THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Jocelyn Newman, Circuit Court Judge

Patrick C. Fant, III, Circuit Court Judge

Case No. 2024CP4201687

Appellate Case No. 2025-001957

Donald Roth,

Respondent,

v.

The River Bend Sportsman's Resort, Inc.; Riverbend Properties, Inc.; Ralph H. Brendle; Paul J. Barnwell; Robert T. Estes; and Paul Lehner,

Appellants.

RECORD ON APPEAL

VOLUME 1 OF 5

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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Kenneth C. Anthony, Jr.
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July 29, 2026

ELECTRONICALLY FILED - 2024 Sep 26 3:18 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**CONSENT ORDER REQUIRING DEFENDANTS TO FULLY RESPOND TO DISCOVERY**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

On motion of the Plaintiff, Donald C. Roth, and with the consent of the Defendants, the Defendants are hereby ordered to fully and completely respond to the Plaintiff's discovery requests on or before October 23, 2024.

The Plaintiff served a first set of interrogatories, requests for production, and requests for admissions to all six Defendants on May 8, 2024. On July 19, 2024, the Defendants provided responses to the Plaintiff's requests for admission, as well as answers to interrogatories. The Defendants have not yet responded to the Plaintiff's First Requests for Production or Second Interrogatories, although the Defendants have produced limited documents. Additionally, the Defendants have not fully responded to the Plaintiff's First Interrogatories.

The Plaintiff and the Defendants agree that the discovery requests propounded by the Plaintiff and served upon the Defendants are reasonable and relevant per SCRCP 26(b)(1), and this Court agrees. The Court finds that the Defendants are required to respond in full to the Plaintiff's First Requests for Production and the Plaintiff's Second Interrogatories. The Court

further finds that the Defendants must supplement their answers to the First Interrogatories, including as follows:

1. Defendant The River Bend Sportsman's Resort, Inc. will fully and completely answer Interrogatories 10, 15, 16, 17, 18, 19, 20 22, 23, and 27;
2. Defendant Riverbend Properties, Inc. will fully and completely answer Interrogatories 10, 20, 21, 22, 23, 24, 27, 29, and 31;
3. Defendant Ralph Brendle will fully and completely answer Interrogatories 9, 10, 13, 14, 15, 16, and 17; and
4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner will fully and completely answer Interrogatories 9, 10, 13, 14, and 17.

NOW, THEREFORE, on motion of Defendant Donald C. Roth and with the consent of the Defendants,

IT IS ORDERED that the Defendants provide to the Plaintiff full and complete responses to all of the Plaintiff's discovery requests as outlined above on or before October 23, 2024.

_____
The Honorable J. Mark Hayes, II
7th Circuit Judge

Dated: _____

Spartanburg, SC

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WE SO MOVE:

s/ Fred "Trey" Suggs, III
Fred "Trey" Suggs III
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Attorney for Plaintiff

WE CONSENT:

s/Kenneth C. Anthony, Jr.
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Attorney for Defendants

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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Consent Order

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

Electronically signed on 2024-09-26 14:16:16 page 4 of 4

ELECTRONICALLY FILED - 2025 Jan 24 11:35 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
	)	
Plaintiff,	)	
	)	**ORDER GRANTING PLAINTIFF'S MOTION FOR ORDER AND RULE TO SHOW CAUSE**
vs.	)	
	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
	)	
Defendants.	)	
	)	

This matter comes before me on Plaintiff Donald C. Roth's Motion for Order and Rule to Show Cause. This motion was heard on January 8, 2024. Fred W. Suggs III appeared on behalf of the Plaintiff, while the Defendants were represented by Kenneth C. Anthony, Jr.

By way of background, the Plaintiff served a first set of interrogatories, requests for production, and requests for admissions to all six Defendants on May 8, 2024. On July 19, 2024, the Defendants provided responses to the Plaintiff's requests for admission, as well as answers to the first set of interrogatories. On July 26, 2024, the Plaintiff served upon the Defendants a Second Set of Interrogatories. Upon receipt of the Defendant's responses to discovery, the Plaintiff, through counsel, provided notice to the Defendants that he deemed the responses incomplete and deficient. In fact, the Defendants had not responded at all to the Plaintiff's first set of requests for production of documents. The Defendants failed to respond to the Plaintiff's request for supplementation and deficiency notice.

On August 8, 2024, the Plaintiff filed a motion to compel the Defendants to fully and completely respond to the Plaintiff's discovery requests, including, but not limited to, responding

to the Plaintiff's First Requests for Production of Documents to Defendants The River Bend Sportsman's Resort, Inc. (hereinafter "Sportsman's Resort), Riverbend Properties, Inc. (hereinafter "Properties"), Ralph N. Brendle (hereinafter "Brendle"), Paul J. Barnwell (hereinafter "Barnwell"), Robert T. Estes (hereinafter "Estes"), and Paul Lehner (hereinafter "Lehner"), and answering interrogatories 7, 8, 9, 10, 13, 14, 15, 16, and 17 to Defendant Brendle, interrogatories 10, 15, 16, 17, 18, 19, 20, 22, 23, and 27 to Defendant Sportsman's Resort, interrogatories 10, 20, 21, 23, 22, 23, 24, 27, 29, and 31 to Defendant Properties, and interrogatories 9, 10, 13, 14, and 17 to Defendants Barnwell, Estes, and Lehner. The motion also requested that the Court order that the Defendants answer the Plaintiff's Second Set of Interrogatories.

The parties entered into a consent order, which was signed by Judge Mark Hayes on September 26, 2024, requiring all of the Defendants to fully respond to all sets of discovery propounded by the Plaintiff as reflected in the Plaintiff's Moton to Compel. To date, the Defendants have not responded to the Plaintiff's First Requests for Production or Second Interrogatories, although the Defendants have produced limited documents. Additionally, the Defendants have not fully responded to the Plaintiff's First Interrogatories.

The Court finds that the discovery requests propounded by the Plaintiff and served upon the Defendants are reasonable and relevant per SCRCP 26(b)(1). This Court has already ruled to this effect per order of Judge Mark Hayes on September 26, 2024, requiring all of the Defendants to fully respond to all sets of discovery propounded by the Plaintiff. The Court again finds that the Defendants are required to respond in full to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain.

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The Court further orders the Defendants to take reasonable steps, including executing authorizations, to identify and obtain the requested information, documents and records.

The Court further specifically finds that the Defendants must supplement their answers to the First Interrogatories to provide full and complete information, including as follows:

1. Defendant The River Bend Sportsman's Resort, Inc. will fully and completely answer Interrogatories 10, 20, 23, and 27;
2. Defendant Riverbend Properties, Inc. will fully and completely answer Interrogatories 10, 20, 23, 24, 27, and 29;
3. Defendant Ralph Brendle will fully and completely answer Interrogatories 9, 10, 13, 14, 15, 16, and 17; and
4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner will fully and completely answer Interrogatories 9, 10, 13, 14, and 17.

The Defendants are ordered to provide full and complete responses to all sets of discovery requests within forty-five (45) days of the date of this order. I will retain jurisdiction over this motion and accompanying order until it is fully resolved, retaining the right to assess additional sanctions should the Defendants fail to comply with the orders of this Court.

The Court further orders that the Defendants pay the Plaintiff's attorney's fees and costs associated with the Motion to Compel and Motion for Order and Rule to Show Cause, totaling $3,745.00 in attorney's fees and $108.28 in costs as reflected in the fee affidavit of Fred W. Suggs III, within thirty (30) days of this order.

NOW, THEREFORE, on motion of Defendant Donald C. Roth,

IT IS ORDERED that the Defendants provide to the Plaintiff full and complete responses to all of the Plaintiff's discovery requests as outlined above on or before forty-five (45) days of the

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date of this order, and to pay the Plaintiff's attorney's fees and costs within thirty (30) days of this order.

The Honorable Patrick C. Fant III
13th Circuit Judge

Dated: 1/24/25

Spartanburg, SC

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
	)	
Plaintiff,	)	
	)	**ATTORNEY'S FEES AFFIDAVIT**
vs.	)	
	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
	)	
Defendants.	)	
	)	

PERSONALLY appeared before me, the undersigned, who being first duly sworn, deposes and states:

1. That he is the attorney for Donald C. Roth in the above-captioned matter.

2. That he was duly admitted to the practice of law in 2022, and as such, has been actively engaged in the private practice of law since that time.

3. That his primary practice consists of civil litigation, including commercial and business litigation.

4. He is a shareholder in the firm of Cassidy Coates Price, P.A.

5. He was retained to handle the above-referenced matter regarding on or about November 8, 2023.

6. Counsel was retained on an hourly basis, at a rate of $350.00 per hour.

7. Due to the Defendants' collective failure to fully and adequately respond to the Plaintiff's discovery requests, the Plaintiff filed a Motion to Compel on August 8, 2024, which required briefing.

8. Thereafter, due to the Defendants' continued failure and refusal to fully respond to the Plaintiff's discovery requests, the Plaintiff filed a Motion for Order and Rule to Show Cause, which was argued on January 8, 2024, at which time the Hon. Patrick C. Fant III awarded attorney's fees and costs.

9. Actual attorney's fees incurred to date associated with the Motion to Compel and Motion for Order and Rule to Show Cause total $3,745.00. Costs incurred total $108.28.

10. That the affiant is informed and believes that the fee of $3,745.00 is reasonable for the services rendered associated with these motions, and that the costs in the amount $108.28 are appropriate and were in fact incurred.

FURTHER AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED)
before me this the 13th)
day of January, 2025)
)
)
Notary Public for S.C.)
My Commission Expires:)
)
)

TRACI D. LARKINS
Notary Public - State of South Carolina
My Commission Expires
April 24, 2033

Cassidy Coates Price, P.A.

Fred W. Suggs III (S.C. 70222)
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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Other

So Ordered

Patrick C. Fant, III

Electronically signed on 2025-01-23 16:29:33 page 7 of 7

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4201687

Donald C. Roth
PLAINTIFF(S)

The River Bend Sportsman'S Resort, Inc. et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Plaintiff's Motion to Compel was heard on 2/4/25. After hearing from counsel of record and reviewing all filings and other evidence properly before the Court, Plaintiff's Motion is granted. Plaintiff's counsel has 10 days to submit a proposed order.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/04/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Feb 05 10:29 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

Court Reporter:

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

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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Electronic Form 4

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2025-02-04 18:56:12 page 3 of 3

ELECTRONICALLY FILED - 2025 Feb 05 10:29 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

ELECTRONICALLY FILED - 2025 Feb 06 2:27 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Donald C. Roth, Plaintiff, vs. The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, Defendants.	)	IN THE COURT OF COMMON PLEAS C.A. No.: 2024-CP-42-01687 **ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL**

This matter comes before me on Plaintiff Donald C. Roth's Motion to Compel Johnson Smith Hibbard Wildman, LLP's full compliance with Plaintiff's Subpoena *duces tecum*. This motion was heard on February 4, 2025. Fred W. Suggs III appeared on behalf of the Plaintiff, while no one made an appearance for Johnson Smith Hibbard Wildman.

The Court finds that the Plaintiff issued and served a lawful subpoena upon Johnson Smith Hibbard Wildman on October 23, 2024, and that Johnson Smith Hibbard Wildman failed to respond to the subpoena by producing the requested documents or filing an objection pursuant to SCRCP 45.

Johnson Smith Hibbard Wildman is ordered to provide all documents and records responsive to the Plaintiff's lawful subpoena within thirty (30) days of the date of this order. Failure to do so may provide grounds for a Motion and Rule to Show Cause.

NOW, THEREFORE, on motion of Defendant Donald C. Roth,

IT IS ORDERED that Johnson Smith Hibbard Wildman, LLP provide to the Plaintiff all documents and records responsive to the Plaintiff's subpoena within thirty (30) days.

The Honorable Thomas William McGee III
Circuit Judge

Dated: _____

Spartanburg, SC

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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Other

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2025-02-06 13:35:50 page 3 of 3

ELECTRONICALLY FILED - 2025 Mar 26 12:56 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Donald C. Roth, Plaintiff, vs. The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, Defendants.	)	IN THE COURT OF COMMON PLEAS C.A. No.: 2024-CP-42-01687 **SUPPLEMENTAL ORDER GRANTING PLAINTIFF'S MOTION ORDER AND RULE TO SHOW CAUSE**

This matter initially came before me on Plaintiff Donald C. Roth's Motion for Order and Rule to Show Cause. This motion was initially heard on January 8, 2024. Fred W. Suggs III appeared on behalf of the Plaintiff, while the Defendants were represented by Kenneth C. Anthony, Jr.

The Court found that the discovery requests propounded by the Plaintiff and served upon the Defendants were reasonable and relevant pursuant to SCRCP 26(b)(1). The Court ruled that the Defendants were required to respond in full to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain within forty-five (45) days of the date of the order. I also retained jurisdiction over the motion and accompanying order until it was fully resolved, retaining the right to assess additional sanctions should the Defendants fail to comply with the orders of this Court. The Court also awarded to the Plaintiff attorney's fees and costs associated with the motion.

The Court was advised by counsel for the Plaintiff on or about March 11, 2025 that the Defendants had not paid the attorney's fees and costs in contravention of this Court's order. Additionally, counsel for the Plaintiff advised that while the Defendants had supplemented some of their discovery responses, the Defendants had not fully responded to all of the discovery requests, and in fact, had continued to object to discovery requests which this Court ordered they respond.

This Court has reviewed the available information and positions of all parties and concludes that the Defendants have not fully responded to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain, in violation of this Court's order. The Court again orders that the Defendants fully and completely respond to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain.

Specifically, the Court orders that the Defendants must supplement their answers to the Plaintiff's First Interrogatories to provide full and complete information, including as follows:

1. Defendant The River Bend Sportsman's Resort, Inc. will fully and completely answer Interrogatories 10, 20, 23, and 27;
2. Defendant Riverbend Properties, Inc. will fully and completely answer Interrogatories 10, 20, 23, 24, 27, and 29;
3. Defendant Ralph Brendle will fully and completely answer Interrogatories 9, 10, 13, 14, 15, 16, and 17; and

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4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner will fully and completely answer Interrogatories 9, 10, 13, 14, and 17.

This Court also again orders that the Defendants must supplement their responses to the Plaintiff's First Set of Requests for Production to provide full and complete records, documents, and communications, including as follows:

1. Defendant Riverbend Properties, Inc. must fully and completely respond to Requests 5, 29, 30, 31, 32, 33, 34, 46, 49, 50, 51, and 55;
2. Defendant Sportsman's Resort shall fully and completely respond to Requests 5, 9, 14, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 38, 39, 40, 43 and 46,
3. Defendant Brendle must fully and completely respond to Requests 16, 17, 23, 28, 29, 30, 31 and 34; and
4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner shall fully and completely respond to Requests 5, 18, 22, and 27.

The Court further orders that the Defendants must supplement their answers to the Plaintiff's Second Set of Interrogatories to provide full and complete information, including as follows:

1. The Defendants will fully and completely answer interrogatories 1 and 2, providing the requested information pertaining to the distributions of the proceeds from the sales and closings on the Property;
2. The Defendants will fully and completely answer interrogatories 5, 6, 7,8, 9, and 10, including identifying who or what entity made the mortgage payments, how the payments were made, and from what bank account payments were made; and
3. The Defendants will fully and completely answer interrogatory 11, including identifying and describing all income derived from the Property.

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The Defendants are again ordered to provide full and complete responses to all sets of discovery requests as outlined above, and is ordered to do so on or before April 10, 2025. I will again retain jurisdiction over this motion and accompanying order until it is fully resolved. Should the Defendants fail to fully respond to the Plaintiff's discovery requests as ordered, this Court shall strike the Defendants' Answer.

NOW, THEREFORE, on motion of Defendant Donald C. Roth,

IT IS ORDERED that the Defendants provide to the Plaintiff full and complete responses to all of the Plaintiff's discovery requests as outlined above on or before April 10, 2025 or their Answer shall be stricken.

_____
The Honorable Patrick C. Fant III
13th Circuit Judge

Dated: _____

Spartanburg, SC

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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Other

So Ordered

Patrick C. Fant, III

Electronically signed on 2025-03-26 11:19:59 page 5 of 5

ELECTRONICALLY FILED - 2025 Apr 16 4:44 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**ORDER STRIKING DEFENDANTS' ANSWER**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

This matter initially came before me on Plaintiff Donald C. Roth's Motion for Order and Rule to Show Cause. This motion was initially heard on January 8, 2024. Fred W. Suggs III appeared on behalf of the Plaintiff, while the Defendants were represented by Kenneth C. Anthony, Jr.

By way of background, the Plaintiff served a first set of interrogatories, requests for production, and requests for admissions to all six Defendants on May 8, 2024. On July 19, 2024, the Defendants provided responses to the Plaintiff's requests for admission, as well as answers to the first set of interrogatories. On July 26, 2024, the Plaintiff served upon the Defendants a Second Set of Interrogatories. Upon receipt of the Defendant's responses to discovery, the Plaintiff, through counsel, provided notice to the Defendants that he deemed the responses incomplete and deficient. In fact, the Defendants had not responded at all to the Plaintiff's first set of requests for production of documents. The Defendants failed to respond to the Plaintiff's request for supplementation and deficiency notice.

On August 8, 2024, the Plaintiff filed a motion to compel the Defendants to fully and completely respond to the Plaintiff's discovery requests, including, but not limited to, responding to the Plaintiff's First Requests for Production of Documents to Defendants The River Bend Sportsman's Resort, Inc. (hereinafter "Sportsman's Resort), Riverbend Properties, Inc. (hereinafter "Properties"), Ralph N. Brendle (hereinafter "Brendle"), Paul J. Barnwell (hereinafter "Barnwell"), Robert T. Estes (hereinafter "Estes"), and Paul Lehner (hereinafter "Lehner"), and answering interrogatories 7, 8, 9, 10, 13, 14, 15, 16, and 17 to Defendant Brendle, interrogatories 10, 15, 16, 17, 18, 19, 20, 22, 23, and 27 to Defendant Sportsman's Resort, interrogatories 10, 20, 21, 23, 22, 23, 24, 27, 29, and 31 to Defendant Properties, and interrogatories 9, 10, 13, 14, and 17 to Defendants Barnwell, Estes, and Lehner. The motion also requested that the Court order that the Defendants answer the Plaintiff's Second Set of Interrogatories.

The parties entered into a consent order, which was signed by Judge Mark Hayes on September 26, 2024, requiring all of the Defendants to fully respond to all sets of discovery propounded by the Plaintiff as reflected in the Plaintiff's Moton to Compel. That order contained no limitations and required full and complete responses to all discovery requests. The Defendants, however, did not respond to the Plaintiff's First Requests for Production or Second Interrogatories, although the Defendants produced limited documents. Additionally, the Defendants did not fully respond to the Plaintiff's First Interrogatories.

The Plaintiff filed a Motion for Order and Rule to Show cause on November 4, 2024. That matter was heard by this Court on January 8, 2024. The Court ruled in the Plaintiff's favor. The Court found that the discovery requests propounded by the Plaintiff and served upon the Defendants were reasonable and relevant pursuant to SCRCP 26(b)(1). The Court again ruled that the Defendants were required to respond in full to the Plaintiff's First Interrogatories, the Plaintiff's

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First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain within forty-five (45) days of the date of the order. I also retained jurisdiction over the motion and accompanying order until it was fully resolved, retaining the right to assess additional sanctions should the Defendants fail to comply with the orders of this Court. The Court also awarded to the Plaintiff attorney's fees and costs associated with the motion.

The Court was advised by counsel for the Plaintiff on or about March 11, 2025 that the Defendants had not paid the attorney's fees and costs in contravention of this Court's order. Additionally, counsel for the Plaintiff advised that while the Defendants had supplemented some of their discovery responses, the Defendants had not fully responded to all of the discovery requests, and in fact, had continued to object to discovery requests which this Court ordered they respond.

This Court reviewed the available information and positions of all parties and concluded that the Defendants had not fully responded to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain, in violation of this Court's order. The Court again ordered that the Defendants fully and completely respond to the Plaintiff's First Interrogatories, the Plaintiff's First Requests for Production, and the Plaintiff's Second Interrogatories, producing any and all responsive information, documents and records in their possession or within their ability to obtain.

