

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Appellant case No. 2023-001619

Richland County Court Case No. 2023-CP-40-00017

Willie J. Bennett.....Appellant,

Sasha N. Gray, Claire H. Eckert.....Respondent.  
and Chick-Fil-A, Inc.

**APPELLANT’S TRANSCRIPT OF JUNE 27, 2023**

Appellant originally filed notice to the Court of receipt of Transcript October 24, 2023. This current filing of Appellant’s Motion Hearing Transcript of June 27, 2023, is submitted to ensure Defendants’ Attorneys is in receipt of copies. See attached Exhibit A, Appellant’ Transcript, Exhibit B, Transcript Invoice, Exhibit C. Transcript payment receipt.



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October 30, 2023

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EXHIBIT A



I N D E X

(There were no witnesses called)

E X H I B I T S

(There were no exhibits submitted)

P R O C E E D I N G S

1 THE COURT: Good morning, everyone.

2 THE CLERK: This case may be all we have for the  
3 morning. It's Willie Bennett vs. Sasha Gray, et al,  
4 2023-CP-40-00017.  
5

6 There's multiple motions on this case, Judge.

7 THE COURT: All right. Mr. Bennett, are you there?

8 MR. BENNETT: Yes, I am.

9 THE COURT: Good morning, sir.

10 And then who is on the other side?

11 MS. BRUDVIG: Kelsey Brudvig of Collins and Lacy here  
12 on behalf of Sasha Gray and Claire Eckert, who's an improper  
13 party, and 2CE, LLC. I do have the Eckerts with me, Chris  
14 Eckert and Claire Eckert, as well as personal counsel, David  
15 Marshall has joined us as well.

16 THE COURT: Good morning, everyone.

17 MS. MAHON: Let me just add, Christy Mahon for  
18 Chick-Fil-A, Inc., improperly named, the proper name is CFA,  
19 Inc.

20 THE COURT: I'm getting a lot of echos. Can everyone  
21 be on mute unless they're actually talking?

22 The first motion, it looks like is a motion to compel.  
23 Who filed the first motion, the motion to compel?

24 MS. BRUDVIG: Your Honor, that may be our motion.  
25 There are, I believe, six motions. But begging the Court's

1 indulgence, it may be better to take them a little out of  
2 order than they're listed on the actual roster. It may just  
3 make more sense in the way that they were filed.

4 That first motion being a Rule 17 motion to substitute  
5 parties if the Court would like to go that way or we can go  
6 in the order that they appear, but the first motion may lay  
7 some background that feeds into the other pending motions.

8 THE COURT: Yes, ma'am, that's fine. You can proceed  
9 with that.

10 MS. BRUDVIG: Thank you, Your Honor. May it please the  
11 court. We're on behalf of Sasha Gray and Claire Eckert.  
12 Claire Eckert being an improper party to this case. We have  
13 filed a Rule 17 motion.

14 This case arises out of a July -- excuse me, June 2022  
15 motor vehicle accident in the Chick-Fil-A parking lot at the  
16 Garners Ferry Road. Sasha Gray, who was a team member of  
17 2CE, LCC, which owns and operates the Chick-Fil-A branded  
18 restaurant there was driving a vehicle coming back from a  
19 delivery. Mr. Bennett's vehicle, I understand, was parked  
20 in a parking space and as Ms. Gray proceeded through the  
21 parking lot and was pulling into a space, her front right  
22 passenger side made contact with Mr. Bennett's left rear  
23 bumper. That's just the basic facts of the case.

24 Suit was filed in, I believe, January of this year  
25 alleging property damage and personal injury. We'll get

1 into some of those issues on the motions that are pending.

2 Mr. Bennett filed suit against Sasha Gray, who was the  
3 driver. We contend she's the proper party. Chick-Fil-A,  
4 Inc., who we do not believe to be a proper party under the  
5 franchise agreement. And Claire Eckert, who is simply a  
6 team member employed by the LLC, but has no direct  
7 management, direction, control of Ms. Gray or any other team  
8 members there at the LLC. The only proper substituted party  
9 to come in would be 2CE, LLC.

