

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS
Hon. Robin B. Stillwell, Circuit Court Judge

RECEIVED
JUL 18 2019
SC Court of Appeals

Appellate Case No. 2018-000884

Ronald Johnson,..... Respondent,

v.

George H. Brock, Individually, and d/b/a George H. Brock CPA, LLC;
MILBRO Properties, LLC; Integrative FS, LLC;
Diwood Partnership,. Appellants.

RECORD ON APPEAL

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INDEX

Ronald Johnson	
Direct.	42
Cross.	111
Redirect.	156
Recross.	161
Donna Carlson	
Direct.	164
Cross.	174
Redirect.	179
Recross.	181
Kris Langville	
Direct.	183
Cross.	190
Redirect.	195
Recross.	198
George Brock	
Direct.	212
Cross.	265
Redirect.	291
Recross.	298
Stephan Stokes	
Direct.	305
Cross.	313
Redirect.	321
Plaintiff Exhibits	
4 Timesheet.	396
8 Invoice.	400
10 Letter.	401
16 Letter.	403
Defendant's Exhibits	
1 Asset Purchase Agreement.	404
2 Example of Form 433.	376
3 OVERSIZED EXHIBIT	
4 OVERSIZED EXHIBIT	
5 Consent Order.	421
Pleadings	
Summons and Complaint.	426
Answer and Counterclaim.	486; 491; 496
Plaintiff's Answer to Counterclaims.	501
Amended Complaint.	505
Amended Answer and Counterclaim.	517
Plaintiff's Answer to Counterclaim.	523

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

)
) COURT OF GENERAL SESSIONS
) 2016-CP-23-01836
)
)
)

ORIGINAL

RONALD JOHNSON

PLAINTIFF)

vs.

) TRANSCRIPT OF RECORD
)
)

GEORGE BROCK, ET AL

DEFENDANT)

January 11, 2018
Greenville, South Carolina

B E F O R E:

THE HONORABLE ROBIN B. STILWELL, Judge; and a
jury.

A P P E A R A N C E S:

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Attorney for the Plaintiff

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APRIL HERRON
Official Court Reporter

RECORD ON APPEAL INDEX

INDEX OF WITNESSES

RONALD JOHNSON

Direct By Mr. Norsworthy 42
 Cross By Mr. Wilson 111
 Redirect By Mr. Norsworthy 156
 Recross By Mr. Wilson 161

DONNA CARLSON

Direct By Mr. Norsworthy 164
 Cross By Mr. Wilson 174
 Redirect By Mr. Norsworthy 179
 Recross By Mr. Wilson 181

KRIS LANGVILLE

Direct By Mr. Norsworthy 183
 Cross By Mr. Wilson 190
 Redirect By Mr. Norsworthy 195
 Recross By Mr. Wilson 198

GEORGE BROCK

Direct By Mr. Wilson 212

» > o < «

Jury Qualification 15
 Opening Statement by Mr. Norsworthy 34
 Opening Statement by Mr. Wilson 37
 Certificate of Reporter 259

PLAINTIFF EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
1	Redacted Client List dated 2/2015	41	53
2	Redacted Defendant Stat Track Customer List dated 2/2015	41	57
3	Letter to Brock Clients dated 2/27/15	41	58
4	Redacted Plaintiff's time sheets 2015	41	
5	Meeting between Plaintiff and Defendant 2/2015	41	76

1	6	Redacted Proposal 12/15/15	41	99
2	7	Redacted Plaintiff's time sheet 1/26/16	41	78
3	8	Plaintiff's letter to Defendnat 2/1/16	41	81
4				
5	9	Plaintiff's email to Defendant 2/6/16	41	86
6				
7	10	Redacted Defendant's letter to Plaintiff 2/7/16	41	87
8	11	Redacted Invoices 2015	41	108
9	12	Plaintiff's email to Defendant 3/4/16	41	
10				
11	13	Redacted Plaintiff's emails to Defendant 2/24-26/16	41	
12	14	Redacted Plaintiff's email to Defendant 3/16/16	41	93
13				
14	15	Plaintiff's cover letter 1/2015	41	43
15	16	Plaintiff's letter to customers 1/2016	41	96
16	17	Defendant's email to Plaintiff 2/26/16	41	91
17				
18	18	Redacted Defendant's letter to Plaintiff 3/4/2016	41	
19	19	Redacted Plaintiff's email to Defendant 3/4/2016	41	
20				
21	20	Redacted Defendant's invoice 3/15/16	41	
22	21	Redacted invoices 3/10/2016	41	
23	22	Defendant's email to Plaintiff 3/4/16	41	
24				
25	23	Redacted Defendant's retained client list 3/16/16	41	

1	24	Redacted email 3/17-18/16	41	
2	25	Redacted Defendant's email 3/20/2016	41	
3				
4	26	Defendant's letter to clients 3/28/16	41	
5	27	Redacted Defendant's employee retention	41	
6				
7	28	Plaintiff's business card	41	
8	29	Plaintiff's Certificate of Completion for Drake training 10/9/15	41	
9				
10	30	Redacted Plaintiff's client schedule 2/15-17/16	41	
11	31	Plaintiff's 2016 timesheet	41	
12	32	Defendant's LLC check to Plaintiff 2/1/16	41	
13				
14	33	Not an Exhibit	41	
15	34	Not an Exhibit	41	
16	35	Defendant's LLC Dissolution from Secretary of State	41	
17	36	Greenville County Public Index for Defendant	41	
18				
19	37	Plaintiff's Receipt 9/30/16	41	
20	38	Email 6/6/16	41	
21	39	Defendant's discovery responses 10/20/17	41	
22	40	Affidavit of Jeremy Marsh 12/4/17	41	
23	41	Defendant's interrogatory responses 6/20/17	41	
24				
25	42	Defendant's email 12/16/16	41	197
	43	Proposed affidavit of Donna	41	173

1		Carlson		
2	44	Not an Exhibit	41	
3	45	Defendant's email 1/5/18	41	
4	46	Defendant's email 11/24/17	41	
5	47	Judgment 2/28/17	41	103

DEFENDANT EXHIBITS

8	<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
9	1	Purchase Agreement	230	231
10	2	Packet 433's	243	243
11	3	Chart	244	244
12	4	Chart	255	255

COURT EXHIBITS

15	<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
16	1	Deposition of Ronald Johnson	163	

1 THE COURT: All right, call to bar the case of
2 Ronald Johnson v. George Brock, et al. The jury is
3 downstairs and I'm asking Ms. Cocker to go ahead and
4 send them up, she may be in her office now, and then
09:58:19 5 we will begin with jury selection. I know there may
6 be a few matters that we need to put on the record
7 before we begin. So, I'll defer to counsel.

8 MR. WILSON: Thank you, sir.

9 MR. NORSWORTHY: Your Honor, for our motion in
09:58:53 10 limine, our first issue is with the Defendant's use
11 of --

12 MR. WILSON: Your Honor, I had understood that
13 the motion in limine had been retracted or withdrawn.
14 I'm afraid that this motion is coming as a surprise.
09:59:09 15 I'd like to lodge that concern at this point. Thank
16 you.

17 THE COURT: What's the motion?

18 MR. NORSWORTHY: Pardon me?

19 THE COURT: What's the motion?

09:59:10 20 MR. NORSWORTHY: We have several issues in the
21 motion in limine. We filed these, I didn't realize
22 they had been withdrawn in any manner.

23 MR. WILSON: The information --

24 MR. NORSWORTHY: Filed on Monday.

09:59:30 25 MR. WILSON: Excuse me. The information, which

09:59:30

1 I received from the electronic filing machine that we
2 all work under, said that the motion in limine had
3 been retracted, I think was the term.

09:59:42

4 THE COURT: Okay, I don't know if that's just a
5 function of the system or not. It's still
6 outstanding, I'll be happy to hear it.

7 MR. WILSON: I assumed that it was a function of
8 my adversary.

9 THE COURT: All right.

09:59:53

10 MR. NORSWORTHY: Your Honor, have you seen --

11 THE COURT: No, just go ahead and explain it to
12 me.

10:00:03

13 MR. NORSWORTHY: Sure. We just have a couple of
14 issues. The first one is the Defendant's own
15 documents that he's created to determine damages in
16 this case are just based on the Defendant's own
17 spreadsheets. And they include the contract in
18 question is a five-year contract in the future going
19 to 2021. And we would move to exclude that. The
20 Defendant names two experts going into this. Both of
21 them were fact witnesses. Both have -- since they've
22 withdrawn this, expert witnesses. That's the first
23 issue, Your Honor. We don't think the jury should
24 see Defendant's own spreadsheet saying this is how
25 much I was damaged for a future contract. And the

10:00:22

10:00:41

10:00:47

1 document itself just says projections on it. So we
2 don't think that that's appropriate.

10:00:58

3 THE COURT: This is what I would do. Generally
4 speaking, his own work product and his recitation of
5 damages that he claims to have suffered will be
6 admissible. Having said that, it's something that I
7 have to hear in context with testimony that's been
8 offered. So, it's not -- I'm not denying your motion
9 at this point, what I'm saying is make a
10 contemporaneous motion at the time that it's offered
11 into evidence, okay..

10:01:12

12 MR. NORSWORTHY: Thank you, Your Honor.

13 MR. WILSON: Your Honor, to add to Your Honor's
14 remarks, please?

10:01:22

15 THE COURT: Yes, sir.

10:01:38

16 MR. WILSON: Mr. Brock is a CPA, been a CPA for
17 going on 45 years and, therefore, qualified to engage
18 in the business of projecting numbers from
19 agreements. Second of all, Mr. Brock is a party to
20 this suit. And I believe it is axiomatic that a
21 party can testify to that party's damages suffered at
22 the hands of his adversary. Thank you.

10:01:55

23 THE COURT: I think generally that's right. I
24 think -- unless it just entirely speculative and it's
25 not relevant, then I think it's probably going to be

0:02:00

1 admissible, probably.

2 MR. WILSON: If I may further add. Mr. Brock

3 testified in his deposition and will testify today he

4 based it upon -- some part of his opinion is based

10:02:09

5 upon reputable journals published in his profession.

6 Thank you.

7 THE COURT: All right.

8 MR. NORSWORTHY: We'll bring that up as it comes

9 up, Your Honor.

10:02:20

10 THE COURT: Okay.

11 MR. NORSWORTHY: Your Honor, we would also move

12 to exclude any testimony from the Defendant that

13 he -- that Plaintiff spread information to the

14 community at large or to multiple other individual

10:02:42

15 third parties. The Plaintiff only interviewed with

16 one other CPA firm when Plaintiff was looking for new

17 employment. He was asked about why he was trying to

18 leave the employ of the Defendant and he was honest

19 with them. The Defendant has complained of that.

10:02:59

20 He's gone around town talking all this. We would

21 move to exclude any use of language such as my

22 business peers, plural. He says it over a dozen

23 times in his deposition. We think there's no

24 foundation for that. So, that's our second motion.

10:03:17

25 THE COURT: Okay. Well, you know, it may or may

10:03:20 1 not be true. Ultimately, it's going to be a
2 determination for the jury to make. If he believes
3 that and that's part of his testimony, then I
4 wouldn't exclude him for having the opportunity to
10:03:33 5 fully voice his grievances to the jury.

6 You certainly can cross-examine him and prove
7 him to be a charlatan and/or someone who is
8 articulating disinformation to the jury. But his --
9 if he's believes that as part of his counterclaim,
10:03:52 10 then I'm inclined to let him say it. But to the
11 extent that it may be inadmissible under some rule of
12 evidence, I just ask you to make a contemporaneous
13 objection.

14 MR. NORSWORTHY: Okay. Your Honor, we have one
10:04:05 15 final motion.

16 THE COURT: Yes, sir.

17 MR. NORSWORTHY: Plaintiff's previous employer,
18 who he left to work with the Defendant, Plaintiff had
19 a dispute with that employer over a couple thousand
10:04:14 20 dollars. Plaintiff -- for wages. Plaintiff filed a
21 suit in Magistrate's Court over that. He received a
22 judgment against that defendant. And that defendant
23 ended up paying a judgment to Plaintiff. We believe
24 that Defendant is going to introduce evidence of that
10:04:31 25 to try to prejudice the jury that Plaintiff is

10:04:36 1 litigious person for bringing a suit. He was
2 successful in that. He was paid and we do have that
3 judgment on our exhibit list.

4 THE COURT: Okay.

10:04:46 5 All right. Mr. Wilson, you have your hand up.

6 MR. WILSON: If it please, Your Honor.

7 Information, testimony, documents regarding
8 Mr.-Johnson's employer previous to his employment
9 with Mr.-Brock reflects that Mr.-Johnson left his
10:05:01 10 former employer and then started calling the former
11 employer's clients and customers after the departure
12 to subvert them to translate them into business
13 opportunities which he could present to other CPA's.

14 My concern about his former employment has
10:05:20 15 nothing to do with his alleged wage claim, but has
16 something to do with his conduct, which is remarkably
17 similar to what he did to Mr.-Brock. I, therefore,
18 request that I be allowed to explore that with
19 Mr.-Johnson.

10:05:33 20 THE COURT: Okay. Now, are you talking about
21 asking him a particular questions as to whether he
22 was ever in a lawsuit or are you talking about
23 eliciting specifics about the lawsuit?

24 MR. WILSON: I'm not talking the lawsuit at all,
10:05:41 25 Your Honor. I'm talking about what Mr.-Johnson did

0:05:45

1 with Mr. Martin's clients so that he could present
2 Mr. Martin's clients as his own to enhance his
3 employment prospects.

10:05:56

4 THE COURT: So, specifically, with respect to
5 Mr. Norsworthy's motion, he's saying that you be
6 excluded from or precluded from asking questions
7 regarding the lawsuit. So, you're telling me you're
8 not going to do that?

10:06:08

9 MR. WILSON: That wasn't the primary thrust of
10 my references to Mr. Martin, sir.

11 THE COURT: Okay.

12 MR. WILSON: Of course, I reserve the right to
13 ask Mr. Johnson if he's been in lawsuits with former
14 employers without going into details.

10:06:18

15 THE COURT: Then I think asking that threshold
16 question is appropriate. Going into specifics is
17 another question all together.

10:06:31

18 And, you know, if he ask that question, have you
19 ever been in a lawsuit with a former employee, then
20 in redirect, you might be able to bring it out and
21 introduce if you think it adheres to your benefit.
22 But that threshold case goes toward -- I think goes
23 toward impeachment.

24 MR. WILSON: Thank you.

10:06:42

25 THE COURT: So, whether it would be admissible

10:06:44

1 or not would be entirely independent on what's--

2 MR. NORSWORTHY: Your Honor, I just want to

3 point out, too, that the Defendant was aware of this

4 client list that Plaintiff received from his previous

10:06:53

5 employer. His previous employer lost his status with

6 the IRS and Plaintiff was actually statutorily on the

7 book for those clients. And furthermore, the

8 Defendant took that list and then tried to convert it

9 to his own clients. So, we'll deal with that in

10:07:06

10 cross.

11 THE COURT: All right, good enough.

12 All right. Okay, we ready for the jury?

13 MR. WILSON: There was one further part of his

14 motion, which apparently he has not retracted -- or

10:07:17

15 he's retracted depending upon Mr. Norsworthy at the

16 moment, which is that he wants to keep my client from

17 referring to Mr.~Johnson's removal of documents from

18 Mr.~Brock's document files as pilfering. Your Honor,

19 it is what it is. Thank you.

10:07:37

20 MR. NORSWORTHY: In the interest of time, we'll

21 drop that, Your Honor.

22 THE COURT: All right, good enough.

23 All right. You know, it's difficult for me to

24 try to police verbiage and word usage. So, generally

10:07:47

25 speaking, I leave that up to the jury. You know, I

0:07:50 1 find that if someone characterizers something as
2 something that it isn't, usually, the jury knows.
3 They're pretty smart. So, you know, generally,
4 unless it is just offensive, I'll let you
10:08:05 5 characterize it however you want to.

6 MR. WILSON: Thank you, Your Honor.

7 THE COURT: Yes, ma'am, bring them in.

8 All right, good morning, ladies and gentlemen.
9 I'm Rob Stilwell. Some of you may have already been
10:09:54 10 up into my courtroom and gone through the jury
11 selection process before. And the rest of you may
12 have been through jury selection process in other
13 courts in the courthouse.

14 Is there anyone among you who hasn't been up
10:10:08 15 into the courtroom for selection of a jury yet this
16 week? A show of hands. Okay. A couple of you.
17 Okay.

18 All right. Know that, first of all, you
19 continue under your oath to tell the truth that you
10:10:21 20 took on Monday. And know that the process for
21 selecting a jury is similar to the process for
22 qualification. That is, I'll pose questions to you
23 and you answer those questions. The distinction is
24 that the questions that we ask now are designed to
10:10:36 25 determine whether it's appropriate that you serve on

0:10:37

1 a particular jury, on a particular case as opposed to
2 whether you are qualified to serve as a juror
3 generally in Greenville County in the State of South
4 Carolina.

10:10:48

5 So, ladies and gentlemen, the process, again, is
6 the same, I'll ask the question. If the answer is in
7 the affirmative, what I'd ask you to do is just stand
8 up and state your name and your juror number, your
9 name and your juror number so it will be on the
10 record who's responding to the question, and then
11 answer the question as appropriate.

10:11:01

12 Okay. Ladies and gentlemen, the case that we're
13 calling to bar today is the case of Ronald Johnson
14 vs. George H. Brock individually, and doing business
15 as George H. Brock, CPA, LLC, MILBRO Properties, LLC.
16 Integrative FS, LLC, and Diwood Partnership. This is
17 case number 2016-CP-23-1836.

10:11:16

18 Ladies and gentlemen, I would ask you, first and
19 foremost -- well, let me tell you, first of all, what
20 this case is about. This is a case wherein the
21 parties to the lawsuit had a business relationship in
22 2015 and 2016 and came to an impasse regarding the
23 agreement between the parties. A dispute has arisen
24 which they have not been able to resolve between
10:12:01 25 themselves and they're asking for a jury to return a

10:12:05

1 verdict, to listen to the evidence and return a
2 verdict regarding the business dispute.

10:12:17

3 Now, ladies and gentlemen, I'll ask you, is
4 there anyone among you who has any prior knowledge of
5 this case, any prior opinion, or any predisposition
6 regarding the parties or the entities involved in
7 this case?

8 (There was no response.)

10:12:27

9 THE COURT: All right. Let the record reflect
10 no affirmative response.

10:12:45

11 Ladies and gentlemen, the Plaintiff in this case
12 is Mr. Ronald Johnson. Is there anyone among you who
13 has a personal, professional, or family relationship
14 with Mr. Johnson?

15 (There was no response.)

10:12:59

16 THE COURT: Ladies and gentlemen, Mr. Kenneth E.
17 Norsworthy, Jr., of the Norsworthy Law Ltd. Company
18 in Greenville represents the Plaintiff. Is there
19 anyone who has a personal, professional, or family
20 relationship with Mr. Norsworthy?

21 (There was no response.)

10:13:13

22 THE COURT: Ladies and gentlemen, I've read to
23 you the Defendants in this case. And they are again,
24 George H. Brock, George H. Brock CPA, LLC, MILBRO
25 Properties, LLC, Integrative FS, LLC, and Diwood

0:13:19

1

Partnership.

2

3

4

Is there anyone among you who has any personal, professional, or family relationship with any of those Defendants?

10:13:24

5

(There was no response.)

6

7

8

9

THE COURT: Ladies and gentlemen, Mr. Robert C. Wilson, Jr., an attorney in Greenville, South Carolina, is representing the Defendants in this action.

10:13:36

10

11

12

Is there anyone among you who has a personal, professional, or family relationship with Mr. Wilson?

13

14

10:13:46

15

16

17

18

19

10:14:04

20

21

22

23

24

THE COURT: Ladies and gentlemen, I'm going to read for you a list of potential witnesses in this case. Now, these are people who may testify in this case. So, I'm going to ask you the same question of whether you have any personal, professional, family relationship with any of them. If I read a name twice, forgive me. I've got two lists, so they may appear on both of the lists. Ronald Johnson, George Brock, Kristine Langville, Donna Carlson, Stephen Stokes, CPA, Attorney Johnson, member of Drake Technical and/or Legal Team, Leon Faris.

10:14:26

25

Ladies and gentlemen --

Yes, ma'am.

10:14:29

1 PROSPECTIVE JUROR: Tracy Griffin, Juror 69.

2 THE COURT: Yes, ma'am.

3 PROSPECTIVE JUROR: Stephen Stokes is my CPA.

10:14:36

4 THE COURT: Knowing that, ma'am, do you think
5 you could still be a fair and impartial juror in the
6 trial of this case?

7 PROSPECTIVE JUROR: Yes.

8 THE COURT: Okay. Thank you for telling me. I
9 appreciate it.

10:14:41

10 Anyone else?

11 (There was no response.)

12 THE COURT: Ladies and gentlemen, is there
13 anyone among you who has -- who has ever been or who
14 is currently a small business owner?

10:15:02

15 All right. And I don't need to know the nature
16 of the business, just state your name and juror
17 number. And then the next question after that is do
18 you think you can still be a fair and impartial juror
19 in trial of this case.

10:15:11

20 So,, sir, I'll begin with you.

21 PROSPECTIVE JUROR: Thank you, Your Honor.
22 Allen Ladd, 107. Yes, I do believe I can be a fair
23 and impartial juror in this case.

10:15:22

24 THE COURT: Okay, thank you, Mr. Ladd. I
25 appreciate it, sir.

0:15:23

1

Yes, sir.

2

PROSPECTIVE JUROR: William Cook, No. 38. I do

3

feel like I could still sit in impartial judgment.

4

THE COURT: Thank you, sir. I appreciate that.

10:15:32

5

Ma'am, in the back.

6

PROSPECTIVE JUROR: Lisa Stewart, Juror No. 191.

7

Yes, I believe I can be impartial.

8

THE COURT: Okay.

9

Ma'am.

10:15:39

10

PROSPECTIVE JUROR: Tracy Griffin, Juror 69.

11

Yes, I can be impartial.....

12

THE COURT: Thank you.

13

Yes, sir.

14

PROSPECTIVE JUROR: David Mayberry, 119. Yes, I

10:15:46

15

can be impartial.

16

THE COURT: Thank you.

17

Yes, ma'am.

18

PROSPECTIVE JUROR: Lillian Almonte, Juror No.

19

2. Yes, I can be impartial.

10:15:52

20

THE COURT: Okay. Thank you. I appreciate

21

that, ma'am.

22

Is there anyone among you who is a CPA or has an

23

immediate family member who is a CPA?

24

(There was no response.)

10:16:06

25

THE COURT: Have any -- is there anyone among

10:16:08

1 you who has ever been in a lawsuit concerning a
2 business disagreement, either as plaintiff or
3 defendant?

4 Yes, sir.

10:16:21

5 PROSPECTIVE JUROR: Jury No. 30, Randy Cable. I
6 can be impartial.

7 THE COURT: Okay. I appreciate that, sir. Were
8 you a plaintiff or defendant in that suit?

9 PROSPECTIVE JUROR: Both.

10:16:30

10 THE COURT: Okay. Fair enough. Fair enough.
11 We've got some of that going on here, too, I believe.

12 Okay. Anyone else?

13 (There was no response.)

14 THE COURT: Is there anyone among you who

10:16:38

15 believes that for whatever reason you could not be a
16 fair and impartial juror in the trial of this case?

17 (There was no response.)

18 THE COURT: Okay. Let the record reflect no
19 affirmative response.

10:16:49

20 Counsel, is there any additional questions that
21 you would like me to ask in voir dire?

22 MR. NORSWORTHY: Not at this time, Your Honor.

23 MR. WILSON: Nothing further from the Defendant,
24 Your Honor.

10:16:59

25 THE COURT: All right. Ladies and gentlemen,

10:17:00

1 most of you been through the selection process. If
2 you've been in general sessions criminal court, it's
3 a little bit different where we call your names and
4 you stand up or you come in front of the Court for
5 the jury selection. In civil court, we don't do it
6 like that. I have a strike list that was generated
7 by the clerk of court. It's just generally randomly
8 populated by the clerk of court.

10:17:23

9 So, the attorneys will get the opportunity each
10 to make four strikes. And they'll make strikes among
11 the first 20 on this list. They're going to strike
12 by number. That is they're going to strike either
13 the first on the list or the 18th on the list.

10:17:42

14 They're not going to strike by your juror number.
15 The reason I tell you that is because you're not
16 going to know whether you're in the first 20 and
17 you're not going to know whether you've been stricken
18 from the list either.

10:17:53

19 What we'll do is we'll let the parties take
20 turns and they'll strike and we'll pick 12 jurors.

21 Counsel, I don't intend to take an alternate
22 unless either of you feel strongly that you need an
23 alternate in this case.

10:18:09

24 MR. WILSON: We'll certainly abide by the
25 Court's ruling on that.

10:18:11

1

MR. NORSWORTHY: Whatever Your Honor wants to

2

do.

3

THE COURT: Which also means that you agree that

4

if a juror gets sick or for some reason can't appear

10:18:18

5

that you'll agree to proceed with a number less than

6

12?

7

MR. NORSWORTHY: That's correct.

8

MR. WILSON: Yes, Your Honor.

9

THE COURT: All right. So, we're going to pick

10:18:24

10

12 jurors. Each party gets four strikes.

11

Counsel, you'll strike from among numbers one

12

through 20 on the strike list.

13

Ms. Cocker, you may proceed.

14

THE CLERK: Plaintiff strikes first.

10:18:44

15

MR. NORSWORTHY: Plaintiff strikes Nos. 1, 6 --

16

THE CLERK: Just one at time, please.

17

MR. NORSWORTHY: No. 1.

18

THE CLERK: Plaintiff strikes 1.

19

MR. NORSWORTHY: No. 6.

10:18:57

20

THE CLERK: The Defendant. Y'all go back and

21

forth.

22

MR. WILSON: Defendant strikes No. 19.

23

THE CLERK: Defendant strikes 19.

24

MR. NORSWORTHY: Plaintiff strikes 6.

10:19:09

25

THE CLERK: Plaintiff strikes 6.

10:19:11 1 MR. WILSON: Defendant strikes No. 20.
2 THE CLERK: Defendant strikes 20.
3 MR. NORSWORTHY: Plaintiff strikes 12.
4 THE CLERK: Plaintiff strikes 12.
10:19:32 5 MR. WILSON: Defendant strikes No. 4.
6 THE CLERK: Defendant strikes 4.
7 MR. NORSWORTHY: Plaintiff strikes 21.
8 THE CLERK: Just 1 through 20, please.
9 MR. NORSWORTHY: Pardon. Plaintiff strikes 3.
10:19:54 10 THE CLERK: Plaintiff strike 3.
11 MR. WILSON: Defendant strikes No. 13.
12 THE CLERK: Defendant strikes 13.
13 Gentlemen, I'll call these back to you.
14 Plaintiff strikes 1, 3, 6, 12. Defendant strikes 4,
10:20:19 15 13, 19 and 20.
16 MR. WILSON: That correct.
17 MR. NORSWORTHY: Thank you.
18 THE COURT: All right, counsel, any matters of
19 law or issues to take up with respect to the
10:20:29 20 qualification or the selection of this jury?
21 MR. NORSWORTHY: None at this time, Your Honor.
22 MR. WILSON: Nothing from the Defendant, Your
23 Honor.
24 THE COURT: All right. Call them forward,
10:20:37 25 ma'am.

0:20:38 1 THE CLERK: Ladies and gentlemen, when I call
2 your name, please, bring your things and have a seat
3 in jury box. Julie Waltz, Marcela Norena, William
4 Cook, Kim Gainey, Barry Tatum, Jonathan King,
10:21:04 5 Benjamin Rotherham, Dorothy Conits, Jane Goodwin.
6 PROSPECTIVE JUROR: It's Godwin.
7 THE CLERK: Godwin, I'm sorry.
8 William Turner, Rose Davis, and Cynthia Marsh.
9 THE COURT: Did you say she needs to have them
10:22:39 10 back down there or can I dismiss them?
11 THE CLERK: Yes, sir.
12 THE COURT: She wants them back?
13 THE CLERK: Please.
14 THE COURT: Ladies and gentlemen, I'm not
10:22:43 15 calling any more jury cases this week, I'm not, at
16 least. I suspect that she's going to dismiss you
17 unless they're going to call another case for general
18 sessions. If you'd go back down, she's either going
19 to tell you that she needs you back for some purpose
10:22:57 20 or she's going to give you any appropriate notes or
21 slips so that you can hand them to your employers.
22 You won't see me again this week, I'm certain.
23 So in as much as I won't see you again, let me take
24 this opportunity to thank you for being here and
10:23:10 25 thank you for serving on a jury. I hope y'all have a

10:23:13

1 great weekend.

2 (WHEREUPON, the jury venire was excused at
3 approximately 10:23 a.m.)

10:23:44

4 THE COURT: All right, ladies and gentlemen,
5 congratulations, you made the cut. I know -- I
6 wasn't down there for juror qualification on Monday
7 morning. So, I don't know what -- I think it was
8 Judge Verdin who qualified you. I know that when
9 most people get their notice or summons to appear for
10 jury duty, it's kind of like getting a notice from
11 your dentist that you're going to have to have a root
12 canal.

10:24:13

13 I promise you, I go all around the state and
14 preside over jury trials and I find that generally
15 speaking, all but the most cynical of those among us
16 come out of having performed jury duty having both
17 learned something and having a feeling as though you
18 accomplished something important. So, I'm very
19 hopeful that you'll come away from it with the same
20 experience.

10:24:28

21 We're going to start this case. But it's always
22 helpful, it seems to me, to give you some idea of
23 what your role is as jurors in this case, and then
24 also, what process we'll follow, so you'll know what
10:24:47 25 comes next and you'll know what the end game is,

10:24:50

1 okay.

10:25:00

2 So, to begin with, I'll tell you that your job
3 as jurors in the case is to be the judges of the
4 facts, the finders of the facts. You have the sole
5 and exclusive authority and responsibility to
6 determine what the facts are in this case. The
7 parties will present evidence during the trial. And
8 from that evidence, you'll decide what the facts are.

10:25:13

9 Now, you'll receive evidence in any number of
10 forms. It may be -- it's usually testimony from
11 witnesses, but it can be documentary evidence, it
12 could be pictures, it could be physical objects that
13 are put into the record, audio tapes, videotapes. It
14 can come in any number of forms. But you'll receive
15 that. And when you receive that, you'll decide what
16 the facts are based on the evidence that's been
17 presented. You'll take those facts then, and you'll
18 apply them to the law as I give them to you -- as I
19 give it to you.

10:25:38

20 Now, as distinguished from you as the judges of
21 the facts, I'm the judge of the law, which means that
22 I'm the referee. I'm the one who's ensuring that
23 this trial is conducted in accordance with the law
24 and the rules and, most importantly, that both
25 parties get a fair trial in this case.

10:25:53

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10:26:07

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Therefore, at the end of this case, I'm going to give you the law that applies to the evidence that you've heard. I'm going to wait until the end of the trial, the very end to give you that charge on the law. Because as we sit here right now, I'm in the same position as you are, which means I haven't seen any of the testimony, I haven't seen any of the evidence that's to be presented. So, I don't know as I sit here what evidence is going to be presented and what law may be applicable to the evidence. So, I'll wait until the end.

Now, ladies and gentlemen, the way we'll start this case is after I give you this opening instruction, the attorneys will have the opportunity to make opening statements to you. Opening statements are generally very short and it's just a means of introduction. And that is, the attorneys will introduce themselves, their clients and a brief theory of the case. After you hear that, then the Plaintiff will have the opportunity to present his case.

Usually, what happens is the Plaintiff will call witnesses to the stand, those witnesses will testify. The Defense will have the opportunity to cross-examine those very same witnesses when the

10:26:58 1 witness is on the stand. After the Plaintiff has
2 exhausted all of its witnesses and all of the
3 evidence that it intends to present, then the Defense
4 will have the opportunity to offer its case into the
10:27:07 5 record as well. We'll follow the same procedure.
6 That is, the Defense will call its witnesses, examine
7 those witnesses, then the Plaintiff will have the
8 opportunity to cross-examine those witnesses.

9 Now, ladies and gentlemen, after you've heard
10:27:20 10 all of the evidence and all the witnesses in the
11 case, then we'll go to closing arguments. Closing
12 arguments are like opening statements in that neither
13 of them are evidence. But the distinguishing
14 characteristic of closing arguments is that you will
10:27:36 15 have heard all of the evidence and the attorneys have
16 the opportunity to argue their case in context with
17 the evidence that's been presented. Basically, they
18 get to advocate in an attempt to persuade you to
19 their position.

10:27:50 20 After you've heard closing arguments from both
21 side, then I'll give you the closing charge on the
22 law. After I give you the closing charge on the law,
23 I'll send you back to your jury room and you begin
24 your deliberations. Now, please don't begin any of
10:28:04 25 your deliberations until I specifically tell you to

0:28:04

1 begin your deliberations. And that signal and
2 instruction will be very, very clear. And it's
3 important that you wait until the end. You know
4 this -- you know why that is through your common
5 sense, but at the risk of insulting your
6 intelligence, I'm going to tell you anyway, okay.

10:28:16

7 You know that in your life you have never been
8 able to make an intelligent and informed decision
9 about anything important unless and until you've
10 heard everything that bears upon the issue to be
11 decided.. So court is the same way.. It's important
12 that you wait until the very end to begin any of your
13 deliberations and until you've heard everything that
14 bears upon the issue to be decided.

10:28:45

15 Now, when I say don't discuss the case, what I
16 mean is don't discuss when we're taking breaks.
17 Don't walk out and talk about whether you thought the
18 witness was believable or not believable, or some
19 nuance of the evidence or testimony that came out,
20 whether one attorney is doing well or one attorney is
21 not doing well. Don't discuss any of that. Just be
22 patient. You'll have the opportunity to discuss it
23 as much as you want.

10:28:54

24 Now, we will be taking break, routine breaks
25 during the course of this trial. I like to take a

10:29:13

10:29:15 1 break every hour to hour and a half because I feel
2 that's about the space of time when people can
3 actually maintain their attention. If at any point
4 during the trial, you need to take a break, let me
10:29:26 5 know or get my attention or get the bailiff's
6 attention and we'll take a break. Because as we sit
7 here right now, you are the 12 most important people
8 in the courtroom and it's important that you're able
9 to focus on the testimony that's being presented in
10:29:36 10 this case. And if you need to take a break because
11 you can't focus, then let me know and we'll take a
12 break, okay.

13 Also, know that when you go home, or when we
14 take a break for lunch, know that you shouldn't go
10:29:55 15 out and do any self help. That is, you shouldn't go
16 on the internet and see if you can find out anything
17 about this case. The only thing that is appropriate
18 for your consideration is that which is presented
19 under the rules of evidence and under the law in
10:30:05 20 court. Also, don't discuss it with your significant
21 other. If you were to begin discussions with someone
22 outside of the jury, then that would be a form of
23 deliberations, which would be inappropriate.

24 And I know it always starts out fairly
10:30:24 25 innocuous, that is, your spouse or your friend or

10:30:27 1 your family member ask you a question, well, what
2 kind of case are you on? And you answer that
3 innocent question and, invariably, if your spouse is
4 like mine, you're going to get a follow-up question
10:30:37 5 because they're never satisfied with that one answer.
6 So what you have to say is hey, just keep your powder
7 dry for now and over the weekend, we'll talk about as
8 much as you want. But for right now, just avoid
9 discussing it with somebody who's not on the jury and
10:30:57 10 until I tell you to begin the deliberations.

11 Now, ladies and gentlemen, in this case, my
12 primary concern is that it's a fair trial. My
13 secondary concern is that we finish it before close
14 of business tomorrow afternoon. So if you get the
10:31:17 15 impression during this trial that I'm trying to hurry
16 the parties up, then that is an appropriate
17 impression. Because I am trying to hurry them up,
18 okay.

19 We have had a discussion this morning. And part
10:31:31 20 of the discussions that we were having was about
21 timing, whether we're going to finish it by close of
22 business on Friday. They've represented to me that
23 we can finish it by close of business on Friday,
24 okay.

10:31:41 25 So, during this case, if I see things going

10:31:45 1 longer than they should or if hear testimony that's
2 either not relevant or instructive, I may push the
3 attorneys. Okay. They know that, y'all know that.
4 I'm not being intemperant and I'm not become short.

10:32:00 5 What I don't want to happen, ladies and gentlemen, is
6 I don't want y'all to be here on Saturday morning.
7 But if we don't finish by Friday afternoon, we have
8 to be here on Saturday morning. The reason is
9 because I can't -- what I'll have to do is declare a
10:32:11 10 mistrial and we'll have to impanel another jury on
11 another week and everybody who's here now has to come
12 back. Okay.

13 So knowing that, I'm going to rush this trial.
14 And if we have to go a little bit late tonight -- we
10:32:24 15 might go a little bit late tonight. I want to tell
16 you that now, so if over lunchtime, you need to make
17 some plans, we'll make some plans, okay, you can make
18 some plans. I don't intend to stay till 10:00. I'm
19 talking about maybe as late as 6:00 or even 7:00,
10:32:28 20 depending on where we stand on the testimony. Okay.

21 So understand, I got your back. I don't want
22 you to be here on Saturday morning. And the
23 attorneys have represented to me that they don't
24 think that's going to happen, okay.

10:32:51 25 So having said that, ladies and gentlemen, the

0:32:53 1 first thing that we're going to go before we get
2 started is the clerk of court is going to swear you
3 in. Y'all understand the oath that you take when
4 you're sitting as a juror on a case is different than
10:33:02 5 the oath that you took during qualification. And
6 this is an oath to verily and truly try the case in
7 accordance with the law and the evidence.

8 So having said that, I'll turn it over to the
9 clerk of court to administer the oath.

10:33:15 10 THE CLERK: Ladies and gentlemen, please stand,
11 raise your right hand for the oath. The response
12 will be, I will.

13 (WHEREUPON, the jury was sworn.)

14 THE COURT: All right, we'll begin with opening
10:33:50 15 statements. Understand, this is not evidence, again,
16 it's introduction.

17 Counsel, I'm limiting you to three minutes
18 introductions alone. Introduce yourself, your
19 client, and your very simple theory of the case.

10:34:02 20 All right. You may go, Mr. Norsworthy.

21 OPENING STATEMENT

22 MR. NORSWORTHY: Thank you, Your Honor.

23 Good morning. My name is Ken Norsworthy. I'm
24 attorney for the Plaintiff, Ron Johnson. Mr. Johnson
10:34:09 25 began working for the Defendant at his CPA firm in

0:34:16 1 early 2015. As a part of that, Mr.~Johnson was paid
2 an hourly wage. Mr.~Johnson is not a CPA, he's a
3 bookkeeper. He has the ability to file tax returns
4 and do what we call offers of compromise. And that's
10:34:32 5 when we have an issue with the IRS and you try to
6 resolve it, you go see somebody like Mr.~Johnson or
7 the Defendant, Mr.~Brock.

8 In 2015, when they began working together, they
9 agreed to an hourly wage. Now, that hourly wage
10:34:50 10 actually went up later that year. But apart from
11 that and as a different agreement, they had an
12 agreement that Mr.~Johnson could bring on new clients
13 to Mr.~Brock's firm.

14 Now, if Mr.~Johnson brought on new clients to
10:35:04 15 Mr.~Brock's firm, Mr.~Johnson and Mr.~Brock agreed
16 that Mr.~Johnson would receive 80 percent of revenue
17 that Mr.~Brock received for the first year that that
18 client was the client of Mr.~Brock's office. That
19 was the extent of the agreement. The parties did not
10:35:26 20 put that agreement into writing. Mr.~Johnson, each
21 week, would submit a time sheet. And on that time
22 sheet, he would include his hours. He would include
23 at the bottom the new clients which he had brought on
24 and he would include how much had been billed and how
10:35:42 25 much of that was rightfully his as his 80 percent.

10:35:47 1 He turned in that time sheet every week.

2 Now, as 2016 approached and the taxes drew to a
3 closing, Mr.-Johnson began to, you know, ask where is
4 this money? I'm not getting the money from these
5 clients that I've brought in. Now, these clients
6 were close friends and family of Mr.-Johnson and he
7 had done work for them in the past. And he wanted to
8 make sure that he got paid for that. When it became
9 evident that that wasn't going to happen in late

10:36:01 10 2015, Mr.-Johnson decided that he was done with
11 Mr.-Brock. He continued to do work for Mr.-Brock,
12 however, he began to look for other jobs.

13 Now, if we skip forward to March 2016, still not
14 having been paid, Mr.-Johnson filed this suit for
10:36:39 15 breach of contract for the amount of -- just over
16 \$9,000 in the commissions and a little bit of wages,
17 hourly wages as well. Since then, Mr.-Brock has
18 filed numerous counterclaims against Mr.-Johnson,
19 essentially, stating that Mr.-Johnson's efforts to
10:36:59 20 take back those clients that he was not paid for
21 ruined the sale of his business.

22 Now, we're going to provide you with evidence
23 against that and allow y'all to be the decider of
24 facts as to what happened. We appreciate your time
10:37:13 25 today. And I'm going to leave it at that and we'll

0:37:16

1 get into the evidence in a little while.

2 MR. WILSON: May it please the Court?

3 THE COURT: Yes, sir, absolutely.

4 OPENING STATEMENT

10:37:21

5 MR. WILSON: Ladies and gentlemen, my name is
6 Bob Wilson. I'm an old lawyer, been here since --
7 long time. I've been practicing 45, going on 50
8 years. I'm here today with my friend and client,
9 George Brock, who's a CPA.

10:37:37

10 Mr.-Brock, in late 2015, was undergoing the
11 decline and ultimate death of his mother. He had
12 also decided that he wanted to retire from practicing
13 as a CPA. He had an active CPA practice. He had
14 hired Mr.-Johnson here to work as a bookkeeper and
15 help with the tax preparation.

10:37:53

16 During this period in late 2015 while
17 Mr.-Brock's mother was declining in health and,
18 ultimately, passed away, Mr.-Brock decided to try to
19 market his business, okay. The person that he
20 ultimately wound up talking to was a fellow CPA named
21 Stephen Stokes, whom you will hear from today or
22 tomorrow, depending on the time, who will testify
23 what the business deal involved. That was late 2015.
24 And there were two agreements that were proposed on
10:38:23 25 the table between Mr. Stokes and Mr.-Brock.

10:38:32 1 Now, in the meantime, Mr.-Brock, because he was
2 trying to sell his business, he was trying to take
3 care of his help, help them find jobs when the
4 business closed down, so forth and so on. Mr -- and
10:38:44 5 tax season began. I don't know how many of y'all are
6 aware, but tax season, apparently, just takes up all
7 the time of CPAs from roughly January through
8 April 15th. Tax season evolved and there was a slow
9 down in the negotiations about the acquisition of
10:39:04 10 Mr.-Brock's business by Mr. Stokes because all the
11 CPAs were busy doing their taxes.

12 Now, during that period of time, Mr.-Brock's
13 mother died. And I'm sorry to say that. And
14 Mr.-Brock engaged in the tax season because he had
10:39:19 15 not yet sold his business. In March of 2016, after
16 Mr.-Brock had told Mr.-Johnson that their
17 relationship wasn't working, Mr.-Johnson sued
18 Mr.-Brock for loss of business opportunities. That's
19 my term. I hope you will agree with it as we go
10:39:39 20 through the case. What Mr.-Johnson had done was
21 brought clients from his former employer, 12 of them,
22 whom he had called and whom he claimed as his clients
23 and offered them this business opportunities for
24 Mr.-Brock to do their tax returns. And Mr.-Brock and
10:39:59 25 he supposedly reached an agreement.

10:40:01 1 Now, Mr.-Brock has filed an answer to the claim
2 on that that, basically, says that agreement is not
3 written, not enforceable and it isn't what
4 Mr.-Johnson says it is. Mr.-Brock has also filed a
10:40:13 5 counterclaim. So there are two suits in this case.
6 Mr.-Brock has filed a counterclaim against
7 Mr.-Johnson. Because during the course of his
8 seeking employment, Mr.-Johnson went, at least, to
9 one, if not more, CPAs and told them that Mr.-Brock
10:40:20 10 was negotiating with Mr. Stokes for the sale of his
11 business and that Mr.-Brock didn't pay Mr.-Johnson
12 for the alleged contract that's part of the subject
13 of this lawsuit. Disparagement.

14 Well, that spooked Mr. Stokes. And Mr. Stokes
10:40:40 15 will come and testify that he was -- didn't go
16 through with the deal until he satisfied himself that
17 Mr.-Brock was doing the right thing. So, Mr.-Brock
18 lost that first contractual arrangement. And we'll
19 present you with those two original documents from
10:40:56 20 late 2015, early 2016.

21 Mr.-Johnson then brings a lawsuit. Here it is.
22 It's not just a lawsuit, it's a compendium of all the
23 personal and business information of Mr.-Brock's. He
24 attached Mr.-Brock's two proposed contracts. He
10:41:16 25 attached numerous documents from Mr.-Brock's business

0:41:22

1

and filed them with the clerk for public view. So,

2

Mr.-Brock has lost his original deal with Mr. Stokes.

3

He later did a subsequent deal for a reduced price.

4

So, it's a consequence under our theory of

10:41:39

5

Mr.-Brock's claim, our theory is that Mr.-Johnson's

6

misconduct caused damage to Mr.-Brock. That's what

7

Mr.-Brock's claim is here today. We will show you

8

that the documents attached to Mr.-Johnson's

9

complaint were absolutely irrelevant to the claim

10:42:02

10

that Mr.-Johnson had for breach of contract. We will

11

show you, and believe to your satisfaction, that the

12

documents attached were for the purpose of

13

embarrassing and bringing into the public view

14

Mr.-Brock's business so that Mr.-Johnson could get

10:42:19

15

his money without having to put his case before a

16

jury.

17

And it's putting a case before a jury that is a

18

blessing in America, one of our blessings. It's a

19

blessing to have you folks come in here and settle

10:42:31

20

business disputes, applying your good common sense,

21

your real world experiences and we're thankful for

22

it. We're thank you for your time.

23

THE COURT: Okay. Is there anyone among you who

24

needs to take a break? Is everybody good?

10:42:47

25

Okay. Mr. Norsworthy, call your first witness,

10:42:50

1 sir.

2 MR. NORSWORTHY: Your Honor, we're going to set
3 up a projector. Can we do that now?

4 THE COURT: How long is it going to take you?

10:42:57

5 MR. NORSWORTHY: A couple minutes.

6 THE COURT: Ladies and gentlemen, while he's
7 setting up the screen, just go ahead and take a
8 couple minutes. The bailiff will take you back to
9 your jury room and then we'll come back in when we're
10:43:10 10 ready to begin the introduction of evidence, okay.

11 Please don't discuss the case.

12 (WHEREUPON, the jury left open court at
13 approximately 10:43 a.m.)

10:43:22

14 (WHEREUPON, Plaintiff's Exhibits Nos. 1 through
15 47 were marked for identification only.)

16 (WHEREUPON, the jury came into open court at
17 approximately 11:10 a.m.)

18 THE COURT: Okay, Mr. Norsworthy, you may call
19 your first witness, sir.

11:10:42

20 MR. NORSWORTHY: Thank you, Your Honor. May it
21 please the Court. We'd like to call the Plaintiff,
22 Ronald Johnson, to the stand.

23 THE COURT: All right.

11:10:51

24 THE CLERK: Place your left hand on the Bible
25 raise your right hand.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:10:51

1

RONALD JOHNSON, after being

2

duly sworn, testified as follows:

3

THE CLERK: State your full name, please.

4

THE WITNESS: Ronald Johnson.

11:11:02

5

THE CLERK: Thank you. Please be seated.

6

DIRECT EXAMINATION

7

BY MR. NORSWORTHY:

8

Q Good morning, Mr. -Johnson.

9

A Good morning.

11:11:27

10

Q Let's just get right into how you met the

11

Defendant. Can you discuss that?

12

A Yes. On Exhibit 15 --

13

Q Is this what you're talking about?

14

A Yes. Yes.

11:11:42

15

Q This is a letter you wrote, correct?

16

A Yes, I sent that letter out to -- because I was

17

looking for employment, so I sent this letter out to try

18

to describe what I had done in the past.

19

MR. NORSWORTHY: I like to move to admit this.

11:11:58

20

It's been premarked, Your Honor.

21

THE COURT: Mr. Wilson?

22

MR. WILSON: I've seen this letter, no

23

objection.

24

THE COURT: All right. Without objection, the

11:12:02

25

same is admitted as Plaintiff's 15.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:12:06

1

(WHEREUPON, Plaintiff's Exhibit No. 15 was

2

admitted into evidence.)

3

BY MR. NORSWORTHY:

4

Q And this is the letter you sent out,

11:12:07

5

Mr.--Johnson?

6

A Yes, I sent it out.

7

Q Okay. It says -- I don't know if you can see

8

without wrenching your head, but you, basically, sent this

9

letter out to numerous CPA firms.

11:12:20

10

A Yes. I sent it out. And Mr.--Brock responded to

11

it and he invited me to come in and talk to him.

12

Q Okay. And this is, basically, just like a cover

13

letter you send with a resume?

14

A Yes. I guess I'm getting a little bit old for

11:12:35

15

resumes, but I wanted to provide information as far as

16

what I had done in terms of tax work before. And I had

17

also done work with client tax problems and, also, some

18

tax settlement work. And so. . .

19

Q So, you said you were getting older and you're

11:12:58

20

past resumes, so you had a previous career before you did

21

tax preparation; is that correct?

22

A Yes.

23

Q Okay. Why were you looking for a job when you

24

sent this letter out?

11:13:10

25

A Well, I guess there were -- I guess, basically,

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:13:13 1 three different reasons. The first reason was I had a
2 daughter who was going to school, so I needed to work.
3 And the place that I was working, I had -- was pretty
4 questionable as far as whether or not I was going to have
11:13:31 5 continuing employment. The person who was the principle
6 where I worked had numerous health problems. He had been
7 hospitalized earlier when I worked there. He joked and he
8 said he had gotten a clean bill of health from all nine of
9 his doctors.

11:13:50 10 I said, Well, if you've got nine doctors,
11 maybe you don't have a clean bill of health.

12 But he was pretty forgetful. And, really,
13 the practice had just -- really wasn't going well. So,
14 that's kind of the first reason. The second reason was
11:14:09 15 that he had lost his IRS credentials. And when you're
16 running a tax organization, it's important that you have
17 your credentials so that you can do things for clients.
18 When people go to get their taxes done, they expect for
19 somebody to have their credentials so they can do their
11:14:29 20 taxes, file their taxes and work with the IRS in the event
21 there are problems or any kind of situations come up. So,
22 he had lost his credentials..

23 The reason he lost his credential was
24 because he was involved -- he was involved in a business
11:14:46 25 where, you know, if you work for an employer and you have

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:14:51 1 a W-2, on that W-2, they do withholdings each year. Then
2 of course, that company is supposed to take the
3 withholdings and send them into the government. That's
4 how the tax system works. Well, in his situation, he
11:15:04 5 collected the money from the people, but he didn't send
6 the money in, he kept it. And when you do that, then it's
7 called civil penalties. So, he had civil penalties and he
8 had unpaid taxes. That put him in a situation where he
9 couldn't pass the background check in order to get the
11:15:26 10 designation you need in order to do e-file. And most
11 everybody today, I guess, e-files their tax returns
12 instead of sending it in paper. And if you're a
13 practitioner, you can't do more than five returns without
14 being able to e-file. So, he couldn't e-file. So --

11:15:47 15 Q And you can e-file, correct?

16 A Pardon me?

17 Q Could you e-file?

18 A I could, but --

19 MR. WILSON: Your Honor.

11:15:53 20 THE COURT: Yes, sir.

21 MR. WILSON: Excuse me, Mr. Norsworthy.

22 MR. NORSWORTHY: Certainly.

23 MR. WILSON: I'm going to object to -- while
24 this may be valuable background information, I'm
11:16:01 25 going to object to its relevance and its probative

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:16:03 1 value. The primary issues in this case is the
2 contract that Mr. Johnson is alleging and the
3 counterclaims that Mr. Brock is alleging.

11:16:14 5 THE COURT: Okay. All right. I'll respectfully
6 overrule your objection, I'll allow him to give a
7 little bit of background.

8 You may continue.

9 MR. NORSWORTHY: Thank you, Your Honor.

11:16:25 10 THE WITNESS: And probably the final reason why
11 I felt like I needed to find other employment was
12 because he was trying to sell his company. He had
13 contacted a couple or three people and he was trying
14 to sell it. Of course, when people try to sell their
15 business, sometimes they come up with a wish list
16 number and he hadn't been able to sell it because he,
17 of course, put a big price on it. So, I saw my
18 employment slipping away. I felt like I needed to
19 look elsewhere in order to support my household and
20 my daughter's college.

11:16:56 20 BY MR. NORSWORTHY:

21 Q So, you were able to file on your own -- under
22 your own name, correct? What's that called when you're
23 able to file electronically?

11:17:10 25 A Yeah. When you're a tax practitioner, you start
out with a preparer number. And a lot of people have

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:17:14 1 preparer numbers. The next step up, then you have an
2 electronic filing number. And when you have an electronic
3 filing number, then that makes you in a position to be an
4 electronic return originator. So, I had all three of
11:17:32 5 those designations, so I was in a position where I could
6 do all those things. And when I worked for the previous
7 employer, when I found out that he couldn't do any of
8 those things, I said, Well, let's use my credentials and
9 that way, we can do -- we can satisfy the IRS regulations.
11:17:50 10 And that's what we did.

11 Q And y'all used your credentials at his practice,
12 correct?

13 A Yes. Yes.

14 Q Were those clients of his using your
11:17:57 15 credentials, were you on the hook for that?

16 A Yes. Yes. When -- the IRS doesn't come out and
17 say oh, here, you're located and you're the owner. They
18 look and they say who is the primary person responsible
19 for these tax returns? And that is determined by preparer

11:18:17 20 number; efin number, electronic filing number, and the
21 electronic return originator. So, I was all three of
22 those things, of course, I signed all the tax returns.

23 Q So, when you wrote this letter and Mr. Brock
24 responded to it, you had all those credentials, correct?

11:18:35 25 A Yes. I had all those credentials, yes.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:18:38 1 Q You already stated, I believe, your previous
2 employer had lost his status with those credential; is
3 that correct?

4 A Yes, he was -- yes, he had lost everything. And
11:18:48 5 the IRS pretty much had backed him into a corner where it
6 was almost impossible for him to operate anymore because
7 he couldn't e-file. And as soon as you can't do what the
8 IRS tells you what the rules are, you're pretty much --
9 you can't operate.

11:19:03 10 Q Can you tell us, when Mr. Brock responded to
11 your letter, why was Mr. Brock, the Defendant, interested
12 in hiring you?

13 A When I sat down with Mr. Brock, he started
14 out -- I guess the first thing he told me was that he had
11:19:25 15 previously had a partnership with another CPA. They had
16 had a falling out. And he had -- he had several bad
17 things to say about the previous CPA. And I don't know
18 what those were, but he said that was -- he didn't have
19 that -- he didn't have that person anymore.

11:19:48 20 Q Okay.

21 MR. WILSON: Mr. Norsworthy, I'd like to
22 reiterate my earlier objection that Mr -- while I
23 respect the background history of Mr. Johnson, it is
24 not relevant nor probative on the issues in this
11:20:03 25 case. And to continue the expiration and the terms

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:20:03 1 and conditions of his employment are absolutely
2 irrelevant. I'd like to lodge that objection again.

3 And if Your Honor, please, allow me to request
4 that it be a standing and continuing objection.

11:20:17 5 THE COURT: I understand and I'll allow that.
6 I, actually, share your concern. I want the
7 testimony to be very surgical. But on the other
8 hand, I don't want to bind or tie the hands of either
9 of the parties to fully present their case.

11:20:30 10 So, what I would say is I will respectfully
11 overrule your objection, but with a very, very gentle
12 suggestion, even admonition to get to the point.

13 MR. NORSWORTHY: Certainly, Your Honor.

14 BY MR. NORSWORTHY:

11:20:44 15 Q So, let's just jump into your agreement with the
16 Defendant. When y'all first sat down, what was your
17 original agreement when he hired you?

18 A Well, it's fairly easy for me to get a job
19 during tax season because everybody, you know, I mean, the
11:21:04 20 rush comes, you know, kind of the first of February

21 through the middle of April. And then after that, then
22 the rush is over and people aren't needed. So, it's
23 fairly easy for me to get a job for those two months. But
24 I needed full time work because after the middle of April,

11:21:20 25 I mean, I still had household expenses and I still had a

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:21:24 1 daughter to put through school.

2 So, the first agreement was that it was
3 going to be -- it was going to be full timework. And he
4 thought with my background -- he thought with my

11:21:36 5 background that he would be able to use -- well, he was
6 for sure that he would be able to utilize me for the rest
7 of the year because he was interested in tax settlement
8 work and I had already done that.

9 The agreement was \$30 an hour. That's what
11:21:49 10 I was making before, so it's not like I got more, I got
11 the same. And then he established what the work times
12 were, the fact that I was going to be at a desk in his
13 office. I was going to operate with an e-mail under the
14 name of his company. I was going to use his software. He
11:22:13 15 wanted a picture of me to put up as a bio on his firm.

16 So, in all instances, I pretty much became an employee.

17 Q That was in February of 2015; is that correct?

18 A Yes, I believe that's when I started working,
19 yes.

11:22:32 20 Q So, you started in February 2015. Y'all might
21 have had discussions a little before then?

22 A Yeah. I mean, he hired me the day I came in
23 there. I think he thought that I was a good person, a
24 good candidate, so he hired me on the spot.

11:22:49 25 Q But you started in February 2015 and you began

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:22:50 1 doing hourly work for him; is that correct?

2 A Yes. Uh-huh.

3 Q Doing tax preparation, tax return work?

4 A Yeah, and anything that came up. Any kind of

11:22:59 5 IRS or any kind of a tax problem, I think he felt like
6 that he could give it to me and that I'd be able -- if I
7 didn't know how to do it, I could do research because none
8 of us -- none of us know everything about the tax code. I
9 certainly don't.

11:23:13 10 Q So you began working, a week to several weeks
11 went by. Then did y'all have a separate discussion about
12 a different agreement?

13 A Yeah, as we got closer to tax season, I knew
14 that I had -- I knew that I had some friends, not a
11:23:31 15 horrendous amount of friends, but I had some friends where
16 I had done tax work for them before. I knew that they
17 depended upon me and they would want to use me again. And
18 so I was kind of at a dilemma. I said, Am I going to --
19 how am I going to deal with them when they call? Because
11:23:49 20 they always called, it's not like I called them.

21 So, I went -- I talked to him about it.
22 And I said, I'm going to have some number of people who,
23 you know, are friends of mine who are going to want to use
24 me to do taxes. Then I said, There, also, might be some
11:24:03 25 people coming from my previous employer because he -- his

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:24:10 1 business was kind of slipping away and I felt like that
2 they trusted me and they would want to use me. So I said,
3 There might be some of them that would want to come. And
4 he was -- he was very enthusiastic about that. I think he
11:24:27 5 saw an opportunity to add clients to his business.

6 And so he very quickly came out and said
7 that if people came as a result of me working there that
8 he would be willing to give me 80 percent of their
9 invoices for the first year and then after that, the
11:24:46 10 clients would be his. Then the next year, we would do the
11 same thing on anyone else new that I would bring in. I
12 think he saw me as an opportunity to add clients to his
13 business.

14 Q So, the terms were you'd bring in clients and
11:24:59 15 any of those new clients that you brought in, he would
16 give you 80 percent of the first year revenue, then,
17 thereafter, they would be his clients?

18 A Yes.

19 Q Okay. Let me show you this. I know you've seen
11:25:11 20 this before, but if you could take a look at that. Is
21 this something that you filed with your complaint?

22 A Yes.

23 Q And you filed this as Exhibit 1 with your
24 complaint.

11:25:22 25 A Yes.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:25:22

1

MR. WILSON: We've seen it. We have no

2

objection.

3

THE COURT: All right. The same is admitted as

4

a Plaintiff's Exhibit --

11:25:27

5

Which one?

6

MR. NORSWORTHY: No. 1, Your Honor.

7

THE COURT: Okay.

8

(WHEREUPON, Plaintiff's Exhibit No. 1 was

9

admitted into evidence.)

11:25:31

10

BY MR. NORSWORTHY:

11

Q If you could, briefly, you've provided a table

12

of contents with the exhibits; is that correct?

13

A Yes.

14

Q You filed this case without an attorney at

11:25:43

15

first?

16

A Yeah, I thought it was an open and shut case. I

17

thought it was very simple --

18

MR. WILSON: Objection, Your Honor. Thank you,

19

sir.

11:25:51

20

THE COURT: Okay. I'll sustain the objection.

21

I think it's up to the jury to determine what is open

22

and shut.

23

Go ahead.

24

MR. NORSWORTHY: Thank you, Your Honor.

25

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:25:59

1 BY MR. NORSWORTHY:

2 Q When you filed your pro se complaint, you
3 included a number of exhibits with that complaint?

4 A Yes.

11:26:03

5 Q What were those exhibits generally about?

6 A Well, each exhibit, I thought, was providing
7 information and what was needed in order to prove that he
8 owed me 80 percent of those clients.

9 Q So, you just put it all in there and filed?

11:26:22

10 A Yes, I attached -- I attached everything --

11 MR. WILSON: Objection, Your Honor.

12 THE WITNESS: -- to the original complaint.

13 MR. WILSON: I don't want to fuss at you. Don't
14 lead him, please.

11:26:29

15 MR. NORSWORTHY: Certainly, Your Honor.

16 THE COURT: All right. I presume from that
17 statement, it was an objection to leading questions.

18 MR. WILSON: Thank you.

19 THE COURT: All right. You may proceed, sir.

11:26:39

20 MR. NORSWORTHY: Thank you, Your Honor.

21 BY MR. NORSWORTHY:

22 Q So, when you filed your complaint, did you
23 believe that you had to file these exhibits with the
24 complaint?

11:26:49

25 A Yeah, I thought when you filed a complaint, I

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:26:51 1 thought you had to provide everything that supported that
2 complaint.

3 Q Okay. And we have this marked as Exhibit 1 as
4 the table of contents and the actual Exhibit 1 that you
11:27:02 5 filed; is that correct?

6 A Yes.

7 Q Can you tell us what this redacted spreadsheet
8 is?

9 A Yes, this is a list of all the tax returns that
11:27:10 10 I did the previous year.

11 Q Okay.

12 A And it would have included any clients from the
13 previous employer. It would have included any kind of
14 friends, anybody that I filed. It included my family. My
11:27:28 15 mother's name's on here, my brother's name's on here, and
16 my name's on here. So it's a total list.

17 And you say, well, why do you need that
18 list? And this is a list that the IRS requires a
19 practitioner to have. Anytime that you are an ERO, or
11:27:48 20 electronic return originator, which I was, they require
21 you to keep a list of all of the tax returns that you
22 file. And that way, then -- that way, then, I have
23 contact information for the clients and I'm in a position
24 to answer questions to the IRS and I'm, also, in a
11:28:07 25 position to answer questions to the clients themselves.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:28:12 1 And given that all my credentials were used, I was the
2 only one that could respond to them and help them if they
3 had trouble.

4 Q So, you provided this to Mr. Brock, this list?

11:28:25 5 A Yes, when I told him that there may be some
6 people that would come, some family, some friends, some
7 people that I filed before the previous employer. And I
8 said, you know, I've got the list. And he very much loved
9 seeing the list. Obviously, it's a long list, and there's
11:28:45 10 no way I thought I was going to bring all those people to
11 him. All I knew was that I had some friends and people
12 that were interested in working with me and they would
13 come along.

14 Q What did Mr. Brock do with this list of clients?

11:28:59 15 A Well, he was really pleased -- well, he was
16 really infatuated with the list. And he put it on his own
17 internal in-house computer system. And it's called Stack
18 Track.

19 Q Is that what you're speaking of, sir?

11:29:15 20 A Yes.

21 MR. WILSON: No objection, Your Honor.

22 MR. NORSWORTHY: Thank you.

23 THE COURT: All right. So admitted.

24 It's which exhibit?

11:29:21 25 MR. NORSWORTHY: This is Exhibit 2, Your Honor.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:29:22 1 THE COURT: No. 2.

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

4 BY MR. NORSWORTHY:

11:29:24 5 Q And this was Exhibit 2 to your complaint you
6 filed, correct?

7 A Yes.

8 Q Can you -- what is this list?

9 A This is nothing more than an identical list to
11:29:34 10 Exhibit 1. The only difference is, this is where he put
11 it on his in-house Stack Track system. So, it's these
12 clients only on this list. There are -- none of his other
13 clients were on here. This is -- they're duplicate list
14 is what they are.

11:29:50 15 Q Did you say he made this list or did you make
16 this list?

17 A No, his people in the office took the Exhibit 1
18 and put all that information on his in-house system so
19 that he would have it and he could market to them. And
11:30:05 20 then I printed out this list just to show that yes, in
21 fact, these clients had been posted on his internal -- his
22 internal system.

23 Q And you redacted all the names and all when you
24 filed it?

11:30:20 25 A Yes. Uh-huh.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:30:35 1 Q So, you gave Mr. Brock this list, Exhibit 1,
2 that you had created. He had someone in his office put it
3 in his own Stack Track system; is that correct?

4 A Yes.

11:30:49 5 Q Did he do anything with this list?

6 A Yes. And immediately after putting that list on
7 his system, then he wanted to send a letter to each one of
8 the clients to try to attract them to his CPA firm.

9 Q Did he write a letter to his clients?

11:31:13 10 A Pardon me?

11 Q Did he write a letter to his clients?

12 A Well, he wrote -- he wrote a letter, which is
13 this Exhibit 3.

14 Q And this is the Exhibit 3 that you filed with
11:31:22 15 your complaint, correct?

16 MR. WILSON: Seen it, no objection, Your Honor.

17 MR. NORSWORTHY: Thank you.

18 Your Honor, this is Exhibit 3.

19 THE COURT: Exhibit 3 is admitted without
11:31:30 20 objection.

21 (WHEREUPON, Plaintiff's Exhibit No. 3 was
22 admitted into evidence.)

23 BY MR. NORSWORTHY:

24 Q This is a letter. Can you tell us about that
11:31:35 25 letter?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:31:35 1 A Yes. Mr. Brock wrote the letter, brought it to
2 me, said, What do you think?

3 I said, Okay. I said, I think it's fine.

4 And, basically, it advised the people that
11:31:48 5 I had done their taxes in the past, it advised them where
6 I was. It reminded them that I had used all my
7 credentials for doing their filing. Then it was -- at the
8 end, it said if you're interested in working with me, then
9 that's fine.

11:32:09 10 Q Is this Mr. Brock's letterhead on here?

11 A Yes. He put it on his letterhead. His person
12 in the office signed my name to it, which I authorized.
13 And then he mailed it out. He paid the postage. He was
14 trying to market clients.

11:32:28 15 Q And it's dated February 27th, 2015. So this
16 was as soon as y'all discussed this, basically, were y'all
17 immediately trying to get those customers?

18 A Yeah. As soon as he saw the number of filings
19 that I had done the previous year, then he was very
11:32:44 20 motivated -- he was very motivated to try to attract
21 clients.

22 Q And it has your signature on it. Did you sign
23 it?

24 A I didn't sign it, but I authorized Donna to sign
11:32:57 25 it.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:32:57 1 Q And the letter, can you explain to the jury just
2 generally? They can see the contents thereof. It's just,
3 basically, a letter introducing yourself as a Brock
4 employee; is that correct?

11:33:06 5 A Well, yes, it's letting them know where I went.
6 And if they needed to get ahold of me, how they could get
7 ahold of me.

8 Q Okay. So you sent this letter out, this was
9 late February. And then you just continued working full
11:33:25 10 time at Mr. Brock's office; is that correct?

11 A Yeah, yeah, I just continued to do the problem
12 of the day. Whatever -- whoever needed help done, that's
13 who I worked with.

14 Q Did you begin to -- how did you get compensated
11:33:41 15 for your hours?

16 A Well, he paid me. He paid \$30 an hour and I
17 turned in a time sheet every week.

18 Q Okay. Is this that time sheet?

19 A Yes.

11:33:58 20 MR. NORSWORTHY: This exhibit --

21 MR. WILSON: Seen, no objection.

22 THE COURT: Okay.

23 MR. NORSWORTHY: Your Honor, this is Exhibit 4.

24 THE COURT: Okay, without objection, Exhibit 4
11:34:05 25 is admitted.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:34:06

1

(WHEREUPON, Plaintiff's Exhibit No. 4 was

2

admitted into evidence.)

3

BY MR. NORSWORTHY:

4

Q And this is the Exhibit 4 to your original

11:34:10

5

complaint, as well, correct?

6

A Yes, sir.

7

Q And why did you include this on your original

8

complaint?

9

A Well, number one -- well, it showed how I was

11:34:19

10

compensated. And it also showed the -- at the bottom of

11

it, it showed, I called them customer introductions. So

12

given that we had an agreement that when people came in,

13

because I was working there, I captured the date that the

14

work was done. I captured who the client was. I captured

11:34:45

15

how much they had invoiced and whether or not they had

16

paid that invoice as of that date.

17

So every week, I turned in my time sheet.

18

And so for the rest of the 44 weeks of the year, I showed

19

my hours. And at the bottom, I showed all the new clients

11:35:04

20

that had come in, so it was documented. And then on the

21

bottom, if you look at one of the other Exhibit 4's, you

22

can see that I --

23

Q The next page?

24

A Yeah. You can see that I took the bottom on the

11:35:21

25

bottom right-hand and I said, okay, this is the amount

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:35:24 1 they've been invoiced so far times 0.8, and that's the
2 amount that he would have owed me thus far.

3 Q So each of these numbers in this column with the
4 money sign, starting with 700, these are the amounts that
11:35:38 5 y'all had done work for; is that correct?

6 A Yes.

7 Q Then this is what you invoiced through
8 Defendant?

9 A Yes. Those are the invoices that Mr. Brock
11:35:47 10 invoiced them for the work. And then -- yeah. And I just
11 tracked them as time went on.

12 Q So what does this total times .8, what does that
13 mean?

14 A Well, the total is I was going to get -- he was
11:36:06 15 going to pay me 80 percent of the first year's invoice.
16 So what I did was, I just kept a running total --

17 MR. WILSON: Your Honor --

18 THE WITNESS: -- how much the invoice was times
19 .8.

11:36:12 20 THE COURT: Yes, sir.

21 MR. WILSON: I've not heard any current
22 testimony establishing the terms of the agreement.
23 And I think that before he can testify to .8, the
24 meaning of .8, he's got to do that. I ask Your Honor
11:36:28 25 to so instruct.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:36:31 1 THE COURT: Is the agreement between the parties
2 into evidence? Or was it an oral agreement?

3 MR. NORSWORTHY: Your Honor, it was an oral
4 agreement for which we have writings evidencing that
11:36:42 5 agreement.

6 THE COURT: Okay.

7 MR. NORSWORTHY: But he has, I believe,
8 testified already that they made a agreement for 80
9 percent.

11:36:49 10 THE COURT: All right, I'll respectfully
11 overrule.. You know, I think your objection is as to
12 the quality of the testimony of the evidence
13 presented, not the existence of the same.

14 MR. WILSON: Of course, it is.

11:36:58 15 THE COURT: And I don't take a position on that.

16 MR. WILSON: Of course, it is.

17 THE COURT: I leave that up to the jury.

18 MR. NORSWORTHY: Thank you, Your Honor.

19 THE COURT: Yes, sir.

11:37:06 20 BY MR. NORSWORTHY:

21 Q So, you submitted this with the complaint,
22 correct?

23 A Yes, I did.

24 Q Then you -- how often did you submit this to the
11:37:16 25 Defendant?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:37:19

1 A I submitted it every week.

2 Q And on the top, all this, you said was -- the --
3 was this your hours you worked each week? These are
4 weeks; is that correct?

11:37:27

5 A Yes.

6 Q Then you also had a column where he paid you?
7 He did pay you for your hourly, correct?

11:37:38

8 A Yes, because -- yeah, because he got pretty far
9 behind on paying me, so I kept track of what had and what
10 had not been paid.

11 Q Okay. And then we just have another page. Same
12 thing on here, correct? So, these are redacted. But as
13 far as these customers that came to Brock's office, these
14 people came because of that letter you sent out; is that
15 correct?

11:38:01

16 A No, not totally. I mean, some of the clients
17 are my friends and I had known before, of course, they
18 didn't get the letter.

11:38:19

19 Q Okay. Do you know how many of those people were
20 your friends?

21 A Well, I can go through them and tell you.

22 Q Was the first one dated 3/10 that has a redacted
23 thing that says consulting for \$700 one of your friends?

11:38:34

24 A Yes. Yes. Val and Marty, they're good friends
25 of the family. I've known them for a long time. Our

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:38:39 1 daughters went to school together, elementary school and
2 high school. Our wives played tennis together. Marty was
3 a big golfer, we played golf together. And Marty went
4 through a stage of cancer. We went through that with him.

11:38:57 5 And so we were good friends. As his career went along, he
6 made more money as time went on and I started up his
7 corporation for him, which helped him a lot with taxes.

8 And so then, when he called me to do his
9 taxes and I said -- you know, I said, I'm working at
11:39:19 10 Brock, why don't you come on in. You know, let's do your
11 taxes through Brock. And, you know, so I was bringing him
12 to Brock because I didn't want to do his taxes at home.

13 Q But since you have your credentials, could you
14 have done those independently of Defendant's office?

11:39:38 15 A Absolutely. I just -- I was to the point where
16 I guess I would -- I just preferred to work for Mr.-Brock
17 and I was going -- I thought we were going to stick
18 together for 10, 15 years. So, I was totally content to
19 just have the people come through him. I get paid for
11:39:57 20 working there, and then I didn't have to do taxes on
21 weekends and nights and all that kind of thing.

22 Q Now, how many other of those clients did you
23 bring in you could have kept on your own?

24 A Every one of them. Every one of these people.
11:40:15 25 Every one of these people I could have done on my own. I

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:40:18 1 mean, there's tax software everywhere. If you go to the
2 IRS website, there are probably 15 different software
3 packages that you can use and do taxes for free. So, I
4 had used a lot of them in the past. I could have used
11:40:32 5 them. I had my own credentials, so it would have been
6 very easy. And I just -- I guess I was getting to point
7 in life where I didn't want to work all day and then all
8 night and weekends as well. So, that's why I just revert
9 everybody into where I was working at Brock.

11:40:53 10 Q And you planned on making some of that invoice
11 money back; is that correct?

12 A Well, yes. Yeah. Had he not come up -- because
13 I didn't really -- I didn't really come up and want to
14 hold him hostage as far as the clients that I had. What I
11:41:10 15 said was these people are going to come. And immediately,
16 he said, Look, you know, if you bring them here, you know,
17 then I'll pay you 80 percent of the first year. And that
18 sounded like a good alternative to me.

19 Q Okay. We talked about the 3/10. 7/8, did you
11:41:26 20 know the individual or multiple parties that you did that
21 was invoiced on 7/8?

