

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas
Judge Robert Hood, Fifth Circuit

Case # 2020-CP-400-3810

Appellate # 2020-001708

RECEIVED

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SC Court of Appeals

AMENDED RECORD ON APPEAL

BINDER 6 of 6

Penn America Insurance Company and Global Indemnity
Group, LLC,

Plaintiffs/Counter Defendants,

v.

Morris Beach Hutson a/k/a M.B. Hutson,

Defendant/Counter-Plaintiff,

AND

Morris Beach Hutson a/k/a M. B. Hutson,

Third Party Plaintiff,

v.

Timothy J. Newton, Esq.; Murphy & Grantland, P.A.; Christian Stegmaier, Esq.; and
Collins & Lacy P.C.,

Third Party Defendants,

of whom Morris Hutson is the Appellant,

and Penn America Insurance Company & Global Indemnity Group, LLC; Timothy J.
Newton, Esq.; Murphy & Grantland, P.A.; Christian Stegmaier, Esq.; and Collins &
Lacy P.C., are the Respondents.

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP4003810

Penn America Insurance Company, et al
PLAINTIFF(S)

Morris Beach Hutson, et al
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Defendant Hutson filed a request for an emergency hearing, which the Court scheduled for Wednesday, February 17, 2021. The Court received the attached letter from Defendant Hutson stating that his request for the emergency hearing be cancelled, therefore, the scheduled hearing is moot and hereby cancelled.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

2164

Circuit Court Judge

Judge Code

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Case Number 2020cp4003810

Comes now the Defendant who simply states the following:

1. It is impossible to get justice in this Court. Defendant has already submitted plethora evidence that proves his case. Yet *another* Common Pleas Judge (John Hood) rewarded the lying attorneys who were committing extrinsic fraud and lying to the Court by way of an injunction against Defendant instead of sanctions against the dishonest lawyers.

2. The first hearing transcript has and was altered -- Defendant keep notes.

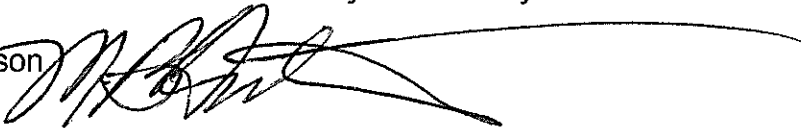
After strong thought and reaching a **painful decision** this Defendant has no chance to win anything due to various circumstances controlled within the court system.

This coming scheduled hearing on the 17th is just a waste of Defendant's time, causing him more pain for what's not right.

Therefore, Defendant asks that his request for this legitimate emergency hearing be cancelled since justice does not exist in Common Pleas Courts based on a multitude of lost cases including Judge Hoods Court because no Common Pleas Judge will recognize the fraud, extrinsic fraud and blatant lies told in Common Pleas Courts by the Penn America/Global Indemnity lawyers, Tim Newton, Murphy Grantland, Christian Stegmaier/Lacy & Collins.

This sad letter filed on this 11 day of February 2021.

MB Hutson

A handwritten signature in black ink, appearing to be 'MB Hutson', written over a horizontal line.



Richland Common Pleas

Case Caption: Penn America Insurance Company , plaintiff, et al vs Morris Beach
Hutson , defendant, et al

Case Number: 2020CP4003810

Type: Order/Form 4

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2021-02-16 13:24:45 page 5 of 5

EXHIBIT 3

Outlook.com Print Message

Page 1 of 1

[Print](#)

[Close](#)

Big Water life time membership info.

From: Renee Roark (reneeroark@hotmail.com)
Sent: Thu 11/11/10 10:52 AM
To: Claudia (claudia@coffeyhandlerkent.com)
1 attachment
Big Water membership.pdf (920.9 KB)

Mr. Coffey,

Attached is Susan's lifetime membership info. regarding Big Water camp ground. My buyer is concerned about the "life time" members and the impact they can have on the future development of the property. In other words, in your opinion, what is the easiest, legal way to terminate the lifetime memberships of Big Water? Will these memberships have an impact on obtaining clear title for the property?

Would it be better for you to call him and talk to him OR draft an email to him? Please let me know your thoughts. I can also give him your number if you would rather him call you.

Thanks,

Renee Roark, Realtor
Multi-Million Dollar Producer
Re/Max by the Lake
Manning, South Carolina

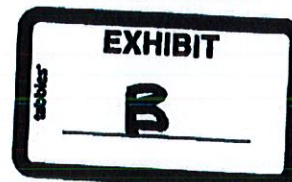
803-460-4373-cell
803-433-7355 ext.104 office
803-236-0871-home

www.reneeroark.lakemarionproperty.com
reneeroark@hotmail.com

<https://col128.mail.live.com/ol/mail.mvc/PrintMessages?mkt=en-us>

2/3/2015

Roark 0025



2075

ELECTRONICALLY FILED - 2020 Sep 15 10:52 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810
ELECTRONICALLY FILED - 2019 May 30 3:58 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4006344
ELECTRONICALLY FILED - 2018 Dec 07 9:44 AM - SUMTER - COMMON PLEAS - CASE#2018CP4301583

Adam Neil

1565005

From: Wilkerson, John S. <JWilkerson@TurnerPadget.com>
Sent: Thursday, August 31, 2017 6:10 PM
To: Frank Gordon
Cc: john.reitwiesner@starstone.com; Adam Neil; Byrd, R. Wayne; Cromer, Carlyle R.
Subject: TLC et al. v. Hutson

ON CALENDAR	
Date:	YBD
By:	YBD

Frank,

As you know, this case is scheduled for trial the week of September 18, 2017 in Clarendon County. The mediation scheduled for December, therefore, will need to be rescheduled so it can be completed before the trial date. We will make ourselves and our client available any time during the first two weeks of September and will assist in engaging a certified mediator that can work us into a schedule within that time table. Please let me know the dates of availability for you and the primary and excess carriers to attend a mediation in accordance with the Supreme Court order requiring mediation of all civil cases.

In advance of the trial date, we would like to offer your client and the carriers the opportunity to settle the case within the insurance policy limits. We understand that Penn National has primary liability coverage with limits of \$1 million and that Torus/StarStone has excess/umbrella coverage with limits of \$3 million. We have been authorized by our clients to extend a settlement offer to resolve all claims against all parties for the total sum of \$4 million. This offer of compromise will remain open until noon on Friday, September 15, 2017, after which it is automatically withdrawn.

The liability of Mr. Hutson for the defamation of our clients is clear and indisputable. In a postcard mailed to all of the members of Big Water Resort, Hutson labeled our clients as "racketeers," "frauds" and "scammers." He later repeated and expanded upon these defamatory statements in written memoranda and orally, including communications with attorneys who did not represent him. The false and defamatory information he provided to these attorneys was ultimately incorporated into a Complaint that was filed against the Defendants and others. Once the true factual information and documentation was provided by TLC and its members to those attorneys, the Complaint was amended to remove many of the false and defamatory claims. Nevertheless, the false and defamatory claims were directly related to and resulted in the filing and pursuit of a class action law suit that totally destroyed the reputation of the Plaintiffs in the community and made worthless the good reputation and commercial brand they had worked so hard and spent great sums of money to develop. Mr. Hutson does not deny publishing these defamatory statements and to this day maintains they are true despite irrefutable evidence to the contrary. Further, he continues to attempt to pursue frivolous lawsuits in state and federal court which have been repeatedly dismissed as lacking in any merit, as further evidence of Mr. Hutson's reckless disregard of the truth and/or the reputations of the Plaintiffs.

The special damages sustained by the Plaintiffs are well documented and severe. As set forth in the deposition of TLC Holdings, LLC in this case (exhibit 23 and testimony), the calculated damages exceed \$37 million. This calculation does not include lost revenue for diminished reputation nor does it take into account general damages which will be considered by the jury in addition to special damages. Further, the Defendant's demonstrated reckless disregard for the reputations of our clients supports a substantial award of punitive damages which we will seek at trial.

The exposure to the Defendant exceeds the available policy limits by many multiples. Settlement of the case by the carriers on behalf of their insured is clearly demanded by applicable South Carolina law. See *Tyger River Pine Co. v. Maryland Casualty Co.*, 170 S.C. 286, 170 S.E. 346 (1933) and its progeny of cases. We fully intend to pursue all available remedies against the Defendant in the likely event of an adverse verdict in excess of the policy limits.

The insurance carriers have taken the position that there is no coverage for this loss. We realize that coverage is not part of your engagement, but since we are copying the carriers on this email, we feel compelled to briefly address the issue.

ELECTRONICALLY FILED - 2020 Oct 09 3:18 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

The carriers' claim of no coverage is based generally on two theories: (1) The insured entity was administratively dissolved as of the time of the loss and (2) M.B. Hutson is not an insured person under the policies. We met with counsel for Penn National two weeks ago to answer questions relating to the coverage position. The information discussed at that meeting clearly demonstrates that the coverage position being taken by the carriers is without merit.

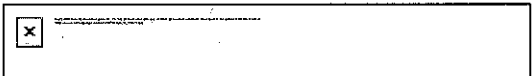
The administrative dissolution of BWR, Inc. has no impact on coverage in this case. Likewise, all activities about which we complain against Mr. Hutson relate to his duties as an officer and director of BWR, Inc. At the time of the defamatory statements, Mr. Hutson was using all available resources, including threats of litigation, etc. to persuade TLC to drop its efforts to have him removed from the Big Water Resort premises. BWR, Inc. was administratively dissolved by the S. C. Secretary of State, but Mr. Hutson continued to operate in the name of BWR, Inc. d/b/a Big Water Resort until he was evicted from the property in March of 2014. In fact, he continued to deposit dues received from resort members into the BWR, Inc. bank account through April of 2014. Winding down activities are clearly authorized by law after administrative dissolution, and collection of rents, and protecting the assets of the corporation including choses in action, are part of that process. Mr. Hutson's activities directed toward our clients were clearly part of his attempts to continue that income stream. The named insured on the policies was BWR, Inc. d/b/a Big Water Resort. Mr. Huston was the president and sole director of the company and all of his actions were clearly in furtherance of his duties to continue the viability of Big Water Resort, the only income stream of BWR, Inc. It is unfortunate that these activities were directed toward our clients resulting in substantial damages.

We hope the matter can be resolved over the next two, but we are prepared to proceed to trial the week of September 18. We would be happy to discuss these matters with you in further detail. In the meantime, please get back to us as soon as possible with available dates for mediation. We are confident a suitable mediator will be available on short notice.

Regards,

John

John S. Wilkerson
Attorney
PO Box 22129 | Charleston, SC 29413
40 Calhoun Street, Suite 200 | Charleston, SC 29401
843-576-2801 | Fax 843-577-1649
jwilkerson@turnerpadget.com
[Bio](#) | [vCard](#) | [Location](#)



Total Control Panel

[Login](#)

To: aneil@murphygrantland.com

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

From: jwilkerson@turnerpadget.com

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

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Penn America Insurance Company and
Global Indemnity Group, LLC,

Plaintiffs

vs.

Morris Beach Hutson a/k/a M. B. Hutson

Defendant

IN THE COURT OF COMMON PLEAS

Civil Action No. 2020-CP- 4003810

AMMENDED

MOTION

FOR EMERGENCY HEARING

FILED
JAN 28 PM 12:12
JANETTE W. McGRADY
C.C.P. & C.S.

Comes now Defendant who has discovered that the original transcription tape, held by the Court Reporter (DeeAnne Varnadoe), was loaned by her to “parties” prior to her preparing the October 15, 2020, transcript. While in the hands of those “parties,” such transcription tape was intentionally, illegally and substantially altered.

Those alterations were exclusively in favor of this case’s Plaintiffs and Plaintiffs attorneys. Defendant estimates, to his belief, that changes in the tape were at least 35 percent. They consisted mostly of the multiple pages (added after adjournment) which were added by unknown parties to the end of the tape... in addition to other changes within the tape. At the hearing, the last person to speak other than the judge was Timothy Newton, who said, verbatim to the best of my knowledge, “ Your honor, anything pertaining to Extrinsic Fraud, allow that to fall upon myself.” Newton then used his right hand and touched his chest. The Honorable Judge Hood responded, “ I understand.” Those words were deleted from the tape. All changes to the tape were strongly in favor of Plaintiffs and Plaintiff’s attorneys, thereby indicating the

2078

probable identity of the parties who violated the tape. It is clear that the State Court Reporter (intentionally) lost chain of custody to the transcription tape prior to her preparing the transcript. She must be questioned about that issue.

Attached to this Motion for Emergency Hearing are emails between Defendant and the State Court Reporter, as Exhibit "A".

The Court MUST determine WHO had a possible interest in the transcription tape other than a person or persons who had a direct interest in modifying that tape in their favor. Who, which attorneys, wanted to change what the tape 'said' was spoken in open court? Who added many paragraphs that were not stated on October 15, 2020, into the court tape (as "record") with the intent of those additions to be determined as apparently spoken by Timothy Newton, Esq.?

The Honorable Hood's Courtroom has become contaminated with fraud. Hood was the sitting judge on October 15, 2020. He was the captain of that ship. Hutson reminds the Honorable Judge Hood that he was provided (by Hutson) with actual proof that Christian Stegmaier, Esq. lied in that same hearing directly to the Honorable Judge Hood. Hood had declared in open court on October 15, 2020, to place any lawyer in jail who lied to him. Stegmaier did, and action remains to be taken. Evidence sent to Hood thereof is hereby attached, as EXH. "C".

THEREFORE, Defendant vigorously requests the following:

1. The Honorable John Hood set an immediate hearing regarding this serious matter before the Court as soon as possible due to the nature of these crimes.

2. The Honorable Judge John Hood summons DeeAnne Varnadoe, Timothy Newton, Esq., Christian Stegmaier, Esq., (who represents Penn America and Global Indemnity through Collins and Lacy along with Laura Baer, Esq.), John Grantland, Esq., MB Hutson, and also Laura Baer, Esq., of Lacy & Collins –who is believed to have also been witnessed in that courtroom on October 15, 2020, and is also counsel for Penn America and Global Indemnity.

3. The Honorable John Hood SWEAR IN all individuals prior to starting the hearing, especially the attorneys.

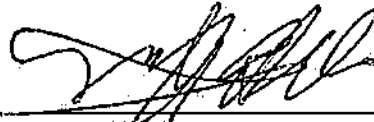
4. Should the Court Reporter, under oath, state that she provided the transcription tape to any of:

- the summoned individuals listed above, or
- employees, associates, family members or couriers thereof, or
- any other third party who acted on behalf of the summoned individuals,

that the Honorable Judge Hood take appropriate actions including, but not limited to:

- Striking all orders that were handed down at the October 15, 2020 hearings;
- Requiring the guilty to surrender their law licenses immediately;
- Remanding the case to a jury.

Respectfully Submitted on this 26th day of January, 2021.



M.B. Hutson
P.O. Box 2755
Orangeburg, South Carolina 29116-2755
Telephone: (803) 308-2714
Hutson4444@gmail.com

ATTACHMENTS ON FOLLOWING PAGES:

- “A” – Emails between Transcriptionist Varnadoe and Hutson. (pages 5-14)
- “B” – Filing including emails with Athena B. verifying Hutson’s claims that Stegmaier was duly informed re: judge contrary to CS’s claims in court. (pages 15-18); Proof of Service (p. 19)
- “C” – Hutson’s Letter to Judge Hood (page 20-21).

PROOF OF SERVICE (page 22)



Mr. H <hmr226621@gmail.com>

EXH.
"A"

Need a transcript

23 messages

Mr. H <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

DeeAnne, please tell me what the extra cost would be to get an expedited transcript for case number 2020cp4003810 hearing was held on October 15, 2020 at 9:30 in Columbia S.C. Penn America Insurance Company,

Global Indemnity Group, Inc., Plaintiff vs. MB Hutson/Hudson/Morris Hutson.
Judge John Hood.

Also, what would the regular price be. I need this as soon as I can get it. Thanks

I will send you the money upfront.

Respectfully,

MB Hutson

--

Hutsen

803-308-2714

Varnadoe, DeeAnne <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

Good afternoon, Mr. Hutson:

The cost for the expedited 7-day completion of the Transcript of Record would be \$409.50; the cost of the standard 60-day completion would be \$331.50.

Payment is required before transcription and can be sent to the address below should you decide to order.

Kindest regards to you,

DeeAnne Varnadoe
South Carolina Judicial Branch
Fifth Judicial Circuit, At-Large
336 White Birch Circle
Columbia, SC 29223
dvarnadoe@sccourts.org<mailto:dvarnadoe@sccourts.org>

From: Mr. H <hmr226621@gmail.com>
Sent: Monday, January 4, 2021 12:56:04 PM
To: Varnadoe, DeeAnne
Subject: Need a transcript

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

[Quoted text hidden]

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

That will be fine for the 409.50. Do I need to apply using your form and what address shall I mail the check?

[Quoted text hidden]

--

Hutsen  
803-308-2714

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

No, you do not need to fill out the form. This is enough information for me to find the records.

The address to send payment is right below my name.

-  
DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org<mailto:dvarnadoe@sccourts.org>

---

From: Mr. H <hmr226621@gmail.com>  
Sent: Monday, January 4, 2021 1:12:54 PM  
To: Varnadoe, DeeAnne  
Subject: Re: Need a transcript

\*\*\* EXTERNAL EMAIL: This email originated from outside the organization.  
Please exercise caution before clicking any links or opening attachments. \*\*\*

That will be fine for the 409.50. Do I need to apply using your form and what address shall I mail the check?

On Mon, Jan 4, 2021 at 1:03 PM Varnadoe, DeeAnne  
<DVarnadoe@sccourts.org<mailto:DVarnadoe@sccourts.org>> wrote:  
Good afternoon, Mr. Hutson:

The cost for the expedited 7-day completion of the Transcript of Record would be \$409.50; the cost of the standard 60-day completion would be \$331.50.

Payment is required before transcription and can be sent to the address below should you decide to order.

Kindest regards to you,

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org<mailto:dvarnadoe@sccourts.org>  
<mailto:dvarnadoe@sccourts.org<mailto:dvarnadoe@sccourts.org>>

---

From: Mr. H <hmr226621@gmail.com<mailto:hmr226621@gmail.com>>  
[Quoted text hidden]

Mr. H <hmr226621@gmail.com>  
To: Cindy Exum <cindy.exum@gmail.com>  
[Quoted text hidden]

--  
Hutsen  
803-308-2714

Varnadoe, DeeAnne <DVarnadoe@sccourts.org>  
To: "Mr. H" <hmr226621@gmail.com>  
Good morning, Mr. Hutson:

I'm following up with you *in re* your request for the Transcript of Record. Payment of \$409.50 for the expedited completion has not been received, so please let me know your wishes going forward.

Hope you are safe and well.

Kindest regards,

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

From: Mr. H <hmr226621@gmail.com>  
Sent: Monday, January 4, 2021 1:12 PM  
To: Varnadoe, DeeAnne <DVarnadoe@sccourts.org>  
Subject: Re: Need a transcript

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

That will be fine for the 409.50. Do I need to apply using your form and what address shall I mail the check?

On Mon, Jan 4, 2021 at 1:03 PM Varnadoe, DeeAnne <DVarnadoe@sccourts.org> wrote:

Good afternoon, Mr. Hutson:

The cost for the expedited 7-day completion of the Transcript of Record would be \$409.50; the cost of the standard 60-day completion would be \$331.50.

Payment is required before transcription and can be sent to the address below should you decide to order.

Kindest regards to you,  
[Quoted text hidden]

--

Hutsen  
803-308-2714

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

Thanks for touching base with me. Are you located in Columbia so I could drop the money by? It would be much faster. If not I will drop the money in the mail Monday morning of this coming week. I will mail it to 3336 White Birch Circle, Columbia S.C. 29223

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

Mailing would be fine, Mr. Hutson; however, the address is 336 White Birch Circle, not 3336.

I'll confirm receipt of payment and then begin transcription. The completed Transcript will be emailed to this email address that I have for you to print.

Get Outlook for iOS

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Friday, January 22, 2021 12:12:15 PM

[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

DeeAnne, can you think of any way I can get the transcript rather than putting it in the mail for that will waste 4 to 5 days. I am in critical need of the transcript.

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

I could deliver the money order check to your office today or tomorrow if that would help.

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

I meant to say money order

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

Mr. Hutson:

Most of us are working remotely from home with virtual hearings/courtroom, so delivering to the courthouse would cause further delay. You are welcome to place the money order in our home mailbox (336 White Birch Circle) or under the front doormat if you would prefer that to mailing. Once payment is received, the Transcript will be prepared and sent to this e-mail address. We no longer print and mail Transcripts due to COVID restrictions.

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Friday, January 22, 2021 4:20 PM

[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

I will place the money order under the door matt tomorrow. Please get it to me as soon as possible. Thank you.

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

That will be fine, Mr. Hutson. I'll confirm with you once it's received.

Have a good evening, sir.

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Friday, January 22, 2021 4:33 PM

[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

I have made out the money order to you and will have it placed under the floor matt before 12:00 Saturday, that's tomorrow. Please let me know when you have it and perhaps give me an email where I can send that to the Appellant Court. Thanks you.

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

DeeAnn, I've just placed the check in an envelope under the mat pretty place here time is 20 minutes after 10 on Saturday morning. Appreciate you getting that as soon as possible

[Quoted text hidden]

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

I have the money order, Mr. Hutson. The Transcript will be ready by Monday, possibly Sunday, and I will email it to you at this email address.

Thank you. Enjoy your weekend.

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Saturday, January 23, 2021 10:21 AM

[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

Good morning, just wondering about when I could expect today the transcript. Thank you so much for your efforts

[Quoted text hidden]

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

Good morning, Mr. Hutson:

You should have a separate email now with the Transcript attached.

DeeAnne Varnadoe

South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Monday, January 25, 2021 8:48 AM

[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

Thank you for sending the transcript. I have a question. On page 47 sentence 24 it reads if I read it and you're telling me the truth and I'm going to have them in here and they know that. Why does it not show what the judge said and that is I will put them in jail why doesn't that appear like he stated?

[Quoted text hidden]

**Varnadoe, DeeAnne** <DVarnadoe@sccourts.org>

To: "Mr. H" <hmr226621@gmail.com>

Mr. Hutson:

I've reviewed the audio portion of what you cited. The Transcript is correct and verbatim of what the Court stated.

Line 24, Page 47, "If I read it and you're telling the truth, then I'm going to have them in here and they know that.", is correct.

DeeAnne Varnadoe  
South Carolina Judicial Branch  
Fifth Judicial Circuit, At-Large  
336 White Birch Circle  
Columbia, SC 29223  
dvarnadoe@sccourts.org

**From:** Mr. H <hmr226621@gmail.com>

**Sent:** Monday, January 25, 2021 11:48 AM



[Quoted text hidden]

[Quoted text hidden]

**Mr. H** <hmr226621@gmail.com>

To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

DeeAnnee, who had access to your tape prior to you getting it? Please email me first thing this morning. I am positive that the transcript has been drastically altered. Who were you speaking of when you used the words "if they lied to me".

I made notes during the hearing and the last person who spoke who was Tim Newton, he ask the judge "to allow any thing regarding extrinsic fraud allow that to fall upon himself and he touched his chest." The Judge simply replied, "I understand" at that time Hood closed the hearing. What I've just told you is true. Now it reads that Newton talked on and on for pages. This is not true. Who had control over the tapes? Newton did I am almost certain. Please call me 803 308 2714. Someone had access to the original tape, I think you know. I ask you to please call me! Thanks. This is criminal. Please help me to understand first thing this morning. I again state that I don't believe you did this on purpose. I am confident that you know who!!!!!!!!!!!!!! Please call me.

[Quoted text hidden]

--

Hutsen<br>803-308-2714

**Mr. H** <hmr226621@gmail.com>

Draft To: "Varnadoe, DeeAnne" <DVarnadoe@sccourts.org>

DeeAnnee, I again ask that you email me as to who had that tape and who lied to you about this transcript. The transcript has been vividly tampered with and we must get to the bottom of this immediately. Please email me the persons who you believe lied to you as you have stated. I don't want to get you involved in this action. If you are innocent, do what's right by sending me an email.

Respectfully,

MB Hutson

[Quoted text hidden]

STATE OF SOUTH CAROLINA  
PLEAS

IN THE COURT OF COMMON

Civil Action No. 2020-CP- 4003810

**DEFENDANTS ANSWERS TO  
PLANTIFFS'**

## FRAUDULENT COMPLAINT

**Second copy due to 'lost' in mail.**

**Morris Beach Hutson a/k/a M.B. Hutson**

vs.

**Third Party Defendants:**

Penn America Insurance Company,  
Global Indemnity Group, LLC,  
Timothy J. Newton, Esq.,  
Murphy & Grantland, P.A., and  
Christian Stegmaier, Esq.,  
Collins & Lacy P.C.

**COMES NOW** Defendant who states the following:

1. On Sunday, the 6th day of September, Defendant placed in the U.S. Mail (blue mail boxes) copies to all parties and the court, "Defendants Answers to Plaintiffs ...Complaint" in the case cited above.

2. Today, September 17, 2020, Defendant checked the records only to discover that Plaintiff had filed an additional paper yesterday stating that Defendant had failed to file an answer to Plaintiff's complaint.

3. Not understanding why the court is not showing the mailed in Reply to the Complaint, Defendant has immediately rushed back over to Office Depot and got a second set of copies and is arranging to have that second set of "Defendant's Answer to Plaintiff's Complaint" hand served to the Court and Plaintiff in the morning. Please note that Plaintiff, Pro Se, has secured copies to verify to the court that the first set was sent to the printer services (3 pp. of verification attached thereto) in a gracious timely period. Defendant normally is very prompt and responsible for filing in a timely manner, never having had this problem before in his legal filings.

4. Also enclosed is a photograph of a mailing, also from Orangeburg, that, instead of being delivered, was returned to the sender eight MONTHS later...less than a year ago.

5. As a courtesy to the court and the Plaintiff, I am submitting a second copy, not knowing when the first set will show up, nor exactly when. I trust that the court will honor this second set as timely. Defendant pledges to notify the court immediately when the original set that was mailed in a timely manner, is received, and trust that the court will do likewise, should those papers not be returned to him, but reach their intended location.

6. A notice will be filed at the Post Office on their next day of business for the missing documents.

**Defendant prays that the court will:**

1. Defendant Hutson asks that the court will rule favorably in his behalf and receive the enclosed duplicate of Defendants Answers to Plaintiffs Fraudulent Complaint with photographs of verification that the work was originally completed on a timely basis, as being "filed timely" due to circumstances beyond his control.

Respectfully submitted with the following attachments on this 17th day of September, 2020.



M.B. Hutson  
P.O. Box 2755  
Orangeburg, South Carolina 29116-2755  
Telephone: (803) 308-2714

Copies will be served on September 18th, 2020, to:

Christian Stegmaier, Esq.  
For Penn-America and Global Indemnity Group LLC  
Collins & Lacy P.C.  
1330 Lady Street  
Columbia, SC

*Please Note:*

From: **ATHENA BORER** <[BORER.ATHENA@richlandcountysc.gov](mailto:BORER.ATHENA@richlandcountysc.gov)>  
Date: Thursday, September 17, 2020  
Subject: Good morning to Miss bright eyes, I have a question;  
To: "Mr. H" <[hmr226621@gmail.com](mailto:hmr226621@gmail.com)>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer

Common Pleas Motion Coordinator

Richland County Clerk of Court

1701 Main Street

Columbia, SC 29201

[Borer.Athena@richlandcountysc.gov](mailto:Borer.Athena@richlandcountysc.gov)

P 803-576-3372 F 803-576-1785

**From:** Mr. H <[hmr226621@gmail.com](mailto:hmr226621@gmail.com)>  
**Sent:** Wednesday, September 16, 2020 5:04 PM  
**To:** ATHENA BORER <[BORER.ATHENA@richlandcountysc.gov](mailto:BORER.ATHENA@richlandcountysc.gov)>  
**Subject:** Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month???? Hutson

On Thursday, September 3, 2020, ATHENA BORER <[BORER.ATHENA@richlandcountysc.gov](mailto:BORER.ATHENA@richlandcountysc.gov)> wrote:

Mr. Hutson,

Judge Jocelyn Newman will be presiding over Motions for that week.

Let me know if you have any other questions. I am happy to help.

Athena

POS: (next page)

SERVICE VERIFICATION

(# 2020-CP-4003810)

Resubmittal of  
Defendant's Answer to Plaintiff's Complaint

2020 SEP 25 PM 4:28  
CLERK OF COURT  
JANET M. NICERIDE  
CLERK OF COURT

has been served:

☒ To Penn America Insurance Company and Global Indemnity Insurance Company at  
The Law Office of Collins and Lacy P.C to Christian Stegmaier, Esq., attorney of record.

1330 Lady Street, 6<sup>th</sup> Floor, Columbia, SC

Phone: (803) 256 2660

Received by: M. Shure Time 9:30

Kindly Print: \_\_\_\_\_

On Friday, September 18, 2020.

Server: [Signature] (sign)

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

From: Mr. H <[hmr226621@gmail.com](mailto:hmr226621@gmail.com)>

Date: Thursday, November 12, 2020

Subject:

To: [Rhoddic@sccourts.org](mailto:Rhoddic@sccourts.org), Christian Penn Amer <[cstegmaier@collinsandlacy.com](mailto:cstegmaier@collinsandlacy.com)>, "Tim J. Newton"  
<[tnewton@murphygrantland.com](mailto:tnewton@murphygrantland.com)>

**EXH.**  
**"C"**

To: The Honorable Judge Hood:

Re: Penn America/Global Indemnity vs. Morris Hutson (Case Number 2020-cp-400-3810.

Recently, I, Defendant, asked for clarification regarding the hearing on October 15, 2020, at approximately 9:00 in the morning (Case # cited above). You may recall that those present were Christian Stegmaier as attorney representing the Plaintiff, John Grantland and Timothy Newton were present as third party Defendants and formerly lawyers who had represented Plaintiff against Hutson, who was that day representing himself as Pro SE.

Additional clarification/facts regarding that hearing.

1. Your Honor ruled I was not to file anything until a decision from the Appellant Court ( even though we were in the Common Pleas Court ) had been issued, of which I believe I will be sent to a jury trial.
2. Your Honor stated twice in open court that he would put either side in jail should he find that they were lying and looked over to the lawyers reminding them "they know I will". Then, Christian Stegmaier stood before Your Honor and stated that I had drummed up a lie stating that I had contacted him indicating that the Common Pleas Court Clerk had set down the hearing on a certain date and that a judge had been assigned to hear the case. (NOTE: Prior to that hearing, I had collected the emails between the Clerk and myself and served Stegmaier with those copies at his office for verification. His receptionist signed as receiving that service and that service verification was filed with the court.) I took that action in response to Stegmaier, who, by email, stated that he had checked and that I was misrepresenting that information to him. After the hearing, I copied the entire email to your office showing that, in fact, Stegmaier had been fully informed prior to the hearing and was fabricating facts to Your Honor for the purpose of trying to make me out to be a liar, which was not truthful and only his attempt to discredit me. You may recall that I objected, cited the name of the Common Pleas Court Clerk (partially -- which you recognized and completed), and stated that I had served Stegmaier the entire communications and he was fully aware of the truth. This is extrinsic fraud: when a lawyer, such as Stegmaier did, fabricates lies against a defendant to intentionally thwart Justice. In addition, this is also perjury and deception against the Honorable Court and the Honorable Judge Hood. I remind Your Honor that we are talking about officers of the court who are sworn in by the Supreme Court.
3. The entire proceedings for application of injunction against me ( defendant ) were fraudulent, being full of extrinsic fraud. I simply ask for clarification: How can a sworn attorney (under Rule 407) intentionally lie to Your Honor, after you had openly warned the lawyers that they better not lie to you or face jail? To my knowledge, Stegmaier has faced no jail, nor consequence. How can this happen?

Am I allowed to file for reconsideration?

Am I allowed to appeal for Clarification?

Where is justice?

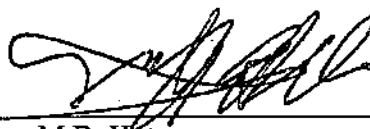
What am I to do in this situation?

Go to the Tribunal?

--  
Hutsen<br>803-308-2714

The fifty dollar (\$50.00) MONEY ORDER for this Emergency Motion will be placed in  
the US mail POSTAGE PAID to the Court on Thursday, January 28, 2021.

Respectfully Submitted on this 26th day of January, 2021.



---

M.B. Hutson  
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Telephone: (803) 308-2714  
Hutson4444@gmail.com



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

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

10 Plaintiffs, )

11 v. )

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

16 Defendants. )

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 Padgett

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

## A P P E A R A N C E S

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## 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  
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#### STIPULATIONS

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 (Exhibit No. 103 marked for identification.)

2 (The deposition commenced at 9:55 A.M.)

3 MR. CARR: The date today is May 18, 2015,  
4 and the time is 9:55 A.M.

5 This is the video deposition of M.B. Hutson in the  
6 matter of William Reed, et al. versus Big Water Resort,  
7 LLC, et al. in the United States District Court,  
8 District of South Carolina, Charleston Division, Case  
9 Number 2-14-CV-01583-DCN.

10 This deposition is being held at Turner Padget, 40  
11 Calhoun Street, Charleston, South Carolina.

12 Will counsel please introduce themselves and the  
13 parties they represent, after which our court reporter,  
14 Mary Ann Ridenour, will swear in the witness and we'll  
15 proceed.

16 MR. THOMAS: Brady Thomas and Bill Padget  
17 here for the plaintiffs.

18 MR. HARGROVE: Tack Hargrove, Richardson  
19 Patrick, here for the plaintiffs.

20 MR. HALDRUP: Neil Haldrup here for Big  
21 Water.

22 MR. DUKES: Richard Dukes for Big Water,  
23 Richard Clark, Steve Lovell, TLC Holdings and Ocoee,  
24 LLC, I think.

25 MR. HUTSON: M.B. Hutson, pro se.

1 MR. WILKERSON: John Wilkerson for the  
2 defendants.

3 MR. BYRD: Wayne Byrd for the defendants.  
4 M.B. HUTSON, SWORN.

5 DIRECT EXAMINATION BY MR. BYRD:

6 Q. Good morning, Mr. Hutson.

7 A. Good morning, Counselor.

8 Q. I'd ask you to look what has been marked as  
9 Exhibit No. 3, and confirm that you have received the  
10 notice of this deposition?

11 A. I have.

12 Q. All right, sir. Mr. Hutson, are you carrying  
13 a weapon today, in or around your person?

14 You can't answer that question, Mr. Hutson?

15 A. I think I can answer that question.

16 Q. Well, what's the answer?

17 A. I'm not carrying one today. And I haven't  
18 been carrying one.

19 Q. All right, sir. By "carrying," that means  
20 you don't have it on your person or anywhere around  
21 your briefcase or anywhere else?

22 A. Nor do I have that, nor do I have a hand  
23 grenade or a fire extinguisher.

24 Q. All right, sir. Did you bring the documents  
25 that have been requested from you today?

1 A. I have until the 20th to bring those, and  
2 I'll produce them on the 20th.

3 Q. Well -- well, actually, you were served with  
4 a request for production of documents long ago.

5 A. I'm aware of that.

6 Q. And you were supposed to produce them, and  
7 did not, as of today, correct?

8 A. I have until the 20th to produce them.

9 Q. Okay. That's not exactly what that order  
10 says, is it, Mr. Hutson?

11 A. Yes, sir.

12 Q. Okay. Do you have a current driver's  
13 license, Mr. Hutson?

14 A. I do.

15 Q. Issued by what jurisdiction?

16 A. It's South Carolina. No, Tennessee. I'm  
17 sorry.

18 Q. Okay. Do you have that driver's license with  
19 you?

20 A. I have, and you've seen it before.

21 Q. I'd like to see it again.

22 A. Would you like to see it again?

23 Q. Yes, sir, please.

24 A. Okay.

25 MR. BYRD: Can we take a minute and make a



1 copy of this, please? And we'll make it the next  
2 exhibit number.

3 BY MR. BYRD:

4 Q. While we're waiting on that to be copied and  
5 made an exhibit, I'll ask you a couple of questions.

6 Are you in possession of a driver's license issued  
7 by any other jurisdiction?

8 A. No, I'm not.

9 Q. All right, sir. And where do you currently  
10 reside, Mr. Hutson?

11 A. 1545 Biltmore Street.

12 Q. Biltmore, spelled how?

13 A. B-i-l-t-m-o-r-e.

14 Q. And what town is that?

15 A. Orangeburg, South Carolina.

16 Q. Do you own that residence?

17 A. I do not.

18 Q. Who does?

19 A. Cindy Exum.

20 Q. Does she live at that residence with you?

21 A. It's her residence.

22 Q. Mr. Hutson, my question to you is, does she  
23 live in that residence with you?

24 A. She does.

25 Q. Okay. You previously gave an address for

1 your residence, which is the United States Post Office  
2 in Orangeburg. Have you ever lived in that building?

3 A. Never have.

4 Q. Okay. Do you know why you listed that as  
5 your residence address?

6 A. Because I take mail there.

7 Q. Okay. Mr. Hutson, how are you now  
8 employed?

9 A. I'm not employed.

10 Q. Don't have a job at all?

11 A. (No verbal response.)

12 Q. Do you have any source of income at all?

13 A. I have Social Security.

14 Q. That's it? No other source of income?

15 A. No, sir.

16 Q. All right, sir. What is your Social Security  
17 payment?

18 A. \$714 a month. Excuse me, \$514 a month.

19 Q. Do you pay any rent or lease payments for the  
20 residence where you reside?

21 A. I pay some.

22 Q. How much do you pay?

23 A. Approximately \$200 a month.

24 Q. Okay. And to whom do you pay that?

25 A. Cindy Exum.

1 Thank you.

2 (Exhibit No. 104 marked for identification.)

3 BY MR. BYRD:

4 A. I'd like to have a copy all the paperwork  
5 that we have.

6 Q. Mr. Hutson, what name are you going by now?

7 A. Could I have a copy of that?

8 Q. You have the driver's license. It's a copy  
9 of your driver's license, Mr. Hutson.

10 A. I'd like a copy of all the paperwork, please.

11 Q. Okay. What name are you using now, Mr.  
12 Hutson?

13 A. M.B. Hutson.

14 Q. How do you spell Hutson?

15 A. H-u-t-s-o-n.

16 Q. Is that the way you sign all documents?

17 A. Most of the times.

18 Q. What name in other times do you use?

19 A. Spelled with a D. Most people spell it with  
20 a D.

21 Q. And are you currently using the name Hudson,  
22 H-u-d-s-o-n, from time to time?

23 A. Currently, yes. I have mail that comes to me  
24 under that name.

25 Q. Okay.

1 A. I have people that spells it that way.

2 Q. All right. Have you engaged in any  
3 discussions or negotiations with folks using the name  
4 Mark Hutson?

5 A. I have gone by that name some, because I had  
6 a stepson named Mark.

7 Q. Okay. In the last two years, have you used  
8 the name Mark Hutson with people you have been  
9 negotiating with or communicating with?

10 A. I might have. I don't like the name Morris.

11 Q. Okay.

12 A. Sounds like a cat.

13 Q. Do -- do you know who you have represented  
14 yourself to be Mark Hutson in the last two years?

15 A. I don't.

16 Q. But you know you have represented yourself to  
17 be Mark Hutson in the last two years?

18 A. I have.

19 Q. All right, sir. And the reason you've done  
20 that is, you don't like Morris?

21 A. No.

22 Q. Well, don't you, or haven't you in the past,  
23 gone by M, as in Mike, B, as in boy, Hutson, spelled  
24 H-u-t-s-o-n and H-u-d-s-o-n?

25 A. Right.

1 Q. Okay. Well, if you've gone by M.B. Hutson,  
2 why is it that you had to change your name to Mark  
3 Hutson to avoid Morris?

4 A. I don't use Morris because of the Web site.

5 Q. Which Web site are you talking about?

6 A. The Web site that you are familiar with, the  
7 Web site that a lot of people in this room are already  
8 on, and more to come. It's the Web site that's got  
9 about 30 million people on it. It's not just me on it.

10 Q. All right.

11 A. Anybody that has a grudge against anybody  
12 can -- I can take a computer out now and put you on the  
13 Web site in two minutes.

14 Q. All right, sir.

15 A. Don't even have to tell the truth.

16 Q. All right, sir.

17 A. Anybody can do it to anybody.

18 Q. Are you working, currently working, on a real  
19 estate transaction or development anywhere?

20 A. I'm not.

21 Q. You're not representing anyone with regard to  
22 the attempt to sell or purchase real estate right  
23 now?

24 A. Not at the moment, I'm not.

25 Q. Well, let me ask you, you called me on the

1 telephone several days ago and started talking to me  
2 about a piece of property that was for sale. And you  
3 mentioned a purchase price of \$2.1 million. What was  
4 that about, Mr. Hutson?

5 A. It was about a wrong number.

6 Q. Okay. Who did you think you were talking  
7 to?

8 A. A guy that called me named Wayne.

9 Q. And what's his last name?

10 A. I don't know his last name.

11 Q. And he called you about a piece of  
12 property?

13 A. That's correct.

14 Q. And y'all were talking about a real estate  
15 transaction; isn't that right?

16 A. I spoke to him shortly, but nothing --  
17 nothing -- nothing has transpired, nothing.

18 Q. And this person's first name is Wayne, and  
19 you don't remember his last name?

20 A. That's correct.

21 Q. Okay. Does he live in Charleston?

22 A. I don't know where he lives. He lives in  
23 South Carolina.

24 Q. Okay. Well, you've been dealing with a  
25 lawyer in Charleston with regard to such a transaction,

1 haven't you?

2 A. Which -- what transaction?

3 Q. Well, I don't know because you haven't told  
4 me.

5 A. Well, you have to be a little more specific.

6 Q. Are you dealing with any lawyer, anywhere,  
7 with regard to any real estate transaction, other than  
8 the one about which this lawsuit is pending?

9 A. In Charleston?

10 Q. Anywhere?

11 A. Anywhere in the world?

12 Q. Anywhere in the world?

13 A. No, I'm not.

14 Q. No -- no where?

15 A. No where.

16 Q. Okay. This guy Wayne calls you out of the  
17 blue about a piece of property?

18 A. I'm always looking for property.

19 Q. Okay. How was it he came in contact with  
20 you, Mr. Hutson?

21 A. I don't remember.

22 Q. Okay. Do you remember when he came into  
23 contact with you?

24 A. No.

25 Q. Excuse me. You do not? Okay.

1 Now, you deal real estate from time to time, I  
2 think was just your testimony a few minutes ago,  
3 seconds ago. But you've been involved in the  
4 development of real estate for some time, haven't you?

5 A. Off and on.

6 Q. All right, sir. And, actually, as far back  
7 as developing a mobile home park with your father?

8 A. That's correct.

9 Q. Okay. And --

10 A. Thirty years ago, I guess.

11 Q. Sir?

12 A. Thirty years ago, about.

13 Q. Okay. So you've been dealing with real  
14 estate development for at least 30 years, correct?

15 A. That's -- that's a guess. I don't...

16 Q. Okay. In addition to the mobile home park,  
17 you put together a real estate development in or around  
18 Savannah, Georgia, had 180 lots?

19 A. I don't remember 180 lots.

20 Q. Okay. Do you remember giving testimony that  
21 it was about 180 lots?

22 A. I don't.

23 Q. Do you remember the whole development was  
24 worth between 25 and \$35 million?

25 A. I -- I -- that doesn't ring a bell. If you'd



1 be a little more specific about what you're talking  
2 about, I'd be happy to answer the question.

3 Q. Okay. Well, I'm asking about your memory and  
4 recollection, Mr. Hutson, is what I'm asking about. Do  
5 you not have any recollection of that development down  
6 in, in or around Savannah, Georgia?

7 A. Counsel, you've asked the question, and I've  
8 answered it.

9 Q. You do not remember anything about that  
10 transaction; is that correct?

11 A. I don't remember about that transaction of  
12 180 lots.

13 Q. Okay. How many lots were there?

14 A. I don't know what you're talking about. If  
15 you'll tell me what you're talking about, then I can  
16 answer a question for you.