10 Your Honor, we have attached to that motion that was  
11 filed in February, the motion to substitute portions of the  
12 franchise agreement, that's an agreement between Chris  
13 Eckert and Chick-Fil-A, Inc. Then there was on the same  
14 date executed an assignment agreement and that is between  
15 Chick-Fil-A, Chris Eckert and 2CE, LLC. What that  
16 assignment agreement did was transfer all rights and titles  
17 that Chris Eckert had under the franchise agreement solely  
18 to 2CE, LLC.

19 And 2CE, LLC then by way of a transfer of title,  
20 obligations and responsibilities, you refer back to the  
21 franchise agreement, which says you run the day-to-day  
22 operations. If there is an incident that occurs that  
23 involves you, a team member or anyone under your control,  
24 that is on the owner/operator, which under the assignment  
25 agreement, runs to 2CE, LLC.

1           We, last week, filed two affidavits, one from Chris  
2           Eckert, who is the sole member of the LLC, and one from  
3           Claire Eckert, both which articulate, one, that Mr. Eckert  
4           is the sole member of the LLC, the LLC owns and operates the  
5           Chick-Fil-A branded restaurant, Chick-Fil-A, Inc., does not  
6           have any control over the day-to-day operations, does not  
7           have any control over team members and their actions. And  
8           that Claire Eckert, one, does not have knowledge of the  
9           substantial facts of this incident nor is she a member of  
10          the LLC and she does not control, direct, manage or  
11          otherwise supervise any of the delivery drivers.

12           So we would ask under Rule 17 supported by the  
13          franchise agreement and the assignment agreement that the  
14          proper party to be substituted in, the improper party to be  
15          substituted out, the caption should then read Willie Bennett  
16          vs. Sasha Gray and 2CE, LLC.

17           I'm happy to answer any questions that the Court may  
18          have concerning the affidavits, the motion as well as the  
19          agreements that are attached. But I think that that's kind  
20          of dispositive of some other motions we have pending, which  
21          is why I wanted to address that first, Your Honor.

22           MS. MAHON: And, Your Honor, for the record,  
23          Chick-Fil-A, Inc., which was improperly named, joins in that  
24          motion.

25           THE COURT: Thank you, Ms. Mahon.

1 Any response, Mr. Bennett?

2 MR. BENNETT: Yes, can you hear me okay? Can you hear  
3 me?

4 THE COURT: Yes, sir, I can hear you.

5 MR. BENNETT: First of all, I agree with what the  
6 attorneys said to some extent. I was legally parked with my  
7 engine off when I was struck in the rear by a Chick-Fil-A  
8 employee driving a 2019 Honda with the Chick-Fil-A image on  
9 it.

10 First of all, I'd like to object to a comment the  
11 attorney has made. She said that an affidavit has been  
12 submitted attesting to the ownership of the Eckerts. In the  
13 motion -- excuse me, the hearing that you set for the  
14 motion, it's stated that any memorandum, brief or other  
15 documents not submitted, I believe it's by the 17th, this  
16 past Wednesday, will not be acceptable or admitted into this  
17 hearing.

18 Now, the affidavit in which she submitted was signed on  
19 the 23rd of this month, which was Friday, and I received it  
20 at five o'clock in the mail yesterday, so, therefore, I  
21 object to that affidavit being entered into the motion.

22 THE COURT: Mr. Bennett, what I will do is I will leave  
23 the record open if you would like to submit an opposing  
24 affidavit. How long do you need? Would by the end of the  
25 week give you sufficient time to respond to the affidavit if

1 you need to?

2 MR. BENNETT: It would be probably the first part of  
3 next week. Is that too long?

4 THE COURT: No, that's fine, sir. Say, by Monday?

5 MR. BENNETT: By Monday, yes, I'll have it in the mail.

6 THE COURT: All right, sir, so you can respond with  
7 your affidavit by Monday for my consideration.

8 Other than that issue, you said you agreed with some of  
9 what she said as far as the ownership and the franchise  
10 agreement. Do you concur with who the proper parties are?

11 MR. BENNETT: No, I don't, in part. I agree that Chris  
12 Eckert, 2CE, LLC should be amended and put on the claim.  
13 And that's further down the road when I ask for an  
14 extension. And there's a motion pending that I ask the  
15 Court to extend the time that I could come without  
16 permission of the Court to file an amendment.

