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FOR THE SUPREME COURT OF THE STATE OF MISSISSIPPI

Robert Sullivant Sr.
Plaintiff/Appellee

v.

Robert Sullivant Jr.
Defendant/Appellant

Interlocutory Appeal from Summary Judgement

Lafayette County Chancery Court
Case No. 2021-612(W)

IN THE SUPREME COURT OF MISSISSIPPI

No. _____

ROBERT SULLIVANT JR.

Petitioner/Defendant

vs.

ROBERT SULLIVANT SR.

Respondent/Plaintiff

CERTIFICATE OF INTERESTED PERSONS

I, Robert Sullivant Jr., hereby certify that the following listed persons and entities have an interest in the outcome of this case. These representations are made in order that the Justices of the Supreme Court and/or the Judges of the Court of Appeals may evaluate possible disqualification or recusal:

1. Robert Sullivant Jr, Petitioner/Defendant
2. Robert Sullivant Sr, Respondent/Plaintiff
3. Swayze Alford, Counsel for Respondent/Plaintiff
4. Kayla Ware, Counsel for Respondent/Plaintiff
5. Evelyn Stevens, third-party primary witness



Robert Sullivant Jr.
Petitioner/Defendant, Pro Se

RELATED CASES

Pursuant to Miss. R. App. P. 5(b), the Defendant is not aware of any other cases which present all of the same issues raised by this petition. However, the case of Turnley v. Turnley, 726 So. 2d 1258 (Miss. Ct. App. 1998), is similar as it relates to the legal questions addressed by the court. Specifically, the Court confirms that a power of attorney is not revoked until the revocation is communicated to the agent. The Court in *Turnley* also refers to another similar case in Robertson v. Cloud, 47 Miss. 208, 208 (Miss. 1872), where the Mississippi Supreme Court dealt with the matter of whether Robertson, the owner of a plantation in Coahoma County, owed Cloud what today would be deemed a real estate agent's commission for Cloud's having found a purchaser for Robertson's plantation. Robertson maintained that he had canceled Cloud's agency to sell the plantation before Cloud found the purchaser. The supreme court affirmed the circuit court's judgment rendered in favor of Cloud for \$350 because there was testimony that Cloud had found the purchaser before Robertson actually notified Cloud that he had canceled his agency. *Id.* at 210-11. The supreme court opined that "[t]he revocation of an agency to be operative must be made known to the agent and becomes effective from that time as to him." *Id.* at 210.

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**INTRODUCTION AND STATEMENT OF THE REASONS
WHY LEAVE TO APPEAL SHOULD BE GRANTED**

Petitioner requests the Court to accept this Petition and hold that the trial court committed plain error and abused its discretion by denying the Petitioner Summary Judgement.

The Respondent filed this lawsuit on the basis of a money transfer made by the Petitioner, who had a durable power of attorney over the Respondent. The Respondent alleges that he cancelled the parties' POA on May 20th, 2021, just one day after he stole \$115,000 of the Petitioner's money and deposited into his own account. Respondent had taken \$230,000 of the parties' JOINT funds and deposited all of it into his own personal account, despite that fact that half of it undeniably belonged to the petitioner. (See Bates No.0088, Complaint).

The respondent never notified the petitioner of this cancellation of the POA, and this fact is memorialized on the record. Further, the petitioner has submitted multiple affidavits stating that he was never informed of the cancellation. (See Bates No. 0350-0353. This means that statutorily, the POA between the parties was still in effect when each and every transaction took place, as they relate to each count in the respondent's complaint. (See Miss. Code § 87-3-113).

As such, upon discovery of the transfer the Petitioner went to the local Region's branch in Oxford and reversed the transfer back to the joint account and dispersed the funds in accordance with his fiduciary duty under the POA. (See Bates No. 0103-0117, Answer). This transfer initiated the respondent's lawsuit, and the 13 counts charged to the petitioner.

It should be noted that the Respondent for the last 5 years or so has lost his mental capacity to make financial decisions. The Respondent has been scammed out of thousands of dollars via phone and mail scams.

Since the filing of this action, respondent has had two independent medical exams ordered by the court. Both IMEs stated the opinion that Sr. was no longer able to make his own financial decisions and approved for a conservatorship. (See IME of Dr. Thomas; Bates No. 0251; and Dr. Perkins, Bates No. 0359).

Despite the passage of 15 months since initiating the litigation, the respondent has failed to present even a *shred of evidence* to support his claims. The respondent's

claims are based entirely on speculation, conclusory statements, and a complete misunderstanding of the statutory principles related to their allegations.

The petitioner has also come forth with compelling evidence that the respondent, his father, has and currently is being unduly influenced by a third-party whose name was put onto his bank accounts, and to whom the respondent has purchased gifts for. (See Bates No.0141, Deposition, pgs. 13-35). The respondent was also given access to the funds, which his Attorney allowed him access to despite an unambiguous court order instructing his Attorney to keep the funds in his trust account. This accessibility has allowed the third-party, and the respondent, to exploit funds that do not belong to them resulting in the Petitioner squandering approximately \$59,000 including the purchase of a pick-up truck for the third-party influencer. (Bates No. 0218).

On top of the expenses the petitioner has already incurred in this matter, the respondent, in his deteriorating mental state, is being obviously manipulated by a third-party. Not only per her own deposed testimony stating that she located the POA for the Respondent, but also more than likely influenced him to cancel the parties 5 year-old POA without warning a day after the Respondent took the Petitioner's money, so he would not be able to retrieve his own funds. Not only this, but the respondent himself is spending money recklessly and without discretion, causing extreme harm to both the petitioner and respondent; harm that only increase in severity and scope if this action is allowed to continue to trial.

Pursuant to Mississippi Rule of Appellate Procedure 5(a), this Court allows interlocutory appeals where "a substantial basis exists for a difference of opinion on a question of law" and appellate resolution may: (1) materially advance "termination of the litigation" and avoid unnecessary expense; (2) protect a party "from substantial or irreparable injury"; or (3) resolve an issue "of general importance in the administration of justice." Because the Chancery Court erroneously denied Defendants Motion for Summary Judgement, the risk of unnecessary expense and irreparable injury to both parties, but particularly the petitioner, is quite looming. As such, the Defendant seeks permission for immediate interlocutory appeal to advance the termination of the litigation.

**STATEMENT OF FACTS, PROCEDURAL HISTORY,
AND STATUS OF THE CASE**

The Plaintiff brought this action on October 25th, 2021, alleging thirteen (13) counts against the Defendant. (Bates No. 0088). These charges are premised on a series of financial transactions involving the two parties from a joint account they held together. This joint account was used to deposit the proceeds from the sale of a home that was jointly owned by both parties.

Of the \$230,000 that the plaintiff transferred into his personal account, 50% belonged exclusively to the Defendant (see Bates Nos. 0110; 0118; 0126-0129; 0265).

For many years up to this point, Respondent had been displaying mental deficiencies that excluded him from making any coherent financial decisions without assistance. He has over drafted his Regions Bank accounts, succumbed to thousands of dollars in mail scams, has failed to pay mortgage payments in 18 months, failed to file or pay 2020 and 2021 income tax, and substantially ran up credit cards that the petitioner had paid down for him. (Bates No. 0265). Recently, the Respondent has squandered \$59,000 of court ordered frozen funds to buy Ms. Stevens a pick-up truck, and through mail scams. This type of pernicious and destructive activity prompted the petitioner using the Power of Attorney, as well as rights arising under certain joint accounts, to take steps to preserve his father's funds.

On June 9th, 2021, the petitioner did in fact resecure the \$230,000. He then promptly transferred \$50,000 into the plaintiff's T.D. Ameri Trade account, paid the plaintiff's mortgage, and restored his car insurance which had lapsed. He also transferred \$5,000 back to the joint account at Regions Bank to pay the usual household expenses. (Bates Nos. 0011; 0266; 0313-0317).

Despite all of the foregoing, including the glaring the fact that the Defendant was well within his legal rights to complete these transactions, the Plaintiff filed this action charging 13 different counts of violating his duty per the Power of Attorney. The Defendant has been more than cordial to the Plaintiff and his attorney, providing them with **over a year** to participate and cooperate in the action that *they filed*. However, despite this large passage of time, the Plaintiff failed to come forth with any evidence to support his claims and accordingly the defendant filed for summary judgement. This Motion was denied on January 25th, 2023, at a hearing on the matter by Chancellor Whitwell. (Bates No. 001).

Chancellor Whitwell held in his order that “there are there are issues involving disputed facts and that said Motion is not well-taken.” (Id). This petition is timely filed within 21 days from the entry of the Chancellor’s order.

STATEMENT OF THE QUESTIONS PRESENTED

- I. Can Plaintiff circumvent the plain language of Mississippi Code Title 87, Ch.3; § 87-3 113, which unequivocally states that; *an affidavit executed by the attorney in fact under a power of attorney stating that he did not have at the time of exercise of the power actual knowledge of the termination of the power by revocation or of the principal's death, disability, or incapacity is conclusive proof of the non-revocation or nontermination of the power at that time?*
- II. Can Plaintiff rest his argument on speculation and hearsay in order to create issues of fact and defeat Summary Judgement?

ARGUMENT AND AUTHORITIES

1. Mississippi Code Title 87, Ch.3; § 87-3-113 prima facie Forecloses On All Of The Plaintiff’s Claims

Mississippi Code Title 87, Ch.3; § 87-3-113, reads as follows:

As to acts undertaken in good faith reliance thereon, **an affidavit executed by the attorney in fact under a power of attorney, durable or otherwise, stating that he did not have at the time of exercise of the power actual knowledge of the termination of the power by revocation or of the principal's death, disability, or incapacity is conclusive proof of the non-revocation or nontermination of the power at that time.** If the exercise of the power of attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable. This section does not affect any provision in a power of attorney for its termination by expiration of time or occurrence of an event other than express revocation or a change in the principal's capacity.

The statute is quite unambiguous on this matter. The Defendant was given no notice of the Plaintiff’s revocation of power of attorney and the agreement had been in place for 4 years at the time. (Bates No. 0267). The Plaintiff fails to assert anywhere in any of his pleadings that he noticed JR of the revocation, in fact, he overtly admits that he did not. (Bates No.0256-0257). The Defendant also submitted an affidavit to the trial court stating that he was never informed of any revocation of the parties’ POA. (Bates No. 0265). The Plaintiff can assert no reason why the court should ignore this statutory

mandate and allow him to proceed to trial with his allegations, especially when he admitted through Interrogatory that he never informed petitioner that the power of attorney had been revoked:

INTERROGATORY: Please identify the date in which you notified Sullivant, Jr. of the revocation of your 2017 Power of Attorney, including the manner in which such notification was delivered.

RESPONSE: I did not personally notify Sullivant, Jr. of the revocation. Upon information and belief, someone at Regions Bank informed Sullivant, Jr. when he tried to access my account.

The Plaintiff's answers to interrogatories are quite revealing in multiple areas directly related to summary judgement and the burden that he bears in presenting his case. Also noteworthy is the plaintiff's response to Interrogatory No. 4, which asks: "Please identify, by amount and date, each and every time [defendant] has taken [plaintiff's] money for personal use and benefit as stated in your claim." The plaintiff responded by declaring that; "The reason I filed this lawsuit was to stop [defendant] from taking further monies and also to obtain any necessary records and accounting so I could figure out if he had taken any additional funds that belonged to me." (Bates No. 0256).

This answer speaks volumes. Here, the plaintiff admits that back when he filed his original complaint and as of current date, he cannot identify *a single transaction* that was taken by the defendant for personal use. He admits that this allegation was pure speculation at the time, and that it still is now.

Plaintiff has also, and perhaps more importantly, expressly, in plain language, and under oath, stated that he has no evidence to offer in support of any of the claims alleged in his complaint other than the complaint itself. This is the equivalent of the Plaintiff readily admitting that he cannot overcome summary judgement. Interrogatory No. 7 propounded to the Plaintiff states and is answered as:

INTERROGATORY NO.7: Identify all facts upon which you rely upon in support of your claims in the Complaint, or upon which you rely in defending against any portion of the counterclaim.

RESPONSE: *The Complaint speaks for itself*, see also Exhibit A. (Bates No. 0257).

First, the Complaint does not and cannot speak for itself and this reliance is completely misguided, especially at the summary judgement stage. The Plaintiff's Complaint is nothing more than pure speculation and conclusory statements and is admittedly the only thing that can and will be relied upon by the Plaintiff to demonstrate his claims at trial. This is unacceptable on its face. The Exhibit A referred to by the Plaintiff in this answer is nothing more than a copy of the parties POA, which actually advances the petitioner's arguments and weakens the respondents, as will be shown in more detail below.

Moreover, it is well-settled in Mississippi that; “[U]nsupported speculation and allegations are not sufficient to defeat a motion for summary judgment.” Franklin v. Turner, 220 So. 3d 1003, 1008 (Miss. Ct. App. 2016). It is also clearly established that relying solely on allegations contained within a complaint is not sufficient to overcome summary judgement, as our caselaw establishes, “a party opposing summary judgment must be diligent and may not rest on mere allegations or denials in the pleadings. McMichael v. Howell, 919 So.2d 18, 21 (¶ 5) (Miss.2005).” Dodd v. Hines, 229 So. 3d 124, 132 (Miss. Ct. App. 2016).

In order to survive summary judgement, “[T]he non-moving party must produce specific facts showing that there is a genuine material issue for trial. M.R.C.P. 56(e); Fruchter v. Lynch Oil Co., 522 So.2d 195, 199 (Miss. 1988). The non-moving party's claim must be supported by *more than a mere scintilla of colorable evidence*; it must be evidence upon which a fair-minded jury could return a favorable verdict. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). [emphasis added].

If the Plaintiff were to come forward even with “a mere scintilla of evidence”, that would be significant upgrade from what he has presented thus far, which is absolutely nothing. The Plaintiff seems disinterested in even pursuing this case, as in the 15 months since he initiated it, he has never even discussed deposing the defendant. One would think that to clear up issues of fact, create a record, and to attempt to prove their case, most plaintiffs would tend towards wanting to question the person that they are suing. This plaintiff does not. Instead, he wants to force the defendant to trial, increase the cost of litigation, and delay the inevitability of the Petitioner becoming the conservator for the Petitioner and preventing Ms. Evelyn Stevens from taking further

advantage of the mentally incapacitated Respondent. All entirely and solely based on speculative allegations that he admits he has no evidence to support. (Bates No. 0257).

2. The Parties' Power of Attorney similarly *prima facie* forecloses on all of the Plaintiff's claims

On July 12th, 2017, the parties entered into a durable power of attorney agreement (POA). (Bates No. 0097). This agreement, among other things, granted the defendant complete and full control over the plaintiff's (his father) finances. This document also created specific duties assigned to the defendant:

A durable power of attorney is a written document through which an individual (the "principal") gives another person (the "agent") the authority to act for the principal in accordance with the terms and conditions specified in the document. The connection between principal and agent is a particular type of agency relationship that is governed by the statutory requirements set forth in Title 87, Chapter 3 of the Mississippi Code. As with other principal-agent relationships, the party trusted with the responsibility in the power of attorney owes certain duties to the principal. See In re Estate of Hemphill , 186 So.3d 920, 933 (Miss. Ct. App. 2016) (citing *Restatement (Third) of Agency* § 8.07 (2006) ("An agent has a duty to act in accordance with the express and implied terms of any contract between the agent and the principal.")). The principal must perform all duties designated in the contract consistently with her role as a fiduciary. West v. Johnson (In re Estate of Johnson), 237 So. 3d 698 (Miss. 2017).

The law is clear that the agent involved in a POA has a duty to protect the finances of the principal. Further, the POA agreed to and signed by both parties not only expressly permitted the Defendant to take the actions that he did, it required that he do so to uphold his duties to the plaintiff as principle. Both the plaintiff and the trial court with its ruling have put the defendant in a classic catch-22, whereas if he *did not* transfer the money, then he would have been in breach of his duties according to the POA. However, when he did transfer the money to protect his father's finances, he was frivolously and maliciously sued by a plaintiff who then refused to participate in litigation or provide any evidence to support his claims whatsoever. In response to the defendant's motion for summary judgement, the plaintiff failed to present any evidence to the court *and* he has admitted that he has none and cannot retrieve any.

The specific POA between the parties' states very clearly the authority that the defendant had regarding his father's finances. The following provisions foreclose entirely on the plaintiff's claims, which are based on the allegation that the defendant withdrew funds without informing the plaintiff:

- *To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and*
- *To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including. but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and*
- *To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds...*
- *To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and*

- *To borrow money without personal liability for any purpose* (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and
- *To make, sign, execute, acknowledge and deliver* any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Finally, the parties' personal agreement includes the following statutory language as well:

- An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation.

The plaintiff's complaint, which is admittedly their only piece of evidence, completely contradicts the terms of this agreement. For example, paragraph 8 of the plaintiff's complaint states that:

"Upon information and belief, Sullivant Jr. went to the Region's Bank in Batesville and attempted to withdraw funds from Sullivant Sr.'s new money market account but was turned down. Sullivant Jr. then went to the Region's Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000 from Sullivant Sr.'s new money market account to an account only in his name." (Bates No. 0089).

As a preliminary matter, the allegation leading this paragraph that the defendant "went to the Region's Bank in Batesville and attempted to withdraw funds..." has been vehemently denied by the Defendant and the plaintiff has never provided a shred of evidence otherwise. This in fact, never happened. The Petitioner did not drive a half hour to Batesville, and a half an hour back, when there are three Regions' branches within a few miles of the Petitioner's residence. Furthermore, issues of fact cannot be created "upon information and belief". Further, even if these allegations were true, the POA expressly permits the transaction as evidenced by the following language:

“(4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution whole or any part of all balances now or hereafter on deposit to my credit at any depository institution.” (Bates No. 0097).

The Plaintiff continues to assert illicit actions taken by the defendant, when in reality and in explicit accordance with the POA, these actions were clearly within his authority. Paragraph 9 of the plaintiff's complaint states that;

“Upon information and belief, Sullivant Jr., also withdrew and/or traded monies and/or stocks from Sullivant Sr.'s Schwab account without Sullivant Sr.'s knowledge or permission. Sullivant Jr. has taken Sullivant Sr.'s money for his own personal use and benefit.

Here, the plaintiff is clearly accusing the defendant of violating the POA by allegedly dealing the Plaintiff's stocks and/or monies, despite the fact that the POA clearly states that the defendant is entitled...

“To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, *any and all shares or certificates of stock, bonds including, but not necessarily limited to...*”

The parties POA goes on to exempt the defendant when it states that the Defendant possesses the authority...

“...to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name...”

The Plaintiff in this action is quite literally attempting to take this case to trial on sole the basis of two unfounded and completely speculative paragraphs, which in over 15 months he has failed to present any evidence to support. More importantly, even if the Plaintiff's two assertions were true and he could prove them, the Defendant had the statutory and contractual authority to act in the best interests of the principle. The suggestion that he “took the plaintiff's money for his own use and benefit”, is absurd and completely without support in the record. Plaintiff admits that he has no evidence to support this claim (Bates No. 0256). It also takes

some departure from basic logic to assume that the parties had POA in place for four years without issue and the defendant just decided one day to financially defraud his father with whom he had always been close and to whom he had always been loyal. Indeed, this would make little sense and it makes less sense when no evidence to support it exists anywhere.

3. Any Issues of Fact Remaining in This Case are Not Material to Its Disposition

The Defendant requested through summary judgement that all thirteen (13) claims in the plaintiff's complaint be dismissed. Notably missing from the plaintiff's complaint is the name "Evelyn Stevens". She is not mentioned anywhere within the complaint nor did the defendant raise her name in his Answer. This is because Ms. Stevens has absolutely no relevance to the advancement or dismissal of the plaintiff's claims. Ms. Stevens is a third party who the defendant has accused of unduly influencing his father and he has provided compelling evidence to that regard. However, whether or not Ms. Stevens is actually engaging in undue influence is entirely immaterial to the disposition of the Plaintiff's claims.

Despite this, the trial court justified denying summary judgement on the basis of this "disputed fact", taking for granted that it is entirely immaterial to the outcome of the claims against the defendant. From the record of the summary judgement hearing: HONORABLE ROBERT Q. WHITWELL: Mr. Sullivant Jr., don't you think that you're claiming Ms. Stevens performed undue influence on Mr. Sullivant Sr., *that that's a disputed fact?* (Bates No. 0008).

While this may be a disputed fact, it is certainly not a material one. The presence of fact issues in the record does not per se entitle a party to avoid summary judgment. "The court must be convinced that the factual issue is a material one, one that matters in an outcome determinative sense. . . . the existence of a hundred contested issues of fact will not thwart summary judgment where there is no genuine dispute regarding the material issues of fact." Nygaard v. Getty Oil Co., 918 So. 2d 1237, 1240 (Miss. 2005) The Chancellor at the hearing then proceeded to question the defendant on whether or not he had gone to Batesville to attempt to transfer the money, as alleged by the plaintiff. Clearly, the Chancellor did not want to accept the fact that the Plaintiff has completely failed to present any evidence of this allegation and that it never occurred.

HONORABLE ROBERT Q. WHITWELL: Now, you went to -- did you go to Region's Bank in Batesville?

MR. SULLIVANT JR.: *I absolutely did not.*

HONORABLE ROBERT Q. WHITWELL: You did not go to Region's Bank in Batesville?

MR. SULLIVANT JR.: *(nods head negatively).*

HONORABLE ROBERT Q. WHITWELL: And you were not told at Region's Bank that the power of attorney had been given to them and that you could not withdraw the funds?

MR. SULLIVANT JR.: *Absolutely not.*

HONORABLE ROBERT Q. WHITWELL: You're under oath Mr. Sullivan.

MR. SULLIVANT JR.: Yes, I understand that completely. ¹

The Chancellor continues to attempt to box Mr. Sullivan into answering that he went to Batesville:

HONORABLE ROBERT Q. WHITWELL: Okay. But you found out over there, didn't you, at Batesville --

MR. SULLIVANT JR.: *No. I never went to Batesville.*

HONORABLE ROBERT Q. WHITWELL: How did you find out about the power of attorney?

MR. SULLIVANT JR.: Well, I found out basically, when I received a lawsuit and that was one of the exhibits. And my father did state in his interrogatory in the discovery that he never told me.

HONORABLE ROBERT Q. WHITWELL: Yeah, he stated, also, that the bank told you in Batesville --

MR. SULLIVANT JR.: well --

HONORABLE ROBERT Q. WHITWELL: -- in his interrogatory response did he not?

The Chancellor than proceeds to claim that this is a disputed fact because the Plaintiff testified through interrogatory that he thought maybe someone at a bank in Batesville might have told the defendant that the POA had been revoked. The Chancellor states that:

HONORABLE ROBERT Q. WHITWELL: Well, that's a fact. Whether it is or not, it's a disputed fact. He says yes, and you say no. *So that would be something that I would have to consider on a factual basis.* (Bates No. 0011).

As a matter of law, this is incorrect and actually oppositional to what the Chancellor should be considering on a factual basis, which is evidence that would be admissible at trial. Inadmissible hearsay and allegations made without any support in

¹ Bates Nos. 0008-0011

the record do not meet this standard.² In fact, the trial court made it clear that hearsay would not be allowed when it instructed the petitioner during the default hearing not to use hearsay statement as they would not be allowed.³ It is inconsistent and quite frankly bias, for the Chancellor to allow the Respondent's entire case to proceed on the basis of hearsay while the Petitioner is simultaneously instructed on the record that it is not allowed. Finally, the petitioner stated the following at the hearing for summary judgement:

MR. SULLIVANT JR.: And I would reply that there is no evidence that I went to Batesville.

HONORABLE ROBERT Q. WHITWELL: *Well, that's your testimony.*

The statement, "well, that's your testimony" in this context, is erroneous. The court is creating a factual dispute on the basis of pure hearsay and speculation. It is not simply the defendant's testimony that states and shows that there is no evidence to support this claim, it is the entire record of the case and it is an undeniable fact. This hearsay statement may be inadmissible at trial as hearsay and, as such, could not be considered during the summary judgment phase. (Id, ¶14); (see also; Watts v. Watts, No. 2021-CA-00321-COA, at *4 n.1 (Miss. Ct. App. Nov. 15, 2022).

Also notable from the hearing, is the fact that opposing counsel was not asked a single question from the Chancellor and did not come forth with any admissible evidence to support any of their claims. Any issues of fact which may remain are not triable, and the Plaintiff's completely fabricated statement could not be considered by a jury. To constitute a triable issue of fact, the genuine dispute must regard a material issue of fact. See Leffler v. Sharp, 891 So.2d 152, 156 (Miss. 2004). In other words, "the non-moving party cannot just sit back and remain silent, but . . . must rebut by producing significant probative evidence showing that there are indeed genuine issues of material fact." Murphree v. Fed. Ins. Co., 707 So.2d 523, 529 (Miss. 1997) (citing Fruchter v. Lynch Oil Co., 522 So.2d 195, 198-99 (Miss. 1988)).

² "Hearsay statements that would not be admissible at trial are incompetent to support or oppose summary judgment." Ill. Cent. R.R. Co. v. Jackson, 179 So. 3d 1037, 1043 (Miss. 2015)

³ See Bates No. 0050; Chancellor states that- "*You can't do hearsay Mr. Sullivan*".

The defendant came forth to the trial court with a sworn affidavit stating he was never informed of the revocation of the POA. This, per Mississippi Code, is sufficient proof of no knowledge and the trial court ignored this entirely. In fact, it repeatedly tried to get the petitioner to admit to something that was not true in order to advance the plaintiff's case. The plaintiff never came forth with an affidavit stating he notified the defendant and has absolutely no personal knowledge of this claim he makes. He states that "upon information and belief" the defendant went to Region's Bank in Batesville and somebody there maybe told him about the POA being revoked. This is not even hearsay, it is an outright lie that was completely made up out of thin air in order to further the plaintiff's claims, and which is now acting as the basis for sending the parties to trial.

III. REASONS TO GRANT INTERLOCUTORY APPEAL

This appeal meets each element of Mississippi Rule of Appellate Procedure 5, which allows interlocutory appeals where there is "a substantial basis ... for difference of opinion on a question of law" and "appellate resolution may": (1) materially advance termination of the litigation and avoid unnecessary expense; (2) protect a party "from substantial and irreparable injury"; or (3) resolve an issue "of general importance in the administration of justice."

The purpose of the Mississippi Rules of Civil Procedure is "to promote justice, uniformity, and the efficiency of the courts. . . ." *See* Order Adopting the Mississippi Rules of Civil Procedure. Rule 1 provides, in part, that "[t]hese rules shall be construed to secure the *just, speedy, and inexpensive determination* of every action." Miss. R. Civ. P. 1 (emphasis added). According to the Comment to Rule 1, "[t]here probably is no provision in these rules more important than this mandate; it reflects the spirit in which the rules were conceived and written and in which they should be interpreted." Miss. R. Civ. P. 1 cmt.

This action was filed by the Plaintiff in October of 2021. During this time, the plaintiff spent over a year waiting to answer the defendant's counterclaims, has not produced any discovery to support his claims, and he is not seeking any discovery to support his claims. (Bates No. 0266; ¶¶ 11, 14). In the meantime, the defendant has hired and let go off two attorneys, propounded discovery, subpoenaed financial records,

and presented accounting and affirmations to the court. The Defendant has already spent an excessive amount of time and money defending from this frivolous lawsuit, and now the court wants to go to trial and present the plaintiff's case, which is quite literally nothing but the 2 allegations listed in their complaint with no evidence to support them. Summary Judgement was crafted for cases precisely like this one and summary judgment is also the appropriate mechanism to allow a party to avoid the costs and anxiety of having to fully litigate the matter. Turnbough v. Ladner, 754 So. 2d 467 (Miss. 2000).

While the question of whether or not Evelyn Stevens is unduly influencing the plaintiff may be technically disputed, it is undeniable from the record that Ms. Stevens has admitted to accepting gifts from the Plaintiff and both plaintiff and Ms. Stevens used the plaintiff's money to purchase a \$40,000 truck. (Bates No. 0218).

The damage already caused by the length of this action is tangible. The defendant has spent excessive time, money and resources, and suffered tremendous emotional anguish as a result of this action. The Plaintiff is in no mental condition to handle his own finances and has not been for over 5 years, this is why the parties' had a POA in the first place. This case cannot be allowed to proceed based solely on the plaintiff's unsubstantiated claims, speculation, and hearsay.

The Petitioner has presented this Court questions of law about which there is a substantial basis for a difference of opinion. Namely, can summary judgement be avoided on the basis of speculation and/or hearsay, and, can facts immaterial to the outcome be cited as a reason for denial of summary judgment? The Court also seems to disagree with the Petitioner's interpretation of Mississippi Code Title 87, Ch.3; § 87-3-113.

CONCLUSION

Petitioner asserts that the trial court committed plain error in denying him summary judgement and abused its discretion by taking into consideration facts immaterial to the outcome, and evidence that would not be admissible at trial. The Court should grant permission for an interlocutory appeal to determine whether the Chancery Court's opinion in denying summary judgement and its principles relied upon, are consistent with the legal principles dictated by the Mississippi Rules of Civil Procedure as well as the foregoing caselaw and statutes.


CERTIFICATION

I, Robert Sullivant Jr., do hereby certify that I have on this day caused the forgoing papers to be sent by certified U.S Mail, to the following:

Honorable Robert Q. Whitwell
P.O. Box 1240
Oxford, MS 38655
Chancery Court of Lafayette County

Swayze Alford
1221 Madison Avenue
Oxford, MS 38655
Attorney for Plaintiff

February 9th, 2023

/s/ 
Robert Sullivant Jr.

IN THE CHANCERY COURT OF LAFALETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2023 JAN 26 10 48 AM

PLAINTIFF

V.

CHANCERY CLERK

CAUSE NO. 2021-012(W)

ROBERT SULLIVANT, JR.

BY DE RS

DEFENDANT

ORDER DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

CAME ON for hearing Defendant's Motion for Summary Judgment. The court having reviewed the Motion, having heard arguments of counsel, and having considered the pleadings, affidavits of parties, the facts, the case law, and the relevant statutes, finds that there are issues involving disputed facts and that said Motion is not well-taken.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's Motion for Summary Judgment is DENIED.

SO ORDERED this the 26 day of January, 2023.

Ronnie Watson
CHANCELLOR

APPROVED AS TO FORM:

Robert Sullivan Jr

ROBERT SULLIVANT, JR.

Pro Se

Swayze Alford

SWAYZE ALFORD (MSB #8642)

KAYLA WARE (MSB #104241)

Counsel for Plaintiff

SCANNED

1 CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2

3

4 ROBERT SULLIVANT, SR. PLAINTIFF

5 VS. CAUSE NO. CV-2021-612

6 ROBERT SULLIVANT, JR. DEFENDANT

7

8 *****

9 TRANSCRIPT OF THE MOTION HAD AND DONE IN THE
10 ABOVE-STYLED AND NUMBERED CAUSE, NOT FOR APPEAL
11 PURPOSES, BEFORE THE HONORABLE ROBERT Q. WHITWELL,
12 CHANCELLOR, ON THE 25TH DAY OF JANUARY, 2023, IN
13 LAFAYETTE COUNTY, MISSISSIPPI, TAKEN BY CECILY BOONE
14 FAULKNER, RPR, CSR, OFFICIAL COURT REPORTER FOR THE
15 EIGHTEENTH CHANCERY COURT DISTRICT OF MISSISSIPPI.

16 *****

17

18 APPEARANCES:

19 Present and Representing the Plaintiff:

20

21 HONORABLE SWAYZE ALFORD
22 Attorney at Law
23 1300 Van Buren
24 Oxford, Mississippi 38655

25 Present and Pro Se:

26

27 MR. ROBERT SULLIVANT, JR.
28 1002 Crawford Circle
29 Oxford, Mississippi 38655

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NO EXHIBITS

1 (WHEREUPON, THE CHANCERY COURT OF
2 LAFAYETTE COUNTY WAS DULY AND LEGALLY
3 CONVENED, AND THE FOLLOWING OCCURRED IN
4 THIS MATTER.)

5 HONORABLE ROBERT Q. WHITWELL: Mr.
6 Sullivant, since you are pro se, I'm going
7 to have the clerk swear you in.

8 (WHEREUPON, MR. SULLIVANT FACED THE
9 CLERK AND RAISED HIS RIGHT HAND TO TAKE
10 THE OATH.)

11 HONORABLE ROBERT Q. WHITWELL: All
12 right. You may proceed.

13 MR. ROBERT SULLIVANT, JR.: Thanks,
14 Your Honor.

15 We're here today on a motion of --
16 for summary judgment, and the reason I
17 filed it is because I believe there is
18 not -- no longer any material issue of
19 fact in this matter.

20 But, basically, what has happened is
21 my father and I sold a farmhouse, which we
22 both had half interest in. We had agreed
23 to put the money into a joint account, and
24 that we would purchase another house with
25 that money.

26 We had currently owned a house here
27 in Oxford. So, therefore, I believe we
28 had a contract or an agreement in which to
29 do that.

1 And then also close to about that
2 time, due to my father's writing lots of
3 checks to what I call *mail scam*
4 *solicitors*, after years of that and trying
5 to control it, I had decided that I should
6 probably put my father into a
7 conservatorship.

8 And I had asked the sitter, Ms.
9 Evelyn Stevens, to help me in that process
10 as I had to get two IMEs in order to make
11 that happen.

12 Ms. Stevens betrayed me. And as she
13 stated in her deposition, she had told my
14 father what I was trying to do.

15 And about that time she, basically,
16 just quit and didn't show up anymore, and
17 -- I'm not sure exactly what happened.

18 But also at that time, my father
19 decided he would transfer the monies in
20 the joint account or withdraw them and put
21 them in his personal account, funds that
22 we both owned jointly.

23 Of course, that -- you can do that.
24 The bank cannot deny that withdrawal of
25 request.

26 But on a civil level, we did have an
27 agreement that those funds were owned --
28 we owned them jointly, and we had agreed
29 to buy a house.

1 So using a power of attorney, which
2 he had issued me in 2017, and up to that
3 point had no complaints, problems
4 whatsoever -- and I managed everything for
5 him quite well in my opinion.

6 After he moved the money to the
7 account, Ms. Stevens, according to what
8 she said in her deposition, found the
9 power of attorney and took my father to
10 Attorney Jay Westfaul in Batesville to
11 have it revoked. And at this time, I had
12 no idea.

13 And in the discovery process in an
14 interrogatory, my father stated that he
15 never told me that he had revoked my power
16 of attorney.

17 So, therefore, in Mississippi Code
18 87-3-113, it states that because I was
19 not -- he did not tell me that the power
20 of attorney had been revoked, and if I put
21 that in the affidavit, which I have, that
22 the termination of the power by revocation
23 or principal's death or incapacity --
24 capacity is conclusive proof of the
25 non-revocation of the power of attorney at
26 that time.

27 So, basically, his lawsuit is
28 accusing me of stealing money from him,
29 which I was actually in accordance with

1 the POA, trying to protect the funds
2 because it was my understanding and
3 belief, strong understanding and belief,
4 that Ms. Stevens and him were about to go
5 buy a house with that money, which was
6 jointly owned by us.

7 So under my counsel at the time at
8 Holcomb Dunbar, I used my power of
9 attorney, which according to the
10 Mississippi Code was in effect, and moved
11 the money back to the joint account out of
12 fear that he would do -- would lose the
13 money somehow and it was at risk.

14 I moved that to both an investment
15 account that he owned and an investment
16 account that I owned. So my father was
17 very unhappy about that and since moved
18 out of the house.

19 Ms. Stevens found Mr. Alford and made
20 an appointment for my father and took my
21 father to that appointment.

22 And the reason I point that out, I
23 believe it's an undue influence that she
24 has put on my father.

25 And, furthermore, in an IME opinion
26 by Thomas, he states or he concludes that
27 my father cannot make those kind of
28 decisions.

29 And, so, that's basically what has

1 happened. And I was sued, and I was
2 accused of --

3 HONORABLE ROBERT Q. WHITWELL: Mr.
4 Sullivant, Jr., don't you think that the
5 fact that you're claiming Ms. Stevens
6 performed undue influence on Mr.
7 Sullivant, Sr., that that's a disputed
8 fact?

9 MR. ROBERT SULLIVANT, JR.: I don't
10 believe it is disputed by her testimony in
11 the deposition.

12 HONORABLE ROBERT Q. WHITWELL: You've
13 got testimony in her deposition that she
14 admitted to undue influence?

15 MR. ROBERT SULLIVANT, JR.: She did
16 not explicitly, but I think she implied.

17 I just stated the fact that she did
18 take -- she did find the power of
19 attorney. She did state that. She did
20 state that she took my father to the
21 attorney in Batesville.

22 She has stated, and I have proof of
23 her notes, which have been admitted into
24 court, and where she stated that she made
25 the appointment with Mr. Alford and took
26 him to Mr. Alford to discuss this matter,
27 which this lawsuit was the resulting --
28 result of all of those actions.

29 HONORABLE ROBERT Q. WHITWELL: Now,

1 you went to -- did you go to Regions Bank
2 in Batesville?

3 MR. ROBERT SULLIVANT, JR.: I
4 absolutely did not.

5 HONORABLE ROBERT Q. WHITWELL: You
6 did not go to Regions Bank in Batesville?

7 MR. ROBERT SULLIVANT, JR.: (Nodding
8 head negatively).

9 HONORABLE ROBERT Q. WHITWELL: And
10 you were not told at Regions Bank that the
11 power of attorney had been given to them
12 and that you could not withdraw the funds?

13 MR. ROBERT SULLIVANT, JR.:
14 Absolutely not.

15 HONORABLE ROBERT Q. WHITWELL: You're
16 under oath, Mr. Sullivan.

17 MR. ROBERT SULLIVANT, JR.: Yes, I
18 understand that completely.

19 HONORABLE ROBERT Q. WHITWELL: But
20 then you went to Oxford --

21 MR. ROBERT SULLIVANT, JR.: I started
22 at Oxford.

23 HONORABLE ROBERT Q. WHITWELL: Okay.
24 But you found out over there, didn't you,
25 at Batesville --

26 MR. ROBERT SULLIVANT, JR.: No. I
27 never went to Batesville.

28 HONORABLE ROBERT Q. WHITWELL: How
29 did you find out about the power of

1 attorney?

2 MR. ROBERT SULLIVANT, JR.: Well, I
3 found out, basically, when I received a
4 lawsuit and that was one of the exhibits.
5 And my father did state in his
6 interrogatory in the discovery that he
7 never told me.

8 HONORABLE ROBERT Q. WHITWELL: Yeah,
9 he stated, also, that the bank told you in
10 Batesville --

11 MR. ROBERT SULLIVANT, JR.: Well --

12 HONORABLE ROBERT Q. WHITWELL: -- in
13 his interrogatory response; did he not?

14 MR. ROBERT SULLIVANT, JR.: Right.
15 So that -- I believe that would be
16 hearsay --

17 HONORABLE ROBERT Q. WHITWELL: Let's
18 not leave out all of it. Let's put it all
19 in there.

20 MR. ROBERT SULLIVANT, JR.: Right.

21 HONORABLE ROBERT Q. WHITWELL: The
22 Court has read your paperwork and read
23 this file.

24 MR. ROBERT SULLIVANT, JR.: Correct.
25 And I would --

26 HONORABLE ROBERT Q. WHITWELL: You
27 accused Mr. Alford of a half truth in some
28 of your responses, and now you're telling
29 me a half one there, that he did answer

1 that he thought the bank had told you in
2 Batesville about --

3 MR. ROBERT SULLIVANT, JR.: I
4 understand -- yes, I understand that has
5 been stated, but it is not the truth. Why
6 would I go to Batesville --

7 HONORABLE ROBERT Q. WHITWELL: Well,
8 that's a fact. Whether it is or not, it's
9 a disputed fact. He says yes, and you say
10 no.

11 So that would be something that I
12 would have to consider in a factual basis.

13 MR. ROBERT SULLIVANT, JR.: And I
14 would reply that there is no evidence that
15 I went to Batesville.

16 HONORABLE ROBERT Q. WHITWELL: Well,
17 that's your testimony.

18 So anything further on your motion?

19 MR. ROBERT SULLIVANT, JR.: Yes, Your
20 Honor.

21 There was some -- speaking of
22 material statements of fact, I wanted to
23 clear up a few that were filed in the
24 plaintiff's -- well, his objection to
25 my -- to my motion.

26 First, he will allege that -- hold on
27 one second, please. Sorry, I have not
28 done this -- or I have only done it one
29 time and that was two weeks ago.

1 He has stated that, for instance, the
2 Costco card that is -- was used for
3 personal expenses, it never was.

4 That mortgage that he did not own
5 any --

6 HONORABLE ROBERT Q. WHITWELL: He
7 contests -- that's another contested fact
8 that he says --

9 MR. ROBERT SULLIVANT, JR.: Okay.

10 HONORABLE ROBERT Q. WHITWELL: --
11 that you paid off the Costco card --

12 MR. ROBERT SULLIVANT, JR.: Right.

13 HONORABLE ROBERT Q. WHITWELL: -- and
14 that all the expenses on the Costco card
15 were not his.

16 MR. ROBERT SULLIVANT, JR.: Correct.

17 HONORABLE ROBERT Q. WHITWELL: Isn't
18 that what he says?

19 MR. ROBERT SULLIVANT, JR.: Uh-huh
20 (Indicating yes).

21 HONORABLE ROBERT Q. WHITWELL: All
22 right. That's his allegation in his
23 answer and affidavit.

24 It also says that you only put
25 \$50,000.00 in the Ameritrade, and you put
26 it in your name with your PIN -- you put
27 it in his name, but you had your PIN on
28 it.

29 He couldn't get into it because you

1 kept the PIN to open the account; is that
2 not right?

3 MR. ROBERT SULLIVANT, JR.: No, Your
4 Honor, that is not correct. That was one
5 of the other things I wish to correct.

6 And that is, I had given my father
7 credentials, showed him how to get on to
8 the website, and each month I would show
9 him the balances.

10 I would tell him what was going on
11 with his two accounts, and he didn't want
12 to show any interest.

13 And I wrote down the credentials for
14 him when we lived at the farmhouse, and he
15 never went on to the website at all.

16 So then after the lawsuit was filed,
17 I was asked to give him some credentials.
18 So I didn't remember what his were, so I
19 changed -- you know, I went through the
20 process of changing it and gave him the
21 credentials so he could log on.

22 I understand it was quite hard, as it
23 should be, but, I assume, he got on to it.

24 HONORABLE ROBERT Q. WHITWELL: You're
25 asking for a summary judgment and a
26 judgment in your favor --

27 MR. ROBERT SULLIVANT, JR.: Yes, sir.

28 HONORABLE ROBERT Q. WHITWELL: -- and
29 you admit in your pleadings that you owe

1 Mr. Sullivant \$51,000.00?

2 MR. ROBERT SULLIVANT, JR.: No, I
3 paid that amount, and I have the deposit
4 receipt in an e-mail from Mr. Golman.

5 I paid on -- on December the 10th, I
6 put that money into his account.

7 HONORABLE ROBERT Q. WHITWELL: But
8 that was a fact at the time of this
9 lawsuit that you owed him \$51,000.00, when
10 Mr. Alford filed that lawsuit.

11 That is one of the reasons he filed
12 it is because there was money that was
13 taken from Mr. Sullivant, Sr. that
14 belonged to him; was it not?

15 MR. ROBERT SULLIVANT, JR.: Well,
16 correct. I moved that to the joint
17 account, and then moved it to both of our
18 accounts.

19 But on December 10th, I put the
20 remaining balance -- and I was trying to
21 keep the money safe.

22 And I put the remaining balance,
23 which here is the deposit slip in an
24 e-mail to Mr. Golman, and he says he will
25 let Swayze know.

26 So I have -- on December 10th of '21,
27 I put that money into his account, which
28 he had credentials -- you know, the new,
29 fresh credentials, so he could go on it

1 and inspect, and I provided the actual
2 deposit slip.

3 HONORABLE ROBERT Q. WHITWELL:

4 Anything further?

5 MR. ROBERT SULLIVANT, JR.: No, Your
6 Honor.

7 HONORABLE ROBERT Q. WHITWELL: Mr.
8 Alford?

9 MR. SWAYZE ALFORD: Your Honor, I
10 know you have read all the filings,
11 including my response. And I know you're
12 well familiar with that, so I'm not going
13 to -- I will stand on my response, Your
14 Honor.

15 But other than to say that, like you
16 said, that the \$51,000.00 that he still
17 owed was paid after we filed a lawsuit,
18 after we served him with a complaint.

19 Then he came in and said, *Well, wait*
20 *a minute. I returned \$50,000.00, which,*
21 *of course, my client had no knowledge of*
22 *because he couldn't access the Ameritrade*
23 *account.*

24 *I paid \$6,000.00, which we dispute*
25 *that that was an appropriate credit that*
26 *he should take. I paid some utilities,*
27 *you know, at a time when my client wasn't*
28 *even living in the house.*

29 And Mr. Sullivant, Jr. was paying his

1 utilities and the mortgage when he was
2 living there, so we dispute those amounts.

3 Then like you said, Your Honor, it is
4 undisputed that the balance of \$51,000.00
5 that was still being held by Mr.
6 Sullivant, Jr. was paid back to Mr.
7 Sullivant after the lawsuit was filed.

8 As far as the power of attorney, Your
9 Honor, I mean he's arguing about whether,
10 you know, he had knowledge of the
11 termination of the power of attorney.
12 That's a moot point, Your Honor.

13 You still can't -- even if you've got
14 a power of attorney that's valid, you
15 can't take it and use it for your own
16 benefit and your own purposes with no
17 notice and no permission and no knowledge
18 by my client.

19 That's why people get sued over a
20 misuse of a power of attorney, is because
21 they take somebody's money unknowingly,
22 which he admitted he did.

23 And he put it in his own account,
24 Your Honor, and it was only returned after
25 we sued him, Your Honor.

26 And so, like you said, he's asking
27 for a judgment, I guess, and a dismissal
28 for something he's already partially
29 admitted to doing and returning the money.

1 We've got a dispute over how much
2 more money my client would be entitled to.

3 HONORABLE ROBERT Q. WHITWELL: The
4 Court can rely on pleadings, depositions,
5 affidavits filed in the trial in the
6 court.

7 In addition to what you've said, it's
8 my understanding that Mr. Sullivant, Sr.
9 claims that Junior gave him -- took credit
10 for one half of the mortgage that he was
11 paying while Mr. Sullivant, Sr. wasn't
12 even living there --

13 MR. SWAYZE ALFORD: Yes, sir.

14 HONORABLE ROBERT Q. WHITWELL: -- and
15 the utilities as well.

16 MR. SWAYZE ALFORD: Yes, sir.

17 HONORABLE ROBERT Q. WHITWELL: And he
18 disputed the Costco card.

19 One thing that troubles me, Mr.
20 Sullivant, is -- and I think it's an issue
21 that would have to be ferreted out at
22 trial is, you know, this was a joint
23 account, and Mr. Sullivant, Sr. had an
24 absolute right to withdraw it.

25 And then you go in, allegedly, with a
26 power of attorney that supposedly has been
27 revoked, and you claim you have no actual
28 knowledge of it under 87-11-13.