17 Q. Mr. Hutson, you were involved with the  
18 development of a piece of property that was valued  
19 between 25 and \$35 million. And, as you sit here  
20 today, you cannot remember it?

21 A. I cannot.

22 Q. Is that your testimony?

23 A. That's my testimony.

24 Q. All right, sir.

25 I have misplaced a note. If we could go off the

1 record for a minute, please.

2 MR. CARR: Off the record at 10:10 A.M.

3 (Discussion held off the record.)

4 (A brief recess was taken.)

5 Mr. CARR: We are on the record at 10:14 A.M.

6 BY MR. BYRD:

7 Q. Mr. Hutson, after you and your father  
8 developed that mobile home park, thereafter you --

9 MR. CARR: Counselor, your mic is not on.

10 MR. BYRD: See if we can do better now.

11 Thank you.

12 BY MR. BYRD:

13 Q. You developed a piece of property and built  
14 some houses, I think 50 or so houses, in that  
15 development?

16 A. Where are you talking about?

17 Q. I'm talking about in Savannah, Georgia.

18 A. You'd have to be more specific.

19 Q. Okay, Mr. Hutson. Your testimony was you  
20 filed bankruptcy, and the reason you did --

21 A. When did I testify that I filed bankrupt?

22 Q. Sir?

23 A. You just said I -- I testified that I filed  
24 bankrupt.

25 Q. Yes, sir. You testified to that on

1 January --

2 A. When?

3 Q. -- 31, 2014, under oath.

4 A. Counselor, I don't consider any of that  
5 deposition. And there's a pending motion on that. It  
6 was a lot of misstated sentences and words and  
7 paragraphs that I mentioned to you and the other  
8 attorneys. I was interrogated for three solid days,  
9 for 25 hours.

10 Q. Mr. Hutson, excuse me, sir. I just want you  
11 to answer my question, okay? Did you or did you not  
12 build about 50 235 Program houses in or around  
13 Savannah, Georgia?

14 A. I built some 235 homes, yes.

15 Q. About 50 of them, right?

16 A. I don't remember.

17 Q. Okay. And thereafter you entered into an  
18 agreement with a lawyer in Savannah to develop and  
19 build out a piece of property which consisted of about  
20 180 lots; isn't that true?

21 A. I don't know about that.

22 Q. All right, sir. You don't remember a  
23 development called Turners Cove, on Wilmington Island?

24 A. I do remember that.

25 Q. All right. And that's -- that development

1 was about 180 lots, worth about 25 to \$35 million;  
2 isn't that true?

3 A. I don't know the exact worth. I couldn't  
4 say. But I don't remember the amount of lots in that  
5 particular development.

6 Q. But you were responsible for that  
7 development, right?

8 A. I put it together.

9 Q. All right. And thereafter you also --

10 A. Turned out very successful.

11 Q. All right. Matter of fact, you made \$800,000  
12 in that transaction; isn't that true?

13 A. I don't recall.

14 Q. Do you recall testifying that you made  
15 \$800,000 in that transaction?

16 A. No, sir.

17 Q. You don't? Do you know how much you did make  
18 in that transaction?

19 A. I don't recall.

20 Q. Do you have any idea if it was over  
21 \$200,000?

22 A. I don't recall.

23 Q. All right.

24 A. It's a long time ago.

25 Q. Did you file a tax return during the year

1 that you had that income from the development of that  
2 piece of property?

3 A. I did not. All my taxes are presently filed.

4 Q. You did not file a tax return during that  
5 year?

6 A. That's the second time you've asked that  
7 question.

8 Q. Well, I didn't understand your answer, Mr.  
9 Hutson.

10 A. I answered, I did not. That's pretty clear.

11 Q. And why is it that you didn't file a tax  
12 return?

13 A. I just didn't file it.

14 Q. Okay. On January 31, 2014, you had, in fact,  
15 not filed tax returns for more than 15 years; isn't  
16 that right?

17 A. That's right.

18 Q. Okay. Now, let me -- let's move on to the  
19 Big Water development. How did you find out about  
20 that?

21 A. I called a realtor in Santee, Susan Stro --  
22 Stroman.

23 Q. Mr. Hutson, let me refresh your recollection  
24 a little bit, if I can. Actually, the real estate  
25 agent you contacted was Renee Roark; isn't that

1 right?

2 A. Well, they work together.

3 Q. Okay. But the person you contacted on the  
4 telephone was Renee Roark, correct?

5 A. I'm -- I think I -- no, I think I talked with  
6 Susan Stroman first, and then she referred me to Renee.

7 Q. Okay.

8 A. If I remember correctly. It's been three  
9 years, three and a half years ago.

10 Q. All right, sir. How did you know to contact  
11 Renee Roark?

12 A. I didn't know. I just looked up a phone  
13 number under "realtors."

14 Q. Isn't it a fact, Mr. Hutson, that you told  
15 Renee Roark the way you got her name was you Goggled  
16 the lake, Lake Marion and Lake Moultrie, and her name  
17 popped up? Isn't that what you told her?

18 A. No, sir.

19 Q. Okay. How did you know to call Renee  
20 Roark?

21 A. I called Susan Stro -- Stroman.

22 Q. You positive about that?

23 A. I'm -- I'm pretty positive about that.

24 Q. Okay.

25 A. And then she referred me to Renee, if I

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.



1 Q. All right. So the way you were going to  
2 develop that property or any property was, how, Mr.  
3 Hutson?

4 A. How was I going to develop it?

5 Q. Yeah.

6 A. Well, first of all, you've got to get a  
7 contract on the property.

8 Q. Okay.

9 A. And then you've got to go through the  
10 process. And you get a -- you get a so-called  
11 look-and-see for about three months, six months, two  
12 months, depending on how big the project is.

13 You go and you get all your approvals. Contract's  
14 contingent upon you getting your approvals. During  
15 that time, you can pre-sell your lots or the potential  
16 lots, or you get investors.

17 In Turners Cove, which happened to be about a \$50  
18 million deal --

19 Q. Oh, 50?

20 A. -- that's -- that's what I did.

21 Q. All right. Did you tell Richard Clark and  
22 Steve Lovell that you didn't have any money when you  
23 were talking to them about buying Big Water Resort?

24 A. I did.

25 Q. You told them you were dead broke?

1           A.    I didn't say I was dead broke. I said I  
2   couldn't afford to pay anything down on the purchase of  
3   the property, and that I was anticipating perhaps some  
4   money through a settlement, but I couldn't pay anything  
5   down. And that's why they allowed me to pay ten  
6   dollars down on the contract.

7           Q.    Well, Mr. Hutson, that's the way, ultimately,  
8   the transaction evolved. But when you first met with  
9   Richard Clark and Steve Lovell, didn't you tell them it  
10  was going to be a cash deal --

11          A.    No, sir.

12          Q.    -- and you had to -- and you had to close on  
13  or before December 31, 2010?

14          A.    No, sir. I think Billy Coffey came up with  
15  that, through the realtor, Renee, which I never got  
16  involved in that. I had a couple conversations with  
17  Coffey, but it was a lot of -- because I just got what  
18  you sent me, just the other day, and I haven't really  
19  studied it. But, apparently, the realtors were  
20  concerned about the memberships, because they knew I  
21  wanted to develop the property. So there was a lot of  
22  conversation going on between Mr. Coffey and the  
23  realtors about, Is this possible? Is this legal?  
24  So...

25          Q.    And they included you in that conversation,

1 didn't they, Mr. Hutson?

2 A. Not really. I don't see any of those e-mails  
3 about all those subjects that were sent, that were sent  
4 to myself.

5 Q. You did see where Renee Roark said that she  
6 was forwarding all that information to you? You did  
7 see that, didn't you?

8 A. I didn't see that.

9 Q. You did not? Okay. And if Renee Roark and  
10 Billy Coffey come in here and testify that you knew all  
11 about that concern --

12 A. Which concern?

13 Q. The concern over the fact that there were  
14 members of that campground.

15 A. I was aware, once I met with -- I had  
16 conversation with Susan. Susan pretty much took over  
17 the transaction. Susan indicated to me that it was a  
18 membership, okay? Well, so I said, I'm not interested  
19 in the campground.

20 Now, you hear me out, because I'm telling you the  
21 honest truth, under oath.

22 I said, I'm not interested in the campground.

23 She said, See here. You don't have to have a  
24 campground or memberships. As a matter of fact,  
25 there's a formula. And the formula, you can have only,

1 like, 18 sites and still be legal, where there wouldn't  
2 be any kind of lawsuit against the members.

3 And I said, Well, I don't know about that. But  
4 bottom line is, I want to develop.

5 And from the moment I got there, my aim was to  
6 develop. I immediately started applying applications  
7 to develop, not run a campground.

8 The campground, when I met Mr. Clark and  
9 Mr. Lovell, I asked them the question, How much was the  
10 campground making?

11 Their response was, It's not making a profit.

12 They didn't bother to tell me it was losing  
13 \$300,000 a year, like the affidavit that Mr. Lovell  
14 took, by -- under deposition, that he was happy that I  
15 bought a campground that was losing two to \$300,000 a  
16 year, because they had been losing -- paying two or  
17 \$300,000 a year, and they were happy for me to get it.  
18 That was -- that -- if they had told me that, if they  
19 had told me that, I would have gotten up and walked  
20 away from it.

21 I was interested in the land, to develop. And my  
22 actions can prove I was interested in the land, to  
23 develop. Before these depositions are over, I'll bring  
24 you plats of which TLC approved for me to subdivide the  
25 property, knowing full well that they had committed to

1 the memberships and collected some \$7 million for a  
2 60-year commitment, which I didn't catch onto it at the  
3 time. But that's when things -- when the members  
4 begin -- well, I'm going to stop and let you ask the  
5 questions.

6 Q. Thank you, sir.

7 Mr. Hutson, the question was, you were aware that  
8 there were membership agreements by campers --

9 A. I was.

10 Q. -- who had -- before you entered into the  
11 transaction?

12 A. Well, the contract -- there was a membership  
13 agreement to buy, in which I really had no interest in.  
14 I -- I was required to sign that, buy that. The same  
15 was -- in order to sign the contract for the lease  
16 purchase.

17 Q. All right, sir. At that time, in December of  
18 2010 --

19 A. That's correct.

20 Q. -- you were aware that there were membership  
21 agreements with campers?

22 A. I'd never seen one. I'd never seen a  
23 membership agreement.

24 Q. But you were aware that they existed?

25 A. I did.

1 Q. All right.

2 A. Matter of fact, I went there on Thanksgiving  
3 Day in 2010, and there were two campers there in the  
4 whole site. There was no employees there, period. I  
5 drove there, drove from Tennessee there, looked at it,  
6 and turned around and drove back.

7 Q. All right, sir. In fact, Susan Stroman told  
8 you that that campground operation was losing two to  
9 \$300,000 a year, didn't she?

10 A. She didn't tell me that. She told me there  
11 was an income of 150,000 a year from the dues.

12 Q. She told you that?

13 A. Right. And for me to hurry and sign a  
14 contract because it was coming near the end of the year  
15 and I could pick up those -- that \$150,000 in dues.

16 Q. All right, sir.

17 A. And that didn't really perk my interest,  
18 either, because I was interested in developing the  
19 property. And the contract -- the contract, Mr. Byrd,  
20 that I signed, the Lease Purchase Agreement, reflects  
21 that throughout the contract. It never -- I want to  
22 remind you, it never one time in that contract said  
23 that I was responsible for running a campground. You  
24 pull it out and find it.

25 MR. BYRD: Would you mark that as the

1 exhibit, next exhibit, please, ma'am.

2 (Exhibit No. 105 marked for identification.)

3 BY MR. BYRD:

4 A. Nor did I ever agree to take responsibility  
5 of one membership.

6 Q. Mr. Hutson, I'm going to show you what was  
7 marked as Exhibit No. 6 in the 2004 bankruptcy  
8 examination, and what has been marked in this  
9 deposition as Exhibit No. 105.

10 A. All right, sir. My statement was talking  
11 about the Lease Purchase Agreement. Now you've just  
12 handed me the membership purchase. You understand the  
13 difference?

14 Q. Yes, I do. And I understand what your  
15 testimony was.

16 A. And you understand that I was correcting what  
17 I just said to you?

18 Q. Mr. Hutson, look at Exhibit 105, please.

19 A. I am.

20 Q. All right, sir. Go to paragraph four.

21 A. Okay.

22 Q. Go to paragraph (a) of paragraph four, (iii)  
23 on page three of that.

24 A. On paragraph four?

25 Q. Yes, sir. Follow me now.

1 A. All right.

2 Q. (iii) of sub-paragraph (a) of paragraph four.

3 Do you see that?

4 A. A list of all assets?

5 Q. Well, I'll read it into the record --

6 A. Please do.

7 Q. -- so there will be no question about it. A  
8 list of all debts and obligations of the company and  
9 principal balances of said debts and obligations as of  
10 the date of closing, each of which are to be assumed by  
11 purchaser at closing, except only those loans by  
12 Messrs. Clark and Lovell to the company, which shall be  
13 repaid from the purchase price.

14 Now, the purchaser in this document is M.B.  
15 Hudson, spelled H-u-d-s-o-n. But that's you, isn't it?

16 A. That's me.

17 Q. All right, sir. And it says (iii) is a list  
18 of all the debts. And if you go back to --

19 A. And they fail to show a lot of debt, as well.

20 Q. Let's go to Schedule 4.(a)(iii) on that  
21 document.

22 A. Four-point what?

23 Q. It's a schedule. Go to the back.

24 A. Okay. And I might add, in the same paragraph  
25 no where does it state in this contract that I would be



1 responsible for 60 years of maintaining that property  
2 for campers, because it's impossible to work. Because  
3 they knew ahead of time that it was losing two to  
4 \$300,000 a year, the same as the gentleman right there  
5 in back of you, and the same reason this lady right  
6 here chickened out and wouldn't buy the place, because  
7 she knew it was losing money.

8 Q. Mr. Hutson, on page three, 4-A3(i) says, A  
9 list of all debts and obligations of the company and  
10 principal balances of said debts and obligations as of  
11 the date of closing, each of which are to be assumed by  
12 purchaser.

13 And you were the purchaser?

14 A. That is correct.

15 Q. So you just didn't understand what the  
16 contract said?

17 A. What I didn't understand was two things.  
18 One, that purchase of the memberships are worthless.  
19 They're not worth a penny. And that's provable.  
20 Number one.

21 Number two, I never realized -- because I had  
22 never seen one when I signed this paper -- I had never  
23 seen a membership agreement until after I had moved  
24 onto the property. Now, that's substantial. Please,  
25 don't overlook it.

1 Q. It -- it is substantial.

2 A. It is. I got screwed.

3 Q. So my question to you, how in the world would  
4 you enter into a contract, knowing that there was 720  
5 membership agreements in existence at that time, and  
6 not look at the first one of them?

7 A. I didn't have any to look at. I asked them  
8 for the records. They said they didn't have any  
9 records. May God strike me dead, I'm telling you the  
10 damn truth. That's a fact.

11 Q. They said they had no records?

12 A. They said they had no records that they would  
13 provide to me. I asked specifically for them. Richard  
14 Clark said they had no records that they would provide  
15 to me. And I never saw a membership agreement until I  
16 moved on that property. And they damn well know that.

17 Q. How could they know what you saw or didn't  
18 see?

19 A. Because they would have had to have gotten  
20 them.

21 Q. Weren't -- weren't you dealing with Susan  
22 Stroman?

23 A. She never gave -- she never gave me --

24 Q. Did you ever ask for one --

25 A. A membership agreement?

1 Q. -- from her?

2 A. We talked about them. But she never said to  
3 me they were for 60 years. I thought it was something  
4 that was, like, for 12 months.

5 Q. Okay. Did you ask her?

6 A. I did. She didn't make a big deal out of it.  
7 Matter of fact, she said, at the worst -- and she's  
8 right here, listening to me.

9 Q. You just tell me what you know, Mr. Hutson.

10 A. Okay. At the worst, you could -- you could  
11 cut the campsite down and put it across the street, and  
12 you can go ahead and develop the property. Well, that  
13 sounded pretty good to me. I didn't understand that by  
14 doing that, these -- TLC was getting ready to rip off  
15 700 or a thousand families. It's horrible.

16 When this goes before a jury, be a -- laugh, if  
17 you may.

18 Q. Mr. -- Mr. Hutson, come on. If you keep on  
19 like this, we're not going to get finished today.

20 A. I'll hurry.

21 Q. Okay. Now, you were told by Susan Stroman  
22 the campground was losing money. She actually told you  
23 two to \$300,00 a year, didn't she?

24 A. No, sir, she didn't.

25 Q. Okay. Well, why was --

1 A. She just said --

2 Q. Well, why was it, when you got to the  
3 campground, the first thing you did was fire  
4 everybody?

5 A. I didn't. I'd like for you to be accurate  
6 when you ask me questions.

7 Q. When did you fire the people you fired?

8 A. Well, let's say -- let's -- let's say it the  
9 way you just asked it. You said to me -- your question  
10 was, isn't it a fact that you fired everybody as soon  
11 as you got there? No, sir. I didn't start letting  
12 people go until around the fourth month, fifth month.  
13 Lisa Baxley and a few other people stayed on until  
14 around the eighth month, when I was totally convinced  
15 that the whole thing was a sham.

16 Q. The record will reflect when those people  
17 were terminated, Mr. Hutson.

18 A. That's good.

19 Q. All right. So are you --

20 A. Yes.

21 Q. -- still comfortable with your answer?

22 A. I -- I guarantee that I never fired all those  
23 people the first day I arrived. I gradually let them  
24 go, as I realized that there wasn't much cash coming  
25 in.

1 Q. Okay.

2 A. And that's what the record is going to show.  
3 Pull it out, if you've got it. If not, that's --

4 Q. We're -- we're definitely going to get there,  
5 Mr. Hutson.

6 A. Please do.

7 Q. We're definitely going to get there, so let's  
8 just take the question one at a time, okay?

9 A. I know what happened over there.

10 Q. All right. Now, let's back up to the  
11 chronology here. You contacted either Renee Roark or  
12 Susan Stroman --

13 A. Yes, sir.

14 Q. -- in or around October of 2010?

15 A. During that time.

16 Q. And they talked to you about this campground.

17 A. Yes, sir.

18 Q. Thereafter, you visited the campground?

19 A. I did.

20 Q. Walked the campground and looked at  
21 everything that was there?

22 A. I did.

23 Q. All right, sir. That would have been  
24 Thanksgiving Day 2010?

25 A. That's correct.

1 Q. Okay. Did you conclude at that time you had  
2 an interest in buying the campground?

3 A. No, sir.

4 Q. When was it you finally concluded you had an  
5 interest in buying the campground?

6 A. I concluded I had an interest in buying the  
7 property, to develop it.

8 Q. Now, Mr. Hutson, you knew in October of 2010,  
9 you certainly knew by November of 2010, that that piece  
10 of real estate was a campground; didn't you?

11 A. I did. And taking this lady's advice right  
12 here, that you could have only 20 lots, and taking the  
13 advice from Richard Clark, I was convinced that the  
14 campground was not an issue, I was not tied down to the  
15 campground. I had no -- I didn't have a -- I didn't  
16 have any affection for the campground. I wanted to  
17 develop the property. And that's exactly what my plans  
18 were. And that's what I laid out. And that's what I  
19 proceeded to do.

20 Q. Mr. Hutson, when you got, on Thanksgiving Day  
21 2010, to Big Water Resort campground, what did you see  
22 there?

23 A. I saw two humans.

24 Q. What else did you see?

25 A. I saw some vacant cabins.

1 Q. How many?

2 A. All of them.

3 Q. And how many were there?

4 A. Total, there's about 26.

5 Q. Twenty-six cabins?

6 A. Vacant, all of them vacant, nobody at the  
7 front office.

8 Q. How many campsites were there, Mr. Hutson?

9 A. There was about a hundred, all of them  
10 vacant, except for two.

11 Q. So you go into a campground, and it was  
12 called Big Water Campground, right? Big Water Resort?

13 A. Big Water Resort, yes, sir.

14 Q. And it was clear that it was a campground?

15 A. It was clear.

16 Q. All right, sir. Then, at some point in time  
17 after Thanksgiving 2010, you concluded that you wanted  
18 to buy that piece of property, correct?

19 A. That's correct.

20 Q. Okay.

21 A. Not for a campground, because I had releases.  
22 Counselor, you -- maybe you should read your documents  
23 more carefully. My contract shows that I have a right  
24 to buy and release property at will, all of it. And it  
25 says nothing about what's going to happen to the

1 members. And Mr. Clark, Mr. Lovell and Thigpen signed  
2 that agreement to sell that property to me.

3 Q. Mr. Hutson?

4 A. Yes, sir.

5 Q. On December 15, 2010, you executed Exhibit  
6 No. 105, correct?

7 A. Talking about this contract? I did.

8 Q. Exhibit 105. And in that contract, you agree  
9 to assume the responsibility for 720 camping contracts,  
10 didn't you?

11 A. I don't think it reads assume the  
12 responsibility of the memberships. Are you asking me  
13 about the campground or the memberships?

14 Q. I'm asking you about that document, 105 --

15 A. Then --

16 Q. -- right there.

17 A. -- if you will look that up for me and show  
18 me where it says that I'm responsible, I've agreed and  
19 I've signed to be responsible for the memberships, read  
20 it to me, please.

21 Q. I'm going to let you read it yourself. And  
22 I'm going to read it out loud again. I've already read  
23 it into the record, Mr. Hutson. Paragraph 4(a)(iii).

24 A. Okay.

25 Q. 4(a)(iii) is found on page three, Mr. Hutson.



1 Are you there yet?

2 A. I'm on page three.

3 Q. All right, sir. You see (iii) up there?

4 A. I do.

5 Q. Okay. And don't you see, as I just read it,  
6 you assumed all the debts and obligations, obligations,  
7 in this contract, right? You see that?

8 A. Obligations, yeah, I see that.

9 Q. All right. And then there's a schedule  
10 attached to the document that lists the contracts and  
11 obligations. Go to that, Mr. Hutson.

12 A. May I --

13 Q. Wait. Wait. No. You can ask me something  
14 else. I want you to go to that schedule, and then --

15 A. Okay. You said something I don't understand.

16 Q. All right, sir.

17 A. But I'll -- I'll -- I'll go to where -- which  
18 page you want to go?

19 Q. I want you to go to Schedule 4.(a)(iii).

20 A. Okay.

21 Q. See that? And if you go down --

22 A. Uh-huh.

23 Q. -- to the fourth obligation, see that?

24 Membership agreements with 720 members and the Big

25 Water Lake Club. Do you see that?

1 A. No, sir, I don't.

2 Q. Do you need some glasses?

3 A. Now you put your finger on it, if you will.

4 Q. I mean, this -- look, here it is, right here.

5 If you'll cooperate with me a little bit --

6 A. I'm cooperating.

7 Q. All right. Now --

8 A. I see it.

9 Q. -- you see it, right there?

10 A. All right, I see that. Membership agreements  
11 with 720 members in the Big Water Resort.

12 Q. And what does it say?

13 A. I just read it.

14 Q. Membership agreements with 720 members in the  
15 Big Water Club?

16 A. Right.

17 Q. And look at the term. See that word,  
18 "varies"?

19 A. Doesn't say vary in here.

20 Q. I declare. Let's look right there, Mr.  
21 Hutson.

22 A. Oh, the next aisle. Varies, okay.

23 Q. So you were told, and in fact signed an  
24 agreement, to assume 720 membership agreements, the  
25 terms of which varied?

1 A. That's -- I -- that I did.

2 Q. Okay.

3 A. Now, with an explanation.

4 Q. All right.

5 A. I was never told, and it's not reflected  
6 anywhere in here, that I was signing to buy memberships  
7 for 60 years. Because if that -- if -- if I had signed  
8 up for that, for Christ's sake, how in the world could  
9 I develop the property and sell it to the public, if I  
10 was obligated -- obligated for 60 years? And those two  
11 people knew. He's smiling about it. He knew darn well  
12 that I could not comply with my contract, because  
13 there -- when the members -- when the members found out  
14 that I had bought the property or had a right to an  
15 option to buy the property, to build as a condominium  
16 project, to sell to the public, they went up in arms  
17 about it.

18 Q. Okay. The fact of the matter is, though, you  
19 agreed to assume that responsibility?

20 A. I agreed -- I agreed to what this reads.

21 Q. Okay.

22 A. But it was -- I was tricked.

23 Q. You were tricked? You had a lawyer for this  
24 transaction, right?

25 A. He never had seen a membership agreement,

1 either.

2 Q. You sure about that?

3 A. I -- I -- I believe I'm right about that.

4 Q. Okay.

5 A. As a matter of fact, I believe that he came  
6 there after I had bought the place.

7 Q. Wait a minute, Mr. Hutson.

8 A. Yes, sir.

9 Q. Let her mark this exhibit.

10 A. Okay.

11 Q. She can't take your testimony down --

12 A. I understand.

13 Q. -- while she's doing that.

14 A. I understand.

15 Q. Okay.

16 (Exhibit No. 106 marked for identification.)

17 BY MR. BYRD:

18 A. Thank you, sir.

19 Q. Now, wait a minute. I want you to read that  
20 document, Mr. Hutson.

21 A. All right, sir, I'll read it. I never  
22 agreed -- I don't see -- I don't see where I signed  
23 this.

24 Q. Let me ask you something, Mr. Hutson.

25 A. Did I sign this; yes or no?

1 Q. Yes, sir, you did. If you look at this  
2 document, right here --

3 A. All right, sir. This -- pull this paragraph  
4 up, please, sir.

5 Q. Did you sign an e-mail; is that your  
6 question?

7 A. Did I sign this document, right here?

8 Q. That's an e-mail. Why would you sign an  
9 e-mail?

10 A. Is -- is that paragraph in this contract?

11 Q. It's an e-mail to your lawyer. Isn't Andrew  
12 Tucker your lawyer, and wasn't he your lawyer on  
13 December 28, 2010?

14 A. What you asked me to read appears to be  
15 something that would be in a contract. But this is  
16 no know where in that contract. This is just some  
17 highfalutin talk. I never -- I never saw this.

18 Q. You think your --

19 A. It's not in the contract. Don't you think  
20 this should have been in the contract, if I was  
21 supposed to pay the members \$500,000? Don't you think  
22 it should have been in the contract, for Christ's sake?  
23 Get real. I know you're trying to protect these  
24 people, but this is ridiculous.

25 Q. Mr. Hutson, what are you talking about,

1 \$500,000?

2 A. It -- it says right here something to the  
3 effect that -- because there's no commas or anything  
4 that I could see. I'm also attaching a copy of the  
5 sheet, \$5,000, \$7,000.

6 Q. There's not any reference to \$500,000 in this  
7 document.

8 A. All right. Well, there's no commas in here.  
9 I -- I didn't understand what it was.

10 Q. Well, the numbers are not 500,000, are they?  
11 It's five to \$7,000. And it's talking about the cash  
12 that you're going to get, isn't it, Mr. Hutson?

13 A. Shall be a list of the LLC debt, parenthesis,  
14 including debts to the LLC current members.

15 Now, what that means, I don't have a clue.

16 Which shall be repaid from proceeds of the sale.

17 Q. Why you are reading that, Mr. Hutson?

18 A. I'm reading it because it's in here.

19 Q. All right. Look, here's what it says, right  
20 here. Steve Lovell's e-mail to Andrew Tucker, on the  
21 28th day of December 2010. Was, on that day, Andrew  
22 Tucker your lawyer?

23 A. Probably so.

24 Q. Probably?

25 A. I don't remember when. It's been years. But

1       probably. If he wrote it, addressed it to Andrew, I  
2       would say yes to that.

3           Q.    Okay. And Mr. Tucker was your lawyer with  
4       regard to the purchase of Big Water Resort, wasn't  
5       he?

6           A.    That's correct.

7           Q.    Okay. In fact, after you met with Richard  
8       and Steve --

9           A.    Uh-huh.

10          Q.    -- and y'all had a deal in principle, you  
11       went to Andrew Tucker's office and you sat down with  
12       him and said, Mr. Tucker, this is our agreement. And I  
13       want you to paper it for me, as my lawyer. Isn't that  
14       what you did?

15          A.    No, sir.

16          Q.    Didn't -- what did you do?

17          A.    Well, thank you for asking. I went to Tucker  
18       and I said, It looks like I might have a deal going  
19       here. I'd like for you to be involved in it. But, in  
20       essence, their lawyers -- might be you -- their lawyers  
21       drew the contract.

22          Q.    How do you know that?

23          A.    I didn't -- I didn't say I knew it.

24          Q.    Well, what we're talking about is what you do  
25       and don't know here today.

1 Now, my question to you is, didn't you ask  
2 Mr. Tucker to represent you with regard to the  
3 purchase?

4 A. I did.

5 Q. Okay. And didn't he, in fact, undertake to  
6 draft an agreement consistent with what you told him?

7 A. But it never got -- that -- that -- that --  
8 what he proposed never got approved.

9 Q. Okay. So he sent --

10 A. Their attorneys, whoever it was, drew the  
11 agreement. Richard Clark's attorney, Steven Lovell's  
12 attorney drew the agreement. And I don't know who that  
13 lawyer is.

14 Q. Don't -- don't you know that Andrew Tucker  
15 sent an agreement down to Billy Coffey for this  
16 transaction? You know that, don't you?

17 A. To Billy Coffey?

18 Q. Yeah.

19 A. No, I'm not sure about that. I think Billy  
20 Coffey was -- it's coming back to me now.

21 Q. Oh, good.

22 A. Well, it's good. It is good. Wait until you  
23 hear it. What happened was this. Billy Coffey was  
24 going to represent me in this deal. Then -- that's  
25 right, me, before --



1 Q. Andrew Tucker was representing you, wasn't  
2 he?

3 A. Hear me out. I talked to Billy Coffey  
4 before I went to Andrew. And Billy Coffey had to back  
5 out because there was a conflict, because there was a  
6 lawsuit going on. And Billy Coffey was named, I  
7 believe, as a defendant in that lawsuit. And TLC was  
8 suing them. So Billy Coffey know he had a conflict of  
9 interest. And the realtors told me about that  
10 conflict. And I asked Billy Coffey about it. He said  
11 he didn't think it would bother anything. But later he  
12 dropped out. And I informed Richard Clark that Coffey  
13 was out of it.

14 Q. Okay. By December 28, 2010, Andrew Tucker  
15 was clearly your lawyer --

16 A. That's correct.

17 Q. -- in the transaction, right?

18 A. Right.

19 Q. And that e-mail that was sent to Steve  
20 Lovell, look at the second page of it, Mr. Hutson.  
21 That's the very schedule which is attached to the  
22 contract, isn't it, Mr. Hutson?

23 A. I would say yes to that.

24 Q. Okay. So --

25 A. But a lot of this is not correct. It's

1 inaccurate. But I had no way of knowing it.

2 Q. What's inaccurate about it?

3 A. Well, inaccurate, one thing is this thing  
4 about the club memberships.

5 Q. What about it is inaccurate?

6 A. It's the fact that they should have said that  
7 I've got to have this obligation for 60 years, when  
8 they are doing this, getting me to sign this, when  
9 they're signing an agreement making me pay 10,000 a  
10 month for the right to buy the property. How in the  
11 hell would I buy the property if I had to honor 60  
12 years on the contract?

13 Q. Particularly if you were dead broke, right?

14 A. Well, you're -- I've answered that question  
15 about --

16 Q. Okay.

17 A. -- the dead broke issue.

18 Q. Okay.

19 A. I mean, that's the biggest conflict of  
20 interest that I've ever seen.

21 Q. You through?

22 A. Yes, sir.

23 Q. Let's go off the record, please.

24 MR. CARR: I'm going to end this tape. It's  
25 at 53 anyway. This is the end of tape number one in

1 the deposition of M.B. Hutson. We're off the record at  
2 10:53 A.M.

3 (A brief recess was taken.)

4 MR. CARR: This is tape number two in the  
5 deposition of M.B. Hutson. We're on the record at  
6 1:04 -- 11:04 A.M.

7 BY MR. BYRD:

8 Q. Mr. Hutson, during the due diligence period,  
9 that is, when you were looking at the campground,  
10 trying to decide whether you did or did not want to buy  
11 it, you'd been talking to Richard Clark and Steve  
12 Lovell. And at some point in time before the closing,  
13 you came into contact with Lisa Baxley, correct?

14 A. No, sir.

15 Q. You didn't?

16 A. No, sir.

17 Q. When is the first time you ever saw or talked  
18 to Lisa Baxley?

19 A. I called her one time, just prior to my  
20 arrival, about maybe a day ahead of time.

21 Q. Okay. And when did you arrive?

22 A. I arrived just before the new year.

23 Q. Okay.

24 A. I'd say four days -- four days prior to. I  
25 can't remember, exactly.

1 Q. Okay. And you don't recall talking to Lisa  
2 Baxley about the records of Big Water Resort?

3 A. She said -- when I spoke to her, she said  
4 that she would not release any of that information. As  
5 a matter of fact, they never did.

6 Q. Okay. Well, why did you buy it, then?

7 A. I wanted to develop the property. I didn't  
8 care about the campground. I wanted to develop the  
9 property. It was waterfront. I wanted to develop the  
10 property, and that's -- that's why.

11 Q. I -- I -- I know you wanted to. But, in --  
12 in all of the real estate development deals you've done  
13 in the past, have you never done any due diligence  
14 about what you could do with the property, what you  
15 couldn't do with the property, who owned the property?  
16 You never did anything like that, in those prior  
17 transactions you had?

18 A. I normally would have a contract that read  
19 that I had six months to do due diligence. In this  
20 case, I only had a week or so, a couple of weeks, three  
21 weeks, about it.

22 Q. But wasn't that as a result of your demands  
23 that the transaction had to be closed on before  
24 December 31?

25 A. They were -- I don't remember anybody

1 demanding that.

2 Q. Okay.

3 A. I don't think Richard said it. I don't think  
4 I said it. They were anxious to get rid of it, and I  
5 understand why now. And they were happy.

6 As a matter of fact, Mr. Clark told me before I  
7 signed the closing paper, he called Lisa and told her  
8 that I was in charge of the place.

9 And I called Lisa after that and told her that I  
10 would be there. And I arrived about a week before the  
11 papers were signed.

12 Q. Arrived at the campground?

13 A. (No verbal response.)

14 Q. Okay. And --

15 A. That's how anxious they wanted to sell it.

16 Q. Okay. And Lisa was there when you arrived,  
17 right?

18 A. (No verbal response.)

19 Q. And they -- you just -- you just told me that  
20 they told Lisa you were in charge; is that right?

21 A. That's what Richard Clark told me to tell --  
22 or maybe Richard told Lisa that.

23 Q. Okay. So at that point in time --

24 A. I think Richard Clark told Lisa that.

25 Q. I'm sorry.

1 So before that time, or before you signed the  
2 agreement, you were actually on the property and you  
3 had total access to any information Lisa had; is that  
4 right?

5 A. No, sir. Lisa never gave me any information  
6 until after I had moved in.

7 Q. Okay. But you just told me you moved in  
8 before the closing.

9 A. I'm -- I'm saying I had signed the papers,  
10 because they were coming from three different parties.  
11 It took about a week for the papers all to get back  
12 together.

13 Q. Okay.

14 A. If you'll notice, they're all signed  
15 different times.

16 Q. All right. But the document actually says  
17 it's effective December 30th, right?

18 A. December 30th? Probably. That was the last  
19 day of the month, perhaps. But I had signed prior to  
20 that.

21 Q. Yes, sir. But the closing says -- I'm  
22 reading from Exhibit 105. It says, Closing. The  
23 closing of the sale and purchase shall take place on  
24 December 30, 2010, at the law office of Andrew F.  
25 Tucker, 385 Second Avenue, Suite 1, Dayton, Tennessee,

1 or at such place as the parties may mutually agree.

2 So the closing was December the 20 -- 30, 2010,  
3 right?

4 A. That's when I got a fully executed contract.

5 Q. All right, sir. But you were actually on the  
6 campground before that, right?

7 A. Just a few days.

8 Q. Okay. And Lisa was working for you then,  
9 right?

10 A. That's right.

11 Q. All right.

12 A. Everybody there was working for me. It was  
13 about 21 people.

14 Q. Okay. So at that time, you had access to all  
15 the records of Big Water Resort, right?

16 A. Well, actually, we went into the new years  
17 and there wasn't much activity there. And Lisa and  
18 them wanted off time. So nothing really happened for  
19 about four days, five days, actually, almost until  
20 after Christmas.

21 Q. Okay.

22 A. Then I got Tucker to come down. And we  
23 actually started reading some of the membership  
24 agreements. And lo and behold, and I can't tell you  
25 why, he never picked up on the fact that I was

1 obligated, according to you, for 60 years, for each one  
2 of these people. Because if so, it would be -- why --  
3 why bother to get a -- a sales contract and charge me  
4 \$10 -- \$10,000 a month, when they know good and well  
5 that I can't develop, because I've got to keep this  
6 place as a whole for 60 years? Makes no difference.  
7 It's a total conflict. It's a rip-off. I'm aggravated  
8 about it, and you can tell it in my voice.

9 Q. But --

10 A. I worked -- I worked three years over on this  
11 place, trying to make it happen, when they could never  
12 sell the property.

13 Q. Okay. Well, when you and Mr. Tucker were on  
14 the campground, before the closing, reading those  
15 membership agreements, was it just him reading them or  
16 did you read them?

17 A. He and I sat at the table together and went  
18 over them.

19 Q. Okay. Well, you missed the fact that they  
20 were lifetime memberships, then; is that right?

21 A. That's right.

22 Q. Okay.

23 A. I didn't -- I did not realize that we were  
24 talking 60 years. I mean, if -- if I had, if I had,  
25 why would I have signed a contract to start developing



1 immediately?

2 Q. Okay. Now, Mr. Hutson, did you look at the  
3 financial statements?

4 A. The financial statements they gave, the only  
5 thing I had was a list of purported items and worth,  
6 which was a crock of -- for instance, they estimated  
7 the tractor that was on that property was worth  
8 \$25,000. That tractor was beat all to pieces by  
9 Martha's son, that tore it all up. That tractor was  
10 not worth a thousand dollars, at best. They  
11 overestimated everything that they put down on their  
12 list.

13 Q. But it didn't have anything to do with the  
14 purchase price, did it, Mr. Hutson?

15 A. No, it didn't have anything to do with the  
16 purchase price.

17 Q. Okay. All right. Did you look at the  
18 financial statements --

19 A. No, sir.

20 Q. -- for Big Water Resort, LLC?

21 A. No, sir.

22 Q. They were right there, though, weren't  
23 they?

24 A. I didn't even know what the electric bill  
25 ran, until Lisa told me at the end of January. I

1 didn't -- I had no idea. I had never ran a campground  
2 in my life. I knew nothing about that campground.  
3 I -- I went there and I started right from the  
4 beginning.

5 Matter of fact, couple of weeks after I was there,  
6 Lisa Baxley was with me in a meeting about the  
7 development with a lawyer in Manning. It was all about  
8 development. It was not about the campground.

9 Q. Well, you had an obligation to manage the  
10 campground, didn't you?

11 A. Until I got it developed. And I -- just  
12 because you don't know, and if you'd like to know, it  
13 might be good for the record, something else. When I  
14 went there, about five or six days after I got there,  
15 Lisa called me and said, Mr. Hutson, there are four  
16 members that want to meet with you.

17 Q. And when -- about when was this, Mr. Hutson?

18 A. About four or five days after I had gotten  
19 there.

20 Q. Okay.

21 A. Maybe ten days.

22 Q. Okay. So this would be sometime before the  
23 closing?

24 A. Early part of January.

25 Q. Okay. So after the closing?

1 A. So I said, Fine, I'll meet them.

2 And she said, Where?

3 I said, Well, I'll meet them up in the front  
4 office.

5 She said, Fine.

6 So she set that up. At about -- I was to be there  
7 at six o'clock.

8 I was on the grounds, but I was busy. And the  
9 security guard that was working there, which was still  
10 working there, one of which I had not fired, same as  
11 Lisa I had not fired, text me and said, Mr. Hutson, how  
12 many people were you supposed to meet at this meeting?  
13 Because she had heard some radio, two-way radio and --  
14 security guy had a radio, so he was monitoring it.

15 And I said, Four people.

16 So he texts me back and he says, There's about 75  
17 cars here, 80 cars, maybe 100 cars.

18 And I thought, Wow. Okay.

19 So I went up there to meet them. And they were  
20 some kind of upset. And they -- Mr. Byrd, they were  
21 not upset with me. They were upset with TLC and a  
22 couple of the salespeople that TLC had. And if any of  
23 the TLC members had been there that night, they  
24 probably would have gotten their ass beat. That's  
25 according to them.

1 Q. What were they mad about?

2 A. They were mad about being lied to. And it --

3 Q. What -- what -- what --

4 A. -- must have been 150 of them in there.

5 Q. Lied to about what?

6 A. About the campground wasn't what it was  
7 supposed to be.

8 Q. What was it supposed to be?

9 A. It was supposed to be free. And it had  
10 changed. It was no longer free. It was, originally,  
11 but then it wasn't. It changed. They had a while --  
12 everybody had different complaints. There wasn't  
13 anybody happy in there.

14 So I finally -- I finally said, Wait. Wait.  
15 Look. I'll tell you right now that I will give you 12  
16 free days of camping. And that kind of calmed people  
17 down some.

18 And I didn't even know, really, what I was  
19 committing to. Reason is, because each one of those  
20 campers draw more electricity than what Coast To Coast  
21 was paying to bring in their campers. Coast To Coast  
22 was paying ten dollars a night. But, for Christ's  
23 sake, it took \$20 a night for electricity, for big  
24 buses. She's got a big bus. She knows. I called the  
25 factories that built them. I got the wattage. I

1 called the power company and found out.

2 Q. Mr. Hutson, my question to you on the table  
3 right now is, what were they unhappy about?

4 A. They were unhappy with TLC.

5 Q. About what?

6 A. I can go into detail.

7 Q. That's what I want you to do.

8 A. They were unhappy about the pool, the pool.

9 Q. What was wrong with the pool?

10 A. The pool had a lot of missing tiles, all over  
11 the pool.

12 Q. Okay.

13 A. And Susan Stroman, she knows all about --

14 Q. Okay.

15 A. -- conditions of the campground.

16 Q. All right.

17 A. So the pool, the -- the -- they were being  
18 charged a thousand dollars to use the clubhouse for a  
19 wedding.

20 Q. Okay.

21 A. I'm trying to think back. A lot of the  
22 breakers on the campsite didn't work, didn't function  
23 properly. There was a lot of rot around the doors on  
24 the cabins. They were concerned about a lot of theft  
25 that had happened there, even though they had had

1 security there. And, most of all, they were unhappy  
2 with Byron, I think, Myron, Myron somebody. Those two  
3 gentlemen there know him, because they hired him. But  
4 Myron somebody, they were -- they were just in a rage  
5 with Myron and TLC.

6 Q. For what?

7 A. For -- they -- because they did not have what  
8 they were promised.

9 Q. Which was what?

10 A. I just went over some of it. We'll sit here.  
11 I can -- I can think and go back over. This is three  
12 and a half years ago. But I can think a lot of other  
13 things that they were unhappy about.

14 Q. So they were unhappy about the tile around  
15 the swimming pool, right?

16 A. Right. That was about a \$25,000 unhappy bill  
17 to fix, too.

18 Q. They were unhappy about the breakers, some of  
19 the breaker, electrical breakers, weren't working,  
20 right?

21 A. They were unhappy -- right. They were  
22 unhappy about the fact that they were promised this and  
23 that, and the other.