22 A Yes. 7/8, if you look across from it, you'll
23 see that there's no amount of invoice there. The lady's
24 name is Julie. I had worked with her before. And so she
11:41:48 25 called me and she wanted to come over and visit and she

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:41:51 1 wanted to see -- she wanted to see what everything was
2 like. She was very scared because Mr.-Brock was a CPA and
3 she thought that his prices might be higher than what she
4 paid before. Therefore -- I mean, I could have said,
11:42:05 5 look, Julie, I'll just do your taxes myself and keep it
6 where it was. I said, Look, just, you know, I just don't
7 want to do them on my own. I would just rather work
8 through Mr.-Brock. And she was the only one where she
9 came up and said, I think I'm just going to stay where I
11:42:24 10 am.

11 Q Did customers -- I'm sorry to interrupt, but did
12 customers end up usually coming into Mr.-Brock's office
13 like you said Julie did, or was it something where you'd
14 go meet them? How did that work?

11:42:35 15 A No, all these clients called and then I told
16 them where it was and then they came in. And, of course,
17 he would have had an opportunity to come and meet them and
18 kind of try to cultivate them. But as far as I know, I
19 don't think he ever came and met any of them. So, they
11:42:43 20 came in to meet me. And that's --

21 Q Did you say Mr.-Brock didn't come in to meet
22 with any of these clients?

23 A He wouldn't come out of his office to meet with
24 them. I don't know, he just -- if he wanted to really
11:43:07 25 cultivate the clients as his own, that would have probably

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:43:12 1 been a good thing for him to do.

2 Q In the interest of time, we're not going to go
3 through all these, but for the most part, were you
4 familiar with these people beforehand, before you started
11:43:26 5 working for Mr.-Brock?

6 A Yeah, I mean, the next one was a 24-year-old guy
7 who was doing flooring --

8 Q Which one?

9 A The one that's -- April 3rd.

11:43:44 10 Q So, the third one right there?

11 A Yeah. And his mother kind of handled all of his
12 business and she was -- I mean, she was a single family
13 mother. And so she kind of handled everything for him,
14 which was fine with me because that's the way she wanted
11:44:01 15 to do it. When he started up his flooring business, I did
16 his S corporation. And I helped him with some 1099
17 problems that he had with his employer. So she trusted me
18 and she wanted to stick with me.

19 This is one of the clients that Mr.-Brock
11:44:22 20 complained that I didn't give contact information. I
21 guess when he called her, he got his mother and that's the
22 only -- that's the only contact I ever had either. I
23 later found out that her son had moved to Colorado, but we
24 continued to do his tax work. I did it through his
11:44:41 25 mother. Of course, she would get the signatures and

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:44:44 1 everything.

2 Q So just to clarify, you said that the client was
3 the son of the mother, but the mother was the contact?

4 A Yeah. Well, that's the way -- that's kind of
11:44:54 5 the way she wanted it. And I said, yes, ma'am. And so
6 she would -- she would call and she would tell me okay, we
7 want to do his tax returns. And she would give me the
8 information on it. I would do the tax return and she
9 would get everything signed by him. And that's how she
11:45:15 10 wanted to have things handled, which was fine with me.

11 Q So out of all these clients that you brought
12 over, customers or clients, how many of them can you
13 confidently say that you knew personally?

14 A Well, if we look at the one dated 3/8 -- well, I
11:45:38 15 knew all of these people personally. They either came to
16 me because I had done their taxes at the previous employer
17 or that I had done them because I was friends with them.

18 Katina came to me, I'd done her taxes
19 before. She was a high level, a high level insurance
11:46:04 20 broker. And her time was a real premium for her. So she
21 wanted things done very efficiently. She didn't want to
22 spend a lot of time on her taxes. I knew that and I tried
23 to be responsive. I said, yes, ma'am, yes, ma'am, yes,
24 ma'am. And I would do what she wanted so that her taxes
11:46:23 25 got done quickly.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:46:28 1 The next one was Mary. Mary was pretty
2 special. I called her the wine lady because I usually
3 took her tax returns to a wine shop where she worked. And
4 she would give me her information and then I would do her
11:46:48 5 return, then I would take it back to where she worked at
6 the wine shop. It was her brother's shop. So, I tried to
7 accommodate her that way. She was especially interested
8 in continuing to use me because she had given away a
9 travel trailer, some things like that to charity, so she
11:47:01 10 had carry-forwards that was very important that she had
11 the same tax preparer each year because she wanted to get
12 the carry-forward benefits from one year to the next. So
13 she -- we were friends. She lived over close to me. And
14 I don't really think she would have wanted to go to
11:47:28 15 anybody else.

16 When she called, I said, Look, I'm working
17 at Brock, why don't you come over here? So she did. And
18 we did everything through Brock. Obviously, I could have
19 done her tax return at home, but I didn't really want to
11:47:42 20 try to do that.

21 Q So, you were a full service, you'd go anywhere,
22 do anything your client wanted?

23 A Yeah. Well, I probably did more than I really
24 had to, but, I guess, I ended up being more friends with
11:47:53 25 people than I did to be their practitioner. Obviously, I

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:47:57 1 took care of their taxes and, obviously, they trusted me.

2 But I was friends with them as well.

3 So when I brought them to Mr.-Brock, I

4 mean, it was on me and they said, Well, we'll trust you if

11:48:10 5 that's what you want to do. I said, Fine, I think that's

6 what is best.

7 Q Okay. When you supplied this Exhibit 4 with
8 your original complaint, was this time sheet comprehensive
9 throughout the entire year of 2015?

11:48:28 10 A I think I provided several of the Exhibit 4's
11 that were -- I didn't provide each week... I provided just
12 enough to show that I had progressively presented these
13 every week to Mr.-Brock.

14 Q Could you just tell us, what are these V's?
11:48:42 15 What is V? You see the V during the week of 11/28?
16 There's one, two, three V's marked?

17 A The V's are more like days that I took off on
18 vacation where I didn't get paid because I didn't get
19 paid. And then the N's would have been dates that he
11:49:01 20 wouldn't let me work because he didn't have the money to
21 make the payroll.

22 Q You said the N's are the days you just didn't
23 work at all?

24 A Yeah, yeah. Yeah, he kept my time because he
11:49:16 25 couldn't make the -- because he couldn't afford to pay me.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:49:22

1 Q Now, when did he start cutting your time?

2 A I think it was around -- around the first of --

3 around the first of November. So all the way through

4 November and December, I was kind of down to -- I think I

11:49:36

5 was kind of down to working two days a week. Of course,
6 that wasn't what our original agreement was, that I was
7 going to be kind of a full-time employee because that's
8 what I needed to do in order to support my household. So
9 then when I was cut down to two days a week, then that

11:49:58

10 wasn't allowing me to make ends meet.

11 Q And did you say before, was your original

12 agreement to work a certain amount of hours?

13 A Well, originally, it was full time. After tax

14 season, then we agreed that -- we agreed that he would

11:50:14

15 employ me through the end of the year for, at least, four
16 days a week, four full days a week.

17 Q For the year?

18 A Through the end of December.

19 Q And this is 2015, correct?

11:50:28

20 A Uh-huh.

21 Q So when he began cutting your hours, did that
22 have an impression on you?

23 A Yeah, I mean, it was -- you know, it's a very
24 small office. And it was pretty obvious that Mr. Brock

11:50:44

25 had real estate ventures going on right across the street.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:50:48 1 He was trying to renovate an old house. And so the
2 contractor would come over four or five times a day. He
3 even invited me to go over and look at the construction a
4 couple of times. So he was very pleased with his real
11:51:05 5 estate venture.

6 But what happened was that there wasn't --
7 he didn't have enough money to do the renovations and
8 continue to pay the staff. Me, being one of them. And
9 so -- so there was -- there was -- there just wasn't
11:51:23 10 enough money around. Bills weren't getting paid. I mean,
11 there were even times when utility companies would come in
12 to shut off the water and say, I'm here to shut off the
13 water. And then, of course, then everybody would scramble
14 around to try to pay them so they wouldn't shut off the
11:51:45 15 water.

16 Q Did that make you fear for your job?

17 A Well, yeah. I knew -- I knew things weren't
18 good. I knew that I was down to only working two days a
19 week. I'm still able to work more than that and I still
11:52:00 20 needed to work more than that. So yeah, I saw -- I saw
21 the potential for my job to go away. And. . .

22 Q So when he began cutting your hours, had he paid
23 you the 80 percent of any of these customers at the bottom
24 here?

11:52:18 25 A No, he hadn't. And that was -- that was kind of

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:52:21 1 the problem and probably kind of the beginning -- I guess,
2 the beginning of our falling out. Because I said, Well,
3 you know, if you can't make the payroll, if you're having
4 trouble -- you know, if you're having trouble dealing with
11:52:37 5 just, you know, utility bills and stuff, how are you going
6 to pay -- you know, how are you going to make payments
7 with these clients that I brought in where we agreed you
8 were going to pay me 80 percent the first year invoices?
9 I guess the first time I brought it up, of course, it got
11:52:52 10 very uncomfortable very quick. And. . .

11 Q When was that?

12 A Pardon me?

13 Q When was that that you first brought it up?

14 A I guess -- I really don't know. I guess it was
11:53:10 15 October or November.

16 Q So, you had your hours cut and you hadn't gotten
17 paid on this other agreement y'all had. When did you
18 decide to look for other employment?

19 A I guess I don't know exactly when. I know that
11:53:27 20 kind of the handwriting was on the wall, that things
21 weren't going well. And after I made the original comment
22 asking him when he was going to pay, and his answer was
23 Well, I'm going to pay you. Then I couldn't get an answer
24 of when. And that's when things went south.

11:53:50 25 Q And you might have said this before, you

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:53:53 1 submitted one of these time sheets weekly; is that
2 correct?

3 A Every week, yes.

4 Q For the entirety that you were employed in 2015?

11:54:01 5 A Yes.

6 Q So almost -- what did you submit, 50 of these?

7 A (The witness nods.)

8 Q A lot of them?

9 A Well, every week. I think, you know, it's been
11:54:09 10 since February, I submitted one every week, so that's 45
11 weeks or something like that.

12 Q So, when did y'all have an actual conversation
13 about the payment of the 80 percent? Did y'all have a
14 meeting?

11:54:29 15 A Yeah.

16 Q Can you take a look at this? This is Exhibit 5
17 to the original complaint.

18 MR. WILSON: May I see it?

19 MR. NORSWORTHY: Certainly.

11:54:38 20 MR. WILSON: I want to see it on scene.

21 Your Honor, we have seen that. We have no
22 objection.

23 THE COURT: All right. What number is it?

24 MR. NORSWORTHY: This is Exhibit 5, Your Honor.

11:54:48 25 THE COURT: All right, Exhibit 5 admitted

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:54:49

1 without objection.

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

4 BY MR. NORSWORTHY:

11:54:53

5 Q Can you just tell us briefly what this is,
6 Mr.~Johnson?

7 A Well, it shows that we -- I knew things weren't
8 good, so I told him that we needed to talk about this.
9 So, that shows January 18, I guess, is the day that we
10 talked.

11:55:05

11 Q Can you just tell the jury what this document
12 is?

13 A Oh, all it is is the listing of what I -- what I
14 was -- what I was doing that day.

11:55:15

15 Q So, this is just a schedule or calendar?

16 A Yes, that's just evidence that we actually did
17 sit down and talk about it.

18 Q So, what you're referring to says 1/18, says
19 meet -- can you read that or tell us what that says?

11:55:31

20 A Yeah. It says Martin client customer payments.

21 Q Okay. What happened as a result of that meeting
22 on January 18th, 20 -- is that 2016?

23 A 2016, yes. Uh-huh.

24 Q What happened as a result of that meeting?

11:55:51

25 A Well, it was after the end of the year, so,

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

1:55:53 1 obviously, all of my payments should have already been
2 made and they hadn't been. And I guess I thought it was
3 best to talk about it as opposed to just hide from it
4 because nothing was getting any better.

11:56:08 5 So, I said we needed to talk about it and
6 see what we were going to do. And so we sat down and we
7 talked about it. And he was -- he was -- I guess I would
8 say he was kind of fussy about it.

9 He said, I'm going to pay you, but -- he
11:56:36 10 said, I am going to pay you.

11 And he knew that the number was \$9,036,
12 okay. Because, I mean, I had shown him that for weeks and
13 weeks and weeks. And so -- so that's kind of where we
14 were, but I couldn't nail him down in terms of getting an
11:56:57 15 answer of when he was going to pay. Because it was like
16 I'm going to pay you, but he wouldn't tell me when he
17 going to pay me.

18 Q Can you take a look at this for us? This is
19 Exhibit 7 of the original compliant. Would you like to
11:57:07 20 see it?

21 MR. WILSON: I can't hear you.

22 MR. NORSWORTHY: I'm sorry.

23 MR. WILSON: Just put it up.

24 MR. NORSWORTHY: Your Honor, this is Exhibit 7.

11:57:14 25 This was Exhibit 7 to Mr.~Johnson's original

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:57:17

1 complaint.

2 MR. WILSON: What happened to 6A and B?

3 MR. NORSWORTHY: We'll get there.

11:57:25

4 MR. WILSON: Your Honor, we've seen this. We
5 have no objection.

6 THE COURT: Okay, Exhibit 7 admitted without
7 objection.

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

11:57:30

10 BY MR. NORSWORTHY:

11 Q And you filed this with your original complaint,
12 correct?

13 A Yes, I did.

11:57:34

14 Q Why did you file this separately than that
15 exhibit we saw on the other time sheets?

16 A Well, because I wanted to prove that, at least,
17 I was asking him to go ahead and make a payment. Because
18 payments were past due. I mean, the payments should have
19 been made during 2015, and they weren't. Then they should
11:57:51 20 have, certainly, been made at the end of the year, they
21 weren't.

22 Then in 2018, he said, Well, I'm going to
23 pay you.

11:58:01

24 But he wouldn't tell me when. And there
25 was no payment.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:58:06 1 Q So you when you submitted this to Mr. Brock, is
2 that your handwriting?

3 A Unfortunately, yes.

4 Q Can you try to decipher that for us?

11:58:16 5 A Yeah, I said, Could you go ahead and pay \$2,000
6 on the Martin customers.

7 Q What's the date on that you have?

8 A That's January 26th.

9 Q So this was roughly a week after the previous
11:58:28 10 meeting y'all had had?

11 A Yes.

12 Q Why were you asking for \$2,000?

13 A Just to get some amount of payment. Because to
14 that date, he had not paid anything.

11:58:40 15 Q Okay. What happened after you submitted this?

16 A He called me the very next day. And it was
17 either one of the days that I was off because he couldn't
18 pay me, or it was the weekend, I can't remember which.

19 But he called me at home and said that he wanted to talk
11:59:02 20 about it, that he understood about the 9,000 thing being

21 due. And I said, Well, my problem is that, you know, that

22 I've asked several times and you haven't made any payment.

23 And I said, Can we agree on when you will pay? And I

24 said, I know you've got a cash crunch now because I know

11:59:27 25 what's been going on with the real estate thing because

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

11:59:30 1 the contractor was in there every day. So I said, When am
2 I going to get paid?

3 And he said, Well, how about if I pay you
4 on -- and I think it was April 30.

11:59:43 5 Q And this was a phone conversation that he called
6 you at your house?

7 A Yeah, he called me at my house, yeah.

8 Q So you said this happened right after you
9 submitted this form; is that correct?

11:59:53 10 A Yes.

11 Q This phone conversation?

12 A I think it was very next day, yeah.

13 Q And again, y'all talked without putting anything
14 into writing for us to look at. Did you say he agreed to
15 pay the total amount?

16 A Yeah, he was going to pay it. And -- but he
17 wanted the date to be April 30th. April 30, of course, is
18 at the end of tax season and he would have had a number of
19 clients come in and pay him. He had good practice and he
12:00:25 20 took in a lot of money. So I think he felt like he
21 wouldn't have any problem at all paying me at the end of
22 April.

23 Q So during that phone conversation, what did you
24 say in response to him offering to pay that by the end of
12:00:38 25 April 2016?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:00:40 1 A Well, for me, that was fine. I mean, I
2 wasn't -- it's not like I had a date that I wanted to get
3 paid. It's that I wanted to get paid sometime. So when
4 he said that he would pay the full amount on April 30, I
12:00:54 5 said fine. I said, How about this? How about if I write
6 something up to that effect, that way, then, you know,
7 there can't be any question about it.

8 And he said, Fine.

9 So I wrote up a really short thing.

12:01:10 10 Q I want to show you, is this what you wrote up?

11 A Yes. Uh-huh.

12 MR. NORSWORTHY: This is Exhibit 8 to the
13 original complaint.

14 MR. WILSON: We've seen it, no objection.

12:01:20 15 THE COURT: All right. Without objection,
16 Exhibit 8 is admitted.

17 (WHEREUPON, Plaintiff's Exhibit No. 8 was
18 admitted into evidence.)

19 BY MR. NORSWORTHY:

12:01:25 20 Q When did that conversation over the phone
21 happen?

22 A I think it was the 27th.

23 Q Of 2016?

24 A Yes.

12:01:33 25 Q Okay.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:01:35

1 MR. WILSON: I'm sorry.

2 MR. NORSWORTHY: That's okay.

3 Q Can you -- what's the date on this Exhibit 8?

4 A February 1, 2016.

12:01:51

5 Q And you included this in your original complaint
6 as Exhibit 8?

7 A Yes, I did.

8 Q Can you describe to the jury what this document
9 is?

12:01:59

10 A Well, that's based on our telephone
11 conversation.

12 And he said, Look, I'll pay you the \$9,036.
13 I'll pay it on April 30th.

12:02:10

14 I said, Okay. How about if I put it in
15 writing? That way everything is clear to everybody.
16 Because we're still trying to work together. We're still
17 trying to be friends.

18 So he said, Yeah, that will be fine.

12:02:22

19 So it wasn't a very long thing to write
20 out. All it said was agreement to pay for the clients on
21 April 30. Showed the full amount of the invoices times
22 .8. The number was \$9,036, and he was going to pay it on
23 April 30th, 2016. So the next day, I came back to work
24 and I gave that to him to sign.

12:02:45

25 Q Had you and Mr. Brock discussed putting this

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

2:02:49 1 into writing over that phone conversation?

2 A Yes.

3 Q And he agreed to it?

4 A Yes.

12:02:54 5 Q You mentioned that you were trying to work
6 together, still trying to be friends. Were y'all friends?

7 A Yeah -- well, I think so. Yeah, I think so. I
8 think I needed to -- I needed somewhere to work. The work
9 that he had available was good work for me. I got along

12:03:09 10 well with his clients. So yeah, I thought for me, it was.
11 It was a friendly relationship that I wanted to keep
12 friendly. And I didn't want it to go downhill because of
13 this.

14 Q How close were y'all? Did y'all have dinner?

12:03:25 15 A We weren't that close.

16 Q Weren't that close?

17 A No.

18 Q Okay. So, you didn't go to each other's kids'
19 soccer games or anything like that?

12:03:31 20 A No.

21 Q Did he ever end up signing this document?

22 A No. I took it to him and I gave it to him and
23 he would not sign it.

24 Q Why wouldn't he sign it?

12:03:46 25 A Didn't say. He just -- he just didn't sign it.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:03:52 1 Q Did you ask him after he wouldn't sign it why he
2 wouldn't sign it?

3 A What I did -- after he wouldn't sign it, I was
4 still struggling with trying to keep this thing together.

12:04:09 5 So he had said earlier, well, maybe his original deal
6 wasn't a very profitable deal for him. And that's when he
7 started talking about well, I'm maybe going to sell my
8 company. And he said, when I was going to sell my company
9 originally, he was going to get it sold and the price was
12:04:32 10 going to be based on what his sales, what his billings
11 were for 2015. And then, he was doing -- he was
12 negotiating with his buyer.

13 And he said, Now, it's not going to be
14 based on sales in 2015, it's going to be based on sales
12:04:51 15 from -- I forget the -- you know, it moved back six
16 months.

17 So he said, Well, given that it's going to
18 move back six months, then part of those customers that
19 you brought to me early in the year aren't going to be
12:05:08 20 included in the sale of my company.

21 And I said -- you know, I said, Look, you
22 know, we had an agreement, you know, at the beginning of
23 February and it's got nothing to do with selling your
24 company. Because I had no idea, okay, that that was ever
12:05:23 25 anything that was going to happen. So I said, Our

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:05:26 1 agreement was that you were going to pay me 80 percent of
2 what the invoices were for the year 2015. That's the sum,
3 the beginning of the end of the agreement.

12:05:39 4 Q Would you have brought these clients on under
5 that agreement if you had known he wasn't going to pay you
6 during 2015?

12:05:53 7 A Yeah. I mean, if he -- if he had not come out
8 and said, Look, you know, I want to do this and I want --
9 and I want to actually pay for these clients in order to
10 increase by business, I would have done something else.
11 And I would have probably -- I would have probably handled
12 it myself.

13 Q Take a look at this. Is this an email you sent?

14 A Yes.

12:06:09 15 MR. NORSWORTHY: Let me show this to them.

16 Q This is Exhibit 9. It was Exhibit 9 from the
17 original complaint. It's an email. Is this an email that
18 you wrote?

12:06:22 19 MR. WILSON: Seen it, have no objection, Your
20 Honor.

21 THE COURT: You want to admit it, sir?

22 MR. NORSWORTHY: Please, sir.

23 THE COURT: All right. Same is admitted as
24 Plaintiff's 9.

12:06:28 25 MR. NORSWORTHY: Thank you, Your Honor.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:06:31 1 (WHEREUPON, Plaintiff's Exhibit No. 9 was
2 admitted into evidence.)

3 BY MR. NORSWORTHY:

4 Q This is an email you wrote. Can you tell the
12:06:33 5 jury when you wrote this email?

6 A Looks like it's February the 6th.

7 Q Okay. And looks like we have a little bit of a
8 blur here. But could you just give the jury the extent of
9 what you told Mr. Brock in this email?

12:06:49 10 A Yeah. He had -- he had said that, you know,
11 part of his now hesitancy on paying the \$9,000 was because

12 maybe that -- maybe that deal wasn't going to be very

13 profitable for him. So instead of just arguing with him,

14 I tried to point out that half of the customers -- it says

12:07:11 15 over 50 percent of the billings for 2015 actually happened
16 after August the 1st. And so, when he was originally

17 trying to sell his business, it was on 2015 invoices. And

18 then, now, it gets moved back to where it's going to be

19 from the middle of 2015 until the middle of 2016. Well,

12:07:39 20 then, some of those clients that I brought in in 2015

21 wouldn't have fallen -- the ones in the first six months

22 of the year wouldn't have fallen into his sales.

23 And so, you know, he's saying, okay, well,

24 maybe that wasn't -- maybe that wasn't profitable. So I

12:07:57 25 was trying to say, Look, half of the clients that came in

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:08:00 1 there -- I said, Number one, you got paid for -- you got
2 to invoice all the clients for 2015. Number two, you're
3 going to get to invoice half of the client -- over half of
4 clients. Then you're going to get to invoice them all
12:08:12 5 again for 2016. So I said, you made yourself a good deal
6 and the deal you made with me was profitable.

7 However, none of that really had anything
8 to do with -- because whether or not those clients were --
9 whether or not this deal was profitable for him really had
12:08:34 10 nothing to do with me because we had an agreement. And he
11 just -- he just didn't -- he didn't pay what the invoices
12 that came in on 2015.

13 Q Okay. Can you take a look at this?

14 MR. NORSWORTHY: Your Honor, we'd like to
12:08:45 15 introduce Exhibit 10 into the record.

16 Q Is this an email?

17 A Yes, yes.

18 Q Have you seen this before?

19 A Uh-huh.

12:08:55 20 Q Okay.

21 MR. WILSON: Seen it, no objection, Your Honor.

22 THE COURT: All right. Exhibit 10 is admitted.

23 (WHEREUPON, Plaintiff's Exhibit No. 10 was
24 admitted into evidence.)

12:09:07 25 BY MR. NORSWORTHY:

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:09:11 1 Q So let's take a look at this. Do you recall
2 seeing this letter?

3 A Yes.

12:09:18 4 Q Was this a letter he mailed to you or emailed
5 you?

6 MR. WILSON: Excuse me.

7 MR. NORSWORTHY: Take a break, Your Honor?

8 THE COURT: Yeah, he wants to take a short
9 break.

12:09:28 10 I didn't know you were so shy about those type
11 of things.

12 Ladies and gentlemen, we'll take a short break
13 and we'll come back in just a few seconds, okay.
14 Please don't discuss the case.

12:09:42 15 (WHEREUPON, the jury left open court at
16 approximately 12:10 p.m.)

17 THE COURT: Mr. Brock, you can take a break,
18 too, yes, sir, absolutely. Just don't discuss your
19 testimony since you're under oath and on the stand.

12:10:02 20 (WHEREUPON, a short break was taken.)

21 MR. WILSON: Thank you, Your Honor. I
22 appreciate it.

23 THE COURT: No worries. No worries.

24 All right. Bring the jury in, please.
25

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:19:47

1

(WHEREUPON, the jury came into open court at

2

approximately 12:20 p.m.)

3

THE COURT: Mr. Norsworthy, your witness, sir.

4

MR. NORSWORTHY: Thank you, Your Honor. May it

12:22:01

5

please the Court.

6

Welcome back.

7

BY MR. NORSWORTHY:

8

Q We were looking at this exhibit, Mr.~Johnson.

9

Can you refresh the jury's memory what this exhibit is?

12:22:08

10

A Well, Mr.~Brock sent this to me. I guess it's

11

dated February 7th. It starts out with a marketing plan.

12

And I'm not sure really what I was supposed to do with

13

that information. I was pleased that he had said that I

14

had been -- on the second line there, he said I had been

12:22:31

15

tremendously helpful to him during the last tax season.

16

So I was glad to see that. But I really didn't know about

17

his marketing plan. I really didn't have anything to do

18

with his marketing plan. Then he starts talking about

19

purchasing clients and what he had done in the past, which

12:22:52

20

really didn't have anything to do with me. Because I

21

wasn't there and we weren't talking about clients that he

22

dealt with in the past.

23

The bottom paragraph, I guess, was

24

troublesome for me because not only -- so now, what he's

12:23:11

25

saying is that he's going to pay me the \$9,000 now when

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

2:23:15 1 the clients come back for the next year in 2016. And that
2 just made no sense to me. Because, I mean, they were
3 invoiced in 2015, that's when his payment was due to me.
4 And then it was certainly due to me at the end of 2015.

12:23:36 5 Then he told me on 2018, he was going to pay me. Then he
6 told me he was going to pay me April 30th. And now, he's
7 moving the payment back to May 31. So, I mean, I could
8 just see things -- this wasn't good. And, I guess, I have
9 to say I don't think he was planning on paying me.

12:24:01 10 Q So we're still talking about the 2015 clients
11 you brought on; is that correct?

12 A Yes.

13 Q So what you got from this was that he was going
14 to pay you for those clients when they returned for the
12:24:11 15 2016 tax year?

16 A For 2016, maybe. I mean, it was -- the date
17 just kept moving back.

18 Q So he was going to pay you for the previous
19 years?

12:24:23 20 A Yes.

21 Q So he was going to have -- so he was going to
22 have the taxes done for these people twice and then pay
23 you for the first time?

24 A That's what I got out of the bottom paragraph
12:24:35 25 here.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:24:36 1 Q Do you remember his justification for it? Do
2 you know if it's in here?

3 A Well, I don't think there was any justification.
4 He just sent this to me and said I hope you agree, I
12:24:49 5 guess, I don't know.

6 Q And again, this was on 2/7, correct?

7 A February 7, '16, yes.

8 Q Okay. Take a look at this. This is an
9 email --

12:25:08 10 MR. NORSWORTHY: Your Honor, I'd like to
11 introduce Exhibit 17....

12 MR. WILSON: No objection. We've seen it, Your
13 Honor.

14 THE COURT: All right. So admitted.

12:25:26 15 MR. NORSWORTHY: Thank you, Your Honor.

16 (WHEREUPON, Plaintiff's Exhibit No. 17 was
17 admitted into evidence.)

18 BY MR. NORSWORTHY:

19 Q Can you tell the jury what this email is?

12:25:46 20 A This is an email of February 26th that Mr. Brock
21 sent to me. And I had previously told him that I had
22 stayed and tried to work with part of the clients -- the
23 clients that were kind of hanging out or whether there was
24 still work to be done. So I was trying to bring him up to
12:26:03 25 date on what I had done and kind of where they were.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:26:06 1 Because I tried to finish everything up.

2 And then -- and then -- I guess when I got
3 down to this paragraph -- and you can't read it, I guess,
4 but it says you have a fiduciary duty to me with the
12:26:24 5 former Martin clients. It is a two-way street. I will be
6 checking in on that not only this year, but next year and
7 the next. Any negative influence by you on any of them
8 will affect your payments. I want to do what is right,
9 but I expect the same.

12:26:42 10 And I mean, I guess I didn't understand why
11 he felt like I had a responsibility to him when he -- when
12 I had actually brought the clients in, done work for him,
13 invoiced them and then he didn't pay me. And why he would
14 feel like that I had a fiduciary responsibility. And then
12:27:03 15 he said it's a two-way street. And I kind of agree with
16 that part, it is a two-way street. I felt like on my side
17 of the street, I did everything I was supposed to do. And
18 his side of the street, he didn't do anything because he
19 didn't make any payments.

12:27:21 20 Q Okay. And so your reaction to this was
21 confusion?

22 A Well, it -- then when he says, you know, any
23 negative influence by me is going to affect my payments.
24 It's just looking for a reason to say I'm not going to pay
12:27:37 25 you at all. But to me, quite frankly, it was already

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:27:42 1 obvious to me that he wasn't going to pay me.

2 Q So this email is dated the end of February 2016.
3 When was the last date you worked for George?

4 A I don't know.

12:27:57 5 Q Can you give us a rough guess?

6 A It was -- I guess it was probably somewhere -- I
7 guess maybe the second week in February, somewhere. Well,
8 I guess I just don't know. I don't know what my last day
9 there was.

12:28:14 10 Q Okay.

11 MR. NORSWORTHY: Your Honor, I'd like to
12 introduce Exhibit 14.

13 Q Can you take a look at this? Is this an email
14 between you and the Defendant?

12:28:26 15 A Yes.

16 MR. NORSWORTHY: Your Honor, this was Exhibit 14
17 in the original compliant.

18 MR. WILSON: We've seen it, we have no
19 objection, Your Honor.

12:28:38 20 THE COURT: All right. Without objection, so
21 admitted.

22 MR. NORSWORTHY: Thank you.

23 (WHEREUPON, Plaintiff's Exhibit No. 14 was
24 admitted into evidence.)

12:28:43 25 BY MR. NORSWORTHY:

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:28:44 1 Q And you submitted this -- you have Exhibit 14 up
2 here. You put that on there and submitted this with the
3 original complaint?

4 A Yes, I did.

12:28:52 5 Q Why did you include this in the complaint?

6 A Well, the last sentence here, it's -- Mr. Brock
7 is saying you can have them all back and even invoice the
8 client that he -- that he did work for in 2016. It made
9 no sense to me that now, after -- you know, after

12:29:20 10 everything that was done in 2015 and after all the
11 invoices and after him putting the money in his bank
12 account and then not paying me, now he wants to say oh,
13 you can have all the clients back. I didn't quite
14 understand why he would say that. And I guess by him
12:29:41 15 doing that, I guess, he figured that that erased the
16 agreement that he had committed to earlier.

17 Q Can you read the date on that?

18 A March 16th, 2016.

19 Q So this March 16th, 2016 email, what was your
12:29:57 20 impression of it? What was your reaction to it?

21 A It was -- can you scroll on down? This is --

22 Q Is that your response?

23 A Well, I had written this to him and I said, Now,
24 that the tax season is in full swing -- I'm still trying
12:30:23 25 to heal things up if I could. I said, I'm sure your cash

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:30:26 1 position is much improved because of this. I'm hoping
2 that you would like to go ahead and get your payment to me
3 settled and behind us. I'm sure you've got more important
4 things to do than worry about this. If you don't want to
12:30:40 5 finish it now, I'll have to assume that you don't intend
6 to pay me. So it was kind of like my last chance to say
7 look, if you're not going to pay me, then you're not going
8 to pay me.

9 Q Okay. You mentioned -- up here where this is a
12:30:56 10 redacted name, this was a client that came back the second
11 year Mr. Brock's office; is that correct?

12 A Yeah, one of the clients, his name was Brian, we
13 did work for him. He did an offer of compromise for him.
14 Mr. Brock complained because I think he was the one and
12:31:16 15 only client who hadn't paid right away. And so, he
16 complained that, you know, that I had done work when the
17 guy had not paid his bill. Which I didn't know he wasn't
18 going to pay the bill until we did the work for him. But
19 then after I left, Mr. Brock turned around and did more
12:31:37 20 work for him after I was gone. So that's I think what
21 he's referring to there.

22 Q Was he the only client that returned?

23 A No. No. I think - no, I think he had some
24 other clients return.

12:31:52 25 Q Okay. Did you ever try to get any of those

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:31:55 1 clients back after he didn't pay you?

2 A I sent a letter.

3 Q Is that this letter?

4 MR. NORSWORTHY: Your Honor, we move to

12:32:06 5 introduce Exhibit 16.

6 THE WITNESS: Yes. Uh-huh.

7 MR. WILSON: Your Honor, subject to the
8 correction that Mr. Norsworthy is making right now,
9 we've seen it and we have no objection.

12:32:27 10 MR. NORSWORTHY: Your Honor, we'll stipulate
11 that this was a letter sent on January 14th, 2016.

12 MR. WILSON: Thank you, sir.

13 THE COURT: Okay. With that stipulation.

14 Ladies and gentlemen, for your purposes, a
12:32:36 15 stipulation is an agreement between parties that you
16 can accept as fact.

17 All right. With said stipulation, I'll except
18 it as said exhibit.

19 (WHEREUPON, Plaintiff's Exhibit No. 16 was
12:32:47 20 admitted into evidence.)

21 BY MR. NORSWORTHY:

22 Q This is Exhibit 16 and this is on your
23 letterhead; is that correct, Mr.-Johnson?

24 A Yes.

12:32:54 25 Q And you sent this in January 2016; is that

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

2:32:57

1 correct?

2 A Yes.

3 Q See if I can make it legible here. What was
4 this letter?

12:33:05

5 A This was a letter that I sent to -- I think I
6 sent six or seven of them. And, basically, what I was
7 doing was informing the people that had come to Brock
8 because of me, I was informing them about what was
9 happening. I was informing them that the company was now
10 being marketed.

12:33:25

11 And -- well, I mean, if I could read it
12 real quick. It says, Since tax time is upon us, I thought
13 I would let you know that things are changing at Brock &
14 Company. The company is being sold to another CPA and the
15 new owner will take ownership in July of 2016. This means
16 that the current owner will be handling clients over the
17 next few months and may or may not be very concerned about
18 the pricing structure in the future. Because I feel
19 responsible for your business, I am recommending that you

12:33:58

20 allow me to do your taxes this year. That would have been
21 for 2016. Through my personal business. I will complete
22 your taxes as in the past and charge you the same or less
23 than what you paid last year. This will protect you from
24 any large price increases for doing your 2015 taxes. '15
25 get done in 2016, okay. Next year, I fully expect to

12:34:16

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

2:34:22 1 recommend a new CPA as your tax company as I believe that
2 he will have your best interest in mind for the future.

3 I will continue to work at Brock & Company,
4 because I thought I was, over the next six months and plan

12:34:35 5 to work for the new CPA going forward. As a result, I
6 will be doing all the tax returns regardless of which

7 company that you decide to use. If you want to stay with
8 Brock & Company, you can bring your tax information to the
9 office as in the past. If you want to work with me on my

12:34:54 10 personal basis, you can email me -- you can mail or email
11 me the tax information. And I gave them my address. If
12 you want to handle directly, I'll work with you.

13 And I said, I'm sorry for any
14 inconvenience, but I wanted you to know about the change.

12:35:11 15 Your taxes are important and I will always make sure that
16 your returns are handled very privately with the lowest
17 possibly tax result and at a fair price.

18 So, basically, it was my fault, if it's a
19 fault, that they came to Brock. And I wanted them to know

12:35:31 20 that it's being sold. And, basically, it was an
21 informational letter and I sent it to the close friends
22 that I had.

23 Q How did you know the business was being sold?

24 A That information was kind of free throughout the
12:35:52 25 office. There were only four or five employees. And we

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:36:00 1 knew -- we knew because of emails that were unprotected
2 from Mr. Brock that we knew that the company was being
3 sold. And, of course, as soon we heard that, then
4 everybody started getting very concerned because all of us
12:36:18 5 needed our jobs or we wouldn't have been there.

6 Q So you mentioned that there were -- you
7 mentioned that the sale was known to the office employees;
8 is that correct?

9 A Pardon me?

12:36:38 10 Q You mentioned that the sale was open information
11 to the office employees?

12 A Yes.

13 Q Can you take a look at this?

14 MR. NORSWORTHY: Your Honor, we'd like to
12:36:47 15 introduce Exhibit 6. These were Exhibits 6A and 6B.

16 MR. WILSON: Seen it, no objection, Your Honor.

17 THE COURT: All right, so admitted.

18 (WHEREUPON, Plaintiff's Exhibit No. 6 was
19 admitted into evidence.)

12:36:58 20 BY MR. NORSWORTHY:

21 Q Now, you submitted this with your complaint when
22 you originally filed this, correct?

23 A Yes, I did.

24 Q Can you tell the jury what this -- what this
12:37:08 25 exhibit is?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:37:08 1 A 6A is the first information where the employees
2 found out that the company was -- the company was being
3 marketed. And I think 6A said that the selling price of
4 the company was going to be based on what 2015 billings
12:37:36 5 were. 6B is right behind it and it's very comparable --

6 MR. WILSON: We've seen -- excuse me, we've seen
7 6B and we have no objection to it.

8 MR. NORSWORTHY: Thank you, Your Honor. We've
9 submitted these both as just 6.

12:37:52 10 THE COURT: Okay. All right. Collectively 6 is
11 submitted.

12 THE WITNESS: And 6B is kind of the same thing,
13 but it shows that the selling price is going to be
14 based on not 2015 sales, but on sales from August 1,
12:38:07 15 2015, until July 31, 2016. And so it, basically,
16 moved it back one tax year. That's why it was
17 included.

18 BY MR. NORSWORTHY:

19 Q Can you explain why you included this with your
12:38:26 20 complaint?

21 A Well, when Mr. Brock had his negotiations
22 changed from billings from 2015 to the middle of '15 to
23 '16, what it did was that disrupted some of those clients
24 that I brought in in 2015. So all of a sudden, he said
12:38:48 25 well, you know, now, I don't want to pay for those -- now,

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:38:52 1 I don't want to pay for those clients that, you know, that
2 aren't going to fall under my sales contract for the
3 company. Because he was going to get paid a multiplier
4 times what his billings were. So the billings that those
12:39:11 5 clients came in would have been extra money to him.

6 Q So you brought in clients, correct?

7 A (The witness nods.)

8 Q And y'all billed against those clients?

9 A Yes.

12:39:21 10 Q And did you say that those clients -- those
11 billings were going to be included in the price of the
12 sale?

13 A Yes, what he was doing was selling his practice
14 and the number was --

12:39:37 15 MR. WILSON: Objection. Excuse me, sir. This
16 is an opinion and interpretation, which is a matter
17 of law and province for the jury. With all due
18 respect to Mr. Johnson, I object to his
19 characterization and issuing an opinion on the
12:39:51 20 alleged contract.

21 THE COURT: Okay.

22 Restate the question if you will, sir.

23 MR. NORSWORTHY: Your Honor, this agreement was
24 included as an exhibit and that was the basis of the
12:39:57 25 Defendant's counterclaims. And we're just trying to

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:40:04 1 explain to the jury why it was included as an exhibit
2 and why it was a reasonable conclusion thereof.

3 THE COURT: Okay. Just restate the question if
4 you will, please.

12:40:13 5 BY MR. NORSWORTHY:

6 Q Why did you include these as exhibits to your
7 complaint?

8 A Because Mr.-Brock changed -- he changed his --
9 he wanted to change his agreement with me based on the
12:40:30 10 changes in the agreement where he was trying to sell his
11 company. Our agreement was that he was going to pay me
12 80 percent of 2015 invoices. 6A would have allowed him to
13 recoup 1.08 times those invoices in the sale of his
14 business. 6B moved it -- moved back to the point where
12:40:57 15 billings started with August 1 and went into 2016.

16 Therefore, half of the clients I brought, he wouldn't have
17 been able to get compensated for it in the sale of his
18 business. So it was all about him wanting to get
19 compensated for the invoices from the people that I
12:41:19 20 brought in, even though that had nothing to do with his
21 agreement with me.

22 Q Did you -- did you also file a lawsuit against
23 your previous employer?

24 A Yes, I did.

12:41:51 25 Q What was his name?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:41:54

1 A Martin.

2 Q Why did you file the lawsuit against him?

3 A Upon leaving Martin, he agreed that he was going
4 to pay me for my last two weeks of work. He told me, I'll

12:42:19

5 send you check for first week this day and I'll send you a
6 check for second week this day. Then he didn't pay me.

7 Q Okay.

8 MR. NORSWORTHY: Your Honor, the Plaintiff would
9 like to introduce Exhibit 47.

12:42:32

10 Q Would you take a look at that?

11 A Yes.

12 Q You recognize this?

13 A Yes.

14 MR. WILSON: We have no objection, Your Honor.

12:42:46

15 THE COURT: All right. Without objection, the
16 same is admitted.

17 MR. NORSWORTHY: Thank you, Your Honor.

18 (WHEREUPON, Plaintiff's Exhibit No. 47 was
19 admitted into evidence.)

12:42:50

20 BY MR. NORSWORTHY:

21 Q Can you tell the jury what that document is?

22 A It's a judgment for \$2,215. And, basically,

23 it's -- I ask him several times to pay me the last two

24 weeks and he just wouldn't do it. So I filed in small

12:43:10

25 claims court and the judge ordered him to pay it. He paid

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:43:15 1 me and the case was closed.

2 Q Did you have a jury trial?

3 A No.

4 Q Bench trial?

12:43:21 5 A No.

6 Q So when you got this judgment, did you have a
7 hearing?

8 A Yes, we tried to have a hearing, but he didn't
9 show up to defend his case.

12:43:33 10 Q So you got this judgment against him; is that
11 correct?

12 A Yes.

13 Q What did you do with this judgment?

14 A What did I do with it?

12:43:41 15 Q Right.

16 A I sent an email to Mr. Martin. I said, you
17 know, I got this judgment and if you would prefer for me
18 to not file it at the clerk's office and if you want to go
19 ahead pay me, then I will do that. And so he sent me a
12:43:58 20 check and that was it. The judge instructed me, said that
21 would be a good thing for me to do.

22 Q Of the 12 clients in 2015 that you did taxes for
23 that you brought to Defendant's firm, how many of those
24 people did you do tax for in 2016?

12:44:24 25 A I think -- I think seven.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:44:31 1 Q Okay. And as for your previous employer, you
2 might have already said this, but you said you left there
3 because he had health problems; is that correct?

12:44:53 4 A He had health problems and he was trying to sell
5 his company.

6 Q Okay. Now, in your suit -- you filed a suit
7 individually against Defendant, but you also included in
8 that suit multiple Defendants which are LLCs; is that
9 correct?

12:45:09 10 A That's true.

11 Q Why did you include all these different LLCs if
12 your main issue is with Defendant?

13 A Mr. Brock operated everything through LLCs. In
14 other words, he kept everything away from himself
15 personally and he operated through LLCs and a partnership.

16 MR. WILSON: Objection, Your Honor. He's
17 expressing opinions that I don't think is worthy of
18 this jury. I object on those.

19 THE COURT: All right. I respectfully overrule
12:45:41 20 it.

21 MR. WILSON: Thank you.

22 THE COURT: He can discuss his opinion. The
23 jury will decide whether it's credible or not
24 credible.

12:45:47 25 MR. WILSON: Thank you, Your Honor.

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:45:48

1 MR. NORSWORTHY: Thank you, Your Honor.

2 BY MR. NORSWORTHY:

3 Q Why did you think that?

12:45:55

4 A Well, during my -- during my time, Mr.-Brock --
5 Mr.-Brock told me that in the past that the way -- and he
6 is a CPA. He said the way you get away from judgments or
7 loan liabilities is put them into LLCs and then walk away
8 from the LLCs and close them and the liabilities go away.
9 And he was telling me, okay, don't accept mail and all the
10 procedures you kind of go through informally so that you
11 don't -- so that you don't have to pay judgments or
12 liabilities. And he told me he had done that in the past.

12:46:23

13 MR. WILSON: Thank you, Your Honor. I ask you
14 instruct the jury to disregard his testimony. It
15 assumes facts not evidence, which there's not a
16 judgment in favor of Mr.-Johnson against Mr.-Brock.
17 Thank you.

12:46:36

18 THE COURT: All right. I'll take judicial
19 notice that there's not a judgment.

12:46:48

20 MR. WILSON: Thank you.

21 THE COURT: With regards to the remainder of it,
22 I'll respectfully overrule the objection. Again, the
23 jury's in a position to determine whether that's
24 credible and valuable evidence or not.
25

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:46:58

1 BY MR. NORSWORTHY:

2 Q You don't have a judgment against the Defendant
3 already, do you?

4 A No.

12:47:03

5 Q Okay.

6 MR. NORSWORTHY: Your Honor, I'd like to
7 introduce Exhibit 11.

8 Q Take a look at that. Do you recognize this?

9 A Uh-huh.

12:47:15

10 MR. NORSWORTHY: This is Exhibit 11 from the
11 original.

12 MR. WILSON: Your Honor, I'm going to object to
13 Exhibit 11. I think it's redundant. I think it's
14 not relevant. And on that basis, I object to the
15 introduction of this document.

12:47:38

16 MR. NORSWORTHY: Your Honor, I believe the
17 Defendant listed Exhibit 11 on his exhibit list.

18 THE COURT: I guess the question is what is it?

19 MR. WILSON: It's yet another repetition of the
20 information that's already been introduced.

12:47:52

21 THE COURT: Is it new information or is it
22 duplicative?

23 MR. NORSWORTHY: Your Honor, it shows payments
24 of customers who brought --

12:48:05

25 THE COURT: Okay. So the purpose of that is to

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:48:06

1 show that the payments were actually made?

2 MR. NORSWORTHY: Correct. To Defendant.

3 THE COURT: So that's distinguishable from the
4 previous exhibits that you've entered?

12:48:14

5 MR. NORSWORTHY: Yes, Your Honor. It's somewhat
6 cumulative, but it does show additional information.
7 We'll keep it short.

8 THE COURT: Okay. Based on that, I'll allow it.

9 MR. NORSWORTHY: Thank you, Your Honor.

12:48:23

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

12 BY MR. NORSWORTHY:

13 Q Have you seen this before, Mr. Johnson?

12:48:33

14 A Yes. Those are the -- those are the invoices
15 for the people that came as a result of me working there.

16 Q These are the invoices for the customers that
17 you brought to the Defendant's office per your agreement?

18 A Yes.

19 Q Can you read the date here?

12:48:48

20 A March 31, '15.

21 Q Okay. We have the names redacted, but can you
22 tell me what PMT means?

23 A Payment.

24 Q So this says 3/18 PMT. Then, can you tell me
12:49:01 25 what this number reflects?

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:49:03

1 A Well, it's payment for the invoice.

2 Q Down here, can you tell me what amount due
3 reflects?

4 A It means that they paid everything in full.

12:49:11

5 Q Okay. Same with this one?

6 A And for all of them, yeah.

7 Q Same for all of them?

8 A Yes.

12:49:46

9 Q Okay. You mentioned that Mr.-Brock, that he had
10 been able to use multiple LLCs to avoid judgments; is that
11 correct?

12 A Yes.

13 Q But you weren't witness to him ever avoiding a
14 judgment using an LLC; is that correct?

12:49:59

15 A No.

16 Q Did you -- were you aware if he ever created or
17 dissolved an LLC?

12:50:14

18 A Yes. Yes. I was there and I saw that he
19 dissolved, I think it's called George H. Brock, LLC. He
20 had forgotten to file a tax return, therefore, when you
21 don't file a tax return for an LLC, then you get
22 penalties, okay. So that LLC had gotten penalties.
23 Whether or not he paid the penalty or not, I don't know,
24 but I do know that he dissolved the LLC.

12:50:33

25 MR. NORSWORTHY: Thank you, Your Honor. No

RONALD JOHNSON-DIRECT BY MR. NORSWORTHY

12:50:34

1

further questions.

2

3

THE COURT: Okay. All right. Before we get started. I know we ordered what I call chow.

4

Is chow here?

12:50:44

5

THE BAILIFF: It's here.

6

7

THE COURT: So, let's go ahead and take a break.

8

How long do you anticipate your cross-examination will be, sir?

9

12:50:57

10

MR. WILSON: Depends on how Mr.~Johnson responds to my examination.

11

THE COURT: Okay, fair enough.

12

13

Okay, we're going to take a break, ladies and gentlemen. I'm not web to any particular time frame.

14

12:51:10

15

We'll start back once you've had the opportunity to finish your lunch. I do have a short hearing that

16

I'm going to have to take up during that period of

17

time as well. And we'll start back as soon as we

18

can.

19

12:51:21

20

During that period, if you need to take a break, that is if you need to go outside, if you need to use

21

your phone, if you need to just take a walk, then

22

you're welcome to do that. We're going -- we're

23

trying to go quick in this case, but I don't want to

24

hold y'all prisoners in the courthouse, okay.

12:51:34

25

So y'all take a break. Enjoy your lunch.

RONALD JOHNSON-CROSS BY MR. WILSON

12:51:39 1 Please don't discuss the case. Thank you very much.

2 (WHEREUPON, the jury left open court at
3 approximately 12:50 p.m.)

4 THE COURT: Mr.-Johnson, you may take a break,
12:52:27 5 too. Just don't discuss your testimony.

6 (WHEREUPON, a lunch break was taken.)

7 THE COURT: Ready?

8 MR. NORSWORTHY: Yes, sir.

9 THE COURT: Defense?

13:44:53 10 MR. WILSON: Yes, sir.

11 THE COURT: Okay, bring them in, please sir.

12 (WHEREUPON, the jury came into open court at
13 approximately 1:45 p.m.)

14 THE COURT: All right, Mr. Wilson, your witness,
13:46:25 15 sir.

16 MR. WILSON: Yes, sir.

17 CROSS-EXAMINATION

18 BY MR. WILSON:

19 Q Mr.-Johnson, you're in the business of helping
13:46:30 20 folks render unto Caesar that which is Caesar's, wouldn't
21 you say so?

22 A I'm not sure I know how to answer that.

23 Q It's out of the Bible. Have you heard that part
24 before?

13:46:44 25 A Yes, I have.

RONALD JOHNSON-CROSS BY MR. WILSON

13:46:45 1 Q Thank you, sir. Could I ask you about this
2 first document in front of you? What's that?

3 A Well, it's a document.

4 Q What is that document, sir?

13:46:59 5 A This is a document that I -- these are notes
6 that I have.

7 Q Those are the script you've given your testimony
8 by today?

9 A They're notes that I've taken.

13:47:08 10 Q Yes, sir, to help you through your testimony on
11 direct examination; isn't that correct?

12 A Yeah, I guess so.

13 Q Yes, sir.

14 MR. WILSON: Your Honor, we'd like to admit this
13:47:18 15 into the record.

16 THE COURT: I will allow you to ask questions
17 related to it. I don't know at this point whether
18 there's anything in there that's inappropriate or
19 inadmissible, but you can use it in your examination.

13:47:30 20 MR. NORSWORTHY: It's not work product?

21 THE COURT: No, sir... If he brings notes to
22 trial and he's relying upon it in his testimony, then
23 he can be examined on it.

24 MR. NORSWORTHY: Okay.

13:47:41 25 MR. WILSON: Thank you, sir.

RONALD JOHNSON-CROSS BY MR. WILSON

13:47:42

1 BY MR. WILSON:

13:47:54

2 Q It's a comprehensive list of questions, isn't
3 it, this document, a comprehensive list of questions that
4 Mr. Norsworthy is going to ask you during the course of
5 your direct testimony, isn't it?

6 A Well, it notes relating to the exhibits.

7 Q Yes, sir. And you have other documents up here
8 with you as well, don't you?

9 A Yes, I have the exhibits.

13:48:10

10 Q Yes, sir. Are these the exhibits that were
11 entered into evidence?

12 A (The witness nods.)

13 Q What's all this over here?

13:48:21

14 A This is the complaint, this is the deposition,
15 this is exhibits. It's all -- everything that you
16 already --

17 Q And you've had those all arrayed before you
18 during the course of your direct examination, haven't you?

19 A They've been available.

13:48:29

20 Q Yes, sir. In your deposition, did you have
21 reference to that while you were making your responses to
22 Mr. Norsworthy's questions?

23 A In my deposition?

24 Q That's your deposition, isn't it, sir?

13:48:42

25 A Yeah.

RONALD JOHNSON-CROSS BY MR. WILSON

13:48:42 1 Q Okay. Did you refer to that during your
2 testimony?

3 A No.

4 Q Well, if you had, I guess you would agree with
13:48:50 5 me on the following several facts. You have a MBA, sir?

6 A Yes.

7 Q And you are a seasoned businessman?

8 A I'm older and I've been in business, yeah.

9 Q And you are a seasoned businessman?

13:49:05 10 A That would be your definition.

11 Q Answer to that question is yes?

12 A I would say that would be your definition, not
13 mine.

14 Q Yes, sir. And I guess when you referred to that
13:49:17 15 deposition during your response to Mr. Norsworthy's
16 examination, I guess you remember about the letter that
17 you sent out early in your tenure at Mr. Brock's office?

18 A You'd have to tell me which --

19 Q The letter to your former -- to your clients?

13:49:28 20 A You'll have to tell me --

21 Q That you told me you had not signed?

22 A You have to tell me what exhibit that is,
23 please.

24 Q The letter directed to your former clients which
13:49:43 25 you described for me as not bearing your signature?

RONALD JOHNSON-CROSS BY MR. WILSON

3:49:46

1 A You have to tell me what exhibit you're
2 referring to.

13:49:55

3 Q I'm referring to the letter which you sent out,
4 sir, on Mr.-Brock's letterhead with your signature. You
5 claimed that that wasn't your letter, didn't you?

6 A You'll have to tell me what exhibit you're
7 referring to.

13:50:54

8 Q Yes, sir. And what else did you refer to in
9 your deposition when you were making your responses for
10 Mr. Norsworthy? I'm going to call him Ken, do you mind
11 that?

12 A I don't mind.

13 Q Norsworthy is too many syllables for me to put
14 out.

13:51:04

15 A I don't mind.

16 Q Did you refer otherwise to your deposition?

17 A No.

18 Q So it's just there for convenience sake?

13:51:16

19 A Yes. I mean, it's information that helps me
20 answer questions if I get questions.

21 Q Answer questions as you have answered them
22 before under oath. Do you remember your deposition?

23 A My deposition?

24 Q Yes, sir.

13:51:29

25 A Yes, from June.

RONALD JOHNSON-CROSS BY MR. WILSON

13:51:30 1 Q And you raised your hand and promised to tell
2 the truth, didn't you?

3 A (The witness nods.)

4 Q Okay. You went to work for Mr. Martin?

13:51:40 5 A Yes.

6 Q Yes, sir. And at that point, you had an IRS
7 enrollment agent number?

8 A Yes, I believe I did.

13:51:52 9 Q Yes, sir, I think you did. At that point, you
10 had customers of your own, didn't you?

11 A I had friends and family that I had done along
12 the way.

13 Q Customers that you had built a relationship
14 during the period of your employment at the hospital
15 system as a security guard?

16 A Yes.

17 Q And during your employment elsewhere, at Jackson
18 Hewitt?

19 A No, I don't think I had any from there.

13:52:10 20 Q But along the way, you were gathering clients
21 that were loyal to you, sir, isn't that true?

22 A I ran into friends who knew I did tax work. And
23 so they automatically either were interested in me helping
24 them or not.

13:52:30 25 Q I appreciate your full answer to the question,

RONALD JOHNSON-CROSS BY MR. WILSON

13:52:31 1 but it was a yes or no question. You developed clients
2 along the way before you got to Mr.-Brock, didn't you?

3 A I don't know. I guess I would say no. I mean,
4 it was a relationship then.

13:52:43 5 Q And when you got to Mr.-Brock, you presented him
6 with -- well, let's stop, let's stop a second then. When
7 you got to Mr.-Brock, the first thing you did was get a
8 job at \$30 an hour.

9 A I interviewed for a job, yes.

13:52:59 10 Q And there was no employment agreement, no
11 contract for that job?

12 A That's true.

13 Q So you were what we call an employee at will,
14 weren't you?

13:53:09 15 A I don't know.

16 Q I mean, if you decided to leave, you could
17 leave, couldn't you?

18 A Yes.

19 Q And if George decided not to have anything to do
13:53:16 20 with you, he could decide that, couldn't he?

21 A Yes.

22 Q Thank you, sir. Now, that was the first
23 agreement that you had with Mr.-Brock, wasn't it?

24 A Yes.

13:53:27 25 Q Employment agreement, number one? Yes, sir?

RONALD JOHNSON-CROSS BY MR. WILSON

13:53:32 1 A We had no employment contract.

2 Q But there was an agreement that he would pay you

3 \$30 an hour?

4 A Yes.

13:53:38 5 Q For so as long as you worked for him?

6 A Yes.

7 Q Yes, sir. Then after you got aboard, you came

8 and offered him some business opportunities; isn't that

9 correct?

13:53:52 10 A No. I told him that there might be people that

11 would want to have me do their tax work....

12 Q That would be a business opportunity for George

13 because you were working as an employee for George; isn't

14 that correct, sir?

13:54:09 15 A It might be considered -- yeah, it might be

16 considered that. I think he certainly saw it that way.

17 Q So you weren't engaging in buying and selling

18 people, you were engaging in proposing business

19 opportunities for transfer to George Brock?

13:54:25 20 A No. No.

21 Q What were you doing then, sir?.....

22 A I told him that if people wanted to come and use

23 me as their taxes, then I was in a situation where I had

24 to be able to deal with them.

13:54:38 25 Q Yes, sir. And you sent out a letter to

RONALD JOHNSON-CROSS BY MR. WILSON

13:54:40 1 Mr. Martin's former clients inviting them to come aboard
2 with George Brock, didn't you?

3 A No.

4 Q That's the letter that you denied your signature
13:54:58 5 was on?

6 MR. WILSON: Excuse me a second, Your Honor.

7 THE COURT: Yes, sir.

8 BY MR. WILSON:

9 Q Now, Mr.~Johnson, once you got aboard at
13:55:50 10 Mr.~Brock's, that was in 2015, wasn't it?

11 A Yes.

12 Q And it was in November or December of 2015?

13 A No.

14 Q When was it, sir?

13:56:04 15 A It was early in 2015.

16 Q Yes, sir. And during that period, you were
17 aware that Mr.~Brock's mother was in declining health,
18 weren't you?

19 A Somewhere along the line -- somewhere along the
13:56:14 20 line, he told me that that was the situation. And I
21 helped him with getting his mother in Hospice.

22 Q Yes, sir. But you were aware during the latter
23 part of 2015, going into 2016 that Mr.~Brock's mother was
24 in declining health and it was a distraction from his
13:56:37 25 practice, weren't you?

RONALD JOHNSON-CROSS BY MR. WILSON

13:56:39 1 A I knew that she was in declining health and my
2 wife -- my wife helped her -- helped him get her into her
3 Hospice organization. So my wife, being a Hospice nurse,
4 helped them do that.

13:56:55 5 Q Yes, sir. And you were aware, also, that
6 Mr.-Brock in late 2015 -- Mr.-Brock was interested in
7 retired from being a CPA, weren't you?

8 A No, not at all.

13:57:10 9 Q But you were aware during late 2015 that
10 Mr.-Brock was considering marketing his practice?

11 A At some point in time, yes, I did find out that
12 he was -- that he had gotten a broker to market his
13 company.

14 Q And as a reasonable man, you did not infer from
13:57:24 15 that, did you, that Mr.-Brock was considering retiring
16 from the practice?

17 A No, not at all. He was very interested in
18 working on tax problem resolution and he was trying to
19 learn about it. I think that's one of the reasons why he
13:57:40 20 was interested in me. So I knew that he continued -- that
21 he planned to go ahead and continue to do that work in the
22 future. So no, I don't think he was going to retire at
23 all.

24 Q But he was certainly going to sell his practice?

13:57:58 25 A I didn't know that at all.

RONALD JOHNSON-CROSS BY MR. WILSON

13:58:12

1 Q But you knew it in March of 2016 when you
2 started this lawsuit, didn't you?

13:58:25

3 A Yes, I knew that he had -- he had contracted a
4 broker in Atlanta. And I knew that he was trying to
5 market his business.

6 Q How did you know about the broker in Atlanta,
7 sir?

13:58:38

8 A I think that came from information of --
9 information that was floating around the office, everybody
10 knew it.

11 Q Floating around the office?

12 A Yes.

13 Q Can't tell me how you got ahold of it?

13:58:46

14 A I'm sure it was given to me by one of the other
15 employees.

16 Q Sure. You didn't get into Mr. Brock's personal
17 emails? I'm sure you wouldn't do that?

18 A No. No.

13:58:55

19 Q Likewise, I think you told me in your
20 deposition, if you want to refer to it, that Exhibit 6A
21 and 6B, those are the proposed contracts for sale, that
22 those were documents just floating around the office?

23 A That was information that pretty much all of us
24 knew about, yeah.

13:59:09

25 Q Knew about, but didn't have. How did you get

RONALD JOHNSON-CROSS BY MR. WILSON

13:59:12 1 ahold of that, sir?

2 A By knowing about it, I'm saying, yes, everybody
3 did have access to it because he didn't protect any of
4 his -- he didn't protect really anything. Everything was
13:59:26 5 just available.

6 Q And you took that document -- or 6A and 6B,
7 those documents, you took them to the courthouse and filed
8 them, didn't you?

9 A I included those as exhibits on my complaint,
13:59:37 10 yes.

11 Q You took those documents out of Mr. Brock's
12 office where it was just floating around and published it
13 in the courthouse; isn't that correct?

14 A I attached those as exhibits to my complaint.

13:59:50 15 Q Yes, sir. And you published them thereby,
16 didn't you?

17 A I attached those to my complaint and I filed
18 them at the courthouse.

19 Q Okay. We had a little chat about that during
14:00:00 20 your deposition. I think you told me that it was just a
21 filing and that you didn't realize that the whole world
22 could check in on it?

23 A I'm telling you that I attached them as exhibits
24 to my complaint and I filed them at the courthouse.

14:00:16 25 Q Yes, sir. Let's talk about why they were

RONALD JOHNSON-CROSS BY MR. WILSON

14:00:18 1 attached. Those things weren't signed, were they?

2 A No.

3 Q Neither one of them was signed?

4 A No.

14:00:27 5 Q There hadn't been a closing, had there?

6 A No.

7 Q There had been no consummation of those proposed

8 agreements at all, had there, Mr.~Johnson?

9 A No, they were negotiations.

14:00:36 10 Q So your assertion that it was a done deal is

11 absolutely unfounded, isn't it?

12 A I never asserted that, that it was a done deal.

13 I mean, you -- I didn't say that.

14 Q But I think you asserted that the reason you

14:00:49 15 attached it was to show that the deal was now -- that

16 Mr.~Brock was arrogating your clients for his benefit in

17 the new deal. Isn't that what you said earlier today?

18 A I don't know what arrogating means.

19 Q It means taking. It's like imminent domain.

14:01:05 20 A Okay.

21 Q That he was taking your clients and selling them

22 in turn to Mr. Stokes?

23 A That's not what I said. What I said earlier was

24 that their agreements when they changed, changed the

14:01:21 25 dates. And because of that, Mr.~Brock wanted to go back

RONALD JOHNSON-CROSS BY MR. WILSON

14:01:25 1 and change our agreement about him paying me for the
2 clients I --

3 Q But at the time of the change proposed by
4 Mr.-Brock, as you've testified, that was in June, wasn't
14:01:35 5 it?

6 A Oh, I don't know.

7 Q You know, you put that document in your case.

8 A Well --

9 Q The email from George that purports to change
14:01:43 10 the deal. What's the date of that, sir?

11 A You're going to have to tell me what exhibit you
12 want to look at.

13 Q I can tell you if you don't know the exhibit and
14 the chronology of your case, then maybe you're missing the
14:01:55 15 point, which is you brought your lawsuit in March, there
16 was no closing and you were asserting that there was a
17 change in the deal and that that's why you attached it to
18 your complaint. That's just hogwash, isn't it, sir?

19 A I don't believe so.

14:02:12 20 Q You're trying to tell me that something that
21 happened in June justified something that happened in
22 March? Come on now.

23 A I'm really having trouble following this June
24 thing.

14:02:23 25 Q I'm sorry that you are because you lived it, I

RONALD JOHNSON-CROSS BY MR. WILSON

4:02:24 1 didn't live it. I'm just looking at papers and trying to
2 make some sense out of it with you?

3 A I don't know -- if I could see the paper that
4 talks about June, I could help you.

14:02:36 5 Q All right, sir. Now, I want to ask you about
6 another exhibit of yours while we're talking about
7 exhibits.

8 A Is this the one from June?

9 Q This is the one -- No. 16.

14:04:51 10 A Okay.

11 Q Okay. It's dated January the 14th, 2016.
12 January the 14th, 2016. That's the one Mr. Ken and I
13 agreed to?

14 A Okay.

14:05:02 15 Q January the 14th, 2016?

16 A I read this a little while ago.

17 Q Yes, sir. I appreciate your reading it. And it
18 was during the period that you're talking to Mr. Brock
19 about paying you for these business opportunities that you
14:05:16 20 have supposedly sold to him, isn't it?

21 A Well, this is during the period when he had not
22 paid me for the invoices for the customers that I brought
23 in.

24 Q That was in March, later on, wasn't it?

14:05:36 25 A No.

RONALD JOHNSON-CROSS BY MR. WILSON

14:05:36 1 Q This is prior to your departure from Mr.-Brock,
2 isn't it?

3 A Yeah.

4 Q Yeah.

14:05:43 5 A The clients I brought in were in 2015.

6 Q It's prior to your departure from Mr.-Brock's
7 employment. You're still employed by Mr.-Brock at this
8 time, aren't you?

9 A Yes.

14:05:52 10 Q And you're writing the customers that you tried
11 to sell him, you're writing them and telling them you're
12 leaving Mr.-Brock and come on with me. Isn't that what
13 that letter says?

14 A No. I mean, what it says is that the Brock
14:06:08 15 corporation is being marketed for sale and that they had
16 opportunities. They had an opportunity of continuing to
17 come to Brock. They had an opportunity of using me. And
18 that depending on whatever they chose, the following year,
19 it would probably come back around and recommend that they
14:06:29 20 go to the new owner.

21 Q Yes, sir. As A seasoned businessman, sir, you
22 would recognize that that letter is an invitation to
23 follow you to your next place of business or, more
24 specifically, that letter says I want to represent you
14:06:42 25 personally, isn't that what that letter says?

RONALD JOHNSON-CROSS BY MR. WILSON

14:06:45 1 A No, I read it earlier. It's very obvious what
2 it says.

3 Q Thank you. Because I feel responsible for your
4 business, I am recommending that you allow me to do your
14:07:01 5 tax work this year through my personal business. You're
6 still employed by Mr.-Brock?

7 A And right after that, I say, And if you would
8 like, you can come back to Mr.-Brock and I will handle
9 your taxes there as well.

14:07:15 10 Q It's a thinly veiled attempt to pirate those
11 customers of Mr.-Brock, isn't it?

12 A That's a pretty dramatic response, isn't it?

13 Q Sir?

14 A I mean, this is very clear what it says.

14:07:30 15 Q It's very clear that you say I'd like to do your
16 tax work in my personal business while you're still
17 employed by Mr.-Brock?

18 A It says that I would like to protect them.

19 Q By doing your tax work in my personal business,
14:07:44 20 even though I'm right now employed by Mr.-Brock?

21 A Either that or come back to Mr.-Brock, one of
22 the two.

23 Q How many of those people wound up going with
24 you, sir?

14:07:56 25 A Well, I only sent out seven of these?

RONALD JOHNSON-CROSS BY MR. WILSON

4:08:00 1 Q How many of those people went with you, sir?

2 A Maybe four.

3 Q Four?

4 A I don't know.

14:08:06 5 Q Wouldn't you say that that might have been an

6 example of employee disloyalty?

7 A I would say no.

8 Q You're taking a paycheck from Mr. Brock. You're

9 taking his business and putting it in your pocket?

14:08:21 10 A Well, don't forget these are people that came

11 and he did not pay for?

12 Q Please answer my question, sir. I'm sorry if I

13 raised my voice.

14 A Well, I think the answer is no.

14:08:31 15 Q So you're not going to tell this jury that

16 you're inviting those people to come work with you

17 personally?

18 A I'm telling you that I'm informing them about

19 what the situation is and telling them they have an

14:08:43 20 option.

21 Q Thank you, sir.

22 A And I'm one option.

23 Q Thank you, sir. Let's look at Exhibit 27. Can

24 you identify that for me?

14:08:54 25 A I don't believe this has been introduced.

RONALD JOHNSON-CROSS BY MR. WILSON

14:08:57 1 Q What is that document?

2 A This hasn't been introduced.

3 Q I'm sorry, sir, what is that document?

4 A It's a list of employees that used to work for

14:09:11 5 Brock.

6 Q How did you come by that document, sir?

7 A I believe I created it myself.

8 Q Created it yourself?

9 A Uh-huh.

14:09:20 10 Q And if you created it yourself, what did you use

11 as an author for that document? ...

12 A Just myself.

13 Q Your own information?

14 A Yes.

14:09:29 15 Q If I represent to you, and I can fairly, that

16 two of those people on that list became employed after you

17 left Mr.~Brock, would that suggest that you had somehow

18 gotten information from Mr.~Brock's computer?

19 A It would suggest that I had some information.

14:09:49 20 Q Yes, sir, after you left Mr.~Brock?

21 A I don't know what the date is on this. I don't

22 know. I mean, it's a list of people that he terminated.

23 Q Is it just a list floating around in Mr.~Brock's

24 office?

14:10:08 25 A No.

RONALD JOHNSON-CROSS BY MR. WILSON

4:10:08 1 Q How did you come by it, sir?

2 A I created it.

3 Q All right, sir. Let's look at Exhibit 6A and 6B

4 again. You have all of your stuff there, don't you?

14:10:26 5 A Yes.

6 Q Yes, sir. Take a look at 6A and 6B.

7 A (The witness complies.)

8 Q You attached those -- as you've told me, you

9 attached those documents to your complaint?

14:10:48 10 A Yeah.

11 Q And you attached 14 other documents to your

12 complaint.

13 A I went through all the documents and yes, they

14 were attached to my complaint.

14:10:57 15 Q And one of the documents that you contain was a

16 history of Mr.-Brock's traffic tickets and so forth in the

17 public records?

18 A No.

19 Q You didn't attach that to your complaint?

14:11:10 20 A No.

21 Q Okay. One of the things that you did attach,

22 though, was -- and you tell me what document you have that

23 supports your assertion that Mr.-Brock was engaging in

24 corporate shell games?

14:11:29 25 A I've not said that he's engaging in corporate

RONALD JOHNSON-CROSS BY MR. WILSON

14:11:32

1 shell games.

2 Q Well, you told the jury -- I think I heard you
3 tell them that he had bragged about shutting LLCs down to
4 avoid judgments?

14:11:43

5 A Yes, that's --

6 Q Well, tell me what you have as a basis for
7 asserting that, sir?

8 A I was told that by one of the other employees
9 who has now been terminated.

14:11:53

10 Q Yes, sir. And the fact of the matter is you
11 don't have one stick of -- one piece of paper that
12 supports that assertion, do you?

13 A No, I don't.

14 Q I'll go through it again. You don't have one
15 single piece of paper --

14:12:08

16 A Nor am I required to.

17 Q Excuse me, sir. One single piece of paper that
18 supports your assertion that Mr. Brock was opening and
19 closing LLCs to avoid a judgment from anybody?

14:12:22

20 A Other than what I was told by the employee who
21 heard him bragging about it.

22 Q Please hear my question, sir. My question was
23 you don't have one piece of paper that supports that
24 assertion, do you?

14:12:35

25 A No.

RONALD JOHNSON-CROSS BY MR. WILSON

14:12:40 1 Q So it would be fair to say you have no
2 documents, no record of Mr.-Brock doing anything to
3 fraudulently avoid paying a judgment, do you?

4 A I have evidence that would lead me to believe
14:12:57 5 that he's doing that now as well.

6 Q Would you show me that evidence?

7 A He has created -- not only does he have the
8 three or four LLCs, plus a partnership that he uses to
9 move money around and co-mingle in his business. Since
14:13:14 10 this lawsuit has been filed, now he has created a brand
11 new LLC with a new name.

12 Q Did you bring that information to show the jury
13 today, sir?

14 A No.

14:13:25 15 Q So you still respond to my question that you
16 have nothing whatsoever in paper, documentary proof, other
17 than your word, documentary proof that Mr.-Brock is
18 engaging in the corporate shell game?

19 A No. I'm under oath and I'm telling you that
14:13:43 20 it's on his website this very minute.

21 Q Yes, sir, thank you. Where's the piece of
22 paper, sir?

23 A I don't have any paper.

24 Q No disrespect, sir, but I'd like to see a piece
14:13:54 25 of paper. Now, this contract between you and Mr.-Brock,

RONALD JOHNSON-CROSS BY MR. WILSON

4:14:01 1 the dirty dozen contract, the business opportunity
2 contract that you've brought this lawsuit to enforce,
3 exactly -- tell me exactly where the piece of paper is
4 that documents the agreement.

14:14:17 5 A It was an oral contract.

6 Q It was an oral contract. And would you look at
7 paragraph number nine in your complaint, first complaint,
8 please, sir?

9 A I don't have that complaint.

14:14:29 10 Q In all that array that you have there before
11 you?

12 A I don't have it.

13 MR. WILSON: Excuse me one second.

14 BY MR. WILSON:

14:15:32 15 Q I found it, Mr.-Johnson. I thought you had it.
16 Would you open -- that's a copy of your complaint and all
17 your exhibits, sir. Would you open it to paragraph nine
18 of your original complaint?

19 A (The witness complies.) Could you tell me again
14:15:51 20 where?

21 Q Paragraph nine of your original complaint, sir.

22 A (The witness complies.)

23 Q Would you read it to me and the jury, please?

24 A On February 14, 2015, during the second week of
14:16:12 25 employment, Mr.-Johnson advised Mr.-Brock that some

RONALD JOHNSON-CROSS BY MR. WILSON

4:16:16 1 clients of Johnson's while he was working at Martin's
2 office, previous contractor, as well as others, may want
3 to move to Brock in order to have Mr.~Johnson continue to
4 do their tax work. Mr.~Brock was enthusiastic with the
14:16:35 5 prospect of gaining new clients that would generate
6 revenue in future years as well as 2015.

