

ORIGINAL

STATE OF LOUISIANA
17TH JUDICIAL DISTRICT COURT
PARISH OF LAFOURCHE
HONORABLE REBECCA N. ROBICHAUX
PRESIDING JUDGE, DIVISION A

JONATHAN SCULLY, ET AL

VERSUS

ROSS LARIS, ET AL

DOCKET NUMBER - 150707

MOTIONS/EXCEPTIONS

JANUARY 15, 2025

THIBODAUX, LOUISIANA

APPEARANCES

MARK L. BARBRE AND HANNAH K. COBB, ESQS.

Attorneys at Law; 1800 City Farm Drive, Bldg.
6, Baton Rouge, LA 70806; Representing the
Plaintiff, Jonathan Scully, et al, who was
Present.

DAVID M. FLOTTE, ESQ.

Attorney at Law; 365 Canal Street, Ste. 1710,
New Orleans, LA 70130;

CHRISTOPHER H. RIVIERE, ESQ.

Attorney at Law; 103 West Third Street,
Thibodaux, LA 70302; and

CAMILLE A. MORVANT, II, ESQ.

Attorney at Law; 402 West Fourth Street,
Thibodaux, LA 70301; Representing the
Defendant, Ross Laris, et al, who was Present.

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BROOKE E. BERGERON
CERTIFIED COURT REPORTER #2014014
DIVISION A - FIRST FLOOR
201 GREEN STREET, THIBODAUX, LA. 70301

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THE COURT:

All right.

And that leaves us next with Scully. I see y'all -- how many we have here on *Scully versus Laris*?

MR. FLOTTE:

Your Honor, on behalf of -- it's David Flotte, Chris Riviere, and Cam Morvant appearing on behalf of Ross Laris, Millennium Supply Boats, LLC, and LAC. And Mr. Laris is also present in the courtroom.

THE COURT:

Look a little different from the last I saw you but welcome.

And?

MR. BARBRE:

Good morning, Your Honor.

Mark Barbre and Hannah Cobb on behalf of Jonathan Scully and the plaintiffs in the case.

THE COURT:

Okay.

And your assistant?

MR. BARBRE:

Newly minted attorney, Hannah Cobb.

THE COURT:

Okay. All right.

Do y'all want to pre-try this, or y'all just have your arguments ready to roll?

MR. FLOTTE:

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We should --

MR. BARBRE:

Your Honor, --

MR. FLOTTE:

There was some developments but, yeah.

MR. BARBRE:

Yeah.

Your Honor, we're gonna have a presentation of evidence and a little bit of testimony. So we are gonna take a little bit of time, but we'll move it along as quickly as possible.

If Your Honor would like to pre-trial, we're certainly glad to do that.

MR. RIVIERE:

We would.

THE COURT:

That's up to y'all.

I offer it if you want it, but you don't have to.

MR. BARBRE:

Well, I --

THE COURT:

If one side wants it, that means --

MR. BARBRE:

I'm ready to proceed, Your Honor.

THE COURT:

Okay.

Y'all want a pre-trial?

MR. FLOTTE:

We do.

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THE COURT:

Okay.

Well and because of the length of the time I think y'all gonna be involved, you would be last anyway. That shouldn't be -- come as a surprise. Because I'm gonna pre-try real quick the others, and then give you all the time you need after that to make your arguments.

MR. FLOTTE:

All right.

MR. BARBRE:

Thank you, Judge.

MR. FLOTTE:

Thank you.

(A brief recess was held at this time.)

THE COURT:

All right.

So y'all ready to proceed?

Just a little disclosure, Mr. Flotte -- I didn't want to call you my nickname.

MR. FLOTTE:

Yes.

THE COURT:

Your client --

MR. BARBRE:

I'm -- I'm Mr. Barbre.

THE COURT:

Oh.

Mr. Barbre, I'm sorry. Not Mr. Flotte.

MR. FLOTTE:

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Okay.

THE COURT:

Yes. It's you. (Indicating.)

Your client acknowledged who he was in the courtroom. So I just wanted to let you know I -- I signaled to him that I had a -- now I have a visual of him compared to what I had before.

MR. BARBRE:

Thank you for the disclosure, Judge.

THE COURT:

We have rules so if I talk to you, I have to disclose that. You're not in trouble.

All right. Y'all ready to proceed?

Did y'all have time to work on that injunction?

MR. BARBRE:

I'm sorry, Your Honor?

THE COURT:

Did y'all have time to work on the injunction?

MR. BARBRE:

We have been working on some of the details after the conference we had with Your Honor about your likely ruling here.

So we are close. We're not quite there, but we are very close.

THE COURT:

Do you need to come back after lunch?

MR. BARBRE:

Well, Your Honor, as I suggested in

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chambers, we still want to put on a brief evidentiary presentation.

And, you know, we can do that now or we can do that after lunch. It's Your Honor's preference.

THE COURT:

When you say brief, how brief?

MR. BARBRE:

Judge, I don't know if they're gonna wind up asking any questions but 30 -- 45 minutes.

THE COURT:

Oh.

No. We gonna -- we're gonna break for lunch.

MR. BARBRE:

Okay.

THE COURT:

Y'all will have to come back.

I have a 2:00 docket starting and it's 12:20 so I have to let my staff go for at least an hour.

And what's the purpose of the brief testimony?

MR. BARBRE:

We're gonna --

THE COURT:

Changing my mind?

MR. BARBRE:

Well, Judge, I would hope so but I -- I'm not sure that's gonna be the case. But we certainly want to have a record

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for the evidence for our request for preliminary injunction and the defendant's request for preliminary injunction.

THE COURT:

The word spoliation comes to mind so that just defeats the purpose of our pre-trial conference after.

MR. BARBRE:

I don't know if it defeats it, but I told Your Honor that we were gonna put on a evidentiary presentation regardless of the conference.

THE COURT:

Okay.

MR. FLOTTE:

And, Your Honor, if I might just ask, the nature of the issue that it's to address. I mean, 'cause I don't know what there is left to address.

THE COURT:

Clearly he has not changed his position and when he walked in here, he said he was having an evidentiary hearing. And that's what he's telling me now after our conference. So --

MR. FLOTTE:

Right.

THE COURT:

Right?

MR. BARBRE:

Yes, Your Honor.

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THE COURT:

Okay.

MR. FLOTTE:

Maybe we can use the time to go back to Chris' office and try to hammer out the details.

MR. BARBRE:

We'll -- we'll continue to work on those details during --

THE COURT:

I would suggest y'all do that.

MR. BARBRE:

-- the lunch break.

THE COURT:

Yes.

Okay. I'll see y'all back at 2.

MR. RIVIERE:

Thank you, Your Honor.

MR. BARBRE:

Thank you, Judge.

(A lunch recess was held at this time.)

THE COURT:

Scully versus Laris.

Are we ready, Gentlemen, or not?

MR. BARBRE:

Yes, Your Honor.

Again, good afternoon. Mark Barbre, Hannah Cobb, for the plaintiffs, Mr. Scully, Pelican Companies.

There are several matters that have been filed and are on notice for hearing today, Your Honor. We have essentially

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cross preliminary injunctions by the plaintiffs and the defendants relative to ownership and management of the Pelican Companies. We also have cross filings relative to arbitration.

Your Honor, I think much of the evidentiary presentation on those matters overlap. It's certainly the Court's preference. But if the Court is willing to entertain a suggestion, we just put on evidence and we can, kind of, argue the various things afterwards.

THE COURT:

It's your case.

MR. BARBRE:

Okay.

I want to make sure I know what I'm proceeding on.

So Plaintiffs' --

THE COURT:

I'm sure --

MR. BARBRE:

-- preliminary injunction --

THE COURT:

-- the defendants would have jumped up if it's not before the Court, but --

MR. BARBRE:

Okay.

MR. FLOTTE:

We're just trying to move it along.

MR. BARBRE:

Yes, Your Honor.

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Plaintiffs call Ross Laris to the stand.

THE COURT:

Mr. Laris, come on up and be sworn.
(Complied.)

And the testimony, you're gonna list it -- is for all issues before the Court this afternoon, or you breaking them down?

MR. BARBRE:

For all issues, Your Honor.

THE COURT:

Okay.

ROSS LARIS,

HAVING BEEN FIRST DULY SWORN TO TELL THE TRUTH,
THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH SO HELP
HIM GOD, TESTIFIED AS FOLLOWS:

MR. BARBRE:

Your Honor, would you prefer me here?

THE COURT:

Where ever you're comfortable.

MR. BARBRE:

Okay. Thank you.

THE COURT:

No requirement.

I think just obey the sign. It says don't knock the microphone.

MR. BARBRE:

I'm going to do my best, Your Honor.

EXAMINATION

BY MR. BARBRE: (Directed to Ross Laris)

Q. Mr. Laris, would you please state your name

1 for the record?

2 A. Ross Laris.

3 Q. And, Mr. Laris, you claim to be an owner of
4 the ten (10) different companies and -- that are
5 involved in this lawsuit, generally referred to as
6 the Pelican Companies; is that correct?

7 A. I do.

8 Q. Okay. What is your relationship with LAC
9 Equipment, LLC?

10 A. I am 100% owner of LAC Equipment.

11 Q. Who's the other owner of the Pelican
12 Companies?

13 A. Jonathan Scully.

14 **MR. BARBRE:**

15 Your Honor, may I approach the
16 witness?

17 **THE COURT:**

18 Uh-huh. (Affirmative.)

19 **MR. BARBRE:**

20 Thank you.

21 **BY MR. BARBRE:**

22 Q. Mr. Laris, handing you a document
23 identified -- marked for identification is P1. Is
24 this the document that you're familiar with?

25 A. Yes. It -- like a letter of intent.

26 Q. Okay. And it looks like it's addressed to
27 Jonathan Scully. It's not signed; is that
28 correct?

29 A. That's correct.

30 Q. And it's on letterhead from Mayhall Fondren
31 and Blaize; is that correct?

32 A. That is correct.

13

1 Q. Were those your attorneys in 2021?
2 A. Yes.
3 Q. Okay. Did you have your attorneys draw up
4 this document?
5 A. Yes.
6 Q. And did you provide this document to Mr.
7 Scully on or about May 18th, the date of it?
8 A. I would assume so.
9 Q. Okay. You wouldn't disagree with that.
10 A. I wouldn't disagree.
11 Q. Okay.

12 **THE COURT:**

13 May 18th, what year?

14 **MR. BARBRE:**

15 2021, Your Honor.

16 **THE COURT:**

17 Thank you.

18 **BY MR. BARBRE:**

19 Q. Mr. Laris, did you review this letter of
20 intent before providing it to Mr. Scully?
21 A. I'm sure I did, yes.
22 Q. Okay. The opening sentence, the intent of
23 the parties -- you see where I am there?
24 A. What's that?
25 Q. The opening sentence of the letter.
26 A. Okay.
27 Q. The intent of the parties.

28 **MR. FLOTTE:**

29 Your Honor, I want to enter -- sorry,
30 can't see the Court.

31 I want to enter -- enter an
32 objection. This is a letter of intent --

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intent by its own terms; it's non-binding.

The issues before the Court, we've cited authority to show that when the intent of the parties is to follow up with a written agreement, then the written agreement controls. This has not been signed and the testimony in Exhibit 17 shows it was not signed by Mr. Scully; it was not signed by Mr. Laris. I think it's cumulative but may be preparatory I object to this line of questioning because it doesn't pertain to any of the particular issues before the Court.

THE COURT:

Your response?

MR. BARBRE:

Yes, Your Honor.