Specifically, the Court ordered that the Defendants supplement their answers to the Plaintiff's First Interrogatories to provide full and complete information, including as follows:

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1. Defendant The River Bend Sportsman's Resort, Inc. will fully and completely answer Interrogatories 10, 20, 23, and 27;
2. Defendant Riverbend Properties, Inc. will fully and completely answer Interrogatories 10, 20, 23, 24, 27, and 29;
3. Defendant Ralph Brendle will fully and completely answer Interrogatories 9, 10, 13, 14, 15, 16, and 17; and
4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner will fully and completely answer Interrogatories 9, 10, 13, 14, and 17.

This Court also ordered that the Defendants supplement their responses to the Plaintiff's First Set of Requests for Production to provide full and complete records, documents, and communications, including as follows:

1. Defendant Riverbend Properties, Inc. must fully and completely respond to Requests 5, 29, 30, 31, 32, 33, 34, 46, 49, 50, 51, and 55;
2. Defendant Sportsman's Resort shall fully and completely respond to Requests 5, 9, 14, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 38, 39, 40, 43 and 46,
3. Defendant Brendle must fully and completely respond to Requests 16, 17, 23, 28, 29, 30, 31 and 34; and
4. Defendants Paul J. Barnwell, Robert T. Estes, and Paul Lehner shall fully and completely respond to Requests 5, 18, 22, and 27.

The Court further ordered that the Defendants supplement their answers to the Plaintiff's Second Set of Interrogatories to provide full and complete information, including as follows:

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1. The Defendants will fully and completely answer interrogatories 1 and 2, providing the requested information pertaining to the distributions of the proceeds from the sales and closings on the Property;
2. The Defendants will fully and completely answer interrogatories 5, 6, 7,8, 9, and 10, including identifying who or what entity made the mortgage payments, how the payments were made, and from what bank account payments were made; and
3. The Defendants will fully and completely answer interrogatory 11, including identifying and describing all income derived from the Property.

By way of a supplemental order entered on March 26, 2025, the Defendants were ordered to provide full and complete responses to all sets of discovery requests as outlined above on or before April 10, 2025. This Court ruled that should the Defendants fail to fully respond to the Plaintiff's discovery requests as ordered, this Court would strike the Defendants' Answer.

This Court was advised on April 11, 2025 that the Defendants had not fully responded to discovery as required by the Supplemental Order, and as acknowledged by the Defendants in a letter to this Court. Accordingly, the Defendants' Answer is stricken.

NOW, THEREFORE, on motion of Defendant Donald C. Roth,

IT IS ORDERED that the Defendants' Answer shall be stricken.

_____
The Honorable Patrick C. Fant III
13th Circuit Judge

Dated: _____

Spartanburg, SC

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Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Other

So Ordered

Patrick C. Fant, III

Electronically signed on 2025-04-16 12:55:32 page 6 of 6

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4201687

Donald C. Roth
PLAINTIFF(S)

The River Bend Sportsman'S Resort, Inc. et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter is before the Court pursuant to Defendants' Motion to Reconsider this Court's Order filed on April 16, 2025. After a review of the Defendants' Motion, Plaintiff's Memorandum in Response, as well as the relevant law, the Court hereby Denies the Defendants' Motion.

It is so ordered.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/27/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 May 27 11:10 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

Court Reporter:

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

ELECTRONICALLY FILED - 2025 May 27 11:10 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

ELECTRONICALLY FILED - 2025 May 27 11:10 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Electronic Form 4

So Ordered

Patrick C. Fant, III

Electronically signed on 2025-05-27 10:35:24 page 3 of 3

ELECTRONICALLY FILED - 2025 Aug 25 11:13 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**ORDER FOR JUDGMENT**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

This matter came before me on Plaintiff Donald C. Roth's Motion for Entry of Judgment. The motion was heard on August 5, 2025. Fred W. Suggs III appeared on behalf of the Plaintiff, while the Defendants were represented by Kenneth C. Anthony, Jr. The Plaintiff's Motion for Entry of Judgment was before me based upon the Court's order of April 16, 2025 striking the Answer of the Defendants. The Defendants' subsequent Motion to Reconsider was denied by order of the Court dated May 27, 2025. As the Defendants' Answer had been stricken, the allegations of the Plaintiff's Complaint were deemed admitted and entry of judgment must be awarded. Bank of Fort Mill v. Rollins, 217 S.C. 464, 482, 61 S.E.2d 41, 49 (1950) *citing* Powell v. Easley, 213 S.C. 574, 50 S.E.2d 21 (1948).

Based upon the record, the Complaint, the evidence presented at the hearing, and the testimony of Donald C. Roth, I find by a preponderance of the evidence and conclude as follows:

1. That this Court has jurisdiction over the subject matter of this action and of the Defendants.

2. That the Answer of the Defendants was stricken by Order of this Court on April 16, 2025.
3. That the Plaintiff filed a Motion for Entry of Judgment on June 25, 2025.
4. That the allegations of the Plaintiff's Complaint, including causes of action against all of the Defendants for quantum meruit, conversion, conspiracy, and violation of the South Carolina Unfair Trade Practices Act, as well as breach of fiduciary duty as to Defendant Brendle, are deemed admitted.
5. That according to the testimony and evidence provided by the Plaintiff, he is entitled to recover, jointly and severally, the following damages against all of the Defendants, to wit:
    a. Actual damages of $1,127,225 pursuant to all of the causes of action; and
    b. Treble damages plus attorney's fees of $30,706.00 consistent with the fee affidavit submitted by Fred W. Suggs III pursuant to the South Carolina Unfair Trade Practices Act.

On the basis of the foregoing, it is therefore ORDERED, ADJUDGED, AND DECREED that the Plaintiff have judgment against the Defendants as follows:

(1) For the sum of Three Million Four Hundred Twelve Thousand Three Hundred Eighty-One and 0/100 ($3,412,381.00) Dollars.

AND IT IS SO ORDERED.

_____

The Honorable Jocelyn Newman

Spartanburg, South Carolina

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ELECTRONICALLY FILED - 2025 Aug 25 11:13 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

Spartanburg Common Pleas

Case Caption: Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al

Case Number: 2024CP4201687

Type: Order/Other

So Ordered

Jocelyn Newman

Electronically signed on 2025-08-23 09:50:51 page 4 of 4

ELECTRONICALLY FILED - 2025 Aug 25 11:13 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-
Donald C. Roth,	)	
Plaintiff,	)	**SUMMONS**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the Plaintiff or undersigned attorney, Fred W. Suggs III, at his office, Cassidy Coates Price, PA, P.O. Box 10529, Greenville, South Carolina 29603, within thirty (30) days after the service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint

CASSIDY COATES PRICE, P.A.

/s/Fred W. Suggs III
Fred W. Suggs, III, SC Bar No. 70222
James H. Cassidy, SC Bar No. 1160
P.O. Box 10529
Greenville, SC 29603
P: (864) 349-2600
F: (864) 349-0303
Attorneys for Plaintiff

Greenville, South Carolina
April 23, 2024

ELECTRONICALLY FILED - 2024 Apr 23 9:04 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

ELECTRONICALLY FILED - 2024 Apr 23 9:04 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-
Donald C. Roth,	)	
Plaintiff,	)	**COMPLAINT**
vs.	)	(Jury trial demanded)
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

The Plaintiff, Donald C. Roth, complaining of the Defendants, herein, would respectfully show unto the Court as follows:

1. The Plaintiff, Donald C. Roth (hereinafter "Roth"), is a citizen and resident of the County of Greenville, State of South Carolina and a shareholder in River Bend Properties, Inc.

2. Upon information and belief, the Defendant, The River Bend Sportsman's Resort, Inc. (hereinafter "Sportsman's Resort"), is a corporation organized and existing under the laws of the State of South Carolina and doing business in the County of Spartanburg, State of South Carolina.

3. Upon information and belief, the Defendant, Riverbend Properties, Inc. (hereinafter "Properties"), is a corporation organized and existing under the laws of the State of South Carolina and doing business in the County of Spartanburg, State of South Carolina.

4. Upon information and belief, the Defendant, Ralph N. Brendle (hereinafter "Brendle"), is a citizen and resident of the County of Spartanburg, State of South Carolina and President of and shareholder in both Sportsman's Resort and Properties.

5. Upon information and belief, the Defendant, Paul J. Barnwell (hereinafter "Paul Barnwell"), is a citizen and resident of the County of Spartanburg, State of South Carolina and shareholder in both Sportsman's Resort and Properties.

6. Upon information and belief, the Defendant, Robert T. Estes (hereinafter "Estes"), is a citizen and resident of the County of Spartanburg, State of South Carolina and shareholder in both Sportsman's Resort and Properties.

7. Upon information and belief, the Defendant, Paul Lehner (hereinafter "Lehner"), is a citizen and resident of the County of Spartanburg, State of South Carolina and shareholder in both Sportsman's Resort and Properties.

8. Upon information and belief, Sportsman's Resort was incorporated on or about March 21, 1985. Its business purpose was owning and operating River Bend Sportsman's Resort (hereinafter "River Bend"), a wing-shooting preserve in Inman, South Carolina.

9. Shareholders of Sportsman's Resort included Brendle, Paul Barnwell, Estes, Lehner, Ralph Barnwell, and ultimately Roth.

10. Upon information and belief, Properties was incorporated on or about June 4, 1992. Its business purpose was to own and hold rural real estate which it leased to Sportsman's Resort.

11. Original shareholders of Properties included Brendle, Paul Barnwell, Estes, Lehner, Ralph Barnwell and Roth. Roth owns 166.66 of the 1,000 shares of Properties issued on June 4, 1992.

12. On July 24, 1992, Properties purchased approximately 374 acres,

> All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one mile northwest from the Town of Fingerville on the road from S.C. Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School District, in Campobello Township, County of Spartanburg, State of South Carolina, being bounded on the North by lands of C. C. McMillan, East by North Pacolet River; South by Walls Spring Branch separating this property

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from the lands of Coley Smith, Mrs. Maude Hines, Luther Stroud and Cletus Bishop and in part by said road from S. C. Highway No. 9 to Fingerville and relocated; and West by said road from S. C. Highway #9 to Fingerville as now located, having such shape, metes, courses and distances as will more fully appear by reference to a Plat thereof made by W. N. Willis, C.E., and W. C. Bowen, C.E., July 22, 1993, which is recorded in Spartanburg County in Plat Book 24 at Page 417, being the property shown on said Plat lying East of said road from S.C. Highway #9 to Fingerville, except said road has been relocated and now runs along the line S. 29-30 East instead of as shown on the plat.

LESS and EXCEPTED that certain 20.74 acres conveyed in Deed Book 42-Y at Page 62.

This being a portion of the property conveyed to William R. McMillan, Frances McMillan and Myrtle McMillan Baiden by Deed of Eura A. McMillan dated June 19, 1971 and recorded June 11, 1971 in Deed Book 38-E at Page 352, RMC office for Spartanburg County, South Carolina being a portion of the property inherited by Frances Elizabeth McMillan Bean by Will of William R. McMillan as stated in Probate Court File No. 87ES4200540, Spartanburg County, South Carolina.

Portion of Blook Map Reference: 2-10-00-004.00,

noted on Spartanburg county Tax Map Reference number 2-10-00-004.02, conveyed by deed of Frances McMillan, Myrtle McMillan Baiden, and Elizabeth McMillan Bean, and recorded August 12, 1992 in Deed Book 59-D at Page 358 in the Office of the Register of Deed for Spartanburg County (hereinafter "the Property"). The purchase price was $365,504.00 and the real estate was encumbered by a 20-year mortgage issued by Palmetto Farm Credit. The mortgage was guaranteed and signed by all six of the individual shareholders of Properties, including Roth.

13. Thereafter, Properties subdivided and sold or otherwise transferred 20 lots out of the Property, designated as Lots Nos. 1 through 20, containing 15.27 acres and recorded in Plat Book 119 at Page 593 in the Office of the Register of Deed for Spartanburg County, in addition to 26.48 acres and 10.594 acres, leaving a remainder of 322.146 acres as the Property.

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14. During the 1991-1992 hunting season at River Bend, Roth worked with Sportsman's Resort to book and guide hunts at River Bend. Thereafter, in 1992, Roth was offered the opportunity to invest in Sportsman's Resort, which had already been incorporated in 1985. On September 13, 1993, Roth purchased 50,000 shares in Sportsman's Resort. Over the next three years, Roth participated heavily in operations and business development for Sportsman's Resort at River Bend, continuing to grow the business.

15. In or about 1996, there was a dispute between Roth and Brendle related to unaccounted for funds belonging to Sportsman's Resort, with Roth accusing Brendle of having mismanaged or absconded with the funds. Thereafter, Brendle and Paul Barnwell requested that Roth leave Sportsman's Resort, which he did, selling his shares in Sportsman's Resort. However, Roth remained a shareholder in Properties.

16. After 1996, Roth was not actively involved in Properties, but remained a shareholder. He was not notified of shareholder meetings. He was not provided financial documents or statements other than individual K-1s, nor was he provided meetings minutes, corporate resolutions, or any corporate, real estate, financial or banking documents.

17. On or about May 26, 1999, more than a decade prior to maturity of the Palmetto Farm Credit mortgage, and without Roth's knowledge or consent, Properties refinanced the Property with Arthur State Bank, encumbering the property with a five-year, $272,000.00 mortgage. Upon information and belief, this loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Upon information and belief, the loan was not utilized by Properties.

18. On or about August 29, 2001, without Roth's knowledge or consent, Properties again refinanced the Property with Arthur State Bank, inexplicably encumbering the property with

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a five-year, $540,000.00 mortgage. The Arthur State bank mortgage was signed by Brendle, Estes, and Lehner. Upon information and belief, this loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Upon information and belief, the loan was not utilized by Properties.

19. On or about August 30, 2002, just one year later, without Roth's knowledge or consent, Properties again refinanced the property with Arthur State Bank, encumbering the Property with a five-year, $704,000.00 mortgage. The Arthur State bank mortgage was signed by Brendle. Upon information and belief, this loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Upon information and belief, the loan was not utilized by Properties.

20. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed an un-titled and unenforceable document, purportedly on behalf of Properties, by which Properties transferred title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of $60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property. This document was not recorded in the Office of the Register of Deeds for Spartanburg County. The execution of this document evidences a conspiracy amongst and between Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to benefit Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell, and to cheat Roth out of the actual value of his 16.66% share of the Property.

21. On or about May 18, 2021, without Roth's knowledge or consent, Properties again encumbered the Property with a mortgage. The mortgagee was HomeTrust Bank. The mortgagor

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was Properties, while Sportsman's Resort was also identified as a borrower on the loan. The mortgage was a 25-year note with a loan amount of $1,920,000.00. Brendle signed the loan on behalf of Sportsman's Resort and Properties. Upon information and belief, this loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Upon information and belief, the loan was not utilized by Properties.

22. On or about May 18, 2021, without Roth's knowledge or consent, Properties further encumbered the Property with a second mortgage to HomeTrust Bank. The grantors were both Properties and Sportsman's Resort. The loan amount was $190,000.00. Brendle signed the loan on behalf of Sportsman's Resort and Properties. Upon information and belief, this loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Upon information and belief, the loan was not utilized by Properties.

23. Thereafter, Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell conspired with one another to further ensure that Roth was cut out of the proceeds from the sale of the Property. On October 30, 2023, Brendle, on behalf of Properties, executed a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00. This was done without Roth's knowledge or consent. The purpose of this transfer was to benefit and enrich Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell, and to cheat Roth out of the actual value of his 16.66% share of the Property.

24. Thereafter, also on October 30, 2023, Sportsman's Resort sold 93.40 acres of the Property to Riverbend Partners, LLC for $4,241,600.00. The deed was recorded on October 31, 2023. Roth did not receive any of the proceeds from this sale. Instead, the proceeds of the sale

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were converted to their own use by Defendants Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell.

25. Upon information and belief, Sportsman's Resort intends to sell the remaining portion of the Property to Riverbend Partners in the future.

26. Upon learning of the contract for sale of a portion of the Property, on October 20, 2023, Roth, as a shareholder of Properties, and pursuant to S.C. Code Ann. Section 33-16-102, wrote to Brendle, as the president of and agent for service of process for Properties, requesting all information related to the pending sale, as well as articles of incorporation, bylaws, shareholders agreement, and other corporate documents, including, but not limited to, all minutes, resolutions, and correspondence pertaining to Properties. Roth also requested information related to the $1.92 million dollar mortgage with HomeTrust Bank that had was now encumbering the Property without his consent or knowledge. Finally, Roth requested the name of the closing attorney and the date set for closing of the Property. Neither Brendle nor Properties responded to Roth's request.

27. On November 7, 2023, Roth sent another letter to Brendle, again requesting the information outlined in his letter of October 20, 2023. Neither Brendle nor Properties responded to Roth's request and has failed to produce the requested records.

28. Sportsman's Resort has failed to observe corporate formalities which allows for the corporate veil to be pierced against the individual Defendants, including Brendle.

29. Sportsman's Resort has never been profitable and has been profoundly undercapitalized.

30. Upon information and belief, Sportsman's Resort has never paid a dividend.

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31. Upon information and belief, Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

32. Sportsman's Resort has non-functioning officers and directors and is in fact a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.

33. Upon information and belief, Sportsman's Resort has failed to maintain corporate records in the normal course of business.

34. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.

35. Properties, too, has failed to observe corporate formalities which allows for the corporate veil to be pierced against the individual Defendants, including Brendle.

36. Properties has never paid a dividend.

37. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.

38. Properties has failed to maintain corporate records in the normal course of business.

39. Upon information and belief, due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

40. Properties, Brendle, Estes, Lehner, and Paul Barnwell have directed and allowed for the siphoning of monies belonging to Properties to Sportsman's Resort and its shareholders, including themselves, which they knew belonged to Properties and its shareholders, which is fundamentally unfair.

FOR A FIRST CAUSE OF ACTION
(Piercing the Corporate Veil - Sportsman's Resort)

41. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

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42. Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell undercapitalized Sportsman's Resort, failed to observe corporate formalities, failed to maintain corporate records, failed to pay dividends, used Sportsman's Resort as a façade for their own business operations, and siphoned funds while owning and operating Sportsman's Resort.

43. Upon information and belief, Sportsman's Resort has been or is currently insolvent.

44. Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell are and were intimately aware of the Plaintiff's rights and claim to the proceeds from the sale of the Property, and fraudulently transferred the deed to the Property from Properties to Sportsman's Resort, thereby acting in a self-serving manner while cheating the Plaintiff out of his 16.66% portion of the sale of the property to benefit themselves.

45. As a result of the Defendants' fraudulent, conspiratorial and unlawful actions, this Court should pierce the corporate veil of Sportsman's Resort and hold Brendle, Estes, Lehner, and Paul Barnwell individually liable for these unlawful actions.

FOR A SECOND CAUSE OF ACTION
(Piercing the Corporate Veil - Properties)

46. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

47. Properties, Brendle, Estes, Lehner, and Paul Barnwell failed to observe corporate formalities, failed to maintain corporate records, failed to pay dividends, used Properties as a façade for their own business operations, and siphoned funds from Properties for the purpose of operating Sportsman's Resort.

48. Upon information and belief, Properties is currently insolvent and without assets due to the siphoning by the Defendants.

49. The Defendants are and were intimately aware of the Plaintiff's rights and claim to the proceeds from the sale of the Property, and fraudulently transferred the deed to the Property

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from Properties to Sportsman's Resort, thereby acting in a self-serving manner while cheating the Plaintiff out of his 16.66% portion of the sale of the Property to benefit themselves.

50. It would be fundamentally unfair to allow the Defendants to profit from their self-dealing and hide behind the corporate veil.

51. As a result of the Defendants' fraudulent, conspiratorial and unlawful actions, this Court should pierce the corporate veil of Properties and hold Brendle, Estes, Lehner, and Paul Barnwell individually liable for these unlawful actions.

FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)

52. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

53. The Plaintiff owns 16.66% of Properties, which was the sole, deeded owner of the Property.

54. At the time that the Plaintiff became a 16.66% shareholder in Properties, it was understood that the Plaintiff would be entitled to 16.66% of the proceeds from the sale of the Property. It was clear to all parties from the circumstances that the Plaintiff expected to be paid his portion from the proceeds of the sale of the Property.