7 Q Yes, sir. So the understanding going in was
8 that it was going to -- that agreement was going to take
9 place for more than just the first year, wasn't it? That
14:16:49 10 was what you told the court when you filed it?

11 A Yeah. The -- yeah, we agreed that the first
12 year, he would pay me 80 percent of the invoices for the
13 clients that I brought in during 2015. And then, in the
14 future years, we would do the same thing with any other
14:17:11 15 new clients that I might bring in.

16 Q Would you read number ten, please, sir, to me
17 and to the juror.

18 A Mr.~Brock and Mr.~Johnson agreed with an oral
19 contract that Mr.~Brock would pay Mr.~Johnson 80 percent
14:17:33 20 of all revenue generated from any new clients Mr.~Johnson
21 could attract in 2015. After the initial year,
22 Mr.~Johnson then would receive no additional payments from
23 Brock for those specific clients. Mr.~Johnson would then
24 work on additional new clients for future years with the
14:17:51 25 same 80 percent arrangement.

RONALD JOHNSON-CROSS BY MR. WILSON

14:17:55 1 Q And I apologize, I've asked you this question
2 once before, but I want to be certain of your answer. The
3 agreement, supposed agreement, was to take place over a
4 course of years, more than just the first year?

14:18:07 5 A No. No. No.

6 Q I'm sorry, what did you say in that document,
7 sir?

8 A I said the agreement was that we would have an
9 agreement for 2015. And then, we would start over for
14:18:18 10 2016 and then go beyond. So everything was separate
11 years.

12 Q Is that what you told me in your deposition?

13 A I'm sure it was.

14 Q Let me check on that. At no time during the
14:18:31 15 course of this so-called agreement did Mr.-Brock ever pay
16 you any money?

17 A No.

18 Q There was no performance whatsoever on
19 Mr.-Brock's side, was there?

14:19:20 20 A No, he didn't pay any of the 80 percent for the
21 new clients that came.

22 Q Now, in the meantime, while I'm rummaging
23 through my file, it's true that you told me in your
24 deposition that Mr.-Brock had paid everything you owed in
14:20:02 25 wages -- that he owed you, excuse me?

RONALD JOHNSON-CROSS BY MR. WILSON

14:20:08 1 A According to the hour sheet that I have turned
2 in, he paid a payment for all of the hours.

3 Q He doesn't owe you anything for your work?

4 A He didn't owe me anything for the hours that
14:20:15 5 I've turned in.

6 Q The only thing that you're claiming is for this
7 supposed contract, isn't that correct?

8 A There is some amount of work in process payment
9 that he's not paid, along with the 80 percent for the
14:20:34 10 clients that I brought in.

11 MR. WILSON: Your Honor, I like to tender
12 Mr. Johnson's deposition, sir.

13 THE COURT: All right, ladies and gentlemen, I
14 know that as lawyers and people who work in the court
14:21:20 15 system all the time, we all are very comfortable with
16 what a deposition is, but I hate to assume anything.
17 So usually, in the course of a case when something
18 like a deposition is -- or a deposition is introduced
19 or going to be used in examination, I think it bears
14:21:37 20 well for me to explain what it is in simple terms.

21 Ladies and gentlemen, during the course of a
22 lawsuit, depositions may be taken pursuant to the
23 rules of discovery. So what happens is one attorney
24 or both may send a deposition notice to either a
14:21:53 25 party to the lawsuit or a witness to the lawsuit.

RONALD JOHNSON-CROSS BY MR. WILSON

14:21:55 1 That party or that witness shows up at a designated
2 time and place, takes the oath of a witness, just
3 like the witnesses take the oath in a trial, and
4 testifies, that is answers questions posed at the
14:22:11 5 deposition.

6 Now, understand, when a party uses a deposition
7 transcript, it's just like any piece of evidence that
8 you receive in a case, that is you decide whether
9 it's credible and you decide what value it may have.

14:22:22 10 Ladies and gentlemen, the deposition transcript that
11 I am holding in my hand is the original transcript of
12 the deposition of Mr.~Johnson taken, looks like, on
13 26-May-2017. I'm opening the original and giving it
14 back to Mr. Wilson so that he may use it in the
14:22:41 15 conduct of his examination.

16 MR. WILSON: Thank you, sir.

17 THE COURT: Yes, sir.

18 BY MR. WILSON:

19 Q Mr.~Johnson, let the record reflect that I'm
14:22:52 20 handing you the original of your deposition, sir.

21 Remember when I took your deposition?

22 A It was May or June. You said what it was, I
23 forget what you said.

24 Q Sir? I'm sorry, I can't hear you. I couldn't
14:23:05 25 hear --

RONALD JOHNSON-CROSS BY MR. WILSON

4:23:07 1 THE COURT: He said he defers to whatever I read
2 into the record.

3 MR. WILSON: Fair enough, fair enough, sir.

4 BY MR. WILSON:

14:23:15 5 Q You do not remember that day when I took your
6 deposition?

7 A I remember being there, yes.

8 Q And do you remember raising your hand swearing
9 to tell the truth?

14:23:23 10 A Yes.

11 Q Do you remember me asking you questions?

12 A Yes.

13 Q All right. Could you turn to Page 41, please,
14 sir, of your deposition?

14:23:32 15 A (The witness complies.)

16 Q Down at the bottom at Line 20 where it says
17 direct examination resumed by Mr. Wilson, do you see that?

18 A Uh-huh.

19 Q How about if I read the question and you read me
14:23:55 20 your answer. Would that be all right?

21 A Okay.

22 Q Did you hear me okay?

23 A (The witness nods.)

24 Q I said, Was the understanding to be performed in
14:24:05 25 subsequent years to 2015?

RONALD JOHNSON-CROSS BY MR. WILSON

14:24:07

1

And your answer?

2

A The understanding was that the agreement was for
3 2015, and then would start again in two-two years.

4

Q And I then said, So it contemplated it would
14:24:20 5 go -- be an ongoing relationship?

6

And your answer, sir?

7

A We thought we were going to work together, yes.

8

Q Yes, sir, not just in that particular tax
9 season, but in subsequent tax seasons?

14:24:35

10

A Yes, we were friendly.

11

Q Friendly, notwithstanding -- I want to know what
12 the business agreement was and what documentation there
13 was to support your assertion of the terms of the deal.

14

What was your answer?

14:24:48

15

A Okay.

16

Q Do you understand what I'm asking you?

17

A Yeah. And I told you we didn't have a written
18 document.

19

Q And you also told me that it was contemplated --
14:24:59 20 and it was contemplated that it was going to be an ongoing
21 relationship past 2015?

22

Your answer, sir?

23

A Yes.

24

Q Thank you, sir. Now, when you decided to file
14:25:19 25 your answer, it was during the onset of the tax season,

RONALD JOHNSON-CROSS BY MR. WILSON

14:25:22

1 was it not?

2 A File my answer?

3 Q I'm sorry, your complaint. I beg your pardon.

4 Your complaint in this suit?

14:25:30

5 A Yes.

6 Q You filed it in March 2016?

7 A Yes.

8 Q And that was at the time of the onset of the tax
9 season, wasn't it?

14:25:38

10 A Well, tax season starts kind of at the end of
11 January and goes pretty much through the middle of April.12 Q Okay. And at that point, you were busy
13 preparing tax returns for Mr. Brock's business?

14:25:56

14 A No. The IRS didn't begin accepting tax returns
15 until like about the 20th of January. So, I mean, I don't
16 know. I mean --

17 Q If you don't know, you don't know.

18 A They started taking tax returns around
19 January 20. And then, of course, tax season ended the
14:26:12 20 middle of April.21 Q Forgive me, sir, if you don't know, you don't
22 know. I don't mean to push you around about that. Now,
23 in addition to -- in addition to filing your complaint
24 with those two proposed contracts attached to it, were you
14:26:37 25 out shopping around trying to find a new job during this

RONALD JOHNSON-CROSS BY MR. WILSON

14:26:43

1 period?

2 A When things started not going so well at Brock,
3 then I started getting interested in trying to figure out
4 where I was going to get employment.

14:26:57

5 Q Yes, sir.

6 A I can't tell you exactly when that was.

7 Q Well, for example, you went and interviewed with
8 Gary Wheeler, who's a CPA here?

9 A Yes, that's the only interview I had.

14:27:08

10 Q Yes, sir. And in fact, you told Mr. Wheeler
11 that Mr. Brock was selling or had sold his business,
12 didn't you?

13 A No, I told him he was marketing his business.

14:27:21

14 Q I'm sorry, my question was that he was selling
15 or had sold his business. There was a disjuncter there.

16 A And I didn't tell him that, I said that he was
17 interested in marketing his business.

18 Q But yet, you earlier -- when did your visit with
19 Mr. Wheeler take place?

14:27:36

20 A I don't know. I don't know when that was.

21 Q Okay. Was it before or after you left
22 Mr. Brock?

23 A Oh, it was before.

14:27:46

24 Q Yes, sir. Was it before or after you had made
25 your final demand for this so-called contract?

RONALD JOHNSON-CROSS BY MR. WILSON

14:27:48 1 A I don't know when -- I don't know the date that
2 I met with him.

3 Q But you told Mr. Wheeler that Mr.-Brock was
4 getting out of the business, didn't you?

14:28:02 5 A No.

6 Q He was selling the business?

7 A I told him that he was marketing his business.

8 Q Yes, sir.

9 A And that I was concerned I wasn't going to have
14:28:09 10 a job.

11 Q And you talked bad about Mr.-Brock, too, didn't
12 you?

13 A No, I really didn't. I didn't have -- I
14 didn't -- Mr. Wheeler invited me to come to his office
14:28:22 15 because he had a potential job available. I didn't go
16 there to try to bad mouth or cause Mr.-Brock problems. I
17 went there to try to find a job for myself.

18 Q But you did bad mouth George, didn't you, sir?

19 A I was very honest. He asked me questions. He
14:28:39 20 said, Where did you work?

21 I said, I work for Brock...

22 He said, Well, why don't you keep working
23 for Brock?

24 And I said, Because he's marketing his
14:28:39 25 business and I'm concerned that I won't have a job if he's

RONALD JOHNSON-CROSS BY MR. WILSON

14:28:39

1 able to sell it.

2 Q And you, also, spoke about bills not being paid,
3 that he owed you money and so forth and so on?

4 A He asked me -- he said, Well, what are you
14:29:07 5 working now?

6 I said, Well, I'm down to working only two
7 days a week.

8 Q Yes, sir. But you told Mr. Wheeler that
9 Mr. Brock owed you money and he wouldn't pay it?

14:29:20

10 A No, no. I told him -- I told him that I was
11 concerned because I was down to two days a week and
12 that -- and that he was using his -- he was using his
13 money for doing real estate projects. And therefore, my
14 time, my pay, my opportunity for working has been cut.

14:29:42

15 And that if he does sell the business, I won't have a job
16 at all.

17 Q Yes, sir. And the real estate project that you
18 keep mentioning, George was putting together -- restoring
19 a house next to his office where he was going to live.

14:29:55

20 Isn't that what was going on?

21 A Yes, he currently lived in a condo downtown, so
22 he was developing this house.

23 Q He was preparing it to occupy it, isn't that
24 what was going on, sir?

14:30:10

25 A Well, he wanted to put rental units in the

RONALD JOHNSON-CROSS BY MR. WILSON

4:30:12 1 bottom of it and then he wanted to live in the top of it.
2 Q Please answer my question. He was going to live
3 there, wasn't he?
4 A He was going to live in the top and there were
14:30:19 5 going to be rental units down underneath it.
6 Q So it wasn't a glorious development for grand
7 profit, was it, sir?
8 A Say that again.
9 Q It wasn't a glorious and grand development for
14:30:31 10 profit, was it?
11 A Well, I think it was. I mean, it was -- it was
12 a house right there in the Pettigru historic district.
13 And I think he was trying to make something out of
14 nothing.
14:30:46 15 Q He was going to restore a house to live in,
16 wasn't he, Mr. Johnson?
17 A And rent.
18 Q Is he living there now?
19 A And renting it now.
14:30:53 20 Q Is he living there now, sir?
21 A He lives in the top and he rents the bottom.
22 Q Thank you. Now, let's go back to Mr. Martin.
23 You told the jury that you left Mr. Martin and then you
24 start writing Mr. Martin's customers?
14:31:22 25 A No.

RONALD JOHNSON-CROSS BY MR. WILSON

14:31:23 1 Q You didn't?

2 A No.

3 Q And Mr. Martin -- you knew that Mr. Martin was

4 marketing his business, too, didn't you?

14:31:31 5 A Yes, I knew that he was trying to sell it.

6 Q Yes, sir. And you wrote his customers and

7 offered to help them with their tax problems, didn't you?

8 A No.

9 Q Did Mr. Martin -- Mr. Martin never accused you

14:31:43 10 of that?

11 A I don't know. I don't know that he did. I

12 didn't write them.

13 Q Would you take a look at this email dated March

14 12, 2015, please, sir?

14:32:10 15 A (The witness complies.) Okay.

16 Q Take a moment, if you would, to read it.

17 A I've --

18 Q Not out loud, just read it.

19 A I've read it.

14:32:17 20 Q You're a quick reader, sir. What is this email?

21 From whom does this email come?

22 A To me from Frank Martin.

23 Q Yes, sir. What's the date on it?

24 A March 12, 2015.

14:32:36 25 Q And this is during the period that you have sued

RONALD JOHNSON-CROSS BY MR. WILSON

14:32:39 1 him for unpaid wages?

2 A You know, I don't remember when I filed the
3 small claims court case.

14:32:51 4 Q But there's certainly a dispute going on at this
5 time, isn't there?

6 A Yeah, I think he had not paid that yet, yeah.

7 Q Now, look at number three, if you would, on that
8 document. Do you remember -- I'm sorry, let me start at
9 the beginning. Do you remember getting this?

14:33:07 10 A Yes.

11 Q And do you remember reading it?

12 A Yes.

13 Q Would you look at number three and read it out
14 loud to the jury, please?

14:33:16 15 A Yes.

16 Antagonizing my clients with your
17 communications, which could be considered poor form,
18 unethical or even theft.

19 Q Please continue.

14:33:28 20 A Commented on your email has expressed the same
21 opinion.

22 Q I'm sorry.

23 A Am I reading it correctly?

24 Q May I read it to you, sir?

14:33:39 25 A Yeah.

RONALD JOHNSON-CROSS BY MR. WILSON

14:33:39 1 Q And stop me if I'm reading it incorrectly.
2 Three, Antagonizing my clients with your
3 communications, which could be considered poor form,
4 unethical or even theft. How can I set a value on
14:33:50 5 patronage that I have developed over a period of years to
6 a client --
7 A Wait, wait, wait, wait a minute.
8 Q Excuse me, let me finish reading.
9 A Our copies -- you're not reading it.
14:34:02 10 Q It's the copy I have and it's the copy I handed
11 you, sir.
12 A Well, let's look.
13 Q Right here. Right there. Now, may I finish
14 reading it?
14:34:24 15 A Please start again.
16 Q I will. This is to you. This is Frank Martin
17 writing you.
18 Antagonizing my clients with your
19 communications, which could be considered poor form,
14:34:37 20 unethical or even theft. How can I set a value on
21 patronage that I have developed over a period of --
22 A See, this is where -- if you look at this, this
23 is not -- read it.
24 Q I'll hand it to you.
14:34:46 25 A The copy you've given me is just not the same as

RONALD JOHNSON-CROSS BY MR. WILSON

14:34:51 1 yours. I'm sorry, I've not changed it.

2 Q I'll read this one to you.

3 Antagonizing my clients with your

4 communications, which could be considered poor form,

14:35:07 5 unethical, or even theft. How can I set a value on

6 patronage that I have developed over a period of years to

7 a client? Everyone who has commented on your email has

8 expressed the same opinion.

9 That's what I just got through reading to

14:35:21 10 you and it's in this one. Do you remember receiving that

11 communication?

12 A Yes.

13 Q And he's griping at you for calling his clients

14 up. Isn't that what's that about?

14:35:33 15 A This is the letter that George Brock sent out
16 and mailed under his own postage telling them that I had
17 joined Brock. That's the only thing that it could be.

18 Q This is from Frank Martin to Ron Johnson, the
19 carbon copy to George Brock.

14:35:50 20 A Okay.

21 Q That came to you, didn't it?

22 A Yes.

23 Q What I just read to you is from the contents of
24 that email, isn't it?

14:35:59 25 A Yes. But the antagonizing my client part came

RONALD JOHNSON-CROSS BY MR. WILSON

14:36:03 1 from the letter George Brock sent to them that the jury
2 saw this morning.

3 Q Clients that you brought into George Brock?

4 A No.

14:36:12 5 Q That's where your letter went, isn't it, sir?

6 A No. He sent out a letter to everybody that was
7 on Exhibit 1 this morning. I mean, that was up on the
8 screen and the jury looked at every --

9 Q You're reploting the same ground with Mr.-Brock
14:36:26 10 that you plowed with Mr. Martin, aren't you?

11 A Plowing ground?

12 Q Yes, sir. It's a metaphor. You're trying to
13 recapture those clients to sell, yet again, to Mr.-Brock,
14 aren't you?

14:36:41 15 A The letter came from Mr.-Brock on Mr.-Brock's
16 letterhead with Mr.-Brock's postage. It's -- it's --

17 Q Mr.-Johnson, with all due respect, this is an
18 email from Frank Martin to you. Okay, he's copied
19 Mr.-Brock on it. He's saying, Antagonizing my clients
14:36:56 20 with your communication. Your communication. You're the
21 primary addressee on this document. It's to you?

22 A Yeah. And the letter he's referring to is the
23 one that George Brock sent out.

24 Q That's your interpretation of the letter, isn't
14:37:13 25 it?

RONALD JOHNSON-CROSS BY MR. WILSON

14:37:14 1 A That could be the only thing it is because I
2 didn't send out anything on my own. I couldn't afford the
3 postage to send it to 300 people.

4 Q It had your name on it, didn't it?

14:37:23 5 A Yes, and I told you I authorized Donna to write
6 my name on it.

7 Q So it was your letter to his clients that
8 sparked this email?

9 A Yes. And it was --

14:37:31 10 Q Thank you. I have no -- thank you, sir.
11 Mr.--Johnson, you wouldn't deny the fact -- and I know
12 you're not going to, that it was December of 2015 that you
13 went to visit Gary Wheeler?

14 A I don't know exactly when I went to see him.

14:38:06 15 That sounds about right.

16 Q That sounds about right. December 2015, you
17 were still working for Mr.--Brock?

18 A Yes.

14:38:17 19 Q And, in fact, you had offered to Mr. Wheeler
20 that you could bring some folks with you, couldn't you?

21 A No, no. I would have never offered -- I didn't
22 know what his job was. I didn't know what he wanted, I
23 didn't know what he needed. I was just there to be
24 interviewed.

14:38:53 25 Q You have no claims -- let me rephrase it.

RONALD JOHNSON-CROSS BY MR. WILSON

14:38:53 1 Forgive me, sir. You did not contract with any of the
2 LLCs which you named in your suit, did you?

3 A You're going to have to be more clear.

14:39:18 4 Q I can't help it, sir. I'm 74. You did not have
5 any kind of employment agreement, commission agreement, or
6 otherwise with any of the LLCs, MILBRO, Diwood that you
7 named in your suit? I'll read them out to you. I'm
8 sorry.

14:39:38 9 A I didn't have any employment agreement with any
10 of them, huh-uh.

11 Q With Integrative, or Diwood, or any of those --
12 any of those?

13 A No.

14 Q None at all. And there's no judgment against
15 any of them, is there?

16 A No.

17 Q So you have no basis to assert anything against
18 any of those LLCs, do you?

19 A Yes. Mr. Brock treated all the LLCs as if they
14:40:06 20 were him. So my suit was against him, plus all of the
21 LLCs because I knew that if I didn't do that, he would
22 merely close the one with the judgment and walk away.

23 Q Yes, sir. As we covered earlier, you have no
24 proof that any of that has ever happened, do you?

14:40:27 25 A Only my testimony that I've been told he did.

RONALD JOHNSON-CROSS BY MR. WILSON

14:40:30 1 Q But you have no proof here today, pieces of
2 paper that are irrefutable that cannot be interpreted that
3 support that proposition?

14:40:41 4 A Only my testimony that I've been told that that
5 happened.

6 Q Sure. And that's hearsay and the person that
7 uttered it isn't here today, are they?

8 A That's the testimony that I have.

14:40:51 9 Q Thank you. But the person that you heard it
10 from ain't here today, is it -- are they, excuse me? It's
11 not an it. They're not here today?

12 A I don't see her.

14:41:08 13 Q And I can't cross-examine them about what basis
14 they might have had for this assertion about the corporate
15 shell game? Huh?

16 A If he brags in the office that he's been able to
17 avoid a judgment because he's been able to dupe people by
18 closing an LLC, what more can I say? I mean, that's what
19 known about him.

14:41:28 20 Q And before you bring a lawsuit, sir -- and let's
21 talk a minute about the lawsuit, the preparation of it.
22 You've got a brother that practices law out in New Mexico?

23 A Yes.

14:41:41 24 Q And you've got Ms. Langville here, who was
25 helping you put things together for the lawsuit?

RONALD JOHNSON-CROSS BY MR. WILSON

14:41:47 1 A I started out pro se and I didn't know what I
2 was doing. And I took help from any and everybody I could
3 find.

4 Q Ms. Langville was working for Mr. Brock while
14:41:55 5 you were preparing this complaint, wasn't she?

6 A Yes, she was.

7 Q Yes, sir. And she was helping you, encouraging
8 you, I think is the term, in your lawsuit against
9 Mr. Brock?

14:42:08 10 A Oh, no, I don't think you can say that. She
11 wasn't there to encourage me to do anything. Yes, on
12 either the pro or the not.

13 Q Yes, sir. Now, Mr. Johnson, as a seasoned
14 businessman, you wouldn't want to buy a company or a
14:43:00 15 business that had litigation or potential legal exposure,
16 would you?

17 A I've never been in a position where I bought
18 companies or sold companies.

19 Q Well, you worked out here for Ashworth Brothers,
14:43:18 20 and it got acquired by that big company in England. You
21 were familiar with the due diligence period, weren't you?

22 A I helped do the due diligence, but I certainly
23 wasn't in charge.

24 Q Sure. But you're familiar with the notion that
14:43:28 25 the English people wouldn't have bought an American

RONALD JOHNSON-CROSS BY MR. WILSON

14:43:28 1 company that was besieged by legal actions? You wouldn't
2 do that, would you?

3 A I just -- I don't know. I mean, the English
4 people, I think they're pretty smart people. And what
14:43:45 5 they would or would not do, I can't guess.

6 Q Yes, sir. And just so if Mr. Brock is marketing
7 his company, to put a cloud of title, which is a real
8 estate term, for an adverse entry in Mr. Brock's credit or
9 against his company, that might -- that might be kill the
14:44:03 10 deal, might it not?

11 A You're going to have to say that again.

12 Q I'll try to. You're familiar as a seasoned
13 businessman with an MBA that companies don't buy companies
14 they have legal troubles?

14:44:20 15 A I think it's just totally normal that companies
16 buy and sell companies every day and there may or may not
17 be litigation existing. I think that's just -- I think
18 that just happens all the time.

19 Q Sure. And it would reduce the price of the
14:44:35 20 company that's being acquired, wouldn't it?

21 A Not necessarily, because in most instances, if
22 somebody buys a company, any liability, I would think,
23 would be left with the person who's selling it.

24 Q It's for sale for \$200,000 and there's \$20,000
14:44:50 25 exposure, if I'm buying it, I'd deduct \$20,000 from the

RONALD JOHNSON-CROSS BY MR. WILSON

14:44:54 1 price I'd pay for that company, wouldn't you?

2 A Not if the contract said that any kind of
3 contractual obligations or liabilities would always be
4 left with the seller, then why would the buyer care?

14:45:12 5 Q And that's not what the case was between
6 Mr. Stokes and Mr. Brock, was it?

7 A Well, I have no idea.

8 Q Well, you've got their proposed documents there.
9 How can you say you have no idea, sir?

14:45:28 10 A I don't have -- I don't have any kind of signed
11 agreement of what they did or didn't do.

12 Q Yes, sir. And if I were going to loan you money
13 to buy a house in Greer, which you have, if you were
14 embroiled in litigation, you'd have to alert the lender to
15 the potential exposure that you have in that litigation,
16 wouldn't you?

17 A See, you're coming up with a lot of what if's.
18 I don't know. I don't know. I'm not in that situation.
19 It's just pretty farfetched really.

14:46:04 20 Q Yes, sir, but you put yourself in that situation
21 and you put Mr. Brock in that situation, didn't you, by
22 filing his complaint and speaking about it in public?

23 A No, not at all.

24 MR. WILSON: Thank you, sir. I have no further
14:46:16 25 questions.

RONALD JOHNSON-REDIRECT BY MR. NORSWORTHY

14:46:19 1 MR. NORSWORTHY: May it please the Court, Your
2 Honor?

3 THE COURT: How many questions do you have on
4 redirect, sir?

14:46:26 5 MR. NORSWORTHY: A dozen or so, Your Honor. I
6 can make it real short.

7 THE COURT: I'll give you 12. And I'm counting,
8 okay?

9 REDIRECT EXAMINATION

14:46:35 10 BY MR. NORSWORTHY:

11 Q Mr. Johnson, you heard testimony that the
12 Defendant's mother was in declining health during 2015; is
13 that correct?

14 A Yes.

14:46:46 15 Q You mentioned you set him up with a -- with your
16 wife, who was in Hospice care.

17 A Well, I mean, when he said that his -- when he
18 said that his mother was degrading or going downhill, I
19 told him -- and he might have already known that my wife
14:46:55 20 was a Hospice nurse. And I said that her Hospice
21 organization would be able to help him -- help him .
22 determine if whether or not she qualified for Hospice.
23 And if she did, then they would be in a position to take
24 care of her. Of course, I think they do a good job on all
14:47:25 25 patients, but that she would do an especially good job

RONALD JOHNSON-REDIRECT BY MR. NORSWORTHY

14:47:27 1 with this because she knew him.

2 Q Did you experience any similar hardships during
3 2015 or around that time?

4 A Well, my mother died in the last year. And so I
14:47:40 5 kind of know -- I kind of know what he's up against. I
6 mean, when people get older, we're all going to die
7 sometime and we're all going to have to go through it.

8 Q Did it affect your professional ability as a
9 bookkeeper?

14:47:53 10 A No, I don't think so. I think we're both old
11 enough that we kind of know how life is. It's part of
12 life.

13 Q Did the Defendant ever bring the purchaser, Mr.
14 Stokes or the broker who was trying to help him advertise,
14:48:11 15 market and sell his business, did he ever bring those
16 people into the office?

17 A Yes, he brought both of them in. And, of
18 course, he didn't tell who they were. And everybody in
19 the office was all clambering around because, obviously,
14:48:30 20 our jobs were all at stake and we didn't know what was
21 going to happen. So it was -- I don't know, it might have
22 been a little bit funny. Because when Mr. Stokes came,
23 somebody in the office looked up -- they knew the name,
24 looked up his file on the internet and we could see the
14:48:47 25 pictures. Then we picked which person was going to take

RONALD JOHNSON-REDIRECT BY MR. NORSWORTHY

14:48:55 1 our job. I guess it was just something employees do.

2 Q Did you file or publish the complaint with
3 exhibits?

4 A Say that again.

14:49:06 5 Q Did you file it or did you publish it?

6 A Are you talking about --

7 Q The original complaint with the exhibits?

8 A I filed it with the courthouse.

9 Q So you had nothing to do with how it ended up on
14:49:16 10 the internet?

11 A I took it to the clerk and the clerk stamped it
12 and then they took care of whatever they do to put it in
13 the court record.

14 Q So when you marketed back to the 12 people that
14:49:33 15 had come to Mr. Brock's office in January of 2016, did you
16 already consider that he had breached the contract that
17 y'all had created?

18 A Absolutely. I mean, he hadn't paid anything all
19 year long. And then as I asked him more and more
14:49:49 20 pointedly about when he was going to pay, everything got
21 more uncomfortable.

22 Q And we discussed your previous employer,
23 Mr. Martin, he discussed it and I discussed it, but can
24 you recall for the jury why Mr. Martin had to use your
14:50:08 25 credentials?

RONALD JOHNSON-REDIRECT BY MR. NORSWORTHY

14:50:10 1 A Well, he had lost -- he had lost his -- well, I
2 went through it this morning and maybe I took too long.
3 But where he had had civil penalties where he had taxes
4 that he hadn't paid, therefore, he couldn't pass the
14:50:25 5 background check. Therefore, he couldn't be an ERO,
6 electronic return originator. Therefore, he couldn't file
7 tax returns. And the IRS required that if you didn't work
8 the five, you have to file them. So he, basically, put
9 himself out of business. That's why they used my
14:50:43 10 credentials because I had them and I was in good standing.

11 Q Now, counsel for the Defendant asked you to read
12 from Page 41 of your deposition. Do you still have that
13 in front of you? Could you turn to Page 40, please?

14 A (The witness complies.) Okay.

14:51:04 15 Q Can you read from Line 20 to the end of that
16 page, please?

17 A Says, Why did you provide him a client list for
18 Martin?

19 Because he was very enthusiastic about
14:51:24 20 expanding his business.

21 Are you talking about Mr. Brock?

22 Yes.

23 Q Are you on Page 40?

24 A You want 40?

14:51:33 25 Q 40, please.

RONALD JOHNSON-REDIRECT BY MR. NORSWORTHY

14:51:33

1 A Sorry.

2 Q Just before what he read.

3 A Okay. What line?

4 Q Line 20, just to the end there.

14:51:48

5 A Okay.

6 Line 20 says, Okay. And was this agreement
7 blank, blank?8 And my answer was, And we -- we were still
9 friendly? Yes, sir.

14:51:51

10 And was this agreement to be performed for
11 more than a year, sir?...12 The only thing we talked about was that for
13 the year 2014.

14 Q Can you repeat Line 24, please?

14:52:12

15 A The only thing we talked about was that for the
16 year 2015.17 Q Now, when Mr.-Brock was preparing his house for
18 his occupation and for rent, were you aware that he was
19 using funds from the business to do such?

14:52:30

20 A Well, he would -- well, yeah, that's the only
21 place that he had money coming in from. So all the money
22 that went into renovations for his rentals and for his
23 house came from the accounting business.

24 Q And as Mr. Wilson asked you about, you were

14:52:55

25 aware the Defendant did sell his business during the

RONALD JOHNSON-RECROSS BY MR. WILSON

14:52:58 1 course of litigation, correct?

2 A You're talking about when he sold Brock?

3 Q Are you aware that Mr.-Brock sold his business?

4 A Yes.

14:53:08 5 Q Was this litigation ongoing at that time?

6 A Yes.

7 MR. NORSWORTHY: No further questions, Your

8 Honor.

9 MR. WILSON: Your Honor, can I ask him one

14:53:15 10 question?

11 THE COURT: Yes, sir, you may.

12 MR. WILSON: Maybe one and a half.

13 THE COURT: After having heard your questions,

14 that could be very long.

14:53:24 15 MR. WILSON: Problem I've got.

16 RECROSS-EXAMINATION

17 BY MR. WILSON:

18 Q Mr.-Johnson, I'm handing you a packet of 15

19 documents. Would you hold them for me? Those are 433's.

14:53:38 20 What's a 433, Mr.-Johnson?

21 A A 433 is an IRS form that you use in order to do

22 an offer of compromise for a person who has tax

23 difficulties.

24 Q Yes, sir. And you sent those to your personal

14:53:53 25 private address from Mr.-Brock's office, didn't you?

RONALD JOHNSON-RECROSS BY MR. WILSON

14:53:56

1 A Yes?

2 MR. WILSON: Thank you, sir. I have no further
3 questions.

14:53:58

4 MR. NORSWORTHY: Your Honor, I have one
5 follow-up to that.

6 THE COURT: No, sir. We have exhausted this
7 gentleman's testimony, I'm afraid.

14:54:08

8 Mr. Johnson, you may step down, sir. I
9 appreciate you being here. And I appreciate you
10 testifying today.

11 THE WITNESS: You want me to take this?

12 THE COURT: I don't know what this is. What is
13 it?

14 THE WITNESS: It's that deposition.

14:54:14

15 THE COURT: No, sir, just leave everything right
16 where it is, okay. Everything right where it is.

17 THE WITNESS: Even my stuff?

14:54:22

18 THE COURT: No, the stuff that you brought up
19 here that yours, sir, you can bring it up. If it's
20 an exhibit that's been entered into the record or if
21 it's the deposition, which has been used, then don't
22 take that. But all of your personal stuff, yeah,
23 sure, please take that.

24 Ready to call your next witness?

14:54:47

25 MR. NORSWORTHY: Your Honor, we are. I really

RONALD JOHNSON-RECROSS BY MR. WILSON

14:54:47 1 don't want to do this, but I think counsel both have
2 to run to the restroom.

3 THE COURT: Fair enough. Fair enough. Being a
4 man over 50 years of age, I appreciate that.

14:55:00 5 We'll take a short break, ladies and gentlemen.
6 Please don't discuss the case. Thank you.

7 (WHEREUPON, the jury left open court at
8 approximately 2:53.)

9 (WHEREUPON, a short break was taken.)

15:06:28 10 THE COURT: Ready for the jury?

11 MR. NORSWORTHY: Yes, sir.

12 THE COURT: All right, bring them in, please.

13 (WHEREUPON, the jury came into open court at
14 approximately 3:06 p.m.)

15:08:36 15 THE COURT: You may call your next witness, sir.

16 MR. NORSWORTHY: Thank you, Your Honor. The
17 Plaintiff would like to call Donna Carlson to the
18 stand.

19 THE COURT: Yes, ma'am, come right up, place
15:08:39 20 your left hand on the Bible, raise your right.

21 (WHEREUPON, Court's Exhibit No. 1 was marked for
22 identification only.)

23 DONNA CARLSON, after being duly sworn, testified
24 as follows:

15:08:48 25 THE CLERK: State your name, please.

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

1 THE WITNESS: Donna Carlson.

2 THE CLERK: Thank you. Please be seated.

3 DIRECT EXAMINATION

4 BY MR. NORSWORTHY:

15:09:02 5 Q Good afternoon, Ms. Carlson. Thank you for
6 being here today. So you were an employee of Mr.-Brock,
7 the Defendant; is that correct?

8 A Yes.

9 Q Okay. How long were you an employee of
15:09:12 10 Mr.-Brock?

11 A Worked for him off and on through the years.
12 Like, during the holidays, I might do some catering to
13 clients and Christmas cards. Then last time, it was
14 sometime from early on in 2015, up until June 2nd of 2016.

15:09:42 15 Q Okay. How long have you known the Defendant?

16 A It will be 18 years the latter part of this
17 year, so 17 years.

18 Q Okay. And can you just tell us what it was like
19 working with Mr.-Brock?

15:10:00 20 MR. WILSON: Objection, Your Honor. I'm not
21 sure that has any relevance whatsoever to the issues
22 in this case. With all due respect to Ms. Carlson.

23 THE COURT: Just be more surgical in your
24 questions. If there's a specific point or opinion
15:10:09 25 that you want to elicit, try to get straight at it,

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

5:10:12 1 go straight to it, okay.

2 MR. NORSWORTHY: Okay. Thank you, Your Honor.

3 THE COURT: Yes, sir.

4 BY MR. NORSWORTHY:

15:10:17 5 Q Was Mr.-Brock difficult to work for?

6 MR. WILSON: Again, Your Honor, forgive me, I'd
7 like to lodge my objection and ask that it continue
8 throughout this examination. With all due respect to
9 everybody in the room, I don't know what Mr.-Brock's
10 behavior as an employer has to do with the contract
11 between Mr.-Johnson and Mr.-Brock or with Mr.-Brock's
12 claims against Mr.-Johnson for the publication of
13 confidential business information. I've got to
14 object, Your Honor.

15:10:47 15 THE COURT: Okay, I understand. I don't fault
16 you for that. I respectfully overrule the objection.
17 I'll let her testify as to her perception of the work
18 environment.

19 THE WITNESS: It wasn't an easy environment to
15:11:01 20 be in each day because you never knew what kind of
21 mood George was going to be in. He could be very
22 disrespectful and very, I don't want to say the word,
23 I'm not going to say demanding because a boss does
24 require certain things of you. But he could
15:11:38 25 constantly attack people. I'm trying to say this the

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

15:11:44 1 best way I can. Can I just put in my own words,
2 please?

3 BY MR. NORSWORTHY:

4 Q Yes, ma'am, you may.

15:11:51 5 A Like I said, I've known George Brock for 17
6 years. And during that time, I won't deny that I
7 considered him a friend of mine. I'm a single mom. I
8 became a single mom in 1997. And my son is grown now.
9 He's a student at Clemson University. And during those
15:12:14 10 years, you know, like George would know that maybe I could
11 use some extra income and so he might call me over the
12 holidays and ask me if I wanted to earn some extra money,
13 maybe send out the Christmas cards or do some catering or
14 that kind of thing. Then during tax season, there were
15:12:37 15 times that I would go in and do some processing of the tax
16 returns.

17 But then this last time I gave you those
18 dates, I was more in an administrative assistant role for
19 George. My desk was located at the very front as you walk
15:12:56 20 in. When the client walked in through the door, I was the
21 first person they would see. George's office was to my
22 right. And he kept the door open, so, you know, there was
23 always that constant communication. He could see me, I
24 could see him. And I admit that I -- for -- often, I
15:13:18 25 didn't enjoy going to work there because he would often

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

15:13:24 1 say things that were very degrading to me, very
2 disrespectful and he would say them in front of --

3 THE COURT: Hold on just a second. Y'all come
4 up.

15:13:35 5 (WHEREUPON, an off-the record bench conference
6 was held in the presence of the jury but out of
7 the hearing of the jury.)

8 THE COURT: Ladies and gentlemen, I don't have
9 any secrets. So I'll tell you what we were talking
15:16:13 10 about. We were talking about the testimony elicited
11 from Ms. Carlson. Some of the testimony that was
12 elicited was inappropriate character evidence. So
13 only under certain circumstances can you take
14 character evidence into the record. My opinion was
15:16:28 15 that that was just disparaging and gratuitous
16 testimony that has nothing to do with this case. So
17 I'm going to strike the previous testimony, all of
18 her testimony from inception to now.

19 And I'll let you restart over with your
15:16:43 20 testimony and get to the point that you want to make,
21 okay?

22 MR. NORSWORTHY: Certainly, Your Honor. Thank
23 you, Your Honor.

24 BY MR. NORSWORTHY:

15:16:51 25 Q Ms. Carlson, were you fired from Mr. Brock's

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

5:16:53 1 employment?

2 A Yes, sir.

3 Q When was that?

4 A June 2, 2016.

15:16:59 5 Q And can you tell us why you were fired?

6 A Ron had filed a lawsuit against George. And
7 since the time that that started, on a daily basis, the
8 only focus that George had in the office was Ron. It was
9 hard to get work done because it was Ron this and Ron

15:17:25 10 that, how, you know, he was going to destroy Ron and how
11 him coming after him like that. And I did not want to be
12 involved, and I told him that. Everybody in the office
13 said, you know, we don't want to be involved in this.

14 But George was determined that he was going
15 to go after Ron, so he typed up an affidavit that he
16 wanted me to sign. And that affidavit, it was accusatory
17 toward Ron and it was saying things that I didn't know
18 whether they were true or not.

19 So I told George that I wasn't going to
15:18:06 20 sign that because I did not know. And he did not accept
21 that. He badgered me that whole morning. He got right up
22 in my face and he even at one --

23 At one point, he said, Look, you've got to
24 sign this.

15:18:21 25 And I told him that I'm not.

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

5:18:28 1 He said, Well, if you don't, I'm going to
2 go down there and subpoena your little ass.
3 To put it bluntly, that's how he put it.
4 And I told him to go ahead because I was not going to sign
15:18:38 5 it because I did not know.
6 And so, I got really nervous about that.
7 George left, as he usually does each day, to go and take a
8 morning nap. And Chris -- we shared the office. I would
9 work in the mornings and she would come in in the
15:18:58 10 afternoon. So, I was nervous and I called her because I
11 was really afraid that now, you know, if I don't -- it's
12 like I'm dammed if I do and I'm dammed if I don't. If I
13 do sign it, then I'm signing something that I can't
14 honestly say that I know about. But if I don't, then my
15:19:15 15 job is going to be on the line and he was going to get
16 mad. And even if he didn't fire me, I had been around him
17 long enough to know that my life would be a living hell
18 after that because I had refused to sign it.
19 So she came in and -- because she has
15:19:32 20 experience as a paralegal. So she helped me try to write
21 it in such a way to, at least, appease him so that I could
22 still -- my job wouldn't be in jeopardy. And so I left it
23 there, I went home. Then about 5:30 that afternoon,
24 George called me, it went into my voice mail. Then that's
15:19:56 25 where he left me are you so --

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

5:19:59

1 Q And you've given -- over to me, you've given a
2 copy of that recording?

3 A I give you the recording that tells you -- that
4 shows what George said to me that day.

15:20:10

5 Q Okay.

6 MR. NORSWORTHY: At this time, Your Honor, we'd
7 like to introduce Exhibit 44 into the record, which
8 is an audio recording of the Defendant leaving a
9 voice mail with the witness, Ms. Carlson.

15:20:20

10 THE COURT: Yes, sir.

11 MR. WILSON: Your Honor, I've got to lodge the
12 most vigorous objection that an old man can lodge.

13 This is evidence of whatever went on in Ms. Carlson's
14 lawsuit against Mr.-Brock, which was subsequently
15 dropped, dismissed forever with prejudice. The law

15:20:36

16 of the case was that there was no wrongful
17 termination. Therefore, this is simply -- I think

18 it's prejudicial, inflammatory. It outweighs any
19 possible probative value that it can have on the

15:20:53

20 issue of Mr.-Johnson's against Mr.-Brock or
21 Mr.-Brock's claim against Mr.-Johnson. I don't think
22 it has anything to do with anything and it's
23 prejudicial and inflammatory.

24 THE COURT: Respectfully, I'll overrule your

15:21:05

25 objection. I find that, first of all, it's relevant.

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

15:21:08 1 Her testimony was that the affidavit related directly
2 to the impasse and/or disagreement between the
3 parties to this lawsuit. And under a 403 analysis, I
4 determine that it's probative value does not -- or
15:21:21 5 excuse me, it's probative value does outweigh the
6 prejudicial value. It's also not any type of hearsay
7 because the testimony is that it's his statement.

8 MR. WILSON: May I be further heard?

9 THE COURT: Yes, sir.

15:21:34 10 MR. NORSWORTHY: Thank you, Your Honor.

11 MR. WILSON: I've lost my objection.

12 THE COURT: Okay, sir. Thank you.

13 You may play it, sir. I had it off because
14 y'all approached. Go ahead.

15:22:05 15 (WHEREUPON, a phone message was played.)

16 MR. NORSWORTHY: Your Honor, my phone locked
17 automatically.

18 (WHEREUPON, the audio recording was continued to
19 be played.)

15:23:34 20 THE WITNESS: He was trying to make me sign
21 something that I already told him I didn't know
22 anything about. And he knew how bad I needed that
23 job. And then for him to -- what hurt worst than him
24 actually firing me was the fact that he gave me the
15:23:49 25 option of taking it out of my paycheck. And here,

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

15:23:51 1 he's going to deduct money from my check on something
2 that it wasn't even my fault and I didn't even want
3 to be involved in it in the first place.

4 BY MR. NORSWORTHY:

15:24:02 5 Q Ms. Carlson, can you take a look at this
6 document?

7 A Affidavit of Donna Carlson.

8 Q Do you recognize this?

9 A Yes.

15:24:19 10 MR. NORSWORTHY: Your Honor, we'd like to
11 introduce Exhibit 43... This is an affidavit that
12 Ms. Carlson prepared.

13 MR. WILSON: Your Honor, it bears no signature,
14 no notarial seal. I object to its introduction and
15 admission.

15:24:36 16 MR. NORSWORTHY: Your Honor, we're not asking to
17 get this in on the merits of the subject matter.
18 We're just trying to determine that she did, in fact,
19 produce an affidavit to be signed and the voice mail
15:24:50 20 which followed.

21 THE COURT: Okay. Over objection, I allow it.
22 I think that she's properly authenticated it as her
23 prepared affidavit. And I don't think that the fact
24 that it's not notarized or signed is fatal to its
15:25:02 25 introduction so long as she's identified it as her

DONNA CARLSON-DIRECT BY MR. NORSWORTHY

5:25:08

1 affidavit.

2

MR. NORSWORTHY: Thank you, Your Honor.

3

(WHEREUPON, Plaintiff's Exhibit No. 43 was

4

admitted into evidence.)

15:25:13

5 BY MR. NORSWORTHY:

6

Q Ms. Carlson, I just showed this, and I don't
7 want you to wrench your neck, but this is the affidavit
8 that you sent to Mr. Brock; is that correct?

9

A Yes. That's the one where when -- he didn't

15:25:34

10 accept the first one that I -- that he -- the one that he
11 typed up where he was accusing Ron. And he didn't accept
12 that. And so he told -- he told me that I better come up
13 with something else then. So that's when Kris helped
14 me -- because I didn't want to be accusatory because I
15 didn't know. He didn't accept this. So now he was -- in
16 the voice mail, he was trying to make me try and write yet
17 another one. Because he wouldn't accept what I told him
18 that I was willing to sign. The one where he was accusing
19 Ron, I refused, and that's the one that he got so mad
20 about.

15:26:16

21 Q So you offered this and he didn't want it and
22 you never went back to work there; is that correct?

23

A He left me that voice mail that afternoon. He
24 gave me my options. He told me option number one, pick up
25 your final paycheck.

15:26:26

DONALD CARLSON-CROSS BY MR. WILSON

15:26:32 1 Q And I'm not sure if the jury was able to
2 understand. What was he telling you that he was going to
3 deduct from your paycheck?

4 A 700 dollars for a subpoena.

15:26:39 5 MR. WILSON: Asked and answered.

6 MR. NORSWORTHY: We can replay the tape, Your
7 Honor.

8 THE COURT: You don't have to replay the tape I
9 think she just answered it. I think she said it was
15:26:44 10 \$700 for subpoena.

11 MR. NORSWORTHY: Certainly. No further
12 questions, Your Honor.

13 THE COURT: Okay. All right.

14 CROSS-EXAMINATION

15:26:53 15 BY MR. WILSON:

16 Q Ms. Carlson, you're an old friend of
17 Mr.-Brock's, aren't you?

18 A I've known him for a long time.

19 Q Yes, ma'am. 17 or 18 years?

15:27:01 20 A Yes.

21 Q Been a living hell for 17 or 18 years?

22 A No. No, he hasn't.

23 Q You and Mr.-Brock had something of a romantic
24 relationship at one time.

15:27:11 25 A That's how I met him almost 18 years ago.

DONALD CARLSON-CROSS BY MR. WILSON

15:27:14 1 Q Yes, ma'am. And he always taken care of you and
2 always looked out for you over the years, hasn't he?

3 A I would need you to please explain what you mean
4 by take care of me and look out for me.

15:27:24 5 Q In a sense, of providing you with, at least,
6 part time employment and, occasionally, full time
7 employment?

8 A Economically, yes.

9 Q Yes, ma'am.

15:27:32 10 A There have been times when -- yes.

11 Q And I think you indicated when you saw that up
12 on the screen, that wasn't the first affidavit, was it?

13 A No.

14 Q There were several of them, weren't there?

15:27:43 15 A No, there was one other, the one that he
16 presented to me that morning. And it had -- it was very
17 accusatory toward Ron and I refused to sign it. Now, he
18 threatened to subpoena me. I didn't have a problem with
19 him subpoenaing me. I told him, Then go ahead and
15:28:01 20 subpoena me, George, because I'm not going to sign it.

21 Now, why couldn't he just go ahead and subpoena me and
22 making me sign that thing that he badgered me all morning
23 to sign.

24 Q Yes, ma'am, I apologize. I just ask a little
15:28:13 25 yes or no question. I'm going to ask it again. That

DONALD CARLSON-CROSS BY MR. WILSON

15:28:16 1 there were two affidavits, weren't there? Two unsigned
2 affidavits in this story?

3 A Yes.

15:28:23 4 Q Thank you. And the first one, you found
5 unacceptable to you?

6 A Unacceptable.

7 Q Thank you. The second one, he asked you to
8 prepare one that would be acceptable to you?

9 A Which I did.

15:28:31 10 Q Thank you. And he didn't like it, so he asked
11 to further refine it, didn't he?

12 A But he told -- he had already given -- he had
13 already -- I had already prepared one that he asked me to.
14 That's the one I was willing to do.

15:28:45 15 Q He asked you to consider redrafting, didn't it?
16 That was a yes or no question, ma'am.

17 A Yes.

18 Q Thank you. Now, none of those affidavits were
19 ever signed?

15:28:59 20 A No.

21 Q And you decided not to go back to your job?

22 A As he indicated on the voice mail, he gave me my
23 options.

24 Q And you --

15:29:06 25 A He gave me the options. You heard him say,

DONALD CARLSON-CROSS BY MR. WILSON

15:29:11 1 option number one, pick up your final paycheck. Option
2 number two, get me something else. Option number three,
3 you -- I'll take -- I'll subpoena and I'll take it out of
4 your check or you don't have a job. Well, I was only -- I
15:29:14 5 was only responding to the three options that he gave me.
6 He badgered me that entire morning. He harassed me. And
7 that was typical of George Brock to harass and badger.

8 Q Yes, ma'am. And in fact, you've saved that
9 voice mail all these many years, haven't you?

15:29:49 10 A What do you mean saved? It's been in my
11 computer, yes. And listen, what you need to understand, I
12 didn't want to be here today. I don't have any vengeance
13 towards George. As far as I'm concerned, I never wanted
14 to see him again.

15:30:03 15 Q Yes, ma'am. But you saved that voice mail for
16 some time, didn't you?

17 A It's been there, yes.

18 Q It was going to be a part of your lawsuit
19 against Mr. Brock, wasn't it?

15:30:13 20 A Yes.

21 Q In fact, you dropped your lawsuit, didn't you?

22 A I can't afford an attorney.

23 Q And you dropped your lawsuit?

24 A Yes.

15:30:19 25 Q Didn't you? Yes, ma'am. And you dropped it

DONALD CARLSON-CROSS BY MR. WILSON

5:30:22 1 just before you were going to have to testify in your
2 deposition, didn't you?

3 A No. Before I was going to have testify in my
4 deposition? What are talking -- I don't think what you're
15:30:32 5 saying.

6 Q I had set your deposition with your attorney,
7 Mr. Summerlin, and then, suddenly, Mr. Summerlin advised
8 that you were going to drop the suit?

9 A No, that had nothing to with it.

15:30:44 10 Q Yes, ma'am.

11 A I simply could not afford it.

12 MR. NORSWORTHY: Your Honor, I'm going to have
13 to object. This has no bearing on the case at hand.

14 MR. WILSON: You're going to object what? What?

15:30:52 15 I believe you said it up there, that this --

16 THE COURT: To the specifics regarding the suit.

17 I'll ask you to move on. I sustain the objection.

18 BY MR. WILSON:

19 Q Do you know the terms of the dismissal of your
15:31:03 20 suit, ma'am? Did your lawyer explain that to you?

21 A I don't know what you're saying.

22 Q Did you look at and authorize your lawyer to
23 sign the order of dismissal of your lawsuit against
24 George?

15:31:18 25 A Yes, I'm sure I did. He told me to sign it, I

DONNA CARLSON-REDIRECT BY MR. NORSWORTHY

15:31:21

1 signed it.

2 Q And told you that it meant that you could never
3 bring that lawsuit again?

4 A Right.

15:31:26

5 Q And here you are today bringing that lawsuit
6 again. Thank you.

7 MR. NORSWORTHY: Your Honor, we're going to have
8 to ask you to strike that last comment. It wasn't a
9 question.

15:31:37

10 THE COURT: I'll let you ask that question on
11 redirect examination.....

12 MR. NORSWORTHY: Thank you, Your Honor.

13 THE COURT: But I wouldn't go much beyond that.

14 MR. NORSWORTHY: Thank you, Your Honor.

15:31:45

15 REDIRECT EXAMINATION

16 BY MR. NORSWORTHY:

17 Q Ms. Carlson, can you explain to the jury why you
18 dropped your lawsuit against --

15:31:49

19 THE COURT: No, that wasn't the question I was
20 asking you to ask.

21 MR. NORSWORTHY: Oh. Your Honor, I forgot the
22 question.

23 THE COURT: The last question you asked to be
24 stricken, you can ask that question. He didn't give
15:31:55 25 her a chance to answer it.

DONNA CARLSON-REDIRECT BY MR. NORSWORTHY

15:31:59

1 BY MR. NORSWORTHY:

2 Q Would you like to answer that question?

3 A What was the question.

4 Q Is this your lawsuit here today?

15:32:03

5 A No.

6 Q Why are you here today?

7 A I didn't even want to be here today.

8 Q Why did you come then?

9 A Well, I got subpoenaed. But Ron was trying to

15:32:16

10 be nice. He knew that I didn't want to be involved in
11 this. All this time, I haven't stayed in touch with him.

12 And I didn't care, I didn't want to be involved. Just as

13 I told George when I still worked for him, that I did not

14 want to be a part of this. But then here's George

15:32:33

15 accusing him of trying to underhand him and undercut him.

16 And it's just not right.

17 I don't know how I'm allowed to speak up

18 here. I can only tell you that when it came to George's

19 staff and his client, he was not just -- he fired --

15:32:54

20 THE COURT: All right. Stop.

21 MR. NORSWORTHY: Thank you, Your Honor.

22 THE COURT: If you want to ask questions --

23 MR. NORSWORTHY: We're finished, Your Honor.

24 I want to say thank you to Ms. Carlson. And we

15:33:01

25 have no further questions.

DONNA CARLSON-RE CROSS BY MR. WILSON

15:33:02 1 MR. WILSON: I'm not through. May I -- he
2 brought up some new material. Redirect?

3 MR. NORSWORTHY: I don't believe I did, Your
4 Honor. I just followed up with his question and she
15:33:10 5 kept talking.

6 MR. WILSON: You invited her response.

7 RE CROSS-EXAMINATION

8 BY MR. WILSON:

9 Q You don't know anything about the arrangement --
15:33:15 10 alleged arrangement between Mr.~Johnson and Mr.~Brock, do
11 you?

12 A I don't know exact details. I don't care. To
13 be honest with you, I don't care. I never did.

14 Q Yes, ma'am.

15:33:26 15 A I don't care what they had agreed upon.

16 Q And you don't have any knowledge about
17 Mr.~Brock's marketing his business so that he can retire?

18 A I knew that George was selling the practice. He
19 announced that he was selling the practice. Then it was
15:33:41 20 one day he was selling it, the next day he wasn't.

21 Q And in the course of selling his practice, he
22 offered to make sure that you were a part of the deal,
23 didn't he?

24 A One day, I was. The next day, I wasn't. That's
15:33:55 25 just how George functioned. You never knew how he was

DONNA CARLSON-RECROSS BY MR. WILSON

15:33:56 1 going to be from one day to the next.

2 Q Did you ever look at this document that was
3 floating around the office?

4 A What document?

15:34:06 5 Q For the sale of the business?

6 A No, I did not.

7 Q So -- and you formed an opinion about
8 Mr.~Johnson's claims against Mr.~Brock. Did you have
9 anything to do with sending anything to Mr.~Johnson?

15:34:21 10 A No.

11 Q Did you have anything to do with helping
12 Mr.~Johnson?

13 A No.

14 Q Did you and Kris Langville discuss helping
15 Mr.~Johnson?

16 A No.

17 MR. WILSON: Thank you.

18 THE COURT: Thank you, Ms. Carlson. I
19 appreciate it. You may step down.

15:34:41 20 Okay. You may call your next witness.

21 MR. NORSWORTHY: Thank you, Your Honor. We'd
22 like to call Kris Langville to the stand, please.

23 KRIS LANGVILLE, after being duly sworn,
24 testified as follows:

15:35:08 25 THE CLERK: State your name, please.

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:35:09

1

THE WITNESS: Kristine Langville.

2

THE CLERK: Thank you. Please be seated.

3

DIRECT EXAMINATION

4

BY MR. NORSWORTHY:

15:35:23

5

Q Good afternoon, Ms. Langville.

6

A Good afternoon.

7

Q We've met before. I'm Ken. Thank you for being

8

here today. You've actually been deposed in this case; is

9

that correct?

15:35:33

10

A I have been, yes.

11

Q How long ago was that?

12

A Maybe about a month ago. It was sometime in

13

December.

14

Q So you used to work for Mr.-Brock; is that

15:35:40

15

correct?

16

A Yes.

17

Q What did you do for Mr.-Brock?

18

A I was an administrative assistant and I also

19

handled some bookkeeping.

15:35:51

20

Q What were your terms of employment -- excuse me,

21

what were your dates of employment? Just roughly, how

22

long did you work there?

23

A I think about 18 months.

24

Q Okay.

15:36:03

25

A From somewhere from the summer of -- I get my

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:36:05 1 years mixed up. So maybe from the summer of 2015 to the
2 fall of 2016.

3 Q Okay.

4 A I think that's right.

15:36:15 5 Q What were your job duties? I know you said you
6 were an administrative assistant. Could you just list
7 off, basically, what you did for Mr. Brock?

8 A Greeting clients, scheduling appointments,
9 shuffling paperwork for Mr. Brock, making sure he had what
15:36:27 10 he needed to prepare the clients' tax returns. I did
11 bookkeeping for some of the clients, balancing their bank
12 statements, balancing their company books. I did
13 bookkeeping for Mr. Brock's LLCs. I was responsible for
14 balancing his bank statement, printing his bank statements
15:36:43 15 from the online account. I also handled banking deposits
16 for Mr. Brock's LLCs.

17 Q So you were familiar with his finances?

18 A Yes.

19 Q Did he have problems with his finances towards
15:37:00 20 the end of 2015?

21 A Yes.

22 Q Can you tell us why?

23 A Because he was paying the contractors that were
24 remodeling the house across the street. He had renters in
15:37:11 25 another home that he owned that had -- I think they had

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:37:14 1 either left him high and dry or they weren't paying the
2 rent. That house was not rented for a while, I can't
3 remember exactly which. Also, some of his clients weren't
4 paying their bills.

15:37:31 5 Q That pretty much covers it?

6 A Yeah, I think so.

7 Q As far as -- you said you scheduled client
8 appointments as well?

9 A Yes.

15:37:39 10 Q Did Mr.-Brock ever miss appointments?

11 A Yes, constantly.

12 Q Did you say constantly.

13 A Consistently would be a better word.

15:37:50 14 Q Consistently. Do you know why he was missing
15 appointments?

16 A I'm not exactly sure how to answer that. I
17 don't know what his motive was for missing appointments.
18 But he would frequently miss the appointments because he
19 was napping, or he would go run an errand, or he'd be
15:37:57 20 supervising the construction crew, and then he would lose
21 track of time, I guess.

22 Q Did you work with Mr.-Johnson as well?

23 MR. WILSON: Excuse me. Your Honor, once again,
24 I apologize for interrupting, but I've got to lodge
15:38:15 25 my objection because I think this information that's

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:38:17 1 being elicited is not relevant to Mr.~Johnson's claim
2 against Mr.~Brock or Mr.~Brock's claim against
3 Mr.~Johnson. Working conditions ain't got nothing do
4 with it.

15:38:29 5 THE COURT: Okay. All right.
6 I'll give you a little bit of latitude, but I
7 want to make sure we're eliciting answers and
8 responses that are relative to the lawsuit between
9 the parties.

15:38:39 10 MR. NORSWORTHY: Certainly, Your Honor. We'd
11 like to show why Mr.~Brock wasn't able to pay
12 Mr.~Johnson.

13 THE COURT: And if it's relevant to that, then
14 I'm comfortable with it. But again, like I said,
15:38:50 15 we're just not here to disparage the Defendant.
16 We're not here to disparage the Plaintiff either.

17 MR. WILSON: If I might lodge as an additional
18 basis for my objection, these attempts to paint
19 Mr.~Brock as a bad guy, and he ain't a bad guy. And
15:38:58 20 I object to this continuing line of questioning.

21 THE COURT: And I think there's a general
22 understanding and agreement between parties that this
23 testimony is not elicited for the purpose of painting
24 the Defendant as a bad guy; is that correct, sir?

15:39:23 25 MR. NORSWORTHY: That's correct, Your Honor.

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:39:23 1 THE COURT: Well, then the jury knows that's not
2 the purpose of this testimony. The purpose is to
3 show what working conditions were like.

4 MR. NORSWORTHY: Certainly.

15:39:30 5 BY MR. NORSWORTHY:

6 Q So, as I was saying, you know Mr.~Johnson; is
7 that correct?

8 A Correct.

9 Q How long did y'all work together?

15:39:38 10 A Probably for a year. He left the company before
11 I did.

12 Q Were you there before him or did you come in
13 after?

14 A I came in after him.

15:39:46 15 Q And then when he left, you remained working
16 there?

17 A I did.

18 Q And you're aware of the litigation going on; is
19 that correct?

15:39:54 20 A Yes.

21 Q What did you know about the lawsuit?

22 A I don't understand the question.

23 Q I'm sorry, were you aware that Mr.~Johnson was
24 suing Mr.~Brock over this alleged agreement for the
15:40:07 25 clients that Mr.~Johnson brought to Mr.~Brock?

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:40:10

1 A Yes.

2 Q Okay. And as you -- when did you become aware
3 of the litigation?

4 A When Mr.~Johnson told me about it.

15:40:24

5 Q Okay. Mr.~Johnson and yourself were friends?

6 A Yes.

7 Q Okay. Did you develop a friendship over work?

8 A Yes, we did.

9 Q How often a week did you discuss work matters

15:40:39

10 with Mr.~Johnson?

11 A On a daily basis.

12 Q So y'all worked together almost every day?

13 A Yes.

14 Q And as we were discussing before, towards the

15:40:48

15 end of 2015, were you aware that Mr.~Johnson's hours were
16 cut?

17 A Yes.

18 Q Did Mr.~Johnson ever confide in you that he was
19 upset that he wasn't getting paid?

15:41:00

20 A Yes.

21 Q What was your reaction to that?

22 A I was upset for him because I had just finished
23 working an assignment for an attorney who had not paid me.

24 MR. WILSON: Excuse me. I'm not sure I

15:41:13

25 understand the relevance of this at all. Her

KRIS LANGVILLE-DIRECT BY MR. NORSWORTHY

15:41:17 1 reaction to Mr.-Johnson's difficulties has got no
2 bearing on this case at all.

3 THE COURT: I sustain.

4 BY MR. NORSWORTHY:

15:41:25 5 Q Ms. Langville, when Mr.-Johnson left the
6 employment of Mr.-Brock, you remained in contact with him;
7 is that correct?

8 A Yes.

9 Q And when he drew up documents to file suit
15:41:35 10 against Mr.-Brock, you looked over those documents and
11 give him advice, is that true?

12 A I give him suggestions on formatting his
13 documents, such as double spacing them, one-inch margins,
14 that kind of stuff.

15:41:48 15 Q And you're not an attorney, correct?

16 A No.

17 Q And you didn't tell him you were an attorney or
18 tell him you were giving him legal advice?

19 A No, I never presented myself as an attorney.

15:41:55 20 Q And you were still working for Mr.-Brock during
21 this period?

22 A Yes, I was.

23 Q So why would you help Mr.-Johnson, who was no
24 longer working there against your own employer?

15:42:04 25 A Because I felt what George was doing was wrong.

KRIS LANGVILLE-CROSS BY MR. WILSON

15:42:06 1 He hadn't paid an employee who did his work.

2 MR. NORSWORTHY: No further questions, Your
3 Honor.

4 THE COURT: Mr. Wilson.

15:42:15 5 CROSS-EXAMINATION

6 BY MR. WILSON:

7 Q Ms. Langville, you helped Ms. Carlson find a
8 lawyer, didn't you?

9 A No, I did not.

15:42:31 10 Q You didn't help her to find a lawyer to sue
11 Mr.-Brock?

12 A No, I did not.

13 Q Did you communicate with her about her case
14 against Mr.-Brock?

15:42:39 15 A A little bit in the beginning.

16 Q Yes, ma'am. You cheered her on, didn't you?

17 A Yes, I guess I did.

18 Q You encouraged her?

19 A Yes.

15:42:49 20 Q Okay. All the while being employed by
21 Mr.-Brock?

22 A Yes.

23 Q Yes, ma'am. And likewise, once Mr.-Johnson
24 brought his suit, you encouraged Mr.-Johnson as well,
15:43:02 25 didn't you?

KRIS LANGVILLE-CROSS BY MR. WILSON

15:43:03

1 A I did, yes.

2 Q Yes, ma'am. All the while employed by
3 Mr.~Brock?

4 A Yes.

15:43:07

5 Q Yes, ma'am. And I think Mr. Norsworthy asked
6 you about your legal aid to Mr.~Johnson, didn't he?

7 A He asked me if I helped Mr.~Brock -- Mr.~Johnson
8 with his complaint. I'm not sure if you consider it legal
9 aid.

15:43:25

10 Q Yes, ma'am. Are you practicing law here these
11 days?

12 A No, sir, I'm not an attorney.

13 Q No, ma'am. But your formed a judgment about
14 Mr.~Johnson's case against Mr.~Brock, isn't that true?

15:43:36

15 A I did form a judgment about the case and I'm
16 sure the jury will, too.

17 Q Do you remember in your deposition you described
18 for me that you were trying to support both of them to
19 bring justice in the two cases?

15:43:47

20 A That's correct.

21 Q Justice against Mr.~Brock while you're in
22 Mr.~Brock's employee?

23 A Correct.

24 Q Thank you. Ms. Langville, you were working for
15:44:12 25 George while his mom was dying?

KRIS LANGVILLE-CROSS BY MR. WILSON

15:44:16 1 A Yes, I believe so.

2 Q And you were not so supportive about that, were

3 you?

4 A I was very supportive of it.

15:44:23 5 Q Yes, ma'am.

6 A I was dealing with my own conflicts. My sister

7 was dying at the same time.

8 Q Yes, ma'am. But you told him that you supported

9 him, but you didn't express any sympathy for him on the

15:44:34 10 job?

11 A I expressed plenty of sympathy for him on the

12 job. I reschedule several clients. I tried to explain to

13 clients why he wasn't there. I tried to save clients when

14 they said they were going elsewhere.

15:44:46 15 Q And that sympathy was your way of showing

16 support for George because George was going through a hard

17 time?

18 A Yes, sir.

19 Q That's correct. Thank you. Now, likewise, you

15:44:59 20 typed up the document for Mr.~Johnson?

21 A What document?

22 Q The complaint?

23 A No, I did not type it.

24 Q What did you do? Exactly what did you do?

15:45:08 25 A I took the document that he had typed, I

KRIS LANGVILLE-CROSS BY MR. WILSON

15:45:13 1 modified the formatting of it because he had it all
2 single-spaced. It was all jumbled together. I helped him
3 with the caption, to make the caption -- which is the
4 heading of the -- front of document where the court puts
15:45:24 5 the parties, where they list the parties in the case. I
6 helped him to format that with the little squiggly lines
7 in between and the document -- that were on the right-hand
8 side of the paper. And I told him that he needed to
9 double space the paragraphs, so I double-spaced his
15:45:39 10 paragraphs.

11 Q So --

12 A I told him the way he had it, no judge would
13 ever read it.

14 Q So while the text may not have been your work,
15:45:46 15 the format was your work?

16 A That's correct.

17 Q And you're not practicing law?

18 A No, I'm not, but I did what any paralegal would
19 do in an office.

15:45:57 20 Q But you have a degree as a legal secretary?

21 A I do.

22 Q And you belong to various organizations and
23 assert things legally for them as well, don't you?

24 A I don't do legal work for any organizations that
15:46:06 25 I'm with?

KRIS LANGVILLE-CROSS BY MR. WILSON

15:46:08 1 Q Yes, ma'am. All this formatting and texting and
2 helping Donna and helping Mr.-Brock, not only were you in
3 Mr.-Brock's employ at the time, but you were using his
4 equipment to do it, weren't you?

15:46:42 5 A No, I was not.

6 Q Well, what equipment were you using?

7 A My home equipment.

8 Q I'm going to show you this. Will you take a
9 look at it?

15:47:01 10 A It's a letter from the IRS addressed to my
11 husband.

12 Q Why is there a letter from the IRS to your
13 husband, Ms. Langville?

14 A Do I have to answer that?

15:47:12 15 THE COURT: What's the relevancy of it?

16 MR. WILSON: Relevance of it is she's a disloyal
17 employee and she has steered work from Mr.-Brock.

18 THE COURT: Hold on. Hold on. You didn't have
19 to narrate that.

15:47:23 20 MR. WILSON: Ask me the question and I tried to

21 --

22 THE COURT: I understand. Y'all come on up.

23 (WHEREUPON, an off-the-record bench conference
24 was held in the presence of the jury but out of
15:47:28 25 the hearing of the jury.)

KRIS LANGVILLE-REDIRECT BY MR. NORSWORTHY

5:48:48

1 BY MR. WILSON:

2 Q One final thing, I promise you one final thing.
3 Why are you smiling, Ms. Langville?

15:48:56

4 A Because lawyer always say one final thing and
5 they don't mean it.

6 Q Well played, Ms. Langville.

7 THE COURT: I'll take judicial notice of that,
8 ladies and gentlemen.

9 BY MR. WILSON:

15:49:10

10 Q Ms. Langville, in the records in this case is
11 some materials that were sent from George Brock's
12 equipment to your husband's computer. What's that about?

13 A I'd have to look at the materials in order to
14 tell you.

15:49:30

15 MR. WILSON: Thank you.

16 REDIRECT EXAMINATION

17 BY MR. NORSWORTHY:

18 Q Ms. Langville, do you share an email with your
19 husband?

15:49:45

20 A I do.

21 Q So if documents were going to an address that
22 you share with your husband, they were for your benefit;
23 is that correct?

24 A Yes.

15:49:54

25 Q Okay. One final thing, did Defendant ever

KRIS LANGVILLE-REDIRECT BY MR. NORSWORTHY

15:49:57

1 correspond with you before your deposition?

2 A Did Defendant ever correspond with me for which
3 deposition?

4 Q Before the one in December of 2017?

15:50:10

5 A Yes.

6 Q What did he say to you?

7 A We talked about the case and he told me how his
8 deposition went.

15:50:21

9 Q Did he ever tell you that you might become a
10 party to the lawsuit?

11 A Yes, he did.

12 Q What was your reaction to that?

13 A I said that would be okay if it were to help
14 him.

15:50:31

15 Q You're speaking about the Defendant?

16 A Oh, no, I'm sorry. Can you start back at the
17 beginning. I'm getting the Defendant and the Plaintiff
18 mixed up.

15:50:42

19 Q Sure. Did Mr. Brock correspond with you via
20 email before your deposition in December in this matter?

21 A No, I don't believe so.

22 Q He did not. Did he after?

23 A Yes.

15:50:55

24 Q Okay. Can you tell me if this is one of the
25 emails?

KRIS LANGVILLE-REDIRECT BY MR. NORSWORTHY

15:50:59

1 A Yes, that's it.

2

3

4

MR. NORSWORTHY: Your Honor, we'd like to
introduce Exhibit 42. It's email between the
Defendant and the witness.

15:51:13

5

THE COURT: Is it marked already, sir?

6

MR. NORSWORTHY: It's marked already.

7

THE COURT: Mr. Wilson, no objection, sir?

8

MR. WILSON: I'm sorry. No objection. Haven't

9

seen it before, but it's fine.

15:51:25

10

THE COURT: Without objection, it's admitted.

11

(WHEREUPON, Plaintiff's Exhibit No. 42 was

12

admitted into evidence.)

13

BY MR. NORSWORTHY:

14

Q And your email, your Gmail, is it Bugaman (ph)

15:51:36

15

A Bugaman@gmail, yes, sir.

16

Q And Mr.-Brock's is

17

george@brocktaxsettlements.com?

18

A Yes.

19

Q And right here, you see here, it says -- right

15:51:52

20

here?

21

A You will not be added to the complaint since you
did tell the truth.

23

Q Do you know why he told you that?

24

A I don't know. I guess maybe he thought I was

15:52:06

25

going to lie in my deposition.

KRIS LANGVILLE-RECROSS BY MR. WILSON

5:52:09 1 Q Did he ever tell you beforehand that you might
2 become a defendant in this case?

3 A Yes, he did, when I worked for him.

4 Q How did you react to that?

15:52:19 5 A He told me that if he ever found out I was
6 helping Ron Johnson that he would add me to his compliant.

7 And I said, Go ahead.

8 MR. NORSWORTHY: No further questions, Your
9 Honor.

15:52:29 10 MR. WILSON: I've got a few more questions.

11 THE COURT: All right, sir. Limited to the
12 scope of redirect.

13 RECROSS-EXAMINATION

14 BY MR. WILSON:

15:52:41 15 Q You encouraged -- to use your words, you
16 encouraged Mr. ~Johnson's suit and Mr. Carlson's suit; is
17 that correct?

18 A That's correct.

19 Q Yes, ma'am. And that might be a basis for
15:52:50 20 terming you a disloyal employee, wouldn't it?

21 A It could be, yes.

22 Q Yes, ma'am. Thank you. I want to hand you this
23 packet of papers, which are some emails. Mr. Norsworthy
24 talked about emails. Would you just flip through those a
15:53:07 25 minute, please?

KRIS LANGVILLE-RECROSS BY MR. WILSON

15:53:09

1 A (The witness complies.)

2 Q Just for identification purposes, ma'am. I
3 don't need you to read each one.

15:53:38

4 A Okay. It looks like some things that we talked
5 about at the deposition.

6 Q Yes, ma'am, that's exactly correct.

7 A Okay.

15:53:49

8 Q And they show substantial communication with
9 Donna Carlson. And they show communication with
10 Mr.-Johnson. And they show, strangely enough, a whole
11 bunch of pages about how to present an offer and
12 compromise to a potential client, don't they?

15:54:09

13 MR. NORSWORTHY: Your Honor, I'll have to
14 object. This is not relevant to the cross. He's
15 supposed to --

16 MR. WILSON: You opened the door on your
17 redirect. You started talking about emails.

15:54:21

18 THE COURT: I understand. It needs to be
19 limited to the scope of redirect. And you talked
20 about emails. I don't think that's is a wide opening
21 of the door. I'll let you continue with this very
22 limited line of questioning. But I'd like for you to
23 wrap it up as quickly as possibly, please.

24 THE WITNESS: Can you repeat the question?

15:54:37

25 MR. WILSON: No, I have no further questions.

KRIS LANGVILLE-RECROSS BY MR. WILSON

15:54:40

1 THE WITNESS: Okay.

15:54:44

2 THE COURT: All right. Thank you, ma'am. You
3 may step down. If you'll take those emails and hand
4 them back to Mr. Wilson because I don't think they
5 were admitted.