17 Now, Ms. Eckert, the Defense attorney is stating is not  
18 the proper claimant. I find that she is. On the accident  
19 incident report by Columbia PD, she is listed as --

20 Someone is speaking in back of me.

21 The incident report filed by the Columbia PD indicated  
22 that the insurer of that vehicle, the person that's insured  
23 is Claire Eckert, Ms. Claire Eckert. And, therefore, for  
24 that reason, I contend that she is the proper Defendant in  
25 this lawsuit. She insured the vehicle in which one of her

1 drivers were using when she hit me. In addition, the 2019  
2 Honda was a Chick-Fil-A image vehicle with the chicken head  
3 on it and writing saying Chick-Fil-A. Therefore, I contend  
4 she is a proper Defendant in this case.

5 THE COURT: Mr. Bennett, what I will do is I will take  
6 a look at what you submit as far as your affidavit along  
7 with everything that's been submitted in the case, take a  
8 look at it and let you know -- let all the parties know my  
9 opinion.

10 MR. BENNETT: Yes, ma'am.

11 THE COURT: I would like for the parties to submit hard  
12 copies of everything that's been filed to my chambers for my  
13 review. If y'all would do that, I would appreciate it.

14 MR. BENNETT: So that I can understand, what I've  
15 previously submitted and clocked in at the clerk of court's  
16 office, you want me to resubmit that to you?

17 THE COURT: I would appreciate it if you would mail me  
18 -- I'm located in Dorchester County. If you would mail a  
19 copy to my chambers, which the clerk of court can give you  
20 that address, of what's been submitted.

21 MR. BENNETT: Okay. I can do that.

22 THE COURT: Thank you.

23 What is the next motion?

24 MR. BRUDVIG: Your Honor, the next one, I believe, is a  
25 motion to compel some discovery responses of Mr. Bennett.

1 There's two motions to compel, one that's filed by the  
2 Defendants and one that's filed by Mr. Bennett. I'll go  
3 ahead and address the one filed by the Defendants because  
4 they're not really interrelated at all.

5 As I had mentioned in the first motion, Mr. Bennett has  
6 made claims for property damage and personal injury. The  
7 case was -- the claim was filed not long before suit was  
8 filed in January. At the time the claim was filed, Mr.  
9 Bennett did not submit any supporting documentations  
10 regarding property damage or anything related to medical  
11 treatment or medical bills indicating any injuries he  
12 sustained on June 17th, 2022.

13 We had asked in discovery for Mr. Bennett to identify  
14 providers as well as produce medical records that he  
15 believed to be related to this accident. We've also asked  
16 for photographs, repair estimates, anything related to the  
17 property damage claim.

18 The first set of responses we got from Mr. Bennett  
19 related to medical records were that nothing was in his  
20 possession, that he was continuing to treat. I think in the  
21 first set of discovery responses, he did not even provide  
22 the providers. We sent a followup letter saying in order to  
23 support your claim and for us to evaluate your claim, we  
24 need documentation from medical providers or, at the very  
25 least, provide the provider information.

1           He did provide some provider information. I can't tell  
2 from the responses if those are related to this incident or  
3 if those are just a list of providers he has at one point  
4 treated with. We have proactively sent subpoenas to those  
5 providers. I think we have one response maybe from Prisma  
6 that is quite lengthy, but we cannot tell what is related to  
7 the incident versus what is treated outside of what he  
8 claims in the incident. He is yet to provide the actual  
9 medical bills or records stating they're just not in his  
10 possession.

11           Your Honor, just as counsel to defendants have to  
12 routinely go to the named parties to say we need these  
13 documents to answer discovery, I think Mr. Bennett, also,  
14 has an obligation to obtain those medical records that he  
15 can get in his possession from the providers and provide  
16 them to us. Otherwise, we're just getting handed a stack of  
17 medical records from providers for ten plus years of  
18 treatment, not understanding or knowing what Mr. Bennett is  
19 claiming related to this incident.

