

IN THE CIRCUIT COURT OF DESOTO COUNTY, MISSISSIPPI

BRIAN K. LOFTON AND KEATON  
LANDSCAPING AND PRESSURE  
WASHING, LLC D/B/A B&B  
LANDSCAPING & PRESSURE WASHING

PLAINTIFFS/  
COUNTER-DEFENDANTS

VS.

CAUSE NO. CI2021-00059CWD

BOLIN GROVE FARMS, LLC, BOLIN  
PLANTATION, LLC, WALTER ROOP,  
BRIGGS EQUIPMENT, INC., AND  
SUNBELT RENTALS, INC.

DEFENDANTS/  
COUNTER-PLAINTIFFS

AND

BOLIN GROVE FARMS, LLC, BOLIN  
PLANTATION, LLC, WALTER ROOP

CROSS-PLAINTIFFS

VS.

BRIGGS EQUIPMENT, INC., AND  
SUNBELT RENTALS, INC.

CROSS-DEFENDANTS

ORDER ON DEFENDANT BRIGGS EQUIPMENT, INC.'S MOTION TO DISMISS

This matter is before the Court on a *Motion to Dismiss and Motion for Reasonable Expenses and Attorneys' Fees* filed June 2, 2025, by Defendant Briggs Equipment, Inc. (hereinafter "Briggs") and joined, *ore tenus*, by Defendant Sunbelt Rentals, Inc. (hereinafter "Sunbelt"), against Plaintiffs Brian Lofton and Keaton Landscaping and Pressure Washing, LLC d/b/a B&B Landscaping & Pressure Washing (hereinafter collectively "Lofton"), wherein Briggs (and Sunbelt), pursuant to Rule 37(e) of the Mississippi Rules of Civil Procedure and the Mississippi Litigation Accountability Act, seeks a dismissal of the case with prejudice and reasonable expenses and attorneys' fees.

The Court would note that in addition to reasonable expenses and attorneys' fees for discovery abuses, Briggs also seeks reasonable expenses and attorneys' fees related to the time and resources that were expended in responding to Lofton's June 19, 2025, responsive filing in which Lofton's counsel-of-record, Attorney Vanessa Price, relied almost exclusively upon cases that either do not exist or do not stand for the legal principle or quotation for which they were cited. Indeed, the only correct legal authorities cited



STATE OF MISS., DESOTO COUNTY  
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DALE K. THOMPSON, CIRCUIT CLERK  
BY V. Thompson D.C.

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DESOTO COUNTY, MS  
SEP 26 2025

to by Attorney Price in her responsive filing were Rules 3.1 and 3.3 of the Mississippi Rules of Professional Conduct, such Rules pertaining to meritorious claims and contentions and candor toward the Tribunal, Rule.

A hearing was held on Briggs' motion on September 11, 2025, and the Court, having considered the filings of the parties, the applicable law, and the arguments of counsel, now finds as follows:

### I. DISCOVERY VIOLATIONS

Briggs urges the Court to impose the ultimate sanction of dismissal, along with reasonable expenses and attorneys' fees, stemming from what they argue is Lofton's abuse of the discovery process through the production of fraudulent documentation and rendering of false claims, specifically in reference to Lofton's proof of damages relative to two vendors, namely Elite Consultants and Paramount Farms.

The Court will address each vendor in turn.

#### Elite Consultants

Elite Consultants, owned by John Babinski, was engaged by Lofton to provide environmental remediation services over a number of days in February 2020 following the hydraulic fluid leak giving rise to the instant cause of action. In an effort to support his claim for damages related to work performed by Elite Consultants, Lofton propounded upon Briggs in his *Answer to First Set of Interrogatories and Request for Production of Documents Propounded by Defendant/Cross-Defendant Briggs Equipment, Inc.* [MEC #55] and *Response to Third Set of Interrogatories and Fourth Requests for Production of Documents Propounded by Defendant/Cross-Defendant Briggs Equipment, Inc.* [MEC #142], his Itemized Labor and Expenses. Itemized Labor and Expenses, MEC #174-1 at pp. 7-88.

Lofton's Itemized Labor and Expenses is comprised of Oil Spill Work Logs dated February 15, 2020, through February 27, 2020; receipts/invoices; checks; credit card statements; and what the parties have termed "acknowledgments of payment," or documents on B&B Landscaping letterhead purportedly signed by Lofton and various vendors showing proof of payment for work performed. *Id.* Included within such Itemized Labor and Expenses are two receipts, Receipt #109 and Receipt #110, from Elite Consultants, that Briggs alleges to be fraudulent.

Receipt #109 is dated March 23, 2020, and reflects that Lofton paid Elite Consultants \$2,175.00 “[f]or absorbent boom and application.” *Id.* at p. 21. Receipt #110 is dated March 30, 2020, and reflects that Lofton paid Elite Consultants \$31,585.00 for “[c]onsulting and assisted with the process of reclamation of the property.” *Id.* at p. 75. All told, such receipts reflect that by March 30, 2020, Lofton had paid Elite Consultants a total of \$33,760.00.

In April 2024, Lofton sat for a deposition and was questioned about his claim for damages relative to work performed by Elite Consultants. During such deposition, Lofton offered the following testimony:

Q: Let’s look at Elite Consultants, LLC. And their charge is \$31,585. Now, is this Mr. Babinski’s bill?

A: Yes, sir.

Q: And how did you pay that bill?

A: Well, I -- I tried to pay him with a check, but he was going through a divorce and said he wouldn’t take a check, so...

Q: Did you ever give him a check that bounced?

A: Well, I gave him a check, because we didn’t know when we were going -- that was our agreement, I was going to pay him when I got paid. And he was like, “Well, write me a check showing me that and that will be all right. At least I can show the Court, you know, that you did say that you were going to pay me this amount.” So, I wrote him a check to hold until we got paid, and he went the very next day and tried to cash it.

