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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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S.C. SUPREME COURT

APPEAL FROM YORK COUNTY
Family Court

Robert E. Guess, Family Court Judge

Case No. 2011-DR-46-1905

Tzvetelina Miteva, ... Appellant,

v.

Nicholas Robinson, ... Respondent.

RECORD ON APPEAL

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Rules of Family Court and all statutory and common law procedural requirements have been met.

I have considered the pleadings of the parties, the agreement as contained herein, and the stipulations of counsel.

The parties stipulate as follows:

1. *Jurisdiction Venue.* The parties are citizens of York County, South Carolina.

The parties have resided for a period in excess of one year in the state of South Carolina immediately preceding the commencement of this action.

2. *Marriage.* The parties were married on November 25, 2007 and are husband and wife.

3. *Children.* No children were born to the marriage.

4. *Agreement.* The parties have reached the following agreement in settlement of the *pendente lite* issues which are currently before this Court:

- a. The parties shall maintain the status quo as it concerns the payment of their living expenses, debts listed in their respective names, and places of residence. Specifically, the defendant will continue paying the mortgage on the marital home and will hold the plaintiff harmless for the same;
- b. A temporary restraining order will be issued as to each party, prohibiting them from the disposal or alienation of any marital or potentially marital asset, or the incurrence of any debt which subjects the other party to liability. Neither party shall harass or interfere with the other party, including, but not limited to, through the use of telephonic and/or electronic means or through third parties;
- c. Each party is granted the full privilege of discovery, as set forth in the South Carolina Rules of Civil Procedure;



d. The parties have agreed to and set forth the following schedule, to wit:

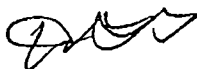
- i. Any and all discovery requests shall be served by December 31, 2011;
- ii. The parties agree to have at least one settlement conference by January 30, 2012; and
- iii. The parties agree to mediate this matter by February 15, 2012; and

e. All remaining issues shall be held in abeyance, without prejudice, pending a additional order of this Court.

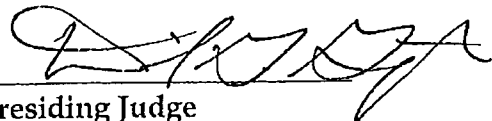
5. *Approval of Agreement.* The agreement of the parties bears the signatures of each of the attorneys for the parties. As such, it is worthy of the approval of this court as its temporary order.

IT IS THEREFORE ORDERED:

- a. The agreement of the parties as stated at ¶4 (a-e) is approved by this Court and is adopted as the order of this Court.
- b. Each party is granted all rights of discovery and enforcement provided by Rules 26-37, SCRCP.
- c. No agreement or concession upon which this temporary order is based in whole or in part shall prejudice the party making such agreement or concession at the final hearing in this matter.
- d. Any remaining issues are held in abeyance pending the final hearing of this matter.



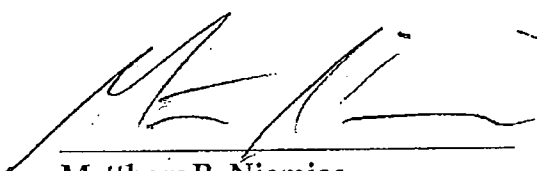
AND IT IS SO ORDERED this 30 day of November, 2011, by:

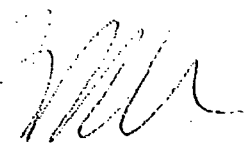

Presiding Judge
York County Family Court

Rock Hill, South Carolina

IN WITNESS OF THE PARTIES' AGREEMENT, COUNSEL TO EACH PARTY
AFFIXES HIS HAND TO THIS CONSENT ORDER, ON THE DATE INDICATED.

WE SO MOVE AND CONCUR:


Matthew R. Niemiec
Attorney for the Plaintiff
Dated:


Jennifer McQueen Ash
Attorney for the Defendant
Dated:

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STATE OF SOUTH CAROLINA IN THE FAMILY COURT
COUNTY OF YORK SIXTEENTH JUDICIAL CIRCUIT

Tzvetelina Miteva,

Plaintiff,

vs.

Nicholas Robinson,

Defendant.

DAVID J. GUESS
FAMILY COURT
YORK COUNTY, SC

Docket No. 2011DR4601905

PRE-TRIAL SCHEDULING ORDER

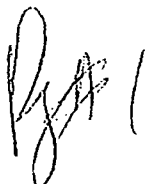
HEARING DATE:	May 24, 2012
PRESIDING JUDGE:	Robert E. Guess
PLAINTIFF'S ATTORNEY:	Matthew R. Niemiec
DEFENDANT'S ATTORNEY:	Jennifer McQueen Creech
COURT REPORTER:	Michael Watkins
GUARDIAN <i>ad Litem</i> :	NA

This matter came before me for a Pre-Trial Status Hearing pursuant to the Plaintiff's Request for Hearing. The Plaintiff filed her complaint on August 30, 2011 in which she seeks a divorce on the grounds of habitual drunkenness, equitable distribution of the marital estate, alimony, injunctive relief, attorney's fees, and discovery.

The Defendant's attorney filed a Notice of Appearance on October 19, 2011. The Defendant accepted service of the pleadings on November 15, 2011, as evidenced in the Acceptance of Service filed November 15, 2011. The Defendant filed his Answer and Counterclaim on January 4, 2012 in which he denies the allegations of the Plaintiff's complaint and requests a Decree of Separate Maintenance and Support, Equitable Apportionment of Marital Property, Injunctive Relief and Restraining Orders, Attorney's Fees and Suit Monies, and Discovery.

At the call of the case, the Plaintiff & Defendant were both present with counsel.

Page 1 of 3



FINDINGS OF FACT

1. *Jurisdiction and Venue.* The Defendant is a resident of York County in the State of South Carolina and has been for a period in excess of twelve months prior to the date of filing. The current residence of the Plaintiff is not known by the Defendant. The parties last resided together as husband and wife in York County. The statutory basis for jurisdiction is S. C. Code Ann. § 63-3-530.

2. *Marriage.* The parties were married on November 25, 2007 and are husband and wife.

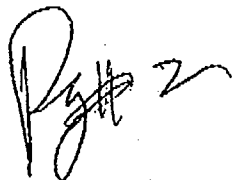
3. *Children.* There were no children born to the parties, and no children are expected.

4. *Separation.* As a result of irreconcilable differences, the parties separated on or about August 30, 2011 when the Plaintiff vacated the marital home. They have continued to live separate and apart since that time.

5. The parties entered a Temporary Consent Order that was signed by the Honorable David G. Guyton and filed December 1, 2011. Pursuant to the Temporary Consent Order, the parties agreed to specific deadlines for discovery, settlement negotiations, and mediation.

6. The Plaintiff served her Interrogatories and Requests for Production upon the Defendant on December 15, 2011. The Defendant provided complete responses to Plaintiff's discovery requests on January 25, 2012.

7. The Defendant served his First Set of Interrogatories and Requests to Produce upon the Plaintiff on January 2, 2012. The Plaintiff provided incomplete responses to discovery on February 24, 2012. Counsel for Defendant has repeatedly



requested additional information requested in Defendant's First Set of Interrogatories and Requests to Produce.

8. To date, the Plaintiff has failed to provide any records of her ING account(s); bank statements from her native country, Bulgaria; HUD statements and closing documents related to the sale of the investment properties. The amount and disposition of the proceeds from the past sales is at issue.

9. Mediation was scheduled with Jim Tucker for May 7, 2012.

10. Counsel for Defendant continued mediation due to issues of outstanding discovery.

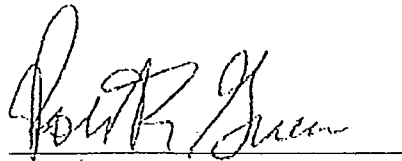
11. Plaintiff's counsel indicated to the court that his client could obtain the ING statements quickly; that she could obtain the HUD and closing documents within approximately 5 days; and that she would need approximately 2 weeks to obtain her bank records from Bulgaria.

IT IS, THEREFORE, ORDERED

12. Discovery shall be complete within 30 days of the date of this hearing.

13. Mediation shall be held within 60 days of this hearing.

IT IS SO ORDERED.



Robert E. Guess, Presiding Judge
Family Court
Sixteenth Judicial Circuit

This 12 day of July, 2012
Union, South Carolina

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

FILED-RECEIVED
IN THE FAMILY COURT
SIXTEENTH JUDICIAL CIRCUIT
2013 FEB 12 AM 11:47

Tzvetelina Miteva,

Plaintiff,

Vs.

Nicholas Robinson,

Defendant.

DAVID HAMILTON
FAMILY COURT
YORK COUNTY, SC

DECREE OF DIVORCE

File Book No. 2011-DR-46-1905

DATE: May 8 and 9, 2013
PROCEEDING: Final Hearing
JUDGE: Robert E. Guess
APPEARANCES: Tony M. Jones for Plaintiff
Jennifer M. Creech for Defendant
COURT REPORTER: Latoya Perry

This action was commenced by the filing of a Summons and Complaint on August 30, 2011. The issues raised in the Complaint included divorce on the grounds of habitual drunkenness or in the alternative a decree of separate maintenance, alimony, equitable apportionment, discovery, and attorney's fees. The pleadings were duly served on the Defendant. The Defendant filed an Answer and Counterclaim seeking a decree of separate maintenance, equitable apportionment, restraining orders, discovery, and attorney's fees. This matter came before the Court for purposes of a final hearing on the date shown above. Present at the hearing were both parties, along with their respective attorneys.

Both parties filed financial declarations in accordance with the Rules.

Based on the record, the Court makes the following:

FINDINGS OF FACT

A. The Plaintiff is a citizen and resident of Mecklenburg County, North Carolina. The



Defendant is a citizen and resident of York County, South Carolina and has been so for more than one (1) year prior to the commencement of this action.

B. The parties are husband and wife, having been married on November 25, 2007.

C. No children have been born of this marriage and none are expected. The Plaintiff has a minor child, [REDACTED] from a previous marriage, who lived in the home with the parties.

D. The parties are currently living separate and apart and have been so since September 7, 2011.

E. The Plaintiff is employed as a Technical Relationship Manager 3 with Wells Fargo and has a gross monthly income of \$10,400.00. She also receives rental income in the amount of \$600.00 per month for a total gross monthly income of \$11,000.00. The Defendant is employed as an IT Consultant with TD Bank and has a gross monthly income of \$12,800.00. He receives rental income in the amount of \$2,650.00 per month for a total gross monthly income of \$15,450.00.

F. The issues in this case are the grounds for divorce, the transmutation of property, the character of property as marital or non-marital, the division of the marital property, and attorney's fees.

GROUND FOR DIVORCE

G. The Wife has alleged habitual drunkenness by the Defendant Husband as a ground for divorce and the overriding factor in the breakup of the marriage. In support of her allegations, the Plaintiff testified that Husband consumed alcohol and prescription medication on a daily basis, that he was hostile and had an unpredictable behavior when he did so. He would begin drinking beer in the morning before the Plaintiff went to work. When she got home after



work, she would see a number of beer cans in the trash and frequently he would call her on her way home from work and ask her to stop and get more beer because he was too drunk to drive. When drinking, he would be hostile and argumentative. The Plaintiff further testified that the Defendant did not have a serious drinking problem before the parties were married. Had she been aware of such a problem, she never would have married him.

The Plaintiff's mother, Zlatka Lukanova Miteva, testified by way of a *de bene esse* deposition on April 29, 2013. One of the issues she testified to was the Defendant's alcohol use. The Plaintiff's mother is Bulgarian. An interpreter assisted at the *de bene esse* deposition as the Plaintiff's mother does not speak English. Zlatka Miteva would visit in the home of the Plaintiff and Defendant annually for a number of months at a time. She came to America almost every year of the marriage and while the parties were living together before the marriage. She corroborated the testimony of the Plaintiff indicating the Defendant would consume alcoholic beverages on a daily basis. When he drank, he would yell at the Plaintiff and her daughter, Ana. She furthermore testified that he would drink alcohol while taking prescription medication which made him nervous, agitated, and hostile.

The Plaintiff's mother, Zlatka Lukanova Miteva, testified that the Defendant drank all day every day and did not work and that his behavior was the habit of the Defendant prior to the parties' marriage as she observed when she visited the parties in their home in 2006 in Maryland. This testimony contradicts that of the plaintiff, who testified that her husband did not have a significant drinking problem prior to this marriage.

The Plaintiff Wife also presented a series of police reports in support of her grounds for divorce. I have reviewed these police reports very carefully and have considered their contents in making this decision. It appears that each of these reports were generated as a result of a call



to police by the plaintiff and the plaintiff alleges that these calls were made because of the defendant husband's erratic behavior caused by excessive drinking and use of prescription drugs.

These four incident reports, all included as a part of plaintiff's Exhibit No. 1 are:

1. Incident report dated 4/17/2010 at 8:47 p.m. described as a "hang-up". The reports states that the incident was resolved by a call back when the reporting officer spoke with "Mrs. Robinson" who said "everything 10-4".
2. Incident report dated 12/5/2010 at 1:59 a.m. The caller is identified as "Lina". The report narrative begins with a statement by Lina that her husband has gone crazy, includes a statement that the cause is unknown, no weapons are involved, and that the caller and her husband are in different rooms of the house. The narrative includes a statement that the responding officer was placed on hold by the caller, that she returned to the telephone conversation stated that they don't need help, she is sorry she called , "he promised that he would be okay".
3. Incident report dated 4/9/2011 at 18:29 p.m. Police physically responded to this call. The narrative states that a female on the scene said that police are not needed and she thinks that everything is fine. The caller would not tell the police the reason for the call.
4. Incident report dated 10/29/2012 (two months after date of filing) alleging a series of events when defendant walked around the house nude while in the presence of plaintiff's minor daughter, Ana. These events alleged occurred during the period beginning June 1, 2010 and ending on July 30, 2011.

The Plaintiff alleges in her testimony that these incident reports were generated as a result of defendant's excessive drinking; however the use of alcohol is not mentioned in any of the incident reports. While these reports may indicate the possible excessive use of alcohol by the



defendant on the occasions reported, they do not prove that the defendant engaged in the habit of habitual consumption of alcohol. The incident report regarding the nudity in the presence of the plaintiff's minor daughter was generated after the separation and appears to the Court to have been done to create corroboration for these grounds for divorce when no other significant corroboration existed.

The Defendant denied that he used alcohol excessively. He admitted to drinking but he claimed never in excess. He testified that he drank only regular American beer. He presented the testimony of his ex-wife, Nasrin Robinson, a twenty-four year old daughter from that marriage, Sophie Robinson, and a friend, Don Pierman, all of whom testified to the Defendant's drinking habits, and all of whom corroborated his testimony that he never drank to excess while in their presence and that the Defendant was not loud, obnoxious, or abusive at any time while drinking. It is significant to note that the friend of the Defendant, Don Pierman, was present at one of the alleged events of excessive drinking described by the Plaintiff and that Mr. Pierman testified that he did not see the Defendant intoxicated at that event.

Proof of habitual drunkenness as grounds for divorce must be by the preponderance of evidence. In this case the Plaintiff and her mother are not disinterested witnesses and while the Defendant's ex-wife and daughter may not be disinterested witnesses because of Defendant's support obligations to them, Don Pierman could be described as disinterested so his testimony should be given some weight in this analysis. While not conclusive by any means, the Court notes that the Defendant's appearance and demeanor in Court and his professional accomplishments suggest a person of considerable self-control.

The Defendant also presented a hand written letter from the Plaintiff (Defendant's Exhibit No. 1) dated April 30, 2009 wherein she states that if something happened to her she

A handwritten signature in black ink, appearing to be 'Ryff' or similar, with a stylized flourish at the end.

would like for her daughter to stay with Nick Robinson. This was approximately half way through this marriage and occurred during the period of the Defendant's unemployment, when according to the Plaintiff and her mother, the Defendant's excessive drinking was most evident. The Plaintiff's mother's testimony that the Defendant's excessive drinking existed well prior to the time of their marriage and this statement given by the Plaintiff half way through the marriage are not consistent with Plaintiff's allegation that habitual drunkenness caused the breakdown of this marriage.

Taking into consideration all the testimony and other exhibits presented relative to the issue, I find that the Plaintiff has failed to prove by a preponderance of the evidence that she is entitled to a divorce from the defendant on the ground of habitual drunkenness.

The Defendant moved to amend his pleadings to include a divorce on the ground of separation for a period of one year. The testimony is that the parties separated no later than September 7, 2011 and the date of filing was August 30, 2011. Corroborating testimony was presented as to the period of separation and, accordingly, both parties are granted a divorce from the other on the ground of separation for a period of one year.

THE TRANSMUTATION OF PROPERTY

H. The Plaintiff alleges the property at 3722 Messina Road in Clover, SC, Lot 15 Golden Pond Road, Lot 41 Newport Acres, Lot 26 Chandler Woods, and Lot C Liberty Hill Road and Defendant's 401K retirement plan from his employment by Wachovia/Wells Fargo, all of which were owned by the Defendant prior to the date of marriage, have been transmuted into marital property.

1. 3722 Messina Road, Clover, SC is marital property. While the Defendant has owned this property since 1999, it was transmuted to marital property by reason of the conveyance of



one-half interest of the property by the Defendant to the Plaintiff after the date of the marriage and the refinancing of the first mortgage on that property in both names. This event shows clearly that the Defendant intended to transmute this property in order to use Plaintiff's credit for the purpose of refinancing the property for marital purposes. It is clear that improvements were made to the property with marital funds, that the mortgage was paid by marital funds, and I find this property to be transmuted.

2. Lot 15 Golden Pond Road valued at \$61,500.00, Lot 41 Newport Acres valued at \$41,000.00, Lot 26 Chandler Woods valued at \$69,500.00, and Lot C Liberty Hill Road valued at \$32,500.00 (hereinafter collectively referred to as the mobile homes) are not marital property. The total value of these properties is \$204,500.00. All of these properties were purchased by the Defendant prior to the marriage to the Plaintiff. He alleges that the mobile homes were purchased by him with cash generated by the sale of Wachovia stock that he owned when he became employed by an accounting firm.

The transmutation of property is a question of intent. As to these mobile homes, there is no indication that the Defendant intended to transmute them into marital property: he did not transfer them to the Plaintiff or to the Plaintiff and himself jointly; and he did not use these properties exclusively for marital purposes. The Defendant testified that he used the income from these trailers to pay his support obligations for children by a previous marriage and to pay the taxes and expenses of maintaining these trailers. Because of the character of the properties, real estate improved with mobile homes which were offered for rent, the property was not co-mingled with marital property as would have been the case of a cash asset. Finally there was no mortgage on



the property and therefore there is no proof that marital funds were used to build equity in these mobile homes.

I have considered whether or not the Plaintiff made contributions to the improvement of these properties which increased their value from the time of the marriage to the date of filing. The Plaintiff alleges that the Defendant purchased the properties with credit cards and that she paid these credit cards with money from Bulgaria. The Plaintiff offered no proof by way of credit card statements or payments made directly to credit cards in the Defendant's name which would support her allegation. The Plaintiff gave the Defendant checks in the amount of \$5,000.00 on January 31, 2009 and in the amount of \$15,000.00 on December 4, 2009, both during the period of unemployment. (Defendant's Exhibit No. 8) There is no specific proof of what these checks were used for. Tax records offered into evidence indicate that the four properties together had a net increase in value of \$4,500.00, there being no date of marriage value for the property at Lot 41 Newport Acres. One of these properties, Lot C Liberty Hill Road actually decreased in value from \$33,500.00 at the date of marriage to \$32,500.00 at the date of filing. This increase in value could have been through the mere passage of time, but the reduction in the value of the Liberty Hill Road property suggests that the increase in value of the other three properties may have been as a result of improvements made to the property during the course of the marriage. Accordingly, the net increase in value of \$4,500.00, I find to be marital property and subject to division by the Court.

3. Plaintiff alleged that the Defendant's Wells Fargo 401K account (value \$155,087.11) was marital property by reason of transmutation during the course of the marriage. I



specifically find that this property is non-marital, that it was acquired by the Defendant prior to the marriage and it was not transmuted. The Defendant testified that he did not make any contributions to this 401K during the course of the marriage. Defendant introduced an account statement with a date April 20, 2006 (Defendant's Exhibit No. 41) showing a balance on this 401K account of \$134,492.20. The Plaintiff introduced an account statement for this account dated September 30, 2011, to show a date of filing value of \$155,087.11. This account statement shows a gain of \$1,177.37 for the three month period on July 1, 2011 and ending on September 30, 2011, while not a precise measurement, using the gain for this particular quarter for the 33 quarters from April 2006 to September 2011 the account would have increased in value to \$173,333.00. It is, therefore, unlikely that the Defendant contributed any money to this account during the course of the marriage. Accordingly, I find that this account was not transmuted into marital property.

THE CHARACTER OF CERTAIN PROPERTY AS MARITAL OR NON-MARITAL

I. Property at 3222 Ferguson Meadows and [REDACTED] Home Address were acquired while the parties were married and prior to the date of filing. Plaintiff alleges that these properties were non-marital. Defendant alleges that they are marital. Plaintiff alleges that real property known as 17344 Caldwell Rush Circle is marital property.

1. 3222 Ferguson Meadows valued at \$56,000.00 is marital property. This was the second property purchased by the parties in the joint enterprise of buying and selling distressed property. When purchased it was titled in both names. Defendant later signed a deed conveying his interest to the Plaintiff. Defendant acknowledges that the money for the



purchase of this house was paid by the Plaintiff with funds brought to this country from Bulgaria. This property is still owned by the parties, has been rented for the entire time of its ownership and the rental income generated was marital income. The Defendant was listed as the landlord on the lease for this property. In this instance, the non-marital cash purchase price was transmuted into marital property when the house was purchased. The character of the property itself was changed from that of cash to that of real property.

2. **[REDACTED]** Home Address, Charlotte, NC valued at \$401,900.00 is marital property. This property was purchased with marital funds generated as a result of a number of purchase and sales of real estate by both Plaintiff and Defendant and included in the purchase price was \$208,000.00 in marital funds generated from a home equity loan taken out against 3722 Messina Road. While this property is titled in the name of the Plaintiff, I find that it is marital property.
3. The \$115,521.00 in cash paid to Pavel Boldt and the property at 17344 Caldwell Rush Circle, allegedly purchased with this sum of money would be marital property. However, because neither the money used for this purchase nor the property itself was titled in the name of either party at the date of filing and because no third party title holder is made party to the action, the Court does not have jurisdiction to divide this property in its present form. The Court does, however, consider the removal of this sum of cash from marital funds by the Plaintiff without the knowledge or consent of the Defendant to be financial misconduct which has affected the economic status of these parties and will be taken into consideration in the equitable division of the remaining marital property. The \$115,521.00 will be added to the marital assets and will be apportioned to the Plaintiff.



In the analysis of the character of these three properties, I have relied on the testimony of both parties, the documentary evidence, and in particular Defendant's Exhibit No. 19 which is a summary of deposits and withdrawals into and from Lina Miteva's accounts. This exhibit is supported by documentation of the entries to and from the various accounts and it traces the purchase and sale of the various parcels of real estate by the parties, all during the course of the marriage. Defendant's Exhibit No. 19 is proof that all of the properties acquired by the parties during the course of this marriage were acquired using \$111,491.00 in non-marital money from the Plaintiff for the purchase of Tiana Way and Ferguson Meadows, and the \$208,000.00 home equity loan on the Messina Road property. Thereafter the profit from the sale of the various properties was accumulated to buy the additional properties in succession. Other than the initial seed money from the plaintiff and the \$208,000 from the home equity loan on the Messina Road property (the marital home) no additional money was used or required to purchase the real estate during the course of this marriage. The accounts show no deposits other than the proceeds of the sales. The Plaintiff has testified that all of these properties were purchased with money that she brought from Bulgaria and that therefore all of this property is non-marital. She has no proof of the transfer of any money from Bulgaria to the United States other than that included in her Exhibit No. 3, showing a wire transfer of \$37,000.00 to Bank of America in the United States. Reference is made to Defendant's Exhibit No. 19 for a detailed summary tracing the funds used to acquire these various properties.



DIVISION OF MARITAL PROPERTY

J. To decide the issue of equitable apportionment, I have taken into consideration the following factors as required by Section 20-3-620 (B) of the South Carolina Code of Laws, 1976, as amended:

1. The duration of the marriage is approximately 45 months from the date of marriage to the date of filing; and 65 months to the date of the hearing. This is a short marriage but the parties bought, improved and sold numerous parcels of real estate, acquiring significant marital property to be apportioned.
2. Ages of the parties at the time of the marriage: Husband was approximately 51 years old and Wife was approximately 37 years old at the time of the marriage; and at the time of filing Husband was approximately 55 years and Wife was approximately 41 years. These ages are approximated because neither party furnished their date of birth, but on financial declarations filed at the final hearing on May 8, 2013 the husband indicated his age to be 57 years and the wife indicated her age to be 43 years.

This age factor is given significant weight because the Husband is fourteen years older than the wife and he will have correspondingly fewer years in which to acquire assets before the end of his employment by retirement.

3. Marital misconduct or fault: This factor is applicable only if it contributed to the breakup of the marriage and affects the economic status of the parties. I have considered the wife's allegation of husband's habitual drunkenness as the cause for the breakup of this marriage and thereby as a possible factor in the equitable apportionment. Based on my analysis of the grounds of divorce above, I find that the proof of the alleged misconduct is not sufficient to penalize the husband in the division of the marital



property. The financial misconduct of the Plaintiff relative to the payment of \$115,521.00 in marital funds to Pavel Boldt has been discussed above. I find that this payment by Plaintiff was made for the purpose of depriving the Defendant of the benefit of this asset.

4. The next factor to be considered in the equitable apportionment process is the value of marital property. I find that the marital property and its value is:

- (a) 3722 Messina Road, Clover SC valued at \$500,000.00 .
- (b) [REDACTED] Home address [REDACTED] Charlotte, NC valued at \$401,900.00.
- (c) 3222 Ferguson Meadows valued at \$56,000.00.
- (d) Net increase in value of Lot 5 Golden Pond Road, Lot 14 Newport Acres, Lot 26 Chandler Woods and Lot C Liberty Hill Road, from the date of marriage to the date of filing in the amount of \$4,500.00.
- (e) Liquid assets in the form of bank accounts are marital property as follows:

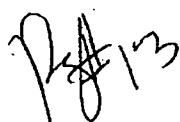
Wells Fargo #8708 (value \$5,074.28)
Wells Fargo #6340 (value \$12,911.49)
Wells Fargo #7940 (value \$611.39)
Wells Fargo #7075 (value \$49,889.20)
BB&T #5102 (value \$1,556.00)
First Citizens #9832 (value \$250.20)
First Citizens #6723 (value \$13,990.59)
ING Direct #0550 (value \$101,166.49)
ING Direct #9726 (value \$80.01)
Bank of America #9587 (value \$4,822.26)
Ally Bank #6337 (value \$1,143.04)
Ally Bank #6342 (value \$8,558.72)

- (f) Vehicles are included as follows:

2007 Infinity (value \$1,262.18) W
1990 Honda Accord LX (value \$833.00) H
Boat (no value) H

- (g) Marital debts are:

First mortgage on Messina Road on date of filing is \$232,720.39



Home equity loan on Messina Road on date of filing is \$207,921.00
American Express credit card #23006 (balance \$2,876.90)
Discover credit card #6834 (balance \$878.23)

5. The next factor to consider in equitable apportionment is that of the contribution of each party toward the acquisition, preservation, depreciation or appreciation of marital property:

- (a) As to the Defendant Husband, I find that he has made the following contributions:
- (1) Equity in 3722 Messina Road, calculated by using the appraised value at the time of refinance \$369,000.00 minus the balance of the first mortgage at the time of the refinance \$231,242.00 for a net equity of \$137,758.00
 - (2) Earnings from employment from 11/25/07 to 1/9/09, 11.25 months at the rate of \$11,300.00 per month \$127,125.00
 - (3) Unemployment compensation for 14 months at a net amount of \$1200.00 per month. Defendant testified variously, that he received \$1200.00 a month net from unemployment, at one point he testified that he received \$1400.00 a month from unemployment; and in an answer to interrogatories stated that he received \$1600.00 a month in unemployment compensation. There is no documentary evidence of the exact amount received so I have used the lower of these figures as stated in the defendant's testimony at trial. \$16,800.00
 - (4) Employment income from 2/22/10 to 3/18/11, 13 months at the rate of \$3,840.00 per month \$49,920.00
 - (5) Employment income by contract with Ally Bank paid 9/1/11, but earned during the course of marriage \$14,000.00
 - (6) Employment income from Greenway from 3/21/11 to 8/30/11, 5.25 months at \$14,000.00 per month \$73,500.00
 - Total \$419,103.00



(b) As to the Plaintiff Wife, I find that she has made the following contributions:

(1) Employment income from 11/25/07 to 9/30/10, 34 months at an average salary of \$8,389.50 per month	\$285,243.00
(2) Employment income from 9/30/10 to 8/31/11, 11 months at a salary of \$10,416.00 per month	\$114,576.00
(3) Cash for purchase of house at Tiania Way	\$56,149.15
(4) Cash for purchase of house at Ferguson Meadows	\$55,341.50
Total	\$511,309.65

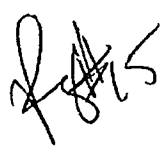
(c) The total direct contributions made by the parties together \$930,412.65

(d) The percentage of direct contribution for the Defendant Husband is 45.04% and for the Plaintiff Wife is 54.96%.

(e) I find that the indirect contributions of these parties to the accumulation of this property has been approximately equal. As to Husband, developing the idea for acquiring properties through foreclosure, improving them and then reselling at a profit, doing research to find the properties, attending foreclosure sales and closings, and during his period of unemployment, participating manually in the renovation of these properties. As to the Wife, she performed similar duties, attended most of the closings, managed the money, participated in locating the properties and arranging for sales through the agents.

6. The income and earning potential of both parties is good. Both parties are well educated, highly skilled, and are currently gainfully employed in high paying jobs. Each has experienced job loss, but has been able to obtain new employment at equal to or higher salaries than the jobs that each has lost. These factors would not affect the percentages for equitable division significantly one way or the other.

The opportunity for acquisition of capital assets would favor the Defendant Husband. Both have acquired expertise in buying and selling foreclosed properties through the experience of the joint venture of their marriage, and each should be able to



continue to acquire capital assets through this method. The Defendant's opportunity may be limited, however, by his high current debt load and his inability to accumulate cash to acquire these properties on favorable terms. The Defendant's age is also a factor here because he is fourteen years older than the Plaintiff and therefore has less time to acquire capital assets. On the other hand, the Plaintiff has significant non-marital assets, no debt, and access to sources of cash which would allow her a better opportunity to acquire capital assets in the future using the expertise gained through the joint ventures with her husband. As stated, this factor would favor an increased percentage of equitable division to the Plaintiff.

7. The health of both parties, both physical and emotional appears to be stable and this would not be a factor affecting the equitable division.

8. Both parties are highly educated and do not appear to need additional education or training to achieve their income earning potentials. This would not be a factor in equitable division in this case.

9. Non-marital property: The Plaintiff Wife has significant non-marital properties for which no value has been offered. These non-marital properties include a vineyard in Varna, Bulgaria, and an apartment at Sofia 21-23 Vasil Kirchov, Apt. 18, Bulgaria. The Plaintiff testified that these properties are managed for her by her mother in Bulgaria and that they generate possibly significant sums of money. The Plaintiff Wife also claims non-marital property in the form of bank accounts and one automobile together having an approximate value of \$38,000.00.



The Defendant Husband has non-marital property consisting of his Wells Fargo 401K account of a value of \$155,087.11 and the mobile home properties with a total value of \$204,500.00.

There has been no specific testimony as to the income from the plaintiff's non-marital property. The plaintiff and her mother, however, testified that these properties in Bulgaria produce substantial sums of money and it was alleged that the income from these properties comprised a large part of the \$230,000.00 to \$300,000.00 that the plaintiff alleges she contributed to this marriage. The defendant's mobile home properties produced approximately \$2,600.00 of gross rental income per month.

These facts would suggest that the non-marital property of the Plaintiff would place her in a better financial position than that of the Defendant at the dissolution of this marriage, and would favor the Defendant in equitable division.

10. Vested retirement benefits: As discussed above, Defendant has \$155,087.11. The Plaintiff has not disclosed any vested retirement benefits. This factor would favor the Plaintiff in equitable division, but she has considerably more time than the Defendant in which to accumulate assets for retirement.

11. Alimony or separate maintenance is not a factor.

12. Possession of the marital home is not a factor in this case because each party will be leaving the marriage with a home of approximately equal value.

13. Tax consequences: It is not ordered that any asset be sold to satisfy the division of property. Therefore, I find that the tax consequences of the equitable apportionment will not be a factor in the decision. No evidence or testimony regarding income taxes was offered at the trial.



14. The existence and extent of any support obligation from a prior marriage:

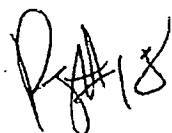
Defendant Husband still pays child support in the amount of \$700.00 per month for one child and is obligated for educational expenses for one or more of his children by a prior marriage. The Plaintiff Wife has a daughter who lives with her. There is some testimony by the Plaintiff and by the Plaintiff's mother that the father of this child sends money to her from Bulgaria. It has been alleged that these sums are sent in increments of \$10,000.00, but there is no specific amount or schedule for these alleged payments furnished. The Defendant's remaining minor child lives with that child's mother, who by definition would furnish support for her. These obligations are balanced between these parties.

15. Liens and encumbrances upon the marital property: This factor has been considered and all of the debt on marital property is assigned to the Defendant Husband because he is being awarded the property which secures that debt. Neither party has any other significant debt to be considered in the equitable division. The Defendant is awarded cash in the divorce that will allow the repayment of the home equity loan on the Messina Road property, should he choose to do so. There is a first mortgage on this property and this factor would favor the Defendant, because no property apportioned to the Plaintiff is encumbered by a mortgage.

16. There are no children of this marriage and child custody or obligations are not a factor.

17. Other relevant factors taken into consideration are:

- (a) I find that the Plaintiff Wife's withdrawal of \$115,521.00 of marital funds on or about June 22, 2011 was an intentional dissipation of marital assets



to prevent the husband from receiving a fair share of marital property.

Wife alleges that this was a poor business decision, in that the money was invested in a solar panel venture operated by Pavel Boldt. Wife did not, however, produce evidence of any investment by way of a stock certificate, partnership share, promissory note or even a receipt for the cash from Mr. Boldt. Neither did she produce any evidence that the investment is now worthless, other than her testimony. This withdrawal of marital funds was made without the knowledge or consent of the husband, and it is important to note that this withdrawal took place during the period leading up to the dissolution of the marriage and in the midst of several months of marital discord during which the Defendant was pressing Plaintiff for information regarding the investments that they had made, and in particular the disposition of the \$208,000.00 home equity loan taken out on the Messina Road property. The Plaintiff Wife does not allege that these funds were used for marital purposes.

Defendant Husband produced evidence showing that by deed recorded June 22, 2011 a parcel of real estate was conveyed to Pavel Boldt for the sum of \$114,486.00 and that by deed recorded August 12, 2011, 18 days before the date of filing, the same property was sold by HIGHPOWERTECH, INC. an entity controlled by Pavel Boldt for an undisclosed sum.

Defendant Husband testified that Plaintiff Wife told him that they had purchased an additional property. Defendant Husband testified that he



talked to Pavel Boldt about the property. Pavel Boldt and his wife, Nadia, were participants in the marital enterprise of buying distressed real estate, improving it and reselling it at a profit. Mr. Boldt was the contractor who was paid to rehabilitate and repair the properties for sale. Nadia Boldt was a real estate agent who helped locate the properties and then acted as agent for the sale of these properties. Neither Pavel Boldt nor Nadia Boldt testified at the trial. The demeanor of the Plaintiff while testifying about this transaction suggested to the Court that she was being less than candid in her explanation.

Accordingly, the full value of the cash withdrawn by the Plaintiff on June 22, 2011, \$115,521.00, will be included in the assets for division and it will be apportioned to the Plaintiff Wife.

- (b) On August 6, 2011, Defendant Husband paid private school tuition of \$12,438.00 for wife's daughter, Ana. The testimony was that wife and Ana were in Bulgaria at this time. The opening at Provident Day School in Charlotte became available and husband paid one-half of one year's tuition to hold the spot for Ana until she returned from Bulgaria. Husband testified that wife promised to reimburse him for this tuition. Wife testified that she did not reimburse her husband for this tuition because "we were a family". The payment was made by the husband three (3) weeks before the date of filing, which was August 30, 2011. I find that Plaintiff Wife allowed Defendant Husband to pay this tuition and then refused to reimburse him with the intention of depriving the Defendant of



the benefit of that asset. I therefore find that Plaintiff shall be required to reimburse the Defendant for this tuition and that it will not be included in the assets for division by the Court.

- (c) The Plaintiff alleges that all of the real estate properties acquired during the course of this marriage were purchased with money brought into the United States from Bulgaria by bringing U.S. dollars in cash, \$10,000.00 at a time. The Plaintiff testified that these sums of money were generated by her non-marital investments in Bulgaria and that the real property acquired with this money in the United States continues to be her non-marital property in the United States. The Plaintiff also testified that part of this money brought into the United States in \$10,000.00 cash increments were gifts to her daughter, Ana, from Plaintiff's parents and from Ana's father. The Plaintiff testified that this money was brought into the United States in this way because people in Bulgaria did not keep all of their money in banks. They kept most of it in cash. The money was brought into the United States in \$10,000.00 increments because sums of money brought into the United States above \$10,000.00 must be declared upon entry into the country. Sums under \$10,000.00 do not have to be declared. Plaintiff testified that the amount of cash that she contributed to the purchase of marital property, or otherwise to marital purposes, was at least \$230,000.00, but was more likely to have exceeded \$300,000.00. The Defendant conceded that the first two properties were purchased with the Plaintiff's money. Plaintiff's witness, Mac Brice, the closing attorney,

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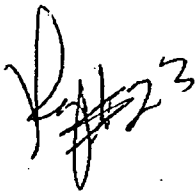
for all of the real estate transactions testified that all of the real estate was purchased for cash, that no loans were involved in the purchases, and that payment came to him in the form of cashier's checks. Despite this testimony by Mr. Brice, the Plaintiff has not presented any bank statement which shows a deposit of cash in any amount to verify the source of her funds. Without such documentary evidence, the Court is unable to trace the origin of the funds used to purchase these properties or to otherwise fund the Plaintiff's contributions to the marriage to any non-marital source, with the exception of the \$56,149.00 used to purchase 1543 Tania Way on March 19, 2009 and the \$55,342.00 used to purchase 322 Ferguson Meadows on April 30, 2009.

The method that the Plaintiff used to bring cash into the United States, was done so by her own admission to keep the government of the United States from knowing that she had this money. It was brought into the United States without declaring its existence. She has now asked the Court to recognize the existence of this money, based entirely on her statement that she brought it in and contributed it to this marriage. It is the finding of the Court that the Plaintiff cannot have this money treated in two different ways. She states that it does not exist for purposes of bringing it into the country and now states that it did exist for purposes of equitable division in this divorce case. She cannot have it both ways. Without a paper trail, the Court is unable to find that the Plaintiff contributed any amount beyond that which the Defendant stipulates, that

R-#22

being \$111,491.00, the amount spent for the first two properties. This accounts for all of the cash from Bulgaria to which the Plaintiff is entitled to credit. As has been discussed earlier, the Court finds that this cash contribution has been transmuted to marital funds by reason this investment in property which was acquired, improved, managed, and sold through the efforts of both parties, during the course of this marriage.

- (d) Plaintiff's alleges that all properties were purchased and held by her for the benefit of her daughter, Ana. In support of this allegation Plaintiff offered the testimony of her mother, Zaltka Miteva, who testified that she gave money to Plaintiff to invest in Ana's education and in Lina's (Plaintiff's) IRA. She testified that the sum was around \$230,000.00 and included wire transfers of \$29,780.0 and \$37,000.00. Zaltka Miteva also testified that Defendant and Plaintiff showed the property at Tiana Way and the trailers to her (Zaltka) and told her that these properties were paid off with money from Bulgaria. Zaltka also testified that both parties told her that the trailers and the Tiana Way property were to be for Ana. Plaintiff also offered the testimony of attorney Mac Brice, who said that Lina (Plaintiff) told him that at many of the closings for the purchase or sale of the various properties, all the investments were for Ana. He stated that she emphasized that she wanted everything to be for Ana and for it to be safe. This testimony was offered to prove that none of the parcels of real estate purchased by the parties was marital property and that the acquisition of all of the properties was made with money from Bulgaria or

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from the profits from the resale of the properties purchased with money from Bulgaria. Mac Brice testified that Defendant was never present during these discussions regarding Ana. Plaintiff offered no written proof of any investment being held for Ana's benefit. There were no custodial accounts, trusts, deeds in trust, notes, letters, memorandums, or any other type of written instrument that would have memorialized the character of these investments. Accordingly, I find that the Plaintiff has failed to prove that the property acquired during the course of this marriage is not marital by reason of it being held for Ana's benefit. I have previously found that the original cash contributed to purchase Ferguson Meadows was transmuted to marital property when the property was purchased and thereafter improved and managed through the efforts of both parties. The Defendant was named as the landlord on the lease of this property. The property at Tiana Way was also acquired with funds from Bulgaria, but those funds were transmuted into marital property upon the purchase of that house which was thereafter improved and sold at a profit and the proceeds used to buy other properties. The proceeds of these sales were co-mingled with marital funds, including the home equity loan of \$208,000.00 on the Messina Road property to purchase the Squirrel Lane property and the profit from the sale of the Squirrel Lane property was thereafter used to purchase additional properties which were in turn sold for profits. Some of those profits being ultimately used to purchase [REDACTED]

[REDACTED], Charlotte, NC on April 20, 2011 for \$278,487.00 in

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cash. The [Home address] property is now occupied by the Plaintiff. I do not find the Plaintiff's testimony on this issue to be credible and without written proof that these properties were purchased or held for the benefit of Plaintiff's daughter, Ana, I am unable to find that any of the property titled in the name of the Plaintiff on the date of filing is held for Ana's benefit.

Accordingly, having taken into consideration all of the required statutory factors and the other relevant factors, it is the finding of the Court that the marital property in this case should be divided 50% to the Plaintiff and 50% to the Defendant.

INTEREST ON THE HOME EQUITY LOAN

K. Defendant has paid interest on the home equity loan secured by the Messina Road property since the loan was funded in 2009. He has asked for reimbursement of that interest. Based on information contained in Defendant's Exhibit No. 22, I find that the Defendant has paid an average of \$518.00 per month in interest on this loan. Defendant has paid interest for 23 months from the date of filing to the end of August 2013 for a total of \$11,916.00. I find that this interest has been paid by the Defendant in order to preserve the Messina Road property as a marital asset for equitable division. I further find that the Plaintiff should be required to reimburse the Defendant a share of this interest, from the date of filing, equal to her share of the division of marital property: 50%. The amount owed by the Plaintiff to the Defendant is \$5,958.00.

ATTORNEY'S FEES

L. Each seeks an award of attorney's fees from the other. I find that the Defendant is entitled to an award of attorney's fees from the Plaintiff. The defendant has requested



\$27,561.29 in fees and costs. I find that an award of \$27,561.29 to be a reasonable fee for the Plaintiff to pay to the Defendant in this case. In making this award I have taken into consideration the requirements of E.D.M. v T.A.M., 307 S.C. 471 with regard to entitlement as follows:

1. Parties' ability to pay their own fees: Both parties have the ability to pay their own fees, and Defendant's high debt load may limit his ability somewhat. Plaintiff has no current debt load and has access to significant amounts of cash from non-marital sources from which to pay both her fees and the fees of the Defendant.
2. Beneficial results obtained by the attorney: It is the finding of the Court that the position taken by the Plaintiff with regard to equitable division was unreasonable. She alleged that the house at Montibello Road in Charlotte, which had no mortgage on it, the Ferguson Meadows property, also with no mortgage, and all proceeds from the purchase and sale of the various parcels of real estate during the course of this marriage were non-marital and hers exclusively. She also alleged that all property standing in the name of the Defendant was marital. While the Plaintiff prevailed on the issue of the transmutation of the Messina Road property, the Defendant prevailed on the issue of the transmutation of the Wachovia/Wells Fargo 401K retirement account and the four parcels of rental real estate owned by him prior to the marriage. The Defendant also prevailed on the issue of property acquired by either party during the course of the marriage being marital property. As a result of the Defendant's attorney's efforts, the Plaintiff will be required to pay approximately \$295,000.00 in equitable division to the Defendant as opposed to the Defendant having to pay approximately \$175,000.00 to the Plaintiff, if Plaintiff had

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prevailed on all property issues. This is a difference of \$470,000.00 for the Defendant.

The Defendant also prevailed on the grounds of divorce and for attorney's fees.

3. Parties' respective financial conditions: Both parties will be in relatively equal financial condition after the equitable division. Plaintiff's income is less than that of the Defendant at this time, but she has earned more than the Defendant at times in the past. The Plaintiff has significant other non-marital properties which produce large sums of money by her own testimony. Plaintiff's financial condition will not be reduced significantly by the payment of the Defendant's attorney's fee. On the other hand, the Defendant has a high debt load and relatively little cash, so his financial condition would be affected significantly by the payment of his own attorney's fees.

4. Effect of the fee on each party's standard of living: Both parties have exhibited an ability to earn substantial sums of money through employment and through investments. The Plaintiff's standard of living will not be significantly reduced by the payment of this fee. Plaintiff has access to large sums of money from her non-marital assets in Bulgaria and her standard of living will not be reduced by the payment of these fees. The Defendant has very little cash with which to pay his own fees and his standard of living could be reduced if he had to pay his own fees. Because of his age, he will need all of his assets to support himself in his retirement.

As to the amount I have taken into consideration the requirements of Glasscock vs. Glasscock 304 S. C. 158.

1. Nature, extent and difficulty of services rendered: This was a very complicated case that required extensive discovery to ascertain the facts necessary to prove the case.



The entries in the Defendant's fee affidavit indicated that discovery was resisted initially by the Plaintiff or her previous attorney. The transmutation issue and the tracing of the funds from the purchase and sale of the various properties owned by these parties during the course of this marriage required significant skill and effort of behalf of the Defendant's attorney. The amount awarded is justified by this factor.

2. Time necessarily devoted to the case: The same factors as paragraph 1 above apply here. I have examined the fee affidavit furnished by the Defendant's attorney and find that the time expended was necessary to bring the case to a successful conclusion.

3. Counsel's professional standing: Defendant's attorney appears frequently in the Family Courts of the Sixteenth Judicial Circuit and in surrounding counties. She routinely handles complex cases and the amount of the fee is justified based on her professional standing.

4. Contingency of compensation: There is no real contingency of compensation, but Defendant may have to liquidate assets to pay his fees.

5. Beneficial results obtained: The same facts discussed above in the E.D.M v T.A.M. factors apply here.

6. Customary legal fees for similar services: I find that this amount charged is reasonable under the circumstances in this case and is less than fees for similar cases that have been tried by this Court.

7. Reasonableness of the hours billed and the reasonableness of the rates: Based on my review of the Defendant's affidavit for attorney's fees, I find that the hours billed are reasonable and the rates charged are less than those of a number of lawyers that have appeared before me in trials of this nature.



8. Actual value of the services rendered: Taking into consideration the amount of equitable division award and the effort required to obtain that award, the actual value of the services justifies the amount of fee awarded. As stated above in the beneficial results factor, as a result of the Defendant's attorney's efforts, he will be receiving a significant sum of cash by way of equitable division as opposed to having had to pay a significant sum of cash by way of equitable division.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Each party will be granted a divorce from the other on the ground of separation for a period of one year;
2. The property subject to division by this Court, the value of that property and its apportionment is as set forth on Exhibit A which is attached hereto and made a part of this order by reference;
3. The Plaintiff has been apportioned property having a value of \$711,876.00. The Defendant has been apportioned property valued at \$833,387.00, and debt of \$444,874.00, for net apportionment of \$121,511.00. The Court having found that each party is entitled to a 50% apportionment of the property subject to division, the Plaintiff will pay to the Defendant the sum of \$295,183.00 to equalize the division of property, within 120 days of the date of this order;
4. The Plaintiff will be required to pay the Defendant the sum of \$12,438.00 as reimbursement for the tuition paid by the Defendant for Plaintiff's daughter, also within 120 days of the date of this order;

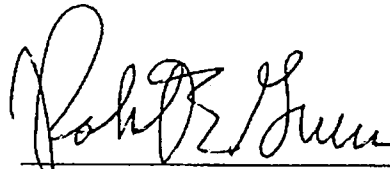


5. The Plaintiff will be required to pay to the Defendant the sum of \$5,958.00 as reimbursement for interest paid by the Defendant on the Messina Road home equity loan, also within 120 days of the date of this order;
6. The Plaintiff will be required to pay to the Defendant the sum of \$27,561.29 in attorney's fees within 90 days of the date of this order;

AND IT IS SO ORDERED.