20           Related to that is the damages related to the property  
21 damages. This somewhat goes to Mr. Bennett's motion to  
22 compel, which deals with insurance information. But we have  
23 asked for either repair estimates or, at the very least, we  
24 would like to see photographs of the damage that he's  
25 claiming. Mr. Bennett says I don't have photographs in my

1 possession. Can he take photographs? That's what we're  
2 asking the Court to consider and produce those to us. And  
3 we'd also ask that he submit a repair estimate if there is  
4 one or, you know, even whatever Mr. Bennett believes the  
5 property damage to be.

6 We are seven months into litigation. I have nothing in  
7 my file to indicate to me what his injuries are, what his  
8 medical bills are, what his property damage is or even what  
9 his property damage looks like. And so we'd ask the Court  
10 to compel Mr. Bennett to provide that information to us,  
11 whether it's photographs he needs to take of the purported  
12 damage, whether it's going to providers to obtain medical  
13 records and bills specifically related to what he is  
14 claiming his injuries are in this accident as well as any  
15 repair estimate that he's been provided by any repair shop.

16 THE COURT: Mr. Bennett, is there a reason you haven't  
17 provided those documents as requested through discovery?

18 MR. BENNETT: I'm sorry, I couldn't understand you?

19 THE COURT: Is there a reason that you have not  
20 provided the documentation that was requested through  
21 discovery?

22 MR. BENNETT: There certainly is. And I'd like to say  
23 that the Defense attorney has taken it to her advantage to  
24 jump ahead of some of the motions that I've filed for  
25 discovery, but I'll try to keep track and pace it as she

1 mentioned it.

2 With the vehicle, number one, no, I do not have any  
3 photos. And it's in response to her discovery in a file  
4 that I tried on several attempts to get information on her  
5 insurance company so I could take my vehicle and get an  
6 estimate and get a repair.

7 On the 21st of December, I received an e-mail from her  
8 human resource officer stating the insurance company and a  
9 phone number. I called that insurance company and they  
10 talked to me about 15 or 20 minutes as though they were  
11 taking a deposition. They told me this is not a claim  
12 center. They were just trying to get information from me,  
13 my injury, how much my income is, where I live, how many  
14 accidents I've been in and so on. Again, her human resource  
15 officer did provide an insurance policy number. Well,  
16 that's fine. I got no worry there.

17 During discovery, the defense attorney gave me an  
18 insurance policy number that was different from what the  
19 human resource officer gave me. And she would not give me a  
20 phone number so I can call and coordinate with the insurance  
21 company of Chick-Fil-A. And when I went through and finally  
22 found a number and I spoke to a Brenda, she said she was not  
23 allowed to talk to me or file any claim per the advice of  
24 her attorney. And I said, Well, I need to get this  
25 information in order to take my vehicle in.

1           At the same time, I scheduled an appointment to take my  
2 vehicle in on 3-May and I spoke to this Defense attorney and  
3 she made no effort to coordinate this or allow me to talk to  
4 anybody.

5           Now, the repair shop at this point, I'm coming in with  
6 two different claim numbers. There's nobody who which they  
7 can call and confirm this and they told me right out, if we  
8 do an estimate, you will not get it at the insurance rate  
9 and if the insurance company come in at a later date, we  
10 will not change it. Once that vehicle is locked in the  
11 system, you will pay out of your pocket at that rate.

12           I submitted a subpoena to try to get the information  
13 and it was sent to me. And the insured is not Ms. Claire  
14 Eckert, it's someone else. I went to the repair shop and  
15 showed him that and he just put me out and said I'm not  
16 going to do any business with you until we come in with  
17 something that's concrete.

18           I tried on my part. I've gotten two erroneous claim  
19 numbers. And then the insured is not the person on the  
20 police incident report, Ms. Claire Eckert. I got back with  
21 the Defense attorney and told her that and she just took it  
22 as I'm just sort of a so what.

23           Additionally, I told her that I would not take any  
24 pictures or submit anything because it's of record. The  
25 proper way to do that is for me to take my vehicle to the

1 shop, let them get the estimate and everything from an  
2 official legal standpoint and it would be submitted to her.  
3 That's just simple as that. I can't do no more and it's in  
4 my response.

