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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court Judge

Appellate Case No. 2023-001000

Glenn C. Odom.....Appellant,

-v-

John Campolong and A.C. McLeod.....Defendants,

Of whom John Campolong is the.....Respondent.

**RECORD ON APPEAL
VOLUME 1 OF 3**

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**STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD**

Glen C. Odom,

Plaintiff,

-vs-

John Campolong and A.C. McLeod,
Defendants.

**IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-13-00275**

**ORDER GRANTING SUMMARY
JUDGMENT FOR DEFENDANTS
JOHN CAMPOLONG AND
A.C. MCLEOD**

FILED
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CLERK OF COURT
JOHN E. GADDY
COUNTY, S.C.

This matter was before the Court on motions for summary judgment filed by Defendants John Campolong and A.C. McLeod. Present for Plaintiff was attorney John E. Parker and attorney John E. Parker, Jr.; for Defendant Campolong was attorney John McCants; for Defendant McLeod was attorney Monica Towle. Oral arguments were heard at the hearing and all parties were given the opportunity to submit supplemental memorandums to the Court following the hearing. Having considered all the evidence presented at the hearing, the filings in this case, and the arguments of counsel, the Court now grants **partial summary judgment** for McLeod, and grants **summary judgment** for Campolong.

I. PROCEDURAL BACKGROUND

On April 23, 2018, Plaintiff Odom commenced this action alleging that the Defendants entered into a civil conspiracy to harm Odom in 2012, and further that the Defendants publicly defamed Odom on multiple subsequent occasions. After some time had passed, with both sides engaged in discovery and motions practice, the Defendants moved for summary judgment arguing that any statements alleged to have been made were within the scope of the Defendants' roles as town council members and thus were privileged and immune from litigation. The

Defendants additionally posited that the claim of civil conspiracy was time-barred by the three-year statute of limitations.

On August 17, 2022, the Court held a hearing on the summary judgment motions and each party gave oral arguments. During the hearing Odom abandoned his claim for libel and limited his defamation claim to slander alone. At the conclusion of the hearing the parties requested and were granted leave to file supplemental memoranda in support of their positions. After receipt of all supplemental material, the Court has reached its decision as to summary judgment on each claim.

II. RELEVANT FACTS

The relationship between Glen Odom and the Defendants, John Campolong and A.C. "Kemp" McLeod, is a long and turbulent one. With some brevity as to each parties' backgrounds, all parties have resided in or around the Town of McBee for a considerable time, all have held notable positions in the town, and each is well-known in the area.

Odom is the general manager of Alligator Water and Sewer Company, a water and sewer provider in the Chesterfield County area. Beginning in 2000, Odom served as mayor of the Town of McBee for a single, two-year term. Campolong became mayor shortly after and has remained in the position to the present date. During Odom's tenure as mayor, the town was awarded a \$850,000 grant which was used to build a water line to Jefferson, SC. The record is unclear but the water line in some capacity was constructed and/or maintained by Alligator Water and Sewer Company. Thereafter ensued a contentious dispute over the grant money. Some in the area purportedly felt that the money was misappropriated and circumvented from the town and given to Alligator Water, a private entity and not subsidiary of the Town of McBee. Apparently, to some, Odom's executive position at Alligator gave the impression of impropriety and as such in

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CHESTERFIELD COUNTY, SC

2012, Campolong, acting as mayor, and the town council sent a letter to the South Carolina Law Enforcement Division ("SLED") requesting an investigation into Odom's actions during his time as mayor. Shortly thereafter the council was informed that no wrongdoing had been found. While the appropriation of said grant money is not directly at issue here, for historical reference it is important to include it here as a foundation of the years-long and ongoing dispute between the parties.

Following his mayorship, Odom served as a magistrate judge in Chesterfield County until 2006. In 2018, Odom earned a seat on town council. Odom has more recently been a candidate in the still undecided and heavily contested mayoral election of 2020 in the Town of McBee.

Defendants McLeod and Campolong are both conspicuous figures in the McBee area and both have served on the McBee Town Council in different capacities, McLeod as councilman and Campolong as mayor.

Odom commenced this action on April 23, 2018, alleging that the Defendants publicly defamed Odom and further that the Defendants, together, entered into a civil conspiracy to harm Odom. Odom alleges first that the Defendants falsely accused him of illegally using \$850,000.00 as part of a tobacco settlement fund given to the Town of McBee while Odom was Mayor. Second, Odom alleges that the Defendants falsely accused him of misappropriating approximately \$2,000.00 while he was a magistrate judge. Third, Odom alleges that McLeod made defamatory statements to Willie Mae Roary and her sister, that Odom stole approximately \$500,000.00 from the Town of McBee during his time as Mayor. Lastly, Odom alleges that the Defendants did, in 2016, falsely accuse him of puncturing a water line in the Town of McBee. Odom alleges that the Defendants falsely and maliciously published these statements to others on "a number of occasions."

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Odom's Complaint alleges that Defendants entered a civil conspiracy. The Complaint fails to allege any new, additional facts to show that such conspiracy occurred. The Complaint merely alleges that Defendants engaged in a conspiracy. The Complaint further fails to state a prayer for relief.

McLeod filed a Motion for Summary Judgment on April 6, 2021. Campolong filed his Motion for Summary Judgment on April 22, 2022. The parties appeared before the Court to hear the matter of summary judgment. At the hearing, Odom abandoned any claims for libel and constrained the issue of defamation to slander only. Each defendant has moved for summary judgment arguing that any statements referenced in this action are absolutely privileged under the legislative member exception, and that the plaintiff cannot prove actual malice.

III. STANDARD OF REVIEW

Under the South Carolina Rules of Civil Procedure ("SCRPC") Rule 56, summary judgment is only appropriate when there is "no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." SCRPC Rev. Stat. § 56(c) (2020). An issue is genuine only if "the evidence is such that a reasonable jury could return a verdict for the non-moving party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). "In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment." *Pallares v. Seinar*, 407 S.C. 359, 365, 756 S.E.2d 128, 131 (2014). "The purpose of summary judgment is to expedite the disposition of cases" not requiring "the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). "[I]t is only necessary for the nonmoving party to submit a scintilla of evidence warranting determination by a jury for summary judgment to be denied." *Hill v. York County Sheriff's Department*, 313 S.C.

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303, 308, 437 S.E.2d 179, 182 (Ct. App. 1993) cert den. (1994). However, in cases of defamation of a public figure “[t]he clear and convincing evidence standard must be considered by a trial court when ruling on a summary judgment motion involving the issue of actual malice in a defamation case.”). *George v. Fabri*, 345 S.C. 440, 445, 548 S.E.2d 868, 870 (2001). A party opposing a properly supported motion for Summary Judgment may not rest on mere allegations or denials of her pleadings but must set forth or point to specific facts showing that there is a genuine issue of material fact. See *Baughman v. A.T. & T. Co.*, 306, S.C. 101, 117, 410 S. E.2d 537, 547 (1991) (bald allegations deemed insufficient to create a genuine issue of fact).

IV. DISCUSSION

Odom has brought two separate claims, defamation and civil conspiracy, each of which shall be considered in turn.

A. *Defamation*

The Court carefully reviewed all parties’ pleadings, depositions, and exhibits provided to the Court and came to the following conclusions. See *Bose Corp. v. Consumers Union of U.S., Inc.*, 466 U.S. 485, 511, 104 S. Ct. 1949, 1965, 80 L. Ed. 2d 502 (1984) (“Judges, as expositors of the Constitution, must independently decide whether the evidence in the record is sufficient to cross the constitutional threshold that bars the entry of any judgment that is not supported by clear and convincing proof of “actual malice.”); see also *Miller v. City of W. Columbia*, 322 S.C. 224, 228, 471 S.E.2d 683, 685 (1996) (“When reviewing an actual malice determination, this Court is obligated to independently examine the entire record to determine whether the evidence sufficiently supports a finding of actual malice.”).

The Defendants have each moved for summary judgment claiming that any statements made are absolutely privileged or in the alternative, that Odom has failed to prove that each acted

with actual malice. When reviewing the facts for summary judgment the Court must consider whether the plaintiff can prove actual malice by clear and convincing evidence. See *George v. Fabri*, 345 S.C. 440, 445, 548 S.E.2d 868, 870 (2001) ("The clear and convincing evidence standard must be considered by a trial court when ruling on a summary judgment motion involving the issue of actual malice in a defamation case."); *McClain v. Arnold*, 275 S.C. at 284, 270 S.E.2d at 125 (1980) (citations omitted) ("The presence or absence of actual malice is a constitutional issue and where a publication is protected by the New York Times immunity rule, summary judgment, rather than trial on the merits, is a proper vehicle for affording constitutional protection in the proper case.") (internal citations omitted).

Odom argues that each Defendant made malicious and false publications causing emotional distress and reputational harm. At the summary judgment hearing on August 17, 2022, Odom abandoned any claim to libel. Therefore, the Court's analysis shall be confined strictly to acts of slander, that is, spoken acts. *Holtzschelter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 508, 506 S.E.2d 497, 501 (1998) ("Slander is a spoken defamation while libel is a written defamation or one accomplished by actions or conduct.").

To succeed on a defamation claim, the plaintiff must prove "(1) a false and defamatory statement was made; (2) the unprivileged publication of the statement was made to a third party; (3) the publisher was at fault; and (4) either actionability of the statement regardless of special harm or the publication of the statement caused special harm." *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006). See also *Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002). Furthermore, where a plaintiff is a public figure, she must "prove by clear and convincing evidence that the defendant acted with actual malice in publishing a false and defamatory statement about the plaintiff. Actual malice exists when a

statement is made with knowledge that it was false or with reckless disregard of whether it was false or not.” *Erickson*, 368 S.C. 444, 467-468, 629 S.E.2d 653, 665-666 (2006) (internal citations and quotes omitted) (emphasis added.). See also *New York Times Co. v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964) (holding that the actual malice standard is shown by a knowledge of the falsity or a reckless disregard for its truthfulness by the declarant); *Sanders v. Prince*, 304 S.C. 236, 239, 403 S.E.2d 640, 642-43 (1991) (“In cases involving the defamation of a public official, the plaintiff must prove that the defendant acted with constitutional actual malice, that is, with knowledge that the statement was false or with reckless disregard of its falsity.”).

The Court reviewed the evidence in this case and the voluminous deposition testimony from the multiple deponents. The Court addresses those statements specifically disputed among the parties. Some statements appear opinionated, others contentious; the Court focuses its analysis instead on those statements specifically raised by Odom in his memorandum.

a. Odom Is A Public Figure For Purposes Of Addressing Defamation

Odom is a public figure for purposes of this action and as such is required to show that the Defendants acted with actual malice. When determining whether a plaintiff is a public figure the court must make this determination as a matter of law, decided on a case-by-case basis after a careful examination of the facts and circumstances. *Erickson*, 368 S.C. 444, 468, 629 S.E.2d 653, 666 (2006). The parties do not dispute that Odom is a public official. Odom has held a variety of notorious and public positions in the Town of McBee throughout the years: Odom was Mayor of

¹ The Court examined the full extent of the evidence and the record when considering the Defendants’ motions, using this examination as a means of appreciating the context of the statements specifically alleged, rather than for the purpose of independently identifying any and all instances of potential defamatory speech or publication. In fact, it is the Plaintiff’s burden to argue his own case; to have the Court independently identify possible defamation by review of the record, and thus to raise new arguments would result in the Court acting as an advocate on behalf the Plaintiff. The Court therefore examines in full all the evidence provided but constrains its decision only to those statements specifically raised by the parties in their pleadings.

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the Town of McBee between 2000 and 2002; Odom served as a magistrate judge in Chesterfield County between 2002 and 2006; Odom was elected to McBee town council in 2018; Odom ran for Mayor again in 2020. Odom serves in an executive capacity at Alligator Water, a major water and sewer provider located in the McBee area. The Court does find that, based on the Odom's various public positions and reputation in the area that Odom is a public figure for purposes of the defamation claims and as such the actual malice standard applies.

b. The McBee Town Council Is A Legislative Body For Purposes Of Applying The Absolute Privilege

The Defendants argue that their statements are absolutely privileged as made within the scope of their positions as members of a legislative body, that being the Town of McBee town council. The Defendants argue, in the alternative, that Odom cannot meet his burden of showing actual malice by clear and convincing evidence. The first issue is whether the statements were made in the execution of Defendants' legislative duties. Legislative members in this state have long recognized "an absolute immunity...for acts in the performance of their duties.

Accordingly, an absolute privilege is recognized as to defamatory statements made by legislators in the course of their functions, if such statements are connected with, or relevant or material to, the matter under inquiry." *Richardson v. McGill*, 273 S.C. 142, 146, 255 S.E.2d 341, 343 (1979). See also *Fulton v. Atl. Coast Line R. Co.*, 220 S.C. 287, 296, 67 S.E.2d 425, 429 (1951) ("The publication of defamatory words may be under an absolute, or under a qualified or conditional privilege. Under the former there is no liability, even though the defamatory words are falsely and maliciously published. The class of absolutely privileged communications is narrow, and practically limited to legislative and judicial proceedings and acts of state."

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CHESTERFIELD COUNTY, S.C.

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The Defendants were both members of the town council for the Town of McBee at the time the statements were made. The Town of McBee is a council form of municipal government, and the council acts as the town's legislative body. Thus, the town council is a legislative body and falls within the meaning of a legislature for purposes of applying *Richardson* and finding the absolute privilege.

During the period in question Campolong served as mayor and held a seat on the town council in that capacity. McLeod was a councilman as well. The Defendants were within the meaning of legislators for purposes of *Richardson*. The remaining question is whether the statements made by the Defendants were made during a council meeting, or had some relation to, or were part of their duties as members of the council.

Again, there is voluminous deposition testimony in this case and certain statements are identified by Plaintiff's counsel for purposes of defamation. Those statements identified as taking place during council meetings or executive session are incontrovertibly part of the absolute privilege recognized in *Richardson*. The Court grants summary judgment in favor of the Defendants to each and every statement made explicitly within town council meetings, including those made during executive session. Certain statements identified by Odom which are on the fringe for application of the privilege, or which were made entirely outside of Defendants' legislative capacity, are examined more closely below.

c. Odom Cannot Prove Campolong Acted With Actual Malice

It appears that Odom, by his own testimony, does not entertain a good faith belief that Campolong acted with actual malice regarding the alleged slander. Odom seemingly admits that he cannot prove actual malice by clear and convincing evidence. This is an especially high standard for which the burden lies with Odom. In contemplation of the heightened standard

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accompanying defamation, the Court is troubled with the testimony while it contemplates summary judgment.

Q. But what information, evidence, oral or written, do you have Mr. Campolong knew the statements were actually false?

A. **I don't have any information** that -- I would have no way of knowing that he knew. Obviously, he doesn't confide in me, so I mean, **I would have no way of ascertaining that.**

Q. Okay. And what written or oral evidence do you have that John Campolong entertained serious doubts about the truth of the statements that are allegations of defamation in your Complaint?

A. **I don't have any.**

Q. Okay. And what written or oral evidence do you have that John Campolong was highly aware of the probable falsity of the statements of defamation or allegations in your Complaint?

A. **I don't have any.**

Q. ...Do you have any knowledge that either one of these Defendants entertained serious doubts about the truth of the statements that you allege that have made?

A. **I would have no way of knowing that.**

(Dep. Odom, 50:2-19; 220:14-17) (emphasis added). The Court must necessarily consider the plaintiff's ability to prove defamation by clear and convincing evidence when considering summary judgment. *George*, 345 S.C. 440, 445, 548 S.E.2d 868. Even in a light most favorable to the nonmovant, the Court fails to see how this admission does not support Campolong's

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motion. On the action for defamation, the Court does grant summary judgment in favor of Campolong.

d. McLeod Is Entitled To Partial Summary Judgment

Odom's first allegation is that the Defendants falsely accused him of illegally using \$850,000 in grant money given to the Town of McBee. In his Memorandum in Opposition to Defendant Campolong's Motion for Summary Judgment, Odom identifies two persons to whom McLeod allegedly made these defamatory statements, Olin Morrison and Beulah Bolton. McLeod is also alleged to have stated to Beulah Bolton that Odom damaged a waterline, and to Willie Mae Roary that Odom stole \$500,000.00 from the town.

As to the second allegation in Odom's Complaint, that Odom accepted approximately \$2,000 from an individual when he was a magistrate, there is no evidence on the record other than Odom's own deposition testimony to support this claim. Odom uses the fact that McLeod, in his legislative capacity as a member of the town council, was a signatory in the SLED letter as the factual basis for his defamation claim for the second allegation. Odom went on to admit that he could not support this allegation beyond his own speculation.

Q. Okay. When your Complaint says on a number of occasions Kemp McLeod had said something about that magistrate's check, that's not correct?

A. I don't know. I have no way of knowing what Kemp told. I mean, I just know that he told them I stole 500,000.

Q. You don't know anybody that's ever said that Kemp McLeod said anything about that -- you and that [magistrate's] check?

A. No.

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(Dep. Odom, 185:13-18; 185:22-186:1). Again, the Court's examination of the record is confined to those incidents of slander, rather than libel, and the letter itself is not for consideration. The plaintiff carries the high burden of clear and convincing evidence on this summary judgment motion, and the Court finds that on the second allegation of Odom's Complaint, that Odom cannot prove actual malice by clear and convincing evidence. Accordingly, **summary judgment is granted on behalf of McLeod as to the second allegation.** The Court considers the remaining allegations, below.

[Olin Morrison]

The statements at issue were made during a meeting between Morrison and McLeod at a Huddle House. Morrison was not a member of the town council for purposes of applying legislative privilege. The Court reviewed the testimony from the deposition in full; the pertinent section of the conversation concerned the transfer of the \$850,000.00 grant money from the Town of McBee. In his deposition, Morrison indicates that both parties already had strong feelings on the matter and that both believed that Odom committed some wrongdoing while serving as mayor. Morrison stated that all of his knowledge on the matter was acquired from Mr. Edwards, another former mayor of the Town of McBee, prior to his conversation with McLeod.

Q. What did you talk to him about Mr. Odom?

A. **Well, about the same subject we've been discussing now, the tobacco money being gone.**

Q. And what did Mr. McLeod tell you about that?

A. **He feels like I do, that it belonged to the Town of McBee.**

Q. Did he tell you that Mr. Odom had taken the Town of McBee's money?

A. **No, he didn't say that he had taken the money.**

Q. What did he say?

A. **He said that they – settlement money that was sent to the Town.**

Q. And he felt that was illegal?

A. **Apparently he did or he wouldn't be telling me, yes.**

Q. Mm-hmm. And how much money did Mr. McLeod say that Mr. Odom had taken?

A. **He said there was 800-something thousand dollars.**

Q. And he said that this was supposed to be the Town of McBee's money?

A. **He said it was the Town of McBee's money. He said it was made to the Town of McBee.**

Q. And that Mr. Odom had done something wrong in giving it to Alligator; is that correct?

A. **Yes.**

Q. Is that what he said?

A. **Wrongful transfer of the money.**

Q. And you – as a result of that I assume you thought if that was true Mr. Odom would have wrongfully taken the Town's money; correct?

MR. MCCANTS: Object to the form

Q. Is that what you understood?

A. **Yes.**

Q. And that would be wrong; right?

A. **It's definitely wrong.**

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CHESTERFIELD COUNTY, S.C.

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(Dep. Morrison, 16:13-17:4; 17:22-18:20). The Court must consider whether Odom can prove actual malice by *clear and convincing evidence* when contemplating summary judgment. *George*, 345 S.C. 440, 445, 548 S.E.2d 868, 870 (emphasis added). Actual malice is proven by showing a knowledge of the falsity, or a reckless disregard for the truthfulness of the statement. *New York Times Co.*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686.

After review of the record, it is evident that McLeod was aware of the findings of the SLED investigation. The statement, "wrongful transfer of money," under the circumstance does leave open the question of defamatory intent. And while it does appear as though the two individuals' minds were already made up on the matter and were making statements of opinion rather than purposeful defamation, belief in the statement is not a necessary element of defamation under our laws, only that the publication itself was defamatory. **The Court finds that there does exist a genuine issue of material fact as to the statements made to Olin Morrison by McLeod.** Summary judgment is denied to this point.

[Beulah Bolton]

The Court finds that the statements made to Beulah Bolton are absolutely privileged, as laid out in *Richardson*.

In *Richardson*, our Supreme Court looked at whether slanderous statements made outside of legislative proceedings could nonetheless be absolutely privileged. At issue were slanderous statements made during an informal meeting between members of the Williamsburg County Legislative Delegation and a commission under the Delegation, the Williamsburg County Recreation Commission. The meeting was called by and held in the office of a member of the Delegation to discuss issues concerning a director of the Commission; negative statements about the director's performance were made during the meeting. In determining that the statements

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were in fact privileged, the court looked at the surrounding circumstances under which the statements were made. While not within an ordinary legislative session, “(1) the statement was made at a meeting attended only by the legislative delegation and members of the Recreation Commission, (2) the statement was made by a member of the legislative delegation, and (3) it concerned a matter related to legislative duties.” *Richardson*, at 147, 255 S.E.2d at 344. The scope and purpose of the conversation were inherently related to the members’ performance of their legislative duties and as such was afforded the privilege. *Id.*

In Bolton’s case, the statements in question were made outside of council meetings yet concerned issues necessarily relevant to the council. In her deposition Bolton testified that statements regarding the misappropriation of grant money by Odom, made by either Defendant, were made either before or after council meetings, but not during the meetings themselves.

Q. Do you recall where these conversations took place?

A. **Probably – it had to be in [Town Hall] somewhere.**

Q. But they weren’t in council meetings. They were after council meetings.

A. **No.**

Q. Before?

A. **Before or after.**

(Dep. Beulah Bolton, 7:11-19) (emphasis added). Like *Richardson*, the statements in Bolton’s case were made between councilmen and seemingly in furtherance of a matter relevant to the council. Their proximity in time to the actual meetings themselves suggest the purpose of the conversations were necessarily related to council function. The key difference between *Richardson* and Bolton is that the former took place in a legislative member’s office, while the latter took place in Town Hall, where council meetings are regularly held.

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Cristy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Just as the *Richardson* court found that the ultimate scope and conditions of the Williamsburg County Legislative Delegation's meeting was for a legislative purpose and necessarily qualified for the absolute privilege, **this Court does also find that the statements made to Bolton are absolutely privileged.**

Bolton mentioned one other statement regarding Odom's performance as mayor, this time made in the mayor's office. Present with Bolton was her sister, who was not a council member. The deposition testimony is unclear as to the identity of the speaker, which is an unavoidably substantial factor for consideration bearing in mind the plaintiff's burden of clear and convincing evidence before ruling on a summary judgment motion in a defamation case. *George*, 345 S.C. 440, 445, 548 S.E.2d 868, 870. Notwithstanding, **the Court finds that this statement fails to rise to the level of actual malice.**

- Q. Say that again
- A. **How Mr. Odom has ruined the town.**
- Q. Okay. That's just his opinion, correct?
- A. **That's his opinion.**

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Christy F Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

(Dep. Beulah Bolton, 20:1-4). Bolton indicates that the statement was opinionated. It is further unclear what party is making the statement. Examining the full testimony, the Court finds that this statement is insufficient to support a claim of defamation of a public figure.

[Willie Mae Roary]

The alleged statements were made to Willie Mae Roary and her sister, Era Pate. **The Court finds no legislative privilege applicable here.** Odom argues that McLeod made defamatory statements to both Roary and her sister.

- Q. What did you talk with Ms. Roary about?

MSH

A. **I stated that Mr. Odom's actions had been very self-serving in all that he did in McBee.**

Q. All right. And what did you mean by that?

A. **Exactly what I said.**

Q. Well, I mean, did you give her examples of how he had engaged in self-serving activities?

A. **I talked about the \$850,000.**

(Dep. McLeod, 5:24-6:6).

Roary's affidavit further goes on to state that McLeod made the claim that Odom stole \$500,000.00 from the Town of McBee. (Roary Aff., ¶2). The Court does find, in light of the sworn affidavit and taking into account all of the deposition testimony, that **there exists a genuine issue of material fact as to whether McLeod did make any such defamatory statements.** Summary judgment is denied to this point.

B. Civil Conspiracy

Odom has alleged that the Defendants together entered a civil conspiracy to harm Odom when they submitted a letter to the State Law Enforcement Department in 2012 requesting an investigation into Odom's practices and handling of public funds while serving as mayor and then as a magistrate judge. Odom was aware of the existence of the letter and failed to bring an action for civil conspiracy until the commencement of this present action, filed March 23, 2018, nearly three years after the statute of limitations had run on the initial claim. Odom argues that the civil conspiracy began in 2012, and that the aforementioned slander is a continuation of said conspiracy in as much that the three-year statute of limitations has not yet run, and that the claim of civil conspiracy has been preserved up to now. **The Court respectfully disagrees.**

South Carolina recognizes a civil conspiracy where there is (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damage. *Paradis v. Charleston County School District*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). See also *Robertson v. First Union Nat. Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002) (citing *Island Car Wash, Inc. v. Norris*, 292 S.C. 595, 600, 358 S.E.2d 150, 152 (Ct. App. 1987)). An unlawful act is not a necessary element of the tort. An action for conspiracy may lie even though no unlawful means are used, and no independently unlawful acts are committed. *Lee v. Chesterfield General Hosp.*, 289 S.C. 6, 11, 344 S.E.2d 379, 382 (Ct. App. 1986).

The continuation of overt acts in furtherance of the initial tort which preserves a claim beyond the applicable statute of limitations is a theory known as continuous accrual (also a “continuing breach theory”). Our courts have not recognized the application of continuous accrual within the meaning of civil conspiracy. Our Supreme Court addressed the application of this theory in a certified question from the U.S. Court of Appeals for the Fourth Circuit, finding that “South Carolina has not adopted the continuing breach theory in *Janssen, Marshall*, or otherwise.” *Poly-Med, Inc. v. Novus Sci. Pte. Ltd.*, No. 2021-000027, 2022 WL 4231301, at 3 (S.C. Sept. 14, 2022) (emphasis added). See *Id.*, at 3 (“The federal court correctly concluded our holding in *Janssen* is limited to the South Carolina Unfair Trade Practices Act (SCUTPA).”).

Indeed, in answering the certified question our Supreme Court so contemplated two cases on which Odom has rested his arguments in support of finding continuous accrual here. *Id.*, at 2 (“It is apparent from the order of certification that our majority decision in *Marshall* [for application of continuous breach] was the impetus for the Fourth Circuit's decision to certify the questions.”). The first case, *Marshall*, was a medical malpractice case involving a question of

whether the respondents could pursue a negligence claim based on acts occurring within the six-year period of repose when older acts occurred outside the repose period. The question, in other words, was whether the failure to bring suit at the initial time of occurrence barred subsequent actions for same or similar occurrences of negligence. *Marshall v. Dodds*, 426 S.C. 453, 571, 827 S.E.2d 570 (2019). The court in *Marshall* conducted a statute-specific review of the application of continuous breach with regard to medical malpractice under S.C. Code Ann. § 15-3-545 and declined to extend this theory to separate acts outside of the intended scope of the statute. *Id.*, 426 S.C. at 466, 827 S.E.2d at 576, 577 (“Moreover, our decision honors the purpose behind the statute of repose. . . . To hold otherwise would require us to rewrite our statute of repose and superimpose “first occurrence” into section 15-3-545(A) rather than merely interpret what the provision actually says—“the date of occurrence.””) (emphasis added). The recognition of continuous breach found in *Marshall* is inapplicable in this case.

Neither does *State ex rel. Wilson* affirmatively establish continuous accrual in this state. The Court interprets our State’s highest court, in its decision in *State ex rel. Wilson*, to recognize continuous accrual in a limited and narrow application only to the statute, SCUPTA in that case, and not to a claim of civil conspiracy. *State ex rel. Wilson v. Ortho-McNeil-Janssen Pharms., Inc.*, 414 S.C. 33, 79, 777 S.E.2d 176, 200 (2015) (“We adopt the view that aligns with *legislative intent* as reflected in section 39-5-110, a common sense approach recognizing that the SCUTPA statute of limitations begins to run anew with each violation.”) (emphasis added).

Absent broad and general applicability of continuous accrual, Odom’s civil conspiracy claim is time barred. Odom argues that the Defendants together entered into a civil conspiracy when they submitted a letter to the State Law Enforcement Department in 2012, requesting an investigation into Odom’s practices and handling of the public funds while serving

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Christy E. Gaddy
CLERK OF COURT
CHESLER COUNTY, SC

as mayor and then as a magistrate judge, starting the clock on his civil conspiracy claim. The applicable statute of limitations for such an action is three years under our laws. S.C. Code Ann. § 15-3-530. See also *Carrington v. Mnuchin*, No. CIV.A. 5:13-03422-JM, 2014 WL 4249876, at 5 (D.S.C. Aug. 27, 2014) (citing *Glenn v. Bank of Am.*, C/A No. 6:10-1974-HMH, 2010 WL 3786171, at 2 (D.S.C. Sept. 22, 2010) (“Under South Carolina law, actions for civil conspiracy, fraud, and constructive fraud are subject to a three-year statute of limitations.”). Because Odom failed to bring an action for civil conspiracy within three years of the alleged conduct occurring, his action for civil conspiracy is barred under the statute of limitations. Accordingly, **summary judgment is granted on this point and the civil conspiracy claim dismissed.**

V. CONCLUSION

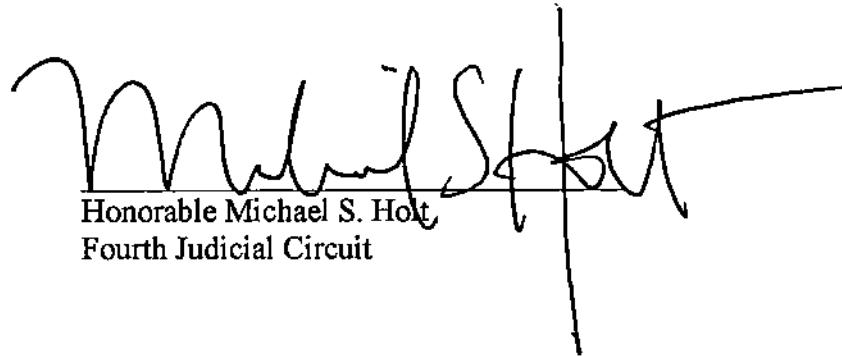
The Court now finds that certain statements are subject to absolute immunity under the principles of legislative privilege. For those remaining statements, the Court finds that McLeod is entitled to partial summary judgment. For Campolong the Court finds that Plaintiff has not met the high burden of showing by clear and convincing evidence that the Campolong acted with such actual malice to entitle Plaintiff to relief under our laws. Finally, the Court finds that the doctrine of continuous accrual (a/k/a continuous breach doctrine) is inapplicable in this case and the claim of civil conspiracy is time barred under the statute of limitations.

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Christy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

msk

NOW THEREFORE, IT IS ORDERED on the claim of Defamation, Summary Judgment for Campolong is hereby granted in full; Partial Summary Judgement is granted for Defendant McLeod. On the claim of Civil Conspiracy, Summary Judgment is granted to both Defendants.

AND IT IS SO ORDERED.



Honorable Michael S. Holt
Fourth Judicial Circuit

Dated, January 26, 2023

Darlington, South Carolina

2023 FEB -9 | P 2: 08
Christy E. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Chesterfield
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP1300275

Glenn C Odom
PLAINTIFF(S)

John Campolong et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This Court heard multiple Motions to Reconsider with regard to the Court's Order dated January 26, 2023. Defendant McLeod, and Plaintiff Odom filed separate motions for reconsideration on the January 26 Order. A hearing was held on April 19, 2023. All parties were present and heard. The Court has considered the various positions of each party, and the Court has reviewed the extensive amount of material and discovery in this case. However, the Court respectfully denies each of the Motions to Reconsider. So Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/13/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Chesterfield Common Pleas

Case Caption: Glenn C Odom VS John Campolong , defendant, et al

Case Number: 2018CP1300275

Type: Order/Electronic Form 4

So Ordered

s/ Michael S. Holt, 2772

Electronically signed on 2023-06-13 13:47:45 page 3 of 3

ROA-0024

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

GLENN C. ODOM,

Plaintiff(s)

vs.

JOHN CAMPOLONG AND A.C. MCLEOD,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP-13- 275

Submitted By: John E. Parker

Address: P.O. Box 457
Hampton, SC 29924

SC Bar #: 4442

Telephone #: (803) 914-2004

Fax #: (803) 914-2014

E-mail: jparker@pmped.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☐ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/ Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199) _____	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20____-NI-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299) _____	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☒ Slander/Libel (380) ☐ Other (399) _____	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499) _____
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599) _____	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899) _____	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Incapacitated Adult Settlement (790) ☐ Other (799) _____	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999) _____
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) _____ ☐ Sexual Predator (510) ☐ Permanent Restraining Order (680) ☐ Interpleader (690)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)		

Submitting Party Signature: _____

Date: April 23, 2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

ROA-0025

Page 1 of 2

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)

COUNTY OF CHESTERFIELD)

GLENN C. ODOM,)
Plaintiff,)

v.)

JOHN CAMPOLONG AND A.C.)
MCLEOD,)
Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2018-CP-13-275

SUMMONS
(Jury Trial Demand)

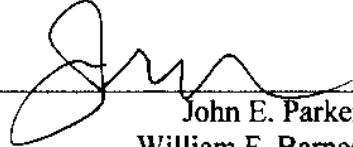
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

2018 APR 23 PM 2:19

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A., at 101 Mulberry Street East, Post Office Box 457, Hampton, SC 29924, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: 

John E. Parker
William F. Barnes, III
101 Mulberry Street East
Post Office Box 457
Hampton, SC 29924
(803) 943-2111
wbarnes@pmped.com
jparker@pmped.com
ATTORNEYS FOR PLAINTIFF

April 23, 2018
Hampton, South Carolina

ROA-0027

STATE OF SOUTH CAROLINA)

COUNTY OF CHESTERFIELD)

GLENN C. ODOM,
Plaintiff,)

v.)

JOHN CAMPOLONG AND A.C.
MCLEOD,
Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2018-CP-13- 275

COMPLAINT
(Jury Trial Demand)

Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

2018 APR 23 PM 2:19

The Plaintiff alleges:

FIRST CAUSE OF ACTION
(Defamation)

1. The Defendants are residents and citizens of Chesterfield County, South Carolina, and venue of the case is proper in Chesterfield County pursuant to S.C. CODE ANN. § 15-7-30.

2. The Defendants on a number of occasions have, with malice, falsely accused the Plaintiff of illegally using \$850,000.00 that was received from tobacco settlement funds and used by the Chesterfield Rural Water Company. The defendants made these statements to others on a number of occasions.

3. The Defendants on a number of occasions, also with malice, falsely accused the Plaintiff of illegally taking approximately two-thousand dollars from an individual when he was a magistrate and using this money for his own benefit. This false accusation falsely accused Plaintiff of the crime of embezzlement. The Defendants published these false statements to a number of individuals.

4. In early June 2016, the Defendant, A.C. McLeod, with malice, asked Willie Mae Roary with her sister present "why she supported the plaintiff when he had stolen Five Hundred Thousand Dollars (\$500,000.00) from the Town of McBee." This false statement published by the Defendant, McLeod, falsely accused the Plaintiff of the crime of grand larceny.

ROA-0028

5. The Defendants on a number of occasions have made the above described statements and published these statements to others. The false statements are slanderous by falsely accusing the Plaintiff of crimes.

6. In June 2016, the Defendants falsely accused the Plaintiff of puncturing a Town of McBee water line. This false accusation made with malice accused the Plaintiff of the crime of malicious injury to real property. The Defendants published this statement to others in June 2016.

7. As a result of the false and defamatory statements of the Defendants, the Plaintiff's reputation has been damaged, and he has suffered emotional distress because of the false statements made by each of the Defendants. The Defendants' false statements were made with reckless disregard for the truth and harmed the Plaintiff's reputation. As a result of these false and defamatory statements, the Plaintiff is entitled to actual and punitive damages.

SECOND CAUSE OF ACTION
(Civil Conspiracy)

8. The above allegations are incorporated as if repeated verbatim.

9. The Defendants combined for the purpose of entering into a civil conspiracy to harm the Plaintiff.

10. The conspiracy caused the Plaintiff special damages.

WHEREFORE, Plaintiff prays for judgment against the Defendants for actual damages, together with punitive damages in an appropriate amount, for the costs of this action, and for such other and further relief as the Court may deem just and proper.

[SIGNATURE PAGE TO FOLLOW]

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: 
John E. Parker
William F. Barnes, III
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Phone: (803) 943-2111
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wbarnes@pmped.com

ATTORNEYS FOR PLAINTIFF

April 23, 2018
Hampton, South Carolina

2018 APR 23 PM 2:19
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

ROA-0031

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS
THE FOURTH JUDICIAL CIRCUIT

C/A NO: 2018-CP-13-00275

GLENN C. ODOM,

Plaintiff,

v.

**Defendant John Campolong's Answer to
Complaint**

(Jury Trial Demand)

JOHN CAMPOLONG AND A.C.
MCLEOD,

Defendants.

2018 JUL -2 AM 11:29
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Defendant John Campolong, ("John Campolong"), by and through the undersigned counsel, answers the Plaintiff's Complaint as follows.

FOR A FIRST DEFENSE

1. John Campolong denies each and every allegation of the Plaintiff's Complaint not hereinafter expressly admitted, modified or explained.
2. John Campolong admits the allegations of Paragraph 1.
3. John Campolong denies the allegations of Paragraph 2 as written and demands strict proof thereof. John Campolong denies that on a number of occasions he, with malice, falsely accused the Plaintiff of illegally using \$850,000.00 that was received from the tobacco settlement funds and used by Chesterfield Rural Water Company. John Campolong did state during a campaign for re-election as Mayor for the Town of McBee, where the Plaintiff was the opposing candidate, that

Plaintiff did use an \$850,000 grant to the Town of McBee to build Alligator's Water Line to [the town of] Jefferson without any benefit to the Town of McBee. John Campolong, as Mayor of the Town of McBee, also made statements concerning the \$850,000.00 grant in judicial proceedings. John Campolong believes his statements to be true.

4. John Campolong denies the allegations of Paragraph 3 and demands strict proof thereof.

5. The allegations of Paragraph 4 are not directed to John Campolong so a response is not required. The allegations do not contend that John Campolong made the statement alleged in Paragraph 4. To the extent a response is required, John Campolong denies the allegations to the extent the allegations state or imply that John Campolong is or should be liable to Plaintiff for damages for either cause of action.

6. As to the allegations in the first sentence of Paragraph 5, John Campolong admits only so much of the sentence that he made statements concerning the \$850,000 grant as expressed in Paragraph 3 of this Answer. John Campolong otherwise denies the allegations of the first sentence of Paragraph 5 and demands strict proof thereof. John Campolong denies the allegations of the second sentence of Paragraph 5 and demands strict proof thereof.

7. As to the first sentence of Paragraph 6, Defendant John Campolong denies the allegations as written or that he falsely accused Plaintiff of puncturing a Town of McBee water line. John Campolong denies the allegations in the second sentence of Paragraph 6 and demands strict proof thereof. As to the third sentence, John Campolong denies that he made false statements with malice; contends that statements made, if at all, were either true or John Campolong believed the statements to be true about a political official or public figure; and were made, if at all, during the course of a political campaign between John Campolong and Plaintiff for the office of Mayor of

the Town of McBee. John Campolong, as the Mayor of the Town of McBee, made statements concerning a punctured town water line in a judicial proceeding.

8. John Campolong denies the allegations of Paragraph 7 and demands strict proof thereof.

9. The allegations of Paragraph 8 do not require a response. To the extent a response is required John Campolong denies any allegation or implication that he is liable for damages to Plaintiff.

10. John Campolong denies the allegations of Paragraph 9 and demands strict proof thereof.

11. John Campolong denies the allegations of Paragraph 10 and demands strict proof thereof.

FOR A SECOND DEFENSE

12. John Campolong reiterates and re-alleges the foregoing responses.

13. The Plaintiff fails to state a claim upon which relief can be based and accordingly, John Campolong is entitled to judgment as a matter of law pursuant to Rule 12(b)(6), SCRCF.

FOR A THIRD DEFENSE

14. John Campolong reiterates and re-allege the foregoing responses.

15. John Campolong pleads that Plaintiff's causes of action for defamation and civil conspiracy do not allege special damages specifically as required by Rule 9(g), SCRCF, and therefore one or both causes of action should be dismissed.

FOR A FOURTH DEFENSE

16. John Campolong reiterates and re-alleges the foregoing responses.

17. John Campolong pleads the doctrine of laches as complete or partial bar to relief for the Plaintiff.

FOR A FIFTH DEFENSE

18. John Campolong reiterates and re-alleges the foregoing responses.

19. John Campolong pleads the doctrine of unclean hands on the part of Plaintiff as a complete or partial bar to relief for the Plaintiff.

FOR A SIXTH DEFENSE

20. John Campolong reiterates and re-alleges the foregoing responses.

21. John Campolong pleads that statements actually made about Plaintiff are true statements. John Campolong pleads the truth as an affirmative defense.

FOR A SEVENTH DEFENSE

22. John Campolong reiterates and re-alleges the foregoing responses.

23. John Campolong asserts the defense of conditional or qualified privilege as a complete bar to relief for the Plaintiff.

FOR AN EIGHTH DEFENSE

24. John Campolong reiterates and re-alleges the foregoing responses.

25. John Campolong pleads the defense of absolute privilege, including, but not limited to, for statements made in judicial proceedings and protected proceedings as a complete bar to relief for the Plaintiff.

FOR A NINTH DEFENSE

26. John Campolong reiterates and re-alleges the foregoing responses.

27. John Campolong pleads that statements made were about a public official or public figure; that statements made were during a political campaign; that statements made were made when John Campolong was Mayor of the Town of McBee; that statements made were not made with

constitutional actual malice; that statements made were true or John Campolong believed the statements to be true; or the statements were not made with knowledge that statements actually made were false - or were not made with reckless disregard for the truth.

FOR A TENTH DEFENSE

28. John Campolong reiterates and re-alleges the foregoing responses.

29. As to punitive damages alleged, John Campolong pleads that claims for punitive damages violate the Fifth, Sixth, Seventh, Eighth and Fourteenth Amendments to the Constitution of the United States of America in that such claims violate the double jeopardy clause in that John Campolong could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because John Campolong can be compelled to give testimony against himself in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is in violation of the Sixth and Fourteenth Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; Plaintiff's claim for punitive damages violates John Campolong's right to access the courts as guaranteed by the Seventh and Fourteenth Amendments because the threat of an award of punitive damages chills John Campolong's exercise of that right; the Plaintiff's claim for punitive damages violates the Eighth Amendment's guarantee that excessive fines shall not be imposed, the Plaintiff's claim for punitive damages violates both the due process and equal protection clauses of the Fourteenth Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards. Accordingly, the Plaintiff's claim for punitive damages should be dismissed.

FOR AN ELEVENTH DEFENSE

30. John Campolong reiterates and re-alleges the foregoing responses.

31. John Campolong asserts the applicable Statute of Limitations as a complete or partial bar to relief for the Plaintiff.

FOR A TWELFTH DEFENSE

32. John Campolong reiterates and re-alleges the foregoing responses.

33. John Campolong pleads the failure to join a party pursuant to Rule 19, SCRPC, as a complete bar to relief for the Plaintiff.

FOR A THIRTEENTH DEFENSE

34. John Campolong reiterates and re-alleges the foregoing responses.

35. John Campolong is the Mayor of the Town of McBee. Defendant John Campolong pleads that the failure of Plaintiff to comply with S.C. Code Ann. § 15-78-200 et seq. (South Carolina Tort Claims Act) is a complete bar to relief for the Plaintiff. The South Carolina Tort Claims Act is the exclusive and sole remedy for Plaintiff.

FOR A FOURTEENTH DEFENSE

36. John Campolong reiterates and re-alleges the foregoing responses.

37. John Campolong is the Mayor of the Town of McBee. John Campolong pleads that statements were official acts and made in compliance with the law.

FOR A FIFTEENTH DEFENSE

38. John Campolong reiterates and re-alleges the foregoing responses.

39. John Campolong pleads his speech is protected by the First Amendment of the Constitution of the United States of America.

FOR A SIXTEENTH DEFENSE

40. John Campolong reiterates and re-alleges the foregoing responses.

41. John Campolong pleads that the Civil Action should be dismissed pursuant to Rule 12(b)(8), SCRCF, in whole or in part, because there is another action pending.

FOR A SEVENTEENTH DEFENSE

42. John Campolong reiterates and re-allege the foregoing responses.

43. John Campolong preserves and reserves the right to rely on and assert any and all other defenses in law or equity that may be learned during discovery in the Civil Action.

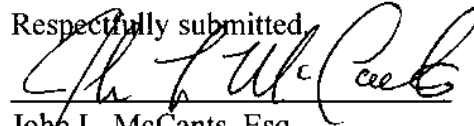
WHEREFORE, having fully answered the Complaint, John Campolong prays that the Court award it the following relief:

1. Dismiss the Complaint with prejudice to the Plaintiff;
2. Declare that the Plaintiff is entitled to no recovery from John Campolong;
3. Tax the costs of this action against the Plaintiff;
4. Award John Campolong his attorney's fees;
5. Award John Campolong a trial by jury; and
6. Grant such other relief in favor of John Campolong as the Court may deem just and appropriate.

(Signature On Next Page)

C/A NO: 2018-CP-13-00275
Answer to Complaint

Respectfully submitted,



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Attorney for Defendant John Campolong

June 29, 2018

2018 JUL -2 AM 11: 29
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF CHESTERFIELD) COURT OF COMMON PLEAS NONJURY

3
4 GLENN C. ODOM,)
5 PLAINTIFF,)
6 VS.)
7 JOHN CAMPOLONG AND A.C. MCLEOD,)
8 DEFENDANTS.)
9

TRANSCRIPT
OF
RECORD
2018-CP-13-275

10 August 17th, 2022
11
12

13 B E F O R E:

14 THE HONORABLE MICHAEL S. HOLT, Judge.

15 A P P E A R A N C E S:
16

17 Due to audio, unable to identify plaintiff's attorneys

18 JOHN L. MCCANTS and KEVIN D. MARONEY
19 ESQ.
20 Attorneys for the Defendants
21
22

23 Transcribed by Pamela E. Green, from
24 WebEx Recording Only
25

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I N D E X

(WHEREUPON, there were no exhibits marked during this hearing.)

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P R O C E E D I N G S

THE COURT: Okay. The next matter is the -- is Odom and Campolong and who is here for plaintiff on that matter?

(WHEREUPON, there was no audible response.)

THE COURT: Okay. Plaintiffs.

Defendant.

(WHEREUPON, there was no audible response.)

THE COURT: McCants and Maroney.

Okay. All right. Let me -- if I can just get counsel to come forward real quick?

(WHEREUPON, an off-the-record discussion was held in chambers at this time.)

THE COURT: All right. I appreciate everybody's patience. That, that -- the matter that I was gonna call I believe is gonna take some time to, to be heard. And so I want to get a few matters out of the way before we, we delve into that.

(WHEREUPON, other matters were heard at this time.)

THE COURT: All right. Folks, y'all want to come on down and get situated. Let me, let me take one brief recess and then we'll, as y'all are setting up, we --.

(WHEREUPON, the audio was blank for approximately the next 50 minutes.)

UNIDENTIFIED SPEAKER: -- from solicitor to the

1 invest -- the SLED investigator who investigated Mr.
2 Campolong and Mr. McLeod, and in that letter, the solicitor,
3 solicitor says (indiscernible) in the investigator file and
4 I found no evidence of criminal wrong doing.

5 Mr. Campolong denies knowing anything about this, which
6 is kind of funny because they wrote this letter in 2012.
7 They participated in the SLED investigation and then Mr.
8 Campolong wants to turned around and say, seven years later,
9 I just, you know, thought the investigation was still going
10 on. Obviously a jury can make a reasonable inference
11 that -- from that that they probably did know and there's
12 more evidence that he did know because Mr. McLeod stated in
13 his deposition that he was aware that Mr. Odom had been
14 cleared of any wrongdoing.

15 He said, when asked about this, he said yeah, I heard
16 it. Somebody told me. I can't tell you who told me that.
17 Someone told me that, yeah, he had been cleared of that
18 investigation.

19 So, one, that's evidence that they have reason to
20 believe that what they're saying -- accusing Mr. Odom of
21 misappropriating this \$850,000 grant was not true.

22 The second little bit of evidence that shows why they
23 should of known, they had good to reason what they were
24 saying wasn't true is the letter that was written from
25 secretary of commerce, Mr. Way, that was written to Mr. Odom

1 and in that letter he says the grant's awarded, \$850,000
2 grant, for these purposes and the purpose is -- and I don't,
3 I don't want to belabor the point (indiscernible) basically
4 to build a water pipe to Jefferson and that none of the
5 money was gonna be used to build infrastructure within the
6 Town of McBee itself.

7 Campolong admitted to seeing this letter and being
8 aware of the (indiscernible). But then what he's done is
9 he's turned around, and after seeing this letter that says
10 the money is to be used for this, he knows that the money
11 was used for that, but then he wants to turn around
12 afterwards and say the money was stolen and used wrong. He
13 can't do that. You, you can't do it but it's defamation and
14 it rises to the level of actual malice.

15 And then the last thing the Courts look at is, is
16 motive and the cases are pretty clear that motive does not
17 equal actual malice. Actual malice has nothing to do with
18 ill will but then motive can be supporting evidence that
19 someone did act. It's -- and I don't know -- want to go
20 through the entire factual background of this case for you.
21 You indicated to us earlier that you were a little bit
22 (indiscernible) with the legal battles before all the, the
23 parties that are here before you.

24 But if you read over our brief and the factual
25 background, it's, it's very clear, from evidence that as in

1 the record -- that is in the record that these defendants
2 would have a, a motive to want to harm Mr. --.

3 (WHEREUPON, the audio was blank for about 30 seconds.)

4 UNIDENTIFIED SPEAKER: And I'd like to briefly go over
5 absolute privilege.

6 we think -- they have, they have asserted that, that
7 applies in this case and it very, very clearly was not.

8 As we already said, you know just because you're a
9 public official doesn't mean that you get to go around and
10 say whatever you want to and it's privileged.

11 The general law, as, as far as absolute privilege is
12 concerned, has traditionally only been applied to official
13 legislative and judicial proceedings. And there's one case
14 in which the South Carolina Supreme Court has extended that
15 privilege outside of your expecting legislative proceeding,
16 which would (indiscernible) or, you know, something that
17 would happen in a courtroom such as this and that case is
18 Richards, and what happened in Richards was there was a
19 legislative delegation that was composed of a senator and
20 two representatives.

21 They went to I think Williamsburg County to meet with a
22 county commission to discuss reports of the director of that
23 (indiscernible) and they have an official meeting in which
24 (indiscernible) and the two representatives and the senator
25 met with the county commission, official meeting, to discuss

1 this and these -- the (indiscernible).

2 And then the Supreme Court looked at it and said we are
3 going -- they're -- the absolute privilege not only, you
4 know, is mostly just done in legislative and, and judicial
5 proceedings, but there are occasions in which it is
6 justified, and when they made their holding, they gave three
7 reasons why they were extending it in that case and that
8 case only to protect a (indiscernible).

9 The first reason they gave was because it was made in
10 an official meeting, not in an informal meeting, not
11 discussion before or after the meeting, not discussion on
12 the street, not discussion in a Huddle House, in someone's
13 place of business, which is where all these statements were
14 made in our case. They said the only reason that this is
15 absolutely privileged in this case where it didn't happen in
16 a judicial, judicial proceeding or true legislative
17 proceeding is because it was an official meeting that only
18 involved -- it was private that only involved, involved all
19 these officials and they were -- and it was directly related
20 to the discussion of the business (indiscernible).

21 So, in this case, we've got, you know, Ms. Bolton.

22 Okay. They say that anything said to her is protected
23 by the absolute privilege. She says in her deposition that
24 these statements happened before and after town council and
25 then later on in her deposition she kind of wavers on that a

1 little bit. But the thing is that this is a motion for
2 summary judgment.

3 So, the evidence is suppose to be deemed in the light
4 most favorable to us, not them, and all reasonable
5 inferences, inferences are suppose to be construed in our
6 favor. So, there is evidence of Ms. Fulton saying, hu huh,
7 these statements did not happen in session. They happened
8 before and after session.

9 As our -- as already been said, Mr. Stevens,
10 (indiscernible) Stevens testified that he was told outside
11 of town council session John Campolong's place of business,
12 that Odom was a crook, that he had stolen money.

13 This is not protected by the absolute privilege. It
14 doesn't matter if he's a town councilman. It has to be in
15 an official proceeding. An official proceeding doesn't have
16 to be (indiscernible) but it still has to be some kind of
17 official proceeding.

18 The statements to Mr. Morrison, Ms. Rory, and Ms.
19 Rory's sister, these people are just citizens of McBee.
20 These conversations happened on the street. They happened
21 in restaurants. They did not happen in, in some
22 (indiscernible).

23 So this would not be (indiscernible) in any kind of
24 protection like (indiscernible).

25 And then, lastly, to Mayor Campolong, whether or not he

1 has a vote in the town council sessions, he's still an
2 executive. He doesn't get any kind of protection that's
3 (indiscernible) to a Legislature when he is not in the
4 sessions.

5 So these statements that he has made outside of the
6 sessions to people, those are not absolutely privileged and
7 the law is, is very clear about this.

8 As far as the Statute of Limitations, defamation, we're
9 not saying that these 2016, 2012 publications are
10 actionable. They're evidence of the history of how this
11 thing has arisen. The actual defamation that we are
12 alleging in this case is all slander and it all occurred
13 after 2016.

14 Statements made to Ms. Rory in June of 2016, the
15 statements made to Ms. Bolton, Ms. Bolton didn't become a
16 town council member until September of 2016 and she said in
17 her deposition all these statements were made
18 (indiscernible) in the town council. Stevens says they were
19 made to him in 2017. Morrison says they were made to him
20 after this action was actually filed.

21 So these statements have been (indiscernible). This is
22 not stuff that happened, you know, five years ago, seven
23 years ago, ten years ago. These are statements that are
24 still happening.

25 I'll turn my attention to the civil conspiracy claim

1 and I don't want to get too bogged down in this. But the
2 civil conspiracy claim's got three elements or four
3 depending on how it's raised. But you got to have some kind
4 of combination or agreements of two people with intent to
5 harm the plaintiff.

6 Basically our position is that this 2012 letter is
7 evidence of that agreement. That doesn't mean that the
8 civil conspiracy claim accrued on that date, and because
9 they can make and agree back in 2012 hey, let's get together
10 and do whatever damage we do to Glenn Odom, let's do, but
11 said that the over (indiscernible) furtherance to that
12 conspiracy don't begin to occur until seven years later.

13 what their argument is, is because that agreement
14 occurred in 2012, now I can't bring a claim against them for
15 civil conspiracy because the overt acts occurred five,
16 seven, eight years later, that's not what the law says and
17 what our -- what we are alleging is that these acts, overt
18 acts, continued unabated in 2012 up until today and what
19 we're here about today is those overt acts were the slander.
20 They agreed, back in 2012 hey, let's get together. Let's
21 accuse Mr. Odom of doing these things and we will continue
22 to do them and it's just -- you know, if you look at it from
23 a common sense approach, forget the continuous accrual,
24 common sense approach, can a person engage in a conspiracy,
25 continue to do those acts, and if the plaintiff doesn't

1 bring a lawsuit within those first three years, now they're
2 allowed to continue doing those facts in perpetuity cause
3 you can't sue them (indiscernible), that's, that's just not
4 true and that's just basic common sense law.

5 We don't have to have a case that says continuous
6 accrual doctrine applies to civil conspiracy claims for all
7 of us to know that if you continue engaging in misconduct, I
8 can sue you for whatever is within the statutory period.
9 Now I can't turn around and say I'm suing you for the act
10 you did in 2012. That's obviously Statute, Statute, Statute
11 of Limitations. But if they continue to engage in overt
12 acts, I can sue them for those acts that occurred three
13 years before I filed the action.

