

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 2 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.

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July 29, 2026

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
ADMISSION TO PAUL J. BARNWELL**

TO: PAUL J. BARNWELL

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

If any objection is made to any request, the reasons therefore shall be stated pursuant to law. Each answer which is not admitted shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission; and, when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack

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of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonably inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. Even if Plaintiff believes that a matter of which an admission has been requested a genuine issue for trial, she may not, on that ground alone, object to the request.

Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.
6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.
7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

8. The July 27, 2018 execution of the title transfer document was done without Roth’s knowledge or consent.
9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring “the Property” from Properties to Sportsman’s Resort in exchange for \$10.00.
10. The October 30, 2023 deed transfer was done without Roth’s knowledge or consent.
11. 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.
12. On October 30, 2023, Sportsman’s Resort sold a portion of “the Property” to Riverbend Partners, LLC for \$4,241,600.00.
13. The October 30, 2023 sale was without Roth’s knowledge or consent.
14. Roth has not received any proceeds from the October 23, 2023 sale.
15. Sportsman’s Resort has failed to observe corporate formalities.
16. Sportsman’s Resort has never been profitable and has been undercapitalized.
17. Sportsman’s Resort has never paid a dividend.
18. Sportsman’s Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

19. 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.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
22. Properties has failed to observe corporate formalities.
23. Properties has never paid a dividend.
24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.
25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

CASSIDY COATES PRICE, P.A.

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Greenville, South Carolina
May 9, 2024

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
ADMISSION TO RALPH N. BRENDLE**

TO: RALPH N. BRENDLE

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

If any objection is made to any request, the reasons therefore shall be stated pursuant to law. Each answer which is not admitted shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission; and, when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack

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of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonably inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. Even if Plaintiff believes that a matter of which an admission has been requested a genuine issue for trial, she may not, on that ground alone, object to the request.

Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.
6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.
7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

8. The July 27, 2018 execution of the title transfer document was done without Roth’s knowledge or consent.
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10. The October 30, 2023 deed transfer was done without Roth’s knowledge or consent.
11. 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.
12. On October 30, 2023, Sportsman’s Resort sold a portion of “the Property” to Riverbend Partners, LLC for \$4,241,600.00.
13. The October 30, 2023 sale was without Roth’s knowledge or consent.
14. Roth has not received any proceeds from the October 23, 2023 sale.
15. Sportsman’s Resort has failed to observe corporate formalities.
16. Sportsman’s Resort has never been profitable and has been undercapitalized.
17. Sportsman’s Resort has never paid a dividend.
18. Sportsman’s Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

19. 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.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
22. Properties has failed to observe corporate formalities.
23. Properties has never paid a dividend.
24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.
25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

CASSIDY COATES PRICE, P.A.

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Greenville, South Carolina
May 9, 2024

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
ADMISSION TO ROBERT T. ESTES**

TO: ROBERT T. ESTES

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

If any objection is made to any request, the reasons therefore shall be stated pursuant to law. Each answer which is not admitted shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission; and, when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack

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of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonably inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. Even if Plaintiff believes that a matter of which an admission has been requested a genuine issue for trial, she may not, on that ground alone, object to the request.

Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
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18. Sportsman’s Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

19. 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.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
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25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
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James H. Cassidy, #1160
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(864) 349-2600

Greenville, South Carolina
May 9, 2024

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
ADMISSION TO PAUL LEHNER**

TO: PAUL LEHNER

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

If any objection is made to any request, the reasons therefore shall be stated pursuant to law. Each answer which is not admitted shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission; and, when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack

ROA0237

of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonably inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. Even if Plaintiff believes that a matter of which an admission has been requested a genuine issue for trial, she may not, on that ground alone, object to the request.

Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.
6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.
7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

8. The July 27, 2018 execution of the title transfer document was done without Roth’s knowledge or consent.
9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring “the Property” from Properties to Sportsman’s Resort in exchange for \$10.00.
10. The October 30, 2023 deed transfer was done without Roth’s knowledge or consent.
11. 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.
12. On October 30, 2023, Sportsman’s Resort sold a portion of “the Property” to Riverbend Partners, LLC for \$4,241,600.00.
13. The October 30, 2023 sale was without Roth’s knowledge or consent.
14. Roth has not received any proceeds from the October 23, 2023 sale.
15. Sportsman’s Resort has failed to observe corporate formalities.
16. Sportsman’s Resort has never been profitable and has been undercapitalized.
17. Sportsman’s Resort has never paid a dividend.
18. Sportsman’s Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

19. 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.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
22. Properties has failed to observe corporate formalities.
23. Properties has never paid a dividend.
24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.
25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

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

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
ADMISSION TO RIVERBEND
PROPERTIES, INC.**

TO: RIVERBEND PROPERTIES, INC.

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

If any objection is made to any request, the reasons therefore shall be stated pursuant to law. Each answer which is not admitted shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission; and, when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack

of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonably inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. Even if Plaintiff believes that a matter of which an admission has been requested a genuine issue for trial, she may not, on that ground alone, object to the request.

Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.
6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.
7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lechner, without Roth's knowledge or consent, signed a document 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.

8. The July 27, 2018 execution of the title transfer document was done without Roth’s knowledge or consent.
9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring “the Property” from Properties to Sportsman’s Resort in exchange for \$10.00.
10. The October 30, 2023 deed transfer was done without Roth’s knowledge or consent.
11. 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.
12. On October 30, 2023, Sportsman’s Resort sold a portion of “the Property” to Riverbend Partners, LLC for \$4,241,600.00.
13. The October 30, 2023 sale was without Roth’s knowledge or consent.
14. Roth has not received any proceeds from the October 23, 2023 sale.
15. Sportsman’s Resort has failed to observe corporate formalities.
16. Sportsman’s Resort has never been profitable and has been undercapitalized.
17. Sportsman’s Resort has never paid a dividend.
18. Sportsman’s Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

19. 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.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
22. Properties has failed to observe corporate formalities.
23. Properties has never paid a dividend.
24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.
25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

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

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
vs.	)	ADMISSION TO THE RIVER BEND
	)	SPORTSMAN'S RESORT, INC.
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.

The Plaintiff hereby requests that you admit all the following matters for purposes of this action. Under the provisions of Rule 36 of the South Carolina Rules of Civil Procedure, you are required to respond to this Request for Admissions, in writing, within 30 days of the service of this Request. Your response must be signed as required by Rule 26(g) of the South Carolina Rules of Civil Procedure. If you fail to respond to this Request for Admissions within the time allowed, every matter set forth in this request may be deemed admitted and conclusively established against you for the purposes of this action.

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Accordingly, the Plaintiff respectfully requests that the Defendant admit that each of the following statements are true:

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.
2. Roth has never divested his 16.66% ownership of Properties.
3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.
4. After 1996, 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 related to Properties.
5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.
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25. Properties has failed to maintain corporate records in the normal course of business.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
27. 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.
28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.
30. 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.
31. 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.
32. Properties and Brendle refused to provide Roth with access to the requested records.

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



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

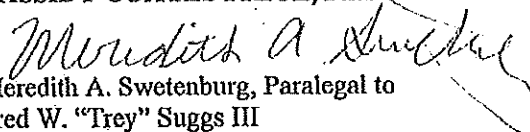
Dear Mr. Anthony,

Enclosed please find a copy of Plaintiff, Donald Roth's, Second Set of Interrogatories 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, Paralegal to
Fred W. "Trey" Suggs III

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 SECOND
INTERROGATORIES TO
ALL DEFENDANTS**

TO: ALL DEFENDANTS

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. Identify the precise amount received by/distributed to each Defendant from the sale of and closing on the Property on or about October 30, 2023.
2. Identify the precise amount received by/distributed to each Defendant from the sale of and closing on the Property on or about December 1, 2023.
3. Identify the amount of the initial capital contribution made by each shareholder in Riverbend Properties, Inc.
4. State all additional capital contributions made by each shareholder in Riverbend Properties, Inc., including the amount and dates of each contribution.
5. Describe, with specificity, how the initial mortgage debt (Palmetto Farm Credit 20-year mortgage) for the purchase of the Property by Riverbend Properties, Inc. was serviced,

including who made the payments, how the payments were made, and from what bank account the payments were made.

6. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about May 26, 1999) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

7. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about August 29, 2001) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

8. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about August 30, 2002) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

9. Describe, with specificity, how the subsequent refinanced mortgage debt (Home Trust Bank 25-year mortgage of or about May 18, 2021) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

10. Describe, with specificity, how the subsequent refinanced mortgage debt (second Home Trust Bank mortgage of or about May 18, 2021) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

11. Identify and describe with specificity all income to Properties from the date of inception to the present, including the amounts and dates of the income, including, but not limited to, income from timber sales, rent, mining activity, or other.

12. Describe the means and methods by which you provided notice to Donny Roth as alleged in your Answer and Responses to the Plaintiff's First Interrogatories.

13. Identify the closing attorney and law firm for the initial purchase of the Property as well as each refinance.

14. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 4.

15. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 5

16. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 7.

17. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 8.

18. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 10.

19. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 13.

20. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 19.

21. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 20.

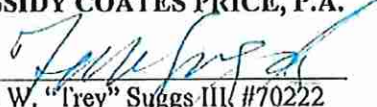
22. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 22.

23. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 25.

24. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 31.

25. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 32.

CASSIDY COATES PRICE, P.A.


Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1460
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
July 26, 2024

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

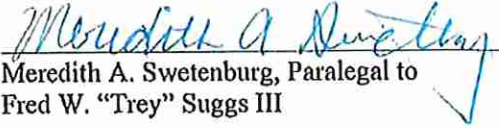
CERTIFICATE OF SERVICE

THIS IS TO HEREBY CERTIFY that the undersigned individual has served a copy of Plaintiff, Donald Roth's, Second Set of Interrogatories 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, Paralegal to
Fred W. "Trey" Suggs III

Greenville, South Carolina

July 26, 2024

EXHIBIT

B

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

None.

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.

RESPONSE.

None.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
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July 19, 2024

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) Case No. 2024-CP-42-01687

Donald R. Roth,)
)
Plaintiff) RESPONSE TO PLAINTIFF'S FIRST
v.) SET OF INTERROGATORIES TO
) RALPH N. BRENDLE
The River Bend Sportsman's Resort, Inc.,)
Riverbend Properties, Inc., Ralph N.)
Brendle, Paul J. Barnwell, Robert T. Estes)
and Paul Lehner,)

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

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RESPONSE:

See Response to Question 1.

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.

RESPONSE:

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RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

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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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

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RESPONSE.

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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.

RESPONSE.

To be supplied.

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.

RESPONSE.

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RESPONSE.

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

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
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(864) 583-9772 Fax
kanthony@anthonylaw.com

July 19, 2024

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

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.

RESPONSE:

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These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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See Response to Question 2.

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RESPONSE:

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RESPONSE:

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RESPONSE.

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RESPONSE:

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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).

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RESPONSE:

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THE ANTHONY LAW FIRM, P.A.

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July 19, 2024

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) Case No. 2024-CP-42-01687

Donald R. Roth,)
)
Plaintiff) RESPONSE TO PLAINTIFF'S FIRST
v.) SET OF INTERROGATORIES TO
) PAUL LEHNER
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Brendle, Paul J. Barnwell, Robert T. Estes)
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All would be expected to testify concerning all matters in this case.

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RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

None.

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.

RESPONSE.

None.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: _____
Kenneth C. Anthony, Jr.
Attorney for Defendants
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July 15, 2024

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) Case No. 2024-CP-42-01687

Donald R. Roth,)
)
Plaintiff)
v.) RESPONSE TO PLAINTIFF'S FIRST
) SET OF INTERROGATORIES TO
) RIVERBEND PROPERTIES, INC.
The River Bend Sportsman's Resort, Inc.,)
Riverbend Properties, Inc., Ralph N.)
Brendle, Paul J. Barnwell, Robert T. Estes)
and Paul Lehner,)

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE: NONE

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Donald C. Roth	16.67
Ralph Brendle	16.67
Paul J. Barnwell	16.67
Robert Estes	16.67
Palu Lehner	16.67
Ralph Barnwell Est.	16.67

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.

RESPONSE: TO BE SUPPLIED

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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 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

RESPONSE: ALL

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 Home Trust Bank on May 18, 2021.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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. 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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

25. From June 4, 1992 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 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.

RESPONSE: NONE.

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.

RESPONSE: Articles of Incorporation for a Statutory Close Corporation. A copy is being provided.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: None.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE: NONE AT THIS TIME

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).

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: No.

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))?

RESPONSE: No closing date has been set but it is anticipated that closing would occur in October, 2024.

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

RESPONSE: No.

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

RESPONSE: No.

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.

RESPONSE: All pertinent documents are being provided.

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.

RESPONSE: All pertinent documents will be supplied.

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 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.

RESPONSE: N/A

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.

RESPONSE: Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes and Paul Lehner.

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.

RESPONSE: None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
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July 19, 2024

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	Case No. 2024-CP-42-01687
Donald R. Roth,	)	
	)	
Plaintiff	)	RESPONSE TO PLAINTIFF'S FIRST
v.	)	SET OF INTERROGATORIES TO
	)	RIVER BEND SPORTSMAN'S RESORT, INC.
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes	)	
and Paul Lehner,	)	

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE: 451 Wilkins Bridge Rd., Inman, SC . A copy of the deed is provided.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:	Robert Estes	9.5
	Robert chapman	9.5
	Paul Lehner	7.81
	Marcus Barnwell	4.8
	Norvin Clontz	3.88
	George Stone	2.91
	William Ledbetter	.8
	William Ledbetter	.8
	Ralph N. Brendle	60

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.

RESPONSE: TO BE SUPPLIED

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 \$10.0, which occurred on October 20, 2023.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

17. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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 shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

20. 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 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.

RESPONSE: None.

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.

RESPONSE: All pertinent documents are being provided.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: Loans only no investments.

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.

RESPONSE: TO BE SUPPLIED

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;
- 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;
- 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.

RESPONSE: NONE AT THIS TIME.

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).

RESPONSE: RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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))?

RESPONSE: No closing date has been set but it is anticipated that closing would occur in October, 2024.

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

RESPONSE: No.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: No.

31. 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.

RESPONSE: All pertinent documents are being provided.

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.

RESPONSE: N/A

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.

RESPONSE: Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes and Paul Lehner.

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.

RESPONSE: None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com

July 19, 2024

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 MOTION FOR ORDER
AND RULE TO SHOW CAUSE**

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 to show cause why the Defendants, The River Bend Sportsman's Resort, Inc., Riverbend Properties, Inc., Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner, should not be held in contempt of Court for failure to abide by this Court's order of September 26, 2024 requiring that the Defendants fully respond to the Plaintiff's written discovery.

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. That motion is attached hereto as Exhibit "A."

A hearing was scheduled for the motion to compel on September 25, 2024. On the eve of the hearing, the parties entered into a consent order, signed by Judge Mark Hayes and filed on September 26, 2024, attached hereto as Exhibit "B." That order, titled "Consent Order Requiring Defendants to Fully Respond to Discovery," stated clearly and unequivocally "that the Defendants are hereby ordered to fully and completely respond to the Plaintiff's discovery requests on or before October 23, 2024." The Order continued, specifically ordering the following:

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.