29 I still think that there's a problem

1 there with the fact that the money that he
2 put into his name was his. There's some
3 dispute over that money.

4 It's kind of like the 51,000 when you
5 paid it back after the lawsuit. When I
6 was US Attorney, I prosecuted some very
7 influential people, who decided at the
8 last minute they would write us a check
9 and pay it into the state auditor to see
10 if they couldn't get around being
11 prosecuted.

12 And the fact that you paid the money
13 after the fact doesn't fly. You committed
14 the offense already before, before it
15 happened.

16 So I find that the 51,000 was not
17 paid on time, and that that was a
18 violation of Mr. Sullivant, Sr.'s rights.

19 And it creates some issues that the
20 Court feels are substantially enough to
21 override the motion for summary judgment
22 based on the pleadings and what's been
23 filed and my statements about these
24 particular instances and the dispute of
25 the fact about Ms. Stevens being -- having
26 created undue influence.

27 All of those factors are factual
28 issues that have to be ferreted out in the
29 proof at trial.

1 Therefore, the motion for summary
2 judgment will be denied.

3 MR. SWAYZE ALFORD: Thank you, Your
4 Honor.

5 Your Honor, we do have an order that
6 we have agreed upon that had to do with
7 that account, so Mr. Sullivant, Jr. can
8 have just some information from that
9 account.

10 HONORABLE ROBERT Q. WHITWELL: You
11 didn't bring it up, Mr. -- do what now?

12 MR. SWAYZE ALFORD: That is just an
13 order to amend the account that was frozen
14 just to allow Mr. Sullivant, Jr. to have
15 information on the account.

16 Thank you.

17 HONORABLE ROBERT Q. WHITWELL:
18 Swayze, you prepare the order.

19 MR. SWAYZE ALFORD: Yes, sir. I'll
20 have it brought over here today, Your
21 Honor.

22 HONORABLE ROBERT Q. WHITWELL: I find
23 it interesting, Mr. Sullivant, that you
24 filed a motion under Rule 201(b)(c)(2) to
25 establish certain facts.

26 I don't think that's what the intent
27 of that rule was, but I will take
28 everything you filed into consideration,
29 as well as what I have said today.

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MR. ROBERT SULLIVANT, JR.: Thank
you, Your Honor.

MR. SWAYZE ALFORD: Thank you, Your
Honor.

(WHEREUPON, THE PROCEEDINGS WERE
CONCLUDED.)

* * *

1 COURT REPORTER'S CERTIFICATE

2
3 STATE OF MISSISSIPPI

4 COUNTY OF UNION

5
6 I, Cecily Boone Faulkner, RPR, CSR,
7 Official Court Reporter for the Eighteenth Chancery
8 District, Mississippi, do hereby certify that to the
9 best of my skill and ability I have reported the
10 proceedings had and done in the above styled and
11 numbered cause on the docket of the Lafayette County
12 Chancery Court, and the above and foregoing twenty
13 (20) pages contain a true, full and correct
14 transcript of my stenographic notes and realtime
15 taken in said proceedings.16
17 I do further certify that my certificate
18 attached hereto applies only to the original and
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2223 This the 31st day of January, 2023.
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29
*1/3/ Cecily Boone Faulkner*CECILY BOONE FAULKNER, RPR, CSR
Official Court Reporter
512 Lakeview Cove
New Albany, Mississippi 38652
(662)316-1829
National RPR No. 048426
Mississippi CSR No. 1157

My Commission Expires: 1/12/2024

1 CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2

3 ROBERT SULLIVANT, SR. PLAINTIFF

4 VS. CAUSE NO. CV-2021-612

5 ROBERT SULLIVANT, JR. DEFENDANT

6

7

8 Transcript of 1/25/23

9

10

11 Original Transcript: \$ 90.00

12 Deposit Paid: 135.00

13 Balance from 1/12/23: 13.00

14

15 Amount to Refund: \$32.00

16

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18 Thank you,

19 Cecily

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1 CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2

3

4 ROBERT SULLIVANT, SR. PLAINTIFF

5 VS. CAUSE NO. CV-2021-612

6 ROBERT SULLIVANT, JR. DEFENDANT

7

8 *****

9 TRANSCRIPT OF THE MOTION HAD AND DONE IN THE
10 ABOVE-STYLED AND NUMBERED CAUSE, NOT FOR APPEAL
11 PURPOSES, BEFORE THE HONORABLE ROBERT Q. WHITWELL,
12 CHANCELLOR, ON THE 12TH DAY OF JANUARY, 2023, IN
13 MARSHALL COUNTY, MISSISSIPPI, TAKEN BY CECILY BOONE
14 FAULKNER, RPR, CSR, OFFICIAL COURT REPORTER FOR THE
15 EIGHTEENTH CHANCERY COURT DISTRICT OF MISSISSIPPI.

16 *****

17

18 APPEARANCES:

19 Present and Representing the Plaintiff:

20

21 HONORABLE SWAYZE ALFORD
22 Attorney at Law
23 1300 Van Buren
24 Oxford, Mississippi 38655

25 Present and Pro Se:

26

27 MR. ROBERT SULLIVANT, JR.
28 1002 Crawford Circle
29 Oxford, Mississippi 38655

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NO EXHIBITS

1 (WHEREUPON, THE CHANCERY COURT OF
2 MARSHALL COUNTY WAS DULY AND LEGALLY
3 CONVENED, AND THE FOLLOWING OCCURRED IN
4 THIS MATTER.)

5 HONORABLE ROBERT Q. WHITWELL: You
6 may be seated.

7 All right. We're getting started a
8 little early this morning, but we only
9 have one case. It appears to the Court
10 that everybody is here that needs to be
11 here.

12 Any objection to getting started
13 early, Mr. Sullivant?

14 MR. ROBERT SULLIVANT, JR.: No, Your
15 Honor.

16 HONORABLE ROBERT Q. WHITWELL: Mr.
17 Swayze?

18 MR. SWAYZE ALFORD: No, sir, Your
19 Honor.

20 HONORABLE ROBERT Q. WHITWELL: All
21 right. Then the Court is going to call
22 Chancery Court of Lafayette County,
23 Mississippi, CV-2021-612, *Robert*
24 *Sullivant, Sr. versus Robert Sullivant,*
25 *Jr., Mr. Alford, Ms. Ware, and Mr.*
26 *Sullivant, Jr., Pro Se.*

27 This is a plaintiff's motion by
28 Robert Sullivant, Sr. through Mr. Alford
29 to set aside the clerk's certificate of

1 default that was entered in December of
2 2022.

3 Are both parties ready? Are you
4 ready, Mr. Alford?

5 MR. SWAYZE ALFORD: Yes, Your Honor.

6 HONORABLE ROBERT Q. WHITWELL: Are
7 you ready, Mr. Sullivant?

8 MR. ROBERT SULLIVANT, JR.: Yes, sir.

9 HONORABLE ROBERT Q. WHITWELL: All
10 right. You're the movant.

11 MR. SWAYZE ALFORD: Your Honor, when
12 I first received the motion by Mr.
13 Sullivant, Jr. for default, my first
14 reaction was -- in thinking about the
15 conservatorship was that, well, you know,
16 it's one of those matters that an answer
17 is not required and is covered by Rule 81
18 as such.

19 And in looking at Rule 81, you know,
20 it talks about the actions triable not for
21 seven days. And it says an estate matter
22 and a ward's business, which notice is
23 required, but time is not described by a
24 statute.

25 I really thought the Rule 81 summons
26 at one time actually talked about
27 guardianship and conservatorship. It just
28 refers to wards and the ward's business.

29 And then looking at the statute, Your

1 Honor, as Mr. Sullivant, Jr.'s response
2 said yesterday that he had a conversation
3 with Mr. Golman about the fact that an
4 answer hadn't been filed. And Mr. Golman
5 said, *Well, a judge is not going to make*
6 *him file an answer. That's silly.*

7 And that's sort of the way I thought
8 about it as well at the time, you know, we
9 had -- I know Your Honor always reads what
10 has been submitted, and I feel like you
11 have read already my motion and what part
12 of it -- I don't want to rehash all of
13 that.

14 But we were moving pretty quickly
15 towards a trial. We had set the matter
16 for trial, you know, in November. We had
17 set it for late January. They then filed
18 their answer and countercomplaint.

19 That original order didn't mention
20 the countercomplaint because it hadn't
21 been filed at the time, so we filed a
22 second order, you know, saying that, hey,
23 not only is the complaint and the issues
24 in the complaint set to be heard on
25 January 31st, but the countercomplaint has
26 been filed. And that the Court sets a
27 hearing in to the merits of the
28 countercomplaint and any other relief
29 sought on January 31st.

1 So, I think, Mr. Golman and I, you
2 know, we had both had filed our respective
3 complaints setting them for a hearing as
4 to all matters on January 31st with the
5 idea that there would be a hearing.

6 And, Your Honor, that's what is
7 required under the statute for
8 conservatorships. I know Your Honor is
9 familiar with them, but, you know, I have
10 printed out statutes that I thought were
11 applicable for conservatorships.

12 It seems to be the crux of Mr.
13 Sullivant, Jr.'s response is that, well,
14 the conservatorship -- basically, you
15 ought to have a conservatorship by
16 default.

17 But if you look, Your Honor -- and I
18 will just go in order. So 93-24-01 talks
19 about what must be done and what must be
20 filed.

21 And in this -- under 401(3), *The*
22 *Court shall grant a conservator only on*
23 *those powers necessitated by demonstrated*
24 *limitations and needs of the respondent*
25 *and issue orders that will encourage the*
26 *development of the respondent's maximum*
27 *self-determination -- development of the*
28 *respondent's maximum self-determination*
29 *and independence. The Court may not*

1 *establish a full conservatorship if a*
2 *limited conservatorship or other less*
3 *restrictive alternative would meet the*
4 *need of the respondent.*

5 So you've got to decide that, Your
6 Honor, based on the evidence presented to
7 you.

8 In 93-24-02, it speaks to the
9 petition and what the petition must state
10 in order to proceed on the appointment of
11 a conservator.

12 *The petition must state the name and*
13 *address of the attorney representing the*
14 *petitioner, if any, and must set forth*
15 *under the style of the case and before the*
16 *body of the petition the following*
17 *language in bold or highlighted title set*
18 *forth in the statute.*

19 *The relief sought in this petition*
20 *may affect your legal rights. You have a*
21 *right to notice of any hearing on this*
22 *petition, to attend any hearing, and to be*
23 *represented by an attorney.*

24 Your Honor, again, I'm looking at
25 these statutes, you know, in a new light
26 when I'm getting ready for a hearing. I
27 mean, that's not in the counterpetition,
28 and the statute says it must be there.
29 There is no provision if it's not there.

1 Now, I think that can be cured, but,
2 nevertheless, the petition that they filed
3 doesn't comply with the statute.

4 Under 93-24-03, under subsection 1,
5 on receipt of a petition under 93-24-02
6 for appointment of a conservator for a
7 respondent, *The Court must set a date,*
8 *time, and place for a hearing on the*
9 *petition.*

10 Again, Your Honor, saying -- there is
11 no other way to interpret that, other than
12 the Court has a hearing on it and the
13 Court must set the time, date -- which we
14 did. We set a time, date, and a place for
15 a hearing.

16 *Unless the Court finds that the*
17 *respondent from whom the conservator can*
18 *be appointed is competent can join in the*
19 *petition, the petitioner must cause*
20 *summons to be served not less than seven*
21 *days before the hearing.*

22 Again, Your Honor, this is why I say
23 that this is covered under Rule 81 because
24 it contemplates potentially you could have
25 a hearing within seven days. Well, seven
26 days, you wouldn't have time to file an
27 answer, if it was set that quickly.

28 So again -- and it requires that the
29 respondent be personally served, which

1 again wasn't done in this case. It was
2 served as a countercomplaint served upon
3 me. Again, we set it for hearing, but in
4 this case Mr. Sullivant, Sr. is not
5 personally served.

6 Under 93-24-07 it talks about the
7 professional evaluation. So we ended up
8 agreeing on that, Your Honor. That was
9 part of their countercomplaint was they
10 wanted the Court to appoint a professional
11 to perform an independent medical
12 examination.

13 As we got up close to that
14 January 31st hearing date, we were trying
15 to resolve what we could resolve. And one
16 of the things that Mr. Golman and I agreed
17 upon was to do the IMEs.

18 So we entered an agreed order, which
19 I know you have seen, where we appointed
20 Dr. Hobbs and Mr. Thomas as the two
21 doctors who would do the IME.

22 And I put it in that order, Your
23 Honor, just at the time I wasn't thinking
24 that I would be here today trying to
25 defend it, but at the time I put in there
26 that Mr. Sullivant, Sr. contests the
27 allegations in the countercomplaint that
28 he needed a conservator. So that's in
29 that order, Your Honor.

1 So, certainly, in terms of whether we
2 denied that, put a defense up to that,
3 that is included in that order that we set
4 or the order we entered on the independent
5 medical examinations. And then we
6 continued the matter so we could do that,
7 Your Honor.

8 Of course, we did Dr. Hobbs. We did
9 Mr. Thompson. Later on, some time that --
10 they filed a motion to strike Dr. Hobbs's
11 testimony. Not long after they filed the
12 motion, Dr. Hobbs retired from the
13 practice of medicine.

14 My understanding was that he was
15 having some health issues, and my thought
16 at the time was that it was probably not
17 wise to make Dr. Hobbs come into court and
18 testify about an examination due to his
19 health reasons.

20 And I talked with Mr. Sullivant. I
21 said, *Look*, I said, *this could be a*
22 *problem with Dr. Hobbs.* I said, *I think*
23 *we ought to agree to get somebody else.*
24 And we did.

25 And we have that -- we entered an
26 order earlier this week for Dr. Perkins to
27 do the second IME. He's going to do that
28 next week.

29 So we're following that court order

1 that we entered, Your Honor. It took
2 longer than was ideal, but, nevertheless,
3 we have entered an order for that.

4 And my other point about that, Your
5 Honor, is the case still is not right to
6 be set for a hearing because we don't have
7 the second opinion and the second
8 certificate from a doctor, which is
9 required by the statute.

10 So the fact that, okay, an answer
11 hasn't been filed, if required, has not
12 delayed anything or prejudiced Mr.
13 Sullivant, Jr., because we would be in the
14 same situation we are today waiting on the
15 second IME.

16 They'll issue the report, and then
17 presumably we'll have a hearing. We can't
18 -- we couldn't have had it before now
19 anyway.

20 Under 93-24-07, it says, *That the*
21 *chancery court must conduct a hearing to*
22 *determine whether a conservator is needed*
23 *for the respondent.* So, again, it's
24 not -- it's just like these matters under
25 Rule 81, they're not taken as confessed.
26 In other words, you can't just file this
27 asking for a conservator.

28 We have entered an order for the IME
29 pursuant to the statute. You can't egress

1 and say, *Well, you haven't answered*, so a
2 default is entered into and a conservator
3 is appointed. This says you've got to
4 have a hearing on it.

5 *The chancery judge shall be the judge*
6 *of the number and the character of the*
7 *witnesses and the proof to be presented,*
8 *except that the proof must include*
9 *certificates from the doctor, which we*
10 have already talked about.

11 So again, the statute contemplates
12 and says that the chancery judge must
13 conduct a hearing as to the
14 conservatorship.

15 And then in 93-24-08, Your Honor, it
16 talks about the respondent's rights at a
17 hearing. At a hearing under this article,
18 *Respondent may present evidence and*
19 *subpoena witnesses*, which we had done that
20 in January. Both sides were subpoenaing
21 witnesses to be there until we agreed to
22 get the IMEs done first.

23 *Examine witnesses and otherwise*
24 *participate in the hearing.* My client has
25 a statutory right, Your Honor, to come to
26 a hearing, call witnesses, put on
27 evidence, participate however he deems
28 necessary to be a part of it.

29 And again --

1 HONORABLE ROBERT Q. WHITWELL: Was
2 that in '22 or '23, the subpoenas were
3 issued?

4 MR. SWAYZE ALFORD: In '22. That was
5 leading up to the hearing that was set
6 January the 31st, I think, of '22.

7 HONORABLE ROBERT Q. WHITWELL: All
8 right.

9 MR. SWAYZE ALFORD: Both parties
10 subpoenaed witnesses to come testify.

11 And then finally, Your Honor,
12 93-24-11, the order on appointment of a
13 conservator, it sets forth what you must
14 include in an order appointing a
15 conservator for an adult.

16 *The Court must include a specific*
17 *finding that clear and convincing evidence*
18 *has established. Identified needs of the*
19 *respondent cannot be met by a less*
20 *restrictive alternative.*

21 So again, Your Honor, you've got to
22 have a hearing. You've got to weigh the
23 evidence, witnesses, whatever documents,
24 and include a specific finding that clear
25 and convincing evidence established that
26 the respondent was given proper summons,
27 notifying the respondent of the hearing.

28 It goes on to say, *If it's a full*
29 *conservatorship, you've got to state the*

1 *basis for a full conservatorship. If it's*
2 *a limited conservator, then you've got to*
3 *state the specific property placed under*
4 *the control of the conservator and the*
5 *powers granted to the conservator.*

6 So again, Your Honor, all the
7 statutes on establishing a conservatorship
8 contemplate that a hearing must be had,
9 evidence must be put on, witnesses must
10 testify, and then you've got to make a
11 decision based on all of those things.

12 HONORABLE ROBERT Q. WHITWELL: Let me
13 ask you a question. I'm pretty sure from
14 looking at the file that Mr. Sullivant, or
15 whomever filed the crossclaim,
16 counterclaim, served the crossclaim on
17 you --

18 MR. SWAYZE ALFORD: Yes, sir.

19 HONORABLE ROBERT Q. WHITWELL: -- by
20 mail?

21 MR. SWAYZE ALFORD: Yes, sir.

22 HONORABLE ROBERT Q. WHITWELL: And
23 Mr. Sullivant, Sr. was not served by a
24 Rule 81 summons as required by this
25 statute?

26 MR. SWAYZE ALFORD: That's correct,
27 Your Honor.

28 And that's one of my -- my points is,
29 now, you know, looking in hindsight, you

1 know, at the time I wasn't thinking about
2 that. Mr. Golman and I are trying to get
3 things set. We're setting orders. But
4 now looking at the statute, it wasn't even
5 complied with.

6 HONORABLE ROBERT Q. WHITWELL: It's
7 similar to citing somebody for contempt of
8 court, even though you're in court and
9 fighting over child support and all of
10 these other things, when you file a
11 contempt citation, the law requires that a
12 summons be served upon the defendant,
13 regardless of whether they have a lawyer
14 or not.

15 MR. SWAYZE ALFORD: Yes, sir. The
16 statute is clear on personal service for
17 Mr. Sullivant, Sr., Your Honor.

18 So I feel like the conservatorship
19 issue is well setout, Your Honor. It's
20 not a situation where you can take a
21 default. It requires proof to be put on.
22 It requires a hearing for you to hear
23 witnesses and take on proof.

24 And the conservatorship, Your Honor,
25 runs throughout the countercomplaint. My
26 argument would be that you can't separate
27 the rest of his claims, you know, from the
28 conservatorship, that the conservatorship
29 runs throughout.

1 But as far as the rest of it goes,
2 you know, he's asked -- he asked for an
3 accounting. Basically, he says he wants
4 Mr. Sullivant, Sr. to account for this
5 personal property that is listed as to,
6 you know, retrieving those items and where
7 it is.

8 Again, there is no prejudice to that,
9 not having been done at this point. Those
10 things can be done. He mentions that
11 certain -- Mr. Sullivant, Sr. has taken
12 possession of certain funds, but -- in
13 paragraph 34, but it doesn't ask for
14 anything to be done about that.

15 So again, I say that there is nothing
16 lost as far as the accounting of his
17 personal property.

18 In paragraphs 35 and 36, Mr.
19 Sullivant Jr. is asking for compensation
20 for actions that he's done on behalf of
21 his father. You know, as far as having a
22 colorable defense, that is one of the
23 issues.

24 But, again, I think the
25 conservatorship has got to be addressed in
26 order to address these things, number one;
27 but, number two, he states no authority
28 for which he would be able to collect
29 retroactively money from Mr. Sullivant,

1 Sr. for things that he's done.

2 I don't know under what theory of law
3 because it's not set forth. I don't know
4 of any theory of law that would allow him
5 to now come back and charge his father for
6 services that he provided prior to the
7 filing of the counterclaim. But,
8 certainly, we have got --

9 HONORABLE ROBERT Q. WHITWELL: The
10 law is just the opposite.

11 MR. SWAYZE ALFORD: Yes.

12 HONORABLE ROBERT Q. WHITWELL: The
13 law is, is that family members ought to
14 take care of their parents and not charge
15 them for it, unless it's some contractual
16 relationship entered into that agrees to
17 that. I don't know that there's anything
18 plead in the pleadings about that.

19 MR. SWAYZE ALFORD: No, sir.

20 And then the last thing he asked for,
21 Your Honor, was by way of emergency
22 relief, and at the time there was a
23 contract pending for the sale of some
24 property. It was supposed to close at the
25 end of the year -- on or before the end of
26 the year 2021.

27 Mr. Sullivant, Jr. we learned wasn't
28 going to close. And he pled in his
29 countercomplaint his concern was that,

1 well, he didn't want to close because he
2 wanted there to be a 1031 exchange. And
3 if Senior didn't comply, the consequences
4 would be severe, so he didn't close on
5 time.

6 So that carries over into January
7 when the buyers hired a lawyer, Roy
8 Liddell, to represent them to enforce the
9 contract. And that was going to be an
10 issue before that January 31st hearing as
11 well, but we dealt with that.

12 Part of my motion to set aside had to
13 do with, we settled a number of things,
14 which we did. We agreed upon a number of
15 things to try to get things resolved.
16 It's not like I just ignored this
17 countercomplaint that was filed.

18 We were trying to resolve issues that
19 we could, litigate the issues that we
20 needed to and get the IMEs done. But at
21 any rate, we closed on that property.

22 So the emergency relief, you know,
23 that's sought I would say is moot because
24 we closed on the sale. The monies are
25 being held, and the Court can decide what
26 to do with that, again after the
27 conservatorship is ruled upon at a
28 hearing, Your Honor.

29 So for all of those reasons, Your

1 Honor, mostly because I say there is not
2 an answer required under the statute or
3 the rules. The Court has got to require a
4 hearing, got to hear proof.

5 And as to the rest of it, Your Honor,
6 you know, we did -- we did defend the
7 complaint. We did take actions to protect
8 Mr. Sullivant, Sr.'s interest in the
9 matter. We agreed on certain things we
10 could agree on and addressed those by
11 order, and the things that we didn't are
12 going to be before the Court.

13 But, again, we can't do that until
14 Dr. Perkins finishes his evaluation next
15 week, and then we can set a hearing.

16 And there is no prejudice, you know,
17 on Mr. Sullivant, Jr. to having a hearing
18 after that comes back, and that's what was
19 contemplated when we entered the order.

20 HONORABLE ROBERT Q. WHITWELL: All
21 right.

22 MR. SWAYZE ALFORD: Thank you.

23 HONORABLE ROBERT Q. WHITWELL: Mr.
24 Sullivant. Keep in mind, I've read what
25 you've filed. Make your argument as best
26 you can --

27 MR. ROBERT SULLIVANT, JR.: Thank
28 you. I'm not sure exactly where to start,
29 but I would like to address some of the

1 things that Mr. Alford stated.

2 He stated in my -- that the language
3 in my cross-complaint, pertaining to
4 putting my father into a conservatorship,
5 was not in compliance with the code, which
6 I agree it is not.

7 And I did ask Mr. Golman about that
8 explicitly and expressly the same time
9 that I asked him about the answer -- why I
10 haven't gotten an answer to my crossclaim.

11 And he said flatout that he didn't
12 have to do that. I didn't quite
13 understand that, but that is exactly what
14 Mr. Golman has told me. And it has been
15 on my mind ever since, and I assumed that
16 that was not correct. And, additionally,
17 I was going to have to correct that.

18 But in all candor, my application for
19 default does not really pertain to the
20 conservatorship because actually right
21 after I filed my application for default,
22 Mr. Alford filed a motion to put my father
23 into a conservatorship.

24 And I thought that was out of order
25 and too soon because we haven't done the
26 things as he's pointed out in the code to
27 do. So I thought we were beginning to
28 rush into putting him into a
29 conservatorship and making an appointment

1 of a conservator before some other issues
2 had been cleared up. And --

3 HONORABLE ROBERT Q. WHITWELL: Like
4 what? What other issues?

5 MR. ROBERT SULLIVANT, JR.: Well, as
6 Mr. Alford referred to in my complaint,
7 there's issues of personal equipment --
8 personal property that I have not gotten
9 back that my father has given away, which
10 I have asked for it to be returned.

11 And quite frankly, I've brought that
12 issue up many times. I've never heard
13 anything about it from Mr. Alford about
14 how we can get the farm equipment, for
15 example, back. I need to have it.

16 I have missed -- I've missed being
17 able to do jobs for other people because I
18 did not have this farm equipment. And I
19 have asked for it back many times, but my
20 father has given it to my cousins.

21 And upon my former counsel, Mr.
22 Driskell, calling my cousin asking for the
23 return of it, my cousin said that he would
24 call the sheriff's department if I came
25 out there and tried to get it. So I kind
26 of assumed at that point that my cousins
27 had converted it to their own property.
28 So -- that whole issue.

29 And meanwhile on the issue of

1 compensation that Mr. Alford brought up,
2 and you said correctly there is no
3 contract, but I did have a contract with
4 my parents. It was verbal and it was
5 expressed, and it was very clear -- and it
6 was very clear.

7 Upon my parents purchasing the
8 remaining shares of my grandparent's
9 estate, they asked me if I wanted to do
10 that. I said, *Yes*. And they said, *Well,*
11 *you will have to take care of us when we*
12 *get older*. And I said I would do that.

13 So my parents expended the funds to
14 purchase the remaining shares from the
15 other heirs of my grandparent's estate so
16 I could have more land. And my mother
17 said, *This land will be for you to make a*
18 *start or to do what you want to with it*
19 *after you take care of us*. And that was
20 the expressly, verbal contract.

21 Being between parents, I didn't think
22 we needed to really write that down. And
23 I never thought anything would ever happen
24 to -- would happen to where my parents
25 would breach their side of the contract.
26 But without a doubt, I have fulfilled my
27 side of the contract.

28 When my father called me in
29 approximately --

1 HONORABLE ROBERT Q. WHITWELL: We're
2 getting a little far afield of what we're
3 here today about.

4 MR. ROBERT SULLIVANT, JR.: Okay.

5 HONORABLE ROBERT Q. WHITWELL: If you
6 would prevail on me denying the --

7 MR. ROBERT SULLIVANT, JR.: Motion?

8 HONORABLE ROBERT Q. WHITWELL: --
9 motion, then under Rule 55 you would be
10 allowed to proceed to notice --

11 MR. ROBERT SULLIVANT, JR.: Okay.

12 HONORABLE ROBERT Q. WHITWELL: --
13 three-day's notice to present damages,
14 whatever you might claim.

15 MR. ROBERT SULLIVANT, JR.: Okay.

16 HONORABLE ROBERT Q. WHITWELL: But
17 until you get to that point, that's really
18 irrelevant.

19 The issue is, and it seems to me,
20 that we're dealing with -- regardless of
21 whether -- there are other issues, I
22 assume, that y'all are going to have to
23 ferret out if we go to trial on this?

24 MR. ROBERT SULLIVANT, JR.: Yes.

25 HONORABLE ROBERT Q. WHITWELL: But
26 there is still the issue that you were
27 asking for a conservatorship, and he's
28 asked for a conservatorship; and,
29 therefore, we've got to comply with the

1 rules.

2 And the rules came into effect
3 January 1st, 2020. Not last year. They
4 were effective January 1st, 2020. And
5 anything involving a conservatorship goes
6 back to that date, and it applies to these
7 rules that he's presented.

8 And if there is a conflict in the
9 rules and the statutes that he's cited,
10 the rules prevail. And the rule provides,
11 Rule 81, that he can have minor business
12 and so forth with seven days' notice, and
13 you don't have to file an answer in those
14 type of things.

15 So to do part of it, I mean, there
16 is -- there are some issues here that are
17 going to have to be resolved beyond that.
18 But even in the statute of the GAP Act, it
19 requires that we serve notice on Mr.
20 Sullivant.

21 So in order to get to all of those
22 things, you're asking -- what you're
23 asking for is to accept the
24 conservatorship over him, but then turn
25 over assets to you that you think belong
26 to you that somehow might be through some
27 inheritance or something. This man is
28 still alive. It didn't come to that
29 point.

1 But at any rate, I'm hearing what you
2 have to say, but if you're going to
3 testify about all of these things, I think
4 you need to be put under oath because you
5 are not a lawyer. You are operating for
6 yourself.

7 Do you want to continue with what
8 you're doing on that?

9 MR. ROBERT SULLIVANT, JR.: No. The
10 only thing I was doing was responding to
11 Mr. Alford's -- what he said up here, and
12 I didn't quite agree with what he said.

13 HONORABLE ROBERT Q. WHITWELL: All
14 right. I guess what I'm saying is if what
15 you're doing is testimony, then I have got
16 to swear you in. So --

17 MR. ROBERT SULLIVANT, JR.: I will be
18 more than happy to be sworn in.

19 HONORABLE ROBERT Q. WHITWELL: All
20 right. Well, let's swear you in just for
21 the record. Raise your right hand to be
22 sworn.

23 (WHEREUPON, MR. SULLIVANT FACED THE
24 CLERK AND RAISED HIS RIGHT HAND TO TAKE
25 THE OATH.)

26 HONORABLE ROBERT Q. WHITWELL: And do
27 you also swear or affirm -- raise your
28 hand -- that the testimony you have given
29 on the record to this point is the truth

1 and the whole truth and nothing but the
2 truth?

3 MR. ROBERT SULLIVANT, JR.: I do.

4 HONORABLE ROBERT Q. WHITWELL: All
5 right. Well, that covers all of that.

6 MR. ROBERT SULLIVANT, JR.: Okay.

7 HONORABLE ROBERT Q. WHITWELL: I
8 apologize. But when we're dealing with a
9 pro se, I have to follow the rules.
10 You're not a lawyer --

11 MR. ROBERT SULLIVANT, JR.: I'm not
12 surprised that I had to do that.

13 HONORABLE ROBERT Q. WHITWELL: All
14 right. Go ahead. I'm listening to you.

15 MR. ROBERT SULLIVANT, JR.: All
16 right. Well, so let me just jump into
17 what I was going to respond to the actual
18 motion to set aside the -- my application
19 for entry of default.

20 First, I would like to say how we
21 basically -- how we kind of got here, and
22 this will, I guess, be me testifying. But
23 what had happened was and how we got here
24 in this position that I'm very shocked
25 that we got into is back in April of 2021,
26 we sold -- my father and I sold the
27 farmhouse that we had both inherited from
28 my mother.

29 And in the process, I also had hired

1 a sitter for my father, Evelyn Stevens,
2 which I believe she's in the courtroom
3 today, to take care of him or to sit with
4 him and take care of him the days that I
5 wasn't able to be there.

6 Well, that -- everything with her
7 went very fine until the point where I had
8 decided to finally move forward with
9 putting my father into a conservatorship.
10 I had been discussing this with my former
11 counsel, Tom Suszek, since 2017, and I
12 didn't feel like I could do it.

13 But then my father was writing checks
14 for over \$1,000.00 a month to various scam
15 -- what I would call scam organizations,
16 and I believed it to be an obsession that
17 he couldn't control.

18 So I had told Ms. Stevens that, you
19 know, I just could not manage that
20 anymore, and I was going to have to move
21 forward with putting my father into a
22 conservatorship. At that time or soon
23 thereafter, she tells my father that I'm
24 putting him into a conservatorship,
25 basically, so I could steal his money.
26 And that --

27 MR. SWAYZE ALFORD: Your Honor, I was
28 intending on just not saying anything and
29 let him go --

1 MR. ROBERT SULLIVANT, JR.: Okay.

2 MR. SWAYZE ALFORD: -- you know, but
3 now we're getting into hearsay. And we've
4 gone way beyond why we're here, but,
5 again, I was going to let him go. But I
6 can't just sit here and let him give
7 comments and statements from somebody else
8 to his dad where he wasn't there.

9 HONORABLE ROBERT Q. WHITWELL: You
10 can't do hearsay, Mr. Sullivant.

11 MR. ROBERT SULLIVANT, JR.: I know.
12 I understand.

13 So at that time, I told my father we
14 would find a new house for him to live in,
15 which he for some reason didn't like his
16 current house. So I said, *As soon as we*
17 *put this house on the market, we will buy*
18 *a new house with the proceeds from the*
19 *farm sale.*

20 Well, Ms. Stevens and him started to
21 look for houses on Zillow. I know this
22 for a fact because I went and tracked his
23 browser activity. And a real estate agent
24 did call the house the day they went to go
25 see a house to see if they made it over
26 there.

27 So at that time, I became very
28 nervous that my father was going to take
29 the money from the joint account and go

1 buy a house.

2 So once he moved the money, our joint
3 funds, to his own account, I promptly, on
4 advisement from my counsel at the time,
5 moved the funds back through my power of
6 attorney, which was still in effect,
7 because I had not been told that my father
8 had canceled it the day after he
9 transferred the funds.

10 But things that Ms. Stevens did say
11 in her deposition is that she did find the
12 POA, and that she did take my father to
13 Jay Westfaul's office to have --

14 MR. SWAYZE ALFORD: Your Honor, we're
15 going into hearsay testimony. If he wants
16 to talk about all this history, I --

17 MR. ROBERT SULLIVANT, JR.: Well,
18 this is what she said in a sworn
19 deposition.

20 MR. SWAYZE ALFORD: I don't think it
21 is relevant to why we're here, Your Honor.
22 It is still hearsay testimony, an out of
23 court statement coming in for the truth of
24 the matter, so I object to that.

25 HONORABLE ROBERT Q. WHITWELL: Well,
26 I'm going to hear him out. I mean, she
27 gave a deposition. It would sound --

28 MR. ROBERT SULLIVANT, JR.: Yeah.
29 She stated clearly in the deposition that

1 she had found the power of attorney, and
2 she stated that she took my father to Jay
3 Westfaul's office in Batesville,
4 Mississippi, to have it revoked. And that
5 was the day after my father had
6 transferred our money to his own personal
7 account.

8 HONORABLE ROBERT Q. WHITWELL: All
9 right. Let me ask you about that, Mr.
10 Sullivant.

11 If I understand what you're telling
12 me, you and your father put money that
13 came out of the sale of the property into
14 a joint account. Do you understand what a
15 joint account is?

16 MR. ROBERT SULLIVANT, JR.: Yes, sir.

17 HONORABLE ROBERT Q. WHITWELL: Well,
18 Mr. Sullivant had just as much right to
19 write it all out as you did. Power of
20 attorney or no power of attorney, he wrote
21 it out.

22 Now, you went back and got it by use
23 of a power of attorney that he had
24 revoked.

25 MR. ROBERT SULLIVANT, JR.: Right.

26 HONORABLE ROBERT Q. WHITWELL: You
27 claim you didn't have notice of that, I
28 assume, is what your position is. But he
29 still had -- I don't know if he gave it to

1 the bank or not, but the money should have
2 stayed where it was. He had authority to
3 draw it out in a joint account.

4 So go to the bank and you put it back
5 where?

6 MR. ROBERT SULLIVANT, JR.:
7 Originally, I had the bank move it back to
8 the joint account.

9 HONORABLE ROBERT Q. WHITWELL: Okay.

10 MR. ROBERT SULLIVANT, JR.: And then
11 from there, I moved it to my personal
12 account. I moved some of the funds to my
13 father's investment account, and then I
14 moved some to my investment account
15 because I was still planning on using that
16 money to purchase a house.

17 And the part that I put in my
18 investment account, which, you know, is
19 part mine too, is what I was going to
20 expend on -- put down on a new house for
21 us.

22 HONORABLE ROBERT Q. WHITWELL: How
23 much was that?

24 MR. ROBERT SULLIVANT, JR.: About
25 180,000, I think. Yeah, something close
26 to that.

27 HONORABLE ROBERT Q. WHITWELL: All
28 right. Well, I guess Mr. Alford is right.
29 We're getting off into matters that would

1 be presented to me at trial as to what
2 these facts are.

3 I guess what I'm interested in from
4 you is, is that you pretty well set out
5 your position as to why this shouldn't be
6 set aside, but we're dealing with an entry
7 of default.

8 A lot of your cases and things that
9 you cited in there are dealing with
10 default judgments, and there is a
11 difference in an entry of default and a
12 default judgment. And no default judgment
13 has been entered in this case, and one is
14 not going to be entered without proof and
15 evidence to even prove any damages or to
16 prove the conservatorship or prove
17 anything else. It would have to be a full
18 blown hearing on that.

19 So the real issue is, is what is the
20 prejudice of setting aside the entry of
21 default? And in addition to that, Rule
22 60(b) provides that -- the Court can look
23 at 60, Rule 60, in these type of matters,
24 and there are certain things -- there's
25 inadvertence, mistake, other things.

26 Mr. Alford used the word *overlooked*.
27 I don't know if that's the correct word,
28 but a mistake. Others are mentioned in
29 the rule.

1 MR. ROBERT SULLIVANT, JR.: Right.

2 HONORABLE ROBERT Q. WHITWELL: So for
3 whatever reason, he didn't file an answer.
4 And at this point, the Court can allow him
5 to file an answer and can't allow this
6 matter to go forward because it's going to
7 go forward with or without an answer to
8 the proof that you're getting into right
9 now. We're going to have to resolve those
10 issues.

11 And we're going to have to resolve
12 the issue of the conservatorship, and that
13 is an integral part of this proceeding,
14 the conservatorship. And y'all both have
15 agreed that your father needs to be
16 reevaluated.

17 Dr. Hobbs, he's been my document for
18 40 years. He's kind of gone off the map,
19 and he's having to retire. And so he's
20 not really -- shouldn't be giving an
21 opinion, in my opinion, in this case.
22 That's why y'all agreed for some other --
23 Dr. Perkins or somebody else.

24 He's a great doctor, been a great
25 doctor for all this time here in Oxford.
26 He's had some issues. I don't think he
27 would -- I would accept him as a qualified
28 expert right now to testify about your
29 father's condition. All he can do is read

1 from his notes pretty much.

2 But, anyway, I'm interested in what
3 you have to say about that. I have read
4 your memorandum. You have done an
5 excellent job of writing down what you put
6 here in your response.

7 You have given a long affidavit,
8 which as I said is really not applicable
9 to this part of the procedure.

10 MR. ROBERT SULLIVANT, JR.: I was
11 afraid it wouldn't hurt to get the facts
12 out there.

13 HONORABLE ROBERT Q. WHITWELL: Well,
14 you are bringing me up to speed as to what
15 your position is, but it is -- it's really
16 more --

17 MR. ROBERT SULLIVANT, JR.: And I
18 apologize for that, but, you know, I just
19 felt like I needed to bring us up to speed
20 since this is our first time in court, and
21 I did get a little long winded on why we
22 were actually here today.

23 HONORABLE ROBERT Q. WHITWELL: Well,
24 that's okay. Hey, you're not a lawyer,
25 but you're entitled to represent yourself
26 to the best of your ability.

27 MR. ROBERT SULLIVANT, JR.: I'm
28 trying to.

29 HONORABLE ROBERT Q. WHITWELL: And

1 when you come into court as a pro se
2 lawyer, you're required to know the rules
3 and abide by the rules, and you've done a
4 pretty doggone good job of filing what
5 you've filed.

6 MR. ROBERT SULLIVANT, JR.: Well,
7 thank you.

8 HONORABLE ROBERT Q. WHITWELL: But I
9 still think the issue is whether or not
10 there is reason for me to set aside an
11 entry of default that has not been
12 adjudicated as to all of these issues that
13 you are claiming now and going to have to
14 prove at some point that is not going to
15 be prejudicial --

16 MR. ROBERT SULLIVANT, JR.: Yes, sir.

17 HONORABLE ROBERT Q. WHITWELL: -- to
18 remove the default. And I'm inclined to
19 do that, unless you convince me otherwise.

20 MR. ROBERT SULLIVANT, JR.: Okay. As
21 I stated when I got up here, I kind of
22 didn't know where to start. I thought I
23 should reply to some things Mr. Alford
24 said, but I can hop into what I had
25 prepared today to --

26 HONORABLE ROBERT Q. WHITWELL: Tell
27 me whatever you want to tell me.

28 MR. ROBERT SULLIVANT, JR.: Okay.

29 HONORABLE ROBERT Q. WHITWELL: I'm

1 not cutting you off.

2 MR. ROBERT SULLIVANT, JR.: In Mr.
3 Alford's motion, he states that there is a
4 three-prong test. I think it is via -- or
5 from the *Allstate* case, that good cause
6 has to be shown, a colorable defense, and
7 that prejudice has not occurred to the
8 non-movant if this is -- if his motion
9 prevails.

10 And I would like to go into those
11 very quickly --

12 HONORABLE ROBERT Q. WHITWELL: But he
13 actually cites that in *Tatum versus*
14 *Barrentine*. But, go ahead.

15 MR. ROBERT SULLIVANT, JR.: Oh, okay.
16 It's probably also referred to as --

17 HONORABLE ROBERT Q. WHITWELL: It's
18 also referred to in *Allstate Insurance*
19 *versus Green*.

20 MR. ROBERT SULLIVANT, JR.: Exactly.
21 But to show a matter of good cause, if I
22 can quote from *Tucker versus Williams*,
23 which Mr. Alford cites in his motion, *Good*
24 *cause shown requires the moving party to*
25 *provide an explanation for the default or*
26 *give reasons why vacation of the default*
27 *entry would serve in the best interest of*
28 *justice*.

29 And I just don't believe Mr. Alford

1 has done that by stating that -- I just
2 don't think an oversight is a good cause
3 to have a -- have the default entry set
4 aside.

5 And I would like to go further into,
6 Mr. Alford -- I don't think that his
7 refusing or over sighting the filing of
8 the answer is really a nominally or just
9 an oversight because, I think, almost
10 everything on the case on my claims he's
11 pretty much ignored or tried to delay as
12 much as possible.

13 I would like to state a few examples
14 of that. I think it goes toward his bad
15 faith toward trying to defend against my
16 crossclaims, and that the -- his oversight
17 of filing an answer is just not an
18 oversight. It's just that he was trying
19 to delay this case as much as possible.

20 HONORABLE ROBERT Q. WHITWELL: We
21 have been through Tom Suszek to start with
22 in 2017 --

23 MR. ROBERT SULLIVANT, JR.: Right.

24 HONORABLE ROBERT Q. WHITWELL: -- and
25 then you've been with Mr. Golman when you
26 filed this complaint --

27 MR. ROBERT SULLIVANT, JR.: Well, Tom
28 was never on this case.

29 HONORABLE ROBERT Q. WHITWELL: Well,

1 he was advising you. You talked to him
2 about matters and the estate and so forth
3 and what to do with your estate, your
4 mom's estate and your dad's estate and all
5 of that.

6 Then you got Brad, and then they were
7 negotiating. You admitted here that Brad
8 told you that you weren't required to file
9 an answer --

10 MR. ROBERT SULLIVANT, JR.: Right.

11 HONORABLE ROBERT Q. WHITWELL: --
12 under the GAP Act when you have a
13 seven-day notice on an 81 deed of business
14 matters of the ward.

15 Then you -- I don't know how long
16 Brad was in it, but it was a good while
17 because I read most of the pleadings. And
18 then Mitchell got in, Mitchell Driskell,
19 and you terminated both of them.

20 There had been negotiations back and
21 forth with Mr. Alford and them, and I
22 don't know what was said between those two
23 as to what they were trying to do.

24 I don't know, but it seems to me from
25 reading some of this that there was some
26 misunderstanding about when he was
27 supposed to hold the trust funds in his
28 account, but yet they got transferred to a
29 bank account. Something happened there

1 that somebody had to agree to that to move
2 those funds. I wouldn't think that Mr.
3 Alford just moved those funds on a whim to
4 some bank account.

5 So there were a lot of things that
6 were going on, negotiations, and
7 negotiations about doctors and depositions
8 and taking Ms. Stevens's deposition.

9 There were plenty of things going on,
10 and discovery had been filed. This case
11 wasn't ready for trial.

12 MR. ROBERT SULLIVANT, JR.: I agree.
13 It hasn't been, but it's been on the books
14 for over a year. And I believe --

15 HONORABLE ROBERT Q. WHITWELL: Well,
16 now you've gotten in it, and you're
17 pushing it, Mr. Sullivant. And what we're
18 trying to do here today is, we're going to
19 get it on the books.

20 This is the first time I have seen
21 you.

22 MR. ROBERT SULLIVANT, JR.: Right.

23 HONORABLE ROBERT Q. WHITWELL: You
24 could have filed some things. You have
25 been filing stuff and going down to the
26 clerk's office.

27 By the way, I checked the records
28 yesterday, and you had my clerks file
29 something that is totally improper for you

1 to file. You had them file an order that
2 you were trying to submit that had never
3 been signed by me.

4 Why did you do that?

5 MR. ROBERT SULLIVANT, JR.: I'm not
6 sure what you're speaking of.

7 HONORABLE ROBERT Q. WHITWELL: When
8 you filed whatever you filed yesterday or
9 day before, you filed an order that you
10 had -- I guess you were requesting me to
11 sign an order granting your motion, or
12 whatever, today.

13 You filed that motion, and the clerk
14 made a notation in the record --

15 MR. ROBERT SULLIVANT, JR.: Right.

16 HONORABLE ROBERT Q. WHITWELL: --
17 that she filed it because you said you
18 wanted it filed, and it wasn't signed by a
19 judge.

20 MR. ROBERT SULLIVANT, JR.: Okay.
21 Now I do remember that. That's the
22 proposed order, and I was going towards
23 the rules of procedure that said that I
24 had to file a proposed order.

25 And it states that it's styled,
26 *Proposed Order*, and it's not signed by
27 anybody. And I was just following --

28 HONORABLE ROBERT Q. WHITWELL: I
29 don't know where you got that out of a

1 rule --

2 MR. ROBERT SULLIVANT, JR.: Okay.

3 HONORABLE ROBERT Q. WHITWELL: -- but
4 the proper process would have been for you
5 to bring it to court today. And if I
6 denied it, then you could ask the court
7 reporter to make it a part of the record.

8 And if you take an appeal at some
9 point -- this is not a final judgment in
10 this case. Until a final judgment is
11 rendered, you can't file an appeal anyway,
12 but you can make a record by putting it in
13 the official record.

14 Because the only official record of
15 this proceeding is what this court
16 reporter takes down. It's not what some
17 clerk does in Oxford, Mississippi.

18 So it was an improper order, and I
19 didn't appreciate it because you're not
20 supposed to do things that a lawyer is not
21 supposed to do.

22 MR. ROBERT SULLIVANT, JR.: My intent
23 was not to file an order as it has been
24 complete, but was to file a proposed
25 order.