14 And, Your Honor, that's, that's all I have to say.

15 Thank you for the opportunity.

16 THE COURT: Thank you, sir.

17 Okay. Ms. (indiscernible).

18 UNIDENTIFIED SPEAKER: The first -- the allegation that
19 we are admitting these statements, that (indiscernible)
20 actually made these statements, that, that is not true and I
21 just want to clarify that.

22 The only statements that he has claimed that he has
23 made are that the use of \$850,000 tobacco settlement fund
24 was self-serving and that the money should have been used
25 for backpay. Those are the statements that he admits to

1 making.

2 The argument that we are making though is if any of the
3 alleged statements made to other people are true, those
4 don't rise to the level of actual malice that they have to
5 prove. And as to the one statement that he admits to
6 making, that this money should of stayed with McBee, that's
7 just a factual opinion. That is not a -- that's not slander
8 in any way. That's just his personal belief that this money
9 should of benefited the town.

10 So, that -- I just wanted to clarify that for the
11 Court. There's also, at some point, was a misstatement of
12 the standard of actual malice. I know that that was kind of
13 clarified. But I just want to be clear that having reason
14 to know what -- a statement is false is not enough. So, the
15 standard is (indiscernible) degree of awareness of the
16 probable falsity of that statement.

17 Not knowing whether or not something is true, that is
18 not enough. The Court has been very, very clear on that.
19 Failure to investigate something, that is not enough.

20 So opposing counsel mentioned that you have to have
21 someone say under oath I believe that the statement that I
22 made was not true or that you have to have something that
23 concrete. If you look at that case that I cited earlier,
24 George versus Fabri, you can see that they said in that
25 statement -- they -- their alleged defamatory statement was

1 this candidate is racist. They asked him under oath do you
2 believe that this person is racist and they said I don't
3 know.

4 So, again, you don't have to have them say under oath
5 that they believe that the statement they were making was
6 true in order to rise to that level. You have to have proof
7 that they had an awareness of the probable falsity of that
8 statement and that's just not present here as to any of the
9 alleged statements. The only thing that they are using to
10 say that Kent McLeod should of known any statement he made
11 was false is that letter in 2013 that they've attached as an
12 exhibit that Your Honor will be able to view. That letter
13 was not sent to Mr. McLeod, and, in his deposition, he was
14 asked are you aware of this letter.

15 Yes, after this lawsuit when this letter is produced,
16 we know of that letter, but he did not say that he knew
17 about that letter at the time of any of the alleged
18 statements back in 2016 when this campaign was going on.

19 So, they have not met that standard and the Court was
20 very clear in saying that the standard at the summary
21 judgment stage is clear and, and convincing evidence that
22 they are aware of the probable falsity of that statement.
23 And so they failed to meet that standard.

24 The other thing that I wanted to mention was the
25 absolute immunity and that the statements that are made as

1 part of the executive sessions, there have been multiple
2 depositions taken where people have alleged there were
3 statements made in executive session and that they are
4 admitting that that is absolute immunity, which it is under
5 the law, we are certainly entitled to get summary judgment
6 as to that. And they're a number of things that have been
7 mentioned here today that they have conceded are not
8 defamation and we are certainly, at a minimum, entitled to
9 summary judgment as to those.

10 The -- there has been no argument that my client has
11 said that there was misuse of that \$2,000 check. So, we
12 certainly are entitled to summary judgment as to that.

13 They -- as to the statement about the waterline, the
14 only slight testimony that they used as to whether my client
15 said about puncturing a waterline was that someone may have
16 told me that, it may have been Kent, but not specifically
17 that Kent McLeod ever said that. And so certainly that
18 doesn't rise to the level that they're required to defeat
19 summary judgment. So, we are entitled to summary judgment
20 on that.

21 And then there was an admission that they're only
22 claiming slander now as part of defamation and not liable.
23 So I ask that certainly we get summary judgment as to any of
24 the printed documents that they've said are supportive of
25 their case. I think that those should be thrown out

1 including that 2012 letter based on the amended
2 (indiscernible) and that they are only seeking to recover
3 for slander.

4 As for conspiracy, there has been no mention of any
5 specific overt act that happened after 2012 involving my
6 client having an agreement with anyone else. The only
7 statements that they are using to try to sustain a claim
8 against my client is that he made specific statements to
9 people during the political campaign about why they're
10 supporting him or not. Not an agreement he made with
11 another person, a continuing agreement made with any second
12 person. We don't have that.

13 So certainly the civil conspiracy claim should be
14 thrown out on the Statute of Limitations. There's nothing
15 ever again evidencing any agreement between parties since
16 that 2012 letter and that 2012 letter, just to clarify,
17 judge, is asking officials to investigate this claim.
18 That's all that that letter is and that does not rise to the
19 level of civil conspiracy and that never happens again when
20 you look at the testimony. So there's no continuing
21 agreement or evidence of that.

22 If you allow me one moment to confer before I conclude
23 my --.

24 THE COURT: Yes, ma'am.

25 (Pause.)

1 UNIDENTIFIED SPEAKER: And then just one other
2 statement that I wanted to clarify for the Court.

3 They're using to spread their claim was a civil -- a
4 conversation that happened with Olin Morrison about the
5 \$850,000 tobacco money. This statement happened after Mr.
6 Morrison was subpoenaed to appear at his deposition, which
7 is the discussion about the allegations within that claim,
8 does not rise to the level of defamation and should not be
9 able to be used to support their claim of defamation.

10 THE COURT: All right. Thank you.

11 Yes, sir.

12 UNIDENTIFIED SPEAKER: Thank you, Your Honor.

13 I'm going to (indiscernible) statements to the Court.
14 (Indiscernible) cause they have admitted that they are only
15 seeking recovery for (indiscernible) slander.

16 Focused my attention on the slander, there is only one
17 statement that is said to have been made outside of the town
18 hall that my client (indiscernible) Campolong. That was
19 when Mr. Stevenson at Mayor Campolong's place of business.

20 Richardson, I believe the meeting that's referred to
21 took place in a senator's office, wasn't in an official
22 place of business, and I believe that that's an important
23 point that should be made here is that Mayor Campolong also
24 had a meeting at his office with a town council member.

25 He wasn't inviting his workers into the meeting to hear

1 what he was talking about. He made the statement to a
2 fellow council member and, again, the statement relating to
3 allegations that are in an ongoing lawsuit that the Town of
4 McBee has brought.

5 It's not irrelevant to the Town of McBee what is
6 alleged in that lawsuit. Therefore, Your Honor, I think
7 Richardson absolutely supports the application of absolute
8 privilege to a conversation between Mayor Campolong and
9 Mr. Stevens. If Your Honor happens to disagree, however,
10 the other statements were all made in the town hall, all
11 made in executive session or outside of executive session,
12 but in town hall meetings.

13 I, I believe that is -- the record will reflect that
14 and, Your Honor, because this memorandum was filed
15 yesterday, I'd like the opportunity to submit something to
16 support that fact before you.

17 Thank you, Your Honor.

18 THE COURT: All right.

19 UNIDENTIFIED SPEAKER: (Indiscernible).

20 THE COURT: All right, sir.

21 UNIDENTIFIED SPEAKER: Just, finally, Your Honor, on
22 the continuous accrual issue, I, I don't think we can forget
23 about continuous accrual.

24 One, it was alleged in the memorandum that that's the
25 basis for allowing civil conspiracy claims to continue here

1 and it's never been applied to civil conspiracy.

2 So, I think it does not apply. Your Honor will be
3 making new law and there's no basis for it based on the
4 Fourth Circuit opinion that I mentioned earlier and the very
5 clear opinions in the (indiscernible) case and the State's
6 expert in Wilson case that's saying these are based on
7 statutes. This isn't common law that's remaining.

8 Secondly though, Your Honor, the continuous accrual
9 doctrine shouldn't apply here and for this reason. This is
10 an excerpt from Mr. Odom's deposition that I referenced
11 earlier. Page 92 through 94.

12 He is asked by colleague, Mr. McCants.

13 All right. What did SLED tell you the purpose of the
14 interview was when they approached you?

15 This is Mr. Odom's answer. He didn't tell me. He
16 asked me did I know what it was about and I told him no. I
17 didn't have a clue. He said the mayor and the town had
18 filed a complaint against me for investigation of numerous
19 things.

20 That's after the letter was filed in 2012. That means
21 he had knowledge of who combined to write this letter. That
22 means that he had two years to file an action, or three
23 years, excuse me, to file an action for civil conspiracy.
24 He's put on -- he has a discovery rule pursuit to
25 conspiracy. He has to exercise reasonable diligence in

1 getting information. He didn't do that.

2 He -- the combination happened in 2012 per, per
3 opposing counsel. Anything that happens after done in
4 furtherance of that (indiscernible) civil conspiracy three
5 years expired long ago. Continuous accrual doctrine does
6 not apply, and, therefore, civil conspiracy claim must be
7 dismissed because of the Statute of Limitations. Any
8 damages or any actions taken afterward that accrued for any
9 actions taken afterward are in furtherance in that
10 conspiracy that allegedly began in (indiscernible).

11 So we had until around some time in 2015 to file an
12 action. They didn't do that. The claim is barred.

13 Then, Your Honor, I'd just like to confer with my
14 co-counsel quickly.

15 (Pause.)

16 UNIDENTIFIED SPEAKER: And, Your Honor, again, that --
17 I, I just -- I know, I know you've already granted the
18 request to submit something in response and (indiscernible)
19 thank you for that. (Indiscernible) yesterday and just to
20 wrap up, Your Honor, they have conceded they're not seeking
21 defamation based on liable. So, we should have summary
22 judgment granted against all the (indiscernible) documents
23 and we believe that the summary judgment should also be
24 granted against all of the slander that -- allegedly
25 slanderous statements. We ask for a ruling on each

1 statement however in case Your Honor disagrees that one in
2 the case of Campolong and maybe one in the case of McLeod
3 (indiscernible) by absolute privilege and satisfy
4 (indiscernible) that (indiscernible) satisfying the
5 (indiscernible).

6 So, again, we believe that, under either, under either
7 analysis, summary judgment should be granted against every
8 allegedly slanderous statement that's been pled.

9 Thank you, Your Honor.

10 I'm happy to answer any questions that has
11 (indiscernible).

12 THE COURT: All right.

13 UNIDENTIFIED SPEAKER: If I could also be given the
14 opportunity to respond to anything that was filed.

15 THE COURT: Okay.

16 UNIDENTIFIED SPEAKER: That, that you would like to
17 review that (indiscernible).

18 THE COURT: So ordered.

19 All right. Anything further, gentlemen?

20 UNIDENTIFIED SPEAKER: Yes, sir, very shortly.

21 They've said that no one has testified that the
22 (indiscernible) in fact outside of the council meetings have
23 said that Mr. Odom has stolen money. Ms. (indiscernible)
24 will testify in her deposition that they -- the question was
25 did they tell you how much he had embezzled. Yeah,

1 millions. So (indiscernible) these conversations took
2 place.

3 But they were in council meetings. They were at the
4 council meetings. No.

5 Q. Before.

6 A. Before, before or and after -- before or after
7 council meeting.

8 Uh-huh. (Affirmative). And both told you essentially
9 the same thing, that he had embezzled about (indiscernible).
10 Right.

11 Clearly that these are not privileged. According to
12 them, if you're on city council or town council, you're
13 outside the meeting, you can defame anybody and say anything
14 about them. But then you claim that you have executive,
15 legislative, and judicial immunity and can't be sued for it.

16 We would be in such a mess if that were true. All of
17 these judgments against these executives that have been
18 entered by every Court in this country would be barred if
19 they -- their position on this issue was correct but they're
20 not and Mr. -- they, they said that Mr. McLeod didn't know
21 anything about this (indiscernible) that we're talking about
22 when the investigation was concluded, that he had --
23 Mr. Odom hadn't done anything wrong, and the question was
24 asked of Mr. McLeod did you understand that SLED
25 investigation found no wrongdoing.

1 Yes, sir.

2 How did you learn that?

3 I don't really recall. It was told to me.

4 That's all we have.

5 UNIDENTIFIED SPEAKER: Your Honor, if I may briefly
6 respond?

7 THE COURT: Yes, sir.

8 UNIDENTIFIED SPEAKER: Thank you. I will be brief.

9 The excerpts that were just written indicate that these
10 statements that Mr. (indiscernible) says she remembers
11 hearing (indiscernible) all took place in the town hall.
12 They were all taking place -- I, I think if you read it
13 through, it's either in executive session or during a
14 meeting. It's right after a meeting or right before a
15 meeting or you're there for a meeting. You're there to meet
16 with both council members. Statements are being made to
17 other council members and the statements are about
18 allegations of an ongoing lawsuit that the Town of McBee
19 (indiscernible).

20 They're not just talking smack. They're not making fun
21 of him. They're not defaming him. They're talking about
22 things that are relevant to the Town of McBee because the
23 Town of McBee has a lawsuit where they've made those very
24 same allegations. Absolute privilege absolutely applies.

25 We asked for a ruling in each allegedly slanderous

1 statement, Your Honor.

2 Thank you again for your time.

3 THE COURT: Okay. Anything further?

4 (WHEREUPON, there was no audible response.)

5 THE COURT: All right. And just, just for the record,
6 it's my -- I -- in chambers I spoke with counsel that the
7 Court's familiar with both plaintiff and defendants and I
8 disclosed prior relationships, which -- and, and I'll just
9 say again I was mayor at Hartsville. We had some meetings
10 with the City of McBee over water and sewer issues, that I
11 can't, so long ago, can't specifically remember what those
12 details were.

13 But it was about economic development matters and did
14 not involve any litigation. Did not involve any of these
15 litigants in a controversial manner that, that I recall and
16 I think I disclosed that there's a restaurant that the
17 McLeod family owns and operates and I've been there before.

18 So, I know, I know everybody and there was no objection
19 to me hearing it and my concern was, if I didn't hear it, I
20 didn't know when it would be heard and this is old
21 litigation and I wasn't sure when you'd have another judge
22 who would not be me or Judge Burch, who I believe has
23 claimed a conflict due to being related to one of the
24 parties.

25 So I -- that was disclosed and nobody had any

1 objections and, you know, unless there's an objection now.

2 (WHEREUPON, there was no audible response.)

3 THE COURT: All right. Hearing none, then they're,
4 they're no, they're no conflicts or any conflicts to be
5 waived.

6 All right. I've got a, I've got a lot of material to
7 read and I think you two folks want to submit some stuff
8 and, and I'm gonna have to dig through that. These are
9 complicated matters and you've cited a number of authorities
10 and I've got to go through all that.

11 I appreciate your patience. I'm sorry you had to wait
12 till the end but I wanted to kind of get some of those less
13 substantial matters out of the way in terms of, you know,
14 the time required to hear them.

15 okay. All right. Thank you.

16 okay. I'll adjourn the hearing.

17

18 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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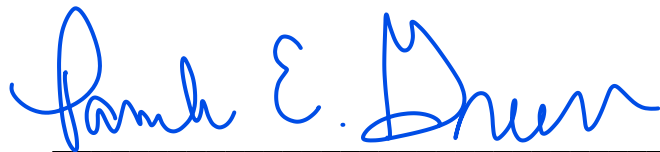
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Chesterfield County, South Carolina, on the 17th day of August, 2022.

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

November 7th, 2022



PAMELA E. GREEN, Court Reporter

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF CHESTERFIELD) COURT OF COMMON PLEAS NONJURY

3
4 GLENN C. ODOM,) TRANSCRIPT
5 PLAINTIFF,) OF
6 VS.) RECORD
7 JOHN CAMPOLONG AND A.C. MCLEOD,) 2018-CP-13-275
8 DEFENDANTS.)

9
10 April 19th, 2023

11
12 B E F O R E:

13 THE HONORABLE MICHAEL S. HOLT, Judge.
14

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

16 JOHN E. PARKER, JR.
17 ESQ.
18 Attorney for the Plaintiff

19 JOHN L. MCCANTS
20 ESQ.
21 Attorney for Defendant Campolong

22 MONICA B. TOWLE
23 ESQ.
24 Attorney for Defendant McLeod

25 Transcribed by Pamela E. Green
from WebEx Recording

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I N D E X

(WHEREUPON, there were no exhibits marked or testimony
taken during this hearing.)

1 P R O C E E D I N G S

2
3 THE COURT: All right. The next matter before the
4 Court is Glenn Odom versus John Campolong. All parties
5 involved in that, if you would just come forward and then
6 we'll get started.

7 (Pause.)

8 THE COURT: Everybody ready?

9 (WHEREUPON, there was no audible response.)

10 THE COURT: All right. Court will come to order.
11 This is 2018-CP-13-00275. It's Glenn C. Odom versus
12 John Campolong, defendant, et al. There, there are --
13 appears to be multiple matters before the Court on this
14 docket related to this litigation.

15 Counsel, I'll let y'all -- I'll defer to y'all in what
16 order.

17 who wishes to be heard first?

18 (WHEREUPON, there was no audible response.)

19 THE COURT: Yes, sir, Mr. -- be happy to hear from you,
20 Mr. Parker.

21 MR. PARKER: Thank you. (Indiscernible) for Mr. Odom.

22 (WHEREUPON, the audio was indiscernible for the next
23 minute.)

24 MR. PARKER: -- summary judgment --. (Indiscernible)
25 privilege, the Court found that Mr. Campolong's statement

1 that he made (indiscernible) absolutely privileged. We
2 believe that that is in error. The privilege -- Legislative
3 privilege is what (indiscernible). Legislature
4 (indiscernible) the things that take place during that
5 meeting or in executive session are under privilege.

6 Various (indiscernible) to the privilege that applies.
7 (indiscernible). But that's (indiscernible) to say
8 something before he knew (indiscernible). Mr. McCants, Mr.
9 McCants, they say he was (indiscernible) whatever I see.
10 Then (indiscernible) is privileged. Absolutely.

11 He can't sue him (indiscernible) but if I were to walk
12 outside in that room to this courtroom, go over to the door,
13 I see somebody that (indiscernible) go to the door that I
14 know, I can say the same thing about Mr. McCants. Then he
15 can sue me.

16 The privilege only applied within this arena within
17 these (indiscernible) as we're up to the bar. It doesn't
18 apply once we leave and go out in the public and say those
19 things. If we say it outside of the meeting, that normally
20 applied to this meeting so to speak that we're having. I
21 would have reason the Court (indiscernible) made an error in
22 granting Mr. Campolong summary judgment.

23 The testimony in this case showed (indiscernible) go
24 over that (indiscernible) that there were (indiscernible).
25 And, and, secondly, the Court did not consider

1 (indiscernible) testimony of Marion Stevens, which he
2 testified on Page 5 have you heard him, Mr. Campolong and
3 Mr. McLeod, say Odom was a crook and stolen (indiscernible).
4 He asked, he asked for proof and they didn't produce it.

5 Page 6. He heard Campolong say that Mr. Odom illegally
6 used \$850,000.

7 True.

8 Page 6. Campolong said Odom stole money from him.

9 Page 8. Odom was a crook and stole money from the
10 town. He asked for proof. They provided it.

11 Page 11. Campolong said these things not in a meeting,
12 not in the Town Hall, but at his place of business at his
13 factory.

14 So none of this testimony was mentioned in the Court's
15 order. Clearly this testimony establishes that privilege
16 doesn't apply. It wasn't at the town -- it wasn't at --
17 there's wasn't -- there's no evidence in the record that
18 shows that, when Mr. Stevens met with Mr. Campolong, they
19 were even talking about town's business. It doesn't say
20 what they did. It only says what Mr. Campolong said at his
21 factory and clearly there is no privilege even though the
22 Court found that there was and we believe that that was
23 clearly error. Mr. Stevens testimony should be taken in
24 account, which it wasn't.

25 And, secondly, in addition to Mr. Stevens, Ms. Beulah

1 Bolt -- Bolton testified about a number of defamatory
2 statements that lack privilege. She said that Mr. McLeod,
3 on Page 9 of her deposition, Mr. McLeod said Odom had stolen
4 from the Town of McBee which was false.

5 She said that -- Page 10 of her deposition, Bolton said
6 he illegally used \$850,000 in Tobacco Settlement funds. She
7 was told this not in a meeting but before and after the
8 meeting at the Town Hall. That's her testimony on Page 10.

9 Also on Page 10, they told her that Mr. Odom had
10 punctured a town waterline and he was told this before and
11 after the meeting.

12 He testified on Page 7. She said Bo told her not at a
13 council meeting but before or right after Mr., Mr. Odom had
14 embezzled the money all of which was slanderous, all of
15 which is, is actionable and the -- as I said, the Court
16 found (indiscernible) were privileged by the legislative
17 privilege.

18 Privilege does not extend outside of the meeting just
19 as I said about the privilege of a lawyer. Privilege
20 doesn't go to what somebody says outside of the people even
21 though they are members of council. There's no testimony
22 that they were even considering anything about Mr. Odom at
23 these meetings. There's zero testimony.

24 On Page 15 of the deposition, it said that lots of
25 times that Mr., that Mr. Campolong said that lots of

1 times -- said a lot of time since Mr. Odom stole money from
2 the town and messed up the waterline.

3 Page 16. She said it's been a lot of intentions
4 about -- I mean, excuse me, contentious about what he'd
5 done.

6 17. Said Glenn stole money from the town, that Mr.
7 Campolong said that.

8 Page 17 when she said they said it at the Town Hall
9 outside the meeting. Not in the meeting but outside of the
10 meeting.

11 She testified that Mr. McLeod made the same statements
12 on Page 19. She said, at Page 19, that all these things
13 were outside of the building.

14 Okay. They were said outside of the Town Hall.

15 Mr. Odom -- excuse me. Mr. Olin Morrison testified
16 that Campolong and McLeod told -- excuse me. Holden said
17 that Campolong and McLeod told her on a number of occasions
18 that Odom embezzled money. These were outside of the Town
19 Hall before and after meetings.

20 The Court did not consider Manny Stevens testimony in
21 deciding whether to grant judgment for Campolong. Had the
22 Court considered this testimony, it would have to find that
23 the statements made by Mr. Campolong through Mr. Stevens
24 were not in anyway privileged. They took place at his
25 factory. There's no evidence in the record that shows it

1 had anything to do with the town's business and it really
2 doesn't show the purpose why Mr. Stevens was, in fact, at
3 the place of business. It may be that he was. But there's
4 no evidence in the record that shows that.

5 The Court found absolute privilege that all of Gil
6 Boatman's testimony about what Campolong and, and McLeod
7 obviously said about Mr. Odom. This was in error because
8 the only thing privileged is what takes place at the
9 meeting.

10 The Court in its order all spec -- talks about the
11 legislative privilege is just through the -- to get down to
12 the basics, it would be about on the floor of the House in
13 Columbia. If I made a speech and I slandered someone, they
14 couldn't sue me because there's absolute privilege.

15 Again, if you walk out in the lobby and say the same
16 thing to a lobbyist, then it's actionable that it's -- can't
17 claim privilege because it's not within the confines of what
18 is privileged and we believe that the Court made a, a
19 serious error in this case in granting Mr. Campolong summary
20 judgment because there were numerous statements by Mr.
21 Campolong that were, in fact, false. There was much
22 testimony about the false statements he said about Mr. Odom.
23 I don't think there's any question about it.

24 The Court didn't find that, that he was truthful. The
25 Court found that the legislative privilege that -- pertained

1 to these statements. We believe that, in fact, the
2 statements are outside.

3 Mr. Campolong, interesting, and telling again one
4 finding the Court was we couldn't prove reckless disregard,
5 intentional conduct, which is necessary in New York Times
6 versus Sullivan case, that we'd have to prove he
7 (indiscernible) for actual malice or reckless disregard for
8 the truth.

9 We clearly proved that and we proved it by Mr.
10 Campolong. Mr. Campolong testified under oath that he said
11 none of the things which Mr. Steven and Ms. Bolton said he
12 told them. He, he denied saying any of it. He said he did
13 not think that Glenn Odom did anything wrong and that was
14 his testimony under oath. He did nothing wrong and,
15 therefore, he -- but he actually had to be in reckless
16 disregard or intentionally said these things. But we have
17 much evidence that he, in fact, did say them, that he says
18 now that he -- that they're not true but he said it.
19 Therefore, he would be responsible for them.

20 All in all, Your Honor, we believe that the, the giving
21 summary judgment to Mr. Campolong has been -- is in grave
22 error and we think much evidence for that (indiscernible).

23 Now, we believe -- think the Court found that, that the
24 testimony of Ms. Bolton about Mr. McLeod when she testified
25 that's what he told her that it was also a privilege.

1 We do not believe that's the case because Mr. McLeod
2 had no right to be telling her outside, either before or
3 after the meeting, that, in fact, Glenn Odom had taken I
4 think it was \$850,000 he testified to or either 1-million.
5 And we believe the Court was in error granting summary
6 judgment as to Ms. Bolton's testimony that was explaining
7 that it was, in fact, privileged when it's not.

8 I mean I think we (indiscernible) the Court to look at
9 and we ask you to reconsider is whether or not absolute
10 privilege applied to statements made by the defendants in
11 this case outside of a meeting of Town Council whether or
12 not there's legislative privilege for that which we think is
13 clearly no legislative privilege for that and we would ask
14 the Court to, to reverse its judgment.

15 Thank you.

16 THE COURT: Thank you, Mr. Parker.

17 Who would like to be heard in reply?

18 MR. MCCANTS: May it please the Court.

19 I am John McCants and, and here on behalf of John
20 Campolong.

21 Essentially the matter is before you on a motion to
22 reconsider for granting summary judgment in full to John
23 Campolong personally who (indiscernible) Mr. McLeod.

24 I'll, of course, speak on behalf of Mr. Campolong. He
25 was granted full summary judgment.

1 I have written an extensive response to the motion to
2 reconsider and I'll rely on that response as well
3 (indiscernible) cause there's a lot of information
4 discussing on -- discusses each and every argument made by
5 Mr. Parker for his client.

6 Your Honor, we've already -- this morning was a little
7 more briefly added. So I'm gonna try to touch on those
8 issues and not go too far else in the arguments.

9 First addressed from Mr. Stevens, Marion Stevens, who
10 is importantly was a Town Council member at the time these
11 statements were allegedly said and the same for Beulah
12 Bolton. She was a Town Council member, and, if I'm not
13 mistaken, she is currently a Town Council member.

14 Mr. Campolong has now retired and is no longer made at
15 this point. Was made it in 2008 who approximately
16 (indiscernible).

17 So, first regarding Marion Stevens, Marion Stevens, in
18 his deposition, testified that conversations with John
19 Campolong concerned matters of public interest including the
20 town water system and \$850,000 grant from Mr. Grant. He
21 testified that these conversations took place in the Town
22 Hall meetings and/or executive sessions.

23 He says, on Page 5, what we've alleged they falsely
24 accused Mr. Odom of using \$850,000 that we received from the
25 Tobacco Settlement fund (indiscernible).

1 Q. Have you heard either one of them say that?

2 I'm not mistaken, I think Mr. Campolong mentioned
3 something about that but I'm not exactly sure.

4 And that's a red flag right there because their burden
5 of proving it's standard constitutional action
6 (indiscernible) is clear and convincing evidence and that
7 well (indiscernible) indicates that they don't have clear
8 and convincing evidence vis-a-vis Mr. Stevens.

9 Continuing. Was this outside a council meeting or when
10 was it?

11 Mr. Stevens. It was during council meeting.

12 During council meeting?

13 Uh-huh. (Affirmative).

14 Q. In, in executive session or not?

15 A. Yes, sir, executive session.

16 And was a topic of this -- what was the topic of this
17 executive session?

18 (Indiscernible) and that's in all the other stuff as
19 well.

20 Your Honor found that those conversations, discussions
21 during council meetings, during executive committees were
22 absolutely privileged and Your Honor's correct on that. And
23 I do not think Odom can test that point.

24 So, with regard to Marion Stevens, the conversations
25 he's talking about actually is during a meeting, and as

1 Mr. Parker said, you can basically defame someone standing
2 in this courthouse or in a proceeding and you can do the
3 same in Town Council meeting.

4 Marion Stevens also had one conversation or discussion
5 with Mr. Campolong at Mr. Campolong's place of business and
6 we have submitted to Your Honor that that conversation as
7 well falls within the definition of absolute privilege or
8 the purview of it and the reason is that based on the
9 definition and the scope of the absolute legislative
10 privilege.

11 We know the conversation had to do with Duncan Moore
12 (indiscernible) and the water system. That's what Mr.
13 Stevens pointed to. And, secondly, Mr. Stevens made it very
14 clear that, in his testimony that's in the brief, that he's
15 not a personal friend of Mr. Campolong's. He's not a social
16 friend with Mr. Campolong. They so -- and respect each
17 other as members of Town Council and that's the business
18 they have that's between them, this Town Council business.

19 Secondly, the Court has to remember the occasion we're
20 talking about because this is between 2016 and 2018 time
21 period, which is when the lawsuit was filed in 2018, and
22 2016's the reach back to when the two year Statute of
23 Limitations expired.

24 Well, Your Honor may recall that, during this whole
25 period, there were elections and those elections were

1 contested practically for the whole period of 2016 to 2018.
2 So, Mr. Campolong, at the time purportedly spoke to
3 Mr. Stevens at his plant, was also dealing with a candidate
4 voting.

5 Now, with regard to the absolute privilege there, the
6 absolute privilege is not a regent meeting hall. The
7 Richardson v. McDill, which is the case on point that deals
8 with these issues, and Chief Justice Woodrow Lewis wrote it,
9 and it's been the law since His Honor wrote the decision,
10 said it is thus clear that the unqualified privilege does
11 not depend on rigid requirement of a strictly legislative or
12 judicial proceeding. Its limits are rather fixed by
13 consideration of public policy.

14 So, in Richardson, the Supreme Court was -- just the
15 (indiscernible) Richardson was not totally involving the
16 legislative members. There was an outsider. In our case,
17 I'm just focused on conversations between Mr. Stevens and
18 Mr. Campolong. Intending in Richardson, the Supreme Court
19 raised the inquiry by Circuit Court to be as follows:

20 The question to be resolved is whether the respondent's
21 statements had some relation to or part of his duties as a
22 member of the Legislature from Williamsburg County. If
23 there were, the Lower Court properly held that they were
24 absolutely privileged.

25 So, the fact that you leave this courthouse or you

1 leave Town Hall and you talk to a Town Council member
2 doesn't release the absolute privilege. The Supreme Court
3 looks at the public policy of what the conversation was
4 about and not whether you're standing in Town Hall in a
5 meeting. You don't have to gather the meeting of quorum.
6 You don't have to do a roll call. You don't have to do
7 minutes.

8 Two Town Council members can discuss Town Hall -- Town
9 Council and town business and be cloaked with the absolute
10 privilege. And I believe this Court did find that
11 absolutely and I think it correctly found that. Those
12 conversations with Beulah Bolton and Marion Stevens, we've
13 not mentioned specifically, are protected by the absolute
14 privilege.

15 Secondly, Beulah Bolton. Beulah Bolton testified that
16 the conversations -- and Your Honor found that conversations
17 with Beulah Bolton right before or right after Town Hall
18 meeting were protected by the absolute privilege.

19 This is what Ms. Bolton said. She says do you --

20 Q. Do you recall where these conversations took place?

21 A. Probably. It had to be here -- in here somewhere.

22 In here somewhere that day was Town Hall cause that's
23 where the deposition was taken.

24 So, Ms. Bolton's basically saying the conversation with
25 what Mr. Campolong (indiscernible) said took place in Town

1 Hall.

2 Secondly. But they weren't in council meetings? They
3 were after council meetings?

4 A. No.

5 It's a bit ambiguous.

6 Q. Before?

7 A. Before or after.

8 Q. Before or after council meetings?

9 A. Uh-huh. (Affirmative). Yeah.

10 The fact that it took place in Town Hall was,
11 nevertheless, in conversation by Mr. Campolong purportedly
12 with another Town Council member and the South Carolina
13 Supreme Court does not apply a rigid you must be in a
14 meeting, that you must be inside the courthouse to be
15 cloaked with the absolute privilege.

16 Now, underlying that or laying over that, the various
17 privileges of -- that the Court, you know, can take into
18 account and did. It was election time. The freedom of
19 speech and First Amendment is particularly high in favor of
20 the speaker or the publisher during an election. They're
21 matters of public interest. They're -- the only allegation
22 that the plaintiff (indiscernible) Campolong. He says
23 talking about the 850,000 grant, which is a municipal grant,
24 which is a grant that's certainly Town of McBee residents
25 have some interest in, public grants (indiscernible)

1 municipal officials and, secondly, the -- some worst defect
2 about puncture for the waterline and, again, the waterline's
3 a big deal. It's certainly public interest to the residents
4 of McBee and knowledge right before she -- the case before
5 us, which is the Town of McBee versus Allendale and that's
6 where Ms. Allen gets into the road.

7 The allegations in the complaint from Mr. Odom against
8 Mr. Campolong are also in pleadings in the Town of McBee
9 case against Allendale. These are matters of public
10 interest vis-a-vis the town case. They're absolutely
11 privileged for the judicial proceeding standpoint cause what
12 is written in a lawsuit is protected. But they're also
13 absolutely privileged with regard to and constitutionally
14 protected as to Mr. Campolong because he's speaking as to
15 matters of public interest during election season about
16 constitutional matters that are protected by the clear and
17 convincing evidence standard.

18 But the problem is two of these witnesses, and these
19 are the only two witnesses, are two Town Council members and
20 I think that's important because there's no evidence that
21 Mr. Campolong spoke to any third party who was not a Town
22 Council member with one exception that the Court found in a
23 conversation with Beulah Bolton's sister there did not arise
24 to constitutional acts of malice because the words were he
25 messed up the town, he ruined the town.

1 who knows what that means. But it's rhetorical or
2 hyperbole that the Supreme Court found and I suspect to say
3 that somebody said you can agree with something and not in
4 anyway amount to constitutional actual malice.

5 Listen to the rhetoric which goes on today and been
6 going on a hundred, two hundred years in this country. This
7 is why it's stated you ruined the town during the election
8 season. You can't possibly amount to constitutional action
9 of malice.

10 One moment, Your Honor.

11 (Pause.)

12 MR. MCCANTS: I do, I do want to impress that this
13 Court did find, in regards to the absolute privilege and
14 with regard to John Campolong, did find that none of it
15 failed to meet the clear and convincing standard of
16 constitutional actual. So, (indiscernible) besides the
17 privilege and, in part, because that overlays everything.

18 The allegation -- two allegations in the complaint are
19 simply absolutely privileged and the Court made that finding
20 and that's -- both arise and (indiscernible) everything from
21 including the second alternative ground with regard to your
22 constitutional actual malice.

23 In their brief on constitutional actual malice, the
24 first argument they make is the Court did not consider the
25 entire record. Well, the Court did and I, I hope I was not

1 too -- stated it too much. But Your Honor said it five
2 times. Your Honor wrote five times I have considered the
3 entire record and Your Honor did.

4 The second said he only focused on Odom's deposition
5 testimony. Well, the Court did not. The Court said I've
6 looked at the trial re -- record but I do find it
7 particularly troubling that Mr. Odom himself (indiscernible)
8 before or evidence to prove his case. That's troubling.

9 On a clear and convincing standard, you got to have
10 something and you got to (indiscernible) make your case and
11 the fact that he didn't, Mr. Odom argues, that he shouldn't
12 be punished for that.

13 Well, my question to him at the beginning was you don't
14 understand my question, tell me to repeat it. If I don't
15 speak loudly enough, tell me to repeat it. Sometimes I
16 don't.

17 So, he said I understand and I asked him this question
18 when I asked those questions about the written
19 (indiscernible) and he said I didn't have it
20 (indiscernible). He goes on and they're four or five areas
21 and I'm gonna read it from my brief because they get along.
22 Four or five areas that he says there's sufficient,
23 sufficient evidence.

24 Well, I think when the Court reads the depo --
25 depositions (indiscernible) you'll see, Your Honor, that

1 they simply don't (indiscernible) sufficient evidence.

2 They're instances where the record is misconstrued.

3 They're instances where the deposition testimony's taken out
4 of context and they're instances where the law that's just
5 not cited impartially -- partially exceptions to a rule
6 instead of the whole rule and so forth.

7 with regard to that, this is a motion to reconsider. I
8 think it requires some significant evidence. Not just
9 repeat your argument. Not to recycle it. You offer some
10 new evidence, something the Court seriously misapprehended.
11 I think the Court, Your Honor, was thorough. I think the
12 (indiscernible) recovered I think the Court portion learned
13 granted full summary judgment for Mr. Campolong.

14 Thank you.

15 THE COURT: Thank you, sir.

16 MS. TOWLE: Thank you, Your Honor.

17 May it please the Court.

18 My name is Monica Towle and I represent A.C. McLeod
19 also referred to as Kemp McLeod.

20 First I'd like to address the plaintiff's motion
21 separately. We have filed a motion to reconsider on behalf
22 of Mr. McLeod that we will address after I make some
23 arguments on this motion (indiscernible) please the Court.

24 THE COURT: Yes, ma'am.

25 MS. TOWLE: The absolute privilege is the issue

1 (indiscernible) there by plaintiff. As you know, that's
2 supported the legislator speaking of matters of public
3 concern.

4 As Your Honor knows, this is the heart of the person
5 (indiscernible) something that we must vigorously protect.
6 That's highlighted throughout our briefs on how important it
7 is to protect that right. That's been highlighted by the
8 Supreme Court in the United States as well as the Supreme
9 Court of South Carolina.

10 Now, I want to focus on the statements that were
11 allegedly made by my client, Mr. McLeod. The testimony has
12 been misquoted I would say throughout this proceeding.
13 We've highlighted the actual testimony at issue at least in
14 our brief.

15 But there are only two witnesses and two statements at
16 issue in this regard (indiscernible) Mr. McLeod, the
17 statements that were allegedly made to Marion Stevens and
18 the statements allegedly made to Beulah Bolton. And as to
19 the statements to Mr. Stevens, when he testified, he denied
20 that any such statements were ever made to him.

21 So, as to my client, they have clearly not met the
22 clear and convincing standard of establishing that
23 defamatory statement there.

24 So, the only statement at issue as to Mr. McLeod is a
25 statement to Beulah Bolton and her testimony lacked any

1 specifics. If you look through there, and see --
2 (indiscernible) much of her testimony, and ultimately says
3 that there may have been a discussion of the \$850,000
4 tobacco grant and where that money went. Again, may have
5 been does not rise to that level of defamation by clear and
6 convincing evidence.

7 But, most importantly, in the context of absolute
8 privilege to look at is her testimony as to what the
9 statement concerned and where those statements were. And if
10 you look to Page 37 of her testimony, when asked have you
11 heard A.C. McLeod, Junior, which we refer to as Kemp McLeod,
12 have you heard him make any statements that you've talked
13 about that you've testified to previously, have you heard
14 him make those statements outside of Town Hall?

15 No, not really.

16 And then, towards the end of Page 38, always in Town
17 Hall. You always talked to him here in Town Hall and she
18 answered uh-huh.

19 So, clearly, looking at her testimony, she limits any
20 statements that were allegedly made by Mr. McLeod to Town
21 Hall. We know what those statements concerned, that they
22 are matters of public concern. The use of town funds, the
23 use of a grant to the town, those issues are integral to the
24 legislative process of what's going on in this town. Those
25 are issues of public concern and those are issues that must

1 be afforded protection.

2 Again, looking to whether its in -- and regardless of
3 whether -- where these conversations occurred though, if
4 they're clearly on the record and they're within Town Hall,
5 the standard in South Carolina is that it does not depend on
6 the ridged requirements whether it's strictly legislative or
7 judicial proceeding, the privilege is limited -- and is not
8 limited or fixed. Instead it considers the considerations
9 of public policy.

10 They explained in Richardson that it's not about where
11 those statements happened. It's about what they concerned.
12 If they are matters of public concern, the location of those
13 is the topic at issue and it's clear, when you review the
14 entire record that you saw, that these statements concern
15 matters of public concern and that's why absolute privilege
16 was properly afforded to the statement. And there is then
17 nothing to say that that ruling was erroneous or that there
18 were any (indiscernible) that were not concerned by the
19 Court originally in your order.

20 So we ask that the Court uphold the application of
21 absolute privilege to those issues and then separately I
22 will argue our motion as to the remaining issues that
23 survived summary judgment.

24 THE COURT: All right. Yes, sir, Mr. Parker.

25 MR. PARKER: The (indiscernible) attorneys have argued

1 that there was no evidence of malice with regard with Mr.
2 McLeod, Mr. Campolong is simply not correct.

3 The malice, the reckless disregard is shown by the fact
4 that Mr. Campolong is suspect, in his own words, said none
5 of these statements are true. I asked him about each one of
6 them he made about -- with all the witnesses and to go into
7 that. He said that -- he said no, he didn't know anything
8 about it. Didn't know whether it was true or not. He said
9 he didn't think it was, that he didn't think that he knew
10 anything Mr. Odom had done correctly.

11 The fact that you say something without having a belief
12 in the truth of it is -- it's clearly actual malice that at
13 best (indiscernible) at worst reckless disregard of the
14 truth and the record is full of that testimony. There's
15 nothing mentioned about any testimony of Mr. Odom
16 (indiscernible) in which the Court used to deny Mr. McLeod's
17 summary judgment and said that Mr. Morrison (indiscernible)
18 to what he was told by Mr. McLeod about criminal acts on the
19 part of (indiscernible) on the part of (indiscernible) Glenn
20 Odom. He testified that (indiscernible) and that he was
21 told several things that were, in fact, false and were both
22 slanderous and (indiscernible) the basis of -- one of the
23 basis of this complaint.

24 And we believe that the record in the case clearly
25 demonstrates that -- I mean the issue is if, if the absolute

1 privilege goes to the length that they said it did, nobody
2 on a legislative or a town council, any governmental body,
3 could ever be sued for saying something false if it was said
4 before or after a meeting. I mean that's just not the law
5 and we feel confident that that's not the law.

6 It doesn't go that far. It goes to protect what takes
7 place during the meetings, not after, which is one other
8 critical point here is that absolutely no evidence in the
9 record that shows that anything that was said about Mr. Odom
10 was part of any meeting. It wasn't even related to the
11 meeting as far as the evidence in this case is concerned.
12 It was totally outside of that, and according to the
13 witnesses, Ms. Bowling -- Bolton, it took place outside of
14 the buildings and there in the vicinity of the Town Hall.
15 But there's no evidence that it, in fact, was part of a
16 meeting or anything about what was said was any part of the
17 meeting.

18 You can't, as a member of Town Council, you go outside
19 the building and then you say Mr. Parker stole from me, and
20 it had nothing to do with that meeting, there's no privilege
21 that attaches there. It's impossible because it has nothing
22 to do with the Town Council meeting and there's no evidence
23 in the record to show that any of these statements were part
24 of any of the Town Council meetings other than the fact that
25 Mr. Stevens testified -- and it's not on the occasions that

1 the statements were made. But he testified about things
2 that were said about Mr. Odom I'd like to consider. Of
3 course, we have no claim for defamation for those things.
4 The (indiscernible) statement made outside of the meeting
5 that slandered Mr. Odom and furnished the basis for the case
6 against both of the defendants. We believe that we are
7 entitled to go to the jury to each defendant.

8 THE COURT: All right.

9 All right. Ms. Towle, do you want to be heard?

10 MS. TOWLE: Your Honor, as I explained, partial summary
11 judgment was granted as to my client, Mr. McLeod. The only
12 remaining claims of defamation after this Court's order of
13 January 26th, 2023, are statements to Olin Morrison that
14 was made in the Huddle House after this lawsuit was filed
15 discussing the use of public funds from Tobacco Settlement
16 and the discussion that the two individuals, my client and
17 Mr. Morrison, disagreed with the use of that money or how
18 the fees for that money was brought.

19 The other statement is a statement to Willie Mae Roary
20 during plaintiff's political election where they were
21 discussing whether or not she should vote for him and there
22 was a discussion of him improperly taking money from the
23 town. Those are the two issues that remain based on the
24 order and we ask that the Court reconsider its order and
25 instead grant full summary judgment in regard to those

1 remaining issues.

2 The Constitution grants great protection to political
3 speech, speech about public officials certainly during
4 public campaigns and that's what's at the core of this case.

5 As the Supreme Court's explained this constitutional
6 protection for public debate and discourse is uninhibited,
7 robust, and wide open and may well include vehement
8 (indiscernible) and sometimes unpleasant, sharp attacks on
9 government and political officials. This is something that
10 we still must protect. That's at the heart of our
11 Constitution.

12 And as we explained in our briefs, however this case
13 for Mr. Odom made a (indiscernible) statements that were
14 made about him during the political campaign, these opinions
15 of the citizens of McBee, his remedy is the election, the
16 ballot box, not a claim for defamation. He has failed to
17 meet that high standard of clear and convincing evidence of
18 actual malice.

19 So, the way we've kind of broken down this argument
20 first is that full summary judgment should be granted to Mr.
21 McLeod in the same manner in which it was granted to the
22 codefendant. The order here at issue first quotes testimony
23 of the plaintiff and the quotes is asking the plaintiff do
24 you have any knowledge that either one of these defendants
25 entertained serious doubts about the truth of the statements

1 that you alleged they have made?

2 A. I would have no way of knowing that.

3 That is quoted within your order as grounds to grant
4 summary judgment as to the codefendant and clearly within
5 that statement you see that this is applicable to both
6 defendants, that he does not have evidence to support actual
7 malice as to my client or the codefendant, and, for that
8 reason, we ask that that quote be equally applied to both
9 defendants to grant full summary judgment as to Mr. McLeod.

10 Now, the remaining issue would be the failure to meet
11 that high standard of actual malice by clear and convincing
12 evidence. When addressing the conversation with Olin
13 Morrison, the order that Your Honor issued states and while
14 it does appear as the two individual lines were already made
15 up in the matter and were making statements of opinion
16 rather than purposeful defamation, belief in that statement
17 is not a necessary element of defamation under our law.
18 Only that the publication itself was defamatory. The Court
19 finds that there does exist a genuine issue of material fact
20 as to the statement made to Olin Morrison by McLeod.
21 Summary judgment is denied as to this point.

22 So, reviewing this, it appears that the grounds for
23 denying summary judgment is the belief in the statement is
24 not a necessary element and I draw the Court's attention to
25 that because the Court was correct in its ruling that this

1 statement was an opinion statement, a conversation between
2 two individuals whose minds were already made up. But when
3 you look at this constitutional actual malice standard,
4 belief in the statement certainly has to be proven to
5 establish actual malice with clear and convincing evidence.

6 The South Carolina Supreme Court has explained this
7 actual malice standard and said actual malice is governed by
8 a subjective standard which tests the defendant's good faith
9 belief in the truth of their statements. There must be
10 sufficient evidence to conclude that either the defendant
11 made the statements with a high degree of awareness of
12 probable falsity or that the defendant, in fact, enter --
13 entertained serious doubts as to the truth of his
14 publication.

15 Now, viewing that and the Court's order together, it's
16 clear that you have to look at that and apply this actual
17 malice standard to grant summary judgment as the Court found
18 that Mr. McLeod had a good faith belief in the statement
19 that he was making and the conversations that he had with
20 Olin Morrison.

21 The other thing that I wanted to point to, this SLED
22 investigation appears to be one of the issues in which the
23 Court addressed and the Court found that there may have been
24 sufficient evidence to establish knowledge as to the SLED
25 investigation at that time. But the SLED investigation is

1 not proof of actual malice. It's certainly not proof of
2 actual malice by clear and convincing evidence.

3 There are two problems with applying the SLED
4 investigation -- knowledge of the SLED investigation's
5 findings and the first is that the SLED investigation was
6 just a decision not to prosecute. It was not a finding of
7 fact.

8 So, just because SLED decided not to prosecute does not
9 make those statements that were allegedly made untrue and,
10 again, the statements that were allegedly made were that
11 plaintiff was acting in a manner that was wrong, that was
12 not obtained by the citizens of McBee, that he was misusing
13 funds but not necessarily illegality.

14 So, the SLED investigation and the Fourth Circuit
15 solicitor, they are not the ones that decide whether or not
16 the use of that money is right when discussing whether you
17 should vote for somebody, elect someone, if you think that
18 they're properly using the funds of the town. And so
19 applying that does not prove that the statements that were
20 allegedly made were false.

21 And then the other issue would be the Willie Mae Roary
22 statement that was allegedly made and that is right there in
23 the middle of the political campaign. That's what I want to
24 draw the Court's attention to that's very important is that
25 the conversation was just a discussion on whether or not she

1 should vote for someone when they had a belief that the
2 funds were misused. And it's very clear from the record and
3 the Court acknowledges that, from the record, that these
4 statements appear to relate to the Tobacco Settlement funds.
5 And the statements are just opinion statements that the
6 money was misused, was taken from the town when it should of
7 stayed with the town, and that's the kind of speech that we
8 have got to protect. That is not defamatory speech. That
9 is public concern about the way that town money was being
10 used and that is the kind of speech that we have got to
11 protect.

12 So, this is fully briefed, like I said, in all of our
13 motions and we ask that the Court look specifically at these
14 two statements, apply that heightened standard that must be
15 afforded with clear and convincing evidence, and the
16 plaintiff has not met that standard and, therefore, we ask
17 the Court reconsider its order. My co-counsel may
18 (indiscernible) but I don't know if you would like to add.

19 UNIDENTIFIED SPEAKER: I would -- (indiscernible) from
20 (indiscernible) office, Your Honor, and we're here on the
21 (indiscernible) on Mr. McLeod.

22 (Indiscernible) just wanted to let you know that he
23 wished he could be here today instead of working on the
24 budget. (Indiscernible) be -- we certainly agree with
25 everything Ms. Towle said. We put some, some good work into

1 those briefs and, and we, we stand on those at
2 (indiscernible).

3 MS. TOWLE: Thank you, Your Honor.

4 THE COURT: Thank you.

5 All right.

6 MR. PARKER: Thank you.

7 THE COURT: Yes, sir, Mr. Parker.

8 MR. PARKER: (Indiscernible) claim that false
9 (indiscernible) Mr. Odom stole money was (indiscernible).
10 In fact, (indiscernible) told her that it was 500,000
11 (indiscernible) said stole money from the -- they told, they
12 told a number of people that he stole lots of money from the
13 town.

14 This is after they reported the matter to SLED. They
15 came back with a finding that said he hadn't. So, they had
16 knowledge of the fact that it had been established by SLED
17 that he didn't do any of these things. Yet, after that
18 report came from SLED, they continued, both of them, to
19 claim that he had stolen the money. Clearly that rises to
20 the level of actual malice or reckless disregard because
21 they knew it was false.

22 In fact, Mr. Campolong admitted in his deposition that
23 he had none of this evidence and he didn't believe that, in
24 fact, he had done any of this stuff. He, he did not
25 believe that (indiscernible) Mr. Odom had, in fact, done any

1 of these things. He hadn't even told people that and
2 clearly that proves actual malice and reckless disregard for
3 the truth.

4 So, the summary judgment, we believe, was in error
5 because we believe the record in this case, case clearly
6 establishes that both of them falsely accused Mr. Odom from
7 taking money from the Town of McBee, that this was false,
8 that it was not privileged, and if -- you're saying at a
9 time where nothing is being discussed about Mr. Odom.
10 There's no evidence in the record that shows that any of the
11 statements made about Mr. Odom outside of the Town Hall
12 meeting and outside of council meeting was, in fact, part of
13 any meeting they (indiscernible) copy of the meeting.

14 So, with that in mind, we do not believe there's any
15 privilege that attaches, attaches to the evidence as I said
16 in the opening. If I can go out here and leave this hearing
17 and suppose I was on the other side of it, and I tell
18 somebody else, an attorney, that, in fact, Mr. Odom stole
19 something, then I'd be liable for it. There's no protection
20 for that kind of thing. If it was, in this case, if it was
21 part of the meeting, we might be talking a different issue.

22 But none of these things said about Mr. Odom was part
23 of any Town Council business. At least there's no evidence
24 in the record of it and we think the Court should reverse
25 the grant of summary judgment as to Mr. Campolong and it

1 should also reverse the partial summary judgment that it
2 said that Mr. Bolton's testimony was, in fact -- that, that,
3 in fact, they haven't (indiscernible) whether it was
4 privileged or fell under the absolute privilege because
5 the -- that statement by Mr. Campolong was to Ms. Bolton and
6 to her sister.

7 There's absolutely nothing in the record that would
8 show that it was in any way related to any town business.
9 For that reason, we think like the Court should reverse its
10 finding as to Mr. Campolong and affirm part to Mr. McLeod as
11 to Mr. McLeod where the Court found that the -- tell a jury
12 that it should, in fact, reverse as to Mr. McLeod and
13 Mr. Bolton.

14 Thank you, Your Honor.

15 THE COURT: Thank you, Mr. Parker.

16 Yes, sir.

17 MR. MCCANTS: Brief reply.

18 THE COURT: Yes, sir.

19 MR. MCCANTS: Given Mr. (indiscernible) and I'll speak
20 briefly, Your Honor.

21 I think when Your Honor looks at the deposition
22 testimony about this (indiscernible) things that's in
23 regards to a statement that Mr. Campolong didn't have any
24 evidence, did not know anything, saw no reason
25 (indiscernible) and everything. That's not what the

1 testimony is.

2 Deposition testimony was cross-examination about the
3 2012 letter which Your Honor has addressed in your order
4 that was abandoned as libelous. Because it's not libelous,
5 it's barred by the Statute of Limitations and the plaintiff
6 has conceded that they're protected document. Mr. Parker
7 examines Mr. Campolong about what investigations they had
8 done, what, what knowledge did he have about a 2012 letter.
9 So now to use that kind of information for a later slander
10 is not sufficiently cleared up and clear and sufficient
11 evidence.

12 Secondly, about those, those statements, Mr.
13 Campolong's statements are as simple as this. We made the
14 allegation. The Town Council did. The Town Council wrote
15 the attorney general and we asked for an out -- we asked for
16 an investigation.

17 Whether it's illegal, I'll leave that up to the
18 attorney general to decide. That's the usual response by a
19 lay person who doesn't know the conduct was illegal and left
20 it up to the -- and asked the attorney general to
21 investigate.

22 So, this universal statement about Mr. Campolong didn't
23 know this, didn't know that, (indiscernible) is simply an
24 exaggeration of the testimony and it's in the brief.

25 Secondly, the Chesterfield County solicitor, in their

1 brief, they infer or state that outliers had the information
2 about SLED and, therefore, her father had it as well. That
3 is not Pat Wise's testimony.

4 Pat Wise's testimony was we received this information
5 during the discovery of this case that started in April,
6 2018. We received the SLED report in September of 2018 to
7 prove (indiscernible).

8 That information is transmitted to Mr. Campolong. Pat
9 wise helped Mr. Campolong, her father, to download or print
10 the information believed. What she said in her deposition
11 was not that he had this SLED report years and years ago
12 before the lawsuit. But she had it within the last six
13 months and her deposition was taken a year after the
14 production.

15 So, it's been very misconstrued to suggest that he had
16 this report and he knew all this information. He, he did
17 not. He got the SLED report in a request of production and
18 the Pat Wise's testimony is she received it a few months
19 before the deposition.

20 Thank you, Your Honor.

21 THE COURT: Thank you, sir.

22 MS. TOWLE: Your Honor, may I just add a couple things
23 to quick reply?

24 THE COURT: Yes, ma'am.

25 MS. TOWLE: One thing that Mr. Parker highlighted in

1 regards to the alleged statement to Ms. Willie Mae Roary has
2 knowledge of the SLED investigation and I just wanted to
3 create a -- set a timeline for the Court to understand when
4 this alleged knowledge occurred.

5 As Mr. McCants just said, the SLED investigation was
6 produced in discovery of this case and my client was asked
7 about whether he had knowledge of the SLED investigation and
8 their findings. He did not testify to any knowledge as to
9 this SLED investigation until this lawsuit took place.
10 That's when he testified that he knew about it. But he
11 didn't give a date when he learned about this.

12 And so right now it's unknown how he became aware of
13 that through the testimony that we have and plaintiff holds
14 the burden of proof by clear and convincing evidence that
15 there was knowledge at the time that the statement was made
16 allegedly in 2016.

17 So just wanted to highlight again that they have failed
18 to meet that burden to establish that Mr. McLeod had
19 knowledge of the findings of the SLED investigation at the
20 time the alleged statement was made to Ms. Roary.