Union, South Carolina

September 11, 2013



ROBERT E. GUESS, JUDGE
Family Court for the Sixteenth
Judicial Circuit

2013 SEP 12 PM 1:08

#30

Equitable Apportionment Worksheet

Miteva v Robinson

2011-DR-46-1905

Tuesday, September 10, 2013

Prepared By: Judge Robert E Guess

No.	Asset	Value	Debt	Equity	Allocation	Husband	Wife
1	3722 Messina Road	500,000	- 441,119	58,881		58,881	
2	3222 Ferguson Meadows	56,000		56,000	Wife		56,000
3	Home address Charlotte, NC	401,900		401,900	Wife		401,900
4	BB&T Bright Checking 5012	1,556		1,556	Wife		1,556
5	Wachovia/Wells Fargo 6340	12,911		12,911	Wife		12,911
6	Wachovia/Wells Fargo Mny Mkt 8708	5,074		5,074	Wife		5,074
7	Wachovia/Wells Fargo 7940	611		611	Wife		611
8	ING Electric Orange 149150550	101,165		101,165	Wife		101,165
9	ING Orange CD	2,899		2,899	Wife		2,899

[Handwritten signature]

Exhibit A - Page 1

10	Wachovia/Wells Fargo 7075	49,889	49,889	Husband	49,889
11	Bank of America 9587	2,294	2,294	Husband	2,294
12	Ally Checking 6342	1,143	1,143	Husband	1,143
13	Ally Savings 6342	8,559	8,559	Husband	8,559
14	First Citizens 9832	250	250	Wife	250
15	First Citizens Mny Mkt 6723	13,989	13,989	Wife	13,989
16	Cash paid to Paval Boldt	115,521	115,521	Wife	115,521
17	Increase in value of 4 mobile homes	4,500	4,500	Husband	4,500

Debt

D1	Discover Credit Card 6834	-878	-878	Husband	-878
D2	American Express Costco Credit Card	-2,877	-2,877	Husband	-2,877

TOTAL:	1,278,261	-	833,387	121,511	711,876
		444,874			
				14.60%	85.40%

Special Notes

None.

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

) IN THE FAMILY COURT
) SIXTEENTH JUDICIAL CIRCUIT
) CASE NO. 2011-DR-46-1905

TZVETELINA MITEVA,

)
)
) Plaintiff,

)
)
) Vs.

NICHOLAS ROBINSON,

)
)
) Defendant.
)

ORDER DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION
AND TO ALTER OR AMEND

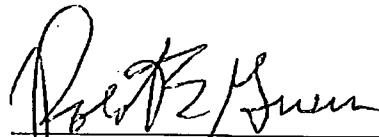
Plaintiff filed a Motion for Reconsideration on September 26, 2013, and served a copy of the Motion on Defendant's counsel on the same date. A copy of the Motion was not served on the trial judge within ten days of filing. Defendant moved to dismiss the Motion for Reconsideration. The Motion to Dismiss is denied.

As to Plaintiff's Motion Pursuant to Rules 52 and 59, SCRCP and Rule 2, SCRFC, I have reviewed my notes from the trial and the Order as filed. I have carefully considered the Motion and find it to be without merit. Accordingly, Plaintiff's Motion for Reconsideration and to Alter or Amend the Order is denied.

AND IT IS SO ORDERED.

Union, South Carolina

October 16, 2014


ROBERT E. GUESS, JUDGE

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE FAMILY COURT OF THE
YORK COUNTY) SIXTEENTH JUDICIAL CIRCUIT

Tezvetlina Miteva,

Plaintiff,

vs.

Nicolas Robinson,

Defendant.

2011 AUG 30 PM 4:26
DANIEL HILTON
FAMILY COURT
YORK COUNTY, SC

COMPLAINT

File Book #2011-DR-46-_____

1. *Jurisdiction and Venue.* The Plaintiff is a citizen and resident of York County, South Carolina, and has been for a period in excess of one (1) year immediately preceding the commencement of this action. The parties reside as husband and wife in York County, South Carolina. The statutory basis of jurisdiction is S.C. Code Ann. (section symbol) (Supp. 199).
2. *Marriage.* The parties were married November 25, 2007, in Mecklenburg County, North Carolina and are husband and wife.
3. *Children.* No children were born to the marriage of the parties and no child is currently in gestation.
4. *Lack of Collusion.* The parties have not colluded and the acts complained of by the Plaintiff were not done with the knowledge or assent of the Plaintiff for the purpose of obtaining a divorce.
5. *Separation.* The parties have not separated. It is the intent of the Plaintiff to live separate and apart from the Defendant.
6. *Habitual Drunkenness.* The Defendant has become dependant on alcohol and prescription drugs. The Defendant has radically changed his behavior towards the

Plaintiff. The Defendant has detrimentally affected the marriage of the parties due to the abuse of alcohol and drugs. The Plaintiff is entitled to a divorce on the grounds of habitual drunkenness.

7. *Equitable Apportionment of Property and Debts.* The parties acquired real and person property during their marriage. The parties acquired debts during their marriage. The parties are entitled to an equitable apportionment of their marital property and marital debts.
8. *Alimony and Other Support.* The Plaintiff is unable to financially maintain the marital assets temporarily. The Plaintiff needs the assistance of the Defendant to maintain the marital assets and contribute towards the marital debt. The Plaintiff believes she is entitled to temporary alimony and support.
9. *Attorney's Fees and Suit Money.* The Plaintiff cannot afford to pay her attorney. The Plaintiff has a meritorious cause of action. The necessity of this proceeding resulted from the Defendant's conduct.
10. *Injunctive Relief.* The Plaintiff will suffer irreparable harm unless both parties are restrained from disposing of any and all marital property and/or incurring debt in the Plaintiff's name. Further, the Plaintiff is afraid of the Defendant. The Defendant has verbally abused the Plaintiff and her minor child. The Plaintiff seeks an Order of the Court restraining the Defendant from harassing the Plaintiff and her minor child.
11. *Discovery.* The ability of the parties to prepare their cases, judicial economy, and the ends of justice will be served by this court allowing each party all discovery available under Rules 26-37, SCRPC.

12. *Temporary and Pendente Lite Relief.* The Plaintiff will suffer irreparable harm unless she is granted temporary relief including use of property as an incident of support, temporary support and maintenance and/or alimony, injunctive relief, discovery, and attorney's fees.

WHEREFORE, the Plaintiff prays for an absolute divorce from the Defendant upon the grounds of Habitual Drunkenness or, in the alternative, for a Decree of Separate Support and Maintenance and for the following temporary and permanent ancillary and collateral relief:

- a. Alimony and/or temporary support;
- b. An equitable apportionment of all marital property and debts acquired by the parties during their marriage;
- c. Injunctive relief as requested above;
- d. Attorney's fees and suit money in a reasonable sum; and
- e. Allowance to each party of all discovery available under Rules 26-37, SCRPC.

RESPECTFULLY SUBMITTED,

HALFORD, NIEMIEC & FREEMAN, LLP



Matthew R. Niemiec
238 Rockmont Drive
Fort Mill, South Carolina 29715
Telephone: 803-547-6618
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August 29, 2011

Fort Mill, South Carolina.

STATE OF SOUTH CAROLINA
YORK COUNTY

Tzvetelina Miteva,

PLAINTIFF

Versus

Nicolas Robinson,

DEFENDANT.

FILED-RECEIVED
2012 JAN -4 PM 3:36
DAVID HAMILTON
FAMILY COURT
YORK COUNTY, SC

THE FAMILY COURT OF THE
SIXTEENTH JUDICIAL CIRCUIT

ANSWER AND COUNTERCLAIM

2011DR4601905

1. All allegations of the Complaint not specifically admitted are denied.

FOR A FIRST DEFENSE

2. The allegations paragraphs 1, 2, 3, 4, 7, and 11 are admitted.
3. The allegation of paragraph 5 that "The parties have not separated" is denied in that the Plaintiff vacated the marital residence on the date of filing. The allegation that "It is the intent of the Plaintiff to live separate and apart from the Defendant" is neither admitted nor denied.
4. The allegations of paragraphs 6, 8, 9, 10, and 12 are denied.

**FOR A SECOND DEFENSE AND COUNTERCLAIM
(Decree of Separate Maintenance and Support)**

5. Paragraphs 1 through 4 herein are incorporated by reference.
6. **Jurisdiction and Venue.** The Defendant is a resident of York County in the State of South Carolina and has been for a period in excess of twelve months prior to the date of filing. The current residence of the Plaintiff is not known by the Defendant. The parties last resided together as husband and wife in York County. The statutory basis for jurisdiction is S. C. Code Ann. § 20-7-420 (Supp. 1993).

11. Marriage. The parties were married on November 25, 2007 and are husband and wife.

12. Children. There were no children born to the parties, and no children are expected.

13. Separation. As a result of irreconcilable differences, the parties separated on or about August 30, 2011 when the Plaintiff vacated the marital home. They have continued to live separate and apart since that time.

14. Lack of Collusion. The parties have not colluded and the act or the acts complained of by the Defendant were not done with the knowledge or assent of the Defendant for the purpose of obtaining a divorce.

15. Equitable Apportionment of Property. The Defendant is informed and believes that the parties acquired real and personal property and assets during the marriage. The Defendant is informed and believes that he is entitled to an order of the court identifying and providing for equitable division of marital property. The Defendant seeks reimbursement from the Plaintiff, or consideration by the court in equitable distribution, in the amount of \$12,480 for the Plaintiff's minor daughter's tuition to Providence Day School in Charlotte, North Carolina. The Defendant alleges that he paid this tuition immediately preceding the filing of the Plaintiff's Complaint, with the understanding that the Plaintiff would repay the Defendant. The Defendant has requested reimbursement from the Plaintiff, and she has refused. The Defendant alleges that had he known of the Plaintiff's intent to seek a divorce, he would not have paid the tuition for the Plaintiff's daughter.

16. Injunctive Relief and Restraining Orders. The Defendant is informed and believes that he is entitled to an order of the court restraining the parties from alienating, hiding, hypothecating, selling or otherwise disposing of any assets, marital or non-marital; as well as from accumulating additional marital debt or debt in the other party's name.

17. Attorney's Fees and Suit Money. The Defendant cannot afford the costs of this litigation. The necessity of this proceeding was caused by the Plaintiff's conduct. The Defendant respectfully requests that this Court award him attorney's fees and suit money in a reasonable sum.

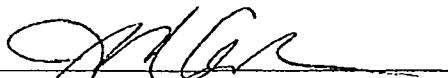
18. Discovery. The ability of the parties to prepare their cases, judicial economy, and the ends of justice will be served by this Court allowing all parties all discovery available under Rules 26-37, SCRCP. The Defendant respectfully requests the court issue its order allowing both parties all discovery available under Rules 26-37, SCRCP.

WHEREFORE, the Defendant prays for an order of this Court dismissing the Plaintiff's complaint; denying the Plaintiff's requested relief; or in the alternative, granting him a Decree of Separate Maintenance and Support and the following ancillary and collateral relief, *pendente lite* and permanently:

- a. Equitable apportionment of property and debt, to include reimbursement for or consideration for the Defendant's payment of \$12,480 for the Plaintiff's daughter's tuition;
- b. Injunctive relief and restraining orders against disposal of any and all marital property;
- c. Attorney's fees and suit monies in a reasonable sum;
- d. Discovery;

e. Such other relief as the court deems appropriate.

January 2, 2012
Rock Hill, South Carolina



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Attorney for Defendant

ORIGINAL

STATE OF SOUTH CAROLINA

) IN THE FAMILY COURT

COUNTY OF YORK

) 11-DR-46-1905

TZVETELINA MITEVA

PLAINTIFF

vs.

) TRANSCRIPT OF RECORD

NICHOLAS ROBINSON

DEFENDANT

May 8 & 9, 2013
Rock Hill, South Carolina

BEFORE:

THE HONORABLE ROBERT E. GUESS, JUDGE.

APPEARANCES:

TONY M. JONES, ESQ.,
Attorney for the Plaintiff

JENNIFER A. CREECH, ESQ.,
Attorney for the Defendant

LATOYA CAMACK PERRY
Official Court Reporter

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OPENING STATEMENTS

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1 THE COURT: It appears that everybody is in the
2 courtroom. This is the case of Tzvetelina Miteva against
3 Nicholas Robinson. The plaintiff is present with her
4 attorney Mr. Tony Jones. The defendant is present with
5 his attorney Mrs. Jennifer Creech. I have before me a
6 pretrial order that was dated November 23, 2012 which
7 states that the issues to be tried are those of divorce,
8 equitable division, alimony and attorney fees and cost.
9 And I now understand that the issue of alimony is not to
10 be tried; is that correct?

11 MR. JONES: That's correct.

12 THE COURT: Other three; divorce, equitable division,
13 attorney fees and cost are to be tried. I also understand
14 that one of the parties has a motion to supplement the
15 pleadings to include a divorce on the ground of separation
16 for a period of one year. Is that correct?

17 MRS. CREECH: Yes, Your Honor, the defendant's
18 motion. At the time of filing, they had not been
19 separated for a year. However, as of August 2012, they
20 have been.

21 THE COURT: All right. And that motion is made.
22 Mr. Jones, you have any objection?

23 MR. JONES: No objection.

24 THE COURT: All right. Then that's the defendant's
25 motion and it will be granted. Mrs. Miteva, is there

OPENING STATEMENTS

7

1 anything this court can do to help you reconcile this
2 marriage?

3 MRS. MITEVA: No, sir.

4 THE COURT: Mr. Robinson, do you know of anything the
5 court can do to help the two of you get back together?

6 MR. ROBINSON: No, Your Honor.

7 THE COURT: Based on those answers, I find that
8 reconciliation is not possible. Any other motions we need
9 to deal with before we start the testimony?

10 MR. JONES: None of the part of the plaintiff.

11 THE COURT: I would ask the lawyers then, if you
12 would, just take two or three minutes, and tell me what it
13 is that each side is hoping to prove and to accomplish by
14 this hearing. Mr. Jones.

15 MR. JONES: May it please the court. This is a
16 marriage of relatively short duration. My client is
17 Bulgarian and the defendant is British. They lived
18 together for a little while before they were married. And
19 they've been married for about five or six years. The
20 real bone of contention in this case is property,
21 transmutation, co-mingling. My client -- We intend to
22 prove that my client has a lot of non-marital monies that
23 came into the marriage by way of cash from Bulgaria. They
24 will stipulate to \$100,000. We believe that it's
25 considerably more than that. And she use those monies to

OPENING STATEMENTS

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1 invest and to purchase properties. We've got to establish
2 a trail because it's complicated. I'm going to try
3 through the try direct testimony to make that as simple as
4 possible. Because there was some property that he owned
5 that were free and clear at the time of the marriage that
6 he, we are going to allege, he bought with credit cards
7 and she paid, with non-marital money, paid off those
8 credit cards and paid off those debts. And that he
9 borrowed a lot of non-marital money from her and he paid
10 them back. But we consider the money that he paid her to
11 be non-marital because it replenished non-marital funds
12 that was used by and for him. And so we are going, at the
13 end of day, we are going to have property that we claim,
14 they're going to claim it's non-marital. We claim is
15 marital. They are going to claim some -- And vice versa,
16 you know, we are going to claim non-marital and they are
17 going to claim as marital. So we don't have any household
18 furnishing issues in this case. It's just all going to be
19 real estate and both sides are seeking fees.

20 THE COURT: All right. Thank you, Mr. Jones
21 Mrs. Creech.

22 MRS. CREECH: Yes, sir. As Mr. Jones indicated, this
23 is really a case about property. And this is a convoluted
24 trial. I think before the court can understand both
25 parties positions, I think both parties are going to have

OPENING STATEMENTS

9

1 to be able to show the court why and how the funds at the
2 start of these investment, because it was a decision by
3 the parties to start investing in real estate. And as
4 those investments were purchased and sold and purchased
5 and sold, two of them were kept. And our position is that
6 those are marital properties. One of them the plaintiff
7 is currently residing in. Her position is, as Mr. Jones
8 stated, is that the properties were purchased with funds
9 from Bulgaria. How much money from Bulgaria, the
10 plaintiff's answers to that and those of her witnesses
11 have been all over the place. We have stipulated to
12 roughly \$100,000 that we believe that she brought into
13 this venture; this investment venture. By the same token,
14 my client has a home that he purchased prior to the
15 marriage that he made significant improvements on prior to
16 marriage. They did reside in that home for approximately
17 three to four years. They were married in November of
18 2007. They separated in August of 2011. We intend to
19 show that the parties kept separate accounts. That my
20 client was the one solely making payments on that property
21 that he owned prior to the marriage and that title and
22 refinancing, in and of itself, doesn't indicate an intent
23 to transmute that property.

24 The allegations of habitual drunkenness that she's
25 filed for divorce on, we deny that. And our position is

1 she's not going to be able to show that he had a habit of
2 being intoxicated by a preponderance of the evidence. So
3 I think what it boils down to is the very complex or
4 convoluted trail. And I think both parties have tried to
5 make it simple and stick with the transactions that are
6 important. But at the end of day, you know, the real
7 issues comes down to what's in the marital pot and who's
8 taking what and fees.

9 THE COURT: Thank you, Mrs. Creech. All right, then.
10 If there's nothing else, you may call your first witness,
11 Mr. Jones.

12 MR. JONES: I would call Lina Miteva to the stand.

13 THE COURT: Come up please, Ms. Miteva. Come right
14 over here please, raise your right hand and face me.

15 TZVETELINA MITEVA, after being duly sworn,
16 testified as follows:

17 DIRECT EXAMINATION

18 BY MR. JONES:

19 Q Would you state your full name please?

20 A Tzvetelina Gospodinova Miteva.

21 Q And do you go by Lina?

22 A Yes, sir.

23 Q May I call you Lina?

24 A Yes, sir.

25 Q Lina, do you live in Mecklenburg County?

1 A Yes, sir.

2 Q Are you currently married to Nicholas Robinson?

3 A Yes, sir.

4 Q Were you and he married on November 25, 2007?

5 A Yes, sir.

6 Q Were you married in Mecklenburg County, North
7 Carolina?

8 A Yes, sir.

9 Q Are you currently living separate and apart?

10 A Yes, sir.

11 Q Have you lived separate and apart for a period in
12 excess of a year?

13 A Yes, sir.

14 Q Does Mr. Robinson live in York County, South
15 Carolina?

16 A Yes, sir.

17 Q Did you and he last live together as husband and wife
18 in York County, South Carolina?

19 A Yes, sir.

20 Q Are you employed?

21 A Yes, sir.

22 Q With whom are you employed?

23 A Wells Fargo Bank, sir.

24 Q And how long have you been employed there?

25 A Since November 2012, sir.

1 Q Is this your financial declaration?

2 A Yes, sir.

3 Q Does it accurately reflect your income and monthly
4 expenses?

5 A Yes, sir.

6 MR. JONES: Your Honor, when I get to the property
7 portion, I'll introduce the marital assets addendum which
8 is a separate document.

9 THE COURT: All right.

10 BY MR. JONES:

11 Q Lina, have there been any children born of this
12 marital union?

13 A No, sir.

14 Q Do you have a child from a prior marriage?

15 A Yes, sir.

16 Q What is her name and age?

17 A Anna. She's currently 15 years old.

18 Q Does Mr. Robinson have any children from a prior
19 marriage?

20 A Yes, sir.

21 Q How many children does he have?

22 A Two, to my knowledge.

23 Q When did you and your husband separate?

24 A In August of 2011.

25 Q How did the separation come about?

- 1 A I left, sir.
- 2 Q Why did you leave?
- 3 A Because life was unbearable, sir.
- 4 Q What was the problems that -- What was causing life
- 5 to be unbearable?
- 6 A It was daily arguments and shouting and abuse to both
- 7 myself and my daughter, sir.
- 8 Q Did he have a habit of consuming acholic beverages?
- 9 A Yes, sir.
- 10 Q And what was the result of his alcohol consumption?
- 11 A Well, just unpredictable behavior, sir.
- 12 Q How frequently did he drink alcohol?
- 13 A On daily basis, sir.
- 14 Q Everyday?
- 15 A Everyday, sir.
- 16 Q When would he begin drinking?
- 17 A First thing in the morning, sir.
- 18 Q And then you would go to work?
- 19 A Yes, sir.
- 20 Q What would be the situation in the house when you
- 21 would come home?
- 22 A He's already drunk, sir.
- 23 Q Did you ever purchase alcohol for him?
- 24 A Yes, sir.
- 25 Q How frequently?

1 A On my way back, he'd call me and ask me to stop at a
2 store and purchase and bring home because he wasn't able
3 to go to store himself.

4 Q Why couldn't he?

5 A Because he already had drank a certain amount of
6 alcohol.

7 Q When you say on your way back, back from where?

8 A From work to home.

9 Q Will he become intoxicated on daily basis?

10 A Yes, sir.

11 Q Did he drink anything other than beer?

12 A Not to my knowledge, sir.

13 Q What was his behavior like when he was intoxicated?

14 A He just become very angry and argumentative and even
15 evil.

16 Q Has he ever become physically violent?

17 A He tried to, sir.

18 Q Have you ever called the police?

19 A Yes, sir.

20 Q On the incidences when you called the police, what
21 happened?

22 A He ran down into the basement and asked me to tell
23 the police that everything is getting quieter
24 because, otherwise, they are going to arrest him.

25 Q How many times did you call the law?

1 A At least twice, sir.

2 Q When drinking, how was his behavior around your
3 daughter Anna?

4 A He was really shouting at her. She would just
5 tremble, lock into her room. Also there's been occasions
6 when he'll be very aggressive and walk naked in front of
7 her.

8 MR. JONES: By stipulation, I'm going to move to
9 introduce Plaintiff's Exhibit Number One.

10 BY MR. JONES:

11 Q Are these the police reports from when you called the
12 police?

13 A Yes. This is what was sent to me from the sheriff's
14 office.

15 MR. JONES: By stipulation, I move to introduce this
16 as Plaintiff's One?

17 THE COURT: Mrs. Creech.

18 MRS. CREECH: Your Honor, as it was discussed
19 earlier, we've stipulated to the introduction. We do not
20 stipulate to the truth of the matter asserted.

21 THE COURT: All right, then. This police report
22 package will be entered as Plaintiff's Exhibit One.

23 (WHEREUPON, Plaintiff's Exhibit No. 1 was admitted
24 into evidence.)

25 BY MR. JONES:

1 Q Was there an incident that occurred on the trip to
2 Myrtle Beach in 2010?

3 A Yes, sir.

4 Q What time of year was it?

5 A That was after Christmas of 2010.

6 Q Where had y'all gone?

7 A We went to Myrtle Beach for Christmas/New Year's
8 break, sir.

9 Q And who did you visit down there?

10 A We were not visiting anybody in particular. I rented
11 an apartment. But Nick Robinson had a friend living in
12 the area.

13 Q Okay. Did Anna go with you?

14 A Yes, sir.

15 Q Did she take a friend?

16 A Yes, sir.

17 Q Did anything occur during that trip?

18 A Yes, sir.

19 Q What happened?

20 A One of evenings, we went the visit Mr. Robinson's
21 friend and went to a restaurant. And then on the way
22 back, he got into an argument with Jenna, Anna's friend.
23 And Jenna started crying. Anna started crying. We want
24 back to the hotel. This argumentative behavior continued.
25 Jenna called her parents to come and pick her up from

1 Charlotte. And at the same time, I saw Mr. Robinson
2 taking the car keys and trying to sneak out of the door
3 and leave the four females behind. I confronted him.
4 Everybody already was crying including my mom who was with
5 us. And we all left.

6 Q Okay. Now, did Mr. Robinson work throughout the
7 entire marriage?

8 A Not through the entire marriage.

9 Q For how long a period of time was he without a job?

10 A At least twice.

11 Q Okay. Over the course of the marriage, what
12 percentage of the time was he not working?

13 A Half the marriage.

14 Q When he worked, what type of work did he do?

15 A Information technology knowledge related.

16 Q How did your income compare?

17 A When we both work, the incomes were comparable.

18 Q Has he ever been fired from a job during the
19 marriage?

20 A Yes, sir.

21 Q How many times?

22 A At least twice.

23 Q When was the first time?

24 A The first time was around New Years/Christmas of 2008
25 to nine.

1 Q Okay. How did you know he had been fired?

2 A He called me and told me that he was taken out of the
3 premises of the bank.

4 Q He was --

5 A He was escorted out.

6 Q Okay. Was there another time during the marriage
7 that he got fired?

8 A When I read his discovery, I saw another case when he
9 was terminated.

10 Q Did you tell why he was escorted out of the bank?

11 A No, he didn't.

12 Q And when he lost that job, how long did he stay out
13 of work?

14 A Over a year, for sure.

15 Q While he was out of work, what, if anything, did he
16 do?

17 A He was just laying around and drinking.

18 Q Does he also have a problem with prescription
19 medicine?

20 A Yes, he does.

21 Q And what type of problem is that?

22 A Well, initially, he told me he was taking
23 prescription for ADD.

24 Q Okay. Did he drink alcohol along with taking the
25 medication?

1 A He was taking the medication with the alcohol.

2 Q Did that have an affect on his behavior?

3 A Yes, sir.

4 Q What kind?

5 A He was becoming even more aggressive and his eyes
6 were just sparkling. And he would shake and just
7 uncontrollable behavior.

8 Q Was his alcohol consumption at the time y'all got
9 married same or similar as it was as the marriage
10 progressed?

11 A No, sir.

12 Q Was there progression in his consumption of alcohol?

13 A At the end -- Towards the end, yes.

14 Q If you would have known that he drank the beginning
15 before you got married like he did at the end, would you
16 have married him?

17 A No, sir.

18 Q Was he employed at the time of the marriage?

19 A Yes, sir.

20 Q Did his consumption of alcohol result in the
21 termination of your marriage?

22 A Yes, sir. And also the abuse of prescription drugs.

23 Q Are you seeking a divorce on the grounds of habitual
24 intoxication?

25 A Yes. And abuse of prescription drugs.

1 Q Now, let's shift gears a little bit. Okay. Were
2 there any contributions by you to assist your husband in
3 payment of his debts?

4 A Yes, sir.

5 Q During the course of this marriage, did you ever pay
6 any monies for the support of his children from a prior
7 marriage?

8 A Yes, sir.

9 Q And could you describe for the court what you did?

10 A He would ask me for money and tell me that he has
11 obligations. And I'll write him checks or give him cash.

12 Q What type of obligations?

13 A He had debt on the purchase of the trailers as well
14 as obligations towards his daughters based on his previous
15 separation agreement.

16 Q Did you give him money?

17 A Yes, sir.

18 Q Why?

19 A Because we were a family, sir.

20 Q Now, the monies that you gave him, what was the
21 source of those monies? Where did they come from?

22 A They were money from Bulgaria, sir.

23 Q When you say money from Bulgaria, we'll get into this
24 in a little more detail later.

25 A And also savings.

1 Q Were you receiving money from Bulgaria?

2 A (No response.)

3 Q Did you get money from Bulgaria?

4 A Yes, sir.

5 Q Okay. And in what form did it come?

6 A Cash, sir.

7 Q Why was it in cash?

8 A Because the family, sir, is been living communist
9 regime and we don't keep money in the bank.

10 THE COURT: Sorry. I didn't understand that last --

11 MRS. MITEVA: I said that the family keeps most of
12 their money cash because of the socialists communist
13 regime. We do not keep them in banks.

14 THE COURT: Okay.

15 BY MR. JONES:

16 Q Now, how did you pay him, give him in the money?

17 A Cash and checks.

18 Q And do you know how much you gave him in checks?

19 A Over 50,000.

20 Q What about cash?

21 A Another 50,000 just for the trailers and --

22 Q Okay. Now, at the time that you married

23 Mr. Robinson, did you bring any assets into the marriage?

24 A Yes, sir.

25 Q I'm showing what's been marked Plaintiff's Exhibit

1 Number two. Is this the money that you had in the bank at
2 the time of your marriage?

3 A Yes, sir.

4 MR. JONES: Move the introduce by stipulation.

5 THE COURT: All right. That's Plaintiff's Number Two
6 will be admitted without objection?

7 (WHEREUPON, Plaintiff's Exhibit No. 2 was admitted
8 into evidence.)

9 BY MR. JONES:

10 Q Did you also have cash from Bulgaria at the time of
11 the marriage?

12 A Yes, sir.

13 Q How much did you have?

14 A Around 50,000 or 60,000.

15 Q At the time of the marriage, did -- One moment
16 please. In addition to bringing -- Excuse me. Let me
17 strike that last one. In addition to bringing cash in
18 from Bulgaria, were there also wire transfers?

19 A Yes, sir.

20 Q I'm showing what's been marked as Plaintiff's Exhibit
21 Three. Is this a reflection showing wire transfers?

22 A Yes, sir.

23 Q From Bulgaria to you?

24 A Yes, sir.

25 Q From your mother to you?

1 A Yes, sir.

2 MR. JONES: Move to introduce by stipulation.

3 THE COURT: Before we take anymore exhibits,
4 Mr. Jones and Mrs. Creech, the discussion we had about
5 these exhibits was off the record. But to sort of speed
6 this up, I understand Mrs. Creech that you are stipulating
7 that all these documents are admissible and as they are
8 handed up and identified, that they will just be admitted
9 without any objection. Is this what you are -- Is that my
10 understanding?

11 MRS. CREECH: That is correct. We are stipulating
12 except as to the truth of the matter. But, yes, for
13 purposes of introducing them as exhibits, we have no
14 objection.

15 THE COURT: All right. I'm just going to receive
16 them going forward with Mr. Jones' statement that they're
17 admitted. So this is the third one and this is a document
18 that described by the witness as being records of wire
19 transfers. I will state that some of the documents are in
20 a foreign language. That's number three without
21 objection.

22 MR. JONES: Yes, sir. While it's written in
23 Bulgarian, it does reflect the US dollar amount that was
24 transferred. And likewise, I'm going to be doing the same
25 for Mrs. Creech when it come to the introduction of her

1 documents.

2 THE COURT: All right. Thank you, Mr. Jones and
3 Mrs. Creech.

4 (WHEREUPON, Plaintiff's Exhibit No. 3 was admitted
5 into evidence.)

6 BY MR. JONES:

7 Q Now, did Mr. Robinson bring any liquid assets into
8 the marriage?

9 A No, sir.

10 Q Did he own a house as we refer to as the Messina
11 house?

12 A Yes, sir.

13 Q And Messina is M-e-s-s-i-n-a. Did the Messina house
14 have a mortgage at the time of marriage?

15 A Yes, sir.

16 Q How much was the mortgage?

17 A Over 200,000.

18 Q Now, during the course of the marriage, was this
19 property -- It was in his name only at the time of the
20 marriage, correct?

21 A Yes, sir.

22 Q During the course of the marriage, was this property
23 refinanced?

24 A Yes, sir.

25 Q Was your name put on the mortgage?

1 A Yes, sir.

2 Q Were you listed as the primary borrower?

3 A Yes, sir.

4 Q I'm showing you what has been marked as Plaintiff's

5 Number Four. Is this the loan application for the

6 refinance on Messina?

7 A Yes, sir.

8 Q Now, on this document, who's the primary borrower?

9 A I am, sir.

10 Q And for purposes of this application, how much is the

11 reflected that you were making a month?

12 A 8,900, sir.

13 Q How much does it reflect he was earning a month at

14 that time?

15 A Zero, sir.

16 Q So you were the only income earner in the house at

17 that time?

18 A Yes sir.

19 MR. JONES: By stipulation, I move to introduce.

20 THE COURT: That's admitted.

21 (WHEREUPON, Plaintiff's Exhibit No. 4 was admitted

22 into evidence.)

23 BY MR. JONES:

24 Q Who was the one having to pay the mortgage?

25 A Together, sir.

1 Q How did he pay it with no income?

2 A Taking money from me, sir.

3 Q Now, Mr. Robinson maintains that this house on
4 Messina was non-marital property, correct?

5 A He says that, correct.

6 Q Okay. And as we've introduce, not only did you
7 refinance the property with you becoming the primary
8 borrower, did he also give you an undivided one half
9 interest in this property by way of a deed?

10 A Yes, sir.

11 Q I'm showing you what's been marked as Plaintiff's
12 Number Five. Is this the document where he grants you
13 undivided one half interest in this property?

14 A Yes, sir.

15 Q For as an outright gift to you?

16 A Yes, sir.

17 MR. JONES: By stipulation, I would move to
18 introduce.

19 THE COURT: All right. A copy of the deed is
20 admitted as Plaintiff's Exhibit Number Five.

21 (WHEREUPON, Plaintiff's Exhibit No. 5 was admitted
22 into evidence.)

23 BY MR. JONES:

24 Q Was this house used in support of the marriage?

25 A Yes, sir.

1 Q Do you believe that his gift and the refinancing of
2 this constituted a transmutation making this marital
3 property?

4 A Yes, sir.

5 Q Now, I'm showing you what's now been marked as
6 Plaintiff's Number Six. Does this reflect the tax value
7 on the property located on Messina?

8 A Yes, sir.

9 Q You consider that value to be \$500,000?

10 A Based on those records.

11 MR. JONES: Move to introduce by stipulation.

12 THE COURT: All right. The tax record for the
13 Messina house is submitted as Plaintiff's Exhibit Number
14 Six.

15 (WHEREUPON, Plaintiff's Exhibit No. 6 was admitted
16 into evidence.)

17 BY MR. JONES:

18 Q As of the date of filing, was there a mortgage
19 balance?

20 A Yes, sir.

21 Q Plaintiff's Number Seven, does that reflect that
22 mortgage balance in around the date of filing?

23 A Yes, sir.

24 Q And that balance with \$232,720.00, correct?

25 A Yes, sir.

1 MR. JONES: Move to introduce by stipulation.

2 THE COURT: All right. The mortgage balance from
3 Wells Fargo will be admitted as Plaintiff's Exhibit Number
4 Seven.

5 (WHEREUPON, Plaintiff's Exhibit No. 7 was admitted
6 into evidence.)

7 MR. JONES: All right. At this time, I'm going to go
8 ahead and submit my marital asset addendum. It's fixing
9 to get hairy.

10 THE COURT: All right.

11 MR. JONES: Okay. Now -- May I provide my client
12 with a copy of this, Your Honor, because --

13 THE COURT: Yes, sir. By all means.

14 BY MR. JONES:

15 Q Lina, is this a copy of our marital assets addendum
16 that we prepared identifying and valuing all the property?

17 A Yes, sir.

18 Q Okay. Now, at the top, we've already got listed the
19 Messina Road property, correct?

20 A Yes, sir.

21 Q And these are all items of property that you consider
22 to be marital, correct?

23 A Yes, sir.

24 Q Now, the next four items of property is a mobile home
25 and Lot 15, Golden Pond Road; mobile home and Lot 41, New

1 Port Acres; mobile home and Lot 26, Chandler Woods and
2 mobile home and Lot C, Liberty Hill Road, correct?

3 A Yes, sir.

4 Q Now, at the time of the marriage, did Mr. Robinson
5 own these mobile homes?

6 A Yes, sir.

7 Q Were they titled solely in his name?

8 A Yes, sir.

9 Q Was there any mortgages on these properties?

10 A No, sir.

11 Q Have you ever had any conversations with him about
12 how he purchased these properties?

13 A Yes, sir.

14 Q What did he tell you?

15 A That the mobile homes been purchased with credit
16 cards which make another credit card debt that he brought
17 into the marriage.

18 Q Now, the value of these mobile homes that you reflect
19 on your marital assets addendum is the tax value, correct?

20 A Yes, sir.

21 Q Have you ever provided any monies to Mr. Robinson to
22 either pay these credit card debts or for repairs on these
23 properties?

24 A Yes, sir.

25 MRS. CREECH: One moment, Your Honor.

1 BY MRS. CREECH:

2 Q I'm showing you what's been marked as Plaintiff's
3 Number Eight. Is this a summary of the monies that you
4 provided by way of checks to your husband?

5 A Yes, sir.

6 Q Now, some of these checks were to him prior to the
7 marriage?

8 A Yes, sir.

9 Q And you understand that that is not subject to this
10 court's jurisdiction because it was transferred prior to
11 the marriage?

12 A I didn't know the laws at that time, sir.

13 Q You understand that now?

14 A I do, sir.

15 Q And these were just checks that you wrote to him and
16 they were for what purpose?

17 A They were for the purpose of him repaying his debt.

18 Q The credit cards?

19 A Yes, sir.

20 Q And --

21 A And also --

22 Q Go ahead?

23 A For obligations he had from his previous separation
24 agreement.

25 Q Now, after the marriage, there is about \$30,000;

1 isn't it?

2 A Yes, sir.

3 Q What were the source of these funds that you gave to
4 Mr. Robinson?

5 A They were money from Bulgaria and my own savings,
6 sir.

7 MR. JONES: Move to introduce by stipulation.

8 THE COURT: All right. That's a summary of checks
9 written with copies attached?

10 MR. JONES: Yes, sir. Just for ease, I did the
11 summaries, but the checks are attached.

12 THE COURT: All right. Then that's schedule of
13 monies will be admitted as Plaintiff's Number Eight.

14 MRS. CREECH: Your Honor, the only objection that I
15 would have to that exhibit are the checks prior to the
16 date of marriage. The date of marriage was November 25,
17 2007.

18 MR. JONES: And I understand that. And that's why I
19 went through the testimony making sure that she -- Some of
20 those checks, I went ahead and brought that out that some
21 of those checks were, in fact, prior to the marriage and
22 we don't get credit for them within the jurisdiction of
23 this court in dividing property. But nonetheless, it
24 shows a pattern.

25 THE COURT: Well, she's already testified that they

1 are out and she understands that now. So as far as the
2 exhibit is concerned, I think that's been covered. I am
3 going to admit it.

4 (WHEREUPON, Plaintiff's Exhibit No. 8 was admitted
5 into evidence.)

6 BY MR. JONES:

7 Q Why did you give him these monies?

8 A Because we were living together and we were a family
9 and he asked me to.

10 Q Did you ever give him any cash above and beyond
11 what's represented by those checks?

12 A Yes, sir.

13 Q How much?

14 A Over 200,000.

15 Q And that was in the form of what?

16 A It was in the form of cash.

17 Q Cash from Bulgaria?

18 A Yes, sir.

19 Q Now, do you feel these four mobile homes are marital
20 property?

21 A Yes, sir.

22 Q Who was the one that satisfied the debt on those
23 properties?

24 A Primarily me, sir.

25 Q And as when the house was refinanced on Messina, was

1 he working during this period of time?

2 A No, sir.

3 Q And who was the sole source of income for the house?

4 A Me, sir.

5 Q Now, in terms of nonmarital property of yours, okay,
6 where are you currently residing?

7 A I'm residing in Mecklenburg County.

8 Q And what's the address?

9 A 5017 Montibello Drive.

10 Q Do you claim this property to be nonmarital?

11 A Yes, sir.

12 Q Does this property have a value, a tax value, of
13 \$401,900?

14 A Based on tax records, yes.

15 Q Was this house purchased during the marriage?

16 A Yes, sir.

17 Q Does it have a lien against it?

18 A Yes, sir.

19 Q Now, was this house purchased on April 18, 2011?

20 A Yes, sir.

21 Q How much did you pay for it?

22 A 293,000, sir.

23 Q And did you pay cash for this property?

24 A Yes, sir.

25 Q What was the source of those funds?

1 A Investment money from Bulgaria, sir.

2 Q Now, let's, at this point, try to establish the trail
3 of the property purchases.

4 THE COURT: Before we go any further, tell me what
5 the address of that property is again?

6 MR. JONES: Montibello? It is 5017 Montibello Drive.

7 THE COURT: 5017 --

8 MR. JONES: Montibello Drive.

9 THE COURT: That's a Charlotte address.

10 MR. JONES: Yes, Your Honor.

11 THE COURT: All right. Thank you, Mr. Jones.

12 BY MR. JONES:

13 Q Now, let's digress for a moment and set Montibello
14 aside. Did you -- Well, how much money did you loan your
15 husband during the marriage?

16 A Over 200,000, sir.

17 Q Did he offer to pay it back?

18 A Yes, sir.

19 Q And how did he tell you he was going to pay it back?

20 A From money on his account, sir.

21 Q His overseas accounts?

22 A And the account he had as well as.

23 Q Did he ultimately pay you pay that 200,000?

24 A He did pay 200,000.

25 Q Where did he get those monies?

- 1 A From home equity line on the family house.
- 2 Q And he gave you checks for \$200,000?
- 3 A Yes, sir.
- 4 Q And did you consider that repayment of the monies
- 5 that you had advanced to him?
- 6 A Partial repayment, sir, yes.
- 7 Q Were you upset that he took it out of the home equity
- 8 line of credit on the Messina property?
- 9 A Yes, sir.
- 10 Q Now, with that \$200,000 repayment, did you purchase a
- 11 property at 1543 Tiana Way in Rock Hill, South Carolina?
- 12 A No, sir.
- 13 Q When did you purchase Tiana? Or how did you purchase
- 14 Tiana?
- 15 A With money from Bulgaria that was purchased in
- 16 beginning of 2009, sir.
- 17 Q So that was just simply with Bulgarian money?
- 18 A Yes.
- 19 Q And did you pay for it with cash?
- 20 A Yes, sir.
- 21 Q And did you ultimately -- You paid \$56,000, correct?
- 22 A Correct.
- 23 Q And did you sell it for \$90,000 in 2010?
- 24 A It was less than that, sir.
- 25 Q How much did you sell it for?

1 A I think \$82,000.

2 Q Okay. What did you do with those monies?

3 A I put those monies in remodeling that Squirrel
4 property I'd just purchased.

5 Q Now, Squirrel property you referred to is 362
6 Squirrel Lane in Lake Wylie; is that correct?

7 A Yes, sir.

8 Q And how much did you pay for that property?

9 A \$200,012 or 14.

10 Q And have you sold -- Whose name was Squirrel titled
11 in?

12 A My name, sir.

13 Q And did you pay cash for the property?

14 A Yes, sir.

15 Q And did you sell it in 2010?

16 A Yes, sir.

17 Q How much did you sell it for?

18 A Over 300,000, sir.

19 Q All right. What did you do with those proceeds?

20 A I purchased another property, sir.

21 Q Where was that property?

22 A Sugar Pond.

23 Q Okay. Was that 2053 Sugar Pond Court?

24 A Should be.

25 Q And how much did you pay for that property?

- 1 A Around 400,000.
- 2 Q Did you pay cash?
- 3 A Yes, sir.
- 4 Q And was that from the proceeds of the sell of
- 5 Squirrel Lane?
- 6 A Yes, sir.
- 7 Q And was Sugar Pond in your name only?
- 8 A Yes, sir.
- 9 Q And do all of these purchases stem from Bulgarian
- 10 money?
- 11 A Yes, sir.
- 12 Q And money given to you as repayment?
- 13 A As repayment; yes, sir.
- 14 Q Okay. And did you sell Sugar Pond?
- 15 A Yes, sir.
- 16 Q And how much did you sell it for?
- 17 A Over 500,000.
- 18 Q Was it 590?
- 19 A Could be, sir.
- 20 Q 590,000. And what did you do with those proceeds?
- 21 A I purchased High Brook and Montibello, sir.
- 22 Q Is High Brook 1000 High Brook Drive in Waxhaw, North
- 23 Carolina.
- 24 A Yes, sir.
- 25 Q And did you pay \$196,000 for it?

1 A Yes, sir.

2 Q Did you sell it in 2011 for 267,000?

3 A Should be, sir.

4 Q Okay. And that property remained solely in your
5 name, correct?

6 A Yes, sir.

7 Q Then did you purchase at 5017 Montibello Drive in
8 Charlotte, a property for 292,000?

9 A Yes, sir.

10 Q And is it in your name only?

11 A Yes, sir.

12 Q Are you still occupying that residence?

13 A Yes, sir.

14 Q Does it have a value of, we are saying on the, of
15 \$401,900?

16 A Based on tax records; yes, sir.

17 Q Is that property solely in your name?

18 A Yes, sir.

19 Q And the proceeds used to purchase that property have
20 stem from buying and selling, but always originated from
21 your Bulgarian money and the money he repaid you?

22 A Yes, sir.

23 Q Do you consider this property to be nonmarital?

24 A Yes, sir.

25 MR. JONES: Ask the court's indulgence one moment,

1 Your Honor.

2 BY MR. JONES:

3 Q Now, there's another property listed down Ferguson
4 Meadows. When was Ferguson Meadow bought?

5 A 2009, sir.

6 Q And what was purpose of that purchase?

7 A That was solely to be for Anna, my daughter.

8 Q And when was it purchased?

9 A Some time in 2009.

10 Q Did you pay cash for it?

11 A Yes, sir.

12 Q I'm showing you what's been marked as Plaintiff's
13 Number Nine. Is this the HUD statement from the property
14 at Ferguson?

15 A Yes, sir.

16 Q And what was the source of funds used to purchase
17 this?

18 A Money from Bulgaria.

19 MR. JONES: Move to introduce by stipulation.

20 THE COURT: All right. That's the closing statement
21 for the purchase of that property. It will be admitted as
22 Plaintiff's Exhibit Number Nine.

23 (WHEREUPON, Plaintiff's Exhibit No. 9 was admitted
24 into evidence.)

25 BY MR. JONES:

1 Q All right. Now, the Bulgarian money, other than the
2 money set forth on the statement showing the cash you had
3 at the time of the marriage in the bank, and I think I've
4 asked you this before, but at the risk of repeating
5 ourselves, how much cash, Bulgarian cash, did you have at
6 the time of the marriage?

7 A Around \$50,000.

8 Q Now, how much money over the course of the marriage
9 was transferred to you from Bulgaria?

10 A Over \$200,000, sir.

11 Q Did the money come all at once?

12 A No, sir.

13 Q What was the purpose for the money?

14 A It was money given from parents and grandparents to
15 invest and my retirement, sir.

16 Q How did the money get here?

17 A When my mom was coming as well as my friends were
18 coming. Also when Anna was traveling to Bulgaria every
19 summer, sir, she was bringing them back for me.

20 Q In what increments would the money come back?

21 A \$10,000, sir.

22 Q In cash?

23 A Yes, sir.

24 Q Why \$10,000?

25 A Because that is the limit set for cash transfer

1 without declaration, sir.

2 Q So you can bring \$10,000 over here cash and it's not
3 reported?

4 A That's correct, sir.

5 Q And so how many trips back and forth from Bulgaria to
6 here were taken?

7 A Many, sir. Including Mr. Robinson, we went to
8 Bulgaria and brought cash back too.

9 Q Mr. Robinson was a vehicle to bring cash back as
10 well?

11 A Yes, sir. When he was traveling with me to Bulgaria,
12 sir, yes.

13 Q And how frequently did your mother come over here?

14 A Every year, sir.

15 Q And what about Anna going over there?

16 A Every summer, sir.

17 Q Did she always bring \$10,000?

18 A Yes, sir.

19 Q How frequently did you go to Bulgaria?

20 A Not very frequently.

21 Q Did other friends and family bring money over here?

22 A Yes, sir. A lot of my Bulgarian friends go to
23 Bulgaria every summer, sir.

24 Q Okay. And this money that came from Bulgaria, what
25 was the source of those monies? Where did they come from?

1 A There were several sources. One was money from my
2 own parents. Their savings given to us as part of
3 inheritance. Also, Anna's grandparents and Anna's dad and
4 also proceeds from my investment property in Bulgaria.

5 Q You have property in some Bulgaria?

6 A Yes, I do, sir.

7 Q Who manages it for?

8 A My mom does.

9 Q And does she send you the rental money?

10 A Yes, sir.

11 Q Was Mr. Robinson aware of all this coming over here
12 from Bulgaria?

13 A Yes, sir.

14 Q Now, in addition to the cash you had wire transfers,
15 correct?

16 A Yes, sir.

17 Q Let me ask you one thing. Towards the end of the
18 marriage, did you make an investment with some solar panel
19 company?

20 A Yes, sir.

21 Q And could you describe for the court what that was
22 about?

23 A It was a power company that was planning to bring
24 solar panels from China to US, sir.

25 Q And how much did you invest in it?

1 A Over 100,000, sir.

2 Q And what was the source of those monies you used to
3 invest?

4 A My investment money, sir.

5 Q What happened with the investment?

6 A Went down, sir.

7 Q When you -- What do you mean it went down?

8 A The business didn't took off. The money was lost.

9 Q Okay. Did you get any of your money back?

10 A No, sir.

11 Q Were you compensated in any way for that lost?

12 A Yes, sir.

13 Q How so?

14 A The money that I owed to one of the partners in the
15 company for Montibello was forgiven to me.

16 Q When you say you owed one of the partners in this
17 business venture money from Montibello, had he performed
18 work on the property at Montibello?

19 A Yes. The property was a distress property
20 foreclosure and required a lot of work which that person
21 performed for me, sir. And I already owed money then.

22 Q How much did you owe him?

23 A About 50- or 60,000, sir.

24 Q Did he excuse that debt by virtue of the investment?

25 A Yes, sir.

1 Q Losing money; going away?

2 A Yes, sir.

3 Q Okay. Now, in sum, you are seeking a divorce on the
4 grounds of habitual intoxication, correct?

5 A Yes, sir.

6 Q Are you seeking to have Messina and the four mobile
7 homes declared marital?

8 A Yes, sir.

9 Q And the liquid assets as set forth on the marital
10 assets addendum are just what they are. We've got them
11 set forth with accompanying statements, correct?

12 A Yes, sir.

13 Q And you are asking that Montibello and Ferguson be
14 declared nonmarital; is that correct?

15 A Yes, sir.

16 Q Are you seeking an award of attorney fees?

17 A Yes, sir.

18 Q Did you find it necessary to hire an attorney to
19 represent you in connection with these allegations of
20 habitual intoxication and the various aspects of the
21 property issues?

