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IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Appellate Case No.: 2016-001811
Case No.: 2014-CP-10-6265

James C. Owens, ... Appellant,

-v-

Bryan Crabtree, Kirkman Broadcasting, Inc. d/b/a
WQSC Radio, ADC Engineering, Inc., Tyler Flesch,
and Red Drum Capital Group, LLC, ...Defendants,

of whom ADC Engineering, Inc., is ..... Respondent.

RECORD ON APPEAL
VOLUME II

John E. Parker
William F. Barnes, III
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ATTORNEY FOR RESPONDENT

INDEX

ORDERS

PLEADINGS

TRANSCRIPT

OTHER MATERIALS

1 Q. All right. Part of the compensation
2 package depend upon the people listening to your
3 program, the number?
4 A. No.
5 Q. Do you know what -- when you were at the
6 station in Charleston, do you know what your average
7 audience was approximately?
8 A. I don't know exact. I wouldn't be
9 willing to comment on that because I would be
10 guessing.
11 Q. Approximately?
12 A. Again, I don't know.
13 Q. Well, they keep up with that, don't
14 they?
15 A. Yeah, that would be more of a question
16 for Mr. Kirkman than would be for me because he's
17 the -- he is or was the Nielson subscriber and has
18 access to that data and I don't. I would simply be
19 engaging in a bit of a guess.
20 Q. The people that listen to your show in
21 the thousands?
22 A. I think safe to assume that, yeah.
23 Q. Did you receive any money from anyone
24 who promote the Shem Creek Project or who oppose the
25 people that were opposing the Shem Creek Project?

1 A. No, I don't.
2 Q. Did you?
3 A. No.
4 Q. Did you receive any -- have you received
5 anything of value to oppose -- the people who are
6 opposing the Shem Creek Project?
7 A. Nope. No, I didn't.
8 Q. Have you ever received money to promote
9 anything on your show?
10 A. Well, I mean, at times if an advertiser
11 meets our -- well, the station's and my criteria,
12 they will pay what's called a talent fee to endorse
13 their product, or you will receive in lieu of a
14 talent fee, commonly in radio will receive a, you
15 know, anything from a car, computer as part of, you
16 know, maybe they want you to drive their product,
17 use their product and talk about the experience as
18 part of the advertising. So, there are times where
19 as radio people we certainly get things of value for
20 our compensation package or our compensation model.
21 That's certainly a big piece of it.
22 Q. Since you've been in Atlanta, have you
23 received anything of value from people who want you
24 to promote their product on your show?
25 A. Here in Atlanta?

1 Q. Yes.
2 A. Yes, I have. But I would -- have I
3 received -- have I received things of value from
4 advertisers of these radio stations, is that your
5 question, in Atlanta?
6 Q. Correct.
7 A. Yes.
8 Q. And who in particular?
9 A. I can't comment on that because that's
10 confidential information that's proprietary to the
11 radio stations that I work for now and is against
12 the contract that I have with this group for me to
13 disclose that kind of information.
14 Q. You're refusing to answer those
15 questions?
16 A. I'm refusing to answer any question
17 about the advertisers or anything that is part of
18 the business of Salem Media Group in Atlanta, yes.
19 Q. And the same question about while you
20 were in Mount Pleasant, did you receive money from
21 advertisers?
22 A. I don't specifically recall. I suppose
23 I did. But none of those advertisers to my
24 knowledge had anything remotely to do with this
25 particular situation.

1 Q. Did you receive any, not money in
2 particular but, say, products or things of value
3 while you were in Mount Pleasant, other than money?
4 A. Not from any of my media, no. I mean,
5 may be out of place to add this, but one of the
6 reasons I left Charleston to go to Atlanta because
7 the financial success of both that radio station and
8 of my broadcast were -- was not good, and it was a
9 component of the market in Charleston. And so there
10 was not much of value there to be honest.
11 Q. The radio station is paid by people
12 advertising with the station and the rate of payment
13 would depend upon the listenership?
14 A. That is correct, generally speaking.
15 Q. Have you ever met Mr. Owens?
16 A. Not that I'm aware of, no.
17 Q. You've never met Mr. Flesch, other than
18 when he was at your show -- on your show?
19 A. Seen him one time. That one time.
20 Q. Let's take a break just a minute and I
21 think we'll about wrap it up.
22 A. Sure.
23 (Recess from 11:26 a.m. to 11:29
24 a.m.)
25 Q. Just a couple more questions,

1 Mr. Crabtree, and we'll let you go. What was the
2 reason for you leaving Kirkman Broadcasting?
3 A. The reason, my agenda has always been to
4 come to Atlanta, timing unknown, and it became
5 obvious that opportunity was going to present itself
6 here and I should be working on that here, and
7 because the financial success of the show and the
8 station was not -- was not acceptable to me.
9 Q. Who are you working for now?
10 A. Specifically Salem Media Group, but they
11 have several stations.
12 Q. Are you -- do you have a contract with
13 them?
14 A. I do.
15 Q. A written contract?
16 A. I do.
17 Q. And how about with Kirkman, did you have
18 a written contract with Kirkman?
19 A. I'm not sure that we did. I don't think
20 we did.
21 Q. Are you presently married?
22 A. I am.
23 Q. And how many children?
24 A. Two.
25 Q. And how many times have you been

1 married?
2 A. One.
3 Q. Still married to the same lady I
4 presume?
5 A. I am.
6 Q. Have you ever had any lawsuits brought
7 against you?
8 A. Yeah. I mean, of course in the business
9 I have, yeah.
10 Q. And if you would, tell me about the
11 lawsuits that have been brought against you.
12 A. I mean, most of them have been contract
13 related things. Brought against me that I can
14 recall was a countersuit on a breach of contract by
15 a former business partner. A franchise dispute in
16 federal court, again a breach of contract suit, and
17 other than that, I think the rest of the cases -- I
18 may be missing something there from memory on the
19 spot, but the rest of the cases were involving
20 mortgages on property, all of which at some point
21 were settled in some form or fashion. Back during
22 the financial crash.
23 Q. Who is the partner that filed suit
24 against you?
25 A. I filed suit against him, and then we

1 settled. And then I ended up filing another breach
2 suit against him. He countersued me. His name was
3 Rick Johnson, and I think his corporation was RDJ
4 Corporation, which I'm not aware is still in
5 existence.
6 Q. Where was that lawsuit?
7 A. Charleston County, both resident
8 addresses of Mount Pleasant.
9 Q. And you say there were other foreclosure
10 type suits?
11 A. That's correct.
12 Q. And they were brought against you?
13 A. That's correct. They were investment
14 properties.
15 Q. And who brought them?
16 A. I don't recall the -- I'd rather point
17 you to public record for that because I don't know
18 how they appear and with what names, and I don't
19 want to go on record as saying it's one name and
20 it's another. For instance, I'll give you an
21 example, TD Bank was Carolina First, and I'm not
22 sure how the record appears. So, I don't -- I can't
23 answer the question honestly is the problem because
24 I don't know the legal entities that brought the
25 suits precisely. I just know generally who I

1 originated them with. I would have to be looking at
2 something for that to do it accurately.
3 Q. How many cases were there?
4 A. Maybe half a dozen. I don't recall the
5 exact number. It was a really bad time in finance
6 and it was a mess.
7 Q. And where were these cases brought?
8 A. As best I can recall, they were all in
9 Charleston, Dorchester. I'm not sure if there was
10 one in Berkeley County, but Charleston and
11 Dorchester for sure.
12 Q. And they were as a result of property
13 you bought and were not able to pay for?
14 A. They were a result of the breach of
15 contract suit ultimately, to be honest. They were
16 the result of the contract suit that I mentioned in
17 federal court because of their failure -- one
18 component of that was a breach of contract in
19 payments to me, which rendered me incapable of
20 making many of those payments.
21 Q. And that is the dispute with your
22 business partner Rick Johnson?
23 A. No. That dispute was unrelated and very
24 much predated all of that.
25 Q. All right. Well, there was another case

1 involving payments to you by someone?
2 A. To my knowledge, I mean, there's
3 probably been -- I mean, I've owned a lot of
4 property, and I had a fairly large business that I
5 sold in '08. So, there were a number of cases on
6 record, many of which I might have been a plaintiff
7 in. Maybe a tenant would have sued me for earnest
8 money back because they damaged something and didn't
9 agree with my escrow statement. That kind of thing.
10 There's a few of those hanging out there. But I
11 don't -- I don't really have a reason to recall
12 those to be able to recite them to you accurately.
13 Just big, you know, the big cases I mentioned are
14 the ones that I have -- you know, they were
15 traumatic enough I have the context of those in my
16 head.
17 Q. Right. I'm asking you about the one you
18 said was in federal court.
19 A. That was a franchise breach of contract
20 dispute amongst three parties, company I sold to,
21 the company I was franchised with, and my entities
22 and myself personally.
23 Q. You were a plaintiff or a defendant?
24 A. I was a defendant.
25 Q. And who represented you in that?

1 A. I think it was you, Ryan, correct? Ryan
2 Earhart.
3 Q. And who was -- who was the plaintiff in
4 that case?
5 A. The plaintiff -- the plaintiff was
6 Weichert Real Estate Affiliates.
7 Q. And what was the lawsuit about?
8 A. I gave them a warning, followed by a
9 termination, of my feelings that their breach of
10 contract and as a franchisor. I then closed the
11 company, sold my assets, and took a job with
12 Coldwell Banker United, which was a Sandion
13 Corporation, and they believe that Sandion
14 tortuously interfered with the franchise contract
15 and that I breached the contract.
16 Q. What was the outcome of that case?
17 A. It was eventually settled.
18 Q. Have you ever been arrested?
19 A. Define arrested. As in booked for a
20 charge?
21 Q. They say, "You are under arrest."
22 A. I was but I was never booked because the
23 person --
24 Q. What were you --
25 A. What's that?

1 Q. What were you arrested for?
2 A. Defending my home.
3 Q. And if you would, tell me about that.
4 A. The man was home visiting his mother in
5 my condominium complex from a mental hospital and he
6 walked into my door and I threw him out. And he or
7 his mother called the police, and we were both
8 arrested for mutual combatants. And by time I made
9 it downtown, I was released and returned because his
10 condition had been revealed to the police and he had
11 been determined mentally incompetent to press
12 charges.
13 Q. And where was that?
14 A. Charleston.
15 Q. And when was it?
16 A. It would have been 2000 or 2001,
17 perhaps. I don't recall precisely.
18 Q. Any other arrests?
19 A. No.
20 Q. I think's all I have. Unless any
21 questions these other gentlemen or lady may have for
22 you.
23 EXAMINATION
24 BY MR. HALIO:
25 Q. Mr. Crabtree, my name is Andrew Halio,

1 and I represent Tyler Flesch.
2 A. Okay.
3 Q. I've just got maybe five or six
4 questions for you.
5 A. Sure.
6 Q. Okay. Mr. Parker has handed you several
7 pages of documents, some of which were
8 communications to you from Tyler Flesch.
9 A. Okay.
10 Q. And he's talked about some of the
11 wording that was in the e-mails from Mr. Flesch to
12 you, and my question is, did you ever publish any of
13 these e-mails or any of the contents to any of your
14 listeners?
15 A. No, not -- not of the subject matter of
16 communications with a source. I never do that.
17 Well, I don't believe -- I am relatively confident
18 that I never actually posted anything he said in an
19 e-mail. I did, however, post the termination letter
20 of ADC to uphold the credibility of what I was
21 covering. That's the only thing I recall ever
22 posting from Tyler Flesch, that and his own audio
23 when he was on my show.
24 Q. And you mentioned earlier in your
25 testimony that e-mails like this are not out of the

1 ordinary, that you get e-mails from listeners in
2 this sort of thing.
3 A. I can't -- there's no way to overstate
4 that things I say on the radio about various topics
5 constantly and frequently at a high volume solicit
6 statements from people, from the mayor's press
7 secretary here in Atlanta to the governor's office
8 in South Carolina, to a regular average citizen who
9 loves or hates what I've said, and it's constant.
10 It's a normal thing to receive e-mails just like
11 Mr. Flesch presented me, and it's normal for me to
12 look at them with suspicion and vet them out on my
13 own.
14 Q. Is that what you did in this case, you
15 looked at them with suspicion and vetted them out on
16 your own?
17 A. Absolutely.
18 Q. The statements that -- Mr. Flesch's
19 statements we're talking about?
20 A. Absolutely.
21 Q. All right. Thank you, Mr. Crabtree. I
22 appreciate it.
23 A. No problem.
24 MR. PARKER: Anyone else?
25 That will conclude the deposition,

1 and thank you for coming.
2 COURT REPORTER: Can I get your
3 orders for the transcript?
4 MR. PARKER: We get the original
5 and a copy.
6 MR. HALIO: This is Mr. Halio. I
7 will take a copy, and do you do
8 electronic and paper?
9 COURT REPORTER: We do both,
10 either.
11 MR. HALIO: Why don't you send me
12 both.
13 MR. PARKER: Likewise with us.
14 MR. HAMLIN: This is Mr. Hamlin, I
15 don't need a copy right now.
16 MR. EARHART: We don't need a copy,
17 Ryan Earhart.
18 MS. CHERRY: This is Molly Cherry.
19 I don't need a copy.
20 COURT REPORTER: Thank you.
21 (Whereupon, the deposition was
22 concluded at 11:44 a.m.)
23
24
25

1 (Pursuant to Rule 30(e) of the
2 Federal Rules of Civil Procedure and/or
3 O.C.G.A. 9-11-30(e), signature of the
4 witness has been waived.)
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1 CERTIFICATE OF COURT REPORTER
2
3 STATE OF GEORGIA:
4 COUNTY OF COBB:
5
6 I hereby certify that the foregoing
7 transcript was reported as stated in the
8 caption and the questions and answers
9 thereto were reduced to typewriting by
10 me; that the foregoing transcript
11 represents a true, correct, and complete
12 transcript of the evidence given on
13 November 16, 2015, by the witness, Bryan
14 Crabtree, who was first duly sworn by me.
15 This, the 3rd day of December,
16 2015.
17
18
19
20
21
22
23 Regina W. Hollis
REGINA W. HOLLIS
24 Certified Court Reporter
Georgia Certificate B-2306
25

1 DISCLOSURE OF NO CONTRACT

2

I, Regina W. Hollis, Certified Court Reporter,
3 do hereby disclose pursuant to Article 10.B. of the Rules and Regulations of the Board of Court
4 Reporting of the Judicial Council of Georgia that I am a Georgia Certified Court Reporter; I was
5 contacted by the party taking the deposition to provide court reporting services for this
6 deposition; I will not be taking this deposition under any contract that is prohibited by O.C.G.A. §§
7 15-14-37(a) and (b) or Article 7.C. of the Rules and Regulations of the Board; and I am not disqualified
8 for a relationship of interest under O.C.G.A. § 9-11-28(c).

9

There is no contract to provide reporting
10 services between myself or any person with whom I have a principal and agency relationship nor any
11 attorney at law in this action, party to this action, party having a financial interest in this
12 action, or agent for an attorney at law in this action, party to this action, or party having a
13 financial interest in this action. Any and all financial arrangements beyond my usual and customary
14 rates have been disclosed and offered to all parties.

15

This, the 3rd day of December, 2015.

16

17

18

19

20

21

22

23 Regina W. Hollis

REGINA W. HOLLIS
24 Certified Court Reporter
Certificate Number B-2306

25

Gmail by Google

Bryan Crabtree <bcrabtreeiphone@gmail.com>

Shem Creek Developer

Tyler Flesch <tyler@redtyadvisors.com> Tue, Aug 12, 2014 at 8:45 PM
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Sorry Bryan I ave been on the road. Does Friday work? I would like to be in studio so I can t least meet you etc.....tonight is going to be nasty t council.....look for a Jim Owens soliloquy of over 20 minutes by folks yielding their time. Guy doesn't know when to quit lying. Check out Facebook and Will Hainey thanking Jim for the facts to write his article today in theP&C. Article was factually wrong of course but no matter for a group using emotion (shem creek) to fight upper Coleman blvd development .....

Sent from my iPad
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]

<image001.jpg>

—
Sent from MetroMail

PLAINTIFF'S EXHIBIT
1

From: Tyler Flesch (tyler@redtyadvisors.com)
Sent: Thu 5/21/2015 09:40 AM
Rcvd: Thu 5/21/2015 09:40 AM
To: G. Hamlin O'Kelley; Gray Taylor
CC:
BCC:
Subject: Fwd: Shem Creek

==========

--------- Forwarded message ---------
From: **Tyler Flesch** <tyler@redtyadvisors.com>
Date: Wed, Aug 27, 2014 at 8:42 PM
Subject: Shem Creek
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Bryan,

Check out Jim Owens' (leader of Save Shem Creek) latest editorial.....guy can't stop lying abut our project. Comments section too.....
http://www.moultrienews.com/article/20140827/MN01/140829765/1012/MN

--

Tyler Flesch

Principal

Red Drum Capital Group LLC

900 Wando Park Blvd. (physical location)

1195 Riviera Drive Suite 103, PMB 161 (mailing address)

Mt. Pleasant, SC 29464

www.reddrumcapital.com

843-405-0389 (O)

PLAINTIFF'S EXHIBIT
LA

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Monday, September 22, 2014 2:56 PM
To: 'Bc'
Subject: RE: Jim Owens

Not 100% sure. I know the ultimate goal of Saving Shem Creek is for a moratorium in Mt Pleasant. As for Jim, where else could a civil engineer by education make a decent living other than from development and our dollars. I think he figures he can get paid by the "bad" guy and fight the good fight etc. What is scary is he has access to the proprietary information of a TON of developments in this town. Are we the only ones affected, we don't know yet because he hasn't openly attacked others yet. The easiest path for him was to build his "group" and attach our project as the face and use the Creek as an emotional ploy to tug on heart strings etc. He is teamed up with councilman Gary Santos and it is clear Gary will run for Mayor on an anti-development platform. If you're going to run against Linda Page, you need to attack her base, which resides in none other than the Old Village, right next to Shem Creek and Coleman Blvd.....(I'll let you go from there). ADC is in a really bad spot on this, the Town is my defacto partner in the parking structure and they have not been happy with Mr. Owens, his lies, or his calling out of specific people at the Town. I can't say much more than that (yet), but people should be outraged that an employee of a company could be permitted to actively seek to destroy what his company was working on. Not just speaking at a meeting but hiring lawyers, creating web pages, holding meetings, bumper stickers, contacting the mayor directly, marking up our plans, requesting private sit downs etc. You hit it on the head on your show when referencing the "followers" (you referenced on lady's comment on pricing). These folks don't know Jim is lying, these folks don't know his background or his conflicts. He stands there and calls this a 55 foot garage on the creek.....All they know is what you said, that their town is changing rapidly and they either yearn for yesteryear or they are not a part of the progress and we of course must tear down success or progress if we do not directly benefit. If you asked this group what is the alternative "vision" for handling the influx of people and businesses that are definitely coming, they have no answer. It's very easy to be a Facebook bully and lob comments and petitions from the darkness of a webpage but when tasked with finding solutions, or making positive suggestions, you get nonsensical, vapid feedback..... We know firsthand as Mr. Owens was invited and attended (during working hours) a meeting (see below) to discuss his groups concerns. We had no idea who he worked for at the meeting but offered nothing in the way of compromise or solutions to addressing his concerns.....look at who was at that meeting.....he leaves it and then his group spends months bashing these very people that took the time to meet with (council members, staff). They say everyone is on the take etc.....he never tells his group about this meeting but you can.....

PLAINTIFF'S EXHIBIT
1B

RE: Owens v. Crabtree, et al.

Broadcast Date: Monday, September 22, 2014

Start Time: 1:30:40

Bryan: Eight thirty-four Kevin, seventy-four degrees in Charleston, sixty-nine in Summerville. This is AM thirteen-forty and AM nine-fifty. The Voice. The Bryan Crabtree Show.

I first brought this up on Friday and I've done some more research over the weekend. Couple of enlightening comments. I want to do this – because I do this at the risk of – I feel like I don't want to make this a Mt. Pleasant show because it certainly isn't. It's about Summerville, Moncks Corner, Goose Creek, Charleston, Mt. Pleasant, the whole community and all the islands but I find some of the greatest examples sort of elevated. You know what I always say, you put money into something and it becomes more heightened, right? So, I get better examples out of Mt. Pleasant because a whole lot more money floating as it comes to development and real estate over there and this is the case on that whole parking garage thing on Shem Creek. If you've listened to the show hardly at all you've heard me talk about it and I brought up some things I had discovered that this guy, Jim Owens, who is the founder and leader apparently of Saving Shem Creek, which is a Facebook site on – around the low country. A group member's-only website of nearly a thousand people who are - is out attacking development of certain types and styles. And he's done this whole thing trying to illustrate what it would look like if we continued building this way is if though this was

PLAINTIFF'S EXHIBIT 2

even possible on Coleman, I mean he spent a lot of time and effort on it.

He actually works for the Engineering Firm who was instrumental and early in the development and design of the building that he's beating up. Think about that. Hypocrite, maybe, comes to mind. Disingenuous. Or, better yet, the word projection is one that comes to mind because one of the things that's a – I've been accused of in my coverage of this has been that I'm somehow in with the developer or I stand to profit from this situation and it's not that. My interest is more macro for the whole community. What makes the economic community of Charleston, Tri-county more healthy and maintains our lifestyle integrity? That's my thesis. That's my mission statement on this program. Hispic

But they're accused me of profiting from my opinions. Of course, I have ratings, I get paid, but beyond covering things the right way, I'm not getting paid for the development or not of that, but I'm wondering if there's something for him to gain working for a top engineering firm in Mt. Pleasant. If he's against the project they've already been paid to develop, maybe a redesign fee when it gets shortened?

And here's the thing about this page that's interesting. It shows the, here's a word we've been using lately, apathy of most of the thousand people on there. In some cases, ignorance, because they seem shocked that this project, which was approved years ago and had final approval many months ago, before they ever really got organized, that it's going to go forward. That they can't stop it. That they can't cause the developer who spent all this money with the founding member of the anti-development firm or group, he works for the firm that designed the building. Right? You follow that? But yet now he is against the building the firm which he receives his income from designed! Part or partially,

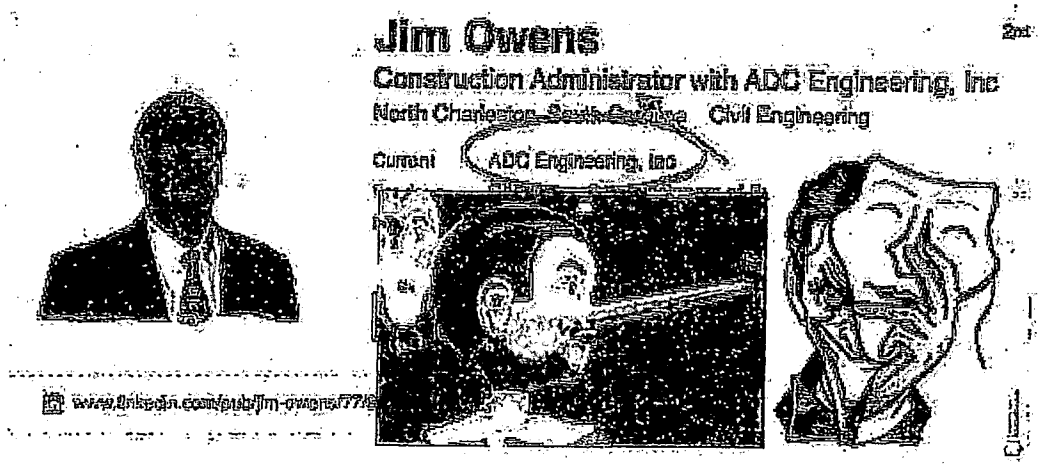
doesn't matter, but they were involved. Got to be something there. Got to be some reason that he's so invigorated to create this page and run this experience of bashing development. And within this page, I kid you not, on the top page, and they have allowed this to stay on there, there's a lady. I won't name her, because it's an innocent but ignorant comment but she said, "have you seen the property values and how much they're going up in Mt. Pleasant? My kids won't be able to live here like we were able to."

They don't understand basics of what

And if I were able to comment on the page, they will never let me become a member of the page because I would ransack their idiotic agenda by giving them facts. That is why I have talked about the story so much. Because some ignorant person has posted on that page of nearly a thousand people the very issue I'm concerned about. On one hand you want to block development, commercial and residential. On the other hand you're complaining about values. Because the people who are complaining about all of this development and the initiative of development in our tri-county, broad area do not understand that the senior population in our area is going to more than double over the next decade. People are going to continue moving here. We're going to have more people wanting to retire here than we've had in the past decade in the future decade. Henry McMaster running for, former Lt. General running for Lt. Governor, is talking about the grey tsunami which is how we handle that part of it. That's a factor. We have the growth as a result of Boeing. We have economic advancement that's going on. People are going to keep coming here and if we don't develop a plan to build the roadways out, to build the businesses and supporting retail out, and to build enough of the right kind of housing developments, we're going to have such sprawl, it's going to be miserable here.

I was leaving Atlanta yesterday, two o'clock on a Sunday afternoon and traffic was hell. We're not there yet on Sunday. We're there sometimes on Monday, but not on Sunday. We'll be there if we continue to let these kind of groups, like Saving Shem Creek with people like Jim Owens who are profiting from, indirectly or directly, from designing the projects that he's now online bashing. Can you say hypocrite? Can you say disingenuous? If you're that much against it, so much that you have to create a movement, you should resign from the group that's ruining your community, Jim. And for the poor lady complaining about her kids not being able to live in her beloved city of Mt. Pleasant because of prices going up, your group that you've joined is greatly contributing to it. I don't know what else to say so I'll end it there. It's eight forty-two. Our number is eight four three, seven two one, thirteen forty. It's seven two one, thirteen forty. What do you think? Also, have you heard about this? Fire fighters in the City of Charleston are being investigated over giving Thomas Ravenel a thumbs-up in a TV ad. Here's for ridiculous. That, next on the Bryan Crabtree show on AM thirteen-forty and AM nine-fifty. The Voice.

End Time: 1:37:15



Shocking Hypocrisy: "Saving Shem Creek" leading member's engineering firm (employer) designed building he wishes to destroy.

0 SHARES Facebook Twitter

Jim Owens, who is a founding/leading member and lead contributor to the Saving Shem Creek Facebook page (which boasts nearly 1000 members), is an employee of the firm that designed the project the group is most upset about (a four story building and two-level parking garage). What is the hidden agenda and/or financial gain, he may receive, from blocking a development his employer is profiting from creating? Bryan asks the question (later in the audio), "Why don't we start making our city better," instead of trying to "save it from being ruined?" Plus, one lady's comment on the Saving Shem Creek page made out of innocence and ignorance undermines their entire agenda. Listen:

PLAINTIFF'S EXHIBIT
3

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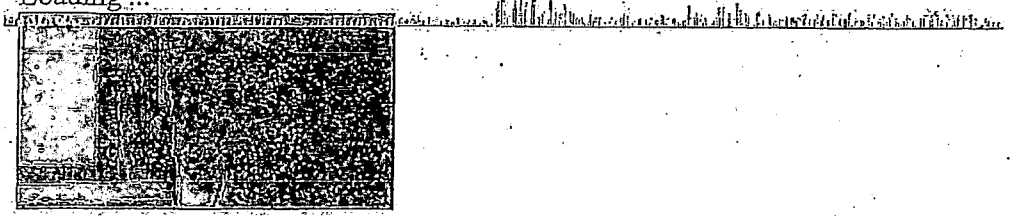

Podcast: Play in new window | Download

Gmail by Google

Bryan Crabtree <bcrabtreeiphone@gmail.com>

Jim Owens

Tyler Flesch <tyler@redtyadvisors.com> Mon, Sep 22, 2014 at 2:02 PM
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Tyler Flesch

Principal

Red Drum Capital Group LLC

400 Hibben Street #200

Mt. Pleasant, SC 29464

www.reddrumcapital.com

843-628-3595 (O)

843-696-3030 (M)

RED DRUM CAPITAL

From:
Sent: None
To: Bryan Crabtree
Subject: RE: Jim Owens

Just between us but I will include some documentation so you know your credibility is upheld in talking about this stuff. This guy is out of control and the fact he makes a living off of us commercial developers is so hyporcritical.....call this guy out, HARD

1. Termination Letter

2. E-mail from Jim Owens to the town's attorney to directly comment and kill our project's approval etc. I can't include it for evidentiary reasons, but he marked up our entire plan arguing his points, while his firm had a hand in that submittal. After the Town declined to meet with him (a private citizen outside of a public forum), he then hired an attorney to come meet with the Town (which they did).

PLAINTIFF'S EXHIBIT 4

There is more but all of this undermining and direct effort to stop our approvals is happening while we have his company as our engineer of record and paying fees etc.....

Tyler Flesch

Principal

Red Drum Capital Group LLC

400 Hibben Street #200

Mt. Pleasant, SC 29464

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843-628-3595 (O)

843-696-3030 (M)

RED DRUM CAPITAL

From: Bryan Crabtree [mailto:bcrabtreeiphone@gmail.com]
Sent: Monday, September 22, 2014 1:38 PM
To: Tyler Flesch
Subject: Re: Jim Owens

[Quoted text hidden]

---

2 attachments

Jim Owens E-mail Examples.rtf
3804K

ADC Termination Letter 091614.pdf
187K

Gil Kirkman

From: Bryan Crabtree <bcrabtreeiphone@gmail.com>
Sent: Saturday, October 18, 2014 9:15 AM
To: Gil Kirkman
Subject: Fwd: Jim Owens

See below from September 18 from the developer of the project - I thought this might interest you.

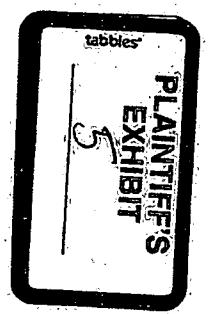
---------- Forwarded message ----------
From: **Tyler Flesch** <tyler@redtyadvisors.com>
Date: Thu, Sep 18, 2014 at 9:26 PM
Subject: Jim Owens
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

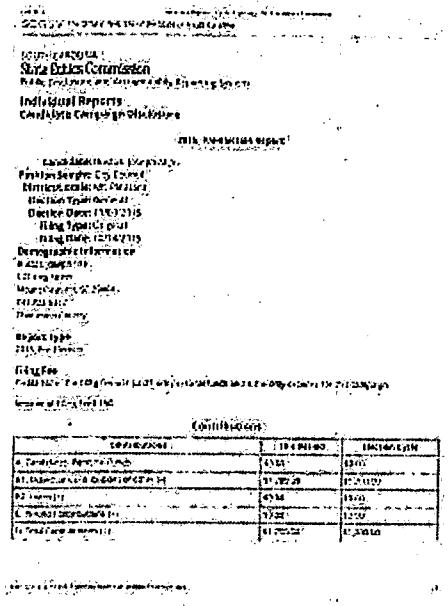
Bryan,

Just something that may interest you. I cannot comment on the air as a lawsuit will more than likely be filed. It turns out Jim Owens, the founder and vocal leader of Saving Shem Creek works for ADC Engineering https://www.linkedin.com/pub/jim-owens/77/871/320. ADC Engineering until yesterday (when I terminated them) was our engineer on the Shem Creek Project. So Mr. anti-development makes his living for one of the leading local engineering firms.....check out the saving shem creek facebook page in which he now claims to be a victim of intimidation but neglects to inform them that he works for the engineering group on the project and has huge conflicts and not to mention potential access to proprietary information. This guy is a serous fraud. Just thought you might find it interesting

--
Sincerely,

Bryan Crabtree
Buying or Selling a home? Housedog.com
Morning Drive Host @WQSC, AM 1340 &950 Radio, weekdays 7-10am.
& The Housedog.com Real Estate Radio Show 9am Saturday and 8am Sunday
843-343-4141 (Charleston phone)





LETTER TO EDITOR OF MOULTRIE NEWS:

PLEASE don't DESTROY Mt. Pleasant's vibrant economy and financial record!

I'm writing to you express a serious concern that could lead to a massive tax increase on the residents of Mt. Pleasant and, in a worst case scenario and city Bankruptcy.

There is a group of citizens working under the banner of Save Shem Creek Corporation. In its innocence, I believe it gained traction because people/donors of the group felt Mt. Pleasant was growing so fast it may collapse itself; they are sick of traffic and they are noticing that people are not very cohesive in the city anymore. It seems everyone is just living on little Islands. If that is their cause, I agree.

Unfortunately, the operation has turned into an unregistered and illegal Political Action Committee that I believe has morphed into a Kingmaker for political candidates that will block development at all costs. Aside from the fact, they are operating illegally in their significant influence of elections, there is a much greater concern for you, the residents of Mt. Pleasant.

Their actions, are destructive, uninformed and violent. Even one of their members was caught stealing campaign signs during the recent election.

Why should the 80,000 residents of Mt. Pleasant concern themselves with this? This group is suing the city. And the people you've just elected are members of this group. So your newly elected officials through Save Shem Creek are suing you. You voted for them and they are suing you. So they get to peer into the defense of the suit, they filed (or worse, direct the defense into the ground on behalf of your city for their political and/or financial benefit) How do you think

that is going to turn out?

Then, there are the developers. For my part, you can take all of the big national home-builders plowing down Mt. Pleasant, bundle them up and ship them out. They don't build great homes and they are ruining the community. I'd rather see small and medium builders (local or regional people with a stake in the community) build homes one at a time: Homes with character and integrity. But, we have a problem, in the city, with people building office buildings? Really? We need all the commercial tax base we can to pay for the services of all of these homes. Why does no one understand this?

Here's the problem: These anti-development folks are so mad they are trying to force the city to break agreements, binding development contracts for the sake of blocking any and all development. If they succeed (and I think they will), we get into a legal mess of the level you can't yet see or imagine. IS THE CITY BREAKING THE LAW BY BLOCKING THESE COMMERCIAL DEVELOPERS? The overwhelming answer I get form the legal community is "Yes."

What does this mean to you? In 3-7 year terms, I submit at least 12 or more developers will sue the city for what will equate to tens of millions of dollars, the city will spend millions in legal fees defending these suits and, in many cases, will lose. Mt. Pleasant's AAA credit rating will be downgraded as a result of the judgments, the cost of the city debt will skyrocket, and ultimately more debt will need to be created to perform on the judgments that these uninformed people have created by breaking the law. Bottom line: this group is creating an economic disaster for Mt. Pleasant that will lower your services, tax-base per resident, and cripple the city financially. Who will pay? YOU!

As a citizen, you must push back on people who cannot balance the culture of the city, with the inevitable reality of growth. What Save Shem Creek, and the like, is trying to do is akin to trying to stop inflation. The more you try to stop it, through policy, the more of it you get, until you choke on it.

Do you really want your City to be legally on the hook to pay developers for their damages and lost profits on buildings that never get built and taxes that are never paid? If you don't stand up against these ridiculous people, and their sick political aspirations, you/it will be.

Bryan Crabtree
Mt Pleasant Investor.
Resident of 17 years.
Radio Host – This is not for ratings or attention.
Real Estate Expert.

The BRYAN CRABTREE Show

The longer you listen, the smarter you'll get

Save Scam Creek; The Path to a Mt. Pleasant, SC City Bankruptcy.

SHARES Facebook Twitter

Without a resolution, The lawsuits being created by Save Shem Creek Corporation, its actions, its affiliated political candidates and it's disruption are putting the City of Mt. Pleasant on a path to Bankruptcy. At minimum it could drive your property taxes through the roof (doubling, tripling them). Does this sound over the top? It won't once you hear the radio on demand feature outlining the massive lawsuits the City is facing as a result of this illegal "taking" of property rights and political power through distortion by an inexperienced group of people who are violating campaign law to spread their message, elect their puppets and go behind the scenes of your City to create chaos intended, solely, to empower their political aspirations.

Save Scam Creek; The Path to a Mt. Pleasa... Spreaker
by BK Crabtree
00:00 | 07:24

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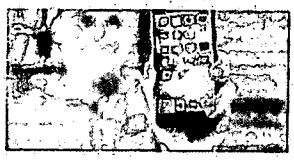
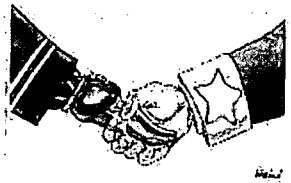


bryan crabtree @bryancrabtree 1h
RadioAnswer: Gary Varvel Political Cartoon, Nov 11, 2015 - 136602 j.mp/1Sll0cd #tcot #RadioAnswer pic.twitter.com/sh3YTc11rW



Tweet to @bryancrabtree

BLOG

RadioAnswer: Sam Seaborn is highly disappointing right now!... https://t.co/fE6qe83clh #Entertainment #redcup #tc... https://t.co/GAg7KB3o89
RadioAnswer: Sam Seaborn is highly disappointing right now!... https://t.co/fE6qe83clh #Entertainment

PLAINTIFF'S EXHIBIT 7

1 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON

3 JAMES C. OWENS,

4 Plaintiff,

5 vs. CASE NO. 2014-CP-10-625

6 BRYAN CRABTREE, KIRKMAN BROADCASTING, INC.,
D/B/A WQSC RADIO, and ADC ENGINEERING, INC.,
7
Defendants.
8

9 DEPOSITION OF: JEFFREY MARK DILLON

10 DATE: May 20, 2015

11 TIME: 3:55 PM

12
LOCATION: Nexsen Pruet, LLC
13 205 King Street
Suite 400
14 Charleston, SC

15 TAKEN BY: Counsel for the Defendants

16 REPORTED BY: Priscilla Nay,
Certified Shorthand Reporter
17

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES

19 Fast, Accurate & Friendly

20 Charleston, SC (843) 722-8414 | Hilton Head, SC (843) 785-3263 | Myrtle Beach, SC (843) 839-3376
21

22 Columbia, SC (803) 731-5224 | Greenville, SC (864) 234-7030 | Charlotte, NC (704) 573-3919
23

24

25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:
JAMES C. OWENS:

3

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4 ELTZROTH & DETRICK, PA
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Hampton, SC 29924
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jparker@pmped.com
7

8 ATTORNEYS FOR THE DEFENDANT
KIRKMAN BROADCASTING, INC.,
9 D/B/A WQSC RADIO:

10 PIERCE, HERNS, SLOAN & MCLEOD, LLC
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11 The Blake House
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12 Charleston, SC 29401
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13 willearly@phswlaw.com

14

ATTORNEYS FOR THE DEFENDANT
15 ADC ENGINEERING, INC.:

16 NEXSEN PRUET, LLC
BY: MOLLY HUGHES CHERRY
17 205 King Street, Suite 400
Charleston, SC 29401
18 (843) 577-9440
mcherry@nexsenpruet.com
19

20

ALSO PRESENT:

21

JAMES C. OWENS
22 GREG JONES
JAY PARKER
23

24 INDEX AT REAR OF TRANSCRIPT)

25

1 STIPULATION

2 It is stipulated by and among Counsel
3 that this deposition is being taken in accordance
4 with the South Carolina Rules of Civil Procedure,
5 Rule 30; that all objections as to Notice of this
6 deposition are hereby waived; that all objections
7 except as to form are reserved until the time of
8 trial; and that the deponent does not waive reading
9 and signing of this deposition.

10 * * * * * * * * * * *

11 MR. PARKER: We'll read.

12 JEFFREY MARK DILLON

13 being first duly sworn, testified as follows:

14 Q. Please state your full name.

15 A. Jeffrey Mark Dillon.

16 Q. And your address?

17 A. Home address is 10 Monte Sano, Hanahan,
18 South Carolina.

19 Q. And the business address?

20 A. 1226 Yeamans Hall Road, Hanahan South
21 Carolina.

22 Q. And your educational background?

23 A. I received a Bachelor of Science from
24 The Citadel in 1982 and a Master of Science from
25 Clemson University in Civil Engineering in 1978.

1 Q. You are now employed by ADC?
2 A. Yes.
3 Q. Who are the principals for the firm?
4 A. Currently the principals are myself,
5 Chris Cook, Jimmy Jones, Chris Gilger, Larry
6 Barthelemy, and Jeff Webb.
7 Q. Have you had a change-up in the
8 principals?
9 A. Yes.
10 Q. What brought that about?
11 A. Just the evolution of the firm,
12 something that we've been planning since 2007. So
13 it was nothing more specific recently, just part of
14 the planning of the firm.
15 Q. And obviously, you're familiar with
16 Mr. Owens who's here with us?
17 A. Yes.
18 Q. And he was employed with the firm for a
19 number of years?
20 A. Yes.
21 Q. And were you involved in hiring
22 Mr. Owens?
23 A. No.
24 Q. Did he work with you?
25 A. Not directly.

1 Q. What was your involvement at the firm
2 Mr. Owens over the years?
3 A. There were probably -- I'm speculating
4 on some of this -- some projects where we
5 communicated. Mr. Owens was in the civil
6 engineering department. I am the head of the
7 structural engineering department.
8 My recollection is that Mr. Owens was
9 more involved with construction administration. So
10 we probably did not interact very often at all
11 given everything we would communicate only with
12 architectural design, but if a structural issue
13 came up we probably spoke there.
14 Q. How many employees in 2014 did the
15 company have?
16 A. Approximately 60.
17 Q. How about now?
18 A. Approximately 55.
19 Q. You reviewed Mr. Owens' evaluations
20 while he was with ADC?
21 A. No.
22 Q. Would it surprise you he received
23 excellent ratings from his supervisors on his work?
24 A. No.
25 Q. Were all of your interactions with

1 Mr. Owens professional?
2 A. Yes.
3 Q. Did he do a good job?
4 A. To my understanding.
5 Q. Prior to this event here, are there any
6 negative things about Mr. Owens that you were aware
7 of?
8 A. No.
9 Q. When did you first learn the issues
10 that we're here about?
11 A. The first, I guess, was when I was
12 called to a meeting at Stubbs Muldrow Herin on
13 September 16.
14 Q. And who called you about that?
15 A. My direct client was Charles Muldrow.
16 Q. And he is an architect?
17 A. Yes.
18 Q. And did he call you and tell you why he
19 wanted to talk with you?
20 A. Yes.
21 Q. And what did he tell you?
22 A. He said that there was a problem with
23 one of our employees who was strongly objecting to
24 a project that we were involved in.
25 Q. And prior to September the 16th, did

1 you -- what work had ADC done on the project?
2 A. Our role on that project was as
3 structural engineer, primarily for the foundation
4 design. The perimeter design, wall design, and
5 some of the -- what I would call the secondary or
6 insulation structures of the building. So at that
7 point in time, we had some meetings.
8 My recollection is that we had done
9 some very preliminary work with the architect, just
10 looking at concept, things like that. I don't
11 believe at that stage we had any formal drawing
12 submission.
13 Q. Had you billed for any work at that
14 time?
15 A. I don't recall. I didn't look that up.
16 Q. Did you see what work had, in fact,
17 been done on the project as you prepared for the
18 deposition?
19 A. At this current time?
20 Q. Yes.
21 A. The amount of work now?
22 Q. No. What was done as of September 16,
23 what involvement had the firm had -- had --
24 A. I did not review that.
25 Q. What is your recollection as to what

1 y'all had done, if anything?
2 A. What I just stated, relative to
3 attending meetings and having conversations and
4 talking structural concepts. But I don't recall
5 that we had provided any formal drawings yet.
6 Q. And who do you recall meeting with
7 about the project?
8 A. Charles Muldrow.
9 Q. And how many times, if you recall?
10 A. I would say probably four to six times.
11 Q. Was there anything the architectural
12 was waiting on to put your services on go, so to
13 speak?
14 MR. CHERRY: Object to the form.
15 THE WITNESS: Not specifically that I'm
16 aware of for that language.
17 BY MR. PARKER:
18 Q. I assume they had to get approval of
19 from the city, the Town of Mount Pleasant?
20 A. I don't know about that part of it.
21 Q. Do you know whether they have approval
22 or not?
23 A. I do not.
24 (PLF. EXH. 1, 9/16/14 e-mail from
25 M. Dillon to G. Cook, was marked for

1 identification.)
2 BY MR. PARKER:
3 Q. I'm going to hand you what we've marked
4 as Plaintiff's Exhibit 1. Do you recognize that?
5 A. Yes.
6 Q. This is an e-mail that appears to be
7 from Tyler Flesch. Is that correct?
8 A. Yes.
9 Q. Do did you know who Mr. Flesch was?
10 A. As of this day, I did not.
11 Q. Did not?
12 A. I probably met him previously. I knew
13 that he was involved in the project.
14 Q. And you got apparently a number of
15 documents from Mr. Flesch in a Dropbox on that
16 date, yes?
17 A. Yes.
18 Q. On September 16 which documents were in
19 the Dropbox?
20 A. I don't recall specifically, but I
21 believe they where are various presentations
22 related to the Shem Creek Project.
23 Q. Do you recall who was relatively to the
24 Dropbox?
25 A. I don't know. I'd have to look.

1 Q. What was the significance?
2 A. Simply Jim's opposition to the project.
3 Q. Did Mr. Flesch then meet you?
4 A. We had met earlier in the day.
5 Q. Earlier, before this e-mail?
6 A. Before this e-mail.
7 Q. Where the did that meeting take place?
8 A. The office of SMHa, Stubbs Muldrow
9 Herin.
10 Q. They were in the same meeting that you
11 got called to come to?
12 A. Yes. Oh, yes.
13 Q. And I guess the e-mails at 2:51 say it
14 would have been before that, I presume?
15 A. It was.
16 Q. Then there's another e-mail that looks
17 to be at 5:15, I guess, but that was after that.
18 So the first documentation that you would have
19 received would have been at 2:51 PM --
20 A. I believe so.
21 Q. -- in the meeting at the architect's
22 office?
23 What did Mr. Flesch say?
24 A. He informed me of Jim's opposition
25 to the project. He informed me how unhappy he

1 was about the fact that he was an employee of ADC
2 Engineering. He informed me that we would be fired
3 from the job unless we fired Jim.
4 Q. And did he say what, in fact, Jim had
5 done wrong?
6 MR. CHERRY: Object to the form.
7 BY MR. PARKER:
8 Q. What was his complaint? I know --
9 A. In his opinion, it was his opposition
10 to the project.
11 Q. And did he know whether or not Jim even
12 knew about ADC's involvement in the project?
13 A. I don't know.
14 Q. Did you know about Jim's knowledge
15 about ADC's involvement in the project at that
16 point?
17 A. At that point, I did not know.
18 Q. And had you ever spoken to Mr. Owens
19 about the project?
20 A. No.
21 Q. And had you made any inquiry as to
22 whether or not he knew anything about ADC's
23 involvement prior to that?
24 A. No.
25 Q. Once you met with Mr. Flesch and

1 received these documents, did you make inquiry to
2 anyone about what Jim knew about the project?
3 A. I think it came up in various
4 conversations, but I don't believe I made a direct
5 inquiry.
6 Q. What did you learn about it?
7 A. Well, initially, whether he knew or did
8 not know wasn't the primary interest. It was
9 looking at his opposition to the project. It was
10 looking at our relationship with our clients. It
11 was looking at what we could do as the firm.
12 Those were more the issues that we looked at.
13 Q. And I presume that the architectural
14 had been a good client of the firms for sometime?
15 A. Yes.
16 Q. How much business a year would you have
17 been doing with the architectural firm?
18 A. I don't know a specific dollar amount,
19 but I would consider them one of our best clients.
20 Q. If you had top five clients that you
21 work for...
22 A. I would say they're top two.
23 Q. They're number two, the architectural
24 firm?
25 A. It's hard to say because you make other

1 clients jealous when you list them. I would stick
2 with top two.
3 Q. Okay. Who else would be on that list,
4 the top list?
5 A. That's where we make other clients
6 jealous again.
7 Q. Okay.
8 A. But we have worked with SMHa since
9 1990. Their firm was founded the same year that we
10 were. We think very highly of their firm. They
11 think very highly of ours to the extent that they
12 were the architectural designers of our new office
13 edition, something that we were very proud of. So
14 it was very prominent that they were a high profile
15 client of ADC.
16 Q. Who else was present at that meeting on
17 September 16 other than Mr. Flesch and the -- and
18 Muldrow, I think you said?
19 A. I believe Charles was actually out of
20 town, so I believe Sam Herin, his partner, was in
21 there in place of him. Charles was aware of the
22 meeting based on what they said, but Sam was
23 actually physically present. I remember Tyler
24 being there.
25 I believe one of his assistants was

1 there, but I don't remember his name and I believe
2 there was an assistant architect with SMHa, but I'm
3 not remembering who that was. It might have been
4 Chris Altman.
5 Q. Did you take any notes of that meeting?
6 A. Not that I recall.
7 Q. Was anybody there taking notes that
8 you're aware of?
9 A. Not that I recall.
10 Q. And I know we just spoke briefly about
11 what was said, but tell me everything you can
12 remember about what transacted at that meeting.
13 How long did it last?
14 A. I would say the meeting lasted probably
15 an hour. They went through a number of what they
16 considered evidenced of Jim's activity,
17 deliberating that he was very much against the
18 project, very much a part of a community group as
19 well as a leader of that group. I don't remember
20 the specifics, but in general that was the nature
21 of what they showed me.
22 They expressed their extreme
23 displeasure about it. Tyler was very upset, very
24 angry about it. If he would have had his way, I
25 would have called on the phone right there and had

1 Jim terminated from employment.
2 He couldn't understand why I wouldn't
3 immediately do that, pressed that issue quite hard.
4 And I said, well, I can't make any decision right
5 now, that we have to explore our options, and
6 that's the way I left the meeting. We really did
7 not talk technical.
8 It was all about the publicity that Jim
9 and his group were creating involving the project
10 and their reaction to it, their criticism of the
11 project, and, of course they wanted us to terminate
12 his employment.
13 Q. Who would have known with ADC about the
14 contract that you had for structural services on
15 the project?
16 Who all in the firm would have known
17 about the contract?
18 A. At the firm?
19 MR. EARLY: Object to form.
20 THE WITNESS: Myself, my administrative
21 assistant, Wendy. Our bookkeeper does that.
22 That's probably about it.
23 BY MR. PARKER:
24 Q. How about the other principals in the
25 firm?

1 Would they have known about it?
2 A. I don't know.
3 Q. Do you recall talking about it with any
4 of the other principals about the project?
5 A. Not prior to that date.
6 Q. And so as far as -- as of September 16,
7 the remainder of the principals would not have
8 known of ADC's involvement with the project --
9 MR. CHERRY: Object do the form.
10 MR. EARLY: I object.
11 BY MR. PARKER:
12 Q. -- to your knowledge?
13 A. To my knowledge, I don't recall if we
14 discussed it or not. We often discussed large
15 projects which for that one -- for that project it
16 was considered a large project for me within my
17 structural group.
18 So there is a -- there is a good
19 likelihood that it was brought up in conversation,
20 but I don't know specifically.
21 BY MR. PARKER:
22 Q. But you don't recall any specific
23 conversation about it?
24 A. Correct.
25 Q. If in fact -- does the firm have any

1 type of conflict checks to see if this there's
2 conflicts between projects or whereby you're
3 representing clients that may have opposing
4 positions on some issue?
5 A. We are aware to relative to --
6 if there's a -- a client issue, but this was not a
7 client issue. There was no conflict relative to
8 our client.
9 Q. Well, if Mr. Owens was working for ADC
10 and he informs management that he has opposition to
11 the project to let them know if, in fact, they did
12 know that y'all had a contract with the project
13 that he was opposing, wouldn't you have some
14 obligation to advise Mr. Owens of that?
15 MR. CHERRY: Object to the form.
16 THE WITNESS: I'm not sure I understand
17 the question.
18 MR. PARKER:
19 Q. The question -- let's go again. We'll
20 try it again.
21 If, in fact, the project for Shem
22 Creek, the garage there -- if, in fact, Mr. Owens'
23 supervisor knew about that contract that you had
24 and if, in fact Mr. Owens, had advised that
25 supervisor or one of the principals that he was

1 going to oppose the project shouldn't the principal
2 advise Mr. Owens of the potential conflict?
3 MR. CHERRY: Object to the form.
4 THE WITNESS: I really don't know what
5 would happen in that case. We have never had it
6 happen before.
7 BY MR. PARKER:
8 Q. Wouldn't you think that that would be
9 the advisable thing to do?
10 MR. CHERRY: Object to the form.
11 THE WITNESS: In a purely speculative
12 manner, with hindsight, I would ask actually expect
13 the employee to go straight to the specific project
14 manager for that project, which would be me.
15 BY MR. PARKER:
16 Q. How about if he didn't know about it,
17 the employee?
18 A. Then he couldn't say if he didn't know.
19 Q. Right. But if the principal knew about
20 it then he should have advised the employee, should
21 he?
22 MS. CHERRY: Object to the form.
23 THE WITNESS: Well, there could have
24 been discussion at that point in time, but that is
25 not what happened relative to the initial --

1 relative to opposition to a project and someone's
2 feelings on that project in a very private manner.
3 We respect that. I would not have gone to an
4 employee if they were acting solely on a private
5 basis on their own time. I would not have gone to
6 an employee and said stop.
7 BY MR. PARKER:
8 Q. Even if ADC had a contract to work on
9 the project?
10 A. Correct.
11 Q. How about if they were taking a public
12 position against the project?
13 A. That's what I'm talking about.
14 Q. You would not have gone to the
15 employee?
16 A. As long as they were keeping it in
17 their private sphere on their own time.
18 (PLF. EXH. 2, 9/16/14 handwritten notes
19 entitled "Shem Creek", was marked for
20 identification.)
21 BY MR. PARKER:
22 Q. I'm going to hand you Exhibit 2. If
23 you would, tell me if you can recognize Exhibit 2.
24 A. Okay. This appears to be notes that I
25 took.

1 Q. Okay. This is on 9/16/14?
2 A. Yes.
3 Q. Where did you take those notes?
4 A. In the meeting I had at Stubs Muldrow
5 Herin.
6 Q. This would be you writing down what you
7 were being told?
8 A. Yes.
9 Q. And let's go over -- it says: Parking
10 agreement. Is that what the first writing says?
11 A. It appears so. I have to decipher my
12 own handwriting sometimes.
13 Q. And the next says truthfulness,
14 wrongful statements.
15 A. Yes.
16 Q. Is this what Mr. Flesch is relaying to
17 you?
18 A. That's correct.
19 Q. And he's relaying to you what about
20 truthfulness?
21 A. It was his opinion that Jim was not
22 being truthful and that it was he that was issuing
23 wrongful statements.
24 Q. And what wrongful statements did he say
25 that Mr. Owens was stating, what he was stating

1 wrongfully and truthfully?
2 A. I don't remember specifics.
3 Q. And next is e-mails during working
4 hours. Is that something he told you also?
5 A. He mentioned that meetings during
6 working hours, work hours. Yes.
7 Q. Accessing company information. Is
8 that -- did I read that correctly?
9 A. That's correct.
10 Q. And do you know what he's talking about
11 do or do you recall?
12 A. I don't recall specifically there.
13 Q. And next is David Pagliarini, said
14 he -- attorney, I guess. I do know he is the city
15 attorney is why I'm saying that. Do you know why
16 he mentioned that?
17 A. I don't recall.
18 Q. And then he has the major under that?
19 A. Yes.
20 Q. What --
21 A. I don't recall the mention specific to
22 those other than stating their involvement with the
23 project.
24 Q. And then it says: Possible suit
25 against ADC?

1 A. Yes.
2 Q. He was threatening to sue ADC?
3 A. Yes.
4 Q. And what was he going to sue ADC about?
5 A. I don't know, but he was threatening.
6 Q. And what was his demeanor?
7 A. Very upset.
8 Q. Was he very angry?
9 A. Yes.
10 Q. And, I assume, directing it towards
11 you?
12 A. Yes.
13 Q. And it says: What rights does ADC have
14 to fire Jim?
15 A. Yes.
16 Q. Is that a question he asked or is that
17 something you posed?
18 A. I believe that was a question he asked.
19 Q. And it says: Jim shall not be the
20 front man. Is that -- did I read that correctly?
21 I'm not sure about that, the front.
22 A. Yes. I believe that's front man and I
23 believe he was talking about him being the front
24 man for the Shem Creek operation group.
25 Q. And it says: Direct ACD benefit in

1 making calls?
2 A. I don't recall what was that was about.
3 Q. Conversations with him. He will be
4 sued for not being truthful.
5 A. I believe that they had some
6 conversation or an accusation that he had made
7 against Jim, that he was not being truthful.
8 Q. It says: June 9, 2014 meeting at 9:00
9 AM.
10 A. I believe that was just referencing a
11 previous meeting on the project.
12 Q. And it says: Attacking council
13 members. Jim will hurt ADC. Is that correct?
14 A. That was his opinion.
15 Q. E-mails from Jim during the day,
16 Comcast, Facebook posts during today. Is that
17 correct?
18 A. That's what it says.
19 Q. Is that what he told you?
20 A. Yes.
21 Q. And then you'll have to read the next
22 one.
23 A. I believe it says: Challenging parking
24 agreement. The next line says: After town
25 approved plans and then the next line he's asking

1 did he use his association with ADC to get meetings
2 or people to accept his calls.
3 Q. And then it next says: Tex Smalls?
4 A. Yes.
5 Q. And what --
6 A. He was making a broader threat relative
7 to the fact that ADC does a good bit of work with
8 Walmart, and while Walmart is not specifically
9 involved with the Shem Creek Project that
10 Tex Smalls is and that that would hurt our
11 ability to get future work.
12 Q. So he was generally -- what was the
13 purpose of the meeting insofar as what you
14 discerned from what Mr. Flesch said?
15 A. The purpose of the meeting is what
16 we've already noted, that he wanted to let me know
17 about Jim's activity. He wanted to express his
18 displeasure over what was going on. He wanted to
19 express his displeasure with ADC. I remember one
20 of his comments was, how can I make pay you when
21 you may him, again threatening a lawsuit for ADC,
22 threatening a lawsuit against Jim, and then in
23 essence demanding that we fire Jim.
24 Q. And had you paid you any money at that
25 point in time?