24 And it was hard to talk to them, because nobody  
25 would keep quiet. It was not an orderly type of a

1 meeting. Everybody had a different concern. Some  
2 people had concerns because dogs would do their job in  
3 the campground, and there was a rule against it, and  
4 nobody enforced it. And therefore -- I mean, you  
5 must -- there was probably 100 different complaints, a  
6 whole bunch of them. If I sat here and just thought  
7 about them and thought about them, I could -- I could  
8 start thinking. And the -- and the -- and the lack of  
9 maintenance in the campground, that was a big factor.  
10 A whole bunch of things.

11 Q. Can you think of any more, Mr. Hutson?

12 A. I could. If you want to take the time, I  
13 could think of some more.

14 Q. It's very important. How about tell me all  
15 you can remember?

16 A. You give me about eight minutes to do a  
17 little figuring.

18 MR. BYRD: While Mr. Hutson is thinking,  
19 would you mark these as the next composite exhibit?

20 (Exhibit No. 107 marked for identification.)

21 MR. BYRD: That's 307, guys.

22 MR. THOMAS: Three?

23 MR. PADGET: 107.

24 MR. BYRD: I beg your pardon, 107. Thank  
25 you. It's all the same.

1 (Discussion held off the record.)

2 BY MR. BYRD:

3 A. All right, I'll name you a few more.

4 Q. All right. Hold --

5 A. If you're ready?

6 MR. BYRD: Would you straighten that mess out  
7 for me, please, John?

8 MR. WILKERSON: Yes, sir.

9 MR. BYRD: Thank you. Okay.

10 BY MR. BYRD:

11 A. They did not want to pay their yearly dues  
12 because they said that because of charges -- and then,  
13 most of them only came about five or six or seven times  
14 a year now. A lot of them came regular. But the  
15 majority of them only came about five to ten times a  
16 year. And they felt it was cheaper just to pay when  
17 they wanted to come, and not pay the yearly dues. That  
18 was one of the complaints.

19 Another one was broken promises, such as -- and I  
20 asked the question, Like, what? Well, the 75 acres  
21 right across the street was supposed to be developed  
22 into a water park. A whole bunch of people raised  
23 their hand and said that's right, they were promised  
24 there was going to be a water park there, going to be  
25 water park. Everybody kept asking, When's it going to



1 be developed? When's it going to be developed? But it  
2 never got developed.

3 Then, they were unhappy about a slum motel on  
4 the -- on the one side of the motel, on one side of Big  
5 Water, adjacent to it. And it was constant criminal  
6 activities going in there. And somehow Big Water  
7 Resort had cut a deal with that motel or some of the  
8 people in there, that they would sell memberships.  
9 Matter of fact, I just noticed it somewhere in here,  
10 like, for \$4,500, something I was reading. But I -- I  
11 didn't -- see that, but -- for whatever -- so there  
12 was -- it was something about that. They were real  
13 unhappy about that. They wanted to disassociate  
14 themselves. They wanted, the members, to disassociate  
15 themselves with that.

16 And then they were unhappy about the fact that  
17 nonmembers were coming in. That was another issue that  
18 they had. Nonmembers was coming in. Why should they  
19 pay their dues, when a nonmember could come in there  
20 and pay a little bit of money? So they decided that's  
21 the best thing for them to do, too.

22 And so there was a whole bunch of complaints. I  
23 mean, it went on -- I was there three hours in that  
24 meeting, almost exactly three hours.

25 And -- and another issue was, when I got there,

1 and they complained about it, the sewer system always  
2 was -- not always, but it backed up. It was  
3 problematic. The sewer pumps in there, when I got  
4 there, were undersize. I bought and paid for two new  
5 sewer grinder/shredder pumps. I went up to Florence  
6 and bought them and had them put in, because I spent  
7 about \$30,000 with septic tank trucks and all, because  
8 the sewer system backed up so often. It was terrible.  
9 Every time you had a whole bunch of people come there  
10 on one particular day, like Fourth of July, you stand a  
11 good chance that your system is going down. None of  
12 this I didn't know.

13 Another thing that -- okay. I've listed some more  
14 for you.

15 Q. Okay.

16 A. What if I -- I mean, if I list a hundred, and  
17 I probably could, what -- bottom line is, they were  
18 very unhappy.

19 And they were glad -- they were glad, the same as  
20 I have a letter that I will produce in the next two  
21 days, that Lisa Baxley writes in behalf -- she wrote it  
22 to Richard Clark. And it outlined what a good job I  
23 was doing six, seven months after I was there. It was  
24 written in August 24th, on the campground.

25 MR. BYRD: Okay. Let's mark that as the next

1 exhibit, please, ma'am.

2 (Exhibit No. 108 marked for identification.)

3 BY MR. BYRD:

4 A. That campground was doomed before I ever got  
5 there. Same as that man sitting right there in back of  
6 you knows it. He admitted under oath that it couldn't  
7 run as a private campground.

8 MR. LOVELL: You're lucky I can't speak.

9 BY MR. BYRD:

10 Q. This document has been marked as 108. Mr.  
11 Hutson, I'd ask you to take a look at Exhibit 108, if  
12 you would, right here.

13 A. Yes, sir. Are we finished with this?

14 Q. Well, probably not finished with it. But we  
15 can -- for right now, we are.

16 A. Okay.

17 Q. This is an e-mail you sent to Tom Harper on  
18 November 21, 2013. You say, Good evening, Tom. After  
19 rereading your letter today, I am convinced that your  
20 aim is to get me out of the Big Water Resort. I wish  
21 to remind you of a few things as follows.

22 Now, before we look at those few things, on  
23 November 21, 2013, you were in breach of the contract  
24 that you entered into with TLC Holdings?

25 A. Because it was impossible to perform.

1 Q. All right. But on November --

2 A. Legally, it was impossible.

3 Q. On November 21, 2013, you were in breach of  
4 that agreement?

5 A. Because I was defrauded.

6 Q. Okay. All right.

7 Now, number one, you say, I purchased Big Water  
8 Resort and own it. I have invested my own monies, as  
9 well as monies that Big Water Resort has made.

10 Now, the truth of the matter is, Mr. Hutson, you  
11 never put any of your own money into that campground,  
12 did you?

13 A. I'm not sure you know the truth. So you've  
14 asked me a question, I'll answer it. I got a salary  
15 when I was there, and that was my salary. And I've  
16 taken that salary, on many occasions, including the  
17 selling of my truck, that was free and clear, paid off,  
18 a truck that I paid \$34,000 for, and sold it, helped  
19 pay bills at Big Water Resort.

20 Q. This sentence, Mr. Hutson, says, I have  
21 invested my own money --

22 A. That's correct.

23 Q. -- as well as monies that Big Water Resort  
24 has made.

25 Now, that salary you just referred to came from

1 Big Water Resort, right?

2 A. I was entitled to that.

3 Q. I -- I didn't ask you that. But that's where  
4 that salary came from, right?

5 A. It should.

6 Q. Big Water Resort?

7 A. Yes, sir.

8 Q. All right.

9 A. Of course. Spending seven days a week there.

10 Q. You finished?

11 A. (No verbal response.)

12 Q. Okay. You say, I have invested my own  
13 monies, as well as monies of Big Water.

14 So you didn't invest any of your own monies, did  
15 you.

16 A. You're missing the point. If you get a  
17 paycheck from this law office, and you invest it back  
18 into this law office, your paycheck, wouldn't that be  
19 an investment back into the business? And in 2013,  
20 sir, I was getting -- I was getting a paycheck. And I  
21 would take, many times, my money and put it back in the  
22 business, because I had to pay TLC \$10,000 a month for  
23 something that they could not fulfill.

24 Q. Well, let me ask you this. Be a little clear  
25 with my question.

1 A. Yes, sir.

2 Q. Any money that you ever put into Big Water  
3 came from Big Water, right?

4 A. Wrong.

5 Q. Where did it come from?

6 A. I just -- I said to you, I sold my truck to  
7 help pay bills at Big Water.

8 Q. So that's \$10,000, what you sold it for; is  
9 that right?

10 A. That's right. I lost probably 12,000. But I  
11 had to get it quick, because, why? I had to pay an  
12 electric bill, which was fraudulent, because they had  
13 a -- they had a crook, Black River Resort --

14 Q. Mr. Hutson --

15 A. It's true.

16 Q. I -- I have --

17 A. You damn well know it.

18 MR. CARR: It's just making a bunch of  
19 noise.

20 BY MR. BYRD:

21 Q. The only money you ever put into Big Water,  
22 except for that \$10,000 from that truck, was money that  
23 you got out of Big Water; isn't that true?

24 A. That's correct.

25 Q. Okay. Then you say that, Yes, I stated from

1 the beginning to the sellers that Big Water Resort, as  
2 a campground, could never pay what the sellers are  
3 asking me to pay for the campground and a few cabins  
4 that presently exist. Therefore, I have endlessly  
5 struggled to get the necessary approvals needed to have  
6 a subdivided property where monies could be derived to  
7 pay for the property and improvements as they stand  
8 today. Developing is the only way.

9 Now, you talked about that here already today,  
10 correct?

11 A. Yes, sir.

12 Q. But notwithstanding all of that, you knew it  
13 was a campground and you knew it had members?

14 A. That's correct.

15 Q. Okay. Now I'm going to show a composite, an  
16 Exhibit 107.

17 A. May I respond to that last question that you  
18 asked?

19 Q. Sure.

20 A. Very quick.

21 Q. Yeah, sure.

22 A. You seem to kind of overlook the fact what I  
23 said was, the campground could never make it. Only a  
24 development could make it. And when I went there, I  
25 went there to develop the property, not to run a

1 campground. I was required to run the campground. I  
2 wanted -- I wanted to develop the property, the same as  
3 Richard Clark and Lovell wanted me to develop it,  
4 because they knew that there was -- it was impossible  
5 for the campground to pay \$6 million for the property.

6 Q. You -- you didn't tell them that you had no  
7 way to pay the obligations in the contract, did you,  
8 Mr. Hutson?

9 A. To pay \$6 million?

10 Q. Yes, sir.

11 A. I did tell them.

12 Q. Well, I'm talking about when you signed the  
13 agreement, Mr. Hutson.

14 A. Yeah, I told them -- I told them that I would  
15 develop the campground. That's why the -- the contract  
16 reads -- the contract reads that they get 35 percent of  
17 the net out of each sale. So they knew ahead of time,  
18 before they signed the contract. They had agreed. And  
19 it so specifies that in the contract, that every cabin  
20 or condo that I sell to the public -- they didn't care  
21 about -- they didn't care about the members -- to the  
22 public, they got their 35 percent, which was to be  
23 applied towards \$6 million. Now, I ran over the  
24 figures, and I could have developed all that property  
25 and made a profit.



1 Q. When you signed the Lease Purchase Agreement  
2 in December of 2010 --

3 A. Yes, sir.

4 Q. -- you agreed to pay them \$10,000 a month,  
5 correct?

6 A. For the right to buy the property.

7 Q. Well, that was a lease. That was a right to  
8 lease the property, wasn't it?

9 A. Counselor, you know what a lease option --  
10 Lease Purchase Agreement is. This thing spells out  
11 release provisions per acre for \$145,000. That  
12 contract gave me permission to apply immediately to the  
13 county, to DHEC, to various governmental agencies. For  
14 what? For a development.

15 Q. Okay. I'm going to ask you to look at  
16 Exhibit 107.

17 A. Yes, sir.

18 Q. You're talking about when you had that  
19 meeting with the members, 75, 80 or 100 or so, that  
20 were there complaining about the campground. Isn't  
21 that what the campground looked like when you took it  
22 over in December of 2010?

23 A. From a distance, on an almost dark night,  
24 yes. But if you'd go up there and looked inside the  
25 pool, you'd see blue tiles missing all over inside the

1 pools.

2 Q. Okay. All right.

3 A. And you had -- and you had pumps that didn't  
4 work. There was a lot of things, a lot of issues. Had  
5 to change out a lot of the pumps, very expensive.

6 Q. In December of 2010?

7 A. No, sir. I -- if you're asking me -- I  
8 misspoke. Let's understand each other. When I got  
9 there, the pools looked horrible because they had shut  
10 the pools down in December. So the pools had green  
11 fungus in them. So that picture right there, if  
12 somebody tells me that was taken on December, I would  
13 say that's not true. Because the pools look as if  
14 they're running. And I know darn well that the pools  
15 don't run in December.

16 Q. Mr. Hutson, I didn't represent to you that  
17 those pictures were taken in December of 2010.

18 A. Well, you're showing me a picture of  
19 something that looks pretty, but that's not what I  
20 walked into.

21 Q. So your testimony here today is, when you got  
22 there in December of 2010 --

23 A. It was bad.

24 Q. -- the swimming pools were nasty?

25 A. That's right.

1 Q. Okay. All right. You think anybody's going  
2 to substantiate that testimony, Mr. Hutson?

3 A. I hope so.

4 Q. Anybody?

5 A. I have a -- I've listed some witnesses.

6 Q. Okay.

7 A. And I've presented them to you.

8 MR. BYRD: Would you mark that as the next  
9 exhibit, please?

10 (Exhibit No. 109 marked for identification.)

11 BY MR. BYRD:

12 Q. This is Exhibit 109.

13 A. Thank you, sir.

14 Q. Mr. Hutson, let me orient you to this  
15 document. This is a letter sent to Steve Clark at TLC  
16 Holdings on December 19, 2013. You really didn't mean  
17 to send it to Steve Clark, did you? Wasn't that to  
18 Richard Clark and Steve Lovell?

19 A. What? Right.

20 Q. Okay.

21 A. Right.

22 Q. So that was just a misprint?

23 A. That's correct.

24 Q. Okay. And here's what you say. And this is  
25 December 2013 now, three years later?

1 A. Uh-huh.

2 Q. In December 2010, I purchased Big Water  
3 Resort from TLC Holdings with the determination, desire  
4 and dreams of turning around BWR to a break-even or  
5 possibly even a profitable -- profitable business based  
6 on the fact that TLC Holdings, in your words, was not  
7 making any money. At that point in time, I had never  
8 seen any of the memberships contracts.

9 Now, you actually bought Big Water Resort from  
10 Richard Clark, Steve Lovell and Jim Thigpen, right?

11 A. That is correct.

12 Q. Not TLC Holdings, right?

13 A. Right. But --

14 Q. Okay.

15 A. -- TLC called the shots. TLC operated Big  
16 Water Resort. And TLC never had a separate agreement  
17 with Big Water Resort. So TLC and Big Water Resort was  
18 one and the same. And that's why, sir, you are the  
19 agent right now for Big Water Resort, my company, which  
20 is a conflict of interest.

21 Q. Mr. Hutson, just answer my question, please.  
22 You bought Big Water Resort, LLC from Richard Clark,  
23 Steve Lovell and Jim Thigpen, right? Didn't you? I  
24 mean, here's the agreement.

25 A. TLC, sole TLC. TLC is, by each one of their

1 people, those names, if I -- if my memory serves me  
2 right. I was buying from -- TLC sold me the campground  
3 and the property with an option to buy it.

4 Q. So that --

5 A. And I made all my payments to TLC, not to Big  
6 Water.

7 Q. You -- you entered into the purchase of Big  
8 Water Resort, LLC membership interest, right? That's  
9 it right here, this document?

10 A. Yes, sir, that's correct.

11 Q. All right. And you bought those membership  
12 interests from Mr. Clark, Mr. Lovell and Mr. Thigpen,  
13 right?

14 A. That's right.

15 Q. Okay. In addition to this document, this  
16 agreement where you bought TLC -- bought from the  
17 individuals that owned Big Water, you bought Big Water  
18 Resort, LLC from them, right?

19 A. That's --

20 Q. And at the same time, you entered into a  
21 Lease Purchase Agreement with the same people?

22 A. That's correct.

23 Q. Right? Okay. Now, thereafter, you had  
24 control of the property and the campground?

25 A. That's correct. And the liability of trying

1 to maintain it and pay all the staff.

2 Q. Okay.

3 A. And there's no money to do it.

4 Q. All right. Then you say, Once arriving -- in  
5 the next paragraph.

6 A. Okay.

7 Q. -- all contracts were carefully reviewed.

8 And that's when you're talking about when you and  
9 Mr. Andrew Tucker were there?

10 A. No, sir, not in 2013.

11 Q. No.

12 A. Oh, yeah. Once -- once arriving. I don't  
13 know when I was talking about, exactly. But let's just  
14 read it and let's see what it says.

15 Q. Well, you told us that you arrived before the  
16 end of the year, you and Mr. Tucker sat down and went  
17 through all of the membership agreements, but neither  
18 one of you realized that they were for life terms, is  
19 your testimony today so far.

20 And I'm simply asking you, when you say "once  
21 arriving," are you talking about that testimony that  
22 you and Mr. Tucker sat down and looked at those  
23 agreements?

24 A. No. At this point in time, no where in the  
25 conversation did Tucker bring up -- I can't imagine why

1 he did not, but he never said, Oh, by the way, you've  
2 got -- you can't do anything on this property for 60  
3 years, because these people have prepaid. TLC's  
4 already collected the money.

5 I -- I didn't catch it. I -- I was stupid. And,  
6 apparently, so was he.

7 Q. Okay. But you say, To my surprise, BWR,  
8 which was in fact TLC Holdings, had entered into  
9 contracts which promised multiple lifetimes of free  
10 camping, free electricity, free water, free sewage,  
11 free pool use, free use of the clubhouse, and other  
12 amenities on the private spaces?

13 A. That's correct.

14 Q. I had no idea that BWR was being subsidized  
15 by TLC Holdings in the range of three to \$400,000 per  
16 year.

17 A. I was wrong on the \$400,000. It was more  
18 like 300,000.

19 Q. Okay. And you found that out when you got  
20 there between Christmas and New Year's 2010?

21 A. No, sir. I didn't find that out until I got  
22 a copy of Steve Lovell's deposition.

23 Q. When was that?

24 A. That was taken by Bill Padgett when the bank  
25 was suing TLC.

1 Q. And when was that?

2 A. When -- when I got that --

3 Q. Deposition --

4 A. -- deposition?

5 Q. -- transcript, yeah.

6 A. I got that back about eight months, eight  
7 months from the time I got there, give or take. That's  
8 when I really realized.

9 Q. So do I understand you correctly, that you  
10 received copies of the transcripts of record of Richard  
11 Clark and Steve Lovell's deposition testimony given in  
12 the bank case?

13 A. That's correct.

14 Q. And you say you got that about eight months  
15 or so after you went to the campground?

16 A. I got it after they tried to file an eviction  
17 on me because -- because I was in default, because I  
18 had not paved the road. That was -- I was supposed to  
19 pave the road in seven months. So I'm guessing it  
20 would be about eight months. Because we went to court,  
21 and the court threw them out. But that's about --  
22 that's about the time. I mean, I'm just guessing,  
23 but...

24 Q. So it was in that time frame?

25 A. I -- I'm guessing that.



1 Q. Okay.

2 A. Yeah.

3 Q. And how was it that you came to have  
4 possession of those transcripts?

5 A. Because I had called Richard a few times and  
6 asked about closing some of the property, like I had  
7 been paying \$10,000 a month for the right to do that.  
8 And I was aware, because it specifies it in the  
9 contract there was a lien on the property.

10 Because there was some sort of issue between the  
11 three of them, the three members, the owners of TLC.  
12 And one of the owners had gone out and borrowed  
13 \$700,000 or a million dollars against the property.  
14 And, supposedly, the other two people didn't know about  
15 it. So what happened, the person that borrowed the  
16 money, which was Mr. Thigpen --

17 Q. Mr. -- Mr. Hutson, excuse me. I beg your  
18 pardon for interrupting. But --

19 A. I'm trying to --

20 Q. -- the question --

21 A. -- lead to that answer.

22 Q. But the question is, when was it you came  
23 into possession of that deposition transcript? And  
24 you've told me about --

25 A. After I got --

1 Q. -- when --

2 A. -- Bill Padget's name.

3 Q. Okay. How was it that you came into  
4 possession of those transcripts? That -- that's --

5 A. Bill Padget gave me a copy of the transcript.

6 Q. Okay. And how was it that you knew Bill  
7 Padget would have those transcripts?

8 A. I went to the courthouse to look up, to find  
9 out what the real deal was on the -- on what was going  
10 on. And I saw the suit. And Padget's law firm was  
11 named in it, as the plaintiff's attorney, I guess.

12 Q. Okay.

13 A. So then I looked his phone number up and  
14 called him.

15 Q. You gave him a call and asked him to see the  
16 transcripts, is that what --

17 A. No, sir. I didn't, at all. I went to him,  
18 to see maybe what his take was on TLC.

19 Because I had Paul Weissenstein representing me  
20 when they tried to evict me, because I didn't pave the  
21 roads.

22 So during the time of that going on, which they  
23 lost when it went to court, I contacted Padget's office  
24 and asked him if I could come see him? He really  
25 didn't know what it was about.

1           So I went in. I don't remember what day, not even  
2     the month. I went in. He met me in a front conference  
3     office. And I asked him -- the purpose for going there  
4     was one thing. I didn't -- I -- the thought of  
5     transcript didn't even appear in my mind. I wanted to  
6     find out if, in fact, the bank would release some of  
7     the property? Because, according to Richard Clark,  
8     they couldn't release it because it had a lien, had  
9     defective title. And I really wanted to start closing  
10    some property. So that was my reason for going.

11          I went to the bank, to see if I could negotiate  
12    something with the bank. So, obviously, after my  
13    finding out who represented the bank -- and I called  
14    the bank. I don't know who it was. They said, Contact  
15    the attorney, as well.

16          I went to Bill Padget. That's when I met him.

17          Q.    Okay. And tell me what happened in that  
18    meeting.

19          A.    I talked to him about the fact that -- what  
20    was going on at that time, and there was an eviction  
21    going on. I already had representation by Paul  
22    Weissenstein. And he didn't have a lot to say about  
23    it. He's very quiet. And I said this thing is losing  
24    a -- a lot of money.

25          And when I asked the question, right before I

1 bought it, when I was meeting with Richard Clark and  
2 Lovell, they -- I asked them the question, Is it losing  
3 money?

4 They said, Well, let's just say it like this; it's  
5 not making any money.

6 Well, again, if they had told me it was losing two  
7 or \$300,000 a year, I wouldn't have bought it.

8 So I -- I explained that to him.

9 And he said to me, Mr. Hutson, he said, I've got a  
10 deposition that I've taken of Steve Lovell and Richard  
11 Clark. And it's my property.

12 I remember, verbatim. Verbatim.

13 And -- and I'm going to give this to you. Maybe  
14 at least you'll understand how much money that you  
15 should anticipate losing.

16 So he gave it to me, and I left.

17 Q. Mr. Hutson, if you're right about when that  
18 happened, you would have been operating the campground  
19 for eight months, maybe even a year?

20 A. I'd say, probably.

21 Q. Okay. So by that time, you knew how much  
22 money it was making?

23 A. No, sir, because it's seasonal.

24 Q. Well, let's see. You'd been there since  
25 December of 2010, for eight months minimum, maybe a

1 year, right? It -- would it help you to know that that  
2 lawsuit that you're talking about, that you won, was  
3 filed in October of 2011, okay?

4 A. That's about right.

5 Q. Okay. So was it before or after that lawsuit  
6 was filed against you that you went to see  
7 Mr. Padget?

8 A. Afterwards.

9 Q. Okay. That's what I thought. So you had  
10 already been through a summer, right? You're  
11 talking --

12 A. Well --

13 Q. -- about seasonal?

14 A. -- January, February, March did nothing.

15 So I go up to Lisa and say, What's going on? I  
16 don't understand.

17 So I call Richard Clark and say, you know, I don't  
18 understand. There's no business here. You've got no  
19 business.

20 And so they said, Well, this is -- this thing's  
21 totally seasonal. This is -- you can expect this.

22 I said, What are you talking about? I've got to  
23 pay \$10,000 a month to buy the land, and it's going to  
24 take me a year to get my approvals, and this thing's  
25 not looking right.

1           So I can't say exactly when, but when I got the  
2       deposition, I actually saw what Lovell had said. And  
3       he stated that they were losing. Because he was asked  
4       how much money were they losing? And he said it was  
5       around 200 to 250,000 a year. Because in that  
6       deposition, Mr. Padget asked him the question --  
7       because, if I remember correctly, Padget was asking the  
8       questions. He asked him, Did they -- he -- he said --  
9       I want to talk about -- I understand you've got a new  
10      buyer for the campground.

11           And Steve says -- now, by the way, changing  
12      subjects for a second, but you've got a copy of this.  
13      You know what I'm talking about. But for the record,  
14      we'll continue.

15           Q.    Mr. Hutson, excuse me, please. Look, I asked  
16      you a question. Here's the question on the table.

17           A.    I've answered it.

18           Q.    No, you haven't. I don't think you have.

19           A.    Okay.

20           Q.    And if you have, I apologize.

21           A.    Okay.

22           Q.    But you went to see Mr. Padget?

23           A.    Right.

24           Q.    Okay. Sometime after October of 2000 --

25           A.    That's a guess, but...

1 Q. Okay. Now, by that time, you had operated,  
2 you were in complete control --

3 A. That is correct.

4 Q. -- of the operation of that campground. So  
5 you didn't have to read Steve Lovell or Richard Clark's  
6 deposition transcript to know how -- to know how much  
7 money that campground was making or losing?

8 A. That's not correct.

9 Q. In 2011, you were operating it, weren't you,  
10 sir?

11 A. You've got to look at it. You've got to look  
12 at it and feel it. Then, you'll understand.

13 Q. Okay.

14 A. I'll --

15 Q. All right.

16 A. I'll respond.

17 Q. All right.

18 A. You asked me a question. Would you like me  
19 to respond?

20 Q. If you can.

21 A. Okay. First of all, since I had never been  
22 there, and since Lisa never mentioned to me about the  
23 campground losing two to \$300,000 a year, I was puzzled  
24 by why the campground was not making any money for so  
25 many months. And when it started making a little bit

1 of money, we were backing up in the hole. The electric  
2 bill began to get behind every -- we were backing up in  
3 the hole.

4 So I called Richard Clark and I complained to him  
5 about it. What's going on? I said, We've got to raise  
6 the rates.

7 And he gave me -- he gave me the idea how to raise  
8 the rates to where it would make more money.

9 Q. Now, your testimony here today was one of the  
10 things that the members that met with you, that 75 or  
11 80 or 100 of the members that met with you, one of  
12 their complaints was that nonmembers were coming into  
13 the campground; is that right?

14 A. That's correct. This gentleman might -- that  
15 gentlemen might have come to the meeting.

16 Q. Okay.

17 MR. BYRD: Would you mark that?

18 BY MR. BYRD:

19 A. Yeah, see? He says, yes, he came.

20 Q. All right.

21 MR. JOYCE: I should ask you some  
22 questions.

23 MR. BYRD: Whoa, let's let the court  
24 reporter --

25 MR. JOYCE: I know.



1 MR. BYRD: -- take down the testimony. But  
2 she has to mark this document as an exhibit.

3 BY MR. BYRD:

4 Q. I'm going to ask you to look at it. And it's  
5 110.

6 (Exhibit No. 110 marked for identification.)

7 BY MR. BYRD:

8 Q. Do you see that's an invoice for an  
9 advertisement for Southeast Publications, USE?

10 A. Uh-huh.

11 Q. USA. And attached to it are various  
12 publications advertising Big Water Resort. And, in  
13 fact, that advertisement was made to nonmembers; isn't  
14 that right?

15 A. This right here?

16 Q. Yes, sir.

17 A. I've never seen that.

18 Q. Well, Mr. Hutson, I got this off of your  
19 computer that you gave to us.

20 A. Well, Lisa did this. I mean, I -- I -- I've  
21 never seen this paper.

22 Q. Did you not look at the documents you had in  
23 your computer?

24 A. No, sir. Lisa handled all that.

25 Q. I'm talking about in your computer, Mr.

1 Hutson, in your computer, your laptop that you gave to  
2 us. Did you not look at the documents in that?

3 A. No, sir.

4 Q. Really?

5 A. No. Lisa was there. She had been running it  
6 for eight years, seven years.

7 Q. No, Mr. Hutson. I'm talking about your  
8 laptop that you produced to us a couple of weeks ago.

9 A. Right. What I did, I -- I get your picture  
10 now. I understand the question. Here's why there's a  
11 laptop.

12 Q. No, no. I know why there's a laptop. You've  
13 told me about that before.

14 A. Okay.

15 Q. But what I'm asking you right now is, did you  
16 not have any knowledge of what was in your computer?

17 A. No, sir.

18 Q. Okay. None whatsoever?

19 A. None whatsoever.

20 Q. Okay. So you'd never seen this document?

21 A. No, sir.

22 Q. Okay. Do you know that the campground was  
23 actually advertising to nonmembers to come on the  
24 campground?

25 A. I did not know that.

1 Q. Okay. Well, you did know that nonmembers  
2 were coming on the campground --

3 A. I did know that.

4 Q. -- in December? That was one of the  
5 objections that the members had raised?

6 A. Right.

7 Q. Okay. Did you have any knowledge of what was  
8 being advertised at that time, when you came on the  
9 campground in 2010?

10 A. No, sir.

11 Q. But you did know that the members were upset  
12 because nonmembers were coming on the campground? They  
13 told you that?

14 A. Right. They complained about why have the  
15 armbands, if -- if nonmembers are not chastised for  
16 being there?

17 Q. Okay.

18 A. So I finally quit with the -- with the  
19 armbands.

20 Q. Okay.

21 MR. BYRD: How we doing on time?

22 BY MR. BYRD:

23 A. This is -- Mr. Byrd, this is dated August 18,  
24 2010. That's before I arrived.

25 Q. Yes, sir.

1 A. So, I mean, still, I've never seen that. I  
2 don't know -- I don't know what Southeast Publications  
3 is.

4 Q. Okay. Fact of the matter is, though, that  
5 document was on your computer, right?

6 A. I have no idea.

7 Q. Okay. Well, let's just assume for the moment  
8 that we can prove that this document was on your  
9 computer, that you gave it to us, and we had somebody  
10 go into it and pull out the documents and print them.

11 A. Okay.

12 Q. And that -- and this document was in your  
13 computer.

14 A. No. No.

15 MR. THOMAS: Object to the form of the  
16 question.

17 BY MR. BYRD:

18 A. It was really not my computer. Let me -- let  
19 me see if I can help you pull the smile off to where  
20 you can understand it. I hired an expert to slip in  
21 and pick the lock at Big Water Resort, while I owned  
22 it, and copy Lisa's hard drive, because she would not  
23 tell me all the facts. So I've never taken -- and I --  
24 and the expert took that copy of that hard drive off  
25 her computer and put it on that laptop.

1 But what happened, the guy that did it had cancer,  
2 which I was not aware of. Shortly thereafter, he went  
3 into the hospital for, like, six months. So I didn't  
4 get that laptop for probably six or eight months.

5 And I asked him to take all the codes off of it,  
6 because Lisa had codes on it. And he took the codes  
7 off of it.

8 So I have never opened that laptop to see what's  
9 on it, not one time, because I was having to deal with  
10 physical facts. There wasn't no frigging money there  
11 at the campground, you know? And -- and it had to be  
12 ran. TLC didn't provide any money to run it.

13 Now, before they sold it, they provided all the  
14 money to run it. I didn't know that.

15 Q. Mr. Hutson, these -- this membership interest  
16 purchase agreement and the sales lease agreement that  
17 you signed with regard to TLC Holdings, why did you  
18 sign those documents as M.B. Hudson, spelled  
19 H-u-d-s-o-n?

20 A. Because I just signed it that way because of  
21 the Web site.

22 Q. Okay. So you did not want Mr. Clark and  
23 Mr. Lovell to know who you really were; is that  
24 right?

25 A. Well, that's a bunch of crap on the Web site.

1 It's not -- it's not true.

2 Q. But my --

3 A. I mean --

4 Q. -- my question --

5 A. -- he's on the Web site now. Some more  
6 people going to be on the Web site. And it will be  
7 true.

8 Q. My question to you, though, is, you used the  
9 name Hudson, spelled H-u-d-s-o-n, because --

10 A. I did. I used it both ways.

11 Q. Not -- not in these documents, did you?

12 A. Whoever the attorney was that signed this  
13 thing off telephoned me and said, Is your name spelled  
14 D or T?

15 I said, It is spelled T.

16 And I don't know who that lawyer was. He gave me  
17 his name at the time. But he called just before they  
18 sent those contracts out.

19 Q. And they sent them out as Hudson,  
20 H-u-d-s-o-n, right?

21 A. That's right. But he wanted to know -- he  
22 wanted to know how I spelled my name. And I told him.

23 Q. All right. You told Mr. Clark and Mr. Lovell  
24 you spell your name H-u-d-s-o-n, didn't you?

25 A. That right.

1 Q. But that's not really --

2 A. I got nothing to hide.

3 Q. Well, you were hiding, weren't you?

4 A. No. They're the people that's hiding. Hell,  
5 they losing \$300,000 a year. They sell me property  
6 that they can't sell. I mean, let's face it. I lost  
7 \$200,000 that I paid them, when they couldn't -- they  
8 couldn't keep their end of the bargain.

9 Q. You lost \$200,000? Where did that money come  
10 from?

11 A. It came from Big Water Resort. And that was  
12 my money.

13 Q. And you had an obligation to pay them  
14 whatever money you had, right?

15 A. And I paid them.

16 Q. Okay. Out of Big Water Resort?

17 A. That's correct.

18 Q. Okay. All right.

19 A. That's correct. If I had not been paying  
20 them 200 -- \$10,000 a month, I could have had that to  
21 pay other bills with. I struggled to pay that. And I  
22 couldn't even buy the campground because it was  
23 impossible to sell it. It was fraudulent for them to  
24 enter into the contract.

25 Q. Well, let's talk about fraud a little bit.

1 A. Please.

2 Q. In December of 2010, you had committed fraud  
3 yourself on repeated occasions; isn't that correct?

4 A. Really?

5 Q. Isn't -- is that or is it not correct?

6 A. I'm not sure that's correct at all.

7 Q. You're not sure it's not correct?

8 A. No.

9 Q. All right. Okay?

10 A. Okay.

11 Q. So you had committed various frauds and  
12 crimes --

13 A. You --

14 Q. -- and bad acts, at -- at --

15 A. Let's talk about them. Be specific, though.

16 Q. Okay, I will.

17 A. Just give me a bunch of --

18 Q. I'm -- I'm getting ready to go through it --

19 A. Good.

20 Q. -- in detail, okay?

21 A. Good.

22 Q. So you were lying to Steve Lovell and -- and  
23 Richard Clark about what your name was?

24 A. The T and the D.

25 Q. Yes, sir. What your name was?



1 A. Yes.

2 Q. Who you were?

3 A. Yeah.

4 Q. Okay. And who you were was --

5 A. That's the only -- that's the only thing that  
6 wasn't accurate.

7 Q. Well --

8 A. Let's take a look at them.

9 Q. Well, you told them you were going to have  
10 \$35 million that you were going to use to pay them.  
11 You told them that, didn't you?

12 A. Mr. Byrd, if you think that I told them that  
13 I was going to pay them \$35 million, you need to go  
14 have a margarita.

15 Q. Mr. Hutson, what I understood was that you  
16 told them you were going to be receiving \$35 million,  
17 and from that \$35 million you were going to be able to  
18 pay them off. Did you tell them or not?

19 A. I told them that it appeared that I was going  
20 to have a settlement on an issue. I never went into  
21 the details with them about that.

22 Q. Okay.

23 A. But it was true, what I was telling them.

24 Q. Okay. All right. But -- so you agree with  
25 what I just said?

1 A. Now, if you want to know --

2 Q. I don't.

3 A. -- I can --

4 Q. I don't.

5 A. Because you can check with the sheriff's  
6 department, and they'll tell you that I'm telling you  
7 the truth.

8 Q. Did you ever -- did you ever receive that \$35  
9 million?

10 A. No, sir.

11 Q. Did you ever receive any money that you were  
12 alluding to with regard to that matter?

13 A. No, sir. I never negotiated this deal with  
14 them predicated on that \$35 million. That contract  
15 reflects that.

16 Q. Okay.

17 A. They were going to finance it.

18 Q. All right. You -- you've been arrested,  
19 charged and convicted of issuing fraudulent checks at  
20 least twice in California; isn't that right, Mr.  
21 Hutson?

22 A. That's correct.

23 Q. Okay. So we're talking about fraud. You've  
24 been convicted twice of issuing fraudulent checks. And  
25 don't dispute that, right?

1 A. I don't dispute that.

2 Q. All right.

3 A. I know the reason why that happened, but...

4 Q. Okay. Do have judgments against you in

5 Florida, Mr. Hutson?

6 A. I'm not aware of any judgment in Florida.

7 Q. None?

8 A. None.

9 Q. What about Georgia?

10 A. I've got some in Georgia.

11 Q. Okay.

12 A. I mean, you've -- you've got copies of it.

13 Q. I -- I know. But we're making a record  
14 here --

15 A. Oh, okay.

16 Q. -- Mr. Hutson, okay?

17 So you have judgments against -- against you in  
18 Georgia?

19 A. I've got about five.

20 Q. Okay. And you have judgments against you in  
21 Tennessee?

22 A. I don't know of any judgments in Tennessee.

23 Q. Okay. What about your lawyer, Mr. Andrew  
24 Tucker?

25 A. Well, he pulled a lawyer trick. He never

1 gave me a price to represent me. He just said he would  
2 represent me. So when he got through representing me,  
3 which didn't take much time to do, he sent me an  
4 invoice for \$50,000. I thought that was outrageous.  
5 So I agreed to pay him \$10,000. I told him that's what  
6 I would pay. He wanted -- he came -- he brought it  
7 down to \$12,000. I paid him \$10,000.

8 Q. Well, didn't you previously testify that the  
9 first thing he demanded was \$500,000?

10 A. He did.

11 Q. Okay. And then --

12 A. He did.

13 Q. And then --

14 A. Well, he wanted \$500,000. He basically  
15 wanted profits out of the -- he thought that this was a  
16 moneymaker.

17 Q. Okay. And then he lowered it to 300,000?

18 A. That's right.

19 Q. Okay. Then he lowered it to 200,000?

20 A. That's right.

21 Q. Okay.

22 (Exhibit No. 111 marked for identification.)

23 BY MR. BYRD:

24 Q. Mr. Hutson, I'm going to show you what has  
25 been marked as Exhibit 111. Take a look at that.

1 We're going to go off the record, take a little break,  
2 and we'll come back to that document when we come --  
3 when we come back on the record.

4 MR. CARR: This is the end of tape number two  
5 in the deposition of M.B. Hutson. We're off the record  
6 at 12:04 P.M.

7 (A brief recess was taken.)

8 MR. CARR: This is tape number three in the  
9 deposition of M.B. Hutson. We're on the record at  
10 12:20 P.M.

11 BY MR. BYRD:

12 Q. Mr. Hutson, I have shown you a document which  
13 is taken from the official records of Rhea County  
14 Tennessee.

15 Is that the way you pronounce that county,  
16 R-h-e-a?

17 A. Yes, sir.

18 Q. All right. Rhea County. And this is a  
19 little confusing to me because in the body of it, it  
20 says on the 8th day of August, 2011 -- and he filed  
21 this on or about June 7, 2011. It -- it looks like  
22 it's going to be 60 days. But let me ask you this. Is  
23 this the complaint that your lawyer had to file against  
24 you because you didn't pay his legal fees?

25 A. That's right.

1 Q. Okay. And this complaint says that it's for  
2 a breach of contract resulting from unpaid attorney's  
3 fees as provided in the retainer agreement.

4 So you did have a written agreement with him,  
5 right?

6 A. I don't believe we did.

7 Q. So you think that's a lie?

8 A. I -- I think -- I think it's incorrect.

9 Q. Okay. You had no written agreement with him  
10 at all?

11 A. I don't remember a written agreement.

12 Q. Okay.

13 A. I remember him wanting \$500,000.

14 Q. Okay. Well, in this thing he's suing for  
15 less than, all and an amount under \$25,000. Do you see  
16 that?

17 A. I do.

18 Q. Okay. So he didn't sue you for half a  
19 million dollars, right?

20 A. That's correct.

21 Q. And he didn't sue you for 300 or \$200,000?

22 A. That's correct.

23 Q. He sued you for an amount under \$25,000?

24 A. That's correct.

25 Q. And that was in June of 2011?

1 A. That's correct.

2 Q. So he did all that work for you in November  
3 and December 2010, and you refused to pay him?

4 A. I -- that -- yes. I did pay him. I paid him  
5 \$10,000.

6 Q. On June 7, 2011, you hadn't paid him, had  
7 you?

8 A. I hadn't paid him all of it, but I paid him  
9 \$10,000, so...

10 Q. Was that all of it?

11 A. That's all I planned to pay him, 10,000, to  
12 draw -- to help partially draw a contract, \$10,000 was  
13 exorbitant. But I paid him \$10,000.

14 Q. Okay.

15 (Exhibit No. 112 marked for identification.)

16 MR. BYRD: What exhibit is that?

17 THE REPORTER: 112.

18 BY MR. BYRD:

19 Q. This is Exhibit No. 112. Now, Mr. Hutson,  
20 this is what they call a mug shot of you, correct?

21 A. It is, indeed.

22 Q. Okay. And you were arrested in Marion  
23 County, Florida; is that right?

24 A. That's correct.

25 Q. Okay. And you were charged with in- -- I'm

1       sorry, make sure I get this right. You were charged as  
2       an interstate fugitive from the state of Georgia?

3           A.     That's right.

4           Q.     That's right. And you were in jail about two  
5       weeks down in Florida?

6           A.     At least.

7           Q.     Okay. And they extradited you back to the  
8       state of Georgia?

9           A.     That's correct.

10          Q.     Okay. And you were, in fact, at that time, a  
11       fugitive from the state of Georgia; is that right?

12          A.     Well, there was a warrant out for my arrest.

13          Q.     Okay. That means -- and you went to Florida?

14          A.     I didn't go there because of that, but, yes.

15          Q.     You went to Florida?

16          A.     Right.

17          Q.     And you did not respond to that arrest  
18       warrant?

19          A.     I didn't know about it.

20          Q.     You didn't? Had no knowledge of it?

21          A.     Not -- I just stated that.

22          Q.     Okay. Well, you knew about it when they put  
23       in you handcuffs, didn't you?

24          A.     I did.

25          Q.     Okay.



1 A. But I sued the sheriff and the judge, and won  
2 the case.

3 Q. You did?

4 A. Yes, sir.

5 Q. Is there a record of that win?

6 A. Yes, sir. In the newspaper, there is.

7 Q. In the newspaper?

8 A. I didn't stutter.

9 Q. Well, now, is there a record of it in the  
10 courthouse?

11 A. Yes, sir.

12 Q. Okay.

13 A. Bryan County Courthouse.

14 Q. What county is that?

15 A. That's Bryan County.

16 Q. Where?

17 A. Bryan County is in --

18 Q. What state?

19 A. Bryan County is in Georgia.

20 Q. Okay.

21 A. Look it up. You'll see where I sued the  
22 sheriff and the judge.

23 The sheriff almost got arrested by the FBI.

24 Sheriff raped some people, had a bad -- and this --

25 this arrest, my ex-wife caused all this. And you know

1 what? I have a letter that dismisses all of it. I  
2 never went a day in trial or nothing. It was all  
3 dismissed. It was all my ex-wife. You want to make a  
4 big deal out of it? Have at it.

5 Q. Okay. Well, it speaks for itself, Mr.  
6 Hutson.

7 A. Well --

8 Q. Here's --

9 A. -- it partially speaks for itself.

10 Q. Okay. Where is Bryan County?

11 A. Look it up on the map. I can't tell you  
12 where it's at.

13 Q. Do you -- do you -- you don't know what  
14 county, I mean --

15 A. Bryan County.

16 Q. -- where Bryan County is?

17 A. Yes, sir.

18 Q. What towns are in Bryan County, that you know  
19 of?

20 A. There are no towns. That's the name.  
21 Richmond Hill.

22 Q. Richmond Hill --

23 A. Richmond Hill.

24 Q. -- is in Bryan County?

25 A. Yeah. Clyde Smith is the sheriff. Look him

1 up on the same Web site that I'm on.