5 THE COURT: Mr. Bennett, you understand that since you  
6 have filed suit pro se without the help of an attorney that  
7 you are held to the same standard as an attorney and  
8 understanding the rules of evidence and what must be  
9 submitted. Discovery is part of the litigation process.

10 As far as submitting documentation and answers to  
11 discovery requests as to what are your damages, what is the  
12 property damage, what are your medical bills, if you don't  
13 provide that information, the Court can strike it. So,  
14 basically, if you don't provide that information for them to  
15 have to move to compel you to provide the information that  
16 is proper to turn over for discovery, you can end up having  
17 to pay their attorney's fees and you can end up having some  
18 of that evidence struck for not properly producing it on  
19 time in part of the litigation process.

20 If you're making a property damage claim, you need to  
21 either submit evidence as to what that property damage is  
22 that you're claiming based upon estimates of what it's going  
23 to cost you to get your car fixed and your medical  
24 provider's information as to what's your injuries that  
25 you're claiming from this particular accident so they know

1 what they're dealing with. I mean, that way, they can --  
2 please don't interrupt me. That way, they can properly  
3 assess what your damages are and what this case is involving  
4 so they can potentially either settle with you or move the  
5 case to trial. But you are required to provide that  
6 information as part of the litigation process.

7 I understand that you're representing yourself, but  
8 you're also bound to the same rules of discovery as if you  
9 were an attorney. So you need to please keep that in mind.  
10 I would, actually, encourage you to seek counsel to help you  
11 navigate this process a little bit so that you don't get  
12 stuck A, paying for all the attorney's fees for discovery  
13 process, which could add up to a lot when motions to compel  
14 are involved; and B, making sure that you get everything  
15 that you're entitled to if you are entitled to something.  
16 But you've got to produce that documentation.

17 MR. BENNETT: May I speak?

18 THE COURT: Yes, sir.

19 MR. BENNETT: I'll address the medical records, but  
20 just a final comment on the vehicle. I feel that I'm  
21 entitled to get my vehicle fixed. The person hit me, it's  
22 indicated on the police report that she is at fault and I  
23 believe that I'm entitled to the Defense to provide the  
24 proper insurance information so I can take my vehicle in.

25 THE COURT: Mr. Bennett, again, this process is a

1 little different. Just because you believe you're entitled  
2 to something doesn't make that the burden of proof. You  
3 have filed suit. If you have damages, you need to submit  
4 what the bills are, evidence of what they are. I mean, a  
5 police incident report is, actually, considered hearsay, is  
6 not even admissible in a trial.

7 So you need to turn the information over so they know  
8 what they're dealing with. I understand that you believe  
9 you're entitled to get your car fixed, but you've got to be  
10 able to prove it. You've initiated litigation without an  
11 attorney, so you're bound by the rules of litigation.

12 MR. BENNETT: I'll provide that information on the  
13 vehicle.

14 THE COURT: Thank you. Let's move on to your medical  
15 records.

16 MR. BENNETT: Okay, the medical records. I talked to  
17 the attorney. I do not have those medical records in my  
18 possession. And as I spoke to her, I signed a release to my  
19 doctor's office. They don't keep the records there. It's a  
20 third party. I don't know who the third party is. But I  
21 signed a release and asked them to send me those medical  
22 records. I haven't received them and I told the Defense  
23 attorney.

24 Subsequently, right after that, I signed a second  
25 request and I spoke to the doctor and administration and

1 requested to release all medical information. I gave the  
2 address. And as of today, they have not provided me any  
3 medical information.

4 Now, the defense attorney did go with a subpoena. I  
5 gave her all the information of the doctor. I don't know  
6 whether she has received that information or not, I haven't  
7 been told, but I'm still trying to get it from the hospital.  
8 I have no control over that.

9 THE COURT: So it sounds like you're starting to get on  
10 the right track as far as getting all the medical records.  
11 It sounds like she subpoenaed some of your medical records,  
12 but when they sent a lot of things over, it has a lot of  
13 things that may not be related to this accident. So it's  
14 incumbent --

15 MR. BENNETT: Well --

16 THE COURT: Hold on a second. It is incumbent upon you  
17 when you're making the claim to prove your claim as to what  
18 is related to this accident. So I'll give you 30 days to  
19 get with your medical providers and to get those medical  
20 records and narrow down what is related to your accident,  
21 what are your injuries? They don't need to know you're  
22 entire medical history, they just need to know what you're  
23 claiming your injuries are as a result of this accident.