It -- the defendants, Mr. Laris, Millennium Supply Boats, LA -- LAC Equipment, have said at issue the terms of the September 2021 agreement that we're going to get to. They have argued that there are provisions of that agreement that mean one thing and say something different, and this is preparatory to the presentation and signing of that agreement and the intent of the parties. And, ultimately, this Court's fact-finding mission is to determine the intent of the parties under that September 2021 agreement. This

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letter --

THE COURT:

Well then let's get to the agreement,
not to this --

MR. BARBRE:

Well this --

THE COURT:

-- 'cause we're --

MR. BARBRE:

This addresses the --

THE COURT:

I know that's what you feel.

MR. BARBRE:

Yes.

THE COURT:

Let's get to the agreement that was
signed because that's the clearest
intent.

MR. BARBRE:

Okay.

BY MR. BARBRE:

Q. Mr. Laris, on P1 before you, under Section
Two Terms, provision one addresses a 5 million
dollar commitment by Millennium --

THE COURT:

Wait.

You're back on the letter?

MR. FLOTTE:

Your Honor, same objection.

THE COURT:

Yeah.

My -- the objection is overruled

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[sic].

MR. BARBRE:

Okay.

Your Honor, are you --

THE COURT:

I want you to get straight to the agreement.

I don't need any preference of what happened before because it's not binding. It's the agreement that's binding.

MR. BARBRE:

Your Honor, are you instructing me not to ask any questions further --

THE COURT:

Yes.

MR. BARBRE:

-- on P1?

THE COURT:

Yes.

MR. BARBRE:

Thank you, Judge.

THE COURT:

If it's an unsigned document and what you purported it to be, yes.

MR. BARBRE:

Your Honor, I'd like to offer, file, and introduce into evidence P1 as identified by the witness.

MR. FLOTTE:

Objection. Relevance.

THE COURT:

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MR. BARBRE:

Your Honor, we had questions about it, testimony about it, I believe it should be in evidence.

THE COURT:

You can proffer it.

I'm not accepting it in evidence.

MR. BARBRE:

Yes, Your Honor.

I'd like to proffer P1.

THE COURT:

Okay.

You can proffer it.

MR. BARBRE:

Thank you.

(Proffer P1 was accepted.)

MR. BARBRE:

Your Honor, may I approach?

THE COURT:

Uh-huh. (Affirmative.)

MR. BARBRE:

Thank you.

BY MR. BARBRE:

Q. Mr. Laris, I have handed you a document marked for identification as P2. Is this a document that you're familiar with?

A. Yes.

Q. Are those your signatures on -- it's actually Page 6 of 6, but I think it's identified as 5 of 6 -- the last page?

A. Yes.

Q. Okay. And you signed for yourself,

1 individually, and for Millennium Supply Boats on
2 that last page.
3 A. Correct.
4 Q. Mr. Laris, had you -- is there also a
5 signature from Mr. Scully at the bottom of that?
6 A. Yes.
7 Q. Okay. Prior to the execution of this
8 document, had you provided Mr. Scully any details
9 similar to what's addressed in this document?
10 A. Yes. We discussed it.
11 Q. Okay. Did you provide a letter of intent
12 that addressed similar terms?
13 A. Yes.
14 Q. Is that the document that we just looked
15 at?
16 A. The prior document, yes.
17 Q. P1 -- Exhibit 1.
18 A. Yes.
19 Q. Who drafted P2?
20 A. I believe it would have been Fred Fondren,
21 same attorney who drew the --
22 Q. Who drew up the LOI.
23 A. Yes. Correct.
24 Q. Yeah. And did you review this document
25 before you signed it?
26 A. Yes.
27 **MR. BARBRE:**
28 Just one second, Your Honor.
29 **BY MR. BARBRE:**
30 Q. Mr. Laris, the second or the first whereas
31 paragraph on Page 1, whereas Pelican -- you see
32 where I am?

1 A. Yes.

2 Q. You agree that at the time that this
3 document was signed that Pelican was in need of
4 working capital and equipment?

5 A. Yes.

6 Q. The next where upon paragraph there, where
7 upon Millennium Supply Boats, LLC is able to loan
8 capital needed by Pelican and/or arrange one or
9 more lines of credit to provide it -- see where I
10 am?

11 A. Yes.

12 Q. Was that a true and accurate statement at
13 the time?

14 A. Yes.

15 Q. Term two -- the section Terms, the first
16 paragraph there, can you read the first sentence,
17 please?

18 A. Millennium Supply Boats, LLC and/or its
19 designee hereby provide a loan to Pelican, in the
20 form of cash and/or lines of credit up to 45
21 million dollars.

22 Q. Yeah.

23 A. All draws and disbursements --

24 Q. That's okay. Just the first sentence.

25 **MR. FLOTTE:**

26 Your Honor, I would like to let the
27 witness finish the second sentence as
28 well, please, for the record.

29 **MR. BARBRE:**

30 Your Honor, I asked him to read the
31 first sentence so I can ask him --

32 **THE COURT:**

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I don't know why --

MR. BARBRE:

-- questions --

THE COURT:

-- we're doing this.

I know what the letter of guarantee says. So, I mean --

MR. BARBRE:

May I continue, Your Honor?

THE COURT:

Was this -- what's the date of that letter?

ROSS LARIS:

The date of the letter --

MR. FLOTTE:

The contract.

ROSS LARIS:

The 6th of, looks like, July 2021.

I can't tell the --

JONATHAN SCULLY:

It was September 6.

ROSS LARIS:

September, I'm sorry.

September 6, 2021.

MR. BARBRE:

Your Honor, I'm not sure I understood your question.

The -- the date of this agreement?

THE COURT:

You didn't identify what it is that he's reading from.

You just asked him a few questions so

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I --

MR. BARBRE:

Okay.

THE COURT:

-- have no clue what he's reading from.

MR. BARBRE:

Okay.

Your Honor, I'd like to offer, file, and introduce into evidence the document that's been marked as P2.

MR. FLOTTE:

The Contract and Personal Guarantee dated September 6, 2021, no objection.

And for the Court's cross reference, that's Defendant's Exhibit Number 1.

THE COURT:

Thank you.

MR. FLOTTE:

Thank you.

MR. BARBRE:

Your Honor, may I approach and --

THE COURT:

No objection?

MR. BARBRE:

-- provide a copy?

MR. FLOTTE:

No objection.

THE COURT:

So admitted.

MR. BARBRE:

May I approach, Your Honor?

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THE COURT:

Uh-huh. (Affirmative.)
(P2 was received into evidence by the
Court.)

BY MR. BARBRE:

Q. Mr. Laris, you just read the first sentence
of Section 2, Statement 1, there on the first page
of the document, correct?

A. Correct.

Q. And you just testified that the date of
this document is September 6, 2021, correct?

A. Correct.

Q. Okay. On that date did Millennium Supply
Boats have 45 million dollars in cash?

A. I don't think so, no.

Q. Did Millennium Supply Boats have access to
credit of 45 million dollars?

A. Yes.

Q. Where did it have access?

A. Many institutions.

Q. Which ones?

A. Pretty much any one I'd want to go to. I
mean, any local banks. You know, I had access to
go --

Q. Were you personally good for 45 million
dollars at that time?

A. Yes.

Q. Why did your attorney put 45 million
dollars in this document? Why that number?

A. I don't recall.

Q. Is that a number that you had provided to
Mr. Scully previous to presenting him with this

1 document?

2 **A.** You know, I know I -- I had 5 million of
3 cash set aside for the investment, and we were
4 looking at buying equipment. A lot of equipment
5 took 10% down payments. So then we kind of looked
6 at 45 million, you know, being financed with a 5 -
7 - 5 million cash deposit on the equipment.

8 **Q.** Mr. Laris, I'll ask you to look at
9 Paragraph 2 there on the first page -- Paragraph 2
10 under Section 2 Terms. I'll give you a minute to
11 familiarize --

12 **A.** Okay.

13 **Q.** -- yourself with it. The third to the last
14 line addresses when payment is due. It says,
15 shall be due on the first day -- you see where I
16 am?

17 **A.** Yes.

18 **Q.** So your understanding under this document
19 that any amounts lent to the Pelican Companies had
20 to be repaid immediately the next month?

21 **A.** No. I think this was -- this was more in
22 line with the financing to make sure the financing
23 was paid back on time.

24 **Q.** But this addresses Mr. Scully's personal
25 guarantee and repayment by Pelican on the first
26 day of each month after the first loan
27 disbursement or draw is made; is that correct?

28 **A.** That's correct.

29 **Q.** Mr. Laris, do you recall the circumstances
30 of Mr. Scully signing this document?

31 **A.** Yes, I do.

32 **Q.** Fair to say he showed up at your office and

24

1 you presented it to him for the first time then?

2 A. I believe so.

3 Q. And you had a million dollar check for
4 Pelican Companies with it, correct?

5 A. Yes.

6 Q. Were the Pelican Companies worth a million
7 dollars at that time?

8 A. No.

9 Q. Did the Pelican Companies have any way to
10 repay that million dollars the next month?

11 **MR. FLOTTE:**

12 Object to the form.

13 **THE COURT:**

14 What was your --

15 **MR. FLOTTE:**

16 Your Honor, we -- we were --

17 **THE COURT:**

18 You're gonna have to slide so I can
19 see.

20 **MR. FLOTTE:**

21 Yeah. I'm sorry.

22 The --

23 **MR. BARBRE:**

24 I'll do my best with my bad hips.

25 **MR. FLOTTE:**

26 We can spend a lot of time going
27 through the written contract. We cited
28 case law to the Court that the written
29 words control.

30 You know, we object to this as
31 irrelevant and cumulative and not
32 pertinent to -- not relevant to the

1 issues presently before the Court. We're
2 not here on the merits.

3 **THE COURT:**

4 Why are we exhausting every word on
5 this contract?

6 **MR. BARBRE:**

7 I don't intend to, Your Honor, but --

8 **THE COURT:**

9 Well, the pace we're going, that's --
10 that's 15 minutes down and -- and we've
11 gone through two lines of the contract.

12 **MR. BARBRE:**

13 So, Your Honor, may I get a response
14 from the witness?

15 **THE COURT:**

16 Was that your objection?

17 **MR. FLOTTE:**

18 That, and also, we don't want to
19 waive our right to go to arbitration.

20 There is case law that has been used
21 relative to venue, and -- and we're
22 concerned that if we entertain a hearing
23 on the merits of the underlying issues
24 rather than the issues as briefed before
25 the Court that, you know, the next
26 motion's gonna be -- is going to be that
27 we waived our right to arbitrate.

28 There's an arbitration with Triple A
29 pending now. We've -- we have initially
30 objected to any oral argument -- any
31 evidence 'cause it's cumulative, and we
32 would ask the Court to protect us from

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any waiver because we -- we expressly reserve our right to arbitration.

THE COURT:

Response?

MR. BARBRE:

Your Honor, I understand that they have filed with Triple A.

I understand their position. They have made filings relative to the arbitration that are before the Court this morning. Yet, the defendants have also asked this Court for a temporary restraining order and a preliminary injunction when -- which necessarily requires a presentation of evidence.

We are certainly entitled to present evidence and ask questions and address the issues that are before the Court, questions about the contract, their position that Mr. Laris and Millennium could commit to 45 million dollars, not deliver, yet take more than 50% of the companies. Those are absolutely issues and we're allowed to present evidence on that today.

THE COURT:

You're going back, 2021; this is 2025.

I'm not sure where you're going, but it's not gonna get you where I think you want to go. That's four years. Bring it to 2024 or 2025.