26 HONORABLE ROBERT Q. WHITWELL: No,
27 you told her you were trying to make a
28 record of it.

29 MR. ROBERT SULLIVANT, JR.: Well --

1 HONORABLE ROBERT Q. WHITWELL: That
2 you wanted to file it -- I think that's
3 what she wrote on the --

4 MR. ROBERT SULLIVANT, JR.: Okay.
5 I'm confused.

6 HONORABLE ROBERT Q. WHITWELL: I
7 wrote it down somewhere.

8 MR. ROBERT SULLIVANT, JR.: That was
9 not my intention at all.

10 HONORABLE ROBERT Q. WHITWELL: Well,
11 anyway. On 1/15/23 Robert Sullivant, Jr.
12 had the clerk file a proposed order that
13 was not signed by the judge. Not signed
14 by me. That is what was done.

15 Anyway, so that's the date it was
16 signed. But, anyway, you don't file
17 orders that aren't signed by me. I mean,
18 until I --

19 MR. ROBERT SULLIVANT, JR.: Well, I
20 misunderstood the rules. I was merely
21 trying to comply with the Mississippi
22 Rules of Civil Procedure when it had to do
23 with objecting to the motion to set
24 aside --

25 HONORABLE ROBERT Q. WHITWELL: You
26 see, you were telling a clerk what you --
27 your interpretation of the rule was trying
28 to tell a clerk what to file. And you
29 should have been coming to me and asking

1 me if this is the proper way to do it.
2 I'm presenting an order for you, Judge,
3 and would you sign it?

4 And if I look at it and say, I'm not
5 signing this, you would have presented it
6 today, is what you should have done.

7 MR. ROBERT SULLIVANT, JR.: Okay.

8 HONORABLE ROBERT Q. WHITWELL: And at
9 the end of this hearing, you would present
10 your order.

11 But be that as it may, let's move on.

12 MR. ROBERT SULLIVANT, JR.: Okay.

13 HONORABLE ROBERT Q. WHITWELL: I'm
14 trying -- go ahead with your argument.

15 MR. ROBERT SULLIVANT, JR.: As I was
16 stating --

17 HONORABLE ROBERT Q. WHITWELL: --
18 talking about good cause and *Allstate* and
19 the *Simmons* case and so forth.

20 MR. ROBERT SULLIVANT, JR.: Yes, sir.
21 Yes, Your Honor.

22 I believe Mr. Alford has shown bad
23 faith in how he has conducted his defense
24 of the complaint that I have filed. He
25 has never addressed or conferenced with me
26 on any of the other items or my other
27 demands that I've made in my
28 cross-complaint.

29 HONORABLE ROBERT Q. WHITWELL: When

1 did you take over as your own counsel?

2 When did you do that?

3 MR. ROBERT SULLIVANT, JR.: August,
4 September.

5 HONORABLE ROBERT Q. WHITWELL: That's
6 when you -- did you terminate Mr.
7 Driskell --

8 MR. ROBERT SULLIVANT, JR.: Yes, sir.
9 Yes, Your Honor.

10 HONORABLE ROBERT Q. WHITWELL: -- in
11 August or September?

12 MR. ROBERT SULLIVANT, JR.: I would
13 have to -- it seems like it was at the
14 very end of the summer, beginning of the
15 fall.

16 HONORABLE ROBERT Q. WHITWELL: All
17 right. Just trying to find out when you
18 got in it and when Mr. Alford would have
19 started negotiating with you.

20 MR. ROBERT SULLIVANT, JR.: And so
21 back to that order that Mr. Alford
22 referred to, that order for the IMEs,
23 basically, that order had two things it
24 asked for. It asked for two independent
25 medical examinations, and it asked for --
26 to have the funds from the land proceeds
27 put into Mr. Alford's trust account and
28 that was per me requesting that.

29 And I had discussions with Mr. Golman

1 about it, and he assured me that that
2 money would be put into Mr. Alford's trust
3 account, and that was in the court order.
4 Then I said, *Well, that will be fine.*
5 *We'll go ahead and sign that order.*

6 But at the same time, it also asked
7 for two IMEs, and there was a delay by Mr.
8 Alford in getting that order signed. I
9 recall asking Mr. Golman, *why is this --*
10 *what's the delay?* He goes, *I don't know.*

11 But it turns out that in my -- what
12 my understanding and belief is, is that
13 Mr. Alford was waiting to get back the
14 Hobbs opinion before he signed the -- that
15 order because the Hobbs opinion is dated
16 on the 7th, and he signed the order on the
17 8th, which was, you know, many days after
18 he had received the order and had agreed
19 to it with Mr. Golman. So I believe there
20 was some gamesmanship being played there
21 to my detriment.

22 And then I think also trying to
23 select Hobbs to do the IME, as you pointed
24 out, he really wasn't qualified for this
25 type of an exam, and that's basically why
26 his opinion was struck from the record.

27 HONORABLE ROBERT Q. WHITWELL: I
28 don't know about that, but --

29 MR. ROBERT SULLIVANT, JR.: And then

1 when I finally got Mr. Driskell to get a
2 motion to strike Hobbs, Mr. Alford took as
3 long as possible as he could to set that
4 motion. And we never heard that motion,
5 until August the 30th is when it was set,
6 and we originally set out trying to strike
7 Hobbs, you know, back in April. And it
8 just seems like it was taking a long time
9 because we weren't getting the proper
10 cooperation in doing so.

11 And then the day before we were
12 supposed to have the hearing to strike
13 Hobbs, Mr. Alford agrees with Mr. Driskell
14 to strike Hobbs. But again, he won't sign
15 the order that actually makes that happen.
16 And so he delayed -- according to Mr.
17 Driskell, he couldn't get through to him.
18 He didn't respond. He didn't know why Mr.
19 Alford was delaying.

20 So, again, I think that is just bad
21 faith in pretty much all of his actions
22 toward my crossclaims complaint was, you
23 know, trying to thwart or not defend or
24 not respond to them.

25 I'm getting a little dry throat here.
26 And then, furthermore, in that order --
27 no, later in March, I had asked Mr.
28 Golman -- because I had learned that my
29 father purchased a pickup truck. I go, I

1 *need to see that sales information for*
2 *that pickup truck to see where he got the*
3 *money and did he get a good deal on that*
4 *truck.*

5 So Mr. Golman -- per Mr. Golman that
6 told me is that he had asked Mr. Alford
7 for that. He would not give it to him by
8 verbal request, so Mr. Golman filed a
9 request for discovery, I think, on
10 April 22nd. That request was ignored by
11 Mr. Alford.

12 Then Mr. Driskell sends Mr. Alford a
13 letter on July the 6th, asking for that
14 discovery to be produced in ten days.
15 That did not happen. Then on that motion
16 on August 30th, the truck sales
17 information was agreed to be produced.

18 And, again, Mr. Alford did not agree
19 with his verbal agreement to provide that,
20 and I actually had to have a conference
21 with Mr. Alford to get that information,
22 at which time he tells me that
23 Ms. Stevens's name is on the truck.

24 So I think that's why he was delaying
25 in getting me that information is because
26 he did not want me to know that
27 Ms. Stevens's name was on the truck, which
28 I think is very improper in my opinion.

29 Then I find out from reading through

1 the sales information that -- sorry, I'm
2 getting a very dry throat.

3 HONORABLE ROBERT Q. WHITWELL: Get
4 him a glass of water.

5 THE BAILIFF: (Complies.)

6 MR. ROBERT SULLIVANT, JR.: I saw a
7 sign out there that said, *No Drinks*
8 *Allowed*, so I didn't bring anything in.

9 So at that point, I saw that he had
10 paid cash for the truck. And I was, like,
11 how did he get that much money?

12 So during the deposition, Ms. Stevens
13 said her name and my father's name was on
14 two accounts at FNB Bank at Oxford, so I
15 subpoenaed the bank statements.

16 And then that's when I learned that
17 the farm proceeds actually went into the
18 FNB account and not Mr. Alford's trust
19 account, which is a direct overt violation
20 of the court order.

21 I don't know what kind of deal
22 Mr. Golman and Mr. Alford had, but I think
23 the court order rises above whatever kind
24 of agreement they had because that was put
25 in there by me to make me happy that the
26 money would be safe, and it wasn't. My
27 father did spend the money.

28 So we found out that Mr. Alford
29 violated that court order, and what I was

1 afraid was going to happen did happen.

2 So I guess my point is, all the
3 actions that I have seen Mr. Alford do,
4 responding to my complaint, is in bad
5 faith. And so I don't think he has good
6 cause. I think the -- his not filing an
7 answer is not an isolated event -- I
8 appreciate that. Thanks.

9 But just his behavior --

10 HONORABLE ROBERT Q. WHITWELL: Take
11 your time. Get you a little water there.

12 MR. ROBERT SULLIVANT, JR.: His
13 behavior toward my cross-complaint. So on
14 that basis, I don't think Mr. Alford has
15 good cause.

16 And then in the rules it says that
17 you must show good cause, and I don't
18 think he has shown good cause as to why he
19 did not file an answer. It's just that
20 simple.

21 And that, you know, you have to file
22 an answer, and he didn't; and, so,
23 therefore, I think that the default must
24 be not set aside or his motion be denied.

25 That's all I have.

26 HONORABLE ROBERT Q. WHITWELL: Okay.
27 Mr. Alford.

28 MR. SWAYZE ALFORD: I mean, I don't
29 have anything further -- well, the last

1 thing he said was an answer is required.

2 HONORABLE ROBERT Q. WHITWELL: He
3 made a statement that he didn't know what
4 kind of agreement you and Mr. Golman had.
5 I think you need to address it.

6 The money was not held in -- he
7 hasn't cited you for contempt, but if
8 there is some explanation for that and
9 it's not some hooligan sandbag here --

10 MR. SWAYZE ALFORD: Yes, Your Honor.

11 HONORABLE ROBERT Q. WHITWELL: --
12 there was --

13 MR. SWAYZE ALFORD: -- the money --
14 it was, I'm going to say, \$400,000.00 -- I
15 don't have the number in front of me --
16 that Mr. Sullivant, Sr. was going to get
17 from the proceeds of the property that we
18 agreed to hold.

19 As I thought about that, I thought if
20 I'm trying to do what is in his best
21 interest, it doesn't make sense for that
22 much money to be sitting in my trust
23 account earning no interest. My thought
24 was that I, at least, need to put it in a
25 bank account earning a little bit of
26 interest over time. It might not come up
27 much, but it would be something. I felt
28 an obligation to have him earn something.

29 So I talked about that with

1 Mr. Golman. Mr. Golman's attitude was
2 like mine, the money shouldn't just be
3 sitting there if it could earn some
4 interest. I think the money ought to earn
5 some interest.

6 Now, granted we agreed Mr. Sullivant,
7 Sr. wouldn't touch it, and I would shop
8 around for the best interest rates I could
9 find. First National Bank of Oxford had
10 the best interest rate, and we put it in
11 there.

12 I failed to follow up with a second
13 order saying, *Hey, we deposited it in*
14 *First National Bank*, and the money won't
15 be touched.

16 In the meantime, Mr. Sullivant bought
17 the truck. He spent some money out of
18 that account. That account has now been
19 replenished. We sold the truck. I put
20 that money in there to -- so the truck has
21 been sold and the money put back in the
22 account. The rest of the money has been
23 returned to the account. The account has
24 got as much money in it as it would have
25 had at the time.

26 It's my fault that I didn't come up
27 with a second --

28 HONORABLE ROBERT Q. WHITWELL: And
29 then we have entered an order?

1 MR. SWAYZE ALFORD: Entered an order
2 that it is frozen and can't be accessed,
3 yes, sir.

4 HONORABLE ROBERT Q. WHITWELL: All
5 right. Let's see if there is anything
6 else.

7 Do you remember when Mr. Driskell got
8 out of it?

9 MR. SWAYZE ALFORD: My recollection
10 is the end of -- after August is what I
11 remember, end of that or end of September,
12 is when he got out.

13 I have been communicating with Mr.
14 Sullivant, Jr. I have not -- I don't
15 think he could say I have failed to
16 respond to him or ignored him. We have
17 met. We sat down and tried to talk about
18 how we can resolve some of these issues.

19 I arranged for him to go out to see
20 his father. Hadn't seen each other in a
21 year and a half. I arranged for them to
22 meet and went out there and joined in the
23 meeting so the meeting could happen. So I
24 have not ignored him.

25 Look, I get that he can be
26 frustrated. But, you know, and I'm not
27 using this as an excuse, but he's got one
28 case that he's involved in, and I've got
29 other cases. Mr. Driskell had other

1 cases. Mr. Golman had other cases.

2 So, you know, things don't happen as
3 quick as you want to. The August setting,
4 you know, that was the first date that the
5 Court had, that I had, that Mr. Driskell
6 had that we could set it. Mr. Driskell is
7 a public defender. He couldn't do
8 anything in July. The Court --

9 MR. ROBERT SULLIVANT, JR.: I -- in
10 that e-mail, he listed several dates he
11 had in July that he had sent to you in the
12 e-mail because I was copied on it.

13 MR. SWAYZE ALFORD: We took the first
14 dates that were available for everybody in
15 August, Your Honor. It wasn't an attempt
16 to delay anything.

17 HONORABLE ROBERT Q. WHITWELL: Well,
18 he may have had it available and you may
19 not --

20 MR. SWAYZE ALFORD: Yes, sir. I'm
21 just saying we took the first date that
22 everybody --

23 HONORABLE ROBERT Q. WHITWELL: I may
24 not have been available.

25 MR. SWAYZE ALFORD: Right. We took
26 the first date that all three had a date
27 available.

28 HONORABLE ROBERT Q. WHITWELL: Well,
29 all right. All of this equipment and all

1 of that stuff is something that will have
2 to be hashed out at another date. I don't
3 know what has been done on that or where
4 all of that goes.

5 MR. SWAYZE ALFORD: My client
6 maintains that the equipment is still his.
7 It's just he didn't have any place else to
8 store it after they sold the property, so
9 it's sitting on his cousin's land, but we
10 can hash that out.

11 HONORABLE ROBERT Q. WHITWELL: Well,
12 according to him, that cousin told him he
13 would have him arrested if he goes --

14 MR. SWAYZE ALFORD: Hey, I don't
15 doubt that. I think that probably in the
16 cousin's mind the equipment belongs to my
17 client rather than him, so he may have
18 said that. But I'm just saying the
19 equipment is there, and it hasn't been
20 given away or sold.

21 HONORABLE ROBERT Q. WHITWELL: Well,
22 what date in December was it, Mr.
23 Sullivant, that you entered the default?
24 Do you remember?

25 MR. ROBERT SULLIVANT, JR.: I think I
26 made the application for default on the
27 first day after Thanksgiving holiday on
28 that Monday. I think it's the 28th. And
29 then Ms. Wall made the entry for default,

1 I think, on December -- it's filed stamped
2 December the 1st.

3 HONORABLE ROBERT Q. WHITWELL: That's
4 what I was thinking.

5 All right. The Court has heard the
6 argument of the parties. This case is a
7 complex case in that it is a dispute
8 between father and son, Mr. Sullivant, Sr.
9 and Mr. Sullivant, Jr.

10 Mr. Sullivant, Jr. has indicated that
11 he was trying to provide some ways to see
12 that his father was taken care of, even
13 hired a lady, Ms. Stevens, to help him.

14 They had some property that they were
15 going to sale in Panola County, and
16 according to Mr. Swayze's argument that
17 part of the delay in each of these
18 situations involved in the whole case,
19 everything from land to joint accounts to
20 conservatorship to the tractors and
21 equipment and all sorts of disputes that
22 seem to be raised in these pleadings, the
23 first time out of the box Mr. Sullivant,
24 Jr. delays the sale of the property
25 because he thinks it ought to be a 1031
26 rather than the sale it was.

27 The buyer had to hire Roy Liddell,
28 who is one of the finest real estate
29 lawyers in the state, to come up and move

1 to enforce the -- get the thing moving to
2 close it. The case was set in January and
3 about the same time the closing ended up
4 happening.

5 The parties put money in a joint
6 account. At the time of all of this
7 happening, Mr. Sullivant, Jr. had a power
8 of attorney over Mr. Sullivant, Sr. But
9 prior to him getting the money out of the
10 joint account, Mr. Sullivant, Sr., who had
11 an absolute right as a joint tenant to
12 withdraw -- he hadn't withdrawn all the
13 money, but he withdrew a good bit of money
14 out, put it in a separate account, and he
15 had someone do a revocation of his power
16 of attorney.

17 Again, according to Mr. Sullivant,
18 Jr., he wasn't aware of that. And he went
19 back and removed some of the money back to
20 another account, put it in his own name,
21 which might have been somewhat --
22 shouldn't have done.

23 If his intent was to use this money
24 to buy a house for Mr. Sullivant, Sr. and
25 take care of him and so forth, maybe it
26 shouldn't have been put in his name, but
27 that's what he did. And then he put some
28 of it back, and some of it he kept. All
29 of those are facts that are going to have

1 to be ferreted out at a trial.

2 The Court differentiates the
3 difference between an entry of default by
4 a clerk, which is an administrative-type
5 decision that is provided for in Rule
6 55(a). The clerk really doesn't have much
7 choice if somebody comes in and says they
8 want an entry of default, they're in it.
9 They don't necessarily know the facts and
10 what is going on and involved in all of
11 that.

12 There is a difference in that and a
13 party after that being done having to give
14 notice for Rule 55(c) to move for a
15 default judgment and put on proof of what
16 they claim.

17 And based on what I've heard here
18 today, it's not a simple matter of just
19 slam -- slim, bam, thank you, ma'am, take
20 a judgment for X number of dollars. It's
21 going to be some ferreting out of all of
22 these factual issues as to what should be
23 done and what relief should be granted.
24 It's going to be a good bit of proof
25 involved in all of that.

26 The criteria for setting aside an
27 entry of default in my opinion is not as
28 stringent as it is for a motion for
29 default. And the Court can look at a good

1 cause shown setting aside an entry of
2 default, Rule 60(b), which takes into
3 consideration such things as illness,
4 clerical mistake, misunderstanding,
5 failure to receive service. All of those
6 things can be a good cause.

7 It also says in the *Allstate* case
8 that Mr. Sullivant, Jr. has cited that
9 this is not a result of gross negligence
10 on Mr. Alford's part. I think it is more
11 of an oversight and misunderstanding and
12 clerical error.

13 I also think that the Court can
14 recognize another reason to set aside one
15 is excusable neglect. I think excusable
16 neglect because it is good cause, because
17 this thing has been going on since Lawyer
18 Golman was in it. Lawyer Driskell was in
19 it, and then in September of 2022, Mr.
20 Sullivant gets in it himself.

21 And things are still rocking along,
22 take depositions of Dr. Hobbs and these
23 other doctors and Ms. Stevens. All of
24 these things are going on.

25 A lot of negotiations going back and
26 forth during this period of time since
27 these lawyers and Mr. Sullivant have been
28 in it that's caused the delay of why it
29 hasn't moved on to trial.

1 And based on rules involving joint
2 accounts and so forth, Mr. Sullivant, Sr.
3 may have some colorable defenses that
4 might be important in how the Court rules
5 finally in this case. And so I think it
6 would behoove the Court to show that
7 defaults are not favored in a way to
8 settle lawsuits.

9 It is a policy of our system of
10 judicial administration that favor
11 disposition of cases on its merits. It's
12 citing *Bell versus City of St. Louis*, 467
13 So.2d 657, (Miss. 1985).

14 And the comment under that is,
15 *Whenever there is a doubt whether a*
16 *default judgment should be entered, the*
17 *Court ought to allow the case to be tried*
18 *on its merits.*

19 So the Court is of the opinion that
20 the entry of default will be set aside.
21 The Court is going to allow Mr. Alford ten
22 days in which to file an answer or a
23 response to the crossclaim or
24 counterclaim, whatever it is -- it's a
25 counterclaim, I think, it is styled.

26 There will be -- is there reason for
27 additional discovery? Other than the IME
28 of Dr. Perkins and maybe his deposition or
29 whatever?

1 MR. SWAYZE ALFORD: In my mind, Your
2 Honor, I'll have to look back at that, but
3 I don't think any additional discovery. I
4 may -- I need to look back at my discovery
5 to see if, in my opinion, was that fully
6 responded to by Mr. Sullivant, Jr. as it
7 relates to his claims to get paid by my
8 client.

9 That claim was kind of in the
10 background because we were talking about
11 the conservatorship. I sent out discovery
12 to address those issues, but I just
13 haven't looked at it in a while.

14 It's not any really additional
15 discovery. I may, after I look at it, ask
16 Mr. Sullivant, Jr. to supplement it or
17 respond if I think he hasn't responded to
18 it.

19 HONORABLE ROBERT Q. WHITWELL: And on
20 top of that, I'm looking at the other
21 motions that I think you filed, Robert,
22 and you have also -- y'all have asked me
23 to sign an order of setting on the 25th of
24 January, a motion for summary judgment.

25 MR. SWAYZE ALFORD: That is his
26 motion for summary judgment, Your Honor.
27 We had agreed on that date, and I did put
28 that up there for you to sign for a
29 hearing on that date on his motion.

1 HONORABLE ROBERT Q. WHITWELL: Well,
2 we've got that to attend to.

3 Have you filed a response to his
4 motion?

5 MR. SWAYZE ALFORD: I have, Your
6 Honor.

7 HONORABLE ROBERT Q. WHITWELL: I have
8 not gotten a copy of either one of those,
9 but generally they send me copies --

10 MR. SWAYZE ALFORD: I will be sure
11 you get it.

12 HONORABLE ROBERT Q. WHITWELL: -- of
13 your motion.

14 MR. SWAYZE ALFORD: Yes, sir.

15 HONORABLE ROBERT Q. WHITWELL: I can
16 look it up online, of course. I have a
17 staff attorney that can find that, but
18 sometimes the parties send them to me. If
19 I get them in the mail, I'll look at them.

20 MR. SWAYZE ALFORD: I will be sure
21 and get that to you, Your Honor.

22 HONORABLE ROBERT Q. WHITWELL: Is
23 there any other proof that you want to put
24 on today?

25 MR. SWAYZE ALFORD: No, sir, Your
26 Honor.

27 HONORABLE ROBERT Q. WHITWELL: All
28 right. I'm trying to -- all I can say is,
29 Mr. Sullivant, we will -- if y'all can

1 agree on some type of schedule for -- if
2 there is something else that needs to be
3 done discovery-wise and a trial date, I
4 don't know, I'm not opposed to a
5 scheduling order to try to set that up so
6 you can get it heard as quickly as
7 possible.

8 MR. SWAYZE ALFORD: Yeah, I can
9 discuss that with Mr. Sullivant, Your
10 Honor. If he wants a scheduling order
11 that has deadlines of those things,
12 certainly we can do that, and we can look
13 at the Court's calendar about when you
14 have available for a trial.

15 HONORABLE ROBERT Q. WHITWELL: All
16 right. Will you give me an order
17 granting -- setting aside the entry of
18 default, ten days to file an answer, and
19 then we can -- y'all can file a separate
20 order on any type of discovery or trial
21 setting.

22 MR. SWAYZE ALFORD: And I brought an
23 order, Your Honor. I put in it ten days.
24 I know that is pretty normal. I put in
25 there January 20th, which is probably
26 eight days, but I intend to file it next
27 week.

28 HONORABLE ROBERT Q. WHITWELL: That's
29 fine, whatever.

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(WHEREUPON, THERE WAS AN
OFF-THE-RECORD DISCUSSION.)

HONORABLE ROBERT Q. WHITWELL: All
right. That will conclude this hearing.
Anything further, Mr. Sullivant?

MR. ROBERT SULLIVANT, JR.: No, Your
Honor, and thank you.

(WHEREUPON, THE PROCEEDINGS WERE
CONCLUDED.)

* * *

1 COURT REPORTER'S CERTIFICATE

2
3 STATE OF MISSISSIPPI

4 COUNTY OF UNION

5
6 I, Cecily Boone Faulkner, RPR, CSR,
7 Official Court Reporter for the Eighteenth Chancery
8 District, Mississippi, do hereby certify that to the
9 best of my skill and ability I have reported the
10 proceedings had and done in the above styled and
11 numbered cause on the docket of the Lafayette County
12 Chancery Court, and the above and foregoing
13 sixty-three (63) pages contain a true, full and
14 correct transcript of my stenographic notes and
15 realtime taken in said proceedings.16
17 I do further certify that my certificate
18 attached hereto applies only to the original and
19 certified transcript. The undersigned assumes no
20 responsibility for the accuracy of any reproduced
21 copies not made under my control or direction.22
23 This the 19th day of January, 2023.24
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28
29
*/s/ Cecily Boone Faulkner*CECILY BOONE FAULKNER, RPR, CSR
Official Court Reporter
512 Lakeview Cove
New Albany, Mississippi 38652
(662)316-1829
National RPR No. 048426
Mississippi CSR No. 1157

My Commission Expires: 1/12/2024

1 CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2

3 ROBERT SULLIVANT, SR. PLAINIFF

4 VS. CAUSE NO. CV-2021-612

5 ROBERT SULLIVANT, JR. DEFENDANT

6

7

8 Transcript of 1/12/23

9

10 Original Transcript: \$288.00

11 Deposit Paid: 275.00

12 Amount Due: \$13.00

13

14 Thank you,

15 Cecily

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FILED
STATE OF MISSISSIPPI
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2021 OCT 25 AM 11:11

PLAINTIFF

VS.

CHANCERY COURT

CAUSE NO.: 2021-612

ROBERT SULLIVANT, JR.

BY: JA

DEFENDANT ^W

COMPLAINT

COMES NOW Plaintiff, Robert Sullivan, Sr. ("Sullivan, Sr."), by and through undersigned counsel, and files this his *Complaint* against Defendant, Robert Sullivan, Jr. ("Sullivan, Jr.") and in support thereof would state as follows:

PARTIES

1. The Plaintiff, Robert Sullivan, Sr., is an adult resident citizen of Lafayette County, Mississippi.
2. Defendant, Robert Sullivan, Jr., is an adult citizen of Lafayette County, Mississippi, and may be served with process at 1002 Crawford Circle, Oxford, Mississippi, 38655, or wherever he may be found.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter herein.
4. Venue is proper in this Court.

FACTS

5. On July 12, 2017, Sullivan, Sr. executed a General Durable Power of Attorney appointing his son, Sullivan, Jr., as his lawful agent and attorney in fact. A copy of said General Durable Power of Attorney is attached as Exhibit "A" and incorporated by reference herein.
6. It recently came to Sullivan, Sr.'s attention that Sullivan, Jr. was taking very large

2021 OCT 25 AM 11:11

sums of money from Sullivant Sr.'s checking account. On or about May 19, 2021, Sullivant, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivant, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivant, Jr. had signature authority to his new money market account.

7. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivant, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. A copy of said Cancellation of Durable Power of Attorney is attached as Exhibit "B" and incorporated by reference herein.

8. Upon information and belief, Sullivant, Jr. went to the Regions Bank in Batesville and attempted to withdraw funds from Sullivant, Sr.'s new money market account, but was turned down. Sullivant, Jr. then went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivant, Sr.'s new money market account to an account only in his name.

9. Upon information and belief, Sullivant, Jr. also withdrew and/or traded monies and/or stocks from Sullivant, Sr.'s Schwab account without Sullivant, Sr.'s knowledge or permission. Sullivant, Jr. has taken Sullivant, Sr.'s money for his own personal use and benefit.

10. Sullivant, Jr. has in his possession certain furniture and other tangible items that are the property of Sullivant, Sr.

CAUSES OF ACTION

COUNT I BREACH OF FIDUCIARY DUTY

11. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-10.

12. Sullivan, Jr. in the role of Power of Attorney, owed a fiduciary duty to Sullivan, Sr. under Mississippi law. Among other things, Sullivan, Jr. breached this duty through taking advantage of his role as Sullivan Sr.'s power of attorney and self-dealing.

13. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT II
BREACH OF THE DUTY OF CARE

14. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-12.

15. Sullivan, Jr. owed a duty of care to Sullivan, Sr. Additionally, it was to be a duty of care that an ordinarily prudent person in a like position would exercise under similar circumstances. Sullivan, Jr. breached this duty as set forth in the preceding paragraphs

16. As a result of this breach, Sullivan, Sr. has been proximately harmed and is entitled to damages.

COUNT III
NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

17. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-16.

18. Sullivan, Jr. acted negligently toward Sullivan, Sr. by failing to comply with the terms and intentions of the Power of Attorney, which resulted in Sullivan, Sr. losing hundreds of thousands of dollars.

19. The actions by Sullivan, Jr. negligently caused harm to Sullivan, Sr.

20. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s negligent actions.

21. The emotional distress was foreseeable from the individual negligent actions of Sullivan, Jr., and these actions caused damages to Sullivan, Sr.

COUNT IV
INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

22. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-21.
23. Sullivan, Jr. acted willfully and wantonly towards Sullivan, Sr.
24. Sullivan, Jr.'s actions, as set forth herein, are ones that evoke outrage or revulsion in civilized society; and these actions intended to cause harm to Sullivan, Sr..
25. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s actions.
26. The emotional distress was foreseeable from the intentional actions of Sullivan, Jr. and caused Sullivan, Sr. damages.

COUNT V
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

27. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-26.
28. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of good faith and fair dealing to Sullivan, Sr. under Mississippi law. Sullivan, Jr. breached this duty, as set forth in the preceding paragraphs.
29. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT VI
BREACH OF DUTY OF LOYALTY

30. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-29.
31. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of loyalty to Sullivan, Sr. under Mississippi law. Additionally, Sullivan, Jr. owed a duty of loyalty to Sullivan, Sr. pursuant to paragraph 1 on page 4 of the Generable Power of Attorney which states "[m]y attorney shall not be liable in any manner for the exercise or non-exercise of the powers
-

hereinbefore granted, except for the exercise of any of powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive. 31.

As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT VII
NEGLIGENCE

32. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-31.

33. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact was negligent in his actions in violating the General Power of Attorney. Sullivan, Jr.'s management of Sullivan, Sr.'s accounts and affairs was to be in a manner that he reasonably believed to be in the best interests of Sullivan, Sr. Sullivan, Jr. was negligent in the management of Sullivan, Sr.'s accounts.

34. As a proximate result of this negligence caused by Sullivan, Jr., Sullivan, Sr. is entitled to damages.

COUNT VIII
GROSS NEGLIGENCE

35. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-34.

36. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact was grossly negligent in his actions in violating the General Power of Attorney. Sullivan, Jr. was grossly negligent in the management of Sullivan, Sr.'s accounts.

37. As a proximate result of this negligence caused by Sullivan, Jr., Sullivan, Sr. is entitled to damages.

COUNT IX
CONVERSION

38. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-37.

39. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, wrongfully converted Sullivan, Sr.'s funds for his own benefit.

40. This unlawful conversion proximately harmed Sullivan, Sr. As a result, Sullivan, Sr. is entitled to damages.

COUNT X
UNJUST ENRICHMENT

41. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-40.

42. Only in this alternative to any claim or legal damages, Sullivan, Sr. makes a claim for unjust enrichment. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact withdrew and retained a benefit in the form of Sullivan, Sr.'s funds to which was entitled.

43. Accordingly, Sullivan, Jr. has been unjustly enriched and Sullivan, Sr. is entitled to damages as a result of such unjust enrichment.

COUNT XI
PUNITIVE DAMAGES

44. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-43.

45. Given Sullivan, Jr.'s actual fraud, gross negligence and the intentional harm inflicted on Sullivan, Sr. by Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, Sullivan, Jr. is liable for punitive damages under Miss. Code Ann §11-1-65.

46. Sullivan, Sr. respectfully requests that the Court enter a judgment in their favor awarding punitive damages.

COUNT XII
INJUNCTIVE RELIEF AND RESTRAINING ORDER

47. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-46.

48. Pursuant to Miss. R. Civ. Pro. 65 Sullivan, Sr. seeks a temporary restraining order.

preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts. Without the entry of a temporary restraining order, preliminary injunction and permanent injunction, immediate and irreparable injury, losses and damage caused by the unlawful conduct of the Defendants.

49. Sullivan, Sr. respectfully requests that the Court enter a temporary restraining order, preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts.

50. Sullivan, Sr. further requests that Sullivan, Jr. be enjoined from using, transferring, withdrawing, or depleting any monies from Sullivan, Jr.'s accounts until this matter can be heard and Sullivan, Jr. account for all monies withdrawn by Sullivan, Jr. belonging to Sullivan, Sr.

COUNT XIII
EMERGENCY RELIEF

51. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-50.

52. Sullivan, Jr. has intentionally and willfully transferred \$230,000 of Sullivan, Sr.'s money to an account in his own name and refuses to return the money to Sullivan, Sr.

53. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Regions to transfer the \$230,000 back to Sullivan, Sr.'s money market account.

54. Upon information and belief, Sullivan, Jr. intentionally and willfully withdrew and/or traded monies and/or stocks from Sullivan, Sr.'s Schwab account without Sullivan, Sr.'s knowledge or permission.

55. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Sullivan, Jr. to return any monies and/or stocks he impermissibly withdrew and/or traded from

Sullivan, Sr.'s Schwab account.

56. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any and all of Sullivant, Sr.'s possessions and/or property in which he has in his possession.

57. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any other monies he impermissibly withdrew that belonged to Sullivan, Sr.


58. Sullivant, Sr. respectfully requests that the Court require Sullivant, Jr. to provide an accounting for all monies and/or stocks of Sullivant, Sr.'s to which he had access.

WHEREFORE PREMISES CONSIDERED, Robert Sullivant, Sr., respectfully requests that this Court render judgment against Sullivant, Jr. and award all relief requested herein and any other relief to which Sullivant, Sr. is entitled including, but not limited to, attorney's fees and expenses, and any other relief, general or specific, in which this Court finds mete and proper.

RESPECTFULLY SUBMITTED this 22 day of October, 2021.

ROBERT SULLIVANT, SR., Plaintiff

BY:


SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD

Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax

Counsel for Robert Sullivant, Sr.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Before me the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named **ROBERT SULLIVANT, SR.**, who being duly sworn, on oath, states that he is the Plaintiff in the foregoing *Complaint* and that the matters, things and allegations made and contained in the above and foregoing *Complaint* are true and correct as therein stated and that any allegation made on information and belief, Affiant verily believes to be true.

Witness my signature, this 27 day of October, 2021.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, 27th day of October, 2021.



Carson Sardisco
NOTARY PUBLIC

n
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Power of Attorney
07/12/2017 08:27:09 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

Initials: RS

Exhibit A

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arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

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designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

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07/12/2017 08:27:09 AM

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

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or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named **ROBERT SULLIVANT, SR.**, who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:
1/1/2020



James R. Pitcock
NOTARY PUBLIC
James R. Pitcock, D.C.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R. Pitcock, Chancery Clerk

Judy Antor, D.C.



2021 Fees 150
Notary of Attorney
1500000 1500000
Panola County, MS
Clerk of Court, Secretary Clerk

Notary of Attorney
1500000 1500000
Panola County, MS
Clerk of Court, Secretary Clerk

Christy Parsons, D.C.

CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain *GENERAL DURABLE POWER OF ATTORNEY* wherein I appointed ROBERT SULLIVANT, JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

SO CANCELED. REVOKED AND NULLIFIED on this 20th day of May 2021.

Robert Sullivant Sr.

ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction. the within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of May, 2021.



Christy Parsons

NOTARY PUBLIC

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

2021 003 - 9 12 18 00
CHANCERY COURT
BY: [Signature]

**ANSWER, AFFIRMATIVE DEFENSES
AND COUNTER-CLAIM**

COMES NOW, the Defendant, Robert Sullivant, Jr., hereafter "Jr.," through undersigned counsel, and for his ANSWER, AFFIRMATIVE DEFENSES AND COUNTER-CLAIM against Robert Sullivant, Sr., hereafter "Sr.," states the following:

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The facts not having been fully developed, Defendant further affirmatively invokes and pleads the protections of the provisions of Mississippi Rule of Civil Procedure 8(c) and/or Federal Rule of Civil Procedure 8(c), including: accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, waiver, intervening and superceding cause, improper venue, and any other matter constituting an avoidance or affirmative defense.

SCANNED

THIRD AFFIRMATIVE DEFENSE

All acts undertaken by Defendant in this matter regarding the funds or assets of the Plaintiff were prior to the revocation of the Power of Attorney or prior to the notice to him of that revocation.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff is guilty of coming before this Court with unclean hands, given that he converted Defendant's funds and therefore, he is entitled to no relief.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff is entitled to no relief in this matter because his actions are *in pari delicto* with the actions of the Defendant.

ANSWER TO COMPLAINT

PARTIES

Robert Sullivant, Jr. responds to the allegations of the COMPLAINT, paragraph by paragraph, as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Defendant Sullivant, Jr. ("Jr.") admits that Sullivant, Sr. ("Sr.") opened a money market account with Regions Bank in his name only, but does not know the date on which that was done. Jr. admits that Sr. transferred \$230,000.00 from a joint account with Jr., into his new account. The remaining allegations of Paragraph 6 of the COMPLAINT are denied.

7. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 7 of the COMPLAINT and demands strict proof of the same.

8. Defendant admits that he went to a Regions Bank in Oxford, Mississippi, where he was able to reverse the \$230,000.00 transaction. Defendant denies that he went to a Regions Bank in Batesville, Mississippi, and attempted to do that same thing there. The remaining allegations in Paragraph 8 of Plaintiff's COMPLAINT are denied. Defendant would affirmatively show that he promptly placed \$50,000.00 within his father's reach in his father's individual TD AmeriTrade account, paid \$6,000.00 on his father's credit card, and moved another \$5,000.00 into the joint checking account with his father and continued to pay his father's mortgage and utility bills.

9. The allegations contained in Paragraph 9 of Plaintiff's COMPLAINT are denied. Defendant would affirmatively state that all of the steps he took in any of the accounts of his mother or his father, with the express permission of his mother and his father at all times. Further that he had an agreement with Sr. and Sr. had, on several occasions, told Jr. that if he needed any funds he could take the funds adding "after all its going to be all yours." Jr. would not have moved to Mississippi and would not have left his work in Austin Texas to care for mother without some assurance of this kinds from his mother and father.

10. The allegations contained in Paragraph 10 of Plaintiff's COMPLAINT are denied.

CAUSES OF ACTION

COUNT I BREACH OF FIDUCIARY DUTY

11. The allegations contained in Paragraph 11 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

12. The allegations contained in Paragraph 12 of Plaintiff's COMPLAINT are denied.

13. The allegations contained in Paragraph 13 of Plaintiff's COMPLAINT are denied.

COUNT II
BREACH OF THE DUTY OF CARE

14. The allegations contained in Paragraph 14 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

15. The allegations contained in Paragraph 15 of Plaintiff's COMPLAINT are denied.

16. The allegations contained in Paragraph 16 of Plaintiff's COMPLAINT are denied.

COUNT III
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

17. The allegations contained in Paragraph 17 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

18. The allegations contained in Paragraph 18 of Plaintiff's COMPLAINT are denied.

19. The allegations contained in Paragraph 19 of Plaintiff's COMPLAINT are denied.

20. The allegations contained in Paragraph 20 of Plaintiff's COMPLAINT are denied.

21. The allegations contained in Paragraph 21 of Plaintiff's COMPLAINT are denied.

COUNT IV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

22. The allegations contained in Paragraph 22 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

23. The allegations contained in Paragraph 23 of Plaintiff's COMPLAINT are denied.

24. The allegations contained in Paragraph 24 of Plaintiff's COMPLAINT are denied.

25. The allegations contained in Paragraph 25 of Plaintiff's COMPLAINT are denied.

26. The allegations contained in Paragraph 26 of Plaintiff's COMPLAINT are denied.

COUNT V
BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

27. The allegations contained in Paragraph 27 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

28. The allegations contained in Paragraph 28 of Plaintiff's COMPLAINT are denied.

29. The allegations contained in Paragraph 29 of Plaintiff's COMPLAINT are denied.

COUNT VI
BREACH OF DUTY OF LOYALTY

30. The allegations contained in Paragraph 30 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

31. The allegations contained in Paragraph 31 of Plaintiff's COMPLAINT are denied.

COUNT VII
NEGLIGENCE

32. The allegations contained in Paragraph 32 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

33. The allegations contained in Paragraph 33 of Plaintiff's COMPLAINT are denied.

34. The allegations contained in Paragraph 34 of Plaintiff's COMPLAINT are denied.

COUNT VIII
GROSS NEGLIGENCE

35. The allegations contained in Paragraph 35 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

36. The allegations contained in Paragraph 36 of Plaintiff's COMPLAINT are denied.

37. The allegations contained in Paragraph 37 of Plaintiff's COMPLAINT are denied.

COUNT IX
CONVERSION

38. The allegations contained in Paragraph 38 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

39. The allegations contained in Paragraph 39 of Plaintiff's COMPLAINT are denied.

40. The allegations contained in Paragraph 40 of Plaintiff's COMPLAINT are denied.

COUNT X
UNJUST ENRICHMENT

41. The allegations contained in Paragraph 41 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

42. The allegations contained in Paragraph 42 of Plaintiff's COMPLAINT are denied.

43. The allegations contained in Paragraph 43 of Plaintiff's COMPLAINT are denied.

COUNT XI
PUNITIVE DAMAGES

44. The allegations contained in Paragraph 44 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

45. The allegations contained in Paragraph 45 of Plaintiff's COMPLAINT are denied.

46. The allegations contained in Paragraph 46 of Plaintiff's COMPLAINT are denied.

COUNT XII
INJUNCTIVE RELIEF AND RESTRAINING ORDER

47. The allegations contained in Paragraph 47 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

48. The allegations contained in Paragraph 248 of Plaintiff's COMPLAINT are denied.

49. The allegations contained in Paragraph 49 of Plaintiff's COMPLAINT are denied.

50. The allegations contained in Paragraph 50 of Plaintiff's COMPLAINT are denied.

COUNT XIII
EMERGENCY RELIEF

51. The allegations contained in Paragraph 51 of Plaintiff's COMPLAINT require neither admission or denial but to the extent necessary, are denied.

52. The allegations contained in Paragraph 52 of Plaintiff's COMPLAINT are denied.

53. The allegations contained in Paragraph 53 of Plaintiff's COMPLAINT are denied.

54. The allegations contained in Paragraph 54 of Plaintiff's COMPLAINT are denied.

55. The allegations contained in Paragraph 55 of Plaintiff's COMPLAINT are denied.

56. The allegations contained in Paragraph 56 of Plaintiff's COMPLAINT are denied.

57. The allegations contained in Paragraph 57 of Plaintiff's COMPLAINT are denied.

58. Sullivan, Jr. admits that he will account for the \$115,000.00 described in the Complaint that was the property of Sullivan, Sr. He will also account as required by the recently entered Agreed Order.

Defendant responds to the "WHEREFORE PREMISES CONSIDERED" paragraph by denying that Plaintiff is entitled to any relief, other than what has been previously admitted.

Further, any allegations of the Complaint not specifically admitted are hereby denied.

COUNTER-CLAIM OF DEFENDANT, ROBERT SULLIVANT, JR.

AND NOW, having asserted his Affirmative Defenses and having responded to the details of the Complaint, Robert Sullivant, Jr. now enters his Counter-Claim as follows:

1. Sullivant, Jr. and Sullivant, Sr. shared a joint account at Regions.
2. The "farm house" was property in Panola County that had been sold.

3. That property was jointly owned by Sullivan, Jr. and Sullivan, Sr.

4. It had been the property of Sullivan, Jr.'s mother/Sullivan, Sr.'s wife, Willola Vick Sullivan.

5. Willola Vick Sullivan died intestate and Sullivan, Jr. is the only child of Willola Vick Sullivan and Sullivan, Sr.

6. Sullivan, Jr. and Sullivan, Sr. were her intestate heirs.

7. On May 5, 2021, Sullivan, Sr. and Sullivan, Jr. agreed to deposit the proceeds from the sale of the "farm house," amounting to \$230,000, into a joint account to be used for another house, after the sale of the house located in Oxford, Mississippi.

8. When Sullivan, Sr. transferred the \$230,000.00, as admitted in Paragraph 6 of his own recitation of facts, from the joint account at Regions Bank, he converted \$115,000.00 of Sullivan, Jr.'s funds.

9. This, coupled with other risky and substantial behavior, including Sullivan, Sr.'s overdrafts, thousands of dollars in mail scams, failure to pay mortgage payments, failure to file or pay 2020 income tax, substantially running up credit cards that Jr. had paid down for him, hiring a driver for no purpose, allowing one auto insurance policy to lapse and allowing another to nearly lapse, responding to phone scams and closing a bank account without addressing any auto-pays, prompted Sullivan, Jr., using the Power of Attorney, as well as rights arising under certain joint accounts, to take steps to preserve Sullivan, Sr.'s funds.

10. Sullivan, Jr. did this and quickly after securing the \$230,000.00, transferred \$50,000.00 to Sullivan, Sr.'s T.D. AmeriTrade account. He took this step on June 9, 2021.

11. Still Sullivan, Sr. sued son, Sullivan, Jr., for converting \$230,000.00, despite the fact

that he knew or should have known that only half of those funds were his and, despite the fact that he knew or should have known that Sullivant, Jr. had transferred back into Sullivant, Sr.'s name, \$50,000.00.

12. Sullivant, Jr. also paid \$6,000.00 on Sullivant, Sr.'s credit card bill.

13. Still, Sullivant, Sr. sued Sullivant, Jr. for converting \$230,000.00.

14. Sullivant, Jr. also paid Sullivant, Sr.'s mortgage and utility bills.

15. Still, Sullivant, Sr. sued Sullivant, Jr. for converting \$230,000.00.

16. Sullivant, Jr. further renewed Sullivant, Sr.'s auto insurance that Sullivant, Sr. had allowed to lapse and preventing a subsequent policy from lapsing.

17. Sullivant, Jr. also transferred \$5,000.00 back to Sullivant, Sr.'s joint checking account at Regions on July 6, 2021.

18. Sullivant, Jr. took all of these steps for the benefit of Sullivan, Sr., and to protect and preserve his funds.

19. Still, Sullivant, Sr. apparently did not know, or was not aware of the following:

- a. That half of the \$230,000.00 was not his, in fact, Sullivan, Sr. expressly stated to Sullivant, Jr. that he believed it was all his and his Complaint is consistent with that erroneous position;
- b. That Sullivant, Jr. had returned to Sullivant, Sr. \$50,000.00;
- c. That Sullivant, Jr. had paid Sullivant, Sr.'s credit card bill, his mortgage for several months and his utilities for several months;
- d. That Sullivant, Sr.'s auto insurance lapsed and that Sullivant, Jr. procured subsequent insurance;
- e. After that time, Sullivan, Sr.'s subsequent insurance nearly lapsed and Sullivant, Jr. was able to act quickly and save it;

- f. That Sullivan, Jr. transferred \$5,000.00 to the joint account that Sr.'s and Jr. share; and
- g. That he had an obligation to file his 2020 income tax and had failed to do so.

20. Sullivan, Sr. has been engaging in a pattern of erratic and irregular spending over the past 4 years.

21. For these reasons, Sullivan, Jr. acted to preserve Sullivan, Sr.'s funds while responsibly paying Sullivan, Sr.'s bills and making funds available to Sullivan, Sr.