24 So I understand you don't have them in your possession,  
25 but they're your medical records and you're able to get

1       them. Just as if you were an attorney, you could get your  
2       medical records. So I'm going to give you 30 days to get  
3       those medical records and produce them to the other side.

4             MR. BENNETT: All right.

5             THE COURT: Any other documentation that we need to  
6       talk about that needs to be turned over?

7             MS. BRUDVIG: I don't believe so. I do want to make  
8       one comment for the record about the insurance information  
9       because Mr. Bennett -- it's related to -- I think he was  
10      trying to jump to his motion to compel, which he, I think,  
11      articulated his arguments with it with regard to policy  
12      information.

13            Before we were involved, I don't know if it was a  
14      scrivener's error or a typo when the policy information was  
15      sent to Mr. Bennett from a manager at the restaurant,  
16      putting that aside, through the course of discovery, we have  
17      produced the dec page showing coverage.

18            Mr. Bennett is correct, Ms. Eckert is not the named  
19      insured because, again, she's not a proper party to this  
20      action. It, actually, is issued to -- it's a co-op policy  
21      issued to Co-Op PG, Inc. or LLC, owner/operator, so the  
22      owner/operators are then insured under the endorsement  
23      papers. So it is the proper insurance information provided.

24            I'm not familiar with submitting that stuff to a repair  
25      shop, what is necessary to even get an estimate, all of that

1 stuff, so I'm not going to question Mr. Bennett on that, but  
2 just so the record is clear, we have produced the applicable  
3 DEC page and policy information.

4 I would, also, just ask that -- I'm trying to  
5 eloquently word this to Your Honor, you know, now that  
6 litigation has commenced, Mr. Bennett -- we ask that Mr.  
7 Bennett direct communications to my office. He has made  
8 phone calls to the insurance company and the TPA, who have  
9 relayed to him to communicate with me. We would just ask  
10 that those communications cease and that all communications  
11 be directed to my office.

12 THE COURT: So Mr. Bennett, once litigation starts,  
13 counsel is the proper person for you to communicate.

14 MR. BENNETT: I am in agreement with doing that and I  
15 believe she has taken that to her advantage. I contacted  
16 the insurance company before she told me not to talk to them  
17 anymore. And I only did it once. And once she said hey,  
18 that's my client, I have not made any contact with any of  
19 her witnesses or anyone else. So I'd just like to be clear  
20 on that.

21 THE COURT: Yes, sir. It's not a problem as long as  
22 we're all on the same page now. Just make sure you contact  
23 with counsel rather than with her client.

24 Anything else from defense from this standpoint?

25 MS. BRUDVIG: Not on this motion, Your Honor. I think

1 we only have one more motion that was filed by the  
2 Defendant.

3 THE COURT: Mr. Bennett, tell me about your motion.

4 MR. BENNETT: I need to look at it just a second.

5 THE COURT: I'm going to hop off two seconds, I'll be  
6 right back.

7 (Pause.)

8 THE COURT: All right. Sorry about that.

9 Mr. Bennett, are you ready to proceed?

10 MR. BENNETT: I'm trying to unmute. Okay.

11 Can you hear me okay?

12 THE COURT: Yes, sir, you may proceed.

13 MR. BENNETT: I have a motion to extend the time that I  
14 can amend my claim. According to the rules as I interpret  
15 it, I had X number of days from the date of filing the  
16 action to amend my claim. And I would like to amend the  
17 claim -- it says without permission of the Court. So I'd  
18 like to amend my claim to the Defendant says that I see that  
19 are proper in this case.

20 THE COURT: Let me ask you this, Mr. Bennett, who do  
21 you think is the proper party that you need to add?

22 MR. BENNETT: There's one. Of course, it is the 2 --  
23 Chris Eckert, the 2CE, LLC and there could be one other  
24 possible. And I need to do my homework first before I make  
25 that statement. I need to complete discovery and look at

1 everything. And that will probably take me another -- by  
2 Monday of this week coming.

