

STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

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APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
BENTLEY PRICE, CIRCUIT COURT JUDGE

S.C. SUPREME COURT

Appellate Case No. 2021-000837

IN THE MATTER OF: Estate of Paul Brandon Barringer II

Hampton B. Luzak, ...Appellant

v.

Merrill B. Light, Merrill U. Barringer as Personal Representative of the
Estate of Paul Brandon Barringer II, J. Randolph Light, Jr., Merrill B. Light
as putative trustee of the Paul B. Barringer II Revocable Trust dated
December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer
Light Revocable Trust, ... Respondents

--and--

Hampton B. Luzak, ...Appellant,

v.

Merrill U. Barringer, ...Respondent,

Coastal Forest Resources Company ("CFRC").....Intervenor/Respondent.

**RECORD ON APPEAL
VOLUME XVI OF XVI**

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Certificate of Counsel

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ROA 007131

South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

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1 STATE OF SOUTH CAROLINA
2 IN THE COURT OF COMMON PLEAS
3 COUNTY OF BEAUFORT

4 IN THE MATER OF:
5 Estate of Paul Barringer, II.

6 Hampton B. Luzak,

7 Plaintiff,

8 vs.

Transcript of Record
2016-CP-07-1919

9 Merrill B Light, Merrill U. Barringer,
10 As Personal Representative of the Estate of
11 Paul Brandon Barringer, II, J. Randolph
12 Light, Jr., Merrill B. Light as putative
trustee of te Paul B. Barringer, II,
Revocable Trust dated December 4, 1998,
and Merrill B. Light as Trustee of the
Merrill Barringer Light Revocable Trust,

13 Defendants.

14
15
16 August 2, 2021
17 Beaufort, South Carolina

18 B E F O R E:

19 The HONORABLE ROBERT BONDS

20 A P P E A R A N C E S:

21 Thomas W. Traxler, Representing the Plaintiff
22 S. Alan Medlin, Representing the Plaintiff
23 Charles B. Macloskie, Representing the Plaintiff
24 William M. Hogan, Representing the Plaintiff
25 Desa Ballard, Representing the Plaintiff

1 Appearances Continued:

2 James Ashley Twombly, Representing the Defendant
3 Charles B. Molster, III, Representing the Defendant
4 Alice Paylor, Representing the Defendant
5 Bijan Khaladj-Ghom, Representing the Defendant

6

7

8

SHARON G. HARDOON, CSR
Official Circuit Court Reporter, III

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1 THE BAILIFF: All rise. Court is in
2 session. The Honorable Bobby Bonds presiding.

3 THE COURT: Thank you. Be seated.

4 All right. Mr. Twombley?

5 MR. TWOMBLEY: Yes, sir.

6 THE COURT: This was your request, to
7 status conference in this matter?

8 MR. TWOMBLEY: Yes, sir.

9 THE COURT: I'm happy to hear from you on
10 this matter. I've read some briefs that have been
11 presented to me. I'm happy to hear from you.

12 MR. TWOMBLEY: Well, Your Honor, thank
13 you for taking the time to meet with all of us.
14 We appreciate it. Welcome to the Barringer
15 litigation.

16 As the Court is aware, trial has been set
17 in this case for August the 30th of this year, and
18 we are all preparing and getting ready for trial.

19 A big question -- I hate to say it --
20 still remains -- I personally don't think it
21 remains, but we're obviously getting input from
22 Your Honor -- about what the August 30th trial
23 will look like. I don't know how much, you know,
24 background Your Honor is aware of. I will try to
25 give you a brief overview of some of the important

1 issues that I think will impact, you know,
2 hopefully Your Honor providing us some
3 clarification.

4 The plaintiff in this case is
5 Hampton Luzak. In 2016, she started off, she
6 filed a will contest action. The lawsuit that she
7 originally filed also brought claims for
8 conspiracy, undue influence, lack of capacity, a
9 whole variety of things, and that lawsuit deals
10 with what happened in 2012 and 2016. And
11 Miss Luzak alleges a whole laundry list of things
12 that occurred and different people that were
13 involved that she believes interfered with her
14 inheritance. That she was going to inherit
15 something from her father's estate, and because of
16 the actions that took place in 2012 and 2016, she
17 claims that everyone interfered with her
18 inheritance.

19 THE COURT: When was that action filed,
20 sir?

21 MR. TWOMBLEY: 2016.

22 THE COURT: Okay. Go ahead.

23 MR. TWOMBLEY: As we got into the case,
24 Your Honor, and we started looking at the
25 decedent, Paul Barringer's estate plans, we

1 obviously -- he executed various different
2 documents between 2012 and 2016. But, you know,
3 everyone wanted to know, well, what was his estate
4 plan prior to 2012, prior to the time that the
5 plaintiff alleges all of these various bad acts
6 occurred. And so we obtained Mr. Barringer's will
7 and trust from prior to 2012, and it was executed
8 on December the 4th of 1998. Mr. Barringer had a
9 nationally renowned estate planning lawyer up in
10 Charlotte, Neil McBride, who prepared it for him.

11 And what Mr. Barringer's 1998 will and
12 trust showed us is that the plaintiff was not
13 scheduled to inherit anything. Mr. Barringer's
14 will and trust, in 1998, it did not say, you know,
15 I leave X to my daughter. That's important
16 because, in most will contest cases, if the
17 plaintiff can void the testamentary documents back
18 to a certain document, generally what you see is
19 that that document will say that the plaintiff
20 received something. So that's her goal and
21 mission, to upset the documents that were executed
22 between 2012 and 2016.

23 However, what Mr. Barringer's document
24 said in 1998 is what almost every married couple's
25 wills and trusts say in a nuclear family like

1 this. What Mr. Barringer's document said is, I
2 leave everything to my wife, and whenever she
3 dies, she gets to say who among the kids get what.
4 Classic power of appointment situation. She's
5 able to do that by appointing at the time of her
6 death who among the kids get what.

7 And so we pointed this out to the
8 plaintiff that, you know, unfortunately plaintiff,
9 even if you prevail, even if you succeed in
10 proving everything that you've alleged occurred
11 between 2012 and 2016, that doesn't help you
12 because my client, Merrill Underwood Barringer,
13 she's going to get to decide who among these kids
14 get what.

15 So the plaintiff went back and came up
16 with this new theory. And the new theory that the
17 plaintiff came up with is that Mr. and
18 Mrs. Barringer had entered into a secret agreement
19 with one another and that this agreement provided,
20 essentially, that Miss Barringer was never going
21 to treat the kids in an unequal way, that she was
22 not going to exercise the right that her husband
23 gave her in black and white in his 1998 documents
24 to treat the kids any way she wanted to treat
25 them. And so they further alleged, Your Honor,

1 that evidence of that agreement could be found in
2 Miss Barringer's will and Miss Barringer's trust.

3 So, my client resisted for a very long
4 time producing her will and trust. She didn't
5 think that the plaintiff was entitled to it, but
6 we ultimately turned it over to the plaintiff and
7 there's no evidence of any contract in that
8 agreement -- I mean, in that will. The will
9 doesn't say anything about being required to treat
10 the kids equally.

11 And so, having no evidence of any
12 contract, the plaintiff regrouped again and said,
13 well, it may not have been a contract. It
14 actually may have been just a promise. It was
15 just maybe an oral promise to treat the kids
16 equally. And so we pressed them on the oral
17 promise. And, you know, most recently -- the most
18 recent iteration of their theory is that, well,
19 Miss Barringer didn't promise. She just didn't
20 say anything. She was just silent as to what she
21 was going to do; and, therefore, if you're silent
22 then that can imply a contractual agreement.

23 THE COURT: All right. Well,
24 Mr. Twombly, let me ask you, I read your brief of
25 the information that you sent to me. I know you

1 say I got to decide it.

2 What I want to know is -- I appreciate
3 what you've been telling me. I'm happy to hear
4 from all of you.

5 What I want to know is: Where do you
6 stand on being able to move forward in this case?
7 Are you ready to move forward on the bifurcated
8 matter on the 30th? And, if so, great. If not, I
9 want to know why. And I want to know what needs
10 to be done to get us in position to have that
11 resolved at that time. That's really what -- I'll
12 be honest, that's what I'm really interested in
13 today.

14 MR. TWOMBLEY: Yes, sir.

15 THE COURT: Again, I'm going to give you
16 all equal time respond, sir. But that's what I
17 want to know, is what do we need to do?

18 MR. TWOMBLEY: Okay. I'm sorry if I was
19 going on a little long.

20 THE COURT: I let you. No, no.

21 MR. TWOMBLEY: I wanted to give you the
22 basic framework, and that's the basic framework of
23 what we're dealing with. If I could just tell you
24 one more fact that I think is very important, and
25 then I'll get to what I think needs to be done.

1 In plaintiff's discovery and in her
2 complaint, she has consistently taken the position
3 that this promise or contract, whatever you want
4 to call it, that it was in place by
5 December the 4th of 1998. And she further alleges
6 that Mr. Barringer relied on that promise when he
7 gave Miss Barringer the power of appointment.

8 So, we believe that the upcoming trial is
9 going to be and should be very simple and
10 straightforward. The simple question is: Was
11 there a promise or agreement in place by
12 December 4th, 1998 that Mr. Barringer relied on
13 when he gave Miss Barringer this power of
14 appointment? Plain and simple.

15 The reason I give you this background,
16 Your Honor, is because understanding that
17 framework colors what the August 30th trial is
18 going to look like.

19 The plaintiff has -- we have consistently
20 taken the position that it's a short, simple trial
21 on this one issue and this one issue only.

22 The plaintiff has taken a different
23 position, and the plaintiff has argued repeatedly
24 that all the evidence in the first trial is going
25 to have to come in -- you know, it will be the

1 same evidence in the second trial that will have
2 to come in in the first trial. That it's going to
3 take weeks to try. That there's no efficiency in
4 doing it the way that the Court has ordered that
5 it should be done. Granted, Your Honor, in the
6 bifurcation order itself, the Court does not give
7 this level of specificity about what the
8 August 30th trial is going to look like.

9 But if you look at all the arguments that
10 were made by the plaintiff and all the arguments
11 that were made by the defendant, we think it
12 becomes relatively clear that both Judge Mullen
13 and Judge Price agreed with our view of what
14 initial trial should look like and what evidence
15 is going to come in, although I agree that there
16 were no rulings were made.

17 What needs to be done: Number 1, we have
18 two pending motions for summary judgment. When I
19 say "we," I say my client does, Merrill Barringer.
20 These are two very short discreet motions that
21 deal with two issues. Number 1, what law applies.
22 There is a statute in place, Your Honor, that we
23 believe applies here. The only evidence that can
24 come in to prove these types of agreements are
25 written agreements signed by Mr. and

1 Mrs. Barringer. We don't think they have any, so
2 we would like the Court to look at that motion and
3 tell us whether or not our view of the law is
4 correct.

5 Number 2, even if our view of the law is
6 not correct, we want the Court to tell us whether
7 or not the evidence is sufficient for plaintiff to
8 survive summary judgment. In all candor, we've
9 previously moved for summary judgment sometime
10 ago, but we have some additional significant
11 evidence that was not available for the Court at
12 that time.

13 So, Number 1, we need to have these two
14 motions for summary judgment heard, and we're
15 prepared for Your Honor to hear them at any point
16 in time.

17 And then the second issue, Your Honor,
18 is, if those motions are denied, then I think all
19 parties would benefit from some guidance from
20 Your Honor about what the August 30th trial will
21 look like in terms of the primary issues that
22 Your Honor believes need to be decided, what types
23 of evidence Your Honor is inclined to hear,
24 because we'll need to know who to bring to trial
25 and what type of evidence is going to be at issue

1 to respond to some of the plaintiff's issues, or
2 respond to some of plaintiff's evidence.

3 THE COURT: All right. So what you're
4 telling me is, there's two summary judgment
5 motions that need to be heard, and, otherwise, you
6 can ready for trial the week of the 30th on the
7 second and third causes of action; is that right?

8 MR. TWOMBLEY: Yes, Your Honor.

9 THE COURT: I'm happy to hear from
10 somebody over here.

11 MR. TRAXLER: Thank you, Your Honor. May
12 it please the Court. I'm Tom Traxler and the
13 lawyers next to me represent the plaintiff.

14 Let me -- you may have had a chance to
15 read the brief -- status conference brief we
16 submitted with the competing stuff.

17 THE COURT: Go right ahead.

18 MR. TRAXLER: Let explain the procedural
19 posture as neutrally as I can on those things.

20 Judge Mullen issued her order for
21 bifurcation. It said, as Mr. Twombley said, try
22 the second and third cause of action against
23 Merrill Barringer first.

24 And the second and third causes of
25 action, if I can read to you essentially what the

1 prayer is, these are equitable causes of action
2 that have been carved out to be tried first.

3 The second cause of action against
4 Merrill Barringer --

5 THE COURT: Hold on. Which I understand
6 you don't want that to happen, right?

7 MR. TRAXLER: We do not want the
8 bifurcation.

9 THE COURT: Right. Go ahead.

10 MR. TRAXLER: Yes, sir.

11 The second cause of action that is to be
12 tried -- here's the relief we are seeking and it's
13 equitable. The plaintiff, we're seeking an order
14 from this Court directing the defendant Merrill
15 Barringer to comply with her promise and the trust
16 reposed in her not to exercise the testamentary
17 power of appointment given to her in a revocable
18 trust. That's the second cause of action.

19 The third cause of action, we are
20 seeking, quote, unquote, an order from this court
21 directing the defendant, Merrill Barringer to
22 comply with the contract not revoke her will.
23 Another equitable cause of action.

24 When Judge Mullen issued her order to
25 bifurcate, to try these causes of action first,

1 that meant we try equitable causes of action and
2 leave the legal causes of action for later. And
3 we said, no, that's improper. You can't do that,
4 because, first of all, that means we are trying,
5 potentially, non-jury equitable causes of action
6 first and to have a binding and precedential
7 effect on the legal causes of action and her right
8 to a jury trial. And, alternatively, there are
9 common issues of fact and you cannot cherry-pick
10 some causes of action to try in front of one jury
11 and other causes of actions to try in front of a
12 different jury. So we appealed that order of
13 bifurcation.

14 Whenever an order is entered that
15 implicates the mode of trial that must be
16 immediately appealed. That is not something that
17 you can weight until the end of a trial and say,
18 okay, we got the wrong mode of trial, it is
19 immediately appealable; and, if you don't
20 immediately appeal it, then you are deemed to have
21 waived that right.

22 THE COURT: Right.

23 MR. TRAXLER: So we appealed, and the
24 Court of Appeals wrote to the defense counsel,
25 write us a memorandum on why this is immediately

1 appealable, and we submitted memoranda to the
2 Court as to why it was immediately appealable and
3 the Court of Appeals said, no, we think it's
4 interlocutory and dismissed the appeal.

5 THE COURT: Right.

6 MR. TRAXLER: Because it is waivable and
7 you lose it if you don't assert your rights, as we
8 told Judge Price, we had no choice but to petition
9 the Court of Appeals for rehearing, and we did
10 that.

11 Now, when the Court of Appeals issued
12 this order dismissing the appeal, if there was any
13 stay, that stay went away at that time because it
14 interlocutory.

15 We petitioned for a rehearing. The
16 appellate rules actually say, because they
17 readily, perfunctory deny motions for
18 reconsideration or rehearing, they said, the
19 defendants are not to file a response or return
20 unless requested. The Court of appeals July 28th,
21 just last week, did instruct the defendants to
22 submit a return in response to our petition for
23 rehearing.

24 They're second guessing it. They're
25 looking at it. This is more than just a single

1 judge looking at it at the Court of Appeals. This
2 is a panel or the whole court looking at that to
3 see, hey, they may be right.

4 Where that stands before you is, we are
5 waiting for the return of the defendants to that
6 petition for rehearing. If that petition for
7 rehearing is granted and the appeal proceeds
8 forward a stay kicks back in.

9 THE COURT: Right.

10 MR. TRAXLER: This issue has not been
11 briefed yet, certainly not argued. This is the
12 initial threshold of the Court of Appeals saying,
13 tell us why this appeal is not interlocutory.
14 Now, they are second guessing that or looking at
15 it.

16 So when we come into court today, the
17 Court of Appeals is waiting for the return from
18 the defendants, and they, obviously, have time to
19 do that. I think it's due like July -- or August
20 7th, or something like that. That's where that
21 stands.

22 THE COURT: All right. So you filed a
23 motion to reconsider. They've asked them to
24 reduce their thoughts concerning this matter.

25 MR. TRAXLER: Yes, sir.

1 THE COURT: So as it relates to this
2 court moving forward on the 30th, what is your
3 position on whether this court has the authority
4 to move forward on the 30th with where this sits
5 with the Court of Appeals, sir?

6 MR. TRAXLER: Right now there is not a
7 stay in place. This court could proceed forward.
8 Our point is, the Court of Appeals is relooking at
9 this thing, and why in the world do we get ready
10 to try a case, or try a case when the Court of
11 Appeals is looking to see if the bifurcation is
12 appropriate at all. That is very much of an
13 error.

14 In every step of the way, I tried to be
15 very transparent with the Court to lay out the way
16 the landscape looks like. If that appeal is
17 reinstated, the stay kicks in. If the appeal is
18 not reinstated, then, again, because we lose our
19 right if we don't appeal it further, we will have
20 to petition for a writ of certiori. That's just
21 inevitable that we have to do that. Does that
22 create a stay? No, sir, it does not.

23 Where you stand right now is, the
24 Court of Appeals is very seriously looking at this
25 and maybe thinking, hey, this may be appealable.

1 So the quandary we all find ourselves in
2 is, we're getting ready for an August 30 trial
3 when we don't even know if that's going to be
4 permissible. That's a problem.

5 Now, Mr. Twombly talks about short
6 trial, short trial, short trial and the like.
7 Remember that what the plaintiff is asking the
8 Court for in the second and third causes of action
9 is for equitable relief, order her to comply with
10 the promise of the wills and the like. That's the
11 essence of it.

12 There have been -- there's a 1998 will at
13 play, there's a February 2012 will at play and
14 trust, there is a July 20, 2012 trust in play,
15 there is a 2014 will and trust at play, and there
16 is a 2015 will and trust in play. I'm going to
17 let Mr. Medlin, our probate guru explain the
18 intricacies -- not yet. Sit down. I'm going to
19 let him explain the intricacies of that to you.
20 But part of the real problem is, we are asking you
21 to enforce a promise with the regard to these
22 instruments.

23 The validity of the those instruments
24 after 1998 are in serious dispute. In order to
25 ask you to enforce a promise with regard to a

1 will, it will be necessary for you to determine
2 which will is valid; '98, 2012 -- and I mean by
3 "will", I also mean trust -- again 2012, 2014,
4 2015. This is not a three-day trial. This is a
5 multi-week trial. It is a multi-week trial
6 because all of those instruments would have to be
7 examined in light of the witnesses, the doctors,
8 the legal experts, and all of that. That's our
9 problem.

10 Now, further, Judge Price issued --

11 THE COURT: Let me stop you right there
12 and ask you one question.

13 MR. TRAXLER: Sure.

14 THE COURT: Is it fair to say that --
15 what you're saying is that you're going to have to
16 consider all of these different planning
17 documents. And, as a result, it's going to take a
18 lot of time. And so I guess what I'm asking is,
19 it would seem to me, this would be some of the
20 same stuff that we would be trying in the
21 underlying case?

22 MR. TRAXLER: Yes, sir.

23 THE COURT: So how long, sir -- I mean, I
24 know -- I reviewed this document. How long are
25 you saying that the bifurcated -- your bifurcated

1 case, how long do you say it's going to take?

2 MR. TRAXLER: The first phase or the
3 total case?

4 THE COURT: The first phase -- or how
5 long is the total going to take?

6 MR. TRAXLER: The total case without the
7 bifurcation, everybody has agreed and made
8 representations to the Court before it's weeks, if
9 not months.

10 THE COURT: All right. Hold on. Weeks,
11 if not months. That doesn't make any sense.
12 Weeks are two; months are four. You all have
13 to -- I've seen the paperwork. You all got to
14 have a better idea than that. Weeks versus
15 months, where are we, sir?

16 MR. TRAXLER: Forgive me. I was quoting
17 to some degree the defendants.

18 THE COURT: No. Address me, sir. I
19 don't need that. Come on.

20 MR. TRAXLER: I need to consult, but I
21 think it is probably a three-week --

22 THE COURT: Who do you need to consult
23 with?

24 MR. TRAXLER: The rest of the lawyers.

25 THE COURT: Go back in the back and

1 consult. I want to know how long it's going to
2 take. Three weeks? I just saw Mr. Twombly say
3 three weeks.

4 MR. TRAXLER: Three weeks.

5 THE COURT: Three weeks. Three weeks if
6 we try both?

7 MR. TWOMBLY: Yes, sir. I think it will
8 take at least that long. I have some arguments,
9 sir.

10 THE COURT: I'm just trying to cut to.
11 See, that's a lot narrower than weeks to months.
12 Now I know that it's your position that it will
13 take three weeks to try the entire case.

14 MR. TRAXLER: That's our best estimate.

15 THE COURT: And then would your best
16 estimate be two weeks to try the bifurcate case?

17 MR. TRAXLER: That might be aggressive to
18 think we could do it in two weeks, Judge.

19 THE COURT: The bifurcated case?

20 MR. TRAXLER: Yes, sir.

21 THE COURT: But you can do the whole case
22 in three weeks?

23 MR. TRAXLER: Probably.

24 THE COURT: But you can't do the
25 bifurcated case in two weeks.

1 MR. TRAXLER: Yes, sir.

2 THE COURT: All right. Go ahead.

3 MR. TRAXLER: All right. Again --

4 THE COURT: Wait a minute. I was
5 interrupting you, because I wanted to narrow that
6 scope down. Go ahead.

7 MR. TRAXLER: Also, to let you know what
8 the landscape looks like as we try to sort through
9 all of this, Judge Price issued a number of orders
10 that we filed motions for reconsideration on and
11 that were denied. Those orders caused great
12 problems for us because they become immediately
13 appealable. That time for those appeals runs
14 either this week or next week. By the end of this
15 week, most probably, Judge Bonds, we're going to
16 be facing the fact that we have got to file other
17 appeals to protect the causes of action and the
18 elements that he struck, summary judgment that he
19 went through to the other side and the like. If
20 we don't, we lose them. That's where we're going
21 to find ourselves.

22 So where we are August 30th, if it stays
23 bifurcated, we think it's about a two-week
24 trial.

25 THE COURT: Hold on a second. When were

1 those motions where he denies summary judgment?

2 When were they made?

3 MR. TRAXLER: June 7th, he issues most of
4 the orders, but there was a subsequent summary
5 judgment order June 23rd, I think. Those motions
6 for reconsideration have been denied --

7 MS. BALLARD: All but one.

8 MR. TRAXLER: -- all but one on summary
9 judgment. Those rulings granted summary to the
10 defendant on the causes of action, it struck
11 causes of action for us, and it struck damages --
12 a lot of our damages for us.

13 THE COURT: All right.

14 MR. TRAXLER: If we don't appeal those
15 now, we lose those rights. And I know we're
16 always being accused of delay, delay, delay, but
17 we said in the brief with regards to the status
18 conference, if we don't, our client loses them
19 forever. It's not a position any of us want to be
20 in.

21 The procedural quagmire that we are in is
22 very simply because of this: The bifurcation
23 creates all these equitable versus legal issues,
24 jury issues, and the like, and Judge Price's
25 recent orders have taken out some of our case.

1 Those put us in this procedural quagmire.

2 THE COURT: Mr. Traxler, would it be your
3 position that the motions that Judge Price
4 granted, the summary judgment motions -- let's
5 assume you're -- well, you've already basically
6 told me you're going to file it to protect your
7 rights.

8 MR. TRAXLER: We think it's high
9 probability, yes, sir.

10 THE COURT: It would be neglect on your
11 part not to.

12 MR. TRAXLER: Yes, sir.

13 THE COURT: Let's not --

14 MR. TRAXLER: I don't have to explain why
15 we made that judgment call.

16 THE COURT: But, listen, so you're going
17 to file the appeals of Judge Price's orders for
18 summary judgment.

19 So my next question is: Is it your
20 position that the filing of those appeals then
21 takes away this Court's jurisdiction to move
22 forward with the case? Is that the position that
23 you would take? Because I want to hear from that
24 and then I want to hear from him on that.

25 MR. TRAXLER: Yes, sir. I think that

1 will operate as a stay. We would most probably
2 appeal them. Ask the Court of Appeals to couple
3 it with the appeal that's already up there on the
4 petition for rehearing to hear all of those
5 together. And either one of those would
6 independently operate as a stay on these
7 proceedings.

8 THE COURT: What's your argument? What's
9 your position on the fact that Judge Price has
10 granted, I guess, some partial summary judgments,
11 dismissed causes of action? So my question to
12 you, sir, is, he has indicated that that would
13 then basically take this Court's jurisdiction away
14 on the matter until a decision is rendered.

15 MR. TWOMBLEY: That is completely
16 incorrect. We do not agree with that at all and
17 this is why: Those orders granting summary
18 judgment are related to issues between 2012 and
19 2016. Those orders don't have anything to do with
20 answering the simple question that's teed up for
21 trial on August 30th. Is there a contract in
22 play? Is there a promise in place? Was it in
23 place, to quote their discovery, by no later than
24 December 4, 1998. Those are the plaintiff's
25 words, Your Honor, not mine.

1 THE COURT: All right.

2 MR. TWOMBLEY: So these two orders, one
3 is dealing with monetary damages that the
4 plaintiff may be entitled to. There's no monetary
5 damages at issue in the first trial at all.

6 THE COURT: That's the equitable relief
7 that we're talking about.

8 MR. TWOMBLEY: Yes, Your Honor.

9 THE COURT: All right.

10 MR. TWOMBLEY: The other order that was
11 granted summary judgment on was that Mr. Barringer
12 had testamentary capacity and was not subject to
13 undue influence in February of 2012. That has
14 absolutely nothing to do with whether or not there
15 was a contract or promise in place on
16 December 4, 1998 and whether Mr. Barringer relied
17 on it at that time.

18 And, Your Honor, just very briefly --

19 THE COURT: Hold on. I've heard
20 enough.

21 MR. TWOMBLEY: Yes, sir.

22 THE COURT: Go ahead. I didn't mean to
23 cut into your time. As to that issue, I just
24 wanted to know what his response was. I'm happy
25 to hear from you, Mr. Traxler.

1 MR. TRAXLER: Yes, sir. May I defer to
2 Mr. Medlin?

3 THE COURT: Sure.

4 MR. MEDLIN: Thank you, Your Honor. If I
5 may, I'm going to try to combine a couple of
6 points that we would like to respond to that
7 Mr. Twombly made as to this, which I think will
8 also help get our arms around this whole argument
9 about what this trial on August 30th would be
10 about and what the appeal might stay.

11 And to do that -- and, Your Honor, if I
12 may, first, send apologies from Mr. Gilreath who
13 has been our lead counsel on this case. He's had
14 some serious health issues in the last year and a
15 half and sometimes can make it and sometimes
16 can't. Today, he just can't. So he sends his
17 apologies, Your HOnor, if I may convey those.

18 If I may back up to a little bit to the
19 facts. We disagree with the defense's statement
20 of the facts and what these documents did. Every
21 one of the documents that we're going to have to
22 deal with -- and that's critical. We're going to
23 have to deal with every one of them -- has a power
24 of appointment, which, if intended, gives someone
25 else the power to change the estate plan.

1 Now, this case is really about voting
2 control in this legacy company. And the voting
3 control as of 2004 was different before then, but
4 as of 2004 was divided between the two sisters,
5 31 percent and 31 percent, and Mr. Barringer, the
6 patriarch of the company, who kept 20 percent, and
7 there's some minority shareholders as well. So if
8 the two sisters agree, they can control the
9 company. If they didn't, Mr. Barringer could
10 swing the vote adding his 20 percent to the
11 31 percent.

12 Now, my client is also upset because she
13 also got totally disinherited by later wills, as
14 did her young son who is totally innocent in all
15 of this. We think our client is too, but he
16 clearly is innocent, and she's concerned about
17 that as well. She cares about doing what her
18 father wanted to do. That's why this lawsuit was
19 brought. That's why she brought a conservatorship
20 which the defense said it wasn't needed. Turns
21 out, yes, it was. She's brought this case to
22 honor her father. And her father made it clear on
23 many, many occasions and in many documents that
24 that voting control would be shared equally.

25 In fact, starting with a '98 will and

1 trust and moving all the way through until we get
2 to where we think the undue influence, et cetera,
3 occurred, Mr. Barringer's document kept that
4 control equal.