Q: So, did you ever give Mr. Babinski \$31,585?

A: 30,000. Me and him kind of went south after that cash checking deal, and he told me he could not take a check because he was divorced. And I took him 30,000. And I said, “You can either take 30 or,” you know.

Q: So, when you took him \$30,000, was that a check?

A: Cash.

Q: So, you gave Mr. Babinski \$30,000 cash?

A: Yes, sir.

*Deposition of Brian Lofton, MEC #163-9 at 236:13-237:19.*

Accordingly, while Lofton represented to Briggs through his Itemized Labor and Expenses that he had paid Elite Consultants \$2,175.00 as of March 23, 2020 (Receipt #109) and an additional \$31,585.00 as

of March 30, 2020 (Receipt #110), for a total of 33,760.00, by Lofton's own testimony, the most he ever possibly paid Babinski was \$30,000.00.<sup>1</sup>

While this discrepancy alone demonstrates to the Court that Lofton abused the discovery process by producing knowingly fraudulent documentation to Briggs in discovery, it appears that such deception runs even deeper.

Prior to Lofton filing the instant cause of action, he and Attorney Price were in discussions with Briggs' in-house counsel, Yolanda Brown, in an attempt to resolve matters without the need for formal litigation. During the course of such pre-suit communications, Lofton submitted documentation to Attorney Brown that was, in Attorney Price's own words, "not true" and "fraudulent," to include the very same receipts, Receipt #109 and Receipt #110, that Lofton later turned over to Briggs in discovery as proof of damages. This is what Attorney Price had to say about such records:

There were several issues with the information we provided to them, and we will have to deal with them if we want to be successful in proving our case. To put it bluntly, the numbers just don't add up and if I noticed it, then they know it too. They are already suspicious of any document personally generated by you because of the Babs issue. From their standpoint, you provided them with "paid in full" receipts from Babs and even a signed acknowledgment from Babs swearing that he received his payment in March. Then an email is sent from Babs saying that he never signed this document and he never received any money from you. Even though the issue have [sic] now been settled, they still know that we sent an invoice that we claimed had been paid and an acknowledgment that we claimed had been signed, and it was not true.

August 26, 2020, Email, MEC #163-3 at p. 2 (emphasis added).

And,

**ELITE CONSULTANTS – SAYS YOU MADE 8 CASH PAYMENTS TOTALING \$31,585.00 (INVOICE #110) AND ALSO SAYS THAT A CREDIT CARD WAS USED TO PAY \$2,627.85 (INVOICE #109) HOWEVER, THAT INVOICE IS FOR \$2,175.00. ALSO, THE RECEIPTS (109) AND (110) DATED MARCH 23<sup>RD</sup> AND 30<sup>TH</sup> SAY THAT YOU PAID BABS IN FULL ON THESE [SIC] DATES. HOWEVER, THEN BABS TOLD HER HE HAD NOT SIGNED ANY ACKNOWLEDGMENT THAT HE HAD NOT BEEN PAID A DIME AS OF AUGUST, 2020. BASED ON THE SCREENSHOT THAT YOU SENT ME ON 8/12/20, BABS HAS NOW TOLD HER**

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<sup>1</sup> Briggs has produced a Sworn Affidavit of John K. Babinski wherein Mr. Babinski attests that, as of November 22, 2024, he has not received any payment from Lofton for the environmental remediation work he performed at Bolin Planation. Sworn Affidavit of John K. Babinski, MEC #163-11. While Briggs urges the Court to consider such sworn affidavit as evidence that Lofton perjured himself during his April 2024 deposition, the Court declines to take a position on what it considers to be a question of credibility.

THAT THIS HAS BEEN SETTLED BETWEEN THE TWO OF YOU, BUT I DON'T HAVE PROOF THAT HE ACTUALLY SENT THE EMAIL TO YOLANDA, AND NOW YOLANDA IS SUSPICIOUS OF EVERY DOCUMENT THAT WAS GENERATED BY OUR SIDE SINCE SHE KNOWS THAT THE RECEIPTS AND ACKNOWLEDGMENT OF PAYMENT WERE BOTH FRAUDULENT.

Attachment to August 26, 2020, Email, MEC #163-4 (emphasis added).

Based upon the above, it is clear to the Court that not only did Lofton knowingly and intentionally produce fraudulent proof of damages during the course of discovery but Attorney Price was likewise aware that such documents were fraudulent and aided Lofton in the perpetration of such fraud upon both counsel opposite and the Court.

#### Paramount Farms

Paramount Farms, which Lofton alleges is owned by Bryant Whitfield, although Bryant Whitfield disputes such ownership, *see Deposition of Bryant Whitfield*, MEC #181-1 at 9:23-10:4 (testifying that he is not the owner of Paramount Farms), is alleged to have provided sodding services to Lofton in connection with the hydraulic fluid leak. *See Plaintiffs/Counter-Defendants' Responses to First Combined Set of Interrogatories and Request for Production of Documents Propounded by Defendants, Bolin Grove Farms, LLC, Bolin Plantation, LLC, and Walter Roop*, MEC #163-5 at p. 4 ("Mr. Whitfield has knowledge of the amount of sod that was needed to repair the area damaged by the oil spill. He was the one that provided the sod.").

According to Lofton's Itemized Labor and Expenses and April 2024 deposition testimony, Lofton utilized the services of Paramount Farms on or about February 18, 2020, and March 24, 2020, in relation to the instant litigation.