22 A Yes, sir.

23 Q Now, prior to me, were you represented by Matthew
24 Neimic?

25 A Yes, sir.

1 Q How much money in attorney fees did you pay him?

2 A Over \$3000 to him as far as I remember.

3 Q Okay. Are you seeking that the court take that into
4 consideration when determining the attorney fee award?

5 A Yes, sir.

6 MR. JONES: Would you want me to have this marked,
7 Your Honor?

8 THE COURT: Yes. Mrs. Creech, have you seen that?

9 MRS. CREECH: Yes.

10 THE COURT: All right. I'm have that marked as an
11 exhibit next in order.

12 (WHEREUPON, Plaintiff's Exhibit No. 10 admitted into
13 evidence.)

14 BY MR. JONES:

15 Q Are you seeking to require Mr. Robinson to pay your
16 attorney fees and cost?

17 A Yes, sir.

18 MR. JONES: Thank you. I would submit this as
19 Plaintiff's Number 10. Plaintiff rest. Well not rest,
20 but rest with this witness.

21 THE COURT: Well, what I'd like to do is take about a
22 10 minute break before we start the cross-examination.
23 We'll try to get that in before lunch.

24 MR. JONES: Yes, sir.

25 THE COURT: All right. We'll --

1 MR. JONES: And I cannot, during this break, I am not
2 able to speak with you.

3 MRS. MITEVA: Okay.

4 THE COURT: All right. Then, we'll be in recess for
5 about 10 minutes.

6 (Whereupon, a recess was taken.)

7 THE COURT: Mrs. Creech.

8 MRS. CREECH: Thank you, Your Honor.

9 CROSS-EXAMINATION

10 BY MRS. CREECH:

11 Q Mrs. Miteva, you testified that during the marriage
12 Mr. Robinson's drinking became a problem; is that correct?

13 A That's correct.

14 Q All right. Prior to the marriage, did he drink?

15 A Yes, he did.

16 Q Prior to the marriage, did he take ADD medication?

17 A Based on what he told me, yes.

18 Q When did you notice issues with his behavior with
19 your daughter?

20 A About the year of 2010.

21 Q And prior to that, how was his relationship with your
22 daughter?

23 A Seemed fine.

24 Q What specifically did you say to him to make him
25 aware of your concerns about his drinking?

1 A I did talk to him. And I asked him that I go with
2 him when he visits the psychiatrist that we're going to
3 discuss the matter together.

4 Q Was he ever sent to treatment?

5 A Not to my knowledge.

6 Q Did he ever have a DUI?

7 A I don't know what a DUI is.

8 Q Was he ever arrested for drunk driving?

9 A Not to my knowledge.

10 Q Was he ever arrested for assault or criminal domestic
11 violence?

12 A Not to my knowledge.

13 Q Was he ever arrested for public intoxication?

14 A Not to my knowledge.

15 MRS. CREECH: Your Honor, may I retrieve Plaintiff's
16 Exhibit, I believe it was one, Your Honor. The incident
17 reports. This one, thank you. May I approach the
18 witness?

19 THE COURT: Yes.

20 BY MRS. CREECH:

21 Q Mrs. Miteva, could you please look over this incident
22 report and tell me where you see the words alcohol or
23 drunk or anything referring to intoxication?

24 A I do not see the words. However, what I see is
25 husband has gone crazy. And this is result of his

1 combination of alcohol and prescription drugs which was
2 changing his behavior to this way.

3 Q Okay. And what you indicated when you read caller
4 states that her husband has gone crazy, is this the
5 narrative from your phone call to the sheriff's
6 department?

7 A This is what the sheriff's department sent me,
8 Mrs. Creech.

9 Q Okay. What does it state across the top there?

10 A It states narrative.

11 Q Okay. And on the second page, does it indicate that
12 there was a sheriff's deputy who went to the home?

13 A He did not went to the home. Mr. Robinson advised me
14 to be at the door, open the door and say that everything
15 is fine. And they never went into the home.

16 Q So they responded to your call, went to your home or
17 did not go into your home or speak with Mr. Robinson?

18 A That's correct.

19 Q He never spoke with your husband?

20 A No, they didn't.

21 Q Okay. You're sure about that?

22 A I'm absolutely sure about that.

23 Q On this case report, could you please tell the court
24 what the date is that you reported to the sheriff's
25 department this issue with the walking around nude?

1 A It says 10-29-2012.

2 Q When did you separate from your husband?

3 A 2011.

4 Q So why did you wait over a year to make an allegation
5 against your husband and his conduct around your daughter?

6 A Because I didn't know the process; how to do it.

7 Q Over a year goes by. It took you over a year to find
8 out how to do that?

9 A I was looking for somebody to advise me.

10 Q You're alleging that he's walking around nude in
11 front of your daughter. Did it not occur to you to
12 contact the police when that occurred?

13 A No, ma'am. I was so upset.

14 Q But yet, you've contacted the police on other
15 occasions when you were upset with Mr. Robinson, correct?

16 A That's correct.

17 Q To your knowledge, he's never been arrested for
18 anything, correct?

19 A That day, when the police came, if I let them in,
20 they would have arrested him. This is based on what
21 Mr. Robinson told me.

22 Q But you've testified that when the police showed up,
23 they didn't even speak to Mr. Robinson, correct?

24 A That's correct because he ran into the basement,
25 asked me to open the door and tell them that everything is

1 fine. Otherwise, if they come in, they will arrest him.

2 Q Can you identify this document for the court?

3 A Yes. This is my handwriting.

4 Q What does that state?

5 A That state that if something happens to my daughter
6 Anna, then Nick Robinson, expect him to be taking good
7 care of her and make good decisions and that is to be used
8 in Anna's best interest.

9 Q And you wrote this?

10 A I did write that.

11 Q That's your signature?

12 A That's my signature.

13 MRS. CREECH: Your Honor, can I have this marked as
14 Defendant's Exhibit?

15 THE COURT: Mr. Jones?

16 MR. JONES: No objection.

17 THE COURT: It will be Defendant's Exhibit Number
18 One. It will be admitted without objection.

19 (WHEREUPON, Defendant's Exhibit No. 1 was admitted
20 into evidence.)

21 BY MRS. CREECH:

22 Q So essentially, with that letter, you were indicating
23 that should something happen to you, you want your
24 daughter Anna to be cared for by Mr. Robinson, correct?

25 A That's correct. And that was the year 2009.

- 1 Q Okay. And does Anna have a living father?
- 2 A Yes, she does.
- 3 Q And she has a living grandmother?
- 4 A Yes, she does.
- 5 Q She travels Bulgaria and visits her family there,
- 6 correct?
- 7 A Every single summer.
- 8 Q Okay. During your testimony, you indicated that your
- 9 mother would visit from Bulgaria and bring cash, correct?
- 10 A That's correct.
- 11 Q And you stated that because of the communism, that
- 12 the banks weren't trusted in Bulgaria, correct?
- 13 A That's correct.
- 14 Q Okay. Isn't it true that on one occasion at least
- 15 when you and Mr. Robinson went to Bulgaria, that he
- 16 actually accompanied you to the bank to do a transfer from
- 17 the bank in Bulgaria?
- 18 A With Mr. Robinson, we did to go the bank. That was
- 19 my account. Not any of my parent's account.
- 20 Q How many times did your mother visit?
- 21 A Many.
- 22 Q From 2007 until the date of separation, how many
- 23 times did your mother visit?
- 24 A It should be every year.
- 25 Q How many times did Anna travel to Bulgaria?

- 1 A Every summer.
- 2 Q So from 2007 to 2011, if your mother traveled every
- 3 year, that will be how many visits?
- 4 A Five.
- 5 Q And if on Anna traveled to Bulgaria every year, that
- 6 will be how many trips?
- 7 A Five.
- 8 Q How old was Anna in 2007?
- 9 A She was -- She was 13. No. She was 10.
- 10 Q How old was she in 2008?
- 11 A Eleven.
- 12 Q Okay. And who accompanied her on these trips?
- 13 A Anna always traveled with alone because they provide
- 14 service accompany minor.
- 15 Q And when she returned from Bulgaria, is it your
- 16 testimony that she brought \$10,000 in cash at the age of
- 17 10 and 11 and 12 and 13?
- 18 A Yes.
- 19 Q Unaccompanied traveling by herself with \$10,000 in
- 20 cash; is this correct?
- 21 A Yes.
- 22 Q If your mother traveled, as you say, every year that
- 23 will be five trips, correct?
- 24 A Correct.
- 25 Q What's the maximum amount that somebody bring in?

1 A 10,000.

2 Q So that will be how many dollars?

3 A 50,000.

4 Q And if Anna traveled to Bulgaria every year?

5 A Correct.

6 Q And the maximum amount that she can bring back was
7 \$10,000 per trip, how much would that be?

8 A 50,000.

9 Q So that's a total of how much?

10 A A hundred thousand.

11 Q And Mr. Robinson stipulated that you've contributed
12 \$100,000 into these investment properties, correct?

13 A I don't know what Mr. Robinson has done.

14 Q Do you recall answering discovery requests in this
15 case? Do you know what I'm talking about when I say
16 discovery request?

17 A I was putting whatever Mr. Neimic told me to back in
18 2011.

19 Q Do you recall having to respond to questions that
20 were asked in writing by Mr. Robinson through counsel?

21 A I responded to what Mr. Neimic give me. I have not
22 been in touch with Mr. Robinson.

23 MRS. CREECH: Your Honor, may I approach the witness?

24 THE COURT: Yes.

25 BY MRS. CREECH:

1 Q Mrs. Miteva, can you identify for the court what this
2 document is?

3 A This is a request for response.

4 Q Is this your answers to interrogatories?

5 A Yes, ma'am.

6 Q Okay. And on page five, the bottom of page five,
7 number seven, what are you asked to do in response to
8 number seven? Just read the question.

9 A List any loans, gifts, advances or subsidies of funds
10 the plaintiff has received from any family members,
11 friends, social or business acquaintances over the past
12 five years including name, date of funds, amount of funds,
13 where the fund were used.

14 Q And on page six, at the top, could you read for the
15 court what your answer to that question was?

16 A Yes, sir. I wrote that in 2011, my mom gave us
17 \$6,000; 2010, 9000; 2009, 8; 2008, 10 and then another 10
18 from Anna's dad. 2007, seven from my mom and seven from
19 Anna's dad.

20 Q Okay. If you do the math quickly, I believe that
21 comes to \$57,000.

22 MRS. CREECH: Your Honor, may I have this marked as
23 Defendant's Exhibit Two.

24 THE COURT: Mr. Jones.

25 MR. JONES: I don't have a problem with it coming in,

1 but I thought what we did, if discovery comes in, then we
2 have to file it and not have it as an exhibit.

3 THE COURT: Well, you thought you had that agreement
4 with Mrs. Creech or --

5 MR. JONES: No. I just know if it's the proper
6 procedure because discovery is not filed with the court.
7 It's only filed if it's used for impeachment purposes. I
8 have no problem with it coming in. It's just I think the
9 method that it comes in --

10 THE COURT: I rather have it this way. Is that okay?

11 MR. JONES: That's fine with me. I just --

12 THE COURT: Okay. I rather have it as an exhibit.
13 It's easier for me to keep up with it.

14 MR. JONES: That's fine. Certainly no objection on
15 my part, Your Honor.

16 THE COURT: You're doing it as a page or are you
17 going to put in the whole document?

18 MRS. CREECH: Well, there's another question in here
19 as well, Your Honor, that I need to ask her. So I guess I
20 can put the whole document in.

21 THE COURT: Let just make an exhibit. Defendant's
22 Exhibit Two.

23 MRS. CREECH: Thank you, Your Honor.

24 (WHEREUPON, Defendant's Exhibit No. 2 was admitted
25 into evidence.)

1 MRS. CREECH: May I re-approach the witness, Your
2 Honor?

3 THE COURT: Yes.

4 BY MRS. CREECH:

5 Q While we're dealing with your responses to
6 interrogatories, could you please read on page nine
7 question number 14 what you were ask to provide?

8 A Set forth in detail any of plaintiff's financial
9 obligations whether individual, joint, or joint and
10 several including but not limited to mortgages conditional
11 sales, security agreement, contract obligations, financial
12 statements, promissory notes, judgment notes, and taxes
13 including the following: Name and address of each
14 creditor, home or obligation and date incurred,
15 consideration receive for the obligation, amount of
16 original obligation, rate of interest, description of any
17 security given and present and paid balance on the
18 obligation.

19 Q What was your response to that question?

20 A The plaintiff is in debted to Wachovia Wells Fargo
21 for the property 3722 Messina Road in Lake Wylie. The
22 balance of the mortgage is \$231,637.77. The rate of
23 interest is 4.375 percent. Annual.

24 MRS. CREECH: I like to ask to have this entered into
25 evidence if I haven't already.

1 MR. JONES: I don't know how to state this. I don't
2 know whether it comes in the form of an objection. I just
3 noticed something. Those discovery responses were not
4 verified. I didn't have anything to do with their
5 preparation. That was previous counsel. But being not
6 verified, that doesn't necessarily -- I mean, it can be a
7 problem with it being her answer. I would ask the court
8 to take that into consideration. Unless counsel has a
9 verification -- We don't have one.

10 MRS. CREECH: I don't have one either, Your Honor.
11 The interrogatories were submitted to Mrs. Miteva and
12 specifically was indicated that it should verified and
13 sworn. Discovery has been an issue in this case. We had
14 to do motions to compel. It my is belief that those
15 responses were prepared with her counsel based upon
16 information she provided to her counsel.

17 THE COURT: Well, I think she's bound by them if they
18 were signed by her and he was attorney of record whether
19 it was verified or not. He signed them, not her.

20 MR. JONES: With all due respect, I would disagree.
21 I think it's critical, here again, with all due respect,
22 Your Honor, that it be verified. I am not trying to
23 wiggle out of it, but I am just saying and I recognize
24 that it's discovery responses, but I think it does have a
25 bearing if they weren't verified because, bear in mind,

1 she has replaced her counsel.

2 THE COURT: Well, what I'll do is note that objection
3 and also note that their offered for impeachment; is that
4 right?

5 MRS. CREECH: Yes, Your Honor.

6 THE COURT: That's the purpose of them being offered.
7 But I will make some determination after I do some
8 research on Mr. Jones' objection. I guess you are
9 objecting to theirs.

10 MR. JONES: For purposes of impeachment since they
11 weren't verified; yes, sir.

12 THE COURT: All right. We will proceed.

13 MRS. CREECH: Thank you, Your Honor. May approach
14 and retrieve her financial declaration?

15 THE COURT: Yes.

16 BY MRS. CREECH:

17 Q Mrs. Miteva, you previously indicated this is your
18 financial declaration, correct?

19 A That's correct, ma'am.

20 Q And all the information on here is accurate, correct?

21 A Yes.

22 Q On page two, on the second page, there is a loan
23 indicated to Cotswold Homes with a balance of \$40,000; is
24 that correct?

25 A It's not to Cotswold Homes. It's from Cotswold

1 Homes.

2 Q Do you owe \$40,000 to Cotswold Homes?

3 A Yes, I do.

4 Q Okay. So there is loan that's held by Cotswold Homes
5 that you are saying that you owe in the amount \$40,000,
6 correct?

7 A Yes.

8 Q When did that loan come into being?

9 A Last year ma'am, 2012.

10 Q When did you separate from Mr. Robinson?

11 A 2011.

12 MR. JONES: Point of order.

13 THE COURT: Yes.

14 MR. JONES: This financial declaration was completed
15 by my instructions of current obligations.

16 MRS. CREECH: I understand that.

17 MR. JONES: Not date of filing because that was taken
18 care of on the MAA.

19 MRS. CREECH: May I continue with my questioning,
20 Your Honor?

21 MR. JONES: It was just for your edification the loan
22 balances of what exists are current.

23 THE COURT: All right. Well, I think that's an
24 appropriate statement to make that it is based on
25 current--

1 MRS. MITEVA: It is current, yes.

2 THE COURT: -- current circumstances. But
3 Mrs. Creech is entitled to point those things out to me in
4 her questioning.

5 MRS. CREECH: Thank you, Your Honor. May I approach
6 the witness?

7 THE COURT: Yes.

8 BY MRS. CREECH:

9 Q Mrs. Miteva, earlier did your attorney show you or
10 have you identify as the marital asset addendum that he
11 prepared?

12 A Yes, ma'am.

13 Q And on page two of your marital assets addendum, I'm
14 sorry, I believe it's page three, you also have the loan
15 with Cotswold Homes, correct?

16 A That's correct.

17 Q And you indicated that as of the date of filing, it
18 was not in existence, correct?

19 A That's correct.

20 Q Okay. And who is the, I guess -- Who do you know at
21 Cotswold Homes?

22 A It's a company.

23 Q And is Pavel Boldt associated with Cotswold Homes?

24 A He owns the company.

25 Q Okay. Mr. Boldt owns the company? Is this the same

1 individual that you indicated earlier forgave your debt
2 for work done on Montibello?

3 A It was he and his partner, ma'am.

4 Q Okay. Did you testify earlier that there was a debt
5 owed for work done on Montibello?

6 A That's correct.

7 Q And as a result of an investment that you made of
8 \$100,000?

9 A That's correct.

10 Q And that went south, that he forgive the loan,
11 correct?

12 A That's correct.

13 Q Okay. So in fact, you are not expected to repay that
14 \$40,000?

15 A I am expected to repay that \$40,000.

16 Q Then what did Mr. Boldt forgive?

17 A He forgive with his partner the money he put into
18 Montibello and they were not Mr. Boldt's money. He owned
19 a construction company as well.

20 Q When was this work on Montibello performed?

21 A It was performed immediately after Montibello was
22 purchased.

23 Q Why wasn't the loan in existence when you separated?

24 A Because I took the loan last year to be able to do my
25 personal expenses and support during my unemployment

1 period.

2 Q From Cotswold Homes? Is that a home builder company;
3 a company that builds home?

4 A That company does a lot of home related activities.

5 Q So what work did they perform on the home since the
6 date of filing?

7 A Since the date of filing, they have not performed any
8 work on the home.

9 Q Who is Pavel Boldt to you?

10 A He's acquaintance.

11 Q Acquaintance or a friend?

12 A What does the difference -- I'm sorry. I would
13 appreciate it if you would clarify on the difference
14 between acquaintance or a friend.

15 Q Do you consider Pavel Boldt a friend?

16 A Yes.

17 Q Have you and Pavel Boldt invested or discussed,
18 looked for properties; investment properties?

19 A That's my business. I'm the one who make the
20 decisions. Pavel Boldt is my contractor who does the
21 work.

22 Q And his wife is Nadejda Boldt, correct?

23 A I would guess so.

24 Q Do you know so?

25 A She was.

1 Q So they are not married anymore? Is that what you're
2 trying to say?

3 A Yes. She -- Nadejda Boldt should be his wife, that's
4 correct.

5 Q And what does Nadejda Boldt do?

6 A She's a real estate agent.

7 Q And was she also involved in your purchasing of these
8 properties?

9 A She's been used as real estate agent; that's correct.

10 Q And when you say she was your real estate agent and
11 this was your property, these were your properties, are
12 you saying that Mr. Robinson had no involvement in those
13 properties?

14 A No, he didn't have any involvement with those
15 properties.

16 Q He had no deals with the Bolts concerning those
17 properties?

18 A Not to my knowledge.

19 Q You never discussed the properties with him?

20 A I usually notify him if they make a decision.

21 Q The HELOC for two million dollars, the money that was
22 taken out of the home equity line of credit, you indicated
23 earlier that this money went to repay you by Mr. Robinson,
24 correct?

25 A That's correct.

1 Q Okay. Has he ever asked you about where the \$200,000
2 to repay the HELOC has done?

3 A He has asked me in 2011 when I already figured that
4 the marriage was not working.

5 Q So he asked you where the \$200,000 went to repay the
6 HELOC has gone, correct?

7 A Correct.

8 Q If he paid you back from money that he owed you with
9 that \$200,000, why would he ask you where the money to
10 repay the HELOC is?

11 A Mrs. Creech, this is a question for your client.

12 Q Were you surprised when he asked where the money is?

13 A Yes, I was.

14 MRS. CREECH: Your Honor, may I approach the witness?

15 THE COURT: Yes.

16 BY MRS. CREECH:

17 Q Mrs. Miteva, can you please identify for the court
18 what I've just handed you?

19 A This is e-mail from Mr. Robinson sent from personal
20 e-mail to my work e-mail where he's asking where the HELOC
21 money went. And it's dated June 22, 2011, a couple of
22 months before separation.

23 Q And what was your response to him?

24 A I did say that 200,000 came in Montibello.

25 Q So if he asked you where the money was and your

1 response was that it was Montibello, is that correct?

2 A That is what the e-mail says, yes.

3 MRS. CREECH: Your Honor, may I have this marked as
4 Defendant's Exhibit next in order?

5 MR. JONES: No objection.

6 THE COURT: All right. Well, then, that will be
7 three.

8 MRS. CREECH: Thank you, Your Honor.

9 (WHEREUPON, Defendant's Exhibit No. 3 was admitted
10 into evidence.)

11 MRS. CREECH: Your Honor, may I approach the witness?

12 THE COURT: Yes, sir.

13 BY MRS. CREECH:

14 Q Mrs. Miteva, can you identify which property this
15 settlement statement refers to?

16 A This is the purchase of property at 362 Squirrel
17 Lane, Clover, South Carolina 29710.

18 Q Is that the same property on Squirrel Lane that
19 earlier testified was your property that you purchased?

20 A Yes, ma'am.

21 Q Who does it indicate the buyer is?

22 A The buyer at the purchase date indicate Mr. Robinson.

23 MRS. CREECH: Okay. Your Honor, may I have this
24 marked as Defendant's Exhibit next in order.

25 THE COURT: What is that again?

1 MRS. CREECH: It's the settlement statement from the
2 purchase of the Squirrel Lane Property, Your Honor.

3 THE COURT: Thought we already have that?

4 MR. JONES: I didn't put it in yet.

5 THE COURT: You didn't? All right. That will be
6 marked as exhibit number four.

7 MRS. CREECH: Thank you, Your Honor.

8 (WHEREUPON, Defendant's Exhibit No. 4 was admitted
9 into evidence.)

10 BY MRS. CREECH:

11 Q Mrs. Miteva, do you recognize or know what that
12 documents is? Let me ask you this. Is that a deed for
13 Squirrel Lane?

14 A I don't recall seeing this document before,
15 Mrs. Creech. Give me a second to read through it.

16 Q Okay.

17 A Thank you. This is the registered deed from when
18 Squirrel was sold.

19 Q Okay. And on the last page, does it give a
20 description of the property that's being conveyed with
21 this deed?

22 A I do not see a description of property. I can read
23 aloud what the last page say.

24 Q Okay. I can point you to specifically what I'm
25 referring to is the Exhibit A, the derivation. Can you

1 read for the court derivation what that says?

2 A Derivation; being the same property conveyed to
3 Tzvetelina Miteva by Nicholas Andrew Robinson and a quick
4 claim deed dated 15th of January and recorded on the first
5 of February 2010 in book 11243 at page 177 York County
6 public registry.

7 MRS. CREECH: Thank you. Your Honor, may I have this
8 marked as defendant's exhibit next in line.

9 THE COURT: Is that signed by her?

10 MRS. CREECH: No, Your Honor, it's not.

11 THE COURT: She's not the seller?

12 MRS. CREECH: Wait a minute. Yes, she is actually.
13 She is the seller.

14 MR. JONES: I have no objection.

15 THE COURT: All right. Let's admit it as Defendant's
16 Exhibit Number Five.

17 (WHEREUPON, Defendant's Exhibit No. 5 was admitted
18 into evidence.)

19 BY MRS. CREECH:

20 Q So when Squirrel Lane was purchased, you indicated
21 earlier that Mr. Robinson had no involvement with these
22 properties, correct?

23 A That's correct.

24 Q Yet, he was the buyer at the closing and at one
25 point, he held title to that property, correct?

1 A That's correct.

2 Q Okay.

3 MRS. CREECH: Your Honor, may I approach the witness?

4 THE COURT: Yes.

5 BY MRS. CREECH:

6 Q Mrs. Miteva, is this the settlement statement for
7 Ferguson Meadows when that was purchased?

8 A This is purchase for the home. That's correct.

9 Q Who is listed as the buyer on that settlement
10 statement?

11 A Both me and Nicholas Robinson on this statement.

12 MRS. CREECH: Okay. Your Honor, may I have this
13 marked as Defendant's exhibit next in line.

14 THE COURT: All right. Number six.

15 (WHEREUPON, Defendant's Exhibit No. 6 was admitted
16 into evidence.)

17 BY MRS. CREECH:

18 Q Mrs. Miteva, is this a residential lease agreement
19 for Ferguson Meadows?

20 A Yes, it is.

21 Q And who is indicated as the landlord in the first
22 clause?

23 A He's indicated. However, he never hold the deed to
24 that property.

25 Q Who's indicated?

1 A It says Nicholas Robinson.

2 MRS. CREECH: Your Honor, may I have that marked as
3 Defendant's next in order?

4 THE COURT: Yes. That will be admitted as
5 Defendant's Exhibit Number Seven.

6 (WHEREUPON, Defendant's Exhibit No. 7 was admitted
7 into evidence.)

8 BY MRS. CREECH:

9 Q And Mrs. Miteva, can you please tell the court who's
10 listed as the buyer for Ferguson Meadows on the agreement
11 to buy and sell real estate?

12 A It say Nicholas Robinson and Dion Evans.

13 Q Dion Evans is who?

14 A Is the seller.

15 MRS. CREECH: Your Honor, can I have this marked as
16 Defendant's Exhibit Eight?

17 THE COURT: Tell me what it is?

18 MRS. CREECH: It's the agreement to buy and sale real
19 estate, residential real estate, for the property of
20 Ferguson Meadows.

21 THE COURT: Mr. Jones?

22 MR. JONES: No objection.

23 (WHEREUPON, Defendant's Exhibit No. 8 was admitted
24 into evidence.)

25 MRS. CREECH: Beg the court's indulgence, Your Honor.

1 BY MRS. CREECH:

2 Q Mrs. Miteva, when Mr. Robinson lost his job the first
3 time, I believe you indicated that you received a phone
4 call from him that day; is that correct?

5 A That's correct.

6 Q Did he receive unemployment?

7 A Months after that.

8 Q But he did receive unemployment for losing that job,
9 correct?

10 A Yes.

11 Q And at that time, was he also collecting rents from
12 his four trailer properties?

13 A From our four trailer properties.

14 Q Was he collecting rent from those trailer properties?

15 A He was collecting rent from the trailer properties.

16 Q You indicated that Mr. Robinson purchased the trailer
17 through credit card. Is that what your testimony was?

18 A Yes, ma'am.

19 Q At the time of marriage, at the date of marriage, he
20 still owed money on those credit cards. Is that what you
21 testified to?

22 A Yes, ma'am.

23 Q Do you remember who the credit card companies were?

24 A We have credit report of 10 pages if we can present
25 them, ma'am.

1 Q Do you remember who the credit card companies were?

2 A No. The credit cards were taken by Mr. Robinson.

3 Q Do you remember how much was owed?

4 A Based on the credit report, over hundred thousand.

5 Q Well, at the time when you got married and you were
6 giving him all that money to pay off these credit cards,
7 do you remember how much was owed?

8 A No, ma'am.

9 Q How do you arrive at \$200,000 in cash given to
10 Mr. Robinson? What's your math to get there?

11 A We can sit and do the math?

12 Q Yes, please.

13 A We have money I had prior to the marriage that I
14 brought into the marriage. Money.

15 Q How much was that money that you brought into the
16 marriage?

17 A It clear 40,000.

18 Q You don't know exactly how much it was?

19 A No, ma'am. At that time, I was not thinking that I'd
20 be sitting here today?

21 Q So \$40,000, you're testifying, cash you had at the
22 beginning of the marriage that you gave to Mr. Robinson,
23 correct?

24 A No, ma'am. I had \$40,000 in bank accounts prior to
25 marriage. And I had over 50,000 cash prior to marriage.

1 Q And where's the other \$110,000?

2 A Which --

3 Q You testified that you gave \$200,000 in cash to
4 Mr. Robinson. If you took \$40,000 in cash from your bank
5 accounts and you had \$50,000 in cash on hand, where's the
6 other \$110,000 to Mr. Robinson?

7 A To my recollection, personally calculated over
8 100,000 that that comes from Bulgaria over the course of
9 the marriage.

10 Q Which he stipulated to \$100,000. He's not contesting
11 that you gave him \$100,000 toward these properties?

12 A Okay.

13 Q On what dates did you give these moneys to
14 Mr. Robinson?

15 A I don't have the answer to that question. I was not
16 keeping up with that.

17 Q Why aren't you keeping track of the monies if you
18 consider them to be your moneys?

19 A Because we were family, ma'am. And I trusted him.

20 Q Trusted him to what?

21 A That we would live together until the end of life.

22 Q Is this your first marriage?

23 A No, ma'am.

24 Q When you gave him the monies that you testified that
25 you gave to him, did you expect him to repay you those

1 monies?

2 A Yes, ma'am.

3 Q Well, if you expected him to repay you the money, why
4 weren't you keeping track of how much money?

5 A Because I know ballpark.

6 Q You know a ballpark amount of the money that you gave
7 him?

8 A Correct.

9 Q So how would you know when it's satisfied?

10 A The ballpark?

11 Q Uh-huh. Yes.

12 A When he gets close to the ballpark.

13 Q What's close to the ballpark?

14 A What he repays me back.

15 Q How much would that be?

16 A If the ballpark is 200 to 300,000, then that's the
17 range.

18 Q How many different payments did you make to
19 Mr. Robinson?

20 A I have made payments in cash which in term of checks
21 as well as Mr. Robinson had full access to all the cash
22 that was brought into the household from Bulgaria.

23 Q But how many times did you actually give Mr. Robinson
24 monies?

25 A I don't have record of that.

1 Q You don't have a record of how many times or how much
2 you gave Mr. Robinson on each occasion?

3 A No, ma'am, I do not have record of that.

4 MRS. CREECH: May I have a moment, Your Honor?

5 THE COURT: Yes.

6 BY MRS. MITEVA:

7 Q Mrs. Miteva, on June the 22, 2011, did you withdraw
8 \$15,000 from Wachovia account?

9 A I don't know, ma'am. That's been two years back.

10 Q You don't recall \$15,000?

11 A I recall withdrawing money. I do not recall the
12 exact amount. Ma'am.

13 MRS. CREECH: Your Honor, may I have just a moment.
14 I hate to take the court's time, but I'm specifically
15 looking for -- May I approach the witness?

16 THE COURT: Yes.

17 BY MRS. CREECH:

18 Q Mrs. Miteva, can you identify for the court the
19 document that I just handed you?

20 A (No response.)

21 Q Is that a counter withdrawal from a bank?

22 A Is this slip for withdraw? It's not the check --

23 Q Is that your handwriting?

24 A This one is. Not the rest of it.

25 Q Can you read your handwriting?

1 A It says Tzvetelina Miteva, \$115,521.00.

2 Q And do you recall going to the bank and filling out
3 his counter withdrawal?

4 A June 22nd, 2011 --

5 Q What was the purpose for withdrawing \$115,000?

6 A This is the money I gave for the purchase of the
7 purchase of the solar batteries from China.

8 Q The what?

9 A The solar battery business we discussed with
10 Mr. Jones.

11 MRS. CREECH: Your Honor, may I have this marked as
12 exhibit next in order; Defendant's Exhibit next in order.

13 THE COURT: Mr. Jones?

14 MR. JONES: No objection.

15 THE COURT: All right. That will be admitted as
16 Defendant's Exhibit Number 9.

17 (WHEREUPON, Defendant's Exhibit No. 9 was admitted
18 into evidence.)

19 BY MRS. CREECH:

20 Q You withdraw that money to do what?

21 A To invest them in solar panels.

22 Q That's the investment you were talking about earlier?

23 A Yes, ma'am.

24 Q You didn't provide that money to Pavel Bolt for
25 purchase of a property in Cornelius, North Carolina?

1 A No, ma'am.

2 Q You're not familiar at all with a property on
3 Caldwell Rush in Cornelius, North Carolina?

4 A No, ma'am.

5 Q You have no knowledge of it?

6 A No, ma'am.

7 Q You never told Mr. Robinson that y'all purchased that
8 property?

9 A No, ma'am.

10 Q Would you be surprised to find out that your husband
11 was discussing that property with Mr. Bolt about the same
12 time that this withdrawal was made?

13 MR. JONES: Objection to the form of the question.

14 THE COURT: Sustained.

15 BY MRS. CREECH:

16 Q Did your husband have any dealings with Mr. Bolt that
17 you're aware of?

18 A My husband does not have any dealings with Bolt that
19 I'm aware of.

20 Q You and Mr. Bolt did not discuss purchasing a
21 property in North Carolina for \$115,000?

22 A No, ma'am.

23 MRS. CREECH: Your Honor, I know that you are waiting
24 to do a ruling on the discovery responses, but pending
25 that ruling, may I retrieve that?

1 THE COURT: Certainly.

2 MRS. CREECH: Thank you. May I approach the witness?

3 THE COURT: Yes.

4 MRS. CREECH: Thank you.

5 BY MRS. CREECH:

6 Q I'm on page six, interrogatory number eight. And in
7 interrogatory number eight, you're asked specifically
8 about Mr. and Mrs. Bolt, correct?

9 A Describe with specificity the business arrangement
10 with plaintiff has with Nadejda --

11 THE COURT: Mrs. Miteva, I'm going to get you to
12 stop. Would you read that same --

13 MRS. CREECH: Yes, Your Honor.

14 THE COURT: I was not able to hear it.

15 MRS. CREECH: Yes, Your Honor. Describe with
16 specificity the business arrangement the plaintiff has
17 with Nadejda Bolt, Pavel Bolt, Cotswold Homes, South
18 Charlotte Realty or Power High-Tech Incorporated whether
19 joint or separate.

20 THE COURT: You agree that's --

21 MR. JONES: I do.

22 THE COURT: All right.

23 MRS. CREECH: Your Honor, would you just like for me
24 to go ahead and read the response?

25 MR. JONES: If she can just go ahead and read the

1 response.

2 THE COURT: All right. Read the response as well.

3 MRS. CREECH: And the response was: The plaintiff

4 has used Pavel Bolt and his company Cotswold Homes as a

5 contractor in various construction projects. The

6 plaintiff has used Nadejda Bolt and the she works for,

7 South Charlotte Realty, in her capacity as a real estate

8 agent. The plaintiff has no association, personal or

9 business, with Power High Tech Incorporated.

10 BY MRS. CREECH:

11 Q Do you know what Power High-Tech Incorporated is?

12 A It used to be a joint venture set up for the solar

13 batteries company.

14 Q For the solar battery company?

15 A This is what I was told.

16 Q The one that you invested in?

17 A I give the money to Pavel Bolt to invest in solar

18 batteries.

19 Q When did you give --

20 A I wasn't aware --

21 Q When did you give him the money for the investment?

22 A In the December 2011 before my trip to Bulgaria.

23 Q Where does Anna attend school?

24 A Providence Day School.

25 Q And how much is her tuition?

1 A Around 25,000 annual.

2 Q And how is that paid? When is that due each year?

3 A We have one installment in February. And then
4 another installment during -- It's paid in three or four
5 installments over the year.

6 Q In August of 2011, were you in Bulgaria?

7 A Yes, I was.

8 Q And while you were in Bulgaria, was one of the
9 installments due?

10 A It was the seed money for her to start school. That
11 was for her first year of admission.

12 Q And do you remember how much money was due to
13 Providence Day School?

14 A It was over 10,000.

15 Q And how did you make that payment?

16 A Nicholas Robinson was here. He rejected to join us
17 to our trip. And I asked him to pay for that installment.

18 Q And did you tell him you'd pay him back?

19 A I didn't need to.

20 Q Why?

21 A Because we were still a family.

22 Q Like you were a family when you gave him money,
23 according to your testimony, at the beginning of your
24 marriage?

25 A Yes, ma'am.

1 Q When did you file this action for divorce?

2 A End of August of 2011.

3 Q How long after you returned from Bulgaria was this
4 action filed?

5 A Maybe a week after.

6 Q When did you first meet with Mat Neimic?

7 MR. JONES: Objection. Attorney/client privilege.

8 MRS. CREECH: Your Honor, I'm not going to ask what
9 he advised her. I'm trying to understand when she knew
10 she was filing for a divorce.

11 THE COURT: Objection overruled.

12 MRS. CREECH: Thank you, Your Honor.

13 BY MRS. CREECH:

14 Q When did you first meet with Mat Neimic?

15 A I don't remember. It was some time in August.

16 Q Before or after your trip to Bulgaria?

17 A After my trip to Bulgaria.

18 Q You met with an attorney and filed an action for
19 divorce within one week of returning from Bulgaria; is
20 that correct?

21 A One or two weeks after returning from Bulgaria,
22 that's correct.

23 MRS. CREECH: May I have a moment a, Your Honor?

24 THE COURT: Yes.

25 MRS. CREECH: Okay. I have no further questions,

1 Your Honor.

2 MR. JONES: Briefly.

3 REDIRECT EXAMINATION

4 BY MR. JONES:

5 Q Lina, when we were talking about these purchase
6 properties, there's been a lot of discussions about
7 purchase whether they were purchased by your husband.
8 Now, how were these properties purchased? They purchased
9 at an auction?

10 A Yes. The properties were purchased at foreclosure
11 auction.

12 Q Okay. And who attended those foreclosure auctions?

13 A I was attending foreclosure auctions.

14 Q Mr. Robinson attended the foreclosure auction for
15 Squirrel Lane?

16 A I sent him to the auction.

17 Q And why did you send him?

18 A Because I was working and he wasn't. And it takes
19 two hours of my day to attend them myself.

20 Q Okay. So he went to the auction and purchased the
21 property, correct?

22 A He bid on the property.

23 Q And he was listed as the purchaser in accordance with
24 the documents with Mrs. Creech?

25 A That's correct.

1 Q Now, subsequent to that, did he almost immediately
2 transfer the property solely to you?

3 A Yes, he did.

4 Q I'm showing you what's been marked as Plaintiff's 11.
5 Does this reflect the deed where he, almost within short
6 period of time, conveyed his interest in Squirrel Lane of
7 the purchase solely to you?

8 A Yes, sir.

9 MR. JONES: Move to introduce by stipulation.

10 THE COURT: What do you call that? That's a? Deed.

11 MR. JONES: Yes, sir. That's a quick claim deed.

12 MRS. CREECH: Your Honor, I have no objection, but
13 could I see that for one moment.

14 MR. JONES: Sure.

15 (WHEREUPON, Plaintiff's Exhibit No. 11 was admitted
16 into evidence.)

17 BY MR. JONES:

18 Q Now, the property we've been referring to as Ferguson
19 Meadows, that's always been in your name; hasn't it?

20 A Yes.

21 Q And that was a purchase made by you solely; wasn't
22 it?

23 A Yes, sir, for Anna; purely for investment for her.

24 MR. JONES: Thank you. Nothing further.

25 THE COURT: Recross, Mrs. Creech?

1 MRS. CREECH: Your Honor, briefly if I -- May I
2 approach?

3 THE COURT: Yes.

4 RECROSS-EXAMINATION

5 BY MRS. CREECH:

6 Q Mrs. Miteva, what's was the date purchase of Squirrel
7 Lane?

8 A It says December 4th.

9 Q Of what year?

10 A 2009.

11 Q And what's the date that quick claim deed was filed
12 transferring title from Mr. Robinson to you?

13 A The date was January 15, 2010 which is four weeks
14 after.

15 Q And what date was it filed?

16 A It was transferred January 15 and was filed
17 February 1st of 2010 and there are Christmas holidays in
18 between:

19 Q At auction when you bid on foreclosed properties --
20 Is going to the auction, is that an important part of
21 purchasing these properties?

22 A Yes. You purchase them at the auction.

23 Q You've already testified that you and Mr. and
24 Mrs. Bolt worked together on these properties, correct?

25 A I never said that.

1 Q Mrs. Bolt wasn't your realtor?

2 A Yes, but what I said is that I made the decisions of
3 what properties will be purchased, what remodeling will
4 put down and when and how they'll be sold.

5 Q So what was Nadejda Bolt's involvement in the
6 purchase of those properties?

7 A She didn't have involvement in the purchase of
8 properties.

9 Q You didn't discuss with her the properties prior to
10 making your decisions?

11 A I might consult her as a professional about potential
12 sale price.

13 Q In fact, the responses in your discovery in your
14 interrogatories were that she was your realtor and Pavel
15 Boldt and Cotswold Homes was your contractor, correct?

16 A That's correct.

17 Q Okay. So you worked with them in relation to these
18 properties?

19 A Mrs. Creech, when we purchased the property at the
20 foreclosure auction, you do not need a realtor. We have
21 the court that is the seller and what you need is an
22 attorney to close on that purchase. When you need the
23 realtor is when you sell the property.

24 Q And Nadejda Bolt was your realtor when you went to
25 sell these properties, correct?

1 A That's correct.

2 Q Okay. So she was involved with these properties in
3 your business with them, correct?

4 A That's correct.

5 Q And her husband was the contractor that you used for
6 those properties, correct?

7 A Most of the time.

8 Q Okay. Why would not send one of them to the auction
9 if Mr. Robinson had no involvement with these properties?

10 A Because they are not involved with the purchase of
11 the properties. They do the work.

12 MRS. CREECH: I have no further questions, Your
13 Honor.

14 MR. JONES: Nothing further.

15 THE COURT: All right. Thank you, Mrs. Miteva. You
16 may step down. It's 12:25. I think this would be a good
17 time to go to lunch and come back at 2:00 o'clock.

18 MR. JONES: That's fine with me. Can we leave our
19 stuff in here.

20 THE COURT: Yes. The courtroom will be locked and
21 secured.

22 MRS. CREECH: Thank you, Your Honor.

23 THE COURT: Thank you.

24 (Whereupon a lunch recess was taken. The proceedings
25 continued as follows:)

1 THE COURT: All right. I think we've got everybody
2 back in the courtroom. And before we take anymore
3 testimony, I am going to make a ruling or announce my
4 ruling on the question of the admissibility of the
5 defendant's exhibit number two which are plaintiff's
6 answers to interrogatories compounded by the defendant.
7 The objection was they weren't verified. And it is
8 correct that Rule 33(A) of the South Carolina Rule of
9 Civil Procedure do require that answers to interrogatories
10 be verified; that is, to take it under oath and made under
11 oath by the person who makes them. This particular set of
12 interrogatories was signed by Mr. Neimic was the attorney
13 of record for Mrs. Miteva. And Rule 11 also of the South
14 Carolina Rules of Civil Procedure -- Let me back up a
15 minute. That rule for the verification of interrogatories
16 is requires the statement to be made under oath just to
17 avoid what we've had come up here today and that is
18 possibly where the answerer or the person that answered
19 the interrogatories may later want to repudiate the
20 answers. So when they're made under oath, then that makes
21 that more or less impossible to do that. But in any
22 event, Rule 11 of the South Carolina Rules of Civil
23 Procedure has to do with the signing of pleadings by
24 attorneys and that rule states that the signature of an
25 attorney or a party constitutes a certificate by him that

1 he has read the pleading, motion or other paper that's to
2 best of his knowledge, information and belief has good
3 ground to support it. And that rule goes on to state that
4 the signature of an attorney is binding on the party. Or
5 there's case law to that affect in any event. So I think
6 that Rule 11 raises the signature that unverified
7 signature of an attorney to a different level from that of
8 a unverified signature of a party.

9 So having said all of that, the ruling is that
10 plaintiff's answers to interrogatories is offered as
11 Plaintiff's Exhibit Number two will be admitted for the
12 purposes of impeachment of the plaintiff's testimony.
13 Now, to the extent, Mr. Jones, that you would like to
14 question your client in anyway about these interrogatories
15 and her answers, I will allow you to do that before we
16 proceed if you want to.

17 MR. JONES: I am not going to do that at this time,
18 Your Honor.

19 THE COURT: All right. That's the ruling on the
20 interrogatories and then we're ready for another witness.

21 MR. JONES: The plaintiff would call Mack Brice to
22 the stand please.

23 WILLIAM BRICE, after being duly sworn, testified
24 as follows:

25 BY MR. JONES:

1 Q State your full name please.

2 A William Brice. I go by Mac.

3 Q Mac, are you a real estate attorney?

4 A Primarily real estate practice in York. We do a lot
5 of other things, but most of my practice is real estate
6 for 25 years.

7 Q And you've handled thousands of real estate closings?

8 A Probably 30,000 plus since I started doing it.

9 Q Do you know Lina Miteva?

10 A I do.

11 Q How do you know her?

12 A I've done a number of closings for her. Also for
13 Nick, but mostly more Lina.

14 Q Okay. Were you the closing attorney when she
15 purchased the following properties: Tiana Way, Ferguson
16 Meadows, Squirrel Lane and Sugar Pond?

17 A Yes. I was involved in all of those.

18 Q You closed those loans, correct?

19 A I don't close the purchases of them. They weren't
20 always loans. I think they were mostly cash purchases. I
21 close the transaction --

22 Q Do you have your file with you?

23 A I do. Any particular one you want?

24 Q Now, what was the nature of the funds used to close
25 those transactions?

1 A It came to me in the form of cashier's checks.

2 Q Okay. Were you aware of the nature of the monies?

3 A I had a number of conversations with Lina and
4 understood this money came from her family from overseas
5 with the benefit of her daughter.

6 Q Anna?

7 A Anna. I believe Anna's the correct name.

8 Q So all these purchases were cash?

9 A All these purchases were cash. I understood they
10 were investments that the family wanted to make for Anna.
11 That's what was told to me.

12 Q Was she concerned about these properties being
13 protected?

14 A She was. That's why she stands out. The fact that
15 she has such an unusual name which helps me to remember
16 her too. And of course, she has a very good personality.
17 She'd ask me incredible amounts of questions in the early
18 closings about title insurance, about money, about being
19 sure that it will be safe, about what would happen if I
20 made a mistake, what happen if the master in equity on the
21 deed make a mistake, what happen if the clerk's office
22 made a mistake. She was very gravely concerned that if it
23 was going to be safe, that the money will be safe. Not as
24 much the property, but that the money would be safe.

25 Q Did you ever learn the source of her concerns?

1 A Just it wasn't her money. It was the benefit of her
2 daughter, somebody else's money, her family's money. They
3 were probably looking to her pretty strongly to be sure
4 she made it was safe, the property she bought was safe and
5 the money wouldn't be lost and it would be there to
6 benefit Anna. Again, that was my understanding of what
7 these transactions were intended to do. We put owner's
8 title insurance on all of them to protect them.

9 Q Was there any questions as to her interest in these
10 properties?

11 A We probably discussed at one point that she was
12 holding them for benefit of her daughter who I gather was
13 a young minor, nowhere close to 18 at that point. We did
14 discuss the -- Effectively, she was a constructive trustee
15 for the property, that family can always hold her feet to
16 the fire you were holding as constructive trust for Anna.
17 It was their money. A Constructive trust is not a written
18 trust. It sort of deem by the circumstances that happen
19 when somebody acquires something for somebody else.

20 Q Now, these properties in question, were they
21 purchased at foreclosure proceedings at the courthouse?

22 A I think a couple of them are foreclosures. A couple
23 of them may have been purchased, maybe one from an
24 individual and one, I think, the foreclosing bank had
25 taken it back and then they purchased it from the HUD

1 basically who was the foreclosing bank. Sometimes people
2 by them on the courthouse steps. A lot of times, a lender
3 would actually bid it in and then immediately turnaround
4 and sell it through a realty company.

5 Q How does it work, the process, in terms of a
6 foreclosure sale at the courthouse?

7 A The general foreclosures are held on the first Monday
8 of every month. Judge Campbell does them. He's done them
9 as long as he's been a judge. They go through the master
10 in equity, 11:00 o'clock, first Monday of the month, he'll
11 have a list of properties determined ahead of time what
12 the maximum judgment that the lender is entitled to. And
13 offer them up for bid and usually bids will work their way
14 up. The highest bidder, if it's not the lender, is
15 required to present their name to the, usually Debbie, who
16 will usually take the name of the highest bidder. And
17 they're required to come up with five percent in cash or
18 cash equivalent that same day as a down payment usually
19 comply with the balance within 20 to 30 days. It varies
20 at foreclosure to foreclosure.

21 Q Now, these properties in question, were all of them
22 immediately put in Lina's name?

23 A I believe they were. Might have been one that went
24 through with Mr. Robinson's name first and I don't know if
25 any of them were jointly titled. I think most of them

1 were Lina's. One of them might had gone into Nick
2 Robinson and then over to Lina's.

3 Q Would that be him bidding on it?

4 A If his name was on the master's deed, yes.

5 Q Is the master's deed always the person who place the
6 bid?

7 A It doesn't have to be. Well, the person places the
8 bid, yes. It has to be the issue to whomever places a bid
9 because if they don't know you -- I mean, they know me if
10 I'm bidding for a client. But if they don't know you,
11 Judge Kimball will make you stop and say, Okay, come
12 forward and give Debbie your name and she'll tell you when
13 you should have money. So whoever actually raises their
14 hand last, they don't know them, they have to have that
15 person's name.

16 Q Is it customary for someone for purchasers to send
17 someone to auctions on their behalf?

18 A It is. It is and it isn't. I mean, it's gotten a
19 whole lot more common place for people who invest -- The
20 lenders don't ever show up. They usually have an attorney
21 bid for them. A lot of your institutional purchasers,
22 people who buy them on a regular basis, will have somebody
23 to go bid it in because they can't attend foreclosures in
24 two counties at the same time; first Monday at 11:00
25 o'clock in two counties. So you do have a number of

1 people that bid for other people.