The language in the order is clear and unambiguous. Complete responses to all discovery were due on or before October 23, 2024. Moreover, the Defendants consented to the order.

On October 22, 2024, the day before discovery responses were due, Mr. Anthony emailed a letter to the undersigned, which outlined objections to some of the discovery that the Defendants were ordered to provide, attached hereto as Exhibit "C." While the Defendants also provided some supplemental answers to the First Set of Interrogatories, they were inadequate and incomplete.

The Defendants did not provide responses to the Plaintiff's Second Set of Interrogatories and First Requests for Production in direct violation of the order.

In an attempt to resolve the matter, the undersigned send a letter outlining his concerns with the inadequacy of the discovery responses, as well as the missing responses. That letter is attached as Exhibit "D." Additionally, the undersigned emailed Mr. Anthony on three separate occasions, asking that he provide the responses to discovery that he was ordered to provide, but has failed to. Those emails are attached as Exhibit "E." Mr. Anothony never responded. Accordingly, the undersigned hereby certifies that he has consulted with opposing counsel prior to filing this motion, and resolution without Court involvement is not likely at this time.

The Defendants have violated the clear order of this Court to fully respond to all three sets of discovery.

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 sanctions against the Defendants for their willful violation of the Court's order; 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.

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
November 4, 2024

Exhibit A

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 MOTION TO COMPEL

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)

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
August 8, 2024



Exhibit A

Fred W. "Trey" Suggs III
(864) 349-2616
fsuggs@roccassidy.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.

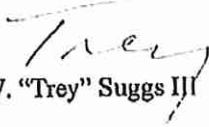

Fred W. "Trey" Suggs III

Exhibit B

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

**CONSENT ORDER REQUIRING
DEFENDANTS TO FULLY
RESPOND TO DISCOVERY**

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

WE SO MOVE:

s/ Fred "Trey" Suggs, III
Fred "Trey" Suggs III
Cassidy Coates Price PA
P.O. Box 10529
Greenville, SC 29603
Phone: 864-349-2600
Email: tsuggs@cassidycoates.com
Attorney for Plaintiff

WE CONSENT:

s/Kenneth C. Anthony, Jr.
Kenneth C. Anthony, Jr.
THE ANTHONY LAW FIRM, P.A.
P.O. Box 3565
Spartanburg, SC 29204
Phone: 864-582-2355
Email: kanthony@anthonylaw.com
Attorney for Defendants



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

ROA0322

Exhibit C

THE ANTHONY
LAW FIRM, P.A.

October 17, 2024

Fred W. Suggs, III, Esq.
CASSIDY COATES PRICE, P.A.
Via email to tsuggs@cassidycoates.com

250 Magnolia Street
Spartanburg SC 29306
P.O. Box 3565
Spartanburg SC 29304
t 864 582 2355
f 864 584 9772
www.anthonylaw.com

**Re: Donald C. Roth v. The River Bend
Sportsman's Resort, Inc., et al
Case No. 2024CP4201687**

Dear Trey:

Thank you again for the extension of time to provide the enclosed information. Below you will find responses as to certain of the Interrogatories as to which you requested further information.

As you will see, the individual defendants do object to providing their personal information at this point and if you feel the need for a hearing we can proceed in that direction. If you are successful in establishing personal liability as to any of these defendants, of course, you will be entitled to all such information.

I am also enclosing our discovery requests. I think this is something we could probably resolve if you would withhold pursuing the personal information on the defendants and respond to our discovery requests by an early mediation. I would ask you to consider delaying any motion to compel and providing us with discovery responses. I would be glad to schedule this mediation sometime this year or in the early part of next year. Let me know.

As to River Bend Sportsman's Resort

Question 10 from Interrogatories. A list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

Answer 10

- a. 30.74 acres, Willkie Bridge Road, Tax Parcel No. 2-10-00-010.00
- b. 34.85 acres, Willkie Bridge Road, Tax Parcel No. 2-10-00-111.00
- c. 33.35 acres, 900 Willkie Bridge Road, Tax Parcel No. 2-10-00-112.00
- d. 1000 Willkie Bridge Road, Tax Parcel No. 2-10-02-001.00

ROA0323

Fred W. Suggs, III, Esq.
October 17, 2024
Page 2

Question 15 from Interrogatories. 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.

Answer 15

Robert Estes, Paul Lehner, Ralph Brendle

Question 16 from Interrogatories. 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 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

Answer 16

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Donnie Roth

Question 17 from Interrogatories. 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 Home Trust Bank on May 18, 2021.

Answer 17

Robert Estes, Paul Lehner, Ralph Barnwell

Question 18 from Interrogatories. 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.

Answer 18

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell

Fred W. Suggs, III, Esq.
October 17, 2024
Page 3

Question 19 from Interrogatories. 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.

Answer 19

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell

Question 20 from Interrogatories. 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.

Answer 20

Robert Estes, Paul Lehner, Ralph Brendle. See attached notes to Paul Lehner.

Question 22 from Interrogatories. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 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.

Answer 22

NONE

Question 23 from Interrogatories. 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.

Answer 23

Ralph Brendle, Paul Barnwell, Robert Estes, Paul Lehner, Ralph Barnwell, Robert Chapman, Jr., Marcus Barnwell, George Stone, Norvin Clontz, Donald Roth, William Ledbetter

Fred W. Suggs, III, Esq.
October 17, 2024
Page 4

Question 27 from Interrogatories. 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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

Answer 27

Most accounts have been with Arthur State Bank. There may have been accounts in the inception with C&S Bank and American Federal. The defendant does not have any records older than five years.

As to Riverbend Properties, Inc.

Question 10 from Interrogatories. Aa list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

Answer 10

124.04 acres, Willde Bridge Road, Tax Parcel No. 2-10-00-004.02

Question 20 from Interrogatories. 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.

Answer 20

Any and all borrowed monies will be reflected by mortgages recorded in the ROD Office for Spartanburg County of which the plaintiff is already aware.

Question 21 from Interrogatories. 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. 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.

Fred W. Suggs, III, Esq.
October 17, 2024
Page 5

Answer 21

NONE

Question 22 from Interrogatories. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 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.

Answer 22

NONE

Question 23 from Interrogatories. 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.

Answer 23

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Ralph Barnwell, Donald Roth

Question 24 from Interrogatories. 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.

Answer 24

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Ralph Barnwell, Donald Roth

Question 27 from Interrogatories. 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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

Answer 27

Arthur State Bank

Fred W. Suggs, III, Esq.
October 17, 2024
Page 6

Question 29 from Interrogatories. 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.

Answer 29

NONE

Question 31 from Interrogatories. 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).

Answer 31

NONE

As to Ralph Brendle

Question 15 from Interrogatories. 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.

Answer 15

Ralph Brendle has incurred various expenses which have been paid by River Bend Sportsman's Resort, Inc. which were essentially reimbursement for expenses. The other shareholders may have received discounts as to shooting, birds, shells, and any other equipment.

Question 16 from Interrogatories. 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,

Fred W. Suggs, III, Esq.
October 17, 2024
Page 7

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.

Answer 16

NONE

Very truly yours,



Kenneth C. Anthony, Jr.