5 He did give his wife, according to the
6 language of the document, the power of
7 appointment. We don't think he meant for her to
8 take voting control of that. But even if there is
9 a power of appointment, there are several theories
10 that we have, and we think there's plenty of
11 evidence to support that. In fact, Judge Mullen
12 agreed with us on those very same second and third
13 causes of action back on October 15th, and we
14 would argue that there's no new significant
15 evidence. That's just a way to get back in front
16 of the Court again.

17 So the arguments we have would be that
18 there's a contract not to exercise.
19 The South Carolina statute says if the terms of
20 the contract are set out in the documents, along
21 with intrinsic evidence, you can prove the
22 existence of a contract. In those '98 documents,
23 Mr. Barringer gave Mrs. Barringer a power of
24 appointment. And at the very same time, she
25 signed her will which says I decline to exercise

1 that power of appointment. That's the basis of
2 the contract. And then we got extrinsic evidence.
3 Again, plenty of documents to show the existence
4 of that contact from 1998, if those are valid will
5 and trust documents of Mr. Barringer. We think
6 they are, because we think every document executed
7 after that is not valid.

8 They argue every document executed after
9 that is valid.

10 If any of those documents is valid, the
11 '98 documents are revoked.

12 THE COURT: Right.

13 MR. MEDLIN: It's a meaningless trial.

14 Now, they've been arguing up until the
15 first hour we noticed it, the status conference
16 brief, which was really a brief for the summary
17 judgment, that all we had to do is look at the '98
18 documents. And now all of a sudden they admit in
19 their brief, I think they have to, that one of the
20 summary judgments granted by Judge Price was that
21 the February 28th, 2012 will and trust are valid.
22 That revokes the '98 documents. Under their
23 current status -- we're going to appeal that, as
24 Mr. Traxler pointed out. But under the current
25 status, the '98 documents are no longer applicable

1 anyway. They are revoked.

2 Now, they also argue the 2012 trust
3 amendment is valid; if so, it revokes the
4 February of 2012. And the 2014 will and trust are
5 valid; and, if so, it revokes all the prior. And
6 2015 and so on. We invited them to admit that
7 none of post '98 documents are valid. They've
8 declined to accept our offer to do that. Not
9 surprised. We didn't think they would. But that
10 would make sure that the '98 documents were valid.
11 That's the only way to do it without deciding all
12 the documents. There's only one valid will and
13 trust. We don't know what it is.

14 Right now, because of a summary judgment
15 they got a couple weeks ago, it's not the '98
16 document. This is a February of 2012 document.
17 And we're going to have to determine as part of
18 our overall case which of these documents are
19 valid; and if any of them are valid, they revoke
20 all the prior documents. They just want to
21 cherry-pick one particular set of documents and
22 say, let's go with these.

23 Now, I know this is a shorthand, and I
24 know this nuance estate planning -- but I get a
25 little shiver when I hear this from the other

1 side. They do it constantly -- that Mr. Barringer
2 left everything to Mrs. Barringer. He did not.
3 He left nothing to Mrs. Barringer. He put it all
4 in a trust. She had some benefits. He didn't
5 make her trustee. He didn't even trust her to be
6 the trustee. He never gave her a piece of stock.
7 He never let her have anything to do with the
8 company. The last thing that's true is a
9 statement that Mrs. Barringer got everything; all
10 she got was power of appointment, if that.

11 So, the way I, and I think a lot of
12 estate planners would read those documents is to
13 say, the daughters got equal treatment, unless
14 Mrs. Barringer, if she has a power of appointment,
15 and if she's not precluded from exercising it,
16 doesn't exercise it. That's how we would describe
17 it. Not that Hampton got nothing. She has
18 something, unless Mrs. Barringer takes it away
19 from her, and she has the power to take it away
20 from her.

21 Now, in order to show the contract, we're
22 able to look to extrinsic evidence. Again, we
23 think we can produce plenty of that. And, again,
24 Judge Mullen believed us and denied their summary
25 judgement back in October on these very same

1 issues.

2 But South Carolina law says that even if
3 there's not a contract, not to revoke a will. A
4 fiduciary, and Mrs. Barringer is certainly a
5 fiduciary, can make a promise. And we think she
6 made a promise.

7 In the operative case, which involved
8 former Judge Chapman's family, said that promise
9 can even be implied from silence. That's all we
10 have to be able to show. And again, we've shown
11 it enough where Judge Mullen granted our
12 opposition to their summary judgment motion back
13 in October. Now, that's, sort of, the background
14 of the facts and what we have to argue,
15 Your Honor.

16 Now, if I may tie this in a little bit.
17 Mr. Twombly recognized Judge Mullen never set a
18 time limit for this trial. In fact, she never set
19 a trial date.

20 Now, Judge Price told me when I was
21 discussing this with him that we would have a
22 week. And I said, well, what if we don't finish
23 in a week? He said, well, I'm going to cut you
24 off.

25 Well, this is complex litigation. Again,

1 it's the other side who has said in pleadings that
2 this trial would take weeks and maybe months. We
3 think it will take weeks. But we're going to have
4 to show virtually everything, as Mr. Traxler
5 pointed out, in the bifurcated trial that we're
6 going to have to show in the main trial.

7 We're going to have to -- well, let me
8 make this point first, Your Honor. We don't have
9 any evidence whatsoever, and we've made no claim
10 that the '98 will and trust are invalid. Again,
11 if they aren't revoked by a subsequent valid
12 document, then they would be the operative
13 documents. We just don't know that, Your Honor,
14 because the other side said there are four other
15 sets of documents that are valid that revoke that
16 one. We're going to have to show what the
17 operative document is because we can't determine,
18 Number 1, if Mr. Barringer even intended to give
19 Mrs. Barringer a power of appointment over the
20 voting stock without knowing which document is
21 valid. There's only one document that's valid out
22 of all these documents. There's only one
23 possibility. We just don't know which one it is.

24 Again, they convinced Judge Mullen and
25 they argued to Judge Price that all we have to do

1 is look at the '98 documents. It's only recently
2 now that they've admitted, oh, yeah, we got these
3 other wills. That's the argument I've been making
4 all along. We're going to have to --

5 THE COURT: Don't you know the winner? I
6 mean, you know who you want to be winner, do you?
7 When we say we don't know the winner, we're five
8 years into this litigation, and so I guess what
9 I'm asking is, you know who you believe to be the
10 winner, correct?

11 MR. MEDLIN: Yes.

12 THE COURT: In other words, there's not
13 additional discovery that needs to go on as it
14 relates to who you claim is the winner. I just
15 want to make sure. This is new to me.

16 MR. MEDLIN: Your Honor, as Mr. Traxler,
17 pointed out, I think it would take several weeks.
18 If we didn't have these appeal issues to deal
19 with, we want to try the case by the end of the
20 year. My client wants to try the case. She
21 doesn't want to bifurcate the trial. No doubt
22 about it, because it's going to cause problems, as
23 Mr. Traxler pointed out, and we're going to point
24 out a few more in just a moment.

25 THE COURT: What are the problems that

1 it's going to cause?

2 MR. MEDLIN: Here's what's going to
3 happen: Either the Court is going to let us argue
4 about which document is the one valid document.

5 THE COURT: Right.

6 MR. MEDLIN: Now, again, I want the '98
7 documents to be the winner. And if I can get the
8 Court to agree to that right now, I've had a good
9 day's work, but I don't think that's going to
10 happen. We got to figure out which set of
11 documents. That's going to take a lot of
12 testimony, a lot of witnesses. We've got expert
13 witnesses. We've got witnesses who knew the
14 Barringers. We've got medical testimony. We're
15 going to see he was diagnosed with dementia way
16 back in 2011 before 2012 even rolled around. We
17 have all kinds of evidence in that regard.

18 THE COURT: Right.

19 MR. MEDLIN: That's going to take a lot
20 of time.

21 THE COURT: That's information you're
22 going to present to the Court?

23 MR. MEDLIN: I'm sorry, Your Honor?

24 THE COURT: And that's information you're
25 going to present to the Court?

1 MR. MEDLIN: We're going to try.

2 THE COURT: All right.

3 MR. MEDLIN: We can't do it in a week, I
4 don't think.

5 THE COURT: Okay.

6 MR. MEDLIN: It's more than that. If, in
7 fact, South Carolina law is as I believe it to be,
8 under the Chapman case, an implied promise can be
9 inferred from mere silence. What we're going to
10 argue, Your Honor, not to give it away, is, they
11 had all kinds of family meetings. It's in our
12 response to interrogatories. They had all kinds
13 of family meetings. Constantly Mr. Barringer
14 would get up and say here's what's going to happen
15 with my company. Mrs. Barringer was at those
16 meetings and she never said, oh, no, I got power
17 of appointment and I'm not going to exercise it.
18 You're forgetting to mention power of appointment.
19 So that's part of the implied promise argument.

20 That means we're going to have to bring
21 in a whole bunch of witnesses that know them and
22 say, hey, Mrs. Barringer ever mention power of
23 appointment to you? Mr. Barringer ever mention
24 power of appointment to you? That's going to take
25 a lot of time to be able to do all of that.

1 Now --

2 THE COURT: Mr. Traxler, let me ask you
3 this.

4 MR. MEDLIN: Sure, Your Honor.

5 THE COURT: So, once the rulings are
6 made, though, wouldn't that simplify your main
7 case? Wouldn't that zero in?

8 In other words, I mean, if you -- my
9 gosh, there's a brain rush right there. I'm
10 pointing at him.

11 I mean, you know, I'm a pretty simple
12 fellow. You're going to put six weeks -- or two
13 weeks worth of experts up there to a jury. I
14 mean, it seems to me that it would end up
15 narrowing the focus which would be able to have
16 somebody communicate straightforward and get that
17 point across to a local jury. I don't know. I'm
18 not following that. Or is that just completely
19 wrong in this case?

20 MR. MEDLIN: That's our point,
21 Your Honor. We're going to have to prove the
22 validity of these documents or the invalidity of
23 these documents. We have to do that to try the
24 second and third causes of action. Those are the
25 very same things we will have to prove in the main

1 case.

2 There's a significant overlap of the
3 fact. There's a significant overlap of the trial
4 time.

5 And we are argued to Judge Mullen, it
6 wasn't efficient to have two trials. Again, I
7 think the defendants were saying, look, you can
8 have this two-, three-day trial and it's going to
9 do away with a lot of the other case. We disagree
10 with that for several reasons too.

11 But, yeah, in one trial or the other,
12 Your Honor, we're going to have to go through all
13 those documents and prove which ones are valid or
14 invalid. I guess, if they get proved in the first
15 case, then we don't have to deal with that in the
16 second case.

17 THE COURT: Right. So wouldn't that
18 narrow down the length of time as it relates to
19 the second case if all that is proven in the first
20 case?

21 MR. MEDLIN: To some extent, Your Honor.
22 If we have a binding ruling that all of those
23 post-'98 documents, for example, are invalid.

24 THE COURT: Right.

25 MR. MEDLIN: That's what we're arguing.

1 We're arguing they're invalid for undue influence,
2 fraud, mistake, civil conspiracy, et cetera. So
3 we just want an opportunity to present those
4 arguments without the other side showing back up
5 and saying -- if we're limited only to the '98
6 documents in a two- or three-week trial, or even a
7 week long trial, and then they're going to show up
8 for the second trial, which will take a lot longer
9 if we haven't already done that, and say
10 res judicata, collateral estoppel, you could have
11 raised it, you didn't, and so you can't get a
12 chance now to show those documents aren't valid.
13 All we want is our client to have a fair chance to
14 show those documents aren't valid.

15 Now, Your Honor, the appeal issue relates
16 to this too. We have an order from Judge Price
17 saying that the February 28, 2012 will and trust
18 are valid. We think he's wrong, but that's how he
19 ruled. We're going to appeal that.

20 THE COURT: Sure.

21 MR. MEDLIN: He struck a civil conspiracy
22 cause of action. That's immediately appealable.

23 I don't see how we can try the second and
24 third causes of action, again, in a vacuum if we
25 lose our opportunity to argue to a jury that one

1 of the reasons these documents aren't valid is
2 because of the civil conspiracy. I don't see how
3 we can decide which documents are valid. And
4 certainly, contrary to what the defendants have
5 been arguing all along since last fall, to focus
6 only on the '98 documents when we got an order
7 from Judge Price saying that subsequent documents
8 that revoke those '98 documents are valid.

9 Well, by the way, that's a critical point
10 in time, Your Honor. As of February 28, 2012,
11 Mr. Barringer's will is pretty the same as the '98
12 documents with one difference; he made the
13 defendant, Merrill Light, a co-trustee with
14 totally independent powers but he still treated
15 the daughters equally. It wasn't until
16 July 20th of 2012 where he executed another
17 revocable trust that gave his voting stock at his
18 death to the defendant Merrill Light. So we're
19 still going to have to deal with those to
20 determine which are valid and which aren't.

21 And the civil conspiracy cause of action
22 is necessary. There's an order -- saying the
23 2012 -- February 2012 documents are valid only
24 confuses the issue.

25 So we got to get all that sorted out.

1 You know, we rather not be in that situation. We
2 wish he hadn't signed that order. We wish he
3 hadn't gotten rid of civil conspiracy cause of
4 action. By the way, we think getting rid of some
5 damages, it clearly warned a derivative. But he
6 let the company come in and argue they were
7 derivative and they go away.

8 The second trial, though, still has
9 lifetime damages to it. Other than the fact that
10 Judge Price has stricken those, and we're
11 appealing that too, our damages are significant
12 even if Mrs. Barringer has the power because that
13 power doesn't work until she dies.

14 So our client has been damaged from 2012
15 through today and so forth. So it doesn't do away
16 with the damages. It doesn't do away with any of
17 those arguments either.

18 So that's the confused situation we find
19 ourselves in. Your Honor, I know I'm going on. I
20 know I'm long winded. I apologize for that, but
21 this is complicated to me.

22 The defendants keep saying we said in an
23 interrogatory response that the agreement was in
24 place no later than December 4, 1998. That's when
25 the '98 documents were executed. The

1 interrogatory question was: What's the earliest?
2 Well, that would have been the earliest,
3 December 4, 1998. But it's an ongoing pattern of
4 proof from whatever is the last valid document
5 until the present. That's going to take a long
6 time to decide.

7 So our concern with the bifurcation is,
8 not only that we're going to get on the wrong side
9 of the opportunity to present our facts about all
10 these documents and why they're not valid.

11 THE COURT: And is that because there's
12 not enough time?

13 MR. MEDLIN: Yes, Your Honor. If the
14 Court would let us have enough time, we could get
15 into all that in that trial. But we have to do
16 it. And the argument that all we have to do is
17 look at the '98 documents, or what was argued in
18 front of Judge Price most recently, only look at
19 what happened before the '98 documents when there
20 was no power of appointment before then, that
21 would be a very short trial.

22 We have to have a chance to present our
23 client's case fairly in a complex case. If we're
24 given a week or less to focus only on a set of
25 documents that may not even be valid, and

1 according to what they obtained from Judge Price
2 aren't even valid today, then we lost our
3 opportunity to present a fair case.

4 Sorry for being so long winded, Your Honor.
5 I apologize.

6 THE COURT: Mr. Traxler, you yielded to
7 him. Was there anything else you wanted to say,
8 sir?

9 MR. TRAXLER: Just to remind, with a
10 bifurcated trial, even with two jury trials, we
11 end up with inconsistent results. And what we are
12 looking for is a single trial for a single jury to
13 find facts. These are common facts between both
14 cases.

15 And the law in South Carolina is clear
16 that on the sequencing of something like this, the
17 legal causes of action are to be tried before the
18 equitable causes of action. And even if we
19 empanel a jury for the equitable causes of action,
20 we're going to end up with two jury trials with
21 common facts and we're going to end up with
22 inconsistent results. That's the real problem
23 with the bifurcation.

24 MR. TWOMBLEY: Your Honor, one of the
25 reasons that this case is taking so long is

1 because the plaintiffs just can't take no for an
2 answer.

3 We have argued this bifurcation until we
4 are blue in the face. We have heard Mr. Medlin go
5 on and on for hours about how the first trial was
6 going to take as long as the second trial. He's
7 gone on for hours about how all the evidence in
8 the first trial is going to be the same as the
9 second trial.

10 They've argued it over and over and over
11 again and Judge Mullen told them no. She told
12 them no twice whenever she moved to reconsider.

13 They argued to Judge Price all these
14 exact same arguments saying you can't have this
15 trial, you can't do it, it's going to take too
16 long. All this same evidence. Every single
17 person who has heard this argument has told them
18 no.

19 They've implicitly argued it to the Court
20 of Appeals because they argued that -- because
21 they argued that, oh, well, there's all these
22 facts in the first trial and in the second trial,
23 and, therefore, we have to do that first and you
24 got to sequence it this way, and the Court of
25 Appeals dismissed their appeal.

1 And so, Your Honor, they are
2 intentionally trying to muddy the water and
3 confuse Your Honor.

4 There is a difference between which
5 document ends up being effective from a
6 testamentary standpoint and whether or not there
7 was an agreement in place. Was there an agreement
8 in place? All the documents say the same thing
9 more or less. They say everything goes in the
10 trust for my wife, and whenever she dies, she gets
11 to decide who gets what. It doesn't matter which
12 document is valid. Their argument is all these
13 documents -- we don't follow what the wills and
14 trusts say. There's this secret agreement out
15 there that you follow.

16 Your Honor, Judge Mullen was the one who
17 initially said, there is no way you all can
18 present all this to a jury that's going to make
19 sense. We've got to eat this elephant one bite at
20 a time, and the first bite we're going to eat is
21 whether or not there is an agreement, promise, or
22 whatever you want to call it in place on
23 December 4, 1998.

24 They absolutely misstate that this
25 interrogatory asked the earliest. "If you allege

1 Merrill Barringer promised Paul Barringer that she
2 would not exercise her testamentary powers of
3 appointment contained in Paul Barringer's estate
4 plan, please identify all the documents, identify
5 the date the promise was made." "...the date the
6 promise was made."

7 Answer: "The promise would have been
8 made no later than December the 4th, 1998."

9 It did not ask for the earliest date.
10 That is not true, and this is more delay.

11 What they're trying to do, Judge Bonds,
12 is clear. It's the same thing they tried to do
13 with Judge Mullen, it's the same thing they tried
14 to do with Judge Price, and now they're trying to
15 do it with you. They are trying to muddy the
16 water and confuse things so much to cause delay.

17 All we need to decide is, was there a
18 promise or a contract in place? Yes or no
19 question.

20 And the reason they don't want to go to
21 trial on that issue, Your Honor, you will see
22 firsthand why they don't want to go to trial on
23 that when you hear our motion for summary
24 judgment. They have no evidence; none. Not a
25 witness, not a document. Nothing. That's why

1 they don't want to go to trial on that issue.
2 Because, Your Honor, if you say, I'm going to
3 limit you all to this contract or promise theory,
4 you said in your documents it was in place
5 December 4, 1998, call your first witness, they
6 have absolutely nothing, and they know it. And
7 that's why they're doing everything in their power
8 to prevent this Court from deciding that one very
9 issue.

10 THE COURT: All right. Well, I'll tell
11 you, when I looked at -- and I've looked at a good
12 bit of the information that has been presented to
13 me and filed in this matter, I'm just going to
14 tell you, what I find are lawyers, quality
15 lawyers, experienced lawyers who are zealously
16 advocating their client's position. I want both
17 of you to know that. That's what I see, and I
18 want to say that right now.

19 I also see groups of lawyers who are
20 clearly prepared to move forward in this matter.
21 Let me just tell you how I know, because every
22 time I listen to one, I'm thinking to myself, my
23 gosh, they're on the money, that makes perfect
24 sense. They are on the mark. They know their
25 stuff. And whether that's coming from you,

1 Mr. Traxler, or whether that's coming from you,
2 Mr. Twombly.

3 Okay. You all have presented -- you all
4 know your case. I'm not going to even entertain
5 -- I'll entertain anything, because don't tell me
6 you're not ready to rock on this thing, because
7 you clearly are because you know your stuff
8 backwards and forwards. You're not even looking
9 at a note.

10 That having been said, the good news is,
11 I'm going to give you the time that it's going to
12 take to present your case because I'm very
13 fortunate that I'm new. And I'm very fortunate
14 that I'm not the administrative judge, and we're
15 very fortunate to have the clerk of court that we
16 have. I'm also bound by my chief. Who I call my
17 little chief, and that is administrative judge who
18 has assigned me to hear this matter the week of
19 the 30th.

20 Now, as it turns out, I am in chambers
21 the entire week before. We will be able to have
22 any motions you want to have heard. We've got
23 motions scheduled on the -- when?

24 MS. BALLARD: 10th.

25 THE COURT: On the 10th. If we don't

1 finish them, we'll move to Friday.

2 She's already told me that Friday is
3 available. Is that right, Madame Clerk? We only
4 have motions when I'm here for motions week
5 Monday, Tuesday, Wednesday, and Thursday. If
6 we're not able to put our motions on this case, we
7 could have those heard on Friday.

8 THE CLERK: Yes, sir.

9 THE COURT: The following Friday, if we
10 don't have them done, I'm here for general
11 sessions court, I believe, and we won't be -- I
12 guarantee you the solicitor will be able to give
13 us Friday. And then we got my chambers week. So
14 we got all sorts of time to schedule every motion
15 you need. Every one.

16 What's beautiful is this: After the
17 30th, I am in Lexington County for a week. I am
18 contacting court administration and I'm going to
19 beg them to let me be here where there is a court
20 room available. And the following week, guess
21 where I am? I'm back here, see PMJ, and she says
22 that I'm ready to rock. We got three weeks.
23 Assuming court administration gives me that week.
24 If they don't, I will tell you we have two weeks.

25 And I'll just be honest, if court

1 administrative isn't going to give it to me, I'm
2 still inclined to move forward. We'll just have
3 split the weeks. The jury will go home and the
4 jury will come back the second week.

5 I can tell you, if this thing goes two
6 weeks, you're going to have people, other than me,
7 sleeping. You all know that. You all are too
8 good not to know that. So we got a minimum of two
9 weeks. If we're fortunate, we'll have three
10 weeks. I'm not going to cut anybody off. Well,
11 there's a limit.

12 I do not believe that the matter on
13 appeal is going to stop this Court from moving
14 forward. I do not believe the motions that you
15 certainly are entitled to file as it relates to
16 Judge Price and his summary judgment matters, I
17 don't think that's going to stop us moving forward
18 on the bifurcation, which is issue two and three.

19 So that's what I feel. That's where I
20 am. We've got the time. We've got the time. And
21 I just think that in a case this old -- both of
22 you all are ready to go. I know that. Your
23 briefs reflect that. And so that's what I'm
24 thinking, is that we'll move forward with motions
25 on whatever date -- Monica, the 10th? If we don't

1 finish motions then, I got plenty of time to work
2 with you. Particularly if I got a chambers week.
3 Fortunately, So I'm not the administrative judge,
4 so I don't have a lot of stuff coming in chambers
5 week.

6 So that's what I want to do. I want to
7 be ready to go on the 30th. And we will either
8 have -- I'm just going to be honest. I honestly
9 think two weeks is going to be enough. Maybe not.
10 If court administration and if Tiffany Raines and
11 the folks there will give me -- ask somebody to
12 switch with Lexington, then we would have the
13 opportunity to go three weeks. But this one,
14 we're going to get this up off the ground.

15 I think that's -- I understand that the
16 defense does not want the bifurcation. I
17 ultimately -- you know, what little bit I know
18 about this, I just really think -- I just really
19 think we're going to be able to pair this down
20 once some of this is done. I really do.

21 And these other issues, certainly it may
22 affect -- your appellate issues may affect -- as
23 it relates to his denial of summary judgment and
24 granting of summary judgment, it may very well
25 affect those, but I don't think it's going to

1 affect the second and third causes of action.

2 What I want to do is, I want to go ahead
3 and I want to get -- I want you to have your
4 motions ready, your witness lists ready, because
5 we're going to move forward with this case on the
6 30th.

7 Now, in the meantime, if the Court of
8 Appeals says no bifurcation, which I doubt they're
9 going to do before then, then obviously, you know,
10 we got to stop the race car. But if not, we're
11 going to move forward. And fortunately because of
12 the schedule and fortunately working with Clerk
13 and they agreed to allow us to do that, I think we
14 got the time. And it's also fortunate that it
15 ended up coming to me and I don't have a lot of
16 things hanging over my head. That's what I'm
17 going to order. That's what I'm going to do.

18 All right. Does anybody got any
19 questions? I'm going to start right here. Well,
20 let me do this. Let's start with the plaintiff.
21 That was his motion from the plaintiff as it
22 relates this matter. Do you understand my ruling?

23 MR. TRAXLER: Yes, sir.

24 THE COURT: Not agree with it, but I want
25 to know if you understand it.

1 MR. TRAXLER: I understand your ruling
2 and I'm not going to argue against it. There was
3 one point of clarification that I think is
4 inconsequential. You said in the meantime, if the
5 Court of Appeals says no bifurcation, that won't
6 happen. What happens is, the Court of Appeals
7 says, okay, this order is immediately appealable
8 and it would go on through briefing stage and life
9 of the court. But we are not expecting the Court
10 to say in the next week or so it is or is not
11 properly bifurcated.

12 THE COURT: Well, let me just tell you,
13 as long as this Court has jurisdiction to move
14 forward, our position will be we move forward.

15 MR. TRAXLER: Yes, sir.

16 THE COURT: All right. Anything from
17 you, sir?

18 MR. TWOMBLEY: I have two questions. The
19 first one is, what time on the 10th would you like
20 to hear the motions for summary judgment?

21 THE COURT: Well, we do have -- what day
22 of the week is that?

23 MS. BALLARD: Tuesday. There's a roster
24 that's been published, Your Honor.

25 THE COURT: I'll you what, I think

1 there's been a roster and I think all these
2 motions are on the roster.

3 MS. BALLARD: That's correct.

4 THE COURT: So whatever time that is. I
5 think we start usually at 9:30 or ten o'clock.

6 MR. TWOMBLEY: That's fine.

7 THE CLERK: 9:30.

8 MR. TWOMBLEY: Sounds great. The second
9 on is --

10 THE COURT: There may be more than just
11 you all's motion up that day. I don't know. Is
12 there?

13 MS. BALLARD: Not on that day. Just
14 us.

15 THE COURT: Beautiful.

16 MR. TWOMBLEY: The second question is, we
17 had submitted, kind of, a proposed schedule for
18 the plaintiff to identify their witnesses and
19 documents, and then within a day or two, we were
20 going to have to submit ours. And we have reached
21 out to the plaintiff about that, and I would just
22 ask Your Honor to consider whether or not we would
23 all benefit if they would just tell us who they're
24 going to call, what documents they're going to put
25 in, you know, a sentence or two about expected

1 testimony, and then we'll make counter proposals.

2 I think that would help the trial go smoothly, so
3 we would just ask Your Honor to consider that.

4 THE COURT: Let's -- I think that's
5 reasonable, but let's have the motions. We're
6 going to have the motions on the 12th, or whenever
7 it is. Let's have the motions before we get into
8 you all exchanging that. So how about if I just
9 make a decision, once we have the motions, as to
10 when we would have you all exchange witnesses. I
11 mean, there's no reason to do it before then.

12 MR. TWOMBLEY: Yes, sir.

13 MR. TRAXLER: That would be fine. We
14 could probably pair it down -- do a consent order
15 to pair it down to a few issues for you to decide
16 as opposed to going through the laundry list.

17 THE COURT: We can deal with that.

18 MR. TRAXLER: Yes, sir.

19 THE COURT: We can deal with that.

20 Anything else?

21 MR. TRAXLER: Thank you, sir.

22 THE COURT: Good. Anything else?

23 MS. PAYLOR: Your Honor, I just wanted to
24 introduce myself. I'm Alice Paylor along with
25 Charles Molster and Bijan Ghom. We represent

1 Merrill Barringer Light, who is not a defendant in
2 the bifurcated matter.

3 THE COURT: Okay.

4 MS. PAYLOR: But these cases have been
5 consolidated.

6 THE COURT: All right. I just wanted you
7 to, kind of, who the parties were.

8 MR. MOLSTER: She's the daughter of
9 Merrill Barringer.

10 THE COURT: Okay.

11 MS. PAYLOR: And the sister.

12 THE COURT: Okay. You got the pink tie
13 notice?

14 MR. MOLSTER: Yes, sir.

15 THE COURT: Good to see you. Thank you
16 all.

17 MR. TRAXLER: Thank you, Your Honor.

18 MR. TWOMBLEY: Thank you, Your Honor.

19 (Hearing concluded.)

20

21

22

23

24

25

CERTIFICATE OF REPORTER

I, SHARON G. HARDOON, Official Circuit Court Reporter, III for the State of South Carolina at Large, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, in the Court of Common Pleas for Beaufort County, Beaufort, South Carolina.

