Witness: Mark Purdom

Date: 2004-09-08

Proceedings held September 8, 2004

Called by: People (prosecution)

Phase: Guilt

Examinations: Direct – Rick Distaso; Cross – Mark Geragos

Day 1 of 1 for this witness

Court: San Mateo County Superior Court, Redwood City (People v. Scott Peterson)

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Direct Examination by Rick Distaso

DISTASO: Mr. Purdom, where do you work?

PURDOM: AIM Property Management.

DISTASO: And was that an, is that a property management company in the city of Modesto?

PURDOM: That is correct.

DISTASO: Mark that. Your Honor, I'm going to mark two. I can staple them together, actually be easier.

JUDGE: Do you want mark them separately?

DISTASO: I'm going to mark them as one.

JUDGE: 218, exhibit consisting of two pages.

GERAGOS: Which are you marking?

JUDGE: 218.

DISTASO: Mr. Purdom, let me show you this document, 218. Just hold on to it for a second. Did your company lease an industrial complex to Mr. Peterson as a representative of TradeCorp some time in the year, I think it was 2001?

PURDOM: Yes.

DISTASO: And that lease was for a two-year period?

PURDOM: I believe so.

DISTASO: And do you know when the lease was due to expire?

PURDOM: October 31st of 2000 and,

DISTASO: If you look at 218, just look at the second page. That will probably refresh your memory.

PURDOM: It's October 31st, 2003.

DISTASO: In January, specifically on January 13th of 2003, did you receive a letter from Mr. Peterson advising your company of his intent to vacate that those premises?

PURDOM: Yes.

DISTASO: Is that the document that's there in front of you?

PURDOM: Mr. Distaso, can we take a short breather for a minute? One of the jurors doesn't have their notebook. Jenne is trying to track it down.

DISTASO: That's no problem, Judge.

JUDGE: Go ahead, Jenne.

BAILIFF: Thank you. Thank you, Judge.

JUDGE: Okay. We are all set.

DISTASO: All right. Thank you, your Honor.

JUDGE: Back on the record.

DISTASO: And we were, where we left off, you, as a representative of the company, had received a letter from Mr. Peterson stating his intent to vacate the premises on January 13th?

PURDOM: That's correct.

DISTASO: And I think,

JUDGE: Excuse me. Did he get a letter on January 13th on his intent to vacate the premises on the 13th?

DISTASO: I was going to clear that up. You actually, I think the letter is dated January 13th, is that right?

PURDOM: Yes, it is.

DISTASO: Intent to vacate 30 days from that date?

PURDOM: Correct.

DISTASO: Let me,

PURDOM: I mean it doesn't say the actual date. It's requesting to prorate the amount through February.

DISTASO: And let's go through it. It says, also please accept our intention to vacate 30 days from this date. And then it's parentheses 1-13-03?

PURDOM: Correct.

DISTASO: The first page, 218, in fact, your Honor, just to make it easier, I'm going to make in 218, the second page 218

JUDGE: Okay.

DISTASO: 218 is the letter you received from Mr. Peterson?

PURDOM: Pardon me.

DISTASO: 218 here is the letter you received from Mr. Peterson?

PURDOM: Yes.

DISTASO: Looks like it's stamped January 14th. Would that be the date you received it?

PURDOM: Yes.

DISTASO: And the 218A would be the second page of this, would be your letter in reply to Mr. Peterson?

PURDOM: Yes.

DISTASO: And your company, did you accept this early termination of the lease?

PURDOM: No, we did not.

DISTASO: And did Mr. Peterson, to your knowledge, continue to make payments on the property until he was arrested in April?

PURDOM: The payments, I believe there was an early termination that I believe took effect March 31st of 2003.

DISTASO: And who was that worked out between?

PURDOM: The TradeCorp company, the corporate people.

DISTASO: Your company in March, I guess, stopped dealing with Mr. Peterson and dealt with some other representative of the company?

PURDOM: Yes.

DISTASO: Do you know who that was?

PURDOM: Well, they were represented by Curtis and Arat

DISTASO: One of the law firms in town?

PURDOM: Yes.

DISTASO: Then you worked out something to terminate the lease?

PURDOM: Right.

DISTASO: And let me just put this up here quickly, and we can show the jury. So this is the letter you got. It just said regarding payments and intent to vacate. Please find closed check number 1261 for payment of the January rent. Please inform of any late charges. Also please accept our written, I'm sorry, our intention to vacate 30 days from this date, 1-13-03, and advise of prorated amounts for February. And it's signed Scott Peterson. Is that right?

PURDOM: Yes.

DISTASO: Okay. Then the second page is, I'm not going to read through the whole thing. But the second page is just your letter back to Mr.

Peterson saying we're not going to accept an early termination of this particular lease?

PURDOM: That's correct.

DISTASO: No further questions, your Honor.

Cross Examination by Mark Geragos

GERAGOS: Good morning. You brought your file with you today?

PURDOM: I did.

GERAGOS: I just looked at it because you brought it for the first time. I guess today was the first time somebody saw it?

PURDOM: Un-hun.

GERAGOS: Okay. He didn't stop dealing with you in March, did he? Because when I looked through the file, it didn't look like that. In fact, it looks like, I'll make copies of these if I could.

PURDOM: Okay.