2 Q. Is Bryan County contiguous to the county  
3 where Savannah, Georgia, is?

4 A. That's is correct.

5 Q. Okay. You don't happen to have access to the  
6 ultimate disposition of that matter in Bryan County, do  
7 you?

8 A. I do. I have a copy of it, where the D.A.  
9 dismissed all charges.

10 Q. Okay.

11 A. And, as a matter of fact, I had lawyers in  
12 Atlanta that wanted to sue under a 1982 federal  
13 statute.

14 Q. Was that the \$35 million case you were  
15 talking about?

16 A. Yes, sir.

17 Q. They wanted to, but they didn't?

18 A. Well, there was almost going to be a  
19 settlement on it. But, anyhow, the lawyers told me  
20 that I would have to sue the D.A. to force it to go to  
21 trial, because they wouldn't go to trial with it.  
22 That's -- the judge lowered my bond in this, and looked  
23 over at the sheriff sitting next to the D.A. and said,  
24 These cases will never go to trial. I have transcript  
25 on that, too.

1 Q. Okay. I'd like for you to produce those, if  
2 you would, Mr. Hutson.

3 A. I'll try to. I think I can find them.

4 Q. All right. Do you have any information with  
5 regard to the sheriff being charged with rape?

6 A. Look him up on the -- look him up on the Web  
7 site. Yes, sir, I do. He was all in the newspapers,  
8 Bryan County newspapers.

9 Q. All right. Was he charged?

10 A. No, sir, he was not charged. He settled the  
11 case. Julian Toporek represented him. He settled it.  
12 He was -- he was getting ready to be arrested, because  
13 they had his DNA. And I had a copy of it.

14 Q. What -- what -- what were you doing with a  
15 copy of his --

16 A. Because he --

17 Q. -- DNA?

18 A. Because that sheriff was related to my  
19 ex-wife.

20 Q. But why -- why would you have his DNA in a  
21 rape case?

22 A. Because I happened to get a copy of the DNA.

23 Q. I know. But why? Why did you happen to get  
24 a copy of it?

25 A. Because the sheriff was harassing me.

1 Q. The sheriff was harassing you, how?

2 A. He followed me on the road. Get right on my  
3 bumper, constantly harassed me. He called up people  
4 and told them that I was doing drugs and he was  
5 investigating it. He did it all because of my  
6 ex-wife's family.

7 Q. Which ex-wife was that?

8 A. Debra Dubberly.

9 Q. Okay. Well, let's -- let's talk about that.  
10 How many wives --

11 A. Please.

12 Q. -- have you had?

13 A. I've had three.

14 Q. Who was the first one?

15 A. Deborah Cravey.

16 Q. And how long were you married to her?

17 A. About a year.

18 Q. Is that the one that was related to the  
19 sheriff?

20 A. No, sir.

21 Q. Okay. And thereafter who were you married  
22 to?

23 A. Melody Sasser.

24 Q. Okay. And how long were you married to  
25 her?

1 A. Twenty years.

2 Q. Was she related to the sheriff?

3 A. No, sir.

4 Q. And who were you married to thereafter?

5 A. Debra Dubberly.

6 Q. Can you spell the last name for us?

7 A. D-u, double B, l-e-y, I think. I don't...

8 Q. How about take another shot at that --

9 A. I don't --

10 Q. -- the spelling of her last name?

11 A. Dubberly. Dubberly.

12 Q. You don't know how to spell it?

13 A. No, I don't.

14 Q. Okay. All right. And --

15 A. D-u-b-b.

16 Look it up. Look on the Web site. He's on there,  
17 on the same Web site that I'm on. And I didn't put him  
18 there.

19 Q. What was that sheriff's name?

20 A. Clyde Smith.

21 Q. Okay. From Bryan County?

22 A. That's right.

23 Q. Okay. And who was your --

24 A. Check him out in the courthouse, also. See  
25 how many lawsuits he's had against him.

1 Q. Who -- who --

2 A. Personal.

3 Q. Who was the third wife again, Debbie  
4 Dubberly?

5 A. Debra Dubberly.

6 Q. Dubberly. Okay. And where was she from?

7 A. Richmond Hill.

8 Q. Okay. And how long were you married to  
9 her?

10 A. Six years.

11 Q. And was she related to the sheriff?

12 A. Her -- her ex-husband and the ex-husband's  
13 mom and dad lived next door to each other from the  
14 sheriff. And they supported him. And --

15 Q. Politically, you mean?

16 A. Well, financially and a lot of other ways.

17 Q. Oh, okay.

18 A. He would do anything for them.

19 Q. Okay.

20 A. Yeah. I got arrested four times.

21 Q. That's her ex-husband's family, right?

22 A. Right. And they did it -- they did it  
23 because they blamed me in breaking up the marriage,  
24 when, in fact, the son was a cocaine addict.

25 Q. Which son?

1 A. The Dubberly son --

2 Q. Okay. Your stepson --

3 A. -- that she left.

4 Q. Your stepson?

5 A. No, sir. Debra Dubberly's ex-husband was a  
6 cocaine addict. That's why she left him.

7 Q. Oh, I thought were you talking about a son.

8 A. I was talking about the older Dubberlys had  
9 the son, which was Debra Dubberly's ex-husband.

10 Q. Ex-husband, okay. I'm with you.

11 A. Yeah.

12 Q. All right. And it was as a result of your  
13 divorce that this sheriff had a grudge against you, and  
14 he was unlawfully arresting you for different  
15 charges?

16 A. That's correct.

17 Q. Okay.

18 A. I had two lawyers in Atlanta was going to sue  
19 him on the 8th -- on the 1982, I think it is, 1982  
20 federal statute for harassment and breaking the law.

21 Q. You were arrested four times in Richmond  
22 Hill, right?

23 A. Something like that.

24 Q. Do you know what those charges were for?

25 A. Theft by deception, theft by something. They



1 were all dismissed. I never spent a day in court.  
2 There was no settlement agreement. There was nothing.  
3 They were all dismissed.

4 Then, I had another warrant that the sheriff got  
5 against me. And I filed a lawsuit against he and the  
6 judge. And they dropped it. The ex-husband was  
7 involved in that, as well.

8 Q. That -- they dropped it? "They" who?

9 A. District attorney.

10 Q. Okay.

11 A. Sheriff carried that warrant around with him  
12 all the time for a year or so.

13 Q. Okay.

14 A. Every time he saw me, threatened to arrest  
15 me, but wouldn't.

16 Q. Okay. You -- you were arrested in Deland,  
17 Florida?

18 A. That's right.

19 Q. What -- what were the charges there?

20 A. There were no charges. He just wanted to get  
21 my back in his city.

22 Q. Okay. So Deland is a city where you were  
23 arrested?

24 A. That's correct.

25 Q. And from where you were extradited?

1 A. That's correct.

2 Q. Okay.

3 A. I committed no crimes.

4 Q. Okay.

5 A. And they all -- they were all dismissed, all  
6 because of an ex-wife.

7 Q. Okay, with regard to this Richmond Hill  
8 matter.

9 Okay. But you clearly committed crimes and were  
10 convicted of fraudulent checks out in California,  
11 right?

12 A. That's correct.

13 Q. Okay.

14 A. Two checks, right.

15 Q. Okay. And they were fraudulent?

16 A. Well, I know you want to call them that.

17 Q. Well, that's what you were charged with and  
18 convicted of, isn't it?

19 A. Right. But I was going through a divorce.  
20 And some check -- I paid -- I paid the house expenses  
21 and everything. And I paid to cover those checks.

22 But my ex-wife -- my daughter was a movie star --  
23 filed for a divorce and filed a restraining order to  
24 keep me out of the house.

25 My daughter played Burt Reynolds' daughter in

1 "Evening Shade" for four years. She made \$100,000 a  
2 week.

3 Q. A week?

4 A. Yes, sir.

5 Q. All right. There's also some records about  
6 or complaints about you and a woman named Delilah.  
7 Who's that?

8 A. Somebody I knew in Tennessee. She's a fine  
9 person.

10 Q. What's her last name?

11 A. Green.

12 Q. Delilah Green. Does she live in Dayton,  
13 Tennessee?

14 A. She does.

15 Q. That's where you lived?

16 A. Uh-huh.

17 Q. Okay.

18 A. Yes.

19 Q. And am I correct that three years before  
20 2011, you lived in Dayton, Tennessee?

21 A. That's correct.

22 Q. Okay. And were you living with Delilah?

23 A. No.

24 Q. Okay. Did you ever live with her?

25 A. No, sir.

1 Q. Okay. Where did you live?

2 A. I don't remember the address I lived in  
3 Dayton.

4 Q. And you don't remember the address?

5 A. That's what I stated.

6 Q. Well, I'm surprised that you don't remember  
7 an address where you lived for three years.

8 A. Really?

9 Q. And where you were living -- are you sure you  
10 just don't want to tell me, or -- or you just don't  
11 remember?

12 A. Mr. Byrd, I got nothing to hide from you.

13 Q. All right, sir.

14 A. Not one thing to hide from you.

15 Q. Okay.

16 A. I've been done wrong by TLC. And I hope to  
17 get justice.

18 Q. Okay.

19 A. Now, you can make a big issue out of this  
20 stuff, which is nothing. It was terrible for me. Bad  
21 for me. But I haven't done what TLC's done to me or to  
22 those members.

23 Q. Well, do you think --

24 A. You don't want to talk about that. And I  
25 understand why.

1 Q. Do you think any of this stuff we've been  
2 talking about here, your crimes and being extradited  
3 from one state to the other, has anything to do with  
4 your credibility, Mr. Hutson?

5 A. No, sir.

6 Q. You don't? Okay.

7 A. I've put together some good deals.

8 Q. Okay. All right.

9 A. I could have put this together, if they had  
10 been honest with me.

11 Q. Okay.

12 A. They couldn't sell the property.

13 Q. What -- what did you and Delilah Green do in  
14 Dayton, Tennessee, to defraud people or take their  
15 money, if anything?

16 A. I'm under oath, so I will tell you.

17 Q. Okay.

18 A. I went -- looked -- she went with me to look  
19 at a house that I was going to rent. And the husband  
20 was a very friendly guy, so he offered to take us  
21 around on the golf cart and show -- show the property,  
22 like a farm. So the woman, his wife, was -- I  
23 considered to be half crazy. He drove us around for  
24 about an hour. And when we got back, she's standing  
25 out there on the back porch with a gun, thinking that

1 Delilah and I had killed her husband. I mean, you  
2 know, you don't really want -- I mean, it's ridiculous.

3 Q. Were -- were you charged with a crime?

4 A. Of course not. For Christ's sake.

5 Q. Well, these people --

6 A. Boy, you --

7 Q. -- that have posted these filings don't talk  
8 about anything about riding around on a farm. What I'm  
9 asking about is, what --

10 A. I just told you the truth, sir. That's the  
11 facts.

12 Q. Who -- who -- who was it that posted this  
13 complaint about --

14 A. That -- that crazy woman, the wife.

15 Q. That thought you had killed her husband?

16 A. That's right.

17 Q. Okay. Did she ultimately find out that her  
18 husband wasn't dead?

19 A. Of course. We come driving back up in the  
20 golf court -- golf cart.

21 Q. Okay. Do you have any idea why --

22 A. Yeah, because there are people that if they  
23 get upset with you, they go put you on the Web site  
24 now.

25 Q. Well --

1           A.    Customers do it. Businesses do it to each  
2   other. Husband and wives do it to each other. I know  
3   lawyers. I know doctors. I know dentists that's  
4   got -- they're all on the Web site, too. It's no big  
5   deal.

6           You're making a big deal out of it. I know why.  
7   Trying to discredit me.

8           I ran, according to Lisa and according to go me, I  
9   ran a good campground there, based on the funds that I  
10   had to operate with. You know what? When I got there,  
11   there wasn't but the two people there. In the first  
12   year and a half, I had that campground almost filled,  
13   all the cabins rented. I had customers. And there was  
14   a whole different situation. Could have gotten a lot  
15   better.

16          But these people couldn't sell the property to me,  
17   like they signed up. They couldn't do it, because they  
18   had already pre-collected \$7 million from these  
19   members. Now, how can you possibly take and sell 60  
20   years' worth of use of exclusive right to property and  
21   turn right around, sir, and sell the whole property to  
22   somebody that's going to develop it and sell it off to  
23   the public, for Christ's sake? That's fraud.

24          I don't care what you ask me about this. You can  
25   take that picture and hang it around your neck. What

1 they did was fraud.

2 Q. And what, exactly, was that fraud, Mr.  
3 Hutson?

4 A. The fraud was they entered into a contract  
5 with me when they had already collected \$7 million and  
6 promised 60 years use of that property as a campground.  
7 And they knew darn well that I was coming in, right in  
8 the middle of that campground, with a subdivision, just  
9 a year or so after they had collected that money.

10 Q. Mr. Hutson, when they entered into the  
11 agreement with you, you were obligated to honor 720  
12 membership agreements, weren't you? I don't care what  
13 your plans were.

14 A. That I was. That --

15 Q. You were obligated --

16 A. That --

17 Q. -- to do that, weren't you?

18 A. That I was. Yes, sir.

19 Q. Okay. All right. So they didn't defraud  
20 anybody.

21 A. I --

22 Q. They said -- wait a minute, Mr. Hutson. They  
23 said to you that if you're going to buy this  
24 campground, you must -- you must, as an obligation,  
25 provide these members their rights under the



1 contracts?

2 A. That's not what really was said.

3 Q. Well, that's what this agreement says, isn't  
4 it?

5 A. Would you like for me to tell you what was  
6 said?

7 Q. No. No. Now, you can say -- you've already  
8 told me what was said.

9 A. No, I didn't.

10 Q. All right. Well, let me get this question  
11 answered, then you can say whatever it is you want to  
12 say.

13 A. Thank you.

14 Q. Okay. All right. Now, this agreement we're  
15 looking at here, Exhibit 105 --

16 A. Yes, sir.

17 Q. -- obligated you, M.B. Hutson, to honor those  
18 membership agreements and provide the obligations set  
19 out in those agreements.

20 Now, isn't that what that agreement says?

21 A. That -- that does read that, yes, sir.

22 Q. Okay.

23 A. But it's not --

24 Q. All right. Okay. Now, you can --

25 A. It hides a whole bunch of stuff.

1 Q. All right. So you can explain however you  
2 want to.

3 A. Number one, I didn't know that they had  
4 attempted to file bankrupt on numerous occasions prior  
5 to me buying.

6 Q. What -- what -- what -- let's stop right  
7 there. What evidence do you have that they tried to  
8 file bankruptcy?

9 A. They went to lawyers to discuss.

10 Number two -- to file bankrupt.

11 Number two, Richard Clark told me, after I bought  
12 the place, about a month or so afterwards, that they  
13 were going to shut down the campground. They had  
14 considered doing it sooner, but they were afraid of a  
15 class action lawsuit. And later on -- don't huff the  
16 shoulders now. I'm under oath. I'm telling you a  
17 fact. And you know how I can support it? By the mere  
18 fact, if you're losing \$300,000 you've got to pay out  
19 of your pocket every 12 months, and you see no hope for  
20 that, the likelihood is -- he told me that. It was a  
21 motive for him to tell me that. He didn't want that  
22 campground. He told me he was afraid of a class  
23 action. And he wanted me to take those memberships  
24 because he was afraid of a class action lawsuit. And I  
25 didn't see no class action suit, until I begin to get

1 letters from lawyers, which you have copies of.

2 And I didn't ask those lawyers to write those  
3 letters, Mr. Byrd. The members got their lawyers to  
4 write those letters. And they wanted to go after TLC.  
5 I didn't talk them into it.

6 Q. Now, Mr. Hutson, is there anything wrong with  
7 Richard Clark and Steve Lovell and Jim Thigpen, or any  
8 one of them, going to a lawyer to find out if they  
9 could or should file bankruptcy? Is there anything  
10 wrong with that?

11 A. Not -- not in -- in -- in the midst of  
12 selling me a campground, knowing darn well that I had  
13 to spend \$500,000 or \$300,000 to just try to maintain  
14 it, and not give me any money to maintain it with, when  
15 they collected seven million. They're the ones that  
16 made the promise to keep the campground for -- for 60  
17 years. It wasn't I.

18 Q. But then --

19 A. I didn't get -- I didn't get a penny of that  
20 money.

21 Q. But then --

22 A. They got it.

23 Q. But then you assumed that responsibility?

24 A. I didn't understand it. That's fraudulent.  
25 I didn't understand that they failed to disclose that

1 it was for 60 years. I didn't know that. I mean,  
2 why -- if you ask a fourth-grader this question, why  
3 would Mr. Hutson sign a contract to buy land  
4 immediately when he can't -- when he can't buy it for  
5 60 years?

6 Q. You -- you didn't buy -- you didn't enter  
7 into a contract to buy anything, did you?

8 A. Sir, I certainly did. You need to read the  
9 lease option to purchase.

10 Q. Okay. So what you --

11 A. I paid 10,000 a month for that.

12 Q. For a lease.

13 A. The right to buy.

14 Q. The \$10,000, that document clearly says,  
15 clearly says, in black and white, English, that that  
16 \$10,000 a month is for the lease of the property. And  
17 no part of it -- no part of it is applied to the  
18 purchase price; isn't that true?

19 A. Could I ask -- can I respond to that?

20 Q. No. No. No. You can -- you can answer my  
21 question.

22 A. Yes, that's -- yes.

23 Q. That's what it said?

24 A. Okay. Now, I'd like to respond, then.

25 Q. Well, you already have. I asked you --

1 A. No.

2 Q. -- if it said that, and you said yes. You've  
3 answered.

4 A. I would like to respond.

5 Q. You mean you want to explain?

6 A. I would like to explain.

7 Q. Okay, good. Go right ahead.

8 A. Let's take a little pattern of what --

9 Q. All right. Let -- let's -- let's go back to  
10 my question.

11 A. Okay. I answered it.

12 Q. I'm talking about the question before. I  
13 asked you, is there anything wrong with anybody going  
14 to a lawyer to find out if they should or could file  
15 bankruptcy?

16 A. No, sir. But there's a thing wrong about  
17 trying to sell somebody a pig in a poke.

18 Q. Well, let me ask you this.

19 A. For 60 years. Cost me \$40 million to  
20 maintain that. And they knew it. You think I've  
21 been --

22 Q. Mr. Hutson, didn't you have an opportunity to  
23 look into the whole thing --

24 A. No, sir.

25 Q. -- before? You did not?

1 A. I've already testified to that.

2 Q. Okay. Didn't, in fact, Steve Lovell, on  
3 December 16, 2010, instruct Lisa Bagwell to provide you  
4 any and all information you needed about that  
5 campground? Now, isn't that true?

6 A. I don't know what he instructed her. I know  
7 this. He instructed her that I was buying the property  
8 and I had the right to fire or hire anybody I wished  
9 to.

10 Q. And he -- he also told her to provide you any  
11 information you wanted to get?

12 A. She never provided me with a thing.

13 Q. Did you ever ask her?

14 A. I did. And she refused.

15 Q. And she said no?

16 A. She refused. Why do you think I went and --

17 Q. No. No.

18 A. -- picked her computer with --

19 Q. No, answer my question, and then you can  
20 answer whatever you want to --

21 A. I've answered it.

22 Q. -- about breaking into an office --

23 A. No, sir.

24 Q. -- and stealing a computer.

25 A. No, sir.

1 Q. You can talk about that all day. But my  
2 question to you is, did --

3 A. I've answered it. No, sir.

4 Q. The answer is no?

5 A. That's correct.

6 Q. You asked for the records, and she said no?

7 A. That's correct.

8 Q. Okay. Did she say why?

9 A. She said that she wasn't at liberty to give  
10 out records on the prior business.

11 Q. Okay. How much money do you think you took  
12 out of Big Water in 2011?

13 A. I don't know.

14 Q. You don't have any idea?

15 A. No. I don't have the books.

16 Q. Do you any -- what?

17 A. What? I don't have the books. Those two  
18 guys right back there, they took the books. Call me a  
19 liar or call them a liar. I'm under oath. They --

20 Q. Do you know --

21 A. -- took the books.

22 Q. Do you know -- do you know that the financial  
23 information about Big Water Resort has been produced in  
24 this lawsuit? Do you know that?

25 A. I do not know that, because I don't have the

1 books. I've never had the checking account. Mary Lou  
2 had the checking account. As soon as I got evicted,  
3 they hired Mary Lou, so the books stayed there.

4 Q. Mr. Hutson.

5 A. I asked Mary Lou to give me the books, and  
6 she wouldn't.

7 Q. Come on, now. I've asked you a different  
8 question.

9 A. All right.

10 Q. Don't you know that the financial information  
11 about Big Water Resort, LLC with regard to 2011, 2012,  
12 2013 and 2014, have been produced in this lawsuit?  
13 Don't you know that?

14 A. I've not seen them.

15 Q. Okay. All right. Let's take a break for  
16 lunch.

17 MR. CARR: Off the record at 12:47 P.M.

18 (A lunch recess was taken.)

19 MR. CARR: We're on the record at 1:36 P.M.

20 BY MR. BYRD:

21 Q. Mr. Hutson, you wanted to put something on  
22 the record, did you?

23 A. Yes.

24 Q. Go right ahead.

25 A. Two things.



1           One, I might have misspoken about this picture.  
2       Even though it's literally January and people are  
3       swimming in January, looks suspicious. But come to  
4       think of it, I want to believe that TLC or Big Water  
5       Resort ran those pools year-round, perhaps even when  
6       the pools were closed. It could have been -- could --  
7       could have been that way. But it's cold weather in  
8       January. And it was in end of December. But you see  
9       people swimming there in this pool.

10           Q.    Yes, sir.

11           A.    Just a little suspicious, one. That's the  
12       only thing.

13           And then, secondly, I would like to know if I'm  
14       going to be presented a copy of this deposition for  
15       review?

16           Q.    Now, here's the way it works, Mr. Hutson. As  
17       you have been told on numerous occasions, you are a  
18       party to this lawsuit, okay?

19           A.    Uh-huh.

20           Q.    If you want a copy of the transcript, you  
21       have to pay for it. It's not free. Now, you have the  
22       right to read and sign the transcript. And if you want  
23       to exercise that option, you can. But the court  
24       reporter has the right to send it to you COD. You have  
25       to pay for it when you get it. Read it. If you're

1     okay with what you said, she hasn't made a mistake  
2     taking it down, you sign it and send it back to her.  
3     That's the way that works.

4           A.    So what if I don't want to keep a copy, I  
5     just want to review it?  Could I come in this office  
6     and review it?

7           Q.    Sure.

8           A.    And make changes in it?

9           Q.    No, you can't make any changes it, but you  
10    can certainly read it.

11          A.    Well, if I've misspoken, that's the whole  
12    purpose of allowing a person --

13          Q.    No.  No.  No, sir.  Here -- here's the  
14    purpose for reading and signing, as I understand it,  
15    okay?

16          A.    Uh-huh.

17          Q.    If you say one thing, and she wrote the wrong  
18    thing down, she misheard you, then you can make a  
19    notation that I said yes and she typed no, or whatever  
20    the mistake in understanding what you said.  But you  
21    can't change your testimony.  Got it?

22          A.    Uh-huh.

23          Q.    Okay.

24          A.    All right.  I was unaware of that.

25          Q.    All right.

1 A. May I have a copy of this?

2 Q. Yes, sir. Wait. Wait a minute now. That --  
3 that is the exhibit. You can't have that, but we'll  
4 make you a copy.

5 A. Yeah, okay.

6 Q. No. No. No. This -- this whole document  
7 is --

8 A. Okay.

9 Q. -- a composite, if you will.

10 A. I understand.

11 Q. In globo, some people call it. In other  
12 words, each page of that is part of that exhibit.

13 A. I understand.

14 Q. But you certainly can have a copy of it.

15 A. Okay.

16 Q. But -- well, no but. You can have a copy of  
17 it.

18 (Exhibit No. 113 marked for identification.)

19 BY MR. BYRD:

20 Q. Okay, Mr. Hutson, I'm handing you what has  
21 been marked as Exhibit No. 113, which, again, is one of  
22 those composite exhibits. Take a look at those  
23 documents and orient yourself to them. And then I want  
24 to ask you some questions about them.

25 A. Okay.

1 Q. Have you looked at all of them?

2 A. I'm familiar with it.

3 Q. You are? Okay. Well, let's look at the  
4 first document, which is part of that exhibit. And  
5 give me the number on that, would you, please, right up  
6 there?

7 A. Yes, sir. It's 113.

8 Q. Okay. So in March of 2011, Ms. Sharon White  
9 set up Big Park Management, Inc.?

10 A. Uh-huh.

11 Q. Correct?

12 A. That's correct.

13 Q. And these are the Articles of Incorporation.

14 And if you look at the next document, it is from  
15 the Secretary of State's Office for the State of South  
16 Carolina, a Certificate of Existence. And it says, Big  
17 Park Management, Inc. was --

18 A. Right.

19 Q. -- organized on April 8, 2011?

20 A. Right.

21 Q. Okay. Now, if you go to the next document,  
22 that is a letter from the Internal Revenue Service,  
23 assigning an Employer Identification Number to Big Park  
24 Management, Inc.?

25 A. Yes, sir.

1 Q. Do you see that?

2 A. Yes, sir.

3 Q. Okay. And it says here, based on the  
4 information received from you or your representative,  
5 you must file the following forms by the date shown.  
6 941 should be filed on or before 7/31/2011. Form 940  
7 by January 31, 2012. And Form 1120 by March the 15th,  
8 2012. See that?

9 A. I -- I saw it.

10 Q. Okay. Now, the next document indicates that  
11 the board of directors had an organizational meeting on  
12 May 5, 2011. And Sharon White, as a director named by  
13 the incorporator, was present and acted as temporary  
14 chairman of the meeting, and took that action reflected  
15 in those documents. And you're familiar with that,  
16 right?

17 A. Yes, sir.

18 Q. Okay. And the bylaws were attached. And  
19 you're familiar with them?

20 A. Yes, sir.

21 Q. All right. And then, on the 8th day of  
22 April, 2011, you and Sharon White entered into an  
23 agreement that she would sell to you the stock -- all  
24 of the stock, a hundred percent of the stock, in Big  
25 Park Management, Inc., for \$10,000?

1 A. That's correct.

2 Q. Okay. And then, on May 5, 2011, she did, in  
3 fact, transfer that stock to you on May 5, 2011,  
4 right?

5 A. That's correct.

6 Q. Okay. Now, why did you set up Big Park  
7 Management and go through this series of transactions  
8 reflecting with the Secretary of State that Sharon  
9 White was going to be the owner of that corporation?

10 A. Well, she was, at the time that she filed  
11 that. She was.

12 Q. Okay. Well, you were ultimately going to end  
13 up with it, right?

14 A. That's correct.

15 Q. Well, why didn't you just file it?

16 A. She wanted to file it because she was going  
17 to operate it, and then I decided that I wanted to  
18 operate it. The whole purpose of setting this up --  
19 and I guess that's what this boils down to, is, why was  
20 it done? Is that your question?

21 Q. Well, yeah --

22 A. Okay.

23 Q. That is my question.

24 A. Let me simplify it.

25 Q. All right.

1 A. Okay. We had to set up -- Clark and them  
2 pulled the credit swiping machine.

3 Q. Yeah.

4 A. So we had to set up our own swiping machine.

5 Q. Okay.

6 A. All right. Even though, as long as I  
7 operated the place, until I left the place, we never  
8 had an issue with the credit card swiping machine, the  
9 one that we got.

10 Because I had a blemish in my credit, I could not  
11 get the credit swiping machine card. So I asked  
12 Sherry -- I knew her, not very well -- if she would  
13 have an interest in getting it, getting it -- we'd form  
14 a corporation. And so that -- that corporation was  
15 solely for the purpose of swiping the money.

16 And then, that was the money that I sent out to  
17 payments to TLC each month. And it was monies that  
18 went in on credit cards, but was taken back out to  
19 carry it over to Big Water. The whole purpose was  
20 because of a credit issue.

21 Q. And you're pretty sure that money was taken  
22 out and put into Big Water --

23 A. Yes, sir.

24 Q. -- Resort, LLC bank account?

25 A. No, sir. A lot of times --

1 Q. Where -- where was it put?

2 A. It was put a lot of places. Many, many,  
3 many, many places and times that I paid cash. For  
4 instance, I think I paid the dock man, like, \$2,000 to  
5 do some repairs. I think I paid him cash. I paid the  
6 electric bill, a lot times, in cash. Because Big Water  
7 might not have the money in, in checks that had come  
8 in. So it just kind of fluctuated.

9 But Sharon White never received a dime. Matter of  
10 fact, there's another agreement -- you may have it.  
11 And it ended -- it is written in there that she does  
12 not own that money nor have any right to touch any of  
13 that money. And she never did.

14 Q. Well, you paid her \$10,000 to do that for  
15 you, didn't you?

16 A. I did.

17 Q. And you do realize you were deceiving the  
18 bank by doing it that way, don't you?

19 A. No, sir. I was not deceiving the bank at  
20 all. How was I deceiving the bank?

21 Q. Well, that money was set up or that account  
22 was set up --

23 A. She was responsible.

24 Q. -- for Big Water Resort, right?

25 A. It was set up for Big Park management.



1 Q. But that -- you just got through telling me  
2 that money went to Big Water Resort, Mr. Hutson.

3 A. That's -- that's a second -- secondhand  
4 thing. The bank -- the bank had no interest nor  
5 concern where that money went, once it cleared and was  
6 disbursed out. That -- that --

7 Q. Well, you --

8 A. -- bank could have cared less. They  
9 didn't -- they -- they had no interest in that.

10 Q. Well, you do know that they wouldn't have  
11 given you that right and privilege?

12 A. They didn't.

13 Q. And they wouldn't have, because of your  
14 credit --

15 A. That's right.

16 Q. -- and what you had done?

17 A. No, not because what I had done. It was  
18 nothing illegal. We had a lawyer to go through the  
19 whole thing with us, Ron Nester. And the credit card  
20 said they just need to have somebody that had credit,  
21 even though we weren't making a loan.

22 Q. What -- what was the blemish on your  
23 credit?

24 A. Judgments.

25 Q. Judgments?

1 A. Uh-huh.

2 Q. Okay. All right. So you don't think you  
3 were deceiving the bank?

4 A. I know I wasn't.

5 Q. Okay.

6 A. We never -- we -- the bank never got beat out  
7 of a penny. We never told any lies to the bank. She  
8 owned the company. She owned the company. I hate for  
9 you to frown at me. She owned the company when she  
10 made that application. All I did was buy the  
11 corporation and agree to pay her \$10,000 to allow me to  
12 use her credit card machine for 36 months. And that's  
13 what she did. I paid her money. And there was never  
14 an issue or problem.

15 I know y'all took her over to the Internal Revenue  
16 here recently. Y'all met. Because she's mentioned  
17 that to me, which is fine with me. I -- I got nothing  
18 to hide. And it -- I got nothing to hide. I don't  
19 have one thing to hide.

20 Q. Mr. Hutson, isn't it true that when this  
21 corporation was organized, simultaneously with the  
22 organization you entered into an agreement with  
23 Ms. Sharon White that she would have to transfer the  
24 ownership of that company to you? Isn't that true?

25 A. That's true.

1 Q. Okay. So at the time this corporation was  
2 organized, and at the time the application was made for  
3 that credit card machine, you knew and she knew that  
4 you were going and control that corporation --

5 A. Right.

6 Q. -- not her?

7 A. Right.

8 Q. And you don't think that's deceptive?

9 A. No, sir.

10 Q. Okay.

11 A. Well, I've got -- I've got a lawsuit against  
12 the attorney that represented us.

13 Q. Okay.

14 A. No, there's nothing. We explained to him  
15 exactly what -- why we were doing it.

16 Q. Okay. All right.

17 A. And he drew the papers.

18 Q. Okay.

19 A. So I'm -- I'm not --

20 Q. All right.

21 A. And the bank never lost a penny. The bank  
22 never screamed about anything. There was never an  
23 issue. There was never inevient (ph) ways by  
24 Mrs. White or myself. Everybody complied.

25 Q. Okay.

1 (Exhibit No. 114 marked for identification.)

2 BY MR. BYRD:

3 A. It was simply a -- a convenience.

4 Q. The convenience was so you could get it,  
5 because the bank wouldn't give it to you?

6 A. That's right.

7 Q. Isn't that the convenience?

8 A. That's right. We had to have a credit card  
9 machine.

10 Q. Okay. All right. Let's look at 114 there.

11 A. Matter of fact, I asked Lisa Baxley to do it.  
12 But she wouldn't do it.

13 Q. I wonder why?

14 A. Because she -- well, because I had already  
15 talked to her about leaving. You know, I mean, I was  
16 going to dismiss some people.

17 Q. Did you --

18 A. So...

19 Q. -- tell her you were going to fire her in  
20 April of 2011?

21 A. Let me -- let me -- let me say this to you.  
22 I told her -- I had several -- I had probably a hundred  
23 meetings with her. And even though I fired her, she  
24 wrote a very kind letter about me. And you'll -- I'll  
25 have it presented to you on the 20th day of...

1 Q. Well, now, Mr. Hutson, isn't it a fact that  
2 you threatened to sue her?

3 A. No, sir.

4 Q. You didn't? You didn't go over to that bank  
5 where she was working and tell her loan officer and  
6 president of the bank that you were going to sue her?

7 A. You get your facts all messed up.

8 Q. Did -- did -- did you --

9 A. No, sir.

10 Q. Did you do that?

11 A. No, sir.

12 Q. Okay. All right.

13 A. I did not.

14 Q. You never told her you were going to sue her?

15 A. Now, that's a different question.

16 Q. Okay. Did you tell her you were going to sue  
17 her?

18 A. I said if she continued doing what she was  
19 doing, she might get sued.

20 Q. Which was what?

21 A. She was telling people that come up to the  
22 window, that she knew and I knew, that I would -- I  
23 would con them and I'd beat them out of their money.

24 Q. Well, you know, truth is a defense, don't  
25 you, Mr. Hutson?

1 A. No, sir, I don't.

2 I can tell you who she told that person to.

3 Q. Okay. All right. Let's go --

4 A. You want to know who she told that person to?

5 Q. I don't --

6 A. He came to me and told me.

7 Q. I don't care who it was.

8 A. It was the guy that works over there at Big  
9 Water Resort.

10 Q. Okay.

11 A. Runs the restaurant.

12 Q. Okay. All right.

13 A. And -- and I've never done nothing but been  
14 fair with him. And he's always been fair with me.

15 Q. Okay. Let's to go Exhibit No. 114, okay?

16 A. Okay.

17 Q. Look at that document, 114. Now, is that  
18 what you're looking at?

19 A. Let's see here. Is this -- is this what we  
20 just got through looking at?

21 Q. No, sir.

22 A. Okay. All right. I'm going to put this --  
23 all right, go ahead.

24 Q. You familiar with this document?

25 A. Articles of -- not really.

1 Q. Okay. So you need to take a minute and look  
2 at that one?

3 A. Okay. What about it?

4 Q. You through looking at?

5 A. I am.

6 Q. Okay. Tell me about why this corporation was  
7 set up.

8 A. Oh, the corporation? Well --

9 Q. Yes, sir. This is Articles of Incorporation.

10 A. Because so many people were fussing about Big  
11 Water Resort, until I thought that I would set up just  
12 a corporation. That's what I did.

13 Q. Okay. And so that was also intended to  
14 deceive people?

15 A. No, no more than what Richard Clark and them  
16 tried to change the name of Big Water Resort. I mean,  
17 how do you perceive that as deceiving people?

18 Q. When did they try to change the name of Big  
19 Water Resort, LLC?

20 A. They already have.

21 Q. Really?

22 A. Really.

23 Q. Tell me what you know about that, Mr.  
24 Hutson?

25 A. Well, there's a sign out there. If you'll

1 read the sign, it's got a different name than Big Water  
2 Resort.

3 Q. I asked you about Big Water Resort, LLC.

4 A. All right. Are you asking me about this  
5 document or you've changed the subject on me?

6 Q. No, sir. I'm responding to the answers that  
7 you gave me.

8 A. Okay.

9 Q. You told me that so many people were  
10 complaining about Big Water Resort --

11 A. And TLC.

12 Q. -- that you changed the name to BWR, Inc.

13 A. I did it for two reasons.

14 Q. Okay.

15 A. One, Lisa told me that Richard Clark had  
16 called her and told her that he was going to pull his  
17 tax ID number from the BL -- BWR, Inc. I mean BWR, LLC.  
18 So she said that we would have to get -- we had to form  
19 a new corporation and get a new tax ID number. So  
20 that's what I did. That was the first reason it was  
21 done.

22 Q. Okay.

23 A. That was actually the -- that was almost the  
24 main reason it was done.

25 Q. Okay.



1 A. Kind of lost my memory there for just a  
2 second.

3 Q. Okay.

4 A. Now, I think that Mr. Clark would probably  
5 acknowledge it.

6 Q. Now, Mr. Hutson, you own BWR, Inc., right?

7 A. Yes, sir. I'm still concerned about how are  
8 you my contact agent for my -- for my corporation?

9 Q. Well, Mr. Hutson, we're talking about a  
10 corporation, BWR, Inc., okay?

11 A. Okay, yeah.

12 Q. You still --

13 A. BWR, Inc. is dissolved itself.

14 Q. That's -- that's what we're looking at right  
15 here, Exhibit No. 114, is BWR, Inc., okay?

16 A. Yes, sir.

17 Q. Let's stay on the subject here.

18 A. I apologize.

19 Q. All right. Now, BWR, Inc. was formed in  
20 February of 2011, right?

21 A. That's right.

22 Q. Okay. And you owned it then and you own it  
23 now?

24 A. I don't own it now. It's -- it -- it  
25 dissolved. Inc.'s gone. If you don't pay your fee

1 each year -- I mean, you know, when I left, I just quit  
2 with it.

3 Q. Didn't you tell me that the fee had been paid  
4 by Mary Lou and it had been --

5 A. When did I tell you that?

6 Q. Under oath in a 2004 examination.

7 A. That shyster deposition? I don't -- I -- I'm  
8 not going to make -- I'm not even -- I was so -- I --  
9 let's don't even talk about that. There's a motion to  
10 have that set aside, as you well know. And you're  
11 going to be before a judge, the same as Tom Harper and  
12 other. You saw -- okay, you saw the order that I filed  
13 and the response to the order.

14 Q. Regardless of all that, didn't you tell me,  
15 sir, that Mary Lou had paid the fee with the Secretary  
16 of State?

17 A. Right.

18 Q. Under oath you told me that, right?

19 A. I -- let me say this to you. Mary -- Mary  
20 Lou -- Mary Lou was the bookkeeper. But as these  
21 people know, because they've now hired her, Mary Lou  
22 doesn't keep books that great. If you look inside her  
23 automobile, that's where her -- that's where her file  
24 cabinets basically are, on her dash, papers about this  
25 thick. She -- I mean, you know, she's reliable. But

1 she's not the best bookkeeper in the world. And she  
2 will admit that.

3 Q. Okay.

4 A. So when she told me that she paid something,  
5 I never -- I've never -- listen this time, under oath.  
6 I have never looked at the checkbook since I bought Big  
7 Water Resort.

8 Q. Which checkbook?

9 A. The checkbook that Big Water Resort had.  
10 I've never looked at it.

11 Q. You took money out of it, didn't you?

12 A. Well, I -- I -- yeah, of course, I've taken  
13 money out of it. I'm saying I've never examined the  
14 checkbook and I never got to examine it when I left.

15 Q. What about the one for BWR, Inc., you ever  
16 examine that one?

17 A. BWR, Inc.? Nope, never did that either.

18 Q. What about Big Park Management, Inc., did you  
19 ever look at that one?

20 A. Occasionally. Occasionally. It came -- Mary  
21 Lou -- Mary Lou handled all the book work. I was  
22 trying to get a subdivision approved and trying to  
23 figure out what kind of houses to put in there.

24 Q. Okay. So you told me one of the reasons that  
25 you had forgotten about, but you recalled during the

1 course of your testimony, that another reason that you  
2 set BWR, Inc. up was to get a federal ID number?

3 A. That was the main reason. Lisa called me,  
4 told me that's what had to be done.

5 Q. Okay.

6 A. Now, by the way -- and when was this done?  
7 What -- what did you say that this was done in, when?  
8 2000 -- in February of 2011?

9 Q. Yes, sir.

10 A. All right. So she was still there working at  
11 that time.

12 Q. Yes, sir.

13 A. So I hadn't fired her. Because she filled  
14 all that out.

15 Q. That -- that's not true, is it, Mr. Hutson?

16 A. Yes, sir, that's totally true.

17 Q. Mr. Nester filled that out, didn't he?

18 A. No, I'm talking about -- I'm talking about  
19 applying for the new tax ID number.

20 Q. Don't you know Mr. Nester did that for you?

21 A. I don't -- I don't remember. It's possible.  
22 I know Nester handled the contract. Maybe he got --  
23 maybe he got the tax ID number. I thought Lisa did.  
24 Maybe I misspoke.

25 Q. Okay.

1 (Exhibit No. 115 marked for identification.)

2 BY MR. BYRD:

3 Q. Let's look at Exhibit No. 115. Do you see  
4 here where a federal ID number -- Employee Information  
5 Number, right?

6 A. Uh-huh.

7 Q. From the Internal Revenue Service?

8 A. Uh-huh.

9 Q. That EIN was assigned to you?

10 A. That's correct.

11 Q. Morris B. Hutson?

12 A. That's -- that's -- that's correct.

13 Q. All right. And you spelled your name right  
14 on this document?

15 A. Well, I had to turn in my Social Security  
16 number.

17 Q. Okay. So you were forced to put the correct  
18 name --

19 A. Forced --

20 Q. -- on the application?

21 A. I'm not sure I filled that out, but...

22 Q. Okay.

23 A. I mean, it got...

24 Q. All right.

25 A. Whoever did it.

1 Q. All right. An EIN was assigned to you --

2 A. Uh-huh.

3 Q. -- on the 16th day of February, 2011. See  
4 that? You need to look at that document.

5 A. I -- I -- I saw it.

6 Q. Let's talk about it a minute. Well, pull it  
7 back over.

8 A. Okay.

9 Q. All right. Do you see that that document was  
10 sent to you by the Internal Revenue Service on February  
11 16, 2011?

12 A. Well, I don't know how it was sent, online  
13 application. I don't know how I got it. But I didn't  
14 receive it. Mary Lou received it. And maybe I -- I  
15 got it through the...

16 Q. Well, it was sent to you, right?

17 A. I didn't get anything that came in there.  
18 Anything that had to do with paperwork, Mary Lou got.

19 Q. Okay.

20 A. Now, I do have a -- I -- I do know that this  
21 corporation had a tax ID number. I do know that.

22 Q. Which corporation?

23 A. The BWR, Inc.

24 Q. I know. But this is to you, Morris B.  
25 Hutson, not BWR, Inc.

1 A. So what -- what are you -- I don't  
2 understand. What are you saying?

3 Q. First of all, I'm saying that the Internal  
4 Revenue Service assigned an EIN to you. And it is  
5 27-5007908. Do you see that?

6 A. I do see that. Is that for the corporation?

7 Q. No, sir. It's to the legal name of Morris B.  
8 Hutson. Don't you see that?

9 A. Mr. Byrd, that's BS. Whoever did that --

10 Q. Okay. All right.

11 A. Hey, hey, look, laugh if you like. You -- I  
12 tell you what you do. Why don't you take this paper  
13 and try to make a case out of it? Because I'll  
14 guarantee you, I've never submitted any such tax ID  
15 number or a Social Security number like that in my  
16 life.

