

STEVEN L. WILSON	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
	*	
v.	*	FOR
	*	
SCOTT L. WILSON, TRUSTEE	*	BALTIMORE COUNTY
of the Mabel E. Wilson DOT dated 3/25/1998		
and the F. Lindsay Wilson DOT dated 3/25/1998	*	CASE NO. 03-C-18-012257 QT
And		
	*	
SHARON A. CLABAUGH, TRUSTEE	*	
of the Mabel E. Wilson DOT dated 3/25/1998		
and the F. Lindsay Wilson DOT dated 3/25/1998	*	
And	*	
	*	
Mabel E. Wilson	*	:
Defendant		
SCOTT L. WILSON, TRUSTEE	*	
of the Mabel E. Wilson DOT dated 3/25/1998		
and the F. Lindsay Wilson DOT dated 3/25/1998	*	
And		
	*	
SHARON A. CLABAUGH, TRUSTEE	*	
of the Mabel E. Wilson DOT dated 3/25/1998		
and the F. Lindsay Wilson DOT dated 3/25/1998	*	
And	*	
	*	
Mabel E. Wilson	*	
	*	
v.	*	
	*	
STEVEN L. WILSON		
* * * * *	*	* * * *

**SUPPLEMENTAL INFORMATION AND EXHIBITS TO  
EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER,  
PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION**

Now come Scott L. Wilson, and Sharon A. Clabaugh, co-Trustees of the Mabel E. Wilson Revocable Trust dated 3/25/1998 and the F. Lindsay Wilson Revocable Trust dated 3/25/1998, and Mabel Wilson, individually, and filed this Supplemental Information and Exhibits to their Emergency Motion for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction:

While there are a variety of items to complain about that were improperly removed or damaged, the most flagrant are summarized below.

1. Attached are photographs taken by Scott Wilson of the interior of the red barn that was constructed on the Kiser Farm which were taken on January 7, 2022 and January 13, 2022. Exh. R.
2. Attached as of January 13, 2022 are the photographs of the interior boards stripped away to reveal the insulation. By Code, the insulation is to be covered because the kraft paper is flammable. The trustee can verify the absence of wall covering. The photo of Dec. 20, 2022 uploaded to Facebook shows the wall intact after the court-ordered sale and bid, but before it was ripped out after January 7, 2022. Exh. R.
3. Mr. Scott Wilson has been informed that because the lines for the heat pump/air conditioner on the Home Farm were cut, and moisture in the lines corrodes the tubes, the entire system must be replaced. Exh. S showing heat pump in 2019 appraisal and the cut refrigerant lines.
4. The repairman advised that had he the repairman cut the lines releasing the refrigerant into the atmosphere, the fine is \$20,000.

5. Actually, per the attached, the EPA can assess a fine of \$37,500 per day for any intentional release of refrigerant. See, Exh. T.  
[https://19january2017snapshot.epa.gov/sites/production/files/2015-08/documents/section\\_608\\_of\\_the\\_clean\\_air\\_act.pdf](https://19january2017snapshot.epa.gov/sites/production/files/2015-08/documents/section_608_of_the_clean_air_act.pdf), downloaded Jan. 31, 2022.
6. With respect to the Home Farm, claim was made in the Steven Wilson Amended Complaint paragraphs 115-120 in Count VII (filed Feb. 15, 2019) for damages due to alleged capital improvements Steven Wilson had made. In consideration of Defendants giving up their claim for waste to the property as a result of illegal dumping, Count VII, the claim of Steven Wilson for Unjust Enrichment (including for Capital Improvements), was dismissed. Among the capital improvements claimed were the air conditioner/heat pump and the trailer on the Home Farm. See, Exh. U produced by Steven Wilson.
7. With respect to the Kiser Farm, the Court ordered the court-appointed trustee to sell the Kiser Farm and referenced on the first page of the Order entered June 22, 2021:  
  
    ““WHEREAS the Parties have agreed that the property known as the "Kiser Farm," which consists of approximately 81 acres, a house, several barns and outbuildings and a cell tower cannot be equitably physically divided and the parties have not agreed upon a physical division of the said property, but have agreed upon the hereinafter set forth disposition of the Kiser Farm property, it is hereby  
  
    ORDERED,... shall be transferred to an Independent Trustee to oversee and administer the valuation and sale of the Kiser Farm; and it is further....”  
Exhibit B, Order of 6/22/21 at pp. 1-2
8. There were no exceptions for any outbuilding of any sort, and the basis of the winning bid by Mabel Wilson was the Court’s order and its terms including all buildings on the Kiser Farm.
9. Moreover, Mabel Wilson agreed to give Mr. Steven Wilson, \$15,000 as consideration for the terms of the Kiser Farm Order of June 22, 2021.

10. The trailers are referenced in the spreadsheet produced by Steven Wilson attached as Exh. U and entitled “Copy of Capital Improvements\_Wilson-updated.xlsx.”

11. With respect to the Microwave, it was a replacement for a hood and the cabinets were built around it to accommodate the cabinet and its ventilation leaving a hole in the side of the home covered only by a ventilation cover. The specialty bracket needed to mount the microwave was left behind. See, Exh. N.

\_\_\_\_\_/s//Brooke Schumm III\_\_\_\_\_  
Brooke Schumm III  
AIS# 198709010027  
LEVIN GANN, Pa  
(410) 321-4653  
Fax: (833) 801-1118  
bschumm (at) levingann.com  
Attorneys for Defendants/Counterclaimants/  
Movants herein

#### REDACTION NOTICE

The undersigned certifies that material required to be redacted under the Maryland Rules has been removed.

\_\_\_\_\_/s//Brooke Schumm III\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this \_\_31st\_\_ day of \_\_January\_\_, 2022 was served by the Court’s e-filing system to counsel who has appeared on behalf of Steven L. Wilson:

M. David Stallings Esquire  
Niles, Barton & Wilmer, LLP  
111 South Calvert Street, Suite 1400  
Baltimore, Maryland 21202  
Attorney for Steven L. Wilson

\_\_\_\_\_/s//Brooke Schumm III\_\_\_\_\_  
Brooke Schumm