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MR. BARBRE:

Your Honor, the issues relate to this 2021 contract and the conduct thereafter.

That Mr. Laris and his companies have not fulfilled the obligations under this contract.

THE COURT:

That's not the issue before the Court.

Court is on y'all motions for injunctions, which I have granted based upon activity that's happening in '24 derived from these agreements. So going back and trying to get the Court to understand what's in each party's mind at that time is a waste of time.

MR. BARBRE:

Well, Your Honor, I respectfully disagree.

I understand where you're headed, but I believe it is relevant. And if you're going to, you know, sustain the objection, that's fine. But I -- I need to proceed.

THE COURT:

I am.

It's sustained.

MR. BARBRE:

Okay.

Thank you, Your Honor.

BY MR. BARBRE:

Q. Mr. Laris, if you look on Page 2, Paragraph

1 4, in exchange for making the above loan -- and
2 this is a document created by your lawyer --
3 that's the 45 million dollar loan we looked on the
4 first page, correct?

5 A. I would --

6 Q. There --

7 A. -- think so.

8 Q. You would think so. And for other valuable
9 consideration already given, Millennium Supply
10 Boats, LLC hereby receives in full ownership, 51 -
11 - 50.1% interest -- and it goes on. I read that
12 correctly?

13 A. Yes.

14 Q. It goes on to say, leaving my client, Mr.
15 Scully, a 49.9% interest; is that correct?

16 A. Correct.

17 Q. So fair to say that Mr. Scully is -- is
18 relinquishing and those creation of membership
19 interest that Millennium's gonna get in exchange
20 for the 45 million dollar loan?

21 **MR. FLOTTE:**

22 Object to the form.

23 **ROSS LARIS:**

24 Yeah. I disagree.

25 I mean, if you read this contract, it
26 was up to 45 million at my discretion.

27 **BY MR. BARBRE:**

28 Q. Yeah. I'm glad you said that. We're
29 getting there. Paragraph 6, despite any language
30 above, neither Millennium, nor Ross Laris, nor any
31 designee of either, shall be obligated to advance
32 any funds or authorize any draws on the line of

29

1 credit in favor of Pelican.

2 **THE COURT:**

3 Is that a question, or can we all
4 read the contract?

5 I'm paying -- being --

6 **MR. BARBRE:**

7 Yes, Judge.

8 **THE COURT:**

9 -- being patient.

10 But you re-read --

11 **MR. BARBRE:**

12 Yes, Judge.

13 I'm --

14 **THE COURT:**

15 -- everything that's in front --

16 **MR. BARBRE:**

17 Yes, Judge.

18 **BY MR. BARBRE:**

19 **Q.** Mr. Laris, under this agreement, you'd
20 agree that neither you, nor Millennium, had to
21 make any loan in order to take control and
22 interest of my client's companies?

23 **A.** No. That's not true. I put a million
24 dollars up-front.

25 **Q.** Okay. Does this contract in any way,
26 shape, or form address a million dollars?

27 **A.** I'd have to read it all. I don't -- I
28 don't see it.

29 **Q.** You don't see it. It only addresses 45
30 million, correct?

31 **A.** Correct.

32 **Q.** Mr. Laris, if you would turn to what's

1 marked at the bottom, Page 5 of 6. It's
2 identified as Paragraph 7. It's the first full
3 paragraph on that page. It's the signature page.

4 A. 6 of 6?

5 Q. The one with the signatures.

6 A. Oh. Okay.

7 **THE COURT:**

8 5 of 6.

9 **BY MR. BARBRE:**

10 Q. Paragraph 7, you with me?

11 A. Yes.

12 Q. You read this. You agreed with Paragraph 7
13 and the litigation in the 17th JDC.

14 A. Yes. At the time of the signing, yes, I
15 agreed to that.

16 Q. You agreed --

17 A. At the time --

18 Q. -- with this.

19 A. -- of the signing, yes.

20 Q. Okay. And you signed it individually and
21 on behalf of Millennium Supply Boats, who's --

22 A. That's correct.

23 Q. -- obtaining a membership interest in the
24 Pelican Companies.

25 A. Correct.

26 **MR. BARBRE:**

27 Your Honor, I have no further
28 questions for this witness.

29 **THE COURT:**

30 Cross?

31 **MR. FLOTTE:**

32 I'll stay here, speed things along.

31

1 EXAMINATION

2 BY MR. FLOTTE:

3 Q. Very briefly, Mr. Laris, would you look at
4 Page 2 of that exhibit that was just handed to
5 you, Section 4?

6 A. Okay.

7 Q. Can you read the first sentence of the
8 contract that you signed?

9 A. In exchange for making the above loan
10 section?

11 Q. Keep going.

12 A. Again, in exchange for making the above
13 loan, and for other valuable consideration already
14 given, Millennium Supply Boats, LLC hereby
15 receives in full ownership, a 50.1% interest, in
16 ownership and membership in all Pelican Companies
17 listed above --

18 Q. All right.

19 A. -- as well as any unlisted affiliated
20 entities, leaving Jonathan Scully a 49.9%
21 ownership and membership interest in Pelican.

22 Q. All right. Now on direct examination, you
23 was asked, was there any mention of the million
24 dollar check that was delivered at closing, and I
25 think you said you didn't see it. Let me ask you,
26 when -- the first line when it says, for making
27 the loan that was under -- subject to your
28 discretion -- and for other valuable consideration
29 already given. My question to you, sir, is did
30 you present him with a million dollar check before
31 he signed this contract?

32 A. Yes, I did.

32

1 Q. Okay.

2 MR. FLOTTE:

3 No further questions of this witness.

4 MR. BARBRE:

5 Your Honor, I call Jonathan Scully to
6 the stand.

7 JONATHAN SCULLY,

8 HAVING BEEN FIRST DULY SWORN TO TELL THE TRUTH,
9 THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH SO HELP
10 HIM GOD, TESTIFIED AS FOLLOWS:

11 EXAMINATION

12 BY MR. BARBRE:

13 Q. Please state your name for the record.

14 A. Jonathan Scully.

15 Q. Mr. Scully, are you familiar with the 10
16 Pelican businesses that are parties in this
17 matter?

18 A. I am. Yes, sir.

19 Q. Who started those businesses?

20 A. I founded them, started them. Yes, sir.
21 Named them.

22 Q. All 10 of them.

23 A. All of them. Yes, sir.

24 Q. Was anybody else an owner of the
25 businesses?

26 A. No.

27 THE COURT:

28 Now or then?

29 JONATHAN SCULLY:

30 Now, under Louisiana law.

31 LA 1770 says if you don't give a full
32 capital contribution, then you're --

1 owner in seven months. We have
2 documentation he couldn't loan
3 \$50,000.00.

4 **BY MR. BARBRE:**

5 Q. Mr. Scully, were you presented -- do you
6 have P1 before you, the letter of intent?

7 A. I do not.

8 **MR. FLOTTE:**

9 Your Honor, can we -- can we find out
10 what the witness has in front of him?

11 **MR. BARBRE:**

12 He says he doesn't have it.

13 **MR. FLOTTE:**

14 I know.

15 But he has something; he looked down.

16 **JONATHAN SCULLY:**

17 Yeah.

18 I had the contract -- the personal
19 guarantee. I don't have the letter of
20 intent. Letter of intent came in May,
21 I'm pretty [inaudible] and this one came
22 in September.

23 Q. Mr. Scully, the contract that's in front of
24 you, --

25 A. Yes, sir.

26 Q. -- is it P2? Is that what you have in
27 front of you?

28 A. Yes, sir. The contract and personal
29 guarantee.

30 Q. Had Mr. Laris made suggestions as to what
31 the deal was going to be before this contract was
32 signed?

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1 **A.** Correct. He said he was gonna put up to 50
2 million dollars for all of these companies, not
3 just rental equipment. And that's why he listed
4 all of them, to try to grow all of these
5 companies. Mr. -- and -- and if I can say, Mr.
6 Laris put golf carts for a rental small lake beach
7 business on his personal credit card, wanting to
8 invest in all of these companies because at the
9 time --

10 **THE COURT:**

11 That wasn't responsive to the
12 question.

13 **JONATHAN SCULLY:**

14 Okay.

15 **MR. BARBRE:**

16 Your Honor, may I approach?

17 I would like to have the witness just
18 identify P1.

19 **THE COURT:**

20 Is that the one I just excluded?

21 **MR. BARBRE:**

22 That's the letter of intent, Your
23 Honor.

24 **MR. FLOTTE:**

25 Your Honor, we object.

26 Same grounds.

27 **THE COURT:**

28 Sustained.

29 **MR. BARBRE:**

30 Your Honor, I'm not sure what the
31 objection was there and what was
32 sustained.

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DIVISION A - FIRST FLOOR
201 GREEN STREET, THIBODAUX, LA. 70301

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MR. FLOTTE:

It's irrelevant to the --

THE COURT:

Because it was intentions prior to the agreement.

I'm listening very good. You're trying to tell me about what happened and got him to the agreement. I'm not worried about that. The agreement is the agreement. So stick with what the agreement is, which is P2.

BY MR. BARBRE:

Q. Mr. Scully, can you relay the circumstances of you being presented with P2 to the Court?

A. Yeah. I was -- we had a big job coming along. I knew I couldn't personally fund it. He introduced me to this promise or this, you know, idea of building these companies and investing this money. In February I started making investments, doing things, because I trusted him.

In May I told the bank, I said, man, I -- I can't just keep telling people I'm gonna get 45 -- 50 million dollars. Everybody thinks I'm a clown and that's a lot of money. So he presented me with the letter of intent.

After he presented me with the letter of intent, it got drug on because I believe he was waiting to sell his insurance company. Then at that point, I sent Mr. Ross an email that says, hey, Mr. Ross, if we're gonna do this deal and we're gonna get it, I got a big opportunity and we need to do it. And he said, meet me at my office

1 at this time, I'll have you a check for a million
2 dollars.

3 Q. And you signed P2.

4 A. I did. Yes, sir.

5 Q. When you signed P2, did Mr. Laris tell you
6 he was not going to loan 45 million dollars?

7 A. No, he did not. He told me -- when he had
8 the check for a million dollars, I told him I
9 could not sign this deal until an attorney or
10 someone looked at it. And he responded to me,
11 well, I can't let you leave with a million dollars
12 because you might run off to Mexico.

13 Q. Before you signed this agreement, had you
14 ever told Mr. Laris that you would give him more
15 than half of your company for a million dollars?

16 A. No. At this time he was still presenting
17 to me it was gonna be 50/50. I haven't even heard
18 of the .1 so I didn't know of that until I got
19 presented with that contract that afternoon. Kept
20 saying it was gonna be 50/50; we'd be partners.

21 Q. Okay.

22 **THE COURT:**

23 The fact of the matter is you signed
24 it.

25 **JONATHAN SCULLY:**

26 I did. Yes, ma'am.

27 **THE COURT:**

28 Okay.

29 There was no going over your head,
30 nobody was standing over there forcing
31 you to?

32 **JONATHAN SCULLY:**

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But I didn't agree to any -- all I
agreed to --

THE COURT:

No, sir.

Just answer --

JONATHAN SCULLY:

-- was to --

THE COURT:

-- my question.

JONATHAN SCULLY:

Yes, ma'am.

Yes, ma'am. I did.

THE COURT:

Okay.

But there was no gun, nobody forcing
you to sign it, correct?

JONATHAN SCULLY:

No, ma'am.

No gun.

THE COURT:

Okay.