I do further certify that I am neither kin, counsel, nor interest to any party hereto.

August 3, 2021



Sharon G. Hardoon, CSR
Official Circuit Court Reporter, III



SAVANNAH NEUROLOGY SPECIALISTS

REYNOLDS STREET:
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J. Michael Humphreys, MD, F.A.A.N.
John A. Chubb, MD, F.A.A.N.
Eric M. Rosenthal, MD, PhD
Katherine Moritz, MD
Jacqueline F. Orlow, MD
Angie Mayo, RN

WATERS AVENUE:
Herbert P. Sanders, MD
Julie L. Mitchell, MD
Richard A. Goddard, MD
S. Michael Lasham, MD
William T. Garrett, MD
Walter D. Johnson, MD
Wendy Holland, RN

December 27, 2011

NAME: Paul Barringer
DOB: 08/22/1930

Paul M Long, MD,
PO Box 21743
Hilton Head, SC 29925

Dear Dr. Long:

I had the pleasure of seeing your patient in neurological consultation today for evaluation of his cognitive impairment.

As you know, he is a very pleasant 81-year-old right-handed white male who has a very interesting family history. A lot of his family members were physicians' including his dad who was Dr. Barringer who donated the Barringer Wing at the University of Virginia. This wing is where the neurology department and clinic are housed and so I spent many of my formative years in his father's building.

In any event, Mr. Paul also shares several friends in common with me from Augusta including Mr. Edo Douglas.

Mr. Paul states that he has noted some difficulty with his cognition for the last one to two years. He primarily notes difficulty remembering people's names as well as having some word finding difficulty. He does feel that these symptoms have progressed slightly. He also may lose his train of thought on occasion and overall states that he does not feel that his mind works as well as it once did. He states that his gait has not changed appreciably and he denies any significant abnormal movements. He has not developed any hallucinations and there is no significant incontinence.

He apparently has already undergone an MRI scan of the brain, however this study is not available for review today.

Additional historical information is contained in the body of his chart and reviewed and documented on his worksheet dated 12/27/2011.

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William T. Garrett, M.D. Signed on 1/4/2012 7:57:47 AM

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Luzak - MUSC 0306

05/17/2012 13:52

(FAX)

ROA 007194
P.006/010

On examination, he is very well developed and well nourished in no acute distress. Cardiovascular exam is regular rate and rhythm. There are no carotid bruits.

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12/27/2011
Paul Barringer
Page 2

Detailed testing of his cognition demonstrates him to be oriented x3 including date, day and time. He is able to name the president. He recalls a tsunami in Japan in the spring without difficulty. He is able to describe the similarity between a bicycle and a train without difficulty, but has more difficulty with a complex similarity such as a watch and a ruler. He does however remember 3/3 objects after five minutes and is able to complete his clock drawing without difficulty showing no visual spatial difficulty.

NEUROLOGIC EXAMINATION:

Mental Status: Alert and oriented. Speech is fluent. Normal language function. No signs of neglect or apraxia.

Cranial Nerves: Discs are sharp bilaterally. Pupils are equal, round, and reactive to light. Visual fields are full to confrontation. Extracocular movements are intact. Face is symmetrical with normal sensation. Hearing is intact bilaterally. Tongue, uvula, and palate are in midline. Sternocleidomastoid and trapezius strength is full.

Motor: Strength is 5/5 in all four extremities with normal bulk and normal tone.

Sensory: Sensation is intact to temperature and vibration in all four extremities.

Reflexes: Symmetrical and 2+. Plantar responses are flexor bilaterally.

Coordination: Fine finger movements, rapid alternating movements, and finger to nose are all done well bilaterally. Gait is normal.

IMPRESSION: Overall, Mr. Paul is complaining of cognitive dysfunction that would be associated with mild cognitive impairment and age related memory loss. He does have some difficulty with abstract reasoning, which is documented on his neurological examination, but overall has excellently preserved short-term memory and visual spatial difficulty, which would make the diagnosis of a primary degenerative dementia unlikely.

However, based on his cognitive complaints, I believe additional diagnostic workup is indicated including an EEG and laboratory assessment for treatable causes of cognitive impairment including a comprehensive metabolic profile, B12, folate, and thyroid function tests.

He states he has already undergone his MRI scan and I will need to review this report as well as to study myself.

He is to return after his EEG is completed for further evaluation and treatment.

Sincerely,

William T. Garrett, MD
Dictated but not read unless signed

SUD

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ROA 007196

ST. JOSEPH'S/CANDLER HEALTH SYSTEM

PATIENT : BARRINGER, PAUL

MR# : M000537952

DICTATING: Dr. Jessica F. Carter

CONSULT

St. Joseph's Hospital
11705 Mercy Boulevard
Savannah, Georgia 31419

Visit # : V017614900
Location : 5S 534 0
DOB : 08/22/1930 Pt Type:IN

DATE OF CONSULTATION: 05/02/2012

ATTENDING PHYSICIAN: Dr. Anthony M Costrini

REQUESTING PHYSICIAN: Dr. Costrini.

REASON FOR CONSULTATION: Altered mental status.

HISTORY OF PRESENT ILLNESS: The patient is an 81-year-old man with a history of prostate cancer who was apparently admitted with urinary retention and confusion. The patient is not a good historian owing to his current aphasia. According to my discussion with Dr. Costrini, he does have a history of dementia. Dr. Costrini got this information from Paul M. Long, M.D. who requested the transfer from Hilton Head. He is currently being evaluated by Dr. Funderburk in regards to his urinary retention and history of prostate cancer. The patient is not able to provide any further history.

The details of his dementia are largely unknown. It does not appear that he takes any medications for dementia as an outpatient.

PAST MEDICAL HISTORY:

1. History of prostate cancer.
2. History of urinary retention.
3. Coumadin therapy unknown reason.

ALLERGIES: NONE.

SOCIAL HISTORY: The patient resides in Hilton Head currently. He denies tobacco, drug or alcohol use.

FAMILY HISTORY: No family history of stroke per the patient.

REVIEW OF SYSTEMS:

The patient currently has no real complaints.

PHYSICAL EXAMINATION:

Vital signs: Blood pressure 106/74, pulse 88, temperature 97.8, respirations 18.

General: In general, this is a well-groomed, well-nourished elderly gentleman in no apparent distress.

HEENT: Normocephalic, atraumatic.

St Josephs/Candler Health System PCI (PCI: OE Database SGA)

Run: 01/07/20-08:40 by Jones, Shamera

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Luzak-St. Joseph 0280

ST. JOSEPH'S/CANDLER HEALTH SYSTEM

PATIENT : BARRINGER, PAUL

MR# : M000537952

DICTATING: Dr. Jessica F. Carter

CONSULT

CVS: Regular rate and rhythm.

Lungs: Clear to auscultation.

Extremities: Good peripheral pulses.

Neurological examination: Mental status: The patient is awake and alert. He has paraphasic errors. He is aphasic. He has difficulty following two-step commands but eventually gets it right with being able to touch his right hand to his left ear. When I ask him to show my two fingers, he does have some difficulty with this. He can start to give a reasonable history about his past work experience; however, he does have paraphasic errors throughout. Cranial Nerves: II-XII appear intact. Motor examination: Does not appear to be any weakness. Reflexes: Are present and symmetric throughout with equivocal plantar responses.

DATA: UDS is negative. CBC shows a platelet count of 114, otherwise unremarkable. Urinalysis was positive for moderate blood, trace ketones. Ammonia was 54. Comprehensive metabolic panel showed a BUN of 22, creatinine 1.3. PSA 0.69. TSH 1.19, INR 2.5.

IMPRESSION:

1. Confusion with history of urinary retention.
2. Apparent aphasia.

PLAN: It appears that the patient may have had a stroke. We will obtain an magnetic resonance imaging of the brain without contrast to look for cerebrovascular accident in the language area. We will also exclude seizure activity with an electroencephalogram.

I see Aricept was recently started for dementia. I do not know the details of his dementia, but he may have a primary progressive aphasia and is at his baseline. We will need to flush out some of the details of his history of course.

Thank you for this consult. I will follow with you.

JFC/MVTS

D: 05/03/2012 09:33

T: 05/03/2012 10:03

Job # 1261505/512373533

Jessica F. Carter, M.D.

E-Authenticated By: Jessica F. Carter

05/14/12 1545

St Josephs/Candler Health System PCI (PCI: OE Database SGA)

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ROA 007198

COASTAL FOREST RESOURCES COMPANY

BY-LAWS

(as amended through December 15, 2016)

ARTICLE I

Meetings of Stockholders

Section 1. Places of Meetings: All meetings of the stockholders shall be held at the principal office of the Corporation or at such other place as may be stated in the notice or waiver of notice of any such meeting.

Section 2. Annual Meetings: The annual meeting of the stockholders of the Corporation shall be held in each year on a date in January or February fixed annually by the Board.

Section 3. Special Meetings: Special meetings of the stockholders may be called by the President, the Board of Directors, or the holders of not less than one-tenth of all the shares entitled to vote at the meeting.

Section 4. Notice of Meetings: Written notice stating the place, day and hour of every of the stockholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than fifty (50) days previous thereto, either personally or by mail, by or at the direction of the President, the Secretary, or by the persons calling the meeting, to each stockholder of record entitled to vote at the meeting. Meetings may be held without notice if all the stockholders entitled to vote are present in person or by proxy or if notice is waived by those not present, either before or after such meeting.

Section 5. Action Without a Meeting: Any action which is required or which may be taken at a meeting of the stockholders may be taken without a meeting if consent in writing

ROA 007198

ROA 007199

setting forth the action so taken shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

Section 6. Quorum: Any number of stockholders together holding a majority of the stock of the Corporation entitled to vote, who shall be present in person or represented by proxy at any meeting, shall constitute a quorum for the transaction of business. If less than a quorum shall be present or represented by proxy at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the stockholders present or represented by proxy, without notice other than by announcement at the meeting, until a quorum shall be present or represented by proxy.

Section 7. Voting: At any meeting of the stockholders, each stockholder entitled to vote shall have one vote, in person or by proxy, for each share of stock owned by him.

Section 8. Telephonic Meetings: Stockholders may participate in a stockholders' meeting by telephone or similar communications equipment provided all stockholders participating in the meeting can hear one another, and participating by such means shall constitute presence in person at the meeting. A written record must memorialize the actions the stockholders take at such meetings.

ARTICLE II

Directors

Section 1. General Provisions: The business and affairs of the Corporation shall be managed by the Board of Directors, and, except as otherwise expressly provided by law or by the Articles of Incorporation, or by these By-Laws, all of the powers of the Corporation shall be vested in said Board.

Section 2. Number and Qualifications: The Board of Directors shall be a minimum of three (3) and a maximum of six (6) in number. Directors need not be stockholders or residents of the State of Virginia. A majority of the directors actually elected and serving at the time of any given meeting shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

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Section 3. Election of Directors: The directors shall be elected at the annual meeting of stockholders and shall hold their offices until the next annual meeting or until their successors are elected. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, including vacancies arising by an increase of not more than two in the number of directors. Vacancies in the Board of Directors arising by removal of a director only may be filled by the stockholders having voting power to elect directors.

Section 4. Meetings of Directors: Meetings of the Board of Directors shall be held at places within or without the State of Virginia. Immediately following the annual meeting of the stockholders, an annual meeting of the Board of Directors shall be held for which no notice, beyond announcement at said stockholders' meeting, shall be required. Other meetings of the Board of Directors shall be held at times fixed by resolution of the Board, or upon the call of the President or of any two directors. The Secretary, or officer performing his duties, shall give at least 24 hours' notice by telegraph, letter or telephone of all meetings of the Directors other than the Annual Meeting; provided, that notice need not be given of regular meetings held at times and places fixed by resolution of the Board. Meetings may be held at any time without notice if all the Directors are present, or if those not present waive notice either before or after the meeting.

Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting. When such a meeting is conducted by means of a conference telephone or similar communications equipment, a written record shall be made of the action taken at such meeting.

Section 5. Action Without a Meeting: Any action which is required or which may be taken at a meeting of the directors or of a committee, may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors, or all of the members of the committee, as the case may be.

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ARTICLE III

Executive Committee

Section 1. Designation of Committee: The Board of Directors, whenever it sees fit, by a resolution adopted by a majority of the number of directors fixed by these By-Laws, may designate an Executive Committee which shall consist of not less than two directors, one of whom shall be President.

Section 2. General Powers: The Executive Committee, when the Board of Directors is not in session and except as prohibited by law, shall have all powers vested in the Board of Directors by law or by these By-Laws; provided, that the Executive Committee shall report at the next regular or special meeting of the Board of Directors all action which the Executive Committee may have taken since the last regular or special meeting of the Board of Directors.

ARTICLE IV

Advisory Boards

Section 1. Creation and Purpose: The board of directors may create such advisory boards, committees or groups as it may deem appropriate or desirable. The purpose of each such board, committee or group (herein called an "advisory board") shall be to advise and to consult with any or all of the directors, officers, employees and agents of the Corporation upon or with respect to such matters as the board of directors may deem appropriate or desirable.

Section 2. Effect of Advice: Any advice, recommendation or position given made or taken by an advisory board or with respect to any matter shall be given such consideration as the individual or individuals receiving the same may deem appropriate but shall not be binding upon such individual or individuals or the Corporation. No advisory board shall have any authority or power to direct or to participate in the management of the business and affairs of the Corporation.

Section 3. Members: Each advisory board shall consist of two or more individuals. Members of the advisory boards shall be appointed by, and shall service at the pleasure of, the board of directors. Members of advisory boards shall possess such qualifications for their service as such as the board of directors may deem appropriate.

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Section 4. Compensation: Members of advisory boards shall be entitled to receive such compensation for services rendered and reimbursement for expenses incurred by them as such as the board of directors may deem appropriate.

Section 5. Independent Contractors: Members of advisory boards shall be deemed to be independent contractors with and agents of the Corporation and not officers or employees of the Corporation.

Section 6. Meetings: Meetings of advisory boards may be called at any time by the President or the board of directors. Meetings of advisory boards may be held at the registered office or the principal office of the Corporation or at such other place, within or without the State of North Carolina as the individual or individuals calling the same may designate. Notice of the date, time and place of meetings shall be given to members of advisory boards in such manner and at such time as the individual or individuals calling the same may deem appropriate. The President or a director shall attend and act as chairman of meetings of advisory boards. The procedure at meetings of advisory boards shall be determined by the chairman.

ARTICLE V

Officers

Section 1. Election: The officers of the Corporation shall consist of a President, a Secretary and a Treasurer, and persons elected to such other offices as may be established from time to time by the Board of Directors. All officers shall be elected by the Board of Directors, and shall hold office until their successors are elected and qualify. Vacancies may be filled at any meeting of the Board of Directors. Any two offices may be combined in the same person as the Board of Directors may determine, except that the President and Secretary may not be the same person.

Section 2. Removal of Officers: Any officer of the Corporation may be removed summarily with or without cause, at any time by the Board of Directors.

Section 3. Duties: The officers of the Corporation shall have such duties as generally pertain to their offices, as well as such powers and duties as from time to time shall be conferred upon them by the Board of Directors.

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ARTICLE VICapital Stock

Section 1. Issue of Certificates of Stock: Certificates of capital stock shall be in such form as may be prescribed by the Board of Directors and may (but need not) bear the seal of the Corporation or a facsimile thereof. All certificates shall be signed by the President or a Vice President, and by the Secretary or an Assistant Secretary or any other officer by these By-Laws or a resolution of the Board of Directors.

Section 2. Transfer of Stock: The stock of the Corporation shall be transferable or assignable on the books of the Corporation by the holders in person or by attorney on surrender of the certificate or certificates for such shares duly endorsed, and, if sought to be transferred by attorney, accompanied by a written power of attorney to have the same transferred on the books of the Corporation.

Section 3. Lost, Destroyed and Mutilated Certificates: The holder of stock of the Corporation shall immediately notify the Corporation of any loss, destruction, or mutilation of the certificate therefore, and the Board of Directors may in its discretion cause one or more new certificates for the same number of shares in the aggregate to be issued to such stockholder upon the surrender of the mutilated certificate, or upon satisfactory proof of such loss or destruction accompanied by the deposit of a bond in such form and amount and with such surety as the Board of Directors may require.

Section 4. Transfer Books: For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. In lieu of closing the stock transfer books, the Board of Directors, may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than fifty days prior to the date on which the particular action, requiring such determination of stockholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders,

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or stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

ARTICLE VII

Indemnification and Elimination of Liability

Section 1. Indemnification of Directors and Officers: Except as provided in Section 2 of this Article, the Corporation shall indemnify every individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if: (i) he conducted himself in good faith; and (ii) he believed, in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interests and, in all other cases, that his conduct was at least not opposed to its best interests (or in the case of conduct with respect to an employee benefit plan, that his conduct was for a purpose he believed to be in the interests of the participants of and beneficiaries of the plan); and (iii) he had no reasonable cause to believe, in the case of any criminal proceeding, that his conduct was unlawful.

Section 2. Indemnification Not Permitted: The Corporation shall not indemnify any individual against his willful misconduct or a knowing violation of the criminal law or against any liability incurred by him in any proceeding charging improper personal benefit to him, whether or not by or in the right of the Corporation or involving action in his official capacity, in which he was adjudged liable by a court of competent jurisdiction of the basis that personal benefit was improperly received by him.

Section 3. Effect of Judgment or Conviction: The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative that an individual did not meet the standard of conduct set forth in Section 1 of this Article or that the conduct of such individual constituted willful misconduct or a knowing violation of the criminal law.

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Section 4. Determination and Authorization: Unless ordered by a court of competent jurisdiction, any indemnification under Section 1 of this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the individual is permissible in the circumstances because: (i) he met the standard of conduct set forth in Section 1 of this Article and, with respect to a proceeding by or in the right of the Corporation in which such individual was adjudged liable to the Corporation, he is fairly and reasonably entitled to indemnification in view of all of the relevant circumstances even though he was adjudged liable; and (ii) the conduct of such individual did not constitute willful misconduct or a knowing violation of the criminal law.

Except as hereafter provided, such determination shall be made: (i) by the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; or (ii) if such a quorum cannot be obtained, by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; or (iii) by special legal counsel selected by the board of directors or its committee in the manner heretofore provided or, if such a quorum of the board of directors or its committee in the manner heretofore provided or, if such a quorum of the board of directors cannot be obtained and such a committee cannot be designated, selected by a majority vote of the board of directors (in which selection directors who are parties may participate); or (iv) by the shareholders, but shares owned by or voted under the control of individuals who are at the time parties to the proceeding may not be voted on the determination. Notwithstanding the foregoing, if a majority of the board of directors at the time consists of individuals who were not directors before the conduct resulting in the proceeding, such determination shall be made by special legal counsel selected: (i) by the individual who is a party to the proceeding and by the board of directors or its committee in the manner heretofore provided or, if such a quorum of the board of directors cannot be obtained and such a committee cannot be designated, a majority vote of the board of directors (in which selection directors who are parties may participate); or (ii) if the individual who is a party to the proceeding and the board of directors or its committee shall fail or be unable to make such selection, by independent legal counsel to the individual who is a party to the proceeding and by independent legal counsel to the Corporation.

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Authorization of indemnification, evaluation as to reasonableness of expenses and determination and authorization of advancements for expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those selecting such counsel.

Section 5. Advance for Expenses: The Corporation may pay for or reimburse the reasonable expenses incurred by any individual who is a party to a proceeding in advance of final disposition of the proceeding if (i) he furnished the Corporation a written statement of his good faith belief that he has met the standard of conduct described in Section 1 of this Article and a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that indemnification of such individual in the specific case is not permissible; and (ii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. An undertaking furnished to the Corporation in accordance with the provisions of this Section shall be an unlimited general obligation of the individual furnishing the same but need not be secured and may be accepted by the Corporation without reference to financial ability to make repayment.

Section 6. Indemnification of Employees and Agents: The Corporation shall indemnify and advance expenses to members of advisory committees to the same extent provided in this Article with respect to directors and officers. The Corporation may, but shall not be required to, indemnify and advance expenses to employees and to agents, other than members of advisory committees, to the same extent as provided in this Article with respect to directors and officers.

Section 7. Elimination of Liability of Directors and Officers: Except as provided in Section 8 of this Article, in any proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, a director or officer of the Corporation shall not be liable in any monetary amount for damages arising out of or resulting from a single transaction, occurrence or course of conduct.

Section 8. Liability of Directors and Officers Not Eliminated: The liability of a director or officer shall not be eliminated in accordance with the provisions of Section 7 of this

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Article if the director or officer engaged in willful misconduct or a knowing violation of the criminal law or of any federal or state securities law, including without limitation, any claim of unlawful insider trading or manipulation of the market for any security.

Section 9. Definitions: In this Article:

“Director” and “officer” mean an individual who is or was a director or officer of the Corporation, as the case may be, or who, while a director or officer of the Corporation is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. A director or officer shall be considered to be serving an employee benefit plan at the Corporation’s request if his duties to the Corporation also impose duties on, or otherwise involves services by, him to the plan or to participants in or beneficiaries of the plan.

“Individual” includes, unless the context requires otherwise, the estate, heirs, executors, personal representatives and administrators of an individual.

“Corporation” means the Corporation and any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor’s existence ceased upon the consummation of the transaction.

“Expenses” includes but is not limited to counsel fees.

“Liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

“Official capacity” means: (i) when used with respect to a director, the office of the director in the Corporation; (ii) when used with respect to an officer, the office in the Corporation held by him; or (iii) when used with respect to an employee or agent, including a member of an advisory committee, the employment or agency relationship undertaken by him on behalf of the Corporation. “Official capacity” does not include service for any foreign or domestic corporation or other partnership, joint venture, trust, employee benefit plan or other enterprise.

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“Party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

Section 10. Provisions Not Exclusive: As authorized by the Virginia Stock Corporation Act, the provisions of this Article are in addition to and not in limitation of the specific powers of a corporation to indemnify directors and officers set forth therein. If any provision of this Article shall be adjudicated invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnify which the Corporation may have under the Virginia Stock Corporation Act or other laws of the Commonwealth of Virginia.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Seal: The seal of the Corporation shall contain the name of the Corporation and shall be in such form as shall be approved by the Board of Directors.

Section 2. Fiscal Year: The fiscal year of the Corporation shall be as established by the Board of Directors.

Section 3. Examination of Books: The Board of Directors shall, subject to the laws of the State of Virginia, have power to determine from time to time whether and to what extent and under what conditions and limitations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders.

Section 4. Contracts, Checks, Notes and Drafts: All contracts, checks, notes, drafts, and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize.

Section 5. Voting of Stock Held: Unless otherwise provided by resolution of the Board of Directors, the President, the Vice President, the Secretary or the Treasurer may from time to time appoint an attorney or attorneys as agent or agents of the corporation to cast in the

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name of the corporation the votes which the corporation may be entitled to cast as a stockholder or otherwise in any other corporation, any of whose stock or securities of such other corporations, or to consent in writing to any action by any such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the corporation and under its corporate seal, or otherwise, such written proxies, consents, waivers, or other instruments as may be necessary or proper in the premises; or the President, the Vice President, the Secretary or the Treasurer may himself attend any meeting of the holders of stock or other securities of any such other corporation and thereat vote or exercise any or all other powers of the corporation as the holder of such stock or other securities of such other corporation.

Section 6. Amendment of By-Laws: These By-Laws may be amended, altered, or repealed by the Board of Directors at any meeting. The stockholders shall have the power to rescind, alter, amend, or repeal any By-Laws and to enact By-Laws which, if so expressed by the stockholders, may not be rescinded, altered, amended, or repealed by the Board of Directors.

Section 7. Exclusive Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action for breach of duty to the Corporation or the Corporation's shareholders by any current or former officer or other employee or agent or director of the Corporation, (iii) any action against the Corporation or any current or former officer or other employee or agent or director of the Corporation arising pursuant to any provision of the Virginia Stock Corporation Act (as it may be amended from time to time) or the Articles of Incorporation or these Bylaws (as either may be amended from time to time), or (iv) any action against the Corporation or any current or former officer or other employee or agent or director of the Corporation governed by the internal affairs doctrine shall be the United States District Court for the Eastern District of Virginia, Richmond Division, or in the event that court lacks jurisdiction to hear such action, the Circuit Court for the County of Henrico, Virginia unless neither court has personal jurisdiction over an indispensable party named as a defendant. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance to enforce the foregoing provisions. Any person or entity

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purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VIII, Section 7. If any action the subject matter of which is within the scope of this Article VIII, Section 7 is filed in a court other than a court located within the Commonwealth of Virginia (a "Foreign Action") by or in the name of any shareholder, such shareholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the Commonwealth of Virginia in connection with any action brought in any such court to enforce the provisions of this Article VIII, Section 7 and (ii) have service of process made upon such shareholder in any such action by service upon such shareholder's counsel in the Foreign Action as agent for such shareholder.

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Exhibit 8

Subpoena Response of CFRC

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Hampton B. Luzak,

Plaintiff,

vs.

Merrill B. Light, Merrill U. Barringer, as
 Personal Representative of the Estate of Paul
 Brandon Barringer, II, J. Randolph Light, Jr.,
 Merrill B. Light as putative trustee of the Paul
 B. Barringer, II, Revocable Trust dated
 December 4, 1998, and Merrill B. Light as
 Trustee of the Merrill Barringer Light
 Revocable Trust,

Defendants.

IN THE MATTER OF:

Estate of Paul Brandon Barringer, II.

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT

C/A No.: 2016-CP-07-1919

**NONPARTY COASTAL FOREST RESOURCES COMPANY'S
 OBJECTIONS AND RESPONSES TO SUBPOENA OF HAMPTON B. LUZAK**

Nonparty Coastal Forest Resources Company ("CFRC"), pursuant to Florida Rule of Civil Procedure 1.351(c), hereby submits the following objections and responses to the requests for production and inspection of documents made in the subpoena served by Plaintiff Hampton B. Luzak and dated September 19, 2017. CFRC is not a party to this litigation—a dispute between two siblings as to their father's capacity—and would be unreasonably burdened by having to produce (and reproduce) the requested documents.

General Objections

CFRC makes the following objections that apply to each of Ms. Luzak's Requests:

1. CFRC objects to the Requests to the extent that they call for production of documents or information protected by the attorney-client privilege, the work product doctrine

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and any other applicable privilege or protection. CFRC hereby asserts all such privileges. Any disclosure by CFRC of privileged or protected information is inadvertent and is not to be construed as a waiver of any such privilege or protection.

2. CFRC objects to the Requests to the extent that they purport to impose duties and burdens different from or in excess of those permitted by the Florida Rules of Civil Procedure and/or any scheduling, discovery or other orders entered by the Court of Common Pleas in Beaufort County, South Carolina or the Circuit Court in and for Gadsden County, Florida.

3. CFRC objects to the Requests to the extent that they call for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

4. CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c).

5. CFRC objects to the Subpoena on the ground that Ms. Luzak has failed to offer reimbursement to a nonparty for the reasonable cost of producing the books, documents, or tangible things requested in the Subpoena.

6. CFRC objects to the Requests because they seek documents that CFRC has already provided to Ms. Luzak, including in response to Ms. Luzak's requests for the production of documents served in *Luzak v. Light*, No. 1:15-cv-00501-AJT-IDD (E.D. Va.) and Ms. Luzak's 89 separate shareholder inspection demands, plus "supplemental" requests, served on CFRC between January 21, 2015 and March 29, 2017.

7. CFRC objects to the time period specified in Instruction A as being overbroad, unduly burdensome, and not reasonably calculated to lead to admissible evidence.

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8. CFRC objects to the Requests to the extent they are not reasonably calculated to lead to admissible evidence.

9. CFRC objects to each Request to the extent that it requests documents not in the possession, custody, and/or control of CFRC.

10. CFRC incorporates each of the preceding objections into their responses and objections to each Request. The stating of a Specific Objection to a Request, whether or not it is also included in these General Objections, shall not be construed as a waiver of any of CFRC's General Objections thereto.

11. The responses and objections set forth below are made without prejudice to, and without waiving or intending to waive the right to object on any and all grounds at any time to other discovery procedures involving or relating to the subject matter of the Requests answered below.

12. CFRC expressly reserves its right to revise and supplement its responses and/or production and to provide, at any time, revisions, corrections, or clarifications with respect to any of the information provided, documents produced, or the responses and objections made in response to the Requests.

Responses and Specific Objections

1. All signed stock certificates (front and back), stock transfer assignments, whether on the back side of cancelled stock certificates or issued separately as lost stock affidavits or by other similar documentation, stock powers, and stock register stubs for all CFRC voting stock certificates including but not limited to certificate numbers 1, 13, 14, 15, 16, and 17 or for any other voting shares owned by (a) Paul B. Barringer, II, (b) any trust established by Paul B.

