

RECEIVED

Apr 08 2021

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-40-06344

Appellate Case No. 2019-001488

MB Hutson / MB Hudson, Appellant,

v.

Penn America Insurance Company, Global Indemnity Group, Inc.,
Timothy J. Newton, Esq., J.R. Murphy, Esq., John Doe #1, John
Doe #2, Respondents,

**RESPONDENT
TIMOTHY J. NEWTON'S
OBJECTIONS TO APPELLANT'S
REQUEST FOR EXTENSION**

Respondent Timothy J. Newton ("Newton") ("Respondent") opposes Appellant MB Hutson /MB Hudson's (hereinafter "Hutson") Request for Extension filed April 2, 2021 for the following reasons.

The stated ground for Hutson's request is that Hutson's typist's son is undergoing chemo and radiation treatments for his stage four cancer. Respondent has the utmost sympathy and concern for Appellant's typist's son. Respondent wishes him a full and speedy recovery and his

heart goes out to Appellant's typist in providing care for him. Respondent does not object to a reasonable extension, assuming Hutson's representations in his motion are true.

However, Respondent questions Hutson's veracity. Hutson did not support his request with any evidence; he relies solely on his credibility. Moreover, substantial evidence exists that at least two of the reasons Hutson gave are materially false. Hutson stated in his Request that he is "now indigent due to this fraud" and therefore he "cannot employ another typist."

I. Hutson's alleged indigence is not related to this case.

As he has done countless times in this proceeding, Hutson blames his indigence upon alleged fraud committed by Respondents. Hutson alleged in this case that Respondents failed to report certain fraud relating to his transactions and ensuing litigation with TLC Holdings, LLC and its principals.¹ (See Amended Compl., ¶¶ 9-24.) Hutson fails to candidly inform this Court that he has repeatedly admitted he was indigent *before any events alleged in this case occurred*.

Hutson admitted he had no money when he entered into the Land Deal in his Rule 2004 Examination in his bankruptcy proceeding that began on January 31, 2014:²

Q On December 15, 2010, Mr. Hutson, what was your net worth?

A 2010? I was broke.

Q Did you have any assets?

A No, sir.

(Exh. 35: Hutson Bankr. Testimony.) When asked to elaborate later in the Examination, Hutson testified, "I didn't have very much money, no." (Id. at p. 635.)

¹ Hutson entered into the Land Deal (comprised of a Lease Purchase Agreement and a Membership Interest Purchase Agreement) with TLC on December 15, 2010. Reed v. Big Water Resort, LLC, No. CV 2:14-1583-DCN-MGB, 2016 WL 7435620, at *13 n.5 (D.S.C. Apr. 5, 2016), report and recommendation adopted, No. 2:14-CV-01583-DCN, 2016 WL 2935891 (D.S.C. May 20, 2016).

² In re: Morris B. Hutson a/k/a M.B. Hutson, Case No. 14-00165-jw (D.S.C.).

In the Class Action in federal court,³ Hutson admitted he was “dead broke” when he contacted his realtor to inquire about the Land Deal property. (Ex. 31: Dep. of Hutson, p. 24.) Hutson admitted at trial in the Defamation Action⁴ that he was “flat broke” when he entered into the Land Deal. (Exh. 33: Trial tr., p. 683.) The trial testimony reflected that Hutson told TLC he was “about to come into some big money”—to the tune of \$35,000,000. (*Id.* at 682.) Hutson did not tell TLC he was flat broke. (*Id.* at 683.) Hutson only paid \$10 (Ten Dollars) down to purchase the campground business. (*Id.*)

By Hutson’s own admission, made in three separate prior court proceedings, Hutson was penniless before any of the events he alleged in this case occurred. Hutson knows this. He knows that Respondents know this. Yet Hutson continues to falsely represent to this Court that he lost millions of dollars and became indigent due to alleged fraud committed by Respondents.

II. Hutson has the resources to hire another typist.

In his deposition, Hutson claimed that he did not need any money to develop property. (Exh. 31: Dep. of Hutson, p. 24.) In fact, Hutson continues to engage in the land development business despite his alleged lack of financial resources.

Hutson represented to a court in another currently pending proceeding that he is in the process of developing an 83-acre parcel in Orangeburg County. (Exh. A: Amd. Complaint, ¶ 1, MB Hutson/MB Hudson v. John Deere Equipment and Financial Co., Civ. Action No. 2021-CP-38-00132 (Orangeburg County Comm. Pl.)) Hutson was able to obtain a \$20,000 line of credit through a limited liability company Hutson owns or controls (OHF, LLC) by invoking the personal

³ Reed v. Big Water Resort, LLC et al., Civ. Action No. 2:14-1583-DCN (D.S.C.).

⁴ TLC Holdings, LLC, et al. v. M.B. Hutson a/k/a M.B. Hudson, Civ. Action No. 2015-CP-14-00615 (Clarendon County Comm. Pl.).

credit of Hutson's girlfriend, Cindy Exum. (Id. at ¶¶ 1, 3, and Count One.) All this is while Hutson is claiming to be indigent and unable to hire another typist in this proceeding.

Hutson somehow came up with the funds to file numerous motions in this proceeding, and in a related proceeding. (Penn America Ins. Co., et al. v. Morris Beach Hutson a/k/a M.B. Hutson, Appellate Case No. 2020-001708.) Hutson had sufficient funds to sue a sitting state court judge. (M.B. Hutson v. Judge Robert E. Hood, Esq., Civ. Action No. 2021-CP-40-00946 (Richland County Comm. Pl.)). These are remarkable accomplishments given that Hutson represented to the court in the Defamation Action that he is living on \$517 per month from Social Security. (See Exh. B: Mot. to Stay Execution.)

Based upon the above, Hutson's claim that he cannot afford to hire another typist is not credible. All litigants face these types of challenges.

III. Prejudice to Respondents

Respondent would also show that the continuing delays in this case are taking their toll. The initial briefs in this appeal were completed in May 2020—almost a year ago. For over two years now, hardly a week goes by without some new motion or court filing from Hutson. Respondent must drop other important matters and address each of these. One would think that an aggrieved litigant would be anxious to complete the briefing so this appeal could be heard. Yet Hutson's course of conduct has confounded the appellate process at every turn.

Moreover, Hutson has embarked upon defamatory campaign against Respondents in other venues. In a recent e-mail to Circuit Court Judge Casey Manning,⁵ Hutson claimed to be reaching out to Senator Lindsey Graham. (Exh. C: E-mail dated Apr. 2, 2021.) After being warned to save

⁵ Hutson's flurry of e-mails were triggered by a mere notice of an upcoming roster meeting.

his arguments for the roster meeting, Hutson sent Judge Manning a letter indicating he is considering suing Judge Nettles. (Exh. C: E-mail dated March 29, 2021.)

Hutson has made it clear that he is not merely seeking to vindicate his grievances concerning his Land Deal. Hutson aims to ruin Respondents. Hutson has repeatedly stated his intention of procuring the disbarment of the individual defendants. He is claims to be working to prevent Penn-America from doing business in this state. (Exh. C: E-mail dated Apr. 2, 2021.) Each of Hutson's e-mails, motions, and filings (and there are many) contains false and defamatory smears inveighing against Respondents. Meanwhile, Hutson drags his feet in this appeal. Hutson appears to be attempting to try his case outside of court before people who lack access to facts that are inconvenient for him.

CONCLUSION

The evidence submitted amply demonstrates that Hutson has the time and resources to accomplish whatever he puts his mind toward doing. What the Rules and this Court's directives require of Hutson at this point is not complicated. Hutson simply failed to do what was required. Instead, he has been busy doing other things, many of which are inappropriate and which cause unnecessary injuries to Respondents and other members of judicial community. For these reasons, Respondent takes the unusual step of requesting that Hutson's request for an extension be denied. At a minimum, Respondent requests that any extension be limited to the few days it may take for Hutson to hire another typist.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

s/Timothy J. Newton

Timothy J. Newton, *pro se*

P.O. Box 6648

Columbia, SC 29260

(803) 782-4100

Columbia, South Carolina

April 8, 2021

Exhibit

35

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	
MORRIS B. HUTSON a/k/a)	Case No.:
M.B. HUDSON,)	14-00165-jw
)	CHAPTER 11
Debtor.)	

THE 2004 EXAMINATION OF MORRIS B. HUTSON was taken as a witness pursuant to the Federal Rules of Civil Procedure, at 9:30 a.m. on Friday, the 31st day of January 2014, at the offices of Womble Carlyle, Five Exchange Street, in the City of Charleston, State of South Carolina, before Janice O. Darby, Registered Professional Reporter and Notary Public in and for the State of South Carolina.