Move on.

BY MR. BARBRE:

Q. Did Mr. Laris tell you he would change the
agreement after you signed it?

A. He did not.

MR. FLOTTE:

Your Honor, we are going over the
issue, he admitted he signed it, it's
time to move on to the next -- next issue
of the matters before the Court.

It's cumulative and not pertinent

1 because of the statute of frauds that
2 governs this --

3 MR. BARBRE:

4 Your Honor, I'll move on.

5 THE COURT:

6 Please, because there's other people
7 that want their time in my courtroom.

8 BY MR. BARBRE:

9 Q. Mr. Scully, did Millennium ever put up 45
10 million dollars?

11 A. No. They did not. They got -- we got
12 denied at many banks.

13 Q. The available funding that Mr. Laris just
14 testified to, did you try to get that for the
15 Pelican Companies?

16 A. I started trying to get more funds.
17 Absolutely, yes, sir.

18 Q. And you were denied.

19 A. And I was denied.

20 Q. Do you know approximately how much Mr.
21 Laris did put up, or Millennium?

22 A. I believe 2.5 million -- somewhere in there
23 which is 5% of what I was promised.

24 Q. Okay.

25 A. For Pelican.

26 Q. Were you counting on more than that?

27 A. Well, of course. I didn't -- yeah. I was
28 counting on 45 million dollars. It says it right
29 here. I don't know otherwise why we'd put it.
30 And when Mr. Laris says, up to -- I have a credit
31 card that's up to 20,000. That means I can spend
32 up to 20,000. So --

1 Q. At any point did Mr. Laris say he just
2 didn't have the money anymore?

3 A. He did.

4 MR. BARBRE:

5 Your Honor, may I approach?

6 THE COURT:

7 You may.

8 Did you show whatever you're giving
9 to --

10 MR. FLOTTE:

11 I haven't seen it yet.

12 MR. BARBRE:

13 I am, Your Honor.

14 BY MR. BARBRE:

15 Q. Mr. Scully, I've handed you a printout of
16 some emails that are marked as P1 [sic]. Are
17 these emails that you're familiar with?

18 A. Yes, sir. I am.

19 Q. Who's involved in the emails?

20 A. Me and Ross Laris and the CFO that we hired
21 to help us look over this company and all of these
22 investments.

23 Q. And does it address Pelican's request for
24 funding under the contract?

25 A. It does. Yes, sir.

26 MR. BARBRE:

27 I'd like to offer, file, and
28 introduce into evidence P3.

29 MR. FLOTTE:

30 Your Honor, we don't dispute the --
31 the authenticity of it, but we do dispute
32 the admissibility of it.

1 The -- the contract specifically says
2 that -- and the -- Ross Laris testified
3 that advances were subject to his
4 discretion. This is proof that Ross is
5 exercising his discretion. It doesn't
6 add or subtract anything to the evidence.
7 It's cumulative and --

8 **THE COURT:**

9 You're objecting or you're not
10 objecting?

11 **MR. FLOTTE:**

12 I --

13 **THE COURT:**

14 You're objecting --

15 **MR. FLOTTE:**

16 -- object.

17 **THE COURT:**

18 -- or not objecting?

19 **MR. FLOTTE:**

20 I object.

21 **MR. BARBRE:**

22 Your Honor, Mr. Laris has testified
23 that he had available funds.

24 Counsel's just argued that it was at
25 his whim or discretion. This document
26 goes to show that Mr. Laris didn't have
27 \$50,000.00 to put up just seven months
28 after the contract was executed. It is
29 absolutely relevant to the presentation
30 for Mr. Scully and the plaintiffs in this
31 matter.

32 **THE COURT:**

1 I think it's relative on July 7th
2 'cause that's the date of the email.

3 MR. BARBRE:

4 I -- yes, ma'am.

5 I agree with you.

6 So, Judge, may this be admitted?

7 THE COURT:

8 You -- you can admit it.

9 MR. BARBRE:

10 Thank you.

11 (P3 was received into evidence by the
12 Court.)

13 BY MR. BARBRE:

14 Q. Mr. Scully, can you just summarize the
15 circumstances around this email?

16 A. Yep. I asked Ross for money and he said, I
17 can loan the 50k, will definitely need it back
18 next week. I am running short right now as well,
19 I just had to break an investment which cost me a
20 big penalty that I didn't believe would me -- was
21 me -- and letting me know that this whole deal,
22 obviously, I'm -- it's -- it's Mr. Ross can't --
23 can't loan \$50,000.00 --

24 Q. Okay.

25 A. -- for more than a week.

26 Q. Mr. Scully, do the Pelican Companies make
27 further requests after the date of this email for
28 funding?

29 A. They did. Yes, sir.

30 Q. And what was Millennium and Mr. Laris'
31 answer?

32 A. They said they could do it at that whelm.

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1 That's when he started saying, I can do whatever I
2 want whenever I want and if you can't pay me back,
3 then -- then you got no choice. And we'll -- and,
4 I mean, it's gonna -- he kept insisting the exact
5 words where, it's gonna be bad for you.

6 Q. Mr. Scully, I'm gonna try to ask you to
7 summarize this quickly so we can move along.

8 A. Yes, sir.

9 Q. What is the relationship between LAC
10 Equipment and the Pelican Companies?

11 Q. It was a company started after our contract
12 that Ross had told me was Pelican, and it was
13 financing that he was putting up on behalf of --
14 of Pelican. And that I was, you know, the 49.9%
15 of LAC and it would be easier to obtain money
16 because of Pelican's financials. And that it
17 would be because of the -- the liens or whatever,
18 it would be the bank that would look into it. I
19 forget the exact word that they called. It would
20 be faster to move the deal forward if -- if we
21 counted that LAC's equipment and we could -- we
22 could make a company to get equipment quicker.

23 Q. And at this time the Pelican Companies was
24 showing a debt to Mr. Laris or Millennium of about
25 two and a half billion dollars.

26 A. That was doing nothing but hurting me.
27 Correct.

28 Q. Is that the reason that Pelican couldn't
29 get funding itself?

30 A. That is one of the reasons, yeah.

31 Q. Okay. Did -- after Mr. Laris said he
32 couldn't fund anything more for Pelican, what

1 happened with LAC?

2 **A.** He continued to try to buy equipment and
3 other companies. And I asked, you know, when I --
4 at what time because my CPA, at the end of the
5 year, would say that I'm -- I'm showing major
6 subrentals. And I think that's one of the main
7 arguments -- that's where we talk about the
8 preliminary injunction and leaving him in charge -
9 - is that he's taking all of Pelican's money and
10 investing it in LAC, which he is telling me that
11 I'm not an owner of.

12 And we have -- Christy could provide P&L
13 balance sheets that are over \$230,000.00 a month
14 right now -- is getting subject taken away from me
15 with no way of proving that that is profitable.
16 So if you pass by Pelican at this moment, there's
17 millions of dollars of equipment that these people
18 are paying for and he's telling me I don't own it.

19 **Q.** That's LAC Equipment that --

20 **A.** That's LAC Equipment.

21 **Q.** -- you're referring to.

22 **A.** Yes, sir.

23 **Q.** Oh. And Pelican is paying for the LAC
24 Equipment or the -- whatever LAC financed.

25 **A.** No matter what, if it's profitable or not,
26 Pelican's paying for that equipment.

27 **Q.** And is Pelican losing money on what it can
28 rent that equipment out for versus what it's
29 paying LAC?

30 **A.** It -- it varies but, yes, sir. Month to
31 month, you know, they cannot prove that every
32 piece of equipment that gets rented is beneficial

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1 to Pelican. It is all beneficial to Ross Laris.

2 Q. Did Mr. Laris ever tell you that LAC was
3 yours or was Pelican's?

4 A. Yes, sir, of course. Of course. He said,
5 you know, I was -- that's -- if not, he's way at
6 breach at the beginning of this thing. But he
7 told me that was 50% owner of that, just like that
8 and, you know, --

9 Q. Did he change his tune on that?

10 A. What do you mean by that?

11 A. Did he say -- did he at some point say you
12 weren't or Pelican wasn't the owner of LAC?

13 A. As soon as I stopped trying to sign these
14 crazy agreements they kept presenting to me and
15 telling me I have no other choice. And when I
16 done that, then he -- you know, you got the emails
17 that say, now LAC will only be my equipment when
18 it's paid off.

19 Q. Yeah.

20 MR. BARBRE:

21 Your Honor, may I approach?

22 THE COURT:

23 Mr. Barbre, you're supposed to give
24 it to the counsel table first before your
25 witness.

26 MR. BARBRE:

27 Yes, Your Honor.

28 BY MR. BARBRE:

29 Q. Mr. Scully, what is P4?

30 A. It's a profit and loss statement.

31 Q. For which business?

32 A. Pelican Companies of America.

1 Q. And the dates of these profit and loss
2 statements are January through September.
3 A. Yes, sir.
4 Q. How are you familiar with these?
5 A. I am familiar with these because the CPA
6 prints them out, or I have access to QuickBooks to
7 print them out as well.
8 Q. And do they demonstrate the profit and loss
9 for Pelican for the date -- for the months of this
10 year or for 2024?
11 A. They do. Yes, sir.
12 MR. BARBRE:
13 Your Honor, I'd like to offer, file,
14 and introduce P4.
15 THE COURT:
16 Any objection?
17 MR. FLOTTE:
18 No objection to the authenticity.
19 It doesn't seem relevant to the
20 issues before the Court so I would object
21 to --
22 THE COURT:
23 I'll give it the weight it deserves.
24 MR. FLOTTE:
25 -- it on that basis.
26 We're not on the merits.
27 THE COURT:
28 No.
29 You can offer it and introduce.
30 Wait, so the ones you're giving me is
31 supposed to go to the Clerk. They're not
32 getting into evidence this way. And I

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1 wrote on all of them.
2 Do you have clean copies?
3 MR. BARBRE:
4 I do, Your Honor.
5 THE COURT:
6 Okay.
7 So please substitute them.
8 MR. BARBRE:
9 We'll -- we'll get it cleaned up.
10 (P4 was received into evidence by the
11 Court.)
12 BY MR. BARBRE:
13 Q. Mr. Scully, do these -- do these documents
14 identify payments to LAC?
15 A. They do. Yes, sir.
16 Q. Can you point one out to the Court?
17 A. Let's see. It's gonna be rentals -- it's
18 gonna be -- okay. Okay. Equipment rental for
19 jobs, it's at \$195,000.00.
20 Q. And which month --
21 A. It's --
22 Q. Which month are you --
23 A. -- 5102.
24 Q. -- looking at?
25 A. I'm looking at January.
26 Q. 5102.
27 A. Yep.
28 Q. And if we look at 5102 for the other
29 months, are those going to be payments to LAC?
30 A. They continue to grow and they're all
31 payments, for the most part, to LAC. Yes, sir.
32 MR. BARBRE:

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CERTIFIED COURT REPORTER #2014014
DIVISION A - FIRST FLOOR
201 GREEN STREET, THIBODAUX, LA. 70301

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Your Honor, I have no other questions.

THE COURT:

Cross?

MR. FLOTTE:

Yes.

EXAMINATION

BY MR. FLOTTE:

Q. First, referring to Plaintiff's Exhibit 2, which is also Defense Exhibit 1, did you sign the agreement that says, despite any other language, neither Millennium, nor Ross Laris, nor any designee of either, shall be obligated to advance any funds or authorize any draws on the line of credit in favor of Pelican?