2 Q Could you refer to your file on the Squirrel property
3 please. Now, who was the bidding person or agent?

4 A Well, the deed issued by the master's office went
5 into Nicholas Andrew Robinson for \$216,000. That would
6 have been the high bid.

7 Q That was the master's deed?

8 A That will be the master's deed. That doesn't
9 actually get issued until you tender all the money to
10 them. You may bid it, put five percent down, and if it
11 three weeks later that they pay the balance, that's when
12 they issue the deed. They only issue them when they
13 exchange for the balance of the funds.

14 Q Now, in your file, does it reflect that there was
15 within say three years of that transaction a quick claim
16 deed where he conveyed his interest in that property to
17 Lina?

18 A The deed to Mr. Robinson was recorded December 7,
19 2009. The quick claim deed was reported February 1, 2010.
20 So two and a half months, something like that.

21 Q So ultimately all of these properties, Tiana,
22 Ferguson, Squirrel and Sugar Pond were in Lina's name?

23 A All 4 them ended up -- I think all three of them went
24 into her name immediately. And then the last one, the
25 Squirrel Lane one, there was a delay. It went into

1 Mr. Robinson name and then fairly quickly later, I guess,
2 about a month and a half later, it went into Lina's name.

3 Q Now, did you also handle the closing or the refinance
4 of the house on Messina?

5 A I handled a refinance. I don't know if that's the
6 only refinance I did. But I handled a refinance for them;
7 yes, sir.

8 Q Okay. Would you get that file please.

9 A Messina?

10 Q Yes, sir.

11 A Okay. Got it.

12 Q On that refinance, who was the principal borrower?

13 A Principal borrower would be Lina Miteva. I think
14 she's the only borrower.

15 Q On that property?

16 A Yes. This particular closing on this property, she
17 was the only borrower.

18 Q Is there any reason for that?

19 A That was the only person that the lender qualified
20 for the loan and she's the only borrower.

21 Q Did the application --

22 A May I ask permission from your client to disclose
23 what's in the application.

24 MR. JONES: Your Honor, I don't know how we handle
25 this. He wants to ask permission for my client --

1 MR. BRICE: Unless the court instructs me to do it.
2 I mean, it's considered privileged. I'm just --

3 THE COURT: Well --

4 MR. JONES: We would waive it.

5 MR. BRICE: Well, if he waives it --

6 THE COURT: He waives it. All right.

7 MR. BRICE: Let's see. We generate a lot of
8 paperwork. We have both parties on here listed as -- We
9 have Mrs. Miteva as borrower and Nicholas Robinson as
10 co-borrower. But they're only showing for Mrs. Miteva as
11 borrower and they are showing no income for the
12 co-borrower. So I would have to assume that that's her
13 loan. Her income was the stream that they intended to
14 have paid it back from; her money.

15 BY MR. JONES:

16 Q Finally, any question in your mind that the
17 purchasing of these properties was for the benefit of her
18 daughter Anna?

19 A Really not. I feel like she was very convinced that
20 she had some duty to make sure that things were done
21 right. She questioned me very intensely. She questioned
22 me about entitlement insurance, questioned me about
23 property, she questioned me about deed. She was clearly
24 very concerned that this was a safe and investment. And
25 she said several times that this was for the benefit of

1 her daughter. And it wasn't her money, it was her
2 family's money. I don't know what family. She just told
3 me out of the country, family money, not hers, but for the
4 benefit of her daughter. I believe she was - I believed
5 her. I believe she was telling the truth. That's just my
6 opinion. But I was absolutely convinced she was telling
7 me the truth. I had no other reason for her tell me that
8 five or six years ago.

9 MR. JONES: I have no further questions.

10 THE COURT: Mrs. Creech.

11 MRS. CREECH: Thank you, Your Honor.

12 CROSS-EXAMINATION

13 BY MRS. CREECH:

14 Q Mr. Brice, did Nick Robinson ever say that these
15 properties were for Anna?

16 A I don't know if he did or didn't. I don't recall him
17 ever saying that specifically. But I don't think I saw
18 Nick as much I saw Lina.

19 Q So your understanding about the purpose of these
20 properties are based solely on the information from Mrs.
21 Miteva, correct?

22 A Yes. And my impression of things she said to me.

23 Q You have no first-hand knowledge of where these funds
24 came from?

25 A The funds would have come to me from local cashier's

1 checks from local banks. Where they came from prior to
2 that, I don't have any personal knowledge of other than my
3 understanding from her.

4 Q Her concern about the safety of her investment, was
5 that a unusual concern for somebody purchasing property?

6 A Yes. Most people -- Well, most people just sort of
7 assume -- I didn't know she was inexperienced with title
8 insurance purchasing. I wasn't sure why, but she
9 questioned me extensively on more than occasion I think
10 about how the process worked for the first purchase stand
11 out mostly to me. Some people don't care. Some people
12 aren't intelligent enough to ask. Some people aren't
13 intelligent enough to be concerned. And some people are
14 very concerned. Your cash purchasers are clearly more
15 concerned about title insurance, ownership, issues that
16 might come up and borrowers don't have as much tied up.
17 She was investing a good bit of money in these properties.

18 Q And they are cash purchases?

19 A Cash purchases. The refinance of -- There was a
20 refinance of a house. I don't know that they cashed out
21 money on that. I think it was a pure better yourself type
22 of refinance. But everything else was cash purchase. The
23 money came to me and no banks involved.

24 Q Based on the fact they were cash purchases, could it
25 be that her concerns with the security of these

1 investments was based on what, based on what you stated
2 earlier, that there were a lot of cash going into these
3 properties. Once it's there, if it's not secure, it's
4 gone as oppose to a mortgage-based purchase?

5 A She was pretty clear that it was -- Because she was
6 worried about protecting her family's money for her
7 daughter. She was pretty clear about that.

8 Q And she's the only source that you have that
9 information from?

10 A She is.

11 MRS. CREECH: Okay. No further questions, Your
12 Honor.

13 MR. JONES: Nothing further on redirect? And I'd ask
14 that he be excused.

15 THE COURT: Thank you, Mr. Brice. Any objection to
16 this witness being excused, Mrs. Creech?

17 MRS. CREECH: No.

18 THE COURT: Thank you, sir. You may leave the
19 courthouse.

20 MR. JONES: In conclusion, I'd like to go ahead and
21 introduce or submit to the court the original de bene esse
22 deposition which the court will ostensibly read and take
23 into consideration as part of my case.

24 THE COURT: All right. Tell me whose deposition it
25 is? This is a -- Just give me a little bit of information

1 about of what it is for the record.

2 MR. JONES: Yes, sir. This is the deposition of
3 Zlatka Miteva. This is the mother of my client. She is
4 Bulgarian. With great difficulty I would say, we have
5 found a Bulgarian translator/interpreter who attended the
6 deposition with Mrs. Creech and I and we took the de bene
7 esse deposition because that was a whole lot easier than
8 trying to present that in the courtroom with the -- It's
9 just a whole lot easier.

10 THE COURT: All right. So it's stipulated by both
11 parties that is the testimony of that witness.

12 MR. JONES: With direct and cross.

13 THE COURT: Direct and cross. And are there
14 objections in there that need to be --

15 MR. JONES: No, sir. We actually was resolved the
16 objection because they were only as to the form of the
17 question. We resolved them through the course of the
18 examination.

19 THE COURT: All right. Very good. We'll take that.
20 That becomes an exhibit, I believe. We'll mark that as
21 the next exhibit in order.

22 MR. JONES: It certainly streamlines the process.

23 THE COURT: I would agree. So that's exhibit number
24 12.

25

1 (WHEREUPON, Plaintiff's Exhibit No. 12 was admitted
2 into evidence.)

3 MR. JONES: And with that, the plaintiff rests.

4 THE COURT: Mr. Jones, are you -- You didn't present
5 any corroboration on the fault grounds for the divorce.

6 MR. JONES: It's in the deposition.

7 THE COURT: It's in this deposition. Okay. All
8 right, then. So Mrs. Creech.

9 MRS. CREECH: Yes, Your Honor, I would call Nasrin
10 Robinson.

11 NASRIN ROBINSON, after being duly sworn,
12 testified as follows:

13 DIRECT EXAMINATION

14 BY MRS. CREECH:

15 Q Ms. Robinson, could you please spell your first name?

16 A Nasrin. It's N-a-s-r-i-n.

17 Q And how do you know Nicholas Robinson?

18 A I was married to Nick for 13 years and I met him
19 around 34 or 35 years ago.

20 Q Okay. And do you have children with Mr. Robinson?

21 A Yes. We have two children.

22 Q How old are they?

23 A Twenty-four and 22.

24 Q Okay. And when were you divorced?

25 A In 1995.

1 Q What was the basis for the divorce? What was the
2 grounds for divorce?

3 A Cultural differences. We originally from Iran and
4 also we married when we were both very young. We are both
5 young. And just the changes that, as we grow up, we had.

6 Q Do you still see Mr. Robinson?

7 A Yes.

8 Q How frequently would say that you see him?

9 A Children's birthdays, graduations, and all the
10 functions that involve our kids, we do see each other.

11 Q Is there alcohol served at these functions?

12 A Yes, there is.

13 Q Have you seen Mr. Robinson drink alcohol at these
14 functions?

15 A Yes, he does.

16 Q Have you ever seen Mr. Robinson drunk at these
17 functions?

18 A No.

19 Q Did Robinson drink alcohol during his marriage to
20 you?

21 A Yes. He has -- Through the whole time that I've
22 known Nick, his consumption of alcohol, his drinking has
23 been the same.

24 Q In the 34 or 35 years that you've known him, have you
25 ever seen him to be drunk?

1 A No. I have not.

2 Q How would you describe the affect that alcohol has on
3 Mr. Robinson?

4 A He becomes quieter. He doesn't, you know -- He just
5 doesn't speak as much when he drinks.

6 Q Has he ever been argumentative or angry?

7 A No.

8 Q Has he ever acted in a inappropriate manner towards
9 your daughters?

10 A No.

11 Q Did he have the habit of walking about the house nude
12 when he's been drinking?

13 A No.

14 Q Do you know Lina Miteva?

15 A Yes, I do.

16 Q And when have you seen Mrs. Miteva?

17 A Only in the functions, you know, since they've got
18 married, at the functions that I see Nick, she was always
19 there with him.

20 Q And have you seen her consume alcohol at these
21 functions?

22 A Yes.

23 Q How would describe from your observations the way
24 alcohol affects Mrs. Miteva?

25 A From my observation, she gets her voice is not as

1 clear but speaking maybe a clear and louder. That's my
2 observation.

3 Q How would you characterize Mr. Robinson's manner
4 which he deals with his children in parental role; in a
5 disciplinary role?

6 A When we got divorced, the kids were five and seven.
7 And I worked weekends and he took care of the children.
8 The weekends they were with him. And I always was totally
9 comfortable at any time in terms of his parenthood with
10 the children, his responsibility, always really a big part
11 of their lives. And totally, I was comfortable and never
12 was worried about anything.

13 Q Did you ever observe him to yell or scream at the
14 children?

15 A No.

16 MRS. CREECH: Okay. Beg's the court's indulgence,
17 Your Honor.

18 BY MRS. CREECH:

19 Q How have you observed his drinking to have changed
20 when you were married to him to the times that you've seen
21 him drinking now?

22 MR. JONES: Objection. I don't think the witness is
23 going to be in a position to answer that since she only
24 saw him at social functions.

25 THE COURT: She's already answered that question one

1 time.

2 MRS. CREECH: Thank you, Your Honor.

3 THE COURT: She's already testified that his drinking
4 habits are the same over a period of time she's known him.

5 MR. JONES: Thank you, Your Honor.

6 BY MRS. CREECH:

7 Q Since you've known Mr. Robinson, have you known him
8 to take prescription medication for ADD?

9 A Yes.

10 Q And at the time that you were married to him, was he
11 taking prescription medication for ADD?

12 A Yes.

13 Q And he was drinking at that time?

14 A Yes.

15 Q Did you notice any impact or any change in his
16 behavior or demeanor as a result of that?

17 A No.

18 Q Have you ever been concern alcohol the effect of
19 alcohol seems to have on Mr. Robinson?

20 A No. I have not been worry about that.

21 Q What was your reaction or response when you heard
22 that he was defending an allegation of habitual
23 drunkenness?

24 A I was shock. I was shock because I have known Nick
25 most of my life. And he has been a responsible father and

1 responsible and morally good person. So I actually was
2 shocked by this.

3 BY MRS. CREECH: I have no further questions, Your
4 Honor.

5 THE COURT: Mr. Jones.

6 CROSS-EXAMINATION

7 BY MR. JONES:

8 Q How many times have you been in the home of
9 Mr. Robinson and Lina?

10 A Six or seven times.

11 Q When was that?

12 A I was on a couple of occasions, birthdays and three
13 birthday parties and other occasions when children have
14 been there.

15 Q So over a period of five years, you've been in there
16 home six times, correct?

17 A Over the period of five years, I'm trying to figure
18 back because I don't know the time that Lina -- I think
19 about five times, yes.

20 Q Okay. Over a five-year period?

21 A Yes.

22 Q And on those occasions, how long would you be there;
23 an hour or so?

24 A It depends. Sometimes maybe short. Sometimes the
25 last -- Can I go back to your question because the last

- 1 time, I'm trying to remember, the last time I was there
- 2 Lina was not there which was I think, yes, the last couple
- 3 of times I was, you haven't been there.
- 4 Q So --
- 5 A The different periods of time. I think when Lina has
- 6 been there, at the same as Lina, maybe I think it was one
- 7 or the parties.
- 8 Q So one or two parties when both of them were present
- 9 over a five-year period?
- 10 A Yes.
- 11 Q And that would be for an hour or so each time?
- 12 A Yes. Maybe two hours, yes.
- 13 Q So no more than five hours over five years were you
- 14 in there home when the two of them were there?
- 15 A Over at their home, yes.
- 16 Q Okay. And there was three or four other occasions or
- 17 two or three other occasions when you were in the home
- 18 when it was just Mr. Robinson?
- 19 A With the children or with other --
- 20 Q With the children present.
- 21 A Yes.
- 22 Q And that was a couple of hours?
- 23 A Yes.
- 24 Q So you haven't been in their home, whether she's been
- 25 present or not, for more than 10 hours over a five-year

1 period, correct.

2 A Yes, you can say.

3 Q Then how do you think -- How are you in a position to
4 determine what his level of alcohol consumption is when
5 the only times you've been around him is a collective 10
6 hour over a five-year period? Is it not you're basing it
7 on your history with him some 30 years ago?

8 A No.

9 Q How do you know?

10 A Because my children spend a lot of time with him and
11 I speak to my children about their time with their dad.

12 Q So it's not direct knowledge on your part. It's
13 information that you've gained through your children?

14 A Having to deal with him because I have two children
15 that he's very involved in their lives. So we speak
16 together frequently.

17 Q But the fact is your opinion is based in large part
18 on what you've heard from other people, not from your own
19 observations?

20 A And my observations would be not only the time in
21 their home, but the time that he has been over other
22 functions which may have not been at their home at our
23 home or at other places.

24 Q Well, let me ask you something. Now, when your
25 children were growing up, you said he was a good father?

1 A Yes, sir.

2 Q Were they in college at the time that he was married
3 to Lina?

4 A Yes, they were.

5 Q He paid for their college; didn't he?

6 A Yes, he did.

7 Q And he paid other expenses on their behalf; didn't
8 he?

9 A That's correct.

10 Q And in fact, he was paying a lot of expenses on their
11 behalf including college when he was not working and the
12 only person working was Lina Miteva?

13 A That's correct.

14 Q Thank you.

15 A But we also had a college fund for the kids.

16 Q But it didn't cover all of it; did it?

17 A It was a big sum.

18 Q But it didn't cover all of it; did it?

19 A Did it -- I'm sure that, you know, he -- We had
20 businesses that was, you know, money was taken --

21 Q He took care of the college; didn't he?

22 A Yes, he did. And also we did have savings for that.

23 Q The way you described him, he is a great guy?

24 A He is morally a very good human being, correct.

25 Q Why did you divorce him?

1 A We culturally -- I was born -- When I met Nick, I was
2 17. And I'm sure many women, when they get married before
3 30, they don't know things about themselves. Would I say
4 that we got divorced because of his drinking problem or
5 alcoholic thing or anything like that? No. Not at all.

6 MR. JONES: Thank you. I have further questions?

7 THE COURT: Mrs. Creech.

8 MR. JONES: Briefly, Your Honor.

9 REDIRECT EXAMINATION

10 BY MRS. CREECH:

11 Q In fact, do you believe Mr. Robinson has a drinking
12 problem?

13 A Do I believe Mr -- Does he have a drinking problem?

14 Q Right.

15 A No.

16 Q Have you ever seen him drunk in the 34 years you've
17 known him?

18 A No.

19 MRS. CREECH: I have no further questions, Your
20 Honor?

21 THE COURT: Thank you, Mrs. Robinson. You may step
22 down. You may be excused unless there's an objection.

23 MRS. CREECH: No objection.

24 MR. JONES: No objection.

25 THE COURT: You may leave the courthouse then,

1 Mrs. Robinson. Thank you for coming.

2 MRS. CREECH: Sofie Robinson, Your Honor.

3 SOFIE ROBINSON, after being duly sworn,
4 testified as follows:

5 DIRECT EXAMINATION

6 BY MRS. CREECH:

7 Q Ms. Robinson, how old are you?

8 A I'm 24. I'll be 25 in August.

9 Q Are you Mr. Robinson's oldest or youngest daughter?

10 A Oldest.

11 Q Are you currently in school?

12 A Yes, I am.

13 Q Where are you in school?

14 A I currently just finished my first year of optometry
15 school in Florida at Nova Southeastern University.

16 Q And where did you go to under graduate school?

17 A At UNC Chapel Hill.

18 Q When did graduate from Chapel Hill?

19 A 2011.

20 Q Do you understand the allegations that have been made
21 against your father in this divorce?

22 A Yes, I do.

23 Q What is your understanding of the allegation that
24 have was made?

25 A I was told that.

1 MR. JONES: Objection.

2 BY MRS. CREECH:

3 Q What is your understanding of the allegations?

4 A Okay. I understand that Lina is claiming habitual
5 drunkenness and there's --

6 MR. JONES: Objection again, Your Honor because --

7 THE COURT: She's not telling that as a truth. She
8 just telling that based on what someone told her.

9 MR. JONES: Well, that's the basis of my objection in
10 that's hearsay.

11 THE COURT: I understand. But I am going to let it
12 in based on my belief that she's not testifying as to the
13 fact that he's a drunk or not, just what she's been told.
14 I think that's admissible here. Go ahead Ms. Robinson.

15 MS. ROBINSON: That's all, I believe.

16 THE COURT: Let's get the question and the answer
17 again.

18 MRS. CREECH: Yes, sir.

19 BY MRS. CREECH:

20 Q What is your understanding of the allegation against
21 your father for a divorce in this case?

22 A For habitual drunkenness. That's all.

23 Q And what was your reaction to hearing that he was
24 being called a habitual drunk?

25 A Shock. I didn't even think it would get this far.

1 Absolute shock.

2 Q Have you seen your father drink alcohol?

3 A Yes.

4 Q Is that -- Let me phrase it this way. How long have
5 you been aware of the fact that your father drink alcohol?

6 A From as long as I've I known what alcohol is.

7 Q And have you ever believed that he drank too much
8 alcohol?

9 A My only concern with my dad drinking alcohol from
10 what I learned about alcohol and from what alcohol I
11 consume is that alcohol consumption isn't good for you and
12 your health in general. That is my only concern with my
13 dad's alcohol. I've never been worried about my dad's
14 alcohol consumption other than health-wise.

15 Q Have you ever observed a shift in his behavior or
16 personality when he drinks alcohol?

17 A Absolutely not.

18 Q How often, when your parents divorced, how often
19 would you see your dad?

20 A I would see my dad almost ever Sunday. And then I
21 would see him during the week for dinners.

22 Q And would he drink alcohol at those dinners?

23 A Yes. Usually, he would have a glass of beer.

24 Q And on Sundays, would he drink alcohol on Sundays?

25 A Yes.

1 Q Did you ever observe him to be drunk?

2 A No.

3 Q Did you ever observe him to become angry,
4 argumentative or belligerent?

5 A Absolutely not.

6 Q Growing up, when he would be in a position to have to
7 discipline you, were you ever afraid of his reactions to
8 you?

9 A No. Absolutely not. My mom was actually the harsher
10 punisher. My dad is not an angry person.

11 Q Have you ever been around both Nick and Lina when
12 there is alcohol?

13 A Yes.

14 Q Have you ever observed Lina to drink alcohol?

15 A Yes.

16 Q What was your observation of the affect alcohol had
17 on Lina?

18 A Significant.

19 Q Meaning how?

20 A Lina drinks alcohol, she gets loud. She slurs her
21 words. She's very difficult to understand. She's giggly.
22 And to be honest, I've never seen Lina drink in
23 moderation.

24 Q Have you observed any changes in your father's
25 consumption of alcohol over the years?

1 A No. I've always known my dad to drink the same
2 amount, same beer. My dad is very -- He's the same --
3 He's very predictable. My dad's -- There's nothing
4 shocking about my dad.

5 MRS. CREECH: All right. I have no further
6 questions, Your Honor.

7 THE COURT: Mr. Jones.

8 CROSS-EXAMINATION

9 BY MR. JONES:

10 Q How many years were you in college?

11 A I was four years at Chapel Hill and I've just
12 completed my first year at optometry school.

13 Q Okay. And your father has paid for your college
14 education; has he?

15 A Yes, he has, completely.

16 MR. JONES: Thank you. I have no further question?

17 THE COURT: Mrs. Creech?

18 MRS. CREECH: Nothing further, Your Honor.

19 THE COURT: Thank you, Ms. Robinson. You may step
20 down. If there's no objection, you may be excused.

21 MRS. CREECH: No objection.

22 MR. JONES: No objection.

23 THE COURT: And then I understand that we will now
24 adjourn for the day?

25 MR. JONES: Correct. What time would you like to

1 start in the morning, Your Honor?

2 THE COURT: Well, what time would you like to start?

3 MR. JONES: I think we're scheduled for 10.

4 MRS. CREECH: 9:30 or 10:00; whichever.

5 THE COURT: All right. Let me just look here and
6 see. Yes. So it will be 10. I've got other duties from
7 9:30 to 10:00. So we'll look for you at 10:00.

8 MR. JONES: Okay.

9 THE COURT: All right. Then we'll be adjourned until
10 tomorrow and we will be ready to start at 10:00.

11 MR. JONES: Thank you, Your Honor.

12 MRS. CREECH: Thank you, Your Honor.

13 (Whereupon, court was adjourned. The proceedings
14 continued on May 9, 2013 as follows:)

15 THE COURT: All right. Is everyone back and ready?

16 MR. JONES: Yes, sir.

17 MRS. CREECH: Yes, sir.

18 THE COURT: If so, then, I believe we are hearing
19 testimony from Mrs. Creech's witnesses.

20 MRS. CREECH: Yes, Your Honor.

21 THE COURT: All right. You may call your next
22 witness.

23 MRS. CREECH: Thank you, Your Honor. Don Pierman.

24 DON PIERMAN, after being duly sworn, testified
25 as follows:

DIRECT EXAMINATION

2 BY MRS. CREECH:

3 Q Mr. Pierman, how do you spell your last name?

4 A P-i-e-r-m-a-n.

5 Q Where do you reside?

6 A North Myrtle Beach, South Carolina.

7 Q How far is that from York County?

8 A From where?

9 Q From here? York County?

10 A Two and a half hours.

11 Q When did you come to York County for today's
12 testimony?

13 A Last night.

14 Q Okay. And are you returning to North Myrtle Beach
15 this morning?

16 A I am.

17 Q Okay. What is your occupation?

18 A I'm an electronic technologist, self-employed
19 engineer.

20 Q How long have you known Nicholas Robinson?

21 A Twenty-five years.

22 Q How did you meet him?

23 A I met him Greensboro. We met through mutual friends.

24 Q What was the circumstances under which you met him?

25 A We had a mutual friend and Nick was wanting to

1 immigrate to the US. And it was decided that we might be
2 a good match to work something out to do that.

3 Q And by match, what do you mean? What was it that
4 y'all were going to work out?

5 A Well, we were both engineering technologist and had
6 similar interests and we were going to put a business
7 together.

8 Q Okay. And so did you end up sponsoring Nick in his
9 immigration to the US?

10 A I did.

11 Q How long did that process take?

12 A Six years.

13 Q Was that unusual?

14 A Yes.

15 Q During those six years, did you frequently see and
16 work with Nick?

17 A Saw Nick, but Nick went back to the UK and he was
18 back there most of that time.

19 Q When he returned to the US, how often would you say
20 that you interacted or saw Mr. Robinson?

21 A For a period of time, maybe every four or five or six
22 months. Then it was more like once a year.

23 Q Where did he live when he came to the US?

24 A In Charlotte.

25 Q And where did you live?

1 A In Greensboro.

2 Q Okay. How often do you visit with Mr. Robinson?

3 A Maybe once a year.

4 Q Okay. Over the last 25 years when you and
5 Mr. Robinson would socialize, would there be alcohol
6 involved?

7 A Yes.

8 Q Would it be a regular occurrence for alcohol to be
9 involved?

10 A Yes.

11 Q Have you, over the years, noticed any change in the
12 manner in which Mr. Robinson consumes alcohol?

13 A No.

14 Q Have you ever observed Mr. Robinson to be drunk?

15 A No.

16 Q Have you ever had a cause to be concerned about the
17 alcohol that he drinks?

18 A No.

19 Q Have you ever noticed how alcohol affects him when he
20 drinks?

21 A No.

22 Q Is that no you haven't noticed or is there an effect
23 when he drinks alcohol?

24 A I don't think there's an effect.

25 Q Have you ever noticed or observed him to become angry

1 or belligerent or argumentative when he's drinking?

2 A No.

3 Q When was the last time that you saw Mr. Robinson?

4 A Last night.

5 Q Before that?

6 A Before that, maybe Sofie's graduation party.

7 Q Does -- Explained what happened at that party. Who
8 was at that party? What do you remember about that party?

9 A A lot of really good food. The party took place at
10 Nasrin's house. So Sofie and Zar was there. Nasrin and
11 her husband. Lina was there. There were a lot of people
12 there.

13 Q Okay. Was there alcohol there?

14 A Yes.

15 Q Was in Mr. Robinson drinking alcohol?

16 A Yes.

17 Q Did he become drunk?

18 A No.

19 Q Did he become angry or belligerent?

20 A Not that I saw.

21 Q Was Mrs. Miteva drinking alcohol? Mrs. Lina Miteva
22 drinking alcohol?

23 A I didn't notice.

24 Q Okay. Did you notice any interaction between her and
25 Mr. Robinson?

1 A She was not happy, very happy with him that night for
2 some reason. Or at least toward the tend of the night.

3 Q Okay. What prompts you to say that? What do you
4 remember about that event?

5 A I think more toward the end of the evening when
6 everybody was leaving, I think she had some words with him
7 about the car maybe, where it was parked or how it was
8 parked.

9 Q How did he seem to react to her concerns about the
10 car?

11 A I really didn't pay any attention.

12 Q Okay. Did Mr. Robinson and Lina Miteva visit you and
13 your wife at the beach --

14 A Yes.

15 Q -- with Mrs. Miteva's mother and her daughter Anna
16 and a friend?

17 A Right.

18 Q What do you remember about that occasion?

19 A When we went to dinner, the tension between the two
20 of them you can kind of cut with a knife. I think, there
21 was some, at least at dinner, there was some tension.

22 Q When you say there was some tension, was there
23 arguing?

24 A No, I don't think so.

25 Q Was Mr. Robinson being aggressive or belligerent

1 towards Mrs. Miteva?

2 A No.

3 Q Did observe any tension or anger from Mr. Robinson
4 towards Anna and her friend?

5 A No.

6 Q How did Mr. Robinson seem to interact with the girls
7 at dinner?

8 A There were times when I think he would want to pull
9 them into the conversations with the adults.

10 Q What were they doing at dinner?

11 A They were in their own little world, I think, with
12 their little electronic device. But they were with a
13 bunch of adults. And I didn't find that unusual.

14 Q Did he scold them or chastise them about being on
15 their electronic devices?

16 A I wouldn't say scold them. He was occasionally
17 trying to pull them into the adult conversation and I
18 don't think they were interested in doing that.

19 Q Was there alcohol being consumed at dinner?

20 A Yes.

21 Q And was Mr. Robinson drinking alcohol?

22 A Yes.

23 Q Did he become drunk?

24 A No.

25 Q Did he become angry or obnoxious?

- 1 A No.
- 2 Q Was Mrs. Miteva drinking alcohol?
- 3 A I think so.
- 4 Q On that trip to the beach, was there suppose to be a
5 party?
- 6 A My birthday party.
- 7 Q And when was that party to take place?
- 8 A New Year's Day.
- 9 Q And were Mr. Robinson and Mrs. Miteva suppose to
10 attend that party?
- 11 A Yes.
- 12 Q Did they?
- 13 A No.
- 14 Q When you heard that Mrs. Miteva was seeking a divorce
15 on the grounds of habitual drunkenness, what was your
16 reaction?
- 17 A I was shocked.
- 18 Q Why is that?
- 19 A I guess because I've never really seen Nick drunk.
- 20 Q Have you ever observed him to be aggressive or angry
21 in his mannerisms?
- 22 A No.
- 23 Q How would you describe, from your observation, his
24 relationship with Anna?
- 25 A I really haven't seen them together much. So I can't

1 answer that question directly. My conversations with Nick
2 over the phone over some years was that he had grown very
3 attached to her.

4 Q Did you ever observe any tension between them?

5 A No.

6 MRS. CREECH: I have no further questions, Your
7 Honor.

8 THE COURT: Mr. Jones.

9 CROSS-EXAMINATION

10 BY MR. JONES:

11 Q Forgive me, Mr. Pierman. How do you spell your last
12 name again.

13 A P-i-e-r-m-a-n.

14 Q So you would -- Would you consider yourself a very
15 good friend of Mr. Nick Robinson?

16 A Yes.

17 Q And you did a lot to help him get into this country?

18 A Yes.

19 Q But if I understood your testimony, you've only seen
20 him about once a year over the past number of years?

21 A That's correct.

22 MR. JONES: Thank you. I have nothing further?

23 MRS. CREECH: Nothing, Your Honor.

24 THE COURT: All right. Thank you, Mr. Pierman. You
25 may step down. Anyone wants Mr. Pierman to stay here?

1 MRS. CREECH: I don't.

2 MR. JONES: No, sir.

3 THE COURT: You may leave the courthouse if you
4 choose to do so.

5 MRS. CREECH: Shall I call my next witness, Your
6 Honor?

7 THE COURT: Yes.

8 MRS. CREECH: I call Nicholas Robinson.

9 NICHOLAS ROBINSON, after being duly sworn,
10 testified as follows:

11 DIRECT EXAMINATION

12 BY MRS. CREECH:

13 Q Mr. Robinson, how did you meet Lina Miteva?

14 A I met her at Wachovia bank. We were both working
15 there.

16 Q When was that?

17 A Around 2005.

18 Q Where were you living?

19 A In the Messina Road; 3722.

20 Q How long did y'all date in your relationship before
21 you got married?

22 A We dated probably about 18 months. I moved for a
23 period of about eight months to Deerwood in Maryland and
24 matched the other job with my company there. The intent
25 was to settle down there, but I just didn't like the

1 traffic. So Lina moved down and stayed and then we got
2 married.

3 Q Were y'all living together in Maryland?

4 A Yes.

5 Q Were you living together before you got married here
6 in this area? When said move down, where did y'all move
7 to?

8 A We moved to Messina Road?

9 Q And were you living together at that time?

10 A Yes.

11 Q When did you purchase Messina Road?

12 A In the end of July, 1999.

13 Q And how big was the home when you purchased it?

14 A It was just over a thousand square feet.

15 Q What was purchase price?

16 A It was around \$270,000.

17 Q Okay. Did you make any improvements to the home
18 prior to the marriage?

19 A I made significant improvements. I almost tripled
20 the size. It's now almost 3000 square feet. I completely
21 refurbished the garage, doubled it's size. I also built a
22 new deck and had a boat lift put in.

23 Q So Messina Road is on the water?

24 A It is.

25 Q Okay. After you and Mrs. Miteva got married, what

1 improvements were made to the home?

2 A There was some relatively minor painting that was
3 done. One of the bathrooms was upgraded. And then in the
4 March 2011 timeframe, I invested about \$30,000 to put a
5 totally new stairway and hardwood floors throughout about
6 80 percent of the house; 60. No, 80 percent of the house.

7 Q And who did the hardwood floors and stairway?

8 A A gentlemen called Alex Andromanic (phonetic). He's
9 a general contractor.

10 Q You were present for the deposition of Mrs. Miteva's
11 mother; is this correct?

12 A That's correct.

13 Q And do you recall her testimony about -- Well, let me
14 ask you this. Was she present or was she visiting when
15 these improvements, the hardwood floors and stairway was
16 being put in the home?

17 A I honestly can't recall. I don't believe so. I
18 don't believe so.

19 Q Do you recall her testimony during the deposition
20 about the hardwood floors and the stairway?

21 A Yes.

22 Q Do you recall her testimony that it's her belief that
23 her daughter paid for those improvements?

24 A It might be her belief but it's totally wrong.

25 MRS. CREECH: Your Honor, may I approach the witness?

1 THE COURT: Yes.

2 BY MRS. CREECH:

3 Q Mr. Robinson, can you identify for the court the
4 packet of documents that I just handed you.

5 A Yes. These are a series of checks, first of all, the
6 first page is the checks I made to Andromanic Construction
7 for the stairs and the hardwood floors. The second page
8 is checks that I paid to Eddie, and I can't remember his
9 second name, for the changes in the electronics before the
10 hardwood and the stairway was done. The third check is
11 when I wrote to pay Providence Day School on an interim
12 basis for Anna's fees.

13 Q Actually, let me have that third page back please.
14 And the attachment to these copies -- Is this a copy of
15 the carbon copies of the checks that you wrote?

16 A Yes, it is a copy.

17 Q Okay. And the attachments to this carbon copy of
18 checks, what are they?

19 A These are my bank statements.

20 Q Do they coincided with the dates and show the check
21 numbers coming out of this bank account?

22 A Yes.

23 Q And whose bank account is this?

24 A This is mine. Lina and I had basically a firewall
25 between our finances, our personal finances. We never

1 co-mingled money. So she had her account and I had my
2 account. We had both different obligations, for example,
3 my daughters were at Providence Day School. And so I had
4 obligation of about \$45,000 a year to pay which I always
5 paid myself. And we both had properties. She had two
6 properties and I had other properties as well. So we
7 never co-mingled.

8 MRS. CREECH: Your Honor, can I have this marked a
9 Defendant's Exhibit next in order?

10 THE COURT: That's the -- How many pages you got
11 there?

12 MRS. CREECH: Fifteen pages.

13 THE COURT: That's copies of checks?

14 MRS. CREECH: Yes, sir.

15 THE COURT: And bank statements.

16 MRS. CREECH: Yes, sir. Bank statements showing the
17 checks coming out.

18 THE COURT: Mr. Jones.

19 MR. JONES: I have no objection.

20 THE COURT: All right. That will be Defendant's
21 Exhibit Number 10.

22 MRS. CREECH: Thank you, Your Honor.

23 (WHEREUPON, Defendant's Exhibit No. 10 was admitted
24 into evidence.)

25 BY MRS. CREECH:

1 Q To your knowledge, did Lina ever pay -- To your
2 knowledge, did Lina ever pay any cash for these
3 improvements to the hardwood floors and the stairwell?

4 A The minor remodeling she paid for. I mentioned some
5 painting and one of the restrooms. But, which to say, is
6 not a lot of money. But the majority was -- The hardwood
7 floors, as I said, she never contributed. In fact, I
8 asked her and she refused.

9 Q Okay. Now, yesterday when Mrs. Miteva was
10 testifying, she indicated that you had been unemployed for
11 half the marriage. Do you recall that?

12 A I do.

13 Q Okay. In 2007, who did you work for?

14 A Ernest and Young.

15 Q And was there anything that happened during that time
16 that would have given Mrs. Miteva reason to think that you
17 were not employed?

18 A Yes. I think it was completely mis-characterized.
19 And it's understandable and I think that's where Lina's
20 mother misunderstood. The situation was I was
21 continuously employed by the company. I was actually
22 working with a client location and they lost their
23 contractor. Ernest and Young actually lost their contract
24 which actually is normal for accounting companies as they
25 transition. So my partners said to me basically--

1 MR. JONES: Objection.

2 BY MRS. CREECH:

3 Q When that contractor -- I'll re-ask. When that
4 contract ended, what did you do?

5 A I stayed in the house and I was asked to online
6 training. I sought additional certification, for
7 professional certification, and online training and caught
8 up with a lot of administrative work.

9 Q And how long were you between assignments?

10 A Can you rephrase?

11 Q How long before you were re-assigned to another
12 client location?

13 A The next assignment was back in Charlotte. So that
14 was part of the reason why we actually came back to
15 Charlotte. There was no more work in that client up in
16 DC.

17 Q Okay. And the time that or when that contract ended
18 with the on-site client, were you still employed by Ernest
19 and Young?

20 A Yes.

21 Q Were you still receiving compensation and income?

22 A Yes.

23 Q Okay. So do you consider yourself unemployed during
24 that time?

25 A No.

1 Q In January of 2009, did you become unemployed?

2 A Yes.

3 Q And you heard yesterday your wife testify that it was
4 her understanding that you were escorted out of the
5 building that day, correct?

6 A Correct.

7 Q And were you escorted out of the building?

8 A Yes.

9 Q And why was that?

10 A This is normal process. Corporate America has
11 frequently changes in management. And the new management
12 they basically slate clean or clear of people. And my
13 manager lost his job, several other managers lost their
14 jobs. And it was normal practice. I've seen it
15 previously with other people.

16 Q Normal practice to what?

17 A Unfortunately in corporate America.

18 Q What was normal practice?

19 A To terminate your employment and walk you off the
20 premises.

21 Q And as a result of losing that job, did you receive
22 unemployment compensation?

23 A Yes, I did.

24 Q Can you identify for the court what that document is?

25 A Yes. This is when I applied for unemployment

1 benefits I believe.

2 Q And the last page of that application, what is that?

3 A That's a statement on my behalf because the very few
4 boxes when you apply for unemployment benefits, it says
5 whether you were terminated. And I was asked to basically
6 create a chronologically summary of what actually occurred
7 and how my previous manager who had actually sponsored me
8 into the company had lost his job. And in a nutshell, I
9 was told even about year before this by the new management
10 that I was being paid too much and I would have to find
11 another job.

12 Q Okay. As a result of your unemployment application,
13 was it approved?

14 A Yes, it was.

15 Q Were you terminated for any misconduct?

16 A No.

17 MRS. CREECH: Your Honor, may I have this marked as
18 Defendant's Exhibit 11?

19 MR. JONES: No objection.

20 THE COURT: All right. That will be marked and
21 admitted as Defendant's Exhibit Number 11.

22 (WHEREUPON, Defendant's Exhibit No. 11 admitted into
23 evidence.)

24 BY MRS. CREECH:

25 Q When you were unemployed, did you have from

1 January -- And that is from January of 2009 to when? How
2 long were you not actively employed?

3 A I believe it was between 13 and 14 months.

4 Q Okay. And what was your monthly unemployment
5 compensation?

6 A If I recall, it was about \$1200 per month.

7 Q Okay. And did you have financial obligations that
8 you had to make every year?

9 A Well, I continued as I always have to pay mortgage,
10 basically everything to do with Messina Road. I paid
11 mortgage and taxes and utilities. I've always done that.
12 So that was -- And also had my daughters I had to pay for
13 as well.

14 Q And how did you pay for that while you were waiting
15 for unemployment benefits and dealing with a reduced
16 income?

17 A I paid it out of some of the savings I had in my
18 checking account. I was also receiving income from the
19 trailers I owned.

20 Q How much income a month would you say you were
21 receiving?

22 A That was about 2600 a month. If I do the math
23 correct. Yes, about 26 or 2400 a month.

24 Q Okay. Can you identify for the court this -- What
25 bank account does that reflect?

1 A That's my personal bank account with Wachovia bank.

2 Q What's the date on that?

3 A That's ending January 16, 2009.

4 Q Okay. What's the balance in your account?

5 A \$32,000.

6 Q Okay. And what is this statement? What does that
7 statement reflect?

8 A That's the same account and that is just before I
9 found the new job.

10 Q What's the balance on the account at that time?

11 A \$9000.

12 Q Okay. On second page --

13 THE COURT: Let me stop you just a minutes. Are you
14 going to put those things into evidence?

15 MRS. CREECH: I am, Your Honor.

16 THE COURT: Let's go ahead and do that understand
17 before you have him tell what they say. Are they all
18 coming in as one?

19 MRS. CREECH: They can if that suits the court. Or
20 if you rather have them separately, I can do that too.

21 THE COURT: Well, he testified about one on one date
22 and it had one balance. And then he had another date with
23 another balance. I'd at least ask -- How many do you
24 have?

25 MRS. CREECH: Two.

1 MR. JONES: I'd ask that you mark them separately.

2 THE COURT: Yes. Let's mark them separate.

3 MRS. CREECH: That's fine.

4 THE COURT: So we got a bank statement of January
5 16th, 2009 from Wachovia bank. If that comes in, that
6 will be number 12.

7 MR. JONES: I have no objection.

8 MRS. CREECH: And I'm sorry, Your Honor, I actually
9 do have another one. Not dealing with unemployment
10 benefits or the balance, but on different issue that I'm
11 fixing to introduce.

12 THE COURT: Okay. We've got Defendant's Exhibit
13 Number 12 that is the January of 16, '09 statement. So
14 let's get that one marked.

15 MRS. CREECH: Yes, sir.

16 (WHEREUPON, Defendant's Exhibit No. 12 was admitted
17 into evidence.)

18 MRS. CREECH: And then the February 17, 2010
19 statement, we have that marked as Defendant's Exhibit 13.

20 THE COURT: What's the date of it again?

21 MRS. CREECH: February 17th, 2010.

22 THE COURT: That's also a Wachovia Bank statement?

23 MRS. CREECH: Yes, Your Honor.

24 THE COURT: That will be Defendant's Exhibit Number

25 13.

1 (WHEREUPON, Defendant's Exhibit No. 13 was admitted
2 into evidence.)

3 BY MRS. CREECH:

4 Q All right. Mr. Robinson, the I believe it's actually
5 the third page of exhibit 12, could you identify for the
6 court where on the page -- Is there a automatic withdrawal
7 or payment to a mortgage reflected on that page?

8 A Yes, there is.

9 Q And who is mortgage to?

10 A Chase.

11 Q And is that the mortgage that you held in your name
12 prior to refinance?

13 A Yes.

14 Q Okay. And on the second exhibit, Defendant's Exhibit
15 Number 13, on the second page, is there an automatic
16 payment to a mortgage reflected that page as well?

17 A Yes, there is.

18 Q Are there other payments associated Messina Road
19 reflected on that page also?

20 A Yes. York Electric, a telephone bill with AT&T.

21 Basically, I paid throughout the whole marriage everything
22 except food.

23 Q What's the date on this statement?

24 A This is September 19th, 2011.

25 MRS. CREECH: Your Honor, may I have that marked as

1 Defendant's Exhibit 14.

2 MR. JONES: I have no objection.

3 THE COURT: All right. So this is 14 is what
4 statement?

5 MRS. CREECH: September 19th, 2011.

6 THE COURT: Is that also a Wachovia --

7 MRS. CREECH: Yes, sir. It's the same account with
8 Wachovia; yes, sir.

9 THE COURT: All right. That will be admitted without
10 objection.

11 (WHEREUPON, Defendant's Exhibit No. 14 was admitted
12 into evidence.)

13 BY MRS. CREECH:

14 Q Mr. Robinson, on page two, can you tell the court if
15 there are payments associated with Messina Road reflected
16 out of that account?

17 A Yes, it does.

18 Q And that was just after the date of filing of this
19 action; is that correct?

20 A Correct. Can I say that I always paid for the
21 mortgage.

22 Q Has Lina or Mrs. Miteva to your knowledge ever paid
23 the mortgage?

24 A No.

25 Q And has she ever deposited funds into your Wachovia

1 account that could have been used to pay the mortgage?

2 A Not that I can recall. Not that I can recall.

3 Q When the Messina Road was refinanced, Mr. Brice
4 yesterday testified that he handled the refinance and the
5 transfer of interest from one half interest from yourself
6 to Mrs. Miteva. Why did you transfer interest to Mrs.
7 Miteva.

8 A At the time, I didn't realize that I had. It was
9 just tactical move to basically I wanted to reduce the
10 mortgage. And at that time, unfortunately, I didn't have
11 an income adequate enough to justify the mortgage so it
12 was her income came in to supplement mine to get the
13 mortgage. He was also kind of part payment I had -- And
14 this was kind of unspoken, but I had help her get her
15 green card and it was like a balancing thing.

16 Q And what was the part payment; her assisting with --

17 A I thought it was just -- I didn't know the
18 consequences of this. That it will be drawn out in this
19 forum, you know. But because it was very clear from day
20 one that we needed to separate our incomes and our
21 financial affairs because as I said earlier, she had
22 addressed, I had lot of obligations. No way -- No way
23 would I have deeded or given that property to her.

24 Q Okay. Do you believe you could have had the home
25 refinanced without transferring title?

1 A I was told by the broker that --

2 MR. JONES: Objection.

3 THE COURT: Overruled.

4 MRS. CREECH: Go ahead.

5 MR. JONES: Well, may I inquire? My objection is on
6 the basis of hearsay. I would just ask the court --

7 THE COURT: Well, the question was what did he
8 believe.

9 MR. JONES: Well, forgive me. I thought what he said
10 what he was told.

11 THE COURT: Well, he said -- The question was what
12 did you -- Did you believe something and he said I was --
13 He was getting ready to say I was told. So --

14 MR. JONES: And that was the basis of my objection.

15 THE COURT: I understand. But I'm going to overrule
16 it on the basis he's not -- It's not being offered to
17 prove the truth of what he believed. He believed
18 something. So we'll hear what he has to say.

19 MRS. CREECH: Thank you, Your Honor.

20 MR. ROBINSON: I received an e-mail communication
21 from the broker indicating that it was necessary for me to
22 do a quick claim deed to put Lina on the property solely
23 just to --

24 MR. JONES: May I renew my objection and explain?

25 THE COURT: I don't think that will be necessary.

1 BY MRS. CREECH:

2 Q When you transferred title to Mrs. Miteva, was it
3 your intention to make this property marital? Did you
4 ever consider this property to be both of your property?

5 A No. No way at all. There was always tension in the
6 marriage and I think from both parties. And there was a
7 lit bit of distrust. I would have never done that.

8 Q Have you ever asserted any claim or interest to
9 Mrs. Miteva's properties that she holds in Bulgaria?

10 A No. And she also holds or held at the time the
11 property in Deerwood that, when she moved to Messina, she
12 represented. That was her property. She received income
13 from that. It was the unspoken word. We don't have
14 anything formal document, but as a wife and husband, it
15 was separate.

16 Q Okay. And your trailer properties, when did you
17 purchase those trailers?

18 A Specifically, it was in 2005/20006 timeframe.

19 Q Mr. Robinson, what is this document that I've handed
20 you?

21 A That's the summary of the four trailer homes that I
22 purchased.

23 MRS. CREECH: Your Honor, may I have that marked as
24 Defendant's exhibit 15.

25 THE COURT: And that's what?

1 MRS. CREECH: It is the summary of the trailer
2 properties and the dates purchased and sell price.

3 THE COURT: All right, Mr. Jones.

4 MR. JONES: I have no objection.

5 THE COURT: That will be admitted then.

6 (WHEREUPON, Defendant's Exhibit No. 15 was admitted
7 into evidence.)

8 BY MRS. CREECH:

9 Q When is the most recent purchase of those trailers?

10 A It will be the Golden Pond; 5253.

11 Q And what is date of that?

12 A 6/12/2006.

13 Q And what date were you married?

14 A November, 2007.

15 Q And where did you obtain the funds to purchase these
16 properties?

17 A I, as a condition of joining Ernest and Young, I had
18 to declare -- I had to divest myself of any interest in
19 any stock interest and share interest. So I actually
20 cashed in my Wachovia Preference stock which -- So those
21 funds were used to purchase the trailers.

22 Q You didn't purchase the trailers with credit cards?

23 A No.

24 Q Do you recall Mrs. Miteva's testimony yesterday that
25 when y'all became married, there was outstanding credit

1 card debt in your name that she paid off on your behalf?

2 A Yeah, I heard that.

3 Q And do you remember there being any outstanding
4 credit card debt in your name?

5 A No.

6 Q Was there outstanding credit card in your name?

7 A Not to any knowledge. I mean, there might have been
8 a small balance, you know, a few hundred dollars. But on
9 principle, I never carried a balance. I didn't like
10 credit cards to be honest.

11 MRS. CREECH: I beg the court's indulgence, Your
12 Honor.

13 BY MRS. CREECH:

14 Q Going back to the time period between January of 2009
15 and February of 2011, when you became unemployed, what did
16 you do about your unemployment?

17 A What was I doing?

18 Q Yes.

19 A I continue to certify myself. But also I was
20 interested in making money and I began to look at the
21 whole real estate foreclosure. The market was really what
22 Mr. Brice outlined, I got involved in and I began to look
23 at how we can buy properties and basically flip them.