55. The Defendants will be unjustly enriched if they are permitted to retain the Plaintiff's 16.66% of the proceeds from the sale of the property.

56. Upon information and belief, a portion of the Property has been sold for the sum of $4,241,600.00, while the balance of the Property has not yet been sold, but is under contract to be sold in the future. Accordingly, the Plaintiff is entitled to 16.66% of the proceeds from the sale of the Property, for which the Plaintiff hereby sues in *quantum meruit* or other equitable theory.

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FOR A FOURTH CAUSE OF ACTION
(Conversion)

57. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

58. As a shareholder in Properties, the Plaintiff owned 16.66% of the Property.

59. By transferring the property from Properties to Sportsman's Resort, Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell converted the Property to their own use.

60. This conversion and use was without the Plaintiff's consent or permission.

61. The conversion by the Defendants resulted by way of illegal, conspiratorial, tortious, fraudulent, and/or other wrongful conduct.

62. The Defendants' actions resulted in damages to the Plaintiff, including, but not limited to, the loss of 16.66% of the proceeds from the sale of the Property.

FOR A FIFTH CAUSE OF ACTION
(Conspiracy)

63. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

64. Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell conspired with one another to cheat the Plaintiff out of his ownership in the Property by authorizing the transfer of title to the property from Properties, of which the Plaintiffs and the Defendants were shareholders, to Sportsman's Resort, of which the Defendants were shareholders but the Plaintiff was not, for their own benefit and to the detriment of the Plaintiff.

65. Thereafter, these Defendants did transfer the deed to the Property from Properties to Sportsman's Resort without the Plaintiff's knowledge or consent, subsequently selling a portion of the Property and retaining the proceeds from that sale, failing to tender to the Plaintiff his portion of the proceeds from the sale.

66. The purpose was to injure the Plaintiff and cheat him out of his 16.66% ownership of the Property and his portion of the proceeds from the sale of the Property.

67. The conspiratorial actions of these Defendants proximately caused damages to the Plaintiff.

FOR A SIXTH CAUSE OF ACTION
(Breach of fiduciary duty as to Brendle)

68. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

69. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including the Plaintiff.

70. By failing to adhere to corporate formalities, siphoning funds, and concocting a plan to cheat the Plaintiff out of his ownership in the Property and the proceeds from its sale by authorizing the transfer of title to the Property from Properties to Sportsman's Resort, for his own benefit and to the detriment of the Plaintiff, Brendle breached his fiduciary duty to the Plaintiff.

71. The Plaintiff was proximately damaged by Brendle's breaches of his fiduciary duty.

FOR A SEVENTH CAUSE OF ACTION
(Violation of South Carolina Unfair Trade Practices Act)

72. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

73. The described conduct of the Defendants was, and is, unfair and deceptive, and violates the South Carolina Trade Practices Act, South Carolina Code Ann. § 39-5-10, et seq. (1976).

74. The unfair and deceptive conduct of the Defendants affects the public interest, is capable of repetition by the Defendants, and was in fact repeated through the course of dealing.

75. The Defendants knew or should have known that their conduct was a violation of the South Carolina Trade Practices Act, and, therefore, willfully and knowingly violated the Act.

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76. The unfair and deceptive conduct of the Defendants proximately caused the Plaintiff's actual damages.

77. The Plaintiff is entitled to an award of this Court for the actual damages trebled, plus the costs and attorney's fees incurred by the Plaintiff in the prosecution of this action.

FOR AN EIGHTH CAUSE OF ACTION
(Accounting)

78. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

79. The Plaintiff was a shareholder in Properties.

80. Upon information and belief, assets belonging to Properties were improperly transferred to and/or utilized by Sportsman's Resort and/or the individual Defendants, including, but not limited to, Brendle.

81. The Plaintiff hereby demands an accounting as to Properties and Sportsman's Resort to determine the precise amount owed to the Plaintiff by the Defendants.

FOR AN NINTH CAUSE OF ACTION
(S.C. Code Ann. Section 33-16-102)

82. The allegations contained in paragraphs 1-40 are alleged as if repeated verbatim.

83. A shareholder of a corporation is entitled to inspect any of the records of the corporation if he provides written notice of his demand at least five business days before the date on which he wishes to inspect the records.

84. Roth, as a shareholder of Properties, requested corporate records, including, but not limited to, all records related to the pending sale of the Property, as well as articles of incorporation, bylaws, shareholders agreement, and other corporate documents, including, but not limited to, all minutes, resolutions, and correspondence pertaining to Properties.

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85. Properties and Brendle refused to provide Roth with access to the requested records in violation of S.C. Code Ann. Section 33-16-102, which has caused Roth damages, for which he hereby sues.

WHEREFORE, the Plaintiff respectfully requests that this Court:

a. Enter judgment of damages as determined to be appropriate against the Defendants;

b. Enter judgment against the Defendants in the amount of the Plaintiff's actual, special, incidental, and consequential damages, trebled;

c. Enter judgment against the Defendants in an amount to be determined for punitive damages;

d. Attorney's fees and costs; and

e. For such other and further relief as this Court deems appropriate.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
April 23, 2024

The Plaintiff demands a trial by jury of all issues triable by a jury.

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ELECTRONICALLY FILED - 2024 Jul 24 3:18 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	
	)	N THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Donald C. Roth,	)	
	)	
Plaintiff,	)	
v.	)	ANSWER
	)	Case No. 2024CP4201687
The River end Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle; Paul J. Barnwell; Robert T. Estes; and Paul Lehner,	)	
	)	
Defendants.	)	

Defendants, answering the Complaint herein would respectfully allege:

1. They deny each and every allegation of the Complaint not hereinafter specifically admitted, qualified or explained and demand strict proof thereof.

2. They admit the allegations contained in Paragraphs 1 through 11 of the Complaint.

3. They admit a portion of Paragraph 12 except that they lack sufficient information to form a belief at this time as to the last sentence of Paragraph 12 and therefore deny same.

4. They admit the allegations contained in paragraph 13 of the Complaint.

5. They generally admit the allegations contained in Paragraph 14of the Complaint but deny the characterization in the last sentence of said Paragraph.

6. They deny the allegations contained in Paragraph 15 of the Complaint.

7. They admit the allegations contained in the first sentence of Paragraph 16 of the Complaint but deny the remaining allegations thereof.

8. They admit so much of Paragraph 17 as alleges that property was refinanced but deny the remaining allegations of Paragraph 17.

9. They admit so much of Paragraph 18 as alleges the property was refinanced but deny the remaining allegations of said Paragraph.

10. They admit so much of Paragraph 19 of the Complaint as alleges the property was refinanced but deny the remaining allegations of said Paragraph.

11. They deny the allegations contained in Paragraph 20 of the Complaint.

12. They admit so much of Paragraph 21 as alleges that property was encumbered by a mortgage but deny the remaining allegations of said Paragraph.

13. They admit so much of Paragraph 22 as alleges that property was encumbered by a mortgage but deny the remaining allegations of said Paragraph.

14. They deny the allegations contained in Paragraph 23 of the Complaint.

15. They admit so much of Paragraph 24 as alleges that property was sold but deny the remaining allegations of said Paragraph and would affirmatively allege that a portion of the proceeds have been put in escrow for the Plaintiff.

16. They admit the allegations contained in Paragraph 25 of the Complaint.

17. They admit so much of Paragraph 26 as alleges that the Plaintiff requested information but would affirmatively allege that, on information and belief, information was provided to the Plaintiff by the Defendants' then attorneys.

18. They lack sufficient information to form a belief as to Paragraph 27 and therefore deny same.

19. They deny the allegations contained in Paragraphs 28 and 29 of the Complaint.

20. They admit the allegations contained in Paragraph 30 of the Complaint.

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21. They deny the allegations contained in Paragraphs 31, 32, 33, 34, and 35 of the Complaint.

22. They admit the allegations contained in Paragraph 36 of the Complaint.

23. They deny the allegations contained in Paragraphs 37, 38, 39, and 40 of the Complaint.

24. They deny the allegations contained in Paragraphs 42 through 51 of the Complaint.

25. They admit the allegations contained in Paragraph 53 of the Complaint.

26. They admit so much of Paragraphs 54 and 55 of the Complaint as alleges that the Plaintiff is an owner of 16.66% of properties but deny the remaining allegations of Paragraphs 54, 55, and 56.

27. They admit the allegations contained in Paragraph 58 of the Complaint.

28. They deny all remaining allegations of the Complaint.

WHEREFORE, having fully answered the Complaint herein, Defendants pray that same be dismissed, with costs.

THE ANTHONY LAW FIRM, P.A.

BY:s/Kenneth C. Anthony, Jr.
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June 28, 2024

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
C.A. NO. 2024-CP-42-01687

DONALD ROTH

PLAINTIFF,

vs.

RIVER BEND SPORTSMAN'S RESORT
INC, ET AL

DEFENDANTS.

MOTION HEARING
BEFORE THE HONORABLE PATRICK FANT

DATE: JANUARY 8, 2025
LOCATION: SOUTH CAROLINA CIRCUIT COURT 7

TRANSCRIBED BY: ALI BEATTY

1 APPEARANCES:

2

FRED W. SUGGS III, ESQUIRE
3 CASSIDY COATES PRICE
PO BOX 10529
4 GREENVILE, SC 29603

5 ATTORNEY FOR THE PLAINTIFF,

6

KENNETH C. ANTHONY, ESQUIRE
7 THE ANTHONY LAW FIRM
250 MAGNOLIA STREET
8 SPARTANBURG, SC 29307

9 ATTORNEY FOR THE DEFENDANTS.

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6 EXAMINATIONS

7 (NONE)

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9 EXHIBITS

10 (NONE)

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1 THE COURT: Okay next we have 2024-CP-42-01687 Roth vs The
2 River Bend. Mr. Suggs?
3 MR. SUGGS: Morning Judge.
4 THE COURT: And Mr. Anthony?
5 MR. ANTHONY: Morning Your Honor.
6 THE COURT: Good to see you.
7 MR. ANTHONY: Pretty good to see you.
8 THE COURT: Both of you. I've been seeing a lot of Jay.
9 MR. SUGGS: Good.
10 MR. ANTHONY: He likes your neck of the woods.
11 THE COURT: And Trey, I get to see your dad just about
12 every morning.
13 MR. SUGGS: Well good for you. I'm sorry.
14 THE COURT: Always, always a pleasure. Great to see him
15 doing well too. All right so we're here on Plaintiff's Motion
16 and for Order and Rule to Show Cause.
17 MR. SUGGS: Yes sir Your Honor.
18 THE COURT: If the parties will just identify themselves
19 for the record.
20 MR. SUGGS: Trey Suggs here on behalf of the Plaintiff,
21 Donnie Roth.
22 MR. ANTHONY: I'm Ken Anthony representing the Defendants.
23 THE COURT: And just so y'all know, I am aware, I believe
24 McGee is going to be taking care of like six Motions to Compel,
25 I think that have been filed, or numerous Motions to Compel.

1 MR. SUGGS: Yes sir.
2 THE COURT: So they're not on my --
3 MR. SUGGS: Right. Yes sir.
4 THE COURT: All right. I will hear from you Mr. Suggs.
5 MR. SUGGS: May it please the Court? Judge, before I
6 begin my argument, I do want to make a statement, for lack of a
7 better term. Judge, this Motion is not about Ken Anthony. It
8 is about his clients.
9 I've known Mr. Anthony for over 20 years. I admire him
10 and respect him immensely. He's a lion of this South Carolina
11 Bar. He led our South Carolina Bar. So I just want to make it
12 clear, while I do not expect Mr. Anthony because he is a
13 consummate professional, to get up and throw his clients under
14 the bus.
15 I just want to make it clear to the Court, that I do not
16 believe that Mr. Anthony is obstructing in any way, but his
17 clients are not complying with the Rules and with the Order of
18 this Court. Judge, I typically don't go into too much of the
19 background and facts --
20 THE COURT: And I would note too, you know, I think that
21 sentiment was expressed in your letters. In your communication
22 that's part of the record too so.
23 MR. SUGGS: Let me outline, if I may Judge, the basic
24 facts of our allegations because I think it's necessary to
25 understand that to be able to appreciate why we need the

1 information and records that we have been requesting for
2 approximately eight months. Judge I represent --
3 THE COURT: And, and I know I'm interrupting you. I just
4 helps me as we go along. People that have already been
5 listening to my arguments know, this week, know I, I tend to do
6 that, so I apologize but there's like one person primarily that
7 you're looking for right? There were like four but one
8 specific person?
9 MR. SUGGS: Yes sir I mean there's a main player if you
10 will Ralph Brendle. But we also need documents and information
11 pertaining to the other Defendants, the Corporate Defendants,
12 as well as the individuals.
13 THE COURT: Okay.
14 MR. SUGGS: Judge, I represent Donnie Roth, who is a
15 shareholder in River Bend Properties. River Bend Properties
16 purpose was to purchase, hold and manage approximately,
17 ultimately 322 acres, all right, up in Fingerville, South
18 Carolina. The other corporate entity has a similar name, so it
19 gets a little bit confusing. But the other corporate entity
20 involved is River Bend Sportsman's Resort. That is essentially
21 the operating company for River Bend. You may have been there.
22 It's a, it's a shooting preserve or a Quail hunting
23 preserve up in Fingerville. Sportsman's Resort leased that 322
24 acres from River Bend Properties. The individual Defendants in
25 this case are shareholders in both entities, in Properties as

well as Sportsman's Resort. While my client was once a shareholder in Sportsman's Resort, we allege he was forced out some decades ago and he is now only a shareholder in Properties.

I make that distinction Judge because he is the only one of these five or six individuals who is only a shareholder in Properties. While the other Defendant individuals have ownership in both entities. Ralph Brendle, the individual I believe that you just alluded too, was the President and essentially ran both Properties as well as Sportsman's Resort, managing the affairs of both. Judge, Properties was incorporated and purchased the property back in 1992 and the property was initially encumbered by $272,000 mortgage.

Over the course of several decades, unbeknownst to Roth, the land was repeatedly refinanced increasing in loan value each time. The last time being greater than $700,000. We allege Judge, that those loans and the refinancing was in order to fund the operations of Sportsman's Resort. Those funds did not go to Properties, even though the mortgagee, mortgagor was Properties. Instead those funds were being funneled to the other entity, Sportsman's Resort, of which Roth had no ownership.

Fast forward several decades, in 2018, without my client's knowledge or consent, Properties signed and untitled document reporting to transfer the title to this 322 acres from

1 Properties to Sportsman's Resort in exchange for $60,000. The
2 property was worth millions. The document was not signed by
3 the -- excuse me -- the document was signed by the individual
4 Defendants, including Brendle. It was not signed by Roth
5 because he didn't know about it. And the document was not
6 recorded in the ROD.
7 Go forward three years, in 2021, the property owned by
8 Properties, was encumbered by a $1.9 million mortgage.
9 Properties did not utilize those funds. Those funds were
10 utilized solely by Sportsman's Resort, again, an entity of
11 which my Plaintiff didn't, excuse me, my client did not have
12 any ownership interest. On October 30, 2023, Ralph Brendle, on
13 behalf of Properties, executed a deed transferring the property
14 from River Bend Properties to River Bend Sportsman's Resort in
15 exchange for $10. Not 10 million or 10,000, $10. This was
16 done without Roth's knowledge or consent.
17 On that same day, 93 acres of the 322 acres was sold to a
18 third party for $4.2 million. Roth has received $0 from the
19 proceeds of that sale. Roth also understands that the
20 remaining acreage is pending sale as well. We filed suit
21 against both corporations and the individual Defendants seeking
22 to pierce the corporate veil against both entities and pursue a
23 potential judgement against the individual Defendants. We have
24 alleged conversion, quantum meruit, conspiracy, unfair trade
25 practices, breech of fiduciary duty as to Brendle, and also

1 demanded an accounting as to the corporate entities.
2 From a procedural standpoint Judge, we filed this suit
3 back in April of 2024. We sent comprehensive discovery on May
4 9, 2024, requesting all, the standard stuff Judge. All
5 documents, all records, all correspondence related to the
6 corporate entities, their operations and finances, as well as
7 all of these real estate transactions. We also requested the
8 financial information related to the individual Defendants
9 because we're trying to pierce the corporate veil.
10 We are also seeking a finding of conspiracy and violation
11 of the Unfair Trade Practices Act. Judge, on July 19, 2024,
12 some months later, we received answers to the first
13 Interrogatories. We did not receive any responses to the first
14 set or Requests for Production. We also did not receive
15 answers to the first set of Interrogatories. I wrote a letter
16 enumerating what we perceived to be the numerous deficiencies
17 in the Answers to the First set of Interrogatories, requesting
18 they be supplemented, and also requesting that we have formal
19 responses for the Requests for Production and the second
20 Interrogatories.
21 To be clear Judge, they had provided some documents and
22 records. We believe not close to what exists but because there
23 was so many objections in the answers to Interrogatories, in
24 conjunction with, when you just dump documents, you can't tell
25 what's actually being provided. What, what are these documents

1 responsive too? What are you saying you don't have?
2 So we asked for formal responses to those discovery
3 requests as well as supplementation. We did not have a
4 response. After a number of emails and letters, I filed a
5 Motion to Compel which I don't like to do and rarely do.
6 Although, I guess you just mentioned I have six I'm pending in
7 this case but, it because we can't get documents from anyone.
8 On August 8, 2024, I filed a Motion to Compel again
9 identifying the deficiencies in detail, asking for the Court's
10 assistance in sorting that out. The hearing was set for
11 September 25th. On September 24th, I entered into a Consent
12 Order with Mr. Anthony and the parties which we represent, in
13 which the Defendants agreed to comply with the Discovery and
14 provide full and complete answers. The Order is both broad and
15 general as well as specific as to precisely what was to be
16 provided. The Order included specific Interrogatories that
17 required supplementation, and it also required full responses
18 to the written requests to which no response have been
19 received.
20 Judge Hayes signed that Order on September 26 providing
21 that responses in full were due on October 23rd. On October
22 22nd, the day before they were due, Mr. Anthony sent a letter
23 in which he provided some supplemental information but objected
24 to some of the Discovery requests that had Ordered by this
25 Court to be answered. This, we deemed the supplemental

1 information to be insufficient. There were no responses to the
2 first set of Requests for Production, no answers to the second
3 Interrogatories.
4 This was all in spite of an Order requiring full responses
5 to all three sets of Discovery. I sent a detailed letter to
6 Mr. Anthony outlining my concerns, again, enumerating the
7 deficiencies and noting that the Requests for Production had
8 not been answered and the second set of Interrogatories had not
9 been answered. I didn't get a response. This Motion's
10 ultimately filed after three requests for supplementation.
11 Judge, this is an important case to my client. He
12 believes that he has been cheated out of potentially millions
13 of dollars. I cannot assess my client's claims without
14 receiving the adequate full and complete information and
15 documentation that we believe exists. We have not been
16 provided any written responses to two out of three of the sets
17 of Discovery.
18 As to the first Interrogatories, they are still
19 incomplete. The Defendants claim well we don't have that much.
20 I'll just tell you, I don't believe it. I don't believe that
21 two corporations can exist for thirty years, and I can get a
22 couple inches of documents at best. There has got to be more.
23 I know there's more.
24 The Defendants have provided very limited documents and
25 records pertaining to each corporate entity. The corporate

1 documents for each entity five for Properties, 17 pages
2 Sportsman's Resort. There are no corporate minutes, there are
3 no corporate resolutions. There are no lease agreements
4 between the companies, which we know existed because we,
5 Properties leased to Sportsman's Resort for thirty years.
6 Where are the lease agreements?
7 There's hardly any correspondence. There's not a single
8 email between the individuals. I know there are emails.
9 Donnie Roth has some emails. Where are they? They haven't
10 been produced.
11 We've received extremely limited financial documents, next
12 to no operational documents, very limited banking documents. I
13 can't even get them to provide the bank account numbers. They
14 just say Arthur State Bank. We need detailed information. The
15 Defendants have provided none of the information or documents
16 requested in order to be produced pertaining to the
17 individuals, including Brendle.
18 The Order is clear. Answer the Discovery. Once there's
19 an Order and you don't file a Motion to Reconsider, you can't
20 object. That is the Order of this Court. Provide the
21 information related to Brendle and the other individuals as
22 well as the corporations.
23 We're entitled to Discovery. The Court has already
24 Ordered that Discovery. My client is entitled to all
25 information and documents which allow him to assess his claims.