17 Q. That's not a Social Security number, Mr.  
18 Hutson. That's an EIN.

19 A. Well, maybe that's the --

20 Q. That's the --

21 A. -- tax ID number for the -- for the BWR, Inc.

22 Q. All right. Reach over there and get Exhibit  
23 No. 114.

24 A. 114. Got it.

25 Q. Yes. All right. Turn over four pages.

1 A. Four pages. Okay.

2 Q. All right. I'm sorry, turn over four pages  
3 to the fifth page.

4 A. Got it. Okay.

5 Q. Do you see that? That's from the Internal  
6 Revenue Service?

7 A. It is, indeed.

8 Q. Is that also BS?

9 A. Not BS. It's BWR, Inc.

10 Q. No, but didn't you just say that other  
11 document we were looking at was BS? Never mind.

12 A. Well, that's -- that's --

13 Q. That's to Morris B. Hutson.

14 A. -- not my Social Security number.

15 Q. It is not. It is an EIN, Mr. Hutson.

16 A. Well, I don't know what an EIN is.

17 Q. You don't?

18 A. I don't.

19 Q. Employee Identification Number.

20 A. All right, then. I didn't get it. I didn't  
21 get any of this here. Mary Lou got it.

22 Q. Okay. All right. Well --

23 A. I can't tell you that.

24 Q. Okay. Okay. Let's just go to 114 now.

25 A. All right.



1 Q. Pull it back over there and go to the fifth  
2 page. And this is also from the Internal Revenue  
3 Service. We just went over that a minute ago.

4 A. Okay.

5 Q. Tell me when you're on that page.

6 A. I'm on it.

7 Q. Okay.

8 A. Last page, I guess it is.

9 Q. Well, it's not actually the last. It's the  
10 next to the last.

11 A. Second to last. Okay.

12 Q. Okay.

13 A. All right.

14 Q. All right. And the date of this notice is  
15 2/25/2011?

16 A. Uh-huh.

17 Q. Okay. And Exhibit No. 115, the date of that  
18 is 2/16/2011, nine days before. You with me?

19 A. Not really, but...

20 Q. Okay.

21 A. What -- what's -- what's -- what's the point?  
22 I mean, what -- what are you trying --

23 Q. First of all, I was trying to establish the  
24 dates of those two documents. So let's make sure  
25 you --

1 A. 2/25/11.

2 Q. Okay. That's Exhibit No. 114?

3 A. Okay.

4 Q. Correct?

5 A. I don't see exhibit.

6 Q. Look on the front. Well, look on the front

7 page of it.

8 A. Okay. All right.

9 Q. 114, right?

10 A. Right.

11 Q. And on that page, this Internal Revenue

12 Service notice to BWR, Inc.?

13 A. Uh-huh.

14 Q. Look at the post office box, 1413, Dayton,

15 Tennessee. See that? Whose post office box is that?

16 A. I think what happened there, Andy Tucker --

17 Q. Okay.

18 A. Yeah, I know. Okay. I had to -- had to kind

19 of think about it.

20 Q. Yeah, okay.

21 A. Andy Tucker was going to handle the books.

22 Q. For BWR?

23 A. That's right.

24 Q. Okay.

25 A. And so he wanted that address established.

1 See, I never applied for this. He probably -- he  
2 probably applied for the address. He probably asked me  
3 for the address. And -- but, I mean, how could I get  
4 my mail, if I was in -- on Big Water Resort, if it was  
5 going to Tennessee? But that was part of his, like,  
6 5,000 -- \$500,000 charge. He was going to -- he wanted  
7 to handle the books. And after I thought about it, I  
8 told him I wasn't going to do it. So nothing ever went  
9 to that address.

10 Q. So let's see if we can get -- get back around  
11 to my question.

12 A. Okay.

13 Q. Whose P.O. Box is 1413 in Dayton, Tennessee?

14 A. I don't know. You'd have to check. But I  
15 bet it will be -- it will probably be Andy Tucker's. I  
16 don't know.

17 Q. Okay.

18 A. Did he help you to answer the question?

19 Q. You know, he's not under oath, Mr. Hutson.  
20 I'm asking you the questions.

21 A. Okay.

22 Q. Now, you've answered the question. You don't  
23 know whose post office box --

24 A. No, sir.

25 Q. -- that is? Okay. That's good.

1 Now, let's go back to that document. You see the  
2 Employer Identification Number there?

3 A. Let me be sure I understand. And this was  
4 apparently applied for in February 25, 2011?

5 Q. All I can tell you is, it was issued by the  
6 Internal Revenue Service on February 25, 2011.

7 A. Okay.

8 Q. That's all I can tell you.

9 A. All right. Well, then, common sense tells  
10 you that -- that I didn't do that, because what am I  
11 going to do, drive to Tennessee each day to get my  
12 mail?

13 Q. I have no idea what you were planning to do.

14 A. Well, I don't either. I don't either.

15 I think Tucker, at one time, talked about he  
16 wanted to handle the books. And I kind of wrestled  
17 with him over that for a week or so, and finally told  
18 him it wasn't going to happen. And -- but I think -- I  
19 think that's the true answer to that question.

20 A lot of the stuff is, like, three and a half  
21 years ago, almost four years ago. You know, a little  
22 of it's rusty to me.

23 Q. All right. But we -- okay. Let's look at  
24 this document.

25 A. Hold on. You mean this one about Tennessee

1 and the post office?

2 Q. Yes, sir.

3 A. All right. It's exciting. Let's -- let's  
4 do.

5 Q. The Employer Identification Number that was  
6 issued by the Internal Revenue Service for BWR, Inc. is  
7 what, Mr. Hutson?

8 A. It is 27-5170913.

9 Q. Okay. And let's go back to Exhibit No. 115.

10 A. All right.

11 Q. Right there in front of you.

12 A. Okay.

13 Q. All right. Now, that Employment  
14 Identification Number, which was assigned to you, Mr.  
15 Hutson, is an entirely different number, isn't it?

16 A. Yeah.

17 Q. Okay.

18 A. Yeah.

19 Q. All right. So on the 16th day of February,  
20 you got a federal identification number, right?

21 A. Yeah. Yeah, I -- I got to tell you, I'm not  
22 clear about this stuff.

23 Q. Okay.

24 A. Okay. I didn't -- I didn't handle any of the  
25 books. Mary Lou handled all the books. I didn't see a

1 lot of this stuff, so I'm not clear of it.

2 Q. Okay.

3 A. And I did not -- and you can check. You  
4 should have some way of checking. I guarantee you that  
5 I did not go apply for a post office box in Tennessee.  
6 Maybe Tucker might have. I suspect so. But I haven't.  
7 I didn't know one existed in Tennessee.

8 Q. Well, isn't Exhibit No. 115 the Employer --  
9 Employee -- Employer Identification Number that you and  
10 Lisa decided you needed to get because Richard and  
11 Steve told her that they were removing their federal  
12 identification number from the bank account at Big  
13 Water Resort, LLC? Now, isn't that what happened?

14 A. I would think. But I -- it would seem to me  
15 like that the legal name would not be my name, it would  
16 be BW -- BWR, Inc.

17 Q. Okay.

18 A. But Lisa handled that.

19 Q. Okay.

20 A. When Lisa left, instantly Mary Lou took over.

21 Q. Okay. Now, let's go back to 113.

22 A. Uh-huh.

23 Q. 113. It's the one right over there, Mr.  
24 Hutson.

25 A. Okay.

1 Q. Okay. And if you'll go one, two, three -- to  
2 the fourth page.

3 A. Okay.

4 Q. All right. Okay. And this is the Employer  
5 Identification Number for Big Park Management, Inc. --

6 A. Uh-huh.

7 Q. -- correct?

8 A. Uh-huh.

9 Q. And it's yet even a different --

10 A. Well, it should be a different, because it's  
11 a different business.

12 Q. Okay. All right. So now we have three  
13 Employer Identification Numbers; one issued in your  
14 name, one issued in Big Park Management, Inc.'s name --

15 A. Uh-huh.

16 Q. -- and one issued in BWR, Inc.'s name?

17 A. So -- so what's wrong with that?

18 Q. Well, now, didn't you tell me that Big Park  
19 Management and BWR, Inc. were all Big Water Resort?

20 A. Ask that again, please, sir.

21 Q. Yes, sir. Did I understand correctly from  
22 your testimony that BWR, Inc. and Big Park Management,  
23 Inc. were all the same as Big Water Resort, LLC?

24 A. Well, if I said it like that, I misstated.  
25 What I meant to say was Big Water Resort, Inc. was just

1 that. We had --

2 Q. Do you mean -- do you mean BWR, Inc.?

3 A. Yeah.

4 Q. All right.

5 A. All right. And we had to have a credit card  
6 swiping machine.

7 Q. And you had that at Big Park Management,  
8 right?

9 A. We did that through Big Park Management.

10 Q. Okay.

11 A. But Big Park Management never had any  
12 activity. It never -- it never did anything. It was  
13 just -- it was a holding company for the -- for the  
14 money, until it got taken. And every day it was  
15 desperately needed back over to pay bills.

16 Q. So it was just a sham; is that right?

17 A. You know what?

18 Q. Was it or was it not a sham?

19 A. Why don't you prove that being a sham?

20 Q. Okay.

21 A. And if you can't prove it, I appreciate you  
22 not say that, say that in front of me.

23 Q. Well, we're getting ready to look at some  
24 documents that may or may not prove it.

25 A. There was no wrongful intent on setting up



1 Big Park Management.

2 Q. Okay. We need to go off the record here.  
3 I've run out of a tape.

4 MR. CARR: This is end of tape number three  
5 in the deposition of M.B. Hutson. We're off the record  
6 at 2:10 P.M.

7 (A brief recess was taken.)

8 (Exhibit No. 116 marked for identification.)

9 MR. CARR: This is tape number four in the  
10 deposition of M.B. Hutson. We're on the record at 2:15  
11 P.M.

12 BY MR. BYRD:

13 A. Mr. Byrd, I might have something that will  
14 help you to understand that. I'm trying to think.  
15 This Tennessee post office box, it could be because  
16 Tucker formed a corporation called Greenland, and I had  
17 my truck in Greenland Corporation, my vehicle. And  
18 when I had to pay the electric bills, they wrote a  
19 check to Greenland, and then it took me a while to get  
20 the check cashed. But that may be why that address is  
21 in Tennessee. Now, I don't know that. I'm just  
22 throwing that out to you.

23 Q. Well, let's look at Mr. --

24 A. I don't see "Greenland" written anywhere.

25 Q. Let -- let's look at Mr. Tucker's lawsuit

1 against you up there in Rhea County, Tennessee.

2 A. What is it that you want to see on that?

3 Q. Well, I'm getting ready to tell you.

4 A. All right. You don't have it. Here it is, I  
5 guess.

6 Q. Yeah, okay. Would that be Greenland,  
7 Holdings --

8 A. Yes, sir.

9 Q. -- Inc.? Okay. Now, what you had Mr. Tucker  
10 set that corporation up for was for you to buy a truck,  
11 so the identification number of that vehicle, the  
12 registration identification number for that vehicle,  
13 would not be in your name, but would be in that  
14 corporation's name; isn't that correct?

15 A. I wanted a truck in the corporation because  
16 it's -- you can get write-offs in the corporation when  
17 you can't as an individual.

18 Q. So is your answer no to my question?

19 A. I would say no to that.

20 Q. Okay. All right. Well, let's look at --

21 A. By the way, did I clear that up?

22 Q. Not a bit.

23 A. Okay.

24 Q. Here's Exhibit 116. Take a look at that set  
25 of documents and familiarize yourself with that.

1 A. The -- the account was closed by Clarendon  
2 Bank. They closed it because of TLC. The account was  
3 in good standing, but they closed it because they were  
4 afraid that they were going to get -- they had a  
5 conflict with the lawsuit going on with TLC.

6 Q. Who closed it, Mr. Hutson?

7 A. The bank did.

8 Q. Really?

9 A. Really.

10 Q. And when do you think they did that?

11 A. They did it about four months, because I  
12 think the president of the bank called me. And I went  
13 over to Manning and met with him. And he said that  
14 they would not allow that account to stay open, due to  
15 issues with TLC.

16 Q. And when was that?

17 A. I can't tell you that.

18 Q. Four months?

19 A. I estimate --

20 Q. What does "four months" mean?

21 A. Four months from the time I got there. I --  
22 I could be wrong. It could be five months. But Lisa  
23 told me that the bank was requiring it to be closed.

24 So I made an appointment with the president, the  
25 vice president. And I went over there to Manning, met

1 with him. And he said that TLC's got issues and they  
2 are somehow related in a lawsuit with that bank, maybe  
3 they bought out another bank or something. Anyhow, he  
4 wanted the account closed, so Lisa closed it.

5 Q. Okay.

6 A. I didn't have nothing to do with it.

7 Q. All right. Well, that's interesting. The  
8 first page of that document is a bank statement from  
9 the Bank of Clarendon, dated December 30, 2011, isn't  
10 it?

11 A. Yes. Uh-huh.

12 Q. Okay. And it shows in that bank statement  
13 for that bank that there were deposits into that bank  
14 account of \$4,145.10 during the month.

15 A. All right.

16 Q. And it also says that three checks or charges  
17 against that account occurred at the Bank of Clarendon;  
18 isn't that correct?

19 A. I -- I don't know. I don't see that.

20 What -- why --

21 Q. You don't?

22 A. I don't know what that means.

23 Q. This is -- you do know this is a bank  
24 statement from a bank, right?

25 A. Let me ask you. Who --

1 Q. No, no, no.

2 A. Who signed -- who signed this check, this  
3 bank account? Do you know?

4 Q. Who signed this bank account?

5 A. Yeah, who signed the checking account?

6 Q. I don't have any idea.

7 A. Well, okay. Let me -- let me help you out a  
8 little bit. Lisa signed. She's the only signee on  
9 this account.

10 Q. Okay.

11 A. So I don't know nothing about it.

12 Q. Well, it certainly wasn't closed, was it, Mr.  
13 Hutson?

14 A. Well, it --

15 Q. Was it, Mr. Hutson? Was it closed?

16 A. I don't have a clue. I was told it was  
17 closed.

18 Q. Well, this bank statement indicates it  
19 wasn't, doesn't it?

20 A. So it's still open? You -- you're telling me  
21 it's still open?

22 Q. Well, it was still open on December 30, 2010.  
23 I don't know what the status of it is today. But all  
24 I'm asking you is --

25 A. Well, if --

1 Q. Mr. Hutson, here's a simple question. Yes or  
2 no? On December 30, 2011, wasn't the Big Water Resort,  
3 LLC bank account at the Bank of Clarendon still open?

4 A. I don't have any idea.

5 Q. Well, you're looking at the document right  
6 there.

7 A. Well, you know, I don't understand this  
8 document.

9 Q. Okay. All right.

10 A. I never looked at that checking account in my  
11 entire life. I never signed a check on it. I never  
12 made a deposit into that account. So how do I know  
13 anything about this? I don't know a thing about it.  
14 You'd have to ask Lisa.

15 Q. Well, I'm going to make a record here, okay?

16 A. Please do.

17 Q. All right. Let's go to the next statement,  
18 which is dated November 30, 2011.

19 A. Is that the second page?

20 Q. No, sir, it's not.

21 A. What page?

22 Q. It's right -- it --

23 A. All right.

24 Q. You see that, November 30, 2011, that same  
25 account, Big Water Resort, LLC? See that?

1 A. So?

2 Q. The bank account was still open on that date,  
3 correct, Mr. Hutson? There were deposits made into  
4 that account and checks written out of that account?

5 A. On the 11th month of 2011?

6 Q. Yes, sir.

7 A. Yeah, I guess it was.

8 Q. Okay. Now let's go to the next one.

9 A. Okay.

10 Q. Bank statement for 9/30. And I will tell  
11 you, we don't have the bank statement for 10/30, for  
12 that account. But on September 30, 2011, Big Water  
13 Resort, LLC, bank account at the Bank of Clarendon was  
14 still open and transacting business, wasn't it, Mr.  
15 Hutson?

16 A. I don't have a clue. Why you asking me  
17 questions like that?

18 Q. Mr. Hutson, look --

19 A. You're asking me --

20 Q. You can look at that bank statement and  
21 answer my question truthfully, if you just will.

22 A. This looks like paperwork on a checking  
23 account. I didn't sign it. I didn't see it. I've  
24 never seen it. I've never seen a checkbook. I  
25 couldn't even tell you what color the checkbook is. I

1 don't know nothing about it. I never made a deposit in  
2 it. Call it whatever you like. I don't know nothing  
3 about it. If you want me just to verify the date --

4 Q. Well, but --

5 A. -- 10/11/11.

6 Q. Now, Mr. Hutson, you just got through  
7 testifying that this bank account was closed. Now  
8 you're telling me you don't know anything about the  
9 bank account. Which is the truth?

10 A. You're so full --

11 Q. Do you know about it?

12 A. -- of twisted words. Let me -- let me -- let  
13 me say it, and just listen. Lisa Baxley told me, I  
14 don't remember which month, that this man over here,  
15 Clark, had terminated the ID number for the -- tax ID  
16 number, and we had to go and move the account.

17 So I went over to the bank. And the bank tells me  
18 that it's being moved, because there's an issue with  
19 TLC. But, see, I've already told you this. But you're  
20 still asking me the same thing.

21 Q. Mr. Hutson --

22 A. I can't tell you when that fucking thing was  
23 done or when it wasn't. I don't know.

24 Q. Now, Mr. Hutson --

25 A. I don't have no idea, so stop asking me about



1 it.

2 Q. Now, Mr. Hutson, you need to watch your  
3 language, sir.

4 A. I apologize.

5 Q. It's just like you're in the federal  
6 courtroom.

7 A. I apologize.

8 Q. Okay. This lady is taking down every word  
9 you say and she hears what you say, okay?

10 A. Well, don't --

11 Q. Now --

12 A. Please don't ask me any more questions. But  
13 I don't know nothing about it.

14 Q. Well, Mr. Hutson, I am -- trust me, I am  
15 going to ask you a lot of questions this bank account.

16 A. Okay.

17 Q. All right. Now --

18 A. Please.

19 Q. What, in fact, happened, Mr. Hutson, is Lisa  
20 Baxley and/or you got a federal ID number in your name,  
21 so you could go give it to this bank, and so you could  
22 keep the bank account open and continue to operating.  
23 That is the truth of the matter, isn't it, Mr.  
24 Hutson?

25 A. Oh, you're telling all the truths.

1 Q. Okay.

2 A. So I'll have to -- I'll have to --

3 Q. All right.

4 A. -- believe you.

5 Q. Okay. Now, if you will look -- and it's my  
6 fault that I have this out of order. But the October  
7 31st statement is out of order one month.

8 A. Okay. So? I don't know anything about any  
9 of this.

10 Q. Just let me hold those papers, will you?

11 A. Please.

12 Q. Okay.

13 A. I've never seen them. I've never touched  
14 them. I've never been affiliated with the bank.

15 Q. Okay.

16 A. Don't know nothing about this.

17 Q. All right.

18 A. It's Lisa's business.

19 Q. All right. Now we've got it in the right  
20 order, okay?

21 A. Okay.

22 Q. Now, we're going from the last month in 2011,  
23 going backwards in ascending months. The 10/31/11 bank  
24 account for the Big Water Resort, LLC, Bank of  
25 Clarendon account, was still open in October of 2011,

1       wasn't it, Mr. Hutson?

2           A.    I don't have a clue.

3           Q.    You -- you can't look at a bank statement --

4           A.    I can.

5           Q.    -- and know whether it was or was not --

6           A.    All right. I'll look --

7           Q.    -- active?

8           A.    -- for a date. 10/31/11.

9           Q.    And it was still active in that month,

10       right?

11          A.    I don't have a clue.

12          Q.    You're looking right at the document, Mr.

13       Hutson.

14          A.    What's the --

15          Q.    You don't deny that there's activity in that

16       bank account, do you? Huh? Do you?

17          A.    What's the purpose of this? Please, tell me.

18       I don't know nothing about any of this, nothing.

19          Q.    All right. Okay.

20          A.    I know more about your driver's license than

21       I know about this.

22          Q.    All right. Now, Mr. Hutson, let's go to the

23       next document, August 31, 2011.

24          A.    All right. What about it?

25          Q.    On August 31, 2011, that account was still

1 active, wasn't it, Mr. Hutson?

2 A. On what date?

3 Q. During the month of August 2011.

4 A. All right. We'll pull up 2011. I'll verify  
5 the date on it. I can't find it.

6 Q. Mr. Hutson, every document in that exhibit is  
7 for 2011, every -- every --

8 A. August.

9 Q. -- every page.

10 A. I can't -- I don't see -- I don't see August.

11 Q. All right. There's September, which you just  
12 looked at.

13 A. Okay.

14 Q. All right. Now, the next document is August.

15 A. All right. I'll verify the date.

16 Q. The bank statement is dated --

17 A. 8/31/11.

18 Q. -- 2011, right? And there was activity in  
19 that checking account, right?

20 A. That's what you call a checking account.

21 It's open. It's active.

22 Q. All right.

23 A. I don't -- that's -- that's -- that's fine to  
24 me. I know nothing about it.

25 Q. Okay.

1 A. I've never seen it in my life.

2 Q. Just -- just hold on, okay? Now, July 29,  
3 2011, another statement for the month of July.

4 A. 10/31/11. 7/29/11.

5 Q. That checking account was still active in  
6 that month, wasn't it?

7 A. Must have been.

8 Q. There we go. We're making some progress now.  
9 Go to the last page of that document, the last -- no,  
10 just the last page. Go to the last page of that  
11 document, please, sir.

12 A. Okay.

13 Q. See, there were four checks written on that  
14 account?

15 A. All right.

16 Q. For \$600 each?

17 A. All right.

18 Q. And those checks were cashed for cash,  
19 weren't they, Mr. Hutson?

20 A. I don't know.

21 Q. They were withdrawals for Big Water, right?

22 A. I don't know. I can't see them.

23 Q. Okay. Here you go.

24 A. All right. Thank you. All right. I don't  
25 see the rear of any checks. I don't know what was

1       cashed. You say they were cashed. I -- maybe you  
2       know, what's the -- what's the -- what's the point? I  
3       don't understand. All right. This says in -- I don't  
4       know. On the second one, it says something about L --  
5       L, lewd [sic] or -- I can't make it out. Real -- real  
6       lewd. Equal Card for Morris Hutson, \$600.

7           Q.     Okay. That's actually to reload the travel  
8       card for you, isn't it, Mr. Hutson?

9           A.     To reload the travel card?

10          Q.     Yes, sir.

11          A.     You mean to take money out and put it on  
12       the -- on the credit card we had for the company?

13          Q.     That you were using?

14          A.     It could have been.

15          Q.     Okay.

16          A.     Could have been.

17          Q.     And that's \$2,400 in that month, right? Is  
18       that part of that money you were taking out of the  
19       company?

20          A.     Well, just because I got that money doesn't  
21       mean I got it.

22          Q.     Okay.

23          A.     I mean, I got it long enough to go pay  
24       somebody with it.

25          Q.     Okay. All right. And on June 30, 2011,

1 another bank statement comes from this bank?

2 A. Uh-huh.

3 Q. We're going now to the next document now.

4 Okay. Let me hold that. Put it right here, so we can

5 stay in order. All right. Now we're looking at

6 6/30/11, right?

7 A. Okay.

8 Q. On that date, the account was still

9 operating, correct?

10 A. Yes.

11 Q. Okay.

12 A. 6/30/11.

13 Q. Yes, sir.

14 A. I have presented you with all the copies of

15 the credit card receipts in the first depositions you

16 took.

17 Q. We're going there in a minute, Mr. Hutson.

18 A. Okay.

19 Q. But if you'll look at the first line of

20 checks, three checks, \$500, \$600, \$500; next line,

21 \$400, \$500, \$1,000. And all of those are for your

22 travel card, right, Mr. Hutson?

23 A. Travel card?

24 Q. Yeah, Mr. Hutson. Weren't you using a credit

25 card?

1 A. To pay bills with. I paid --  
2 Q. Really?  
3 A. -- Black -- Black River Electric.  
4 Q. Yeah.  
5 A. I paid -- I paid all kind of bills with it.  
6 Q. Yeah.  
7 A. Trash pick-up.  
8 Q. Right.  
9 A. I mean, work done.  
10 Q. And you paid for some personal expenses, too,  
11 right?  
12 A. I did, yes.  
13 Q. Like, hotel bills?  
14 A. Hotel bills? I don't know.  
15 Q. You went up to Asheville, North Carolina, and  
16 stayed in that fancy Omni hotel up there?  
17 A. Yeah, I stayed there a night.  
18 Q. Yeah. Paid for it out of Big Water, right?  
19 A. Yeah. That's a big deal.  
20 Q. Okay. All right. And that's the same  
21 company you said was losing 300 to \$200,000 a year?  
22 A. No, sir. It's the same company that was  
23 losing \$300,000 a year before I ever got involved.  
24 Q. Okay. And so when you got it, it wasn't  
25 losing any money anymore, was it?



1 A. You know what?

2 Q. Was it, Mr. Hutson? Answer the question.

3 A. Yes.

4 Q. It was?

5 A. It was still losing money.

6 Q. Okay. All right.

7 A. Yes, but remember what I did? Or is it you  
8 just don't want to talk about it?

9 Q. What did you do?

10 A. There was 21 employees --

11 Q. Which you fired?

12 A. -- there when I moved. I did not fire all of  
13 them. I put them on part-time work.

14 Q. Okay. All right.

15 A. Because all I could do was draw, like, a \$200  
16 a week, seven-day-a-week salary.

17 Q. Well, we just looked at \$2,400 you took out  
18 of there in two weeks.

19 A. Oh, that's --

20 Q. And then we looked --

21 A. -- bull crap. Hey, just because I took it  
22 doesn't mean I kept it. Why don't you --

23 Q. Okay. All right. Do you have any  
24 receipts -- do you have any receipts for any money that  
25 you spent for the operation of that campground, Mr.

1 Hutson?

2 A. I have -- I -- I don't know about that. Mary  
3 Lou would probably have them.

4 And there's a lot of people that I could give  
5 names, that I paid cash to do services there on the  
6 property. I never -- I've never made a windfall profit  
7 out of this thing. I mean, this is -- this -- this  
8 whole --

9 Q. All right.

10 A. -- scenario about -- about me skimming off  
11 \$500,000 --

12 Q. Well, I'm getting ready to show that to you  
13 in a minute. But that's not the question on the board  
14 right now. Please look at the May 31 bank statement.

15 A. You going to show me where I skimmed \$500,000  
16 off?

17 Q. Well --

18 A. Yeah, okay.

19 Q. What about 468,000? How does that number  
20 sound to you?

21 A. That sounds about as crazy as looking at  
22 these papers right here.

23 Q. Okay. Well, just look at May 31 --

24 A. Okay.

25 Q. -- 2011.

1 A. All right. 5/31/11.

2 Q. Bank account's still open, right? Still --

3 A. Yes.

4 Q. -- transacting business?

5 A. Yes.

6 Q. Okay. All right. Let's go to the checks  
7 there. Still reloading your travel card and paying  
8 cash to you, right?

9 A. We had to load the card constantly. It  
10 depends on -- a lot of times, you wouldn't have people  
11 swiping cards. So we'd have to take -- and I ran  
12 around paying bills.

13 Q. Okay.

14 A. A lot of times, we didn't have time to put it  
15 in the mall. We had to rush over and pay it.

16 Q. All right.

17 A. Because we didn't have enough money. I  
18 wasn't getting a subsidy of \$300,000 from Clark.

19 Q. Okay.

20 A. I was trying to run this place on its own.

21 Q. Okay. All right. Well, let's look at the  
22 checks here.

23 A. I know you don't appreciate that.

24 Q. These checks that -- the money that came out  
25 of the account during May: \$500, \$500, \$700, \$500,

1 \$400.

2 A. Uh-huh. So? You got a copy of all the  
3 credit card statements. Why don't you just look at  
4 that?

5 Q. We're getting ready to look at that, Mr.  
6 Hutson.

7 A. Good.

8 Q. Okay. All right. Now, let's go to April,  
9 2011. Big Water Resort bank account. Deposits that  
10 month, \$9,800?

11 A. All right.

12 Q. The account is still active, right?

13 A. Still open, apparently, it seems.

14 Q. Okay. Well, let's look at the checks of that  
15 last page there. Okay. Check 17371 for \$500, for  
16 cash. That went to M.B. Hutson. The next one is for  
17 \$800 to M.B. Hutson. If you skip down a line, it's  
18 \$400 to M.B. Hutson. The next one to it is more cash  
19 for M.B. Hutson, \$500. And then, the last one is \$500  
20 to M.B. Hutson, cash. So just to tally that, it's five  
21 and eight is 1,300, plus another four is 1,700, plus  
22 five is 2,200, plus five is \$2,700 you took out of that  
23 account that month, right?

24 A. So what?

25 Q. All right. Let's go to the next bank

1 account, I'm sorry, bank statement. That's for  
2 3/31/11.

3 A. All right.

4 Q. Now, the deposits to that account -- March  
5 31, 2011, the account's still open, right?

6 A. It is, in 3/11.

7 Q. Yeah.

8 A. 3/31/11.

9 Q. All right. And during March of 2011, there  
10 were deposits of \$31,250 into that account.

11 A. March?

12 Q. Yes, sir. March.

13 A. In the month, how much?

14 Q. Well, it's right there. You're looking at  
15 the same document I am, Mr. Hutson. \$31,250.

16 A. In the month of March? That's probably where  
17 we took in the yearly dues.

18 Q. Okay. Now, let's go and see what you did  
19 with that money. Go to the first page of checks, Mr.  
20 Hutson.

21 A. Uh-huh. I thought I had a pair of glasses  
22 here with me.

23 Q. I gave you a looking glass there.

24 A. Yeah, I know it. All right.

25 Q. Go to the first page of checks. Look in the

1 lower right-hand corner. It's 00044. You on the right  
2 page?

3 A. I don't know. It's the first page of checks.

4 Q. Okay. Well, look. Just confirm down in the  
5 lower right-hand corner that the Bank of Clarendon --

6 A. Yeah, 00444.

7 Q. All right.

8 A. Uh-huh.

9 Q. Well, look down at the next-to-the-last line  
10 of checks.

11 A. Uh-huh.

12 Q. Two checks for \$20,000 each on the third day  
13 of March, 2011. See that?

14 A. Now, who is that check paid to?

15 Q. It's -- it was made out to First Citizens  
16 Bank.

17 A. Well, that's --

18 Q. Both of them were.

19 A. Okay. That's because we had to switch.

20 We -- we -- we switched over to another bank.

21 Q. Which bank?

22 A. First Citizens.

23 Q. Okay.

24 A. There in Summerton.

25 Q. Okay. And do you think in March of 2011 that

1 \$40,000 made it to that bank?

2 A. Well, if it was made out -- if it was made  
3 out to that bank, why wouldn't it to go my bank?

4 Q. That's my question to you.

5 A. I don't know. I didn't make the deposits. I  
6 didn't handle any of this. I've said that five times  
7 now.

8 Q. Okay.

9 A. I don't know anything about any of this  
10 stuff.

11 Q. So if \$40,000 were written out of that bank  
12 account, you wouldn't know anything about it?

13 A. No.

14 Q. Okay.

15 A. I wouldn't have anything to know about it.

16 Q. Okay.

17 A. Now, I paid bills many times. This was not a  
18 business that had a lot of lucrative cash laying  
19 around. The bill -- the electric bill was, on an  
20 average, about 14,000 a month, when -- some -- some  
21 months it was, like, 15,000. Sometimes I'd have to pay  
22 7,000 in cash and then a check or maybe the credit  
23 card. I mean, this place never made me money.

24 Q. Now, Mr. Hutson, isn't it true that in  
25 addition to the money that ultimately made it to the

1 bank accounts, you were collecting yourself, in your  
2 own hand, cash money?

3 A. That's right.

4 Q. Isn't that true, okay?

5 A. Sure.

6 Q. So that never made it to the bank account,  
7 right?

8 A. Well, you don't know that.

9 Q. Well, it didn't, did it?

10 A. Are you asking me a question?

11 Q. Yes, sir. It did not make it to the bank  
12 account, did it, Mr. Hutson?

13 A. It made it to pay bills.

14 Q. Okay. All right. Didn't go in the bank  
15 account?

16 A. Let me say it to you like this. I have never  
17 had a big lump of money that I kept for myself. And  
18 I've never had 200,000, 100,000, 50,000, 300, 400, 500  
19 or a million dollars, ever. I have scraped and scraped  
20 and scraped to pay the bills. And Mary Lou will  
21 testify to that.

22 Q. Okay.

23 A. Even though she works for him.

24 Q. All right. All right. Let's go to the next  
25 page of checks.



1 A. The same as these people sitting in this room  
2 here. They know how hard it is to make ends --

3 Q. Mr. Hutson, don't worry about that. Let's  
4 just go to the next page of checks.

5 A. Okay.

6 Q. If you look right in the lower right-hand  
7 column --

8 A. All right.

9 Q. -- I mean corner, it's 00045.

10 A. I see it.

11 Q. Right?

12 A. I see it. Uh-huh.

13 Q. All right. Now, let's come up to check  
14 number 17322.

15 A. Uh-Huh.

16 Q. Cash for M.B. Hutson?

17 A. Uh-huh.

18 Q. \$600?

19 A. Uh-huh.

20 Q. Then, let's drop down to check number 17327.

21 Another check for cash to M.B. Hutson for \$500?

22 A. Uh-huh.

23 Q. And then, right next to it is check number  
24 17328, for cash to M.B. Hutson?

25 A. Uh-huh.

1 Q. \$500, right?

2 A. Yes.

3 Q. Okay. Now, let's go to the last page of  
4 checks. Check number 17355 is for only \$300 cash for  
5 M.B. Hutson.

6 Then, if we go down to the bottom line of checks,  
7 you've got one for \$400 to M.B. Hutson for cash. And  
8 you've got another one for \$800 to M.B. Hutson for  
9 cash. So in that month, let's just tally it up here.  
10 You took 40,000 out of the account, you took 1,600 out  
11 of the account, and you took 1,500 out of the account  
12 in that one month.

13 A. Wow. I made a lot of money.

14 Q. Looks like it. Now, let's go to --

15 A. Well, let's -- let's -- may I respond to  
16 that? I didn't hear you mention -- I didn't hear you  
17 mention the fact that that month I had to pay about  
18 14,000 out in electric. I had to pay 5,000 towards  
19 insurance. And I had to pay 10,000 to Richard. And I  
20 could go on. So -- and if I went on, my lovely friend,  
21 you'd find out that there wasn't much money there.

22 Q. But, Mr. Hutson, I've just taken you through  
23 not the electric bill, not payment to TLC, not payment  
24 to Richard Clark. I've just taken you through payments  
25 to M.B. Hutson, right?

1 A. That's right.

2 Q. Okay.

3 A. I cashed money and paid people cash --

4 Q. Okay. All right.

5 A. -- with me. And I can give you names of  
6 people that I paid cash.

7 Q. Okay. All right. Let's go to the February  
8 28th statement.

9 A. February 28, okay.

10 Q. Yes, sir. During February of 2011, you  
11 deposited \$61,504 into that account, didn't you, Mr.  
12 Hutson?

13 A. No, sir.

14 Q. Well, this bank statement says there were 49  
15 deposits for a total of \$61,504.86, correct?

16 A. What you're really saying is Lisa Baxley  
17 deposited that. I mean, let's talk facts.

18 Q. The facts are, you controlled and owned Big  
19 Water Resort, LLC; isn't that a fact?

20 A. To some -- no, sir.

21 Q. Okay. All right.

22 A. No, sir.

23 Q. All right. That's fine.

24 A. Lisa Baxley managed the checking account.

25 Q. Okay. All right.

1           A.    There were many times that we had people that  
2    come on the property, that worked constantly, whether  
3    it was stopped-up sewers, or electrical, or plumbing,  
4    or in houses windows, the front office. We had  
5    rattlesnakes in the -- in the -- in the security  
6    building. Kids poked holes in the Sheetrock. You  
7    always had monies going out. And a lot of those people  
8    I paid cash. Now, maybe that wasn't the right thing to  
9    do. But, guess what? This place wasn't making no  
10   money.

11          Q.    Why were you walking around with cash in your  
12   pocket, Mr. Hutson?

13          A.    Well, if I went and cashed cash, I'd have it  
14   in my pocket, until I went and paid somebody for  
15   something.

16          Q.    Well, let me ask you this.

17          A.    Many -- many of the checks that I paid TLC, I  
18   walked in the bank with cash and deposited into the Big  
19   Park Management, to send off an \$8,000 or \$10,000  
20   payment wire to TLC. I mean, you -- you really ought  
21   to look at all. If you --

22          Q.    All right.

23          A.    -- would like for me to get -- if you would  
24   like for me to get as much listings of things that were  
25   paid for by me in cash on that property, to go back

1 three years, I will try to do that.

2 Q. Now, Mr. Hutson --

3 A. That would be difficult, but I will try to do  
4 that.

5 Q. Let me make this real clear to you.

6 A. Okay.

7 Q. We are -- we've not asked for it. We have  
8 requested a production of all of those documents from  
9 you. And we filed a motion with the federal court to  
10 compel you to produce it to us. And the federal court  
11 has ordered you to do so.

12 A. Providing I have it.

13 Q. Well, you just got through telling me you had  
14 it, all you had to do was go back and look at it,  
15 didn't you?

16 A. No, sir.

17 Q. Okay.

18 A. That's not what I said.

19 Q. Okay. Do you or do you not have any  
20 records?

21 A. I have no records.

22 Q. Okay. So you can't provide any receipts for  
23 any payments that you made in cash, right?

24 A. People that I paid in cash, many times I  
25 never got a receipt from them.

1 Q. Okay.

2 A. But I can tell you who they were or I can  
3 tell a whole bunch of them.

4 Q. Okay.

5 A. I probably paid 400 people in cash, because  
6 they didn't trust Big Water Resort.

7 Q. And you were Big Water Resort, weren't you?

8 A. That's right.

9 Q. Okay.

10 A. So was he.

11 Q. All right. Let -- let's look -- we've  
12 already established, I think, in February of 2011 there  
13 were deposits into that account of \$61,504.86, right?

14 A. So? Okay.

15 Q. All right. Now, go to the first page of  
16 checks, Mr. Hutson.

17 A. All right. Okay.

18 Q. Check number 17219 was for \$7,500, paid to  
19 Mrs. Susan Stroman?

20 A. That's right.

21 Q. Now, that didn't have anything to do with Big  
22 Water, did it, Mr. Hutson?

23 A. It did not.

24 Q. That's money you scammed from her,  
25 individually. And you made her give it to you in cash,

1 in a brown paper sack, didn't you, Mr. Hutson?

2 A. You're so full of crap.

3 Q. Mr. Hutson, didn't you --

4 A. I have a contract with her.

5 Q. What was the contract?

6 A. And the contract said I would go and  
7 negotiate a deal for her.

8 Q. Did you?

9 A. Which I did. And it was successful. And  
10 then she decided that she wouldn't do the deal. And  
11 six months later, she had the audacity to ask for the  
12 money back.

13 Q. Well, let's -- let's just take it step by  
14 step.

15 A. Well, let's just take it to being facts.

16 Q. Okay. Well, here's a fact for you.

17 A. I don't appreciate you accusing me --

18 Q. Here -- here -- here's --

19 A. -- with a bunch of crap.

20 Q. -- a fact for you. Here's a fact for you,  
21 Mr. Hutson. You demanded --

22 A. You tell me a fact.

23 Q. You demanded that she pay that to you in  
24 currency.

25 A. I didn't demand anything.

1 Q. Did you --

2 A. I didn't -- I didn't demand anything. I just  
3 simply said to her that I would go negotiate it for  
4 7,500.

5 Q. Okay.

6 A. I went and did it.

7 Q. All right.

8 A. She was all excited. I did my job. And  
9 then, she wanted her money back, some six months later.  
10 And I shouldn't have given it back to her. But, damn  
11 it, I did.

12 Q. Mr. Hutson, that document goes over here,  
13 sir. Right here. Okay. Thank you.

14 Now, Mr. Hutson --

15 A. You're welcome.

16 Q. -- my first question to you about that deal  
17 is, you demanded that Susan Stroman bring that money to  
18 you in currency cash, correct? True or false?

19 A. I -- I -- no.

20 Q. Okay.

21 A. False.

22 Q. Did she bring it to you in currency?

23 A. We met in North Carolina.

24 Q. Yes, sir.

25 A. And she gave me the 7,500. I immediately



1 went, negotiated the deal. She was thrilled to death  
2 with it. And then, later, she wanted the money back.

3 Q. You've said that --

4 A. Months and months.

5 Q. -- about six times. My question to you is,  
6 didn't she bring you \$7,500 in currency; yes or no?

7 A. Yes, in cash. She gave me \$7,500 to do  
8 something for her.

9 Q. Okay.

10 A. Which I did.

11 Q. And -- and you told her that it had to be in  
12 cash, didn't you, Mr. Hutson?

13 A. I wanted it in cash.

14 Q. All right. And you told her to bring it in a  
15 brown paper sack?

16 A. That's --

17 Q. Did you or did you not?

18 A. No.

19 Q. How did you tell her to bring it to you?

20 A. I brought -- I -- I asked her to bring it in  
21 a -- in a fiberglass test tube for treating babies. I  
22 don't know how.

23 They pulled the money out. I was in the back seat  
24 of the car. I don't know where that money came from.  
25 She counted out to me across the seat. And there was

1 no paper bag, there was no lunch bag, and there was no  
2 sandwich in the lunch bag. I mean, you're so full of  
3 crap, it's ridiculous. Or she's full of crap.

4 Q. Now, Mr. Hutson --

5 A. Maybe y'all should step over there and  
6 decide.

7 Q. I -- I -- I -- I'm going tell you something  
8 now, Mr. Hutson.

9 A. You tell me.

10 Q. You better watch your mouth, is all I got to  
11 say for you now.

12 A. Well, you're making accusations against me  
13 that's untrue.

14 Q. Well, the first accusation I made, you have  
15 now admitted. You demanded that she bring it to you in  
16 currency. Now you've admitted that.

17 A. I did not demand her. She called me and  
18 asked me would I go and do that, and she would be  
19 willing to pay me. I said I'll do it for \$7,500.

20 Q. Okay.

21 A. I met her in North Carolina.

22 Q. When?

23 A. I don't know what -- I don't know. It's  
24 been, I don't know, two years ago.

25 Q. When? You wrote the check to her for \$7,500

1 on the 3rd day of February, 2011.

2 A. Then it was probably four months, five months  
3 before then I went and met her.

4 Q. Well, you said a minute ago it was six  
5 months. Now it's four or five months?

6 A. I -- I also said -- why you take pieces of  
7 what I say? I said I don't know, maybe or about. I  
8 don't remember. Been nearly three and a half years  
9 ago. I don't remember.

10 Q. When is the first time you ever met Susan  
11 Stroman, Mr. Hutson?

12 A. I don't remember. I met her there in Santee.

13 Q. Thanksgiving?

14 A. You've asked that question, and I've answered  
15 that question for you.

16 Q. You don't remember when you met with her?

17 A. No, I don't.

18 Q. Is that the answer?

19 A. That's -- yes, sir, that's right.

20 Q. Okay. So you don't know whether it was six  
21 months, two months, one month, you don't have any idea,  
22 because you don't --

23 A. About --

24 Q. -- even know --

25 A. About --

1 Q. -- when you met her?

2 A. You mean the first time I ever met her? I  
3 don't know when I met her.

4 Q. When was it that you met her in North  
5 Carolina?

6 A. I don't remember. I don't have a clue.  
7 She's right there. Ask her.

8 Q. No, I'm asking you, Mr. Hutson.

9 A. Well, we'll find out Monday -- Wednesday,  
10 from her.

11 Q. So you don't remember?

12 A. No, sir.

13 Q. Okay. All right. What did you do with that  
14 \$7,500?

15 A. I gave it back to her.

16 Q. Mr. Hutson, you didn't give that \$7,500 back  
17 to her. You still had the currency, or you had spent  
18 it, hadn't you, Mr. Hutson?