1 A. I don't recall. We'd have to look into
2 the accounting.
3 Q. But as far as you knew, he had not?
4 MS. CHERRY: Object to the form.
5 THE WITNESS: I don't remember.
6 (PLF. EXH. 3, 9/16/14 letter from S.
7 Herin to M. Dillon, was marked for identification.)
8 BY MR. PARKER:
9 Q. MR. PARKER: Next, I'll hand you
10 Exhibit 3. Is this a letter you served from
11 Mr. Herin that was terminating the agreement?
12 A. Yes.
13 MS. CHERRY: Counsel, do you have a
14 copy for me?
15 MR. PARKER: Sure. I'm sorry.
16 MR. EARLY: Thank you.
17 MR. PARKER:
18 Q. When did this take place, the letter?
19 Did you get it after or before the meeting?
20 A. The meeting, I believe, was on the 13th
21 and this letter was the 16th.
22 Q. Your notes are dated the 16th is why I
23 ask that had if you'll look at Exhibit 2.
24 A. Okay. You're right. The meeting was
25 the 16th. I believe I actually received this on

1 the 18th.
2 Q. Been a couple of days later. It's
3 dated the 11th.
4 A. It was a couple of days.
5 Q. Did you receive it in the mail?
6 A. I believe he sent it by e-mail.
7 Q. Did you call Mr. Herin or Mr. -- Mr.
8 Muldrow or anyone else about this after you got it?
9 A. I did not.
10 Q. Why not?
11 A. Well, I knew it was final, first of
12 all. At that stage because of Jim's involvement at
13 that point in time it was my understanding that Jim
14 was acting as a private citizen we had determined
15 that that was something we were going to respect
16 and so at that point in time we had decided not to
17 fire Jim.
18 They knew that so we proceeded with the
19 termination of ADC Engineering.
20 Q. Did you tell Mr. Flesch you were not
21 going to fire Jim?
22 A. I told Charles Muldrow.
23 Q. When did you tell him that?
24 A. It was a phone call. It was probably
25 the next day after the meeting. So I'm going to

1 say it was the 17th.
2 Q. And when you told him that?
3 A. I don't remember exactly what he said,
4 but I recall it was more along the lines of a
5 disappointment he could stay on the project we were
6 specifically called by the development team to be
7 on the project we were not -- in addition to the
8 fact we do so much more with Stubbs Muldrow Herin,
9 I believe that we were always their first choice
10 for engineering relative to their projects.
11 So it was disappointment that we
12 wouldn't be continuing on, disappointment that we
13 couldn't work it out. He didn't specifically say
14 that there was disappointment that we couldn't take
15 action against Jim at that time, but I believe that
16 was part of it.
17 Q. Did you later have a conversation with
18 either Mr. Muldrow, Mr. Herin, or anyone else with
19 Stubbs Muldrow about firing Jim?
20 A. No.
21 Q. Did you have any further conversation
22 with them about the Shem Creek office and parking
23 deck project?
24 A. No.
25 Q. This was the last of your conversation

1 with anyone with the architect?
2 A. Yes.
3 Q. And what did you do on the 16th?
4 What else did you do about the project
5 itself?
6 A. I don't believe I did anything. It was
7 over.
8 Q. Did you do anything else about Jim's
9 involvement in the opposition to the project?
10 A. At that point, no.
11 (PLF. EXH. 4, 9/16/14 handwritten notes
12 entitled "Meeting...", was marked for
13 identification.)
14 BY MR. PARKER:
15 Q. Let me hand you what's marked as
16 Exhibit 4. And Exhibit 4 appears to be notes of
17 the meeting that was held on the 16th, or at least
18 it's dated the 16th.
19 A. Okay.
20 Q. Does this refresh your memory?
21 A. It really doesn't. I'm not sure who
22 wrote this.
23 Q. You don't recognize the handwriting?
24 A. I don't believe, no. It's not mine. I
25 don't know who wrote it.

1 Q. Well, it says it's a meeting between
2 Mark, Chris, Greg, and Steve?
3 A. Yes.
4 Q. And do you recall a meeting on the
5 16th?
6 A. There were a number of meetings during
7 that time relative to, you know, the Shem Creek
8 issue. While we didn't have any further discussion
9 about the project, trying to get the project back,
10 there were other meetings.
11 There was certainly a concern about
12 being threatened with a lawsuit. So, yeah, there
13 were other meetings relative to that.
14 Q. And these notes, that's Exhibit 4?
15 A. Yes.
16 Q. Exhibit 4 states, Mark -- structural
17 has -- I think it is -- should be has been fired
18 from Mount Pleasant parking garage.
19 A. Yes.
20 Q. Jim has numerous Facebook posts about a
21 lawsuit. Do you know what that was about?
22 A. Simply restating that he was involved
23 with the opposition.
24 Q. Was there a lawsuit being filed by the
25 opposition or do you know?

1 A. I know that there was -- there were
2 threats. I don't know the actual standing of any
3 lawsuit.
4 Q. It says, challenge parking agreement.
5 Do you know what that's about?
6 A. I believe they were challenging the
7 parking agreement between the city and developer.
8 Q. It said, made comments about council
9 taking bribes. What does that mean?
10 A. Just an accusation.
11 Q. Who made the accusation?
12 A. As far as I recall, the developer
13 believed Jim accused the council of taking bribes.
14 Q. And that would be Mr. Flesch?
15 A. Yes.
16 Q. And that would be in the meeting that
17 you had at the architect's office?
18 A. Yes.
19 Q. And it says, intimidation from
20 developer. What is that about?
21 A. I don't remember specifically. It
22 could have been the intimidation that they were
23 trying to put on our firm. Beyond that, I'm not
24 sure.
25 Q. And did you feel like -- I mean, I

1 guess you didn't feel like it, but he told you
2 needed to fire Jim. Is that correct?
3 A. He did.
4 Q. And is that what you meant by the
5 intimidation?
6 MS. CHERRY: Object to the form.
7 THE WITNESS: His attempt at
8 intimidation.
9 BY MR. PARKER:
10 Q. Facebook posts and e-mails during work
11 hours, that again would be what Mr. Flesch told you
12 at the meeting?
13 A. Yes.
14 Q. Said: Stated Jim was there at June 9th
15 meeting at 9 AM. And then: Was Jim there and did
16 he post this time? Is that correct?
17 A. Yes.
18 Q. And then you struck out the next part
19 of it. I've got a redacted copy later, but I don't
20 think that's privileged.
21 MS. CHERRY: No. I agree with you.
22 BY MR. PARKER:
23 Q. And as a result of the threats of
24 suing, the firm being sued, did you contact
25 Ms. Cherry about the threats?

1 A. Yes.
2 Q. And the purpose of checking with her
3 was to find out your legal rights about the
4 threats?
5 A. Yes.
6 Q. Did you -- are there any documents that
7 you generated, not to Ms. Cherry, but within the
8 firm about the threats being made against the firm?
9 A. I don't recall.
10 Q. Did you circulate anything, ask him
11 about what the other principals thought about it?
12 A. We met, but I don't remember if there
13 was anything in writing.
14 Q. Who all was at the meeting and when was
15 that?
16 A. There was probably more than one
17 meeting. I don't remember how many. I would say
18 that it would be the four partners at that time,
19 which was myself, Chris, Greg, and Rick.
20 Q. And where did you meet?
21 A. At the office.
22 Q. And what decisions were made about the
23 threats of the lawsuit?
24 A. As far as the threats of the lawsuit,
25 we probably just said, well, we've got to see if

1 they carry through on it. There's not really much
2 you can do until you're actually presented with a
3 lawsuit.
4 Q. And did you retain Ms. Cherry to
5 represent you in that potential lawsuit?
6 A. She was already, I guess, the correct
7 term is on retainer.
8 Q. Okay.
9 A. Anyway, she was already considered the
10 firm's lawyer for various aspects of personnel
11 issues. We had worked with her in the past. So
12 she was already a part of our counseling group. I
13 don't remember specific conversations relative to
14 the lawsuit.
15 Again, I don't know that we were too
16 terrible concerned until we saw it.
17 Q. What is the next thing that you now
18 know happened about Jim Owens and Saving or Save
19 Shem Creek, however you want to say it?
20 A. I don't really have a timeline of what
21 he did with the group. I'm not sure of what was
22 next.
23 Q. When was Jim advised about the threats
24 that Mr. Flesch had made against ADC and so forth?
25 A. I don't recall the actual date. I

1 believe Chris and Greg talked with him next,
2 whenever that was. It was a fairly short
3 timeframe.
4 I believe Jim was dismissed on the
5 23rd. So, you know, it all happened somewhat
6 quickly, but I don't remember the exact sequence of
7 who talked next.
8 (PLF. EXH. 5, 9/18/14 meeting note, was
9 marked for identification.)
10 BY MR. PARKER:
11 Q. Let me hand you this. Exhibit 5
12 appears to be some notes of 9/18. It says, Chris,
13 meeting? At the top, meeting note?
14 A. Okay. Yes.
15 Q. Is this Chris's notes of the meeting
16 you had that you recall, if it is?
17 MS. CHERRY: Object to the form.
18 THE WITNESS: I believe this is the
19 meeting notes of Chris's and Greg's meeting with
20 Jim.
21 Q. And it said responded to Jim's request
22 to meet with Greg and I. Jim came to my office.
23 Greg and I asked Jim what he wanted to say or ask.
24 Jim said he was shocked by the letter and did not
25 expect it.

1 That letter has already been admitted.
2 We'll talk about it, but it was a letter --
3 evidence preservation letter. Did you receive one
4 of those also?
5 A. Yes.
6 Q. And said, didn't know how they got his
7 work e-mail address. He has attempted to be honest
8 and positive through this whole event. Is that
9 correct? Is that what he said?
10 A. It says that, yes.
11 Q. The he tried to make it negative. He
12 tried to be positive and stick with the facts.
13 Next it says: I asked if he sent anything from ADC
14 and he said he never sent an e-mail out to anyone
15 from ADC.
16 He said he would send some things here,
17 where he edited -- would edit them and send them
18 back to his personal e-mail.
19 A. That's correct.
20 Q. He doesn't post a social media from his
21 desktop, but did from his ADC phone while at the
22 office. Greg asked if he had stored anything on
23 his computer at ADC and Jim replied no.
24 Jim apologized for what is happening.
25 He never intended for anything to affect his family

1 or ADC. Quote, he has nothing to hide. He doesn't
2 realize they were a client, made a point not to
3 mention ADC or include ADC in any decisions.
4 We indicated that this was unchartered
5 waters for us. We don't know what we can ask or --
6 can't ask or say. We must ask our attorney.
7 Jim referenced the previous
8 conversation that he and I had regarding his
9 involvement related to the Shem Creek Project. He
10 remembered that I asked him to keep ADC of out of
11 it, that he had right as a private citizen to a
12 oppose --
13 A. Right.
14 Q. -- but ADC could not be brought into it
15 in any way and his goal was to keep ADC out of it.
16 Did you ask any of our your other
17 principals as to whether or not they knew of the
18 firm's involvement in the parking garage?
19 A. Not that I know of.
20 Q. Have y'all discussed that?
21 I'm talking about afterwards at any
22 time up to today's date?
23 Have you discussed that with them?
24 A. After my meetings with Stubs Muldrow
25 Herin I did meet with my partners and we discussed

1 the project. So I can certainly say that at that
2 point in time they knew about the project.
3 Q. I'm talking about to ask them whether
4 or not they knew about it prior to that time so as
5 they could have informed Mr. Owens about ADC's
6 involvement in the project.
7 MS. CHERRY: Object to the form.
8 THE WINES: Not about prior knowledge.
9 BY MR. PARKER:
10 Q. You have not discussed that?
11 A. No.
12 Q. Have you learned what they knew about
13 it or who knew what?
14 A. We haven't discussed it.
15 (PLF. EXH. 6, 9/16/14 e-mail from
16 T. Flesch to M. Dillon, was marked for
17 identification.)
18 BY MR. PARKER:
19 Q. I'm going to hand you Exhibit 6.
20 MS. CHERRY: Do you have a copy for me?
21 MR. PARKER: I do.
22 MR. EARLY: Is this 6, Johnny?
23 MR. PARKER: Yes.
24 BY MR. PARKER:
25 Q. Exhibit 6 appears to be an e-mail

1 exchange that you had, from Tyler Flesch to you,
2 on September 16th.
3 A. Yes.
4 Q. I assume that was after the meeting?
5 A. Yes.
6 Q. In this he said: I will include one of
7 four presentations he has made to date about the
8 deck at counsel meetings which are riddled with
9 inaccuracies and exaggeration.
10 Did I read that correct?
11 A. Yes.
12 Q. Did you look at those and did you find
13 any inaccuracies and exaggerations?
14 A. I did look at the information that he
15 sent. I would not be a good job of whether there
16 were accuracies or inaccuracies.
17 At that stage of the project, the
18 primary aspect of the project were things like the
19 parking agreement that had been previously
20 mentioned, the aspect of the development, possibly
21 height or setback issues, and those simply are
22 issues that I'm not involved with. As a structural
23 engineer, we don't deal with those items.
24 Q. What else was included in this material
25 that Mr. Flesch e-mailed to you, if you recall?

1 A. I don't remember the specifics. Again,
2 it was general information relative to Jim's
3 opposition to the project.
4 Q. I assume that -- this information in
5 the Dropbox information you received, as far as you
6 know, you still have it in some form?
7 MS. CHERRY: I object to the form.
8 THE WITNESS: As far as I know.
9 BY MR. PARKER:
10 Q. As far as you know, you still have it?
11 Can I ask you a question?
12 Do we have that?
13 MS. CHERRY: Johnny, I don't know.
14 MR. PARKER: I haven't seen anything we
15 could identify.
16 MS. CHERRY: Sure.
17 THE WITNESS: It was the same
18 information that was publicly available.
19 BY MR. PARKER:
20 Q. It was all public information?
21 A. It was. I don't remember him sending
22 me anything that wasn't considered already out
23 there.
24 (PLF. EXH. 7, 9/8/14 e-mail from T.
25 Flesch to M. Dillon, was marked for

1 identification.)
2 BY MR. PARKER:
3 Q. I'm going to hand you Exhibit 7.
4 Exhibit 7 is an e-mail -- a couple of them -- from
5 Tyler Flesch to you on September 18?
6 A. Yes.
7 Q. In this, he is advising you that the
8 town is now aware that Jim is an employee of ADC?
9 A. Yes.
10 Q. Did he tell you that he -- in person
11 that he had advised the town that he was -- that
12 Jim was employed with ADC or was this your first
13 knowledge of it being put out there that Jim was an
14 employee of ADC?
15 A. I honestly don't remember the timing of
16 when I was made aware of the knowledge of Jim being
17 an ADC employee relative to any of those council
18 dealings.
19 My perception today, which would have
20 been the same then, is that Jim was well known in
21 the community, that it would have been known that
22 he was an ADC employee. So I don't think that was
23 necessarily news to me nor would I have expected it
24 to not be known.
25 Q. Do you know of any time in which

1 Mr. Owens presented himself as an employee of ADC
2 in any of his opposition to the Shem Creek Project?
3 A. I do not.
4 (PLF. EXH. 8, DESCRIPTION, was marked
5 for identification.)
6 BY MR. PARKER:
7 Q. I'm next going to hand you Exhibit 8
8 which is an e-mail that you were included on. In
9 this e-mail, Exhibit 8 says -- this is from Steven
10 Truschka. It says, hey, I wanted to get your
11 thoughts on this before meeting today at noon so we
12 can discuss this. Thanks.
13 Did you have a meeting on September 22
14 at noon?
15 A. To the best of my recollection, we did.
16 Q. What was the purpose of that meeting?
17 A. Well, based on the e-mail below, it was
18 probably to discuss where ADC's reputation stood,
19 to discuss what damage we felt had been done
20 relative to the events.
21 Q. It says: One thing we should consider
22 is to bring Warren in on the general, not specific,
23 issue. Who is Warren?
24 A. Warren Pruitt who leads our landscape
25 architecture division. The reason that that's

1 important is that Warren was the lead designer on
2 the Mount Pleasant Waterfront Park, a very
3 prominent project in Mount Pleasant, a very
4 successful project in Mount Pleasant.
5 We were aware that there was a Phase II
6 coming up and Warren would be the one who would put
7 our package together, who would represent us to the
8 city, who would lead the interview.
9 He was the one had the contacts because
10 of his involvement with the first waterfront park.
11 So we felt it was -- or at least I did. It was my
12 e-mail originating here.
13 I thought it was important for Warren
14 to be made aware because it appeared the Town of
15 Mount Pleasant was upset with us and that this
16 could hurt our chances for getting Phase II, which
17 we thought would be a natural project for us.
18 We thought because of their tremendous
19 pleasure with Phase I, how could they give it to
20 anyone else. We thought they would want to
21 continue with us. As time has proven, we have
22 since interviewed for Phase 2.
23 We were short-listed. We were
24 interviewed, but were we were not selected and we
25 believed this has had something to do with that.

1 Q. Exhibit 8, you state in there that the
2 issue with Mount Pleasant town officials to see
3 what he has heard and which council members he is
4 close to and maybe can talk to begin to restore our
5 representation. What did you mean by that?
6 A. Well, we were being told through the
7 architect and through the developer that the town
8 was very upset with us. They felt like we should
9 have quite honestly throttled Jim, told him not to
10 speak out, possibly fired him, and we did none of
11 those things.
12 So they were very upset with us and
13 that was hurting our professional representation.
14 As engineers, we simply try to do a good job for
15 people. We try to provide them the engineering
16 service that they need as opposed to playing
17 political games.
18 We try to be very unpolitical as a firm
19 and just go about our work and our business. So we
20 were looking into what damage there was to our
21 reputation and what repair we could do to that.
22 Q. Did you tell Mr. Flesch at this meeting
23 you were unaware of Jim's involvement?
24 A. You're referring to the meeting on the
25 16th?

1 Q. Correct.
2 A. Yes. At that time, I was unaware and I
3 did tell him that.
4 Q. Did he seem to believe you?
5 A. I don't know. I don't get on Facebook.
6 Again, I don't seek out political issues so it's
7 not a surprise that I was unaware at that time.
8 (PLF. EXH. 9, 9/8/114 e-mail from
9 T. Flesch to M. Dillon, was marked for
10 identification.)
11 BY MR. PARKER:
12 Q. I'm going to next hand you Exhibit 9.
13 In Exhibit 9 at the bottom is an e-mail to you from
14 Tyler Flesch.
15 A. Yes.
16 Q. In this he attached a Facebook post
17 made by Jim up at the top --
18 A. Yes.
19 Q. -- and he seemed to take some offense
20 at the post that Jim made.
21 A. It appears that he did.
22 Q. Did you find anything offensive about
23 the post?
24 A. I really don't have an opinion about
25 it. Again, it's in dealing with issues that as a

1 structural engineer I don't deal with.
2 Q. In reading it as an ordinary person, do
3 you see anything offensive about it?
4 MR. EARLY: Object to the form.
5 THE WITNESS: As a regular citizen
6 reading that, it appear accusatory. It appears
7 that Jim is asking for information that possibly is
8 being hidden by Mount Pleasant. So, yeah, it's a
9 little bit offensive actually.
10 BY MR. PARKER:
11 Q. It said: I would ask Major Page to
12 give us a public announcement. I assume it said,
13 in response, give us your response. What say you,
14 Linda Page? Please give us your response. Do you
15 find that offensive?
16 A. Again, from a citizen point of view,
17 because these are issues I don't deal with on a
18 professional point of view, it does. It seems like
19 there's a little bit of an accusatory tone that the
20 mayor and city council could be hiding information.
21 Q. I am eager to -- I assume it says to
22 see the stamp site plan along with comments from
23 stamp staff. I have asked legal for the
24 information. Please share with us the news. Do
25 you find anything offensive about that?

1 A. The same things I've already mentioned.
2 Q. Mr. Flesch tells you also: Jim was
3 interviewed again on TV and expressed his opinions.
4 This is completely unacceptable, especially
5 considering the conversation you and I have had.
6 I would highly suggest that your
7 partners and myself meet in the very near future
8 before this gets even more out of hand. Is that
9 what it says?
10 A. It does say that.
11 Q. Did you, in fact, meet with Mr. Flesch
12 again?
13 A. No.
14 Q. Did you talk with him on the telephone?
15 A. I don't recall.
16 Q. Did you have any written correspondence
17 with him after this?
18 A. I again don't recall. There may have
19 been an e-mail or something back and forth, but at
20 this time this is the 18th, which I believe was the
21 same day we received the termination letter. So at
22 that point we were fired from the project. If
23 Tyler needed to take further action, if he needed
24 to sue ADC, he was going to, no matter what we did.
25 So I don't know that I was eager to go back and

1 contact him.
2 (PLF. EXH. 10, 9/8/114 e-mail from
3 R. Cook to C. Cook, was marked for identification.)
4 BY MR. PARKER:
5 Q. I'm going to hand you Exhibit 9. Is
6 this an e-mail you received from Chris Cook?
7 MS. CHERRY: Johnny, for the record, I
8 think that should be 10.
9 MR. PARKER: It's 10? It is. Sorry.
10 We marked it.
11 BY MR. PARKER:
12 Q. Exhibit 10 is from Rick Cook to Chris
13 Cook, copy to yourself. It says if he is sending
14 these from office computer during office time my
15 opinion will likely change, this involving ADC
16 property intended or not.
17 Do you know what that's referring to?
18 A. My recollection is that the
19 conversations we had up to that time relative to
20 the conversations concerning Jim's employment were
21 that we could not, we could not, that Jim was
22 acting on his own time as a private citizen and
23 that we are not going to terminate him. That was
24 also part of us getting terminated from the job by
25 Stubbs Muldrow Herin. Evidently, something came up

1 with this relative to knowledge of Jim possibly
2 sending information from the office computer during
3 office hours.
4 So Rick is stating his opinion about
5 now not firing Jim could be changing.
6 Q. Did, in fact, you establish that Jim
7 had sent anything from his office computer, on
8 office time, concerning this to anyone other than
9 himself?
10 A. We did --
11 MS. CHERRY: Object to the form.
12 BY MR. PARKER:
13 Q. Go ahead.
14 A. We did essentially confirm that he did.
15 Q. And what did he send?
16 A. I don't remember the full record of all
17 that he sent, but as a result of the preservation
18 of evidence letter we had our IT person, Michael
19 Graham, go through and preserve the evidence as
20 directed to do so in the letter and as such he did
21 find e-mail correspondence.
22 I believe we also found documents that
23 he had worked on, various drawings presentations,
24 et cetera. I believe there was a PowerPoint
25 presentation, but, again, I'm not perhaps the best

1 one to state all that was involved. But there were
2 a number of documents that we found that were on
3 computers at the company.
4 I believe we also found that the
5 company cell phone had been used a number of times
6 relative to texts and posts and things like that.
7 Q. What is the policy of ADC concerning
8 use of an office cell phone?
9 A. Well, various employees do get office
10 cell phones. It would be unrealistic to think that
11 there's not an occasional personal use. But the
12 key point in all of that is that it not be
13 excessive and it not do harm to ADC, that it not be
14 in any way a debt related to ADC.
15 One of the overriding things as
16 partners -- and, gosh, we've been talking about
17 this a lot recently with the new juror partners, we
18 have to look out for everything everyone's best
19 interest.
20 We refer to ADC relative to -- as an
21 umbrella. So we have a duty to each and every
22 employee to protect ADC, the division of workload,
23 the representation of workload, all of those
24 things.
25 We owe it to everyone for their

1 constant and continued employment. So as part of
2 that, we're realizing that Jim did a good bit of
3 this from work, using work time, using work
4 resources, using work devices such as a computer as
5 well as a cell phone.
6 It is also our understanding that he
7 involved another employee, that the use of all of
8 those resources as well as company time as well as
9 drawing away -- when you're doing that at work,
10 you're not doing your work which is causing other
11 people to have to fill in for you, all of those
12 things together that it was new information for us.
13 Q. Let's go through that. What other
14 employee did he involve in opposing Shem Creek?
15 A. I don't remember his name, but it was
16 another employee in the civil department.
17 Q. And what did he involve then?
18 A. Preparation of some presentation
19 materials.
20 Q. And when you saw drawings what are you
21 talking about?
22 A. Drawings. I don't know how to better
23 describe that.
24 Q. Drawings of what?
25 A. I believe of the Shem Creek project, of

1 the Shem Creek site.
2 Q. And what would be the nature of those
3 drawings?
4 A. As part of his opposition to the
5 project.
6 Q. In other words, showing -- I'm trying
7 to understand what it would show, the height, as it
8 as opposed to what it should be or what aspect of
9 it.
10 A. That's possible. I don't remember the
11 specific drawing, but I am aware there was
12 assistance by another ADC employee.
13 Q. And during this drawing?
14 A. I believe it was for helping doing e
15 the drawings.
16 Q. But you don't recall that employee's
17 name?
18 A. I don't. He was not under my
19 supervision.
20 Q. And you said that you found out that
21 there was other things done on company time about
22 the Shem Creek project?
23 A. Yes.
24 Q. What other things?
25 A. Something of his most, something of his

1 getting other information together, things like
2 that.
3 Q. Have you assembled all of what you
4 think Jim did in one location in a file?
5 A. I believe Michael has.
6 Q. And he would -- when you say
7 Michael...
8 A. Michael Graham.
9 Q. And so Michael Graham would have all of
10 the documentation for what you're saying?
11 A. Yes. It was all part of the evidence
12 preservation demands that we received.
13 Q. And you forwarded that -- did you for
14 forward the evidence to the handling party that
15 requested it?
16 A. I don't know for sure.
17 Q. You don't know what happened with it?
18 A. I'm not sure.
19 Q. But Mr. Graham would be able to tell
20 us?
21 A. Yes.
22 Q. And other than working on the -- as
23 opposing to the project on company time and also
24 employing someone, another employee, him doing the
25 drawings what else did you list that Mr. Owens had

1 done improperly?
2 A. He used company equipment, the computer
3 and the cell done.
4 Q. Other than that, anything else?
5 A. Not that I recall.
6 Q. There are no bright lines about using
7 the phone cell phone for personal use. Is that
8 correct?
9 A. As long as it doesn't do harm to ADC.
10 Q. And the same would be for the computer?
11 A. Yes.
12 Q. And if Mr. Owens was unaware that ADC
13 had any involvement with the project how could he
14 know he was doing any arm to ADC by opposing the
15 project?
16 MS. CHERRY: I object to the form.
17 THE WITNESS: Whether he knew or not,
18 he knows that we are in the business of
19 engineering, his department as well as the
20 structural defense as well as the building envelope
21 company department, the entire company.
22 He knows that we work with most every
23 architect in town. We should he should have know
24 that we work with SMHa because they designed their
25 office building.

1 A. They've been a client since 1990.
2 There is a general understanding of the need to be
3 developer-friendly. Developers are often times our
4 client. So whether the he knew or not, I see that
5 as irrelevant.
6 Q. And if he was going to oppose the
7 project then you would thing think that he should
8 ask his supervisor about it?
9 A. I --
10 MS. CHERRY: Object to the form.
11 THE WITNESS: I think it should have
12 simply been on his own time, not using company
13 time, not using company equipment and not using
14 company personnel.
15 Q. You were aware he was given permission
16 to oppose to the project?
17 MS. CHERRY: Object to the form.
18 THE WITNESS: If he were doing so on
19 his own time, that's a key piece.
20 BY MR. PARKER:
21 Q. And who did you talk to whether or not
22 he was given permission to oppose the project?
23 MR. CHERRY: Object to the form.
24 THE WITNESS: If we discussed it, it
25 would have been Chris and Greg.

1 BY MR. PARKER:
2 Q. They did, in fact, tell you they knew
3 about his involvement; did they not?
4 A. I believe at that point in time we
5 talked about that opposition to the projects and
6 past discussions about him simply not involving ADC
7 and doing it on his own time.
8 Q. You didn't belive that they had,
9 specifically one of them, either Mr. Jones or
10 Mr. Cook, told him it would be permissible to
11 oppose the Shem Creek project as long as he did it
12 not under the of --
13 MS. CHERRY: Object to the form.
14 BY MR. PARKER:
15 Q. As you go back to the memo you showed
16 me earlier, based on that recommendation --
17 A. Is when I believe that if they
18 understood he was involved and whatever was
19 included in that memo, was the response.
20 Q. And it is your understanding they did
21 not know about his involvement. Is that correct?
22 A. I don't think any of us knew about his
23 involvement until all of this came up.
24 (PLF. EXH. 11, 9/23/11 e-mail from
25 S. Truschka to C. Cook, was marked for

1 identification.)
2 BY MR. PARKER:
3 Q. I'm going to next hand you Exhibit 11.
4 Is this an e-mail that you received a copy of?
5 Did you receive a copy of Exhibit 11?
6 A. Yes.
7 Q. And this is a -- I assumed a attached
8 to that was an article -- website by Mr. Crabtree?
9 A. It appears so.
10 Q. Did you read the article?
11 A. I believe I remember reading the
12 article.
13 Q. The title of it is, Defendant's Exhibit
14 24. It says shockingly, policy, Saving Shem Creek,
15 leading members, engineering firm, employer design
16 building he wishes to destroy. Did your firm
17 design the building?
18 A. We were part of the design team.
19 Q. Did you design the building?
20 MR. EARLY: Objection. Asked and
21 answered.
22 BY MR. PARKER:
23 Q. You can answer.
24 A. It would depend on who you talk to. If
25 you ask an architect, they think they designed it.

1 We fully recognize and appreciate all that. We are
2 part of the design team. That's the best way to
3 phrase it.
4 Q. But has as I understood it, you had not
5 begun working on the project?
6 A. Yes, sir.
7 MS. CHERRY: Object to the form.
8 THE WITNESS: We had been to meetings.
9 BY MR. PARKER:
10 Q. You hadn't done any design work?
11 A. We had been to meetings. We had talked
12 design concepts. That's part of the concept. I
13 don't believe we had produced drawings yet. In my
14 opinion, you go to one meeting and you start the
15 design process.
16 Q. Did you see the depiction supposedly of
17 Jim Owens with a Pinocchio nose and two faces?
18 A. I don't remember specifically.
19 Q. This is exhibit was a Defendant's
20 exhibit. From what you know, Mr. Owens, would you
21 label him as a Pinocchio?
22 A. No.
23 Q. Would you label him as two-faced?
24 A. No.
25 Q. In your opinion, are those depictions

1 false?
2 MR. EARLY: Objection.
3 THE WITNESS: I really don't have an
4 opinion. That's not how I know him to be.
5 BY MR. PARKER:
6 Q. Let me next hand you Exhibit 25. It
7 should be in this. So Exhibit 25 is the website or
8 a post by Mr. Crabtree?
9 A. Yes.
10 Q. It says Mr. Saving Shem Creek can
11 double down on his lie. Now here's the proof.
12 A. That is the title.
13 MS. CHERRY: Johnny, nobody ever gave
14 me a copy of this.
15 MR. PARKER: Do you have another copy?
16 MR. EARLY: I do not. I didn't produce
17 that.
18 BY MR. PARKER:
19 Q. Mr. Crabtree says Mr. Owens -- and I'm
20 paraphrasing -- as he calls him Mr. Saving Shem
21 Creek. If clearly he knew that ADC was working on
22 the project -- do you have any evidence --
23 MR. EARLY: Object to the form.
24 BY MR. PARKER:
25 Q. -- that that was true?

1 A. I don't know.
2 BY MR. PARKER:
3 Q. That Mr. Owens knew that ADC was
4 working on the project?
5 A. I don't know what Jim knew.
6 Q. My question is: Do you know of any
7 evidence or anyone who could testify to that or any
8 piece of paper or any other evidence --
9 A. No.
10 Q. -- that would indicate that Jim knew
11 that was working on it?
12 A. No.
13 Q. Do you know Mr. Crabtree?
14 A. No.
15 Q. Ever met him?
16 A. No.
17 Q. I believe you talked to him on the
18 telephone?
19 A. No.
20 Q. Mr. Crabtree, never did?
21 A. He left me a message, but I did not
22 talk to him.
23 (PLF. EXH. 12, 10/24/14 e-mail from G.
24 Jones to S. M. Dillon, was marked for
25 identification.)

1 BY MR. PARKER:
2 Q. I'm going to hand you Exhibit 12.
3 MS. CHERRY: Johnny, can we for the
4 record -- when you've made references to 25 and 24,
5 those were Defendant's exhibits. You may have said
6 that.
7 MR. PARKER: I said that.
8 MS. CHERRY: Okay.
9 BY MR. PARKER:
10 Q. Exhibit 12 is an e-mail from you where
11 it says you received a call from Mr. Crabtree and
12 wanting to talk about it.
13 You never returned a call?
14 You never talked to him?
15 A. He left a voice message and I never
16 returned his call.
17 Q. Did you leave him a voice message or
18 anything?
19 A. No.
20 Q. You never did do anything?
21 (PLF. EXH. 13, 10/20/14 e-mail from
22 S. Truschka to "All", was marked for
23 identification.)
24 BY MR. PARKER:
25 Q. I'll next hand you Exhibit 13. I

1 assume you received a copy of this. It says --
2 says: To all. Are you part of all on the e-mail?
3 A. Sometimes.
4 Q. Exhibit 13 is an explanation of how to
5 respond to inquiries about an article that was in
6 the Post & Courier?
7 A. Yes.
8 Q. And it states: While ADC does not
9 generally comment on personnel and/or litigation
10 matters, we want to clarify for you that Jim was
11 not dismissed because of his public comments or
12 activities.
13 Indeed, ADC has had and has no issues
14 with Jim or any employee's votes, pursuits in the
15 community as an individual. However, as explained
16 to Jim, any such pursuits should not and cannot
17 involve ADC, its time, equipment, or property or
18 harm and damage the company.
19 Did I read that correct?
20 A. Yes.
21 Q. Now, what is the reason Jim's
22 employment was terminated?
23 A. For what it says here. He involved the
24 company, equipment, time, materials, another
25 employee. He did things on company time to an

1 activity that ultimately harmed ADC.
2 Q. And the things he did were to your
3 knowledge not approved bring anyone?
4 A. Not on company time, not using company
5 equipment, not using company employees and time and
6 resources. None of that was approved.
7 Q. When you go to work you from time to
8 time do things that are on your personal interest
9 at work, correct?
10 A. Yes.
11 Q. Everybody does.
12 A. Everybody does.
13 Q. And everybody will use the computer to
14 send a personal e-mail?
15 A. Occasionally.
16 Q. And everyone will use the cell phone to
17 makes a personal call?
18 MS. CHERRY: Object to the form.
19 THE WITNESS: Occasionally.
20 BY MR. PARKER:
21 Q. Is that true?
22 A. Yes.
23 Q. And to live in the world, that's what
24 we do, isn't it?
25 A. Yes.

1 Q. And so it was not, you think, expected
2 for Jim to use the -- his cell phone for let's not
3 say this project but anything that he might have
4 had some opposition to from time to time isn't --
5 that was not unexpected, was it?
6 A. He should not. If he's going to oppose
7 something in a way that's going to cause harm to
8 ADC, which it did by us getting fired from a job,
9 it hurt our representation and I believe was a part
10 of us not getting the Phase II of the Shem Creek
11 Project.
12 Certainly, it caused damage relative to
13 a relationship with a long-standing client. So
14 those things cause harm to ADC and he misused phone
15 equipment to do this.
16 If he wanted to act in those things, he
17 should have done it when he was not at work. He
18 should have done it with his own resources, with
19 his own equipment.
20 Q. Let me ask you a different way:
21 Suppose this was an opposing a business -- and I
22 won't put a name on it because it may be a client
23 or whatever -- but opposition to some particular
24 development of a business that was coming to
25 Mt. Pleasant and Mr. Owens thought the intensity

1 was too late for it and he opposed it.
2 That could would be okay?
3 A. Yes.
4 Q. And it would be okay to do it as long
5 as he didn't involve ADC in it?
6 A. Yes.
7 Q. And if he made a call on the cell phone
8 about it, that would be all right?
9 A. As long as its's his own cell phone.
10 Q. Wouldn't be the company's cell phone?
11 A. Not if it's against ADC.
12 Q. That would be against ADC?
13 A. Being development, it is against ADC.
14 Q. Any development.
15 A. Yes.
16 Q. Even if it was bad development?
17 A. Yes.
18 Q. All good development is good to ADC?
19 MS. CHERRY: Object to the form.
20 BY MR. PARKER:
21 Q. Is that correct?
22 A. Yes.
23 Q. As long as y'all have an opportunity to
24 participate in it?
25 A. Yes.

1 Q. Now how would the employees know that?
2 A. Every employee is given a copy of the
3 employee handbook. Every employee is asked to sign
4 that and it is my understanding that Jim did that,
5 that we have a signed copy of the employee
6 handbook.
7 Q. What does it say about that?
8 A. What we just said.
9 Q. I mean, specifically.
10 A. I don't remember specifically word for
11 word but the intent is that you can not use company
12 devices in any way that would harm the company.
13 Q. And being opposed to any development in
14 your view would harm the company?
15 A. Yes.
16 (PLF. EXH. 14, 10/20/14 e-mail from G.
17 Jones to S. Truschka, was marked for
18 identification.)
19 BY MR. PARKER:
20 Q. Okay. I'll hand you Exhibit 14.
21 Exhibit 14 is an e-mail you received a copy of?
22 A. Yes. I was copied on it.
23 Q. And this is October 24. October 24,
24 2014, after he was terminated, and it says: I am
25 sending e-mails relative to the file. That means

1 y'all were accumulating a file on Jim?
2 MS. CHERRY: Object to the form.
3 THE WITNESS: Yes.
4 BY MR. PARKER:
5 Q. What all was in that file?
6 A. All the information that he had talked
7 about so far, the information that we had gotten
8 Tyler, the termination letter would have been in
9 there, those kinds of things.
10 Q. Then you go back after the fact and try
11 to look for reasons that would justify terminating
12 Jim?
13 A. No.
14 MS. CHERRY: Object to the form.
15 BY MR. PARKER:
16 Q. You did not do that?
17 A. No.
18 Q. Why would you be a month late
19 accumulating evidence?
20 A. I don't know specifically the
21 circumstances relative to this. I think it's just
22 something that came up.
23 Q. It said: Recently I had Jim make a
24 correction to a time sheet where he charged work
25 two hours to some days after -- I don't know if it

1 was intentional or just a mistake. I gave Jim the
2 benefit of the doubt and had Jim correct the time
3 sheet.
4 Why would you be talking about a time
5 sheet a month after Jim was terminated?
6 A. I don't know. I didn't originate the
7 e-mail.
8 Q. You didn't think that was somewhat odd?
9 MS. CHERRY: Object to the form.
10 THE WITNESS: No.
11 BY MR. PARKER:
12 Q. Now, I think you're telling me that
13 y'all had made a decision on -- sometime prior to
14 September 22, not to terminate Jim? Is that
15 correct?
16 A. When I first went to the Stubbs Muldrow
17 Herin meeting was on the 16th: Immediately after
18 that meeting when we were being encouraged to
19 terminate his employment by the developer, at that
20 point if the decision was made not to terminate
21 him.
22 Q. And when was that decision changed?
23 A. Once we began to understand how
24 involved he was using company resources as a part
25 of the evidence demand letter.

1 Q. What's the date when you made changed
2 that decision and started to fire him or determined
3 to fire him?
4 A. I believe we received the evidence
5 demand on the 18th and as we began to preserve that
6 evidence and it became clear that Jim was using
7 company equipment, company time, somewhere between
8 there and the 23rd.
9 Q. And on the on the 18th did Jim tell --
10 are you aware that he told Greg Jones and Chris
11 Cook -- stated that he had utilized ADC time and
12 equipment to edit documents and forward them to his
13 personal e-mails.
14 He further stated he had used his phone
15 during work hours for internet-type action such as
16 Facebook. So as of the 18th, apparently you knew
17 all of this?
18 A. That's the beginning of it.
19 Q. And --
20 A. The evidence preservation letter came
21 in on the 18th as well as that meeting with Jim.
22 Q. So what did you learn other than after
23 the 18th?
24 A. I don't remember the specific day and
25 time of what we learned specifically. But I do

1 know that we learned more and more about the extent
2 of his involvement and the extent of his use of
3 company equipment and time.
4 Q. Do you now do any business with Stubbs
5 Muldrow and Herin?
6 A. Yes.
7 Q. When did you get the next job with them
8 after Jim was terminated?
9 A. I don't know the exact date.
10 Q. Approximately.
11 A. I would say a couple of months.
12 Q. And what was that job?
13 A. I don't remember the next project. We
14 are currently working on several projects with
15 them.
16 Q. Have you had any discussions with them
17 since you terminated Mr. Owens about his
18 termination?
19 A. No.
20 Q. You have not spoken with anybody at
21 Stubbs Muldrow Herin about Jim's termination?
22 A. No.
23 MR. PARKER: Let's take a break for a
24 minute, if you will.
25 (A recess transpired.)

1 BY MR. PARKER:
2 Q. A couple more questions. The --
3 marked as Exhibit 21 is a document and this is from
4 Tyler Flesch and it is to Mr. Crabtree.
5 It states in it: As it turns out the
6 founder and vocal leader of Saving Shem Creek works
7 for for ADC Engineering until yesterday when I
8 terminated him was I engineer on the Shem Creek
9 Project. So Mr. Antidevelopment makes his living
10 orone of the leading local engineering firms.
11 Check out the Saving Shem Creek Facebook page of
12 which he now claims to be a victim of intimidation
13 but neglects to inform them that he works for the
14 engineering group on the project and has a huge
15 conflicts now and not to mention potential access
16 of proprietary information.
17 Have you ever seen that e-mail before?
18 A. I don't know if I did or not. Am I
19 copied on it?
20 Q. No. That's to Mr. Crabtree, but it's
21 from Mr. Tyler Flesch. Did he terminate Tyler
22 Flesch -- terminate your contract?
23 A. No. Stubbs Muldow Herin terminated our
24 contracts.
25 Q. It would appear he must have told them

1 to do it?
2 A. He probably did. Officially, it was
3 terminated by Stubbs Muldrow Herin.
4 Q. That was in keeping with what he
5 advised you at the meeting that you had with them
6 on the 16th of September?
7 A. He did at advise me that he was going
8 to fire us.
9 Q. And what do you know about Mr. Tyler
10 Flesch?
11 Do you know anything about him?
12 A. Not really.
13 Q. Do you know anything about red drum
14 capital?
15 A. No.
16 Q. I think that's the name. Doesn't say
17 on here, but I'm pretty sure that's the name of it.
18 You know nothing about it?
19 A. No.
20 Q. Did you have any dealings with any of
21 the potential donors of the parking garage?
22 Did you meet with Mr. Tex Smalls or
23 anybody else?
24 A. Prior to all this happening, there were
25 joint meetings. So I had meet them previously and

1 we had been in meetings together.
2 Q. Who were you in meetings with other
3 than the architects?
4 A. Tex and Tyler, they were in previous
5 meetings.
6 Q. Were they the only two developers of
7 the protect or were there other people involved it
8 with it?
9 A. I don't remember. I know there were
10 other people there. It could have been other
11 developers. It could have been their assistance.
12 I'm not shot sure.
13 MR. PARKER: That's all I have.
14 EXAMINATION
15 BY MR. EARLY:
16 Q. Mr. Dillon, can you hear me okay? I'm
17 going to sit here so we don't have to move around.
18 In response to Mr. Parker's questions,
19 you gave the reasons why the Plaintiff was
20 terminated from his job, correct?
21 A. Yes.
22 Q. Did you give all the questions?
23 A. Yes.
24 Q. Did the Bryan Crabtree link sent to you
25 on September 23 have anything to do with his

1 firing?
2 A. No.
3 Q. Let me ask you. Before I start, what
4 is your understanding as to when Mr. Owens became
5 aware that ADC was involved in the garage project?
6 A. I believe from what piece been
7 presented it appears that he was aware the day he
8 met with Chris and Greg.
9 Q. He got a letter that morning, correct?
10 A. I think that was the day that the
11 evidence preservation came in.
12 Q. And were you copied on that letter?
13 A. Yes.
14 Q. Were you in that meeting with you said
15 Chris and Greg?
16 A. No.
17 Q. This was shown to you earlier,
18 Plaintiff's Exhibit 5, I believe.
19 A. Yes.
20 Q. Okay. You were not in that meeting?
21 A. No.
22 Q. Have you reviewed that document to
23 before today?
24 A. I have not seen it before.
25 Q. All right. Any reason to take issue

1 with -- do you know who is whose writing that is?
2 A. Chris Cook.
3 Q. Any reason to take issue with Chris's
4 documentation contemporaneously with that meeting?
5 A. No issues.
6 Q. Let's go to the second page. And when
7 Chris is referring to, that officer, quotes, he has
8 nothing to hide, who is he referring to?
9 A. I believe Jim.
10 Q. When he says he didn't realize that
11 they were a client, who is he referring to?
12 A. I believe Jim.
13 Q. And when he says they, who is he
14 talking about?
15 A. ADC.
16 Q. A client of -- who was the client?
17 A. I believe he's saying that -- okay.
18 I'm sorry. I was reading that backwards.
19 I believe what he's saying, he didn't
20 realize that they were a client that the
21 development team -- the architectural team was a
22 client of ADC's.
23 Q. But he was aware on the 18th that they
24 were a client?
25 A. Yes.

1 MR. PARKER: Okay. Thank you. Sir.
2 MS. CHERRY: We did not -- you have the
3 right, if you would like to exercise it, to read
4 the transcript --
5 A. Yes.
6 Q. -- of your testimony.
7 A. Yes.
8 Q. Would you like to exercise it?
9 A. Yes.
10 (The witness, after having been advised
11 of his right to read and sign this transcript, does
12 not waive that right.)
13 (The deposition was concluded at 5:38
14 PM.)
15
16
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18
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25

1 SIGNATURE OF DEPONENT

2 DEPONENT: JEFFREY MARK DILLON
DEPOSITION DATE: March 20, 2015
3 REPORTER: PRISCILLA NAY
CASE CAPTION: JAMES C. OWENS vs. BRYAN CRABTREE
4

5 (Please return both Signature of Deponent pages)

6 I, the undersigned, JEFFREY MARK DILLON, do
hereby certify that I have read the foregoing
7 deposition and find it to be a true and accurate
transcription of my testimony, with the following
8 corrections, if any:

9 PAGE LINE CHANGE REASON

10

11

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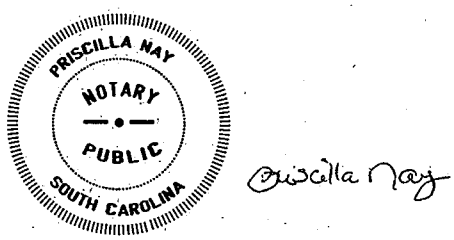
SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: May 20, 2015
REPORTER: Priscilla Nay
CASE CAPTION: JAMES C. OWENS vs. BRYAN CRABTREE

PAGE	LINE	CHANGE	REASON

JEFFREY MARK DILLON Date

I, PRISCILLA NAY, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.



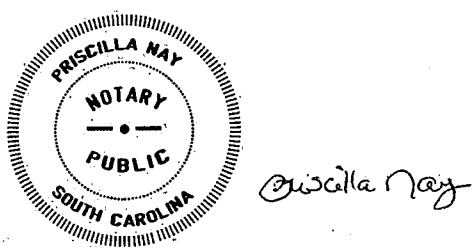
Priscilla Nay
Certified Shorthand Reporter
My Commission expires
December 2, 2021

CERTIFICATE OF REPORTER

I, Priscilla Nay, Court Reporter and Notary Public for the State of South Carolina, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this day of 5th day of June, 2015 at Charleston, Charleston County, South Carolina.



Priscilla Nay,
Court Reporter
My Commission expires
December 2, 2021

1 I N D E X

2

3 Page Line

4

11

12

13 REQUESTED INFORMATION INDEX

14 (No information requested)

15

16

17 E X H I B I T S

18

19 Page Line

25

1 PLF. EXH. 14, 10/20/14 e-mail 65 16
2 from G. Jones to S. Truschka
3
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From: Mark Dillon <markd@adcengineering.com>
Sent: Tuesday, September 16, 2014 5:15 PM
To: Chris Cook; Greg Jones; Steven Truschka
Subject: FW: Tyler Flesch shared "Mark Dillon" with you

Not sure if you will be able to open or download.

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

ADC
ENGINEERING SPECIALISTS

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

PLAINTIFF'S EXHIBIT
tabbies
5/20 Dillon PN

From: Tyler via Dropbox [mailto:no-reply@dropbox.com]
Sent: Tuesday, September 16, 2014 2:51 PM
To: Mark Dillon
Subject: Tyler Flesch shared "Mark Dillon" with you

From Tyler:

"Mark,

I am sharing this info as a courtesy to illuminate some light on the situation. Unfortunately, this is the tip of the iceberg in terms of materials. We will continue to explore our options and review these additional materials....."

Click here to view Mark Dillon

(Tyler shared these files using Dropbox. Enjoy!)

PLAINTIFF'S EXHIBIT
Judge
5/20/15 Dillon PN

Project Name: Stem Coast
Project Number:
Date: 9-16-14.
Sheet of

Now

Party Agreement
Truthfulness - wrongfull statements
Email during work hours
Meetings during work hours
Accessing Company Information?

Challenging the Parking Proposal Ordinance
After Tyrone Approved Plans
Did he use Association w/ ADC to get meetings or people to accept calls

David Pagliarini - City Mayor
B. Tex Snyder
Wal Mart

Possible Suit against ADC??
What rights does ADC have to fire Jim.
Jim should not be the first man.
Indirect ADC benefit in making calls -
Conversation with Jim that he will be sued for Not being Truthfull.

June 9th 2014 Mtg 9:00 AM
Attacking Council Members.
Jim WAS Hurt ADC
Comcast, Net
Emails from Jim during the
Facebook Posts during the day

ADC ENGINEERING SPECIALISTS
[illegible] SUITE [illegible]
[illegible] SC 29[illegible]
843-732-[illegible]
Fax 843-732-7099
3274 YEAMANS HALL ROAD
HANAHAN, SC 29410
843-566-0161
Fax 843-566-0162

ADC_000147

STUBBS MULDROW HERIN architects, inc.

September 16, 2014

Mr. Mark Dillon, President
ADC Engineering
1226 Yeaman's Hall Road
Hanahan SC 29410

PLAINTIFF'S EXHIBIT 3 9/2015 Dillon PN

Re: Shem Creek Office and Parking Deck
SMHa Project Number 1347
ADC Project Number 13307

Dear Mark:

As discussed, we are terminating our agreement for structural services on the Shem Creek Office and Parking Deck Project dated September 27, 2013 per the terms or the Standard Agreement (Article 9.1) between our firms dated March 23, 2010. This article references the Prime Agreement, which stipulates that we may terminate the Agreement for convenience with seven days notice. While the actual date of termination is September 23, 2014, I believe we are in agreement that services will be suspended as of today.

Sincerely,
STUBBS MULDROW HERIN architects, inc.

Samuel B. Herin, AIA

cc: Charles S. Muldrow, AIA

SMHA
400 Hibben Street, Mount Pleasant, South Carolina 29464 843 881 7642 843 884 5021 fax www.smha.com

9/16/2014 meeting w/ Mark, Chris, Greg, Steven

Mark:
- Structural was fired from Mt. Pleasant parking garage.
- Jim had numerous Facebook posts about lawsuit
  - challenged parking agreement
- made comments about council taking bribes
- intimidation from developer?
- Facebook posts and emails sent during work hours
- stated Jim was at Jan. 9 meeting @ Gwen
  - was Jim there and did he post this time?
- will check with Molly to further understand legal items and option

ADC_000148

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843.767.9626 · 843.767.9792 Fax
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Storm Drainage Systems
Detention/Retention Chambers
Geosynthetics/Geogrids
Erosion Control Mats
NPDES/ADA Products
Field Hand Tools & Supplies

Project: _____
Sheet No. _____ Of _____
Calculated By _____ Date _____
Checked By _____ Date _____
Scale _____

PLAINTIFF'S EXHIBIT 5 Dillon PN

Chair Meeting Vote

7/18/2014
4:15 PM

- RESPONDED TO JIM'S REQUEST TO MEET W/ GREG & I
- JIM CAME TO MY OFFICE. GREG & I ASKED JIM WHAT HE WANTED TO SAY/ASK
- JIM SAID:
  - HE WAS SHOCKED BY THE LETTER
  - DID NOT EXPECT IT
  - DIDN'T KNOW HOW THEY GOT HIS WORK EMAIL ADDRESS.
  - HE HAS ATTEMPTED TO BE HONEST & POSITIVE THROUGH THIS WHOLE EVENT.
  - MANY TRIED TO MAKE IT NEGATIVE, HE TRIED TO BE POSITIVE & STICK WITH FACTS
- I ASK IF HE SENT ANYTHING FROM ADC
- HE SAID HE NEVER SENT AN EMAIL OUT TO ANYONE FROM ADC. HE WOULD SEND SOME THINGS HERE, WORK/EDIT THEM AND SEND BACK TO HIS PERSONAL EMAIL
- HE DIDN'T POST TO SOCIAL MEDIA FROM HIS DESKTOP, BUT DID FROM HIS ADC PHONE WHILE AT THE OFFICE
- GREG ASKED IF HE HAD STORED ANYTHING ON HIS COMPUTER AT ADC. JIM REPLIED NO.

(CONT)

ADC_000002

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Erosion Control Mats
NPDES/ADA Products
Field Hand Tools & Supplies

Project _____
Sheet No. _____ Of _____
Calculated By _____ Date _____
Checked By _____ Date _____
Scale _____

(CONT.)

- JIM APOLOGIZED FOR WHAT IS HAPPENING. HE NEVER INTENDED FOR ANYTHING TO EXPECT HIS FAMILY OR ADC
- "HE HAS NOTHING TO HIDE"
- HE DIDN'T REALIZE THAT THEY WERE A CLIENT
- MADE A POINT NOT TO MENTION ADC OR INCLUDE ADC IN ANY DISCUSSIONS.

- WE INDICATED THAT THIS WAS UNCHARTERED WATERS FOR US, WE DON'T KNOW WHAT WE CAN ASK OR SAY OR CAN'T ASK OR SAY. WE MUST ASK OUR ATTORNEY.

- JIM REFERENCED THE PREVIOUS CONVERSATION THAT HE & I HAD REGARDING HIS INVOLVEMENT RELATED TO THE SIGN CREEK PROJECT. HE REMEMBERED THAT I ASKED HIM TO KEEP ADC OUT OF IT. THAT HE HAD RIGHT AS PRIVATE CITIZEN TO OPPOSE, BUT ADC COULD NOT BE BROUGHT IN IN ANY WAY. AND HIS GOAL WAS TO KEEP ADC OUT OF IT.

ADC_000003

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Tuesday, September 16, 2014 9:12 PM
To: Mark Dillon
Cc: Steven Truschka; Chris Cook; Greg Jones
Subject: Re: RE:

Thanks Mark.

Sent from my iPad

On Sep 16, 2014, at 5:13 PM, Mark Dillon <markd@adcengineering.com> wrote:

Tyler,

We are taking your concerns and comments very seriously and after returning to the office this afternoon, we have been discussing the situation and the possible actions we may take. We have also called our attorney and plan to conference with her tomorrow. The one known action at this time is to find out more about Jim's statements and actions to date. Thus, we will review what you send plus other general information available through the Facebook page and news media outlets. I have copied Chris and Greg who are partners and co-leaders of Jim's department as well as our business manager Steven. Please reply to this email when you send the information so that we are all copied.

Thanks Mark

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Tuesday, September 16, 2014 2:33 PM
To: Mark Dillon
Subject:

Mark,

I appreciate your time today. I am going to send you a link to few snippets of Facebook, e-mails, etc. for illustration purposes and I encourage you to send someone on the "Saving Shem Creek" Facebook group to look at content and time of the posts themselves..... This is a small fraction of what we have and I think you will see the gravity of this as you read on. Especially the segments where he references speaking directly to the mayor about finding an alternative location for the deck and communicating with the Mayor and Council members directly regarding my project, as well as calling for the rescinding of the funding (2.8 million) for the deck. I will also include 1 of 4 presentations he has made to date about the deck at council meetings which are riddled with inaccuracies and exaggeration. I look forward to speaking to you about how this can be resolved amicably.....

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Thursday, September 18, 2014 2:31 PM
To: Mark Dillon; Steven Truschka; Chris Cook; Greg Jones
Cc: 'Gray Taylor'
Subject: RE:

https://www.facebook.com/groups/716849508365434/files/

Tyler Flesch
Principal
Red Drum Capital Group LLC
400 Hibben Street #200
Mt. Pleasant, SC 29464
www.reddrumcapital.com
843-628-3595 (O)
843-696-3030 (M)

RED DRUM CAPITAL

From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Thursday, September 18, 2014 11:17 AM
To: 'Mark Dillon'; 'Steven Truschka'; 'Chris Cook'; 'Greg Jones'
Cc: 'Gray Taylor'
Subject: RE:

I just received a call from the Town and they are less than pleased with being called out for no reason. They have followed procedure to a t on this.....They are now aware that Jim is an employee of ADC.....

From: Steven Truschka <StevenT@adcengineering.com>
Sent: Monday, September 22, 2014 9:29 AM
To: Mark Dillon; Chris Cook; Greg Jones; Rick Cook
Subject: RE: Personnel Issue

Hey everyone,

Wanted to get your thoughts on this before meeting today at noon so we can discuss. Thanks!

Steven Truschka
Business Manager
ADC
ENGINEERING SPECIALISTS
1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5179
fax 843-566-0162
ADCENGINEERING.COM

PLAINTIFF'S EXHIBIT
8
5/20/15 allow PM

From: Mark Dillon
Sent: Sunday, September 21, 2014 2:51 PM
To: Chris Cook; Greg Jones; Rick Cook; Steven Truschka
Subject: Personnel Issue

One thing we should consider is to bring Warren in on the general (not specific) issue with Mt. Pleasant town officials to see what he has heard and which council members he is close to and maybe can talk to begin to restore our reputation.