KCAjr:cmh
Enclosures
cc: Paul Barnwell
Ralph Brendle
Robert Estes
Paul Lehner

ROA0329



Exhibit D

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

October 23, 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 appreciate your letter of October 17, 2024 in which you provided some of the information which was required by the order. As you know and seem to acknowledge in your letter, the order compelled you to produce the financial information related to the individuals. An appropriate motion would not be a Motion to Compel, but instead, a Motion and Rule to Show Cause as you are clearly in violation of the Order (to which you consented). Additionally, I think you're simply incorrect related to the discoverability of personal finances. Admittedly, I have taken the same position in the past; however, I've lost each time, as there is case law that establishes that such requests are reasonably likely to lead to discoverable evidence, and that one should not be compelled to wait until trial to gather such information, as it would be inarguably too late to do so. That being said, I am willing to table the discovery related to the finances pertaining to Barnwell, Estes, and Lehner; however, I am not willing to table the discovery related to Brendle. I need that information within 10 days. Barring that, I will have no choice other than to file a Motion and Rule to Show Cause for violating the order.

As I mentioned in my email of October 22, the Order also required that the Defendants respond to the first set of requests for production and the second interrogatories. You have not provided those responses. Please do so within 10 days. I understand that you have sent over a handful of documents. We need formal responses to both the requests of production, as well as the second set of interrogatories.

With respect to the responses that you did provide, please revisit Sportsman's Resort's answer to interrogatory 10. I understand that Resort has assets in addition to the real property holdings (proven by the financial documents contained within the SBA loan packet). Please provide that information and related documents. With respect to interrogatory 23 to Resort, you did not provide the information related to compensation received by each shareholder and the interest owned by each shareholder. Please provide that information.

With respect to the answers provided on behalf of River Bend Properties, again, please provide the specifics related to interrogatory 23, including compensation received by each

Cassidy Coates Price, P.A.

1052 North Church Street | Greenville, SC 29601 | P.O. Box 10529 | Greenville, SC 29603 | P: 864.349.2600 | F: 864.349.0303

cassidycoates.com

ROA0330

ELECTRONICALLY FILED - 2024 Nov 04 3:33 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

shareholder and the interest owned by each shareholder. Regarding interrogatory 24 to Properties, you did not provide the requested details, including the positions held by each Defendant, the dates of service, and whether the individuals or entities are still members of the Board of Directors.

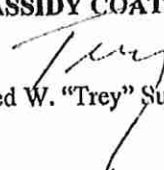
With respect to Brendle's answers to interrogatories, the answer to interrogatory 15 as inadequate. Brendle did much more than simply get reimbursed for expenses. He received monies from Resort. Please provide all of the requested information, including payments, wages, bonuses, benefits and perquisites received by Brendle from the Riverbend Sportsman's Resort, including documentation of the same.

Regarding your suggestion that we consider an early mediation, we are willing to consider doing so; however, unless the Defendants' position has drastically changed since our last conversation, I believe that it will be futile. Additionally, until we are provided the requested information and documents pertaining to the recent sale of the property belonging to Properties, as well as related to the contemplated future sale, it is impossible to fully evaluate damages. We have to know the sales price of all tracts that belonged to Properties. If you can provide that information, including the contract price for the sale of all parcels previously owned by Properties, we could be prepared for an early mediation.

Please let me know if you have any questions about the above. I would really appreciate it if we could just get the requested information and documents as required by the Order and avoid any future motions.

Sincerely,

CASSIDY COATES PRICE, P.A.


Fred W. "Trey" Suggs III

FWS/mas

ROA0331

Exhibit E

ELECTRONICALLY FILED - 2024 Nov 04 3:33 PM - SPARTANBURG - COMMON PLEAS - CASE#2024CP4201687

Trey Suggs

From: Trey Suggs
Sent: Tuesday, October 22, 2024 5:10 PM
To: Cindy Hogan
Cc: Kenneth Anthony
Subject: RE: Roth v River Bend et al
Attachments: P's 2nd interrogatories to Defs.docx; P's 1st RFPD to Def Barnwell.docx; P's 1st RFPD to Def Brendle.docx; P's 1st RFPD to Def Estes.docx; P's 1st RFPD to Def Lehner.docx; P's 1st RFPD to Def Properties.docx; P's 1st RFPD to Def Sportsman's Resort.docx

Centerbase Flag: 91900435
Centerbase ServerID: 0

Thanks. I have a letter coming to you regarding the responses provided in the letter, but we need answers to 2nd set of interrogatories and responses to 1st set of requests for production. Those were also addressed in the order. I'm attaching in Word version for ease of response. Thanks, Trey

Fred W. "Trey" Suggs III

Attorney

e tsuggs@cassidycoates.com

d 864.349.2616

 **CASSIDY COATES PRICE**

1052 North Church Street, Greenville, SC 29601

P.O. Box 10529, Greenville, SC 29603

p 864.349.2600 | f 864.349.0303

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From: Cindy Hogan <chogan@anthonylaw.com>
Sent: Tuesday, October 22, 2024 4:20 PM
To: Trey Suggs <tsuggs@cassidycoates.com>
Cc: Kenneth Anthony <kanthony@anthonylaw.com>
Subject: Roth v River Bend et al

Please see attached.

Cynthia M. Hogan, Paralegal
THE ANTHONY LAW FIRM, P.A.
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
(864) 699-6218
chogan@anthonylaw.com

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

TO: FRED W. SUGGS, III, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the defendants hereby move for reconsideration of the Order dated April 16, 2025. This Motion is based on the fact that the sanction is inappropriate to any violation. The defendants have responded as fully as possible to discovery requests. If the responses have been deemed inadequate, there are many less severe sanctions that could be imposed, such as fines, attorney's fees and other.

Therefore, Defendants believe this order should be rescinded or, at least, the defendants should be afforded a hearing before such severe sanctions were imposed.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St.
Spartanburg, SC 29306
864-582-2355
kanthony@anthonylaw.com

April 22, 2025

ROA0334

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 MEMORANDUM IN
OPPOSITION TO DEFENDANTS' MOTION
TO RECONSIDER**

This matter is currently before the Court on the Defendants' Motion to Reconsider this Court's Order Striking the Defendants' Answer. Contrary to the Defendants' assertion that they have "responded as fully as possible to discovery requests," this Court has repeatedly ruled that, in fact, they have not. Additionally, contrary to the Defendants' claim that "the sanction is inappropriate to any violation," our Supreme Court has found that striking an Answer, while a harsh sanction, may be an appropriate remedy for discovery abuse and refusal to comply with discovery orders. Accordingly, the Court should deny the Defendants' Motion to Reconsider.

PROCEDURAL HISTORY

The Plaintiff filed his Complaint on April 23, 2024, over one year ago, 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 first set of requests for admission and interrogatories. However, they failed and refused to produce documents or respond to the Plaintiff's 1st requests for production and 2nd interrogatories. On July 26, counsel

for the Plaintiff sent a two-page deficiency letter to the Defendants, outlining the deficiencies and requesting supplementation. This letter was attached as Exhibit "A" to the Plaintiff's Motion to Compel. Additionally, Plaintiff's counsel explained why the discovery, including financial discovery against the individual Defendants, was necessary and permissible. The Defendants did not respond to the deficiency letter. The Plaintiff filed a Motion to Compel on August 8, 2024, which was scheduled for a hearing on September 25, 2025.

On September 23, 2025, counsel for the Defendants stated that they would consent to an order compelling discovery rather than move forward with a hearing. Counsel for the Plaintiff prepared an order, to which the Defendants explicitly consented on September 24, 2025: "Good with me." The order compelling discovery was signed and filed by Judge Mark Hayes on September 26, 2024. That order, titled "Consent Order Requiring Defendants to Fully Respond to Discovery," stated clearly and unequivocally "that the Defendants are hereby ordered to fully and completely respond to the Plaintiff's discovery requests on or before October 23, 2024." The Order continued, specifically ordering the following:

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.