3 THE COURT: What's the response from the Defense?

4 MS. BRUDVIG: I think that's in line with our Rule 17  
5 motion. Obviously, there's substitution of 2CE into the  
6 case we would consent to under our previously filed motion.  
7 I'm not sure of the other entity or individual Mr. Bennett  
8 is, also, seeking to add. So, at this point, I don't have a  
9 response.

10 I think the proper mechanism is just file a Rule 15(a)  
11 motion to the extent he wants to amend and -- to the extent  
12 he wants to amend and that we don't consent. I think based  
13 off of my prior arguments, I do think there would be consent  
14 on an amendment to add 2CE, LLC. But, again, I don't really  
15 have a response to the latter portion because I'm not sure  
16 of the individual or entity he, also, seeks to add.

17 THE COURT: So, Mr. Bennett, it sounds, obviously, that  
18 your motion is somewhat in line with their motion to amend.  
19 So, again, I'll give you until Monday to file whatever  
20 affidavit in the initial phase of that. If after you do  
21 whatever discovery or homework that you feel that you need  
22 to do to figure out any other party that you think may be  
23 pertinent, then you need to file the proper motion to do so.

24 MR. BENNETT: Your Honor, just so I can be clear, as  
25 we're talking now and as it stands, a decision has not been

1 made to remove Claire Eckert as a Defendant?

2 THE COURT: I'm going to look at the filings. I don't  
3 have the paperwork in front of me as to what has been filed,  
4 the affidavits. I was going to give you till Monday to  
5 respond to the affidavit that you objected to and then I'll  
6 take a look at everything in the record. That's why I've  
7 asked for everyone to mail me hard copies of everything.  
8 I'm kind of hard school, I like the paper of everything for  
9 me to review and then I will make a decision.

10 But in the meantime, I'm going to ask for proposed  
11 orders from counsel based upon what the arguments have been.  
12 And if I need a proposed order from you, Mr. Bennett, I'll  
13 ask separately so that you don't have to draft something  
14 quite yet unless it's needed. I can have my law clerk  
15 contact all the parties if that's something that's necessary  
16 later. Okay.

17 MR. BENNETT: Okay.

18 THE COURT: So counsel, if you would submit those  
19 documentations to my chambers along with proposed orders, I  
20 would appreciate that. Hopefully, I'm not cutting anybody  
21 else off that needed to speak on any of these motions.

22 MS. BRUDVIG: We have one more pending motion, Your  
23 Honor, I apologize. I think it's relatively  
24 straightforward. It's a motion for protective order or a  
25 motion to quash.

1           Mr. Bennett had filed -- or served Ms. Eckert -- again,  
2 we will -- I hate to belabor the point, an improper party to  
3 this action with a subpoena as well as a deposition notice  
4 and subpoena for appearance at a deposition.

5           The subpoena for document production was, also, sent to  
6 the other Defendants. We did provide a response to that. A  
7 lot of it dealt with the insurance information, which we,  
8 again, relayed to Mr. Bennett that information. Otherwise,  
9 there's nothing in Ms. Eckert's possession responsive to the  
10 documents. And because she's an improper Defendant, we  
11 would just ask that the subpoena be quashed until the  
12 decision is made on the Rule 17 motion and following from  
13 that, the appearance for the deposition pursuant to subpoena  
14 for the same reasons.

15           We've articulated in an affidavit from Ms. Eckert that  
16 she has no information regarding this incident. She's not  
17 an owner/operator. She's not a member of the LLC. So she  
18 would have no relevant information. We'd like to keep -- so  
19 the discovery, even under Rule 26 that provides for broad  
20 discovery, we'd like to try and keep it as limited and  
21 specific to the facts at hand and not some fishing  
22 expedition based off of the subpoena duces tecum and the  
23 subpoena for appearance for a depo.

24           THE COURT: All right. Mr. Bennett, as far as that  
25 goes, obviously, I will need to make a decision first

1 whether or not she's a proper party to this action based  
2 upon what is going to be submitted to my chambers next week.

3 MR. BENNETT: Okay.

4 THE COURT: If she's not a proper party, then I will  
5 grant their motion to quash that. If she is a proper party,  
6 what we could do then is I can look and see what you've  
7 filed and then issue an order accordingly.