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com
ADC
ENGINEERING SPECIALISTS
1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

Jim Owens
13 hrs · Edited

There have been reports the parking garage was given final approval I would ask Mayor Page to give us a public announcement and respo What say you Linda Page...please give us your response. I am eager see the stamped site plan along with the comments from staff...I have asked legal for the information. Please share with us the news.

Like · Share

31 people like this

Tyler Flesch
Principal
Red Drum Capital Group LLC
400 Hibben Street #200
Mt. Pleasant, SC 29464
www.reddrumcapital.com
843-628-3595 (O)
843-696-3030 (M)

RED DRUM CAPITAL

PLAINTIFF'S EXHIBIT 9 Dillon 5/20/15 CN

From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Thursday, September 18, 2014 10:39 AM
To: 'Mark Dillon'; 'Steven Truschka'; 'Chris Cook'; 'Greg Jones'
Subject: RE:

Mark,

I have copied all of your partners on this as well as my attorney just to be thorough. You will see a screenshot of a Facebook post made by Jim Owens 16 minutes (You can see the time in the lower right hand corner). He is recapping his continued efforts and now is asking for numerous documents from the town. Additionally he is asking the Town for their opinion on our vested rights and the status/compliance with our Parking License Agreement. Also, Jim was interviewed (again) on TV and expressed his opinions. This is completely unacceptable, especially considering the conversation you and I have had. I would highly suggest that your partners and myself meet in the very near future, before this gets even more out of hand. Tyler

From: Rick Cook <roofguru@aol.com>
Sent: Thursday, September 18, 2014 12:32 PM
To: Chris Cook
Cc: Mark Dillon; Steven Truschka; Greg Jones
Subject: Re: Evidence Preservation Letter to Jim Owens

If he is sending these from office compute and during office timer my opinion will likely change. This is involving ADC improperly, intended or not.

Rick Cook, ADC Engineering

Chris Cook <chrisc@adcengineering.com> wrote:

See below.

PLAINTIFF'S EXHIBIT 10 9/20/15 Dillon PN

Chris Cook PE, LEED

Partner

Site Services / Civil Engineering

ADC ENGINEERING SPECIALISTS

1226 YEAMANS HALL ROAD

HANAHAN, SC 29410

office 843-566-0161 / mobile 843-991-7040
fax 843-566-0162 / direct 843-735-5141

ADCENGINEERING.COM

From: Jim Owens
Sent: Thursday, September 18, 2014 12:20 PM
To: Greg Jones; Chris Cook
Subject: Fwd: Evidence Preservation Letter to Jim Owens

Gentlemen:

From: Steven Truschka <StevenT@adcengineering.com>
Sent: Tuesday, September 23, 2014 9:56 AM
To: Chris Cook; Greg Jones; Rick Cook (roofguru@aol.com); Mark Dillon
Subject: Shem Creek

FYI

http://www.thebryancrabtreeshow.com/shocking-hypocrisy-saving-shem-creek-founders-engineering-firm-employer-designed-building-he-wishes-to-destroy/

PLAINTIFF'S EXHIBIT
11
5/20/15 Dillon PN

Steven Truschka
Business Manager
ADC
ENGINEERING SPECIALISTS
1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5179
fax 843-566-0162
ADCENGINEERING.COM

PLAINTIFF'S EXHIBIT

CopyCenter

From: Greg Jones <gregj@adcengineering.com>
Sent: Monday, October 20, 2014 4:35 PM
To: Mark Dillon; Steven Truschka; Chris Cook; Rick Cook
Subject: RE: Jim Owens

It seems to me that the professional and courteous thing to do is to call back and respectfully say we can't comment at this time.

Greg Jones PE, LEED AP
Partner
Site Services / Civil Engineering / Aviation

ADC ENGINEERING SPECIALISTS
1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5142 / mobile 843-991-7043
fax 843-566-0162
ADCENGINEERING.COM

From: Mark Dillon
Sent: Monday, October 20, 2014 4:19 PM
To: Steven Truschka; Chris Cook; Rick Cook; Greg Jones
Subject: Jim Owens

New wrinkle that we didn't anticipate. I just received a call from Brian Crabtree, the radio talkshow host wanting to talk about Jim.

Should we call and say no comment or just not call at all?

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

ADC ENGINEERING SPECIALISTS

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

From: Steven Truschka
Sent: Monday, October 20, 2014 8:05 AM
To: ALL
Subject: Newspaper Article

http://www.postandcourier.com/article/20141016/PC16/141019486/1177

We have received numerous inquiries from a variety of individuals regarding the attached article. While ADC does not generally comment on personnel or litigation matters, we want to clarify for you that Jim was not dismissed because of his public comments or activities. Indeed, ADC had and has no issue with Jim's or any employee's interests/pursuits in the community as an individual. However, as explained to Jim, any such pursuits should not and cannot involve ADC, its time, equipment or property or harm or damage the company. We explained this to Jim and are disappointed that he has, nevertheless, chosen to pursue litigation against the company. While we wish him well, ADC will defend itself and its reputation in the pending lawsuit. In light of the lawsuit, if you receive any inquiry from the press or otherwise, we ask that you please direct all such inquiries to Steven Truschka.

Steven Truschka
Business Manager

ADC
ENGINEERING SPECIALISTS
1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5179
fax 843-566-0162
ADCENGINEERING.COM

1 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON
3
4
JAMES C. OWENS,
5
Plaintiff,
6
vs. CASE NO. 2014-CP-10-6285
7
BRYAN CRABTREE, KIRKMAN BROADCASTING, INC.
8 D/B/A WQSC RADIO, ADC ENGINEERING, INC.,
TYLER FLESCH AND RED DRUM CAPITAL GROUP, LLC,
9
Defendants.
10
11 DEPOSITION OF: TYLER N. FLESCH
12 DATE: November 11, 2015
13 TIME: 10:05 AM
14
LOCATION: Law Offices of
15 Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
16 Mount Pleasant, SC
17 TAKEN BY: Counsel for the Plaintiff
18 REPORTED BY: TERRI L. BRUSSEAU, RPR, CRR
19
A. WILLIAM ROBERTS, JR., & ASSOCIATES
20
Fast, Accurate & Friendly
21
Charleston, SC Hilton Head, SC Myrtle Beach, SC
22 (843) 722-8414 (843) 785-3263 (843) 839-3376
23 Columbia, SC Greenville, SC Charlotte, NC
(803) 731-5224 (864) 234-7030 (704) 573-3919
24
25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
JAMES C. OWENS:

3

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4 ELTZROTH & DETRICK, PA
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5 101 Mulberry Street East
Hampton, SC 29924
6 (803) 943-2111
jparker@pmped.com

7

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8 KIRKMAN BROADCASTING, INC.
D/B/A WQSC RADIO:

9

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mcherry@nexsenpruet.com

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ATTORNEYS FOR THE DEFENDANT
19 TYLER FLESCH:

20

HALIO & HALIO
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21 13 North Adgers Wharf
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haliolaw@bellsouth.net

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24

25

1 ATTORNEYS FOR THE DEFENDANT
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2
BUIST, BYARS & TAYLOR, LLC
3 BY: G. HAMLIN O'KELLEY, III
652 Coleman Boulevard, Suite 200
4 Mount Pleasant, SC 29464
(843) 856-4488
5 hamlin.okelley@buistbyars.com

6 ALSO PRESENT:

7 Joe Barrett
James C. Owens
8

9 (INDEX AT REAR OF TRANSCRIPT)

10
11
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25

1 TYLER N. FLESCH
2 being first duly sworn, testified as follows:
3 EXAMINATION
4 BY MR. PARKER:
5 Q. Mr. Flesch, my name is Johnny Parker
6 and I represent Jim Owens concerning a lawsuit that
7 involves you and we're fixing to start your
8 deposition. And once we start it, if you have any
9 questions about the deposition, anything to do
10 about this case, direct your questions to me, if
11 you will, other than things that you think are
12 privileged, you can ask your attorney about it but
13 anything other than privileged matters that you
14 talk with any of the attorneys about, I can ask you
15 about it and you'd be required to answer. I'm
16 going to ask you some questions about the events of
17 Saving Shem Creek. Any questions you have of me
18 before we start?
19 A. No.
20 Q. Please state your full name.
21 A. It's Tyler Nathaniel Flesch.
22 Q. And where do you live?
23 A. 1338 Outreach Lane, Mount Pleasant,
24 South Carolina.
25 Q. How long have you lived there?

1 A. Approximately 12 years.
2 Q. Prior to that where did you live?
3 A. At 1481 Center Street Extension, Bay
4 Club Apartments, Mount Pleasant.
5 Q. And where are you originally from?
6 A. Appleton, Wisconsin.
7 Q. And did you grow up in Appleton,
8 Wisconsin?
9 A. Until I was eight.
10 Q. And then where did you move?
11 A. Hudson, Ohio.
12 Q. And when did you move to Mount
13 Pleasant?
14 A. Moved to Mount Pleasant about 15 years
15 ago.
16 Q. Okay. What brought you to Mount
17 Pleasant?
18 A. Was living and working in Charleston
19 and -- was living West Ashley and moved into the
20 apartments that the firm I was working with owned.
21 Q. And who were you working with?
22 A. JL Woode Limited.
23 Q. Are you still working with them?
24 A. No.
25 Q. If you would, tell me about your

1 employment background for the last 15 years.
2 A. It would simply be JL Woode Limited
3 which was a real estate investment firm and then in
4 2009 I left JL Woode to start my own business.
5 Q. And you've been in business for
6 yourself since then?
7 A. Since 2009, correct.
8 Q. And what's been the nature of your
9 business?
10 A. Real estate investment.
11 Q. And are you incorporated?
12 A. I am an LLC.
13 Q. And what is the name of the LLC?
14 A. Red Tie Advisors, LLC.
15 Q. And what other LLC's have you owned or
16 been involved in?
17 A. The assets that we purchase, each have
18 a separate LLC.
19 Q. Numerous?
20 A. Correct.
21 Q. Tell me some of the developments you've
22 been involved with.
23 A. Obviously the project in the creek,
24 there's a project called Lewis Plaza in Greenville,
25 South Carolina, it's a redevelopment, Staples Mill

1 Station in Richmond, Virginia, Farrow Road in
2 Columbia, South Carolina, which is a gas station.
3 I think that's pretty much most of them.
4 Q. What's the development in Virginia?
5 A. Virginia is a 120-acre land development
6 deal.
7 Q. And it's been developed for housing,
8 commercial or what?
9 A. Currently it has out-parcel pads for
10 retail. It's not fully developed yet.
11 Q. What is on that property?
12 A. Retail pads, four operating businesses.
13 Q. Have you had partners in your
14 businesses?
15 A. Yes.
16 Q. And who are the partners?
17 A. There's numerous partners through each
18 LLC that are different.
19 Q. Tell me the -- let's go for the last
20 five years and tell me who you've been in business
21 with.
22 A. Chris Anderson; John Lewis, IV.
23 Q. Give me their addresses where they're
24 from.
25 A. I -- Chris Anderson is here in Mount

1 Pleasant, John Lewis resides in Charlottesville,
2 Virginia. There's numerous investors as well. I
3 don't have the addresses.
4 Q. Names?
5 A. Well, John Lewis is the main investor.
6 Tex Small, who is local, he has a multitude of
7 partners within his LLC that I don't know exactly
8 who they are.
9 Q. When did you first get in business with
10 Mr. Smalls (sic)?
11 A. I purchased Farrow Road, that I
12 mentioned earlier, which is a fuel station in
13 Columbia from Mr. Small about four years ago, I
14 believe.
15 Q. Any other projects with Mr. Small?
16 A. The Lewis Plaza project in Greenville,
17 South Carolina is a partnership with Mr. Small and
18 then the project in Shem Creek.
19 Q. And the project in Greenville, what
20 type project is that?
21 A. It's a retail strip center that's being
22 redeveloped.
23 Q. And where is that located?
24 A. It's in Greenville, South Carolina.
25 Q. Greenville's a fairly large place.

1 What's the address?
2 A. I don't know the address. It's on
3 Augusta Road.
4 Q. And what stores in it?
5 A. Currently it's individual retailers.
6 It will be a Harris-Teeter when it's redeveloped.
7 Q. And you are working on that?
8 A. No, I raised the equity for the
9 project. I'm a passive investor.
10 Q. And who did the developmental work on
11 that project?
12 A. AVTEX.
13 Q. And is that the first project you did
14 with Mr. Smalls?
15 A. No, I bought a gas station.
16 Q. Oh, you said that. That was earlier?
17 A. Correct.
18 Q. What is your educational background?
19 A. Studied corporate communications in
20 finance at the University of Dayton and College of
21 Charleston.
22 Q. Did you graduate from the College of
23 Charleston?
24 A. No, I did not.
25 Q. And how about the University of Dayton?

1 A. No, I did not.
2 Q. How long did you go to each one of
3 them?
4 A. Four years at the College of Charleston
5 and two at the University of Dayton.
6 Q. And the Shem Creek project, when did
7 you first get involved in it?
8 A. 2011.
9 Q. And --
10 A. Well, let me phrase it -- when you say
11 the Shem Creek project, are we talking about the
12 redevelopment of it or the ownership of it?
13 Q. We're talking about the garage.
14 A. 2011.
15 Q. And how did you become involved in it?
16 A. We had a meeting with the current mayor
17 and the town administrator to discuss their plans
18 to lease the space from us, the land, and build a
19 parking garage there.
20 Q. Who owned the land?
21 A. The Simmons family owns the land.
22 Q. And how did you get connected with the
23 Simmons family?
24 A. I purchased the ground lease with my
25 partners in 2009 for the entire site out of a short

1 sale with the bank.
2 Q. And how much did you pay for it?
3 A. 850,000 dollars.
4 Q. And how many acres was that?
5 A. Approximately 3.2 acres with four
6 buildings on site.
7 Q. And where -- who funded that purchase?
8 A. John Lewis.
9 Q. And tell me who Mr. Lewis is. I know
10 you mentioned him earlier.
11 A. He's a partner of ours in
12 Charlottesville, North Carolina -- or, excuse me,
13 Virginia, and is someone that has invested in a
14 number of our deals including Farrow Road.
15 Q. And Mr. Lewis is a developer?
16 A. No, Mr. Lewis is a retired Hedge fund
17 manager.
18 Q. And which Hedge fund did he manage?
19 A. Gardener Lewis.
20 Q. And where is it located?
21 A. It was -- I believe it's in Chadds Ford
22 when it was in existence, Pennsylvania.
23 Q. And when did the parking garage get
24 underway, the development --
25 MR. HALIO: Object to the form.

1 BY MR. PARKER:
2 Q. -- or the concept to develop the
3 parking garage?
4 A. The initial conversation was for the
5 City to build the garage. We were simply going to
6 be the landlord for the ground lease of the garage.
7 The exact date I'm not sure when we switched over
8 to developing it but what happened was the City
9 looked into building the garage themselves and
10 determined it did not want to spend the exact
11 amount of money it would take to build the garage.
12 I don't know the exact date when that conversation
13 happened. I would say sometime in 2011.
14 Q. And who did you deal with on trying to
15 develop the garage for the City?
16 A. The meeting was with Eric DeMora, Paul
17 Gawrych and the current mayor.
18 Q. And you were not able to get a deal
19 with it of doing it for the City because of the
20 money involved?
21 A. Charlie Potts, who is the chief
22 financial officer, suggested that to raise the
23 capital and to operate the garage was not within
24 their financial wherewithal.
25 Q. And as a result of the City not being

1 willing to do that, what did you do?
2 A. There was quite some period of time
3 between that conversation and our next
4 conversation. We began to work on plans to develop
5 the project with an office building.
6 Q. And you say we, who is we?
7 A. Tex, our group. And subsequently we
8 went back to the City with a proposal for a parking
9 license agreement.
10 Q. And when was that, if you recall?
11 A. I don't. I don't know the exact date
12 when as to when that was.
13 Q. And I assume you presented a proposal
14 in writing to the City?
15 A. We did with the actual license
16 agreement itself which took several iterations.
17 Q. And did you eventually get an agreement
18 with the City?
19 A. We did. We came to a agreement that
20 was voted on in council.
21 Q. And what was the terms of that
22 agreement?
23 A. Broadly speaking, that in exchange for
24 public access to the garage for 30 years, the
25 parking rates to stay at market rate for those 30

1 years, that the town would pay rent of 185,000 over
2 15 years and the second 15 years would pay a dollar
3 a year, the town would have no operational risk in
4 the deal and that the spaces -- there's an office
5 component to the project. The office would use the
6 required space as it needed during the day and at
7 nights and weekends all of the spaces in the
8 parking structure would be available to the public.
9 Q. And was that voted on by council and
10 approved?
11 A. It was.
12 Q. And what was the height of the proposed
13 building?
14 A. There was not a proposed building.
15 Q. How would there be an agreement without
16 knowing what the building would be?
17 A. There was a conceptual rendering of the
18 building.
19 Q. And what was the height of the
20 conceptual rendering?
21 A. It was a sketch plan. There was no
22 measurements on the building itself.
23 Q. At the time you were doing this, were
24 you aware of the height restrictions on buildings
25 in that area?

1 A. I'm not a designer. No, I don't
2 believe so.
3 Q. Did you -- when did you become aware
4 that there were height restrictions?
5 A. I believe when they started to draw the
6 building itself.
7 Q. And what did you become aware of?
8 A. I believe that the overlay district at
9 the time called for 45 feet in height.
10 Q. And did they design the building to
11 meet that or did you need a variance?
12 A. We needed a variance.
13 Q. And when did you first become aware
14 that there was a group that was going to oppose
15 your project?
16 A. I don't know the exact date to be
17 honest with you.
18 Q. Approximately.
19 A. There were Facebook posts that were
20 forwarded to me and some letters shortly after the
21 Earle's court decision and opposition, somewhere in
22 that timeframe. I don't know the exact date.
23 Q. And who did you learn was leading the
24 group opposing your project?
25 A. Mr. Owens.

1 Q. Did you know Mr. Owens?
2 A. No.
3 Q. Had you ever met him?
4 A. No.
5 Q. Ever seen him until today other than
6 the picture?
7 A. Well, I've seen him at town council
8 meetings, yes.
9 Q. Other than that?
10 A. No.
11 Q. Who else was involved in the project
12 other than you and Mr. Smalls?
13 A. We have other partners, Chris Anderson,
14 John Lewis. I'm not sure from Tex's perspective
15 who he is going to include in his family in the
16 project from an ownership standpoint but that's it
17 from an ownership standpoint.
18 Q. Okay. And what -- what is the status
19 of the project at the moment?
20 A. The project is underway.
21 Q. And the building has started?
22 A. It has.
23 Q. When did you decide that you were going
24 to take public action or take action against
25 Mr. Owens?

1 MR. O'KELLEY: Object to the form. I
2 can object from time to time but you can still
3 answer the question.
4 THE WITNESS: I never decided to take
5 action against Mr. Owens.
6 BY MR. PARKER:
7 Q. Well, why did you contact Mr. Crabtree?
8 A. I contacted him after I was forwarded a
9 pod cast that he had put on the air talking about
10 the project and I thanked him for his insight and
11 for bringing light to the issue.
12 Q. You saw a pod cast that Mr. Crabtree
13 had done?
14 A. Charles Muldrow had sent a pod cast to
15 me. Mr. Crabtree had been engaged in this issue
16 long before I was involved. I wrote Mr. Crabtree
17 an e-mail thanking him for his insight for shedding
18 light on the issue and the truth of what we were
19 really building on site.
20 Q. And obviously you must have thought
21 somebody was telling untruths about you or your
22 site?
23 A. I thought there were misstatements
24 about the project.
25 Q. What misstatements?

1 A. In the beginning the project was
2 referred to as a five-story parking garage and that
3 also was turned into a 55-foot parking garage. The
4 project was referenced to be on the creek. It's
5 not on the creek. Further in time Mr. Owens has
6 suggested that all the guidance documents for the
7 Town of Mount Pleasant have been ignored, including
8 the crab report. Mr. Owens has suggested that the
9 town officials have been unduly influenced, in fact
10 quoting Bible scripture and suggesting special
11 interests are getting their way.
12 Q. And you found that offensive?
13 A. I don't find it anything. I find -- I
14 believe it to be untrue.
15 Q. Do you find it offensive that Bible
16 verses were quoted?
17 A. Only in the sense they suggest that
18 there was extortion, which is what one of them
19 refers to.
20 Q. Now, who said that you were engaged in
21 extortion?
22 A. No, I didn't say I was engaged in
23 extortion.
24 Q. Well, you mentioned extortion, which
25 is --

1 A. That's the quote from the Bible verse
2 Mr. Owens posted on his Facebook.
3 Q. What's the quote?
4 A. Can we look at the -- it's part of the
5 discovery. I don't know the exact quote verbatim.
6 Q. Well, I just received this this
7 morning.
8 A. Okay, fair enough, but --
9 Q. I'll let you locate it for us.
10 A. Okay. I don't know, you guys might be
11 more helpful. Here it is. Do you need to see it
12 or?
13 Q. Yes, I'd like to see it.
14 MR. HALIO: You can refer to it by
15 number on the bottom.
16 MR. EARLY: Yeah, what's the number on
17 the bottom?
18 THE WITNESS: It says Flesch 74.
19 BY MR. PARKER:
20 Q. Okay.
21 A. It's at the bottom.
22 Q. All right. I assume at the bottom it
23 says tyrannical rule is practiced extortion but one
24 who hates or have gotten gains will enjoy a long
25 reign?

1 A. I can't see the document if that's what
2 you --
3 Q. That's what it -- I'm reading it to
4 you.
5 A. Right.
6 Q. You found that offensive?
7 A. I didn't say I found it offensive. I
8 found it untrue. I don't know what in reference
9 he's saying that to.
10 Q. Well, he doesn't say, does he?
11 A. Could I see the document, please?
12 Q. Sure. Sure.
13 A. The paragraph above it says it's
14 amazing to me how sensitive and defensive a town
15 council member can be, everything I state is taken
16 personally. It goes on. He's referring to town
17 council in this paragraph.
18 Q. Who in particular?
19 A. It does not say who. He says town -- a
20 town council member. It does not say.
21 Q. Now, why did that cause you to do
22 anything?
23 A. It didn't cause me to do anything.
24 Q. You said that once you saw that and it
25 was a Bible verse that you decided because of that

1 as I took it. What was the context --
2 MR. HALIO: Object to the form.
3 MR. O'KELLEY: Same objection.
4 BY MR. PARKER:
5 Q. Let's go this way. Give me the context
6 of what you said about the Bible verse.
7 A. You were asking me why I felt there
8 were misstatements or mischaracterizations about
9 the project.
10 Q. Right.
11 A. And this is in reference to a town
12 councilman are being sensitive as it relates to my
13 project with quotes of Bible verses about
14 ill-gotten gain. That's it.
15 Q. And what did -- why did that -- did you
16 do anything as a result?
17 A. I don't believe there's ill-gotten gain
18 by anybody.
19 Q. What did you take that to mean, that
20 you were being criticized for contributing money to
21 people or something?
22 A. He's not speaking about me, sir, he's
23 speaking about a town council member and he is
24 relating it to ill-gotten gain in a Bible verse.
25 That's it, there's nothing more to it.

1 Q. Had you made any contributions to any
2 town council members?
3 A. Yes.
4 Q. Now, who all have you --
5 A. Ken Glasson.
6 Q. -- contributed?
7 A. Ken Glasson.
8 Q. Anyone else?
9 A. That's it.
10 Q. How about Mr. Smalls, did he contribute
11 to any council member?
12 A. I don't know what Mr. Small did.
13 Q. You didn't discuss it with him?
14 A. No.
15 Q. Do you know whether he contributed to
16 any town council members?
17 A. I would assume he probably did.
18 Q. And I'm trying to -- as a result of
19 this quote did you decide to do anything?
20 A. No.
21 Q. The other quote says, wisdom makes one
22 wise person more powerful than ten rulers in a
23 city. Did you find something offensive about that?
24 A. I don't find anything about offensive
25 about that, no.

1 Q. Why did -- why were you looking at
2 these posts by Mr. Owens? What caused you to be
3 doing that?
4 A. The fact that he was trying to fight
5 the project.
6 Q. And when did you -- when you cited
7 every citizen has a right to speak out publicly
8 about things --
9 A. Yes.
10 Q. -- did you find that offensive?
11 A. No.
12 Q. Did you think that by public opposition
13 to the project it was somehow directed against you?
14 A. I believe it was directed against my
15 project and my livelihood.
16 Q. And so how much money did you hope to
17 make off of the project?
18 A. I don't have a hope to make a certain
19 amount of money.
20 Q. Did you -- obviously handled that as
21 your investment?
22 A. Correct.
23 Q. And when you analyzed it, what did you
24 think you would be able to make by doing the
25 project?

1 A. At the time there was no equity
2 partner. The terms of the actual agreement to
3 build it weren't finalized so it would be
4 impossible to answer that question.
5 Q. Did you have -- obviously had a concept
6 about how much you would profit by the project.
7 A. Sure, we had a concept.
8 Q. And what was that concept?
9 A. That in the deal over a number of years
10 it would profit.
11 Q. And by profit, how much?
12 A. I don't have a specific dollar amount.
13 Q. You don't have any ballpark figure?
14 A. Not a specific dollar amount, no.
15 Q. When did the opposition to your project
16 start?
17 A. I don't know that exact date.
18 Q. When did you become aware of it?
19 A. Again, I don't know that exact date.
20 When the public hearings with council and Mr. Owens
21 began to show up and circulate the petition I guess
22 would be the first time. I don't know the date
23 that that petition was begun to circulate.
24 Q. Would it have been sometime in 2012 --
25 I mean '14. Excuse me.

1 A. Again, I don't know. I don't know
2 that. We can look at the petition when it was
3 circulated. That would --
4 Q. Let me ask you about -- when did you
5 first contact Mr. Crabtree?
6 A. I want -- I don't know the date. I
7 believe it was in -- I believe it was in April of
8 2014 where I thanked him for his insight on his pod
9 cast.
10 Q. Do you have an e-mail in there or
11 something that would reflect that date?
12 MR. HALIO: I think here.
13 THE WITNESS: Is it back further?
14 MR. HALIO: Yeah.
15 THE WITNESS: I don't see the e-mails
16 in here, guys. I know they were in there.
17 MR. EARLY: Andy, 105.
18 MR. HALIO: 105?
19 THE WITNESS: We've got to go back
20 further. I missed it. I don't see the e-mail
21 here. I see the e-mail from August 4th where I
22 agree to go on his show is the answer to that. I
23 don't know.
24 BY MR. PARKER:
25 Q. Did you think there's an earlier

1 e-mail?
2 A. There's an e-mail -- it might be part
3 of the architect's that we produced in discovery.
4 There's an e-mail in which I suggest that -- I
5 thank him for his insight and that was it.
6 Q. And that's because he had gone on the
7 air as being -- supporting your project, being in
8 support of it?
9 A. Correct.
10 Q. And so you contacted him about that and
11 then after that did you continue to be in contact
12 with him?
13 A. Yeah. That's the next e-mail on August
14 4th.
15 Q. Okay. Let me see that.
16 MR. O'KELLEY: Tyler, just for the
17 record, what number Flesch?
18 THE WITNESS: This is Flesch 106. I'm
19 sorry.
20 BY MR. PARKER:
21 Q. On your Document 106 is an e-mail from
22 you to Bryan Crabtree dated August 4th and in this
23 you state that I am one of the developers of AVTEX
24 project in Shem Creek, I want to thank you for your
25 continued efforts to eliminate the reality about

1 the project and these unreasonable folks who are
2 causing significant damage to Mount Pleasant's
3 economic future. Who did you think was damaging
4 Mount Pleasant's economic future?
5 A. The opposition to the project that the
6 town had voted to move forward with.
7 Q. And so you coincided your answers with
8 Mount Pleasant's?
9 A. They are aligned, that is correct.
10 Q. And, in other words, you think what's
11 good for Mount Pleasant is also good for you?
12 A. Not in a general sense, in the sense
13 that Mount Pleasant is a partner in the parking
14 license agreement of the project.
15 Q. And you took offense to the fact that
16 people were opposing it?
17 A. I didn't take offense to it.
18 Q. Did you then contact Mr. Crabtree again
19 on August the 12th? And I'm going to hand you
20 Exhibit 2.
21 (PLF. EXH. 2, E-mail dated 8/12/14 to
22 Bryan Crabtree from Tyler Flesch, was marked for
23 identification.)
24 THE WITNESS: Yes, I did.
25 MR. PARKER: And you all are going to

1 have to share these over there. I don't have -- I
2 didn't bring enough. I didn't know we were going
3 to have this many attorneys.
4 BY MR. PARKER:
5 Q. But in this document you tell
6 Mr. Crabtree that tonight is going to be a nasty
7 town council --
8 A. Correct.
9 Q. -- or T council, look for a Jim Owens
10 soliloquy over -- of over 20 minutes by folks
11 yielding their time, the guy doesn't know when to
12 quit lying?
13 A. Correct.
14 Q. And so you said that you didn't take
15 any offense to the opposition by Mr. Owens but you
16 must have taken some offense to him to be calling
17 him a liar?
18 A. No, it's a statement of fact.
19 Q. All right. It's a state -- tell me
20 what he had lied about and list them for me.
21 A. Well, I thought we did this already.
22 Okay. We'll start again from the top. Mr. Owens
23 referring to the project as a 55-foot parking
24 garage, Mr. Owens referring to my project being on
25 Shem Creek, Mr. Owens publicly stating and in

1 writing that all the guidance documents for the
2 Town of Mount Pleasant have been ignored, including
3 the crab report, Mr. Owens referring to the rent
4 payments by the Town of Mount Pleasant and the
5 parking license agreement as a subsidy, Mr. Owens
6 referring to my garage as a subsidized project,
7 Mr. Owens suggesting in both print, media, Facebook
8 and in person that there's no public benefit to the
9 parking license agreement to the Town of Mount
10 Pleasant and there's not one penny going to the
11 public interest of the Town of Mount Pleasant.
12 Q. All right. What else?
13 A. Mr. Owens putting a petition out there
14 that says rescind or repeal a binding document that
15 had already been voted on and signed. There's no
16 option in that document to rescind or repeal it.
17 And then recently Mr. Owens suggesting my parking
18 license agreement has expired which he publicly
19 stated on his Facebook page.
20 Q. Anything else?
21 A. That's all I can think of at the
22 moment. Actually, there was one more thing I
23 thought of.
24 Q. Okay.
25 A. Mr. Owens wrote an open letter to the

1 town council and the mayor in which he suggested
2 developers can only rely on the information and
3 guidance given to them by the Town of Mount
4 Pleasant and Mr. Owens and his group are currently
5 suing us for relying upon the permit we were
6 granted by the Town of Mount Pleasant.
7 Q. Well, you don't think that citizens
8 have a right to challenge development?
9 A. I didn't say that.
10 Q. Well, what -- I mean, why do you think
11 that there's some --
12 A. I suggest that he made a public
13 statement that said developers can only rely on the
14 guidance given to them by the Town and I did
15 that -- in effect, I have a permit from the Town of
16 Mount Pleasant. I relied upon the guidance from
17 the Town. Mr. Owens and his group now feel like
18 that statement I guess isn't accurate and are going
19 to sue the Town of Mount Pleasant and us.
20 Q. Well, isn't that the right of citizens
21 to challenge --
22 A. I didn't say they didn't have the right
23 to do it. You asked me where he misspoke. That is
24 where he misspoke.
25 Q. Tell me again how he misspoke.

1 A. He said -- and I'm paraphrasing. We
2 can pull the quote out from the open letter to town
3 council that developers can only reply (sic) upon
4 the guidance given them by the Town and that is
5 what we have done, we have relied upon the guidance
6 been given to us by the Town. We have a permit
7 that's valid. Mr. Owens and his group now
8 challenge that premise and are suing the Town of
9 Mount Pleasant and the development group.
10 Q. And you don't think that they should be
11 doing that, obviously?
12 A. I didn't say that.
13 Q. Well, you seem to be upset about it.
14 A. Please -- please don't put words in my
15 mouth. I did not say that.
16 Q. I'm going by my observations of the way
17 you're responding to the questions but you're not
18 upset --
19 A. I was trying to answer -- I was
20 answering your question --
21 MR. HALIO: Wait a second. You all
22 can't talk at the same time --
23 MR. PARKER: Correct.
24 MR. HALIO: -- or this lady over here
25 is going to get mad with both of you all.

1 THE WITNESS: Sorry.
2 BY MR. PARKER:
3 Q. Are you upset about this?
4 A. Am I upset about what?
5 Q. The opposition to your project.
6 A. I don't care for the fact they're
7 opposing the project, no.
8 Q. And did you get angry about it?
9 A. No. It's a pragmatic situation of
10 trying to have a project move forward.
11 Q. And when you sent Exhibit 2 which
12 you've got before you, you weren't angry?
13 A. No, I believe I'm stating what's going
14 to happen and I'm pointing out to Bryan to check
15 out Facebook. No, I don't -- I don't see anger in
16 that.
17 Q. All right. Why did you want
18 Mr. Crabtree to check out Facebook?
19 A. So he could be -- see what was being
20 said about the project. He was actively engaged
21 with Mr. Owens and the group opposing the project.
22 He would post on his Facebook site, they would post
23 on theirs. He was actively engaged in this issue
24 without anything to do with me.
25 Q. All right. The nine things you listed,

1 those which you are saying Mr. Owens was lying
2 about, is that correct?
3 A. That's what I could recall off the top
4 of my head, yes.
5 Q. At one time was the building, the
6 conceptual plan, 55 feet tall?
7 A. The conceptual renderings don't have a
8 height to them. We talked about this earlier.
9 They were drawn -- they were always four stories.
10 Q. And what was the height?
11 A. I don't know -- on a conceptual
12 rendering? I --
13 Q. I'm sure you had a concept of height.
14 That's not ridiculous.
15 A. Well, no, I would say on average it
16 would be 12 to 13 feet per floor. However, this
17 building is going to be precast which means the
18 pieces are fabricated off site and brought in in
19 concrete. It grazed the height of the building
20 where we needed a variance so -- but from a
21 conceptual rendering, I can't tell you how tall the
22 building was other than it was four stories.
23 Q. You were going to build a building, you
24 had no concept of what the height was even though
25 you knew --

1 A. Four stories.
2 Q. -- it had restrictions?
3 A. Four stories.
4 Q. Is that correct?
5 A. No, that's not correct.
6 Q. Well, what did you have as a concept of
7 the height?
8 A. A four-story building. The rendering
9 does not show you whether the building is going to
10 be stick-built, precast-built. Those were to be
11 determined at a later date.
12 Q. So what you're saying today is that
13 when you started this project, when you did a
14 rendering of the project you had no concept of how
15 high the building was going to be?
16 A. I did not say that.
17 Q. Well, that's in essence what you said.
18 A. I did not --
19 MR. HALIO: Object to the form.
20 BY MR. PARKER:
21 Q. Well, you tell me what the concept was
22 of the height.
23 A. A four-story building.
24 Q. And how high is a four-story building?
25 A. Depending on the building methods could

be anywhere from 12 to 15 feet per floor.

Q. All right. So somewhere between 52 and 60 feet?

A. No, four times 12 is 48.

Q. Okay. I thought you said 13, I'm sorry. So 48 to 60?

A. Correct.

Q. And what was the height restriction?

A. It was 45 at the time.

Q. So you knew the building was going to exceed the height restriction?

A. If it had the parking structure.

Q. But did it have the parking structure?

A. It did.

(PLF. EXH. 3, E-mail chain dated 9/16/14 to Chris Cook, Greg Jones and Steven Truschka from Mark Dillon, ADC_000075, was marked for identification.)

BY MR. PARKER:

Q. I'm going to hand you the next Exhibit 3 which is an exhibit we've had in the other depositions in this case and Exhibit 3 is a e-mail from you to Mark Dillon, correct?

A. It appears so, yes.

Q. And in this you say, Mark, I am sharing

1 this info as a courtesy to illuminate some light on
2 the situation. Unfortunately, this is the tip of
3 the iceberg in terms of materials. We will
4 continue to explore our options and review these
5 materials.
6 We don't apparently have the materials
7 but what materials were attached to that?
8 A. I believe those were the examples in
9 Mr. Owens' posting during business hours as well as
10 the e-mails that he attended the meeting with Town
11 council members' staff in regards to opposition to
12 my project.
13 Q. And what was your purpose in contacting
14 Mr. Dillon?
15 A. Mr. Dillon that morning had met with
16 us.
17 Q. And where had you met with him?
18 A. We met with Mr. Dillon, Mr. Muldrow,
19 Mr. Herin, Mr. Johnson at the Stubbs Muldrow
20 office. ADC Engineering was terminated from the
21 project that morning. Mr. Dillon indicated that he
22 did not know everything that had happened or when
23 it had happened but he needed to look into it and
24 so I shared with him some examples that I had of
25 what was going on.

1 Q. Did you ask Stubbs Muldrow to terminate
2 the contract with ADC?
3 A. Our partnership did, yes.
4 Q. Who in particular asked?
5 A. Chris Anderson and myself.
6 Q. And who did you talk with?
7 A. We met with Charles Muldrow.
8 Q. And you said what? Who said what?
9 Let's go that way.
10 A. I don't remember the specific
11 conversation but essentially that we wouldn't -- we
12 didn't want ADC to work on the project if they were
13 going to fight it from within.
14 Q. And how did you learn that Mr. Owens
15 was employed with ADC?
16 A. I believe it was the night of the 15th
17 we were certainly curious after months and months
18 of council meetings and very particular analysis of
19 our plans, setbacks, et cetera, I began a search on
20 Google, Facebook, et cetera. It led me to LinkedIn
21 which I don't know if you're familiar with that
22 site but LinkedIn had his profile, listed ADC
23 Engineering and then I called my partner, Chris
24 Anderson, who later sent photos that he found on
25 line.

1 We weren't sure it was him just because
2 it was on LinkedIn, we had to verify it, and then I
3 confronted Mr. Muldrow with the architects that in
4 fact we believe that Mr. Owens worked for the
5 engineer that we had hired. And that would have
6 been I believe the evening of the 15th we figured
7 out who Mr. Owens was and then on the 16th we
8 terminated or ADC or I had Stubbs Muldrow terminate
9 ADC.
10 Q. You wanted to take punitive action
11 against Mr. Owens?
12 MR. O'KELLEY: Object to the form.
13 THE WITNESS: No.
14 BY MR. PARKER:
15 Q. What did you want to do?
16 A. I wanted to get my project built. I
17 didn't -- I didn't want to pay ADC Engineering when
18 they were fighting my project.
19 Q. Did you hire ADC Engineering?
20 A. No, Stubbs Muldrow hired ADC
21 Engineering.
22 Q. So they had a contract with Stubbs --
23 between Stubbs Muldrow and ADC Engineering,
24 correct?
25 A. Correct.

1 Q. And it was your intent to cause Stubbs
2 Muldrow to terminate that contract?
3 A. I had the right to authorize any
4 engineer, architect, contractor that would work on
5 the project. That's within the contract I have
6 with Stubbs Muldrow.
7 Q. And you made an assumption that
8 Mr. Owens was aware that ADC Engineering had
9 something to do with your project?
10 A. Absolutely not.
11 Q. Well, if he didn't know that ADC
12 Engineering was involved in the project, then don't
13 you think it would have been a good thing to let
14 him know that?
15 A. It's of no concern to me. I had a
16 vendor that we had hired and had a fiduciary
17 responsibility to me that was fighting my project.
18 Whether it was Mr. Owens or another employee of
19 theirs is irrelevant.
20 Q. Well, you're equating Mr. Owens with
21 ADC Engineering, you think they're one and the
22 same?
23 A. I'm not saying that, I'm saying that in
24 my estimation, Mr. Owens worked there, he had a
25 conflict.

1 Q. You must have further assumed that he
2 knew of the conflict?
3 A. I didn't -- I made no such assumption.
4 I did not care for the fact a vendor that I had
5 working on my project was allowing my project to be
6 contested, especially during working hours.
7 Q. But how did you know what he had been
8 doing during working hours?
9 A. He took a meeting with my partner, town
10 council members' staff during working hours. He
11 was there in person. He's posting on Facebook
12 during working hours.
13 Q. What was -- what were his hours?
14 A. Normal business hours, somewhere
15 between -- I don't know what his business hours
16 were. I would assume 8:00 to 5:00, 8:00 to 6:00
17 like everybody else.
18 Q. Well, everybody doesn't have the same
19 working hours, do they?
20 A. No, that's fair.
21 Q. But you made that assumption?
22 A. I made the assumption that Mr. Owens
23 was employed by one of my vendors that I was paying
24 to help work on the project, not defeat the
25 project.

1 Q. And you thought that Mr. Owens -- you
2 must have thought he was aware of ADC Engineering
3 involvement with the project?
4 A. No.
5 Q. You didn't have any assumption about
6 that?
7 A. I didn't make that assumption, no.
8 Q. Okay. At this meeting that you had at
9 the architect's office did you ask Mr. Dillon to
10 fire Mr. Owens?
11 A. No.
12 Q. Did you ever ask him to do that?
13 A. No.
14 Q. Did you ask anybody to do that?
15 A. No.
16 Q. Did you suggest that that may be
17 something they may want to consider?
18 A. I asked them what they were going to do
19 about the fact that they had allowed this to
20 happen.
21 Q. And what did they say?
22 A. That Mr. Dillon was extremely clear
23 with me, he didn't know what had happened and what
24 had transpired. He gave he the assurances that
25 they would look into it and that they would contact

1 both their attorney and get back with us. He
2 further -- I asked a very pertinent question in
3 that meeting and my partner prompted me to ask that
4 question but was did Mr. Owens have access to my
5 proprietary information within the computer systems
6 of ADC and I was told he did and I expressed great
7 concern to Mr. Dillon that what are you going to do
8 to stop the access to this information, how are you
9 going to make this right with us.
10 You know, it's one thing to simply
11 terminate ADC, it's another to know that my
12 information, my project, my drawings, all those
13 potential things could be in the hands of somebody
14 that was fighting the project. Mr. Dillon assured
15 us he would look into it and we never frankly
16 really heard back from Mr. Dillon except for one
17 e-mail that he responded to an e-mail I had sent
18 and I have not spoken to Mr. Dillon since.
19 (PLF. EXH. 4, E-mail chain dated
20 9/16/14 to Mark Dillon from Tyler Flesch,
21 ADC_000076, was marked for identification.)
22 BY MR. PARKER:
23 Q. I'm going to hand you Exhibit 4 which
24 is an e-mail between yourself and Mr. Dillon and
25 his response to you, is that correct?

1 A. Yeah, this is the follow-up to our
2 meeting.
3 Q. In this e-mail you said, Mark, I
4 appreciate your time today. I am going to send you
5 a link to few snippets of Facebook, e-mails for
6 illustration purposes and I encourage you to send
7 someone on the Saving Shem Creek Facebook group to
8 look at content and time of the posts themselves.
9 This is a small fraction of what we have and I
10 think you will see the gravity of this as you read
11 on. What all did you send to him?
12 A. It was in the e-mails we provided.
13 There were Facebook posts and I believe there was
14 the e-mail, the invitation to the meeting that I
15 referenced with the council members and staff.
16 Q. You say, especially the segments where
17 he references speaking directly to the mayor about
18 finding an alternative location for the deck and
19 communicating with the mayor and council members
20 directly regarding my project as well as calling
21 for the rescinding of the funding, 2.8 million
22 dollars, for the deck. I will also include one of
23 four presentations he has made to date about the
24 deck at council meetings which are riddled with
25 inaccuracies and exaggeration. I look forward to

1 speaking with you about how this can be resolved
2 amicably. Is that correct?
3 A. That's correct.
4 Q. And what did you mean about how this
5 can be resolved?
6 A. I believe that ADC did not serve their
7 responsibilities to us as a vendor. That's --
8 Mr. Dillon was clear that he didn't know what had
9 happened, he was going to look into it. Both Chris
10 Anderson, myself said that is not satisfactory, as
11 a vendor of a project you have responsibility to
12 ensure that you help us, not hurt us.
13 Q. And you equated Mr. Owens with ADC, is
14 that correct?
15 A. I don't -- I wouldn't phrase it like
16 that, no. ADC was an engineer of the projects and
17 Mr. Owens during his employment at ADC was fighting
18 the project.
19 Q. But you equated the two of them that
20 because Mr. Owens was employed by ADC --
21 A. He was an employee of ADC, yes.
22 Q. And therefore that means that your
23 engineering firm was opposing you, is that how you
24 felt?
25 A. For the actions during the business

1 hours, yes, I did.
2 Q. What did you think if you got Mr. Owens
3 to not oppose your project, did you think that the
4 opposition was going to go away?
5 A. I wouldn't have any way of knowing
6 that.
7 Q. Is that what you wanted?
8 A. Opposition or no opposition, I want to
9 build the project, that's -- it's that simple.
10 Q. And to build a project it would be nice
11 if the opposition went away?
12 A. I simply want to build the project.
13 Q. And the opposition was standing in the
14 way?
15 A. To some degree. There's two different
16 issues, there's the building and then there's the
17 parking license agreement. Those are two separate
18 issues.
19 Q. What are the separate issues?
20 A. Well, the building's going to be built
21 either way. The parking license agreement, whether
22 it moves forward or not doesn't have anything to do
23 with the building at this point being built.
24 Mr. Owens objected -- or his group or however you
25 want to phrase it objected to both, the building

1 and the parking license agreement, so they're two
2 separate issues.
3 Q. And which one did you think they were
4 in error or whatever in opposing? I assume both of
5 them.
6 A. I would say there's inaccuracies in the
7 statements they made on both, yes.
8 (PLF. EXH. 5, E-mail dated 9/17/14 to
9 Steven Truschka from Mark Dillon, ADC_000145, was
10 marked for identification.)
11 BY MR. PARKER:
12 Q. I next hand you Exhibit 5. Exhibit 5
13 is an e-mail from Sam Herin to Mark Dillon at the
14 bottom, is that correct?
15 A. Yes.
16 Q. And in that you received a copy of
17 that?
18 A. Yes, it appears to have gone to myself
19 and Chris Anderson, yes.
20 Q. And ADC was terminated at your request?
21 A. Yes.
22 Q. And you received a copy of the
23 termination letter?
24 A. This is the day after the meeting, yes.
25 Q. And that was sent from you demanded of

1 the architect?
2 A. That is something we asked them to do,
3 yes.
4 (PLF. EXH. 6, Letter dated 9/16/14 to
5 Mr. Mark Dillon, President from Samuel B. Herin,
6 AIA, ADC_000004, was marked for identification.)
7 BY MR. PARKER:
8 Q. And Exhibit 6 is the termination letter
9 that was attached to that e-mail, is that correct?
10 A. It appears to be the termination
11 letter, yes.
12 Q. And the reason for the termination was
13 Mr. Owens' opposition to your project, is that
14 correct?
15 A. The reason for the termination was a
16 vendor fighting the project. We didn't equate it
17 specifically to Mr. Owens. ADC and Mr. Owens being
18 an employee of ADC were fighting the project while
19 ADC was the engineer of record for us.
20 (PLF. EXH. 7, E-mail dated 9/18/14 to
21 Mark Dillon, Steven Truschka, Chris Cook and Greg
22 Jones from Tyler Flesch, ADC_000111, was marked for
23 identification.)
24 BY MR. PARKER:
25 Q. I next hand you Exhibit 7 and is

1 Exhibit 7 at the bottom a e-mail from you to
2 Mr. Dillon and others?
3 A. Correct.
4 Q. And in that you sent a -- the
5 screenshot about Mr. Owens that he commented on the
6 project, is that correct?
7 A. Yeah, he was asking for an answer from
8 the mayor, that is -- that's correct.
9 Q. You state that it's completely
10 unacceptable for Mr. Owens to give his opinions on
11 TV, is that correct?
12 A. Yeah, the conversation on the 16th was
13 with the meeting with Mark Dillon and the
14 architects. I had demanded that any opposition
15 from ADC to my project stop immediately and in fact
16 then told them that we were all additionally going
17 to terminate them so I had told them ADC's
18 opposition to my project needed to stop. That was
19 the conversation I referenced that we had. I told
20 him --
21 Q. And then you were letting him know that
22 Mr. Owens would have been interviewed on TV?
23 A. I'm letting him know, yes, that in fact
24 an ADC employee is still out there opposing the
25 project. That was the conversation we had had on

1 the 16th.
2 Q. And you state that I would highly
3 suggest that your partners and myself meet in the
4 very new future before this gets even more out of
5 hand?
6 A. Correct, that's what it says.
7 Q. Now, what were you all going to meet
8 about?
9 A. Again, I had asked that all the
10 opposition from ADC stop as my former vendor at
11 that point, this is on the 18th, the 16th we had
12 terminated them, I had asked them that they stop
13 and Mr. Dillon agreed that ADC would not fight the
14 project and it continued on and I let him know we
15 should meet very soon. There's -- our partnership
16 felt like there was a huge problem in our vendor
17 fighting the project that they were engaged to help
18 develop.
19 Q. What was ADC -- what was their scope of
20 work?
21 A. ADC and Mark Dillon in particular
22 handled the structural engineering component of the
23 project.
24 (PLF. EXH. 8, E-mail chain dated
25 9/18/14 to Mark Dillon, Steven Truschka, Chris Cook

1 and Greg Jones from Tyler Flesch, ADC_000110, was
2 marked for identification.)
3 BY MR. PARKER:
4 Q. Next I'll hand you Exhibit 8 and
5 Exhibit 8 is another e-mail from you to Mark Dillon
6 and others?
7 A. Correct.
8 Q. And in it you said, I just received a
9 call from the Town and they are less than pleased
10 with being called out for no reason. They have
11 followed procedure to a T on this. They are now
12 aware that Jim is an employee of ADC?
13 A. Correct.
14 Q. Is that because you told them that?
15 A. I told -- yes, I told Paul Gawrych
16 that.
17 Q. And why did you tell him that?
18 A. So there would be no more meetings with
19 anyone from ADC on my project. They weren't aware
20 that Jim was an ADC employee and was a vendor of
21 mine during the last meeting we had.
22 Q. Who did -- who from ADC met with
23 anyone --
24 A. Jim.
25 Q. -- at the time?

1 A. Mr. Owens.
2 Q. In an official capacity with -- for
3 ADC?
4 A. I don't know how you characterize
5 official. It was 8:30 in the morning on a Monday.
6 Mr. Owens met with my partner, Tex Small, staff
7 from the Town, Paul Gawrych, Chris O'Neil, I
8 believe Gary Santos was in the room, those are
9 council members, to discuss our plans, alternatives
10 to our plans, their suggestions of why they oppose
11 the project. He was in the room during business
12 hours as our vendor.
13 Q. He was there as an employee of ADC?
14 A. I don't know that but I -- he's there
15 and he works for our vendor.
16 Q. Well, did you ever ask Mr. Owens if he
17 knew that ADC had a role in this project?
18 A. I did not.
19 Q. How large a firm is ADC?
20 A. I don't know.
21 Q. Do you know how many employees they
22 have?
23 A. I have no idea.
24 Q. Do you know whether Mr. Owens had any
25 idea that ADC Engineering was involved in the

1 project?
2 A. I do not.
3 Q. That was not significant to you, I
4 guess?
5 A. If anyone had the best ability to know
6 whether ADC was involved in my project, it would
7 have been Mr. Owens.
8 Q. How would he know that?
9 A. He could have contacted his bosses, he
10 could have walked up the hallway and asked
11 somebody, he could have asked Stubbs Muldrow. He
12 could have called me.
13 Q. Why would he ask anybody that?
14 A. I would assume he would feel it was a
15 conflict.
16 Q. If he didn't know ADC Engineering was
17 involved in the project?
18 A. No, if he did know.
19 Q. Right. If he didn't know, it wouldn't
20 be a conflict, would it? It would be a conflict --
21 A. It would still be a conflict, he just
22 wouldn't know --
23 Q. -- he just wouldn't know of it but you
24 don't think that was important, you didn't try to
25 find that out?

1 A. I didn't create the conflict.
2 Q. But you didn't try to find out if
3 Mr. Owens knew anything about ADC being involved in
4 the project?
5 A. I talked to his partners -- or, excuse
6 me, the owners of the company. I didn't contact
7 Mr. Owens directly, no, I contacted the owners of
8 the company and made it clear what was happening,
9 sent them examples of what was happening. I would
10 assume they would speak with Mr. Owens.
11 (PLF. EXH. 9, Document entitled
12 Shocking Hypocrisy: "Saving Shem Creek" Leading
13 Member's Engineering Firm (Employer) Designed
14 Building He Wishes To Destroy, was marked for
15 identification.)
16 BY MR. PARKER:
17 Q. I'm going to next hand you what we've
18 marked as Exhibit 9. Exhibit 9 is a post by Bryan
19 Crabtree concerning Mr. Owens. Did you read
20 Exhibit 9?
21 A. I've seen it but I haven't -- I'm not
22 sure I read the whole thing but I've seen this,
23 yes.
24 Q. And this is what you wanted
25 Mr. Owens -- I mean Mr. Crabtree to publish or to

1 say about Mr. Owens?
2 A. Absolutely not.
3 Q. You didn't attempt to get him to do
4 this?
5 A. Absolutely not.
6 Q. You did nothing to try to persuade
7 Mr. Crabtree to talk about Mr. Owens on his show?
8 A. I gave Mr. Crabtree the information
9 that Jim worked at ADC Engineering, that is it. I
10 did not direct him to do anything with it.
11 Q. Okay.
12 (PLF. EXH. 11, E-mail chain dated
13 9/22/14 to Bryan Crabtree from Tyler Flesch, was
14 marked for identification.)
15 BY MR. PARKER:
16 Q. I'm going to next hand you Exhibit 11.
17 MR. O'KELLEY: We skipped 10?
18 MR. PARKER: I skipped 10.
19 MR. O'KELLEY: Okay.
20 BY MR. PARKER:
21 Q. And Exhibit 11 is an e-mail from you to
22 Bryan Crabtree?
23 A. Um-hum.
24 Q. And in this you state, just between us
25 but I will include some documentation so you know

1 your credibility is upheld in talking about this
2 stuff. This guy is out of control and the fact
3 that he makes his living off us commercial
4 developers is so hypocritical, call this guy out,
5 hard.
6 A. Right.
7 Q. And you're saying -- I asked you
8 previously did Mr. Crabtree do what you had asked
9 him to do and you said no.
10 A. Now you're not referencing the same
11 question. You asked me if I -- on the issue of
12 Mr. Owens working at ADC Engineering, I sent him
13 the information. I did not direct him to do
14 anything with that information. This e-mail is on
15 the 22nd and I believe this e-mail is after
16 Mr. Owens tells us to check our facts and post on
17 Facebook that in fact his firm -- he was not -- his
18 firm was not involved in the project, in fact he
19 posted a site plan with CSE's stamp on it and he
20 tells us to check his facts. Mr. Crabtree is now
21 wondering whether what I'm telling him is the
22 truth. And I say very clearly there, just between
23 us -- let me read that first section. Just between
24 us I will include some documentation so you know
25 your credibility is upheld in talking about this

1 stuff.
2 People are openly attacking
3 Mr. Crabtree, yellow journalism, you're not telling
4 the truth, you're attacking Mr. Owens. I provided
5 the termination letter and I provided an e-mail
6 from Mr. Owens to the Town attorney and so yes,
7 when he says check your facts and I say call him
8 out hard it's because we checked our facts and our
9 facts are correct, Mr. Owens does in fact work for
10 ADC Engineering, they were an engineer on my
11 project. That's as simple as that.
12 Q. And why did you want Mr. Owens to be
13 called out hard?
14 A. Because he could -- said to check our
15 facts indicating that Mr. Crabtree was not being
16 truthful when saying ADC worked on the project and
17 Mr. Owens worked for ADC.
18 Q. But if Mr. Owens didn't know ADC was on
19 the project, how would he know that?
20 A. How would I know whether Mr. Owens knew
21 or not?
22 Q. Well, wouldn't that be a question you
23 would ask before you asked Mr. Crabtree to call him
24 out hard?
25 A. Can I have the actual -- can we have

1 the post where he says call him out hard? Could we
2 find that? I'll answer -- I'll answer your
3 question.
4 Q. Okay.
5 A. Do you know where --
6 Q. I don't know where -- as I say, I got
7 this when we walked in the door.
8 THE WITNESS: Do we want the exact
9 quote or can I paraphrase what he said?
10 MR. HALIO: You're here to answer his
11 questions.
12 THE WITNESS: Okay.
13 BY MR. PARKER:
14 Q. You can say anything you want to answer
15 the question.
16 A. I'm sure I can. Just bear with me
17 because I'd like to have it, to be honest.
18 MR. HALIO: Let's take a couple
19 minutes.
20 MR. PARKER: That's a good thing.
21 (A recess transpired.)
22 BY MR. PARKER:
23 Q. Mr. Flesch, did you find the e-mail you
24 were looking for?
25 A. I did. It was a Facebook post but,

1 yes, I did.
2 Q. All right. If you would hand it to me
3 and let me look at it a minute.
4 A. Sure.
5 Q. This is a document that's Flesch 68 and
6 it is a Facebook post by Mr. Owens?
7 A. Right.
8 Q. And what did you want to tell me about
9 that?
10 A. Well, I'd like you to -- can we read
11 back the question, the specific question, is that
12 possible?
13 Q. We can.
14 A. Please do.
15 (The Court Reporter read the testimony
16 commencing on Page 56 Line 12 and concluding on
17 Page 56 Line 24.)
18 THE WITNESS: All right. So when I
19 look at Mr. Owens' post, he simply says -- and
20 I'll -- I can read from it, I guess, better check
21 your facts before making your claims. Below is the
22 preliminary site plan that was submitted in June,
23 check the engineer's stamp, I believe it belongs to
24 CSE Engineering.
25 This was taken off the Town of Mount

1 Pleasant Web site. If my employer had done any of
2 the preliminary work on this site such as Site
3 Zine, it would have prevented my involvement. It
4 doesn't say whether I knew or not, it doesn't say
5 any of that, it says if my employer had done any of
6 the preliminary work on the site. They in fact did
7 do preliminary work on this site. They were my
8 mechanical structural engineer for the project.
9 Mr. Dillon worked on the project, ADC was part of
10 this project and I'm responding to what he wrote.
11 He says, if my employer had done any of the
12 preliminary work on the site and he's telling us to
13 check our facts and I'm telling Mr. Crabtree that
14 it's true, here's the termination letter, they in
15 fact worked on the project.
16 Q. Well, I don't think anybody contests
17 the fact that was -- the question is whether
18 Mr. Owens knew.
19 A. I don't have any way to know what
20 Mr. Owens knew.
21 Q. Well, isn't that something you can ask?
22 A. I would say that's a two-way street.
23 Mr. Owens could have asked ADC Engineering if
24 they -- if we were a client.
25 Q. Well, why would he have any idea they

1 were a client -- you were a client?
2 A. Because Mr. Crabtree posted it because
3 he got a letter from our attorneys I believe on the
4 18th of September indicating that ADC Engineering
5 had previously provided services to our group.
6 This is the 22nd of September.
7 Q. Right. And -- but that doesn't mean
8 that prior to that date that Mr. Owens had any
9 knowledge of ADC's involvement, does it?
10 A. I never suggested that he did.
11 Q. Okay. Because it really didn't matter
12 to you whether he knew or not?
13 MR. O'KELLEY: Object to the form.
14 MR. EARLY: Same objection.
15 BY MR. PARKER:
16 Q. You can answer.
17 A. Can you repeat the question, please?
18 Q. Did it matter to you whether he knew of
19 ADC's involvement or not?
20 A. In the decision to terminate ADC
21 Engineering --
22 Q. In regards to anything.
23 A. No, it did not matter.
24 Q. Okay.
25 (PLF. EXH. 12, E-mail chain dated

1 10/18/14 to Gil Kirkman from Bryan Crabtree, was
2 marked for identification.)
3 BY MR. PARKER:
4 Q. All right, I'm next going to hand you
5 Exhibit 12. Exhibit 12 is an e-mail to you -- to
6 Bryan Crabtree from you?
7 A. Correct.
8 Q. And in it you state this guy is a
9 serious fraud in speaking about Mr. Owens, is that
10 correct?
11 A. That's what it says, yes.
12 Q. Well, you made an assumption that he
13 knew about ADC's involvement in the project, didn't
14 you?
15 A. That's not what that references.
16 Q. What is he a fraud about?
17 A. The ongoing misstatements about my
18 project over the course of the last year to 18
19 months.
20 Q. You still believe Mr. Owens is a
21 serious fraud?
22 A. I believe Mr. Owens made misstatements
23 about my project. I believe he fundraised off
24 those statements, I believe he advocated for change
25 in town ordinance off those statements and I

1 believe he used it to run for town council. I do
2 believe it's disingenuous, yes, sir.
3 Q. Disingenuous and serious fraud aren't
4 the same thing, are they?
5 A. That's -- I didn't say -- I didn't say
6 that.
7 Q. You did say serious fraud. You said,
8 this guy is a serious fraud.
9 A. That's what the e-mail says.
10 Q. That's you saying that, right?
11 A. I do believe disingenuous and serious
12 fraud are synonyms, I do believe that.
13 Q. You do believe that, you still believe
14 that today?
15 A. Yes.
16 Q. And who else have you called a serious
17 fraud?
18 A. In my lifetime I wouldn't -- I don't
19 know. I'm not sure that I have called anyone a
20 serious fraud.
21 Q. This is your language so what did you
22 mean by this guy is a serious fraud?
23 A. I believe I just answered that
24 question.
25 Q. Well, you said disingenuous. That's

1 what you meant?
2 MR. HALIO: Object to the form.
3 MR. O'KELLEY: Same objection.
4 THE WITNESS: I said that Mr. Owens
5 over the course of a period of time has misspoken
6 repeatedly about the project, we've gone through
7 those examples, and it's an ongoing course of
8 misstatements. Mr. Owens also took those
9 statements, fundraised off those statements,
10 gathered support for opposition to my project off
11 those statements, tried to change town ordinance
12 with the group he has off of those statements. I
13 believe that you take misstatements and use them to
14 get to a goal that it's fraud.
15 BY MR. PARKER:
16 Q. What is your meaning of fraud?
17 A. Using statements that aren't true to
18 get to a goal.
19 Q. Do you understand the meaning of
20 fraudulent?
21 A. I think I just explained that, didn't
22 I?
23 Q. You think that is a definition of fraud
24 what you explained?
25 A. I do.