#### **February 18, 2020**

According to Lofton's testimony, in January 2020 prior to the hydraulic fluid leak, Lofton's company, Keaton Landscaping and Pressure Washing, LLC d/b/a B&B Landscaping & Pressure Washing, accepted a job for "final grading, sod installation & flowerbed installation" at a house located on Craft Road in Hernando, MS. *Deposition of Brian Lofton*, MEC #163-9 at 246:1-8. Lofton testified that as a result of the clean-up efforts he was engaged in at Bolin Farms, when the time came to perform such job he was

unable to and contracted out the same to Paramount Farms. *Id.* at 240:9-11. Lofton testified that upon completion of the job, the homeowner paid Lofton \$5,650 for the work and Lofton immediately turned the same over, in cash, to Paramount Farms. *Id.* at 240:11-14; 246:9-25. As proof of such transaction between Lofton and Paramount Farms, Lofton produced his Itemized Labor and Expenses containing an Oil Spill Work Log dated February 17, 2020, an invoice from Paramount Farms dated February 18, 2020, and an acknowledgement of payment dated September 28, 2020. Itemized Labor and Expenses, MEC #174-1 at pp. 22-23, 30, and 79.

When Bryant Whitfield was questioned about such business transaction at his March 2025 deposition, he testified that the February 18, 2020, invoice produced by Lofton was actually a work order or estimate and did not reflect work that Paramount Farms had actually performed. *Deposition of Bryant Whitfield*, MEC #163-13 at 23:17-24:13; 27:20-24. Indeed, per Whitfield, such invoice/work order was generated in June 2020 at Lofton's request. *Id.* at 48:3-25. As proof of such assertion, Whitfield produced the following text message purportedly from Lofton dated June 12, 2020, at 9:27 AM, that prompted Whitfield to create such document:

Hey, can you do me a favor? I'm trying to get together a bunch of invoices and receipts together from when the tornado came through for my insurance. Can you send me a receipt showing you I paid you \$5,650 on 2-18-20? Put on the receipt that it was for sod and landscaping.

*Id.* at 47:12-19. Whitfield also testified that he never received \$5,650 in cash from Lofton. *Id.* at 29:20-22; 31:7-25; 41:25-42:3.

Furthermore, when Whitfield was shown a copy of the acknowledgment of payment produced by Lofton in discovery as further proof of damages, Whitfield testified, again, that Lofton had never paid him \$5,650 in cash as reflected on such acknowledgment of payment and, moreover, that the signature affixed thereon which purports to be that of Bryant Whitfield, was not his and that he had never given Lofton permission to sign anything on his behalf. *Id.* at 40:2-23; 44:4-7.

While Briggs points to Whitfield's testimony as proof that Lofton engaged in fraudulent conduct during the discovery process, and while such testimony certainly raises red flags, the Court is not convinced.

While there are undeniable inconsistencies between what Lofton alleges occurred and what Whitfield alleges occurred, and while the text message produced by Whitfield certainly gives some credence to Whitfield's version of events over Lofton's, it is not for the Court to decide which recounting is the more credible.

However, while the Court cannot find a discovery violation based upon Whitfield's testimony, in reviewing the acknowledgment of payment produced by Lofton, the Court is troubled by the manner in which Lofton represents the nature of the work performed by Paramount Farms and the financial injury Lofton alleges he incurred thereby.

In this regard, such acknowledgment of payment provides that Paramount Farms was paid \$5,650 in cash for work "that pertains to the oil spill job that B&B Landscaping cleaned up at Bolin Plantation" and is intended "to release Sunbelt from being responsible for having to go back and pay these sub-contractors at a later date." Itemized Labor and Expenses, MEC #174-1 at p. 79. In other words, Lofton represents through such document that Paramount Farms was paid \$5,650 in cash by Lofton for work related to the clean-up job at Bolin Planation and, accordingly, that the defendants are released from any financial liability to Paramount Farms for such work.

However, as acknowledged by Lofton himself, to the extent Paramount Farms performed a job for Lofton in the amount of \$5,650, which claim has itself been called into question, such work did not pertain to "the oil spill job that B&B Landscaping cleaned up at Bolin Plantation" but, rather, to a landscaping job at a residence on Craft Road. *Deposition of Brian Lofton*, MEC #163-9 at 246:1-8. Moreover, by representing that such acknowledgment was intended to "release" Sunbelt from having to reimburse Paramount Farms, the clear implication by Lofton is that he instead would be entitled to such reimbursement. But as Lofton himself testified, he merely turned over to Paramount Farms the \$5,650 in cash that he received from the homeowner and did not lose any money, let alone \$5,650, on such job. *Id.* at 240:9-17. Why then would he be entitled to \$5,650 from Briggs? The answer is he would not unless by producing such documentation he was misrepresenting the circumstances surrounding such \$5,650 "payment."

The Court finds that because Lofton’s sworn testimony and the acknowledgment of payment Lofton produced in discovery reflect two differing explanations as to the work allegedly performed by Paramount Farms and the damages allegedly incurred by Lofton as a result, that either Lofton perjured himself during his April 2024 deposition or produced fraudulent documentation during the discovery process. The Court need not decide which violation Lofton is guilty of as, regardless, it is clear to the Court that Lofton abused the discovery process.

**March 24, 2020**

Also attached to Lofton’s Itemized Labor and Expenses is a second invoice from Paramount Farms in the amount of \$3,690.00 for the following work:

Description	Rate	Qty	Line Total
Bermuda Pallet Tifway 419 Bermuda Pallet 450sqft	\$85.00	8	\$680.00
Bermuda Big Roll Bermuda Roll 360sqft	\$65.00	44	\$2,860.00
Delivery Delivery fee	\$150.00	1	\$150.00

Itemized Labor and Expenses, MEC #174-1 at p. 80.