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Barringer, II or for his benefit, (c) any trust established by or for the benefit of Merrill Barringer Light, (d) J. Travis Bryant, and (e) any assignees of the aforesaid voting shareholders.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the 16th shareholder inspection request dated February 5, 2016. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks documents with respect to all voting stock certificates. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the Request seeks documents with respect to all voting stock certificates, including Mr. Bryant's.

2. Current stock register of Coastal Forest Resources Company for both voting and nonvoting shares, showing the stock ownership history from inception to current date.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the eighth shareholder inspection request dated January 21, 2015.

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3. All minutes from board of director meetings of CFRC from January 1, 2011 to the present, including any drafts of proposed board minutes submitted to the members of the board of directors for their consideration prior to final approval and execution of the subject board of director minutes.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, such as draft minutes, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the second shareholder inspection request dated January 21, 2015 and the fifth shareholder inspection request dated February 5, 2016. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks all minutes in their entirety. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the Request seeks all minutes in their entirety. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

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4. All unanimous written consents of the board of directors of CFRC from January 1, 2011 to the present, including any drafts of proposed board consents submitted to the board members for their consideration prior to final approval and execution of the subject unanimous written consents and any proposed drafts not approved by all the board members.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, such as draft proposed board consents, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the second shareholder inspection request dated January 21, 2015. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks all consents. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the Request seeks all consents. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

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5. All minutes and resolutions from shareholder meetings of CFRC from January 1, 2011 to the present, including any drafts of proposed minutes to be submitted to shareholders and/or their agents prior to final adoption and execution of the shareholder minutes.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, such as drafts of proposed minutes and resolutions, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the eighth shareholder inspection request dated March 31, 2015 and the second shareholder inspection request dated February 5, 2016. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks all minutes and resolutions. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the Request seeks all minutes and resolutions. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

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6. All communications, correspondences and documents exchanged between CFRC and Paul B. Barringer, II (or his agent or attorney-in-fact under a power of attorney) from January 1, 2011 to the present, including any correspondences sent to the Estate of Paul B. Barringer, II or his personal representative, related to the transfer of any stock he owned or controlled in CFRC.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks all communications, correspondences, and documents. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

7. All communications, correspondences and documents exchanged between CFRC management personnel, including their servants and/or agents, on one end with members of the board of directors of CFRC, including the members' agents, employees and/or spouses, on the other end regarding any meetings with personnel at the law firm of Ausley McMullen, including but not limited to meetings with Julian Proctor, and any exhibits or presentation material related directly or indirectly with such communications or proposed meetings.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure

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1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the seventh shareholder inspection request dated February 5, 2016, and was addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

8. All communications, correspondences and documents exchanged between CFRC and members of the board of directors and/or their agents, servants, or spouses regarding any transaction involving a possible sale or exchange of either company assets, company stock or stock owned by CFRC shareholders, since January 1, 2011 to the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not

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limited to in its responses to the third, fourth, and 16th shareholder inspection request dated January 21, 2015, the ninth shareholder inspection request dated November 14, 2016, and requests for production 30 and 31 in *Luzak v. Light*. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks documents with respect to the sale of any stock. CFRC further objects to the Request on the ground that it seeks documents, such documents relating to a potential sale of CFRC or any of its or its shareholders' stock, that are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

9. All communications, correspondences and documents exchanged between agents of CFRC, and/or any of its personnel, with Lanigan and Associates, P.C. or any other outside advisor regarding a possible sale of either company assets, company stock or stock owned by CFRC shareholders, since January 1, 2011 to the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request on the ground that it seeks documents, such documents relating to a potential sale of CFRC or any of its or its shareholders' stock, that are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically

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stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

10. All communications, correspondences and documents exchanged between agents of CFRC, and/or any of its personnel, with Wells Fargo Bank or any other lender regarding a possible sale of either company assets, company stock or stock owned by CFRC shareholders, or any change in control of CFRC, since January 1, 2011 to the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad, and the Request seeks documents with respect to the sale of any stock. CFRC further objects to the Request on the ground that it seeks documents, such documents relating to a potential sale of CFRC or any of its or its shareholders' stock, that are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

11. All communications, correspondences and documents exchanged between Paul Light and any other person or entity, whether the other party was an agent, servant, officer,

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advisor, consultant, director or shareholder of CFRC or not affiliated with CFRC, regarding a possible sale of either company assets, company stock or stock owned by CFRC shareholders, since January 1, 2015 to the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the time period specified begins well after the events at issue in the litigation and the Request seeks documents with respect to the sale of any stock. CFRC further objects to the Request on the ground that it seeks documents, such as documents relating to a potential sale of CFRC or any of its or its shareholders' stock, that are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

12. All proposals, communications, documents or indications of interest made or received by CFRC and/or any of its agents regarding the potential purchase of CFRC, or all or a portion of its shares or assets, from 2012 to the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer

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reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to requests for production 30 and 31 in *Luzak v. Light*. CFRC further objects to the Request on the ground that it seeks documents that are not reasonably calculated to lead to the discovery of admissible evidence because the time period specified begins well after the events at issue in the litigation and the Request seeks documents with respect to the sale of any stock or assets. CFRC further objects to the Request on the ground that it seeks documents, such documents relating to a potential sale of CFRC, any of its assets, or any of its or its shareholders' stock, that are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

13. Any and all documents and communications, including e-mails and/or other correspondences, reflecting or relating to the transfer of CFRC voting stock on certificate no. 1 from Paul B. Barringer to Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998 as represented on CFRC voting stock certificate no. 13 on or about May 7, 2012.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible

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things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the tenth shareholder inspection request dated March 31, 2015 and request for production 26 in *Luzak v. Light*. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

14. All documents from 2012 to the present related to loss or lost voting stock certificates, including but limited to voting stock certificate numbers 13 and 14, which documents should include any and all communications between or among Travis Bryant, Randy Light, Merrill Light, Paul Barringer, John Jolley, Bradley Herring, and/or Poyner Spruill, LLP.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not

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limited to in its response to the ninth shareholder inspection request dated March 31, 2015, and was addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

15. All documents reflecting or related directly or indirectly to whether a lost share affidavit for CFRC stock certificate no. 1 was requested and provided in connection with the issuance of CFRC stock certificate no. 13; if no such documents exist, records sufficient to show why a lost share affidavit for certificate no. 1 was requested and provided in connection with the issuance of CFRC stock certificate no. 14, but not in connection with the issuance of certificate no. 13.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the ninth, tenth, and 11th shareholder inspection request dated March 31, 2015 and the 17th shareholder inspection request dated November 14, 2016, and was

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addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

16. Any and all documents, including e-mails and/or other correspondences, reflecting or relating directly or indirectly to the transfer of voting stock in CFRC from Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A dated December 4, 1998 of CFRC voting stock certificate no. 13 to Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4, 1998 as represented in CFRC voting stock certificate no. 14 on or about May 11, 2012.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the 11th shareholder inspection request dated March 31, 2015 and request for production 27 in *Luzak v. Light*. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily

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available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

17. Any and all documents, including e-mails, and/or correspondences reflecting or related directly or indirectly to the re-issuance of share(s) from Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4, 1998 on CFRC voting stock certificate no. 14 to Paul B. Barringer Revocable Trust U/A Dated December 4, 1998 on CFRC voting stock certificate no. 15.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the 12th shareholder inspection request dated March 31, 2015. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

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18. Any and all documents, including e-mails and/or correspondences, reflecting or related directly or indirectly to the transfer of shares from Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4, 1998 represented by CFRC voting stock certificate no. 14 to Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust dated on or about 2/21/2008 on CFRC voting stock certificate no. 16.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the 12th shareholder inspection request dated March 31, 2015. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

19. Any and all emails, correspondences and/or other documents between personnel at CFRC on one end and James Randolph “Randy” Light, Jr. on the other reflecting or related directly or indirectly to the transfer of CFRC voting shares from the name of the Paul B.

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Barringer, II Revocable Trust or its trustee to the Merrill Barringer Light Revocable Trust or its trustee through the date of completion of the transfer on the records of CFRC.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

20. Documents showing all compensation paid in any form, directly or indirectly, by CFRC to Randy Light for any and all positions with CFRC, whether as director, officer, employee, advisor, agent or other position.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its

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response to the 11th shareholder inspection request dated March 1, 2017, and was addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad. CFRC further objects to the Request on the ground that documents relating to Mr. Light's compensation are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Light's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

21. Any and all documents from the CFRC board of directors addressing or approving compensation paid in any form to Randy Light for any and all positions with CFRC, whether as director, officer, employee, advisor, agent or other position.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not

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limited to in its response to the 11th shareholder inspection request dated March 1, 2017, and was addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad. CFRC further objects to the Request on the ground that documents relating to Mr. Light's compensation are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Light's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

22. Any and all documents, including e-mails and/or other correspondences, reflecting or relating to any loans or other advancement of funds by CFRC to Randy Light or to any creditor or other obligee of Randy Light.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not

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limited to in its response to the 11th shareholder inspection request dated March 1, 2017. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad. CFRC further objects to the Request on the ground that documents relating to Mr. Light's compensation are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Light's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

23. Any and all documents appointing Randy Light as an officer of CFRC, including but not limited to board of director resolutions, unanimous written consents of the board of directors of CFRC, e-mails, correspondences and/or documents effecting the appointment of Randy Light as a CFRC corporate officer and/or director.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not

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limited to in its response to the first shareholder inspection request dated March 1, 2017, and was addressed in the consent order entered on July 11, 2016 by the Circuit Court for Fairfax County, Virginia. CFRC further objects to the Request on the ground that documents relating to Mr. Light's appointment as an officer of CFRC are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

24. Excerpts of all minutes of the CFRC board of directors addressing or approving compensation paid in any form or loans made to any board members and/or CFRC officers from July 2012 through the present, and all accounting records addressing compensation paid or loans extended to each board member from July 2012 through the present.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including advice of counsel during meetings of the Board of Directors, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the ninth and 18th shareholder inspection requests dated January 21, 2015, the ninth shareholder inspection request dated

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February 5, 2016, the 11th shareholder inspection request dated November 14, 2016, and the second shareholder inspection request dated March 1, 2017. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it seeks information as to all directors and officers. CFRC further objects to the Request on the ground that documents relating to all directors' and officers' compensation are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks personal and confidential financial information of all of CFRC's directors and officers without a relevant or compelling reason to compel disclosure.

25. Any and all documents, including e-mails and/or other correspondences, reflecting or relating to any compensation, loans and/or other advancement of funds by CFRC to Travis Bryant or to any creditor or other obligee of Travis Bryant.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the third, fourth, fifth, sixth, seventh, ninth, tenth, 11th, 13th, 14th, 15th, and 16th shareholder inspection requests dated January 21, 2015 and the 27th and 28th shareholder inspection request dated February 20, 2015. CFRC further objects on the ground

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that the Request is overly broad and unduly burdensome because the time period specified is overbroad. CFRC further objects to the Request on the ground that documents relating to Mr. Bryant's compensation are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

26. Any and all emails, correspondences and other documents between personnel (including but not limited to employees, officers, board members and/or shareholders) at CFRC on one end and Travis Bryant on the other related directly or indirectly to the issuance of CFRC shares and/or options to Travis Bryant.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the third, fourth, fifth, sixth, and seventh shareholder inspection

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requests dated January 21, 2015, the 27th shareholder inspection request dated February 20, 2015, the 13th and 14th shareholder inspection request dated February 5, 2016, and requests for production one through six in *Luzak v. Light*. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad. CFRC further objects to the Request on the ground that documents relating to the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

27. Any and all documents and correspondences showing when dividend distributions from CFRC to Paul B. Barringer, II or to the Paul B. Barringer Revocable Trust ended and dividend distributions to Merrill Barringer Light and/or the Merrill Barringer Light Revocable Trust began. This request shall include any and all documents, e-mails and/or correspondences showing the transition of dividend payments from Paul B. Barringer, II or the Paul B. Barringer Revocable Trust over to Merrill Barringer Light and/or the Merrill Barringer Light Revocable Trust.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible

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things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

28. Any and all documents, including e-mails and other correspondences, reflecting or relating to the Gertrude Barringer Testamentary Trust f/b/o Paul B. Barringer, II (Paul Barringer's Mother's Trust) to or from Paul B. Barringer or in which he is copied ("Cc:") as a recipient, including but not limited to his e-mail address at pbb@coastalforestresources.com.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

29. Any and all documents, including e-mails and other correspondences, related to the payment of dividends to Paul B. Barringer, II, and to any trust established by him or for his benefit, since January 1, 2011 to the present.

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Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

30. All documents reflecting or relating to communications or agreements between Ms. Merrill Light and/or Randy Light and Paul Barringer or his wife, Merrill U. Barringer, relating to the (a) governance, management, or sale of CFRC; (b) forbearance from selling CFRC; (c) Paul Barringer's continued service as a CFRC board member; and (d) Paul Barringer's termination as a CFRC board member.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it seeks all communications or agreements relating to the governance, management, or sale of CFRC. CFRC further objects on the ground that the phrase "forbearance from selling CFRC" is vague and ambiguous. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources

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or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

31. All documents, e-mails, records, agendas, memos and notes, and drafts thereof, within your possession or control about the sale of CFRC stock and/or the grant of options on CFRC stock to Travis Bryant addressed at the October 24, 2013 board of directors meeting and/or the unanimous written consent(s) of the CFRC board of directors dated on or about October 31, 2013.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the third, fourth, fifth, sixth, and seventh shareholder inspection requests dated January 21, 2015, the second and third shareholder inspection request dated February 20, 2015, the 13th and 14th shareholder inspection request dated February 5, 2016, the 13th and 14th shareholder inspection request dated November 14, 2016, and requests for production one through six and 24 in *Luzak v. Light*. CFRC further objects to the Request on the ground that documents relating to the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to

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the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

32. Make available for inspection, at the offices of CFRC or at such other location as may be agreeable to the Plaintiff and CFRC and at such date and time as may be mutually agreeable, the original of any and all unanimous written consents of the CFRC board of directors dated on or about October 31, 2013.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to this request on the ground that it seeks access to documents that CFRC has already provided to Ms. Luzak, including but not limited to in its response to the first and third shareholder inspection requests dated January 21, 2015 and the second and third shareholder inspection request dated February 20, 2015. CFRC further objects to the Request on the ground that documents relating to the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible evidence.

33. Any and all e-mails and attachments sent from John Jolley to Travis Bryant on or about October 30, 2013 regarding Travis Bryant's stock transaction and hand delivered to the home of Merrill Light and Randy Light on or about October 30, 2013.

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Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the third and fourth shareholder inspection requests dated January 21, 2015 and request for production 24 in *Luzak v. Light*. CFRC further objects to the Request on the ground that documents relating to the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

34. The CFRC board minutes sent among Randy Light, Merrill Light and/or Travis Bryant on or about December 17, 2012 and any e-mails by which such board minutes were sent.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure

ROA 007242

ROA 007243

1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request on the ground that documents relating to Mr. Bryant's compensation or the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

35. Any and all e-mails and their attachments sent on or about October 19, 2013 between Travis Bryant and Randy Light concerning or related to the executive stock purchase and/or the stock transaction between CFRC and Travis Bryant.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the third and fourth shareholder inspection requests dated January 21, 2015. CFRC further objects to the Request on the ground that documents relating to the issuance of shares and/or options to Mr. Bryant are not reasonably calculated to lead to the discovery of admissible

ROA 007243

ROA 007244

evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

36. Any and all e-mails and attachments sent among Travis Bryant, Tom Evans and/or John Jolley on or about October 25, 2013 regarding any CFRC officer employee agreements.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the "supplemental" shareholder inspection requests dated February 20, 2015 and requests for production 11 in *Luzak v. Light*. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests e-mails concerning "any CFRC officer employee agreements." CFRC further objects to the Request on the ground that documents relating to any CFRC officer

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employee agreements are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that it seeks Mr. Bryant's personal and confidential financial information without a relevant or compelling reason to compel disclosure. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

37. All documents related in any manner to whether indemnification or advancement has been (a) requested from any person and/or entity, and/or (b) approved by the CFRC Board of Directors in connection with these civil actions against Merrill Light pending in the Beaufort County, South Carolina Court of Common Pleas (case nos. 2016-CP-07-1919 and -1961).

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents relating to any request for indemnification or advancement. CFRC further objects to the Request on the ground that documents relating to any request for indemnification or advancement are not reasonably calculated to lead to the discovery

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of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

38. All insurance policies providing liability insurance coverage on behalf of CFRC, its directors, officers and/or shareholders related to the Plaintiffs claims alleged by Plaintiff in this action, and any and all documents, correspondences, and e-mails between and among CFRC, its directors, officers and/or shareholders and any agent for the insurance provider related to such insurance policy and/or the acts alleged by Plaintiff in this action.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents relating to any request for indemnification or advancement. CFRC further objects to the Request on the ground that documents relating to insurance policies “related to the Plaintiff[’]s claims” are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that the phrase “[a]ll insurance policies providing liability insurance coverage on behalf of CFRC, its directors, officers and/or shareholders related to the Plaintiffs claims alleged by Plaintiff in this action” is vague and ambiguous. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources

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or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

39. All documents, correspondences and communications of James K. Pattillo from January 1, 2011 to the present reflecting or related to, directly or indirectly, the Plaintiff's claims alleged in this action, including but not limited to the issue of CFRC's allocation or expenditure of funds, and/or related to James K. Pattillo's termination of employment.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents, correspondences, and communications of Mr. Pattillo. CFRC further objects to the Request on the ground that documents relating to CFRC's allocation or expenditure of funds and Mr. Pattillo's termination of employment are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

40. All documents produced by CFRC in the federal court litigation in the case of Luzak v. Light, et al, 1:15-CV-501 (E.D. Va.).

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Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request on the ground that it seeks documents that CFRC has already produced and that are already in the possession, custody, or control of Ms. Luzak. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents produced in *Luzak v. Light*, 1:15-CV-501 (E.D. Va.). CFRC further objects to the Request on the ground that a request for all documents produced in *Luzak v. Light*, 1:15-CV-501 (E.D. Va.) is not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

41. All documents produced by CFRC to Plaintiff or her counsel pursuant to Plaintiff's shareholder inspection requests, including but not limited to Plaintiff's requests under Virginia Code § 13.1-771 or any other statutory or legal authority, since January 1, 2012.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request on the ground that it seeks

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documents that CFRC has already produced and that are already in the possession, custody, or control of Ms. Luzak. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents already produced via 89 separate shareholder inspection demands, not including supplemental demands. CFRC further objects to the Request on the ground that a request for all documents produced in response to Ms. Luzak's shareholder inspection demands is not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

42. All accounting records reflecting CFRC's capital expenditures, investments including but not limited to purchases of real estate, and incurrence or repayment of debt for fiscal years 2012, 2013, 2014 and 2015.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects to this request on the ground that it seeks documents that CFRC has already provided to Ms. Luzak, including but not limited to in its responses to the 19th shareholder inspection request dated January 21, 2015, the

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26th shareholder inspection request dated February 20, 2015, and request for production 10 in *Luzak v. Light*, and seeks documents already provided to Ms. Luzak. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all of CFRC's accounting records. CFRC further objects to the Request on the ground that documents relating to CFRC's capital expenditures, investments, and incurrence and repayment of debt are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that the phrase "accounting records" is undefined, vague, and ambiguous. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

43. Access to the entire accounting files of CFRC in the manner set forth in Exhibit B to this subpoena.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of providing access to the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for access to documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is

ROA 007250

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overbroad and it requests all of CFRC's accounting files. CFRC further objects to the Request on the ground that CFRC's accounting files are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request on the ground that the phrase "accounting files" is undefined, vague, and ambiguous. CFRC further objects to the Request because it calls for the retrieval and/or production of electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

44. All documents, e-mails, records, memos, notes and statements for services rendered by McNair Law Firm, P.A. showing when John M. Jolley, Esq. became counsel to CFRC.

Response: CFRC objects to the time and place specified in the subpoena as unreasonable, unduly burdensome, and not in compliance with Florida Rule of Civil Procedure 1.351(c). CFRC further objects to the Request on the ground that Ms. Luzak has failed to offer reimbursement to CFRC for the reasonable cost of producing the books, documents, or tangible things requested in the Request. CFRC further objects to the Request to the extent that it calls for production of documents or information, including correspondence with counsel, protected by the attorney-client privilege, the work product doctrine and any other applicable privilege or protection. CFRC hereby asserts all such privileges. CFRC further objects on the ground that the Request is overly broad and unduly burdensome because the time period specified is overbroad and it requests all documents reflecting when Mr. Jolley became counsel to CFRC. CFRC further objects to the Request on the ground that the specified documents of CFRC's outside counsel are not reasonably calculated to lead to the discovery of admissible evidence. CFRC further objects to the Request because it calls for the retrieval and/or production of

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electronically stored information that is more readily available from other sources or is not reasonably accessible because of undue burden or cost, including but not limited to information on back-up tapes and legacy systems.

Date: October 4, 2017

Respectfully submitted,

/s/ Dain A. De Souza

Dain A. De Souza
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Miami, Florida 33131
Telephone: 305-810-2500
Facsimile: 305-810-2460
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Edward J. Fuhr (VSB #28082)
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efuhr@hunton.com
mboshier@hunton.com
jschronce@hunton.com

*Counsel for Nonparty Coastal Forest Resources
Company*

ROA 007252

ROA 007253

Certificate of Service

I HEREBY CERTIFY that, on October 4, 2017, I served the foregoing via email to:

James R. Gilreath (S.C. Bar# 3)
William M. Hogan (S.C. Bar# 65272)
11 0 Lavinia Avenue (2960 1)
P.O. Box 2147
Greenville, South Carolina 29202
Phone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

By: /s/ Johnathon E. Schronce

ROA 007253

Alice F. Paylor
apaylor@rosenhagood.com
(843) 266-8105

August 7, 2020

VIA EMAIL

The Honorable Carmen T. Mullen
100 Ribaut Road
P.O. Box 1128
Beaufort, SC 29901

Re: Luzak v. Light

Dear Judge Mullen:

I received a copy of Mike Macloskie's letter to you concerning the impact of Judge Frank's Order on Luzak's Motion to Compel CFRC to produce certain documents. My understanding and reading of Judge Frank's Order is completely different from that of Mr. Macloskie.

As I said in my earlier email attaching Judge Frank's Order, Judge Frank concluded that many of the vast array of financial documents sought by Mrs. Luzak from CFRC were not relevant to any claim that she has asserted in the South Carolina action pending in front of you.

With regard to Mrs. Luzak's motion to compel documents concerning Merrill Light's attorney bills and any fees paid by CFRC on her behalf in the Virginia litigation, Judge Frank's ruling was very clear that he denied the motion to compel because Mrs. Luzak had not requested such documents in her pending Request No. 22. Judge Frank allowed Mrs. Luzak to serve another subpoena making such a request, but he did not rule on any issue other than the fact that Mrs. Luzak had not requested such documents in her Request No. 22. Judge Frank made it clear that he would consider all of the parties' objections to the production of such documents if Mrs. Luzak actually requested the documents and CFRC (or Merrill Light) objected to such production.

The payment of Mrs. Light's attorneys' fees for the 2015 and 2016 litigation in the Eastern District of Virginia has nothing to do with the CFRC stock transaction that took place in September of 2012, which is the gravamen of Mrs. Luzak's claim here. Plus, any claim that CFRC should not have paid those fees would only be cognizable as a derivative claim that Mrs. Luzak would be required to bring against CFRC, which litigation may only be filed in the Eastern District of Virginia (or Fairfax County, Virginia). Moreover, Mrs. Light's bills from her lawyers are privileged and highly confidential. As a result, I can assure you that Mrs. Light will object to the production of such documents on the grounds of privilege and relevance, and we believe that Judge Frank will come to the same conclusion that he did last week with regard to

ROA 007254

the other documents being sought by Ms. Luzak from CFRC, i.e. that they should not be produced.

Thank you for your consideration of this matter.

Sincerely yours,

s/ Alice F. Paylor

Alice F. Paylor

AFP/afp

cc (via email only): James R. Gilreath, Esquire
William M. Hogan, Esquire
Charles B. Macloskie, Esquire
S. Alan Medlin, Esquire
Charles B. Molster, III, Esquire
J. Ashley Twombly, Esquire
Lee Walters, Esquire



ROA 007256

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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COLUMBIA, SOUTH CAROLINA 29201
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February 22, 2021

Mr. James R. Gilreath, Esquire
PO Box 2147
Greenville SC 29602

Mr. William Mitchell Hogan, Esquire
PO Box 2147
Greenville SC 29602

Ms. Alice F. Paylor, Esquire
PO Box 893
Charleston SC 29402

Mr. Bijan Khaladj-Ghom, Esquire
151 Meeting St.
Suite 400
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Mr. Harley Delleney Ruff, Esquire
17 Professional Village Cir.
Beaufort SC 29907

Ms. Denise K. Collins, Esquire
17 Professional Village Circle
Beaufort SC 29907

Mr. James Ashley Twombly, Esquire
311 Carteret St.
Beaufort SC 29902

ROA 007256

Mr. Kevin C. Johnson, Esquire
112 Haygood Avenue
Suite A
Lexington SC 29072

Ms. Lee Anne Walters, Esquire
311 Carteret Street
Beaufort SC 29902

Re: In the Matter of the Estate of Paul Brandon Barringer, II
Appellate Case No. 2021-000159

Dear Counsel:

This Court has received your notice of appeal. A preliminary review of the order(s) challenged on appeal indicates it might not be immediately appealable.

Accordingly, it is requested that the parties serve and file memoranda addressing the issue of appealability within ten (10) days of the date of this letter. The time limits for perfecting the appeal are held in abeyance pending the Court's consideration of the memoranda.

Very truly yours,

V. Claire Allen

CLERK

cc: [cc]



ROA 007258

State of South Carolina
The Circuit Court of the Ninth Judicial Circuit

Bentley Price
Judge

100 Broad Street, Suite 432
Charleston, SC 29401
Phone: (843) 958-4450
Fax: (843) 958-5095
bpricej@sccourts.org

June 7, 2021

All,

I would be remiss if I did not address last week's hearings. After reviewing the transcript and almost all 1,030 filings and hundreds of thousands of documents it has become abundantly clear that this case is being mishandled and quite frankly is a miscarriage of justice that must be addressed. It became immediately clear to the Court the lengths to which the Plaintiff is willing to go to ensure this case never sees the inside of a courtroom with 12 jurors seated. The mere fact that the Plaintiff alleges it still needs to conduct discovery and take depositions in a six year old case speaks volumes of how this case is being handled. When Defense counsel assures the Court that the case could be tried in two to three days and Plaintiff's counsel is willing to have the Court look into trial dates in 2022 alleging it would take 2-3 weeks there is a glaring disconnect that quite honestly may not exist. Plaintiff counsel's argument that the Court would be limiting its ability to present its case in a week is unfounded and is seen as nothing more than another delay tactic. The Court finds it appalling that the Plaintiff, through counsel and unlimited resources, has attempted to air out her distain from being extricated from the Will and Trust in the Court system. Judge Mullen's constant attention to this case and attempts to assist the parties should not go unrecognized. She has put countless hours in an attempt to assist parties that simply don't want to be assisted. This practice will stop immediately. To allow a case, regardless of the unlimited

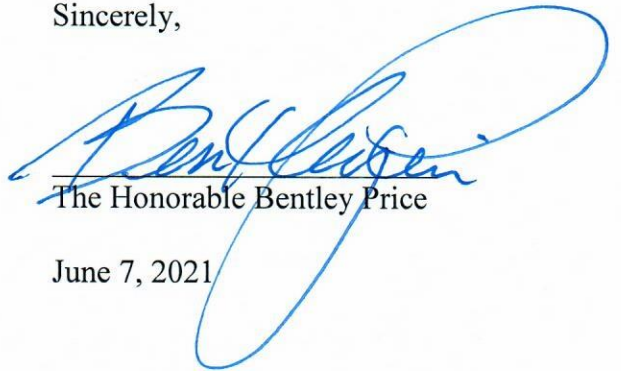
ROA 007258

resources, to tempt attorneys into tip toeing the line of unethical and reportable behavior is deplorable. The Court has never seen a case whereby each and every assertion, request or attempt to move the case forward has been met with countless motions, letters and court appearances before this one and this practice will too stop.

If anyone takes issue with anything I've said, please don't take this as an invitation to "clarify" your position, the Court is fully aware of everyone's position in this case and any future desires to correct the Court will be met with a firm response.

Since a request for a consent scheduling order would be futile in every regard the Court is implementing its own stringent order. With the impending trial date of August 30th, 2021 ALL discovery will cease on July 30th, 2021 at midnight. Any and all Motions in this case will need to be filed by that date and will be ruled upon on Thursday August 12th, 2021 commencing at 10:00 a.m. Please have your briefs ready and bring a hard copy for the Court. Again, thank you for entrusting me with your case and I look forward to assisting your clients in a swift resolution.