24 Q Going back to your credentials, if you can explain to
25 the court for a moment what is it that you do?

1 A I'm a certified information system auditor. So I
2 help fortune 500 companies across the country ensure
3 compliance with regulations. In addition, I'm registered
4 with Reuters as an expert witness and I also write
5 periodicals including for the Dow Jones and American Bar
6 Association.

7 Q Is this one of the articles that you've written?

8 A That's correct.

9 MRS. CREECH: Your Honor, can I have this marked as
10 Defendant's Exhibit 16?

11 THE COURT: Mr. Jones?

12 MR. JONES: No objection.

13 (WHEREUPON, Defendant's Exhibit No. 16 was admitted
14 into evidence.)

15 BY MRS. CREECH:

16 Q Where was this article published?

17 A That's on the ABA site. On the American Bar
18 Association site.

19 Q When you lost your job in January of 2009, what steps
20 did you take to seek further employment?

21 A I decided after 35 years I wanted to become an
22 independent consultant. I knew I had to network a lot so
23 I reached out to a lot of colleagues in Bank of America
24 and Duke Energy and Wachovia/Wells Fargo. I registered
25 probably about four or five different placement companies

1 and recruiting companies. I established a website, a
2 blog. Basically a lot of networking.

3 Q Were you -- How much time would you say you spent on
4 average week building your network trying to put yourself
5 out as an independent consultant?

6 A I probably split the week half and half between
7 looking at real estate and, which proved beneficial, and
8 actually setting myself up as an independent consultant
9 and finding a pipeline of work.

10 Q So let's talk about the real estate. You started to
11 explain that. What prompted you to start looking at real
12 estate?

13 A It was just intuitive. I say, it was just looking at
14 the market and I started going down to the equity court to
15 learn the process. Initially did that by myself. I'd
16 looked through all the case studies. I looked at the
17 whole, basically looked at the process, the whole
18 foreclosure process. And my other eye was on properties
19 that were actually were going to go into foreclosure. And
20 I would drive around and look at all those properties and
21 create a short list.

22 Q A short list for what?

23 A Of potential properties to potentially buy them.

24 Q And you heard Mrs. Miteva testify about these
25 property investment yesterday, correct?

1 A Correct.

2 Q And how did she characterize your involvement?

3 A Minimal, if anything at all.

4 Q Do you believe that's accurate?

5 A I think it's absurd.

6 Q Why is that?

7 A Because I've materially participated in the vast

8 majority of those properties. I've actually found them.

9 I've worked on them. I've worked with Pavel Bolt who

10 Mrs. Miteva said was the contractor. I did some of those

11 properties. I did the plumbing, a lot of the electrics.

12 Q What was the first property you located that was
13 actually purchased?

14 A It was Tiana Way.

15 MRS. CREECH: Your Honor, may I approach?

16 THE COURT: Yes.

17 BY MRS. CREECH:

18 Q Could you identify for the court what I'm handing up
19 to you?

20 A Yes. That's a deed for Tiana.

21 MRS. CREECH: May I have this marked as Defendant's
22 Exhibit 17, Your Honor?

23 MR. JONES: No objections.

24 THE COURT: That's what?

25 MRS. CREECH: It's the deed on Tiana Way, Your Honor.

1 THE COURT: That will be admitted.

2 MRS. CREECH: Thank you, Your Honor.

3 (WHEREUPON, Defendant's Exhibit No. 17 was admitted
4 into evidence.)

5 BY MRS. CREECH:

6 Q What was the date of filing of that deed?

7 A February 23rd, 2010.

8 Q And who is given title in that deed?

9 A Mrs. Miteva.

10 Q And why was the title, when that property was
11 purchased, why was that placed in Mrs. Miteva's name?

12 A Because she provided all of the funds for that.

13 Q When you say all of the funds, what do you mean?

14 A It was I think around \$55,000. And at that time, I
15 didn't have any funds available myself.

16 Q This was during the time you were unemployed,
17 correct?

18 A Yes.

19 Q And what were your monthly obligations at that time?

20 A Primary one was to my daughters, say, in the region
21 of \$45,000. It was a private school. But also paying for
22 the house.

23 Q Can you identify that settlement statement? Which
24 property is that settlement statement for?

25 A That's for Tiana Way.

1 Q And what was the purchase price?

2 A I think 55.

3 MRS. CREECH: Your Honor, can I have this marked as
4 defendant's number 18?

5 MR. JONES: No objection.

6 THE COURT: Closing statement for Tiana Way?

7 MRS. CREECH: Yes, Your Honor.

8 THE COURT: That will be admitted without objection.

9 MRS. CREECH: Thank you, Your Honor.

10 (WHEREUPON, Defendant's Exhibit No. 18 was admitted
11 into evidence.)

12 BY MRS. CREECH:

13 Q Can you identify what I've handed up to you; that
14 document and the attachments?

15 A Yes. This is the pretty much detail accounting of
16 all the transactions that both Lina and myself made in
17 connections with a series of properties. Basically Tiana
18 started a trigger of us looking for properties; buying and
19 selling properties. So there was a lot of transactions
20 that were performed.

21 Q And the attachments; what are the attachments?

22 A Various different bank accounts statements.

23 Q Do they coincided to the numbers on the summary
24 showing the funds being moved?

25 A Yes, they do.

1 MRS. CREECH: Your Honor, may I have this marked as
2 Defendant's Exhibit number 18 (sic).

3 MR. JONES: No objection.

4 THE COURT: Everything in that clip?

5 MRS. CREECH: Yes, sir.

6 THE COURT: There's no objection from Mr. Jones, but
7 I believe it's 19.

8 MRS. CREECH: I'm sorry, 19.

9 (WHEREUPON, Defendant's Exhibit No. 19 was admitted
10 into evidence.)

11 BY MRS. CREECH:

12 Q Getting back to Tiana Way and the purchase price, it
13 was purchased for \$55,000, correct?

14 A Correct.

15 Q And on your summary, the first transfer is from and
16 IEG account to Wells Fargo account, correct?

17 A Correct.

18 Q In the amount of \$55,000?

19 A Correct.

20 Q And your testimony is that money came from Mrs.
21 Miteva, correct?

22 A Correct.

23 Q You don't dispute that?

24 A No.

25 Q Okay.

1 A And really, I think this was discussed yesterday, I
2 still maintain Lina did put in the region of 100,000 into
3 this joint business venture.

4 Q Can you identify what property that settlement
5 statement pertains to?

6 A That's Tiana Way.

7 Q Is that when it was sold?

8 A Yes.

9 Q And what was the sale price on that property?

10 A \$90,000.

11 MRS. CREECH: Okay. Your Honor, may I have this
12 marked as Defendant's next in order.

13 THE COURT: Mr. Jones, no objection?

14 MR. JONES: No, sir.

15 THE COURT: It will be Defendant's Exhibit Number 20.

16 (WHEREUPON, Defendant's Exhibit No. 20 was admitted
17 into evidence.)

18 BY MRS. CREECH:

19 Q So when y'all purchased Tiana, the funds for that
20 purchase came from Mrs. Miteva, correct?

21 A Correct.

22 Q Who found the property?

23 A I did.

24 Q Whose idea was it to start purchasing properties?

25 A Mine. I demonstrated to Lina that it was potentially

1 a lucrative business venture.

2 Q How did you view this purchasing of the property?

3 What was your understanding of what you and Mrs. Miteva
4 were doing?

5 A We were jointly investing in real estate for our
6 mutual benefit.

7 Q Did you believe that these properties or the plan to
8 buy properties was for the benefit of her daughter alone?

9 A What I believe was that if, in the unfortunate
10 situation that's occurred here, that we ever got divorced,
11 that we would equally split the proceeds from those
12 properties. Whatever Lina wanted to do with them, whether
13 she wanted to give it to her daughter or mother, it's
14 really very separate financially affect. But ultimately,
15 as I say, in worse scenario, we would split everything.

16 Q Did you believe that you had an interest in these
17 properties?

18 A Absolutely.

19 Q When Tiana Way was purchased, did it need
20 improvements?

21 A Yes.

22 Q What sort of improvements were necessary?

23 A There was some painting required, primarily was
24 installing new appliances. I installed a fridge and a
25 microwave and a range and also bring it up to speck

1 because we want to rent it which I then found the tenant
2 and used to manage the tenant basically. That
3 relationship.

4 Q How many tenants were in Tiana Way before it was
5 sold?

6 A One.

7 Q What was the next property that was purchased?

8 A It was, I believe, the Ferguson Meadow property; that
9 was shortly after.

10 Q And how was that property purchased? Where did the
11 funds come from.

12 A That came from Lina. I found it and negotiated it.
13 I think Lina re-negotiated the price. Maybe I -- No, I
14 think I did and I dealt with the realtor. She funded that
15 and I then subsequently managed that property for her and
16 rented it, found tenants until recently. Until the date
17 Lina left.

18 Q Okay. Ferguson Meadow has not been sold, correct?

19 A Correct.

20 Q What was the next property that was purchased?

21 A It was 362 Squirrel Lane.

22 Q Where did the funds come from to purchase that
23 property?

24 A Excluding myself.

25 Q Mr. Robinson, is this the settlement statement for

1 the purchase of Squirrel Lane?

2 A That is.

3 Q What was the purchase price?

4 A \$216,000.

5 Q And who is the purchaser listed on this statement?

6 A It's myself.

7 MRS. CREECH: Your Honor, may I have this marked as
8 Defendant's exhibit next in order?

9 MR. JONES: No objection.

10 THE COURT: Okay. That will be 21.

11 (WHEREUPON, Defendant's Exhibit No. 21 was admitted
12 into evidence.)

13 BY MRS. CREECH:

14 Q You indicated that the funds for that purchase came
15 solely from yourself. Where did you get those funds?

16 A I had, before leaving Bank of America, I had applied
17 for a home equity loan of I believe about \$220,000. That
18 was not used until the purchase of this property. So I
19 went down, went back to Bank of America and got a
20 cashier's check. And Mrs. Miteva and myself and Mr. and
21 Bolt all attended that proceeding in the equity court and
22 I bought that property and we went out and celebrated.

23 Q Is this a statement of your HELOC account?

24 A It is.

25 Q And what does it show the last date of funds

1 forwarded? What date is that?

2 A Last date forwarded -- I'm sorry.

3 Q Last advance date?

4 A Last advance date. It was November 25th, 2009.

5 MRS. CREECH: Okay. Your Honor, may I have this
6 marked as Defendant's next in order?

7 THE COURT: Tell me again what that is.

8 MRS. CREECH: It's the HELOC statement.

9 THE COURT: The home equity loan --

10 MRS. CREECH: Yes, I'm sorry. Home equity line of
11 credit statement.

12 MR. JONES: No objection.

13 THE COURT: That will be Defendant's Exhibit Number
14 22.

15 (WHEREUPON, Defendant's Exhibit No., 22 was admitted
16 into evidence.)

17 Q Mr. Robinson, can you identify that document?

18 A This is the cashier's check for \$208,000 I used.

19 Mr. Brice indicated yesterday that you have to pay -- You
20 have like 30 days to buy the property.

21 MRS. CREECH: Your Honor, may I have that marked as
22 Defendant's next in order.

23 MR. JONES: No objection.

24 THE COURT: All right. Admitted without objection.
25

1 (WHEREUPON, Defendant's Exhibit No. 23 was admitted
2 into evidence.)

3 BY MRS. CREECH:

4 Q Mr. Robinson, what's the date of closing when you
5 purchased Squirrel?

6 A December 4, 2009.

7 Q When you used your money from your line of credit to
8 purchase Squirrel, did you believe that that property was
9 being purchased solely for the benefit of Mrs. Miteva?

10 A No.

11 Q Was that property subsequently sold?

12 A Yes, it was. After extensive remodeling. It didn't
13 have a significant occupancy. So myself and Mr. Bolt
14 worked heavy on that property to bring it up to standard.
15 And that was within my, quote, unemployment period. So I
16 was not only looking for property furthering my business,
17 but also working on these properties.

18 Q Is this the settlement statement for when Squirrel
19 Lane was sold?

20 A Yes, it is.

21 Q What's the date of sale?

22 A May 14, 2010.

23 Q And what was the sale price?

24 A \$285,000.

25 MRS. CREECH: Your Honor, may I have this marked as

1 Defendant's exhibit next in order?

2 MR. JONES: No objection.

3 THE COURT: That's the closing statement?

4 MRS. CREECH: Yes, Your Honor.

5 (WHEREUPON, Defendant's Exhibit No. 24 was admitted
6 into evidence.)

7 BY MRS. CREECH:

8 Q When Squirrel Lane was sold, what did you anticipate
9 or expect would happen with the proceeds of the sale?

10 A At the time, Lina and I were really excited as were
11 Mr. and Mrs. Bolt. They don't have any funds to put into
12 this venture. But Lina and I were getting quite bullish
13 because now we've bought three properties and the last one
14 Squirrel we made a significant amount of money. So it was
15 basically this looks like a good business, let's continue
16 down the path. We both got a vested interest in this. We
17 both put money into this and let's continue. So we began
18 to partake and flipping properties and the funds from
19 closure would go to funds the next one.

20 Q Okay. Has any of the proceeds of the sales of these
21 properties been applied towards the outstanding home
22 equity line of credit balance?

23 A No.

24 Q Who's been making the payments on the home equity
25 line of credit?

1 A I have.

2 Q And what's the monthly payment of on the home equity
3 line of credit?

4 A Around \$530 per month.

5 Q You've made that payment since November of 2009?

6 A Exactly until today. It's due today.

7 Q Okay. What was the next property that was purchased?

8 A I believe it's the Sugar Pond property.

9 Q Okay. Who found that property?

10 A This was a transition. Mr. and Mrs. Bolt was
11 actually taking more or getting more involved. They had
12 learned in this business how to make the money. They
13 attended courts like I had, cross not only York County,
14 but Union County and Mecklenburg County. So they began to
15 kind of take the lead. So I believe it was Nadejda Bolt
16 who actually found this property.

17 Q Okay. And how was that property titled?

18 A I believe it's in Lina's name.

19 Q And why was that?

20 A It was logistic; solely logistic consideration in
21 that I then had a job actually trying to build up
22 independent consulting and I trusted her physically to
23 allow her to go to closing rather than -- I wouldn't need
24 to be involved basically.

25 Q And was Sugar Pond subsequently sold?

1 A Yes, it was.

2 Q Mr. Robinson, is this the deed to Sugar Pond?

3 A Yes, it is.

4 Q And what's the date of filing on that deed?

5 A 4/5/2010.

6 MRS. CREECH: Your Honor, may I have that marked as
7 Defendant's next in order?

8 MR. JONES: No objection.

9 THE COURT: What's the date?

10 MRS. CREECH: August 5, 2010.

11 THE COURT: All right. That will be admitted as
12 exhibit number 25.

13 (WHEREUPON, Defendant's Exhibit No. 25 was admitted
14 into evidence.)

15 BY MRS. CREECH:

16 Q Mr. Robinson, is this the settlement statement for
17 the purchase of Sugar Pond?

18 A Yes, it is.

19 Q And what was the purchase price?

20 A \$412,000.

21 MRS. CREECH: Your Honor, may I have that marked as
22 Defendant's next in order.

23 MR. JONES: No objection.

24 THE COURT: All right. That's exhibit number 26.

25

1 (WHEREUPON, Defendant Exhibit's No. 26 was admitted
2 into evidence.)

3 BY MRS. CREECH:

4 Q And is this the settlement statement from the sell of
5 that property?

6 A Yes.

7 Q And what's the sale price?

8 A 590,000.

9 MRS. CREECH: Your Honor, may I have that marked as
10 Defendant's next in order.

11 THE COURT: Tell me what Defendant exhibit number 25
12 was again.

13 MRS. CREECH: Twenty-five or 26, Your Honor?

14 THE COURT: Twenty-five.

15 MRS. CREECH: Twenty-five is the deed.

16 THE COURT: That's the deed?

17 MRS. CREECH: Yes, sir.

18 THE COURT: And 27 is a statement for that same sale;
19 is that right?

20 MRS. CREECH: No, sir. Twenty-six is the settlement
21 statement from when the property was purchased. And 27 is
22 the settlement statement from when they sold the property.

23 THE COURT: So 25 is a deed in to Mrs. Miteva?

24 MRS. CREECH: Yes, Your Honor, pursuant to the
25 purchase.

1 THE COURT: And the date on this exhibit is what?

2 MRS. CREECH: On 27, Your Honor?

3 THE COURT: Yes.

4 MRS. CREECH: August 3rd, 2010.

5 (WHEREUPON, Defendant's Exhibit No. 27 was admitted
6 into evidence.)

7 BY MRS. CREECH:

8 Q When Sugar Pond was sold, was any proceeds applied
9 toward the home equity line of credit?

10 A No. There's never been any proceeds.

11 Q What was the next property that was purchased?

12 A That was High Brook Drive.

13 Q And who found that property?

14 A Mr. and Mrs. Bolt.

15 Q And what involvement did you have with that property?

16 A Minimal. In terms of physical involvement, no.

17 Obviously, I was investing in it. During the purchase of
18 these properties, there was a lot of discussions between
19 the four of us. At that time, we had what seemed a
20 perfect business relationship.

21 MR. JONES: Objection.

22 THE COURT: On what grounds.

23 MR. JONES: Well, it's non-responsive -- It's not in
24 response to any question posed by Mrs. Creech. It's just
25 a statement he's volunteering.

1 THE COURT: Sustained.

2 BY MRS. CREECH:

3 Q Mr. Robinson, can you identify what property this
4 deed pertains to?

5 A It's talking about --

6 Q How many properties were located Union County?

7 A I believe one.

8 Q And which property was that?

9 A It would have been the Waxhaw property. So it would
10 have been the High Brook property.

11 Q Is that the deed for the High Brook property?

12 A I believe so.

13 MRS. CREECH: Your Honor, I'd like to have this
14 marked as defendant's exhibit next in line.

15 MR. JONES: No objection, but what number.

16 THE COURT: Twenty eight. It's called High Brook?

17 MRS. CREECH: Yes, sir.

18 (WHEREUPON, Defendant's Exhibit No. 28 was admitted
19 into evidence.)

20 MR. JONES: Bare with me a minute, Your Honor.

21 BY MRS. CREECH:

22 Q Mr. Robinson, is this the deed that was filed when
23 the property at High Brook was sold?

24 A I believe so.

25 Q And who are the grantors on that deed?

1 A It's Mrs. Miteva and myself.

2 MRS. CREECH: Your Honor, may I have this marked as
3 Defendant's next in order.

4 THE COURT: Mr. Jones, any objection?

5 MR. JONES: I don't object to the introduction of the
6 document, but would just point out that's a North Carolina
7 deed, not South Carolina wherein both parties are required
8 to be on that deed despite whether property was originally
9 granted to either or both or not. Because the previous
10 exhibit granted the property to Mrs. Miteva. This
11 particular deed transfers it out of both of their names,
12 but it's due to it being in North Carolina and not because
13 it was ever one half interest quick claimed to him?

14 THE COURT: Well, I'll take -- Unless Mrs. Creech has
15 an objection, I'll take judicial notice of the fact that
16 North Carolina recognizes doctrine of tenancy by it's
17 entirety. That's what you're talking about?

18 MR. JONES: That's what I'm talking about.

19 THE COURT: All right.

20 MRS. CREECH: I have no objection, Your Honor.

21 THE COURT: All right.

22 MRS. CREECH: Thank you.

23 (WHEREUPON, Defendant's Exhibit No. 29 was admitted
24 into evidence.)

25 BY MRS. CREECH:

1 Q Mr. Robinson, is this the settlement statement from
2 the purchase of High Brook?

3 A It is.

4 Q And what was the date of purchase?

5 A November 5, 2010.

6 Q What was the purchase price?

7 A \$195,480.

8 MRS. CREECH: May I have that marked as Defendant's
9 next in order, Your Honor?

10 MR. JONES: No objection.

11 THE COURT: It's number 30. That is admitted without
12 objection.

13 (WHEREUPON, Defendant's Exhibit No. 30 was admitted
14 into evidence.)

15 BY MRS. CREECH:

16 Q Mr. Robinson, is this the settlement statement from
17 the sale of High Brook?

18 A It is.

19 Q What's the date of sale?

20 A April 29, 2011.

21 Q What's the sale price?

22 A \$267,500.

23 MRS. CREECH: Your Honor, may I have that marked as
24 Defendant's next in order.

25 MR. JONES: No objection.

1 THE COURT: Defendant's Exhibit Number 31.

2 (WHEREUPON, Defendant's Exhibit No. 31 was admitted
3 into evidence.)

4 BY MRS. CREECH:

5 Q What was the next property that was purchased as part
6 of this business venture?

7 A The Montibello property. 5017 Montibello Drive.

8 Q And is that the property where Mrs. Miteva currently
9 resides?

10 A That's correct.

11 MRS. CREECH: May I have a moment, Your Honor?

12 THE COURT: Yes.

13 BY MRS. CREECH:

14 Q Mr. Robinson, is this the settlement statement from
15 the purchase of Montibello?

16 A It is.

17 Q And what was the purchase price?

18 A \$291,900.

19 Q What's the date of sale or purchase?

20 A July 21, 2011.

21 MRS. CREECH: Your Honor, may I have this marked as
22 Defendant's next in line?

23 MR. JONES: No objection.

24 THE COURT: Defendant's Exhibit Number 32.

25

1 (WHEREUPON, Defendant's Exhibit No. 32 was admitted
2 into evidence.)

3 BY MRS. CREECH:

4 Q Mr. Robinson, is this the deed for Montibello that
5 was filed pursuant to purchasing the property?

6 A It is.

7 Q What's the date of filing?

8 A Seventh of May, 2013.

9 Q I believe that's the certificate certifying. What's
10 the date of filing? It's usually at the top.

11 A April 21st, 2011, I believe.

12 Q Yes.

13 MR. JONES: No objection.

14 MRS. CREECH: May I have it marked as next in order.

15 THE COURT: That's the deed?

16 MRS. CREECH: Yes, Your Honor.

17 THE COURT: All right. That will be admitted as
18 Defendant's Exhibit Number 33.

19 (WHEREUPON, Defendant's Exhibit No. 33 was admitted
20 into evidence.)

21 BY MRS. CREECH:

22 Q Has that property been sold?

23 A The Montibello property?

24 Q Yes.

25 A No, it hasn't. Not to my knowledge.

- 1 Q Was it rented at one time?
- 2 A It was.
- 3 Q Who handled the renting of that home?
- 4 A Mrs. Miteva.
- 5 Q And to your knowledge, why was it no longer rented?
- 6 A Because I believe she moved into that property. In
- 7 fact, I know she moved into that property.
- 8 Q When the rents were being collected on that property,
- 9 where were they deposited to your knowledge?
- 10 A I presume in one of Lina's account.
- 11 Q Did any of the rents go to pay towards the home
- 12 equity line of credit?
- 13 A No.
- 14 Q Where did the funds to purchase Montibello come from?
- 15 A It was the home equity loan and basically the
- 16 proceeds of the previous sales.
- 17 Q Okay. Yesterday, you heard Mr. Brice testify that it
- 18 was his belief that Mrs. Miteva was very concern about the
- 19 security of her investment, correct?
- 20 A Correct.
- 21 Q She was -- He testified that she asked questions
- 22 about the title insurance and registration of deeds, etc.,
- 23 correct?
- 24 A Correct.
- 25 Q Did you provide title insurance for Montibello?

1 A It was a property insurance. I arranged for property
2 insurance.

3 Q And do you still provide the -- Not title insurance.
4 Do you still provide property insurance for Montibello?

5 A I don't believe so.

6 Q Okay. When you were providing property insurance,
7 how much did you have it insured for; do you remember?

8 A I can't remember exactly, but I believe it was in the
9 order of 450,000. I can't be too totally sure. I have my
10 records, but they are not here.

11 Q What do you believe the home is valued?

12 A I think it's valued probably about \$430,000.

13 Q Was there a time since the separation where the home
14 had no home owner's insurance; no property insurance?

15 A My broker called me I believe and told me --

16 MR. JONES: Objection.

17 THE COURT: What was the question?

18 BY MRS. CREECH:

19 Q Was there a time when the property did not have
20 property insurance.

21 A Yes. To my understanding, yes.

22 Q Okay. To your understanding, was property insurance
23 acquired?

24 A Yes.

25 Q Who acquired it?

1 A I acquired it through a broker.

2 Q Did it lapse?

3 A I believe.

4 Q Let me re-ask the question. At some point, did Mrs.
5 Miteva obtain property insurance for Montibello?

6 A Yes.

7 Q And to your knowledge -- Mr. Robinson, is that a copy
8 of the policy, the property insurance?

9 A Yes, it is.

10 Q On Montibello?

11 A Yes.

12 MRS. CREECH: Your Honor, may I have this marked as
13 Defendant's exhibit next in order?

14 THE COURT: Yes. I think that is a copy of the
15 policy?

16 MRS. CREECH: Yes, Your Honor.

17 MR. JONES: What number is that?

18 MRS. CREECH: Thirty-four.

19 (WHEREUPON, Defendant's Exhibit No. 34 was admitted
20 into evidence.)

21 BY MRS. CREECH:

22 Q Mr. Robinson, when you saw that policy, what stood
23 out to you about that home owner's property insurance?

24 A That it wasn't enough coverage.

25 Q How much coverage is provided in that policy?

1 A \$236,000.

2 Q Okay. You believe the home to be valued at \$430,000?

3 A Approximately.

4 Q You believe that property is part of a marital
5 venture?

6 A Without a doubt.

7 Q It's marital property?

8 A Absolutely.

9 Q What was the next property that was purchased as a
10 result of this business venture?

11 A It was a property on 1733 Caldwell Rush Circle.

12 Q Yesterday when Mrs. Miteva was testifying, she was
13 questioned about a withdrawal made in June of 2011 for
14 \$115,000. Do you recall that?

15 A I do.

16 Q And do you recall what her testimony was as to where
17 those funds went?

18 A I believe she testified in some kind of venture or
19 something to do with solar panels.

20 Q And who else was involved in that solar panel
21 venture?

22 A I believe it's Mr. Bolt trading under the name of
23 High Power Tech.

24 Q And what's your position about the \$115,000?

25 A Firstly, when she testified yesterday, that was total

1 news, very surprising to me. My understanding was that
 2 Lina had told me that we had purchased another property
 3 which was the Caldwell Property in Cornelius and that
 4 those funds had basically gone. We subsequently found out
 5 that those funds were -- I couldn't find out for sure
 6 basically whether those funds come out of Lina's bank
 7 account. So my belief, strong belief, that those funds
 8 were given to Mr. Bolt to purchase the property.

9 Q Prior to -- Let me ask you this: When did Lina tell
 10 you that y'all had purchased another property?

11 A Shortly before it was bought, I believe.

12 Q And prior to that, were you familiar or aware of this
 13 Caldwell Rush property?

14 A No.

15 Q Had you had any discussions or communications with
 16 Lina or with the Bolts about purchasing a property in
 17 Cornelius?

18 A Yes. After Lina told me, I had a dialogue with
 19 Mr. Bolt and I expressed some concern over the property
 20 because I didn't believe that it will be an adequate
 21 profit on that property. He re-assured me --

22 MR. JONES: Objection.

23 THE COURT: Sustained.

24 BY MRS. CREECH:

25 Q But did you understand at the time that you were

1 expressing your concerns that this was the Caldwell Rush
2 property?

3 A Yes.

4 THE COURT: Let me see what we got here. You got a
5 paper in your hand?

6 MRS. CREECH: Yes, Your Honor.

7 THE COURT: All right. Tell me what it is.

8 MRS. CREECH: This is the certified copy of the deed
9 substitute trustee's deed naming Pavel Bolt or giving
10 title to Pavel Bolt for the Caldwell Rush property, Your
11 Honor, and indicating the purchase price at \$114,486 dated
12 June 22nd, 2011.

13 THE COURT: And Mr. Jones.

14 MR. JONES: This is purely hearsay. What she's
15 trying to introduce is a deed from a Mr. Pavel Bolt who's
16 not here, who can't testify, who can't be cross-examined,
17 to a company we don't know whether this is -- I mean,
18 she's trying to make some link between -- It is being
19 introduced for the truth of the matter asserted to
20 establish that some property on Caldwell Road is marital.
21 Yet, we don't know what properties Mr. Bolt has. We don't
22 know anything about him.

23 MRS. CREECH: May I respond, Your Honor?

24 THE COURT: Go ahead.

25 MRS. CREECH: Mr. Bolt is a citizen of North

1 Carolina. As Mr. Jones is aware, we attempted do a
2 deposition in North Carolina of Mr. Bolt. Upon trying to
3 serve him with the subpoena for deposition, we were
4 informed out of the country. We are not able to access
5 Mr. Bolt. We are not able to compel him to appear here
6 today. This is an official document kept by the North
7 Carolina register of deeds pursuant to their rules and
8 their laws. It's not excluded from coming in. It's an
9 exception.

10 MR. JONES: May I be heard? I totally disagree. I
11 mean, just to introduce a deed from this individual and
12 she says, Well, we tried to take his deposition. Yeah,
13 two weeks ago. That's when they started trying to take
14 his deposition --

15 MRS. CREECH: That's not accurate --

16 THE COURT: Wait just a minute. I think the deed is
17 an official document. It's admissible. It's not subject
18 to hearsay objection I don't believe. It's sustainable.
19 So I wouldn't sustain it on that ground, on the hearsay
20 ground.

21 MR. JONES: I would like to conclude my statement
22 that she's had two years to take this gentleman's
23 deposition and she only elected to try to do it two weeks
24 ago, first of all. But secondly, I would respectfully
25 argue with you this is -- We don't know -- All we know

1 from this is that a man by the name of Pavel Bolt
2 transferred a piece of property to a power tech company.
3 That's all we know.

4 THE COURT: Well, I'm going to let it in. Mrs.
5 Miteva is the one that brought up Mr. Bolt. That's the
6 first time I ever heard of him. And --

7 MR. JONES: Well, I would just like my objection
8 noted for the record that this is just -- It shows this
9 court nothing.

10 THE COURT: Well, it may not, but I am going to let
11 it in. I think, as I said, I don't think it's subject to
12 exclusion under hearsay.

13 MRS. CREECH: Thank you, Your Honor.

14 MR. JONES: I would also tender a relevance
15 objection.

16 THE COURT: Overrule on that as well.

17 MRS. CREECH: Thank you, sir.

18 THE COURT: So tell me what we've got there again.

19 MRS. CREECH: This is the substitute trustee deed.

20 And I'll go ahead and have it marked as defendant's
21 exhibit next in order. It's dated June 22nd, 2011.

22 THE COURT: Spell the name of the property that it
23 covers. 1773 what?

24 MRS. CREECH: Caldwell Rush, Your Honor.

25 C-a-l-d-w-e-l-l, separate word, Rush Circle in Cornelius,

1 North Carolina.

2 THE COURT: All right. And that's Defendant's
3 Exhibit Number 35.

4 MRS. CREECH: Yes, Your Honor.

5 THE COURT: That's over Mr. Jones' objection.

6 MRS. CREECH: Yes, Your Honor.

7 (WHEREUPON, Defendant's Exhibit No. 35 was admitted
8 into evidence.)

9 BY MRS. CREECH:

10 Q Mr. Robinson, the deed we just had marked as
11 Defendant's Exhibit 35, who does it transfer title to?
12 Does that give title to Pavel Bolt?

13 THE COURT: The deed speaks for itself. This witness
14 doesn't really know anything about it. I'm letting it in,
15 it's in. He can't testify about it.

16 MRS. CREECH: Thank you, Your Honor.

17 BY MRS. CREECH:

18 Q Who is Pavel Bolt to Power High Tech, Incorporated?

19 A It's one of the companies that Pavel Bolt registered
20 in North Carolina.

21 MR. JONES: Objection and move to strike without --
22 There's no proper foundation for him being able to provide
23 that answer.

24 MS. ROBINSON: I looked --

25 THE COURT: Wait just a minute. I don't know what we

1 got here: You're trying to introduce another document?

2 MRS. CREECH: Yes, Your Honor, but I'm trying to --
3 And arguably, I don't need to because I believe Mrs.
4 Miteva's testimony yesterday, she indicated that Mr. Bolt
5 is the owner of Power High Tech, Incorporated in response
6 to questions asked of her about her discovery responses
7 where she was specifically asked about any personal or
8 business relationships with Power High-Tech Incorporated
9 to which her response was none. And that's the company
10 with the solar panels that she indicated she invested
11 with.

12 THE COURT: All right. So do we need to put this
13 document in?

14 MRS. CREECH: Yes, Your Honor. This is another deed
15 transferring Caldwell Rush from Power High-Tech to Dennis
16 Schurt (phonetic) who purchased the property from Power
17 High-Tech.

18 MR. JONES: I object again. Now, we're getting down
19 a path here --

20 THE COURT: Well, tell me where you are going with
21 that? What's that go to do with anything here?

22 MRS. CREECH: Well, clearly, I mean, we are not
23 trying to hide anything here. Our position is that the
24 \$115,000 roughly that was taken out of the Wachovia
25 account on June 22nd of 2011 was given to Mr. Bolt for

1 purchase of Caldwell Rush on that same day. Therefore,
2 there were marital funds, proceeds --

3 THE COURT: What's this deed got to do with it?

4 MRS. CREECH: This is where that property was then
5 sold in the same manner as the other properties through
6 the business venture. And there were proceeds from that
7 sale. I'm trying to establish the trend.

8 MR. JONES: I mean, we are getting far-field here
9 now. Now we've got, you know, this corporation selling a
10 piece of property --

11 THE COURT: All right. I'm going to let it in, you
12 know, I think it's relevant to the discussion.

13 MRS. CREECH: Thank you, Your Honor.

14 MR. JONES: Well, over my objection, because I mean,
15 she's getting into just stuff that don't matter.

16 THE COURT: Well, I think it does matter. I'm going
17 to let it come in as evidence of what she's says.

18 MRS. CREECH: Thank you, Your Honor.

19 THE COURT: So that's going to be number 36. That's
20 from -- What's the name of the company again?

21 MRS. CREECH: It's Power High-Tech.

22 (WHEREUPON, Defendant's Exhibit No. 36 was admitted
23 into evidence.)

24 BY MRS. CREECH:

25 Q Mr. Robinson, can you tell me what website or where

1 this information I've just handed you comes from?

2 A This is a public site for Mecklenburg County, I
3 believe.

4 Q And what does it indicate -- What property is it
5 dealing with?

6 A Same property. 17344 Caldwell Rush.

7 Q Does it show the dates of sell of those properties or
8 of that property?

9 A Yes.

10 MR. JONES: Objection.

11 THE COURT: Tell me what you've got there again?

12 MRS. CREECH: It's the online Charlotte, Mecklenburg
13 County public records real estate look up where the county
14 keep records of properties and provides information about
15 the dates of sale, the sale price, who it was transferred
16 to.

17 THE COURT: What's your objection to it, Mr. Jones?

18 MR. JONES: Well, I mean, just because it's on the
19 internet, it doesn't make it true.

20 THE COURT: I thought y'all told me you had all these
21 documents worked out?

22 MR. JONES: We did, but I'm getting a couple of
23 curves here at the end on these things. No, same thing,
24 hearsay. I mean, this is just -- I mean, I'm not allowed
25 to be able to cross-examine anybody on anything on all

1 this stuff she's putting in on this Caldwell thing by
2 these phantom people out there and entities --

3 THE COURT: Well, Mr. Bolt is not a phantom person.
4 Like I said, you're client is the one who brought him up.

5 MR. JONES: But she's had access to him for two years
6 and she's done nothing.

7 MRS. CREECH: Your Honor, I've had no access to this
8 gentleman --

9 MR. JONES: Yes --

10 THE COURT: Wait. Wait a minute. That's not the
11 point here. But I don't know that I can let that in over
12 the objection if it came off the internet.

13 MRS. CREECH: Even if it came from the county
14 website?

15 THE COURT: Well, if Mr. Jones is going to object, I
16 would sustain that on the grounds that the authenticity of
17 things that allegedly come off the internet is always
18 suspicious. It can be proved some other way, some more
19 reliable way as well.

20 MRS. CREECH: Thank you, Your Honor.

21 THE COURT: I think the best evidence rules is what
22 applies here.

23 MRS. CREECH: We have put the deed in, Your Honor. I
24 will tell you that the deed does not list the sale price.

25 THE COURT: Okay. You just trying to prove the

1 price?

2 MRS. CREECH: Yes, Your Honor.

3 THE COURT: Well, I'll still have to sustain the
4 objection.

5 MRS. CREECH: Yes, sir.

6 BY MRS. CREECH:

7 Q Mr. Robinson, have you spoken with Lina or Mr. and
8 Mrs. Bolt about Caldwell Rush and whether or not it was
9 purchased?

10 A Yes.

11 Q And what response did you receive from Mr. and
12 Mrs. Bolt?

13 MR. JONES: Objection.

14 BY MRS. CREECH:

15 Q I'm sorry. What response did you receive from
16 Mrs. Miteva? I apologize.

17 A She told me one evening that we were buying Caldwell
18 Rush.

19 Q Okay. Any reason to think she that that property was
20 not purchased pursuant to this business venture?

21 A No.

22 MRS. CREECH: I ask for the court's indulgence, Your
23 Honor?

24 BY MRS. CREECH:

25 Q Yesterday when Mr. Miteva was testifying, she

1 testified that your involvement was minimal at best,
2 correct?

3 A Correct.

4 Q That the Bolts were the real estate agent and the
5 contractor that she used, correct?

6 A Correct.

7 Q That she was the one who made the decisions about
8 purchasing these properties; is that correct?

9 A That's what she stated.

10 Q Okay. What's your response to that? What's your
11 understanding of who made the decisions and the Bolt's
12 role in this business venture?

13 A I'm just staggered. Obviously, we got a different
14 view, but I'm staggered. The Bolts and us, Lina and
15 myself, would regularly meet together and discuss whether
16 it made business sense to buy a property. We would also
17 go to these properties and look at them together. And so
18 it was a mutual decision. Obviously, Lina and myself, it
19 was our equity, it was our money that was going into the
20 purchase of these properties. The Bolts did not have any
21 money themselves. Mr. Bolt, my understanding is, had
22 recently filed for bankruptcy and they --

23 Q So where --

24 MR. JONES: Objection. Move to strike. No
25 foundation laid for him being able to offer that -- He

1 said I believe.

2 THE COURT: I'm going to overrule that. I am not
3 going to strike it.

4 MRS. CREECH: Thank you, Your Honor.

5 BY MRS. CREECH:

6 Q Where do you believe the proceeds for the purchase of
7 these properties came from?

8 A I'm sorry. Can you repeat that?

9 Q The proceeds that -- We've talked about the home
10 equity line of credit, we've talked about the monies that
11 Mrs. Miteva has contributed. How would you describe where
12 the funds for the purchase of these properties came from?
13 Did you provide all the funds?

14 A No. It was jointly between Lina and myself. And the
15 proceeds of each of those subsequent sales were rolled
16 forward.

17 Q Your involvement with Mr. and Mrs. Bolt, was it
18 poorly business?

19 A No. Lina had a very close relationship with
20 particularly Nadejda Bolt and I became very close
21 particularly with Pavel Bolt as I was spending days in the
22 house doing the remodeling with him. As I said, I think
23 it seemed a perfect business arrangement. We had a
24 realtor to sale the property. We had contractor who was
25 registered in two states. I was looking at the properties

1 and we were both financially both Lina and myself.

2 Q You were actively involved in the decision making
3 processes?

4 A All except the Caldwell Rush. That's what annoyed
5 me. I was kind of excluded out of that decision making
6 process.

7 Q Your Honor -- Mr. Robinson, can you identify what
8 that is that I just handed you?

9 A Yes. This is one of many e-mails that dialogues
10 between Nadejda Bolt and myself as we would discussing
11 potential purchases.

12 Q And is that an e-mail that you are sending to
13 Mrs. Bolt?

14 A It starts with Nadejda Bolt at the bottom to Lina and
15 Lina wanted to alert me and get my impute. So she
16 forwarded it to me. And then I circled around with
17 Nadejda to ask her that we had made an offer on the
18 property.

19 Q What's the date of that e-mail?

20 A That's November 3rd, 2009.

21 MRS. CREECH: Your Honor, can I have this marked as
22 Defendant's next in order.

23 MR. JONES: I don't have any objection.

24 THE COURT: All right. That will be admitted as
25 Defendant's 37.

1 (WHEREUPON, Defendant's Exhibit No. 37 was admitted
2 into evidence.)

3 BY MRS. CREECH:

4 Q Mr. Robinson, can you tell the court who you are
5 sending that e-mail to you and the date of that e-mail?

6 A The date is November the fourth, 2009. And I'm
7 sending it to Pavel, but I also copied Lina as I always
8 did and Nadejda. And it details around -- This is
9 Squirrel Lane. Obviously, I had been to the or was
10 planning to go to the code or panning committee in York
11 County.

12 MRS. CREECH: Your Honor, may I have this marked as
13 Defendant's next in order.

14 MR. JONES: No objection. What number is it?

15 THE COURT: Thirty-eight.

16 (WHEREUPON, Defendant's Exhibit No. 38 was admitted
17 into evidence.)

18 BY MRS. CREECH:

19 Q When you copied or sent that e-mail to Lina, did you
20 receive any response asking why you were inquiring about
21 Squirrel Road?

22 A What inquiry? I didn't see that.

23 Q I guess, my question is as you are communicating with
24 Mrs. Miteva and the Bolt about these properties, did you
25 ever feel like there was a question about why you were

1 concerned about the properties?

2 A I was becoming excluded from the transactions and the
3 decision making. I felt I was getting increasingly
4 stonewalled. I could not get any information from Lina or
5 the Boldt's.

6 Q In 2009, was your involvement or dealings with these
7 properties ever questioned?

8 A By?

9 Q By anybody.

10 A No.

11 Q Did Lina ever ask you not to interfere with her
12 properties?

13 A Her previously existing property?

14 Q No. Did Lina ever ask you not to be involved or ask
15 about any of these properties?

16 A No. She encouraged me. We were making money.

17 Q What's the date on that e-mail and who is it to and
18 what does it pertain to?

19 A This is when I basically kind of states my
20 frustration. This is from me on August the 25th, 2011.
21 It's to Lina and it talks about or basically asking where
22 is my investment gone in all these properties. And I was
23 concerned. I don't know if it's in this one, but I was
24 concerned about the tax implications. And like I said, I
25 was being stonewalled. I could not get any information.

1 It's kind of ridiculous to communicate, when you marry
2 someone, by e-mail. But unfortunately, that was the state
3 of our relationship at the time.

4 Q And was that the first time that you had tried to get
5 that information from her?

6 A I have tried probably nearly three months getting
7 more and more frustrated.

8 Q In fact, is this a chain of e-mails?

9 A That is correct.

10 Q And what was the date of the first e-mail that you
11 inquiring about these proceeds?

12 A It was June when my suspicions was aroused that Lina
13 wasn't going to be forthcoming on what was happening.

14 Q At some point --

15 MRS. CREECH: Your Honor, may I have this marked as
16 defendant's exhibit next in line.

17 THE COURT: What is that a chain of?

18 MRS. CREECH: It's one, but it's a reply forward,
19 reply forward.

20 THE COURT: All right. That's e-mails and it will be
21 number 39.

22 (WHEREUPON, Defendant's Exhibit No. 39 was admitted
23 into evidence.)

24 BY MRS. CREECH:

25 Q Did Lina ever respond to you about the proceeds?

1 A She only responded once to my questions via e-mail;
2 never verbally. By e-mail.

3 Q And what was her response?

4 A She stated on the e-mail that the 200,000 or 208,000
5 home equity loan was in and she didn't specifically say
6 invested, but she said that it is in Montibello.

7 Q And that e-mail was actually put into evidence
8 yesterday, correct?

9 A Yes.

10 Q Did you receive a response from Lina to your
11 August 27th inquiry about all the properties?

12 A No.

13 Q As a result, did you attempt to get information from
14 the other members of this business venture?

15 A Yes. I reached out on several occasions to Mr. and
16 Mrs. Boldt basically saying you are close friends to Lina.
17 Please can you help with both getting some clarification
18 around this money that we invested and also at the state
19 of our relationship.

20 Q What is the date on this e-mail that I've just handed
21 you?

22 A September the 3rd, 2011.

23 Q Who is it from?

24 A It's from me.

25 Q And who is it to?

1 A The Boldt's, Pavel and Nadia and Lina.

2 Q What's the subject?

3 A Concerned about marital problems and --

4 Q What's the subject line read?

5 A Subject line is our business relationship and
6 transparency on real estate transactions.

7 Q And in this e-mail, are you asking them to help you
8 understand where the proceeds have gone?

9 A Yes.

10 MR. JONES: Objection. It speaks for itself.

11 THE COURT: You want it in, I'll take it, unless you
12 have an objection.

13 MR. JONES: No, I don't object to it?

14 THE COURT: All right. Then that's going to be
15 Defendant's number --

16 MRS. CREECH: Forty, Your Honor.

17 THE COURT: Forty.

18 (WHEREUPON, Defendant's Exhibit No. 40 was admitted
19 into evidence.)

20 BY MRS. CREECH:

21 Q Did you receive a response to that e-mail?

22 A Not from Lina. Not from Nadejda. But I believe I
23 was -- Not to that e-mail. But there was another e-mail
24 where Pavel responded it was to do with --

25 MR. JONES: Objection.

1 BY MRS. CREECH:

2 Q Not to this e-mail, though, correct?

3 A Not to this, correct.

4 Q All right. Since you and Lina have separated, have
5 you seen any of the proceeds of any of these sells of
6 properties?

7 A No.

8 Q Who's been making the payments on the home equity
9 line of credit since the date of separation?

10 A I have.

11 Q Where do you believe the -- What would you like to
12 see happen with Montibello? What are you asking the court
13 to do?

14 A I'm asking the court to look at this as a joint
15 business venture between Lina and myself that went,
16 because of our relationship, broke down. And basically I
17 want to be compensated for, not for the time and effort,
18 but just literally the equity we got in these properties.
19 I just want to see justice, I guess.

20 MRS. CREECH: I ask for the court's indulgence, Your
21 Honor. Your Honor, may I approach the bench.

22 THE COURT: Yes. Well, no -- Oh, you want to get one
23 of these?

24 MRS. CREECH: Yes.

25 THE COURT: Yes. If you wanted to talk to me --

1 MRS. CREECH: I need to get one of the exhibits from
2 yesterday. I'm sorry, I should have clarified.

3 THE COURT: The question was what number was the
4 marital asset addendum for the plaintiff, but it wasn't
5 offered as an exhibit.

6 MR. JONES: No, sir, it was just submitted as part of
7 my financial.

8 THE COURT: Attached to the financial declaration.

9 MR. JONES: Excuse me but how much longer do you
10 think you're going to be?

11 MRS. CREECH: Not much.

12 THE COURT: You want to take a break.

13 MR. JONES: Well, if she's not going to be much
14 longer, then it's okay. But my client needs to go to the
15 restroom.

16 MRS. CREECH: Well, we could take a break. It's
17 going to be probably about 20 minutes.

18 MR. JONES: Can we take a short break.

19 THE COURT: All right. Let's take a short break.
20 Mr. Robinson, you'll be back on the witness stand when we
21 return and you can't discuss testimony with your lawyer.
22 Okay. We'll take about 10 minutes.

23 (Whereupon, the court took a short break.)

24 THE COURT: All right, Mrs. Creech.

25 BY MRS. CREECH:

1 Q Mr. Robinson, yesterday Mr. Jones submitted a marital
2 asset addendum through his client's financial declaration.

3 Do you remember that?

4 A Yes, I do.

5 Q And on that marital asset addendum, does it list a
6 401(k) policy that belongs to you? I believe it's on the
7 third page.

8 A Yes.

9 Q What's your position with respect to that 401(k)?

10 A These funds were accumulated prior to the marriage.
11 I have not contributed that particular 401(k) plan for 10
12 years maybe.

13 Q When did you first have that 401(k)?

14 A When I immigrated to the US. When I first joined
15 First Union in 1992.

16 Q Since November of 2007, you've made no contributions
17 to that 401(k); is that correct?

18 A Even before then, no.

19 Q Mr. Robinson, what was the value of your 401(k) as of
20 April of 2006?

21 A It was approximately \$134,000.

22 Q The marital asset addendum indicates that --

23 MRS. CREECH: I'm sorry, Your Honor. Can I have this
24 marked as defendant's exhibit next in order.

25 MR. JONES: What number is that?

1 MRS. CREECH: Forty-one.

2 THE COURT: What is it?

3 MRS. CREECH: It's a statement of the value of his
4 401(k) as of April of 2006.

5 (WHEREUPON, Defendant's Exhibit No. 41 was admitted
6 into evidence.)

7 BY MRS. CREECH:

8 Q The value indicated on the marital asset addendum was
9 roughly 153,000, correct?

10 A Correct.

11 Q What did you attribute the increase in the value to
12 be from?

13 A Because it's vested in various difference mutual
14 funds and financial instruments. Ad it's just accumulated
15 over time. It's yielding.

16 Q But you've made no contributions during the marriage;
17 is that correct?

18 A No.

19 Q Has Lina made any contributions to that 401(k)?

20 A We have separate, very separate financial.

21 Q So it's your position that that is non-marital
22 property?

23 A Absolutely.

24 Q Okay. Mr. Robinson, the copy of the check to
25 Providence Day School dated August 6, 2011, whose tuition

1 did those funds go to pay?