Such invoice is dated March 24, 2020, and contains handwritten notations stating “3,675.00” and “I paid with check # 1768”. *Id.* Additionally, written on a yellow sticky note affixed thereto, is a handwritten notation that, yet again, references “check # 1768.” *Id.*

When questioned about such invoice, Whitfield was unable to state one way or another whether Paramount Farms had performed such work for Lofton in connection with the oil spill clean-up at Bolin Plantation. *Deposition of Bryant Whitfield*, MEC #163-13 at 32:21-36:15; 42:4-11. However, as with the invoice generated by Whitfield in relation to the work Lofton alleges Paramount Farms performed on or about February 18, 2020, Whitfield was again able to produce a text message purportedly from Lofton timestamped later the same day of Lofton’s February 18, 2020, request which reads as follows:

One more receipt I need from you. Send me a receipt where I paid for a load of sod delivered to Bolin Plantation, 8 pallets, 680; 44 rolls, \$2,860; deliver, 150; total \$3,690. ... Date it for March the ... 24th.

*Id.* at 49:7-16. It is certainly not lost on the Court that such text message contains the exact description of the work reflected on the March 24, 2020, invoice. *See* Itemized Labor and Expenses, MEC #174-1 at p. 80.

As proof that such invoice had been paid, Lofton included within his Itemized Labor and Expenses a check numbered 1768. *Id.* at 81. Such check is written out to Paramount Farms in the amount of \$3,675 and is dated February 24, 2020. *Id.* Setting aside the fact that the check is written for an amount that does not match the total amount of the invoice, although it does match the handwritten figure on the invoice produced by Lofton, and the fact that the check is dated February 24, 2020, or an entire month *before* the work was even invoiced, both of which give the Court cause for concern, most troubling to the Court is that the check reflects in the memo section that it is for invoice number 3332. *Id.*

The Court finds such reference to invoice number 3332 troubling because, in looking at the invoice produced by Lofton, while there is no visible invoice number, indeed Whitfield testified that the invoice number would normally appear in the exact location where the redundant yellow sticky note was placed prior to being turned over by Lofton, *Deposition of Bryant Whitfield*, MEC #163-13 at 36:3-6, the following excerpt from Attorney Price's August 26, 2020, email offers the Court some concerning insight into this:

**PARAMOUNT FARMS- THERE WERE TWO SEPARATE INVOICES. ... ON THE SECOND INVOICE, SAID YOU WROTE A CHECK FOR \$3,675 FOR INVOICE #3332 (IN MEMO) BUT THE INVOICE IS 3403 AND IS FOR \$3,690.00. (Need proof of how invoice 3403 was paid because even the vendor did not acknowledge payment of this invoice)**

Attachment to August 26, 2020, Email, MEC #163-4 (emphasis added).

Accordingly, the invoice produced by Lofton in his Itemized Labor and Expenses in the amount of \$3,690.00 is invoice number 3403, not invoice number 3332 for which check number 1768 corresponds. Moreover, as Attorney Price notes in her email, proof of payment relative to invoice number 3403 was still needed, further confirming that check number 1768 was not proof of payment as to invoice number 3403.

Despite having called such discrepancies to Lofton's attention as early as August 26, 2020, Lofton, and Attorney Price, nevertheless proceeded to produce to Briggs the same invoice (number 3403) and the same check (number 1768) as proof of damages, albeit this time with a yellow sticky note covering the invoice number and some handwriting to seemingly explain or otherwise legitimize the inconsistent dollar amounts reflected on the invoice versus on the check. It is clear to the Court that both Lofton and Attorney Price were aware of the fraudulent proof of damages when they exchanged the same during the course of discovery.

## II. DISCOVERY SANCTIONS

Having found that both Lofton and his counsel, Attorney Price, abused the discovery process by producing knowingly fraudulent documentation to bolster Lofton's claim for damages, the Court must now determine whether Briggs' requested sanction of a dismissal of Lofton's claims with prejudice and reasonable expenses and attorneys' fees is appropriate pursuant to Rule 37(e) of the Mississippi Rules of Civil Procedure and the Mississippi Litigation Accountability Act.

### Rule 37(e) of the Mississippi Rules of Civil Procedure

Pursuant to Rule 37(e) of the Mississippi Rules of Civil Procedure "the court may impose upon any party or counsel such sanctions as may be just, including the payment of reasonable expenses and attorneys' fees, if any party or counsel ... abuses the discovery process in seeking, making or resisting discovery." MRCP Rule 37(e).

"The decision to impose sanctions for discovery abuse is vested in the trial court's discretion. The provisions for imposing sanctions are designed to give the court great latitude. The power to dismiss is inherent in any court of law or equity, being a means necessary to orderly expedition of justice and the court's control of its own docket." *Pierce v. Heritage Properties, Inc.*, 688 So.2d 1385, 1388 (Miss. 1997) (internal citations). "While the severest of sanctions should be reserved for extreme circumstances, the district court does not abuse its discretion by imposing the sanction of dismissal when a party demonstrates flagrant bad faith and callous disregard for its responsibilities." *Id.* at 1390 (citing *Medina v. Foundation Reserve Insurance Co.*, 870 P.2d 125, 126 (1994)).

In determining whether dismissal of Lofton's cause of action is an appropriate sanction under Rule 37(e) for the abuse uncovered here, the Court must consider the following *Pierce* factors:

- (1) Whether the discovery violations were the result of willfulness or bad faith;
- (2) Whether the deterrent value of Rule 37 may be achieved by lesser sanctions;
- (3) Whether the wronged party has suffered prejudice as a result of the discovery violation;  
and
- (4) Whether the discovery abuse is attributable solely to trial counsel instead of a blameless client.

*City of Jackson v. Rhaly*, 95 So.3d 602, 608 (¶12) (Miss. 2012) (citing *Pierce*, 688 So.2d at 1389)).

**(1) Whether the discovery violations were the result of willfulness or bad faith**

“A finding of willfulness may be based upon either a willful, intentional, and bad faith attempt to conceal evidence or a gross indifference to discovery obligations.” *Pierce*, 688 So.2d at 1390 (citing *Medina v. Foundation Reserve Insurance Co.*, 870 P.2d 125, 126 (1994)).

With respect to those damages being claimed by Lofton for work performed by Elite Consultants, Lofton, through Attorney Price, submitted paid-in-full invoices that, per Attorney Price's August 26, 2020, email, were known to be fraudulent, a fact that Lofton himself confirmed during his deposition.