A. Yes. And I also understand it is against the law and -- and you can't do it. And there's a fine law and it also states in that law -- there's a briefing that we can show that shows at any time this is breached -- it could be one year later -- even if there's a breach of contract, that contract is null.

And if you need to read it, I can read it to you.

Q. Well, I'm just asking you --

A. Yes, sir.

Q. Can you go through your background and education and you had --

A. I started this company when I was 16 years old cutting grass.

Q. Okay. And so --

A. And every dollar I had, I contributed it to

1 this company to continue to build it, which they
2 are offering me no assets and anything and trying
3 to take everything I have from me.
4 Q. Yeah. You're not -- you're not saying that
5 you're a lawyer or have --
6 A. I'm not a lawyer.
7 Q. -- didn't go to law school.
8 A. I'm -- I'm not an attorney. But I can read
9 the law now.
10 Q. Okay. Let's go back to that exhibit P3
11 [sic] that you just had out. 5202 [sic],
12 equipment rentals by jobs --
13 A. Correct.
14 Q. That's total income or revenue. Isn't it
15 true that -- let me ask you, do you have a
16 background in accounting?
17 A. I do not. But I understand what -- I still
18 understand what it means.
19 Q. Okay. Well, this is showing Pelican
20 Companies of America had \$231,191.45 from rentals
21 for the job. Did that -- and that included LAC
22 Equipment, correct?
23 A. Correct. Yes, sir.
24 Q. So -- so LAC was a -- was providing
25 equipment that Pelican billed for and collected
26 that revenue, true?
27 A. True.
28 Q. That was --
29 A. But it --
30 Q. -- a benefit to --
31 A. But my answer to that -- it's true but it
32 did not matter if it was profitable or not.

49

1 Q. Okay.

2 A. And they've --

3 THE COURT:

4 Sir.

5 A. -- still never proven that it's profitable.

6 THE COURT:

7 Just waiting for him to finish.

8 JONATHAN SCULLY:

9 Yes, ma'am.

10 THE COURT:

11 My court reporter can't take three of

12 us at one time.

13 MR. FLOTTE:

14 Okay.

15 BY MR. FLOTTE:

16 Q. All right. Do you recall that -- and let

17 me show you Exhibit 13. I'll show you a document

18 that we have previously marked as Defendant's

19 Exhibit 13.

20 A. Correct.

21 Q. Have you seen this before?

22 A. Minutes of meeting and action of

23 shareholders in writing -- yeah. He provided

24 this, like, whenever we started going through this

25 lawsuit at some point. Yeah. He did provide this

26 to me.

27 Q. Okay. True or False -- on April 2, 2024

28 you had an in-person meeting with Ross Laris

29 during which he discharged you as manager; true or

30 False?

31 A. Yes. He told me if I didn't sign some

32 documents that he was letting me go.

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1 Q. And what was he -- what were you signing on
2 August --
3 A. He wanted me to sign a loan for \$400,000.00
4 get -- for 10% of my shares to someone else,
5 guaranteeing 10% on their loan but only me losing
6 my shares.
7 Q. Okay.
8 A. Horrible deal.
9 Q. So -- so if I'm -- if I'm understanding,
10 you acknowledged that you were terminated as
11 manager on April 2nd of 2024, but you've explained
12 the grounds that you don't agree with that
13 termination.
14 A. I --
15 Q. Correct?
16 A. I did not. No.
17 Q. You were still manager after April --
18 A. Yes, sir. I was.
19 Q. And on what grounds were you the manager
20 after April 2nd?
21 A. Because I knew that it -- this contract was
22 null and void. And Louisiana law states that --
23 I've already started looking into it -- that it's
24 contracting its -- it's void. It states that even
25 if you know the contract is -- is null and void,
26 at the time you sign it the contract is null and
27 void. So we don't have him with any ownership.
28 I'm 100% owner of my company.
29 Q. Okay. And -- strike that. Okay.
30 A. We can fight about the 2.5 million I owe
31 you, but it -- there's no fighting that I'm the
32 clear owner of this company.

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1 Q. Let's --

2 A. It's in the merits. It's in Louisiana law.

3 Q. Let's go with Defendant's Exhibit 49.

4 MR. FLOTTE:

5 Would you provide a copy to the
6 Clerk, the judge, and the witness,
7 please, Mr. Riviere?

8 MR. BARBRE:

9 And opposing counsel.

10 MR. FLOTTE:

11 Oh. And opposing counsel.

12 I'm sorry. I sent all of these to
13 you and pre-marked them.

14 MR. BARBRE:

15 Thank you, Mr. Riviere.

16 THE COURT:

17 I'm just watching Mr. Riviere act as
18 the Clerk.

19 MR. FLOTTE:

20 We got to try and get him outside;
21 he's done everything else so.

22 BY MR. FLOTTE:

23 Q. Okay. Is this a text message that you sent
24 to the comptroller of Pelican Companies, Kristie -
25 - I apologize for the name -- Izaguirre on the day
26 after Christmas?

27 A. I did. Yes, sir.

28 Q. Okay. And the text of it today -- it says,
29 good morning. Did not want to bother you while on
30 vacation. As of now, I have closed down the white
31 -- I've closed down the white office -- excuse me.
32 I have closed the white office down again and had

52

1 contact with Berwick PD to make sure no one
2 trespasses. Again, hate to have to put employees
3 through this. Hope to get resolved soon, and you
4 have a happy holidays.

5 Is that a text and -- a true and correct --

6 A. Yes, sir. It is.

7 Q. And so as of April 26, 2024, did you have
8 any credentials to act as a manager following the
9 April -- April of 20 --

10 A. Absolutely. I mean, it's still -- we're in
11 -- we're in a civil case where I don't believe
12 he's the owner. I left Kristie in charge doing
13 that because there was things that needed to be
14 done. You still have to pay the taxes for the
15 company. You still have to do that.

16 Q. Well --

17 A. And --

18 Q. Let me ask you --

19 **MR. BARBRE:**

20 Your Honor, I want to object and I'll
21 ask that the witness be allowed to finish
22 his answer.

23 **MR. FLOTTE:**

24 I'm sorry. I apologize.

25 Please finish.

26 **THE COURT:**

27 You're right.

28 A. I let Kristie stay in there because there's
29 things that she has to do that -- that hurt me.
30 When she's getting advice from them right now --
31 you can look at the P & L, and they cannot prove
32 that LAC is profitable for Pelican on every piece

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1 of equipment that gets rent. But they pay it no
2 matter what, and they instruct her to do that.

3 So I have to stop Kristie from sucking
4 Pelican dry, and all of my money paying for a
5 company that your client took the position that I
6 don't own.

7 MR. FLOTTE:

8 Just for the record, we acknowledge
9 that he owns 49.9%.

10 JONATHAN SCULLY:

11 Of what company?

12 MR. FLOTTE:

13 Of Pelican Companies of America.

14 JONATHAN SCULLY:

15 And LAC?

16 MR. FLOTTE:

17 Excuse me. No.

18 BY MR. FLOTTE:

19 Q. So can you explain --

20 A. Yes.

21 Q. -- that that justifies shutting down the
22 office at Christmas?

23 A. Yes. Because I have to do what's best for
24 Pelican.

25 Q. And you wanted to do -- so you can do
26 payroll and maintain things, correct?

27 A. Yes. Absolutely.

28 Q. All right. Did you remove the --

29 A. Server.

30 Q. -- the server of --

31 A. Yes, sir.

32 Q. -- that server that allows Pelican's

1 comptroller to send out bills to the client?

2 A. I removed the server because it allows them
3 to collect money and pay LAC and -- and steal
4 money from Pelican to pay for things that, once
5 again, you say I don't own.

6 Q. Okay. All right. So when you said, hate
7 to have to put employees through this, hope to get
8 resolved, did you take the server in order to get
9 back at Laris by --

10 A. No. Absolutely not.

11 Q. -- sabotaging the company?

12 A. I took the server to make sure we could --
13 Pelican would no longer continue to keep going in
14 debt for LAC. That's why I took the server.
15 Because I left no choice.

16 They are commanding Kristie, which is right
17 here, to pay these bills when you and your client
18 keep looking at me and saying I do not own this
19 and there's no obligation within Pelican to do
20 this. So why would I take -- why would Pelican
21 continue to lose money and be unprofitable? And
22 that's why I'm here today on a preliminary
23 injunction and saying if these people keep running
24 my company, they're gonna run it dry for a company
25 they're telling me -- he's gonna clearly tell you
26 I don't own.

27 So how can he prove it's profitable? It's
28 not profitable but they're asking this lady to
29 keep sending the money to them. This helps me
30 none. You don't need a preliminary injunction
31 'cause you're gonna drain Pelican companies for
32 Ross Laris' benefit.

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JONATHAN SCULLY:

When I took money -- when I done the things they told you about, Your Honor, I done it because this is -- they are sucking my company dry.

This is my only source of income. He's trying to take it from me. He's threatening me. He's taking my vehicle. He's taking everything this man possibly can when he's got 30 things. He's telling me he's broke, but he gets on a jet and flies to Disney World.

But you can't loan 50-K.

So, I mean, you look at this contract and you look at this -- the reason why I sent that message and let Kristie do it is because I believed in the judicial system to make this right. And it says when you do not make the full capital contribution, you do not get ownership.

BY MR. FLOTTE:

Q. Okay. I'll show you a document I've marked as Defendant's Exhibit 45. It's a -- it's a Berwick -- Okay. Here we go.

MR. BARBRE:

Your Honor, I'm gonna object.

This is not relevant; it's hearsay.

THE COURT:

I'm sorry.

I don't even know what's -- I was taking the last note.

What are you offering?

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MR. BARBRE:

It's a Berwick Police Department offense report that they're gonna present here.

MR. FLOTTE:

He's explained why he took the server, and the Court needs to know what he told the police as to why he took the server.

THE COURT:

Yeah.

And this is recent so I have no problem --

JONATHAN SCULLY:

And, David, just to tell you, the police never even made me justify it.

He said, we're not even calling you. We -- we know you. We've been dealing with you for years.

They didn't even ask for an answer. I never gave the police a statement. They didn't even ask for me.

BY MR. FLOTTE:

Q. All right. I'll show you a document I marked as Exhibit 45, from the Berwick -- Berwick police officer offense report. When you took the server and shut -- sorry. When you took the server, did you tell anybody at -- did you tell Ross Laris or Kristie Izaguirre that you were taking the server?

A. No. I don't have to tell either -- anybody when I do things for my company.

1 Q. Okay. You -- you had said that you did not
2 give a statement to the police.

3 A. They never gave me a statement, never
4 called me, never did anything. They weren't
5 worried about it. They knew this was a civil
6 case. They know what's been going on. My whole
7 town knows what's going on.

8 Q. Okay. Look at the third page of Exhibit
9 45. Let me read it to you.

10 A. Okay.

11 Q. It says, on 12/27/24 -- this is between
12 Christmas and New Year's, just passed --

13 A. Yep.

14 Q. Chief Leonard advised that on 12/26/24 at
15 approximately 12:11 PM, Jonathan Scully contacted
16 him and advised he went into the company with his
17 keys and -- and access codes and took the server
18 and laptop. Mr. Scully stated they belonged to
19 him, and there is civil litigation going on
20 between him and the other companies. And due to
21 ongoing litigation, it appears to be a civil
22 matter. And the Berwick Police Department
23 advised, need to bring Mr. Scully to court.

24 You want to -- does that refresh your
25 recollection as to whether or not you gave a
26 statement to Berwick Police Department, as you
27 earlier testified?