21 And then just in regard to the actual malice standard
22 in general, I, I wanted to draw the Court's attention to the
23 South Carolina Supreme Court case of George v. Babry, which
24 is highlighted extensively in our briefs. But the Court in
25 that case grants summary judgment and explains how

1 vigorously we must protect this right to free speech during
2 political campaigns and they explain, because Mr. Parker was
3 saying that there wasn't enough evidence to support these
4 alleged statements were made that -- were made that they
5 didn't know that these statements were true when they were
6 making these statements, that is not enough under that
7 standard and the Court explains that summary judgment is
8 proper even when the publisher does not know whether the
9 statements were part true or not.

10 And so I wanted to draw the Court's attention to that
11 statement that the Court found that negligence in making the
12 statement is not enough. Again, the constitutional standard
13 here that we must apply is actual malice.

14 And so I just wanted to draw the Court's attention that
15 the Court explain a statement made in the heat of an
16 election context supplies with a paradigm for the commitment
17 to free debate. While we certainly do not condone
18 candidates making accusations in a negligent manner, mere
19 negligence is insufficient as a matter of law to prove
20 actual malice.

21 So, I just wanted to highlight that it is their burden
22 to prove that that actual malice standard is met here at the
23 stage of summary judgment and it is our position that it was
24 not and, therefore, we ask that the Court grant full summary
25 judgment to Mr. McLeod.

1 THE COURT: Okay.

2 MR. PARKER: Your Honor, just briefly.

3 Number one. We don't have to prove actual malice. We
4 have to prove for actual malice or reckless disregard of the
5 proof. That is the standard. And there is much evidence in
6 the record they -- some have come up with the idea that
7 these statements were made as part of a political campaign
8 and the only statement mentions anything about a political
9 campaign is Ms. Roary.

10 None of these statements involved any political
11 campaign. These things were done at the Town Hall before
12 and at the meeting and at Mr. Campolong's factory.

13 They, they had nothing to do with a political campaign,
14 and, if it did, it wouldn't matter because, in a political
15 campaign, you can't falsely, with knowledge of the falsity,
16 claim that somebody has committed a crime and that's what
17 they did here. They claimed that Mr. Odom committed crimes
18 and they had no proof of it, and to prove that, read Mr.
19 Campolong's deposition.

20 He can't today -- not knowing any of these things are
21 the truth, which he said he didn't, any of these statements
22 were made had nothing to do with the letter to SLED. But
23 all of the statements were made, he said he did not know
24 whether it was -- he had no evidence of any of those false
25 statements and claimed he didn't make them. But he did make

1 them.

2 He made them with reckless disregard and actual malice
3 toward Mr. Odom. That's the evidence and, in this stage,
4 the Court looks at this but they have to look at it in a
5 light most favorable to the plaintiff and construe all
6 evidence in his favor, which needs to be done here, and, if
7 it's done, clearly they're incidents by both defendants.

8 Thank you.

9 THE COURT: Thank you, sir. Anything else?

10 (WHEREUPON, there was no audible response.)

11 THE COURT: All right. Y'all've given me plenty to
12 think about. I'll take these matters under advisement and
13 I'll issue an order.

14 Okay.

15 UNIDENTIFIED SPEAKER: Thank you.

16 THE COURT: All right. Thank you.

17

18 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Chesterfield County, South Carolina, on the 19th day of April, 2023, to the best of my ability.

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

August 30th, 2023



PAMELA E. GREEN, Court Reporter

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

GLENN C. ODOM,

Plaintiff,

v.

JOHN CAMPOLONG AND A.C.
MCLEOD,

Defendants.

IN THE COURT OF COMMON PLEAS
THE FOURTH JUDICIAL CIRCUIT

C/A NO: 2018-CP-13-00275

**NOTICE OF MOTION AND
MOTION FOR SUMMARY
JUDGMENT**

**TO: JOHN E. PARKER, ESQ., AND WILLIAM F. BARNES, ESQ.,
ATTORNEYS FOR PLAINTIFF GLENN C. ODOM**

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Defendant John Campolong ("Campolong") will move before the Presiding Judge, ten (10) days from the date of this motion, or as soon thereafter as counsel may be heard, for the Court to grant summary judgment in Campolong's favor upon all or any part thereof pursuant to Rule 56, SCRPC on the basis that there is no genuine issue as to any material fact and Campolong is entitled to a judgment as a matter of law.

The motion is based on the standard of review in South Carolina for motions for summary judgment for defamation and civil conspiracy causes of action; the substantive law of defamation and civil conspiracy that applies to Plaintiff; the discovery in this case, that the allegedly defamatory statements are not actionable because, including, but not limited to, statements are barred by the statute of limitations, Plaintiff cannot meet his burden of proof as a public official or public figure to show constitutional actual malice, truth is a defense and/or statements are not defamatory/false, statements are protected speech, and statements are privileged; and Plaintiff has not proven the three elements for a civil conspiracy cause of action and the civil conspiracy cause of action is barred by the statute of limitations.

C/A NO: 2018-CP-13-00275
Motion for Summary Judgment

This motion for summary judgment will be supported by a memorandum of facts and law to be filed separately in this action.

/s/ John L. McCants
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April 22, 2021

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS

CASE NO.: 2018-CP-13-00275

Glenn C. Odom,

Plaintiff,

v.

John Campolong and A.C. McLeod,

Defendants.

**MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT
ON BEHALF OF DEFENDANT JOHN
CAMPOLONG**

Defendant John Campolong (“Campolong”) files this memorandum in support of his motion for summary judgment. There is no genuine issue as to any material fact and Campolong is entitled to judgment as a matter of law. Rule 56, SCRCP.

BACKGROUND

Plaintiff, Glenn C. Odom (“Odom”) filed this lawsuit on April 23, 2018 against John Campolong (“Campolong”), and A.C. McLeod (“McLeod”). The Complaint alleges causes of action for defamation and civil conspiracy and seeks an unspecified amount of damages.

Parties

At the time this civil action was filed in April 2018, Campolong was Mayor of the Town of McBee, SC (“McBee”). Campolong was elected Mayor for three terms (2008/2012, 2012/2016 and 2016/2020). Although he did not run for reelection in 2020, Campolong is still Mayor pending a

challenge to the 2020 election results (Case No. 2020-CP-13-00785).¹ A.C. McLeod was on McBee town council for several years until 2020.

Odom was the Mayor of McBee from September 2000 to May 2002. (Dep. Odom, p. 23, L 6-7; p. 24, L 6-7). He was a Chesterfield County Magistrate from April 30, 2002 to April 30, 2006. (Dep. Odom, p. 107, L 1-6). In 2016, Odom ran against Campolong for Mayor of McBee and lost the election. In 2018, Odom ran for town council and was seated on council following an appeal to the South Carolina Supreme Court.² Odom ran for Mayor of McBee in 2020. Again, the results of the 2020 election are on appeal to the South Carolina Supreme Court.

Odom is a founder and original officer and board member of Alligator Rural Water & Sewer Co., Inc., (“Alligator Rural Water & Sewer”). (Exhibit A). The company was incorporated as a non-profit with the South Carolina Secretary of State on July 9, 1987, with Odom as its President. (Dep. Odom, p. 25, L 20-25; p. 26, L 1-14) (Exhibit A + B). In addition to starting the company, Odom has been the company’s one and only general manager. (Dep. Odom, p. 31, L 17-18).³ Alligator Rural Water & Sewer serves McBee and various parts of Chesterfield County. McBee and Alligator Rural Water & Sewer have clashed over public water and sewer issues affecting McBee and Chesterfield County for numerous years. See e.g., A.O. Smith v. Town of McBee, SC Court of Appeals, Opinion No. 5682 (Filed August 28, 2019); Town of McBee v. Alligator Rural Water & Sewer, SC Court of Appeals, Opinion No. 2019-UP-176 (Filed June 26, 2019) (Case No. 2015-CP-13-0379).

¹ The case is currently on appeal to the South Carolina Supreme Court.

² See South Carolina Supreme Court Opinion No. 27901, Filed July 24, 2019.

³ Odom was the General Manager at the time of his deposition on January 22, 2020. (Dep. Odom, p. 28, L 6-8).

Defamation Allegations

The Complaint has the following three (3) allegations that are the grounds for Odom's defamation suit against Campolong: ⁴

2. The Defendants on a number of occasions have, with malice, falsely accused the Plaintiff of illegally using \$850,000.00 that was received from tobacco settlement funds and used by the Chesterfield Rural Water Company. The defendants made these statements to others on a number of occasions.

3. The Defendants on a number of occasions, also with malice, falsely accused the Plaintiff of illegally taking approximately two-thousand dollars from an individual when he was a magistrate and using this money for his own benefit. This false accusation falsely accused Plaintiff of the crime of embezzlement. The Defendants published these false statements to a number of individuals.

6. In June 2016, the Defendants falsely accused the Plaintiff of puncturing a Town of McBee water line. This false accusation made with malice accused the Plaintiff of the crime of malicious injury to real property. The Defendants published this statement to others in June 2016.

The first allegation (Complaint ¶ 2) relates to Odom's handling of a state grant awarded to McBee in 2002 when Odom was Mayor of McBee. (Exhibit C). The second allegation (Complaint ¶ 3) relates to Odom's handling of a traffic fine when he was a Chesterfield County magistrate in 2004.

⁴ There is a fourth allegation in the Complaint that is directed to Defendant A.C. McLeod only.

The third allegation (Complaint ¶ 6) concerns a pleading filed in another civil action pending in Chesterfield County brought by McBee against Alligator Rural Water & Sewer. Odom contends that the allegations in these three paragraphs are the grounds for his libel and slander claims against Campolong.

Libel Allegations. Odom testified in his deposition that the following three (3) writings are the grounds for his libel claims: (1) a July 9, 2012 letter written by the McBee town council to the South Carolina Attorney General's Office, (Exhibit D); (2) the Affidavit of John Campolong and McBee's Amended Complaint filed in *Town of McBee v. Alligator Rural Water & Sewer and Alligator Rural Water Company, Inc.* (C/A 2015-CP-13-379), (Exhibit E); and (3) a campaign flyer used during the 2016 mayor's race between Campolong and Odom. ("2016 Campaign Flyer") (Exhibit F) (Dep. Odom, p. 40, L 1-25; p. 41, L 1-3).

- The July 9, 2012 letter is the subject of Paragraphs 2 and 3 of Odom's Complaint.
- The Amended Complaint and Affidavit are the subject Paragraph 2 and 6.
- The 2016 campaign flyer is the subject of Paragraph 2.

Slander Allegations. Odom testified that Campolong slandered him by telling two persons the statements in Paragraphs 2 and 6 of his Complaint. Odom does not contend that the allegations in Paragraph 3 are a basis for a slander claim. As to Paragraphs 2 and 6, Odom testified that Campolong made the statements to Beulah Bolton ("Bolton") and Marion Stephens ("Stephens"), each of whom was a member of the McBee town council when Campolong was Mayor. (Dep. of Odom, p. 43, L 13-25; p. 44, L 1-4).

STANDARD OF REVIEW FOR SUMMARY JUDGMENT IN A DEFAMATION CASE

This motion for summary judgment will show that Odom cannot satisfy the elements of his causes of action or the action is barred by the statute of limitations, and that Campolong is therefore entitled to judgment as a matter of law. Boone v. Sunbelt Newspapers, Inc., 347 S.C. 571, 579, 556 S.E.2d 732, 736 (Ct. App. 2001) (“The plain language of Rule 56(c), SCRCp, mandates the entry of summary judgment, after adequate time for discovery, against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial.”) (internal citation omitted). For a public figure or public official, the South Carolina Supreme Court follows the United States Supreme Court for the standard for a court to apply for summary judgment: “[W]here the dispute concerns *New York Times* actual malice, ‘the appropriate summary judgment question will be whether the evidence in the record could support a reasonable jury finding either that the plaintiff has shown actual malice by clear and convincing evidence or that the plaintiff has not’.” George v. Fabri, 345 S.C. 440, 453, 548 S.E.2d 868, 874-75 (2001) (citing Id. at 255–56, 106 S. Ct. 2505).

LAW

I. Defamation

A. Elements

Two kinds of defamatory communications exist: “Slander is a spoken defamation while libel is a written defamation or one accomplished by actions or conduct.” Holtzschelter v. Thomson Newspapers, Inc., 332 S.C. 502, 508, 506 S.E.2d 497, 501 (1998). A plaintiff must prove “(1) a false and defamatory statement was made; (2) the unprivileged publication of the statement was made to a third party; (3) the publisher was at fault; and (4) either actionability of the statement

regardless of special harm or the publication of the statement caused special harm.” Erickson v. Jones Street Publishers, LLC, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006).

B. Defamation of a Public Official or Public Figure

In cases involving the defamation of a public official or public figure, a plaintiff must prove that the defendant acted with constitutional actual malice, that is, with knowledge that the statement was false or with reckless disregard of its falsity. Sanders v. Prince, 304 S.C. 236, 239-40, 403 S.E.2d 640, 642-3 (1991) (citing New York Times v. Sullivan, 376 U.S. 254, 279–80, 84 S.Ct. 710, 726, 11 L.Ed.2d 686, 706 (1962)). “Instructions [on common law malice], which permit the jury to impose liability on the basis of the defendant's hatred, spite, ill will, or desire to injure are clearly impermissible.” Sanders, 304 at 239-40 (citing Old Dominion Branch No. 496 v. Austin, 418 U.S. 264, 281, 94 S.Ct. 2770, 2780, 41 L.Ed.2d 745, 760 (1974)). “Ill will toward the plaintiff, or bad motives, are not elements of the New York Times standard.” Sanders, 304 at 240 (citing Id.) A trial court must make such a determination before submitting the issue to a jury. Erickson, 368 S.C. at 477, 629 S.E.2d at 670.

ARGUMENTS

I. Odom is a public official, public figure or political candidate.

Odom is a public official, public figure or political candidate as to the allegations in this lawsuit. The allegations that Odom contends are defamatory involve his role as Mayor between 2000 and 2002, (Complaint ¶ 2), as a Chesterfield County magistrate between 2002 and 2006 (Complaint ¶ 3), and as a candidate for public office or as a public figure in 2016 (Complaint ¶ 6). Odom was also elected to McBee town council in 2018 and ran for Mayor in 2020. Outside of the public offices he has held or sought, Odom has been the one and only general manager of Alligator Rural Water & Sewer since the company was formed. (Dep. Odom, p. 31, L 6-19). Alligator Rural

Water & Sewer has approximately 40,000 residents and customers across several towns in Chesterfield County. (Complaint ¶ 3 – C/A 2015-CP-17-081). Alligator Rural Water & Sewer supplies sixty to seventy million gallons of water to Chesterfield Rural County Water Supply a month. (Dep. Odom, p. 74, L 22-23). The rates for water and the water’s potability are a public concern and reported in a regional newspaper.

The United States Supreme Court generally has defined a public figure as follows: “For the most part those who attain this status [of public figure] have assumed roles of special prominence in the affairs of society. Some occupy positions of such persuasive power and influence that they are deemed public figures for all purposes. More commonly, those classed as public figures have thrust themselves to the forefront of particular public controversies in order to influence the resolution of the issues involved. In either event, they invite attention and comment.” Erickson, 368 S.C. at 472, 629 S.E.2d at 668. The question regarding whether a plaintiff qualifies as a public official or public figure is a question of law for the court. Id. Campolong submits that Odom is undisputedly a public official, public figure or political candidate for the defamations alleged in this lawsuit.

II. Odom cannot prove constitutional actual malice that is his burden of proof for both libel and slander.

Because Odom is a public official, public figure or political candidate, he must prove with *clear and convincing evidence* that Campolong acted with constitutional actual malice, that is, with knowledge that a statement was false or with reckless disregard of its falsity. Sanders v. Prince, 304 S.C. 236, 239, 403 S.E.2d 640, 643. Odom admitted in his deposition that he does not have any evidence that Campolong possessed a high degree of awareness of the probable falsity of

statements Odom contends are defamatory or that Campolong entertained serious doubts as to the truth of these statements. (Dep. Odom, p. 50, L 2-19).

Q. Okay. And what written or oral evidence do you have that John Campolong entertained serious doubts about the truth of the statements that are allegations of defamation in your Complaint?

A. I don't have any.

Q. Okay. And what written or oral evidence do you have that John Campolong was highly aware of the probable falsity of the statements of defamation or allegations in your Complaint?

A. I don't have any.

(Dep of Odom, p. 50, L 10 – 19).

Odom thinks that Campolong would have received the results of the SLED investigation started for the July 9, 2012 letter sent by McBee council. Odom does not know that Campolong did in fact receive this information from SLED. (Dep. Odom. p. 51, L 24-25 (contin.) p. 52, L 1-13) Campolong states he did not know about SLED's determination or the Solicitor's recommendation before Odom filed his suit; and Odom admits he has no evidence which disproves Campolong's sworn testimony. (Dep. Odom, p. 52, L 8-20).

III. The allegedly libelous three documents cannot serve as the basis for Odom's defamation claim.

A. The statute of limitations bars Odom from basing his defamation claim on the July 9, 2012 letter and Affidavit of John Campolong.

Defamation claims are subject to a two-year statute of limitations;⁵ and "the limitations period begins when the alleged defamatory statement is made, not when the plaintiff learns of the statement." Harris v. Tietex Int'l Ltd., 417 S.C. 533, 542, 790 S.E.2d 411, 416 (Ct. App. 2016)

⁵ S.C. Code Ann. § 15-3-550.

(internal citation omitted). Again, Odom filed this lawsuit on April 23, 2018. April 23, 2018 is almost 6 years after the McBee town council sent the July 9, 2012 letter. Second, the Affidavit of John Campolong was filed in the circuit court on March 29, 2016, which is over two years before Odom filed this lawsuit. (Exhibit E). Third, Odom cannot seek recovery for his libel claim concerning the magistrate's fine in Paragraph 3 of the Complaint because this writing is contained only in the July 9, 2012 letter.

B. The Affidavit of John Campolong and Amended Complaint filed in Civil Action No. 2015-CP-13-00379 are absolutely privileged and cannot serve as the basis for a defamation claim.

The following section addresses pleadings filed in another lawsuit that contain the alleged libelous written statements pled in Paragraphs 2 and 6 of Odom's Complaint. On June 17, 2015, McBee filed a lawsuit against Alligator Rural Water & Sewer (C/A 2015-CP-13-00379). McBee sought an injunction which would prohibit Alligator Rural Water & Sewer from interfering with a contract between McBee and A.O. Smith Corporation. A.O. Smith intervened and filed counterclaims against McBee. On March 29, 2016, McBee filed its Affidavit of John Campolong. (Exhibit E). On May 4, 2016, McBee filed an Amended Complaint against Alligator Rural Water & Sewer, A.O. Smith Corporation, Odom & Associates, and Glen C. Odom. Odom contends that the Amended Complaint and the Affidavit of John Campolong contain defamatory statements. (Dep. Odom, p. 39, L 3-11). The parties in (C/A 2015-CP-13-00379) consented to the dismissal of the Amended Complaint without prejudice by Order filed on August 5, 2020. (Exhibit G). The *Town of McBee v. Alligator Rural Water & Sewer Company* lawsuit is pending.

"South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged." Pond v. Place Partners, Inc. v. Poole, 351 S.C. 1, 24, 567 S.E.2d 881, 893

(Ct. App. 2002). “Libelous...statements in pleadings, when...relevant to real issues involved [in the action], are privileged [and]...[the] relevancy of such statements is for the determination of the Court and not a jury....” Pond v. Place Partners, Inc. v. Poole, 351 S.C. 1, 24, 567 S.E.2d 881, 893 (Ct. App. 2002) (citing McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945)). When determining this issue, “pleadings must be liberally interpreted...in favor of relevancy.” Id. This absolute privilege also extends to affidavits filed in judicial proceedings. See Id., 351 S.C. 1, 23, 567 S.E.2d 881, 893 (citing Sanders v. Rollinson, 33 S.C. Law (2 Strob.) 447 (1848)); Crowell v. Herring, 301 S.C. 424, 429-30, 392 S.E.2d 464, 467 (Ct. App. 1990). The Affidavit of John Campolong is plainly relevant to the matters that are being litigated in the *Town of McBee v. Alligator Rural Water & Sewer Company* lawsuit. If Odom believes the allegations are actionable, he can seek relief in the that lawsuit in accordance SCRCF 11 or S.C. Code Ann. § 16-36-10.

C. Campolong’s 2016 Campaign Flyer states the truth and is also protected political speech.

In 2016, Odom ran for mayor of McBee against the incumbent Campolong, and Odom lost the election. During the election, Campolong issued a campaign flyer, in which Campolong compared his service to McBee to Odom’s disservice to McBee. (Exhibit F). First, what was written in the Campaign Flyer about the \$850,000 grant is simply true in the opinion of numerous residents of McBee. The Campaign Flyer reads: “*Used an \$850,000 Grant to the Town of McBee to build Alligator’s water line to Jefferson, without any benefit to our town.*” The fact is that Odom, as the President or General Manager of Alligator Rural Water & Sewer, and as the Mayor of McBee, sought a state grant that only a municipality could obtain from the South Carolina Tobacco

Settlement Fund.⁶ It is undisputed that the \$850,000.00 grant was given to the Town of McBee. (Exhibit C). The proceeds were purportedly used to construct a new pipeline for Alligator Rural Water & Sewer to supply water to Jefferson, SC. Since the pipeline came into operation in 2002, Alligator Rural Water & Sewer has sold and continues to sell water traveling through it, approximately 30 million gallons a month, to businesses or residents in the Jefferson area; and McBee has not received any of the profits. (Dep. Odom, p. 77, L 10-24); (Dep. Odom, p. 79, L 14-25).

While Odom may contend that the pipeline benefits McBee, by helping Jefferson, others McBee residents strongly disagree and were angry that Mayor Odom did not use the grant specifically *for* McBee and for something other than his own company. Various residents of McBee testified in depositions about their anger and distrust for Odom and his use of the grant.

I said that the only way that Alligator or the rural water could get the money would be go through the town and that they used the town's name to get the money and everybody used it and two and a half years later we go and borrow \$1.5 million to redo our system when we could have used \$850,000 to revamp our own water instead of going out of the county. So McBee applied for the grant, but didn't get to use the money and that was during the campaigning of the Mayor Odom for mayor.

(Dep. McLeod, p. 6, L 9-18)

A. *Well, most of the people are mad because he took out \$850,000.*

Q. *Say that again, now.*

A. *Most of the people around talks about the money he took and it wasn't his money they said. I don't know who.*

Q. *Which money?*

A. *\$850,000 that the tobacco settlement give the towns.*

Q. *And Mr. Odom took it?*

A. *He said it belonged to Alligator, but it was made out to the Town of McBee.*

⁶ A water company was not eligible for the grant. (Dep. Odom, pg. 67, L 2-8). The full name is "State of South Carolina Tobacco Settlement Revenue Management Authority Act Water & Wastewater Infrastructure Fund."

Q. So he took that money?

A. Somebody got it. The Town didn't get it.

(Dep. Bobby Edwards, p. 23 L 1-15)

A. If the money was deposited in the bank to the Town of McBee and then he takes it out and puts it to Alligator Water and then moves it to Chesterfield, now, tell me, something ain't right about that. It would not have been – come to the Town of McBee if it didn't belong to the Town of McBee. You can't make me believe that.

Q. Have you seen the paperwork whereby the money was under a grant and it was supposed to go to – for the water – for Chesterfield Water Company?

A. Was supposed to go where?

Q. It was only the Town of McBee because they had to make it to someone, they made it to the Town of McBee. You're not aware of that and it was all the time designated as-

A: No, no. Why did the other town around get it and then their money not transfer to there?

Q: Well, I can't answer that –

A: Okay then, Then it's not.

(Dep. Olin Morrison, p. 19 L 11-25, pg. 20, L 1-7)

Q. In other words, you don't think that if the – if the water district got a grant to be passed through McBee, that the fact that McBee passes it through to where it was intended you'd think something was wrong with that?

A. No. I am saying was Alligator's name or anything on that check that was sent to McBee – that was deposited in the bank for the Town of McBee, was it? If not, the check belongs to the Town of McBee.

(Dep. Olin Morrison, p. 30 L 11-25, pg. 20, L 7-16)

Q: And then you brought what, a Town Council meeting of May 9, 2001; is that right.

A: *See, why I brought that was this. When they had the Town Meeting about the \$850,000, Glenn [Odom] said that Alligator Rural Water had received a grant for \$850,000 and he wanted to run it through the Town with no charges to the Town. That's not right. If the check was made out to the Town of McBee – and I was at the Town meeting that night. And I asked Glenn, I said, if it's your money why was the check made out to the Town of McBee? He said, well, it had to go through a municipality. That's why I brought that right there.*

(Dep. Hattie Gardner Edwards, p. 7, L 5-17)

Q. *What did you hear from Glenn?*

A. *I guess he was trying to feel me out when he found out about the tobacco money coming. I had no idea what it was or anything, but he came to me probably after a Lions Club meeting and said, "You know Cheraw is getting \$3,500,000, but they've got a project and they can get that money. And Chesterfield is getting two-and-a-half million dollars. They've got a project, and they'll get that money." And he went on to Pageland. They was getting a million and a half. And then he got down to McBee. "McBee can get \$868,000." That's verbatim, and you know it.*

Q. *That McBee can get that for what?*

A. *But they didn't have a project. McBee did not have a project. And him mayor. You knew you tell me now.*

Q. *What do you mean they did not have a project?*

A. *He was insinuating that McBee didn't have a project but Alligator Water did, and he was going to have it -- he was going to write a request to get the money for Alligator Water. And if he can produce that request which he wrote to the government to get that money, I'll believe anything he says, but until then, what I know about him, I know what I know....*

(Dep. Billy Rex Lovelace, p. 10, L 10-25; p. 11 L 1-9).

When he was seeking the grant, Mayor Odom tried to win over McBee residents, like Billy Lovelace, telling them that McBee did not have a use for the grant – and so it was okay to use the proceeds for Jefferson. (Dep. Odom, p. 80, L 1-6) (Dep. Lovelace, p. 17, L 1-6). Odom, however,

admitted in his deposition that there *were* projects in McBee in 2002 that would have benefited from the grant, such as to repair the filters for the McBee wells. (Dep. Odom, p. 81, L 13-25).⁷

Odom lost the 2016 Mayor's race to Campolong. The results of the election were contested and came before the McBee Municipal Election Commission ("MEC"). The MEC ruled against Odom and ordered a new election. (Exhibit H). The following is an extract of the MEC's findings of fact and conclusions of law about Odom's conduct during the 2016 race:

Having considered all of the evidence and the reliability of witnesses, the Commission is convinced that Respondent Odom manipulated and abused the political process in McBee in ways specifically intended and designed to illegally dilute the voting strength of Campolong supporters. The record reflects that Respondent Odom engaged in improper conduct and committed blatant violations of state election laws for the purpose of diluting the votes of his opponent's supporters.

(Exhibit H).

Odom appealed the decision of the MEC to the Circuit Court; and Circuit Court affirmed the MEC and dismissed Odom's appeal on September 27, 2017. (Exhibit I).

The 2016 Campaign Flyer is also protected speech. The constitutional actual malice standard applies to a political candidate. The rationale for the constitutional actual malice standard "appl[ies] with special force to the case of the candidate." George v. Fabri, 345 S.C. 440, 454, 548 S.E.2d 868, 875 (2001) (internal citation omitted) (applying constitutional actual malice standard

⁷ The conditions of the wells are the subject of the SC Court of Appeals decision *A.O. Smith Corporation v. Town of McBee*. (Opinion No. 5682, Filed August 28, 2019) (Exhibit J).

to statements published on campaign website and in campaign materials by political candidate for office). A public discussion concerning the qualifications of a candidate for elective office “presents what is probably the strongest possible case for application of the [constitutional actual malice standard].” *Id.* (internal quotation marks removed) (citation omitted). The South Carolina Supreme Court addresses standard for political candidates in the following:

The Supreme Court has explained that the *New York Times* rule protects the paramount public interest in a free flow of information to the people concerning public officials, their servants. To this end, anything which might touch on an official's fitness for office is relevant. Indeed, [t]here is little doubt that public discussion of the qualifications of a candidate for elective office presents what is probably the strongest possible case for application of the *New York Times* rule.

The [constitutional] actual malice standard is premised on our profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks...Indeed, [a] statement made in the heat of an election contest supplies the paradigm for that commitment to free debate.

George v. Fabri, 345 S.C. 440, 456–57, 548 S.E.2d 868, 876 (internal quotations and citations omitted).

IV. The alleged verbal statements cannot serve as the basis for Odom’s defamation claim.

A. As briefed in Argument I, *supra*, Odom cannot meet his burden of proof.

Odom contends that the allegations in Paragraphs 2 and 6 of his Complaint (the \$850,000.00 grant and punctured water line) are grounds for a slander claim too. First, the only persons who heard the alleged slanderous statements, Bolton and Stephens, testified also that they did not hear Campolong say anything about the magistrate’s fine that is the subject of Paragraph 3 of Odom’s Complaint.

Q. Did you -- have you heard either one of them state that Mr. Odom had taken \$2,000 from an individual when he was a magistrate and used that money for his own benefit?

A. No, sir. I can't recall that.

(Dep. Stephens, p. 6, L 17-21).

Q: Now, did they tell you, either of them and then I'll ask you which one, that Mr. Odom had taken \$2,000.00 from an individual when he was a magistrate and used the money for his own benefit.?

Q: No, I don't remember that.

(Dep. of Bolton, p. 9, L 13-17).

Odom contends that Campolong slandered him over the \$850,000.00 grant and punctured water line in conversations with Bolton and Stephens. Again, Bolton and Stephens are former members of the McBee town council and served on council when Campolong was Mayor. Bolton and Stephens were deposed in this action. Bolton and Stephens claim Campolong made statements about Odom, including statements alleging Odom “punctured” or “broke” a McBee water line. (Dep. Bolton, p. 21, L 3-25; Dep. Stephens, p. 26, L 4-22). In addition, both allege Campolong accused Odom of misusing \$850,000 in grant money which had been awarded to McBee. (Dep. Bolton, p. 9, L 25 (cont.) p. 10, L 1-7; Dep. Stephens, p. 5, L 22-25 (cont.) p. 6, L 1-5)

Per Stephens, Campolong said these statements or variations of them during executive session of town council meetings, or during a single, private conversation between Stephens and Campolong. (Dep. Stephen, pp. 6-8; p. 10, L 23-25 (cont.) p. 11, L 1-25 (cont.) pp. 12-14, L 1-19) Per Bolton, Campolong made the statements about money either before or after council meetings, in Town Hall, whereas she mentioned Odom breaking the water line during executive session. (Dep. Bolton, p. 7, L 11-21; p. 21, L 3-20).

Again, Odom must provide clear and convincing evidence that Campolong said these things with a high degree of awareness of probable falsity or he entertained serious doubts as to the truth of them. As briefed in Argument I, *supra*, Odom admits that he cannot meet that burden of proof.

Bolton and Stephens fall far short of having clear and convincing evidence. Bolton and Stephens admit they do not have any information that casts doubt on Campolong's subjective faith beliefs other than one or the other may themselves think the statements were false. (Dep. Stephens, p. 17, L 18-25 (cont.) pp. 18-19 (p. 19, L 1-3); Dep. Bolton, p. 26, L 14-25 (cont.) p. 27, lines 1-18).

B. Campolong's oral statements during town council meetings qualify for the defense of absolute privilege.

McBee is a "council" form of government. (See Town of McBee website). Under this form of government, "[a]ll legislative and administrative powers of the municipality and the determination of all matters of policy shall be vested in the municipal council...[e]ach member of council, including the mayor, shall have one vote." S.C. Code Ann. §5-11-30. As another councilmember, Mayor Campolong's communications with fellow council members during council meetings are absolutely privileged. See Richardson v. McGill, 273 S.C. 142, 255 S.E.2d 341, 343-44 (1979)). The South Carolina Supreme Court has stated the following: "[a] sound public policy has long recognized an absolute immunity of members of legislative bodies for acts in the performance of their duties. Accordingly, an absolute privilege is recognized as to defamatory statements made by legislators in the course of their functions, if such statements are connected with, or relevant or material to, the matter under inquiry." Richardson, 273 S.C. at 146, 255 S.E.2d at 343 (citations omitted). "When the communication is absolutely privileged, no action will lie for its publication, no matter what the circumstances under which it is published." Richardson, 273 S.C. at 145, 255 S.E.2d at 342 (citation and quotation marks omitted).

In Richardson, the Supreme Court phrased the inquiry by a Circuit Court to be as follows: "The question to be resolved is whether respondent's statements had some relation to, or were part of his duties as a member of the Legislature from Williamsburg County. If they were, the lower

court properly held that they were absolutely privileged.” Richardson, 273 S.C. at 146, 255 S.E.2d at 343. The Supreme Court found in favor of the legislative delegation: “[w]e think that, as a member of the legislative delegation from Williamsburg County, respondent had an official interest in the proper operation of the county government and its agencies, including that of the Williamsburg County Recreation Commission.” Richardson, 273 S.C. at 146, 255 S.E.2d at 343. The Supreme Court determined that, “the alleged defamatory statements were uttered (1) at a meeting attended only by the legislative delegation, the members of the Recreation Commission, and appellant; (2) by respondent, a member of the legislative delegation; and (3) concerning a matter related to legislative duties and, in which, all present had an official interest.” The Supreme Court found that the trial judge “properly granted summary judgment on the ground that the alleged defamatory statements were made on an absolutely privileged occasion.” Id., 273 S.C. at 147-48, 255 S.E.2d at 343-44.

Stephens and Bolton say Campolong uttered defamatory statements during executive sessions of council meetings. Statements made during council meetings occur during an “absolutely privileged occasion”. Neither Bolton nor Stephens suggest Campolong publicly made the comments about the \$850,000 grant or Odom breaking the water pipe. Rather, they allege he made the comments in the town council building, during executive session. Stephens states he had one private conversation with Campolong wherein the grant issue came up. (Dep. Stephens, p. 12, L 19-23; Cf. p. 7, L 13-25 (cont.) p. 8, L 1-6).

The circumstances of Campolong’s statements satisfy each one of these elements. McBee filed an Amended Complaint, making the same allegations about the \$850,000 grant and punctured water pipe. (Exhibit E, Amended Complaint, ¶¶ 32, 33 and ¶60). Attorneys signed and filed the Amended Complaint. Id. On June 17, 2015, McBee filed its lawsuit against Alligator Rural Water

& Sewer seeking an injunction against Alligator from diverting an area large manufacturer's water service from McBee. The very next day, June 18, 2015, someone or something punctured the water line on Third Ave., causing the manufacturer to complain about the sufficiency of McBee's water pressure. Joey Oliver, who holds Class A certifications in water and wastewater management from DHEC, alleges the pipe was punctured by a shaft-like object. (Exhibit K, Affidavit of Joey Oliver of Oliver Environmental Services, ¶12). McBee's town council members and mayor have an interest in discussing the integrity of its water system and any acts related to the system's disruption, particularly as this particular disruption is under scrutiny in an ongoing lawsuit filed by McBee. Neither Stephens nor Bolton indicate Campolong said more than the allegations in the Amended Complaint. And both also make clear that the broken water pipe was discussed only by and between councilmembers, either in private conversation or during executive session, i.e., a nonpublic forum.

Campolong was simply repeating what McBee, through its attorneys, alleged in the Amended Complaint, a public record. There appears to have been enough evidence to satisfy Rule 11, indicating Campolong was stating something which has "good ground to support it". Rule 11, SCRCF ("The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it...").

Campolong cannot be said to have published this statement recklessly, either. The remark about the grant and punctured water line was made in executive session, a nonpublic forum. Campolong might have made the remark during a private conversation with Stephens; however, this conversation was not only private but limited to fellow a councilmember. Campolong was not

gossiping either. Every councilmember has an interest in the allegations because it forms part of McBee's pending lawsuit against Alligator Rural Water & Sewer and A.O. Smith Corporation.

V. Odom's claim of civil conspiracy is barred by the statute of limitations.

Odom alleges that Campolong and McLeod conspired to harm him. Under South Carolina law, a plaintiff asserting a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff. Paradis v. Charleston County School District, 433 S.C.562, 574, 861 S.E.2d 774, 780 (2021). Campolong submits that Odom's civil conspiracy claim is barred by the statute of limitations.

The three-year statute of limitations of S.C. Code Ann. § 15-3-530(5) applies to a civil conspiracy claim.⁸ The discovery rule of S.C. Code Ann. § 15-3-535 applies to a conspiracy claim – “all actions initiated under Section 15-3-530(5) must be commenced within three years after the person knew or by the exercise of reasonable diligence should have known that he had a cause of action.” The exercise of reasonable diligence means that an injured party must act promptly where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. Dorman v. Campbell, 331 S.C. 179, 184, 500 S.E.2d 786, 789 (Ct. App. 1998). The statute of limitations begins to run from this point, and not when advice of counsel is sought, or a full-blown theory of recovery developed. Snell v. Columbia Gun Exchange, Inc., 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981); Brown v. Pearson, 326 S.C. 409, 418, 483 S.E.2d 477, 482

⁸ A civil conspiracy claim is an intentional tort. Paradis v. Charleston County School District, 433 S.C. 562, 574, n. 9, 861 S.E.2d 774, 780, n. 9.

(Ct.App.1997). The date on which discovery should have been made is an objective rather than subjective question. Kreutner v. David, 320 S.C. 283, 285, 465 S.E.2d 88, 90 (1995). Therefore, the statutory period of limitations begins to run when a person could or should have known, through the exercise of reasonable diligence, that a cause of action might exist in his or her favor, rather than when a person obtains actual knowledge of either the potential claim or of the facts giving rise thereto. Burgess v. American Cancer Society, 300 S.C. 182, 186, 386 S.E.2d 798, 800 (Ct.App.1989). Moreover, the fact that the injured party may not comprehend the full extent of the damage is immaterial. Dean v. Ruscon Corporation, 321 S.C. 360, 364, 468 S.E.2d 645, 647 (1996).

Odom alleges that a conspiracy between Campolong and McLeod is seen by the testimony of Campolong's daughter:

Patricia Wise [Campolong's daughter] testified she discussed the contents of the [July] 9, 2012 letter with Mr. McLeod. Mr. McLeod met with her and her father [Campolong] before sending the letter to SLED.

Plaintiff's Memorandum in Opposition to A.C. McLeod's Motion for Summary Judgment, pg. 3-4 [filed April 22, 2021]).

It is undisputed that Odom knew of this alleged conspiracy more than three years before he filed suit. Both Campolong and McLeod signed the July 9, 2012 letter - *along with the other members of McBee council*. Upon the request of the Office of the Attorney General for South Carolina ("Attorney General"), the South Carolina Law Enforcement Division ("SLED") opened an investigation into the allegations of the letter. (Exhibit L). As part of that investigation, SLED interviewed Odom; and, in response, Odom gave two written statements to SLED about the allegations – one addressing the issue with the \$850,000.00 grant and the other addressing the issue with the \$2,327.00 check. (Exhibit M). The two written statements were signed by Odom

and dated November 14, 2012 and November 26, 2012 respectively. To the extent Odom contends that McLeod and Campolong conspired against him, Odom knew of the same in 2012. Yet, Odom did not file suit over such conspiracy until five and ½ years later. The conspiracy claim is barred by the three-year statute of limitations.

CONCLUSION

Because of the reasons given, the allegedly libelous and slanderous statements cannot serve as the basis of Odom's defamation claim. Odom's civil conspiracy claim is barred by the three-year statute of limitations. There are no genuine issues of material fact, and Campolong is entitled to judgment as a matter of law.

Respectfully Submitted,

s/John L. McCants

John L. McCants (SC Bar #10423)

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ATTORNEYS FOR DEFENDANT JOHN CAMPOLONG

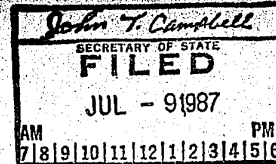
July 26, 2022

Exhibit A

ROA-0130

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
Secretary of State
ARTICLES OF INCORPORATION



Filing Fee _____ \$10.00
Certified Copy _____ 3.50
Total Fee Due _____ \$13.50

OF

ALLIGATOR RURAL WATER COMPANY, INC.

For Use By
The Secretary of State

(File This Form in
Duplicate Originals)

This Space For Use By
The Secretary of State

File No. _____

(Sect. 12-771, 1962 Code

Fee Paid \$ _____

as Amended)

C. B. _____

Date _____

JUL 01/02 4973
87-011140/87-011140 16:18:00 004
07-07-87 PMT:\$13.50
SECT OF STATE OF SOUTH CAROLINA

- (1) Name of corporation ALLIGATOR RURAL WATER COMPANY, INC.
(2) Address of corporation Route 4, Box 461, Hartsville, South Carolina 29550
(Street, Number and City)

This corporation is a nonprofit organization which is financed in whole or in part by a loan made under the provisions of the Consolidated Farmers Home Administration Act of 1961, as amended, and no part of the income or assets of which shall be distributed to its members.

- (3) The purposes for which the corporation is organized are as follows:

- a. To acquire, construct, maintain, operate, and provide water distribution and supply facilities to individuals, farms, businesses, corporations, and political subdivisions within the hereinafter-described geographical area.
- b. To effectuate the purposes contained in a. above, the Corporation is to exercise all rights, duties, privileges, and powers granted and vested unto non-profit corporations created and existing pursuant to Title 33, Chapter 35, of the 1976 Code of Laws of South Carolina (As Amended) (Section 33-35-10, et seq.)

- (4) The period of duration of the corporation shall be perpetual (~~xxxxxxxxxxxxxx~~ years)

- (5) The names and residences of the subscribers are as follows:

<u>Glenn C. Odum</u>	<u>Route 4, Box 461, Hartsville, S. C. 29550</u>
<u>Charles H. Stoudemire</u>	<u>Route 5, Hartsville, S. C. 29550</u>
<u>Cornelia L. Carr</u>	<u>Route 4, Hartsville, S. C. 29550</u>
<u>Harold Hall</u>	<u>Route 4, Hartsville, S. C. 29550</u>
<u>Harold Sanders</u>	<u>Route 4, Hartsville, S. C.</u>

- (6) The qualifications of the members and the manner of their admission to the corporation shall be as follows:

Individuals, corporations, and political subdivisions having reasonable accessibility to the facilities and services of the Corporation who comply with the requirements for membership as may be contained within the By-Laws of the Corporation and approved by a majority of the members of the Board of Directors of the Corporation.

- (7) The affairs of the corporation shall be managed by what officers? Board of Directors

- (8) The dates on which the above managing officers will be elected or appointed shall be at the time of the annual membership meeting.

Mark Hammett
SECRETARY OF STATE OF SOUTH CAROLINA

- (9) The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are as follows: Glenn C. Odom, President
- (10) The number of persons constituting the first Board of Directors, Managers, or Trustees (which shall not be less than three) are 7 and their names and addresses are as follows:
- | | |
|------------------------------|--|
| <u>Glenn C. Odom</u> | <u>Route 4, Box 461, Hartsville, S. C. 29550</u> |
| <u>Essie G. Huggins</u> | <u>Route 6, Hartsville, S. C. 29550</u> |
| <u>Charles H. Stoudemire</u> | <u>Route 5, Hartsville, S. C. 29550</u> |
| <u>Cornelia L. Carr</u> | <u>Route 4, Hartsville, S. C. 29550</u> |
| <u>Harold Hall</u> | <u>Route 4, Hartsville, S. C. 29550</u> |
| <u>Harold Sanders</u> | <u>Route 4, Hartsville, S. C. 29550</u> |
| <u>Johnny King</u> | <u>Route 5, Hartsville, S. C. 29550</u> |
- (11) The by-laws of the corporation are to be made, altered or rescinded by the members --
pursuant to the provisions of the By-Laws of the Corporation.
- (12) Amendments to the Articles of Incorporation may be proposed and adopted by the members of the Corporation in the following manner:
- Amendments of these Articles of Incorporation may be adopted by a vote of a majority of the members present at any special or regular meeting of the Corporation if the members have been given at least ten days written notice of said meeting and the notice has contained a copy of the proposed amendment or amendments.
 - For so long as the Corporation is indebted for a loan or loans made to it by the United States of America through the Farmers Home Administration, the Articles of Incorporation shall not be altered, amended, or repealed without the prior consent of the State Director of the Farmers Home Administration for the State of South Carolina.
- (13) Provisions which the incorporators may choose to insert for the conduct of the affairs of the corporation and any provision creating, dividing, limiting and regulating the powers of the corporation, the Directors, Managers or Trustees and the members, including, but not limited to provisions establishing classes of membership and limiting voting rights to one or more of such classes are as follows: See Schedule "A" attached hereto and made a part hereof, which is the geographical area to be served by the facilities and services of the Corporation.

Glenn C. Odom
Charles H. Stoudemire
Cornelia L. Carr
Harold Hall
Harold Sanders

- (14) Personally appeared before me, the above named incorporators, do hereby certify that they are the incorporators of the within named corporation and are authorized to execute this document, that each for himself does hereby further certify that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

Sworn to and subscribed before me this

29th day of June, 1987

Johnny L. King
Notary Public of S. C.

My Commission Expires: 6 Dec. 1991

Jul 25 2022

REFERENCE ID: 1086710

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

SCHEDULE "A" - DESCRIPTION OF AREA TO BE SERVED BY ALLIGATOR RURAL WATER COMPANY, INC.

That area of Chesterfield County, South Carolina, adjacent to the Darlington County line and described generally as follows: Beginning at the Darlington County line one-half mile almost east of the intersection of South Carolina Highway 151 and State Road 172; thence, in a generally northern direction along State Road 172 and including the area 1000 feet to the west of State Road 172 to State Road 346; thence, in an eastern direction along State Road 346 to Big Black Creek; thence, along the run of Big Black Creek in a northern direction to South Carolina Highway 145; thence, along South Carolina Highway 145 in a generally northeastern direction to a point one mile northeast of State Road 29; thence, in a generally southern direction maintaining a distance of one mile generally northeast from State Road 29 to a point 1000 feet generally north of U. S. Highway 1; thence, in a generally eastern direction maintaining a distance of 1000 feet generally north of U. S. Highway 1 to a county dirt road; thence, along said county dirt road through State Forest to the intersection of State Road 570 and State Road 80; thence, along State Road 80 in a generally eastern direction 1000 feet; thence, in a generally southern direction maintaining a distance of 1000 feet generally east of State Road 570 to the Darlington County line; thence, along the Darlington County line in a generally western direction to the point of beginning.

Exhibit B

ROA-0134

In the Matter Of:

Glenn C Odom vs.
John Campolong, et al

Alexander C. McLeod, Jr.

January 08, 2019



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ROA-0135

1 very self-serving in all that he did in McBee.

2 Q. All right. And what did you mean by that?

3 A. Exactly what I said.

4 Q. Well, I mean, did you give her examples of
5 how he had engaged in self-serving activities?

6 A. I talked about the \$850,000.

7 Q. And what did you tell her about the
8 \$850,000?

9 A. I said that the only way that Alligator or
10 the rural water could get the money would be go
11 through the town and that they used the town's name
12 to get the money and everybody used it and two and a
13 half years later we go and borrow \$1.5 million to
14 redo our system when we could have used \$850,000 to
15 revamp our own water instead of going out of the
16 county. So McBee applied for the grant, but didn't
17 get to use the money and that was during the
18 campaigning of the Mayor Odom for mayor.

19 Q. How did McBee apply for the grant?

20 A. Oh, I don't know.

21 Q. You said they did.

22 A. I said they used McBee's name.

23 Q. You said --

24 A. Well, I said they had to use McBee's name
25 to get the grant.

In the Matter Of:

Glenn C Odom vs
John Campolong, et al

Billy Rex Lovelace

August 20, 2019



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ROA-0137

10

1 He was a member for about three years. I helped him
2 get elected mayor. So I know -- I've known Glenn I
3 guess all his life. I knew his father. I knew his
4 grandfather and grandmother and his mother and father.
5 So, he's McBee people.

6 Q. Have you heard rumors that he had stolen
7 money from the Town of McBee?

8 A. Not rumors. I heard them straight from
9 Glenn.

10 Q. What did you hear from Glenn?

11 A. I guess he was trying to feel me out when
12 he found out about the tobacco money coming. I had no
13 idea what it was or anything, but he came to me
14 probably after a Lions Club meeting and said, "You
15 know Cheraw is getting \$3,500,000, but they've got a
16 project and they can get that money. And Chesterfield
17 is getting two-and-a-half million dollars. They've
18 got a project, and they'll get that money." And he
19 went on to Pageland. They was getting a million and a
20 half. And then he got down to McBee. "McBee can get
21 \$868,000." That's verbatim, and you know it.

22 Q. That McBee can get that for what?

23 A. But they didn't have a project. McBee did
24 not have a project. And him mayor.

25 You knew you tell me now.

1 Q. What do you mean they did not have a
2 project?

3 A. He was insinuating that McBee didn't have a
4 project but Alligator Water did, and he was going to
5 have it -- he was going to write a request to get the
6 money for Alligator Water. And if he can produce that
7 request which he wrote to the government to get that
8 money, I'll believe anything he says, but until then,
9 what I know about him, I know what I know. And when
10 he got to be mayor, and I come around the corner
11 across the road right there, I saw a well drilling
12 outfit that he was supposed to be furnishing water to
13 McBee. He borrowed a half a million dollars for the
14 Town of McBee to put down a well for Alligator.

15 Q. Who told you that?

16 A. I know that for a fact. I looked at the
17 well. The well drilling.

18 Q. Where did you think the half million
19 dollars came from?

20 A. It was common knowledge. That's what they
21 said the well cost.

22 Q. Well, who paid the \$500,000?

23 A. The Town of McBee had to pay.

24 Q. And somebody had to tell you that, I guess?

25 A. Common knowledge. I don't know where it

1 Q. And who told you that the Town of McBee was
2 supposed to get the \$850,000? What did you say --

3 A. \$868,000 is what Glenn told me the Town of
4 McBee could get, but they didn't have a project, and
5 he was going to fill out the application to get the
6 money for Alligator Water.

7 Q. And did you tell somebody that he told you
8 this?

9 A. I've told several people that.

10 Q. Who do you recall you told that to?

11 A. I told my wife for sure, and I may have
12 been the one that told Kemp McLeod and John Campolong.

13 Q. And you had conversation with both of them
14 about that?

15 A. Sometime over the years.

16 Q. And what did they tell you?

17 A. They ignored it. They shoved it off. They
18 wouldn't do anything. I was pushing to get something
19 done. Just like when he bought that house on the
20 lake. I talked to a county council from McBee about
21 an IRS agent. When somebody brings a suitcase full of
22 cash and lays it out for buying a house, probably
23 \$400,000, in that range, what would you think?

24 Q. Tell me about how Mr. Odom brought a
25 suitcase full of cash.



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WILLIAM B. EDWARDS

November 15, 2019

Glenn C. Odom

VS

John Campolong and A.C. McLeod

2018-CP-13-00275

REPORTER: Ilene Schreiner

ROA-0141

1 **Chesterfield County?**

2 A. Yes, sir.

3 **Q. And can you name them?**

4 A. I'll try. I have Jimmy Jordan, Chuck
5 Jordan, Tim Jordan. Their mom is Sunette (ph), she
6 would be my aunt. I have Cathy Atkinson -- or
7 Cathy Horton, Darrell Atkinson, that live in
8 Chesterfield County.

9 **Q. How long have you known Mr. Odom?**

10 A. Oh, basically all my life, off and on,
11 you know.

12 **Q. This may be stating the obvious, but**
13 **you're younger than Mr. Odom, correct?**

14 A. Yes, sir.

15 **Q. You were not in high school with**
16 **Mr. Odom, were you?**

17 A. No, sir.

18 **Q. Have you ever assisted Glenn Odom with**
19 **any of his political races?**

20 A. Yes, sir.

21 **Q. In what regard? What have you done?**

22 A. Putting up signs, even politicking for
23 him.

24 **Q. Your association with Alligator Rural,**
25 **you were employed at the company, correct?**

In the Matter Of:

Glenn C Odom vs.
John Campolong, et al

Beulah Bolton

January 08, 2019



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ROA-0143

1 A. Uh-huh.

2 Q. On numbers of occasions?

3 A. Yes.

4 Q. And these were not meeting minutes of the
5 council, but conversations you had with them?

6 A. Yes.

7 Q. Did they tell you how much he had
8 embezzled?

9 A. Yeah, million something. I'd have to look
10 back.

11 Q. Do you recall where these conversations
12 took place?

13 A. Probably -- it had to be in here
14 somewhere.

15 Q. But they weren't in council meetings.
16 They were after council meetings?

17 A. No.

18 Q. Before?

19 A. Before or after.

20 Q. Before or after council meetings?

21 A. Uh-huh.

22 Q. And both told you essentially the same
23 thing, that he had embezzled over a million dollars?

24 MR. MCLEOD: Object to the form.

25 BY MR. PARKER:

1 A. Right.

2 Q. Anything else other than those two things
3 that you can recall?

4 A. I would do better if you were to ask me
5 specific questions.

6 Q. Well, I can do that.

7 A. I can't be specific like that. All I can
8 tell you is that I was informed that he was really
9 bad for the town.

10 Q. They were saying very negative things
11 about him?

12 A. Right.

13 Q. Now, did they tell you, either of them and
14 then I'll ask you which one, that Mr. Odom had taken
15 \$2,000 from an individual when he was a magistrate
16 and used the money for his own benefit?

17 A. No, I don't remember that.

18 Q. All right. Did they say -- did Mr. McLeod
19 say that Mr. Odom had stolen \$500,000 from the Town
20 of McBee or some large amount of money?

21 A. Some large amount. I don't know what the
22 amount was.

23 MR. MCLEOD: Object to form.

24 BY MR. PARKER:

25 Q. Did they tell you that Mr. Odom had

10

1 illegally used \$850,000 that was received from the
2 tobacco settlement funds and used by the Chesterfield
3 Rural Company?

4 A. Yes.

5 Q. And which one of them told you that?

6 A. I think both of them may have told me
7 that, if I recall.

8 Q. Before and after council meetings?

9 A. (Witness nods head.)

10 Q. Is that a yes?

11 A. I'm trying to think. I'm trying to think.
12 I know we were talking about funds and where the
13 funds have gone. I can't remember if it was before
14 or after. I just know it was a conversation. It may
15 have been during a meeting, I don't know, about where
16 the money went, you know.

17 Q. All right. Did either of them tell you
18 that Mr. Odom had punctured a Town of McBee water
19 line?

20 A. Yes. One of them, but I don't know which
21 one. I know it's been in a conversation with them,
22 yeah.

23 Q. And was that before or after a council
24 meeting?

25 A. I think it was before or after. I don't

1 A. He said that Glenn stole money from the
2 town.

3 Q. Those were his words, Mr. Campolong?

4 A. Yes.

5 Q. Do you know Mr. Campolong sitting right
6 here?

7 A. Of course I know. I'm not a liar and I am
8 telling the truth. That's why I didn't want to come
9 here because I know people are going to be upset, but
10 I'm just not a liar. Okay?

11 Q. Okay. And he stole money, that's what
12 Mr. Campolong said?

13 A. Yeah.

14 Q. Now I'm going to try one more time. When
15 did he say that to you?

16 A. He said it more than once.

17 Q. Okay. And where did he say it?

18 A. I know one time it was back there. It may
19 have been other times.

20 Q. What is "back there"? Are you talking
21 about --

22 A. In the --

23 Q. Let me finish. Are you talking about in
24 this building?

25 A. Yeah, he said it in this building.

1 Q. That's all?

2 A. Yes.

3 Q. Okay. All right. Now, what about this
4 puncturing, when did he tell you about that?

5 A. I think that was back there in one of our
6 meetings back over in the other -- what are they
7 called when we go out into the other room and we have
8 to talk about certain things.