22. While ignoring these daily concerns, Sullivan, Sr. was looking for another house to buy with the \$230,000.00 proceeds, half of which did not belong to him, assisted by his sitter Evelyn Stevens

CLAIM FOR A CONSERVATORSHIP

23. For these reasons, Sullivan, Jr. asks for the imposition of a conservatorship.

24. The court should appoint an independent co-conservator with specifically outlined powers and should appoint Sullivan, Jr. as a co-conservator because Sullivan, Jr. has detailed knowledge of his father's finances and what needs to be done.

25. The independent co-conservator and Sullivan, Jr. should be required by the Court to set a monthly budget to be approved by the court.

26. The independent co-conservator and Sullivan, Jr. should act to preserve and protect the funds as this court should further direct.

27. The court should order the requisite independent medical exams under Rule 35 in order to determine whether or not the imposition of a conservatorship under these circumstances is necessary.

DEMAND FOR ACCOUNTING

28. The Estate of Willola Vick Sullivan was opened and closed in the Chancery Court of Panola County, Mississippi.

29. Sr. and Jr. are her two intestate beneficiaries.

30. Sr. has taken steps to the detriment of Jr.'s inherited interests.

31. Sr. has released, for no consideration, personal property in which the Estate of Willola Vick Sullivant had an interest, including the following: (1) one New Holland tractor; (2) one Mahindra tractor with front end loader and back hoe; (3) one bush hog; (4) one disc; (5) several plows; (6) one tractor boom; (7) one post hole auger; (8) one 4 wheel ATV; (9) one sprayer; (10) other tractor implements; (11) ladders; (12) one dog kennel; (13) one welding cart; and (14) one full 1974 Lionel train set that belonged solely to Jr.

32. In doing so Sr. treated this personal property as his own without accounting for the interest of Jr.

33. The Court should enter and order compelling Sr. to retrieve these items of personal property and account to Jr. for them.

34. Sr. also took possession of certain funds arising out of the sale of real property owned by the Estate of Willola Vick Sullivant. This includes the following sales: (1) 4 acres in Panola County for approximately \$20,000; (2) 1 acre in Panola County for approximately \$5,000; (3) 16 acres in Panola County for approximately \$60,000; and (4) condo in Germantown, Tennessee, worth approximately \$160,000.00.

COMPENSATION

35. Jr. has acted to preserve and secure the assets of Sr.

36. Jr. is entitled to compensation for these actions and the benefit that has accrued to Sr. for these actions including, but not limited to, the following: (1) selling the above described properties, 2 without a real estate agent and by locating other agents for the other two, negotiating a price and terms,

preparing for and attending the closings; (2) remodeling the condo and renting the condo, which increased the value by approximately \$40,000.00; (3) preparing tax returns; (4) paying household bills and negotiating insurance, cable, alarm system and set up and managing auto pays along and utility accounts; (5) maintaining two houses, repairs and maintenance and making decisions as to what needed to be done; (6) protecting Sullivant, Sr. from scams, taking constant supervision and contact with scammers to reverse charges and discontinue auto billing, along with reviewing checking account and bank card statements and driving to Pope, Mississippi, daily to get mail; (7) repairing computer; (8) purchasing groceries and preparing meals, almost 3 meals a day, 365 days out of the year; (9) taking Sullivant, Sr. to appointments with doctors and managing his appointments with doctors; (10) arranging for the first stay at Azalea Gardens, moving furniture in and checking on Sullivant, every two or three days while at Azalea Gardens; (11) remodeling and moving furniture into the Oxford house; (12) arranging financing and closing on Oxford house and getting the prior owner out of the house due to a delay after closing; (13) refinancing an obligation owed on property and lowering the monthly payment by 1/3; (14) moving Sullivant, Sr.'s personal items out of the farm house, which was 80 hours of work, along with arranging for movers and storage for large furniture items and supervising the moving of heavy items; and (15) hiring a sitter, scheduling a sitter, planning for sitter activities and paying sitter.

EMERGENCY RELIEF

37. Because of the financial instability of Sr., the Court should enter emergency relief to preserve his interests.

38. A much larger sale of real property in Panola County is currently under contract and must close by December 31, 2021.

39. The contract price is \$630,000 and Sr. and Jr. are joint owners of the property.

40. This sale is part of Section 1031 exchange and if Sr. does not comply with the terms of that exchange, his tax consequences will be severe.

41. Until the conservatorship, compensation, and accounting issues are resolved these funds should be held in trust and not made available to Sr.

42. The substantial sums he holds in his individual TD Ameritrade account should also be held until these three issues are resolved.

43. Sr. does have monthly income sufficient to meet his current needs without these sums.

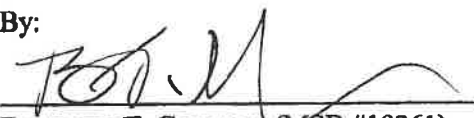
44. This Court should also enter an order preventing Sullivan, Sr. from driving.

THEREFORE, Sullivan, Jr. asks that all of the relief sought by Sullivan, Sr. be denied, other than accounting, as Sullivan, Jr. has agreed, and that the appropriate independent medical exams under Rule 35 be ordered and further for the appointment of an independent conservator. Sullivan Jr. further asks for emergency relief to preserve the assets and interests of Sullivan Sr. as described above. The Defendant, Robert Sullivan, Jr. asks for such other relief as this court may find merited under the circumstances.

Respectfully submitted, this the 9th day of December, 2021.


ROBERT SULLIVANT, JR., DEFENDANT

By:


BRADLEY T. GOLMON (MSB #10261)
Counsel for Defendant, Robert Sullivan, Jr.
HOLCOMB, DUNBAR, WATTS, BEST,
MASTERS & GOLMON, P.A.
400 Enterprise Drive
Post Office Drawer 707
Oxford, Mississippi 38655
Telephone (662) 234-8772
Facsimile (662) 238-7552

STATE OF MISSISSIPPI


COUNTY OF *Lafayette*

Before me the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named **ROBERT SULLIVANT, JR.**, who being duly sworn, on oath, states that he is the Defendant in the foregoing Answer and Counter-Claim to Complaint and that all of the matters, things and allegations contained in said Answer and Counter-Claim are true and correct as therein stated and that any allegation made on information and belief, Affiant verily believes to be true.

Robert Sullivan, Jr.
ROBERT SULLIVANT, JR., DEFENDANT

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ^{9th} day of December, 2021.

Melinda S. Stricklin
NOTARY PUBLIC


My Commission Expires:  ID # 148159
MELINDA S. STRICKLIN
Commission Expires Aug. 11, 2023
LAFAYETTE COUNTY

CERTIFICATE OF SERVICE

I, BRADLEY T. GOLMON, do hereby certify that a copy of the foregoing document has been mailed via U.S. Mail, postage prepaid, to the following:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Post Office Drawer 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 facsimile

THIS, the 9th day of December, 2021.



BRADLEY T. GOLMON

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

ACCOUNTING

COMES NOW, the Defendant, Robert Sullivant, Jr., hereafter "Jr.," through undersigned counsel, and for his **ACCOUNTING** required by the Agreed Order dated the 17th day of November, 2021, in this matter, states the following:

1. Certain property was sold in Panola County, Mississippi. The Deed for which is attached as Exhibit "A." That property was property of my mother and because she died intestate and because I am their only child, it became the joint property of myself and my father in equal amounts.
2. That property was sold and the Closing Disclosure for that transaction is attached as Exhibit "B."
3. The check arising from the sale is attached as Exhibit "C."
4. \$230,000.00 of that check was deposited into the Joint Account at Regions Bank that I have with my father.
5. Because we were joint owners of that property, half of that check was my fathers, amounting to \$115,000.00 and the other half was mine.
6. Attached as Exhibit "D," is evidence of my transfer of \$50,000.00 to his T.D. AmeriTrade account.
7. Attached as Exhibit "E," is evidence of my payment of his Costco Visa in the amount

of \$6,000.00 for the benefit of my father

8. Attached as Exhibit "F," is evidence of my transfer to the joint account of \$5,000.00 for his use.

9. Attached as Exhibit "G," is evidence of the monthly mortgage obligation in the amount of \$937.44 monthly. Because he did not make these payments, I did for the months of August, September, October and November in the amount of \$937.44 each, one half of which should be charged to him, amounting to \$1,874.88.

10. I also paid his Centerpoint Energy gas bills and one half of these expenses should be charged to him, amounting to \$48.89.

11. I also paid his bill to Northeast Power and one half of these expenses should be charged to him, amounting to \$205.50.

12. I also paid his Home Depot Credit Card in the amount of \$200 on September 9 and a subsequent \$200 on October 19.

13. Attached as Exhibit "H," is my payment of his State Farm Insurance premium in the amount of \$435.05.

14. Taking these sums from \$115,000.00 results in \$51,035.70.

15. In terms of accounting for the Schwab account ending in the digits 6369, I have no records of what happened with this account, as it was closed more than five years ago. I do recall that it was closed in March of 2016, and that the funds were split with one portion going into the conservatorship account for my mother and the other half going into my father's T.D. AmeriTrade account. What my father did with the funds that were allocable to him past that point in within his knowledge and control.

16. I further state that the Charles Schwab account ending in account number 1125 was closed on March 14, 2016, and the assets there transferred to the T.D. AmeriTrade account of his father, amounting to cash in the amount of \$182,473.00 and 967 QQQ shares. What my father did with these funds once they went into his individual T.D. AmeriTrade account is within the control and power of my father.

THEREFORE, having accounted for the proceeds arising out of the sale of the Panola County property, as required by this Court's recent Order, Robert Sullivant, Jr. asks that this Court accept this accounting and discharge him from any further responsibility arising out of that Order. Robert Sullivant, Jr. asks for such other relief as this Court may find merited under the circumstances.

Respectfully submitted, this the 9th day of December, 2021.


ROBERT SULLIVANT, JR., DEFENDANT

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

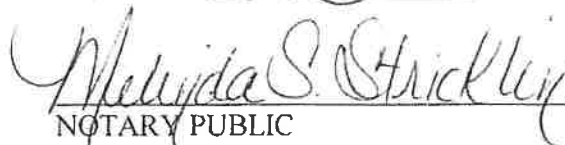
I, Robert Sullivant, Jr., Defendant, after having been duly sworn, verify that to the best of my knowledge, information and believe, the matters set forth in the foregoing Accounting are true and correct.

Respectfully submitted, this the 9th day of December, 2021.



ROBERT SULLIVANT, JR.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 9th day of December, 2021.



NOTARY PUBLIC

Prepared by:



BRADLEY T. GOLMON (MSB #10261)
Counsel for Defendant, Robert Sullivant, Jr.
HOLCOMB, DUNBAR, WATTS, BEST,
MASTERS & GOLMON, P.A.
400 Enterprise Drive
Post Office Drawer 707
Oxford, MS 38655
Telephone (662) 234-8772
Facsimile (662) 238-7552

CERTIFICATE OF SERVICE

I, BRADLEY T. GOLMON, do hereby certify that a copy of the foregoing document has been mailed, postage prepaid, to the following:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Post Office Drawer 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 facsimile

THIS, the 7th day of December, 2021.


BRADLEY T. GOLMON



Book 2021 Page 2176
Deed
05/05/2021 09:56:32 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was file
on 05/05/2021 08:56:32 AM
and recorded in the
Deed

Book 2021 Page 2176 - 2178
James R Pitcock, Chancery Clerk

James R Pitcock, D.C.

WARRANTY DEED

GRANTORS:

ROBERT SULLIVANT SR.
ROBERT SULLIVANT JR.
*1002 Cambridge Cir
Oxford MS 38655
(601) - 739-9915*

GRANTEE:

JENNIFER CARR
7032 Pope Water Valley Rd.
Pope, MS 38658
(901) 515-7348

Indexing: A PART OF THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10
SOUTH, RANGE 6 WEST

PREPARED BY & RETURN TO:

BAILEY WOMBLE & YELTON
JAMES ANDREW YELTON/MSB#10800
P. O. Box 1615
Batesville, MS 38606
(662) 563-4508

STATE OF MISSISSIPPI

COUNTY OF PANOLA

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths (\$10.00) Dollars, this
day, cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of

Exhibit "A"

Book 2021 Page 2177
Deed
05/05/2021 08:56:32 AM

which is hereby acknowledged, WE, **ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR.**, do hereby grant, bargain, sell, convey and warrant unto, **JENNIFER CARR**, the following described property located in the Second Judicial District of Panola County, Mississippi, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI, RUN THENCE SOUTH FOR A DISTANCE OF 1856.33 FEET; RUN THENCE EAST FOR A DISTANCE OF 5286.35 FEET TO THE POINT OF BEGINNING, RUN THENCE WEST FOR A DISTANCE OF 1461.51 FEET TO THE CENTER OF A DITCH; RUN THENCE N 44° 44'48" E ALONG SAID DITCH FOR A DISTANCE OF 202.02 FEET TO A FENCE LINE; RUN THENCE NORTH ALONG SAID FENCE FOR A DISTANCE OF 1669.46 FEET TO THE SOUTH RIGHT-OF-WAY OF POPE-SHUFORD ROAD; RUN THENCE S 89°33' 12" E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 1320.00 FEET; RUN THENCE S 00°01'16" W FOR A DISTANCE OF 1802.65 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI AND CONTAINING 55.00 ACRES.

Said property being Tract 1 in Deed of record in Book W-9 at Page 1.

Grantors certify that they are single.

Subject to all public and private road rights-of-way and public utility easements, recorded and unrecorded. Also subject to the Ordinances of Panola County, Mississippi, including Subdivision, Zoning and Building.

Taxes and assessments on said property for the year 2021 were pro-rated as of the date of this instruments and Grantee assumes the responsibility to pay the same when they become due and payable.

Book 2021 Page 2178
Deed
05/05/2021 08:56:32 AM

WITNESS OUR SIGNATURES, this the 5 day of May, 2021.

Robert Sullivant Sr.
ROBERT SULLIVANT SR.

Robert Sullivant Jr.
ROBERT SULLIVANT JR.

STATE OF MISSISSIPPI

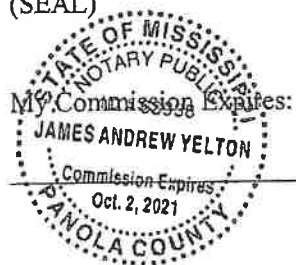
COUNTY OF PANOLA

THIS DAY personally appeared before me, the undersigned authority within and for the said county and state, on this the 5 day of May, 2021, within my jurisdiction, the within named ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR., who acknowledged that they executed the above and foregoing instrument.

SWORN TO AND SUBSCRIBED before me on this the 5 day of May, 2021.

[Signature]
NOTARY PUBLIC

(SEAL)



Closing Disclosure


Closing Information	Transaction Information
Date Issued 4/5/2021	Borrower Jennifer Carr
Closing Date 5/5/2021	
Disbursement Date 5/5/2021	
Settlement Agent Bailey & Womble Law Firm Carr, Jennifer (RE)	Seller Robert Sullivan Sr & Robert Sullivant Jr
File #	
Property 7032 Pope Water Valley Rd Pope, MS 38658	
Sale Price \$254,000.00	

Summaries of Transactions

SELLER'S TRANSACTION			
M. Due to Seller at Closing			\$254,000.00
01 Sale Price of Property			\$254,000.00
02 Sale Price of Any Personal Property Included in Sale			
03			
04			
05			
06			
07			
08			
Adjustments for Items Paid by Seller in Advance			
09 City/Town Taxes	to		\$ 0.00
10 County Taxes	to		\$ 0.00
11 Assessments	to		\$ 0.00
12 <input type="checkbox"/>	to		\$ 0.00
13			
14			
15			
16			
N. Due from Seller at Closing			\$15,727.43
01 Excess Deposit			
02 Closing Costs Paid at Closing (J)			\$15,547.00
03 Existing Loan(s) Assumed or Taken Subject to			
04 Payoff of First Mortgage Loan			
05 Payoff of Second Mortgage Loan			
06			
07			
08 Seller Credit			\$ 0.00
09			
10			
11			
12			
13			
Adjustments for Items Unpaid by Seller			
14 City/Town Taxes	to		\$ 0.00
15 County Taxes	1/1/2021 to 5/5/2021		\$180.43
16 Assessments	to		\$ 0.00
17 <input type="checkbox"/>	to		\$ 0.00
18			
19			
CALCULATION			
Total Due to Seller at Closing (M)			\$254,000.00
Total Due from Seller at Closing (N)			(\$15,727.43)
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller			\$238,272.57

Contact Information

REAL ESTATE BROKER (B)	
Name	Kassinger Real Estate
Address	2901 Old Taylor Road Oxford, MS 38655
License ID	S-30863
Contact	McKenzie Darnell
Contact License ID	
Email	MckenzieDarnell4@gmail.com
Phone	(662) 234-5555
REAL ESTATE BROKER (S)	
Name	Tom Smith Land & Homes
Address	601 Crescent Blvd, 103 Ridgeland, MS 39157
License ID	19544
Contact	Michael Oswald
Contact License ID	
Email	
Phone	(662) 258-5333
SETTLEMENT AGENT	
Name	Bailey & Womble Law Firm
Address	367 Highway 51 North Batesville, MS 38606
License ID	0007
Contact	James A Yelton
Contact License ID	10800
Email	andy@panola.com
Phone	(662) 563-4508



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

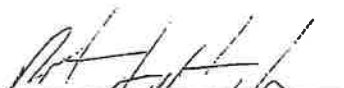
Loan Costs	Seller-Paid	
	At Closing	Before Closing
A. Origination Charges		
D1 1.3% of Loan Amount (Points)		
D2 Processing Fee		
D3 Underwriting Fee		
D4		
D5		
D6		
D7		
D8		
B. Services Borrower Did Not Shop For		
D1 Appraisal Fee		
D2 Credit Monitoring Service		
D3 Credit Report		
D4 Flood Determination		
D5 Flood Life of Loan		
D6 Life of Loan Tax		
D7 Tax Certification		
D8		
D9		
D10		
C. Services Borrower Did Shop For		
D1 Title Closing fee to Bailey & Womble Law Firm		
D2 Title Document Prep to Bailey & Womble Law Firm		
D3 Title Overnight Mail to Bailey & Womble Law Firm		
D4 Title CPL to Security Title		
D5 Title Lenders Title Insurance to Security Title		
D6		
D7		
D8		
Other Costs		
E. Taxes and Other Government Fees		
D1 Recording Fees Deed: \$26.00 Mortgage: \$41.00		
D2 Transfer Tax to:		
F. Prepays		
D1 Homeowner's Insurance Premium (mo.) to:		
D2 Mortgage Insurance Premium (mo.) to:		
D3 Prepaid Interest per day from to		
D4 Property Taxes (mo.) to:		
D5		
G. Initial Escrow Payment at Closing		
D1 Homeowner's Insurance per month for mo.		
D2 Mortgage Insurance per month for mo.		
D3 Property Taxes per month for mo.		
D4 per month for mo.		
D5 per month for mo.		
D6 per month for mo.		
D7		
D8 Aggregate Adjustment		
H. Other		
D1 Real Estate Commission \$7,620.00 to: Kessinger Real Estate	\$7,620.00	
D2 Real Estate Commission \$7,620.00 to: Tom Smith Home and Land	\$7,620.00	
D3 Termite Report to Pass Termite	\$107.00	
D4 Deed Preparation to Bailey & Womble Law Firm	\$200.00	
D5 Title Owners 60% Insurance (optional) to Security Title		
D6		
D7		
D8		
D9		
D10		
D11		
J. TOTAL CLOSING COSTS	\$15,647.00	\$ 0.00

CERTIFICATION

I have carefully reviewed this Closing Disclosure and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Disclosure form.



Robert Sullivan Sr Seller



Robert Sullivant Jr Seller

To the best of my knowledge the Closing Disclosure which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Bailey & Womble Law Firm Settlement Agent 5-5-21 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Sullivan, Sr. v. Sullivan, Jr.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Exhibits for SJ Motion

BATES NO: 0129

7894

BAILEY, WOMBLE & YELTON
ESCROW ACCOUNT 2
P. O. BOX 1615
BATESVILLE, MS 38608-4115

BANCORPSOUTH BANK
BATESVILLE, MS 38608
85-127/842

5/5/2021

PAY TO THE ORDER OF Robert Sullivan & Robert Sullivan, Jr.

\$**238,272.57

Two Hundred Thirty-Eight Thousand Two Hundred Seventy-Two and 57/100***** DOLLARS

PROTECTED AGAINST FRAUD

Robert Sullivan & Robert Sullivan, Jr.

MEMO

Jennifer Carr - RE (Loan Proceeds)

⑈007894⑈



Laura T. O'Connell

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Details on Back
Intuit® CheckLock™ Secure Check

Exhibit "C"

Sullivan Sr. v. Sullivan Jr.

BATES NO. 0130

[My Account](#) [Trade](#) [Research & Ideas](#) [Planning & Retirement](#) [Education](#) [Client Services](#)

[Printer-friendly page](#) | [Page help](#)

History & Statements

[Transactions](#) [Statements](#) [Confirmations](#) [Shareholder Library](#)

Type: Deposit & Withdrawals

View range: [Month-to-date](#) | [1 day](#) [7 days](#) [14 days](#) [30 days](#) [60 days](#)

View year: [2021](#) [2020](#) [2019](#) [2018](#)

View dates: June 1 2021 to: June 30 2021

You can search a date range of up to one year.

Sweeps: Hide sweeps
 Sweeps are uninvested cash transactions that move in and out of cash alternatives.

[View](#) or [Download](#)

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

Date/Time	Description	Amount	Commission	Reg Fee	Details
06/02/2021 17:23:12	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	-230,000.00	0.00	0.00	
06/09/2021 14:43:13	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	50,000.00	0.00	0.00	

An indication on this page that an interest payment is "taxable" or "non-taxable" refers to federal taxation only. Interest income may be subject to AMT or state and local taxes. TD Ameritrade does not provide tax advice. Please consult a qualified tax advisor to discuss your individual tax situation.

Exhibit "D"

[Open an account](#) [Find a branch](#) [Contact us](#) [Screen share](#)

[Accessibility](#) [Privacy policies](#) [TD Ameritrade Holding Corp](#) [Mobile](#) [Minimum requirements](#) [Forms](#) [Security settings](#)

rsullivantsr

Options: Enter underlying symbol and click Chain | Index: use "S" (e.g. SDJI)

Action: Buy | Quantity: | Stock: | Options: | Order type: Limit | Price: | Time-in-force: Day

11/11/21, 5:26 PM

Sullivan Sr. v. Sullivan Jr.
Exhibits for SJ Motion

Account Information - Citi Online
BATES NO. 0131



Costco Anywhere Visa® Card by Citi-5139

Current Balance

\$8,763.50

Available Revolving Credit \$10,691.60

Statement closing Nov 22

Last Statement Balance

\$8,289.33

Minimum Payment Due \$188.21

Payment due Nov 20



Costco Cash Rewards Balance (Year to Date) **\$ 248.05**

Transactions

Statement closed Jul 22, 2021

Posted Total -\$1,339.64

Exhibit "E"

11/11/21, 5:26 PM

Sullivan Sr. v. Sullivan Jr.
Exhibits for SJ Motion

Account Information - Citi Online

BATES NO. 0132

Date	Cardmember	Description	Amount
Jul 22, 2021	ROBERT B SULLIVANT	INTEREST CHARGED TO STANDARD PURCH	\$104.07
Jul 21, 2021	ROBERT SULLIVANT	COSTCO WHSE #0352 CORDOVA TN	\$99.51
Jul 19, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$115.08
Jul 16, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$10.89
Jul 14, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$25.23
Jul 13, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$23.44
Jul 12, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$28.65
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #1468 BATESVILLE MS	\$6.26

Date	Cardmember	Description	Amount
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$45.48
Jul 10, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$140.33
Jul 09, 2021	ROBERT B SULLIVANT	AUTOPAY 191023041527247RAUTOPAY AUTO-PMT	-\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	1070921 AUTOPAY RTN R01-INSUFFICIENT FUN	\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	STRAIGHTTALK*SERVICES 877-430-2355 FL	\$17.28
Jul 09, 2021	ROBERT B SULLIVANT	FAM RWRDS 8773782158 877-3782158 MN	\$19.95
Jul 09, 2021	ROBERT B SULLIVANT	RETURN CHECK FEE - 070921	\$29.00
Jul 08, 2021	ROBERT B SULLIVANT	ELMCROFT SENIOR LIVING LAKE OSWEGO OR	\$3,274.84

11/11/21, 5:28 PM

Sullivan Sr. v. Sullivan Jr.
Exhibits for SJ Motion

Account Information - Citi Online

BATES NO. 0134

Date	Cardmember	Description	Amount
Jul 07, 2021	ROBERT B SULLIVANT	MCAFEE *WWW.MCAFEE.COM 866-622-3911 TX	\$128.39
Jul 06, 2021	ROBERT B SULLIVANT	ONLINE PAYMENT, THANK YOU	-\$6,000.00
Jul 06, 2021	ROBERT B SULLIVANT	WAL-MART #1468 BATESVILLE MS	\$20.31
Jul 06, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$24.07
Jul 04, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$49.50
Jul 03, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$24.34
Jul 02, 2021	ROBERT B SULLIVANT	DPI 8447073780 844-7073780 MN	\$24.95
Jul 02, 2021	ROBERT SULLIVANT	MY OXFORD STORAGE 662-513-0199 MS	\$120.00

Date	Cardmember	Description	Amount
Jul 02, 2021	ROBERT SULLIVANT	GOOGLE *YouTube TV 855-836-3987 CA	\$69.54
Jul 01, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$19.62
Jun 29, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$33.39
Jun 29, 2021	ROBERT B SULLIVANT	C SPIRE RECURRING PAY CMITCHELL@CSPMS	\$41.00
Jun 27, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$22.00
Jun 27, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$15.37
Jun 24, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$27.29
Jun 24, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$28.11

11/11/21, 5:28 PM

Sullivan Sr. v. Sullivan Jr.
Exhibits for SJ Motion

Account Information - Citi Online

BATES NO. 0136

Date	Cardmember	Description	Amount
Jun 22, 2021	ROBERT B SULLIVANT	SQ *COLEMAN'S BARBQ, LLC Senatobia MS	\$20.68
Jun 22, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$51.79
End of activity		Total activity Statement closed Jul 22, 2021	-\$1,339.64
		<i>Pending purchases</i>	\$0.00
		Purchases	\$4,527.29
		Cash advances	\$0.00
		Payments/credits	-\$6,000.00
		Fees/interest	\$133.07

Personal

ROBERT B SULLIVANT JR *7217

<u>AVAILABLE BALANCE</u>	<u>PROJECTED AVAILABLE BALANCE</u>	<u>POSTED BALANCE</u>	<u>TOTAL OFFERS</u>	<u>EARNED REWARDS</u>
\$7,876.39	\$7,876.39	\$9,940.05	12	\$0.00

Activity Statements & Docs

[View account details](#)

Search for Transactions

Find posted transactions using any or all of the following options:

Date Range:

90 day custom range

From:

07/06/2021



To:

10/3/2021



Close
X

*Note: up to 18 months of transaction history can be searched using 90 day increments

Types:

Transfer ▼

Amount Range:

Any amount

Check Numbers:

All

Reset

Pending Activity

Status	Type	Description	Amount
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No transaction history records were found.

Posted Activity

Date	Type	Description	Amount
7/6/2021	Transfer	EB TO CHECKING # *****8739	-\$5,000.00



Send holiday funds with a Regions Gift Card or Western Union money transfer. Find a branch.

Exhibit "F"



MORTGAGE

BATFIS No. 50138
P.O. Box 5452
Mt. Laurel, NJ 08054-5452

Your monthly mortgage statement

To obtain information about your account:

Visit: www.MortgageQuestions.com

Call toll free: 1-800-449-8767

Email us: CustomerCare@mortgagefamily.com

Fax: 1-856-917-8300



0001169 02 MB 0.482 **AUTO T7 0 3498 38655-091111 -C05-P01169-I 45 RE90 PH1



ROBERT BURNETT SULLIVANT SR
PO BOX 911
OXFORD, MS 38655-0911

Loan number: [REDACTED]
Payment Due Date: 11/1/2021
Amount Due: \$1,889.88
If payment is received after 11/16/2021, a \$24.80 late fee may be charged.

Statement Date: 10/5/2021

Account Information	
Property Address	1002 CRAWFORD CIR OXFORD, MS 38655
Outstanding Balance (not payoff amount)	\$132,572.67
Current Interest Rate	3.6250%
Prepayment Penalty	No
Escrow Balance	\$1,931.20
Suspense Balance	\$878.75
Maturity Date	05/01/2050

Explanation of Amount Due	
Principal	\$220.41
Interest	\$399.82
Escrow (Taxes and/or Insurance)	\$317.21
Optional Products/Other	\$0.00
Regular Monthly Payment	\$937.44
Total New Fees and Charges	\$0.00
Outstanding Unpaid Late Charges, Returned Item Charges, Shortages and Other Fees	\$0.00
Assessed Expenses	\$15.00
Past Due Payment(s)	\$937.44
Total Amount Due	\$1,889.88

Past Payments Breakdown		
	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$1,948.20
Interest	\$0.00	\$3,633.87
Escrow (Taxes and/or Insurance)	\$58.69	\$2,502.75
Fees	\$0.00	\$0.00
Optional Products	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$878.75	\$878.75
Total	\$937.44	\$8,963.57

Important Messages

You are currently due for the 10-1-2021 payment. Your last full payment was applied to the payment due 9-1-2021.

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Please note that this is not the payoff quote and any amount less than the payoff quote will be returned. Please contact us for payoff quote.

Transaction Activity

Posted Date	Received/ Credited Date	Description	Principal (\$)	Interest (\$)	Escrow (\$)	Late Charges, Shortages & Fees (\$)	Suspense & Other (\$)	Optional Products (\$)	Total (\$)
09/17		Payment Reversal	-\$219.09	-\$401.14	-\$317.21	\$0.00	\$937.44	\$0.00	\$0.00
09/17		Payment Reversal	-\$218.43	-\$401.80	-\$317.21	\$0.00	\$937.44	\$0.00	\$0.00
09/17		Payment Reversal	-\$217.77	-\$402.46	-\$258.52	\$0.00	\$878.75	\$0.00	\$0.00
09/20		Returned Item	\$0.00	\$0.00	\$0.00	\$0.00	-\$878.75	\$0.00	\$0.00
09/21	09/09	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$878.75	\$0.00	\$878.75
09/21	08/09	Payment	\$217.77	\$402.46	\$317.21	\$0.00	-\$937.44	\$0.00	\$0.00
09/21	09/08	Payment	\$218.43	\$401.80	\$317.21	\$0.00	-\$937.44	\$0.00	\$0.00
10/04		Assessed Expense - INSPECTION FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00
10/05	10/05	Payment	\$219.09	\$401.14	\$317.21	\$0.00	\$0.00	\$0.00	\$937.44
09/20	0000	Return Item Charge Waived	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

3498-05-52-0001169-0001-0002863

Exhibit "G"



State Farm Mutual Automobile Insurance Company

PO Box 89000
Atlanta GA 30356-9900



AT2 002337 0008 A-180E A
SULLIVANT, ROBERT B &
SULLIVANT SR, ROBERT
1002 CRAWFORD CIR
OXFORD MS 38655-6107

AUTO RENEWAL

PREMIUM PAID: \$435.05

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: [REDACTED]

Your State Farm Agent

WILL POOLE

Office: 662-234-7574

Address: 1601 JACKSON AVE W
OXFORD, MS 38655-4252

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.



STAC
0102-0022

Policy Number: [REDACTED]

Policy Period: November 23, 2021 to May 23, 2022

Vehicle:

2015 BUICK LACROSSE

Principal Driver:

ROBERT B SULLIVANT

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number 311 8580-E23-24
Prepared October 13, 2021
1004583

Page number 1 of 4

143562 202 01-15-2018



rol our discoun with Drive Safe & Sav

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll. Text **SAVE** to **78836** or contact your agent, WILL POOLE, at 662-234-7574.

TP41



INFORMA IO

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2015 BUICK LACROSSE	1G4GB5G31FF114547	ROBERT SULLIVANT, a single male, who will be age 55 as of November 23, 2021.	To Work, School or Pleasure.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2016 TOYOTA 4 RUNNER

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of November 23, 2021	Gender	Marital Status
ROBERT SULLIVANT SR	88	Male	Single
ROBERT B SULLIVANT	55	Male	Single

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

R NOTICE

PR

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such

(continued on next page)

1 IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2

3

4 ROBERT SULLIVANT, SR.,

5 Plaintiff,

6 vs.

Cause No. 2021-612(W)

7

ROBERT SULLIVANT, JR.,

8

Defendant.

9

10

11

Deposition of

12

MARY H. "EVELYN" STEVENS

13

November 15, 2022

14

15

[Appearances Noted Herein]

16

17

Taken at Courtroom 1 of Lafayette Chancery Courthouse
300 N. Lamar, Oxford, Mississippi
Tuesday, November 15, 2022, at 8:55 a.m.

18

19

20

21

22

REPORTED BY: Teresa B. Henry, CCR 1205
Glenn-Henry Reporting
400 Peg Lane
Amory, Mississippi 38821
662-315-2175
teresabh@bellsouth.net

23

24

25

1

2 Appearances:

3

4

5

6 Honorable Swayze Alford

7 Post Office Box 1820

8 Oxford, Mississippi 38655

9 salford@swayzealfordlaw.com

10

11 REPRESENTING Plaintiff

12

13

14 Robert Sullivant, Jr., pro se

15 1002 Crawford Circle

16 Oxford, Mississippi 38655

17 rsullivantjr@gmail.com

18

19 REPRESENTING Defendant

20

21

22

23 Also present:

24

25 Robert Sullivant, Sr.

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STIPULATION

It is stipulated by and between the parties that the deposition of Mary H. "Evelyn" Stevens is being taken pursuant to notice under the Mississippi Rules of Discovery.

All objections, except to the form of the question, are reserved until such time as the deposition, or any part thereof, is sought to be introduced into evidence.

All formalities, excluding the reading and signing of the deposition by the deponent, are waived.

1 MARY H. "EVELYN" STEVENS

2 having been first duly sworn, was examined under oath
3 and testified as follows:

4 BY MR. SULLIVANT: All
5 right. Just jump on in?

6 BY MR. ALFORD: Well,
7 typically depositions are
8 taken pursuant to the Rules of
9 Civil Procedure, meaning that
10 all objections other than to
11 the form of the question are
12 reserved until such time as
13 they might be presented at
14 trial.

15 BY MR. SULLIVANT: Okay.

16 BY MR. ALFORD: So I
17 propose that we stipulate to
18 that.

19 BY MR. SULLIVANT: I
20 agree. I would like to make a
21 proposal, too, or a
22 stipulation. Since my father
23 and I have the same last name,
24 Mr. Sullivant, Senior, and I
25 am Sullivant, Junior, and as

1 we are referring to each
2 other's name, could we use
3 Senior and Junior, just to
4 make it clear who we are
5 speaking of so we are not
6 getting confused for the
7 court reporter or when
8 referring back to Senior or to
9 Junior, could we use those
10 terms?

11 BY MR. ALFORD: Well, I
12 want it to be clear obviously
13 but I think Evelyn refers to
14 him as Mr. Bob when she's
15 talking about your dad.

16 BY MR. SULLIVANT: That
17 will be fine with me.

18 BY MR. ALFORD: That
19 good with you?

20 A. [Witness nods head up and down.]

21 BY MR. ALFORD: You need
22 to answer out loud. I know
23 we just talked --

24 A. Yes, that's good with me.

25 BY MR. ALFORD: She's

1 not going to be looking at
2 you when you are nodding your
3 head or shaking your head, --

4 A. Okay.

5 BY MR. ALFORD: -- okay?

6 A. Okay.

7 BY MR. SULLIVANT: Okay.

8

9 So I will begin.

10

11 EXAMINATION BY MR. SULLIVANT:

12 Q. All right. First question, when did you start
13 working as a sitter for Senior? About what time was
14 that?

15 A. I'm not really sure but I believe it was
16 around May or June of '18, but I'm not exactly
17 positive.

18 Q. Okay. What was your job description?

19 A. To cook and clean and take Mr. Bob to the
20 doctors' visits or where he needed to go.

21 Q. Okay. What are some examples of places where
22 he needed to go?

23 A. Doctors' offices, Wal-Mart, Home Depot.

24 Q. Okay. Where did this take place at?

25 A. Sometime in Oxford, sometime in Batesville.

1 Q. When did -- when you began working, where was
2 it -- where was this work occurring --

3 A. At --

4 Q. -- at the very beginning?

5 A. At 106 Crawford Circle.

6 Q. Okay.

7 A. Oxford.

8 Q. While working at the Crawford house, at least
9 the first time when you worked there, and you mentioned
10 you took places -- you took him where he needed to go,
11 did y'all go on any, like, just joy rides?

12 BY MR. ALFORD: Object to the
13 form.

14 A. Well, we went to the farm a lot.

15 Q. [Mr. Sullivant] Okay. Did y'all just drive
16 around, say, Enid Lake or anyplace like that just for
17 the heck of it?

18 A. Well, we might've went by Chickasaw on the way
19 to Pope to look at the water.

20 Q. Okay. At that time who did you report to in
21 your capacity?

22 A. Ah, you.

23 Q. Okay. Who determined your schedule?

24 A. You.

25 Q. Okay. How were you paid?

1 A. Paypal.

2 Q. Okay. Could you describe that a little bit
3 more?

4 A. I made \$15.00 an hour.

5 Q. Okay. When you said Paypal, how did that work
6 exactly?

7 A. You paid me, ah, through Paypal.

8 Q. Okay. Good enough. So, you said how much you
9 made. Did you declare these amounts that I paid you
10 through Paypal, did you declare them as income on your
11 income taxes?

12 A. No.

13 Q. Okay. Did you pay payroll taxes on these
14 amounts?

15 A. No.

16 Q. Okay. When did Senior move back to the
17 farmhouse in Pope, another house that we own, and you
18 sometimes said you worked in Pope. When did that
19 begin?

20 A. I can't exactly remember. I think about 2020.

21 Q. Okay. Maybe June or July?

22 A. Maybe. I'm not exactly sure.

23 Q. Do you recall me asking you if you -- do you
24 recall if you -- asking me if you were still going to
25 work for us because -- because since -- because Senior

1 had moved back to Pope?

2 A. Yes.

3 Q. Okay. What did I respond? What was my
4 response?

5 A. Yes.

6 Q. Do you recall if I said why he moved back to
7 the farmhouse?

8 A. No.

9 Q. You don't? Okay. Do you keep -- so you did
10 keep working and you drove to the Pope farmhouse. Did
11 you ask to get paid more money for the drive time?

12 A. Ah, yes.

13 Q. Okay. How often did you work at the
14 farmhouse, more or less than you did when you were at
15 Crawford -- the Crawford house?

16 A. Basically about the same hours.

17 Q. Okay. What was your -- did your job
18 description change at all, the things that you did
19 there as compared to Crawford? Did anything change as
20 far as the things you did?

21 A. Yes.

22 Q. For example?

23 A. We, ah, took care of the property, mowed the -
24 - took care of the property.

25 Q. Did Senior ever say why he moved from Crawford

1 to the farmhouse in Pope?

2 A. I think he was not happy.

3 Q. Did he say why he was not happy?

4 A. Ah, he just wanted to be on the farm.

5 Q. That's all he said, he just wanted to be on
6 the farm?

7 A. As far as I recall.

8 Q. Okay. How often did you drive him around
9 while you were doing the work at the farmhouse, say, on
10 joy rides, just rides for fun?

11 A. Well, we didn't usually take joy rides for
12 fun. We would go to Wal-Mart if he needed.

13 Q. Okay. Did you ever drive him, during this
14 time period, while you worked for me and you were going
15 over to the farmhouse in Pope, did you ever take him,
16 say, down to the lake or over to Calvin Vick's house?

17 A. Yes.

18 Q. About how many times?

19 A. Maybe five.

20 Q. What were the -- how long were the visits?

21 A. Maybe 15 minutes.

22 Q. What was the nature of the visits?

23 A. To just see how he was doing.

24 Q. Okay. When did you first meet Calvin Vick,
25 who is my cousin on my mother's side?

1 A. Ah, well, I met Calvin years ago. I just met
2 him but I really didn't know him.

3 Q. Okay. So you had known Calvin Vick prior to
4 being employed by Junior and Senior?

5 A. Well, just -- I knew him when I saw him. I
6 didn't actually --

7 Q. Okay.

8 A. -- know him.

9 Q. He seemed familiar?

10 A. Yes.

11 Q. Okay. When did you first meet him when you
12 were at -- doing work at the Crawford farmhouse? When
13 did he -- when did you first see him and realize that
14 he was my cousin and how far away -- that he lived
15 close by?

16 A. Ah, I think when he came over there one day.

17 Q. Was that at the beginning of the --

18 A. Maybe --

19 Q. -- did he just show up?

20 A. Maybe about two or three months after Mr. Bob
21 had moved to Pope.

22 Q. Okay. How far does Calvin Vick live from the
23 Pope farmhouse?

24 A. A eighth or quarter of a mile, somewhere
25 between that.

1 Q. Did Senior ever mention Calvin Vick's brother,
2 Sam Vick or Sam Vick's son, Josh Vick? Did he ever
3 mention those people?

4 A. Yes.

5 Q. In what way or how or what was the occasion?

6 A. That Sam was Calvin's brother and Josh was
7 Sam's son.

8 Q. Did you ever meet Sam Vick or Josh Vick?

9 A. No.

10 Q. No. Are you aware of Senior going to Calvin
11 Vick's house on his own while you were -- during that
12 time of employment?

13 A. No.

14 Q. Okay. How often did Calvin Vick come over to
15 the farmhouse?

16 A. I think he went -- went over there one time.

17 Q. So the whole time you were working there, he
18 came -- Calvin only came over one time?

19 A. I think so.

20 Q. Okay. In your opinion was the farmhouse safe
21 for Senior to live in, meaning safer than, say,
22 Crawford -- the Crawford house for a man his age and in
23 his condition?

24 A. Ah, I think it was.

25 Q. Okay. Do you think he would have been better

1 off, in your opinion, or more safe or better -- better
2 taken care of health wise if he would've lived at the
3 Crawford house instead of the Pope house?

4 A. No.

5 Q. No? Okay. Did you ever, while you were in
6 the employment at the Pope house, did you ever call me
7 to tell me that Senior had received what you thought
8 was a scam phone call and he had given them a credit
9 card number?

10 A. Yes.

11 Q. How often did that happen?

12 A. I think once.

13 Q. Just once?

14 A. [Witness nods head up and down.]

15 Q. When did I tell you about Senior writing
16 checks to what I believed were scam solicitors that
17 sent him mail?

18 A. Prior to that but I guess after we moved to
19 the Pope house.

20 Q. So I told you that or you -- I told you that
21 and you were aware of it before he moved over to the
22 Pope house?

23 A. Yes.

24 Q. Okay. When did I tell you that I was getting
25 his outgoing and incoming mail at the farmhouse and

1 intercepting the scam -- what I thought was scam mail
2 solicitors from his normal mail?

3 A. Shortly after we moved to the Pope house.

4 Q. Okay. Did you agree to start getting his mail
5 for me?

6 A. Yes.

7 Q. Okay. What did you do with that mail?

8 A. Gave it to you.

9 Q. Did you put it anywhere?

10 A. Oh, yeah. I left it at the Pope house so you
11 could pick it up.

12 Q. Where did you put it at the Pope house?

13 A. In the bedroom drawer.

14 Q. Okay. When did Senior find out that you were
15 getting the mail for me?

16 A. Mmm, I don't remember.

17 Q. But at some time he did find out?

18 A. I think so, yes.

19 Q. You think so. Did he say anything to you?

20 A. I think he saw the mail.

21 Q. He -- what do you mean he saw the mail?

22 A. I think he went in -- he was looking for
23 something and he saw a stack of mail.

24 Q. So, just by chance -- you're stating that he
25 went into that bedroom and went into that drawer and

1 found mail?

2 A. Yes, I believe so.

3 Q. Okay. Did he confront you about it?

4 A. Yes.

5 Q. What did he say?

6 A. He just said that, ah, What is this mail? And
7 I told him I had been putting it there.

8 Q. Okay. Did you tell him that I'd asked you to
9 do that?

10 A. I don't think I did.

11 Q. You didn't? You just said you were doing it
12 on your own?

13 A. Well, he -- no. I told him I was putting it
14 there for him. For...

15 Q. For who?

16 A. I was putting the mail -- he asked me what the
17 mail was doing there and I told him that you were
18 picking it up.

19 Q. Okay. Did he ask anymore questions about why
20 I was doing that? Why I wanted you to do that?

21 A. I don't think so.

22 Q. Was he okay with it?

23 A. No.

24 Q. What did he say or what was his -- what did he
25 say in regards to that? Was he happy or sad or?

1 A. He was kinda agitated.

2 Q. Okay. Did -- how -- how did you know he was
3 agitated? Did he say anything?

4 A. Ah, no. I could just tell by the way he act.

5 Q. Did he say to stop doing that?

6 A. Uh, no I don't think he did.

7 Q. So, he was okay with you continuing to get his
8 mail?

9 A. I think he said he was going to talk to you
10 about it.

11 Q. Okay. All right. During that time when you
12 were employed at the Pope farmhouse did you ever ask me
13 for any of the old household items that we were not
14 using around the house?

15 A. Well, yes.

16 Q. Okay. Do you have any examples of what?

17 A. You gave me a T.V. that y'all weren't using.

18 Q. Okay. Anything else?

19 A. Mmm, I think so but I can't remember what it
20 was?

21 Q. Did I give you a freezer?

22 A. Yes.

23 Q. Okay.

24 A. Well, I bought the freezer.

25 Q. Okay. You bought the freezer.

1 A. Um-hmm. [indicating yes]

2 Q. Okay. Like, a water sprayer?

3 A. Water sprayer?

4 Q. Yes. A Stanley plug-in water compressor
5 sprayer thing you wash your car with.

6 A. Oh, yeah, Mr. Bob give me that but it didn't
7 work.

8 Q. Okay. Did you ever bring your brother over to
9 the Crawford house to pick up some items that you
10 thought we did not anymore or want and had asked for?

11 A. No.

12 Q. You did not? All right. So your brother did
13 not come over in a pick up truck and pick up a smoker
14 and a few other items?

15 A. My brother did get a smoker but I don't think
16 he's the one that came and got it.

17 Q. Okay. Who came and got it?

18 A. I can't remember.

19 Q. Okay. When did you learn that my father had
20 taken the farm equipment, meaning the tractor -- two
21 tractors and a disk and a bush hog over to Calvin
22 Vick's house?

23 A. Ah, after Mr. Bob called me.

24 Q. Okay. What -- what did he say? I mean, did
25 he say, I just brought them over there or?

1 A. He took them over there because he knew the
2 farm was going to sell.

3 Q. Okay. Did he say he had made any arrangements
4 with Calvin?

5 A. He said he was going to take them over to
6 Calvin's --

7 Q. Or Mr. Vick?

8 A. Yes. -- just to keep them over there because
9 the property was selling and he -- they didn't go with
10 the property.

11 Q. Okay. But he did not say how long he planned
12 on Cal -- Mr. Vick to -- was going to keep the
13 equipment for him?

14 A. No.

15 Q. He didn't specify? He didn't give you any
16 indication of that?

17 A. He did not.

18 Q. While you were living at the farm -- while you
19 were working at the farmhouse in Pope, did you have any
20 other sitter/clients besides -- besides Senior?