1 Q. Okay. It's a serious allegation to
2 call somebody a serious fraud, isn't it?
3 A. I take most things in my life
4 seriously, yes.
5 Q. And to call somebody a serious fraud
6 would hurt their reputation?
7 MR. O'KELLEY: Object to the form.
8 BY MR. PARKER:
9 Q. Correct?
10 A. Not if it wasn't true.
11 Q. In other words, you think you can go
12 around calling people a serious fraud and if it's
13 not true it doesn't hurt their reputation?
14 A. I never said that.
15 Q. Well, I thought that's exactly what you
16 said.
17 A. That's not exactly what I said. We can
18 read it back.
19 Q. You tell me what you said.
20 A. Could you read it back,
21 please?
22 (The Court Reporter read the testimony
23 commencing on Page 63 Line 16 and concluding on
24 Page 64 Line 10.)
25 COURT REPORTER: Do you need more?

1 THE WITNESS: No, that's fine.
2 BY MR. PARKER:
3 Q. You said that if you call somebody a
4 serious fraud and it wasn't true, then it wouldn't
5 hurt their reputation?
6 A. If he's not a fraud, how could it hurt
7 his reputation?
8 Q. You don't believe that calling
9 people -- falsely calling them a fraud would hurt
10 their reputation?
11 A. It's possible.
12 Q. Would you want to be called a serious
13 fraud?
14 A. Only if it was true.
15 Q. Would you want to be a serious fraud?
16 A. Of course not.
17 Q. And why would you not want to be a
18 serious fraud?
19 A. Because that would mean I would be --
20 have either told lies or gotten to a goal about
21 using information that wasn't accurate.
22 Q. It would mean you're crooked?
23 A. I mean, I wouldn't use that term but...
24 obviously fraud indicates mistruth, yes.
25 Q. Indicates dishonesty?

1 A. It would indicate dishonesty.
2 Q. And would you want to be called
3 seriously dishonest?
4 A. I don't think anybody would want to be
5 called seriously dishonest.
6 Q. Why did you feel it necessary to use
7 terms such as calling Mr. Owens a serious fraud?
8 A. I was typing an e-mail and it was the
9 words that I typed. I believe that he has
10 repeatedly misspoken about my project.
11 Q. You were mad?
12 A. No.
13 Q. You deliberately and with reflexion
14 called him a serious fraud, you didn't do it from
15 an emotional standpoint?
16 A. No, I took into account that Mr. Owens
17 in my opinion has misspoken about my project
18 multiple times, has garnered support on those
19 statements for his cause, has fundraised on those
20 statements, has shown up at council meetings on
21 those statements and in fact ran for town council
22 on the same platform.
23 Q. What's the platform?
24 A. His platform is called Save Shem Creek.
25 As it relates to my project he has said things like

1 the Town has gathered -- garnered no benefit from
2 the parking license agreement, which is simply not
3 true.
4 Q. Well, what is the benefit?
5 A. The benefits, plural. That statement,
6 at least four different items I can think of that
7 statement's not true.
8 Q. Well, go ahead.
9 A. All right.
10 Q. Tell me.
11 A. The Town gets in the parking license
12 agreement 30 years of public access to parking that
13 they no -- would not have had had we not signed
14 this agreement. The Town only has to pay 15 years
15 of rent at 185,000 dollars a year, the last 15
16 years are a dollar a year. The Town doesn't have
17 to operate the parking garage, they take no risk on
18 loss, liability, anything associated with the
19 maintenance of the deck.
20 We have to keep the rates at market
21 rate, which is a definition in the parking license
22 agreement, meaning the citizens of Mount Pleasant
23 will have access to that parking at market rate.
24 And then the one -- I guess the last one I can
25 think of off the top of my head that is in the rent

1 section that Mr. Owens cut and pasted into his
2 presentation wasn't quite complete.
3 He cut and pasted Section 1.07 which is
4 the rent section in the agreement and in that's
5 where it states the 180,000 for 15 years; however,
6 the paragraph below that section is profit sharing
7 with the Town of Mount Pleasant so if the garage
8 actually profits, the rent is offset over those 15
9 years, meaning the Town can actually not have to
10 pay a dime and still have all the benefits that I
11 just listed.
12 Q. What's the benefits to Tyler Flesch?
13 A. Of the parking license agreement?
14 Q. Of the whole agreement of the parking
15 garage.
16 A. 185,000 dollars -- well, that's not to
17 me personally, the partnership I assume is what you
18 meant. There's a 185,000 dollar payment that comes
19 into the project over 15 years.
20 Q. 185,000 dollars over how often?
21 A. 15 years.
22 Q. For each?
23 A. Yes, sir. 2.77, I believe.
24 Q. Million?
25 A. Yes, sir.

1 Q. Some benefit to you?
2 A. Yes.
3 Q. And you thought the benefit was
4 disappearing and that's why Mr. Owens was
5 interfering with that benefit you were going to
6 receive?
7 A. I think Mr. Owens challenged both the
8 project and the parking license agreement.
9 Q. And you saw that as a threat to your
10 monetary interest?
11 A. Not in particularly because there's a
12 new restaurant that opened there. The parking deck
13 will be self-sufficient.
14 Q. But you saw it as a threat to your
15 financial interest?
16 A. I saw it as a threat to an existing
17 contract we had. I have obligations to perform on
18 that contract as well.
19 Q. What was your income last year?
20 A. Roughly -- I don't have an exact
21 figure. Roughly 200,000 dollars.
22 Q. Has it been that for a number of years?
23 A. It fluctuates in my business, it's up
24 and down, but somewhere between 150 to 200,000
25 dollars, yes.

1 Q. What's the best year you had?
2 A. The best year I think was 800,000.
3 Q. And what year was that?
4 A. I believe four or five years ago. I
5 sold some partnerships.
6 Q. Who works for you other than yourself?
7 A. Nobody.
8 Q. And what is the partnership agreement
9 about the parking garage, what is that agreement
10 between you and your partners?
11 A. I don't understand the question.
12 Q. In other words, you told me that you
13 and several other people are involved in the
14 development of the parking garage.
15 A. Right. The developer is Shem Creek
16 Development Group, LLC.
17 Q. Right.
18 A. And that's a partnership between Tex
19 Small and myself, Chris Anderson and John Lewis.
20 Q. That's equal shares?
21 A. No.
22 Q. What is the division of the shares?
23 A. 50 percent Tex Small, 25 percent John
24 Lewis, 12 and a half percent Chris Anderson, 12 and
25 a half percent to myself.

1 Q. And who is putting up the money?
2 A. Currently there's two groups that's
3 being negotiated with, it hasn't been determined.
4 Q. Who are those groups?
5 A. Samara Capital is one and then John
6 Lewis, the private individual that's already -- has
7 participated in the projects.
8 Q. And who is Samara Capital?
9 A. Samara Capital is an investment firm
10 out of Washington DC. They place cap -- they place
11 equity into real estate projects.
12 Q. Why does Mr. Smalls have 50 percent?
13 A. Mr. Smalls is required to sign on the
14 personal guarantee portion, a large portion of the
15 debt as a personal guarantor.
16 Q. And what is the total cost of the
17 project?
18 A. Land, everything, hundred percent.
19 19.4 million.
20 Q. And Mr. Smalls has to guarantee that
21 much -- whatever the --
22 A. No, there's a loan and then there's
23 equity but he has to guarantee the loan.
24 Q. And the loan is how much?
25 A. In concept currently, 13.25 million.

1 Q. And what is projected to be the net
2 income each year -- each year of the garage?
3 A. Currently it's in the neighborhood --
4 because the parking revenue is a fluctuating, it's
5 not a fixed rent, it's in the area of 1.5 million.
6 Q. And that would be the net after
7 expenses?
8 A. Not including debt service. You'd have
9 to pay on the loan after -- you know, out of that
10 million -- 1.5 million.
11 Q. Right. The only thing that would come
12 out of that would be the interest on the loan?
13 A. Right, and then the payments to the
14 capital partner. So if Samara was the partner,
15 they would have their share.
16 Q. Now, Red Drum Capital, what was the
17 purpose of having Red Drum Capital Group, LLC?
18 A. Red Drum Capital Group was a investment
19 exploratory company that Chris Anderson, myself and
20 John Lewis formed three years ago this -- from this
21 past May. It was to -- the first purpose was to
22 develop the Staples Mill project that I told you
23 about earlier in Richmond, Virginia and pursue
24 other opportunities as a group. That company after
25 three years, it was agreed upon we'd revisit

1 whether we wanted to continue. We discontinued
2 that company in May of this year.
3 Q. Did you dissolve the company with the
4 Secretary of State?
5 A. It's in process or has been done, yes.
6 We took a resolution vote in May to dissolve the
7 company but there will obviously be a tax return
8 filed for this year, et cetera, so...
9 Q. Have you had any conversations with
10 Mr. Crabtree?
11 A. Yes.
12 Q. When was that?
13 A. I mean, I've had multiple conversations
14 with Mr. Crabtree.
15 Q. Tell me how many conversations you had
16 with him.
17 A. I went on his radio show. We spoke via
18 e-mail.
19 Q. When was that?
20 A. The radio show?
21 Q. Yes.
22 A. I believe it was in August of 2014, I
23 believe.
24 Q. And I assume the subject of the radio
25 show was Shem Creek project?

1 A. It was. In fact, we've provided that
2 as -- or listed that as --
3 Q. As an exhibit in your production?
4 A. Yeah. I don't know what you call it.
5 Q. And where did you meet him -- other
6 than on the air, where have you met him, when
7 and --
8 A. I haven't.
9 Q. -- under what -- you haven't?
10 A. No.
11 Q. Your only meeting of him was when you
12 were on the air?
13 A. I went to the radio station, correct.
14 Q. How about telephone conversations?
15 A. No.
16 Q. None?
17 A. Outside of the conversations to go to
18 the radio interview, no.
19 Q. And the -- your communications with him
20 would be my e-mail?
21 A. Yes. Yeah, that's accurate.
22 Q. Any other conversations other than the
23 telephone conversation about coming on the air and
24 the on-air discussion?
25 A. No. We might have posted on Facebook

1 at the same time but those would be part of what
2 we've got in front of us.
3 Q. Did you comment to Mr. Crabtree about
4 his likening Mr. Owens to Pinocchio?
5 A. I'm sorry, ask that again.
6 Q. In the -- one of the exhibits we looked
7 at was a picture of Mr. Owens with a Pinocchio-type
8 nose. Did you have conversation with Mr. Crabtree
9 about that?
10 A. No, absolutely not.
11 MR. PARKER: I need to take a minute
12 and look at your documents. If you would hand them
13 back over, that part of the production.
14 (A recess transpired.)
15 (PLF. EXH. 13, E-mail dated 9/22/14 to
16 'Bc' from Tyler Flesch, FLESCH117, was marked for
17 identification.)
18 BY MR. PARKER:
19 Q. Exhibit 13 is an e-mail from you
20 apparently to BC. Who is BC?
21 A. I believe it's Bryan Crabtree.
22 Q. And in that you say, not 100 percent
23 sure. I assume that means you got an e-mail from
24 him asking you some question?
25 A. Yeah, I believe it was part of the

1 other e-mail provided we asked what the goal and
2 agenda of Saving Shem Creek was, I believe.
3 Q. You say, I think he figures he can get
4 paid by the bad guy and fight the good fight.
5 You're speaking about Mr. Owens, correct?
6 A. Correct.
7 Q. What is scary is he has access to the
8 proprietary information of a ton of developments in
9 this town. Are we the only ones affected, we don't
10 know yet because he hasn't openly attacked others
11 yet, correct?
12 A. That's what it says, yes.
13 Q. Why would you think he's going to
14 attack someone else?
15 A. I said we don't know yet because he
16 hasn't openly attacked others yet. I'm posing a
17 question. We don't know if he will.
18 Q. And you saw Mr. Owens as an
19 antidevelopment person?
20 A. I would say that would be a
21 characterization I would use, yes, in Mount
22 Pleasant.
23 Q. You said, these folks don't know Jim is
24 lying. And you're talking about the lies that are
25 the ones -- the nine you listed earlier?

1 A. That is correct.
2 Q. You said, it is very easy to be a
3 Facebook bully and lob comments and petitions from
4 the darkness of a Web page --
5 A. Right.
6 Q. -- but when tasked with finding
7 solutions or making positive suggestions you get
8 nonsensical vapid feedback. Did I read that
9 correctly?
10 A. Yeah, that's in reference to the group.
11 If you go to the beginning of that sentence it says
12 if you ask this group. That's not about Mr. Owens,
13 that's about the group, the group being Save Shem
14 Creek.
15 Q. How would you characterize this e-mail?
16 What was the purpose of it?
17 A. I was answering a question of what --
18 Mr. Crabtree asked what he thought the goal or the
19 eventual -- you know, the destination for Save Shem
20 Creek was and I believe it was what I said here,
21 Mr. Santos will run for mayor and Mr. Owens has run
22 for council or is running for council and I do
23 believe that what I say here. That was it, there
24 was no agenda, I was answering a question.
25 Q. You did have an agenda, didn't you?

1 A. No.
2 Q. You didn't have an agenda with
3 Mr. Crabtree to discredit your opposition to the
4 Shem Creek project?
5 A. You asked me about this e-mail and you
6 asked me how I would characterize the e-mail and I
7 would characterize the e-mail as me answering a
8 question that was posed by Mr. Crabtree, that's it.
9 Q. Did you have an agenda to stifle the
10 opposition to the Shem Creek project?
11 A. No.
12 Q. You did not want to do that?
13 A. I wanted the truth to be known about
14 the project.
15 Q. And the truth as you saw it?
16 A. I guess you can say the truth as I saw
17 it. I believe the truth as I see it to be the
18 truth. I believe documents will show it's the
19 truth, witnesses will show it's the truth.
20 Q. And so your position is that your
21 allegation that Mr. Owens is a serious fraud is
22 true?
23 A. Correct.
24 Q. And you wanted people to rely on that?
25 A. I was having a conversation with

1 Mr. Crabtree, I wasn't having a conversation with
2 the world.
3 Q. You wanted Mr. Crabtree to believe
4 that?
5 A. That was my position, yes.
6 Q. And I think I'd asked you this earlier
7 who else have you called a fraud and I think you
8 said you couldn't remember anybody else?
9 A. I don't know if I have or haven't in my
10 lifetime.
11 Q. Did you think that calling Mr. Owens a
12 serious fraud would hurt him in some way?
13 A. I said serious fraud to Mr. Crabtree, I
14 didn't say it to the world.
15 Q. Well, you might as well, you knew
16 Mr. Crabtree was going to broadcast it to the
17 world, didn't you?
18 MR. EARLY: Object to the form.
19 THE WITNESS: I did not know that.
20 BY MR. PARKER:
21 Q. You hoped he would, didn't you?
22 MR. EARLY: Object to the form.
23 THE WITNESS: I didn't have hopes or
24 aspirations or direction, I simply sent an e-mail.
25 BY MR. PARKER:

1 Q. And you didn't hope he would use that
2 on his program?
3 A. That he was a serious fraud and use
4 those words, no, I did not.
5 Q. Or in effect say that?
6 A. In effect what I wanted him to say was
7 the truth in the nine statements that I said there
8 I believe Mr. Owens misspoke about so the public
9 would know the truth.
10 Q. Did you tell him about those nine
11 statements?
12 A. We walked through them in the interview
13 that we had together.
14 Q. And that was prior to your broadcast?
15 A. Correct. No, it was part of the
16 broadcast. We walked through --
17 Q. Oh, you talked about it on the
18 broadcast?
19 A. Correct.
20 Q. Do you have a transcript of that
21 broadcast?
22 A. I believe we listed -- I don't -- we
23 listed the audios and audio file. I don't have it.
24 It's available.
25 Q. Somebody has it?

1 A. Yes.
2 Q. You've turned it over to your
3 attorneys?
4 A. No, but, I mean, it's public, it's out
5 there. I don't know how this works so...
6 MR. EARLY: Johnny, I was --
7 THE WITNESS: We listed it.
8 MR. EARLY: I was asked for it by a
9 codefendant. I had my IT or whatever you call the
10 people in -- within the Kirkman station look for
11 the -- in the archive, they could not locate it. I
12 think Mr. Crabtree was able to find a Web link to
13 it. It was sent to me either yesterday or the day
14 before and I'm happy to send it to you.
15 MR. PARKER: I would appreciate it.
16 MR. HALIO: Probably just send it
17 around.
18 MR. EARLY: You had sent it around?
19 MR. HALIO: I said you probably better
20 send it around.
21 MR. EARLY: Sure. Absolutely.
22 MR. HALIO: If you don't mind.
23 BY MR. PARKER:
24 Q. What other documents do you have about
25 Mr. Owens other than what you've produced here?

1 A. None.
2 Q. Do you have any other information on
3 this case other than what you've produced?
4 A. No.
5 Q. I know you have -- I assume you have
6 some insurance with Farm Bureau?
7 A. I do.
8 Q. What insurance is that?
9 A. It is a liability policy.
10 Q. A homeowner's policy?
11 A. I have a homeowner's policy but I have
12 a -- I guess you would call it an umbrella
13 liability policy.
14 Q. And that's with Farm Bureau?
15 A. Yes, sir.
16 Q. And any other insurance that you have?
17 A. Well, my home, cars.
18 Q. Right. I'm talking about liability.
19 A. No. No.
20 Q. And do you have any insurance for Red
21 Drum Capital?
22 A. No.
23 Q. Since Red Drum Capital's been
24 eliminated, so to speak, dissolved, who is paying
25 for the legal representation of Red Drum Capital?

1 A. Well, we haven't -- we've split it
2 amongst our partnership so far. I'm sure there's
3 more bills to come, unfortunately, but it will be
4 more than likely paid for by the partners, the
5 former partners of Red Drum Capital.
6 MR. PARKER: Let's take a break a
7 minute. I don't think I have much more.
8 (A recess transpired.)
9 BY MR. PARKER:
10 Q. Just a few more questions, Mr. Flesch.
11 The statements you made about Mr. Owens were in an
12 effort you felt like to defend your project?
13 A. Correct.
14 Q. And the project was the Shem Creek
15 parking garage?
16 A. It's an office building with a garage,
17 yes.
18 Q. Office building, parking garage?
19 A. Yes.
20 Q. And that was the project of the Shem
21 Creek Development, is that the name of the company?
22 A. Yes, Shem Creek Development Group,
23 correct.
24 Q. And at the time you made the
25 statements, you were acting on their behalf and in

1 their interest?
2 A. No.
3 MR. O'KELLEY: Object to the form.
4 BY MR. PARKER:
5 Q. Whose behalf were you acting?
6 A. My own.
7 Q. But you were acting to protect the
8 interest of Shem Creek Development?
9 A. I was acting to protect my own interest
10 in a variety of things, yes.
11 Q. And one of which was Shem Creek
12 Development?
13 A. That's accurate.
14 Q. And was Red Drum -- did Red Drum
15 Capital have any connection with the Shem Creek
16 parking garage?
17 A. Outside of the fact the partners are
18 synonymous, no.
19 Q. That was your business and your
20 partners' business but had no interest in the Shem
21 Creek Development?
22 A. It doesn't own anything with Shem Creek
23 Development Group, correct.
24 Q. It doesn't have anything to do with it?
25 A. Outside of the individuals involved,

1 no.
2 Q. But the same individuals were involved?
3 A. They are.
4 Q. And all of the same individuals?
5 A. There's three members of Red Drum
6 Capital that were former partners and they are all
7 in Shem Creek Development Group, yes.
8 Q. And is that why the Red Drum Capital
9 was dissolved because your interest was now in Shem
10 Creek Development?
11 A. No. It was dissolved because we had
12 agreed to a three-year trial period for that
13 business, that business lost money all three years.
14 Q. What was the nature of that business?
15 A. It was to procure investment
16 opportunities to take on third-party advisory
17 clients.
18 Q. And why did the Red Drum Capital lose
19 business -- lose money, excuse me?
20 A. Mainly because the majority of my time
21 was spent working on this project and trying to get
22 it completed, didn't have much time to go solicit
23 new business.
24 Q. Who were the employees of Red Drum
25 Capital?

1 A. It didn't have any employees.
2 Q. And as far as your other partners,
3 they -- did they do anything?
4 A. No, they're a hundred percent passive.
5 I was the only --
6 Q. How much money did they put up?
7 A. I believe it was 400,000 dollars in
8 totality to start the business.
9 Q. Any other capital input other than the
10 400,000?
11 A. There were operational income from the
12 business itself, yes.
13 Q. What was that income from?
14 A. Advisory fees from clients.
15 Q. How much income, if you know?
16 A. I don't. We've provided the -- you
17 know, I don't know. I don't know exactly to be
18 honest.
19 Q. You filed tax returns?
20 A. We did.
21 Q. And the tax returns would show the
22 business activity of Red Drum Capital?
23 A. It would.
24 MR. PARKER: I think that's all I have.
25 Thank you.

1 MR. HALIO: Anybody else?

2 MR. EARLY: No questions from me.

3 MR. O'KELLEY: Just a real quick

4 cleanup.

5 EXAMINATION

6 BY MR. O'KELLEY:

7 Q. The part -- the members of Red Drum

8 Capital Group, LLC, there are additional members of

9 the Shem Creek Development Group, correct, besides

10 you, Mr. Anderson and Mr. Lewis, correct?

11 THE WITNESS: Absolutely, yes.

12 MR. O'KELLEY: Thank you.

13 MR. PARKER: Let me -- I have one

14 follow-up.

15 EXAMINATION

16 BY MR. PARKER:

17 Q. Has Shem Creek Development had any

18 meetings about this lawsuit?

19 A. This particular lawsuit or --

20 Q. Correct.

21 A. No.

22 Q. Have you all had meetings at which

23 Mr. Owens was the subject of the discussion at Shem

24 Creek Capital -- or Shem Creek Development, excuse

25 me?

1 A. Not outside of the opposition to what
2 we were -- you know, we had to get our permits and
3 had to go to town council meetings but that would
4 be the only time we spoke of Mr. Owens.
5 Q. Does Shem Creek Development keep
6 minutes of the meetings when you all have a
7 meeting?
8 A. No.
9 Q. You have no documents about discussions
10 at the meetings of the principals?
11 A. No.
12 Q. I assume that you have some type of
13 agreement between you all as to how Shem Creek
14 Development's going to operate?
15 A. Correct. There's an operating
16 agreement.
17 Q. What other -- who keeps the records of
18 Shem Creek Development?
19 A. You're going to have to -- what do you
20 mean by records, in terms of -- there's
21 accountants, Tex -- AVTEX, which is Tex's operating
22 company, has a controller, they would have the
23 accounting of the project. The architects under
24 our contract with them handled all the subs and the
25 engineers, that would have the records of the

1 design of the building. And we're really just
2 getting started on the construction so the
3 construction firm really wouldn't have, you know,
4 much in terms of records but that's it.
5 Q. Have you had any discussions with your
6 partners about Mr. Owens?
7 A. As it relates to his opposition of the
8 project, absolutely.
9 Q. And who have you discussed his
10 opposition to the project?
11 A. Tex Small and Chris Anderson.
12 Q. Anyone else?
13 A. The other partner is John Lewis but I
14 have not spoken with him about Mr. Owens.
15 Q. There are a number of people involved
16 in the Save Shem Creek organization. Have you said
17 any -- called any of them a serious fraud?
18 A. I don't believe so, no.
19 Q. Have you called them names?
20 A. I don't --
21 MR. O'KELLEY: Object to the form.
22 THE WITNESS: I don't believe so, no.
23 BY MR. PARKER:
24 Q. Have you sent e-mails out about any of
25 them?

1 A. I don't believe so, no.
2 Q. Who do you know is in opposition to
3 your project? Personally who would be the names
4 you would know other than Mr. Owens?
5 A. Wow. I believe Dr. -- Mr. and Mrs. --
6 they're both doctors, but Deegans, the Bag -- Will
7 Bagwell, I believe Mr. Owens' brother. I don't
8 know all the board members by name. I don't know
9 these people personally.
10 Q. But you haven't spoken to anybody or
11 e-mailed anybody about any of these other folks?
12 A. I believe there are some -- there are
13 Facebook posts.
14 Q. From you?
15 A. Um-hum.
16 Q. About who?
17 A. About the facts of the case referencing
18 that list that you have.
19 Q. Does it mention any of the other board
20 members?
21 A. No.
22 Q. Have you had any conversations with any
23 of the board members?
24 A. I don't believe so.
25 MR. PARKER: I don't think I have

anything else. Thank you.

(WHEREUPON, the proceedings concluded at 12:13 PM.)

(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)

1 SIGNATURE OF DEPONENT

2 DEPONENT: TYLER N. FLESCH
DEPOSITION DATE: November 11, 2015
3 REPORTER: TERRI L. BRUSSEAU
AWR JOB #: 151111TLB
4 CASE CAPTION: JAMES C. OWENS vs. BRYAN CRABTREE

5 (Please return both Signature of Deponent pages)

6 I, the undersigned, TYLER N. FLESCH, do
hereby certify that I have read the foregoing
7 deposition and find it to be a true and accurate
transcription of my testimony, with the following
8 corrections, if any:

9 PAGE LINE CHANGE REASON

10

11

12

13

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24

25

1 SIGNATURE OF DEPONENT (CONTINUED)

2 DEPOSITION DATE: November 11, 2015
REPORTER: TERRI L. BRUSSEAU
3 AWR JOB #: 151111TLB
CASE CAPTION: JAMES C. OWENS vs. BRYAN CRABTREE
4

PAGE	LINE	CHANGE	REASON

5
6
7
8
9
10 _____
11 TYLER N. FLESCH Date

12 I, Terri L. Brusseau, Notary Public for the
State of South Carolina at Large, do hereby certify
13 that the deponent was advised of his or her right
to read and sign said deposition both verbally and
14 in writing. If the deponent fails to execute and
return foregoing Signature of Deponent pages within
15 the thirty (30) days allowed pursuant to the Rules
of Civil Procedure, the original transcript may be
16 filed with the court.

17
18
19 TERRI L. BRUSSEAU NOTARY PUBLIC SOUTH CAROLINA
20
21 Terri L Brusseau
22
23 _____
Terri L. Brusseau, RPR, CRR
My Commission expires
24 March 24, 2016.
25

1 CERTIFICATE OF REPORTER

2 I, Terri L. Brusseau, Registered
3 Professional Reporter and Notary Public for the
4 State of South Carolina at Large, do hereby certify
5 that the foregoing transcript is a true, accurate,
6 and complete record.
7 I further certify that I am neither related
8 to nor counsel for any party to the cause pending
9 or interested in the events thereof.
10 Witness my hand, I have hereunto affixed my
11 official seal this 23rd day of November, 2015 at
12 Charleston, Charleston County, South Carolina.
13
14
15 TERRI L. BRUSSEAU NOTARY PUBLIC SOUTH CAROLINA
16
17
18 Terri L Brusseau
19 Terri L. Brusseau, RPR, CRR
20 My Commission expires
March 24, 2016.
21
22
23
24
25

1 I N D E X

12 E X H I B I T S

9/17/14 to Steven Truschka from Mark Dillon, ADC_000145		
PLF. EXH. 6, Letter dated 9/16/14 to Mr. Mark Dillon, President from Samuel B. Herin, AIA, ADC_000004	47	4
PLF. EXH. 7, E-mail dated 9/18/14 to Mark Dillon, Steven Truschka, Chris Cook and Greg Jones from Tyler Flesch, ADC_000111	47	20
PLF. EXH. 8, E-mail chain dated 9/18/14 to Mark Dillon, Steven Truschka, Chris Cook and Greg Jones from Tyler Flesch, ADC_000110	49	24
PLF. EXH. 9, Document entitled Shocking Hypocrisy: "Saving Shem Creek" Leading Member's Engineering Firm (Employer) Designed Building He Wishes To Destroy	53	11
PLF. EXH. 10, VOID		
PLF. EXH. 11, E-mail chain dated 9/22/14 to Bryan	54	12

Crabtree from Tyler Flesch		
PLF. EXH. 12, E-mail chain	60	25
dated 10/18/14 to Gil Kirkman		
from Bryan Crabtree		
PLF. EXH. 13, E-mail dated	75	15
9/22/14 to 'Bc' from Tyler		
Flesch, FLESCH117		

Gmail by Google

Bryan Crabtree <bcrabtreeiphone@gmail.com>

Shem Creek Developer

Tyler Flesch <tyler@redtyadvisors.com> Tue, Aug 12, 2014 at 8:45 PM
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Sorry Bryan I ave been on the road. Does Friday work? I would like to be in studio so I can t least meet you etc.....tonight is going to be nasty t council.....look for a Jim Owens soliloquy of over 20 minutes by folks yielding their time. Guy doesn't know when to quit lying. Check out Facebook and Will Hainey thanking Jim for the facts to write his article today in theP&C. Article was factually wrong of course but no matter for a group using emotion (shem creek) to fight upper Coleman blvd development .....

Sent from my iPad
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]

<image001.jpg>

—
Sent from MetroMail

PLAINTIFF'S EXHIBIT 2 TB
Flesch 11-11-15

From: Mark Dillon <markd@adcengineering.com>
Sent: Tuesday, September 16, 2014 5:15 PM
To: Chris Cook; Greg Jones; Steven Truschka
Subject: FW: Tyler Flesch shared "Mark Dillon" with you

Not sure if you will be able to open or download.

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

ADC
ENGINEERING SPECIALISTS

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

From: Tyler via Dropbox [mailto:no-reply@dropbox.com]
Sent: Tuesday, September 16, 2014 2:51 PM
To: Mark Dillon
Subject: Tyler Flesch shared "Mark Dillon" with you

From Tyler:

"Mark,

I am sharing this info as a courtesy to illuminate some light on the situation. Unfortunately, this is the tip of the iceberg in terms of materials. We will continue to explore our options and review these additional materials....."

Click here to view Mark Dillon

(Tyler shared these files using Dropbox. Enjoy!)

PLAINTIFF'S EXHIBIT TB
3
Flesch 11-11-15

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Tuesday, September 16, 2014 9:12 PM
To: Mark Dillon
Cc: Steven Truschka; Chris Cook; Greg Jones
Subject: Re: RE:

Thanks Mark.

Sent from my iPad

On Sep 16, 2014, at 5:13 PM, Mark Dillon <markd@adcengineering.com> wrote:

Tyler,

We are taking your concerns and comments very seriously and after returning to the office this afternoon, we have been discussing the situation and the possible actions we may take. We have also called our attorney and plan to conference with her tomorrow. The one known action at this time is to find out more about Jim's statements and actions to date. Thus, we will review what you send plus other general information available through the Facebook page and news media outlets. I have copied Chris and Greg who are partners and co-leaders of Jim's department as well as our business manager Steven. Please reply to this email when you send the information so that we are all copied.

Thanks Mark

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

PLAINTIFF'S EXHIBIT 4 TB
Flesch 11-11-15

From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Tuesday, September 16, 2014 2:33 PM
To: Mark Dillon
Subject:

Mark;

I appreciate your time today. I am going to send you a link to few snippets of Facebook, e-mails, etc. for illustration purposes and I encourage you to send someone on the "Saving Shem Creek" Facebook group to look at content and time of the posts themselves..... This is a small fraction of what we have and I think you will see the gravity of this as you read on. Especially the segments where he references speaking directly to the mayor about finding an alternative location for the deck and communicating with the Mayor and Council members directly regarding my project, as well as calling for the rescinding of the funding (2.8 million) for the deck. I will also include 1 of 4 presentations he has made to date about the deck at council meetings which are riddled with inaccuracies and exaggeration. I look forward to speaking to you about how this can be resolved amicably.....

From: Mark Dillon <markd@adcengineering.com>
Sent: Wednesday, September 17, 2014 8:35 AM
To: Steven Truschka
Subject: FW: Shem Creek Office - ADC Letter of Termination -1347
Attachments: ADC Termination Letter 091614.pdf; ATT00001.htm

Mark Dillon, PE, SE
Partner, Structural Engineer
markd@adcengineering.com

ADC
ENGINEERING SPECIALISTS

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-566-0161
fax 843-566-0162
ADCENGINEERING.COM

PLAINTIFF'S EXHIBIT TB 5
Flesch 11-11-15

From: Sam Herin [mailto:s.herin@smha.com]
Sent: Wednesday, September 17, 2014 8:20 AM
To: Mark Dillon
Cc: Charles S Muldrow; Jeff Johnston; tyler@reddrumcapital.com; Chris Anderson
Subject: Shem Creek Office - ADC Letter of Termination -1347

Mark - Please find attached the letter of termination. Thank you for the understanding in this matter.

Sam Herin, AIA
STUBBS MULDROW HERIN architects, Inc.
400 Hibben Street • Mount Pleasant, SC 29464 • 843.881.7642 • 843.884.5021 fax • www.smha.com • smha on facebook
Designing in the Lowcountry since 1990

STUBBS MULDROW HERIN architects, inc.

September 16, 2014

Mr. Mark Dillon, President
ADC Engineering
1226 Yeaman's Hall Road,
Hanahan SC 29410

Re: Shem Creek Office and Parking Deck
SMHa Project Number 1347
ADC Project Number 13307

Dear Mark:

As discussed, we are terminating our agreement for structural services on the Shem Creek Office and Parking Deck Project dated September 27, 2013 per the terms or the Standard Agreement (Article 9.1) between our firms dated March 23, 2010. This article references the Prime Agreement, which stipulates that we may terminate the Agreement for convenience with seven days notice. While the actual date of termination is September 23, 2014, I believe we are in agreement that services will be suspended as of today.

Sincerely,
STUBBS MULDROW HERIN architects, inc.

Samuel B. Herin, AIA

cc: Charles S. Muldrow, AIA

SMHA
400 Hibben Street, Mount Pleasant, South Carolina 29464 843 881 7642 843 884 5021 fax www.smha.com

PLAINTIFF'S EXHIBIT 6
Flesch 11-11-15

Jim Owens
13 hrs · Edited

There have been reports the parking garage was given final approval I would ask Mayor Page to give us a public announcement and respo What say you Linda Page...please give us your response. I am eager see the stamped site plan along with the comments from staff...I have asked legal for the information. Please share with us the news.

Like · Share

31 people like this

Tyler Flesch
Principal
Red Drum Capital Group LLC
400 Hibben Street #200
Mt. Pleasant, SC 29464
www.reddrumcapital.com
843-628-3595 (O)
843-696-3030 (M)

RED DRUM CAPITAL

PLAINTIFF'S EXHIBIT TB
7
Flesch 11-11-15

From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Thursday, September 18, 2014 10:39 AM
To: 'Mark Dillon'; 'Steven Truschka'; 'Chris Cook'; 'Greg Jones'
Subject: RE:

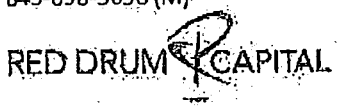
Mark,

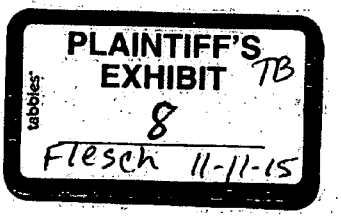
I have copied all of your partners on this as well as my attorney just to be thorough. You will see a screenshot of a Facebook post made by Jim Owens 16 minutes (You can see the time in the lower right hand corner). He is recapping his continued efforts and now is asking for numerous documents from the town. Additionally he is asking the Town for their opinion on our vested rights and the status/compliance with our Parking License Agreement. Also, Jim was interviewed (again) on TV and expressed his opinions. This is completely unacceptable, especially considering the conversation you and I have had. I would highly suggest that your partners and myself meet in the very near future, before this gets even more out of hand. Tyler

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Thursday, September 18, 2014 2:31 PM
To: Mark Dillon; Steven Truschka; Chris Cook; Greg Jones
Cc: 'Gray Taylor'
Subject: RE:

https://www.facebook.com/groups/716849508365434/files/

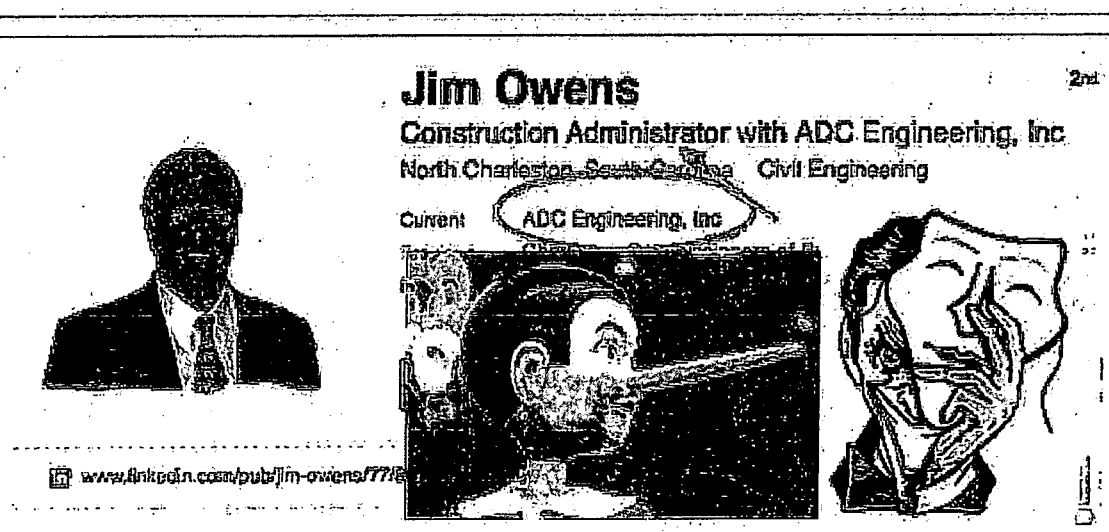
Tyler Flesch
Principal
Red Drum Capital Group LLC
400 Hibben Street #200
Mt. Pleasant, SC 29464
www.reddrumcapital.com
843-628-3595 (O)
843-696-3030 (M)





From: Tyler Flesch [mailto:tyler@redtyadvisors.com]
Sent: Thursday, September 18, 2014 11:17 AM
To: 'Mark Dillon'; 'Steven Truschka'; 'Chris Cook'; 'Greg Jones'
Cc: 'Gray Taylor'
Subject: RE:

I Just received a call from the Town and they are less than pleased with being called out for no reason. They have followed procedure to a t on this.....They are now aware that Jim is an employee of ADC.....

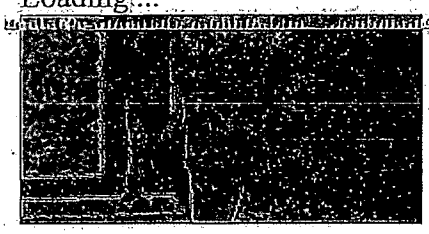


Shocking Hypocrisy: "Saving Shem Creek" leading member's engineering firm (employer) designed building he wishes to destroy.

Jim Owens, who is a founding/leading member and lead contributor to the Saving Shem Creek Facebook page (which boasts nearly 1000 members), is an employee of the firm that designed the project the group is most upset about (a four story building and two-level parking garage). What is the hidden agenda and/or financial gain, he may receive, from blocking a development his employer is profiting from creating? Bryan asks the question (later in the audio), "Why don't we start making our city better," instead of trying to "save it" from being ruined?" Plus, one lady's comment on the Saving Shem Creek page made out of innocence and ignorance undermines their entire agenda. Listen:

PLAINTIFF'S EXHIBIT 9 TB
Flesch 11-11-15

Loading...



Podcast: Play in new window | Download

Gmail by Google

Bryan Crabtree <bcrabtreeiphone@gmail.com>

Jim Owens

Tyler Flesch <tyler@redtyadvisors.com> Mon, Sep 22, 2014 at 2:02 PM
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Tyler Flesch

Principal

Red Drum Capital Group LLC

400 Hibben Street #200

Mt. Pleasant, SC 29464

www.reddrumcapital.com

843-628-3595 (O)

843-696-3030 (M)

RED DRUM CAPITAL

From:
Sent: None
To: Bryan Crabtree
Subject: RE: Jim Owens

Just between us but I will include some documentation so you know your credibility is upheld in talking about this stuff. This guy is out of control and the fact he makes a living off of us commercial developers is so hyporcritical.....call this guy out, HARD

1. Termination Letter

2. E-mail from Jim Owens to the town's attorney to directly comment and kill our project's approval etc. I can't include it for evidentiary reasons, but he marked up our entire plan arguing his points, while his firm had a hand in that submittal. After the Town declined to meet with him (a private citizen outside of a public forum), he then hired an attorney to come meet with the Town (which they did).

PLAINTIFF'S EXHIBIT TB
11
Flesch 11-11-15

There is more but all of this undermining and direct effort to stop our approvals is happening while we have his company as our engineer of record and paying fees etc.....

Tyler Flesch

Principal

Red Drum Capital Group LLC

400 Hibben Street #200

Mt. Pleasant, SC 29464

www.reddrumcapital.com

843-628-3595 (O)

843-696-3030 (M)

From: Bryan Crabtree [mailto:bcrabtreeiphone@gmail.com]
Sent: Monday, September 22, 2014 1:38 PM
To: Tyler Flesch
Subject: Re: Jim Owens

[Quoted text hidden]

---

2 attachments

Jim Owens E-mail Examples.rtf
3804K

ADC Termination Letter 091614.pdf
187K

Gil Kirkman

From: Bryan Crabtree <bcrabtreeiphone@gmail.com>
Sent: Saturday, October 18, 2014 9:15 AM
To: Gil Kirkman
Subject: Fwd: Jim Owens

See below from September 18 from the developer of the project - I thought this might interest you.

--------- Forwarded message ---------
From: **Tyler Flesch** <tyler@redtyadvisors.com>
Date: Thu, Sep 18, 2014 at 9:26 PM
Subject: Jim Owens
To: Bryan Crabtree <bcrabtreeiphone@gmail.com>

Bryan,

Just something that may interest you. I cannot comment on the air as a lawsuit will more than likely be filed. It turns out Jim Owens, the founder and vocal leader of Saving Shem Creek works for ADC Engineering https://www.linkedin.com/pub/jim-owens/77/871/320. ADC Engineering until yesterday (when I terminated them) was our engineer on the Shem Creek Project. So Mr. anti-development makes his living for one of the leading local engineering firms.....check out the saving shem creek facebook page in which he now claims to be a victim of intimidation but neglects to inform them that he works for the engineering group on the project and has huge conflicts and not to mention potential access to proprietary information. This guy is a serous fraud. Just thought you might find it interesting

--
Sincerely,

Bryan Crabtree
Buying or Selling a home? Housedog.com
Morning Drive Host @WQSC, AM 1340 &950 Radio, weekdays 7-10am.
& The Housedog.com Real Estate Radio Show 9am Saturday and 8am Sunday
843-343-4141 (Charleston phone)

From: Tyler Flesch <tyler@redtyadvisors.com>
Sent: Monday, September 22, 2014 2:56 PM
To: 'Bc'
Subject: RE: Jim Owens

Not 100% sure. I know the ultimate goal of Saving Shem Creek is for a moratorium in Mt Pleasant. As for Jim, where else could a civil engineer by education make a decent living other than from development and our dollars. I think he figures he can get paid by the "bad" guy and fight the good fight etc. What is scary is he has access to the proprietary information of a TON of developments in this town. Are we the only ones affected, we don't know yet because he hasn't openly attacked others yet. The easiest path for him was to build his "group" and attach our project as the face and use the Creek as an emotional ploy to tug on heart strings etc. He is teamed up with councilman Gary Santos and it is clear Gary will run for Mayor on an anti-development platform. If you're going to run against Linda Page, you need to attack her base, which resides in none other than the Old Village, right next to Shem Creek and Coleman Blvd.....(I'll let you go from there). ADC is in a really bad spot on this, the Town is my defacto partner in the parking structure and they have not been happy with Mr. Owens, his lies, or his calling out of specific people at the Town. I can't say much more than that (yet), but people should be outraged that an employee of a company could be permitted to actively seek to destroy what his company was working on. Not just speaking at a meeting but hiring lawyers, creating web pages, holding meetings, bumper stickers, contacting the mayor directly, marking up our plans, requesting private sit downs etc. You hit it on the head on your show when referencing the "followers" (you referenced on lady's comment on pricing). These folks don't know Jim is lying, these folks don't know his background or his conflicts. He stands there and calls this a 55 foot garage on the creek.....All they know is what you said, that their town is changing rapidly and they either yearn for yesteryear or they are not a part of the progress and we of course must tear down success or progress if we do not directly benefit. If you asked this group what is the alternative "vision" for handling the influx of people and businesses that are definitely coming, they have no answer. It's very easy to be a Facebook bully and lob comments and petitions from the darkness of a webpage but when tasked with finding solutions, or making positive suggestions, you get nonsensical, vapid feedback..... We know firsthand as Mr. Owens was invited and attended (during working hours) a meeting (see below) to discuss his groups concerns. We had no idea who he worked for at the meeting but offered nothing in the way of compromise or solutions to addressing his concerns.....look at who was at that meeting.....he leaves it and then his group spends months bashing these very people that took the time to meet with (council members, staff). They say everyone is on the take etc.....he never tells his group about this meeting but you can.....

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 13 TB
Flesch 11-11-15

1 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON
3
James C. Owens,
4
Plaintiff,
5
vs. CASE NO. 2014-CP-10-6265
6
Bryan Crabtree, Kirkman Broadcasting, Inc. D/b/a
7 WQSC Radio, ADC Engineering, Incorporated,
8 Defendants.
9
10 DEPOSITION OF: MICHAEL GRAHAM
11 DATE: June 3, 2015
12 TIME: 10:53 AM
13
LOCATION: Law Offices of Nexen Pruet, LLC
14 205 King Street
Suite 400
15 Charleston, SC
16
17 TAKEN BY: Counsel for the Plaintiff
18 REPORTED BY: JANE MESSINEO, Registered
Professional Reporter, CSR-NJ
19
20 A. WILLIAM ROBERTS, JR., & ASSOCIATES
21 Fast, Accurate & Friendly
22 Charleston, SC (843) 722-8414 | Hilton Head, SC (843) 785-3263 | Myrtle Beach, SC (843) 839-3376
23
24 Columbia, SC (803) 731-5224 | Greenville, SC (864) 234-7030 | Charlotte, NC (704) 573-3919
25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
James C. Owens:

3

PETERS MURDAUGH PARKER ELTZROTH &
4 DETRICK, PA
BY: JOHN E. PARKER
5 101 Mulberry Street East
PO Box 457
6 Hampton, SC 29924
(803) 943-2111
7 jparker@pmp.com

8 ATTORNEYS FOR THE DEFENDANT
Kirkman Broadcasting, Inc. d/b/a WQSC
9 Radio:

10 PIERCE HERNS SLOAN & WILSON, LLC
BY: WILLIAM P. EARLY
11 The Blake House
321 East Bay Stree
12 Charleston, SC 29403
(843) 722-7733
13 Willearly@phsm.net

14 ATTORNEYS FOR THE DEFENDANT
ADC Engineering, Incorporated
15

NEXSEN PRUET, LLC
16 BY: MOLLY HUGHES CHERRY
205 King Street, Suite 400
17 Charleston, SC 29401
(843) 577-9440
18 Mcherry@nexsenpruet.com

19

ALSO PRESENT:
20

James C. Owens
21

22 (INDEX AT REAR OF TRANSCRIPT)

23

24

25

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent waives reading and signing of this deposition.

* * * * * * * * * * *

Michael Graham

being first duly sworn, testified as follows:

EXAMINATION

BY MR. PARKER:

Q. Mr. Graham, my name is Johnny Parker. I don't think we'll be long, but after we start the deposition, if you have any questions, you'll need to direct them to me and you cannot speak with your attorney about anything other than matters of privilege if you were claiming some type of privilege.

Do you understand that?

A. Yes, sir.

Q. And please state your full name?

A. Michael Kenneth Graham.

1 Q. And you work for ADC Engineering?
2 A. Yes, sir.
3 Q. And have for how long?
4 A. A little over seven years now.
5 Q. And what is your present position?
6 A. My title is IT specialist.
7 Q. And you have been that for the whole
8 seven years?
9 A. Yes, sir.
10 Q. And what training do you have in the
11 field of IT?
12 A. I have an NCSE which is an older one,
13 it's DNT 4 back when Microsoft first got into the
14 networking stuff. I have a CCNA which is Cisco
15 certification for network instructor and also
16 network administration.
17 Q. And you keep the computer system going
18 for ADC?
19 A. Yes, sir.
20 Q. And I assume y'all have a main server
21 of some description?
22 A. Yes, sir. We have several servers
23 that serve different purposes. And we have what
24 we call a data storage which is where all of our
25 data lives.

1 Q. And were you asked at some point in
2 time to check to see what Jim Owens had been using
3 his computer for?
4 A. Yes, sir. Excuse me. Yes, sir.
5 Q. And when were you asked to do that?
6 A. As a date?
7 Q. Yes.
8 A. Gosh. I really don't remember the
9 date.
10 Q. Is is there some document you would
11 have, I assume somebody notified you to do it?
12 A. Yes, sir. It was in documentation.
13 I was just asked to see his laptop.
14 Q. Who asked?
15 A. Chris Cook and Greg Jones.
16 Q. Was that after Mr. Owens was
17 terminated?
18 A. No, sir.
19 Q. It was previous to that?
20 A. Yes, sir.
21 Q. And how far previous to him being
22 terminated?
23 A. A couple of days. I don't recall
24 exactly how many.
25 Q. What were you told? What were you

1 told about why you were doing this?
2 A. I was handed a letter from an attorney
3 for data, electronic transmission, to seize it all.
4 I kind of followed that letter.
5 Q. Tried to do whatever it --
6 A. Yes, sir.
7 Q. -- asked --
8 A. Yes, sir.
9 Q. -- you to do. Let me hand you Exhibit
10 14. And these are documents we have been produced
11 in the case and I'll try to go through and look at
12 the ones where your name was on it.
13 A. Okay.
14 Q. As being what you downloaded from
15 Mr. Owens' computer, look through that if you would
16 and see if those are the documents that you took
17 off of Mr. Owens' computer whenever you did it.
18 A. Yes, sir. I remember the first one
19 there.
20 (PLF. EXH. 14, Copy of group exhibit,
21 Bates stamped ADC_000017 through 74, was marked for
22 identification.)
23 THE WITNESS: Yes, sir.
24 BY MR. PARKER:
25 Q. Do you recall any other documents not

1 included in Exhibit 14 that you found?
2 A. No, sir.
3 Q. That would be all of the ones that you
4 were able to obtain off of Mr. Owens' computer?
5 MS. CHERRY: Object to the form.
6 THE WITNESS: Yes, sir. These --
7 these are all -- look to be e-mails that were sent
8 and the attachments that were to the e-mails.
9 There could be some other documents that came from
10 Jim's laptop that were not in e-mails. Most of
11 the e-mail -- most of the documentation we found
12 were from the attachments, there could have been
13 other ones that were not --
14 BY MR. PARKER:
15 Q. Did you make copies of those?
16 A. Yes, sir, I am sure we did.
17 Q. You furnished them to counsel?
18 A. I'm sure I have, yes.
19 Q. Do you have a copy of those with you?
20 A. No, sir, I do not. This would be all
21 that I know of. I have not personally kept any of
22 this. It's all been handed over to either Steven
23 or Chris or Greg.
24 Q. Okay. And as far as you know, Exhibit
25 14 would include all of what you downloaded off

1 this computer.
2 A. Yes, sir.
3 Q. What else -- you have been asked to do
4 anything else about Mr. Owens' computer other than
5 that?
6 A. No, sir.
7 Q. Were you asked to check on anyone
8 else's computers and see what -- how they compared
9 with Mr. Owens' personal use of computers?
10 A. No, sir.
11 Q. Have you ever done that?
12 A. Yes, sir.
13 Q. Who have you done that for?
14 A. There was an employee Mark Ellis, where
15 I was asked to retrieve a certain e-mail to a
16 customer.
17 Q. And did you do that?
18 A. Yes, sir.
19 Q. Has there been any other instance where
20 personal use of the computers at ADC has been
21 checked to see --
22 A. No, sir.
23 Q. -- see how much time employees are
24 using the computers for personal use?
25 A. No, sir.

1 Q. You have the ability to do that?
2 A. Yes, sir.
3 Q. And never been asked to do it?
4 A. No, sir.
5 Q. Do you monitor the e-mails in any way?
6 A. Yes, sir.
7 Q. How do you do that?
8 A. We have two programs. We monitor for
9 viruses. There's one, it's called Appriver which
10 is a third party, those e-mails are scanned before
11 they get to our exchange server. Each computer
12 has an antivirus built in it so if one accidentally
13 were to get through, it's supposed to catch it.
14 So I monitor that way. But as far as any other
15 monitoring, no, sir.
16 Q. You don't look at -- check to see if
17 people are using their e-mails for personal use?
18 A. No, sir, I don't monitor any content
19 other than if it's malicious.
20 Q. What is your understanding of the
21 policy of ADC on use of personal e-mails at work?
22 A. It's allowed, but it's kind of a broad
23 description, I would say. They recommend it's
24 used only during lunch hours, not during work time.
25 But it is not a very strict policy on it.