9 Q. Is that called executive session?

10 A. Executive session. Thank you.

11 Q. So he told you something about a punctured
12 drain --

13 A. Yeah. I remember --

14 Q. Let me finish, ma'am. We've got to be
15 careful.

16 A. Okay.

17 Q. So he told you something about a puncture
18 during executive session of a town council meeting,
19 correct?

20 A. Yes.

21 Q. Has he said it otherwise to you other than
22 that occasion?

23 A. That particular thing, I don't remember
24 him having said that. I don't remember him having
25 said that, no.

1 A. Yeah.

2 Q. All right. So when did this conversation
3 in executive session happen concerning the breakage
4 of the line or puncture of the line?

5 A. Oh, gosh. I don't know a date.

6 Q. You don't know dates?

7 A. No, I don't know. If I had known this was
8 going to happen, I would have been writing down
9 dates.

10 Q. Well, you knew this --

11 A. But since I didn't know it and I'm
12 learning being a new town council member. And after
13 this, trust me, I will write down dates.

14 Q. Okay. Did he say anything other than
15 concerning stolen money or the breakage or puncturing
16 of the line? When I say "he," I mean Mr. Campolong.

17 A. I'll tell you just like I told the other
18 lawyer, as far as thinking up things that they said,
19 I'm not going to do that. I can't do that. But if
20 you ask me something and I remember it, I will say
21 yes and no.

22 Q. Do you have any reason to believe that
23 either one of those topics of discussion or
24 statements were false?

25 A. Yeah, I do. I even said it. I said

1 before, I can't believe Odom would do the things --
2 some of the things that I'm hearing you guys say that
3 he did. I said that more than once.

4 Q. Okay. Do you believe both statements
5 concerning both topics were false?

6 A. Do I believe what?

7 Q. Both statements concerning both topics
8 were false?

9 A. I hope so. I have -- I can't --

10 Q. You hope they are false?

11 A. I don't know what I believe, but I
12 certainly hope that they were false. And based on
13 what I said from what I know of Odom and what he said
14 to me and what I seen him do around this town, I
15 would say it's false. Yeah.

16 Q. Okay. And do you have any evidence to
17 support that other than --

18 A. No.

19 Q. -- your relationship with Mr. Odom?

20 A. I don't have a relationship -- any more of
21 a relationship with Odom than I do with Campolong and
22 Kemp.

23 Q. So have you talked to Mr. Odom at all
24 about this case?

25 A. No.

In the Matter Of:

Glenn C Odom vs
John Campolong, et al

Hattie Gardner Edwards

September 19, 2019



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ROA-0151

1 for 2002 -- '3 they had approximately \$425,000 in
2 the bank. That's what Glenn said.

3 Q. That's what you brought that for?

4 A. Yeah.

5 Q. And then you brought what, a Town
6 Council meeting of May 9, 2001; is that right?

7 A. See, why I brought that was this. When
8 they had the Town meeting about the \$850,000, Glenn
9 said that Alligator Rural Water had received a grant
10 for \$850,000 and he wanted to run it through the
11 Town with no charges to the Town. That's not right.
12 If the check was made out to the Town of McBee --
13 and I was at the Town meeting that night. And I
14 asked Glenn, I said, if it's your money why was the
15 check made out to the Town of McBee? He said, well,
16 it had to go through a municipality. That's why I
17 brought that right there.

18 Q. All right.

19 A. Because of that.

20 Q. And then you brought another one that's
21 the Town of McBee meeting on May 16th, 2001?

22 A. Let me see that. (Reading.) That's
23 where they was going to transfer the Alligator money
24 to the Town, but it was the Town's to start with.

25 Q. And --

In the Matter Of:

Glenn C Odom vs
John Campolong, et al

Olin Morrison

September 19, 2019



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ROA-0153

1 A. I know Mr. Odom most all of his life,
2 and mine, too. I'm from McBee too, so...

3 Q. And you thought he had done something
4 criminal?

5 A. I think he did when he took the money.

6 Q. And --

7 A. I mean, that's not real complicated, is
8 it?

9 Q. Well, if he didn't take it it is, isn't
10 it?

11 A. If the money was deposited in the bank
12 to the Town of McBee and then he takes it out and
13 puts it to Alligator Water and then moves it to
14 Chesterfield, now, tell me, something ain't right
15 about that. It would not have been -- come to the
16 Town of McBee if it didn't belong to the Town of
17 McBee. You can't make me believe that.

18 Q. Have you seen the paperwork whereby the
19 money was under a grant and it was supposed to go
20 to -- for the water -- for Chesterfield Water
21 Company?

22 A. Was supposed to go where?

23 Q. It was only the Town of McBee because
24 they had to make it to someone, they made it to the
25 Town of McBee. You're not aware of that and it was

1 all the time designated as --

2 A. No, no. Why did the other town around
3 get it and then their money not transfer to there?

4 Q. Well, I can't answer that --

5 A. Okay, then. Then it's not.

6 Q. Have you seen any paperwork in other
7 towns?

8 A. No, I haven't seen any paperwork at all.

9 Q. But all you know is what you heard?

10 A. It will have to be proved in court, I
11 promise you.

12 Q. All you know is what you heard?

13 A. Yes.

14 Q. And you've taken what you heard as being
15 the truth?

16 A. A whole lot more reliable than I would
17 from the source that said he didn't do anything
18 wrong about taking the money, yes.

19 Q. Did you report it to anybody that
20 Mr. Odom had stolen the Town of McBee's money?

21 A. No.

22 Q. Why didn't you report it to somebody?

23 A. Why didn't I report it to somebody?

24 Q. Yeah.

25 A. Why didn't everybody else report it?

1 people and do that, see.

2 Q. But a Town can take -- be an agent for
3 someone else. You understand that, don't you?

4 MR. MCCANTS: Objection to the form.

5 THE WITNESS: No, I don't.

6 BY MR. PARKER:

7 Q. In other words, you don't think that if
8 the -- if the water district got a grant to be
9 passed through McBee, that the fact that McBee
10 passes it through to where it was intended you'd
11 think something was wrong with that?

12 A. No. I am saying was Alligator's name or
13 anything on that check that was sent to McBee --
14 that was deposited in the bank for the Town of
15 McBee, was it? If not, the check belongs to the
16 Town of McBee.

17 Q. You know nothing about all of this other
18 than what you've heard on the street; right?

19 A. That's it.

20 Q. And you believe what you heard on the
21 street?

22 A. I believe a lot of it.

23 Q. How do you choose which part to believe?

24 A. Just as exactly what you're trying to do
25 right now.



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GLENN C. ODOM

January 22, 2020

Glenn C. Odom

VS

John Campolong and A.C. McLeod

2018-CP-13-00275

REPORTER: Jennifer Nottle

ROA-0157

1 board a couple of times but that was in the '90s
2 and I don't remember the exact date.

3 **Q. Okay. What was your -- September 2018 is a**
4 **current term, correct?**

5 A. Correct.

6 **Q. All right. And you were mayor September 2000?**

7 A. To 2002.

8 **Q. Any state or federal positions?**

9 A. No.

10 **Q. Okay. Have you been appointed to any**
11 **governmental positions, whether local, state or**
12 **federal?**

13 A. No.

14 **Q. All right. We're here in part of your role as a**
15 **magistrate today.**

16 A. Huh, I'm sorry. I thought you were talking about
17 politics. Okay, yeah, I was magistrate from '02
18 to '06.

19 **Q. Have you got the months?**

20 A. I believe that was commenced in April of '02 and
21 four years later to April of '06, I believe is
22 what it is.

23 **Q. Did you serve the full term?**

24 A. Yes.

25 **Q. Okay. So you were mayor until what date,**

1 **September 2002?**

2 A. Until the end of May, 2002.

3 **Q. End of May?**

4 MR. PARKER: I think you misstated it. I think he
5 said April.

6 **Q. Okay. Tell me when your term as mayor ended.**

7 A. May 2002. I'm just trying to think when the
8 appointment was to -- I resigned before I took
9 the appointment, so it was probably August 2002
10 to August 2006 on the magistrate. I'm pretty
11 sure that's correct, but, you know, remembering
12 dates 15 or 20 years ago is kind of tough.

13 **Q. All right.**

14 A. But it's right in that area.

15 **Q. And part of my question was directed to did you**
16 **resign your position as mayor to become the**
17 **magistrate?**

18 A. Correct.

19 **Q. Okay. So there may have been a few months**
20 **between?**

21 A. Right, but I also served as the municipal judge.
22 I can't tell you the dates but it was in the late
23 '90s, and I don't remember how many years that
24 was. I think it was four or five, but I can't
25 remember those dates.

1 Q. Did you resign that position and then become
2 mayor?

3 A. No. I resigned that position and ran for mayor,
4 that's correct.

5 Q. Okay. All right. The Alligator Rural Water and
6 Sewer, Incorporated, again, I'm going to refer to
7 it as Alligator, okay?

8 A. Alligator.

9 Q. Okay. All right. The registered agent for that
10 company is Glenn C. Odom, and the address is 547
11 Sandy Point Lane. You just simply haven't
12 changed the name?

13 A. Correct.

14 Q. Or address?

15 A. Correct.

16 Q. Okay. But that's -- Glenn C. Odom is you --

17 A. Correct.

18 Q. -- as the registered agent, correct?

19 A. Correct.

20 Q. All right. And the company was incorporated in
21 1987, as I understand it?

22 A. Correct.

23 Q. All right. Were you an incorporator?

24 A. Was I --

25 Q. Were you an incorporator?

1 A. Give me the definition of that.

2 **Q. That started the company and incorporated it?**

3 A. I was one of the board members at that time.

4 **Q. All right. So you were associated with Alligator**
5 **from its inception?**

6 A. Correct.

7 **Q. Okay. And did it operate prior to 1987 as some**
8 **organization other than a corporation?**

9 A. No, sir.

10 **Q. All right. So it came into being or incepted in**
11 **1987?**

12 A. Correct.

13 **Q. Okay. And you were a board member?**

14 A. Correct.

15 **Q. Okay. And do you recall the names of the other**
16 **board members?**

17 A. Charles Stoudemire, Essie Huggins. It was Mr.
18 Hoffman, Ebbie Hoffman, Cornelia Linton, Mr.
19 Sanders. How many is that? That's the only ones
20 that I remember. There could have been Mr. Hall,
21 but I don't remember if he --

22 **Q. Okay.**

23 A. -- you know, they kind of changed out some, so I
24 don't remember the ones that signed the original
25 papers.

1 Q. Okay. So the position that you hold as manager
2 of Alligator did not exist at the inception?

3 A. Correct.

4 Q. So it was more or less run by the board?

5 A. Correct.

6 Q. Okay. And is your position with Alligator called
7 or described general manager?

8 A. Correct.

9 Q. Okay. And how long have you held that position?
10 Let me stop and ask you. Were you the first
11 general manager?

12 A. Yes.

13 Q. Okay.

14 A. But it'd just be a guess. I don't remember
15 exactly, and I know you want to know how many
16 years, but I can't tell -- I just can't remember
17 that.

18 Q. Well, let me try to jog your memory. Since 1987,
19 when the company was started, and how long until
20 they appointed a general manager?

21 A. Well, '91 was when -- the first year to pump any
22 water and there wasn't a general manager there.
23 When I left Sunoco, which would have been around
24 -- 2003 sticks in my mind, so that'd be about 17
25 years that I've been general manager. That's to

1 I don't have water in my name so, therefore, I
2 wouldn't have any ownership in it.

3 **Q. Okay. So your water comes from the Town of**
4 **McBee?**

5 A. Town of McBee.

6 **Q. All right. Since becoming the manager, has that**
7 **role been continuous?**

8 A. Correct.

9 **Q. Okay. And what does a manager do for Alligator?**

10 A. Hires, see that employees -- see that training's
11 done, see that the by-laws and the rules that the
12 board has incorporated all of those are met, meet
13 with DHEC, meet with rural development, supervise
14 growth of Alligator and meeting with industry
15 and, you know, just day-to-day management of the
16 company, just like any company.

17 **Q. And has there been a general manager other than**
18 **you?**

19 A. No.

20 **Q. Okay. Are you paid a salary by Alligator?**

21 A. I'm paid a salary by Alligator.

22 **Q. Okay. I've seen a management agreement between**
23 **Odom and Associates and Alligator, and I believe**
24 **your sister discussed that --**

25 A. Correct.

1 **during this civil action, correct?**

2 A. Correct.

3 **Q. Okay. All right. So you have that letter. What**
4 **other materials or documents have you read**
5 **written by John Campolong or on his behalf that**
6 **relate to the allegations in the Complaint?**

7 A. The affidavit that you swore the things in the
8 Town of McBee lawsuit was correct and a letter he
9 sent out to everybody in town accusing me of --
10 several was actually crimes that he mailed to
11 everybody in McBee.

12 **Q. Okay. I believe I know what you're talking**
13 **about, but I'm unsure. Are you talking about a**
14 **document that was produced at Patricia Wise's**
15 **deposition?**

16 A. I don't think so. I -- this was a document, a
17 one-page document, that has on there what did
18 Glenn Odom do when he was mayor. And several of
19 the things were that he misappropriated -- I'm
20 paraphrasing --

21 **Q. I understand.**

22 A. -- \$850,000. He hired a police force that made
23 McBee a speed trap. I never hired any police
24 officers any time. But everything that he puts
25 in there is incorrect.

1 Q. Okay. So the position that you hold as manager
2 of Alligator did not exist at the inception?

3 A. Correct.

4 Q. So it was more or less run by the board?

5 A. Correct.

6 Q. Okay. And is your position with Alligator called
7 or described general manager?

8 A. Correct.

9 Q. Okay. And how long have you held that position?
10 Let me stop and ask you. Were you the first
11 general manager?

12 A. Yes.

13 Q. Okay.

14 A. But it'd just be a guess. I don't remember
15 exactly, and I know you want to know how many
16 years, but I can't tell -- I just can't remember
17 that.

18 Q. Well, let me try to jog your memory. Since 1987,
19 when the company was started, and how long until
20 they appointed a general manager?

21 A. Well, '91 was when -- the first year to pump any
22 water and there wasn't a general manager there.
23 When I left Sunoco, which would have been around
24 -- 2003 sticks in my mind, so that'd be about 17
25 years that I've been general manager. That's to

1 Q. Was it a campaign flyer?

2 A. Correct.

3 Q. Okay. And it compares Mr. Campolong to you?

4 A. Correct.

5 Q. Okay. And just to -- maybe if that jogs your
6 memory, is that the document that Mr. Parker
7 showed Patricia Wise during her deposition?

8 A. Yes.

9 Q. Okay. I think we're talking about the same
10 document.

11 A. Okay.

12 Q. Do you have a copy with you?

13 A. No.

14 Q. Okay. So it's an affidavit by Mr. Campolong,
15 which was filed in the Town of McBee suit against
16 Alligator and you?

17 A. Correct.

18 Q. There is the 2012 letter that the Town of McBee
19 sent to the attorney general?

20 A. Sent to -- I don't remember if that was the
21 attorney general or the head of SLED, but it was
22 one of those two --

23 Q. Okay.

24 A. -- you know, referred back and forth.

25 Q. All right.

1 A. And -- but it was one of those two.

2 **Q. All right. So those three documents?**

3 A. Yes.

4 **Q. Are there any other documents that you contend**
5 **that Mr. Campolong authored or wrote or had**
6 **somebody on his behalf do so that relate to the**
7 **defamation allegations in your Complaint?**

8 A. I can't definitely say that. There have been so
9 many documents. Yesterday I reviewed over 600
10 pages, and, you know, I can't state flatly that
11 that's all there is.

12 **Q. Okay.**

13 A. The other thing is, there are documents to Pat
14 Wise and others say that they sent to the federal
15 government. We have not gotten those yet, so I
16 can't say that's all.

17 **Q. Uh-huh.**

18 A. There are probably more out there.

19 **Q. Okay. Well, what do you personally rely on that**
20 **you've seen that you contend that --**

21 A. I'm personally relying on -- excuse me, I didn't
22 mean to talk over you.

23 **Q. Yeah, let me --**

24 A. Yeah, I --

25 **Q. -- we've done well so far.**

1 Q. Okay. I think I misunderstood you, but you read
2 documents?

3 A. I've read documents that have been produced for
4 this whole thing, but I have not read dep- -- no
5 transcripts of depositions.

6 Q. Okay. You've had an opportunity, and I believe
7 you're appeared at the depositions, correct?

8 A. Correct.

9 Q. All right. Have you heard John Campolong say to
10 you those things which are alleged in your
11 complaint to be defamatory?

12 A. No.

13 Q. All right. Have you heard anyone else say to you
14 that John Campolong made the statements that are
15 alleged in the Complaint?

16 A. Yes.

17 Q. Okay. And who said so?

18 A. Bea Bolton, Macey Stephens. Those are the only
19 ones that I can think of right now that have told
20 me that he said that.

21 Q. Well, take your time for a moment, because --

22 A. Okay.

23 Q. -- just to let you know, I've asked for the
24 information in discovery. I do recognize the two
25 names you indicated, and they have been deposed.

1 **Is there anyone else that you contend --**

2 A. No.

3 **Q. And it's Ms. Bolton, correct?**

4 A. Correct.

5 **Q. All right, and Mr. Stephens. When did they tell**
6 **you that Mr. Campolong made statements which are**
7 **related to the allegations in your Complaint?**

8 A. Several times over the course of the past four
9 years, but I can't give you a date and time.

10 **Q. Okay. Do you recall any specific instance? Give**
11 **me one instance.**

12 A. Oh, several times after town council meetings.

13 **Q. They left the town council meeting and said to**
14 **you that Mr. Campolong said something related to**
15 **the allegations in your Complaint?**

16 A. Yes.

17 **Q. Okay. Can you give me -- based on that**
18 **information, can you give me a particular example**
19 **or time or date that this communication was made**
20 **by either Bolton or Stephens to you?**

21 A. The only thing I can say is after a town council
22 meeting in the four years preceding when I filed
23 my lawsuit. I can't give you a date and time. I
24 didn't record it so I don't know.

25 **Q. Okay. Were both present --**

1 the solicitor made a determination there was no
2 criminal conduct. But what information,
3 evidence, oral or written, do you have Mr.
4 Campolong knew the statements were actually
5 false?

6 A. I don't have any information that -- I would have
7 no way of knowing that he knew. Obviously, he
8 doesn't confide in me, so I mean, I would have no
9 way of ascertaining that.

10 Q. Okay. And what written or oral evidence do you
11 have that John Campolong entertained serious
12 doubts about the truth of the statements that are
13 allegations of defamation in your Complaint?

14 A. I don't have any.

15 Q. Okay. And what written or oral evidence do you
16 have that John Campolong was highly aware of the
17 probable falsity of the statements of defamation
18 or allegations in your Complaint?

19 A. I don't have any.

20 Q. Okay. Do you have any written or oral evidence
21 that John Campolong acted with reckless disregard
22 for the truth of those statements?

23 A. The only thing that I rely on is the SLED report
24 that he asked for an investigation. I mean, and
25 it's common sense that I got a copy of it, they

1 would have gotten a copy of it. So he knew it
2 was incorrect, everything he's saying. So I'm
3 relying on what SLED said and, you know -- it's
4 just very hard to believe the mayor was -- and
5 town council wasn't aware of asking for an
6 investigation. SLED and the solicitor and that
7 attorney general's office investigate something,
8 and they just drop it and don't know what the
9 answer is. So --

10 **Q. The letter was written in 2012, correct?**

11 A. Correct.

12 **Q. Those persons asked for an investigation,**
13 **correct?**

14 A. Correct.

15 **Q. SLED made a determination?**

16 A. Correct.

17 **Q. But between the determination and when the letter**
18 **was written, what information do you have that**
19 **John Campolong acted with reckless disregard for**
20 **the truth?**

21 A. A lawsuit was filed. He signed an affidavit
22 stating pretty well the same things over again
23 and a piece of campaign material.

24 **Q. Okay. But did Mr. Campolong have SLED's**
25 **determination when those filings were -- or**

1 **campaign flyer was made?**

2 A. SLED filed that in January of 2013. You know, I
3 can't answer what Mr. Campolong or the town
4 council had, but obviously it's easy to ascertain
5 did they get a copy of it. I'm sure Mr. Parker
6 will talk with SLED to see -- and the solicitor
7 when they got their copies, so --

8 **Q. Well, if I recall Mr. Campolong's testimony, he**
9 **did not have a copy until this litigation.**

10 A. Well, he also --

11 **Q. Do you have any evidence otherwise?**

12 A. No. He also stated all this stuff is incorrect,
13 so maybe he made another mistake.

14 **Q. You don't know for sure?**

15 A. No.

16 **Q. And you don't have any evidence otherwise --**

17 A. No.

18 **Q. -- well, let me finish. You don't have any**
19 **evidence otherwise to support that assertion?**

20 A. No.

21 **Q. Okay. You sued Mr. McLeod and Mr. Campolong with**
22 **regard to the 2012 letter. Why did you not sue**
23 **the other members of town council?**

24 A. Ms. Fields has dementia, and I don't think any of
25 us wanted to go through that. She couldn't

1 A. As part of their USDA project.

2 Q. Okay. Was it represented to you that the Town of
3 McBee or the municipality could only apply for
4 the grant?

5 A. Well, it -- yes.

6 Q. Okay. And who represented that to you?

7 A. The state, that it had to be -- or pass through a
8 local government entity.

9 Q. Okay.

10 MR. MCCANTS: Let's mark that one.

11 (Defendant's Exhibit Number 4 was marked for
12 identification purposes - (1 page) Town Council
13 Minutes 5/16/01.)

14 Q. The document in front of you, would you identify
15 that document, please?

16 A. It's the town council meeting of May 16th, 2001.

17 Q. And does this relate to the grant?

18 A. Yes.

19 Q. Okay. And it says, a second reading was done on
20 the Alligator Water to transfer the grant money
21 to the town and then to Alligator Water; is that
22 statement true?

23 A. Correct.

24 Q. The statement is true?

25 A. Correct.

1 A. Mayor of the Town of Jefferson.

2 **Q. Okay.**

3 A. And the three of us went and met with the senator
4 and then with the governor's office, and they
5 determined the best way to do this project and
6 enlarge the water line -- and again, it was their
7 suggestion to do the pass-through that -- I mean,
8 obviously, it was good for the whole county, but
9 there again, the mayor of Jefferson, Charlie Gray
10 and myself met.

11 **Q. Okay. Chesterfield County Rural Water Company,**
12 **that's a private non-profit company?**

13 A. I think it's a 501(c)(3).

14 **Q. Okay. Is it a company similar to Alligator?**

15 A. Correct.

16 **Q. Okay. All right. It's not a governmental**
17 **entity?**

18 A. No.

19 **Q. All right. And how much water does Alligator**
20 **supply to Chesterfield Rural County on a monthly**
21 **basis?**

22 A. Sixty to 70 million gallons. At that time it was
23 probably 20 million.

24 **Q. Okay. Does Chesterfield County Rural depend**
25 **mostly on Alligator for its supply of water?**

1 Jefferson -- the booster pump station belongs to
2 Chesterfield Rural?

3 A. Correct.

4 Q. Okay. Has Alligator had any part in maintaining
5 these -- this infrastructure?

6 A. No.

7 Q. Okay. Does Alligator supply the water that flows
8 through the line?

9 A. Correct.

10 Q. Okay. And since -- and Alligator sells that
11 water, correct?

12 A. Correct.

13 Q. How much water flows through that line,
14 approximately, per month?

15 A. About 30 million a month.

16 Q. Gallons?

17 A. Thirty million gallons, correct.

18 Q. Okay. All right. So there is some financial
19 benefit to Alligator, correct?

20 A. Very little. It's sold as wholesale water,
21 correct.

22 Q. All right. Flows to them on a monthly basis,
23 correct?

24 A. Correct.

25 Q. And has Alligator been supplying and selling

1 **obtain a grant itself for a project that more**
2 **directly benefitted the Town of McBee?**

3 A. McBee had no project to ask for.

4 **Q. Okay. And you told Mr. Lovelace that, correct?**

5 A. Yes.

6 **Q. Okay. Why didn't Chesterfield County Rural use**
7 **its own money to fund this \$850,000 upgrade?**

8 A. They, like any other rural water company, don't
9 have any excess funds. It's a non-profit, and
10 the State had the tobacco money that would go
11 somewhere anyway. So, you know, the three of us
12 went to the senator and he sent us to the
13 governor, and they worked this plan out.

14 **Q. Okay. What money does the Town of McBee earn or**
15 **receive today as a result of the installation of**
16 **the water line funded by the grant?**

17 A. The town citizens benefit because their property
18 taxes are lower because without this line half of
19 Chesterfield County would be a desert. There
20 would be no water in it. So therefore, tax
21 benefits throughout the county help the people in
22 the Town of McBee pay less taxes.

23 **Q. Okay. But does the Town of McBee earn any money**
24 **directly for the supply of water?**

25 A. No.

1 Q. You indicated that there was not another project
2 at the time just a moment ago, correct?

3 A. Correct.

4 Q. And Mr. Lovelace made the same remark or some
5 words to that effect, correct?

6 A. Correct.

7 Q. So the town wells were closed down at the time
8 this grant was obtained, right?

9 A. Correct.

10 Q. And I think I've read in a Court of Appeals
11 decision the history, that there were some
12 unsatisfactory ratings from DHEC from 1995 to
13 1999 --

14 A. Correct.

15 Q. -- and the town stopped operating the wells in
16 1999, correct?

17 A. Correct.

18 Q. And so when did Alligator take over the
19 operation?

20 A. I believe it was about 1999 when DHEC stepped in,
21 threatened to fine them \$10,000 a day because
22 they had been unsatisfactory in their sanitary
23 survey, which is DHEC's once-a-year inspection
24 for the last 12 years.

25 Q. Okay. So why you not use the grant to improve

1 **the Town of McBee wells or system?**

2 A. Because Alligator was selling it to them for
3 about 95 cents per 1,000 gallons, and you can't
4 operate a system at that. I mean, we were
5 working with them to keep them to where they were
6 making money, and they were getting clean water.
7 And their other well would cost so much money to
8 rehab. There again, they've put gack filters on
9 it --

10 **Q. Uh-huh.**

11 A. -- and reconditioned that well, and it was just
12 more expensive than it was worth.

13 **Q. Okay. But there was a project that could be**
14 **done, correct?**

15 A. Yes.

16 **Q. Okay. And how much has the town spent on these**
17 **filters?**

18 A. Not only the filters, but the mayor has told Mr.
19 Parker in deposition one and a half million
20 dollars.

21 **Q. On upgrades or improvements?**

22 A. Yes.

23 **Q. So the \$850,000 would go a long way towards those**
24 **improvements, correct?**

25 A. Yes.

1 confirm a period of time that we talked about and
2 this was your Chesterfield magistrate term. I
3 found some information that said April 30th,
4 2002, and it expired on April 30th, 2006; do you
5 think that's accurate?

6 A. That's correct.

7 Q. All right.

8 A. Because I was thinking I resigned early May from
9 the mayor's job, but it could have been early
10 April.

11 Q. All right. Were you a city or town magistrate
12 before?

13 A. Yes, that's what I said. I was municipal
14 attorney (sic), I believe, for five years before
15 I was mayor.

16 Q. Okay. Do you have any legal training?

17 A. Yes.

18 Q. And --

19 A. But legal -- you know, the courses that you're
20 mandated by the state to take, not law school
21 type, whatever.

22 Q. Right. Just whatever you're required by South
23 Carolina Supreme Court to take as a magistrate,
24 correct?

25 A. Correct.

In the Matter Of:

Glenn C Odom vs.
John Campolong, et al

Marion Stephens, III

January 08, 2019



A. William Roberts, Jr. & Associates

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ROA-0180

1 you play football at South Carolina State?

2 A. Yes, sir. I played football and ran
3 track.

4 Q. You're a big fellow to be running track,
5 but you probably wasn't as big back then.

6 A. Not quite.

7 Q. We're here about this lawsuit involving
8 Mr. Odom and I want to ask you about it involves some
9 statements that were made about him by Mr. Campolong
10 and Mr. McLeod. Have you heard either of these
11 gentlemen make any negative statements about
12 Mr. Odom?

13 A. Yeah. I've heard them say that he was a
14 crook. I know several times there was made mention
15 that he stole money from the town. The whole water
16 situation, you know, they mentioned that several
17 times that -- that it was some foul stuff being done,
18 you know. They said they had proof. I asked for the
19 proof. I could never find anything. So --

20 Q. Did they ever give you any proof?

21 A. No, sir.

22 Q. We have alleged that they falsely accused
23 Mr. Odom of using \$850,000 that was received from the
24 tobacco settlement funds and was used by the
25 Chesterfield Rural Water company, that they said that

1 he had illegally used this money, \$850,000. Have you⁶
2 heard either one of them say that?

3 A. If I'm not mistaken, I think Mr. Campolong
4 mentioned something to that effect, but I'm not
5 exactly sure.

6 Q. Was this outside of council meetings or
7 when was it?

8 A. It was during council meeting.

9 Q. During the council meeting?

10 A. Uh-huh.

11 Q. In executive session or not?

12 A. Yes, sir, executive session.

13 Q. And was that a topic of the executive
14 session?

15 A. The water itself was and that's when all
16 the other stuff came up.

17 Q. Did you -- have you heard either one of
18 them state that Mr. Odom had taken \$2,000 from an
19 individual when he was a magistrate and used that
20 money for his own benefit?

21 A. No, sir. I can't recall that.

22 Q. Have you heard either one of them say that
23 he had stolen money from the Town of McBee?

24 A. I know I've heard Mr. Campolong say that.
25 I can't recall whether I've heard --

1 Q. Do you recall the occasion when he said
2 it, what the circumstances were?

3 A. That type stuff always come up when we go
4 in executive session if we talk anything about
5 anything having to do with the water, especially
6 during the time that he was running for mayor and,
7 you know, or running for council or something to that
8 effect. When we go into executive session, if
9 anything come up about the water, all this other
10 stuff would always come up too. So it's not just one
11 particular occasion. It was several occasions that
12 it came up.

13 Q. Have you heard Mr. McLeod or Mr. Campolong
14 state that Mr. Odom had punctured a Town of McBee
15 water line or damaged a water line?

16 A. Let me see who said that. I know it was
17 stated. And I only need to mention names that was
18 just in the suit, right?

19 Q. You say anything you want to.

20 A. I know it was stated, but I think it
21 was -- when I recall, it was brought up by another
22 council member, Mr. Sutton, and, you know, it kind of
23 cosigned to what saying, you know, that they agreed
24 that they thought he did it. But he -- he the one, I
25 think -- if I remember right, he's the one that

1 brought it up, that reflects my memory.

2 Q. But they joined in with that?

3 A. Yes, sir.

4 Q. And where was that? Was that in -- what
5 type of meeting?

6 A. It was in executive session.

7 Q. Any other things that you've heard either
8 of these gentlemen say negative about Mr. Odom that
9 you can recall?

10 A. Just like I said, that they said he was a
11 crook and stole money from the town when he was in
12 office and they had said they had, you know, proof of
13 these things. But whenever I spoke with them and
14 asked them to show me the proof or whatever the case
15 may be, nobody could produce anything. It's been
16 stated more than one -- on one occasion or more than
17 one meeting. When we go in executive session, any
18 time the water comes up, something is going to come
19 back to his name reflected in it and not always in a
20 positive manner.

21 MR. PARKER: Answer any questions
22 these gentlemen may have for you.

23 EXAMINATION

24 BY MR. MCCANTS:

25 Q. Mr. Stephens, my name is John McCants and

10
1 meetings. If the water is the subject of topic, then
2 it comes up.

3 Q. And then how long have you been on town
4 council?

5 A. Four years because my first time --

6 Q. How often do you attend the meetings?

7 A. Until I started working here lately, I
8 attended them regular all the time. Then when I
9 started working last year, because I was out of work
10 due to my health issues, when I started back working,
11 it seems to me that the council meetings was being
12 scheduled around the time that I was working.

13 Q. How often does the town council meet?

14 A. Once a month except for special meetings.

15 Q. In 2018, how many meetings did you make?

16 A. I don't know.

17 Q. Twelve meetings. Give me a good estimate.

18 A. I would guess right around six, maybe.

19 Q. Half of them?

20 A. Yeah.

21 Q. How about 2017?

22 A. I made more than half of them in 2017.

23 Q. Okay. Now, when you talk about these
24 things that Mr. Campolong has said in executive
25 session, has he said it to you other than during

11

1 executive sessions?

2 A. Yeah. I was going up to his place of
3 business and we discussed some things sometimes and
4 this came up there as well.

5 Q. And when was that?

6 A. That was before I started back work. So
7 that would have to be in '17 sometime.

8 Q. Okay. And y'all discussed these issues
9 you've talked about today?

10 A. Uh-huh.

11 Q. And he was the mayor at the time?

12 A. Yes, sir.

13 Q. And you were on town council at the time,
14 correct?

15 A. Uh-huh.

16 Q. Any other times other than -- I'm sorry.
17 Do you have a more definite date on when he had this
18 discussion with you at the plant?

19 A. I don't know exactly when. I just know it
20 was in 2017 because that was before I went back to
21 work.

22 Q. And was it one meeting or one time?

23 A. It was just that one time that I went up
24 there. I've only been up there one time.

25 Q. And you went up there -- are you a social

12

1 friend of Mr. Campolong?

2 A. No, not really. No.

3 Q. So your interaction with Mr. Campolong was
4 strictly as a town council person, correct?

5 A. Uh-huh. I mean, I recognize him.

6 Q. She has to take your --

7 A. Yes, sir. Yes, sir. I'm sorry.

8 Q. Is the answer yes?

9 A. Yes, sir. Yeah. I recognize him when I
10 see him outside of the town. But, I mean, I've
11 never --

12 Q. Well, he's the mayor.

13 A. Yeah.

14 Q. You recognize him as the mayor, I would
15 assume?

16 A. Yeah.

17 Q. Is that correct?

18 A. Yes, sir.

19 Q. And so you had the one time up there at
20 the plant you talked to him and these words were said
21 that you indicated, like crook, stole money, et
22 cetera?

23 A. Yes, sir. Uh-huh.

24 Q. And then all the other occasions you've
25 mentioned without dates are here in this building

1 we're sitting --

2 A. Yes, sir.

3 Q. -- in today, correct?

4 A. Yes, sir.

5 Q. So we don't talk over here, those
6 statements were made here in this building we're
7 sitting in --

8 A. Yes, sir.

9 Q. Let me finish. She has to transcribe what
10 our --

11 A. I got you. Go ahead.

12 Q. My questions and your answers.

13 A. Yes, sir.

14 Q. I know this is -- you haven't done this
15 before; is that correct?

16 A. No. No, sir.

17 Q. You have not had your deposition taken
18 before?

19 A. No.

20 Q. So any of the other occasions where you've
21 had a conversation with Mr. Campolong where he has
22 used these words like, crook and stole money, they
23 were made inside this building where we're sitting
24 today; is that correct?

25 A. Correct.

1 Q. And they were in the context of town
2 council conversations or business of town council,
3 correct?

4 A. Yes, sir.

5 Q. Okay. Now, what exactly -- what more
6 exactly -- when you talk about water, what is the
7 conversation about water?

8 A. Well, their conversation about the water,
9 you know, I don't -- I'm not even totally up to snuff
10 as to exactly, you know, when all this stuff
11 supposedly took place or whatever the case may be.
12 But, again, whenever we have anything involving water
13 that comes up in the council meeting, it starts going
14 back to whenever Alligator Water took over the water
15 for the town and it's just a big, you know, fight or
16 struggle or whatever to regain -- to regain ownership
17 of who pumps the town water. And it goes from that
18 to, you know, he's a crook and, you know, he did this
19 or did that and it just goes on.

20 Q. You live in the town limits?

21 A. Yes, I do.

22 Q. And who provides you water?

23 A. I pay my bills here. According to --

24 Q. Here?

25 A. At the town council. Until I started --

1 A. Correct.

2 Q. Have you talked to Mr. Odom about today?

3 A. I haven't seen Mr. Odom in quite some
4 time.

5 Q. Have you talked to Mr. Parker or anybody
6 associated with his office today?

7 A. Mister who?

8 Q. Mr. Parker, the gentleman --

9 A. Oh, oh, oh. No, sir.

10 Q. Okay. And how did you know about today?

11 A. I received a subpoena.

12 Q. In the mail at your address?

13 A. No, it came here and Ms. Latondra called
14 me and told me that they had one here for me.

15 Q. So it came here to town council?

16 A. Yeah. And then it -- and then it was
17 served by Michael Irvin.

18 Q. Okay. These statements that Mr. Campolong
19 is alleged to have made and you heard, you don't have
20 any knowledge or evidence about his mindset, do you?

21 A. About his mindset?

22 Q. Yeah. What he believes, what's in his
23 head, what he think is true or not. You don't have
24 any information about his mindset, correct?

25 A. I mean, I don't think I would be

18

1 necessarily one to be qualified to, you know, to deem
2 what's somebody mindset is other than, you know,
3 sometimes that I -- when we're here at council
4 meetings, you know, he tends to may forget certain
5 things or, you know, forget what we're on or
6 something to that effect. But, you know, I can't --
7 it's not my profession.

8 Q. Okay. You just simply when Mr. Campolong
9 says something to you, you don't know one way or the
10 other what he thinks or what he may think would be
11 the truth or not, right? You're not testifying that
12 you know what he intends and he thinks, correct?

13 A. I'm not testifying what?

14 Q. What he intends or what he thinks,
15 correct?

16 A. I'm just testifying to what I heard.

17 Q. You're just testifying to what he heard?

18 A. What I heard.

19 Q. Right. Correct.

20 A. You said what he heard.

21 Q. No. When you heard something come out of
22 his mouth --

23 A. Right.

24 Q. -- you don't have any knowledge about his
25 intention or his mindset or what he may think,

correct? You just hear it, correct?

A. Yeah. I heard what he said and
comprehended what he said.

Q. Okay. All right. Mr. McLeod is going to
ask you some questions probably about your family in
this area. So I'm going to turn it over to him for a
moment.

EXAMINATION

BY MR. MCLEOD:

Q. Mr. Stephens -- it's Stephens, right?

A. Uh-huh.

Q. Okay. S-T-E-V-E-N-S?

A. P-H-E-N-S.

Q. P-H-E-N-S. Okay. And then you live on
2nd Street here in McBee?

A. Uh-huh.

Q. Who do you -- and if you say yes or no.

A. Yes, sir. Yes, sir.

Q. Who do you live there with?

A. I live alone.

Q. Okay. And then your family that's in
Chesterfield County that's over the age of 18, do you
have any brothers or sisters?

A. No, sir.

Q. Do you have any -- are your parents living

1 shoulder.

2 Q. Have you ever been a party to a lawsuit?

3 A. No, sir. Not to my knowledge.

4 Q. When you talked about -- I think the term
5 was "punctured" or "broken" water line that occurred
6 over in the vicinity of, you said, your neighborhood.
7 What exactly did you hear either one of these
8 gentlemen, Mr. Kemp McLeod or Mr. Campolong, say
9 about -- or who did you hear say about that? I need
10 to understand that.

11 A. As I said -- what's your name again?

12 MR. PARKER: Mr. Parker. Johnny.
13 You can call me Johnny.

14 THE WITNESS: When Mr. Parker asked
15 the question, it was -- it was more so another
16 councilman, Mr. Sutton, making the comment and he
17 kind of -- Mr. Campolong kind of cosigned with him,
18 you know, going along with him, like he agreed, like,
19 that he was -- Mr. Odom was behind the puncturing or
20 the main being broken or whatever it was. I don't
21 know if it was punctured or broken or whatever the
22 case may be.

23 Q. All right. And what did you hear, then,
24 Mr. McLeod say about that subject?

25 A. I don't -- I don't remember him saying

Exhibit C

STATE OF SOUTH CAROLINA
 TOBACCO SETTLEMENT REVENUE MANAGEMENT AUTHORITY ACT
 WATER & WASTEWATER INFRASTRUCTURE FUND
 S. C. DEPARTMENT OF COMMERCE
 Division of Global Business Development Finance
 Post Office Box 927
 Columbia, South Carolina 29202

GRANT AWARD AGREEMENT

January 10, 2002

Town of McBee

\$850,000

In accordance with the provisions of State of South Carolina Tobacco Settlement Revenue Management Authority Act Water & Wastewater Infrastructure Fund and on the basis of the grant application submitted, the Division of Global Business Development Finance hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 30 days from the date above.

Staff Review

D. E. G. 1
 Dennis E. Gabriel, CED

[Signature]
 Approval on behalf of the Fund
 Secretary of Commerce

ACCEPTANCE FOR THE GRANTEE:

Glenn C. Odom
 Signature of Official with authority to execute this contract

02-07-02
 Date

Glenn C. Odom, Mayor
 Typed Name and Title of Authorized Official

ATTEST:

[Signature]
 Signature of Grantee

[Signature]
 Signature of Grantee



South Carolina

DEPARTMENT OF COMMERCE

Jim Hodges
Governor

Charles S. Way, Jr.
Secretary

January 10, 2002

The Honorable Glenn Odom
Mayor
Town of McBee
PO Box 576
McBee, SC 29101

Dear Mayor Odom:

The South Carolina Department of Commerce (the "Department") is pleased to advise you that a grant from the South Carolina Water and Wastewater Infrastructure Fund (the "Fund") in the amount of \$850,000 has been awarded to Town of McBee (the "Recipient"). It is my understanding that the grant will be used to fund the project described in the Recipient's Application for Funding. Please note that virtually all recipients of grants from the Fund are receiving an amount less than that requested in their respective grant applications. In an effort to maximize the availability of grant awards from the Fund, the Department has applied certain blanket reductions to the grant requests. These blanket reductions include, but are not limited to, the following. First, contingency amounts in all project budgets have been reduced to 5% of project costs. Second, in cases involving industrial parks, the Department has disallowed any requests for infrastructure improvements within the park itself, although the Department has allowed for infrastructure improvements connecting to the park. Third, other reductions, specific to the individual projects, may have been made.

Because the grant awards are generally less than the amount requested, it is imperative that you have the ability to obtain the necessary funding to make up any resulting shortfall. You should note that a statement to this effect is included in the closing certificate, discussed further below. In addition, you should note that the enclosed Grant Agreement, under the heading "Method of Payment," provides that no disbursement of the proceeds of the grant may be made until the Recipient delivers satisfactory evidence that all necessary funding has been provided and that all required permits have been obtained.

As you are aware, the award and use of grants from the South Carolina Water and Wastewater Infrastructure Fund are subject to significant limitations under state and federal law. These limitations are described in the "Procedures and Process for Second Round Review" (the "Procedures") promulgated by the Department, which you have previously received. Receipt by the Recipient of the proceeds of this grant shall evidence your knowledge and understanding of the requirements set forth in, and your agreement to be bound by, the Procedures. Please be aware that

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ROA-0196

The Honorable Glenn Odom
January 10, 2002
Page 2

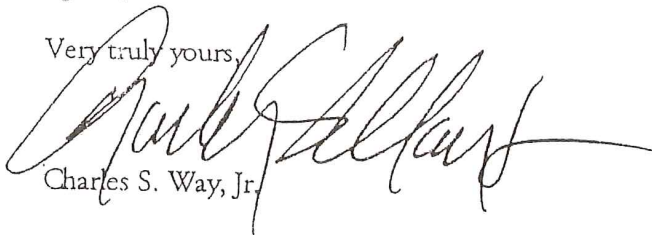
your first draw of grant funds from the Department must occur within six months of the date of the execution of the enclosed Grant Agreement. In the event your first draw is not made within this period, your award of the grant will be withdrawn and the funds will be made available to other eligible recipients.

Enclosed with this letter are (a) the formal Grant Agreement; (b) the form of your closing certificate, and (c) the form of an opinion to be delivered by your counsel. You should review, execute, and return the Grant Agreement to the address below, together with an administrative fee of \$17,000. Please make your check payable to the South Carolina Department of Commerce. In addition, you should review, complete, and sign the closing certificate. Finally, you should forward the opinion form to your counsel for completion and execution. All three documents (including the opinion of counsel) should then be sent to H. M. (Murk) Alexander, Post Office Box 927, Columbia, South Carolina 29202. Please note that all three documents be must be received within thirty (30) days of today's date.

Please call Murk Alexander at (803) 737-0471 if you have any questions concerning this matter or if I may be of further assistance.

With kindest personal regards, I am

Very truly yours,



Charles S. Way, Jr.

CSWjr/sg

Attachments

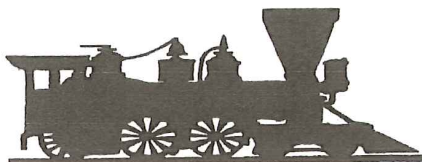
ROA-0197

Exhibit D

TOWN OF McBEE

COUNCIL MEMBERS:

Mrs. Marilyn Fields
Mr. Shilon Green
Mr. A. C. McLeod Jr.
Mr. Charlie Sutton



MAYOR:

Mr. John Campolong Jr.

Interim Clerk:

Mrs. Latondra Johnson

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JUL 10 2012

STATE GRAND JURY
PROS SECTION

July 9, 2012

W. Allen Myrick, Jr., Esq.
SC Attorney General's Office
P.O. Box 11549
Columbia, SC 29211

CONFIDENTIAL

Re: Request for Investigation of Possible Misconduct in Office regarding Glenn C. Odom, Former Mayor of the Town of McBee and former Magistrate for Chesterfield County, SC.

Dear Mr. Myrick,

John McIntosh of your office recommended we send this request for investigation to you. As Mayor and Councilmen of the Town of McBee, we are writing to request you and your agency investigate a number of possible instances of misuse of public funds by former Mayor and Magistrate, Glenn C. Odom.

Mr. Odom was Mayor of McBee from 2000-2002 and a Chesterfield County Magistrate from 2002-2005. He has been employed as General Manager of Alligator Rural Water and Sewer for approximately ten years. He has also held the position of President of the Board of Directors of Alligator. We believe Alligator is a quasi-governmental tax-exempt entity with 501(c) status, created under SC Code of Laws Section 6-13-10, et seq.

In an effort to find the answers to the location or use of hundreds of thousands of dollars in public funds and in a desire to protect the Townspeople from further harm, we respectfully request your assistance in determining what, if any, criminal activity may have been committed by Mr. Odom and his associates.

We believe there may be numerous other cases of illegal activities. However, the instances of which we are aware and believe should be investigated by those who are appropriately qualified include:

1. On April 9, 2002, the Town of McBee received funds in the amount of \$850,000 from the national tobacco settlement of 1998 that your office was instrumental in achieving. On April 10, 2002, Mayor Odom signed a check from the Town's account in the amount of \$850,000, ostensibly to Chesterfield Rural Water Company. However, to our knowledge, the Town did not and has not received any benefit from the transfer of these funds. Where is this \$850,000? (Four pages attached, including the Town's bank statement for April 2002.)

Post Office Box 248, McBee, SC 29101
Phone: 843-335-8474 Fax: 843-335-5163

ROA-0199

2. Mr. Odom resigned as Mayor in 2002 to accept a position as Chesterfield County Magistrate. During the time he served in that capacity, there was considerable town chatter suggesting fines were repeatedly being paid personally to then-Magistrate Odom. Just recently, we have been given a copy of a cancelled check for more than \$2,000 that we are told was paid to Odom to take care of a young man's local traffic fine. (Copy of cancelled check attached.)

3. Can you tell us if it is a conflict of interest for an official of a rural community water district to serve on a town council or as mayor and influence other town officials regarding water and sewer issues?

For your information, we are forwarding a fourth area of possible public corruption to William N. Nettles, United States Attorney for South Carolina, for investigation and, if appropriate, prosecution:

4. Since taking over the management of Alligator Rural Water, Chesterfield County records show hundreds of thousands of dollars in real property purchased by Glenn C. Odom and William N. Kellahan, Jr., the engineer for Alligator Rural Water and Sewer, and their joint business entities. The county property records of Chesterfield, and possibly other counties including Darlington and Williamsburg, will show substantial property holdings purchased during the past 10-15 years by at least one individual (Mr. Odom) with no other known financial means, outside of his income as manager of a rural water company. In at least one instance, Mr. Odom signed over to himself a 400+ acre tract of land from Alligator Rural Water. (Copy of deed attached)

Alligator receives funding from the United States Department of Agriculture, Rural Development. In the past three years, we believe Alligator has received \$25 Million from USDA for two projects, commonly referred to as the Patrick Project and the Water Blending Project. We believe during the past three years, Mr. Odom has personally received a minimum of \$2.4 Million to operate the water company and Mr. Kellahan has received at least \$1.2 Million for engineering services.

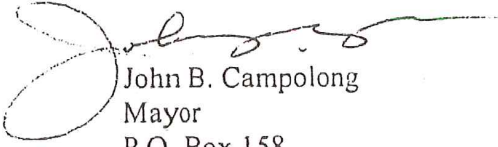
On its face, it appears that these are unjustifiable sums for the services rendered. We have reason to question whether all work contracted for has been completed. And we question whether all tax laws have been complied with, both by these individuals personally and by the tax-exempt entity, Alligator Rural Water. The project funding and purposes can be confirmed by a review of the USDA files in Florence, SC, some copies of which we can provide.

We have all lived in this town for more than fifty years and we have seen little or no benefit to the Town for these millions spent of our hard-earned tax dollars. Should you desire, you may contact any of us individually at the numbers provided below.

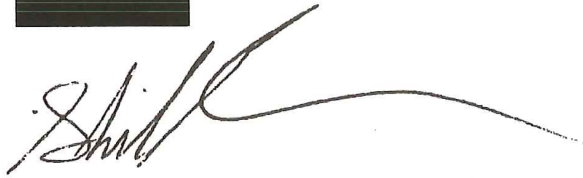
You may also contact Patricia Wise, a former resident of McBee and retired attorney, who has volunteered numerous hours to conduct a limited investigation into these matters. She can be reached at [REDACTED] and can provide you with additional witness names and documents that substantiate our suspicions.

We sincerely appreciate any help you can render in getting to the truth of these matters.

Respectfully submitted,

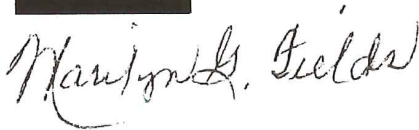


John B. Campolong
Mayor
P.O. Box 158
McBee, SC 29101
[REDACTED]



Shilon Green
Mayor Pro Tem
843-307-4635

Marilyn Fields
Town Council
[REDACTED]



A.C. "Kemp" McLeod
Town Council
[REDACTED]



Charlie Sutton
Town Council
[REDACTED]

Exhibit E

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

Town of McBee, South Carolina

Plaintiff,

versus

Alligator Rural Water & Sewer Company,
Inc., Alligator Rural Water Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2015-CP-13-00379

**AFFIDAVIT OF
JOHN CAMPOLONG
MAYOR OF TOWN OF MCBEE**

2016 MAR 9 AM 10 20
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Personally appeared before me the undersigned, John Campolong, who being duly sworn states as follows:

1. I am John Campolong, Mayor of the Town of McBee, South Carolina (the "Town"). I was elected Mayor in October 2008 and am currently serving my second term as Mayor.
2. I have operated in textile manufacturing in McBee for 55 years. I understand the importance of reliable water service.
3. On December 28, 1999, Town Council voted in special session to approve a forty year agreement ("Water Purchase Agreement") to turn water service to the Town over to Alligator Rural Water & Sewer Company, Inc. ("Alligator").
4. The Water Purchase Agreement is not an 'all requirements' contract. It does not contain terms that give Alligator the exclusive right to provide water service to the Town. In fact, during the period from 1999 to 2009, Alligator provided water service to the Town using the Town's own wells.
5. In 1999, the members on Town Council that signed the agreement with Alligator were Alan G. McLeod, Charles Sutton, George Tiller, and William B. Edwards. A copy of this Water Purchase Agreement is attached as *Exhibit A* to this affidavit.

6. Two of the four members on Town Council who signed the Water Purchase Agreement, George Tiller and William B. Edwards, were also employees of Alligator at that time.
7. In 2005, the Town paid to rebuild its water system. The Town took out a forty year \$4.5 million USDA Loan to pay for the project. The amount that the Town invested equaled slightly more than \$10,000 per customer. Repaying that debt requires approximately 25% of the Town's current water revenues.
8. Alligator managed that reconstruction project as the Town's agent. The executive director of Alligator, Mr. Glenn Odom, was mayor of the Town during this period.
9. As part of the 2005 project, the Town reconstructed its primary well to ensure that it could continue to provide reliable and high-volume water service. Alligator used that well to provide service to the Town until recently.
10. I had not been involved in politics before 2006. I agreed to run for mayor in 2008 specifically out of concern for how the then-current council was managing the Town and its close relationship with Alligator since some council members were also Alligator employees. I was convinced to run for mayor by many key business and civic leaders in the McBee area who shared my concerns about this arrangement. Voters questioned why the Town was paying Alligator to provide water from the Town's own wells. Voters questioned why they were told that the Town's wells were contaminated, but Alligator continued to use them to supply water to the Town after the takeover of the Town's system.
11. In an affidavit dated March 15, 2016, Mr. Glenn Odom, the Executive Director of Alligator, states that "[a]t that time [1999], the Town was not in compliance with

DHEC's sanitary water standards and has not been in compliance for approximately twelve years."

12. This statement is not true. Attached as *Exhibit B* to this affidavit is a Water Quality Report dated October 1, 1999. This was the last report before the Town's results were consolidated with Alligator's. The 1999 report indicates that the Town's water system contained no elevated levels of contaminants and was in compliance with DHEC standards with two wells in operation.
13. During the period 2009 to 2016, the Town tested its well water repeatedly. Over this six year period, there has never been a test result showing any violation of drinking water standards or any concentration of a potential contaminant that approached levels of concern.
14. During the period 1999 to 2009, Alligator operated the Town's wells and supplied water to the Town through them. This is inconsistent with Mr. Odom's assertion that the Town's water is contaminated during this period.
15. On September 11, 2009, Alligator stopped using the Town's wells as a water source for the Town and switched to a source of water provided by Alligator itself.
16. Alligator is a private non-profit rural water company. Alligator is not accountable to elected officials and is not regulated by the South Carolina Public Service Commission.
17. Alligator is governed by a board of directors elected by the individuals listed as members of Alligator on the voting rolls kept by Alligator. The current leadership of Alligator closely controls the election process and membership lists. Only persons who support the current leadership of Alligator have been elected or reelected to the board. Others have encountered stiff resistance.

18. Alligator has no employees. Instead, it pays a for-profit services company, Odom and Associates, for personnel and operating services.
19. The Town has sincere and well-justified concerns about leaving the future of its water service remaining in the hands of such an entity.
20. My understanding is that the principal of Odom and Associates is Mr. Glenn Odom, executive director of Alligator.
21. I have attached to this affidavit as **Exhibit C** a report by the accounting firm of Sheheen, Hancock and Godwin, LLP of Camden, South Carolina concerning Alligator's finances.
22. Exhibit 9 to that report is a copy of the 2002 management contract between Odom and Associates and Alligator. It indicates that Odom and Associates is paid a flat rate of \$720,000 per year for operating Alligator, plus certain office expenses and overheads. In addition, Odom and Associates receives 40% of all revenues generated by water sales that exceed 600 million gallons per year and 40% of all water revenues that are generated by rate increases that are imposed after 2002.
23. If Alligator were a public firm, this would be an illegal kick-back.
24. Because this compensation is paid as a flat fee, Odom and Associates is not accountable to Alligator for how these funds are spent.
25. In its 2014 financial reports, Alligator lists an outstanding debt to Odom and Associates of \$1.3 million.
26. Alligator is characterized by persistent financial mismanagement. The financial data indicate that Alligator has operated at a net loss in every year for which data is available since 2004. The total loss during that period was more than \$8 million. Alligator's 2014 loss was \$936,142. Its unrestricted net assets (book value) was negative \$1.7 million and

its cash balance was \$18,364. Alligator paid Odom and Associates more than \$8 million since 2004.