8 MR. BENNETT: Okay.

9 MS. BRUDVIG: Thank you, Your Honor.

10 THE COURT: Thank you.

11 Anything else from anyone else that needed to say  
12 anything?

13 MR. BENNETT: Can you just give me about 30 seconds to  
14 look over the paperwork to see if I missed anything?

15 THE COURT: Certainly.

16 (Pause.)

17 MR. BENNETT: I don't know if it's mentioned or if it's  
18 understood by the Court, but the Defense attorney did submit  
19 a motion for a protective order. Have we talked about that  
20 or is that a moot issue at this point?

21 THE COURT: Yes, sir, that was -- the last thing we  
22 discussed was the protective order, whether Ms. Eckert is a  
23 proper party or not. And if I find that she's not a proper  
24 party, of course, that would not be in play.

25 So, again, I'll take a look at everything that's been

1 filed in the proposed orders and that may be a moot factor  
2 depending on whether or not she is a proper party.

3 MR. BENNETT: Yes. Just one more thing I have so I can  
4 turn off this computer with a clear understanding. What you  
5 need me to submit to you is an affidavit as to why Ms.  
6 Eckert, Claire Eckert should be a party to this action. Am  
7 I correct?

8 THE COURT: Your affidavit is in response to their  
9 affidavit. I haven't looked at it, so I don't know. But  
10 I'm giving you time to respond to their affidavit. So if  
11 you would submit that to my chambers, I would appreciate  
12 that.

13 MR. BENNETT: Okay. And after we've talked about this,  
14 are you going to -- it's been a lot and I don't want to miss  
15 anything. Are you going to submit an order or a brief so  
16 I'm allowed to encapsulate and understand everything that  
17 has gone on and respond to it? I do understand about the  
18 vehicle and getting an estimate in and the doctors' letters  
19 and responding to her affidavit of a couple of days ago. Is  
20 there anything else that I need to -- and to mail you copies  
21 of all of my actions, motions and response to her motions.  
22 Is there anything else that I, perhaps, have missed?

23 THE COURT: No, sir, I think you have it all. I've  
24 asked counsel to draft a proposed order with the rulings  
25 that have been articulated here this morning as well as

1 proposed orders for anything that will be outstanding. That  
2 way, it's not upon you to draft the orders and I can look at  
3 them and change them accordingly, depending on my ruling.  
4 But I'm giving you 30 days to respond and submit the  
5 documentation that was requested. If not, you'll end up  
6 having to pay for the attorney's fees.

7 MR. BENNETT: Okay. I understand.

8 THE COURT: Anything further from anyone?

9 MS. BRUDVIG: No, Your Honor.

10 THE COURT: Everyone have a nice day.

11 MR. MARSHALL: Thank you, Judge. Good to see you.

12 THE COURT: You, too.

13 MS. MAHON: Thank you, Your Honor.  
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11  
12 October 13, 2023

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**EXHIBIT B**



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

Penny Johnson  
Official Court Reporter

405 Woodvale Lane  
Aiken, SC 29801

**INVOICE**

October 13, 2023

Mr. Willie James Bennett  
113 Healing Springs Road  
Hopkins, SC 29061

RE: Willie J. Bennett vs. Sasha N. Gray, Eckert Eckert and Chick-Fil-A

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Maite Murphy, Circuit Court Judge

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Appellant case No. 2023-001619

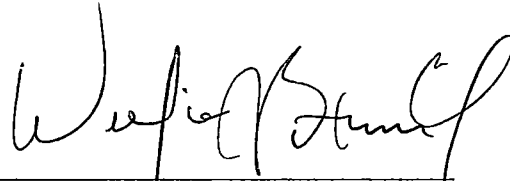
Richland County Court Case No. 2023-CP-40-00017

Willie J. Bennett.....Appellant,

Sasha N. Gray, Claire H. Eckert,  
and Chick-Fil-A, Inc..... Respondent.

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The undersigned certifies that copies of the enclosed Appellant's Court Transcript, Transcript Invoice, and Transcript Receipt filed October 30, 2023, has been sent to the below Attorneys of record via United States Mail, postage prepaid, October 30, 2023.



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