1 Q. Have you known anybody that's been
2 disciplined for using the personal computers --
3 their computers at work for personal use?
4 A. No, sir.
5 Q. Any reprimands?
6 A. No, sir.
7 Q. Been called to your attention in any
8 way?
9 A. Not personal use; no, sir.
10 Q. How many computers does ADC have?
11 A. Would that be including servers or just
12 for users?
13 Q. Personal use, stations let's say.
14 A. Okay. About a hundred. We only have,
15 like, 60 employees. Some of those are not used
16 for, you know, employees sit at. Some are what I
17 would call spares. In certain areas there's one
18 that sits by -- we have several printers and they
19 are there for printing purposes or if let's say I
20 was going to print some documents and I'm
21 downstairs, I can recall a colleague and say hey,
22 did you get this print or can you send it to your
23 printer, that kind of thing.
24 Q. How long did it take you to get this
25 documentation together that's Plaintiff's

1 Exhibit 14?
2 A. Two or three hours.
3 Q. So if you were asked to do the same
4 thing for other employees, you could do it in two
5 to three hours on each one of them?
6 A. Yes, sir.
7 MS. CHERRY: I object to the form.
8 MR. PARKER: Step out a minute. I
9 think we are about through.
10 MS. CHERRY: Sure.
11 (A recess transpired.)
12 BY MR. PARKER:
13 Q. A couple of more questions, Mr. Graham.
14 To comply with the evidence
15 preservation letter, did you do anything other than
16 look at Mr. Owens' computer?
17 A. No, sir.
18 Q. You did not search on the hard drive,
19 the servers, any of the other servers?
20 A. No other servers. I did search his
21 hard drive, yes, from the laptop, and his e-mail.
22 Q. But as far as servers, you did nothing?
23 MS. CHERRY: Object to the form.
24 BY MR. PARKER:
25 Q. Your main servers that you use, did you

1 do anything to search those in any way?
2 A. No, sir, I don't remember searching any
3 servers.
4 MR. PARKER: That's all I have. Thank
5 you. Appreciate your coming.
6 MR. EARLY: No questions.
7 MS. CHERRY: I don't have any
8 questions.
9 (The deposition was adjourned at 11:08
10 a.m.)
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1 CERTIFICATE OF REPORTER

2

3 I, Jane Messineo, Court Reporter and
4 Notary Public for the State of South Carolina at
5 Large, do hereby certify that the foregoing
6 transcript is a true, accurate, and complete
7 record.
8 I further certify that I am neither
9 related to nor counsel for any party to the cause
10 pending or interested in the events thereof.
11 Witness my hand, I have hereunto
12 affixed my official seal this 3rd day of May, 2015
13 at Charleston, Charleston County, South Carolina.
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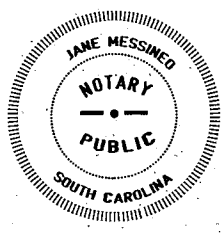


Jane Messineo, RPR, CSR-NJ
My Commission expires
February 18, 2025

1 I N D E X

2

3 Page Line

4

9

10

11 REQUESTED INFORMATION INDEX

12

13 Page Line

14

15 (No Information Requested)

16

17 E X H I B I T S

18

19 Page Line

23

24

25

Michael K. Graham

From: Jim Owens
Sent: Thursday, September 18, 2014 3:01 PM
To: Michael K. Graham
Subject: RE: Inadvertently deleted sent items

Never mind.

I got them back They were all intact in the deleted folder.

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

ADC
ENGINEERING SPECIALISTS

office 843-735-5166 / cell 843-991-7049
fax 843-566-0162
ADCENGINEERING.COM

From: Jim Owens
Sent: Thursday, September 18, 2014 1:21 PM
To: Michael K. Graham
Subject: Inadvertently deleted sent items

Michael,

I inadvertently deleted my sent items on outlook from my phone, can you reload those for me. It happened at about 12:45pm.

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

PLAINTIFF'S EXHIBIT
104 03/15
Graham / JM

ADC_000017

ENGINEERING SPECIALISTS
office 843-735-5165 / cell 843-991-7049
fax 843-566-0162
ADCENGINEERING.COM

Michael K. Graham

From:	Jim Owens
Sent:	Monday, June 30, 2014 1:32 PM
To:	jcowenssr@comcast.net
Subject:	FYI
Attachments:	Email Correspondence - From a Concerned Citizen.pdf; Email Correspondence - From a Citizen.docx

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

ENGINEERING SPECIALISTS
1235 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5165 / cell 843-991-7049
fax 843-566-0162
ADCENGINEERING.COM

Mr. Owens, I appreciate your letter to Council members regarding the proposed office/parking deck to be located at Coleman Blvd. & Mill St. I am disappointed you felt you needed to copy the Moultrie News. That gave it less attention by my colleagues I am sure. Just to straighten you out on one statement. The Town will have access to all 276 parking spaces in the facility on weekends where the need is most. *How many more parking spaces will it provide from what's currently utilized and how many people do you think will actually pay to use the garage?* The approval of the garage was based on a safety issue. *Please explain to me the resolution or reduction of the danger when the same or MORE cars are parked on the same footprint in a garage.* If you have parked in the vicinity of the proposed building on Friday through Sunday you will see the need. It will only get worse as the summer comes. I have lived here 40+ years. I remember what was on that corner. A dilapidated strip center barely occupied and a white concrete building in the rear to Church St, that at one time was a car repair business. It was unsightly. Tearing both down was a blessing. I love Shem Creek. I live 5 blocks from it. I visit it 3 to 4 times weekly. I am presently very interested in saving the shrimp fleet. *Great, what are you doing?* That will be a challenge for the Town as well as interested parties. Several years ago the Town purchased the OK Tire Store *wrong* on the other side of the creek for 6M. That was to keep attorney Mason from building another office building on the site. *wrong again* You see the result with our Shem Creek Park. *Will you please justify spending 6M on one side of the creek and then allowing, even subsidizing, a commercial structure to be built in almost the identical site on the opposite side of the creek? Is only HALF of the creek worth saving?* The proposed office building/parking deck will not hinder the vistas of Shem Creek. *Are you kidding?* In fact the design of the building will only enhance what will eventually be a preferred business location in & around that area. *Do you have a vested interest in the project?* I am through trying to convince the "old Mt. Pleasant" residents that our Town is now 73,000 strong and projected to be 100,000 by 2040 and not what it was in the old days. *Which speaks to your self-servient character* We have a lot more to worry about on Council than trying to appease those who cannot & will not understand what is happening to us in terms of growth, population & infrastructure needs. *Explain to me how Urban Infill, Increased density and reduced parking requirements IMPROVE infrastructure and its ability to handle growth?* The Coleman Blvd Revitalization Plan was well thought out by the best of citizens & planners. *If it was so well thought out, why then are over 4000 of your citizens objecting to what it is producing? Why the upheaval over its end product, the UCOD Ordinance?* Of course it does not appeal to some, but to most it is what is needed & desired for us. *Please explain who "most" are. Where is this mass support for this project your are referencing? Are you OK with putting the development of Coleman Blvd to a referendum vote of all the citizens?* We will keep Shem Creek as best we can. *Really, how so?* We cannot get rid of the restaurants, bars, boats, kayakers & paddleboarders as some want. *No one wants to end or get rid of what is currently on the creek. Controlling and limiting what is added to this precious, sensitive icon of our town.* The parking garage will add restaurants and other parking. *Exactly. Explain how that is going to improve a "safety issue."* Property rights play a part in all this. People have a right to develop their properties. *Yes, people have property rights, the rights of the property when they purchased it. NOT the right to have council improve their property rights, to increase their profit margins on the development of these properties. ALL citizens' property rights must be considered. Explain to me why you think that the parking garage, the infill of Coleman, the pressure this brings to the corridor, will NOT negatively impact the property rights of those who live in the adjacent or surrounding streets. Can you do that?* Enough for now.

ADC_000020

Mr. Owens, I appreciate your letter to Council members regarding the proposed office/parking deck to be located at Coleman Blvd. & Mill St. I am disappointed you felt you needed to copy the Moultrie News. That gave it less attention by my colleagues I am sure. Just to straighten you out on one statement. The Town will have access to all 276 parking spaces in the facility on weekends where the need is most. *How many more parking spaces will it provide from what's currently utilized and how many people do you think will actually pay to use the garage?* The approval of the garage was based on a safety issue. *Please explain to me the resolution or reduction of the danger when the same or MORE cars are parked on the same footprint in a garage.* If you have parked in the vicinity of the proposed building on Friday through Sunday you will see the need. It will only get worse as the summer comes. I have lived here 40+ years. I remember what was on that corner. A dilapidated strip center barely occupied and a white concrete building in the rear to Church St. that at one time
was a car repair business. It was unsightly. Tearing both down was a blessing. I love Shem Creek. I live 5 blocks from it. I visit it 3 to 4 times weekly. I am presently very interested in saving the shrimp fleet. *Great, what are you doing?* That will be a challenge for the Town as well as interested parties. Several years ago the Town purchased the OK Tire Store *wrong* on the other side of the creek for 6M. That was to keep attorney Mason from building another office building on the site. *wrong again* You see the result with our Shem Creek Park. *Will you please justify spending 6M on one side of the creek and then allowing, even subsidizing, a commercial structure to be built in almost the identical site on the opposite side of the creek? Is only HALF of the creek worth saving?* The proposed office building/parking deck will not hinder the vistas of Shem Creek *Are you kidding?* In fact the design of the building will only enhance what will eventually be a preferred business location in & around that area. *Do you have a vested interest in the project?* I am through trying to convince the "old Mt. Pleasant" residents that our Town is now 73,000 strong and projected to be 100,000 by 2040 and not what it was in the old days. *Which speaks to your self-servlent character* We have a lot more to worry about on Council than trying to appease those who cannot & will not understand what is happening to us in terms of growth, population & infrastructure needs. *Explain to me how Urban Infill, Increased density and reduced parking requirements IMPROVE infrastructure and its ability to handle growth?* The Coleman Blvd Revitalization Plan was well thought out by the best of citizens & planners. *If it was so well thought out, why then are over 4000 of your citizens objecting to what it is producing? Why the upheaval over its end product, the UCOD Ordinance?* Of course it does not appeal to some, but to most it is what is needed & desired for us. *Please explain who "most" are. Where is this mass support for this project your are referencing? Are you OK with putting the development of Coleman Blvd to a referendum vote of all the citizens?* We will keep Shem Creek as best we can. *Really, how so?* We cannot get rid of the restaurants, bars, boats, kayakers & paddleboarders as some want. *No one wants to end or get rid of what is currently on the creek. Controlling and limiting what is added to this precious, sensitive icon of our town.* The parking garage will add restaurants and other parking. *Exactly. Explain how that is going to improve a "safety issue."* Property rights play a part in all this. People have a right to develop their
properties. *Yes, people have property rights, the rights of the property when they purchased it, NOT the right to have council improve their property rights, to increase their profit margins on the development of these properties. ALL citizens' property rights must be considered. Explain to me why you think that the parking garage, the infill of Coleman, the pressure this brings to the corridor, will NOT negatively impact the property rights of those who live in the adjacent or surrounding streets. Can you do that?* Enough for now.

ADC_000021

Michael K. Graham

From:	Jim Owens
Sent:	Monday, July 07, 2014 1:07 PM
To:	jcowenssr@comcast.net
Subject:	Document1
Attachments:	Document1.docx

FYI

Mayor Page and Members of Council:

My name is Jim Owens and I live at _____. As a private citizen, I have a few concerns that I'm hopeful can be clarified. I am back here to discuss the proposed Parking Garage/Off. Bldg on the corner of Mill St. and Coleman Blvd. As you know, this project has had a preliminary review and been returned with comments; however, the comments did not appear to address the Parking License Agreement, therefore I would ask that you:

Please inform the public of the amount of public input for this project that went into the use of public funds and the details relating to the approval process. Please inform the public of the total amount of parking spaces in the garage that will be added to the already free surface parking currently being utilized, based on the submitted design. Please inform the public of the assurances that will be in place requiring the use of the spaces in the garage and that parking won't spill over into adjacent streets as they do on King and Pherigo due to the required paid parking. Please inform the public of the amount of parking spaces required by the current ordinance for a private office building encompassing 42k sq ft at no cost. Please inform the public of the benefit that they'll receive by the Town subsidizing $2.8 million dollars for the development. Please inform the public of how the Town will financially be affected and impacted from the Parking License Agreement other than a loss of $2.8 million dollars in public funds. Please inform the public of how the project received a 55' height allowance and why 9 other properties received the same. Please inform the public as to why the request for the nine other properties, who were given the amended height allowance were needed at this time. Please inform the public as to why the text amendment dated 9/10/13 addressing this project wasn't clearly stated; particularly after it was previously known of the height allowance and flood exemption; as I read it, I'm convinced that our Town's governance is maintaining the date specific ordinances. Please inform the public as to why all four guidance documents (CRAB, Coleman & Ben Sawyer Blvd Rev Master Plan, TOMP Comp Plan and the 2002 Preserving the Character of Shem Creek) were ignored relating to the care of Shem Creek during the discussions of this project. Please inform the public of the special planning and development committee members who approved this project. Please inform the public of the Council Members who voted on and approved this project in December 2013 without hesitation or reservation and did so without a viable or distinguishable plan in place. Lastly, please inform the public where the $2.8 million dollar amount came from without fully vetting the scope or details of the proposed project, we are almost 8 months in and we've yet to see what the public funds are being allocated to. In an email dated May 30, 2014 it was indicated that the developer was not vested and it was determined the project was financially unfeasible to pursue, subsequently many of the Townspeople are puzzled and wondering what to believe.

Thank you for your time and we look forward to your answers!

Michael K. Graham

From:	Jim Owens
Sent:	Friday, August 29, 2014 8:51 AM
To:	jcowenssr@comcast.net
Subject:	Emailing: Saving Shem Creek (amended).docx
Attachments:	Saving Shem Creek (amended).docx

Your message is ready to be sent with the following file or link attachments:

Saving Shem Creek (amended).docx

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Saving Shem Creek

It's time to engage in the simple truths relative to the Shem Creek Parking Garage/Off. Bldg. For the Townspeople, Shem Creek is most definitely worth every effort in Saving.

It's important to note that the Townspeople of Mount Pleasant foresee and welcome change and future growth, but not at the expense of losing our own identity, character or unique charm. Mount Pleasant will always be a strong and vibrant community.

In July of 2013, the developer of the Parking Garage/Off. Bldg. sent a request to MP Planning Committee that he discovered his project would not meet two present requirements in the current overlay district. He requested to raise the height to 55' and a flood exemption, both of which he received. A meeting notice, Text Amendment, was submitted for a September 2013 meeting notifying residents/citizens of a development located at the corner of Mill Street and Coleman Blvd. What's peculiar is that this notice was submitted without any specifics or details which were previously known in July. The Special Planning and Development Committee convened on 9/10/2013 and within 15 minutes decided to approve the proposal without any knowledge of a definitive or vested project. In November 2013 the Parking License Agreement (PLA) was signed and executed by the Town, again without vested rights attributed.

The agreement included $2.8 million dollars of ATAX (Public) funds to be disbursed to the developer over 15 years without any return on the investment other than the a public cost for the use of 132 parking spaces during peak hours, which will be paid for (through an automated pay as you park attendant) by each respective user. It's important to note the developer would be required to provide 146 spaces due to the square footage of the office building, without any cost to the Town. Within the (PLA), the developer proposed 276 parking spaces, 144 would be used by his tenants, but could be utilized by the public during off peak hours and on the weekends. A concerns with this project is the developer appears to have serious challenges in meeting the terms of the specified 276 spaces within the garage.

On May 30, 2014 Mayor Page provided an email statement to the public that the project was economically unfeasible for the developer to pursue. Again, the (PLA) was signed by the Town in November 2013 and here we are ten (10) months later with no approval of what the developer initially proposed. As of June 4, 2014, and according to the Town, the developer was not vested, did not have a viable plan under review, requested the Town grant yet another concession, and argued that Church Street not be considered a street and lastly, didn't meet the terms of the PLA and garnered absolutely no public support for a project expecting $2.8 million dollars in public funds.

Placing a 55' high structure, resembling the height of the Boulevard, on the parcel contiguous to Shem Creek will soon take the place of the most despised building in Mount Pleasant; (not because of its appearance, but because of its location). The guidance documents are specific to the special considerations and requirements of Shem Creek and are referenced below.

If the developer can't perform what he's promised, why should the town be obligated by a higher standard, yielding to his height request as of July, later realizing that he can't provide what he promised in his proposal? Does anyone actually believe that folks who are currently using the surface parking lot and aren't paying to park there now, are going

to willingly pay to park in a garage? We already have proof of this scenario at the Boulevard where parking has become a nuisance for existing homeowners living on King Street, where vehicles line the resident maintained **"Right of Way".**

It's been said, "the Town is under contract with the developer and to rescind funding will intentionally, recklessly and knowingly breach a contract." Since the developer can't provide the number of spaces which he agreed under the current agreement (PLA), some are questioning, who's actually breaching the contract? Wasn't it the goal to maximize parking spaces as stipulated in the Special Planning and Development Meeting Minutes of 9/10/2013?

According to the Town, the developer recently missed his opportunity to resubmit to staff. If the Town continues its course towards this project, it's believed that public perception will probably judge them unfavorably. They, save Gary Santos and possibly one or two others, are also causing a public perception that our public officials are violating their solemn obligation towards the protection of our Town. It's already widely known the guidance documents have been ignored which their predecessors provided to protect Shem Creek. Failing to stand with the Townspeople can certainly result in a lack of public trust which all of us are hoping doesn't happen. Is the goal to serve out of notoriety and prestige or the willingness to make a positive difference, leaving behind an honorable legacy? This avoidable and controversial issue should have never seen the light of day. It's understood that errors/mistakes occur, but to continue down that path isn't leading, it's following. Not being able to admit making and walking back an obvious mistake is a most serious lapse of good judgment.

Shem Creek, without question must be protected and preserved in accordance with all Four (4) of the guidance documents (including the CRAB). Shem Creek is the "Heart and Soul" of the residents of Mount Pleasant and requires special consideration. This isn't a question of how or why the guidance documents were ignored; it's a question of what you do going forward? If costs are a concern, which weighs more heavily; monetary damages through the threat of a lawsuit or losing the respect and confidence of the Townspeople? The Town continues to have an opportunity to get this right, but to forgo this opportunity and public responsibility, will be an egregious and well-documented failure.

Referenced Guidance Documents:

1. 2002 Preserving the Character of Shem Creek
2. Coleman and Ben Sawyer Boulevard Revitalization Master Plan
3. TOMP Comprehensive Plan
4. CRAB – Coleman Revitalization Advisory Board

Jim Owens,
Mount Pleasant

Michael K. Graham

From:	Jim Owens
Sent:	Wednesday, September 10, 2014 8:44 AM
To:	jcowenssr@comcast.net
Subject:	Meeting

9/9/2014

Highlights of Council Meeting:

Council voted to approve projects consisting of $250,000.00 to go through a staff review or have the option to have it reviewed by the DRB. DRB was approved with the exception being projects falling under the Economic Development criteria.

The Digital Billboards were stricken from the Agenda with no discussion.

Council convened in chambers for executive session for new appointments which likely included a vacated seat in the Planning Commission.

The Town of Mount Pleasant's Urban Corridor....A Pleasant Way of Life

The Urban Corridor

Take 1.5 square miles of land along a seven mile loop along Johnnie Dodds, Chuck Dawley and Coleman Boulevard. Add 20 years of mindful planning and collaboration among citizens, business owners, developers and government agencies. Plus $144.6 million in new private investment and $142.3 million in public investment. Now you've got one thriving city center where businesses and people come together for the good of all.

Imagine a city center of walkable streets, easy accessible businesses, and the opportunity to live, work, shop and dine, all just a walk or bike ride away. This is the Mount Pleasant Urban Corridor.

Downtown Mount Pleasant

The Coleman and Ben Sawyer Boulevard Corridor " Downtown Mount Pleasant" is part of the Urban Corridor. In 2011, the town opened Shem Creek Park in the heart of downtown. The park offers a 2,200 linear foot boardwalk through 40 acres of marsh and access to the commercial fishing and shrimping fleet as well as 250 feet of dock space for boaters. The Town Farmer's Market located on the Moultire Commons, next to Moultrie Middle School, provides a civic anchor in the center of the commercial district. In addition, in 2012, construction began on the Boulevard, a mixed-use residential /commercial development with an estimated construction cost of $20 million dollars.

Today Downtown Mount Pleasant is alive and flourishing. It is one of Mount Pleasant's most popular dining and entertainment destinations offering a variety of options for all tastes. Downtown Mount Pleasant preserves and promotes the natural, historical, cultural and civic asset of Mount Pleasant and is a vibrant Lowcountry corridor that is attractive and enjoyable to both residents and visitors.

Purpose

The Urban Corridor Overlay District (UC-OD) is a series of unique,mixed-use commercial districts located along the principal Mount Pleasant boulevards. The UC-OD was created to foster traditional business districts that offer flexibility for developers and property owners in creating retail, office, and residential spaces.

Incentives

- Base density is 16 units per acre and increases depending upon the type and location of a particular development.
- Maximum height ranges from 40 feet to 80 feet, depending on location.
- Commercial and residential uses are permitted on the same property and in the same building.
- Setbacks have been reduced in order to maximize development potential.

• Buffers may be reduced or eliminated in certain instances.
• Shared parking is encouraged. Where it cannot be accomplished, parking for commercial uses may be reduced by 20%. On-street parking and the construction of parking structures are encouraged.

Permitted Uses
The Urban Corridor is an overlay zoning district that enhances and expands the uses and development standards allowed in the underlying or base zoning district. On parcels where the underlying zoning districts residential, permitted uses include detached single-family dwelling units, duplexes, townhouses, and multi-family dwelling units. On parcels where the underlying zoning district is commercial, all residential uses specified above are permitted in addition to all uses permitted in the Town's OP, Office Professional; NC, Neighborhood Commercial; AB, Areawide Business; and PI-1, Public Institutional-1 Districts. These districts include a wide variety of office, retail, restaurant, entertainment, and public or quasi-public uses. Outdoor and streetside dining are allowed and do not require special exception approval.

Activity Zone
The Activity Zone is a twenty to thirty foot wide, quasi-public space defined as the area located between the street right-of-way and the front of the building, which may be utilized for pedestrian-friendly uses, such as, but not limited to, streetside dining, entertainment, pushcarts, outdoor display of merchandise, planters, A-frame signs, benches, trash receptacles, and other street furnishings. The Activity Zone is one of the most important components of the UC-OD; establishment of the Activity Zone will help to ensure successful development and redevelopment that meets the purpose and intent of the district for a vibrant pedestrian realm.

The UC-OD is found in Town of Mount Pleasant Code of Ordinances §156.329. The UC-OD ordinance section is available online in the Planning and Development Document Library at http://www.tompsc.com/index.aspx?nid=388

Michael K. Graham

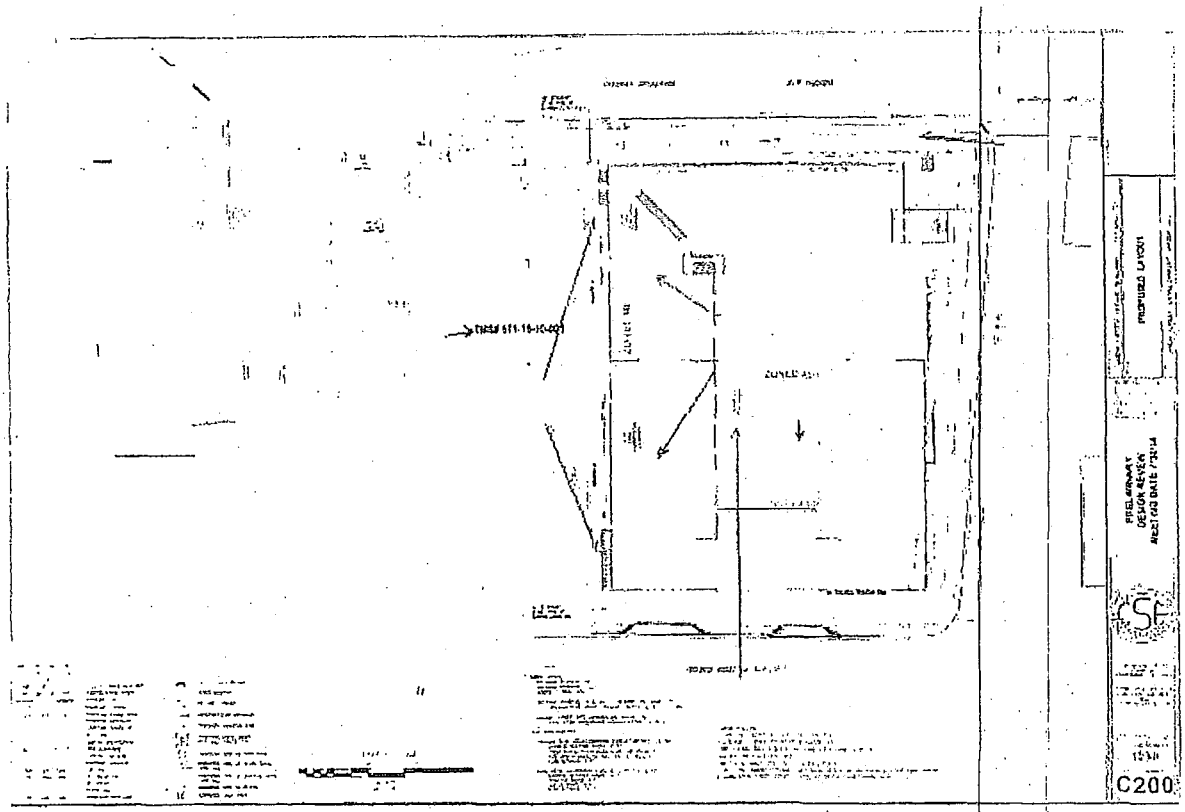
From:	Jim Owens
Sent:	Thursday, July 17, 2014 5:30 PM
To:	jcowenssr@comcast.net
Subject:	Site Plan
Attachments:	Updated Garage Site Plan 2014 0715 (Comments).pdf

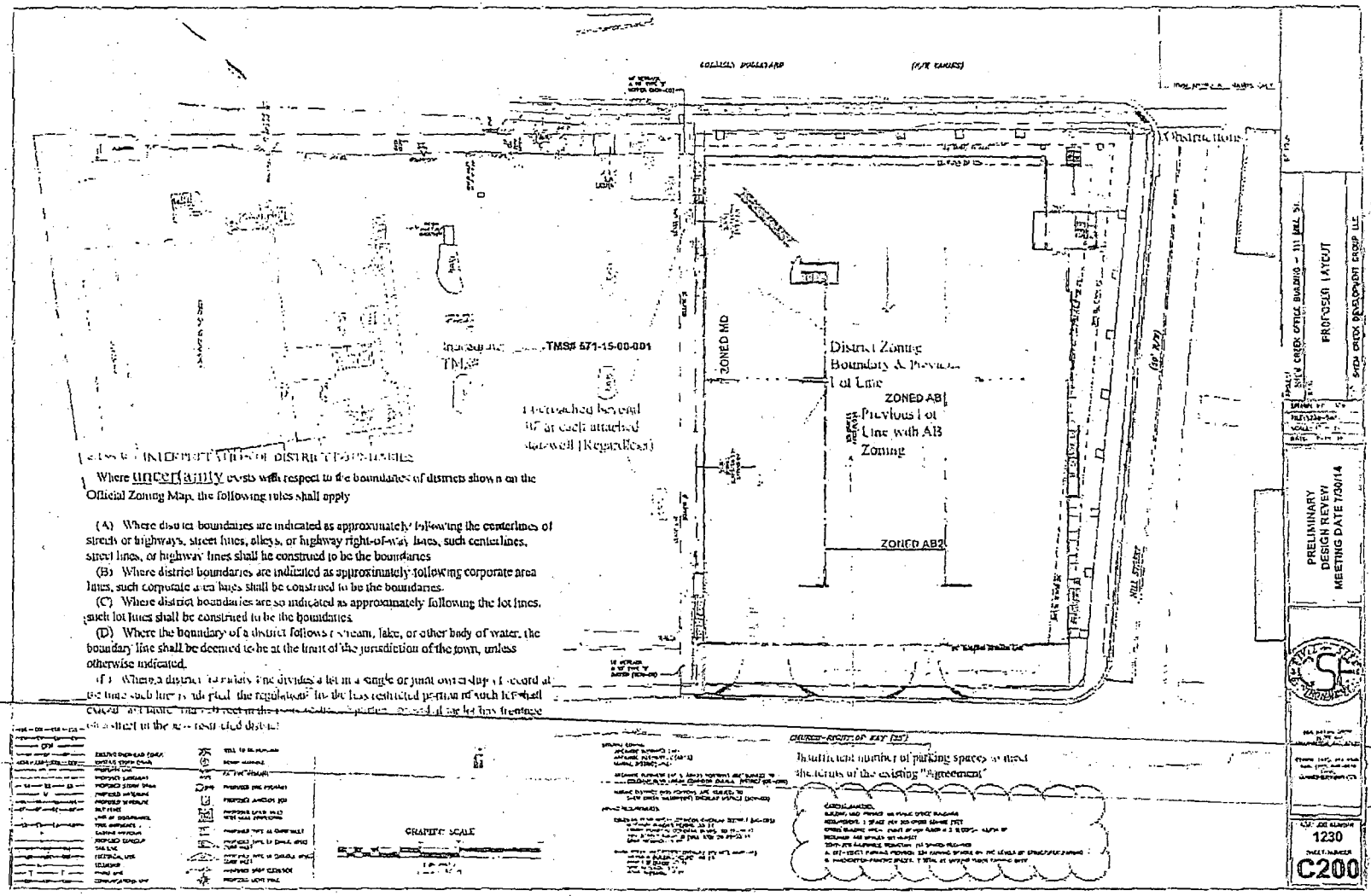
Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

ADC
ENGINEERING SPECIALISTS
1129 HEARTHSTONE HALL ROAD
CONWAY, SC 29526
office 843-735-6165 / cell 843-991-7049
fax 843-566-0162
ADCENGINEERING.COM


PROPOSED LAYOUT
PRELIMINARY
DESIGN REVIEW
C200


TMS# 571-15-00-001
ZONED MD
District Zoning Boundary & Previous Lot Line
ZONED AB
Previous Lot Line with AB Zoning
ZONED AB2
Where uncertainty exists with respect to the boundaries of districts shown on the Official Zoning Map, the following rules shall apply
(A) Where district boundaries are indicated as approximately following the centerlines of streets or highways, street lines, alleys, or highway right-of-way lines, such centerlines, street lines, or highway lines shall be construed to be the boundaries
(B) Where district boundaries are indicated as approximately following corporate area lines, such corporate area lines shall be construed to be the boundaries.
(C) Where district boundaries are so indicated as approximately following the lot lines, such lot lines shall be construed to be the boundaries.
(D) Where the boundary of a district follows a stream, lake, or other body of water, the boundary line shall be deemed to be at the limit of the jurisdiction of the town, unless otherwise indicated.
GRAPHIC SCALE
PRELIMINARY DESIGN REVIEW MEETING DATE 7/30/14
PROPOSED LAYOUT
1230
C200

Michael K. Graham

From: Jim Owens
Sent: Wednesday, July 16, 2014 3:06 PM
To: jcowenssr@comcast.net
Subject: FW: ECS Phase I ESA Coupon
Attachments: ECS Phase I ESA Coupon.pdf

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
office 843-735-5165 / cell 843-991-7049 fax 843-566-0162 ADCENGINEERING.COM

-----Original Message-----
From: Bryan Stange [mailto:NewsFromECS@ecslimited.com]
Sent: Wednesday, July 16, 2014 10:16 AM
To: Jim Owens
Subject: ECS Phase I ESA Coupon

Charleston area developers, designers and real estate professionals,

If you or a client of yours has a real estate transaction or refinance coming up soon in the greater Charleston area, mention this email (coupon attached) when you request a proposal for a Phase I Environmental Site Assessment and ECS will deduct $250 from the cost of your Phase I ESA proposal.

The project must be authorized by 11/30/14 in order to apply the discounted price.

Discounted price only applies to projects located in the greater Charleston area (within a 75 mile radius of the ECS office in North Charleston, SC).

Please remember that ECS also provides other services to assist you, including geotechnical engineering, wetland delineations, hazardous materials surveys (mold, lead, asbestos), infiltration testing, property condition assessments (PCA), and third party testing and inspections services.

We look forward to helping you to prepare for successful projects in 2015.

BRYAN STANGE
Business Development Manager

ECS Carolinas, LLP
3820 Faber Place Drive, Suite 500, North Charleston, SC 29405
T: 843-654-4448 C: 843-737-3049 F: 843-884-7990
www.ecslimited.com

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  - Search Folders

jcowenssr

To	Subject	Sent	Size
Adam Bradshaw			
Adam Bradshaw	Re: Farewell	5/29/2014	5 KB
Greg Jones; Chris Cook			
Greg Jones; Chris Cook	Fwd: Evidence Preservation Letter to Jim Owens	9/18/2014	1 MB
jcowenssr@comcast.net			
jcowenssr@comcast.net	FW: Evidence Preservation Letter to Jim Owens	9/18/2014	1 MB
jcowenssr@comcast.net	FW:	9/2/2014	19 KB
jcowenssr@comcast.net	FW: Bryce Owens	8/29/2014	31 KB
jcowenssr@comcast.net	FW: FEMA	8/11/2014	66 KB

Items 1 to 24 of 24

Site Plan

Jim Owens

Sent: Thursday, July 17, 2014 5:30 PM
To: jcowenssr@comcast.net
Attachments: Updated Garage Site Plan 2~1.pdf (5 MB) [Open as Web Page]

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

cid:image004.png
@01CE5D3A.DE4
12260

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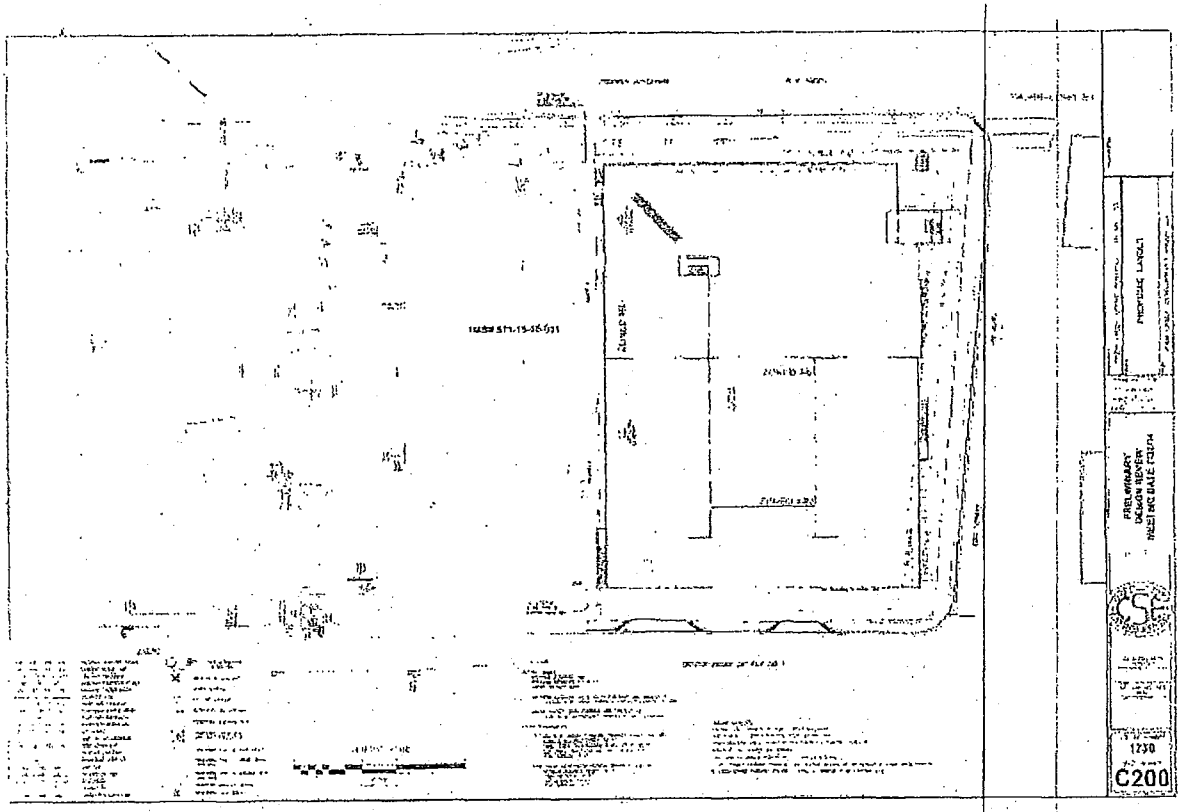
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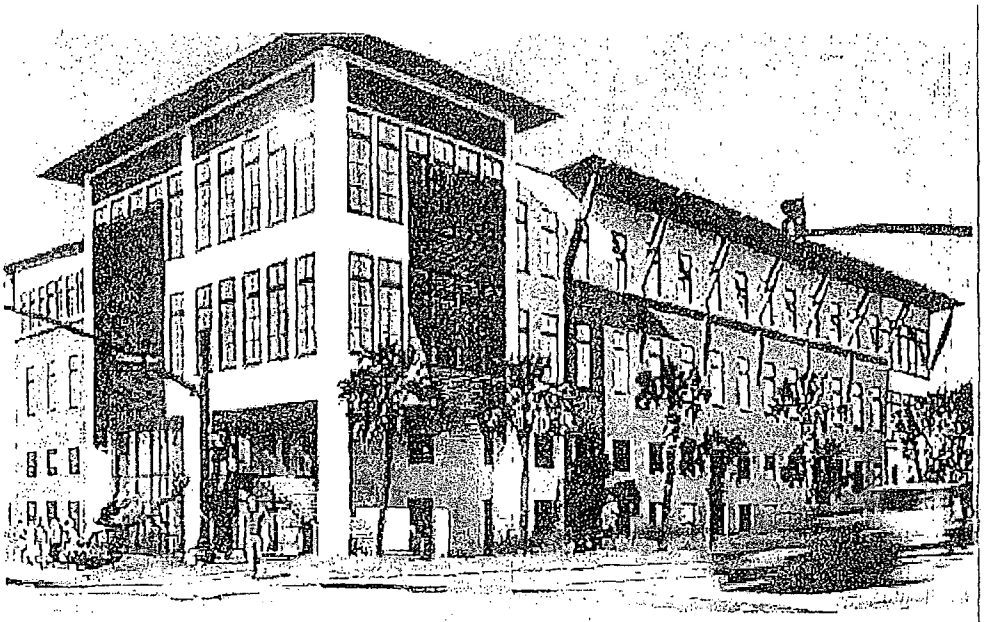

Michael K. Graham

From:	Jim Owens
Sent:	Friday, May 16, 2014 9:22 AM
To:	jcowenssr@comcast.net
Subject:	Document1
Attachments:	Document1.docx

fyi

Parking Garage/Office Building: Interesting Elements within the Ranks of the Mount Pleasant Town Council

Whether you are for or against the Proposed 55 foot tall Parking Garage/Office Building adjacent to Shem Creek, it's important to recognize the positive and negative demeanor by which it's been debated and whether the same respectful standards have been maintained by each party, the Townspeople, Elected Town Council Members and the Development Team.

The Townspeople, with 2500 plus signatures and counting are requesting that an earlier resolution be rescinded, which has $2.8 million dollars of public money attached to the project. The Townspeople want to halt the construction of a 55 foot tall "proposed" office structure from being built at the cornerstone of Shem Creek, the iconic symbol of prosperity of Mount Pleasant and the "Heart and Soul of the Residents of Mount Pleasant". The location for proposed site is at the corner of Coleman Boulevard and Mill Street. The Townspeople vigorously support the existing guidance documents which protect and preserve Shem Creek and surrounding area from the volatile desires of large scale development. These Guidance Documents can be found on the Town of Mount Pleasant's website and are more easily found of the Saving Shem Creek Facebook page Two of these documents are: Preserving the Character of Shem Creek and the Mount Pleasant Comprehensive Plan 2009-2019. These documents clearly outline the guidance in maintaining small scale and mixed use that are conducive with

Michael K. Graham

From:	Jim Owens
Sent:	Monday, August 11, 2014 5:45 PM
To:	jcowenssr@comcast.net
Subject:	Is this the path you want to pave for our future ages.docx
Attachments:	Is this the path you want to pave for our future ages.docx

Is this truly the path that you want to pave for our future ages? This illustration was taken from the TOMP GIS website providing the current height allowances for Coleman and Ben Sawyer Blvd. Is this a vision of your plan or your blindness to a scheme? Are you representing the property rights of all, which include the residents who have invested in Mount Pleasant for generations and paved the way for its current character and charm or just a select few.

I have heard it said that every morning I wake up and think of ways of helping the citizens of Mount Pleasant enjoy a better quality of life; I've also heard that I don't have friends to reward or any enemies to punish. To you, we will hold you to your word and will remain your accountability partners.

Is your Oath of Office polarized in your mind and conscience, is it emblematic of the charge that embraces the character of the men and women willing to serve...to serve in swearing to faithfully execute & discharge all the duties appertaining to your office and to protect and serve the Town and its citizens to the best of your ability, so help you God. Is your goal to serve out of prestige or the willingness to make a positive difference and leave behind a family legacy?

The Local Citizens along Coleman & Ben Sawyer have always supported the local businesses over the many decades and have been loyal patrons of each. The Citizen of MP have bought your goods and services helping you make payroll and paying for the frontage along Coleman Blvd only to find some willing to sell to the highest bidder. As with everything, there are benefits or consequences with every action. I hope that you can always rely on the citizens of MP for their support.

CRAB – living breathing document to amend as necessary and make our Town better. Its been said that a lot of work was put into this document and it shouldn't change – When a consultant comes in and selects a "capable" handpicked group to represent a committee, some not living in MP, the outcome usually resembles the prognosis of the task. However, we appreciate the willingness of some to question the validity of its character in keeping with MP. There are other living breathing documents, Preserving the Character of SC, Coleman rev. master plan, Comp. Plan these guidance documents are on the verge of being completely ignored relative to impending development along Shem Creek. What makes the CRAB more vital than these, in fact the CRAB states that Careful Consideration should be given by the Town of MP complimenting Shem Creek's natural beauty.

I didn't come here to lobby for or against the CRAB, you've seen enough of that already. I'm here to support you and offer the support of our Townspeople. Realistically, the rhetoric is over and I'm anticipating great things from this Council. I have often said that I will continue to believe in this Council until they give me a reason not to. I will tell you that that particular thought has been challenged from time to time, but I remain hopeful. I have high expectations of your willingness and ability to do the right thing despite the constant pressures by some. I still believe that bringing the right people to the right place at the right time will give us the right result.

Hopefully tonight will represent the closing of this issue and allows us to spend our energy towards making MP the envy of the State. One where businesses continue to flourish and property values continue to climb. A wrong decision tonight you do at your own peril and it will forever be the defining characteristic of your legacy

Michael K. Graham

From: Jim Owens
Sent: Wednesday, May 21, 2014 5:01 PM
To: jcowenssr@comcast.net
Subject: ~~Emailing: 9772.pptx, 9697.pptx~~
Attachments: 9772.pptx; 9697.pptx

Not Sure if they are related or NOT

fyi

Michael K. Graham

From:	Jim Owens
Sent:	Thursday, May 29, 2014 4:57 PM
To:	jcowenssr@comcast.net
Subject:	Document1
Attachments:	Document1.docx

FYI

§ 156.332 SCW-OD; SHEM CREEK WATERFRONT OVERLAY DISTRICT.

(A) *Boundaries of the district.* The boundaries of the Waterfront Overlay are depicted on the official zoning map.

(B) *Purpose.* To foster and maintain the naturally water-dependent character of Shem Creek by allowing businesses that are closely related to waterfront activity, and allowing small-scale mixed uses in the area that are compatible with existing marine industries and adjacent neighborhoods.

(C) *Allowed uses.*

(1) This is an overlay district and, as such, would extend all allowed uses that currently exist within the Marine District zoning classification to all properties within the designated overlay.

(2) The permitted uses for an individual property shall also include those specifically referenced in the base zoning for all properties.

(3) For the purpose of the Overlay District, the Marine District zoning will be modified so that some uses allowed as permitted uses within the Marine District zoning classification shall become conditional uses within the Overlay District as follows.

(D) *Permitted uses.*

(1) Boat building and repair; provided it does not cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other conditions objectionable to adjacent or nearby areas.

(2) Seafood processing.

(3) Fuel docks.

(4) Ice houses.

(5) Marine equipment repair.

(6) Marine salvage operations.

(7) Seafood restaurant.

(8) Recreational boating.

(9) Marine equipment retail.

(10) Bait and tackle.

(11) Off-street parking and other access.

(E) *Conditional uses.* The following uses may be allowed in accordance with the provisions contained in § 156.112, subject to the additional conditions of this chapter.

(1) Retail and service establishments; provided they meet the conditions defined in the purpose of district.

(2) Residential uses; provided they are in areas designated "residential permitted" on the Master Plan.

(3) Furthermore, maximum density will be that allowed under medium density residential; height will be controlled by the Town Building Height Plan and setbacks will be in accordance with the multifamily zoned district.

(4) Outdoor eating or drinking establishments, provided that:

(a) No outside loudspeaker or amplified music systems are utilized, unless authorized by a valid special event permit;

(b) All lights or lighting arrangements used for purposes of advertising or night operations are directed away from adjoining or nearby residential properties;

(c) The use is not be located within 100 feet of residential property; and

(d) For the purposes of this section, ***OUTDOOR*** shall be defined as any activity not wholly conducted inside a completely enclosed building with solid walls.

(e) Required parking for any outdoor decks and porches shall be one space per every 100 square feet.

(5) Storage for recreational boats and other marine watercraft as well as marine warehouse and storage; provided that the following parking regulations are met:

(a) Dry stack boat storage shall have a parking ratio of 0.2 space per berth and one space per every three employees;

(b) Marina wet slip storage shall have a parking ratio of 0.5 space per slip and one space per every three employees.

(F) *Use limitation.* The rental and sale of jet-propelled personal watercrafts (PWC) shall be prohibited within the Overlay District.

(Ord. 03074, passed 1-13-04; Am. Ord. 06069, passed 2-13-07)

§ 156.112 CONDITIONAL USES.

(A) Conditional uses, as defined by the Zoning Code, may be permitted by the Zoning Administrator, provided the proposed uses comply with the conditions spelled out within each zoning district classification.

(B) Should an application for conditional use be denied, the same request may not be initiated on the same parcel or lot, or any part thereof, for a period of 12 months following the date of denial.

(1) A change of ownership shall not alter this requirement.

(D) *Extensions of vesting periods.* To request an extension of the vesting period beyond what is allowed in division (C) of this section, the property owner must submit a written request to the local governing body, as defined in this section, prior to the expiration of the vesting period, requesting an extension. The local governing body must approve applications for at least five extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval.

(E) *Conditions and limitations.*

(1) Site specific development plan provisions apply to projects that require the investment in grading; installation of utilities, streets and other infrastructure; and other significant expenditures necessary to apply for a building permit. For purposes of this section, the following are considered site specific development plans:

(a) Town Council-approved planned developments;

(b) Town Council-approved impact assessments;

(c) Planning Commission-approved sketch plans or preliminary plats;

(d) Board of Zoning Appeals-approved variances and special exceptions;

(e) Final planning staff approvals and Design Review Board final approvals regarding Commercial Design Review Overlay District applications;

(f) Town Appearance Commission- approved certificates of appropriateness; and

(g) Conditional uses and sign permits approved by the Zoning Administrator or his or her designee.

(2) A site specific development plan for which a variance, regulation, or special exception is necessary does not confer a vested right until the variance, regulation, or special exception is obtained.

(3) A vested site specific development plan is subject to later local governmental overlay zoning that imposes site plan-related requirements but does not affect allowable types, height as it affects density or intensity of uses, or density or intensity of uses.

(4) Upon expiration of a vested right, a building permit may be issued for development only in accordance with applicable land development ordinances or regulations.

(5) A vested right to a site specific development plan may be revoked by the local governing body upon its determination, after notice and a public hearing, that there was a material misrepresentation by the landowner or substantial noncompliance with the terms and conditions of the original or amended approval.

(Ord. 05035, passed 6-14-05; Am. Ord. 07071, passed 11-13-07)

Michael K. Graham

From:	Jim Owens
Sent:	Thursday, June 19, 2014 2:54 PM
To:	jcowenssr@comcast.net

Chris, are you aware of any project in recent history, prior to 2012, that was submitted, approved and constructed with height allowances from 45-55' on Coleman Blvd? I believe that Mark Mason's building 42' to the eves. As you know there has been a tremendous amount of A/E design changes since 1949 and 1979 respectively, but none take the place of common sense, moderation and good judgment. The town keeps throwing a history lesson relating to what the area once provided (150' to unlimited) yet can't offer one project that was submitted, approved and constructed during the history that's being sited. Am I missing the argument, or being reluctant to understanding it?

Please let me know if you have additional questions. Thanks

Jim

Jim Owens
Construction Administrator
Site Services/Structural

ENGINEERING SPECIALISTS
[illegible]
[illegible]
office 843-735-5165 / cell 843-991-7049
fax 843-566-0162
ADCENGINEERING.COM

Michael K. Graham

From:	Jim Owens
Sent:	Tuesday, July 01, 2014 10:50 AM
To:	jcowenssr@comcast.net
Subject:	Document1
Attachments:	Document1.docx

Fyi..

With the latest developments of this project, it's important to remain focused on the task at hand. While it may have seemed quiet, many of us have been working harder than ever and we will need all of your support going forward. The path is going to be a tedious and uncomfortable journey for many, however because of the circumstances, the options are limited. There have been a number of inconsistencies and irregularities which have encompassed the Council approval process of the Parking Garage/Off. Bldg. and unfortunately, it will now have to be exposed including the council members responsible. It is a sad day when the Town's governance sides with a development over the Will and Voices of the People.

A development who requested and was given by the Town a change in law/ordinance (height and flood) rather than file a variance, to maximize it's profits. A public notice (Text Amendment concerning a Special Meeting, not the regular meeting) that failed miserably at providing detailed information about the proposed project even though the 55' height allowance had already been approved and the committee members present at the Special Planning and Development Meeting who approved the modifications. Followed by the Town adding (9) Nine other parcels to avoid favoritism and spot zoning. We have tried to be open and honest, even transparent to a fault, because it was important to protect our Town from reproach.

Michael K. Graham

From:	Jim Owens
Sent:	Monday, July 07, 2014 5:52 PM
To:	jcowenssr@comcast.net
Subject:	Addressing Council 2014 0708.docx
Attachments:	Addressing Council 2014 0708.docx

Mayor Page and Members of Council:

My name is Jim Owens and I live at _____. As a private citizen, I have a few concerns that I'm hopeful can be clarified. I'm here again to discuss the proposed Parking Garage/Off. Bldg on the corner of Mill St. and Coleman Blvd. As you know, this project has had a preliminary review and been returned with comments; however, the comments did not appear to address the Parking License Agreement, therefore I believe the public would appreciate learning more about the following:

1. The amount of public input for a project garnering the use of public funds and the details relating to the approval process.
2. The total amount of parking spaces in the garage that will be added to the already free surface parking currently being utilized, based on the submitted design.
3. The assurances that will be in place requiring the use of the spaces in the garage which prohibit parking to spill over into adjacent streets as they do on King and Pherigo due to their paid parking requirement.
4. The amount of parking spaces required by the current ordinance for a private office building encompassing 42k sq ft of office space.
5. The benefits which will be receive by the public with the Town subsidizing $2.8 million dollars for the development.
6. How the Town will be financially affected and impacted from the Parking License Agreement other than a loss of $2.8 million dollars in public funds.
7. How the project received a 55' height allowance and why 9 other properties received the same. Why were the nine other properties, which were also given the amended height allowance, needed at this time?
8. Why the text amendment dated 9/10/13 addressing this project wasn't clearly stated; particularly after the height allowance and flood exemption were previously known; as I read it, I'm convinced that our Town's governance is maintaining the date specific ordinances.
9. Why all four guidance documents (CRAB, Coleman & Ben Sawyer Blvd Rev Master Plan, TOMP Comp Plan and the 2002 Preserving the Character of Shem Creek) were ignored relating to the care of Shem Creek during the planning and discussions of this project.
10. Who the special planning and development committee members were who approved this project.
11. Who the Council Members were who voted on and approved this project without a tangible plan in place.
12. Please inform the public where the $2.8 million dollar cost analysis came from; a public source of funds without fully vetting the scope or details of the proposed project, we are almost 8 months in and we've yet to see what the public funds are being allocated to.
13. In an email dated May 30, 2014 it was indicated that the developer was not vested and it was determined the project was financially unfeasible to pursue, subsequently many of the Townspeople are now puzzled and wondering what to believe.

Thank you for your time and we look forward to your answers!

Michael K. Graham

From:	Jim Owens
Sent:	Tuesday, July 29, 2014 2:42 PM
To:	'jcowenssr@comcast.net'
Subject:	Document1
Attachments:	Document1.docx

But Michelle Sinkler, representing the Coastal Conservation League, said her organization supports the current height limits for the sake of limiting sprawl. If development isn't kept to certain areas, she said, Mount Pleasant will quickly spread up the coast toward McClellanville.

"We're not architects," Sinkler said. "I don't know if there's a magic height, and my hope is that whatever plan they come up with can accommodate adequate density and good design."

Town Council adopted the current zoning height restrictions in 2008 to encourage development along Coleman and Ben Sawyer boulevards at the recommendation of the Coleman Revitalization Advisory Board, often called the CRAB. Since then, Mount Pleasant residents, developers and government leaders have clashed multiple times on how best to manage the speed and scale of the city's growth.

Name:	Michelle Loy Sinkler Upgrade Listing
Status:	Inactive
Licensed:	17 years
Law School:	CU Law, 1995
Location:	10 Saturday Road Mount Pleasant, SC 29464

Jon Chalfie

- Works at Lee & Associates Charleston and Mount Pleasant Business Association Studied BA Economics at University of Wisconsin-Madison • From Cincinnati, Ohio

Admissions

- South Carolina

Areas of Law

- Government Relations and Administrative Law

- Public Policy and International Law
- Real Estate

Saila Milja-Smyly, AICP

Land Use/Planning Counsel
saila.milja-smyly@nelsonmullins.com
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Liberty Center, Suite 600
151 Meeting Street
Charleston, SC 29401

Saila Milja-Smyly practices in the areas of land use and zoning law and real estate development in Nelson Mullins Riley & Scarborough LLP's Charleston office.

Experience

- Counsels clients on entitlements throughout the land development process, from zoning map amendments to annexations and land subdivisions
- Has experience in matters requiring representation before public bodies, such as planning commissions and design review boards, and advises clients in negotiating planned developments and development agreements
- Assists with appeals from administrative decisions made pursuant to local land use and zoning regulations
- Professional Planner, certified by the American Institute of Certified Planners, the professional institute of the American Planning Association
  - To become certified, an APA member must meet requirements for education and experience and pass the AICP Comprehensive Planning Examination
- Experience with local zoning and land development regulations arises in part out of her prior work as a municipal planner for the Town of Mount Pleasant, S.C.
  - Participated in various stages of the land development review processes and implemented new planning programs
- Familiar with the planning principles of smart growth, new urbanism, and sustainable development
- Certified by the American Translators Association as a professional translator from English into Finnish

COMPREHENSIVE PLAN UPDATE

MEETING 7 – LAND USE ELEMENT

4/03/2014

Mount Pleasant SC

GOALS FOR TODAY

1. Discuss Land Use Element goals, strategies and action plan items
   - Review current goals, strategies, and action plans
   - Discuss possible amendments or additions
2. Review and discuss Urban Growth Boundary Line
3. Review and discuss Planning Area Boundaries
4. Review and discuss Future Land Use map

INTRODUCTION TO GOALS

- The 2009 Comprehensive Plan goals were derived from various sources of stakeholder input, including the Town-wide Visioning Workshop, stakeholder interviews, and ongoing conversations with Town of Mount Pleasant staff and management. Many of the goals were adapted from the 2003 Comprehensive Plan.
- The goals provide the big picture direction for the development and implementation of the Comprehensive Plan. Strategies, incentives, and regulations are continuously updated and necessarily adapt to changing circumstances, but goals should endure and provide stability and direction over time.

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT GOALS

1. Focus future growth in the Town of Mount Pleasant on areas that have sufficient transportation infrastructure and are located near existing centers of employment and activity.

   Higher density development should occur on the southern side of the Town (i.e. closer to Johnnie Dodds Boulevard and Coleman Boulevard), with densities gradually decreasing northwards. The Town of Mount Pleasant should have an "edge" where there is a transition to rural densities at Mount Pleasant's Urban Growth Boundary.

   Consideration: Change to "Higher density development should occur predominately on the southern side of the Town, particularly in the Urban Corridor, Waterfront Gateway, and Community Nodes, with densities gradually decreasing northwards. The Town of Mount Pleasant should have an "edge" where there is a transition to rural densities at Mount Pleasant's Urban Growth Boundary."

   Denser development should occur closer to the US 17 corridor where there is greater transportation infrastructure. Development adjacent to waterways and marshes that edge the Town should take measures to incorporate low impact development design principles such as maintaining undisturbed buffers to promote excellent water quality.

   Encourage development of infill properties with appropriately scaled redevelopment to utilize infrastructure already in place.

2. Focus redevelopment and revitalization on older commercial areas which are served by existing infrastructure and are underutilized; ensure any redevelopment is compatible with existing residential neighborhoods.

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT GOALS

3. Recognize the significance of historic, traditional, rural, and planned communities, and maintain their desirable characteristics such as prevailing densities, building types, and quiet streets.
   - Preserve key historic properties through acquisition or easements, enacted either by the Town or an appropriate non-profit entity.
   - Ensure that new development in residential districts is compatible in scale and character and conserves important neighborhood characteristics.
   - Maintain the character of business communities of particular value to the Town, such as Shem Creek and Pitt Street.
   - Recognize remaining agricultural areas in the Town as cultural landscapes linking the Town with its agricultural roots.
   - Encourage the production, purchase, and consumption of locally grown or harvested foods and the preservation of local food heritage.
4. Increase the flexibility of the zoning code to accommodate new types of development, including mixed use, so long as they are compatible with their surrounding context and sensitive to nearby neighborhoods.