6 THE WITNESS: Can I keep my letter addressed to
7 my house?

8 THE COURT: Yeah, you may keep your letter, yes,
9 ma'am.

15:55:01

10 THE WITNESS: Okay.

11 THE COURT: Mr. Norsworthy, you intend to call
12 any additional witnesses, sir?

15:55:09

13 MR. NORSWORTHY: No, Your Honor. The Plaintiff
14 is going to rest its case in chief and reserve the
15 right to rebuttal witnesses.

16 THE COURT: Okay. All right.

17 So just to question Mr. Wilson at this point, as
18 you stand here, do you know how many witnesses you
19 will call?

15:55:19

20 MR. WILSON: Right now, looks like two
21 witnesses, sir.

22 THE COURT: Okay. And I presume that is your
23 client and then who else?

24 MR. WILSON: Stephen Stokes, the CPA.

15:55:30

25 THE COURT: And do you have any idea, I'm not

15:55:31 1 holding you to it, I'm curious and I know the jury's
2 curious, how long do you think that your examination
3 of those two witnesses will last?

4 MR. WILSON: I took the Court's signal to get
15:55:39 5 this over with so all of us can go home at the
6 earliest possible time. And I give you my word.
7 It's not common currency in the real world that a
8 lawyer's word is his word, but I will get done by
9 this afternoon or in the morning.

15:55:53 10 THE COURT: Just know that I don't want to end
11 as soon as possible, I want to end before close of
12 business on Friday afternoon. So I'm not trying to
13 rush you, I'm just trying to make sure that we get it
14 in in the allotted time.

15:56:09 15 MR. WILSON: Yes, Your Honor.

16 THE COURT: Okay, ladies and gentlemen, we're
17 going to take a short break. There are several
18 issues and matters of law that I have to take up
19 before we move on to the Defendant's case. So, let
15:56:18 20 me hear those arguments and then we'll come back in
21 and we'll resume, okay... Thank you very much.

22 (WHEREUPON, the jury came into open court at
23 approximately 3:56 p.m.)

24 THE COURT: We'll take a five minute break and
15:56:53 25 we'll come back in.

15:56:53 1 Now, before I forget, that tape, Mr. Norsworthy,
2 that you introduced, what you need to do is get a
3 transcript of it.

4 MR. NORSWORTHY: Okay.

15:57:02 5 THE COURT: Then you need to bring it in and
6 give it to the court reporter. Now, that -- and
7 we'll make it a Court's Exhibit, the transcript. And
8 if the jury wants to hear the tape, we can bring them
9 back in and play the tape for them. But for purposes
10 of the record, we have to have some type of record
11 and something that memorializes the exhibit itself.

12 MR. NORSWORTHY: Okay.

13 THE COURT: So tonight, your homework, get me a
14 transcript of it. Let Mr. Wilson see it to make sure
15 that it substantially relates or transcribes the
16 material on the tape.

17 MR. NORSWORTHY: Okay. Now, the witness did
18 type it up already.

19 THE COURT: Y'all look at it. Let Mr. Wilson --
15:57:36 20 y'all talk about it. He's dancing around back there.

21 (WHEREUPON, a short break was taken.)

22 THE COURT: All right, back on the record.

23 Mr. Wilson, you can state any motions that you
24 have, sir?

16:06:24 25 MR. WILSON: Well, Judge Eppes use to say no to

16:06:27 1 motion and then sail right on by. But if Your Honor
2 please, I'd like to -- Mr.~Johnson has alleged as a
3 first cause of action breach of contract. It is
4 Mr.~Brock's position that there is not an enforceable
16:06:40 5 contract in this case. I think I adequately
6 demonstrated to the Court and to the jury that the
7 case -- that the agreement was to extend more than a
8 year. Therefore, it violates the statutes of frauds.
9 It's not writing. Therefore, there cannot be a
16:07:01 10 contractual basis for any recovery by Mr.~Johnson.
11 Just so, I'd the Court to dismiss the first cause of
12 action for breach of contract.

13 The second cause of action, breach of contract,
14 fraudulent act. On the third cause of action, he's
16:07:11 15 alleged a claim for fraud and misrepresentation. He
16 has shown no intention to defraud. He has shown no
17 misrepresentations by Mr.~Brock. He has simply shown
18 that there was an alleged agreement, which he alleges
19 that Mr.~Brock breached. I'd ask Your Honor to
16:07:35 20 consider dismissing that claim.

21 The fourth claim is estoppel of unjust
22 enrichment. Once again, he hasn't shown, I don't
23 believe, that Mr.~Brock took money that he owes
24 Mr.~Johnson, except under the alleged contract. And
16:07:56 25 if he's been paid by the customers, he paid

16:07:59

1

Mr.-Johnson for doing the customers' work. So

2

there's no -- there's no unjust enrichment there.

3

4

16:08:16

5

The next one is conversion. The money that was paid to Mr.-Brock's firm was paid to Mr.-Brock's firm for services rendered to the client. And it was not converted, it was used by Mr.-Brock. There's no evidence that it's been converted to Mr.-Brock's personal use.

6

7

8

16:08:31

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16:08:50

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16:09:11

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16:09:23

25

Unfair trade practices. Your Honor, Mr.-Brock is a CPA, which is subject to the LLR. And I believe that the common law is and the statute provides that for businesses and professions that are regulated -- that are a regulatory agency that an action for unfair trade practice is not actionable. You have to go to the regulatory agency. I'd ask Your Honor to throw that one out as well.

He has a claim for wage payment act.

Mr.-Johnson acknowledged both in this deposition and in his testimony today that Mr.-Brock had paid him all the wages that he had earned at \$30 an hour.

There's no claim there.

Based on that, Your Honor, I'd ask Your Honor to dismiss the claims, all of the claims of Mr.-Johnson. Thank you.

THE COURT: All right, Mr. Norsworthy, I'll let

16:09:25 1 you respond, but let's go by cause of action. I
2 guess the first one I have with respect to the breach
3 of contract is, is he claiming damages just through
4 the end of 2016?

16:09:37 5 MR. NORSWORTHY: For the breach of contract,
6 Your Honor, that was a straightforward claim for the
7 9,000, so, yes.

8 THE COURT: All right. He's not claiming
9 anything beyond the year which he claims that
16:09:50 10 original term was for?

11 MR. NORSWORTHY: We continue to maintain that
12 all of those -- that this agreement was not for a
13 year, it was for as soon as this money came in and go
14 back out. So it was only for work that was completed
16:10:03 15 in 2015.

16 THE COURT: Okay. All right. Good enough. All
17 right. What's the fraudulent misrepresentation?

18 MR. NORSWORTHY: We believe that the Defendant
19 had no intention whatsoever to ever pay the Plaintiff
16:10:20 20 for these clients, that he misrepresented to the
21 Plaintiff -- or excuse me, to the Plaintiff that he
22 misrepresented that he would pay this amount in order
23 to increase the valuation of his business for sale.
24 We believe that misrepresentation was material and it
16:10:35 25 caused damage to the Plaintiff.

16:10:40

1

THE COURT: And what -- the representation,
essentially, was ab initio that if you work for me,
I'll pay you? Or if you bring clients to me, I'll
pay for the value of those clients?

16:10:55

5

MR. NORSWORTHY: Correct, Your Honor. If you
bring clients to me, I will pay you based on the
clients' first year billables.

8

THE COURT: Okay. All right. You can go on to
the remaining causes of action, sir.

16:11:12

10

MR. NORSWORTHY: Your Honor, the fourth cause of
action was for estoppel and unjust enrichment. The
Defendant has conceded that, though, the money might
not have gone into his pocket, it's certainly been
withheld from Plaintiff despite the parties'

16:11:31

15

agreement. Otherwise, and thus, he's been enriched
by this -- by this payment without performing at any
level on this agreement they had. As far as -- I
mean, there's been zero payment on it, Your Honor.
Plaintiff testified that he could have kept these
clients and done their taxes on his own. He had the
credentials to do. And he bargained for expense for
his labors with the Defendant.

16:11:52

20

23

THE COURT: All right. You can move on to the
next cause of action.

16:12:08

25

MR. NORSWORTHY: Sure. Conversion, Your Honor,

16:12:08 1 again, Defendant was paid under these new clients and
2 Plaintiff doesn't know what happened to that money
3 that he was owed and we believe -- whether or not
4 it's in Defendant's personal care, it's been spent on
16:12:21 5 cost or whatever, it was supposed to go to Plaintiff
6 and it did not.

7 Unfair trade practices act, Your Honor. The
8 Defendant seems to be in the business of buying and
9 selling CPA firms. I believe he testified in his
16:12:35 10 deposition that he's sold parts of his business in
11 the past and, therefore, there's a chance of
12 repetition here. We believe that the unfair act of
13 taking on clients for which he was not prepared to
14 pay for such was in violation of the act.

16:12:54 15 Finally, the wage payment act, as Your Honor is
16 aware, no matter what the parties' original agreement
17 was, the facts of the case are that he hired
18 Plaintiff. Plaintiff took up a desk and worked in
19 his office certain hours a week. The Plaintiff was
16:13:15 20 given business cards and he sent out correspondence
21 on letterhead. And we would argue that even if this
22 was a side agreement, that commissions are included
23 in that act. Just as a salesman would be subject to
24 the wage payment act to his commissions on sales. So
16:13:35 25 that's our position, Your Honor.

6:13:36 1 THE COURT: Okay. Thank you. This is what I'm
2 going to do. With respect to the breach of contract,
3 I'm going to deny the motion for directed verdict. I
4 agree that if it goes beyond a year, it would be
16:13:49 5 required to be in writing. But the only damages that
6 are requested in this suit are the ones that are
7 contained within that one year. His testimony was
8 clear that it was within the one -- it was only for
9 that first year.

16:14:05 10 With respect to fraud, I'm going to take that
11 under advisement. I'm going to listen to continued
12 testimony with respect to fraud. I will tell you
13 right now that as I sit here, I'm dubious that
14 there's evidence in the record of fraud. That is
16:14:20 15 credible evidence that could overcome the heightened
16 burden of clear and convincing evidence. I don't
17 think this is a fraud case. I think this is a breach
18 of contract case. So I'm going to take it under
19 advisement and I'll look at it further.

16:14:33 20 I'm comfortable that there's evidence in the
21 record of unjust enrichment. I'm comfortable with
22 the conversion, I think, but I'm going to take it
23 under advisement and I'm going to look very clearly
24 at the specific law with respect to conversion and
16:14:50 25 see if it applies to the type of property that's

16:14:55

1 being discussed in this case.

16:15:09

2 Unfair trade practices, I'm going to grant the
3 motion with respect to unfair trade practices. What
4 you've articulated on the record is that he's in the
5 business of buying and selling CPA firms. Well, if
6 that's the case, then the Plaintiff in this lawsuit
7 doesn't have standing to bring an unfair trade
8 practices suit because he never bought one nor was he
9 ever in the market to purchase one, at least, not
10 from this Defendant. I also think that in as much as
11 all of the -- of the gravamen of this complaint is as
12 to an employee, it's not a service being extended to
13 members of the public as contemplated under the
14 statute. So I'll grant that.

16:15:43

15 With respect to the wage claim, I'm going to
16 take that under advisement as well. I believe -- and
17 I'm not looking at the law, but I believe under the
18 law that the 80 percent can classify as wages. But I
19 want to look at that with particularity to make sure
20 that I'm -- that that's right. I think that under
21 the law any form of remuneration falls under the act.
22 And I want to confirm that before I say yes or no to
23 that, okay. It will be entirely dependent on what
24 the statute says and what the attendant case law says
25 as well.

16:16:15

6:16:16

1

MR. NORSWORTHY: Thank you, Your Honor.

2

THE COURT: All right. So anything further?

3

(There was no response.)

4

THE COURT: Okay. Who's going to be your first

16:16:26

5

witness? Is it going to be your client, Mr. Wilson?

6

MR. WILSON: If it please the Court, I was going

7

to call Mr. Brock this afternoon and let him endure

8

my examination and probably cross-examination in the

9

morning. And then -- if I might suggest a schedule

16:16:42

10

to Your Honor. And then Stephen Stokes, who was

11

spooked as a potential buyer by Mr. Johnson, come

12

over here tomorrow morning.

13

THE COURT: What I prefer is to try to get in

14

all of his testimony this afternoon. But you're

16:16:53

15

right, if we can't, we can't.

16

MR. WILSON: Can I have a moment or two to

17

organize my array?

18

THE COURT: Yes, sir. Yes, sir.

19

I'll take a break and I'll come back in in about

16:17:04

20

five minutes, okay.

21

MR. WILSON: Thank you, sir.

22

THE COURT: Yes, sir.

23

(WHEREUPON, a short break was taken.)

24

(WHEREUPON, the jury came into open court at

16:26:17

25

approximately 4:26 p.m.)

16:26:20

1

THE COURT: All right, ladies and gentlemen of

2

the jury, welcome back. We've handled all the issues

3

that we have. Now, you heard Mr. Wilson indicate

4

that he thinks he had one witness, his client, who

16:26:35

5

may be a little bit longer, and then another witness

6

as well. Then there may be some reply testimony from

7

the Plaintiff. Generally speaking, when we have

8

reply testimony from the Plaintiff, it's generally

9

short and it's specifically designed to address

16:26:50

10

something that came out in the Defendant's case.

11

So as we sit here right now, I think what we're

12

going to try to do get in, at the very least, the

13

very least Mr. Brock's direct examination this

14

afternoon. Depending on where we stand, we might go

16:27:05

15

ahead and get all of his testimony out of the way,

16

particularly in as much as I told you this morning,

17

that we might go a little bit later. And then we'll

18

come back and we'll hear the remainder of the case.

19

The reason that I say that is because y'all need

16:27:21

20

time to deliberate. And I want to give you as much

21

time to deliberate as possible. Juries can

22

deliberate for 10 minutes, they can deliberate for 10

23

hours. It's entirely up to you how long you want to

24

sit and you want to talk about it and deliberate. So

16:27:34

25

I want the evidence to be completed so you'll have a

16:27:38

1

substantial and a satisfactory time to deliberate
after you get the charge.

2

3

So that means that we're still trying to push to
get everything in the record as quickly as we can

4

16:27:53

5

without compromising the fairness of the trial, the
ability of the parties to present their cases.

6

7

MR. WILSON: May it please the Court?

8

THE COURT: Yes, sir.

9

MR. WILSON: Mr.-Brock.

16:28:04

10

Place your left hand on the Bible, raise your
right hand.

11

12

GEORGE BROCK, after being duly sworn, testified
as follows:

13

14

THE CLERK: State your name, please.

16:28:18

15

THE WITNESS: George Brock.

16

THE CLERK: Thank you, please be seated.

17

DIRECT EXAMINATION

18

BY MR. WILSON:

19

Q Mr.-Brock, what's your business?

16:28:33

20

A I'm a CPA.

21

Q How long you been one?.....

22

A Since 1976.

23

Q Did you go to college or school to get there?

24

A Yes, I did. Went to Clemson University.

16:28:46

25

Q Sorry about that.

GEORGE BROCK-DIRECT BY MR. WILSON

16:28:47 1 A I know.

2 Q After you got out, did you have to go through

3 exams and things to get the CPA license?

4 A Yes, I did.

16:28:55 5 Q Would you describe to the jury what that

6 entails?

7 A It's passing an exam for a -- four-part CPA

8 exam. It's about three days.

9 Q How did you do on the test?

16:29:12 10 A I evidently passed it. They gave me my letter,

11 so.

12 Q How old were you?

13 A I was 24 when I passed the CPA exam.

14 Q Yes, sir. And compared to other CPAs, is that

16:29:25 15 young, old, immature, juvenile?

16 A I was pretty young. I was the youngest CPA to

17 ever start a practice in the State of South Carolina.

18 Q Did you start out with somebody else?

19 A No, I started out in a \$50 a month room with one

16:29:42 20 client in Mauldin, South Carolina.

21 Q Yes, sir.

22 A It was just me and an answering machine.

23 Q And did you grow and nurture your own business,

24 sir?

16:29:51 25 A I did.

GEORGE BROCK-DIRECT BY MR. WILSON

16:29:52

1 Q How does a CPA attract potential clients?

2 A Mainly, referrals. And back in those day, there
3 were no computers, they did returns by hand. You just got
4 referrals. And you couldn't advertise back in those days.

16:30:11

5 It had to be almost totally referrals.

6 Q Have we got TV CPAs now like lawyers?

7 A Yes, we do.

8 Q Oh, my. Did you -- what was the date on which
9 you started that \$50-room down in Clemson -- I mean, down
16:30:30 10 in Mauldin?

11 A September 1976.

12 Q Seventy-six?

13 A Uh-huh.

14 Q So you've been at it for 42 years now?

16:30:40

15 A That's exactly right.

16 Q What kind CPA work do you do, sir?

17 A Well, I had a general practice for a number of
18 years. I did retire for about an eight year period -- not
19 retire, I was solo practicing, did some other work. And I
16:30:57 20 went back to my former partner and -- I retired, didn't

21 retire, just left for other things in 1993. Then I went

22 back in practice in 1999. Went back with the same partner

23 I had when I left. And I stayed with him up until five

24 years ago. We got too big for one house and he moved down

16:31:22

25 the street and we had separate practices. So I continued

GEORGE BROCK-DIRECT BY MR. WILSON

16:31:27 1 on for a couple of years.

2 And I was attempting to sell my practice
3 when -- during 2015. I had a lot of things going on. My
4 mother was sick with Alzheimer's. I was turning over some
16:31:46 5 things to some employees. I understand they said some
6 derogatory things about me. I'm sorry for that. But you
7 know, I did watch my mother die of Alzheimer's in August
8 of 2015.

9 And Mr. Johnson started working for me in
16:32:07 10 the beginning of 2015. And he got in the head of some of
11 my employees, obviously, as you heard the testimony. He
12 got in the head of a lot of my clients. He was sending
13 documents to his personal address. He stole ever tax
14 package that I had. We've ask for his computers numerous
16:32:24 15 times and he's refused to turn them over.

16 But anyway, I went through some hard times
17 in 2015. And I was planning to sell the practice in '15.
18 I had an IT guy that worked for me. He could access
19 anything --

16:32:43 20 Q What's an IT guy, sir?

21 A A computer technician, a computer expert.

22 Q Yes, sir.

23 A And he worked for me. And he, I guess,
24 disbursed around everything about the selling of my
16:32:59 25 practice. I didn't know that at the time. But everything

GEORGE BROCK-DIRECT BY MR. WILSON

16:33:03 1 I was -- all my private emails got to Mr.~Johnson, and
2 everybody else, evidently, because he said it was floating
3 around the office. And so I had a contract with Stephen
4 Stokes, CPA, who will be here tomorrow. But I was hoping
16:33:22 5 to retire and go to Cashiers, North Carolina about half
6 the time and work about half the time.

7 Mr.~Johnson was interviewing with this Gary
8 Wheeler, CPA. And according to Mr. Stokes' testimony and
9 his affidavit, there was derogatory things that came back
16:33:44 10 from Gary Wheeler about me. And I never did pursue Gary
11 Wheeler. But -- that was in December '15. And so by the
12 beginning of '16, you know, tax season started. So Steven
13 Stokes and I decided to put things off.

14 And meanwhile, I started negotiating
16:34:17 15 another contract that was to close in July of '16. And
16 during this time, I was negotiating for jobs for my
17 people. Even Donna Carlson, after she left, I sent her an
18 email that she could still interview with this new firm.
19 But they all, I guess, were reading my emails, reading my
16:34:42 20 contracts, talking amongst one another. And I was trying
21 to see my mother. Like I said, she died August 16th,
22 2015. So I was going through that all year long.
23 Meanwhile, my practice was left up to Mr.~Johnson.

24 And I'm sure there was some dissatisfied
16:35:07 25 clients, but I was trying to hold it together. But, you

GEORGE BROCK-DIRECT BY MR. WILSON

16:35:11 1 know, I've got a Better Business Bureau of A+. I'm
2 accredited. I've been honored by ten of the top for 40
3 years of service in the upstate of South Carolina. And
4 I've got a good reputation. And I always try to treat my
16:35:33 5 clients fairly. And, you know, it's time to leave and do
6 something else. I have heart problems. I have -- I'm
7 getting old. Not as old as Mr. Wilson here, but I'm
8 getting old. But Mr. Wilson has been a friend of mine for
9 many years. He worked four doors up.

16:35:53 10 But anyway, I was trying to negotiate these
11 things. Of course, I couldn't talk to anybody at the
12 office. But you'll see that I was trying to get everybody
13 a job. I mean, I wasn't trying to hurt anybody. It was
14 just -- I'm 66 years old, okay. I mean, they should have
16:36:12 15 seen the writing on the wall anyway.

16 So Mr. Johnson got into my stuff. When he
17 filed his compliant -- well, first of all, the first
18 agreement was -- well, it was just kind of put off between
19 me and Mr. Stokes.

16:36:29 20 Q May I stop you there, sir?

21 A Yes.

22 Q Can I hand you Plaintiff's Exhibit 6?

23 A Yes.

24 Q And it's marked 6A and 6B.

16:36:39 25 A Yes.

GEORGE BROCK-DIRECT BY MR. WILSON

16:36:41 1 Q Sir, what provision, if any, is there in
2 there -- in your negotiations with Stephen Stokes, what
3 provision did you make for continued and future employment
4 for your staff?

16:36:56 5 A See if there's anything. There's nothing in
6 here. I believe there's an exhibit that Mr.~Johnson put
7 on the website somewhere that I asked for 90 days
8 employment for all -- well -- for all my employees and for
9 him to decide which ones he would keep. And he was
16:37:22 10 interested in keeping two to three of them. And he did
11 take one.

12 Q This is Mr. Stokes?

13 A Yeah, Mr. Stokes, the purchaser. He was wanting
14 to interview Mr.~Johnson until he found out what kind of
16:37:34 15 person he was. But -- and even Donna Carlson had an
16 interview, which she refused to go to, the lady that
17 cried. I'm sorry, she feels that way. I mean, I would
18 feel the same way losing my job. But I've loaned her
19 money over the years that she never paid back. I gave her
16:37:48 20 a job whenever she wanted it.

21 The contract that she says I told her to
22 sign, I asked her to do her own research. There was
23 actually three contracts - or affidavits, and not just
24 two. There was one that she didn't sign. And there was
16:38:12 25 one that I said just do your own research and tell me what

GEORGE BROCK-DIRECT BY MR. WILSON

16:38:16 1 it is. And, you know, then sign it. But she didn't do
2 that. And so that's what happened between Donna and
3 myself.

16:38:31 4 Q If I may again interrupt you, sir? May I direct
5 your attention to Page 2 of 6A? And up at the top, what
6 does that show?

7 A It shows Donna and it's got her last name, but
8 it's marked out. And she did clerical, billing,
9 bookkeeping. Jeremy did IT, bookkeeping, tax. Kris
16:38:43 10 Langville, bookkeeping, clerical. And Ron Johnson, what
11 he did. And the next sentence, I'm asking to keep them 90
12 days until you figure this out.

13 Q And was this your first overture to Mr. Stokes
14 in your negotiations?

16:38:59 15 A Yes, I was trying to give everybody a job. I
16 mean, I was leaving and there were qualified people there
17 at my firm. And if I wasn't going to work, maybe they
18 could work, you know, and take up some of the slack. And
19 he was very interested, as Mr. Stokes said in his
16:39:17 20 deposition, to hiring some of the people. But it was like
21 a conspiracy in my office instigated by Mr. Johnson. I
22 mean, he was kind of the older guy. You know, I was down
23 with my mother. I was down with trying to sell my
24 practice. These things got floated around.

16:39:38 25 Then in the -- what really happened that

GEORGE BROCK-DIRECT BY MR. WILSON

16:39:38 1 hurt things -- and by the way, this is not about those
2 clients, okay, I'm just going to say that, that he turned
3 over to me. If you sell somebody something, you can't
4 keep the keys and go drive it off later. He's already
16:39:53 5 read there on the screen where he wrote them a letter on
6 the 14th of January saying come to my private practice.
7 Now, did he sell me those clients? I've already paid him
8 50 to 60 percent of the fees generated by those clients.
9 And then was I going to pay him 80 percent more and then

16:40:19 10 --

11 Q Why does that not make good sense, Mr. Brock?

12 A I'm a CPA. I mean, true, I bought -- sold part
13 of my practice before. I sold part of my practice before.
14 You have a five-year non-compete agreement, or a
16:40:29 15 three-year non-compete agreement. He had a zero-day
16 non-compete agreement. He sold them, worked for them, got
17 60 percent of the money for working on them. Then he
18 wanted me to pay 80 percent and then take them back in his
19 private practice and then he was going to sell them to
16:40:29 20 Stephen Stokes.

21 Q Tell me about the 80 percent. This alleged
22 agreement, what was your understanding of the agreement?

23 A My understanding was that when they came -- and
24 I sent him numerous emails. I sent him an email and said,
16:41:02 25 you know, when these clients come back for the next year,

GEORGE BROCK-DIRECT BY MR. WILSON

16:41:06 1 then he gets -- he gets the money.

2 Q Why is that an important condition?

3 A Well, he hadn't gave them to me unless they come

4 back. I mean, it's like you go and sell somebody a car

16:41:16 5 and going and getting them and driving them back. And

6 believe me, he did more than four of those returns. One

7 time, he said seven, then he said four. I noticed that

8 earlier. There were 12 of those. And if you really count

9 them, some of those clients were corporations, which were,

16:41:36 10 you know, an extension of an individual tax return. So

11 really, it's only about nine. And he did seven of the

12 returns. One client came to me for \$300.

13 Q How many of these clients were there, sir?

14 A There were nine, but -- there were 12, but if

16:41:51 15 you look at -- you know, if you condense it to the parties

16 involved, you know, that owned corporations, they were

17 only probably nine.

18 Q Yes, sir.

19 A And he did seven of them. I did one. I got

16:41:59 20 \$300 out of all of that and he's suing me for 11 or

21 12,000.

22 Q According to your version or the terms in this

23 alleged agreement, how many came back the second year,

24 sir?

16:42:14 25 A One.

GEORGE BROCK-DIRECT BY MR. WILSON

16:42:14 1 Q And how much did you make out of that?

2 A 300 dollars.

3 Q Yes, sir.

4 A That was just -- I was telling you about that,

16:42:23 5 that lawsuit. It was intimidation. Totally and

6 completely intimidation. Okay, we mentioned -- we

7 mentioned these MILBROs and these -- that got sued and

8 these Diwoods and these -- you know, Diwood is my condo

9 that I own 50 percent with in North Carolina. What does

16:42:48 10 it have to do with our lawsuit? He was just trying to

11 intimidate me. It wasn't about moving money around. I

12 filed a tax return for every one of those. I might have

13 taken some money out and put it over here, but I have a

14 right to do that.

16:43:01 15 I'm an accountant. I'm not going to -- I'm

16 not going to fraudulently file my own tax return. That's

17 ludicrous. Yes, he tried to intimidate me. He put my

18 contracts up on -- this is his own exhibit, 6A. This is

19 my first contract in December. He found it in December.

16:43:21 20 Okay. He pulled it down December the 15th of '15.

21 Q Did you leave this contract lying around your
22 office?

23 A No, I didn't. It was in my computer in my

24 private email on my computer.

16:43:34 25 Q And the second one, 6B, did you leave that one

GEORGE BROCK-DIRECT BY MR. WILSON

16:43:37 1 lying around?

2 A No, I didn't.

3 Q How did that get into the hands of Mr.~Johnson,
4 sir?

16:43:42 5 A Well, according to him, it was floating around
6 the office. Now, I don't know why it was floating around
7 the office. It was as secure as it could be as far as I
8 was concerned. But like I said, I had an IT guy and I'd
9 leave my computer open, maybe go to lunch or whatever.

16:43:56 10 They would all congregate into my office and see what's
11 going on. I'm sorry, it was like a conspiracy, you know.
12 I mean, we thought about suing everybody. I mean, this is
13 my complete staff was after me.

16:44:17 14 Q Tell the jury if you would what happened with
15 the Donna Carlson incident that she brought a suit about
16 and later dropped. What happened?

17 A Well, she said I -- well by -- by this time, I
18 think she testified she sued me in June of '16, I believe.

19 Q Yes, sir.

16:44:33 20 A Well, it was common knowledge I was closing down
21 and turning my practice over to Stephen Stokes in that
22 time frame. But it's been several little contracts that
23 had to be changed because of Mr.~Johnson's doings and some
24 of his actions. And I totally blame this initial contract
16:44:57 25 not going through because of him. And I totally blame the

GEORGE BROCK-DIRECT BY MR. WILSON

16:45:02 1 second contract not going through because he sued me. Who
2 wants to buy a lawsuit? You know, you can't just talk
3 about somebody and do things, then sue them. That will
4 mess things up. That's like a wrench in the soup.

16:45:18 5 So, he just intimidated me -- or tried to.
6 And believe me, I could have walked away lots of times
7 with no money because his suit is frivolous. But I'm here
8 today because I want some justice. And I'm just -- you
9 know, got pushed around.

16:45:37 10 Q What kind of justice you want, Mr. Brock?

11 A Well, if I go back and go to the time frame, I
12 hired Mr. Johnson in February. And he was suing his
13 previous employer. And the reason he won that case was
14 because the guy was sick, didn't show up. That's the only
16:45:56 15 reason he won it, okay. Because the guy had countersued
16 him. So yeah, he won the case against the previous
17 employer, so he thought that was a good thing. So he come
18 in, he saw I had a good thing going, so he wanted a piece
19 of the action, all right. And then he brought in some
16:45:56 20 clients. Okay, so I paid him to do those clients.

21 And then on January the 17th, my
22 understanding was -- he always said I was supposed to pay
23 him during that year. No, I was supposed to pay him when
24 they came back for '16. I mean, I don't have a client
16:46:29 25 unless he comes back. My non-compete is five years with

GEORGE BROCK-DIRECT BY MR. WILSON

16:46:33 1 Mr. Stokes. I finally sold it. I had take to some hits
2 because of Mr.~Johnson, but I signed a non-compete for
3 five years.

4 Mr.~Johnson -- if I did have a contract,
16:46:47 5 which I don't know that I did, but yeah, I was going to
6 pay him for them. But they had to come back. And I sent
7 him an email and he said he didn't understand why it was
8 May 31st. Well, May 31st, I'd know that they come back.
9 Yeah, he was wanting to get his money early.

16:47:04 10 Q Did the terms of this so-called agreement or
11 arrangement, did those clients come back?

12 A One came back.

13 Q Yes, sir.

14 A He solicited and he showed on his door he tried
16:47:13 15 with -- smoke and mirrors tried to confuse everybody that
16 they had an option to go to him or go to me. Well, he had
17 already sold them to me. What's he going up and getting
18 them again, you know.

19 Q Let's return to Donna Carlson. What happened?

16:47:25 20 A Okay, Donna Carlson, true, she's been a friend
21 for 17 years. And she would need some money and I would
22 give her a job. She'd do Christmas cards. She'd do
23 whatever, you know, just to make a few bucks. I mean, she
24 has a child at home. I felt sorry for her. She'd call
16:47:35 25 and I'd find her something to do, whether it was running

GEORGE BROCK-DIRECT BY MR. WILSON

16:47:35 1 around picking up stuff. And she came into the office,
2 okay, finally, and started work.

3 Well, she didn't agree with -- you know, I
4 did some research. And out of the 12 -- see, we have a
16:48:03 5 contact package at work. And out of the 12 supposedly
6 clients sold to me, I had one email address. You know, if
7 you bring in a client, it's your to put an email address
8 in there. Several of the phone numbers were wrong. I
9 probably had three phone numbers. I couldn't even contact
16:48:26 10 these people.

11 So I asked Donna to go into the package
12 and -- I had it all written down. I said put this in
13 there because this is what I found. There wasn't an email
14 address on all of these. Put it in a contract, I already
16:48:30 15 did it and she didn't like it. I said, okay, here's what
16 you do. You just go in there and do your own contract, do
17 your own affidavit. And I didn't think it was big deal,
18 you know. But she had gotten so friendly with Mr. Johnson
19 --

16:48:56 20 Q You mean affidavit, sir?

21 A Affidavit. She wouldn't do any affidavit. I
22 mean, the only one she did was that said nothing. So, you
23 know, I don't think I needed her to work there. I didn't
24 need any of them to work there. They were working against
16:49:08 25 me, every one of them. Jay, the IT guy, he was bringing

GEORGE BROCK-DIRECT BY MR. WILSON

16:49:15 1 this stuff out to everybody and floating it around the
2 office. Langville, she typed -- and she said she didn't,
3 but I've got proof that she did because I put a key lock
4 on her computer. She typed the complaint on my computer,
16:49:30 5 on my time, under my dime for this Mr.~Johnson right here.
6 I mean, that's really getting into your people. Okay, so
7 that's what she did.

8 Then Donna, you know, I feel sorry for
9 Donna. But I couldn't have her working for me. I mean,
16:49:47 10 it was just -- she was so in favor of Mr.~Johnson. They
11 all got into a little conspiracy there. And I was trying
12 to sell the firm. They all thought they were going to
13 lose their job, but I was trying to get them a job. I
14 don't know what more I could have done for them all.

16:50:07 15 Q Now, let me ask you this, I'm showing you 6A and
16 6B, which were the two proposed contracts between you and
17 Mr. Stokes?

18 A Yes.

19 Q Is that right?

16:50:18 20 A Yes.

21 Q What contract did you eventually sign with
22 Mr. Stokes?

23 A Well, what happened is --

24 Q If you would describe the terms.

16:50:24 25 A Okay, the third contract? Okay, I was covering

GEORGE BROCK-DIRECT BY MR. WILSON

16:50:28 1 this thing about Donna's lawsuit. And I don't throw smoke
2 and mirrors like Mr.~Johnson does. If I can answer the
3 question, I'm a CPA. What happened with Donna Carlson is
4 she sued me for -- it was --

16:50:43 5 Q Wrongful termination?

6 A Wrongful termination in June when I was closing
7 my practice in July. I mean, what sense does that make?
8 I mean, that's 30 days, okay. If she had won, what would
9 she have gotten, 30 days of pay? I mean, I don't

16:50:54 10 understand it. But anyway, she dropped her lawsuit. And
11 because -- it was nothing there in the first place.

12 And, you know, at that time, we were
13 already -- we were trying to close this practice at the
14 end of July. By then, you know, all the horses are out,
16:51:11 15 you know. Everybody knew what was going on. But even
16 after July, I gave her -- I got her an interview for
17 Stokes and she didn't show up.

18 Q Now, if you will -- I jumped ahead of you, but
19 if you would tell the jury what were the terms of the
16:51:30 20 contract that actually was signed and closed with
21 Mr. Stokes?

22 A Okay. The one that I finally closed with
23 Mr. Stokes -- two contracts that Mr.~Johnson
24 inappropriately put on the county documents, which you can
16:51:48 25 Google my name, George Brock, CPA, and you can find this

GEORGE BROCK-DIRECT BY MR. WILSON

16:51:52 1 contract. Now, when you're selling a practice, that's not
2 very good business. Plus, he -- a lot of other things.
3 His complaint was that big because he was -- any
4 defamatory information he could find, emails or whatever,
16:52:04 5 he put it on that complaint. It's still there and it will
6 be there because you can Google it. I mean, it's going to
7 be there forever. But the one that I initially agreed on
8 was \$370,000. And that was verbally. That was December
9 '15. And then was trying to close another one that was
16:52:31 10 about the same in June.

11 Q June of 2016?

12 A Sixteen.

13 Q Yes, sir.

14 A And the one I actually closed was just whatever
16:52:43 15 comes in, you get paid for it, nothing else. So, the
16 contract totally turned around. Okay. There's no set
17 money. I mean, it could be like getting nothing next
18 year. If all the clients leave, I get zero. I have,
19 thankfully, gotten some money this year. But I work every
16:53:06 20 day to keep those clients over there happy. I answer
21 their phone calls with no pay. I meet with them with no
22 pay. I even do their return sometime for no pay just to
23 keep them with Mr. Stokes. Because that's the only way I
24 was going to get paid.

16:53:22 25 Under this contract, right on front, second

GEORGE BROCK-DIRECT BY MR. WILSON

16:53:24 1 sentence, purchase price 370. Okay. I would have had
2 that in the bank, okay. But Mr.~Johnson goes and
3 interviews people, says all this bad stuff about me, gets
4 back to Stokes, Stokes calls me. I said, okay, let's just
16:53:43 5 put it off. So then during tax season, I start crafting
6 another agreement. And I was writing them myself. So
7 somehow, you know, I guess same way, Mr.~Johnson got ahold
8 of it. That was the second contract.

9 Q What was the date of the second one, sir?

16:54:01 10 A It was going to be closed in July 31st of '16.

11 Q Yes, sir... When was it drafted, sir?

12 A It was drafted in -- it was drafted in February
13 of '16.

14 Q After Mr.~Johnson had left?

16:54:30 15 A I'm trying to find some -- I can't truthfully
16 say it was -- I can say this, it was February of '16 and
17 he left early February. So it's probably after he left,
18 he got ahold of this contract.

19 Q Yes, sir.

16:54:46 20 A Probably, but I can't confirm that fact.

21 THE COURT: Could you hold on a second so she
22 can mark something?

23 (WHEREUPON, Defendant's Exhibit No. 1 was marked
24 for identification only.)

16:55:13 25 MR. WILSON: Mr. Norsworthy, I think I've

GEORGE BROCK-DIRECT BY MR. WILSON

16:55:14

1

already shown it.

2

MR. NORSWORTHY: No objection with that.

3

(WHEREUPON, Defendant's Exhibit No. 1 was

4

admitted into evidence.)

16:55:17

5

BY MR. WILSON:

6

Q This is Defendant's Exhibit 1, would you

7

identify that document, please, sir?

8

A You. This is the final agreement that Stokes

9

and I signed on December 16th, 2016.

16:55:31

10

Q All right, sir. Who drafted that agreement?

11

A You did.

12

Q Thank you. Let me ask you this, when we closed

13

that agreement, what were -- I think you described the

14

terms generally. Would you take a look at that document

16:55:46

15

and specifically tell the jury, who will have a chance to

16

look at the document, but will you tell them what the

17

difference between the first two, 6A and B, and that one

18

is, what the differences may be?

19

A Okay. This one -- I'll start with this one.

16:56:00

20

I've already went over the first one. I got \$370,000, you

21

know. And it was based on billings. I got 1.08 times

22

billings, which, really, the real number would have been

23

around 360,000 because we were going to adjust it to the

24

real numbers. But, you know, we agreed to that. We had a

16:56:20

25

handshake. You can't do that with Mr. Johnson. But the

GEORGE BROCK-DIRECT BY MR. WILSON

16:56:24 1 second one paid 25 percent of collected fees.

2 Q For what period, sir?

3 A For five years.

4 Q All right, sir. Now, when you calculate what

16:56:37 5 your payments under the second -- or third, actually,
6 third agreement were, what's the value of that contract --
7 not reduced to present value, but what's the value of that
8 contract, sir?

9 A Okay.

16:56:52 10 Q And mindful that we're civilians.

11 A It's \$67,000 less.

12 Q It's \$67,000 less?

13 A Yes.

14 Q Could you describe for the jury how you get
16:57:02 15 there?

16 A I've got a schedule on it if you want to bring
17 that up. But I can show exactly how it was done. You
18 want me to answer the question or?

19 Q Well, let's -- for sake of all of us who are not
16:57:20 20 CPAs?

21 A May I help you, Mr. Wilson?

22 Q If I put it on this thing, can you see it?

23 A I have it memorized anyway.

24 Q Yes, sir.

16:57:49 25 A Mr. Wilson, can I come over there? I can't see

GEORGE BROCK-DIRECT BY MR. WILSON

16:57:49 1 it.

2 MR. WILSON: Is that all right with you?

3 THE COURT: Sure.

4 MR. WILSON: Can you see still it, Judge?

16:59:00 5 THE COURT: I'll come down and look at it, but
6 I'm going to listen mainly. My eyes, I have to get
7 really close to see it anyway.

8 BY MR. WILSON:

9 Q Can you explain to the jury how you reached the
16:59:10 10 number of loss \$67,000?

11 A Well, when we got down to the final contract --

12 Q The third one.

13 A The third contract. It was just, you know, I
14 didn't want to settle the lawsuit. Mr. Johnson had sued
16:59:29 15 me on some frivolous thing about me owing for clients he's
16 doing now. But anyway, just a lot of things going on,
17 okay. And I'm a real good friend of Mr. Stokes and I
18 wanted a long term relationship. Because what, also, he
19 was going to give me -- and I'll show you on this. He was
16:59:46 20 going to give me any referrals I gave him over the years.
21 Because I know a lot of people. I mean, I've practiced
22 since 1976 in this town. Done thousands and thousands and
23 thousands of clients and thousands and thousands of tax
24 returns. So I'd be able to refer some. And I got a lot
16:59:59 25 of referrals that I sent to him this year. But I'll just

GEORGE BROCK-DIRECT BY MR. WILSON

17:00:05 1 go over the initial contract, okay.

2 The initial contract is -- the way we came
3 up with the 367 -- and it got changed. I'll show you.

4 But my real billings for that year was 337,000. Now, you
17:00:28 5 multiply times 1.8, that was --

6 Q Why 1.8, sir?

7 A That was just the factor we used on the
8 valuation of the business.

9 Q Yes, sir.

17:00:39 10 A And CPA firms are worth anywhere from 1.05 to
11 1.15, so we agreed on 1.08, Mr. Stokes and I did. So we
12 would have taken -- had I sold everything, we would have
13 taken this 337 times 1.8 would come up to 360.

14 Now, what really happened -- and I have to
17:01:04 15 be fair about this, is I kept my tax settlement business.
16 That's all I do now. I don't take any returns that walk
17 in the door. But I work out -- in 20 counties doing tax
18 settlements. You've seen those little ads at night, on
19 paper -- on TV and appear on the news with all the crooks,

17:01:14 20 I'll just tell you, because they're telemarketers and I
21 follow all those people. But I do 20 counties and I send
22 out advertisement. And I've got lots of clients that I
23 just tax settlements.

24 So of this work, 337, I'll admit 82,000 was
17:01:35 25 tax settlements, which I kept that work, okay. I just

GEORGE BROCK-DIRECT BY MR. WILSON

17:01:35 1 kept it, so I subtracted it. But then out of -- this is
2 everything I got from Mr. Stokes. The only one that I'm
3 not sure of is December. He hasn't given me any numbers
4 for December. I estimate it to be 10,500 because that's
17:01:51 5 what he told me it was going to be. But I get 25 percent
6 of that, okay. But of all of this money that came into --

7 Q What column are you pointing to, sir?

8 A This is 2017. This is my original contract. It
9 would have been 275,000 cash.

17:02:15 10 Q Yes, sir. But the column that you're pointing
11 at now, what's --

12 A It's the new contract. Let's just say this is
13 the old contract, 275. This is the new contract, okay,
14 192. And so I sent some new clients, I subtracted that
17:02:35 15 out of this. So anyway, to make apples to apples, that's
16 the difference right there between --

17 Q You've got your thumb and your forefinger on two
18 numbers. Tell me what those numbers are.

19 A Well, the evaluation -- this is everything that
17:02:51 20 came in out of the old practice, 192,000. This 29 came
21 out of new referrals that I got money on. He got 222,000
22 from me this year, 29 of it brand new.

23 Q But he doesn't give that to you all at once,
24 does he? How does that work?

17:03:09 25 A Well, he pays me every month.

GEORGE BROCK-DIRECT BY MR. WILSON

17:03:12

1 Q Right.

2 A I don't get any -- I didn't get any lump sum.

3 Q Unless the client comes in and pay Mr. Stokes,
4 you don't get any money?

17:03:20

5 A I don't get a dime unless they write him a
6 check. Here, I got a valuation of my practice.7 Q When you say here, you mean the original
8 contract?

17:03:29

9 A The original contract, I would have just got
10 money. This is it and it's his job to keep the clients
11 happy. This way, it's up to me to keep them going to him.12 So it was a totally different contract. And I tried to
13 push two through, but how do you sell something you're
14 getting sued on? And here's another thing, I wasn't

17:03:43

15 mentally capable, you know, I wasn't physically capable
16 and I wasn't staff-wise capable of holding this firm up
17 anymore. I had to just turn it over, so that's what I
18 did. I just said okay --

19 Q Why?

17:04:06

20 A Because I had planned to sell it, first of all,
21 in January. Then I planned to sell it, second of all, in
22 July. Now, we're going to December. So I didn't want to
23 hire anybody and then have to fire them. I mean, I was
24 really doing all the work. I was working 24/7 trying to
17:04:25 25 keep the practice going. So does that answer your

GEORGE BROCK-DIRECT BY MR. WILSON

17:04:28

1 question?

2 Q I hope so.

3 A I don't know.

4 Q Mr. Brock, have you given Mr. Johnson the

17:04:40

5 benefit of every credit to which he might be entitled in
6 your calculation of your damages?

7 A More than so, I think.

8 Q And when you reached the -- did you conduct a
9 calculation -- the attrition rate, the loss of business

17:04:58

10 that may occur over the years and the loss that you may
11 suffer over the years?12 A Yes. What I did was -- I know this may be
13 greed, I'm hoping I can explain it. You know, the first
14 contract would have just been this times 1.8 equals that,
17:05:20 15 okay. That's simple. That's it. But this contract was
16 all about I'm getting the money over five years. Well,
17 there's a five to 10 percent attrition rate on any --

18 Q What's an attrition rate, sir?

19 A A decrease in client base.

17:05:36

20 Q Why does that happen?

21 A Just people die, they move away, they do
22 everything.23 Q So less business Mr. Stokes is taking in and,
24 therefore, paying you?

17:05:45

25 A Yes. It's going to decrease every year.

GEORGE BROCK-DIRECT BY MR. WILSON

17:05:47 1 Q Yes, sir.

2 A And I use the --

3 Q Where do you get that seven and a half percent?

4 A Journal of Accountancy.

17:05:53 5 Q Is that a well-respected journal?

6 A Yes, that's the --

7 Q Is that what everybody reads?

8 A That's the primary journal in the CPA industry.

9 Q Yes, sir. Excuse me for interrupting.

17:06:03 10 A Okay. But they average between five and 10

11 percent. I used seven and a half. In the first year, it ...

12 went down 13.

13 Q Loss of --

14 A Decline.

17:06:13 15 Q -- revenues?

16 A And some of the documents, which is in the

17 exhibits, it can be as much as 31. We only lost -- we

18 lost 13, which I thought was pretty good. But I gave

19 every benefit of the doubt. I didn't consider time value

17:06:32 20 money. This is over five years. This would have been

21 brought immediately.

22 Q Just for arithmetic sport, what would be the

23 value over time -- just ballpark, the value over time of

24 those payments?

17:06:47 25 A I say you discount it -- over five years, I'd

GEORGE BROCK-DIRECT BY MR. WILSON

17:06:48 1 say you discount it another 15 or 20 percent. But I
2 didn't do that. Just cash on cash right here, I lost
3 \$67,000.

4 Q What would be the net effect for the claim you
17:06:59 5 have against Mr.~Johnson?

6 A I would increase by about -- probably about
7 40,000.

8 Q That's because you don't get the money right
9 now, you get it over time?

17:07:07 10 A I get it over time, yes, sir.

11 Q Yes, sir. Thank you, sir. So again, if you
12 don't mind telling me, what's the net loss which you have
13 sustained as a consequence of Mr.~Johnson's misconduct?

14 A Well, just the -- this is just -- this is just
17:07:23 15 loss in cash of the payout. But Mr.~Johnson also stole
16 every tax package that I have, okay. That's Drake, he
17 stole Drake for 10 years. The way I found out about it
18 was that --

19 Q What's Drake?

17:07:45 20 A Drake software, excuse me, sir, is the tax
21 package that accountants use for preparing tax returns.
22 And I pay about \$1,500 a year for that.

23 Q Yes, sir.

24 A He stole it for 10 years. And the way I found
17:07:58 25 out about it is they called, Drake called asking for

GEORGE BROCK-DIRECT BY MR. WILSON

17:07:58

1 Mr.~Johnson.

2 Q Was this after Mr.~Johnson left?

3 A This is three months after he left.

4 Q Yes, sir.

17:08:12

5 A Wanting to answer his question. And Kris
6 Langville, she -- they called two or three times and she
7 didn't give me the message. One time, she went to lunch
8 and I got it. She was in cahoots with Mr.~Johnson,
9 obviously. But I finally took the message.

17:08:30

10 I said, What are you trying to answer?

11 She says, Well, I got a question about how
12 to do a 2005 carryover.

13 I said, 2005 carryover for Mr.~Johnson?

14 You know, Mr.~Johnson doesn't work here.

17:08:45

15 So he was using my credentials and my
16 software help desk to answer questions. He had stolen my
17 software and he was asking them about 2005, then there was
18 six, seven, eight, nine, ten, eleven, twelve, thirteen,
19 fourteen.

17:09:12

20 Q Is that how you CPAs calculate?

21 A Yes. You want me to do it again? So he sold 10
22 years of my tax package that I pay \$1,500 a year for.

23 Q Did you charge Mr.~Johnson for that?

24 A No, I didn't.

17:09:29

25 Q That's not in your damages?

GEORGE BROCK-DIRECT BY MR. WILSON

17:09:32 1 A Not on this damages. This is -- it's on some
2 other schedules I have.

3 Q What other damages have you sustained?

4 A Well, I wonder if y'all would reimbursement me
17:09:43 5 for having Kris type the complaint on my computer on my
6 dime, you know. Your fee. I mean, I could have walked
7 away from this thing. They offered, you know, months ago,
8 you know, just walk away. I'm here for justice. I'm not
9 here for walking away. This was my retirement, okay. I'm
17:10:07 10 67. I can't do this again. So he affected me by this.

11 He stole my practice -- my tax packages, Drake software,
12 he stole it. Then Kris Langville sent the password to her
13 husband's address. I'm sure it went to Mr.~Johnson,
14 possibly, I don't know, but to his address. It was in the
17:10:31 15 cloud. So every tax package I have, Mr.~Johnson had
16 access to it for free.

17 Q These tax packages, do they contain the names,
18 numbers and so forth of your clients?

19 A I don't know. But, you know, the last question
17:10:47 20 you asked Mr.~Johnson was about this stack of 433s.

21 Q What's a 433?

22 A 433 is a financial statement you fill out for --
23 he said OICs. It's for OICs, settlements, whatever. It
24 has everything about that client, including their bank
17:11:05 25 account, their investment account numbers, bank account

GEORGE BROCK-DIRECT BY MR. WILSON

17:11:05 1 numbers. Their investment numbers, their mortgages.
2 Everything about it because your client gives a financial
3 statement to IRS. So here's this stack --

17:11:24 4 MR. NORSWORTHY: Your Honor, can we request some
5 courtroom decorum. It's turning into a conversation.
6 He's just standing on the floor. He's done looking
7 at this chart.

8 MR. WILSON: I've got other charts.

17:11:35 9 THE COURT: Okay. All right. I'm comfortable
10 with the way it's going right now. I'm comfortable.
11 You can proceed.

12 MR. WILSON: Thank you, Your Honor.

17:11:47 13 THE WITNESS: So he says he didn't steal any
14 clients. Well, this is just -- on just one email,
15 this is fifteen 433s, okay. I marked out the names
16 and social security numbers, but it's everything
17 about those persons. It went from his business
18 address to his personal email address.

19 BY MR. WILSON:

17:12:04 20 Q Business address at your office?

21 A Ron dot Brock and company CPA to Rontanya99,
22 where it's his personal. So he took all of these. I
23 don't know how many he took. But it's scary that this man
24 is stealing my software, putting stuff on the courthouse
17:12:25 25 about me. He's ruining contracts that I had with

GEORGE BROCK-DIRECT BY MR. WILSON

17:12:32 1 potential buyers and he's sending my client information to
2 his personal email address. That's 270 pages right there.

3 Q That he sent to himself?

4 A Yes, on that one email.

17:12:45 5 MR. WILSON: Your Honor, we would mark this as a
6 package as Defendant's Exhibit 2.

7 THE COURT: Any objection, sir?

8 MR. NORSWORTHY: No, Your Honor.

9 THE COURT: All right. Mark it and so admitted.

17:13:00 10 MR. WILSON: Your Honor, we would move the
11 admission of Exhibit No. 2 into the record.

12 THE COURT: Without objection, so admitted.

13 (WHEREUPON, Defendant's Exhibit No. 2 was marked
14 for identification and received into evidence.)

17:14:16 15 BY MR. WILSON:

16 Q Now, Mr. Brock, this document for which you
17 received -- can I use a big word, exegetical, which is
18 what we do in Bible study. Again, can we -- is this your
19 testimony about your calculations for your damages?

17:14:36 20 A That's a loss of the practice of selling -- the
21 fact that I did two contracts and, finally, did another
22 one. I just gave up. I mean, I was going to have to hire
23 people. I was going have to reenergize myself. I was
24 going to have to go through another tax season. My family
17:15:00 25 was about to leave me. I just couldn't do it anymore. I

GEORGE BROCK-DIRECT BY MR. WILSON

17:15:01 1 just turned over the third contract that caused me the
2 loss.

3 MR. WILSON: Your Honor, it's a big exhibit. I
4 ask Mr. Norsworthy's permission to produce it.

17:15:24 5 MR. NORSWORTHY: Yes.

6 MR. WILSON: That's Exhibit 3.

7 THE COURT: Defendant's Exhibit No. 3 is so
8 admitted without objection.

9 (WHEREUPON, Defendant's Exhibit No. 3 was marked
17:16:06 10 for identification and received into evidence.)

11 MR. WILSON: Thank you. I'll move the easel.

12 BY MR. WILSON:

13 Q Now, Mr. Brock, how did Mr. Johnson interfere
14 with your business opportunity with Mr. Stokes?

17:16:35 15 A Well, initially -- he couldn't remember the time
16 period. But in December of 2015, he interviewed Mr. Gary
17 Wheeler. And according to Mr. Stokes's testimony and
18 according to Mr. Stokes's affidavit, he said lots of
19 derogatory things about me. And that word derogatory is
17:16:55 20 in it, in the affidavit and the testimony. So Mr. Stokes,
21 who was buying my practice on agreement number one, called
22 me and was very concerned. This was in December, late
23 December, we're trying to put together a contract before
24 the beginning of tax season in January. It just put a
17:17:18 25 pause on that, okay. We were still talking, but that

GEORGE BROCK-DIRECT BY MR. WILSON

17:17:27 1 contract never got signed, okay.

2 Q That's the lump sum payment contract?

3 A Right. Then there was a second lump sum

4 payment, it just used a different date. Rather than a

17:17:37 5 calendar ending in 12/31 of '15, it used a fiscal year of

6 July 31st of '16. And we was going to calculate the

7 valuation of my practice times that 1.8.

8 Q But it's still a lump sum payment?

9 A It's still a lump sum payment. So I was doing

17:18:06 10 that. So Mr.-Johnson sued me on this frivolous contract

11 where he got a commission or sold me clients. It just

12 irritated me. And just to throw a wrench in it, I'm sure

13 is the only reason he could have. And what he's trying to

14 do is intimidate me in paying \$9,000, and I refused to pay

17:18:27 15 him.

16 Q Did Mr.-Johnson's filings in the Court and

17 Mr.-Johnson's interview with Mr. Wheeler interfere with

18 your business opportunity?

19 A Absolutely.

17:18:40 20 Q If so, how?

21 A Well, we didn't sign a contract in December of

22 '15. Absolutely, he pushed that contract down the road

23 and we didn't sign. I would have loved to have left -- I

24 had plans to going to my little condo, which got sued,

17:19:00 25 too, up in the mountains and spending some time in tax

GEORGE BROCK-DIRECT BY MR. WILSON

17:19:00 1 season, but I had to work another year, actually, before I
2 finally got the practice sold.

3 Q To your knowledge, did Mr.-Johnson take secrets,
4 trade secrets and confidential information of your
17:19:21 5 practice, did he take those things from your office?

6 A Absolutely.

7 Q Did he have help doing it?

8 A Absolutely.

9 Q Who was the help?

17:19:29 10 A I'm sure the IT guy, who is not here today,
11 Jeremy Marsh, handed it to him. I don't know much Kris
12 Langville helped with that. But I know that Mr.-Johnson
13 said it was floating around. He did this -- John Wilson
14 did this and it was floating around the office. But they
17:19:46 15 just talked about it. Mr.-Johnson put in the lawsuit and

16 actually appended it to his complaint and put it in the
17 courthouse. There's no way I could sell that. I mean, I
18 just couldn't. And as a legitimate businessman, I
19 negotiated another contract with Mr. Stokes and said,

17:20:20 20 Okay, you pay me as you get paid. And that changed the
21 whole concept of me selling the practice. Like I said,
22 now, I'm almost 67. I can't do this again. I lost that
23 and will never recover it. I mean, it's a total loss.

24 And Mr.-Johnson did for the \$9,000, you
17:20:43 25 know, that's what he was wanting. If I paid him the

GEORGE BROCK-DIRECT BY MR. WILSON

17:20:47 1 \$9,000, we wouldn't here today, but I don't owe him 9,000,
2 you know. I mean, he keeps saying I wouldn't pay him.
3 It's a breach of contract. Look, I don't have anything
4 unless those clients came back. There was no contract
17:21:01 5 from where I paid him in '15. Why didn't he get mad in
6 '15 if I wasn't paying him? I wasn't supposed to pay him
7 in '15. You know, they came in, they did the work.

8 Where they really -- where the rubber hits
9 the road is when they come back the next year. Well, by
17:21:17 10 the time that happened, Mr.~Johnson already admitted that
11 he was given them options... He was pointing up here saying
12 hey, you got the option to go with Brock and Company,
13 you've got the option to go with my private practice.
14 Come to me, I'm going to take you this year and then I'm
17:21:23 15 going to turn you over to Stokes.

16 What he was going to do is sell them to
17 Stokes the next year. He was going to try to, you know,
18 sell them to me, get paid -- you know, he got paid for
19 doing them. That was more than 60 percent of it. Then he
17:21:43 20 was going to sue me. Then he was going to do the returns.
21 Then he was going to sell them to Stokes. I mean, this
22 guy's smoke and mirrors. I've never seen nobody that can
23 have so many edges to him.

24 Q Yes, sir, in addition to your claims for taking
17:21:59 25 your trade secrets and your claim for interfering with

GEORGE BROCK-DIRECT BY MR. WILSON

17:22:04 1 your business relationship, did you also try to do
2 something about Mr.~Johnson using your information and
3 your software?

4 A Well, what happened with that, sir, is that when
17:22:21 5 Drake software out of North Carolina called me and was
6 trying to answer questions that Mr.~Johnson was asking on
7 his own computer with my software sitting on it, I
8 immediately came to Mr. Wilson and said hey, he's stolen
9 my program. He's stolen, at least, 10 years because
17:22:42 10 they're asking for 2015. So what happened is you,
11 Mr. Wilson, asked for his computers and wanted all that
12 information deleted. Does that answer your question?

13 Q Yes, sir. Did we get a court order telling him
14 that he had to cease and desist?

17:23:11 15 A I understand that it was a summary judgment, a
16 summary judgment. So we got a judgment against Mr -- and
17 he admitted to it, stealing my programs, or he wouldn't
18 have signed it. And he promised to leave those and send
19 us evidence of it, which we never received.

17:23:35 20 Q Yes, sir.

21 A He's in contempt of court; is that correct?

22 Q Yes, sir.

23 MR. NORSWORTHY: Your Honor, I'm confused about
24 this judgment.

17:23:45 25 (WHEREUPON, there was an off-the-record

GEORGE BROCK-DIRECT BY MR. WILSON

17:23:45 1 discussion between the attorneys.)

2 MR. NORSWORTHY: Mischaracterizing, Your Honor,
3 I object.

4 THE COURT: I ask you, it's an order that
17:23:55 5 emanated from a motion for summary judgment?

6 MR. WILSON: It's not just pendente lite, it's
7 permanent injunction. He conceded to it, signed it
8 as a consent order.

9 THE COURT: All right, here's the deal. I know
17:24:07 10 y'all characterize it as different things and I know
11 different strokes for different folks. It was an
12 order which was issued during the pendency of this
13 suit related to computer information, right?

14 MR. WILSON: In response to a motion for partial
17:24:21 15 summary judgment.

16 THE COURT: What I would suggest to you as
17 opposed to the two of you arguing about it too much,
18 why don't you get a copy of it and make it an exhibit
19 and the jury can look at it and decide what they
17:24:30 20 think it is.

21 MR. NORSWORTHY: Certainly, Your Honor.

22 THE COURT: So between now and the time we go to
23 argument and charge, if y'all want to get a copy and
24 we'll mark it as a joint exhibit to be sent back with
17:24:42 25 the jury, okay.

GEORGE BROCK-DIRECT BY MR. WILSON

17:24:45 1 MR. NORSWORTHY: Thank you, Your Honor.

2 MR. WILSON: Thank you, Your Honor.

3 BY MR. WILSON:

4 Q I'm going to try to get this up on the easel.

17:26:06 5 Now, Mr.~Brock, will you come around here?

6 A (The witness complies.)

7 Q You remember how Mr.~Johnson had a script?

8 A Yes.

9 Q Would you explain what this is to the jury?

17:26:26 10 A Well, this is a list of things that Mr.~Johnson

11 did. Some of them, I haven't put prices on them. I'm

12 going to ask y'all guys to do that. But while -- from

13 December '15 to January '16, Mr.~Johnson sent confidential

14 information by the CPA firm to Mr.~Brock's peers, clients,

17:26:48 15 employees, potential purchasers of the firm. So we all

16 know what that was. He talked to other CPAs. You know,

17 he had a conspiracy going at my office. He wrote letters

18 to my clients, that's the January 11th, '14, letter. I

19 don't know how many of those went out, but he did all

17:27:11 20 that.

21 Then he filed a complaint and he attached

22 numerous financial confidential. I mean, I wrote this, so

23 I don't what the terminology is, I put illegal access on

24 his private computer and email addresses of clients.

17:27:28 25 These documents had nothing to do with the \$9,000 I

GEORGE BROCK-DIRECT BY MR. WILSON

17:27:33 1 supposedly owed him. He did this to intimidate me, that's
2 all he did it for. The complaint was that thick. There
3 was both of those, agreement one and agreement two. There
4 was a schedule there of how much my employees made, even
17:27:41 5 the ones even after he left. His replacement was on
6 there, how much that guy made. He was still accessing
7 data after he left, okay. And he put it on the
8 courthouse. Here's my damages. It absolutely affected
9 the sale of my practice. And it's permanently entered on
17:28:09 10 Google. When you go -- well, you can't go home tonight
11 and do. But you can enter George Brock CPA and the first
12 one on page two, there's this lawsuit with all these
13 documents that are confidential about me, my firm, my
14 employees and my clients and these contracts are there.

17:28:29 15 MR. WILSON: Your Honor, excuse me, we're not
16 advocating the jurors looking on Google at any point
17 in time. Thank you.

18 THE WITNESS: Then he sent solicitation letters
19 claiming that Mr.-Brock was selling his firm. Well,
17:28:45 20 those contracts were not signed, okay. In that
21 letter that was on this board was not true, okay. He
22 says that he's going -- I want to inform you of
23 changes. I mean, I can read it for you if you want
24 me to. Should I?
25

GEORGE BROCK-DIRECT BY MR. WILSON

17:28:59 1 BY MR. WILSON:

2 Q Thank you. That will do.

3 A But anyway, he said I'm claiming -- you know,
4 come to me and so forth. And all this got back to

17:29:10 5 Mr. Stokes. And, of course, we already mentioned about
6 the unsigned -- I keep going back to this, this unsigned
7 contract on the computer for everybody to see, my peers,
8 potential people -- you know, if somebody is going to buy
9 my firm, they're going to enter George Brock CPA to make
17:29:27 10 sure I haven't done anything really bad, right? Well,
11 this is going to come up. Okay, I was trying to sell my
12 firm and this is on Google. I just want to tell you, I
13 keep coming back to this.

14 Then he sued everything I owned. Okay. My
17:29:45 15 mountain hideaway is Diwood. Well, he sued that. I let
16 him use it one weekend to play golf. I mean, what does it
17 got to do with anything? Pure intimidation. It didn't
18 hurt him. And MILBRO Properties just owns one item and
19 that's my office building. What did my office building --
17:30:04 20 why is my office building getting sued? I don't know, but
21 he -- you know, it's additional legal expenses for all
22 that. And we've already went over a lot of this. He
23 pilfered 10 years of my Drake package. And I don't know
24 how much of my clients' data is on his computer. We've
17:30:24 25 already got a summary judgment -- whatever that is --

GEORGE BROCK-DIRECT BY MR. WILSON

17:30:26

1 Q Consent order.

2 A Consent order that he was going to turn this
3 over. The only thing we've gotten is a letter from a CPA
4 I've never heard of saying that he bought 2016 Drake. It
17:30:41 5 doesn't have the word delete on what he's given at all.

6 Nothing about deleting all my clients' files. Nothing.
7 It just says that he bought 2016 Drake. And true, they
8 may have given in previous years to that, but it doesn't
9 say that. He should have deleted everything on there and
17:31:01 10 should have given me pure evidence that it was done. He
11 hasn't done that.

12 And I've asked Mr. Wilson several times
13 until I made him mad, let me have his computer and let's
14 have a bonfire. My stuff is on his computer. Those --
17:31:15 15 those files right here is on his computer, okay,
16 somewhere. We need to have a bonfire and burn his
17 computer, okay. Because my things are on his computer.
18 My clients' stuff is on his computer. My contract's on
19 his computer. My 10 years of programs is on his computer.
17:31:40 20 He bought one year. That's it.

21 And we already talked about the Drake call.
22 We already talked about soliciting Kris Langville to type
23 the complaint. And we already talked about this. He told
24 some of my peers I wasn't honest. That's what Stephen
17:32:04 25 Stokes told me, that I owed him money for back wages.

GEORGE BROCK-DIRECT BY MR. WILSON

17:32:09 1 Well, it wasn't wages. He's already admitted I paid him
2 all his wages, okay. I paid him every dime he worked. I
3 didn't pay him for these clients because he took them,
4 okay. He took these clients in '16, early '16, January
17:32:24 5 14th, before they had time to bring their work over to me.
6 I got \$300 out of all that, \$300. And there's no way I
7 would have paid him 60 percent of the fees to do the work,
8 then another 80 percent of the fees. I mean, I'm a CPA, I
9 can add. That's 140 percent. Would I do that? I don't
17:32:45 10 think so.

11 So his claim are just totally frivolous..
12 And he contacted his brother for legal advice and I had to
13 get a fine upstanding attorney to represent me, but it
14 cost me a lot of money. Because he did it pro se and I'm
17:33:02 15 sure his brother wrote it, which I'm not sure is legal,
16 but that's what he did.

17 Q Does that summarize your --
18 A That summarizes it. Now, I don't -- you know,
19 the true value right here is 67,000. Right here. Instead
17:33:18 20 of hey, yeah, I admit that. And this is the price of my
21 program. So I don't know -- and your fee. So I don't
22 know what the value is, but it's a lot of money I lost.
23 And it's not about these clients that they spent their
24 entire time this morning going over. That's a smoke
17:33:39 25 screen, okay. It was intimidation. Just like suing a

GEORGE BROCK-DIRECT BY MR. WILSON

17:33:43 1 condo in the mountains, it's intimidation, okay. So
2 that's all I got to say.

3 MR. NORSWORTHY: Thank you, sir.

4 MR. WILSON: Your Honor, our summary, which
17:34:04 5 Mr. Norsworthy has already seen, I'm going to
6 introduce this large exhibit as Exhibit 4.

7 THE COURT: Any objection to that, sir?

8 MR. NORSWORTHY: Your Honor, we actually --
9 that's fine. We were going to introduce it as our
17:34:16 10 39, so.

11 THE COURT: Okay.. All right.. Good enough. So
12 we'll mark it and it's introduced without objection.

13 (WHEREUPON, Defendant's Exhibit No. 4 was marked
14 for identification and received into evidence.)

17:34:24 15 BY MR. WILSON:

16 Q One final question. Now, that you've sold your
17 practice to Mr. Stokes, how hard are you working,
18 Mr. Brock?

19 A In what context, helping Mr. Stokes or helping
17:35:37 20 my new firm? My new occupation.

21 Q Compared to before you sold to Mr. Stokes to
22 now, how hard are you working?

23 A Well, I'm spending a lot of time with keeping my
24 former clients over to Stokes, because if I don't, then I
17:35:57 25 don't get paid. So when a client calls me, you know, it's

GEORGE BROCK-DIRECT BY MR. WILSON

17:36:04 1 not my client really and I don't get paid for it. I try
2 to help him or her or whatever. They come into my office.
3 If that get upset with Mr. Stokes, I try to settle them
4 down. I go see clients. So to answer your question, I'm
17:36:19 5 working very hard now trying to keep the money and the
6 clients going to Steven Stokes.

7 Q How would you have worked to preserve clients
8 before the sale to Mr. Stokes?

9 A I would have been either at my condo at the
17:36:36 10 mountains or at the beach.

11 Q Thank you.

12 MR. WILSON: Your Honor, may I have one second?

13 THE COURT: Yes, sir, you may.

14 BY MR. WILSON:

17:37:07 15 Q Mr. Brock, are you familiar with the corporate
16 shell game?

17 A I've seen it lots of times. I've been in
18 practice more than 40 years.

19 Q What is the corporate shell game?

17:37:19 20 A Well, it's when you create LLCs and you walk
21 away from them.

22 Q Have you done that, sir?

23 A No, sir, I haven't.

24 Q Have you ever started an LLC and shut it down?

17:37:30 25 A Certainly, I shut LLCs down every day.

GEORGE BROCK-DIRECT BY MR. WILSON

17:37:34

1 Q Why?

2 A Well, the one that Mr.~Johnson was referring to
3 that I closed down to avoid judgments, if you look back at
4 that LLC, I started it and never used it. So I was having
17:37:44 5 to pay \$25 a year to keep it alive. It's called Jeep
6 Brock, LLC. And I had a purpose for it at the time. And
7 I closed it down. Mr.~Johnson said I did it to avoid the
8 judgments. I didn't have a judgment.

17:38:03

9 Q Was there any judgment against that one that you
10 shut down?

11 A It's never had any activity, that's the reason I
12 shut it down. No, it doesn't have judgment.

13 MR. WILSON: Thank you, sir. Please answer any
14 questions Mr. Norsworthy may have.

17:38:11

15 THE COURT: Mr. Norsworthy, how much do you --
16 how long do you anticipate your cross-examination may
17 last?

17:38:20

18 MR. NORSWORTHY: Your Honor, I was about to beg
19 the Court to adjourn. I have a lot to cover and I
20 have a lot of rebuttable evidence to submit.

21 THE COURT: All right. You say a lot, does that
22 mean an hour?

23 MR. NORSWORTHY: I would like to do it in an
24 hour, I would think 90 minutes to two hours.

17:38:33

25 THE COURT: Yeah, you don't need to spend 90

GEORGE BROCK-DIRECT BY MR. WILSON

17:38:35 1 minutes to two hours on him. So I'm going to adjourn
2 so that you can take the opportunity to scrutinize
3 the questions that you have.

4 MR. NORSWORTHY: Certainly. Thank you.

17:38:43 5 THE COURT: Okay, ladies and gentlemen. I was
6 hopeful we could get all the testimony from Mr. Brock
7 in this evening, but we'll come back tomorrow
8 morning. If you'll be here at 9:15, please, 9:15. I
9 have a hearing at 9:00 that I need to take care of.
17:38:56 10 Then we'll begin when everyone gets here.

11 Again, we have left cross-examination, an
12 additional client -- or an additional witness, then,
13 perhaps, some rebuttable or reply testimony. So
14 that's what we have to look forward to. And what I'd
17:39:11 15 ask you is go home tonight and don't discuss the
16 case, although, I'm sure your friends or significant
17 other may ask you to. Don't go on the internet and
18 see if you can find out anything about the case.
19 Just come back tomorrow refreshed and we'll conclude
17:39:33 20 the case.

21 Thank you. I appreciate it and see y'all
22 tomorrow.

23 (WHEREUPON, the jury left open court at
24 approximately 5:39 p.m.)

17:40:02 25 THE COURT: All right. Anything additional for

17:40:02

1 this afternoon?

2 MR. WILSON: Not for me.

3 MR. NORSWORTHY: No.

17:40:23

4 THE COURT: All right, then, I'll see y'all
5 tomorrow morning. If you have any requests for
6 charge, give it to me in the morning, if you have
7 any. And then, also, that -- y'all look at that
8 transcript and see if you're comfortable with the
9 contents of it. And again, if y'all want to send the
10 transcript back as opposed to bringing them back to
11 listen to it, that's up to y'all. Okay. However you
12 want to handle it.

17:40:42

13 MR. WILSON: Yes, sir.

14 (WHEREUPON, the proceedings were concluded.)
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

I, APRIL P. HERRON, Official Court Reporter for

the Thirteenth Judicial Circuit of the State of South

Carolina, do hereby certify that the foregoing is a true,

accurate and complete Transcript of Record of the

proceedings had and evidence introduced in the trial of

the captioned case, relative to appeal, in the Court of

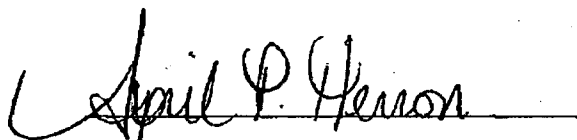
Common Pleas for Greenville County, South Carolina, on the

11th day of January, 2018.

I do further certify that I am neither of kin,

counsel nor interest to any party hereto.

September 24, 2018



APRIL P. HERRON, Court Reporter

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

COURT OF COMMON PLEAS

RONALD JOHNSON,
PLAINTIFF,

VS

GEORGE H. BROCK,
INDIVIDUALLY, AND d/b/a
GEORGE H. BROCK, CPA, LLC,
MILBRO PROPERTIES, LLC,
INTEGRATIVE FS, LLC, DIWOOD
PARTNERSHIP,
DEFENDANTS.

2016-CP-23-1836

JANUARY 12, 2018

TRANSCRIPT OF RECORD

B E F O R E:

THE HONORABLE ROBIN STILWELL, JUDGE

A P P E A R A N C E S:

Kenneth E. Norsworthy, Jr., Esquire
Attorney for the Plaintiff

Robert C. Wilson, Jr., Esquire
Attorney for the Defendants

Susan W. Hudgins
Official Court Reporter

I N D E X

1		
2		
3	Page	Line
4	<u>GEORGE H. BROCK,</u>	6 8
5	CROSS EXAMINATION	6 10
6	BY MR. NORSWORTHY	
7	REDIRECT EXAMINATION	32 11
8	BY MR. WILSON	
9	RECROSS-EXAMINATION	39 13
10	BY MR. NORSWORTHY	
11	<u>STEPHEN STOKES,</u>	46 22
12	DIRECT EXAMINATION	46 24
13	BY MR. WILSON	
14	CROSS EXAMINATION	54 13
15	BY MR. NORSWORTHY	
16	REDIRECT EXAMINATION	62 14
17	BY MR. WILSON	
18		
19		
20		
21		
22		
23		
24		
25		

EXHIBITS

1		
2		
3	Page	Line
4	PLF. EXH. 41, Defendant's Answer	24
5	to Plaintiff's Interrogatories,	20
6	admitted	
7	DFT. EXH. 6, Asset Purchase	53
8	Agreement, marked	21
9	JNT. EXH. 1, Transcript of	70
10	Voicemail, marked and admitted	24
11	DFT. EXH. 5, Consent Order, marked	39
12	and admitted	7
13	DFT. EXH. 6, Asset Purchase	51
14	Agreement, admitted	24
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 JANUARY 12, 2018

2 THE COURT: Good morning. Hope you're doing
3 well. Sorry for a late start, but Ms. Herron called in
4 sick, and Ms. Hudgins has dutifully decided to fill in.
5 And we thank her for that.