Janice Ohlendorf Darby, RPR
(843) 814-7666 jodarby@comcast.net

A P P E A R A N C E S

WOMBLE CARLYLE SANDRIDGE & RICE
Attorneys at Law
Five Exchange Street
Charleston, SC 29401
BY: MR. CHARLES P. SUMMERALL, IV

WOMBLE CARLYLE SANDRIDGE & RICE
Attorneys at Law
Five Exchange Street
Charleston, SC 29401
BY: MR. THOMAS HARPER

TURNER PADGET
Attorneys at Law
P.O. Box 2116
2411 North Oak Street
Myrtle Beach, SC 29578
BY: MR. R. WAYNE BYRD

Also present:
MR. RICHARD CLARK

Reported by:
MS. JANICE O. DARBY
763 Gate Post Drive
Mt. Pleasant, SC 29464
(843) 814-7666

Janice Ohlendorf Darby, RPR
(843) 814-7666 jodarby@comcast.net

I N D E X

WITNESS	PAGE
HUTSON, MORRIS B.	
By Mr. Summerall	4, 287
By Mr. Byrd	59

EXHIBITS:

FOR IDENTIFICATION	MARKED
No. 1 Subpoena for Rule 2004	4
No. 2 1/18/14 rental spreadsheet	4
No. 3 Composite Exhibit	59
No. 4 Lease Purchase Agreement	107
No. 5 Addendum	112
No. 6 Membership Interest Purchase Agreement	139
No. 7 Membership Interest Purchase Agreement	154
No. 8 Handwritten diagram	159
No. 9 Secretary of State/BWR, Inc.	173
No. 10 Civil Action Coversheet	176
No. 11 6/25/13 letter from Ms. Rose	208
No. 12 10/22/13 letter from Ms. Rose	209
No. 13 Settlement Agreement	233
No. 14 Big Water Payment History	235
No. 15 4/3/12 letter from Mr. Harper	243
No. 16 4/13/12 letter from Mr. Harper	244
No. 17 Allegiance Cancellation Notice	252

Janice Ohlendorf Darby, RPR
 (843) 814-7666 jodarby@comcast.net

TLC Holdings 000003

1 MORRIS B. HUTSON
2 having been duly sworn, was called as a witness
3 herein and was examined and testified as follows:
4

5 (Exhibit Nos. 1 and 2 marked
6 for identification.)

7 E X A M I N A T I O N

8 BY MR. SUMMERALL:

9 Q Mr. Hutson, we met earlier. I'm Charles
10 Summerall. I'm one of the lawyers representing TLC
11 Holdings, LLC, in connection with the bankruptcy
12 case.

13 A And I don't remember you, but anyhow.

14 Q No, I just meant we met earlier this
15 morning. You and I have never met before today.

16 A Oh, okay.

17 Q Let me offer you one instruction. This
18 is a so-called bankruptcy Rule 2004 examination, and
19 I want you to know at any time during the
20 examination you can ask the lawyers asking you
21 questions for any clarifications, definitions or
22 explanations of any words, questions or documents
23 presented to you during the course of this
24 examination. Do you understand that?

25 A That I can ask questions? I hear what

1 Q Do you remember the address?

2 A No, sir.

3 Q Were you living in a house?

4 A Yes, sir. I think I was staying with
5 some people who owned the property, because they had
6 about 150 wild horses.

7 Q Wild horses?

8 A Wild horses. That's the best kind of
9 horse to get ahold of to train for somebody.

10 Q And you were living in their residence?

11 A Mm-hmm, in a little -- one of their
12 little tiny houses.

13 Q On December 15, 2010, Mr. Hutson, what
14 was your net worth?

15 A 2010? I was broke.

16 Q Did you have any assets?

17 A No, sir.

18 Q What about your vehicle that you were
19 driving? Did you own that?

20 A Yeah, I told you that's the only asset I
21 had just about. I had a few horses.

22 Q Was it paid for?

23 A It was paid for.

24 Q What kind of vehicle was that?

25 A It was a 250 diesel Ford.

1 A I didn't know that at the time. I knew it
2 back when I submitted my application in 2011. That's
3 when I was informed. Then I contacted DHEC to double
4 check, and that's when they told me they would not
5 accept my application. Now, do you really think I
6 would submit an application for water and sewer when I
7 already knew that there was a moratorium on it? Now I
8 understand why you're asking the question, but I've
9 answered it.

10 Q Okay. Thank you, sir. Now, let's go back to
11 December the 15th, 2010. Mr. Hutson, you have told me
12 that on that date you were broke, your words. I asked
13 you what your net worth was, and you told me on
14 December the 15th, 2010 you were broke. Now, is that
15 a true statement?

16 A Well, how do you define "broke"?

17 Q Well, I asked you what your net worth was.
18 You said you're broke. You were broke. I assumed
19 that at the very least --

20 A Well, that's an assumption but go ahead.

21 Q Well, you asked me and I'm telling you.

22 A All right.

23 Q You were broke. That means your liabilities
24 either equal or exceed your assets, correct? You
25 didn't have any money, did you?

1 A I didn't have very much money, no.

2 Q All right. Now, let's look at a different
3 document.

4 (Exhibit Number 50 was marked.)

5 Q Exhibit Number 50, you see that's your e-mail
6 on November the 21st, 2013?

7 A It is.

8 Q To Mr. Harper? Do you see up at the top?

9 A I see it is. I see the page, and I see it's
10 Exhibit 50.

11 Q All right. Now, here's my question for you
12 right now: On December the 15th, 2010, you were broke
13 to use your terminology.

14 A Uh-huh.

15 Q Since December the 15th, 2010, you have had
16 no employment whatsoever except running that
17 campground; isn't that right?

18 A That is correct.

19 Q Okay. And you have suggested that you paid
20 several hundred thousand dollars to Richard Clark, to
21 Steve Lovell, and Jim Thigpen and/or TLC Holdings,
22 Inc., correct?

23 A I didn't suggest that; I stated that as a
24 fact.

25 Q As a fact, okay. And you also said you spent

TLC Holdings 000635

Exhibit

31

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF SOUTH CAROLINA
3 CHARLESTON DIVISION
Civil Action No. 2:14-cv-01583-DCN

4 William Reed, Donna Reed, Bonnie)
5 Youmans, Jane Yates, Phillip)
6 Caulder, all individually and for)
7 the benefit and on behalf of all)
8 others similarly situated,)

9 Plaintiffs,)

10 v.)

11 Big Water Resort, LLC, TLC)
12 Holdings, LLC, Richard Clark,)
13 James Thigpen, Jimmy "Steve")
14 Lovell, and Ocoee, LLC,)

15 Defendants.)

16 _____)
17 TLC Holdings, LLC, Richard Clark,)
18 James Thigpen, Jimmy "Steve")
19 Lovell, and Ocoee, LLC,)

20 Third-Party Plaintiffs,)

21 v.)

22 M.B. Hutson a/k/a M.B. Hudson,)

23 Third-Party Defendant.)

24 *****

25 VIDEO DEPOSITION OF: M.B. HUTSON
DATE TAKEN: Monday, May 18, 2015
TIME: 10:00 A.M.
PLACE: Turner Padget
40 Calhoun Street, Suite 200
Charleston, South Carolina
REPORTED BY: MARY ANN RIDENOUR, RPR, CLR
Registered Professional Reporter,
Certified LiveNote Reporter
and Notary Public

POST OFFICE BOX 21784
CHARLESTON, SC 29413-1784

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

REPRESENTING THE PLAINTIFFS:

WILLIAM PADGET, ESQUIRE
Finkel Law Firm
1201 Main Street, Suite 1800
Columbia, South Carolina 29201

BRADY RYAN THOMAS, ESQUIRE
Richardson Patrick Westbrook & Brickman
1730 Jackson Street
Barnwell, South Carolina 29812
bthomas@rpwb.com

REPRESENTING THE DEFENDANTS/THIRD-PARTY PLAINTIFFS:

R. WAYNE BYRD, ESQUIRE
Turner Padget Graham & Laney
2411 North Oak Street, Suite 301
Myrtle Beach, South Carolina 29577
wbyrd@turnerpadget.com

JOHN S. WILKERSON, ESQUIRE
RICHARD S. DUKES, JR., ESQUIRE
Turner Padget Graham & Laney
40 Calhoun Street, Suite 200
Charleston, South Carolina 29401
jwilkerson@turnerpadget.com
rdukes@turnerpadget.com