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT GOALS

5. Develop a series of nodes of activity which include a wide variety of land uses and public spaces. Ensure that all Town residents live within close proximity to public gathering space.

   Encourage the location of workplaces and educational facilities in close proximity to concentrations of residential development to provide convenient access from home to work.

Consideration: Change to "Encourage the location of workplaces and educational facilities in close proximity to concentrations of residential development and public transportation to provide convenient access from home to work."

   Continue to work on a variety of Placemaking initiatives to create gathering places for the residents and workforce of Mount Pleasant and to enhance quality of life.

Consideration: Change "gathering places" to "public gathering places"

   Locate small parks and other passive recreational facilities in close proximity to residential areas to improve accessibility to the facilities for residents of all ages.

6. Guide development in rural areas to reflect rural characteristics and densities.

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT STRATEGIES

- Target Strategy: Promote appropriate infill and redevelopment.
- Target Strategy: Create and promote access to a Cultural Landscape District in the center of Mount Pleasant (in the Rifle Range Road, Six Mile Road, Long Point Road, and Hamlin Road areas) that recognizes the area's traditional landscapes, serves to draw residents and tourists, and connects the Town with its agricultural roots.

  Consideration: No longer a Target Strategy and change to "Continue to refine plans for the Cultural Landscape District in the center of Mount Pleasant, that recognize the area's traditional and historic landscapes, serve to draw residents and tourists, and connects the Town with its agricultural and historical roots."
- Target Strategy: Create Waterfront Gateway Districts at the Ravenel Bridge that capitalizes on the Town's waterfront as a tourism, entertainment, and cultural district and at the Wando River Bridge along Highway 41 that is sensitive to the surrounding areas.

  Consideration: Remove
- Higher density development should occur on the southern side of town, with densities gradually decreasing northwards. The Town of Mount Pleasant should have an edge where there is a transition to rural densities and character at the Town's Urban Growth Boundary

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT STRATEGIES

- Limit the extension of infrastructure and public services outside the Urban Growth Boundary; promote more rural development patterns outside the Urban Growth Boundary.

  Consideration: Change to "Limit the extension of infrastructure outside the Urban Growth Boundary and promote more rural development patterns outside the Urban Growth Boundary. Review the provision of and impact on public services for rural development outside the UGB."

- Promote a nodal development pattern for commercial and higher density housing development.
- Rewrite the zoning ordinance to reflect the recommendations of the Comprehensive Plan, to promote Traditional Neighborhood Developments, and to consolidate the type and number of special districts.

  Consideration: Change to "Revise the zoning ordinance to consolidate the type and number of special districts."

- Consider utilizing a form-based zoning code rather than a conventional Euclidian zoning code.

  Consideration: Change to "Consider developing a provision to allow for form-based zoning where appropriate."

- Protect the character of Mount Pleasant's existing neighborhoods.

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT STRATEGIES

- Recognize the importance of the traditional land use patterns of historic African-American communities in the Planning Area.
- Incentivize the provision of public access for waterfront developments.
- Encourage the location of work places and educational facilities close to concentrations of residential development to provide convenient access.

  Consideration: Change to "Encourage the location of work places and educational facilities close to concentrations of residential development and public transportation to provide convenient access."
- Play an active role in regional and Charleston County planning efforts to coordinate land use, transportation, and environmental decision making.
- *NEW – Consideration*: "Develop standards for cluster design techniques within waterfront developments to limit development within the floodplain."
- For Discussion: *Transitional land uses between major thoroughfares and existing residential neighborhoods.*

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT ACTION PLAN

- Encourage the donation of easements as a tax deduction for the proposed Cultural Landscape District. Pursue funding for conservation easements.

  Status: Complete; Hamlin property purchased, Cultural Landscape District ordinance adopted, Oyster Point Park approved.

  Consideration: Remove

- Research incentives to promote redevelopment, including parking reductions, public funding for infrastructure and public spaces, and other funding mechanisms. Determine which obstacles exist in the Town that hinder redevelopment.
- Implement a Green Building outreach program to promote energy efficiency and environmentally sensitive construction techniques.
- Develop Master Plans for the Waterfront Gateway Districts.

  Status: Complete.

  Consideration: Remove

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT ACTION PLAN

- Rewrite the appropriate sections of the Zoning Code to implement the changes in the Comprehensive Plan, including specific criteria governing development and redevelopment in designated Community Nodes, Neighborhood Nodes, and Core Redevelopment Corridors.

  Consideration: Change to "Develop an ordinance to implement the specific criteria governing development and redevelopment in designated Community Nodes and Neighborhood Nodes."

- Revise land use protections for areas designated as Community Conservation. Can be incorporated with Zoning Code Update.

  Consideration: Change to "Continue to coordinate with Charleston County on land use issues for unincorporated areas within the Town's planning area, with a specific focus on protecting areas designated as Community Conservation."

- Develop a Redevelopment Plan for Chuck Dawley Boulevard.

  Status: Complete; Incorporated into the Urban Corridor Overlay District.

  Consideration: Remove

- Plan and design a series of Green Gateways into the Town.

REVIEW OF 2009 COMPREHENSIVE PLAN LAND USE ELEMENT ACTION PLAN

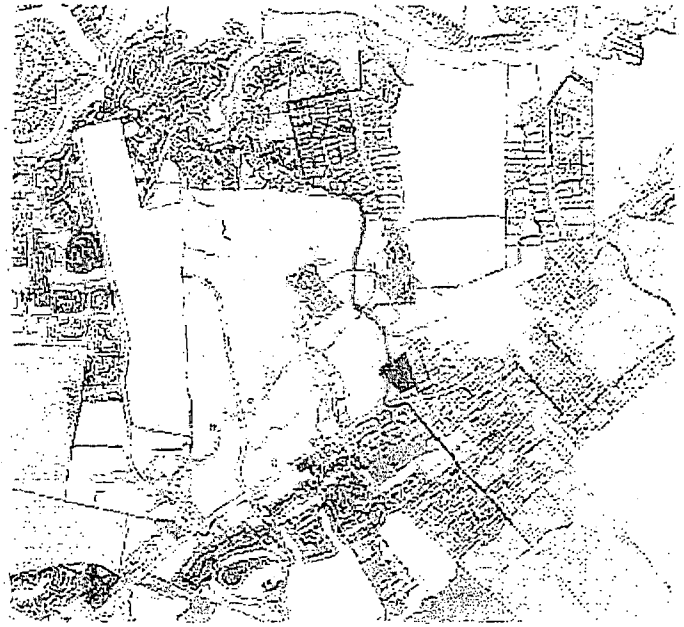
- Commence integrated Comprehensive Plan and Long Range Transportation Plan Update.
- Adopt and implement the Johnnie Dodds Boulevard Master Plan.

  Consideration: Remove
- Continue to coordinate with Charleston County on land use issues for unincorporated areas within the Town's planning areas.

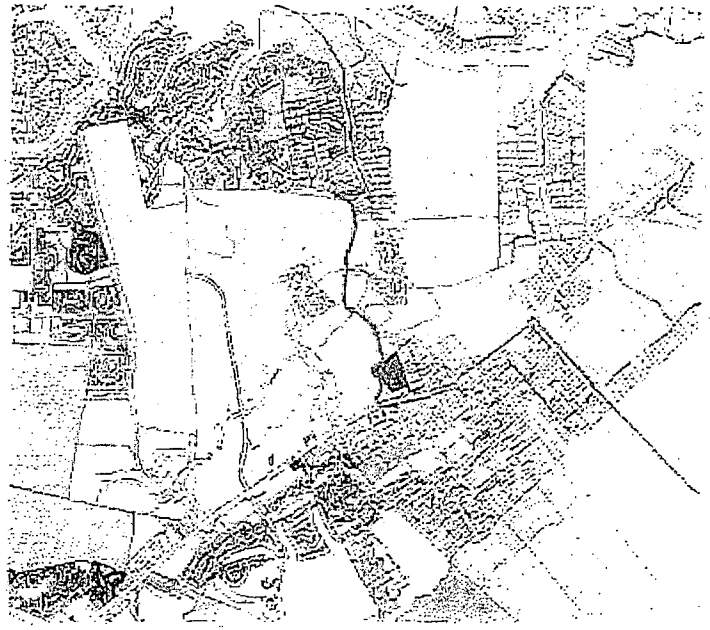
  Consideration: Remove (incorporated into an earlier action plan item)

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
URBAN GROWTH BOUNDARY LINE

- Consideration: Move the Urban Growth Boundary Line to match Charleston County's to provide better coordination of plans.

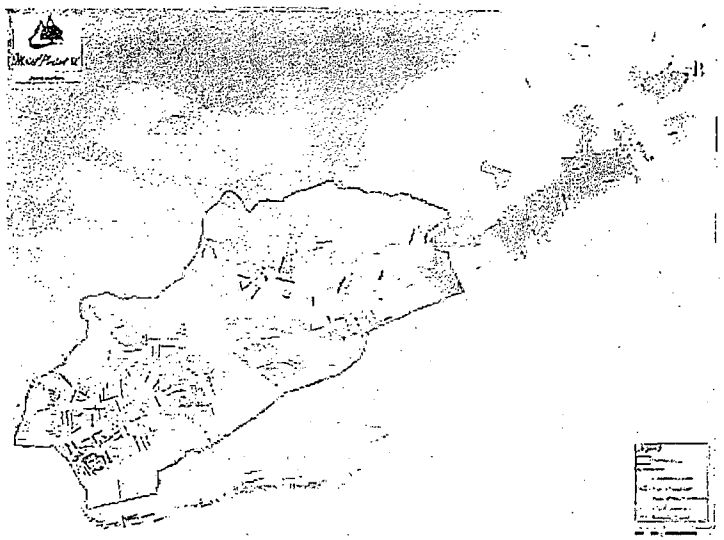


Town of Mount Pleasant UGBL



Charleston County UGBL

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
PLANNING AREA BOUNDARY



Jurisdiction Map

U.S. Forest Service Map

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE

- Residential densities for Commercial parcels

  Residential density is established in the Comprehensive Plan for Residential land uses, but has not been provided in the Commercial or Special land use categories. Currently the zoning dictates the density.

  As discussed at the November 7, 2013 meeting:

  - Limited Office allows single-family residences (based on lot sizes, density equals 4 units per acre)
  - Office Professional allows combination residential structures limited to 6 units per acre
  - Neighborhood Commercial, Areawide Business, and Areawide Business – 2 allow combination residential structures limited to 12 units per acre.
  - Mixed Use Planned Developments permit higher density.

Consideration: Eliminate residential uses in OP. Establish density for vertical mixed-use (same building) for the other commercial zoning districts at 12 units per acre.

Consideration: Incorporate established densities for Waterfront Gateway District and Urban Corridor into Comprehensive Plan.

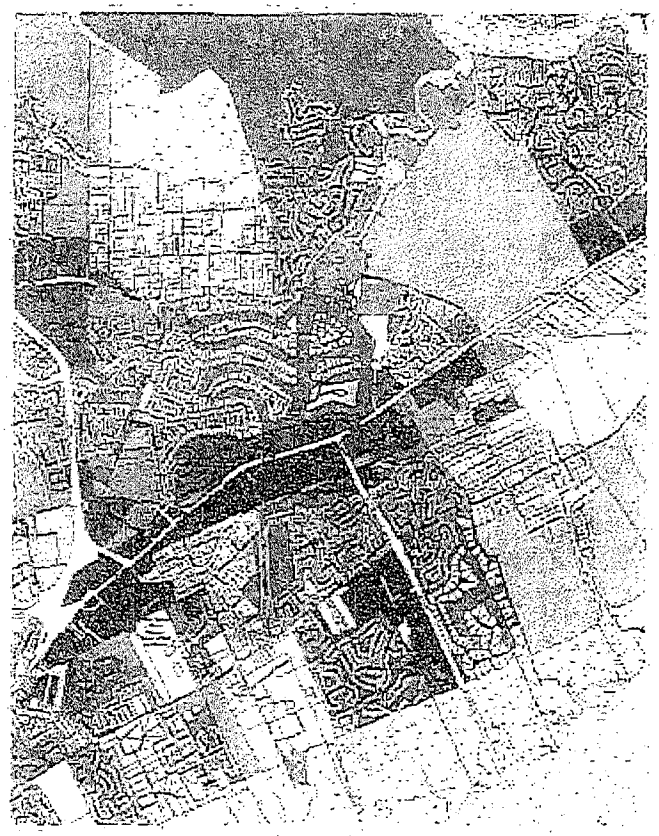
REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE

- Future Land Use Map Considerations
  - Incorporate the recommendations from the Economic Development Committee report
    - Belle Hall PD parcel behind Roper on Long Point Road – designate as ED
    - Abide-a-While and adjacent parcels – designate as ED
  - Remove tracts with Development Agreements from the Future Land Use map and incorporate their development maps as attachments
    - Carolina Park
    - Central Mount Pleasant
    - Watermark
  - Minor corrections and updates

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE MAP

- Considerations:
  - Skyzone change from Public Institutional to BUS/LI/ED (correction/update)
  - Long Point Roper tract and adjacent parcel change from Commercial to BUS/LI/ED (ED Committee recommendation)
  - Alhambra Hall from Recreation Open Space to Public Institutional (correction/update)

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE MAP



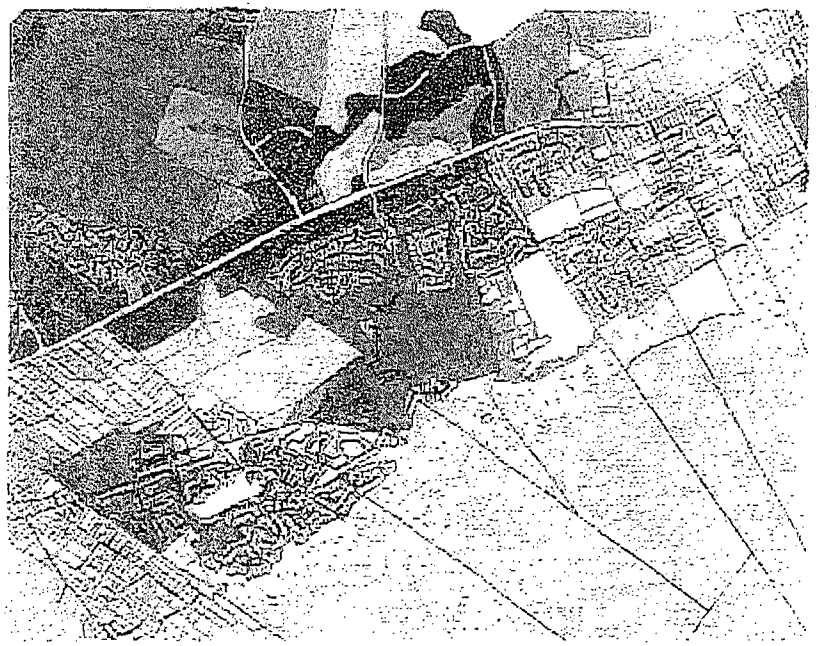
- Considerations:
  - Island Walk East from CC to LDR (correction/update)
  - Whipple Rd. SCE&G parcel from BUS/LI/ED to PI (correction/update)
  - 17N - JDB - I-526 Island from Commercial to BUS/LI/ED (ED Committee Recommendation)
  - Charles Pinckney site and Christ Church to Cultural Landscape (correction/update)
  - Brewer/Hamlin parcel to Cultural Landscape (correction/update)
  - Central Mount Pleasant (Development Agreement)
  - Watermark (Development Agreement)

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE MAP

Considerations:

- Parkers Island parcel to Low Density Residential (correction/update)
- Tributary parcels from Medium Density and Recreation to Low Density (correction/update)
- Carolina Park (Development Agreement)
- Carolina Park Passive Park to ROS (correction/update)
- Commonwealth to LDR (correction/update)

REVIEW OF 2009 COMPREHENSIVE PLAN
LAND USE ELEMENT
FUTURE LAND USE MAP



- Considerations:
  - County parcels along 17N adjacent to George Browder Blvd. Commercial or High Density Residential?
  - County parcels in front of Carolina Park to Commercial?

[redacted]

End

1

2 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 JAMES C. OWENS,

5 Plaintiff,

6 vs. CASE NO. 2014-CP-10-6265

7 BRYAN CRABTREE, KIRKMAN BROADCASTING, INC., DBA
WQSC RADIO, AND ADC ENGINEERING, INCORPORATED,
8
Defendants.
9

10 DEPOSITION OF: GREG JONES

11 DATE: May 21, 2015

12 TIME: 11:13 a.m.

13 LOCATION: NEXSEN PRUET
205 King Street
14 Suite 400
Charleston, SC
15 TAKEN BY: Counsel for the Plaintiff

16 REPORTED BY: CHRISTINE EDDY, RPR

17

---

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES

19 Fast, Accurate & Friendly

20

21 Charleston, SC (843) 722-8414 | Hilton Head, SC (843) 785-3263 | Myrtle Beach, SC (843) 839-3376
22
Columbia, SC (803) 731-5224 | Greenville, SC (864) 234-7030 | Charlotte, NC (704) 573-3919
23

24

25

1

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21

(INDEX AT REAR OF TRANSCRIPT)

22

23

24

25

1 GREG JONES
2 being first duly sworn, testified as follows:
3 EXAMINATION
4 BY MR. PARKER:
5 Q. You have heard the instructions given
6 to other witnesses. I won't repeat it.
7 A. Yes, sir.
8 Q. State your full name.
9 A. James Gregory Jones.
10 Q. And, Mr. Jones, where do you live?
11 A. 304 Ayers Circle, Summerville.
12 Q. And you are a partner or shareholder in
13 ADC?
14 A. That is correct.
15 Q. And how long have you been at it?
16 A. Since '97.
17 Q. Is that when y'all started the firm?
18 A. That's when I joined the firm.
19 Q. Who was there at that time?
20 A. Chris had been there a year, and Mark
21 Dillon and Rick Cook started in '90 and '92,
22 thereabouts.
23 Q. And where are you originally from?
24 A. Well, originally from Georgia but moved
25 here when I was very young, before grade school.

1 Q. Did you go to school here in
2 Charleston?
3 A. I Grew up here in North Charleston.
4 Q. And went to Stall as well?
5 A. Yes, sir.
6 Q. Graduated when?
7 A. 1985.
8 Q. And you have been here through a number
9 of the witnesses' testimony, your partners?
10 A. Yes, sir.
11 Q. Anything that you disagree with what
12 they have said?
13 A. Anything I disagree?
14 Q. Correct.
15 A. I would have to think through all of
16 that. I wouldn't say disagree. I might phrase a
17 few things differently. But, in general, no.
18 Q. Okay. When this matter -- how did this
19 matter with Jim Owens come to your attention?
20 A. Well, I was pretty much unaware of the
21 Jim Owens involvement with the Shem Creek thing
22 until we found out that the -- well, till Mark
23 Dillon had a meeting with Tyler Flesch that was
24 mentioned where we were notified that if we didn't
25 do something, we were going to be fired from the

1 job. And so that was about the first time I really
2 knew anything.
3 Q. What did you think about what Mr.
4 Dillon told you about what Mr. Flesch was
5 demanding?
6 A. Ask that question again.
7 Q. Mr. Dillon has testified that he was
8 told that he had to fire Jim Owens?
9 A. Correct.
10 Q. And is that what he told you Mr. Flesch
11 had said?
12 A. Yes.
13 Q. What did you think about it?
14 A. What did I think about what Mr. Flesch
15 was doing?
16 Q. Yes.
17 A. Oh, I did not like that.
18 Q. You are -- that he was trying to
19 intimidate you?
20 MS. CHERRY: Object to the form.
21 THE WITNESS: I don't know about that,
22 if he was trying to intimidate us or not. But it's
23 not the way I would do business.
24 BY MR. PARKER:
25 Q. Did you think it was heavy-handed?

1 A. That's probably a fair statement.
2 Q. Did you know Mr. Flesch?
3 A. No.
4 Q. Never met him?
5 A. No, sir.
6 Q. Do you know who Red Drum Capital is?
7 A. Yes.
8 Q. Do you know Tex Smalls?
9 A. I Know of him. I don't know him
10 personally.
11 Q. Do you know what he has to do with Red
12 Drum Capital and Mr. Flesch?
13 A. No, sir.
14 Q. But as a result of whatever he told
15 Mark that y'all met all of the principals of ADC?
16 A. Yes, sir.
17 Q. And what did y'all decide?
18 A. We decided that, based on what Mr.
19 Flesch was saying, those accusations or
20 heavy-handedness, as you described it, that we
21 could not fire Jim for -- just because he wanted us
22 to.
23 Q. And Mr. Dillon made certain notes of
24 his conversation with Mr. Flesch and from -- and
25 I'm looking at Plaintiff's Exhibit 2. He was told

1 by Mr. Flesch that Mr. Owens -- I assume questioned
2 his truthfulness, the note said truthfulness, that
3 he emailed during work hours, meeting during work
4 hours, accessing company information, I assume --
5 it says, possible suit against ADC.
6 Do you know what that meant?
7 A. I assumed that he -- Mr. Flesch
8 threatened or said there is a possible suit, and
9 they were considering suing us.
10 (PLF. EXH. 2, correspondence between
11 Mark Dillon and Tyler Flesch, was identified for
12 the record.)
13 Q. Says, conversation with Jim that he
14 will be sued for not being truthful. Do you know
15 what that is about?
16 A. No, sir.
17 Q. It says emails from Jim during the day,
18 comcast.net. Do you know what that is about?
19 A. No, sir.
20 Q. Says, Facebook posts during the
21 day. Do you know what that's about?
22 A. No, sir.
23 Q. Then it questions, I guess, did he use
24 association with ADC to get meetings or people to
25 accept calls? Do you know what that's about?

1 A. No, sir.
2 Q. Up until September the 16th, 2014, what
3 was your relationship with Jim?
4 A. Jim started working at ADC about ten
5 years ago, and as a construction administrator and
6 has been in that position since, and we worked on
7 various projects together during that time.
8 Q. Y'all had a good relationship?
9 A. Yes, sir.
10 Q. Was he a good employee?
11 A. Yes.
12 Q. Did he carry out the duties of his
13 employment appropriately?
14 A. Yes, sir.
15 Q. Did you ever give him any negative
16 write-ups of any sort?
17 A. No, sir.
18 Q. Whatever controversy that happened with
19 Mr. Owens, it took place after the 16th; is that
20 correct?
21 MS. CHERRY: Object to the form.
22 THE WITNESS: Around the 16th.
23 BY MR. PARKER:
24 Q. Did something happen before the 16th?
25 A. Well, you know, I can't specifically

1 say, day by day. You know, it may be a more
2 sequence of events is more appropriate for me
3 rather than saying this department or that date.
4 But, in general, the developer, Mr.
5 Flesch, made us aware of his unhappiness with Jim
6 and asked us to fire him. We said, no, we are not
7 going to fire him for those reasons. We were then
8 subsequently released from that project.
9 Those things happened within a few days
10 of each other. We received a preservation of
11 evidence letter. That same day that we received
12 it, we did meet with Jim late in the day, and you
13 certainly have notes from that.
14 Following -- Jim admitted that he had
15 been doing some of those activities on company
16 time, using company equipment. And so, in
17 accordance with the preservation of evidence letter
18 and with Jim's admission that he had done those
19 things, we took a look, while trying to preserve
20 that evidence, what that was, and found information
21 that, in fact, he was doing that on company time.
22 And then, over the course of a couple
23 of days, we came to the conclusion that we should
24 release Mr. Owens.
25 So you asked if everything happened

1 after the 16th. I couldn't say it did. That
2 sequence of events happened around the 16th.
3 Q. My question is, was there anything
4 before the 16th that you are aware of that
5 occurred?
6 A. Could you insert the 16th into one of
7 those events I just described so I can tell you?
8 I'm not sure.
9 Q. Plaintiff's Exhibit 2, which is Mr.
10 Dillon's meeting with Mr. Flesch.
11 A. That seems to be at the beginning of
12 that sequence of events, so I would say, to my
13 knowledge, that is --
14 Q. That is the first thing you know of it?
15 A. That is pretty much the first thing I
16 know of it.
17 Q. Have you discussed this with the
18 architects involved with the Shem Creek Project?
19 A. No, sir.
20 Q. Have you had any discussions with them?
21 A. No, sir.
22 Q. Have you seen any correspondence with
23 their architects, with Stubbs, Muldrow and Herin?
24 A. I think just the termination letter.
25 Q. That's it?

1 A. Yes, sir.
2 Q. Certainly somebody has talked with them
3 in the company with ADC?
4 MS. CHERRY: Object to the form.
5 THE WITNESS: Mark Dillon.
6 BY MR. PARKER:
7 Q. What did he discuss with them, if you
8 know?
9 A. Just what I have said already is that I
10 think they were all involved in the discussions
11 that the developer wants us to fire Mr. Owens or
12 else we would be fired from the job.
13 Q. And did they have back and forth? Did
14 Mr. Dillon have back and forth conversations with
15 someone, with the architects?
16 A. I don't know.
17 Q. Are you aware of who he talked with?
18 A. Well, the two principals that I
19 understand he may have spoken with are Charles
20 Muldrow or Sam Herin.
21 Q. Do you know if Mr. Flesch threatened to
22 fire them too if they didn't terminate their
23 affiliation with ADC?
24 A. I don't know.
25 Q. Have you heard discussions about that?

1 A. No, sir.
2 Q. Did y'all make a determination -- and
3 we went over -- you were here when we discussed the
4 emails that had been marked as exhibits. There
5 were approximately nine of them, I think. Other
6 than those nine emails, was there any other basis
7 for terminating Mr. Owens?
8 MS. CHERRY: Object to the form.
9 THE WITNESS: Was there any other
10 basis?
11 BY MR. PARKER:
12 Q. Yes.
13 A. I would say the harm that he
14 was -- those activities were doing to the company.
15 Q. His opposition to the Shem Creek
16 Project, correct?
17 MS. CHERRY: Object to the form.
18 THE WITNESS: Not his opposition to
19 Shem Creek, the harm that doing those activities
20 during company time on our equipment did to ADC.
21 BY MR. PARKER:
22 Q. What changed between when you learned
23 about that on the 16th and the 18th and when y'all
24 made the decision to terminate Mr. Owens?
25 A. Well, on the 16th we were only hearing

1 accusations and the demands from the developer.
2 Q. Right.
3 A. And threats that we were going to be
4 fired, and we were not going to fire Mr. Jim on his
5 accusations. We had no evidence at that time that
6 Jim was doing anything on company time other than
7 Mr. Flesh's accusations. So, based on that, we
8 weren't going to release Mr. Owens.
9 Q. Mr. Owens, on the 18th, advised all of
10 you that -- you in particular and Mr. Cook -- that
11 he, in fact, had used --
12 A. Yes, he did. On the 18th, he -- well,
13 prior to the 18th, all we had was Mr. Flesch's
14 accusations. We subsequently got released from
15 that job. Then on the 18th we received the
16 preservation of evidence letter.
17 We met with Mr. Owens late in the day
18 on that day, and he admitted to us when he was
19 questioned, did you do any of this on company time
20 or company equipment? And he said, yes, I did.
21 He did not know at that time how much
22 or what it was or what it pertained to. And so, at
23 the end of the day, we needed to preserve evidence
24 and see what that is. So at that time we had not
25 made -- changed our minds or -- or decided to

1 release him or decided to keep him. No decision
2 was made that day, until we went and started
3 preserving evidence, which would have probably been
4 the next day, and we discovered that he was, in
5 fact, doing it. We had evidence of that.
6 And that's when we -- that evidence
7 being there is what changed our mind.
8 Q. Did y'all discuss the fact that if you
9 terminated him, you might get the work back?
10 A. No, sir. That job was done. We were
11 already fired.
12 Q. Did you discuss that if you fired him,
13 you might be able to reestablish your relationship
14 with Stubbs, Muldrow and Herin?
15 A. I don't know if we discussed that or
16 not.
17 Q. Did y'all call Stubbs, Muldrow and
18 Herin and tell them that you had fired Mr. Owens?
19 A. No.
20 Q. Did anybody communicate that?
21 A. Not that I know of.
22 Q. You did not?
23 A. I did not.
24 Q. Who have you talked to outside of ADC
25 about Mr. Owens' termination?

1 MS. CHERRY: I will just --
2 MR. PARKER: Other than your attorney.
3 THE WITNESS: None that I know of.
4 There was an article in the paper. Folks would ask
5 me about that, and I would tell them that it is a
6 personnel matter. We can't talk about it.
7 BY MR. PARKER:
8 Q. You have not discussed it with anyone?
9 A. Beyond what was in the paper?
10 Q. Yes.
11 A. No, sir.
12 Q. And the people in the office, have you
13 discussed it with the personnel in the office other
14 than your partners?
15 A. Following the newspaper article that
16 was published in October, we received folks saying,
17 what is this all about? And they were being -- you
18 know, employees were saying that they were going to
19 be asked questions about what's going on.
20 And so we did have a meeting that said
21 that we should probably let the employees have some
22 information on how to respond to it and kind of let
23 them know where things stand. I think the outcome
24 of that, and I'm speaking very generically because
25 I don't know specifically, that the discussion was,

1 look, we are dealing with a complaint against us
2 from Mr. Owens, and it's ongoing, and we can't
3 really say much about it.
4 Q. This was an office-wide meeting?
5 A. I don't know if we sent it out by
6 email, if we had a department meeting, each
7 department had a meeting to discuss that, something
8 of that magnitude, but I couldn't say
9 specifically.
10 But the general term was just, hey,
11 it's kind of a personnel matter. It can't be
12 discussed in detail.
13 Q. Do you think that Mr. Owens has been
14 treated fairly?
15 A. Yes, sir.
16 Q. Do you think that what your company has
17 done is a fair way to treat a tenured employee?
18 A. Yes, sir.
19 Q. Don't give him any warning?
20 MS. CHERRY: Object to the form.
21 THE WITNESS: Under the conditions,
22 yes, sir.
23 BY MR. PARKER:
24 Q. What evidence do you have that Mr.
25 Owens knew about ADC's involvement with that

1 project before September the 16th?
2 A. I'm sorry. Will you repeat the
3 question.
4 Q. What evidence do you have or you know
5 of that Mr. Owens had of ADC's involvement with the
6 Shem Creek Project until September the 16th
7 or after that?
8 A. Evidence? None.
9 Q. Were you involved with the discussion
10 with Mr. Owens about his involvement with Saving
11 Shem Creek?
12 A. No, sir.
13 Q. Did you know about it?
14 A. Did I know about --
15 Q. About Mr. Owens and Mr. Cook discussing
16 that?
17 A. Yes, sir. I probably did. Vaguely.
18 Q. Did you know about y'all's involvement
19 in the structural side on the project?
20 A. I don't know that I knew that until it
21 kind of blew up there at the end.
22 Q. Before September the 16th, you wouldn't
23 have known about it?
24 MS. CHERRY: Object to the form.
25 THE WITNESS: I don't know if I would

1 have known about it. I don't know that I knew
2 about it.
3 BY MR. PARKER:
4 Q. In other words, you don't recall
5 anything about it?
6 A. I was not working on the project, so it
7 didn't have my -- much of my attention.
8 Q. Who does ADC work closest with this on?
9 A. Who did ADC work closest with Mr.
10 Owens?
11 Q. Correct.
12 A. I don't know that anyone was any closer
13 than anyone else. Jim was a construction
14 administrator that did service for lots of project
15 managers, and so he would help do site visits to
16 their projects. So I would say it's pretty evenly
17 distributed among the team.
18 Q. How about among the partners, who had
19 he worked closest with?
20 A. Among the partners? Well, again, he
21 worked directly with project managers, and we don't
22 manage projects that much. Obviously, he was more
23 in the civil department than structural. He was
24 not in the building envelope at all, so he was
25 closer to Chris and I more than Mark and Rick.

1 And he had some long deployments, if
2 you call them that, assignments, on some aviation
3 projects that I headed up. So, you know, it's
4 probably me more so than anybody else.
5 Q. Okay.
6 A. But, you know, close with Chris also.
7 Q. What was the total revenues of ADC in
8 2014?
9 A. Total revenue? I don't know.
10 Q. Approximately? No idea?
11 A. 7 million, maybe. I would have to look
12 that up.
13 Q. Do you know what the business was
14 with -- in 2014 that was generated through Stubbs,
15 Muldrow and Herin?
16 A. I wouldn't have a clue.
17 MR. PARKER: I don't think I have
18 anything else. Let me take a break just a minute
19 -- or go ahead.
20 MR. EARLY: Well, I'm just --
21 EXAMINATION
22 BY MR. EARLY:
23 Q. Mr. Jones, Mr. Parker asked you on
24 direct examination if you had any evidence that Mr.
25 Owens was aware of ADC's involvement in the project

1 prior to September 16th. I think you said no,
2 correct?
3 A. Say that again.
4 Q. I think Mr. Parker asked you if you had
5 any personal evidence that Jim Owens was aware of
6 ADC's involvement with the Shem Creek Parking
7 Garage or the September 16th --
8 A. Correct.
9 Q. And your answer was, I think you said
10 no?
11 A. I said I have no evidence.
12 Q. All right.
13 A. To elaborate on that a little bit, we
14 obviously have a long history of working with
15 Stubbs, Muldrow and Herin. I don't know if that
16 qualifies as evidence or not.
17 Q. Would Mr. Owens have been able to
18 internally find out whether or not ADC was involved
19 in the structural component of this project in any
20 way?
21 A. Yes.
22 Q. How would that work?
23 A. Oh, he would just go downstairs to
24 structural and ask.
25 Q. Do you know whether he did that?

1 A. I don't know if he did or not.
2 Q. You were at the meeting with Mr. Owen
3 and your partner, Mr. Cook, September the 18th at
4 approximately 4:15 in the afternoon?
5 A. That's correct.
6 Q. And it was expressed at that time
7 clearly that ADC was involved in the structural --
8 MR. PARKER: Object to the form of the
9 question.
10 BY MR. EARLY:
11 Q. It was expressed at that time that ADC
12 was involved in the structural component of that
13 project, correct? Is that fair?
14 A. I think Jim told us at that meeting
15 that he didn't -- he didn't know that we -- that
16 that client -- was a client.
17 Q. Until that time?
18 A. Correct.
19 Q. Was there any doubt in your mind that
20 Mr. Owens was aware at that meeting that ADC was
21 involved in the project?
22 A. Repeat the question one more time.
23 Q. Yes. Is there any doubt in your mind
24 -- you heard Mr. Owens testify yesterday?
25 A. Correct.

1 Q. And he testified that he was -- that he
2 might have been aware that they were a former
3 client. Is there any doubt in your mind after that
4 meeting at 4:15 in the afternoon on September 16th
5 -- 18th that Mr. Owens was aware that ADC was a
6 client and involved in the project, the Shem Creek
7 Parking Garage?
8 MR. PARKER: Object to the form.
9 THE WITNESS: No doubt in my mind.
10 BY MR. EARLY:
11 Q. No doubt in your mind. Were you
12 involved in the decision to fire Mr. Owens?
13 A. Yes, I was.
14 Q. Along with your partners?
15 A. Correct.
16 Q. Is there anything that was said on the
17 Crabtree Show or the internet that would have
18 anything to do with the firing of Mr. Owens?
19 A. No, sir.
20 Q. Was that even discussed?
21 A. No, sir.
22 Q. Thank you.
23 MS. CHERRY: I don't have any
24 questions.
25 MR. PARKER: One other question.

1 EXAMINATION

2 BY MR. PARKER:

3 Q. Do y'all have a human resources person

4 that would have been involved in this matter?

5 A. Steven Truschka serves as our HR

6 representative.

7 Q. And he would have been involved in this

8 decision?

9 A. He would have been -- yes, sir.

10 MR. PARKER: I don't have anything

11 further. Thank you.

12 MS. CHERRY: And I have nothing.

13 You're done.

14 MR. PARKER: I appreciate you coming.

15 (The deposition concluded at 11:37 a.m.)

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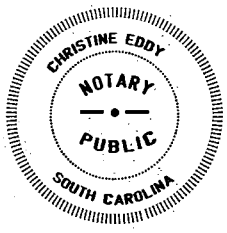
CERTIFICATE OF REPORTER

I, Christine Eddy, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of May, 2015, at Bluffton, Beaufort County, South Carolina.



Christine Eddy, RPR
Court Reporter
My Commission expires
April 9, 2025

1 I N D E X

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15 E X H I B I T S

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22 NOTE: Exhibits marked in Previous Deposition

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1 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON

3 JAMES C. OWENS,

4 Plaintiff,

5 vs. CASE NO. 2014-CP-10-625

6 BRYAN CRABTREE, KIRKMAN BROADCASTING, INC.,
D/B/A WQSC RADIO, and ADC ENGINEERING, INC.,
7
Defendants.
8

9 DEPOSITION OF: JAMES C. OWENS

10 DATE: May 20, 2015

11 TIME: 10:02 AM

12
LOCATION: Nexsen Pruet, LLC
13 205 King Street
Suite 400
14 Charleston, SC

15 TAKEN BY: Counsel for the Defendants

16 REPORTED BY: Priscilla Nay,
Certified Shorthand Reporter
17

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES

19 Fast, Accurate & Friendly

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1 APPEARANCES: (CONTINUED)

2 ALSO PRESENT:

3 GREG JONES
JAY PARKER

4

5

6 (INDEX AT REAR OF TRANSCRIPT)

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1 STIPULATION

2 It is stipulated by and among Counsel
3 that this deposition is being taken in accordance
4 with the South Carolina Rules of Civil Procedure,
5 Rule 30; that all objections as to Notice of this
6 deposition are hereby waived; that all objections
7 except as to form are reserved until the time of
8 trial; and that the deponent does not waive reading
9 and signing of this deposition.
10 * * * * * * * * * * *
11 MR. PARKER: We'll read and sign the
12 deposition.
13 JAMES C. OWENS
14 being first duly sworn, testified as follows:
15 EXAMINATION
16 BY MS. CHERRY:
17 Q. Good morning, Mr. Owens. How are you?
18 A. Doing well. And yourself?
19 Q. Good. My name is Molly Cherry. We met
20 a moment ago. I am here representing ADC
21 Engineering in a lawsuit that you have brought
22 against them.
23 A. Okay.
24 Q. Do you understand that we are taking
25 your deposition today?

1 A. Yes.
2 Q. And do you understand that your
3 testimony is under oath?
4 A. Yes.
5 Q. You may have gone over the process with
6 your attorney, but if you will bear with me there
7 are a few background rules I want to go over this
8 morning, okay?
9 A. Okay.
10 Q. I'm going to be asking you a series of
11 questions and we've got the court reporter taking
12 down my questions and your answers. So it's
13 important that we try not to speak over each other.
14 A. Fine.
15 Q. You're doing a great job so far,
16 answering with a word as opposed to just body
17 language such as a nod of the head.
18 A. Okay.
19 Q. So if you nod your head or shake your
20 head as an answer to my question, and then I follow
21 up and ask you whether you meant yes or no, it is
22 solely for the purpose of getting a clean record
23 with the court reporter.
24 A. Okay.
25 Q. They want to read it.

1 A. I understand.
2 Q. I'm not trying to suggest what your
3 answer should be. I'm just trying to make sure I
4 understand your answer, okay?
5 A. All right.
6 Q. In that same vein, if you do not
7 understand, I ask that you let me know. I will ask
8 if you don't understand a question, you need to let
9 me know and are not permitted generally to ask your
10 attorney about that. Do you understand that?
11 A. I do.
12 Q. Okay. Unless it involves a matter of
13 privilege, you are not permitted to speak about
14 that. But it is not my intention today to ask you
15 about any discussions today you've had with your
16 attorney, okay?
17 A. Okay.
18 Q. If you need to take a break at any
19 point in time today, let me know.
20 A. All right.
21 Q. Okay. Are you on any medication this
22 morning that would impact your ability to testify
23 accurately and truthfully?
24 A. I don't think so.
25 Q. Okay. Are you on any medication this

1 morning?
2 A. I take stuff for blood pressure and for
3 diabetes.
4 Q. Okay. Do you have any reason to
5 believe that would impact your ability to testify
6 accurately and truthfully today?
7 A. Not at all.
8 Q. Any other reason your ability to
9 testify accurately and truthfully might be
10 impacted?
11 And by that, I mean, a lack of sleep...
12 That's the first thing that comes to mind.
13 Anything that you can think of?
14 A. No.
15 Q. Do you have any questions for me before
16 we get started?
17 A. No, I do not.
18 Q. If you'll bear with me, there are some
19 general background questions I ask of every
20 witness.
21 They're standard questions and I'll try
22 to move through them quickly, okay?
23 A. Okay.
24 Q. Have you ever been convicted of a crime
25 before?

1 A. No.
2 Q. Have you ever filed for bankruptcy
3 before?
4 A. No.
5 Q. Have you ever been a party to a lawsuit
6 before?
7 A. No.
8 Q. Okay.
9 A. I will say that I was in a divorce
10 proceeding.
11 Q. Okay. So let me ask you this: How
12 many times have you been married?
13 A. I'm on my second marriage.
14 Q. Can you tell me your first wife's name?
15 A. Yes. Legay Carter, L-E-G-A-Y.
16 Q. And does Ms. Carter, to your knowledge,
17 have any family members in Charleston County?
18 A. Our children.
19 Q. Okay. And are your children's last
20 name Owens?
21 A. Yes.
22 Q. Okay. Any family members of yours or
23 your current wife's who live in Charleston County
24 who don't have the last name Owens?
25 A. Not that I can think of.

1 Q. Okay. Tell me what your wife's maiden
2 name is.
3 A. Douglas.
4 Q. Okay. And you mentioned children. How
5 many children?
6 A. Two boys with her.
7 Q. Okay. And are they over the age of 17?
8 A. Yes.
9 Q. Okay. And can you tell me what their
10 names are, please?
11 A. James C. Jr., and Jonathan Ryan who
12 lives in Florida.
13 Q. Okay. Any other children who live in
14 Charleston County?
15 A. Yes. I have my current wife, and I
16 have three.
17 Q. And are any of them over the age of 17?
18 A. Yes.
19 Q. Okay. Can you tell me their names?
20 A. Easton Harrison Owens, who's twenty.
21 Q. Okay. Is he the only one?
22 A. Yes.
23 Q. Okay. Other than meeting with your
24 attorneys, did you do any anything to prepare for
25 your deposition today?

1 A. No.
2 Q. At any point in this lawsuit other than
3 with your attorney, have you reviewed any documents
4 particularly?
5 A. Only the things that I've sent out,
6 e-mails.
7 Q. I want to ask you about e-mails.
8 Do you have an e-mail account?
9 A. I do.
10 Q. Okay. What is that account?
11 A. It's jcowenssr@comcast.net.
12 Q. And how long have you had that account?
13 A. I couldn't tell you offhand. It's been
14 quite awhile.
15 Q. Did you have that account when you
16 worked at ADC Engineering?
17 A. Yes.
18 Q. Have you had any other e-mail account
19 other than the jcowenssr@comcast.net?
20 A. I had one other through G-mail, but I
21 never use it. So it's canceled.
22 Q. Okay. Did you have your Hotmail
23 account when you worked at ADC Engineering?
24 A. I'm not sure. I may have. I'm not
25 sure.

1 Q. Okay. Do you remember what your
2 Hotmail e-mail address was?
3 A. It was jcowenssr@hotmail.com.
4 Q. And when you indicated that you looked
5 at e-mails, where were those e-mails that you
6 looked at?
7 A. Primarily, it was all
8 jcowenssr@comcast.net.
9 Q. Okay. And were those e-mails sent
10 e-mails, trash box e-mails, deleted e-mails?
11 Literally, how did you look for e-mails
12 in your Comcast account?
13 A. Saved them basically and in an
14 organizational area pertaining to different things.
15 I mean, whether it's business related or family
16 related or whatever the case is.
17 Q. Okay. So, as I understand it, you have
18 a file where you would move or save e-mails that
19 might be related to business or family things?
20 A. Yes.
21 Q. Okay. And did you have separate files
22 for business things or for family things?
23 A. I had separate files for all business
24 things and all family things.
25 Q. Okay. How many separate files?

1 A. I'm not sure.
2 Q. Okay. How would you decide or
3 determine whether something got a separate file?
4 A. Well, if I did business with Amazon,
5 I'd have an Amazon account or if I purchased
6 something it would have been between 2009 and 2015,
7 just organized the accounts accordingly, whatever
8 it was used for.
9 Q. Okay. Did you have a separate file for
10 matters related to Shem Creek or the Save Shem
11 Creek issues?
12 A. Yes.
13 Q. Okay. Did you just have one or did you
14 have more than one?
15 A. I think primarily it was one. It might
16 have been some subfiles.
17 Q. Okay. Did you look for documents to
18 produce in this litigation?
19 A. Through e-mails?
20 Q. Any documents.
21 A. Through e-mails primarily.
22 Q. Okay. Tell me what you did to look for
23 e-mails related or responsive to this litigation.
24 A. I went through my Comcast account and
25 pulled up anything relative to Shem Creek in

1 particular.
2 Q. Okay. How did you go about looking for
3 e-mails related to Shem Creek?
4 A. They were in a Shem Creek folder.
5 Q. And that's my question. So did you
6 just look in the Shem Creek folder?
7 A. I'm not sure. I mean, you know, the
8 short answer is probably, but I can't be certain
9 that that's the only folder that I looked through.
10 Q. Okay. I'm just trying to understand
11 the process that you went through to find e-mails
12 responsive to the discovery requests from this
13 lawsuit. Do you have a computer?
14 A. I do.
15 Q. What kind of computer?
16 Is it a laptop or a desktop?
17 A. It's a desktop.
18 Q. How long have you had that desktop?
19 A. Years. Probably 2003, something like
20 that.
21 Q. Okay.
22 A. It's old.
23 Q. Is that the computer that you used
24 primarily when accessing your Comcast account?
25 A. Primarily.

1 Q. Has anything happened to that computer
2 since, say, 2012? Has the hard drive crashed or
3 anything like that?
4 A. I don't think.
5 Q. So has that computer been in your
6 possession the entire time?
7 A. Yes.
8 Q. Okay. When you worked at ADC
9 Engineering did you have a computer?
10 A. I did.
11 Q. And...
12 A. Well, I didn't. ADC did. It was
13 dedicated to me.
14 Q. And was that a laptop or a desktop?
15 A. It was a laptop that was hard-wired
16 into a docking station.
17 Q. Okay. Other than the laptop at ADC
18 Engineering and the desktop that you've used at
19 home, did you use any other computer during your
20 employment at ADC Engineering?
21 A. My wife has a laptop.
22 Q. Okay. Any other?
23 A. Not that I'm aware of.
24 Q. Okay. Do you have a personal social
25 networking account?

1 A. Yes.
2 Q. Okay. What is it?
3 A. It's Jim Owens, Facebook.
4 Q. Any other personal social networking
5 sites?
6 A. I share the Saving Shem Creek Facebook
7 page with various administrators.
8 Q. Okay. I'm going to ask you about that.
9 But in terms of Jim Owens personally, anything
10 other than Facebook?
11 A. I probably have a Twitter account that
12 I don't ever use, and I can't think of anything
13 else.
14 Q. How about professional networking, like
15 LinkedIn?
16 A. LinkedIn, yes.
17 Q. Okay. I wanted to ask you. You
18 mentioned the Save Shem Creek Facebook page.
19 A. No. I said, saving.
20 Q. That's what I wanted to ask you.
21 A. Shem Creek...
22 Q. So Saving Shem Creek Facebook page you
23 say you share with other administrators?
24 A. Administrators.
25 Q. Tell me what you mean by that.

1 A. I mean there are several other people
2 that are capable of submitting files and so forth.
3 Q. Okay. And do you know who set up that
4 Saving Shem Creek?
5 A. I did.
6 Q. When did you set it up?
7 A. March or April of 2014.
8 Q. Okay. Had you ever set up a Facebook
9 page?
10 A. I've never set up a Facebook page
11 before. Have you ever set one up?
12 Q. No.
13 A. It was just something that I used to
14 set up.
15 Q. Okay. Why did you set up the Saving
16 Shem Creek Facebook page?
17 A. Just to disseminate information.
18 Q. What kind of information?
19 A. Regarding Shem Creek.
20 Q. Anything specific about Shem Creek?
21 A. Yes, the project known as the office
22 parking garage.
23 Q. And correct me if I misstate something,
24 but you indicated that you shared that page with
25 other administrators?

1 A. Yes.
2 Q. Who are the other administrators?
3 A. Let's see. James Scott, Bill Haney,
4 Scott Lamb, Cheryl Haney, Joe Bustos, Mark Lamb,
5 Cheryl Boswell Gregory, Cathy Chiquita Grapados. I
6 think that's it.
7 Q. Okay. And for discovery responses in
8 this case, you identified four Facebook groups or
9 pages of which you were a member. One was the
10 Saving Shem Creek group. There was another one
11 identified as Save Shem Creek?
12 A. Okay.
13 Q. Is that different from Saving Shem
14 Creek?
15 A. Yes, and the only reason that that was
16 established was because of the bumper stickers that
17 were supposed to come back Saving Shem Creek came
18 back Save Shem Creek, so we just -- I just created
19 that page just to protect that Save Shem Creek
20 logo.
21 Q. When you say the logo, have any of
22 those logos been copyrighted?
23 A. I'm not sure. I don't think they have,
24 the Save Shem Creek, although it is -- there is a
25 Save Shem Creek Corp.

Q. Okay. I'm going to ask you about that one also in a moment. But I wanted to ask you: You mentioned bumper stickers.

A. Yes.

Q. Did someone have bumper stickers created, as I understand it?

A. Yes.

Q. Do you know who specifically ordered bumper stickers related to Save Shem Creek Corp.?

A. It was either the chairman, Jimmy Bagwell, or the mother of the printer which was Cheryl Boswell Gregory.

Q. And you sort of smiled when you said the bumper stickers came back Save Shem Creek instead of Saving Shem Creek. Was there some sort of mix-up in terms of the wording on the bumper stickers?

A. I don't know if it was a mix-up or if that's how it corresponded. I'm not sure.

Q. Okay. Was there a meeting or e-mail discussion or some type of discussion about creating the bumper stickers?

A. I'm not sure how it all came about other than, you know, it was just something that arbitrarily came up. We thought it would be a good

1 idea to share it. So we had some tests that they
2 came back with and we looked at and reviewed and
3 commented on and finally arrived with the Save Shem
4 Creek bumper sticker.
5 Q. So when you say we, tell me who we is.
6 A. I would say the board of Save Shem
7 Creek Corporation.
8 Q. Is Save Shem Creek Corporation a
9 nonprofit corporation?
10 A. Yes.
11 Q. Okay. Do you know who started that
12 corporation?
13 A. It was between myself and Jimmy Bagwell
14 and a few others, James Scott, just a few other
15 people, that's how it started. I'm sorry. I
16 neglected to include -- no. One of the board
17 members was Ann Edwards, former first lady of South
18 Carolina.
19 Q. Do you know who submitted the paperwork
20 to form the nonprofit?
21 A. Yes.
22 Q. Who was that?
23 A. That was Lewis Horton.
24 Q. Okay. Greg Horton?
25 A. His dad.

1 Q. Lewis is the father?
2 A. Yes.
3 Q. Okay. Do you know when Save Shem Creek
4 was incorporated?
5 A. Probably -- this is -- I don't know for
6 certain, but my guesstimate is the latter part of
7 May or June of 2014.
8 Q. Okay. And in your interrogatory
9 responses, there are ten officers listed for Save
10 Shem Creek corporation.
11 A. At the time of that, yes.
12 Q. Okay. Has that changed?
13 A. I think so.
14 Q. Okay. And how has it changed?
15 A. They've been added.
16 Q. Okay. So there are more than ten 10
17 officers?
18 A. Yes.
19 Q. Are you currently an officer?
20 A. Yes.
21 Q. Okay. What is your office?
22 A. It's just director, board of director.
23 Q. Have you had any other position with
24 Save Shem Creek Corp. other than a board member?
25 A. No.

1 Q. Okay. Does the board of directors for
2 Save Shem Creek Corp. meet?
3 A. Yes.
4 Q. Do they meet regularly?
5 A. Not any specific time.
6 Q. Okay. How often do they meet?
7 A. Probably once an month, maybe twice.
8 It could be more.
9 Q. Where do they meet?
10 A. At the chairman's office.
11 Q. And where is that?
12 A. It's at 266 West Coleman Boulevard.
13 There are times when we would meet also at
14 Ann Edwards' residence.
15 Q. And who did you tell me the chairman
16 was? Bagwell?
17 A. Jimmy Bagwell.
18 Q. And are meeting minutes kept of those
19 meetings?
20 A. I believe they are. I'm not sure.
21 Q. Okay. Who keeps the meeting minutes,
22 if they are kept or taken?
23 A. I think that role is played by several
24 people. I don't think it's really any one person,
25 depending on who's there and who's not there at the

1 meetings. But I'm not sure if it's not even --
2 even used by audio. I'm not sure how they're
3 kept.
4 Q. Okay. And what time of day does the
5 board meet?
6 A. In the late afternoon.
7 Q. What does that mean?
8 And by that I mean, can you give me and
9 more specific idea.
10 A. Six o'clock range.
11 Q. Do the directors of Save Shem Creek
12 Corp. communicate via e-mail?
13 A. Yes.
14 Q. Okay. Did you search any of
15 those e-mails when you were producing documents
16 that were requested in this lawsuit?
17 A. No.
18 Q. Why not?
19 A. Because it wasn't relative to this.
20 Q. How did you make the determination
21 whether it was relative to your lawsuit?
22 A. Well, there are various types and what
23 I did is I kept a folder, another folder for Save
24 Shem Creek Corp., and separated the two.
25 Q. So you have a separate folder for Save

1 Shem Creek Corp. than what you have for Save Shem
2 Creek. Is that --
3 A. Saving Shem Creek.
4 Q. I'm sorry.
5 A. That's okay.
6 Q. For Saving Shem Creek?
7 A. Yes.
8 Q. So as I understand it, you searched the
9 Saving Shem Creek folder but not the Save Shem
10 Creek folder?
11 A. I mean, I can't be certain that I
12 didn't look through that folder, but it's --
13 typically, it's relative to other things other than
14 just the Shem Creek office building, parking
15 garage.
16 Q. Do you know if there are any e-mails in
17 the Save Shem Creek Corp. folder that may have been
18 when you were employed at ADC Engineering?
19 A. I wouldn't say any of that is relative
20 to ADC Engineering at all. There were to my
21 knowledge currently two -- there were no documents
22 that were put into the Save Shem Creek Corp.
23 Folder.
24 Q. Sure. But, Mr. Owens, that wasn't
25 quite my question.

1 A. Okay.
2 Q. And I have a reason for my question.
3 A. Okay.
4 Q. During the time that you were employed,
5 as I understand it, you said to your knowledge Save
6 Shem Creek Corp. was formed in May or June of 2014.
7 Correct?
8 A. I said approximately. I said I
9 couldn't be certain when that was. I'd have to go
10 back and look at it.
11 Q. Sure. But approximately May or June of
12 2014, give or take some period of time. You would
13 agree with me that is your testimony?
14 A. I would agree that it was some
15 particular time in that area.
16 Q. Okay. Let me ask it this way: Was
17 Save Shem Creek Corp. formed prior to September
18 23rd of 2014?
19 A. Yes.
20 Q. Okay. Did you send any e-mails to any
21 board member of Save Shem Creek Corp. prior to
22 September 23rd of 2014?
23 A. From ADC?
24 Q. That was not my question.
25 A. Okay. Did you send anything to any

1 board member with Save Shem Creek Corp.?
2 Q. Prior to September 23rd of 2014.
3 A. Of course.
4 Q. Are you all volunteers on the board?
5 A. Yes.
6 Q. Is any board member compensated in any
7 way?
8 A. Not at all.
9 Q. There is also a -- on the Saving Shem
10 Creek Facebook page as an administrator, do you
11 have access to posts on that page?
12 A. Yes.
13 Q. Okay. Are posts on the Saving Shem
14 Creek page deleted?
15 A. There have been.
16 Q. Okay. Who deletes posts from the
17 Saving Shem Creek Facebook page?
18 A. Only the administrator can do that.
19 Q. Okay. Have you deleted any posts from
20 the saving Shem Creek Facebook page?
21 A. Yes.
22 Q. Why have you deleted posts?
23 A. Well, there were times when my brother
24 would overreact and I would delete his information
25 that he'd post, not knowing all the facts.

1 Q. Tell me what your brother's name is.
2 A. Vernon Owens.
3 Q. And what do you mean your brother would
4 overreact?
5 A. Well, if he wrote anything derogatory
6 or something that wasn't in line with our
7 philosophy then it would be deleted and I made him
8 aware of that.
9 Q. When you say our philosophy, do you
10 mean the philosophy of Save Shem Creek Corp.?
11 A. No. I mean the philosophy that
12 originally started with Saving Shem Creek.
13 Q. What was that philosophy?
14 A. That it would be above board,
15 straightforward, factual, honorable.
16 Q. Is the philosophy of Saving Shem Creek
17 in writing anywhere?
18 A. Yeah. There is a post that is -- what
19 does it say? I'm trying to think. It is posted
20 that -- I can't think of what it was other than if
21 you sling mud you'll always lose ground. So our
22 objective was not to sling mud.
23 Q. And so I understand. Is that objective
24 posted on the Facebook page somewhere?
25 A. It is.