Sincerely,



The Honorable Bentley Price

June 7, 2021

July 19, 2021

Via Hand Delivery

The Honorable Jerri Ann Roseneau
Beaufort County Clerk of Court
102 Ribaut Road
Beaufort, SC 29902

RE: Luzak v. Light, et al.; Civil Action No.: 2016-CP-07-1919
Luzak v. Barringer; Civil Action No.: 2019-CP-07-01253 & 01294

Dear Jerri:

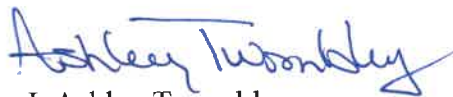
Please find enclosed the original Confidential Information to be Submitted to the Court in Connection with the Motion to Seal filed May 18, 2021 and an Order Granting Defendant's Motion entered on June 14, 2021 in the referenced matters.

By copy of this letter, I am advising all counsel of this communication.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

With kind regards, I remain,

Cordially,



J. Ashley Twombley

cc: James R. Gilreath, Esquire
William M. Hogan, Esquire
Charles B. Macloskie, Esquire
S. Alan Medlin, Esquire
Thomas W. Traxler, Esquire
Desa Ballard, Esquire
Alice F. Paylor, Esquire
Bijan Ghom, Esquire
Charles B. Molster, III, Esquire

2021 JUL 21 AM 9:23
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

ROA 007261

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) CIVIL ACTION NO: 2016-CP-07-1919

IN THE MATTER OF ESTATE OF PAUL
BRANDON BARRINGER, II

HAMPTON BARRINGER LUZAK,

Plaintiff,

v.

MERRILL B. LIGHT, MERRILL U.
BARRINGER, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
PAUL BRANDON BARRINGER, II,
J. RANDOLPH LIGHT, JR., MERRILL B.
LIGHT AS PUTATIVE TRUSTEE OF THE
PAUL B. BARRINGER, II REVOCABLE
TRUST DATED DECEMBER 4, 1998, AND
MERRILL B. LIGHT AS TRUSTEE OF
THE MERRILL BARRINGER LIGHT
REVOCABLE TRUST,

Defendants

**CONFIDENTIAL INFORMATION TO
BE SUBMITTED TO COURT
IN CONNECTION WITH
DEFENDANTS' MOTION TO SEAL**

1. Transcript of the Deposition of John Jolley dated March 16, 2021
2. Transcript of the Deposition of John Jolley dated April 21, 2021.

J. ASHLEY TWOMBLY
LEE ANNE WALTERS
TWENG + TWOMBLY LAW FIRM
311 Carteret Street
Beaufort, SC 29902
(843) 982-0100
twombly@twlawfirm.com
lwalters@twlawfirm.com
Attorneys for Defendant, Merrill U. Barringer

Beaufort, South Carolina
May 10, 2021

ROA 007261

SEALED

ROA 007262

ELECTRONICALLY FILED - 2021 Jul 21 9:40 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701294

ROA 007262

ROA 007263

TWENGE + TWOMBLEY LAW FIRM, LLC
311 Carteret Street
Beaufort, South Carolina 29902
Ph.: 843.982.0100 Fax:: 843.982.0103
Web:: Twlawfirm.com

J. Ashley Twombly*
Karl D. Twenge+
Lee Anne Walters+ (Of Counsel)

*Licensed in SC + GA
+Certified Circuit Court Mediators

August 4, 2021

Via Electronic Filing

The Honorable Jerri Ann Roseneau
Beaufort County Clerk of Court
P.O. Drawer 1128
Beaufort, SC 29902

RE: Luzak v. Barringer; Civil Action Nos.: 2019-CP-07-01253 and 01294

Dear Jerri:

Please find attached for filing excerpts of the deposition transcript of Kevin Luzak in support of Defendant's Motions for Summary Judgment filed in the referenced matters on June 14, 2021.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

With kind regards, I remain,

Cordially,

s/J. Ashley Twombly

J. Ashley Twombly

cc: James R. Gilreath, Esquire (jim@gilreathlaw.com)
William M. Hogan, Esquire (bhogan@gilreathlaw.com)
Charles B. Macloskie, Esquire (macloskielawfirm@hargray.com)
S. Alan Medlin, Esquire (amedlin@sc.rr.com)
Thomas W. Traxler, Esquire (Tom.traxler@carterlawpa.com)
Desa Ballard, Esquire (desab@desaballard.com)
Alice Paylor, Esquire (apaylor@rrhlawfirm.com)
Bijan Ghom, Esquire (bghom@rrhlawfirm.com)
Charles B. Molster, III, Esquire (cmolster@molsterlaw.com)

ROA 007263

ROA 007264



Deposition of:
Kevin Luzak

July 14, 2021

In the Matter of:
Luzak, Hampton v. Light, Merrill

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ROA 007264

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF BEAUFORT

4 IN THE MATTER OF ESTATE OF
5 PAUL BRANDON BARRINGER, II

6 HAMPTON BARRINGER LUZAK,

7 Plaintiff,

8 vs. C.A. No. 2016-CP-07-1919

9 MERRILL B. LIGHT, MERRILL U. BARRINGER, AS
10 PERSONAL REPRESENTATIVE OF THE ESTATE OF
11 PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT,
12 JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF
13 THE PAUL B. BARRINGER, II REVOCABLE
14 TRUST DATED DECEMBER 4, 1998, AND MERRILL B.
15 LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT
16 REVOCABLE TRUST,
17 Defendants.

18 Volume II
19 DEPOSITION OF: Kevin Luzak
20 DATE: July 14, 2021
21 TIME: 9:05 a.m.
22 LOCATION: 115 Meeting Street
23 Charleston, SC

24 TAKEN BY: Counsel for the Defendants
25 REPORTED BY: Roxanne Easterwood, RPR
VIDEOGRAPHER: Ashley Bowler

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ALSO PRESENT:

Hampton Luzak, Merrill Light, Paul
Light, Thomas Light, George DuRant, Chris Ocampo

(INDEX AT REAR OF TRANSCRIPT)

1 obviously, I wouldn't.

2 Q. Did you and Hampton ever take the
3 company plane on personal vacations and things of
4 that nature?

5 A. Yes.

6 Q. Okay. And did you -- did you always
7 pay for that when you did it?

8 A. We -- we paid for it -- I had an
9 outstanding balance owed of, I think, \$77,000 or
10 \$73,000, which is still outstanding. Other than
11 that, we paid for it.

12 Q. Are you telling me you took \$77,000
13 worth of flights in that airplane and you haven't
14 paid for them?

15 A. Exactly right, and I won't.

16 Q. Why not?

17 A. It -- it's -- I'll view it as my
18 compensation upon termination, and I will further
19 view it as the absolute least that they can do for
20 me.

21 Q. Are you aware that -- are you aware
22 that your wife alleges in this lawsuit that
23 Mr. and Ms. Barringer had entered into a contract
24 with one another wherein they agreed beginning in
25 at least 1998 to always treat the kids equally in

1 the future no matter what type of behavior they
2 engaged in?

3 A. I'm -- I'm not aware of that
4 understanding being memorialized in a contract.

5 Q. Okay. So you don't know of any --
6 well, let me just -- let me just ask you. I don't
7 either. You are aware your wife alleges that,
8 though, right, that there's a contract?

9 A. That there's a contract? No, I'm not.

10 Q. You're not?

11 A. I'm -- I'm -- as I said, the contract
12 concept is new to me.

13 Q. Okay. All right. Do you know why --
14 so -- so you're -- let me -- let me rephrase that.

15 So you're not aware of any such
16 contract, and you're not aware that your wife is
17 alleging that there was a contract?

18 A. Again, in -- in my interpretation of
19 your question, I am -- I am interpreting the word
20 contract to refer to a document, an executed
21 document reflecting an understanding. I am not
22 familiar with that as a component of any
23 allegation that my wife is making, which is not to
24 say it's not true. I'm saying I'm not aware of
25 it.

1 Q. Okay. So you're not aware of any
2 written contract anywhere where Mr. and
3 Ms. Barringer agreed to treat the kids equally in
4 the future no matter what type of behavior they
5 engaged in?

6 A. I'm -- I'm -- I'm not aware of it, but
7 I'm not sure I would be.

8 Q. Okay. All right. We've dealt with no
9 writing. Let's talk about a verbal contract. Are
10 you aware of any verbal agreement between Mr. and
11 Ms. Barringer beginning in at least 1998 where
12 they agreed with each other that they would treat
13 their children equally in the future no matter
14 what type of behavior the children engaged in?

15 A. And I'm not trying to be evasive or
16 I'm not trying to avoid answering the question.
17 An agreement could be tacit or explicit. I have
18 been involved in many discussions with the family
19 at the dinner table and elsewhere where the
20 concept of equality was discussed.

21 I -- I can't -- I can't make reference
22 to your dependent clause about behavior, but
23 certainly I witnessed many discussions where
24 treating the three siblings equally was discussed,
25 and to me that could be --

1 Q. Okay.

2 A. -- it's two people discussing
3 something in each other's presence. I would argue
4 that's agreement.

5 MR. TWOMBLEY: Please mark this section
6 of the transcript.

7 BY MR. TWOMBLEY:

8 Q. I want to ask the question again.

9 A. Okay.

10 Q. I did not ask you have you been party
11 to conversations where the concept of equality
12 came up. I am talking about a verbal contract, a
13 legally binding agreement between Paul and Merrill
14 Barringer where they agreed that they were going
15 to treat their children equally in the future no
16 matter what type of behavior they engaged in.

17 A. That's a different question than the
18 one you asked me earlier.

19 Q. Answer that one.

20 A. You're referring to a verbal contract
21 that's legally binding. What are the parameters
22 of the verbal contract that's legally binding?

23 Q. Take out the legally binding. A
24 verbal contract, are you aware of any agreement
25 where Mr. and Ms. Barringer agreed at any point in

1 time that they were going to treat their children
2 equally in the future no matter what type of
3 behavior they engaged in?

4 A. Are you talking about verbal agreement
5 or contract?

6 Q. Both. Either.

7 A. Written contract, no. Verbal
8 agreement, yes. However, without reference in my
9 recollection to the dependent clause related to
10 behavior.

11 Q. All right. Well, that's the material
12 feature of the contract that I'm talking about, or
13 agreement. I'm not talking about a discussion
14 where they said they planned to treat their
15 children equally or that they discussed the
16 concept of equality. I'm talking about an
17 agreement that they're going to treat their
18 children equally no matter what type of behavior
19 the children engage in in the future.

20 A. No, I'm -- I'm not -- again, I'm not
21 aware of that -- that contract, that agreement
22 with that dependent feature.

23 Q. Did -- did Ms. Barringer ever do
24 anything or say anything that led you to believe
25 that they had agreed with each other that they

1 were going to treat their children equally in the
2 future no matter what type of behavior the
3 children agreed -- engaged in?

4 A. So now as distinct from a contract or
5 agreement between the two of them with the
6 dependent clause, you're asking me if I had an
7 agreement -- if I had a discussion with
8 Mrs. Barringer to the same effect?

9 Q. Or -- or Mr. Barringer. Did they ever
10 do or say anything that led you to believe that
11 they were going to treat their children equally in
12 the future no matter what type of behavior that
13 they engaged in?

14 A. Outside of the pattern, going back to
15 at least '86, of treating the children equally
16 regardless of behavior, which was consistent
17 throughout that entire period of time with regard
18 to all assets, no, I did not -- I did not have
19 that conversation with either one of them.

20 Q. Okay. And neither one of them ever
21 did or said anything that led you to believe there
22 was such an agreement that they would -- would not
23 treat the kids -- kids differently in the future,
24 correct?

25 A. I'm sorry, would you repeat that?

ROA 007275
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1 Q. Neither Mr. Barringer or Ms. --
2 Mr. Barringer or Ms. Barringer ever did or said
3 anything that led you to believe that there was
4 some type of agreement in place that they would
5 treat the kids equally in the future no matter
6 what type of behavior they engaged in, correct?

7 A. I think that's the same as the first
8 question. So -- or the second question. So I
9 would, again, agree with it.

10 Q. Okay. Do you have any idea in the
11 world why somebody would go to court in Beaufort,
12 South Carolina and tell a judge that they thought
13 Mr. and Ms. Barringer had entered into a contract
14 with one another where they were going to treat
15 their children equally in the future no matter
16 what type of behavior the children agreed --
17 engaged in?

18 MR. MACLOSKIE: Objection. Calls for a
19 legal conclusion. Argumentative.

20 THE WITNESS: Yes, I'm -- I'm not a
21 lawyer. I didn't draft those documents. I can't
22 comment on it. And -- and part of the predicate
23 of that response is based on my confusion about
24 the definition of contract.

25 BY MR. TWOMBLEY:

ROA 007275

1 Q. Agreement. You don't know what a
2 contract is, Mr. Luzak?

3 A. I -- I don't know in this context the
4 extent of the concept of contract.

5 Q. Well, using any definition you want to
6 use.

7 A. Okay.

8 Q. Any understanding you might have.

9 A. As a hypo?

10 Q. Yes.

11 A. You and I could agree to wear orange
12 ties tomorrow. I don't think that's a contract.
13 You and I could obligate each other to sign
14 documents to wear orange ties tomorrow. That
15 would be a contract. I don't know where the line
16 is here.

17 Q. Okay. Well, and I think we've
18 established -- I'm happy to go back through it
19 again, but either one of those hypos, whether
20 there was an agreement, verbal, whether there was
21 an understanding, whether -- there is nothing that
22 you know of, written, verbal or otherwise, that
23 Mr. and Ms. Barringer agreed that they were going
24 to treat their kids in the future no matter what
25 type of behavior the children engaged in?

ROA 007277
Page 486

1 MR. MACLOSKIE: Objection. Asked and
2 answered.

3 THE WITNESS: I -- I -- I could -- I
4 could -- I could infer the existence of an
5 agreement akin to you and I saying let's wear
6 wearing orange ties tomorrow based upon a very,
7 very long and extensive history of how they
8 treated the children in the context of whatever
9 their behavior was.

10 BY MR. TWOMBLEY:

11 Q. Okay. But I'm not talking about the
12 historical treatment of the children. For
13 purposes of this question, let's just assume I
14 agree with you --

15 A. Okay.

16 Q. -- that Mr. and Ms. Barringer treated
17 their children equally throughout the vast
18 majority of their lives. Okay. What I'm talking
19 about is an agreement to maintain that equality in
20 the future no matter what type of behavior the
21 children engaged in.

22 MR. MACLOSKIE: Objection. Asked and
23 answered.

24 THE WITNESS: Yes, I --

25 BY MR. TWOMBLEY:

ROA 007277

1 Q. You don't know anything, correct?

2 A. This -- this particular exchange was
3 focussed on, I'm assuming, a filing that was made
4 in court that makes reference to a contract. So
5 my question relates -- or my query relates to the
6 nature of the contract. We're acknowledging that
7 there is a widespread of -- within the definition
8 of a contract. I'm not able to answer that
9 question because I don't know the nature of the
10 contract.

11 Q. You don't have any evidence that they
12 entered into any type of contract like that,
13 correct?

14 A. I don't.

15 Q. Or that they entered into any type of
16 agreement or anything of that nature?

17 A. The fuzzier we get, the more hesitant
18 I am to answer the question. So for the purposes
19 of this so we can move on, which I know you want
20 to do, I'll say no.

21 Q. Okay. Well, I don't want to move on.
22 I want to find out what evidence you have, if you
23 have any. I do not want to move on.

24 MR. MACLOSKIE: Asked and answered.

25 BY MR. TWOMBLEY:

1 Q. If you have -- if you have any
2 evidence that Paul and Merrill Barringer entered
3 into a contract, agreement, pinky swear, anything
4 you want to call it, that they were going to treat
5 their children equally in the future no matter
6 what type of behavior the children engaged in, I
7 want you to tell me that.

8 MR. MACLOSKIE: Asked and answered.

9 BY MR. TWOMBLEY:

10 Q. Do you have any such evidence?

11 A. I -- I do not.

12 Q. Okay. Will you turn to 19A of the
13 notebook?

14 A. Sure.

15 Q. Luzak 142.

16 A. Yes.

17 Q. I think you said this is a
18 presentation you made at one of the YPO things?

19 A. Oh, 19A. Sorry. Hang on.

20 Q. 19 --

21 A. I think -- I believe so, yes.

22 Q. Who authorized you to disclose all of
23 this financial information of CFRC to all these
24 people at the YPO?

25 MR. GILREATH: You got a page number?

ROA 007280

Exhibit 1

September 17, 2019 Hearing Transcript Excerpts

ROA 007280

IN THE CIRCUIT COURT
FOR GADSDEN COUNTY, FLORIDA
CASE NO.: 19-CA-00342

HAMPTON B. LUZAK,

Plaintiff,

vs.

MERRILL B. LIGHT, MERRILL U. BARRINGER,
AS PERSONAL REPRESENTATIVE OF THE
ESTATE OF PAUL BRANDON BARRINGER, II,
J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT,
AS PUTATIVE TRUSTEE OF THE PAUL B.
BARRINGER, II, REVOCABLE TRUST DATED
DECEMBER 4, 1998, AND MERRILL B. LIGHT
AS TRUSTEE OF THE MERRILL BARRINGER
LIGHT REVOCABLE TRUST,

Defendants.

IN THE MATTER OF:
ESTATE OF PAUL BRANDON BARRINGER, II

HEARING BEFORE THE HONORABLE DAVID FRANK

September 17, 2019

2:42 p.m. - 3:50 p.m.

GADSDEN COUNTY COURTHOUSE ANNEX

13 North Monroe Street

Quincy, FL 32351

Electronically Reported By:

LATOYA FAXON-BURNETT

ROA 007282

1 MR. GILREATH: Well, Your Honor, we're here
2 because we had no choice. I forgot -- I don't know
3 whether I said it or not, but the Defendants are Randy
4 Light and his wife, Merrill. Merrill is the
5 controlling stakeholder in CFRC. And her husband is a
6 chairman of the board. And so gave them the same
7 basically request that we got here. And they came
8 back and said, "We don't have that." --

9 THE COURT: Let me pause you. The action,
10 the main action, the underlining action --

11 MR. GILREATH: Right.

12 THE COURT: -- for which these names are
13 relevant --

14 MR. GILREATH: Right.

15 THE COURT: -- is in the Eastern District of
16 Virginia?

17 MR. GILREATH: No, no, it's in the Court of
18 Common Pleas down in Buford County --

19 THE COURT: Okay.

20 MR. GILREATH: -- which is down on the coast
21 near Hilton Head.

22 THE COURT: And why did you have to come
23 here to litigate this motion to compel rather than in
24 Buford?

25 MR. GILREATH: Because we went to Buford and

ROA 007283

1 we got -- this is explained in the stuff we got in
2 there. And we got some test -- there's a court record
3 where the judge told us. We took the position
4 initially, "Listen, you control it, you're in control
5 of the company that has these documents. And you
6 ought to be able to tell them to give us the
7 documents." Well, they said they couldn't do that.

8 We went to see the Judge and we got -- in
9 the records is the transcript when we were before the
10 Judge. And the Judge said she didn't feel like she
11 could make the stakeholders require -- it's a Virginia
12 corporation, but it's headquartered in this county --
13 to give us those documents.

14 And so we really had no choice but to come
15 here. Actually, we subpoenaed some of these documents
16 from a law firm over there. And the law firm took the
17 position that we should go get them from the
18 Defendants. I've got a copy of that letter if you'd
19 like to see. I can hand --

20 THE COURT: Is this pleas court that Court
21 of General Jurisdiction?

22 MR. GILREATH: Court of General Jurisdiction
23 --

24 THE COURT: So the Judge --

25 MR. GILREATH: -- just like this.

ROA 007284

1 THE COURT: The Judge there in the South
2 Carolina Court of General Jurisdiction told you she
3 didn't have means to compel production in a lawsuit
4 that was pending before her?

5 MR. GILREATH: Yeah, because she had
6 jurisdiction over the chairman of the board of the
7 company and she had jurisdiction over the controlling
8 stakeholder. But she said, "I can't" -- she didn't
9 feel like she could do that. We tried to get her to
10 do it and it's all in my affidavit.

11 THE COURT: And who is here in beautiful
12 Gadsden County, Florida, that you contend that I have
13 control over that can make this happen or that she
14 cannot?

15 MR. GILREATH: Coastal Forest Resources,
16 which is a Virginia corporation. But it's
17 headquartered in Havana, Cuba, which is in this
18 county. And that's how we got here.

19 THE COURT: Havana, Florida --

20 MR. GILREATH: Excuse me.

21 THE COURT: That's all right.

22 MR. GILREATH: Excuse me, Havana, Florida.
23 And I told the Judge, I said, "Judge, we're going to
24 have to go down there." And she said, "You need to go
25 on down there," so here I am.

ROA 007285

1 THE COURT: --

2 MR. GILREATH: They basically -- I mean, we
3 just been kind of whipsawed. I mean, we got people on
4 the other side telling us two different things. We
5 think -- well, I don't -- well, we tried to get our
6 judge to do it, and she wouldn't do it. And there's a
7 copy of the transcript in there where she said that.
8 That's how we got here.

9 THE COURT: Well, the reason I'm asking is
10 typically -- and in my experience, if you're
11 litigating in a jurisdiction and there parties or even
12 third-party entities that have information that are
13 out of state, you follow the Uniform Deposition Act
14 and you depose those people duces tecum and you get
15 their documents. Or you get somebody that does have
16 authority to release them to do a release. And all
17 that happens and can be controlled by the underlining
18 jurisdiction. I just don't understand why we're
19 following this specific path here.

20 MR. GILREATH: Well, they take -- CFRC -- or
21 I mean, the Defendants in this case -- take -- Ms.
22 Light and her husband, Randy Light, take the position
23 that even though they control the corporation, that
24 they can't make the corporation give us the documents.
25 And that's the only people we got jurisdiction over in

ROA 007286

1 South Carolina.

2 THE COURT: Did anyone on behalf of the
3 Plaintiff attempt to do a deposition on these folks
4 here in --

5 MR. GILREATH: Yes, I took the deposition --
6 I was going to get to that. We took -- last month, I
7 took the deposition of Merrill Light. She's the
8 controlling stakeholder and my client's sister. And I
9 took her deposition for two days, ten hours each, and
10 I also took he husband, who's the chairman of the
11 board, for two days, ten hours each. And I asked them
12 on numerous points, some of which we were asking here,
13 for instance, you know, "Do you have this document?
14 What can you tell me about this document?" "I don't
15 know."

16 THE COURT: Was it a duces tecum deposition?
17 Did you request they come with documents?

18 MR. GILREATH: I don't think -- no, it
19 wasn't duces tecum -- it wasn't duces tecum -- it was
20 not a duces tecum. But we had asked -- see, we had
21 already asked them for these documents and they didn't
22 give them to us. But I said, "Well, where can I get
23 the documents?" And they said, "You got to go to
24 Florida to get the documents." I asked -- for
25 instance, there was a question that came up involving

ROA 007287

1 a trip where Mr. Barringer, my client's father -- one
2 of the documents that's at issue is he amended his
3 trust and he got in his airplane down in Hilton Head
4 and flew up over to Greenwood, Alabama. And this
5 trust is executed in Alabama and witnessed by one
6 party in Alabama.

7 And then if they bring it back to Hilton
8 Head -- and it got signed there. So I said, "And
9 we've got copies of the flight logs and we can get
10 them from the FAA to prove that the flight went over
11 there. And we've seen who was on the flight -- we
12 know they went there. And Randy Light was supposedly
13 on that flight. So I said, "Where on the flight logs
14 are this corporation? Can you give me those?"

15 THE COURT: Well, here's my concern. And
16 because I'm going to have to give the Respondents, so
17 to speak, some time.

18 MR. GILREATH: Okay.

19 THE COURT: And this is only set for 30
20 minutes. And I didn't propose that amount of time.
21 That came from whoever set the hearing, so we're going
22 to have to move along --

23 MR. GILREATH: Okay.

24 THE COURT: -- and we're going to have to
25 give them a chance to talk. So I just -- you know, as

ROA 007288

1 you're talking about these other things, these are a
2 lot of discovery issues. And it just seems to me
3 these are kind of discovery issues that get resolved
4 by the court that's handling the case, not a judge in
5 Alabama or Florida.

6 But regardless, I understand the
7 domestication of this subpoena. I get it. Let me
8 just -- what I want to do now is hear from Coastal.
9 And specifically, Coastal, if you would, please,
10 concentrate on what you have given them, what you're
11 willing to give them, and what's left that I might
12 have to force you to. Okay.

13 MR. GILREATH: Thank you, Your Honor. Trust
14 me, I tried as hard as I could to keep from coming
15 down here. But --

16 THE COURT: Well --

17 MR. GILREATH: -- I didn't have any choice.
18 I mean, I enjoyed being there as much -- first trip in
19 Tallahassee. I enjoyed it.

20 THE COURT: Well, -- county is not so bad.
21 Did you try the food here?

22 MR. GILREATH: Well, no --

23 THE COURT: Where did you eat?

24 MR. GILREATH: One of my co-counselors said
25 -- got a friend down here, and he said it's the best

ROA 007289

1 place in the world to live.

2 THE COURT: It is.

3 MR. GILREATH: And it's nice. We've enjoyed

4 --

5 THE COURT: --

6 MR. GILREATH: -- being here.

7 THE COURT: You shouldn't be hesitant to
8 come here. Okay. But --

9 MR. FUHR: Good afternoon, Your Honor. I
10 speak with some trepidation coming here from Virginia
11 down to the area of Florida State a few days after
12 this past weekend's football game. But being as it
13 may, the hearing is set for this week, and so we are
14 here.

15 Let me do exactly what Your Honor wanted,
16 with just a couple quick background points, because
17 that tracks exactly what we want to do. I've also got
18 a chart that is not too dissimilar from the one handed
19 out, but which tracks everything, request by request.

20 Hand that to Your Honor.

21 Let me first begin with sort of the
22 jurisdictional questions that Your Honor had about why
23 you, why we're here. The company is not located in
24 South Carolina. And so the court there does not have
25 jurisdiction to compel the company to do anything,

ROA 007290

1 because we're not subject to the power there. So if
2 you're going to serve a third-party subpoena request
3 to a company for documents that are outside the
4 jurisdiction of the court, you have to enforce that
5 through the court that has jurisdiction over where the
6 company is. We are located here. That's why we're
7 all gathered here in front of you, so --

8 THE COURT: And I understand that, but
9 that's normally done as a -- duces tecum, not a
10 subpoena.

11 MR. FUHR: Well --

12 THE COURT: Wouldn't you agree?

13 MR. FUHR: Well, you can do it both ways,
14 right? When you seek the documents of a company, you
15 have to subpoena that company or you can take the
16 equivalent of a 30(b)(6) deposition of the company,
17 which requires the production of documents.

18 They have not sought -- yet, at least -- any
19 deposition of the company the equivalent of a
20 30(b)(6). They have sought depositions of parties in
21 their litigation, some of whom are directors or fellow
22 shareholders in their corporation. I don't believe
23 they served a subpoena duces tecum on those
24 individuals. But even if they had, that would not get
25 the company's documents, to the extent they're not in

ROA 007291

1 the possession of those individuals.

2 THE COURT: Okay. Let's do this. I'm glad
3 you agree, because I'm accepting jurisdiction over
4 this.

5 MR. FUHR: Okay.

6 THE COURT: And so what you need to focus on
7 is what you didn't give him and why.

8 MR. FUHR: Yeah. All right. Your Honor, so
9 you have in front of you this list. There are 44
10 items that were in the subpoena that they sent to the
11 company. We responded, objected, and said, "Much of
12 what you have requested has been previously produced
13 by the company in the Virginia litigation that Mr.
14 Gilreath described." And he talked about there was
15 extensive discovery there. And we said, "Please don't
16 put us to the expense and burden of having to locate
17 and reproduce documents that we previously produced."
18 The response that we got is, "We don't know what we
19 have."

20 We said, "Well, you have the documents."
21 And he said, "Well, that was a different counsel for
22 my client and we think there's a confidentiality order
23 that gets in the way." We said, "Look, we'll waive
24 that. You guys can share. It's all the same party."

25 THE COURT: Did you incident on here which

ROA 007292

Exhibit 2

**Letter to J. Gilreath from E. Fuhr
12/11/2019**

ROA 007292

December 11, 2019

Via E-Mail

James R. Gilreath
The Gilreath Law Firm, P.A.
110 Lavinia Avenue (29601)
Greenville, South Carolina 29602

Re: *Luzak v. Light*, No. 19-CA-00342 (Fla. Cir. Ct.)