19 A. When I went to Big Water Resort, okay, I  
20 needed every dollar that I could get, because I  
21 couldn't afford to pay the electric bill. I couldn't  
22 afford the terrible -- it's not a funny issue, and I  
23 don't --

24 Q. Let's look at the next --

25 A. -- appreciate you laughing.

1 Q. Let's -- let's look at the next bank  
2 statement there, Mr. Hutson. January 31, 2011, okay?  
3 What were the total deposits to Big Water Resort, LLC  
4 bank account in -- you don't need to go to the second  
5 page, Mr. Hutson. It's right there on the first page.

6 A. I don't know. It -- it could be 55,000, or  
7 it could be 136,000, or it could be 97,000. I don't  
8 know. This came in for the yearly dues.

9 Q. Do you -- do you not know how to read a bank  
10 statement?

11 A. No, sir.

12 Q. All right. Well, let me help you with it.

13 A. I'd like for you to do that.

14 Q. It starts at the top, business checking  
15 account number, and it gives the account number, okay?  
16 You see that?

17 A. I do.

18 Q. And thereunder it says the previous balance  
19 was \$15,767.24. Do you see that?

20 A. Okay. I see that.

21 Q. And then it says there were 58 deposits for  
22 \$136,833.41. Now, that can't be any clearer, can it?

23 A. No, that's clear.

24 Q. Okay. All right. Now, if you take these  
25 bank statements for the year of 2011 --

1 A. Uh-huh.

2 Q. -- and you add those accounts up -- and you  
3 can take your time to do it or you can take my word for  
4 it.

5 A. I'm going to take your word for it.

6 Q. \$248,111.85.

7 A. God knows that sounds like a lot of money,  
8 when it takes \$450,000 a year to run the campground.  
9 Good heavens.

10 Q. Mr. Hutson --

11 A. I made a fortune.

12 Q. Mr. Hutson, it didn't take 400,000, it didn't  
13 take 200,000 to run that campground --

14 A. You don't have --

15 Q. -- in 2011.

16 A. You don't have any idea what you're talking  
17 about.

18 Q. Nor do you, do you, Mr. Hutson?

19 A. Yes, sir, I do.

20 Q. Do you have an income statement from any year  
21 for that campground?

22 A. I could get a list of basic costs. You can't  
23 run -- and you can ask your own clients. You can't run  
24 that campground for less than \$400,000 a year.

25 Q. Well, you did, didn't you?

1 A. Because I let all the employees go.

2 Q. There you go.

3 A. It wasn't --

4 Q. So you did.

5 A. -- enough. I didn't have enough money to pay  
6 the taxes on the property like I was supposed to. The  
7 first year, Mr. Clark, I called him up and I said,  
8 Look, there's no way I can pay the taxes on this  
9 property.

10 He says, That's not a problem. I'll pay them.

11 Q. Okay.

12 A. And he did.

13 Q. All right. At the end of the year 2011, in  
14 this one bank account, there was \$4,827 after you paid  
15 everything, including all that money you paid to  
16 yourself, right? Is that true or false?

17 A. There's \$4,000 in the account?

18 Q. After you paid all that money to operate and  
19 all the money you paid to yourself?

20 A. Yeah, there's millions I paid myself.  
21 There's \$4,000. So what's the point? I'm trying to  
22 understand. What's the point?

23 Q. You're talk -- you're talking about the  
24 campground could not survive. We just went through one  
25 bank account and showed all that money that was paid to

1 M.B. Hutson. And at the end of that year, 12/30/2011,  
2 there was over \$4,000 still left in the account. Do  
3 you agree with that?

4 A. There could have been \$4,000 left in the  
5 account.

6 Q. Okay. All right.

7 A. But that could have been dues that was paid  
8 in advance for the following year.

9 Q. Okay.

10 A. Okay.

11 (Exhibit No. 117 marked for identification.)

12 BY MR. BYRD:

13 Q. Okay. I'm going to show you what has been  
14 marked as 117. This is the First Citizens account,  
15 right?

16 A. No, sir, it's Big Park Management account,  
17 from First Citizens Bank, yeah.

18 Q. This is a bank statement from First Citizens  
19 Bank, correct?

20 A. That's correct.

21 Q. Okay. And it's for Big Park Management,  
22 Inc., right?

23 A. Right.

24 Q. Okay. That -- that bank account was not open  
25 until March 30, 2011, correct?



1 A. I don't have any idea. Let me read it and  
2 see.

3 Q. Well, take a look at the bank statement. Do  
4 you see about one-third of the way or so down the page,  
5 before the double lines, it says, Statement period  
6 March 30 --

7 A. March 3rd -- yeah, 30th, right.

8 Q. -- 2011 through March 31, 2011?

9 A. Right.

10 Q. Shows the beginning balance of that account  
11 is zero?

12 A. Okay.

13 Q. That's when you opened that account, isn't  
14 it, Mr. Hutson?

15 A. You can't open an account without putting  
16 money in it.

17 Q. And that's why you put \$100 in it, isn't  
18 it?

19 A. Okay.

20 Q. Isn't it, Mr. Hutson?

21 A. It -- it -- you caught me dead there. You're  
22 right. Put a hundred dollars in there to open that  
23 account.

24 Q. Okay. And that's March of 2011?

25 A. Could be March.

1 Q. What do you mean it could be?  
2 A. Well, it is March.  
3 Q. Okay. That's good.  
4 A. So what's the point?  
5 Q. We just looked at \$40,000 of checks made  
6 payable to First Citizens Bank. Do you remember those  
7 two checks?  
8 A. \$40,000 made --  
9 Q. There were two 20,000 --  
10 A. First Citizens Bank?  
11 Q. Yes, sir. Do you remember those?  
12 A. Do I remember two \$40,000 checks?  
13 Q. No, two checks for a total of \$40,000, Mr.  
14 Hutson? You just looked at the documents with me. You  
15 know what I'm talking about, don't you?  
16 A. No, I don't.  
17 Q. You don't? Okay.  
18 A. No.  
19 Q. All right. Well, let's straighten it out,  
20 then.  
21 A. All right, let's do.  
22 Q. Let's go right back here, all right?  
23 A. Oh, you're talking about the Clarendon Bank  
24 thing, the two \$20,000 checks?  
25 Q. I think I was.

1 A. Well, I didn't think you were. Okay, I  
2 understand now. You don't have to go back to that.

3 Q. And -- and you made those two checks, 20,000  
4 each, to First Citizens Bank?

5 A. No, I didn't.

6 Q. Lisa did?

7 A. Now that sounds better.

8 Q. All right. Now, what did you do with those  
9 two checks for \$20,000 each, Mr. Hutson?

10 A. I don't know.

11 Q. They didn't go in the First Citizens account,  
12 did they?

13 A. Why don't you get your clients to give me  
14 back my books and I can tell you?

15 Q. I'm showing you the books right here, Mr.  
16 Hutson. There they are, right there in front of you.

17 A. Well, this doesn't tell you very much, sir.

18 Q. It tells me that there was no \$40,000  
19 deposited into that account, Mr. Hutson.

20 A. I can tell you what, under oath. I've never  
21 taken \$40,000 in my life from that business, and you  
22 can't prove it.

23 Q. What you can't tell me, though, is what  
24 happened to that \$40,000?

25 A. I can tell you.

1 Q. What?

2 A. It would take me a while to --

3 Q. What happened to it?

4 A. -- to list it. It would take me a while to  
5 list it. I'm not going to sit there and get in an  
6 argument with you.

7 Q. So you don't know the answer, as you sit here  
8 today, where that \$40,000 went?

9 A. Of course not.

10 Q. Okay. All right.

11 A. Of course not.

12 Q. All right.

13 A. Why? Because there was two other people  
14 dealing with the checks.

15 Q. Okay. You think they stole it?

16 A. I didn't say that. And please don't put  
17 words in my mouth that I didn't say.

18 Q. What was the inference I should draw from the  
19 fact that there were two other people --

20 A. You shouldn't draw -- you shouldn't draw any  
21 inference. You need to deal with real facts.

22 Q. Okay. All right. Well, let's -- let's deal  
23 with the facts. We now know that the First Citizens  
24 bank account was opened on March 30th?

25 A. That's correct.

1 Q. Okay. And we know those checks for \$40,000  
2 were written?

3 A. May I ask you a question?

4 Q. No, sir, not right this minute. I'm trying  
5 to find a document.

6 MR. THOMAS: While you do that, can we take a  
7 quick break?

8 MR. BYRD: All right. And I'll wait until  
9 you get back.

10 MR. THOMAS: Appreciate it.

11 MR. CARR: Off the record at 3:04 P.M.

12 (A brief recess was taken.)

13 MR. CARR: On the record at 3:09 P.M.

14 BY MR. BYRD:

15 Q. Okay, Mr. Hutson?

16 A. Uh-huh.

17 Q. We looked at before the bank statement for  
18 Big Water Resort, LLC at the Bank of Clarendon for the  
19 month of March --

20 A. Uh-huh.

21 Q. -- 2011?

22 A. Uh-huh.

23 Q. And there were two checks that were written  
24 out of that account for \$20,000 each --

25 A. And put in --

1 Q. -- on the second day of March?

2 A. And put into First Citizens.

3 Q. Well, you look at those First Citizens bank  
4 statements for 2011, and you show me where \$40,000 was  
5 deposited in any one of those months?

6 A. I thought you told me it was.

7 Q. I told you it wasn't.

8 A. Well, what -- what -- who are those checks  
9 made out to, those two \$20,000 checks?

10 Q. To First Citizens Bank.

11 A. So if they're made out to First Citizens,  
12 what would make you believe that they didn't get  
13 deposited into First Citizens?

14 Q. Because I have looked at the First Citizens  
15 back account, sir, and they aren't there.

16 A. Well, since I didn't deposit them, and since  
17 you've got a copy of a deposit -- a check made out to  
18 First Citizens, just out of curiosity, how did Hutson,  
19 T and D, get \$20,000?

20 Q. T and D? Who is --

21 A. Yeah. That's my last name.

22 Q. -- T and D?

23 A. How did I get \$40,000? If the checks were  
24 made out to a bank, and I didn't make them out, Lisa  
25 made them out, maybe she took it. I don't know. I

1 don't think she did.

2 Q. Well, my goodness. You just told me I was  
3 suggesting somebody stole the money, a while ago, and  
4 now you've just come right back and said it yourself.  
5 How about that?

6 A. Well, my goodness, I said maybe. I don't  
7 know. And I've said that about ten times.

8 Q. Let me ask you --

9 A. I know people are getting bored about this  
10 thing.

11 Q. Well, I'll tell you one person that's not,  
12 and it's me.

13 Now, do you understand you can write a check to  
14 First Citizens Bank, go to First Citizens Bank and  
15 endorse it, and they'll give you \$20,000 cash? Did you  
16 know that?

17 A. Well, if you did that, you'd have to fill out  
18 an RS form. Why don't you check on that, see if I did  
19 that?

20 Q. I've done about all the checking I'm going to  
21 do, Mr. Hutson, until you can tell me where that --

22 A. I can't --

23 Q. -- \$40,000 went.

24 A. I can't -- I can't tell you. I didn't write  
25 it. I didn't write it. So why do you expect me to --

1 to know?

2 Q. Are you telling me that the checks that Lisa  
3 Hutson -- I'm sorry, Lisa Baxley wrote at Big Water  
4 Resort, she just did it on her own? She didn't --

5 A. That's right. She handled most --

6 Q. Okay.

7 A. Sometimes she'd call me about things.  
8 Sometimes she would write checks. That's right.

9 Q. And she'd write a check for \$40,000 or  
10 \$20,000 times two, on the same day, on the same day --

11 A. She must have been closing --

12 Q. -- and not talk to you about it?

13 A. -- that account out. I don't know why she  
14 wrote two checks. I don't have a clue.

15 Q. Well, we'll ask her, then.

16 A. Well, that's a great idea.

17 Q. I just want to make sure you don't have an  
18 answer for me, okay?

19 A. I want to be -- I sure want to be here when  
20 she answers it.

21 Q. Let's look at, if you will, the Big Park  
22 Management, Inc. checking account at First Citizens  
23 Bank.

24 A. Uh-huh.

25 Q. Now I want --



1 A. What about it?

2 Q. I want -- first thing I want you to do is,  
3 look at them. The second thing I want you to do is,  
4 confirm for me --

5 A. Uh-huh.

6 Q. -- that in those months, from March to  
7 12/31/2011, there was \$155,416 credited to that  
8 account.

9 A. That's probably true.

10 Q. Okay. Well, I want you to look at them and  
11 tell me it is true.

12 A. It's true. I've looked at them.

13 Q. Okay. There you go. So we've looked at the  
14 Bank of Clarendon, Big Water Resort checking account,  
15 into which, in 2011, was deposited \$248,111.85?

16 A. Which is about half of what it takes to  
17 operate the place, yes.

18 Q. And then into Big Park Management, Inc. --

19 A. You got \$180,000.

20 Q. Well, it's actually 155,416.

21 A. Okay. All right. So we're still short  
22 money.

23 Q. Okay. And then I want you to take a look --  
24 (Exhibit No. 118 marked for identification.)

25 BY MR. BYRD:

1 Q. -- at Exhibit No. 118. And that is a deposit  
2 or bank account for BWR, Inc. --

3 A. All right.

4 Q. -- for November and December of 2011.

5 A. Okay.

6 Q. And that bank account was set up at NBSC,  
7 wasn't it?

8 A. NBSC, yes. Mary Lou set that up.

9 Q. Okay. All right. And in November, into that  
10 account was deposited --

11 A. Uh-huh.

12 Q. -- \$6,652, I'm sorry, \$6,652.46?

13 A. Okay.

14 Q. Not okay. Do you confirm that for me?

15 A. I confirm it.

16 Q. Okay. And then, from November 30 to December  
17 31, there was deposited into that account \$58,503.01.  
18 See that?

19 A. I confirm that.

20 Q. Okay. So between the Big Park Management,  
21 Inc. bank account, the BWR bank account, and Big Water  
22 Resort, LLC bank account, all of which you controlled  
23 in 2011 --

24 A. But I didn't write no checks on them.

25 Q. But you controlled those bank accounts,

1 didn't you, Mr. Hutson?

2 A. I was responsible for paying the bills.

3 Q. You controlled those bank accounts --

4 A. Yes.

5 Q. -- didn't you, Mr. Hutson?

6 A. Yes. Yes.

7 Q. Thank you, sir.

8 A. Yes.

9 Q. So a total of \$468,683.37 was deposited into  
10 those three accounts for the benefit of Big Water in  
11 2011.

12 A. Yeah. Nearly 100,000 went to Clark. I mean,  
13 just start doing the arithmetic, for Christ's sake.

14 Q. But that wasn't the cost of operations, was  
15 it?

16 A. You know, you're making a big deal out of  
17 nothing. You're not going to get anywhere with this.  
18 I'll go meet with the IRS. Whatever. You can't prove  
19 anything. I've not done anything. I've not stolen any  
20 money. I worked myself crazy over there and barely  
21 made it. I skimmed, had to rush to pay people, keep  
22 things on. You're trying to make something over  
23 nothing.

24 Q. Let me ask you --

25 A. You know why? As a scapegoat, that's why.

1 Q. Let me ask you a question, Mr. Hutson.

2 A. Please do.

3 Q. Are you aware that Professor John Freeman,  
4 the expert that the plaintiffs in this case have  
5 hired --

6 A. Yes.

7 Q. -- referred to you as a looter?

8 A. Same as he did with them, yes.

9 Q. But he referred to you as a looter?

10 A. Yes.

11 Q. Well, now, if he looked at these transactions  
12 and these bank accounts, he'd be justified in  
13 suggesting that you're a looter, wouldn't he?

14 A. No, sir.

15 Q. All right.

16 A. Now, can I respond?

17 Q. You just did.

18 A. You don't want to know the answer, do you?

19 Q. You -- you just did.

20 A. I didn't -- I didn't.

21 Q. You just answered the question, no.

22 A. You don't want to know. You don't want to  
23 hear the truth, do you?

24 Q. I do want to hear nothing but the truth.

25 What's your answer, Mr. Hutson?

1 A. My answer --

2 Q. Carry on.

3 A. My answer is --

4 Q. Is?

5 A. He did not take into consideration that when  
6 they operated it, when Lisa operated it, they pumped in  
7 \$300,00 a year. When I operated it, they didn't pump  
8 in \$300,000 a year. And I had to pay out money. I'm  
9 doing just like these people right here, just  
10 struggling to try and keep that thing open. They --  
11 they're not making a fortune in it. Ask them.

12 We just -- we just took this man's testimony the  
13 other day. He -- he admitted they weren't making money  
14 over there.

15 And I didn't make money over there. I couldn't  
16 pay my bills. And, yet, you're trying to make a big  
17 issue over this. Prove it. I challenge you to prove  
18 it.

19 Q. I think --

20 A. I see you talking about.

21 Q. Mr. Hutson, I think I'm doing it, step by  
22 step, sir.

23 A. Really?

24 Q. Now, I could be wrong, but I think I am.

25 A. All right.

1 Q. Let's go off the record, please, sir.

2 MR. CARR: Off the record at 3:18 P.M.

3 (A brief recess was taken.)

4 (Exhibit No. 119 marked for identification.)

5 MR. CARR: This is tape number five in the  
6 deposition of M.B. Hutson. We're on the record at 3:23  
7 P.M.

8 BY MR. BYRD:

9 Q. Mr. Hutson, what I have handed to you are the  
10 bank accounts for Big Park Management, Inc. at First  
11 Citizens Bank, in 2013, for the months of May through  
12 December. And those are the only ones that I have.  
13 Now, if you would turn over to the statement for the  
14 month of September 2013.

15 A. August. Okay, 2013.

16 Q. September 2013.

17 A. Right.

18 Q. You got that?

19 A. Uh-huh.

20 Q. Okay. Now, that month there were deposits  
21 into that account of \$1,000, plus 2,000 -- I'm sorry,  
22 plus 26 other credits, card swipes --

23 A. Uh-huh.

24 Q. -- for \$16,241, correct?

25 A. I don't know. I see an amount of \$10,703.

1 Q. That's other debits, isn't it, Mr. Hutson?

2 A. That's what you're talking about, isn't it?

3 Q. No, sir.

4 A. Okay. What are you talking about?

5 Q. I'm talking about deposits of \$1,000 and 26  
6 other credits, amounting to \$16,241. Do you see that?

7 A. Put your finger on it for me, if you wouldn't  
8 mind.

9 Q. You're not on the right page. Go to the --  
10 go to the front page of the bank statement, Mr. Hutson,  
11 for September.

12 A. What page are you on?

13 Q. Here -- here, let me try to help you there.  
14 Okay. Here we go.

15 A. Thank you.

16 Q. All right. Can you confirm for me that there  
17 were deposits of \$1,000 -- one deposit for \$1,000  
18 during that month? See that?

19 A. Yes.

20 Q. And 26 other credits, for \$16,241?

21 A. Yes.

22 Q. Okay. Now, let's turn over and see what you  
23 did with some of that money.

24 A. Right.

25 Q. On the second page of seven, if you see down

1 here, if you go down to -- well, you were using a debit  
2 card there in that account?

3 A. Right.

4 Q. For all sorts of personal things, right?

5 A. Some personal.

6 Q. Okay. Well, let's just start at the top.

7 A. Okay.

8 Q. Palmetto Office Supply in Orangeburg, four  
9 dollars.

10 A. Okay.

11 Q. McDonald's in St. George, Tutti Frutti in  
12 Columbia, Marble Slab Creamery in Columbia.

13 A. Now, you got to ask yourself, why was I in  
14 St. George?

15 Q. Eating ice cream?

16 A. I don't think so.

17 Q. What were you doing?

18 A. I was trying to find people to buy cabins,  
19 things of that nature. I was working.

20 Q. Okay. At Ryan's?

21 A. I met many people at restaurants.

22 Q. Okay.

23 A. Including Mr. Clark and Lovell.

24 Q. Okay.

25 A. Matter of fact, I bought their meals for



1       them.

2           Q.    Okay.  Then you went to Kroger in Savannah,  
3   Georgia.  See that?

4           A.    Yep.

5           Q.    The Waffle House in Ridgeland?

6           A.    Yep.

7           Q.    The Cracker Barrel in Santee?

8           A.    I eat my meals out.  I didn't cook.

9           Q.    Carolina Ale House, in Columbia.  See that?

10          A.    I see it.  Now, does that appear to you to  
11   be -- maybe I was just eating, and I would just go from  
12   one restaurant to another restaurant, just to eat.

13          Q.    What you were doing there, I have no idea.

14          A.    Well, you need to know.

15          Q.    Okay.  Well, let's go down to the Wal-Mart in  
16   Savannah, Georgia.

17          A.    Okay.

18          Q.    What were you doing there?

19          A.    In the Wal-Mart?

20          Q.    In Savannah, Georgia?  You were buying gas  
21   down in Townsend, Georgia.

22          A.    Yeah.  A lot of this I don't remember.  I'd  
23   have to study it.

24          Q.    Okay.  Just tell me when you remember one.

25   You were in New Smyrna Beach, at the Oyster Bar.  You

1 were at The Hatch in Ponce Inlet, Florida. You were at  
2 St. Mary's, Georgia. New Smyrna Beach. Nutrisystem  
3 for \$256.

4 So you were living -- isn't it fair to say, you  
5 were living out of this account, your personal  
6 expenses --

7 A. Yes.

8 Q. -- to live, out of this account, right?

9 A. Yes.

10 Q. All right.

11 A. From time to time.

12 Q. Okay. All right.

13 A. Because I had taken cash that really belonged  
14 to me and paid people, where I couldn't pay them with a  
15 credit card. So I would pay for some of my stuff out  
16 of this.

17 Q. When you say belonged to you, you're talking  
18 about money that was generated at Big Water Resort?

19 A. Right. I was entitled to a salary.

20 Q. Okay. But what about the cash payments you  
21 were taking out? Were you entitled to that, too? Were  
22 you?

23 A. I've asked you to prove your suggestive --

24 Q. All right. Let's go --

25 A. -- theories.

1 Q. Let's go to page --

2 A. Let me say this. You can't prove them. You  
3 know why? Because you don't have the receipts. But I  
4 will accumulate the receipts, and I'm going to prove  
5 you wrong.

6 Q. Mr. Hutson, what I can prove and have proven,  
7 sir, is --

8 A. You've not proven a thing.

9 Q. -- that you were taking cash out of that  
10 account. Now it's up to you to establish that it was  
11 legitimate business expenses. For example, you took  
12 \$4,500 in cash currency over to Mr. Burns [sic] in  
13 Columbia. Where did that currency come from, Mr.  
14 Hutson?

15 A. Mr. Burn?

16 Q. Is that true or false?

17 A. I don't know. I don't know who Mr. Burn is.

18 Q. You don't -- you don't remember the lawyer  
19 that you hired to represent you when we were kicking  
20 you --

21 A. Oh, yeah. Right. Yeah. That's a business  
22 expense. What's wrong with that?

23 Q. And -- and you took it to him in currency?

24 A. What's -- yeah. What's -- I'm -- I'm trying  
25 to -- I hear that. I'm -- I don't hear that. What's

1 wrong with that? Is that a crime?

2 Q. Maybe.

3 A. Well, you're full of crap.

4 Q. Why -- why did you take it to him in  
5 currency?

6 A. Because we didn't -- we didn't have money in  
7 the checking account.

8 Q. Are you sure about that, Mr. Hutson? Have  
9 you looked at the checking account, to see if there was  
10 money in the checking account?

11 A. Maybe he required cash.

12 Q. Okay. All right. Let's just go to page two  
13 of five for a second. All right?

14 A. Well, why don't we figure out why Burns took  
15 cash?

16 Q. That's for you to figure out, Mr. Hutson.

17 A. Not for me to figure out.

18 Q. Okay. Then, fine.

19 A. It's for you to figure out.

20 Q. Okay, that's fine. Green's Discount Beverage  
21 in Columbia. That's a liquor store, right?

22 A. Yeah. I'm an -- I'm an alcoholic.

23 Q. Well, you may be. Let's look at page two and  
24 page three of the October statement. On page two, you  
25 spent \$47 in there. And on page three, you spent \$108

1 in there. I wasn't suggesting you were an alcoholic,  
2 but I was suggesting by my question that you were  
3 living out of this account.

4 A. Why shouldn't I?

5 Q. Okay.

6 A. It was my account.

7 Q. I thought -- I thought you told me that this  
8 company was losing so much money, it was going broke,  
9 and you're living out of it, is my point.

10 A. That's not a good point.

11 Q. Okay. All right. Good.

12 A. I can't help but ask you, Mr. Byrd, do you  
13 expect me to work for free, for three years, seven days  
14 a week? Get frigging real.

15 Q. Mr. Hutson --

16 A. I didn't make any money out of this company.

17 Q. I've -- I've warned you --

18 A. I didn't -- I didn't --

19 Q. -- a couple of times about your language now.

20 A. I've not used bad language.

21 Q. Okay. Let's go to the November bank account.  
22 Paid Kirkland Cleaners. That's your cleaning company,  
23 right?

24 Then you went to the Biltmore Estate. And then  
25 you spent the night, I guess, up at The Omni Grove Park

1 Inn, in Asheville, about \$1,200 that month, or that  
2 day, living out of the account, right?

3 A. That was New Year's.

4 Q. Okay. All right.

5 (Exhibit No. 120 marked for identification.)

6 BY MR. BYRD:

7 Q. Mr. Hutson, I'm going to ask you, please, to  
8 take a look an Exhibit Nos. 120 and 121.

9 (Exhibit No. 121 marked for identification.)

10 BY MR. BYRD:

11 A. I don't see 121.

12 Q. Well, I guess it's because it's right here.  
13 All right.

14 MR. BYRD: Here's 121, guys.

15 120 is January of 2014. And I'll get you a copy  
16 of it in a minute. And if we need to interrupt, we  
17 can.

18 MR. THOMAS: This is fine. Go ahead.

19 MR. BYRD: I think the questions are going to  
20 be pretty direct with regard to that.

21 BY MR. BYRD:

22 Q. You see the January statement for Big Park  
23 Management, Inc. for First Citizens Bank, in 2014,  
24 Exhibit 120?

25 A. Yes, I see February 28th.

1 Q. No, sir. Look at Exhibit 120, please.

2 A. All right. I see January 31, 2'14.

3 Q. Okay. Now, Judge James ultimately threw you  
4 off that property in April of 2014, didn't he, Mr.  
5 Hutson?

6 A. No, sir. Nobody threw me off the property.  
7 I left.

8 Q. Well, Judge James issued an order, ordering  
9 you off the property, didn't he?

10 A. I have no idea. I've never seen it.

11 Q. Well, I'll just tell you right now, he issued  
12 an order throwing you off that property, Mr. Hutson.  
13 Now --

14 A. Appreciate you telling me.

15 Q. Okay. And if you look at the statement for  
16 January of 2014, for Big Park Management, Inc. -- now,  
17 this is right after you filed that motion for a  
18 temporary restraining order in December with Judge  
19 James, isn't it, Mr. Hutson?

20 A. Well, ask the question again.

21 Q. Yes, sir. This is right after?

22 A. Right after what?

23 Q. Right after you asked Judge James to issue a  
24 temporary restraining order?

25 A. I did that.

1 Q. Okay. So January 2014 is right after you did  
2 that, right?

3 A. I don't know. I don't have -- I don't have  
4 records on that.

5 Q. You don't know whether January 2014 is right  
6 after December 2013?

7 A. I don't know when that was filed.

8 Q. Okay. Well, just take my word for it. It  
9 was December 2013.

10 A. Okay.

11 Q. Okay?

12 A. All right.

13 Q. So January 2014 is right after you did that,  
14 right?

15 A. I'm not saying right. I don't know.

16 Q. And Mr. Burns did that for you, didn't he?

17 A. I hired Burns to represent me, yes.

18 Q. And he filed a motion for a temporary  
19 restraining order, over there --

20 A. That's --

21 Q. -- in Sumter?

22 A. That's correct.

23 Q. Or Clarendon County?

24 A. That's correct.

25 Q. Okay. Now, while that was going on, there



1 were deposits in the one month of January into this  
2 account for \$19,000, correct? Look at the statement  
3 there.

4 A. All right. Okay. So?

5 Q. And during that period of time, you took all  
6 of it out, didn't you?

7 A. I don't know. Maybe I had to pay the  
8 electric bill.

9 Q. Well, we know, don't we, Mr. Hutson, when you  
10 left the campground, pursuant to Judge James' order,  
11 that electric bill had not been paid, had it?

12 A. That's the only one that hadn't.

13 Q. That's not the only one that hadn't. You  
14 hadn't paid the one before that either, had you?

15 A. I paid everything the best that I could pay.

16 Q. Okay.

17 A. I was there for three years, and I paid. But  
18 I was overcharged for electricity by your clients.

19 Q. Okay.

20 A. You know that, too, don't you?

21 Q. No, sir, I don't know that.

22 A. You do, too.

23 Q. Mr. Hutson, I'm not going to argue with you.  
24 I ask the questions and you answer them, okay?

25 A. All right.

1 Q. Now, kindly, please look at the bank  
2 statement, Exhibit 121, which is a bank statement for  
3 Big Park Management, Inc. at First Citizens Bank for  
4 February 2014. And there were deposits and other  
5 credits into that account for \$20,000?

6 A. All right.

7 Q. So for January and February 2014, you took  
8 \$40,000 out of that checking account?

9 A. Yeah. I put it in a safety deposit vault.

10 Q. Where is that safety deposit box, Mr.  
11 Hutson?

12 A. I'm joking with you.

13 Q. This is not a joke, you know?

14 (Exhibit No. 122 marked for identification.)

15 BY MR. BYRD:

16 Q. Mr. Hutson, I'm going to ask you to look at  
17 Exhibit No. 122, please, sir.

18 A. All right.

19 Q. I may have asked you this question before.  
20 But if I have, I apologize. And you just tell me I've  
21 asked it, because it will be in the record. Has Big  
22 Park Management filed any tax returns since it was  
23 organized?

24 A. I believe it has. Mary Lou would have  
25 handled that.

1 Q. You believe it. Do you know it?

2 A. No, sir.

3 Q. Who would have signed that tax return?

4 A. I would have signed it. But she would have  
5 just said, Here, sign here.

6 And I didn't -- I -- we never -- we never had a  
7 good bookkeeping system because there was always a  
8 shortage of money.

9 Q. Okay. So do you know whether or not an  
10 income tax return has been filed for --

11 A. I don't know.

12 Q. Okay. You don't know?

13 A. Huh-uh.

14 Q. Okay. Do you know if a federal income tax or  
15 state income --

16 A. I guess it was, but I don't know.

17 Q. Do you know whether tax returns for BWR, Inc.  
18 have ever been filed?

19 A. I know -- I know some have been filed. Mary  
20 Lou handled that. And Mary Lou's got the books. I  
21 don't have a clue anything about that.

22 Q. Which ones were filed?

23 A. I have no idea.

24 Q. Okay. So you really don't know that they  
25 have been filed, do you?

1 A. I was told that they'd been filed. I don't  
2 know. I -- I --

3 Q. Okay.

4 A. She -- I didn't handle it.

5 Q. What about for Big Water Resort, LLC, since  
6 December 30, 2010?

7 A. I don't have any -- I -- since December 2010?

8 Q. Yes, sir.

9 A. I couldn't tell you that either. I don't  
10 know.

11 Q. Okay. You do know for a single-member LLC --

12 A. Lisa handled the books then.

13 Q. All right. You do know for a single-member  
14 LLC, the single member has a responsibility to include  
15 the income and expenses on their individual tax return,  
16 don't you?

17 A. I'm not sure about that.

18 Q. Okay. Have you included on your individual  
19 income tax return for the years 2011, 2012, 2013, or a  
20 portion of 2014 any of those years? Have you included  
21 Big Water Resort, LLC operating revenue and expenses on  
22 your individual income tax return?

23 A. I doubt if I have.

24 Q. Okay.

25 A. No. I -- I -- matter of fact, I'm almost

1 certain I didn't. Well, you have a copy of that, as  
2 well.

3 Q. You've been handed Exhibit 122. Do you  
4 recognize that document, Mr. Hutson?

5 A. I do.

6 Q. Tell us what that is.

7 A. It's something that types, talks about  
8 memberships were sold, netting TLC millions, which is  
9 true. Immediately afterwards, TLC attempted to sell  
10 the property. All that -- you want me to read it?

11 Q. No, sir. Do you know what my question was?

12 A. Yeah, tell you what it is. But I don't know  
13 how to -- I don't know how to describe this.

14 Q. Well, let me ask you some specific questions.

15 A. It's -- it's --

16 Q. Maybe --

17 A. It's not addressed to anybody.

18 Q. You recognize that document, right, Mr.  
19 Hutson, or you don't?

20 A. It looks like something that I possibly would  
21 have prepared.

22 Q. Okay. That document is a document you  
23 produced during the 2004 examination, that you said you  
24 prepared. Now did you or didn't you?

25 A. A 2002 examination? What are you talking

1 about?

2 Q. I'm talking about a 2004 examination under  
3 the bankruptcy rules that took place in January and  
4 February of 2014, where you were under oath and you  
5 were questioned, and you produced that document to us.  
6 Does that refresh your recollection?

7 A. It really doesn't.

8 Q. Okay.

9 A. But, I mean, this talks about a class action.  
10 Why would I -- why would I type something that reads  
11 class action, and hand it to the court, pray tell?

12 Q. Mr. Hutson, you produced that document to us  
13 when we took your examination.

14 A. So I gave this to you, when -- back a year  
15 ago, year and a half ago, when you took my deposition?

16 Q. Yes, sir, that's right.

17 A. All right. All right. So, what about it?

18 Q. Who prepared that document, Mr. Hutson?

19 A. I think I did.

20 Q. Did Ms. Exum have anything to do with the  
21 preparation of that document?

22 A. Only thing that she's ever done is just clear  
23 up typos and things.

24 Q. Okay. Did she, with regard to that  
25 document?

1 A. This is like something that I would have  
2 prepared.

3 Q. My question is, to you, who typed it?

4 A. I don't know of anything that she's ever  
5 typed herself.

6 Q. Okay.

7 A. I've asked her to proofread stuff that I've  
8 typed.

9 Q. Okay. When was it drafted?

10 A. I don't know.

11 Q. Okay. In January of 2014, were you living  
12 with Ms. Exum?

13 A. January of 2014?

14 Q. Yes.

15 A. No.

16 Q. You were not? Where were you living?

17 A. I was at Big Water.

18 Q. Okay. Was she living with you while you were  
19 at Big Water?

20 A. No.

21 Q. Did she, on occasion, spend the night with  
22 you, while you were at Big Water?

23 A. She did.

24 Q. And on occasion, in January of 2014, did you  
25 spend the night with her in Orangeburg?

1 A. Yes.

2 Q. Okay.

3 A. It's called a relationship.

4 Q. Why was that document prepared?

5 A. Well, I'd have to sit here and read it.

6 Q. All right.

7 A. So far, everything's true, isn't it?

8 Q. Do you remember what the question was?

9 A. Yeah.

10 Q. What was it?

11 A. You asked why did I prepare it?

12 Q. Okay. Yeah. Now, that question stands.

13 What's the answer?

14 A. I don't know. Perhaps I gave it -- perhaps I

15 gave it to the members. I hope I did.

16 Q. Did you give it to Mr. Padget?

17 A. To Mr. Padget?

18 Q. Yes, sir.

19 A. Bill Padget?

20 Q. Yes, sir.

21 A. I don't remember doing so. I might have made

22 some notes, gave him something like that about my case

23 and the -- I went to him, when I decided it was time to

24 go get a lawyer. I went to him about my case. And I

25 went --



1 Q. Which case?

2 A. My case, the way that I had been financially  
3 screwed by TLC. I mean, you don't sell the same piece  
4 of property to two different people.

5 Q. Mr. Hutson, in 2004 examination -- in the  
6 2004 examination, you testified that if we settled with  
7 you, you wouldn't take that document to Mr. Padgett, and  
8 Mr. Padgett would not bring a class action lawsuit.

9 A. If I did that, I totally misstated.

10 Q. You lied?

11 A. I don't lie, my friend.

12 Q. Well, if you didn't tell the truth, and you  
13 knew you weren't telling the truth --

14 A. No. There were three of you rattling off,  
15 rattling off for 25 hours. One time I had to jump up  
16 and just run out of the room, because I was exhausted.

17 Q. Mr. Hutson -- Mr. Hutson, I've asked you a  
18 question. The testimony you gave in that 2004  
19 examination was, if we settle the case with you and let  
20 you do what you said you wanted to do --

21 A. Which was?

22 Q. I'm not going to go into all that, Mr.  
23 Hutson. Your testimony simply was, if we settled with  
24 you --

25 A. Well, I don't recall what you're talking

1 about.

2 Q. Okay.

3 A. Maybe you can pull that deposition out and  
4 even perhaps give me a copy of it.

5 Q. Speaking of that, let me do one other thing  
6 first, okay? On February 17, 2014, the examination,  
7 the 2004 examination, resumed.

8 A. That's about right.

9 Q. It ain't about right; it's exactly right,  
10 Mr. Hutson.

11 A. All right.

12 Q. Okay. Now, you said, before we got  
13 started --

14 A. You mean during the examination?

15 Q. Before we got started, Mr. Hutson, I said to  
16 you, All right, Mr. Hutson, you wanted to make a  
17 statement before we got started?

18 And you responded, Yes.

19 And I responded. All right.

20 And you said, A couple of things. One, I'd like  
21 to get a copy of the deposition. I don't mind paying  
22 for it. I don't know how to go about getting it, but  
23 I'd like to have a copy of it.

24 Now, you were talking about the transcripts of the  
25 2004 examination, correct?

1 A. I guess I was.

2 Q. Okay. And you said you'd be willing to pay  
3 for them, correct?

4 A. If that's what you wrote down. I don't know.

5 Q. I didn't write anything down. I'm reading it  
6 from the transcript, a certified report from the court  
7 reporter.

8 A. If -- then I -- I said that.

9 Q. Okay. Now, you've contacted both court  
10 reporters, the one that took the first two sessions and  
11 the one that took the third session, and have asked for  
12 a transcript of those examinations, right?

13 A. That's right.

14 Q. And both of them told you, Mr. Hutson, you're  
15 welcome to have it, but you have to pay for it?

16 A. About \$1,800.

17 Q. And they said, You can have it, you'll just  
18 have to pay for it?

19 A. Right.

20 Q. Now, you said right here you'd be happy to  
21 pay for it. But the fact --

22 A. I didn't know it was going to be \$1,800. I  
23 was -- thought it would be a couple hundred dollars,  
24 \$300.

25 Q. Did you ask anybody how much it was going to

1 be?

2 A. Who would I have asked?

3 Q. The court reporter was sitting right there.

4 A. She wasn't finished. Did you know how much  
5 it was going to cost?

6 Q. I knew how much it was going to be a page.  
7 And when she sent it to me, I paid her for it.

8 A. Well, nobody told me during the hearing how  
9 many pages she typed.

10 Q. The fact of the matter is, you said, I'll be  
11 happy to pay for it. But you haven't been happy to pay  
12 for it. You've refused to pay for it; isn't that  
13 right?

14 A. No, sir. I have not been able to pay for it.  
15 But all this is true.

16 Q. Mr. Hutson, do you deny that you told us that  
17 if we settled the dispute with you that Mr. Padget  
18 would not file a class action?

19 A. If I said that, I misstated.

20 Q. Okay.

21 A. Because I had no control over what he did.

22 Q. Okay. And didn't you tell us that if we  
23 didn't settle the matter, you were going to take that  
24 document right there, Exhibit No. 122, to Bill  
25 Padget?

1 A. I don't remember that.

2 Q. Okay. When is the first time you ever met  
3 with Mr. Padget, other than when you went to talk to  
4 him and get the transcripts of the depositions? When  
5 is the first time you talked to him about this class  
6 action?

7 A. I would guess, because I don't know, I would  
8 guess it was in 2014, I would think. Maybe that's --  
9 I'm guessing. I don't know.

10 Q. Did you go to talk to Mr. Padget before you  
11 sent the postcard out in 2013?

12 A. I think I had already sent the postcard out.

13 Q. When you went to see him?

14 A. I believe so.

15 (Exhibit No. 123 marked for identification.)

16 BY MR. BYRD:

17 Q. How about take a look at Exhibit No. 123.

18 MR. BYRD: All right. I know I owe you guys  
19 two exhibits, at least. Y'all help me with it, make  
20 sure I don't forget it.

21 BY MR. BYRD:

22 Q. All right. Take a look at this postcard, Mr.  
23 Hutson.

24 A. Yes, sir.

25 Q. Dated December 18, 2013.

1 A. Okay.

2 Q. Dear Big Water Resort Member or Former  
3 Member, I purchased the Big Water Resort business in  
4 2010. I have since come to realize that members were  
5 scammed by paying thousands of dollars to Big Water  
6 Resort when formerly owned by TLC Holdings. Those  
7 monies totaled about \$5 million paid by members when  
8 they signed their individual contracts to the TLC  
9 Holdings owned Big Water Resort. There was no feasible  
10 way that Big Water Resort could furnish the contractual  
11 benefits in the spirit as outlined in the contract, nor  
12 did TLC Holdings have any desire to fulfill their end  
13 of the contract in actuality nor in spirit.

14 Now, where did that \$5 million come from?

15 A. I estimated it.

16 Q. You've also estimated \$9 million, haven't  
17 you?

18 A. Well, you can't get a straight answer from  
19 Clark. I think he used the figure  
20 seven-million-something here recently in deposition.

21 But I estimated it based on -- I looked at  
22 probably 100 memberships, saw what they paid. So I  
23 just -- I made -- I made an estimate. But some paid  
24 more, so it's hard to say. And some paid a lot of  
25 interest.

1 Q. But when you've made the assertion that --

2 A. I think -- go ahead.

3 Q. -- that Richard Clark and Steve Lovell and  
4 Jim Thigpen --

5 A. Uh-huh.

6 Q. -- stole \$9 million, you didn't say I think,  
7 I estimate, or anything like that. You said they stole  
8 it, right?

9 A. Is that what it reads?

10 Q. No. I'm asking you what you have said over  
11 and over, in sworn testimony and otherwise.

12 A. I've used the figure of \$9 million. I've --  
13 again, counting up according to testimony that Jim  
14 Thigpen gave the other day, he said it averages 7,500,  
15 some \$10,000. You take and you multiply that times a  
16 thousand, you know, add some interest on those that  
17 were financed, whatever that figure comes to.

18 Q. That's the revenue right, Mr. Hutson?

19 A. That was the membership payment.

20 Q. That's the revenue right, Mr. Hutson?

21 A. I don't know why you're calling it revenue.

22 Q. Well, you don't --

23 A. It was a membership payment.

24 Q. Okay. Well, you don't know what revenue  
25 is?

1 A. I know what revenue is. But that was --

2 Q. What -- what is revenue?

3 A. All right. Revenue is monies that you've  
4 got, that is coming in.

5 Q. Right.

6 A. This was a purchase of a membership for the  
7 private use of a family and a family's family.

8 Q. And the money that was paid for those  
9 memberships was money coming in, i.e. revenue, right?  
10 Right? Dollars coming in the door is revenue, right?  
11 You know that, don't you?

12 A. I didn't get any of that money that was paid  
13 in.

14 Q. I said money that comes in the door is  
15 revenue, right?

16 A. Not -- well, yes, it is. But it's not real  
17 revenue until you get in the black, where you can pay  
18 your bills.

19 Q. Okay. So you really don't know the  
20 definition of revenue, correct?

21 A. Why don't --

22 Q. I mean --

23 A. Why don't you tell me?

24 Q. Revenue is dollars in the door, Mr. Hutson.

25 A. All right. And my response to that was --



1 Q. Let's -- let's operate on that definition.

2 A. That's fine.

3 Q. Revenue is money in the door.

4 A. Okay.

5 Q. Okay. So if they received a hundred percent  
6 of that revenue --

7 A. You talking about the down -- the payments  
8 for the memberships?

9 Q. Money in the door for those contracts, Mr.  
10 Hutson, revenue.

11 A. Okay.

12 Q. All right?

13 A. All right.

14 Q. With all that revenue -- and you've said it,  
15 I don't know how many times just today, that they were  
16 losing two to \$300,000 a year?