1 Q. And who posted that?
2 A. I did.
3 Q. Did you as an administrator of the
4 saving Shem Creek Facebook page search Facebook
5 posts when you were looking for documents
6 responsive to the discovery requests in this case?
7 A. There were files posted on the Saving
8 Shem Creek website that are readily available to
9 anybody. Only administrators can delete it but
10 anybody can review it.
11 Q. Okay. Again, Mr. Owens, that wasn't
12 quite my question. Did you search the Facebook
13 page postings in looking for documents to respond
14 to the discovery requests?
15 A. Not that I can recall.
16 Q. Okay. Did you search any of the
17 deleted posts in looking for documents responsive
18 to discovery requests in this case?
19 A. Not that I can recall. I mean, I don't
20 know where you would find them.
21 Q. Okay. Were you the administrator of
22 the Saving Shem Creek Facebook page during the time
23 that you were employed by ADC Engineering?
24 A. Yes.
25 Q. Okay. Did you search the Save Shem

1 Creek Corp. Facebook page when you were looking for
2 documents responsive to the discovery requests in
3 this case?
4 A. No.
5 Q. Are you an administrator of the Save
6 Shem Creek Corp. Facebook page?
7 A. No.
8 Q. Do you know who the administrators are?
9 A. Yes.
10 Q. Who are they?
11 A. Will Bagwell.
12 Q. Anyone else?
13 A. Not that I'm aware of.
14 Q. There were two other Facebook pages
15 that were identified by you in discovery responses.
16 One of them was the Save Shem Creek group?
17 A. No. It's just Save Shem Creek. Again,
18 I only created that just because of the bumper
19 stickers.
20 Q. Okay. And I'm sorry. It's identified
21 in your discovery responses as Save Shem Creek
22 Group.
23 A. Okay. That might be the case. I don't
24 know that it says group or not.
25 Q. Okay. But the Save Shem Creek

1 Facebook page was another one that you set up? Is
2 that correct?
3 A. Yes.
4 Q. And as I understand it, that was in
5 response to the bumper stickers?
6 A. That's all it was.
7 Q. Okay. Have you posted anything on the
8 Save Shem Creek Facebook page?
9 A. Only directing people to the Saving
10 Shem Creek page.
11 Q. Got it. Are you an administrator of
12 the Save Shem Creek Facebook page?
13 A. Yes.
14 Q. Are there any other administrators?
15 A. No.
16 Q. Did you search the Save Shem Creek
17 Facebook page for any documents responsive to the
18 discovery in this case?
19 A. No.
20 Q. Have you deleted anything from the Save
21 Shem Creek Facebook page?
22 A. Not that I'm aware of.
23 Q. There is another site that's identified
24 as Protect Coleman Boulevard and Our Old Village
25 Neighborhood Group.

1 A. I think those are two separate Facebook
2 pages.
3 Q. So one is Protect Coleman Boulevard --
4 A. Yes.
5 Q. -- and the other is Protect Old Village
6 Neighborhood or --
7 A. Or just Old Village. I'm not sure.
8 Q. Okay. The Protect Coleman Boulevard
9 Facebook page, do you know who set that up?
10 A. Not completely. I believe that Janie
11 Hindman -- I believe that she was involved in that.
12 Q. Okay. Are you an administrator of that
13 page?
14 A. I am not.
15 Q. Have you posted anything to that page?
16 A. I may have commented. I haven't posted
17 really anything to it.
18 Q. Did you search that Facebook page for
19 any responsive documents to the discovery in this
20 case?
21 A. Not at all.
22 Q. Did you to your knowledge post any
23 comments to that page while you were employed at
24 ADC Engineering?
25 A. I may have at home. I don't know. I

1 can't recall. Possibly.
2 Q. And how about the Old village
3 Neighborhood Facebook page?
4 Did you set that page up?
5 A. No, I did not.
6 Q. Do you know who did?
7 A. No, I do not.
8 Q. Are you an administrator of that page?
9 A. I am not.
10 Q. Have you ever posted anything to that
11 page?
12 A. I'm sure I've commented on something
13 there.
14 Q. Did you post any comments on that page
15 when you were employed at ADC Engineering?
16 A. I can't be sure. I'm not sure.
17 Q. Did you search that Facebook page when
18 you were looking for documents responsive to
19 discovery in this case?
20 A. Not at all.
21 Q. Why not?
22 A. Pardon me?
23 Q. Why not?
24 A. There was nothing pertinent or relative
25 to Saving Shem Creek that was really associated

1 with either of those.
2 Q. Okay. Mr. Owens, do you understand
3 that ADC Engineering has asserted a counterclaim in
4 this case?
5 A. I have.
6 Q. Are there any other online forums in
7 which you might participate related to Shem Creek?
8 By that I mean blogs, list serves?
9 I'm asking about anything that maybe I
10 haven't identified like a social networking site or
11 a professional networking site.
12 A. Not that I'm aware of.
13 Q. Okay. I asked you, Mr. Owens, whether
14 you had posted anything to any of these Facebook
15 pages while you were employed at ADC Engineering.
16 Did you ever read anything, any other posts while
17 you were employed at ADC Engineering?
18 A. I'm sure I did. Could have been at
19 home or at the office.
20 What are you asking?
21 Q. I'm asking if you read any of those
22 pages prior to September 23rd of 2013?
23 A. I'm sure I did.
24 Q. Do you keep a diary of or log of your
25 activities to Save Shem Creek other than the folder

1 that you identified for me?
2 A. No. I don't think so.
3 Q. Okay. You identified specifically a
4 folder related to Save Shem Creek and a folder
5 specifically to Saving Shem Creek. Do you have any
6 folders on your computer pertaining to Save Shem
7 Creek?
8 A. No.
9 Q. How about Protect Coleman Boulevard?
10 A. No.
11 Q. How about Old Village Neighborhood?
12 A. No.
13 Q. Have you ever -- have you ever posted
14 anything on change.org?
15 A. Yes.
16 Q. Tell me what change.org is.
17 A. It is where I set up a petition to the
18 group.
19 Q. When did you do that?
20 A. I would say March of 2014 or
21 thereabouts.
22 Q. Okay. And tell me about this petition
23 that you set up to the Town.
24 A. It was to a request that the town take
25 a look at the office building parking garage and

1 rescind the ruling that was previously done by the
2 previous administration eliminating this parking
3 garage, office building, from going forward or
4 rescinding the public funds that were set aside by
5 the ATAC funds that was like $2.8 million.
6 Q. Tell me what setting up the petition
7 involved.
8 A. It just set up the verbiage on the
9 petition making those requests and putting it
10 online and people -- approximately 3,500 people
11 eventually signed onto the petition and made their
12 comments regarding the garage.
13 Q. Okay. Did anybody else assist you in
14 setting up that petition?
15 A. No. They didn't.
16 Q. Were you responsible for the petition?
17 A. I was responsible for the verbiage in
18 that petition.
19 Q. Okay. You mentioned 3500 people.
20 How did you know that 3,500 people signed the
21 petition?
22 A. Because they send that information to
23 you. It's posted. Once you click on the site,
24 that information is posted.
25 Q. Okay. And --

1 A. That didn't include the hard copies of
2 the petition. There were several hundred hard
3 copies to that petition as well and that must be
4 submitted to the Town of Mount Pleasant.
5 Q. Okay. He created the hard copies of
6 the petition?
7 A. Someone made copies or I may have made
8 copies. I don't know. I don't remember.
9 Q. And where did you make copies?
10 A. Probably at my house.
11 Q. You have a copier at your house?
12 A. I do.
13 Q. Do you ever make any copies while you
14 were at ADC Engineering?
15 A. Of what?
16 Q. Of the petition.
17 A. I don't recall.
18 Q. Okay. Do you know one way or the
19 other?
20 A. I don't.
21 Q. How about you asked me of what? I'm
22 going to make my question broader.
23 Did you ever make any copies at ADC
24 Engineering of any documents related to the Save
25 Shem Creek or Saving Shem Creek Project?

1 A. I'm not sure. I could have. I'm not
2 sure.
3 Q. Okay. And I may have asked this, but
4 what happened to the had petition on change.org?
5 A. It still exists. It's inactive, but it
6 was submitted to the Town of Mount Pleasant.
7 Q. Who submitted it?
8 A. I did.
9 Q. How was it submitted?
10 A. Through a town council meeting.
11 Q. Was that meeting in person?
12 A. Yes.
13 Q. Okay. Was it submitted to any town
14 council member prior to the meeting?
15 A. I'm not sure.
16 Q. Okay. During the time period that you
17 were employed at ADC Engineering, did you ever
18 e-mail any member of town council about the
19 Shem Creek Project we've been discussing?
20 A. Never on ADC, the ADC exchange. I
21 don't recall ever doing that.
22 Q. Okay. Again, Mr. Owens, that wasn't
23 quite my question. While you were employed for ADC
24 Engineering --
25 A. No.

1 Q. Okay. Not whether it was from ADC
2 Engineering's server or computer. While you were
3 employed prior to September 23rd of 2014, did you
4 ever e-mail any member of town council in Mount
5 Pleasant on the Shem Creek Project?
6 A. I'm sure I did.
7 MR. PARKER: Let me get you to try to
8 clarify that because you said while he's employed.
9 That could mean while he's at work or --
10 MR. CHERRY: Sure, and I -- on the
11 record, when I said that wasn't quite my question,
12 I thought that was a clarification. But, again, to
13 Mr. Owens, to the extent you don't understand, I
14 ask let me know. Okay?
15 A. Okay.
16 Q. If you answer my question, I'm going to
17 assume that you understood it. So it's important
18 for you to let me know if you don't understand,
19 okay?
20 MR. PARKER: Just for clarification,
21 let's clarify you were asking about whether he was
22 at work or not at work.
23 BY MR. CHERRY:
24 Q. Sure. We can leave it at that. And if
25 your attorney has any more objections to the form

1 of my question, he'll let me know. Otherwise, Mr.
2 Owens, if you answer my question, I'll assume you
3 understood it. Okay?
4 A. Okay.
5 Q. I was asking you about your search for
6 documents in this case. Did you search any texts?
7 A. From where? Anywhere you're saying?
8 Q. Sure. Let me just start with this:
9 Did you have a cell phone or iPhone, a handheld
10 device, if you will?
11 A. Uh-huh.
12 Q. Mobile phone?
13 A. Uh-huh.
14 Q. Did you have one when you were employed
15 with ADC Engineering?
16 A. I did.
17 Q. What kind of device was that?
18 A. It was a Motorola.
19 Q. And when you left ADC Engineering's
20 employ, did you keep that device or return that
21 device?
22 A. I returned the device.
23 Q. Okay. Was there a cell phone number or
24 a number associated with that device?
25 A. It was.

1 Q. Okay. What was that number?
2 A. 843-991-7049.
3 Q. And when you left ADC Engineering, did
4 you keep that number?
5 A. No.
6 Q. Okay. So do you have a new cell phone
7 or mobile number?
8 A. I do.
9 Q. What is that number?
10 A. 843-259-4341.
11 Q. And who is the carrier for that number?
12 A. Page Plus.
13 Q. Okay. Do you know who the carrier was
14 for your number with ADC Engineering?
15 A. I believe it was Verizon.
16 Q. Did you search for any texts on the
17 843-259-4341 number when you were looking for
18 documents responsive to the discovery requests?
19 A. No.
20 Q. Did you undertake any efforts to search
21 for texts associated with the 843-991-7049 number?
22 A. Not that I can recall.
23 Q. Okay. Other than those two cell phone
24 numbers, have you had any other cell phone number
25 since January 1 of 2014?

1 A. No.
2 Q. Okay. Do you have a hard file on Save
3 Shem Creek or Saving Shem Creek? I know you've
4 talked about a computer file, but I mean a paper
5 file.
6 A. I don't think so.
7 Q. If you did, where would it be?
8 A. It would be in my home.
9 Q. Mr. Owens, where do you live?
10 A. I live in Mount Pleasant.
11 Q. Where in Mount Pleasant?
12 A. In Harborgate Shores.
13 Q. How long have you lived there?
14 A. Thirty years.
15 Q. Are you a member of a church?
16 A. I am.
17 Q. What church?
18 A. Seacoast.
19 Q. How long have you been a member there?
20 A. 15 years or more.
21 Q. I'm sorry?
22 A. It's probably more than that.
23 Q. Are you a member of any social clubs or
24 organizations?
25 A. Yes.

1 Q. Okay. Tell me which ones.
2 A. Etiwan Lodge, Number 95. Other
3 organizations I would have to -- I mean, you know,
4 I'm a member -- list of several different
5 organizations. I've got a number of certificates,
6 but I couldn't tell you all of those. I can
7 provide them to you.
8 Q. I think I've got a resume where they
9 may be listed and I'll ask you about that in just a
10 minute.
11 A. Okay.
12 Q. I was more interested in social
13 organizations that might not be something you'd
14 list on a resume, a club or anything like that.
15 Mr. Owens, I asked you about the
16 philosophy or at least I think -- I can't remember
17 exactly what my question was, but you were telling
18 me about the philosophy, I believe, of Saving Shem
19 Creek. Can you tell me the purpose for which the
20 Saving Shem Creek Facebook page was established?
21 A. To make people aware of the ensuing
22 project on Shem Creek.
23 Q. Any other reason than making people
24 aware?
25 A. That was the primary reason.

1 Q. Okay. How about a secondary reason?
2 A. Just a area where people could comment,
3 people could post whatever was on their mind.
4 Q. Okay. How about the Save Shem Creek
5 Corp.?
6 For what purpose was Save Shem Creek
7 Corp. formed?
8 A. For the purpose of ensuring that Mount
9 Pleasant in particular was watched over by citizens
10 who lived there.
11 Q. What do you mean by watched over?
12 A. Just detailing different circumstances,
13 whether it be a planning commission meeting, just
14 notification purposes, letting people know what was
15 coming, what projects were on the horizon, what
16 meetings were taking place, planning commission,
17 planning committee council meetings, and so forth.
18 Q. Did you advocate for any position
19 regarding -- I think you were mentioning the
20 parking garage at Shem Creek.
21 Did you advocate for or against the
22 project on any of these sites?
23 A. Yeah. I was -- I was opposing this
24 project.
25 Q. Do you have a copy of the articles of

1 incorporation for Save Shem Creek Corp.?
2 A. I'm sure there is.
3 Q. I mean do you personally have a copy?
4 A. No.
5 Q. Do you know who would?
6 A. Lewis Horton.
7 Q. Where did you grow up, Mr. Owens?
8 A. In Mount Pleasant.
9 Q. We've been going for just under an
10 hour.
11 Are you okay?
12 Do you need a break?
13 A. I'm fine.
14 MS. CHERRY: Anybody else?
15 MR. EARLY: Let's go ahead and do
16 another 15 minutes. I drank two cups of coffee
17 this morning, which is one more than I normally
18 drink.
19 MS. CHERRY: Sure.
20 (DFT. EXH. 1, Owens resume, was marked
21 for identification.)
22 BY MS. CHERRY:
23 Q. I'm going to hand you what we've marked
24 as Exhibit Number 1, Mr. Owens, and ask if you
25 recognize this document.

1 A. Yes.
2 Q. I'll represent to you, Mr. Owens,
3 I got this out of your personnel file with ADC
4 Engineering.
5 A. Okay.
6 Q. So I'm assuming it may not be your most
7 up-to-date resume?
8 A. Uh-huh.
9 Q. Do you have an up-to-date resume?
10 A. I do.
11 Q. Obviously, other than adding your
12 employment at ADC Engineering, does it differ as
13 best you can tell substantially from this?
14 A. Not substantially, but it does differ.
15 Q. Okay. Tell me how if differs.
16 A. Some things have been omitted. Some
17 things have been added.
18 Q. Okay. Can you generally tell me what
19 has been omitted?
20 A. Not without looking at the most current
21 resume.
22 Q. Okay. I didn't get a copy of your most
23 recent resume. So I'll send a request for it from
24 your attorney.
25 Have you used your current resume in

1 your efforts to find work?
2 A. Yes.
3 MS. CHERRY: Okay. I'm assuming
4 there's no objection to producing a copy of his
5 current resume.
6 MR. PARKER: It's not requested.
7 MR. CHERRY: I think it's included in
8 my requests for documents evidencing his efforts to
9 find another job and you guys didn't give me a copy
10 of it.
11 MR. PARKER: I don't know. We'll
12 certainly give it to you.
13 MR. CHERRY: Sure.
14 BY MS. CHERRY:
15 Q. Is there anything incorrect on the
16 resume that I've handed you as Exhibit Number 1,
17 Mr. Owens?
18 A. I don't think so.
19 MS. CHERRY: This is probably a good
20 stopping point before my next line of questioning.
21 So we'll go ahead and take a break.
22 MR. PARKER: Why don't you let me know
23 what you're going to use as exhibits and we can
24 discuss that before we take a break?
25 MS. CHERRY: They're all documents that

1 have been produced either by Mr. Owens or by us.
2 MR. PARKER: We have a right to discuss
3 them being used per the rules.
4 MR. CHERRY: I don't think so but I'll
5 check. We can just take a break and --
6 MR. PARKER: We're not going to take
7 long to --
8 MS. CHERRY: Sure. I'll be happy to go
9 back and look at the rule and if I agree with your
10 interpretation then you guys can take all the time
11 you want to.
12 (A recess transpired.)
13 MS. CHERRY: I disagree with you in
14 terms of the rules, but I'll tell you that if
15 there's any document you guys want to take a break
16 to discuss I can make -- I don't think I'm going to
17 have an objection, but if I do then we can note it
18 for the record and deal with. I can't imagine I
19 will.
20 MR. PARKER: It will be fine. If you
21 show him documents, I just want to show him because
22 if there are things we are unfamiliar with we want
23 to go forward.
24 MR. CHERRY: Sounds like a plan to me.
25 THE WITNESS: In fairness, as far as

1 the documents, the resume has been updated since
2 you asked for it.
3 BY MR. CHERRY:
4 Q. Mr. Owens, I think we got on the
5 record, as I understand it, that at least after the
6 discovery responses were submitted, you have an
7 updated resume?
8 A. Yes.
9 Q. I will follow up with a request to your
10 attorneys for that. But just so you know, I'm
11 going to be asking for a copy of it, okay?
12 A. No problem.
13 (DFT. EXH. 2, Owens employment
14 contract, was marked for identification.)
15 BY MS. CHERRY:
16 Q. All right. I'm going to hand to you
17 what I've marked as Exhibit Number 2, Mr. Owens.
18 My hope is this might help refresh your memory in
19 terms of answering some of my next questions about
20 your work with ADC Engineering.
21 A. Okay.
22 Q. Do you recognize Exhibit Number 2?
23 A. Well, it's dated 2004. It's kind of an
24 old document. It's one of the original, I think,
25 one of the first employment contracts that I

1 signed.
2 Q. Is that your signature on the second
3 page?
4 A. It is.
5 Q. I'm really just curious. Tell me when
6 you started working for ADC Engineering.
7 A. I think it was September 16, 2004,
8 somewhere thereabouts, September 18th.
9 Q. Okay. And tell me when you first
10 started working for ADC Engineering what you did.
11 A. I was the construction administrator
12 for ADC.
13 Q. Okay. And was that your position the
14 entire time you worked for ADC Engineering?
15 A. Yes.
16 Q. Okay. And as a construction
17 administrator, tell me what your responsibilities
18 generally were.
19 A. To work with the young engineers in the
20 office, to review their designs for construction
21 and review submittals, ensure the projects in the
22 field were being installed in accordance with plans
23 and specifications.
24 Q. Okay. In Paragraph 10, on the second
25 page, it's got a job description. One of the items

1 listed is: Client coordination. Do you see that?
2 A. Yes.
3 Q. Tell me just generally what client
4 coordination means.
5 A. I would -- just looking at that, think
6 it was relative to any kind of on-site meetings or
7 meetings in general.
8 Q. Did you have interaction with ADC's
9 clients?
10 A. Not primarily, but on occasion I would
11 sit in on meetings when the clients were there.
12 Q. Did your general duties for
13 ADC Engineering change during the time period that
14 you were employed?
15 A. Say that again, please?
16 Q. Did your general job duties as
17 construction administrator change while you were
18 with ADC Engineering?
19 A. They continued to grow.
20 Q. Okay. What were the general work hours
21 at ADC Engineering?
22 A. It was 8:00 to 5:30, Monday through
23 Thursday, and 8:00 to 12:00 on Friday.
24 Q. Okay. And was there a minimum number
25 of hours that ADC expected you to work?

1 A. Whatever that time frame is between
2 those hours, that was pretty much a 40-hour week or
3 better.
4 Q. And did you have an office at
5 ADC Engineering?
6 A. I had an office and I shared an office
7 and I had a cubicle.
8 Q. Okay. And during the work week, did
9 you spend most of your time in the office, out of
10 the office, a combination, or both?
11 A. It was a combination of both.
12 Q. Okay. Did it vary from week to week?
13 Was it sort of set you spent a certain amount of
14 time during business hours in the office and out of
15 the office?
16 A. No. It wasn't set. I set my own
17 schedule based on the needs that were available at
18 the time.
19 Q. Did you go into the office every day?
20 A. Yes, unless I was out of town on
21 business.
22 Q. Okay. Would it be fair to say that --
23 did you fill out a time sheet?
24 A. I did.
25 Q. Okay. Did you do that every week?

1 A. Probably not. It was -- the time
2 periods ran to weeks and I was probably guilty of
3 not submitting it or writing it based on my time in
4 the office. So I would make time available to do
5 my time sheets.
6 Q. Okay. Was that something filled out in
7 your handwriting?
8 A. No. It was electronic.
9 Q. Okay. To your knowledge, did ADC
10 Engineering use any GPS monitoring on you or any
11 other employee in terms of to check whether you
12 were at a job site or where you might be?
13 A. Not that I'm aware of.
14 Q. Did you have to check in with anybody
15 at ADC in terms of where you were going?
16 A. Not really.
17 Q. Okay. Would it be fair to say that you
18 had some level of flexibility in terms of what you
19 did during the workday?
20 A. There were flexibility regarding some
21 of the projects. If there was some immediate need,
22 then I attended to the immediate need.
23 Q. Okay. What does ADC Engineering do?
24 A. They're engineering consultants,
25 bidding on every level: Envelope, structural,

1 landscape architects, civil design.
2 Q. Sounds like you identified four general
3 areas where ADC Engineering worked as an engineer
4 consultant. Is that fair?
5 A. That's fair.
6 Q. The building envelope, structural,
7 civil and landscape?
8 A. That's fair.
9 Q. Okay. And has ADC Engineering done
10 those four components of engineering consulting
11 since you've been employed?
12 A. Yes.
13 Q. Okay. Tell me what building envelope
14 means.
15 A. Well, there's roofing and
16 waterproofing.
17 Q. Okay. And is anyone in charge of the
18 building envelope aspect of the engineering
19 consulting?
20 A. One of the partners.
21 Q. Okay. Who is that?
22 A. Rick Cook.
23 Q. And did you during the time that you
24 were employed at ADC Engineering, did you do any
25 work on building envelope issues?

1 A. Not that I can recall.
2 Q. Okay. And you mentioned structural.
3 Tell me what structural engineering consulting
4 involves.
5 A. Structural regarding structural steel
6 supports for buildings.
7 Q. And who at ADC Engineering was in
8 charge of the structural engineering?
9 A. Mark Dillon.
10 Q. Did you do any work with structural
11 engineering at ADC?
12 A. Periodically.
13 Q. And you mentioned civil engineering.
14 Tell me what that means.
15 A. A lot of dirt, just grading, sidewalks,
16 pavement, utilities.
17 Q. And who was in charge of the civil
18 engineering for ADC Engineering?
19 A. Greg Jones and Chris Cook.
20 Q. And is that who you primarily worked
21 with at ADC Engineering?
22 A. Yes.
23 Q. And then how about landscape?
24 Who was in charge of the landscape
25 architecture aspect of the engineering consulting?

1 A. Warren Pruitt.
2 Q. Did you do any work with Warren or the
3 landscaping group?
4 A. Periodically.
5 Q. And of those four engineering groups,
6 any other engineering consulting that ADC
7 Engineering does?
8 A. There once was a survey group within
9 ADC.
10 Q. Okay. And within those -- let's just
11 stick with the four: The building envelope, the
12 structural, the civil and the landscaping.
13 Within those four components of the
14 engineering work that ADC does, do they do
15 residential work?
16 A. I think they just got into residential.
17 Q. Okay.
18 A. I was never involved in the residential
19 side.
20 Q. Okay. Was all your work on the
21 commercial side?
22 A. Pretty much. I mean, I did look at the
23 designs on the residential that was being done off
24 of 17 by Ryan Elmers, I think his name is. Then I
25 think it went on to Sid Dudley.

1 Q. Would it be fair to say that
2 predominantly ADC handles commercial engineering
3 work?
4 A. I would say that's a fair statement.
5 Q. As you understand it, who generally are
6 ADC Engineering's clients?
7 A. There are many. DOD, Department of
8 Defense...
9 Q. Okay.
10 A. I worked on several of those projects.
11 Milton Thomas who was another client did
12 commercial. Primarily those are -- those are the
13 ones that -- and the Charleston County Aviation
14 Authority.
15 Q. Okay. And when ADC Engineering gets
16 hired to work on a project, who generally hires
17 them?
18 A. I'm not sure. I'm not involved in any
19 of that.
20 Q. Does ADC Engineering work with any
21 architectural firms?
22 A. Yes.
23 Q. What architectural firms does ADC
24 Engineering work with?
25 A. LS3P, McMillan Smith, Stubbs Muldrow

1 Herin, many like that.
2 Q. Okay. Do you know how much of LS3P's
3 engineering work ADC Engineering does?
4 A. I don't.
5 Q. How about McMillan Smith?
6 Do you know how much of their work?
7 A. I do not know.
8 Q. How about Stubbs Muldrow?
9 A. I do not know.
10 Q. Have you ever worked on any projects
11 with ADC Engineering and Stubbs Muldrow?
12 A. I have.
13 (DFT. EXH. 3, ADC Engineering Employee
14 Handbook, was marked for identification.)
15 BY MS. CHERRY:
16 Q. I've handed you what we've marked as
17 Exhibit Number 3, Mr. Owens, and ask you if you
18 recognize this as the last portion of the employee
19 handbook when you were employed at ADC Engineering.
20 A. I'm sorry. Say that again.
21 Q. Do you recognize this as the last
22 revision of the employee handbook when you were
23 employed at ADC Engineering?
24 A. Yes.
25 (DFT. EXH. 4, ADC Engineering Employee

1 Handbook Signature Page, was marked for
2 identification.)
3 BY MS. CHERRY:
4 Q. And I hand you also what I'll mark as
5 Exhibit Number 4 and ask you, Mr. Owens, if that is
6 your signature on the acknowledgments page for the
7 handbook?
8 A. It is my electronic signature.
9 Q. Sure. To your knowledge, did you
10 authorize your electronic signature on this
11 acknowledgment?
12 A. I'm not sure.
13 Q. Did you receive a copy of the employee
14 handbook that is marked as Exhibit Number 3?
15 A. I received a copy before my -- before I
16 left during my termination.
17 Q. Okay. Do you have any reason to
18 believe that you did not receive a copy of it
19 during the time period that you were employed at
20 ADC Engineering?
21 A. I can't be sure.
22 Q. Okay. Do you have any reason to
23 believe that your electronic signature on Exhibit
24 Number 4 was unauthorized?
25 A. I'm really -- I'm not sure. I don't

1 know that I was in the office that day. I know
2 that our administrator would -- she's got a copy of
3 all electronic signatures, through everybody in the
4 office, and I don't know. I can't answer that.
5 Q. Were you aware, Mr. Owens, that ADC
6 Engineering had an employee handbook?
7 A. I assumed that they did.
8 Q. Were you aware that ADC Engineering had
9 a policy regarding use of company technology?
10 A. It had been many years since I had
11 looked and the first one was done in '04 that I had
12 signed and this one looks like it was submitted on
13 the 27th of 2014. To be honest with you, I
14 probably never looked at this handbook.
15 Q. Sure. Again, Mr. Owens, that
16 wasn't quite my question. Were you aware that
17 ADC Engineering had a policy regarding use of
18 company technology?
19 A. Not exactly.
20 Q. Okay. Let me ask you, Mr. Owens, as an
21 employee of any business, do you think it would be
22 important to know what company policies and
23 procedures are?
24 A. I can't answer for other companies, but
25 I know that there are reasons why companies have

1 policies.
2 Q. Okay. Well, I actually think in your
3 resume it looks like you may have owned your own
4 company, didn't you?
5 A. Periodically, yes.
6 Q. Okay. Did you have any employees?
7 A. A couple.
8 Q. Okay. Did you have any expectations of
9 those employees?
10 A. Yes.
11 Q. Did you ever tell those employees what
12 their expectations were?
13 A. No. As long as they came to work on
14 time and did their work, it wasn't a large company.
15 They didn't have a lot of restrictions.
16 Q. Okay. But as long as they did the work
17 that you were paying them for, you were okay with
18 it, right?
19 A. Yes.
20 Q. Would you be a little disappointed if
21 you were paying them while you discovered they were
22 doing work for someone else?
23 A. If they were doing work for someone
24 else?
25 Q. Yeah.

1 A. I don't know that I would have to know
2 the reason. I don't know the reason of why they
3 would have done that.
4 Q. Okay. Can you give me an example of
5 when you wouldn't have a problem with an employee
6 that you were paying -- let me ask you this: What
7 did your employees do for you when you owned Owens
8 Plumbing and mechanical contractors?
9 A. They performed with direct supervision
10 the work that was requested of them.
11 Q. Okay. What kind of work did you
12 request?
13 A. Plumbing and mechanical contracting.
14 Q. Okay. So if you were maybe paying one
15 of your employees to do plumbing on one of the
16 projects that you were working on and you
17 discovered while they were going there and you were
18 paying them that they were going next door and
19 getting paid to do work for the neighbor, do you
20 would you think you would have any problem with
21 that?
22 A. I think anybody would have a question
23 about that and the question would have to be asked
24 of the employee what their intent was, what they
25 were doing, and why.

1 Q. What kind of tools do you use in
2 plumbing?
3 A. Torches, solder.
4 Q. Okay. And would you provide the
5 torches and solder for the employees?
6 A. I did.
7 Q. What if they were taking those torches
8 and solders and going next door and doing work and
9 getting paid for it?
10 Would you have a problem with that?
11 A. I wouldn't have a problem with them
12 using the tools to do anything for themselves
13 personally.
14 Q. While you were paying them to work on
15 your project?
16 A. They would have to get clearance to do
17 that. They would have to get approval to do that.
18 Q. Why would they have to get approval to
19 do that?
20 Who would they get approval from?
21 A. Who would they or how would they?
22 Q. Who would they get approval from?
23 A. They would come to me.
24 Q. They would they have to come to you to
25 get approval to do that?

1 A. As the owner of the company, it would
2 be their responsibility to ensure that I was made
3 aware of what they were doing.
4 Q. If you take a look at what we marked as
5 Exhibit Number 3 on Page 13 of the handbook, it's
6 got the hours of operation.
7 Do you see that at the top?
8 A. Uh-huh.
9 Q. And it indicates hours of operation
10 from 8:00 to 5:30, Monday through Thursday.
11 Do you see that?
12 A. I do.
13 Q. That's what you told me earlier,
14 correct?
15 A. Correct.
16 Q. So you did know that those were the
17 core hours of operation for the company?
18 A. I knew the hours of operation from the
19 day I started.
20 Q. Okay. And it says hours for Friday
21 shall be 8:00 to 12:00 and that's inconsistent with
22 what you told me earlier, correct?
23 A. Correct.
24 Q. Okay. I was asking you earlier, Mr.
25 Owens, about the timing of when some of these

1 Facebook pages were set up.
2 I'm curious. When did you become
3 involved with the Saving Shem Creek Project?
4 I mean, was it before those Facebook
5 pages were started?
6 About the same time?
7 A. Probably about the same time, somewhere
8 in that vicinity.
9 Q. Okay. And why did you become involved
10 with it?
11 A. Because I felt like that project could
12 be placed anywhere, in any other city, and it was
13 not representative of Shem Creek. That does not
14 allow office buildings or 55-foot heights in the
15 Shem Creek overlay district.
16 Q. Okay. You mentioned earlier about
17 deleting some Facebook posts of your brother's.
18 I may have asked, but can you tell me
19 again what your brother's name is?
20 A. Yes. It's Vernon Owens.
21 Q. Vernon. Okay.
22 A. Junior.
23 Q. Do you know your brother's cell phone
24 number?
25 A. I think it's 729-4361, something like

1 that.
2 Q. Okay.
3 A. I can verify that, if you'd like.
4 Q. Okay. Now as I understand it, during
5 the time period from 2004 to September of 2014 when
6 you were employed with ADC Engineering -- I don't
7 mean work hours. I just mean the general calendar
8 days during that time frame. As I understand it,
9 you have been involved before in other personal
10 oppositions to construction or development
11 projects. Is that correct?
12 A. There was some opposition with the
13 school district and that was -- there was a private
14 matter and also with regard to a development that
15 was behind my home.
16 Q. Okay. Let me --
17 A. It wasn't an opposition. There was
18 concern about the way the contractor had left the
19 site. It jeopardized the safety of children.
20 Q. Okay. Is that school district one or
21 the one at --
22 A. No. That was the one behind my house.
23 Q. Okay.
24 A. It was a residential development.
25 Q. Okay. Tell me a little bit about the

1 school district issue. Tell me what that was.
2 A. The school district was posing a 1031
3 land exchange for a parcel next to the wastewater
4 treatment plant, which in my opinion was
5 detrimental to the safety of children. The
6 bacteria coming from the scrubbers, that would have
7 affected their respiratory system years down the
8 road.
9 Q. And where was this?
10 A. This was in Mount Pleasant. It was
11 also marked by the Presidential directives as a
12 terrorist target.
13 Q. Okay.
14 A. The plant has to have -- they're
15 mandated by the Presidential directives to carry
16 terrorism plans, bioterrorism plans.
17 Q. The wastewater plant?
18 A. Yeah.
19 Q. How do you know that?
20 A. Years that I worked with the
21 municipality downtown, CPW.
22 Q. Okay. Did you do any research on that
23 or was that just based on your experience?
24 A. I'm sure there was research.
25 Q. And tell me where the school was.

A. It's right next to the wastewater treatment plant in Mount Pleasant on Rifle Range Road.

Q. I don't know where the wastewater treatment plant is.

A. That's okay.

Q. And so this involved a school being built by the wastewater plant?

A. There was a land exchange for the current location of the elementary school to be transferred to that site in exchange for a development, a high-density patio home development, taking place at the old Whitesides.

As it turned it out, the 1031 land exchange was eliminated and the existing school remains in place today.

Q. Okay. Is that because of your efforts?

A. I think that was partially because of my efforts.

Q. Okay. And to your knowledge is the school district a client of ADC Engineering?

A. Yes.

Q. Was the school district a client of ADC Engineering at the time this 1031 land exchange issue was going on?

1 A. I believe they were.
2 Q. Did you have any discussions with
3 anyone at ADC Engineering at the time about your
4 activities in opposition to the 1031 land exchange?
5 A. I believe I did.
6 Q. Okay. Who did you talk to?
7 A. I believe I talked to Greg Jones and
8 Chris Cook.
9 Q. And why did you talk to them?
10 A. Just to let them know that I was
11 opposing the project and that I was doing
12 everything I could, as far as a private citizen
13 goes, to eliminate that from happening.
14 Q. Okay. And why did you tell Greg Jones
15 and Chris Cook that?
16 A. I wanted to make them aware of my
17 opposition. I wanted them to be aware of what I
18 was doing and the way that I was doing it.
19 Q. Why did you want them to be aware of
20 your opposition as a private individual?
21 A. Because of the school district being a
22 client of theirs.
23 Q. Okay. And do you remember anything
24 about your conversations with Greg Jones and Chris
25 Cook?

1 A. Only that I had opposition to this. I
2 don't remember all the details, but I just wanted
3 to make them aware of what I was doing.
4 Q. Do you remember anything that they said
5 in response to your making them aware?
6 A. I believe they said, you know,
7 encourage anybody to participate in their local
8 governments as long as they don't -- as long as ADC
9 is kept out of the papers or media.
10 Q. Okay. Anything else you remember about
11 that?
12 A. I'm sure there was others, but I don't
13 remember anything else.
14 Q. They didn't tell you you couldn't do
15 it, did they?
16 A. No, they didn't.
17 Q. And you didn't suffer any negative
18 personnel consequences as a result of it, did you?
19 A. There were challenges. I think that
20 the developer relating to the project behind my
21 home had sent an e-mail to one of the partners, I
22 believe, complaining of my efforts to communicate
23 to him regard something that was a safety issue for
24 children that were in an existing subdivision.
25 Q. Sure. Mr. Owens, that wasn't quite my

1 question.
2 A. Okay.
3 Q. I'm asking you about the 1031 exchange
4 and I think you switched to the issue behind your
5 home. Or is that one in the same?
6 A. Well, you said -- you asked the
7 question a little while ago of did they -- were
8 they -- did they say that they could not -- that
9 you could not do it and I said, no, they could --
10 they did not.
11 Maybe she can play it back, but the way
12 I understood your question was in general terms and
13 we were discussing two projects.
14 Q. I hadn't asked you about the project
15 behind your home yet.
16 A. Okay.
17 Q. I'm going to ask you about that one in
18 just a minute. So my questions are --
19 MR. PARKER: You did ask him about it.
20 MS. CHERRY: You can object to the
21 form, Counsel, and I'll make sure we're on the same
22 page.
23 BY MS. CHERRY:
24 Q. I'm asking you about the 1031 exchange.
25 A. Okay.

Q. My question to you in terms of your conversations with Greg Jones and Chris Cook were about the 1031 exchange and it -- so when you gave me the response that you wanted to make them aware because you knew the Charleston County School District was an client, when you went to Greg Jones and Chris Cook, were you talking to them about the 1031 exchange and the project behind your house or just the 1031 exchange?

A. I don't remember. I know that I talked to them about the school district because I had e-mails between Nancy McGinley and myself and Bill Lewis at the time. So I wanted them to be aware of what my involvement as a private citizen was. I don't know if it included the Scotts Creek Project behind my house.

It may have at a later date when things -- my when my question came up to the developer and his associates about something that they had done or left behind.

Q. Okay. When you said you had e-mails -- you said Nancy McGinley and who was the other person?

A. Bill Lewis.

Q. Okay. And those e-mails -- from what

1 account were those e-mails to them sent?
2 A. At the time -- at the time I had -- I
3 was the vice president of the HOA and I had
4 jcowenssr@harborgateshores.com but I'm fairly sure
5 that most of the correspondence came through my
6 personal Comcast account.
7 Q. Okay. Let me ask you -- so the
8 homeowners association at Harborgate Shores, does
9 it meet regularly?
10 A. Not anymore. They did.
11 Q. Okay. And how long were you the --
12 did you say you were president?
13 A. Vice president.
14 Q. You were vice president?
15 A. Yeah.
16 Q. Okay. How long were you an officer
17 with the homeowners association?
18 A. Probably six to eight months.
19 Q. Does the homeowners association keep
20 meeting minutes?
21 A. I believe they do.
22 Q. Do you know who the president of the
23 homeowners association is now?
24 A. I don't.
25 Q. So I want to move to -- so I was asking

1 about the 1031 exchange. The issue about behind
2 your house -- and I can't remember what you told me
3 the issue was behind your house.
4 A. I didn't tell you.
5 Q. Okay. Great. That will explain why I
6 didn't remember it. Tell me what the issue was
7 about the development or -- tell me what the issue
8 behind your house was.
9 A. Well, the development that was going on
10 was done by The Beach Company and a very capable
11 contractor. The engineer of record, I think,
12 was Thomas Hutton. I don't remember who the
13 contractor was. I want to say Tideland
14 Construction or something like that. But I knew
15 them and had worked with them in the past. What
16 happened was the water main that connected the two
17 subdivisions was left exposed in a resident's yard.
18 It had a lot of things on that pipe, or
19 eight-inch pipe fittings and so forth, blow-offs
20 and so forth, that could have hurt a child had they
21 tried to climb it, not to mention if something
22 happened and the plug had come loose what it would
23 have done to a child.
24 So I had asked them on a number of
25 occasions if they would remove that and place it on

1 their property rather than an existing
2 subdivision's property.
3 Q. Okay. Did you have any discussions
4 with anyone at ADC Engineering about that issue
5 regarding the development behind your house?
6 A. I'm not sure because it was in my
7 backyard. It was next door, a couple of doors down
8 from where I live. There were children just being
9 inquisitive, looking at it, climbing on it.
10 There was no protection around it in
11 the beginning. We finally got protection around it
12 after requesting it. But I believed it to be in
13 everybody's best interest to put it somewhere where
14 it belonged rather than imposing on an existing
15 subdivision.
16 Q. Would you agree with me that the safety
17 of children is a public concern?
18 A. I think it is. I think that everybody
19 that sees something that may hurt a child has a
20 responsibility to report it.
21 Q. You made a reference when you were
22 talking about this project about Thomas Hutton
23 being the engineer of record.
24 A. Uh-huh.
25 Q. What does that mean?

1 A. They were the engineer who designed the
2 project.
3 Q. Well, is that what makes an engineer an
4 engineer of record?
5 A. Yes.
6 Q. Okay. Could you have an engineer on a
7 project who isn't of record?
8 A. I guess not.
9 Q. Okay.
10 A. I'm not sure.
11 Q. When there is a building project of any
12 sort, is there only one engineer? Engineering
13 company, I guess I should say.
14 A. What are you referring to?
15 Q. Just when we go back to -- you
16 mentioning the four segments of engineering that
17 ADC Engineering does, the building envelope, the
18 structural, the civil, and I can't remember what
19 the fourth one was.
20 MR. EARLY: Landscaping.
21 THE WITNESS: Landscaping.
22 BY MS. CHERRY:
23 Q. Landscaping on a building project, does
24 it have components of all four of those or can it
25 be it have components of all four of those?

1 A. Sure it can.
2 Q. I think you called it near to the
3 Scotts Creek Project. Was that the one behind your
4 house?
5 A. Yes.
6 Q. Did the Scotts Creek have civil
7 engineering components?
8 A. It did.
9 Q. Okay. And was that with Thomas Hutton?
10 A. Yes.
11 Q. Did it have structural engineering
12 components?
13 A. I don't think so.
14 Q. Okay. Did it have building envelope
15 and engineering components?
16 A. Not as part of the project. When they
17 started building homes, all of those were
18 prevalent.
19 Q. Okay. Was Thomas Hutton the engineer
20 on the building envelope pieces?
21 A. No.
22 Q. Okay.
23 A. They were the engineer of record for
24 the site work.
25 Q. Okay. Who does site work generally?

1 A. It's civil engineering.
2 Q. So that's just civil engineering?
3 A. Yes.
4 Q. So if there was any other engineering
5 needs on that project, it may or may not have been
6 done by Thomas Hutton?
7 A. Correct.
8 Q. Okay. And did you tell me Thomas
9 Hutton was or was not the building envelope
10 engineer on the project?
11 A. Not to my knowledge.
12 Q. Do you know who was the building
13 landscape engineer on --
14 A. I do not.
15 Q. Do you know if Thomas Hutton does
16 building engineering work?
17 A. I do not.
18 Q. How about if there was any landscaping
19 architecture work on the Moss Creek project?
20 A. The entrances were landscaped so I'm
21 assuming that there were.
22 Q. I'm assuming that means you don't know
23 who would have been the landscape architect?
24 A. I don't know who that was. You're
25 correct.

1 Q. Okay. Do you know if Thomas Hutton --
2 is it Thomas Hutton? Am I getting that confused?
3 A. It's Thomas and Hutton.
4 Q. Okay. Thomas and Hutton. And do they
5 have landscape architecture capabilities or
6 engineering capabilities?
7 A. They have engineering capabilities.
8 Q. For landscaping?
9 A. I'm not sure.
10 Q. How about -- did you ever engage in any
11 opposition to beach parking on the Isle of Palms?
12 A. There was -- I don't know that it was
13 opposition. It was just trying to bring the
14 parties together to discuss the parking on the
15 right-of-ways.
16 Q. When you say bring the parties
17 together, what do you mean?
18 A. Well, there were people who were
19 interested in trying to park in the right-of-ways
20 and I think residents or maybe two or three
21 residents were trying to grass over or landscape
22 the right-of-way and the DOT, I don't think,
23 approved that.
24 So they were just trying to put those
25 people together the with the residents and some of

1 the people that were complaining. They had asked
2 if I knew anybody and I said the best thing to do
3 was get in touch with DOT.
4 Q. Who is they?
5 A. I don't know. I mean, it was some of
6 the -- some of the public. I think one was Matt
7 Thompson of O.L. Thompson. They were just people
8 who would normally park there for years and years
9 and suddenly couldn't because of some landscaping
10 that was in the right-of-way.
11 Q. Okay. And I'm -- you don't live on the
12 Isle of Palms, correct?
13 A. I don't.
14 Q. I'm just trying to understand how it is
15 that you came to be involved in terms of bringing
16 parties together?
17 A. I spend a lot of time at the beach.
18 Q. Well I do, too, but I'm not involved
19 in -- I mean, is it because of friends you have on
20 the Isle of Palms?
21 A. I spend a lot of time at the beach and
22 can readily tell when somebody's landscaped in the
23 right-of-way. That's pretty obvious.
24 Q. Sure. So did you undertake the
25 outreach in terms of trying to address the issue?

1 A. I don't remember how that came about.
2 Q. Okay. Did you have any conversations
3 with anybody at ADC Engineering about those efforts
4 to bring the parties together?
5 A. I don't remember. I really don't.
6 Q. Okay. Do you know whether the city of
7 Isle of Palms is a client of ADC Engineering?
8 A. I don't know. I do know a council
9 member on Isle of Palms Council.
10 Q. Who is that?
11 A. Jimmy Carroll.
12 Q. Did you have e-mail or text
13 communications with Jimmy Carroll about the Isle of
14 Palms issue that you just told me about?
15 A. I don't remember if I did or not, to be
16 honest with you.
17 Q. Okay. Who are the parties that you
18 were trying to bring together?
19 A. I guess some of the people who were
20 complaining that they could no longer park on the
21 right-of-way that they normally parked on and the
22 DOT.
23 Q. Do you have contacts at the DOT?
24 A. Not really. You know, they just, I
25 think, arbitrarily picked up the phone book and

1 looked through there and tried to find some
2 information about who they could discuss the
3 right-of-way issues with.
4 Q. Prior to September, the month of
5 September 2014, did you have any conversations with
6 any of the principals at ADC Engineering regarding
7 your opposition to the Shem Creek parking garage?
8 A. Yes.
9 Q. Okay. Who did you have conversations
10 with prior to September of 2014?
11 A. 2014 was Chris Cook.
12 Q. When did you speak with Chris Cook?
13 A. I would say it was in early June.
14 Q. Why did you speak to Chris Cook?
15 A. Because there was an article that was
16 going to have my name coming out in the Post &
17 Courier and I didn't want him to see that without
18 addressing it first and letting him know that I was
19 part of an opposition to this parking garage.
20 Q. Why did you want to let Chris Cook
21 know?
22 A. Out of courtesy, because I was involved
23 in a public setting, and I wanted to make certain
24 that they were aware of what I did as a private and
25 public citizen.

1 Q. Why?
2 A. I just felt like it was my duty.
3 Q. When you say your duty, as an employee
4 of ADC Engineering?
5 A. As a courtesy. If they were to see my
6 name in the paper, I wouldn't want them to assume
7 anything. I'd rather them know from my
8 perspective.
9 Q. What did you think they would assume?
10 A. I'm not sure. I just wanted to make
11 sure they didn't have to.
12 Q. Do you think it's odd for an individual
13 who works for an engineering firm that does
14 predominantly commercial work to oppose a
15 commercial development project?
16 A. I think that a private citizen has a
17 right to perform his duties as a private citizen,
18 and that's what I did. I conveyed this information
19 to my employer out of courtesy.
20 Q. Okay. Do you regularly inform your
21 employer at ADC Engineering of your activities as a
22 private citizen?
23 A. If there is any sort of opposition,
24 because you never know how it's spun in the papers.
25 So there are things that are taken out of context.

1 That was one of them. I felt like it was to my
2 best interest and their best interest if they knew
3 what my involvement was about.
4 Q. What do you mean to ADC Engineering's
5 best interest?
6 A. So that they wouldn't be shocked to see
7 my name, their employee's name in the paper,
8 without knowing why it's in there.
9 Q. Has your name ever been in the paper
10 before on an issue that you haven't informed ADC
11 Engineering?
12 A. Not that I can recall.
13 Q. You made a reference -- and I'm not
14 sure I understood what you said. You made a
15 reference about something being taken out of
16 context and that was. What were you saying was
17 taken out of context?
18 A. I believe in one report the reporter
19 had articulated in the article that I was part of
20 the Earl's Court Project or opposition and that
21 wasn't the case.
22 Q. In your conversation with Chris Cook,
23 as I understand it, you sought him out. Is that
24 correct?
25 A. Yes.

1 Q. Okay. And did you talk to any of the
2 other principals at ADC Engineering other than
3 Chris Cook prior to September of 2014?
4 A. Prior to 2014, September of 2014, no.
5 I don't believe I did.
6 Q. Okay. Tell me what you remember about
7 your conversation with Chris Cook.
8 A. I explained to Chris my opposition of
9 the parking garage and I believe I gave him details
10 as to why I opposed that project.
11 Q. Okay. Did Chris Cook tell you
12 anything?
13 A. He said, you know, he related to the
14 project with regard to the school district. Keep
15 us -- keep ADC out of the media.
16 Q. Is that the only thing Chris Cook said
17 to you?
18 A. Along those lines.
19 Q. When you say, along those lines, what
20 do you mean, Mr. Owens?
21 A. I'm not sure what else was said, but it
22 was they didn't want to be front page news.
23 Q. But as I understand it, ADC Engineering
24 was aware of your activities at least as of your
25 informing them in June of 2014?

1 A. Yes.
2 Q. Okay. And after you informed Chris
3 Cook of this in June of 2014, did you get
4 reprimanded at work in any way?
5 A. No.
6 Q. Did your compensation at work change in
7 any way?
8 A. No.
9 Q. Did your job duties at work change in
10 any way?
11 A. No.
12 Q. Did you know that ADC Engineering was
13 the structural engineer on the project at that
14 time?
15 A. At what time?
16 Q. In June of 2014 when you spoke --
17 A. No. I did with Chris Cook.
18 Q. Mr. Owens, if you'll let me finish my
19 question before you answer, it makes it a little
20 easier for the court reporter. Okay?
21 A. Okay.
22 Q. And I'll try to do the same, let you
23 finish your answer before I ask --
24 A. What was your question?
25 Q. Did you know in June of 2014 when you

1 reached out to Chris Cook that ADC Engineering was
2 the structural engineer for the project?
3 A. I did not.
4 Q. Okay. When did you learn that?
5 A. I learned that in a post that Bryan
6 Crabtree made on his Facebook page.
7 Q. And Mr. Owens --
8 A. That was an assumption on my part when
9 I saw the comment on Bryan Crabtree's page.
10 Q. And that wasn't quite my question. I
11 think -- and if I didn't this what I intended to
12 ask --
13 A. Okay.
14 Q. -- was when --
15 A. When did I know?
16 Q. Yes.
17 A. Probably the day I was terminated.
18 Q. Okay. If you had known that ADC
19 Engineering was the structural engineer on the
20 project, would that have changed your activities in
21 any way?
22 A. Absolutely.
23 Q. Okay. How?
24 A. It would have been the last day that I
25 performed as the person in the front of the line

1 for the Saving Shem Creek. I would have backed
2 off. It would have been a conflict of interest and
3 I would have said, somebody else has got to take
4 the reins.
5 Q. And that was going to be my question.
6 Like would it have changed because you think it
7 would have been a conflict of interest?
8 A. Of course. If I would have known that
9 I wouldn't have knowingly subjected my company to
10 any harm.
11 Q. Okay. Did you ever work on anything
12 related to the Saving Shem Creek and -- well, let
13 me back up for a minute, Mr. Owens.
14 When I say Saving Shem Creek, do you
15 understand that I mean the opposition to the
16 parking garage on Shem Creek?
17 A. Okay.
18 Q. The reason why I'm asking is, we've
19 talked about Shem Creek Corp., Save Shem Creek,
20 some other Facebook pages, and I just want to make
21 sure there's no misunderstanding. When I talk
22 about the Shem Creek -- when I talk about Saving
23 Shem Creek, I'm talking about the Shem Creek
24 parking garage project, okay?
25 A. Can we -- can we state that it's the

1 parking garage office building instead of calling
2 it Saving Shem Creek?
3 Q. Sure. We'll talk about the -- if I
4 mean something other than the parking garage office
5 building, then I will clarify.
6 A. Thank you.
7 Q. Did you work on any of the opposition
8 activities to the parking garage opposition
9 during working hours while you were employed at
10 ADC Engineering?
11 A. I don't understand the component aspect
12 of your question. If it is that I sent an e-mail
13 or reviewed posts on Facebook while I was employed
14 during that time, the answer is probably yes, with
15 this caveat, that my time wasn't, whether it was
16 lunchtime, I used my duties to the best of my
17 ability. During lunch or after hours, after hours
18 on Friday, I'd use their cell phone to conduct
19 business while out of town after 12:00 on Fridays
20 and so forth.
21 Q. It might be easier to go about it this
22 way: I'm going to mark as Exhibit 5, Mr. Owens,
23 some e-mails that you produced, and ask if you
24 recognize -- this is a three-page document.
25 For the record, at the bottom, it's

1 Owens 144, 145, and 146. This seems to be an
2 e-mail exchange and I'm going to ask first if you
3 recognize this e-mail exchange. I want to ask you
4 first if you recognize this e-mail exchange.
5 A. Yes.
6 (DFT. EXH. 5, 5/20/14 e-mail from C.
7 Nickels to J. Owens, was marked for
8 identification.)
9 BY MS. CHERRY:
10 Q. Mr. Owens, if you look at the first
11 page towards the bottom, it has your name and
12 actually has the e-mail address off to the right in
13 brackets. Do you see that?
14 I just want to confirm that that's the
15 Comcast e-mail account you identified for me
16 earlier.
17 A. Yes. At the bottom of the page?
18 Q. Okay. And if you look, that looks like
19 it was sent on a Tuesday, May 20th at 10:00 AM. Is
20 that correct?
21 A. What was that? Say that again, please.
22 Q. Sure. If you look on the first page of
23 what we've marked as Exhibit No. 5 --
24 A. Yes.
25 Q. -- if you go down just below the middle

1 of the page, where it says, from Jim Owens, it has
2 the Comcast account.
3 A. Right.
4 Q. It has a date and a time stamp for
5 when it's sent. Do you see that?
6 A. I do.
7 Q. Okay. Then if you look down underneath
8 your name, it says: Sent from my Verizon Wireless
9 4G LTE Droid.
10 A. Yes.
11 Q. Is that the device that you mentioned
12 to me earlier that ADC Engineering provided to you?
13 A. Yes.
14 Q. Okay. It looks to be an e-mail from
15 you to Chris Nickels.
16 A. That's what it looks like.
17 Q. Sure. Who is Chris Nickels?
18 A. He's a councilman for the Town of Mount
19 Pleasant.
20 Q. And why are you e-mailing Chris
21 Nickels?
22 A. Well, we'd had correspondence on an
23 ongoing basis for a couple of months.
24 Q. Okay. And what were you corresponding
25 with him about?

A. I don't remember what the context was in that e-mail to him on the 20th. It doesn't have any context to it.

Q. Okay.

A. It says: Push the meeting in the next couple of weeks. I'm not sure what that was. It might have been regarding a later meeting that he was trying to initiate with the mayor. I don't know. I don't remember.

Q. Okay. If you flip to the second page, at the very top, it looks like that morning of May 20th at 7:46 you wrote to him thanking him for meeting with you the day before --

A. Okay.

Q. -- which it looks like it would have been Monday, May 19th. Do you remember when you met with Mr. Nickels?

A. Wha0t day was May 20th?

Q. According to the date stamp on the front page, it's a Tuesday.

A. It's a Tuesday?

Q. So the day before would have been a Monday.

A. It would have been a Monday, probably at lunch.

1 Q. Okay. And I think I asked you earlier:
2 Do you have -- I asked you about a written or paper
3 calendar. Did you keep an electronic calendar of
4 your meetings or appointments --
5 A. No, I didn't. With Chris Nickels?
6 Q. With anyone.
7 A. Work-related information went through
8 FORs.
9 Q. Okay. And then if you look just at
10 the -- underneath on the second page, it looks like
11 there's an e-mail from you to Elton Carrier.
12 A. Uh-huh.
13 Q. Do you see that? Do you know who Elton
14 Carrier is?
15 A. Yes. He's a member of council, Town of
16 Mount Pleasant.
17 Q. It looks like that e-mail was sent on
18 Thursday, April 17th at 10:49 AM?
19 A. Yeah, and I was home sick.
20 Q. On that day?
21 A. Yes.
22 Q. Okay. Any idea how long it may have
23 taken you to compose that e-mail?
24 A. I didn't just sit down and blast it
25 out. It was marinated over time. It was in

1 response to an e-mail that he forwarded to me.
2 Q. And when you say marinated over time, I
3 take that to mean that you were thinking about it?
4 A. That it was probably a collaboration
5 over days.
6 Q. Okay. How do you know you were home
7 sick on April 17th, Mr. Owens?
8 A. I think I had looked at this and made
9 that determination and went back and researched
10 some records and saw that that was the case.
11 Q. Okay. What records did you research?
12 A. I think they were some records from my
13 home, on my calendar or something, that said I was
14 sick or I had -- I don't remember exactly. But I
15 remember that I was sick. I guess it's easy enough
16 to verify through ADC.
17 Q. Sure. Well, I'm curious in terms of
18 how you made that determination, if you looked at
19 physical calendar or --
20 A. Well, it happens to be my son's
21 birthday, one of my children's birthdays, so it
22 kind of stood out.
23 Q. Okay. You weren't taking off because
24 of his birthday?
25 You remember that you were sick?