Dear Jim:

I write with respect to your client's "clarified" requests for the production of accounting records of Coastal Forest Resources Company ("CFRC") dated September 26, 2019, as well as our ongoing efforts to meet and confer regarding CFRC's objections to those requests. We continue to have several significant concerns.

First, when Judge Frank provided leave for your clients to assert clarified requests for CFRC's accounting records, he made it clear that those requests "must be relevant to the sibling dispute in the South Carolina litigation." Sept. 26, 2019 Order ¶ 4. CFRC objected to the clarified requests on that basis. Since then we have asked you repeatedly for an explanation as to how the records you are seeking satisfy the Court's order. The only support you have provided is Ms. Luzak's allegation that there is a discrepancy between CFRC's audited financial statements for 2013 and 2014 and summary documents CFRC provided to your client in 2015 reflecting expenditures on timberlands and property plant and equipment. But as we explained during our December 4, 2019 meet-and-confer call, your analysis is based on a fundamental misapprehension of the summary data that CFRC provided in 2015. Quite simply, there is no basis for any suggestion that there have been accounting irregularities at CFRC and no such claims are asserted in your South Carolina suit. Nor may they be. Any such claims would have to be brought derivatively.

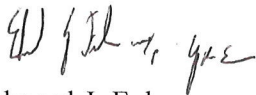
Secondly, and as importantly, we have consulted with CFRC regarding the burden responding to these "clarified requests" would impose. The short answer is it would be a monumental burden to collect, review and produce two years' worth of its accounting records and it would significantly interfere with CFRC's ongoing business, especially since CFRC changed

James R. Gilreath
December 11, 2019
Page 2

accounting systems in 2017 and has archived much of the data you have requested. What is more, CFRC has more than a dozen accounts that involve, literally, thousands of checks and transactions every month. We have previously identified and provided you information regarding payments to the Lights.

Lastly, during the September 17, 2019 hearing on your motion to compel, Judge Frank also expressed the view that discovery disputes like this typically “get resolved by the court that’s handling the case.” Sept. 17, 2019 Tr. at 22:1–5. In light of Judge Frank’s comments, should your client decide to pursue these requests, CFRC is willing to entertain a request to consent, for this purpose only, to having this discovery dispute heard before the South Carolina court that is obviously in a better position to evaluate the relevance of your requests.

Very truly yours,



Edward J. Fuhr

cc: Johnathon E. Schronce
Christian Cutillo (by email)
Counsel of record in *Luzak v. Light*, No. 2016-CP-07-1919 (by email)

ROA 007295

Exhibit 3

**Letter to E. Fuhr from J. Gilreath
12/19/2019**

ROA 007295

THE GILREATH LAW FIRM, P.A.

ROA 007296

JAMES R. GILREATH*
jim@gilreathlaw.com

*ALSO ADMITTED TO PRACTICE IN NC

WILLIAM M. HOGAN
bhogan@gilreathlaw.com

110 LAVINIA AVENUE (29601)

P.O. BOX 2147

GREENVILLE, SC 29602

www.gilreathlaw.com

December 17, 2019

TELEPHONE (864) 242-4727

FACSIMILE (864) 232-4395

VIA ELECTRONIC MAIL AND U.S. MAIL

Edward J. Fuhr, Esquire
HUNTON ANDREWS KURTH, LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219-4074

RE: *Hampton B. Luzak v. Merrill B. Light, et al.* – No. 19-CA-00342 (Fla. Cir. Ct.)

Dear Ed:

This is in reply to your letter of December 13, 2019 in which you declined to produce documents regarding CFRC's advancement of legal fees and costs in the Eastern District of Virginia litigation. In our request concerning the advancement of legal fees paid on behalf of Merrill Light in the 2015 EDVA litigation and appeal, we are not talking about paragraph 37 of the subpoena which asked for information of funds advanced in the South Carolina litigation. We are referring to paragraph 22 which states as follows:

Any and all documents, including e-mails and/or other correspondences, reflecting or relating to any loans or other advancement of funds by CFRC to Randy Light or to any creditor or other obligee of Randy Light.

As explained in the hearing on September 17, 2019 before Judge Frank, Merrill and Randy Light have testified under oath that Randy Light owes Merrill Light a \$2 million line of credit that he is still paying on. That makes Merrill Light an obligee of Randy Light. (See for example pp. 290-91 and 536-37 of Merrill Light's deposition and pp. 144-145 of Randy Light's deposition included herein.) Request No. 22 is in no way limited to the current South Carolina litigation.

In the hearing before Judge Frank, I specifically put on the record before Judge Frank that Request No. 22 "would include his wife, Merrill, because in his deposition, [Randy Light] testified that he [owes] Merrill light money. . . . So I want not only Randy Light, but his wife, Merrill, because she is an [obligee] of Randy." (See Transcript at pp. 35:13 – 36:5 included herein).

The Court then stated, "So we just heard from the Defendants, they agreed to produce [Request Numbers] 22 to 23. So I don't – maybe you don't – why don't you go with that – they will produce it. I mean, is there some distinction between what's requested and what you're willing to give?" Mr. Fuhr: "No, I'm not aware of a distinction. I'm not aware of any monies being used in this way to Merrill Light." (*Id.*, 36: 9-17).

ROA 007296

I specifically requested records on the advancement of funds to Merrill Light as an obligee, and the Court stated that CFRC will produce it. Though you stated at the hearing that you were not aware of any monies being used in this way to Merrill Light, that statement does not in any way mean that CFRC does not have to produce the records duly ordered by the Court.

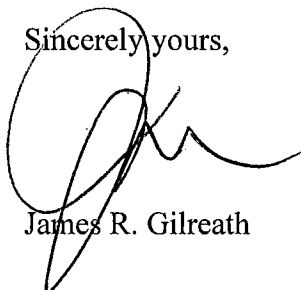
In Matthew Boshier's letter of March 31, 2017 to David Gogal and in your letter of December 13, 2019, both of you recognized that CFRC advanced funds for legal fees of Merrill Light for her breach of contract defense in the EDVA. You stated: "...those expenses were charged to Mrs. Light's shareholder account for payment. . . ." That is a clear advancement of funds to Merrill Light who is an obligee of Randy Light.

In sum, CFRC has now twice acknowledged it advanced sums for Merrill Light for payment of her breach of contract claims in the EDVA which she was purportedly required to repay by charges to her shareholder account. Plaintiff's subpoena in paragraph 22 plainly asks for advancement of funds on behalf of Merrill Light. Plaintiff raised this issue in both her brief and oral arguments to Judge Frank, and the court ordered that CFRC produce those documents in response to paragraph 22 of Plaintiff's subpoena. There is no logical explanation that we have seen as to why CFRC is not required to produce this documentation showing the amounts advanced on behalf of Merrill Light for her breach of contract claims in the EDVA and the dates when repayments were made by Merrill Light or credited to Mrs. Light's shareholder account. Unless we hear otherwise from you by Wednesday, December 18, we will proceed with enforcement of Plaintiff's subpoena Request No. 22 and other requests including Plaintiff's clarification request of September 26, 2019.

Lastly, regarding the forum for the disputes about the subpoena that you raised in the last paragraph of your December 11 letter, we would be in agreement with having the matters heard by Judge Mullen of the South Carolina Court of Common Pleas who has been presiding over the current case between Mrs. Luzak, Merrill and Randy Light and Merrill Barringer. To do so we would need CFRC's consent to the court's jurisdiction including the enforcement of any of its orders. We would also reserve the right to seek enforcement of any orders involving CFRC in any other court that has general jurisdiction over CFRC, including but not limited to the Gadsden County, Florida Circuit Court. We would also need an acknowledgment from CFRC that such orders from the South Carolina Court of Common Pleas will be given Full Faith and Credit if taken to another jurisdiction for enforcement.

With best regards, I remain.

Sincerely yours,



James R. Gilreath

Edward J. Fuhr, Esquire
Page 3
December 17, 2019

ROA 007298

Enclosures

cc (via electronic and U.S. Mail-w/enclosures):

Christian L. Cutillo, Esquire
Denise Collins, Esquire
Charles Macloskie, Esquire
S. Alan Medlin, Esquire
Charles B. Molster, Esquire
Alice Paylor, Esquire
Harley D. Ruff, Esquire
Bijan Ghom, Esquire
J. Ashley Twombly, Esquire
Johnathon E. Schronce, Esquire
Douglas Kilby, Esquire

ELECTRONICALLY FILED - 2021 May 25 4:17 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 007298

ROA 007299

Exhibit 4

**Letter to J. Gilreath from E. Fuhr
12/19/2019**

ROA 007299

ROA 007300

HUNTON
ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
RIVERFRONT PL A7A, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200
FAX 804 • 788 • 8218

JOHNATHON E. SCHRONCE
DIRECT DIAL: 804 • 788 • 7356
EMAIL: jschronce@HuntonAK.com

FILE NO: 054848.9

December 19, 2019

Via E-Mail

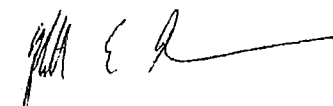
James R. Gilreath
The Gilreath Law Firm, P.A.
110 Lavinia Avenue (29601)
Greenville, South Carolina 29602

Re: *Luzak v. Light*, No. 19-CA-00342 (Fla. Cir. Ct.)

Dear Jim:

I write in response to your letter of December 17, 2019. As we explained in our letter of December 13, your client's request is beyond the scope of your subpoena and Judge Frank's September 26, 2019 order. With respect to our offer to submit this dispute to the South Carolina court, we do not understand the conditions you have proposed and accordingly will not agree to waive jurisdiction.

Very truly yours,



Johnathon E. Schronce

cc: Edward J. Fuhr
Christian Cutillo (by email)
Counsel of record in *Luzak v. Light*, No. 2016-CP-07-1919 (by email)

ROA 007300

ROA 007301

Exhibit 5

Lights 62-64

ROA 007301

ROA 007302

From: Travis Bryant [tbryant@cfrc.co]
Sent: 5/10/2012 11:31:14 AM
To: 'Herring, Brad' [BHerring@poynerspruill.com]
Subject: RE: Shares

No problem, just wanted to make sure I was not wrong.

J. Travis Bryant

(850) 539-2400 (Direct Dial)

(850) 539-6432 (Main)



From: Herring, Brad [mailto:BHerring@poynerspruill.com]
Sent: Thursday, May 10, 2012 11:24 AM
To: Travis Bryant
Subject: RE: Shares

Uh -- oh. My bad. I think I had written down irrevocable for my paralegal. We'll re-do, and re-send.

From: Travis Bryant [mailto:tbryant@cfrc.co]
Sent: May 10, 2012 11:22 AM
To: Herring, Brad
Subject: FW: Shares

Brad, I received the new share for Paul's stock in CFRC. The trust name is listed as Paul B. Barringer, Trustee of the Paul B Barringer Irrevocable Trust U/A Dated December 4, 1998.

ROA 007302

LIGHT 000062

ROA 007303

It was my understanding this should be "Paul B. Barringer, Trustee of the Paul B Barringer Revocable Trust U/A Dated December 4, 1998"...

Did someone else provide the name? or is this simply a type-o. See below...

From: Travis Bryant [<mailto:tbryant@cfrc.co>]
Sent: Thursday, May 03, 2012 9:16 AM
To: 'Herring, Brad'
Cc: 'Robert Slane'
Subject: RE: Shares

I believe Paul will be the trustee.

Robert, Can you confirm this?

J. Travis Bryant

(850) 539-2400 (Direct Dial)

(850) 539-6432 (Main)



ROA 007303

LIGHT 000063

ROA 007304

From: Herring, Brad [<mailto:BHerring@poynerspruill.com>]
Sent: Thursday, May 03, 2012 8:39 AM
To: Travis Bryant
Subject: RE: Shares

Travis – who are the trustees? We typically title the certificate in the name of the trustee (i.e. John Doe, trustee of the Paul Barringer Revocable Trust U/A dated ...)

From: Travis Bryant [<mailto:tbryant@cfrc.co>]
Sent: April 30, 2012 3:54 PM
To: Herring, Brad
Subject: Shares

Brad, we need to reissue/title Paul's shares of CFRC

Can you cancel the existing shares and reissue the shares in the name of...

Paul B. Barringer Revocable Trust Dtd: 12/04/98

J. Travis Bryant

(850) 539-2400 (Direct Dial)

(850) 539-6432 (Main)



ROA 007304

LIGHT 000064

ROA 007305

Exhibit 6

July 23, 2020 Hearing Transcript Excerpts

ROA 007305

ROA 007306

HAMPTON B. LUZAK

vs.

MERRILL B. LIGHT

Hearing Before:

JUDGE DAVID FRANK

July 23, 2020

PHIPPS REPORTING

Raising the Bar!

ROA 007306

1 documents. Now, if they're -- if what you are
2 saying is there are none, I will address that.

3 If you are saying you accept both the
4 spirit of this request and its exact wording,
5 and what you are saying now is it's just not
6 relevant.

7 Are you now making a relevancy objection?

8 MR. SCHRONCE: So, Your Honor, the
9 threshold issue -- and if you go back and look
10 at their brief, they spend the first ten pages
11 or so trying to explain why --

12 THE COURT: I just need the objection.

13 MS. JOHNSON: Judge, this is Kelly Johnson.
14 Could I be heard?

15 THE COURT: Yes.

16 MS. OVERSTREET-JOHNSON: I represent Ms.
17 Light. We, in no way, understood that anyone
18 was ever asking for her personal attorneys'
19 fees, invoices or the amounts.

20 And it's -- we did not intend to waive it.
21 We don't intend to waive it. We think it's
22 highly inappropriate. It's classically
23 privileged information, not only the actual
24 invoices, but the amount.

25 In fact, what's particularly odd or ironic

1 that in the South Carolina case Ms. Luzak
2 wouldn't even disclose the amount and said
3 subject to attorney-client privilege and work
4 product. That's exactly what we are saying.

5 And there is no way that Ms. Light's
6 confidential attorneys' fees should be shared.

7 There was an obligation on the company to
8 reimburse or pay Ms. Light's attorneys' fees to
9 the extent that she was sued as a member of the
10 board of directors. There was nothing hidden
11 about that. That would have happened to
12 anybody that was serving in that position.

13 There was certainly a common defense
14 agreement, whether formal or informal, but this
15 is not something that you should ever even get
16 to.

17 This is similar to an insurance company
18 when they're sharing invoices and stuff. I
19 find it amazing that they are trying to get our
20 confidential records. And we at no point in
21 time intended to waive that.

22 We feel extremely strongly that not only
23 should it never be produced, Florida has --
24 I mean, it's black letter law. This is
25 privileged information. They shouldn't be able

ROA 007309

Exhibit 7

**Letter to Judge Mullen from A. Paylor
08/07/2020**

ROA 007309

Alice F. Paylor
apaylor@rosenhagood.com
(843) 266-8105

August 7, 2020

VIA EMAIL

The Honorable Carmen T. Mullen
100 Ribaut Road
P.O. Box 1128
Beaufort, SC 29901

Re: Luzak v. Light

Dear Judge Mullen:

I received a copy of Mike Macloskie's letter to you concerning the impact of Judge Frank's Order on Luzak's Motion to Compel CFRC to produce certain documents. My understanding and reading of Judge Frank's Order is completely different from that of Mr. Macloskie.

As I said in my earlier email attaching Judge Frank's Order, Judge Frank concluded that many of the vast array of financial documents sought by Mrs. Luzak from CFRC were not relevant to any claim that she has asserted in the South Carolina action pending in front of you.

With regard to Mrs. Luzak's motion to compel documents concerning Merrill Light's attorney bills and any fees paid by CFRC on her behalf in the Virginia litigation, Judge Frank's ruling was very clear that he denied the motion to compel because Mrs. Luzak had not requested such documents in her pending Request No. 22. Judge Frank allowed Mrs. Luzak to serve another subpoena making such a request, but he did not rule on any issue other than the fact that Mrs. Luzak had not requested such documents in her Request No. 22. Judge Frank made it clear that he would consider all of the parties' objections to the production of such documents if Mrs. Luzak actually requested the documents and CFRC (or Merrill Light) objected to such production.

The payment of Mrs. Light's attorneys' fees for the 2015 and 2016 litigation in the Eastern District of Virginia has nothing to do with the CFRC stock transaction that took place in September of 2012, which is the gravamen of Mrs. Luzak's claim here. Plus, any claim that CFRC should not have paid those fees would only be cognizable as a derivative claim that Mrs. Luzak would be required to bring against CFRC, which litigation may only be filed in the Eastern District of Virginia (or Fairfax County, Virginia). Moreover, Mrs. Light's bills from her lawyers are privileged and highly confidential. As a result, I can assure you that Mrs. Light will object to the production of such documents on the grounds of privilege and relevance, and we believe that Judge Frank will come to the same conclusion that he did last week with regard to

ROA 007310

the other documents being sought by Ms. Luzak from CFRC, i.e. that they should not be produced.

Thank you for your consideration of this matter.

Sincerely yours,

s/ Alice F. Paylor

Alice F. Paylor

AFP/afp

cc (via email only): James R. Gilreath, Esquire
William M. Hogan, Esquire
Charles B. Macloskie, Esquire
S. Alan Medlin, Esquire
Charles B. Molster, III, Esquire
J. Ashley Twombly, Esquire
Lee Walters, Esquire

ROA 007312

Exhibit 8

June 22, 2020 Hearing Transcript Excerpts

ROA 007312

1 IN THE CIRCUIT COURT FOR GADSDEN COUNTY, FLORIDA

2
3 CASE NO.: 19-CA-00342

4 HAMPTON B. LUZAK,

5 Plaintiff,

6 -vs-

7 MERRILL B. LIGHT, MERRILL U. BARRINGER,
8 AS PERSONAL REPRESENTATIVE OF THE
9 ESTATE OF PAUL BRANDON BARRINGER, II,
10 J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT,
11 AS PUTATIVE TRUSTEE OF THE PAUL B.
12 BARRINGER, II, REVOCABLE TRUST DATED
13 DECEMBER 4, 1998, AND MERRILL B. LIGHT
14 AS TRUSTEE OF THE MERRILL BARRINGER
15 LIGHT REVOCABLE TRUST,

16 Defendants.

17 IN THE MATTER OF: ESTATE OF
18 PAUL BRANDON BARRINGER, II
19 _____/

20 TELEPHONIC HEARING PROCEEDINGS

21 Pages

22 1-xx

23 DATE TAKEN: June 22, 2020

24 TIME: 1:04 p.m. to 1:49 p.m.

25 BEFORE: Honorable David Frank

Stenographically Reported By:
Kristin LaChapelle
Florida Professional Reporter

APPEARANCES

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BY: JAMES GILREATH, ESQUIRE
WILLIAM HOGAN, ESQUIRE
ALSO APPEARING: ELLISON THOMAS (EXPERT)

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twombley@twlawfirm.com
ASHLEY TWOMBLEY, ESQUIRE

1 court order enforcing it. You know, I feel like there
2 is sort of consensus to do that. And like I said,
3 I'll try to craft an order that would help the judge
4 up in South Carolina understand what we're doing here
5 so, you know, she doesn't just say -- I don't know.
6 You know, so we don't have a duplicate effort. We
7 know which court is doing what. [crosstalk]

8 MS. JOHNSON: And, Judge, just a second. That
9 obviously sounds like it makes a lot was sense. But
10 on behalf of the Lights, I don't want to waive any
11 privileges that we might have under Florida law
12 because that's the most precious of our rights, is the
13 attorney-client information. And even if a court were
14 to say, make a relevancy finding, the privilege would
15 still trump that unless there was a waive or something
16 else that's not applicable, I don't believe, in this
17 case. So in conceptually, I don't think I disagree,
18 although my co-counsel may tell me I do. But I don't
19 think we do. But that is number one.

20 And the second thing is that the company -- my
21 client individually, is a Defendant in South Carolina.
22 The company is not. As I understand it, any action
23 that is challenging the company's accounting practices
24 or anything else would need to be brought as a
25 derivative action in Virginia. So it's -- while, yes,

ROA 007316

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CIVIL ACTION NO. 2016-CP-07-1919
IN THE MATTER OF:	)	
ESTATE OF PAUL B. BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	CFRC'S RESPONSE TO PLAINTIFF'S
Plaintiff,	)	MOTION TO RECONSIDER AND
	)	AMEND ITS ORDER GRANTING
	)	CFRC'S MOTION FOR
vs.	)	INTERVENTION AND PROTECTIVE
	)	RELIEF
MERRILL B. LIGHT, MERRILL U.	)	
BARRINGER, as Personal Representative	)	
of the Estate of Paul Brandon Barringer, II,	)	
J. RANDOLPH LIGHT, JR., MERRILL B.	)	
LIGHT as putative trustee of the Paul B.	)	
Barringer, II, Revocable Trust dated	)	
December 4, 1998, and MERRILL B.	)	
LIGHT as Trustee of the Merrill Barringer	)	
Light Revocable Trust,	)	
	)	
Defendants.	)	

PRELIMINARY STATEMENT

This Court lacks subject matter jurisdiction over Plaintiff Hampton Luzak's civil conspiracy claim and four categories of alleged damages that are squarely derivative. This Court properly dismissed them, as CFRC expressly sought in its original motion, supporting memorandum, and oral argument. Neither Mrs. Luzak's *ex parte* and misleading statements to the Court seeking to "clarify" the Court's ruling nor the misleading argument in her motion for reconsideration changes anything. Mrs. Luzak's conspiracy claim and the four categories of damages in her expert report that were the subject of CFRC's motion are plainly derivative claims because such damages, if recoverable, belong to CFRC and not to any individual shareholder. If Mrs. Luzak wishes to recover her pro rata share of alleged damages owed to CFRC, as she

ROA 007316

ROA 007317

improperly seeks to do in this case, she must bring a shareholder derivative proceeding in a Virginia court after satisfying Virginia's statutory requirements for bringing derivative claims.

Mrs. Luzak's motion, which is directed solely to whether her alleged damages are derivative (i.e., whether they derive from an alleged injury to the company), presents no new evidence for the Court's consideration or law that the Court overlooked. Instead, the motion merely resumes Mrs. Luzak's brazen and misleading response to this Court's ruling in open court on CFRC's original motion. Mrs. Luzak's motion, like her earlier argument, is based on the strawman that derivative claims are claims *against* a corporation, and her claims and damages are not derivative because she does not name CFRC as a defendant and is not seeking to recover damages from the company. The law is clear that derivative claims are *not* claims asserted against a corporation. That has never been CFRC's argument, and CFRC did not intervene in this case to defend itself. Derivative claims are claims *of* the corporation, brought *by* individual shareholders, made *for* the benefit of the corporation. Shareholders of a corporation, like Mrs. Luzak, often benefit indirectly from derivative claims through an increase in the value of their stock. But shareholders do not have standing to independently pursue their own share of damages allegedly suffered by the corporation. The Court should deny the motion for reconsideration.¹

STATEMENT OF FACTS

There is a long history of litigation involving Mrs. Luzak and CFRC. In the six years before CFRC filed its motion for intervention and protective relief, Mrs. Luzak had:

- Litigated derivative claims in the Eastern District of Virginia against Merrill Light, Randy Light, and Travis Bryant (Kevin Luzak's successor as CFRC's CEO) as directors of CFRC. The Virginia court granted summary judgment and the Fourth Circuit summarily affirmed on appeal. *See Luzak v. Light*, No. 115CV501AJTIDD, 2016 WL 3854118 (E.D. Va. July 8, 2016), *aff'd*, 678 F. App'x 180 (4th Cir. 2017).

¹ All internal citations, quotations, and alterations are omitted unless otherwise noted.

ROA 007317

ROA 007318

- Brought a breach of contract claim in that same case against Merrill Light and CFRC challenging the *exact same transfer* of CFRC stock by Paul Barringer to Merrill Light that is at issue in this case. Mrs. Luzak subsequently allowed the Virginia court to dismiss that claim with prejudice. *See Luzak*, 2016 WL 3854118 at *2 n.4; Am. Compl. ¶ 104(c).
- Lodged nearly 100 requests to inspect CFRC's corporate records between January 2015 and March 2017. *See* Am. Compl. ¶¶ 95, 99.
- Litigated three separate discovery motions against CFRC in the Circuit Court of Gadsden County, Florida in connection with third-party document subpoenas for this case, in which the Florida court largely denied the requested relief. *See* Exs. K–N (filings in the Florida proceedings);
- Deposed two of CFRC's employees, two of its former corporate counsel, and noticed the depositions of two senior officers and another former counsel; and
- Served a Rule 30(b)(6) deposition notice on CFRC that included 34 topics, including many that relate solely to CFRC's management and operations. Ex. R (Proposed CFRC Rule 30(b)(6) Notice) at 2–5.

On May 14, 2021, CFRC sought to intervene in this case for the limited purpose of precluding Mrs. Luzak from improperly pursuing derivative claims or seeking derivative damages in this Court. For years, Mrs. Luzak has repeatedly and unsuccessfully attempted to evade Virginia's statutory requirements for asserting derivative claims by arguing that her claims were individual and not derivative. *See* CFRC Mem. at 8. CFRC's intervention in this case became necessary because Mrs. Luzak was attempting the same tactic in this lawsuit.²

Mrs. Luzak opposed CFRC's motion. In her opposition brief, Ms. Luzak argued that her claims were not derivative because she "is not seeking damages against the corporation, but rather

² As CFRC has explained, Virginia law governs CFRC's internal affairs because CFRC is a Virginia corporation. CFRC Motion at 2; CFRC Mem. at 15 (citing S.C. Code § 33-15-105(c) and *Pertuis v. Front Roe Restaurants, Inc.*, 423 S.C. 640, 649–50, 817 S.E.2d 273, 277–78 (2018)). Mrs. Luzak did not contest the applicability of Virginia law in her response to CFRC's motion and does not do so in her current motion.

ROA 007318

ROA 007319

against only the individual defendants.” Pl. Opp. Mem. at 8. Her counsel made this same argument at the hearing in response to CFRC’s argument. Ex. T (May 27, 2021 Hearing Tr.) at 35:2–12.³

The Court granted CFRC’s motion because it “agree[d] that they’re derivative claims.” *Id.* at 37:24–38:4. The Court then moved on to matters not involving CFRC and excused CFRC’s counsel from the hearing. *Id.* at 38:5–8. The transcript clearly reflects that CFRC’s counsel “exited the proceedings” after the Court ruled on CFRC’s motion. *Id.* at 38:9–10.

After CFRC’s counsel departed, Mrs. Luzak’s counsel engaged in a series of improper attempts to relitigate CFRC’s motion. In the process, they made misleading, *ex parte* arguments to the Court about Mrs. Luzak’s claims and their alleged attempts to retrieve CFRC’s counsel for further argument.

Mrs. Luzak’s counsel first claimed that they “didn’t have fair notice” and did not “understand” that CFRC sought substantive relief in its motion. *Id.* at 39:23–40:24, 102:11–14. That was false. CFRC filed its motion and all of its supporting papers on May 14, 2021, 13 days before the hearing. The motion was styled as a “motion for intervention *and protective relief*” and was replete with substantive arguments as to why Mrs. Luzak’s claims and damages should be limited. In its motion, memorandum, and oral argument, CFRC squarely asked the Court to:

- (1) grant its request to intervene in this matter for the limited purpose of precluding the litigation of derivative claims in this action,
- (2) enter a judgment dismissing Mrs. Luzak’s cause of action for civil conspiracy for lack of standing and subject matter jurisdiction,
- (3) strike the first, second, fourth, and sixth categories of damages identified in Dr. Charles Alford’s expert report, and

³ CFRC submitted Exhibits A–S in support of its motion for intervention and protective relief. The May 27, 2021 hearing transcript and the Affidavit of Johnathon E. Schronce are labeled Exhibits T and U for continuity. CFRC incorporates its motion, supporting memorandum, and supporting exhibits by reference.

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(4) enter a judgment declaring that Mrs. Luzak may not litigate any other derivative claims in this action.

CFRC Motion at 6; *see also* CFRC Mem. at 4, 26–27; Ex. T (May 27, 2021 Hearing Tr.) at 34:18–24, 45:5–23. As the Court itself asked, “[w]hy did he [CFRC’s counsel] make all of that big old long argument about them being derivative claims if he didn’t want it heard today?” *Id.* at 40:20–22.

Next, Mrs. Luzak’s counsel claimed that they were trying to “retrieve” CFRC’s counsel to readdress the motion. *Id.* at 39:10–41:3. They did not. On the contrary, Mr. Luzak’s counsel located CFRC’s counsel downstairs in the courthouse before CFRC’s counsel departed and expressed surprise that the Court ruled on the substantive relief that CFRC had requested. CFRC’s counsel noted that its motion, briefing, and oral argument all expressly requested the dismissal of all derivative claims and damages. Mrs. Luzak’s counsel did not dispute any of that. Counsel then discussed the mechanics of upcoming depositions of CFRC officers, but Mrs. Luzak’s counsel never suggested that they intended to reargue their opposition to CFRC’s motion, which the Court already had ruled upon. *See* Ex. U (Affidavit of Johnathon E. Schronce).