2 A This was for Anna, my step-daughter, for Providence
3 Day School.

4 MRS. CREECH: Your Honor, may I have that marked as
5 Defendant's Exhibit next in order?

6 MR. JONES: No objection.

7 THE COURT: That will be admitted as exhibit number
8 42 without objection.

9 (WHEREUPON, Defendant's Exhibit No. 42 was admitted
10 into evidence.)

11 BY MRS. CREECH:

12 Q That was in August of 2011, correct?

13 A Correct.

14 Q Where was Lina at the time that you paid this
15 tuition?

16 A She was Bulgaria with her mother and father.

17 Q Why did you pay Anna's tuition?

18 A I was informed by Providence Day School while Lina
19 was in Bulgaria that there was a lucky opening. We both
20 wanted Anna to go to Providence Day School. So it's a
21 wonderful opportunity. I had been given Lina's telephone
22 number, but eventually I did get communication with her
23 and she said that it had to be paid otherwise she'd lose
24 the slot in Providence Day School. So I paid for it.

25 Q Did you ask Lina to pay you back?

1 A Yes. When she returned from Bulgaria, I asked her
2 and she said yes, yes. And it was never paid.

3 Q When you agreed to pay the tuition for Anna, were you
4 expecting to be repaid at that time?

5 A Absolutely. I paid for my daughter's education and
6 this is how we separated.

7 Q Did -- At the time that you were discussing the need
8 to go ahead and pay this tuition while Lina was in
9 Bulgaria, was there ever an indication from Mrs. Miteva
10 that she was not going to pay you back?

11 A No. When she returned, she said, yes, I'll pay you
12 this evening. I'll pay you -- And for a period of days, I
13 asked the same question and, there again, it was
14 stonewalling and she never paid it.

15 Q Are you asking the court to award you this \$12,000 as
16 repayment of the monies spent on behalf of Mrs. Miteva's
17 daughter?

18 A I would like to be reimbursed very much.

19 Q That was your understanding from the beginning,
20 correct?

21 A Absolutely.

22 Q Okay. Mr. Robinson, is this your financial
23 declaration?

24 A Yes, it is.

25 Q And did you review it carefully?

1 A Yes.

2 Q Is it accurate?

3 A Yes.

4 Q Attached to the financial declaration is a equitable
5 distribution worksheet or marital asset addendum that
6 shows the various assets that you believe to be marital
7 and the debts?

8 A Correct.

9 MR. JONES: I don't have an objection to the portion
10 of that, certainly, financial declaration and the marital
11 assets addendum. But attached to that is commentary or
12 notes and I object to that because that's not in
13 accordance with the rules regarding marital assets
14 addendums?

15 THE COURT: What kind of commentary is on there?

16 MRS. CREECH: Your Honor, the commentary or special
17 notes and special notes section deal with specific assets
18 and debts on the assets addendum to explain why there
19 are -- Specifically, the \$115,000 withdrawal, why we
20 believe that even though that was done in June of 2011,
21 that comes back into the marital estate as well as the
22 12,000 tuition as a debt that's owed to him.

23 THE COURT: Is that on a separate page?

24 MRS. CREECH: It is, Your Honor. I can transfer
25 the--

1 THE COURT: I'm not going to exclude it. It's an
2 explanation if that's what you are telling me.

3 MRS. CREECH: Yes, Your Honor.

4 MR. JONES: I think it got on there what he believes
5 and what --

6 MRS. CREECH: Well, yes, our explanation would be in
7 accordance with what we believe and it's what he's
8 testified to.

9 MR. JONES: Well, if he's already testified to it; it
10 doesn't need to come in this form. That is not in
11 accordance with our rules regarding financial declarations
12 and marital assets addendums.

13 THE COURT: Well, I'm not going to exclude it --

14 MRS. CREECH: I can correct it and bring it back
15 after lunch, Your Honor.

16 THE COURT: Well, I'm not sure I'm clear on what the
17 objection is. It's got to have some kind description of
18 what those things are somewhere. Let me see it. I mean,
19 I'm not necessarily proof -- It's not binding on me. Let
20 me see what kind form it takes. What I would suggest is
21 if the rules regarding financial declaration is being
22 raised, that the equitable apportionment worksheet is his
23 request is how things are going to be divided, right?

24 MRS. CREECH: Yes, Your Honor.

25 THE COURT: Well, I would take that as a separate

1 exhibit as a proposal which I would be welcome to have.
2 But I don't see any problem -- The only difference between
3 his worksheet and a typical addendum would not show the
4 division I think.

5 MR. JONES: Correct. I agree.

6 THE COURT: All right. So you want to divide into
7 two parts.

8 MRS. CREECH: Yes, sir.

9 THE COURT: We'll take it that way.

10 MRS. CREECH: Yes, sir.

11 THE COURT: Are you offering the financial
12 declaration as an exhibit?

13 MRS. CREECH: I can, Your Honor.

14 THE COURT: Well, that's up to you. Some do and some
15 don't.

16 MRS. CREECH: We've got 42 exhibits if I can just --

17 MR. JONES: I believe we submitted -- If I may. We
18 submitted our respective financial declarations at the
19 outset of hearing. So I don't --

20 MRS. CREECH: Did we hand them up at the beginning?

21 MR. JONES: At the beginning.

22 THE COURT: Yes, I've got one.

23 MRS. CREECH: Okay.

24 THE COURT: So you can just add as an exhibit that
25 preposed division.

1 MRS. CREECH: Got it. Thank you, sir.

2 BY MRS. CREECH:

3 Q Mr. Robinson, can you identify what that document is?

4 A It's an equitable apportionment worksheet.

5 Q Okay. And does it indicate the assets and debts as
6 they are currently held?

7 A I believe so.

8 MRS. CREECH: May I have this marked as defendant's
9 exhibit next in order?

10 MR. JONES: I do not object to the proposed division.
11 I renew my objection as to the commentary.

12 THE COURT: Well, I'm going to overrule that
13 objection. The commentary, I think, is required to
14 explain why things are in a certain column. None of that
15 is binding on the court. It's just an exhibit for
16 information purposes.

17 MRS. CREECH: Thank you, Your Honor.

18 (WHEREUPON, Defendant's Exhibit No. 43 was admitted
19 into evidence.)

20 BY MRS. CREECH:

21 Q Mr. Robinson, are you offering that equitable
22 distribution worksheet to demonstrate to the court how the
23 property of the marital estate is currently held and to
24 explain how you would like to see the property divided?

25 A Yes, I am.

1 Q Okay. Mr. Robinson, have you reviewed that affidavit
2 of attorney's fees?

3 A Yes, I have.

4 Q And how much does that indicate you owe in fees or
5 paid in fees pursuant to this case?

6 A Over \$27,000.

7 Q And are you seeking fees in this case?

8 A Definitely.

9 Q During this litigation, has it been necessary to seek
10 the court's assistance in compelling discovery?

11 A It's been very problematic.

12 Q Do you believe that there's been unnecessary delay
13 caused by Mrs. Miteva in this case?

14 A Definitely.

15 Q Do you believe that I have answered all of your
16 questions that you've asked of me?

17 A Absolutely.

18 Q Do you find my fees to be reasonable?

19 A Yes.

20 Q Are you asking the court to award you fees?

21 A Yes.

22 MRS. CREECH: Your Honor, I'd like to hand up our
23 affidavit of attorney fees. Here's a sealed envelope that
24 has an earlier proposal that I've provided to Mr. Jones
25 that we'd ask that the consider when making a ruling

1 concerning fees.

2 THE COURT: All right.

3 MR. JONES: No objection.

4 THE COURT: Let's mark that together as an exhibit.

5 (WHEREUPON, Defendant's Exhibit No. 44 was admitted
6 into evidence.)

7 BY MRS. CREECH:

8 Q During this litigation, without indicating what
9 settlement proposal was, did you offer settlement to
10 Mrs. Miteva?

11 A Yes.

12 Q Did you ever receive a counter offer from
13 Mrs. Miteva?

14 A No.

15 Q Do you believe this case could have settled early on
16 had there been -- Let me put it this way. Do you believe
17 that Montibello is marital property?

18 A Yes.

19 Q Do you believe Messina is marital property?

20 A No.

21 Q Do you believe the trailers are marital property?

22 A No.

23 MRS. CREECH: I have nothing further, Your Honor.

24 THE COURT: All right. I think this will be a good
25 time to break for lunch. It's a little past 12:30. So

1 let's come back at little -- About 2:15. We'll resume --

2 This is the last witness?

3 MRS. CREECH: Yes, Your Honor.

4 THE COURT: All right.

5 (Whereupon, court was in recess. The proceedings
6 continued as follows:)

7 THE COURT: We are back in case of my Miteva versus
8 Robinson. Mr. Robinson is back on the witness stand is
9 still under direct examination is my understanding.

10 MRS. CREECH: Yes, sir, Your Honor. Thank you, sir.

11 BY MRS. CREECH:

12 Q Mr. Robinson, when did you separate from your wife?

13 A She left me while I was visiting my father who had
14 cancer.

15 Q What month and year was that?

16 A That was 2011 and that was in September, I believe.

17 Q And since September of 2011, have you continued to
18 live separate and apart from your wife?

19 A Yes.

20 Q Have you at any time reconciled with her?

21 A No.

22 Q Are you asking the court to grant you a divorce today
23 based on the grounds of living separate and apart?

24 A Yes.

25 Q Okay. You've heard the testimony of Mrs. Miteva and

1 were at the deposition of her mother concerning your
2 habitual drunkenness and abuse of prescription drugs,
3 correct?

4 A Correct.

5 Q And are you denying those allegations?

6 A Categorically.

7 Q Have you ever been arrested for DUI or public
8 intoxication or assault?

9 A No.

10 Q Have you ever been approached by your wife about your
11 drinking?

12 A No.

13 Q When was the first time you had any indication that
14 she had an alleged concern about your drinking?

15 A When she filed the complaint. I was staggered.

16 Q Do you drink alcohol?

17 A Yes.

18 Q Do you drink to a point of excess?

19 A No.

20 Q How long have you been consuming alcohol?

21 A Forty years.

22 Q How old are you?

23 A Fifty-seven.

24 Q You're originally from England?

25 A Yes.

1 Q Do you drink hard alcohol?

2 A No. I only drink low alcohol beer. And when I say
3 low alcohol, I mean draft beers or basically routine
4 American beer.

5 Q Okay. Have you ever been abusive towards your wife?

6 A Never.

7 Q Have ever struck her?

8 A Never.

9 Q Have ever threaten to strike her?

10 A No.

11 Q Have you every been abusive toward her daughter Anna?

12 A No way.

13 Q Have you ever walked around naked in front of Anna?

14 A There was one instance, not walking around, but it
15 was early in the morning when Anna should have been
16 actually in bed. I think it was like on a Saturday and
17 she was watching TV and adjacent to our master bedroom is
18 a restroom and went around not expecting to see her.
19 That's the only time she ever saw me without clothes.

20 Q And you heard your wife testify that when she called
21 the York County Sheriff's Department, they came to the
22 home, correct?

23 A Correct.

24 Q And that when they came to the home, they did not go
25 into the home and they did not speak with you. Is that

1 her testimony?

2 A Yes.

3 Q Do you remember that incident when she called the
4 York County Sheriff's Department?

5 A Very much.

6 Q When the sheriff's deputy showed up at the residence,
7 did you speak with them?

8 A Yes, I did.

9 Q Where were you when they showed up?

10 A I was at the door, front door. He didn't actually
11 come into the house. He stood by the side. I was, if I
12 recall, I was in the great room, the lounge, listening to
13 what Lina was saying to the officer. And then she came
14 back and she said he wants to see you which I thought was
15 due press. It will be normal.

16 Q And did he question you about what whether or not you
17 were intoxicated?

18 A No.

19 Q Were you intoxicated?

20 A No.

21 Q Have you ever been fired from any job or position for
22 drinking?

23 A No.

24 Q When you and your wife and Anna and, is it Jenna; is
25 that Anna's friend?

1 A Uh-huh.

2 Q When y'all were at the beach, you heard Mrs. Miteva
3 testify about the fact that Jenna became very upset about
4 the way that you acted towards her, correct?

5 A Correct.

6 Q What happened that day? What's your understanding of
7 that incident?

8 A First of all, I knew Jenna because it was Anna's
9 friend. So I formed an opinion and I thought quite
10 frankly she was spoiled and pretentious and disrespectful.
11 She never came into the house and say hi or sir or
12 anything. Anyway, when Anna wanted Jenna to come away
13 with us Myrtle Beach, I just took it as worse. Well, in
14 the morning, Saturday morning, we were both in bed and
15 Jenna comes in without even knocking on the door and just
16 looks over picks up her playboy (sic) or computer game and
17 just walks out. I was extremely irritated. Then in the
18 evening with Mr. Pierman, we went out to the restaurant
19 and on the, I believe, went back to the house as well.
20 And then on the way back, we were driving and I can hear
21 these two teenaged girls giggling and Jenna says to Anna
22 that --

23 MR. JONES: Objection.

24 THE COURT: Overruled..

25 MR. ROBINSON: That she thought that my friend

1 Mr. Pierman and his girlfriend were strange. And that was
2 the point really and I didn't raise my voice in anger. I
3 just basically in a guardian way kind of said to Jenna is
4 this the type of thing that you would say about your
5 parent's friends. And I kind gave her little bit of a
6 lecture and she started crying. And the next thing, she
7 gets on the cell phone to her mother.

8 BY MRS. CREECH:

9 Q Did you try to leave Myrtle Beach and leave Mrs.
10 Miteva and Anna and Jenna at the beach?

11 A Lina told me that I had to leave on my own accord and
12 I just didn't understand why. And she told me to get a
13 rental car and go back. And I said, at least, take me to
14 the rental place and she said she refused. She said it's
15 up to you. In the event that we all traveled back
16 together and halfway on the journey, Jenna's parent's we
17 ate with them and Jenna went with them.

18 Q At any time were you yelling at Jenna?

19 A No.

20 MRS. CREECH: I have no further questions, Your
21 Honor.

22 THE COURT: Mr. Jones.

23 CROSS-EXAMINATION

24 Q Yesterday, isn't it true that a good bit of a time
25 was spent going over the discovery responses that

1 Mrs. Miteva had provided. And there was efforts being
2 made to hold her to those discovery responses; wasn't it?

3 A I don't think, sir, I fully understand what you are
4 saying.

5 Q Well, there was questions about what she had list so
6 far as her monies brought in from Bulgaria on her
7 discovery response, correct?

8 A Correct.

9 Q And efforts were made to try hold her to that,
10 correct?

11 A I don't understand what you are saying.

12 Q She was asked a question and this answer was efforts
13 being made to hold her to the answers that she provided?

14 A I believe so, yes.

15 Q Okay. Well, shouldn't you be held by the same
16 standard? If she's going to be held to the standard of
17 the answers that she provided to her interrogatories,
18 should you not be held to the same standard?

19 A Truth, yes.

20 Q Okay. Now, you were provided --

21 MR. JONES: May I approach the witness?

22 THE COURT: Yes, sir.

23 BY MR. JONES:

24 Q You were provided with discovery request. And you
25 provided a verified answer as to the truthfulness of these

1 answers. You recall?

2 A Uh-huh.

3 Q Please answer yes or no.

4 A Can I see what --

5 Q Sure. Absolutely.

6 A Yes, that's correct.

7 Q Okay. And is this your signature on the back here
8 verifying these answers?

9 A Yes.

10 Q Okay. Let's look at question number 12. The
11 question was If you assert that any property is of a
12 non-marital character, identify the property and state
13 your basis for claiming it to be non-marital. What was
14 the item of property that you listed?

15 A Messina Road.

16 Q Messina Road. And that's the only item of property
17 that you listed in your discovery responses that you claim
18 to be non-marital, correct?

19 A Correct.

20 Q You didn't list as non-marital property the mobile
21 home and lot 15 on Golden Pond Road; did you?

22 A This was prior to the marriage.

23 Q No, sir. The question says if you have any property
24 that's non-marital that you claim is non-marital, put it
25 forth. And the only thing you put was Messina. You did

1 not put the mobile home and lot on Golden Pond Road; did
2 you?

3 A It wasn't married at the time.

4 Q You were married at the time this question was asked
5 of you. There was no distinction in the question. But
6 you did not list the mobile home on Golden Pond Road as
7 non-marital property; did you? Yes or no.

8 A I answered the question as it pertained to the
9 marriage and the assets within the marriage, not anything
10 that I acquired prior to the marriage.

11 Q You owned Messina Road before the marriage; didn't
12 you?

13 A Right.

14 Q Okay. You owned these mobile homes --

15 A But there is some deed -- I thought there would be
16 some questioning about the deed --

17 Q You owned the Messina Road before the marriage,
18 right?

19 A Right.

20 Q And owned these mobile homes before the marriage,
21 right?

22 A Right.

23 Q But you didn't set forth them as being non-marital
24 property.

25 A I'm saying for the record that if there was an

1 omission, it was an omission. However, I strongly
2 believed that they were all non-marital properties; both
3 the trailers..

4 Q Why didn't you list them?

5 A Sir --

6 Q The truth is you did not list them; did you?

7 A I did not list them.

8 Q Okay. Thank you.

9 A I believe they are non-marital property.

10 Q You believe they are non-marital, but when asked the
11 question what was non-marital, you didn't list them; did
12 you?

13 A Sir, if you ask me the same question now, I will
14 repeat the same answer. I believe that Messina and the
15 four properties that I acquired before are non-marital.

16 Q But you only listed Messina?

17 A That is correct.

18 Q Okay. You don't list your 401(k) as non-marital
19 property and it existed at the date of filing; didn't it?

20 A If I didn't list, I didn't list it.

21 Q You didn't; did you?

22 A No, I didn't list it.

23 Q In fact, you didn't even list the value of that
24 401(k) on your financial declaration; did you?

25 A I can't attest to that.

1 Q But in these discovery responses, you -- It's true
2 you claim Messina Road as non-marital, correct?

3 A Correct.

4 Q But then you claim that the debt associated with
5 Messina is marital; is that right?

6 A I don't know the distinction. I don't know the
7 distinction.

8 Q Read what question 13 says. Please read it out loud.

9 A It says Provide a list of marital debts that you are
10 asserting and applicable balances on the end each account
11 has to the date of filing.

12 Q And what was the debt that you listed was marital?
13 Isn't it true the home equity line of credit on Messina?

14 A In my name. Not joint names.

15 Q But you are claiming the debt itself is marital debt?

16 A I -- This is a foundation for starting negotiations.

17 Q Wait a minute.

18 A So basis for --

19 Q Is it your testimony that these discovery responses
20 that you signed verifying is simply a starting point for
21 negotiations?

22 A I did -- No, it's not a starting point. It forms the
23 basis of it.

24 Q It's a straight forward question --

25 A And I'm sure that you'll find that there are within

1 your client's ambiguities as well.

2 Q No, sir. I'm asking you a question.

3 A Okay.

4 Q This question was fairly straight forward; wasn't it?

5 A It's very ambiguous.

6 Q What's ambiguous about questions number 13?

7 A What is marital property and what isn't. It depends
8 on the state. It depends on the county. Each -- I am not
9 a legal expert. That's why I have counsel.

10 Q Okay. And you had the assistance of counsel in
11 providing these answers?

12 A Yes, I did.

13 Q And, I mean, what is complicated and ambiguous about
14 that question?

15 A Because what is marital property? What, exactly what
16 is the whole essence of what is marital property, sir.

17 Q The question says a list of the debts you are
18 asserting that you, Nicholas Robinson, are asserting to be
19 marital debt?

20 A I'm saying the ambiguity is in the word marital
21 assets, marital property. This is why we are here. We
22 are trying to assess what is and what is not marital
23 property. This is a basis for those discussion point,
24 sir.

25 Q You had no difficulty answering the questions of

1 counsel asserting what you thought was marital and
2 non-marital during your direct examination. Why are you
3 having trouble now?

4 A Because that was two years, nearly two years ago,
5 sir. I've learned a lot. That's why I have legal
6 counsel. That's why I've been on the internet researching
7 this. I don't want to undermine that document in anyway.
8 I did it to my best ability, but I have learned a lot
9 about the legal process.

10 Q Do you think it's inconsistent for you to claim
11 Messina Road to be a marital asset, excuse me, a
12 non-marital asset, but the debt to be marital?

13 A At that time, I'm saying this was my understanding of
14 law and what was marital at that time. I am maintaining
15 and stating now that it differs from that because I have
16 learned a lot about the -- Not a lot, but a certain amount
17 about the law. And the trial I thought was to ascertain
18 what is and what isn't.

19 Q Well, at what point in time in your pursuit of
20 knowledge did you determine that those four mobile homes
21 were non-marital property?

22 A The distinction was what is marital property.

23 Q Yes, sir.

24 A I determined that probably last year.

25 Q Well, then why didn't you seek to amend your

1 responses when you made that determination? Why didn't
2 you seek to change this as oppose to allowing us to go
3 through this entire process?

4 A Sir, have you seen the litany of information that we
5 have assembled? Do you really expect me to actually go
6 through all of that again and look for any
7 inconsistencies?

8 Q I assume that the answers that you provide are
9 accurate?

10 A They are accurate now and they were at the best of my
11 knowledge at that time and that was nearly two years ago.

12 Q So it's true that your say the home equity line of
13 credit is marital, but the property is non-marital.
14 That's your position?

15 A My position is we are here at trial to ascertain what
16 is marital property and how the HELOC plays into that.
17 I'm stating at this time that, one more time, sorry, that
18 Messina Road and the four trailer homes that were
19 purchased in 2005 and 2006 are non-marital. This is my
20 belief.

21 Q But the only one listed on your interrogatories was
22 Messina, correct? Yes or no?

23 A Yes.

24 Q Thank you. Do you have money on deposit in the
25 United Kingdom?

- 1 A No.
- 2 Q Have you ever?
- 3 A Yes.
- 4 Q When did you dispose of that property?
- 5 A Dispose of what property?
- 6 Q The money in the UK.
- 7 A Probably it was some mutual funds and that was around
- 8 2006, my understanding.
- 9 Q Now, you still have that 401(k) plan through Wells
- 10 Fargo, correct?
- 11 A Correct.
- 12 Q Can you identify what this is? Can you identify what
- 13 that is?
- 14 A Yes.
- 15 Q I'm showing you what's been marked as Plaintiff's
- 16 Exhibit Number 13. Is this a statement reflecting the
- 17 balance of your 401(k)?
- 18 A Yes.
- 19 MR. JONES: Move to introduce.
- 20 MRS. CREECH: No objection, Your Honor.
- 21 THE COURT: All right. Admitted without objection.
- 22 What's the date on it?
- 23 MR. JONES: 7/1/2001. Right around the date of
- 24 filing.
- 25 THE COURT: 2011?

1 MR. JONES: 2011, I'm sorry.

2 (WHEREUPON, Plaintiff's Exhibit No. 13 was admitted
3 into evidence.)

4 BY MR. JONES:

5 Q Now, that 401(k) currently exists; doesn't it?

6 A Yes.

7 Q I'm showing you a copy of your financial declaration
8 that you filed with this court for this trial. Did you
9 list that 401(k)?

10 A I thought it was addressed by the other declarations
11 that we had.

12 Q Is that not suppose to be an accurate statement of
13 your income and your assets as of today?

14 A I wouldn't know where to put it on the form to be
15 honest. Where a 401(k) would go? There's nothing
16 references a 401(k).

17 Q What does that line right there say?

18 A Retirement.

19 Q Value of voluntary retirement plan; does it not?

20 A I don't what know what a voluntary retirement plan
21 is. I'm not trying to, sir, I'm not trying to be evasive.
22 I just don't know what that is.

23 Q How much education do you have?

24 A These are Americanisms. I'm from England.

25 Q Are you meaning to tell me that you don't know what a

1 voluntary retirement account is?

2 A No. I am saying that it's not immediate to me that
3 is a 401(k). I know now looking at now at it and now kind
4 of digesting it. Yes.

5 Q So now, today, right now, you are saying you realize
6 you should have listed that?

7 A Exactly.

8 Q And you haven't given it any thought over the last
9 two years with your counsel?

10 A Not given any thought. I completed this the best of
11 my ability at the time. I admit that if a 401(k) or
12 savings fund or savings account needed to be listed, it's
13 not listed there, sir.

14 Q Well, what else have you not listed? What other
15 assets and holdings do you have that you decided not to
16 list?

17 A I didn't decide not to list, but it was an omission.
18 There are no other.

19 Q So now we are to believe that the thing that we've
20 discovered is the only thing there is?

21 A That I'm aware of that I should have put down, yes.

22 Q You estimate the value of Messina at \$590,000,
23 correct?

24 A Yes. That's an estimate in today's market. I really
25 don't know. I mean, it's probably around that.

1 Q You set forth a number of repairs or you testified
2 there was a number of repairs that had to be done to the
3 property. And repairs was, you know, all new floors.
4 Y'all put hardwood floors down; didn't you?

5 A There was two series of upgrades to the property.
6 The first was prior to the marriage. We then --

7 Q During the marriage?

8 A During the marriage --

9 Q Did you put down hardwood floors?

10 A Yes.

11 Q Did you put in new windows?

12 A Doors, yes.

13 Q Did you put in a new stairway?

14 A Yes.

15 Q Did you make structural modifications to the
16 property?

17 A Yes.

18 Q Did put in a new driveway?

19 A No.

20 Q Did you paint the house?

21 A Yes.

22 Q And all of this was done in the latter part of 2009;
23 wasn't it?

24 A No. It was done -- No, it was done in 2011.

25 Q In '11?

1 A Yes, I believe, yes.

2 Q Didn't you testify it was 2009?

3 A It was six months before we separated. So I guess
4 that would with 2011. I don't think testified it was
5 2009.

6 Q And the upgrades to the property, they were paid with
7 marital funds; weren't they?

8 A No. They were paid by me out of my account. And I
9 asked Lina to contribute and she refused.

10 Q Well, the account that it came out of were funds that
11 were acquired during the marriage by you, right?

12 A Yes.

13 Q Okay. And so aren't funds acquired by the two of you
14 during the marriage is marital property?

15 A I think that's the issue at stake. Quite frankly,
16 because this was not a, quote conventional, marriage.
17 This was a marriage -- We never shared. We had a joint
18 account, but it was never used. We had --

19 Q But didn't --

20 A Excuse me. Sorry. If I may continue. We --

21 Q No, sir. No, sir. Please. If you need to explain
22 an answer, that's one thing.

23 A Yes, sir.

24 Q But the repairs to this property came out of assets
25 and funds that you had earned during this marriage?

1 A Correct.

2 Q Thank you. And those repairs were done by Alex
3 Andromanic (phonetic) and Ivan Andromanic (phonetic);
4 weren't they?

5 A Correct.

6 Q And those were the contracts and people that were
7 contacted by your wife Lina for purposes of doing the
8 work, correct?

9 A Correct.

10 Q And they were Russian, correct?

11 A Correct.

12 Q And the only person that can communicate with them
13 was her because they don't speak English, correct?

14 A Absolutely wrong. They spoke fluent English. If you
15 call their number, you'll hear their answering machine.

16 Q Now, in 2009 you granted to your wife an undivided
17 one half interest in Messina; did you not?

18 A I put her on the deed of Messina Road. If that means
19 granting half, then yes.

20 Q Is that not the title?

21 A Yes.

22 Q And doesn't it say here in bold language an outright
23 gift to Lina Miteva, one half interest in the property?

24 A That's what this says.

25 Q That's what you signed; isn't it?

1 A That's what I signed.

2 Q If you gave her half of the interest in the property,
3 how can you claim it's non-marital?

4 A Because I did not give her half.

5 Q This deed does not say you've given her half?

6 A People do this all the time, perform quick things for
7 various reasons, for tax purposes. This was a tactic or a
8 strategy to just refinance the mortgage which I have
9 consistently paid.

10 Q But you will acknowledge that with an official
11 document filed with our clerk of court as an outright
12 gift, you gave her one half of that property?

13 A That's what the document states. It was not my
14 intention to give her half. It was a means to refinance.

15 Q Whether it was your intention or not, that was the
16 end result; wasn't it?

17 A I -- Apparently so.

18 Q Thank you. Also, the property was refinanced; wasn't
19 it?

20 A Yes. This was the purpose of the deed.

21 Q And at that point in time, your didn't have a job;
22 did you?

23 A Yes, I did.

24 Q You did?

25 A I'm sorry, sir. Technically, I was unemployed, but I

1 was, at the time, working on all marital properties as I
2 attested to this morning.

3 Q But you didn't have any income; did you?

4 A Yes, I have income.

5 Q Well, you didn't list it on this mortgage
6 application. And you signed that under oath.

7 A Because the income I had was unemployment and you
8 cannot put unemployment on a mortgage application.

9 Q Says who?

10 A I believe that's -- Well, I was told at the time.

11 Q But you signed under oath a document with possible
12 violation of federal law that you didn't have any income;
13 didn't you?

14 A If unemployment benefit is --

15 Q Please answer yes or no.

16 A Yes.

17 Q Okay. And then the loan ended up being in her name.
18 She was the borrower; wasn't she?

19 A Yes, sir.

20 Q So she was the borrower for the loan, you had made an
21 outright gift to her of one-half of the interest in the
22 property. And are you still before us telling you that
23 you consider that to be non-marital, your separate
24 non-marital property?

25 A Why would I continue to pay the --

1 Q Please don't ask me the question. Just answer my
2 question.

3 A I do not believe it's marital. The basis is that I
4 continued to pay the mortgage. I had received no
5 contributions from Lina. This was just a transaction to
6 get refinancing.

7 Q Well, if you didn't have any income how are you
8 paying the mortgage?

9 A Through the unemployment benefits.

10 Q How much did you receive in the unemployment
11 benefits?

12 A 1200.

13 Q How much was the mortgage?

14 A About 1400.

15 Q Well, how did you make up the difference?

16 A The statements this morning show I had 32,000. At
17 the end of that, I had 9000.

18 Q So in all other respects, other than paying that
19 mortgage, your wife was supporting you one hundred
20 percent; wasn't she?

21 A No.

22 Q You didn't have any income and everything you had
23 went to the mortgage as you say. So she was supporting
24 you 100 percent; wasn't she?

25 A No. I had 32,000. It went down to 9000. I

1 maintained. She only bought food.

2 Q All of these repairs and expenses that you said were
3 in 2011, they were after you had given her an outright
4 gift of one half of the property; wasn't it?

5 A Correct.

6 Q You claim that -- What was the purpose of you giving
7 her the money from the HELOC, the home equity line of
8 credit, that \$200,000? What was your purpose in doing
9 that?

10 A I never gave her that money. I used it to purchase
11 362 Squirrel Lane. I never gave her that money.

12 Q So you went to the auction and got an master equity
13 deed to buy the property; didn't you?

14 A Yes.

15 Q And then -- And that was in December of 2010,
16 correct?

17 A I believe so.

18 Q And then within three weeks, you sign a quick claim
19 deed transferring all of your interest in the property to
20 her; didn't you?

21 A I did.

22 Q And earlier this morning, you were testifying that
23 you didn't know what a quick claim deed was. You didn't
24 understand it; did you?

25 A I don't think I testified to that, sir.

1 Q Well, this is a quick claim deed on --

2 A I know a lot about quick claim because I used them
3 regularly.

4 Q This is one where you transferred 100 percent of the
5 interest of Squirrel Lane to your wife, that's a quick
6 claim deed you yourself prepared; isn't it?

7 A Yes.

8 Q So you claimed that the property was yours, but yet
9 within three weeks of purchase, you turn around and
10 transferred 100 percent to your wife; didn't you?

11 A Yes. Trust.

12 Q Well, in fact, the proceeds from that home equity
13 line of credit, was those funds not intended to repay her
14 for all the monies that she had advanced to from Bulgaria?
15 Yes or no?

16 A Absolutely, no.

17 Q Why in the world would you immediately --

18 A I trusted her.

19 Q -- just give her 100 percent?

20 A Why would anybody in a marriage -- What's marriage
21 about? Trust. I trusted her.

22 Q Well, in all other deeds and quick claim, you gave
23 away 50 percent. Why in this case, you give away 100?

24 A So that she could -- I was getting a job then. I had
25 a job, continued my employment. And I did not have the

1 time to go to any of the closing. That pattern continued.

2 She was always on the deed.

3 Q How long does a closing last; 30 minutes?

4 A What would be the motivation for me to do that other
5 than I trusted her and on marital property. What would be
6 the motivation if I didn't trust her.

7 Q At some point in the time, you testified in the
8 transactions you were concerned because she had not repaid
9 the money to the HELOC, correct?

10 A In the -- Correct. In the 2011 timeframe, beginning
11 in 2011, I became extremely alarmed. There seem to be --
12 I was stonewalled, as I testified this morning, at a level
13 of -- I'm not going to use that word. There was breakdown
14 of trust.

15 Q Well, then why did you continue to allow property to
16 be titled in her name only? If you were questioning her
17 not paying back this money that you claimed she owed you,
18 why did you keep on allowing her to put property after
19 property after property in her name only?

20 A This was in 2011. All those properties were prior to
21 that. The properties were bought in 2009 and 2010.

22 Q Did I understand your correctly to testify that she
23 gave you monies from Bulgaria to repay you for helping her
24 get a green card?

25 A No.

1 Q Is that not what you testified to on direct
2 examination?

3 A That she gave me money? No. I helped her and in
4 compensation, I thought she'd put herself on the deed.
5 There was no money transaction.

6 Q Wait a minute. I don't understand. You are saying
7 you helped her get a green card. And in compensation for
8 that, you put her on a deed?

9 A No. No. No. It was favor.

10 Q I don't understand.

11 A This wasn't a transfer of assets from her to me. I
12 was getting a green card. There was no direct money
13 involved. I'd done her a favor to get her green card.
14 And I didn't understand the legal consequences of doing a
15 quick deed and -- I mean, no way would I give her half of
16 assets of Messina Road.

17 Q But you did; didn't you?

18 MRS. CREECH: Objection, Your Honor. Asked and
19 answered.

20 MR. JONES: That's not a proper objection.

21 THE COURT: Well, it is a proper objection if that's
22 the case.

23 MRS. CREECH: Thank you, Your Honor.

24 THE COURT: I mean, he has answered that several
25 times. I am not clear on this green card compensation,

1 however.

2 MR. JONES: For the record, I would point out, I'm
3 not trying to repeat myself, but I, without objecting,
4 afforded counsel a lot of leeway in not objecting when the
5 same question was asked time and time again.

6 BY MR. JONES:

7 Q Regarding the green card, tell us about how that came
8 about. The compensation for this green card.

9 A There was no compensation. It was a favor. As my
10 wife, she had to renew regularly her Visa and we had to go
11 out the country. And it was going to be a long time --
12 She was currently at that working for Price Waterhouse and
13 the legal department works very slowly, sir. I just felt
14 it was the right thing the do. We never --

15 Q Did you expect anything in return?

16 A Absolutely not. Other than respect.

17 Q How much was your child support on a monthly basis
18 during the marriage?

19 A That's going back a little. I really can't --

20 Q \$1400 a month? Is \$1400 a month an accurate figure?

21 A Yes.

22 Q Are you currently paying child support?

23 A No.

24 Q Then why did you list that expense on your financial
25 declaration?

1 A Because the child support -- I had a legal separation
2 with Nasrin Robinson and the child support not in the
3 formal since, but I was obligated under the legal
4 separation to pay for their private education. That's --

5 Q But you're not currently paying that expense that you
6 have set forth on your financial declaration?

7 A I'm still paying for one of my daughters, yes.

8 Q You're paying \$1400 a month in child support?

9 A I'm paying \$700 at the moment. And that, when that
10 was done, it was 1400. So it has not been revised. But
11 my daughter is graduating, in fact, this weekend.

12 Q It's not been revised. Wasn't this dated of
13 May 2013? So is it fair to say this is not an accurate
14 reflection your expenses are?

15 A There are some area there that are incorrect.

16 Q What areas might those be?

17 A The ones that you've highlighted.

18 Q Are there any other?

19 A No.

20 Q Just that particular one that I was able to find?

21 A Yes. And the 401(k), obviously.

22 Q Now, during the course of the marriage, you were
23 paying your children's private educational expenses;
24 weren't you?

25 A I was paying for their tuition and, yes, right

1 through college.

2 Q That was being paid for with marital funds; wasn't
3 it?

4 A No.

5 Q It was being paid for with monies that you earned
6 during the marriage; wasn't it?

7 A Yes.

8 Q Okay. And yesterday there was testimony about some
9 college fund that exist. That's not set forth on your
10 financial declaration. Is that another omission?

11 A I don't know what the college funds is.

12 Q Your ex-wife testified that you were responsible for
13 all of the college educational expenses, but there was a
14 college fund that you had to pay for that?

15 A I think she was looking at it a very broad context.
16 There wasn't actually a formal fund, but she trusted me to
17 ultimately pay the money. The actual separation agreement
18 ask for formal trust fund, an independent trust fund. She
19 never really -- She trusted me to pay for the girl's -- We
20 never actually got a formal fund. So I think she used it
21 antidotally the word the trust fund.

22 Q And about how much were the private educational
23 expenses for your children a year?

24 A The private school was around 22,000 a year.

25 Q Per child?

1 A Per child.

2 Q And so that's a total of about \$45,000 a year per
3 child or for both of the children that you paid for out of
4 funds that you earned during the marriage, you, and paid
5 that expense, correct?

6 A Yes.

7 Q Okay. And if the court required your wife to restore
8 \$12,000 for Anna, why should you not be required to
9 restore the \$45,000 a year that you paid for you two
10 children?

11 A Sir, I paid. Exactly right. I paid for my children.
12 I paid for their education. Ever since they were knee
13 high. I put them through university and college, yes. My
14 daughter currently is in medical school.

15 Q I agree with you.

16 A Technically, I believe, during the period of the
17 marriage, this was maybe, technically, marital funds. But
18 because we had this dielectric between Lina and I, there
19 was no expectation that Lina would contribute in any way
20 to my daughter's education. In fact, it was a point of
21 contention in our marriage continuing. It might have been
22 a major contributing reason of why we're sitting here
23 today. She never ever endorsed the fact that I was paying
24 for my daughters.

25 Q Did I understand you correctly a moment ago you

1 conceded those expenses were with marital funds?

2 A I am not conceding anything. All I'm stating -- All
3 I'm stating is I paid.

4 Q Okay. But you, if understood your testimony, you
5 paid those expenses with funds that you earned during the
6 marriage?

7 A Correct.

8 Q Thank you.

9 A But that I do not -- I do not agree that is marital
10 funds in our relationship given how unorthodox it is.

11 Q Did you go to Bulgaria in 2008?

12 A That's correct.

13 Q Didn't you bring back \$10,000 yourself?

14 A I don't honestly know. And I had this discussion
15 with my attorney last night because I wanted to be very
16 straight with you. I might. I might not. Where I would
17 remember is when you signed the declaration on landing
18 cart, I honestly don't know, sir.

19 Q Wasn't a lot of, and I use the money, Bulgarian money
20 the cash, used to make repairs on those mobile homes for
21 you?

22 A No.

23 Q You saw the checks that were introduced into evidence
24 yesterday that showed repairs for mobile homes.

25 A There was nothing in the memo to say what any of

1 those checks were for except one.

2 Q Did a considerable amount of the money, the Bulgarian
3 money, go to pay off the debt that you created for purpose
4 of purchasing those homes?

5 A No.

6 Q When Sugar Pond was sold, I believe you testified
7 that you were concerned because none of the proceeds from
8 Sugar Pond were applied towards the home equity line of
9 credit?

10 A I was concerned about all of the proceeds from all of
11 the properties and why the home equity that started this
12 with Squirrel had not been repaid.

13 Q But is it correct that you said on direct examination
14 you were concerned when Sugar Pond was sold, that none of
15 the monies were used to apply towards that home equity
16 line of credit?

17 A I don't actually -- I mean, if you say I said that --
18 I mean, I don't remember this honestly. Because if you
19 said that, if that was --

20 Q Well, were you concerned when Sugar Pond was sold?

21 A I was concerned at each property.

22 Q Okay. Well, then, why did you let her put Brook in
23 her own name? If you were concerned at that point when
24 Sugar Pond was sold that, in your mind, you were getting
25 paid back, why did you allow her to buy another piece of

1 property and put it in her name only?

2 A Because that was in the 2009 timeframe and 2010. It
3 was only at the end of 2010 that she informed me that she
4 no longer loved me.

5 Q So you weren't concerned the money was not being paid
6 back on the home equity line of credit until 2011?

7 A 2011, my suspicions rose.

8 Q But not before then.

9 A No.

10 Q Why did you not object in 2011 when Montibello was
11 purchased and put in her name only?

12 A Because I knew legally in North Carolina, I have to
13 be a co-signatory's at closing.

14 Q Well, you were concerned, though, when Highland was
15 sold, right?

16 A I was not unduly concerned. I -- I forget the date
17 when Highland was -- But at that point, no, I wasn't
18 really concerned. And the previous properties were in
19 South Carolina.

20 Q But you never demanded that she take the proceeds
21 from Highland and pay back on the HELOC; did you?

22 A I trusted her. I trusted her.

23 Q And you didn't object when Montibello was put in her
24 name only; did you?

25 A I trusted her.

1 Q I would take that as a no?

2 A Sorry. Can you repeat the questions.

3 Q You didn't object when she put Montibello and all
4 those other properties in her name only?

5 A No.

6 MR. JONES: I don't have anything further.

7 MRS. CREECH: Thank you, Your Honor.

8 REDIRECT EXAMINATION

9 BY MRS. CREECH:

10 Q Mr. Robinson, when Mr. Jones was asking you about
11 your testimony earlier and your statement that you were
12 concerned that the proceeds from Sugar Pond weren't put
13 back on the HELOC, as we went through your testimony for
14 each of the purchase and sales of these properties, was
15 the question were you concerned or was the question did
16 any of those proceeds go to pay off the HELOC? Do you
17 remember?

18 A I was always acutely aware that the HELOC had to be
19 paid at some stage. At every property that was sold, I
20 had hope that actually there will be a period where we
21 could begin to repay the HELOC. However, as you can see
22 from chronologically, it was buy/sell, buy/sell and there
23 was really not a point to pull back and say, Okay, now is
24 the time. We've got enough capital. We got enough equity
25 to now pay the HELOC and -- Sorry, I was going to say --

1 Q And when did you become concerned about the fact that
2 the HELOC was still, the balance, was still outstanding,
3 but the proceeds from these properties continued to be
4 either push forward or placed somewhere that you weren't
5 being informed of?

6 A It was when in the marriage it was clear that Lina
7 was not happy and she made statement in end of 2010 that
8 probably only time she loved was at the beginning. It was
9 a very tough time. And so I began to get, quote,
10 suspicious or wondering where basically the HELOC, when it
11 was going to get paid and were all these proceeds. I
12 hadn't receive any.

13 Q In fact, you testified earlier that you first asked
14 Lina about these proceeds and to explain where the
15 proceeds had gone in June of 2011, correct?

16 A Correct. She would not even entertain discussing our
17 relationship or the joint investments we had in these
18 properties. Absolutely, she would not do it. And so my
19 only means of communication as ironic as it sounds, was
20 through e-mail. And so starting maybe even earlier than
21 the June timeframe, I began to try to communicate both
22 with her and the Boldts about my expressed concern about
23 the HELOC and the proceed from those properties.

24 Q Okay. When Montibello purchased and it was titled in
25 Mrs. Miteva's name, were you present at the closing for

1 Montibello?

2 A No, I wasn't.

3 Q Mr. Jones questioned you about your discovery, your
4 answer to number, I apologize Your Honor, to number 12
5 about what is non-marital property and the fact that you
6 listed Messina Road and not the trailers, correct?

7 A Correct.

8 Q All right. In interrogatories number six, could you
9 please read for the court what interrogatory number six
10 asked you?

11 A Please identify any and all real property you claim
12 to be marital.

13 Q What was your answer?

14 A It was Ferguson Meadow, Montibello and Caldwell Rush.

15 Q When you did these discovery responses, did you
16 believe that --

17 MRS. CREECH: I'm sorry, Your Honor, may I have this
18 marked as --

19 THE COURT: What is that?

20 MRS. CREECH: It's his responses to discovery.

21 THE COURT: That whole thing?

22 MRS. CREECH: Yes, sir. Well, it's the
23 interrogatories?

24 MR. JONES: I don't have an objection, Your Honor.

25 THE COURT: All right. We'll mark that as

1 Defendant's Exhibit 45.

2 (WHEREUPON, Defendant's Exhibit No. 45 was admitted
3 into evidence.)

4 BY MRS. CREECH:

5 Q When you prepared your discovery responses, have you
6 ever prepared discovery responses before?

7 A Never.

8 Q Did you believe that Mrs. Miteva knew about your
9 trailers?

10 MR. JONES: Objection. I hadn't said much about
11 leading, but this almost testifying.

12 THE COURT: All right. Try not to lead the witness.

13 MRS. CREECH: Thank you, Your Honor.

14 BY MRS. CREECH:

15 Q Prior to this litigation, had you discussed these
16 properties with Mrs. Miteva; the trailers?

17 A She knew about them from very early on.

18 Q Were you trying to hide these properties from Mrs.
19 Miteva in your discovery responses?

20 A No.

21 Q Earlier today, you testified about your 401(k) plan,
22 correct?

23 A Correct.

24 Q In fact, did you provide a copy, a current copy of
25 your 401(k) plan, I believe it was put into evidence by

1 Mr. Jones just a moment ago, in your discovery responses?

2 A I don't believe so.

3 Q Are you sure about that?

4 A No, I am not sure.

5 MRS. CREECH: Your Honor, may I have a moment?

6 THE COURT: Yes.

7 BY MRS. CREECH:

8 Q Okay. Did you provide a statement to my office of
9 your 401(k) plan?

10 A I believe so, yes.

11 Q Was that about the time of your responses to
12 discovery?

13 A Yes.

14 Q Were you trying to hide the existence of the 401(k)?

15 A No.

16 Q Okay. You testified earlier that you made no
17 contributions during the marriage, correct?

18 A Correct.

19 Q When you was filling out this financial declaration,
20 were you trying to down play your assets or avoid
21 disclosing your assets to the court?

22 A No, I was -- My intentions was to be as transparent
23 as I possibly could.

24 Q Was it an oversight on your part and the part of your
25 counsel?

1 A Evidently so.

2 Q Do you believe your answers are accurate, your
3 discovery response are accurate if not complete?

4 A Yes.

5 Q Mr. Jones asked you if Mrs. Miteva was the one who
6 worked with Alexander Andromanic because they were Russian
7 and didn't speak English, correct?

8 A Correct.

9 Q Since you have separated from Mrs. Miteva, has Alex
10 Andromanic done work for you own your home?

11 A Yes. He completed some work last year.

12 Q Were you able to communicate with him about that in
13 English?

14 A Absolutely.

15 Q When you were refinancing Messina, did you disclose
16 to the lender that you were receiving unemployment?

17 A I don't believe so.

18 Q Were you trying to hide income from the lender?

19 A No. I believe I -- By the mortgage broker, I was
20 advised that it didn't qualify.

21 Q Did you disclose it to the mortgage broker that you
22 were receiving unemployment?

23 A Yes.

24 Q Okay. Who helped you fill out the application for
25 the refinance?

1 A I believe I did it myself.

2 Q Who -- What was the roll of the mortgage broker in
3 that?

4 A They were basically trying to get the best deal.
5 Most competitive rate.

6 Q You indicated there was a firewall between your m
7 monies or what you consider the income that you earned or
8 funds that you brought into the marriage --

9 MR. JONES: Objection. I never went into the joint
10 versus separate funds. And that exceeds the scope of my
11 cross.

12 THE COURT: Sustained.

13 MRS. CREECH: Your Honor, if I may? I believe he
14 went into the detail about what constituted the marital
15 income, that his money constituted marital. And I believe
16 my client's response to this question indicated that
17 although they came in during the marriage, they never
18 considered, the nature of relationship was such that they
19 never considered it joint monies.

20 THE COURT: So what is your question that you want to
21 ask now about that? You said you're talking about the
22 firewall?

23 MRS. CREECH: Yes, Your Honor. I'm talking about the
24 firewall between the parties with their finances during
25 the marriage.

1 MR. JONES: I never questioned him about that.

2 THE COURT: Well, you did ask him about the
3 characterization of income. That's what you are claiming?

4 MRS. CREECH: Yes, Your Honor.

5 THE COURT: Well, the only thing he ever admitted was
6 that certain income was earned during the course of the
7 marriage. He didn't never agree that it was marital or
8 non-marital.

9 MR. JONES: Exactly.

10 THE COURT: So what is it would you want him the say?
11 Tell me what would be the best answer you'd get from
12 Mr. Robinson.

13 MRS. CREECH: Essentially that from the beginning of
14 the marriage, they had their separate accounts. Arguably,
15 they both earned income during the marriage, but they
16 handled their businesses separately. His child support
17 and tuitions were paid from his monies. Her tuitions were
18 paid from her monies. They were kept separately in that
19 respect.

20 THE COURT: Well, I think that's been well
21 established.

22 MRS. CREECH: Yes, sir.

23 THE COURT: I don't think there's any need to go into
24 that.

25 BY MRS. CREECH:

1 Q In 2008, when you and Mrs. Miteva travel to Bulgaria,
2 did Anna go with you?

3 A Yes, I believe she did.

4 Q Would that have been your annual trip to Bulgaria?

5 A Can I just -- She either went with us, but then
6 stayed a couple more weeks or she went before and we met
7 up with her. I can't remember whether we took her and
8 left her for a few more weeks with her grandparents or the
9 reverse.