The language in the order was clear and unambiguous. Complete responses to all discovery were due on or before October 23, 2024 per the order.

On October 22, 2024, the day before discovery responses were due per the consent order signed by Judge Hayes, Mr. Anthony emailed a letter to the undersigned which outlined objections to some of the discovery that the Defendants were ordered to provide, which was previously attached as Exhibit "C" to the Plaintiff's Motion for Order and Rule to Show Cause. While the Defendants had also provided some supplemental answers to the First Set of Interrogatories, they were inadequate and incomplete. Additionally, the Defendants did not provide responses to the Plaintiff's Second Set of Interrogatories and First Requests for Production in direct violation of the order.

In an attempt to resolve the matter, the undersigned send a letter outlining his concerns with the inadequacy of the discovery responses, as well as the missing responses. That letter was attached as Exhibit "D" to the Plaintiff's Motion for Order and Rule to Show Cause. Additionally, the undersigned emailed Mr. Anthony on three separate occasions, asking that he provide the responses to discovery that he was ordered to provide. The Defendants ignored these repeated pleas and failed to supplement or provide additional documents or information. Those emails were attached as Exhibit "E" to the Plaintiff's Motion for Order and Rule to Show Cause.

The Plaintiff filed a Motion for Order and Rule to Show cause on November 4, 2024. That matter was heard by Judge Fant in Spartanburg 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 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.

Judge Fant 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.

Following the issuance of the Order on the Motion and Rule to Show Cause, the Plaintiff provided some supplemental discovery responses on January 31, 2025. Again, they were deficient and incomplete. Additionally, the Defendants continued to object to discovery that had been twice ordered by this Court for production. Counsel for the Plaintiff sent another deficiency letter to Mr. Anthony, attached hereto as Exhibit "A." The Defendants did not respond to the deficiency letter or further supplement their responses.

On March 11, 2025, the Plaintiff advised the Court 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. Specifically, the Defendants continued to object to the financial discovery served on the individual Defendants. It should be noted that while the Defendants have repeatedly represented and asserted to this Court that the Plaintiff had agreed to forego the financial discovery (*see* March 18, 2025 letter from Mr. Anthony to Judge Fant and April 8, 2025 letter from Mr. Anthony to Judge Fant), the Plaintiff has repeatedly advised the Defendants through counsel that they require the financial discovery. While the Plaintiff initially agreed to forego financial discovery as to three of the Defendants, in a letter of October 23, 2024, prior to filing the Motion for Order and Rule to Show Cause, counsel for the Plaintiff wrote to Mr. Anthony and clearly explained that he required financial discovery of Ralph

Brendle. Brendle has never responded to that discovery. Additionally, in a letter dated January 30, 2025, attached hereto as Exhibit "A," Plaintiff's counsel wrote to Mr. Anthony regarding the financial discovery of the individual Defendants: "While we were initially willing to consider delaying that discovery, given the Defendants' collective unwillingness to participate in written discovery, we are not willing to delay."

Upon being advised by the Plaintiff that the Defendants had failed to adhere to the Court's order, Judge Fant 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. By Supplemental Order of March 26, 2025, 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:

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

8. 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:

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 the 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.**

On April 4, 2025, Defendants Riverbend Properties, Inc. and River Bend Sportsman's Resort propounded insufficient and incomplete supplemental Answers to the Plaintiff's First Interrogatories. Defendants Brendle, Barnwell, Estes and Lehner did not supplement their Answers to the Plaintiff's First Interrogatories as ordered by this Court. While they produced a handful of additional corporate records, which they had contended for a year did not exist, none of the parties supplemented their Responses to the 1st Set of Requests for Production; moreover, the production was woefully incomplete and inadequate. For example, to date, not a single email has been produced. The Defendants also failed to supplement their Answers to the 2nd Set of Interrogatories, again as ordered.¹

Counsel for the Plaintiff advised this Court 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 was appropriately stricken by Order of this Court on April 16, 2025.

ARGUMENT

The Plaintiff has appropriately and repeatedly turned to this Court for assistance in compelling the Defendants to provide necessary and complete discovery to allow him to present his case to a jury. The Defendants have at every turn thwarted the Plaintiff's attempts to see behind the curtain, which is his right, not only as a litigant, but also as a shareholder. The Court has

¹ Additionally, as a side note, the Defendants have not responded to additional discovery served upon them on February 21, 2025, and which is now over thirty (30) days delinquent.

repeatedly ordered the Defendants to fully and completely respond to discovery, enumerating precisely what discovery the Defendants must answer. The Defendants have repeatedly failed or refused to do so, continuing to object to discovery that this Court has repeatedly declared to be relevant and required. Twelve months into litigation, the Plaintiff still lacks the necessary information and records to evaluate and prove his claims. He has been greatly prejudiced as a result.

The Court has the discretion to strike a party's pleadings due to discovery abuse. "When a party fails to comply with a discovery order, the trial court has the discretion to impose a sanction it deems just, including an order dismissing the action." *Barnette v. Adams Bros. Logging, Inc.*, 355 S.C. 588, 593, 586 [S.E.2d](#) 572, 575 (2003). To assert that the Defendants' actions do not amount to discovery abuse and failure to comply with discovery orders would fly in the face of reason and reality. They have not only failed to comply with one order, they have failed to comply with three.

In *McNair v. Fairfield County*, 379 S.C. 462, 665 S.E.2d 830 (Ct.App 2008), the Court of Appeals affirmed that the circuit court's ruling that the Defendant's failure to produce documents seven months after the Court granted a motion to compel resulted in delay prejudicing the plaintiff's right to have his claim heard, and was adequate grounds to strike the defendant's answer. Here, discovery was served one year ago. The Court has issued three orders requiring the Defendants to fully respond to discovery. Exactly as in *McNair*, seven months after the Court first issued an order granting the Plaintiff's motion to compel and ordering full and complete discovery, the Defendants have failed to comply and produce all necessary information and documents to allow the Plaintiff to litigate his case, thus prejudicing his right to be heard. Accordingly, this

Court exercised its discretion and appropriately issued an Order Striking the Defendants' Answer. The Defendants' Motion to Reconsider should thus be denied.

CONCLUSION

The Plaintiff is entitled to discovery of information and documents that pertain to his allegations. The Defendants willfully refuse to grant him this right, even in the face of orders from this Court requiring that they do so. Sanctions and threats from this Court have not changed the Defendants' behavior. Thus, it was appropriate to strike the Defendants' Answer, particularly when the Defendants were well aware of this potential sanction. As such, the Defendants' Motion to Reconsider should be denied.

CASSIDY COATES PRICE, P.A.

s/ Fred W. Suggs III
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

April 24, 2025
Greenville, South Carolina

EXHIBIT A



Fred W. "Troy" Suggs III
(864) 349-2616
tsuggs@roccassidy.com

January 30, 2025

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 appreciate your providing supplemental discovery responses. I noticed that you did not supplement the answers to the 1st sets of interrogatories, addressing the deficiencies previously outlined. I would appreciate your doing so. I also noted that you continue to object to the production of information pertaining to the individual defendants, including Brendle. As you know, we now have two orders compelling the Defendants to produce the financial information related to the individuals. Please do so. While we were initially willing to consider delaying that discovery, given the Defendants' collective unwillingness to participate in written discovery, we are not willing to delay. Additionally, while I will address specifics below, you have still not produced any written correspondence, including emails, between the parties. I do not believe for one moment that these parties never communicated about corporate affairs, including, but not limited to, the most recent transactions in which they sold a portion of the Property. It is simply not fathomable. Accordingly, I ask, again, for the Defendants to produce the requested written correspondence, including emails. I also remind you that we have still not been provided any details related to bank accounts. Please provide all of the bank accounts pertaining to the corporate Defendants, including name of the financial institution, name of the account holder, and bank account number, including the identification of the account where the funds from the recent sale are being held in escrow or otherwise.