Upon returning to the courtroom, however, Mrs. Luzak’s counsel then reargued her opposition to CFRC’s motion on an *ex parte* basis without CFRC’s counsel present. Mrs. Luzak’s counsel claimed that they “weren’t sure if Mr. Fuhr was going to return” and were “a little uncomfortable raising this outside of his presence,” but proceeded to do so anyway. Ex. T (May 27, 2021 Hearing Tr.) at 76:15–20. In their *ex parte* argument, Mrs. Luzak’s counsel attempted to mislead the Court about what derivative claims are and what damages she seeks.

The Court adhered to its ruling despite these improper arguments. *Id.* at 100:23–101:8, 105:18–106:6. The Court entered its order granting the motion for intervention and protective relief on June 7, 2021.

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ARGUMENT

Rule 59(e), SCRCP governs motions for reconsideration. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778–79 (2004). A Rule 59(e) motion is appropriate when the party “believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it.” *Id.* at 24, 780. “[M]ere disagreement does not support a Rule 59(e) motion.” *Hutchinson v. Staton*, 994 F.2d 1076, 1082 (4th Cir. 1993).⁴

A. Mrs. Luzak’s Motion Offers No New Supporting Law or Evidence.

Mrs. Luzak’s motion for reconsideration satisfies none of the requirements of Rule 59(e). The motion offers no new facts for the Court’s consideration, law that the Court overlooked, or issues on which the Court failed to rule. On the contrary, the motion states that “Hampton Luzak has set forth her arguments in her Memorandum in Opposition to CFRC’s Motion for Intervention and Protective Relief,” and that her motion merely “expound[s] further on those arguments.” Pl. Motion at 2–3. Mrs. Luzak has already argued in her opposition brief, at oral argument, and in her improper *ex parte* argument that her claims are not derivative because she does not seek damages from CFRC. Pl. Opp. Mem. at 8; Ex. T (May 27, 2021 Hearing Tr.) at 35:2–12, 101:13–17, 102:1–8. The Court has also made clear that it reviewed the papers and understood the parties’ positions when it ruled on CFRC’s motion. *See* June 7, 2021 Letter. Mrs. Luzak simply dislikes the result. The Court can and should deny her motion on that basis alone.

⁴ South Carolina courts often look to federal guidance because “Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.” *Elam*, 361 S.C. at 22, 602 S.E.2d at 779.

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B. The Central Premise of Mrs. Luzak’s Motion—that Derivative Claims Are Claims *against* a Corporation—Is Fundamentally Incorrect and Misleading.

In arguing that her claims are not derivative, Mrs. Luzak continues to mislead the Court about what that term means. Mrs. Luzak counsel asserted in their *ex parte* argument that derivative claims are claims *against* a corporation, with damages flowing from the “company’s pockets.” Ex. T (May 27, 2021 Hearing Tr.) at 102:1–8. Mrs. Luzak’s counsel further stated that her claims and damages are not derivative because she “didn’t sue CFRC” and “there is no pot of money that the corporation is going to have to pay that is going to be split up among the shareholders.” *Id.* at 101:13–17. Her motion repeats these misrepresentations. *See, e.g.*, Pl. Motion at 7.

Mrs. Luzak’s argument reflects either intentional deceit or a gross misunderstanding of the law. There is no such thing as a derivative claim *against* a corporation, and CFRC has never contended that Mrs. Luzak alleges claims *against* CFRC in this action. Derivative claims are claims *of* the corporation that must be brought *for* the corporation rather than any single shareholder. *Simmons v. Miller*, 261 Va. 561, 573, 544 S.E.2d 666, 674 (2001). For a derivative claim, “the final relief, when obtained, belongs to the corporation, and not to the stockholder plaintiff” because the corporation “is the real party in interest.” *Michael E. Siska Revocable Tr. ex rel. Siska v. Milestone Dev., LLC*, 282 Va. 169, 181–82, 715 S.E.2d 21, 27–28 (2011). Shareholders benefit indirectly, i.e. *derivatively*, because a recovery by the corporation can increase the value of their stock. *Simmons*, 261 Va. at 574, 544 S.E.2d at 674; *Keepe v. Shell Oil Co.*, 220 Va. 587, 591, 260 S.E.2d 722, 724 (1979). In other words, the question is not whether CFRC is a proper *defendant*. It is whether Mrs. Luzak has standing to bring derivative claims as a proper *plaintiff* while litigating in her personal capacity. The law is clear that she does not.

Similarly, Mrs. Luzak contends that her claims cannot be derivative because she is not explicitly suing Merrill Light or Randy Light in their capacities as CFRC directors and officers,

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but her argument is misleading and her counsel's statements in open court demonstrate otherwise.

Page 4, footnote 2 of the motion for reconsideration asserts that:

Plaintiff's Sixteenth cause of action for breach of fiduciary duty and self-dealing is against Merrill Light in her capacity as trustee of the Paul B. Barringer, II Revocable Trust and against Randy Light for aiding and abetting, ***not against the Lights in their capacities as corporate directors or officers. None of the claims are against the Lights in any of their corporate capacities.***

(Emphasis added.) When arguing Mrs. Luzak's motion to compel discovery of all of CFRC's accounting records, Mrs. Luzak's counsel expressly stated to the Florida court that they needed those documents to try to prove that Merrill Light and Randy Light breached their fiduciary duties as directors of CFRC:

We have got a breach of fiduciary duty claim that we are looking for. Let me find that. That is on page 64, 16th cause of action, breach of fiduciary duty, self-dealing, conflict of interest as Defendant, Merrill Light, and aiding and abetting the same by Randy Light. And we think it would also go to proving that because she -- well, ***she was a director of the corporation, so she had a fiduciary duty to our client, and -- she has got a fiduciary duty to our clients. She ought not to be a party to -- I guess some of the stuff we are looking for would definitely help us in proving a breach of fiduciary duty.***

Ex. L (July 23, 2020 Hearing Tr.) at 61:20–62:10 (emphasis added). Similarly, when opposing Merrill Light's motion for summary judgment at the May 27 motions hearing (after CFRC's counsel had departed), Mrs. Luzak's counsel stated:

They argue that Mrs. Light did not have a fiduciary duty to Mr. Barringer. She most certainly did. ***She was a director of a company for which he was a shareholder.*** She admitted under oath in her deposition that ***she owed a fiduciary duty to him.*** She was a partner in a family partnership.⁵

⁵ To be clear, CFRC is a corporation, not a partnership, and shareholders outside of the Barringer family own a significant portion of CFRC's stock. See CFRC Mem. at 4–5. What is more, in a Virginia corporation like CFRC, the fiduciary duty “owed to the shareholders by its directors *was not a fiduciary duty inuring to each shareholder in his individual dealings with the corporation*, but was rather a duty attaching only to dealings between the officers and directors of the corporation and the shareholders *as a class.*” *Remora Invs., LLC v. Orr*, 277 Va. 316, 322–23, 673 S.E.2d 845, 848 (2009) (emphasis added).

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Ex. T (May 27, 2021 Hearing Tr.) at 156:12–18 (emphasis added).

Under Virginia law, claims “for breach of fiduciary duty against officers and directors must be brought derivatively on behalf of the corporation and not as individual shareholder claims.” *Simmons*, 261 Va. at 576, 544 S.E.2d at 675. As a matter of law and common sense, if the claim is that corporate directors and officers mismanaged the corporation or misappropriated its assets, the recovery must go to the corporation and not to any individual shareholder.

Similarly, Mrs. Luzak claims that this case is just “a probate-related matter,” Pl. Opp. Mem. at 6, because she is asserting claims for “individual torts of fraud, conversion, unjust enrichment, breach of fiduciary duty and self-dealing, [and] tortious interference with inheritance and gifts.” Pl. Motion at 3–4. But “the complaint does not make an action individual or derivative by calling it one or the other, and the prayer for relief may be disregarded in determining whether the action is an individual or a derivative one.” 12B Fletcher Cyc. Corp. § 5912. In fact, Mrs. Luzak’s probate lawsuit has become a Trojan horse, disguised as one thing while pursuing other aims entirely. CFRC said from the outset that if this case were purely a will contest, then it would have no need to intervene. CFRC Mem. at 3. But it is not. Dr. Alford’s report and counsel’s statements demonstrate as much. Nor were these alleged categories of damages “proximately caused” by Mr. Barringer’s decisions to disinherit Mrs. Luzak and transfer his voting stock to Merrill Light. *See* Pl. Motion at 7. The alleged damages are derivative damages arising from CFRC’s management and operations, not Mr. Barringer’s capacity or estate planning. As the motion for reconsideration itself states, whether a claim is derivative turns on the nature of the injury and the proper recipient

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of the recovery, not a “proximate cause” test based on prior events. *See id.* at 9.⁶ Mrs. Luzak’s own pleadings, statements, and expert report make clear that the damages she seeks are derivative.

Mrs. Luzak also suggests that her claims and damages are not derivative because she does not want to recover damages “for the company” or pursue a derivative proceeding. Pl. Motion at 7; *see also* Ex. T (May 27, 2021 Hearing Tr.) at 77:1–8, 102:1–8. The derivative claim rule is not optional. If a claim or category of damages is derivative, then it “must” be litigated in a derivative proceeding and not in an individual lawsuit like this case. *Simmons*, 261 Va. at 573, 544 S.E.2d at 674. That rule “prevents multiplicity of lawsuits by shareholders,” “protects all shareholders as well as creditors,” and “promotes predictability” through the “consistent application of commercial rules.” *Id.* at 576, 675. In contrast, “allowing a recovery by one shareholder” would “prejudice the rights of others not a party to the suit.” *Id.* at 574, 674. Allowing Mrs. Luzak to individually seek and recover her pro rata share of the damages owed to the corporation would compromise CFRC’s interests and those of its shareholders, directors, officers, employees, and creditors who are not related to the Barringer family and have nothing to do with the family’s probate dispute.

C. The Court Correctly Ruled that Mrs. Luzak Improperly Seeks Derivative Damages.

The Court can also rest assured that its ruling was correct. Damage categories 1, 2, 4 and 6 of Dr. Alford’s report, as well as the civil conspiracy claim in the Amended Complaint, constitute derivative claims and seek derivative damages that cannot be litigated in this case. Dr. Alford prepared his report without regard for whether the alleged damages were derivative or not. As Dr. Alford admitted in his deposition, he was “not familiar with derivative claims” and “wouldn’t dare show [his] ignorance by trying to define it for you.” Ex. J (Alford Dep.) at 73:19–22.

⁶ The motion cites *Patterson v. Witter*, 425 S.C. 213, 232, 821 S.E.2d 677, 687 (2018), for this proposition. The Supreme Court of Virginia has declined to adopt the specific test cited in *Patterson*. *Remora*, 277 Va. at 322–23, 673 S.E.2d at 848.

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Dr. Alford also openly acknowledged that he “computed only the portion of the damages to Ms. [Luzak] ***based on her ownership***” in CFRC. *Id.* at 96:6–24 (emphasis added). Mrs. Luzak’s motion for reconsideration likewise admits that the “scope” of her alleged damages is “affected by the amount of ownership that Hampton Luzak has in CFRC.” Pl. Motion at 7. That is a classic sign of a derivative claim. Damages tied to the portion of a shareholder’s ownership in a corporation are derivative damages because the shareholder suffers damages only indirectly through her ownership of the corporation’s stock. *See Keepe*, 220 Va. at 591, 260 S.E.2d at 724.

To the extent Mrs. Luzak seeks to reargue whether each individual category of damages is derivative, those arguments likewise fail:

Civil conspiracy claim (Count 19). This claim is derivative because the Amended Complaint squarely alleges that Merrill Light, Randy Light, and “various agents and representatives of CFRC” conspired to sell “integral portions of the business,” including “three of [CFRC’s] manufacturing facilities in a transaction that closed on June 24, 2016”—*four years* after Mr. Barringer transferred his CFRC voting stock to Merrill Light. Am. Compl. ¶¶ 191–92. Mrs. Luzak asserts that her civil conspiracy claim is not derivative because it is “based upon Merrill Light’s improper seizure of control” and “the injury caused by that conspiracy was visited upon Hampton Luzak individually by Defendants acting in their individual capacity.” Pl. Motion at 8–9. Saying an injury is individual does not make it so. In fact, Mrs. Luzak testified in her deposition that these assets were “owned by the company,” the Board of Directors made the decision to sell them, and she received distributions of the resulting profits as a CFRC shareholder. Ex. C (H. Luzak Dep.) at 63:16–67:1.⁷

⁷ In her opposition to CFRC’s motion, Mrs. Luzak claimed that her allegations about the sale of CFRC assets “were merely evidentiary allegations that showed evidence of special damages required for a civil conspiracy claim at the time the Complaint was filed in 2016,” and that they

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Gain of control (Alford Category No. 1). Mrs. Luzak openly seeks to recover for the “diminution in the value” of the CFRC stock she currently holds. Pl. Motion at 5. Dr. Alford’s calculation of alleged damages was based entirely on a valuation of CFRC nonvoting stock performed by an outside accounting firm at the company’s request. Ex. H (Alford Report) at Luzak-Alford 007. That valuation discounted *each share of stock* for lack of marketability and lack of control. *Id.* For his analysis, Dr. Alford simply assumed that Merrill Light was to blame for those discounts and he calculated Mrs. Luzak’s damages as the difference between the undiscounted and discounted value of stock held by Mrs. Luzak, her trusts, and her children. *Id.* These are derivative damages because even if the per-share discounts in the valuation are properly viewed as damages—which they are not—those discounts would be applicable to each share of stock and are not at all “unique” to Mrs. Luzak. *See Remora*, 277 Va. at 324, 673 S.E.2d at 848. Virginia law is also clear that “a stockholder has no standing to sue in his own right for an injury to the corporation on the ground the injury caused a depreciation in the value of his stock.” *Keepe*, 220 Va. at 591, 260 S.E.2d at 724. Mrs. Luzak now claims that “[o]nly Hampton Luzak and possibly the trusts established by her brother Victor Barringer were impacted by Merrill Light’s actions to obtain her father’s voting stock,” Pl. Motion at 8, but Dr. Alford’s calculations flatly contradict that argument.

Travis Bryant stock sale dilution claim (Alford Category No. 2). The motion clearly states that Mrs. Luzak seeks damages “for dilution of her ownership in CFRC” attributable to this transaction. Pl. Motion at 6–7. The Virginia court already considered *this exact claim*, determined that it is derivative, and entered summary judgment on the merits. *See Luzak*, 2016 WL 3854118.

“are not necessary for Plaintiff’s civil conspiracy cause of action.” Pl. Opp. Mem. at 8. It is unclear if Mrs. Luzak is reversing course in her motion for reconsideration.

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The Virginia court held that this claim “constitute[d] a derivative action, not a direct action,” because the “alleged dilutive effect involves an alleged injury common to all shareholders,” which “constitute[d] a claim of an injury that is deemed to be a corporate injury and one that is controlled by the corporation in the first instance as far as how to address that injury.” Ex. D (June 19, 2015 Hearing Tr.) at 47:9–48:3.

Randy Light compensation claim (Alford Category No. 4). These alleged damages are derivative because, as Dr. Alford testified, the compensation paid to Randy Light constituted “funds that exited the company that would have remained in the company and would have increased income to Ms. Luzak[] as a shareholder of the company.” Ex. J (Alford Dep.) at 94:17–21; *see also id.* at 135:12–16. The purportedly wrongful payments thus “damaged all the shareholders in the same manner.” *Id.* at 135:17–25. The motion for reconsideration further admits that the “scope” of Mrs. Luzak’s damages turns directly on “the amount of ownership that Hampton Luzak has in CFRC.” Pl. Motion at 7. Mrs. Luzak argues that these alleged damages are not derivative because “it is not a claim against the company,” *id.* at 7, but that assertion is plainly wrong for the reasons discussed above.

Foregone returns on sales of timberland (Alford Category No. 6). This category of alleged damages is derivative because they are attributable solely to a loss of value of CFRC stock that Mrs. Luzak and every other CFRC shareholder purportedly suffered based on the company’s decision not to follow Mr. Luzak’s proposed business strategy. Ex. H (Alford Report) at Luzak-Alford 0009; Ex. J (Alford Dep.) at 98:11–22. And the motion again acknowledges that the “scope” of Mrs. Luzak’s damages is solely dependent on “the amount of ownership that Hampton Luzak has in CFRC.” Pl. Motion at 7.

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Finally, Mrs. Luzak claims that the Court erred when considering CFRC's request to intervene under Rule 24, SCRCP, but she offers no support for that argument. *See* Pl. Motion at 2. She fails to set out the standard for intervention or suggest why CFRC does not meet that standard. As CFRC has already explained, the requirements for intervention are satisfied because CFRC is the "real party in interest" for derivative claims and derivative damages, and the litigation of derivative claims and damages in this case directly implicates the Court's subject matter jurisdiction. CFRC Motion at 2–3; CFRC Mem. at 3, 14–17. Similarly, the motion states in a footnote that Mrs. Luzak "does not concede" that "she did not fulfill the requirements for commencing a derivative action," and that the Court lacks subject matter jurisdiction, Pl. Motion at 2 n.1, but she has already conceded those points. As Mrs. Luzak's counsel stated explicitly at the May 27 hearing, the "clear sense of that [CFRC's motion] was that we don't have the power to bring a derivative action against CFRC. *We agree with that.*" Ex. T (May 27, 2021 Hearing Tr.) at 77:5–7 (emphasis added).

CONCLUSION

Despite Mrs. Luzak's repeated misrepresentations about what a derivative claim is, and her many attempts to avoid her own expert's descriptions of her damages claims, this Court should not allow Mrs. Luzak to bring derivative claims into what should remain a probate matter. CFRC respectfully requests that the Court deny the motion for reconsideration.

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Respectfully submitted,

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June 28, 2021
Charlotte, North Carolina

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EXHIBIT T

Hearing Transcript
Honorable Bentley Price
May 27, 2021

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1

1 STATE OF SOUTH CAROLINA
2 COUNTY OF BEAUFORT

IN GENERAL SESSIONS
14th JUDICIAL CIRCUIT

3 HAMPTON B. LUZAK,

4 Petitioner,

5 vs.

CASE NOS.: 2016-CP-07-01919
2019-CP-07-01253
-01924

7 MERRILL B. LIGHT, et al,

8 Respondents.

10 HEARING BEFORE: HONORABLE BENTLEY PRICE

11 DATE: May 27, 2021

12 LOCATION: Beaufort County Judicial Center
13 102 Ribault Road
14 Beaufort, SC 29902

15 REPORTED BY: KYMBERLEE WILLIAMS, CSR/RPR

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1 P R O C E E D I N G S
 * * *
2 THURSDAY, MAY 27, 2021
3 BEAUFORT, SOUTH CAROLINA
 * * *

4 THE COURT: So just for the record and
5 for The Court's purposes, when you stand,
6 obviously, just give us your full name and the
7 parties in which you represent. We have a ton of
8 people in here, of course.

9 I assume that you-all have had some
10 opportunity to talk and determine -- I know
11 there's not that many because there is different
12 cases and there is the same motions filed in some
13 of the subsequent cases that are different with
14 the exact same motions.

15 Have you all discussed any type of order in
16 which you-all want to go, or are we just going to
17 start with Number 1 and end with Number 46?

18 MS. WALTERS: Good morning, Your Honor. I'll
19 start just to say -- we've discussed and I believe
20 that they agree -- that Ariail Kirk is here on behalf
21 of John Jolley. She's not involved in any of the
22 motions except those involving John Jolley. So we
23 were proposing that she go first, that the motions
24 with regard to John Jolley go first, so she can leave.

25 Then after that, we have the lawyers for CFRC

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1 here also. They have a pending motion. For the same
2 reason, perhaps they can go second and they can leave
3 after that is accomplished.

4 THE COURT: That sounds great.

5 MS. WALTERS: Thank you, Your Honor.

6 THE COURT: Yes, ma'am.

7 MS. KIRK: Your Honor, I'm Ariail Kirk. I'm
8 here for the non-party John Jolley.

9 THE COURT: Give me one second. It's
10 going to be a lot of writing today.

11 Yes, ma'am.

12 MS. KIRK: I think to start with, there was a
13 pending motion to file Mr. Jolley's deposition
14 transcript under seal. I wanted to know if you wanted
15 to address that first.

16 THE COURT: Sure. However you want to
17 go. I think everybody concurs that deposition was
18 to be under seal of public record. That was
19 resolved by consent?

20 MS. KIRK: Yes, sir.

21 THE COURT: Karen, are you keeping up with
22 which ones are which? We have to mark them all off.

23 THE CLERK: Yes, if they can give a date that
24 their motion was filed.

25 THE COURT: What date or what number was

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1 MR. RICH: Your Honor, Ryan Rich for
2 non-party Coastal Forest Resources Company. This
3 is the family company Mr. Traxler was referring
4 to.

5 Your Honor, I just have two pro hac
6 motions to which there has been no objection. We
7 have two lawyers from Virginia, Edwin Fuhr and
8 Jonathon Schronce, who would like to be arguing
9 motions for CFRC. We put two pro hac motions
10 before the Court.

11 We would like the Court to grant those so
12 that they can argue on behalf of CFRC.

13 THE COURT: Granted.

14 MR. FUHR: Thank you, Your Honor.

15 Ed Fuhr from Hunton Andrews and Kurth.

16 THE COURT: Say it again for the court
17 reporter.

18 MR. FUHR: Ed Fuhr, F-U-H-R, Hunton, Andrew
19 and Kurth on behalf of Coastal Forest. We are here on
20 our motion to intervene, Your Honor, for a limited
21 purpose; that is, to point out that this Court does
22 not have subject matter jurisdiction to hear any
23 derivative claims such as have been raised by the
24 Plaintiffs in this matter or to award any derivative
25 damages.

1 South Carolina law is very clear that no
2 subject matter jurisdiction when considering the
3 internal affairs of the corporation of another state.
4 Coastal is, in fact, in another state. It's a
5 Virginia corporation. It has articles and bylaws that
6 require that any derivative claims be brought in a
7 Virginia forum. They establish a specific requirement
8 and procedures that must be followed before derivative
9 claims can be pursued. Particularly, you must provide
10 first written notice and demand on the company's
11 board.

12 The company's board is entitled to a number
13 of months to do an investigation and to decide whether
14 those derivative claims, which ultimately are assets
15 of the corporation: How the company wants to address
16 that. Do they want those claims to go forward? Do
17 they not want them to go forward? And to notify the
18 Court. All of that has to take place in Virginia. No
19 other state has subject matter jurisdiction even to
20 consider those claims.

21 In the Front Row decision, South Carolina
22 Supreme Court just a few years ago, in re: There is
23 no subject matter jurisdiction in South Carolina's
24 courts to address the internal affairs, the internal
25 goings-on of corporations that are outside of South

1 Carolina.

2 As Your Honor knows, subject matter
3 jurisdiction cannot be waived. It can be raised at
4 any time. Indeed, it can be through judicial notice.

5 Let me turn to plaintiff's theories in this
6 case. Plaintiff's theory, and especially their damage
7 claims, are very much now derivative claims and
8 requests for derivative damages.

9 What is a derivative claim? A derivative
10 claim can take several different forms. It is an
11 action alleging wrongdoing by agents of the company,
12 officers, and directors of a company.

13 Judge Trenga, Federal judge in the Eastern
14 District of Virginia, he presided over derivative
15 claims that Ms. Luzak brought some five or six years
16 ago involving many of the very same things that are
17 now being litigated in this Court.

18 Judge Trenga found that any claim or
19 allegations of breach of fiduciary duty are derivative
20 claims. That's the only way they can proceed.

21 Ms. Luzak proceeded with the process that I
22 just described, in Virginia. Those claims were heard,
23 and they were dismissed with prejudice. They took it
24 up on appeal with the Fourth Circuit, which was
25 summarily affirmed. Ms. Luzak knows how the

1 derivative process works.

2 What we have now going on here is a rerun of
3 a lot of the same theories, a lot of the same damages,
4 but now they are trying to call them direct claims.
5 Judge Trenga says anything that's related to fiduciary
6 duty claims, that's inherently a derivative claim.

7 Misappropriation. If your claim is that
8 somebody at a company has misappropriated money out of
9 the company and you want to be heard on that, that's a
10 derivative claim.

11 Once again, what you're trying to do when you
12 bring that claim is to say: Company, so-and-so took
13 money they shouldn't have taken from us. Pull it back
14 into the company.

15 I, as a shareholder, benefit pro rata. If I
16 own 50 percent of the company, I am better off because
17 the company had pulled that money in.

18 So any allegations about misappropriation of
19 money, any allegations that monies were
20 inappropriately spent on things, any allegations that
21 a company failed to pursue a business strategy that
22 would have been so much more successful, the company
23 board was negligent or breached its duty, didn't do
24 what it should've done, the company would've been more
25 profitable -- those are all derivative claims. Those

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1 are claims the company -- that relate to an asset of
2 the company. You're urging the company board to go
3 out and rectify this wrong, pull these monies back
4 into the company, hold accountable the people that
5 reduced the value of the company and, hence, my pro
6 rata share of the company. Those are derivative
7 claims that can, again, only proceed in Virginia.

8 And the idea is that a company should recover
9 for the injury, and the shareholders benefit pro rata.
10 There are certain tells when claims are derivative.
11 If they talk about, I've been hurt pro rata about this
12 amount, you know they are talking about a derivative
13 claim.

14 The Supreme Court has also said: Anytime
15 somebody is talking about the reduction in their value
16 of shares, that's a derivative claim. That's a claim
17 holding in the Virginia Supreme Court a few years ago.

18 Let's look at the damage theories the
19 Plaintiffs are pursuing in this case. They have an
20 expert, Mr. Alford, who has articulated six categories
21 of damage. At least a couple of them we have no issue
22 with.

23 In terms of testamentary intent, that's not
24 our issue. We're just a company. We have significant
25 shareholders but there are other shareholders who are

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1 not even related to this family. There are other
2 shareholders that we are interested in and need to
3 protect. When you look at these damage theories that
4 have been pursued by Mr. Alford and that he's talked
5 about -- let's walk through them.

6 The first one. So their total damages are
7 \$105 million or thereabouts. The first one, which is
8 worth 60 million of it, is a loss-of-control premium
9 that alleges and is calculated based on diminution an
10 value of Ms. Luzak's shares. That's a quintessential
11 derivative claim. As Keith v. Shell Oil, Virginia
12 Supreme Court said, "A depreciation in the value of
13 stock," end quote, is a derivative claim. That's the
14 first element Mr. Alford has in his damages.

15 The second category, worth \$1.6 million, is
16 again based on a dilution based on a sale of stock.
17 This relates to the company's decision to sell some
18 shares to Travis Bryant, the new CEO who replaced
19 Ms. Luzak's husband as CEO of the company.

20 So Mr. Alford said there is a dilution in
21 value of \$1.6 million. Again, that is inherently a
22 derivative claim. And get this: It is the exact same
23 claim that was litigated five years ago as a
24 derivative claim in Virginia. They're trying to get a
25 second bite of the apple by trying to avoid Virginia

1 procedural requirements. It's also part of our res
2 judicata as well as being outside the jurisdiction of
3 This Court.

4 Judge Trenga had said: "Subject claim
5 constitutes a derivative action, not a direct action."

6 The fourth category is for some \$750,000.
7 The Plaintiff is trying to recoup compensation paid to
8 Randy Light. So it relates to an expenditure that the
9 company made that they're saying the company should
10 not have made.

11 Once again, funds that exit the company, if
12 you have a beef about that, that's a derivative claim.
13 You have to go through the Virginia process, you have
14 to go through the Virginia forum. That's \$750,000.

15 The sixth category, which is the fourth.
16 This is Number 6 of Mr. Alford's list, relates to the
17 loss of return from sale of timber lands. \$40 million
18 approximately.

19 This claim is that the company should have
20 done something different from a business strategy with
21 respect to the sale of timber. As a result of the
22 board's decisions, the company is \$40 million poorer.
23 Actually, they're saying it's even more than that.
24 Ms. Luzak's pro rata share is \$40 million poorer.

25 Once again, that is a quintessential

1 derivative claim that this Court does not have
2 jurisdiction to consider and has to be pursued as
3 derivative claims.

4 All of this comes about under the proffer of
5 a civil conspiracy claim in Count 19 that is
6 amorphous, ambiguous, and doesn't spell any of this
7 out. It is clear when you look at these damage
8 claims, that damages are being sought that belong to
9 the company only, their assets of the corporation. If
10 you want the corporation to be sued, there is a
11 process for doing that. There is an exclusive process
12 for doing that. That has not been done in this case.