GERAGOS: Let me just show you these. I'm going to put them up. I assume all of these things that are in your file, you know what they are. They are checks that you received and then you then copied them and placed them in the file that you maintained for this particular piece of property?

PURDOM: Yes.

GERAGOS: And is it a fair statement that all of these checks represent, take a look through these, all these checks represent the payments for the rent during the term?

PURDOM: Yes.

GERAGOS: Okay. Is it also a fair statement that you entered into an agreement for termination of the lease that, looks like this lease was supposed to go through October of 2003, correct?

PURDOM: Correct.

GERAGOS: Does it look like in May of 2003 that you ended up terminating the lease, and they made a payment, the TradeCorp did?

PURDOM: Yes.

GERAGOS: Is it, also looks like in your rent payments that Mr. Peterson, Scott Peterson was paying out of his personal account for the rent? March 31st of 03. Looks like you received that one in April?

PURDOM: Yes.

GERAGOS: Okay. So does it look like, if I understand this correctly, we have got a check here, let me just start from November. Looks like for the November rent, this check is off of the TradeCorp; is that correct?

PURDOM: Yes.

GERAGOS: Okay. And looks like all of the ones prior to that are off of TradeCorp, right? They are TradeCorp checks?

PURDOM: Correct.

GERAGOS: Then it looks like the December rent is a TradeCorp check; is that right?

PURDOM: Yes.

GERAGOS: And then the January, this is the first one we got, looks like a handwritten for January rent, correct?

PURDOM: Yes.

GERAGOS: That's, January 13th was that, did that check come in with that letter that you just got? Looks like it's the same date. I just don't know.

PURDOM: It could be, yes.

GERAGOS: Then you have got the February rent, which is paid, correct?

PURDOM: Correct.

GERAGOS: And then it looks like Scott Peterson, with his own check, pays the March rent; is that right?

PURDOM: Yes.

GERAGOS: Then looks like, with his own check, he pays the April rent; is that right?

PURDOM: Yes.

GERAGOS: And that's, you received that some time, April 10th. Then looks something like, he gets arrested on April 18th or April 19th. The next thing you did after that is you entered into this termination agreement; is that correct?

PURDOM: Yes.

GERAGOS: And that termination agreement is entered into. And in May they paid a lump sum with, the company paid a lump sum, and entered into this two-page agreement that's right here;

is that right? Is that correct?

PURDOM: Yes.

GERAGOS: Could I, judge, mark all those documents just collectively as defendant's next in order?

JUDGE: All right.

GERAGOS: I'll make a copy of this.

JUDGE: That will be defendant's group exhibit, Defendant's D6D

GERAGOS: Were you aware at some point, either the end of January or end of February, that some vehicle had driven into the warehouse, did some damage to the warehouse itself?

PURDOM: Yes.

GERAGOS: How were you aware of that?

PURDOM: I'm not sure who informed me of that. It may have been Mr. Peterson.

GERAGOS: Mr. Peterson called you up to ask you if you knew a contractor to repair the damage that somebody had done when they drove their car smack dab into the warehouse?

PURDOM: Yes.

GERAGOS: Okay. Now, when you originally signed this lease, I found this in your file this morning also, you received this fax explaining what TradeCorp was, and who owned it, and what the purposes of it were?

PURDOM: Yes.

GERAGOS: This is something you relied on when you entered into the lease; is that correct?

PURDOM: Un-hun.

GERAGOS: Okay. I'd like to mark this as defense next in order.

JUDGE: D6E.

GERAGOS: Okay. And specifically if you were told the TradeCorp is a new division of, from Madrid, Spain, is that correct?

PURDOM: Yes.

GERAGOS: First business of SAPEC that is located in the U.S.

PURDOM: Yes.

GERAGOS: They are a distributor for packaged agricultural materials incorporated in October of 2000 for the purpose of registering products here, is that correct?

PURDOM: Yes.

GERAGOS: And SAPEC is making these investments to TradeCorp to achieve five million in sales. All capital comes as cash from the parent company. No debts will be incurred. Correct?

PURDOM: Yes.

GERAGOS: That was your understanding. That was the basis upon which you entered into the lease, correct?

PURDOM: Correct.

GERAGOS: I ask this be marked, you stated it on the record?

JUDGE: D6E.

GERAGOS: Now, in dealing with the termination of the lease, did you deal with the lawyers from the, I think you mentioned it was the Curtis and Arata firm?

PURDOM: Arat

GERAGOS: In Modesto?

PURDOM: Yes.

GERAGOS: They inform you, did they inform you at any point, or were you aware that they had already, in November of 2002 already contracted for a warehouse in Fresno?

PURDOM: No, I was not.

GERAGOS: Okay. Were you aware that the corporation had made the decision to transfer this well before Laci Peterson had gone missing?

PURDOM: No, I was not.

GERAGOS: Anybody ever show you, in trying to get the lease terminated, a rate quotation contract from American Warehouse dated October 30th of 2002?

PURDOM: No.

GERAGOS: Did they tell you that they no longer needed the warehouse in Modesto because they had already contracted, well before Laci Peterson went missing, for an alternative warehouse that was located in Fresno?

PURDOM: No.

GERAGOS: Thank you. I have no further questions.

JUDGE: Mr. Purdom be excused?

DISTASO: Yes. I have no further questions.

JUDGE: Thank you very much.