1 As a shareholder, under the statute, he is entitled to the
2 documents and records which allow for a proper accounting. We
3 don't have them.
4 We again requested the Court enter an Order compelling
5 full, complete and timely production of all the information and
6 documents consistent with the prior Order requesting all sets
7 of Discovery. I also Judge ask that the Court entertain an
8 Affidavit from me related to my costs and fees associated with
9 this Motion as well as the Motion to Compel. My client should
10 not have to pay me to have this fight.
11 THE COURT: Thank you. Mr. Anthony.
12 MR. ANTHONY: Thank you Your Honor. And thanks to Mr.
13 Suggs for his kind words about me. I certainly have not tried
14 to obstruct anything in this case. And while my client's it's
15 true, may have been unresponsive to me at times in producing
16 things.
17 The fact is that, that there are things that they just
18 don't have. They can't, they can't produce what they don't
19 have. And that of course is an argument that can be made.
20 There was a very good closing argument that Mr. Suggs made
21 about how this all operated here and, and it's correct.
22 There, the two entities and, and was every corporate
23 formality followed, no, was not. At least that's, that's what
24 they represent to me. They don't have minutes. They don't
25 have all of the things that we'd like to have to show what

1 happened, leases and such.

2 But they simply say we don't have them, we didn't do those

3 things. We didn't have these meetings. And it's just not, not

4 the first close corporation that I've seen that doesn't

5 necessarily follow all the rules that a large corporation would

6 follow.

7 THE COURT: How about like bank account --

8 MR. ANTHONY: Sorry?

9 THE COURT: Bank accounts. I mean identifying bank

10 accounts.

11 MR. ANTHONY: We've identified bank accounts and the, in

12 fact, their Motions to Compel which you noted earlier, are, are

13 set in front of Judge McGee next month. Those are directed to

14 the banks. I mean we have not objected to their getting any,

15 any records. We've provided them whatever we had. And

16 whatever they want to get from the banks, they even, they even

17 had a prior attorney before this litigation started. And

18 they've asked for the records from that attorney. We have no

19 objected to that. So --

20 THE COURT: Well they identified the banks but not the

21 accounts? Is that correct?

22 MR. ANTHONY: I thought we did. That was --

23 THE COURT: Well there was an Arthur State and then there

24 was another bank. And I'm trying to remember.

25 MR. SUGGS: It's, it's --

1 THE COURT: Untrust or is that dealing with --
2 MR. SUGGS: It's, it's in his, in his letter of October
3 17, 2024, Judge, and I apologize for the interruption. The
4 answer related to the bank accounts was most accounts have been
5 with Arthur State Bank. There may have been accounts in the
6 inception with CNS Bank and American Federal.
7 THE COURT: That was from, yeah, from the very, very
8 beginning.
9 MR. SUGGS: Right but I'm --
10 THE COURT: CNS hadn't been around for a long time.
11 MR. SUGGS: What bank account numbers? What's the
12 operational? Was there a savings account? What, what are the
13 account numbers?
14 THE COURT: Okay. Mr. Anthony?
15 MR. ANTHONY: I --
16 THE COURT: I apologize, I interrupted, I just needed to
17 have that question answered.
18 MR. ANTHONY: Well I apologize because if, if we have not
19 provided those account numbers then I will verbally renew and
20 try to do that immediately. But I thought we had provided
21 everything that we had. I asked for, for bank accounts going
22 back and they, I mean, again, I'm not trying to argue the facts
23 here. They, they moved from one place to another, and they
24 tell me that a lot of records disappeared. They didn't get
25 transferred one place to another. They don't know where they

1 are.

2 And everything that they have provided to me I have

3 provided except for the personal financial information about

4 the individuals. And Mr. Suggs and I think have agreed that,

5 that we're going to withhold, he'll withhold his request for

6 that for now, with not, I mean, without prejudice so he can ask

7 later. But everything that, that the company has that has been

8 produced. And I agree with him, the information about Mr.

9 Brendle is important and, and, and should be disclosed. And

10 we're working on that.

11 The good news is, as I told him, as of this morning, the

12 way this transaction occurred where they're selling this huge

13 piece of property, that's going to be developed as -- some of

14 it's going to be developed as subdivision and maybe a golf

15 course, not sure. But it, it's, it was to happen in phases.

16 And the part of it already occurred. Part of it was supposed

17 to occur last summer. It did not but now I got word actually

18 as of yesterday late, that it's actually going to happen before

19 the end of this month.

20 And so a lot of the information that they are asking for

21 like how much each individual received, where the money came

22 from, closing statements. It's just, it hasn't even happened

23 yet. So, if and I don't want to deny Mr. Roth anything that he

24 is entitled to. And he is entitled to things as a shareholder.

25 No question about it.

1 And whether things were done properly, whether corporate
2 formalities were followed, whether monies were distributed
3 properly, the mortgages that, where the money went, I mean
4 those are all factual issues that they can, they can be
5 explored and if necessary tried before a jury to say whether
6 the funds were handled appropriately or not.
7 THE COURT: Well he can't explore them if he doesn't have
8 the documents to --
9 MR. ANTHONY: Right but I don't have them. So until I get
10 them, get them all, I can't, I can't give them to him. So we
11 would just say, I would, I would suggest or request that the
12 Court just, since there are those other Motions pending, and
13 again we don't object to them getting documents from everybody
14 they've filed subpoenas with. They don't have to compel as far
15 as we're concerned. They can compel from the lending
16 institutions and such.
17 But they don't, no need to do that, they're going to have
18 our consent. But if we want to continue this until the, the
19 next hearing that's already scheduled, the two things that will
20 have happened. We can, I can renew some of the information and
21 try to give him particularly give him the Brendle information.
22 And certainly the bank account numbers if that's what, what
23 they need. And the second closing will have occurred, and we
24 will have the information on the second closing that we will
25 provide before that date.

1 MR. SUGGS: May I respond Your Honor?

2 THE COURT: Yeah I'm, I'm going to hear from you. I'm

3 just, I'm --

4 MR. SUGGS: Okay.

5 THE COURT: -- I'm, I'm thinking about this, Mr. Suggs.

6 I'm just -- it, it sounds like the, the Motions to Compel,

7 unless I'm misunderstood you, there, they're more target

8 towards entities that have been named, right? So it's not

9 really tied to this.

10 MR. SUGGS: And they're subpoenaed documents. I mean I've

11 never, maybe it's bad luck, but I've never had so many parties

12 not respond to a subpoena. Mr. Tally is the only lawyer I

13 subpoenaed who actually responded. The rest of them have just

14 ignored the subpoenas. The bank hadn't responded.

15 MR. ANTHONY: Tally or McCarntey?

16 MR. SUGGS: I thought it was Tally. I know Tally

17 responded.

18 MR. ANTHONY: Okay.

19 THE COURT: Well he was just here a little while ago.

20 MR. SUGGS: Yeah, he responded in a timely fashion. But

21 Judge, nobody will answer our subpoenas. We can't get

22 documents from the parties. We can't get documents from the

23 third parties.

24 Judge something that wasn't addressed. You know, Mr.

25 Anthony says well we don't have the disbursement information

1 yet. I want to know what happened with the first $4 million.
2 Nobody's told us where that money went. Has any of that been
3 disbursed? Whose holding the money? What account's it in? I
4 don't have any of that information.
5 Correspondence, Mr. Anthony didn't address that. We are
6 in 2025. Even older gentleman and older ladies, no offense to
7 anybody in the courtroom, use email. Where are the emails
8 amongst these individuals related to the -- they exist.
9 Mr. Anthony is unable to put the pressure necessary on his
10 clients to get information. I've got to ask the Court to do
11 so. The Court is the only one that's going to be able to
12 compel Mr. Brendle and the other individuals to provide the
13 documents and provide the correspondence that we know it
14 exists.
15 THE COURT: I know you would say that they need to produce
16 it yesterday but what do you see as a reasonable amount of
17 time? Sixty days? Thirty days? If I were to --
18 MR. SUGGS: How about eight months? Since that's how long
19 we've been asking for it? Thirty days from now? I'm not
20 interested in rolling this over until to be decided when we
21 come back for more motions. I mean I --
22 THE COURT: Well I'm, I'm not going to -- I'm, I'm going
23 to deal with it now. I'm just trying to think exactly how --
24 MR. SUGGS: Yeah, Judge, full --
25 THE COURT: You did insult Mr. Alton back there when you

1 started talking about older people.

2 MR. SUGGS: Thirty days, forty-five days, whatever this

3 Court thinks is reasonable, that's -- but I would like an Order

4 and requiring full and complete responses to all the discovery

5 as previously enumerated in the Order. And I, and I would

6 again ask, and I don't think I've ever done it before, but I

7 would ask for the attorney's fees and costs associated with

8 having to file these motions. It, I, mean my understanding from

9 the Chief is that he wants to, to put some teeth into --

10 THE COURT: He does.

11 MR. SUGGS: -- the discovery process --

12 THE COURT: He does.

13 MR. SUGGS: -- and I think that's a good start.

14 THE COURT: He does. Okay. All right. Mr. Anthony, did

15 you want to respond sir?

16 MR. ANTHONY: I don't think I've got anything further.

17 Thank you sir.

18 THE COURT: Okay. All right, I'm going to grant, grant

19 his request. Mr. Suggs I want you to prepare an Order and I'm

20 also going to grant your attorney's fees. I'm going, I'm going

21 to give 45 days for them to comply. It may be though that

22 y'all can structure something that's going to be resolved with

23 the Motion to Compel that, and I want you to work with Mr.

24 Anthony on that.

25 I mean if there are certain things that are going to be

1 produced -- you know what I'm saying -- with, through the bank.
2 And I am going to, I'm going to grant the attorney's fees.
3 What I'm also going to do, I'll give 45 days. I'm going to
4 retain jurisdiction on this and entertain sanctions if they do
5 not produce what they can produce. And, and obviously if you
6 represent to this Court that they don't have certain things
7 then you know. I mean but you know the, there's going to be,
8 there's going to be probably some revelation as he starts to
9 get more and more information so, okay?
10 MR. SUGGS: And Judge, just a quick question. I don't
11 know what's going to happen obviously with those Motions to
12 Compel and maybe Mr. Anthony and I can work on it, but I would
13 think that the parties themselves would be able to authorize
14 the production of the documents from the various entities which
15 are withholding the records.
16 THE COURT: And Mr. Anthony said that they were going to
17 authorize. Didn't I hear, isn't that what you said?
18 MR. ANTHONY: I said, we, we simply did not object. We
19 got the notice that they were --
20 THE COURT: Okay. And maybe I misunderstood but I thought
21 that you had made that clear.
22 MR. SUGGS: There's not been I mean, and, and frankly, I
23 haven't requested Mr. Anthony's assistance with getting those
24 documents but maybe we can work together to get these various
25 entities which we have subpoenaed through an, records release,

1 authorization, etcetera to provide.

2 THE COURT: Okay. And, and again I'll reserve, or I'll

3 retain jurisdiction on this, okay. So hopefully that, that

4 gives you something to discuss with your clients and --

5 MR. ANTHONY: Your Honor the only, only comment I would

6 have is the one, to sort of reinforce the comment you made. If

7 they don't have it, they can't produce it.

8 THE COURT: Right.

9 MR. ANTHONY: But I, I don't want sanctions coming against

10 us because we haven't produced something that they --

11 THE COURT: Well I mean, but the, there are certain

12 things, it sounds like they, I mean bank account numbers, Mr.

13 Brendle --

14 MR. SUGGS: His information --

15 THE COURT: -- his stuff which, which has not been --

16 MR. SUGGS: -- correspondence --

17 THE COURT: -- and I, you know, I, we're not going to go

18 line by line I guess through each one of the Interrogatories

19 but I'm sure --

20 MR. ANTHONY: Well I'd (indiscernible)

21 THE COURT: -- there's some stuff that they have not

22 produced.

23 MR. ANTHONY: For instance, on the emails, the, they don't

24 have them, I don't know how they could say yes you do have

25 them, and you have to produce them. I don't know.

1 THE COURT: Okay.

2 MR. SUGGS: All right, thank you Judge.

3 THE COURT: It's great to see both of y'all.

4 MR. SUGGS: Good to see you.

5 THE COURT: Take care, bye-bye.

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1 CERTIFICATE OF TRANSCRIBER

2 I, Ali Beatty, a court-approved transcriber, do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of the proceedings had and evidence
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8 I do further certify that I am neither of kin, counsel,
9 nor interest to any party hereto.
10
11 November 10, 2025
12
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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
C.A. NO. 2024-CP-42-01687

DONALD ROTH

PLAINTIFF,

vs.

RIVER BEND SPORTSMAN'S
RESORT INC. ET AL

DEFENDANTS.

MOTION HEARING
BEFORE THE HONORABLE JOCELYN NEWMAN

DATE: AUGUST 5, 2025
LOCATION: SOUTH CAROLINA CIRCUIT COURT 7

TRANSCRIBED BY: ALI BEATTY

1 APPEARANCES:

2

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1 THE COURT: Yes sir, so let's jump onto number 10. That's
2 Donald C. Roth vs The River Bend Sportsman's Resort. 2024-CP-
3 42-01687. And this -- Plaintiff's Motion for Entry of
4 Judgement.
5 MR. SUGGS: Yes Your Honor.
6 MR. ANTHONY: You can sit down.
7 THE COURT: Your name Counsel?
8 MR. SUGGS: I'm Trey Suggs. I'm here on behalf of the
9 Plaintiff.
10 THE COURT: All right.
11 MR. ANTHONY: Your Honor I'm Kenneth Anthony. I'm here
12 for the Defendant.
13 THE COURT: Wonderful. Okay, Mr. Suggs let me hear your
14 motion.
15 MR. SUGGS: Yes ma'am. Your Honor if I may, my plan was
16 to run quickly through some procedural history, give an
17 overview of the facts and allegations and then call my client
18 to go through some of the evidence and testimony. Does that
19 please the Court?
20 THE COURT: Yes sir. Let me, trying to figure out
21 procedurally but maybe you'll tell me. Go ahead.
22 MR. SUGGS: I will. Judge I represent Donnie Roth as I
23 mentioned. We filed a Complaint back in April of 24 against
24 all the Defendants: River Bend Sportsman's Resort, Properties,
25 Ralph Brendel, Paul Barnwell, Robert Estes and Paul Lehner.

1 The Causes of Action include a variety: conversion, conspiracy,
2 unjust enrichment as well as violations of SCUTPA. We went
3 through the normal course of litigation Your Honor, exchanged
4 written discovery.
5 The Defendant's took the position -- or excuse me, the
6 Plaintiff's took the position that Defendant's did not fully
7 respond. We ultimately filed a Motion to Compel. An Order was
8 entered by Judge Mark Hayes on September 26, 2024, requiring
9 full and complete disclosure, discovery excuse me. Defendants
10 did not fully respond.
11 We filed a Motion for Order and Rule to Show Cause on
12 November 4th, 2024. By Order of the Court of February 6th,
13 2025, the Court granted our Motion for Order and Rule to Show
14 Cause and gave the Defendants 45 more days to respond to
15 discovery in full and comply with that Order as well as the
16 proceeding Order. By supplemental Order of March 26th, 2025,
17 Judge Fant determined that the Defendants did not comply with
18 the previous orders and gave the Defendants additional time up
19 to April 10 to comply with the Order or risk having their
20 Answer stricken. Judge, by Order of April 16, 2025, the Court
21 struck the Answer of all the Defendants. The Defendants filed
22 a Motion to Reconsider, which was denied by Order of Judge Fant
23 on May 27, 2025. And this Motion for Entry of Judgement
24 follows as the Defendants are prohibited from presenting a
25 defense and the allegations presented in the Complaint are thus

1 admitted.

2 THE COURT: Makes sense now. Okay, yes sir.

3 MR. SUGGS: So, I'm respectful of the Court's time. The

4 facts are complicated, and the party names are complicated.

5 All right so if you'll bear with me and let me just walk

6 through the history because it dates back to the 1980s.

7 THE COURT: Yes sir.

8 MR. SUGGS: So bear -- am I ---

9 THE COURT: Yeah.

10 MR. SUGGS: Do I sound strange?

11 THE COURT: It's a little feedback.

12 MR. SUGGS: I don't need the mic --

13 THE COURT: Work on it.

14 MR. SUGGS: -- unless y'all need the mic.

15 THE COURT: Well we're recording via WebEx so --

16 MR. SUGGS: Got it.

17 THE COURT: -- we need the mic. Think they're adjusting

18 volumes.

19 MR. SUGGS: How we sounding?

20 THE COURT: That's better.

21 MR. SUGGS: Okay.

22 THE COURT: Sounds like it.

23 MR. SUGGS: Great.

24 THE COURT: Okay. Thank you.

25 MR. SUGGS: All right Judge, we have a couple of corporate

1 Defendants. One is River Bend Sportsman's Resort Incorporated.
2 And because they're three different corporate entities that
3 start with the term or the word River Bend, I've decided for
4 ease of reference just to refer to River Bend Sportsman's
5 Resort as Sportsman's Resort. They were incorporated back in
6 1985. The purpose of Sportsman's Resort was to own and operate
7 a wing shooting preserve in Inman, South Carolina called River
8 Bend. The initial shareholders include all of the named
9 individual Defendants with Ralph Brendel, who's here with us
10 today as President. My client, Donnie Roth, was not an
11 original shareholder of Sportsman's Resort, but purchased
12 shares in 1993.
13 River Bend Properties is a separate and distinct legal and
14 corporate entity. And I will probably go back and forth
15 between calling them Properties and calling them River Bend
16 Properties. But Properties was incorporated in June of 1992,
17 about seven years after Sportsman's Resort. And its purpose
18 was solely to purchase, hold and lease real estate to the
19 operationals portion which was Sportsman's Resort.
20 My client Donnie Roth was one of the initial shareholders
21 and he owned 16.66 percent of the shares of properties. The
22 other owners of Properties, the Defendants who have been named
23 here, were also shareholders of Sportsman's Resort. So at the,
24 when Properties first began, all of them were owners of
25 Properties as well as, around that time, owners of Sportsman's

1 Resort. Brendle was President of both, Properties and
2 Sportsman's Resort.
3 In July of 1992, Properties purchased 374 acres of land,
4 of raw land, that I'll refer throughout the argument as The
5 Property. It was encumbered by a 20-year mortgage with
6 Palmetto Farm Credit, and it was guaranteed by the individual
7 shareholders, including Donnie Roth. So my client guaranteed
8 personally that initial loan for the purchase of the 374 acres
9 of land. I don't know that it really matters but to keep
10 things straight, at some point in the years thereafter,
11 approximately 50 acres of that 374 was partitioned and sold,
12 leaving a balance of just over 322 acres.
13 Fast forward to 1996, Donnie Roth had been working with
14 Ralph Brendle at River Bend. There was a business dispute and
15 a falling out. Donnie was asked or forced to get out of
16 Sportsman's Resort. He sold his shares in Sportsman's Resort
17 at that time but retained his shares to Properties. From that
18 point forward, and it's pretty important, Donnie Roth was the
19 only shareholders of Properties who was not also a shareholder
20 of Sportsman's Resort. So he's the odd man out.
21 THE COURT: Yeah.
22 MR. SUGGS: All the other individual shareholders of
23 Properties were also shareholders of Sportsman's Resort and
24 from that point forward, we believe the evidence and as pled
25 shows that Properties essentially was the piggy bank for the