13 This also informs discovery -- because we're
14 seeing all sorts of discovery requests coming at the
15 company for -- as Mr. Gilreath said in one hearing
16 down in Florida when they tried to enforce a subpoena:

17 "We want every scrap of paper the company
18 has. Every scrap of paper. We want every accounting
19 record. Every accounting record."

20 The Florida Court said, no. We said: Look,
21 these are derivative claims. They can't be relevant
22 to this battle about testamentary estate, intent, and
23 all that. The Florida Court agreed and said no.

24 Now what do we have? We have depositions
25 coming through. They recently took the deposition of

1 the comptroller of the company. I think there was one
2 question that was asked about this estate battle that
3 is going on. Most of it related to expenditures of
4 the company; what did the company spend this money on,
5 who was authorizing the spending, et cetera.

6 They now sent out a Notice, 30(b)(6) notice
7 to the company with some 30 to 40 different items that
8 they want the company to provide the most
9 knowledgeable person to testify. Somebody who has
10 pride in the company.

11 What does it deal with? Every board meeting
12 over the last 11 years, every strategy to do this, to
13 sell this, to buy that, what you spent your money on.
14 Those are all derivative claims. They're all
15 inherently irrelevant to what I understand to be the
16 claims that are going back and forth here. It's
17 imposing a lot of burdens on the company.

18 We would ask to be allowed to intervene for
19 the limited purpose of having this Court declare that
20 this Court does not have jurisdiction to consider
21 derivative claims, and it will not and does not have
22 jurisdiction to award derivative damages such as the
23 four items that I just mentioned from Mr. Alford,
24 their expert in this case.

25 Thank you, Your Honor.

1 THE COURT: Yes, sir.

2 MR. HOGAN: Bill Hogan for the Plaintiff,
3 Hampton Luzak. Your Honor, I will point out in
4 this case our damage claims are against Mrs. Light
5 and her late husband, also Mrs. Barringer on other
6 interference-related issues. They're not against
7 the company. They've not asked anything from the
8 company. The company is not at risk for any
9 damages in any format. Nobody has made any kind
10 of third-party claim against the company. There
11 has been no indemnification claim. The company's
12 assets are not at risk in this case.

13 To the extent that they claim there is some
14 derivative claim or damages in our request for
15 damages, the defendants currently are asserting the
16 derivative defenses. They have done that in prior
17 motions before this Court. I think even on the
18 amended pleading that Ms. Paylor wants to amend, she
19 wanted to add an affirmative defense of derivative
20 claims. The current parties are able to litigate that
21 issue. Adding another party in here, I'll say,
22 complicates the case significantly.

23 Also under the, rule that delays the time for
24 trial for another six months to add another party to
25 the case.

1 THE COURT: He's asking to intervene just
2 for the limited purpose of having me make the
3 decision here today whether those are derivative
4 claims and we can move forward; is that correct?

5 MR. FUHR: Yes, Your Honor. That's exactly
6 correct.

7 THE COURT: So he's in, and he's out.
8 Same day; right? You want to be in today, out
9 tomorrow?

10 MR. FUHR: The sooner the better, Your Honor.

11 THE COURT: We can handle that.

12 Yes, sir.

13 MR. HOGAN: The point of that though is
14 the current defendants are able to assert those
15 defenses for them. Mrs. Luzak is 51 percent
16 shareholder of the company. They obviously
17 coordinate very much, extensively with CFRC. They
18 give advances and positions for them.

19 THE COURT: Let me ask you this. You're
20 also asking me to limit the scope of the discovery
21 as well; correct? You're asking me essentially
22 that -- they sent you all those 30(b)(6) requests
23 and all those things. You're essentially saying,
24 once I determine these are derivative claims,
25 you-all are out and that's it?

1 MR. HOGAN: Correct. In fairness to the
2 other side, we go through the notice to see if
3 there are any requests in there, of our CEO in
4 particular, as to whether he has any knowledge
5 about this estate. That is fair game. You can
6 ask about that. We have no beef with that.

7 All this stuff about companies' actions and
8 operations, spending, business plans, off limits.

9 THE COURT: All right. I assume that the
10 CEO is the 30(b)(6) designee in this case.

11 MR. HOGAN: We haven't identified who it
12 is, but most likely person.

13 THE COURT: Yes, of course. Anything
14 further?

15 MR. HOGAN: Obviously, of course, this
16 motion comes in late. They could have done this
17 years ago.

18 THE COURT: We're here to clean this up
19 because we're about to start the trial. That's
20 why we're trying to get it done. You want to be
21 in. You want me to make the decision, and you be
22 out; right?

23 MR. FUHR: Yes, Your Honor.

24 THE COURT: I'll grant your motion to
25 intervene. I agree that they're derivative

1 claims. Please work with the other side to answer
2 what you can consider -- you-all can agree on are
3 discoverable documents and please work to that
4 extent. Okay.

5 Drive safe or fly safe, whichever one you're
6 doing.

7 MR. FUHR: Thank you, Your Honor.

8 (Off-the-record discussion.)

9 (Mr. Fuhr, Mr. Rich, and Mr. Schronce exited
10 the proceedings.)

11 THE COURT: What's next?

12 MS. PAYLOR: I think MY Merrill Light's
13 motion to amend the answer is next as far as
14 chronologically.

15 THE COURT: Okay.

16 MS. PAYLOR: Since you just granted that
17 motion as to the derivative claims and threw all
18 of them out, we probably don't need our defense.

19 THE COURT: Okay. So is that it?

20 MS. PAYLOR: We have two others. We have a
21 counterclaim against the plaintiff.

22 THE COURT: Is this new?

23 MS. PAYLOR: We have asked to amend to
24 add the defense of failure to mitigate damages.
25 This would actually go to one of the damage claims

1 that you did not just throw out.

2 In addition to all of those, they have a
3 damage claim for Mrs. Luzak's husband's alleged lost
4 compensation. He is not a party.

5 Whenever somebody has an employment case and
6 they're asking for lost compensation, they have to
7 mitigate their damages. We have asked to include the
8 proposed affirmative defense of failure to litigate
9 damages with regard to that claim.

10 MR. TRAXLER: Your Honor, may I step out
11 to retrieve Mr. Fuhr?

12 THE COURT: This is you-all's courtroom for
13 the whole day. You-all can walk in and out, talk
14 amongst yourselves, whatever you want to do. It's all
15 yours.

16 MR. TRAXLER: He needs to be here to be heard
17 on that, if you don't mind me stepping out.

18 THE COURT: To grab who?

19 MR. TRAXLER: Mr. Fuhr.

20 THE COURT: You-all just need to hang
21 tight. Apparently, he is going to be making the
22 argument.

23 MR. TRAXLER: I will not be making the
24 argument as to the subject Ms. Paylor is making right
25 now. I am still trying to absorb what you just ruled.

1 I think you just ruled that the derivative claims were
2 out. I think our side needs to preserve the record on
3 that.

4 He did not move to throw them out, as I
5 understand. He moved to simply intervene. Now all of
6 a sudden my claims are out without being heard on
7 that.

8 THE COURT: That's fine. We'll get back
9 to it. I took it the other way. What would be
10 the limited purpose of intervening if he wasn't
11 asking to have the derivative claims thrown out?
12 What does he want to intervene just to hang out
13 here today?

14 MR. TRAXLER: I understood that he wanted
15 to intervene so that he could then make the motion
16 to do that, not that the motion today would be --
17 not that we would be heard today on whether or not
18 that it would be dismissed. He just wanted to get
19 in the case to make the motion.

20 THE COURT: Why did he make all of that
21 big old long argument about them being derivative
22 claims if he didn't want it heard today?

23 MR. TRAXLER: I understand that. I just
24 want to be able to retrieve him.

25 THE COURT: That is fine, if you want to

1 try to grab him.

2 MR. TRAXLER: Thank you.

3 THE COURT: Sure.

4 MS. PAYLOR: Well, going back to mine, Your
5 Honor, we also -- we did -- the cases are still in
6 question. We did ask to have a defense. Most of
7 their claims for damages were derivative claims. This
8 Court doesn't handle such matters out of
9 jurisdiction.

10 THE COURT: That was as to the
11 business.

12 MS. PAYLOR: Well, they were claimed they
13 were damages against our client. It arose out of
14 things that happened at the business, which he has
15 set forth why they're derivative claims. We would
16 just -- in case they're still in there, just add
17 that. If they're out, we're fine.

18 THE COURT: All right.

19 MS. PAYLOR: We also have a proposed
20 defense. In the recent case of Garrison V. Target
21 Corporation, the Court held that you have to
22 assert as an affirmative defense the statutory act
23 of punitive damages. So we would like to add that
24 as an affirmative defense based on that Court's
25 decision from 2020, Your Honor.

1 THE COURT: We're splitting hairs again.
2 Just put it in there.

3 MS. PAYLOR: Thank you, Your Honor.

4 THE COURT: What's next?

5 MR. GHOM: Your Honor, just for the record so
6 the record is clear, CFRC's motion which is titled
7 "CFRC's Memorandum in Support of its Motion for
8 Intervention and Protective Relief."

9 If you go to the end, they asked for -- they
10 specifically asked to strike certain -- they ask in
11 their conclusion to dismiss Ms. Luzak's cause of
12 action of civil conspiracy for lack of standing and
13 subject matter jurisdiction. To strike the first,
14 second, fourth, sixth categories of damages identified
15 in Dr. Charles Alford's expert report and to enter a
16 judgement for clarity, Mrs. Luzak's may not litigate
17 any other derivative claims in this action.

18 THE COURT: It was in their motion what
19 you're saying, the same argument he simply just made.
20 It was properly before the Court.

21 Is that what you're wanting the record to
22 reflect?

23 MR. GHOM: Yes, sir.

24 THE COURT: Okay. What's next?

25 MR. TWOMBLEY: Your Honor, I think the

1 all we want him to do is, before Ms. Barringer was
2 silent, before she failed to pipe up, what was said
3 before that and what was said after that.

4 What they've responded to in their discovery
5 is they said she was always silent.

6 THE COURT: You're asking what the other
7 people said, not her?

8 MS. TWOMBLEY: What was said before she
9 was silent and what was said after she was
10 silent.

11 THE COURT: All right. Who's up?

12 MR. MEDLIN: I am, Your Honor. Alan
13 Medlin for the Plaintiff again.

14 THE COURT: All right.

15 MR. MEDLIN: If I may detour for just a
16 minute. We weren't sure if Mr. Fuhr was going to
17 return. Apparently, he's not going to. I am a
18 little uncomfortable raising this outside of his
19 presence, but I do want to raise it for the
20 record.

21 Our understanding of CFRC's motion and even
22 the way he argued it was that CFRC was arguing that
23 this Court does not have subject matter jurisdiction
24 over derivative actions or over CFRC as to derivative
25 actions.

1 We do not believe we brought a derivative
2 action. We do not believe our damages are derivative
3 action damages. When you read Mr. Fuhr's and CFRC's
4 memo -- I do recognize that Mr. Ghom quoted in the
5 last paragraph of prayer. The clear sense of that was
6 that we don't have the power to bring a derivative
7 action against CFRC. We agree with that. We've not
8 bringing a derivative action against CFRC.

9 What that motion does not to us say --
10 because we don't think CFRC, even with the limited
11 ability to intervene, would have the standing to do
12 it, to say that our damage claims are derivative.

13 As to the other defendants whom we are suing
14 individually, I do not believe these are derivative
15 claims. To the extent that your rulings --

16 THE COURT: My ruling only applies to
17 CFRC. He doesn't represent anybody else but CFRC.
18 Period.

19 MR. MEDLIN: Thank you, Your Honor.

20 I do want to talk a little bit more about
21 the history and this will fold in to additional
22 motions that we're going to argue later. I hope
23 it's worth the time to do it.

24 This is a complex litigation case. It is to
25 me, maybe not for everybody else. Down at my level,

1 THE COURT: Ask what Ms. Luzak remembers
2 what the express terms of the contract were.

3 MR. MEDLIN: We will handle that.

4 THE COURT: All right. Thank you.

5 MR. MEDLIN: Thank you, Your Honor.

6 THE COURT: All right.

7 Yes, ma'am.

8 MS. PAYLOR: Your Honor, I would like to
9 address the CFRC motion as Mr. Medlin got up there and
10 said that he wasn't seeking any damages from CFRC.

11 That is not what CFRC was arguing about.
12 They knew that they were not seeking any damages.
13 What they were saying was, if there is a derivative
14 claim, it belongs to the corporation and not
15 Mrs. Luzak.

16 She doesn't have a claim as an individual
17 stockholder. She needs to follow the process to
18 develop a relative claim. She has not done that. She
19 did it earlier which resulted in Virginia litigation
20 that she lost. A lot of it are the same allegations
21 that she now has in this case.

22 If you look at last cause of action, the 19th
23 cause of action, she alleges that there was a civil
24 conspiracy between Mr. and Mrs. Light and agents of
25 CFRC to injure plaintiff by selling assets of CFRC.

1 Any assets that were sold by CFRC were sold by board
2 decisions.

3 THE COURT: That's correct. What I am
4 saying, any of their causes of action in this
5 complaint have already been litigated in Virginia.
6 That's the way I took it.

7 MS. PAYLOR: Yes, sir. That's true.

8 THE COURT: That is what I was saying.
9 If it has been litigated in Virginia, it has been
10 litigated.

11 MS. PAYLOR: So it's done. So by res
12 judicata it would be gone.

13 THE COURT: What are the causes of
14 action?

15 MS. PAYLOR: It's the conspiracy cause of
16 action primarily. But the thing is, this Court
17 doesn't have subject matter jurisdiction to hear
18 any claims that are derivative. That has got to
19 be brought in Virginia. That is what they were
20 saying.

21 THE COURT: They also said they already
22 did that.

23 MS. PAYLOR: They have.

24 THE COURT: Those have been ligated.

25 MR. TWOMBLEY: Your Honor, it's not the

1 cause of action. It's the type damages.

2 THE COURT: Gotcha.

3 MR. TWOMBLEY: It's money damages for
4 corporate wrongdoing. If you are trying to get money
5 damages for something somebody at the corporation
6 did -- let's just assume hypothetically that Merrill
7 Light were to settle that case for \$1,000. Why would
8 Hampton Luzak get all of that money? She is only a
9 30-some-odd percent shareholder of the company. That
10 should go to all the shareholders.

11 That is why you have to bring these types of
12 claims derivatively. You have to bring them through
13 the derivative process. The money would belong to the
14 corporation, then it would then flow down to the
15 shareholders' pro rata. What is Ms. Luzak is trying
16 to do is just say, I am just going to end-run that
17 whole derivative process rolled into this.

18 THE COURT: When was she brought into
19 this?

20 MR. TWOMBLEY: I'm sorry?

21 THE COURT: When was CFRC brought into
22 this?

23 MR. TWOMBLEY: They just filed a motion
24 asking the Court that these types of damages that
25 Mr. Peer* went through each one of them. The

1 damages for improperly selling assets. The
2 damages for not following Mr. Luzak's investment
3 advise. The damages for the board hiring Travis
4 Bryan.

5 THE COURT: All of that is out.

6 MR. TWOMBLEY: I think we just wanted to
7 clarify.

8 THE COURT: Okay.

9 MS. PAYLOR: That's fine. When Mr. Medlin
10 got up, we misunderstood what he said. That was our
11 understanding; that all of those claims were out of
12 the case.

13 MR. MEDLIN: Your Honor, we are not suing
14 the corporation, so there is no pot of money that
15 the corporation is going to have to pay that is
16 going to be split up among the shareholders.

17 We didn't sue CFRC. They came in here to
18 intervene today on the issue of whether you have
19 subject matter jurisdiction over derivative actions.
20 By the way, we would disagree as to the issue of what
21 happened in Virginia is res judicata.

22 They raised those arguments in a motion to
23 dismiss and lost them in front of Judge Mullen. That
24 really takes us off track. Here is my understanding
25 of how a derivative action works.

1 A shareholder has a claim. The corporation
2 is supposed to handle that claim. If the shareholder
3 doesn't, then it's derivative to the shareholder to
4 bring this claim. We are not asking the corporation
5 to do anything. We have never asked the corporation
6 to do anything. We are suing individuals. If we win,
7 the money is going to come out of the individuals'
8 pockets and not companies pockets.

9 Let's talk about the illogic of what they are
10 arguing that CFRC apparently was trying to do today.
11 Again, I would say we didn't have fair notice of that
12 because their motion doesn't say that. They are
13 coming to you and saying, "You don't have subject
14 matter jurisdiction over derivative claims."

15 Let's assume for the moment that that is
16 correct. So you don't have subject matter
17 jurisdiction over derivative claims. Then they turn
18 around and say -- according to them -- "Your Honor,
19 you decide if these are derivative claims."

20 How can you do that if you don't have subject
21 matter jurisdiction over it? So not only did we not
22 get proper notice to throw out all the damages that we
23 have against Ms. Light individually and Randy Light
24 individually, but it's illogical to come in here as a
25 company and say, "We are worried about being liable"

1 when we are not suing the company. We have no
2 intentions of suing the company.

3 THE COURT: Mr. Medlin, you said you were
4 suing individuals in the corporation.

5 MR. MEDLIN: No.

6 THE COURT: That is what you said.

7 MR. MEDLIN: We are suing Mrs. Light, who
8 happens to own shares in the corporation in her
9 individual capacity. We are not suing her for what
10 she did with the company to the extent that it bound
11 the company.

12 THE COURT: Ms. Light is still in it. If
13 you are suing her individually, I don't understand
14 what CFRC has to do with any of this.

15 MR. MEDLIN: That's our point, Your Honor.

16 THE COURT: Somebody has to tell me what
17 they have to do with this. They don't have
18 anything to do with it, in my opinion.

19 MR. MEDLIN: We agree. We didn't sue
20 them. They came in here and tried to make their
21 argument for them, which, by the way, they can
22 make one day if they want.

23 THE COURT: I will let them make it.

24 MR. TWOMBLEY: Your Honor, I just want to
25 read, first of all, what was in CFRC's motion.

1 They moved to strike the first, second,
2 fourth, and sixth categories of damages. Let's just
3 assume hypothetically that a board of director of a
4 company steals \$10,000; and that the board of
5 directors and the CEO conspired with one another to
6 steal \$10,000 from the company. That is clearly a
7 derivative claim. The only way that claim can be
8 brought is through a derivative action.

9 One of the shareholders can't say, "I own one
10 share out of 1,000 shares, so I am going to sue the
11 board member individually, and I will sue the CEO
12 individually and I will get my dollar."

13 Then the next shareholder says, "You know
14 what? I own one share, and I am entitled so I am
15 going to bring another lawsuit against the board of
16 director and the CEO and I am going to try to get my
17 dollar."

18 Under that theory, you would have 1,000
19 individual lawsuits trying to collect these damages
20 for this \$1,000 that was allegedly stolen from the
21 company.

22 The point is that that is a derivative claim.
23 Under the law, there is only one way to bring that
24 claim. Number one, you have to follow the derivative
25 statute in the bylaws of the corporation, and that

1 must be done in Virginia. Then a judge can say,
2 "Okay. I am going to enter a judgment, not for
3 \$1,000, for \$500, and every shareholder is then
4 entitled to 50 cents from their damages.

5 under their theory, they bring this case of
6 these corporate wrongdoing and corporate damages -- I
7 mean, failing to follow the investment decisions and
8 hiring the wrong CEO. We can't litigate those claims
9 here.

10 So what the basis of CFRC's motion was
11 clearly was the Court to strike those damages and tell
12 Ms. Luzak, "You cannot seek derivative damages in this
13 will contest case in South Carolina."

14 They will try to upset the wills and change
15 them. She can still try to allege these other things.
16 But as far as corporation wrongdoing, I think that was
17 the point of their motion.

18 THE COURT: You-all can file a brief on
19 that, but my order stands. They intervened. I
20 granted. Those damages are gone.

21 All right is next?

22 MR. MEDLIN: Your Honor, again --

23 THE COURT: I don't want to hear anymore
24 arguments as to that, please. You can file a
25 brief if you would like to pertaining to that, but

1 I have made my ruling on that and I don't like to
2 be questioned anymore.

3 MR. MEDLIN: I am just asking for
4 clarification. The damages are gone as to CFRC?

5 THE COURT: Yes. You can sue Ms. Light
6 all day long.

7 MR. MEDLIN: Thank you.

8 THE COURT: All right. I have no idea what
9 number we are on, Ms. Karen. I lost track a long time
10 ago.

11 THE CLERK: That was a motion to compel.

12 THE COURT: That was the previous one. I
13 granted that one, and they are going to work on that.
14 That was just clarification by Ms. Paylor. So now we
15 are to the next one.

16 MR. TWOMBLEY: The next one, Your Honor,
17 is a motion for protective order that we filed.
18 The long and short of it is, in this previous
19 litigation that you have heard about that were
20 brought in Virginia, where Ms. Luzak resolved many
21 of these claims and lost on them.

22 Mr. Barringer was a party in that lawsuit.
23 He intervened in that lawsuit. He hired a lawyer in
24 Virginia named Bob Skulley to represent him.

25 Mr. Skully's deposition was taken.

1 they are estopped from making this argument. They are
2 alleging in their pleadings that every document after
3 this one is valid, any one of which would revoke this
4 will so that this will isn't any longer valid under
5 their position.

6 They are also taking the position that the
7 '98 will is the valid one, and that means that this
8 one isn't valid. So they are taking inconsistent
9 positions with respect to this summary judgment.

10 Your Honor, I will just point out that in
11 their brief -- I didn't hear Ms. Paylor mention
12 this in her argument. Maybe she did. They argue
13 that Mrs. Light did not have a fiduciary duty to
14 Mr. Barringer. She most certainly did. She was a
15 director of a company for which he was a
16 shareholder. She admitted under oath in her
17 deposition that she owed a fiduciary duty to him.
18 She was a partner in a family partnership.

19 In South Carolina law, *Moore v. Moore*, a
20 partner owes a fiduciary duty to another partner. And
21 he certainly reposed trust and confidence in her.
22 That's certainly their position, so there is a
23 fiduciary duty. Why that is important for this
24 summary judgment argument is, that flips the burden of
25 proof to them.

1 They have to show that the will and the trust are
2 valid. Typically it's the contestant. In this case
3 because of the fiduciary duty, it's the proponent.
4 Again, we have lots of law cited in our brief that I
5 won't bore the courtroom with at this stage.

6 Let's talk a little bit about the
7 circumstances. Now, we don't disagree that a
8 testator has to have capacity on the day she
9 executes her will or on the day she executes the
10 trust. The cases can't give a snapshot of
11 capacity on that date. For example, I am not
12 aware of any case where somebody looked at the
13 witness or at the testator and said, "Do you know
14 your children," et cetera.

15 It's a question of fact. Every case is
16 different as to whether it's a question of fact. They
17 brought this summary judgment, not us. We don't have
18 to prove that. All we have to prove is that there is
19 a question of fact period. Really the burden is on
20 them to do that.

21 Now, with respect to the capacity. The
22 law is clear. The cases are clear. Again, this
23 only makes sense. You have to look at the facts
24 and circumstances around the time of execution and
25 how far around is a case-by-case basis. They

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EXHIBIT U

Affidavit of Johnathon E. Schronce
June 28, 2021

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CIVIL ACTION NO. 2016-CP-07-1919
IN THE MATTER OF:	)	
ESTATE OF PAUL B. BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	AFFIDAVIT OF
	)	JOHNATHON E. SCHRONCE
	)	
vs.	)	
	)	
MERRILL B. LIGHT, MERRILL U.	)	
BARRINGER, as Personal Representative	)	
of the Estate of Paul Brandon Barringer, II,	)	
J. RANDOLPH LIGHT, JR., MERRILL B.	)	
LIGHT as putative trustee of the Paul B.	)	
Barringer, II, Revocable Trust dated	)	
December 4, 1998, and MERRILL B.	)	
LIGHT as Trustee of the Merrill Barringer	)	
Light Revocable Trust,	)	
	)	
Defendants.	)	

PERSONALLY appeared before me the undersigned who, being duly sworn, on oath says:

1. My name is Johnathon E. Schronce. I am over the age of eighteen (18) and competent to provide the statements contained herein.
2. I am Counsel at Hunton Andrews Kurth LLP ("Hunton") in its Richmond, Virginia office.
3. I have been a member of the Virginia State Bar since 2010. I have also been admitted to practice before the United States Courts of Appeals for the Second and Fourth Circuits and the United States District Courts for the Eastern and Western Districts of Virginia.

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4. Hunton represents Coastal Forest Resources Company (“CFRC”). The Court granted my motion for admission *pro hac vice* in this matter at the May 27, 2021 motions hearing in this case. The Court subsequently entered a written order to the same effect on June 2, 2021.

5. I attended the May 27, 2021 motions hearing in this case along with my colleagues Edward J. Fuhr, a Partner with Hunton, and Ryan G. Rich, Counsel with Hunton. Mr. Rich is admitted to the South Carolina bar.

6. In addition to two motions for the admission of Mr. Fuhr and myself *pro hac vice*, CFRC had two substantive motions pending at the May 27 hearing: a Motion for Protective Order filed May 3, 2021 in connection with the deposition of John Jolley, CFRC’s former corporate counsel, and a Motion for Intervention and Protective Relief filed May 14, 2021.

7. Because most of the motions pending before the Court on May 27 did not involve non-parties CFRC or Mr. Jolley, the Court sequenced the motions so that counsel for CFRC and individual counsel for Mr. Jolley could be heard on their motions and then excused. The Court first heard certain motions pertaining to Mr. Jolley’s deposition, and then heard CFRC’s Motion for Intervention and Protective Relief.

8. Mr. Fuhr argued in support of CFRC’s Motion for Intervention and Protective Relief, and William M. Hogan of The Gilreath Law Firm, P.A. argued in opposition to CFRC’s motion on behalf of Plaintiff Hampton Luzak. After hearing argument, the Court granted CFRC’s motion. The Court, while still on the record, then excused counsel for CFRC from the courtroom. After the Court excused us, we went downstairs and were provided by courthouse staff with access to a conference room so that we could make a telephone call before getting in our separate cars to leave the courthouse.

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9. Before we could place the call, Charles B. Macloskie, co-counsel for Mrs. Luzak, came down the stairs, found us as we were heading to the conference room, and indicated that Thomas W. Traxler, another lawyer representing Mrs. Luzak, wanted to speak with us before we left. We agreed to the request and told him we would be in the conference room.

10. Mr. Traxler came downstairs shortly after Mr. Macloskie returned to the courtroom. Mr. Traxler advised that Mrs. Luzak's team could not locate a copy of CFRC's motion and brief to confirm whether the relief sought there mirrored what CFRC had sought and obtained during the hearing, including not just intervention but substantive relief on the derivative claims and damages. We assured Mr. Traxler that CFRC's filings had been quite clear and referred him to the title of the motion, which sought intervention and protective relief, as well as the relief sought in the motion, supporting memorandum, and argument before the Court. We also referenced the Court's ruling, which indicated that CFRC was "in and out." Mr. Traxler responded, "Ok." We then discussed with Mr. Traxler Mrs. Luzak's forthcoming Rule 30(b)(6) deposition of CFRC and the need to narrow the categories of information for which CFRC was being asked to designate a witness in light of the Court's ruling. Counsel agreed to review the notice in the days ahead and pledged to try to work out an agreement in good faith.

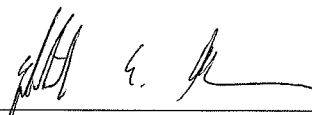
11. At no point did Mr. Traxler dispute the substantive relief that CFRC sought in its motion. Neither did Mr. Traxler suggest that any counsel for Mrs. Luzak would ask the Court to reconsider or clarify the Court's ruling on CFRC's Motion for Intervention and Protective Relief at the May 27 motions hearing.

12. Shortly after speaking with Mr. Traxler, Messrs. Fuhr, Rich, and I departed the courthouse.

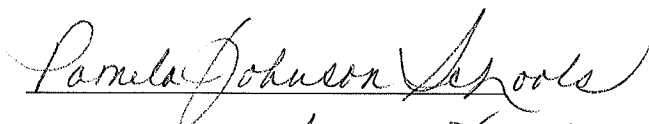
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FURTHER AFFIANT SAYETH NOT.

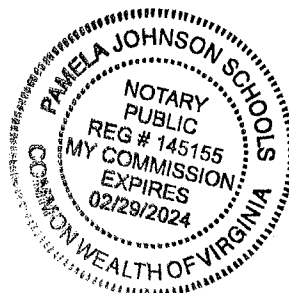
By: 
Johnathon E. Schronce

Sworn to and subscribed before me
This 28 day of June, 2021.



Notary Public for State of Virginia

My Commission Expires: 02-29-2024



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