REPRESENTING BIG WATER RESORT, LLC:

NEIL S. HALDRUP, ESQUIRE
Wall Templeton
145 King Street, Suite 300
Charleston, South Carolina 29401
neil.haldrup@walltempleton.com

REPRESENTING M.B. HUTSON:

M.B. HUTSON, PRO SE
PO Box 2755
Orangeburg, South Carolina 29116

1 ALSO PRESENT:

2 JIMMY "STEVE" LOVELL
3 SUSAN STROMAN
4 GEORGE STROMAN
5 RICHARD CLARK
6 JIM JOYCE

7 MICHAEL CARR, VIDEOGRAPHER
8 Clearview Legal Video
9 (843) 557-7138

10 TACK HARGROVE (Law Clerk, Richardson Partick
11 Westbrook & Brickman)
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 I N D E X

2 Testimony of M.B. Hutson

3 Direct Examination by Mr. Byrd.....6

4 Cross-Examination by Mr. Thomas.....311

5 CERTIFICATE.....328

6 I N D E X O F E X H I B I T S

7 Exhibit No. 103 - Notice of Videotaped Deposition.....6

8 Exhibit No. 104 - M.B. Hutson - Driver's License.....11

9 Exhibit No. 105 - Membership Interest Purchase Agreement.....31

10 Exhibit No. 106 - 12/28/10 E-mail from Lovell to Tucker; Schedule 4.(a)(iii); Fixed Assets; 12/22/10 E-mail from Baxley to Lovell; Accounts Payable (Estimated) January 2011.....44

11 Exhibit No. 107 - Pool Photos.....63

12 Exhibit No. 108 - 11/20-21/13 E-mails from Hutson to Harper.....67

13 Exhibit No. 109 - 12/19/13 Letter from Hutson to Clark.....75

14 Exhibit No. 110 - Southeast Publications Invoice and Ads.....89

15 Exhibit No. 111 - State of Tennessee, County of Rhea Complaint by Tucker.....100

16 Exhibit No. 112 - Hutson Mug Shot.....103

17 Exhibit No. 113 - Big Park Management Articles of Incorporation.....131

18 Exhibit No. 114 - BWR, Inc. Articles of Incorporation.....140

19 Exhibit No. 115 - EIN Assignment to Morris B. Hutson.....149

20 Exhibit No. 116 - Bank of Clarendon Records The Bank of Clarendon 00014-72....161

21 Exhibit No. 117 - First Citizens Records for Big Park Management - 2011.....200

22 Exhibit No. 118 - BWR, Inc. Statement of Account....209

23 Exhibit No. 119 - First Citizens Records for Big Park Management - 2013.....214

24 Exhibit No. 120 - First Citizens Records for Big Park Management - January 2014.....222

25 Exhibit No. 121 - First Citizens Records for Big Park Management - February 2014.....222

26 Exhibit No. 122 - Document Entitled "Class Action"..226

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

1 remember correctly.

2 Q. Okay. And that referral to Renee would have
3 been in or around October of 2010, correct?

4 A. It would have been around then; 2009,
5 perhaps.

6 Q. 2009?

7 A. Well, 2010, around -- prior to December,
8 couple of months earlier than that.

9 Q. Okay. So that would have been October of
10 2010 --

11 A. Around --

12 Q. -- correct?

13 A. Around.

14 Q. All right. And you asked her what she knew
15 about Big Water Resort, correct?

16 A. No, sir.

17 Q. What did you ask her?

18 A. I told her I was looking for an investment,
19 to develop property, and did she know of anything in
20 her area? And she gave me a couple of pieces of
21 property, verbally, that she knew of. And then she
22 kind of stopped, and then hesitated, and then she said
23 she knew of a property that was a campground, but it
24 was a hush-hush deal, and the -- she didn't have it
25 listed.

1 So I said, I'm not really interested in a
2 campground. I want property to develop.

3 And she said, Well, this can be developed.

4 So that's the way it started.

5 Q. Okay. And, exactly, how were you going to
6 develop any kind of property, Mr. Hutson? Where were
7 you going to get the money to do that?

8 A. Pre-sales.

9 Q. Okay. At that time, when you contacted her
10 in October of 2014, you were dead broke, weren't you?

11 A. I didn't -- yeah, let's word it the way you
12 want to word it, dead broke.

13 Q. Okay.

14 A. But I have the ability to put together -- I
15 was dead broke when I put together Turners Cove.

16 Q. All right.

17 A. And I -- so I have the ability to put
18 together a deal, if it's a legitimate deal, if I'm not
19 being lied to and defrauded and misled.

20 Q. All right, sir. So the fact of the matter
21 is, at the time you talked to Renee Roark, talking
22 about developing property, you didn't have the personal
23 financial wherewithal to develop anything; is that
24 correct?

25 A. I don't need that to develop.

Exhibit

33

Exhibit HH

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

COURT OF COMMON PLEAS

TLC HOLDINGS)
PLAINTIFF,)

v.)

TRANSCRIPT OF RECORD
15-CP-14-615

M.B. HUTSON,)
DEFENDANT.)

January 22-25, 2018
Manning, South Carolina

BEFORE :

THE HONORABLE GEORGE M. MCFADDIN, JR., JUDGE;
AND JURY

APPEARANCES:

JOHN S. WILKERSON, III, ESQ.
R. WAYNE BYRD, ESQ.
WILLIAM H. JOHNSON, ESQ.
Attorneys for the Plaintiff

FRANCIS J. GORDON, ESQ.
ANDREW B. SPRADLIN, ESQ.
Attorneys for Defendant

FRANCES B. RAY, RPR
Circuit Court Reporter

INDEX

	Page
Pretrial matters	1
Qualifying of jury panel	11
Striking of the jury	27
Preliminary remarks by the Court	31
Opening remarks by Mr. Wilkerson	39
Opening remarks by Mr. Gordon	54
Richard Clark:	
Direct examination	72
Proffered examination	186
Cross-examination	197
Redirect examination	310
William R. Padgett:	
Direct examination	317
Cross-examination	357
Redirect examination	364
Renee Roark:	
Direct examination	376
Cross-examination	411
Redirect examination	433
Susan Stroman:	
Direct examination	430
Cross-examination	450
Redirect examination	459
Steve Lovell:	
Direct examination	461
Cross-examination	518
Directed verdict motion	582
Deposition of Bonnie Youmans	603
M.B. Hutson:	
Direct examination	605
Cross-examination	667
Direct verdict motion	699
Charges	704
Closing argument by Mr. Wilkerson	708
Closing argument by Mr. Gordon	725
Rebuttal argument by Mr. Wilkerson	749

EXHIBITS

STATE'S:

No.	Description	I.D./EVD.
1	Lease purchase agreement	8/136
2	Hutson email	8/136
3	Letter from Harper	8/136
4	Tucker email	8/136
5	Linda Baxley email	8/136
6	Hutson attorney letter	8/136
7	Weissenstein letter	8/136
8	Eviction papers	8/136
9	Weissenstein letter	8/136
10	Big Water annual financials 2003-2010	8/136
11	Consolidated financials Big Water	8/136
12	Postcard	8/136
12-A	Postcard	8/136
13	Roark email	8/136
14	Roark email	8/136
15	Big Water, LLC membership interest purchase agreement with schedules	8/136
16	Lovell email to Tucker	8/136
17	RV park business plan	8/136
18	TLC financials	8/136
19	Lease purchase agreement	8/136
20	Big Water Resort, LLC minutes of members meeting	8/136
21	Spreadsheet	8/136
21-A	Adjustments for Thigpen's capital contribution deficiencies	8/136
22	TLC letter to members	8/136
23	Motion for temporary restraining order	8/136
24	Judge James' order	8/136
25	Hutson memo re: Claims	8/136
26	Email from Stroman	8/136
27	Class action Complaint	8/136
28	Class action amended Complaint	8/136
29	Clark email to Lovell	8/136
30	Class certification pleadings	8/136
30-B	Coversheet	8/136
31	Consent order and settlement agreement	8/136
32	Affidavit of default	8/136
33	Summons and Complaint	8/136
34	Lovell email to Baxley	8/136
35	Ripoff reports	8
36	Order sanctioning Hutson	8/697
37	Eight-five small photos	8/136

EXHIBITS (CONT.)