As to those damages claimed by Lofton for work performed by Paramount Farms on February 18, 2020, not only were significant questions raised as to the veracity of the “invoice” Lofton produced as proof of payment, but the acknowledgment of payment produced by Lofton to “release” the defendants from any financial liability to Paramount Farms, itself of questionable authenticity, misrepresented both the work performed by Paramount Farms and the nature of any alleged financial injury suffered by Lofton.

Finally, as to those damages claimed by Lofton for work performed by Paramount Farms on March 24, 2020, Lofton, through Attorney Price, submitted a paid-in-full invoice and check that was known by both Lofton and Attorney Price to be unrelated to the claimed damages. Rather than address this fraud, a yellow sticky note was simply placed on the mismatched invoice to conceal the invoice number, some handwritten notes were added to the invoice, and the same bad invoice and check were turned over to Briggs in discovery.

There can be no question that both Lofton and Attorney Price's conduct during discovery was the result of their gross indifference to their discovery obligations. To acknowledge one day that certain documentation is fraudulent and the next submit the very same documentation as proof of damages was a blatant, "willful, intentional, and bad faith attempt" by Lofton to deceive both Briggs and this Court.

**(2) Whether the deterrent value of Rule 37 may be achieved by lesser sanctions**

The Court has considered the deterrent value of lesser discovery sanctions, to include assessing attorneys' fees and reasonable expenses incurred by Briggs in uncovering such abuse, excluding such evidence of damages at trial, and disallowing recovery as to such damages, or any combination thereof. However, in light of the egregiousness of such violations and Lofton's response thereto, the Court does not find that anything less than dismissal would serve sufficient deterrent value.

Much of the discovery abuse uncovered by Briggs was exposed by the August 26, 2020, email written by Attorney Price. Rather than acknowledging, as the August 26, 2020, email did, that, for example, the paid-in-full invoices for Elite Consultants were fraudulent and, perhaps, had been inadvertently provided to Briggs in discovery, Lofton denies any wrongdoing and instead attempts to distract from such deception by scolding Briggs for even using such August 26, 2020, disclosures against him: "Briggs relies heavily on the [August 26, 2020] pre-suit correspondence between Attorney Price and Lofton intended to be privileged information and sent only to one other party with the expectation of him being a Co-Plaintiff to allege that Lofton submitted fraudulent documentation." Plaintiffs' Response in Opposition to Motion to Dismiss and Motion for Reasonable Expenses and Attorneys' Fees Filed by Briggs Equipment, Inc., MEC #174 at p. 4.

Then, after placing blame on the disclosure of the August 26, 2020, email, Lofton attempts to characterize such fraudulent documentation as merely reflective of "the real-world limitations of a small business responding to an urgent situation" rather than anything fraudulent or otherwise deceptive, *Id.* at p. 9.

Lofton also attempts to reframe the narrative surrounding such August 26, 2020, email, by urging the Court to see such email as something to be lauded:

There is no indication that Lofton or Attorney Price attempted to deceive Briggs or the Court. On the contrary, this type of internal review reflects caution and transparency, not bad faith. This candid legal advice – taken out of context by Briggs – shows Attorney Price preparing her client for scrutiny, not instructing him to fabricate anything. In fact, Attorney Price goes on to advise that expenses should be removed unless they can be supported by checks or credit card statements. The takeaway is clear: Both Attorney Price and Lofton went above and beyond to comply, not conceal.

*Id.* at 4. While the Court may have been inclined to give some weight to Lofton’s argument that such email was intended to prepare Lofton for the scrutiny of litigation, any such inclination was abandoned when neither Lofton nor Attorney Price heeded such “candid legal advice” and proceeded to produce the very same fraudulent invoices to Briggs in discovery.

While the Court understands that Lofton is displeased that such August 26, 2020, email, having been stripped of any attorney-client or common-interest privilege, became part of the record, rather than protest such disclosure or present it as something it clearly was not, the Court would have hoped to see from Lofton some acknowledgment and acceptance that Lofton allowed fraudulent documentation to be produced during the discovery process.

It has become abundantly clear to the Court that but for such August 26, 2020, email having come to light, there is every likelihood that the discovery abuses uncovered by Briggs would have gone undetected and the fraud that Lofton and Attorney Price were perpetrating upon Briggs and this Court would have continued unabated.

The blame shifting and misdirection employed by Lofton in an effort to downplay any culpability for the pattern of discovery abuses that occurred here is disheartening and indicates to the Court a refusal by Lofton to appreciate the seriousness of these transgressions and the Court finds that any sanction lesser than dismissal would serve no deterrent value. *See, e.g., Edwards v. Coca Cola Bottling Company United, Inc.*, 264 So.3d 763 (Miss. 2019) (affirming trial court’s dismissal where plaintiff offered false responses in her interrogatory responses and deposition about her medical history); *Scoggins v. Ellzey Beverages, Inc.*, 743 So.2d 990 (Miss. 1999) (affirming trial court’s dismissal where plaintiff offered false responses in her interrogatory responses and deposition about her medical history); *Pierce v. Heritage Properties, Inc.*, 688 So.2d 1385 (Miss. 1997) (affirming trial court’s dismissal where plaintiff lied under oath on

multiple occasions); *Mubarak v. Sullivan*, 296 So.3d 156 (Miss. Ct. App. 2020) (affirming trial court's dismissal where plaintiff lied under oath about her medical and pharmaceutical history)

**(3) Whether the wronged party has suffered prejudice as a result of the discovery violation**

As reflected by both Briggs' motion and in the *Affidavit of Alison O'Neal McMinn* [MEC #196] and billing records submitted therewith, Briggs endured "major inconvenience in time, attorney fees and general frustration" in uncovering Lofton's abuses. *Scoggins v. Ellzey Beverages, Inc.*, 743 So.2d 990, 997 (¶33) (Miss. 1999). The Court has no reason to doubt that Briggs devoted a substantial amount of time, resources, and effort in uncovering such fraud because it too has spent a disproportionate amount of its own time sorting through the records turned over and piecing together the precise nature and extent of Lofton's violations.