1 operations of Sportsman's Resort. Donnie Roth was not actively
2 involved in the operations or management of Properties because
3 essentially it's just, it's three, it's 322 acres of raw land.
4 It's just sitting there waiting to get sold some day for a
5 profit. And so there wasn't a whole lot for him to do.
6 He was never notified of shareholder meetings. Donnie
7 Roth was not provided financial documents or statements other
8 than annual K1s. He was not notified of any refinancing of
9 mortgages pertaining to the property. What you will see is
10 that starting in May of 1999, more than a decade prior to the,
11 excuse me, maturity of the original mortgage, without Donnie's
12 knowledge or consent, Properties refinanced the property,
13 taking out a five-year mortgage or loan for $272,000.
14 The money from that loan was siphoned to Sportsman's
15 Resort to fund its operations. Could not and did not benefit
16 Donnie Roth. In August of 2001, just two years later,
17 Properties refinanced again. Five-year note, $540,000
18 mortgage. Donnie Roth was not notified, had no idea what's
19 happening. Those funds were siphoned off and went to
20 Sportsman, excuse me, went to Sportsman's Resort. One year
21 later, August of 20, '02, they encumbered the property with a
22 $704,000 mortgage. Again, Donnie Roth was unaware. Funds were
23 again used to finance the operations of Sportsman's Resort.
24 On July 27, 2018 -- notice I am jumping forward Your Honor
25 by 16 years. After decades of silence from Properties and its

1 other shareholders, the Defendants, without Roth's knowledge or
2 consent, signed a document on behalf of Properties allegedly
3 transferring title to the property from Properties to
4 Sportsman's Resort. For satisfaction of the existing mortgage,
5 for payment of property taxes and insurance and maintenance,
6 and supposedly $60,000 when and if the property was ultimately
7 sold. The interesting thing is, and I hesitate to even mention
8 it, and I'll tell you why I mention it, it was never filed.
9 This document is not even really a deed or a transfer of
10 title. It's just this weird pseudo legal document that's never
11 filed. But what it does Your Honor it shows that all the way
12 back in July of 2018, the Defendants were considering how they
13 were going to manage to rest the ownership of the property from
14 Donnie and give it to Sportsman's Resort where they would only
15 benefit. But they didn't follow through with it at that point.
16 For the next three or four years Your Honor, Donnie kept on
17 getting K1s from the property.
18 And then in May 18, 2021, again without Roth's knowledge
19 or consent, Properties took out an even greater mortgage. This
20 time a 25 year note with a loan amount of $1.92 million.
21 Interestingly, the mortgagor on that note was Properties, while
22 Sportsman's Resort was identified as the borrower. How the
23 bank allowed that, I do not know but they did.
24 You'll see who signed it. It wasn't Donnie. It was Ralph
25 Brendle, who is President of both entities. None of the funds

1 from the $1.92 million note went to Properties or to Donnie
2 Roth. On the same day, the Properties also took out a second
3 mortgage for $190,000.
4 These mortgages we will show were taken out in advance of
5 the planned sale of the real estate owned by both Properties
6 and Sports Resort. They were going to package all that
7 together because, because Sportsman's Resort owned some land as
8 well. They're going to package it and sell it to a new buyer.
9 On October 30, 2023, Ralph Brendle on behalf of Properties
10 executed a deed transferring the property, the 322 acres, from
11 Properties to Sportsman's Resort in exchange for $10. That was
12 in fact filed. Of course Donnie was not notified of that
13 transfer, but it was approved by all the other shareholders of
14 Properties, who are also owners of Sportsman's Resort.
15 Judge, the Defendants had successfully conspired to cheat
16 Donnie out of 16.66 percent of share of the property. The
17 appraised value of the property was over $6.7 million. There
18 are appraisals that show it at $21,000 an acre and it was sold
19 for $20,000 an acre. Roth's 16.66 percent ownership has a
20 value of $1,127,000.
21 On October 30, it appears, of '23, Sportsman's Resort sold
22 at least part of the property to River Bend Partners LLC. A
23 completely separate entity of which none of the Defendants are
24 an owner and it is not a Defendant in this lawsuit. But they
25 sold it to a third party for 4.2 million. The contract price

1 for the sale of all of it, for the property owned by River Bend
2 Sportsman's Resort, as well as Properties, was $8 million which
3 included -- and, and I'll be clear -- included amenities and
4 real estate that Donnie and Properties do not own. So it was,
5 it was a combination of Properties property and Sportsman's
6 Resort Property.
7 The appraisals utilized for the closing puts the raw land
8 valued at $21,000 per acre. Most of the sale of the property
9 is closed but a portion of it has not. But Judge, my client
10 doesn't own it anymore. So whether it's closed or not, it's
11 taken from him either way.
12 I'll note Judge that even the $10, my client has not
13 received his $1.66. He hasn't received a dime. He's received
14 nothing. And so Judge, I would at this time, and I know we'll
15 be a little bit redundant, but I do want to make a record. I'd
16 like to ask Donnie Roth to the stand so I can work through some
17 of the documents and testimony with him if that pleases the
18 Court?
19 THE COURT: Yes sir. Yeah. I was going to say I'm happy
20 for you sit there.
21 MR. SUGGS: Okay. Him? Okay.
22 THE COURT: Yeah. Would you raise your right-hand sir?
23 PLAINTIFF, DONALD ROTH, SWORN
24 THE COURT: Do you solemnly swear or affirm the testimony
25 you give the Court will be the truth, the whole truth and

1 nothing but the truth so help you God?

2 THE WITNESS: Yes.

3 THE COURT: Okie dokie. Just make sure, yeah thank you.

4 That microphone's in there.

5 MR. SUGGS: Judge, can I hand up a packet for you?

6 THE COURT: Yes sir. A mighty big packet.

7 MR. SUGGS: I am not going through every page ma'am.

8 THE COURT: Thank you.

9 MR. SUGGS: All right Mr. Roth, we, can you introduce

10 yourself to the Court?

11 THE WITNESS: My name is Donnie Roth. Donald Charles

12 Roth, I live in Greenville, South Carolina.

13 DIRECT EXAMINIATION

14 BY MR. SUGGS:

15 Q. And just briefly Donnie, how did you get involved with

16 River Bend, not the corporate entity, but the shooting

17 preserve?

18 A. In early maybe first of summer 1991, I had a friend

19 invited me to go shoot sporting clays and at River Bend. I

20 didn't know what sporting clays were. It's a, it's a target

21 game. So I went up there and shot, had a very good time. Guys

22 name was Sammy Tap. He worked for Ralph as a guide, a hunting

23 guide.

24 After shooting that day, I came home to my wife and I said

25 you know something, I'm going to build a gun club and a

1 shooting preserve. So I went looking for property. But
2 anyhow, through the summer I went back and shot several more
3 times and met Ralph and, and had several conversations with
4 him. And he found out I was, I was between jobs.
5 I had left a company that I had been working with for 19
6 years. I was Senior Vice President of the company. Life
7 wasn't fun anymore and I would, I would be, I was working
8 thousands of people and just not having fun and on the plane
9 all the time. So I decided I was going to find something new.
10 And a gun club and a shooting preserve is just right now my
11 alley.
12 So anyhow, Ralph asked me if I would help him sell that
13 year, help him market and sell and, and call on existing
14 customers and, and call on new customers. And I thought what a
15 great idea to learn more about the shooting preserve and more
16 about the gun club business. So we struck a deal, and I worked
17 off a percentage of whatever I sold. I wasn't an employee but
18 I just, that's what we did.
19 River Bend had their best sales to date as far as there
20 hunting season. It was, they shot more quail, pheasant,
21 chukar. And at the end of the season, toward the end of the
22 season, Ralph Barnwell, Paul Barnwell, two brothers. And Ralph
23 came to me and asked me if I would like to invest in River
24 Bend.
25 Q. All right, well let's, let me stop you there. So

1 River, you invest in River Bend Sportsman's Resort?
2 A. That's correct. In the resort.
3 Q. And were you ultimately a shareholder of Sportsman
4 Resort?
5 A. Yes.
6 Q. All right. And what was your ownership? What, what
7 was the purpose of Sports Resort? Was it the operational arm?
8 A. The resort is the operational arm of the preserve.
9 Q. And were Ralph Brendle, Paul Barwell, Robert Estes and
10 Paul Lehner all shareholders of Sportsman's Resort?
11 A. Yes.
12 Q. Does Exhibit 1 there, this all good and wrinkled for
13 you, does that document reflect the ownership of Sportsman's
14 Resort at the time you purchased shares?
15 A. Yes.
16 Q. And is, and is Exhibit 2 an accurate representations
17 of the stock certificate reflecting your ownership in
18 Sportsman's Resort?
19 A. Yes sir, correct.
20 Q. All right. And so you became, I think it shows you
21 became a shareholder in Sportsman's Resort in '93?
22 A. Correct.
23 Q. All right, well let's talk briefly about Properties.
24 Were you an original shareholder of Properties?
25 A. Yes I was.

1 Q. And is Exhibit 3 a stock certificate referencing or
2 representing your ownership of shares in that company?
3 A. Yes sir, it does.
4 Q. And what percentage of the company, that being River
5 Bend Properties Incorporated, did you own?
6 A. 16.66 percent.
7 Q. And have you ever sold or otherwise transferred those
8 shares?
9 A. I have not.
10 Q. All right. Do you hold those shares today?
11 A. I do.
12 Q. All right, in Exhibit 4, is that an accurate
13 representation of the stock holders and their respective shares
14 in River Bend Propers?
15 A. Yes sir.
16 Q. What was the purpose of Properties?
17 A. We purchased the property to lease it back to the
18 resort.
19 Q. All right.
20 A. Additionally we sold some property and planted pine
21 trees and sold some sand rights.
22 Q. All right did Properties purchase approximately 374
23 acres of land for $365,000 in July of 1992?
24 A. Yes sir.
25 Q. And is that property found at Spartanburg County Tax

1 Map Reference Number 2-10-00-004.02?
2 A. Yes. Yes.
3 Q. Can we refer to that as the property?
4 A. Absolutely.
5 Q. Okay. Exhibit 5, that's title work to the property.
6 Exhibit 6 is the deed history. Exhibit 7 is mortgage history
7 with the mortgages. Have you had a chance to review those
8 documents generally?
9 A. I have.
10 Q. All right and do they appear to be accurate to your
11 understanding?
12 A. They do.
13 Q. Did Properties initially obtain a mortgage to purchase
14 the property in 1992?
15 A. Yes.
16 Q. Did you have to sign a personal guarantee for that
17 original mortgage?
18 A. I did.
19 Q. And thereafter was approximately 52 acres of property
20 partitioned into lots and sold, leaving 322.146 acres?
21 A. Correct, yes sir.
22 Q. And what was your plan for your shares in the
23 property? What were you planning to do?
24 A. My shares was, was hopefully one day that we'd sell
25 the property. I'd make some money off the original deal.

1 Q. All right, were you going to hold onto your shares
2 until the property was sold?
3 A. Absolutely.
4 Q. Was there anything for you to do in the meantime?
5 A. No.
6 Q. And then what, I think I, you heard me mention, I
7 think, or you hadn't mentioned it yet but your involvement with
8 River Bend and ownership in Sportsman's Resort ended in 1996?
9 A. Correct.
10 Q. And why did y'all part ways? Just generally.
11 A. We had a disagreement with basically all bad business
12 practice.
13 Q. And were you essentially forced out?
14 A. Yes I was.
15 Q. And did you sell your shares in Sportsman's Resort at
16 that time?
17 A. I did.
18 Q. And after 1996, did you have any financial or other
19 ownership interest in Sportsman's Resort?
20 A. I did not.
21 Q. Did you sell your shares to Properties at the same
22 time?
23 A. I did not.
24 Q. After 1996, did you continue to have a financial and
25 ownership interest in Properties?

1 A. Yes.
2 Q. And did the other shareholders in Properties, Ralph
3 Brendle, Paul Barnwell, Robert Estes, and Paul Lehner, also
4 continue to be shareholders in Sportsman's Resort?
5 A. Yes.
6 Q. All right so they were all partners in Properties, but
7 you were the only one who was not also involved in Sportsman's
8 Resort?
9 A. Correct.
10 Q. After 1996, were you actively involved in the
11 management or operation of River Bend Properties?
12 A. No.
13 Q. And what was your involvement? What was it limited
14 to?
15 A. Receiving K1s every year.
16 Q. All right. And did you go to shareholder meetings?
17 A. There wasn't any. I didn't go to them.
18 Q. Were you ever notified of a shareholder meeting?
19 A. No.
20 Q. Were you provided minutes from meetings?
21 A. No.
22 Q. Were you provided any financials from the properties?
23 A. No.
24 Q. Were you provided any mortgage or banking information?
25 A. No. Nothing.

1 Q. After the initial purchase of the property, were you
2 ever notified that the property was being refinanced?
3 A. No.
4 Q. Having reviewed the mortgage history there that we've
5 marked, do you understand that the property was refinanced for
6 $272,000 in 1999, $540,000 in 2001, $704,000 in 2002, and $1.92
7 million in 2021?
8 A. I --
9 Q. You understand that now?
10 A. I do.
11 Q. Did you know it at the time?
12 A. I did not.
13 Q. All right. And do you know why the loan amounts went
14 up every time the property was refinanced rather than going
15 down as the debt was satisfied?
16 A. Only to help finance the resort.
17 Q. You know what happened to the funds from the
18 refinancing?
19 A. I do not.
20 Q. Okay. Do you understand the Sportsman's Resort was
21 using the property owned by Properties as collateral to raise
22 operating capital?
23 A. I did not.
24 Q. Do you know that now?
25 A. I do now.

1 Q. All right did you benefit from that in any way?
2 A. No, no sir.
3 Q. Were you ever notified by Ralph Brendle or any of the
4 other shareholders of Properties or Sportsman's Resort about
5 refinancing the property?
6 A. No sir.
7 Q. Did you ever consent or agree to refinancing the
8 property?
9 A. No sir.
10 Q. Did you ever sign a document pertaining to refinancing
11 the property?
12 A. No sir.
13 Q. Did you ever receive any money or other benefits
14 related to refinancing the property?
15 A. No sir.
16 Q. Would you have consented to refinancing the property
17 if you knew the funds were being used to operate Sportsman's
18 Resort?
19 A. No sir.
20 Q. Let's fast forward to 2018. I'm going to ask you to
21 look at Exhibit 8.
22 A. Exhibit 6. Okay sir.
23 Q. Does it appear this document was executed on July 27,
24 2018?
25 A. Yes sir.

1 Q. When did you first see this document?
2 A. Maybe last year, maybe this year. I'm not sure when
3 we got it.
4 Q. And does this document appear to purport to transfer
5 title on the property from River Bend Properties to Sportsman's
6 Resort?
7 A. Yes sir.
8 Q. Do you know whether it was filed?
9 A. I do not.
10 Q. All right. Look at the first and second page and just
11 list for me the folks who signed this whatever you want to call
12 it, this transfer document?
13 A. Ralph Brendle, Paul Barnwell, Paul Lehner and Bob
14 Estes, or Robert Estes.
15 Q. Were you the only living shareholder at the time
16 shareholder of Properties who did not sign that document?
17 A. That's correct.
18 Q. Were you the only shareholder who stood to be
19 financially injured by that transfer?
20 A. Yes I was.
21 Q. And were you notified at any time prior to July 27,
22 2018, or on July 27, 2018, that the other shareholders in
23 Properties planned to transfer the property to Sportsman's
24 Resort?
25 A. No sir.

1 Q. Did you consent to that?
2 A. I did not.
3 Q. If you'd been asked, would you have consented?
4 A. Absolutely not.
5 Q. Now there's a reference to $60,000 payable upon
6 closing. Have you ever received any of that?
7 A. I have not.
8 Q. And then I want to share with you briefly Exhibit 9.
9 Those are K1s. Those are dated 2019 through 2023? 2022. Did
10 you receive those K1s reflecting your ownership in Properties
11 for those years?
12 A. I did.
13 Q. All right. Will you look at Exhibit 10.
14 A. Yes sir.
15 Q. You see it's titled to real estate?
16 A. Yes sir.
17 Q. Do you understand that's a deed transferring or
18 selling the property, the 322 acres, from Properties to
19 Sportsman's Resort?
20 A. I, I do now.
21 Q. Was that property that you and the other shareholders
22 of Properties owned at the time of transfer?
23 A. Yes sir.
24 Q. And that was on October 30, 2023?
25 A. Yes. 30th day of October 2023.

1 Q. And do you understand that October 30 was one week
2 after Sportsman's Resort had entered into an agreement with
3 River Bend Properties to sell the entire River Bend property,
4 including property owned Properties for $8 million?
5 A. I do now, yes sir.
6 Q. And it lists consideration on the front page what they
7 were, what they were selling it for. What, what was the
8 consideration for this sale of 322 acres from Properties to
9 Sportsman's Resort?
10 A. $10.
11 Q. Was the property worth $10?
12 A. Worth a lot more than that.
13 Q. Is it your understanding that at the time the transfer
14 the value of the property was over $6.7 million?
15 A. I do now, yes sir.
16 Q. And did you consent to that transfer?
17 A. I did not.
18 Q. Were you notified of the transfer prior to it
19 occurring?
20 A. I did not. I was not.
21 Q. Were you notified -- excuse me?
22 A. I was not.
23 Q. Were you notified of a meeting to discuss the
24 transaction?
25 A. I was not.

1 Q. Did you attend a meeting the sale?
2 A. I did not.
3 Q. If you had been notified that Properties was going to
4 sell 322 acres to Sportsman's Resort for $10, would have
5 consented to that?
6 A. I would not have.
7 Q. And who signed the deed and Affidavit on behalf of
8 Properties?
9 A. Ralph Brendle.
10 Q. And that was the same Ralph Brendle who was President
11 and shareholder of Sportsman's Resort as well?
12 A. That's correct.
13 Q. All right so Ralph Brendle and the shareholders of
14 Sportsman's Resort were selling the $6.5 million property from
15 Properties to Sports Resort for $10?
16 A. Correct.
17 Q. Did you get a portion of $10?
18 A. No sir.
19 Q. Let's look at Exhibit 11. It's a purchase and sale
20 agreement that we mentioned a moment ago. Do you see the date
21 on that?
22 A. October 24th, 2023.
23 Q. And the seller is River Bend Sportsman's Resort?
24 A. That's correct.
25 Q. And the purchaser is River Bend Partners LLC?

1 A. That's correct.
2 Q. That's a independent third party?
3 A. That's correct.
4 Q. So given the two documents we just looked at being 10
5 and 11, does it look to you that a week after, after
6 Sportsman's Resort contracted to sell this property to a third
7 party, that it actually transferred the title over?
8 A. Yes.
9 Q. And Exhibit A, well did you say, did I ask you about
10 the contract price? Did you see it was $8 million? I think
11 it's on the first page.
12 A. On the first page?
13 Q. Yeah. At the bottom, purchase price.
14 A. Yes, $8 million.
15 Q. Donnie, if you just look at Exhibit A that I've
16 flagged for you. Does Exhibit A where there's a list of tax
17 parcels include the parcel owned by Properties which was 2-10-
18 00-004.02?
19 A. Correct.
20 Q. And who signed the purchase and sale agreement for
21 Sportsman's Resort? You could look at the previous page, right
22 there.
23 A. Ralph Brendle.
24 Q. All right. You have 12 and 13 which we'll breeze
25 through. Exhibit 12 is an appraisal. Do you see that at the

1 top? Appraisal report?
2 A. Yes sir.
3 Q. And the date is September 21, 2023? Is that right?
4 A. Yes sir.
5 Q. And that was before the other shareholders of
6 Properties transferred the property to Sportsman's Resort?
7 Because that would have been in October.
8 A. That's right.
9 Q. All right. And it was performed for a mortgage
10 company called Home Trust Bank?
11 A. Correct.
12 Q. And if you look at page 1, and that's the numerical
13 one, not the first page, yep, yep you're on it. Where it's
14 introduction and property identification, do you see the
15 reference to your properties, the property, the 322 acres owned
16 by Properties? Do you see that referenced there?
17 A. Yes sir.
18 Q. All right. And does that map also reflect a property
19 owned by Properties? I hope your copy's better than mine.
20 It's on page 1. That right there.
21 MR. ANTHONY: Your Honor at this point I have to object to
22 this an opinion of a party not present, not testifying, it's
23 hearsay as to any values that the property has. I don't think
24 any, any, any expert or can be cross examined and so we would
25 object to that as hearsay.

1 THE COURT: Mr. Suggs?

2 MR. SUGGS: Your Honor it was an appraisal that was

3 provided to us by the parties to the deal that was utilized as

4 the foundation for the sales price.