6 All right. So, Mr. Norsworthy, have you pared down
7 your cross-examination such that it will last less than
8 15 minutes?

9 MR. NORSWORTHY: Certainly, Your Honor.

10 THE COURT: Okay. Well, I'm going to hold you to
11 that then.

12 MR. NORSWORTHY: Okay.

13 THE COURT: If you don't get 15 minutes, I'm
14 going to direct a verdict against you.

15 MR. NORSWORTHY: Great.

16 THE COURT: (Laughing) Okay.

17 MR. WILSON: Your Honor, I want to ask you, at
18 age 74 when you told me I could have three minutes to speak
19 to the jury, could you put in -- take judicial notice that
20 it takes me six minutes to say my name?

21 THE COURT: Yeah, I can do that. I can do that.
22 It takes you another ten minutes to go into your bladder
23 every ten minutes.

24 MR. NORSWORTHY: Thank you, Your Honor.

25 (Whereupon the jury entered the courtroom at

1 approximately 9:57 AM.)

2 THE COURT: Good morning, ladies and gentlemen.

3 THE JURORS: Good morning.

4 THE COURT: Thank you for being timely this
5 morning. I'm sorry we're starting a little bit late. It
6 seems like we're a little bit snake bit in this case about
7 starting on time.

8 You may notice -- and it may or may not be obvious to
9 you -- that Ms. Herron, our court reporter, is not here.
10 Ms. Hudgins is here, and she has dutifully volunteered to
11 fill in as our court reporter, Ms. Herron, came down sick.
12 She doesn't share any of the symptoms that I have, so she
13 can't blame me for giving her what I have. I just want to
14 say that for the record. So we had to make sure that
15 Ms. Hudgins was ready to proceed, and she had to get
16 notification and an appointment from Court Administration
17 too, which is part of government bureaucracy, as you can
18 understand.

19 So we're starting a little bit late, but hopefully we
20 can make up a little bit of time. So having said that, I'm
21 going to ask Mr. Brock...

22 If you would, sir, would you please retake the stand.

23 (Whereupon the witness resumed the witness stand.)

24 THE COURT: And Mr. Norsworthy, you can begin
25 your cross-examination.

1 MR. NORSWORTHY: Thank you, Your Honor. May it
2 please the Court.

3 THE COURT: Yes, sir.

4 MR. NORSWORTHY: Good morning, everybody.
5 Good morning, Mr. Brock.

6 THE WITNESS: Good morning.

7 * * * * *

8 GEORGE H. BROCK,

9 being first duly sworn, testified as follows:

10 CROSS EXAMINATION

11 BY MR. NORSWORTHY:

12 Q. I just have a few questions for you on follow up here.
13 Yesterday you referred to -- you referred to the things
14 that have happened to you amongst your staff and with
15 Mr. Johnson as a conspiracy, is that correct?

16 A. Yes, I do.

17 Q. And who would you say was involved in that conspiracy?

18 A. Certainly Mr. Johnson and certainly Kris Langville.

19 She typed the complaint that's before us today in my office
20 on my equipment, so she's certainly part of it. Then I had
21 an IT guy named Jeremy Marsh who now lives in Atlanta, and
22 he obviously got into my computer and passed the
23 information over to Mr. Johnson that Mr. Johnson put onto
24 the complaint and used against me on various matters.

25 I'm really not sure, quite honestly, if Donna Carlson

1 was involved. She was the one that probably emotionally
2 took the biggest hit. Obviously, she was upset, but I
3 can't see that she did anything of that nature, you know,
4 the nature of a conspiracy.

5 But I believe that I was, you know, suffering the down
6 of my mother's bad health, and I was out of the office a
7 good bit. Every day I would go see her at night.

8 Q. You did say Ms. Carlson -- you said before that she
9 was part of this conspiracy?

10 A. Well, I'm sure that they all got together in the hall
11 and passed around the things that were floating around
12 while I was seeing my mother, and I'm sure she was part of
13 it. I can see more direct things that these other people
14 such as Mr. Johnson, Mr. Langville -- or Ms. Langville --
15 and Mr. Marsh, did other than Ms. Carlson. But it was
16 all -- you know, they just got together. They did that
17 because they did access my private e-mails that I was
18 interested -- or somebody did, and I'm sure it was
19 Mr. Marsh -- that they may be losing a job, and they
20 conspired of what they were going to do. They probably
21 wanted to set Mr. Johnson up in business. He was
22 downloading client files. He was downloading ten years of
23 great software. He downloaded Tax Help software to his
24 personal computer, and she was sending -- Kris Langville
25 was sending the password to PitBull, which is my tax

1 resolution software, to her husband's e-mail address. So
2 they were all toting things out of the office and
3 getting -- you know, assuming I wasn't going to be in
4 business that much longer.

5 Q. You've also accused Donna's attorney and myself as
6 part of that conspiracy as well, correct?

7 A. Well, I had a key logger on Kris Langville's computer.

8 Q. What's a key logger?

9 A. Keylogger is spyware.

10 Q. So you were spying on her?

11 A. At my office on my equipment during working hours,
12 yes.

13 Q. And you were accessing her personal Gmail account?

14 A. I accessed what she did during her working hours at my
15 job. Excuse me. At my office.

16 Q. And you said you kept Ms. Langville on just to follow
17 her actions?

18 A. I knew something was going on, and I was trying to get
19 to the bottom of what was going on because there was just
20 too many questions coming from clients.

21 Q. If you were concerned about information being taken
22 off your computer, why wouldn't you have fired
23 Ms. Langville rather than let her have access to it to spy
24 on her?

25 A. Well, I wanted to find out what was going on, and she

- 1 was doing the job. Until I found that out, I didn't know.
2 And once I found it, I did -- she asked me to sign a
3 contract because I, you know, actually hired her. She's
4 got an LLC, and she wanted to work through the LLC. And
5 she sent a new contract over, and I just didn't renew it.
6 Q. And as far as this conspiracy goes, why would you
7 accuse myself?
8 A. Because you had lunch with Ms. Carlson's attorney.
9 Q. Okay.
10 A. And according to the e-mail, y'all were going to talk
11 about how to take me down. That was Ms. Langville.
12 Q. Are you sure about that?
13 A. I'm sure that I was told that y'all -- her e-mail said
14 that y'all were going to talk about the mutual case about
15 George Brock, the mutual cases. I don't know what y'all
16 talked about. I don't know, even when Donna mentioned it.
17 Q. And that's a serious accusation. Would you agree with
18 that?
19 A. Yes, I would agree with it. I know that you did have
20 lunch with Donna Carlson's attorney.
21 Q. Do you have lunch with associates in the community
22 ever?
23 A. Occasionally.
24 Q. Okay.
25 A. The response from Mr. Ron Johnson was that he was

1 happy that you and her attorney were having lunch, so I
2 don't know what happened.

3 Q. Do you ever have lunch on a regular basis with an
4 associate?

5 A. Occasionally, I said.

6 Q. How would you feel if somebody accused you while --

7 A. Okay. I'm sorry if I accused you wrongly, but I know
8 you had lunch.

9 Q. That's okay. I'm not upset.

10 A. Okay. Good.

11 Q. Now let's talk about when you fired Donna over the
12 affidavit. Why did you fire her when she offered you the
13 affidavit that she wanted to offer you?

14 A. Well, actually the goings on of that was, like,
15 threefold. Okay? I did type an affidavit -- the affidavit
16 was about the dirty dozen, the ones that Mr. Johnson --

17 Q. Why are you calling them dirty?

18 A. Just because that's the way -- everybody had been
19 calling them the dirty dozen. You have.

20 Q. I don't believe so.

21 A. Oh, you haven't? I'm sorry. Okay. They were the
22 twelve clients that Mr. Johnson supposedly had sold me.

23 Q. That your firm received funds for, correct?

24 A. We received funds for one year.

25 Q. Correct. You did receive funds for the 2015 tax

1 returns you did for those clients?

2 A. Yes, and I paid Mr. Johnson 60 percent of those funds
3 for preparing the work.

4 Q. Sixty percent?

5 A. Sixty percent.

6 Q. How so? I thought he paid them --

7 A. Do you want me to show it to you on an exhibit that's
8 already in the file?

9 Q. What exhibit?

10 A. It's over there. We can put it on that board, and I
11 can show it to you.

12 Q. That's okay. It was difficult to read. But do you --
13 you created that document though, correct?

14 A. Yes, I did. It came from our QuickBooks.

15 Q. So you had an agreement with him to pay him \$30 an
16 hour plus 60 percent?

17 A. No. The \$30 an hour came to 60 percent. Okay?

18 Q. How many affidavits, proposed affidavits, did you send
19 to Ms. Donna Carlson? Did you send her her three?

20 A. Two.

21 Q. Two? And she rejected those and said she wouldn't
22 sign them?

23 A. Well, the first one was the information that I found
24 on my contact package. Okay? Or contact software. It's
25 called Stat Track. And when we get a new client, we always

1 enter their name, address, their e-mail address, their
2 phone number in that information so we can keep up with
3 them. It's not only for contact, but it's also for
4 marketing purposes because we send newsletters every month.

5 Q. And yesterday you said Mr. Johnson --

6 A. Will you let me finish? Okay? I was trying to answer
7 your question. I'm not like Mr. Johnson and smoke and
8 mirrors.

9 Q. I didn't ask you about Stat Track.

10 A. I'd like to ask -- answer the question, and the
11 question was about the affidavits. Okay? And so the first
12 affidavit was one I prepared, and I went into Stat Track.
13 And of those twelve clients, I had one e-mail address. And
14 of those twelve clients, I had two phone numbers that were
15 correct. I had incorrect phone numbers. So my thing was
16 if Mr. Johnson was trying to sell me these clients, he
17 would have at least put the addresses -- excuse me -- the
18 e-mail addresses and phone numbers in the program. So I
19 asked her to check behind me and see if she gathered the
20 same information, and she refused to sign it. And all it
21 was was -- it wasn't anything untrue. It's what was in my
22 contact package.

23 Then I sent her another one, and I just left it blank.
24 I said: You go and check and find out what you find, and
25 you write it down and you prepare the affidavit. Okay?

1 Q. Did she do that?

2 A. No, she didn't.

3 Q. She prepared an affidavit?

4 A. She prepared one, but she didn't do -- she did not go
5 into my contact -- she refused to do anything that would
6 hurt Mr. Johnson. She refused to go into our contact
7 software and find out which ones had phone numbers and
8 which ones had e-mail addresses.

9 Q. So you fired her, correct?

10 A. I told her she was going to have to do it or not come
11 back. I mean, there was just --

12 Q. Did you try to coerce her into signing something that
13 she didn't want to sign? Is that correct?

14 A. No. I asked her to do a direct job, and it was to
15 do -- to go into the software packages and find out which
16 ones had e-mail addresses, which ones had phone numbers,
17 and she refused to do it.

18 Q. Did you ask anybody else for an affidavit?

19 A. Well, when she wouldn't come back, I just handed the
20 same chore to someone else, and they did it.

21 Q. Who is that?

22 A. A guy named Matt Green.

23 Q. Okay. Did you ask anyone other than Matt David to
24 prepare an affidavit?

25 A. Matt Green.

- 1 Q. No one else?
- 2 A. Matt Green. No.
- 3 Q. Let me see if I can refresh your memory here.
- 4 A. Oh, I asked -- you're talking about through the
- 5 entire --
- 6 Q. Did you ask anyone else to prepare an affidavit
- 7 against Mr. Johnson in this case?
- 8 A. I asked Mr. Marsh.
- 9 Q. Okay. What was his response?
- 10 A. Well, he didn't want to get involved. He's a sexual
- 11 predator, I found out, and he doesn't want to be up here on
- 12 the stand.
- 13 Q. He's a sexual predator?
- 14 A. He has to -- when he moves around -- and he doesn't
- 15 want to be involved at all.
- 16 Q. He didn't want to be involved? I thought you --
- 17 A. I just asked for an affidavit.
- 18 Q. Didn't you say in your deposition you were going to
- 19 depose him and talk to him and get to the bottom of all
- 20 this?
- 21 A. That was our plan.
- 22 Q. What did you ask for in the affidavit?
- 23 A. I just asked what he did as far as downloading the
- 24 programs for Mr. Johnson.
- 25 Q. Did he provide you an affidavit?

- 1 A. No.
- 2 Q. He did not?
- 3 A. Oh, yes, he did, but he changed it, and he lied --
- 4 excuse me for doing that. But he lied.
- 5 Q. He lied?
- 6 A. Yes, he did.
- 7 Q. Is that your fault if he lied in an affidavit?
- 8 A. No, it's not my call. It's a fact.
- 9 Q. Did you know Mr. Johnson through me asked for whether
- 10 or not he provided an affidavit?
- 11 A. I don't know.
- 12 Q. It wasn't turned over, was it?
- 13 A. What are you asking, now, exactly?
- 14 Q. I'm trying -- asking you --
- 15 A. I'm trying to --
- 16 Q. -- if you received an affidavit from Mr. Marsh
- 17 regarding --
- 18 A. Yes, and it was untrue.
- 19 Q. It was untrue?
- 20 A. Yes.
- 21 Q. So you didn't produce it?
- 22 A. No.
- 23 Q. Okay. What was untrue about it?
- 24 A. Well, the thing that I asked for was, you know, just
- 25 what he -- what he installed into Mr. Johnson's computer,

1 and he said that he -- that I told them to install it. And
2 I never did that.

3 Q. You didn't tell him to install the software on a
4 computer when he had to go to training?

5 A. No, I did not.

6 Q. And you said yesterday that he stayed at your mountain
7 house to play golf, is that correct?

8 A. Yes.

9 Q. Was that the primary purpose of you allowing him to
10 stay at your mountain house?

11 A. Mr. Johnson came to me in February of 2015 through
12 Craigslist. And what Mr. Marsh put on the affidavit was
13 that I asked him to download programs to Mr. Johnson's
14 computer for a seminar in October.

15 Q. Is this that affidavit?

16 MR. WILSON: Objection, Your Honor. I have very
17 strong feelings that the introduction of an affidavit by
18 this method is entirely unconstitutional. I won't have an
19 opportunity to cross-examine the author of that affidavit,
20 nor will I have the chance to explore the depth of his
21 representations with him. And absent that, Your Honor -- I
22 don't think the affidavit is admissible without the author
23 of it.

24 THE COURT: I'm not going to allow it to be
25 admitted in to testimony. I don't think it's

1 constitutional because it's not a criminal proceeding; it's
2 a civil proceeding. And I think it's contrary to the rules
3 of evidence, and I think that's inadmissible hearsay. Now,
4 if you want to ask him specific questions regarding
5 representations on there, very surgical questions -- you
6 might have gone as far as I'm going to let you go, but if
7 you want to venture -- if you want to attempt to venture a
8 little bit further, you can. But I do think that
9 affidavit, unless he's going to take the stand...

10 MR. NORSWORTHY: Your Honor, the Defendant, in
11 his deposition, said that they would depose the witness,
12 and they haven't done so. I believe they waived their
13 right to do so.

14 THE COURT: I understand. And they probably
15 have.

16 MR. NORSWORTHY: Okay.

17 THE COURT: But that doesn't necessarily make the
18 affidavit admissible.

19 MR. NORSWORTHY: Okay.

20 THE COURT: The affidavit is still hearsay.

21 MR. NORSWORTHY: Your Honor, for the record, we
22 asked for this, and we believe that they received a copy.
23 And they did not confirm or deny.

24 THE COURT: Okay.

25 BY MR. NORSWORTHY:

1 Q. When you asked Mr. Marsh to do an affidavit, what did
2 you ask him to do?

3 A. Tell the truth.

4 Q. So it's your opinion that if someone does an affidavit
5 that you don't agree with that they're not telling the
6 truth, is that correct?

7 A. No.

8 Q. No, they're not telling the truth?

9 A. Ask the question again. I thought you said if I -- if
10 they didn't say what I thought they said that -- ask the
11 question again, please.

12 Q. Sure.

13 A. Okay. I want to tell the truth too, you know.

14 Q. Okay. If you ask someone to, under the penalties of
15 perjury, sign their name to a document in front of a
16 notary...

17 A. Uh-huh (affirmative).

18 Q. ... and they supply that to you and you don't like
19 what it says, it's your opinion that it's untrue?

20 A. No.

21 Q. So it's just a big conspiracy, correct?

22 A. Of course, it is. Jay Marsh or Jeremy Marsh is trying
23 to cover himself. I never told him to download those
24 programs. I'd be an idiot to have someone walk in the door
25 from Craigslist to have them download a program a week

1 later for a seminar that was in October, ten months later.

2 That makes no sense that I would be that stupid.

3 Q. What was that about Craigslist?

4 A. That's where Mr. Johnson came from. He advertised on
5 Craigslist, and he came into my office, and I hired him.

6 The last thing I wanted --

7 Q. You hired him?

8 A. Yes, I hired him.

9 Q. Off Craigslist?

10 A. Yes.

11 Q. So why are you making that a derogatory thing --

12 A. It's not a derogatory thing. I just didn't know him
13 that well. And the last thing I wanted him to do is
14 download all my company files into his personal computer,
15 and all my company programs, for ten years.

16 Q. Did you recall telling Mr. Marsh that not any
17 affidavit will do?

18 A. I just wanted the truth.

19 Q. And he provided you with an affidavit under penalties
20 of perjury, and you decided that it wasn't something that
21 you wanted to share with Mr. Johnson?

22 A. No. It wasn't the truth.

23 Q. Okay.

24 A. The truth is what we're here for, right? You wouldn't
25 want an affidavit that's not true, would you?

1 Q. And yesterday, Defendant entered this into the
2 exhibit. I believe it's Defendant's Exhibit 2, is that
3 correct?

4 A. That's correct.

5 Q. Will you remind the jury what this is?

6 A. That's 433s on clients that were on my file.

7 Q. And you entered these because Mr. Johnson had sent
8 himself a copy of these, correct?

9 A. He didn't send it from our company file -- e-mail
10 address.

11 Q. To his private, correct?

12 A. To his private e-mail address, yes.

13 Q. Who prepared these?

14 A. Who prepared those?

15 Q. Yes.

16 A. Mr. Johnson entered them into our PitBull software
17 program at work.

18 Q. As far as the IRS code is concerned, he was the power
19 of attorney for these clients?

20 A. Some of those he was.

21 Q. Okay. So --

22 A. But they were my files -- they were my files, my
23 clients and my program. Okay?

24 Q. Was there a problem with wanting a record of work he
25 had completed?

1 A. Yes.

2 Q. What's the problem?

3 A. The problem is they're my clients, and I don't need
4 them on his computer.

5 Q. And just for the record, you entered these into
6 evidence, correct?

7 A. Yes.

8 Q. And they're redacted?

9 A. Yes.

10 Q. Okay. So what's the difference between you entering
11 these into evidence for your case redacted and him entering
12 this kind of information into his complaint for his case?
13 What's the difference?

14 A. I'm not sure if I understand the question.

15 Q. You entered those into the record.

16 A. Yes.

17 Q. Okay.

18 A. It's just evidence that --

19 Q. He entered 14 exhibits with his complaint in support
20 of his claims. What's the difference?

21 A. I still don't understand the question, sir.

22 Q. You mentioned that Mr. Johnson's clients that he
23 brought in, he didn't have e-mail addresses for, correct?

24 A. I didn't say he didn't for all of them; he didn't for
25 most of them.

1 Q. Okay. And so if you had a client that didn't want to
2 give you their e-mail address and wanted you to use their
3 telephone numbers, you would consider that not a good
4 client or a client that you didn't want?

5 A. Well, if it's one or two, that might not be a problem,
6 but when there's ten out of eleven or twelve that don't
7 have an e-mail address, I think there's a real deficiency
8 in providing information.

9 Q. Okay. And yesterday you said: Who wants to buy a
10 lawsuit? Do you remember that?

11 A. I do.

12 Q. But you sold your firm, and you had the transaction go
13 down while this --

14 A. Yes.

15 Q. -- litigation was pending?

16 A. It was twelve months later, yes, under a new contract
17 I sold it.

18 Q. You sold your business while this litigation was
19 pending?

20 A. Yes.

21 Q. So did Mr. Stokes, who purchased your firm, did he buy
22 the lawsuit?

23 A. No. Per agreement, the agreement that Mr. Wilson
24 wrote, I assumed all liability for all lawsuits including
25 this one.

1 Q. So he didn't have to buy a lawsuit while one was
2 pending, correct?

3 A. Not under the last contract, no.

4 Q. Now, you keep referring to Exhibit 6A which is
5 Plaintiff's Exhibit 6. You've been referring to this as --
6 do you know what I'm talking about?

7 A. Uh-uh (negative). Okay. I understand.

8 Q. This is it. I believe the jury has already seen this
9 on multiple occasions. This doesn't look like a contract
10 to me. Is this a contract?

11 A. Well, it states all the terms of a contract.

12 Q. Are you sure about that?

13 A. I'm not an attorney, but that's everything that we
14 agreed upon that's in that letter. Okay?

15 Q. This is a -- right there, does it say proposed offer?
16 This is a response to a proposed offer; is that correct?

17 A. That's what it says. That's the terms of it.

18 Q. Okay. So when Mr. Stokes comes up here today, is he
19 going to confirm what you previously told the jury, that
20 you were ready to sign a contract in December 2015,
21 possibly into January of 2016?

22 A. Yes. He's already said that under his testimony,
23 under his deposition.

24 Q. We'll deal with that. Thank you.

25 A. You do that.

1 Q. And you talked a lot yesterday about Mr. Johnson's
2 taking your software, is that correct?

3 A. That's correct.

4 Q. What was the additional damages that you said you had
5 for the Drake software?

6 A. Fourteen thousand.

7 Q. Fourteen thousand?

8 A. Yes.

9 Q. Okay. I'm going to show you Exhibit 41 we'd like to
10 enter in as Defendant's Answer to Plaintiff's
11 Interrogatories. Have you seen this before?

12 A. Yes. It says sixteen five.

13 MR. WILSON: We've seen it, Your Honor. No
14 objection.

15 THE COURT: No objection? All right. Without
16 objection, the same is entered. What number is it,
17 Mr. Norsworthy?

18 MR. NORSWORTHY: Exhibit Number 41, Your Honor.

19 THE COURT: All right. Admitted as 41.

20 (PLF. EXH. 41, Defendant's Answer to Plaintiff's
21 Interrogatories, was marked and admitted into evidence.)

22 THE WITNESS: I wasn't sure how many years he
23 stole. Okay? One more year would have made it sixteen
24 five.

25 Q. I'm confused.

1 A. He stole my software, Mr. Norsworthy.

2 Q. And up here --

3 A. -- from 2005.

4 Q. -- you told the jury 14,500, did you not?

5 A. Yes, I did.

6 Q. And then up here under number two, Defendant's
7 damages, unauthorized use of software 16,500, is that
8 correct?

9 A. That's right. Okay. I'm sorry. I was off. He just
10 stole ten years of my software.

11 Q. What do you mean he stole it?

12 A. Well, Drake software called me about a question he had
13 for 2005. And obviously Mr. Johnson had it on his
14 computer. And that's the reason Mr. Marsh doesn't want to
15 be here because he lied in his deposition or his affidavit.
16 He didn't want to be liable for that too, but he installed
17 it for Mr. Johnson for at least ten years. It could have
18 been eleven. It was either fourteen four or sixteen five.
19 I don't know how many years he stole because we can't get
20 the computer because --

21 Q. Where's the bill? You should have gotten a bill,
22 correct?

23 A. I paid the bill every year \$1400.

24 Q. You paid \$1400 a year. He didn't start working for
25 you till 2015.

1 A. But he had 2005. If he had '5, he had -- you want me
2 to do the finger thing again?

3 Q. Sure.

4 A. '5, '6, '7, '8, '9, '10 -- '6, '7, '8, '9, '10. Okay?
5 There's ten years times 1400. That's \$14,000.

6 Q. But you didn't get a bill after he took your software
7 for 14,000 or 16,000?

8 A. No. That's what I paid for it. He took something I
9 paid for.

10 Q. What do you mean you paid for it? Before --

11 A. Well, he was using -- he was using support for 2005,
12 so he was actually using every year.

13 Q. I'm not going to enter these. Do you remember --
14 recall doing your own affidavit, it looks like, the 9th day
15 of August of 2016? Is that -- do you recollect that?

16 A. Yes.

17 Q. Okay. And there's a timestamp on it. Can you read
18 what time you filed that on the 10th of August? It's right
19 here.

20 A. August 10th at 10:53.

21 Q. And then do you remember doing an amended one after
22 that?

23 A. I think the amended one -- this is --

24 Q. Can you just read that time for me?

25 A. What time? 2:18.

1 Q. PM?

2 A. PM.

3 Q. So this one was done in the morning, and then you
4 corrected it in the afternoon, is that correct?

5 A. Yeah. But you know what? This is Mr. Wilson's doing.
6 He missed an entire year, and the amended one is incorrect.

7 Q. So the original was correct?

8 A. The original is correct.

9 Q. But you signed off on that, right?

10 A. No, that's not my signature. That's Mr. Wilson's.

11 Q. He signed --

12 A. Yeah, he did.

13 Q. -- your initials?

14 A. That's his initials.

15 Q. Why would he initial your affidavit?

16 A. That looks like to me that's a W. That's his last
17 name that starts with W.

18 Q. Okay. So he initialed your affidavit?

19 MR. WILSON: Can I see that?

20 MR. NORSWORTHY: Sure. He's saying that's your
21 initials.

22 BY MR. NORSWORTHY:

23 Q. You're saying you admitted the affidavit and actually
24 changed the --

25 A. What's the point of that anyway? I mean, you know,

1 the point --

2 Q. The point is that your --

3 A. Do you want to get the truth, or do you want to get
4 Mr. Wilson on something or me on something? What do you
5 want here? The point is Mr. Johnson was fired on March 4,
6 2016. That's the correct date.

7 Q. But yesterday you told this jury that there was a
8 judgment against Mr. Johnson regarding the software
9 pirating, is that correct?

10 A. I said there's a summary judgment.

11 Q. There's a summary judgment?

12 A. And I don't know what summary judgment is.

13 Q. Certainly. And you're not an attorney. We're not
14 asking you to --

15 A. Good.

16 Q. -- do any legal --

17 A. Thank you.

18 Q. Would you just read what this document is called?
19 It's right here at the top.

20 A. Consent order.

21 Q. Okay. Would you just read this paragraph now, please?

22 A. In that the parties?

23 Q. Yes, sir.

24 A. In that the parties have all consented to a consent
25 order as evidenced by the signatures below, I find that the

1 parties are prohibited from any -- using of the party's --
2 opposing party's software, Internet, computer databases,
3 including e-mail correspondence. Plaintiffs will provide
4 evidence to counsel for dispendence of the irrevocable
5 deletion of all Drake data and software for the years 2005
6 through '15 within 30 days.

7 Q. Okay. And you did read that, and it says, the parties
8 are prohibited?

9 A. Yes, I read it.

10 Q. It doesn't say Mr. Johnson, does it?

11 A. No, it didn't.

12 Q. Okay. And Mr. Johnson --

13 A. You heard me.

14 Q. -- did provide an affidavit in support of his claim,
15 correct?

16 A. He did. And you tell me on this affidavit, sir, where
17 does it say deletion?

18 Q. I'm asking the questions.

19 A. No. I know that, but there's nothing in here that
20 said he deleted anything.

21 Q. Right. It doesn't. It says he never had it on his
22 computer, doesn't it?

23 A. Yeah, but he did.

24 Q. Where's the evidence?

25 A. The evidence is as he was working at home and Drake

- 1 called me about him -- about Mr. Johnson's question.
- 2 Q. They called you?
- 3 A. Yes.
- 4 Q. And what did they tell you?
- 5 A. They were trying to answer the question that
- 6 Mr. Johnson was asking at his home on Gibb Shoals Road.
- 7 Q. Okay. They said on Gibb Shoals Road, that he called
- 8 from Gibb Shoals Road?
- 9 A. No, they didn't say that. There is nothing in here
- 10 about deletion of my software.
- 11 Q. Are there attachments to that affidavit?
- 12 A. There are attachments.
- 13 Q. Can you tell the jury?
- 14 A. Do you know what attachments is? The attachments is
- 15 that he bought 2016.
- 16 Q. Oh, he did?
- 17 A. Yes. That's what it says.
- 18 Q. Okay.
- 19 A. And you know what? It doesn't say anything about 2005
- 20 through '15, sir.
- 21 Q. Are you aware that those are included in the package?
- 22 A. Yeah. He bought them.
- 23 Q. But you never received a bill for those, did you?
- 24 A. I never received a bill? No, I didn't.
- 25 Q. So how is it damages to you?

1 A. He was using my programs and my credentials to ask
2 questions. Later after we got an order, he bought his own.
3 Okay?

4 Q. I just have one more question for you, Mr. Brock. Why
5 would anyone agree to the agreement that you're saying that
6 you and him had where you would get money for the 2015 tax
7 year, not give him the 80 percent until the next year when
8 you got paid a second time? How does that make sense?

9 A. Okay. Mr. Norsworthy, you're very -- did you take
10 accounting in college because here's the deal. We've
11 already discussed the issue whereby Mr. Johnson worked on
12 those clients. Okay? And there's even an exhibit that can
13 be shown on that board over there that Mr. Johnson got paid
14 at least 50 percent. I don't know the exact percentage.
15 But I am a CPA. Okay? And if I add 50 percent to
16 80 percent, I come up with 130 -- okay -- 130 percent.
17 Okay. So I'm going to pay --

18 Q. What are you saying --

19 A. Listen and let me answer the question. Okay? Can I
20 answer your question?

21 Q. You can't keep going if you're not going to -- no.

22 A. Or ask the question --

23 Q. Okay. What 50 percent are you talking about?

24 A. I'm talking about the \$30 an hour.

25 MR. NORSWORTHY: No further questions, Your

1 Honor.

2 MR. WILSON: Your Honor, I'd like to ask the
3 Court to give Mr. Brock a chance to answer the question as
4 he understands it.

5 THE COURT: Okay. All right. That's fine. I
6 think he did. I think he did. I think that ended
7 cross-examination.

8 Do you have any redirect, Mr. Wilson?

9 MR. WILSON: Two things that Mr. Norsworthy
10 covered.

11 REDIRECT EXAMINATION

12 BY MR. WILSON:

13 Q. The first thing is, Mr. Brock, when you introduced
14 into court these 433s -- have I got the number right?

15 A. Yes.

16 Q. Okay. The customers names and so forth are redacted,
17 isn't that true?

18 A. Correct.

19 Q. Now, when Mr. Johnson attached 14 exhibits to his
20 complaint that detailed your business, that was published
21 by filing?

22 A. There was a half a pound of my personal e-mails and
23 personal contracts, none of which were redacted,
24 Mr. Wilson. None of it. They're on permanent display in
25 Google. Anybody that tried to buy my firm punched in --

1 the first thing they would do if they did any due diligence
2 whatsoever, they're going to punch my name in Google. And
3 they're going to find all those documents which are
4 personal. My proposed contracts, my unsigned contracts, my
5 e-mails, my employees names, how much each one of them
6 made. There were just -- my e-mails between myself and
7 Mr. Stokes, between myself and Mr. -- I think it was
8 Mr. Faris, you know, who was brokering the firm. And also
9 there was some other personal information that Mr. Johnson
10 chose to put on Google so everybody could see it.

11 Q. Yes, sir.

12 A. He went back and went down to the courthouse on a
13 public index and printed everything that I've done, every
14 ticket I've gotten since 1984 or '94 and put that on the
15 complaint which is now at the courthouse which is now on
16 Google. Okay? He put -- none of that stuff was redacted,
17 Mr. Wilson.

18 Q. Yes, sir. Now --

19 A. And it's still there and will forever be there.

20 Q. Yes, sir. Mr. Norsworthy tried to ask you about the
21 difference between 6A and 6B. Those are the two
22 preliminary proposals that were exchanged between you and
23 Mr. Stokes.

24 A. Yes.

25 Q. And under those proposals, sir, it was contemplated

1 that Mr. Stokes would buy your business?

2 A. Yes.

3 Q. Now, the contract that eventually was entered into was
4 an asset purchase agreement. Can you tell the jury your
5 understanding of why that's different from the original
6 proposal as an asset purchase agreement?

7 MR. NORSWORTHY: Your Honor, I'm going to have to
8 object. This has nothing to do with my cross.

9 MR. WILSON: Sure. You asked him about whether
10 or not he was going to assume the --

11 MR. NORSWORTHY: You're asking the jury --

12 MR. WILSON: Let me finish, sir, please. Please
13 let me finish. The difference relates to your question
14 about whether or not Mr. Brock had to assume liability and
15 why Mr. Stokes would buy it. And Mr. Brock answered and
16 he's got -- and I'm trying to show that the documentation
17 supports Mr. Brock's answer to your question, sir.

18 THE COURT: Okay. I'll overrule the objection.

19 MR. WILSON: Thank you, sir.

20 BY MR. WILSON:

21 Q. An asset purchase agreement, Mr. Brock, means they're
22 just buying the assets and not the company, right?

23 A. They were buying the book of business on the original
24 two contracts, and the difference between 6A and 6B, was
25 you know, we were trying -- it was just a matter of days.

1 We were trying to close in December of '15. And that was
2 6A. And 6B was just the same basic information. It was
3 just that Mr. Johnson kept throwing wrenches in my life
4 and, you know, talking to other people, and things started
5 getting back to Mr. Stokes. So the contract was put off
6 from December closing, which we had hoped to close in
7 December. I'd hoped to not have to work another tax year.
8 Okay? But, you know, it got paused. And it was a mutual
9 thing. It wasn't all Mr. Stokes. I mean, I'm a legitimate
10 businessman. I've got this issue over here with
11 Mr. Johnson. And I've got some accusations, and I just
12 needed to clear those up, so I bore down and worked another
13 tax season.

14 Meanwhile, I put in -- wrote another contract.
15 Mr. Johnson accessed that one as well, put it on the
16 Internet for everybody to see. And then we didn't close in
17 July.

18 So, yeah, there were two contracts. And what the
19 difference of them was is that the first two contracts he
20 was buying the book of business 370,000, whatever it was.
21 You know, you run a schedule of all your billings from
22 January to December or from June -- July the 1st to
23 June the 30th, and there's the billings. And, you know, if
24 it's --

25 Q. And that was going to be the price for the book of

1 business?

2 A. Well, it's 1.8 times that. That was our agreed-on
3 price.

4 Q. How does that differ from the second to the third?

5 A. The second had nothing to do with my book of business.
6 Well, it did, but it was just collections only. There was
7 no upfront price. You know, I mean, I was getting X amount
8 of money, and he was getting these clients. And here they
9 are, and here's what I bill for them. And he's buying
10 them. Okay? But the second one, I'm getting zero if those
11 clients don't come back.

12 Q. Yes, sir. Now, Mr. Norsworthy asked you just a few
13 minutes ago about why would you want to pay 60 percent and
14 80 percent, and of course you went into that. What that
15 80 percent was was not wages, but it was -- was it a
16 commission?

17 A. It was for that book of business.

18 Q. For Mr. Johnson?

19 A. Yes, it was for those eleven or twelve clients. We
20 called them the dirty dozen for a while, but -- of which
21 Mr. Johnson, half of those -- most of those is clients now.

22 Q. Sure.

23 A. If he had sold me those clients, I agreed and
24 Mr. Johnson admitted in his testimony earlier that I was
25 going to pay him May 31st for everybody. You know,

1 everybody.

2 Q. But it was the purchase price for the purchase of
3 those business opportunities?

4 A. That's right. Just like I sold mine.

5 Q. Thank you. I'm going to show you this order that
6 Mr. Norsworthy referred to. Have you seen that before
7 today?

8 A. It's a consent order. Yes. I just read it.

9 MR. WILSON: Did he introduce that?

10 MR. NORSWORTHY: I did not.

11 (Off record discussion.)

12 BY MR. WILSON:

13 Q. Mr. Brock, if you would, take a look at that just for
14 a minute. I know you're not a lawyer. And aren't you
15 glad? Would you read the first paragraph? Let's published
16 the first paragraph of that consent order, sir. Would you
17 please read it to the jury?

18 A. Read the entire first paragraph?

19 Q. Yes, sir.

20 A. Okay. Are y'all guys ready? It's a long paragraph.
21 This matter becomes before the court via the Defendant's
22 motion for partial summary judgment.

23 Q. Who's the Defendant?

24 A. Me.

25 Q. Is that you?

- 1 A. Me.
- 2 Q. Thank you.
- 3 A. And all my condos and all my houses and everybody.
- 4 Q. Yes, sir.
- 5 A. Okay. Comes before Defendant's motion for partial
6 summary judgment. That's what I told him it was. And by
7 agreement by the attorneys in this matter, Robert C.
8 Wilson, counsel of record for Defendants, and Ken E.
9 Norsworthy, Jr., counsel of record for the Plaintiffs, for
10 this court to prohibit the parties in this matter from
11 unauthorized invasions of and deprivation from the opposing
12 party's private computer, databases and from the opposing
13 party's personal information, from entering communication
14 of the parties and enjoining the parties, from any
15 publication or use of the opposing party which the other
16 has obtained.
- 17 Q. How does that order and how does that paragraph you
18 just read apply to you taking anything from Mr. Johnson?
- 19 A. I'm assuming I'm part -- just like him, I can't take
20 any of his information either.
- 21 Q. Right. And does it prohibit him from taking things
22 from you?
- 23 A. Yes.
- 24 Q. Is that the reason that we entered into that?
- 25 A. That is the reason.

1 Q. Thank you, sir.

2 MR. WILSON: We move the admission of Defendant's
3 Exhibit 5 into the record.

4 MR. NORSWORTHY: No objection.

5 THE COURT: Without objection, the same is
6 admitted into evidence.

7 (DFT. EXH. 5, Consent Order, was marked and admitted
8 into evidence.)

9 MR. WILSON: Your Honor, I'm pleased to report
10 those are all my questions.

11 THE COURT: Okay.

12 Any recross?

13 RECCROSS-EXAMINATION

14 BY MR. NORSWORTHY:

15 Q. Real quickly, what evidence do you have that he
16 took -- that Mr. Johnson took information off of your
17 system?

18 A. First of all, that half pound of information he
19 attached to his complaint. All of that is personal
20 information, sir.

21 Q. Whose personal information?

22 A. Mine or my business.

23 Q. Let's just go through it real fast.

24 A. Let's go through that. I'd like to.

25 Q. Exhibit 1. These have all been entered. What's that?

1 A. That, sir, is -- that, sir, is where Mr. Johnson
2 pilfered Mr. Martin's entire client list.

3 Q. And what did he do with it?

4 A. I don't know. I never had it.

5 Q. You never had it?

6 A. No, I didn't.

7 Q. But this ended up in Exhibit 2?

8 A. Yeah. It was in Mr. Johnson's computer when he did
9 the same thing to his previous employer. He stole the
10 entire client list.

11 Q. What's this, Exhibit 2?

12 A. Okay. That is -- Mr. Johnson selected some of it and
13 put it on our program under his --

14 Q. So you're sitting here saying that you accepted
15 pilfered information from Mr. Johnson, is that correct?

16 A. I let Mr. Johnson put some of those on the file on the
17 contract, and he was doing -- he was operating as
18 marketing. He said they're going out of business. I
19 didn't know the status of all that.

20 Q. Okay.

21 A. But he had lost his license, and he was putting some
22 things on our system to market them because they were going
23 elsewhere.

24 Q. Exhibit 3 is a letter that has his signature on it.
25 That yours, correct?

- 1 A. No. That's his. He did all that marketing.
- 2 Q. You just told the jury --
- 3 A. I just said -- this is -- R-O-N is Ron. I didn't sign
- 4 that.
- 5 Q. Sure. But you just told the jury that all of these
- 6 exhibits he filed with his complaint were yours, that they
- 7 were your confidential stuff.
- 8 A. Okay. Let's say 90 percent. Okay?
- 9 Q. Ninety percent?
- 10 A. Ninety percent.
- 11 Q. Okay. His timesheets, are they part of the
- 12 90 percent, or are they part of the ten percent that are
- 13 his information?
- 14 A. I would say that's personal information, my business
- 15 information.
- 16 Q. Your business information?
- 17 A. Well, yeah. That's part of my business records.
- 18 Q. Isn't this proof of his labor, and isn't this proof
- 19 that he provided you with this?
- 20 A. True, but it's business relationship. Okay? He
- 21 provided it to my business.
- 22 Q. What's this? This is Exhibit 5 that he included. Is
- 23 this yours? It has his name on it. It's his schedule. Is
- 24 this his schedule?
- 25 A. It's part of my business information.

- 1 Q. This timesheet he sent you on 1/26 asking you for some
2 of that money that you owed him, is that what this is? Is
3 this your information, or is this his?
- 4 A. This is business information, sir.
- 5 Q. That he was involved in, correct?
- 6 A. Correct.
- 7 Q. This letter he wrote you that you wouldn't sign, this
8 is business information, correct?
- 9 A. This is business information, and he provided that
10 invoice two weeks after he wrote every one of those people
11 a letter asking them to come to his private practice.
12 Okay?
- 13 Q. This is Exhibit 9. Who wrote this e-mail?
- 14 A. You know, all of these e-mails are business e-mails.
15 They have no purpose being attached to a lawsuit.
- 16 Q. You wouldn't agree that they support his claims?
- 17 A. Yes, they support his claims, but that's for this
18 court to decide, not to be published at the courthouse.
19 All my e-mails --
- 20 Q. Did he publish these things?
- 21 A. Yes, he's published things.
- 22 Q. Did he put them on Google and put things on the
23 Internet?
- 24 A. He might as well have, sir.
- 25 Q. How? What do you mean he might as well have?

- 1 A. Well, if you punch in George Brock, every one of them
2 is there, sir.
- 3 Q. Where?
- 4 A. On Google.
- 5 Q. Where on Google?
- 6 A. Under G-E-O-R-G-E dash Brock, B-R-O-C-K, CPA. Enter
7 that in Google, and all this personal information is there
8 for everybody to review.
- 9 Q. How far down the list?
- 10 A. Oh, it's probably twelve.
- 11 Q. Didn't you say it was on the second page of Google
12 yesterday?
- 13 A. I did. The last time I looked, it was.
- 14 Q. And when you click on that, what happens?
- 15 A. You can access all this information.
- 16 Q. What comes up when you hit it?
- 17 A. I don't know, sir. I'd have to go do it. Bring me a
18 computer. I'll do it, and I'll bring it up for you.
- 19 Q. Do all these documents just pop up when you click on
20 it?
- 21 A. They do if you know how to use computers.
- 22 Q. Exhibit 11 -- and this will be the last one I show
23 you -- these are the invoices of money that you made off of
24 the clients that he brought in, correct?
- 25 A. That's the gross income; that's not the money I made.

1 Q. So --

2 A. If you take -- if you take Mr. Johnson's pay for doing
3 those returns, which is at least 50 percent, then you put
4 an overhead factor of 33 percent, which is normal in CPA
5 firms, that means I made about ten percent on all of those
6 clients.

7 Q. Then why did you agree on the agreement for what you
8 allege is for multiple years if it wasn't profitable?

9 A. I'm not sure I understand your question.

10 Q. If it wasn't profitable for you to make that
11 agreement, then why would you make the agreement?

12 A. Under the terms that Mr. Johnson is alleging, it
13 wasn't profitable to pay him 50 percent and another
14 80 percent. I'd be insane to do that, sir. He was selling
15 me those clients, and he requested them to come back to his
16 firm on January 14th of '16.

17 Q. Is that why you didn't pay him?

18 A. That's the reason I didn't pay him, because they were
19 gone. If you buy a car, you want to make sure the key
20 works, right.

21 Q. You keep using these metaphors, correct? Did you buy
22 a car from him?

23 A. I bought clients. I bought a book of business.

24 Q. But you didn't give him any money for it?

25 A. Well, no, I didn't. Because you know why? He took it

1 back. If you go buy a car and you go back that night with
2 a secondary key and drive it back home, you know, I don't
3 think you owe for that car.

4 Q. But in your analogy, that's --

5 A. And I think that's -- I think that's --

6 Q. -- to the purchaser, is that correct?

7 A. I'm sorry?

8 Q. Under your analogy, under your metaphor, you're saying
9 that if a car -- a transaction happened and a car was
10 delivered to the purchaser and then the seller took the car
11 back that that wasn't a purchase, is that correct?

12 A. I believe under common law that you've got a case.

13 Q. Are you an attorney?

14 THE COURT: Let's move on, please.

15 THE WITNESS: Move on.

16 MR. NORSWORTHY: Your Honor, no further
17 questions.

18 THE WITNESS: Thank you.

19 THE COURT: Thanks, Mr. Brock. I appreciate it.
20 You may step down.

21 MR. WILSON: I'm pleased to report that that
22 concludes my examination of Mr. Brock.

23 THE COURT: I know it does. It absolutely does.
24 Mr. Brock, you can step down, please.

25 THE WITNESS: Thank you.

1 MR. NORSWORTHY: Your Honor, we've got one
2 logistical -- may we approach the bench?

3 THE COURT: Sure. Yeah, absolutely.

4 Why don't -- we haven't been in here that long, but
5 let's take a short break in any event, and then we'll come
6 back in and we'll conclude testimony. Please don't discuss
7 the case.

8 (Whereupon, the jury exited the courtroom at
9 approximately 10:46 AM after which a short recess
10 transpired.)

11 THE COURT: All right. Bring the jury in,
12 please.

13 (Whereupon, the jury entered the courtroom at
14 approximately 11:06 AM.)

15 THE COURT: All right, Mr. Wilson. You may call
16 your next witness, sir.

17 MR. WILSON: May it please the Court.

18 THE COURT: Yes, sir.

19 MR. WILSON: Mr. Brock would like to call Stephen
20 Stokes to the stand.

21 * * * * *

22 STEPHEN STOKES,

23 being first duly sworn, testified as follows:

24 DIRECT EXAMINATION

25 BY MR. WILSON:

1 Q. Good morning, sir. Would you tell the jury what your
2 name is.

3 A. Sure. My name is Stephen Stokes.

4 Q. And what kind of business are you in, Mr. Stokes?

5 A. I'm a CPA.

6 Q. And what kind of CPA practice do you practice?

7 A. We serve small businesses and individuals, a smaller
8 firm in Greenville here.

9 Q. How does one grow a CPA practice?

10 A. By getting new clients.

11 Q. Yes, sir. And is one of the ways to get new clients
12 to merge with other firms?

13 A. That is one of the ways.

14 Q. Or to purchase their client -- their book of business?

15 A. Yes.

16 Q. Yes, sir. In fact, in November of 2015, did you enter
17 into negotiations and discussions with Mr. Brock?

18 A. I did.

19 Q. And what were those negotiations designed to achieve?

20 A. We were talking about me acquiring his CPA practice.

21 Q. All right, sir. I'm going to show you a document
22 that's marked 6A dated December 15, 2015.

23 MR. NORSWORTHY: Your Honor, it's already in the
24 record.

25 THE COURT: Okay. Has it already been admitted

1 into evidence?

2 MR. NORSWORTHY: Yes, sir.

3 THE COURT: Okay. Good enough.

4 BY MR. WILSON:

5 Q. Do you recall receiving that document, Mr. Stokes?

6 A. I do.

7 Q. And did that -- could I ask you just a few questions?

8 Does it have a set price for the purchase, your purchase,
9 of Mr. Brock's business?

10 A. It does.

11 Q. And on the second page, is there a provision for you
12 taking the employees of Mr. Brock along with his book of
13 business?

14 A. He's asking for that.

15 Q. Asking for 90 days?

16 A. Yes.

17 Q. For a guarantee that they'll be employed for 90 days?

18 A. Yes.

19 Q. Yes, sir. What happened as a result of Mr. Brock's
20 proposal there that you're holding in your hands?

21 A. Well, it never went -- this proposal didn't go
22 through.

23 Q. Yes, sir. I'm going to show you another document,
24 again, from Mr. Brock. It's marked 6B.

25 MR. NORSWORTHY: It's also in evidence, Your

1 Honor.

2 THE COURT: Yes, sir.

3 BY MR. WILSON:

4 Q. Would you take a moment, Mr. Stokes, and review that?

5 A. (Witness reviewed document.)

6 Q. Have you seen that document before, sir?

7 A. I think so. I didn't read every line. I don't have
8 it to compare to, but I think so.

9 Q. Thank you.

10 A. Okay.

11 Q. Sir, during the period of these exchanges, did you
12 receive disturbing news about Mr. Brock's business that he
13 was considering -- that y'all were considering buying and
14 selling?

15 A. I received some news that there was a dispute with a
16 an employee.

17 Q. From whom did you hear that, sir?

18 A. From a CPA friend of mine.

19 Q. Who?

20 A. Gary Wheeler.

21 Q. And is Mr. Wheeler now associated with you?

22 A. He is.

23 Q. All right, sir. And what exactly was it that you
24 heard from Mr. Wheeler?

25 A. Gary Wheeler and I are friends in the CPA business, so

1 we get together on a regular basis. And in one of our
2 discussions, he mentioned that he had talked to Ron Johnson
3 and that Ron was unhappy with some things that happened
4 with George. I believe it was comments about he didn't get
5 paid for something he was owed. And also Gary knew of some
6 of -- seemed to know some of my discussions with George.

7 Q. What did you do as a result of receiving this
8 information from Mr. Wheeler, sir?

9 A. I called George.

10 Q. And did you discuss the information with Mr. George?

11 A. I did.

12 Q. And what exactly did you determine from your
13 discussion with Mr. Brock?

14 A. That Ron was unhappy and that George did not agree
15 with what Ron was saying.

16 Q. Yes, sir. Did you become -- were you comforted -- to
17 what degree of comfort did you derive from your discussions
18 with Mr. Brock?

19 A. Well, I felt a little bit better, but I was still
20 concerned that there was something going on.

21 Q. Yes, sir. Did this information about -- did you
22 receive that information during the tax season?

23 A. It was just prior to the tax season, I believe.

24 Q. Yes, sir. And the tax season, of course, immediately
25 followed then, didn't it?

1 A. Yes.

2 Q. Okay. And when is -- will you tell us civilians what
3 is the tax season?

4 A. Well, tax season ends on April 15th and begins
5 anywhere from mid January to February.

6 Q. All right, sir. And after the tax season, did you and
7 Mr. Brock then enter further negotiations for the
8 acquisition of Mr. Brock's business?

9 A. We did later after tax season.

10 Q. Yes, sir. And did you reach an understanding with
11 Mr. Brock?

12 A. We did.

13 Q. And I'm going to show you this document. I'm going to
14 show you a document that's unsigned, but I can assure you
15 that it's the one that has been signed. You don't need to
16 memorize it or look at it, but just identify it.

17 A. Okay. Yes.

18 Q. Is that the agreement that you executed with
19 Mr. Brock?

20 A. I believe so.

21 Q. Okay.

22 MR. WILSON: We'd like to mark that Defendant's
23 Exhibit 6.

24 (DFT. EXH. 6, Asset Purchase Agreement, was marked for
25 identification.)

1 BY MR. WILSON:

2 Q. Now, Mr. Stokes, that Exhibit 6 is different from the
3 first two proposals, isn't it?

4 A. It is.

5 Q. And could you describe for the jury in what way it's
6 different from the first two proposals?

7 A. Well, it's the actual agreement that we both signed.

8 Q. Yes, sir. How is it different from the earlier
9 agreements that were proposed?

10 A. The terms are different.

11 Q. What were the terms? How are the terms different,
12 sir?

13 A. Well, all three proposals have somewhat different
14 terms from the purchase price and how the price will be
15 paid and when. Several different terms.

16 Q. Yes, sir. Were the first two proposals lump-sum
17 payments?

18 A. The first proposal included some down payments,
19 several down payments, several lump-sum payments, yes.

20 Q. Yes, sir. But the final agreement provided that you
21 would pay Mr. Brock only based upon cash collections from
22 the clients that passed to your business from his business?

23 A. That's correct.

24 Q. Thank you. And that's not a lump-sum payment. That
25 required -- and how long does it last?

1 A. Five years.

2 Q. And that is basically a noncompete because Mr. Brock
3 has got to bring all of his clients to you?

4 A. It could be construed that way.

5 Q. Thank you, sir. Now, would you agree that --

6 THE COURT: Mr. Wilson, I don't mean to take up
7 your spot. Do you want to admit Exhibit 6?

8 MR. WILSON: I'm sorry. It's not my bladder;
9 it's my ears.

10 THE COURT: I understand. I just want to make
11 sure that if you want to admit Exhibit 6 or Defendant's
12 Exhibit 6 --

13 MR. WILSON: Yes. I move the admission of
14 Defendant's Exhibit 6 into the record.

15 THE COURT: Mr. Norsworthy, any objection?

16 MR. NORSWORTHY: No objection.

17 THE COURT: All right. Without objection, the
18 same is admitted into evidence.

19 MR. WILSON: Thank you, Your Honor.

20 THE COURT: Yes, sir.

21 (DFT. EXH. 6, Asset Purchase Agreement, was
22 admitted into evidence.)

23 BY MR. WILSON:

24 Q. One last thing, Mr. Stokes. The net net -- is that an
25 accountant's term? The net net is -- the final Exhibit 6,

1 which was your agreement with Mr. Brock, shifted the risk
2 of loss of clients due to attrition, dying, or going
3 somewhere else, shifted that from you to Mr. Brock?

4 A. I can't comment on that. I don't know.

5 Q. You don't know?

6 A. Right.

7 Q. Okay. But if a client sold to you under that
8 Exhibit 6 doesn't come back, you don't owe Mr. Brock
9 anything for their business?

10 A. That's correct.

11 Q. Thank you, sir. I have no further questions.

12 THE COURT: Cross-examination?

13 CROSS EXAMINATION

14 BY MR. NORSWORTHY:

15 Q. Good morning, Mr. Stokes.

16 A. Good morning.

17 Q. You were just talking about clients don't come back.
18 They're gone. If you don't receive anything, you don't
19 receive anything. That's what we call attrition, correct?

20 A. Yes.

21 Q. Okay.

22 A. It could be attrition; it could be various reasons.

23 Q. Okay. Do you increase your rates every year?

24 A. We do for some clients. It's on a case-by-case basis.

25 Q. Okay. So there's not just a blanket rate increase?

1 A. Correct.

2 Q. But if you did increase your rates on clients that Mr.
3 Brock sent to you, he would still get that 25 percent, and
4 that rate increase would increase his?

5 A. He would get 25 percent of whatever that client pays.

6 Q. Okay. And I took your deposition in December,
7 correct?

8 A. Yes.

9 Q. And that was December 13th of last year?

10 A. Yes, I believe so.

11 Q. Okay. And at that deposition, you gave me these
12 e-mails, correct?

13 A. Yes.

14 Q. Still have the same folder?

15 A. Okay.

16 Q. And if you'll just take a look. And these e-mails,
17 you represented that this is all the e-mails that you had
18 with Mr. Brock leading up to the sale purchase, is that
19 correct?

20 A. That's correct.

21 Q. Okay. So this first e-mail is from a broker
22 Mr. Faris, correct?

23 A. Yes.

24 Q. And you testified that he set you up with Mr. Brock,
25 and y'all met, and then you began e-mailing each other, is

- 1 that correct?
- 2 A. Correct.
- 3 Q. And Mr. Faris sent you some information on Mr. Brock's
- 4 firm?
- 5 A. Yes.
- 6 Q. And you saw the firm listed on Mr. Faris' brokerage
- 7 website, correct?
- 8 A. Yes.
- 9 Q. And did it have a price listed?
- 10 A. It did, I believe.
- 11 Q. Okay. So then Mr. Wilson showed you Plaintiff's
- 12 Exhibit 6 which includes 6A which is the letter from
- 13 December 15th, correct?
- 14 A. Yes.
- 15 Q. And that was an e-mail?
- 16 A. Yes.
- 17 Q. Was that the first time y'all had discussed terms?
- 18 A. That was the first time it was laid out in a
- 19 comprehensive format like that, but we might have discussed
- 20 parts of it in person.
- 21 Q. Okay. And you said earlier that it was for a set
- 22 price, is that correct?
- 23 A. Initially the listing was for a set price.
- 24 Q. But y'all were going to adjust it when the closing
- 25 happened based on the actual numbers, or was it just a set

1 price?

2 A. Not necessarily. It was all negotiations.

3 Q. And he sent that on, is that correct, December 15 of
4 2015?

5 A. I believe so.

6 Q. Okay. And then you responded on the 16th thanking him
7 for the offer and asking to think it over for a couple of
8 days. Does that look familiar?

9 A. That's right.

10 Q. Okay. And then on the 17th he responded and said he
11 looked forward to talking to you. You remember that?

12 A. Yes.

13 Q. Okay. And then we skip forward all the way into
14 January, January 27th. Was that the next time y'all spoke?

15 A. I don't think so.

16 Q. Okay. Do you think that during that period between
17 the end of December and that January is when y'all spoke
18 over the phone about Mr. Johnson?

19 A. Yes. At least that. I'm not sure if we spoke any
20 other time or not.

21 Q. Okay. Can you tell us about -- tell the jury about
22 your conversation with Mr. Wheeler regarding Mr. Johnson's
23 interview with Mr. Wheeler in December? Did he tell you
24 all the details of it?

25 A. He told me some things. It's been over two years or

1 about two years. I don't remember a lot of the details
2 right now.

3 Q. Certainly. But he told you he had met with
4 Mr. Johnson about an interview?

5 A. Yes.

6 Q. And that Mr. Johnson had some disparaging words about
7 the Defendant, correct?

8 A. Yes.

9 Q. And Mr. Johnson told him something about some kind of
10 sale purchase thing going down?

11 A. Yes.

12 Q. With Mr. Brock's firm?

13 A. Yes. He was aware of something going on like that.

14 Q. Okay. So what was -- did you have a concern when you
15 heard these disparaging words about the potential seller of
16 a firm that you were going to buy?

17 A. Yes.

18 Q. And what were those concerns? Do you remember?

19 A. Concerns that it could affect the value of the
20 business. Concerns that what I thought would be a
21 potential employee was no longer going to be a potential
22 employee most likely.

23 Q. So you thought Mr. Johnson might come to work for you?

24 A. Initially, yes.

25 Q. Okay. Is there a reason that you thought that?

1 A. Because he was working for George when I met George.

2 Q. Okay. Did George have anything to say about

3 Mr. Johnson when you first met?

4 A. That he was a CPA and helping him do tax work.

5 Q. Okay. And when you spoke to Mr. Brock about what you

6 had heard from Mr. Wheeler, what happened? Did the deal

7 fall apart then?

8 A. No. I just told him what I had heard, and he told me

9 what he knew. And then we didn't say okay, we're not doing

10 this anymore, no.

11 Q. So --

12 A. Is that what you mean there?

13 Q. So you didn't just call off the deal when you heard

14 that?

15 A. Correct.

16 Q. Okay. And you say it was sometime in December or

17 January, 2015 into 2016, correct?

18 A. Yes.

19 Q. Okay. You didn't just call off the deal. Did

20 Mr. Brock express any concern? Did he say let's make this

21 happen? What was the reaction of Mr. Brock?

22 A. He just clarified that what Mr. Johnson said was not

23 true. Other than that, I don't remember what else we

24 discussed.

25 Q. So this was all happening right before tax season,

- 1 correct?
- 2 A. Yes.
- 3 Q. So did the deal get put on hold because of tax season?
- 4 A. I don't really -- we just stopped talking about it. I
- 5 don't really know. We didn't necessarily say we're putting
- 6 it on hold for any reason.
- 7 Q. So you just -- you had some conversations, you had
- 8 some numbers out there, and then y'all stopped talking
- 9 about it for a while, is that correct?
- 10 A. Right.
- 11 Q. When did the negotiations strike back up?
- 12 A. Sometime after tax season. I believe like July or
- 13 August.
- 14 Q. July or August?
- 15 A. I think so. I'm not -- I can't remember for sure.
- 16 Q. So y'all didn't have a firm plan to go down in July
- 17 for the sale purchase transaction?
- 18 A. We had talked about that in one of the offers.
- 19 Q. Okay.
- 20 A. We never signed that agreement.
- 21 Q. But you were just -- was it informal negotiations?
- 22 A. Yeah, it was just part of negotiations.
- 23 Q. Are you aware of any other firms that Mr. Johnson
- 24 disparaged Mr. Brock's name of?
- 25 A. There's been another firm name that I've seen or

1 mentioned, yes.

2 Q. Can you tell the jury what firm that is?

3 A. I think it was Martin Accounting Services.

4 Q. And that was Mr. Johnson's previous employer, correct?

5 A. I think so.

6 Q. Were you aware that he got a judgment against
7 Mr. Martin?

8 A. No, I wasn't.

9 Q. Okay. Were there any other members of the business
10 community as far as CPA practice goes that you heard
11 disparaging words about Mr. Brock that were allegedly made
12 by Mr. Johnson?

13 A. No.

14 Q. And when did y'all close on this transaction to
15 purchase Mr. Brock's firm?

16 A. December 2016.

17 Q. And do you remember saying in your depo that
18 Mr. Johnson's words to Mr. Wheeler was a factor among
19 factors?

20 A. I do remember saying that.

21 Q. So it wasn't the main cause of the deal not going down
22 in January 2016 or December 2015?

23 A. I don't have a main cause.

24 Q. You had tax season going on, y'all were in formal
25 negotiations, is that correct?

1 A. We were in negotiations, yes.

2 Q. Is there any reason -- is Mr. Wheeler available for
3 testimony?

4 A. He's out of the country at the moment. .

5 Q. Did you purchase his firm as well?

6 A. I did, yes.

7 Q. And he works with you now in your firm, is that
8 correct?

9 A. He does.

10 Q. Okay. Are you aware if he was deposed in this case?

11 A. I don't know.

12 Q. Okay. That's all the questions I have. Thank you.

13 THE COURT: Yes, sir?

14 REDIRECT EXAMINATION

15 BY MR. WILSON:

16 Q. Mr. Stokes, proposal one, proposal two versus the
17 contract that was ultimately signed, sir. The contract
18 that was ultimately signed contract -- excuse me. The
19 contract that was ultimately signed has been changed in
20 structure and terms, hasn't it?

21 A. Yes.

22 Q. And that change reflects a different approach to the
23 business transaction so that Mr. Stokes is protected from
24 loss of clients?

25 A. That's a judgment. I can't comment on that.

1 Q. Thank you, sir.

2 MR. WILSON: I have no further questions, Your
3 Honor.

4 MR. NORSWORTHY: Recross, Your Honor?

5 THE COURT: All right. Thank you, sir. I
6 appreciate you being here with.

7 THE WITNESS: Okay. Thank you.

8 THE COURT: You may be excused.

9 All right. Mr. Wilson, any additional evidence that
10 the Defense wishes to put into the record, sir?

11 MR. WILSON: Excuse me, Your Honor. I apologize.

12 THE COURT: No. That's okay.

13 MR. WILSON: That concludes the Plaintiff's case,
14 Your Honor. The Defendant's case, Your Honor.

15 THE COURT: Okay. All right. Does Plaintiff
16 intend to put any evidence into the record on reply or
17 rebuttal, sir?

18 MR. NORSWORTHY: No, sir, Your Honor.

19 THE COURT: Okay.

20 All right, ladies and gentlemen, this is what we're
21 going to do. I know I've got lunch coming for you. It
22 might be a little bit of time.

23 MR. WILSON: Excuse me, Your Honor.

24 THE COURT: Yes, sir?

25 MR. WILSON: I apologize for interrupting. Mr.

1 Stokes is under subpoena. May I ask you to --

2 THE COURT: Yes, absolutely. I think I'd already
3 said that, but that's okay.

4 Yes, sir, you may leave. You're excused.

5 THE WITNESS: Thank you, Your Honor.

6 MR. WILSON: He wanted to hear it again.

7 THE COURT: I understand.

8 Okay. Ladies and gentlemen, I need to take up some
9 motions, and then I need to talk to the attorneys about
10 charge, argument and charge. Okay?

11 Do we have any idea how long it may take for their
12 lunch to get here?

13 THE CLERK: He said he'd try to have it ready by
14 12:30.

15 THE COURT: By 12:30? Okay.

16 So this is what were going to do, ladies and
17 gentlemen. So that you're not just sitting around captive
18 in that hot jury room waiting on us, I'm just going to
19 release you for a half hour. Okay?

20 And at the end of that half hour, one of two things is
21 going to happen. We are going to have our food, or we will
22 have had the opportunity to discuss charge and we might be
23 able to go to argument and charge. But come by in a half
24 an hour. And what I expect at that point in time is the
25 food will be arriving shortly. Actually, come back at

1 12:15. Make it 12:15. And the food will be arriving
2 shortly. We will have finished all of our business.
3 Hopefully you can come back. You can eat. And then we'll
4 go into our argument and charge. Okay? Good enough.

5 So go wherever you want, do whatever you want. Just
6 be back at 12:15. Don't discuss the case. Thank you.

7 (Whereupon, the jury exited the courtroom at
8 approximately 11:29 AM.)

9 THE COURT: Counsel, I'll be happy to hear from
10 you any motions you may have.

11 MR. NORSWORTHY: Your Honor, Plaintiff would like
12 to move for directed verdict as to all Defendant's
13 counterclaims. As to interference with a business
14 opportunity, number one, the Defendant did in fact sell the
15 company to the same purchaser. I don't believe that under
16 South Carolina law that -- I don't believe there's a claim
17 there for a future contract, and especially to the extent
18 where the future contract was actually executed.

19 As to fraud, Your Honor, in the record in Defendant's
20 deposition, he admits that the fraud claim -- the timeline
21 is completely wrong. Defendant's counterclaim says that as
22 a material term to the hiring of Plaintiff that Plaintiff
23 offered these clients up to Defendant. At his deposition,
24 he testified that in fact he was hired. And it was weeks
25 later that they actually discussed this other arrangement.

1 Therefore, there is no fraud claim per Defendant's
2 counterclaim.

3 If Your Honor would like, I could hand up that
4 deposition testimony. It's brought up at multiple times.

5 THE COURT: Yeah, I'm comfortable. I'm
6 comfortable. I'll rely on the evidence at this point.

7 MR. NORSWORTHY: As to trade secrets, Your Honor,
8 we don't believe that anything filed is a trade secret.
9 There is no mathematical equation. There's no competitive
10 edge that was given to any competitors. There's no
11 evidence, and Defendant hasn't offered any evidence, that a
12 competitor did in fact use any of this information to
13 Defendant's disadvantage. And further, Your Honor, no
14 damages because Plaintiff -- or Defendant did in fact sell
15 his business and has offered no evidence of actual damages
16 other than the Plaintiff's own evaluation of his business.
17 There's also a projection that we won't know until 2021
18 whether or not he comes out below or above. He also did
19 not hire an expert to testify to such.

20 Defendant also, as to a trade secret, in his
21 deposition said that the entire complaint is a trade
22 secret. So it's Defendant's claim that essentially
23 Plaintiff can't file a suit against him and if Plaintiff
24 supplies support for his suit, that in fact he is in
25 violation of the Trade Secret Act.

1 Also, as to the interference with business activity,
2 Your Honor, since you're relying on the record, I'd like to
3 back up for that and just point out that we just had
4 testimony from Mr. Stokes that this was a factor among
5 many, that the sale was not put off in fact because of --
6 caused by Plaintiff.

7 Defendants also offered testimony that this is a big
8 conspiracy against him. I would ask Your Honor to take
9 that into account.

10 As to the breach of employee fiduciary duty, we are
11 assuming that's the breach of loyalty claim. Factually,
12 Your Honor, we're arguing that the Plaintiff, upon his exit
13 from the practice in the employ of Defendant, you know, did
14 what he had to do and mitigated his damages and took back
15 the clients for which he was not paid for.

16 Duty of loyalty is also limited under the Futch versus
17 McAllister Towing of Georgetown case at 335 S.C. 598. It's
18 a 1999 case. In that case, the Supreme Court limited the
19 damages when an employee chooses to leave his current
20 employ to find better means of employ.

21 I believe that's all Defendant's counterclaims other
22 than injunctive relief. I'm not sure what kind of
23 injunctive relief Defendant is asking for, but we would
24 ask, Your Honor, that you direct a verdict for that as
25 well. Thank you.

1 THE COURT: Okay.

2 Mr. Wilson?

3 MR. WILSON: Yes, sir. The intentional
4 interference with a business opportunity, with all due
5 respect to my worthy young adversary, if contract be
6 performed in the future can be the basis under Crandall
7 versus Nabstar (phonic) and the subsequent cases that
8 follow it.

9 As to the intent, I think from the reckless manner in
10 which Mr. Johnson posted in the public domain and from his
11 contact with Mr. Wheeler that one can infer intention do
12 mischief with Mr. Brock's business opportunity.

13 As to the disloyal employee, that's Lowndes versus
14 Browder, which is --

15 THE COURT: Just so I'm very, very clear on it, I
16 know that you pled for the interference with a business
17 opportunity. Is that the same as tortious interference
18 with a contract? Is that the cause of action?

19 MR. WILSON: I think the broader term that I'm
20 aware of is interference with a business opportunity. It
21 doesn't have to be a signed contract, but it has to be a
22 business opportunity that is capable of definition and will
23 ripen into a contract. The fact that it ripened into a
24 less attractive contract is the measure of damages for the
25 interference with the opportunity which had to be accepted

1 in a lesser -- at a lower rate.

2 THE COURT: Okay. We'll talk about that in
3 chambers. I just want to make sure that we're speaking the
4 same language when we go to the jury. Okay?

5 MR. WILSON: Yes, sir.

6 THE COURT: All right. I mean, what you're
7 telling me, I know very specifically under South Carolina
8 causes of action as tortious interference with a contract,
9 so we'll look at it. We'll make sure. If you've got
10 something different than that, then we're going to look at
11 it.

12 MR. WILSON: I hope I pled it right, Your Honor.
13 But I think what I was trying to plead was interference
14 with a business opportunity under the line of cases of
15 Crandall versus Nabstar (phonic) which contemplates that if
16 you mess with somebody's business opportunity which may
17 ripen into a future agreement that that's tortious and
18 merits a return for damages.

19 THE COURT: I understand. I understand.

20 MR. WILSON: As to the trade secrets, that's
21 codification of -- in this case, codification in my view of
22 the employee disloyalty line of cases that students from
23 Lowndes versus Browder which says that an employee can
24 leave and compete, but he can't -- during the period that
25 he's still employed, he can't act disloyally and be padding

1 his nest for his future career. I believe there is
2 evidence in the record that supports my client's claim on
3 either the common-law claim under Lowndes versus Browder or
4 under the statutory thing. Thank you, Your Honor.

5 THE COURT: All right. Good enough.

6 MR. NORSWORTHY: Your Honor, I have the
7 transcript -- this is just some housekeeping -- the
8 transcript of the voicemail. I believe Mr. Wilson has seen
9 it.

10 MR. WILSON: I have.

11 THE COURT: Okay. Good. Now, do you want to
12 make that a court's exhibit, or do you want to make it a
13 joint exhibit for the jury's review? Now, understand the
14 distinction is if it's a court's exhibit, then it's just
15 memorialized, and any appellate authority can see it and
16 see what it says. If it's a joint exhibit, then it would
17 go back to the jury which will avoid us having to bring
18 them back in to listen to your cell phone.

19 MR. WILSON: Let's make it easy for the jury.

20 MR. NORSWORTHY: That's fine, Your Honor.

21 THE COURT: Okay. All right. Then let's go
22 ahead and mark it as a joint exhibit. That's Joint Exhibit
23 Number 1.

24 (JNT. EXH. 1, Transcript of Voicemail, was marked
25 and admitted into evidence.)

1 MR. WILSON: May it please the Court.

2 THE COURT: Yes, sir.

3 MR. WILSON: I would also make a motion to
4 dismiss the contract claim and the claim for breach of
5 contract with fraudulent act at this point in this trial.
6 That's asserted by the Plaintiff. I think you've already
7 dismissed his Unfair Trade -- excuse me.

8 THE COURT: Yeah, go ahead.

9 MR. WILSON: Dismissed his Unfair Trade Practices
10 Act. I did ask Your Honor to dismiss his claim for fraud.

11 THE COURT: Okay. And I'm prepared to address
12 that, but what about your claim for fraud?

13 MR. WILSON: I think I skipped over it deftly.
14 Thank you.

15 THE COURT: Okay. All right. Good enough.
16 What is the trade secret that was disclosed?

17 MR. WILSON: Well, I think trade secret in this
18 context has to be defined broadly. First of all,
19 publishing 6A and 6B, the proposals from Mr. Brock to
20 Mr. Stokes -- which were obviously confidential information
21 uttered and issued during the course of negotiations. I
22 think that's the very first place that I'd stop and in
23 response to your question.

24 THE COURT: Okay. Now, let's, for the sake of
25 argument, concede that that constitutes a trade secret.

1 And I think it may. But the question is what damages
2 emanate from disclosing trade secrets? That is, has there
3 been any evidence in the record that someone has taken
4 those trade secrets?

5 MR. WILSON: The fact that he published them I
6 think is evidence that he took them without authority and
7 appended them to his complaint for the purpose of
8 bolstering his claims made in Common Pleas Court.

9 THE COURT: I understand that entirely, but the
10 proximate cause of the damages in this case, if I
11 understand the Defendant's claim clearly, the damages
12 accrued as a consequence of a diminution in value of his
13 practice. That came -- that was caused by and through the
14 disloyalty.

15 MR. WILSON: Yes, sir.

16 THE COURT: And the publication of all of those
17 documents which demonstrated that there was a dispute
18 outstanding. But the publication of the trade secrets, if
19 they are such, in and of themselves I haven't heard any
20 evidence that that was the proximate cause of the damages
21 sustained. What I heard is the proximate cause of the
22 damages sustained was the institution of the lawsuit.

23 MR. WILSON: The proximate cause of Mr. Brock's
24 damages were the wrongful publication of trade secrets as a
25 part of Mr. Johnson's lawsuit. That publication caused --

1 despite the intervention of the tax season, that
2 intervention caused the diminution of the marketability,
3 the market price, for Mr. Brock's practice. It was reduced
4 from a lump sum, Your Honor, 363 -- I believe that was the
5 number. Reduced to a cash flow where Mr. Brock got
6 25 percent of what came out of Mr. Brock's book of
7 business. And Mr. Brock calculated that in an exhibit in
8 the record of this case the difference between the first
9 deal and the final deal. And that diminution in the value
10 of the deal is Mr. Brock's damages in this case.

11 THE COURT: Yeah, I understand that. That makes
12 perfect sense to me. I just don't think that was the
13 evidence. I think the evidence was that the publication of
14 the lawsuit was what diminished the value of the property.