27. Although it is a small, rural water provider, Alligator has outstanding debt to the USDA of \$23.3 million.
28. Long-term, the Town does not consider Alligator to be a viable utility either from a financial, ethical or managerial basis.
29. It is for that reason that the Town has decided to reopen its wells and place itself in a position where it is no longer dependent on Alligator. As a public official, I believe it is my duty to ensure that the health and welfare of the people of McBee are protected by replacing Alligator as the source of the Town's water. Alligator is unaccountable, unregulated, unethical and financially mismanaged. The people of my town deserve better. That is why I was elected to be their mayor.
30. In the summer of 2013, the Town received a letter from Alligator imposing a 56% wholesale water rate increase.
31. The Town also requested that Alligator provide the backup financial data necessary to support the increase as our contract provides.
32. The Town informed Alligator that it will not begin paying Alligator's new rates until Alligator provides the required financial backup.
33. Alligator alleges that without the revenue stream from the Town, Alligator will be unable to pay its obligator to Rural Development. In 2014, the Town purchased water from Alligator in an amount of \$106,923.50 for the year. The documentation supporting this number is attached as *Exhibit D*. Alligator's revenues, per audited financial statements,

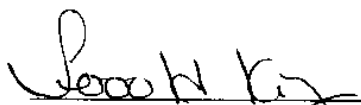
for 2014 were \$3,486,342. Therefore, the Town only provides approximately 3% of Alligator's revenue.

34. The Town has spent approximately \$250,000 to put its wells back in service. Should the Town not be able to operate them, it will incur an additional expense of approximately \$78,000 per year compared to operating its system itself.

FURTHER AFFIANT SAITH NOT.


JOHN CAMPOLONG

SWORN to BEFORE me the 24 day of March, 2016.


Notary Public for South Carolina
My Commission Expires: 4-28-2018

2016 MAR 29 AM 10 20
FAYE L. SELLERS
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

STATE OF SOUTH CAROLINA)

COUNTY OF CHESTERFIELD)

Town of McBee,)

Plaintiff,)

v.)

Alligator Rural Water & Sewer Company, Inc.,)
Alligator Rural Water Company, Inc., A.O.)
Smith Corporation, Odom and Associates, Inc.,)
and Glenn Odom, Individually.)

Defendants.)

IN THE COURT OF COMMON PLEAS

FOURTH JUDICIAL CIRCUIT

CIVIL ACTION NUMBER: 2015-CP-13-379

**PLAINTIFF'S AMENDED COMPLAINT
AGAINST ALLIGATOR RURAL
WATER & SEWER COMPANY, INC.,
ALLIGATOR RURAL WATER
COMPANY, INC.,
A.O. SMITH CORPORATION,
ODOM AND ASSOCIATES, INC., AND
GLENN ODOM, INDIVIDUALLY.****JURY TRIAL DEMANDED**

Plaintiff, Town of McBee ("McBee"), states for its Complaint against Defendants as follows:

NATURE OF THE ACTION

1. This action is based on violations of South Carolina law and 7 U.S.C.A. § 1926(b) of the Consolidated Farm and Rural Development Act of 1961 (7 U.S.C.A. §§ 1921 *et seq.*). Section 1926(b) prohibits any public or private body from providing water service within the boundaries of any area already serviced by a rural water association indebted to the United States Department of Agriculture/Rural Development (formerly the Rural Economic and Community Development Service ("USDA/RD")) during the term of such indebtedness. In this action, McBee seeks to enforce its rights and the protections granted pursuant to South Carolina law and 7 U.S.C.A. § 1926(b) by declaratory judgment and injunctive relief.

2. This action is also based on violations of South Carolina common and statutory law for violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et*

seq.; and sabotage and misrepresentation related to a public water system, S.C. Code Ann. § 44-55-80. McBee seeks an award for actual damages, consequential damages, general damages, exemplary damages, special damages, punitive damages, treble damages, attorneys' fees, costs of this action, equitable relief, injunctive relief, prejudgment and post-judgment interest.

PARTIES, JURISDICTION, AND VENUE

3. McBee is a municipal corporation organized and existing under the laws of the State of South Carolina. McBee provides water service in its city limits and areas adjacent and contiguous to the Town of McBee, including a manufacturing facility owned and operated by A.O. Smith Corporation ("A.O. Smith").

4. Odom and Associates, Inc. is a South Carolina corporation that has its principal place of business at 378 W. Pine Avenue, McBee, Chesterfield County, South Carolina, 29101.

5. On information and belief, Glenn Odom, individually, is a resident of Chesterfield County, South Carolina.

6. Alligator Rural Water & Sewer Company, Inc. and Alligator Rural Water Company, Inc. ("Alligator Defendants" or "Alligator") are South Carolina corporations and have their principal place of business at 378 W. Pine Avenue, McBee, Chesterfield County, South Carolina, 29101.

7. A.O. Smith is a corporation headquartered in Wisconsin with a manufacturing facility located at 25589 U.S. 1, McBee, Chesterfield County, South Carolina, 29101.

8. This Court has jurisdiction to hear the claims.

9. Venue is proper because McBee is located in Chesterfield County, A.O. Smith owns and operates a manufacturing facility in Chesterfield County, Odom and Associates, Inc.'s principal place of business is in Chesterfield County, Glenn Odom is a resident of Chesterfield

County, Alligator Defendants' principal place of business is in Chesterfield County, and the subject service area and subject water facilities exist in Chesterfield County.

FACTUAL ALLEGATIONS REGARDING 7 U.S.C.A. § 1926(b) CLAIM

10. McBee currently provides water services to areas within the Town's municipal limits and areas outside its municipal limits, including A.O. Smith.

11. McBee has provided water service to A.O. Smith since A.O. Smith's opening more than 30 years ago.

12. McBee was serving water to A.O. Smith before Alligator was founded.

13. McBee is an obligor to the USDA on certain indebtedness made pursuant to and authorized by the Consolidated Farm and Rural Development Act of 1961, 7 U.S.C.A. §§ 1921 *et seq.* totaling in excess of \$4 million.

14. The funds required to repay these loans are provided in large part through revenue from service to A.O. Smith.

15. Repaying the loans requires approximately 25% of McBee's water revenues.

16. A.O. Smith's business currently accounts for approximately 60% of McBee's water revenues.

17. On June 14, 2015, McBee learned that Alligator intended to provide water service to A.O. Smith when construction crews were observed in the field installing a line to bypass McBee's system and connect A.O. Smith directly with Alligator's system.

18. A.O. Smith's taking water from Alligator will curtail or limit the service and supply of water to customers and areas served by McBee in violation of 7 U.S.C.A. § 1926(b).

19. In the alternative, the proposed water supply to A.O. Smith is in violation of South Carolina law.

FACTUAL ALLEGATIONS REGARDING ALLIGATOR, ODOM, AND ODOM AND ASSOCIATES GENERALLY

20. Alligator operates as a rural water corporation organized under S.C. Code Ann. §§ 33-31-101 *et seq.* and is a tax-exempt public benefit corporation. As a rural water corporation, Alligator is unregulated and unaccountable for its finances and commercial activities to any public body.

21. Odom has served as the President and/or General Manager of Alligator since its organization, continuously controlling the policy, operation and management of the company from its beginning through the present time.

22. Additionally, Odom served as mayor of the Town from 2000 to 2002.

23. In 2002, Odom organized a for-profit services company, Odom and Associates, Inc. ("Odom and Associates"). Odom and Associates has a contractual right to payment from Alligator allowing Odom, through his company, to personally benefit from Alligator's finances and operations.

24. In 2002, Odom resigned to become the local magistrate, and Will Edwards became mayor of the Town, serving from 2002 to 2004. Will Edwards is long-term management employee of Alligator and Odom and Associates.

FACTUAL ALLEGATIONS REGARDING TORT CLAIMS

Background of Water Service in McBee

25. Prior to 1999, before Odom became mayor, McBee operated its own water system, providing water to the residents of the Town and A.O. Smith.

26. In the fall of 1999, at Alligator's instigation, McBee Town Council instructed Town representatives to enter into negotiations with Alligator for an agreement to turn day-to-

day operations of McBee's water system over to Alligator and for McBee to begin buying bulk water service from Alligator.

27. At a special called meeting, at which half of the McBee Town Council members present and voting were Alligator employees, McBee voted to enter the agreement with Alligator and turn over day-to-day operations of its water system over to Alligator.

28. Alligator justified this action by the assertion that McBee could not supply its need for water because its sources of water were contaminated.

29. Upon information and belief, this assertion was untrue and was made in a deliberate attempt to deceive McBee into allowing Alligator to take control of its water system.

30. This assertion was among the first in a series of unfair and deceptive acts by Alligator acting through Odom and other Alligator employees in an effort to monopolize water and sewer service in the McBee area.

31. Even after the take-over of McBee's water system operations, Alligator continued to provide water to McBee through the Town's own sources of supply in contradiction of the previous allegations that those sources were unsuitable for use.

32. During Odom's tenure as mayor, while also serving as Alligator's executive director, he diverted an \$850,000 grant awarded to McBee to Alligator for projects that did not directly benefit the Town.

33. After diverting this \$850,000 grant to Alligator, Odom caused the Town to borrow \$4.5 million from USDA/RD to refurbish its water system, a loan that could have been substantially reduced by the grant.

34. Upon information and belief, Alligator maintains and controls the as-built plans of the refurbished water system. Alligator has refused to provide McBee with a set of as-built plans, despite numerous requests since 2008.

35. During Odom's tenure as mayor, he returned to DHEC the permits that the Town had maintained to operate its water system and wells, falsely stating that the Town had merged its system into Alligator's.

36. Odom was succeeded as mayor by Mr. Edwards, another Alligator official.

37. During his tenure as mayor, Edwards stated that he intended to bankrupt the Town, which would prevent it from reclaiming its water system.

38. During Odom's and Edward's tenures as mayor, the Town's financial reserves were depleted from over \$400,000 to a negative balance of over \$100,000, during years when the Town received well in excess of \$500,000 income each year, more than enough to cover reasonable expenses.

39. McBee has continuous financial records going back to the 1960s, except for the period when Odom and Edwards were mayors and two years following their tenure. Those records have disappeared from Town Hall.

40. Town employees and other individuals report that Odom ordered those records to be removed and destroyed.

41. Upon information and belief, Alligator's long-term goal in 1999 was to eliminate McBee as competitor for water supply services in Chesterfield County; that remains Alligator's long-term goal today.

42. Odom's and Odom and Associates' goal has been to benefit from Alligator's corrupt business model for Odom's personal enrichment.

43. Alligator, and its officers and agents Odom and Associates and Odom, have pursued this goal through a pattern of deception and misrepresentation concerning McBee's ability to provide service to its customers, abuse of political position and authority by Odom and other agents of Alligator, as well as using the resources of Alligator and its related companies to bully opponents in the political and business community.

44. With reference to other customers, competitors and transactions, Alligator and its officers and agents, Odom and Associates and Odom, have deployed a pattern of deception, misrepresentation and bullying similar to that which has been employed with McBee. These actions have been and are capable of repetition.

45. In 2008, the people of McBee elected Mr. John Campolong to be Mayor. Mayor Campolong is still the mayor today.

46. The preeminent issue in the 2008 campaign was the dissatisfaction of the citizens of McBee with Alligator, its abuse of power, breach of fiduciary duties by its officers and employees while serving as elected official of the Town, and its unaccountable and financially irresponsible dealings.

A.O. Smith, McBee and Alligator

47. Consistent with commitments made during that campaign, in 2008, McBee began the process of taking back its water distribution system operations from Alligator.

48. In 2014, in furtherance of its plan to maintain control of McBee's system, Alligator began secret negotiations with A.O. Smith to displace McBee as A.O. Smith's supplier and take from McBee a customer representing approximately 60% of McBee's revenue.

49. On December 19, 2014, Alligator offered A.O. Smith water service at a rate that was less than half of Alligator's publically advertised rates to its other customers.

50. Alligator offered to repay A.O. Smith for the cost of constructing a line to Alligator through further rate reductions.

51. In reliance on its undertaking with Alligator, A.O. Smith invested as much as approximately \$90,000 in lines, meters and related assets to by-pass the McBee system and connect to Alligator.

52. In reliance on this offer of below-market rates, A.O. Smith entered a joint undertaking with Alligator, described below, which ultimately resulted in A.O. Smith joining with Alligator in its plan to continue its domination of McBee's water system by poisoning McBee's relations with regulators and the public, misrepresenting McBee's ability to supply the needs of its customers, and filing spurious documents with governmental officials maligning McBee's system, service and capacity to serve customers.

Sabotage and False Reports

53. On June 17, 2015, the present action was filed to enjoin Alligator from serving A.O. Smith.

54. The following day, June 18, 2015, at approximately 5:00 in the afternoon, at the close of business hours, McBee personnel responded to a report of a line break in a sparsely populated area of the system.

55. A relatively new and otherwise perfectly functional 4" plastic water main had been punctured.

56. The puncture appeared to have been made by a standard piece of utility equipment, a ground probe, or some similar instrument.

57. There was no construction or other ground disturbing activity in the area.

58. The water main appeared to have been deliberately sabotaged.

59. When McBee personnel arrived at the scene, Odom was there taking photographs.

60. On information and belief, Alligator, through Odom and Odom and Associates, or those working on their behalf, caused the leak by puncturing a McBee water line with a ground probe or similar instrument.

61. Puncturing McBee's water lines would constitute a deliberate sabotaging of McBee's water system, disabling assets that were necessary to protect the health and welfare of McBee's citizens and customers.

62. As described above, at the time and continuing to this day, Alligator has in its possession the only copies of the plans for McBee's system, which was built under Alligator's supervision had been substantially rebuilt while Alligator operated it.

63. Those plans were necessary for locating valves needed to shut off the leak.

64. As former operator of the McBee system, Alligator had in its possession the inventory of spare parts required to fix leaks in the McBee system, including the part required to repair the leak on June 18th.

65. With those parts, the leak could have been repaired in short order.

66. Alligator refused to make either the spare parts or plans available to McBee when requested to do so on June 18, 2015.

67. Alligator personnel reported to McBee that Odom had threatened to fire any Alligator personnel who aided McBee in responding to the leak.

68. On the morning of June 19, 2015, McBee's contractors secured the required parts from a distributor in Columbia to repair the leak and repairs were about to be completed. At that time, Odom rescinded his orders preventing his employees from assisting in the repair, knowing that their assistance was not needed at that point.

69. The leak and Alligator's refusal to provide plans and spare parts to McBee when needed, as well as the subsequent acts described below, were acts committed as a part of Alligator's plan and pattern of deception and misrepresentation concerning McBee's ability to provide service to its customers.

70. This plan and pattern of deception and sabotage were executed by Alligator, Odom and Odom and Associates acting in concert for that purpose.

71. Emails exchanged between Alligator and A.O. Smith on Friday June 19, 2015, indicate that while McBee was attempting to repair the leak, Alligator and A.O. Smith employees were engaged in a joint effort to assemble information to capitalize on the event with regulators and the public.

72. On Friday, June 19, 2015, if not earlier, A.O. Smith entered into Alligator's plan and pattern of deception and misrepresentation and began to work with Alligator to create facts misrepresenting McBee's ability to serve customers reliably and efficiently.

73. Upon information and belief, A.O. Smith's goal in entering into the joint effort with Alligator was to protect its investment in the line to by-pass McBee, to secure its low-cost water supply contract with Alligator, to justify a decision by the courts and regulators to allow it to by-pass the McBee system in violation of 7 U.S.C.A. § 1926(b), and to justify A.O. Smith's actions taken to date to breach its 30-year plus relationship with McBee through secret negotiations with Alligator.

74. The amount of water discharged by the leak was significantly less than the amount McBee discharges in its routine flushing of fire hydrants.

75. However, on Friday June 19, 2015, after the leak was repaired, A.O. Smith phoned McBee Town Hall to falsely report that it had lost water service.

76. On information and belief, A.O. Smith made a similar phone call to DHEC.
77. At this time, McBee received all its bulk water supply from Alligator.
78. Alligator directly controlled the pressure on McBee's water system through its control of its pump, valves and other pressure control devices.
79. McBee personnel verified that the report of loss of pressure was false by immediately checking the water pressure on the McBee system and verifying that the valve between Alligator and the Town was open and fully adequate supplies of water were flowing through the meter.
80. The valve and meter between Alligator and McBee is located near the A.O. Smith site.
81. Driving out to the meter site minutes after A.O. Smith made its false reports to McBee and DHEC, McBee personnel saw Odom and A.O. Smith's plant personnel standing together outside of the A.O. Smith plant near its water meter.
82. Based on the false reports made by A.O. Smith on June 19, 2015, McBee was forced to issue an unnecessary boil water notice for the entire town.
83. Copies of this notice were made on a rushed basis, publicized in the media to the embarrassment of the town, and distributed by hand to Town residents at McBee's expense.
84. Local citizens' lives were greatly disrupted for a day until the unnecessary boil water notice expired.
85. Local industries were forced to buy bottled water for their workforce until the boil water notice was lifted.

Further False Reports

86. Since June 19, 2015, Alligator and A.O. Smith have continued to carry out their plan and pattern of deception and misrepresentation by unfairly and wrongfully stating to regulators, the courts and the public that the McBee water system lost water pressure during the June 18-19, 2015 event and that this purported loss of pressure demonstrated the unfitness of McBee to serve as A.O. Smith's water supplier or to operate its water system independently of Alligator.

87. These statements were knowingly false.

88. Since Alligator began supplying the Town with bulk water, Alligator has had direct and exclusive control over water pressure on McBee's system and monitors and regulates that pressure by the operations of its pumps and by raising and lowering the water levels in McBee's water tanks. Up until 2016, Alligator has monitored the levels in these tanks continuously through electronic metering.

89. Alligator and A.O. Smith knew that if any pressure malfunction was present at A.O. Smith, it was due to Alligator's mismanagement of the system.

90. As a sophisticated manufacturing company, with extensive engineering skills and expertise, and knowledge of the water system serving it, A.O. Smith knew that the reports and claims it and Alligator were making concerning McBee's water system were false and deceptive when they were made.

91. A.O. Smith has willingly and intentionally served as Alligator's conduit for publicizing these false and misleading reports and data.

92. The statements made by A.O. Smith and Alligator are the continuation of the plan and pattern of sabotage and deception begun on or before June 19, 2015 and a necessary part of it.

93. Alligator and A.O. Smith have sought to extend their plan and pattern of deception and misrepresentation against McBee by wrongfully stating to regulators, the courts and the public that the McBee water system lost water pressure in periods other than late June of 2015 and that McBee failed to fill its water tanks during these other periods, jeopardizing fire protection service to A.O. Smith knowing that these assertions were false, deceptive and misleading.

94. Over the past several years, neither Alligator nor A.O. Smith have ever notified the Town of any water pressure problems.

95. Allowing McBee's water tanks to run dry would constitute a deliberate sabotaging of McBee's water system by Alligator, which controlled the level of water in those tanks, disabling assets that are necessary to protect the health and welfare of McBee's citizens and customers.

96. McBee estimates that if A.O. Smith leaves its system, McBee will be required to increase rates by approximately 3.5 times their current rate.

FIRST CLAIM FOR RELIEF
Violation of 7 U.S.C.A. § 1926(b)
(As to Alligator Defendants)

97. McBee incorporates by reference each and every allegation in this Complaint, as though set forth in full herein.

98. Alligator has manifested its intent to limit and encroach upon areas served by McBee.

99. Alligator's actions are in violation of 7 U.S.C.A. § 1926(b).

100. 7 U.S.C.A. § 1926(b) protects rural water associations from encroachment by any other entity seeking to provide service in areas already being serviced. 7 U.S.C.A. § 1926(b) provides as follows:

The service provided or made available through any such association shall not be curtailed or limited by inclusion of the area served by such association within the boundaries of any municipal corporation or other public body, or by the granting of any private franchise for similar service within such area during the term of such loan; nor shall the happening of such event be the basis of requiring such association to secure the franchise, license, or permit as a condition to continuing to serve the area by the association at the time of the occurrence of such event.

Thus, 7 U.S.C.A. § 1926(b) prohibits other entities from curtailing or limiting water service provided by or made available by any rural water association indebted to USDA/RD (formerly the Rural Economic and Community Development Service ("RECDS") and formerly Farmers Home Administration ("Fm HA")), during the term of such indebtedness.

101. McBee is an "association" within the meaning of 7 U.S.C.A. § 1926(b), is indebted to USDA/RD, and, at all times material, has provided, and is able to make available, water service to A.O. Smith.

102. Accordingly, McBee is entitled to the rights, privileges, and protections granted by 7 U.S.C.A. § 1926(b).

103. Alligator's actions and intended and proposed action to provide water service to A.O. Smith will curtail or limit the service and supply of water to customers and areas served by McBee and make it impossible for McBee to repay the loan to USDA/RD in violation of 7 U.S.C.A. § 1926(b).

104. McBee is entitled to a declaratory judgment pursuant to 28 U.S.C.A. §§ 2201 and 2202. There exists a dispute and actual controversy between the parties that cannot be resolved

absent declaratory relief by this court. McBee is entitled to a declaratory judgment, declaring the rights and legal relations of the parties as follows:

- (a) That McBee is an "association" within the meaning of 7 U.S.C.A. § 1926(b), is currently indebted to the USDA/RD, and, at all times material, has provided and made available water service to A.O. Smith in the County of Chesterfield;
- (b) That McBee is entitled to the rights, privileges, and protections granted under 7 U.S.C.A. § 1926(b) during the term of the USDA/RD indebtedness;
- (c) That A.O. Smith is contained within areas already serviced by McBee; and
- (d) That the actions of Alligator and all those acting in concert with Alligator in providing water service or attempting to provide water service to A.O. Smith and any other areas included in the area served by McBee will unlawfully curtail or limit McBee's service in violation of 7 U.S.C.A. § 1926(b).

SECOND CLAIM FOR RELIEF

**Injunctive Relief
(As to Alligator Defendants)**

105. McBee incorporates by reference each and every allegation in this Complaint, as though set forth in full herein.

106. McBee has demonstrated a strong likelihood of success on the merits in this case.

107. Should Alligator continue its unlawful actions in violation of 7 U.S.C.A. § 1926(b) and/or S.C. Code Ann. § 33-36-270(B), McBee will suffer irreparable harm through the loss of 60% of its water system revenue.

108. McBee has no adequate remedy at law.

109. The issuance of a preliminary and permanent injunction will not cause substantial harm to Alligator or those acting in concert with Alligator.

110. McBee is entitled to preliminary and permanent injunctive relief as follows:

- (a) Enjoining Alligator, and all those in active concert with Alligator, from taking any further action to supply water or attempt to supply water to A.O. Smith or any other area or areas included in the area served by McBee in violation of 7 U.S.C.A. § 1926(b) and/or S.C. Code Ann. § 33-36-270(B);
- (b) Enjoining Alligator, and all those in active concert with Alligator, from taking any further action that will serve to curtail or limit water service provided by McBee in violation of 7 U.S.C.A. § 1926(b) and/or S.C. Code Ann. § 33-36-270(B); and
- (c) Enjoining Alligator, and all those in active concert with Alligator, from taking any further action in violation of the declaratory judgments granted in this action.

THIRD CLAIM FOR RELIEF

Violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*

(As to Alligator Defendants, A.O. Smith, and Odom and Associates)

111. McBee incorporates by reference each and every allegation of this Complaint, as though set forth in full herein.

112. A.O. Smith is engaged in trade or commerce within the scope of the South Carolina Unfair Trade Practices Act.

113. Alligator is engaged in trade or commerce within the scope of the South Carolina Unfair Trade Practices Act.

114. Odom and Associates is engaged in trade or commerce within the scope of the South Carolina Unfair Trade Practices Act.

115. As detailed above, Alligator has engaged in deceptive and unfair acts while engaged in trade or commerce, including

- (a) by diverting an \$850,000 grant given to the Town by the Department of Commerce to Alligator;
- (b) by ordering the destruction of Town records;
- (c) by depleting the Town's financial resources,
- (d) by sabotaging McBee's water system on June 18, 2015 in an effort to create a false and deceptive belief in the minds of McBee's citizens, customers, regulators and the public that McBee was unable to operate its system reliably and was unfit to provide water service;
- (e) by inducing A.O. Smith to make false reports to McBee and DHEC concerning a loss of water pressure on June 19, 2015;
- (f) by manipulating water pressures and tank levels on McBee's water systems to create false and deceptive information and data concerning McBee's ability to meet water demands;
- (g) by sharing false and deceptive information about McBee's water system with A.O. Smith;
- (h) by inducing A.O. Smith to share this false and deceptive information with regulators and other parties,
- (i) by inducing A.O. Smith to make other reports of false and deceptive data and information to regulators, the public and others including false and deceptive data and information wrongfully generated and provided by Alligator;
- (j) by making reports of false and deceptive data and information concerning McBee to regulators and the public itself; and

(k) by engaging in other unfair and deceptive acts or practices as otherwise set forth herein.

116. All of these acts were done by Alligator and Odom and Associates as part of an attempt by Alligator and Odom and Associates to destroy McBee as a competitor, to take A.O. Smith as a customer from McBee and in an attempt to monopolize water service in the McBee area.

117. A.O. Smith, in concert with Alligator, has engaged in deceptive and unfair acts while engaged in trade or commerce, including

- (a) by knowingly making false reports to McBee and DHEC concerning a loss of water pressure on June 19, 2015, and
- (b) by knowingly serving as Alligator's conduit for disseminating false and deceptive data and information to regulators, the public and others including false and deceptive data and information wrongfully generated by Alligator concerning McBee and its fitness to serve as a water supplier.

118. All this was done in an effort to assist Alligator in impugning McBee's fitness to supply water so that A.O. Smith could obtain water service from Alligator at discounted rates and recover its investment in by-pass facilities, all in violation of 7 U.S.C.A. § 1926(b)

119. As detailed above, Odom and Associates has also committed deceptive and unfair acts while engaged in trade or commerce, including

- (a) by sabotaging McBee's water system;
- (b) by impeding the repair of a tampered-with pipe,
- (c) by threatening anyone who aided McBee with termination of employment;
- (d) by abusing the operations of McBee's tanks to generate false and deceptive data;

(e) by coordinating and executing the plan of deception and unfairness discussed above;

(f) and by maintaining an overall corrupt business model.

120. A.O. Smith, Alligator, and Odom and Associates willfully and knowingly engaged in these deceptive and unfair acts.

121. These acts are harmful to the public, as they directly and adversely affect the Town of McBee's water system, which provides public water to the residents of the Town of McBee.

122. Additionally, these acts affect the public interest because they have undermined the confidence of the public in public water supply, resulted in unnecessary boil water notices due to false representations to DHEC, apparently have resulted in a depletion of water tanks jeopardizing fire protection and public safety, and have raised McBee's cost of water service to the public through unnecessary administrative, legal and regulatory costs.

123. These deceptive and unfair acts are capable of repetition and in fact have already been repeated by Alligator and Odom and Associates, in that Alligator and Odom and Associates have engaged in a decades-long practice of disparaging the ability or willingness of adjacent and competing utilities to provide service in an attempt to extend its service and sabotage to the Town.

124. These actions are likely to continue unabated unless stopped through this lawsuit or other means.

125. McBee has suffered actual damages as a result of A.O. Smith's, Alligator's, and Odom and Associates' unfair and deceptive conduct, including but not limited to loss of grant monies, loss of other municipal reserves, loss of financial records, the cost of reinstating permits

to operate its system, monies associated with having to respond to meritless accusations, having to issue and distribute unnecessary boil water notices, having to repair broken pipes, damage to the Town's business reputation, and delays in McBee's ability to operate its water system for which DHEC has already issued permits.

126. McBee is thus entitled to and requests an award of actual and treble damages against A.O. Smith, Alligator, and Odom and Associates, as well as its reasonable attorneys' fees and costs, along with any other relief that the Court deems necessary or proper.

FOURTH CLAIM FOR RELIEF

Negligence

(As to Alligator Defendants, A.O. Smith, Odom and Associates, and Odom)

127. McBee incorporates by reference each and every allegation in this Complaint, as though set forth in full herein.

128. South Carolina law imposes on all persons a duty of care not to "render a public water system, or part or portion of a public water system, inoperable or unusable by means of contamination, vandalism, sabotage, or assault upon or detention of employees of the system or to misrepresent any fact related to the operation of a public water system." S.C. Code Ann. § 44-55-80.

129. Alligator, A.O. Smith, Odom and Associates, and Odom willfully, wantonly and recklessly violated this duty of care by the actions set forth above including sabotaging of McBee's water system, making false reports to DHEC concerning loss of water pressure on June 19, 2015, depleting the levels of water in McBee's water tanks, and making and publicizing other false reports concerning the operations of McBee's water system or the ability of McBee's water system to reliably serve customers.

130. McBee has suffered damages related to the repair of its water system, the issuance of unnecessary boil-water notices, having to respond to false and reports to its regulators, and damage to McBee's reputation with customers and regulators.

131. McBee is entitled to and requests an award of actual, consequential, and punitive damages against Alligator, A.O. Smith, Odom and Associates, and Odom for their breach of this duty.

132. McBee also seeks for Alligator to provide all documents in its possession relating to the replacement of McBee's water lines, including but not limited to, as-built plans, written and electronic financial records, correspondence, engineering notes, and drafts, whether held in electronic or other form.

PRAYER FOR RELIEF

WHEREFORE, McBee demands the following relief:

1. Judgment in favor of McBee on all claims for relief asserted in this Complaint;
2. Declaratory judgment in favor of McBee pursuant to 28 U.S.C.A. §§ 2201 and 2202 as follows:
 - (a) That McBee is an "association" within the meaning of 7 U.S.C.A. § 1926(b), is currently indebted to the USDA/RD, and, at all times material, has provided or made available water service to A.O. Smith;
 - (b) That McBee is entitled to the rights, privileges, and protection granted under 7 U.S.C.A. § 1926(b) during the term of McBee's USDA/RD indebtedness;
 - (c) That McBee is currently providing water services to A.O. Smith; and
 - (d) That the actions of Alligator, and all those acting in concert with Alligator, in providing water service or attempting to provide water service to A.O. Smith or any other

area or areas included in the water service area of McBee will unlawfully curtail or limit McBee's service in violation of 7 U.S.C.A. § 1926(b).

3. In the alternative, a declaratory judgment in favor of McBee pursuant to S.C. Code Ann. 15-53-10 *et seq.* as follows:

- (a) That McBee provides water services to A.O. Smith;
- (b) That McBee has the paramount and exclusive right to provide water service to A.O. Smith; and
- (c) That the actions of Alligator, and all those acting in concert with Alligator, in providing water service or attempting to provide water service to A.O. Smith and any other area or areas served by McBee is in violation of S. C. Code Ann. §33-36-270(B).

4. Preliminary and permanent injunctive relief in favor of McBee as follows:

- (a) Enjoining Alligator, and all those in active concert with Alligator, from taking any further action to supply water or to attempt to supply water to A.O. Smith in violation of 7 U.S.C.A. § 1926(b) and/or S.C. Code Ann. § 33-36-270(B);
- (b) Enjoining Alligator, and all those in active concert with Alligator, from taking any further action that will serve to curtail or limit water service provided by McBee to A.O. Smith or any other areas already served by McBee, in violation of 7 U.S.C.A. § 1926(b) and/or S.C. Code Ann. § 33-36-270(B); and
- (c) Enjoining Alligator, and all those in active concern with Alligator, from taking any further action in violation of the declaratory judgment granted in this action.

5. An injunction in favor of the Town of McBee against A.O. Smith, the Alligator Defendants, Odom and Associates, and Odom against further unfair and deceptive acts,

violations of S.C. Code Ann. §§ 44-55-80, and defamatory statements concerning the Town of McBee's water system.

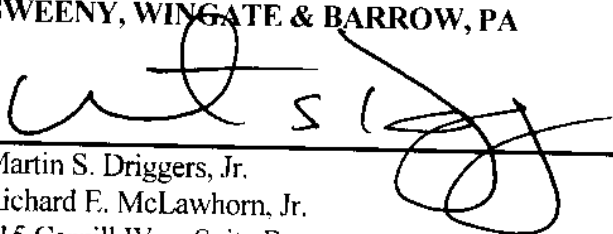
6. An award in favor of the Town of McBee against A.O. Smith, the Alligator Defendants, Odom and Associates, and Odom for actual damages, consequential damages, general damages, exemplary damages, special damages, punitive damages, treble damages, attorneys' fees, costs of this action, equitable relief, injunctive relief, prejudgment and post-judgment interest;

7. Alligator to provide all documents in its possession relating to the replacement of McBee's water lines, including but not limited to, as-built plans, written and electronic financial records, correspondence, engineering notes, and drafts, whether held in electronic or other form; and

8. Granting all other and further relief that the Court deems appropriate.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, PA



Martin S. Driggers, Jr.
Richard E. McLawhorn, Jr.
115 Cargill Way, Suite B
Post Office Box 68
Hartsville, South Carolina 20551
(843) 787-0380

AND

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

Belton T. Zeigler
S.C. Bar No. 5754
M. Todd Carroll
S.C. Bar No. 74000
Kathryn Mansfield
S.C. Bar No. 101295
1727 Hampton Street
Columbia, South Carolina 29201
(803) 454-6504
Belton.zeigler@wcsr.com

Attorneys for Plaintiff

May 4, 2016
Columbia, South Carolina

Exhibit F

ROA-0233



What Has John Campolong Done as Mayor of McBee Since 2008?

TRANSPARENT: • Created the First-Ever Town of McBee Website with Online Access to Town's Activities, News, Finances and Council Minutes
• Added Large Public Meeting Room and Renovated Town Hall

GETTING THINGS DONE: • Built New 40-Acre Community Recreation Complex with Lighted Ball Fields, Walk Trail, Concessions, and Paved Parking
• Added More Than 3 Miles of New Sidewalks and Paved Streets
• Brought the Dollar General Store to Town
• Community Civic Center for Young and Old Coming Soon

EFFICIENT: • All Major Building Projects Paid for with State Grants and Business Donations
• Replenished the Town's Bank Accounts
• Balanced Budget Every Year with No Property Tax Increase

WORKING FOR EVERYONE: • Hired New Town Administrator and Recreation Director
• Updated Town Buildings and Purchased New Police Cars

FIGHTING TO KEEP OUR WATER SYSTEM FOR THE PEOPLE SO OUR CITIZENS, NOT ALLIGATOR, WILL CONTROL OUR DESTINY:

- Regained the Town's Water Permits from DHEC
- Updated the Town's Water System with State-of-the-Art Filters

What Did Glenn Odom DO When He was Elected Mayor of McBee in 2000?

- Began office with over \$400,000 in McBee's Bank Accounts, But Four Years Later the Town's Bank Accounts Were Nearly Depleted
- While Mayor of McBee, he was also General Manager of Alligator Rural Water, a Water Competitor
- Falsely Told the Community its Wells were Contaminated, Then Sold the People of McBee Water from Our Own Wells for Nine Years
- Transferred the Management of McBee's Water System to his Company, Alligator Rural Water
- Turned in McBee's Valid Permit to Operate its Water System to DHEC
- Used an \$850,000 Grant to the Town of McBee to Build Alligator's Water Line to Jefferson, Without Any Benefit to Our Town
- Hired and Directed a Police Force that Caused McBee to Become Known as a Speed Trap Throughout the Carolinas, But Did Nothing for the Town with the Additional Funds

As General Manager of Alligator Water:

- Glenn Odom is Suing the Town of McBee to Prevent Us From Using Our Own Wells and Water System
- Glenn Odom is Suing the Town of McBee to Take Away A.O. Smith's Water Business and Give it to his Company, Alligator Rural Water
- Glenn Odom Charges Alligator Rural Water Customers Almost 3 Times the Minimum Rate for Water Compared to What The Town of McBee Charges its Water Customers

JOHN CAMPOLONG HAS A RECORD OF GETTING THINGS DONE FOR EVERYONE!
FOR HONEST TRANSPARENT LEADERSHIP

RE-ELECT MAYOR JOHN CAMPOLONG

GETTING THINGS DONE FOR OUR COMMUNITY AND OUR YOUTH!

VOTE TUESDAY, SEPTEMBER 6, 2016

Paid for by the Candidate.

ROA-0234

Exhibit G

ROA-0235

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

Town of McBee,

Plaintiff,

vs.

Alligator Rural Water & Sewer Company,
Inc., Alligator Rural Water Company,
Inc., A.O. Smith Corporation, Odom and
Associates, Inc., and Glenn Odom,
Individually,

Defendants.

IN THE COURT OF COMMON PLEAS

FOURTH JUDICIAL CIRCUIT

C/A#: 2015-CP-13-00379

**CONSENT ORDER OF DISMISSAL OF
AMENDED COMPLAINT**

Pending before the Court are motions to strike filed by Defendants Alligator Rural Water & Sewer Company, Inc. (“Alligator”) and A.O. Smith Corporation’s (“A.O. Smith”). The motions request that this Court strike the Town of McBee’s (“the Town”) Amended Complaint filed on May 4, 2016. This action was initiated by the Town on June 17, 2015, against Alligator and Alligator Rural Water Company, Inc. (collectively “Alligator”). The Town is seeking, among other things, a declaratory judgment that Alligator cannot provide water service to A.O. Smith as doing so is a violation of both Federal and State law. The Town filed an Amended Complaint on May 4, 2016, asserting additional claims against Alligator and new claims against A.O. Smith, Odom and Associates, Inc. and Glenn Odom, individually.

On May 24, 2016, Alligator and A.O. Smith filed separate motions to strike the Amended Complaint. The Court is informed that the undersigned parties consent to the dismissal of Plaintiff’s amended complaint filed on May 4, 2016. The parties agree that the dismissal of the Amended Complaint and the causes of action raised within it are dismissed without prejudice.

Accordingly, I conclude that Plaintiff's Amended Complaint filed on May 4, 2016, shall be dismissed without prejudice. All parties shall bear their own costs related to this order and any motions regarding the Amended Complaint. The initial complaint filed on June 17, 2015, shall become the operative complaint. Nothing in this Order shall affect the Town's right to amend its complaint, add additional parties, or raise additional causes of action in the future.

(Judge's electronic signature to follow)

I CONSENT:

s/ William O. Spencer, Jr.
 Mr. William O. Spencer, Jr. (SCB 5279)
 Spencer Law Firm
 PO Box 190
 Chesterfield, SC 29709
 spencerlaw@shtc.net
 (843) 623-2144
 (843) 517-3687
Attorney for Alligator Rural Water & Sewer Company, Inc., Alligator Rural Water Company, Inc., Odom and Associates, Inc., and Glenn Odom, Individually

s/ John T. Lay, Jr.
 John T. Lay (SCB 64526)
 Jessica W. Laffitte (SCB 100256)
 J. Clayton Mitchell (SCB 101443)
 Gallivan, White & Boyd, P.A.
 PO Box 7368
 Columbia, SC 29202-7368
 jlay@gwblawfirm.com
 jwaller@gwblawfirm.com
 cmitchell@gwblawfirm.com
 (803) 779-1833 Ofc

Attorneys for Town of McBee

s/Marguerite S. Willis
 Ms. Marguerite S. Willis (SCB 67961)
 Nexsen Pruet, LLC
 PO Drawer 2426
 Columbia, SC 29202-2426
 mwillis@nexsenpruet.com
 (803) 253-8265

Attorney for A.O. Smith Corporation



Chesterfield Common Pleas

Case Caption: Town Of Mcbee VS Alligator Rural Water & Sewer Company Inc

Case Number: 2015CP1300379

Type: Order/Dismissal

So Ordered

s/Roger E. Henderson 2754

Electronically signed on 2020-08-05 15:50:24 page 3 of 3

ROA-0238

Exhibit H

STATE OF SOUTH CAROLINA)

MUNICIPAL ELECTION COMMISSION

TOWN OF McBEE)

John Campolong, Charlie Sutton,
and Marilyn Fields,)

2016 SEP 20 PM 3 02

Protestants,)

ORDER

FAYE L. SELLERS
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

v.)

Glenn Odom, Bea Bolton, and
Sherry Knight,)

Respondents.)

This matter comes before the Town of McBee Municipal Election Commission ("Commission") upon the timely Petitions of Candidate for Mayor of the Town of McBee, Mr. John Campolong, and candidates for Town Council Charlie Sutton and Marilyn Fields (collectively "Petitioners"), alleging multiple instances of misconduct and illegal activity regarding the Town of McBee Council election held on September 6, 2016. The Commission, after accepting the Petitions and conducting a full hearing and investigation, finds that Petitioners have established the necessary proof that sufficient illegalities occurred during said election. The Commission further finds that Petitioners have made the requisite showing that the outcome of the election was affected by such improper and/or illegal conduct and are therefore entitled to a new election as a matter of law, as more fully set forth below.

Finding of Facts

1. Background

The Town of McBee held an election for two seats on its Town Council and for the office of Mayor on September 6, 2016. The final certified results for Town Council were as follows: Bea Bolton 208 votes, Sherry Knight 194 votes, Charlie Sutton 185 votes, and Marilyn Fields

Faye L. Sellers
CLERK OF COURT C.P. & C.S.
CHESTERFIELD COUNTY, SC

169 votes. The final certified results for Mayor were Glenn Odom 200 votes, and John Campolong 192 votes. Therefore, the Commission certified that Ms. Bolton and Ms. Knight had won the two seats on Town Council, and the Commission certified that Mr. Odom had won the race for Mayor.

Remarkably, of the 392 votes that were counted in the election for Mayor, 121 of those votes, or 31% of the total votes, were cast by absentee ballot. Typically, the Chesterfield County Election Commission prints enough absentee ballots for each election in the Town of McBee to ensure that up to 15% of the Town's citizens on the active voter registration rolls may vote absentee if they desire. For this election, there were 636 active voters on the voter registration list, so approximately 95 absentee ballots were printed.

At no point in the Town's recorded history prior to this election have more than 15% of the active registered voters cast absentee ballots. However, in this election, the Chesterfield County Election Commission had to print more absentee ballots, because nearly 20% of the active registered voter list (121 of 636) cast absentee ballots. Of the 263 ballots cast in person at the polling place on election day, Mr. Campolong earned 170 votes, or 65% of those votes. However, of the 121 absentee ballots cast, Mr. Odom earned 107 of those votes, which represents 88% of the total absentee ballots cast for Mayor. This decisive margin for Mr. Odom in the absentee voting delivered him the victory in the Mayor's race by a margin of eight (8) votes. These Petitions protesting the election then followed.

2. Evidence

At the hearing in this matter, which was duly noticed and timely held in accordance with S.C. Code §5-15-130, substantial evidence was admitted confirming that a sufficient number of

ballots should not have been counted such that a new election must be held. The evidence showed the following facts:

1. Four (4) people who cast ballots in this election were not legal residents of the Town of McBee voting precinct and thus not eligible to vote pursuant to S.C. Code § 7-5-120(A)(3), and their votes should not have been counted.
2. Eight (8) people who cast ballots in this election were not properly registered to vote in the Town of McBee as required by S.C. Code §§ 7-5-110 and 7-7-910(A), and their votes should not have been counted.
3. The votes of Forty-seven (47) other people who cast absentee ballots in this election were procured by improper and/or fraudulent registration in violation of S.C. Code §§ 7-15-330, 7-15-385 and 7-25-20, and their votes should not have been counted.

In addition, uncontroverted evidence was introduced confirming that a paid employee of the business owned by Respondent Odom witnessed and/or returned absentee ballots for Fifty-two (52) people who cast absentee ballots. Respondent Odom testified that he did not direct his employee to engage in such campaign work, and he also testified that he was unaware his employee was doing such campaign work. Respondent Odom further testified that if his employee did engage in campaign work, she did so on her own time and in an unpaid status. However, based on all of the evidence and the totality of the circumstances, the Commission specifically found that the testimony of Respondent Odom was unreliable and not credible.

Conclusions of Law

The Commission notes that the most striking fact about absentee voting in this election in McBee is the sheer volume of absentee ballots cast in relation to the number of qualified electors. In United States v. Ike Brown, 494 F.Supp.2d 440 (D.S.C. 2007), a case brought under the federal Voting Rights Act, the Government's expert testified without contradiction that in other jurisdictions, the normal rate of voting by absentee ballot in a given election ranges from

around three to six percent. In McBee, however, the rate was thirty percent (30%), 50% higher than it was in the Ike Brown case. In that matter, the Court found as follows:

It is highly unlikely that twenty percent or more of those on the voter rolls of Noxubee County are eligible to vote by absentee ballot. The Government's expert maintains, and the court would agree, that even taking into account that there could have been an exceptionally efficient "get out the vote" campaign at work here, this level of absentee voting "cannot happen except when you're generating absentee ballots on a fraudulent basis," for there is no "reasonable legal rationale that would account for this degree of difference." United States v. Ike Brown, 494 F.Supp.2d at 457

Similarly here, the Commission finds that it is highly unlikely that the volume of absentee votes cast in this election were proper and that this level of absentee voting cannot happen except when absentee ballots are being generated on a fraudulent basis. The matter before the Commission is reminiscent of the infamous case of United States v. Eugene Carmichael, 726 F.2d 158 (4th Cir. 1984), wherein former South Carolina State Senator Eugene Carmichael was convicted in 1981 of charges relating to an absentee ballot vote buying scheme in the 1980 Democratic primary election in Dillon County.

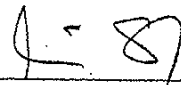
Having considered all of the evidence and the reliability of witnesses, the Commission is convinced that Respondent Odom manipulated and abused the political process in McBee in ways specifically intended and designed to illegally dilute the voting strength of Campolong supporters. The record reflects that Respondent Odom engaged in improper conduct and committed blatant violations of state election laws for the purpose of diluting the votes of his opponent's supporters.

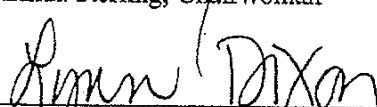
"The right to vote includes the right to have one's ballot counted. This includes the right to not have one's ballot diluted by the casting of illegal ballots or weighting of one ballot more than another." Welch v. McKenzie, 592 F.Supp. 1549, 1557-58 (S.D.Miss.1984) (citing Reynolds v. Sims, 377 U.S. 533, 554-55, 84 S. Ct. 1362, 1377-78, 12 L. Ed. 2d 506 (1964)).

Therefore, the Commission finds that a new election for two Council seats and for the Office of Mayor must occur for the Town of McBee. The largest margin of victory in these races was Twenty-five (25) votes, and the Commission has declared Fifty-nine (59) votes are not valid. Therefore, "this renders the result of the election doubtful and a new election must take place as to the parties concerned." Armstrong v. Atlantic Beach Mun. Elec. Comm., 668 S.E.2d 400 (S.C. 2008); see also S.C. Code § 5-15-130.

IT IS SO ORDERED.

McBee Municipal Election Commission¹


Linda Sterling, Chairwoman


Lynn Dixon, Commissioner

Date: _____

¹ Commissioner Dale McCluney was unable to attend the hearing in this matter due to a work conflict. Nevertheless, Commissioners Sterling and Dixon were present, provided for a quorum, and properly presided over the hearing.

Exhibit I

ROA-0245

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP1300219

Glenn Odom		The Town Of McBee Municipal Election Commission Lynn Dixon John Campolong	Linda Sterling Dale Mccluney

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

The Town of McBee Municipal Election Commission order denying Mr. Odom's protest is AFFIRMED and his appeal is dismissed.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 2/17)

ROA-0246

For Clerk of Court Office Use Only

This judgment was entered on **September 27, 2017**, and a copy mailed first class or placed in the appropriate attorney's box on **September 27, 2017**, to attorneys of record or to parties (when appearing pro se) as follows:

Rose Mary Parham PO Box 1514 Florence, SC 29503

Martin S. Driggers Jr. Pee Dee Regional Office 115 Cargill Way, Ste. B Hartsville, SC 29550

Richard Edward McLawhorn Jr. 1515 Lady Street Columbia, SC 29201

Karl Smith Bowers Jr. PO Box 50549 Columbia, SC 29250

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Wanda C. Miles

Court Reporter

Wanda C. Miles - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

2017 SEP 27 PM 1:05
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Exhibit J

ROA-0248

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

A.O. Smith Corporation, Appellant,

v.

South Carolina Department of Health and Environmental
Control and Town of McBee, Respondents.

Appellate Case No. 2016-002108

Appeal From The Administrative Law Court
Shirley C. Robinson, Administrative Law Judge

Opinion No. 5682
Heard March 14, 2019 – Filed August 28, 2019

AFFIRMED

W. Thomas Lavender, Jr. and Joan Wash Hartley, both of
Nexsen Pruet, LLC, of Columbia, for Appellant.

Martin S. Driggers, Jr., of Sweeny Wingate & Barrow,
PA, of Hartsville; Richard Edward McLawhorn, Jr., of
Sweeny Wingate & Barrow, PA, of Columbia; Kathryn
Susan Mansfield, of Womble Bond Dickinson (US) LLP,
of Charleston; and Matthew Todd Carroll and Belton
Townsend Zeigler, both of Womble Bond Dickinson
(US) LLP, of Columbia, all for Respondent Town of
McBee.

Stephen Philip Hightower, of Columbia, for Respondent
South Carolina Department of Health and Environmental
Control.

KONDUROS, J.: A.O. Smith Corporation appeals the dismissal of its contested case regarding the Town of McBee's (the Town) operation of the Town's wells, arguing the administrative law court (ALC) erred in finding final approvals are not staff decisions subject to appeal under section 44-1-60 of the South Carolina Code (2018 & Supp. 2018) because the South Carolina Department of Health and Environmental Control (DHEC) had a legal duty to issue the final approvals and the applicable regulation does not provide for conditional approvals. We affirm.

FACTS

A.O. Smith owns a water heater and boiler manufacturing facility in Chesterfield County outside of the Town's city limits. According to the facility's Director of Operations, Jeff Barron, the facility needs an adequate and dependable water supply to operate. In addition to the water used in the manufacturing and testing process, the facility's insurance carrier requires a minimum instant flow of water for its fire protection system. In 1979, the Town and A.O. Smith agreed the Town would provide A.O. Smith with "a reasonable supply of water."¹ A.O. Smith comprises about sixty percent of the Town's water revenue.

The Town's water system is made up of two wells (Well No. 1 and Well No. 2). From 1995 to 1999, the Town's water system received three consecutive "unsatisfactory" ratings results from DHEC sanitary surveys "due to a lack of quantity to meet the system's customers' needs, wellhead security issues[,] and distribution system shortcomings." In 1999, the Town and Alligator Rural Water & Sewer Company, Inc. (Alligator Water) entered into a forty-year agreement for Alligator Water to supply the Town's water. The Town stopped operating both of its wells at that time. According to the Town's engineer, Alligator Water took over operation of the Town's entire water system and had DHEC transfer the Town's operating permits to it. DHEC discontinued the Town's operational permit for its supply wells and entire water system and transferred them to Alligator Water.

The Town received a \$4.5 million loan in 2005 from the United States Department of Agriculture. According to the Town's mayor, John Campolong, the Town used

¹ They also agreed the Town would not annex into the Town limits prior to October 1, 2009, A.O. Smith's real property on which its facility is located and the Town's fire prevention and rescue services would respond to the facility when needed.

the loan to refurbish its water system. Campolong also indicated the Town became aware of information that led it to believe Alligator's financial situation was precarious and decided it no longer wished Alligator Water to be its sole source of water. Alligator Water placed the Town's Well No. 1 offline in 2009 due to contaminants in routine water sampling.

On December 7, 2010, the Town submitted a Preliminary Engineering Report (PER) to DHEC. Alligator Water received a copy of a draft operating permit for the Town and contacted DHEC "to offer several comments," including that its agreement with the Town is "for the operation and maintenance of the system" and if the Town terminates the agreement, "Alligator [Water] will no longer be obligated to supply potable water to the Town." On June 13, 2011, DHEC Staff approved the Town's PER. On June 14, 2011, DHEC Staff issued a public water operating permit to the Town. On January 10, 2012, the Town submitted an application to DHEC to modify Well No. 2. On November 13, 2012, DHEC issued the Town a permit for modifications to Well No. 2.

According to Campolong, in the summer of 2013, the Town received a letter from Alligator Water that it was increasing the water wholesale rate by 56%.

In a letter dated October 10, 2013, the Town informed A.O. Smith "the Town . . . has over the period of [three] years embarked on an evaluation of the existing water supply system currently owned by the Town . . . , as well as other sources of water for the Town's customers. These facilities were in operation until just a couple of years ago." The letter further provided:

Throughout the review process and the permitting required to place the existing water supply system back into operation, the Town . . . has worked closely with . . . DHEC. [DHEC has] been aware of the study that was performed on the water system and our efforts to provide a safe, reliable water source for our customers. We have received all of the necessary permits for the new construction and modifications to the existing wells and are working together on a daily basis with . . . DHEC in moving forward to place the system back into operation. The water supply system will meet all of the requirements of . . . DHEC from a water quality and redundancy standpoint.

On October 16, 2013, the Town increased the rate it charged customers by 25%. The Town informed Alligator Water it would not pay the increased wholesale rate to Alligator Water until Alligator Water supplied it with certain financial data.

On December 20, 2013, the Town submitted an application to DHEC for the construction of two granulated activated carbon contactors and associated appurtenances to be connected to Well No. 1 and Well No. 2. On June 30, 2014, DHEC issued the Town a permit for the construction of the contactors for Well No. 1 and Well No. 2.

In 2014, according to Barron, A.O. Smith upgraded its fire protection system and began discussing water service with Alligator Water because A.O. Smith's engineer determined "the Town's water storage capacity was not sufficient to support the upgraded system." In May 2015, Alligator Water began construction of a water line to connect to the A.O. Smith facility.

In a meeting on September 3, 2015, A.O. Smith raised concerns to the Town about fire protection and future water supply. According to the Town's engineer, this was the first time A.O. Smith raised those concerns to the Town. A.O. Smith also raised concerns about the Town's ability to meet the facility's fire flow requirements with its two wells as well as other concerns about contaminants in the water.

On January 12, 2016, after receiving a letter of certification from Joseph McGougan, P.E, DHEC issued the Town two Final Approvals to Place into Operation (Final Approvals)—one in accordance with the 2012 permit and the other in accordance with the 2014 permit. Both Final Approvals stated under the heading "SPECIAL CONDITIONS," "This Final Approval to Operate is being conditionally approved. The Department has concerns about the water system's capacity if only Well No. 1 and Well No. 2 are the sole sources for water supply." The Final Approvals also stated, "The Department recommends that the Town . . . investigate this capacity issue to demonstrate that sufficient capacity exists before utilizing Well No. []1 and Well No. 2 as the primary supply for water."

On January 27, 2016, A.O. Smith requested a final review by the DHEC Board of the Final Approvals. On February 17, 2016, DHEC sent a letter to A.O. Smith's counsel regarding the Final Approvals, stating "[t]he [DHEC Board] will not conduct a Final Review Conference on the above-referenced matter." The letter further provided the following contested case guidance:

Section 44-1-60 provides that if the Board declines in writing to schedule a final review conference, the staff decision becomes the final agency decision, and an applicant, permittee, licensee, or affected person may request a contested case hearing before the [ALC] within thirty calendar days after notice is mailed to the applicant, permittee, licensee, and affected person that the Board declined to hold a final review conference.

On March 15, 2016, A.O. Smith filed with the ALC a request for a contested case hearing for review of the Final Approvals. The Town filed a motion to dismiss, arguing the ALC lacked jurisdiction because the request was untimely as DHEC issued the permits in question in 2011, 2012, and 2014 and A.O. Smith made no request for final review of those permits.²

The ALC conducted a hearing on the motion to dismiss³ on April 28, 2016. The ALC asked A.O. Smith if it "knew the construction was ongoing, why did [it] wait until it was completed?" A.O. Smith responded it did not "believe [it] had sufficient information on whether or not these two wells [could] supply th[e] adequate capacity until they were completed and [it had] seen the records." According to an affidavit sworn by Barron on April 5, 2016, the Town's water service to A.O. Smith had in recent months become "interrupted and inadequate."

On May 5, 2016, the ALC granted the motion to dismiss. Following a motion for reconsideration filed by the A.O. Smith, the ALC vacated the order. Thereafter, the ALC issued a new order granting the motion to dismiss.⁴ The ALC found A.O. Smith did not

submit comments voicing concerns about the [2012 and 2014] permits nor did [A.O. Smith] file requests for final review, therefore the staff decisions were final fifteen days after they were mailed. [A.O. Smith] notes [DHEC] was not obligated by the regulations to issue any public

² The Town also filed a motion for relief from stay, asserting A.O. Smith's filing of the request for a contested case hearing arguably automatically stayed operation of the Final Approvals. A.O. Smith filed a response in opposition to the motion.