10 Q But in any event, was that Anna's only trip to
11 Bulgaria that year?

12 A Yes.

13 Q Was that your only trip to Bulgaria that year?

14 A It was my only trip to Bulgaria, period.

15 Q Did Lina's mother travel from Bulgaria that year in
16 2008?

17 A I don't believe so. She had some legal problems of
18 her own.

19 Q From to 2007 to 2011, did Lina's mother travel to
20 every year from Bulgaria to the United States?

21 A Can you state the dates again?

22 Q From, during marriage the, from 2007 to 2011?

23 A My understanding is that she traveled -- Between 2007
24 and 2011?

25 Q Yes.

CLOSING STATEMENTS

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1 A I believe she traveled to the lakehouse twice.

2 Q And y'all were residing at the lakehouse during that
3 entire time?

4 A Messina Road. Sorry.

5 Q And how long would she stay on each visit?

6 A She usually stay about three months; three or four
7 months.

8 Q So it be easy to remember when she stays, correct?

9 A Yes.

10 MRS. CREECH: I have no further question.

11 MR. JONES: Nothing further.

12 THE COURT: Thank you, Mr. Robinson. You may step
13 down.

14 MRS. CREECH: The defendant rest, Your Honor.

15 THE COURT: I have not finished, I've started, but I
16 have not finished reading the deposition. So I'm not
17 prepared to make a ruling on the issue of divorce. And
18 neither am I prepared to make a ruling on this property
19 without studying these exhibits in detail. So I'm just
20 going to take everything under advisement. I've got to
21 finish reading that deposition. And I am going to ask
22 that each lawyer prepare an order that would decide this
23 case as his or her client would like for it to be decided.
24 The reason I'm doing that is to make sure that I don't
25 overlook any issues that might have been raised by either

CLOSING STATEMENTS

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1 party and that which might not be as clear to me at this
2 moment as I would like for them to be. I make sure I know
3 what everybody wants. Then from those orders, I may pick
4 one. I may make a combination of -- I may change them
5 around. So I'd like for you to send them to me by
6 electronic media in Word format. Does everyone has that?

7 MRS. CREECH: Yes, sir.

8 THE COURT: So I can combine them together and we can
9 convert, I think, from most things. But Word will be much
10 easier. Is there anything else we need to talk about?

11 MRS. CREECH: No, Your Honor. Other than may I hand
12 up my trial brief? Defendant's trial brief.

13 THE COURT: Yes.

14 MR. JONES: Is it an amended?

15 MRS. CREECH: Well, I'll hand him the other one. I
16 just forgot the part about alimony since it was on the
17 pretrial order. But it wasn't an issue.

18 MR. JONES: Well, I would ask leave of court for 10
19 days to submit one myself.

20 THE COURT: Certainly, you can have 10 days. I'd
21 like to have those orders, I think, within 15 days. I am
22 under obligation to try to get this decided within 30
23 days. So I'd like to have the orders within 15.

24 MR. JONES: Yes, sir.

25 THE COURT: Make sure that there are no exhibits out

CLOSING STATEMENTS

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1 there. I think they are all up here. All right. Well,
2 Mrs. Miteva and Mr. Robinson, I will compliment both of
3 you on your choice of attorney. This case has been
4 very -- It's a complicated case. But it's been presented
5 by your lawyers in a very straight-forward manner. And it
6 has been presented, I'll say, as clearly as possible.
7 There's a lot of things here that are not totally clear,
8 but I think you are lawyers have done an excellent job in
9 organizing the case and presenting it to me in a form
10 which will allow me to make what I would describe as a
11 reasonable decision. And that will be my goal in deciding
12 the case. So with that, we have everything. The case is
13 adjourned.

14
15
16
17
18 END OF TRANSCRIPT
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

IN THE FAMILY COURT

TZVETELINA MITEVA,)
PLAINTIFF,)

-VS-

2012-DR-46-1905

NICHOLAS ROBINSON,)
DEFENDANT.)

DE BENE ESSE DEPOSITION OF ZLATKA LUKANOVA MITEVA

ROCK HILL, SOUTH CAROLINA

APRIL 29, 2013

COPY

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Deposition of Ziatka Miteva

2

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ALSO PRESENT:

Tzvetelina Miteva
Nicholas Robinson
Iliana Sradkova-Strawn, Interpreter
Deborah Ghent

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Deposition of Zlatka Miteva

3

1 Pursuant to notice and/or agreement of the parties, the
2 De Bene Esse deposition of Zlatka Lukanova Miteva was
3 taken commencing at the hour of 2:17 p.m. on the 29th day
4 of April, 2013, at the offices of Jones & Martin, 305
5 Oakland Avenue, Rock Hill, South Carolina, in accordance
6 with the South Carolina Rules of Civil Procedure.

7 It was stipulated by Counsel for the Plaintiff and
8 Defendant that this deposition is taken for any purpose
9 allowed under the South Carolina Rules of Civil
10 Procedure;

11 That the signing of the transcript of deposition by
12 the witness is waived.

13 * * * * *

14 Iliana Sradkova-Strawn was duly sworn to translate the
15 questions from English to Bulgarian and the answers from
16 Bulgarian to English to the best of her ability.

17 * * * * *

18 Zlatka Lukanova Miteva, first being duly sworn, deposes
19 and says as follows:

20 EXAMINATION BY MR. JONES:

21 Q. Ms. Miteva, this is a deposition. I am going to be
22 asking you a series of questions. Your answers are
23 to be under oath. This deposition is being taken in
24 place of your presence at trial. Your presence will

Deposition of Zlatka Miteva

4

1 not be required at the trial in this case. This
2 deposition will be read in open court serving as
3 your testimony. Do you understand?

4 A. Yes.

5 Q. Okay. Would you state your full name, please?

6 A. Zlatka Lukanova Miteva.

7 Q. Of what country are you a citizen?

8 A. The Republic of Bulgaria.

9 Q. Is your primary residence in Bulgaria?

10 A. Yes.

11 Q. Are you here visiting your daughter and
12 granddaughter?

13 A. Yes.

14 Q. Are you also here for purposes of testifying on
15 behalf of your daughter?

16 A. Yes.

17 Q. How well do you know Nicholas Robinson?

18 A. She knows him very well. She knows him since 2006.

19 Q. How frequently have you come into contact with him
20 during the marriage?

21 A. She is here every year. And she stays here for a
22 few months. She lived for over six months on one of
23 her visits with the whole family.

24 Q. Do each of her visits last several months?

25 A. Between four and six months, each of them.

Deposition of Ziatka Miteva

5

1 Q. Has Mr. Robinson ever consumed alcoholic beverages
2 in your presence?

3 A. Yes, all the time.

4 Q. How frequently would he consume alcoholic beverages?

5 A. He starts the day with alcoholic beverage. He opens
6 the beer and he drinks beer after beer. He sleeps
7 for a little bit and then he gets up and opens
8 another beer. And that goes for the whole day until
9 my daughter is at work. He is drunk by the end of
10 the day.

11 Q. Have you seen him intoxicated on any number of
12 occasions?

13 A. Yes, on many, many occasions, every night, Saturday
14 and Sunday and during the day.

15 Q. How would he behave when he was intoxicated?

16 A. When he's drunk, he starts yelling at Lina. He
17 starts yelling at both of them, Lina and Ana. He
18 changes altogether. His eyes get translucent. He
19 looks like a fish. They start to sparkle, his eyes
20 start to sparkle. And his appearance is very cold
21 like a snake. He changes altogether when he is
22 drunk.

23 Q. And how often is this?

24 A. This is every night when we are all together
25 especially and when Lina comes back from work. And

Deposition of Ziatka Miteva

6

1 in the weekends, that's what he looks like during
2 the whole day.

3 Q. When he is intoxicated, would he become
4 argumentative or belligerent?

5 A. He becomes evil. He's aggressive. He starts
6 yelling. He's very mad. He's angry, and he
7 projected. If somebody says anything to him, he
8 might get ready to hit them.

9 Q. In addition to drinking, have you ever seen him take
10 prescription medicine?

11 A. Yes, she has.

12 Q. Would he take these medications while he was
13 drinking?

14 A. Yes, he has.

15 Q. How did the combination of drinking and prescription
16 medicines affect him?

17 A. He's very nervous, agitated. His hands start
18 shaking. The whole body starts to shake. His head
19 shakes.

20 Q. While you were visiting, was he ever employed?

21 A. No, he has not worked.

22 Q. Did he ever make efforts to find a job?

23 A. She thinks he never tried to look for a job because
24 in his condition with all the alcohol he was
25 consuming, she doesn't think it was possible that he

Deposition of Ziatka Miteva

7

1 had looked for a job.

2 Q. During the course of this marriage, did you ever
3 provide cash funds to your daughter?

4 A. Yes.

5 Q. What was the purpose of giving funds to your
6 daughter?

7 A. She gave money to Lina to invest in Ana's education
8 and her IRA.

9 Q. Whose IRA?

10 A. Lina's.

11 Q. How often would you give Lina money?

12 A. Every time she was here, she brought money and she
13 gave them to Lina.

14 Q. How much cash would you bring at a time?

15 A. Around \$10,000.

16 Q. Why \$10,000?

17 A. That's how much we're allowed to bring over the
18 border without declaring them.

19 Q. Over the course of the marriage, how much money have
20 you given to Lina?

21 A. Collectively throughout the marriage?

22 Q. Yes.

23 A. Around \$230,000.

24 Q. Have you ever transferred any funds to her that --
25 through wire transfers?

Deposition of Zlatka Miteva

8

- 1 A. Yes, she has, through a bank.
- 2 Q. Can you identify what this is?
- 3 A. Yes, this is a transaction, a money wire.
- 4 Q. Who did that money come from?
- 5 A. From Zlatka Lukanova Miteva (Interpreter says "from
- 6 her").
- 7 Q. Who was the money being sent to?
- 8 A. To Lina.
- 9 Q. Is that document written in Bulgarian?
- 10 A. The front part is Bulgarian, and the back, it looks
- 11 like it's translated into English.
- 12 Q. Okay. On the back, the last page of that document,
- 13 there are handwritten notes, I would say. Who wrote
- 14 that?
- 15 A. Me, this is my handwriting.
- 16 MR. JONES:
- 17 I would ask that this be marked as Plaintiff's
- 18 Number 1.
- 19 (Court Reporter marks Plaintiff's Exhibit Number 1, wire
- 20 Transfer, attached hereto.)
- 21 EXAMINATION CONTINUES BY MR. JONES:
- 22 Q. And that reflects a wire transfer of \$29,780 and a
- 23 transfer of \$37,000?
- 24 A. Yes.
- 25 Q. Now did Ana visit you every year in Bulgaria?

Deposition of Zlatka Miteva

9

1 A. Yes.

2 Q. Have you ever given her any cash to bring back to
3 her mother?

4 A. Yes, every time.

5 Q. Did anyone else provide Ana with any gifts in the
6 form of cash to bring back?

7 MS. CREECH:

8 Objection. It'd be hearsay. What's her basis for
9 knowing that?

10 MR. JONES TO INTERPRETER:

11 Tell her not to respond at this point.

12 MR. JONES:

13 I'll rephrase the question.

14 EXAMINATION CONTINUES BY MR. JONES:

15 Q. Do you of your own personal knowledge know whether
16 or not anyone else has given money to Ana to bring
17 back to the United States?

18 A. Yes.

19 Q. What personal knowledge do you have of those other
20 gifts?

21 A. It was in my presence. She met with her father in
22 Bulgaria, Ana, that is Ana met with her father in
23 Bulgaria. Her grandparents on her father's side
24 also gave her money. Zlatka's husband, too, and it
25 was all in her presence.

Deposition of Ziatka Miteva

10

1 Q. Do you personally know of anyone else who you gave
2 money to to bring to America for Lina?

3 A. Yes. So she gave money to her father -- to Lina's
4 father, and also people, acquaintances of Lina's,
5 who were traveling back from Bulgaria to the United
6 States.

7 MS. CREECH:

8 Objection, hearsay as to how she knows this.

9 MR. JONES:

10 She said she personally observed it.

11 MS. CREECH:

12 She said she personally observed Ana's father and
13 grandparents.

14 MR. JONES:

15 Okay.

16 EXAMINATION CONTINUES BY MR. JONES:

17 Q. Did you personally observe all of these funds being
18 transferred?

19 A. She gave the money at the airport to the specific
20 people to bring them over here. (Interpreter: "So
21 she's the one who gave the money.")

22 Q. Now are all of these funds included in that
23 \$230,000?

24 A. Yes. She doesn't have the exact sum, but it's
25 around that, and yes, they are included.

Deposition of Ziatka Miteva

11

1 Q. Were the funds intended for Lina to invest for Ana?

2 A. This money was sent to Lina for her to invest them
3 and to Ana and for her needs.

4 Q. Did Lina own any property in Bulgaria?

5 INTERPRETER:

6 Did Lina own?

7 MR. JONES:

8 Did Lina?

9 WITNESS CONTINUES:

10 A. Yes, she does have property.

11 Q. Did the witness manage the rental properties for
12 Lina?

13 A. Yes, she managed those properties.

14 Q. Can you identify what this is?

15 A. Power of attorney for her and her father. This is
16 mine (indicating). Both of them are mine which Lina
17 gave to me.

18 Q. What was the purpose of that power of attorney?

19 A. She made a power of attorney so Zlatka can manage
20 the properties. And also before she got married,
21 she had some cash funds in Bulgaria, so she can
22 manage those too.

23 MR. JONES:

24 I want to have that marked as Plaintiff's Number 2.

25 (Court Reporter marks Plaintiff's Exhibit Number 2, Power

Deposition of Ziatka Miteva

12

1 of Attorney, attached hereto.)

2 EXAMINATION CONTINUES BY MR. JONES:

3 Q. Can you identify what this is?

4 A. It's a power of attorney to manage her funds in
5 Bulgaria and the bank and cash.

6 MR. JONES:

7 I'd like to have that marked as Number 3.

8 (Court Reporter marks Plaintiff's Exhibit Number 3, Power
9 of Attorney, attached hereto.)

10 EXAMINATION CONTINUES BY MR. JONES:

11 Q. Were you aware of how Lina invested the money that
12 was transferred over here?

13 MS. CREECH:

14 Objection, hearsay.

15 MR. JONES:

16 She can answer if she was aware.

17 MS. CREECH:

18 How is she aware?

19 MR. JONES:

20 Well, if you will give me an opportunity, then I
21 will ask her how she is aware. I can't -- I've got
22 to be able to develop my foundation.

23 EXAMINATION CONTINUES BY MR. JONES:

24 Q. Are you aware of how she administered the funds?

25 A. Yes.

Deposition of Ziatka Miteva

13

1 Q. Has she personally seen where the money was
2 invested?

3 A. Yes.

4 Q. Where was it invested?

5 A. She has seen the townhouse, Tiana Way, and the --

6 COURT REPORTER:

7 You need to speak louder than her if she is going to
8 be talking over you.

9 INTERPRETER:

10 Okay.

11 WITNESS CONTINUES:

12 A. She has seen the townhouse and the trailer with lots
13 of lake property around it. And it's at the beach
14 of a little lake, the land.

15 MS. CREECH:

16 I renew my objection, hearsay. She's seen property.
17 That doesn't substantiate that she's aware of how
18 that property came to be.

19 EXAMINATION CONTINUES BY MR. JONES:

20 Q. How were you made aware that that's how the money
21 was invested?

22 A. She was made aware when she came over, Lina and Nick
23 explained it to her and Nick brought her to the
24 house in Tiana Way to show her the house that they
25 bought for Ana with part of the money that came from

Deposition of Ziatka Miteva

14

1 Bulgaria and the money that Ana's father left,
2 together with them, and after conversation with
3 them, they went to see the trailer. She had seen
4 other trailers that -- with the explanation that the
5 money that came from Bulgaria from her, those
6 trailers were paid off. Nick has thanked her
7 personally for the money that she has sent. And
8 they convinced her that those trailers would be for
9 Ana.

10 Q. Have you had direct conversations with Mr. Robinson?

11 A. Yes, she has had a conversation -- she had
12 conversation with both of them, Mr. Robinson and
13 Lina, and they explained to her that they were going
14 to take her into the trailer and why are they taking
15 her there.

16 Q. What did they say to her?

17 A. They explained to her that the house, the townhouse,
18 and one of the trailers was bought with money that
19 were for Lina, that Zlatka gave to Lina and the
20 other trailers, the part of the money that she sent,
21 the trailers were paid off and those properties were
22 going to be for Ana.

23 Q. In 2008, did Lina and her family go to Bulgaria?

24 A. Yes, they did.

25 Q. Were they given any funds to return home with?

Deposition of Ziatka Miteva

15

1 A. Yes.

2 Q. How much?

3 A. \$28,000.

4 Q. Over the years visiting, have you had the occasion
5 to stay at the house on Messina Way?

6 A. Yes. The whole time they were together, she has
7 always stayed at the house on Messina Way.

8 Q. Since the marriage, has she seen any improvements or
9 remodeling to the home?

10 INTERPRETER:

11 Since the beginning of the marriage?

12 MR. JONES:

13 Correct.

14 INTERPRETER:

15 Okay.

16 WITNESS CONTINUES:

17 A. When she came for the first time, the house looked
18 terrible. It looked like nobody had lived there.
19 There were webs outside. It smelled bad inside.
20 The walls and --

21 INTERPRETER:

22 I'm sorry, I lost the word right now.

23 MR. JONES:

24 Ask her to repeat it.

25 WITNESS CONTINUES:

Deposition of Ziatka Miteva

16

1 A. The wallpaper, I'm sorry, the wallpaper on the walls
2 and the bathroom were all torn. There were cobwebs
3 over the cabinets. The windows were very, very
4 dirty, which she cleaned.

5 Q. Other than cleaning, was there any remodeling or
6 additions?

7 A. After that, it looked like the whole house had been
8 remodeled. It was painted. The faucets, the
9 leaking faucets were fixed. The walls were newly
10 painted. The restrooms were completely renovated.
11 The house looked nice.

12 Q. Was there any additions?

13 A. The sink in the bathrooms were changed. The last
14 time I left the house, I couldn't come back. Lina
15 was doing renovations all the time. So it's really
16 hard to list all the things that changed in there
17 over the time, but what I can specifically say, in
18 my presence were called -- okay, there was a
19 contractor hired to do a renovation project. Nick
20 started to remove a staircase, which didn't look
21 quite right from the upper point to the lower point.
22 I haven't personally seen the whole renovation, but
23 when Lina came back to Bulgaria, she showed her
24 pictures of the progress of total changes that
25 happened over the time at the house. It looks like

Deposition of Ziatka Miteva

17

1 a brand new house.

2 Q. Did you along with Lina and the family go to Myrtle
3 Beach at the end of 2010?

4 A. Yes.

5 Q. Did Ana take a friend with her?

6 A. Yes. Her name was Jenna.

7 Q. Did a problem occur during your stay?

8 A. Yes, there was.

9 Q. What happened?

10 A. The first morning when we were at the hotel, Jenna
11 was very upset because Nick yelled at her because
12 she walked in the bedroom that Nick and Lina was
13 staying in without knocking.

14 MS. CREECH:

15 Objection. Hearsay. And objection as to her basis
16 for knowing what Jenna felt.

17 MR. JONES:

18 Okay. Well, will you allow me to develop my
19 foundation, Ms. Ash?

20 MS. CREECH:

21 Creech, yes.

22 EXAMINATION CONTINUES BY MR. JONES:

23 Q. Did you have an opportunity to observe any
24 interaction between Mr. Robinson and Jenna?

25 A. Yes.

Deposition of Ziatka Miteva

18

1 Q. And what did you see?

2 A. I saw that he yelled at her. I understood that he
3 was yelling at her because she got very upset and
4 she started crying. But when we went out for a
5 walk, she got better. We went out for dinner to a
6 part in northern Myrtle Beach to Mr. Robinson's
7 friends. So it was Mr. Robinson's family friends,
8 they got together and went to a dinner together.
9 Coming back from the restaurant, late at night,
10 there was a conversation in the car. I didn't
11 understand exactly what they were saying. But I saw
12 that Jenna started crying out loud. And by the time
13 we got back to the hotel, she was crying
14 uncontrollably and Mr. Robinson kept on talking to
15 her and not being nice to her. And when we went
16 back to the hotel, she wanted to call her parents
17 back for them to come and pick her up.

18 Q. Was he intoxicated at the time?

19 A. Yes.

20 MR. JONES:

21 Thank you. I don't have any further questions at
22 this time. Can we take just a small, little break
23 without anybody discussing anything with anybody?

24 MS. CREECH:

25 Yes.

Deposition of Ziatka Miteva

19

1 (BRIEF RECESS)

2 EXAMINATION BY MS. CREECH:

3 Q. Ms. Miteva, when you state that you visited every
4 year, what was the first year that you visited Lina
5 and Nick?

6 A. Yes, she remembers. It was 2006.

7 Q. And in 2006, had you met Nick prior to visiting?

8 A. No, she did not.

9 Q. How long did you stay on that visit?

10 A. She usually stayed between four and six months. She
11 doesn't exactly remember about that visit. She
12 didn't take notes.

13 Q. How much money did you give to Lina on that visit?

14 A. \$10,000, close to \$10,000.

15 Q. And how many times in 2006 did you visit?

16 A. She thinks it's only once, it could be more because
17 there were occasions when she would go back to
18 Bulgaria and then she would come back in the same
19 calendar year. But for sure once.

20 Q. And in 2007, did you visit?

21 A. She thinks so. She thinks so. She doesn't quite
22 remember, but even on the passport, you can't see
23 the stamps because they stopped stamping the
24 passports when you come back and in.

25 Q. They stopped or they started stamping?

Deposition of Ziatka Miteva

20

1 A. They don't do it anymore.

2 Q. When did they stop doing that?

3 A. She believes it is when Bulgaria became part of the
4 European Union because it is more open and free to
5 go out and come back in because Bulgaria is a
6 country in the European Union. She thinks it's
7 2006, 2007, when they stopped, the Bulgarian
8 authorities, doing the stamps.

9 MS. CREECH TO INTERPRETER:

10 And earlier when she answered my question, did she
11 indicate that it was because of the European Union
12 or was that your understanding?

13 MR. JONES:

14 Off record.

15 (OFF RECORD)

16 EXAMINATION CONTINUES BY MS. CREECH:

17 Q. So 2007, did she visit?

18 A. She's answered that she doesn't remember. She
19 thinks she was. She thinks she's been here every
20 year. There has been a year when she's been here
21 twice.

22 Q. In 2008, did she visit?

23 A. This is the same question. You are repeating the
24 question. She repeated that she doesn't remember.
25 She thinks she was, and then they came to Bulgaria.

Deposition of Ziatka Miteva

21

1 Q. Okay. My question is do you remember did you visit
2 during 2008?

3 A. She can't say for sure, but she thinks she was.

4 Q. When during 2006 did you visit?

5 A. She didn't keep notes, so she's not quite sure. But
6 she usually came in autumn and left when Ana's
7 school year was over. Or she left a little earlier
8 and she came back on the same year that she left a
9 little earlier.

10 Q. Was that in 2006?

11 A. She can't say for sure about 2006. She just doesn't
12 -- she thinks she had. She doesn't have notes and
13 she can't recall.

14 Q. In 2009, did she visit?

15 MR. JONES:

16 I'm going to object.

17 WITNESS CONTINUES:

18 A. She thinks she was here in 2006, 2007, 2008, 2009,
19 2010. She was not here 2011.

20 MS. CREECH:

21 Can we break for a moment off the record?

22 (OFF RECORD)

23 MR. JONES:

24 The basis of my objection is you have already asked
25 these same questions over and over. You asked her

Deposition of Ziatka Miteva

22

1 when she was here and she said she thinks she was
2 here during every year of the marriage, but she's
3 not sure. And yet you keep on asking the same
4 thing, which is nothing short of beginning to be
5 harassment, and that's the basis of my objection.
6 You've already asked the question, and you've
7 already been given the answer, Counsel.

8 EXAMINATION CONTINUES BY MS. CREECH:

9 Q. When in 2009 did you visit?

10 A. She refuses to answer the same questions. She
11 doesn't want to answer the same questions over and
12 over.

13 MR. JONES:

14 She has to answer the question.

15 WITNESS CONTINUES:

16 A. She doesn't remember.

17 Q. How long did she stay in 2009?

18 A. She doesn't remember.

19 Q. Did she bring monies in 2009?

20 A. Yes, she brought money in 2009.

21 Q. How much money did she bring?

22 A. \$10,000, around \$10,000.

23 Q. Did she visit in 2010?

24 A. Yes, she was.

25 Q. When did she visit in 2010?

Deposition of Ziatka Miteva

23

- 1 A. She doesn't remember exactly when.
- 2 Q. How long did she stay?
- 3 A. She doesn't remember for how long.
- 4 Q. Did she bring money?
- 5 A. Yes, she brought money.
- 6 Q. How much did she bring?
- 7 A. \$10,000.
- 8 Q. How many times did she visit in 2010?
- 9 A. She doesn't remember.
- 10 Q. And in 2011 did she visit?
- 11 A. She doesn't think so. Yes, she was here 2011, she
- 12 was here 2012.
- 13 Q. When in 2011?
- 14 A. She says she doesn't remember. She didn't take
- 15 notes. She didn't put down the month that she was
- 16 here. She can't say exactly the time when she was
- 17 here.
- 18 INTERPRETER:
- 19 Can I interrupt for a second? Can I get some water?
- 20 (OFF RECORD)
- 21 EXAMINATION CONTINUES BY MS. CREECH:
- 22 Q. While I recognize that she doesn't remember the
- 23 exact dates, does she have some idea of when she was
- 24 here?
- 25 A. Usually she would come October, November, and she

Deposition of Ziatka Miteva

24

1 goes back to Bulgaria the next year at different
2 times. Sometimes she waits for Ana to finish with
3 school so she can take her back with her. Sometimes
4 she leaves before Ana's out of school.

5 Q. So in 2011 when she visited, were Lina and Nick
6 residing together?

7 A. She doesn't think so, she doesn't think that they
8 were living together -- they were residing together
9 in 2011.

10 Q. How many times did Ana go back with her from 2006
11 until when they separated?

12 A. She traveled by herself sometimes.

13 INTERPRETER:

14 Are you asking about the times when she went back
15 with her?

16 MS. CREECH:

17 Yes.

18 WITNESS CONTINUES:

19 A. She can't say the exact number because there are
20 times when she traveled with Zlatka to Bulgaria or
21 she would come back with the airline where they
22 provide service for the children to be looked after
23 while they are on the plane. But she can for sure
24 say that Ana went back to Bulgaria every year.

25 Q. And how long would Ana stay?

Deposition of Ziatka Miteva

25

1 A. Two months.

2 Q. Where did the \$10,000 come from that she would bring
3 when she visited, meaning Ms. Miteva would bring
4 when she visited?

5 A. Savings. Their own family savings.

6 Q. Which bank were those savings held in?

7 A. They don't have to be in a bank. They don't have to
8 be in a bank.

9 Q. Were they in a bank?

10 A. They invested them in different things, just
11 clarifying when she brought the money back over
12 here.

13 Q. Where did those monies come from? She said savings,
14 where were those monies held?

15 A. When she left, they were not in the bank. They were
16 their money that they operated with. In Bulgaria,
17 we don't keep all our money in a bank.

18 Q. A moment ago she answered that they were monies from
19 investments. What sort of investments?

20 A. Some of it was from properties and rentals.

21 Q. I'm sorry.

22 A. Some of the money came from properties that they
23 owned and rentals.

24 Q. When I was visiting -- she testified earlier that
25 she was present when Ana was given monies by other

Deposition of Zlatka Miteva

26

1 individuals.

2 A. That is Ana's father that met in Varna in their
3 home. She brought Ana to her grandparents in Sofia.
4 There they in front of her gave money to Ana. Her
5 husband, Zlatka's husband, in her presence gave
6 money to Ana.

7 Q. How much money?

8 A. Around \$10,000 every time, because that's the amount
9 that they can bring back.

10 Q. Did she ever see receipts or deposit slips
11 indicating that the monies she gave went into any
12 account here in the states?

13 INTERPRETER:

14 Can you repeat that again?

15 EXAMINATION CONTINUES BY MS. CREECH:

16 Q. Did she ever see receipts or deposit slips
17 indicating that the monies that she gave to Lina or
18 to Ana went into any account in the United States?

19 A. Yes, Lina showed her an account, a printout of an
20 account and told her that the money went in this
21 account, but she can't say which account exactly.

22 Q. What did the printout show?

23 A. The printout showed what came in, what came out, the
24 withdrawals, the deposits, where did the money go.

25 Q. When was she shown this printout?

Deposition of Ziatka Miteva

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- 1 A. When she was here when she asked about the money.
2 Q. What year?
3 A. She didn't say which year, almost every year --
4 almost every year, Lina gave her an account of the
5 money, what would happen with the money.
6 Q. This is based upon what Lina has told her, correct?
7 A. Yes, and she has seen the printout of Lina showing
8 her where the money went and what happened with the
9 money and where did they go. She wasn't so naive
10 not to ask about what -- how the money were managed.
11 And she doesn't trust so easily.
12 Q. Does she know Nadia and Pavel Boldt?
13 INTERPRETER:
14 Nadia and Pavel, I'm sorry?
15 MS. CREECH:
16 Boldt.
17 INTERPRETER:
18 Boldt?
19 MS. CREECH:
20 Yes.
21 WITNESS CONTINUES:
22 A. Yes, she does.
23 Q. How does she know them?
24 A. She doesn't know them very well, but she's
25 acquainted with them.

Deposition of Ziatka Miteva

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- 1 Q. When has she last seen them?
- 2 A. A long time ago.
- 3 Q. What is her understanding of their relationship with
- 4 Lina and Nick?
- 5 A. Nothing.
- 6 Q. Then how does she know them?
- 7 A. She doesn't know them very well, but she knows them.
- 8 Q. How did she meet them?
- 9 A. At Christmas at the Greek Church.
- 10 Q. Who introduced them?
- 11 A. They were lining up for lunch. She heard people
- 12 speaking in Russian, and she met them. And she met
- 13 other people, too, the same way.
- 14 Q. Did she ever meet Nadia and Pavel with Lina and
- 15 Nick?
- 16 A. Yes, she did.
- 17 Q. Where?
- 18 A. She remembers one time they went to visit them.
- 19 Q. I'm sorry, who is they?
- 20 A. She thinks they went over -- she thinks, yes, they
- 21 went for a visit.
- 22 Q. Who is they?
- 23 A. Nadia and Pavel.
- 24 INTERPRETER:
- 25 I'm asking her if it was in the house.

Deposition of Ziatka Miteva

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1 WITNESS CONTINUES:

2 A. She doesn't quite remember if it was -- exactly
3 where it was.

4 Q. But when she says they, who did she visit the Boldts
5 with?

6 A. She doesn't remember if it was those people. They
7 went somewhere, but she doesn't remember where.

8 Q. What was the purpose of going?

9 A. And she was never alone.

10 Q. Who was with her?

11 A. She doesn't remember. It could have been with Lina,
12 with Nick, or with both of them.

13 Q. What was the purpose of the visit?

14 A. She doesn't remember. Wherever they go, she's not
15 quite sure where they're going until they get there.

16 Q. Did she ever look at the investment properties with
17 the Boldts?

18 A. No. She hasn't seen any houses with the Boldts.

19 MS. CREECH:

20 Give me just a minute.

21 (OFF RECORD)

22 EXAMINATION CONTINUES BY MS. CREECH:

23 Q. When she visited in 2006 and saw Messina, how long
24 had her daughter lived at Messina?

25 A. When she came for the first time and saw Messina, it

Deposition of Ziatka Miteva

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1 was in 2006. Nick was living with Lina in Derwood,
2 close to Washington.

3 Q. When did she first see Messina?

4 A. 2006. She thinks 2006 because Nick was in Derwood.
5 It might have been the beginning of 2007 but she's
6 pretty positive it was 2006.

7 Q. Was anybody living in Messina when she first saw it?

8 A. There were tenants who had moved out at that point,
9 but there were some sofas left over. Or maybe when
10 they came to live together, they moved them in. But
11 I know that when we came, there were tenants who had
12 left -- who had left the property and some of his
13 property, his personal belongings, were still there.

14 Q. Was she present for Lina and Nick's wedding?

15 A. No.

16 Q. How long after they got married did she first visit?

17 A. She doesn't remember.

18 MS. CREECH:

19 Give me just a moment.

20 WITNESS CONTINUES:

21 A. Maybe it was the same year, maybe it was the spring
22 of next year. She can't say.

23 Q. When she visited in 2006, was Nick drinking?

24 A. Yeah, he was drinking at Derwood too. We're talking
25 about beer after beer.

Deposition of Ziatka Miteva

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- 1 Q. Was it always the same from 2006 until Lina and Nick
2 separated, his drinking?
- 3 A. He was -- at the beginning he was kind of hiding it,
4 but then it was out in the open.
- 5 Q. When was the beginning?
- 6 A. She's talking about the times when she was there,
7 from the first time that she was there.
- 8 Q. If he was hiding it, how did she know he was
9 drinking beer after beer?
- 10 A. He wasn't quite hiding it. He was still drinking
11 beer after beer, but he couldn't sleep because he
12 was in their house, during the day.
- 13 Q. In 2006, did she think Nick had a drinking problem?
- 14 A. She always thought that he had a problem with
15 alcohol.
- 16 Q. Did she ever voice that to Lina?
- 17 A. No, she hasn't. She has observed a lot of things
18 which she has not voiced to Lina because she didn't
19 want to worry her.
- 20 Q. But in 2006, Lina and Nick were living together,
21 correct?
- 22 A. Yes. She's not sure when exactly they started
23 living together, but when she came, they were
24 already living together.
- 25 Q. If she doesn't remember how many times she visited,

Deposition of Ziatka Miteva

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- 1 how does she know how much money collectively Lina
2 received from Bulgaria?
- 3 A. She didn't take notes, just like with her times to
4 visit, with the money, but when she talked about it
5 and she looked over it, she thinks it's between
6 \$200,000 and \$230,000.
- 7 Q. When she talked about what with whom?
- 8 A. Now she looked -- she -- they remembered what they
9 gave and the amount that she came with mentally.
- 10 Q. Who did she talk to recently now about money?
- 11 A. Nobody, not that she was asked about money. She
12 thought about it and she had remembered that much
13 money.
- 14 Q. How is she remembering that much money? What is the
15 basis for that number?
- 16 A. That's her own calculations, the same amount she's
17 repeating, \$200,000 to \$230,000.
- 18 Q. But to reach that number, she had to have done some
19 sort of math.
- 20 A. She did it mentally.
- 21 Q. Could she do it for us verbally so that we can
22 understand how she got \$230,000?
- 23 A. No, she can't. Those are her own calculations.
- 24 Q. She can't or she won't?
- 25 A. She can't and she doesn't think she needs to say her

Deposition of Ziatka Miteva

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1 way of thinking. Her calculations, around \$200,000
2 to \$230,000, which they gave to Lina.

3 Q. I guess my question is if she's bringing \$10,000
4 into the country, and she doesn't remember how many
5 times she visited, and Ana's bringing \$10,000 into
6 the country, and she doesn't remember how many times
7 Ana visited, then what math leads her to \$230,000?

8 A. Ana came every year, \$10,000 for each visit. She
9 came every year, \$10,000 for each year. The money
10 transfers, what her father gave her -- what her
11 father gave her, and she doesn't recollect all the
12 occasions. That's why she's not saying a concrete
13 amount. She's saying between.

14 MS. CREECH:

15 I have no further questions.

16 MR. JONES:

17 Nothing further from me.

18 (There being no further questions, the deposition was
19 concluded at 3:38 p.m.)
20
21
22
23
24
25



Централна Кооперативна Банка

До: ЦЕНТРАЛНА КООПЕРАТИВНА БАНКА

банка

80808ET-AA-1684

участник регистрационен номер

Клон: ЦКБ АД - клон ВАРНА

Адрес: Варна, бул. Съборни 50А

18.08.2008, 15:57:41, Вярна ИРМ Черногорци

дата, час и място на представяне

послус на наредителя

Платете на - име на получателя: ЦВЕТЕЛИНА ГОСПОДИНОВА МИТЕВА		
IBAN на получателя: [REDACTED] 9883 00		BIC на банката на получателя: CECBBGSGF
При банка - име на банката на получателя: ЦКБ АД Клон Варна		
ПРЕВОДНО НАРЕЖДАНЕ за кредитен превод	Вид валута: USD	Сума: 28'780.00
Основание за превод - информация за получателя: ПРЕХВЪРЛЯНЕ СРЕДСТВА		
Още пояснения:		
Наредил - име: ЦВЕТЕЛИНА ГОСПОДИНОВА МИТЕВА		
IBAN на наредителя: [REDACTED] 9883 00		BIC на банката на наредителя: CECBBGSGF
Платежна система:	Такси: 002	Дата на изпълнение: 18.08.2008

Съставил:

Цветелина Господинова Котомарова

Проверил:

Попълва се при преводи към чужбина и между местни и чуждестранни лица в стрелата, на стойности равни или надвишаващи сумата по чл. 312, ал. 1 от Наредба 27 на БНБ за статистиката на платежния баланс

Данни за наредителя -	Данни за получателя -
Държава на наредителя	Държава на получателя
Адрес на наредителя	Адрес на получателя
Описание на икономическата същност на превода	
При превод на средства във връзка с вече предоставени от или на чуждестранно лице финансови кредити	Номер на БНБ

Известно ми е, че за посочените на наредител данни поема отговорност по чл. 313 от Наредбата за статистиката на платежния баланс

Платеж 180808ET-AA-1684



До
Централна Кооперативна Банка АД
Клон



НАРЕЖДАНЕ ЗА БАНКОВ ПРЕВОД В ЧУЖДЕСТРАННА ВАЛУТА

Нареждам/е, като задължавам сметка № [REDACTED] да извърши следния банков превод.

Please, execute the following bank transfer by debiting our account №

1) Име и адрес на нареждателя
Name and Address of Orderer

TZVETELINA GOSPODINOVA
MITEVA

2) Сума и валута на превода
Amount and currency of Transfer

VARNA MLADOST 4031371122

Вид валута (currency):

[REDACTED]

Сума цифром
(amount in figures):

[REDACTED]

Сума словом
(amount in letters):

[REDACTED]

3) Банка на получателя
Beneficiary's Bank

Име и адрес
Name and Address
SWIFT - код
SWIFT - code

BANK of America - 4433
55-3904-483

4) Номер на сметката на получателя или IBAN
Beneficiary's Account Number or IBAN

[REDACTED] 1318

5) Име и адрес на получателя
Beneficiary's Name and Address

TZVETELINA GOSPODINOVA MITEVA
[REDACTED] Lake Myche

6) Мотив за плащане
Details of Payment

TRANSFER

7) Банковите комисиони
Banks' Charges

На ЦКБ АД са за сметка на
of CCB are for the account of

за моя/наша сметка:
ourselves:



получателя:
beneficiary:



На чуждите банки са за сметка на
of foreign banks are for the account of

за моя/наша сметка:
ourselves:



получателя:
beneficiary:



8) Банка-посредник по превода (по желание)
Intermediary Bank (optional)

9) Допълнителни изисквания по банковия превод
Additional requirements regarding the bank transfer

[REDACTED]

Декларирам, че съм/сме запознат/а с изискванията на Валутния Закон, Закона за Мерките срещу Изпиргането на Пари, както и с Условията на Тарифа за таксите и комисионите на ЦКБ АД.
I/We declare that I am/we are acquainted with the stipulations of the Currency Act, the Law on the Measures against Money Laundering and the Terms and Conditions of the Thrift of Central Cooperative Bank Plc.

Дата (date)

18.10.2008

Погнато и печат (signature and stamp)

[Signature]

1: MESSAGE HEADER
[REDACTED] 1269
2: APPLICATION HEADER
T103AEIBUS33XXXXXN
3: USER HEADER
:108: Message User Reference
MUR: [REDACTED] 0279
4: MESSAGE TEXT
:20: Sender's Reference
TRN: [REDACTED] 0279
:23B: Bank Operation Code
CRED
:32A: Value Date, Currency Code, Interbank Settled Amount
Value Date: 061002
Currency Code: USD
Settled Amount: 37'000,00
:33B: Currency/Instructed Amount
Currency Code: USD
Amount: 37'000,00
:50K: Ordering Customer
Optional Account Line: [REDACTED] 8300
Full Address: TZVETELINA GOSPODINOVA NITEVA
MLADOST
VARNA BULGARIA
:57D: Account With Institution
Optional Account Line: [REDACTED] 4403
Full Address: BANK OF AMERICA
4433 SOUTH TRYON STR.
CHARLOTTE, NC 28217
:59: Beneficiary Customer
Optional Account Line: /223004591318
Full Address: TZVETELINA GOSPODINOVA NITEVA
[REDACTED] LAKE WYLE SC
:70: Remittance Information
Free Format: TRANSFER
:71A: Details of Charges
SHA
:72: TRAILER
:73: Checksum
:74: Status Sc
:75: [REDACTED] 9F2A



BULGARIAN-ENGLISH SERVICES

Translation Services

Ivan S Ivanov

Cell phone # 404-552-0504

notary.atlanta@abv.bg

4405 Bradstone Trace NW

Lilburn, GA 30047

Translated from Bulgarian language

POWER OF ATTORNEY

I, the undersigned Tzvetelina Gospodinova Miteva, [Miteva is handwritten with notation "correction is mine" Notary Public : signature illegible, affixed stamp of Notary Public #434 of Julia Kamenova-Kostadinova, appointed in Region Varna, Chetrafilova is struck through], Civil # 7004183330

do hereby appoint

my mother, Zlatka Lukanova Miteva, holding Civil # 4607043298,

as my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following:

TO RECEIVE on my behalf any amount of money and to receive performance of any and all obligations to me by individuals, companies and institutions in Bulgaria and abroad including but not limited to receiving money orders, mail and parcels.

TO ADMINISTER and MANAGE my deposits in leva and in foreign currency in commercial banks in Bulgaria and abroad, including: to withdraw any amounts from them without restrictions up to the amount of available credit and close them when she deems it necessary; to negotiate or change the terms of the deposits and open new deposit accounts, under conditions as she deems appropriate.

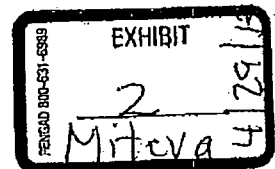
TO REPRESENT ME as my agent (attorney-in-fact) in all initiated by me or against me legal, administrative and execution/collection lawsuits and procedures, as well as to have the right to transfer the power of appointment to other attorneys and agents, including the rights under Article 22 § 2 of the Code of Civil Procedures.

TO REPRESENT ME before all individuals, organizations and companies of government and local authorities on all matters concerning me, and to enter into any legal deals on my behalf and at my expense, including the right to negotiate with herself whenever she deems it necessary.

The present power of attorney is valid indefinitely.

Sofia, Feb 15, 2000

Grantor: signature [ill.]



On the back of the document:

On this day: February 17, 2000 Alexander Ganchev, Notary Public in the District court of Varna, reg. # 194 with the Chamber of Notaries Public, certifies the authenticity of the signature affixed to this document by Tzvetelina G. Chetrafilova, residing in the city of Varna ; reg # 997 , fee collected leva 3.00. Notary Public : signature [ill.]
affixed stamp of Notary Public #194 of Alexander Ganchev, appointed in Region Varna

On this day: April 13, 2001 Julia Kamenova-Kostadinova, Notary Public in the District court of Varna, reg. # 434 with the Chamber of Notaries Public, certifies the authenticity of the signature affixed to this document by Tzvetelina Gospodinova Miteva, residing in the city of Varna ; reg # 593 , fee collected leva 3. Notary Public : signature [ill.]
affixed stamp of Notary Public #434 of Julia Kamenova-Kostadinova, appointed in Region Varna

ПЪЛНОМОЩНО

Директор на МВР-Варна Гостиняков Матей
 ЕГН 4607043298, роден на 16.03.2001 г.
 с лична карта № 103, вх.3, ал.122

УПЪЛНОМОЩАВАМ

Майка Ми Златка Духанова Митева с ЕГН 4607043298, лична карта номер 111245608
 издадена 05/11/2001 г. от МВР-Варна

Съо следните права:

ДА ПОЛУЧАВА от мое име всякакви парични суми и да присъма изпълнението на всякакви задължения към мен от всички лица, утвърждения и организации в страната и чужбина, включително да получава пощенски записки, писма и колетни пратки на мое име, да открива, закрива, прехвърля, да се разпорежда както намери за добре с телефонните ми постове и да подписва договори.

ДА СЕ РАЗПОРЕЖДА с алоговете ми в лева и валута в търговските банки в страната и чужбина, като тегли суми от тях без ограничение до размера на наличния кредит и като ги ликвидира, когато намери това за необходимо; да уговаря или променя условията по депозитите и да открива нови такива при условия, каквито счита за уместни. Да тегли от свое име или от мое име банкови кредити каквито суми прецени и при условия каквито договори като гарантира кредитите с наличните ми алогове в лева и валута.

ДА МЕ ПРЕДСТАВЛЯВА като мой пълномощник по всички образувани от и срещу мен съдебни, административни и изпълнителни дела, с правото да преупълномощава адвокати, включително и с правата по чл.22 ал.2 ГПК.

ДА МЕ ПРЕДСТАВЛЯВА пред всички лица, държавни и общински организации по всички засягащи ме въпроси както и да сключва всякакви правни сделки от мое име и за моя сметка, включително и с правото да договаря сам с себе си, всякога когато счита това за необходимо.

ДА отдава под наем собствените ми недвижими имоти, като сключва договори, получава наема и преупълномощава трети лица с тези права.

Настоящото пълномощно е безсрочно.

УПЪЛНОМОЩИТЕЛ:

Подписаният Д. Духанов
 завеждащ консулската служба при
 м-в. Вашингтон
 засвидетелства истинността на
 подписания по горе подпис на
Златка Духанова Митева
 в самоличността на когото се
 утвърждават дадените ми
парични суми № 111245608
 с кован такъв Б.Р.
 с кв. № 103 вх. 3 ал. 122
 Изх. № 103
 Зав. консулската служба





BULGARIAN-ENGLISH SERVICES

Translation Services

Ivan S Ivanov
Cell phone # 404-552-0504
notary.atlanta@abv.bg

4405 Bradstone Trace NW
Lilburn, GA 30047

Translated from Bulgarian language

POWER OF ATTORNEY

I, the undersigned Tzvetelina Gospodinova Miteva, Civil # 7004183330, Bulgarian passport # 317385080, issued on 1603/2001 [dd/mm/yyyy], residing at the address: City of Varna, housing complex Mladost, block 103, entr. 3, apt. 122,

do hereby appoint

my mother, Zlatka Lukanova Miteva, holding Civil # 4607043298, Bulgarian ID # 111239560, issued on 05/11/2001 [dd/mm/yyyy] in the City of Varna, Bulgaria, by the Police Department of Varna

as my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following:

TO RECEIVE on my behalf any cash and to receive performance of any and all obligations to me by individuals, companies and institutions in Bulgaria and abroad including but not limited to receiving money orders, mail, parcels; to open, close, transfer and dispose as she considers appropriately of my phone lines and sign any contracts.

TO ADMINISTER and MANAGE my deposits in leva and in foreign currency in commercial banks in Bulgaria and abroad, including: to withdraw any amounts from them without restrictions up to the amount of available credit and close them when she deems it necessary; to negotiate or change the terms of the deposits and open new deposit accounts, under conditions as she deems appropriate. To open and withdraw from, on her behalf or on my behalf, any bank credit lines in the amount she deems appropriate and under terms she negotiates, which credit lines shall be guaranteed by my leva and foreign currency deposits.

TO REPRESENT ME as my agent (attorney-in-fact) in all initiated by me or against me legal, administrative and execution/collection lawsuits and procedures, as well as to have the right to transfer the power of appointment to other attorneys and agents, including the rights under Article 22 § 2 of the Code of Civil Procedures.

TO REPRESENT ME before all individuals, organizations and companies of government and local authorities on all matters concerning me, and to enter into any legal deals on my behalf and at my expense, including the right to negotiate with herself whenever she deems it necessary.

TO rent my own real estate property and to enter into rental contracts thereof, receive rents thereof and to have the right to transfer to third parties any of these rights.

The present power of attorney is valid indefinitely.

Grantor: signature ill.

[Stamp on the upper right corner:]

The undersigned L. Grancharov, head of consular section of the Embassy in Washington witnessed the authenticity of the above signature of Tzvetelina Gospodinova Miteva, and verified the identity of the undersigned who presented her passport № 317885080.

Collected \$10 fee and issued receipt № 1-75697.

Outbound ref. № 481 2012 0 t.

Head of the Consular Section, signature [illegible].

Stamp of the Bulgarian Embassy in Washington affixed.



ПЪЛНОМОЩНО

Долуподписаната Цветелина Господинова Цветкова, ЕГН 7004183330, УПЪЛНОМОЩАВАМ майка ми Златка Луканова Митева ЕГН, 460704183330 със следните права:

ДА ПОЛУЧАВА от мое име всякакви парични суми, за изпълнението на всякакви задължения към мен от всички лица, учреждения и организации в страната и чужбина, включително да получава, пощенски записи и колетни пратки на мое име.