15 MR. WILSON: The publication of the negotiations
16 about the proposed sale is what caused the plan A plan B
17 distinction and the loss of income to Mr. Brock and the
18 loss of quality of life as well. I asked him about that as
19 well.

20 I suggest to you, Your Honor, that I think it
21 reasonably can be inferred from the circumstances and the
22 facts in the record in this case that Mr. Johnson not only
23 interfered with the business opportunity by talking to Gary
24 Wheeler and by publishing this stuff, the potential
25 business opportunity that George enjoyed, but in taking it

1 out and putting it in the public view, he made -- he
2 reduced George's marketability elsewhere, not just with
3 Stephen Stokes.

4 I mean, let's look at the broader canvas here. And
5 the broader canvas features a fair number of CPAs in
6 Greenville who might potentially want to purchase George's
7 book of business. As Your Honor may have surmised from the
8 last two days' festivities, it's a competitive business.
9 Competing for customers to do their tax work is a very
10 competitive business. And I was -- as I understand it,
11 there may be TV ads -- heaven forbid -- seeking clients for
12 whom CPAs can perform tax services. I think that you have
13 to look at the secondary effect as well as the primary
14 effect between Mr. Stokes and Mr. Brock, but the secondary
15 effect is that if Mr. Brock, who has listed his business
16 with a broker -- I think that came out -- and it was on --
17 there was a fairly confidential advertisement about it.
18 Mr. Stokes alluded that he found out about it and got in
19 touch with Mr. Faris, and that's how they got in touch with
20 each other. There may have been others out there who were
21 spooked by this information posted by Mr. Johnson as a part
22 of this complaint. It just doesn't feel right.

23 THE COURT: I understand.

24 Yes, sir?

25 MR. NORSWORTHY: Your Honor, if I may?

1 Obviously, Your Honor, we would argue that there is a
2 privilege or immunity to him filing the papers that
3 directly related to the complaint if Your Honor looks
4 through the original complaint which Plaintiff filed pro se
5 without legal counsel. And Plaintiff testified that he
6 believed that that was the proper means of filing at that
7 time. He wasn't trying to publish it. He filed it with
8 the courthouse.

9 Secondly, Your Honor, I believe the record shows that
10 the Defendant didn't in fact try to market his business
11 after he began negotiations with Mr. Stokes. That
12 Defendant did in fact continue to negotiate with Mr. Stokes
13 and did in fact sell his business to Mr. Stokes.

14 Further, Your Honor, as to damages, Defendant's own
15 testimony of his projection into the future doesn't
16 constitute sufficient damages to take to a jury. And
17 further, Mr. Stokes just testified that his rates increased
18 and possibly could go up. Now, the new agreement's for
19 125 percent if we multiply 25 percent over five years. His
20 old one was for 108 percent. So there is a great
21 possibility that he could actually make more money here.

22 Now, attrition and all that --

23 THE COURT: I'm going to stop you.

24 MR. NORSWORTHY: Certainly. Thank you.

25 THE COURT: Both of y'all's arguments are very

1 interesting. I think they're generally jury arguments.

2 MR. WILSON: Thank you.

3 THE COURT: Now, this is my point to you. And I
4 keep going back and asking y'all the same question. What
5 about the evidence? What was the evidence? What was the
6 evidence? Not what are your arguments. But what's the
7 evidence? Okay?

8 Now, when I'm making these determinations on directed
9 verdict, I'm not determining what your best argument is.
10 I'm trying to determine what did the evidence show. Now,
11 that's a very, very technical consideration for me. But
12 I'm going to pose something to y'all. Okay? You've got
13 several outstanding causes of action in both of your
14 respective claims and counterclaims. There's been somewhat
15 of a shotgun approach for several causes of action. I
16 would suggest to you that if you decide to go before the
17 jury with all of these various nuanced causes of action
18 which really involve the same set of operative facts -- and
19 all you're doing and accomplishing by giving them all to
20 the jury is giving them a half an hour of definitions that
21 they have to digest -- your cases will be compromised
22 because they're not going to understand it. So what I
23 would suggest to y'all is figure out what you want to argue
24 about and figure out what's important as opposed to
25 focusing on these highly technical legal issues. Decide

1 what you want to argue, decide what points you're going to
2 make, and let's give them a charge that is intelligible.
3 Okay? And in doing that, you can give them an argument
4 that's intelligible. Because if you're arguing about all
5 this shotgun scatterbrained stuff, they're going to be
6 looking at you with their eyes rolling in the back of their
7 head. So when we go back into chambers and we talk about
8 this charge -- I'm going to charge what's appropriate. But
9 I would suggest to y'all as a tactical matter to determine
10 what you really want to argue to the jury. Let's not
11 confuse them.

12 MR. WILSON: Your Honor, Defendant will withdraw
13 everything except this intent to interfere with business
14 opportunity.

15 THE COURT: All right.

16 MR. WILSON: That's the horse we'd like to ride
17 into the jury room.

18 THE COURT: And I think as well, sir, breach of
19 contract, one to the other, is appropriate as well. And
20 we'll talk about it in chambers. Okay?

21 MR. WILSON: Yes, sir.

22 THE COURT: I will say notwithstanding the
23 withdrawal with regard to the fraud cause of action in each
24 instance and the breach of contract with fraudulent intent,
25 I am going to direct a verdict in each instance.

1 Understand that the applicable burden of proof in a fraud
2 cause of action is by clear and convincing evidence.
3 Therefore in a directed verdict, even in looking at the
4 evidence in the light most favorable to the nonmoving
5 party, the court must be cognizant of the heightened burden
6 of proof.

7 In this instance, I understand that there is a
8 suggestion, at least on the Plaintiff's side, that there
9 was a knowing misrepresentation upon which he would rely.
10 That is that at inception, the Plaintiff -- or excuse me --
11 the Defendant knew that he wasn't going to pay him. I
12 don't think that that rises essentially to a suggestion.
13 And I would tell you that the case law indicates that
14 evidence of mere nonperformance of a promise is not
15 sufficient to establish either fraud or a lack of intent to
16 perform. An inference of lack of intent to perform a
17 promise can only have been made when non-observance of a
18 promise is coupled with other evidence. So in this
19 instance, given the burden of proof, I think the fraud
20 cause of action, one to the other, appropriate for directed
21 verdict.

22 MR. WILSON: Thank you, sir.

23 THE COURT: Okay. So when we go back, we're
24 going to talk about what we're going to charge to the jury.
25 Okay?

1 MR. WILSON: Thank you, sir.

2 THE COURT: So five minutes and then y'all come
3 back and we'll talk it through.

4 MR. WILSON: Thank you.

5 THE COURT: Thank you.

6 (Whereupon, court stood at recess for a short break.)

7 THE COURT: All right. Are we ready for the
8 jury? Is the Plaintiff ready?

9 MR. NORSWORTHY: We're ready, Your Honor.

10 THE COURT: And the Defense?

11 MR. WILSON: (No response)

12 THE COURT: I'll take that as a yes.

13 Would you bring the jury in, please. And put
14 Ms. Godwin in the foreperson's chair.

15 THE BAILIFF: What's the name?

16 THE COURT: Godwin, Ms. Godwin. Jane Godwin,
17 number 66.

18 (Whereupon, the jury entered the courtroom at
19 approximately 1:39 PM.)

20 THE COURT: All right. Welcome back, ladies and
21 gentlemen. Sorry that took longer than I anticipated. I
22 didn't know that lunch was going to be a half-hour late,
23 and I felt like we might have missed a little bit of time.

24 Having said that, I did have the opportunity to talk
25 to the attorneys and go through all of the various causes

1 of action. And as a consequence of our conversation, and
2 more importantly as a consequence of decisions that the
3 parties themselves have made, we've refined the issues that
4 will go before you which will give you a little bit less to
5 digest and hopefully help you arrive at a decision a little
6 more easily.

7 Now, Ms. Godwin, I have appointed you as foreperson of
8 the jury. I see that look, and I know. What's a buddy
9 for? But it's because I know that you're smart and you're
10 fair. And the duties of a foreperson of a jury are very
11 similar, and it's just to make sure that everybody has a
12 voice in the jury room. You don't really have to do
13 anything beyond that. You just have to make sure that
14 everyone has the opportunity to voice their opinion. You
15 know that when twelve people come together, there are going
16 to be some people who are loud and vocal and opinionated
17 and ready to offer their opinion, and there are going to be
18 some people who are more reluctant to offer their opinion
19 and more reticent. Your job is to make sure that everybody
20 has the opportunity to have their say. That's it.

21 Now, over and beyond that, if the jury has any
22 questions during jury deliberations, then Ms. Godwin, you
23 can write them down on a piece of paper and send them to
24 me, and I'll be happy to try to answer them. A lot of
25 times juries have questions that I can't answer.

1 I told you when we started this case that I don't have
2 any opinion about the facts. I'm not allowed to have an
3 opinion about the facts, which means that the evidence
4 isn't necessarily my business except to the extent that it
5 bears upon legal issues. So if y'all send me a note that
6 asks about evidence, where it is, what it is, what it
7 means, if you can have more, then you'll get a fairly curt
8 response from me because I can't offer you any additional
9 evidence, and I can't offer you any opinion about the
10 evidence. So you have to rely upon your own recollection
11 and your own understanding of the evidence in that regard.

12 Otherwise, if there are particular points of law or
13 anything that you need me to clarify, I will try to do
14 that. But I'm hopeful that after we go through the process
15 of argument and charge, we won't need to.

16 So what we're going to do now is go to closing
17 arguments and then the charge. As I told you in the
18 beginning of the trial, the closing arguments are not
19 evidence. You've already heard all the evidence that
20 you're going to receive in this case, and the attorneys are
21 simply arguing in an attempt to persuade you to their
22 respective positions. Now, they'll be commenting on the
23 evidence that's been presented. After you've heard closing
24 arguments, then I'll give you the closing charge on the
25 law.

1 Now, in this instance the Plaintiff will argue first,
2 then the Defense will respond and argue, and then the
3 Plaintiff will have the opportunity to briefly respond to
4 the argument. I've talked to the attorneys, and they've
5 set limits for themselves. Fifteen minutes for the
6 Plaintiff to argue first, twenty minutes for the Defense to
7 argue and then five minutes for the Plaintiff to respond.
8 So they have forty minutes collectively, and then my
9 closing should be about fifteen or twenty minutes. Okay?

10 So having said that, ladies and gentlemen, let's begin
11 with closing arguments.

12 Mr. Norsworthy, your argument, sir.

13 MR. NORSWORTHY: Thank you, Your Honor. May it
14 please the Court.

15 THE COURT: Yes, sir, absolutely.

16 CLOSING ARGUMENT

17 BY MR. NORSWORTHY: Ladies and gentlemen of the
18 jury, my name is Ken Norsworthy, as you all know. I really
19 appreciate y'all being here today. Actually, this is the
20 first time I've ever tried a jury case on my own, so I
21 appreciate y'all's patience in working with me through
22 that.

23 I just -- I'm probably not going to take
24 fifteen minutes. I know we had a late lunch. I heard
25 y'all had some Chick-fil-A, so I don't want to catch y'all

1 falling asleep on me. Luckily, somebody turned down the
2 air in here, and it's freezing cold.

3 This case is very straightforward. Mr. Johnson was
4 working for a man, had some issues. He put a letter out to
5 the community, to the business community. He asked the
6 community if anybody needed help with their taxes in doing
7 tax returns and doing offers of compromise, and he received
8 a response from the Defendant. The Defendant hired
9 Mr. Johnson, and the two set about Defendant's business and
10 began working together.

11 A few weeks into that in 2015, sometime in February,
12 they had a conversation. And it turned out that
13 Mr. Johnson had some people that he knew personally that he
14 wanted to to do the taxes for and help them out. And so
15 after their discussion, it was determined that any of those
16 clients that he would bring to Defendant's firm, the
17 Defendant would pay him 80 percent of that revenue for the
18 first year. Now, the agreement was actually for the
19 billables which meant each time they generated one of those
20 invoices that you've seen and that you'll be able to look
21 at in your deliberations, each one of those that said they
22 were paid meant that that client that Mr. Johnson brought
23 into Mr. Brock's firm wrote Mr. Brock a check. Mr. Brock
24 took that check and put it in his bank account. And Mr.
25 Johnson every week thereafter -- every week he turned in a

1 timesheet to Mr. Brock. And on that timesheet, he put his
2 hours. And at the bottom of that timesheet, he put all
3 these clients he had brought in and how much money that
4 that had generated. And rather than paying that money when
5 that came in, as one should do and as Mr. Brock should have
6 done, he just let it ride. And he just kept putting it
7 off. And a year went by.

8 Mr. Johnson was patient about it. He didn't want to
9 start any problems with the office. He didn't want any
10 drama with his boss. They were professionally friends.
11 They didn't share drinks together. They didn't go out
12 together. But Mr. Johnson wanted the relationship to be
13 amicable, and he wanted the office to run smoothly.

14 Now, when you hear from defense counsel, you're going
15 to hear a different story. You're going to hear a lot of
16 things that happened in 2016. 2016 was the year after
17 Mr. Brock breached the contract against my client. My
18 client didn't want to get paid in 2016. It didn't make
19 sense to get paid in 2016. He brought in money to
20 Defendant's firm in 2015. Defendant agreed to pay that
21 money.

22 Sometime thereafter, Defendant decided that he wasn't
23 going to pay any of it. He decided -- well, in his mind,
24 this agreement changed. And he decided this is the
25 agreement now because I say it is -- and we've presented

1 evidence to y'all, and y'all have been able to look at that
2 evidence, and you're going to be able to deliberate -- that
3 Defendant apparently thinks that anything that pops into
4 his head is true. And that's just not the case.

5 So when you go back to deliberate, we just ask that
6 you look at the documents, that you think about the
7 testimony and that you determine that there was in fact an
8 agreement. Although verbal, which is allowable under South
9 Carolina law, they did have an agreement. And based on the
10 evidence, based on the record, Plaintiff was the only one
11 who performed under that agreement.

12 Plaintiff brought in clients. Plaintiff brought in
13 clients who paid Defendant money. Defendant could have
14 just paid Plaintiff. Plaintiff is only asking for over
15 \$9000 here. Not even asking for punitive damages. Not
16 asking for anything above and beyond. He wants the money
17 he was owed. That's it. We're not asking you to -- we're
18 not asking you to make a giant verdict in our favor. We're
19 just asking you to fulfill the obligation for which
20 Mr. Brock refused to fulfill.

21 We additionally have a claim under the South Carolina
22 Wage Payment Act. We're asking you to take our side that
23 as an employee that he was owed this money under the Wage
24 Payment Act. That's pretty straightforward. Other than
25 that, we're going to leave it up to y'all.

1 And just to finish, this is my third year as an
2 attorney. I've been in the legal community for about eight
3 years, but this is my third year on my own, so I still
4 remember a lot of the things they taught me in law school.
5 The one thing that I heard from a number of people there
6 was the saying that was: If the law is not on your side,
7 argue the facts. If the facts aren't on your side, argue
8 the law. And if neither the law nor the facts are on your
9 side, yell loudly. And I'll leave it at that.

10 Thank you.

11 MR. WILSON: May it please the Court.

12 THE COURT: Yes, sir, absolutely.

13 CLOSING ARGUMENT

14 BY MR. WILSON: Ladies and gentlemen, my name is
15 Bob Wilson. Unlike my young friend, I'm older and I'm an
16 antique. I wish to compliment my young friend who is fresh
17 out of law school on his first jury trial. He's done a
18 real good job, I think. But this is a time when we get to
19 speak directly to you as lawyers and try to persuade you to
20 our side of the evidence and facts that have come into the
21 case.

22 I want to tell you something. It was a few years ago
23 when I was younger and racing bicycles and all that that I
24 came home one day and told my wife that a friend of mine
25 who is a judge -- not Judge Stilwell -- invited himself to

1 come for a bike ride with me. And I said: And another
2 judge wants to go for a bike ride with me. And my wife
3 thought a moment and said: Well, finish third. So the
4 point is that we look to wives for our wisdom. That's part
5 -- one of the rules roles that wives play at home.

6 Just so in this setting right now, you are going to be
7 charged by His Honor with playing a certain role. And if I
8 assert anything that disagrees with what the judge says,
9 the judge comes first. Please, I defer to his reading of
10 the law.

11 One of the first things about your role that I'm going
12 to ask you to consider is that if -- Mr. Norsworthy and I
13 are just midwives. We try to bring the facts out and
14 present to you that favor our version and our side of the
15 case. The judge, as I just remarked, is charged with
16 giving you the law that applies to the facts in the case.
17 You all will be charged by the judge with determining the
18 facts of the case.

19 Now, if Mr. Norsworthy or Mr. Wilson makes a mistake
20 or even if Judge Stillwell makes a mistake, we can take an
21 appeal down to Columbia for that error. There is no
22 correction of what you people find as the facts in this
23 case. You're it. You're the final say.

24 What were the facts of the case? Well, Mr. Johnson
25 had a job with Frank Martin and developed a relationship.

1 And then Mr. Martin decided he wanted to quit and sell his
2 business, remarkably parallel to what Mr. Brock has just
3 done. Mr. Johnson left his employment with Mr. Martin,
4 started calling Mr. Martin's former clients while
5 Mr. Martin was marketing his business.

6 He then approached George Brock with a list of clients
7 whom he had gotten from Frank Martin's accounting practice.
8 Business opportunities. And I believe the judge will
9 charge you, will direct you about the definition of a
10 business opportunity. But in the mean -- Mr. Brock hired
11 him at \$30 an hour to work for Mr. Brock. Mr. Brock's
12 counterclaims.

13 Now, sometime after that first initial hiring, Mr.
14 Johnson asserts that another contract was reached that
15 these business opportunities, these twelve potential
16 customers, that Mr. Johnson could deliver them. These are
17 twelve customers that Mr. Johnson had harvested from his
18 association with his former employer. He's bringing them
19 to his next employer.

20 So George says -- I think we agree there's intense,
21 obviously intense, competition for business in the CPA and
22 accounting and bookkeeping businesses. Mr. George said --
23 George said yes. And as George testified -- and I
24 believe -- I'll come to why I think he's more believable
25 than Mr. Johnson. The deal was that we would do their

1 return for the first year. And if they came back the
2 second year, then they were really clients, and I'll
3 compensate you 80 percent of what comes in the second year.

4 Now, I'd suggest -- one of the things that I think the
5 judge will charge you -- and I apologize for dancing around
6 -- is that you can take into account the credibility or
7 believability of the witnesses, and you are allowed to make
8 a judgment about them. And I think that Mr. Brock's
9 version of the parties' deal was a whole lot more -- made a
10 whole lot more sense if you accept Mr. Brock's testimony
11 and version of the event than Mr. Johnson's.

12 Additionally, I'd suggest -- and I mean no disrespect
13 to Mr. Johnson. But when I asked him about his
14 relationship with Frank Martin and I asked him some other
15 questions, I really couldn't quite get a straight answer
16 from him. I really couldn't get a yes or no, and I
17 respectfully suggest -- and y'all are the finders of fact.
18 But I suggest that George Brock, as he testified, is more
19 believable on these factual issues than Mr. Johnson. I
20 suggest that -- to you -- and, of course, again, as I said,
21 it's your factual finding -- that the contract is not the
22 contract that Mr. Johnson described; it's the contract my
23 client described. And the condition was that they come
24 back a second year, and that condition hasn't been met.
25 Okay? Not once did Mr. Johnson show that anybody had come

1 back. Not once.

2 Now, I have reservations about a wage claim because I
3 think that what Mr. Johnson is looking for are commissions
4 for the sale of business opportunities. I don't think it's
5 the kind of wages that I made when I was 16 and got put out
6 to work. I think it's an opportunity for business. It's a
7 commission, and it's not wages for labor performed. But I
8 ask you to take that, my view, into account.

9 But what I really want to have a chance to talk to you
10 about is Mr. Johnson getting into Mr. Brock's computer and
11 publishing it at the time that he did. Now, he's -- Mr.
12 Johnson has sent out a letter on January 14, 2016 inviting
13 the dirty dozen, the folks that he brought to Mr. Brock --
14 inviting them to come on with me, come to my personal
15 business. I'll take care of you. When you distill all
16 that stuff down and break it down, that's what his letter
17 was about.

18 In the meantime, about two a half or three weeks
19 later, he sues Mr. Brock for not paying for those customers
20 that he's trying to subvert and take back to his personal
21 business. There's a business ethics issue there that I'll
22 submit to you to consider.

23 But in the meantime, when he filed the suit,
24 Mr. Johnson attached fourteen exhibits. The suit is about
25 that thick. Filed them in the courthouse. I don't want to

1 suggest to you that you go look them up right now, but it
2 included Mr. Brock's proposals to Mr. Stokes, as you heard
3 Mr. Stokes testify, and Mr. Brock as well. And the
4 original deal was a flat lump-sum payment for \$363,000 for
5 George's practice that he's built up since he was a baby
6 accountant back when. The youngest one ever. And Mr.
7 Brock's going to sell it for \$363,000.

8 They have some further negotiations. And then Mr.
9 Brock -- the tax season starts and Mr. Johnson files this
10 lawsuit. But really what's happening is that Mr. Johnson
11 is out shopping for a job -- okay -- talking bad about
12 George, trying to steal his clients back but wants another
13 job. He's harvesting George's clients that he supposedly
14 sold just as he did with Frank Martin. I think somebody
15 calls that a behavior pattern or a trend. I think it's --
16 it doesn't sound like good solid business practices to me.
17 I'll come back to that in a moment.

18 In the meantime, tax season ensues, and everybody with
19 a CPA after their name disappears. We can't get them on
20 the phone. They'll send us a bill and send us our tax
21 return, and that's about it.

22 But what happens then during the summer of 2016 on
23 into the fall is that they resume discussions. Now,
24 Mr. Norsworthy, who did a fine job, tried to make the point
25 that the deal didn't die because of Mr. Johnson's

1 publishing the personal documents and the information. The
2 original deal did die. The new deal, which Mr. Brock
3 hopefully explained to your satisfaction -- the new deal
4 resulted in a \$67,000 loss to George from the initial deal.
5 And the reason was that Stephen Stokes didn't want to buy a
6 lawsuit. He didn't want to buy -- he didn't want to pay
7 for clients that might be coming and going at the behest of
8 our friend, Mr. Johnson. My client lost 67,000 bucks, and
9 he was counting on that for his retirement.

10 Well, the fact of the matter is that we are going
11 to -- we brought an action for something called intentional
12 infliction of -- excuse me -- the intentional interference
13 with a business opportunity. And His Honor will charge you
14 what that law is. And I believe he will charge you that
15 the party that interferes for reasons that aren't
16 acceptable, including the disclosure of confidential
17 information, that results in damages is liable to the party
18 that got interfered with. Okay? I don't -- I suggest to
19 you -- and I defer totally to y'all's factual finding. I
20 suggest to you, though, that Mr. Johnson filing that
21 complaint with those documents about the deal, the sale of
22 George's business, interfered with George's potential to
23 get a good deal and that it cost George 67,000 bucks.
24 Okay?

25 Now, the intentional part, I asked Mr. Johnson -- he

1 has an MBA and an undergraduate degree. He's a
2 sophisticated businessman. He knows that when he filed
3 that complaint with all those documents attached during the
4 period that Mr. Brock was negotiating or talking about the
5 sale of his business, he knew that the consequences of that
6 would be to, if not spook the deal, certainly have an
7 impact on the deal and bring George to the negotiating
8 table. I think you can infer that Mr. Johnson intended to
9 interfere with Mr. Brock's business opportunity.

10 Now, it's also at this point that we like to talk
11 about the burden of proof. I think that's a term that the
12 judge will define for you and hopefully describe for you
13 and charge you too. The burden of proof is the greater
14 weight or the preponderance of the evidence. All we have
15 to do to show the greater weight or the preponderance is
16 tilt the scales ever so slightly in our favor. And I
17 submit that Exhibit 6A and 6B, when compared with the asset
18 purchase agreement that Mr. Stokes introduced in the case,
19 shows that my client lost \$67,000.

20 Now, we're not -- Mr. Brock doesn't want anything he's
21 not entitled to. But on the other hand, those of us who
22 practice law in the business community are concerned from
23 time to time with unsavory business practices. I think
24 taking Mr. Martin's clients and selling them to George,
25 then taking them from George to sell to Mr. Wheeler shows a

1 demonstrated trend or behavior that I think is not
2 something that we like to see here in South Carolina. I'd
3 ask y'all to consider deterring Mr. Johnson from future
4 misconduct like this, and I'd ask y'all to consider making
5 an example of this for the business community to know that
6 here in Greenville County we like folks to practice
7 business on the up and up.

8 Now, I ask you to bring back a verdict for Mr. Brock
9 in the amount of \$67,000. I ask you to consider the case
10 with no friends to reward, no enemies to punish. And I
11 thank you for your time.

12 THE COURT: Yes, sir?

13 REPLY CLOSING ARGUMENT

14 BY MR. NORSWORTHY: I'm just going to address a
15 couple of things that Mr. Brock spoke with y'all about.
16 And also y'all heard that voicemail, right, that the
17 Defendant left on his employee's answering machine. Okay?

18 Brought up the Martin clients, his previous employers
19 clients. What nerve to frame Mr. Johnson in a bad light
20 for those clients when he brought -- he took that list --
21 he put that list on his software. He brought in those
22 clients, and he received money from it. He said he
23 harvested them from Mr. Martin. I'm not a farmer, but who
24 got the fruits of that harvest?

25 He keeps talking about this deal where I'll do the

1 taxes for two years, and then I'll pay you for the first
2 year just does not make sense. Who would agree to that?
3 Who would agree to that?

4 He talked about how the Wage Payment Act doesn't
5 include commissions. I mean...

6 He says Mr. Brock accessed his computer. He's
7 provided absolutely no proof of that. These documents came
8 from his employees who believe Mr. Johnson had a right to
9 his money, and they were sent to him. He did not access
10 those documents.

11 Just talking about his damages, \$67,000. Where did
12 that number come from? Defendant had every opportunity and
13 every right to bring in here an expert and show y'all a
14 third party that is in the business of evaluating CPA firms
15 or whatever kind of firms are being purchased and sold.
16 And where are they? This is it. He wrote this. The
17 Defendant did.

18 We are only asking for the breach of contract money
19 back and for a determination that those were wages. The
20 judge is going to give you a charge on all that, so I don't
21 need to go into that.

22 I just again want to reiterate that I really
23 appreciate you being here. I have a very, very strong
24 belief in the justice system in this country. I love this
25 county. I love the court system in this county. I have a

1 very strong and passionate belief in the jury and the
2 bailiffs and the clerks and the whole staff, and I trust
3 that y'all will do the right thing.

4 And I thank you for your time.

5 CHARGE

6 BY THE COURT: All right, ladies and gentlemen.

7 As promised, I'm going to deliver a charge on the law.

8 Now, when we started this case, I told you that you
9 had certain duties to perform and I have certain duties to
10 perform. And you took an oath to fairly and truly try the
11 case in accordance with the law and the evidence. So
12 understand that when I provide to you the law and I give
13 you a charge on the law that under your oath you're
14 required to accept the law as I give it to you. So if you
15 come into this courtroom with any predispositions, prior
16 opinions or beliefs about what the law is or about what the
17 law should be, then I charge you now to disregard that.
18 You must accept the law as I give it to you.

19 Now, as you know, your role is to determine what the
20 facts are in this case. And you'll determine what the
21 facts are in this case by weighing the evidence. And in
22 doing so, what you're going to determine is whether the
23 parties have met their respective burdens of proof.

24 Now, there's no secret to you that each party is
25 making claims against the other. And we'll go through

1 those claims a little bit later. But remember that the
2 party who is bringing the claim has the burden of proving
3 his case. In all of the causes of action that are before
4 you today, the burden of proof is by a preponderance of the
5 evidence. That means each party in their respective claim
6 has the burden of proving every element of their claim by a
7 preponderance of the evidence.

8 Now, a preponderance of the evidence means simply the
9 greater weight of the evidence. Now, you may have heard in
10 other lawsuits if you've been in other courtrooms just for
11 whatever reason or on television shows or just in your
12 casual conversation with people of other burdens of proof.

13 For example, you've got a burden of beyond a
14 reasonable doubt in criminal trials in the United States of
15 America. That's the highest form of proof that there is.

16 You have a burden of proof of clear and convincing
17 evidence, so we'll talk about that as well. But clear and
18 convincing evidence is just that. Unambiguous, clear
19 evidence.

20 And then you have the burden of proof of preponderance
21 of the evidence. That's the lowest burden of proof. But
22 it does mean the preponderance. That is the greater weight
23 of the evidence.

24 So just as an example, if the parties were to come
25 into this lawsuit and in the middle of the courtroom there

1 were scales of justice and those scales of justice are
2 evenly balanced as to each cause of action. If at the end
3 of the case the scales continue to be evenly balanced or
4 tip in favor of the nonmoving party, then the party with
5 the burden of proof will have failed to meet his burden of
6 proof. If, however, those scales of justice are tipped
7 even ever so slightly in favor of the party bringing the
8 cause of action, then that party will have met his burden
9 of proof, and you must honor your oath return a verdict in
10 favor of that party.

11 Now, I want you to understand when we're talking about
12 weighing -- and I know y'all know this, but I just need to
13 make it very, very clear. When you're weighing evidence,
14 it doesn't mean who provided the most evidence, who put
15 more witnesses on the stand or who put more documents into
16 the record. What that means is in the aggregate after your
17 analysis of the evidence, have they met their burden of
18 proof.

19 Now, ladies and gentlemen, in deciding whether
20 somebody has met their burden of proof -- again, you're
21 going to look at the evidence and evaluate it and decide
22 what's valuable and what's not valuable. In doing that,
23 one of the things that you're going to do is look at the
24 credibility of witnesses and determine who you want to
25 believe and who you don't want to believe. That's your

1 sole and exclusive responsibility and authority in this
2 case.

3 So you're going to decide whether to believe somebody
4 or not using tools that you just have as a matter of common
5 sense, inherent tools that we all use every single day.
6 And when you look to determine whether somebody is
7 believable or not, you listen to what they have to say, you
8 listen to how they say it, how they express themselves.
9 You look at their demeanor, their countenance, facial
10 expressions. You look at their body expressions. You also
11 look to see if someone has something to lose or something
12 to gain as a consequence of his or her testimony. And you
13 determine from all of that whether someone is to be
14 believed or not.

15 Now, understand, again, you can take somebody's
16 testimony and decide to believe some of it, all of it or
17 none of it. It's in your discretion entirely. You can
18 also, just like with any other piece of evidence, look at
19 testimony and decide whether it's valuable or not valuable
20 and what portions have what weight and what value. And
21 when you do that, you look and see -- or you determine what
22 the facts are from all of the evidence that you've seen in
23 this case.

24 Now, in any court that you come into in the United
25 States of America, any court, any type of court, you're

1 going to receive evidence that's going to be one -- in one
2 of two categories. It's either going to be direct
3 evidence, or it's going to be circumstantial evidence.

4 Now, you've probably heard that before, direct and
5 circumstantial evidence. Direct evidence is evidence which
6 immediately establishes a fact to be proven; circumstantial
7 evidence is proof of collateral facts that when taken
8 together prove a fact to be true.

9 Now, that's an easy definition, but I'm going to give
10 you an example which may help you conceptualize it a little
11 bit more. Let's say that tonight you go to bed and when
12 you go to bed you walk past your front door or your front
13 window and you look out on your front lawn or parking lot
14 and there's no precipitation on the ground at all.
15 Tomorrow morning you wake up. You look out that very same
16 window or door and you see that there's a blanket of snow
17 on the ground. There are also footsteps in that snow which
18 lead to your door and then lead away.

19 Well, in that set of circumstances, you've got direct
20 evidence that it snowed last night because it's there and
21 it's immediately established. You can touch it; you can
22 feel it. You can eat it if you want to. It's there. But
23 you got circumstantial evidence that somebody either early
24 that morning or that night walked to your doorway and
25 walked away. You can't see that person. You can't touch

1 them, and you can't have a conversation with them, but you
2 know that as a consequence of the timing of that snowfall
3 and the presence of the footsteps in the snow that someone
4 must have come to your doorway and walked away.

5 Now, the law doesn't prefer direct evidence over
6 circumstantial evidence or circumstantial evidence over
7 direct evidence. They're both valid, legitimate forms of
8 evidence, and you decide what the value of that evidence is
9 and what it means regardless of whether it's characterized
10 as direct or circumstantial evidence.

11 Now, ladies and gentlemen, let's talk first about the
12 causes of action that each party has one to the other.
13 That is each party has brought a cause of action for breach
14 of contract alleging that there was a contract existing
15 between the parties and that the other breached it.

16 Now, understand each party has the burden of proving
17 their respective breach of contract action. So, ladies and
18 gentlemen, a contract is an agreement entered into by two
19 or more parties in which a party agrees to perform or not
20 to perform certain acts. It may be shown by words, written
21 or oral, or by conduct. However, a contract is more than a
22 mere exchange of promises. For the agreement to be
23 considered a contract, the parties must have intended to
24 enter into a contract and must have reached a mutual
25 understanding of the terms of that contract. This is

1 sometimes called a mutual meeting of the minds. The
2 parties must intend to be mutually bound by the contract.

3 Ladies and gentlemen, with respect to the parties'
4 positions, they each have the burden of proving by a
5 preponderance of the evidence the essential and material
6 terms of that contract.

7 Ladies and gentlemen, next they must prove by a
8 preponderance of the evidence that there was a breach of
9 that contract. And, ladies and gentlemen, they must show
10 by a preponderance of the evidence that one party either
11 failed to and/or refused to meet the terms of the agreement
12 between the parties. A party breaches a contract when that
13 party fails to perform as agreed under the contract by
14 failing to carry out a term, promise or a condition of that
15 contract.

16 Now, ladies and gentlemen, the third thing or the last
17 thing that they need to prove is damages, damages that were
18 sustained as a result of the breach of the contract. And
19 I'm going to talk to you about damages after I talk to you
20 about the other causes of action that are outstanding
21 between the parties. Okay.

22 So the Plaintiff has an additional cause of action
23 outstanding, and that cause of action is under the
24 statutory law in the state of South Carolina for unpaid
25 wages. Ladies and gentlemen, under the law in the state of

1 South Carolina, it is unlawful for an employee [sic] to
2 fail to pay wages that are due and owing to an employee.
3 An employee may recover damages for any failure to pay
4 those wages. Wages means all amounts at which labor
5 rendered is recompensed whether the amount is fixed or
6 ascertained on a time, task, piece or a commission basis.
7 Ladies and gentlemen, the Plaintiff has the burden of
8 proving that the Defendant failed to pay wages. That
9 burden is, again, by the preponderance of the evidence.

10 Now, additionally, the Defendant has a counterclaim, a
11 claim against the Plaintiff. And that claim is for
12 intentional interference with a prospective contractual
13 relation. Ladies and gentlemen, in order to prevail on a
14 cause of action for intentional interference with a
15 prospective contractual relation, the Defendant must show
16 by a preponderance of the evidence and must prove by a
17 preponderance of the evidence that the Plaintiff
18 intentionally interfered with the Defendant's potential
19 contractual relations, two, for an improper purpose or by
20 improper methods, and three, causing injury to the
21 Plaintiff.

22 So I'm going to go back through that one more time.
23 They must prove that the Plaintiff intentionally interfered
24 with the Defendant's potential contractual relations for an
25 improper purpose or by improper methods causing injury to

1 the Defendant.

2 Ladies and gentlemen, on all of those causes of
3 action, the party asserting the cause of action must prove
4 by a preponderance of the evidence his or her damages.

5 Now, in this case, primarily at inception, the parties
6 are asking for actual damages. Now, actual damages are
7 sometimes called compensatory damages, and they're called
8 compensatory damages because they're intended to compensate
9 a party for another party's wrongdoing. And those damages
10 are intended to put a party in the same place that he or
11 she would have been but for the other party's breach.

12 Now, as I've said, they must be proven by a
13 preponderance of the evidence, but understand they don't
14 have to be proven to a mathematical certainty. They do
15 have to be proven to the extent that you can make a
16 reasoned and calculated finding as to the appropriate
17 measure of damages that would compensate the party for the
18 injuries sustained.

19 Now, in one cause of action, in one cause of action,
20 you may consider punitive damages. The Defendant has
21 brought the cause of action for interference with a
22 prospective contractual relationship. Under the law for
23 that cause of action, a party may claim and request
24 punitive damages.

25 Now, you can only award punitive damages if you find

1 that the Defendant has proven by a preponderance of the
2 evidence that he is entitled to actual damages. So if you
3 find no actual damages pursuant to that cause of action,
4 then you won't consider punitive damages at all.

5 However, if you do find that there are actual damages,
6 then you may consider punitive damages. And, ladies and
7 gentlemen, punitive damages are intended to punish a party
8 for extraordinary and outrageous misconduct that would
9 prevent the Defendant and others from committing similar
10 acts in the future.

11 Ladies and gentlemen, in order to receive punitive
12 damages, it's more than just showing that there was
13 interference with a contract. It must demonstrate that it
14 was willful and wanton and in reckless disregard of the
15 rights of the Defendant.

16 Now, ladies and gentlemen, if you find that that
17 conduct was willful, you can consider those punitive
18 damages. But understand for punitive damages, the standard
19 is clear and convincing evidence. So you need to determine
20 if in fact, if you're going to award punitive damages, that
21 the Defendant has proven his case by clear and convincing
22 evidence and has proven that punitive damages are
23 appropriate under the standard of clear and convincing
24 evidence. And understand that clear and convincing
25 evidence establishes in your mind not only that the fact is

1 probable, but that it's highly probable.

2 Before awarding punitive damages, you have to consider
3 four things in connection with your award. The first thing
4 is you must consider the relationship between the punitive
5 damage award, that is the amount that you award, and the
6 harm caused. Any penalty should bear a relationship to the
7 harm that was caused.

8 Secondly, any penalty should take into account any
9 other penalty that the party could have or would have or
10 did receive as a consequence of his conduct. That is, if
11 the party were to have received some type of administrative
12 penalty or some other type of fine or even incarceration,
13 you would take that into consideration.

14 Next you consider whether the award of any punitive
15 damages would derive the -- excuse me. You would determine
16 whether it would deprive the Plaintiff of any profits
17 derived from the improper conduct and whether those
18 ill-gotten profits should be properly awarded to the
19 Plaintiff.

20 Finally, in an award of punitive damages, it's limited
21 to punishment and therefore can affect economic bankruptcy.
22 Now, economic bankruptcy is not an absolute bar to punitive
23 damages, but you should consider the ability to pay when
24 you consider an award of punitive damages.

25 All right, ladies and gentlemen, this is the verdict

1 form that I'm going to send back to you in your
2 deliberations. I like to show it to you before you get
3 back there so you won't see it for the first time when you
4 go to your jury room to start your deliberations. And this
5 is a fairly simple verdict form.

6 I prepared the verdict form, so I want you to
7 understand that I didn't put this in any particular order
8 to try to send you any messages or signals. There are no
9 subliminal messages that I'm sending you through this.
10 Okay? This is just -- I just try to be as fair as I
11 possibly can. And you'll see it starts with the caption,
12 and then it has verdict. It starts with: We, the jury,
13 unanimously find as follows. Now, that's important because
14 your verdict must be unanimous. It has to be twelve to
15 zero. It can't be eleven to one or ten to two. You all
16 have to agree on the verdict. Understand that that
17 agreement and that verdict must be based on the law and the
18 evidence provided in the case. It can't be based on
19 sympathy or prejudice or any bias or caprice. It has to be
20 based on the law and the evidence that's been presented in
21 the case.

22 So your first option, as to the Plaintiff's causes of
23 action, and then you see: For the Plaintiff in the matter
24 of blank actual damages. So, Ms. Godwin, if the jury
25 determines that the Plaintiff has met his burden of proof

1 with respect to his causes of action, then you would either
2 just X there or initial. Just do whatever you can to make
3 sure that I understand that that's what you elected. Okay?

4 And then if you find that the Plaintiff has met his
5 burden of proof, then you would write down the appropriate
6 amount of actual damages according to your reasoned and
7 calculated judgment in this case. All right?

8 Then as to the counterclaims against Plaintiffs by the
9 Defendant, for the Defendant in the amount of blank actual
10 damages and blank as punitive damages. So if you find
11 collectively, Ms. Godwin, that the Defendant has met his
12 burden of proof with respect to damages, then you would
13 simply initial or X and then write down any amount of
14 actual damages. If you write down an amount of actual
15 damages, then you may consider punitive damages. It's
16 entirely in your discretion and your judgment.

17 After the jury has come to a unanimous decision,
18 Ms. Godwin, you just sign as foreperson and date and let
19 the bailiff know that you've come to a unanimous verdict.

20 Now, understand on this I don't want you to do math.
21 Okay? I don't want you to offset Plaintiff's damages by
22 Defendant's damages. Okay? I'll do that math. You just
23 decide whether they met their burden of proof and what, if
24 any, the damages should be and let me do the offsets.
25 Okay?

1 Now, I'm going to send you back to your jury room now.
2 I don't want you to begin your deliberations quite yet.
3 You will in a few minutes. But this is the opportunity for
4 the attorneys to do a quality control on me to make sure
5 that I haven't told you something that's inaccurate or
6 inappropriate or that I haven't left out something that's
7 relevant to your consideration. So after I've had an
8 opportunity to talk with them, I'll send the verdict form
9 back with you. When you get this verdict form, you'll know
10 that you can begin your deliberations.

11 After you get your verdict form, the attorneys are
12 going to do an inventory of the exhibits that have been
13 submitted to make sure that they are all there. If there's
14 none missing or there are no additions, then you'll get all
15 of those exhibits as well.

16 With respect to the tape -- y'all heard a type -- we
17 put the transcript in the record.

18 Did we not?

19 MR. NORSWORTHY: Yes, we did. Joint exhibit.

20 THE COURT: We call that joint Exhibit 1. So as
21 opposed to y'all having to come back in here and listen to
22 a tape on a cell phone, we did a transcript for you. Okay?
23 And that's the joint exhibit in case you need to review
24 that. All right?

25 So please return to your jury room. I'm hopeful I'll

1 send this verdict form back to you in just a few minutes.

2 (Whereupon, the jury exited the courtroom at
3 approximately 2:24 PM.)

4 THE COURT: All right. Any exceptions to charge?

5 MR. NORSWORTHY: No, your Honor. I have one
6 quick question though.

7 THE COURT: Yes, sir?

8 MR. NORSWORTHY: I didn't list the actual exact
9 amount asked for in the complaint for the breach. That's
10 something that I just missed.

11 THE COURT: That's okay. You put your evidence
12 into the record, and I think it was clearly testified to.
13 So we can't go back and make it up now, but in case you're
14 second-guessing yourself, I know that he was asking for
15 9000 some odd dollars. And I think you said in your
16 closing too.

17 MR. NORSWORTHY: Okay. Great.

18 THE COURT: I think you did.

19 MR. NORSWORTHY: I was -- you know, I blacked
20 out.

21 THE COURT: Yeah, that was the part where you
22 said we're just asking for 9000 something dollars; that
23 dirty rotten guy on the other side is asking for punitive
24 damages, if I heard that correctly.

25 MR. NORSWORTHY: That's correct.

1 THE COURT: All right.

2 Mr. Wilson?

3 MR. WILSON: Aside from that last remark, I have
4 no objection.

5 THE COURT: That was his characterization, not
6 mine.

7 MR. WILSON: And I've got to tell you when I was
8 in his position -- Ken, pay attention -- I went over to
9 Anderson. Bill Grant and them sent me over to Anderson on
10 a case. The jury sent out a question in my first trial.
11 Judge, is there any limit on punitive damages?

12 THE COURT: That's terrible.

13 MR. WILSON: I sat down. Anyway, you did a great
14 job.

15 THE COURT: Okay. Y'all did do a good job, and I
16 appreciate it. We got off to a sketchy start just because
17 we were starting and stopping, but I think ultimately
18 regardless of what the verdict is, you'll be glad that at
19 least you got this part of it over with and hopefully all
20 of it over with. So good luck to you both.

21 MR. WILSON: Thank you, Your Honor.

22 THE COURT: We'll be in recess until we hear from
23 the jury. Y'all do the inventory.

24 (Whereupon, court stood at recess awaiting the verdict
25 of the jury at approximately 2:26 PM.)

1 THE BAILIFF: Court is now in session.

2 THE COURT: All right. I've been advised that
3 there is a unanimous verdict. Is the Plaintiff prepared to
4 receive the verdict?

5 MR. NORSWORTHY: Yes, Your Honor.

6 THE COURT: And the Defense?

7 MR. WILSON: Yes, sir.

8 THE COURT: All right. You can bring the jury
9 in, please.

10 (Whereupon, the jury entered the courtroom at
11 approximately 3:12 PM.)

12 THE COURT: You can have a seat.

13 Ms. Godwin, has the jury reached a unanimous verdict?

14 THE JUROR: Yes, we have.

15 THE COURT: I'm not going to make you read it.
16 If you'll just give the form to the bailiff.

17 (Laughter)

18 THE JUROR: I can do it.

19 THE COURT: I know you can. I know you can. I'm
20 not sure you want to though.

21 (Laughter)

22 THE COURT: Okay. You may publish the verdict.

23 THE CLERK: This is case number 2016-CP-23-1836,
24 Ronald Johnson versus George H. Brock, individually and
25 doing business as George H. Brock, CPA, LLC, MILBRO

1 Properties, LLC, Integrated FS, LLC, and Diwood
2 Partnership.

3 We, the jury, unanimously find as follows. As for the
4 Plaintiff's cause of action, for the Plaintiff in the
5 amount of \$9036 as actual damages. As to the counterclaim
6 against the Plaintiff by Defendant, zero actual damages and
7 zero punitive damages. Signed Jane Godwin, January 12,
8 2018.

9 If this is your verdict, so say you all. Please
10 signify by raising your right hand if so.

11 (All jurors hands were raised.)

12 THE CLERK: Thank you.

13 THE COURT: All right. Is there anything further
14 for this jury from the Plaintiff?

15 MR. NORSWORTHY: Nothing further, Your Honor.

16 THE COURT: Anything further from the Defense.

17 MR. WILSON: Nothing at present, Your Honor.

18 THE COURT: All right, sir. Thank you very much.

19 All right, ladies and gentlemen. Thank you very much.
20 I appreciate it. If you'll return to your jury room, get
21 all your stuff, and I'm going to come back there and
22 dismiss you informally. It's only going to take me a few
23 seconds. I'll give you the opportunity to ask any
24 questions that you may have about jury duty, about this
25 case. Questions, critique, comments. I'm happy to accept

1 any of the above.

2 So I'll be back in just a few seconds and I'll dismiss
3 you for the week. Thank you.

4 (Whereupon, the jury exited the courtroom at
5 approximately 3:15 PM.)

6 THE COURT: Counsel, I know that there are some
7 post-trial matters that we need to take up. I'll be happy
8 to entertain that after I dismiss the jury, or you can
9 submit your positions in writing within ten days under the
10 rules. So I'll leave it to you. Would you rather submit
11 within ten days or have an additional hearing this
12 afternoon?

13 MR. WILSON: I'd like to submit something in ten
14 days, Your Honor.

15 THE COURT: Okay.

16 MR. NORSWORTHY: That's fine with us, Your Honor.

17 THE COURT: Good enough. So I know that we'll
18 have issues related to jury verdict and 13th juror doctrine
19 perhaps, and you have some statutory remedies that you'll
20 probably want to ask the Court for as well. So I'll be
21 happy to receive those. If you just want to e-mail them to
22 me, that's fine. I would suggest that you also file those
23 with the Clerk of Court and then send me directly via
24 e-mail a conforming copy. Okay?

25 MR. WILSON: That would be great..

1 THE COURT: Thank you. Good luck to you. Y'all
2 have a good weekend.

3 MR. NORSWORTHY: Thank you, Your Honor.
4

5 (Trial ended at 3:16 PM)

6 (End of requested transcript of record)
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1 CERTIFICATE OF REPORTER

2 I, the undersigned Renee H. Tollison, Certified
3 Verbatim Reporter, do hereby certify that the foregoing is
4 a true, accurate, and complete transcript of record of all
5 the proceedings had and evidence introduced in the
6 trial/hearing of the captioned case, relative to appeal, in
7 the Circuit Court for Greenville County, South Carolina, on
8 the 13th day of January 2018.

9 This transcript may contain quoted material. Such
10 material is reproduced as read by the speaker.

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

13 August 12, 2018

14
15 Renee H. Tollison

16 Certified Verbatim Reporter
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Department of the Treasury — Internal Revenue Service
Collection Information Statement for Wage Earners and Self-Employed Individuals

Use this form if you are

- ▶ An individual who owes income tax on a Form 1040, U.S. Individual Income Tax Return
- ▶ An individual with a personal liability for Excise Tax
- ▶ An individual responsible for a Trust Fund Recovery Penalty
- ▶ An individual who is self-employed or has self-employment income. You are considered to be self-employed if you are in business for yourself, or carry on a trade or business.
- ▶ An individual who is personally responsible for a partnership liability (only if the partnership is submitting an offer)

Wage earners Complete Sections 1, 2, 3, 7, 8, 9 and the signature line in Section 10.

Self-employed individuals Complete Sections 4, 5, 6, in addition to Sections 1, 2 (if applicable), 3, 7, 8, 9 and the signature line in Section 10.
Note: Include attachments if additional space is needed to respond completely to any question.

Section 1 **Personal and Household Information**

Last Name REDACTED		First Name REDACTED		Date of Birth (mm/dd/yyyy) REDACTED	Social Security Number REDACTED
Do you: ☒ Own your home ☐ Rent ☐ Other (specify e.g., share rent, live with relative, etc.)					
County of Residence Greenville County		Primary Phone REDACTED		Mailing Address (if different from above or Post Office Box number) REDACTED	
Secondary Phone () - REDACTED		Fax Number REDACTED			

Provide information about your spouse.

Spouse's Last Name REDACTED	Spouse's First Name REDACTED	Date of Birth (mm/dd/yyyy) REDACTED	Social Security Number REDACTED

Provide information for all other persons in the household or claimed as a dependent.

Name	Age	Relationship	Claimed as a dependent on your Form 1040?	Contributes to household income?
REDACTED	REDACTED	REDACTED	☒ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No

Section 2 **Employment Information for Wage Earners**

If you or your spouse have self-employment income (that is you file a Schedule C, E, F, etc.) instead of, or in addition to wage income, you must complete Business Information in Sections 4, 5, and 6.

Your Employer's Name Not employed		Employer's Address (street, city, state, zip code) REDACTED	
Do you have an interest in this business? ☐ Yes ☐ No	If yes, check the business interest that applies: ☐ Partner ☐ Officer ☐ Sole proprietor		
Your Occupation REDACTED	How long with this employer (years) (months)		
Spouse's Employer's Name REDACTED		Employer's Address (street, city, state, zip code) REDACTED	
Does your spouse have an interest in this business? REDACTED	If yes, check the business interest that applies: ☐ Partner ☐ Officer ☐ Sole proprietor		
Spouse's Occupation REDACTED	How long with this employer (years) (months)		

Section 3 Personal Asset Information

Use the most current statement for each type of account, such as checking, savings, money market and online accounts, stored value cards (such as, a payroll card from an employer), investment and retirement accounts (IRAs, Keogh, 401(k) plans, stocks, bonds, mutual funds, certificates of deposit), life insurance policies that have a cash value, and safe deposit boxes. Asset value is subject to adjustment by IRS based on individual circumstances. Enter the total amount available for each of the following (if additional space is needed include attachments).

Round to the nearest dollar. Do not enter a negative number. If any line item is a negative number, enter "0".

Cash and Investments (domestic and foreign)

☐ Cash ☐ Checking ☐ Savings ☐ Money Market/CD ☐ Online Account ☐ Stored Value Card	
Bank Name See Supplementary Schedule	Account Number
(1a) \$	

☐ Checking ☐ Savings ☐ Money Market/CD ☐ Online Account ☐ Stored Value Card	
Bank Name	Account Number
(1b) \$	

Total of bank accounts from attachment	(1c) \$	REDACTED
Add lines (1a) through (1c) less (\$1,000) =	(1) \$	100 Adjusted

Investment Account: ☐ Stocks ☐ Bonds ☐ Other	
Name of Financial Institution	Account Number
Current Market Value	Less Loan Balance
\$ X .8 = \$	- \$ =
(2a) \$	

Investment Account: ☐ Stocks ☐ Bonds ☐ Other	
Name of Financial Institution	Account Number
Current Market Value	Less Loan Balance
\$ X .8 = \$	- \$ =
(2b) \$	
Total of investment accounts from attachment. [current market value X.8 less loan balance(s)]	(2c) \$

Add lines (2a) through (2c) =	(2) \$
Retirement Account: ☐ 401K ☐ IRA ☐ Other	
Name of Financial Institution	Account Number
Current Market Value	Less Loan Balance
\$ X .7 = \$	- \$ =
(3a) \$	

Retirement Account: ☐ 401K ☐ IRA ☐ Other	
Name of Financial Institution	Account Number
Current Market Value	Less Loan Balance
\$ X .7 = \$	- \$ =
(3b) \$	
Total of investment accounts from attachment. [current market value X .7 less loan balance(s)]	(3c) \$

Add lines (3a) through (3c) =	(3) \$
Cash Value of Life Insurance Policies	
Name of Insurance Company	Policy Number
Current Cash Value	Less Loan Balance
\$	- \$ =
(4a) \$	
Total of life insurance policies from attachment	Less Loan Balance(s)
\$	- \$ =
(4b) \$	
Add lines (4a) through (4b) =	(4) \$

Section 3 (Continued)

Personal Asset Information

Real Estate (Enter information about any house, condo, co-op, time share, etc. that you own or are buying)

Property Address (Street Address, City, State, ZIP Code)

Primary Residence

Date Purchased

Date of Final Payment

Description of Property

Current Market Value

Less Loan Balance (Mortgages, etc.)

\$ REDACTED

(Total Value of Real Estate) =

(5a) \$

Property Address (Street Address, City, State, ZIP Code)

Primary Residence

☐ Yes ☐ No

Date Purchased

County and Country

Date of Final Payment

How title is held (joint tenancy, etc.)

Description of Property

Current Market Value

Less Loan Balance (Mortgages, etc.)

\$ X 8 = \$

(Total Value of Real Estate) =

(5b) \$

Total value of property(s) from attachment [current market value X .8 less any loan balance(s)]

(5c) \$

Add lines (5a) through (5c) =

(5) \$

Vehicles (Enter information about any cars, boats, motorcycles, etc. that you own or lease)

Vehicle Make & Model

Year

Date Purchased

Mileage

☐ Lease

Name of Creditor

Date of Final Payment

Monthly Lease/Loan Amount

☒ Loan

\$ 0

Current Market Value

Less Loan Balance (Mortgages, etc.)

\$ REDACTED

Total value of vehicle (if the vehicle is leased, enter 0 as the total value) =

(6a) \$

Subtract \$3,450 from line (6a).

If line (6a) less line (6b) is a negative number, enter "0".

(6b) \$

0

Vehicle Make & Model

Year

Date Purchased

Mileage

☐ Lease

Name of Creditor

Date of Final Payment

Monthly Lease/Loan Amount

☒ Loan

\$

Current Market Value

Less Loan Balance (Mortgages, etc.)

\$ REDACTED

Total value of vehicle (if the vehicle is leased, enter 0 as the total value) =

(6c) \$

If you are filing a joint offer, subtract \$3,450 from line (6c).

If line (6c) less line (6d) is a negative number, enter "0".

(6d) \$

0

Total value of vehicles listed from attachment [current market value X .8 less any loan balance(s)]

(6e) \$

Total lines (6a) through (6e) =

(6) \$

0

Section 3 (Continued)

Personal Asset Information

Other valuable items (artwork, collections, jewelry, items of value in safe deposit boxes, interest in a company or business that is not publicly traded, etc.)

Description of asset:

Current Market Value

\$ X .8 = \$

Less Loan Balance

- \$

(7a) \$

Description of asset:

Current Market Value

\$ X .8 = \$

Less Loan Balance

- \$

(7b) \$

Total value of valuable items listed from attachment [current market value X .8 less any loan balance(s)]

(7c) \$

Add lines (7a) through (7c) =

(7) \$

Do not include amount on the lines with a letter beside the number. Round to the nearest whole dollar.
Do not enter a negative number. If any line item is a negative, enter "0" on that line.

Add lines (1) through (7) and enter the amount in Box A =

Box A
Available Individual Equity in Assets

\$

REDACTED

NOTE: If you or your spouse are self-employed, Sections 4, 5, and 6 must be completed before continuing with Sections 7 and 8.

Section 4

Self-Employed Information

If you or your spouse are self-employed (e.g., files Schedule(s) C, E, F, etc.), complete this section.

Is your business a sole proprietorship?

REDACTED

Address of Business (if other than personal residence)

Name of Business

REDACTED

Business Telephone Number

REDACTED

Employer Identification Number

Business Website

Trade Name or DBA

Description of Business

REDACTED

Total Number of Employees

Frequency of Tax Deposits

Average Gross Monthly

REDACTED

Do you or your spouse have any other business interests? Include any interest in an LLC, LLP, corporation, partnership, etc.

Business Address (Street, City, State, ZIP code)

Yes (Percentage of ownership)

Title:

No

Business Name

Business Telephone Number

Employer Identification Number

Type of business (Select one)

☐ Partnership ☐ LLC ☐ Corporation ☐ Other

Section 5

Business Asset Information (for Self-Employed)

List business assets such as bank accounts, tools, books, machinery, equipment, business vehicles and real property that is owned/leased/rented. If additional space is needed, attach a list of items.

Round to the nearest whole dollar. Do not enter a negative number. If any line item is a negative number, enter "0".

☐ Cash ☐ Checking ☐ Savings ☐ Money Market/CD ☐ Online Account ☐ Stored Value Card

Bank Name

Account Number

See Supplementary Schedule

(8a) \$

☐ Cash ☐ Checking ☐ Savings ☐ Money Market/CD ☐ Online Account ☐ Stored Value Card

Bank Name

Account Number

(8b) \$

Total value of bank accounts from attachment (8c) \$

REDACTED

Add lines (8a) through (8c) = (8) \$

Section 5 (Continued)

Business Asset Information (for Self-Employed)

Description of asset:

Current Market Value	Less Loan Balance	(if leased or used in the production of income, enter 0 as the total value)	
\$ X .8 = \$	- \$		= (9a) \$

Description of asset:

Current Market Value	Less Loan Balance	(if leased or used in the production of income, enter 0 as the total value)	
\$ X .8 = \$	- \$		= (9b) \$

Total value of assets listed from attachment [current market value X .8 less any loan balance(s)] (9c) \$

Add lines (9a) through (9c) = (9) \$

IRS allowed deduction for professional books and tools of trade - REDACTED

Enter the value of line (9) minus line (10). If less than zero enter zero. = (11) \$ 0

Notes Receivable

Do you have notes receivable?

REDACTED

If yes, attach current listing which includes name and amount of note(s) receivable.

Accounts Receivable

Do you have accounts receivable, including e-payment, factoring companies, and any bartering or online auction accounts?

REDACTED

If yes, you may be asked to provide a list of the account(s) receivable.

Do not include amount on the lines with a letter beside the number. Round to the nearest whole dollar. Do not enter a negative number. If any line item is a negative, enter "0" on that line.

Add lines (8) and (11) and enter the amount in Box B = \$

Box B Available Business Equity in Assets

REDACTED

Section 6

Business Income and Expense Information (for Self-Employed)

Note: If you provide a current profit and loss (P&L) statement for the information below, enter the total gross monthly income on line 17 and your monthly expenses on line 29 below. Do not complete lines (12) - (16) and (18) - (28). You may use the amounts claimed for income and expenses on your most recent Schedule C; however, if the amount has changed significantly within the past year, a current P&L should be submitted to substantiate the claim.

Round to the nearest whole dollar. Do not enter a negative number. If any line item is a negative number, enter "0".

Business Income (You may average 6-12 months income/receipts to determine your Gross monthly income/receipts.)

Gross receipts	(12) \$	0
Gross rental income	(13) \$	0
Interest income	(14) \$	0
Dividends	(15) \$	0
Other income	(16) \$	0
Add lines (12) through (16) =	(17) \$	REDACTED

Business Expenses (You may average 6-12 months expenses to determine your average expenses.)

Materials purchased (e.g., items directly related to the production of a product or service)	(18) \$	
Inventory purchased (e.g., goods bought for resale)	(19) \$	
Gross wages and salaries	(20) \$	
Rent	(21) \$	
Supplies (items used to conduct business and used up within one year, e.g., books, office supplies, professional equipment, etc.)	(22) \$	
Utilities/telephones	(23) \$	
Vehicle costs (gas, oil, repairs, maintenance)	(24) \$	
Business Insurance	(25) \$	
Current Business Taxes (e.g., Real estate, excise, franchise, occupational, personal property, sales and employer's portion of employment taxes)	(26) \$	0
Other secured debts (not credit cards)	(27) \$	0
Other business expenses (include a list)	(28) \$	REDACTED
Add lines (18) through (28) =	(29) \$	

Do not enter a negative number. If any line item is a negative, enter "0" on that line. Subtract line (29) from line (17) and enter the amount in Box C = \$

Box C Net Business Income

Section 7

Monthly Household Income and Expense Information

Enter your household's gross monthly income. The information below is for yourself, your spouse, and anyone else who contributes to your household's income. The entire household includes spouse, significant other, children, and others who contribute to the household. This is necessary for the IRS to accurately evaluate your offer.

Monthly Household Income

Round to the nearest whole dollar.

Primary taxpayer					
Wages	Social Security	Pension(s)	Other Income (e.g. unemployment)	Total primary taxpayer income =	(30) \$
\$	+ \$ 0	+ \$ 0	+ \$ 0		REDACTED
Spouse					
Wages	Social Security	Pension(s)	Other Income (e.g. unemployment)	Total spouse income =	(31) \$
\$	REDACTED	+ \$ 0	+ \$		
Additional sources of income used to support the household, e.g., non-lie spouse, or anyone else who may contribute to the household income, etc.					(32) \$
Interest and dividends					(33) \$
Distributions (e.g., income from partnerships, sub-S Corporations, etc.)					(34) \$
Net rental income					(35) \$
Net business income from Box C					(36) \$
Child support received					(37) \$
Alimony received					(38) \$
Round to the nearest whole dollar. Do not enter a negative number. If any line item is a negative, enter "0" on that line. Add lines (30) through (38) and enter the amount in Box D =					Box D Total Household Income \$

Monthly Household Expenses

Enter your average monthly expenses.

Note: Expenses may be adjusted based on IRS Collection Financial Standards. The standards may be found at www.irs.gov.

Round to the nearest whole dollar.

Food, clothing, and miscellaneous (e.g., housekeeping supplies, personal care products, minimum payment on credit card). A reasonable estimate of these expenses may be used.	(39) \$	REDACTED
Housing and utilities (e.g., rent or mortgage payment and average monthly cost of property taxes, home insurance, maintenance, dues, fees and utilities including electricity, gas, other fuels, trash collection, water, cable television and internet, telephone, and cell phone).	(40) \$	
Vehicle loan and/or lease payment(s)	(41) \$	
Vehicle operating costs (e.g., average monthly cost of maintenance, repairs, insurance, fuel, registrations, licenses, inspections, parking, tolls, etc.). A reasonable estimate of these expenses may be used	(42) \$	
Public transportation costs (e.g., average monthly cost of fares for mass transit such as bus, train, ferry, taxi, etc.). A reasonable estimate of these expenses may be used.	(43) \$	
Health insurance premiums	(44) \$	
Out-of-pocket health care costs (e.g. average monthly cost of prescription drugs, medical services, and medical supplies like eyeglasses, hearing aids, etc.)	(45) \$	
Court-ordered payments (e.g., monthly cost of any alimony, child support, etc.)	(46) \$	
Child/dependent care payments (e.g., daycare, etc.)	(47) \$	0
Life insurance premiums	(48) \$	
Current taxes (e.g., monthly cost of federal, state, and local tax, personal property tax, etc.)	(49) \$	REDACTED

Section 7 Monthly Household Income and Expense Information (Continued)

Other secured debts (e.g., any loan where you pledged an asset as collateral not previously listed, government guaranteed Student Loan)	(50) \$	0
Delinquent State and Local Taxes	(51) \$	0

Round to the nearest whole dollar.
Do not enter a negative number. If any line item is a negative, enter "0" on that line.
Add lines (39) through (51) and enter the amount in Box E =

Box E
Total Household Expenses
\$ REDACTED

Round to the nearest whole dollar.
Do not enter a negative number. If any line item is a negative, enter "0" on that line.
Subtract Box E from Box D and enter the amount in Box F =

Box F
Remaining Monthly Income
\$ 0

Section 8 Calculate Your Minimum Offer Amount

The next steps calculate your minimum offer amount. The amount of time you take to pay your offer in full will affect your minimum offer amount. Paying over a shorter period of time will result in a smaller minimum offer amount.

Round to the nearest whole dollar.

If you will pay your offer in 5 months or less, multiply "Remaining Monthly Income" (Box F) by 12 to get "Future Remaining Income" (Box G). Do not enter a number less than \$0.

Enter the total from Box F

\$ 0

X 12 =

Box G Future Remaining Income

\$ 0

If you will pay your offer in more than 5 months, multiply "Remaining Monthly Income" (Box F) by 24 to get "Future Remaining Income" (Box H). Do not enter a number less than \$0.

Enter the total from Box F

\$ 0

X 24 =

Box H Future Remaining Income

\$ 0

Determine your minimum offer amount by adding the total available assets from Box A and Box B (if applicable) to the amount in either Box G or Box H.

Enter the amount from Box A plus Box B (if applicable)

REDACTED

Enter the amount from either Box G or Box H

\$ 0

Offer Amount

Your offer must be more than zero (\$0). Do not leave blank. Use whole dollars only.

\$ REDACTED

If you cannot pay the Offer Amount shown above due to special circumstances, explain on the Form 656, Offer in Compromise, Section 3. You must offer an amount more than \$0.

Section 9 Other Information

Additional information IRS needs to consider settlement of your tax debt. If you or your business are currently in a bankruptcy proceeding, you are not eligible to apply for an offer.

Are you the beneficiary of a trust, estate, or life insurance policy?

REDACTED

Are you currently in bankruptcy?

REDACTED

Have you filed bankruptcy in the past 10 years?

REDACTED

Discharge/Dismissal Date (mm/dd/yyyy)

Location Filed

Are you or have you been party to a lawsuit?

REDACTED

If yes, date the lawsuit was resolved (mm/dd/yyyy)

In the past 10 years, have you transferred any assets for less than their full value?

REDACTED

If yes, date the asset was transferred: (mm/dd/yyyy)

Have you lived outside the U.S. for 6 months or longer in the past 10 years?

REDACTED

Do you have any funds being held in trust by a third party?

REDACTED

If yes, how much \$

Where:

Section 10**Signatures**

Under penalties of perjury, I declare that I have examined this offer, including accompanying documents, and to the best of my knowledge it is true, correct, and complete.

Signature of Taxpayer

Date (mm/dd/yyyy)

Signature of Taxpayer

Date (mm/dd/yyyy)

Remember to include all applicable attachments listed below.

- ☐ Copies of the most recent pay stub, earnings statement, etc., from each employer
- ☐ Copies of the most recent statement for each investment and retirement account
- ☐ Copies of the most recent statement, etc., from all other sources of income such as pensions, Social Security, rental income, interest and dividends (including any received from a related partnership, corporation, LLC, LLP, etc.), court order for child support, alimony, and rent subsidies
- ☐ Copies of bank statements for the three most recent months
- ☐ Copies of the most recent statement from lender(s) on loans such as mortgages, second mortgages, vehicles, etc., showing monthly payments, loan payoffs, and balances
- ☐ List of Notes Receivable, if applicable
- ☐ Verification of State/Local Tax Liability, if applicable
- ☐ Documentation to support any special circumstances described in the "Explanation of Circumstances" on Form 656, if applicable
- ☐ Attach a Form 2848, *Power of Attorney*, if you would like your attorney, CPA, or enrolled agent to represent you and you do not have a current form on file with the IRS.

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Personal Bank Accounts. Include all checking, online bank accounts, money market accounts, savings accounts, stored value cards (e.g., payroll cards, government benefit cards, etc.) List safe deposit boxes including location and contents.

☐ Cash ☐ Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card	
Bank Name	Account Number
	(1a) \$ REDACTED
☐ Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card	
Bank Name	Account Number
Regions Bank	REDACTED
	Reps. 100% ownership (1b) \$ REDACTED
☐ Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card	
Bank Name	Account Number
South State Bank	REDACTED
	Reps. 100% ownership (1c) \$ REDACTED
Total (1) \$	

Funds listed on bank accounts are used to pay for monthly allowable living expenses

Adjusted Value of Bank Accounts: \$0

Adjusted Value of Bank Accounts = Total Value of all Bank Accounts REDACTED Total Amount of Monthly Living Expenses REDACTED

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Wages(Spouse)

Employer	Gross Amount Per Pay Period	Pay Period	Gross Monthly Income
REDACTED			

REDACTED**Form 433-A(OIC)**

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Living Expenses.

Food, Clothing, and Misc.

Category	Actual Expense	REDACTED
FOOD		
Meals At Home	\$	
Meals Out	\$	
Subtotal	\$	
HOUSEKEEPING SUPPLIES		
Laundry Supplies	\$	
Cleaning Supplies	\$	
Toilet Tissue	\$	
Lawn & Garden Supplies	\$	
Subtotal	\$	
APPAREL & SERVICES		
Clothing	\$	
Laundry	\$	
Shoes	\$	
Shoe Repair	\$	
Subtotal	\$	
PERSONAL CARE		
Hair Care Products	\$	
Beautician Services	\$	
Shaving Needs	\$	
Bath Preparations	\$	
Deodorants	\$	
Nail & Personal care services	\$	
Subtotal	\$	
Total	\$	

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Living Expenses.

Housing and Utilities

Category

Actual Expense

Housing & Utilities	
Property Taxes	\$
Insurance	\$
Gas	\$
Electricity	\$
Water	\$
Cable Television and Internet	\$
Cell Phone	\$
Lawn Care	\$
Pest Control	\$
Total	\$

REDACTED

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

**Living Expenses.
Vehicle Operating Costs**

Description (Year, Fuel, Make, Model)	Maintenance	Insurance	Repairs	Registrations	Licenses	Inspections

REDACTED

REDACTED

REDACTED

REDACTED

Form 433-A(OIC)

Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals

Living Expenses.
Health Insurance

Insurer	Policy Type	Monthly Premium
MEDICAL	Medical	\$ REDACTED
Total		\$ REDACTED

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Living Expenses.

Out of Pocket Health Care Costs

Description	Amount	REDACTED
Prescription Drugs	\$	
Total	\$	

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Living Expenses.

Taxes

Category	Actual Expense	REDACTED
Federal	\$	
FICA	\$	
Medicare	\$	
State	\$	
Total	\$	

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Business Bank Accounts. Include checking accounts, online bank accounts, money market accounts, savings accounts, and stored value cards (e.g. payroll cards, government benefit cards, etc.) Report Personal Accounts in Section 4.

Cash ☐ Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card		
Bank Name	Account Number	(8a) \$
Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card		
Bank Name	Account Number	(8b) \$
Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card		
Bank Name		(8c) \$
Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card		
Bank Name		(8d) \$
Checking ☐ Savings ☐ Money Market ☐ Online Account ☐ Stored Value Card		
Bank Name		(8e) \$
Total		(8) \$

REDACTED

Form 433-A(OIC)

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Sole Proprietorship Monthly Business Expenses.

Utilities/Telephone

Category	Expenses for the Reporting Period from 01/01/2015 to 05/31/2015	Gross Monthly Expenses = Expenses for the Reporting Period / # months in the Reporting period
Electricity	\$	
Telephone	\$	
Total		

REDACTED

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Sole Proprietorship Monthly Business Expenses.

Insurance		Expenses for the Reporting Period from 01/01/2015 to 05/31/2015	Gross Monthly Expenses = Expenses for the Reporting Period / # months in the Reporting period
Category			
Workers Compensation		\$	
Other (Liability)		\$	
Total			

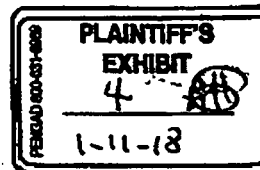
REDACTED

**Supplementary Schedule
to Form 433-A(OIC)
Collection Information Statement for Wage Earners
and Self-Employed Individuals**

Sole Proprietorship Monthly Business Expenses.
Other Expenses

Category	Expenses for the Reporting Period from 01/01/2015 to 05/31/2015	Gross Monthly Expenses = Expenses for the Reporting Period / # months in the Reporting period
Security	\$ REDACTED	REDACTED
Tools	\$	
Travel	\$	
Meals / Entertainment	\$	
Uniform	\$	
Accounting	\$	
Bank charges	\$	
Contract Labor	\$	
Dues / Subscriptions	\$	
Postage	\$	
Other (Payroll Service	\$	
Dump Fee	\$	
Fuel	\$	
Packing	\$	
Travel Expense	\$	
Truck Lease	\$	
Advertising	\$	
Computer	\$	
Medical	\$	
Merchant Services	\$	
Repair/Maintenance	\$	
Vehicle Tracking	\$	
Total		

Exhibit 4.



RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
01/31-02/06	0	0	0	0	0	0	0	0	N/A
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	8.5	0	9.5	9.5	0	7.5	0.5	34.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	6.5	9.5	9.5	10	1	36.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	0	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	
06/27-07/03	0	0	8	8	8	8	H	40	
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	

Signature has a colored background - scanner contains microfilm tag

** Change Rate

Customer Introductions

Inv. Date	\$	
03/10/15	700	PD
07/08/15		
04/03/15	600	PD
03/08/15	385	PD
04/14/15	275	PD
04/21/15	110	PD
03/20/15	325	PD
03/19/15	300	PD
04/07/15	215	PD
04/04/15	290	PD

Inv. Date	\$	
05/20/15	300	
06/04/15	1200	PD
06/16/15	900	PD
Total	5580	

Exhibit 4.

Page 1 of 4

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	6.5	0	9.5	9.5	9	7.5	9.5	51.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	6.5	9.5	9.5	10	1	36.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	8.5	8	0	34	PAID
06/13-06/19	0	0	8.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	25.5	PAID
08/15-08/21	0	0	0	0	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
08/29-09/04	0	0	10	11.5	8	9	8	46.5	PAID
09/05-09/11	0	0	H	8	8	9	0	33	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	35	PAID
09/19-09/25	0	0	8.5	8	9	9	0	34.5	
09/26-10/02	0	0	9	9.5	10	10	10	48.5	
10/03-10/09	0	0	9.5						

Customer Introductions

Inv. Date

03/10/15

07/08/15

04/04/15

03/08/15

04/14/15

04/21/15

03/20/15

03/19/15

REDACTED

\$ 700 PD

000 PD

365 PD

275 PD

110 PD

325 PD

300 PD

**Change Rate

Inv. Date

05/20/15

06/04/15

06/10/15

08/06/15

08/22/15

09/01/15

04/07/15

04/04/15

REDACTED

\$ 300 PD

1200 PD

900 PD

1750

2665

1300 PD

215 PD

290 PD

Total x .8

9036

Exhibit 4.