I will address the specific discovery requests below:

First Set of Interrogatories

With respect to the first set of interrogatories to The River Bend Sportsman's Resort, Inc., please fully and completely answer Interrogatories 10, 20, 23, and 27.

Regarding the first set of interrogatories to Riverbend Properties, Inc., please fully and completely answer Interrogatories 10, 20, 23, 24, 27, and 29.

EXHIBIT A

With respect to Ralph Brendle and the first set of interrogatories to him, please fully and completely answer Interrogatories 9, 10, 13, 14, 15, 16, and 17.

With regard to the first set of interrogatories to the other individual Defendants, please provide full and complete answers to Interrogatories 9, 10, 13, 14, and 17.

Second Set of Interrogatories

Regarding the Responses to Plaintiff's 2nd interrogatories, I understood from our conversation after the hearing that distributions of the sale proceeds related to the transaction with Riverbend Partners, LLC had been made. However, in answering interrogatories 1 and 2, you indicate that no amount had been distributed. Can you please clarify? Who is holding the proceeds? Were any distributions made to satisfy loans/mortgages? Where are the proceeds from the sale? Are they being held in an account? If so, please provide all information related to that account, including the financial institution, name of the account holder, and bank account number. If they are being held in escrow by a law firm, please identify the firm.

Regarding the answer to interrogatories 9 and 10 of the 2nd set of interrogatories, these are recent transactions (2021). However, you refer back to your answer to interrogatory 5 which identifies old American Federal and C&S accounts, as well as "an account at Arthur State Bank." Given the recent nature of these transactions, certainly more detailed information is available regarding the account(s). Please provide it.

With respect to your answer to interrogatory 11 of the 2nd set of interrogatories, I understand that there was a lease agreement between Properties and Sportsman's Resort, as well as sand and mineral lease rights. Timber was also sold. There should have been income to Properties from these agreements and these sales. Please provide that information and any documentation reflecting the income.

Finally, you did not really answer interrogatory 12. We asked for the means and methods of notice. You provided another copy of the purported notice, but did not indicate how notice was conveyed. Was the notice mailed? If so, how was it mailed: US mail or some other trackable means? To what address was it mailed. Was it emailed? Was it hand-delivered? Please supplement to provide this information.

First Set of Requests for Production

Brendle

We do not believe that we have received all of the responsive documents/records/communications.

Regarding your response to RFPD 16, please provide all documents which evidence the alleged loans, including repayment. Moreover, is it your position that Brendle never received any payments, wages, benefits or distributions from Properties or Sportsman's Resort? How was he supporting himself over the last three decades? This simply does not make sense. Please provide the responsive documents and records.

EXHIBIT A

With respect to RFPDs 17, 23, 28, and 30, the Court has ordered Brendle to provide these documents and records. Please do so.

Please provide all documents and records related to the "substantial sums" loaned by Brendle to Sportsman's Resort (RFPD 29).

Regarding RFPD 31, like 16, it defies imagination that Brendle received no payments, either by salary or other compensation, during the last several documents. Please provide the responsive documents and records.

Finally, with respect to RFPD 34, as mentioned above, it is impossible that there are no communications, including emails. Please provide them.

Riverbend Properties

We continue to believe that we are short records and documents regarding Properties.

Similar to Brendle's response to RFPD 34, there must be emails and communications related to Properties. In fact, we know there are emails, because we have copies of some. In response to RFPD 5, please provide all communications, including emails, related to the operation of Properties, including those pertaining to the facts and allegations outlined in the Complaint. We do not accept "none" as a response.

I appreciate that you indicated you will supplement responses to RFPDs 29-34. Please do so sooner than later. Brendle's accountant should have these documents readily available.

You responded to RFPD 46 indicating that all documents had been produced. Nothing responsive to this request has been produced. I would appreciate if you would supplement the responses and provide these documents/records. The same goes for RFPDs 49, 50, and 51. We do not have any responsive documents- please provide them.

Finally, with respect to RFPD 55, as mentioned above, it is impossible that there are no communications, including emails. Please provide them.

Sportsman's Resort

The responses for Sportsman's Resort are likewise incomplete. Please supplement as follows.

With respect to RFPDs 5, 19, and 46, you have produced zero communications or emails. Please produced the responsive communications.

I do not understand your response to RFPD 14: "Certain expenses were paid directly by River Bend Sportsman's Resort, Inc. in that they involved business." Can you clarify? Can you also please provide the documentation related to those expenses?

In responding to RFPD 21, you indicated that there have been no distributions or dividends paid to date. Ever. This is inconsistent with what you have previously told me and also what we understand to be true. Please revisit this request and provide the requested documentation.

EXHIBIT A

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Please also produce the documents responsive to RFPDs 22-27 as soon as possible.

The responses of "none" to RFPDs 31 and 32 do not appear to be accurate unless Sportsman's Resort has already wound down. It seems inconsistent with your position that no distributions have been made. Either Sportsman's Resort has the proceeds from the sale of the Property, or distributions have been made. Please clarify and also provide the requested information and documentation.

You objected to RFPD 33. You have already been ordered to produce. Please do so.

With respect to RFPDs 38-40, we do not accept that there are no responsive documents. Please produce the responsive documents.

Finally, you indicated that there are no responsive documents with respect to RFPD 43. Is it Sportsman's Resort's position that it never paid anyone, including Brendle, for any services whatsoever? This defies logic. Please produce the responsive documents.

Individual Defendants (Barnwell, Lehner, and Estes)

Like with the other discovery, we reject the Defendants' position that there are no written communications, including emails. Please respond fully and completely to RFPDs 5 and 18.

Regarding RFPDs 22 and 27, you have been ordered to provide responses to these requests. Please do so.

Please let me know if you have any questions about the above. I would really appreciate it if we could just get the requested information and documents as required by the Orders. There have to be additional documents, including communications and emails. I appreciate that it is not always easy to access this information; however, that does not mean that the documents/records/communications are not relevant and discoverable.

Sincerely,

CASSIDY COATES PRICE, P.A.



Fred W. "Trey" Suggs III

ROA0347

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 MOTION FOR
ENTRY OF JUDGMENT**

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 entering judgment against the Defendants.

This motion is based upon the pleadings which have been filed in this action, the orders of this Court, the applicable common and statutory laws of the State of South Carolina, and any testimony taken and considered at a hearing to assess damages.

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.

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.

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 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. 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.

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. They did not respond to the Plaintiff's requests for production.

The Defendants filed an Answer on July 24, 2024.

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.

A hearing was scheduled on the motion to compel for September 25, 2024. On the eve of the hearing, the parties entered into a consent order, signed by Judge Mark Hayes and filed on September 26, 2024. That order, titled "Consent Order Requiring Defendants to Fully Respond to Discovery," stated clearly and unequivocally "that the Defendants are hereby ordered to fully and completely respond to the Plaintiff's discovery requests on or before October 23, 2024." The Order continued, specifically ordering the following:

The Plaintiff and the Defendants agree that the discovery requests propounded by the Plaintiff and served upon the Defendants are reasonable and relevant per SCRCR 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.

The language in the order was clear and unambiguous. Complete responses to all discovery were due on or before October 23, 2024. Moreover, the Defendants consented to the order.

On October 22, 2024, the day before discovery responses were due, Mr. Anthony emailed a letter to the undersigned, which outlined objections to some of the discovery that the Defendants

were ordered to provide. While the Defendants also provided some supplemental answers to the First Set of Interrogatories, they were inadequate and incomplete. The Defendants did not provide responses to the Plaintiff's Second Set of Interrogatories and First Requests for Production in direct violation of the order.