21 A. Yes.

22 Q. Okay. Who were they and where did they live?

23 A. Ah, they were Mr. and Mrs. Fortner and they
24 lived in the Delta.

25 Q. Could you spell that for us, please?

1 A. F-o-r-t-n-e-r.

2 Q. Thank you. Where in the Delta do they live?

3 A. Lambert.

4 Q. Lambert. How often did you work for them?

5 A. Ah, two days a week.

6 Q. What was the arrangements as compared to what

7 you had with us -- with Senior at the farmhouse?

8 A. Ah, they were elderly and I went down there

9 after I left Mr. Bob's and stayed with them until the

10 next morning.

11 Q. Okay. Good enough. Now, you mentioned the

12 farm was going to sell. When did -- when did Senior

13 move back to the Crawford house due to the sale of the

14 house?

15 A. Ah, may have been April of 2021. I don't know

16 exactly when the house sold.

17 Q. Okay. Well, the -- did you ask me if you were

18 still going to work for us after he moved back to the

19 Crawford house?

20 A. I'm sure I did, yes.

21 Q. Okay. And then what did I respond with?

22 A. Yes.

23 Q. Did I say anything else? I just said 'yes'

24 and that was it?

25 A. I think so.

1 Q. Okay. After Senior moved back to the Crawford
2 house and you are still reporting to me, did you ever
3 go on any joy rides or how were things -- let me back
4 up. I'm sorry. Let me back up.

5 Were your duties any different when Senior
6 moved back to the Crawford house were your duties any
7 different than they were before?

8 A. No. Just clean and take him to the doctor's
9 office, clean the house and, uh, cook if I needed to
10 cook.

11 Q. Okay. Did you go on any joy rides with him?
12 Just, say, driving around just for the fun of driving
13 around?

14 A. Well, I would take him to Wal-Mart and to his
15 doctors' visits and that's about it.

16 Q. Okay. During that period when I was still
17 paying you and you reported to me and I decided your
18 schedule, did you ever drive him back down to Pope to
19 see Calvin, then Mr. Vick?

20 A. Uh, I'm sure I did.

21 Q. Okay. Any other joy rides, you know, just
22 say, he asked, I just want to drive around somewhere
23 and see the trees and the roadside?

24 A. Once -- about once a month we would go to
25 Coleman's Bar-B-Q in Senatobia because he liked to eat

1 there.

2 Q. How many times did that occur?

3 A. About once -- once a month. We still do that.

4 Q. Do you recall when I told you I had to -- I
5 wanted to put Senior in a conservatorship?

6 A. No.

7 Q. You do not? Okay. You don't recall one day I
8 explained to you I would like -- I had decided to put
9 him in a conservatorship because I couldn't manage him
10 writing all the checks to the scam solicitors and
11 giving people --

12 A. Oh, yeah.

13 Q. -- his credit card numbers and --

14 A. Uh-huh. [indicating affirmative]

15 Q. -- and I decided that the time had come for
16 that to happen?

17 A. [Witness nods head up and down.]

18 Q. About when was that?

19 A. Ah, maybe after he moved back to Crawford
20 Circle.

21 Q. Right. Did I say anything else? Did I -- do
22 you recall what I said exactly or in general what I
23 said?

24 A. Just what you said.

25 Q. Okay. Did I state what I would have to do to

1 do that?

2 A. No.

3 Q. Okay. Do you recall me saying I had made
4 Senior an appointment with Dr. Linder in Batesville for
5 a mental evaluation so I could proceed with a
6 conservatorship?

7 A. Yes.

8 Q. Okay. Did you take him to that appointment?

9 A. Yes.

10 Q. Could you -- could you tell us what happened
11 at that appointment?

12 A. The per -- the psychiatrist he was suppose to
13 see was not there that day.

14 Q. Did he not see Dr. -- Dr. Linder?

15 A. Yes.

16 Q. What -- what did he -- what did he say or were
17 you in the room when he examined my father or saw my
18 father or saw Senior?

19 A. Yes.

20 Q. Okay. What -- what did he -- Dr. -- Dr.
21 Linder do as far as procedures or what did he do for my
22 father?

23 A. I think he cut his toenails.

24 Q. Cut his toenails? Okay. I'm a little
25 confused. You stated that the psychiatrist was not

1 there that day? Was he suppose -- I don't quite
2 understand that. Could you explain that a little bit
3 more?

4 A. I think he was suppose to go in for a mental
5 evaluation.

6 Q. Okay.

7 A. I'm not for sure.

8 Q. Okay. All right. Did you tell Senior that --
9 that visit -- that appointment with Dr. Linder was to
10 be a mental evaluation to be used in a conservatorship
11 proceeding?

12 A. Yes.

13 Q. When did you tell him that?

14 A. After he got his toenails cut and he asked me
15 why we went over there for that visit.

16 Q. All right. So at that time you told him that
17 I was trying to put him a conservatorship and I made
18 that appointment for that purpose?

19 A. No. I told him he was suppose to go in for a
20 mental evaluation.

21 Q. Okay. But there was not one done?

22 A. No.

23 Q. Okay. Because you said -- because it was not
24 done because the psychiatrist was not there that day?

25 A. Whoever was suppose to evaluate him was not

1 there. She was sick.

2 Q. I see. All right. During the time period
3 when you're back at the Crawford house doing work
4 there, after the farm had sold or was about to close,
5 do you recall looking at houses for sale in Batesville
6 on the Zillow dot com website?

7 A. Yes.

8 Q. Okay. Could you tell us some more about that?

9 A. Mr. Bob did not like living at Crawford Circle
10 and he wanted to find a house closer to Batesville.

11 Q. Okay. Did he say why he did not like living
12 in the Crawford house?

13 A. Because he wanted to be closer to Pope.

14 Q. Okay. Good enough. What was your role in him
15 trying to find a house on Zillow or did he ask you --
16 did he ask you, Come help me find a house on Zillow
17 dot com?

18 A. No. Basically he was looking for his own
19 houses and when he found them he would tell me where
20 they were at.

21 Q. Okay. Did he show them to you on the Zillow
22 website?

23 A. Ah, no.

24 Q. He did not? So, I'm confused. He just stated
25 that he just saw them on Zillow dot come and told you

1 that he found one that he liked?

2 A. No. He found them when he was, ah, riding
3 down the road or he would see a For Sale sign and he
4 would tell me about them.

5 Q. Okay. But he didn't find any houses on the
6 Zillow website that he liked and showed you?

7 A. Ah, no.

8 Q. He did not. Okay. So, -- but he did show you
9 the Zillow website on the computer? Would you -- did
10 he -- did he ask you to come into his room and look at
11 the houses on Zillow dot com?

12 A. Ah, I can't remember but he might have.

13 Q. Okay. So you don't recall going into his room
14 and having the door closed for half an hour or an hour
15 and looking at houses on Zillow dot com with Senior?

16 A. Ah, no.

17 Q. You do not -- you do not remember that? Did
18 Senior say he wanted to buy a house?

19 A. Yes.

20 Q. And his plan, he was going to buy this house
21 by himself?

22 A. Yes.

23 Q. Okay. Did he ask you to call a real estate
24 agent?

25 A. Ah, yes.

1 Q. Did you call a real estate agent?

2 A. I think so.

3 Q. Okay. Was it about a specific house?

4 A. Ah, I think so.

5 Q. Okay. If you could, could you maybe try to
6 recall if it was about a specific house or just to find
7 a house for him in general?

8 A. It was about a specific house.

9 Q. Okay. Do you remember where that specific
10 house was?

11 A. I think it was over toward Independence.

12 Q. Okay. What did the real estate agent do or
13 what did you ask the real estate agent to do?

14 A. Nothing. We just called about it to see how
15 much it was. It was a house that had went into
16 foreclosure.

17 Q. Okay. What did you find -- what did the real
18 estate agent tell you?

19 A. Ah, just, I guess, the price of the house.

20 Q. Okay. But the price of the house was on the
21 Zillow website, was it not?

22 A. Ah, I don't know if that house -- that house
23 had a For Sale sign in the yard so I think that's how
24 we called.

25 Q. Okay. I'm a little confused. I'm going to

1 try to clear this up. So you did not find the house --
2 he did not find the house on Zillow dot com that he
3 asked you to call a real estate agent about?

4 A. I might have found it and called for him
5 because he was wanting to move closer to Pope.

6 Q. Right. Okay. What did he say he was going to
7 do with the Crawford house? Did he say he was going
8 to sell it?

9 A. No. He said you would live there.

10 Q. Okay. Did he say how he was going to finance
11 the purchase of this house?

12 A. I guess he would pay for it.

13 Q. With what funds?

14 A. With his money.

15 Q. Okay. Did he give any specific ideas about
16 where the money would come from?

17 A. No.

18 Q. He did not? Okay. Did he say that -- did he
19 mention, by chance, that he would take the proceeds of
20 the farmhouse sale and purchase this house?

21 A. No.

22 Q. He did not say that? So he was just going to
23 pay cash -- he said he was going to pay cash for the
24 house?

25 A. No.

1 Q. Did he give you any indication if he was going
2 to go get a loan or write a check for it or anything
3 like that?

4 A. No.

5 Q. He did not? Okay. When did you -- speaking
6 of the farmhouse, when did you learn that or when did
7 it become aware to you that we would be -- Senior and
8 Junior would be getting a sales proceeds check from the
9 sale of the farmhouse?

10 A. I guess when it closed.

11 Q. Okay. So you're stating that you knew at the
12 time of the closure that Junior and Senior had gotten a
13 check for the sale of the house?

14 A. Well, yes.

15 Q. Okay. Did you believe that that was Senior's
16 money or Junior's money or both?

17 A. Both.

18 Q. Okay. Did Senior say what happened to that
19 check?

20 A. No.

21 Q. Okay. Did he say that he -- he and I put it -
22 - went to Regions Bank and put it into a joint bank
23 account?

24 A. No.

25 Q. Okay. When did you learn that Senior had

1 given me Power of Attorney over his affairs?

2 A. Ah, when did I learn it?

3 Q. Yes. When did you become aware that I had
4 Power of Attorney over his affairs and dealings?

5 A. Ah, probably in June of 2020.

6 Q. How did you learn of that?

7 A. Mr. Bob was going through his records and
8 showed it to me.

9 Q. All right. Just a quick note. So he showed
10 you the Power of Attorney?

11 A. Yes.

12 Q. Why did he show it to you?

13 A. He was looking for something in his files and
14 we were going through it and I was trying to help him
15 find it.

16 Q. Find -- what he was trying to find? What was
17 he trying to find originally?

18 A. I don't recall.

19 Q. But you were helping him find whatever that
20 was?

21 A. Yes.

22 Q. But you do not recall what he had asked you to
23 help him find in his files?

24 A. Right.

25 Q. When you say files, could you --

1 A. Some of his paperwork that he had.

2 Q. Where was it? Was it just a folder or was it
3 a big file cabinet?

4 A. I think it was just in a little accordion
5 folder.

6 Q. Okay. And he couldn't find some kind of paper
7 and he asked you to help him find that particular paper
8 but it wasn't the Power of Attorney he was trying to
9 find?

10 A. No.

11 Q. But you don't recall what it was that he had
12 asked you to find?

13 A. No.

14 Q. Okay. And you're stating that when you went
15 through this little accordion folder that he found the
16 Power of Attorney?

17 A. I think so, yes.

18 Q. Okay. What did he do?

19 A. I mean, I don't know what he did. He didn't
20 do anything.

21 Q. Well, you stated that he said, This is a Power
22 of Attorney, and that's how you learned about it.

23 A. And he put it back in the folder.

24 Q. And that's all he said about the Power of
25 Attorney is, This is a Power of Attorney, and just put

1 it back in the folder?

2 A. Yes.

3 Q. Did y'all ever find what you were originally
4 trying to find?

5 A. I don't think so.

6 Q. Okay. What does a Power of Attorney mean to
7 you? Does it -- are you aware of what a Power of
8 Attorney does?

9 A. No, not really.

10 Q. All right. Did he state what it did?

11 A. No.

12 Q. Okay. Did Senior state why he gave me the
13 Power of Attorney?

14 A. No.

15 Q. Do you think -- do you think it was a good
16 thing that I had the Power of Attorney?

17 BY MR. ALFORD: Object to
18 the form. You can answer.

19 BY MR. SULLIVANT: Can or
20 can't?

21 BY MR. ALFORD: Yeah, she
22 can answer it.

23 BY MR. SULLIVANT: Okay.

24 A. So, yes.

25 BY MR. ALFORD: She already

1 said she didn't know what a
2 Power of Attorney is for.

3 BY MR. SULLIVANT: Okay.

4 Q. [Mr. Sullivant] Do you recall about when that
5 was that you were going through -- helping him go
6 through that accordion file of papers? Do you remember
7 about when?

8 A. Maybe about April.

9 Q. About April. He was living at Crawford?

10 A. Right.

11 Q. All right. Were you aware that Senior went to
12 Jay Westfaul's law office in Batesville to have the
13 Power of Attorney revoked?

14 A. Yes.

15 Q. When did you find that out?

16 A. When I went with him.

17 Q. Okay. So you went with him to Jay Westfaul's
18 office?

19 A. Yes.

20 Q. Do you have knowledge of how Senior decided
21 upon Jay Westfaul to choose him to do this?

22 A. He just picked an attorney in Batesville.

23 Q. Okay. When -- and you went with him. You
24 drove him from the Crawford house?

25 A. Yes, I think so.

1 Q. Okay. Do you remember --

2 A. No. It -- I think it -- yeah, it was in the
3 Crawford house.

4 Q. So one day y'all drove to Batesville to Jay
5 Westfaul's office to have the Power of Attorney
6 revoked?

7 A. Right.

8 Q. And that's all y'all did that day --

9 A. Um-hmm. [indicating yes]

10 Q. -- as far as driving?

11 A. Um-hmm. [indicating yes]

12 Q. Just --

13 BY MR. ALFORD: 'Yes' or 'no'.

14 A. Yes.

15 Q. [Mr. Sullivant] Did he state why he was doing
16 that?

17 A. No.

18 Q. He just -- did he just -- when you came over
19 that day he said, We need to go to Jay Westfaul's
20 office so I can have this Power of Attorney revoked?

21 A. I think he'd already made the appointment and
22 I took him over there.

23 Q. Okay. Did he state why --

24 A. No.

25 Q. -- why he was doing it? Did you ask? Were

1 you curious about why would you want to go revoke your
2 son -- Junior's Power of Attorney over you?

3 A. I didn't ask him.

4 Q. You didn't think about why, on the way over
5 there, it didn't come up?

6 A. [Witness shakes head from side to side.]

7 Q. Were you not curious?

8 A. I mean, that's his business. No, I mean, I
9 just do what Mr. Bob asks me to do.

10 Q. Okay. All right. About that time or did you
11 go -- were you aware that Senior withdrew \$230,000.00
12 out of a joint account owned by Senior and Junior?

13 A. No.

14 Q. You were not aware of that?

15 A. No.

16 Q. To this day you are not aware of that?

17 A. Yes.

18 Q. Okay. When did you find out about that?

19 A. About three days later when I went in Mr.
20 Bob's to clean, he told -- went up to his house to
21 work, he told me.

22 Q. Okay. What did he say?

23 A. He said that he had, ah, closed a bank account
24 out.

25 Q. Did -- what did he say he did with the money?

1 A. Put it in a account.

2 Q. Okay. Did he say what type of account the
3 money was in originally? Was it in a joint -- did he
4 say what account it came out of --

5 A. It came out of a joint account.

6 Q. Did he state it was owned by Senior and
7 Junior?

8 A. Yes.

9 Q. Okay. And he just stated he put it into a
10 different account?

11 A. Right. Yes.

12 Q. Did he say why?

13 A. Ah, no.

14 Q. He just announced -- so he just announced
15 that, A couple of days ago I went up to the Regions in
16 Batesville and took \$230,000.00 out of a joint account
17 owned by Senior and Junior and put it into an account
18 only owned by Senior, and that's what he said?

19 A. Yes.

20 Q. He didn't elaborate? He didn't say why?

21 A. No.

22 Q. What did you do? I mean, did you ask why?
23 Did that start a conversation?

24 A. Yeah, I asked him why.

25 Q. What did he say?

1 A. I think he wanted to buy a house.

2 Q. Oh, okay. So he wanted to use that money to
3 buy the house. What did you say in reply?

4 A. I didn't say anything.

5 Q. The conversation just ended?

6 A. [Witness nods head up and down.]

7 Q. Okay. So, just to get this straight, he
8 stated he was going to use those funds to buy a house
9 and you didn't say anything? The conversation just
10 ended?

11 A. Yes.

12 Q. Okay. Did he mention it ever again? In the
13 next few days did he ever mention the money that he had
14 put into that account?

15 A. No.

16 Q. Did he mention anything else about buying a
17 house since he had some money to buy a house?

18 A. Yeah, and then he changed his mind.

19 Q. Could you elaborate?

20 A. He knew that he probably wouldn't be able to
21 live by himself so he went into assisted living.

22 Q. Okay. That's a big jump so let's back up.

23 Okay. So he stated that he had taken the \$230,000.00
24 out of the joint account owned by Senior and Junior,
25 put it in an account just in Senior's name, stated that

1 he was going to buy a house with it and then he told
2 you he had changed his mind and was going to move into
3 assisted living?

4 A. Yes.

5 Q. Was that part of a bigger conversation?

6 A. He just said that he didn't think he would be
7 able to live by himself.

8 Q. Did you have any comments? Did you have any
9 ideas or did you add to -- reply to that conversation?

10 A. Yes.

11 Q. What did you say?

12 A. I said he could go back to live at Crawford
13 Circle in the house.

14 Q. So he wasn't -- when this conversation
15 happened, he wasn't -- he didn't live at Crawford
16 Circle?

17 A. Yes. He was still there.

18 Q. Okay. So -- but he's still living there. So
19 you told him to just stay at Crawford Circle?

20 A. [Witness nods head up and down.]

21 Q. Could you state that, please?

22 A. Yes.

23 Q. You're just --

24 A. Yes.

25 Q. Okay. What did he say in reply because you'd

1 stated before that he wanted -- he didn't want to stay
2 there, he wanted to be closer to Pope. What did he say
3 in return?

4 A. He didn't want to live at Crawford Circle. He
5 would just go into assisted living.

6 Q. Okay. Did he state that that did not meet his
7 earlier criteria of being closer to Pope?

8 A. [Witness nods head up and down.]

9 Q. Could you answer?

10 A. Yes.

11 Q. So he did state that?

12 A. I don't understand the question.

13 Q. Previously you had stated that Senior wanted
14 to move from Crawford Circle and be closer to Pope.

15 A. Yes.

16 Q. That's why he was trying to find a house. You
17 had stated that.

18 A. [Witness nods head up and down.]

19 Q. Now you're stating that he no longer wants to
20 move closer to Pope, he wants to move into an assisted
21 living facility.

22 A. Because he knew that he would be by himself
23 and he really couldn't take care of himself. He didn't
24 want to really be by himself because he couldn't take
25 care of himself. He needed -- excuse me -- he needed

1 someone to be there so he thought it would be better to
2 go to assisted living.

3 Q. Did he state where he might -- did he have any
4 assisted living facilities in mind?

5 A. The Elison.

6 Q. This conversation was taking place at the
7 Crawford house?

8 A. Yes.

9 Q. Okay. Did he state when he was going to move
10 to the assisted living facility, --

11 A. No.

12 Q. -- the Elison?

13 A. No.

14 Q. Did he state any specific plans that he had?

15 A. No.

16 Q. He did not. Did you not ask him? After he
17 stated he was going to move into an assisted living
18 facility did you not follow up with some questions or
19 with a conversation?

20 A. Which one?

21 Q. That he was going --

22 A. I mean, I asked him which one --

23 Q. All right.

24 A. -- he was going to.

25 Q. Okay. And what -- and then he -- what did he

1 reply?

2 A. He had checked on a few and he was going to go
3 to the Elison.

4 Q. Okay. So he stated that he had checked on a
5 few--

6 A. Um-hmm. [indicating yes]

7 Q. -- and decided on the Elison?

8 A. [Witness nods head up and down.]

9 Q. Okay. But he did not state when he was going
10 to do that?

11 A. No.

12 Q. Did you ask him if you were still going to be
13 employed past the time he would move into the assisted
14 living facility?

15 A. No.

16 Q. You did not ask him that? But you're still
17 under the --

18 A. But -- yes. He wanted me to -- I didn't ask
19 him that but he did want me to come up there and, like,
20 I still take him to the doctor and stuff like that.

21 Q. Okay. When -- when was the last time you
22 worked for me where you reported to me and I paid you
23 and decided your hours or what dates to work?

24 A. Probably, ah, maybe June of, ah, 2021, or
25 April. Somewhere. May, April, May of 2021.

1 Q. April, May or June?

2 A. Yeah. Something like that.

3 Q. Okay. Describe how that happened. You just
4 no longer worked for me. Did you just not show up or
5 did I say, You're fired, or what did I say?

6 A. You didn't say anything. Mr. Bob, I think,
7 left.

8 Q. Okay.

9 BY MR. SULLIVANT: I have -- I
10 would like to enter an exhibit and
11 maybe clarify some of this if Mr.
12 Alford doesn't object or wants to
13 look at it.

14 Q. [Mr. Sullivant] These are text messages dated
15 from March 11th, 21st to the present from me and --
16 between you and I. Between Evelyn -- between Mrs.
17 Stevens and Junior.

18 BY MR. SULLIVANT: I would
19 like to enter these as an exhibit
20 to the deposition and have Mrs.
21 Stevens look at them.

22 BY MR. ALFORD: I mean, I
23 think it's probably something that
24 was never produced to me in
25 discovery but I don't really care.

1 BY MR. SULLIVANT: I --

2 anyway.

3

4 [The text messages were marked as
5 Exhibit 1 to the deposition of
6 Mary H. "Evelyn" Stevens.]

7

8 BY MR. SULLIVANT: In response
9 to Mr. Alford's statement that this
10 was not presented in discovery, I
11 will state this is for the purposes
12 of this deposition because we're
13 having some understanding of dates
14 which I think to help clarify the -
15 - the dates that I am trying to ask
16 about so we can have some -- some
17 factual information to refer to, to
18 help.

19 Q. [Mr. Sullivant] If you could look at maybe
20 around June 16th, these text messages.

21

22 [Pause in proceedings.]

23

24 A. Okay.

25 Q. Okay. You had -- is -- on June 16th did you

1 send me a text message saying 10:30 to 1:30?
2 A. Right.
3 Q. Okay. Is there any other -- and what was
4 that? What is that, that you texted to Junior?
5 A. Well, you'd sent me, Send me your hours from
6 yesterday and I will pay out of my account.
7 Q. All right.
8 A. And that was my hours, 10:30 to 1;30.
9 Q. Okay. Good enough. So those are your hours.
10 What did I reply back with?
11 A. Yes.
12 Q. Not 3 hours?
13 A. Yeah. 3 hours.
14 Q. And then what did you reply?
15 A. Yes.
16 Q. Okay. Is there any other text after that
17 submitting any hours to me?
18 A. No.
19 Q. Okay. Would you think that June 16th might
20 have been the last day you worked -- reported to me?
21 A. Yes.
22 Q. So, to get back to the line of questioning,
23 you were stating when you started to work directly for
24 Senior. When would that have been in reference to the
25 June 16th day that you stopped working for me?

1 A. Probably around the 4th or 5th of July.

2 Q. So you did not work for Senior between the --
3 June 16th and, say, around July 4th?

4 A. Right.

5 Q. Okay. Did you call him or did he call you or
6 what was the arrangement?

7 A. Oh, I just called -- I would call and just
8 check on him. See how he was doing.

9 Q. Okay. So at this time he was at the Elife?

10 A. He was at the Elison.

11 Q. Elison. I'm sorry. The Elison. So you're
12 stating that you just called him to check on him to see
13 how he was doing?

14 A. Right.

15 Q. All right. What did he say?

16 A. He said he was okay.

17 Q. How did y'all get back into the employer/
18 employee relation?

19 BY MR. ALFORD: Object to the
20 form. You can answer if you can.

21 A. I would go check on him and take him to the
22 doctor, take him to the grocery store.

23 Q. [Mr. Sullivant] Did Senior say, I still need
24 your -- I still need you to drive me around on that
25 phone call?

1 A. He -- yes. I went up there in person to see
2 him after he moved in.

3 Q. Okay. And at that time he asked you, I still
4 need to have you drive me around?

5 A. Yes.

6 Q. Okay. What did you say?

7 A. I said yes.

8 Q. All right. So, back to June 16th, on the last
9 day that you worked for me, did -- you didn't say, Hey,
10 I'm not going to work for you anymore or did I say what
11 -- or did I -- did I end it or did you end it?

12 A. Well, uh, I just didn't -- I just didn't go
13 back over there because I didn't think Mr. Bob was
14 going to be over there anymore so you wouldn't need me.

15 Q. On June the 16th?

16 A. I guess that's the last time, yes.

17 Q. When did Senior move into the Elison?

18 A. I don't know exactly when he moved in. He had
19 already moved in before I knew it.

20 Q. Okay.

21 A. He called me and told me he was living at the
22 Elison.

23 Q. Okay. All right. So you did not speak to him
24 between those dates?

25 A. Yes, I spoke to him but I never -- a couple of

1 times on the phone.

2 Q. Okay. So between June 16th and around
3 July 4th you did talk to him?

4 A. Yes.

5 Q. Did you call him or did he call you?

6 A. He would call me and I would call him.

7 Q. Who called who first?

8 A. I called him to check on him or he would call.
9 I can't remember who called each other first 'cause I
10 always called to check on him.

11 Q. Okay. So if you're calling every so often,
12 you would know about when he moved into the Elison.

13 A. I think he moved in the Elison around maybe
14 the 1st or 2nd of July.

15 Q. Okay. All right. So the only contact -- I
16 mean, you just called him a few times to check on him
17 between the 16th and the -- July 4th?

18 A. Probably twice a week I would check on him.
19 Two or three times a week I would call him.

20 Q. Okay. But back to the June 16th, and that
21 being the last day that you gave me some hours, you --
22 you didn't ask me, Am I still going to work for you,
23 or, What's the deal? You weren't wondering about
24 that?

25 A. No.

1 Q. As you -- but you did the times before when he
2 moved from Crawford to Pope, you asked, correct?

3 A. Right.

4 Q. And then when he moved from Pope back to
5 Crawford you asked me will you still be working.

6 A. Yes.

7 Q. But you didn't this time?

8 A. No.

9 Q. And any reason why?

10 A. Because you wouldn't need me anymore. He
11 wouldn't be living there at Crawford.

12 Q. But he didn't move there 'til July 1st. He
13 didn't move -- he didn't move to the Elison until
14 June -- you stated he didn't move there until July 1st.

15 A. Right.

16 Q. All right. But -- about two weeks and you
17 just wouldn't think he would need anything? But you
18 did call him during those -- those -- that time period
19 but you didn't call me to ask what the deal was?

20 A. No.

21 Q. Okay. All right. So from June 16th you never
22 called me and didn't contact me?

23 A. Right.

24 Q. And just -- and just all of the sudden you
25 just -- you had assumed that our employment relation

1 just ended?

2 A. Right.

3 Q. And you're stating that you weren't curious
4 about that as you'd been the times before when things
5 changed? You weren't curious if you were still going
6 to be working?

7 A. Right.

8 Q. All right. All right. So when was the next
9 time you actually worked for Senior?

10 A. I think he had been over at the Elison maybe
11 two or three days before I went over there and saw him.

12 Q. Okay. Did you go inside the Elison?

13 A. Yes.

14 Q. Did you go into his room?

15 A. Yes.

16 Q. How long did you spend there that first day?

17 A. Maybe about an hour or so.

18 Q. Okay. Was this work or just to visit?

19 A. Visit, to help him set up his T.V., set up his
20 computer.

21 Q. Okay. But you never came by the house to
22 check on him during that time period, between June 16th
23 and when he moved to the Elison?

24 A. Not that I recall.

25 Q. Okay. Why did you not come over to the house

1 to check on him? If you went over to the Elison to
2 check on him, why didn't you come by the house to check
3 on him?

4 A. I just called him on the phone.

5 Q. Okay. Then when you started the new
6 employment reporting directly to Senior, describe your
7 duties or job description from that point on.

8 A. I would go up there, take him to the doctor,
9 take him to Wal-Mart, take him to his doctors' visits.

10 Q. How often a week?

11 A. Maybe twice.

12 Q. Twice a week. Did you go anywhere besides
13 Wal-Mart or to a medical provider? Did you go anywhere
14 -- did y'all just drive around or what else did you do?

15 A. He went and got his hair cut. He would have
16 to go to Memphis Dermatology. I've taken him up there
17 several times. I've taken him to, ah, well, I was
18 going to take him to Tupelo and Wal-Mart, doctors'
19 office, Walgreens, Lowe's, Home Depot, wherever he
20 needed to go.

21 Q. Okay. You stated that was about twice a week
22 he had somewhere to go?

23 A. Yeah. Sometime --

24 Q. About how long a duration would you work each
25 time?

1 A. Maybe two hours.

2 Q. Two hours? What was -- so about how many
3 total hours a week did you work for him?

4 A. Well, I worked for about -- about five or six.

5 Q. Total for a week?

6 A. Yes.

7 Q. All right. Did he pay you by the hour?

8 A. He didn't pay me.

9 Q. Okay. So, then, do you consider if you
10 don't -- if you are not getting paid that you are doing
11 work for somebody?

12 A. Yes, because I knew he was in a bind with his
13 finances and I didn't know what the situation was, so I
14 -- I did that because he's a friend of mine and I
15 wanted him to be taken care of.

16 Q. So you are working pro bono, for free?

17 A. Well, no. He said when he got his finances
18 together that he would pay me.

19 Q. When did that happen?

20 A. I don't think it's happened yet.

21 Q. So he doesn't pay you each time you work or
22 each week like I did?

23 A. No.

24 Q. All right. Do you keep up with the hours?

25 A. Yes.

1 Q. So you have all the hours that you work for
2 Senior recorded?

3 A. Well, I basically know about how much. I
4 didn't record them all but I know -- I know how often I
5 worked.

6 Q. All right. So on this employee/employer
7 relation, when are you expected to get paid? When
8 did -- has he said when he's going to pay you for all
9 this back time?

10 A. He already did pay me.

11 Q. Oh, he did? So, how much did he pay you?

12 A. He give me his car.

13 Q. Okay. So he gave you your car. How much was
14 the car worth?

15 A. I don't know. I didn't ask him.

16 Q. All right. So, the car being a Buick LeSabre?

17 A. Right.

18 Q. Did he sign the -- the title over to you?

19 A. Yes.

20 Q. All right. So that pays for all work done
21 previously to that time?

22 A. Yes.

23 Q. Okay. When did he give you the Buick LeSabre?

24 A. He signed it over to me maybe a month or two
25 ago.

1 Q. All right. Have you worked for him since
2 then?

3 A. Yes.

4 Q. Has he paid you?

5 A. [Witness shakes head from side to side.]

6 Q. Could you answer that question out loud?

7 A. No, I'm sorry. No.

8 Q. All right. So he hasn't paid you but you're
9 still doing work. Are you expecting to get paid?

10 A. No.

11 Q. So you're working for free?

12 A. Yes.

13 Q. Okay. All right. So just to clarify, you are
14 now working for free, going to the Elison twice a week,
15 five hours a time?

16 A. Not necessarily five hours at a time. I mean,
17 sometime two, sometime one, sometime four.

18 Q. Okay. Do you go inside and sit with him
19 and --

20 A. Yes. Go inside. Sit with him. Make --
21 usually take him to his doctors' appointments.

22 Q. Okay.

23 A. Take him to Wal-Mart and get his medicine,
24 take him to get his groceries.

25 Q. Do any other driving?

1 A. Drive him to Pope to the -- to get his hair
2 cut.

3 Q. Anywhere else y'all drive?

4 A. If he needs to go somewhere and asks me to
5 take him there, I'll take him.

6 Q. For example?

7 A. For example, if he wanted to go to Lowe's in
8 Batesville, I would take him there. If he wants to go
9 to Coleman's in Senatobia, I would take him there.

10 Q. All right. So -- but it was always drive some
11 -- some specific place to buy something, do some sort
12 of service for some specific reason that there was a
13 destination to go there?

14 A. Right.

15 Q. Okay. But y'all just didn't drive around
16 sometimes?

17 A. Most of the time we didn't.

18 Q. Okay. So you just stated -- did you just
19 state that you went to Wal-Mart and Lowe's, get the
20 hair cut but you didn't mention anything about the joy
21 riding or just driving around. Did you mention that?

22 A. When we came back from getting his hair cut
23 sometime we would ride down to Chickasaw to see how the
24 water was but that wasn't a joy ride, I don't think,
25 'cause that was right there where he was getting his

1 hair cut.

2 Q. All right.

3 A. We usually don't go joy riding.

4 Q. All right. During this -- on any of these
5 rides did you take him to Calvin Vick's house?

6 A. Yes.

7 Q. Oh, okay. So you -- how often did you take
8 him to Calvin Vick's house?

9 A. I've taken him about three or four times.

10 Q. Why did you not mention that before when I was
11 asking about where all you took -- took him to before?

12 A. I did answer --

13 BY MR. ALFORD: She's already
14 testified about that.

15 A. I already answered that.

16 Q. [Mr. Sullivant] All right. But you answered
17 to before. That was before when you were working for
18 me or about that time, not recently.

19 A. I didn't --

20 BY MR. ALFORD: is that a
21 question?

22 Q. [Mr. Sullivant] It was a -- it was a rebuttal
23 to Mr. Alford's objection.

24 A. I don't understand that.

25 Q. All right. Well, good enough. We will move

1 on.

2 So you did drive him over to Calvin Vick's
3 house--

4 A. Yes.

5 Q. -- from the Elison?

6 A. Ah, yes.

7 Q. Three or four times. Did -- what was the
8 nature of the visit or trip to Calvin Vick's house?

9 A. Sometime when he got his hair cut he would
10 just want to go over there and visit with Calvin.

11 Q. So the only time you went to Calvin Vick's
12 house or took him to Calvin Vick's house was after you
13 took him to get a hair cut?

14 BY MR. ALFORD: Object to the
15 form.

16 Q. [Mr. Sullivant] Did you --

17 BY MR. ALFORD: You can answer
18 it if you can.

19 A. What was the question again?

20 Q. [Mr. Sullivant] Did you ever take Senior to
21 Calvin Vick's house without going to get his hair cut?

22 A. Ah, yes.

23 Q. Okay. What was the nature of those visits in
24 that case of -- what was the nature of the visit when
25 you did not just stop by from getting a hair cut?

1 A. Well, one time Mr. Bob had, ah, sold Calvin a
2 side-by-side.

3 Q. Okay. So you took him over there to make that
4 transaction?

5 A. I took him over there for a visit and he asked
6 Calvin about the side-by-side. I didn't know we were
7 going to make a transaction. We just went for a visit
8 and him and Calvin started talking.

9 Q. So what did Senior -- did Senior offer the
10 side-by-side to Calvin Vick?

11 A. Yes.

12 Q. Did Calvin Vick then negotiate or accept the
13 offer?

14 A. Yes.

15 Q. Do you recall how much it was for?

16 A. No.

17 Q. Did they transact any cash at the time?

18 A. No.

19 Q. Okay.

20 A. He wrote him a check.

21 Q. Okay. So you're stating that Calvin Vick
22 wrote Senior a check for the side-by-side?

23 A. Yes.

24 Q. Okay. But you don't know how much that check
25 was for?

1 A. No.

2 Q. Did you ask?

3 A. No.

4 Q. You did not. Now, you said you went over
5 there three or four times and not every time was
6 because you were coming back to get his hair cut. What
7 were some of the other times besides the time he sold
8 the side-by-side?

9 A. Just to go over there and visit with him.

10 Q. So you're stating you drove him all the way
11 from the Elison all the way to Calvin Vick's home just
12 to visit with him?

13 A. Ah, I think I did that a couple of times.

14 Q. Okay. Previously, if we can go back in time a
15 little bit to before Senior moved to Elison and you had
16 taken him over to -- did you ever take him to Calvin
17 Vick's house?

18 A. When he was living at Pope?

19 Q. No, when he was living at Crawford.

20 A. Yes.

21 Q. Okay. Did Senior ever discuss with Calvin
22 Vick Senior staying at Calvin Vick's house? Meaning,
23 live there.

24 A. No, not when I was present.

25 Q. Okay. Were you aware that Senior did live at

1 Calvin Vick's house for four or five days?

2 A. Yes.

3 Q. Okay. Do you recall when that was?

4 A. No. No, I don't. I think it was before he
5 moved into the Elison.

6 Q. Okay. So it was before he moved into the
7 Elison. Did you ever call him during that time period
8 to check on him?

9 A. No.

10 Q. How did you find out that he stayed at Calvin
11 Vick's house?

12 A. I think he called me and told me he was at
13 Calvin's.

14 Q. Okay. So he called you and -- so he called
15 you just to say, I'm at Calvin Vick's house?

16 A. Right.

17 Q. Okay. Have you ever told Senior that Junior,
18 myself, hung out with the worst element of people in
19 Oxford?

20 A. No.

21 Q. Did you ever tell Senior that I was putting
22 him into a conservatorship so I could steal his money
23 and blow it on my friends?

24 A. No.

25 Q. Okay. Have you ever said anything derogatory

1 or inflammatory about Junior to Senior?

2 A. No.

3 Q. Okay. So during this whole time period did
4 Senior ever bring up Junior in conversation?

5 BY MR. ALFORD: Object to the
6 form. What time period are we
7 talking about?

8 BY MR. SULLIVANT: During the
9 time period that Senior left the
10 Crawford -- about the time that
11 Senior moved from the Crawford
12 home to Calvin's house and then
13 to the Elison -- Calvin Vick's
14 house and then to the Elison.

15 A. Repeat your question.

16 Q. [Mr. Sullivant] Did Senior ever bring up
17 Junior in any conversations that you had with him
18 during the time period from approximately June of 2021,
19 to present?

20 A. Yes.

21 Q. What -- could you give us an example of the
22 conversation that you would have had -- that you had
23 with Senior about Junior?

24 BY MR. ALFORD: Object to the
25 form. You can answer.

1 A. He, ah, -- he was mad because you took his
2 money.

3 Q. [Mr. Sullivant] Okay. So that was the end of
4 the conversation?

5 A. [Witness nods head up and down.]

6 BY MR. ALFORD: Answer 'yes'
7 or 'no'.

8 A. Yes.

9 Q. [Mr. Sullivant] Did you have that
10 conversation more than once?

11 A. Yes.

12 Q. What did you reply back when Senior acted or
13 stated he was mad because Junior took his money?

14 A. I just tried to calm him down and that's it.

15 Q. Did you tell Senior that that money was
16 jointly owned by Senior and Junior?

17 A. Yes.

18 Q. And what was his response?

19 A. Ah, well, at the time I think it was only
20 owned by Mr. Bob because he had taken the account --
21 the money out of the account.

22 Q. Okay. So did you not tell him that you took
23 both of Senior and Junior's money from Junior and put
24 it to where Junior couldn't get to it?

25 A. No.

1 Q. Did you make that clear to him?

2 A. No.

3 Q. Did you think that was an important part of
4 his anger?

5 A. Yes.

6 Q. But you didn't mention, you didn't try to
7 explain that to him?

8 A. No.

9 Q. Why did you -- if it was an important part of
10 why he was angry, why did you not mention that?

11 A. Because it was in his name, too, and I just --
12 I assumed that he knew what -- if he wanted to get
13 angry, he could.

14 Q. So you believe it's a healthy thing just to
15 get angry and not try to help him become not angry?

16 A. No.

17 Q. Okay. Then why did you not tell him that it
18 was both of y'all's money that you took and put into
19 your own account?

20 A. I'm sure he knew that.

21 Q. But you didn't state it?

22 A. No.

23 Q. Okay. Did you ever go on a trip -- did you
24 ever go up to the Elison to see Senior and take a trip
25 to First Security Bank in Batesville and then come

1 straight back and then you then leave the premises of
2 the Elison?

3 A. Probably. Yes.

4 Q. Could you be more -- more specific about your
5 answer, please?

6 A. Yes.

7 Q. So you did -- just to be clear, you did come
8 to the Elison for the express purpose of driving Senior
9 to First Security Bank in Batesville and driving him
10 back to the Elison and then you leaving, you know, at
11 that time and did not stay?

12 A. Yes.

13 Q. What was the purpose of that trip? You said
14 there were many times. What would be the purpose of
15 that trip?

16 A. Ah, I'd taken him over there sometime to, ah,
17 check, ah, check his bank account and then one time he
18 went over there and he put me on his account at First
19 Security Bank with him.

20 Q. Okay. When was that? When did he put you on
21 his account?

22 A. I can't remember.

23 Q. About what month? Was it cold outside? Warm
24 outside?

25 A. Maybe six months ago.

1 Q. Maybe six months ago. So you've stated that
2 sometimes you went over there, drove all the way to
3 Batesville just to check his balances and then drove
4 back and then you went home.

5 A. Unless he wanted to withdraw some money.

6 Q. Unless he wanted to withdraw some money. What
7 -- did he give you any of that money?

8 A. No.

9 Q. No? All right. So since he has put you on
10 his -- I'm sorry. Did he state why he wanted to put
11 you on his bank account?

12 A. In case something happened to him, his health,
13 he just wanted me to be able to get some money in case
14 I needed to get the -- get medicine or something for
15 him.

16 Q. Okay. And that's the only reason that he said
17 he put you on his account?

18 A. And he wanted me on there.

19 Q. I don't understand that. Did he say why he
20 wanted you on there?

21 A. No, and I didn't ask -- Yes. To take care --
22 in case something was to happen to him.

23 Q. And then if something happened to him, what
24 were you going to do?

25 A. I would go get his medicine or take him to the

1 hospital or whatever he needed.

2 Q. Okay. Have you withdrawn any money from that
3 account?

4 A. No.

5 Q. Have you put any money into that account?

6 A. No.

7 Q. All right. Are there any other assets or bank
8 accounts that he -- that Senior has put your name onto?

9 A. Yes.

10 Q. Okay. Could you state what those are?

11 A. Ah, there's, ah, account at First National
12 Bank, two accounts.

13 Q. Where is First National Bank?

14 A. Oxford.

15 Q. Okay. What are the two accounts?

16 A. I think he has a money market and a savings
17 account.

18 Q. At First National of Oxford and you're saying
19 that your name is on both of those accounts?

20 A. Yes.

21 Q. All right. How did Senior find, to the best
22 of your knowledge, how did Senior find Mr. Alford to
23 represent him?

24 A. I think Jay Westfaul recommended him.

25 Q. Okay. Do you remember when that was or did --

1 so at that meeting that you're at at Jay Westfaul's
2 house -- office, Jay Westfaul said Senior should hire
3 Mr. Alford?

4 A. No. That's wrong. I'm sorry. He referred us
5 to Josh Turner.

6 Q. Okay. Did Calvin Vick recommend an attorney?

7 A. Not that I know of.

8 Q. Okay. Did Senior say why he needed an
9 attorney?

10 A. Ah, no.

11 Q. Were you not curious?

12 A. Oh, yes, he needed an attorney because I think
13 the money had got taken out of the account.

14 Q. All right. Could you be a little bit more
15 specific, please?

16 A. The money that was in the Regions Bank in
17 Batesville had been taken out of the account and Mr.
18 Bob found out about it.

19 Q. Okay. Which account are you referring to?
20 Senior's individual account that he had moved the
21 \$230,000.00 into?

22 A. Yes.

23 Q. Okay. So Senior thought he needed an attorney
24 because of that?

25 A. Yes.

1 Q. All right. Did you not tell him that, you
2 know, that was both Junior and Senior's money and that
3 Junior took it back? Did you not explain to him like
4 you -- that that had happened?

5 A. Well, no. He knew it happened. It wasn't in
6 his account anymore.

7 Q. Okay. Did he say what happened to the money?

8 A. He said you checked it out.

9 Q. Okay. Was he -- what was his mood after that
10 happened?

11 A. He seemed to be kinda hurt.

12 Q. Okay. Did he say -- did he explain why that
13 hurt him?

14 A. Well, you know, no, he didn't explain.

15 Q. He didn't? But you did not tell him that that
16 money had been both Junior and Senior's money --

17 BY MR. ALFORD: How many times
18 are we going ask that question and
19 answer that question?

20 BY MR. SULLIVANT: A few more
21 times.

22 BY MR. ALFORD: She can answer
23 one more time but I think we've
24 all heard the answer on that.

25 BY MR. SULLIVANT: Okay. But

1 if you don't mind I would like for
2 her to answer one more time.

3 BY MR. ALFORD: All right.

4 A. No, because he knew it was in both y'all's
5 names.

6 Q. [Mr. Sullivant] Okay. But you didn't try to
7 clarify that to him?

8 A. I didn't see any point.

9 Q. Okay. All right.

10 A. You okay back there?

11 Q. Did you arrange -- did you call Mr. Alford's
12 office to make the first appointment with Mr. Alford?

13 A. I'm sure I did, yes.

14 Q. All right. I have here a handwritten note.
15 This has already been an exhibit that I furnished
16 during discovery. I have it here. Hang on one minute.

17

18 [Pause in proceedings.]

19

20 Here you go. This is a handwritten note that
21 I furnished during the discovery process and has been
22 admitted into the process.

23 BY MR. SULLIVANT: I would
24 like to put this as an exhibit
25 into this deposition so that

1 Mrs. Stevens can refer to it.

2

3

[The handwritten note was marked as
4 Exhibit 2 to the deposition of
5 Mary H. "Evelyn" Stevens.]

6

7

BY MR. SULLIVANT: I was just
8 going to propose maybe we take a
9 little break. We've probably been
10 at this an hour and a half. If
11 anybody -- would y'all like to
12 take a water break?

13

A. I would like to go to the restroom.

14

BY MR. SULLIVANT: All right.
15 We will take a break for 10 or 15
16 minutes if that's okay with
17 everybody.

18

BY MR. ALFORD: Yeah.

19

20

[Discussion off record

21

10:20 a.m. to 10:27 a.m.]

22

23 CONTINUING BY MR. SULLIVANT:

24

Q. The handwritten note that I have given you,

25

does that look familiar to you?

1 A. Yes. That's my handwriting.
2 Q. Okay. Could you tell us what is on that
3 handwriting piece of paper?
4 A. Swayze's address, his phone number.
5 Q. Okay. Any names mentioned on there?
6 A. Kayla.
7 Q. Any other names?
8 A. Hickman.
9 Q. Any other names?
10 A. Ah, Madison, but I think that's the street.
11 Q. Okay. Okay. Good enough. Could you -- since
12 -- could you tell us what -- why you took those notes?
13 A. Ah, I guess so I would know where his office
14 was at.
15 Q. Were you on the phone with him when you took
16 these notes?
17 A. Uh, I don't know if I was on the phone or if I
18 looked it up in the phonebook.
19 Q. But you did call the office and make an
20 appointment?
21 A. Yes.
22 Q. Okay. Is there an appointment time stated on
23 that piece of paper?
24 A. There's two. There's a 2:30 and a 1:30.
25 Q. Why are there two?