17 A. No, sir, I didn't say that.

18 Q. Oh, you didn't? Okay. Well, the record will  
19 speak for itself.

20 A. Well, okay.

21 Q. Okay.

22 A. The record is not going to say that, either.

23 Q. What is the record going to say, Mr. Hutson?

24 A. It's going to say that they were losing,  
25 according to Steve Lovell, that they were losing --

1 I -- I apologize, you're right, about 300,000, 250 to  
2 300,000 a year. You're right. I'm sorry.

3 Q. All right. So it doesn't make any difference  
4 how much the revenue in the door was; they were losing  
5 money?

6 A. That was my point.

7 Q. So they didn't walk away with any money, did  
8 they, Mr. Hutson?

9 A. Sure. They walked away with a whole ton of  
10 money, in the beginning.

11 Q. In the beginning? We've got the financial  
12 statements for every year, Mr. Hutson.

13 A. And they lost money.

14 Q. They did. And that --

15 A. But they didn't lose -- how did they lose \$7  
16 million, \$8 million?

17 Q. Look at the financial statements, if you know  
18 how to read one, and it will tell you exactly how they  
19 did that. Every dollar of revenue that came into that  
20 company is on the income statement. And they had a  
21 loss every year. And you've said it over and over  
22 again. And you've said they've admitted it in sworn  
23 testimony. You've said it. They were. That you were  
24 told that. So --

25 A. I wasn't told that. Yes, I was told that

1 when I saw his deposition, that's correct.

2 Q. Okay. And so they didn't have any windfall  
3 at all. They spent every nickel of that money, plus  
4 another two to \$300,000 they had to put in themselves.  
5 So every time --

6 MR. THOMAS: Hey, gentleman, can y'all try to  
7 just answer questions, I mean, ask questions and answer  
8 questions, please?

9 BY MR. BYRD:

10 A. Well, there's a value that they got, an  
11 appraised value on this whole park, of 3 -- \$3 million  
12 and something.

13 Q. Mr. Padget has filed a class action lawsuit  
14 against these people. And it was alleged that we  
15 looted the company. Professor Freeman says that you  
16 looted the company. But the income statements show  
17 something different. But you've said over and over  
18 again -- correct me if I'm wrong. You've said it over  
19 and over again, that they looted the company to the  
20 tune of \$9 million. And at the same time, you have  
21 said they were losing 2 to \$300,000 a year; is that  
22 right or wrong?

23 MR. THOMAS: Object to the form.

24 BY MR. BYRD:

25 A. I believe that they took in, when they sold

1 the memberships, and according to Jim Thigpen, they  
2 took in a bunch of money, in the millions. And then,  
3 after that, they didn't make their goal. And they knew  
4 what their goal was. It was 1,500 to 2,000 members.  
5 They only had a thousand. He sat at Shoney's and  
6 admitted to me that when he got only a thousand, he  
7 knew that Big Water Resort was going to be a failure.  
8 So they continued selling memberships, knowing that Big  
9 Water Resort was already a failure. That's bad  
10 business. That's a hell of a lot worse than spelling D  
11 or T.

12 Q. Let's look at Exhibit No. 123.

13 A. Yes, sir.

14 Q. In the second paragraph you say, I and others  
15 will seek to demand a refund from TLC Holdings by way  
16 of a class action lawsuit --

17 A. Right.

18 Q. -- charging TLC Holdings with fraud and  
19 possible racketeering for the five-million-plus triple  
20 damages.

21 A. Right.

22 Q. Any existing or former member wanting to join  
23 this lawsuit may do so by contacting me at Big Water  
24 Resort as soon as possible or dialing (423) 834-4828.

25 I, too, have been scammed by TLC Holdings, as a member

1 and purchaser of Big Water Resort.

2 Now, were you a member of -- did you have a  
3 membership agreement in the campground?

4 A. I did.

5 Q. You did? Okay.

6 A. But I didn't keep it. I -- one of the  
7 members, who just didn't want their membership, mailed  
8 it back and put a note on it, I don't want it. It's  
9 worthless. So I took it and I assigned it to myself,  
10 to be a member. But then --

11 Q. How much did you pay for that assignment, Mr.  
12 Hutson?

13 A. I believe \$300.

14 Q. Okay.

15 A. I -- I've seen memberships sell for little as  
16 \$100.

17 Q. All right.

18 A. Membership value -- I mean, people got ripped  
19 off. Come on.

20 Q. So you -- so you became a member of the  
21 campground?

22 A. I -- I -- I -- I -- I did it, just -- just to  
23 try to help conversation. I defended TLC for two and a  
24 half years. Every day, somebody was fussing about TLC  
25 and how the campground was being ran, and why they paid

1 all this money, and why outsiders was coming in and why  
2 it had been doing -- why for years outsiders had been  
3 coming in?

4 Q. Okay. And then you say, I, too -- I'm sorry.  
5 I, too, have been scammed by TLC Holdings as a member  
6 and purchaser of Big Water Resort?

7 A. Uh-huh.

8 Q. I will be able to put any member in touch  
9 with the attorney.

10 A. Uh-huh.

11 Q. The suit will be filed in the next ten days.  
12 Anyone who joins stands a good chance of recovering  
13 their money. I know that hundreds of members are  
14 convinced they were scammed.

15 A. They were.

16 Q. It appears that hundreds will join this  
17 effort. I am told that the statute runs from time of  
18 discovery of the scam. Let's join together now and get  
19 our money back.

20 Now, had you talked to a lawyer then about the  
21 class action?

22 A. I had spoken to several attorneys, just on  
23 the surface. Didn't really get into it.

24 Q. Well, you told these people you wrote this  
25 postcard to that the lawsuit's going to be filed in ten

1 days. Was that just a lie?

2 A. That was -- no. No. That was an  
3 exaggeration. I thought something could be done really  
4 quick.

5 Q. Okay.

6 A. But it -- it -- it took a little while.

7 Q. Okay. Had you talked -- had you talked to  
8 Mr. Padgett before December 1, 2013?

9 A. No, sir.

10 Q. Had not?

11 A. No, sir.

12 Q. Okay. Who -- who did you talk to that told  
13 you about the statute of limitations?

14 A. Well, I called some of the lawyers that had  
15 written the letters about filing the class action.

16 Q. Who told you about the statute of  
17 limitation?

18 A. I checked around with the law enforcement.

19 Q. About a statute of limitations?

20 A. Uh-huh.

21 Q. What law enforcement?

22 A. SLED.

23 Q. Who at SLED?

24 A. I don't remember.

25 Q. How did you contact this SLED agent?

1 A. I looked in the phone book and got the  
2 number.

3 Q. For South Carolina Law Enforcement Division,  
4 and called that number?

5 A. Talked to the FBI also.

6 Q. And they told you something about the statute  
7 of limitation?

8 A. I -- no. I just talked to them about this  
9 case. And they almost took it.

10 Q. Almost took it? What do you mean almost took  
11 it?

12 A. They almost opened an investigation on it.

13 Q. They almost did?

14 A. That's what I just said.

15 Q. How do you evaluate "almost"?

16 A. They told me that it was borderline. It was  
17 definitely wrong. This is what they said. It was  
18 definitely wrong. And this is not the first company  
19 that does things like this. But it was wrong. And --  
20 but better -- better to go to in the federal court with  
21 it, probably get...

22 Q. Well, you do understand that the FBI is a  
23 federal criminal investigating agency, right?

24 A. That's why I called them.

25 Q. Okay. And their cases go to the federal



1 court, right?

2 A. Right. But he suggested I take it in a civil  
3 manner.

4 Q. Oh, civil?

5 A. In the federal court.

6 Q. Now, what FBI agent were you talking to?

7 A. I don't remember. He called me back. I  
8 called him and he called me back.

9 Q. And you have no recollection of which agent  
10 that was?

11 A. I don't. That's the honest-to-God's truth.

12 Q. Okay.

13 A. I mean, they decided not to do it, so I  
14 didn't -- I didn't keep the number.

15 And everything that I wrote in there I believe to  
16 be a fact.

17 Q. Okay.

18 A. In fact, it is a fact.

19 Q. All right.

20 A. Maybe you couldn't file it in ten days.

21 Q. Okay.

22 A. And I was wrong about something else.

23 Q. What's that?

24 A. I was under the impression that since I had  
25 thrown away my membership --

1 Q. What do you mean thrown it away?

2 A. I put it in the trash can.

3 Q. The -- the agreement?

4 A. No, my membership. Somebody sent a  
5 membership back. They wrote a little note on it, said,  
6 Anybody can have it. I don't want it. It's worthless.

7 Q. Okay.

8 A. So I thought, Well, heck, you know?

9 Q. And you assigned it to yourself, right?

10 A. Yeah. And then I decided, I don't want it.  
11 So I just threw it away.

12 Q. Okay.

13 A. All right.

14 Q. But you didn't do anything to cancel the  
15 agreement, did you? You just threw it in the garbage?

16 A. No, I didn't -- no. No. I didn't cancel the  
17 agreement. People just quit. They just quit paying  
18 their dues. And when they quit paying their dues, that  
19 killed their contract.

20 Q. Well, on December 18, 2013, you said you were  
21 a member.

22 A. Well --

23 Q. Is that a lie?

24 A. That's a misstatement. If it says I was --  
25 that I'm member, I -- I -- what I meant to say was that

1 I own Big Water Resort.

2 Q. That's not what you said at all, though, is  
3 it?

4 A. Well, shoot me.

5 Q. And you said you were going to be part of the  
6 class action, too, didn't you, Mr. Hutson?

7 A. I did, indeed. I thought --

8 Q. And the only way you can be a part of the  
9 class action is if you're a member of the class, right?

10 A. I didn't -- I didn't know that.

11 Q. Oh, you didn't?

12 A. I believe -- no.

13 Q. Okay.

14 A. I felt -- I felt that since I had not gotten  
15 an attorney, but I had talked to a few people, I  
16 thought that that attorney could take both cases,  
17 because it was fraud in both cases. I mean, only thing  
18 is, I got treated worse than the members did. I lost a  
19 lot more money than the members did.

20 MR. BYRD: How we doing?

21 MR. CARR: 46, 47 in.

22 BY MR. BYRD:

23 Q. Okay. Let me ask you this, Mr. Hutson.

24 A. Yes, sir.

25 Q. When did you turn over the Big Water Resort

1 files, all those boxes, to Mr. Padget?

2 A. I can't swear to this, but I would say just  
3 prior or during the deposition in Charleston.

4 Q. The 2004 examination?

5 A. Right. Yes, sir.

6 Q. Okay. Tell me how the turnover occurred, the  
7 logistics of it?

8 A. Of the files?

9 Q. Yes, sir.

10 A. Well, you have to go back a little bit  
11 further, because I had met with Bill Padget. And the  
12 reason I met with him was he had filed a lawsuit on  
13 behalf of the bank. And he knew TLC. So I figured he  
14 might be a good guy to go to for -- for my case and  
15 for -- for the members. And I'm telling you an  
16 honest-to-God fact. If I've had one member that's come  
17 up to me and called me a thief and called TLC a thief,  
18 I've had 500 people. And I've defended them and  
19 defended them, until it reached the point where I  
20 reached -- I decided that we both had been financially  
21 screwed. So I called Bill Padget and asked if I could  
22 come meet with him.

23 Q. All right.

24 A. He said yes. I don't know what day it was.  
25 I went over and met with him. And it's possible that I

1 typed up this.

2 Q. "This" being exhibit which?

3 A. Yes, sir.

4 Q. What number?

5 A. 122.

6 Q. Okay.

7 A. Because I didn't want to have a bunch of hand  
8 scratching, that -- because I wanted to lay out  
9 something, where -- because this is kind of complex,  
10 the two cases. So I went over and met with him. And  
11 he didn't seem very interested in either case. So I  
12 was a little disappointed over it. So --

13 Q. Now, let -- let me interrupt you just a  
14 minute there, please. Either case, you were talking  
15 about the class action case and the case that you were  
16 in Clarendon County state court in a dispute with?

17 A. No. The fact that -- that I had been  
18 defrauded from the word go.

19 Q. Okay.

20 A. I was put under contract. So I could --  
21 there was no way legally that I could comply with them.

22 Q. So the two cases that you're talking about  
23 here in your testimony, is -- is the dispute with  
24 Richard Clark, Steve Lovell and Jim Thigpen in state  
25 court, right? That's one case. And the other case

1 you're talking about is the potential class action  
2 case? Those are the two cases you went to talk to  
3 Mr. Padget about; is that right?

4 A. I wouldn't say the state court. I just went  
5 to talk to him about handling both cases.

6 Q. Well, you've got two cases, right?

7 A. That's right. And I talked to him about --

8 Q. The potential class action case, that was not  
9 pending at the time, right?

10 A. No, sir.

11 Q. And the case that was pending at the time was  
12 your dispute with TLC Holdings --

13 A. Right?

14 Q. -- and the Lease Purchase Agreement?

15 A. Right.

16 Q. And the sale of Big Water Resort, LLC to you,  
17 that was the other case, right?

18 A. Well, more to it than that. It was a fact  
19 that I had been lied to up front about -- I would have  
20 never gotten involved in this thing if I had been  
21 told -- told the truth.

22 Q. Mr. Hutson, all I'm trying to get from you is  
23 which two cases you're talking about.

24 A. You know which two cases we're talking about.  
25 We're talking about the same thing. We're talking

1 about my -- my wrong doing that they did to me, the  
2 same as the wrong doing they did to the members. So I  
3 took both of those concepts and I went with Bill  
4 Padget, to his office.

5 Q. Okay. All right. That's all I wanted to  
6 know from you, okay? And I say the state court case,  
7 and you turn around and tell me, no, that's not what  
8 I'm talking about.

9 A. All right.

10 Q. That's where that case was pending, state  
11 court, right?

12 A. I don't know where it was at that time.

13 Q. Okay. All right. Now, the examination began  
14 on January 31, 2014, okay? Did you go talk to  
15 Mr. Padget before that first day of the 2004  
16 examination?

17 A. I might have.

18 Q. Okay.

19 A. I think, possibly, I had.

20 Q. And you had also turned over all the records  
21 to Mr. Padget by then?

22 A. I -- well, we have to go just a little bit  
23 further.

24 Q. Okay.

25 A. All right. So I went once to him.

1 Q. Yes.

2 A. And he didn't say much of anything.

3 Q. Okay.

4 A. He -- he would just think about it a little  
5 bit.

6 Q. All right.

7 A. So I went back to him and said, you know, if  
8 you've got an interest in both or do you have an  
9 interest in either? And he said -- well, he asked me  
10 some more questions.

11 And he said, If I took either case, and I'm not  
12 saying I would, it would probably be the case in  
13 reference to the members.

14 And I said, Why?

15 And he said, Well, because the two cases are just  
16 different. Both of you got done wrong, but they're  
17 different, and I could only represent one case.

18 So he said -- I'm trying to remember. So I asked  
19 him -- I said, Now, look, I don't want to get in a  
20 lawsuit here.

21 Q. You were already in one, weren't you?

22 A. Yeah. But I was tired of it. I wanted -- I  
23 really wanted out of it. I -- I was in state court,  
24 because I was being ejected. I was being ejected  
25 unfairly, because I was put in a contract that I could



1 not comply with. And they knew it. So -- and I had an  
2 equitable interest in the property, as well. I lost  
3 that, as well. So -- and I spent three years of my  
4 life there, seven days a week. And I lost that, as  
5 well. And I lost all the work that I've put into the  
6 subdivision, as well.

7 But getting back to Mr. Padget. So after that, I  
8 called him a day or so later. And he said, I'll tell  
9 you what I'll do. If you've got -- I'm trying to  
10 remember. He said, If you've got some people that are  
11 looking for an attorney, that's my business. If you  
12 want to give them my phone number, you can. But I make  
13 you no promises about the case.

14 I said, Well, what about if you took the case, are  
15 you going to turn around and sue me?

16 And he asked me, he said, Well, let me ask you a  
17 question. Did you sell any of those memberships?

18 I said, You mean the original memberships?

19 He said, Yes.

20 I said, No, sir.

21 He said, Did you get any of the money out of those  
22 memberships?

23 I said, Not a penny.

24 He said, Well, then, the likelihood, you wouldn't  
25 be sued if I decide to take the case. So...

1 Q. Did he ever enter into an agreement with you  
2 that you wouldn't be sued?

3 A. No, sir.

4 Q. Okay.

5 A. Matter of fact, his integrity is beyond --

6 Q. Reproach?

7 A. It is, indeed.

8 Q. Okay. I don't necessarily disagree with  
9 that.

10 A. He's as honest as he could be. And...

11 Q. Now, can you tell me yet, Mr. Hudson, when  
12 you turned over the files of Big Water Resort, LLC to  
13 Mr. Padget?

14 A. I don't -- I'm trying to remember, because I  
15 didn't write it down on a calendar. But I would say it  
16 was around the time that I was being deposed by y'all  
17 in 2000 and whatever.

18 Q. All right.

19 A. And I figured, once I got rid of the files --

20 Q. Mr. -- Mr. Hutson, we need to finish up here.

21 A. All right.

22 Q. I've asked you one question. When did you  
23 give those files to Mr. Padget?

24 A. I would --

25 Q. And you don't know?

1 A. I'm guessing. I don't know, exactly.

2 Q. Okay.

3 A. No, sir.

4 Q. Now the next question is, how were those  
5 files delivered to Mr. Padget?

6 A. I called him and asked him would he like to  
7 have a copy of the files? He said --

8 Q. No, I'm -- it's a very discreet question.  
9 How --

10 A. So --

11 Q. -- were those files --

12 A. -- he offered --

13 Q. -- delivered?

14 A. He offered to send someone over to pick them  
15 up.

16 Q. Okay.

17 A. And I said, I need to take them to  
18 Charleston.

19 He said, I will bring them back to you in a day or  
20 so, and you can take them to Charleston.

21 And that's what I did.

22 Q. Okay. So the day or so you're talking about  
23 was after you filed the bankruptcy proceeding?

24 A. I filed for reorganization.

25 Q. That's the bankruptcy proceeding, right?

1 A. Right.

2 Q. Okay.

3 A. So what is your question?

4 Q. You had to go to Charleston related to the  
5 bankruptcy proceeding, right?

6 A. I was talking about when I went to Charleston  
7 for the deposition.

8 Q. Okay. So you were in bankruptcy then,  
9 right?

10 A. Right.

11 Q. Okay. You filed for bankruptcy on the 8th  
12 day of January, 2014?

13 A. That's about right.

14 Q. Correct? Okay. So that's when the  
15 bankruptcy commenced?

16 A. That's correct.

17 Q. January 8, 2014. And the examination  
18 pursuant to Rule 2004 in the bankruptcy court commenced  
19 on January 31, 2014. Now, I'm just telling you that.

20 A. Yeah.

21 Q. I know it for a fact, okay? So sometime  
22 between January the 8th and January 31, 2014, you  
23 delivered those files to Mr. Padget; is that correct?

24 A. He picked them up.

25 Q. Okay.

1 A. I say "he." Somebody picked them up.

2 Q. All right.

3 A. I don't know who did.

4 Q. Were you there when they picked them up?

5 A. I was.

6 Q. Okay. Did you help whoever picked them up  
7 with loading and that sort of thing?

8 A. I did.

9 Q. Okay. What condition were those files in  
10 when you delivered them to his runner, his courier,  
11 whatever?

12 A. They were just in some cardboard boxes.

13 Q. And were they organized by subject matter and  
14 chronology?

15 A. I can't say just how or how not. I -- I -- I  
16 don't know.

17 Q. Okay. Did you know any more about the filing  
18 of the Big Water Resort, LLC files, documents? Did you  
19 know any more about that than you knew about the bank  
20 accounts?

21 A. I had looked at about 150 memberships.

22 Q. But that's all you looked at?

23 A. I figured 150, maybe it was 200 I looked at.

24 Q. Okay. But there were many other records,  
25 other than just the membership agreements, weren't

1 there?

2 A. I never looked at other stuff.

3 Q. Okay.

4 A. Because I began to learn, as I stayed there  
5 for a while, that this place is a complete failure.

6 Q. Okay.

7 A. I need to hurry with my subdivision.

8 Q. Who -- who took files out of the file  
9 cabinets and put them into boxes?

10 A. I believe I did.

11 Q. Okay.

12 A. I did.

13 Q. All right. And do you remember who picked  
14 them up?

15 A. I don't.

16 Q. Okay. Do you remember how you got those  
17 files back?

18 A. They were -- they were delivered. They were  
19 delivered back.

20 Q. And you don't know when?

21 A. No, I don't know what -- what day it was.

22 Q. Okay.

23 A. Soon as they got them, I called Tom and I  
24 took them down to him.

25 Q. Now, wait a minute, Mr. Hutson. Is it your

1 testimony that you took those files to Mr. Harper?

2 A. I believe I did. I don't think he came and  
3 got them. I asked him to, but I don't think he did. I  
4 think I parked in his side parking lot and took the  
5 boxes right through the back door, and set them down  
6 there, inside. That's where he told me to put them,  
7 I'm almost certain.

8 Q. Okay. And did you ever get those files  
9 back?

10 A. No, sir.

11 Q. You never got those files back?

12 A. I just answered the question.

13 Q. So Mr. Harper's office still has all those  
14 files you delivered to him?

15 A. Yes, sir.

16 Q. Okay.

17 A. I mean, I guess he does.

18 Q. Are you real sure that you delivered those --

19 A. Yes, sir.

20 Q. -- boxes? The same boxes that Mr. Padgett  
21 got?

22 A. Yes, sir.

23 Q. You delivered those same boxes to  
24 Mr. Harper?

25 A. Yes, sir.

1 Q. Okay. Let take a break here.

2 MR. CARR: This is the end of tape number  
3 five in the deposition of M.B. Hutson. We're off the  
4 record at 4:23 P.M.

5 (A brief recess was taken.)

6 MR. CARR: This is tape number six in the  
7 deposition of M.B. Hutson. We're on the record at 4:36  
8 P.M.

9 BY MR. BYRD:

10 Q. Mr. Hutson, why did you send the postcard,  
11 Exhibit Number 23?

12 A. Well, I had heard complaints for years. And  
13 when I got done the same way, I decided that it was  
14 clear, there's no question about it. First of all,  
15 they would have never sold me the property in the first  
16 place, knowing that they had a 60-year obligation.

17 And even if they had transferred it to me, I have  
18 a letter from one of the members of the owners, and in  
19 it, it states what they guarantee, that everything will  
20 remain the same, and -- and -- and -- or if they file  
21 bankrupt, they'll refund everybody's membership. And  
22 that was signed by James Thigpen. And that was sent to  
23 the members. I'll bring that. I -- I have that  
24 letter, and I'll bring that letter with me.

25 Q. So Mr. Thigpen wrote a letter to all of the



1 members of Big Water Resort and told them if they ever  
2 filed bankruptcy, that is Big Water Resort ever filed  
3 bankruptcy, that every one of the members would be paid  
4 back?

5 A. Yes, sir.

6 Q. Tell me this, Mr. Hutson. How in the world,  
7 if somebody is going to file bankruptcy, is it that  
8 they are going to give all the money back to the  
9 members?

10 A. I guess you'd have to ask TLC that.

11 Q. Okay. And TLC wrote that letter?

12 A. Yes, sir.

13 Q. Well, TLC didn't sell those membership  
14 agreements, did they, Mr. Hutson?

15 A. Well, TLC and Big Water Resort is one and the  
16 same. You know that.

17 Q. They -- they -- they aren't actually one and  
18 the same, are they, Mr. Hutson? Don't you know --  
19 don't you know that TLC Holdings, LLC is a discreet  
20 entity? You know that, right?

21 A. I know that. But the -- what really, I  
22 think, caught them, because they were trying to wiggle  
23 out of it, was the fact that they never had a written  
24 agreement between themselves and Big Water Resort.

25 Q. Who is "themselves"?

1 A. TLC. And not only that --

2 Q. Are you talking about the lease?

3 A. Yes. And not only that, during the whole  
4 process, for years, there's been misrepresentation. I  
5 heard from subcontractors they owed bills that they  
6 hadn't paid, TLC, TLC, who committed --

7 Q. Tell -- tell me one bill, one bill, that TLC  
8 had not paid when you entered into the Lease Purchase  
9 Agreement?

10 A. Black --

11 Q. One.

12 A. Black River Resort.

13 Q. That bill was fully paid when they sold that  
14 business to you, wasn't it, Mr. Hutson?

15 A. No, sir, it was not.

16 Q. What evidence --

17 A. Does --

18 Q. What -- what evidence do you have, Mr.  
19 Hutson?

20 A. I have plenty, and I --

21 Q. Tell me -- tell me what evidence you have.

22 A. Okay, I'll tell you. Herb Trobb (ph), the  
23 CEO --

24 Q. Do you mean Herb Leaird?

25 A. Leaird.

1 Q. Okay.

2 A. The CEO.

3 Q. Told you?

4 A. Called me in his office, after I raised so  
5 much sand about how high the bill was. And I began to  
6 get people to come out, like electrical people, to see  
7 if somebody was stealing electricity next door at the  
8 other campground.

9 So Herb calls me. They first said, Well, there's  
10 no problem. There's not a problem. There's not a  
11 problem. You're just using electricity.

12 Well, we begin to turn the water heaters off when  
13 people weren't camping.

14 Q. Mr. -- Mr. Hutson, here's my question to you.  
15 On December 30, 2010 --

16 A. Uh-huh.

17 Q. -- wasn't every bill that Big Water Resort  
18 owed paid in full?

19 A. No, sir.

20 Q. All right. Now, I don't want to hear about  
21 all the dispute you had, after you took it over. What  
22 I'm talking about --

23 A. It's a dispute that they had, and they didn't  
24 pay. And they admitted -- and you were there. They  
25 admitted in the last depositions, because I asked

1 Thigpen. He said, Yeah. Yeah, we told them we'd pay  
2 them, but we didn't.

3 Q. But they paid the electricity bill, didn't  
4 they, Mr. Hutson?

5 A. No, sir, I'm talking about the underground  
6 wiring.

7 Q. And -- and wasn't the whole basis of your  
8 claim against Black River that they were overcharging  
9 you to get that money back?

10 A. They were overcharging TLC, and TLC knew  
11 about it, and -- and did not tell me about it when I  
12 bought it.

13 Q. But they paid it, right?

14 A. They paid what?

15 Q. The bill? There was not an account  
16 receivable at Black River --

17 A. They never paid, unless they've done it just  
18 recently. Black River has never been paid for their  
19 underground work that they did, which might have been  
20 50 to \$100,000.

21 Q. But they were paying the electricity bill,  
22 weren't they, Mr. Hutson?

23 A. Yes, sir, but they didn't pay the other bill.  
24 What if I paid you one of your --

25 Q. And --

1 A. -- bills --

2 Q. -- and -- and didn't you allege that because  
3 they had not paid the bill for the underground laying,  
4 that they were increasing the charge on a monthly  
5 basis?

6 A. I didn't -- I didn't allege that. Herb  
7 Leaird, the CEO, admitted to it, confessed that they  
8 had done it. He --

9 Q. And it was in your complaint, wasn't it, Mr.  
10 Hutson?

11 A. What, that -- just what I just said to you?

12 Q. Yeah.

13 A. Yes.

14 Q. Okay. So you had alleged that. In fact,  
15 there were no bills that were owed by Big Water Resort  
16 or TLC that were unpaid on December 30, 2010; isn't  
17 that true?

18 A. No. Of course not.

19 Q. Okay. Tell me the first bill that had not  
20 been paid, Mr. Hutson.

21 A. Black River Resort had never been, since they  
22 developed the property. They never paid any of it, on  
23 the underground wiring.

24 Q. Well, why didn't they cut the electricity  
25 off, like they did when you didn't pay them?

1 A. I'll tell you what he told me.

2 Q. Okay.

3 A. He said he called them up and Thigpen told  
4 him he wasn't going to pay it.

5 Q. Okay. Other than the Black River bill --

6 A. There -- listen --

7 Q. No.

8 A. All right.

9 Q. Mr. Hutson.

10 A. All right.

11 Q. You've already told me about the Black River  
12 bill, okay? I don't think you're right about that, but  
13 you've told me they have not paid the electrical bill  
14 to Black River.

15 A. That's correct.

16 Q. Okay. Now, is there any other?

17 A. There were several subcontractors that sued  
18 TLC. And I believe some of those suits were ongoing  
19 when I bought TLC.

20 And then, there was the bank that they owed a  
21 million dollars to, that wasn't paid. And they had a  
22 lien on the property for that, for, like, a year and a  
23 half.

24 And I think -- if I thought a little more, I could  
25 probably come up with another 200, \$500,000 that they

1       hadn't paid, as well.

2           Q.   Well, you didn't pay them, did you?

3           A.   They weren't my bills.

4           Q.   You didn't pay them, either, did you?

5           A.   Well, why didn't you pay them?

6           Q.   Mr. Hutson, there is not a payment out of the  
7   Big Water Resort, LLC bank account at Bank of  
8   Clarendon, or a payment out of Big Park Management,  
9   Inc., or BWR, Inc. for any, any liability that was owed  
10   on December 30, 2010, is there?

11          A.   Now, that's not true.

12          Q.   You --

13          A.   Every month when I paid the electric bill, it  
14   was more than what it was supposed to be. Now, it was  
15   illegal. And he admitted to me that it was illegal,  
16   what he did. He just hiked their electric bill because  
17   they wouldn't pay them. He told me. He said, By God,  
18   I called them up, and they said they weren't going to  
19   pay it, so I just hiked their electric bill.

20          Q.   Okay. All right.

21          A.   The CEO told me that.

22          Q.   Okay. So that's why you decided, in December  
23   18th, to write this postcard to everybody and say, Come  
24   on in, we're going to sue TLC Holdings?

25          A.   Because of Black River?

1 Q. Well, that's what you just told me.

2 A. No. You asked me the question as to -- you  
3 said to me, name me one bill that TLC did not pay, a  
4 Big Water Resort. Well, I just named you four or five.

5 Q. I'd like to see you bring that information to  
6 us when you produce those documents that we have  
7 requested and the court has ordered. I want to see  
8 them, okay?

9 A. Let me tell you what they did.

10 Q. No, I don't want you to tell me that. I just  
11 want you to bring those bills.

12 A. They adjusted -- they went -- they came out  
13 and adjusted the electric bill.

14 Q. You just bring me all of those bills that you  
15 say were not paid, okay?

16 Now, let me ask you this. Are you a member of the  
17 class of this litigation?

18 A. No, sir.

19 Q. You're not? Why not?

20 A. Because...

21 Q. Aren't you a member?

22 A. No, sir. I -- I -- I did -- I threw away my  
23 membership.

24 Q. You threw it in the garbage. But you never  
25 cancelled it, right?



1 A. It's still -- no, it was never cancelled. So  
2 whoever -- whoever it was that had it -- but they  
3 didn't want it. They mailed it back and had a big,  
4 nasty note on it. They didn't want it.

5 Q. Mailed it back to you?

6 A. Mailed it back to me.

7 Q. And you assigned it to yourself. And you  
8 became a member of Big Water?

9 A. That's right.

10 Q. That's your testimony, right?

11 A. That's correct.

12 Q. And you never cancelled it on the books of  
13 Big Water? Never cancelled it?

14 A. No. There were so many people cancelling  
15 memberships, until we didn't really make it  
16 necessarily -- Mary Lou handled the cancellations. So  
17 you'd have to ask her about that.

18 Q. But you know you never cancelled your own,  
19 right?

20 A. No, I never cancelled my own.

21 Q. Okay.

22 A. No. But --

23 Q. So -- so you are a member --

24 A. -- I just --

25 Q. -- of the campground?

1 A. No, sir. I don't -- I don't claim I'm a  
2 member of the campground, because I didn't pay \$10,000.  
3 And I didn't buy in when it was bought in. And when it  
4 was sent back to me, it was a no consideration. So I  
5 thought, well, heck, you know, I'll just pay Big Water  
6 \$200.

7 Q. The transfer fee?

8 A. Right.

9 Q. Okay. So it --

10 A. Right.

11 Q. -- was transferred to you, right?

12 A. Right. No. But I just never did it. I  
13 just -- I just --

14 Q. But you just told me a while ago you did.

15 A. I meant to do it. I -- I took it back. They  
16 mailed it to me. It was an opportunity for me to  
17 become a member, but --

18 Q. And you became a member?

19 A. -- I realized -- no. I -- I stopped with it  
20 because I realized that the membership was worthless.  
21 You know --

22 Q. Mr. Hutson, you testified here this afternoon  
23 that when that membership agreement was sent back to  
24 you --

25 A. That's correct.

1 Q. -- that you assigned it to yourself?

2 A. That's right.

3 Q. And you became a member, and you paid the  
4 transfer fee? So at that point in time, you became the  
5 member, right?

6 A. That's --

7 Q. Okay.

8 A. But --

9 Q. And you never cancelled --

10 A. -- I don't --

11 Q. -- that?

12 A. No. Who was I going to cancel it with?

13 Q. Big Water Resort, LLC.

14 A. Well, I was Big Water Resort.

15 Q. No, you weren't. You were M.B. Hutson,  
16 individual, not Big Water Resort, LLC. So the  
17 cancellation would have been to Big Water Resort, LLC.  
18 That is the entity to whom you paid the \$200, right?

19 A. I don't remember if I paid the \$200. I think  
20 I did. But bottom line is, I didn't want to be a  
21 member.

22 Q. Of the lawsuit?

23 A. Hell, I did this a long time before the  
24 lawsuit came along. I mean, it wasn't at the last  
25 second. It was a year before then.

1 Q. What was a year before then?

2 A. I don't know, maybe '13. I had about 15  
3 people that mailed me back their memberships.

4 Q. All right. Well, let's just get this  
5 straight now, and I'll move on.

6 A. All right.

7 Q. One of the members was disgruntled and sent  
8 back to Big Water Resort, LLC --

9 A. About 15 did.

10 Q. One of whom, you said, Well, I'll just become  
11 a member myself?

12 A. I thought about it, yes, sir.

13 Q. No. Did you think about it or did you do it,  
14 Mr. Hutson?

15 A. No, I really never became a member. I  
16 thought about it. I even told a few people that I had  
17 become a member, because I thought it might help the  
18 situation, where I could be one of them, one of the  
19 members. Because I had so many members coming to me.  
20 People were knocking on my door --

21 Q. Now, wait a minute --

22 A. -- day and night.

23 Q. -- Mr. Hutson. You testified earlier that  
24 one of the members sent their membership agreement in.

25 A. You're repeating yourself, but go ahead.

1 Q. And your testimony was, When I received it, I  
2 assigned it to me. And I paid the \$200 transfer fee.  
3 Now, was that untrue?

4 A. I think that was a misstate.

5 Q. "A misstate"? Does that mean it was untruth?

6 A. That means that I -- I -- I did not state  
7 the -- it was --

8 Q. The truth?

9 A. No, it wasn't about truth. What -- I mean,  
10 what -- why do I have to lie about whether or not I got  
11 a membership, for Christ's sake?

12 Q. That's what I'm wondering --

13 A. I had --

14 Q. -- Mr. Hutson.

15 A. Well --

16 Q. Now, look. Now, look. Is your testimony now  
17 the truth or was your testimony earlier in this  
18 deposition the truth? Just say yes or no, neither one  
19 was the truth, both of them are the truth, or what.

20 A. I am accurate in what I'm telling you right  
21 this minute.

22 Q. Okay. So --

23 A. I misspoke --

24 Q. All right.

25 A. -- a few minutes ago, a wee bit.

1 Q. What does "misspoke" mean?

2 A. It means that you say something --

3 Q. That's not the truth?

4 A. -- that you meant different.

5 Q. That's not the truth?

6 A. That you meant to say -- no, you --

7 Q. How can -- how can you mean something else,  
8 when you told me -- when you told me, under oath,  
9 directly, they sent that membership agreement in to me,  
10 I decided I wanted it, I assigned it to me, and I paid  
11 the \$200 transfer fee, then. That's what you said.

12 Now -- now, you're telling me, I really didn't do  
13 that. I thought about it, but I really didn't do it?

14 A. I thought about it.

15 Q. Okay. All right.

16 A. I thought about it. But I thought that it  
17 wasn't the right thing to do.

18 Q. Okay. All right. So now you realize --

19 A. Because if I --

20 Q. -- you did --

21 A. -- bought a membership -- if I -- if I'd done  
22 it, I would have bought it for \$200.

23 Q. Okay. All right.

24 A. And it wasn't worth \$200.

25 Q. But you didn't do it?

1 A. No, I didn't do it.

2 Q. Okay.

3 A. I wished I had.

4 Q. All right. And so now, when you realized if  
5 you had really done what you told me you did earlier  
6 today, you'd be a member of this class, right?

7 A. I don't know if I would or not. It would be  
8 a conflict.

9 Q. What kind of conflict?

10 A. Because I've got issues with TLC about what  
11 they did to me on the sales contract.

12 Q. Don't you think this sales -- I mean, this  
13 class action raises problems with TLC?

14 A. Well, it does. But it's a conflict of  
15 interest, just like Bill Padgett said when I went to see  
16 him. He said, You've got a case there.

17 Q. Okay.

18 A. And you've got --

19 Q. All right.

20 A. -- a case here.

21 Q. Do -- don't you understand, if you were a  
22 member of that campground, you'd be a member of the  
23 class, if there is a class?

24 A. You know what? If I was a member of the  
25 class, at best, I'd get \$25,000 back. And the members

1       only put out about 7,500, \$8,000 apiece. I put out a  
2       couple hundred thousand dollars, and three years of my  
3       life. There is no member that's ever done that.

4           Q.    Okay. And the \$200,000 you're talking about  
5       came out of Big Water receipts, right?

6           A.    It was my money.

7           Q.    Came out of Big Water receipts?

8           A.    That's right.

9           Q.    Right or wrong?

10          A.    I owned the business.

11          Q.    Okay. Now, let me ask you this. You tell  
12       these people that you sent this postcard to --

13          A.    Yes.

14          Q.    How many did you send it to, by the way?

15          A.    I sent it to 400 people.

16          Q.    All right. And you tell these people that  
17       you have been advised with regard to the likelihood of  
18       success. Who told you that?

19          A.    I had -- I called two or three of the  
20       attorneys that had written letters. And then I called  
21       Bill. And then I talked with Bill twice.

22               And Bill begin to indicate that he was interested  
23       in the class action lawsuit, so I was disappointed  
24       because he didn't want to take my case. So I couldn't  
25       say to him -- I -- I think I did I say, you know, well,



1 I'm kind of sorry I mentioned the class action.

2 But he didn't care one way or another. He was  
3 very quiet, very respectful.

4 Q. Mr. Hutson, who told you that anyone who  
5 joins stands a good chance of recovering their money?  
6 Who told you that?

7 A. Getting back their money?

8 Q. Look, I'm reading from your postcard. I'm --  
9 I'm --

10 A. All right. I had --

11 Q. I'm quoting from your postcard.

12 A. I had --

13 Q. Now, listen to me, okay?

14 A. Uh-huh.

15 Q. You say in this postcard, quote --

16 A. Uh-huh.

17 Q. -- Anyone who joins stands a good chance  
18 of --

19 A. Possibly.

20 Q. -- recovering --

21 A. Right.

22 Q. Now, Mr. Hutson, don't interrupt me, okay --

23 A. Okay.

24 Q. -- until I get this in the record.

25 Anyone who joins stands a good chance of

1 recovering their money.

2 Now, my question to you is, who told you that?  
3 What lawyer told you that?

4 A. Bill Padget told me that, and about three  
5 other lawyers told me that.

6 Q. Okay. So at the time you sent this postcard  
7 out, Bill Padget had already talked to you about the  
8 likelihood of success?

9 A. Nope. I sent that out before I ever talked  
10 to Bill Padget --

11 Q. Okay.

12 A. -- about this thing.

13 Q. Okay. My question to you, sir, is, before  
14 December 18, 2013, when you sent this postcard out, who  
15 had told you about the likelihood of success?

16 A. I had talked to several attorneys.

17 Q. Who?

18 A. I don't remember, exactly. Some of the  
19 people that wrote those letters, I called them. And  
20 they said, Well, you know, I've heard of this kind of  
21 stuff going on before. I think these people probably  
22 will have to refund some money.

23 I even called Richard Clark and said to him, Look,  
24 rather than go this route, let me develop the property  
25 and I'll deduct a million dollars out of my proceeds,

1 if y'all will pay a million. And we'll pay the members  
2 and get them out. And then we can run the campground  
3 to the public and make some money.

4 That's --

5 Q. What lawyer?

6 A. -- what we're doing right now.

7 Q. What lawyer, Mr. Hutson?

8 A. I don't remember. I -- I believe I talked to  
9 Ron Nester about it, is one.

10 Q. About a class action?

11 A. Yeah. And he -- he -- he wasn't into a class  
12 action.

13 Q. So he didn't know? He didn't tell you the  
14 likelihood of success?

15 A. Well --

16 Q. Who else did you talk to?

17 A. -- he said -- he said it sounded to him like  
18 that it was a wrongful thing that happened, that wasn't  
19 uncommon. Same as the FBI told me the same thing.

20 Q. You can't remember one single lawyer that  
21 told you there was a likelihood of success? Not one?

22 A. I can.

23 Q. Tell me who it is.

24 A. Bill Padgett, after a while, told me that --

25 Q. I'm talking about before December 18 --

1 A. Oh, I -- I --

2 Q. -- 2013.

3 A. Oh, I had spoken to about four or five  
4 lawyers.

5 Q. Tell me one. Tell me one that told you that,  
6 Mr. Hutson.

7 A. Ness [sic]. Ness told me that.

8 Q. Mr. Nester?

9 A. And then I -- yeah. And then I talked to a  
10 couple of people in Manning. Problem is --

11 Q. Who?

12 A. -- they all -- I don't remember. A guy named  
13 Washington or something like that. But they all had  
14 conflicts of interest of TLC because of Jim Thigpen  
15 getting sued so much.

16 Q. And they said if you filed a class action,  
17 there is a likelihood of success?

18 A. That's right.

19 Q. Okay. And what did you tell them the issues  
20 were?

21 A. Well, I told them -- I told them the story,  
22 just like right here. I told them the story. I laid  
23 it out to them, what I saw to be a fact.

24 Q. Okay. So a lawyer named Washington told you  
25 that and a lawyer named Nester told you that?

1 A. I talked --

2 Q. I'm going to talk to Ms. Nester. Is he going  
3 to tell me that he told you there was a likelihood of  
4 success?

5 A. I don't know what he'll tell you.

6 Q. Okay. Did he --

7 A. He did --

8 Q. -- tell you that? Did he tell you --

9 A. He --

10 Q. -- there was a likelihood --

11 A. He said --

12 Q. -- of success?

13 A. -- to me, It sounds like that something could  
14 be recovered, but I don't do these type cases.

15 Q. Okay. So you told these members -- you wrote  
16 this postcard to anyone who joins stands a good chance  
17 of recovering their money --

18 A. Possibility, that's right.

19 Q. -- based upon --

20 A. A good chance, a possibility, same thing.

21 Read it as --

22 Q. It says --

23 A. -- good chance.

24 Q. It doesn't say "possibility."

25 A. A good chance. All right. A good chance.

1 Q. Good chance.

2 A. All right.

3 Q. And you did that based on Nester telling you,  
4 Sounds like you may recover? And you told all these  
5 people there's a good chance?

6 A. I don't remember who all I talked to. But I  
7 can testify --

8 Q. Okay.

9 A. -- that there was probably six or eight or  
10 ten people. Why? For instance, just like with Paul  
11 Weissenstein, I might have discussed it with him, as  
12 well. I had -- I talked with a lot of different  
13 attorneys. A lot of lawyers just didn't practice in  
14 federal court. Some lawyers just weren't interested in  
15 the case.