In an attempt to resolve the matter, the undersigned send a letter outlining his concerns with the inadequacy of the discovery responses, as well as the missing responses. Additionally, the undersigned emailed Mr. Anthony on three separate occasions, asking that he provide the responses to discovery that he was ordered to provide, but he failed to do so. Mr. Anothony never responded.

Thereafter, the Plaintiff filed a Motion for Order and Rule to Show Cause on November 4, 2024 for failure of the Defendants to abide by the Court's Order of September 26, 2024 requiring full and complete discovery responses. This motion was heard by Judge Patrick Fant on January 8, 2024.

By order dated February 6, 2025, 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. Judge Fant 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 the 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, by way of a supplemental order dated March 26, 2025, the Court ordered that the Defendants 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

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:

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 this supplemental order of 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. The 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.

On April 4, 2025, Defendants Riverbend Properties, Inc. and River Bend Sportsman's Resort propounded insufficient and incomplete supplemental Answers to the Plaintiff's First Interrogatories. Defendants Brendle, Barnwell, Estes and Lehner did not supplement their Answers to the Plaintiff's First Interrogatories as ordered by the Court. While they produced a handful of additional corporate records, which they had contended for a year did not exist, none of the parties supplemented their Responses to the 1st Set of Requests for Production; moreover, the production was woefully incomplete and inadequate. For example, to date, not a single email has been produced. The Defendants also failed to supplement their Answers to the 2nd Set of Interrogatories, again as ordered.

Counsel for the Plaintiff advised the Court 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 was appropriately stricken by Order of this Court on April 16, 2025.

The Defendants filed a Motion to Reconsider the Order striking their Answer on April 22, 2025. That Motion was denied by an Order of this Court on May 27, 2025. This Motion follows.

ARGUMENT

The Plaintiff has appropriately and repeatedly turned to this Court for assistance in compelling the Defendants to provide necessary and complete discovery to allow him to present his case to a jury. The Defendants have at every turn thwarted the Plaintiff's attempts to see behind the curtain, which is his right, not only as a litigant, but also as a shareholder. The Court has repeatedly ordered the Defendants to fully and completely respond to discovery, enumerating precisely what discovery the Defendants must answer. The Defendants have repeatedly failed or refused to do so, continuing to object to discovery that this Court has repeatedly declared to be relevant and required.

The Court has the discretion to strike a party's pleadings due to discovery abuse. The Court has done so. Because the Defendants' Answers have been stricken in their entirety, they are not able to contest the allegations of the Complaint, and those allegations are thus deemed admitted. Accordingly, judgment should be entered by this Court in an amount determined at a damages hearing.

CONCLUSION

Their Answer having been appropriately stricken by this Court, the Defendants are unable to mount a defense or challenge the allegations of the Complaint. In other words, the allegations are deemed admitted. Judgment should thus be entered in an amount determined by this Court.

CASSIDY COATES PRICE, P.A.

s/ Fred W. Suggs III

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

June 25, 2025

Greenville, South Carolina

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

Defendants hereby file this Motion to Reconsider the oral ruling of the Judge at hearing on August 5, 2025, and any Form 4 or other orders which were issued pursuant or subsequent to the Court's ruling, on the following grounds:

1. The Court failed to consider sufficient evidence that make appropriate calculations in order to determine any possible damages alleged by the Plaintiff.
2. The Court failed to take into consideration and demand sufficient evidence to support the finding of unfair trade practices, punitive damages, and attorney's fees.
3. There was no appropriate accounting or assessment of any damages alleged by the Plaintiff.
4. The Court failed to take into consideration any debts, liabilities and costs as the property in question.
5. The Court failed to consider that there was no consideration paid by the Plaintiff or on his behalf for his alleged interest in the property or its owner.

6. The Court failed to take into consideration any basis for prior rulings in this case.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony, Jr.

Attorney for Defendants

250 Magnolia St.

Spartanburg, SC 29306

864-582-2355

kanthony@anthonylaw.com

August 13, 2025

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

None.

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.

RESPONSE.

None.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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)?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
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(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com

July 19, 2024

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

To be supplied.

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.

RESPONSE.

To be supplied.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.

Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
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kanthony@anthonylaw.com

July 19, 2024

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

None.

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.

RESPONSE.

None.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com

July 19, 2024

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307.

All would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

All.

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.

RESPONSE:

All.

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.

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

14. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE.

None.

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.

RESPONSE.

None.

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

RESPONSE.

Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE:

None at this time.

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).

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:

No.

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))?

RESPONSE:

No closing date has been set but it is anticipated that closing would occur in October of 2024.

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 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.

RESPONSE:

None.

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.

RESPONSE:

All Defendants.

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.

RESPONSE:

None.

THE ANTHONY LAW FIRM, P.A.

BY: _____
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com

July 15, 2024

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

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE: NONE

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Donald C. Roth	16.67
Ralph Brendle	16.67
Paul J. Barnwell	16.67
Robert Estes	16.67
Palu Lehner	16.67
Ralph Barnwell Est.	16.67

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.

RESPONSE: TO BE SUPPLIED

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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 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

RESPONSE: ALL

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 Home Trust Bank on May 18, 2021.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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. 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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

25. From June 4, 1992 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 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.

RESPONSE: NONE.

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.

RESPONSE: Articles of Incorporation for a Statutory Close Corporation. A copy is being provided.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: None.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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;
- 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.

RESPONSE: NONE AT THIS TIME

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).

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: No.

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))?

RESPONSE: No closing date has been set but it is anticipated that closing would occur in October, 2024.

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

RESPONSE: No.

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

RESPONSE: No.

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.

RESPONSE: All pertinent documents are being provided.

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.

RESPONSE: All pertinent documents will be supplied.

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 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.

RESPONSE: N/A

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.

RESPONSE: Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes and Paul Lehner.

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.

RESPONSE: None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.

Kenneth C. Anthony, Jr.

Attorney for Defendants

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kanthony@anthonylaw.com

July 19, 2024

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald R. Roth,

Plaintiff

v.

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

)
) IN THE COURT OF COMMON PLEAS

) Case No. 2024-CP-42-01687

)
)
) RESPONSE TO PLAINTIFF'S FIRST
) SET OF INTERROGATORIES TO
) RIVER BEND SPORTSMAN'S RESORT, INC.

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.

RESPONSE:

- a. Ralph N. Brendle, 113 Commons Dr., Spartanburg, SC 29302
- b. Paul J. Barnwell, 4120 New Cut Road, Inman, SC 29349
- c. Robert T. Estes, address to be provided.
- d. Paul Lehner, 517 Mockingbird Lane, Spartanburg, SC 29307

These shareholders would be expected to testify concerning all matters in this case.

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.

RESPONSE:

Agreement dated July 27, 2018 executed Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes, and Paul Lehner.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 2.

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.

RESPONSE:

See Response to Question 1.

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.

RESPONSE:

All pertinent documents are being provided.

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.

RESPONSE:

This response will be supplemented.

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.

RESPONSE:

This response will be supplemented.

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;
- 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.

RESPONSE: 451 Wilkins Bridge Rd., Inman, SC . A copy of the deed is provided.

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

RESPONSE:

Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE:	Robert Estes	9.5
	Robert chapman	9.5
	Paul Lehner	7.81
	Marcus Barnwell	4.8
	Norvin Clontz	3.88
	George Stone	2.91
	William Ledbetter	.8
	William Ledbetter	.8
	Ralph N. Brendle	60

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.