1 A. I have no idea.

2 Q. Okay. Did you make an appointment for Senior
3 at Mr. Alford's office?

4 A. Yes.

5 Q. Do you recall who you spoke to at the office?

6 A. i might've -- I think I spoke to Kayla. I
7 think was maybe his secretary.

8 Q. What did you tell Kayla?

9 A. I told her a friend of mine would like to make
10 an appointment to come in and see Mr. Alford.

11 Q. Okay. Did she not ask any questions about
12 why?

13 A. I just told her it was a legal matter.

14 Q. And she said, Okay. We will make an
15 appointment for you.

16 A. Right.

17 Q. Did you give her any specifics about the
18 matter whatsoever?

19 A. Ah, I don't think I did.

20 Q. Okay. So what day did you make that
21 appointment for?

22 A. Maybe last July.

23 Q. Could've been June 24th?

24 A. Could've been.

25 Q. Okay. Did you take Senior to that

1 appointment?

2 A. Yes.

3 Q. Okay. Did -- which attorney or who did you --
4 did you and Senior see during that visit?

5 A. Mr. Alford.

6 Q. Were you present --

7 A. Yes.

8 Q. -- during the whole meeting?

9 A. Yes.

10 Q. Okay. What happened in that meeting?

11 A. Ah, Mr. Bob, ah, told Mr. Alford that, ah, he
12 wanted him to represent him.

13 Q. For what matter?

14 A. For a case that some money had been taken out
15 of a Regions bank account.

16 Q. Did Mr. Alford ask for any specifics?

17 A. Ah, yes.

18 Q. What specifics did he ask for?

19 A. He just wanted to know, ah, what kind of bank
20 account and the names on it.

21 Q. Were you -- were you participating in this
22 conversation?

23 A. I was sitting there listening. Mr. Bob was
24 doing most of the talking.

25 Q. You didn't offer any information?

1 A. Well, if he asked me something I'm sure I did.

2 Q. Did you provide any information to Mr. Alford
3 during that meeting?

4 A. Ah, yes.

5 Q. Do you remember what information you provided
6 to Mr. Alford?

7 A. No.

8 Q. You are stating that you did provide
9 information to Mr. Alford during that meeting?

10 A. If he asked me a question, I provided him
11 information.

12 Q. You don't recall --

13 A. I don't remember what questions he asked me.

14 Q. All right. What was the conclusion at the end
15 of that meeting?

16 BY MR. ALFORD: Don't answer
17 the question. I don't know what
18 you're getting into, Robert, but
19 we are not going down this road.

20 BY MR. SULLIVANT: I would
21 like to know -- I would like to
22 have an answer to that question.

23 BY MR. ALFORD: Well,
24 you're not getting an answer to
25 it. Why do you want to know?

1 BY MR. SULLIVANT: That is
2 for me -- this is -- this is
3 the process of discovery.

4 BY MR. ALFORD: Okay.

5 BY MR. SULLIVANT: We are
6 trying to decide --

7 BY MR. ALFORD: Don't
8 answer his question. It was
9 an attorney/client meeting.
10 It's privileged and you don't
11 get to find that --

12 BY MR. SULLIVANT: And
13 she is not --

14 BY MR. ALFORD: --
15 information out.

16 BY MR. SULLIVANT: --
17 protected by --

18 BY MR. ALFORD: If you
19 want to have that argument
20 with the Judge, you can have
21 that argument with the Judge.

22 BY MR. SULLIVANT: I will.
23 Okay.

24 BY MR. ALFORD: Okay.
25 That's fine.

1 BY MR. SULLIVANT: Good
2 enough. I will state that Mrs.
3 Stevens is not protected by
4 client/attorney privilege --

5 BY MR. ALFORD: Okay.

6 BY MR. SULLIVANT: -- and I
7 further assert that -- anyway, we
8 will go into that later.

9 Q. [Mr. Sullivant] In any conversations after
10 that first meeting with Mr. Alford that you had with
11 Senior, did Senior ever state what the goal of the
12 lawsuit would be that he was trying to get?

13 A. Yes.

14 Q. What did he say?

15 A. To get his money back.

16 Q. To get his money back. To the best of your
17 knowledge, has Senior gotten his money back?

18 A. To the best of my knowledge, yes.

19 Q. Okay. Did Senior ever say to you that he
20 wished to move back to the Crawford house after the
21 lawsuit was settled and I moved -- or Mr. -- let me
22 leave it right there. After the lawsuit was settled?

23 A. Ah, yes.

24 Q. When did he state that?

25 A. He stated it several times.

1 Q. Okay. Not really meaning how many times but
2 when did he first -- when do you recall him first
3 stating that he wanted to move back to the Crawford
4 house?

5 A. Maybe six months ago.

6 Q. Did he state why he had a change of heart and
7 he wanted to move to the Crawford house?

8 A. Ah, well, the only reason he wanted to move to
9 the Crawford house is he does not really care for the
10 Elison.

11 Q. Okay. But you stated earlier that he stated
12 that he could not take care of himself by himself.
13 What was -- did he state what his plans were at the
14 Crawford house to take care of himself?

15 A. He did not state.

16 Q. Did you inquire because -- did you inquire why
17 he had a change of heart?

18 A. He just didn't like it there.

19 Q. Okay. Did you inquire of him how he was going
20 to take care of himself?

21 A. Ah, yes.

22 Q. Okay. What did he say?

23 A. He said his niece might be moving back in with
24 him.

25 Q. His niece might be moving back?

1 A. His niece may be moving back. His niece --
2 his niece may be moving here.

3 Q. Did he specify a niece?

4 A. Carolyn.

5 Q. To the best of your knowledge was Senior
6 thinking that Carolyn -- Caroline was going to move --
7 Caroline and her last name is Carolyn Nicholas, when
8 she was going to move back?

9 A. He said when he thinks that her mother, Jane,
10 may pass away.

11 Q. Good enough. How many times have you taken
12 Senior to Mr. Alford's office?

13 A. Probably about eight.

14 Q. Do you have any knowledge of Senior going to
15 Mr. Alford's office without you?

16 A. Ah, I think he might have one time.

17 Q. Okay. Did Senior ever tell you during these
18 trips back and forth to Mr. Alford's office why he met
19 with Mr. Alford on June 24th but didn't file a lawsuit
20 until October 25th?

21 A. He didn't tell me.

22 Q. Okay. During all of these trips back and
23 forth to Mr. Alford's office, do you have any knowledge
24 that Senior has written a new Will?

25 A. Not to my knowledge, no.

1 Q. Okay. Were you aware, did Senior ever state
2 to you that he had written a Will some years back and I
3 was the single heir?

4 A. No.

5 Q. Okay.

6 BY MR. SULLIVANT: I would
7 like to introduce as an exhibit a
8 sales vehicle invoice for a 2020
9 Ford Ranger pick up truck. Any
10 objections?

11 BY MR. ALFORD: You can
12 attach whatever exhibit you want
13 to to the deposition, Robert.

14
15 [The Vehicle Invoice was marked as
16 Exhibit 3 to the deposition of Mary
17 H. "Evelyn" Stevens.]

18
19 Q. [Mr. Sullivant] I think we are getting close
20 to the end of my questions anyway.

21 Before you appears a Vehicle Invoice for a
22 Ford truck. It is both -- it is showing ownership in
23 both Senior's name and in your name. Why did you
24 decide to buy a pick up truck?

25 A. I didn't decide to buy a pick up truck.

1 Q. Okay. Whose decision was it?
2 A. Mr. Bob's.
3 Q. But you did sign the sales invoice as buying
4 it.
5 A. Yes.
6 Q. Okay. So at some point you did agree to buy a
7 pick up truck.
8 A. He agreed to buy a pick up truck. He wanted
9 my name on the title.
10 Q. So if you did not agree to it, why did you put
11 your name on the title?
12 A. Well, I did agree to it after we were in
13 there.
14 Q. Okay. So then you agreed to it later is what
15 you are saying. Did Senior say why he wanted your name
16 on the pick up -- on the pick up truck title?
17 A. He said he just wanted my name on the title in
18 case something happened to him.
19 Q. Okay. It's a little hard to read but was
20 there a loan for this truck?
21 A. No.
22 Q. Okay. Was there a trade-in?
23 A. No.
24 Q. All right. How much cash did you put in on
25 this purchase?

1 A. None.

2 Q. All right. Senior did have a Buick LeSabre
3 and is this the time that he gave it to you?

4 A. No, he still had it.

5 Q. Okay. What happened to the Buick LeSabre, to
6 the best of your knowledge, after the purchase of this
7 truck?

8 A. He was still -- he had both of them.

9 Q. All right. Did he say why he didn't trade in
10 the Buick LeSabre?

11 A. No, he didn't. He didn't.

12 Q. He didn't say, Well, why not trade in the
13 Buick LeSabre?

14 A. He said he wanted to keep it.

15 Q. He didn't tell you any plans he had for it?

16 A. Yes. He told me he wanted to give me the car
17 because I hadn't been paid anything since I'd been
18 working for him.

19 Q. Okay. Any idea how many miles are on the
20 truck now?

21 A. I think about 30,000.

22 Q. How many of those miles did you put on the
23 truck?

24 A. I've probably put about 2,000.

25 Q. Where does -- to the best of your knowledge,

1 where does the truck -- where is it parked at night?

2 A. At the Elison.

3 Q. Do you ever keep the truck?

4 A. Yes.

5 Q. What do you use the truck for?

6 A. I use it to, ah, haul my stuff -- haul some
7 stuff.

8 Q. All right. Oddball question here but when you
9 were helping -- when you were helping clean out the
10 farmhouse before we sold it, you were helping us clean
11 out the house, correct?

12 A. Right.

13 Q. Okay. Did you happen to see a Lionel train
14 set box in the upstairs?

15 A. No.

16 Q. You never did? Okay. Good enough. Since
17 this lawsuit has been filed and since Senior has moved
18 out of the house on Crawford, have you ever told Senior
19 that he should try to talk to his son and work things
20 out before it's too late?

21 A. Yes.

22 Q. Could you be more specific? What did you say?

23 A. I just said may -- I wish y'all could work
24 stuff out.

25 Q. Okay. What did he say in reply?

1 A. No.

2 Q. Did he give a reason?

3 A. That's not happening.

4 Q. Did he give anymore reason? Was that the end
5 of the conversation?

6 A. Yes.

7 Q. Did you have it more than once?

8 A. Yes.

9 Q. Did you state that he should, though?

10 A. If there was any way possible, yes. I think
11 all parents and children need to have a relationship.

12 Q. Okay. Very good. I noted when I attempted to
13 text you about this deposition that it appeared that my
14 texts were blocked. Did you block me from your phone?

15 A. Yes.

16 Q. Why did you block me from your phone?

17 A. I just blocked it because I didn't want you
18 calling me.

19 Q. Why would you not want me to call you?

20 A. I hadn't heard from you in a year and a half,
21 why would you call me now?

22 Q. Is that a reason to block somebody?

23 A. It is for me.

24 Q. Do you block a lot of people?

25 A. No.

1 Q. No? During this time frame since the last
2 time you worked for me, did you ever try to call me to
3 say how things were going or have a question about --
4 about -- since you were -- since you were taking care
5 of Senior, surely you would have a question.

6 A. What kind of question?

7 Q. About some physician he was seeing before?
8 Where is a good place to take him for this? You asking
9 questions. Did you ever ask me any questions before
10 June 16th about how to take care of Senior?

11 A. Not that I know of.

12 Q. Okay. So you never asked me anything about
13 where to take him to see a doctor or --

14 A. I might've asked you who his dermatologist was
15 or what doctors he used but I know pretty much about
16 all the doctors he goes to.

17 Q. So you never attempted to call me or send me a
18 text about anything?

19 A. After when?

20 Q. June 16th.

21 A. Not that --

22 Q. The last -- the last day that you worked for
23 me directly.

24 A. I don't think so, no.

25 Q. Okay. So I also noticed that after -- when I

1 did call you on you landline to ask you if you had
2 gotten the deposition notice, why -- and you had stated
3 you didn't -- did you state you had gotten it or not?

4 A. I stated that I hadn't got it but I hadn't
5 checked the mail from yesterday.

6 Q. Okay.

7 A. But I had not gotten it.

8 Q. What did you do after that? Did you -- did
9 you go check?

10 A. Yes. I went to the mailbox.

11 Q. Okay. Did you mean to hang on to the phone to
12 tell me if you had gotten it or not?

13 A. I did hang on to the phone.

14 Q. Okay. Did you hang up after that?

15 A. I had -- I don't have good cell service at my
16 house and that was my cell phone and the phone call
17 dropped.

18 Q. It wasn't your landline?

19 A. No.

20 Q. Okay. Did -- so you didn't call me back to
21 tell me, Yes, I got it?

22 A. Ah, no.

23 Q. All right.

24 A. I didn't get it.

25 Q. You did not receive it by U. S. post service?

1 A. No. I didn't get it.

2 Q. All right. Good to know.

3 BY MR. SULLIVANT: That's all
4 the questions I have.

5 BY MR. ALFORD: Well, I'm
6 going to withdraw my earlier
7 objection about the questions you
8 asked about during the meeting with
9 me and Evelyn and Mr. Robert, so
10 whatever you want to ask her about
11 it so we can get this over with.

12 BY MR. SULLIVANT: Okay.

13 Q. [Mr. Sullivant] At the meeting -- the first
14 meeting with Mr. Alford that you were a party to, did
15 Mr. -- did you provide Mr. Alford any information?

16 BY MR. ALFORD: I think you
17 asked those questions.

18 BY MR. SULLIVANT: I did. I'm
19 trying to get back to where I --
20 I don't remember exactly where I
21 was.

22 BY MR. ALFORD: All right.

23 A. Yes.

24 Q. [Mr. Sullivant] Okay. What was the
25 conclusion -- what was decided at the conclusion of

1 that meeting?

2 A. That he would handle Mr. Bob's case.

3 Q. Did he give any instructions or directions or
4 what to do next?

5 A. No. That he would be in touch.

6 Q. Okay. Did he state that you needed to get
7 some bank information, --

8 A. No.

9 Q. -- that Senior should go get some bank
10 information?

11 A. I think we had the information when we went
12 in.

13 Q. Okay.

14 BY MR. SULLIVANT: I would
15 like to make another exhibit to the
16 deposition. This item has been
17 provided to me through discovery
18 from Senior and I have provided it
19 back to Senior through discovery.

20
21 [The bank information was marked as
22 Exhibit 4 to the deposition of
23 Mary H. "Evelyn" Stevens.]

24

25 Q. [Mr. Sullivant] Is what I provided you the

1 bank information you stated you got before you went to
2 the meeting with Mr. Alford?

3

4 [Pause in proceedings.]

5

6 A. Okay. What about it?

7 Q. Was that the bank information that you stated
8 you had brought to the meeting?

9 A. No, I don't think that was it.

10 Q. Okay. Have you seen that before?

11 A. I don't think I have seen this before.

12 Q. Okay. Did you accompany Senior to the Regions
13 branch on the Square after meeting with Mr. Alford? Do
14 you recall that?

15 A. Yes, I do.

16 Q. Okay. Did you not get this information at
17 that time? It's dated June 24th.

18 A. I mean, I possibly could. I can't see real
19 well anyway but -- I could have. I mean, I just don't
20 recall right now. Maybe I did.

21 Q. Okay. Do you know what this is? Does
22 this --

23 A. It looks like a closing to the land, I mean,
24 the house.

25 Q. Okay.

1 BY MR. SULLIVANT: I will end
2 my questions there.

3

4

5 [Whereupon the deposition was

6 concluded at 10:52 a.m.]

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1 CERTIFICATE OF COURT REPORTER

2 I, Teresa B. Henry, Certified Court Reporter
3 for the State of Mississippi, hereby certify to the
4 following:


5 That the foregoing 88 pages, and including
6 this page, contain a full, true and correct transcript
7 of the testimony of Mary H. "Evelyn" Stevens as taken
8 by me at the time and place heretofore stated in the
9 aforementioned matter and later reduced by me to
10 typewritten form to the best of my skill and ability;

11 That the deponent was placed under oath to
12 truthfully answer all questions in this matter under
13 the authority vested in me by the State of Mississippi;
14 and

15 That I am not in the employ of or related to
16 any counsel or party in this matter and have no
17 interest, monetary or otherwise, in the final outcome
18 of this proceeding;

19 WITNESS MY SIGNATURE AND SEAL, this, the 17th
20 day of November, 2022.

21



22

TERESA B. HENRY, CSR 1205

23 (S E A L)

24 My Commission Expires:

25 December 16, 2022

1 CERTIFICATE OF DEPONENT

2 I, Mary H. "Evelyn" Stevens, deponent in the
3 deposition taken in the herein styled and numbered
4 cause, certify that I have examined the foregoing 89
5 pages, being the total number of pages relating to my
6 testimony, as to the correctness thereof, and that
7 after reading said pages, I find them to contain a
8 full, true and correct transcript of the testimony as
9 given by me in Oxford, Mississippi, on November 15,
10 2022.

11 This, the day of ,
12 2022.

13

14

MARY H. "EVELYN" STEVENS

15

STATE OF MISSISSIPPI

16

COUNTY OF

17

18 SWORN TO AND SUBSCRIBED before me, this, the
19 day of , 2022.

20

21

NOTARY PUBLIC

22

(S E A L)

23

My Commission Expires:

24

25

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Brian Thomas, Psy. D. ABPP/ Board Certified in Clinical Neuropsychology
144 South Thomas Street Suite 104A /Tupelo, MS 38801
www.thomasneuropsychology.com

Bill for Services Rendered

28 March 2022

To: Swayze Alford, JD

RE: Robert Sullivant, Sr

Date of Service: March 23, 2022

Total Amount Due: 0 - prepayment of 4500 already received.

Total time spent towards case = 8 hr @ 375 = 3000.

Please advise if this will conclude my services in this case. If so, I will issue a refund of the unused retainer. Please advise to whom the check should be written and mailed.

Brian Thomas, PsyD PLLC
144 South Thomas St. Suite 104A
Tupelo, MS 38801

If you have questions regarding this bill, please call: 662.231.8916.



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144 South Thomas Street Suite 104A /Tupelo, MS 38801
www.thomasneuropsychology.com

Examinee: Robert Sullivant Sr.
Referral Source: Swayze Alford, JD
Date of Examination: 3/23/22
Date of Birth: 11/19/1933
Age of Examinee: 88
Examiner: Brian Thomas, Psy.D., ABPP

INTRODUCTION/REASON FOR REFERRAL

The examinee is referred for neuropsychological examination to determine his cognitive and emotional strengths and weaknesses as it is related to the examinee's ability to make decisions regarding his finances. The examination is conducted in relation to an agreed order for independent medical exams. It is my understanding that the exam is requested to address if the examinee is unable to manage property or financial affairs because of a limitation in his ability to receive and evaluate information or make or communicate decisions, even with the use of appropriate supportive services or technological assistance and whether appointment is necessary to avoid harm to the adult or significant dissipation of the property of the adult.

The examinee agreed to proceed with the evaluation with the understanding of the limits of confidentiality inherent in this type of exam. The examinee was informed that no doctor-patient relationship exists, and no treatment would occur. The examinee was informed that I did not require him to participate in this assessment. The examinee correctly paraphrased the informed consent issues noted above and on the informed consent form. The examinee's identity was confirmed with a picture ID.

Interview With The Examinee: The examinee reported the exam is being conducted due to "My son wants me declared non-compenttent so he can be declared my conservator and spend my money." He thinks his son want's control of the examinee's money because "He's greedy." The examinee reported having his finances housed at FNB, Batesville Bank, First Security and also in a safety deposit box. He notes his sources of income currently to include social security benefits and retirement pension from TVA. He reports his current bills are his phone, assisted living rent, internet and cable. He reports spending money on the recent purchase of a truck, clothing, paying his driver, political contributions and the purchase of a house in Oxford.

All history noted below is provided solely by the examinee:

Neurological History: denied

Neurodiagnostic Studies: denied

Psychiatric History: denied

Prior Psychological/Neuropsychological Testing: denied

Substance Use History: denied

Educational History: The examinee completed his bachelor's degree in engineering. Special education classes were not taken. Academic difficulty was not reported. Prior diagnosis of ADHD/LD was not reported. HS grades were As. College grades were A/Bs.

Vocational History: The examinee's work history includes working at TVA as manager retiring after 42 yr of work in 1960 by his choice.

Social History: The examinee is widowed from his only marriage of about 56 yrs. His wife died about 2 yr ago. He has 1 child.



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144 South Thomas Street Suite 104A /Tupelo, MS 38801
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Medical History: The examinee's medical history is significant for allergies, HTN
History of Hospitalizations/Surgeries: He reports being hospitalized for appendectomy, hernia surgery, cardiac problems
Current Medications: He doesn't know names of medication but reports taking medication for cardiac problems and blood pressure.

Current daily routine: He lives in an assisted living facility. Primary activity is to watch TV. **IS ABLE TO IDENTIFY UKRAINE INVASION.**

Mental Status Examination: Level of consciousness: alert. **Behavior/Mannerisms:** walks with cane due to knee problems to assist with balance. **Speech:** unremarkable. **Orientation:** person, place, date and situation. **Remote Memory:** adequate. **Recent Memory:** the examinee was able to name the US President. He was able to identify the war in Ukraine as a recent news event. **Attention during interview:** adequate. **Psychotic Signs/symptoms:** denied. **Affect:** appropriate. **Mood:** euthymic. **Vision:** adequate. **Hearing:** adequate. **Sleep:** PROBLEMS WITH MAINTENANCE. **Appetite:** GOOD.

Record Review: Records of the examinee's bank checks were reviewed. I reviewed several of these with the examinee. He noted that some were related to sweepstakes or political contributions noting "They wanted \$5 every time you turn around" but "I don't do that anymore." Other checks related to animals/wildlife with one being written by the examinee to prevent cruelty to animals and the examinee noting "I'm a sucker for stuff like that all right." Several checks were for magazine subscriptions. He had some difficulty recalling what some were written for though these were written in 2020. An affidavit from Robert Sullivant, Jr was reviewed. The affiant noted the examinee had made him power of attorney in 2017 but revoked this in 2021 without notice being given. The affiant noted his father had a habit of responding to mail solicitations by writing checks to entities that provide no value to the examinee. The affiant noted a total of over seven thousand dollars being written in checks. He also noted that the examinee was on the phone with a scammer in Feb 2018 under the ruse of being an agent a sweepstakes.

ASSESSMENT TOOLS

Neuropsychological Assessment Battery (NAB) – Selected Subtests from a battery of neuropsychological functioning

Reliable Digit Span (RDS) – A performance validity indicator

Reynolds Intellectual Screening Test (RIST) - A measure of intellectual functioning

Lawton ADL/IADL Questionnaire - A measure of ADL/IADLs

Geriatric Depression Scale (GDS 15) - A measure of mood symptoms

Hopkins Adult Reading Test - Form B - A measure of single word reading/premorbid functioning

Veracity: His performance on an embedded validity indicator suggests adequate performance. Given the reason for the examination, there is limited reason to suspect suboptimal effort on the examinee's part.

Intellect: On the RIST, the examinee's performance fell within the Above Average range. His performance on a measure of word reading to estimate premorbid functioning fell within the High Average range. Given all of the above, there is evidence to suggest that the examinee's intellectual functioning falls within the Above Average range.



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Attention/Processing Speed: The examinee's performance on an omnibus measure of attention fell within the Exceptionally Low range. . The examinee's performance on a task of auditory attentional capacity fell within the Average range. The examinee's performance on a task of working memory for orally presented information fell within the Average range. The examinee's performance on a task of visual working memory and visual scanning fell within the Low Average range. The examinee's performance on a task of attention requiring psychomotor speed fell within the Exceptionally Low range. The examinee's efficiency in completing a task of selective attention, distractibility, concentration and sustained attention fell within the Exceptionally Low range. The examinee's performance on a task of selective attention requiring counting fell within the Low Average range. The examinee's performance on a task of selective attention requiring serial addition fell within the Below Average range. The examinee's performance on a task of selective attention requiring complex divided attention requiring serial addition fell within the Below Average range. The examinee's efficiency in completing a serial addition task during a cancellation task was within the High Average range. The examinee's performance on a task of visual working memory, visual scanning, attention to detail, and selective attention fell within the Exceptionally Low range.

Language: . The examinee's performance on a task of speech output and fluency fell within the Low Average range. The examinee's ability to demonstrate auditory language comprehension fell within the Exceptionally Low range. The examinee's performance on a task of visual confrontation naming fell within the Exceptionally Low range. The examinee's performance on a task of reading comprehension of single words and sentences fell within the Average range. The examinee's performance on a task of) auditory language comprehension, reading comprehension, writing, simple calculations and speech output fell within the Low Average range.

Memory/Learning: The examinee's performance on an omnibus measure of memory and learning fell within the Below Average range. The examinee's performance on a task of explicit learning of verbal information across trials, delayed free recall, and delayed recognition fell within the Low Average range, Below Average range and Low Average range, respectively. The examinee's performance on a task of explicit learning of visual information across trials and delayed recognition fell within the Average range. The examinee's performance on a task of explicit learning and delayed free recall of logically organized verbal information fell within the Low Average range and Average range respectively. The examinee's performance on a task of explicit learning, delayed free recall and recognition of verbal information likely to be encountered in daily living fell within the Below Average range, Low Average range and Below Average range, respectively.

Spatial: The examinee's performance on a task of visuoperceptual and visuospatial skills fell within the Average range. The examinee's performance on a task of visuoperceptual and visuospatial skills fell within the Average range. . .

Executive: The examinee's performance on a task of planning, impulse control, and psychomotor speed fell within the Average range. The examinee's performance on a task of judgment and decisional capacity about issues and situations likely to be encountered in daily living fell within the Average range. The examinee's performance on a task of concept formation and mental flexibility fell within the Below Average range. The examinee's performance on a task of rapid oral word generation when provided cues fell within the Average range.



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Mood/Functional Status: There is no evidence of depression on formal evaluation. His self-report suggests some problems in (I)ADLs when compared with others of similar demographic variables.

Opinion: The examinee demonstrates marked cognitive decline from estimated premorbid functioning. While his intellectual functioning appears preserved, he demonstrates impairment in all other areas of cognition assessed with the exception of preserved spatial/constructional skills. He demonstrates variable performance on tasks of sustained attention/processing speed, impaired complex language comprehension and higher level deficits in learning/memory. There is evidence of possible mild decline in aspects of executive functioning as well. Given all of the above, he does appear to be unable to manage complex financial affairs due to a decline in his ability to receive and evaluate information and communicate decisions. He has a history of writing multiple checks to various organizations that he, upon review with me, had difficulty fully explaining why he wrote checks to some organizations noting "They wanted \$5 every time you turn around" but "I don't do that anymore." Related to other purchases he noted, "I'm a sucker for stuff like that all right." The affidavit of his son provides his opinion that the examinee is making poor decisions and susceptible to being swindled. It is my opinion that the examinee is more susceptible to being swindled or taken advantage of because of his cognitive decline.

Brian Thomas, Psy. D. ABPP
Board Certified in Clinical Neuropsychology

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

**PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES,
REQUESTS FOR PRODUCTION OF DOCUMENTS AND REQUESTS FOR
ADMISSIONS PROPOUNDED TO PLAINTIFF, ROBERT SULLIVANT, SR.**

COMES NOW Plaintiff, Robert Sullivant, Sr., by and through undersigned counsel of Swayze Alford Attorney At Law, and files his *Plaintiff's Responses to Defendant's First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions Propounded to Plaintiff, Robert Sullivant, Sr.* and would respectfully show unto the Court as follows:

GENERAL OBJECTIONS

Plaintiff objects to Defendant's Interrogatories and Requests to the extent Defendant intends to require Plaintiff to do more than is required by the *Mississippi Rules of Civil Procedure*. Plaintiff further objects to all requests which seek information, documents or things protected by the attorney/client privilege, the work-product doctrine or other privilege or which are otherwise beyond the scope of permissible discovery. In addition, as discovery in this case is still ongoing, Plaintiff specifically reserves the right to supplement and/or modify her responses to these Interrogatories as additional documents become available and as additional information becomes known. Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

INTERROGATORIES

INTERROGATORY NO. 1: Please state why you granted a Power of Attorney to Sullivant, Jr. in 2017.

RESPONSE: Many different people told me that I needed to get a Power of Attorney so I

had one drawn up.

INTERROGATORY NO. 2: Please identify, by amount and date, each and every "very large sum of money" that you alleged Sullivant, Jr. has transferred from Sullivant, Sr. 's checking account, as described in Paragraph 6 of your Complaint.

RESPONSE: To Plaintiff's knowledge, there was a \$230,000.00 transfer on May 19, 2021. As discovery is ongoing in this matter, Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 3: Please identify the date in which you notified Sullivant, Jr. of the revocation of your 2017 Power of Attorney, including the manner in which such notification was delivered.

RESPONSE: I did not personally notify Sullivant, Jr. of the revocation. Upon information and belief, someone at Regions Bank informed Sullivant, Jr. when he tried to access my account.

INTERROGATORY NO. 4: Please identify, by amount and date, each and every time you allege that Sullivant, Jr. has taken Sullivant, Sr.'s money for his own personal use and benefit, as alleged in Paragraph 9 of your Complaint.

RESPONSE: One reason I filed this lawsuit was to stop Sullivant, Jr. from taking and further monies and also to obtain any necessary records and accounting so I could figure out if he had taken any additional funds that belonged to me.

INTERROGATORY NO. 5: With respect to all witnesses whom you will or may call as experts to give fact or opinion testimony in the trial of this matter, or lay witnesses to give opinion testimony in the trial of this matter, please state the name, address and telephone number of each; the name, address and telephone number of his/her employer or the organization -with which he/she is associated in any professional capacity; the field in which he/she is to be offered as an expert; a summary of his/her qualifications within the field in which he/she is expected to testify; the substance of the facts to which he/she is expected to testify; the substance of the opinions to

which he/she is expected to testify and a summary of the grounds of each opinion; the dates of all reports rendered by such experts, for whom prepared and in whose custody at present; and each and every lawsuit to your or your attorney's knowledge wherein said experts have previously testified or given a deposition.

RESPONSE: Plaintiff has not yet made a determination as to what, if any, expert will be called to testify at trial. Therefore, Plaintiff reserves the right to supplement his response to this Interrogatory in a timely manner prior to trial.

INTERROGATORY NO. 6: Identify all Persons who may have knowledge of any discoverable matter related to any of the claims or defenses in this action, briefly describing their knowledge of such claim or defense, dates of that knowledge, their actions regarding the claims or defenses and their duties related to the claims or defenses.

RESPONSE: Please see Response to Interrogatory No. 5.

INTERROGATORY NO. 7: Identify all facts upon which you rely in support of your claims in the Complaint or upon which you rely in defending against any portion of the Counterclaim.

RESPONSE: The Complaint speaks for itself. Also, please see attached Exhibits A -

INTERROGATORY NO. 8: Identify all witnesses, by name, address and phone number that you intend to call or may call at any hearing or trial of this matter.

RESPONSE: Plaintiff further reserves the right to call any witness identified in any pleading, answer, deposition or discovery responses of any party to this matter and reserves the right to supplement the following list:

1. Robert Sullivant, Sr.
2. Robert Sullivant, Jr.
3. Calvin Vick – 662-934-2717

4. Sam Vick
5. Evelyn Stevens – 662-607-0408

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce all exhibits which you intend to introduce at any hearing in the cause or the trial of this cause, including but not limited to, the hearing set for January 31, 2022.

RESPONSE: Please see attached General Durable Power of Attorney labeled as Exhibit A; attached Cancellation of Durable Power of Attorney attached as Exhibit B; attached Warranty Deed dated May 5, 2021 labeled as Exhibit C. Plaintiff also reserves the right to use any document produced by the Defendant.

REQUEST FOR PRODUCTION NO. 2: Please produce all documents or other tangible things you or your attorney has obtained through the use of a subpoena duces tecum or have otherwise obtained by request of a third party.

RESPONSE: None.

REQUEST FOR PRODUCTION NO. 3: Please produce a copy of each document referred to in your Interrogatory answers.

RESPONSE: Please see Exhibits A - C. Plaintiff also reserves the right to use any document produced by the Defendant.

REQUEST FOR PRODUCTION NO. 4: Produce all documents in any way connected with the allegations in your complaint or any defense to the counterclaim or any of the other pleadings filed herein.

RESPONSE: Please see Exhibits A - C. Plaintiff also reserves the right to use any document produced by the Defendant.

REQUEST FOR PRODUCTION NO. 5: For any request for admission which you deny,

please provide all documents which support your reasons for such denial.

RESPONSE Please see Exhibits A – C.

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSIONS NO. 1: Please admit or deny that Sullivant, Sr. asked Sullivant Jr. to come from Texas to Mississippi to care for Willola Vick Sullivant.

RESPONSE: Denied.

REQUEST FOR ADMISSIONS NO. 2: Please admit or deny that Sullivant, Jr. came from Texas to Mississippi at the request of Sullivant, Sr.

RESPONSE: Denied.

REQUEST FOR ADMISSIONS NO. 3: Please admit or deny that Sullivant, Jr. came from Texas to Mississippi, to take care of his mother.

RESPONSE: Plaintiff objects to this Request as he has no way of knowing Sullivant, Jr.'s intentions and therefore denies the same.

REQUEST FOR ADMISSIONS NO. 4: Please admit or deny that Sullivant, Jr., after he came from Texas to Mississippi, took care of his mother.

RESPONSE: Plaintiff objects to this Request as being ambiguous as to the words "took care of." Without waiving said objection, Plaintiff answers as follows: Denied.

REQUEST FOR ADMISSIONS NO. 5: Please admit or deny that Sullivant Jr, after he came from Texas to Mississippi, served as conservator for his mother.

RESPONSE: Denied as worded. It is admitted that Sullivant, Jr. was appointed as conservator for his mother.

REQUEST FOR ADMISSIONS NO. 6: Please admit or deny that Sullivant, Sr, did not serve as her conservator.

RESPONSE: Admitted.

REQUEST FOR ADMISSIONS NO. 7: Please admit or deny that Sullivant, Sr. claimed to Sullivant Jr. that none of the proceeds of the sale of the "farm house" in Panola County were property of Sullivant, Jr.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 8: Please admit or deny that Sullivan~ Sr. failed to file his 2020 Income Taxes.

RESPONSE: Upon information and belief, it is admitted that Sullivant Jr. filed taxes for Sullivant, Sr. in 2020.

REQUEST FOR ADMISSIONS NO. 9: Please admit or deny that Sullivant, Jr. filed Income Taxes for Sullivant, Sr. in 2020.

RESPONSE: Upon information and belief, it is admitted that Sullivant Jr. filed taxes for Sullivant, Sr. in 2020.

REQUEST FOR ADMISSIONS NO. 10: Please admit or deny that Sullivant, Sr. failed to make his mortgage payments for at least some of the months in 2021.

RESPONSE: Denied as worded. Sullivant, Sr. paid mortgage payments for the months he lived in the home at Crawford Circle prior to moving to Elmcroft Senior Living.

REQUEST FOR ADMISSIONS NO. 11: Please admit or deny that Sullivant, Sr. allowed his auto insurance to lapse.

RESPONSE: Denied as worded. Sullivant, Jr. informed Sullivant, Sr. that he was insured with State Farm agent Will Poole, so Sullivant, Sr. did not renew the old policy.

REQUEST FOR ADMISSIONS NO. 12: Please admit or deny that Sullivant, Sr. gave away two tractors and other related items for no consideration.

RESPONSE: Denied.

REQUEST FOR ADMISSIONS NO. 13: Please admit or deny that Sullivant Sr. closed

his checking account at Regions Bank without making provision for ACH autopays.

RESPONSE:

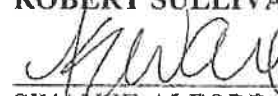
REQUEST FOR ADMISSIONS NO. 14: Please admit or deny that Sullivant Sr. closed his checking account at Regions Bank without making provision for the checks he had written on that account resulting in overdraft charges.

RESPONSE: Denied as worded. Sullivant, Sr. closed his account after discovering Sullivant, Jr. had transferred \$230,000.00 from his account.

RESPECTFULLY SUBMITTED this 13th day of January, 2022.

ROBERT SULLIVANT, SR., Plaintiff

BY:



SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD
Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax
Counsel for Robert Sullivant, Sr.

CERTIFICATE OF OBJECTION

I, Kayla Ware, do hereby certify that the objections to *Plaintiff's Responses to Defendant's First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions Propounded to Plaintiff, Robert Sullivant, Sr.* are believed to be correct and are made in good faith and are not made for purposes of delay.

SO CERTIFIED, the 13th day of January, 2022.



KAYLA WARE (MSB #104241)

CERTIFICATE OF SERVICE

I, Kayla Ware, attorney for Robert Sullivant Sr, do hereby certify that I have this day forwarded, via U.S. Mail, postage prepaid and/or email, a true and correct copy of the above and foregoing *Plaintiff's Responses to Defendant's First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions Propounded to Plaintiff, Robert Sullivant, Sr.* to the following:

Bradley T. Golmon, Esq.
Holocomb, Dunbar, Watts, Best, Masters & Golmon, P.A
400 Enterprise Drive
Post Office Drawer 707
Oxford, MS 38655

SO CERTIFIED, this the 13th day of January, 2022.



KAYLA WARE (MSB #104241)

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

**DEFENDANT'S SECOND SET OF COMBINED DISCOVERY
PROPOUNDED TO PLAINTIFF, ROBERT SULLIVANT, SR.**

COMES NOW Defendant, Robert Sullivant, Jr., pursuant to the Mississippi Rules of Civil Procedure, and propounds the following SECOND SET OF COMBINE DISCOVERY TO PLAINTIFF, ROBERT SULLIVANT, SR., to be answered in the time and manner prescribed by the Mississippi Rules of Civil Procedure.

INTERROGATORIES

9. Please state the balance in Plaintiff's TD AmeriTrade account at the time of the most recent statement, and along with the balance, provide the date of the most recent statement.


REQUESTS FOR PRODUCTION OF DOCUMENTS

6. Please produce all records relating to or reflecting any spending by Plaintiff in excess of \$5,000.00 in a single transaction since the filing of this Complaint.

RESPECTFULLY SUBMITTED, this the 22nd day of April, 2022.

ROBERT SULLIVANT, JR., DEFENDANT

By:


BRADLEY T. GOLMON (MSB #10261)
Counsel for Defendant, Robert Sullivant, Jr.


HOLCOMB, WATTS, BEST,
MASTERS & GOLMON, P.A.
400 Enterprise Drive
Post Office Drawer 707
Oxford, Mississippi 38655
Telephone (662) 234-8772
Facsimile (662) 238-7552

CERTIFICATE OF SERVICE

I, BRADLEY T. GOLMON, do hereby certify that a copy of the foregoing document has been mailed, postage prepaid, to the following:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Post Office Drawer 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 facsimile

THIS, the 22nd day of April, 2022.


BRADLEY T. GOLMON

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR., PLAINTIFF

V.

CIVIL ACTION NO. 2021-612 (W)

ROBERT SULLIVANT, JR., DEFENDANT

RS

AFFIDAVIT IN SUPPORT OF SUMMARY JUDGMENT

LAFAYETTE COUNTY, MISSISSIPPI

I, ROBERT SULLIVANT JR., attest that I am the Defendant in the above-referenced matter, and that in regards to such matter, I hereby declare the following under penalty of perjury:

1. I was legally granted Power of Attorney over the Plaintiff's (my Father) estate and finances on July 12th, 2017.
2. On May 5, 2021, Sullivant, SR. and Sullivant, JR. agreed to deposit the proceeds from the sale of the "farmhouse," amounting to \$230,000, into a joint account to be used for another house, after the sale of the house located in Oxford, Mississippi.
3. 50% of these funds belong exclusively to me.
4. The power of attorney was revoked by the Plaintiff unexpectedly and without notice on May 20th, 2021.
5. I was never notified of the revocation.
6. Prior to this revocation, according to the Plaintiff, Sullivant SR opened a new account and transferred \$230,000 from the joint account to his own, without informing me.
7. My Father has engaged in risky, irresponsible, and dangerous financial behavior including: overdrafting accounts, thousands of dollars in mail scams, failure to pay the last 18 months of mortgage payments on his house, failure to file or pay 2020 and 2021 income tax, substantially running up credit cards that I had paid down for him, hiring a driver for no purpose, allowing one auto insurance policy to lapse and allowing another to nearly lapse, responding to phone scams and closing a bank account without addressing any auto-pays. He gave away \$75,000 of farm equipment jointly owned

SCANNED

by me to my three cousins Calvin Vick, Sam Vick, and Josh Vick. At the time of the \$230,000 transfer, SR was in process of buying a house with Evelyn Stevens.

8. I took action by reversing the subject transaction as I was operating in my Father's best interest and under the assumption of power of attorney, which he revoked *after* I transferred the funds. I also took action to reverse this transaction because 50% of the funds he transferred belonged exclusively to me.
9. After reversing this transaction, I promptly placed \$50,000.00 in my father's individual TD AmeriTrade account, paid \$6,000.00 on his credit card, and moved another \$5,000.00 into the joint checking account with my father and continued to pay his mortgage and utility bills.
10. I assert that after I transferred the \$230,000 legally using my power of attorney from his Regions Bank individual account, to each of our individual TDAmeritrade accounts, that SR stated to me emphatically that he transferred the money from our joint Regions account to his own individual account because that money was not mine.
11. As such, the Plaintiff's assertion paragraph 9 of their Complaint, that I have taken my father's money "for my own personal benefit" is absolutely untrue, absurd, and insulting, and they have not provided a scintilla of evidence of this since filing their complaint.
12. Evelyn Stevens, who claims to be talking care of the plaintiff, has blocked my phone number from her and Plaintiff's phone. She has been accepting expensive gifts from my father, and is taking mutual control over some of his financial accounts. Ms. Stevens is not being paid and is not reporting any of these gifts for tax purposes. She has changed the relationship from employer-employee to something more serious. She is taking full advantage of the Plaintiff and his decapacitated and diminishing mental state.
13. According to the Plaintiff's discovery responses and Complaint, on May 19th, 2021, Plaintiff (illegally) transferred all \$230,000 from the sale of the house to his own personal account. The power of attorney was revoked the *very next day* on May 20th, 2021. I was never made aware of the revocation and even had I been, upon significant information and belief, my Father was not cognitively capable of revoking that agreement.
14. The Plaintiff has not made any attempts to prove his claims through the request of discovery or by any other method. Attorney Alford has also failed to file an Answer to the counterclaims which were filed against the Plaintiff almost exactly **12 months ago**, and he is currently refusing to turn over requested discovery or to even conference. Mr. Alford has been intentionally evasive in this matter.

15. My father's mental health is deteriorating and he is currently under the auspices of people who are clearly taking advantage of him. The Plaintiff's claims in this action are untenable and unsustainable, and there are no issues of fact that remain regarding their claims. This lawsuit was nothing more than an abuse of process and a malicious attempt to take advantage of a mentally unstable and elderly man and extract him financially. Also, this lawsuit was a preemptive attack to prevent his son from becoming his conservator and receiving protection of Section 401(2)(b)(i) of the Mississippi Guardianship and Conservatorship Act.
16. Finally, I had absolutely no notice or knowledge that the Plaintiff had revoked the power of attorney at the time I reversed the transaction. The Plaintiff has failed to offer any evidence or argument that he did in fact notify me and this failure forecloses on each and every claim stated in the Complaint.
17. Pursuant to Title 87, Ch. 3, § 87-1-113 of the Mississippi Code; this lack of any notice or knowledge of revocation makes the subject transaction of the Plaintiff's Complaint. (where I reversed the withdrawal he made), completely within my legal authority, and to prevent him from buying a house with the funds. It is unambiguous within the statute that lack of notice of revocation absolves the Attorney and is in fact "conclusive proof" of *non-revocation* and *non-termination*. This fact is also clearly stated in the Power of Attorney submitted with the Plaintiff's Complaint.
18. As a result of the foregoing, Summary Judgement in this matter against the Plaintiff and in favor of the Defendant is appropriate.

DATED: December 8, 2022.

/s/ 

Robert Sullivan Jr.


This 8th day of December 2022
Gloria Nicks



CERTIFICATE OF SERVICE

I do hereby certify that on November 25, 2022 I have served by hand delivery and/or email a true and correct copy of the above and foregoing document to:

Swayze Alford
1221 Madison Avenue
Oxford, MS 38655
Attorneys for Plaintiff Robert Sullivant, Sr.



Robert Sullivant, Jr., *Pro Se*

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

2023 JAN -3 P 3:30

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

CHANCERY CLERK

BA

PLAINTIFF'S RESPONSE IN OPPOSITION TO THE DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AS TO ALL COUNTS

COMES NOW Plaintiff, Robert Sullivan, Sr. ("Sullivan, Sr."), by and through undersigned counsel, and files his *Plaintiff's Response in Opposition to the Defendant's Motion for Summary Judgment as to all Accounts* against Defendant, Robert Sullivan, Jr. ("Sullivan, Jr."), and in support thereof would state as follows:

I. Introduction

Sullivan, Sr. filed his *Complaint* on October 25, 2021. Sullivan, Jr. filed his *Answer, Affirmative Defenses and Counter-Claim* on December 9, 2021. On July 12, 2017, Sullivan, Sr. executed a General Durable Power of Attorney appointing his son, Sullivan, Jr., as his lawful agent and attorney in fact. Prior to filing his *Complaint*, it came to Sullivan, Sr.'s attention that Sullivan, Jr. was taking very large sums of money from Sullivan Sr.'s checking account. On or about May 19, 2021, Sullivan, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivan, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivan, Jr. had signature authority to his new money market account. On May 20, 2021, Sullivan, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivan, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. Apparently, Sullivan, Jr. went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivan, Sr.'s new money market account to an account only in his name.