Page 2 of 4

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	8.5	0	9.5	9.5	9	7.5	9.5	51.5	PAID
02/28-03/08	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
05/02-05/08	0	0	8	9	8.5	8	1	34.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	41.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/28	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	25.5	PAID
08/15-08/21	0	0	0	0	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
08/29-09/04	0	0	10	11.5	8	9	8	46.5	PAID
09/05-09/11	0	0	H	8	8	9	0	33	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	35	PAID
09/19-09/25	0	0	8.5	8	9	9	0	34.5	PAID
09/26-10/02	0	0	9	9.5	10	10	10	46.5	PAID
10/03-10/09	0	0	9.5	10	10	10	10	49	PAID
10/10-10/16	0	0	8	8	8	8.5	0	32.5	PAID
10/17-10/23	0	0	8	8.5	8	8	0	32.5	PAID
10/24-10/30	0	0	8.5	8.5	8	8	0	34	
10/31-11/06	0	0	8	8					
11/07-11/13	0	0							
11/21-11/27	0	0							
11/28-12/04	0	0							
12/05-12/11	0	0							
12/12-12/18	0	0							
12/19-12/25	0	0							
12/26-01/01	0	0							

03/10/15
07/08/15
04/03/15
03/08/15
04/14/15
04/21/15
03/20/15
03/19/15

REDACTED

700 PD
800 PD
365 PD
275 PD
110 PD
325 PD
300 PD

05/20/15
08/04/15
06/18/15
08/08/15
08/22/15
08/01/15
04/07/15
04/04/15

REDACTED
300 PD
1200 PD
900 PD
1750
2885
1300 PD
215 PD
280 PD
9008

Exhibit 4.

Page 3 of 4

Exhibit 4.

RON JOHNSON'S HOURS									
WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/14-02/20	0	0	9	0	9.5	9	0.5	40.5	PAID
02/21-02/27	8.5	0	9.5	9.5	9	9	10	37.5	PAID
02/28-03/06	0	0	10	9	9	9	8.5	61.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	10.5	47.5	PAID
03/14-03/20	0	0	10	10	10	9	11	67.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	8.5	48.25	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	51	PAID
04/04-04/10	8.5	0	11.5	10.5	10	10	11	53	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	62.5	PAID
04/18-04/24	0	0	9	8	8.5	8	4	47	PAID
04/25-05/01**	0	0	8.5	9.5	9.5	10	1	37.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	36.5	PAID
05/09-05/15	0	0	8	8	8.5	8	8	41.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	28.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	28.5	PAID
08/15-08/21	0	0	0	8.5	8	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
09/05-09/11	0	0	H	8	8	9	0	40.5	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	33	PAID
09/19-09/25	0	0	8.5	8	9	9	0	35	PAID
09/26-10/02	0	0	9	9.5	10	10	10	48.5	PAID
10/03-10/09	0	0	9.5	10	10	10	10	49	PAID
10/10-10/16	0	0	8	8	8	8.5	0	32.5	PAID
10/17-10/23	0	0	8	8.5	8	8	0	32.5	PAID
10/24-10/30	0	0	8.5	8.5	8	9	0	34	PAID
10/31-11/06	0	0	8	8.5	8	N	0	24.5	PAID
11/07-11/13	0	0	8	8	8	N	0	24	PAID
11/14-11/20	0	0	8	8	8	N	0	24	PAID
11/21-11/27	0	0	8	8	8	N	0	24	PAID
11/28-12/04	0	0	8.5	7.5	V	V	16	PAID	
12/05-12/11	0	0	V	8	8	N	N	16	PAID
12/12-12/18	0	0	8	8	N	N	0	16	PAID
12/19-12/25	0	0	8	8	N	N	0	16	PAID
12/26-01/01	0	0	8	8	N	N	0	16	PAID

03/10/18
07/08/15
04/03/15
03/08/15
04/14/15
04/21/15
03/20/15
03/18/15

REDACTED

700 PD
600 PD
395 PD
276 PD
110 PD
325 PD
300 PD

PD
PD
PD
PD
PD
PD
PD

08/20/15
08/04/15
08/18/15
08/08/15
08/22/15
08/01/15
04/07/15
04/04/15

REDACTED

300 PD
200 PD
300 PD
750
2885
300 PD
215 PD
220 PD

Exhibit 4.

Page 4 of 4

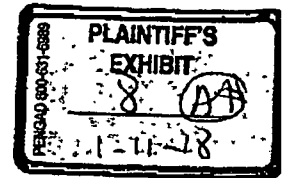


Exhibit 8.

FEBRUARY 01, 2016

RON JOHNSON
1851 GIBB SHOALS ROAD
GREER, SC 29650

GEORGE BROCK
217 WHITSETT STREET
GREENVILLE, SC 29601

INVOICE

JANUARY 2016

DESCRIPTION: Agreed payment to Ron Johnson for clients brought to Brock and Company during 2015.

Sales of \$11,295 X .80 = \$9,036

Per our discussion on 01/27/2016, I agree to pay the above amount on or before April 30, 2016.

Exhibit 8.

Page 1 of 1



EXHIBIT 10.

Ron.

I wanted to get back with you about the sell of clients to the firm and my marketing plan.

Marketing Plan

Hopefully now you can see that I had a distinct business plan since before you came on board. Although you helped me tremendously during the last tax season in tax preparation your hiring was geared toward building the Tax Settlement part of my practice after tax season was over.

Otherwise I would have hired a tax preparer at much less an hr. I was attracted to the fact that you had prepared OIC's.

The basic business plan has not changed but the methods have been adjusted over the last year. We mailed out 45 lien letters on Saturday. That is a record. I am receiving calls and appointments that I will get with you about.

In short, I have a lot of money invested but I am quite pleased with the potential.

The most important lesson that we have learned is to not let the client get ahead of us financially. Also, we should let the client know that there are no guarantees with the IRS. You and I both have taken

It is important to remember that, like in all businesses, collection of \$ is paramount.

Purchase of Clients

I have sold parts of a practice off three times before. I have never had any repercussions any of the times. I am getting the two methods of sale directly from my broker, REDACTED

With Accounting firms there are (2) ways to sell:

- 1) Turn over the business and agree not to compete. (I am selling my "business" and signing a Non-Compete for 5 yrs).
- 2) Sell specific clients. (this is what you are doing since you did not sign a non-compete and had a list of clients to sell).

When you sell specific clients (#2 above) it is like selling a car, you relinquish rights to that client (forever). Of course you can work on securing new clients but the sold client never becomes yours again; even to refer.

Not saying that you would, but you must not circle back around in the future. The obligation extends beyond this year.

I would hope that you also are all-in for referring new clients this year. It bothers me a bit that you seem to be unsure this year. We should discuss this further.

As \$\$ comes in from the purchased clients I will turn that \$\$ over to you. It would benefit you to bring them in early so that you can get paid immediately. What is not paid as the money comes in will be paid 5/31/16. I expect this number close to be -0- since I will be giving you *all* the money that comes in from them. The cash that is not in should be in receivables or still with the firm for later processing. Of

Exhibit 10.

Page 1 of 2

Exhibit 10.

course I will be following up with them, not only this year but next year and will also give them special love this tax season.

I am not getting credit for any new clients this tax season in the sell of my practice unless they come back next year. So I have quite a bit of incentive to give special love to the clients that I am purchasing from you and the ones that are new to the firm.

I hope this clarifies our agreement.

Going forward your primary concern is to continue to work the OIC and tax problem section of our business. ~~However, you will not be able to do this in the future. You will not be able to~~ should be able to go to (4) days a week. Like the IRS, there are no guarantees but that is the plan.

To date, all returns that are in the house (corp and individual) have either been completed or are to be worked on today.

I am sure that this will be the best tax season ever.

Thx

George

George 2/3/16

Exhibit 10.

Page 2 of 2



Exhibit 16

Ron Johnson

1851 Gibb Shoals Rd, Greer, SC 29650 | 864-877-0180 |

Dear Gail,

Since tax time is upon us, I thought I would let you know that things are changing at Brock and Company. The Company is being sold to another CPA and the new owner will take ownership in July of 2016. This means that the current owner will be handling clients over the next few months and may not be very concerned about fair pricing and the future.

Because I feel responsible for your business, I am recommending that you allow me to do your tax work, this year, through my personal business. I will complete your taxes, as in the past, and charge you the same or less than you paid last year. This will protect you from any large price increases for doing your 2015 taxes. Next year, I fully expect to recommend the new CPA as your tax company, as I believe that he will have your best interest in mind for the future.

I will continue to work for Brock and Company over the next 6 months and plan to work for the new CPA going forward. As a result, I will be doing all of the tax returns, regardless of which company you decide to employ.

If you want to stay with Brock and Company, you can bring in your tax information to the office, as in the past. If you want to work with me on a personal basis, you can mail or e-mail your tax information to me at: Ron Johnson, 1851 Gibb Shoals Rd, Greer, SC, 29650, ronjohns99@yahoo.com. If you want to hand deliver, call me at 864-704-7202 and we will work it out.

I'm sorry for any inconvenience, but wanted you to know about the change. Your taxes are important and I will always make sure that your returns are handled very privately, with the lowest possible tax result and at a fair price.

I look forward to seeing you or hearing from you in the next several weeks. I am happy if you have additional questions or concerns.

Sincerely,

Ron Johnson

Exhibit 16

Page 1 of 1



ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2016, by and among Stokes and Company, CPAs ("Purchaser") and George H. Brock, CPA, LLC, d/b/a Brock and Company, CPAs, ("Seller") for the purposes set forth herein.

WITNESSETH:

WHEREAS, the Purchaser is desirous of purchasing certain assets of Seller (more fully described elsewhere in this Agreement) which constitute a portion of the current (and future) public accounting practice of Seller, and Seller is desirous of selling the same, and

WHEREAS, the parties are interested in more fully defining their various rights, duties and obligations with respect to the said purchase and sale.

NOW, THEREFORE, in consideration of the payment as set forth herein below in Section 3 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties enter into the following Agreement.

SECTION I

CLOSING

Subject to the satisfaction of the conditions and obligations of the parties as stated herein, the closing under this Agreement shall take place at the offices of Robert C. Wilson, Jr., Esq., on December 18, 2016, or at such other date and time as the parties may agree. The date of the closing shall be referred to herein as "Closing Date."

SECTION 2

PURCHASE AND SALE OF ASSETS

2.1 Sale of Assets. On the closing date Seller shall sell, assign, transfer, convey and

deliver to Purchaser all of Seller's assets relating to, or used in its business, tangible or intangible, real or personal, including but not limited to, working papers, copies of tax returns, correspondence files, research and reference manuals, client lists, client information files, that are relevant to the clients served by Seller, along with customer lists, purchase orders, prepaid assets, furniture and fixtures, leasehold improvements, equipment, vehicles, supplies, phone numbers, and contact information, and any goodwill or value of an ongoing business enterprise and inventory, including the business name and phone numbers of Seller, (hereinafter referred to collectively as the "Sale Property") as set forth in Exhibit A hereto.

Possession of the assets being sold hereunder shall be transferred at the closing to the Purchaser.

2.2 Transfer of Title. The sale, assignment, conveyance, transfer and delivery of the purchased assets shall be made at closing by such deeds, bills of sale, assignments, licenses, endorsements, and other appropriate instruments of transfer as shall be necessary to vest in the Purchaser as of the Closing Date, good and marketable title to the purchased assets subject to any adjustments set forth herein.

2.3 Temporary Office Lease Assumption. Purchaser will pay to Seller \$1500 per month rent beginning on December 18, 2016, until February 18, 2017, or until all employees transferred to Purchaser's employ are no longer working at 217 Whitsett Street, the office of Seller.

2.4 Exclusion of accrued Accounts Receivable. Purchaser and Seller agree that the sale of assets provided for herein does not include the sale of the accounts receivable of Seller, as of the Closing Date. Purchaser understands and agrees to collect and to remit to Seller all

collections of accounts receivable accrued prior to Closing Date; Purchaser agrees to remit all such collections of accounts receivable excluded from the sale of assets, as provided herein, to Seller within 15 days of receipt thereof by Purchaser.

2.5 Notice to Clients. Purchaser and Seller agree that they will notify or advise clients of the sale of all, or substantially all, of the assets of Seller, as provided herein, in a manner and at a time deemed appropriate by the parties hereto, as instructed by Purchaser. Seller agrees to cooperate in the preparation and release of any announcement of the sale provided for herein, including Seller's signature of any such announcement.

SECTION 3

PURCHASE PRICE AND RELATED PAYMENTS

3.1 Purchase Price for Assets. The purchase price shall be paid in the following manner:

- a. Purchaser will pay 25% of collected fees from Initial Client List, ("IC"), turned over to seller, pursuant to this agreement, for five (5) years;
- b. The purchase price payment will be paid to Seller within fifteen (15) days after the month in which it is received;
- c. The 25% amount will be determined on a client-by-client basis and will be paid for five (5) years, or until there is no further cash flow from the client(s);
- d. A 25% monthly fee for five (5) years will also be payable in conformity to the above provision for all referrals from the "IC" database and for referrals from Seller for five (5) years.

By way of example and not as a limitation, the following example provides guidance for

the determination of the sales price:

i. 25% of fees collected for five (5) years from the "IC" clients based on a client-by-client basis;

ii. 25% of fees collected for all referrals to the Purchaser from "IC" for five (5) years beginning on the date the first such fee is collected;

iii. 25% of fees collected for five (5) years for all referrals from Seller beginning on the date on which the first fee is collected;

iv. \$60,000.00 cash, as a good-faith deposit upon the execution and closing of the within Agreement. The good-faith deposit will be repaid by Seller at the rate of \$1,000.00 per month beginning on March 1, 2017.

3.2 Purchase Price for Tangible and Intangible Assets. On the Closing Date provided for in this Agreement, Purchaser shall execute this Agreement and shall pay the good-faith deposit to Seller. A schedule of the tangible assets is set forth in Exhibit A, attached hereto, and to the Bill of Sale which further documents the transfer of assets, as provided herein.

SECTION 4

LIABILITIES

4.1 Assumed Liabilities. As of the Date of Closing, there shall be no liabilities encumbering the assets being purchased hereunder, and they shall be transferred free and clear of any such claims.

SECTION 5

REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

5.1 Non-Competition Agreements. At the closing, Seller shall execute and deliver to

Purchaser the Non-Competition Agreement marked Exhibit B. Seller acknowledges that Purchaser would not have entered into this Agreement without the Non-Competition Agreement referred to in this section.

5.2 Warranties and Representations of Seller. As a material inducement to Purchaser to enter into and to consummate the transactions contemplated in this Agreement, Seller hereby makes the following representations, warranties, covenants and agreements, each of which shall be deemed to be independently material and relied upon by Purchaser, regardless of any investigation made or information obtained by Purchaser:

- (a) Power and Qualification. Seller is an individual possessing full legal capacity, who has conducted the accountancy business under the trade name of George Brock, CPA, LLC, d/b/a Brock and Company CPAs, In the conduct of the business of Seller, Seller has maintained its good standing with the State of South Carolina. Seller is entitled to own or lease the properties and assets and has all requisite power and authority to carry on the business of Seller as has been heretofore conducted by it. Seller is not licensed or qualified as a foreign corporation under the laws of any other state and neither the character nor location of its properties nor the nature of its business makes licensing or qualification in any foreign jurisdiction necessary.
- (b) Subsidiary. Seller has no subsidiaries.
- (c) Pending Litigation. There are no proceedings or actions of any type pending to limit or impair any of the powers, rights or privileges of Seller to sell the assets of the Seller. Seller is not in violation of or in default with respect to any statute,

regulation, order, rule, writ, injunction or decree of any court, or with respect to any such federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

- (d) Seller's Authority to Enter this Agreement. Seller has full power to execute and perform this Agreement and to transfer, convey, assign and deliver its assets and properties to Purchaser as herein provided, and such execution and performance does not conflict with any contract, judgment, instrument, order, ruling, writ or decree or to which Seller is a party or to which it is subject. Further, such execution and performance will not violate any law or regulation of any jurisdiction relating to Seller or to the securities, property or business of Seller or result in the creation of any lien, charge or encumbrance upon the properties or assets of Seller.
- (e) Officers and Directors. Seller is a single-member LLC under SC law, and there are, therefore, no officers and directors of Seller.
- (f) Financial Statements. Insofar as Seller and Purchaser have reviewed the financial records of Seller, Seller hereby certifies that the information imparted by Seller to Purchaser, as set forth in this provision, 5.2(f) , is true and accurate, to the best of its knowledge.
- (g) Absence of Undisclosed Liabilities. Except to the extent disclosed to Purchaser, Seller, as of the date of the most transaction contemplated herein, has no undisclosed material outstanding liabilities of any nature (including unpaid federal, state or local taxes), whether accrued, absolute, contingent or otherwise,

including without limitation, liabilities for any period prior to the date of the transaction contemplated herein arising out of this Agreement.

(h) Absence of Certain Changes. Since January 1, 2016, the business of Seller has been conducted only in the ordinary course and there has not been to the extent of any material impact:

- (1) Any change in the condition (financial or otherwise), properties, assets liabilities or business prospects of the Seller which has been materially adverse or has occurred outside of the ordinary course of business. The following enumeration of events shall not limit in any way the scope of the representations made in this subparagraph.
- (2) Any engagement on the part of Seller in any unusual transactions affecting his business or properties.
- (3) Any damage, destruction or loss (whether or not covered by insurance) materially or adversely affecting the properties, assets, business or prospects of Seller.
- (4) Any change in the accounting methods, practices or principles followed by Seller, or any change in depreciation or amortization policies or rates theretofore adopted.
- (5) Any issuance, authorization of the issuance of, or sale of any bonds, options, warrants, other securities or right to purchase any of Seller's bonds or other securities.
- (6) Any sale, assignment, transfer, mortgage, pledge or subjection to lien or

encumbrance of the Sale Property.

- (7) Any sale or knowing disposal of on the part of Seller of the ownership, possession, custody, control of any records or customer records of any nature that, in accord with sound business practice, are retained for a period of time after their use, creation or receipt.
- (8) The knowing waiver on the part of Seller of any right of substantial value.
- (9) Any material change in the manner of conducting business.
- (j) Employment Contracts and Benefit Arrangements. Seller has no employment contract, employee benefit arrangement or qualified retirement plan of any type.
- (k) Salary and Bonus. On the closing date, Seller will have paid to or on behalf of his employees all wages and salaries earned including commissions and any incentive compensation due and all unpaid vacation payments due or to become due to such employees for vacations occurring prior to the Closing Date.
- (l) Personal Property. Seller has good and marketable title to and owns in fee simple the Sale Property, free and clear of liens, mortgages, pledges, encumbrances or charges of any kind. All of the Sale Property is in good working order and condition and is operative, and there are no known problems regarding any of it.
- (m) Disclosure. No representation or warranty by Seller in this Agreement, nor any statement or certificate furnished to or to be furnished to Purchaser pursuant hereto, or in connection with the transaction contemplated hereby, contains any untrue statement or a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

5.3 Maintenance of Properties. At all times prior to the closing date, Seller shall maintain

its properties (including the Sale Property) and assets in good repair, order and condition, reasonable wear and tear excepted, and shall maintain his books, accounts and records in the usual, normal and ordinary manner on a basis consistent with prior years. Prior to the Closing Date, Seller shall not cancel any material insurance policy or other material contract or agreement.

5.4 Inventories. Between the date of this Agreement and Closing Date, Seller will maintain normal inventory levels used in the normal conduct of its business.

5.5 Specific Seller Representations and Warranties. Seller further represents and warrants that:

a. The client list conveyed by this Agreement will include initial clients as shown on the IC which Seller has as of December 1, 2016; the IC is attached hereto and marked "IC;"

b. As provided hereinabove, Seller expressly agrees that there are not outstanding liabilities against Seller; Seller further affirms and agrees that, should any liabilities develop against Seller, Seller will assume financial and legal responsibility for such liabilities, thereby holding Purchaser harmless from such liabilities.

5.6 Transition Period. Seller agrees to devote a reasonable amount of time to the details involved in transferring the accountancy practice, as provided herein, to Purchaser. Seller, therefore, agrees to be available for consultancy and other activities necessary to the transfer contemplated by this Agreement immediately following the Closing Date for a period of one (1) year; Seller will be available for consultancy concerning client issues, introductions of clients, and other activities necessary and appropriate to effect the transfer contemplated by this Agreement. Purchaser agrees to pay \$45.00 per hour to Seller for Seller's time expended on effecting the transfer contemplated herein, during the transition period of one (1) year.

5.5 Warranties and Representations of Purchaser. As a material inducement to Seller to enter into and perform their obligations under this Agreement, Purchaser makes the following warranties, representations, covenants and agreements, each of which shall be deemed independently material and relied upon by the Seller, regardless of any investigation made or information obtained by them:

- (a) Purchaser is an individual with full legal capacity to enter into this Agreement. This Agreement and any agreement ancillary hereto, when executed and delivered by Purchaser will constitute valid and binding obligations of the Purchaser and enforceable against the Purchaser according to their terms.
- (c) There are no actions, suits or proceedings pending or, to the knowledge of the purchaser, threatened against or affecting his assets, at law or in equity, or by any federal, municipal, or other government department, commission, board or agency which involve any likelihood of any adverse judgment or liability not fully covered by insurance, or which may result in any material adverse change in the business operations, properties, or assets, or in the condition, financial or otherwise, of the Purchaser. The Purchaser is not now in default concerning any order, injunction or decree of any federal, state or municipal court, or other governmental department, board, or agency affecting any of his assets; and the purchaser has no knowledge of any investigation pending or threatened against or affecting the purchaser by any state or federal governmental agency or department.
- (d) Purchaser agrees to conduct the accountancy practice hereby transferred in

a professional manner;

- (e) Purchaser agrees that he will not incur any financial obligations in the name of Seller;
- (f) Purchaser will faithfully honor all of its obligations under this Agreement; should, however, Purchaser fail to promptly make any payment to Seller provided for in this Agreement, then Seller shall notify Purchaser of such failure to make a required payment by certified mail, from the date of mailing the notice, Purchaser will have ten (10) days to cure its default. Should Purchaser fail to cure said default, then Seller shall have the right to immediately repossess all assets conveyed hereunder and Purchaser agrees to refrain from the following for a period of two (2) years: (a) canvass, solicit, or accept any business from any of the clients listed on Exhibit A, attached hereto, and from any clients obtained by Purchaser pursuant to this Agreement; (b) give any other person, firm, partnership, or corporation the right to canvass, solicit, or accept any business from any of the clients list on Exhibit A, attached hereto, and/or from any clients obtained by Purchaser pursuant to this Agreement; (c) directly or indirectly request or advise any present, or future, client of Seller's to withdraw, curtail, or cancel such client's business with Seller; (d) directly or indirectly engage in accountancy practice, or open an office, within a 40 mile radius of Seller's office.

SECTION 6

CONDITIONS OF CLOSING

6.1 Conditions of the Purchaser's Obligations. The obligations of the Purchaser under this Agreement are subject to the satisfaction of all of the following conditions as of the Closing Date, any of which may be waived by the Purchaser.

- (a) All representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- (b) The Seller shall have performed in all material respects all covenants and agreements hereunder to be performed by Seller on or prior to the Closing Date and shall deliver or cause to be delivered the required documents, instruments, certificates and opinions at the Closing;
- (c) There shall not have been any material adverse change in the business or the condition of the purchased assets from the date of this Agreement to the Closing Date;
- (d) The business of Seller shall have been conducted in the ordinary course since the date of this Agreement, and inventories shall have been maintained at seasonal level.
- (e) Seller has executed a Non-compete Agreement in accordance with the provisions set forth above.

6.2 Conditions of Seller's Obligations. The obligations of the Seller under this Agreement are subject to the satisfaction of all the following conditions as of the Closing Date, any of which may be waived by the Seller.

- (a) All representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the

Closing Date;

- (b) The Purchaser shall have performed in all material respects all covenants and agreements hereunder to be performed by Purchaser on or prior to the Closing Date and shall deliver or cause to be delivered the required documents, instruments, certificates and opinions at the Closing as set forth herein.

SECTION 7

CLOSING DOCUMENTS

7.1 The Seller's Obligations. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser the following:

- (a) Executed Bills of Sale covering all of the sale properties to be transferred hereunder.
- (b) Executed Non-Compete Agreement.

SECTION 8

CLOSING EXPENSES AND APPORTIONMENTS

8.1 Transfer Taxes and Other Closing Expenses. The Purchaser shall have sole responsibility for payment of all sums required to be paid as sales, use or other transfer tax (including deed stamps) on account of the consummation of the transactions contemplated hereby. All other expenses of Closing will be paid by the party incurring such expense.

SECTION 9

SURVIVAL AND INDEMNIFICATION

9.1 Survival. All representations, warranties and covenants made by the Seller and

the selling shareholders in this Agreement shall survive the Closing.

9.2 Indemnification. The Seller hereby agrees to indemnify and hold the Purchaser harmless from and after the date of this Agreement, against and in respect of all losses, liabilities, damages and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, interest, penalties and expenses (including legal and accounting fees, court costs, costs of investigation and expert witness fees) incident thereto (including the costs of enforcing this Agreement) (collectively "Damages") which may be suffered or incurred by the Purchasers (i) that result from any material breach of representation, warranty, covenant or agreement made by the Seller and/or the selling shareholder under this Agreement or contained in any agreement, certificate or other instrument furnished by the Purchaser at Closing or (ii) arising from or in connection with any of the liabilities of the business which are not assumed liabilities, or (iii) arising from or in connection with the performance or nonperformance by the Seller of any obligations existing prior to the Date of Closing.

The Purchaser hereby indemnifies and holds the Seller harmless from and after the date of the closing and transfer of ownership of Seller's assets herein against and in respect of all losses, liabilities, damages and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, interest penalties and expenses (including legal and accounting fees, court costs, costs of investigation and expert witness fees) incident thereto which may be suffered or incurred by the Seller as a result of the operation of the accountancy practice transferred hereby by the Purchaser and any breach of any representation that affects the sale of the assets.

SECTION 10

GENERAL PROVISIONS

10.1 Default. In the event either party to this Agreement or any Exhibit hereto is in default under any of the terms and provisions thereof, the party not in default may institute an action at law or in equity for such damages or relief to which such party may be entitled, in addition to the relief provided hereinabove.

10.2 Contract Binding on Successors. This Agreement will be binding upon and inure to the benefit of, and be enforceable by and against the respective successors, assigns, and personal representative of the parties.

10.3 Entire Agreement: Amendments. This Agreement and its respective schedules, exhibits, and other writings referred to herein or delivered pursuant hereto which form a part hereof, contain the entire understanding of the parties. There are no restrictions, agreements, promises, or warranties, covenants or undertakings other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by the parties.

10.4 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meanings or interpretations of this Agreement.

10.5 Law Governing. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

10.6 Name. Purchase shall have the right to use the name of Seller, as provided hereinabove.

10.7 Exhibits. The parties agree that this Agreement shall be binding upon the parties upon execution hereof and that the assets to be sold hereunder are sufficiently described herein, notwithstanding that one or more exhibits have not been prepared and attached hereto at time of execution. The parties shall undertake to prepare all exhibits which shall be attached hereto and

made a part hereof at or prior to closing. Preparation and attachment of satisfactory exhibits shall be a condition precedent of Purchaser's obligation to close.

10.8 Severability. In the event any portion of this Agreement is deemed unenforceable and invalid under South Carolina law such invalidity shall not affect the remainder hereof and the Agreement shall otherwise remain in full force and effect.

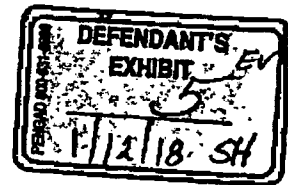
10.9 Brokers Fee. Seller agrees to pay, at closing, the sales fee due to "Professional Accounting Sales" and to obtain the release of Purchaser from any claims from said party. Otherwise, Purchase and Seller each agree to pay their own legal fees and other costs incurred in preparing the documentation and closing of this Agreement. Each party represents to the other that no broker, other than as provided hereinabove, has been employed in connection with this transaction, and that no commission, fee, or other compensation is due to any party on account of this transaction, save as hereinabove provided. Each party further indemnifies the other as to any claim, demand, suit, or action which may be instituted or asserted against the other party on account of anyone claiming to act on behalf of the Purchaser or Seller and to be entitled to a commission.

10.10 Death or Disability. The parties to this Agreement are considered to have an insurable interest, *inter sese*. Purchase and Seller may, each at their own expense, may obtain death or disability insurance on the other party to compensate for any losses which may result from the death or disability of the other party.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first written above.

WITNESSES:

WITNESSES:



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

2016-CP-23-1836

Ronald Johnson, Individually, and)
d/b/a R&T Johnson, LLC.,)
Plaintiffs,)

vs.)

CONSENT ORDER

George H. Brock, Individually, and)
d/b/a George H. Brock, CPA, LLC)
d/b/a MILBRO Properties, LLC,)
d/b/a Integrative FS, LLC, d/b/a)
Diwood Partnership,,)
Defendants.)

ENTERED COMPUTER

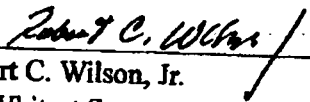
THIS MATTER comes before the Court via Defendants' Motion for Partial Summary Judgment and by an agreement by the attorneys in this matter, Robert C. Wilson, counsel of record for Defendants, and Kenneth E. Norsworthy, Jr., counsel of record for Plaintiffs, for this Court to prohibit the parties in this matter from unauthorized invasions of, and depredations from, the opposing parties' private computer data bases and from the opposing parties' personal information from internet communications of the parties, and enjoining the parties from any publication or use of information of the opposing party which the other party has obtained.

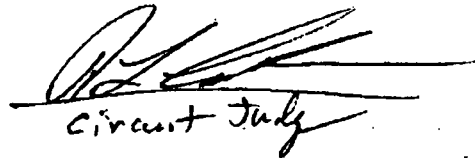
By way of Motion for Partial Summary Judgment, filed on August 10, 2016, Defendants requested this Court enjoin Plaintiff from the access and use of information contained on Defendants' private business software and computer. The parties have discussed the matter and have willingly entered to this Consent Order in lieu of a hearing.

In that the parties have all consented to the Consent Order as evidenced by the signatures herein below, I FIND THAT the parties are prohibited from any such access or use of the opposing parties' software, internet or computer databases, including email correspondence. Plaintiff will provide evidence to Counsel for Defendants of the irrevocable deletion of all Drake data and software for years 2005-2015 within thirty (30) days.

IT IS SO ORDERED.

WE SO MOVE:

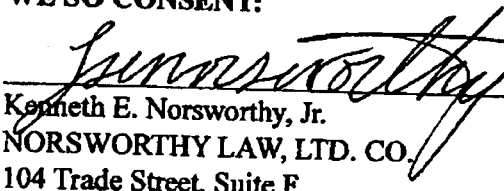

Robert C. Wilson, Jr.
201 Whitest Street
Greenville, SC 29601
(864) 242-9488
Email: trigor527@aol.com
SC ID No. 6178


Circuit Judge

Attorney for Defendant(s)

Greenville, South Carolina
September __, 2016

WE SO CONSENT:


Kenneth E. Norsworthy, Jr.
NORSWORTHY LAW, LTD. CO.
104 Trade Street, Suite F
Greenville, South Carolina 29651
(864) 479-0400 (telephone)
kenorsworthy@me.com
SC Bar No. 101823

Attorney for Plaintiff(s)

Greenville, South Carolina
September __, 2016

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2016CP2301836

Ronald Johnson vs. George H Brock

2016 SEP 27 AM 9
PALESTINE, PEN
JUDGE L. COUCH

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy: ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☐ Statement of Judgment by the Court:

<<< SEE ATTACHED ORDER >>>

Dated at Greenville, South Carolina, this September 27, 2016.

Court Reporter

PRESIDING JUDGE - Roger L. Couch

This judgment was entered on the September 27, 2016, and a copy mailed first class this September 27, 2016, to attorneys of record or to parties (when appearing pro se) as follows:

Ronald Johnson 1851 Gibbs Shoals Road Greer, SC 29650

Robert C. Wilson Jr. 201 Whitsett St. Greenville, SC 29601

R&T Johnson LLC 1851 Gibb Shoals Rd Greer, SC
29650

Kenneth Edward Norsworthy Jr. 104 Trade Street
Suite F Greer, SC 29651

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
RONALD JOHNSON, INDIVIDUALLY)
AND)
DBA R&T JOHNSON, LLC)
Plaintiff(s))

vs.)

GEORGE H BROCK, INDIVIDUALLY)
AND)
DBA GEORGE H BROCK, CPA, LLC)
DBA MILBRO PROPERTIES, LLC)
DBA INTEGRATIVE FS, LLC)
DBA DIWOOD PARTNERSHIP)
Defendant(s))

SUMMONS

IN THE COURT OF COMMON PLEAS

2016-CP-23- 01836

DOCKET NO. _____

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2016 MAR 21 PM 12 25

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above-captioned action, a copy which is herewith served upon you and to serve a copy of your Answer upon the Plaintiff at his address noted below within thirty (30) days after the date of such service, exclusive of the date of service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, Judgment by default will be rendered against you for the relief demanded in the complaint.

Dated: March 21, 2016

Ronald Johnson
Ronald Johnson, pro se
DBA R&T Johnson

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
RONALD JOHNSON, INDIVIDUALLY)
AND)
DBA R&T JOHNSON, LLC)
)
Plaintiff(s))

vs.)

GEORGE H BROCK, INDIVIDUALLY)
AND)
DBA GEORGE H BROCK, CPA, LLC)
DBA MILBRO PROPERTIES, LLC)
DBA INTEGRATIVE FS, LLC)
DBA DIWOOD PARTNERSHIP)
)
Defendant(s))

COMPLAINT
IN THE COURT OF COMMON PLEAS

2016-CP-23-01836

DOCKET NO. _____

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2016 MAR 21 PM 12 25

Comes now Plaintiff Ron Johnson (Johnson) and states the following:

1. Ronald Johnson (Johnson) is a legal resident of Greenville County, SC.
2. R&T Johnson, LLC is registered with the SC Secretary of State to do business in the state of SC.
3. George H. Brock (Brock) is a legal resident of Greenville County, SC.
4. George H. Brock, CPA, LLC is registered with the SC Secretary of State to do business in the state of SC.
5. Milbro Properties, LLC is registered with the SC Secretary of State to do business in the state of SC.
6. Integrative FS, LLC is registered with the SC Secretary of State to do business in the state of SC.
7. Diwood Partnership is not registered with the SC Secretary of State, however has a mailing address of 217 Whitsett St, Greenville, SC 29601. Brock is a 50% partner in Diwood.

8. On 02/07/2015 Johnson began working for George Brock as an independent contractor under the name of R&T Johnson LLC.
9. On 02/14/2015, during the second week of employment, Mr. Johnson advised Mr. Brock that some clients of Johnson's while he was working at Martin's office (previous contractor), as well as other, may want to move to Brock in order to have Mr. Johnson continue to do their tax work. Mr. Brock was enthusiastic with the prospect of gaining new clients that would generate revenue in future years as well as 2015.
10. Mr. Brock and Mr. Johnson agreed with an oral contract that Mr. Brock would pay Mr. Johnson 80% of all revenue generated from any new clients Mr. Johnson could attract in 2015 . After the initial year, Mr. Johnson would then receive no additional payments from Brock for these specific clients. Mr. Johnson would then work on additional new clients for future years with the same 80% arrangement.
11. Mr. Johnson provided a client list to Mr. Brock with names and addresses for individual and corporate tax clients who had previously used Johnson. (Exhibit 1 is a redacted copy of said list due to client confidentiality of non-parties. A confidential reference list will be filed along with this complaint in accordance with SC Civil Rules of Procedure 41.2b as amended January 15, 2014.) Mr. Brock had the Office Secretary, Donna, add these clients to the in-house client software, Stat-Track (Exhibit 2). These clients would then receive any marketing contact sent out by Brock, along with existing Brock customers.

12. On 02/27/2015 Mr. Brock had Donna mail a form letter to those customers under Mr. Johnson's signature informing them of Mr. Johnson's new location. This was under the Brock letterhead with postage paid by Brock (Exhibit 3).
13. For 44 weeks, each week, through the end of 2015, Mr. Johnson kept track of "customer introductions" with client name, invoice date, sale amount and paid designation. This was provided to Mr. Brock weekly, along with Mr. Johnson's work hours. (Exhibit 4)
14. On 11/05/2015, Mr. Brock began cutting Mr. Johnson's work hours from four days per week to two days per week. This was after initially promising Mr. Johnson a minimum of four days per week through the end of 2015. Mr. Brock stated he had no money to make the payroll because of the costs of renovating his new house.
15. On 01/06/2016, during a discussion with Mr. Brock, Mr. Johnson asked him how he was going to make payment for customers Johnson had brought in as Brock was now unable to satisfy payroll commitments. Mr. Brock chose not to answer.
16. On 01/18/2016, Mr. Johnson and Mr. Brock had a meeting in Mr. Johnson's office regarding the payment for those customers (Exhibit 5). Mr. Brock explained that his agreement with Mr. Johnson may not have been profitable for him because he was in the process of selling his CPA Practice (Exhibit 6a). Negotiations with the Buyer for the Practice changed from valuing the Practice based on 2015 sales, to using the sales from 08/01/2015 to 07/31/2016 (See point 8 on Exhibit 6b.). Mr. Johnson reminded Mr. Brock that the payment to Johnson was to be based on 2015 sales and the sale of Brock's Practice did not change the

agreement. Mr. Brock said he would pay the \$9,036 that was owed, as per the original agreement.

17. On 01/26/2016, Mr. Johnson requested a \$2,000 payment on the accounts brought in by Johnson (Exhibit 7).
18. On 01/27/2016, Mr. Brock called Mr. Johnson at home. After discussing the situation, Mr. Brock agreed to pay the \$9,036 on or before 04/30/2016. Both parties agreed that Mr. Johnson would write an agreement to this effect.
19. On 02/01/2016, Mr. Johnson wrote the payment agreement and delivered it to Mr. Brock for his signature (Exhibit 8). Mr. Brock refused to sign it.
20. On 02/06/2016, Mr. Johnson e-mailed Mr. Brock and explained how the agreement was profitable to Mr. Brock because of the timing of some of the 2015 sales (Exhibit 9).
21. On 02/07/2016, Mr. Brock sent Mr. Johnson an explanation of Brock's Marketing Plan and Purchase of Clients which sought a change to the original agreement by not paying the \$9,036 unless clients returned in 2016. It was NOT agreed to by Mr. Johnson in any way (Exhibit 10).
22. Brock references the terms of the original contract in Exhibit 10 and Exhibit 14, now changing the date of the payout from April 30, 2016 to May 31, 2016.
23. Attached as Exhibit 11 is a listing of all invoices representing the sales of customer introductions totaling $\$11,295 \times .8 = \$9,036.00$.
24. To date, Brock has paid zero toward a total owed of \$9036.00.
25. Additionally, Brock owes Johnson \$767 for work in progress as per Statement of Account dated 02/29/2016. (Exhibit 12)

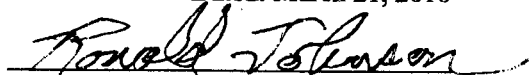
26. Exhibit 13 shows three emails which outline Johnson's work in progress and support the Statement of Account.

27. Demand has been made to the defendant, the latest occasion being March 16, 2016 for the total amount due, but Defendant has failed to cure the default.

(Exhibit 14)

WHEREFORE Plaintiff Ronald Johnson prays for judgement against defendant, George H Brock in the amount of nine thousand eight hundred three dollars and 00/100 (\$9803) actual damages and the amount of this action; and for such other further relief as this court deems just, proper and appropriate.

Dated: March 21, 2016

A handwritten signature in cursive script, appearing to read "Ronald Johnson", is written over a horizontal line.

Ronald Johnson, pro se
DBA R&T Johnson
1851 Gibb Shoals Rd
Greer, SC 29650
864-704-7202

Table of Contents for Exhibits

EXHIBIT	# Pages	Content
1	6	New client list provided to Brock by Johnson on 02/16/2015
2	9	Brock and Company STAT-TRACK adoption of new client list provided 02/16/2015
3	1	Form letter sent to all potential new clients by Brock and Company on 02/27/2015
4	4	Johnson's time sheet submitted weekly (44 times) to Brock showing "Customer Introductions"
5	1	Documented meeting between Johnson and Brock discussing client introduction
6a	2	payment 12/15/15 purchase agreement valuing CPA Practice at 1.08 times 2015 billings
6b	4	Mid January purchase agreement valuing CPA Practice at 1.08 times 08/01/15 - 07/31/16 billings
7	1	01/26/16 request by Johnson for \$2000 payment on "Customer Introductions"
8	1	02/01/16 agreement presented by Johnson that Brock would not sign
9	1	02/06/16 e-mail from Johnson discussing profitability of "Customer Introductions"
10	2	02/07/16 letter from Brock, confirming the agreement, but trying to alter original payment terms
11	14	2015 invoices for business introduced to Brock by Johnson
12	2	03/04/16 e-mail from Johnson summarizing Statement of Account for Brock
13	3	Source documents for developing Statement of Account for Brock
14	1	03/16/16 e-mail from Brock trying to alter the original 2015 payment agreement and shows demand for payment.

Exhibit 1.

	I	S	A	Client Name	File Name	Home Telephone	Client Cell Telephone
1				[REDACTED]	E:\adam3295.13i		(864) 878
2				[REDACTED]	alon2503.13i		(864) 417
3				[REDACTED]	anonsen3932.13i		(864) 238
4				[REDACTED]	arth0467.13i		
5				[REDACTED]	ash7127.13i		(864) 303
6				[REDACTED]	ash7394.13i		(864) 303
7				[REDACTED]	bake4868.13i		(810) 930
8				[REDACTED]	behn3476.13i		(864) 275
9				[REDACTED]	bish0146.13i		(864) 270
10				[REDACTED]	bish5878_tp.13i		
11				[REDACTED]	bont2146.13i		
12				[REDACTED]	bont2146amen.13i		
13				[REDACTED]	bont4962.13i		(864) 901
14				[REDACTED]	bowe6979.13i		
15				[REDACTED]	brau6083.13i		(225) 965
16				[REDACTED]	brav9616.13i		
17				[REDACTED]	brew5599.13i		
18				[REDACTED]	brig5305.13i	(864) 242	
19				[REDACTED]	buss5446.13i	(864) 836	
20				[REDACTED]	butt8900.13i		(864) 388
21				[REDACTED]	buzz24147.13i	(207) 469	
22				[REDACTED]	call8484.13i	(207) 848	
23				[REDACTED]	case6845.13i	(864) 676	(864) 905
24				[REDACTED]	case7924.13i		(864) 367
25				[REDACTED]	case5131.13i		
26				[REDACTED]	chav5444.13i		
27				[REDACTED]	ches9769.13i	(864) 607	
28				[REDACTED]	chr0745.13i		(864) 350
29				[REDACTED]	chr7074.13i	(864) 277	
30				[REDACTED]	chur1478.13i		(864) 316
31				[REDACTED]	clea8842.13i		(864) 420
32				[REDACTED]	clern1543.13i		(207) 746
33				[REDACTED]	cohn4171.13i	(864) 947	
34				[REDACTED]	cole2501.13i		
35				[REDACTED]	cone6384.13i	(207) 285	
36				[REDACTED]	crepe4972 dan sr.	(864) 244	(419) 28
37				[REDACTED]	creps8417.13i	(864) 373	(864) 78
38				[REDACTED]	cruv4726.13i	(864) 322	(864) 246
39				[REDACTED]	cust0430.13i		(540) 32
40				[REDACTED]	dav2369.13i	(864) 947	(864) 98
41				[REDACTED]	deje9392.13i		
42				[REDACTED]	debe1372.13i		(864) 50
43				[REDACTED]	delu6024.13i		
44				[REDACTED]	demp8822.13i		(864) 421
45				[REDACTED]	deyoung9071.13i	(864) 292	(864) 201
46				[REDACTED]	thed1936.13i	(864) 360	(864) 331
47				[REDACTED]	dom7644.13i		(864) 276
48				[REDACTED]	douc5733.13i		(864) 328
49				[REDACTED]	dra2551.13i		(207) 746
50				[REDACTED]	duck6676.13i		(864) 236
51				[REDACTED]	eich1487.13i		
52				[REDACTED]	enrt2215.13i	(256) 568	(770) 28
53				[REDACTED]	evan6579.13i		(864) 414
54				[REDACTED]	farm3811.13i	(864) 322	(864) 982
55				[REDACTED]	field andy.13i		
56				[REDACTED]	fish4914.13i		(843) 456
57				[REDACTED]	free2580.13i		
58				[REDACTED]	fulk3778.13i		(864) 608
59				[REDACTED]	fusa8525.13i		(508) 685
60				[REDACTED]	gal8880.13i		(864) 812
61				[REDACTED]	gard1968.13i		(864) 444
62				[REDACTED]	gard8236.13i		
63				[REDACTED]	gard8831.13i		
64				[REDACTED]	gar0661.13i		(864) 27
65				[REDACTED]	gar03375.13i		

Exhibit 1.

Page 1 of 6

ROA Page 432

Exhibit 1.

	I	S	A	Client Name	File Name	Home Telephone	Client Cell Telephone
66					ghes2314.amend		(864) 736
67					glib6791.amended		(864) 236
68					glib0859.13i	(864) 244	(864) 42
69					glib4688.13i		
70					glas7260.13i		(864) 567
71					gles9536.13i		(864) 606
72					godf6622.13i		(864) 420
73					gome0651.13i		(864) 346
74					gras3181.13i		(864) 630
75					gras3699.13i		(864) 363
76					hall7285.13i		(864) 670
77					hand9700.13i		
78					hard8882.13i		
79					hardyman2150.13i		(864) 364
80					ham4297.13i		(864) 578
81					helf7342.13i		(864) 583
82					hern9572.13i		(864) 320
83					hern1919.13i		(766) 201
84					hern1919.amen.13i		(766) 201
85					hern1919.amen.13i		(766) 201
86					hine7567.13i		(864) 484
87					hold9841.13i	(864) 213	
88					hold8489.13i		
89					holi1935.13i		(864) 414
90					hon5572.13i		
91					howe5893.13i		
92					hyde4475.13i		(864) 569
93					jaco8724.13i		
94					jaco1729.13i	(864) 242	(864) 915
95					jaco2730.13i		
96					john4387.13i	(766) 523	
97					john6122.13i	(864) 963	(864) 420
98					john9856.13i		
99					john2153.13i		
100					jone2082.13i		(864) 313
101					jone8194.13i		(864) 276
102					jone3497.13i	(864) 244	(864) 583
103					jord7831.13i		(864) 276
104					land8532.13i	(864) 551	
105					lapo0931.13i		(864) 448
106					lara7241.13i		(864) 918
107					lara7007.13i		
108					lara0610.13i		(207) 949
109					lala3108.13i		(864) 238
110					lind0684.13i		(864) 908
111					lik6791.13i	(864) 801	(864) 303
112					lik6791.amend.13i	(864) 801	(864) 303
113					lof5925.13i		(864) 921
114					loop8485.13i	(864) 836	(864) 918
115					lora6813.13i	(864) 286	(864) 704
116					lora1331.13i	(864) 286	(864) 304
117					luce1365.13i	(623) 271	
118					mart9486.13i		(864) 816
119					mar14898.13i		
120					mar18167.13i		
121					mar14543.13i		
122					mcab9713.13i		
123					mocr5627.13i		(864) 706
124					mocr7727.13i		(843) 758
125					mcke4860.13i		
126					mcne8222.13i	(864) 238	(864) 588
127					menz8857.13i		(864) 230
128					mow2424.13i	(864) 884	
129					meye6429.13i		
130					meye3486.13i	(864) 834	(864) 589

Exhibit 1.

Page 2 of 6

ROA Page 433

	I	S	A	Client Name	File Name	Home Telephone	Client Cell Telephone
131				[REDACTED]	mich1091.13i	(884) 288	(884) 325
132				[REDACTED]	mima7084.13i		(884) 52
133				[REDACTED]	mini4873.13i		(423) 882
134				[REDACTED]	mont4298 amend	(884) 848	(884) 388
135				[REDACTED]	cald9590.13i		(884) 214
136				[REDACTED]	more6308.13i		(727) 458
137				[REDACTED]	murp8236.13i		
138				[REDACTED]	murp2974.13i		(884) 275
139				[REDACTED]	myer9774.13i		(804) 202
140				[REDACTED]	nava8034.13i		
141				[REDACTED]	niteche.13i		(884) 66
142				[REDACTED]	nort5972.13i		(884) 434
143				[REDACTED]	palm2623.13i		(884) 878
144				[REDACTED]	palm8476.13i		
145				[REDACTED]	palm6703.13i		
146				[REDACTED]	park8157.13i		(884) 631
147				[REDACTED]	pete0283.13i		(884) 901
148				[REDACTED]	phil1108.13i		(884) 313
149				[REDACTED]	phil2050.13i		
150				[REDACTED]	pric0178.13i		(884) 276
151				[REDACTED]	pric6376.13i	(884) 704	(884) 704
152				[REDACTED]	pust8597.13i	(884) 414	
153				[REDACTED]	pym3045.13i		(884) 976
154				[REDACTED]	quin9196.13i	(884) 834	
155				[REDACTED]	reines7307.13i	(884) 297	(884) 505
156				[REDACTED]	rame0037.13i		(884) 388
157				[REDACTED]	rand8242.13i		
158				[REDACTED]	randolph2043.13i	(884) 877	(884) 423
159				[REDACTED]	rand9105.13i		(884) 421
160				[REDACTED]	rea2345.13i	(884) 322	(884) 630
161				[REDACTED]	reho4950.13i		(884) 505
162				[REDACTED]	reho0950.13i		(884) 505
163				[REDACTED]	rive0370.13i		(727) 239
164				[REDACTED]	roac3055.13i		(884) 505
165				[REDACTED]	roac3055amen.13i		(884) 505
166				[REDACTED]	robi2917.13i		
167				[REDACTED]	rodr6056.13i		(305) 877
168				[REDACTED]	rogi4724amendm	(884) 244	(884) 915
169				[REDACTED]	rose4282.13i	(884) 238	
170				[REDACTED]	rube3080.13i		(884) 88
171				[REDACTED]	ryan3044.13i		
172				[REDACTED]	sals6663.13i		(727) 580-29
173				[REDACTED]	scha0026.13i		(884) 918
174				[REDACTED]	scha0026amend.		(884) 918
175				[REDACTED]	sche4107.13i		(804) 304
176				[REDACTED]	sche7681.13i		
177				[REDACTED]	sche2308.13i		
178				[REDACTED]	scho1767.13i		(884) 805
179				[REDACTED]	scot7677.13i		(884) 404
180				[REDACTED]	sears8804.13i	(828) 349	(828) 342
181				[REDACTED]	seeg1141.13i		(704) 728
182				[REDACTED]	shnn8051.13i		(262) 347
183				[REDACTED]	slow2084.13i		
184				[REDACTED]	suar6372.13i		
185				[REDACTED]	summs0789.13i		
186				[REDACTED]	sund2356 amend		(502) 411
187				[REDACTED]	surg5184.13i		(884) 472
188				[REDACTED]	tryl7608.13i		(079) 238
189				[REDACTED]	terpenning6339.1		(884) 304
190				[REDACTED]	thom9149.13i	(884) 476	(884) 596
191				[REDACTED]	tice4408.13i		(884) 388
192				[REDACTED]	tice134.13i	(884) 551	
193				[REDACTED]	tira5082.13i	(884) 982	
194				[REDACTED]	tira2948.13i		
195				[REDACTED]	tune5772.13i	(884) 987	(884) 907

Exhibit 1.

	I	S	A	Client Name	File Name	Home Telephone	Client Cell Telephone
196				[REDACTED]	urbi5730.13i		(864) 704-[REDACTED]
197				[REDACTED]	varh9743.13i		
198				[REDACTED]	vaeq6928.13i		
199				[REDACTED]	vaug3187.13i		(864) 805-[REDACTED]
200				[REDACTED]	vese8168.13i	(864) 433-[REDACTED]	(864) 286-[REDACTED]
201				[REDACTED]	warr5172.13i		(864) 525-[REDACTED]
202				[REDACTED]	weymouth3022.1	(207) 942-[REDACTED]	(207) 907-[REDACTED]
203				[REDACTED]	wric5831.13i		
204				[REDACTED]	zwo4807.13i		(540) 239-[REDACTED]
205				[REDACTED]	john4367.13i	*****	*****
206				[REDACTED]	john3863.13i	*****	*****
207				[REDACTED]	john3863.13i	*****	*****
208				[REDACTED] M.	vazz9158.13i	*****	*****
209				[REDACTED]	vazz9158.13i	*****	*****

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Exhibit 1.

Exhibit 1.

	Client Name	Tele	Client Address	City	Stat	ZIP Code
1	[REDACTED] Press, LLC		[REDACTED]	Greer	SC	29650
2	[REDACTED]	(207) 884-1244807	[REDACTED] P.O. Box	LEVANT	ME	04456
3	[REDACTED]	(874) 276-2878842	[REDACTED]	Simpsonville	SC	29680
4	[REDACTED]	(864) 241-3411218	[REDACTED] Dr	GREENVILLE	SC	29609
5	[REDACTED]	(864) 322-2563375	[REDACTED]	Greenville	SC	29617
6	[REDACTED] LLC	(864) 201-0999008	[REDACTED]	Greenville	SC	29607
7	[REDACTED] Inc.	(864) 581-6048135	[REDACTED]	Greenville	SC	29609
8	[REDACTED] LLC	(864) 288-1618328	[REDACTED]	Greenville	SC	29615
9	[REDACTED] LLC	(864) 288-519769	[REDACTED]	Greenville	SC	29615
10	[REDACTED] LLC	(864) 901-2804780	[REDACTED]	Greenville	SC	29615
11	[REDACTED] CONTR	(864) 421-180515	[REDACTED]	GREER	SC	29650
12	[REDACTED] LLC		[REDACTED]	SPRING	TX	77380
13	[REDACTED] LLC	(864) 322-2808328	[REDACTED]	Greenville	SC	29616
14	[REDACTED]		[REDACTED]	Taylors	SC	29687
15	[REDACTED]	(423) 920-2753459	[REDACTED]	EASLEY	SC	29642
16	[REDACTED] LLC	(864) 878-5371892	[REDACTED]	Woodruff	SC	29388
17	[REDACTED] LLC	(864) 982-1998378	[REDACTED]	Taylors	SC	29687
18	[REDACTED] LLC	(864) 593-338404	[REDACTED]	Simpsonville	SC	29681
19	[REDACTED]	(809) 617-2208861	[REDACTED]	SIMPSONVILLE	SC	29680
20	[REDACTED] LLC	(864) 423-3459033	[REDACTED]	Taylors	SC	29687
21	[REDACTED] LLC	(864) 436-337279	[REDACTED]	Greenville	SC	29615
22	[REDACTED] LLC	(864) 244-2636357	[REDACTED]	Greer	SC	29650
23	[REDACTED] LLC	(864) 430-2428218	[REDACTED]	GREER	SC	29652
24	[REDACTED] Inc.	(864) 414-1556526	[REDACTED]	Greer	SC	29650
25	[REDACTED] LLC	(864) 940-3270181	[REDACTED]	Anderson	SC	29621
26	[REDACTED]	(864) 244-180881	[REDACTED]	Greenville	SC	29609
27	[REDACTED]	(207) 234-8633680	[REDACTED]	Diamond	ME	04932
28	[REDACTED] LLC	(864) 567-3278798	[REDACTED]	Greenville	SC	29609
29	[REDACTED] LLC	(864) 797-701588	[REDACTED]	Taylors	SC	29687
30	[REDACTED] LLC	(864) 400-1016843	[REDACTED]	GREENVILLE	SC	29607
31	[REDACTED] LLC	(864) 821-2473054	[REDACTED]	Greer	SC	29651
32	[REDACTED] Inc.	(864) 236-182774	[REDACTED]	Greenville	SC	29609
33	[REDACTED]		[REDACTED]	Greenville	SC	29605
34	[REDACTED] LLC	(864) 704-2381578	[REDACTED]	Greenville	SC	29605
35	[REDACTED] LLC	(864) 878-1788168	[REDACTED]	Greenville	SC	29601
36	[REDACTED]		[REDACTED]	GREENVILLE	SC	29615
37	[REDACTED] LLC	(864) 918-0488172	[REDACTED]	Taylors	SC	29687
38	[REDACTED] LLC	(864) 918-0488278	[REDACTED]	Taylors	SC	29687
39	[REDACTED] INCORPORATED	(864) 238-7838823	[REDACTED]	TAYLORS	SC	29687
40	[REDACTED] Inc.	(207) 988-0636389	[REDACTED]	Brewer	ME	04412
41	[REDACTED] State Services, LLC	(864) 880-1618768	[REDACTED]	Spartanburg	SC	29307
42	[REDACTED] LLC	(864) 420-1811854	[REDACTED]	Mauldin	SC	29682
43	[REDACTED] LLC	(864) 414-2717548	[REDACTED]	Greer	SC	29650
44	[REDACTED]	(704) 230-3847267	[REDACTED]	GREER	SC	29650
45	[REDACTED]	(864) 205-4876303	[REDACTED]	Moore	SC	29369
46	[REDACTED] LLC	(864) 423-2434368	[REDACTED]	Greer	SC	29651
47	[REDACTED] LLC	(814) 844-5164515	[REDACTED]	Taylors	SC	29687
48	[REDACTED] LLC	(864) 834-1332551	[REDACTED]	Travelers Rest	SC	29680
49	[REDACTED] LLC	(864) 678-314491	[REDACTED]	Greenville	SC	29601
50	[REDACTED] Inc.	(207) 841-0631497	[REDACTED]	Bangor	ME	04401
51	[REDACTED] LLC	(864) 497-5543340	[REDACTED]	Moore	SC	29369
52	[REDACTED] LLC	(864) 670-873368	[REDACTED]	Roebuck	SC	29378
53	[REDACTED] Woodworks, LLC	(864) 423-2608148	[REDACTED]	Greer	SC	29651
54	[REDACTED] LLC	(864) 304-3188287	[REDACTED]	GREENVILLE	SC	29607
55	[REDACTED]		[REDACTED]	Simpsonville	SC	29681
56	[REDACTED]	(864) 275-0885180	[REDACTED]	Greenville	SC	29607
57	[REDACTED]	(207) 338-3141700	[REDACTED]	Swanville	ME	04915
58	[REDACTED]	(207) 338-3141700	[REDACTED]	Swanville	ME	04915
59	[REDACTED] Inc.	(207) 989-0480488	[REDACTED]	Brewer	ME	04412
60	[REDACTED]	(864) 640-0546884	[REDACTED]	Marlatta	SC	29661
61	[REDACTED] Financial, LLC	(864) 346-346888	[REDACTED]	Greer	SC	29650
62	[REDACTED]	(864) 608-346888	[REDACTED]	Greenville	SC	29615
63	[REDACTED] LLC	(864) 270-346888	[REDACTED]	Piedmont	SC	29673
64	[REDACTED]	(864) 380-346888	[REDACTED]	Greer	SC	29650
65	[REDACTED] & ASSOCIA	(864) 801-346888	[REDACTED]	GREER	SC	29651

Exhibit 1.

Page 5 of 6

ROA Page 436

1/2

		Client Name	Telephone	SSN/EIN	Client Address	City	State	ZIP Code
66		T. Inc.	(864) 304	2282217		Taylors	SC	29687
67		, LLC	(864) 706	1089718		Spartanburg	SC	29302
68		on	(864) 983	2558300	3320	Simpsonville	SC	29680
69		, LLC	(864) 24	034019		Greenville	SC	29608
70		Management	(928) 84	5378981		Prescott	AZ	86304
71		, LLC	(864) 32	1708898	RD	GREENVILLE	SC	29617
72		Woodshop	(864) 3	1487625		Taylors	SC	29687
73		and Home Repair, LL	(502) 844	301508	Apt 2	Louisville	KY	40214
74		Group, LLC	(864) 787	0685864		Mauldin	SC	29662
75		Services, LLC	(540) 238	0255866		Greer	SC	29660

Exhibit 1.

Brock and Company Stat Track— Martin Customer List

[REDACTED]
Greer, SC 29631

[REDACTED] of SC LLC
[REDACTED] Drive
Greenville, SC 29609

Work: (864) 241 [REDACTED]

[REDACTED]
Greenville, SC 29617

Work: (864) 320 [REDACTED]

[REDACTED]
Greenville, SC 29609

[REDACTED]
Greenville, SC 29609

Woodworking

Work: (864) 561 [REDACTED]

[REDACTED]
Greenville, SC 29609

Cell: (864) 288 [REDACTED]

[REDACTED]
Greenville, SC 29615

Cell: 864-901 [REDACTED]

Work: 864-678 [REDACTED]

[REDACTED]
Greenville, SC 29601

[REDACTED]
Lyman, SC 29365

[REDACTED]
Greenville, SC 29615

[REDACTED]
Greenville, SC 29609

[REDACTED]
Marietta, SC 29651

[REDACTED]
Taylors, SC 29687

Cell: 864-277 [REDACTED]

[REDACTED]
Greenville, SC 29605

[REDACTED]
Mauldin, SC 29662

Brock and Company Stat Track-- Martin Customer List

[REDACTED]
Taylors, SC 29687
[REDACTED]
Taylors, SC 29687
[REDACTED]
Taylors, SC 29687
[REDACTED]
Taylors, SC 29687
[REDACTED]
Woodruff, SC 29388
[REDACTED]
Piedmont, SC 29673
[REDACTED]
Moore, SC 29369
[REDACTED]
Simpsonville, SC 29680
[REDACTED] Cell: 864-423 [REDACTED]
Greenville, SC 29615
[REDACTED]
Greenville, SC 29615
[REDACTED] Services Work: (864) 978 [REDACTED]
Woodruff, SC 29388
[REDACTED]
Greer, SC 29650
[REDACTED]
Piedmont, SC 29673
[REDACTED]
Greenville, SC 29615
[REDACTED]
Greenville, SC 29615
[REDACTED] Associates Work: (864) 982 [REDACTED]
Taylors, SC 29687
[REDACTED] LLC Work: (864) 423 [REDACTED]
Taylors, SC 29687
Jan 06, 2016

Brock and Company Stat Track-- Martin Customer List

[REDACTED]
Greenville, SC 29615
[REDACTED]
Work: (864) 430-[REDACTED]
[REDACTED]
Greer, SC 29652
[REDACTED]
Country Club Road
Graham, AL 36263
[REDACTED]
Cell: 864-414-[REDACTED]
[REDACTED]
Greer, SC 29650
[REDACTED]
Greenville, SC 29609
[REDACTED] Enterprises
[REDACTED] Street
Anderson, SC 29621
[REDACTED]
[REDACTED] Drive
Greer, SC 29651
[REDACTED]
Cell: 864-630-[REDACTED]
[REDACTED] Drive
Greer, SC 29651
[REDACTED]
[REDACTED] Ct
Greer, SC 29650
[REDACTED]
[REDACTED] Drive
Simpsonville, SC 29680
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Drive
Greenville, SC 29609
[REDACTED]
[REDACTED] Drive
Taylors, SC 29687
[REDACTED]
Cell: 864-553-[REDACTED]
[REDACTED]
Greenville, SC 29601
[REDACTED]
[REDACTED]
Greenville, SC 29609
[REDACTED]
[REDACTED]
[REDACTED] Circle
Greenville, SC 29615

Exhibit 2.

**Brock and Company Stat Track--- Martin Customer
List**

[REDACTED], [REDACTED]
[REDACTED] Drive
Mauldin, SC 29662

[REDACTED], [REDACTED]
[REDACTED] Court
Greenville, SC 29615

[REDACTED], [REDACTED]
[REDACTED] Lane
Greenville, SC 29617

[REDACTED], [REDACTED]
[REDACTED]
Roebuck, SC 29376

[REDACTED], [REDACTED]
[REDACTED] Road Home: 864-354-[REDACTED]
Greenville, SC 29609
11/02/15 Waiting on \$2000 payment

[REDACTED], [REDACTED]
[REDACTED] Road
Chesnee, SC 29323

[REDACTED], [REDACTED]
Taylors, SC 29687

[REDACTED], [REDACTED]
[REDACTED]
Greenville, SC 29607

[REDACTED], [REDACTED]
[REDACTED]
Greenville, SC 29607

[REDACTED], [REDACTED]
[REDACTED] Lane
Greenville, SC 29609

[REDACTED], LLC Work: (864) 621-[REDACTED]
[REDACTED] Drive
Greer, SC 29651

[REDACTED], [REDACTED]
Greenville, SC 29615

[REDACTED], [REDACTED]
[REDACTED] Circle
Bradenton, FL 34202-6354

[REDACTED], [REDACTED]
[REDACTED] Place Work: (864) 238-[REDACTED]
Greenville, SC 29609

[REDACTED], [REDACTED]
[REDACTED] Road
Taylors, SC 29687

Jan 06, 2016

Exhibit 2.

Page 4 of 9

Page 4 of 9

Exhibit 2.

**Brock and Company Stat Track--- Martin Customer
List**

[REDACTED] Group Drive Work: (864) 704-[REDACTED]
Petzer, SC 29669
[REDACTED] Cell: 864-704-[REDACTED]
[REDACTED] Work: (864) 678-[REDACTED]
[REDACTED] Avenue
Greenville, SC 29601
[REDACTED] Avenue
Greenville, SC 29601
[REDACTED] Road
[REDACTED] Street
Greenville, SC 29617
[REDACTED] Welding
Greenville, SC 29615
[REDACTED] Hwy
Travelers Rest, SC 29690
[REDACTED] Road
Greenville, SC 29687
[REDACTED] Street
Taylors, SC 29687
[REDACTED] Road
Greer, SC 29651
[REDACTED] Drive
Greer, SC 29651
[REDACTED] Drive
Greer, SC 29651
[REDACTED] Road
Surprise, AZ 85379
[REDACTED] Street
Spartanburg, SC 29303
[REDACTED] Lane
Spartanburg, SC 29307
[REDACTED] Road
Greer, SC 29651
[REDACTED] Circle
Taylors, SC 29687

Brock and Company Stat Track--- Martin Customer List

[REDACTED]
 [REDACTED] Drive
 Greer, SC 29650
 [REDACTED]
 [REDACTED]
 Greenville, SC 29607
 [REDACTED]
 [REDACTED] Ridge
 Travelers Rest, SC 29690
 [REDACTED]
 [REDACTED] Drive
 Mauldin, SC 29662
 [REDACTED]
 [REDACTED] Rd.
 Greenville, SC 29615
 [REDACTED]
 [REDACTED] Bay
 Campobello, SC 29322
 [REDACTED]
 [REDACTED] Drive
 Easley, SC 29642
 [REDACTED]
 [REDACTED] Trail
 Greer, SC 29650
 [REDACTED]
 [REDACTED] Drive
 Simpsonville, SC 29681
 [REDACTED]
 [REDACTED] Road
 Lyman, SC 29365
 [REDACTED]
 Greenville, SC 29615
 [REDACTED] ELC
 [REDACTED] Road
 Greer, SC 29651
 [REDACTED]
 [REDACTED]
 Taylors, SC 29687
 [REDACTED]
 [REDACTED] Circle
 Greer, SC 29650
 [REDACTED]
 Greer, SC 29650
 [REDACTED]
 Greer, SC 29650

Work: (864) 420 [REDACTED]

Work: (864) 423 [REDACTED]

Work: (864) 644 [REDACTED]

Exhibit 2.
**Brock and Company Stat Track— Martin Customer
List**

[REDACTED], [REDACTED] & [REDACTED]
[REDACTED] Avenue
Greenville, SC 29609
[REDACTED]
[REDACTED]
[REDACTED] Drive
Pelzer, SC 29669
[REDACTED] & [REDACTED]
[REDACTED] Drive
Greer, SC 29650
[REDACTED]
[REDACTED] Drive
Taylors, SC 29687
[REDACTED]
[REDACTED]
Travelers Rest, SC 29690
[REDACTED] (Cousin of [REDACTED])
[REDACTED] Road
Mauldin, SC 29662
[REDACTED], [REDACTED] an
[REDACTED] Road
Greer, SC 29651
[REDACTED], [REDACTED] & [REDACTED]
[REDACTED] Road
Greer, SC 29651
[REDACTED] South
[REDACTED]
Greer, SC 29651
[REDACTED]
[REDACTED]
Moore, SC 29389
[REDACTED], [REDACTED] & [REDACTED]
[REDACTED]
Greenville, SC 29615
[REDACTED] & [REDACTED]
[REDACTED]
Greenville, SC 29607
[REDACTED]
[REDACTED]
Mauldin, SC 29662
[REDACTED] & [REDACTED]
[REDACTED]
Greenville, SC 29617
[REDACTED], [REDACTED] & [REDACTED]
[REDACTED]
Simpsonville, SC 29681
[REDACTED]
[REDACTED]
Greenville, SC 29609
[REDACTED]

Cell: 864-423-[REDACTED]

Work: (864) 497-[REDACTED]

Work: (864) 304-[REDACTED]

Taylors, SC 29687
Jan 06, 2016

Exhibit 2.
Page 7 of 9

Page 7 of 9

Brock and Company Stat Track-- Martin Customer List

[REDACTED]
[REDACTED] Road
Greer, SC 29651

[REDACTED]
[REDACTED] Road
Taylors, SC 29687

[REDACTED]
[REDACTED]
Greenville, SC 29617

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
Greer, SC 29650

[REDACTED]
[REDACTED]
Greenville, SC 29607

[REDACTED]
[REDACTED]
Taylors, SC 29687

[REDACTED]
[REDACTED]
Franklin, SC 28734

[REDACTED]
[REDACTED]
Greenville, SC 29609,

[REDACTED]
[REDACTED]
Greer, SC 29651

[REDACTED]
[REDACTED]
Marietta, SC 29661

[REDACTED]
[REDACTED]
Greenville, SC 29615

[REDACTED]
[REDACTED]
Greenville, SC 29604

[REDACTED]
[REDACTED]
Greer, SC 29650

[REDACTED]
[REDACTED]
Inman, SC 29349

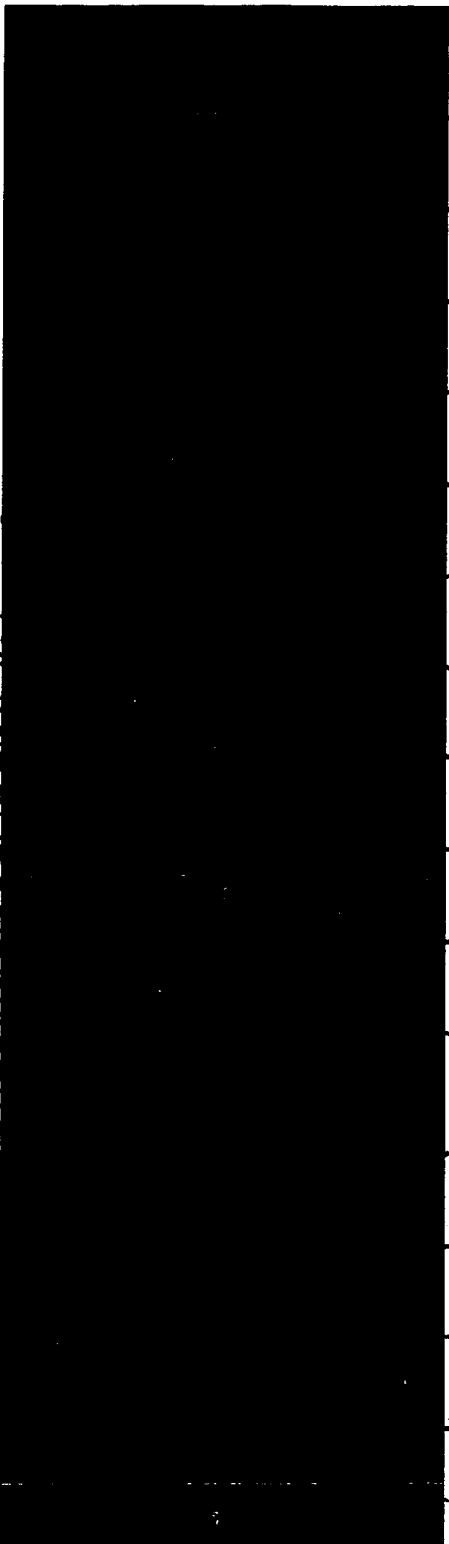
[REDACTED]
[REDACTED]
Taylors, SC 29687

Cell: 864-380 [REDACTED]

Work: (864) 346 [REDACTED]

Exhibit 2.

Brock and Company Stat Track— Martin Customer List

	tee	Work: (86
		Work: (86
		Work: (86
		Work: (86
		Work: (86
		Work: (86
		Work: (86
		Work: (86
		Work: (86

Jan 08, 2016

Exhibit 2.

Page 9 of 9

Page 9 of 9

Exhibit 3.

Brock and Company
Certified Public Accountants

217 Whitsett Street
Greenville, South Carolina 29601
(864) 233-5985
Fax (864) 233-7751

George H. Brock, CPA, LLC

—
Teresa M. Self, CPA

—
Ron Johnson, EA

February 27, 2015

Good Afternoon,

I hope things are going well for you and your family.

Because I completed your tax return(s) last year and used my personal IRS credentials for filing your documents, I wanted to update you on my whereabouts since leaving Martin Accounting Services.

I am associated with a CPA firm that was established in 1977. We prepare taxes for individuals and corporations. We also offer bookkeeping, payroll and IRS problem resolution at reasonable rates. Brock and Company, CPAs has a good staff and it is a good fit for me.

Let me know if I can help you now or in the future. I would be interested in working with you again.

Sincerely,

Ron

Ron Johnson

Exhibit 3.

Page 1 of 1

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
01/31-02/06	0	0	0	0	0	0	0	0	N/A
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	6.5	0	9.5	9.5	9	7.5	9.5	51.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	6.5	9.5	9.5	10	1	36.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	0	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	
06/27-07/03	0	0	8	8	8	8	H	40	
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

** Change Rate

Customer Introductions

Inv. Date		\$	
03/10/15	Consulting	700	PD
07/08/15	505		
04/03/15	Flooring	600	PD
03/08/15		365	PD
04/14/15		275	PD
04/21/15		110	PD
03/20/15		325	PD
03/19/15		300	PD
	RET		
04/07/15		215	PD
04/04/15		290	PD

Inv. Date		\$	
05/20/15		300	
06/04/15	Agency	1200	PD
06/16/15		900	PD

Total 5580

Exhibit 4.