RESPONSE: TO BE SUPPLIED

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 \$10.0, which occurred on October 20, 2023.

RESPONSE: ALL

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.

RESPONSE: ALL

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

17. Identify any and all legal entities, such as corporations, limited liability 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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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 shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

20. 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 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.

RESPONSE: None.

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.

RESPONSE: All pertinent documents are being provided.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: Loans only no investments.

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.

RESPONSE: TO BE SUPPLIED

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;
- 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;
- 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.

RESPONSE: NONE AT THIS TIME.

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).

RESPONSE: RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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 assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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))?

RESPONSE: No closing date has been set but it is anticipated that closing would occur in October, 2024.

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

RESPONSE: No.

RESPONSE: Defendant objects to this Interrogatory as irrelevant.

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

RESPONSE: No.

31. 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.

RESPONSE: All pertinent documents are being provided.

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.

RESPONSE: N/A

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.

RESPONSE: Ralph N. Brendle, Paul J. Barnwell, Robert T. Estes and Paul Lehner.

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.

RESPONSE: None.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.

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July 19, 2024

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

Donald R. Roth,

Plaintiff

v.

)
)
) RESPONSE TO PLAINTIFF'S FIRST
) REQUEST TO ADMISSION TO
) PAUL J. BARNWELL

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

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, 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 related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth's knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring "the Property" from Properties to Sportsman's Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth's knowledge or consent.

DENIED.

11. 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.
DENIED.
12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.
DENIED.
13. The October 30, 2023 sale was without Roth's knowledge or consent.
DENIED.
14. Roth has not received any proceeds from the October 23, 2023 sale.
ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.
15. Sportsman's Resort has failed to observe corporate formalities.
DENIED.
16. Sportsman's Resort has never been profitable and has been undercapitalized.
DENIED.
17. Sportsman's Resort has never paid a dividend.
ADMITTED.
18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.
DENIED.

19. 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.

DENIED.

20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.

DENIED.

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

DENIED.

22. Properties has failed to observe corporate formalities.

DENIED

23. Properties has never paid a dividend.

ADMITTED.

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

DENIED.

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

DENIED.

26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

DENIED.

27. 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.

DENIED.

28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

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

ADMITTED.

30. 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.

DENIED.

31. 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.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
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July 19, 2024

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	Case No. 2024-CP-42-01687
Donald R. Roth,	)	
	)	
Plaintiff	)	RESPONSE TO PLAINTIFF'S FIRST
v.	)	REQUEST TO ADMISSION TO
	)	RALPH N. BRENDLE
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes	)	
and Paul Lehner,	)	

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, 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 related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lechner, without Roth's knowledge or consent, signed a document 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.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth's knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lechner, and Paul Barnwell authorized the execution of a deed transferring "the Property" from Properties to Sportsman's Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth's knowledge or consent.

DENIED.

11. 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.

DENIED.

12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.

DENIED.

13. The October 30, 2023 sale was without Roth's knowledge or consent.

DENIED.

14. Roth has not received any proceeds from the October 23, 2023 sale.

ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.

15. Sportsman's Resort has failed to observe corporate formalities.

DENIED.

16. Sportsman's Resort has never been profitable and has been undercapitalized.

DENIED.

17. Sportsman's Resort has never paid a dividend.

ADMITTED.

18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

DENIED.

19. 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.

DENIED.

20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.

DENIED.

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

DENIED.

22. Properties has failed to observe corporate formalities.

DENIED

23. Properties has never paid a dividend.

ADMITTED.

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

DENIED.

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

DENIED.

26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

DENIED.

27. 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.

DENIED.

28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

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

ADMITTED.

30. 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.

DENIED.

31. 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.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

THE ANTHONY LAW FIRM, P.A.

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July 19, 2024

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

Donald R. Roth,

Plaintiff

v.

)
)
) RESPONSE TO PLAINTIFF'S FIRST
) REQUEST TO ADMISSION TO
) ROBERT T. ESTES

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

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, 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 related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth's knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring "the Property" from Properties to Sportsman's Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth's knowledge or consent.

DENIED.

11. 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.
DENIED.
12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.
DENIED.
13. The October 30, 2023 sale was without Roth's knowledge or consent.
DENIED.
14. Roth has not received any proceeds from the October 23, 2023 sale.
ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.
15. Sportsman's Resort has failed to observe corporate formalities.
DENIED.
16. Sportsman's Resort has never been profitable and has been undercapitalized.
DENIED.
17. Sportsman's Resort has never paid a dividend.
ADMITTED.
18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.
DENIED.

19. 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.

DENIED.

20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.

DENIED.

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

DENIED.

22. Properties has failed to observe corporate formalities.

DENIED

23. Properties has never paid a dividend.

ADMITTED.

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

DENIED.

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

DENIED.

26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

DENIED.

27. 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.

DENIED.

28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

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

ADMITTED.

30. 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.

DENIED.

31. 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.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

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July 19, 2024

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	Case No. 2024-CP-42-01687
Donald R. Roth,	)	
	)	
Plaintiff	)	RESPONSE TO PLAINTIFF'S FIRST
v.	)	REQUEST TO ADMISSION TO
	)	PAUL LEHNER
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes	)	
and Paul Lehner,	)	

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, 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 related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document 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.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth's knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring "the Property" from Properties to Sportsman's Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth's knowledge or consent.

DENIED.

11. 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.

DENIED.

12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.

DENIED.

13. The October 30, 2023 sale was without Roth's knowledge or consent.

DENIED.

14. Roth has not received any proceeds from the October 23, 2023 sale.

ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.

15. Sportsman's Resort has failed to observe corporate formalities.

DENIED.

16. Sportsman's Resort has never been profitable and has been undercapitalized.

DENIED.

17. Sportsman's Resort has never paid a dividend.

ADMITTED.

18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.

DENIED.

19. 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.
DENIED.
20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.
DENIED.
21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.
DENIED.
22. Properties has failed to observe corporate formalities.
DENIED
23. Properties has never paid a dividend.
ADMITTED.
24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.
DENIED.
25. Properties has failed to maintain corporate records in the normal course of business.
DENIED.
26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.
DENIED.

27. 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.

DENIED.

28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

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

ADMITTED.

30. 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.

DENIED.

31. 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.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

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July 19, 2024

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald R. Roth,

Plaintiff

v.

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

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

)
)
) RESPONSE TO PLAINTIFF'S FIRST
) REQUEST TO ADMISSION TO
) RIVERBEND PROPERTIES, INC.

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, 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 related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using “the Property” as collateral, were utilized by the River Bend Sportsman’s Resort (hereinafter “Sportsman’s Resort”) to fund the operations of Sportsman’s Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth’s knowledge or consent, signed a document 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.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth’s knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring “the Property” from Properties to Sportsman’s Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth’s knowledge or consent.

DENIED.

11. 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.
DENIED.
12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.
DENIED.
13. The October 30, 2023 sale was without Roth's knowledge or consent.
DENIED.
14. Roth has not received any proceeds from the October 23, 2023 sale.
ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.
15. Sportsman's Resort has failed to observe corporate formalities.
DENIED.
16. Sportsman's Resort has never been profitable and has been undercapitalized.
DENIED.
17. Sportsman's Resort has never paid a dividend.
ADMITTED.
18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.
DENIED.

19. 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.

DENIED.

20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.

DENIED.

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

DENIED.

22. Properties has failed to observe corporate formalities.

DENIED

23. Properties has never paid a dividend.

ADMITTED.

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

DENIED.

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

DENIED.

26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

DENIED.

27. 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.

DENIED.

28. 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 Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

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

ADMITTED.

30. 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.

DENIED.

31. 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.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

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July 19, 2024