Moreover, as noted by Briggs, "due to Lofton's deception and admission that he has no other evidence besides his own signed acknowledgments to support his claims for damages," such signed acknowledgments being of the same general form as the one at issue with respect to Paramount Farms, Briggs would be forced to conduct additional discovery and incur additional expense to re-depose Lofton and depose other contractors Lofton alleges he paid in connection with work done relative to the oil spill clean-up. The Court also notes that the need to conduct such extensive additional discovery at this late stage would introduce significant further delays in bringing this dispute to a resolution for Briggs.

Accordingly, the Court finds that Briggs has been, and will continue to be, substantially prejudiced as a result of Lofton's discovery violations. However, the Court notes that Sunbelt, who *ore tenus* joined such motion, has not demonstrated to the Court how it was substantially prejudiced by Lofton's misconduct and, accordingly, has failed to satisfy this prong of the *Pierce* factors.

**(4) Whether the discovery abuse is attributable solely to trial counsel instead of a blameless client**

Finally, there can be no doubt that Lofton was complicit in the discovery violations uncovered. As evidenced by his discovery responses, Lofton turned over fraudulent documentation during the discovery process in an attempt to support his claim for damages.

There is also no doubt that when Lofton turned over such fraudulent documentation in discovery, he did so knowing that such documentation was fraudulent. In this regard, the August 26, 2020, email unequivocally shows that Lofton was aware of the fraudulent documentation and, in spite of such knowledge and with the apparent expectation that such August 26, 2020, email would not be seen by Briggs, submitted to Briggs as proof of damages the very same fraudulent documentation identified in Attorney Price's pre-suit email.

This is not a situation where Lofton mistakenly turned over fraudulent documentation or otherwise held a sincere belief in the veracity of such documentation. Lofton, in a display of complete and deliberate disregard for his discovery obligations, provided Briggs with knowingly fraudulent records in an effort to bolster his damages claim.

#### **Conclusion**

The truth-seeking function of not only the discovery process but the judicial process as a whole can only work when the participants and their attorneys therein conduct themselves with integrity. Lofton's own "flagrant bad faith and callous disregard" for his discovery obligations, his refusal to acknowledge the egregious manner in which he abused the discovery process, and the substantial prejudice that Briggs has suffered and would continue to suffer if it were required to continue its litigation against such an actor, have left the Court with no other choice. Accordingly,

**IT IS, THEREFORE, ORDERED** that that *Motion to Dismiss and Motion for Reasonable Expenses and Attorneys' Fees* filed by Briggs Equipment, Inc., and joined by Sunbelt Rentals, Inc., be, and the same hereby is, **GRANTED** as to Briggs Equipment, Inc. and **DENIED** as to Sunbelt Rentals, Inc.

**IT IS FURTHER ORDERED** that Plaintiffs' Brian Lofton and Keaton Landscaping and Pressure Washing, LLC d/b/a B&B Landscaping & Pressure Washing claims against Briggs Equipment, Inc., as stated herein are finally dismissed with prejudice.

#### **Mississippi Litigation Accountability Act**

Pursuant to the Mississippi Litigation Accountability Act, "if the court ... finds that an attorney or party unnecessarily expanded the proceedings by other improper conduct including, but not limited to,

abuse of discovery procedures available under the Mississippi Rules of Civil Procedure[.]” then “the court shall award ... reasonable attorney’s fees and costs against any party or attorney[.]” Miss. Code Ann. § 11-55-5(1). “When a court determines reasonable attorney’s fees or costs should be assessed, it shall assess the payment against the offending attorneys or parties, or both, and in its discretion may allocate the payment amount them, as it determines most just, and may assess the full amount or any portion to any offending attorney or party.” Miss. Code Ann. § 11-55-5(3).

“[A] trial court’s award of attorney’s fees under the Litigation Accountability Act [is reviewed] for an abuse of discretion. In the absence of a definite and firm conviction that the court below committed a clear error of judgment in the conclusion it reached upon weighing of relevant factors, the judgment of the court’s imposition of sanctions will be affirmed.” *Kuhn v. High*, 302 So.3d 630, 640 (¶26) (Miss. 2020) (internal citations and quotation marks omitted).

Having found that Lofton and Attorney Price abused the discovery process, and as such misconduct has needlessly expanded these proceedings as evidenced by both Briggs’ motion and the *Affidavit of Alison O’Neal McMinn* [MEC #196] and billing records submitted therewith reflective of the extensive time, energy, and resources expended by Briggs in bringing such abuses to light, pursuant to the Mississippi Litigation Accountability Act, the Court awards Briggs reasonable attorney’s fees and costs in the amount of \$37,584.91.

In arriving at such amount, the Court, in the exercise of its sound discretion, considered the factors outlined in Mississippi Code Section 11-55-7. While Lofton and Attorney Price assessed the validity of their damages claims prior to filing suit as evidenced by Attorney Price’s August 26, 2020, email, it is apparent to the Court that, despite such so-called “pre-suit diligence,” both Lofton and Attorney Price largely disregarded the identified discrepancies, filing the instant cause of action and relying upon the same fraudulent materials as proof. *See* Miss. Code Ann. § 11-55-7(a), (c) & (d). Moreover, after such fraudulent materials were brought to Lofton and Attorney Price’s attention by counsel for Briggs, rather than acknowledge such fraud and either withdraw such claim or otherwise produce verifiable proof of damages, Lofton and Attorney Price maintained, in the face of incontrovertible evidence to the contrary, that such

proof of damages as had been produced was well-founded and not the product of fraud. *See* Miss. Code Ann. § 11-55-7(b) & (d).