5 THE COURT: This came in the course of discovery in this

6 case or --

7 MR. SUGGS: No ma'am. By way subpoena to -- we couldn't

8 get --

9 THE COURT: Right.

10 MR. SUGGS: We couldn't get these documents from the

11 Defendants.

12 THE COURT: Right.

13 MR. SUGGS: We had to go around them to subpoena other

14 people. So we actually got this from the seller of the

15 property pursuant to a, a subpoena.

16 THE COURT: Okay. I'll allow it over the Defendants'

17 objection because it wasn't prepared in the course of this

18 litigation or for this Plaintiff or you know, all of the things

19 that would lend some bias or, or something like that. And

20 generally I think appraisals kind of speak for themselves. And

21 you know, it's, it's relevant certainly to consider the basis

22 of the purchase price in addition to -- I mean it just sort of

23 buttresses the argument of, you know, concerning the value of

24 the land but you know, certainly the appraiser's not here.

25 But I have no other reason, other than the fact that it

1 technically is hearsay, to doubt the validity of it. You know,
2 an appraisals, I mean, as I'm sure you all know, and this one
3 seems to be no different, I mean they sort of describe the
4 methodology and it's the same probably oral testimony that the
5 witness would give. So I'll allow it over Defendants
6 objection.
7 MR. SUGGS: Thank you Your Honor. If you'd look at page
8 2, Mr. Roth.
9 THE WITNESS: Yes sir.
10 BY MR. SUGGS:
11 Q. What was the property under contract for as far as
12 price per acre?
13 A. $20,000 per acre.
14 Q. Right and then turn to page 43. You went to far. And
15 what did the appraiser determine was the fair market value per
16 acre for the property?
17 A. 21,000, $21,000 a acre.
18 Q. And briefly I'm just going to show you Exhibit 13 as
19 well. We're done with the first appraisal. This was a 2024
20 appraisal, dated October 14, 2024. And if you look at it, was
21 that appraisal done for River Bend Sportsman's Resort?
22 A. Correct.
23 Q. And will you flip to page 3 that I tabbed for you?
24 A. Yes sir.
25 Q. How does the appraiser describe the transfer starting

1 with the 2023 transfer in the third paragraph from the bottom?
2 A. The, the 2023 transfer between River Bend Properties
3 Inc. and --
4 MR. ANTHONY: Your Honor can, can my objection continue?
5 THE COURT: Yes sir.
6 MR. ANTHONY: Thank you.
7 THE COURT: You may proceed. Go ahead.
8 THE WITNESS: The 2023 transfer between River Bend
9 Properties Inc. and River Bend Sportsman Resort Inc. was
10 between related parties and was not arm's length.
11 BY MR. SUGGS:
12 Q. And then if you look on that same page, there's a
13 table above that. What does it reflect the sales price for the
14 transfer between Properties and Sportsman's Resort?
15 A. $0.
16 Q. And do you understand that the property, which was
17 originally held by Properties, the 322 acres, was transferred
18 from Properties to Sportsman's Resort for $10?
19 A. Yes.
20 Q. Is it your understanding that at least a portion of
21 that property has been sold by Sportsman's Resort to River Bend
22 Properties, a third party, for a price of $20,000 per acre?
23 A. Yes.
24 Q. Do you understand they're also under contract to buy
25 the remaining balance of the 322 acres at that price?

1 A. Yes sir.
2 Q. All right. And is it your understanding that the
3 appraised value of the property was $21,000 per acre?
4 A. Yes.
5 Q. Is it your opinion that the fair market value of the
6 property belonging to River Bend Properties at the time of its
7 transfer to Sportsman's Resort was $21,000 per acre?
8 A. Yes sir.
9 Q. Do you believe that you are entitled to 16.66 percent
10 of the value of the property which was taken from you without
11 your knowledge or consent?
12 A. I do.
13 Q. Do you believe that the value of the property at the
14 time of its transfer was $6,762,000 based upon a price per acre
15 of $21,000?
16 A. Yes.
17 Q. And would your share 16.667 percent of that number be
18 $1,127,225?
19 A. That's correct.
20 Q. Are you asking the Court for Judgment in the amount of
21 $1,127,225 as well as trouble damages and attorney's fees under
22 the Unfair Practice Act or consideration of punitive damages
23 for fraud and conversion in lieu of a finding of trouble
24 damages and attorney's fees?
25 A. Correct. I do.

1 MR. SUGGS: Those are all the questions I have for the
2 witness Your Honor.
3 THE COURT: Any cross-examination Mr. Anthony?
4 MR. ANTHONY: Yes, thank you Your Honor. Please the
5 Court?
6 THE COURT: Yes sir.
7 CROSS EXAMINATION
8 BY MR. ANTHONY:
9 Q. Mr. Roth just to go back and again make clear. I
10 think Mr. Suggs did, but we've got two entities here. We've
11 got the Resort, and we've got Properties, right?
12 A. Correct.
13 Q. Yes. And you were originally a shareholder in the
14 Resort?
15 A. I was originally a shareholder of the Properties
16 first.
17 Q. Properties first or River Bend Resort first?
18 A. Properties first.
19 Q. Okay. Well when, when did you become a, a member of
20 River Bend Resort?
21 A. In '93.
22 Q. And what'd you pay for it?
23 MR. SUGGS: Judge is this going to damages, Your Honor,
24 because the allegations are deemed admitted.
25 THE COURT: Absolutely they are. I don't know where

1 you're going.
2 MR. ANTHONY: Well I, I, I simply need to lay a little
3 more background than --
4 THE COURT: Sure.
5 MR. ANTHONY: -- Mr. Suggs did.
6 THE COURT: Sure.
7 BY MR. ANTHONY:
8 Q. Did you pay anything for your interest in River Bend
9 Resort?
10 A. I did.
11 Q. What'd you pay?
12 A. $50,000.
13 Q. Is paid money out, out of your pocket to buy a share
14 of River Bend Resort?
15 A. Yes sir.
16 Q. All right.
17 A. Twenty, twenty, twenty percent --
18 Q. Right.
19 A. -- which was equal shares of any of the operating
20 partners.
21 Q. Which was $50,000?
22 A. Correct.
23 Q. And then you later, for whatever reason, you left
24 River Bend Properties Resort, excuse me, River Bend Resort and
25 you sold your shares back to the company didn't you?

1 A. That's correct.
2 Q. For twice as much as you paid for them?
3 A. That's correct.
4 Q. So $100,000 you got by selling that out. You took
5 your, you gave the company your shares back. You are no longer
6 a shareholder.
7 A. That's correct.
8 Q. And then River Bend, you became a shareholder in River
9 Bend Properties when?
10 A. When did I become a partner in River Bend Properties?
11 Q. Yes.
12 A. In '92.
13 Q. And what was the purpose of River Bend Properties?
14 A. Was to lease the land to River Bend or the Resort.
15 Q. All right. And what did you pay for your interest in
16 River Bend Properties?
17 A. The exact same price as everybody else.
18 Q. What, what'd you pay for it?
19 A. The exact same price as everybody else.
20 Q. I don't really -- to be honest with you, I don't
21 really know. But I do know this, that we were all equal
22 partners and whether it was $1,000 that we all put up to
23 operate the business, or start the business, or $10,000, we all
24 did the same thing.
25 Q. All right well what you're avoiding telling me I think

1 --

2 A. I'm not trying to avoid it. It's just been too long.

3 MR. SUGGS: Let him finish.

4 THE WITNESS: Okay.

5 BY MR. ANTHONY:

6 Q. You didn't pay anything for your interest in River

7 Bend Properties?

8 A. Yes sir.

9 Q. No you didn't right? Just, unlike River Bend Resort

10 where you came up with your own check put $50,000 into the

11 company, you didn't write a check to River Bend Properties to

12 buy your share of them?

13 A. I did exactly what everybody else did. So, all I'm

14 saying is if they didn't do it, I didn't either. If they put

15 in a thousand dollars, I did too.

16 Q. Well did you put up a thousand dollars?

17 A. Whatever they did, I did the exact same thing. I

18 can't remember.

19 Q. You have a check somewhere that shows you paid a

20 thousand dollars or --

21 A. Not from 1992 I don't.

22 Q. So you didn't pay anything did you?

23 THE COURT: He does not recall. What he recalls is that

24 he did the same thing everybody else did.

25 THE WITNESS: We were all equal partners, and I promise

1 you I did exactly what everybody else did.
2 THE COURT: And the Court accepts that, that may have been
3 zero dollars. I, I understand the point you're trying to make.
4 It may have been zero dollars. His point is that no one else
5 put any money in either.
6 BY MR. ANTHONY:
7 Q. No proof that you put in any money into River Bend
8 Properties, right?
9 MR. SUGGS: We concede that Your Honor.
10 THE COURT: Okay.
11 MR. ANTHONY: Okay.
12 THE COURT: There we go.
13 BY MR. ANTHONY:
14 Q. Now, River Bend Properties, of course, by definition,
15 is property. Pays property taxes to the county right?
16 A. Yes sir.
17 Q. Yes. Did you ever pay any money toward the property
18 taxes?
19 A. Personally?
20 Q. Yes.
21 A. No. Personally, I didn't. It was a, it was lease
22 where River Bend paid everything.
23 Q. River Bend paid everything?
24 A. Exactly.
25 Q. They paid taxes, right?

1 A. Correct.
2 Q. Paid in insurance --
3 A. Correct.
4 Q. -- to (indiscernible) the property. Paid for any
5 upkeep, mowing, clearing, anything that was, any expense of
6 River Bend Properties was paid by River Bend Resort, wasn't it?
7 A. Exactly, like a triple lease.
8 Q. But you, you didn't contribute anything to any of
9 those payments?
10 A. I contributed as much as anybody.
11 Q. You did? Somebody paid them.
12 A. I agree.
13 Q. Well who paid them?
14 A. The property. The excuse me, the Resort.
15 Q. The resort, of which you were no longer a shareholder.
16 A. That's correct.
17 Q. So it was paid by these other people that you've sued
18 here. That was who paid the taxes, insurance, the maintenance.
19 Any, any kind of expense River Bend Properties had, River Bend
20 Resort paid it, right?
21 A. Correct.
22 Q. And there was a mortgage taken out at the time that
23 the property was purchased?
24 A. Correct.
25 Q. Right, and you never made a payment on that mortgage?

1 A. I personally didn't make a payment on that mortgage.
2 Q. Well you didn't even make it indirectly because you
3 weren't --
4 A. I sure did. If I can answer I will. And I'll
5 explain. I worked as a equal partners from the, from 1992 to
6 the time I left. The money that was made at River Bend was
7 partially because of the things that I did. That was my money
8 as much as anybody's money that paid for that debt during that
9 period of time.
10 Q. But you weren't working at River Bend Resort during
11 that period of time?
12 A. I wasn't?
13 Q. You'd already been bought out your shares had already
14 --
15 A. From 1992 to 1996 I was there.
16 Q. And you were paid a salary.
17 A. I was, but I, what I'm saying is the work that I was
18 doing the equal partners that I was, the daily activities that
19 I was at everyday helped pay for that Resort, I mean it paid
20 for the properties.
21 Q. The --
22 A. I earned the money. We earned the money.
23 Q. Well, after you were paid your $100,000 you were gone
24 from River Bend Resort, right?
25 A. Correct.

1 Q. You weren't working there?
2 A. Correct.
3 Q. You weren't contributing any money there?
4 A. Correct.
5 Q. All right. And the original mortgage that was taken
6 out to buy the property, you never took any of your own money
7 and put out to try to pay that mortgage?
8 A. No sir.
9 Q. And when it was refinanced, you never made a payment
10 on any, any subsequent mortgage on the property --
11 A. That's correct.
12 Q. -- right?
13 A. That's correct.
14 Q. Never. No matter, no matter how many times it was
15 refinanced, you did never come up with anything?
16 A. That's correct.
17 Q. And you, you never called up, volunteered, said well
18 wait a minute, I know you got expenses, where's my share or
19 wheat am I supposed to be paying?
20 A. Let me say answer it this way. No one asked me to
21 contribute a dollar during that whole period of time. And if
22 they did, I would have found out why and I would have probably
23 done something. But nobody asked me to.
24 Q. But you --
25 A. Nobody questioned.

1 Q. You never paid any money ever into River Bend
2 Properties?
3 A. Personally.
4 Q. And when it, when it was sold, you know there was a
5 mortgage on it?
6 A. When the property was sold, there was a --
7 Q. Yeah.
8 A. Yes sir.
9 Q. All right. So it, it wasn't like it was sold for
10 $20,000 a acre and that's just all your profit?
11 A. Are you asking me would that all be pure profit for
12 me?
13 Q. To anybody. To River Bend Properties, to River Bend
14 Sportsman's Resort. It was, it wasn't your profit on the River
15 Bend Properties property because there was a mortgage already
16 on it.
17 A. I didn't partake in that mortgage.
18 Q. No but it couldn't, couldn't be paid, couldn't be sold
19 without paying that mortgage off, could it?
20 A. And again, I didn't, I wasn't a part of any of those
21 mortgages. I didn't benefit from borrowing money at all.
22 Q. The other --
23 A. And --
24 Q. The other shareholders of River Bend Resort paid
25 everything that, that had to do with River Bend Properties,

1 didn't they?

2 A. I don't know. I don't know how they -- you're saying

3 that they did personally? I'd say the business did.

4 Q. You, you didn't, none of it came from you?

5 A. None of it came from me.

6 Q. Right. And some of these people that you've sued

7 during this period of time, as one would expect, they passed

8 away?

9 A. I don't know who's passed away. I knew that Ralph

10 Barnwell had passed away.

11 Q. You knew who?

12 A. Ralph Barnwell --

13 Q. Right.

14 A. -- had passed away but he's not on the lawsuit. Has

15 anybody passed away?

16 Q. Well I just wondering if you knew if people had passed

17 away because some had. And there were other shareholders of

18 River Bend Resort, wasn't there? Other than these people

19 you've named here?

20 A. I don't know where you're going. I don't know what

21 you're really asking me sir.

22 MR. ANTHONY: I'm sorry Your Honor, could I just want to

23 -- I think that's all I have Your Honor. Thank you.

24 MR. SUGGS: Very briefly.

25 REDIRECT EXAMINIATION

1 BY MR. SUGGS:

2 Q. I just want to go back to this concept of Sportsman's

3 Resort paying taxes and, and in charts and the like. Was it

4 your understanding that there was an essentially a, what

5 affects to a triple net lease between Sportsman's Resort and

6 Properties?

7 A. Correct.

8 Q. And your general understanding is under such a lease

9 that the tenant pays for the upkeep. Is that your

10 understanding?

11 A. That's correct.

12 Q. And was that the situation here?

13 A. That's correct.

14 Q. Were you ever asked to contribute anything that you

15 refused to contribute?

16 A. No sir.

17 Q. Does that in any way impact the fact that you own

18 property that was stolen from you?

19 A. No sir.

20 MR. SUGGS: That's all I have. Your Honor if I can just

21 close out.

22 THE COURT: Yes sir.

23 MR. ANTHONY: Your Honor can I ask, can I ask one more

24 question?

25 THE COURT: Sure. Go ahead.

1 RECROSS EXAMINATION

2 BY MR. ANTHONY:

3 Q. Mr. Roth you have brought us a statement of, a

4 mortgage statement that's a mortgage that was on rail probuck

5 [*sic*] River Bend Properties at the time of its sale.

6 A. I didn't, I didn't understand the question.

7 Q. The mortgage balance on River Bend Properties at the

8 time that we sold. You have presented us with that.

9 A. I don't know. Did I, did I present what was, I don't

10 know.

11 Q. No you presented an appraisal that you claim is for

12 the value of the property.

13 A. Yes.

14 Q. I'm asking you about the mortgage balance on the

15 property.

16 A. I don't know the mortgage balance.

17 MR. SUGGS: May I wrap up Your Honor?

18 THE COURT: Yes sir.

19 MR. SUGGS: Judge, the mortgage value that these guys took

20 out has nothing to do with the value of the property taken from

21 my client. He didn't take out the mortgages. He didn't

22 leverage the property for the operations of another entity.

23 He's entitled to 16.66 percent as an owner of Properties for

24 the fair market value of 322 acres at $21,000 per acre.

25 That is what, I mean that -- to me Your Honor, that is the

1 baseline. I think, I mean, the allegations are, are pretty
2 damning and, and their substantiated and their deemed admitted.
3 So I think it would be appropriate for this Court to consider
4 the Unfair Trade Practices Act claim with trouble damage and
5 attorneys fees or in the alternative, the conversion and fraud.
6 But what was done during fraud? It was wrong and I just ask
7 Judge to consider all of it.
8 THE COURT: Yes sir. Mr. Anthony.
9 MR. ANTHONY: Your Honor I would just note and I, I mean I
10 understand there are prior, prior rulings in this case and it's
11 not my, my intention to litigate those again. But I would
12 simply like to, like to inform the Court that we, we believe we
13 complied fully with discovery and intend to Appeal that ruling.
14 And I think this is probably as good example, an example as
15 there is, and I'm holding the stack of Exhibits. Some of which
16 they, they may have obtained on their own but most of which we
17 supplied ourselves.
18 And the testimony of Mr. Roth think verifies that,
19 apparently Judge, the other Judge was convinced, but the reason
20 there are not more documents to produce is there simply weren't
21 more documents. It was, it was just a, a, an entity that was
22 holding raw land. There's, there aren't documents to present.
23 There wasn't any need for shareholder minutes. There wasn't
24 any need for different, different documents. It was, it was
25 simply holding the raw land.

1 THE COURT: Well yes sir and you can make that argument to
2 the Appellate Court. That issue's not before me.
3 MR. ANTHONY: I understand. But I just wanted to point
4 that out since you've been given all this information here
5 today. And would further point out that don't believe there's
6 any proof been offered as to any kind of conspiracy or
7 certainly any basis for, for punitive damages.
8 THE COURT: You know, all the allegations in the Complaint
9 are deemed admitted. So is, is this akin to a 12(b)(6) Motion
10 that the allegations of the Complaint are insufficient to
11 support a conspiracy claim?
12 MR. ANTHONY: I think they still, they still have to
13 establish their damages. That's the purpose of their hearing
14 today.
15 THE COURT: Absolutely.
16 MR. ANTHONY: To establish the factual basis for their
17 damages. And I think the only possible construction of that
18 that's been presented has been an out of Court appraisal as
19 the, a per acre value of the property. And there's no, the
20 acknowledgement that there is a document, a mortgage on the
21 property, although we haven't been supplied with the amount of
22 that mortgage. So it, as Mr. Roth admits, it's not a pure
23 profit sale. It is a net profit of the value of the property
24 and less the mortgage that had to be paid in order for the
25 property to be sold.

1 MR. SUGGS: Judge if --

2 THE COURT: Hold the mortgages that he didn't benefit
3 from? He didn't take out the mortgages, right? The fair
4 market value -- and if they didn't sell it for fair market
5 value I mean it appears that, you know, maybe they did at least
6 at some point eventually. But if he is a shareholder in this
7 company that owns land that has certain value whether there's a
8 mortgage on it or not, particularly a mortgage that he wasn't
9 involved in.

10 There was some kind of refinance, some, you know, what do
11 you call them where you receive the equity in the refinance.
12 You take the cash out, refinance. If he didn't have anything
13 to do with that, then it doesn't matter. It'd be different if
14 he had a mortgage.

15 He was complicit, a partner, a signer on the mortgage and
16 you, you know, you got a $500,000 on a million-dollar property
17 and you know, something along those lines. And then we talk
18 about the fair market value minus the debt that he had as a
19 partner on the property. But he didn't have any debt on the
20 property. He didn't owe anything.

21 MR. ANTHONY: Well respectfully Your Honor, as I recall
22 his testimony, he acknowledged there was a debt and mortgage on
23 the property when the property was purchased. In fact he
24 claims that he personally guaranteed that debt. So he knew
25 there was a mortgage on the property.