Page 1 of 4

ROA Page 448

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	6.5	0	9.5	9.5	9	7.5	9.5	51.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	6.5	9.5	9.5	10	1	36.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	25.5	PAID
08/15-08/21	0	0	0	0	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
08/29-09/04	0	0	10	11.5	8	9	8	48.5	PAID
09/05-09/11	0	0	H	8	8	9	0	33	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	35	PAID
09/19-09/25	0	0	8.5	8	9	9	0	34.5	
09/26-10/02	0	0	9	9.5	10	10	10	48.5	
10/03-10/09	0	0	9.5						

Customer Introductions

Inv. Date		\$	
03/10/15	Consulting	700	PD
07/08/15			
04/03/15	Flooring	600	PD
03/08/15		365	PD
04/14/15		275	PD
04/21/15		110	PD
03/20/15		325	PD
03/19/15		300	PD

**Change Rate

Inv. Date		\$	
05/20/15		300	PD
06/04/15	Agency	1200	PD
06/16/15		900	PD
08/06/15	Agency	1750	
08/22/15		2665	
09/01/15		1300	PD
04/07/15		215	PD
04/04/15		290	PD
Total x .8		9036	

Exhibit 4.

Page 2 of 4

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	6.5	0	9.5	9.5	9	7.5	9.5	51.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	8.5	9.5	9.5	10	1	38.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	38.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	25.5	PAID
08/15-08/21	0	0	0	0	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
08/29-09/04	0	0	10	11.5	8	9	8	48.5	PAID
09/05-09/11	0	0	H	8	8	9	0	33	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	35	PAID
09/19-09/25	0	0	8.5	8	9	9	0	34.5	PAID
09/26-10/02	0	0	9	9.5	10	10	10	48.5	PAID
10/03-10/09	0	0	9.5	10	10	10	10	49	PAID
10/10-10/16	0	0	8	8	8	8.5	0	32.5	PAID
10/17-10/23	0	0	8	8.5	8	8	0	32.5	PAID
10/24-10/30	0	0	8.5	8.5	8	9	0	34	
10/31-11/06	0	0	8	8					
11/07-11/13	0	0							
11/14-11/20	0	0							
11/21-11/27	0	0							
11/28-12/04	0	0							
12/05-12/11	0	0							
12/12-12/18	0	0							
12/19-12/25	0	0							
12/26-01/01	0	0							

Customer Introductions				**Change Rate	
03/10/15	Consulting	700	PD	05/20/15	300 PD
07/08/15				08/04/15	Agency 1200 PD
04/03/15	Flooring	800	PD	08/18/15	800 PD
03/08/15		385	PD	08/06/15	Agency 1750
04/14/15		275	PD	08/22/15	2685
04/21/15		110	PD	09/01/15	1300 PD
03/20/15		325	PD	04/07/15	215 PD
03/18/15		300	PD	04/04/15	280 PD
				Total x .8 = 9036	

Exhibit 4.

Page 3 of 4

Exhibit 4.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	
02/07-02/13	4	0	5	5	9	9	8.5	40.5	PAID
02/14-02/20	0	0	9	0	9.5	9	10	37.5	PAID
02/21-02/27	6.5	0	9.5	9.5	9	7.5	9.5	61.5	PAID
02/28-03/06	0	0	10	9	9	9	10.5	47.5	PAID
03/07-03/13	8.5	0	9	9.75	10	9	11	57.25	PAID
03/14-03/20	0	0	10	10	10	9.75	8.5	48.25	PAID
03/21-03/27	0	0	10.5	10	10.5	9.5	10.5	51	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	9.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	V-8	V-8	47	PAID
04/18-04/24	0	0	9	8	8.5	8	4	37.5	PAID
04/25-05/01**	0	0	6.5	9.5	9.5	10	1	36.5	PAID
05/02-05/08	0	0	8	9	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	9	8.5	0	33.5	PAID
05/16-05/22	0	0	8	9	8.5	8	0	33.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	9	9	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	9	10	9	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	43	PAID
06/27-07/03	0	0	8	8	8	8	H	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	9	8.5	33.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	9.5	8	8	8	0	33.5	PAID
08/08-08/14	0	0	8	8.5	9	V	V	25.5	PAID
08/15-08/21	0	0	0	0	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	33	PAID
08/29-09/04	0	0	10	11.5	8	9	8	48.5	PAID
09/05-09/11	0	0	H	8	8	9	0	33	PAID
09/12-09/18	0	0	9.5	9	8.5	8	0	35	PAID
09/19-09/25	0	0	8.5	8	9	9	0	34.5	PAID
09/26-10/02	0	0	9	9.5	10	10	10	48.5	PAID
10/03-10/09	0	0	9.5	10	10	10	10	48	PAID
10/10-10/16	0	0	8	8	8	8.5	0	32.5	PAID
10/17-10/23	0	0	8	8.5	8	8	0	32.5	PAID
10/24-10/30	0	0	8.5	8.5	8	9	0	34	PAID
10/31-11/06	0	0	8	8.5	8	N	0	24.5	PAID
11/07-11/13	0	0	8	8	8	N	0	24	PAID
11/14-11/20	0	0	8	8	8	N	0	24	PAID
11/21-11/27	0	0	8	8	8	N	0	24	PAID
11/28-12/04	0	0	8.5	7.5	V	V	V	16	PAID
12/05-12/11	0	0	V	8	8	N	N	16	PAID
12/12-12/18	0	0	8	8	N	N	0	16	PAID
12/19-12/25	0	0	8	8	N	N	0	16	PAID
12/26-01/01	0	0	8	8	N	N	0	16	PAID

Customer Introductions				**Change Rate	
03/10/15	Consulting	700	PD	06/20/15	300 PD
07/08/15				08/04/15	Agency 1200 PD
04/03/15	Flooring	600	PD	08/16/15	900 PD
03/08/15		365	PD	08/08/15	Agency 1750
04/14/15		278	PD	08/22/15	2685
04/21/15		110	PD	08/01/15	1300 PD
09/20/15		325	PD	04/07/15	215 PD
03/19/15		300	PD	04/04/15	280 PD
				Total x .8 = 9005	

Exhibit 4.

Page 4 of 4

Exhibit 5.

Name: <u>Tony</u>					<u>1/18</u>	<u>1/19</u>						
Week of: <u>1/17</u>												
CLIENT	CODE	DESCRIPTION	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL		
~~LARRY N~~				4	1							
~~JAY TERRY~~				1	7							
		PITBALL SOFTWARE PROBLEMS		2								0.00
		DEET-MARTIN CUSTOMER SERVICE		1								0.00
												0.00
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Exhibit 5.

Page 1 of 1

December 15, 2015

Exhibit 6a.

Hi Stephen

I wanted to respond to your proposed offer. I am somewhat firm on these terms.

Purchase Price. Based on what I can tell the purchase price of \$370,000 is a fair one.

- My research indicates that the amount of financing that I am providing is significant and the terms are fair.
- The multiple is 1.08, some sell for 1.25 or higher. All sell for more than 1x.
- [REDACTED] that it is a fair price.
- [REDACTED] active and add value to the firm
- Except for the years 1993 – 1999 I was in practice in the area for the period 1976 -2015 so I believe my name will provide additional business to the firm for years to come.
- My rates are reasonable and definitely not on the low end.
- Many of your clients started out with me and it would be a good fit.
- I am paying \$1500 per month advertising which is getting me 1-2 new clients a week even in the off-season. My firm is at the top of the Google search for Greenville CPAs and related searches.
- The advertising will generate additional clients before you take ownership. I will continue to pay the \$1500 until closing.

Down Payment. \$15,000 in 2015. \$20,000 on 7/1/16 and \$35,000 on 7/1/17.

This ties down the deal immediately but then decreases the cash required for you in July. It also gives me additional cash in 2015 and 2017 but allows you to go through a tax season to come up with the second 10%.

Ownership 7/1/2016. I would prefer 8/1 but 7/1 is OK.

Monthly payments of \$2500 July – January , 2017. The 5 years of amortization begins on February 1, 2017. The unpaid balance amortized with 5.25% interest. However, interest will not accrue until after 7/1/2016. [REDACTED] the interest should be 5 -6%. I am in the low end of that.

Rent on Whitsett St office of \$1000 month for July – Dec 2016. I may work there for convenience but you can close the CPA office, if that is what you want to do, by December, 2016. I will have an office at your new place for official business and meetings. The \$1000 for the six months is low since I would continue to pay utilities, etc.

I will continue to work tax settlement area of practice and will invoice through [REDACTED] you requested. However, the tax settlement billings will come to me. I will work for your firm at 35% of billings or for a reasonable hourly amt for tax or other work.

You do not have to guarantee a set # of hours. We could adjust as needed.

My staff is currently working the following hours:

Exhibit 6a.

Page 1 of 2

ROA Page 453

Exhibit 6a.

Dom [REDACTED] 5 (\$20 hr) clerical, billing, bookkeeping

Jerem [REDACTED] 0 (\$16.5 hr) IT, bookkeeping, tax

Kris [REDACTED] 5 (\$15 hr) bookkeeping, clerical

Ron [REDACTED] -40 (\$36 hr). Taxes

I am asking to keep them 90 days until you figure things out.

I believe that all of the above is reasonable. I have been approached by other firms, one of whom has \$100,000 to put down. However, I would like to make it work with you.

Please let me know.

George

Exhibit 6a.

Page 2 of 2

Exhibit 6b.

PURCHASE OFFER/AGREEMENT

1. **SALE OF PRACTICE:** [REDACTED] CPAs (referred to as "Buyer"), agrees to purchase from George H Brock, and George H. Brock, CPA, LLC d/b/a Brock and Company, CPAs (hereinafter referred to as "Seller"), the assets and business of the accounting practice known as: Brock and Company, CPAs.
2. **SALE ITEMS:** This purchase and sale shall include the following:
 - a. **Client Files.** All of Seller's accounting working papers, copies of tax returns, correspondence files, research and reference manuals, client lists, and client information files that are relevant to the clients served by Seller.
 - b. **Equipment.** Itemized as follows:

Lenovo desk computer with flat screen
HP Computer w/built in screen
HP Computer w flat screen
eMachines Computer w flat screen
Drake Software 2015 version
Drake Software versions 2010 - 2014
3. **OFFICE LEASE ASSUMPTION:** Buyer will pay \$1000.00 per month rent beginning on August 1, 2016 to December, 2016.
4. **NOTICE TO CLIENTS:** Buyer and Seller agree that they will notify or advise clients, of a change of ownership of the firm in a manner and time deemed appropriate according to instructions of the purchaser.
5. **EXCLUSION OF ACCOUNTS RECEIVABLE:** Buyer and Seller agree that the sale does not include accounts receivable of Seller. The Buyer agrees to collect and remit to Seller all collections made on Seller's behalf, and to remit such collections to the Seller within 15 days of receipt by purchaser.
6. **TRANSFEROR WARRANTIES:** Seller warrants and represents that:
 - a. The final client list will be attached at closing. The final list will include clients that the firm has as of July 31, 2016. A preliminary list is attached hereto.
 - b. There will be no outstanding liabilities against the practice at the closing date, or should some occur, the Transferor will take responsibility for any such claims that might exist;
 - c. It holds clear title to all the property transferred; and
 - d. It will continue to operate the practice in a professional manner until the closing date.
7. **TRANSFeree's WARRANTIES:** Buyer warrants and represents that:
 - a. He will operate the purchased practice in a professional manner;

Exhibit 6b.

- b. He will not incur any obligations in the name of Seller; and
 - c. He will make all payments under the agreement described herein.
8. **PURCHASE PRICE.** The purchase price shall be determined by utilizing a multiple of 1.08 x billings for the period August 1, 2015 to July 31, 2016.
9. **PAYMENT OF PURCHASE PRICE:** Buyer shall pay to Seller
- a. \$15,000 _____ cash, as a good-faith deposit, which payment accompanies this executed agreement, toward the purchase price of said accounting practice.
 - b. Payment of broker's fee, yet to be determined, at the time of closing. The closing is scheduled to be held on August 1, 2016.
 - c. The balance of the purchase price to be paid as follows and executed with a promissory note with interest at a rate of 5.25 per annum.

Payments of a minimum of \$2500 per month beginning on September 1, 2016 to January 1, 2017.

Payments of a minimum of \$4000 per month beginning on February 1, 2017 to June 1, 2017.

A balloon payment of \$40,000 on July 1, 2017

Payment of a minimum of \$4000 per month beginning on August 1, 2017 until the loan is liquidated.

10. **COVENANT NOT TO solicit or COMPETE:** The Seller agrees to not engage in the practice of public accounting, either in Seller's own name or under the name of another, as a principle or as an employee, for a period of 3 years from the date of the closing. The Seller shall, except insofar as the restrictions are for the benefit of the Buyer:
- a. Canvass, solicit, or accept any business from any present or past clients of the Seller's accounting firm and included on the list described in paragraph 2 (a) hereof.
 - b. Give any other person, firm, partnership, or corporation the right to canvass, solicit, or accept any business for any other accounting firm from any present or past clients of the Seller.
 - c. Directly or indirectly request or advise any present or future clients served from the office to withdraw, curtail, or cancel its business with the buyer.
 - d. Directly or indirectly disclose to any other person, firm partnership or corporation the names of past or present clients of the Seller's firm served from the office.
 - e. Directly or indirectly engage in or establish an office for the purpose of engaging in public accounting business within a 40 mile radius of the buyer's office.
 - f. Seller will continue to market for and perform functions as a Tax Settlement advisor under business name of the Purchaser and will pay 10% fee to the purchaser of all Tax Settlement work. Seller will retain 90%. Tax work secured as a result of the Tax Settlement business will belong to purchaser.

Exhibit 6b.

11. **TRANSITION PERIOD:** Seller agrees to devote a reasonable amount of time to the details involved in transferring the accounting practice to Buyer immediately following the closing. The Seller agrees to be available during the period August 1, 2016 to January 1, 2017 for additional transitioning. Seller will make himself available (by phone, fax, etc.) to answer questions regarding client issues and introductions during transition at no charge.
- Seller agrees to provide accounting and tax work to seller at a reasonable rate within and beyond the transition phase.
12. **DEFAULT:** Default shall be defined as failure of Buyer to pay to Seller when due any payment provided in Section 9 above. Seller shall notify Buyer of such default by certified mail, at which time Buyer shall have 10 days to cure said default. Upon default, all payments, unless otherwise stipulated, shall be forfeited to Seller, who then shall have the right to repossess said practice. In the event Buyer does default, Buyer agrees to refrain from any and all of the following for a period of two years after default:
- a. Canvass, solicit, or accept any business from any of the clients listed on Exhibit A to be attached hereto and from any clients obtained by the firm subsequent to the purchase.
 - b. Give any other person, firm partnership or corporation the right to canvass, solicit, accept any business from any of the clients listed on Exhibit A to be attached hereto and from any clients obtained by the firm subsequent to the purchase.
 - c. Directly or indirectly request or advise any present or future clients served to withdraw, curtail, or cancel its business with Seller.
 - d. Directly or indirectly engage in or establish an office for the purpose of engaging in the practice of public accounting within a 40 mile radius of Sellers office.
12. **DEATH OR DISABILITY:** Each party to this agreement is considered to have an insurable interest in the other party. Both Buyer and Seller may at their own expense obtain death or disability protection on the other party to compensate for the loss of revenue potential.
13. **TRANSFER OF FILES:** Seller agrees to provide the Buyer with a list of all clients including names, addresses, and type of services performed. In addition, Seller agrees to transfer copies of all files and records as well as copies of working papers and correspondence with clients and other necessary information for Buyer's operation of an accounting practice as successor to Seller as provided by the code of ethics of the public accounting profession.
14. **FEEs:** Seller agrees to pay, at closing, the sales fee due Professional Accounting Sales and to obtain a release from PAS in favor of the Buyer at that time. Buyer and Seller agree to **PAY THEIR OWN LEGAL FEES AND OTHER RELATED COSTS TO CLOSE THIS TRANSACTION.**
15. **INDEMNIFICATION:** Buyer shall indemnify and hold Seller harmless from any liability on the performance of work on the files or any work-in-process initiated by Seller that is continued by Buyer and for which a written report is rendered to the client or for which a tax return is prepared for any period of time after the closing. Seller shall indemnify and hold harmless Buyer on account of work completed prior to the closing date.

Exhibit 6b.

16. **LIMITATIONS.** Neither party shall be responsible for any debt, loss, contract, or other obligation of the other party, except as herein specified. The relationship is that of Seller and Buyer and is not and never shall be deemed a partnership or joint venture.
17. **PREPAID AND ACCRUED EXPENSES:** The parties hereto agree to prorate any expenses accrued but not paid or any prepayments not expensed such as employee vacations and fringe benefits, insurance, taxes, rent, lease payments, etc., as of the date of closing.
18. **USE OF NAME:** Buyer shall be allowed to use the business names and phone numbers of the Seller.
19. **SUCCESSION.** With the exception of matters and things which by their nature are required to be done or performed by Seller individually, the terms and provisions of this agreement, particularly those pertaining to the payment of purchase price by Buyer to Seller, shall be binding on the parties hereto, and their heirs, successors, assigns and personal representatives.
20. **ENTIRE AGREEMENT.** This written agreement constitutes the entire agreement between the parties hereto, and any amendments, deletions, or additions to this agreement are attached and so noted; and shall be construed and interpreted in accordance with the laws of the State of _____.
21. Other provisions: _____
22. _____
23. _____
24. _____
25. _____

PURCHASER: _____

Date: _____

SELLER: _____

Date: _____

Exhibit 7.

RON JOHNSON'S HOURS

WEEK	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total	PAID
02/07-02/13	4	0	8	8	8	8	8.5	46.5	PAID
02/14-02/20	0	0	8	0	8.5	8	10	34.5	PAID
02/21-02/27	8.5	0	8.5	8.5	8	7.5	8.5	61.5	PAID
02/28-03/06	8	0	10	8	8	8	10.5	47.5	PAID
03/07-03/13	8.5	0	8	8.75	10	8	11	50.25	PAID
03/14-03/20	0	0	10	10	10	8.75	8.5	47.25	PAID
03/21-03/27	0	0	10.5	10	10.5	8.5	10.5	50	PAID
03/28-04/03	0	0	11	10.5	10.5	10.5	10.5	53	PAID
04/04-04/10	8.5	0	11.5	10.5	10	10	11	62.5	PAID
04/11-04/17	0	0	10	11	10	10	10	51	PAID
04/18-04/24	0	0	8	8	8.5	8	4	37.5	PAID
04/25-05/01	0	0	8.5	8.5	8.5	10	7	39.5	PAID
05/02-05/08	0	0	8	8	8.5	8	8	41.5	PAID
05/09-05/15	0	0	8	8	8	8.5	8	40.5	PAID
05/16-05/22	0	0	8	8	8.5	8	8	40.5	PAID
05/23-05/29	0	0	V	V	V	V	V	0	0
05/30-06/05	0	0	8	10	8.5	11.5	0	38	PAID
06/06-06/12	0	0	8	8	8	10.5	0	36.5	PAID
06/13-06/19	0	0	9.5	8	10	8	0	37.5	PAID
06/20-06/26	0	0	11	8	8	8	8	48	PAID
06/27-07/03	0	0	8	8	8	8	8	40	PAID
07/04-07/10	0	0	8.5	8.5	8.5	V	V	25.5	PAID
07/11-07/17	0	0	V	8	8	8	8.5	30.5	PAID
07/18-07/24	0	0	10	8	8	8	0	34	PAID
07/25-07/31	0	0	8	8.5	8	8	0	32.5	PAID
08/01-08/07	0	0	8.5	8	8	8	0	32.5	PAID
08/08-08/14	0	0	8	8.5	8	V	V	26.5	PAID
08/15-08/21	0	0	0	8	8.5	8	8	24.5	PAID
08/22-08/28	0	0	8	8	8.5	8.5	0	30	PAID
08/29-09/04	0	0	10	11.5	8	8	8	48.5	PAID
09/05-09/11	0	0	H	8	8	8	0	30	PAID
09/12-09/18	0	0	9.5	8	8.5	8	8	39	PAID
09/19-09/25	0	0	8.5	8	8	8	8	34.5	PAID
09/26-10/02	0	0	8	8.5	10	10	10	46.5	PAID
10/03-10/09	0	0	8.5	10	10	10	10	48.5	PAID
10/10-10/16	0	0	8	8	8	8.5	0	32.5	PAID
10/17-10/23	0	0	8	8.5	8	8	0	32.5	PAID
10/24-10/30	0	0	8.5	8.5	8	8	0	34	PAID
10/31-11/06	0	0	8	8.5	8	N	0	24.5	PAID
11/07-11/13	0	0	8	8	8	N	0	24	PAID
11/14-11/20	0	0	8	8	8	N	0	24	PAID
11/21-11/27	0	0	8	8	8	N	0	24	PAID
11/28-12/04	0	0	8.5	7.5	V	V	V	18	PAID
12/05-12/11	0	0	V	8	8	N	N	16	PAID
12/12-12/18	0	0	8	8	N	N	0	16	PAID
12/19-12/25	0	0	8	8	N	N	0	16	PAID
12/26-01/01	0	0	8	8	N	N	0	16	PAID

Could you go
A head and pay
\$2,000 on the
Martin customers?
R
1/26/14

08/10/15
07/08/16
04/08/15
08/07/15
04/14/15
04/21/15
04/30/15
08/18/15

700 PD
680 PD
385 PD
275 PD
110 PD
225 PD
300 PD

08/20/15
08/08/15
08/05/15
08/04/15
08/29/15
08/17/15
04/07/15
04/06/15

300 PD
1000 PD
400 PD
1700
3000
1000 PD
240 PD
200.00
- 6000

Exhibit 7.

Page 1 of 1

Exhibit 8.

FEBRUARY 01, 2016

RON JOHNSON



GEORGE BROCK

217 WHITSETT STREET

GREENVILLE, SC 29601

INVOICE

JANUARY 2016

DESCRIPTION: Agreed payment to Ron Johnson for clients brought to Brock and Company during 2015.

Sales of \$11,295 X .80 = \$9,036

Per our discussion on 01/27/2016, I agree to pay the above amount on or before April 30, 2016.

George Brock

Date

Exhibit 8.

Page 1 of 1

Exhibit 10.

Ron

I wanted to get back with you about the sell of clients to the firm and my marketing plan.

Marketing Plan

Hopefully now you can see that I had a distinct business plan since before you came on board. Although you helped me tremendously during the last tax season in tax preparation your hiring was geared toward building the Tax Settlement part of my practice after tax season was over.

Otherwise I would have hired a tax preparer at much less an hr. I was attracted to the fact that you had prepared OIC's.

The basic business plan has not changed but the methods have been adjusted over the last year. We mailed out 45 lien letters on Saturday. That is a record. I am receiving calls and appointments that I will get with you about.

In short, I have a lot of money invested but I am quite pleased with the potential.

The most important lesson that we have learned is to not let the client get ahead of us financially. Also, we should let the client know that there are no guarantees with the IRS. You and I both have taken steps to overcome these issues.

It is important to remember that, like in all businesses, collection of \$ is paramount.

Purchase of Clients

I have sold parts of a practice off three times before. I have never had any repercussions any of the times. I am getting the two methods of sale directly from my broker. [REDACTED]

With Accounting firms there are (2) ways to sell:

- 1) Turn over the business and agree not to compete. (I am selling my "business" and signing a Non-Compete for 5 yrs).
- 2) Sell specific clients. (this is what you are doing since you did not sign a non-compete and had a list of clients to sell).

When you sell specific clients (#2 above) it is like selling a car, you relinquish rights to that client (forever). Of course you can work on securing new clients but the sold client never becomes yours again; even to refer.

Not saying that you would, but you must not circle back around in the future. The obligation extends beyond this year.

I would hope that you also are all-in for referring new clients this year. It bothers me a bit that you seem to be unsure this year. We should discuss this further.

As \$\$ comes in from the purchased clients I will turn that \$\$ over to you. It would benefit you to bring them in early so that you can get paid immediately. What is not paid as the money comes in will be paid 5/31/16. I expect this number close to be -0- since I will be giving you *all* the money that comes in from them. The cash that is not in should be in receivables or still with the firm for later processing. Of

Exhibit 10.

course I will be following up with them, not only this year but next year and will also give them special love this tax season.

I am not getting credit for any new clients this tax season in the sell of my practice unless they come back next year. So I have quite a bit of incentive to give special love to the clients that I am purchasing from you and the ones that are new to the firm.

I hope this clarifies our agreement.

Going forward your primary concern is to continue to work the OIC and tax problem section of our business. However, you will get some returns to fill in your time like you did today. By next week you should be able to go to (4) days a week. Like the IRS, there are no guarantees but that is the plan.

To date, all returns that are in the house (corp and individual) have either been completed or are to be worked on today.

I am sure that this will be the best tax season ever.

Thx

George

George 2/2/16

Statement

DATE
3/31/2015

TO: [REDACTED]
Greenville, SC 29605

AMOUNT DUE	AMOUNT ENC.
\$0.00	

DATE	TRANSACTION				AMOUNT	BALANCE
02/28/2015	Balance forward					0.00
	[REDACTED]					
03/19/2015	INV #10170. Due 04/10/2015.				300.00	300.00
	— Indtax \$300.00					
03/23/2015	PMT				-300.00	0.00
</						

Exhibit 11.

DATE
7/31/2015

TO:

Taylors, SC 29687

Exhibit 11.

Statement

DATE
6/30/2015

Greenville, SC 29609

Exhibit 11.

Statement

DATE
6/30/2015

Greenville, SC 29601

AMOUNT DUE	AMOUNT ENC.
\$0.00	

DATE	TRANSACTION	AMOUNT	BALANCE		
04/30/2015	Balance forward		0.00		
05/06/2015	INV #16339. Due 06/05/2015. — A&A \$600.00	600.00	600.00		
05/13/2015	PMT	-600.00	0.00		
06/16/2015	INV #16404. Due 07/16/2015. — A&A \$300.00	300.00	300.00		
06/16/2015	PMT	-300.00	0.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	0.00	0.00	0.00	\$0.00

Integrated FS, LLC

Exhibit 11.

Invoice

dba Brock & Company, CPAs
217 Whitsett St
Greenville, SC 29601

Date	Invoice #
8/6/2015	201591

Bill To

Greenville, SC 29609

Quantity	Description	Price Each	Amount
	2012 Individual Tax Preparation	300.00	300.00
	2013 Corporate Individual Tax Preparation	950.00	950.00
	IRS Resolution on Payment Plan	300.00	300.00
	SC Resolution on Payment Plan	200.00	200.00

Peace of Mind since 1977

Exhibit 11.

Page 10 of 14

Total \$1,750.00
ROA Page 473

Brock and Company CPAs

217 Whitsett Street
Greenville, SC 29601

Exhibit 11.

Invoice

Date	Invoice #
8/22/2015	16603

Bill To

Greenville, SC 29609

P.O. No.	Terms	Project
	Due on receipt	Hardyman, Brian

Description	Qty	Rate	Amount
Release of garnishment		165.00	165.00
Offer in Compromise (OIC)		2,500.00	2,500.00
Total			\$2,665.00
Payments/Credits			\$0.00
Balance Due			\$2,665.00

Exhibit 11.

Page 11 of 14

ROA Page 474

Customer Introductions

Inv. Date		\$
03/10/15	Consulting	700
07/08/15	Julie	
04/03/15	Flooring	600
03/08/15	Katrina	385
04/14/15	Mary	275
04/21/15	Mary	110
03/20/15	Joe	325
03/19/15	Gail	300

Inv. Date		\$
05/20/15	Brian	300
08/04/15	Agency	1200
08/16/15	Bob	900
08/06/15	Agency	1750
08/22/15	Brian	2665
09/01/15	Tony	1300
04/07/15	Randy	215
04/04/15	Brian	290
Total x .8		9036

Subject: Account Statement as of 02/29/2016

From: ron johnson (rontanya_99@yahoo.com)

Exhibit 12.

To: george.brockcpa@gmail.com;

Date: Friday, March 4, 2016 12:55 PM

George,

Your e-mail of 02/24/2016 said that we would "settle up on WIP". In order to facilitate this, I have attached a STATEMENT OF ACCOUNT dated 02/29/2016.

1. The amount for attracting customers in 2015 to Brock is, as it has always been, \$9,036 and is based on our original agreement and my weekly documentation to you throughout 2015.

2. Work-in-process is detailed for 3 customers. My e-mails of 02/25 and 02/26 document my work. I used your e-mail of 02/24 to calculate payment. The net result is a WIP settlement of \$767.

3. Total resulting balance due to me as of 02/29/16 is \$9803.00. Due dates are as per attachment.

Ron

Attachments

- Brock Statement.xlsx (10.42KB)

R & T Johnson

Exhibit 12.

STATEMENT OF ACCOUNT
2/29/2016

To:

George Brock
George H Brock CPAs
Integrated FS LLC
Milbro Properties LLC
Diwood LLC

217 Whitsett Street
Greenville, SC 29601

01/01/2015 - 12/31/2015

Customer Introductions by Ron Johnson totalling \$11,295 X 80% = \$9036

Date Due
1/1/2016

Amt Due
\$9,036

02/20/2016 - 02/26/2016 (Work-In-Process)

Invoice 40%** Pd

Offer-In-Compromise
Social Security Waiver
2015 Tax Return

2050* 820
300 120
375 150

1090

683 2/29/2016

407

Truck Driver -

Work Just Begun

600 240

200 NA

-200

2011 Returns(Fed & State)
2012 Amendments(Fed & 2 States)
2013 State Amendment
2014 State Amendment

1400*** 560

0 2/29/2016

560

Total

9,803

*2500 was invoiced. G. Brock said 4.5 hours of work had been previously paid at an hourly rate.

Brock said Mr. Johnson's charge-out rate was \$100/hr and Mr. Johnson was paid \$36/hr.

Therefore, Invoiced amount was adjusted downward to \$2050.

** As Per G Brock e-mail of 02/24/2016.

*** Project was 70% completed by Mr. Johnson. \$2,000 was to be invoiced. Only completion amount is shown as invoice.

Exhibit 12.

Page 2 of 2

2/28/2016

Exhibit 13.



Ron Johnson <ron.brockandcompanycpa@gmail.com>

Hi Ron

Ron Johnson <ron.brockandcompanycpa@gmail.com>
To: George Brock <george.brockcpa@gmail.com>

Thu, Feb 25, 2016 at 2:22 PM

George,

I stayed and finished the OIC yesterday for [REDACTED] I also did her 2015 return and put it in your box yesterday afternoon. You will need to decide on invoice amount. I contacted her and told her what we need to attach to the OIC for mailing. She will let me know when she has everything and we can mail it. I think this pretty much completes her.

I appreciate you responding to the meeting.

Ron

[Quoted text hidden]

Exhibit 13.

Page 1 of 3

ROA Page 481



Ron Johnson <ron.brockandcompanycpa@gmail.com>

Hi Ron

Ron Johnson <ron.brockandcompanycpa@gmail.com>
To: George Brock <george.brockcpa@gmail.com>

Fri, Feb 26, 2016 at 11:08 PM

George,

I met [REDACTED] the office this afternoon and we finished the OIC. She decided to pay the entire Offer (\$1,170.00) so you will not have to worry about e-mailing her the monthly notices to make payments. You will see the envelope in outgoing mail if you want to send it Certified? I gave her copies of everything and put a copy in her file in the file cabinet.

On [REDACTED] I understand you will be finishing what has not been done. This is where I left it:

1. I pulled federal transcripts for both Paul and Heather for 2011. I then completed both Federal and SC original returns. Because of the very large balance dues, I spoke to Heather and she is aware of the large liabilities.
 2. For 2012, I pulled the original tax return transcript and then compared it with source documents. Unfortunately, Heather's information had not been included. I did amendments for Federal, NC and SC and included additional 1099Rs, a 1099-Q and corrected a child's birth date. Balance dues increased significantly as compared to the original return.
 3. All that is left to do is amending 2013 and 2014 for the State return. I asked Heather to provide the original State returns so that this can be completed easily by plugging in the Federal income number. I understand that she has provided this information, but I did not get a chance to see it.
 4. Given the complexity of 2011 and 2012, I am guessing that this entire project is about 70% complete. I worked on it for a full two days and had difficulty getting information because of the identity theft restrictions in the IRS records and also because of her name change. I talked to Heather several times and you and I have agreed that Heather should not have a problem in increasing our original estimate to \$2,000. Hopefully, this will help in agreeing on settlement.
- Good Luck

On Wed, Feb 24, 2016 at 8:00 PM, George Brock <george.brockcpa@gmail.com> wrote:
[Quoted text hidden]

Exhibit 13.



Ron Johnson <ron.brockandcompanycpa@gmail.com>

Hi Ron

George Brock <george.brockcpa@gmail.com>

Wed, Feb 24, 2016 at 8:00 PM

To: "Johnson, Ron" <ron.brockandcompanycpa@gmail.com>

I am sorry that I used profanity today. Our meeting upset me a great deal this afternoon. Most of the matters that were argued about I thought were settled several weeks ago (payment of \$\$ for clients) and the split of income (just last week).

Considering what was said today I have following proposal:

I will increase payment to you to 40% rather than 33% payable 1/2 in (2) weeks and 1/2 in (4) weeks after billing, not collection. This is more than I was going to make at the Stokes firm. I took into consideration what you said.

As far as the payment for the clients is concerned I will continue the way I said in the letter, you would receive 100% of the proceeds of any of "Ron's former Martin client" on your list. The balance would be paid on or before 5/31/2016. That would be 20% extra per client to make up for the ones not coming in this year.

If you want to go forward then fine, let's do it, if not, then we could have the money that I paid you for the OIC to be applied on the \$9000 and I will finish it. Also I will finish the Wheless case and we will agree to settlement. I will finish up everything else on your plate too.

These are very fair agreements.

If you want to have a face off I will not do that again in the office during working hours. If you want to move forward then see you tomorrow, there is work to do; if not, then see you this weekend to settle up on WIP. I do not want to argue any longer.

Thank you

George

Exhibit 13.

Page 3 of 3

ROA Page 483

Subject: Re: Payment

Exhibit 14.

From: George Brock (george.brockcpa@gmail.com)

To: rontanya_99@yahoo.com;

Date: Wednesday, March 16, 2016 11:03 AM

Ron

I hope things are well.

See attached. .

The main purpose of entering emails for clients was to send monthly newsletters (sometimes more each month) to get them to bond: not to mention being able to contact them. Our firm email list doubled last year but we have only one email on file from your Martin clients. Intentional on your part?

I called the two of first three on the list but the phone number for [REDACTED] was incorrect and the one for [REDACTED] was his mother's and she would not give us his contact info. There was no phone # or email address for [REDACTED] the third one. I gave up after that.

I did finish [REDACTED] but did not invoice him since there is already \$5000 of bad debt on the books some of which is for work that I asked you not to do until you collected the old balance. I am not going to waste the ink to invoice him as he has already said he could not pay anything for several months.

I will be sending money on the OIC you did by tomorrow. Also, Heather brought in the (2) state returns yesterday so we can finish that up and send you part of that that \$\$ for the work that you did.

The clients on the list are not a firm with goodwill; just an income stream. You know also how to value an income stream since you were an executive. One year's billings should not include OICs since that does not happen every year. Also I am having to get back into [REDACTED] C and follow up this week. How should that be handled?

You can have all of them back and even invoice [REDACTED] for this year's work. Hope that is fair to you. I think so.

George

On Wed, Mar 16, 2016 at 9:59 AM, ron johnson <rontanya_99@yahoo.com> wrote:

George,

Now that the tax season is in full swing, I am sure that your cash position is much improved. Because of this, I am hoping that you would like to go ahead and get your payment to me settled and behind us. I am sure you have many more important things to worry about. If you don't want to finish it now, I'll have to assume that you don't intend to pay me.

Ron

Exhibit 14.

ROA Page 484

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

RONALD JOHNSON, INDIVIDUALLY
DBA R&T JOHNSON, LLCCLERK OF COURT
GREENVILLE CO. S.C.
Plaintiff(s)
PAUL B. WICKENSIMER

CIVIL ACTION COVERSHEET

GEORGE H BROCK, INDIVIDUALLY
DBA GEORGE H BROCK, CPA, LLC
DBA MILBRO PROPERTIES, LLC
DBA INTEGRATIVE FS, LLC
DBA DIWOOD PARTNERSHIP

Defendant(s)

Submitted By: RON JOHNSON
Address: [REDACTED]

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☒ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 <u>-NI-</u> ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☐ Slander/Libel (380) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) ☐ Sexual Predator (510)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)		

Submitting Party Signature: Ron JohnsonDate: 3/21/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

2016-CP-23-1836

Ronald Johnson, individually, and)
d/b/a R&T Johnson, LLC.,)
Plaintiff(s),)

vs.)

ANSWER AND COUNTERCLAIMS

George H. Brock, Individually, and)
d/b/a George H. Brock, CPA, LLC,)
d/b/a MILBRO Properties, LLC,)
d/b/a Inegrative FS, LLC, d/b/a)
Diwood Partnership,)
Defendant(s).)

(Jury Trial Demanded)

Defendant, George H. Brock, ("Brock"), individually and as the alleged individual Defendant proprietor doing business allegedly through various corporate entities, answering the Complaint of Plaintiff(s) and by way of Counterclaim, would respectfully show to this Court as follows:

**(FOR A FIRST DEFENSE:
GENERAL DENIAL)**

I

Brock hereby admits the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, of the Complaint.

II

Brock hereby denies the remaining allegations of the Complaint of Plaintiff, thereby placing all such allegations in issue and thereby demanding strict proof thereof.

III

Brock hereby expressly denies any and all allegations of the Complaint of Plaintiff not hereinabove admitted, denied or otherwise addressed.

**(FOR A SECOND DEFENSE:
FAILURE TO STATE A CAUSE OF ACTION
FOR WHICH RELIEF MAY BE GRANTED)**

IV

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

V

Brock hereby alleges that Plaintiff(s) have failed to state a cause of action against any of the corporate Defendants for which relief may be granted; Brock further alleges that Plaintiff's alleged contractual claim against Brock is predicated on an unenforceable contract that is void as against public policy.

**(FOR A THIRD DEFENSE:
CONVERSION/SETOFF**

VI

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

VII

Brock alleges that Plaintiff represented to Brock that Plaintiff would provide additional, new clients for which Plaintiff alleges he was to be compensated. Plaintiff alleges that Brock terminated Plaintiff's employment, so that Plaintiff, in retaliation, took the promised new, additional clients elsewhere, thereby converting to Plaintiff's personal profit the business opportunities which Plaintiff was to have provided to Brock. Accordingly, Brock claims as a

setoff the value of past and future revenues which should have resulted if Brock had enjoyed the benefit of the bargain .which Plaintiff alleges to have existed between the parties to this action.

**(FOR A FOURTH DEFENSE AND COUNTERCLAIM:
INTERFERENCE WITH BUSINESS OPPORTUNITY)**

VIII

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

IX

Brock alleges that Plaintiff has wrongfully and unlawfully converted the business opportunities to which Brock was allegedly contractually entitled, as alleged by Plaintiff, thereby denying Brock past and future profits, for which Brock asserts that he should have judgment against Plaintiff for damages, actual and punitive.

**(FOR A FIFTH DEFENSE AND COUNTERCLAIM:
FRAUD)**

X

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XI

Brock alleges that Plaintiff intentionally misrepresented that Plaintiff had various parties who had accounting needs which Plaintiff could answer as an employee of Brock. Plaintiff knew his representations were false and that they were material to Brock's possible hiring of Plaintiff. Brock had a reasonable right to rely on the representations of Plaintiff. After hiring Plaintiff, Brock discovered, to his damage, actual and punitive, that the various parties whom

Plaintiff represented as clients were fictitious and that there could be no profit from the various parties whom Plaintiff presented as customers. As a result, Brock has suffered damages, actual and punitive, for which Brock seeks judgment against Plaintiff.

**(FOR A SIXTH DEFENSE AND COUNTERCLAIM:
VIOLATION OF §§39-8-1, *et seqq.*, "TRADE SECRETS ACT")**

XI

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XII

Brock alleges that Plaintiff has wrongfully removed confidential file materials from Brock's office. Brock further alleges that Plaintiff has wrongfully and unlawfully published such materials to embarrass, harass, to harm Brock and his business, all in violation of §§39-8-1, *et seqq.*, of the SC Code of Laws, 1976, as amended. Brock is informed and believes that Brock is entitled to judgment for damages, actual and punitive, against Plaintiff for the alleged violations of the aforesaid "Trade Secrets Act;" Brock further alleges that he is entitled to equitable, injunctive relief to enjoin Plaintiff from further publication of Brock's trade secrets.

**(FOR A SEVENTH DEFENSE AND COUNTERCLAIM:
INJUNCTIVE RELIEF)**

XIII

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XIV

Brock is alleges that Plaintiff has wrongfully and unlawfully removed confidential file materials from Brocks office. Brock alleges that Plaintiff has wrongfully and unlawfully

published such materials to embarrass, to harass, to harm Brock in his business. Brock alleges that he has no legal remedy for Plaintiff's purloining Brocks file materials; Brock alleges that Brock has, and will, suffer irreparable harm unless Plaintiff is enjoined from further publication of Brock's confidential materials and unless Plaintiff is ordered to return Brock's file materials. Accordingly, Brock seeks that this Court order, *pendente lite* and permanently, Plaintiff to cease and desist in the publication of Brock's confidential materials and that Plaintiff immediately return all materials of Brock's which Plaintiff has purloined.

WHEREFORE, having fully answered the Complaint of Plaintiff, Brock prays that Plaintiff's Complaint be dismissed forever with prejudice; Brock further prays for judgment against Plaintiff for damages, actual and punitive; Brock prays that this Court enjoin Plaintiff from any further publication of wrongfully purloined, confidential files of Brock; Brock also prays for such other and further relief as this Court may deem just and proper.

Dated: 04/05/16

s/ Robert C. Wilson, Jr.
Robert C. Wilson, Jr.
201 Whitsett Street
Greenville, SC 29601
(864) 242-9488
Email: trigor527@aol.com
SC ID No. 6178

Attorney for Defendant(s)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) IN THE COURT OF COMMON PLEAS
2016-CP-23-1836

Ronald Johnson, individually, and)
d/b/a R&T Johnson, LLC.,)
Plaintiff(s),)
vs.) ANSWER AND COUNTERCLAIMS
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d/b/a George H. Brock, CPA, LLC,)
d/b/a MILBRO Properties, LLC,)
d/b/a/ Inegrative FS, LLC, d/b/a)
Diwood Partnership,)
Defendant(s).)
_____)

(Jury Trial Demanded)

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FAILURE TO STATE A CAUSE OF ACTION
FOR WHICH RELIEF MAY BE GRANTED)**

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V

Brock hereby alleges that Plaintiff(s) have failed to state a cause of action against any of the corporate Defendants for which relief may be granted; Brock further alleges that Plaintiff's alleged contractual claim against Brock is predicated on an unenforceable contract that is void as against public policy.

**(FOR A THIRD DEFENSE:
CONVERSION/SETOFF**

VI

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

VII

Brock alleges that Plaintiff represented to Brock that Plaintiff would provide additional, new clients for which Plaintiff alleges he was to be compensated. Plaintiff alleges that Brock terminated Plaintiff's employment, so that Plaintiff, in retaliation, took the promised new, additional clients elsewhere, thereby converting to Plaintiff's personal profit the business opportunities which Plaintiff was to have provided to Brock. Accordingly, Brock claims as a

setoff the value of past and future revenues which should have resulted if Brock had enjoyed the benefit of the bargain .which Plaintiff alleges to have existed between the parties to this action.

**(FOR A FOURTH DEFENSE AND COUNTERCLAIM:
INTERFERENCE WITH BUSINESS OPPORTUNITY)**

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IX

Brock alleges that Plaintiff has wrongfully and unlawfully converted the business opportunities to which Brock was allegedly contractually entitled, as alleged by Plaintiff, thereby denying Brock past and future profits, for which Brock asserts that he should have judgment against Plaintiff for damages, actual and punitive.

**(FOR A FIFTH DEFENSE AND COUNTERCLAIM:
FRAUD)**

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XI

Brock alleges that Plaintiff intentionally misrepresented that Plaintiff had various parties who had accounting needs which Plaintiff could answer as an employee of Brock. Plaintiff knew his representations were false and that they were material to Brock's possible hiring of Plaintiff. Brock had a reasonable right to rely on the representations of Plaintiff. After hiring Plaintiff, Brock discovered, to his damage, actual and punitive, that the various parties whom

Plaintiff represented as clients were fictitious and that there could be no profit from the various parties whom Plaintiff presented as customers. As a result, Brock has suffered damages, actual and punitive, for which Brock seeks judgment against Plaintiff.

**(FOR A SIXTH DEFENSE AND COUNTERCLAIM:
VIOLATION OF §§39-8-1, *et seq.*, "TRADE SECRETS ACT")**

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**(FOR A SEVENTH DEFENSE AND COUNTERCLAIM:
INJUNCTIVE RELIEF)**

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Email: trigor527@aol.com
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Attorney for Defendant(s)

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FRAUD)**

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**(FOR A SEVENTH DEFENSE AND COUNTERCLAIM:
INJUNCTIVE RELIEF)**

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Dated: 04/05/16

s/ Robert C. Wilson, Jr.
Robert C. Wilson, Jr.
201 Whitsett Street
Greenville, SC 29601
(864) 242-9488
Email: trigor527@aol.com
SC ID No. 6178

Attorney for Defendant(s)

STATE OF SOUTH CAROLINA)

)

)

COUNTY OF GREENVILLE)

)

IN THE COURT OF COMMON PLEAS

2016-CP-23-1836

Ronald Johnson, individually, and)

d/b/a R & T Johnson, LLC,)

Plaintiff(s),)

vs.)

George H. Brock, Individually, and)

d/b/a George H. Brock, CPA, LLC,)

d/b/a MILBRO Properties, LLC,)

d/b/a Integrative FS, LLC,)

d/b/a Diwood Partnership,)

Defendant(s).)

_____)

ENTERED COMPUTER

ANSWER TO COUNTERCLAIMS

Plaintiff, Ronald Johnson, individually and as President of dba R & T Johnson, LLC, answers the counterclaims made by the Defendant as follows:

I through VII

Paragraphs IV through VII of Defendants answer are answers and not counterclaims. Therefore, no reply to those allegations are required. However, it is noteworthy that Defendant claims a setoff for "the value of past and future revenues which should have resulted if Brock had enjoyed the benefits of the

bargain", thereby Defendant admits in the pleading that the contract alleged in the complaint did, in fact, exist.

VIII and IX

Brock has denied in his Answer that any agreement existed. However, Brock then makes a counterclaim for past and future profits based on the agreement he denies. In addition, by letter dated March 16, 2016 at 11:03 am, Brock emailed Plaintiff and included in the e-mail the language:

"You can have all of them back, and even invoice Hardyman for this year's work...." This sentence refers to all of the clients who are the subject of this lawsuit. So Defendant denies there ever was an agreement, then takes the income from work performed for them, then gives back all of the clients to the Plaintiff, and then files a counterclaim for damages for future invoices.

Plaintiff denies interfering with business opportunity of Defendant and denies that Defendant has sustained or will sustain any damages.

X and XI

Brock counterclaims that clients Plaintiff was bringing were fictitious. However, throughout the year, Plaintiff kept a running tabulation of those clients and the work done for them and invoiced by Brock. By the end of 2015, the invoices totaled \$11,295 as documented by the records kept throughout the year. Therefore, Plaintiff denies that these clients were fictitious and denies that Brock suffered damages.

XI and XII

(Defendant numbered two different paragraphs XI)

Plaintiff denies removing or publishing any confidential file materials or trade secrets from Brock. Without identifying specific materials, it is difficult to imagine what materials Brock refers to. However, Plaintiff did not remove any confidential file materials.

Plaintiff has not wrongfully or unlawfully published any materials allegedly removed from Brock. Plaintiff demands a more specific statement so that he can prepare a defense for court. Plaintiff demands strict proof of why Brock thinks he removed anything and how those specific materials were published.

XIII and XIV

These paragraphs mimic those preceding them in the counterclaim. The same response applies. No materials of Brock were removed and Plaintiff has no confidential material to publish. Indeed, Plaintiff knows of no trade secret Brock would have. His business is no different than any other very small office of a CPA.

Wherefore, having fully answered the counterclaim of Defendant, Plaintiff Johnson prays for judgement against Defendant for damages as stated in the complaint.

Dated: 4/22/2016

Ronald Johnson

Ronald Johnson, pro se



STATE OF SOUTH CAROLINA)

)

COUNTY OF GREENVILLE)

CLERK OF COURT
SOUTH CAROLINA
PAUL B. WICKENSIMER
IN THE COURT OF COMMON PLEAS
2016 APR 22 PM 11 40

2016-CP-23-1836

Ronald Johnson, individually, and)

d/b/a R & T Johnson, LLC,)

Plaintiff(s),)

vs.)

George H. Brock, Individually, and)

d/b/a George H. Brock, CPA, LLC,)

d/b/a MILBRO Properties, LLC,)

d/b/a Integrative FS, LLC,)

d/b/a Diwood Partnership,)

Defendant(s).)

ENTERED COMPUTER

CERTIFICATE OF SERVICE

BY MAIL

The undersigned hereby certify that he has sent, by US Mail, a copy of this Certificate of Service and a Copy of Plaintiffs' Answer to Counterclaims to Defendant at the following address:

Robert C. Wilson, Jr.

201 Whitsett Street

Greenville, SC 29601

Attorney for Defendant(s)

Dated: 4/22/16



Ronald Johnson, pro se



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2016-CP-23-1836
	)	
Ronald Johnson,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	AMENDED COMPLAINT
	)	
George H. Brock, Individually, and	)	(Jury Trial Demanded)
d/b/a George H. Brock, CPA, LLC;	)	
MILBRO Properties, LLC;	)	
Integrative FS, LLC; and Diwood	)	
Partnership,	)	
	)	
Defendants.	)	
	)	

Comes now the Plaintiff, by and through undersigned counsel, who would show unto the Court as follows:

NATURE OF CASE

1. This case arises out of a fraudulent employment agreement where Defendant George H. Brock, acting as owner and manager of the above-named Defendant LLCs, convinced the Plaintiff to bring Plaintiff's clients over to Defendant Brock's accounting practice in exchange for eighty percent (80%) of first-year new-client revenue, which was paid directly to Defendant Brock's accounting practice and which was never paid to Plaintiff, as promised.

PARTIES AND JURISDICTION

2. Plaintiff Ronald Johnson is a citizen and resident of Greenville County, in the State of South Carolina.

3. Upon information and belief, Defendant George H. Brock is a citizen and resident of Greenville County, in the State of South Carolina.

4. Upon information and belief, Defendants George H. Brock, CPA, LLC, MILBRO Properties, LLC, Integrative FS, LLC d/b/a Diwood Partnership ("Defendant LLCs") are limited liability corporations and a partnership organized and existing under the laws of the State of South Carolina with their principal place of business located in Greenville County, South Carolina.

5. Upon information and belief, Defendant George H. Brock is a Certified Public Accountant ("CPA") and at all times relevant to this action was the owner and/or majority shareholder of all Defendant LLCs.

6. At all times relevant herein, Defendant George Brock has operated the Defendant LLCs as an integrated enterprise and exercised, and continues to exercise, complete domination and control over each of them, including but not limited to the control of the Defendant LLCs' operation, hiring, management, labor relations and personnel functions.

7. This Court has jurisdiction over the parties to this case.

8. This Court is the proper venue for this case.

FACTUAL ALLEGATIONS

9. Plaintiff Ronald Johnson was hired by Defendant as a bookkeeper in early February, 2015. Mr. Johnson began working at Defendant's office in downtown Greenville on February 7, 2015. Plaintiff was promised a minimum of four days of work per week. The parties agreed that Plaintiff would begin work at Defendant's office at 9:00 a.m. for at least four days per week, that Plaintiff would work from a desk and office space in Defendant's business office,

that Plaintiff would do his work on Defendant's computer using Defendant's software, that Plaintiff would work alongside Defendant's staff, and that correspondence to Plaintiff's previous clients would be sent on behalf of Defendant's business and be drafted on Defendant's letterhead.

10. On February 14, 2015, during the second week of employment, Mr. Johnson advised Mr. Brock that a number of Johnson's previous clients wished to continue using Mr. Johnson for tax preparation. The parties agreed that those clients would continue to use Mr. Johnson and move their accounts over from Mr. Johnson's previous employer to Defendant's firm. Defendant was enthusiastic that these new clients would lead to continued business in future years.

11. The parties agreed that Mr. Johnson would receive eighty percent (80%) of all revenue generated from any new clients brought by Mr. Johnson to Defendant's firm for 2015; the parties agreed that this was a fair and just agreement. The parties further agreed that after 2015 no additional compensation would be necessary to reimburse Mr. Johnson for bringing in new clients to Defendant's firm. The parties further agreed that Mr. Johnson would receive the same eighty percent (80%) revenue for the first year of tax preparation for any new clients he could bring to Defendant's firm after the year 2015.

12. After the parties agreed to Mr. Johnson's compensation for new clients brought to Defendant's firm, Mr. Johnson provided a list of clients, including those clients' contact information, which was added into Defendant's software system for further communications.

13. On February 27, 2015 Defendant George Brock sent out a form letter to Plaintiff's previous clients. This letter contained Plaintiff's signature and was sent on behalf of Defendants, on Defendant's letterhead.

14. Throughout the remaining months of 2015, Plaintiff maintained a list of customers who moved over to Defendant's firm as a result of Plaintiff's previously provided services. Plaintiff provided the list to Defendant on a weekly basis. The list contained client information along with billing information. Plaintiff provided this information to Defendant Brock along with Plaintiff's weekly time sheet.

15. On or about November 5, 2015, Defendant George Brock began cutting Plaintiff's hours from four days per week to only two days per week; Defendant had initially agreed to provide Plaintiff with at least four days of work per week. Defendant told Plaintiff that the reason for the cutback was that Defendant could not make payroll due to renovations to Defendant's personal residence.

16. On or about January 6, 2016, Plaintiff requested payment for clients that Plaintiff had brought over from Plaintiff's previous employer; the parties had agreed that Plaintiff would receive eighty percent (80%) of revenue from said clients, however Defendants had failed to make any payments to Plaintiff. Defendant Brock did not respond to Plaintiff's request.

17. On or about January 18, 2016, the parties met in Plaintiff's office and discussed Defendant's failure to pay Plaintiff the amount owed for the clients that Plaintiff had brought in during 2015. As an excuse for failure to pay the amount owed, Defendant Brock told Plaintiff that Defendant was trying to sell the practice and that, due to a change in valuation, the arrangement might not profit Defendant. Plaintiff reminded Defendant Brock that the agreement was not subject to any contingency for the sale of Defendant's practice. The meeting yielded no payment to Plaintiff.

18. On or about January 26, 2016, Plaintiff requested Defendant pay \$2,000 on the accounts he had brought in 2015. The following day, on January 27, 2016, Defendant Brock called Plaintiff at home and agreed to pay the total amount owed, \$9,036, for the new client revenue on or before April 30, 2106. Defendant Brock offered and Plaintiff agreed that Defendant would reduce this agreement to writing.

19. On or about February 1, 2016, Plaintiff wrote the agreement and delivered it to Defendant Brock for his signature; Defendant refused to sign the agreement.

20. On or about February 6, 2016, Plaintiff sent an email to Defendant Brock explaining that the clients Plaintiff had brought to Defendant's firm were profitable to Defendants; Plaintiff explained that the timing of some of the sales in 2015 would actually help Defendant's firm with respect to the sale valuation of Defendant's business.

21. The following day, on February 7, 2016, Defendant Brock responded that he was no longer willing to pay the eighty percent (80%) of new client revenue for 2015 unless those clients returned for 2016. Plaintiff wholly refused and did not agree to this attempt to breach the original agreement by Defendant Brock.

22. Defendant Brock subsequently attempted to change the date of payout for the 2015 new clients from April 30, 2016 to May 31, 2016, via email.

23. Defendant Brock has, to date, not paid any of the amount owed (\$9,036) for the clients Plaintiff brought over in 2015, as agreed upon by the parties. Defendant Brock also refused to pay Plaintiff \$767 for work in progress.

24. Plaintiff sent a demand to Defendant for the total amount owed on March 16, 2016, to no avail.

FIRST CAUSE OF ACTION - BREACH OF CONTRACT

25. Plaintiff realleges each and every allegation contained in paragraphs 1 through 24 of this Complaint as if set forth herein verbatim.

26. Plaintiff is informed and believes that on or about February 7, 2015 the parties entered into an employment agreement as specified in paragraph 9 of this Complaint; on or about February 14, 2015, the parties amended this agreement to include compensation to Plaintiff for new clients brought over to Defendant's firm in 2015 as specified in paragraphs 10 and 11 of this Complaint.

27. Plaintiff is informed and believe that Defendants have failed to honor the terms of their agreement and that this failure, as specified hereinabove, constitutes a breach of the contract between Plaintiff and Defendants.

28. Plaintiff is informed and believe that as a result of the breach of the contract by the Defendants, Plaintiff has suffered actual and consequential damages.

SECOND CAUSE OF ACTION - BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT

29. Plaintiff realleges each and every allegation contained in paragraphs 1 through 28 of this Complaint as if set forth herein verbatim.

30. The previously described conduct of Defendants as set forth in paragraphs 1 through 24 of this Complaint detailing Defendant's agreement with Plaintiff and Defendant's subsequent breach of said agreement was also accompanied by fraudulent acts and conduct on the part of Defendant in representing to Plaintiff that; (1) Defendant, in good faith, wanted to hire

a new employee and (2) Defendant would pay Plaintiff for his work in providing Defendant with revenues related to new clients brought by Plaintiffs in the sum of \$9,036.00.

31. Defendant's representations were false in that Defendant never intended to perform the obligations alleged in this Complaint and in the contract.

32. The aforesaid representations of Defendant specified hereinabove were material to the Plaintiff's decision to enter into a contract.

33. Defendant knew or should have known that these representations were false or that they were made with reckless disregard for the truth or falsity of said representations.

34. Defendant intended for Plaintiff to rely on these representations and Plaintiff had a right to rely on these representations and did, in fact, rely upon these representations.

35. Plaintiff did not know or have any way of knowing that said representations were false.

36. The acts and conduct of Defendant constitutes a breach of contract accompanied by a fraudulent act or acts.

37. As a direct and proximate result of Defendant's breach of contract accompanied by a fraudulent act or acts, Plaintiff has suffered actual and consequential damages.

THIRD CAUSE OF ACTION - FRAUD/MISREPRESENTATION

38. Plaintiff realleges each and every allegation contained in paragraphs 1 through 37 of this Complaint as if set forth herein verbatim.

39. Plaintiff is informed and believes that Defendants represented to Plaintiff that they agreed that Defendants would pay the sum due by a specified date.

40. Defendant's representations were false in that Defendant never intended to perform any of the acts Defendant agreed to pursuant to the contract.

41. These representations were material to Plaintiff and induced Plaintiff to enter into the contract as set forth above.

42. Defendant knew of the falsity of the representations specified herein and said representations were made with reckless disregard of the truth.

43. Plaintiff is informed and believes that it was Defendant's intent that these representations be acted upon by Plaintiff.

44. Plaintiff was ignorant as to the falsity of these representations.

45. Plaintiff relied upon the truth of the aforesaid representations made by Defendant.

46. Plaintiff had a right to rely upon the representations made by Defendant.

47. Plaintiff is informed and believes the representations and actions of this Defendant constitutes fraud and/or misrepresentation.

48. Plaintiff has suffered actual and consequential damages as a direct and proximate result of the fraudulent conduct of Defendant.

FOURTH CAUSE OF ACTION - ESTOPPEL/UNJUST ENRICHMENT

49. Plaintiff realleges each and every allegation contained in paragraphs 1 through 48 of this Complaint as if set forth herein verbatim.

50. Plaintiff is informed and believes that as a result of the agreement and Plaintiff's full and complete performance thereof, Defendant gained a significant and valuable benefit, that being the ability to receive new clients, revenues related to such new clients, and future revenues related to such new clients.

51. Plaintiff is informed and believes that Defendant has failed to perform the obligations Defendant agreed to and has failed to pay Plaintiff for the benefit the aforesaid arrangement conferred upon the Defendant.

52. Plaintiff is informed and believes that it is inequitable and unjustly enriches Defendant for Defendant to have had the ability to receive business from Plaintiff's new clients without performing the obligations Defendant agreed to accept or without paying Plaintiff a fair and just value for the benefits conferred by Plaintiff to Defendant.

53. Plaintiff is informed and believes that Defendant should be estopped from claiming that Plaintiff was not owed the entirety of the amount agreed upon by both parties as discussed hereinabove. Defendant should also be estopped in further contracting for the sale of Defendant's accounting practice until Defendant compensates Plaintiff for new client revenue, as agreed upon by both parties and discussed hereinabove.

54. Plaintiff is informed and believes that as a result of Defendant's breach of contract with Plaintiff, Defendant has been unjustly enriched and should be required to give Plaintiff the benefit of the bargain with Defendant and pay Plaintiff for both actual and consequential damages Plaintiff has incurred as a result of Defendant's unjustly enriching himself at Plaintiff's expense.

FIFTH CAUSE OF ACTION - CONVERSION

55. Plaintiff realleges each and every allegation contained in paragraphs 1 through 54 of this Complaint as if set forth herein verbatim.

56. That Plaintiff has an interest and an absolute entitlement to eighty percent (80%) of revenues for all new clients brought to Defendant's accounting practice from Plaintiffs' previous dealings with said new clients.

57. That Defendant has converted Plaintiff's funds to his own uses.

58. That the conversion and use of Plaintiff's funds by Defendant was without Plaintiffs' permission.

59. That as a result of such conversions, Plaintiff is entitled to actual and consequential damages as stated herein, in addition to punitive damages as are appropriate.

SIXTH CAUSE OF ACTION - UNFAIR TRADE PRACTICES

60. Plaintiff realleges each and every allegation contained in paragraphs 1 through 59 of this Complaint as if set forth herein verbatim.

61. That pursuant to South Carolina Code Sections 39-5-10, et seq. (The South Carolina Unfair Trade Practices Act), unfair or deceptive acts or practices in the conduct of trade are unlawful.

62. That Defendant has engaged in numerous unfair acts and deceptive practices in the conduct of business and in the deprivation of Plaintiff's funds.

63. That as a result of Defendant's unfair and deceptive methods, acts and practices, Plaintiff has lost money, as stated herein.

64. That Defendant is in violation of The South Carolina Unfair Trade Practices Act by the unfair and deceptive acts and practices.

65. That the violations of The South Carolina Unfair Trade Practices Act by Defendant are the sole and proximate cause of the losses and damages sustained by Plaintiff.

66. That the deceptive and unfair acts and practices by Defendant were willful and knowing violations of said Act, and Defendant knew or should have known that his conduct was in violation of said Act.

67. That per Section 39-5-140(a), this Court must award treble damages, plus attorneys fees and costs, to Plaintiff.

**SEVENTH CAUSE OF ACTION - UNPAID WAGES UNDER S.C. WAGE PAYMENT
ACT**

68. Plaintiff realleges each and every allegation contained in paragraphs 1 through 67 of this Complaint as if set forth herein verbatim.

69. Plaintiff earned compensation according to the promises made to him by Defendant in the agreement between the parties. The monetary reimbursement to Plaintiff for work done at Defendant's accounting practice constitutes "wages" under South Carolina Code Section 41-10-10 et seq.

70. Defendant meets the definition of "employers" under South Carolina law and under the Wage Payment Statute. Plaintiff was an employee of Defendant.

71. Despite efforts by Plaintiff, Defendant refuses to pay all wages due. Defendant owes Plaintiff a total of nine thousand eight hundred three dollars and 00/100 (\$9,803.00).

72. Defendant's failure to pay Plaintiff wages is willful and in bad faith.

73. Plaintiff is entitled to a judgement awarding all wages due, treble damages, pre-judgment interest, post-judgment interest, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court enter judgment in his favor and against the Defendant as requested hereinabove and as follows:

- a. Award Plaintiff all unpaid wages;
- b. Award Plaintiff all unpaid bonuses and compensation;
- c. Award Plaintiff treble damages for unpaid wages under the S.C. Wage Payment Act;
- d. Award Plaintiff reasonable attorneys' fees and costs;
- e. Award Plaintiff actual and consequential damages;
- f. Award Plaintiff punitive damages as are appropriate; and
- g. Award Plaintiff such other legal and equitable relief, including pre-judgment and post-judgment interest , as this Court may deem proper.

JURY TRIAL DEMAND

Plaintiff requests a jury trial on all questions of fact raised by his Complaint.

RESPECTFULLY SUBMITTED,

/s Kenneth E. Norsworthy, Jr.

Kenneth E. Norsworthy, Jr.
NORSWORTHY LAW, LTD. CO.
104 Trade Street, Suite F
Greenville, South Carolina 29651
(864) 479-0400 (telephone)
kenorsworthy@me.com
SC Bar No. 101823

Greenville, South Carolina
February 28, 2017

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) IN THE COURT OF COMMON PLEAS

2016-CP-23-1836

Ronald Johnson,)

Plaintiff,)

vs.)

**AMENDED ANSWER AND
COUNTERCLAIMS**

George H. Brock, Individually, and)
d/b/a George H. Brock, CPA, LLC,)
d/b/a MILBRO Properties, LLC,)
d/b/a Inegrative FS, LLC, d/b/a)
Diwood Partnership,)

(Jury Trial Demanded)

Defendant(s).)
_____)

Defendant, George H. Brock, ("Brock"), individually and as the alleged individual Defendant proprietor doing business allegedly through various corporate entities, answering the Amended Complaint of Plaintiff and by way of Counterclaims, would respectfully show to this Court as follows:

**(FOR A FIRST DEFENSE:
GENERAL DENIAL)**

I

Brock hereby admits the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, of the Complaint.

II

Brock hereby denies the remaining allegations of the Amended Complaint of Plaintiff, thereby placing all such allegations in issue and thereby demanding strict proof thereof.

III

Brock hereby expressly denies any and all allegations of the Amended Complaint of Plaintiff not hereinabove admitted, denied or otherwise addressed.

**(FOR A SECOND DEFENSE:
FAILURE TO STATE A CAUSE OF ACTION
FOR WHICH RELIEF MAY BE GRANTED)**

IV

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

V

Brock hereby alleges that Plaintiff(s) have failed to state a cause of action against any of the corporate Defendants for which relief may be granted; Brock further alleges that Plaintiff's alleged contractual claim against Brock is predicated on an unenforceable contract that is void as against public policy.

**(FOR A THIRD DEFENSE:
CONVERSION/SETOFF**

VI

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

VII

Brock alleges that Plaintiff represented to Brock that Plaintiff would provide additional, new clients for which Plaintiff alleges he was to be compensated. Plaintiff alleges that Brock terminated Plaintiff's employment, so that Plaintiff, in retaliation, took the promised new, additional clients elsewhere, thereby converting to Plaintiff's personal profit the business opportunities which Plaintiff was to have provided to Brock. Accordingly, Brock claims as a

setoff the value of past and future revenues which should have resulted if Brock had enjoyed the benefit of the bargain .which Plaintiff alleges to have existed between the parties to this action.

**(FOR A FOURTH DEFENSE AND COUNTERCLAIM:
INTERFERENCE WITH BUSINESS OPPORTUNITY)**

VIII

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

IX

Brock alleges that Plaintiff has wrongfully and unlawfully converted the business opportunities to which Brock was allegedly contractually entitled, as alleged by Plaintiff, thereby denying Brock past and future profits, for which Brock asserts that he should have judgment against Plaintiff for damages, actual and punitive; Brock further alleges that Plaintiff, by wrongfully publishing confidential business opportunities of Brock, denied Brock the benefit of those business opportunities, to the damage, actual and punitive, of Brock..

**(FOR A FIFTH DEFENSE AND COUNTERCLAIM:
FRAUD)**

X

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XI

Brock alleges that Plaintiff intentionally misrepresented that Plaintiff had various parties who had accounting needs which Plaintiff could answer as an employee of Brock. Plaintiff knew his representations were false and that they were material to Brock's possible hiring of

Plaintiff. Brock had a reasonable right to rely on the representations of Plaintiff. After hiring Plaintiff, Brock discovered, to his damage, actual and punitive, that the various parties whom Plaintiff represented as clients were fictitious and that there could be no profit from the various parties whom Plaintiff presented as customers. As a result, Brock has suffered damages, actual and punitive, for which Brock seeks judgment against Plaintiff.

**(FOR A SIXTH DEFENSE AND COUNTERCLAIM:
INJUNCTIVE RELIEF)**

XII

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XIII

Brock is alleges that Plaintiff has wrongfully and unlawfully removed confidential file materials from Brocks office. Brock alleges that Plaintiff has wrongfully and unlawfully published such materials to embarrass, to harass, to harm Brock in his business. Brock alleges that he has no legal remedy for Plaintiff's purloining Brocks file materials; Brock alleges that Brock has, and will, suffer irreparable harm unless Plaintiff is enjoined from further publication of Brock's confidential materials and unless Plaintiff is ordered to return Brock's file materials. Accordingly, Brock seeks that this Court order, *pendente lite* and permanently, Plaintiff to cease and desist in the publication of Brock's confidential materials and that Plaintiff immediately return all materials of Brock's which Plaintiff has purloined.

**(FOR A SEVENTH DEFENSE AND COUNTERCLAIM:
BREACH OF EMPLOYEE FIDUCIARY DUTY)**

XIV

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XV

Brock alleges that Plaintiff was at all times pertinent to this claim, agent, servant, and employee of Brock. Brock alleges that, upon termination of Plaintiff's employment, Plaintiff purloined, converted, and wrongfully took vital financial and other information from Brock, in violation of his common-law fiduciary duty owed to their employer in a confidential relationship, to the damage, actual and punitive, of Brock.

**(FOR AN EIGHTH DEFENSE AND COUNTERCLAIM:
VIOLATION OF S.C. TRADE SECRETS ACT)**

XVI

Brock hereby realleges all allegations set forth above as are not inconsistent herewith.

XVII

Brock alleges that Plaintiff purloined, converted, and wrongfully took vital confidential financial and other information from Brock, who was Plaintiff's employer, in violation of §§39-8-1, *et seq.*, of the SC Code of Laws; 1976, as amended, to the damage, actual and punitive of Brock.

WHEREFORE, having fully answered the Amended Complaint of Plaintiff, Brock prays that Plaintiff's Amended Complaint be dismissed forever with prejudice; Brock further prays for judgment against Plaintiff for damages, actual and punitive; Brock prays that this Court enjoin

Plaintiff from any further publication of wrongfully purloined, confidential files of Brock; Brock also prays for such other and further relief as this Court may deem just and proper.

Dated: 6/20/17

/s/ Robert C. Wilson, Jr.
Robert C. Wilson, Jr.
201 Whitsett Street
Greenville, SC 29601
(864) 242-9488
Email: trigor527@aol.com
SC ID No. 6178

Attorney for Defendant(s)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

2016-CP-23-1836

Ronald Johnson,)
Plaintiff,)

vs.)

**PLAINTIFF'S ANSWERS TO
DEFENDANTS' COUNTERCLAIMS**

George H. Brock, Individually, and)
d/b/a George H. Brock, CPA, LLC;)
MILBRO Properties, LLC;)
Integrative FS, LLC; and Diwood)
Partnership,)
Defendants.)

Plaintiff, by and through undersigned counsel, answering the Amended Answer and Counterclaims, would respectfully show to this Court as follows:

1. As to the Counterclaim: Interference with Business Opportunity, Defendants' Paragraphs XIII and IX, Plaintiff denies the Counterclaim. Plaintiff sought relief in this Court for damages caused by Brock and other Defendants. Plaintiff had every right to bring suit in this Court to redress Defendants' egregious conduct and breach of contract. Any damages suffered to Defendants' business opportunities were caused by Defendants' reckless disregard for the obligations agreed upon by both parties.
2. As to the Counterclaim: Fraud, Defendants' paragraphs X and XI, Plaintiff denies the Counterclaim. Defendant argues that Plaintiff falsely represented that Plaintiff had "various parties who had accounting needs." Plaintiff did, in fact, bring clients to

Defendant, for which Defendant agreed to pay Plaintiff. Defendants' fraud counterclaim simply does not make sense in this regard.

3. As to the Counterclaim: Injunctive Relief, Defendants' paragraphs XII and XIII, Plaintiff denies the Counterclaim. This Counterclaim makes little sense as well. Plaintiff's filing of a pro se complaint along with exhibits supporting Plaintiff's claims was not publishing Defendants' information; further, Defendants have waived their right to request injunctive relief as they have failed to move for an order sealing the documents for which Defendants seek injunctive relief.
4. As to the Counterclaim: Breach of Employee Fiduciary Duty, Defendants' paragraphs XIV and XV, Plaintiff denies the Counterclaim. Plaintiff used documents obtained during Plaintiff's tenure as an employee of Defendants in order to prove to this Court that Defendants breached a valid contract. Plaintiff owed Defendants no fiduciary duty.
5. As to the Counterclaim: Violation of S.C. Trade Secrets Act, Defendants' paragraphs XVI and XVII, Plaintiff denies the Counterclaim. Plaintiff did not wrongfully take confidential trade secrets and publish them; Plaintiff simply filed supporting documents in the course of litigation. Further, Defendants would and should have already moved for an order sealing those documents if Defendants were legitimately concerned with the dissemination of the alleged trade secrets. Defendants, thus, have waived the right to pursue such a Counterclaim.

WHEREFORE, having fully answered the counterclaims, Plaintiff prays that Defendant be ordered to pay damages to Plaintiff related to the claims in Plaintiff's Amended Complaint.

RESPECTFULLY SUBMITTED,

s/ Kenneth E. Norsworthy, Jr.
Kenneth E. Norsworthy, Jr.
NORSWORTHY LAW, LTD. CO.
505 Pettigru Street
Greenville, South Carolina 29601
(864) 804-0581 (telephone)
(864) 756-1153 (facsimile)
kenorsworthy@me.com
SC Bar No. 101823

Greenville, South Carolina
September 25, 2017

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS

Hon. Robin B. Stillwell, Circuit Court Judge.

Appellate Case No. 2018-000884

Ronald Johnson,..... Respondent,

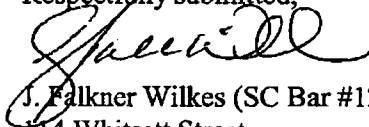
v.

George H. Brock, Individually, and d/b/a George H. Brock CPA, LLC,
MILBRO Properties, LLC, Integrative FS, LLC,
Diwood Partnership,. Appellants.

CERTIFICATE

I certify that the Record on Appeal has been redacted in accordance with the Supreme
Court's Order on redaction of private data and personal identifiers.

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)

114 Whitsett Street

Greenville, SC 29601

(864) 282-1292

(864) 271-6035 (facsimile)

Counsel for Appellants

June 14, 2019.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS

Hon. Robin B. Stillwell, Circuit Court Judge

Appellate Case No. 2018-000884

RECEIVED
JUL 18 2019
SC Court of Appeals

Ronald Johnson, ... Respondent,

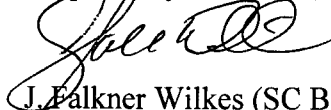
v.

George H. Brock, Individually, and d/b/a George H. Brock CPA, LLC,
MILBRO Properties, LLC, Integrative FS, LLC,
Diwood Partnership, ... Appellants.

CERTIFICATE

I certify that the Record on Appeal contains all of the matter designated by the parties and
no irrelevant material.

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)

114 Whitsett Street

Greenville, SC 29601

(864) 282-1292

(864) 271-6035 (facsimile)

Counsel for Appellants

July 16, 2019.