While the Court finds that Lofton was complicit in such fraud, because Attorney Price, as an officer of the Court, not only condoned such misconduct but actively engaged in it, the Court assesses the full amount of such attorney's fees and costs against Attorney Price alone.

**IT IS, THEREFORE, ORDERED**, that Attorney Price pay Briggs the amount of \$37,584.91 in reasonable attorneys' fees and costs in full within 30 days of the entry of this Order. Attorney Price is to coordinate such payment with Briggs' counsel of record, Attorney Alison McMinn, or her designee.

### **III. HALLUCINATED CASES**

As noted above, in addition to requesting reasonable expenses and attorneys' fees for discovery abuses, Briggs also seeks reasonable expenses and attorneys' fees related to the time and resources that were expended in responding to Lofton's June 19, 2025, responsive filing in which Attorney Price relied almost exclusively on either fictitious cases or cases that do not stand for the legal principle or quotation for which they were cited.

Attorney Price's overwhelming reliance on hallucinated cases in her responsive filing herein was first noted by Briggs in its rebuttal memorandum filed July 1, 2025. The Court, having also made note of such irregularities, via its Order dated September 2, 2025, ordered Attorney Price to file with the Court copies of each of the cases cited to in her responses, clearly designating therein where the legal principles or quotations relied upon could be found, or, if unable to so comply, provide the Court with a written explanation as to how and why such erroneous case law citations appeared in her responses. *See* Order, MEC #184.

On September 9, 2025, Attorney Price filed her response to the Court's September 2, 2025 Order. Plaintiff's Response to Order of the Court, MEC #185. While Attorney Price acknowledged her reliance on both non-existent case law and case law that did not support the legal principle or quotation for which it was cited as to *all fourteen (14) such citations*, she accepted no responsibility for her misrepresentations to

either opposing counsel or the Court, instead laying the blame on her limited legal resources, stating, in part, as follows:

As a solo practitioner, counsel for Plaintiff did not have the benefit of the extensive staffing, resources, and research tools available to the big firms representing Defendants, and which collectively employ over a hundred attorneys.

Plaintiff's [sic] Response to Order of the Court, MEC #185 at p. ¶3.

And,

[Plaintiffs'] counsel is a solo practitioner and does not have the benefit of subscriptions to large databases as the larger firms do. As such, the extensive research required and performed by counsel was done using the resources available which included "Fastcase" provided by the Mississippi Bar Association, and regular internet research to locate valid case law on the issues. However, with artificial intelligence being new and [Plaintiffs'] counsel being unaware that genuine internet research could result in artificial intelligence providing false information, Counsel learned the hard way that she relied on information that she now knows was not real. When researching issues online, artificial intelligence can apparently provide false information and ultimately produce "genuine looking" results that appear facially legitimate but are, in fact, fabricated. However, each of the cases obtained through counsel's research and subsequently referenced in Plaintiff's [sic] responses to the Motions were shepardized [sic] to determine their authenticity and applicability to the issues. However, again, being unfamiliar with artificial intelligence and having no idea it had the ability to provide false information when conducting regular research online, counsel's finding of "no negative history" apparently meant the case was not real, as opposed to the customary interpretation of the case being good law and not having been overruled.

*Id.* at p. ¶5.

Many attorneys have limited time and resources. The cure for such limitations is for counsel to petition the Court for an extension of time which this Court freely grants. Further, the Court finds Attorney Price's claim that she shepardized each of the cases relied upon particularly dubious given her own acknowledgment that some of the cases do not exist at all. Moreover, even for those cases that do exist, it is not enough to ensure that a case has "no negative history." Counsel has a professional and ethical obligation to "not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law ... for doing so" and, additionally, to not knowingly "make a false statement of material fact or law to a tribunal[.]" Rules of Prof. Conduct, Rule 3.1 & 3.3(a)(1). Counsel cannot perform such duties where she does not read and ensure the accuracy of the cases cited in her own court filing.

Attorney Price additionally attempted to lay blame at the feet of the Mississippi Bar Association, stating:

Plaintiffs' counsel has *never* used any version of artificial intelligence before (knowingly) but was confident when [sic] information presented this way because the Mississippi Bar Association has recently added it as a paid service to be used with FastCase, and the cases referenced in Plaintiffs' responses were authenticated showing they were real.

Plaintiff's [sic] Response to Order of the Court, MEC #185 at p. ¶8.

The Court does not find the fact that the Mississippi Bar Association now, apparently, enables members to subscribe to an artificial intelligence tool on Fastcase is any sort of justification for Attorney Price's wholesale reliance on what such AI tool generated without the exercise of any sort of quality control to ensure its accuracy.

Attorney Price further attempted to minimize the seriousness of her misconduct:

Here, the inclusion of inaccurate citations was inadvertent and not intended to mislead the Court, and is in fact good law, just with the incorrect citations. ... While Plaintiffs' counsel acknowledges that certain authorities cited do not exist, the citations were generated through the use of an artificial intelligence research tool that presented them as legitimate and verifiable as with using FastCase.

Plaintiff's [sic] Response to Order of the Court, MEC #185 at ¶¶ 9-10.

There is nothing "inadvertent" about citing to cases that do not exist or to cases that do not stand for the legal proposition or quotation for which they are cited. Counsel's reliance upon artificial intelligence to respond to Briggs' motion was a deliberate act, as was her decision to blindly rely upon the authorities produced thereby.

Finally, Attorney Price attempted to portray to the Court that she was proactive in responding to such misrepresentations:

Upon discovery that the citations could not be located in any recognized legal database, Plaintiffs' counsel filed a corrected version of each pleading and ceased reliance on such sources absent independent verification.

Plaintiff's [sic] Response to Order of the Court, MEC #185 at ¶10.