STATE'S:

No.	Description	I.D./EVD.
38	Google earth photo	8/136
39	Lovell to Clark - Hutson contract issues	8/136
40	Roark to Kay Shirer	8/136
41	Roark to Stroman	8/136
42	Roark to Timmons	8/136
43	Roark to Stroman	8/136
44	Roark to Stroan	8/136
45	Clark to thestromanteam	8/136
46	Stroman to Lovell and Clark	8/136
47	Clark to Lovell	8/136
48	Clark to Lovell and Harper	8/136
49	Clark to Harper and Lovell	8/136
50	Harper to Lovell and Clark	8/136
51	Harper to Harper and Lovell	8/136
52	Lovell to Harper	8/136
53	Lovell to Clark and Harper	8/136
54	Tucker to Clark and Lovell	8/136
55	Tucker to Clark and Lovell	8/136
56	Clark to Lovell	8/136
57	Harper to Lovell and Clark - site plan	8/136
58	Plat (brochure)	8/136
59	Harper to Clark and Lovell	8/136
60	Lovell to Aftlegal@gmail.com	8/136
61	Tucker to Clark and Lovell	8/136
62	Baxley to Lovell and Clark	8/136
63	Chart	8
64	Harper to Clark and Lovell	8/136
65	Harper to Clark and Lovell	8/136
66	Photo	137/136
67	Sales price from TLC	137/137

DEFENDANT'S:

No.	Description	I.D./EVD.
1	BWR Family Adventures brochure	603/605
2	BWR Lake Club rules and regulations	603/605
3	BWR Family Adventures for Life advertisement	603/605

EXHIBITS (CONT.)

DEFENDANT'S:

No.	Description	I.D./EVD.
4	Mission Statement & About the Owners	603/605
5	Letter from Thigpen to Clark & Lovell	603/605
6	BWR business scenarios	603/605
7	BWR business plan	603/605
8	Email re: press release fact sheet	603/605
9	BWR fast facts	603/605
10	BWR 2004 marketing plan	603/605
11	BWR feature story	603/605
12	Letter to Summerton mayor from Thigpen re: Water and sewer services	603/605
13	Letter to Summerton mayor from B.P. Barber & Associates re: Possible water line extension	603/605
14	Letter to Thigpen from Summerton mayor re: Denial to fulfill water service request	603/605
15	Letter to Thigpen from Timmons Engineering re: BWR analysis for condos	603/605
16	Email to M.B. Hutson from Ken Parnell re: Tap fee	603/605
17	Email to Ken Parnell from M.B. Hutson re: Number of tie-ins to be given	603/605
18	Letter to Charles Parnell from Public Works of Summerton re: Water and service for proposed BWR cabin developments	603/605
19	Correspondence to Mr. Hutson from Summerton Public Works re: SC DHEC approval of wastewater system improvements	603/605
20	Email chain re: Summerton capacity and consent order and moratorium	603
21	Email from Clark to Lovell	603/605
22	Email chain re: Fiscal issues	603/605
23	BWR members meeting	603/605
24	TLC members meeting	603/605
25	Emails from Lovell re: BWR & TLC capital calls	603/605
26	Letter from BWR to Robert & Laura Fowler re: Collection of account balance	603/605
27	BWR U.S. Return of Partnership Income	603/605
28	Email from Clark to Lovell	603/605
29	Email from Lovell to Andrew Tucker re: list of debts and obligations	603/605
30	Total fixed assets list	603/605

EXHIBITS (CONT.)

DEFENDANT'S:

No.	Description	I.D./EVD.
31	BWR financial condition	603/605
32	Title search	603/605
33	Emails re: Wiring instructions	
34	Lease purchase agreement	603/605
35	Membership Interest Purchase Agreement	603/605
36	Assignment of Membership Interest Agreement	603/605
37	Pledge Agreement	603/605
38	Payments by Hutson	603/605
39	Letter from Wells Fargo re: Financing	603/605
40	Promissory note	603/605
41	Letter to Hutson from Rikard Enterprises	603/605
42	Emails to Mr. Hutson from camp members	603
43	Email from Charles & Diane Degnan	603
44	Email from David & Sybil Lawrence	603
45	Email from Lori Longhurst	603
46	Email from Tracy & Fran Inman	603
47	Email from member to Mr. Hutson	603
48	BWR map and contact information for Kelly Coker and Larry Stewart	603/605
49	Email from Christopher H. Jones	603
50	Letter from Van & Kim Owens	603
51	Email from Mickey Grant & Rubin Watford	603
52	Correspondence from Bonnie Youmans	603
53	Email from Gerald & Jane Yates	603
54	Handwritten correspondence from Roger Jordan	603
55	Letter from T.D. Williams re: McLeod membership	603
56	Letter from James Jackson re: McLeod membership	603
57	Complaints from campers	603
58	Postcard sent to BWR members	603/605
59	BWR membership agreement with Reeds	603/605
60	BWR membership agreement with Youmans	603/605
61	BWR membership agreement with Caulders	603/605
62	Membership purchase price and payment schedule re: Yates	603/605
63	Lifetime & Deluxe Lifetime Retail Membership Agreement	603/605
64	Class action settlement	603/605

E X H I B I T (CONT.)

DEFENDANT'S:

No.	Description	I.D./EVD.
65	4/13/12 letter from Harper to Clarendon County	603/605
66	Phase 2 plan	603/605
67	3/3/14 letter, TLC to campers	603/605
68	Plat	603/605
69	Plat - Big Water Resort	603/605
70	Tax partial photo	603/605
71	Tax parcel photo	603/605
72	Tax parcel photo	603/605
73	Tax parcel photo	603/605
74	Tax parcel photo	603/605
75	Tax parcel photo	603/605
76	Email	603/605
77	Email	603/605
78	Email	603/605
79	Email	603/605

COURT'S:

1	Ripoff report	512
2	Deposition of Bonnie Youmans	605

DW - M. HUTSON - DIRECT

1 in please.

2 (WHEREUPON, the jury was returned to the
3 courtroom at approximately 11:00, and the
4 following proceedings commenced in open
5 court.)

6 THE COURT: Mr. Gordon.

7 MR. GORDON: Thank you, Your Honor. At
8 this time the defendant calls Mr. M.B. Hutson to the
9 stand.

10 THE CLERK OF COURT: Place your left hand
11 on the Bible, raise your right hand. Repeat your
12 name please.

13 THE WITNESS: M.B. Hutson.

14 WHEREUPON,

15 **M.B. HUTSON,**
16 having been duly sworn by the Clerk, testified
17 as follows:

18 THE WITNESS: Good morning, Judge. Good
19 morning, ladies and gentlemen of the jury.

20 **DIRECT EXAMINATION**

21 BY MR. GORDON:

22 Q Please state your name for the record, please,
23 sir.

24 A M.B. Hutson.

25 Q Mr. Hutson, you spell your last name H-U-T-S-O-N?

DW - M. HUTSON - CROSS

1 or no, Mr. Hutson, and then you can explain.

2 THE WITNESS: Ask the question again
3 please.

4 BY MR. WILKERSON:

5 Q Yes, sir. Isn't it true, Mr. Hutson, that the
6 reason you gave an incorrect spelling for your name
7 when you met with Mr. Lovell and Mr. Clark on
8 December the 9th, 2010, is because you knew that if
9 they had looked up the correct spelling on the
10 internet they would found some bad information about
11 you?

12 A No, sir.

13 Q That's not true?

14 A I repeat myself, no, sir, and with an
15 explanation. I'll tell you something that you're
16 not aware of. The second day that I moved into the
17 cabin I got a telephone call from someone that I
18 didn't know. He identified himself as Tom Harper
19 and he represented TLC. He said, is this Mr.
20 Hutson. I said, yes.

21 MR. WILKERSON: Your Honor, if I could,
22 this is a speech.

23 THE COURT: Mr. Hutson, stop please.

24 THE WITNESS: Okay.

25 THE COURT: Go ahead, sir.

DW - M. HUTSON - CROSS

1 BY MR. WILKERSON:

2 Q Same deposition, Mr. Hutson, page 93. "Why did
3 you sign those documents as M.B. Hudson spelled
4 H-U-D-S-O-N?" Answer, "Because I just signed it
5 that way because of the website." "Okay. So you
6 did not want Mr. Clark and Mr. Lovell to know who
7 you really were; is that right?" "Well, that's a
8 bunch of crap on the website." Did you say that
9 before?

10 A You just read it.

11 Q Well, I know, but you disagreed with me the last
12 time I read something that you said. Is that what
13 you said before?

14 A I agree with what you just read is what you just
15 read.

16 Q Okay. And that is, in fact, the reason why you
17 gave an incorrect spelling for your name to Mr.
18 Lovell and Mr. Clark, correct?