16 Q. Why weren't you named as a named plaintiff in  
17 this class action, Mr. Hutson?

18 A. Well, basically, I was. BWR, LLC.

19 Q. I'm talking about --

20 A. That's me.

21 Q. -- in the class action, Mr. Hutson.

22 A. Well --

23 Q. Why aren't you a named plaintiff in the class  
24 action?

25 A. You'd have to ask Bill that question.

1 Q. Okay.

2 A. But I will tell you what he told me. He  
3 said -- I asked him. I said, Are you going to sue me,  
4 if you take this case?

5 And he said, Well, did you sell any of the  
6 memberships?

7 Q. You've told me that, Mr. Hutson.

8 A. Right. Okay.

9 Q. My question to you is, why aren't you a named  
10 plaintiff, not a defendant, a named plaintiff?

11 A. You have to ask him that question.

12 Q. Okay.

13 A. I'm glad I'm not.

14 Q. All right.

15 A. Basically, I am, because I think I still own  
16 BWR -- BR -- BRW, LLC.

17 Q. Okay. All right.

18 A. And if I do, you are --

19 Q. Do you --

20 A. -- the registered agent --

21 Q. Do --

22 A. -- of all things.

23 Q. Yes, sir. Do you expect to recover any  
24 portion, if there is a recovery, in the class action  
25 case?

1 A. No, sir. I won't get a penny.

2 Q. Okay.

3 A. Not a penny.

4 Q. All right. Do you remember the name of the  
5 membership agreement that you bought, Mr. Hutson?

6 A. I don't.

7 Q. When we go into the records and look, will we  
8 be able to find the membership agreement that you  
9 assigned to yourself?

10 A. I -- no, I -- I doubt that.

11 Q. Okay.

12 A. People that sent me back memberships, I  
13 basically put them -- wadded them up and put them in  
14 the trash can.

15 Q. Okay.

16 A. Because I consider them to be worthless, in  
17 the first place.

18 Q. Okay.

19 A. I've actually told a few people that came in,  
20 arguing, I said, Look, why don't you just wake up and  
21 look at it for what it is?

22 Q. Okay. All right.

23 A. How often do you come? How much do you pay a  
24 year for dues? Isn't it cheaper for you just to come  
25 when -- when you want to come, pay a little more money



1 and don't worry about paying your dues and don't worry  
2 about whether or not -- which way Big Water Resort  
3 goes?

4 Q. That's what you told the members?

5 A. I did. I -- well, I had a couple of them  
6 that they -- that they said to me, they approached me,  
7 why am I paying my dues? Because I pay more for dues  
8 than what I do when I camp, because I don't camp but  
9 four days, five days out of a year.

10 Q. Mr. Hutson, let me ask you, why aren't you a  
11 defendant in this case? Why haven't you been sued by  
12 the class plaintiffs?

13 A. I don't know. I've been sued by you. I  
14 don't know.

15 Q. My question to you, Mr. Hutson, is, why  
16 haven't you been sued --

17 A. I have --

18 Q. -- by the class plaintiffs?

19 A. All right. Okay. I have -- I can't answer  
20 that question. You'll have to ask Mr. Padget and --  
21 and Brady Thomas. They're the ones that filed the  
22 lawsuit.

23 Q. Okay. Well, you know, Mr. Hutson, that you  
24 took over the campground in 2010, right?

25 A. At the end of 2010.

1 Q. Right, the end of 2010.

2 A. And it was in the state of bankruptcy and it  
3 was in bad shape when I went there.

4 Q. State of bankruptcy?

5 A. Well, I'm sorry, it was broke.

6 Q. It was broke?

7 A. It was broke, to the point that they were  
8 having to fund 300 -- subsidize \$300,000 --

9 Q. They --

10 A. -- a year --

11 Q. They --

12 A. -- just to keep the doors open.

13 Q. -- didn't do that in 2011, did they?

14 A. No, because I was paying them. I worked the  
15 thing and got the thing going. I began to get more  
16 people coming in.

17 Q. All right.

18 A. That's a fact. I mean, I worked hard at it.

19 Q. Mr. Hutson, didn't you start letting  
20 nonmembers come on the campground?

21 A. I did.

22 Q. Had they been doing that before?

23 A. Yes. They were doing it before I ever bought  
24 the place.

25 Q. Okay. Matter of fact, some of the members

1 complained about that, right?

2 A. Yes.

3 Q. Okay. Well, now, they have alleged that the  
4 nonmembers coming in happened sometime after your  
5 August 2014 letter, okay? Now, that would have been a  
6 time, Mr. Hutson, when you were in complete control of  
7 that campground, wouldn't it?

8 A. 2014?

9 Q. Yes, sir.

10 MR. WILKERSON: 2011.

11 BY MR. BYRD:

12 A. 2014?

13 Q. I'm sorry, 2011. I misspoke.

14 A. I was -- I was in charge of the campground.

15 Q. In August of 2011, okay.

16 A. But I didn't get any of the money that --

17 Q. That --

18 A. -- was paid out.

19 Q. That's not what they're complaining about,  
20 Mr. Hutson.

21 A. Who is "they"?

22 Q. The plaintiffs in this case.

23 A. For the class action?

24 Q. In this class action case --

25 A. Okay.

1 Q. -- that we're sitting here talking about, Mr.  
2 Hutson.

3 A. Because I don't read much about it. In all  
4 honesty, I don't know --

5 Q. Yeah.

6 A. -- everything about the case. When y'all  
7 send me paperwork about their case, I don't do anything  
8 with it. I just set it aside.

9 Q. Well, you're in this case now, aren't you?

10 A. I am, because you sued me.

11 Q. That's right. Now, so you're in the case.  
12 You need to start looking at those documents. But  
13 that's neither here nor there.

14 They have now alleged that the class statute of  
15 limitations could not have begun to run until after you  
16 sent that letter in August of 2011, okay? So from  
17 2011, August of 2011, until Judge James kicked you  
18 off --

19 A. Are you talking about -- excuse me. Are you  
20 talking about the card, the postcard?

21 Q. No, sir. I'm talking about the letter that  
22 you wrote to the members in August of 2011, okay?  
23 Said, Let me clear something up. There are no  
24 nonmembers coming to the campground.

25 Well, that was a lie, too, wasn't it, Mr. Hutson?

1 A. Where is that paper?

2 Q. Do you know not know what letter I'm talking  
3 about?

4 A. I don't.

5 Q. Okay. Well, just suffice it to say, I'm  
6 telling you, you wrote a letter such as that in August  
7 of 2011. And you told them, You're wrong, nonmembers  
8 are not coming on the campground. Yet, you just  
9 testified here today, on several times, that, in fact,  
10 nonmembers were coming on the campground.

11 A. There was a misunderstanding, and I'll  
12 explain it to you.

13 Q. No, now, I don't want an explanation. I want  
14 to know the answer to this question.

15 A. The answer is, no, I was not letting the  
16 outside come in. Now, why don't you ask me why did I  
17 say that?

18 Q. Now, Mr. Hutson, you were, in fact, letting  
19 nonmembers on that property from the day you took over  
20 Big Water Resort, weren't you?

21 A. People were coming, nonmembers in there,  
22 before I ever came there.

23 Q. Okay. All right.

24 A. And what I did, I begin to let people come in  
25 on short-term, weekend-type memberships.

1 Q. Okay. Mr. Hutson, let me ask you a question  
2 before I forget about it. This Wayne person that  
3 you've been dealing with on another real estate deal,  
4 whose name you can't remember, you've got him in your  
5 telephone, don't you? Give us his telephone number. I  
6 know you do, because you've been calling him. You  
7 called the wrong person. Now, give me his telephone  
8 number, Mr. Hutson.

9 A. I'm not sure that I have that guy's phone  
10 number. What happens is, your phone takes calls, as  
11 you -- and then it erases them, after you've taken,  
12 like, 80 calls in. And I take in --

13 Q. Now, Mr. Hutson --

14 A. -- like, 80 calls a day.

15 Q. -- let me ask you a question. Do you or do  
16 you not have this person's telephone number in your  
17 phone this minute?

18 A. I don't.

19 Q. Okay.

20 A. I don't.

21 Q. All right. Let me see your cell phone.

22 A. I don't think that I should show you my cell  
23 phone.

24 Q. Okay.

25 A. You get a court order for it, and I'll let

1 you see it.

2 Q. Are you afraid that I will find something  
3 there that is inconsistent with what your answer --

4 A. No, sir.

5 Q. -- just was?

6 A. I don't think that I need to go through your  
7 cell phone. I don't think that you have a right to go  
8 through my personal cell phone.

9 Q. All right. So your testimony right now, as I  
10 understand it, is, you don't have Wayne's telephone  
11 number in your phone?

12 A. No, sir.

13 Q. All right, sir.

14 A. That was an ironic call. And --

15 Q. To me?

16 A. -- not only --

17 Q. That call to me?

18 A. Not only to you. Look, you make it sound  
19 like I was doing a whole bunch of business with this  
20 person. I wasn't. Every day of my life, almost, I get  
21 some sort of phone call about a piece of property,  
22 because I'm always looking for a piece of property.

23 Q. Now, Mr. Hutson, you called me on the  
24 telephone. And I answered the telephone. And you  
25 started talking to me about a piece of property.

1 People were asking \$2.2 million for it, but you thought  
2 you could buy it for a million five. And you went on  
3 about this deal.

4 A. And I never went a day further with it.

5 Q. And --

6 A. That was it.

7 Q. And I said, Mr. Hutson, what are you talking  
8 about? Because I know I didn't know anything about it.

9 And you said, Oh, I'm talking to the wrong Wayne.

10 A. That's right.

11 Q. Now, you're the one that placed the call, so  
12 you must have had that Wayne's telephone number in your  
13 phone, right?

14 A. They called me. I called them back.

15 Q. Okay.

16 A. And I don't have that number.

17 Q. Okay.

18 A. Now, people call me about real estate. I  
19 talk to them about it. And then I never talked to them  
20 again about it.

21 Q. Okay.

22 A. Because maybe it's got situations with the  
23 property that's not feasible.

24 Q. Okay.

25 MR. BYRD: Mark this as the next exhibit,



1 please.

2 (Exhibit No. 124 marked for identification.)

3 BY MR. BYRD:

4 Q. Mr. Hutson, I'm showing you a document which  
5 is your e-mail to me, John Wilkerson, Brady Thomas,  
6 Matt Hamrick, Bill Padget, on March 24, 2015, okay?

7 First of all, I want to know why you were -- sent  
8 this to Matt Hamrick?

9 A. I don't know.

10 Q. You had already fired him, hadn't you?

11 A. I don't know what you're talking about. Now,  
12 you're reading something I'm not reading. Okay. Okay.  
13 Right here?

14 Q. Evidently so.

15 A. Yes, sir, I wrote that.

16 Q. All right. Well, I know you wrote it. Ain't  
17 no question about that. My question is why you sent it  
18 to Matt Hamrick?

19 A. That was probably by accident.

20 Q. Oh, okay. Well, let me ask you why you sent  
21 this e-mail to me and John Wilkerson?

22 A. Because I feel that you have conflict of  
23 interest. You are the registered agent for a  
24 corporation, for an LLC that I still own. It's never  
25 been foreclosed on.

1 Q. So but why --

2 A. Now, you have voting rights. But y'all never  
3 foreclosed on the -- on the LLC. Yet, you, who  
4 represents these people, are -- are the registered --  
5 is the registered agent. Now, I call that a conflict  
6 of interest.

7 Q. Okay. Mr. Hutson, what I'm asking you is,  
8 why you sent this e-mail? What was the purpose of it?  
9 What did you expect to happen as a result of it?

10 A. Just to put you on notice that I was  
11 contemplating filing -- filing some stuff.

12 Q. Okay. And so why did you think I needed to  
13 know that you were contemplating that? You think I  
14 cared?

15 A. I'll make sure not to send anything else.

16 Q. My question is, did you think at that time I  
17 would be concerned about you sending this e-mail?

18 A. I just wanted you to know. That was it. I  
19 didn't care if you were concerned about it or not. But  
20 I won't send you any more.

21 Q. Now, Mr. Hutson --

22 A. Whatever I do, I'll do.

23 Q. -- the fact of the matter is, this was a  
24 threat, wasn't it?

25 A. It wasn't a threat. It was a fact. You are

1 the registered agent for my business.

2 Q. That's not what you said here. That's not  
3 what you said here at all. You said, I plan to bring a  
4 new complaint against Richard Clark, Steve Lovell and  
5 James Thigpen for partnering -- partnering with both  
6 Wayne and John, knowing that this was a conflict of  
7 interest.

8 A. I was talking about that registered agent,  
9 you. Now, what do you mean --

10 Q. How --

11 A. -- it's something different? That's exactly  
12 what it was talking about.

13 Q. Okay. And so this was a threat that you were  
14 going to do something, right?

15 A. No, sir, it's a fact.

16 Q. So you are going to file a complaint?

17 A. I do plan to.

18 Q. A new lawsuit?

19 A. I do plan to.

20 Q. Okay. When are you going to do that?

21 A. That's my business.

22 Q. Okay. All right. But you are going to do  
23 it?

24 A. That's my business.

25 Q. You got a lawyer that's going to help you

1 with it or is that going to be pro se, too?

2 A. I may do pro se.

3 Q. All right.

4 (Exhibit No. 125 marked for identification.)

5 BY MR. BYRD:

6 Q. All right. Here's 125. Take a look at that.

7 It's later on that same day. Getting fired up, or  
8 what?

9 A. Yep, I was getting fired up.

10 Q. Okay. You sent the first one out at 4:03?

11 A. Yep.

12 Q. Then you sent one out at 4:13, so didn't take  
13 you long to follow up, did it?

14 A. Nope.

15 Q. All right. And this one says, also to Matt  
16 Hamrick, Subject, Notice. While my motions sit before  
17 the court.

18 What motions you talking about?

19 A. I've got a motion that I filed stating  
20 various things, which you have a copy of. And the  
21 federal judge has assigned it to a federal judge --

22 Q. A magistrate --

23 A. -- for a hearing.

24 Q. -- judge?

25 A. Right.

1 Q. Okay.

2 A. That's the motion I was talking about.

3 Q. That's one motion.

4 A. Right.

5 Q. Well, this is plural. While my motions sit  
6 before the court.

7 A. Right. Well --

8 Q. What other motions --

9 A. -- you're asking me what do I plan to do  
10 based on --

11 Q. No. Here's --

12 A. -- the possible --

13 Q. Here's my question, okay?

14 A. I know what. You want to know what I'm  
15 getting ready to do. That's the question, right?

16 Q. No. Here's my question. What motions do you  
17 believe on March 24, 2015, were sitting before the  
18 court? That's what I'm asking you. You told me about  
19 one, okay, to set aside the deposition transcript or  
20 the examination that was taken in the bankruptcy court.

21 Now, by the way, you know that was taken pursuant  
22 to a bankruptcy court judge order, don't you?

23 A. I'm aware of everything in that whole  
24 situation.

25 Q. Okay.

1 A. Including the allegations that y'all made  
2 against me during that deposition.

3 Q. Okay. You are aware, are you not, that Judge  
4 Waites issued an order giving us the authority to  
5 conduct that examination?

6 A. Oh, I'm very much aware of that.

7 Q. Okay. And you think there's something wrong  
8 with that?

9 A. I'm positive there's something wrong with it.

10 Q. And what is it?

11 A. It's -- it's an ethics violation, at the very  
12 least.

13 Q. Okay. All right. Let's see what you say  
14 here.

15 A. For instance, you've been a lot more  
16 considerate to me today than what you were when nobody  
17 else was in the room. I got eaten alive for three  
18 solid days.

19 Q. Mr. Hutson, I didn't take -- do any  
20 examination of you while nobody else was in the room,  
21 did I?

22 A. I said I was the only person there. But the  
23 three of y'all ate me alive for three days. And y'all  
24 asked questions that were absolutely uncalled for,  
25 unnecessary. And, anyhow, we'll see how it turns out.

1 Q. Okay. Let's see what you say in this one,  
2 Mr. Hutson.

3 A. Now, what does this have to do with the class  
4 action or this deposition?

5 Q. Your threats against the lawyers that are  
6 representing people in the class action is what this  
7 has to do with, Mr. Hutson. This e-mail right here is  
8 about this litigation. Your motions which sit before  
9 the court are sitting before the court in this case,  
10 correct? You understand that, right?

11 A. Okay.

12 Q. Okay. So that's what it has to do with this  
13 case.

14 A. Well, I may surprise you shortly.

15 Q. It says here, Please note that I will give  
16 notice that I wish to take both attorneys' depositions  
17 and perhaps Richard Clark's and Steve Lovell's. Proper  
18 service shall occur.

19 First, don't you know that Richard Clark and Steve  
20 Lovell have already given their depositions?

21 A. Yes.

22 Q. Okay. Do you understand you can't take them  
23 again?

24 A. I didn't subpoena those people.

25 Q. Do you understand you can't take them again,

1 Mr. Hutson?

2 A. Nope, I don't -- I didn't understand that.  
3 You giving me legal advice?

4 Q. Well, I'm telling you what the rules say.  
5 And you, in fact, examined both of those deponents,  
6 didn't you?

7 A. Yeah.

8 Q. Okay. All right. And then you say you're  
9 going to take both attorneys' depositions. Is that  
10 John Wilkerson and me?

11 A. I don't -- I don't wish to comment on that,  
12 based on pro se.

13 Q. Mr. Hutson, I'm going to tell you, you have  
14 to answer that question. That's not a basis not to  
15 answer the question. I don't care --

16 A. You're asking me about a legal procedure.

17 Q. No, I'm not. You have said, Please know that  
18 I will give notice that I wish to take both attorneys'  
19 depositions.

20 Now, you sent that to me and you sent it to John  
21 Wilkerson, among others, okay?

22 A. Frankly, I think you and Wilkerson needs to  
23 be set aside as attorneys in this case because of a  
24 conflict of interest.

25 Q. Okay. Well, you need to take appropriate



1 action to see that that happens.

2 A. Well, maybe I am.

3 Q. Okay. Maybe so. Now, are the two attorneys  
4 you refer to in Exhibit 125 me and John Wilkerson?

5 A. Certainly you.

6 Q. Well, who is the other one?

7 A. I'm not going to answer that question.

8 Q. Mr. Hutson, you've got to answer the  
9 question, now.

10 A. Take it before the judge.

11 Q. All right.

12 A. I'm -- I'm refusing. I object to answer the  
13 question, based on the fact that I represent myself  
14 as a -- as pro se, as attorney.

15 Q. Okay.

16 A. So it's -- it's client-attorney privilege, in  
17 a sense. I see no reason why I need to give you my  
18 theory of how I'm going to act or commit or do.

19 Q. I know. But, Mr. Hutson, you're the one that  
20 sent this e-mail to us.

21 A. That's right. And I said what I said, and  
22 that was it.

23 Q. Well, at 4:03 P.M. on that day you say, In  
24 addition, I plan to bring a new complaint against  
25 Richard Clark, Steve Lovell and James Thigpen for

1     partnering with both Wayne and John, knowing that this  
2     was a conflict of interest?

3             A.     Right.

4             Q.     How dare you lawyers would do such a thing?

5             A.     That's right.

6             Q.     And then, at 4:13 P.M. on that same day you  
7     said, Please know that I will give notice that I wish  
8     to take both attorneys' deposition.

9             So weren't you talking about John and me?

10            A.     I was talking about the people that gave you  
11     permission. And I don't know who those people are. If  
12     you'd like to tell me who they were, I'd be glad to  
13     hear that right now. If not, I'd have to take your  
14     deposition to find out. But I think there's conflict  
15     of interest. I think you're out of line. And I think  
16     they're responsible. Somebody had to ask you to take  
17     that position.

18                   (Exhibit No. 126 marked for identification.)

19     BY MR. BYRD:

20            A.     How can you represent my LLC?

21            Q.     Exhibit 126. You sent this to John Wilkerson  
22     and me. You sent it to Carlyle Cromer, Bill Padget,  
23     Brady Thomas, and your Gmail account. And you say,  
24     Subject, Freedom of Speech is a power tool for there  
25     are over 30 million companies and people who are on the

1 same site.

2 Now, did that appear in the subject line by error  
3 or did you intend to say something else about Freedom  
4 of Speech.

5 A. No, I -- I said what I said.

6 Q. Okay. So the subject line was what you  
7 intended to say, right?

8 A. It's exactly the way I said it. It's not a  
9 threat.

10 Q. Okay. All right.

11 A. Nothing -- nothing about a threat.

12 Q. I didn't say anything about a threat --

13 A. It's just factual.

14 Q. -- here. Okay.

15 (Exhibit No. 127 marked for identification.)

16 BY MR. BYRD:

17 Q. This is your e-mail of May 15, 2015. That  
18 was this past Friday?

19 A. That's right.

20 Q. Okay. And this one goes to John Wilkerson  
21 and me, Bill Padget, Brady Thomas, Carlyle Cromer. Any  
22 particular reason you're leaving Mr. Dukes out of these  
23 e-mails?

24 A. I really didn't know about him.

25 Q. Okay. All right. Well, here's what you

1 said. Mr. Byrd, since you have made it a point to  
2 bring the Web site up regarding me, I will likewise  
3 list multiple facts about TLC, its members, realtors  
4 including listing all judgments, conflicts of interest,  
5 suits, and other factors, and perhaps a few attorneys  
6 who have been less than truthful, fair, on the same Web  
7 site.

8 A. Right.

9 Q. So is that what you're planning to do?

10 A. Most likely.

11 Q. Okay. Then you say, Apparently, you enjoy  
12 playing this crude style of business. I likewise can  
13 do the same. Remember, you started it. Your clients  
14 have beat 1,000 families out of private memberships,  
15 plus millions of dollars, and have been sued many  
16 times, which still allow standing judgments. I think  
17 my appearance in court will fare off better than you  
18 and your clients. If I am mistreated during  
19 depositions or cross-examinations, I won't hesitate to  
20 file motions to protect myself as pro se.

21 Now, was that a threat?

22 A. No, it's just simply a statement.

23 Q. Okay. Well, why did you make the  
24 statement?

25 A. Well, I won't send any more statements.

1 Q. But why did you then, on May 15, 2015, at  
2 9:12 P.M.?

3 A. Putting you on notice.

4 Q. Of what? You're not happy about what I did?  
5 Is that what you wanted to put me on notice about?

6 A. That's right. I'm not happy about what you  
7 did. I know you did it for -- I know the very reason  
8 you did it.

9 Q. What -- what was the reason I did it?

10 A. You tried to hurt my credibility, and to  
11 embarrass and shame me.

12 Q. Do you think those facts and circumstances do  
13 adversely impact your credibility?

14 A. Possibly.

15 Q. Okay.

16 A. Maybe you have should some against you and  
17 then we could ask that question to you.

18 Q. Okay.

19 (Exhibit No. 128 marked for identification.)

20 BY MR. BYRD:

21 Q. All right. Let's take a look at Exhibit No.  
22 128.

23 A. Okay.

24 Q. You sent this one to the same folks as the  
25 one before?

1 A. Right.

2 Q. About 22 minutes later. And you say, In  
3 addition, I have been defrauded, lied to, taken  
4 advantage of, misrepresented to, had to deal with many  
5 misrepresentations costing me monies, improper and  
6 illegal lack of disclosures, tricked, again costing me  
7 monies, time, and far more.

8 A. That's totally true.

9 Q. Well, that's what you've been harping on  
10 for -- since 2011, when you got sued in state court, to  
11 throw you off of the property. You've been saying  
12 that. You said it all in 2012.

13 A. And I'll say it to a federal jury.

14 Q. And then you signed the settlement agreement  
15 in 2012, okay?

16 A. I -- I know where you're going with that  
17 settlement agreement. I don't -- I don't buy that  
18 settlement agreement.

19 Q. Where am I going?

20 A. You're -- you -- you know where you're going  
21 with that.

22 Q. Where am I going?

23 A. It's not -- it's not going to work.

24 Q. Where am I going with it, Mr. Hutson?

25 A. I think we're wasting our time, man.

1 Q. Well, you say I know, but I don't know.  
2 Where are you going? Where am I going? What are you  
3 talking about?

4 MR. BYRD: Let's take a break.

5 MR. CARR: Off the record at 5:22 P.M.

6 (A brief recess was taken.)

7 MR. CARR: We're on the record at 5:30 P.M.

8 BY MR. BYRD:

9 Q. Mr. Hutson, I don't have any further  
10 questions.

11 CROSS-EXAMINATION BY MR. THOMAS:

12 Q. All right, Mr. Hutson. I'm Brady Thomas. I  
13 represent the plaintiffs in this case.

14 There was some testimony earlier today about a  
15 meeting that you had with the principals of TLC  
16 Holdings, or at least two of them, Mr. Clark and  
17 Mr. Lovell, in December of 2010. Do you remember  
18 that?

19 A. I do.

20 Q. And isn't it true that you made clear to  
21 these members, in December 2010, that you were not  
22 going to continue the club because you were going to  
23 develop the property?

24 A. You mean the campground?

25 Q. Uh-huh.

1 A. Yes, sir. Yes, sir, that's right.

2 Q. And isn't it true that you also told  
3 Mr. Clark that you had no experience in operating the  
4 campground, at that time?

5 A. I told them that I had never operated a  
6 campground. He asked the question, and I -- my -- that  
7 was my response.

8 Q. And what, if anything, did Mr. Clark tell you  
9 about their intentions of -- with regard to the club,  
10 if -- if you didn't come in and do this purchase at  
11 that time, in December 2010?

12 A. They told me they were going to shut the  
13 place down.

14 Q. And why is that? What did they tell you?

15 A. They didn't tell me.

16 Q. And after you took over Big Water Resort,  
17 LLC, you didn't receive any compensation from any  
18 members on any contracts after that time; isn't that  
19 correct?

20 A. Not -- no.

21 Q. Where were the tail payments going for people  
22 who had financed?

23 A. To TLC. I collected them. They came in.  
24 But it was in the contract that I was to forward them  
25 to TLC, and I did.



1 Q. And you made clear to these principals of Big  
2 Water Resort, LLC, in December 2010, that you intended  
3 to develop a public residential subdivision and not a  
4 campground; isn't that correct?

5 A. Yes. Of course. Now, there was only two  
6 members there. Thigpen was not there.

7 Q. Who were the two members that were there?

8 A. Richard Clark and Steve Lovell.

9 Q. Where did that meeting occur?

10 A. It -- it occurred in -- in Chattanooga, I  
11 believe, it was, Tennessee, in a restaurant.

12 Q. Earlier in your deposition testimony, you  
13 mentioned sitting at a Shoney's and somebody telling  
14 you that Big Water Resort was a failure?

15 A. Oh, that was Thigpen.

16 Q. When was that?

17 A. That was in the last three months, I guess,  
18 four months.

19 Q. Like, recently?

20 A. Yes.

21 Q. What all did he tell you?

22 A. It was right after the restaurant was open.  
23 He came over to the restaurant. And I saw him, so we  
24 chatted for a minute. And I asked him, would he be  
25 kind enough to have a sit-down talk with me? And he

1 said he really didn't want to, but he said, yeah, he'd  
2 do it. But he said, Not here.

3 And I said, Which way are you headed when you  
4 leave here?

5 And he said, I'm headed back towards Summerton,  
6 which is close to Shoney's.

7 So I said, Would you meet me over at Shoney's and  
8 let's talk for a few minutes? He said, Yes.

9 So I met him there, just he and I at a booth.

10 Q. And what did y'all talk about?

11 A. Well, I asked him, because I couldn't  
12 understand. At that time, I honestly -- I'm ashamed to  
13 say it, but I could not understand. I asked him why  
14 would TLC want to evict me, when I'm the only one  
15 that's ever given them any money, short of the initial  
16 memberships giving them money? And I didn't understand  
17 why they wanted to kick me out, so -- since I had built  
18 up the business. And I had. More people were coming  
19 there by far than were before I bought. I can document  
20 that.

21 And so he -- I said, So, again, why do you think  
22 this?

23 And he says, Because -- did it -- oh, he said --  
24 Did it ever occur to you that they just might have to  
25 have the property back?

1 And I said, No. No, that has not occurred to me.  
2 Because they're getting money. You know, I paid them a  
3 lot of money, tens of thousands. And I was taking a  
4 whipping over there on the campground. And I was  
5 trying to get the approvals finished.

6 And he said, Well, they might have some  
7 obligations to the members.

8 So that was about the end of the conversation.

9 Q. Okay. So when you and -- and maybe I didn't  
10 understand. So earlier, when you said just within  
11 the -- the past couple of months, you're talking about  
12 the last couple of months that you were in control of  
13 Big Water Resort?

14 A. Right.

15 Q. Okay. At any time, did any -- any of Clark  
16 or Lovell or Thigpen tell you that you need to run off  
17 members of Big Water Resort?

18 A. Yes.

19 Q. Who told you that?

20 A. Richard Clark.

21 Q. How early on did he tell you that?

22 A. I called him about the second or third month  
23 that I was there. He didn't say it exactly like that.  
24 What he said was -- I was complaining to him. Look,  
25 you know, we got -- we got no business here. And I'm

1 having to pay \$10,000 a month. You know, what's going  
2 on?

3 And he said, Well -- I said, What -- do you have  
4 any suggestions?

5 And back then, we were really on good terms.

6 And so he said, Well, Mr. Hutson, if you look at  
7 your contract, he said, there's a sentence in the  
8 contract that states that you can raise the rates.

9 And so -- and I knew what he was talking about,  
10 because I had already seen the -- the membership  
11 agreements by then. But, in my opinion, it didn't mean  
12 to raise them, like, 500 percent. It meant raise  
13 them -- talking about them to be raised just a little  
14 bit.

15 So he said to me -- this is verbatim quote, best I  
16 can remember. He said, You can just hike it as high as  
17 you want it, then they won't pay their yearly dues.  
18 They're in default. They're out. And you can rid  
19 yourself of the members.

20 Q. And then --

21 A. Well, ashamed to admit it, but that's just  
22 about what I started doing.

23 Q. And at that time, you and Mr. Clark both  
24 stood to benefit from the development and sale of the  
25 property; is that correct?

1           A.    That's right. They were to get 35 percent of  
2   each sale.

3           Q.    And if the property had been sold out, they'd  
4   had been paid a total of \$6 million; is that right?

5           A.    Well, there was a clause in the contract that  
6   said if I didn't pay by a certain time, I owed them an  
7   extra million. That's what the contract read. But I  
8   really thought that I could get it for \$6 million,  
9   which was real -- still a high price. It was  
10   overpriced. But, yes, they would have -- they would  
11   have gotten paid out. And I would have made a few  
12   million dollars. Because the campground was never  
13   going to do anything, financially.

14          Q.    Yeah.

15                   (Exhibit No. 129 marked for identification.)

16   BY MR. THOMAS:

17          Q.    This is Exhibit 129. And I hand it to you.  
18   Mr. Hutson, what is this document?

19          A.    It was basically my way of sending out a  
20   letter to all the members that -- letting them know  
21   that I was actually going to start taking in the public  
22   on a trial basis. Because the same as the people that  
23   presently run it now have testified, that the  
24   campground simply can't carry itself. So I thought it  
25   best to go ahead and disclose it to the members, that

1 this is what I was planning on doing.

2 Q. And prior -- prior to that time period, that  
3 August 2011 time period, isn't it true that you were  
4 allowing prospective members to come out to -- to see  
5 the campground and have access to it on a short-term  
6 basis, in hopes that they would buy full-time, private  
7 membership?

8 A. No, that was not -- no, that's not correct.  
9 When Richard Clark told me that he was not selling any  
10 more memberships, and that's right after I bought the  
11 campground, and after I began to look and see the  
12 situation, I reached a conclusion that it was a stupid  
13 idea in the first place, to give a contract that would  
14 be for 60 years for somebody to use your property. So  
15 I -- I -- I just decided that, okay, I'll -- I'll sell  
16 some memberships. And they'll just be real tiny in  
17 expense, you know, like four dollars, five dollars per  
18 trip, ten dollars per trip. But it's only for, like, a  
19 week or two weeks. And my intent was never to -- to  
20 try to sell lifetime memberships. It would be a  
21 terrible mistake. The same as Clark and them are  
22 aware, it's a terrible mistake.

23 As a matter of fact, I -- I actually figured,  
24 based on the operation of campground being around  
25 \$400,000 a year to operate it, it was around 550, until

1 the staff was cut. I don't know what it is right now.  
2 But if -- if I or if TLC ran that campground for a  
3 duration of, let's say not 60 years but 52 years, 54  
4 years, based on some time has elapsed already, it would  
5 cost them about 38 to \$39 million.

6 Q. Okay. And, Mr. Hutson, what's the date of  
7 this letter?

8 A. August 19, 2011.

9 Q. In the bottom paragraph that bleeds on from  
10 page one to page two it says, Regarding the issue  
11 taking in the public, please let us clear this up. The  
12 same as each member used to be (public prior to  
13 becoming a member) other outsiders who express an  
14 interest are being considered. The only difference is,  
15 we allow prospective new members to visit our park  
16 under a trial membership, which allows us the  
17 opportunity to observe that potential member for longer  
18 yearly memberships. All new members will and do pay  
19 more money for each visit for campsites and cabin  
20 sites.

21 At that time, in August 2011, that was the access  
22 that you were giving, as described in that paragraph,  
23 to the outside public, was for prospective memberships;  
24 isn't that correct?

25 A. That's correct. And there was something that

1 was a little bit -- that you read, that I didn't write  
2 exactly right. And it covered the -- when I said that  
3 I would be -- then that would give me an opportunity to  
4 try people, see if they were good or not, because we  
5 had a lot of bad people.

6 One person that -- that Mr. Byrd was asking  
7 earlier about, where did all this money go? You know,  
8 and I just made a couple quick notes. I paid one  
9 family \$1,200 in cash, of which I have the receipts,  
10 because I had the police over there so often because of  
11 them, just to get them to move, because they were  
12 tearing up the cabin. I couldn't get them out fast  
13 enough. And I paid them in cash. Things like that  
14 went on all the time.

15 I paid Lisa Baxley \$1,000 to come over for one day  
16 and -- and talk to Mary Lou about running the books.

17 But go ahead.

18 Q. Okay. So you're allowing outsiders who are  
19 prospective members in, in August 2011, as -- as stated  
20 in this -- this letter. This is a true statement,  
21 right?

22 A. That's -- yes.

23 Q. And about six months later, sometime in 2012,  
24 because of the financial condition that -- that you  
25 inherited this -- this club in, you opened it up to the



1 general public as an at-large; isn't that right?

2 A. We always took the members. But we would  
3 take every person that we could coming in from the  
4 public. We didn't have no choice. The same thing that  
5 they're doing right now.

6 Q. And -- and -- and -- and that choice was  
7 forced upon you sometime in the spring of 2012?

8 A. That's correct.

9 Q. And you were forced to do this because of the  
10 financial condition, even though that you knew it was  
11 in breach of Big Water Resort's, LLC's contract, which  
12 required that the club membership be private?

13 MR. WILKERSON: Object to the form.

14 BY MR. THOMAS:

15 A. That was one of the biggest complaints that I  
16 had from members, was the fact that -- the fact that it  
17 was private no longer existed. And people begin to  
18 realize. It got to a point where, when I had a full  
19 house, people who were members would go around and  
20 actually ask other people if they were members or not?  
21 It -- everybody became that concerned about it.

22 Q. And -- and this conversion, the same way they  
23 operate it today, that's something that you were forced  
24 to do because of the poor financial condition that you  
25 bought this company in?

1 A. That's right.

2 MR. CARR: This is the end of tape number six  
3 in the deposition of M.B. Hutson. We're off the record  
4 at 5:46 P.M.

5 (Discussion held off the record.)

6 MR. CARR: This is tape number seven in the  
7 deposition of M.B. Hutson. We're on the record at 5:47  
8 P.M.

9 BY MR. THOMAS:

10 Q. And -- and, Mr. Hutson, what -- isn't it true  
11 that the company couldn't have survived unless you  
12 opened it up to the general public?

13 A. Right. And it's the same testimony that you  
14 had from this gentleman sitting right over there -- we  
15 took his deposition recently -- that owns -- that owns  
16 it now, or is running it, managing it.

17 Q. And -- and, really, the -- that's because  
18 you -- you didn't have TLC's subsidy -- subsidize or  
19 paying for the operations while you were operating?

20 A. Obviously.

21 Q. Isn't it true that the meeting that you had  
22 with the principals from TLC, when they decided to sell  
23 you the club for ten dollars, that meeting lasted less  
24 than two hours, in a restaurant in Tennessee?

25 A. It was about two hours.

1 Q. You mentioned Susan Stroman earlier, your  
2 interactions with her. Did she inquiry as to any of  
3 your background, when -- when she started dealing with  
4 you in connection with this sale?

5 A. No.

6 Q. Was the property formerly listed for sale,  
7 when -- when you dealt with Ms. Stroman?

8 A. Well, when I spoke to Susan, she did not  
9 bring up the property, Big Water Resort, when I called  
10 her. I called her simply by accident. Now, it's been  
11 said that I called Renee first. And maybe I called  
12 Renee first. But Renee somehow said that Susan knew  
13 more about the campground.

14 And -- and, later, I found out that she did.  
15 Because she tried to buy it, Susan did, before I signed  
16 the contract to buy it. And she backed out, because  
17 she went in depth with me about it.

18 But -- please restate the question.

19 Q. Oh, yeah. Was the -- was the property, like,  
20 formerly listed for sale?

21 A. Oh, no. She said -- she told me about two or  
22 three properties. And didn't sound really good. And  
23 then she said, Oh, by the way, she said, I've got one  
24 property, sort of like a hush-hush, or something to  
25 those words. We can't list it, but we're trying to

1 sell it. And it's a great deal. It's a campground and  
2 you can develop. And right now it's got like a -- so  
3 many cabins and so many campsites on it.

4 And I said, Yeah, but I want to develop.

5 She said, You know what you could do? You  
6 could -- you could cut down the size of the campground  
7 to only about 20 -- 20 spots, maybe 15 campsites. And  
8 you could put them over behind the service station.

9 Which, if that had actually happened, the members  
10 would have set fire to the place.

11 (Discussion held off the record.)

12 BY MR. THOMAS:

13 Q. Did -- who is Ms. Roark?

14 A. Who is who?

15 Q. Ms. Roark, Renee, Renee Roark?

16 A. Oh, Renee? Renee is the other real estate  
17 agent.

18 Q. And how do you say her last name? Am I  
19 saying it wrong?

20 A. I just call her Renee.

21 Q. Who is she?

22 A. She was the realtor -- realtor that perhaps I  
23 might have called originally, when I made the call.  
24 What I did, I just looked up on the Internet phone  
25 numbers for people in that area, realtors. And I

1 called. And she just happened to answer the phone.

2 And...

3 Q. Did anybody end up serving as your agent in  
4 this transaction?

5 A. Yes.

6 Q. Who is that?

7 A. As a matter of fact, Susan Stroman. I have a  
8 contract with Susan. What happened was, Clark agreed  
9 to pay Susan the real estate commission, okay? So when  
10 we signed the contract, Clark, Lovell, myself agreed  
11 that we would not show the contracts to the realtors,  
12 even though realtors had helped put together the deal,  
13 which is very rare. Okay. And Susan was very  
14 inquisitive about why was that happening. So at the  
15 time, the contract read that TLC was going to pay Susan  
16 and Renee 300,000 -- \$350,000.

17 And then Susan calls me one day and says that  
18 Richard has changed his mind, he's only going to pay  
19 \$300,000.

20 And then, later, Richard talked to me and said,  
21 Look -- when we got into this conflict about default,  
22 he said, You know, one of the conditions is that you  
23 pay the real estate commission.

24 So I had to then enter into a new contract with  
25 Susan, which I have a copy of, not with me but I'll

1 have it. And, in essence, Susan was obligated to me  
2 and I was obligated to Susan.

3 So all of a sudden, during the time that my  
4 contract is still active with Susan, lo and behold,  
5 when I'm close to being kicked out, she's over there  
6 negotiating with Richard Clark and Steve Lovell to buy  
7 the campground or to lease it, while she's still got a  
8 real estate agreement with me, which I consider to be a  
9 conflict of interest, big time. How could she dare  
10 represent them to manage something that I bought and  
11 put a lot of money in it, when she helped sell it? And  
12 so I have a real problem with that.

13 Q. Mr. Hutson, I -- I grossly overestimated how  
14 much -- how long I was going to have questions for.  
15 I -- I don't have any questions. Please answer --

16 A. I would like to say one more thing, if I may?

17 Q. Sure.

18 A. This is just -- it's just an -- an opinion.  
19 It would seem logical to settle with six people than it  
20 would, perhaps, 1,001 persons.

21 Q. Thank you.

22 MR. THOMAS: Any questions?

23 MR. WILKERSON: Off the record.

24 MR. CARR: Off the record at 5:54 P.M.

25 (A brief recess was taken)?

1 MR. CARR: We're on the record at 6:01 P.M.

2 MR BYRD: As far as we're concerned, we have no further  
3 questions of Mr. Hutson.

4 MR. THOMAS: We don't, either.

5 MR. CARR: This concludes tape number seven  
6 and the deposition of M.B. Hutson. We're off the  
7 record at 6:01 P.M.

8 (The deposition concluded at 6:01 P.M.)

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## C E R T I F I C A T E

STATE OF SOUTH CAROLINA:  
COUNTY OF DORCHESTER:

I, MARY ANN RIDENOUR, Registered Professional Reporter and Notary Public, State of South Carolina at Large, certify that I was authorized to and did stenographically report the foregoing deposition of M.B. Hutson; and that the transcript is a true record of the testimony given by the witness, and was sworn as such.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

WITNESS MY HAND AND OFFICIAL SEAL this 2nd day of June, 2015, in the Town of Summerville, County of Dorchester, State of South Carolina.



---

Mary Ann Ridenour, RPR, CLR  
and Notary Public  
My commission expires:  
March 14, 2021



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From: Hood, Robert E. Law Clerk (Katherine Heil) <rhoodlc@sccourts.org>  
Sent: Friday, October 23, 2020 12:20 PM  
To: J. R. Murphy; John M. Grantland; Tim J. Newton; lbaer@collinsandlacy.coml; hutson4444@gmail.com; Christian Stegmaier  
Subject: Penn America v. Morris Beach Hutson, 2020CP4003810

Good Afternoon,

Hope all is well. The court has reached a decision on the motions heard October 15.

Plaintiff Penn America Insurance Company's Motion for Injunction is granted. Defendant Hutson cannot file anything against Penn America, Global, Murphy & Grantland, Collins & Lacey, Tim Newton, Christian Stegmaier, John Grantland, or anything in relation to what Judge Nettles already ruled on without a lawyer until the court of appeals case is concluded. Mr. Stegmaier, please draft a proposed order to that affect and submit it via e-file to Judge Hood. Defendant Hutson's Motion for Temporary Injunction and Amended Cross Complaint is denied. Mr. Stegmaier, please also draft an order on that.

Third-Party Defendants Motion to Dismiss is granted. Mr. Grantland, please draft an order and submit it via e-file.

Finally, Penn America's remaining motions to stay/strike are granted. Mr. Stegmaier please also draft an order on that. Have a good weekend and thank you all!

Best regards,

KATE HEIL

Law Clerk to the  
Honorable Robert E. Hood  
Circuit Court Judge  
Fifth Judicial Circuit  
Richland County Judicial Center  
1701 Main Street  
Post Office Box 192  
Columbia, SC 29202-0192

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUTY

Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Case No.: 2018-CP-40-03810

Appellate Case No. 2020-001708

M. B. Hutson Appellant,

v.

Penn America Insurance Company & Global Indemnity Group, LLC;
Timothy J. Newton, Esq.; Murphy Grantland, P.A.; Christian
Stegmaier, Esq.; and Collins & Lacy P.C. Respondents.

Re-AMENDED CERTIFICATE OF COMPLIANCE

The undersigned certifies that this Adjusted Amended Record on Appeal contains all material proposed to be included by any of the parties and not any other material, nor any material believed to be immaterial to this Record on Appeal, to the best of my knowledge.

Submitted this 25th day of January, 2022, by:



M B Hutson, Pro Se

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Orangeburg, South Carolina 29115
(803) 308-2714

2428

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Feb 14 2022
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