28 A. I -- I never gave -- they never asked me
29 for a statement. I told Chief Leonard because I
30 talk to him often. I told Chief Leonard what I
31 done, but they never asked me for a statement.
32 No. There's never been any, hey, we need your

58

1 statement, or, hey, we need to come meet with you.
2 I just specifically told him what I done. And I
3 said, they're probably going to call you, before
4 they even called. And I said, when they do, this
5 is what I had done. So --

6 **THE COURT:**

7 You don't think that's your statement
8 when you're talking to the police, or
9 they just --

10 **JONATHAN SCULLY:**

11 But I'm talking to him as a friend at
12 the time.

13 So I did -- I never -- they never --
14 like, he never called and said, hey, they
15 claim this, or -- so I apologize if it
16 comes off that way. But talking to a
17 friend.

18 **BY MR. FLOTTE:**

19 **Q.** Referring to the first page of Exhibit 45,
20 you didn't know at the time of that call that
21 Chief Henry advised -- was advised of -- Assistant
22 Chief Henry advised that a burglary happened at
23 Pelican and they were investigating that burglary?

24 **A.** Once again, no. I talked to -- I talked to
25 him before I, you know -- when I done it, I talked
26 to Chief Leonard. I talk to Chief Leonard often.
27 Many people know that. I told him what I was
28 doing and I said, you know, hey, if they call --
29 and he said, it's a civil case and I'm not letting
30 you damage your name.

31 So I never got a statement and that's what I
32 -- what I meant by it. They never called me.

1 They never even done nothing. Y'all made y'all
2 case, and they just left it at that.

3 Q. Okay.

4 MR. FLOTTE:

5 Your Honor, in connection with the
6 injunction, we're going to offer into
7 evidence Exhibits 1 through 62. We've
8 provided a list, including Exhibit 45 and
9 -- I'm sorry -- including 49 and 45.

10 These were all filed in the clerk --
11 Court record beforehand, and we would
12 offer them at this time.

13 MR. BARBRE:

14 Your Honor, I'm going to object.

15 The preliminary injunctions that have
16 been set for hearing this morning do not
17 state that they're gonna be presented on
18 affidavits. Mr. Flotte's not indicating
19 what purpose any of these things are
20 being addressed to the Court for.

21 So they're not clearly relevant at
22 all to anything. And we have hearsay
23 provisions within all of this. So for
24 all those reasons as to the *in globo*
25 offer, the plaintiffs object.

26 THE COURT:

27 And when you tried to introduce P1
28 through P4, did you tell me any specifics
29 what they were introduced for?

30 MR. BARBRE:

31 I think the witness was very clear
32 about what they were being introduced for

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1 so there was no reason to object to them,
2 Your Honor.

3 **THE COURT:**

4 You were saying we were having a
5 hearing. I got no specifics before
6 lunch, was gonna be very short, and we're
7 now on over an hour.

8 Objection sustained.

9 **MR. FLOTTE:**

10 Sustained?

11 They're excluded, or the objection's
12 overruled?

13 **THE COURT:**

14 No, I'm sorry.

15 You -- they're in.

16 Y'all have me so confused right now.
17 Overruled. They can be admitted.

18 (Defense Exhibits 1 through 61 were
19 received into evidence by the Court.)

20 **BY MR. FLOTTE:**

21 Q. Okay. Do you recall signing the -- we'll
22 do it the longer way, but I'm gonna speed through
23 it. You recall signing the operating agreements,
24 substantially identical terms, previously marked
25 as Exhibits 2 through 11 -- same numbers as before
26 the St. Mary Parish?

27 **MR. BARBRE:**

28 Your Honor, I believe we can short-
29 circuit.

30 We'll stipulate that Mr. Scully
31 signed 2 through 11 -- 2 through 11 that
32 has been presented to the Court does not

61

1 have Exhibit A, which is referenced
2 through each of those documents attached
3 to them.

4 Mr. Flotte, if you would stipulate
5 that Exhibit A is the contract -- the
6 2021 contract that's been introduced so
7 that we are very clear on the record that
8 the completeness of those operating
9 agreements is with Exhibit A attached,
10 being the contract from September 2021.

11 **MR. FLOTTE:**

12 We agree.

13 And that is -- previously been listed
14 and put in evidence the -- Plaintiff's
15 Exhibit 2 or Defense Exhibit 1.

16 **THE COURT:**

17 So admitted.

18 I mean, accept your -- stipulation is
19 accepted.

20 **BY MR. FLOTTE:**

21 Q. Show you a document I've marked as Exhibit
22 12. It's a declaration of Matt Bernard under
23 penalty of perjury. Has this been -- wait, I'm
24 sorry.

25 **THE COURT:**

26 You're short one?

27 **MR. FLOTTE:**

28 Sorry. It was --

29 **THE COURT:**

30 Okay. I won't write on it.

31 Q. Okay. Have you seen the declaration --
32 this first declaration of Matt Bernard that was

1 given July 11, 2024?

2 A. Are you asking me that question?

3 Q. Yeah.

4 A. No. This the first time I see it.

5 Q. Okay. All right. I'll move on to the next
6 exhibit.

7 MR. FLOTTE:

8 We would -- if I haven't, I want to
9 offer 13 -- Exhibit 13 -- Defendant's 13
10 into evidence. That's the minutes of the
11 meeting that I believe were of April 2,
12 2024 that the witness testified --

13 THE COURT:

14 I thought we introduced 1 through 62.
15 Why --

16 MR. FLOTTE:

17 Oh. I'm sorry. That was granted.

18 Okay. No problem. If it's already
19 in --

20 THE COURT:

21 Okay.

22 DEPUTY CLERK:

23 Can I verify --

24 MR. FLOTTE:

25 I tender the witness.

26 DEPUTY CLERK:

27 -- something?

28 THE COURT:

29 Yes.

30 DEPUTY CLERK:

31 Y'all last number is 61, right?

32 MR. FLOTTE:

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I -- I gave you those last two --

DEPUTY CLERK:

Which were 60 and 61.

MR. FLOTTE:

Oh. No. I'm sorry.

I do need -- Your Honor, I have a little bit more I need to address.

Thank you for the clarification.

Let's go through --

THE COURT:

You stipulated Exhibits 1 through 62 including 45 and 49.

MR. FLOTTE:

Right.

Here's 61.

THE COURT:

And A.

MR. FLOTTE:

Right.

And 61 is already in evidence. I believe 61 is the bank records that we got yesterday.

THE COURT:

If it fell in that number of 1 through 62, yes.

MR. FLOTTE:

Yeah.

61 is the bank records that I provided to you.

DEPUTY CLERK:

I don't have a 62.

MR. BARBRE:

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David, I believe the Court's already allowed those in.

MR. RIVIERE:

The Clerk wants 62.
She doesn't have a copy --

THE COURT:

Another [inaudible].
Let's move --

MR. FLOTTE:

62, here we go.

THE COURT:

No.
We got 62.

DEPUTY CLERK:

I don't have it.

MR. FLOTTE:

Okay.
It should be 60 through 61.

THE COURT:

All right.

MR. FLOTTE:

You're right.

THE COURT:

Mr. Riviere, my -- my minute clerk is saying they did not -- she does not have 62. That's the only one --

DEPUTY CLERK:

It's because --

MR. FLOTTE:

You're correct.

DEPUTY CLERK:

-- the last one is 61.

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MR. FLOTTE:

61.

So I'll -- let me clarify the record. I'll withdraw my statement that I was offering 62 because that was my era made early, late last night.

So I -- I'm only gonna go with 61 -- 1 through --

MR. BARBRE:

61, what the clerk has.

MR. FLOTTE:

6 -- 61 is the financial records.

Excuse me, I have a couple more questions.

MR. BARBRE:

I thought he rested, Your Honor.

THE COURT:

No. He didn't.

MR. BARBRE:

Okay. I apologize. Sorry.

BY MR. FLOTTE:

Q. I would like you -- does he have 61 in front of him? 61, yeah. Okay. When you took -- sorry, take a minute. 61, of bank records, we received for the first time yesterday after server access was retained.

A. Correct.

Q. When you took the server or -- let me strike that. Did you make deposits and withdrawals from the Pelican Company of America bank account as shown on this document between March 13, 2024 and January 7, 2025?

1 A. I did. Yes, sir.
2 Q. Okay. So if we flip to the second page of
3 that, it was a deposit -- let me ask you, where
4 did you get the checks that were deposited?
5 A. The P.O. box.
6 Q. All right. So you went into the Pelican's
7 -- Pelican Companies' P.O. box to get the nine
8 checks that are deposited.
9 A. That is -- like, if you go look at the
10 signature, it's my personal P.O. box. That's been
11 -- for years, that's been my P.O. box.
12 Q. Okay. These -- so these are the -- the --
13 A. The checks were sent.
14 Q. The checks were sent and the checks were
15 payable to Pelican, correct?
16 A. Correct.
17 Q. All right. And you -- let's just look at
18 the first check for \$6,293.00 --
19 A. Correct.
20 Q. And that has your name, Jonathan Scully, as
21 an endorsement, correct?
22 A. Correct.
23 Q. And it also just has Pelican Companies
24 written on the back and --
25 A. Correct.
26 Q. And that's in your handwriting, correct?
27 A. Correct. Yeah. That's what the bank makes
28 you sign now.
29 Q. And, in fact, all of these checks -- why
30 don't you take a minute and flip through them?
31 A. I know what they all are.

32 **MR. BARBRE:**

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Your Honor, I'm gonna object.

This is cumulative. The witness has already said that he made the withdrawals. His signatures are his signatures. I don't believe we need further testimony about this. It's cumulative at this point.

MR. FLOTTE:

Okay.

THE COURT:

I think he looked at them, and he asked him to look at all of them. Wasn't sure he looked at all of them, and I can't see over my counter.

JONATHAN SCULLY:

I don't need to look at them, Your Honor. I know what they all are.

THE COURT:

That's what --

MR. FLOTTE:

All right.

MR. BARBRE:

Same -- same objection, Your Honor.

MR. FLOTTE:

All right.

MR. BARBRE:

Cumulative.

MR. FLOTTE:

I'm gonna move on. And just so --

THE COURT:

He clearly asked a question since your client admits he didn't even bother

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1 to look at them, as painful as it is for
2 the rest of us.

3 MR. FLOTTE:

4 All right. Almost done.

5 BY MR. FLOTTE:

6 Q. Does this show that -- when it says
7 internet transfer to 6821 of \$20,000.00 on
8 December 20th, '25, is that a transfer to your
9 personal account?

10 A. It is. Yes, sir.

11 Q. All right. And, similarly, you and --
12 excuse me -- December 30, 2024, you transferred
13 \$1,830.00 to your personal account.

14 A. I did. Yes, sir.

15 Q. And, finally, on January 7, 2025 after the
16 TRO was issued, you transferred \$6,260.00 to your
17 personal account.

