Settlement Position

Pearson v. Pearson · No. 236951 · Prepared November 20, 2026 · Property: 8792 W Fairway Dr, Baton Rouge

	Ned	Lindsey
Share of the sale equity, second mortgage borne by Ned	$7,001.25	$209,962.74
Reimbursement claim, satisfied from Lindsey's share	+$83,902.18	–$83,902.18
Concierge Capital, Ned's half of the supported charges	–$2,661.77	+$2,661.77
Escrow refund, half each	+$9,262.31	+$9,262.31
Net	**$97,503.97**	**$137,984.64**

The escrow refund sits outside the funds held by Esposito Law Firm; the other three lines divide the $216,963.99 held there.

The reimbursement claim — $83,902.18

Re-cut on the rulings of 18 November 2026: utilities from the date of filing to 24 April 2026 at 75/25; mortgage from the date of filing to the sale on 26 October 2026 at 50/50; nothing before the date of filing; internet excluded.

Category	Items	Billed	Share	Lindsey owes
Mortgage	28	$95,667.33	50%	$47,833.70
Utilities	61	$13,773.83	25%	$3,443.54
Pool	21	$9,214.00	50%	$4,607.00
Construction & Home Improvements	4	$16,639.35	50%	$8,319.68
Home Repairs & A/C	2	$6,600.00	50%	$3,300.00
Advances to Lindsey	19	$4,754.29	100%	$4,754.29
School/Tuition	26	$45,385.98	12%	$5,446.32
AT&T; Business	19	$200.00	excluded	$0.00
Storage	10	$2,925.48	50%	$1,462.77
Cleaning	7	$2,469.75	50%	$1,234.88
Lawn/Yard	4	$700.00	50%	$350.00
Moving/Household	3	$2,000.00	80%	$1,600.00
Labor	1	$3,100.00	50%	$1,550.00
Total				**$83,902.18**

The sale

Commerce Title file 2600514A, settled and disbursed October 26, 2026. Sellers: Gerald Thomas Pearson, Jr. and Lindsey M. Pearson. Ned received $0.00 at closing — the entire net proceeds were disbursed to Esposito Law Firm and are held there.

Settlement statement — seller's side	Amount
Contract sales price	$892,500.00

Settlement statement — seller's side	Amount
Settlement charges to seller	–$22,847.50
Parish taxes 01/01/26 – 10/27/26	–$7,632.95
Payoff of first mortgage (loan 1476447212)	–$442,094.07
Payoff of second mortgage (XXXXXX0587)	–$202,961.49
Proceeds to Esposito Law Firm (held)	**$216,963.99**
Cash to seller at closing	**$0.00**

Of the $216,963.99 held by Esposito Law Firm	Ned	Lindsey
If the second mortgage were a joint debt	$108,481.99	$108,481.99
If it is solely Ned's, as analysed	**$7,001.25**	**$209,962.74**

Lori Palmintier, 11/18/2026: the second mortgage is solely Ned's. It is in his name alone, and paragraph 14 of the Multiple Indebtedness Mortgage provides that Lindsey signed only to let it encumber the property as security — she is not liable for its repayment. It was nevertheless paid off out of the joint sale proceeds before the net was struck, so half of that payoff came out of Lindsey's side of the equity and is a reimbursement owed to her.

Line 509 of the settlement statement carries the heading "Concierge Capital" with no amount. A payoff line for that account was set up at closing and was never funded — which is why the balance is still accruing.

Escrow refund — $18,524.61

Escrow balance returned after payoff	Detail
Check 0010252973, dated 2026-11-10, Assurance Financial Group, LLC	void after 2027-02-08
Payable to	GERALD THOMAS PEARSON JR / LINDSEY M PEARSON (joint)
Window / split	2024-07-18 to 2026-10-26 · 50/50
Half each	**$9,262.31**

The escrow balance on loan ****7212 was returned after payoff: $18,524.61, check 0010252973 dated 11/10/2026. It is NOT on the settlement statement and is NOT part of the funds held by Esposito Law Firm. It is a joint asset outside the closing, and the check is made out to both parties, so neither can negotiate it alone.

Same rule as the mortgage, per Lori Palmintier 11/18/2026: 7/18/2024 (date of filing) through 10/26/2026 (date of sale) at 50/50. The refund accrued entirely inside that window, so the whole $18,524.61 is split, not a fraction of it. Working: the 2026 payment of $3,917.74 less P&I; of $1,990.26 is $1,927.48 of escrow a month, and $18,524.61 is about 9.6 months of that - i.e. 2026 collections. The settlement statement charged the 2026 parish taxes 01/01/26-10/27/26 ($7,632.95) as a proration at closing, which confirms escrow had not yet disbursed them. Nothing in the balance predates the filing.

The escrow was funded by the monthly mortgage payments, and the reimbursement claim already asks Lindsey for 50% of those payments gross — escrow included. Claiming the whole refund AND half of the payments that built it would recover the same money twice. The two consistent treatments are arithmetically identical: split the refund 50/50, or keep it all and reduce the mortgage claim by half of it. Either way the net to Ned is $9,262.31. Doing both is the position that gets taken apart.

Concierge Capital — balance $12,258.69

Notable Finance, LLC. Account in Lindsey Pearson's name alone, Loan ID T69MK2, 6.00% APR, $25,000 limit, billed to 8792 West Fairway Drive. Ned is asked for half. Ned had no access to the card or the funds at any time, and no payment of any kind has been made on this account in eight months.

	Amount	Ned’s half
Supported — named vendor, house or children	$5,323.54	$2,661.77
Proof required — unitemised retail	$2,052.11	
Contested — relocation, not maintenance	$1,246.19	
Unaccounted — balance of the cash transfer	$3,212.00	
As billed	**$11,833.84**	**$6,129.35**

The position taken is $2,661.77 — half the supported charges only. The remaining $3,467.58 of exposure is suspended pending an invoice and a receipt for each line.

What is needed to release the suspended charges

1. Order-level receipts for all 16 Amazon and Walmart charges, showing items purchased and delivery address.
2. Bank statement for the account ending 4807, March–April 2026, tracing the $3,212.00 balance of the cash transfer.
3. Invoices from Lions Lawncare and Fernando Perez showing the work performed and the property served.
4. Written confirmation that no charge here is also billed to Ned in the main reimbursement claim.
5. Vendor contact details for any invoice Lindsey cannot locate, as she offered on 11/10/2026.

Basis of the figures

Documented — a source record exists for the item: the settlement statement for the sale, the lender’s cheque for the escrow refund, payment confirmations for the mortgage, and the lender’s own statements for every Concierge charge, which reconcile to its stated principal to the cent.

Inferred — five mortgage months produced no payment confirmation. They are claimed on the basis that the loan was never delinquent and was paid off cleanly at closing; a payoff consistent with five missed payments would have been several thousand dollars higher, with late fees. The lender’s full payment history settles it.

Not claimed — voluntary support, child support paid in advance of 21 April 2026, and direct support provided to Eli are listed separately and form no part of the figures above. Judicial interest has not been calculated.