³ The hearing also concerned the motion for relief from the stay.

⁴ The ALC noted because its decision to dismiss the contested case rendered the Town's motion for relief from stay moot, it would not address that motion.

notice for the construction permits at issue, implying that because of this, [A.O. Smith]'s failure to comment on the construction permits should not preclude its challenge of the final approvals. While the court recognizes that public notice was not required for the permits, [A.O. Smith] had notice and the opportunity to make comments or request notification as an affected person pursuant to section 44-1-60(E) [of the South Carolina Code] and to challenge those decisions to the Board. To allow [A.O. Smith]'s untimely challenge would not only conflict with the plain language of the statute, but would also defeat the public policy purpose of finality through resolution of conflicts regarding construction projects while in the initial stages, and not after substantial investments and construction has already taken place.

(footnote omitted). The ALC noted A.O. Smith "had actual knowledge of [the Town]'s plans to operate its own water supply system, at the latest, on October 10, 2013[,] when [the Town] sent a letter to [A.O. Smith], detailing its plans and encouraging comments or questions." The ALC also disagreed with A.O. Smith's contention that because DHEC included "special conditions" in the Final Approvals, they were initial decisions. The ALC found, "The special conditions simply reiterate the requirements of the State Primary Drinking Water regulations, and the vast majority of the special conditions in the [F]inal [A]pprovals are the same special conditions included in the Public Water System Operating Permit issued in June of 2011." This appeal followed.

STANDARD OF REVIEW

"The ALC presides over all hearings of contested DHEC permitting cases and, in such cases, serves as the fact-finder and is not restricted by the findings of the administrative agency." *Bailey v. S.C. Dep't of Health & Env'tl. Control*, 388 S.C. 1, 4, 693 S.E.2d 426, 428 (Ct. App. 2010). "[T]he ALC is authorized to make a final determination—after a final agency decision and subject to judicial review—as to whether an administrative agency should have granted or denied a particular permit." *Engaging & Guarding Laurens Cty.'s Env't (EAGLE) v. S.C. Dep't of Health & Env'tl. Control*, 407 S.C. 334, 344, 755 S.E.2d 444, 449 (2014). When reviewing a decision of the ALC in such cases, this court's standard of review is governed by section 1-23-610 of the South Carolina Code. *Bailey*, 388 S.C. at 4-5, 693 S.E.2d at 428. The relevant portion of section 1-23-610 provides:

The review of the [ALC]'s order must be confined to the record. The court may not substitute its judgment for the judgment of the [ALC] as to the weight of the evidence on questions of fact. The court of appeals may affirm the decision or remand the case for further proceedings; or, it may reverse or modify the decision if the substantive rights of the petitioner have been prejudiced because the finding, conclusion, or decision is:

- (a) in violation of constitutional or statutory provisions;
- (b) in excess of the statutory authority of the agency;
- (c) made upon unlawful procedure;
- (d) affected by other error of law;
- (e) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
- (f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

S.C. Code Ann. § 1-23-610(B) (Supp. 2018).

"A reviewing court may reverse or modify an administrative decision if the findings of fact are not supported by substantial evidence." *Risher v. S.C. Dep't of Health & Env'tl. Control*, 393 S.C. 198, 210, 712 S.E.2d 428, 434 (2011). "When the evidence conflicts on an issue, the court's substantial evidence standard of review defers to the findings of the fact-finder." *Be Mi, Inc. v. S.C. Dep't of Revenue*, 408 S.C. 290, 297, 758 S.E.2d 737, 740 (Ct. App. 2014). "In determining whether the ALC's decision was supported by substantial evidence, this court need only find that, upon looking at the entire record on appeal, there is evidence from which reasonable minds could reach the same conclusion that the ALC reached." *Engaging & Guarding Laurens Cty.'s Env't (EAGLE)*, 407 S.C. at 342, 755 S.E.2d at 448. "[W]e may not substitute our judgment for that of the [ALC] as to the weight of the evidence on questions of fact unless the [ALC's] findings are clearly erroneous in view of the reliable, probative and substantial evidence in the whole record." *Bailey*, 388 S.C. at 5, 693 S.E.2d at 429 (alterations

by court) (quoting *Comm'rs of Pub. Works v. S.C. Dep't of Health & Envtl. Control*, 372 S.C. 351, 358, 641 S.E.2d 763, 766-67 (Ct. App. 2007)).

"Substantial evidence is 'evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion that the administrative agency reached.'" *Se. Res. Recovery, Inc. v. S.C. Dep't of Health & Envtl. Control*, 358 S.C. 402, 407, 595 S.E.2d 468, 470 (2004) (quoting *Lark v. Bi-Lo*, 276 S.C. 130, 135, 276 S.E.2d 304, 306 (1981)). "Substantial evidence . . . is more than a mere scintilla of evidence." *Original Blue Ribbon Taxi Corp. v. S.C. Dep't of Motor Vehicles*, 380 S.C. 600, 605, 670 S.E.2d 674, 676 (Ct. App. 2008). "Substantial evidence is not . . . the evidence viewed blindly from one side of the case, but is evidence that, considering the record as a whole, would allow reasonable minds to reach the conclusion the [ALC] reached in order to justify its action." *Fragosa v. Kade Constr., LLC*, 407 S.C. 424, 428, 755 S.E.2d 462, 465 (Ct. App. 2013) (quoting *Taylor v. S.C. Dep't of Motor Vehicles*, 368 S.C. 33, 36, 627 S.E.2d 751, 752 (Ct. App. 2006)).

LAW/ANALYSIS

I. Timeliness

A.O. Smith argues the ALC erred in finding the Final Approvals are not staff decisions subject to appeal under section 44-1-60 of the South Carolina Code (2018 & Supp. 2018) because DHEC had a legal duty to issue the Final Approvals. It asserts the ALC was incorrect to narrowly interpret "initial decisions" to not include the Final Approvals because it is contrary to section 44-1-60 and the Administrative Procedures Act (APA) definitions of DHEC decisions subject to a contested case. It maintains section 44-1-60(A) includes licenses and sections 1-23-310(4) and -505(4) of the South Carolina Code (2005 & Supp. 2018) define license as a "similar form of permission required by law," which it asserts the Final Approvals unquestionably are. We disagree.

"The General Assembly has the authority to limit the subject matter jurisdiction of a court it has created; therefore, it can prescribe the parameters of the ALC's powers." *Amisub of S.C., Inc. v. S.C. Dep't of Health & Envtl. Control*, 403 S.C. 576, 585, 743 S.E.2d 786, 791 (2013). "By statute, the General Assembly has authorized the ALC to preside over 'contested case' proceedings." *Id.* (noting section 44-1-60(F)(2) "allows applicants, permittees, licensees, or affected persons to file a request for a contested case hearing with the ALC in accordance with the APA after receiving a written decision from DHEC"). "[I]n environmental

permitting cases, the AL[C] presides as the finder of fact." *Brown v. S.C. Dep't of Health & Env'tl. Control*, 348 S.C. 507, 520, 560 S.E.2d 410, 417 (2002).

"Questions of statutory interpretation are questions of law, which this [c]ourt is free to decide without any deference to the tribunal below." *Duke Energy Corp. v. S.C. Dep't of Revenue*, 415 S.C. 351, 355, 782 S.E.2d 590, 592 (2016). "The cardinal rule of statutory interpretation is to ascertain and effectuate the intention of the legislature." *Centex Int'l, Inc. v. S.C. Dep't of Revenue*, 406 S.C. 132, 139, 750 S.E.2d 65, 69 (2013) (quoting *Sloan v. Hardee*, 371 S.C. 495, 498, 640 S.E.2d 457, 459 (2007)). "A statutory provision should be given a reasonable and practical construction consistent with the purpose and policy expressed in the statute." *Lockwood Greene Eng'rs, Inc. v. S.C. Tax Comm'n*, 293 S.C. 447, 449, 361 S.E.2d 346, 347 (Ct. App. 1987). "[W]e must follow the plain and unambiguous language in a statute and have 'no right to impose another meaning.'" *Grier v. AMISUB of S.C., Inc.*, 397 S.C. 532, 535-36, 725 S.E.2d 693, 695 (2012) (quoting *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000)).

Whe[n] the terms of the statute are clear, the court must apply those terms according to their literal meaning. An appellate court cannot construe a statute without regard to its plain meaning and may not resort to a forced interpretation in an attempt to expand or limit the scope of a statute.

Brown, 348 S.C. at 515, 560 S.E.2d at 414 (citation omitted).

"[W]ords in a statute must be construed in context,' and 'the meaning of particular terms in a statute may be ascertained by reference to words associated with them in the statute.'" *Eagle Container Co. v. Cty. of Newberry*, 379 S.C. 564, 570, 666 S.E.2d 892, 895-96 (2008) (alteration by court) (quoting *S. Mut. Church Ins. Co. v. S.C. Windstorm & Hail Underwriting Ass'n*, 306 S.C. 339, 342, 412 S.E.2d 377, 379 (1991)). "The language must also be read in a sense [that] harmonizes with its subject matter and accords with its general purpose." *Id.* at 570, 666 S.E.2d at 896 (quoting *Hitachi Data Sys. Corp. v. Leatherman*, 309 S.C. 174, 178, 420 S.E.2d 843, 846 (1992)). "[T]he statute must be read as a whole and sections [that] are part of the same general statutory law must be construed together and each one given effect." *CFRE, LLC v. Greenville Cty. Assessor*, 395 S.C. 67, 74, 716 S.E.2d 877, 881 (2011) (quoting *S.C. State Ports Auth. v. Jasper Cty.*, 368 S.C. 388, 398, 629 S.E.2d 624, 629 (2006)).

"The construction of a statute by the agency charged with its administration will be accorded the most respectful consideration and will not be overruled absent compelling reasons." *Brown*, 348 S.C. at 515, 560 S.E.2d at 414 (brackets omitted) (quoting *Dunton v. S.C. Bd. of Exam'rs in Optometry*, 291 S.C. 221, 223, 353 S.E.2d 132, 133 (1987)). "While the [c]ourt typically defers to the Board's construction of its own regulation, whe[n] . . . the plain language of the regulation is contrary to the Board's interpretation, the [c]ourt will reject its interpretation." *Id.* at 515, 560 S.E.2d at 415. Section 44-1-60 provides:

(A) All department decisions involving the issuance, denial, renewal, suspension, or revocation of permits, licenses, or other actions of the department which may give rise to a contested case . . . must be made using the procedures set forth in this section. . . .

. . . .

(C) The initial decision involving the issuance, denial, renewal, suspension, or revocation of permits, licenses, or other action of the department shall be a staff decision.

"In relevant part, [section] 44-1-60(E) provides that '[n]otice of the department decision must be sent to the applicant, permittee, licensee, and affected persons who have asked to be notified by certified mail, return receipt requested.'" *S.C. Coastal Conservation League v. S.C. Dep't of Health & Env'tl. Control*, 390 S.C. 418, 427, 702 S.E.2d 246, 251 (2010) (last alteration by court).

Section 44-1-60(E) sets forth the procedure for appealing from a staff decision and provides which parties DHEC is required to notify by certified mail of the decision. . . . [Section] 44-1-60(E) places an affirmative duty on DHEC to send simultaneous notification of appealable staff decisions to the applicant, permittee, licensee, and affected persons who have asked to be notified by certified mail

Id. at 430, 702 S.E.2d at 253.

"'Contested case' means a proceeding including, but not restricted to, ratemaking, price fixing, and licensing, in which the legal rights, duties, or privileges of a party

are required by law to be determined by an agency after an opportunity for hearing" § 1-23-310(3). "'License' includes the whole or part of any agency permit, franchise, certificate, approval, registration, charter, or similar form of permission required by law, but it does not include a license required solely for revenue purposes" § 1-23-310(4).

DHEC has promulgated the State Primary Drinking Water Regulations⁵ pursuant to sections 44-55-10 to -120 of the South Carolina Code (2018) "to maintain reasonable standards of purity of the drinking water of the State consistent with the public health, safety, and welfare of its citizens." S.C. Code Ann. Regs. 61-58(A). The portion of those regulations regarding "Construction and Operation Permits" specifies the procedure for the "Request for Review of Permit Decisions":

1. An *applicant* may request that the director of [DHEC]'s water supply permitting division review any construction or operating permit decision within 15 (fifteen) days of receipt of the decision. The request shall be in writing and include a detailed justification of the reasons for the review.
2. The director shall respond in writing to the request within 15 (fifteen) days of receipt of the written request. This response may include, but not be limited to, a request for additional information, scheduling of a meeting to discuss the permit decision, or the issuance of a final permit decision.
3. The *applicant* may appeal the director's final decision on the permit in accordance with [Regulation 61-58(C) of the South Carolina Code].

S.C. Code Ann. Regs. 61-58.1(N) (emphases added).

A.O. Smith has consistently noted "[t]he Primary Drinking Water Regulations do not require public notice for a water supply construction permit." The ALC found A.O. Smith implied because no notice was required for the permits, it should be able to challenge the Final Approvals. The ALC determined, "While the court recognizes that public notice was not required for the permits, [A.O. Smith] had notice and the opportunity to make comments or request notification as an affected person pursuant to section 44-1-60(E) and to challenge those decisions to the

⁵ S.C. Code Ann. Regs. 61-58 to 61-58.17 (2011 & Supp. 2018).

Board." We disagree with A.O. Smith's argument that because it is actually challenging the final approval and not the permits, its challenge is timely. The statute specifically provides contested cases are for initial decisions. For a Final Approval to be an initial decision would be contrary to the ordinary meaning of the words. Because A.O. Smith did not file a request for a contested case hearing after the issuance of the permits in the time required, the ALC did not err in finding A.O. Smith's motion for a contested hearing untimely.

II. Conditional Approvals

A.O. Smith asserts the ALC erred because even if Final Approvals are generally not staff decisions subject to appeal under section 44-1-60, the applicable regulation—Regulation 61-58.1(K) of the South Carolina Code—does not provide for conditional approvals, in contrast to other DHEC regulations that do, and that makes the Final Approvals here subject to appeal. We disagree.

"Interpreting and applying statutes and regulations administered by an agency is a two-step process. First, a court must determine whether the language of a statute or regulation directly speaks to the issue. If so, the court must utilize the clear meaning of the statute or regulation." *Kiawah Dev. Partners, II v. S.C. Dep't of Health & Env'tl. Control*, 411 S.C. 16, 32, 766 S.E.2d 707, 717 (2014). "If the statute or regulation 'is silent or ambiguous with respect to the specific issue,' the court then must give deference to the agency's interpretation of the statute or regulation, assuming the interpretation is worthy of deference." *Id.* at 33, 766 S.E.2d at 717 (quoting *Chevron, U.S.A., Inc. v. Nat. Res. Def. Council, Inc.*, 467 U.S. 837, 843 (1984)).

In the State Primary Drinking Water Regulations, one subsection in the "Construction and Operation Permits" section, entitled "Requirements for Construction Permits," provides, "Before *the construction, expansion[,] or modification* of any public water system, application for a permit to construct shall be made to, and a permit to construct obtained from, [DHEC]." S.C. Code Ann. Regs. 61-58.1(B)(1) (emphasis added). However, another part of that subsection specifies, "Before a permit to construct can be issued for a *new public water system*, the applicant shall demonstrate to the satisfaction of [DHEC] that the *new system* will be a 'viable water system' as defined in [Regulation 61-58(B) of the South Carolina Code]." S.C. Code Ann. Regs. 61-58.1(B)(4) (emphases added).

Another subsection of that regulation, entitled "Requirements for Obtaining Approval to Place Permitted Construction into Operation," states:

Newly-constructed facilities shall not be placed into operation until written approval is issued by [DHEC], except where it is allowed by a general construction permit. Upon completion of permitted construction, the professional engineer shall make arrangements with [DHEC] for final inspection. Prior to this inspection, the professional engineer shall submit to [DHEC] a letter certifying that construction is complete and in accordance with the approved plans and specifications.

S.C. Code Ann. Regs. 61-58.1(K)(1) (emphasis added).

One part of the section entitled "Groundwater Sources and Treatment" provides:

This regulation applies to *all new construction and all expansions or modifications of existing public water systems*. If [DHEC] can reasonably demonstrate that safe delivery of potable water to the public is jeopardized, a system may have to upgrade its existing facilities in order for an expansion or modification to meet the requirements of this regulation. This regulation prescribes minimum design standards for the construction of groundwater sources and treatment facilities.

S.C. Code Ann. Regs. 61-58.2(A) (emphases added).

That section also provides:

The total developed groundwater source capacity shall equal or exceed the design maximum day demand without pumping more than sixteen (16) hours a day. With the largest producing well out of service, the capacity of the remaining well(s) pumping twenty-four (24) hours a day shall equal or exceed the design maximum daily demand, except those systems requiring only one well. The capacity from an additional source (Surface Water Plant or Master Meter) will be included in the quantity analysis. However, emergency and

stand[]by wells will not be included in the quantity analysis.

S.C. Code Ann. Regs. 61-58.2(B)(1)(b).

Additionally, the portion of the regulations concerning operation and maintenance for all public water systems specifies:

The capacity of a public water system which uses groundwater as its only drinking water source, shall be based on all operable wells pumping 16 hours a day or all operable wells minus the largest well pumping 24 hours a day, which[]ever is less. If the system has an additional source (surface water plant or metered connection from another public water system), the additional capacity from that source shall be used in determining the total capacity of the system. If the capacity of the system is exceeded on a consistent basis during the peak water use months, the system shall submit a preliminary engineering report to [DHEC] within ninety (90) days addressing in detail any upgrade necessary to keep up with any growth in demand on the system. Construction plans and specifications for a new well may be submitted in lieu of the preliminary engineering report. In addition, [DHEC] *may* elect not to issue any construction permits for new water line construction until the capacity of the system is increased.

S.C. Code Ann. Regs. 61-58.7(D)(12) (emphasis added).

As DHEC points out, Regulation 61-58.1(K) does not address whether a Final Approval can include conditions. DHEC asserts it interprets this as allowing conditional approvals. Because DHEC is the agency charged with this regulation, we defer to its interpretation. *See Kiawah Dev. Partners, II*, 411 S.C. at 33, 766 S.E.2d at 717 ("If the statute or regulation 'is silent or ambiguous with respect to the specific issue,' the court then must give deference to the agency's interpretation of the statute or regulation, assuming the interpretation is worthy of deference." (quoting *Chevron, U.S.A., Inc.*, 467 U.S. at 843)). Further, if DHEC determines the Town is not complying with the Safe Drinking Water Act, DHEC can pursue an enforcement action. *See Amisub of S.C., Inc.*, 403 S.C. at 595, 743 S.E.2d at

796-97 (finding "[i]f DHEC had determined that [a company] was in violation of any applicable provision, it was entitled to pursue an enforcement action. DHEC, however, never found that [the company or its parent company] was in violation of any procedures."). Because DHEC was simply restating the applicable regulation and because the regulation is silent, the conditions in the Final Approvals did not render it an initial decision.

CONCLUSION

Because A.O. Smith did not timely challenge the permits and the conditions in the Final Approvals did not make them initial decisions, the ALC's dismissal of A.O. Smith's request for a contested case is

AFFIRMED.

HUFF and WILLIAMS, JJ., concur.

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Town of McBee, Appellant,

v.

Alligator Rural Water & Sewer Company, Inc., Alligator
Rural Water Company, Inc., Respondent.

and A.O. Smith Corporation, Intervenor-Defendant,

of Whom Alligator Rural Water & Sewer Company, Inc.
and Alligator Rural Water Company Inc. are the
Respondents.

Appellate Case No. 2016-001604

Appeal From Chesterfield County
Roger E. Henderson, Circuit Court Judge

Unpublished Opinion No. 2019-UP-176
Heard March 14, 2019 – Filed May 15, 2019

**AFFIRMED IN PART, REVERSED IN PART, AND
REMANDED**

Martin S. Driggers, Jr., of Driggers & Moyd, of
Hartsville; John Thomas Lay, Jr., of Gallivan, White &
Boyd, PA, of Columbia; Richard Edward McLawhorn, Jr.,
of Sweeny Wingate & Barrow, PA, of Columbia;

Kathryn Susan Mansfield, of Womble Bond Dickinson (US) LLP, of Charleston; and Belton Townsend Zeigler and Matthew Todd Carroll, both of Womble Bond Dickinson (US) LLP, of Columbia, for Appellant.

William O. Spencer, Jr., of Spencer Law Firm, of Chesterfield, for Respondent.

PER CURIAM: The Town of McBee (the Town) appeals the grant of a temporary injunction in favor of Alligator Rural Water and Sewer Company, Inc. (Alligator) preventing the Town from directly providing water service to customers pending the litigation of the underlying declaratory judgment action between the parties. The Town also maintains the circuit court erred in not requiring Alligator to post a bond pursuant to Rule 65(c), SCRCF. We affirm in part, reverse in part, and remand.

1. The circuit court did not err in granting Alligator's request for an injunction. We find the circuit court did not abuse its discretion in concluding Alligator made a prima facie showing of entitlement to relief under the circumstances of this case, particularly when the injunction resulted in the preservation of the status quo pending resolution of the underlying litigation. *See Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006) ("An order granting or denying an injunction is reviewed for abuse of discretion."); *id.* ("An abuse of discretion occurs when the trial court's decision is unsupported by the evidence or controlled by an error of law."); *Compton v. S.C. Dep't of Corr.*, 392 S.C. 361, 365-67, 709 S.E.2d 639, 642 (2011) ("The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it."); *id.* ("[T]he applicant must establish three elements to receive this relief: (1) he will suffer immediate, irreparable harm without the injunction; (2) he has a likelihood of success on the merits; and (3) he has no adequate remedy at law."); *id.* ("In evaluating whether a plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the plaintiff has made a sufficient prima facie showing of entitlement to relief.").

2. The circuit court erred in not requiring Alligator to post an injunction bond. The plain language of Rule 65(c) excepts the State, its agencies, and its officers

from posting a bond, but this does not include not-for-profit corporations like Alligator.¹

Not-for-profit corporations are treated as quasi-state entities in some situations.² However, the rationale for excusing the State from the bond requirement is not equally applicable to an entity like Alligator. *See* § 2954 *Requirement of Security for the Issuance of a Preliminary Injunction or Temporary Restraining Order*, 11A Fed. Prac. & Proc. Civ. § 2954 (3d ed.) (considering the comparable exemption for the United States under federal law and noting "[a]lthough the government later may be liable for the [damages from a wrongful injunction], security is unnecessary because there is no substantial risk that the United States will be financially unable to indemnify the enjoined party for any of the costs it is legally obligated to pay"). The State, like the United States, is expected to maintain financial stability, but the same cannot be said for a not-for-profit corporation like

¹ Section 33-36-10 of the South Carolina Code (2006) provides a "'corporation not-for-profit' means a corporation [that], upon its original organization, is financed in whole or in part by a loan made under the provisions of the Consolidated Farmers Home Administration Act of 1961, as amended by the Food and Agriculture Act of 1962, and acts amending it, and by the State Revolving Fund for Water or Sewer."

² The Legislative Findings contained in the preamble to section 33-36-10 indicate

Corporations not-for-profit exist for a public purpose, and the General Assembly declares that corporations not-for-profit must be treated like special purpose districts for purposes of Chapter 78 of Title 15 [the Tort Claims Act], Chapter 56 of Title 12 [governing issuance of permanent license plates], and [s]ections 56-3-780 and 58-31-30(23) of the 1976 Code. Corporations not-for-profit may participate, under the same conditions as afforded special purpose districts, in the State Retirement System, the State Health Insurance System, state purchasing programs, and [s]ections 1-11-140 and 1-11-141 of the 1976 Code.

2000 South Carolina Laws Act 404 (H.B. 3358), Section 1.B.

Alligator. Furthermore, because an injunction bond requires only a percentage of the total amount of damages, posting such bond should generally not interfere with a not-for-profit corporation's ability to continue rendering necessary services to its customers. Therefore, we reverse the circuit court's finding regarding bond and remand for the circuit court to set bond in accordance with Rule 65(c), SCRCP.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

HUFF, WILLIAMS, and KONDUROS, JJ., concur.

Exhibit K

STATE OF SOUTH CAROLINA	)	
COUNTY OF CHESTERFIELD	)	AFFIDAVIT OF
	)	JOEY OLIVER
Town of McBee, South Carolina	)	OWNER AND PRINCIPAL,
_____	)	OLIVER ENVIRONMENTAL SERVICES

Personally appeared before me the undersigned, Joey Oliver, who being duly sworn deposes and states as follows:

1. I am Joey Oliver, Owner and Principal of Oliver Environmental Services, of Ruby, South Carolina.
2. I provide consulting, operating and maintenance services to the Town of McBee's (the "Town") water system. We use outside contractors for larger jobs.
3. I have had this role with the Town for five years and have been DHEC operator of the system since 2012.
4. I currently hold five Class A water and wastewater certifications from the South Carolina Department of Health and Environmental Services (DHEC). I operate water systems on a contractual basis for multiple towns and industrial facilities in the Pee Dee region of South Carolina. I have been in the water and wastewater business for 34 years and am former lead operator of the water and wastewater systems for the DuPont May Plant in Camden, South Carolina.
5. I have firsthand knowledge of the matters discussed in this affidavit.
6. The purpose of my affidavit is to respond to the concerns raised by the Town's largest and most valued customer, A.O. Smith. The first I learned of these concerns was after a meeting between the Town's attorneys and those representing A.O. Smith, which took place on September 3, 2015. These concerns have never been communicated to me or

other members of the team that operates that Town's system before now. This is the first opportunity I have had to respond to them.

7. At the September 3rd meeting, A.O. Smith told our lawyers that they believe that the Town's system has suffered multiple instances of insufficient pressure due to leaks on the system or other operational issues that are the result of the Town failing to maintain its system or operate its reliably. This is not true.
8. The Town has an exceptionally strong distribution system. I understand that in 2002, the Town spent more than \$10,000 per customer to make upgrades to distribution lines and water main lines. It did so using a \$4.5 million grant/loan package from USDA. DHEC officials have told me on more than one occasion that McBee has one of the best small town water systems in the state. As operator of the system, I have found it to be a highly reliable and efficient system.
9. There have only been two water main breaks on the system during the three years I have overseen it. One break occurred in 2015 when a car hit a hydrant. That break was restored without incident. The other was a break that occurred on June 18, 2015 on the Third Avenue 4" line. Apparently, this break was a major point of discussion in the September 3, 2015 meeting, and A.O. Smith has been led to believe that this break caused serious problems on the system and that the Town mishandled the repairs. That is completely untrue.

The Third Avenue Line Break

10. On Thursday, June 18, 2015, I responded to a report of a line break on Third Avenue. The break occurred in a sparsely populated area at the end of our system.

11. When I arrived on site at approximately 5:00 pm, Mr. Glenn Odom, executive director of Alligator Rural Water and Sewer Company ("Alligator") was present taking pictures of the leak site.
12. The break was in a relatively new 4" plastic pipe. We excavated the break and found that a shaft-like object had punched a circular hole of approximately 3/4-inch diameter in the pipe. The hole would be consistent with the hole that would be made if a probe was jammed into the line from above. The force of the blow also crushed the pipe, causing a split that ran along its length for approximately 24".
13. How the break occurred is a mystery. There was no construction or other activity in the area that would explain this happening. The pipe was otherwise in good condition.
14. Alligator was the operator of the Town's system when the Third Avenue Line was installed. The as-built plans which show the location of the cut off valves for this section of pipe are still in Alligator's possession.
15. We used metal detectors to attempt to locate the valve, but were unsuccessful. Alligator's operating personnel told me and our contractors that Mr. Odom told them earlier that day that they would be fired if they helped the Town respond to the break. Mr. Odom drove up to observe our repair efforts repeatedly during this time, but did not assist.
16. The Town's primary maintenance contractor, C&S Construction, was on another assignment that day and was not available to respond to the leak. We called in a back-up contractor, Anderson Construction. Because of the length of the break (24"), it would require slip couplings to repair it. Anderson Construction did not have the right sized slip

couplings. We asked Alligator to assist us by supplying couplings from Alligator's spare parts inventory. Alligator refused.

17. It was now well after business hours. We checked with other local water systems but no one had the necessary parts.
18. As a temporary measure, we fashioned a split-sleeve out of a length of 4" pipe and installed it over the break. This reduced the rate of flow considerably.
19. Before the temporary repair, the amount of water leaking was less than 200 gallons per minute (gpm). The temporary repair reduced the rate to less than 100 gpm.
20. Ordinary hydrant flushing results in a flow rate of over 800 gpm.
21. A leak of this rate would not be expected to cause issues except potentially for customers downstream on the line. This leak caused no issues related to overall system pressure.
22. In any case, I kept personnel at the site all night to ensure the situation remained under control. In the morning, when the supply stores opened, we got the properly sized slip couplings and fixed the pipe immediately.
23. Mr. Odom continued to visit the site to monitor the progress of our repairs. In the morning, when it became apparent that we had the materials needed to complete the repairs, Alligator personnel appeared with the required slip joint from their inventory and copies of the as-built plans of the system showing values not listed on our plans. They told us that Mr. Odom had authorized them to assist us. They then showed us the as-built drawings of the system that included the location of cutoff valves not shown on our plan documents.
24. The Town now stocks its own inventory of sleeves and couplings for all common pipe sizes.

25. Attached as Exhibit A to this affidavit are true and accurate copies of photographs I took of the leak at the time. Note the circular stream of water consistent with the circular hole in the pipe.

26. I have been in the water utility business for 34 years. As indicated above, in my judgment, the leak was discharging no more than 200 gpm before the temporary sleeve was installed, and no more than 100 gpm after it was installed. This was a very minor leak. It could not have caused issues for A.O. Smith or other customers not located downstream of the leak.

Loss of Service to A.O. Smith

27. On Friday, once the Third Avenue break was fixed, we opened hydrants to flush out any sand that may have gotten in the Third Avenue line during repairs. The Town flushes its hydrants quarterly. There is nothing unusual about such flushing. The system is designed for that.

28. While the flushing was underway, I received a call from the Town clerk. She said that A.O. Smith reported that it was without water. That made no sense. The Town's system was fully pressurized. Water was flushing out of the hydrants on the far end of the system just fine.

29. I had my field technician immediately put a valve on the hydrant at Third Avenue and take a picture to record the reading. That photograph is attached as part of Exhibit A.

30. The pressure at the Third Street hydrant was 55 psi. This level of pressure was completely inconsistent with a lack of pressure at A.O. Smith's plant.

31. The A.O. Smith plant is only a few hundred yards from connection to the main 24" line from Alligator which pressurizes the Town's system. The Third Avenue Line is at the

opposite end of our system. If there was pressure at Third Avenue, there had to be pressure at A.O. Smith's meter.

32. I was concerned that Alligator had intentionally cut water service to the Town. I called my counterpart at Alligator and told him I wanted to put my eyes on the Town's master meter from Alligator right then to ensure it was turning. I told him I was on my way to the meter station and to meet me there.

33. Less than two minutes later, I passed the A.O. Smith plant site. I saw my counterpart and Mr. Odom in the yard of the plant.

34. We went to the meter station and we verified that the meter was turning.

35. I have thought long and hard about how service to A.O. Smith could have been interrupted. There was no failure of pressure on the system. The master meter was turning. There was no problem with our line between the Alligator connection and A.O. Smith. Other customers did not lose service. In my opinion, the most reasonable explanation is that something happened to interrupt service at the A.O. Smith meter valve. I do not know how that could have happened other than someone closing the valve.

The Boil Water Notice

36. The Third Avenue break affected service to approximately five customers immediately downstream of the break. Immediately upon discovery of the break, we contacted the affected residents in person. Written notices were left with them or on their doors. I know because I delivered the notices myself.

37. On the morning of June 19, 2015, after the leak was fixed and after I received the call from the Town Clerk about A.O. Smith being out of water, Paula Brown from DHEC

called me. She said that DHEC had just received a call that A.O. Smith 'and others' had lost service and that a boil water notice should be issued. I explained to her that a boil water notice had been issued to all affected residences the night before and that the leak could not have affected other customers. She asked me to issue a second boil-water notice system-wide as a precaution.

38. We began printing the required boil-water notices for distribution to the town hall. Ms. Brown advised us not to bother with hand distribution, but to use the electronic and media notification and alert system which the Town maintains. On her advice, we did.
39. I am not aware of who called DHEC about a loss of service to A.O. Smith and 'others.' I am not aware of any customer other than A.O. Smith reporting a loss of service at this time.

Fire Flow

40. A.O. Smith's lawyers told the Town's lawyers that there have been as many as 20 periods in the past year when levels in the Town's water tanks were insufficient to meet A.O. Smith's fire flow needs and that this will need to be reported to A.O. Smith's insurance providers. This is news to the Town. Until the lawyer meeting on September 3, 2015, there had never been any report from Alligator or A.O. Smith related to this matter.
41. Fire flows for A.O. Smith are provided by the Town's 250,000 gallon Tank No. 2 located adjacent to the plant. I understand that the Town built that tank specifically to provide fire protection for the plant site. There is no reason for that tank not to function as intended.
42. Alligator supplies bulk water service to the Town, and pressurizes the Town's system through its pumping schedule. Alligator has a modern SCADA system that electronically

monitors the level of the Town's Tank No. 1 and controls the valves that allow the tanks to refill or discharge. Alligator's SCADA system should be programed so that when it drops below required levels, check valves on the tanks open, pumps are activated, supply pressures increase and the tanks begin to fill.

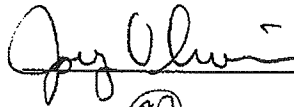
43. There is more than enough capacity in the Town's lines and the lines to Alligator to allow the tanks to be kept full. Alligator has a 24" line that connects immediately adjacent to the tank and more than enough pumping and line capacity to ensure that the tank is kept full and regularly cycled.
44. If the tanks were not full, it was because Alligator decided not to fill them. I am not aware of any other possible explanation. Specifically, there has been no operational problem in the Town's system that would explain the failure of the tank to be kept full. This is a matter which the Town will investigate at once.
45. If in fact there are problems, it is disturbing that those problems have never been reported to the Town. As I said earlier, this is the first report we have had of them.

Conclusion

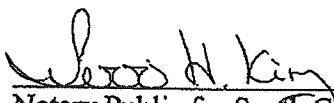
46. I am familiar with all aspects of the Town's system as it has operated over the past five years. It is an excellent system in excellent condition. It operates efficiently. There is no basis to conclude that the Town has mismanaged its system or cannot meet A.O. Smith's needs. It is clear to me that A.O. Smith's concerns about the Town's system are based on information that is untrue.

[Remainder of Page Left Blank]

FURTHER THE DEPONENT SAITH NOT.



SWORN to BEFORE me the 9 day of Sept., 2017. ⁽⁹²⁾



Notary Public for South Carolina

My Commission Expires: 4-28-2018

Exhibit A

ROA-0278



ROA-0279



ROA-0280



ROA-0281



ROA-0282

Exhibit L

ROA-0283

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

NIKKI R. HALEY
Governor



MARK A. KEEL
Chief

September 5, 2012

Mr. W. Allen Myrick
Senior Assistant Deputy Attorney General
Office of The Attorney General
Post Office Box 11549
Columbia, SC 29211

Dear Mr. Myrick:

I am in receipt of your letter dated August 31, 2012, wherein you requested SLED's assistance regarding Glenn C. Odom, former Mayor of McBee.

I have forwarded your letter to Captain Kin McKenzie of the Pee Dee Region who will have an agent to contact you in the very near future.

Please do not hesitate to contact me if I can be of further assistance to you for it is our desire to work with you in all matters of mutual concern.

Yours very truly,

Paul A. Grant, Major
Investigative Services
South Carolina Law Enforcement Division

C: Captain Kin McKenzie
PAG/slm



P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7588

ROA-0284



ALAN WILSON
ATTORNEY GENERAL

August 31, 2012

Chief Mark Keel
S.C. Law Enforcement Division
Post Office Box 21398
Columbia, South Carolina 29221-1398

RE: Allegations of Misconduct regarding Glenn C. Odom, former Mayor of McBee

Dear Chief Keel:

Please find enclosed a memorandum, letters and supporting documents the Attorney General's office received regarding the above. I would appreciate you assigning an agent to investigate this matter.

With warm regards, I am

Sincerely,

W. Allen Myrick
Senior Assistant Deputy Attorney General

WAM/mlly
Enclosures

SEP 04 2012

STATE'S OFFICE

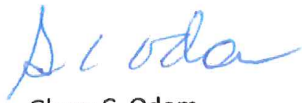
Referred To _____
Date Referred _____
Action _____

Exhibit M

November 14, 2012

I neither have or had a personal checking account at Sandhills Bank at the time I was magistrate. I had a personal account at the Sonoco Credit Union so there would not be a possibility of co-mingling funds.

On 9-17-04 a deposit was made in Glenn C. Odom Chesterfield County Magistrate checking account number [REDACTED] at Sandhills Bank (Copy attached). Included was check number 4084, a check written by Willene Coward for \$2,327.00 to pay fine for E. Coward.



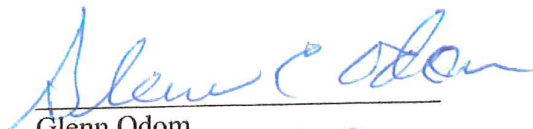
Glenn C. Odom

November 26, 2012

On January 10, 2002, in accordance with the provisions of the State of South Carolina Tobacco Settlement Revenue Management Authority Act Water and Wastewater Infrastructure Fund, the Town of McBee was awarded a grant in the amount of \$850,000.00. The grant moneys were to be expended in the construction of water infrastructure facilities to provide water to an area of the county north of the Town of McBee and continuing to the Jefferson area.

The area north of the Town of McBee, including the Jefferson area, is in the territory of Chesterfield County Rural Water Company, Inc. (CCRWC). The Town of Jefferson could not provide adequate water to Caro-Knit, the Town's largest industry, and both the Town of Jefferson and Caro-Knit, through their respective representatives, approached CCRWC for help. CCRWC purchases water from Alligator Rural Water, so Charlie Gray, General Manager of CCRWC, contacted me. We both went to see Senator Don Holland who contacted Charlie Way, Secretary, South Carolina Department of Commerce, to see if this project would qualify for a grant from the Tobacco Settlement Fund. CCRWC is a non-profit corporation and could not apply for the grant. The Town of McBee, however, did qualify to apply and could then disburse the funds to CCRWC to fund the project.

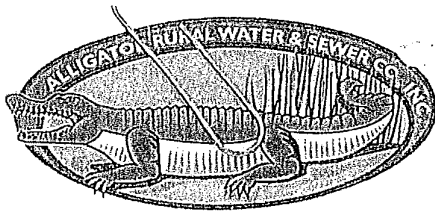
The Town of McBee applied for the grant in an effort to help a struggling business in the northern part of the county. This was a good will venture that the Town of McBee undertook to foster economic growth in the county. On May 9, 2001 and May 16, 2001, The McBee Town Council had a first and second reading regarding this matter and voted unanimously to accept the \$850,000.00 grant to be used for water lines for Jefferson. The minutes reflect that there would be no expense to the Town and that the grant funds would be used to upgrade a water transmission main to 16" to provide the additional water needed at Jefferson. The Council minutes, however, incorrectly state that Alligator Rural Water would receive the grant money to fund the project. In actuality, Chesterfield County Rural Water Company, Inc. received the grant funds (\$850,000.00) from the Town of McBee and constructed the water line to Jefferson as proposed in the grant application.


Glenn Odom
SSA/Michael J. Anderson
11/28/2012
1:50 PM

ROA-0288

Exhibit N

In support of Defendant John Campolong's Memorandum in
Support of Motion for Summary Judgment



110 North Third Street
McBee, SC 29101
843.335.6464 PH
843.335.7720 FAX

GLENN C. ODOM
General Manager

*1 Wat
Establ*

HAYNSWORTH SINKLER BOYD, P.A.

MARGARET CHRISTIAN POPE
ATTORNEY AT LAW

THE PALMETTO CENTER
1426 MAIN STREET, SUITE 1200 (29201-2834) DIRECT (803) 779-3080
POST OFFICE BOX 11889 (29211-1889) (803) 540-7831
COLUMBIA, SOUTH CAROLINA FAX
E-MAIL: margaret.pope@sinklerboyd.com (803) 765-1243

April 16, 2001

Mr. Murk Alexander
S.C. Department of Commerce
1201 Main Street
17th Floor
Columbia, S.C. 29201

Dear Mr. Alexander:

Enclosed you will find a letter announcing a grant of \$850,000.00 to Alligator Rural Water & Sewer Company, Inc. to help fund construction of a 16 inch water main to serve the area from McBee to Jefferson. Alligator Water, in partnership with Chesterfield County Rural Water Company is currently in the process of installing new wells, elevated tanks and distribution lines which will serve Caro-Knit Industries in Jefferson, as well as approximately 200 minority residences which are located in an LMI area.

Caro-Knit Industries, which employs over 225 people is the only industrial employer in the Jefferson area. This plant was forced to shut down temporarily last summer due to the water shortage, so it is vital that this line be completed as soon as possible.

The residences are presently using water from shallow bored wells, which pose a serious health risk.

I appreciate your help in funding this project. It will be of significant importance to the welfare of this area. Please call if you have any questions.

Yours truly,

Glenn C. Odom
General Manager

*2/0 COG memo
- receipt*

ROA-0290

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHESTERFIELD	)	CIVIL ACTION NO.: 2018-CP-13-275
	)	
GLENN C. ODOM,	)	
	)	
Plaintiff,	)	MEMORANDUM IN OPPOSITION TO
	)	DEFENDANT CAMPOLONG'S
	)	MOTION FOR SUMMARY
v.	)	JUDGMENT AND IN FURTHER
	)	OPPOSITION TO DEFENDANT
JOHN CAMPOLONG AND A.C.	)	MCLEOD'S MOTION FOR SUMMARY
MCLEOD,	)	JUDGMENT
	)	
Defendants.	)	

Defendants John Campolong and A.C. McLeod have moved for summary judgment on Plaintiff Glenn C. Odom's defamation claim on the grounds that (1) Odom has failed to demonstrate that Defendants published defamatory statements to third parties, (2) Odom has failed to demonstrate that Defendants acted with actual malice, (3) any statements made by Defendants were absolutely privileged, and (4) Odom's claim is barred by the statute of limitations. Defendants have also moved to dismiss Odom's civil conspiracy claim on the grounds that (1) Odom cannot demonstrate that he suffered special damage beyond that caused by the alleged defamation and (2) the claim is barred by the statute of limitations.¹

However, Defendants fail to account for the fact that beyond the libelous documents that have been produced in this action, there is ample evidence in the record demonstrating that both Defendants continued to publish slanderous statements about

¹ Odom filed a Memorandum in Opposition to Defendant McLeod's Motion for Summary Judgment on April 22, 2021. This Memorandum is supplemental to the previously filed memorandum and also submitted in opposition to Defendant Campolong's July 26, 2022 Memorandum in Support of Motion for Summary Judgment.

Odom to not only Town Council members, but also the citizens of McBee, up to the time of the commencement of this action. Further, these statements were made outside of Town Council sessions and with sufficient knowledge that they were not true such that they constitute actual malice. Lastly, under South Carolina law, plaintiffs are no longer required to prove special damages to prevail on their civil conspiracy claims, and overt acts in furtherance of the alleged conspiracy continued to occur up until the commencement of this action. For these and the reasons set forth below, the Court should deny both Defendants' Motions for Summary Judgment.

FACTUAL BACKGROUND

The conduct giving rise to this action is part of an ongoing controversy between the parties that initially arose from events that occurred over twenty years ago. Glenn Odom served as Mayor of McBee from 2000 to 2002. (Ex. 1, Glenn Odom Dep. 23:6-7). During this time, the Lynches River, which was the water supply for the Town of Jefferson, had gone dry because of a drought. (*Id.* at 73:19-21; Ex. 2, Grant Application). Jefferson needed water for its approximately 200 families and to supply a defunct industrial facility in the hopes that it would assist in attracting a new buyer, which could provide jobs for 500 employees. (Ex. 3, Newspaper Article; Ex. 1 Odom Dep. 57:4-5). The Mayor of Jefferson contacted Odom and Charlie Gray, who operates Chesterfield County Rural Water Company, in an effort to procure water for the Town. (Ex. 1, Odom Dep. 73:21-74:1; 54:17-20).

The United States Department of Agriculture's Rural Utilities Service had funded a 10-inch water line for Chesterfield to provide water to the community, but the

line needed \$850,000.00 to upsize it to 16 inches, which was necessary to accommodate Jefferson's water needs. (Ex. 2). Odom, Gray, and the Mayor of Jefferson, understanding that this project would benefit the entire County, then met with Senator Donald Holland and later with Governor Jim Hodges' Chief of Staff to formulate a plan to raise the necessary funds. (Ex. 1, Odom Dep. 53:19-24; 74:7-10).

The culmination of these discussions was a decision that the Town of McBee as project sponsor would apply for a grant from the Tobacco Settlement Revenue Management Authority Act Water & Wastewater Infrastructure Fund. (See Ex. 1, Odom Dep. 56:24-57:3; Ex. 4, Grant Award Agreement). The Town of McBee was to act as the project sponsor, with Chesterfield building and maintaining the supply line. (Ex. 2; Ex. 1, Odom Dep. 76:2-77:6). Alligator Rural Water was designated to supply the water that would be provided to the Town of Jefferson.² (Ex. 2). On May 9, 2001, the South Carolina Secretary of Commerce, Charles S. Way, Jr., wrote a letter to Odom stating that the grant had been awarded and that it was to be used for the construction of water improvements and infrastructure in an area of the county north of the Town of McBee, continuing to Jefferson. (Ex. 5, May 9, 2001 Letter). The grant was approved by the Town Council of McBee at public special council meetings on May 9 and May 16, 2001 without opposition. (Ex. 6, May 9 & 16 2001 Meeting Minutes; Ex. 1, Odom Dep. 59:6-21). On February 7, 2002, William O. Spencer, Jr., Town Attorney for McBee, sent a letter to Secretary Way setting forth his opinion that the Town of McBee was qualified

² Odom was employed as general manager of Alligator from 2003 to 2020 but was not an employee of Alligator at the time of the grant, nor has he ever been an owner of Alligator. (Ex. 1, Odom Dep. 28:23-25; 30:17-31:5; 68:9-11).

to receive the proceeds of the Grant for the purposes outlined in the application. (Ex. 7, Feb. 7, 2002 Letter).

Odom resigned as Mayor and took an appointment as Chesterfield County Magistrate in August of 2002, and served in this position until August of 2006. (Ex. 1, Odom Dep. 24:7-12). Campolong was elected Mayor of McBee in 2008 and has been Mayor until today. (Def. Campolong's Mem. in Supp. of Mot. for Summ. J. at 1). One year later, in 2009, Odom and Campolong were at odds over a proposed sewage treatment facility that would be located in McBee. (Ex. 8, The State Article; Ex. 9 John Campolong Dep. 56:12-57:8). Alligator and Odom, who was now general manager of the utility, sought to build a treatment facility in order to facilitate industry interest, including a Nestle bottled water plant that could have created jobs in rural Chesterfield County. Campolong publicly opposed the project and believed it would harm the Town's aquifer. Subsequently, Odom and Alligator brought an eminent domain action against a business entity belonging to Campolong, J.B.C. Limited Partnership, for a water line easement and sewer line easement across Campolong's family property. (Ex. 10, Patricia Wise Dep. 10:23-12:19). Campolong sought payment for the easement through litigation against Alligator. (*Id.* at 12:21-24). After this series of events, Patricia Wise, Campolong's daughter, began "reviewing documents" concerning Odom and Alligator. (*Id.* at 10:19-22).

On July 9, 2012, Campolong, along with Defendant McLeod and three other Town Council members sent a letter to W. Allen Myrick, Jr., an Assistant Attorney General with the South Carolina Attorney General's Office, requesting an investigation

into Odom.³ (Ex. 12, July 9, 2012 Letter). In the letter, Defendants alleged that Odom had harmed the Town of McBee, and that he had engaged in illegal activities. Specifically, the letter implies (1) that Odom stole or misappropriated \$850,000 from the Town of McBee for the tobacco settlement grant, (2) that he wrongfully accepted \$2000 while serving as Magistrate to “take care of” a traffic fine, and (3) that Odom had improperly received or misappropriated millions of dollars from Alligator that had been granted by the USDA for certain projects.

The letter also generally alleges that Odom had spent “millions” of McBee’s tax dollars with no benefit to the Town. The letter concludes by stating that Patricia Wise, Campolong’s daughter, had conducted an investigation into the conduct alleged in the letter. Wise, on the other hand, has stated that she did not “substantially” investigate Odom, and that she had only looked at “certain facts.” (Ex. 10, Wise Dep. 10:6-10; 13:14-24). Campolong has stated that he did not authorize Wise to conduct an investigation. (Ex. 9, John Campolong Dep. 22:3-23:2).

Wise did have discussions with McLeod and met with him and Campolong to review the letter prior to publishing it. (*Id.* at 16:10-19). According to Wise, this was not the first letter that had been written to the Attorney General alleging that Odom had engaged in illicit or inappropriate conduct: in 2009, while Campolong was Mayor and McLeod a member of Town Council, another letter was written to the Attorney General suggesting that Odom was responsible for certain Town funds that were missing. (*Id.*

³ The timing of this letter nearly coincides with the filing of a lawsuit by Alligator against McLeod’s business for collusion and water pollution. (Ex. 11, A.C. McLeod, Jr. Dep. 17:10-20:15).

at 19:4-22:23; Ex. 11, A.C. McLeod Jr. Dep. 4:10-12). The 2012 letter initiated a SLED investigation into Odom. (Ex. 1, Odom Dep. 51:10-16).

On January 23, 2013, William B. Rogers, Jr., Solicitor for the Fourth Judicial Circuit, wrote to Senior Special Agent Michael Anderson, who was conducting the investigation into Odom's conduct, informing him that there was no evidence in the Investigative File demonstrating violations of criminal laws and that the case did not warrant prosecution. (Ex. 13, Jan. 23, 2013 Letter). McLeod admitted it was told to him that the SLED investigation found no wrongdoing, although he claimed not to remember who informed him. (Ex. 11, McLeod Dep. 36:18-24). Curiously, Campolong claimed that he was never told that Odom was cleared of the accusations, and that he never bothered to inquire as to the results of the investigation, despite the fact that he participated in the investigation of Odom, a political opponent, along with Wise and Town Attorney Everett Kendall, and met with SLED on at least one occasion. (Ex. 9, Campolong Dep. 30:23-32:19). According to Campolong, as of the date of his deposition in 2019, he assumed that the investigation was still open, seven years later. (*Id.* at 51:11-20).

In 2016, Odom ran for Mayor of McBee against Campolong. (Def. Campolong's Mem. in Supp. of Mot. Summ. J. at 2). A campaign flyer paid for by Campolong falsely asserted that Odom was general manager of Alligator while he was mayor in 2000 and that he used the \$850,000 grant to build a water line belonging to Alligator. (Ex. 14, Campaign Flyer). These assertions falsely imply that Odom stole money that was intended for the Town of McBee's use and used it to his own benefit as an employee of

Alligator, despite the fact that the investigation initiated by Campolong and McLeod nearly four years earlier had not resulted in an indictment, arrest, or conviction, and despite the fact that Solicitor Rogers had concluded that there was no evidence of criminal wrongdoing. In 2018, Odom was elected to Town Council for McBee. In 2020, Odom ran for Mayor of McBee. The results of this election are currently on appeal before the South Carolina Supreme Court.⁴

Beyond the statements made in the 2012 letter, the record in this case contains numerous examples of slanderous statements made by Defendants Campolong and McLeod. In June of 2016, McLeod explicitly told Willie Mae Roary, a citizen of McBee, that Odom had stolen \$500,000.00 from the Town of McBee.⁵ (Ex. 15, Willie Mae Roary Aff. ¶ 2). In his deposition, McLeod indicated that the statement may have concerned the \$850,000 grant, and that Odom's actions concerning the grant were "self-serving" and that Alligator and Odom had used the Town's name and taken the money. (Ex. 11, McLeod Dep. 5:6-6:18). This conversation took place on the street and occurred over three years after Solicitor Rogers concluded there was no wrongdoing. (*Id.* at 8:8-9:18).

Beulah Bolton, who became a member of the Town Council in September of 2016, has testified that both Campolong and McLeod told her that Odom embezzled money on a number of occasions. (Ex. 16, Beulah Bolton Dep. 5:24-6:6). These statements were not made in council sessions but were made both before and after sessions. (*Id.* at 7:15-21). Bolton also stated that either Campolong or McLeod told her either before or after

⁴ See *Odom v. McBee Election Comm. et al*, Appellate Case No. 2021-00165.

⁵ This statement was made in the presence of Era Pate, Roary's sister.

council sessions that Odom had damaged water pipes in the town.⁶ (*Id.* at 8:4-9:1, 10:17-11:1). Bolton agreed that both Defendants told her that Odom had illegally used \$850,000.00 that was received from tobacco settlement funds. (*Id.* at 9:25-10:9). Defendants made these statements continuously while Bolton was a member of Town Council. (*Id.* at 15:13-16:14). These statements were also made outside the town building. (*Id.* at 19:9-11).

Defendants continued to make these statements up to and after the commencement of this action. Just weeks before his September 19, 2019 deposition, Olin Morrison, a McBee citizen, was told by McLeod that Odom had illegally and wrongfully transferred to Alligator “800-something thousand dollars” of tobacco settlement money that belonged to the Town of McBee. (Ex. 19, Olin Morrison Dep. 16:13-21:12). This conversation took place at a Huddle House and was not related in any way to any Town Council proceedings. (*Id.* at 17:8-16).

Odom filed this action asserting claims for defamation and civil conspiracy against McLeod and Campolong on April 23, 2018. Of primary importance to Defendants’ Motions for Summary Judgment are three allegations of the Complaint: (1) that Defendants, with malice, have falsely accused Odom of illegally using \$850,000.00 that was received from tobacco settlement funds for use by the Chesterfield Rural Water

⁶ Campolong has testified that he was given information concerning the punctured pipe by Joey Oliver, principal of Oliver Environmental Services, which is the entity responsible for operating and maintaining the Town of McBee’s water system. (Ex. 9 Campolong Dep. 41:8-42:1; Ex. 17, Joey Oliver Aff. ¶¶ 1-2). However, in his 2015 affidavit and in the deposition taken with regards to this action, Oliver has consistently stated that he did not know what caused the puncture and that it was a mystery. (Ex. 17, Oliver Aff. ¶ 13; Ex. 18, Oliver Dep. 9:11-11:4). The probable cause of the ruptured water line was a lightning strike. (Ex. 1, Odom Dep. 135:12-25).

Company, (2) that McLeod, with malice, accused Odom of stealing \$500,000.00 from the Town of McBee, and (3) that Defendants falsely accused Odom of damaging Town water lines.

SUMMARY JUDGMENT STANDARD

“When reviewing the grant of a summary judgment motion, the appellate court applies the same standard that governs the trial court under Rule 56(c), SCRCP, which provides that summary judgment is proper when there is no genuine issue as to any material fact” *Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 524, 787 S.E.2d 485, 489 (2016). “Summary judgment should not be granted even when there is no dispute as to evidentiary facts **if there is dispute as to the conclusion to be drawn from those facts.**” *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 379, 534 S.E.2d 688, 692 (2000) (emphasis added). Summary judgment is a drastic remedy that should be cautiously granted. *BPS, Inc. v. Worthy*, 362 S.C. 319, 326, 608 S.E.2d 155, 159 (Ct. App. 2005).

“In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party.” *Pye v. Estate of Fox*, 369 S.C. 555, 563, 633 S.E.2d 505, 509 (2006). Once the moving party carries its initial burden, the non-moving party must come forward with specific facts showing that there is a genuine issue for trial. *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “In order to withstand a motion for summary judgment ‘in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required

to submit a **mere scintilla** of evidence.” *Fountain v. First Reliance Bank*, 398 S.C. 434, 441, 730 S.E.2d 305, 308 (2012) (emphasis added) (quoting *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 330 673 S.E.2d 801, 803 (2009)). However, to prove fault in a defamation action arising from a matter of public concern, a plaintiff who is a public official must prove actual malice, and the appropriate standard at the summary judgment phase on the issue of actual malice is the clear and convincing standard. *George v. Fabri*, 345 S.C. 440, 454, 548 S.E.2d 868, 875 (2001). Therefore, while the plaintiff is required to produce evidence of fault through clear and convincing evidence, a plaintiff need only produce a mere scintilla of evidence supporting the remaining elements of his defamation claim at the summary judgment stage.