1 THE COURT: And that was back in 1992?
2 MR. SUGGS: 1992, 1993.
3 MR. ROTH: Yeah it was a twenty-year note.
4 MR. SUGGS: It was a twenty-year-old note Your Honor.
5 MR. ROTH: It should have been paid off.
6 THE COURT: Right.
7 MR. SUGGS: Twenty-year mortgage with Palmetto Farm Credit
8 taken out in July of 1992 which would have run in, in 2012.
9 THE COURT: Okay. Walk me through where you're trying to
10 get me to.
11 MR. ANTHONY: Just that he was aware that the mortgages on
12 the property from the very beginning, from the first day they
13 took title of it. There were mortgages on the property. The
14 fact that they were refinanced is simply good business.
15 That's, that, that's what you do to try to, you got a better
16 deal, better interest rate. He was, he can't deny that he was
17 aware that there were mortgages on the property.
18 THE COURT: Get a better deal, better interest rate, you
19 refinance, and the balance is usually less because you owe less
20 on the property. But these are, are clearly, they increase,
21 increase, increase. These are cash out refinances.
22 MR. ANTHONY: That mean, everything's documented Your
23 Honor.
24 THE COURT: No I understand. Okay. So what do you think
25 the proper measure of damages is sir?

1 MR. ANTHONY: I think it would be the value of the
2 property at the time of the sale less the mortgage that was
3 required to be released in order for the sale to occur.
4 MR. SUGGS: May I respond Your Honor?
5 THE COURT: Yes sir.
6 MR. SUGGS: One thing we're overlooking Your Honor is that
7 the transfer, the theft of my client's ownership occurred prior
8 to the closing on the property where the mortgage was
9 satisfied. Wasn't my -- even if you buy the argument, it
10 wouldn't be my client's obligation at that point because he no
11 longer benefitted from the sale. The, the question of what,
12 when, what was the value and when pertains to the day that
13 Properties transferred or sold the property for $10 to
14 Sportsman's Resort. That's the day. That's when my client's
15 property was taken. Not when they ultimately went forward with
16 the closing. Does that follow?
17 THE COURT: Yes sir. Anything else Mr. Anthony?
18 MR. ANTHONY: Your Honor until there's cash to divide --
19 I'm trying to think if I can answer your question -- until
20 there's cash to divide then it doesn't matter. He's entitled
21 to what he's entitled to as a shareholder. He, there's no, no,
22 there's no argument that he was a shareholder in River Bend
23 Properties. Not a shareholder in River Bend Resort at the
24 time.
25 But no dispute that he was still a stockholder in River

1 Bend Properties and so his share would be the price, the sale
2 price of the property less the mortgage that was required to be
3 paid in order for the sale of that property to have occurred.
4 Obviously it was a, as Mr. Suggs said at the beginning, it was
5 combined sale. It wasn't, some of the property wasn't going to
6 be sold without the other. This had to be sold with the
7 Resort.
8 This property would not have been purchased without the
9 Resort. So it all had to be, be handled together because that
10 property -- well I'm not going to put myself in a position of
11 an appraiser but it, it all had to work together in order to
12 reconsimate [*sic*] the sale there. But there's no, there's no
13 denying that at the time it was sold, he was still a
14 shareholder in River Bend Properties.
15 THE COURT: Okay. Okay. Anything further?
16 MR. SUGGS: Not from us Your Honor.
17 THE COURT: Mr. Anthony?
18 MR. ANTHONY: No, thank you Your Honor.
19 THE COURT: All right. The Court finds that Mr., I've
20 forgotten your name already.
21 MR. SUGGS: Roth.
22 THE COURT: Mr. Roth is entitled to one million, one
23 hundred twenty-seven, nope, one million, yeah, $127,225 plus
24 trouble damages on the Unfair Trade Practices Act claim plus
25 attorneys fees. And Mr. Suggs will have to get me an attorney

1 fee Affidavit. And if you'll send that to me Mr. Suggs and
2 then E-file a Proposed Order.
3 MR. SUGGS: Yes ma'am.
4 THE COURT: I'd appreciate it.
5 MR. SUGGS: All right. Thank you ma'am.
6 THE COURT: Okay. Thank you folks.
7 MR. SUGGS: How long you in town?
8 THE COURT: Just till tomorrow.
9 MR. SUGGS: Safe travels.
10 THE COURT: Thank you. And then we have that other case.
11 MR. SUGGS: Judge, do you want, do you want the original
12 exhibits? I gave you copies. I have the originals right here.
13 Is that --
14 THE COURT: Yeah and we'll collectively mark them as
15 Plaintiff's 1. We'll put a rubber band around them and --
16 (Plaintiff's Exhibit 1 marked for identification.)
17 MR. ROTH: Thank you Your Honor.
18 THE COURT: Thank you sir.
19
20
21
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25

1 **CERTIFICATE OF TRANSCRIBER**

2 I, Ali Beatty, a court-approved transcriber, do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of the proceedings had and evidence
5 introduced in the trial of the captioned case, relative to
6 appeal, in the Circuit Court of Spartanburg County, South
7 Carolina, on the 5th day of August 2025.

8 I do further certify that I am neither of kin, counsel,
9 nor interest to any party hereto.

10

11 November 10, 2025

12

13

14 Ali Beatty

15 Transcriber

16

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S MOTION TO COMPEL**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

PLEASE TAKE NOTICE that the Plaintiff, Donald C. Roth, by and through his undersigned counsel, will move before the Court at a time and date set by the court for an order compelling the Defendants, The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, to fully and completely respond to the Plaintiff's first sets of Interrogatories and Requests for Production.

The undersigned attorney for the Plaintiff hereby certifies that he has consulted with opposing counsel prior to filing this motion, as reflected in Exhibit "A" to this motion, and resolution without Court involvement is not likely at this time.

WHEREFORE, in light of the foregoing, the Plaintiff respectfully requests that this Court enter an order compelling the Defendants to fully and completely respond to the Plaintiff's discovery requests; for attorney's fees and costs associated with the filing of this Motion; and for such other and further relief as this Court deems proper.

(Signature page to follow)

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CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
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Greenville, South Carolina
August 8, 2024

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Exhibit A

Fred W. "Trey" Suggs III
(864) 349-2616
tsuggs@roecassidy.com

July 26, 2024

Via E-mail Only
Kenneth C. Anthony, Jr.
The Anthony Law Firm, PA
250 Magnolia Street
Spartanburg, SC 29306
kanthony@anthonylaw.com

Re: Donald C Roth v. The River Bend Sportsman's Resort, Inc., et al
C.A. No: 2024CP4201687; CCP No.: 4119.0001

Dear Ken:

I have your answers to the Plaintiff's first sets of interrogatories and limited document production. I am writing to outline what we perceive to be deficiencies in the discovery responses in an effort to satisfy our obligations under SCRCP 11 and to hopefully avoid a motion to compel. Please let me know by Friday August 2, 2024, whether you intend to supplement the discovery to address our concerns, and if so, when we can expect the supplemented responses.

First, as mentioned in my email of July 25, 2024, you did not provide responses to the first sets of requests for production for any of the Defendants. Please do so. While I appreciate that you provided some documents, without actually responding to the discovery requests, it is impossible to determine to which request the documents pertain, whether documents exist responsive to certain requests, and whether you object to the production of certain documents.

As it pertains to the production, you have not produced any correspondence. Certainly, over the decades of operation of both Properties and Sportsman's Resort, correspondence exists. I know for a fact there are emails between Roth and Brendle. Please produce all correspondence, written and electronic, pursuant to our requests for production.

You did not produce corporate documents other than Articles of Incorporation for Properties. Please provide copies of the requested corporate documents (request number 28) for both business entities. If the requested documents don't exist, please indicate as much.

Additionally, you did not produce any financial records for Properties or Sportsman's Resort. You did not produce tax returns, balance sheets, ledgers, income statements, cash flow statements, profit and loss statements, or any other financial/business records for either entity. Certainly these documents exist. Please provide them.

You did not produce contracts or agreements, including lease agreements (other than one between Sportsman's Resort and a non-party). I know that there were written agreements, including a lease between the two corporate entities related to the Property. Please produce them.

While I appreciate that you provided the closing documents regarding the recent sale of the Property, we also require the closing documents pertaining to all refinances. Please produce those, or at a minimum, identify the closing attorney/firm so that we can subpoena the records.

You indicated in Brendle's answers to interrogatories, as well as some of the others, that you would supplement several answers, including responses to interrogatories 7, 8, 15 and 16 to Brendle. Please endeavor to do so sooner than later as this discovery is fundamental to our claims.

Turning to your objections to specific interrogatories, I request that you reconsider many of your objections. As you know, we seek an accounting. As a shareholder, Roth has a right to know where the money has gone, including how the funds from the numerous refinances were used. You have acknowledged that funds obtained from collateralization of the Property were utilized by Sportsman's Resort. The requested documents are clearly relevant, yet you objected to almost every interrogatory that would provide pertinent information. To that end, with respect to the interrogatories to Sportsman's Resort, please answer interrogatories 10, 15, 16, 17, 18, 19, 20 (you answered "none," which cannot be accurate), 22, 23 (provide the requested information beyond simply writing "loans only no investments"), and 27.

Similarly, as it pertains to the answers to interrogatories provided by Properties, please reconsider and supplement your answers to interrogatories 10, 20, 21, 22, 23, 24, 27, 29, and 31.

Regarding the interrogatories to the individual Defendants, Roth seeks to pierce the corporate veil against all individuals. Additionally, he contends that Brendle breached his fiduciary duties. Accordingly, we maintain that we are entitled to information pertaining to the individuals' assets. Please supplement your discovery and answer interrogatories 9, 10, 13, 15, 16, and 17.

I'm happy to discuss these matters on the phone if you need any clarification on our position. I look forward to hearing from you.

Sincerely,

CASSIDY COATES PRICE, P.A.

Trey

Fred W. "Trey" Suggs III

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ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S MEMORANDUM IN SUPPORT OF HIS MOTION TO COMPEL**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

This matter is currently before the Court on the Motion of the Plaintiff, Donald C. Roth (hereinafter "Roth" or "the Plaintiff"), for an order compelling the Defendants to fully and completely respond to the Plaintiff's discovery requests, including, but not limited to, responding to the Plaintiff's First Requests for Production of Documents to Defendants The River Bend Sportsman's Resort, Inc. (hereinafter "Sportsman's Resort), Riverbend Properties, Inc. (hereinafter "Properties"), Ralph N. Brendle (hereinafter "Brendle"), Paul J. Barnwell (hereinafter "Barnwell"), Robert T. Estes (hereinafter "Estes"), and Paul Lehner (hereinafter "Lehner"), and answering interrogatories 7, 8, 9, 10, 13, 14, 15, 16, and 17 to Defendant Brendle, interrogatories 10, 15, 16, 17, 18, 19, 20, 22, 23, and 27 to Defendant Sportsman's Resort, interrogatories 10, 20, 21, 23, 22, 23, 24, 27, 29, and 31 to Defendant Properties, and interrogatories 9, 10, 13, 14, and 17 to Defendants Barnwell, Estes, and Lehner. The Defendants have also failed to respond to the Plaintiff's Second Interrogatories. Copies of the first and second sets of discovery are attached hereto as Exhibit "A." Copies of the Defendants' responses to the first interrogatories are attached hereto as Exhibit "B." Counsel for the Plaintiff attempted to resolve this dispute prior to filing this

Motion to Compel, as evidenced by Exhibit "A" to the Plaintiff's Motion to Compel. This motion followed.

PROCEDURAL HISTORY

The Plaintiff filed his Complaint on April 23, 2024, with service of the Complaint, along with written discovery consisting of interrogatories, requests for production, and requests for admissions to all six Defendants, effected on May 8, 2024.

On July 19, 2024, the Defendants provided responses to the Plaintiff's requests for admission, as well as answers to interrogatories. The Defendants have not, to date, responded to the Plaintiff's 1st requests for production or 2nd interrogatories, although the Defendants have produced very limited documents.

The Defendants filed an Answer on July 24, 2024.

FACTUAL BACKGROUND

Sportsman's Resort was incorporated in 1985 for the purpose of owning and operating River Bend Sportsman's Resort (hereinafter "River Bend"), a wing-shooting preserve in Inman, South Carolina. Shareholders of Sportsman's Resort initially included Defendants Brendle, Ralph Barnwell, Estes, and Lehner, as well as Paul Barnwell, now deceased. Later, in 1993, Roth also purchased shares in Sportsman's Resort. Brendle served as President and "principal executive officer" throughout the entity's existence.

Properties was incorporated in June of 1992. Its business purpose was to own and hold rural real estate which it leased to Sportsman's Resort. Roth owns 16.66% of the shares of Properties. The other owners include Brendle, Paul Barnwell, Estes, Lehner, and Ralph Barnwell. Brendle also served as President and "principal executive officer" throughout Properties' existence.

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On July 24, 1992, Properties purchased approximately 374 acres of land (hereinafter "the Property"). The purchase price was $365,504.00 and the real estate was encumbered by a 20-year mortgage issued by Palmetto Farm Credit. The mortgage was guaranteed and signed by all six of the individual shareholders of Properties, including Roth. The Property was leased by Properties to Sportsman's Resort. At some point, a small portion of the original 374 acres was subdivided and sold, leaving a remainder of 322.146 acres owned by Properties.

From 1991 through 1996, Roth worked with Brendle at River Bend. In 1996, a dispute arose between Roth and Brendle and Roth was asked to leave Sportsman's Resort. He sold his shares in Sportsman's Resort but remained a shareholder in Properties. **Thereafter, Roth was the only shareholder of Properties who was not also a shareholder of Sportsman's Resort.**

After 1996, Roth was not actively involved in Properties, but remained a shareholder. He was not notified of shareholder meetings. All other Defendant shareholders were notified of meetings. Roth was not provided financial documents or statements other than individual K-1s, nor was he provided meetings minutes, corporate resolutions, or any corporate, real estate, financial or banking documents. He was never made aware of any loans or mortgages obtained by Properties. The Defendants shareholders were all made aware of the mortgages, as the loans benefitted their other company, Sportsman's Resort.

On May 26, 1999, more than a decade prior to maturity of the original mortgage, without Roth's knowledge or consent, Properties refinanced the Property with another bank, encumbering the property with a five-year, $272,000.00 mortgage. This loan was used by Sportsman's Resort, Brendle, Estes, Lehner, and Barnwell to fund the operations of Sportsman's Resort. The loan was not utilized by Properties.

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In August, 2001, without Roth's knowledge or consent, Properties again refinanced the Property with the same bank, inexplicably encumbering the property with a five-year, $540,000.00 mortgage. The mortgage was signed by Brendle, Estes, and Lehner. Roth did not sign the mortgage, nor was he aware of it. This loan was likewise used by Sportsman's Resort, Brendle, Estes, Lehner, and Barnwell to fund the operations of Sportsman's Resort. The loan was not utilized by Properties.

On August 30, 2002, just one year later, again without Roth's knowledge or consent, Properties again refinanced the property with the same bank, encumbering the Property with a five-year, $704,000.00 mortgage. The mortgage was signed by Brendle alone. This loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Barnwell to fund the operations of Sportsman's Resort. The loan was not utilized by Properties.

On July 27, 2018, after decades of no communication with Roth, the individual Defendants, without Roth's knowledge or consent, signed a document, purportedly on behalf of Properties, by which Properties transferred title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of $60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property. This document was not recorded in the Office of the Register of Deeds for Spartanburg County. Roth had no knowledge of this "deal" and did not consent; instead, it was blatant self-dealing and an effort to enrich Sportsman's Resort and the individual Defendants at Roth's expense.

On or about May 18, 2021, again without Roth's knowledge or consent, Properties again encumbered the Property with a mortgage. The mortgagee was HomeTrust Bank. The mortgagor

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was Properties, while Sportsman's Resort was also identified as a borrower on the loan. The mortgage was a 25-year note with a loan amount of $1,920,000.00. Brendle signed the loan on behalf of Sportsman's Resort and Properties. This loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. Again, the loan was not utilized by Properties.

On or about May 18, 2021, without Roth's knowledge or consent, Properties further encumbered the Property with a second mortgage to HomeTrust Bank. The grantors were both Properties and Sportsman's Resort. The loan amount was $190,000.00. Brendle signed the loan on behalf of Sportsman's Resort and Properties. This loan was improperly utilized by Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell to fund the operations of Sportsman's Resort. The loan was not utilized by Properties.

The Plaintiff is informed and believes that, thereafter, Sportsman's Resort, Brendle, Estes, Lehner, and Barnwell conspired with one another to ensure that Roth was cut out of the proceeds from a contemplated sale of the Property. On October 30, 2023, Brendle, on behalf of Properties, executed a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00. This was done without Roth's knowledge or consent. The purpose of this transfer was to benefit and enrich Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell, and to cheat Roth out of the actual value of his 16.66% share of the Property.

Thereafter, also on October 30, 2023, Sportsman's Resort sold 93.40 acres of the Property to Riverbend Partners, LLC for $4,241,600.00. The deed was recorded on October 31, 2023. Roth did not receive any of the proceeds from this sale. Instead, the proceeds of the sale were converted to their own use by Defendants Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell.

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Sportsman's Resort intends to sell the remaining portion of the Property to Riverbend Partners in the near future.

Roth has sued the Defendants for unjust enrichment, conversion, conspiracy, and violation of the South Carolina Unfair Trade Practices Act. He has also sued for an accounting, as well as the right to inspect the corporate records pursuant to S.C. Code Ann. Section 33-16-102. He has sued Brendle for breach of his fiduciary duty and also seeks to pierce the corporate veil.

ARGUMENT

This is a multi-million dollar lawsuit in which the Plaintiff accuses the Defendants of conspiring to cheat him out of his portion of the proceeds from the sale of the Property, of which he is a 16.66% owner. Additionally, the Plaintiff submits that over the course of decades, the Defendants improperly collateralized the Property to the benefit of themselves, including to fund operations of Sportsman's Resort, and to the detriment of Roth. He likewise maintains that because the Defendants failed to adhere to corporate formalities, improperly comingled funds, and essentially operated sham or shell corporations, he is entitled to pierce the corporate veil and seek recovery against the individual Defendants. The documents and information requested in the interrogatories and requests for production to the collective Defendants go to the heart of these allegations and the causes of action pled in the Complaint. Additionally, they are necessary in order to perform an accounting. Moreover, as a shareholder in Properties, Roth has a right to all corporate documents pertaining to Properties pursuant to S.C. Code Ann. Section 33-16-102.

As the Court and parties well know, "parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery . . . . ." SCRCP 26(b)(1). No further rules, statutory, or case law are necessary to evaluate this motion to compel. All of the information

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and documents requested in the interrogatories and requests for production are relevant to Roth's claims.

First and foremost, the Plaintiff is entitled to responses to his Requests for Production of Documents. The Defendants have not provided any responses, although they have produced very limited documents, most of which are closing documents for an SBA loan. Without responses to the Requests for Production, Roth is unable to determine to which request the document pertain, whether the Defendants are objecting or asserting a privilege, and whether responsive documents exist. The six Defendants have only produced a combined total of 23 documents that they identified as "corporate documents" for both corporate entities. The Plaintiff requests that the Defendants be compelled to produce all of the requested records, correspondence, and documents as outlined in the First Requests for Production to the Defendants, including, but not limited to, all correspondence pertaining to both Properties and Sportsman's Resort, all corporate documents for both corporations, the real estate and closing documents related to both corporations, and the financial documents related to both corporations.[1] Specifically as to the financial records, the Plaintiff needs all tax returns, balance sheets, ledgers, income statements, cash flow statements, profit and loss statements, and any other financial/business records for both entities. The Plaintiff also requests copies of all contracts or lease agreements pertaining to the Property or the corporate entities.

With respect to the Defendants' answers to the Plaintiff's First Interrogatories, the Defendants either failed to respond or objected to interrogatories which are clearly relevant to the allegations in the Complaint.

[1] While Roth maintains that these documents and records are discoverable because they are relevant, he is also entitled to the Properties' records pursuant to S.C. Code Ann. Section 33-16-102.

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With respect to the Interrogatories to Sportsman's Resort, the Plaintiff requests that the Defendant be compelled to answer interrogatories 10, 15, 16, 17, 18, 19, 20 22, 23, and 27. Interrogatories 10, 15, 16, 17, 22, 23, and 27 are reasonable interrogatories related to the finances and financial operations of Sportsman's Resort. Again, the Plaintiff contends that Sportsman's Resort was a sham business operation and that it utilized funds from loans which were collateralized by the Property, which was an asset owned solely by Properties (not Sportsman's Resort). Roth also contends that the Defendants comingled funds between Properties and Sportsman's Resort. The Plaintiff also submits that Sportsman's Resort failed to pay rent on the Property for the entirety of the lease period (although the lease period is currently unknown because the Defendants will not produce a copy of the lease agreement). Accordingly, Sportsman's Resort's financial information is relevant to the Plaintiff's claims and is discoverable.