18 A. After the TRO was issued --

19 Q. Yeah.

20 A. What -- which TRO are you speaking -- like,
21 after --

22 Q. The one that was issued --

23 A. -- y'all had a TRO?

24 Q. It --

25 A. I -- once you granted a TRO, I didn't do
26 anything except follow this Court's orders.

27 Q. Okay.

28 A. I got informed of the TRO -- I think they
29 sent the letter to us on the 6th or 7th, and I
30 couldn't believe it had been on the 2nd and we had
31 -- our counsel had never even got a --

32 Q. Okay. Did you remove the thumb drive -- the

1 point of rentals thumb drive from the server when
2 you took it?
3 A. Dude, I still have no clue what you're
4 talking about.
5 Q. Okay.
6 A. I have no clue.
7 Q. All right. Why did you take the server?
8 A. Why did I take the server?
9 MR. BARBRE:
10 Objection, Your Honor.
11 JONATHAN SCULLY:
12 For, once again --
13 MR. BARBRE:
14 Asked and answered.
15 JONATHAN SCULLY:
16 So you can stop sucking money from my
17 Pelican company to --
18 THE COURT:
19 Mr. --
20 JONATHAN SCULLY:
21 -- give to LAC.
22 THE COURT:
23 Mr. Scully, there's been an
24 objection. You need to stop.
25 JONATHAN SCULLY:
26 Yes, ma'am.
27 THE COURT:
28 What's your objection?
29 MR. BARBRE:
30 Asked and answered, Your Honor.
31 THE COURT:
32 What?

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MR. BARBRE:

Asked and answered.

He's already asked about the server.
Mr. Scully's already gave --

MR. FLOTTE:

All right.

MR. BARBRE:

-- an answer about the server.

THE COURT:

Move on.

MR. FLOTTE:

All right.

Tender the witness. I have nothing
further.

THE COURT:

You have any redirect?

MR. BARBRE:

I know --

THE COURT:

I'm gonna limit you to one then;
you're raising up one finger.

MR. BARBRE:

I know that's painting myself in a
corner, Your Honor, but I do think it's
accurate.

EXAMINATION

BY MR. BARBRE:

Q. Mr. Scully, why is the LAC owned equipment
not profitable for the Pelican Companies?

A. Because --

MR. FLOTTE:

Outside the scope of -- Your Honor, I

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object.

It's outside the scope of cross. I didn't talk about LAC.

THE COURT:

Pretty sure I got a -- let me make -- I have a note, won't go in debt for LAC. So LAC --

MR. FLOTTE:

All right.

He may have answered LAC.

BY MR. BARBRE:

Q. Mr. Scully, why is LAC Equipment not profitable for the Pelican Companies?

A. Because the notes outweigh the market price we can get for the equipment.

MR. BARBRE:

No further questions, Your Honor.

THE COURT:

You may step down. (Directed to witness.)

MR. BARBRE:

Your Honor, I have no further witnesses. I'm ready for argument on the matters before the Court.

THE COURT:

All right.

Does the plaintiff have any more witnesses -- defendant?

MR. FLOTTE:

No, Your Honor.

THE COURT:

He rested.

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MR. FLOTTE:

Give -- can I have a minute?

THE COURT:

(Nonverbal affirmative response.)

MR. FLOTTE:

Right.

No -- no witnesses, Your Honor. We rest.

THE COURT:

Another [inaudible] for your arguments.

Should I limit it?

MR. BARBRE:

Ma'am?

Was that -- was that my nickname?

THE COURT:

No.

I said --

MR. BARBRE:

Never mind, Your Honor.

I withdraw my question --

THE COURT:

I asked if I should limit the arguments.

It's 3:22. You've got ten minutes or less.

MR. BARBRE:

[Indiscernible] in the Court of Appeal, Your Honor, but I will move forward.

Judge, we briefed this. The position on the contract is very simple and

1 straightforward. There's one of two ways
2 this goes and, respectfully, Mr. Scully
3 wins on both arguments.

4 Under Louisiana Civil Code Article
5 1770, an obligation such as the 45-
6 million-dollar loan commitment by
7 Millennium and Mr. Laris, if it is at his
8 whim, it is null and void. That nullity
9 affects the entire contract, which means
10 he doesn't get any ownership in the
11 operating -- in the 10 Pelican companies.

12 Your Honor, there's a lot of history
13 that happened after the September 2021
14 agreement, as the Court has pointed out
15 and asked us to move forward to 2024;
16 however, what happened after that
17 agreement and the performance does not
18 somehow rectify the agreement or not make
19 it null. There are other issues, other
20 remedies, other legal battles to be had
21 but those are for another day.

22 Under Louisiana Civil Code Article
23 2030, it's absolutely null and it can't
24 be confirmed, ratified, or otherwise
25 breathe life into an absolutely null
26 agreement. That's what we have here.

27 Article 2033 goes on to say absolute
28 nullity may be raised by a defense --
29 raise as a defense, even by a party who
30 at the time of the contract knew or
31 should have known of the defects in the
32 contract. So Mr. Scully, reading this --

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1 even if he understood what it said --
2 doesn't mean that it's still not a null
3 agreement. And as a result, Millennium
4 doesn't own anything pursuant to that
5 agreement.

6 Alternatively, if there is life in
7 that agreement -- and Defendants have
8 admitted this in the briefing to the
9 Court -- there's a capital contribution
10 that's made. Under Louisiana Revised
11 Statute 12:1322 --

12 Your Honor, if I may approach and
13 provide the Court with a copy --
14 Millennium made a capital contribution
15 commitment to loan 45 million dollars.
16 No where in that document does it say
17 loan a million dollars or 2.5 million
18 dollars or whatever Mr. Laris or
19 Millennium think they might have done
20 previous to the signing of the agreement.
21 It says a loan of 45 million dollars.

22 **THE COURT:**

23 Up to, to be specific.

24 **MR. BARBRE:**

25 Up to -- up to; that is correct. The
26 language is up to, but it doesn't say 5
27 and no more, or 2 and a half and no more,
28 or 2 and a half and 9 months later, I
29 can't do 50 and then nothing else after
30 that. Doesn't address any of that.

31 The Revised Statute's also very clear
32 here that under 12:1322(B), if a party

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1 makes a commitment for a capital
2 contribution and then is called upon to
3 perform and doesn't, that member forfeits
4 -- and that's the word in the statute,
5 Judge -- forfeits his interest in the
6 LLCs.

7 So here under this contract, it's
8 either absolutely null under 1770 because
9 it's at the whim of Mr. Laris on the loan
10 or not loan -- wouldn't that be great?
11 Go to a bank; I need to build a house,
12 Judge. \$500,000.00 loan to build a
13 house; sign the loan documents. We'll
14 loan up to \$500,000.00. You start with
15 the foundation, you put the sticks up,
16 you put the roof up, and the bank says,
17 well, we said up to; we don't want to
18 loan more than the 200,000 that we put
19 out. That's effectively what Mr. Laris'
20 position is on this. A bank can't do it;
21 Mr. Laris can't do it. And if he doesn't
22 do it under 1322, he forfeits his
23 interest in the company. Zero. Fat
24 zero. There may be other remedies that
25 he has -- other arguments, but he does
26 not own the companies.

27 The issue before the Court is very
28 simple. Even if you look at the
29 operating agreements, the operating
30 agreements say, if you own 50.1%
31 membership interest in the Pelican
32 Companies, you get to control everything.

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1 That's obviously a summary, but it's not
2 far off. 'Cause Mr. Laris drafted them
3 and put them in his favor.

4 The determination for this Court is
5 who's the owner and is it at 50.1%.
6 Everything else falls in line with that
7 determination that the Court is asked to
8 make here today. And under the contract,
9 Mr. Laris and Millennium own nothing in
10 these 10 Pelican companies.

11 We've addressed the likelihood of
12 success there, the irreparable harm. If
13 Mr. Laris stays running these companies -
14 - running the Pelican companies, the
15 undisputed testimony before the Court
16 today is that LAC is gonna suck them dry
17 and continue to suck them dry.

18 So even if Mr. Laris would own 50.1%,
19 it's still to the company's benefit to
20 have Mr. Scully run them in a way that
21 makes business sense for Pelican
22 Companies. It doesn't matter what LAC's
23 interest is, but it's not Pelican's
24 interest. And that's the only evidence
25 before this Court, is a very clear
26 division there.

27 Your Honor, I'm gonna move to the
28 arbitration provisions very quickly,
29 here. The contract, if it is valid,
30 clearly provides only one form for
31 resolution of disputes under the
32 contract. That would include whether or

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1 not Mr. Scully has a personal guarantee,
2 and it says Lafourche Parish 17th JDC
3 period. There is no arbitration
4 provision in that contract. That
5 contract controls the issues that are
6 presented and addressed in that contract.

7 The operating agreements confirm that
8 the contract controls. Under 18. --
9 Section 18.8 of the operating agreements,
10 it very clearly and the only place here,
11 in any body of type where it's
12 underlined, it says, however -- and then
13 underlined -- this agreement does not
14 supersede the terms of Exhibit A, which
15 we addressed as the contract. Doesn't
16 supersede it. It doesn't change it;
17 doesn't affect it.

18 The operating agreements also state
19 in Section 13.2, that if there is a
20 conflict between the operating agreements
21 and the contract, the contract controls.

22 Judge, the -- every dispute involved
23 in this case or what the defendants have
24 submitted to arbitration are under the
25 contract. We gotta decide who owns the
26 businesses. We gotta have full hearings
27 on that. We gotta make determinations on
28 whether or not the personal guarantee has
29 any validity to it. We gotta determine
30 whether Millennium and Ross have breached
31 the agreement by not loaning 45 million
32 dollars. We gotta address damages for

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that.

Judge, all that is proper in this court, under the documents that the two gentlemen in this room that are representing all these entities, signed. They said, disputes about the contract are in the 17th. Even under the operating agreements that they signed later, they said disputes related to the contract are going to be decided in the 17th JDC.

There is no issue about management or something unique under the operating agreements. All of this falls in line solely on determinations under the contract. The contract is controlling when it comes to the arbitration provision.

Your Honor, if you have any questions, I'll be glad to answer them if I have any time left. But I appreciate the Court's attention and slight allowance of overtime for the presentation.

THE COURT:

I have one for you.

Your client testified saying that if he signed this piece of paper on September 6th of '21 knowing it didn't mean anything, how, now, are you going to stand by this contract?

You arguing this contract is what I need to go by.

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Not you, no.

MR. BARBRE:

No.

Your Honor, if it's valid, that's what you go by. If it's not valid, we don't even have to worry about the operating agreements because Mr. Laris has no interest whatsoever. Millennium has no interest whatsoever.

THE COURT:

All right.

That's --

MR. BARBRE:

There's -- there's a lot involved in this, Your Honor, as everybody --

THE COURT:

It is --

MR. BARBRE:

-- everybody here is aware of.

But that is the appropriate analysis and the appropriate outcomes for the temporary restraining orders, for the arbitration or staying before this Court for further resolution of disputes.

Thank you, Judge.

THE COURT:

Okay.

MR. FLOTTE:

All right.

Your Honor, for the record, we want to make sure that the record's completely clear that we are reserving our right to

1 arbitration, and we -- any comments that
2 we make to counter the other comments
3 made under Rule 39 of the Triple A.

4 I've heard Counsel make what sounded
5 like a closing argument. We need to
6 address all of these things. We need to
7 address the contract. That's the whole
8 reason for arbitration. That's why this
9 Court should and -- and, we think, you
10 know, send it to arbitration. I think
11 all -- all of the testimony has gone to
12 the merits, other than some very simple
13 facts.

14 The witness said he signed the
15 contract. The witness said he signed the
16 operating agreements. The witness said
17 he decided after more than 20 months of
18 operation, when he received the revenue
19 from financing with it, that it wasn't
20 profitable. So he can just wake up one
21 morning and regardless of the Court --
22 disregard the Court and go take property.

23 We've put the legal authorities in
24 our brief. But suffice it to say that
25 there's a parole evidence rule that
26 specifically is in the statute that they
27 relied on to try to say that there's a
28 forfeiture of Millennium's interest.
29 However, all of those issues are for the
30 arbitrator.