19 A No, sir, it was not.

20 Q Okay, let's move on.

21 A Please do.

22 Q You also told them in that meeting that you were
23 about to come into some big money; didn't you?

24 A I did indeed.

25 Q Told them you were going to come into 35 million

DW - M. HUTSON - CROSS

1 dollars in a settlement in Georgia.

2 A Yes, sir.

3 Q In a lawsuit, right?

4 A I, okay. I said I was -- it was likely that I
5 was going to come into a lot of money, yes.

6 Q Okay. And isn't it true, Mr. Hutson, that no
7 lawsuit had ever been filed?

8 A That is true with an explanation. The attorney
9 handling that was in Atlanta, and I decided not to
10 go through with it.

11 Q Isn't it true that no attorney would agree to
12 take your case, Mr. Hutson?

13 A That is incorrect.

14 Q Okay. Now did you tell them at that time,
15 Mr. Hutson, that you were flat broke?

16 A I don't know if I used that terminology. I
17 simply said -- they asked me how much can I pay
18 down. I said I can pay down 10-dollars.

19 Q Don't you think that somebody that you're about
20 to go into a deal where you're agreeing to pay 6 or
21 7 million dollars for a piece of property and
22 500,000 dollars for a company, don't you think they
23 would want to know that they're dealing with
24 somebody who is flat broke?

25 A If I had been in their shoes I would not have

DW - M. HUTSON - CROSS

1 before or after, you knew about it then. You got to
2 deal with these 60 years of memberships. You had
3 decided by that time that I didn't really know what
4 I was getting into; hadn't you?

5 A No, sir. I took -- I accepted the long term 70
6 year memberships. I was given a formula that I only
7 have to have 20 camp sites and still be legal so I
8 could work with 20 camp sites and still do my
9 development, and that's why I contacted Renee.

10 Q All right. So Mr. Hutson, I wrote down when you
11 testified this morning. You realized two months
12 after you bought the company, you realized you were
13 not gonna be able to make any money. You had a
14 payroll of 300,000-dollars a year and it was dying.
15 Did I remember your testimony correctly?

16 A I might have -- you might have written that down
17 exactly the way I saw it or said it today, but we're
18 looking back five years ago. I don't think that I
19 reached that conclusion in two months.

20 Q Well, you reached it in two months, three months,
21 four months, five months, sometime in that first
22 year; didn't you?

23 A I'm guessing three months, three-and-a-half.

24 Q Okay, three-and-a-half months. Now so far you
25 had 10 dollars in the deal, right?

DW - M. HUTSON - CROSS

1 A That's correct, and I had an obligation of 470
2 husband, wives, and children.

3 Q Okay. But you had paid 10-dollars so far out of
4 your pocket, right?

5 A That's right.

6 Q You were flat broke?

7 A That's right.

8 Q And you realized that it was not gonna be able to
9 work. Why didn't you just pick up the phone, call
10 Richard Clark and say, Mr. Clark, I'm walking away
11 from this, you keep my 10-dollars. Why didn't you
12 just walk away from it?

13 A Well, I will answer that question. First of all,
14 I was already obligated to the members so if I
15 walked away I was trapped. The moment I signed to
16 buy the memberships I was in a box. That was the
17 whole, that was the trap, that was the fraud.

18 Q Well, Mr. Hutson, isn't it true that the reason
19 that you didn't call Mr. Clark, the reason that you
20 didn't pull the plug, the reason that you didn't ask
21 him for the 10-dollars back or tell him to keep the
22 10-dollars was because you were, you had a great
23 cash flow revenue coming in through that campground;
24 isn't that true?

25 A That is not true.

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Civil Action No. 2021-CP-380-0132

MB Hutson/MB Hudson,

Plaintiff,

vs.

John Deere Equipment and Financial
Company

Defendants.

AMENDED COMPLAINT

BAD FAITH FINANCING

DEMANDING JURY TRIAL

AMENDED COMPLAINT

CLERK OF COURT
ORANGEBURG, SC

2021 FEB 16 AM 10:35

FILED FOR RECORD
MINNIE B. CLARK

COMES now Plaintiff, MB Hutson, who states the following:

1. John Deere sold and financed the following equipment to OHF, LLC, a South Carolina Company: one back-hoe, one 450 (small) bulldozer, one utility tractor (for cutting weeds) and a small amount of attachments (all are listed below) and all were delivered by Defendant's representatives to vacant land for the sole purpose of clearing and developing approximately eighty-three (83) acres in Orangeburg County, South Carolina, for private homes. In addition, John Deere offered a \$20,000.00 line of credit to OHF for rental equipment prior to purchasing the equipment: serial numbers on the itemized equipment listed above that is financed through John Deere Financial are as follows:

5065 Utility Tractor 1PY5065EALK109464

520M Loader 1P0520MXJLD065186

MX6 Rotary / Flail Cutter 1P00MX6CTLP077453

BB21 Box Scraper / Box Blade 1XFBB21XCK0003206

310L Wheel Loader Backhoe 1T0310LXKKF357342

CRAWLER DOZER 1T0450KXLKF368147

2. John Deere offered deferred payments of 3 months due to the national emergency caused by the Covid19. Since then, the Covid19 has worsened astronomically which directly caused the costs of building materials to skyrocket, some 70 percent above normal. This Plaintiff did all the work on the subdivision using this equipment.

3. Developer/Plaintiff has this subdivision approved and surveys completed. Also, he has been assigned the OHF, LLC. Furthermore, Plaintiff plans to dissolve the LLC. Plaintiff has *attempted* to coordinate this 50-lot subdivision by acquiring buyers who would purchase the lots as well as a new home in a consolidated purchase with their perspective banks. This part has been hampered by the inflated building materials cost(s) due to the Covid 19 issue negatively impacting suppliers and costs.

4. Unfortunately, Hutson/Plaintiff has been unable to complete the execution of contracts due to the "out of control" inflation of construction costs, and particularly building materials (see item #3 above). Consequently, Covid19 has brought this project to a FULL halt. The plan to sell and close concurrently with multiple buyers can NOT move forward until the Covid 19 is under control, either by way of a vaccine available to the general public or some other unknown circumstance that would allow workers to go back to work who make, develop and produce the needed building materials and appliances. This effects not only the United States, but the entire world. The Covid19 is truly an unprecedented national emergency.

5. The development can easily create the funds to make all payments current in a timely manner but for right now, making the monthly payments of approximately \$16,000.00 per

month is *not at all possible*. When the aforementioned equipment was purchased, the understanding was a *pay-off at the time of a concurrent closing*.

Count One:

John Deere's agent sold the equipment knowing full-well that *this project was dependent on a concurrent closing* which has not yet occurred, and has been postponed due to the Covid19 which caused gross inflation to the materials market. Using Ms. Exum's *personal credit rating-- which was high--* John Deere never considered if the OHF, LLC, or Ms. Exum, could honor any type of monthly payment, for the understanding was explicitly for the concurrent closing on the lots/houses to be the method of payment for the equipment.

Count Two:

John Deere's agent was aware that OHF had no assets or means of making payments accept by way of the concurrent closing. That was clearly explained to John Deere's agents prior to the 'sale' and delivery of equipment by John Deere.

Count Three:

John Deere has the absolute ability to defer all payments for seven (7) months starting from a new date of an amended agreement, as John Deere is a multi-billion dollar company.

Count Four:

John Deere should have taken into full consideration the Covid19 and the possible negative effects on the country and the project. John Deere could have required more difficult and rigid payment requirements (considering the total cost to be approx. \$250,000.00 dollars).

Instead, Defendants relaxed their financial rules purposely to entice this buyer (Plaintiff), who was dependent upon a smooth and predictable economy, to execute the concurrent closing. John Deere was fully aware that the only way the payoff could occur would be via a concurrent closing.

6. Plaintiff had enough buyers to have a concurrent closing. However, not knowing what each house would cost (due to the inflated building material costs caused by Covid19) prevented Plaintiff from executing definitive contracts with Buyers due to the inflated building material costs which existed all over the country. Those increases (and in some cases unavailability) could easily have raised the construction cost by fifty (50) percent on each house. Lenders would only appraise at the pre- Covid 19 rates, and would NOT allow for inflated building materials costs caused by Covid 19.