ARGUMENTS

A plaintiff must prove the following four elements to state a claim for defamation: (1) a false and defamatory statement was made; (2) the unprivileged communication was made to a third party; (3) the publisher was at fault; and (4) actionability irrespective of special harm or the existence of special harm caused by the publication. *Erickson v. Jones St. Publishers, L.L.C.*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006). In this case, Defendants contend that Odom cannot demonstrate that any false and defamatory statements were made to a third party, and that Odom cannot establish that Defendants were at fault. Further, Defendants claim that the statements are absolutely privileged, and that no statements were made within the statutory period. The record clearly demonstrates that Defendants’ arguments are unfounded, as multiple witnesses have provided testimony demonstrating that both Defendants made

statements from June of 2016 onward accusing Odom of illegally transferring the \$850,000 grant, puncturing the water line, and stealing Town of McBee funds, when Defendants had ample reason to know that the statements were not true. These statements were made outside of McBee Town Council sessions and are not protected by any privilege, either qualified or absolute.

As to Odom's civil conspiracy claim, Defendants believe that it is necessary to plead special damages to survive summary judgment, and that the entire claim is based on the 2012 letter sent to the Attorney General by McLeod and Campolong and therefore barred by the statute of limitations. Defendants' arguments ignore that South Carolina no longer requires that special damages be pled to assert a claim of civil conspiracy, and that the 2012 letter is merely one piece of evidence establishing an agreement between the Defendants as required by the first element of the civil conspiracy claim. Under the principle of continuous accrual, Defendants repetitively engaged in their conspiracy by engaging in overt acts in furtherance of the agreement up to and beyond the filing of this action, making Odom's civil conspiracy claim well within the statute of limitations. For these and the following reasons, both Defendants' Motions for Summary Judgment should be denied.

- I. **Both Defendants have published false and defamatory statements to third parties.**
 - A. **The record contains testimonial evidence demonstrating that Campolong has published statements concerning the \$850,000 grant and the punctured water line to others.**

There is a genuine dispute of material fact as to whether Campolong published defamatory statements to third parties. In his deposition, Marion Stephens, III, a

McBee Town Council member, stated that Campolong repeatedly called Odom a crook and asserted that Odom had stolen money. (Ex. 20, Marion Stephens, III Dep. 9:3-6). Campolong did so as recently as 2017. (*Id.* at 11:19-21). This conversation took place outside of Town Council sessions and occurred at Campolong's place of business. (*Id.* 10:23-11:4). Bolton has also provided testimony demonstrating that Campolong on numerous occasions asserted that Odom had illegally transferred the \$850,000 grant and punctured the Town of McBee's water lines. (Ex. 16, Bolton Dep. 5:24-6:6, 8:4-9:1, 10:17-11:1). Campolong does not dispute that these alleged statements are false, nor does he dispute that both Bolton and Stephens have alleged that he made the statements. Therefore, Odom has produced sufficient evidence to create a jury issue as to whether Campolong published defamatory statements concerning Odom.

B. The record contains testimonial evidence demonstrating that McLeod has published statements concerning the \$850,000 grant, the punctured water lines, and the alleged theft of \$500,000 to others.

McLeod, on the other hand, argues that Odom cannot produce any evidence demonstrating that he published slanderous statements to third parties. Specifically, McLeod contends that (1) Bolton denied that McLeod made statements concerning the \$850,000 grant, (2) Odom has not set forth details of McLeod publishing the statement concerning \$500,000 to Willie Mae Roary, (3) there is no evidence that McLeod told Olin Morrison that Odom had illegally misappropriated the \$850,000 grant, and (4) there is no evidence that McLeod published statements to others concerning the punctured water lines. None of these arguments is valid.

First, Bolton never denied that McLeod made statements concerning an illegal misappropriation or misuse of the tobacco funds:

Q. What I want to ask you about is have you heard any statements of Mr. Odom engaging in any wrongdoing from either Mr. Campolong or Mr. McLeod?

A. Yes.

Q. And what have you heard?

A. Well, I can't really state verbatim.

Q. No, but in substance?

A. Kind of embezzled some money.

Q. That he embezzled money?

A. Supposedly.

Q. And who told you that?

A. Well, I've heard both of them say it.

Q. Both of them?

A. Uh-huh.

Q. On numbers of occasions?

A. Yes.

Q. And these were not meeting minutes of the council, but conversations you had with them?

A. Yes.

Q. Did they tell you how much he had embezzled?

A. Yeah, million something. I'd have to look back.

Q. Did they tell you that Mr. Odom had illegally used \$850,000 that was received from the tobacco settlement funds and used by the Chesterfield Rural Company?

A. Yes.

Q. And which one of them told you that?

A. I think both of them may have told me that, if I recall.

(Ex. 16, Bolton Dep. 6:13-7:10, 9:25-10:7).

Second, Roary has provided an affidavit setting forth the details of the conversation that she had with McLeod concerning Odom, which occurred in June of 2016. Roary stated “McLeod asked her why she supported Mr. Glenn Odom when he had stolen five hundred thousand from the Town of McBee” and that he had made this statement when her sister Era Pate was present. (Ex. 15, Roary Aff. ¶¶ 2-3).

Third, Olin Morrison stated numerous times in his deposition that McLeod informed him that Odom had taken money that belonged to the Town of McBee. While he was careful to avoid stating outright that Odom had “stolen” money, Morrison made numerous statements supporting that McLeod had conveyed to Morrison that Odom had illegally misused or transferred the money:

Q. What did you talk to him about Mr. Odom?

A. Well, about the same subject we’ve been discussing now, the tobacco money being gone.

Q. And what did Mr. McLeod tell you about that?

A. He feels like I do, that it belonged to the Town of McBee.

Q. Did he tell you that Mr. Odom had taken the Town of McBee’s money?

A. No, he didn't say that he had taken the money.

Q. What did he say?

A. He said that they – settlement money that was sent to the Town.

Q. And he felt that was illegal?

A. Apparently he did or he wouldn't be telling me, yes.

Q. Mm-hmm. And how much money did Mr. McLeod say that Mr. Odom had taken?

A. He said there was 800-something thousand dollars.

Q. And he said that this was supposed to be the Town of McBee's money?

A. He said it was the Town of McBee's money. He said it was made to the Town of McBee.

Q. And that Mr. Odom had done something wrong in giving it to Alligator; is that correct?

A. Yes.

Q. Is that what he said?

A. Wrongful transfer of the money.

Q. And you – as a result of that I assume you thought if that was true Mr. Odom would have wrongfully taken the Town's money; correct?

MR. MCCANTS: Object to the form

Q. Is that what you understood?

A. Yes.

Q. And that would be wrong; right?

A. It's definitely wrong.

Q. It would be criminal, wouldn't it?

A. I would say it is.

Q. All you know is what you heard?

A. Yes.

Q. And you've taken what you heard as being the truth?

A. A whole lot more reliable than I would from the source that said he didn't do anything wrong about taking the money, yes.

(Ex. 19, Morrison Dep. 16:13-17:4, 17:22-18:20, 20:12-18).

Lastly, Bolton provided testimony indicating that either Campolong or McLeod had told her that Odom punctured a Town of McBee water line. (Ex. 16, Bolton Dep. 10:17-11:1). On summary judgment, the plaintiff is only required to produce a mere scintilla of evidence demonstrating the first and second elements of the defamation claim. Bolton's testimony setting forth that either Campolong or McLeod told her that Odom had damaged the water line is sufficient evidence to create a jury issue as to whether Campolong, McLeod, or both Defendants slandered Odom by implying that he maliciously caused damage to the Town of McBee's infrastructure. Since Odom can point to evidence in the record supporting the first and second elements of his defamation claim, i.e., that Defendants published false statements to third parties, Defendants' Motions for Summary Judgment should be denied.

II. **Both McLeod and Campolong were aware of sufficient evidence such that a jury could reasonably conclude that they had serious doubts as to the truth of their accusations.**

Both McLeod and Campolong argue that Odom cannot demonstrate through clear and convincing evidence that they acted with actual malice.⁷ In defamation actions involving a public figure or public official, the plaintiff must demonstrate that the false statements were made with actual malice. *Elder v. Gaffney Ledger*, 341 S.C. 108, 113, 533 S.E.2d 899, 901 (2000). Actual malice has been defined by the Supreme Court of the United States as knowledge of the statement's falsity or reckless disregard for the statement's truth. *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 332, 94 S. Ct. 2997, 3003, 41 L. Ed. 2d 789 (1974). "When reviewing an actual malice determination, this Court is obligated to independently examine the entire record to determine whether the evidence sufficiently supports a finding of actual malice." *Miller v. City of W. Columbia*, 322 S.C. 224, 228, 471 S.E.2d 683, 685 (1996).

Actual malice is a subjective standard that tests the publisher's "good faith belief in the truth of his or her statements." *Peeler v. Spartan Radiocasting, Inc.*, 324 S.C. 261, 266, 478 S.E.2d 282, 284 (1996). It requires a showing of sufficient evidence such that the publisher should have entertained serious doubts as to the truth of the publications. *St. Amant v. Thompson*, 390 U.S. 727, 731, 88 S. Ct. 1323, 1325, 20 L. Ed. 2d 262 (1968). Evidence that a defendant purposefully avoided or was unconcerned with the truth is sufficient to demonstrate actual malice. *Elder*, 341 S.C. at 114, 533 S.E.2d at 902. While a failure to investigate the facts underlying a statement prior to its publication in itself is not evidence of actual malice, it can constitute actual malice when there are obvious reasons to doubt the veracity of the

⁷ The actual malice inquiry is relevant to the fault element of Odom's defamation claim.

information. *St. Amant*, 390 U.S. at 732, 88 S. Ct. at 1326. Evidence of motive is relevant to the actual malice inquiry. *Elder*, 341 S.C. at 115, 533 S.E.2d at 902.

In *Erickson v. Jones St. Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006), the Supreme Court of South Carolina was asked to determine whether a jury's finding that the *Charleston City Paper* had published a defamatory article with actual malice was supported by clear and convincing evidence. In *Erickson*, the newspaper published an article that alleged that a guardian ad litem had a sexual relationship with the father of a child she represented, that she manipulated a family court judge, and that she had improperly blocked and prevented parents and family members from having custody and visitation with children, amongst other claims. *Id.* at 456-67, 629 S.E.2d at 660. Ultimately, the court concluded that the evidence was sufficient to meet the clear and convincing standard and affirmed the jury's finding.

In doing so, the court noted that (1) the only source of information relied upon by the newspaper was an individual who admittedly had a motive to harm the guardian ad litem, (2) the newspaper had failed to contact the guardian ad litem or investigate the claims, (3) the newspaper made no effort to obtain public documents that would have called into question the claims, and (4) the newspaper made no effort to contact others who were knowledgeable about the facts and circumstances surrounding the allegations. The court concluded

This evidence does not indicate merely a failure to investigate which, standing alone, would be insufficient to uphold a finding of actual malice. This evidence constitutes a failure to investigate before publishing an article when there were obvious reasons to doubt the veracity of Pat Beal or the accuracy of her report. Thus, the evidence

indicates Newspaper's subjective awareness of probable falsity of the report and is sufficient to support the jury's finding of actual malice.

Id. at 478, 629 S.E.2d at 671.

Here, there are countless instances in the record which, when viewed in the light most favorable to Odom, demonstrate that Defendants had obvious reasons to doubt their publications. By way of example, the first instance of Defendants making their allegations of illegal activity occurred in the July 9, 2012 letter to the Attorney General's office. While the letter states that it was based on an investigation into Odom's conduct by Patricia Wise, Wise has stated that she did not substantially investigate Odom:

Q. And when did you become involved with the Town of McBee and investigating Mr. Odom?

MR. LAY: Object to the form of the question.

THE WITNESS: I don't understand your question.

Q. What is it you don't understand about it?

A. I don't know that I did – what do you mean by become involved with the Town of McBee in investigating Mr. Odom?

Q. Well, didn't you investigate Mr. Odom?

A. Not – not substantially.

(Ex. 10, Wise Dep. 9:22-10:10). Further, Campolong has admitted that he saw the May 9, 2001 letter from Secretary Way to Odom, which states that the grant was to be solely used for the construction of water improvements that would not be within the Town of McBee, for the benefit of Jefferson. (Ex. 9, Campolong Dep. 19:18-23). Both Defendants have always been aware that this was the grant's purpose.

Both Defendants have admitted that they never personally investigated their claims, and that they had no personal knowledge of any wrongdoing by Odom. (*Id.* at 21:24-22:13, 30:13-16; Ex. 11, McLeod Dep. 12:2-8, 31:8-19). Neither Defendant ever spoke to Odom nor any of the other individuals involved in the grant process to determine if any wrongful conduct had occurred. (Ex. 9, Campolong Dep. 30:9-12). In fact, both Campolong and McLeod testified that they did not know how the grant was obtained. (Ex. 11, McLeod Dep. 6:19-20; Ex. 9, Campolong Dep. 30:13-16). Stephens has testified that neither Defendant had any proof to substantiate any of their claims. (Ex. 20, Stephens Dep. 5:7-21; 8:10-15).

In order to prevail on their argument that Defendants did not act with actual malice, Defendants must demonstrate that they had a subjective, good faith belief that Odom illegally misappropriated the tobacco settlement grant for his own purposes. However, both Defendants have stated that they do not personally believe that Odom has done anything illegal. (Ex. 11, McLeod Dep. 10:4-17, 15:3-5, 31:8-19; Ex. 9, Campolong Dep. 9:2-24, 11:4-12, 74:22-24). McLeod admitted that he was aware of the January 23, 2013 determination by Solicitor Rogers that there was no evidence of criminal wrongdoing. (Ex. 11, McLeod Dep. 36:18-22). Despite this, Campolong took the position in his deposition that he was completely unaware that Odom had been cleared of any wrongdoing, even though it had been approximately ten years since Defendants wrote their first letter to the Attorney General concerning Odom and had yet to receive any information that their allegations were founded or based in reality.⁸

⁸ As for Defendants' accusations that Odom damaged the Town's water infrastructure, the purported source of this information, Joey Oliver, has repeatedly denied that he knew what

The record contains clear and convincing evidence that McLeod and Campolong published the statements concerning Odom with actual malice. While it is not dispositive or of great importance to the actual malice analysis, both Defendants, as evidenced by the factual background of this case, had a motive to make false and harmful claims concerning Odom. By their own admission, neither Defendant actually made any effort to investigate their claims. Both Defendants admitted to an awareness of documents and/or facts that would have seriously called into question any supposed beliefs they had that Odom had engaged in illegal conduct. Most importantly, both Defendants have admitted that they do not have a subjective belief that Odom stole anything or did anything illegal. Nevertheless, both Defendants published statements on multiple occasions to multiple witnesses that Odom had engaged in illegal or criminal misconduct that would have been harmful to the Town of McBee. Defendants' Motions for Summary Judgment should be denied.

III. The defamatory statements are not absolutely privileged because they were made outside of official Town Council sessions.

Both Defendants have asserted that even if they did publish the defamatory statements to third parties with actual malice, their statements are protected by an absolute privilege. "When the communication is absolutely privileged, no action will lie for its publication, no matter what the circumstances under which it is published." *Bell v. Bank of Abbeville*, 208 S.C. 490, 493, 38 S.E.2d 641, 642 (1946). South Carolina has recognized an absolute privilege for statements made in legislative and judicial

caused the damage to the water line. (Ex. 17, Oliver Aff. ¶ 13; Ex. 18, Oliver Dep. 9:11-11:4). Therefore, Defendants could not have a subjective good faith belief that Odom had damaged the water line, because the entire allegation was pulled out of thin air and had no source.

proceedings. *Fulton v. Atlantic Coast Line Railroad Co.*, 220 S.C. 287, 296, 67 S.E.2d 425, 429 (1951). This privilege arguably could extend to city council sessions, as noted by McLeod. (Def. McLeod's Mem. in Supp. of Mot. for Summ. J. at 8).

Defendants cite to *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979), for the proposition that the absolute privilege would apply to all statements alleged to have been made by Defendants, even if they were made outside of Town Council sessions, because the statements were relevant or material to their duties as Mayor and Town Councilman. *Richardson* does not go that far. In *Richardson*, the court observed that while generally the privilege is restricted to legislative and judicial proceedings, there are some occasions other than strictly legislative or judicial proceedings where public policy would dictate that the privilege should be upheld. *Id.* at 146, 255 S.E.2d at 343. A member of the Williamsburg County Legislative Delegation, who was also a member of the House of Representative, had made allegedly slanderous statements during a joint meeting between the Delegation and the Williamsburg County Recreation Commission to discuss the Director of the Recreation Department's performance. *Id.* at 144, 255 S.E.2d at 342. During the meeting, the legislator stated that the Director would not hire married women as he only hired women who would "go to bed" with him. *Id.*

In extending the absolute privilege to an occasion outside of the traditional legislative context, the court predicated its decision on the following facts: (1) the statement was made **at a meeting attended only by the legislative delegation and members of the Recreation Commission**, (2) the statement was made by a member of the legislative delegation, and (3) it concerned a matter related to legislative

duties. *Id.* at 147, 255 S.E.2d at 344. Ignoring the issue of whether the statements made in this case are related or material to Defendants' official duties, it is clear from the record and factual background discussed above that the defamatory statements were not only made in Town Council sessions but were made in a variety of settings completely outside of the legislative context, by both Defendants. This in itself dictates that the absolute privilege would not apply to the statements made by Defendants. Additionally, these statements were made to some individuals who were not Town Council members and were made in locations such as Defendants' places of business and local restaurants. Under *Richardson*, even the statements that were made to council members such as Stephens and Bolton would not be protected unless they were made during an official meeting that served a legislative function.

To the best knowledge of the undersigned, South Carolina has never extended the absolute privilege to a statement that was not made within the confines of a formal legislative meeting or session. Moreover, even if an absolute privilege did extend to statements made by legislators in furtherance of their legislative duties outside of formal sessions and meetings, which it does not, the privilege would be of no use to Campolong. As Mayor, Campolong does not enjoy the protection of the absolute privilege, unless he made the defamatory statements only within Town Council sessions. *See Wright v. Sparrow*, 298 S.C. 469, 474, 381 S.E.2d 503, 506 (Ct. App. 1989) (holding that the absolute privilege did not extend to an executive official because he was not in a legislative or judicial position). The absolute privilege simply does not apply to the statements that were made by Campolong to Bolton and Stephens outside of

Town Council sessions, and would not apply to statements made by McLeod to Roary, Pate, and Morrison, as well as Stephens and Bolton, outside of official sessions or meetings. Since Defendants' statements are not privileged, it should be for a jury to determine whether the statements were made to third parties with actual malice, and summary judgment should be denied.

IV. The statute of limitations does not bar Odom's defamation claims because Defendants have published the aforementioned statements within two years of the filing of this action.

Defendants have argued that Odom cannot prove that any of the defamatory statements at issue in this action occurred within the two-year statutory period beginning on April 23, 2016.⁹ Again, the evidence in the record does not support Defendants' assertions. Willie Mae Roary's affidavit sets forth that McLeod made the defamatory statements to her and Era Pate in June of 2016. (Ex. 15, Roary Aff.). Stephens stated that Campolong made the statements to him sometime in 2017. (Ex. 20, Stephens Dep. 11:5-7). Defendants made statements to Bolton during her time as a member of Town Council, and she did not become a member of the Town Council until September of 2016. (Ex. 16, Bolton Dep. 6:3-6). Olin Morrison testified that McLeod made statements to him concerning the \$850,000 grant after the commencement of this action, demonstrating that republication of the defamatory material by Defendants

⁹ Specifically, Campolong argues that the 2012 letter to the Attorney General cannot serve as the basis for Odom's defamation claim, and McLeod argues that Plaintiff cannot prove any of the statements were made after April 23, 2016. As to Campolong's argument, Odom does not assert that the 2012 letter is actionable defamation; rather, the 2016 letter is proof of the first element of Odom's civil conspiracy claim, as well as proof that Defendants acted with actual malice.

continued unabated throughout the statutory period. (Ex. 19, Morrison Dep. 16:13-21:12). Defendants' statute of limitations arguments have no merit.

V. **South Carolina law does not require the pleading and proof of special damages to survive a motion for summary judgment on a civil conspiracy claim.**

McLeod has argued that Odom's civil conspiracy claim cannot survive summary judgment because he has not pled special damages or alleged facts supporting his civil conspiracy claim in addition to those facts alleged in support of his defamation claim. As to special damages, as of 2021 South Carolina law no longer requires a plaintiff to plead or prove special damages as part of a civil conspiracy claim. And as to the requirement that Odom plead additional facts beyond those alleged as part of his defamation claim, Odom would request that the Court grant him leave to amend his Complaint to allege that the civil conspiracy began in 2012 when McLeod and Campolong agreed to engage in a series of acts, including the composition of the 2012 letter to the Attorney General, with the intent to harm Odom.¹⁰ This allegation would be based on the same set of facts and circumstances already set forth in Odom's Complaint, would not be unfairly prejudicial to Defendants, and is necessary to conform the pleadings to the evidence.

In support of summary judgment, McLeod has asserted that Odom must plead and prove special damages that exceed any damages that may have been caused by Defendants' defamatory statements. McLeod's proposition is based on *Todd v. S.C.*

¹⁰ The first element of the civil conspiracy claim requires proof of a combination or agreement of two or more persons. *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 570, 861 S.E.2d 774, 778 (2021).

Farm Bureau Mut. Ins. Co., 276 S.C. 284, 278 S.E.2d 607 (1981) and *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 682 S.E.2d 871 (2009). The Supreme Court of South Carolina in *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021), overruled these cases.

In *Paradis*, the court observed that the rule from *Todd*, which required the pleading and proof of special damages beyond the damages alleged in the other claims in a complaint, had resulted in the dismissal of numerous civil conspiracy actions. *Id.* at 572, 861 S.E.2d at 779. The court found that this had resulted from a misinterpretation of *Corpus Juris Secundum*, and as a result, overruled *Todd* to the extent that it imposed or appeared to impose a requirement of pleading and proving special damages. *Id.* at 574, 861 S.E.2d at 780. Instead, all a plaintiff must demonstrate to prevail on a claim for civil conspiracy is (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff. *Id.*

McLeod has not argued that there is an absence of evidence in the record demonstrating each of these elements of the civil conspiracy claim, but instead argues that Odom is required to allege additional facts beyond those encompassed by his defamation cause of action to support his civil conspiracy claim. *Paradis* offers some support for this proposition, stating that the plaintiff in a civil conspiracy claim must plead overt acts in furtherance of the conspiracy. To the extent that the Court finds that Odom has not sufficiently done so, the issue would have been more appropriately suited

to a motion to dismiss rather than a motion for summary judgment. Regardless, Odom requests leave if necessary to amend his Complaint to allege that Defendants have committed multiple overt acts in furtherance of the civil conspiracy, including the alleged defamatory conduct, and to allege that there are specific facts, including the 2012 letter, demonstrating that there was an agreement between Defendants. Otherwise, Odom is not required to allege any additional facts unique to his civil conspiracy cause of action.

VI. Under the principle of continuous accrual, Odom's civil conspiracy claim did not finally accrue in 2012 because Defendants continued to engage in ongoing, overt acts in furtherance of the conspiracy.

Campolong, on the other hand, argues that Odom's civil conspiracy claim is barred by the statute of limitations, as it is based on the initiation of the conspiracy in 2012 when Campolong, McLeod, and Wise met to discuss the letter they would send to the Attorney General. However, while the 2012 meeting and letter are evidence of a combination or agreement between the Defendants, Defendants continued to engage in overt acts in furtherance of the conspiracy, including the defamatory statements at issue in this action, well after this action was filed. As such, Odom's civil conspiracy claim is not barred by the statute of limitations.

Odom's civil conspiracy claim involves ongoing acts that continued after 2012, which would invoke the concept of continuous accrual. In other words, Odom's claim presents "a series of discrete, independently actionable wrongs." *State ex rel. Wilson v. Ortho-McNeil-Janssen Pharmaceuticals, Inc.*, 414 S.C. 33, 78, 777 S.E.2d 176, 199 (2015). The principles of continuous accrual respond to

The inequities that would arise if the expiration of the statute of limitations period following a first breach of duty or instance of misconduct were treated as sufficient to bar suit for any subsequent breach or misconduct; parties engaged in long-standing malfeasance would thereby obtain immunity in perpetuity from suit even for recent and ongoing malfeasance. In addition, where misfeasance is ongoing, a defendant's claim to repose, the principal justification underlying the limitations defense, is vitiated . . . [Accordingly,] separate, recurring invasions of the same right can each trigger their own statute of limitations . . . [A] cause of action accrues each time a wrongful act occurs, triggering a new limitations period.

Id. at 78, 777 S.E.2d at 199-200. Thus, when a claim involves a series of ongoing violations, a plaintiff is entitled to recover for a period coextensive with the applicable statute of limitations. *Id.* Here, Odom is entitled to recover damages for his civil conspiracy claim for a period of three years preceding the filing of this action, as each of Defendants' publications have been continuing overt acts in furtherance of the alleged conspiracy.

CONCLUSION

For the aforementioned reasons, Plaintiff respectfully requests that the Court deny Defendants' Motions for Summary Judgment, and if necessary, permit Plaintiff to amend his Complaint.

[SIGNATURE PAGE FOLLOWS]

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GLENN C. ODOM

January 22, 2020

Glenn C. Odom

VS

John Campolong and A.C. McLeod

2018-CP-13-00275

REPORTER: Jennifer Nottle

ROA-0320

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHESTERFIELD) CASE NO.: 2018-CP-13-00275
3

4 Glenn C. Odom,)
5 Plaintiff,) Deposition of:
6 vs.) Glenn C. Odom
7 John Campolong and A.C.) Wednesday, January 22, 2020
8 McLeod,) 9:36 a.m. - 4:05 p.m.
9 Defendants.)
10 _____)
11
12

13 Deposition on oral examination of Glenn C. Odom,
14 reported by Jennifer Nottle, Court Reporter and Notary
15 Public in and for the State of South Carolina; pursuant to
16 Rule 30 of the South Carolina Rules of Civil Procedure;
17 said deposition was taken at the McBee Town Hall, 38 W.
18 Juniper Avenue, McBee, South Carolina, on Wednesday, the
19 22nd day of January, 2020.
20
21
22
23
24
25

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6 Also present:

7 John Campolong, Defendant

8 A.C. McLeod, Defendant
9
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6 Court Reporter's Legend:

7 dashes [--] Intentional or purposeful interruption

8 [ph] Denotes phonetically written

9 [sic] Written as said

10 This deposition is taken in accordance with the
11 South Carolina Rules of Civil Procedure.

12 It is agreed and stipulated by the deponent and
13 respective counsel that the reading and signing of the
14 deposition by the deponent is expressly NOT waived.
15
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1 WHEREUPON:

2 GLENN C. ODOM, being duly sworn and cautioned to
3 speak the truth, the whole truth and nothing but the truth,
4 testifies as follows:

5 MR. ODOM - EXAMINATION BY MR. MCCANTS:

6 Q. Mr. Odom, my name is John McCants and we've met
7 before during the depositions that have been
8 taken in this civil action. And to recall, I
9 represent Defendant John Campolong. And I'm
10 going to take your deposition today for the civil
11 action that you've commenced against Mr.
12 Campolong and Mr. A.C. McLeod, okay?

13 A. I understand.

14 Q. And have you had your deposition taken before?

15 A. Yes, sir.

16 Q. Approximately how many times?

17 A. Twice.

18 Q. Okay. And what are those occasions?

19 A. It had to do with contamination of ground water.

20 Q. Okay. Was that a lawsuit that you commenced?

21 A. No, Alligator commenced it.

22 Q. Okay. All right. Just a few rules. During the
23 course of the deposition, if you have a question
24 about my question, if a lawyer asks you a
25 question, if you'll direct it to my attention.

1 You're not permitted to consult with your
2 counsel, Mr. Parker, sitting next to you. If for
3 whatever reason, you don't understand the
4 question, if you have a question about a
5 document, definitions, any clarifications, if
6 you'll direct it to me while I'm asking you
7 questions, okay?

8 A. Yes, sir.

9 Q. And during the course of the deposition, if we
10 take a break, whether it's for a short break in
11 the morning or for lunch or for whatever, if
12 you'll refrain from discussing the testimony and
13 matters related to this deposition with your
14 counsel, okay?

15 A. Yes, sir.

16 Q. Otherwise, either myself or Mr. McLeod can ask
17 you the sum and substance of that testimony,
18 okay?

19 A. Yes, sir.

20 Q. All right. And if for whatever reason you don't
21 understand the question, I don't speak loudly
22 enough, I don't articulate it well enough, just
23 have me repeat it, okay?

24 A. Yes, sir.

25 Q. Otherwise I will assume that you understood the

1 question and answered accordingly and truthfully,
2 okay?

3 A. Yes, sir.

4 Q. All right. And during the course of the
5 deposition you are to answer my questions
6 truthfully as if you're in a court of law; you
7 understand?

8 A. Yes, sir.

9 Q. And if you have a question, please direct it to
10 me. But if there's an objection, Mr. Parker will
11 advise you accordingly. Except for very limited
12 circumstances are you allowed to speak with your
13 counsel. If there's an objection, for instance,
14 for privilege. Otherwise, if you'll answer the
15 question, okay?

16 A. Yes, sir.

17 Q. All right. Tell me your full name, please.

18 A. Glenn Carlisle Odom.

19 Q. And Mr. Odom, what is your age?

20 A. Seventy.

21 Q. And your birth date?

22 A. 6/26/1949.

23 Q. And your current residence address.

24 A. 49 West Oak Street, McBee.

25 Q. And how long have you resided at that address?

1 A. About three years.

2 Q. And what was your prior residential address?

3 A. 547 Sandy Point Lane, Hartsville, South Carolina.

4 Q. And is that address in Darlington County?

5 A. No, Chesterfield.

6 Q. Okay. Do you still own the 547 Sandy Lane (sic)?

7 A. No.

8 Q. Okay. How long did you own that house?

9 A. Roughly 15 years.

10 Q. Okay. It's a single-family dwelling?

11 A. Correct.

12 Q. All right. Do you own any other single-family
13 homes?

14 A. Yes, sir, I do.

15 Q. Okay. Tell me, please.

16 A. I'm not sure of all of the addresses, but one is
17 83 Juniper Avenue. There's another one on
18 Juniper, but I don't know the address. It's on
19 East Juniper. I own one at 37 Third Street. I
20 own one at 358 West Oak Avenue. I own one on
21 Fifth Street, but I don't remember the address on
22 that. And I own, I believe it is, 13 West Oak
23 Street. That's all.

24 Q. Okay. Do you recall how many that is?

25 A. Let me count them right quick. One, two, three,

1 four, five -- I believe six.

2 **Q. Okay. And my question was directed to any type**
3 **of home. Were you counting homes that were**
4 **traditional family homes, affixed to the real**
5 **estate?**

6 A. I am.

7 **Q. Okay.**

8 A. Mobile homes, I own two on Ninth Street. I own
9 four, five, six, seven -- nine on Cypress and
10 Fifth. They're all on that same property that
11 intersect. Let me think if I own anymore out of
12 town. In the Town of McBee you're talking about?

13 **Q. Well, outside the town as well.**

14 A. Okay. I own three on Old Creek -- no, three on
15 Union Church Road. I own one on Union School
16 Road. And I own a house, something like 3500
17 U.S. 1 Highway, but that's a stick-build home. I
18 think that's all of them.

19 **Q. All right. Do you own them personally?**

20 A. Odom and Associates owns them.

21 **Q. So they're titled in Odom and Associates?**

22 A. Yeah, but I do own some apartment buildings
23 uptown. There is one -- two apartment buildings
24 that are built together and a small store that I
25 rent out up there. So I also own those.

1 Q. Who is the tenant in the retail space?

2 A. In the retail, all I've ever known was Shorty.
3 My -- I have a registered agent that handles
4 those things, and I can't think of Shorty's last
5 name. He's been there 20 years.

6 Q. Well, what is Shorty's business?

7 A. Used tires and plugging of tires, things like
8 that.

9 Q. I assume that of the number of homes you listed,
10 including the manufactured homes, those are
11 rental properties?

12 A. That's correct.

13 Q. Okay. All right. Now where were you born?

14 A. I was born in Columbia.

15 Q. In the hospital in Columbia?

16 A. Yeah, Providence Hospital.

17 Q. Okay. Were your parents living here in McBee?

18 A. No.

19 Q. Okay.

20 A. My mother and father were working in Columbia at
21 that time.

22 Q. Okay. What did they do?

23 A. Daddy worked for the railroad at the station down
24 in the Vista, and my mother worked for the state
25 at the state hospital.

1 Q. Okay. I understand your parents are deceased?

2 A. They both are.

3 Q. All right. And when did your family move to
4 McBee?

5 A. Let's see, about 1963. My father took the job
6 here at the railroad station so we moved back.
7 My grandmothers lived here. Family's been here
8 since the early 20s but then we all moved back
9 here.

10 Q. Okay. In 1963 how old were you?

11 A. Thirteen, something like that.

12 Q. Okay. Have you been in McBee since that time?

13 A. No, sir. I've -- I went to college at Campbell
14 University, and I've lived in Atlanta for about a
15 year. Lived in Charlotte for about a year, in
16 Raleigh for about a year managing real estate
17 properties. Then I came back to McBee, ran a
18 service station here for about a year, and then I
19 went to work for Sunoco Products Company in
20 Hartsville. Moved to Hartsville, and I lived off
21 and on Hartsville or McBee for those years.

22 Q. Okay. Did you go to high school here in town?

23 A. Yes, sir.

24 Q. Was that McBee High School?

25 A. Yes, sir, McBee High.

1 Q. Okay. And did you receive a college degree from
2 Campbell?

3 A. No, no.

4 Q. Okay.

5 A. Phoenix University.

6 Q. Okay. How many years did you attend Campbell?

7 A. I think it was two years.

8 Q. I seem to recall Campbell's in North Carolina?

9 A. Yes.

10 Q. Okay.

11 A. Buies Creek.

12 Q. Okay. And why did you leave Campbell University?

13 A. I played basketball at Campbell. And spring
14 practice I broke my right ankle and they inserted
15 a pin. I was in a cast for nine months and kind
16 of laid up on the couch for nine months and fell
17 in love. And after that it was downhill, so --
18 but, you know, in retrospect, nine months of
19 doing nothing wasn't good so -- but anyway.

20 Q. So you fell in love. Were you married?

21 A. Yes.

22 Q. And so did you -- this is while you were at
23 Campbell?

24 A. No, no. I had already completed whatever --
25 essentially had to drop out but it was late

1 spring, you know. The semester was about over,
2 but anyway it -- then we married and we lived in
3 McBee.

4 **Q. Okay. So between -- after Campbell, you came**
5 **back to McBee?**

6 A. Yes, sir.

7 **Q. Okay. All right. Give me your employment**
8 **history after returning to McBee from Campbell**
9 **University.**

10 A. Okay.

11 **Q. I heard you say Sunoco, but go ahead and give me**
12 **the other companies you worked for.**

13 A. Yeah. I went to Atlanta and worked about a year
14 for Crow, Pope and Carter. I worked in -- they
15 had like 20,000 apartments. Worked in those. I
16 don't remember the company in Charlotte, it's
17 been so long ago, but I worked for them in
18 Charlotte and Raleigh with the same thing,
19 renting out apartments or like assistant property
20 manager. Came back here and opened a Gulf
21 station for about a year, and then I went to
22 Sunoco.

23 **Q. Okay. Gulf station here in town?**

24 A. Yes, sir.

25 **Q. Okay. Is that one of the stations I see today?**

1 A. Yes, it's the lot and land was the Gulf.

2 Q. Okay. Do you own the real estate?

3 A. No.

4 Q. Okay. And what did you do for Sunoco?

5 A. Started out in the cone department, what we call
6 racking cones. And went from there to the wood
7 yard, and from the wood yard to the paper mill.
8 Worked out in the mill but progressed to the
9 office staff as a statistician and worked my way
10 up to manager of scheduling and then manager of
11 shipping and receiving. And I think it was 27
12 and a half years I left and came to manage
13 Alligator Water Company.

14 Q. Okay. Did you retire from Sunoco?

15 A. I still draw retirement but I left before 55.
16 And I started drawing retirement at 55.

17 Q. Then from there you went to Alligator?

18 A. Correct.

19 Q. Okay. What year was that?

20 A. I would just be guessing. It's been -- let me
21 think a second. Seventeen years ago --
22 approximately 2003, 2004, somewhere in that
23 range. I think I was around 53, but I --

24 Q. All right. And are you married today?

25 A. No.

1 Q. All right. How many times have you been married?

2 A. Three times.

3 Q. Okay. And tell me the names.

4 A. The first one is Patsy. Her name is Patsy
5 Bradley now. She lives in Hartsville. The
6 second one is Peggy Odom. I believe she lives in
7 Rock Hill. The last one is Karen Waller, and she
8 lives in Chesterfield.

9 Q. Do you socialize or see these ladies at all
10 anymore?

11 A. No.

12 Q. All right. Do you owe any of these ladies money,
13 whether alimony or anything of that kind?

14 A. My second wife, Peggy, she and I made a deal when
15 we divorced. We had a good bit of property, and
16 to divide the business up we made a deal that was
17 sanctioned by the court. And there are roughly
18 two more years left on payments to her on that.

19 Q. And how much are the payments?

20 A. Ten thousand dollars a month.

21 Q. And nothing is owed to the other two women?

22 A. Nothing is owed to the other two.

23 Q. Okay. Did you or wife commence the divorce
24 proceedings?

25 A. We did it together.

1 **Q. All three?**

2 A. Oh, the first one, I believe she commenced. Lord
3 I may have though, God, that's been so long ago,
4 I can't remember. The second one, she and I did
5 it together. Lawyer Spencer handled it for both
6 of us. And my third one, I believe I commenced
7 that but I wouldn't swear to it.

8 **Q. All right. And what were the grounds for the**
9 **divorces?**

10 A. All of them were that we had lived apart for a
11 year.

12 **Q. Separate and apart?**

13 A. Yeah.

14 **Q. Okay. And do you have children?**

15 A. Yes, I do.

16 **Q. Tell me their names and ages.**

17 A. I have two, Brian Shawn. He's 43. Angela Glenna
18 Astralla, and she's 46.

19 **Q. Okay. And where do they reside?**

20 A. Shawn lives on Oak Street in McBee. Angela lives
21 on Ruby Road in -- right outside of Hartsville,
22 Darlington County.

23 **Q. Okay. What do they do for a living?**

24 A. They both work for Alligator.

25 **Q. Okay. In what capacity or role?**

1 A. My son works as a field man, repair man, meter
2 turner-on, whatever, and my daughter works as a
3 clerk, taking in money.

4 Q. All right. Have you ever been convicted of a
5 crime?

6 A. No, sir.

7 Q. All right. Are you a member of any community or
8 civic clubs?

9 A. Yes, sir. On the board of directors of Sandhills
10 Medical Foundation and Sandhills Development
11 Corporation.

12 Q. Are those two related?

13 A. Well, they're all, you know, under Sandhills
14 Medical Foundation.

15 Q. The latter is a development foundation for the
16 Medical --

17 A. That's correct.

18 Q. All right. And how long have you been on the
19 board?

20 A. Twenty plus years.

21 Q. Have you served as chair?

22 A. Yes.

23 Q. Okay. Approximately how long?

24 A. Four years and probably four years as financial
25 chair.

1 Q. Are you currently a chair?

2 A. No.

3 Q. Okay.

4 A. Just got off the first of the year, thank the
5 Lord.

6 Q. Off the board entirely?

7 A. No, I'm on the board.

8 Q. Oh, still on the board, okay. Are you a member
9 of any business or trade or commercial groups?

10 A. I'm not sure I fully understand.

11 Q. Okay. Let me give you a for example. You are
12 employed by Alligator?

13 A. Correct.

14 Q. I'm going to use the word Alligator for the
15 company --

16 A. I understand.

17 Q. -- do we understand each other?

18 A. I understand.

19 Q. Okay. All right. Are you a member of any forum
20 or association relative to Alligator?

21 A. No.

22 Q. For instance, is there a rural water association?

23 A. No. There is, but Alligator's the member, so,
24 no, I'm not a member of anything.

25 Q. Okay. So using that to jog your memory, does

1 that help you with any other trade organizations
2 you may be a member of?

3 A. Yes, sir. I'm not a member of anything else.

4 Q. Okay. All right. I seem to recall one of the
5 witnesses saying you're a member of the Lions
6 Club?

7 A. That was years ago. I'm not now.

8 Q. Okay. And how long were you a member of the
9 Lions Club?

10 A. Four or five years.

11 Q. Okay. Is that located in McBee?

12 A. Yes, sir.

13 Q. All right. Okay. Does that organization still
14 operate?

15 A. Yes, sir.

16 Q. All right. Are you a member of any political
17 party?

18 A. No, sir.

19 Q. All right. Are you associated with any college
20 or school board?

21 A. No, sir.

22 Q. All right. And have you served as a board of
23 director of any organization other than the
24 Sandhills Medical facility?

25 A. Yes, sir. First Steps in Chesterfield County I

1 served on for seven, eight years. United Way,
2 probably the same thing, seven or eight years.
3 McBee High School Booster Club, probably ten
4 years. Alligator Fire District, six or eight
5 years on it. Pee Dee Fire Fighters Association
6 several years. I -- it's been so long I don't
7 really remember it. I think that's it. I could
8 miss one but it's been so long.

9 **Q. Do you regularly attend or are you a member of a**
10 **church?**

11 A. Yes, sir.

12 **Q. And what's the name?**

13 A. McBee Baptist Church.

14 **Q. And do you serve as an officer there?**

15 A. No.

16 **Q. Have you ever served as an officer?**

17 A. No.

18 **Q. Okay. All right. Have you received any service**
19 **awards, whether private or governmental?**

20 A. No.

21 **Q. All right. Tell me the offices and dates that**
22 **you've been elected to any local, state or**
23 **federal position.**

24 A. Local town council, September of 2018, mayor,
25 September of 2000. I was elected to the fire

1 board a couple of times but that was in the '90s
2 and I don't remember the exact date.

3 Q. Okay. What was your -- September 2018 is a
4 current term, correct?

5 A. Correct.

6 Q. All right. And you were mayor September 2000?

7 A. To 2002.

8 Q. Any state or federal positions?

9 A. No.

10 Q. Okay. Have you been appointed to any
11 governmental positions, whether local, state or
12 federal?

13 A. No.

14 Q. All right. We're here in part of your role as a
15 magistrate today.

16 A. Huh, I'm sorry. I thought you were talking about
17 politics. Okay, yeah, I was magistrate from '02
18 to '06.

19 Q. Have you got the months?

20 A. I believe that was commenced in April of '02 and
21 four years later to April of '06, I believe is
22 what it is.

23 Q. Did you serve the full term?

24 A. Yes.

25 Q. Okay. So you were mayor until what date,

1 **September 2002?**

2 A. Until the end of May, 2002.

3 **Q. End of May?**

4 MR. PARKER: I think you misstated it. I think he
5 said April.

6 **Q. Okay. Tell me when your term as mayor ended.**

7 A. May 2002. I'm just trying to think when the
8 appointment was to -- I resigned before I took
9 the appointment, so it was probably August 2002
10 to August 2006 on the magistrate. I'm pretty
11 sure that's correct, but, you know, remembering
12 dates 15 or 20 years ago is kind of tough.

13 **Q. All right.**

14 A. But it's right in that area.

15 **Q. And part of my question was directed to did you**
16 **resign your position as mayor to become the**
17 **magistrate?**

18 A. Correct.

19 **Q. Okay. So there may have been a few months**
20 **between?**

21 A. Right, but I also served as the municipal judge.
22 I can't tell you the dates but it was in the late
23 '90s, and I don't remember how many years that
24 was. I think it was four or five, but I can't
25 remember those dates.

1 Q. Did you resign that position and then become
2 mayor?

3 A. No. I resigned that position and ran for mayor,
4 that's correct.

5 Q. Okay. All right. The Alligator Rural Water and
6 Sewer, Incorporated, again, I'm going to refer to
7 it as Alligator, okay?

8 A. Alligator.

9 Q. Okay. All right. The registered agent for that
10 company is Glenn C. Odom, and the address is 547
11 Sandy Point Lane. You just simply haven't
12 changed the name?

13 A. Correct.

14 Q. Or address?

15 A. Correct.

16 Q. Okay. But that's -- Glenn C. Odom is you --

17 A. Correct.

18 Q. -- as the registered agent, correct?

19 A. Correct.

20 Q. All right. And the company was incorporated in
21 1987, as I understand it?

22 A. Correct.

23 Q. All right. Were you an incorporator?

24 A. Was I --

25 Q. Were you an incorporator?

1 A. Give me the definition of that.

2 Q. That started the company and incorporated it?

3 A. I was one of the board members at that time.

4 Q. All right. So you were associated with Alligator
5 from its inception?

6 A. Correct.

7 Q. Okay. And did it operate prior to 1987 as some
8 organization other than a corporation?

9 A. No, sir.

10 Q. All right. So it came into being or incepted in
11 1987?

12 A. Correct.

13 Q. Okay. And you were a board member?

14 A. Correct.

15 Q. Okay. And do you recall the names of the other
16 board members?

17 A. Charles Stoudemire, Essie Huggins. It was Mr.
18 Hoffman, Ebbie Hoffman, Cornelia Linton, Mr.
19 Sanders. How many is that? That's the only ones
20 that I remember. There could have been Mr. Hall,
21 but I don't remember if he --

22 Q. Okay.

23 A. -- you know, they kind of changed out some, so I
24 don't remember the ones that signed the original
25 papers.

1 Q. All right. You signed original papers?

2 A. Yes, sir.

3 Q. As a board member, okay. Do you recall you came
4 from Sunoco to Alligator?

5 A. Yes, sir.

6 Q. Okay. And tell me about that transition. What
7 attracted you to Alligator, or were you one of
8 the forces behind the organization?

9 A. I along with some ladies and other men in the
10 community, they went door to door and signed
11 people up for water. There was no water in the
12 rural area, and there had been several fires.
13 People's houses burned down. And then Hurricane
14 Hugo came and we didn't have water for three to
15 four weeks, no power. So that was the seller
16 right there for water. And I didn't leave Sunoco
17 in '87. It was in the 2000s, but Alligator has -
18 - you know, at that time had just grown so large
19 that it needed full-time management.

20 Q. Okay. Have you been affiliated or associated
21 with Alligator since the inception?

22 A. Correct.

23 Q. Okay. You were on the board at the inception.
24 Was there a manager?

25 A. No.

1 Q. Okay. So the position that you hold as manager
2 of Alligator did not exist at the inception?

3 A. Correct.

4 Q. So it was more or less run by the board?

5 A. Correct.

6 Q. Okay. And is your position with Alligator called
7 or described general manager?

8 A. Correct.

9 Q. Okay. And how long have you held that position?
10 Let me stop and ask you. Were you the first
11 general manager?

12 A. Yes.

13 Q. Okay.

14 A. But it'd just be a guess. I don't remember
15 exactly, and I know you want to know how many
16 years, but I can't tell -- I just can't remember
17 that.

18 Q. Well, let me try to jog your memory. Since 1987,
19 when the company was started, and how long until
20 they appointed a general manager?

21 A. Well, '91 was when -- the first year to pump any
22 water and there wasn't a general manager there.
23 When I left Sunoco, which would have been around
24 -- 2003 sticks in my mind, so that'd be about 17
25 years that I've been general manager. That's to

1 the best of my knowledge.

2 Q. So when you started on the board with Alligator,
3 you were still employed?

4 A. At Sunoco.

5 Q. Okay. And you think you ended your time with
6 Sunoco in 2003?

7 A. I think that's correct.

8 Q. Okay. Would it be accurate or fair to describe
9 your role with Alligator prior to Sunoco as part
10 time?

11 A. Correct.

12 Q. I mean, this wasn't a full-time position?

13 A. Correct.

14 Q. Okay. I'm trying to follow you here. So --

15 A. Okay.

16 Q. -- did you become manager before leaving Sunoco,
17 or was it contemporaneously with leaving Sunoco?

18 A. The latter.

19 Q. But you -- when you left Sunoco, you were on the
20 board?

21 A. No. No, I haven't been on the board -- I don't
22 think I've been on the board since the '80s.

23 Q. So you were on the board of Alligator in 1987?

24 A. Correct.

25 Q. Okay. And when did you go off the board?

1 A. I don't remember. It's been 30 years ago. I
2 just don't remember.

3 Q. Okay. And do you recall going off the board
4 before you retired from Sunoco?

5 A. Oh, yeah. Yes.

6 Q. Okay. So I can only ask the question to see if I
7 can jog your memory --

8 A. I understand.

9 Q. -- so if you came from Sunoco in 2003
10 approximately --

11 A. Yeah. I think I went off the board in the late
12 '80s, somewhere around 1990, in that range, that
13 I went off the board.

14 Q. So what role did you have, if any, between 1990
15 until you came back in 2003?

16 A. A volunteer capacity.

17 Q. Okay. Do you have any ownership in Alligator?

18 A. No.

19 Q. Okay. It's a non-profit corporation?

20 A. Correct.

21 Q. Okay. There are no shares of stock?

22 A. Well, each member technically has a share of
23 stock. It's a not-for-profit corporation.

24 Q. Uh-huh.

25 A. And technically each member has a share of stock.

1 I don't have water in my name so, therefore, I
2 wouldn't have any ownership in it.

3 Q. Okay. So your water comes from the Town of
4 McBee?

5 A. Town of McBee.

6 Q. All right. Since becoming the manager, has that
7 role been continuous?

8 A. Correct.

9 Q. Okay. And what does a manager do for Alligator?

10 A. Hires, see that employees -- see that training's
11 done, see that the by-laws and the rules that the
12 board has incorporated all of those are met, meet
13 with DHEC, meet with rural development, supervise
14 growth of Alligator and meeting with industry
15 and, you know, just day-to-day management of the
16 company, just like any company.

17 Q. And has there been a general manager other than
18 you?

19 A. No.

20 Q. Okay. Are you paid a salary by Alligator?

21 A. I'm paid a salary by Alligator.

22 Q. Okay. I've seen a management agreement between
23 Odom and Associates and Alligator, and I believe
24 your sister discussed that --

25 A. Correct.

1 Q. -- during her deposition. Are you paid by Odom
2 and Associates, or are you paid a salary by
3 Alligator?

4 A. I'm paid a salary by Alligator once a month.

5 Q. Okay. And you're an employee of Alligator?

6 A. I'm an employee of Alligator.

7 Q. Okay. And what is your monthly compensation?

8 A. Before taxes, it's ballpark, \$23,000 a month.

9 Q. Okay. And is there some form of employment bonus
10 program?

11 A. No.

12 Q. And what is Odom and Associates' role versus your
13 personal role with Alligator?

14 A. It all operates pretty well as the same. There's
15 -- it's a management contract, but there's no
16 difference in what I do than what Odom and
17 Associates contract states. I, as general
18 manager, do what's in the contract for the board.

19 Q. Is Odom and Associates a corporation --

20 A. Correct.

21 Q. -- or a limited liability company?

22 A. No, it's a corporation.

23 Q. Okay. And it is a for-profit corporation --

24 A. Correct.

25 Q. -- or not?

1 A. Profit.

2 Q. Okay. All right. And are you the sole
3 shareholder?

4 A. Correct.

5 Q. All right. Does anyone else have a legal
6 interest in Odom and Associates?

7 A. No.

8 Q. And you've talked about some real estate earlier.
9 What business or businesses does Odom and
10 Associates operate other than its role with
11 Alligator and owning rental property?

12 A. I have a warehouse business that warehouses cloth
13 and wire products for paper mills.

14 Q. Uh-huh.

15 A. And I also have some longleaf pine that I sell
16 pine straw from.

17 Q. Okay. Are you a tree farmer?

18 A. Yes.

19 Q. Approximately how many acres do you farm?

20 A. Somewhere around 1,000 acres.

21 Q. Here in Chesterfield County?

22 A. Yes.

23 Q. And where is Odom and Associates' office?

24 A. In 378 West Pine, McBee.

25 Q. Is that the physical location for Alligator?

1 A. Correct.

2 Q. Okay. And how many employees does Odom and
3 Associates have?

4 A. Two.

5 Q. Okay. And are you one of them?

6 A. No.

7 Q. Okay. Who are the two employees?

8 A. My sister, Gail Stoudemire and my brother-in-law
9 just retired from Sunoco, Charles Stoudemire.
10 Both of those are Odom and Associates' employees.

11 Q. Okay. I recall you mentioned your children. Are
12 they employed directly by Alligator?

13 A. Correct.

14 Q. Okay. And to understand, since you came back
15 from Sunoco, you've not been on the board of
16 Alligator?

17 A. Correct.

18 Q. You serve just as the general manager of
19 Alligator?

20 A. Correct.

21 Q. Okay. Other than the board, is there any other
22 position at Alligator that ranks higher than the
23 general manager?

24 A. No.

25 Q. And then I think I've seen the word president.

1 Is there a president of Alligator?

2 A. Yes.

3 Q. And is he or she a board member?

4 A. Yes.

5 Q. So that's the president of the board?

6 A. Yes.

7 Q. As opposed to chairman of the board or
8 chairperson of the board?

9 A. Yes. Yeah, it's president.

10 Q. Okay. All right. Is that an officer position of
11 Alligator?

12 A. Yes.

13 Q. Okay. So do you, as the general manager, report
14 to the president?

15 A. I report to the whole board.

16 Q. Okay. It's just that this person serves as the
17 head of the board?

18 A. Correct.

19 Q. Okay. All right.

20 MR. MCCANTS: Let's take a minute.

21 (Off the record.)

22 Q. Mr. Odom, I want to talk about the defamation
23 allegations that are in your Complaint.

24 A. Okay.

25 Q. There are there directed against Mr. Campolong,

1 and the three are, "The Defendants on a number of
2 occasions have with malice falsely accused the
3 Plaintiff with illegally using \$850,000 that was
4 received from the tobacco settlement funds and
5 used by the Chesterfield Rural Water Company.
6 Second, the Defendants on a number of occasions
7 have also with malice falsely accused the
8 plaintiff of illegally taking approximately
9 \$2,000 from an individual when he was a
10 magistrate and using the money for his own
11 benefit. Third, in June 2016, Defendants falsely
12 accused the Plaintiff of puncturing the Town of
13 McBee water line. This false accusation made
14 with malice accused the Plaintiff of a crime of
15 malicious injury to real property." Okay. And
16 those are the words from the Complaint; do you
17 understand?

18 A. Yes, sir.

19 Q. All right. What have you done in preparation for
20 your deposition today, if anything?

21 A. Reviewed the results of depositions of everyone
22 else, read the lawsuit that the Town of McBee
23 filed against me and read -- reread the newspaper
24 articles and just, you know, went over what was
25 in there.

1 Q. I believe and recall your sister made reference
2 to the newspaper articles, and this is in the
3 Link Newspaper?

4 A. Yes, sir.

5 Q. Okay. Do you have a collection of articles that
6 you have that you refer to?

7 A. Yes, sir.

8 Q. Okay. Is it a folder?

9 A. It's a binder that we keep those things in.

10 Q. Okay. And what is the purpose of the binder
11 other than to hold the documents? What's in the
12 binder?

13 A. Just to refer back to or to look at if we're
14 asked a question about something.

15 Q. Okay. Does the binder include any correspondence
16 with Mr. Parker or his office?

17 A. Yes.

18 Q. Okay. So the binder was created for this
19 litigation?

20 A. No. It was created before it, but just
21 correspondence with Mr. Parker has been added to
22 that.

23 Q. Okay. I believe Mr. Parker also represented you
24 in an election appeal; is that correct?

25 A. Correct.

1 Q. All right. Is information concerning that
2 election part of that folder or binder?

3 A. I don't think it is.

4 Q. Okay.

5 A. I just think the part of defamation is in there.

6 Q. Okay. How long have you kept that binder or
7 folder?

8 A. I really don't remember. I think the first thing
9 that's in there is dated like 2012, a letter from
10 the Town of McBee.