COPIES

II. Documents Relied on by Sullivan, Sr.

Sullivan, Sr. relies on the following documents in support of his Opposition to the Defendant's Motion for Summary Judgment:

1. General Durable Power of Attorney, Exhibit 1
2. Cancellation of Durable Power of Attorney, Exhibit 2
3. Regions Transactions, Exhibit 3
4. Transfer of \$50,000.00 to TD Ameritrade, Exhibit 4
5. Transfer of \$5,000.00 to Regions *8739, Exhibit 5
6. Sullivan, Sr.'s July 2021 Costco Credit Card, Exhibit 6
7. *Complaint* filed by Sullivan, Sr. on October 25, 2021, Exhibit 7
8. Accounting provided by Sullivan, Jr. on December 9, 2021, Exhibit 8
9. Letter from Brad Golmon dated November 12, 2021, Exhibit 9
10. Email from Brad Golmon dated December 10, 2021, Exhibit 10
11. *Agreed Order of Continuance and Resetting* filed November 17, 2021, Exhibit 11
12. *Agreed Order of Continuance and Resetting* filed December 9, 2021, Exhibit 12
13. Affidavit of Robert Sullivan, Sr., Exhibit 13
14. Email from Swayze Alford to Brad Golmon dated December 28, 2021, Exhibit 14
15. Text Messages between Kayla Ware and Brad Golmon, Exhibit 15
16. Sullivan, Sr.'s TD Ameritrade Credentials from Sullivan, Jr. dated December 10, 2021, Exhibit 16
17. *Agreed Order for Independent Medical Exams* filed February 8, 2022, Exhibit 17

III. Material and Undisputed Facts

The following material and undisputed facts that support the denying of Defendant's Motion for Summary Judgment:

1. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing Sullivant, Jr. as his agent and attorney in fact. (General Durable Power of Attorney, Exhibit 1)
2. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney. (Cancellation of Durable Power of Attorney, Exhibit 2)
3. On May 5, 2021, \$238,272.57 was deposited into a joint bank account. (Regions Transactions, Exhibit 3)
4. On May 19, 2021, Sullivant, Sr. transferred \$230,000.00 from a joint account with Sullivant, Jr. to an account only in Sullivant, Sr.'s name. (Regions Transactions, Exhibit 3).
5. On June 9, 2021, Sullivant, Jr. transferred the \$230,000.00 back to the joint account and then to an account only in Sullivant, Jr.'s name. (Regions Transactions, Exhibit 3 and Sullivant, Jr.'s Motion for Summary Judgment).
6. The transfer of Sullivant, Sr.'s money by Sullivant, Jr. was done without the permission, knowledge or consent of Sullivant, Sr. (Complaint, Exhibit 7 and Affidavit of Robert Sullivant, Sr., Exhibit 13)
7. Sullivant, Jr. did not provide Sullivant, Sr. any information about the transfer until after Sullivant, Sr. filed his Complaint. (Letter from Brad Golmon dated November 12, 2021, Exhibit 9)
8. On June 9, 2021, Sullivant, Jr. transferred \$50,000.00 to Sullivant, Sr.'s TD Ameritrade Account. (Transfer of \$50,000.00 to TD Ameritrade, Exhibit 4)

9. Only Sullivan, Jr. had access to Sullivan Sr.'s TD Ameritrade account when he deposited the \$50,000, and therefore, Sullivan, Sr. was unaware of the deposit. (Affidavit of Robert Sullivan, Sr., Exhibit 13, Email from Swayze Alford to Brad Golmon, Exhibit 14 and Text Messages between Kayla Ware and Brad Golmon, Exhibit 15)

10. On July 6, 2021, Sullivan Jr. transferred \$5,000.00 to the joint account he has with Sullivan, Sr. (Transfer of \$5,000.00 to Regions *8739, Exhibit 5)

11. Sullivan, Sr. moved to Elmcroft in July of 2021 and no longer lived at the home located at 1002 Crawford Circle, Oxford, Mississippi. (Sullivan, Sr.'s July 2021 Costco Credit Card, Exhibit 6)

12. Sullivan, Sr. requested an accounting in his Complaint filed on October 25, 2021, and Sullivan, Jr. provided the same on December 9, 2021. (Complaint, Exhibit 7 and Accounting, Exhibit 8)

13. Sullivan, Jr.'s Accounting showed that he still owed Sullivan, Sr. \$51,035.70. (Accounting, Exhibit 8)

14. On December 10, 2021, former counsel for Sullivan, Jr., Brad Golmon, sent counsel for Sullivan, Sr. an email stating that Sullivan, Jr. would transfer the sum in the Accounting to Sullivan, Sr. the following day. (Email from Brad Golmon, Exhibit 10)

IV. Law and Legal Argument

A. Standard

The familiar standard of review involving a motion for summary judgment is as follows:

Rule 56(c) of the Mississippi Rules of Civil Procedure provides that summary judgment shall be granted by a court *if* "the pleadings, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact." M.R.C.P. 56(c); *see Saucier*, 708 So.2d at 1354. *The moving party has the burden of demonstrating there is no genuine issue of material fact, while the nonmoving party should be given the benefit of every reasonable doubt. Tucker v. Hinds County*, 558 So.2d 869, 872

(Miss. 1990); *see also Heigle v. Heigle*, 771 So.2d 341,345 (Miss.2000). *Buchanan v. Ameristar Casino Vicksburg, Inc.*, 959 So.2d 969, 975 (Miss. 2007) (emphasis added).

A motion for summary judgment lies only when there is no genuine issue of material fact; *summary judgment is not a substitute for the trial of disputed fact issues. Accordingly, the court cannot try issues of fact on a Rule 56 motion; it may only determine whether there are issues to be tried.* Given this function, the court examines the affidavits or other evidence introduced on a Rule 56 motion simply to determine whether a triable issue exists, rather than for the purpose of resolving that issue. *Russell v. Orr*, 700 So.2d 619,626 (Miss. 1997), citing the *Miss. R. Evid.* 56 cmt. (emphasis added).

“All evidence is viewed in the light most favorable to the non-movant.” *Dancy v. East Mississippi State Hosp.*, 944 So.2d 10, 15 (Miss. 2006) citing *Palmer v. Biloxi Reg'l Met! Ctr., Inc.*, 564 So.2d 1346, 1354 (Miss.1990). It has been held that summary judgment, when questionable, is not proper. *See, Brown v. Credit Center, Inc.* 444 So.2d 358, 362 (Miss. 1983) holding “[i]ndeed, the party against whom the summary judgment has been sought should be given the benefit of *every reasonable doubt.*” (emphasis added), citing *Liberty Leasing Co. v. HiQsum Sales Corporation*, 380 F.2d 1013, 1015 (5th Cir.1967); *Heyward v. Public Housing Administration*, 238 F.2d 689,696 (5th Cir. 1956).

“Chancery Court is peculiarly capable of hearing the entire litigation on its facts and should view the granting of summary judgment with this peculiar capability in mind. Frequently a chancellor can hear the entire trial and provide this Court with a complete record in only slightly more time than the court could deal with a Motion for Summary Judgment. When this is the case, discretion gravitates toward a complete trial.” *Martin v. Simmons*, 571 So.2d 254, 258 (Miss. 1990). “[W]e recommend caution to all chancellors of this State in the granting of summary judgment.” *Id.* (emphasis added)

B. Applicable Case Law and Argument**Defendant's Assertion that he was within his Legal Right and Defendant's Assertion of Essential Elements Absent from Plaintiff's Claims**

A durable power of attorney is a written document through which an individual (the “principal”) gives another person (the “agent”) the authority to act for the principal in accordance with the terms and conditions specified in the document. The connection between principal and agent is a particular type of agency relationship that is governed by the statutory requirements set forth in Title 87, Chapter 3 of the Mississippi Code. As with other principal-agent relationships, the party trusted with the responsibility in the power of attorney owes certain duties to the principal. See *In re Estate of Hemphill*, 186 So.3d 920, 933 (Miss. Ct. App. 2016) (citing Restatement (Third) of Agency § 8.07 (2006) (“An agent has a duty to act in accordance with the express and implied terms of any contract between the agent and the principal.”)). The principal must perform all duties designated in the contract consistently with his role as a fiduciary.

In the case of *Rich v. Sheppard*, Rich, the decedent’s “life partner,” without express permission or notice to the decedent, accessed the accounts online and named himself as 98% beneficiary on decedent’s Charles Schwab accounts. *Rich v. Sheppard*, Civil Action No. 3:16-CV-366, page 24 (S.D. Miss. 2018). Rich argues that he was not informed that his power of attorney had been stripped before he made the change, so he was under the impression that he was authorized to overrule the decedent’s decision and make himself the beneficiary. The Court stated that “[i]t is fundamental law that an agent owes his principal absolute good faith and fidelity, and he cannot in the exercise of his authority as agent acquire property or interest therein rightfully belonging to his principal without full disclosure and free consent of his principal.” *Id.* citing *McKinney v. King*, 498 So.2d 387, 388 (Miss. 1986).

This case is probably most analogous to the present case. Sullivant, Sr. was well within his right to transfer the \$230,000.00 to an account only in his name as, under Mississippi law, when an account is held in the name of one depositor *or* the other, then “each depositor is allowed to treat joint property as if it were entirely his own.” *Drummond v. Drummond*, 248 Miss. 25, 31, 156 So.2d 819, 821 (1963). He did not need Sullivant, Jr.’s consent to make the transfer. The issue is that Sullivant, Jr. misused his power of attorney to transfer the money into an account solely in his (Sullivant, Jr.’s) name. The power of attorney authorized the attorney-in-fact to do and perform “any and all banking business and transactions,” and transferring the \$230,000.00 is implicitly covered as banking business transaction. It was not disputed that Sullivant, Jr. had the “right” to conduct the transaction, *however*, this broad authority does not permit Sullivant, Jr. to engage in undisclosed, self-dealing activities. Again, “it is fundamental law that an agent owes his principal absolute good faith and fidelity, and he cannot in **the exercise of his authority as agent acquire property or interest therein rightfully belonging to his principal without full disclosure and free consent of his principal.**” *Estate of Johnson v. Johnson*, 237 So.3d 698, 707 (Miss. 2017) quoting *McKinney*, 498 So.2d at 388, (emphasis added.) If disputed, the attorney-in-fact’s actions must be shown to be within the principal’s intent when granting the power of attorney, in the best interests and for the benefit of the principal, and in accord with the duty of good faith owed by the attorney-in-fact to the principal. Any property or interest obtained in violation of the attorney-in-fact’s fiduciary duty “thereby is voidable by, and may be set aside by the principal or his estate.” *Id.*

It is undisputed that the transfer of Sullivant, Sr.’s money by Sullivant, Jr. was done without Sullivan, Sr.’s consent. It is also undisputed that the transfer by Sullivant, Jr. was done without full disclosure by Sullivant, Jr. Sullivant, Sr. had to file a Complaint and request an Accounting. The Agreed Order entered on November 17, 2021 required Sullivant Jr. to “provide a full sworn

accounting of all monies that he has spent for the benefit of the Plaintiff, Robert Sullivant Sr. on or before December 10, 2021; and [Sullivant, Jr.] shall provide a full sworn accounting of the remaining funds from the \$230,000 transferred from [Sullivant, Sr.'s] account; and [Sullivant, Jr.] shall also provide a full sworn accounting of the monies from the Charles Schwab accounts 2454-6369 and 8175-1125.” The Order also enjoined Sullivant, Jr. from transferring, disposing, selling, or depleting any monies in his possession that he had obtained from Sullivant, Sr.’s accounts. The same restraining language was included in the Order entered on December 9, 2021 as well. In December of 2021, and **only** as a result of the court ordered Accounting, did Sullivant, Jr. transfer another approximately \$50,000.00 to Sullivant, Sr. Additionally, in Sullivant Jr.’s Answer and Counter-Complaint, he claims to have paid Sullivant, Sr.’s mortgage payments and utilities bills following the transfer of the money in June of 2021. In reality, Sullivant, Sr. lived at Elmcroft assisted living at this point and Sullivant, Jr. was simply paying the mortgage payment and the utility bills of where he alone lived. Sullivant, Sr. did not consent to Sullivant, Jr. using his funds to pay expenses at the house where only Sullivant, Jr. resided. Sullivant Sr. also never agreed with Sullivant, Jr.’s taking a credit of \$6,000.00 for a payment on the Costco credit card and the credit taken by Sullivant, Jr. was without the consent of Sullivant, Sr.

Defendant’s Assertion that Plaintiff has Failed to Cooperate with Procedure and Court Orders

An Agreed Order for Independent Medical Exams was entered on February 8, 2022, wherein the parties agreed to Dr. Hobbs and Dr. Thomas to conduct the IMEs on Sullivant, Sr. In summer of 2022, Dr. Hobbs retired from the practice of medicine due to medical reasons. Following Dr. Hobbs retirement, counsel for Sullivant, Sr. agreed to strike him as an expert. This occurred only a few months ago and not a year ago as stated by Sullivant, Jr.

There has been ongoing discussion regarding the need of a second IME for Sullivan, Sr. Additionally, an *Agreed Order Granting Motion to Exclude Testimony* was entered by this Court on October 31, 2022. Pursuant to said Order, the parties agreed not to use the any testimony of Dr. Hobbs. Only four days after the entry of the Order, on November 3, 2022, Sullivan Jr. filed his Motion requesting a second IME. Since that time, counsel for Sullivan, Sr. has provided Sullivan, Jr. with updates as to doctors that he has contacted regarding the IME. Sullivan, Jr. provides no support for his position that Sullivan, Sr. has conceded to the sole opinion of Dr. Thomas.

Defendant's Assertion that Plaintiff is still Acting Financially Reckless

It is important to note that Sullivan, Jr. never requested a conservator to be appointed for Sullivan, Sr. until after Sullivan, Sr. filed his Complaint. Sullivan, Jr. never objected to Sullivan, Sr. signing a Deed of Trust in 2020 following the purchase of a property, a Settlement Statement for the sale of a property in 2018, a Warranty Deed in 2021 following the sale of a property and a Warranty Deed in 2022 for the sale of a property, with Sullivan Sr. receiving money for the latter three. Sullivan, Jr. also received proceeds from the sale of property. But, Sullivan, Jr.'s own statements prove that Summary Judgment is not appropriate in this matter. It is apparent that Sullivan, Sr. is not of the opinion that Sullivan, Jr. has his best interests in mind.

The Mississippi Supreme Court has made it clear that that "where a party's intentional misconduct causes the opposing party to expend time and money needlessly, then attorney's fees and expenses should be awarded to the wronged party." *In re Estate of Thomas*, 28 So.3d 627, 637 (Miss. App. 2009) citing *Selleck v. S.F. Cockrell Trucking, Inc.*, 517 So.2d 558, 560 (Miss.1987); (see also *Ladner v. Ladner*, 436 So.2d 1366, 1370 (Miss.1983)). There is no argument that Sullivan, Jr.'s conduct was intentional and, if not for the filing of his Complaint, then Sullivan, Sr. would have no way to recoup his money from an account in only Sullivan, Jr.'s name. Wherefore, Sullivan, Sr. respectfully requests that the Court deny Sullivan, Jr.'s request for

summary judgment. Sullivan, Sr. seeks any other relief to which he may be entitled as set for in the Complaint filed in this matter.

RESPECTFULLY SUBMITTED this 3 day of January, 2023.

ROBERT SULLIVANT, SR., Plaintiff

BY: *Swayze Alford*
SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD
Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax

Counsel for Robert Sullivan, Sr.

CERTIFICATE OF SERVICE

I, Swayze Alford, attorney for Robert Sullivan Sr., do hereby certify that I have this day forwarded, via email, a true and correct copy of the above and foregoing *Plaintiff's Response in Opposition to the Defendant's Motion for Summary Judgment as to all Accounts* to the following:

Robert Sullivan, Jr.
robert@steelandbarn.com

SO CERTIFIED, this the 3 day of January, 2023.

Swayze Alford
SWAYZE ALFORD (MSB #8642)

n
Book 2017 Page 378
Power of Attorney
07/12/2017 09:27:09 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

Initials: RS

EXHIBIT

"1"

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Power of Attorney
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arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

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Power of Attorney
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designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

Book 2017 Page 381
Power of Attorney
07/12/2017 08:27:09 AM

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

Book 2017 Page 382
Power of Attorney
07/12/2017 08:27:09 AM

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named ROBERT SULLIVANT, SR., who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Raymond Anthony, Jr.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R. Pitcock, Chancery Clerk

Judy Antos, CL



Book 2021 Page 150
Power of Attorney
05/20/2021 10:59:43 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was filed
on 05/20/2021 10:59:43 AM
and recorded in the
Power of Attorney
Book 000 Page 150 - 150
James R Pitcock, Chancery Clerk

Ashley Parrish, D.C.

CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain
GENERAL DURABLE POWER OF ATTORNEY wherein I appointed ROBERT SULLIVANT,
JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or
about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

SO CANCELED, REVOKED AND NULLIFIED on this 20th day of May 2021.

Robert Sullivant Sr.

ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction, the
within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable
Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of
May, 2021.



Jay Westfaul
NOTARY PUBLIC

EXHIBIT

"2"

06/24/2021 13:15

(FAX)

P.002/003

Regions Sales and Service - R (12.1.1a) - RegionsConnects Production Bank - Internet Explorer

RegionsConnects User Desktop Session Client Customer Search ROBERT E SULLIVANT SR 06/24/2021

385 - Premium Money Market - 0312944653

Account Title ROBERT E SULLIVANT SR

Mailing Address 1002 CRAWFORD CIR
OXFORD, MS 38655-6107

Balance Information

Current Posted Balance	\$ 0.63	Pending Debits	\$0.00	Average Collected	\$ 239,002.00
Available Balance	\$ 0.63	Pending Credits	\$0.00	12-Month Average	\$ 19,166.66

Recent Transactions

Last Three Credits		Last Three Debits	
05/20/2021	\$ 0.63	06/09/2021	\$ 230,000.00
05/19/2021	\$ 230,000.00		

Items in Process

Description

Account Information Overdraft Interest
Address Related Customers Additional Information

Detail Information

Bank	001 - Mississippi	Relationship Pricing	Yes
Office	01503 - BATESVILLE MS	Special Pricing	No
Officer	1508MG - BRANCH MANAGER BATESVILLE MS	Number of NSF's	0
Product Code	385 Opened 05/19/2021	Days Overdrawn	0
Status	Open	Number of Occurrences	0
Last Activity	06/09/2021	Closed to Post	X - New Account/Allow Posting
Account Comment			

EXHIBIT

11311

Regions
 Home
 My Account
 My Profile
 My Transactions
 My Alerts
 My Settings
 My Preferences
 My Security
 My Support
 My Feedback

Posted Transactions -- Webpage Dialog

Posted Transactions - 912 - 62+ LifeGreen Checking - 0238878739

Search Criteria

Search For:

Amount: From \$ To \$

Check Number: From To

Date: From To

Tran Code:

Search Results

Date	Type	Amount	Check Number	Tran Code	Description	Current Posted Balance
05/09/2021	Debit	\$ 230,000.00	21261175	0062	EB TO CHECKING # 0217027217	\$ 1,497.96
05/09/2021	Credit	\$ 230,000.00			DEPOSIT - TH... DEPOSIT - THANK YOU	\$ 231,497.96
05/02/2021	Debit	\$ 2,000.00	3023390632	0062	EB TO CHECKING # 0217027217	\$ 1,497.96
05/19/2021	Debit	\$ 230,000.00		0058	BANK DEBIT	\$ 3,497.96
05/18/2021	Debit	\$ 3,000.00	8017562524	0062	EB TO CHECKING # 0217027217	\$ 233,497.96
05/17/2021	Debit	\$ 2,000.00	7030931351	0062	EB TO CHECKING # 0217027217	\$ 236,497.96
05/07/2021	Debit	\$ 1,500.00	7015039707	0062	EB TO CHECKING # 0217027217	\$ 238,497.96
05/07/2021	Debit	\$ 1,500.00	7015039711	0062	EB TO CHECKING # 0214456834	\$ 239,997.96
05/07/2021	Credit	\$ 3,000.00	7015006559	0026	EB FROM CHECKING # 0214456834	\$ 241,497.96
05/05/2021	Credit	\$ 238,272.57			DEPOSIT - TH... DEPOSIT - THANK YOU	\$ 238,497.96
05/05/2021	Debit	\$ 5,250.00	10071052	0062	EB TO CHECKING # 0217027217	\$ 233,247.96

2:39 PM 6/15/2021

Regions Sales and Service - R (12.1.1) - RegionsConnect - Auction Bank - Internet Explorer

Posted Transactions -- Webpage Dialog

Posted Transactions - 223 - LifeGreen Preferred Checking - 0214456834

Search Criteria

Search For:

Amount: From \$ To \$

Check Number: From To

Date: From To

Tran Code:

Search Results

Date	Type	Amount	Check Number	Tran Code	Description	Current Posted Balance
06/01/2021	Debit	\$ 120.00	2014544322	0061	PAYPAL INST XFER	\$ 7,950.57
06/01/2021	Credit	\$ 230,000.00	8005765042	0129	CREDIT-RETURNED CK#48005765042	\$ 8,070.57
05/28/2021	Debit	\$ 230,000.00	8005765042	0061	TD AMERITRADE ACH IN	-\$ 221,921.43
05/28/2021	Credit	\$ 4,359.65	6020903859	0025	TVA RETIREMENT S PAYMENT	\$ 8,078.57
05/26/2021	Debit	\$ 158.32	6609194786	0061	STATE FARM RO 27 SEPP	\$ 3,718.02
05/25/2021	Debit	\$ 225.00	4035647602	0061	PAYPAL INST XFER	\$ 3,077.24
05/25/2021	Debit	\$ 109.31	4023872291	0061	TALLAHATCHIE VAL ELEC. BILL	\$ 4,102.24
05/24/2021	Debit	\$ 27.00	1812	Check	Check	\$ 4,202.55
05/21/2021	Debit	\$ 32.68	16252531	0061	OXFORD UTILITIES UTIL PYMT	\$ 4,239.55
05/21/2021	Debit	\$ 38.40	1809	Check	Check	\$ 4,262.23

Bluetooth Devices

TRANSACTIONS & STATEMENTS

Transactions Statements Confirmations Shareholder Library

Type:

View range: Month-to-date | 1 day | 7 days | 10 days | 30 days

View year: 2021 2020 2019 2018

View dates: June 1 2021 for June 30 2021

You can search a date range of up to one year.

Sweeps: Hide sweeps

Sweeps are uninvested cash transactions that move in and out of cash like matives.



Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

Date/Time	Description	Amount	Commission	Keq Fee	Details
06/02/2021 17:23:12	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	230,500.00	0.00	0.00	
06/09/2021 14:43:13	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	50,000.00	0.00	0.00	<input checked="" type="checkbox"/>

Amounts shown may differ from what you see on your statement due to rounding. TD Ameritrade does not assume any responsibility for the accuracy of the information displayed on this page. TD Ameritrade does not assume any responsibility for the accuracy of the information displayed on this page.

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EX-11

4

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History & Statements

[Transactions](#) [Statements](#) [Confirmations](#) [Shareholder Library](#)

Type:

View range: [Month-to-date](#) | [1 day](#) [7 days](#) [14 days](#) [30 days](#) [60 days](#)

View year: [2021](#) [2020](#) [2019](#) [2018](#)

View dates: to:

You can search a date range of up to one year.

Sweeps: Hide sweeps

Sweeps are uninvested cash transactions that move in and out of cash alternatives.

or

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

Date/Time	Description	Amount	Commission	Reg Fee	Details
06/02/2021 17:23:12	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	-230,000.00	0.00	0.00	
06/09/2021 14:43:13	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	50,000.00	0.00	0.00	

An indication on this page that an interest payment is "taxable" or "non-taxable" refers to federal taxation only. Interest income may be subject to AMT or state and local taxes. TD Ameritrade does not provide tax advice. Please consult a qualified tax advisor to discuss your individual tax situation.

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Exhibit "D"

[Accessibility](#) [Privacy policies](#) [TD Ameritrade Holding Corp](#) [Mobile](#) [Minimum requirements](#) [Forms](#) [Security settings](#)

Account: rsullivantsr

Options: Enter underlying symbol and click Chain | Index: use "\$" (e.g. \$DJI)

Enter a symbol and click below

Action	Quantity	Stock	Options	Order type	Price	Time-in-force
Buy	<input type="text"/>			Limit	<input type="text"/>	Day

11/15/21, 2:43 PM

Details & History - View Account Details & History - Regions Online Banking

Personal

ROBERT B SULLIVANT JR *7217

AVAILABLE BALANCE
\$7,876.39

PROMOTED AVAILABLE BALANCE
\$7,876.39

POSIBLE BALANCE
\$9,940.05

TOTAL DEBITS
12

SAVING REWARDS
\$0.00

Activity Statements & Docs

Search for Transactions

Find posted transactions using any or all of the following options:

Date Range:

From:

To:

Close
X

90 day custom range

07/06/2021

10/3/2021

*Note: up to 10 months of transaction history can be searched using 90 day increments

Types:

Transfer

Amount Range:

Any amount

Check Number:

All

Pending Activity

Status	Type	Description	Amount
No transaction history records were found.			

No transaction history records were found.

Posted Activity

Date	Type	Description	Amount
7/6/2021	Transfer	EB TO CHECKING # *****8739	-\$5,000.00



Send holiday funds with a Regions Gift Card or Western Union money transfer. Find a branch.

EXHIBIT

11511

11/11/21, 5:28 PM

Account Information - Citi Online



Costco Anywhere Visa® Card by Citi-5139

Current Balance
\$8,763.50

Available Revolving Credit \$10,691.60
Statement closing Nov 22

Last Statement Balance
\$8,289.33

Minimum Payment Due \$188.21
Payment due Nov 20



Costco Cash Rewards Balance (Year to Date) \$ 248.05

Transactions

Statement closed Jul 22, 2021

Posted Total -\$1,339.64

<https://online.citi.com/US/ajra/account/details?accountId=a1be15a2-2ba6-4887-b669-bd4e2251144d>

EXHIBIT

6

JR - 000006

11/17/21, 5:26 PM Account Information - Citi Online

Date	Cardmember	Description	Amount
Jul 22, 2021	ROBERT B SULLIVANT	INTEREST CHARGED TO STANDARD PURCH	\$104.07
Jul 21, 2021	ROBERT SULLIVANT	COSTCO WHSE #0352 CORDOVA TN	\$99.51
Jul 19, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$115.08
Jul 16, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$10.89
Jul 14, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$25.23
Jul 13, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$23.44
Jul 12, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$28.65
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #1468 BATESVILLE MS	\$6.26

JR - 000007

11/11/21, 5:28 PM

Account Information - Citi Online

Date	Cardmember	Description	Amount
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #6999 OXFORD MS	\$45.48
Jul 10, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$140.33
Jul 09, 2021	ROBERT B SULLIVANT	AUTOPAY 191023041527247RAUTOPAY AUTO-PMT	-\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	1070921 AUTOPAY RTN R01-INSUFFICIENT FUN	\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	STRAIGHTTALK*SERVICES 877-430-2355 FL	\$17.28
Jul 09, 2021	ROBERT B SULLIVANT	FAM RWRDS 8773782158 877-3782158 MN	\$19.95
Jul 09, 2021	ROBERT B SULLIVANT	RETURN CHECK FEE - 070921	\$29.00
Jul 08, 2021	ROBERT B SULLIVANT	ELMCROFT SENIOR LIVING LAKE OSWEGO OR	\$3,274.84

JR - 000008

11/11/21, 5:28 PM

Account Information - Citi Online

Date	Cardmember	Description	Amount
Jul 07, 2021	ROBERT B SULLIVANT	MCAFFEE *WWW.MCAFFEE.COM 866-622-3911 TX	\$128.39
Jul 06, 2021	ROBERT B SULLIVANT	ONLINE PAYMENT, THANK YOU	--\$6,000.00
Jul 06, 2021	ROBERT B SULLIVANT	WAL-MART #1468 BATESVILLE MS	\$20.31
Jul 06, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$24.07
Jul 04, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$49.50
Jul 03, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$24.34
Jul 02, 2021	ROBERT B SULLIVANT	DPI 8447073780 844-7073780 MN	\$24.95
Jul 02, 2021	ROBERT SULLIVANT	MY OXFORD STORAGE 662-513-0199 MS	\$120.00

JR - 000009

11/17/21, 5:26 PM

Account Information - Citl Online

Date	Cardmember	Description	Amount
Jul 02, 2021	ROBERT SULLIVANT	GOOGLE *YouTube TV 855-836-3987 CA	\$69.54
Jul 01, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$19.62
Jun 29, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$33.39
Jun 29, 2021	ROBERT B SULLIVANT	C SPIRE RECURRING PAY CMITCHELL@CSPMS	\$41.00
Jun 27, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$22.00
Jun 27, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$15.37
Jun 24, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$27.29
Jun 24, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$28.11

JR - 000010

11/11/21, 5:28 PM

Account Information - Citi Online

Date	Cardmember	Description	Amount
Jun 22, 2021	ROBERT B SULLIVANT	SO *COLEMAN'S BARBO, LLC Senatobia MS	\$20.68
Jun 22, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$51.79
End of activity		Total activity Statement closed Jul 22, 2021	-\$1,339.64

Pending purchases	\$0.00
Purchases	\$4,527.29
Cash advances	\$0.00
Payments/credits	-\$6,000.00
Fees/Interest	\$133.07

JR - 000011

<https://online.citi.com/US/sg/a/account/detail?accountId=atbois2-2bac-4887-b669-bc4e2254144d>

FILED
STATE OF MISSISSIPPI
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2021 OCT 25 A 10:11

PLAINTIFF

VS.

CHANCERY CLERK CAUSE NO.: 2021-612

ROBERT SULLIVANT, JR.

BY DC: RA

DEFENDANT W

COMPLAINT

COMES NOW Plaintiff, Robert Sullivant, Sr. ("Sullivant, Sr."), by and through undersigned counsel, and files this his *Complaint* against Defendant, Robert Sullivant, Jr. ("Sullivant, Jr.") and in support thereof would state as follows:

PARTIES

1. The Plaintiff, Robert Sullivant, Sr., is an adult resident citizen of Lafayette County, Mississippi.
2. Defendant, Robert Sullivant, Jr., is an adult citizen of Lafayette County, Mississippi, and may be served with process at 1002 Crawford Circle, Oxford, Mississippi, 38655, or wherever he may be found.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter herein.
4. Venue is proper in this Court.

FACTS

5. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing his son, Sullivant, Jr., as his lawful agent and attorney in fact. A copy of said General Durable Power of Attorney is attached as Exhibit "A" and incorporated by reference herein.
6. It recently came to Sullivant, Sr.'s attention that Sullivant, Jr. was taking very large

EXHIBIT
A 7

SCANNED

sums of money from Sullivan Sr.'s checking account. On or about May 19, 2021, Sullivan, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivan, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivan, Jr. had signature authority to his new money market account.

7. On May 20, 2021, Sullivan, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivan, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. A copy of said Cancellation of Durable Power of Attorney is attached as Exhibit "B" and incorporated by reference herein.

8. Upon information and belief, Sullivan, Jr. went to the Regions Bank in Batesville and attempted to withdraw funds from Sullivan, Sr.'s new money market account, but was turned down. Sullivan, Jr. then went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivan, Sr.'s new money market account to an account only in his name.

9. Upon information and belief, Sullivan, Jr. also withdrew and/or traded monies and/or stocks from Sullivan, Sr.'s Schwab account without Sullivan, Sr.'s knowledge or permission. Sullivan, Jr. has taken Sullivan, Sr.'s money for his own personal use and benefit.

10. Sullivan, Jr. has in his possession certain furniture and other tangible items that are the property of Sullivan, Sr.

CAUSES OF ACTION

COUNT I **BREACH OF FIDUCIARY DUTY**

11. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-10.

12. Sullivan, Jr. in the role of Power of Attorney, owed a fiduciary duty to Sullivan, Sr. under Mississippi law. Among other things, Sullivan, Jr. breached this duty through taking advantage of his role as Sullivan Sr.'s power of attorney and self-dealing.

13. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT II
BREACH OF THE DUTY OF CARE

14. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-12.

15. Sullivan, Jr. owed a duty of care to Sullivan, Sr. Additionally, it was to be a duty of care that an ordinarily prudent person in a like position would exercise under similar circumstances. Sullivan, Jr. breached this duty as set forth in the preceding paragraphs

16. As a result of this breach, Sullivan, Sr. has been proximately harmed and is entitled to damages.

COUNT III
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

17. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-16.

18. Sullivan, Jr. acted negligently toward Sullivan, Sr. by failing to comply with the terms and intentions of the Power of Attorney, which resulted in Sullivan, Sr. losing hundreds of thousands of dollars.

19. The actions by Sullivan, Jr. negligently caused harm to Sullivan, Sr.

20. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s negligent actions.

21. The emotional distress was foreseeable from the individual negligent actions of Sullivan, Jr., and these actions caused damages to Sullivan, Sr.

COUNT IV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

22. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-21.
23. Sullivant, Jr. acted willfully and wantonly towards Sullivant, Sr.
24. Sullivant, Jr.'s actions, as set forth herein, are ones that evoke outrage or revulsion in civilized society; and these actions intended to cause harm to Sullivant, Sr..
25. Sullivant, Sr. suffered severe emotional distress as a result of Sullivant, Jr.'s actions.
26. The emotional distress was foreseeable from the intentional actions of Sullivant, Jr. and caused Sullivant, Sr. damages.

COUNT V
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

27. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-26.
28. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact, owed a duty of good faith and fair dealing to Sullivant, Sr. under Mississippi law. Sullivant, Jr. breached this duty, as set forth in the preceding paragraphs.
29. As a result of this breach, Sullivant, Sr. has been harmed and is entitled to damages.

COUNT VI
BREACH OF DUTY OF LOYALTY

30. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-29.
31. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact, owed a duty of loyalty to Sullivant, Sr. under Mississippi law. Additionally, Sullivant, Jr. owed a duty of loyalty to Sullivant, Sr. pursuant to paragraph 1 on page 4 of the Generable Power of Attorney which states "[m]y attorney shall not be liable in any manner for the exercise or non-exercise of the powers

hereinbefore granted, except for the exercise of any of powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive. 31.

As a result of this breach, Sullivant, Sr. has been harmed and is entitled to damages.

COUNT VII
NEGLIGENCE

32. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-31.

33. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was negligent in his actions in violating the General Power of Attorney. Sullivant, Jr.'s management of Sullivant, Sr.'s accounts and affairs was to be in a manner that he reasonably believed to be in the best interests of Sullivant, Sr. Sullivant, Jr. was negligent in the management of Sullivant, Sr.'s accounts.

34. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

COUNT VIII
GROSS NEGLIGENCE

35. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-34.

36. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was grossly negligent in his actions in violating the General Power of Attorney. Sullivant, Jr. was grossly negligent in the management of Sullivant, Sr.'s accounts.

37. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

COUNT IX
CONVERSION

38. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-37.

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Power of Attorney
07/12/2017 08:27:09 AM

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named ROBERT SULLIVANT, SR., who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/1/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Raymond Anthony, Jr.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R. Pitcock, Chancery Clerk

Judy Dutton, Sr.

39. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact, wrongfully converted Sullivant, Sr.'s funds for his own benefit.

40. This unlawful conversion proximately harmed Sullivant, Sr. As a result, Sullivant, Sr. is entitled to damages.

COUNT X
UNJUST ENRICHMENT

41. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-40.

42. Only in this alternative to any claim or legal damages, Sullivant, Sr. makes a claim for unjust enrichment. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact withdrew and retained a benefit in the form of Sullivant, Sr.'s funds to which was entitled.

43. Accordingly, Sullivant, Jr. has been unjustly enriched and Sullivant, Sr. is entitled to damages as a result of such unjust enrichment.

COUNT XI
PUNITIVE DAMAGES

44. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-43.

45. Given Sullivant, Jr.'s actual fraud, gross negligence and the intentional harm inflicted on Sullivant, Sr. by Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact, Sullivant, Jr. is liable for punitive damages under Miss. Code Ann §11-1-65.

46. Sullivant, Sr. respectfully requests that the Court enter a judgment in their favor awarding punitive damages.

COUNT XII
INJUNCTIVE RELIEF AND RESTRAINING ORDER

47. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-46.

48. Pursuant to Miss. R. Civ. Pro. 65 Sullivant, Sr. seeks a temporary restraining order,

preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts. Without the entry of a temporary restraining order, preliminary injunction and permanent injunction, immediate and irreparable injury, losses and damage caused by the unlawful conduct of the Defendants.

49. Sullivan, Sr. respectfully requests that the Court enter a temporary restraining order, preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts.

50. Sullivan, Sr. further requests that Sullivan, Jr. be enjoined from using, transferring, withdrawing, or depleting any monies from Sullivan, Jr.'s accounts until this matter can be heard and Sullivan, Jr. account for all monies withdrawn by Sullivan, Jr. belonging to Sullivan, Sr.

COUNT XIII
EMERGENCY RELIEF

51. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-50.

52. Sullivan, Jr. has intentionally and willfully transferred \$230,000 of Sullivan, Sr.'s money to an account in his own name and refuses to return the money to Sullivan, Sr.

53. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Regions to transfer the \$230,000 back to Sullivan, Sr.'s money market account.

54. Upon information and belief, Sullivan, Jr. intentionally and willfully withdrew and/or traded monies and/or stocks from Sullivan, Sr.'s Schwab account without Sullivan, Sr.'s knowledge or permission.

55. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Sullivan, Jr. to return any monies and/or stocks he impermissibly withdrew and/or traded from

Sullivan, Sr.'s Schwab account.

56. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any and all of Sullivant, Sr.'s possessions and/or property in which he has in his possession.

57. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any other monies he impermissibly withdrew that belonged to Sullivan, Sr.

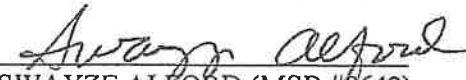
58. Sullivant, Sr. respectfully requests that the Court require Sullivant, Jr. to provide an accounting for all monies and/or stocks of Sullivant, Sr.'s to which he had access.

WHEREFORE PREMISES CONSIDERED, Robert Sullivant, Sr., respectfully requests that this Court render judgment against Sullivant, Jr. and award all relief requested herein and any other relief to which Sullivant, Sr. is entitled including, but not limited to, attorney's fees and expenses, and any other relief, general or specific, in which this Court finds mete and proper.

RESPECTFULLY SUBMITTED this 22 day of October, 2021.

ROBERT SULLIVANT, SR., Plaintiff

BY:


SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD

Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax

Counsel for Robert Sullivant, Sr.

STATE OF MISSISSIPPI

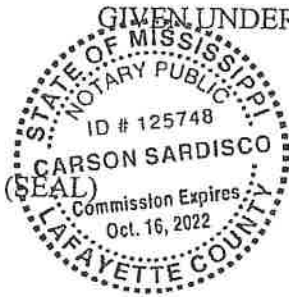
COUNTY OF LAFAYETTE

Before me the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named **ROBERT SULLIVANT, SR.**, who being duly sworn, on oath, states that he is the Plaintiff in the foregoing *Complaint* and that the matters, things and allegations made and contained in the above and foregoing *Complaint* are true and correct as therein stated and that any allegation made on information and belief, Affiant verily believes to be true.

Witness my signature, this 22 day of October, 2021.

Robert B. Sullivant Sr.
ROBERT SULLIVANT, SR.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, 22nd day of October, 2021.



Carson Sardisco
NOTARY PUBLIC

n
Book 2017 Page 378
Power of Attorney
07/12/2017 08:27:09 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

Initials: ABS

Exhibit A

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07/12/2017 08:27:09 AM

arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

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designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

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Power of Attorney
07/12/2017 08:27:09 AM

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

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Power of Attorney
07/12/2017 08:27:09 AM

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named ROBERT SULLIVANT, SR., who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/1/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Ray Anthony D. C.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R. Pitcock, Chancery Clerk

Judy Dutton, SC



Book 2021 Page 150
Power of Attorney
05/20/2021 10:59:43 AM
Panola County MS-2nd
James R Pitcock, Chancery Clerk

Panola County MS-2nd
I certify this instrument was filed
on 05/20/2021 10:59:43 AM
and recorded in the
Power of Attorney
Book 000: Page 150 - 150
James R Pitcock, Chancery Clerk

Ashley Parnell, D.C.

CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain
GENERAL DURABLE POWER OF ATTORNEY wherein I appointed ROBERT SULLIVANT,
JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or
about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

SO CANCELED, REVOKED AND NULLIFIED on this 20th day of May 2021.

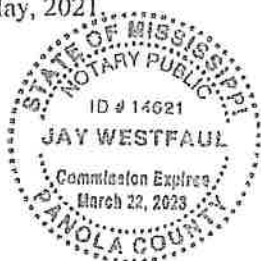
Robert Sullivan Sr.

ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction, the
within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable
Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of
May, 2021.



Jay Westfaul

NOTARY PUBLIC

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

ACCOUNTING

COMES NOW, the Defendant, Robert Sullivan, Jr., hereafter "Jr.," through undersigned counsel, and for his ACCOUNTING required by the Agreed Order dated the 17th day of November, 2021, in this matter, states the following:

1. Certain property was sold in Panola County, Mississippi. The Deed for which is attached as Exhibit "A." That property was property of my mother and because she died intestate and because I am their only child, it became the joint property of myself and my father in equal amounts.

2. That property was sold and the Closing Disclosure for that transaction is attached as Exhibit "B."

3. The check arising from the sale is attached as Exhibit "C."

4. \$230,000.00 of that check was deposited into the Joint Account at Regions Bank that I have with my father.

5. Because we were joint owners of that property, half of that check was my fathers, amounting to \$115,000.00 and the other half was mine.

6. Attached as Exhibit "D," is evidence of my transfer of \$50,000.00 to his T.D. AmeriTrade account.

7. Attached as Exhibit "E," is evidence of my payment of his Costco Visa in the amount

EXHIBIT

"E"

of \$6,000.00 for the benefit of my father

8. Attached as Exhibit "F," is evidence of my transfer to the joint account of \$5,000.00 for his use.

9. Attached as Exhibit "G," is evidence of the monthly mortgage obligation in the amount of \$937.44 monthly. Because he did not make these payments, I did for the months of August, September, October and November in the amount of \$937.44 each, one half of which should be charged to him, amounting to \$1,874.88.

10. I also paid his Centerpoint Energy gas bills and one half of these expenses should be charged to him, amounting to \$48.89.

11. I also paid his bill to Northeast Power and one half of these expenses should be charged to him, amounting to \$205.50.

12. I also paid his Home Depot Credit Card in the amount of \$200 on September 9 and a subsequent \$200 on October 19.

13. Attached as Exhibit "H," is my payment of his State Farm Insurance premium in the amount of \$435.05.


14. Taking these sums from \$115,000.00 results in \$51,035.70.

15. In terms of accounting for the Schwab account ending in the digits 6369, I have no records of what happened with this account, as it was closed more than five years ago. I do recall that it was closed in March of 2016, and that the funds were split with one portion going into the conservatorship account for my mother and the other half going into my father's T.D. AmeriTrade account. What my father did with the funds that were allocable to him past that point in within his knowledge and control.

16. I further state that the Charles Schwab account ending in account number 1125 was closed on March 14, 2016, and the assets there transferred to the T.D. AmeriTrade account of his father, amounting to cash in the amount of \$182,473.00 and 967 QQQ shares. What my father did with these funds once they went into his individual T.D. AmeriTrade account is within the control and power of my father.

THEREFORE, having accounted for the proceeds arising out of the sale of the Panola County property, as required by this Court's recent Order, Robert Sullivant, Jr. asks that this Court accept this accounting and discharge him from any further responsibility arising out of that Order. Robert Sullivant, Jr. asks for such other relief as this Court may find merited under the circumstances.

Respectfully submitted, this the 9th day of December, 2021.



ROBERT SULLIVANT, JR., DEFENDANT

STATE OF MISSISSIPPI


COUNTY OF LAFAYETTE

I, Robert Sullivant, Jr., Defendant, after having been duly sworn, verify that to the best of my knowledge, information and believe, the matters set forth in the foregoing Accounting are true and correct.


Respectfully submitted, this the 9th day of December, 2021.


ROBERT SULLIVANT, JR.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 9th day of December, 2021.


NOTARY PUBLIC

Prepared by:



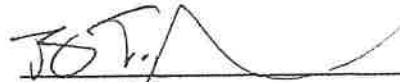
BRADLEY T. GOLMON (MSB #10261)
Counsel for Defendant, Robert Sullivant, Jr.
HOLCOMB, DUNBAR, WATTS, BEST,
MASTERS & GOLMON, P.A.
400 Enterprise Drive
Post Office Drawer 707
Oxford, MS 38655
Telephone (662) 234-8772
Facsimile (662) 238-7552

CERTIFICATE OF SERVICE

I, BRADLEY T. GOLMON, do hereby certify that a copy of the foregoing document has been mailed, postage prepaid, to the following:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Post Office Drawer 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 facsimile

THIS, the 1st day of December, 2021.



BRADLEY T. GOLMON



Book 2021 Page 2176
Deed
05/05/2021 09:56:32 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was file
on 05/05/2021 09:56:32 AM
and recorded in the
Deed
Book 2021 Page 2176 - 2178
James R Pitcock, Chancery Clerk

Ashley Parnish, D.C.

WARRANTY DEED

GRANTORS:

ROBERT SULLIVANT SR.
ROBERT SULLIVANT JR.
*1002 Crawford Cir
Oxford MS 38655
(602) - 739-9915*

GRANTEE:

JENNIFER CARR
7032 Pope Water Valley Rd.
Pope, MS 38658
(901) 515-7348

Indexing: A PART OF THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10
SOUTH, RANGE 6 WEST

PREPARED BY & RETURN TO:

BAILEY WOMBLE & YELTON
JAMES ANDREW YELTON/MSB#10800
P. O. Box 1615
Batesville, MS 38606
(662) 563-4508

STATE OF MISSISSIPPI

COUNTY OF PANOLA

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths (\$10.00) Dollars, this
day, cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of

Exhibit "A"

Book 2021 Page 2177
Deed
05/05/2021 08:56:32 AM

which is hereby acknowledged, WE, **ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR.**, do hereby grant, bargain, sell, convey and warrant unto, **JENNIFER CARR**, the following described property located in the Second Judicial District of Panola County, Mississippi, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI, RUN THENCE SOUTH FOR A DISTANCE OF 1856.33 FEET; RUN THENCE EAST FOR A DISTANCE OF 5286.35 FEET TO THE POINT OF BEGINNING, RUN THENCE WEST FOR A DISTANCE OF 1461.51 FEET TO THE CENTER OF A DITCH; RUN THENCE N 44° 44'48" E ALONG SAID DITCH FOR A DISTANCE OF 202.02 FEET TO A FENCE LINE; RUN THENCE NORTH ALONG SAID FENCE FOR A DISTANCE OF 1669.46 FEET TO THE SOUTH RIGHT-OF-WAY OF POPE-SHUFORD ROAD; RUN THENCE S 89°33' 12" E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 1320.00 FEET; RUN THENCE S 00°01'16" W FOR A DISTANCE OF 1802.65 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI AND CONTAINING 55.00 ACRES.

Said property being Tract 1 in Deed of record in Book W-9 at Page 1.

Grantors certify that they are single.

Subject to all public and private road rights-of-way and public utility easements, recorded and unrecorded. Also subject to the Ordinances of Panola County, Mississippi, including Subdivision, Zoning and Building.

Taxes and assessments on said property for the year 2021 were pro-rated as of the date of this instruments and Grantee assumes the responsibility to pay the same when they become due and payable.

Book 2021 Page 2178
Deed
05/05/2021 08:56:32 AM

WITNESS OUR SIGNATURES, this the 5 day of May, 2021.

Robert Sullivan Sr.
ROBERT SULLIVANT SR.

Robert Sullivan Jr.
ROBERT SULLIVANT JR.

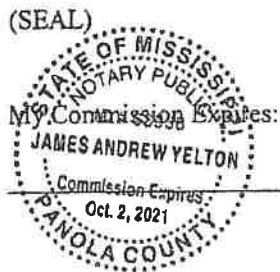
STATE OF MISSISSIPPI

COUNTY OF PANOLA

THIS DAY personally appeared before me, the undersigned authority within and for the said county and state, on this the 5 day of May, 2021, within my jurisdiction, the within named ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR., who acknowledged that they executed the above and foregoing instrument.

SWORN TO AND SUBSCRIBED before me on this the 5 day of May, 2021.