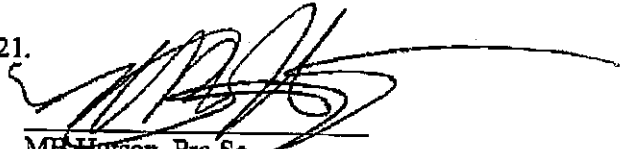
7. Deferred time for full payments is the only fiscally viable solution. Plaintiff reminds the Honorable Court that John Deere intentionally failed to investigate if the Buyer could afford monthly payments thus proving that method of payment was to be a concurrent closing.

8. Plaintiff has filed a lien on the equipment. Plaintiff merely asks:
- a. a new written contract be drawn allowing for a concurrent closing, (incl. the Power Plan (#89621618071), to be paid in full at a concurrent closing that will be scheduled not more than seven (7) months after the date of that new, fully executed agreement, and
 - b. eliminate the Power Plan's 20% interest rate,

Plaintiff now prays the following:

1. That John Deere Financial be required to:
 - a) issue a new agreement with Plaintiff:
 - i. concurrent closing will be scheduled within seven months beyond the date of a new fully executed agreement;
 - ii. John Deere Financial will accept full payment directly from the closing attorney;
 - iii. Power Plan (rental) will be without interest, due to the Covid 19 pandemic and be paid in full at the concurrent closing as previously agreed;
2. Should John Deere attempt to foreclose on the equipment, (including the power plan (rental) the Court will order that:
 - i. any and all costs of a foreclosure would be carried by Defendant due to the Covid19 national emergency, and include
 - ii. "no financial harm" to the Original Buyer, who was formerly involved in this transaction. This includes no negative credit reporting as Covid19 is an international disaster *and* furthermore, John Deere understood that payment would be by way of a concurrent closing.
3. Should John Deere pick-up, counter-sue, or foreclose on the equipment with this Plaintiff, (including the power (rental) plan)), John Deere Financial be required to pay this Plaintiff the sum of one hundred eighty thousand dollars (\$180,000.00) as they would be depriving this Plaintiff of the ability to honor the debts of the former agreements by preventing Plaintiff from creating various ditches and French drains to lower the water table on all of said property due to the lack of equipment.
4. A jury trial is demanded.

Respectfully submitted this sixteenth day of February, 2021.

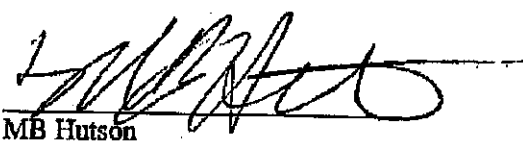


MB Hutson, Pro Se
P. O. Box 2755
Orangeburg, S.C. 29116-2755
803.308.2714
hmr226621@gmail.com

NOTICE: A Lis Pendens is filed this 16th day of February 2021, to include the following equipment by name and serial numbers:

	<u>S/N</u>
John Deere Utility Tractor 5065	1PY5065EALK109464
John Deere Loader	1P0520MXJLD065186
John Deere Rotary / Flail cutter	IPOOMX6CTLP077453
With Box Scraper / Box Blade	IXFBB21XCK0003206
John Deere Wheel Loader Backhoe	IT0310LXKKF357342
John Deere Crawler Dozer	IT0450KXLKF368147

Filed on this 16th Day of February, 2021.



MB Hutson
P.O. Box 2755
Orangeburg, SC 29116-2755
803.308.2714
hmr226621@gmail.com

Service: see next page.

SERVICE: Both the Summons and Complaint and the Amended Complaint will be served (together) on the Defendant by the Rock Island County Sheriff (309) 794 – 1230, (Illinois):

John Deere Financial
One John Deere Place
Moline, Illinois 61265.
(309) 765 – 1600,

and will be subsequently filed at the Orangeburg County Courthouse, S. C., upon service verification receipt from the Sheriff.

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-14-0615

TLC HOLDINGS, LLC, RICHARD)
CLARK, AND JIMMY S. LOVELL,)
)
Plaintiffs,)
)
v.)
)
M.B. HUTSON A/K/A M.B HUDSON,)
)
Defendant.)

**MOTION FOR STAY
OF EXECUTION OF JUDGMENT**

Pursuant to S.C. Code Ann. §18-9-130 and Rule 62, S.C.R.Civ.P., defendant hereby moves for an order of this Court staying any execution of any judgment entered or to be entered in this matter, and in support thereof shows the Court as follows:

1. A jury rendered a verdict against defendant in this matter on 26 January 2018 in the amount of \$3.5 million. Defendant's post-trial motions were denied by this Court on 19 April 2018.
2. Defendant expects to give notice of appeal in this matter to the South Carolina Court of Appeals.
3. Defendant is financially unable to pay any amount of bond or surety or guarantee of payment in this matter, as evidenced by the attached affidavit of defendant and deposition of defendant's fiancée, Cindy Exum.
4. As defendant's affidavit establishes, he has had no monthly income for two years other than a \$517 monthly social security check.
5. Further, defendant does not own any cars, boats, homes, horse trailers, or other assets that would allow him to pay even \$15,000.00, per his affidavit.

6. Defendant is unable to borrow \$15,000.00, according to his affidavit.

7. Defendant has no checking accounts nor credit cards, according to his affidavit.

8. As of 19 May 2015, defendant's fiancée testified in a related matter that defendant lives in her house in Orangeburg, South Carolina. See deposition of Cindy Exum at 6 (attached). Ms. Exum owns that home and defendant pays rent of \$200 per month in cash or groceries. Id. At 7.

9. According to Ms. Exum's testimony, defendant had no income other than his Social Security check.

10. For these reasons, defendant asks that the Court stay execution of this judgment until such time as all of his appeals in this matter are concluded.

This the 3rd day of May, 2018

MILLBERG GORDON STEWART PLLC

s/Frank J. Gordon

S.C. Bar No. 71769

Attorney for the Defendant

Millberg Gordon Stewart PLLC

1101 Haynes St., Ste. 104

Raleigh, NC 27604

919-836-0090

fgordon@mgsattorneys.com

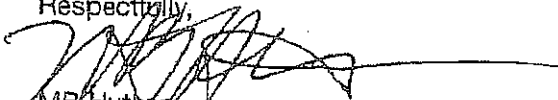
AFFIDAVIT OF MB HUTSON

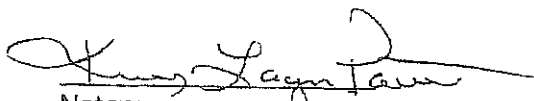
I MB Hutson hereby swear to the following statements:

1. For over two years I have not had any monthly income other than the \$517.00 from social security.
2. I do not have any funds set aside in order to pay \$15,000.00 dollars.
3. I do not have any checking accounts nor credit cards.
4. When I left Big Water Resort in 2014, I did not hide any large sums of money that would allow me to pay \$15,000.00 dollars.
5. No one has any evidence that I have more than \$517.00 dollars income each month.
6. I do not own any cars, boats, homes, horse trailers nor any other assets that could possibly allow me to pay \$15,000.00 dollars at the present time.
7. I can not borrow the \$15,000.00.

Prepared and written on this 29th day of 2017

Respectfully,


MB Hutson


Notary

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
Civil Action No. 2:14-cv-01583-DCN

William Reed, Donna Reed, Bonnie)
Youmans, Jane Yates, Phillip)
Caulder, all individually and for)
the benefit and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

Big Water Resort, LLC, TLC)
Holdings, LLC, Richard Clark,)
James Thigpen, Jimmy "Steve")
Lovell, and Ocoee, LLC,)

Defendants.)

TLC Holdings, LLC, Richard Clark,)
James Thigpen, Jimmy "Steve")
Lovell, and Ocoee, LLC,)

Third-Party Plaintiffs,)

v.)

M.B. Hutson a/k/a M.B. Hudson,)

Third-Party Defendant.)

DEPOSITION OF: CYNTHIA EXUM
DATE TAKEN: Tuesday, May 19, 2015
TIME: 4:00 P.M.
PLACE: Turner Padget
1901 Main Street, 17th Floor
Columbia, South Carolina
REPORTED BY: MARY ANN RIDENOUR, RPR, CLR
Registered Professional Reporter,
Certified LiveNote Reporter
and Notary Public

POST OFFICE BOX 21784
CHARLESTON, SC 29413-1784

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

Testimony of Cynthia Exum

 Direct Examination by Mr. Wilkerson.....4
 Cross-Examination by Mr. Hutson.....91

CERTIFICATE.....109

I N D E X OF E X H I B I T S

Exhibit No. 144 - Materials Produced by Ms. Exum....26

S T I P U L A T I O N S

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is waived by the Deponent.

1 (The deposition commenced at 4:13 P.M.)