ДА СЕ РАЗПОРЕЖДА с влоговете ми в лева и валута в търговските банки в страната и чужбина, като тези суми от тях без ограничения до размера на наличния кредит и като ги ликвидира, когато намери това за необходимо; да уговаря или променя условията по депозитите и да открива нови такива при условия, каквито счете за уместни.

ДА МЕ ПРЕДСТАВЛЯВА като мой пълномощник по всички образувани от и срещу мен съдебни, административни и изпълнителни дела; с правото да преупълномощава адвокати, включително и с правото по чл. 22 ал. 2 ТПК.

ДА МЕ ПРЕДСТАВЛЯВА пред всички лица, държавни и общински организации и учреждения по всички засягащи ме въпроси, както и да сключва всякакви правни сделки от мое име и за моя сметка, включително и с правото да договаря сам със себе си, всякога, когато счете това за необходимо.

Настоящото пълномощно да важи безсрочно.

София, 15.2.2000г.

УПЪЛНОМОЩИТЕЛ:

Exhibit C

File Number: 243352175
Date Issued: 09/16/2011

SSN: XXX-XX-8441
Date of Birth: 1956
Telephone: 631-5664
Your SSN is partially masked for your protection

PREVIOUS ADDRESSES

Address: [REDACTED]
WALNUT COVE, IL [REDACTED]
Date Reported:
Address: 5566 MESSINA RD.
LAKE WYLIE, SC 29710

Employer Name: BANK OF AMERICA
Date Verified: 09/2008

Position:
Date Hired:

Special Notes: The display of your Social Security number has been abbreviated and your account numbers have been modified in this report for your protection. You may request disclosure of your full Social Security number by writing to us at the address found at the end of this report. Also if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

NA	EX	OK	EX	EX	90	120
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

The following accounts contain information that some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in >brackets< or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

PO BOX 17054
WILMINGTON, DE 19850-7054
(800) 421-2110

Balance:	\$0
Date Updated:	08/2011
High Balance:	\$9,875
Credit Limit:	\$12,000
Past Due:	\$0

Pay Status:	Paid or Paying as Agreed
Account Type:	Revolving Account
Responsibility:	Individual Account
Date Opened:	07/2007
Date Paid:	08/2010

>Maximum delinquency of 60 days in 06/2010 for \$78<

Last 48





>1< >1< 0

Months

X X X X X X X X X [OK] [OK] [OK] [OK] [OK] [OK] X X X X X X X
Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug
Jul X X X X X X X X X X X X X X X X X X X X X [OK] [OK] [OK]
Jul X X X X X X X X X X X X X X X X X X X X X

PO BOX 965005
ORLANDO, FL 32896-5005
(877) 222-6868

Balance:	\$0
Date Updated:	09/2011
High Balance:	\$2,949
Credit Limit:	\$1,090
Past Due:	\$0

Pay Status:	Paid or Paying as Agreed
Account Type:	Revolving Account
Responsibility:	Authorized Account
Date Opened:	06/2007
Date Closed:	04/2009
Date Paid:	01/2010

Late Payments
43 months

Last 43

[illegible]

00 00 90
>2< 0 0

Months

Satisfactory Accounts

The following accounts are reported with no adverse information.

AMERICAN EXPRESS #03782445500934****

PO BOX 981537
EL PASO, TX 79998
(800) 874-2717

Balance: \$0
Date Updated: 02/2003
High Balance: \$0
Credit Limit: \$10,000
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 12/1995
Date Closed: 01/2003

Loan Type: Credit Card

Remark: Account closed by consumer

Late Payments

34 months

00 00 90
0 0 0

Last 1

Months

OK
03

AMEX DEPARTMENT STORES N #37748118047****

PO BOX 8218
MASON, OH 45040
(800) 243-6552

Balance: \$0
Date Updated: 08/2011
High Balance: \$0
Credit Limit: \$1,000
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 11/2008

Loan Type: Credit Card

BANK OF AMERICA #6811101140****

4161 PIEDMONT PKWY
GREENSBORO, NC 27410-8110
(800) 451-6362

Balance: \$208,344
Date Updated: 08/2011
High Balance: \$216,295
Credit Limit: \$218,000
Past Due: \$0
Terms: Minimum \$528

Pay Status: Paid or Paying as Agreed
Account Type: Line of Credit Account
Responsibility: Individual Account
Date Opened: 10/2008

Loan Type: Home Equity Loan

Late Payments

34 months

00 00 90
0 0 0

Last 34

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug

BARCLAYS BANK DELAWARE #546638841232****

POB 8803
WILMINGTON, DE 19899
(866) 370-5931

Balance: \$846
Date Updated: 08/2011
High Balance: \$896
Credit Limit: \$7,500
Past Due: \$0
Terms: Minimum \$20

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 07/2011

Loan Type: Flexible Spending Credit Card

Late Payments

1 months

00 00 90
0 0 0

Last 1

Months

OK
jul

CAPITAL ONE BANK USA NA #517805729782****

PO BOX 30281
SALT LAKE CITY, UT 84130
(800) 955-7070

Balance: \$0
Date Updated: 08/2011
High Balance: \$8,068
Credit Limit: \$8,400
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 12/2006
Date Paid: 08/2007

Loan Type: Credit Card

Late Payments

48 months

00 00 90
0 0 0

Last 48

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug

335
https://annualcreditreport.transunion.com/products/single/viewPrintableReport.jsp?printVi... 9/16/2011

0 0 0
0 0 0

Months

CITICARDS CBNA #462120096900****

PO BOX 6497
SIOUX FALLS, SD 57117-6497
(800) 950-5114

Balance: \$0
Date Updated: 07/2007
Credit Limit: \$1,800
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 10/1995
Date Closed: 05/2007
Date Paid: 04/2007

Loan Type: Credit Card

Remark: Account closed by consumer

Late Payments

48 months

Last 48

0 0 0
0 0 0

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jun may apr mar feb '07 dec nov oct sep aug jul jun may apr mar feb '06 dec nov oct sep aug jul
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jun may apr mar feb '05 dec nov oct sep aug jul jun may apr mar feb '04 dec nov oct sep aug jul

DISCOVER FINCL SVC LLC #601149947503****

PO BOX 15316
WILMINGTON, DE 19850-5316
(800) 347-2683

Balance: \$748
Date Updated: 08/2011
High Balance: \$2,647
Credit Limit: \$10,100
Past Due: \$0
Terms: Minimum \$40

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 06/1996

Loan Type: Credit Card

Late Payments

45 months

Last 45

0 0 0
0 0 0

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
jul jun may apr mar feb '09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov

DISCOVER FINCL SVC LLC #601130004059****

PO BOX 15316
WILMINGTON, DE 19850-5316
(800) 347-2683

Balance: \$0
Date Updated: 12/2005
High Balance: \$0
Credit Limit: \$12,000
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 01/1998
Date Closed: 12/2005

Loan Type: Credit Card

Remark: Account closed by consumer

Late Payments

48 months

Last 48

0 0 0
0 0 0

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
nov oct sep aug jul jun may apr mar feb '05 dec nov oct sep aug jul jun may apr mar feb '04 dec
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
nov oct sep aug jul jun may apr mar feb '03 dec nov oct sep aug jul jun may apr mar feb '02 dec

DSNB/MACYS #418355098****

PO BOX 8218
MASON, OH 45040
(800) 243-6552

Balance: \$0
Date Updated: 09/2011
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 11/2008
Date Paid: 10/2010

Loan Type: Charge Account

Late Payments

33 months

Last 33

0 0 0
0 0 0

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '09 dec

FIA CSNA #426429949437****

P.O. BOX 15026
WILMINGTON, DE 19850
(800) 421-2110

Balance: \$0
Date Updated: 03/2009
High Balance: \$9,273
Credit Limit: \$20,200
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Joint Account
Date Opened: 01/2005
Date Closed: 03/2008
Date Paid: 03/2008

Loan Type: Credit Card

Remark: Account closed by consumer

Late Payments

48 months

Last 48

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
feb '07 dec nov oct sep aug jul jun may apr mar feb '06 dec nov oct sep aug jul jun may apr mar

0 0 0

Months

GEMB/LOWES #798192441143****

PO BOX 965005
ORLANDO, FL 32896-5005
(800) 444-1408

Balance: \$417
Date Updated: 08/2011
High Balance: \$2,288
Credit Limit: \$2,300
Past Due: \$0
Terms: Minimum \$15

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 06/2011

Loan Type: Charge Account

Late Payments

2 months

0 0 0

Last 2

Months

OK OK
Jul Jun

GEMB/OLD NAVY #601859601699****

PO BOX 965005
ORLANDO, FL 32896-5005
(877) 222-6868

Balance: \$0
Date Updated: 09/2007
High Balance: \$574
Credit Limit: \$850
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Authorized Account
Date Opened: 05/2003

Loan Type: Charge Account

Late Payments

48 months

0 0 0

Last 48

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
Aug Jul Jun May Apr Mar Feb '07 Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb '06 Dec Nov Oct Sep
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
Aug Jul Jun May Apr Mar Feb '05 Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb '04 Dec Nov Oct Sep

WELLS FARGO BANK #438654041015****

PO BOX 3117
WINSTON SALEM, NC 27102
(800) 922-4684

Balance: \$0
Date Updated: 11/2009
High Balance: \$39,673
Credit Limit: \$40,000
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Line of Credit Account
Responsibility: Individual Account
Date Opened: 06/2002
Date Closed: 05/2008
Date Paid: 03/2008

Loan Type: Home Equity Loan

Remark: Account closed by consumer

Late Payments

48 months

0 0 0

Last 48

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
Oct Sep Aug Jul Jun May Apr Mar Feb '09 Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb '08 Dec Nov
OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
Oct Sep Aug Jul Jun May Apr Mar Feb '07 Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb '06 Dec Nov

WELLS FARGO BANK PCM #741428****

DRU-PCM
POB 3117
WINSTON SALEM, NC 27102
(800) 946-2626

Balance: \$0
Date Updated: 07/2011
High Balance: \$5,699
Credit Limit: \$7,000
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Line of Credit Account
Responsibility: Joint Account
Date Opened: 10/1992
Date Closed: 10/2010
Date Paid: 03/2008

Loan Type: Line of Credit

Remark: Account closed by consumer

Late Payments

32 months

0 0 0

Last 32

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
Jun May Apr Mar Feb '11 Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb '10 Dec Nov Oct Sep Aug Jul
OK OK OK OK OK OK OK OK
Jun May Apr Mar Feb '09 Dec Nov

WELLS FARGO HOME MORTGAG #708021499****

PO BOX 10335
DES MOINES, IA 50306
Phone number not available

Balance: \$233,078
Date Updated: 09/2011
High Balance: \$241,950
Collateral: Fannie Mae 1709672533
100037700001218809
Past Due: \$0
Terms: \$1,620 for 360 months

Pay Status: Paid or Paying as Agreed
Account Type: Mortgage Account
Responsibility: Joint Account
Date Opened: 06/2009

Loan Type: Conventional Real Estate Mtg

Late Payments

23 months
 0 0 0

Last 23
 Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
 Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct

WELLS FARGO HOME MORTGAG #685266****

PO BOX 10335
 DES MOINES, IA 50306
 Phone number not available

Balance: \$0
 Date Updated: 08/2003
 High Balance: \$251,000
 Collateral: Freddie Mac 231819811
 Past Due: \$0
 Terms: \$1,758 for 360 months

Pay Status: Paid or Paying as Agreed
 Account Type: Mortgage Account
 Responsibility: Individual Account
 Date Opened: 05/2001
 Date Closed: 08/2003

Loan Type: Conventional Real Estate Mtg
 Remark: Closed

Late Payments
 24 months
 0 0 0

Last 24
 Months

X OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
 Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct

WELLS FARGO MORTGAGE #526000849****

PO BOX 10335
 DES MOINES, IA 50306
 (800) 288-3212

Balance: \$0
 Date Updated: 12/2003
 High Balance: \$253,000
 Collateral: Fannie Mae 1692476304
 100013700084938115
 Past Due: \$0
 Terms: \$1,608 for 360 months

Pay Status: Paid or Paying as Agreed
 Account Type: Mortgage Account
 Responsibility: Individual Account
 Date Opened: 07/2003
 Date Closed: 12/2003

Loan Type: Conventional Real Estate Mtg
 Remark: Transferred to another lender

Late Payments
 5 months
 0 0 0

Last 5
 Months

OK OK OK OK OK
 Nov Oct Sep Aug Jul

Regular Inquiries

The following companies have received your credit report. Their inquiries remain on your credit report for two years.

BARCLAYS BANK DELAWARE

PO BOX 8803
 WILMINGTON, DE 19899
 (866) 370-5931

Requested On: 07/24/2011
 Inquiry Type: Individual

GEMB/LOWES

PO BOX 965005
 ORLANDO, FL 32895
 (800) 444-1408

Requested On: 06/09/2011
 Inquiry Type: Individual

Inquiry Analysis

The companies listed in the regular inquiry section of your report that received your file in the last 90 days provided the following input on their request.

BARCLAYS BANK DELAWARE

Requested On: 07/24/2011

Identifying information they provided:
 NICHOLAS A ROBINSON

LAKE WYLIE, SC

Promotional Inquiries

The companies listed below received your name, address and other limited information about you so they could make a firm offer of credit or insurance. They did not receive your full credit report. These inquiries are not seen by anyone but you and do not affect your credit score.

EXECUTIVE MORTGAGE

10200 LINN STATION
 #330
 LOUISVILLE, KY 40223
 (502) 327-5432

Requested On: 06/2011

BARCLAYS BANK DELAWARE

POB 8803 WILMINGTON, DE 19899 (866) 370-5931	Requested On:	05/2011
FIRST USA 800 BROOKSEdge BLV WESTERVILLE, OH 43081-2822 Phone number not available	Requested On:	05/2011
CAPITAL ONE BANK USA NA PO BOX 30281 SALT LAKE CITY, UT 84130 (800) 955-7070	Requested On:	04/2011
BARCLAYS BANK DELAWARE POB 8803 WILMINGTON, DE 19899 (866) 370-5931	Requested On:	04/2011
FIFTH THIRD BANK 5050 KINGSLEY DR MD # 1MOC2N CINCINNATI, OH 45263 (513) 358-6299	Requested On:	04/2011
FIRST USA 800 BROOKSEdge BLV WESTERVILLE, OH 43081-2822 Phone number not available	Requested On:	03/2011
BARCLAYS BANK DELAWARE POB 8803 WILMINGTON, DE 19899 (866) 370-5931	Requested On:	03/2011
CAPITAL ONE BANK USA NA PO BOX 30281 SALT LAKE CITY, UT 84130 (800) 955-7070	Requested On:	03/2011
BARCLAYS BANK DELAWARE POB 8803 WILMINGTON, DE 19899 (866) 370-5931	Requested On:	02/2011
FST BANK SYSTEM 4325 17TH AVE S FARGO, ND 58103 (612) 370-4141	Requested On:	02/2011
CAPITAL ONE BANK USA NA PO BOX 30281 SALT LAKE CITY, UT 84130 (800) 955-7070	Requested On:	01/2011
BARCLAYS BANK DELAWARE POB 8803 WILMINGTON, DE 19899 (866) 370-5931	Requested On:	01/2011
CAPITAL ONE BANK USA NA PO BOX 30281 SALT LAKE CITY, UT 84130 (800) 955-7070	Requested On:	12/2010
AMERICAN EXPRESS PO BOX 981537 EL PASO, TX 79998 (800) 874-2717	Requested On:	12/2010
FIRST USA 800 BROOKSEdge BLV WESTERVILLE, OH 43081-2822 Phone number not available	Requested On:	11/2010
CAPITAL ONE BANK USA NA PO BOX 30281 SALT LAKE CITY, UT 84130 (800) 955-7070	Requested On:	11/2010
AIG ONE AIG CENTER WILMINGTON, DE 19803 Phone number not available	Requested On:	11/2010
FIFTH THIRD BANK 5050 KINGSLEY DR MD # 1MOC2N CINCINNATI, OH 45263 (513) 358-6299	Requested On:	11/2010

FIRST USA

800 BROOKSEdge BLV
WESTERVILLE, OH 43081-2822
Phone number not available

Requested On: 11/2010

CAPITAL ONE BANK USA NA

PO BOX 30281
SALT LAKE CITY, UT 84130
(800) 955-7070

Requested On: 10/2010

BARCLAYS BANK DELAWARE

POB 8803
WILMINGTON, DE 19899
(866) 370-5931

Requested On: 10/2010

FIRST USA

800 BROOKSEdge BLV
WESTERVILLE, OH 43081-2822
Phone number not available

Requested On: 09/2010

EMBRACE HOME LOANS

25-ENTERPRISE CTR
MIDDLETOWN, RI 02842-5201
Phone number not available

Requested On: 09/2010

BARCLAYS BANK DELAWARE

POB 8803
WILMINGTON, DE 19899
(866) 370-5931

Requested On: 09/2010

Account Review Inquiries

The companies listed below obtained information from your consumer report for the purpose of an account review or other business transaction with you. These inquiries are not displayed to anyone but you and will not affect any creditor's decision or any credit score (except insurance companies may have access to other insurance company inquiries and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

DISCOVER FINCL SVC LLC

2500 LAKE COOK RD
RIVERWOODS, IL 60015-3851
(800) 347-2683

Requested On: 08/2011

BANK OF AMERICA

4161 PIEDMONT PKWY
1825 E BUCKEYE RD
GREENSBORO, NC 27410
(800) 451-6362

Requested On: 08/2011

BARCLAYS BANK DELAWARE

POB 8803
WILMINGTON, DE 19899
(866) 370-5931

Requested On: 08/2011

CAPITAL ONE BANK USA NA

PO BOX 30281
SALT LAKE CITY, UT 84130
(800) 955-7070

Requested On: 08/2011

GEMB/LOWES

PO BOX 965005
ORLANDO, FL 32896-5005
(800) 444-1408

Requested On: 07/2011

BANK OF AMERICA

4161 PIEDMONT PKWY
GREENSBORO, NC 27410-8110
(800) 451-6362

Requested On: 06/2011

ALLY BANK

3710 KENNET PIKE
WILMINGTON, DE 19807
Phone number not available

Requested On: 03/2011

Should you wish to contact TransUnion,
you may do so,

Report an Inaccuracy:

[To learn about reporting an inaccuracy click here.](#)

By Mail:

TransUnion Consumer Relations
PO Box 2000
Chester, PA 19022-2000

By Phone:

1-800-916-8800

You may contact us between the hours of 8:00 A.M. and 11:00 P.M. Eastern Time, Monday-Friday, except major holidays. Please have your TransUnion file number available (located at the top of this report.)

Consumer Rights

Para informacion en espanol, visite www.ftc.gov/credit o escriba a la FTC Consumer Response Center, Room 130-A, 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit, or write to Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you.

Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file.

You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security Number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for more information.

You have the right to ask for a credit score.

Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information.

If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, the consumer reporting agency is not required to remove accurate derogatory information from your file unless it is outdated (as described below) or cannot be verified. A consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information.

In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited.

A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers.

A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.

Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (888-SOPTOUT).

You may seek damages from violators.

If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights.
For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below.	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or Initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 1-800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help PO Box 1200 Minneapolis, MN 55480 1-202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or Initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 1-800-842-6929
Federal credit unions: (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 1-703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 1-202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 1-202-720-7051

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE FAMILY COURT OF THE
SIXTEENTH JUDICIAL CIRCUIT

Tzvetelina Miteva,

Plaintiff,

versus

Nicholas Robinson,

Defendant.

FINANCIAL DECLARATION
OF PLAINTIFF

Case No. 2011-DR-46-1905

	HUSBAND/FATHER		WIFE/MOTHER
Address		Address	5017 Montibello Dive, Charlotte, NC 28226
Age		Age	43
Occupation		Occupation	Technical Relationship Manager 3
Employer		Employer	Wells Fargo
Employer Address		Employer Address	401 S Tryon Street, Chatlotte, NC

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment ¹		10,400.00
Overtime, Tips, Commission, Bonuses ²		none
Pensions, Retirement, and Annuities income		none
Additional Employment income		none
Social Security Benefits (SSA) and VA Benefits		none
Disability and Worker's Compensation Benefits		none
Unemployment and AFDC		none
Spousal or Child Support (from other marriage/relationship)		none
Dividends, Interest, Trust Income, and Capital Gains		none
Rental Income and Business Profits		600
Other (Specify):		
TOTAL GROSS MONTHLY INCOME		11,000.00
Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax ³		1,916.00
State Income Tax		692.00
Social Security and Medicare Tax (FICA)		790.2
Self-Employment Tax		none
Health and Dental Insurance (Adult)		00.00
Health and Dental Insurance (Child)		00.000
Union Dues		none
Voluntary Retirement Contribution (401(k), 457, IRA)		none
Mandatory Retirement Contribution		none
Savings Plan		none
Other (life insurance):		none
TOTAL MONTHLY DEDUCTIONS		3,398.2
NET MONTHLY INCOME ⁴		7,601.8

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included.: Tzvetelina Miteva is head of household, expenses for daughter Anna Tchetrailova are included)

MONTHLY EXPENSES ⁵	Husband/Father	Wife/Mother
Residential Rent Payment		00.00
Note or Mortgage Payment on Residence(s)		00.00
Food and Household Supplies ⁶		1,500.00
Utilities, Water, and Garbage Collection		350.00
Telephone and Cellular Phone		200.00
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		155.52
Child Support		0.00
Work Related Day Care		0.00
Spousal Support (from prior marriage)		0.00
Auto Payment		694.73
Auto Insurance, taxes, gasoline, and maintenance ⁷		534.27
SUBTOTAL: 3,434.52		
Real Property Tax on Residence(s)		445.83
Maintenance for household ⁸		500.00
Adult Clothing		1,500.00
Children's Clothing ⁹		500.00
Cable Television, Satellite, and Internet/Online Services		186.66
Laundry and Dry Cleaning ¹⁰		100.00
Medical and Dental Expenses (not paid by insurance)		600.00
Prescriptions, Glasses, and Contacts (not paid by insurance)		300.00
Children's incidental expenses ¹¹		00.00
School lunches, supplies, field trips, and fees ¹²		2,500.00
Entertainment ¹³		150.00
Adult Incidental expenses ¹⁴		500.00
All Installment payments ¹⁵		870
SUBTOTAL: 8,152.49		
TOTAL MONTHLY EXPENSES		11,587.01

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by ¹⁶
American Express	Credit card	237.00	11,155.26	Plaintiff
Wells Fargo	Messina Road mortgage	1,487.41	226,807.41	Plaintiff/Paid by defendant
Wells Fargo	Car Loan 1	419.12	13,640.00	Plaintiff
Well Fargo	Car Loan 2	275.61	13,074.50	Plaintiff
Well Fargo Credit Card	Credit card	60.00	4,197.41	Plaintiff
Bank of America	Credit card	81.00	7,696.98	Plaintiff
Amica	Insurance Montibello House	85.00		
Cotswold homes Inc.	Loan	167.00	40,000.00	Plaintiff
Home Depot	Appliances	240.00	3,975.53	Plaintiff

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Date Payable	Balance	Owed by ¹⁶

Are you currently in Bankruptcy? ☐ YES ☒ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☐ YES ☒ NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s) ¹⁷			
Money in Savings Account(s), Credit Union, Money Mkt, or Cert. of Dep.			
Value of Voluntary Retirement Account(s)			
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds ¹⁸			
Value of Privately Held Stocks and Other Business			
Value of Real Estate – Net of Mortgage Balances ¹⁹			
Value of All Other Property ¹⁷			
TOTAL ASSETS	0.00	0.00	0.00

Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
Mobile home and Lot 35 Golden Pond Road	Plaintiff	May 04, 2009	Anna's investment money	Market Value - \$30,000.00
5017 Montibello Drive, Charlotte, NC	Plaintiff	April 2011	Anna's investment money and Lina's investment money	Market Value – \$300,000.00

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Owner	Name of Institution	Type of Account	Balance
Plaintiff	Wells Fargo #8708	Checking	74.49
Plaintiff	Wells Fargo #6340	Savings	2,095.92
Plaintiff	Wells Fargo #1783	Checking	11.57
Defendant	Wells Fargo #7075	Crown Classic	
Defendant	Bank of America #9587	Checking	
Defendant	Ally Bank #6337	Checking	
Defendant	Ally Bank #6342	Savings	

Voluntary Retirement Accounts and Pension Accounts Section

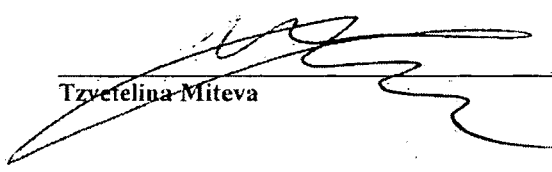
Type of Account	Value
Defendant's Wells Fargo 401(k)	\$155,087.11 as of 9/30/11
Defendant's Retirement account in a UK account	????

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

Name of Company	Number of Shares/Type of Account	Value
Ameritrade		????

Real Estate Section²⁰

Owner	Address	Value	Mortgage Balance	Mortgage Equity
Plaintiff	3222 Ferguson Meadow	Tax Value - \$56,000.00	0.00	0.00
Joint	3722 Messina Road	Tax Value \$500,000.00	226,043.78	
Defendant	Mobile home and Lot 15 Golden Pond Road	Tax Value \$61,500.00	0.00	
Defendant	Mobile home and Lot 41 Newport Acres	Tax Value \$41,000.00	0.00	
Defendant	Mobile home and Lot 26 Chandler Woods	Tax Value \$69,500.00	0.00	
Defendant	Mobile home and Lot C Liberty Hill Road	Tax Value \$33,500.00	0.00	


Tzyetelina Miteva

Sworn to before me this _____ of _____

(SEAL)
Notary Public for South Carolina
My commission expires: _____

CD: 114 007 0000 0000 0000 0000 0000 0000
 NYC 352592 01002 00000 000010000 13

INSIGHT GLOBAL
 4170 ASHFORD DUNWOODY RD
 SUITE 250
 ATLANTA, GA 30319

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 5
 NC: 2, Head of Household

Earnings Statement



Period Beginning: 04/21/2013
 Period Ending: 04/27/2013
 Pay Date: 05/03/2013

TZVETELINA G MITEVA
 5017 MONTIBELLO DRIVE
 CHARLOTTE NC 28226

Earnings	Social Security Number: XXX-XX-1568			year to date
	rate	hours	this period	
Regular	65.0000	40.00	2,600.00	46,280.00
	Gross Pay			46,280.00

Important Notes
 INSIGHT GLOBAL CORPORATE (404) 257-7900

Deductions	Statutory			
	Federal Income Tax	-479.24		8,501.59
	Social Security Tax	-160.55		2,860.91
	Medicare Tax	-37.55		669.08
	NC State Income Tax	-173.00		3,079.00
	Other			
	Chk1	-1,739.17		
	Ex Dental Ptx	-8.41*		109.33
	Ex Vision Ptx	-2.08*		27.04
	Net Pay			51,739.17

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$2,589.51

INSIGHT GLOBAL
 4170 ASHFORD DUNWOODY RD
 SUITE 250
 ATLANTA, GA 30319

Advice number: 00000181669
 Pay date: 05/03/2013

Deposited to the account of
 TZVETELINA G MITEVA
 account number XXXXXXXX6340
 transit ABA XXXX XXXX
 amount \$1,739.17

THIS IS NOT A CHECK

NON-NEGOTIABLE

Insurance: Tzyetelina Miteva and Anna Tchetrafilova

Monthly payment: \$155.52

04/05/13	SAVE AS YOU GO TRANSFER DEBIT TO XXXXXXXXXXXX7940	\$2.00
04/05/13	BLUES CF NC IND DRAFT 130402 XXXXX9689 MITEVA, TZYETELINA	\$155.52
04/05/13	POS PURCHASE - HARPO STEETER Charlotte NC 6043 00000000949390903	\$12.85

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

IN THE FAMILY COURT OF THE
SIXTEENTH JUDICIAL CIRCUIT

Tzvetelina Miteva,)
Plaintiff,)
versus)
Nicholas Robinson,)
Defendant.)

DECREE OF DIVORCE

File Book No. 2011-DR-46-1905

DATE: MAY 08 and 09, 2013
PROCEEDING: FINAL HEARING
JUDGE: HONORABLE ROBERT E. GUESS
APPEARANCES: TONY M. JONES FOR PLAINTIFF
JENNIFER M. CREECH FOR DEFENDANT
COURT REPORTER: LATOYA PERRY

This action was commenced by the filing of a Summons and Complaint on August 30, 2011. The issues raised in the Complaint included divorce on the grounds of habitual drunkenness or in the alternative a decree of separate maintenance, alimony, equitable apportionment, discover, and attorney's fees. The pleadings were duly served on the Defendant. The Defendant filed an Answer and Counterclaim seeking a decree of separate maintenance, equitable apportionment, restraining orders, discovery, and attorney's fees. This matter came before the Court for purposes of a final hearing on the date shown above. Present at the hearing were both parties, along with their respective attorneys.

Both parties filed financial declarations in accordance with the Rules.

Based on the record, the Court makes the following:

Tzvetelina Miteva v. Nicholas Robinson
2011-DR-46-1905

FINDINGS OF FACT

1. The Plaintiff is a citizen and resident of Mecklenburg County, North Carolina. The Defendant is a citizen and resident of York County, South Carolina and has been so for more than three (3) months prior to the commencement of this action.

2. The parties are husband and wife, having been married on November 25, 2007.

3. No children have been born of this marriage and none are expected. The Plaintiff has a minor child, Anna Ivanova Tchetrailova, from a previous marriage.

4. The parties are currently living separate and apart and have been so since September 07, 2011.

5. The Plaintiff is employed as a Technical Relationship Manager 3 with Wells Fargo and has a gross monthly income of \$10,400.00. She also receives rental income in the amount of \$600.00 per month for a total gross monthly income of \$11,000.00. The Defendant is employed as an IT Consultant with TD Bank and has a gross monthly income of \$12,800.00. He receives rental income in the amount of \$2,650.00 per month for a total gross monthly income of \$15,450.00.

6. The Plaintiff testified that the Husband consumed alcohol and prescription medication on a daily basis, that he was hostile and had an unpredictable behavior when he did so. He would begin drinking beer in the morning before the Plaintiff went to work. When she got home after work, she would see a number of beer cans in the trash and frequently he would call her on her way home from work and ask her to stop and get more beer because he was too drunk to drive. In drinking, he would be very hostile and argumentative. The Plaintiff further testified that the Defendant did

**Tzvetelina Miteva v. Nicholas Robinson
2011-DR-46-1905**

not have a serious drinking problem before the parties were married. Had she been aware of such a problem, she never would have married him.

The Plaintiff's mother, Zlatka Lukanova Miteva, testified by way of a *de bene esse* deposition on April 29, 2013. One of the issues she testified to was the Defendant's alcohol use. The Plaintiff's mother is Bulgarian. An interpreter assisted at the *de bene esse* deposition as the Plaintiff's mother does not speak English. She would visit in the home of the Plaintiff and Defendant annually for a number of months at a time. She came to America almost every year of the marriage. She corroborated the testimony of the Plaintiff indicating the Defendant would consume alcoholic beverages on a daily basis. When he drank, he would yell at the Plaintiff and her daughter, Anna. She furthermore testified that he would drink alcohol while taking prescription medication which made him nervous, agitated, and hostile.

The Defendant denied that he used alcohol excessively. He admitted to drinking but he claimed never in excess. An ex-wife of his, a daughter from that marriage and another friend testified as to his drinking. However, every one of his witnesses called by the Defendant was not around him on a regular and frequent basis as was the Plaintiff and her mother. Don Pierman only saw the Defendant once or twice a year and at brief intervals at that. His daughter has been away at college and out of the home and his ex-wife, for obvious reasons, was not around the Plaintiff and the Defendant on a regular basis.

The Plaintiff's testimony as well as that of her mother is credible. Because I find that the Defendant's credibility is at issue, as set more fully here below, it casts doubt on his credibility as to the issue of habitual intoxication. I find that the Plaintiff

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has established grounds and presented evidence sufficient to warrant a finding that the Husband is guilty of habitual intoxication.

7. The property issues in this case are complex. A lot of property was bought and sold during the marriage, there was a lot of non-marital monies that the Plaintiff brought into the country from Bulgaria. There were properties owned by the Defendant prior to the marriage and properties conveyed back and forth raising the question of transmutation.

8. The Plaintiff is originally from Bulgaria. Most of her family remains in Bulgaria. An individual can come into the United States and have up to \$10,000.00 cash on their person without having to declare the monies. The Plaintiff as well as her mother testified that on many, many occasions the relatives coming to the United States would bring \$10,000.00 individually. When the daughter, Anna, would go for a visit she would return with \$10,000.00 cash. She visited annually. When the Plaintiff and/or Defendant would go visit Bulgaria, they would return with \$10,000.00 cash each. Other family members of the child, including but not limited to her natural father and his parents would come to the United States with \$10,000.00 cash to give to the Plaintiff for the benefit of Anna. There were wire transfers as well. The Plaintiff testified that she brought in at least \$200,000.00, and that more likely than not it was closer to \$230,000.00. The Defendant acknowledges that she brought in \$100,000.00. The question is therefore not whether she brought money in, but rather, how much. While the Court cannot pinpoint exactly what was brought in I find that it was \$200,000.00 based upon the testimony. These monies are non-marital as they stem from gifts from her family members designed ostensibly for her daughter, Anna.

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9. Prior to the marriage, the Plaintiff owned the following items of property: a vineyard in Varna, Bulgaria, and Sofia 21-23 Vasil Kirchov, Apt 18, Bulgaria and a 2002 Mercury Sable. These properties were purchased prior to the parties' marriage. The Plaintiff also had an account with Bank of America (account ending #6177) that was her joint account with her former husband as well as a student bank account with Wells Fargo (account ending #1783) that is her daughter's account. I find these properties are non-marital.

10. There were a number of properties bought and sold during the marriage. The nature and character of those properties are in dispute. However, it is rather clear what existed at the time of marriage. The Defendant owned four mobile homes and they are identified as follows:

- Lot 15 Golden Pond Road (Date of Filing Value \$61,500.00)
- Lot 41 Newport Acres (Date of Filing Value \$41,000.00)
- Lot 26 Chandler Woods (Date of Filing Value \$69,500.00)
- Lot C Liberty Hill Road (Date of Filing Value \$32,500.00).

At the time of the marriage, the Plaintiff maintains there was a considerable amount of debt on those properties as the Defendant had purchased them with credit cards. The Plaintiff testified that she used her non-marital monies to pay the Defendant's credit card bills to satisfy these loans. She also used monies to pay for repairs and upkeep of the properties. The Plaintiff introduced a number of checks reflecting payments to the Defendant. Admittedly, some of the checks were prior to the marriage and are not considered for purposes of having an impact on the issue of transmutation. However, during the marriage she made payments with checks directly to the Defendant totaling \$21,000.00. She also paid him \$5,040.00 on March 20, 2007.

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While that was before the marriage, it does show it was for carpet and repairs for the Liberty Hill mobile home property. That supports her claim that she was paying these monies for purposes of either repairs or paying off the debt. I find that these properties have been transmuted into marital property. The Defendant offered no satisfactory explanation as to why the Plaintiff was giving him all of those monies and never disputed the fact that she had given him money for repairs to the Liberty Hill property.

11. The Defendant also owned a home located at 3722 Messina Road. He owned this prior to the marriage. The Defendant maintains that it is his non-marital property. There was a mortgage on the property that existed at the time of the marriage. The parties agree that the value of the property is \$500,000.00. The first mortgage had a date of filing balance of \$232,720.39. There is a home equity line of credit on the property which had a balance of \$208,398.59 resulting in equity of \$58,881.02. The Plaintiff testified that a significant amount of work was done to the property during the marriage and she funded a lot of the improvements on the property from her Bulgarian monies.

During the course of this marriage, the Defendant refinanced the property and added the Plaintiff's name on the deed by way of a quit claim deed noting it was an outright gift of one-half of the property to the Plaintiff. Additionally, she was the primary borrower on the new loan. He did not have an income at that time and was the secondary borrower. This property has been clearly transmuted into marital property. The quit claim deed set forth it was an outright gift to her.

12. There were a number of properties bought and sold during the marriage and they are as follows:

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A. In March of 2009, the Plaintiff purchased property located at 1543 Tiana Way. The property was titled solely in her name and she testified that it was for the benefit of her daughter, Anna. She testified that she had used money brought in from Bulgaria to purchase the property. Mac Brice, a real estate attorney in York County, handled all of the real estate closings for the Plaintiff and Defendant. He testified, and his testimony went uncontroverted, that the Plaintiff was very explicit in letting him know that the purchase of this property and other properties was for the benefit of her daughter Anna, that it was being made with funds brought in from Bulgaria, and she was very insistent in seeking assurance that the investment would be safe. I find that the monies that she used to buy Tiana Way were actually Bulgarian monies and that the Defendant allowed her title it in her name only because he knew this was being purchased for the benefit of Anna. He testified that he allowed her to put it in her own name because he trusted her. That is not credible. He did it because the purchase of the property was made with non-marital funds and he knew it was for the benefit of Anna.

B. Property at 3222 Ferguson Meadows was purchased in April 2009. While the Husband signed the buy/sell agreement the property was titled in the Wife's name only. The Wife still owns this property. The agreed value is \$56,000.00. It was purchased with Bulgarian funds and is non-marital.

C. The Plaintiff sold the Tiana Way property and used the sale proceeds along with monies given to her by the Defendant to purchase the property located at 362 Squirrel Lane. The Defendant had taken out a loan against the property located at 3722 Messina in the amount of \$208,000.00 to apply towards the purchase.

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The Plaintiff maintains that the advance given to her from the home equity line of credit constituted repayment or partial repayment for all of the monies that she had given to him for repairs, satisfaction of debt for the mobile homes, and/or repairs and additions to Messina. The Defendant disagrees and maintains that Squirrel Lane is marital. I disagree.

The Defendant had purchased this property at a deficiency sale in December of 2009. The property was automatically titled in his name because he was the one attending the foreclosure auction. That is the practice of the Master in Equity at the deficiency sales. However, in February 2010, the Defendant conveyed all of his interest in this property to the Plaintiff by way of a quit claim deed that he prepared himself. This is inconsistent with his prior testimony that he placed these properties in her name because he did not have time to go to closings. He had time to go to the deficiency sale. The fact that he conveyed his interest in the property supports the Plaintiff's testimony that it was intended to be her non-marital property all along. This property was sold in May 2010. I find that the property located at 362 Squirrel Lane was non-marital property.

D. The Plaintiff sold Squirrel Lane and purchased 2053 Sugar Pond Court in June 2010. Proceeds from the sale of Squirrel Lane and Bulgarian monies were used to purchase this property. Again, this property was titled solely in the Plaintiff's name and her name alone. This property was sold in August 2010. I find that the property located at 2053 Sugar Pond Court was non-marital property as the purchase of the property stems from non-marital money and is readily traceable.

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E. The next property, 1000 Highbrook Drive was purchased in November 2010, with proceeds from the sale of Sugar Pond and the Plaintiff's non-marital Bulgarian monies. This property was titled solely in the Plaintiff's name. The funds used for the purchase are traceable to other non-marital monies. I find that the property located at 2053 Sugar Pond Court is non-marital property. This property was sold on April 29, 2011. Here again, the funds are traceable.

F. The Plaintiff purchased 5017 Montibello Drive on April 21, 2011. She is currently residing in this property with her daughter. The Defendant alleges this property was rented throughout the marriage but the Plaintiff maintains that it has never been rented and needed repairs before anyone could live in the home. I find that the property located at 5017 Montibello Drive to be non-marital property. It was purchased with non-marital monies from the sale of the other properties. It has a value of \$401,900.00. The stream of funds are, once again, traceable to non-marital monies.

G. The Defendant alleges the Plaintiff purchased a property with Pavel Boldt located at 17344 Caldwell Rush Circle. The Defendant introduced a deed over the objection of Plaintiff's attorney showing that Pavel Boldt had purchased property from David Simpson. However, Pavel Boldt was not present to testify and his deposition was never taken. The Defendant has not sustained his burden of proof establishing that this property was purchased in a business partnership with the Plaintiff and Pavel Boldt as there was no direct evidence showing that she had provided him with money. In order to support that contention, the Defendant established that the Plaintiff withdrew \$115,000.00 on June 22, 2011. The Plaintiff alleges that the \$115,000.00 was for purposes of investing in a solar panel business. The business was not successful and the

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Plaintiff lost the money she invested with Mr. Boldt. While on its face it may look suspicious insofar as the timing is concerned, the Defendant was never able to establish by a preponderance of the evidence that the \$115,000.00 was used in conjunction with Pavel Boldt's purchase of the property. Therefore, I find that the property located at 17344 Caldwell Rush Circle is not part of this action.

The Plaintiff testified that Pavel Boldt had performed some work as a contractor on the Montibello property. Pavel Boldt did not require the Plaintiff to pay him for his contractor services because he felt bad that she had lost \$115,000.00.

13. The Defendant's discovery responses referenced a retirement account with Wells Fargo in the amount of \$155,087.11 as of September 30, 2011. The Defendant testified that this account was non-marital, however, he did not provide a statement stating what the balance was as of the date of marriage. I find that this account is marital. If a party maintains that property which exists at the time of the filing, he or she has the burden of proof to establish that fact. The Defendant did not meet his burden.

Accordingly, I find the following represents the marital estate.

I. REAL PROPERTY

3722 Messina Road (Value \$58,881.02)
Lot 15 Golden Pond Road (Value \$61,500.00)
Lot 41 Newport Acres (Value \$41,000.00)
Lot 26 Chandler Woods (Value \$69,500.00)
Lot C Liberty Hill Road (Value \$32,500.00)

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II. PERSONAL PROPERTY

A. LIQUID ASSETS

Wells Fargo #8708 (Value \$5,074.28)
Wells Fargo #6340 (Value \$12,911.49)
Wells Fargo #7940 (Value \$611.39)
Wells Fargo #7075 (Value \$49,889.20)
BB&T #5102 (Value \$1,556.00)
First Citizens #9832 (Value \$250.20)
First Citizens #6723 (Value \$13,990.59)
ING Direct #0550 (Value \$101,166.49)
ING Direct #9726 (Value \$80.01)
Bank of America #9587 (Value \$4,822.26)
Ally Bank #6337 (Value \$1,143.04)
Ally Bank #6342 (Value \$8,558.72)

B. RETIREMENT ACCOUNTS

Wells Fargo 401(k) (Value \$155,087.11)

C. VEHICLES

2007 Infinity (Value \$1,262.18)
1990 Honda Accord LX (Value \$833.00)
Boat

III. DEBTS

American Express #23006 (Balance \$2,876.90)
Discovery #6834 (Balance \$878.23)

IV. PLAINTIFF'S NON-MARITAL PROPERTY:

5017 Montibello Drive
3222 Ferguson Meadows
2002 Mercury Sable
Vineyard in Varna, Bulgaria
Sofia 21-23 Vasil Kirchov, Apt 18, Bulgaria
Bank of America #6177
Wells Fargo #1783

The value of the marital estate is \$616,861.85. I find that both parties have made equal contributions to the acquisition of the assets. Even though there was a

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period of time when the Defendant was unemployed, his income did surpass that of the Plaintiff's at other times during the marriage. I find that each party is entitled to a fifty percent division of the marital estate. In order to accomplish this division, each party should receive \$308,430.93. The Defendant shall receive the following items of property:

1. 3722 Messina Road (Value \$58,881.02)
2. Lot 15 Golden Pond Road (Value \$61,500.00)
3. Lot 41 Newport Acres (Value \$41,000.00)
4. Lot 26 Chandler Woods (Value \$69,500.00)
5. Lot C Liberty Hill Road (Value \$32,500.00)
6. Wells Fargo #7075 (Value \$49,889.20)
7. Bank of America #9587 (Value \$4,822.26)
8. Ally Bank #6337 (Value \$1,143.04)
9. Ally Bank #6342 (Value \$8,558.72)
10. Wells Fargo 401(k) (Value \$155,087.11)
11. 1990 Honda Accord LX (Value \$833.00)
12. Boat
13. Discovery #6834 (Balance \$878.23)

The total amount of the marital estate the Defendant is receiving is \$482,836.12.

The Plaintiff shall receive the following items of property:

1. Wells Fargo #8708 (Value \$5,074.28)
2. Wells Fargo #6340 (Value \$12,911.49)
3. Wells Fargo #7940 (Value \$611.39)
4. BB&T #5102 (Value \$1,556.00)
5. First Citizens #9832 (Value \$250.20)
6. First Citizens #6723 (Value \$13,990.59)
7. ING Direct #0550 (Value \$101,166.49)
8. ING Direct #9726 (Value \$80.01)
9. 2007 Infinity (Value \$1,262.18)
10. American Express #23006 (Balance \$2,876.90)

The total amount of the marital estate the Plaintiff is receiving is \$134,025.73. The Defendant shall transfer to the Plaintiff the sum of \$174,405.20 to

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equalize the division of the marital estate. He shall have six months within which to make this payment.

14. The Plaintiff sought an award of attorney's fees and costs. The Court finds that the Plaintiff has a meritorious cause of action and that counsel for the Plaintiff received a favorable result. This was a difficult and complicated case insofar as the property was concerned. Counsel for the Plaintiff devoted 135.90 hours. He is well respected in the community as a Family Court practitioner and charges fees customarily charged by other attorneys with a similar reputation. I find that his hours and hourly rate to be reasonable.

The Defendant shall be responsible to pay the Plaintiff's attorney's fees in the amount of \$23,999.81 within 120 days of the date of this Decree.

Based upon the Findings of Fact, the Court makes the following:

CONCLUSIONS OF LAW

15. This Court has jurisdiction of the subject matter and the parties herein.

16. One need not be an alcoholic to be guilty of habitual drunkenness. It is sufficient if the use or abuse of alcohol causes the breakdown of normal marital relations. *Lee v. Lee* 316, S.E.2d 437.

In order to prove habitual drunkenness, there must be a showing that the abuse of alcohol caused the breakdown of the marriage and that such abuse existed at or near the time of filing for divorce. *Fisher v. Fisher* 278, S.E.2d 780.

17. Evidence of transmutation can include placing the property in joint names, *transferring the property to the other spouse as a gift*, using the property

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exclusively for marital purposes, comingling the property with marital property, using marital funds to build equity in the property, or exchanging the property for marital property. *Johnson v. Johnson* 372 S.E.2d 107. (emphasis my own)

18. In making an award of fees, the Court must consider the nature, extent and difficulty of legal services rendered; time and labor devoted to the case; professional standing of counsel; fees customarily charged in the locality for similar services; beneficial results obtain; reasonableness of hours billed; reasonableness of hourly rates; special nature of the attorney/client relationship; and actual value of the services to the client. *Weatherford v. Price* 532 S.E.2d 310; *Glasscock v. Glasscock* 403 S.E.2d 313.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

The Plaintiff be, and hereby is, granted a divorce *a vinculo matrimonii*, from the Defendant on the grounds of habitual intoxication.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following properties owned by the Plaintiff are non-marital:

1. 1543 Tiana Way
2. 3222 Ferguson Meadows
3. 362 Squirrel Lane
4. 2053 Sugar Pond Court
5. 1000 Highbrook
6. 5017 Montibello Drive

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be entitled to a fifty percent division of the marital estate. The marital estate shall be divided as follows:

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The Defendant shall receive the following items of property:

1. 3722 Messina Road (Value \$58,881.02)
2. Lot 15 Golden Pond Road (Value \$61,500.00)
3. Lot 41 Newport Acres (Value \$41,000.00)
4. Lot 26 Chandler Woods (Value \$69,500.00)
5. Lot C Liberty Hill Road (Value \$32,500.00)
6. Wells Fargo #7075 (Value \$49,889.20)
7. Bank of America #9587 (Value \$4,822.26)
8. Ally Bank #6337 (Value \$1,143.04)
9. Ally Bank #6342 (Value \$8,558.72)
10. Wells Fargo 401(k) (Value \$155,087.11)
11. 1990 Honda Accord LX (Value \$833.00)
12. Boat
13. Discovery #6834 (Balance \$878.23)

The Plaintiff shall receive the following items of property:

1. Wells Fargo #8708 (Value \$5,074.28)
2. Wells Fargo #6340 (Value \$12,911.49)
3. Wells Fargo #7940 (Value \$611.39)
4. BB&T #5102 (Value \$1,556.00)
5. First Citizens #9832 (Value \$250.20)
6. First Citizens #6723 (Value \$13,990.59)
7. ING Direct #0550 (Value \$101,166.49)
8. ING Direct #9726 (Value \$80.01)
9. 2007 Infinity (Value \$1,262.18)
10. American Express #23006 (Balance \$2,876.90)

In order to equalize the division of the marital estate, the Defendant shall pay to the Plaintiff the sum of \$174,405.20. He shall have six months within which to make this payment.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall be responsible to pay the Plaintiff's attorney's fees in the amount of \$23,999.81 within 120 days of the date of this Decree.

AND IT IS SO ORDERED

Union, South Carolina
_____, 2013

Robert E. Guess
Judge, Family Court
Sixteenth Judicial Circuit

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Family Court

Robert E. Guess, Family Court Judge

Case No. 2011-DR-46-1905

Tzvetelina Miteva, ... Appellant,

v.

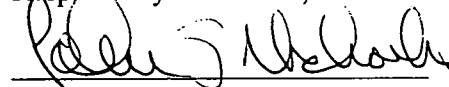
Nicholas Robinson, ... Respondent.

CERTIFICATE OF COUNSEL

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

July 17, 2015

Respectfully Submitted,



John S. Nichols, SC Bar # 4210

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