[Signature]
NOTARY PUBLIC



Closing Disclosure

Closing Information

Date Issued 4/8/2021
 Closing Date 6/5/2021
 Disbursement Date 5/5/2021
 Settlement Agent Bailey & Womble Law Firm
 File # Can, Jennifer (RE)
 Property 7032 Pope Water Valley Rd
 Pope, MS 38858
 Sale Price \$254,000.00

Transaction Information

Borrower Jennifer Carr
 Seller Robert Sullivan Sr & Robert Sullivan Jr

Summaries of Transactions

SELLER'S TRANSACTION			
M. Due to Seller at Closing			\$254,000.00
01 Sale Price of Property			\$254,000.00
02 Sale Price of Any Personal Property Included in Sale			
03			
04			
05			
06			
07			
08			
Adjustments for Items Paid by Seller in Advance			
09 City/Town Taxes	to		\$ 0.00
10 County Taxes	to		\$ 0.00
11 Assessments	to		\$ 0.00
12 <input type="checkbox"/>	to		\$ 0.00
13			
14			
15			
16			
N. Due from Seller at Closing			\$18,727.43
01 Excess Deposit			
02 Closing Costs Paid at Closing (J)			\$19,547.00
03 Existing Loan(s) Assumed or Taken Subject to			
04 Payoff of First Mortgage Loan			
05 Payoff of Second Mortgage Loan			
06			
07			
08 Seller Credit			\$ 0.00
09			
10			
11			
12			
13			
Adjustments for Items Unpaid by Seller			
14 City/Town Taxes	to		\$ 0.00
15 County Taxes	1/1/2021 to 5/5/2021		\$180.43
16 Assessments	to		\$ 0.00
17 <input type="checkbox"/>	to		\$ 0.00
18			
19			
CALCULATION			
Total Due to Seller at Closing (M)			\$254,000.00
Total Due from Seller at Closing (N)			(\$18,727.43)
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller			\$236,272.67

Contact Information

REAL ESTATE BROKER (B)	
Name	Kessinger Real Estate
Address	2801 Old Taylor Road Oxford, MS 38855
License ID	S-30883
Contact	McKenzie Darnell
Contact License ID	
Email	Mckenzedarnell4@gmail.com
Phone	(662) 234-5555
REAL ESTATE BROKER (S)	
Name	Tom Smith Land & Homes
Address	801 Crescent Blvd, 103 Ridgeland, MS 39167
License ID	19544
Contact	Michael Dewart
Contact License ID	
Email	
Phone	(662) 268-6333
SETTLEMENT AGENT	
Name	Bailey & Womble Law Firm
Address	357 Highway 81 North Batesville, MS 38806
License ID	0007
Contact	James A Yelton
Contact License ID	10800
Email	andy@panola.com
Phone	(662) 693-4606

? Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Exhibit "B"

Closing Cost Details

Loan Costs	Seller-Paid	
	At Closing	Before Closing
A. Origination Charges		
01 1.3% of Loan Amount (Points)		
02 Processing Fee		
03 Underwriting Fee		
04		
05		
06		
B. Services Borrower Did Not Shop For		
01 Appraisal Fee		
02 Credit Monitoring Service		
03 Credit Report		
04 Flood Determination		
05 Flood Life of Loan		
06 Life of Loan Tax		
07 Tax Certification		
08		
09		
10		
C. Services Borrower Did Shop For		
01 Title Closing fee to Bailey & Womble Law Firm		
02 Title Document Prep to Bailey & Womble Law Firm		
03 Title Overnight Mail to Bailey & Womble Law Firm		
04 Title CPL to Security Title		
05 Title Lenders Title Insurance to Security Title		
06		
07		
08		
Other Costs \$		
E. Taxes and Other Government Fees		
01 Recording Fees	Deed: \$26.00 Mortgage: \$41.50	
02 Transfer Tax to:		
F. Prepays		
01 Homeowner's Insurance Premium (mo.) to:		
02 Mortgage Insurance Premium (mo.) to:		
03 Prepaid Interest per day from to		
04 Property Taxes (mo.) to:		
05		
G. Initial Escrow Payment at Closing		
01 Homeowner's Insurance	per month for mo.	
02 Mortgage Insurance	per month for mo.	
03 Property Taxes	per month for mo.	
04	per month for mo.	
05	per month for mo.	
06	per month for mo.	
07		
08 Aggregate Adjustment		
H. Other		
01 Real Estate Commission	\$7,620.00 to: Kessinger Real Estate	\$7,620.00
02 Real Estate Commission	\$7,620.00 to: Tom Smith Home and Land	\$7,620.00
03 Termite Report to Pass Termite		\$107.00
04 Deed Preparation to Bailey & Womble Law Firm		\$200.00
05 Title Owners title insurance (optional) to Security Title		
06		
07		
08		
09		
10		
11		
J. TOTAL CLOSING COSTS	\$15,647.00	\$ 0.00

CERTIFICATION

I have carefully reviewed this Closing Disclosure and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Disclosure form.

Robert Sullivan Sr. Seller
Robert Sullivan Sr

Robert Sullivan Jr. Seller
Robert Sullivan Jr

To the best of my knowledge the Closing Disclosure which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

APLH Settlement Agent 5-5-21 Date
Bailey & Worble Law Firm

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

BATES NO. 0324

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

BAILEY, WOMBLE & YELTON
ESCROW ACCOUNT 2
P.O. BOX 1615
BATESVILLE, MS 38605-4115

BANCORP SOUTH BANK
BATESVILLE, MS 38606
85-127/842

7894

5/5/2021

PAY TO THE ORDER OF Robert Sullivant & Robert Sullivant, Jr.

\$**238,272.57

Two Hundred Thirty-Eight Thousand Two Hundred Seventy-Two and 57/100***** DOLLARS

PROTECTED AGAINST FRAUD

Robert Sullivant & Robert Sullivant, Jr.

MEMO

Jennifer Carr - RE (Loan Proceeds)

⑈007894⑈



© 2014 FINVU, INC. 1-800-433-6419

Details on Back
Infrared CheckLock™ Secure Check

Exhibit "C"

[Printer-friendly page](#) | [Page help](#)

History & Statements

[Transactions](#) [Statements](#) [Confirmations](#) [Shareholder Library](#)

Account Balances

6/1/2021 Cash balance	\$225,037.13
6/30/2021 Cash balance	\$2,738.82
Net change	\$0.00

Looking for tax documents?

To find 1099s and other tax documents, [go to the Tax Center](#).

Type:

View range: [Month-to-date](#) | [1 day](#) [7 days](#) [14 days](#) [30 days](#) [60 days](#)

View year: [2021](#) [2020](#) [2019](#) [2018](#)

View dates: to:

You can search a date range of up to one year.

Sweeps: Hide sweeps
Sweeps are uninvested cash transactions that move in and out of cash alternatives.

[View](#) or [Download](#)

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

Date/Time	Description	Amount	Commission	Reg Fee	Details
06/02/2021 17:23:12	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	-230,000.00	0.00	0.00	
06/09/2021 14:43:13	CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW)	50,000.00	0.00	0.00	

An indication on this page that an interest payment is "taxable" or "non-taxable" refers to federal taxation only. Interest income may be subject to AMT or state and local taxes. TD Ameritrade does not provide tax advice. Please consult a qualified tax advisor to discuss your individual tax situation.

Exhibit "D"

[Open an account](#) [Find a branch](#) [Contact us](#) [Screen share](#)

[Accessibility](#) [Privacy policies](#) [TD Ameritrade Holding Corp](#) [Mobile](#) [Minimum requirements](#) [Forms](#) [Security settings](#)

Account rsullivantsr [Collapse](#)

[Quote](#) Options: Enter underlying symbol and click Chain | Index: use "S" (e.g. \$DJI)

Action	Quantity	Stock	Options	Order type	Price	Time-In-force
Buy	<input type="text"/>	<input type="text"/>	<input type="text"/>	Limit	<input type="text"/>	Day



Costco Anywhere Visa® Card by Citi-5139

Current Balance	Last Statement Balance
\$8,763.50	\$8,289.33
Available Revolving Credit \$10,691.60	Minimum Payment Due \$188.21
Statement closing Nov 22	Payment due Nov 20
COSTCO <small>WHOLESALE</small>	
Costco Cash Rewards Balance (Year to Date) \$ 248.05	

Transactions

Statement closed Jul 22, 2021

Posted Total -\$1,339.64

Exhibit "E"

Date	Cardmember	Description	Amount
Jul 22, 2021	ROBERT B SULLIVANT	INTEREST CHARGED TO STANDARD PURCH	\$104.07
Jul 21, 2021	ROBERT SULLIVANT	COSTCO WHSE #0352 CORDOVA TN	\$99.51
Jul 19, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$115.08
Jul 16, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$10.89
Jul 14, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$25.23
Jul 13, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$23.44
Jul 12, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$28.65
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #1468 BATESVILLE MS	\$6.26

Date	Cardmember	Description	Amount
Jul 12, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$45.48
Jul 10, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$140.33
Jul 09, 2021	ROBERT B SULLIVANT	AUTOPAY 191023041527247RAUTOPAY AUTO-PMT	-\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	1070921 AUTOPAY RTN R01-INSUFFICIENT FUN	\$209.83
Jul 09, 2021	ROBERT B SULLIVANT	STRAIGHTTALK*SERVICES 877-430-2355 FL	\$17.28
Jul 09, 2021	ROBERT B SULLIVANT	FAM RWRDS 8773782158 877-3782158 MN	\$19.95
Jul 09, 2021	ROBERT B SULLIVANT	RETURN CHECK FEE - 070921	\$29.00
Jul 08, 2021	ROBERT B SULLIVANT	ELMCROFT SENIOR LIVING LAKE OSWEGO OR	\$3,274.84

Date	Cardmember	Description	Amount
Jul 07, 2021	ROBERT B SULLIVANT	MCAFFEE *WWW.MCAFFEE.COM 866-622-3911 TX	\$128.39
Jul 06, 2021	ROBERT B SULLIVANT	ONLINE PAYMENT, THANK YOU	-\$6,000.00
Jul 06, 2021	ROBERT B SULLIVANT	WAL-MART #1468 BATESVILLE MS	\$20.31
Jul 06, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$24.07
Jul 04, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$49.50
Jul 03, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$24.34
Jul 02, 2021	ROBERT B SULLIVANT	DPI 8447073780 844-7073780 MN	\$24.95
Jul 02, 2021	ROBERT SULLIVANT	MY OXFORD STORAGE 662-513-0199 MS	\$120.00

Date	Cardmember	Description	Amount
Jul 02, 2021	ROBERT SULLIVANT	GOOGLE *YouTube TV 855-836-3987 CA	\$69.54
Jul 01, 2021	ROBERT B SULLIVANT	MURPHY6789ATWALMART BATESVILLE MS	\$19.62
Jun 29, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$33.39
Jun 29, 2021	ROBERT B SULLIVANT	C SPIRE RECURRING PAY CMITCHELL@CSPMS	\$41.00
Jun 27, 2021	ROBERT B SULLIVANT	WAL-MART #0699 OXFORD MS	\$22.00
Jun 27, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$15.37
Jun 24, 2021	ROBERT B SULLIVANT	MURPHY7566ATWALMART OXFORD MS	\$27.29
Jun 24, 2021	ROBERT B SULLIVANT	WM SUPERCENTER #699 OXFORD MS	\$28.11

Date	Cardmember	Description	Amount
Jun 22, 2021	ROBERT B SULLIVANT	SQ *COLEMAN'S BARBQ, LLC Senatobia MS	\$20.68
Jun 22, 2021	ROBERT SULLIVANT	KROGER FUEL #5473 OXFORD MS	\$51.79
End of activity			-\$1,339.64
<i>Pending purchases</i>			\$0.00
Purchases			\$4,527.29
Cash advances			\$0.00
Payments/credits			-\$6,000.00
Fees/interest			\$133.07

Personal

ROBERT B SULLIVANT JR *7217

<u>AVAILABLE BALANCE</u>	<u>PROJECTED AVAILABLE BALANCE</u>	<u>POSTED BALANCE</u>	<u>TOTAL OFFERS</u>	<u>EARNED REWARDS</u>
\$7,876.39	\$7,876.39	\$9,940.05	12	\$0.00

Activity Statements & Docs

[Account History](#)

Search for Transactions

Find posted transactions using any or all of the following options:

Date Range:

From:

To:

90 day custom range

07/06/2021

10/3/2021

Close
X

*Note: up to 18 months of transaction history can be searched using 90 day increments

Types:

Transfer

Amount Range:

Any amount

Check Numbers:

All

Reset

Pending Activity

Status	Type	Description	Amount
--------	------	-------------	--------

No transaction history records were found.

Posted Activity

Date	Type	Description	Amount
7/6/2021	Transfer	EB TO CHECKING # *****8739	-\$5,000.00



Send holiday funds with a Regions Gift Card or Western Union money transfer. Find a branch.

Exhibit "F"



PHH Mortgage Services
P.O. Box 5452
Mt. Laurel, NJ 08054-5452

Your monthly mortgage statement

To obtain information about your account:
Visit: www.MortgageQuestions.com
Call toll free: 1-800-449-8767
Email us: CustomerCare@mortgagefamily.com
Fax: 1-856-917-8300



0001169 02 MB 0.482 **AUTO T7 0 3498 38855-091111 -C05-P01169-I 45 RE90 PH1



ROBERT BURNETT SULLIVANT SR
PO BOX 911
OXFORD, MS 38655-0911

Statement Date: 10/5/2021

Account Information	
Property Address	1002 CRAWFORD CIR OXFORD, MS 38655
Outstanding Balance (not payoff amount)	\$132,572.67
Current Interest Rate	3.6250%
Prepayment Penalty	No
Escrow Balance	\$1,931.20
Suspense Balance	\$878.75
Maturity Date	05/01/2050

Past Payments Breakdown		
	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$1,948.20
Interest	\$0.00	\$3,633.87
Escrow (Taxes and/or Insurance)	\$58.69	\$2,502.75
Fees	\$0.00	\$0.00
Optional Products	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$878.75	\$878.75
Total	\$937.44	\$8,963.57

Transaction Activity			Principal (\$)	Interest (\$)	Escrow (\$)	Late Charges, Shortages & Fees (\$)	Suspense & Other (\$)	Optional Products (\$)	Total (\$)
09/17		Payment Reversal	-\$219.09	-\$401.14	-\$317.21	\$0.00	\$937.44	\$0.00	\$0.00
09/17		Payment Reversal	-\$218.43	-\$401.80	-\$317.21	\$0.00	\$937.44	\$0.00	\$0.00
09/17		Payment Reversal	-\$217.77	-\$402.46	-\$258.52	\$0.00	\$878.75	\$0.00	\$0.00
09/20		Returned Item	\$0.00	\$0.00	\$0.00	\$0.00	-\$878.75	\$0.00	\$0.00
09/21	09/09	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$878.75	\$0.00	\$878.75
09/21	08/09	Payment	\$217.77	\$402.46	\$317.21	\$0.00	-\$937.44	\$0.00	\$0.00
09/21	09/08	Payment	\$218.43	\$401.80	\$317.21	\$0.00	-\$937.44	\$0.00	\$0.00
10/04		Assessed Expense - INSPECTION FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00
10/05	10/05	Payment	\$219.09	\$401.14	\$317.21	\$0.00	\$0.00	\$0.00	\$937.44
09/20	0000	Return Item Charge Waived	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Loan number: [REDACTED]
Payment Due Date: 11/1/2021
Amount Due: \$1,889.88
If payment is received after 11/16/2021, a \$24.80 late fee may be charged.

Explanation of Amount Due	
Principal	\$220.41
Interest	\$399.82
Escrow (Taxes and/or Insurance)	\$317.21
Optional Products/Other	\$0.00
Regular Monthly Payment	\$937.44
Total New Fees and Charges	\$0.00
Outstanding Unpaid Late Charges, Returned Item Charges, Shortages and Other Fees	\$0.00
Assessed Expenses	\$15.00
Past Due Payment(s)	\$937.44
Total Amount Due	\$1,889.88

Important Messages

You are currently due for the 10-1-2021 payment. Your last full payment was applied to the payment due 9-1-2021.

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Please note that this is not the payoff quote and any amount less than the payoff quote will be returned. Please contact us for payoff quote.

3498-05-02-0001169-0001-0002863

Exhibit "G"

State Farm Mutual Automobile Insurance Company
PO Box 89000
Atlanta GA 30356-9900



AT2 002337 0008 A-180E A
SULLIVANT, ROBERT B &
SULLIVANT SR, ROBERT
1002 CRAWFORD CIR
OXFORD MS 38655-6107

AUTO RENEWAL

PREMIUM PAID: \$435.05

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: [REDACTED]

Your State Farm Agent

WILL POOLE

Office: 662-234-7574

Address: 1601 JACKSON AVE W
OXFORD, MS 38655-4252

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: [REDACTED]
Policy Period: November 23, 2021 to May 23, 2022

Vehicle:
2015 BUICK LACROSSE

Principal Driver:
ROBERT B SULLIVANT

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number 311 8580-E23-24
Prepared October 13, 2021
1004583

Page number 1 of 4
143562 202 01-15-2018



rol our discoun with Drive Safe & Sav

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll. Text **SAVE** to **78836** or contact your agent, WILL POOLE, at 662-234-7574.

TP41



INFORMA IO

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2015 BUICK LACROSSE	1G4GB5G31FF114547	ROBERT SULLIVANT, a single male, who will be age 55 as of November 23, 2021.	To Work, School or Pleasure.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2016 TOYOTA 4 RUNNER

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of November 23, 2021	Gender	Marital Status
ROBERT SULLIVANT SR	88	Male	Single
ROBERT B SULLIVANT	55	Male	Single

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

R NOTICE PR

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such

(continued on next page)

10
AUG
16

CenterPoint Energy

-\$27.52

\$289.76

Original Description

CPENERGY ENTEX ENT ACH EB

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

3 ; CenterPoint Energy -\$70.27 \$39,848.02



Original Description

CPENERGY ENTEX ENT ACH EB

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

SEP 2  **Nemsepa Payment** -\$51.38 \$33,986.64

Original Description

NEMSEPA PAYMENT

Account ROBERT B SULLIVANT JR * 7217

Personal Memo Add a personal memo 
(optional)

Show More Details

P



Nemsepa Payment

\$33,828.50

-\$158.14



NEMSEPA PAYMENT

Original Description

ROBERT B SULLIVANT JR * 7217

Account

Add a personal memo 
(optional)

Personal Memo

Show More Details

SEP

7



Home Depot Credit Card

-\$200.00

\$33,598.81



Original Description

HOME DEPOT ONLINE PMT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

ICT

4

Nemsepa Payment



-\$50.15

\$4,788.64

Original Description



NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

OCT 4  -\$151.33 \$4,637.31

Original Description

NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

[Show More Details](#)

2

CT

9

Home Depot Credit Card



-\$200.00

\$4,219.95



Original Description

HOME DEPOT ONLINE PMT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details


HOLCOMB DUNBAR
ATTORNEYS
OXFORD • JACKSON

November 12, 2021

Bradley T. Golmon

Email: bgolmon@holcombdunbar.com

Via Electronic Mail -
salford@swayzealfordlaw.com
T. Swayze Alford
ATTORNEY AT LAW
Post Office Box 1820
Oxford, Mississippi 38655

**RE: Robert Sullivant, Sr. vs. Robert Sullivant, Jr.
In the Chancery Court of Lafayette County, Mississippi
Cause No.: 2021-612(W); HD File No. 121197**

Dear Swayze:

I attached to this email a copy of the Closing Disclosure, the proceeds check, and the Deed, arising out of the sale of the farm house property in Panola County. From this information you will see that both Sullivant, Sr. and Sullivant, Jr. were Grantees, as well as Payees. This is because title to the farm house was in the name of their wife/mother. Her Estate was an intestate Estate and Jr. is the only child. For that reason, her interest went half into her husband and half into her son. I also attach the Closing Order for that Estate so that you can see how that ended.

With this demonstrated to you, I think you will agree with me that what my client did was certainly no worse than what your client did, except that my client almost immediately turned back around and made \$50,000.00 available to his father. This puts me in a position to assert the unclean hands doctrine and that these parties are at least *in pari delicto*.

I have instructed my client to get me some proof of the \$50,000.00 and how that was made available to your client. I attach the T. D. Ameritrade screen shot that shows on June 9, 2021, that \$50,000.00 was deposited. I have also asked him to get me some documentation of how these proceeds were used to pay a \$6,000.00 credit card bill in your client's name. I attach the Costco Visa account information that reflects payment of that \$6,000.00 on June 6, 2021. He has also incurred your client's auto insurance and some other expenses that I hope to be able to detail to you no later than Monday.

EXHIBIT

"911"

HOLCOMB DUNBAR, P.A.

November 12, 2021

Page 2

Once these things are in your hands, I suggest an Agreed Order that compels my client to return the balance of the funds to your client. My client is amenable to doing so if we can settle on the right figure.

I look forward to hearing from you.

Sincerely,

HOLCOMB DUNBAR ATTORNEYS

A handwritten signature in black ink, appearing to read 'BTG', with a long, sweeping horizontal line extending to the right.

Bradley T. Golmon

BTG/mss

Enclosures *as indicated*

HOLCOMB, DUNBAR, WATTS, BEST, MASTERS & GOLMON, P.A.

400 Enterprise Drive / Post Office Drawer 707 / Oxford, Mississippi 38655-0707

662-234-8775 / Fax: 662-238-7552 / holcombdunbar.com

Carson Lancaster

From: Swayze Alford
Sent: Friday, December 10, 2021 12:25 PM
To: Carson Lancaster
Subject: Fwd: Sullivan, Sr. v. Sullivan, Jr. - addition to the accounting (HD File No. 121197)
Attachments: image001.jpg; image002.jpg; Accounting - Smaller Sums (01183055xA4E38).PDF

Sent from my iPhone

Begin forwarded message:

From: Brad Golmon <bgolmon@holcombdunbar.com>
Date: December 10, 2021 at 12:10:08 PM EST
To: Swayze Alford <salford@swayzealfordlaw.com>
Cc: Melinda Stricklin <mstricklin@holcombdunbar.com>
Subject: Sullivan, Sr. v. Sullivan, Jr. - addition to the accounting (HD File No. 121197)

Dear Swayze:

I attach to this email the documentary proof of the payment of the utility expenses and the Home Depot credit card. I also have in hand the credentials in a sealed envelope. I will have those delivered to your office today. My client will also transfer the sum in the ACCOUNTING to your client's TD Ameritrade account today and I will let you know as soon as I have confirmation that has been accomplished.

Sincerely,

Bradley T. Golmon

Partner

Holcomb, Dunbar, Watts, Best, Masters & Golmon, PA

P: 662.234.8775

F: 662.238.7552

A: P.O. Drawer 707

400 Enterprise Drive

Oxford, Mississippi 38655

W: holcombdunbar.com

E: bgolmon@holcombdunbar.com

Confidentiality Notice

EXHIBIT

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2021 NOV 17 A 11:43

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

CHANCERY CLERK

PLAINTIFF

VS.

BY DC

RA

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

DEFENDANT

AGREED ORDER OF CONTINUANCE AND RESETTING

Upon agreement of the parties for a continuance of the hearing on the Plaintiff's *Complaint* currently set for November 17, 2021 at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi, and the Court, being advised in the premises thereof that the parties agree to a continuance of the aforementioned hearing,

IT IS, THEREFORE, ORDERED AND ADJUDGED that the hearing set for November 17, 2021 at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi, is hereby continued and reset for hearing December 10, 2021, at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi.

It is further ordered that Defendant, Robert Sullivant Jr. shall provide a full sworn accounting of all monies that he has spent for the benefit of the Plaintiff, Robert Sullivant Sr. on or before December 10, 2021; and Defendant shall provide a full sworn accounting of the remaining funds from the \$230,000 transferred from Plaintiff's account; and Defendant shall also provide a full sworn accounting of the monies from the Charles Schwab accounts 2454-6369 and 8175-1125.

Defendant is enjoined from transferring, disposing, selling, or depleting any monies in his possession that he obtained from Plaintiff's accounts.

EXHIBIT

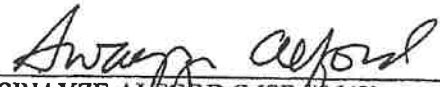
6/1/11

SO ORDERED AND ADJUDGED this, the 17th day of November, 2021.




CHANCELLOR

AGREED:



SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)
Counsel for Plaintiff



BRAD GOLMON (MSB #12251)
Counsel for Defendant

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2021 DEC -9 P 4:50

PLAINTIFF

VS.

CHANCERY CLERK

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

BY DC TS

DEFENDANT

AGREED ORDER OF CONTINUANCE AND RESETTING

Upon agreement of the parties for a continuance of the hearing on the Plaintiff's *Complaint* currently set for December 10, 2021 at 9:30 a.m., at the Marshall County Courthouse in Holly Springs, Mississippi, and the Court, being advised in the premises thereof that the parties agree to a continuance of the aforementioned hearing,


IT IS, THEREFORE, ORDERED AND ADJUDGED that the hearing set December 10, 2021 at 9:30 a.m., at the Marshall County Courthouse in Holly Springs, Mississippi, is hereby continued and reset for hearing January 31, 2022, at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi.

Defendant is enjoined from transferring, disposing, selling, or depleting any monies in his possession that he obtained from Plaintiff's accounts.

SO ORDERED AND ADJUDGED this, the 9th day of December, 2021.


CHANCELLOR

AGREED:


SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)
Counsel for Plaintiff


BRAD GOLMON (MSB#10261)
Counsel for Defendant

EXHIBIT

"12"

SCANNED

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

DEFENDANT

AFFIDAVIT OF ROBERT SULLIVANT SR.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Comes now, Plaintiff, Robert Sullivan, Sr., and who states on his oath as follows:

1. I am an adult resident of Lafayette County, MS and competent to testify herein.
2. On July 12, 2017, I executed a general Durable Power of Attorney appointing my son, Robert Sullivan Jr. as my lawful agent and attorney in fact.
3. On May 19, 2021, I opened a money market account with Regions Bank that was solely in my name. That same day, I transferred \$230,000 from a Regions account that was an account jointly held with Sullivan, Jr.
4. On May 20, 2021, I executed a Cancellation of Durable Power of Attorney which I filed with the Panola County Chancery Clerk and provided a copy to Regions Bank in Batesville, MS.
5. Despite my intention that Sullivan Jr. no longer had my power of attorney, Sullivan Jr. used the power of attorney to withdraw \$230,000.00 from my Regions Bank Money Market account. Sullivan Jr. did not discuss with me that he was withdrawing the

EXHIBIT

"13"

money, nor did he inform me where he was depositing the money. The withdrawal of this money by Sullivant Jr. was without my permission, without my knowledge, and without my consent. I knew that Sullivant Jr. had taken my money and he had not discussed it with me nor told me where the money was after the withdrawal.

6. I hired Swayze Alford to get my money back for me. I filed a Complaint against Sullivant Jr. for the return of the money that he had taken from my account.
7. It was only after the Complaint was filed and served on Sullivant Jr. that his attorney Brad Golmon informed Mr. Alford that Sullivant Jr. had deposited \$50,000 into a TD Ameritrade account in my name. I was not aware of the TD Ameritrade account and I was not told by Sullivant Jr. that he had made a deposit into the account. I never had access to the account and even after the money was deposited, I was not able to access the account. Sullivant Jr. set up the account and the access to the account was set up by Sullivant Jr. It was only after the Complaint was filed that the information was provided by Mr. Golmon to my attorney for access to the account.
8. After the Complaint was filed, pursuant to a court order, Sullivant Jr. provided an accounting of bills that he purportedly paid for me. I was not aware of the payment of the bills until after the Complaint was filed. These bills were paid without my permission, knowledge or consent.
9. Sullivant Jr. used the Costco credit card so I dispute that all of the charges listed in the accounting belonged to me.
10. Sullivant Jr. took a credit for paying half of the mortgage and utilities for me during a time that I did not live in the home. I dispute the credit taken by Sullivant Jr. for payment

of these expenses for me. I did not agree that I would pay half of the expenses when I did not live there.

11. Even after taking the offsets for money returned to me and the expenses paid for me, Sullivant Jr. admitted that he still held over \$50,000.00 that belonged to me.
12. After the filing of the Complaint and the accounting ordered by the court, Sullivant, Jr. returned over \$50,000 to my T.D. Ameritrade account.

This the 3 day of January, 2023.

Robert Sullivant Sr.
ROBERT SULLIVANT SR.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

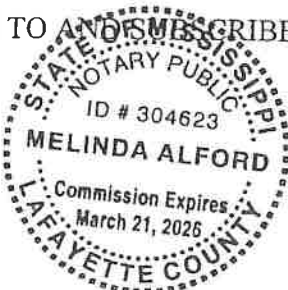
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named ROBERT SULLIVANT SR. , who being first duly sworn, stated on his oath, that all of the facts, matters and allegations contained in the foregoing affidavit are true and correct as therein stated, to the best of his knowledge.

WITNESS MY SIGNATURE, this the 3 day of January, 2023.

Robert Sullivant Sr.
ROBERT SULLIVANT SR.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 3 day of January, 2023.

[SEAL]



Melinda Alford
NOTARY PUBLIC

My Commission Expires: _____

Kayla Ware

From: Swayze Alford
Sent: Tuesday, December 28, 2021 4:43 PM
To: Brad Golmon
Cc: Carson Lancaster
Subject: RE: Sullivant - the pending sale (HD File No. 121197)

Brad,

As we discussed on the phone, my client is at the stage of life that he prefers to have the money from the sale in his hands rather than tied up in another piece of investment property. I don't see how that is an indication of a dangerous financial decision. Seems perfectly rational that he would rather enjoy the money than potentially die while owning some investment property. AT any rate, that decision is up to him. As I indicated to you, my client is willing to close on the sale of the property after the first of the year to accommodate your client as long as the buyers have no objection. I have tried to inform Matt Moore but did not get him this afternoon.

Also, you sent the credentials for Mr. Sullivant to access his TD Ameritrade account. However, when the access information is put into the login, your client's cell phone number comes up to verify the account. SO my client still does not have access to the account. Please have your client change the phone number on the account. I look forward to hearing from you.

Sincerely,

Swayze Alford, Esq.
Swayze Alford Attorney At Law
Post Office Box 1820
1221 Madison Avenue
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax
swayzealford.com

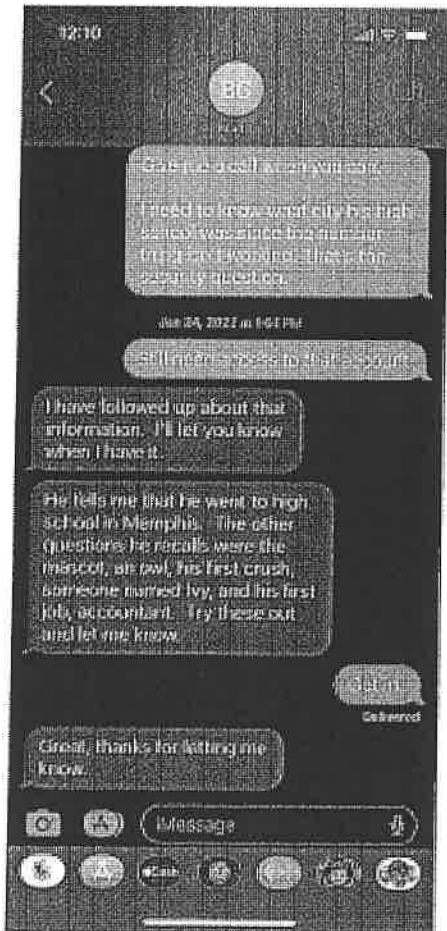
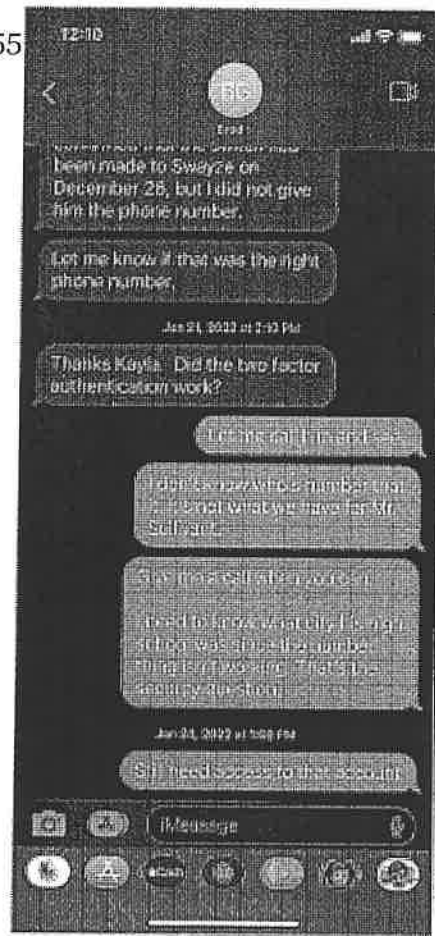
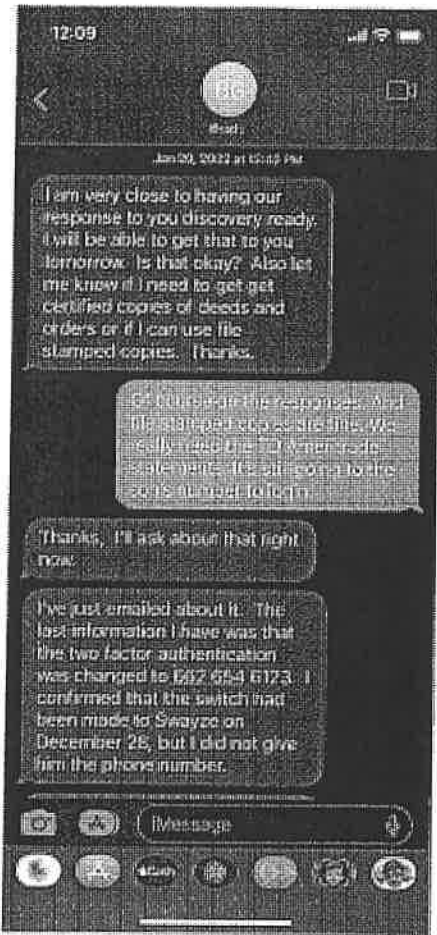
Confidentiality Note:

This message and any files transmitted with it are confidential and also contain legally privileged or proprietary information and protected by the attorney-client privilege, work product immunity or other legal rules. If you are not the named addressee, intended recipient and/or received this message by mistake you are not permitted to use, copy, forward or disclose it, in whole or in part, without the express consent of the sender. If you have received this email in error please notify the sender or system manager, and delete the foregoing message. E-mail transmissions cannot be guaranteed to be secure as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender does not accept liability for any errors or omissions in the contents of this message which arise as a result of e-mail transmission.

From: Brad Golmon [mailto:bgolmon@holcombdunbar.com]
Sent: Tuesday, December 28, 2021 3:32 PM
To: Swayze Alford <salford@swayzealfordlaw.com>
Cc: Melinda Stricklin <mstricklin@holcombdunbar.com>
Subject: Sullivant - the pending sale (HD File No. 121197)

EXHIBIT

"14"



EXHIBIT

"15"



HOLCOMB DUNBAR

ATTORNEYS

OXFORD • JACKSON

12/10/21

Credentials for Sr's TD Ameritrade
acct's.

rsullivan@tsr
HENRY_VZ

EXHIBIT

"16"

FILED
STATE OF MISSISSIPPI
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR. 2022 FEB -8 PM 2:42 PLAINTIFF
VS. CHANCERY CLERK CAUSE NO.: 2021-612(W)
ROBERT SULLIVANT, JR. [Signature] DEFENDANT

AGREED ORDER FOR INDEPENDENT MEDICAL EXAMS

THIS COURT, having been made aware of an agreement of the parties, now enters this
AGREED ORDER FOR INDEPENDENT MEDICAL EXAMS:

1. Pending before this Court is the Counterclaim of the Defendant and a part of the Counterclaim raised the issue of capacity.
2. Plaintiff disputes the allegation in the Counterclaim that he lacks capacity.
3. On account of this issue of capacity, the parties have agreed that two IMEs under Rule 35 shall take place.
4. These examinations will be conducted by Dr. Milton Hobbs and Dr. Brian Thomas.
5. Pursuant to Section 93-20-401(2), the conservatorship statute, the examinations will address whether Plaintiff is "unable to manage property or financial affairs because of a limitation in the adult's ability to receive and evaluate information or make or communicate decisions, even with the use of appropriate supportive services or technological assistance" and whether appointment is necessary to "avoid harm to the adult or significant dissipation of the property of the adult."
6. The TD Ameritrade account of Plaintiff will be preserved until further order of the Court.

EXHIBIT

17

SCANNED

7. Defendant will, on or before January 31, 2022 sign the closing papers for the sale to White Oak Ridge, LLC. The funds resulting from that sale will be held in trust by the Office of Swayze Alford until further Order of this Court.

8. The court also resets this matter for the 30th day of March, 2022 for all pending issues.

SO ORDERED, this the 8th day of February, 2022.

CHANCELLOR

AGREED:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Counsel for Plaintiff

Bradley T. Golmon, Esq. (MSB #10261)
Counsel for Defendant

MEDICAL AFFIDAVIT

Please complete this form to the best of your knowledge and ability.

Today's Date: 1/27/2023

Referring Court: Lafayette

EXAMINER INFORMATION

Examiner's Last Name: Perkins

First: Frank

Middle: N

Specialty: Psychiatry

Hospital / Medical Group Affiliation: Precise Forensic Services, PLLC

Years Practicing: 7

State of Licensure: MS

Address: 3531 Lakeland Drive, Suite 1060 Flowood, MS 39232

Designation: M.D. D.O. N.P. P.A.
Ph.D.

§§ 93-20-305 & 407

Professional evaluation

The chancery court must conduct a hearing to determine whether a guardian/conservator is needed for the respondent. Before the hearing, the court, in its discretion, may appoint a guardian ad litem to look after the interest of the person in question; the guardian ad litem must be present at the hearing and present the interests of the respondent.

The chancery judge shall be the judge of the number and character of the witnesses and proof to be presented, except that the proof must include certificates made after a personal examination of the respondent by the following professionals, each of whom shall make in writing a certificate of the results of that examination to be filed with the clerk of the court and become a part of the record of the case, two (2) licensed physicians; or one (1) licensed physician and either one (1) licensed psychologist, nurse practitioner, or physician's assistant.

The personal examination may occur face-to-face or via telemedicine, but any telemedicine examination must be made using an audio-visual connection by a physician licensed in this state and as defined in Section 83-9-351. A nurse practitioner or physician assistant conducting an examination shall not also be in a collaborative or supervisory relationship, as the law may otherwise require, with the physician conducting the examination. A professional conducting an examination under this section may also be called to testify at the hearing.

§ 93-20-301

Basis for appointment of guardian

The court may appoint a guardian for an adult when the respondent lacks the ability to meet essential requirements for physical health, safety or self-care because the adult is unable to receive and evaluate information or make or communicate decisions, even with appropriate supportive services or technological assistance; or the adult is found to be a person with mental illness or a person with an intellectual disability as defined in Section 41-21-61 who is also incapable of taking care of his or her person.

§ 93-20-401

Basis for appointment of conservator

The court may appoint a conservator for the property or financial affairs of an adult if the court finds by clear and convincing evidence that the adult is unable to manage property or financial affairs because of a limitation in the adult's ability to receive and evaluate information or make or communicate decisions, even with the use of appropriate supportive services or technological assistance; the adult is missing, detained, incarcerated, or unable to return to the United States.

Signature



Date

1/27/2023

PATIENT INFORMATION

Patient's Last Name: Sullivant

First: Robert

M: Burnell

Marital Status: Divorced

Is this the patient's legal name? If not, what is his / her legal name?

Yes No

Former name:

Birth date:

Age:

Sex:

11/19/1933

89

M F

Address: 100 Azaela Drive Apt 153 Oxford, MS 38655

Have you treated this patient in the past for his / her medical needs, whether related or unrelated to this exam?

Yes
 No

If yes, indicate the dates and circumstances within the last year, and / or reference if you have been the patient's personal physician for a period of time and the time frame:

Did a friend or family member accompany the patient during your examination?

Yes
 No

Name / Relationship to Patient:

Phone Number:

Is this the patient's primary caretaker?

Yes
 No

If the above named individual is not the patient's primary caretaker, who is? (Name / Phone / Relationship to Patient):

EVALUATION

MEDICAL HISTORY - Physical

Has the patient experienced	Physical Impairments or Chronic Pain:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
	Chronic Diseases or Illnesses:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
Are there any physical limitations affecting the patient's	Surgery within the past year	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
	Activities of Daily Living	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
In the last six months, has the patient had:	Cognitive / Memory Abilities	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
	Hospitalizations	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
	Therapy or Treatment	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
Patient's Current Condition / Status of Physical Illnesses:		Psychological or Psychiatric Testing <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN

Mr. Sullivant appears to have stable impairments in mobility requiring a walker and chronic medical condition of hypertension which he takes medications for.

History of Substance Abuse / Use Denies Substance Use Prescribed Medications Only

Drug(s) of Choice and Age of Onset: _____

Patterns of Substance Use / Abuse _____

How Much: _____

Methods of Use: Oral Snort Inject Insert Inhale Other: _____

Has the Patient Previously Sought Addiction Treatment? Yes No

How Often: _____

Previous Psychiatric Issues:
Patient denies any past psychiatric issues.

Do these psychiatric / mental illnesses affect the patient's ability to take care of him / herself? Yes No

Does the patient suffer from a developmental and / or intellectual disability? Yes No

Previous In-Patient or Out-Patient Psychiatric Treatment (with dates and location):
Patient denies and past inpatient or outpatient psychiatric treatment.

Does the Patient Indicate Homicidal Ideation or Behavior? Yes No

Does the Patient Indicate Suicidal Ideation or Behavior? Yes No

Describe Other Counseling and / or Therapeutic Experiences:
None known

Set forth the results of any tests which bear on the issue of incapacity and date of test (attach results if necessary):
MOCA (1/17/2023) - 20/30, Clock Drawing Impaired, Trail A 73 seconds, Trail B 300 sec (did not complete)

MEDICAL HISTORY - Mental

<p>Traumatic Event Exposure / History (Where applicable, identify type and date of event):</p> <p><input type="checkbox"/> Serious Accidents: _____</p> <p><input type="checkbox"/> Natural Disaster: _____</p> <p><input type="checkbox"/> Witness to Traumatic Event: _____</p> <p><input type="checkbox"/> Sexual Assault: _____</p> <p><input type="checkbox"/> Physical Assault: _____</p> <p><input type="checkbox"/> Childhood Molestation: _____</p> <p><input type="checkbox"/> Close Family / Friend Murdered: _____</p> <p><input type="checkbox"/> Homelessness: _____</p> <p><input type="checkbox"/> Victim of Stalking / Bullying: _____</p> <p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Other (Specify): _____</p>		<p>Social / Cultural History (Note / Describe Relationships as Appropriate):</p> <p>Parents: <input type="checkbox"/> Close <input type="checkbox"/> Amicable <input type="checkbox"/> Estranged <input checked="" type="checkbox"/> Other: Deceased</p> <p>Spouse / Partner: <input type="checkbox"/> Close <input type="checkbox"/> Amicable <input type="checkbox"/> Estranged <input checked="" type="checkbox"/> Other: Deceased</p> <p>Children: <input type="checkbox"/> Close <input type="checkbox"/> Amicable <input checked="" type="checkbox"/> Estranged <input type="checkbox"/> Other: _____</p> <p>Siblings: <input type="checkbox"/> Close <input type="checkbox"/> Amicable <input type="checkbox"/> Estranged <input checked="" type="checkbox"/> Other: N/A</p> <p>Other Family: <input checked="" type="checkbox"/> Close <input type="checkbox"/> Amicable <input type="checkbox"/> Estranged <input type="checkbox"/> Other: _____</p> <p>Friends / Colleagues: <input checked="" type="checkbox"/> Close <input type="checkbox"/> Amicable <input type="checkbox"/> Estranged <input type="checkbox"/> Other: _____</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Indication of Functional Limitations
(Check Major Life Areas Affected)

- Basic Living Skills (eating, bathing, dressing, etc.)
- Instrumental Living Skills (maintaining a home, managing money, local travel, taking medications, etc.)
- Social Functioning (ability to function within the family, vocational or educational settings, other social contexts)

Does the patient have the mental or physical capacity to effectively manage his / her property? Yes No Undetermined

Does the patient have the mental or physical capacity to make necessary daily living and health care decisions? Yes No Undetermined

Initial Behavioral Observations

- Speech: Appropriate Slowed Mechanical Rapid Other: _____
- Behavior: Appropriate Withdrawn Bizarre Volatile Other: _____
- Appearance: Appropriate Disheveled Unclean Inappropriately Dressed Other: _____
- Mood: Appropriate Manic Depressed Labile Irritable Other: _____
- Affect: Appropriate Flat Labile Other: _____
- Oriented To: Place Time Person Situation Other: _____
- Thought Content: Appropriate Incoherent Obsessive Other: _____
- Memory: Appropriate Repressed Confused Other: Impaired in Short Term and Long Term
- Judgment / Insight: Appropriate Impaired Suicidal Homicidal Other: _____

Comments on Mental / Physical Health: Mr. Sullivant's presentation is most consistent with a Major Vascular Neurocognitive Disorder without Behavioral Disturbance. This is evidenced by impairments in memory, language, and visiospatial/executive function as demonstrated in testing and clinical impression during his interview. He has an awareness and ability to voice his wishes and needs but due to his impaired cognitive function does not have the capacity to consistently execute those wishes and needs. There are lucid intervals in his illness that enable him to inform those assisting with his affairs of his wishes, but due to the nature of his illness he cannot consistently provide that direction nor appropriately engage or execute contracts. He will be best served by a neutral, independent conservator to manage his finances with his direction and a family member or concerned party who he is agreeable with helping to manage his person.

SUMMARY / RECOMMENDATION

This Evaluation was Conducted (Check all that Apply):

- In Person Via Audiovisual Telemedicine At Hospital / Medical Office At the Patient's Residence
- Other: _____

If via Telemedicine, who assisted you with the evaluation? (Name, Designation) _____

Your Mississippi License Number: 25109

Diagnosis

Did you perform a physical exam on the patient? Yes No

Did any concerns result from the physical exam? Yes: _____ No N/A

Based on the foregoing evaluation:

- I DO
- I DO NOT

believe this patient is a person incapable of managing his / her own person under § 93-20-301 or financial affairs under §93-20-401, and is in need of a Guardian and / or Conservator (check all that apply):

- Guardian (Person) Conservator (Financial Affairs) Both

I find that the patient is in need of treatment:

- Temporarily Permanently Other: _____

I recommend the Court require re-evaluation in:

- 60 days 6 months 1 year N/A Other: _____

Summary of Diagnosis: Major Vascular Neurocognitive Disorder without Behavioral Disturbance

I, Frank Perkins, MD, the above named examiner, certify that this patient's examination was completed on (date) 01/17/2023
at (time) 1400, and that this evaluation and recommendation was completed on (date) 01/27/2023 at (time) 1500.

I hereby certify that that the facts stated above, and the information contained in this report, are true to the best of my knowledge and belief.

Signature



Printed Name

Frank Perkins MD

Date

1/27/2023