2 CYNTHIA EXUM, SWORN.

3 DIRECT EXAMINATION BY MR. WILKERSON:

4 Q. Good afternoon, Ms. Exum. My name is John
5 Wilkerson. I'm a lawyer.

6 A. Hello.

7 Q. I represent the defendants in a lawsuit
8 that's been filed with regard to Big Water Resort. You
9 have been listed as a witness, and we're here to take
10 your deposition. I believe you were served with a
11 subpoena to be here.

12 A. I was.

13 Q. Okay. Could you give us your full name,
14 please?

15 A. Cynthia, will be Phillips, Exum.

16 Q. And that's E-x-u-m?

17 A. Uh-huh.

18 Q. And, Ms. Exum, have you ever had your
19 deposition taken before?

20 A. No.

21 Q. Okay. Well, let me give you a few of the
22 ground rules, if I may. Some of these lawyers and I
23 will probably ask you some questions. Well, I'm going
24 to ask you a series of questions. Mr. Hutson may ask
25 you some questions. He represents himself. And all we

- 1 Q. -- words.
- 2 A. Uh-huh.
- 3 Q. Yes, ma'am. So yes and no, and those types
4 of things are more --
- 5 A. Okay.
- 6 Q. Are much better than those responses, okay?
- 7 A. Yes.
- 8 Q. All right. Now, what is your address, Ms.
9 Exum?
- 10 A. 1545 Biltmore Street, in Orangeburg.
- 11 Q. And how long have you lived there?
- 12 A. Ten, 12 years, something.
- 13 Q. Do you own that home?
- 14 A. I do.
- 15 Q. Okay. Is there a mortgage on it?
- 16 A. Some.
- 17 Q. All right. And does anyone live there with
18 you?
- 19 A. Uh-huh.
- 20 Q. Who does?
- 21 A. Hutson does.
- 22 Q. Mr. Hutson, is he your roommate or do you
23 live there as a couple?
- 24 A. Is he a roommate?
- 25 Q. I mean, does he rent a room from you or does

- 1 he live with you as a couple? I mean, is that --
- 2 A. He rents room space.
- 3 Q. Okay. Do you share a room with Mr. Hutson?
- 4 A. Well, we share the kitchen and the living
- 5 areas.
- 6 Q. You sleep in separate bedrooms?
- 7 A. Sometimes.
- 8 Q. Sometimes you don't?
- 9 A. Uh-huh.
- 10 Q. Okay. Now, does Mr. Hutson pay you rent?
- 11 A. Yes. I forgot.
- 12 Q. All right. And what are the terms under
- 13 which he pays you rent?
- 14 A. About 200 a month. Sometimes that comes in
- 15 contributions towards groceries in lieu of.
- 16 Q. All right. And is he regular about paying
- 17 the 200 or is that an irregular payment?
- 18 A. He's pretty regular.
- 19 Q. Okay. What are his sources of income, to
- 20 your knowledge?
- 21 A. Well, to my knowledge, he has Social
- 22 Security.
- 23 Q. Anything else?
- 24 A. Not that I know of.
- 25 Q. Okay. How about you, are you employed?

Exhibit C

Tim J. Newton

From: H Hutson <hutson4444@gmail.com>
Sent: Friday, March 26, 2021 10:23 AM
To: CManningLC@sccourts.org; Laura R. Baer; Tim J. Newton
Subject: Fwd: Appellant's Response and Proof of Service
Attachments: 10 pg AP response 2 RESP MOT 2 Strike APP's 'Memorandum' 3521; Notice 3821; AP's Reply Brief 311021; & Req 4 Sanctions.pdf

Judge Manning:

I am sending this recent response which I have filed in one of the APPEALLANT Cases against Penn America/Global and Respondents to give you an idea of what's going on. You can find this entire case (# 2020-001708) on line, as you are probably aware. What I filed and what you will see is true and accurate. I am certain that I will justly receive a remand to a jury from the Appellant Court as it is easy to prove the fraud and extrinsic fraud. I filed suit against Penn America and Global Indemnity once Newton slipped up and told me that he was aware of the on going extrinsic fraud. They had a legal duty to report the fraud but have refused to. Newton cannot be trusted for truth. Perhaps there should be no new hearing and simply allow the Appellate Court to direct my case through to a jury.

I was under the impression that a new trial would be proper since the Respondents are part of the reason that Judge Robert E. Hood got sued. The Respondents couldn't care less about Judge Robert E. Hood. All that I am interested in is to be allowed to go to a jury and present my entire case using all the documents from the Common Pleas and Appeals Courts. The same should apply to Respondents. Nothing more and nothing less. Getting lawyers to be honest is like pulling their teeth. If I can get a order for a jury trial, I am willing to dismiss my cases in the Appellant Court and allow a 12 person jury rule on the issues. I look forward to your wisdom in accomplishing this. I am willing to be a part of a Status Conference if it will help. God Bless You.

MB Hutson

----- Forwarded message -----

From: Mr. H <hmr226621@gmail.com>
Date: Thursday, March 25, 2021
Subject: Appellant's Response and Proof of Service
To: ctappfilings@sccourts.org
Cc: "Tim J. Newton" <tnewton@murphygrantland.com>, jmurphy@murphygrantland.com, Christian Penn Amer <cstegmaier@collinsandlacy.com>, Lbaer@collinsandlacy.com, jgrantland@murphygrantland.com

See attached.

803-308-2714

Total Control Panel

[Login](#)

To: tnewton@murphygrantland.com [Remove this sender from my allow list](#)

From: hutson4444@gmail.com

You received this message because the sender is on your allow list.

Tim J. Newton

From: Mr. H <hmr226621@gmail.com>
Sent: Monday, March 29, 2021 12:24 PM
To: CManningLC@sccourts.org
Cc: Tim J. Newton; Lbaer@collinsandlacy.com; Christian Penn Amer; J. R. Murphy; John M. Grantland
Subject: Letter Attached
Attachments: MBH letter to J. Manning 3_29_21.pdf

Total Control Panel

[Login](#)

To: tnewton@murphygrantland.com [Remove this sender from my allow list](#)
From: hmr226621@gmail.com

You received this message because the sender is on your allow list.

March 29, 2021

Re: Case # 2019-00-1488; et al.

Dear Judge Manning:

Below, please find Collins and Lacy's posted "*Limitations on Punitive Damage Limits*" from their website. You recall, I am sure, that Laura Baer and Christian Stegmaier are with that firm which presently represents Penn America and Global Indemnity (PAGI).

As you are aware, I have been seeking a jury trial for years. It will be so easy to prove PAGI and their attorneys, both presently and formerly (Collins & Lacy P.C. and Murphy Grantland, P.A.) intentionally failed to act on the right side of the law, which grossly and negatively impacted me, the policy holder, merely to

1. make money for themselves,
2. save monies for the insurance companies, and
3. protect fellow attorneys in the state of S.C. who created the underlying and subsequent extrinsic fraud upon the courts.

Collins and Lacy, themselves, state on their company website:

- (1) the wrongful conduct proven under this section was motivated primarily by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was known or approved by the managing agent, director, officer, or the person responsible for making policy decisions on behalf of the defendant;
- (2) Keeping my eye on the hearing in front of Judge Nettles who also intentionally ignored the active fraud and extrinsic fraud upon his court while rewarding the dishonest PAGI attorneys, since the statue has not yet expired..

(read full articles below)

M.B. Hutson

Limitations on Punitive Damages Limits

by Kelsey Brudvig

In a published 2-1 opinion, the South Carolina Court of Appeals recently held that where a national corporation failed to assert the punitive damages caps articulated in Section 15-32-530 as an affirmative defense, the defense was waived. As a result, the Court of Appeal upheld a 45:1 ratio punitive damages to compensatory damages award.

In 2014, while in the parking lot of Target, Appellant's daughter picked up a syringe from the parking lot and asked Appellant what it was. Appellant subsequently swatted the syringe from her daughter's hand. When Appellant swatted the syringe, the syringe punctured her right palm. Appellant reported the incident to Target's store manager, after which photographs were taken of the syringe lying in the parking lot, and incident report was completed, and the syringe was placed in a bag labeled "Do Not Touch." Appellant was advised to seek medical treatment.

In seeking medical treatment, Appellant was referred to an infectious disease specialist, who collected a blood sample to have tested for HIV and hepatitis and Appellant was prescribed medications targeting at preventing HIV and hepatitis. Appellant suffered from dizziness and upset stomach as a result of the medication.