31 Okay. The point is Counsel made my
32 argument for me. There's so many

1 different things here. And the point is,
2 is -- is that, you know, he agreed to
3 arbitration. He may not want to follow
4 what he signed, but the Court can, kind
5 of, get an impression as to how his
6 manager -- his managerial efforts that
7 led to all of those bad financial
8 statements came to be. On the other
9 hand, those are issues for the
10 arbitrator.

11 In so far as the temporary
12 restraining order changed to an
13 injunction, we need a preliminary
14 injunction. We need protection from what
15 you saw on the stand. You know, the
16 problem is, is that an ill advised ex
17 parte restraining order was issued by St.
18 Mary before we were even consulted,
19 before opposing party had anything, and
20 it didn't have a deadline on it. And it
21 specifically says that the order is to
22 remain in effect. And it was so broad
23 that the concern on our part is that the
24 taking of property or the redelivering of
25 its property is not gonna stop today,
26 unless you stop it.

27 And that's why we -- we ask the Court
28 to follow the rules that we've -- the
29 authorities that we've said. Stay the
30 litigation except for enforcement of the
31 preliminary injunction, issue a
32 preliminary injunction in the form that

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1 we now have worked on at lunch in the
2 event that the Court rules in our favor.
3 And we've -- have a consensus, I believe.

4 And so what we would -- other than
5 that I would refer the Court to the
6 authorities, the cases that -- and
7 statutes that we've cited in our brief.

8 And -- excuse me, give me a second.

9 I don't have to -- Mr. Riviere was
10 saying he admitted he put money in his
11 personal account repeatedly.

12 And the evidence that we included
13 shows that he sold the brown office and
14 then closed down the white office, and
15 the company only had two offices. Took
16 the server and, you know, one of the --
17 the last two exhibits we -- said the skid
18 steer. That's company property that's
19 not available for rental. They can't
20 return it because it's somewhere on a
21 pipeline right-of-way. I don't want to
22 mischaracterize it.

23 But the point is, is Ross Laris --
24 well, it didn't come up; it's in the
25 documents -- 11 to 15 million dollars in
26 guarantees to try to make this work.
27 This contract had much greater risks for
28 Ross Laris. And the problem was is that
29 Millennium and Ross Laris trusted Mr.
30 Scully, rather than vice versa.

31 For those reasons we would ask that
32 the Court rule in our favor, maintain the

1 temporary restraining order in the
2 broader form that we have submitted with
3 some modifications that we gonna agree to
4 Counsel as to form, that we -- that the
5 case be sent to arbitration, other than
6 enforcement of the Court's order.

7 And the other exceptions and whatnot
8 can stay except the one concern that we
9 have is on the -- the -- the issue of the
10 plaintiffs -- Mr. Scully filing suit in
11 the name of the plaintiffs, which he did,
12 and filing a suit by Pelican Company of
13 America against Pelican Company of
14 America. He can't represent Plaintiff
15 and Defendant. We've -- we have provided
16 J -- the *Phelps* case and other cases to
17 show he wasn't the manager. He admitted
18 that there's no documentation to show he
19 was the manager. That is controlling; he
20 was not authorized.

21 We need to get him off the pleadings
22 as Plaintiff by maintaining the exception
23 of no right of action and insufficient
24 and -- and lack of procedural capacity to
25 act in the name of the Pelican Companies.
26 And that is important for the reputation
27 of the company because he is not the
28 spokesman for Pelican Companies -- any of
29 them.

30 Thank you, Your Honor.

31 **THE COURT:**

32 Do you have a draft of what y'all

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worked on during lunch?

MR. FLOTTE:

We do but -- you found it?

THE COURT:

If you lost it after all that time, well --

MR. FLOTTE:

Yeah.

I thought we were gonna have oral argument and ended up having --

THE COURT:

All right. All I need is a copy.

MR. FLOTTE:

I gotta make sure it's the last version.

THE COURT:

All right.

For the rest of you kind folks who've been patient sitting through this, my staff needs a five-minute break. I'm gonna look at what they did over their lunch hour, and I'll come back out to rule so don't go anywhere.

MR. FLOTTE:

And I'll -- just for the record, I believe that without admitting that the Court should enter it, I think Counsel for Mr. Scully approved it as to form in the event that you should accept what I have argued.

THE COURT:

He's a big boy; he'll tell me that.

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1 Okay. We're in recess for five
2 minutes.

3 (A brief recess was held at this time.)

4 THE COURT:

5 All right.

6 Okay. On the record, *Scully versus*
7 *Laris*, I listened very attentively to the
8 evidence presented, the arguments,
9 including our chambers conference
10 earlier.

11 It is my opinion that the contract
12 and personal guarantee signed on
13 September of '21 -- 6th of '21 is the
14 controlling factor, and it has all the
15 language to help you guys figure out what
16 direction I'm going in. In particular,
17 Number 4, which says that Mr. Laris owns
18 50.1 and Mr. Scully owns 40 -- 49.9
19 ownership in all the companies due to
20 signing of this agreement. I do
21 understand on the page -- on the
22 paragraph on Page 5 of 6 that speaks
23 about the document and any dispute
24 arising out of -- any document executed
25 as a result shall be decided by the laws
26 of the State of Louisiana. And we have
27 great laws in the State of Louisiana, and
28 one takes companies to the arbitration
29 process.

30 And for the record, all the exhibits
31 that you attached at once upon a time, I
32 did read them, made a summary. Each one

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1 of them -- each company has its own
2 operating agreement. Each company has
3 the exact same language, except to change
4 the name. And it has a provision for
5 arbitration, as well as the choice law.
6 And in every one of them, it speaks to
7 when you cannot resolve -- when all
8 disputes or issues between the members
9 which cannot be resolved by agreement or
10 by appropriate vote of the members, shall
11 be decided by binding arbitration in
12 accordance with the commercial rules of
13 American Arbitration Association.

14 So for as many times as y'all have
15 signed as many companies as they have --
16 and I think it's probably ten -- there
17 are ten reasons alone why this case is
18 going to arbitration. But in the
19 meantime -- and because y'all have
20 correctly pointed out that the 17th has
21 jurisdiction and venue as a result of
22 this contract 'cause y'all gave it to me
23 -- arbitration and the operating
24 agreements, you ruled -- you signed it
25 there that Terrebonne could make the
26 decision so I'm gonna let you go to
27 arbitration.

28 I thank you for your hard work during
29 the lunch hour. The Court is going to
30 execute the preliminary injunction and
31 order to stay the litigation pending
32 arbitration, except to enforce the

1 preliminary injunction. There has to be
2 some kind of resolution immediately to
3 the behavior between the minority and the
4 majority stockholder. Looking from the
5 outside inside, I'm sure some of you
6 sitting here probably could've resolved
7 it as well. It just doesn't have to be
8 the way it is.

9 So, basically, if this is the last
10 agreement -- I'm going to assume it is.
11 'Cause although Mr. Laris' attorneys gave
12 it to me, it does have to please serve
13 you.

14 Did you look at it, Mr. Barbre?

15 **MR. BARBRE:**

16 Your Honor, the document that you
17 have in front of you -- based on our
18 conference in chambers, the presentation
19 of evidence, and visiting with opposing
20 counsel, I anticipated that the
21 defendants would be granted their
22 preliminary injunction, that the
23 plaintiffs would be denied their request
24 from preliminary injunction, and that the
25 Court, relative to the arbitration
26 matters, is gonna send us to arbitration.

27 So we reserve all of our objections,
28 the arguments that were presented to the
29 Court -- but subject to that, the
30 plaintiffs do not have an issue with the
31 form of the judgment that has been
32 presented by the defendants.

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THE COURT:

Great.

Then y'all can step up and sign it right now 'cause we're gonna say it's introduced and signed by everybody. And that avoids me having to read the entire thing that you know what you're signing, otherwise, I will --

MR. BARBRE:

Judge, I'm not sure why we would sign it.

This is an order of the Court, as I understand it.

THE COURT:

That's to avoid me reading the entire thing.

If you two worked on it, y'all can both sign it.

MR. BARBRE:

Okay. Yeah.

THE COURT:

Otherwise, I will read the entire thing in the record.

What --

MR. BARBRE:

We -- we acknowledge that the Court is issuing this order.

THE COURT:

No.

That's not good enough. Y'all come up here and sign it.

MR. RIVIERE:

1 Judge, may I ask one question to
2 opposing counsel just so it's clear on
3 the record?

4 One of the things we have done when
5 we worked on this thing -- this relief
6 that we requested here -- we also pled
7 under the Triple A rules of commercial
8 arbitration, Rule R-39, which recognizes
9 that a judicial authority such as the
10 state district court can render the
11 interim emergency relief, which is
12 pending as a hearing on Friday in New
13 Orleans on the emergency relief with an
14 emergency arbitrator.

15 And I just want to make sure it's
16 clear on the record that the -- there's a
17 document that is gonna be the T-R -- this
18 injunction that's gonna be ordered by the
19 Court, that Counsel is in agreement
20 between Plaintiff and Defendants that
21 this is the granting of the emergency
22 relief under Rule R-39 pending the
23 outcome of the final arbitration.

24 **MR. BARBRE:**

25 Yes, Mr. Riviere.

26 And subject to all reservation of
27 rights and appellate rights that we have,
28 but we understand and agree that this
29 will be the -- the relief granted by this
30 Court will be the same relief and
31 incorporated into the Triple A.

32 **MR. RIVIERE:**

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It'll be the granting of the R-39 relief.

MR. BARBRE:

Yes.

MR. RIVIERE:

Thank you.

THE COURT:

All right.

Y'all can come up -- yes.

That didn't avoid me saying I want y'all signing it. (Pause.)

Now, who's filing this with the Clerk? Just give it to my Clerk; she's gonna process it. (Complied.)

Where's Mr. Scully? (Indicated.)

Okay. So Mr. Scully knows I've signed it.

Mr. Scully, so -- Mr. Scully? Incase your attorney doesn't tell you, I've signed the injunction. So be aware that there's another one.

JONATHAN SCULLY:

Yes, ma'am.

I'm not -- I'm gonna follow all the Court orders.

Thank you.

THE COURT:

I suspected you would.

***** (END OF TRANSCRIPT) *****

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201 GREEN STREET, THIBODAUX, LA. 70301

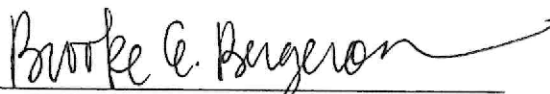
C E R T I F I C A T E

I, Brooke E. Bergeron, Certified Court Reporter, in and for the State of Louisiana, employed as an Official Court Reporter by the 17th Judicial District Court, Parish of Lafourche, State of Louisiana, as an officer before whom this matter was taken, do hereby certify that the above ninety-one (91) pages constitute a true and faithful transcript executed to the best of my ability and understanding; that this proceeding was reported by me in the voice writer reporting method; was prepared and transcribed by me or under my personal direction and supervision; and that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; and that I have no relationship with counsel or the parties herein, nor am I otherwise interested in the outcome of this matter which was held at Thibodaux, Louisiana, on January 15, 2025, in the matter numbered and entitled:

**JONATHAN SCULLY, ET AL
VERSUS
ROSS LARIS, ET AL
DOCKET NUMBER - 150707**

This certification is valid only for a transcript accompanied by my original signature and original imprinted seal on this page. Any copies must have a "COPY" stamp and my original imprinted seal.

In Faith Whereof, witness my signature this 14th day of April, 2025.



BROOKE E. BERGERON, CCR
CERTIFICATE #2014014