1 A. Yes.
2 Q. And that's what I was trying to
3 understand. Do you have a personal calendar that
4 you looked at to make that determination?
5 A. No, but I remember sending this e-mail
6 and I know that I was home at the time, I believe,
7 that that was sent.
8 (DFT. EXH. 6, 9/16-14 e-mail from T.
9 Flesch to M. Dillon, was marked for
10 identification.)
11 BY MS. CHERRY:
12 Q. I'm going to hand you what we'll mark
13 as Exhibit Number 6, Mr. Owens. On the front page
14 of this, it looks like it's going from you, to
15 you --
16 A. Yes.
17 Q. Do you see that?
18 A. Yes.
19 Q. -- on May 29th on a Thursday at 4:57
20 PM.
21 A. Okay.
22 Q. If you flip to the attachment, can you
23 tell me what this attachment is?
24 A. The attachment is the zoning code for
25 the Shem Creek waterfront overlay district.

1 Q. Okay. Where did you get the zoning
2 code?
3 A. I don't know if this was part of a
4 document that I may have sent to the office so that
5 I could review it in my spare time or what the case
6 might have been. I could have downloaded it off of
7 the internet during lunch, off of their website
8 that comes off of Mt. Pleasant's website.
9 (DFT. EXH. 7, 9/18/14 e-mail from T.
10 Flesch to M. Dillon, was marked for
11 identification.)
12 BY MS. CHERRY:
13 Q. I will hand you what we've marked as
14 Exhibit Number 7, Mr. Owens, and this looks like
15 another e-mail from you --
16 A. To me.
17 Q. -- to you on Thursday, June 9th at
18 2:54 PM. On the signature block, it shows you and
19 ADC Engineering.
20 Do you have any memory of whether you
21 were sick or at work on Thursday, June 19th?
22 A. June 19th?
23 Q. Yes, the date of this e-mail.
24 A. No. I was at the office when I sent
25 this to my home.

1 Q. Okay. In the body of the e-mail, it
2 says Chris.
3 A. Yes.
4 Q. Do you see that?
5 A. I do.
6 Q. Who is Chris?
7 A. Chris Nickels.
8 Q. Okay. Why are you sending an e-mail
9 from Chris to yourself?
10 A. So that I can send it to him at a later
11 time or later date or when I got home or whenever I
12 had time.
13 Q. Okay. When did you compose this
14 e-mail?
15 A. I'm not sure. It might have been at
16 lunch on the 19th of June. I don't know.
17 (DFT. EXH. 8, 9/22/14 e-mail from T.
18 Truschka to M. Dillon, was marked for
19 identification.)
20 BY MS. CHERRY:
21 Q. Okay. I'm going to hand you what we've
22 marked as Exhibit Number 8, Mr. Owens. This
23 document looks like another e-mail from you to you
24 and the signature block has ADC Engineering?
25 Do you have any reason to believe that

1 you were not at work on June 30th at 1:32 PM?
2 A. No. I was at work and this was an
3 e-mail that was sent to my -- that was sent to my
4 Comcast account that I apparently copied and pasted
5 and forwarded it on so that I could review it at
6 home when I had time.
7 Q. Okay. When I flip over to the
8 attachment, it looks like the attachment is
9 addressed to you. It says, Mr. Owens. Do you see
10 that at the top?
11 A. Yes.
12 Q. Okay. Do you know who sent this
13 communication or -- well, let me ask you this: Did
14 you get this communication?
15 A. This looks like it's part of the
16 earlier communication from Elton Carrier.
17 Q. Okay. But we talked about --
18 A. Uh-huh.
19 Q. That we talked about -- I don't
20 remember the Exhibit number, but from May 20th?
21 A. Somewhere in that -- no. It was April
22 17th. It was April 17th because that was my son's
23 birthday.
24 Q. All right. Let's just make sure that I
25 get for the record that we have the right -- so we

1 marked it as Exhibit Number 5, but on the back
2 page --
3 A. These were comments sent by a concerned
4 citizen. The comments were not made by me.
5 Q. Okay. So this Exhibit No. 5, the
6 page -- the number 146 --
7 A. Yes --
8 Q. -- the body of this e-mail from Elton
9 Carrier to you is what's contained in that
10 attachment?
11 A. For the most part, other than some
12 edits or soliloquy someone must have added in
13 there.
14 Q. Okay. My question is: That -- what
15 we've marked as Exhibit Number 8 --
16 A. 8.
17 Q. -- that attachment looks like longer
18 than --
19 A. That's because of the comments that are
20 attached to it.
21 Q. Okay. That's what I wanted to ask you
22 about, the comments in bold and underlined. Where
23 did those comments come from?
24 A. The came from a concerned citizen,
25 which I suggested that -- I think you'll see in the

1 body of the letter, it says from a concerned
2 citizen, didn't come from me.
3 Q. Okay. Tell me where it says from a
4 concerned citizen so I can see that.
5 A. E-mail correspondence, attachments,
6 e-mail correspondence from a concerned citizen, not
7 by me.
8 Q. Okay. You mean in the description of
9 the attachment?
10 A. Yes.
11 Q. Okay. Did you read this?
12 A. Did I?
13 Q. Yes.
14 A. Yes.
15 Q. Okay. Do you know who a concerned
16 citizen is?
17 A. I don't remember offhand, but I know
18 that it was someone who took the comments from
19 Elton's letter that I -- that I had written and
20 filled in some of this information.
21 Q. Was the concerned citizen you?
22 A. No. I said it was not.
23 Q. Okay. Then in the body of your e-mail
24 to yourself, it says: Please let me know if you
25 have additional questions. What does that mean?

1 A. That is -- I'm sorry for laughing, but
2 that's just something you'll find on every one of
3 my e-mails. It's not the heading, but my signature
4 page. I've got it on each one of my e-mails from
5 ADC.
6 (Dft. EXH. 9, 9/18/14 e-mail from T.
7 Flesch to M. Dillon, was marked for
8 identification.)
9 BY MS. CHERRY:
10 Q. I'll hand you what we've marked as
11 Exhibit No. 9, Mr. Owens. This looks like another
12 e-mail from you to you. And this one just says FYI
13 in the cover e-mail. Do you see that on the first
14 page?
15 A. Uh-huh.
16 Q. This one doesn't have the language
17 where you say, please let me know if you have any
18 additional questions.
19 A. Because maybe it was sent by Michael
20 Graham.
21 Q. So the FYI is from Michael Graham, not
22 from you?
23 A. I don't know. You'll have to ask him.
24 I don't know.
25 Q. Okay. Let me --

A. It just says: Document one, document FYI. Did I send it to myself? Yeah. I don't know.

Q. Okay. On --

A. It's a good --

Q. I'm sorry. Go ahead.

A. I'm not sure. I have no idea how that came about. Anything that was relative to the ADC would have had, please let me know if this was sent -- if this was sent. I don't know if the Jim Owens was a Comcast account, so I don't know. I have no idea what that was about.

Q. Sure. So do you think Michael Graham has access to your Comcast account?

A. I don't know what he -- I don't know. I couldn't answer that for you.

Q. Okay. Who is Michael Graham?

A. He is the IT person at ADC.

Q. If you flip to the attachment to this e-mail, it's starts off with, with the latest developments of this project.

Do you see that?

A. Yes, uh-huh.

Q. Did you draft this document that's attached?

1 A. If you'll give me a minute to review
2 it, I'll confirm.
3 Q. Absolutely. Take all the time you
4 need.
5 A. Okay. Yes. I drafted it.
6 Q. Okay. When did you draft it?
7 A. I'm not sure.
8 Q. Do you know how long it took you to
9 draft it?
10 A. No. I'm sure if it occurred in even
11 one day or two.
12 Q. Mr. Owens, can you tell me the exhibit
13 number is I just handed you?
14 A. Nine.
15 (DFT. EXH. 10, 7/29/14 e-mail from
16 J. Owens to J. Owens, was marked for
17 identification.)
18 BY MS. CHERRY:
19 Q. I'm going to hand you what we'll mark
20 as number 10. This appears to another be another
21 document you sent to yourself on July 9th at 2:52
22 PM and if you look there are two pages. It looks
23 like it's one attachment.
24 A. Uh-huh.
25 Q. Can you tell me what this attachment

1 is?
2 A. This is information about one of the
3 planning commissioners.
4 Q. Okay. From where did this information
5 come?
6 A. Probably off of the town's website.
7 Q. Okay. Is this information you pulled?
8 A. Probably.
9 Q. Okay. Can you tell me why you pulled
10 it?
11 A. She was -- I don't remember the exact
12 reason, but there was some contention on a project
13 located in the Coleman Boulevard overlay district
14 that she was voting on as far as the height was
15 concerned.
16 Q. Okay.
17 A. I never met her until probably the
18 night of this particular planning commission
19 meeting.
20 Q. So did you pull this information to
21 prepare for that meeting?
22 A. No, just to discover who she was,
23 familiarize myself with what she's done in the
24 past, and what she's -- who she was.
25 (DFT. EXH. 11, 8/11/14 e-mail from

1 J. Owens to J. Owens, was marked for
2 identification.)
3 BY MS. CHERRY:
4 Q. I'm going to mark as Exhibit Number 11,
5 Mr. Owens, another e-mail dated August 11th at
6 5:45 PM from you to you. And ask you -- there is
7 attachment to this e-mail and I wanted to ask you
8 if you drafted the attachment after you've had time
9 to read it.
10 A. This was a draft that was never sent to
11 anyone in particular other than myself for editing
12 later on.
13 Q. Okay. Did you draft this?
14 A. I believe I did.
15 Q. Okay. Do you know when you drafted
16 this?
17 A. I think that it was over the course of
18 maybe a couple of days, maybe one night. I'm not
19 sure.
20 Q. Okay. Were you sending this from ADC
21 Engineering to your Comcast account?
22 A. That's what it looks like, according to
23 Michael Graham.
24 (DFT. EXH. 12, 8/29/14 e-mail from
25 J. Owens to J. Owens, was marked for

1 identification.)
2 BY MS. CHERRY:
3 Q. I'll hand you what we'll mark as
4 Exhibit Number 12, Mr. Owens, and this appears to
5 be an August 29, 2014 e-mail at 8:51 from you to
6 you from you to you e-mailing another e-mail
7 attachment.
8 This one appears to be two pages and at
9 the top of it says, saving Shem Creek. And at the
10 end it has your name, Mount Pleasant. Do you see
11 that on the second page?
12 A. I do.
13 Q. Okay. Did you draft this page
14 attachment?
15 A. Yes. I drafted that probably the night
16 before or two because this page is an article
17 you'll find -- you should see in the Moultrie News,
18 was posted in the Moultrie News.
19 Q. Okay. How long did it take you to
20 draft this?
21 A. I don't know. Whatever my free time
22 would allow between myself, my family, and my kids
23 asking for my time and staying up hours I needed to
24 do get things done.
25 Q. Sure.

1 A. And I probably sent this to -- or
2 somehow got this to ADC just to review, to make
3 sure that I didn't have any further edits when I
4 could when I had time to review it.
5 Q. Okay.
6 A. But I didn't draft it at ADC.
7 Q. Would it be fair to say that you spend
8 a fair amount of your free time on the Saving Shem
9 Creek?
10 A. Yeah. I'd say that I didn't have a lot
11 of free time.
12 Q. Okay. Mr. Owens, could you tell me
13 what that last exhibit was?
14 A. That was 12.
15 (DFT. EXH. 13, 9/10/14 e-mail from
16 J. Owens to J. Owens, was marked for
17 identification.)
18 BY MS. CHERRY:
19 Q. I mark as Exhibit 13 another e-mail
20 that appears to be coming from you to you on
21 September 10th, a Wednesday, at 8:44 AM. Did you
22 draft this e-mail, Mr. Owens?
23 A. I don't remember if that was just -- I
24 know that a major portion of this was just a copy
25 and paste and the -- it was referencing highlights

1 of the council meeting. So I'm not sure where the
2 upper portion came from.
3 Q. Did you attend the council meeting the
4 night before?
5 A. I don't remember if it was the night
6 ninth or the eighth of September.
7 Q. Did you -- whether it was the eighth or
8 the ninth, did you attend that council meeting?
9 A. I attended it briefly. I left early
10 because my wife and I had a concert and dinner
11 reservations. I was going to provide a
12 presentation that I did not have an opportunity to
13 provide.
14 Q. Okay. What do you mean?
15 A. A PowerPoint presentation.
16 Q. Okay. You were going to the town
17 council meeting --
18 A. Yes.
19 Q. -- for that purpose?
20 A. Well, and to hear all of what was going
21 on. But I had a brief PowerPoint presentation to
22 provide.
23 Q. Okay. What was the PowerPoint
24 presentation on?
25 A. I would have to come back and look. I

1 think that's part of all the discovery items,
2 but --
3 Q. Okay.
4 A. -- I know that some of it was not -- I
5 did not provide -- I didn't provide -- I mean, I
6 didn't make the presentation.
7 Q. Okay. So when you say you did not
8 provide, you don't mean you didn't provide it to
9 your attorney?
10 You mean you didn't give the
11 presentation to the council meeting?
12 A. I did not give the presentation to the
13 council meeting on that night.
14 Q. Okay. Did you prepare that PowerPoint
15 presentation?
16 A. I believe I did.
17 Q. Did anybody help you with it?
18 A. I don't believe they did.
19 Q. Okay. When did you prepare the
20 PowerPoint presentation?
21 A. In the night that I had before the
22 meeting.
23 Q. Okay. Do you still have a copy of that
24 PowerPoint presentation?
25 A. I believe I do.

1 Q. Do you have an electronic -- not a hard
2 copy but an electronic copy of it?
3 A. I believe I do.
4 Q. Where would that be?
5 A. It would be in my documents.
6 Q. Okay. When you say your documents, you
7 mean on your computer?
8 A. Uh-huh.
9 Q. Okay. Under what directory in your
10 computer is that?
11 A. It would be under Saving Shem Creek, I
12 believe.
13 (DFT. EXH. 14, 9/18/14 e-mail from H.
14 O'Kelley to J. Owens, was marked for
15 identification.)
16 BY MS. Cherry:
17 Q. I'm going to hand you what I've mark as
18 Exhibit 14, Mr. Owens and then ask you if you
19 recognize that document.
20 A. I do.
21 Q. What is this?
22 A. Are you asking me what it is?
23 Q. Yes.
24 A. It looks like an evidence preservation
25 letter.

1 Q. Have you ever gotten an evidence
2 preservation letter before?
3 A. No, ma'am.
4 Q. What did you do when you got this
5 e-mail from Hamlin O'Kelley sending you an evidence
6 preservation letter on this?
7 A. I also copied Mark on this and I also
8 read and wrote to -- well, forwarded it and wrote
9 to Greg and Christ on this, that I just received
10 this, and that I wanted them to be aware and that
11 to please contact me if you have any questions.
12 Q. Okay. Did you comply with the evidence
13 preservation letter?
14 A. I believe that I have.
15 Q. Tell me what you did to comply with the
16 evidence preservation later that he had sent.
17 A. Well, ADC had removed my computer and
18 taken upon themselves to get whatever information
19 that was on there. So I don't know what's happened
20 that to that information.
21 Q. Sure. Mr. Owens, that wasn't quite my
22 question.
23 A. Okay.
24 Q. I want to know what you did. Did you
25 do anything individually to comply with the

1 evidence preservation letter that you got?
2 A. I wrote Mr. O'Kelley back saying that I
3 would abide by the law and do whatever is
4 necessary.
5 Q. Okay. Other than your e-mail -- well,
6 when did you e-mail Mr. O'Kelley?
7 A. Shortly after I received this letter,
8 two days maybe.
9 Q. Okay. And did you e-mail him from your
10 ADC --
11 A. No.
12 Q. -- e-mail account?
13 A. No, I didn't.
14 Q. Have you provided a copy of that -- did
15 you sent that e-mail from your Comcast account?
16 A. Yes.
17 Q. Did you provide a copy of that e-mail
18 from your cam Comcast account to Mr. O'Kelley to
19 your attorney in this case?
20 A. I'm not -- I'm not absolutely sure.
21 Q. Okay. Did you personally other than
22 e-mailing Mr. O'Kelley -- did you ever personally
23 undertake any efforts to preserve evidence per
24 Mr. O'Kelley's request?
25 A. Efforts by what means?

1 Q. Anything. Did you do anything?
2 A. I didn't destroy anything.
3 Q. Okay. Did you actively search for
4 anything response to his letter?
5 A. I don't know what the letter entailed.
6 I didn't know what to search for. I told him I
7 took -- that I was going to be complicit with the
8 law.
9 Q. Did you read his letter?
10 A. I did.
11 Q. Mr. Owens, what I'm trying to find out
12 is if you in response to this letter specifically
13 went and gathered documents or gathered information
14 that you either kept in a file or somewhere to save
15 or that you actually came to Mr. O'Kelley.
16 A. I gave him nothing since it wasn't a
17 subpoena.
18 MR. EARLY: Molly, when you get to
19 another breaking point in the next 15 minutes or so
20 can, we take a quick break?
21 MS. CHERRY: We'll take a break.
22 (A recess transpired.)
23 BY MS. CHERRY:
24 Q. Mr. Owens, I was asking you about the
25 electronic -- the evidence preservation letter we

1 marked as Exhibit 14 and you indicated that you
2 forwarded that to Greg Jones and Chris Cook,
3 correct?
4 A. I did.
5 (DFT. EXH. 15, 9/18/14 e-mail from C.
6 Cook to M. Dillon, was marked for identification.)
7 BY MS. CHERRY:
8 Q. Okay. I'm going to hand you what I'll
9 mark as Exhibit 15. Is that the e-mail to which
10 you were referencing -- if you look at the bottom
11 from you -- do you see that where it says, Jim
12 Owens to Greg Jones and Chris Cook?
13 A. Uh-huh.
14 Q. Thursday the 18th at 12:20.
15 A. Yes.
16 Q. In your e-mail to Greg and Chris, you
17 make reference to this intimidation letter. Do you
18 see that?
19 A. I do.
20 Q. What did you mean by intimidation
21 letter?
22 A. I felt like they were approaching my
23 employer to intimidate me regarding my efforts of
24 the opposition with the project. This is the same
25 Buist, Byars, and Taylor where Taylor is the

1 developer's attorney on the project.
2 Q. Okay. And did you at some point come
3 to discus with any of the principals at ADC
4 Engineering this letter?
5 A. Only what I sent and then we had a
6 meeting afterwards.
7 Q. Okay. Do you remember when that
8 meeting was?
9 A. Believe it was that afternoon. I think
10 it was the latter part of the afternoon.
11 (DFT. EXH. 16, 9/18/14 e-mail from J.
12 Owens to M. Graham, was marked for identification.)
13 BY MS. CHERRY:
14 Q. I'll mark as Exhibit 16 Mr. Owens --
15 what looks like two e-mails that you sent to
16 Michael Graham.
17 A. Right.
18 Q. The e-mail at the bottom, the subject
19 line is: Inadvertently deleted sent items.
20 Do you see that?
21 A. I do.
22 Q. And you make reference to inadvertently
23 deleting sent items on outlook from your phone.
24 A. Right.
25 Q. Do you have any specific recollection

1 of what e-mails you deleted?
2 A. The e-mails that were on my phone were
3 also attached to my computer. When I got back I
4 realized that all of those had been deleted.
5 That's when I returned and said never mind I got
6 them back pause I had inadvertently deleted those
7 files. So when I got back to the office, I saw
8 that they were in the deleted folder and I was able
9 to pull them all back in to where they were
10 supposed to be.
11 Q. Okay. Did you produce those e-mails to
12 Mr. O'Kelley?
13 A. I didn't have anything to do with those
14 e-mails. They were all ADC. They all belonged
15 to ADC.
16 Q. So the answer to my question would be
17 no, correct?
18 A. If you want to repeat the question, and
19 I'll give you a definite answer.
20 Q. Sure. Those deleted e-mails that you
21 had restored to your computer, did you send those
22 e-mails to Mr. O'Kelley?
23 A. I did not.
24 Q. Okay. And then at the top it looks
25 like, that's your explanation to Mr. Graham that

1 you were able to recover them?
2 A. They were all in the deleted folders,
3 not realizing that they were part of that, you
4 know, and that was the version of me deleting those
5 files.
6 Q. Okay. When you -- going back to -- you
7 said you had a meeting with the principals at ADC
8 regarding the evidence preservation letter that you
9 received. Did you understand that ADC in --
10 MR. PARKER: I object to the form of
11 the question. I don't think it directly states
12 what he said.
13 BY MS. CHERRY:
14 Q. Mr. Owens, why don't you go back and
15 tell me when you forwarded your e-mail from --
16 that we marked as Exhibit 15, after you forwarded
17 your e-mail to Greg Jones and Chris Cook, I
18 understood you to say that you did have a meeting
19 with them. Is that correct?
20 A. Yes.
21 Q. Okay. Who did you meet with?
22 A. Greg and Chris.
23 Q. Okay. Anyone else?
24 A. Not at that time.
25 Q. Okay. And do you recall when that

1 meeting was?
2 A. The exact time and time I don't. I
3 believe it was at the end of the day.
4 Q. Okay. And do you recall anything you
5 discussed in that meeting?
6 A. Just that I wanted to make sure that
7 they were aware. You know, I felt like I didn't do
8 anything wrong and that they were trying to
9 intimidate me and top stopping me from the
10 opposition with this project, they being Buist,
11 Byars & Taylor.
12 Q. Did you have any discussions with Greg
13 and Chris about whether you had sent e-mails
14 regarding the parking garage office project from
15 ADC's computer?
16 A. Can you repeat the question?
17 Q. Sure. Why don't -- I'll ask it a
18 little more broadly. Tell me what you said to Greg
19 and Chris that you recall in this meeting that you
20 had with them.
21 A. That I -- I'll repeat this: That I
22 didn't do anything wrong, and that I think all this
23 is an effort to intimidate me and my efforts to end
24 this opposition of this project.
25 Q. Okay. Did you tell either of them that

1 you had sent e-mails in opposition to the project
2 from your work computer?
3 A. They asked if I had used my work
4 computer for anything associated with this and my
5 response was in the affirmative and what I said was
6 -- is that I'm not sure how many e-mails, but it
7 was never sent from ADC. It was always from my
8 private account.
9 Q. Okay. Is there anything else that you
10 remember about your discussion with Greg and Chris?
11 A. The only thing that I remember is that
12 they said that they were going -- this was
13 uncharted territory and they were going to need to
14 converse with their attorney.
15 Q. Okay. That -- I think September 18th
16 looks like it was a Thursday. Did you work on
17 Friday, September 19?
18 A. I'm not sure.
19 Q. Any reason to think that you did not?
20 A. It might have been the events of this.
21 I'm not sure. I don't know. Apparently, I became
22 ill. I'm not sure. That would have to be
23 verified. I'm not sure if I was there or not. I
24 don't remember.
25 Q. Okay. When you say you apparently

1 became ill, why do you make that statement?
2 A. Just all the events. I just couldn't
3 believe that this was happening.
4 (DFT. EXH. 17, 9/22/14 e-mail from C.
5 Cook to M. Dillon, was marked for identification.)
6 BY MS. CHERRY:
7 Q. I'm going to hand you what I'm marked
8 as Exhibit 17. Do you recognize this e-mail at the
9 bottom from you to Chris and Greg?
10 A. Okay. It was Monday and I knew that it
11 was -- you know, I wasn't sure if it was Friday
12 or -- or Monday.
13 Q. Okay. But -- so you do recognize the
14 e-mail from you to Chris and Greg indicating you
15 don't know feel well?
16 That is what you were talking about,
17 becoming sick?
18 A. I had a doctor's appointment scheduled
19 for that day as well. As always, I'm available by
20 phone, if needed.
21 Q. Okay. What doctor was your appointment
22 with?
23 A. Probably Kenny Caldwell.
24 Q. And did you see Dr. Caldwell on Monday,
25 September 22nd?

1 A. I did.
2 Q. Okay. What kind of doctor is
3 Dr. Caldwell?
4 A. Orthopedic.
5 Q. And why did you see him on the 22nd?
6 A. To get an injection in my knee.
7 Q. Did you see any other physician on
8 Monday the 22?
9 A. Not to my knowledge.
10 Q. Okay. And tell me why you were getting
11 an injection in your knee.
12 Have you had knee surgery or knee
13 issues or --
14 A. I have had knee surgery in the past.
15 Q. Okay. Was the injection in your knee
16 related in any way to your opposition activities to
17 the Shem Creek office building parking garage?
18 A. I don't know how.
19 Q. Okay. Now, I understand that your
20 employment with ADC Engineering was terminated and
21 that's why you filed this lawsuit against the
22 company. Is that correct?
23 A. I would say, yes.
24 Q. Okay. Why have you sued ADC
25 Engineering?

1 A. I felt like I was unjustly terminated.
2 Q. Okay. And why do you think it was
3 unjust?
4 A. Because I believed that Buist, Byars &
5 Taylor basically sent a letter to intimidate my
6 efforts. I was once told by one of the principals
7 that they would lay their lives in my hands and I
8 responded in the same way. But once I did, I found
9 myself here.
10 Q. When you say once you did, I interpret
11 that to mean once you laid your --
12 A. Life.
13 Q. -- life in their hands that you find
14 yourself involved in a lawsuit where you sued
15 ADC Engineering?
16 A. Because I did not implement them into
17 any of the discussion that was given regarding this
18 project or the opposition thereof. I did not
19 include them in any media coverage. I did not
20 mention their name one time because they asked me
21 not to.
22 I avoided media coverage. I avoided
23 anybody from coming in. In fact, James Scott was
24 the one that did the interviews. I avoided
25 television interviews. I avoided them like the

1 plague because I cared about my company and what
2 they had asked me to do.
3 Q. But, as I understand, it, you cared
4 about them in June of 2014 when you independently
5 reached out to Chris Cook, correct?
6 A. I cared about -- I cared about them
7 throughout.
8 (DFT. EXH. 18, copy of Facebook
9 comments RE: Crabtree, was marked for
10 identification.)
11 Q. Okay. Thank goodness the court
12 reporter can't transcribe stomach growls or she'd
13 be busy. I'm going to hand you what we've marked
14 as Exhibit 18, Mr. Owens, which is a document that
15 you produced in this litigation. It looks to be a
16 Facebook post.
17 Do you recognize this?
18 A. Yes.
19 Q. And down at the bottom -- the bottom
20 Facebook post, it says, Jim Owens?
21 A. Yes.
22 Q. And it's got a photograph, it looks
23 like, off to the side but you can't -- it's --
24 A. It's at the bottom.
25 Q. Sure. Is that you?

A. Yes.

Q. Okay. Was this post yours?

A. I don't know if it was Rett Gary's or mine. I think it was Gary's and I was responding to him. No. In fact it was on Bryan Crabtree's website and Rett Gary had posted some information and he had contacted me somehow by letting me know that this was being discussed.

Q. Okay. Mr. Owens, I want to ask you about the very bottom entry on this page that has your name, Jim Owens, beside it.

Do you see that bottom post?

A. I do.

Q. Okay. Did you draft that post?

A. Oh, I made that post.

Q. Okay. And if you'd take a minute to read that, I just want to ask if everything in your post is accurate.

A. Yes.

Q. In your interrogatory responses in this case, Mr. Owens, I asked about the damages that you're claiming in the case and you identified four general topics. One was loss of income, one was mental anguish, one was mental distress, and then the other was anxiety and depression.

1 A. Okay.
2 Q. I want to ask you about your damages
3 claims in the case, okay?
4 A. Okay.
5 Q. Tell me the lost income you were
6 claiming as damages in this case.
7 A. Lost income from being unemployed.
8 Q. Have you had any sources of income
9 since leaving ADC's employ?
10 A. No.
11 Q. Have you attempted to find a job
12 leaving ADC's employ?
13 A. Yes.
14 Q. When did you first start your job
15 search?
16 A. Shortly thereafter.
17 Q. In your answers to interrogatories, I
18 had asked where you had tried to find another job
19 and you listed -- they're lettered, not numbered,
20 so I'm not exactly sure how many companies, but I
21 want to ask you about these. You listed Weston &
22 Sampson Engineering. Do you recall -- was there a
23 position you were applying for at Weston & Sampson?
24 A. Yes. Construction administration.
25 Q. Okay. Was that position posted -- how

1 did you know they were looking for construction
2 administration position?
3 A. They weren't looking. I was inquiring.
4 Q. And with who did you inquire?
5 A. Bob Horner.
6 Q. Was that in person or writing or by
7 phone?
8 A. I believe it was in writing.
9 Q. Text, e-mail?
10 A. E-mail.
11 Q. Do you have a copy of that e-mail?
12 A. Maybe.
13 Q. Would it have come from your account
14 with Comcast account?
15 A. Uh-huh.
16 Q. Did you get a response from him?
17 A. I believe I did.
18 Q. What was the response?
19 A. The response was that they weren't
20 looking but would keep me in mind.
21 Q. Did you send a resume?
22 A. Yeah.
23 Q. How about Lowcountry Land Development
24 Consultants?
25 Was their a specific position you were

1 inquiring about?
2 A. I was just inquiring as to whether or
3 not they could use somebody.
4 Q. With whom did you inquire?
5 A. Kevin Coffey.
6 Q. How did you inquire?
7 A. Through e-mail or LinkedIn.
8 Q. Do you have a copy of your inquiries
9 with Kevin Coffey?
10 A. I believe I did do.
11 Q. And did you get a response to your
12 inquiries?
13 A. I'm not sure. I believe I did. I've
14 known him for a long time.
15 Q. Water Missions International, was there
16 a specific position that you were applying for?
17 A. I had contacted someone else that I
18 knew there and they were looking into it for me.
19 There was something that was available, but not
20 completely something that I was qualified for. But
21 he was going to be back in touch me.
22 Q. And who was that?
23 A. That was -- oh, my goodness. Terrible
24 to get ahold of. He used to work at Thompson &
25 Hutton. Rogers Hook.

Q. Anything in writing with Rogers?
A. I think there is.
Q. Okay. Would that have be via e-mail?
A. Yes, ma'am.
Q. Would that have been from your Comcast account?
A. Yes, ma'am.
Q. Okay. Do you know what the position was or is at Water Missions International?
A. Not offhand, but it was all documented in the correspondence.
Q. Do you remember when that was?
A. Shortly thereafter. I mean, it was October maybe. September or -- September or early October.
Q. Of 2014?
A. Uh-huh.
Q. And the same thing with Lowcountry Land Devlopment?
A. Yes.
Q. And how about the Weston & Sampson?
A. It was all prior to your questions of discovery, so I'm not sure when that took place.
Q. I'm not either.
A. Okay.

1 Q. It looks like your responses were
2 served on March 5th of 2015. So it would have been
3 before then?
4 A. Yeah. And MeadWestvaco. It would have
5 been during and before then, yes.
6 Q. Okay. Was there a specific position
7 for which you were applying?
8 A. They were inquiring and looking and I
9 had sent my resume to them.
10 Q. When you say they were inquiring and
11 looking what does that mean?
12 A. I was given a person's name and I
13 contacted them and they were interested and asking
14 that I send them my resume, which I did.
15 Q. And who was that person?
16 A. I don't remember offhand.
17 Q. And the resume you sent in writing?
18 A. It's in writing, yes.
19 Q. Via e-mail?
20 A. Yes.
21 Q. Did you get a response to that e-mail?
22 A. I believe I did.
23 Q. Did you remember what that response
24 was?
25 A. That there was nothing available at the

1 time, but they'd keep my me in mind.
2 Q. And how do you pronounce C-H-O-A-T-E?
3 A. Choate Construction.
4 Q. Okay. Was there a specific position
5 for which you were applying?
6 A. There was.
7 Q. Okay. And what was that position?
8 A. It was either superintendent or
9 assistant superintendent.
10 Q. And did you apply for that position?
11 A. I did.
12 Q. How did you apply?
13 A. Electronically.
14 Q. Do you have a copy of your academic
15 application?
16 A. I think so. I don't know -- I don't
17 know about how that was done, but I think they sent
18 something, that I add had applied or whatever.
19 Q. Did you get a response one way or the
20 other from them?
21 A. I don't remember. I think I did. I'm
22 not sure. I can't be sure about that one.
23 Q. Okay. Medical University of South
24 Carolina, was there a specific position?
25 A. There was one. I don't remember which

1 one it was. That was also electronically. Whether
2 or not they submitted a return stamp, I'm not sure.
3 Q. Do you have a copy of what you
4 submitted to MUSC?
5 A. I'd have to look. I had developed an
6 employment folder and tried to pull things in
7 there.
8 Q. Okay. When you say you developed an
9 employment folder, do you mean? Electronically on
10 your computer?
11 A. Yes.
12 Q. And what is the title of that folder?
13 A. Employment.
14 Q. Okay. And does that have -- keep
15 copies of any job applications or e-mails that
16 you've been sending?
17 A. Anything that I can remember to throw
18 in there.
19 Q. So are there electronic records in that
20 folder showing the efforts that you have undertaken
21 find another job?
22 A. I believe there are.
23 Q. Okay. Have you gotten an interview for
24 a job with anyone?
25 A. I have.

Q. Who have you gotten an interview with?
A. Charleston County.
Q. When was that?
A. Probably a couple of months ago.
Q. What was that interview for?
A. I don't remember the position. It was stormwater supervision or something along those lines.
Q. Okay. And was that an interview for a specific open position that they had?
A. Yes.
Q. Okay. And have you gotten any response?
A. I have.
Q. And what was the response?
A. That they could not use me at this time.
Q. Okay. Any other interviews?
A. Yes, there were, one with Jacobs Engineering.
Q. When was that?
A. A month or go so ago.
Q. And was that for an open position?
A. That was for -- they were looking for some help and they knew who I was and had worked

1 with me in the past.
2 Q. So was there a posted position?
3 A. There was not a posted position. They
4 just knew what my qualifications were and asked to
5 meet with me and we did.
6 Q. And what was the result of that
7 meeting?
8 A. They haven't gotten back to me, not
9 yet.
10 Q. Okay. Who did you interview with?
11 A. Clay Reigler.
12 Q. Any other interviews?
13 A. There was another one in the
14 development community up in Summerville. The other
15 job that I applied for was Summerville CPW. I
16 don't know if it's on there or not, was it?
17 Q. It's not. You can still tell about it.
18 A. I submitted my resume and they just
19 again weren't -- I don't know if it's my age or
20 whatever, but they weren't interested at the time.
21 Q. What do you mean you don't know if it's
22 your age?
23 A. I'm getting up there.
24 Q. Do you think somebody might not hire
25 you because of your age?

1 A. I don't know.
2 Q. Who did you interview with?
3 A. I did not. I didn't interview. I just
4 sent them my resume and they sent me a response.
5 Q. Okay. Charleston Water Systems, was
6 there an own position?
7 A. There was an own position, and I don't
8 remember what that was for right now, but I haven't
9 heard back.
10 Q. One way or the other?
11 A. Right, one way or the other.
12 Q. And did you apply for that position
13 electronically?
14 A. I believe I did.
15 Q. Premier Integrated Consultants, was
16 there an open position there?
17 A. I don't remember what that was. I know
18 that I was scouting anything and everything I could
19 to try to get some sort of results.
20 Q. Did you submit anything electronically?
21 A. I wouldn't have put it on there had I
22 not done something along those lines.
23 Q. So were you looking at something when
24 you listed the places that you'd applied for or
25 looked for with?

1 A. I was looking for work.
2 Q. Sure. No. I'm -- in terms of when you
3 created the list of places that you've been looking
4 for work, were you looking at applications or a
5 handwritten list that you kept or --
6 A. I was looking at what I had submitted
7 and to whom I had submitted to.
8 Q. That's what I was asking. So you've
9 got an electronic or hard copy record of --
10 A. Whatever that is, I hope. I'm assuming
11 that I have them all.
12 Q. Okay.
13 A. And then some -- I mean, there are some
14 others.
15 Q. Okay. Did you hear anything back from
16 Premier Integrated Consultants?
17 A. I don't think so.
18 Q. Healthcare Trust of America, was there
19 an open position?
20 A. There was sales positions. And the
21 reason I had addressed sales, as large as the City
22 of Charleston and the County of Charleston and the
23 State of South Carolina is, it's a very small
24 community when it comes to engineering companies.
25 Everybody knows everybody.

1 So I had a conversation with the CEO of
2 CPW, Kin Hill, and I asked him if I was damaged
3 goods because I wanted to make certain that I -- my
4 options were left open, whether I had to change my
5 field or go into business for myself. So I had
6 asked him what his belief was.
7 Q. And this is Kin Hill with CPW?
8 A. Yes.
9 Q. Okay. What do you mean by damaged
10 goods?
11 A. Well, because of the circumstances of
12 this case and my prior employment, that the area in
13 Charleston has a tendency of knowing what's going
14 on between individual companies.
15 Q. Okay. How about your Shem Creek
16 opposition activities?
17 A. It's curtailed to some degree. I'm not
18 standing in the limelight. I've got other things I
19 need to be doing.
20 Q. Okay. What did Kin Hill tell you?
21 A. He felt like, you know, that it was a
22 good question. He was glad I was asking. He
23 couldn't be certain, but he felt like if people
24 knew what the situation, that they may want to
25 incorporate. He said, you know, you've got talents

1 and you can do a lot of different things. He was
2 just encouraging, but there was a need for that
3 conversation.
4 Q. And when you say this case, you mean
5 the lawsuit that he you filed?
6 A. I mean the lawsuit with Crabtree.
7 Q. Do you have any other lawsuits pending
8 other than this one?
9 A. Only this one.
10 Q. Dorchester County Public Works, was
11 there an open position there?
12 A. There was.
13 Q. And what was that position?
14 A. I think it was a utility
15 superintendent.
16 Q. After your conversation with Kin Hill,
17 did you change gears in terms of the industry?
18 A. No. I had given up hope. I still
19 haven't given up hope. I'm still hopeful, but my
20 options are drawing to a close. They're growing
21 smaller.
22 Q. Did you get a response from for
23 Dorchester County Public Works?
24 A. I believe I did.
25 Q. What was the response?

A. It was negative.

Q. Negative as in...

A. Couldn't use me at this time or, hey, that they had sought other applicants.

Q. Have you had any others conversations with any one other than with Kin Hill regarding your query about whether or not you were damaged goods.

A. No.

Q. What about Armchem International Corp.? Was there an open position there?

A. That does a ring a bell, but Armchem would have had probably been some processed mechanical contracting. I'm assuming. I don't remember.

Q. How about Power Home Technologies?

A. Yeah. That was another contract issue there for construction.

Q. And when you say that, do you mean one offer project as opposed to full-time employment?

A. It wouldn't have been full-time employment. It was just more the construction side of things and I was applying for -- like I said, for everything that came and everything that came through or that I thought I could benefit some

1 other company.
2 Q. US Health Group, was there an open
3 position there?
4 A. Yes. There was a sales, which I was
5 considering getting into insurance sales.
6 Q. And did you ever hear anything back
7 from US Health Group?
8 A. They were interested and that's still a
9 possibility.
10 Q. Jones Ford, was there an open position
11 there then?
12 A. I think there was for sales, yes?
13 Q. And did you hear anything back from
14 Jones Ford?
15 A. No.
16 Q. And JacksonBuilt Custom Homes?
17 A. Right.
18 Q. Was there an open position there?
19 A. There was.
20 Q. And did you hear anything back from
21 them?
22 A. No.
23 Q. Have you received any job offer from
24 anyone that you have turned town?
25 A. I haven't turned anybody down that's

1 sought to offer me a job.
2 Q. Is that different from the question I
3 asked?
4 A. I'm not sure about what question you
5 can asked.
6 Q. Okay. I just want to make sure. Have
7 you gotten an offer for work from anyone since
8 September 23rd of 2014?
9 A. There is a possibility, but not
10 anything that's cast in stone.
11 Q. Tell me about what that possibility is.
12 A. Possibility of getting into some
13 development work in Dorchester County.
14 Q. Okay. And when you say possibility,
15 can you help me understand what you mean?
16 A. I mean, it's all contingent based on
17 the viability of his project, if it's feasible for
18 him to pursue it.
19 Q. Okay. And when will you know?
20 A. I hope in a couple of weeks.
21 Q. Okay. Other than that possibility,
22 have you gotten any firm offers for work since
23 September 23rd of 2014 that you have turned down?
24 A. No.
25 Q. Have you done any independent

1 consulting since leaving ADC Engineering?
2 A. I have not received a paycheck since
3 leaving ADC.
4 Q. Have you done any plumbing or
5 mechanical contracting work?
6 A. Nope.
7 Q. I was just referring back to the --
8 A. I understand.
9 Q. -- company that you owned before.
10 Have you started your own company
11 again?
12 A. That's a possibility.
13 Q. You were also claiming, Mr. Owens,
14 emotional distress damages. I'm trying to find
15 exactly how you had termed it so I get it right.
16 Can you tell me what emotional distress you have
17 encountered?
18 A. I mean, I think it's obvious, but from
19 my perspective it's my age. It's losing my job. I
20 have small children at home that are dependent on
21 some sort of gainful employment and they're
22 suffering and I have a young wife who's suffering.
23 I believe that it's very traumatic for them. I
24 know that it is. My daughter continually asks me
25 about that. When are you going to get a job,

1 Daddy? Do you have a job yet?
2 Q. Have you seen any counselor for your
3 emotional distress?
4 A. No. I can't afford it.
5 Q. Have you seen any health care provider
6 for your emotional distress?
7 A. I have not.
8 Q. There are a number of witnesses that
9 you identified in this case, Mr. Owens.
10 A. Okay.
11 Q. Do you want to take a break for a
12 minute?
13 A. Not at all.
14 Q. Are you good for me to move on?
15 A. Yes, ma'am.
16 Q. You identified Lydia Owens. As
17 understand, that is your wife?
18 A. Correct.
19 Q. Okay. You identified James Scott?
20 A. Okay.
21 Q. Can you tell me what Mr. Scott may
22 testify about in this case?
23 A. He can testify that I have never given
24 a television interview, that he, in fact, was one
25 of the people that were involved in the growth of

1 Mount Pleasant, particularly on Earl's Court.
2 That's how I came to know him with regard to Saving
3 Shem Creek. We became friends and he will -- he
4 will also tell you that he never knew where I
5 worked until this lawsuit came up.
6 Q. Do you know James Scott's cell phone
7 number?
8 A. Not off the top of my head.
9 Q. Have you ever texted James Scott?
10 A. I'm sure I have.
11 Q. How about Josh Hawkins? You identify
12 him as a witness. What is Mr. Hawkins going to
13 testify about?
14 A. Mr. Hawkins was part of the ADC team.
15 He works for Berkeley County now. The question
16 came up maybe in response to some of the
17 interrogatories as to my use of young associates
18 and in my request for Saving Shem Creek, which is
19 not the case. I had asked him -- my son created a
20 KML file that was part of a different project,
21 didn't have anything to do with Saving Shem Creek
22 nor was it ever presented. But I had asked him if
23 he knew of all conversion program that I could use
24 or my son could use to convert a KML file which was
25 an audio -- which was a visual file and he looked

1 around -- I don't know for very long. It was less
2 than 30 minutes when they gave me or showed me the
3 conversion file or where I could go because I
4 wanted my son to do it. It was his work.
5 Q. Have you spoken to Mr. Hawkins since
6 leaving ADC Engineering?
7 A. Maybe once. I'm not sure. I don't --
8 I can't tell you. It's something -- I don't talk
9 to him. He's a young kid trying to get on with his
10 life and he ended up leaving ADC before my
11 termination.
12 Q. Okay. Have you communicated with any
13 employees of ADC Engineering since leaving in
14 September of 2014?
15 A. I was contacted by Johnny Haskins
16 probably a week after, I think after he had found
17 out that I was gone. He was just checking on me.
18 I asked how he got my phone number because it
19 wasn't available. But other than that, I saw Phil
20 Strope at the Citadel one Saturday afternoon and we
21 just, you know, said hello but nothing more than
22 that.
23 Q. Okay. You identified York Dilday as a
24 witness in this case?
25 A. York was the other young associate that

1 Josh had asked because he couldn't find the
2 conversion file. Josh had asked York if he knew of
3 a conversion file for the KML video file.
4 Q. You identify Larry Barthelemy as a
5 witness.
6 A. These are the numbers that you had
7 given me from the interrogatories. I wasn't going
8 to call him as a witness. This was based on the
9 telephone numbers that you were asking about.
10 Q. Okay. In terms of identifying --
11 A. Who they were.
12 Q. -- who the telephone numbers were?
13 A. Yes.
14 Q. Okay. Is that the same for
15 Ashton Davis?
16 A. Yeah. I mean, all those folks are, you
17 know, top of the line. They don't come much
18 better.
19 Q. Okay. If you'll bear with me, just so
20 I can make sure that I've connected these names
21 with cell phone numbers.
22 A. Okay.
23 Q. Bryant Stowe.
24 A. He's on the landscape side.
25 Q. Okay.

1 A. He would ask me periodically about the
2 Shem Creek Project and how it was going.
3 Q. Okay. Linda Page?
4 A. Is the mayor of Mount Pleasant.
5 Q. And Chris Nichols I asked you about
6 before?
7 A. Yes.
8 Q. How about Amanda Matlock?
9 A. She works ADC in the building envelope
10 division.
11 Q. Is she one of the telephone numbers
12 on --
13 A. I don't know. I don't know that she's
14 on the telephone numbers. I don't recall her being
15 on the telephone list.
16 Q. Do you know -- can you tell me what
17 information Ms. Matlock might have?
18 A. She might be able to share with you her
19 Facebook operations while at work.
20 Q. Okay. And does Ms. Matlock have any
21 Facebook operations related to any projects that
22 ADC Engineering is working on?
23 A. I don't think so.
24 Q. And to your knowledge, has ADC
25 Engineering ever received an electronic -- or

1 evidence preservation letter ever related to Ms.
2 Matlock?
3 A. Not that I'm aware of.
4 Q. And then you've got John Gerring?
5 A. Yeah. She was another young associate
6 who would ask me periodically how Shem Creek
7 Project was going.
8 Q. Okay. In relation to the telephone
9 numbers that I had asked and trying to connect to
10 the numbers, one of the numbers you identified was
11 Mark Lamb. I think you mentioned Mark's name
12 before, but can you tell me who Mark Lamb is?
13 A. He's a childhood friend. We've known
14 each other since we were nine or 10 years old.
15 Q. Was he one of the officers in Save Shem
16 Creek Corp.?
17 A. No.
18 Q. Is he related -- when I say related,
19 involved at all in Saving Shem Creek?
20 A. He has his comments. He is now an
21 administrator on the Saving Shem Creek page as of a
22 month ago.
23 Q. Okay. Where does Mark Lamb live?
24 A. In Mount Pleasant.
25 Q. To your knowledge, has he posted

1 anything on the four Facebook pages that you id
2 identified?
3 A. I'm sure he has.
4 Q. You will also identify one of the
5 numbers connected with Charlie Montgomery. Who is
6 Mr. Montgomery?
7 A. He's another childhood friend of mine.
8 Q. Is he in involved in any way with
9 Saving Shem Creek?
10 A. Just about everybody in Mount Pleasant
11 is involved in some way. There is -- Charlie
12 Montgomery and I are old friends. We used to play
13 guitar for years together, but, yeah, he's aware of
14 what's going on.
15 Q. I live in Mount Pleasant, Mr. Owens,
16 and I'm not involved in it.
17 A. Well, you're among the few.
18 Q. Okay. So Charlie Montgomery, is
19 he -- is he an officer in Saving Shem Creek Corp.?
20 A. No, he's not.
21 Q. To your knowledge, has he posted
22 anything on any of those Facebook pages we've been
23 talked about?
24 A. I'm sure he has.
25 Q. Okay. Noah Moore. Who is Noah Moore?

1 A. Noah Moore. Noah...
2 Q. Do you need a moment, Mr. Owens?
3 Why don't we take a break for just a
4 minute?
5 A. No. I'm good.
6 Q. Okay.
7 A. He is a neighbor who lost his son and
8 it happened to be my son's best friend and he's not
9 involved in Save Shem Creek either.
10 Q. Okay. Are you okay --
11 A. Lets's go.
12 Q. -- for me to go, to be able to go on?
13 A. Yeah. Let's go.
14 Q. How about Courtney O'Leary?
15 Is that a male or a female?
16 A. She's a female.
17 Q. Tell me who Courtney O'Leary is.
18 A. She is a reporter for the City Paper.
19 Q. Okay. Is she a friend of yours?
20 A. No.
21 Q. Okay. Will Haney?
22 A. Will Haney is a -- he is running for
23 council. He is an Op-Ed for the Moultrie News.
24 Q. Okay. For some reason I had his name
25 in my brain. Is he an officer of the Save Shem

1 Creek Corp.?
2 A. No, he's not.
3 Q. Okay. And then Joanna G-H-E-G-A-N?
4 A. Ghegan?
5 Q. Ghegan. Who is that?
6 A. She lives near the project side. She
7 feels she's an aggrieved homeowner in the area.
8 She and her husband are both physicians.
9 Q. Okay.
10 A. And she is -- her husband is a board
11 member, but she is not.
12 Q. Okay. Is Dr. Ghegan a friend of yours?
13 A. He has become a friend of mine through
14 this process.
15 Q. How about -- when I said doctor, I
16 meant the female, not the --
17 A. Oh, okay. Both of them have been -- I
18 have grown to know them through this process.
19 Q. Okay. Mr. Owens, if you'll give me
20 just a minute, I think I'm just about done. I
21 realize the other attorneys may have a question or
22 two.
23 A. Okay.
24 MR. EARLY: You want to talk to him or
25 just take check your notes?

1 MS. CHERRY: Do you mind just giving me
2 five minutes?
3 MR. EARLY: I'm going to switch seats
4 with you, if that's okay.
5 (A recess transpired.)
6 BY MS. CHERRY:
7 Q. You mentioned your wife earlier. Does
8 she work?
9 A. Yes.
10 Q. Okay. Where does she work?
11 A. Charleston Water Systems.
12 Q. And how long has she been there?
13 A. 16 years.
14 MS. CHERRY: I don't have any other
15 questions. Ryan, I'll move down in your spot.
16 EXAMINATION
17 BY MR. EARLY:
18 Q. Mr. Owens, are you okay to go ahead?
19 A. Let's roll.
20 Q. I'm Will Early. I represent Kirkman
21 Broadcasting or I think they're actually named as
22 Kirkman d/b/a WQSC. I may jump around a little bit
23 because Molly has covered a lot and I don't want to
24 plow through things that I've already covered. Are
25 you familiar with Kirkman Broadcasting Company?

1 A. Not very much.
2 Q. Have you listened to their broadcasts?
3 A. Sports radio. I have listened to Bryan
4 Crabtree.
5 Q. Are you aware Bryan Crabtree is no
6 longer on the air?
7 A. I am.
8 Q. Did you listen to Bryan Crabtree when
9 it took aired?
10 A. Only when directed to.
11 Q. You know Gil Kirkman?
12 A. No.
13 Q. Ever meet him?
14 A. No.
15 Q. Have you ever opinion on the WQSC
16 website?
17 A. I have.
18 Q. I'm not talking about the Facebook
19 page. I'm talking about the website itself.
20 A. Correct.
21 Q. Why and what are you on there for?
22 A. To take a look, to get information from
23 Bryan Crabtree and what he had stated about me
24 personally.
25 Q. All right. Do you understand that

1 bryancrabtreeshow.com is different than the WQSC
2 website?
3 A. It was on the WQSC site.
4 Q. What was on the WQSC's site?
5 A. I believe Bryan Crabtree's -- I believe
6 his points about me being a liar.
7 Q. Was it a link or what was it?
8 A. I don't know. It took on -- I took a
9 screen shot of it. It was on the WQSC website.
10 Q. Okay. That was we got in discovery --
11 and we can go through it. It is on my iPad -- is
12 screen shots from the Bryancrabtreeshow.com. Did
13 you take shots of both?
14 A. I think so. I think so.
15 Q. How about the WQSC Facebook page?
16 Ever been on that?
17 A. Possibly.
18 Q. Can you tell me specifically what you
19 saw about yourself on the WQSC website?
20 A. Comments that I'm most concerned about
21 was with -- was what Bryan Crabtree had to say. He
22 painted me to be two-faced and a liar.
23 Q. All right. Have you ever been on the
24 WQSC website for any other reason?
25 A. No.

1 Q. Have you listened to any program other
2 than the Bryan Crabtree show on any WQSC station?
3 A. Not that I'm aware of.
4 Q. Do you remember which station it was?
5 I'll tell you WQSC has four or five
6 different stations in Charleston.
7 A. I couldn't tell you.
8 Q. 910, 950?
9 A. I'm not sure.
10 MR. EARLY: All right. I'm not sure if
11 the complaint was marked.
12 MS. CHERRY: It was not.
13 (DFT. EXH. 19, Complaint, was marked
14 for identification.)
15 BY MR. EARLY:
16 Q. I want to go through a couple of
17 allegations with you. Have you ever seen this
18 document?
19 A. Yes.
20 Q. And you've read this document?
21 A. Yes.
22 Q. And you understand these are your
23 allegations against my client as well as others?
24 A. Yes.
25 Q. Okay. In Paragraph 6, on the second

1 page, you indicate that you learned of this
2 proposed high-rise parking garage office building.
3 That's what we've been talking about today so far?
4 A. Uh-huh.
5 Q. Yes? Say --
6 A. Yes.
7 Q. Do you remember how you learned about
8 this -- let's call it the project. If I call it
9 the project, can we stay on the same page?
10 A. Sure.
11 Q. Do you remember how you learned about
12 the project?
13 A. Yes. I was there by happenstance to
14 have the track and field in Mount Pleasant named
15 after Peyton Moore.
16 Q. Okay.
17 A. I was very instrumental in going
18 through council to get that passed. In fact, we
19 did it in less than 30 days.
20 Q. You want to take a quick --
21 A. No. So that's why I was there --
22 Q. Okay.
23 A. -- and I heard about it for the first
24 time.
25 Q. All right. When you say there, are you

1 referring to a town council meeting?
2 A. Yes. It was a town council meeting.
3 Q. Right from there at Houston Northcutt?
4 A. Correct.
5 Q. Okay. And that was a council meeting
6 around Christmas of 2013ish?
7 A. Yes. Yes.
8 Q. All right. And then --
9 A. I believe it was in January, to be
10 honest with you. Like I said, it was on or
11 about -- I'm not sure. I just know that I went
12 there to let the family know that it had been
13 approved.
14 Q. The council meeting -- we can find out
15 about because they have minutes and the council
16 meeting you're referring to. It's the one that
17 young Peyton had the thing named after him?
18 A. Yes.
19 Q. Further down, it says, he -- talking
20 about yourself -- and numerous other citizens way
21 of a petition. Is that the petition that you were
22 referencing earlier with Ms. Cherry about the
23 change.org?
24 A. That's correct.
25 Q. And, in fact, you testified earlier

1 that you started and created that petition,
2 correct?
3 A. Correct.
4 Q. And you formulated the language and
5 disseminated that yourself?
6 A. Yes.
7 Q. All right. And going to Paragraph 7,
8 you indicated that you along with other citizens
9 formed a Facebook Group, correct?
10 A. Yes.
11 Q. And you, in fact, you yourself formed
12 that group, correct?
13 A. I started it, yes.
14 Q. You started the page?
15 A. Correct.
16 Q. You were the first and at the time only
17 person to be able to --
18 A. The only administrator to be able to
19 provide any information.
20 Q. And just so we're all on the same page,
21 administrator means you're the only one that can
22 post on behalf of the group itself?
23 A. No. Anybody can post. No. That's not
24 true.
25 Q. Let's --

1 A. Only the administrator -- the
2 administrator can approve, but anybody can post.
3 It's a public page where anybody can post on it.
4 Q. All right. I guess what I want to
5 distinguish is post versus comment because there
6 was some of that earlier when were with going
7 through a different Facebook page.
8 When you used the term post, are you
9 saying that anybody can actually make a post on
10 behalf of Save Shem Creek other than yourself?
11 A. Anybody that is a member of the site
12 can post, not only post but by comment. Only
13 members -- only members can comment and post.
14 Q. All right. So myself not being a
15 member of the Save Shem Creek Facebook page --
16 A. Saving Shem Creek.
17 Q. I'm sorry.
18 A. That's okay.
19 Q. -- Saving Shem Creek, I can go on and
20 post?
21 A. You could not go on and post, not being
22 a member.
23 Q. Any member can post and any member can
24 comment?
25 A. Correct, but you can review, not being

1 a member, what's on that site.
2 Q. So what does an administrator have that
3 a regular member does not have by way of editing or
4 adding or anything else?
5 A. Adding files, Number 1. That's the
6 administrator's duty is to add files. Number 2 is
7 to accept membership.
8 Q. So since there are memberships, is it a
9 closed page or an open page?
10 A. It's an open page.
11 Q. I'm having a little trouble with that.
12 A. I understand.
13 Q. Okay. If I ask you to be a member of
14 the Saving Shem Creek Facebook page, it's in your
15 discretion, yours meaning Mr. Owens's discretion,
16 to allow or disallow me to be a member, correct?
17 A. Yes, or any of the other
18 administrators.
19 Q. But at the time you were the only
20 administrator?
21 A. Correct.
22 Q. When did this -- when did you allow
23 others to become -- is it administrators or
24 moderators?
25 A. It's administrators and this was before

1 I was terminated with ADC.
2 Q. That you allowed others to become
3 administrators?
4 A. Administrator.
5 Q. And you went through a list earlier, I
6 think, of who the administrators are.
7 A. Yes.
8 Q. Can anybody delete a post who's a
9 member or do you have to be an administrator?
10 A. You have to be an administrator.
11 Q. You had mentioned earlier you have
12 deleted posts that your brother Vernon has made,
13 correct?
14 A. And others. If there were any other
15 kind of derogatory comments, I have deleted them.
16 Q. That was going to be my question.
17 Who, other than your brother's posts,
18 have you deleted?
19 A. I'm not sure. Anybody that was
20 derogatory or anybody that was inflammatory or
21 anybody that was pointing fingers of blame.
22 Q. Any slanderous comments?
23 A. If there were, they would get deleted
24 and make a comment, message them. I mean, there
25 were some maybe lifelong members of Mount Pleasant