The case proceeded to trial and the jury subsequently returned a verdict in favor of Appellant, which included \$100,000 in compensatory damages and

\$4.5 million in punitive damages, 45 times the compensatory damages award. Following trial, the trial court granted Target's motion for a JNOV as to punitive damages. Appeal on this issue (as well as other issues) followed.

For purposes of this article, the Court of Appeals addressed the following issue: Did Target waive the application of the punitive damages cap set forth in Section 15-32-530?

Section 15-32-530 sets forth the following caps on punitive damages:

(A) Except as provided in subsections (B) and (C), an award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars.

(B) The limitation provided in subsection (A) may not be disclosed to the jury. If the jury returns a verdict for punitive damages in excess of the maximum amount specified in subsection (A), the trial court should first determine whether:

(1) the wrongful conduct proven under this section was motivated primarily by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was known or approved by the managing agent, director, officer, or the person responsible for making policy decisions on behalf of the defendant; or

(2) the defendant's actions could subject the defendant to conviction of a felony and that act or course of conduct is a proximate cause of the plaintiff's damages;

If the trial court determines that either item (1) or (2) apply, then punitive damages must not exceed the greater of four times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of two million dollars and, if necessary, the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by this subsection. If the trial court determines that neither item (1) or (2) apply, then the award of punitive damages shall be subject to the maximum amount provided by subsection (A) and the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by subsection (A).

(C) However, when the trial court determines one of the following apply, there shall be no cap on punitive damages:

(1) at the time of injury the defendant had an intent to harm and determines that the defendant's conduct did in fact harm the claimant; or

...

S.C. Code Ann. § 15-32-530 (emphasis added).

Code of Laws

2013 South Carolina Code of Laws

Title 15 - Civil Remedies and Procedures

CHAPTER 32 - NONECONOMIC DAMAGE AWARDS

SECTION 15-32-530. Awards not to exceed certain limits; Board of Economic Advisors to calculate adjustments to maximum awards; publication in State Register.

Universal Citation: SC Code § 15-32-530 (2013)

(A) Except as provided in subsections (B) and (C), an award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars.

(B) The limitation provided in subsection (A) may not be disclosed to the jury. If the jury returns a verdict for punitive damages in excess of the maximum amount specified in subsection (A), the trial court should first determine whether:

(1) the wrongful conduct proven under this section was motivated primarily by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was known or approved by the managing agent, director, officer, or the person responsible for making policy decisions on behalf of the defendant; or

(2) the defendant's actions could subject the defendant to conviction of a felony and that act or course of conduct is a proximate cause of the plaintiff's damages;

If the trial court determines that either item (1) or (2) apply, then punitive damages must not exceed the greater of four times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of two million dollars and, if necessary, the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by this subsection. If the trial court determines that neither item (1) or (2) apply, then the award of punitive damages shall be subject to the maximum amount provided by subsection (A) and the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by subsection (A).

(C) However, when the trial court determines one of the following apply, there shall be no cap on punitive damages:

(1) at the time of injury the defendant had an intent to harm and determines that the defendant's conduct did in fact harm the claimant; or

(2) the defendant has pled guilty to or been convicted of a felony arising out of the same act or course of conduct complained of by the plaintiff and that act or course of conduct is a proximate cause of the plaintiff's damages; or

(3) the defendant acted or failed to act while under the influence of alcohol, drugs, other than lawfully prescribed drugs administered in accordance with a prescription, or any intentionally consumed glue, aerosol, or other toxic vapor to the degree that the defendant's judgment is substantially impaired.

CODE OF LAWS: CH 32

Code of Laws
2013 South Carolina Code of Laws
Title 15 - Civil Remedies and Procedures
CHAPTER 32 - NONECONOMIC DAMAGE AWARDS
SECTION 15-32-530. Awards not to exceed certain limits; Board of Economic Advisors to calculate adjustments to maximum awards; publication in State Register.

Universal Citation: SC Code § 15-32-530 (2013)

(A) Except as provided in subsections (B) and (C), an award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars.

(B) The limitation provided in subsection (A) may not be disclosed to the jury. If the jury returns a verdict for punitive damages in excess of the maximum amount specified in subsection (A), the trial court should first determine whether:

(1) the wrongful conduct proven under this section was motivated primarily by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was known or approved by the managing agent, director, officer, or the person responsible for making policy decisions on behalf of the defendant; or

(2) the defendant's actions could subject the defendant to conviction of a felony and that act or course of conduct is a proximate cause of the plaintiff's damages;

If the trial court determines that either item (1) or (2) apply, then punitive damages must not exceed the greater of four times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of two million dollars and, if necessary, the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by this subsection. If the trial court determines that neither item (1) or (2) apply, then the award of punitive damages shall be subject to the maximum amount provided by subsection (A) and the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by subsection (A).

(C) However, when the trial court determines one of the following apply, there shall be no cap on punitive damages:

(1) at the time of injury the defendant had an intent to harm and determines that the defendant's conduct did in fact harm the claimant; or

(2) the defendant has pled guilty to or been convicted of a felony arising out of the same act or course of conduct complained of by the plaintiff and that act or course of conduct is a proximate cause of the plaintiff's damages; or

(3) the defendant acted or failed to act while under the influence of alcohol, drugs, other than lawfully prescribed drugs administered in accordance with a prescription, or any intentionally consumed glue, aerosol, or other toxic vapor to the degree that the defendant's judgment is substantially impaired.

Tim J. Newton

From: Mr. H <hmr226621@gmail.com>
Sent: Friday, April 2, 2021 8:00 AM
To: CManningLC@sccourts.org; Lbaer@collinsandlacy.com; Christian Penn Amer; John M. Grantland; J. R. Murphy; Tim J. Newton
Cc: Mr. H
Subject: Case numbers 2018CP4006344 Judge Nettles common pleas and case number 2020CP4003810 Judge Hood

Good morning Judge Manning,

Please be advised that I am emailing many of my cases to U.S. Senator Lindsey Graham desperately asking his help to stop these

crooked and dishonest attorneys (Christian Stegmaier, Collins and Lacy, John Grantland, Murphy Grantland, Timothy Newton, JR

Murphy) who continue to perpetuate Fraud and Extrinsic Fraud Upon the Courts intentionally and have refused to report the

Extrinsic Fraud Upon the Courts to the Tribunals as obligated and required according to the South Carolina Rules of Professional

Conduct 2016 Edition. By their not reporting in a timely manner has caused me to be indigent.

I have served in the United States Air Force (Air National Guard) for (7) years and received an honorable discharge. I feel sure he

can help by contacting the appropriate Departments within South Carolina for these are his courts on his

watch. I am disgusted how PAGI could pay their lawyers to be so dishonest and how Common Pleas Judges can turn their eyes

to such horrible illegal conduct in order to win a case for PAGI. I am asking that Senator Lindsey Graham pull PAGI's license

to operate in South Carolina as well as their attorneys.

Respectfully submitted,

MB Hutson

803 308 2714

—
Hutsen
803-308-2714

Total Control Panel

[Login](#)

To: tnewton@murphygrantland.com

[Remove](#) this sender from my allow list

From: hmr226621@gmail.com

You received this message because the sender is on your allow list.

RECEIVED

Apr 08 2021

SC Court of Appeals

CERTIFICATE OF SERVICE

I, the undersigned, attorney for Respondents Penn America Insurance Company and Global Indemnity Group, Inc., do hereby certify that I have this date served the foregoing

RESPONDENTS' MOTION FOR INJUNCTIVE RELIEF

by causing the same to be deposited in a United States Postal Service mailbox, postage prepaid, and via electronic mail, addressed to the following:

MB Hutson/MB Hudson
Post Office Box 2755
Orangeburg, SC 29116
hutson4444@gmail.com
Pro Se Appellant

CHRISTIAN STEGMAIER
S.C. Bar No. 68648
cstegmaier@collinsandlacy.com
LAURA R. BAER
S.C. Bar No. 101076
lbaer@collinsandlacy.com
COLLINS & LACY, P.C.
1330 Lady Street, Sixth Floor
P.O. Box 12487
Columbia, SC 29211
(803) 255-0404 (phone)
(803) 771-4484 (fax)
ATTORNEYS FOR RESPONDENTS PENN AMERICA INSURANCE
COMPANY AND GLOBAL INDEMNITY GROUP, INC.

s/Timothy J. Newton
TIMOTHY J. NEWTON, ESQUIRE
S.C. Bar No. 71640
tnewton@murphygrantland.com
Post Office Box 6648
Columbia, SC 29260
(803) 782-4100
PRO SE RESPONDENT

Dated: April 8, 2021