The Court would note that not only did Attorney Price make no attempt to file a "corrected" version of her responsive filing prior to the Court's September 2, 2025 Order herein, but that Attorney Price's

reliance on fictitious or otherwise inapposite case law to support her response in opposition to Briggs' motion was first raised by Briggs in their July 1, 2025, rebuttal. *See* Defendant Briggs Equipment, Inc.'s Reply to Plaintiffs' Response to Briggs' Motion to Dismiss and Motion for Reasonable Expenses and Attorneys' Fees, MEC #181. Despite being put on notice as of July 1, 2025, Attorney Price waited until the Court entered an Order on September 2, 2025 requiring her response September 9, 2025, just two days before the hearing on Briggs' motion. This was the first action taken by the Plaintiff in response to such erroneous case law authorities. The Court would hardly consider such two month delay to be proactive.

While Attorney Price may think no real harm was done by her reliance on artificial intelligence to respond to Briggs' motion, as Briggs and this Court experienced firsthand, Attorney Price's indiscriminate reliance on AI resulted in the expenditure of significant time and resources that could have, and should have, been allocated to other matters. As the U.S. District Court for the Northern District of Mississippi stated,

When used carelessly, AI produces frustratingly realistic legal fiction that takes inordinately longer to respond to than to create. While one party can create a fake legal brief at the click of a button, the opposing party and court must parse through the case names, citations, and points of law to determine which parts, if any, are true. As AI continues to proliferate, this creation-response imbalance places significant strain on the judicial system.

*Ferris v. Amazon.com Services, LLC*, 778 F.Supp.3d 879, 880-81 (N.D. Miss. April 16, 2025). "Opposing counsel, and the court, should not have to parse case citations and parentheticals to discern whether cases exist, and if so, if they stand for the propositions asserted." *Takefman v. Pickleball Club, LLC*, 2025 WL 2457892 \*1 (Fla. 3d DCA 2025).

Moreover, such harm extends beyond that which was inflicted upon counsel opposite and the Court. "Clients hire attorneys to perform legal research, investigate the merit of their claims, and provide the best argument in support of their case to the Court. The Court cannot permit attorneys to delegate these fundamental tenants of the attorney-client relationship to an AI platform and submit the product to the Court without review." *Benjamin v. Costco Wholesale Corporation*, 779 F.Supp.3d 341, 349 (E.D.N.Y. April 24, 2025).

This Court has the “inherent authority to impose sanctions upon those who abuse the judicial process.” *Macvaugh v. State*, 385 So.3d 443, 451 (Miss. Ct. App. 2023) (quoting *Tricon Metals & Servs. Inc. v. Topp*, 537 So.2d 1331, 1335 (Miss. 1989)). And there is no question that “submitting fictitious cases and quotations to the Court degrades [and] impugns the integrity of the Court” and “is an abuse of the adversary system.” *Malone-Bey v. Lauderdale County School Board*, 2025 WL 2098352 \*4 (S.D. Miss. July 25, 2025) (internal citations and quotation marks omitted).

For citing to no fewer than fourteen (14) erroneous case law citations in her responsive filing, such misrepresentations impugning the integrity of the Court and interfering with the administration of justice,

**IT IS, THEREFORE, ORDERED** that sanctions be imposed against Attorney Price as follows:

1. The Court awards Briggs Equipment, Inc., \$7,472.00 in reasonable attorneys’ fees and costs incurred by its counsel in researching, replying to, and arguing against *Plaintiffs’ Response in Opposition to Motion to Dismiss and Motion for Reasonable Expenses and Attorneys’ Fees Filed by Briggs Equipment, Inc. and Plaintiffs’ Response in Opposition to Motion for Summary Judgment and for Sanctions Filed by Briggs Equipment, Inc.*<sup>2</sup> such amount to be paid in full by Attorney Price within thirty (30) days of the entry of this Order. Attorney Price is to coordinate such payment with Briggs’ counsel of record, Attorney Alison McMinn, or her designee.
2. Within sixty (60) days from the date of this Order, Attorney Price shall attend and complete six (6) hours of approved CLE courses on Artificial Intelligence. On or before November 25, 2025, Attorney Price shall file in MEC proof of attendance and a certificate of compliance showing strict adherence with this Order;

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<sup>2</sup> The Court, by its Order Denying Defendant Briggs Equipment, Inc.’s Motion for Summary Judgment as Moot, awarded Briggs Equipment, Inc., reasonable attorneys’ fees and costs incurred by its counsel in researching, replying to, and arguing against *Plaintiffs’ Response in Opposition to Motion for Summary Judgment and for Sanctions Filed by Briggs Equipment, Inc.* as a sanction for Attorney Price’s reliance on hallucinated cases in her responsive filing, such fees and costs to be combined with the reasonable attorneys’ fees and costs incurred by Briggs’ counsel in researching, replying to, and arguing against Lofton’s response herein.

3. At the September 11, 2025 hearing, Attorney Price indicated that she had self-reported to the Mississippi Bar and further cited FastCase, a paid service rendered by the Mississippi Bar, as a source for the fourteen (14) cited hallucinated cases. Attorney Price shall send a certified copy of this Order by both email and U.S. Mail to The Mississippi Bar for review. On or before October 1, 2025, Attorney Price shall file in MEC a certificate of compliance showing conformity with this Order. Such certificate of compliance shall include the name, physical address and email address such Order was sent to as well as the date sent; and
4. Attorney Price shall send a letter to Plaintiffs Brian Lofton and Keaton Landscaping and Pressure Washing, LLC d/b/a B&B Landscaping & Pressure Washing explaining to Plaintiffs her reliance on artificial intelligence in generating her responsive filing herein. On or before October 1, 2025, Attorney Price shall file in MEC a copy of such letter and certificate showing compliance with this Order.

SO ORDERED this the 26<sup>th</sup> day of September, 2025.

  
CELESTE E. WILSON  
CIRCUIT COURT JUDGE