The Plaintiff also asks that the Court compel Defendant Sportsman's Resort to answer interrogatories 18-20. The interrogatories speak to the corporate formalities and operations of Sportsman's Resort, which are also clearly relevant to the Plaintiff's claims.

Defendant Properties has also failed to adequately and fully answer the Plaintiff's First Set of Interrogatories to it. Again, this Defendant objected to interrogatories that are inarguably relevant to the Plaintiff's claims. Similar to Defendant Sportsman's Resort, Defendant Properties did not provide the financial, corporate, and operational information requested in interrogatories 10, 20, 21, 22, 23, 24, 27, 29, and 31. Not only is this information relevant to his claims, but Roth also has a right to the information as a shareholder of Properties.

Because Brendle is uniquely situated from the other individual Defendants in so much as he was the President of Properties and Sportsman's Resort and purportedly responsible for the operations of both, the Plaintiff will address the discovery to Brendle separately from the discovery

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to the other individual Defendants. Roth seeks to not only pierce the corporate veil, holding Brendle responsible for any judgment against either corporate entity, but also alleges that Brendle breached his fiduciary duty to Roth, for which Brendle would be personally responsible. Accordingly, discovery related to Brendle's assets is relevant and reasonable. The Plaintiff submits that this Court should compel Brendle to answer interrogatories 9, 10, 13, and 14, all of which relate to Brendle's finances and assets. The Plaintiff also asks that the Court compel the Plaintiff to answer interrogatories 15, 16, and 17, to which Brendle initially answered, "To be supplied," but has failed to supplement.

The Plaintiff also requests that the Court compel the remaining individual Defendants, Barnwell, Estes, and Lehner, to answer interrogatories 9, 10, 13, 14, and 17. These interrogatories seek information related to the Defendants' finances and assets. As with Brendle, Roth seeks to pierce the corporate veil. If successful, Roth would be able to satisfy a judgment against the corporations through the individual Defendants. Accordingly, he has the right to learn what assets are available to satisfy a potential judgment.

Finally, the Plaintiff asks that the Court compel the Defendants to answer the Plaintiff's Second Interrogatories. These were served on July 26, 2024. The Plaintiff has failed to answer them.

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CONCLUSION

The Plaintiff is entitled to discovery of information and documents that pertain to his allegations. If none exist, they are entitled to know that, as well. The Plaintiff respectfully requests that the Court compel full and complete responses to all of his discovery requests.

CASSIDY COATES PRICE, P.A.

s/ V. Clark Price
V. Clark Price, SC Bar No. 04567
Fred W. "Trey" Suggs III, SC Bar No. 70222
James H. Cassidy, SC Bar No. 1160
P. O. Box 10529
Greenville, SC 29603
Phone: 864-349-2600
Fax: 864-349-0303
Attorneys for the Plaintiff

September 18, 2024
Greenville, South Carolina

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EXHIBIT

A

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CASSIDY
COATES
PRICE

Fred W. "Trey" Suggs III
(864) 349-2616
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May 9, 2024

Via E-mail Only
Kenneth C. Anthony, Jr.
The Anthony Law Firm, PA
250 Magnolia Street
Spartanburg, SC 29306
kanthony@anthonylaw.com

Re: Donald C Roth v. The River Bend Sportsman's Resort, Inc., et al
C.A. No: 2024CP4201687; CCP No.: 4119.0001

Dear Mr. Anthony,

Enclosed please find a copy of Plaintiff, Donald Roth's, First Set of Interrogatories, First Requests for Production, and First Requests for Admissions to Defendants The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner along with a Certificate of Service regarding the same.

Should you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

CASSIDY COATES PRICE, P.A.

Meredith A. Swetenburg

Meredith A. Swetenburg, Paralegal to
Fred W. "Trey" Suggs III

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**CERTIFICATE OF SERVICE**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

THIS IS TO HEREBY CERTIFY that the undersigned individual has served a copy of Plaintiff, Donald Roth's, First Set of Interrogatories, First Requests for Production, and First Requests for Admissions to Defendants The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner by E-mail as follows:

Kenneth C. Anthony, Jr.
The Anthony Law Firm, PA
250 Magnolia Street
Spartanburg, SC 29306
kanthony@anthonylaw.com
Attorney for the Plaintiff

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

Meredith A. Swetenburg

Meredith A. Swetenburg, Paralegal to
Fred W. "Trey" Suggs III

Greenville, South Carolina

May 9, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO PAUL J. BARNWELL**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: PAUL J. BARNWELL

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

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3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

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c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

10. Set forth a list of assets held by the Defendant from March 21, 1985 to the present, including dates of divestment, if applicable.

11. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

12. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

13. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

14. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

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15. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from The River Bend Sportsman's Resort, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

16. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from Riverbend Properties, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

17. Identify all bank accounts that the Defendant maintained at any time from March 21, 1985 to the present.

18. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

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c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

19. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

20. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

21. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

22. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the

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document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

23. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

24. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
May 9, 2024

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO RALPH N. BRENDLE**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: RALPH N. BRENDLE

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

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3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

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c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

10. Set forth a list of assets held by the Defendant from March 21, 1985 to the present, including dates of divestment, if applicable.

11. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

12. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

13. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

14. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

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15. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from The River Bend Sportsman's Resort, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

16. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from Riverbend Properties, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

17. Identify all bank accounts that the Defendant maintained at any time from March 21, 1985 to the present.

18. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

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c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

19. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

20. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

21. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

22. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the

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document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

23. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

24. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO ROBERT T. ESTES**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: ROBERT T. ESTES

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

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3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

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c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

10. Set forth a list of assets held by the Defendant from March 21, 1985 to the present, including dates of divestment, if applicable.

11. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

12. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

13. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

14. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

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15. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from The River Bend Sportsman's Resort, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

16. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from Riverbend Properties, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

17. Identify all bank accounts that the Defendant maintained at any time from March 21, 1985 to the present.

18. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

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c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

19. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

20. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

21. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

22. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the

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document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

23. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

24. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO PAUL LEHNER**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: PAUL LEHNER

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

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3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

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c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

10. Set forth a list of assets held by the Defendant from March 21, 1985 to the present, including dates of divestment, if applicable.

11. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

12. Identify which of the shareholders, employees and/or officers of The River Bend Sportsman's Resort, Inc. or Riverbend Properties, Inc. were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

13. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

14. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

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15. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from The River Bend Sportsman's Resort, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

16. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from Riverbend Properties, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

17. Identify all bank accounts that the Defendant maintained at any time from March 21, 1985 to the present.

18. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

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c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

19. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

20. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

21. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

22. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the

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document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

23. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

24. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO RIVERBEND PROPERTIES, INC.**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: RIVERBEND PROPERTIES, INC.

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

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4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from June 4, 1992 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

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10. Set forth a list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

11. Describe the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from June 4, 1992 to the present.

12. Identify and describe any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement.

13. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

14. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

15. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 30, 2002.

16. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a document on July 27, 2018 which purported to transfer title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for

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all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of $60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property.

17. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with HomeTrust Bank on May 18, 2021.

18. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

19. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

20. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from the date of inception of Defendant to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

21. Identify by full name, address, and telephone number any and all persons, corporations, or entities from which this Defendant issued any equity (i.e., stock, membership interest, etc.) from the date of inception of Defendant to the present, and for each person, corporation, or entity which this Defendant issued any equity, state the amount of equity issued, the monetary value of said equity, and the date said equity was given.

22. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 to the present,

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and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

23. With respect to this Defendant's members and/or stockholders, provide the following information from the date of inception of Defendant to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

24. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

25. From June 4, 1992 and continuing to the date of trial of this action, set forth specifically and in detial any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

26. Set forth a list of any corporate or partnership documents of Defendant and, with respect to each, list any applicable dates and locations, and identify the custodian of the original and/or copy thereof.

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27. Identify all bank accounts that the said Defendant maintained at any time from June 4, 1992 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assests the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

28. Set forth specifically and in detail any and all monies or corporate/ personal assests the Defendant's shareholders invested in this Defendant, including the amount of money, source of funds, the date of investment, and the identify of the investing individual or entity.

29. Identify any and all contracts, financial records, distribution of shares, between its members and Defendant, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

30. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

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31. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

32. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

33. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

34. Has the Defendant ever been profitable? If so, identify the years in which it was profitable.

35. Has the Defendant ever paid a dividend, If so, identify the years in which it paid a dividend.

36. Has the Defendant maintained corporate records in the normal course of business from June 4, 1992 to the present. If so, produce a copy of said corporate records.

37. Has the Plaintiff received any proceeds from the sale of the Property to Riverbend Partners, LLC? If so, identify the amount and date of the distribution.

38. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each

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such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

39. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

40. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST INTERROGATORIES TO RIVER BEND SPORSTMAN'S RESORT, INC.**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: RIVER BEND SPORTSMAN'S RESORT, INC.

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

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3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

a. Date of purchase/acquisition of the property interest;

b. Type/percentage of interest;

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c. Any use made of the property; and

d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

10. Set forth a list of assets held by the Defendant from March 21, 1985 to the present, including dates of divestment, if applicable.

11. Describe the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

12. Identify and describe any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement.

13. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

14. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

15. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

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16. Identify by full name, address, and telephone number any and all persons, corporations, or entities from which this Defendant issued any equity (i.e., stock, membership interest, etc.) from the date of inception of Defendant to the present, and for each person, corporation, or entity which this Defendant issued any equity, state the amount of equity issued, the monetary value of said equity, and the date said equity was given.

17. Identify any and all legal entities, such as corporations, limited liabiltiy companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

18. With respect to this Defendant's members and/or stockholders, provide the following information from March 21, 1985 to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each member during their membership from Defendant, and (4) the interest owned by each member.

19. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

20. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detial any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel

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expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

21. Set forth a list of any corporate or partnership documents of Defendant and, with respect to each, list any applicable dates and locations, and identify the custodian of the original and/or copy thereof.

22. Identify all bank accounts that the said Defendant maintained at any time from March 21, 1985 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assests the Defendant's shareholders invested in this Defendant, including the amount of money, source of funds, and investing individual or entity.

23. Set forth specifically and in detail any and all monies or corporate/ personal assests the Defendant's shareholders invested in this Defendant, including the amount of money, source of funds, the date of investment, and the identify of the investing individual or entity.

24. Identify any and all contracts, financial records, distribution of shares, between its members and Defendant, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

25. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;

b. Each and every fact which qualifies the person identified as an expert;

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c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;

d. Each and every fact upon which the person identified bases each of his opinions; and,

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

26. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

27. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

28. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

29. Has the Defendant ever been profitable? If so, identify the years in which it was profitable.

30. Has the Defendant ever paid a dividend, If so, identify the years in which it paid a dividend.

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31. Has the Defendant maintained corporate records in the normal course of business from March 21, 1985 to the present. If so, produce a copy of said corporate records.

32. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

33. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

34. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III

Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
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Greenville, South Carolina
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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Donald C. Roth, Plaintiff, vs. The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, Defendants.	)	IN THE COURT OF COMMON PLEAS C.A. No.: 2024-CP-42-01687 **PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PAUL J. BARNWELL**

TO: PAUL J. BARNWELL

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between Barnwell and any other Defendant.

13. A copy of all agreements between Barnwell and any other Defendant.

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14. A copy of all receipts for which Barnwell sought reimbursement from either corporate Defendant.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Barnwell, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

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20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Barnwell from the date of inception to the present.

21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Barnwell and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Barnwell for reimbursement of the expense.

22. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

28. All documents, including, but not limited to, records, reports, statements, notes,

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transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the corporate Defendants related to "the Property" or either corporate Defendant.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the corporate Defendants related to "the Property".

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Barnwell by either corporate Defendant from March 21, 1985 to the present.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

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CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Donald C. Roth, Plaintiff, vs. The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, Defendants.	)	IN THE COURT OF COMMON PLEAS C.A. No.: 2024-CP-42-01687 **PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO RALPH N. BRENDLE**

TO: RALPH N. BRENDLE

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between Brendle and any other Defendant.

13. A copy of all agreements between Brendle and any other Defendant.

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14. A copy of all receipts for which Brendle sought reimbursement from either corporate Defendant.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Brendle, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action

17. Brendle's bank account statements from March 21, 1985 to the present.

18. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

19. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

20. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort to Brendle, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

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21. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Brendle from the date of inception to the present.

22. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

23. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

24. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity related to "the Property" (as defined or described in the Complaint).

25. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

26. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant on behalf of Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

27. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

28. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant related to "the Property" or either corporate Defendant.

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30. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the Defendant.

31. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Brendle by either corporate Defendant from March 21, 1985 to the present.

32. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

33. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

34. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

35. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

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CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Donald C. Roth, Plaintiff, vs. The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, Defendants.	)	IN THE COURT OF COMMON PLEAS C.A. No.: 2024-CP-42-01687 **PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO ROBERT T. ESTES**

TO: ROBERT T. ESTES

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between Estes and any other Defendant.

13. A copy of all agreements between Estes and any other Defendant.

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14. A copy of all receipts for which Estes sought reimbursement from either corporate Defendant.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Estes, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Estes from the date of inception to the present.

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21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Estes and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Estes for reimbursement of the expense.

22. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

28. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the corporate Defendants related to "the Property" or either corporate Defendant.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken

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by the corporate Defendants related to "the Property".

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Estes by either corporate Defendant from March 21, 1985 to the present.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222

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May 9, 2024

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PAUL LEHNER**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: PAUL LEHNER

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between Lehner and any other Defendant.

13. A copy of all agreements between Lehner and any other Defendant.

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14. A copy of all receipts for which Lehner sought reimbursement from either corporate Defendant.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Lehner, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

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20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Lehner from the date of inception to the present.

21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Lehner and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Lehner for reimbursement of the expense.

22. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

28. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made

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by the corporate Defendants related to "the Property" or either corporate Defendant.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the corporate Defendants related to "the Property".

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Lehner by either corporate Defendant from March 21, 1985 to the present.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

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CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
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Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO RIVERBEND PROPERTIES, INC.**
vs.	)	
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: RIVERBEND PROPERTIES, INC.

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between the Defendant and Brendle.

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13. A copy of all employment agreements between the Defendant and any other Defendant.

14. A copy of all receipts for which Brendle sought reimbursement from the Defendant.

15. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

16. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

17. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

18. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

19. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with HomeTrust Bank on May 18, 2021.

20. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with HomeTrust Bank on May 18, 2021.

21. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the

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execution of a document on July 27, 2018 which purported to transfer title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of $60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property.

22. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

23. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from June 4, 1992 and continuing to the date of trial of this action

24. Defendant's bank account statements from June 4, 1992 to the present.

25. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

26. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

27. Any and all financial records and documents evidencing distribution of shares between the Defendant and its shareholders, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

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28. All documents evidencing payment of distributions or dividends from the date of inception to the present.

29. All state and federal tax returns, including Schedules K-1 issued to shareholders of the Defendant, from the date of inception to the present.

30. All profit and loss statements of Defendant from the date of inception to the present.

31. All balance sheets of Defendant from the date of inception to the present.

32. All ledgers of Defendant from the date of inception to the present.

33. All income statements of Defendant from the date of inception to the present.

34. All cash flow statements of Defendant from the date of inception to the present.

35. The corporate books and records of the Defendant, including, but not limited to, the operating agreement and amendments thereto, minutes of any and all meetings, stock certificates, stock certificate stubs and stock transfer documents, share register, stock transfer ledger, shareholder agreements, bylaws, equity arrangements, accounting practices, auditor's letters, and financial records.

36. All documents related to the ownership, management, and structure of the Defendant from inception through the present, including, but not limited to, corporate documents, all minutes, resolutions, and any other documents reflecting decisions made by the employees, shareholders, or officers of the Defendant.

37. All copies of expense reports received from Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

38. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

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39. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current loans and debts.

40. All documents which evidence any and all assets owned by the Defendant (in whole or in part) from the date of inception to present, and any documents related to the current location, value, and ownership of same. For any asset that has been sold during that period, produce all documents related to the sale, including any contracts, purchase agreements, and canceled checks.

41. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity.

42. Any and all agreements, including lease agreements, entered into by and between the parties.

43. All documents, including, but not limited to, certificates of insurance, agreements, records, reports, invoices, and/or statements, that evidence or relate to the Defendant's insurance policies from the date of inception to the present.

44. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant from the date of inception to the present.

45. All documents and correspondence pertaining to loans by or between any of the Defendants from the date of inception to the present.

46. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from the date of inception to the present.

47. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant.

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48. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the Defendant.

49. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence a monetary value on any cash or non-cash capital contributions and/or transfers to the Defendant.

50. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to a merger or acquisition of all or a portion of the Defendant.

51. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation of the Defendant's employees and/or shareholders from the date of inception to the present.

52. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

53. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

54. Any and all documents pertaining to the sale of assets belonging to the Defendant, including, but not limited to, raw materials, including timber and sand.

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55. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

56. Any and all documents describing the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from June 4, 1992 to the present.

57. Any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
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Greenville, South Carolina
May 9, 2024

ELECTRONICALLY FILED - 2024 Sep 19 11:28 AM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
Plaintiff,	)	**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO THE RIVER BEND SPORTSMAN'S RESORT, INC.**
vs.	)	
The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner,	)	
Defendants.	)	

TO: THE RIVER BEND SPORTSMAN'S RESORT, INC.

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

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5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

6. All documents concerning the damages claimed by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party experts to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCP or other requests made during this litigation.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

11. Any and all contracts, agreements or correspondence between the parties.

12. A copy of all employment agreements between the Defendant and Brendle.

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13. A copy of all employment agreements between the Defendant and any other Defendant.

14. A copy of all receipts for which Brendle sought reimbursement from the Defendant.

15. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for $10.00, which occurred on October 30, 2023.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action

17. Defendant's bank account statements from March 21, 1985 to the present.

18. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

19. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

20. Any and all financial records and documents evidencing distribution of shares between the Defendant and its shareholders, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

21. All documents evidencing payment of distributions or dividends from the date of inception to the present.

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22. All state and federal tax returns, including Schedules K-1 issued to shareholders of the Defendant, from March 21, 1985 to the present.

23. All profit and loss statements of Defendant from the date of inception to the present.

24. All balance sheets of Defendant from the date of inception to the present.

25. All ledgers of Defendant from the date of inception to the present.

26. All income statements of Defendant from the date of inception to the present.

27. All cash flow statements of Defendant from the date of inception to the present.

28. The corporate books and records of the Defendant, including, but not limited to, the operating agreement and amendments thereto, minutes of any and all meetings, stock certificates, stock certificate stubs and stock transfer documents, share register, stock transfer ledger, shareholder agreements, bylaws, equity arrangements, accounting practices, auditor's letters, and financial records.

29. All documents related to the ownership, management, and structure of the Defendant from inception through the present, including, but not limited to, corporate documents, all minutes, resolutions, and any other documents reflecting decisions made by the employees, shareholders, or officers of the Defendant.

30. All copies of expense reports received from Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

31. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

32. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current loans and debts.

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33. All documents which evidence any and all assets owned by the Defendant (in whole or in part) from the date of inception to present, and any documents related to the current location, value, and ownership of same. For any asset that has been sold during that period, produce all documents related to the sale, including any contracts, purchase agreements, and canceled checks.

34. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity related to "the Property" (as defined or described in the Complaint).

35. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

36. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant from the date of inception to the present.

37. All documents and correspondence pertaining to loans by or between any of the Defendants from the date of inception to the present.

38. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from the date of inception to the present.

39. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant.

40. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the Defendant.

41. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence a monetary value on any

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cash or non-cash capital contributions and/or transfers to the Defendant.

42. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to a merger or acquisition of all or a portion of the Defendant.

43. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation of the Defendant's employees and/or shareholders from the date of inception to the present.

44. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

45. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

46. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

47. Any and all documents describing the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

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48. Any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement

CASSIDY COATES PRICE, P.A.

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May 9, 2024

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