11 Q. Is that the letter that Mr. Parker showed my
12 client?

13 A. I don't know what he showed your client.

14 Q. Okay. You were present for that deposition,
15 correct?

16 A. Yes, but, you know, refresh my memory.

17 Q. Okay.

18 A. What did it say in the letter? I mean --

19 Q. Okay. Well, you're referring to a 2012 letter.
20 Tell me what you're referring to.

21 A. I'm referring to where the Town of McBee and the
22 mayor requested an investigation of me for
23 misusing \$850,000. And there's quite a list
24 there asking SLED to investigate me.

25 Q. Okay. And I believe that letter's been produced

1 during this civil action, correct?

2 A. Correct.

3 Q. Okay. All right. So you have that letter. What
4 other materials or documents have you read
5 written by John Campolong or on his behalf that
6 relate to the allegations in the Complaint?

7 A. The affidavit that you swore the things in the
8 Town of McBee lawsuit was correct and a letter he
9 sent out to everybody in town accusing me of --
10 several was actually crimes that he mailed to
11 everybody in McBee.

12 Q. Okay. I believe I know what you're talking
13 about, but I'm unsure. Are you talking about a
14 document that was produced at Patricia Wise's
15 deposition?

16 A. I don't think so. I -- this was a document, a
17 one-page document, that has on there what did
18 Glenn Odom do when he was mayor. And several of
19 the things were that he misappropriated -- I'm
20 paraphrasing --

21 Q. I understand.

22 A. -- \$850,000. He hired a police force that made
23 McBee a speed trap. I never hired any police
24 officers any time. But everything that he puts
25 in there is incorrect.

1 Q. Was it a campaign flyer?

2 A. Correct.

3 Q. Okay. And it compares Mr. Campolong to you?

4 A. Correct.

5 Q. Okay. And just to -- maybe if that jogs your
6 memory, is that the document that Mr. Parker
7 showed Patricia Wise during her deposition?

8 A. Yes.

9 Q. Okay. I think we're talking about the same
10 document.

11 A. Okay.

12 Q. Do you have a copy with you?

13 A. No.

14 Q. Okay. So it's an affidavit by Mr. Campolong,
15 which was filed in the Town of McBee suit against
16 Alligator and you?

17 A. Correct.

18 Q. There is the 2012 letter that the Town of McBee
19 sent to the attorney general?

20 A. Sent to -- I don't remember if that was the
21 attorney general or the head of SLED, but it was
22 one of those two --

23 Q. Okay.

24 A. -- you know, referred back and forth.

25 Q. All right.

1 A. And -- but it was one of those two.

2 Q. All right. So those three documents?

3 A. Yes.

4 Q. Are there any other documents that you contend
5 that Mr. Campolong authored or wrote or had
6 somebody on his behalf do so that relate to the
7 defamation allegations in your Complaint?

8 A. I can't definitely say that. There have been so
9 many documents. Yesterday I reviewed over 600
10 pages, and, you know, I can't state flatly that
11 that's all there is.

12 Q. Okay.

13 A. The other thing is, there are documents to Pat
14 Wise and others say that they sent to the federal
15 government. We have not gotten those yet, so I
16 can't say that's all.

17 Q. Uh-huh.

18 A. There are probably more out there.

19 Q. Okay. Well, what do you personally rely on that
20 you've seen that you contend that --

21 A. I'm personally relying on -- excuse me, I didn't
22 mean to talk over you.

23 Q. Yeah, let me --

24 A. Yeah, I --

25 Q. -- we've done well so far.

1 A. I know.

2 Q. What do you personally rely on and contend is a
3 defamatory written statement by Mr. Campolong, or
4 on his behalf?

5 A. I personally go on what Mr. Johnny Parker says.

6 Q. Well, advice of counsel, I understand. And I'm
7 not interested in your conversations between the
8 two of you. But I was asking you about -- and I
9 realize that you've looked at other documents,
10 but what in particular do you believe Mr.
11 Campolong wrote or someone wrote on his behalf
12 that been disseminated to a third person?

13 A. At least those three things that we discussed.
14 But as I stated, there are other things out there
15 that Mr. Parker is asking via FOIA for that we
16 have not gotten in hand. So -- and it seems like
17 the more depositions that we do, the more we
18 learn. So right now all I can say is the three
19 that I've read currently.

20 Q. All right. You read depositions in preparation
21 for your deposition today. Was there anything
22 extraordinary or significant that was said that
23 you wish to correct?

24 A. I did -- maybe I misstated, I didn't read
25 depositions.

1 Q. Okay. I think I misunderstood you, but you read
2 documents?

3 A. I've read documents that have been produced for
4 this whole thing, but I have not read dep- -- no
5 transcripts of depositions.

6 Q. Okay. You've had an opportunity, and I believe
7 you're appeared at the depositions, correct?

8 A. Correct.

9 Q. All right. Have you heard John Campolong say to
10 you those things which are alleged in your
11 complaint to be defamatory?

12 A. No.

13 Q. All right. Have you heard anyone else say to you
14 that John Campolong made the statements that are
15 alleged in the Complaint?

16 A. Yes.

17 Q. Okay. And who said so?

18 A. Bea Bolton, Macey Stephens. Those are the only
19 ones that I can think of right now that have told
20 me that he said that.

21 Q. Well, take your time for a moment, because --

22 A. Okay.

23 Q. -- just to let you know, I've asked for the
24 information in discovery. I do recognize the two
25 names you indicated, and they have been deposed.

1 Is there anyone else that you contend --

2 A. No.

3 Q. And it's Ms. Bolton, correct?

4 A. Correct.

5 Q. All right, and Mr. Stephens. When did they tell
6 you that Mr. Campolong made statements which are
7 related to the allegations in your Complaint?

8 A. Several times over the course of the past four
9 years, but I can't give you a date and time.

10 Q. Okay. Do you recall any specific instance? Give
11 me one instance.

12 A. Oh, several times after town council meetings.

13 Q. They left the town council meeting and said to
14 you that Mr. Campolong said something related to
15 the allegations in your Complaint?

16 A. Yes.

17 Q. Okay. Can you give me -- based on that
18 information, can you give me a particular example
19 or time or date that this communication was made
20 by either Bolton or Stephens to you?

21 A. The only thing I can say is after a town council
22 meeting in the four years preceding when I filed
23 my lawsuit. I can't give you a date and time. I
24 didn't record it so I don't know.

25 Q. Okay. Were both present --

1 A. No.

2 Q. -- both Mr. Stephens and Bolton?

3 A. No, no.

4 Q. Okay.

5 A. Mr. Stephens came to my office several times to
6 tell me about it and Ms. Bolton called me several
7 times about it.

8 Q. Okay. Has she ever told you in person?

9 A. Yes.

10 Q. And when did she do that?

11 A. Again, in the last four years, but I can't tell a
12 time and date.

13 Q. And what exactly did Bolton or Stephens tell you?

14 A. Both pretty well, paraphrasing, that, you know,
15 I'm the topic of conversation between Mr. McLeod
16 and Mr. Campolong, that I had misappropriated
17 \$850,000, and that there was 400 and something
18 thousand in the bank when I became mayor, and
19 when I left there was minus \$100,000 in the bank
20 and that type thing.

21 Q. And did you say anything in return?

22 A. I told both of them, you know, I'm willing to
23 show you the paperwork that has to do with it,
24 and I'm willing to show you the SLED
25 investigation that says none of that is true.

1 Q. Okay. I've seen the SLED investigation documents
2 that were produced in this litigation. Do you
3 have other documents which support your defense
4 of those claims?

5 A. Oh, yes. I have audits for the Town of McBee. I
6 have -- and I'm sure you've seen, again, with the
7 SLED investigation, everything from the
8 Department of Commerce and Charlie Way and all
9 those, but, you know, I have those documents, but
10 --

11 Q. Well, let me slow you down. You have audit
12 information?

13 A. Yes.

14 Q. The reason -- I've asked for these kinds of
15 documents that would support and defend your
16 allegations. And I've received a SLED production
17 report -- excuse me -- I've received the SLED
18 report information. I received one or two
19 affidavits. What other specific information do
20 you have?

21 A. I have the audits of the Town of McBee. I
22 believe they are 2000, 2001, 2002, 2003 and maybe
23 2004. I have those along with a copy of some
24 bank statements from the Town that proves that
25 all of that that was said was incorrect.

1 Q. Okay. And do you personally possess this
2 information?

3 A. I do.

4 Q. All right. If you would produce it to your
5 attorney, Mr. Parker --

6 A. Be glad to.

7 Q. -- so he can produce it. Thank you. All right.
8 Any other documents? I mean, for instance, I
9 recall your sister talking about a file folder
10 with Link Newspaper articles. You do have those,
11 correct?

12 A. Yes, I do.

13 Q. All right. Anything else while we're talking
14 about this?

15 A. It's a pretty thick folder, so I'm sure there is.
16 But I just -- you know, without going through it,
17 I can't tell you exactly. But you'll have to ask
18 Mr. Parker but I don't see any problem. I would
19 provide anything that's in there.

20 Q. I know he will and I know he'll -- I know he will
21 pull out any documents that are correspondence
22 between Mr. Parker and you. I appreciate there's
23 the protection of privilege there, but I am
24 interested in you producing those documents which
25 are not privileged that you contend support or

1 defend the claims or allegations in the
2 Complaint.

3 A. I'm trying to think of what else is in there. I
4 think the audits back up that. You said you had
5 the SLED report. SLED report, the audits. Give
6 me few seconds.

7 Q. Okay.

8 A. I believe that that's all there is in there but I
9 can't swear under oath that there's not something
10 else in there. And I know you're saying you need
11 to itemize for me to produce it but I don't mind
12 producing anything in there.

13 Q. I understand. I'm just trying to jog your memory
14 but --

15 A. Yeah, I don't remember anything else.

16 Q. Okay. All right. If you'll coordinate with Mr.
17 Parker, okay?

18 A. I'll be glad to.

19 Q. All right. Mr. Odom, what written or oral
20 evidence do you have that John Campolong knew the
21 alleged statements in your Complaint he allegedly
22 made were false?

23 A. The newspaper article, the letter he signed to --
24 for purpose of our discussion, can we use
25 attorney general?

1 Q. Yes, sir.

2 A. That letter and his campaign literature that he
3 sent out. Those are the written things.

4 Q. Okay. Those are the written documents.

5 A. Yes.

6 Q. Okay. But what evidence do you have that he knew
7 the statements were false?

8 A. Well, SLED had already investigated those things
9 and said that there was nothing wrong. So he
10 would have known from the SLED investigation.

11 Q. Okay. Did he have a copy of the SLED
12 investigation?

13 A. I can't answer that.

14 Q. Okay. You don't know that information, do you?

15 A. No, they requested that, and I'm not going to
16 assume anything, but --

17 Q. Okay. Who requested that information?

18 A. Each one of the town members of council. Shilon
19 Green, Charlie Sutton, Marilyn Fields, Kemp
20 McLeod and the mayor all signed, asking for an
21 investigation.

22 Q. Okay. I understand. They --

23 A. Those are the ones that signed it.

24 Q. All right. I understand, but the understanding
25 that SLED made a determination, and I understand

1 the solicitor made a determination there was no
2 criminal conduct. But what information,
3 evidence, oral or written, do you have Mr.
4 Campolong knew the statements were actually
5 false?

6 A. I don't have any information that -- I would have
7 no way of knowing that he knew. Obviously, he
8 doesn't confide in me, so I mean, I would have no
9 way of ascertaining that.

10 Q. Okay. And what written or oral evidence do you
11 have that John Campolong entertained serious
12 doubts about the truth of the statements that are
13 allegations of defamation in your Complaint?

14 A. I don't have any.

15 Q. Okay. And what written or oral evidence do you
16 have that John Campolong was highly aware of the
17 probable falsity of the statements of defamation
18 or allegations in your Complaint?

19 A. I don't have any.

20 Q. Okay. Do you have any written or oral evidence
21 that John Campolong acted with reckless disregard
22 for the truth of those statements?

23 A. The only thing that I rely on is the SLED report
24 that he asked for an investigation. I mean, and
25 it's common sense that I got a copy of it, they

1 would have gotten a copy of it. So he knew it
2 was incorrect, everything he's saying. So I'm
3 relying on what SLED said and, you know -- it's
4 just very hard to believe the mayor was -- and
5 town council wasn't aware of asking for an
6 investigation. SLED and the solicitor and that
7 attorney general's office investigate something,
8 and they just drop it and don't know what the
9 answer is. So --

10 **Q. The letter was written in 2012, correct?**

11 A. Correct.

12 **Q. Those persons asked for an investigation,**
13 **correct?**

14 A. Correct.

15 **Q. SLED made a determination?**

16 A. Correct.

17 **Q. But between the determination and when the letter**
18 **was written, what information do you have that**
19 **John Campolong acted with reckless disregard for**
20 **the truth?**

21 A. A lawsuit was filed. He signed an affidavit
22 stating pretty well the same things over again
23 and a piece of campaign material.

24 **Q. Okay. But did Mr. Campolong have SLED's**
25 **determination when those filings were -- or**

1 **campaign flyer was made?**

2 A. SLED filed that in January of 2013. You know, I
3 can't answer what Mr. Campolong or the town
4 council had, but obviously it's easy to ascertain
5 did they get a copy of it. I'm sure Mr. Parker
6 will talk with SLED to see -- and the solicitor
7 when they got their copies, so --

8 **Q. Well, if I recall Mr. Campolong's testimony, he**
9 **did not have a copy until this litigation.**

10 A. Well, he also --

11 **Q. Do you have any evidence otherwise?**

12 A. No. He also stated all this stuff is incorrect,
13 so maybe he made another mistake.

14 **Q. You don't know for sure?**

15 A. No.

16 **Q. And you don't have any evidence otherwise --**

17 A. No.

18 **Q. -- well, let me finish. You don't have any**
19 **evidence otherwise to support that assertion?**

20 A. No.

21 **Q. Okay. You sued Mr. McLeod and Mr. Campolong with**
22 **regard to the 2012 letter. Why did you not sue**
23 **the other members of town council?**

24 A. Ms. Fields has dementia, and I don't think any of
25 us wanted to go through that. She couldn't

1 recall anything. And I didn't sue the other two
2 on advice of counsel.

3 Q. Okay. Charlie Sutton?

4 A. Correct.

5 Q. And Shilon Green?

6 A. Correct.

7 Q. Okay. So your advice of counsel is why you did
8 not sue those two individuals?

9 A. Correct.

10 Q. All right. Who gave you that advice of counsel?

11 A. Johnny Parker.

12 Q. All right. Discussing the \$850,000 grant, okay -
13 - and I'm going to refer to it as grant; do we
14 understand each other?

15 A. Correct.

16 Q. All right. Did you prepare the paperwork for the
17 application for funds submitted to the Department
18 of Commerce?

19 A. I don't believe I did. But there again, that was
20 around 2000 and I don't -- I think me, the mayor
21 of Jefferson and Chesterfield Rural prepared it.
22 We met with Senator Holland, and then we met with
23 Governor Hodges' Chief of Staff. I don't
24 remember who prepared paperwork.

25 Q. Okay. And I do not necessarily mean literally

1 filled the form out alone. Did you contribute
2 the information for the application for funds?

3 A. Yes, all three of us did.

4 Q. All right. So you participated in that process?

5 A. That's correct.

6 Q. Okay. Do you have a copy of the application?

7 A. I don't believe so. I believe Chesterfield Rural
8 has the copy of that.

9 Q. To your best recollection, would the company have
10 it today?

11 A. I can't answer that. I --

12 Q. Okay.

13 A. -- don't think many people keep things 20 years -
14 -

15 Q. All right.

16 A. -- but I don't know.

17 Q. Well, let me ask you this. Does Charlie Gray
18 operate --

19 A. Correct.

20 Q. -- Chesterfield Rural. Have you discussed that
21 document with him during the course of this civil
22 action?

23 A. No.

24 Q. Okay. You were the mayor of the Town of McBee
25 when the grant was obtained and applied for?

1 A. Correct.

2 Q. Okay. Did you inform the citizens of McBee that
3 you were doing this?

4 A. Yes.

5 Q. Okay. How did you do that?

6 A. Public hearing.

7 Q. Okay. Now I understand there are minutes of town
8 council, but was there a public hearing
9 otherwise?

10 A. That public hearing was called and a first
11 reading and then a second reading.

12 Q. Okay. So we're talking about the minutes which
13 have been produced in this civil action, correct?

14 A. Correct.

15 Q. We can look at those. Let's look at -- I'm going
16 to refer to this document. This is Exhibit 4,
17 which was marked in Patricia Wise's deposition.
18 We were discussing -- I believe that document
19 earlier -- is that the document you were
20 referring to?

21 A. Yes, sir.

22 Q. Okay.

23 MR. PARKER: Is this in the documents you produced as
24 being part of the deposition?

25 MR. MCCANTS: Yes.

1 Q. Exhibit 4 of Patricia Wise's deposition, correct?

2 That's the document --

3 A. Yes.

4 Q. -- you were referring to --

5 A. Yes.

6 Q. -- we were discussing earlier?

7 A. Yes.

8 Q. Okay. All right.

9 MR. MCCANTS: If you would, mark that.

10 (Defendant's Exhibit Number 1 was marked for
11 identification purposes - (1 page) Grand Award
12 Agreement.)

13 Q. I've marked a document, Exhibit Number 1; can you
14 identify that document, please?

15 MR. PARKER: It's Exhibit 1. He's asking you about
16 it.

17 Q. I'm asking you to identify Exhibit 1.

18 A. Oh, I'm sorry.

19 Q. I'm sorry.

20 A. I'm sorry.

21 Q. No apology necessary.

22 A. Yes, that's -- Number 1's fine.

23 Q. Okay. Tell us what that document is.

24 A. That is where the state provided \$850,000 of
25 tobacco funds to increase the water line from

1 Chesterfield Rural's pump station to the Town of
2 Jefferson from 12 inch to 16 inch to supply water
3 to their industry, the only one they had, Caro-
4 Knit. And I believe they had about 500 employees
5 they were going to lose without this.

6 Q. Okay. The document reads, the acceptance of this
7 water creates a contract between the State of
8 South Carolina and the grantee. So this was a
9 contract between the Town of McBee and the State
10 of South Carolina; is that correct?

11 A. Correct. It's pass-through money from the State.

12 Q. It's a contract between the Town of McBee and the
13 State of South Carolina, correct?

14 A. Correct.

15 Q. And you signed this document in your capacity as
16 what position?

17 A. Mayor.

18 Q. All right. Before you is a letter dated May 9th,
19 2001, and it's addressed to your attention as the
20 Mayor of McBee; is that correct?

21 (Defendant's Exhibit Number 2 was marked for
22 identification purposes - (1 page) Letter dated
23 5/9/01.)

24 A. Yes.

25 Q. And this is coming from Charles S. Way, Jr. who I

1 understand was head of the Department of
2 Commerce; is that correct?

3 A. Correct.

4 Q. All right. And will you tell me what this
5 transmittal is referring to?

6 A. It's a grant to run a water line from
7 Chesterfield County Rural Water Company to the
8 Town of Jefferson.

9 Q. Okay. It relates to Exhibit Number 1, correct?

10 A. Correct.

11 Q. Okay. It's the same project, correct?

12 A. Correct.

13 Q. And it refers to the \$850,000 grant awarded to
14 the Town of McBee, correct?

15 A. Correct.

16 Q. And the last paragraph refers to a major portion
17 of the funds coming from the U.S. Department of
18 Agriculture? So if I recall, I've read that
19 there were other parts of this project which were
20 being funded by another organization or
21 governmental entity; is that correct?

22 A. Correct.

23 Q. All right. Hand that to Mr. Parker. And can you
24 identify the document I handed to you, which is
25 Number 3?

1 (Defendant's Exhibit Number 3 was marked for
2 identification purposes - (1 page) Town Council
3 Minutes 5/9/01.)

4 A. Yeah. It's town council minutes from May 9th,
5 2001.

6 Q. Okay. Is this the public hearing you referred to
7 earlier?

8 A. It doesn't say anything about public hearing in
9 there.

10 Q. But is this the -- is there a difference between
11 special council meeting and public hearing?

12 A. I believe the purpose of the meeting was that.
13 I'm not sure the secretary typed public hearing -
14 -

15 Q. Okay.

16 A. -- but that was the intent of the meeting.

17 Q. All right. And I may not know how the Town of
18 McBee operates in that way, but is special
19 council meeting, is that something the public can
20 attend?

21 A. Yes.

22 Q. Okay. All right. And William Edwards is the
23 gentleman we have deposed in this case, right?

24 A. Yes.

25 Q. And Mr. Edwards, was he employed by Alligator at

1 the time of this meeting?

2 A. No.

3 Q. All right. I believe he says he was in his
4 deposition, been employed by Alligator since the
5 late '90s; does that jog your memory?

6 A. He was a rural mail carrier at that time.

7 Q. At the time of May 9th, 2001?

8 A. Yeah.

9 Q. Okay. In your mind, when did he -- or to your
10 recollection, when did he -- or when was he
11 employed first by Alligator?

12 A. I really can't remember when he was employed by
13 Alligator. When he came to work for Alligator,
14 he did work after he got off his mail route, but
15 I just can't swear to the date. And he could be
16 correct. I don't believe he's correct, but
17 reading through some other documents -- okay, let
18 me tell you where I've messed up. In the -- some
19 of the filings, it says the Town is saying that
20 George Tiller and Will Edwards were members of
21 town council, and they worked for Alligator at
22 that time. And neither one of them did, but I
23 can't remember that specific date. I can't --

24 Q. I'm not sure I followed you entirely --

25 A. Okay.

1 Q. -- so they were on town council and worked for
2 Alligator?

3 A. Well, they did not when they were on council but
4 this doesn't have George Tiller on here.

5 Q. Correct.

6 A. But I can't swear to whether Will was or wasn't
7 on this date. I --

8 Q. You don't know one way or the other?

9 A. No, I don't. I'm sorry.

10 Q. All right. Let me follow up on something you
11 just said. You said he was a rural mail carrier
12 and did some work for Alligator?

13 A. Yes.

14 Q. Okay. So he was dual employment, if you will?

15 A. Well, he worked part time, like 7:00 in the
16 morning until lunch, delivering the mail, and
17 then that afternoon he would do some work for
18 Alligator.

19 Q. Two jobs?

20 A. Correct.

21 Q. Okay. When you say do some work for Alligator,
22 was he employed by Alligator?

23 A. Yes.

24 Q. Okay. As I understand from his deposition, today
25 he does work for Nestle, but he's not employed by

1 **Nestle; is that correct?**

2 A. Correct. He's an independent contractor.

3 **Q. So in the discussion we were having just a moment**
4 **ago about delivering the mail in the morning and**
5 **working for Alligator in the afternoon, he was**
6 **employed by Alligator?**

7 A. I think that's correct.

8 **Q. All right.**

9 A. But again that's 20 years ago. It's hard to
10 remember.

11 **Q. Gilbert Horton, who is Gilbert Horton?**

12 A. Gilbert Horton is a gentleman that lives beside
13 the cemetery, and I think he served one term on
14 council.

15 **Q. Do you know him personally?**

16 A. I know everybody in McBee personally but not --
17 we don't party together or -- I haven't seen
18 Gilbert in four or five years. I don't think
19 he's in good health.

20 **Q. Okay. And Sherry Knight, who is Sherry Knight?**

21 A. Sherry Knight, I go to church with Sherry, and
22 she was, of course, on council at that time.

23 **Q. Okay. Sherry Knight's on the board of Alligator?**

24 A. No. Oh, I'm sorry. Yes. She filled a place
25 last year of our president that passed away.

1 She's on the board of Alligator.

2 Q. Okay. Does she have any prior association with
3 Alligator?

4 A. No.

5 Q. So the first time she became associated with
6 Alligator was last year?

7 A. Yes, sir.

8 Q. Okay. And who is Davie Walters?

9 A. Davie Walters was a guy in the community. His
10 mother and father were raised here. I think he
11 served one term. I haven't seen Davie Walters in
12 -- since I was mayor, probably 16, 18 years ago.

13 Q. Okay. And what did he do for a living?

14 A. I don't know.

15 Q. Did he work for Alligator?

16 A. No.

17 Q. Okay. All right. You've been on council -- have
18 you been on town council before this present
19 term?

20 A. No.

21 Q. Okay. You've been mayor?

22 A. Yes.

23 Q. Correct? Okay. And in your role as mayor, does
24 the Town of McBee Council ordinarily approve the
25 minutes at a next meeting?

1 A. Yes.

2 Q. Okay. So when you go to a meeting in March and
3 there was a meeting in February, one of the
4 things that would be done in the March hearing is
5 to approve the minutes of the last hearing,
6 correct, or last meeting?

7 A. Correct.

8 Q. Okay. All right. So somebody put marks around a
9 paragraph, and it says, Mayor Odom said the
10 Alligator Rural Water had received a grant for
11 \$850,000 for water lines in Jefferson; is that
12 statement correct?

13 A. Yes.

14 Q. Okay. And we've been over the grant agreement
15 and the letters from the Department of Commerce,
16 and they seem to indicate or state that the grant
17 was awarded to the Town of McBee; is that
18 correct?

19 A. That's correct.

20 Q. So is it correct to say that Alligator Rural
21 Water had received the grant?

22 A. That's incorrect.

23 Q. Okay.

24 A. The clerk could have made a typo there.

25 Q. Okay.

1 A. The meetings weren't recorded, and --

2 Q. Okay.

3 A. -- again, that could have been a typo from the
4 secretary.

5 Q. Well, wouldn't the council have caught that typo
6 at the following meeting when it approved the
7 minutes?

8 A. I can't answer what council would have caught.

9 Q. Well, you were mayor, correct?

10 A. Obviously, we didn't catch it.

11 Q. Okay. I think you later in the SLED materials
12 told a SLED person that the minutes were
13 incorrect. And I will represent to you these
14 minutes were part of the SLED documents, okay?

15 A. I agree.

16 Q. Okay. You've seen these in the SLED production,
17 correct?

18 A. Correct.

19 Q. Okay. And these being the town council meetings.
20 And I believe told the person who was
21 investigating that the minutes were incorrect,
22 okay; you understand?

23 A. Correct.

24 Q. All right. When did you first learn that the
25 minutes were incorrect?

1 A. During the SLED investigation.

2 Q. Okay. And it says that Alligator was receiving
3 the grant. And the second sentence says, he
4 wanted to know if the town would agree to let the
5 money pass through the town. If Alligator was
6 receiving a grant, why was it necessary for the
7 money to pass through the town?

8 A. The conversation in the beginning was that
9 Alligator -- Chesterfield Rural in Jefferson --
10 as I stated, we met with the senator. The line
11 needed to be enlarged to keep the jobs in the
12 county, which would benefit everybody in
13 Chesterfield County. It was state dollars, so it
14 had to pass through either the county or a
15 municipality. The county would have to have it
16 at the next meeting in June, so it was just
17 easier to pass through the Town of McBee because
18 it was ultimately going to Chesterfield Rural
19 Water, and that's what the State agreed to do in
20 the beginning. That's why it was just passed
21 through, through the town, to Chesterfield Rural
22 Water. It was intended for them all along.

23 Q. Who is them?

24 A. Chesterfield Rural Water Company.

25 Q. Okay.

1 A. As part of their USDA project.

2 Q. Okay. Was it represented to you that the Town of
3 McBee or the municipality could only apply for
4 the grant?

5 A. Well, it -- yes.

6 Q. Okay. And who represented that to you?

7 A. The state, that it had to be -- or pass through a
8 local government entity.

9 Q. Okay.

10 MR. MCCANTS: Let's mark that one.

11 (Defendant's Exhibit Number 4 was marked for
12 identification purposes - (1 page) Town Council
13 Minutes 5/16/01.)

14 Q. The document in front of you, would you identify
15 that document, please?

16 A. It's the town council meeting of May 16th, 2001.

17 Q. And does this relate to the grant?

18 A. Yes.

19 Q. Okay. And it says, a second reading was done on
20 the Alligator Water to transfer the grant money
21 to the town and then to Alligator Water; is that
22 statement true?

23 A. Correct.

24 Q. The statement is true?

25 A. Correct.

1 Q. Okay. And was -- it says the water transfer to
2 the town and then to Alligator. Was the money
3 transferred to Alligator Water?

4 A. I believe that's correct, and then -- I really
5 can't remember whether the check was written
6 directly to Chesterfield Rural or Alligator. I'm
7 thinking it was written from the town to
8 Chesterfield Rural Water Company.

9 Q. Okay. What was your role with Alligator at this
10 time, these town council meetings?

11 A. I didn't have any role with Alligator.

12 Q. You weren't doing work with them at that time?

13 A. Well, I mean, I've always done work with them but
14 I wasn't general manager.

15 Q. Okay. And they did not have a general manager,
16 correct?

17 A. That's correct.

18 Q. All right. And let's see. It looks like
19 Councilman Edwards and Councilwoman Knight made
20 the motion to approve, correct?

21 A. Correct.

22 Q. All right. Now I believe this information is
23 incorrect because I think we know that the check
24 went to Chesterfield Water. Was that correction
25 made at a subsequent town meeting?

1 A. I don't believe so.

2 Q. Okay. And when did you first learn that that
3 information was incorrect?

4 A. During the SLED investigation.

5 Q. Okay.

6 A. I'll retract that. I think I just learned it
7 now, but --

8 Q. I think I saw some information with Blanche
9 Gardner's name on it for this period of time.
10 Was she a clerk?

11 A. Correct.

12 Q. At the time of these minutes?

13 A. Correct.

14 Q. Who would actually take the minutes?

15 A. Blanche Gardner.

16 Q. I think you said you didn't have a recording
17 device, but who would actually --

18 A. Blanche Gardner.

19 Q. Okay. All right. Is she still with the town?

20 A. No.

21 Q. Okay. Was she the town clerk while you were
22 mayor?

23 A. Yes.

24 Q. Okay. For the full term?

25 A. Yes.

1 Q. Okay. Did she leave -- when did she leave the
2 position as town clerk?

3 A. It was after I began the magistrate's term, so I
4 don't -- I don't know when she left.

5 Q. I mean, do you know the circumstances of her
6 leaving?

7 A. No.

8 Q. Did she retire, or was she terminated, or did she
9 voluntarily go?

10 A. I believe she was terminated.

11 Q. Okay. And do you know why she was terminated?

12 A. No.

13 Q. All right. Okay. Mr. Odom, in front of you is a
14 newspaper article, and I believe it's from the
15 Link; is that your understanding?

16 (Defendant's Exhibit Number 5 was marked for
17 identification purposes - (1 page) Newspaper Article.)

18 A. Correct.

19 Q. Okay. And this was, I believe, part of the
20 production from SLED. And it references this
21 tobacco money to fund water and sewer lines, and
22 it makes reference to Cheraw and Chesterfield.
23 And those two towns apparently received
24 approximately 3.78 million dollars to establish a
25 water and sewer connecting both of the towns; is

1 that correct?

2 A. Correct.

3 Q. Okay. And then McBee is noted in the article in
4 the next to last paragraph -- well, let me first
5 say, Pageland is the last recipient for \$188,000,
6 and then McBee is said to receive \$850,000 from
7 the tobacco settlement. And this discusses the
8 16-inch water line you talked about earlier,
9 correct?

10 A. Correct.

11 Q. And the line will be used to serve approximately
12 200 families and to strengthen the chances of
13 landing a buyer for the defunct Caro-Knit plant
14 that closed in May 2001; is that correct?

15 A. Correct.

16 Q. Is the Caro-Knit plant that closed in May 2001 --
17 has it been occupied since?

18 A. No.

19 Q. Okay. So it's sitting dormant?

20 A. Correct.

21 Q. Who owns the plant?

22 A. I have no idea.

23 Q. The real estate?

24 A. I have no idea.

25 Q. Okay. And the line will be used to serve

1 **approximately 200 families. Tell me about that.**

2 A. That's the Town of Jefferson's water, but that's
3 an incorrect -- along with the \$188,000 grant to
4 Pageland. That 16-inch water line that the 850
5 was used for --

6 **Q. Uh-huh.**

7 A. -- supplies water to not only Pageland but to Mt.
8 Croghan, Ruby and Chesterfield. So that 850
9 supplies water to about 80 percent of
10 Chesterfield County.

11 **Q. Okay. Have you read this article before today?**

12 A. Yes.

13 **Q. Okay. Mr. Odom, I've handed you a document. And**
14 **at the top it says, narrative, okay?**

15 (Defendant's Exhibit Number 6 was marked for
16 identification purposes - (1 page) Narrative.)

17 A. Yes.

18 **Q. And take a moment to -- you've seen this document**
19 **before, correct?**

20 A. Yes.

21 **Q. Okay. Take a moment, just look at it and refresh**
22 **your memory.**

23 A. Okay.

24 **Q. It appears, and correct me if I'm wrong -- was**
25 **this part of the application for funds to the**

1 **Department of Commerce?**

2 A. Correct.

3 **Q. Okay. Who wrote this document?**

4 A. I'm not sure who wrote the document. I really --
5 I don't remember who wrote it.

6 **Q. And just to be clear, I don't mean type it, but**
7 **who provided the information?**

8 A. I don't remember. I feel like it was done by the
9 economic development people in Chesterfield
10 County, but I -- I can't say for sure.

11 **Q. Okay. Is there any information in there that's**
12 **incorrect, and really, the first paragraph, the**
13 **first two paragraphs?**

14 A. I don't see anything --

15 **Q. Okay.**

16 A. -- that's not correct.

17 **Q. All right. Did Charlie Gray with Chesterfield**
18 **Rural contact you about this project?**

19 A. My recollection is the Lynches River, Jefferson's
20 source of water, had dried completely up in the
21 drought. The mayor had contacted Charlie Gray
22 and contacted me, and we had a meeting, the three
23 of us together, and --

24 **Q. To be clear, when you mayor, you mean mayor of**
25 **the Town of Jefferson?**

1 A. Mayor of the Town of Jefferson.

2 Q. Okay.

3 A. And the three of us went and met with the senator
4 and then with the governor's office, and they
5 determined the best way to do this project and
6 enlarge the water line -- and again, it was their
7 suggestion to do the pass-through that -- I mean,
8 obviously, it was good for the whole county, but
9 there again, the mayor of Jefferson, Charlie Gray
10 and myself met.

11 Q. Okay. Chesterfield County Rural Water Company,
12 that's a private non-profit company?

13 A. I think it's a 501(c)(3).

14 Q. Okay. Is it a company similar to Alligator?

15 A. Correct.

16 Q. Okay. All right. It's not a governmental
17 entity?

18 A. No.

19 Q. All right. And how much water does Alligator
20 supply to Chesterfield Rural County on a monthly
21 basis?

22 A. Sixty to 70 million gallons. At that time it was
23 probably 20 million.

24 Q. Okay. Does Chesterfield County Rural depend
25 mostly on Alligator for its supply of water?

1 A. One hundred percent now.

2 Q. Now?

3 A. Now.

4 Q. Okay. For how long?

5 A. Approximately two years ago they bought water
6 from Anson County, North Carolina, and Cheraw,
7 but because of the river water that you're fixing
8 to take a drink of, they had a lot of complaints.
9 So they decided to buy all their water from
10 Alligator, which is ground water.

11 Q. Okay. Let me ask you about some of the features
12 in this paragraph here.

13 A. Uh-huh.

14 Q. There's a new transmission line, 16 inches,
15 correct?

16 A. Correct.

17 Q. And it was upgraded from a smaller pipe?

18 A. It was not actually put in the ground, but rural
19 development will not let you put in more than the
20 maximum needed. And for future development and
21 to take care of Caro-Knit, it was determine by
22 the engineers, needed a 16-inch line. So
23 therefore, that's why we went to the State to get
24 more money, but the ten never actually went in
25 the ground. It was engineered but then it was

1 changed over to the 16.

2 **Q. All right. Who constructed the line?**

3 A. Chesterfield Rural's contractor. It was bid out
4 per rural development, and as I remember, several
5 companies bid on it but I don't who the actual
6 contractor was. I didn't have anything to do
7 with any of that. It was Chesterfield Rural.

8 **Q. Okay. And then there's a 300,000-gallon elevated**
9 **tank, correct?**

10 A. Yes. That's a project -- also includes the
11 transmission line of 300,000-gallon tank and a --
12 yeah --

13 **Q. Booster pump station.**

14 A. Booster pump station.

15 **Q. Okay.**

16 A. Was -- belongs to Chesterfield Rural but it's on
17 Alligator's property. We just let them have that
18 to -- so they wouldn't have to buy another piece.
19 I believe the 300,000-gallon water tank is
20 outside of Pageland. It belongs to Chesterfield
21 Rural.

22 **Q. Okay. So the tank belongs to Chesterfield Rural?**

23 A. Correct.

24 **Q. And the booster pump station, which was installed**
25 **to accommodate a rise between Alligator Water and**

1 Jefferson -- the booster pump station belongs to
2 Chesterfield Rural?

3 A. Correct.

4 Q. Okay. Has Alligator had any part in maintaining
5 these -- this infrastructure?

6 A. No.

7 Q. Okay. Does Alligator supply the water that flows
8 through the line?

9 A. Correct.

10 Q. Okay. And since -- and Alligator sells that
11 water, correct?

12 A. Correct.

13 Q. How much water flows through that line,
14 approximately, per month?

15 A. About 30 million a month.

16 Q. Gallons?

17 A. Thirty million gallons, correct.

18 Q. Okay. All right. So there is some financial
19 benefit to Alligator, correct?

20 A. Very little. It's sold as wholesale water,
21 correct.

22 Q. All right. Flows to them on a monthly basis,
23 correct?

24 A. Correct.

25 Q. And has Alligator been supplying and selling

1 water that goes through that line since its
2 construction?

3 A. Correct.

4 Q. And continues to do so today?

5 A. Correct.

6 Q. All right. So why did Alligator then obtain the
7 grant instead of the Town of McBee?

8 A. Because it had to pass through a governmental
9 entity in the county or Chesterfield Rural would
10 have applied for it.

11 Q. Okay. And so the grant benefitted the Town of
12 Jefferson, did it not?

13 A. Correct.

14 Q. So why didn't the Town of Jefferson obtain the
15 grant?

16 A. I don't remember that discussion that far back.

17 Q. Okay. So if the Town of Jefferson had obtained
18 the grant -- I mean, it was qualified to do so,
19 correct?

20 A. Correct.

21 Q. Just like Pageland did, just like Cheraw and
22 Chesterfield did, correct?

23 A. Correct.

24 Q. So if the Town of Jefferson had obtained the
25 grant, wouldn't that free up the Town of McBee to

1 obtain a grant itself for a project that more
2 directly benefitted the Town of McBee?

3 A. McBee had no project to ask for.

4 Q. Okay. And you told Mr. Lovelace that, correct?

5 A. Yes.

6 Q. Okay. Why didn't Chesterfield County Rural use
7 its own money to fund this \$850,000 upgrade?

8 A. They, like any other rural water company, don't
9 have any excess funds. It's a non-profit, and
10 the State had the tobacco money that would go
11 somewhere anyway. So, you know, the three of us
12 went to the senator and he sent us to the
13 governor, and they worked this plan out.

14 Q. Okay. What money does the Town of McBee earn or
15 receive today as a result of the installation of
16 the water line funded by the grant?

17 A. The town citizens benefit because their property
18 taxes are lower because without this line half of
19 Chesterfield County would be a desert. There
20 would be no water in it. So therefore, tax
21 benefits throughout the county help the people in
22 the Town of McBee pay less taxes.

23 Q. Okay. But does the Town of McBee earn any money
24 directly for the supply of water?

25 A. No.

1 Q. You indicated that there was not another project
2 at the time just a moment ago, correct?

3 A. Correct.

4 Q. And Mr. Lovelace made the same remark or some
5 words to that effect, correct?

6 A. Correct.

7 Q. So the town wells were closed down at the time
8 this grant was obtained, right?

9 A. Correct.

10 Q. And I think I've read in a Court of Appeals
11 decision the history, that there were some
12 unsatisfactory ratings from DHEC from 1995 to
13 1999 --

14 A. Correct.

15 Q. -- and the town stopped operating the wells in
16 1999, correct?

17 A. Correct.

18 Q. And so when did Alligator take over the
19 operation?

20 A. I believe it was about 1999 when DHEC stepped in,
21 threatened to fine them \$10,000 a day because
22 they had been unsatisfactory in their sanitary
23 survey, which is DHEC's once-a-year inspection
24 for the last 12 years.

25 Q. Okay. So why you not use the grant to improve

1 **the Town of McBee wells or system?**

2 A. Because Alligator was selling it to them for
3 about 95 cents per 1,000 gallons, and you can't
4 operate a system at that. I mean, we were
5 working with them to keep them to where they were
6 making money, and they were getting clean water.
7 And their other well would cost so much money to
8 rehab. There again, they've put gack filters on
9 it --

10 **Q. Uh-huh.**

11 A. -- and reconditioned that well, and it was just
12 more expensive than it was worth.

13 **Q. Okay. But there was a project that could be**
14 **done, correct?**

15 A. Yes.

16 **Q. Okay. And how much has the town spent on these**
17 **filters?**

18 A. Not only the filters, but the mayor has told Mr.
19 Parker in deposition one and a half million
20 dollars.

21 **Q. On upgrades or improvements?**

22 A. Yes.

23 **Q. So the \$850,000 would go a long way towards those**
24 **improvements, correct?**

25 A. Yes.

1 Q. Do you want the Town of McBee to operate its
2 wells and supply water?

3 A. Yes. Alligator voted seven years ago for them to
4 start them back up. We were happy with that.

5 Q. Alligator did?

6 A. Yes, it's in the board minutes.

7 Q. The Alligator board minutes?

8 A. Correct.

9 Q. And tell me a little more about that. What do
10 you mean they voted for them or the Town of McBee
11 to do?

12 A. Well, it's been ongoing discussions for years,
13 and the mayor asked to do it. So, you know,
14 again we're waiting on the town to get a permit
15 to operate.

16 Q. Okay. So the town does not have a permit to
17 operate?

18 A. No.

19 Q. I thought I read with the DHEC information that
20 there is an operational permit?

21 A. Did you read DHEC or the newspaper?

22 Q. I read the South Carolina Court of Appeals.

23 A. They have a conditional --

24 Q. Correct.

25 A. -- permit.

1 Q. Right.

2 A. They have not met the conditions, and I believe
3 they awarded that in 2013. I think the justice
4 asked why have you not met the conditions.

5 Q. So you went to the hearing?

6 A. Sir?

7 Q. You went to the hearing?

8 A. I did.

9 Q. Okay. Is that the one in Columbia?

10 A. Yes, sir.

11 Q. Okay. So it's a conditional permit?

12 A. Correct.

13 Q. And didn't they receive something in 2016 to
14 operate?

15 A. They haven't met the con- -- that's the
16 conditional permit, but they have not met the
17 conditions.

18 Q. Okay. And who determines whether the conditions
19 are met or not?

20 A. DHEC.

21 Q. Okay. And it's your testimony that DHEC has not
22 signed off on those conditions being met in order
23 for the town to operate the wells?

24 A. That's not mine. That's the DHEC attorney said
25 that at the administrative law court hearing.

1 When questioned, Mr. Zeigler said we can turn on
2 the wells tomorrow. McBee has a permit to
3 operate. When the attorney for DHEC stood and
4 was asked, he said, paraphrasing, that's
5 incorrect. They have a conditional permit. And
6 then when whatever the chief at the
7 administrative law court asked Mr. Zeigler why
8 haven't y'all done it, he shrugged his shoulders.
9 So they still have a conditional permit. They
10 can't go turn the wells on today and be in DHEC
11 compliance.

12 **Q. Okay. And how do they do that? How does the**
13 **Town of McBee turn them on? I mean, is DHEC**
14 **restricting them from turning the wells on and**
15 **using them?**

16 **A.** Well, they'd be in -- technically in violation if
17 they put water in their system and haven't met
18 the conditions of the DHEC permit?

19 **Q. Well, who gives the stamp of approval to move**
20 **forward?**

21 **A.** DHEC.

22 **Q. Okay. And is there something more that DHEC has**
23 **to do in writing pursuant to some directive to**
24 **allow the wells to operate?**

25 **A.** I don't know that.

1 Q. Okay.

2 A. You know, I just heard in court McBee has not met
3 the conditions of the permit.

4 Q. Okay. The permits --

5 A. And I haven't read it.

6 Q. Okay. You haven't read the permit?

7 A. No, and -- you know, I have -- I haven't read the
8 permit.

9 Q. Okay. So this is a general understanding on your
10 part without having read the permit?

11 A. That's correct.

12 Q. Okay. All right. In the grant application
13 process, who represented Alligator's legal
14 counsel?

15 A. That would be William Spencer in Chesterfield.

16 Q. Okay.

17 A. He also represents Chesterfield Rural.

18 Q. Okay. Did he also represent the Town of McBee in
19 the grant application?

20 A. I don't remember that.

21 Q. Okay.

22 A. I'm sorry.

23 Q. Okay. Would you identify the document in front
24 of you, please?

25 (Defendant's Exhibit Number 7 was marked for

1 identification purposes - (1 page) Letter dated
2 3/13/02.)

3 A. It's asking for the payment of the funds on the
4 \$850,000 grant.

5 Q. Okay. And it -- you signed the letter, correct?

6 A. Correct.

7 Q. In your capacity as mayor, correct?

8 A. Correct.

9 Q. And it indicates the project is complete?

10 A. Correct.

11 Q. So was the funding of the \$850,000 a one-time
12 funding?

13 A. Well, I mean, that way it reads that this
14 constitutes the last draw, so we probably just
15 drew it one time.

16 Q. Okay.

17 A. And then forwarded it to Chesterfield Rural.

18 Q. Okay. And just to close that loop. We talked
19 about it a moment ago, if you'll identify that
20 for me, the next document. And if you could,
21 identify that exhibit, please.

22 (Defendant's Exhibit Number 8 was marked for
23 identification purposes - (1 page) Check.)

24 A. A check from the Town of McBee. I think that
25 says Chesterfield Rural Water on April 9th,

1 \$850,000.

2 **Q. Okay. So it looks like you asked for the money**
3 **on March 13th, 2002, and a check was written to**
4 **Chesterfield Rural Water Company on April 9,**
5 **2002, correct?**

6 **A. Correct.**

7 **Q. And as we know, the money first came to the Town**
8 **of McBee, did it not?**

9 **A. Yes.**

10 **Q. Okay.**

11 MR. MCCANTS: Let's go ahead and mark that.
12 (Defendant's Exhibit Number 9 was marked for
13 identification purposes - (1 page) Bank Register.)

14 **Q. Okay. So this is a summary of the checking**
15 **account from the bank, correct?**

16 **A. Correct.**

17 MR. MCLEOD: Can we stop for a minute here, or if you
18 need to keep on going, I'm just going to be right
19 back.

20 MR. PARKER: Well, let's take a break.

21 MR. MCCANTS: Let's take a break.

22 (A short break was taken.)

23 **Q. Okay. You have a document in front of you, which**
24 **appears to be a balance statement prepared by the**
25 **Town of McBee or from accounting or a bank**

1 statement. And this is a bank statement that
2 shows the money from the grant coming in and then
3 being paid out, correct?

4 A. Correct.

5 Q. The \$850,000, correct?

6 A. Correct.

7 Q. And we've looked at the check, and that's the
8 check made out to Chesterfield Rural, which is
9 the check going out of this bank statement,
10 correct?

11 A. Correct.

12 Q. All right. Did the town do improvements to the
13 water system at a later date after this grant?

14 A. Yes.

15 Q. The Town of McBee water system, correct?

16 A. Yes.

17 Q. And what improvements were done?

18 A. Essentially a whole new water system was put in
19 when it was learned that the McBee water system
20 had asbestos concrete pipe.

21 Q. Okay.

22 A. And after taking samples, DHEC lettered back,
23 said that it contained the most asbestos of any
24 system they had seen in the state. It did not
25 meet the criteria of going over the MCL of EPA,

1 but they'd found that it continues to progress
2 more degradation.

3 **Q. Was there some governmental directive to remove**
4 **and replace the pipe?**

5 A. No, they recommended it would be best to do, and
6 --

7 **Q. DHEC recommended it?**

8 A. Yes.

9 **Q. Okay. You were not mayor at the time?**

10 A. No.

11 **Q. Okay. Were you the magistrate at the time?**

12 A. Yes.

13 **Q. Okay. So it was during your tenure as**
14 **magistrate?**

15 A. That's correct.

16 **Q. Okay. And who was the mayor?**

17 A. I think Will Edwards was the mayor --

18 **Q. Okay.**

19 A. -- at that time when the Glohman grant was
20 applied for.

21 **Q. Okay. Would the grant that we've been talking**
22 **about, the \$850,000, would that be suitable for**
23 **use to improve the water lines?**

24 A. All of that money -- all that tobacco money was
25 gone by the time that the asbestos came up, so --

1 Q. No, I understand. But would it be appropriate to
2 use that \$850,000 for those improvements, or
3 would it be outside the scope of a grant?

4 A. Well, again, that was the governor's call so I
5 can't answer that.

6 Q. Well, the governor doesn't, you know, require you
7 or direct you to use the money, does it not, the
8 governor?

9 A. Well, the governor provided these funds from
10 tobacco money. But tobacco money was available
11 in 2002, 2003, and the asbestos was found, I
12 think in '04, so all the tobacco money was gone
13 by then.

14 Q. Okay. Was any other work performed prior to the
15 asbestos line work? Was any other work performed
16 to the system, the Town of McBee water system,
17 prior to that time?

18 A. None except Alligator had run a water line on
19 Eleventh Street where there was no water, at no
20 charge to the town. And Alligator, under
21 contract with McBee, had tied in to the town's
22 system to provide them water, but that was paid
23 for by Alligator.

24 Q. Does Alligator have an accountant?

25 A. Yes.

1 Q. And who is the accountant?

2 A. That is Karen Currin in Hartsville. That's -- I
3 think the name of the firm is Phillips and Currin
4 --

5 Q. Okay.

6 A. -- and Associates.

7 Q. Does Alligator have a CPA or a bookkeeper on
8 staff?

9 A. No.

10 Q. So Ms. Currin does all the financial --

11 A. Yes, she --

12 Q. -- information for Alligator?

13 A. That's the CPA firm, yes.

14 Q. Okay. Do you know at any time that John
15 Campolong, while he was mayor, obtained a federal
16 estate grant that was directed or used for the
17 business he operates?

18 A. I don't know.

19 Q. You were interviewed by SLED?

20 A. Yes.

21 Q. And you were interviewed by SLED resulting from
22 the 2012 letter that we've discussed earlier?

23 A. Yes.

24 Q. Okay. Before we do that, I want to identify a
25 couple more documents. Okay. Do you recognize

1 **the document?**

2 (Defendant's Exhibit Number 10 was marked for
3 identification purposes - (2 pages) Closing
4 Certificate of Grant Recipient.)

5 A. Yes.

6 **Q. Okay. And generally what is this document?**

7 A. It's a standard closing form that the Department
8 of Commerce instructed us to sign that -- with
9 the applicable dates.

10 **Q. All right. If you'll identify the document in**
11 **front of you.**

12 (Defendant's Exhibit Number 11 was marked for
13 identification purposes - (2 pages) Letter dated
14 2/7/02.)

15 A. Regarding the \$850,000 grant, a letter from
16 Spencer Law Firm. He states the Town of McBee is
17 an established political subdivision. The
18 recipient is authorized under the South Carolina
19 Constitution to receive the proceeds and that the
20 recipient will comply with the requirements.

21 **Q. Okay. And you may be familiar with this, but in**
22 **closing it may be required to have a closing**
23 **lawyer give an opinion, a legal opinion --**

24 A. Yes.

25 **Q. -- correct? You're familiar with this kind of**

1 document, correct?

2 A. Yes.

3 Q. All right. And so Mr. Spencer was the town
4 attorney?

5 A. Yes.

6 Q. Okay.

7 MR. MCCANTS: Mark that one.

8 Q. All right. What did SLED tell you the purpose of
9 the interview was when they approached you?

10 A. He didn't tell me. He asked me did I know what
11 it was about. And I told him, no, I didn't have
12 a clue. And he said the mayor and the Town had
13 filed a complaint asking for an investigation on
14 numerous --

15 Q. Uh-huh.

16 A. -- things. I told him let's get it done.

17 Q. Okay. And did he tell you the nature of the
18 complaints?

19 A. No.

20 Q. How did you respond?

21 A. Well, he went over what items that he was
22 investigating, you know, one at a time and that -
23 - you know, I don't remember what order it was
24 in, but he -- you know, he would bring up one of
25 the subjects that they said I had committed, and

1 would want my testimony and my documents to back
2 it up, and --

3 Q. Correct.

4 A. -- each one.

5 Q. He told you the allegation --

6 A. Correct.

7 Q. -- and then you responded?

8 A. Correct.

9 Q. And I recall your sister participated in the
10 process of obtaining documents, correct?

11 A. Correct.

12 Q. For instance, she went and found documents
13 associated with the \$850,000 grant, correct?

14 A. Correct.

15 Q. And she went and found documents associated with
16 the magistrate's check?

17 A. Correct.

18 Q. She went to Sandhills Bank and got that
19 information, correct?

20 A. Correct.

21 Q. Okay. So you knew the nature of the allegations
22 and the sum and substance of the allegations, and
23 you collected the information to refute those
24 allegations?

25 A. Correct.

1 Q. Okay. I think SLED asked you or you volunteered
2 to give statements with regard to the
3 allegations, and I'm going to hand you two
4 documents which appear to be signed by you.

5 (Defendant's Exhibit Number 12 was marked for
6 identification purposes - (1 page) Statement dated
7 11/24/12.)

8 (Defendant's Exhibit Number 13 was marked for
9 identification purposes - (1 page) Statement dated
10 11/26/12.)

11 A. All right.

12 Q. Okay. You recognize these two documents?

13 A. Yes.

14 Q. And are these your statements?

15 A. Yes.

16 Q. Provided to SLED?

17 A. Yes.

18 Q. And one of them at least has a Michael Anderson
19 name on it.

20 A. Yes.

21 Q. Was he the investigator?

22 A. Yes.

23 Q. Okay. Do you know Mr. Anderson other than
24 through this situation?

25 A. I think when he was a lieutenant of SLED I met

1 him a couple of times in the course of magistrate
2 -- you know, being a magistrate.

3 Q. Did you know him fairly well?

4 A. No.

5 Q. All right. These two statements discuss or cover
6 the allegations in the Complaint, do they not?

7 A. Correct.

8 Q. In other words, there's the magistrate check,
9 your response and the \$850,000 grant and your
10 response, correct?

11 A. Correct.

12 Q. And of course, the punctured water line did not
13 occur until later years, so it would not be
14 relevant or even an issue --

15 A. Correct.

16 Q. -- correct? Okay. Let's see. Were you present
17 with counsel, or did you have counsel
18 representation for this SLED investigation?

19 A. Not present with counsel on the deal with the
20 check.

21 Q. Now make sure we heard each other. Counsel as in
22 lawyer?

23 A. Yeah, counsel.

24 Q. Okay.

25 A. My sister counseled me, but I know I didn't have

1 any counsel there --

2 **Q. What's there?**

3 A. I'm sorry. On Exhibit 12. To the best of my
4 knowledge, I didn't have any counsel on 13
5 either.

6 **Q. Okay. But you're talking about to write those --**

7 A. Correct.

8 **Q. I think I read in the SLED interview that -- you**
9 **were interviewed in person, correct?**

10 A. Yes.

11 **Q. And who was present.**

12 A. Yeah. Dealing with the \$850,000, Charlie Gray,
13 and William Spencer was the Town of McBee,
14 Alligator and Chesterfield Rural Water's
15 attorney.

16 **Q. Okay. Was Mr. Gray present during the interview?**

17 A. Yes.

18 **Q. Okay.**

19 A. No, I'm sorry. Well, he was, yeah.

20 **Q. Yeah, that's my question. Who -- go ahead.**

21 A. Lieutenant Anderson came to Chesterfield and
22 interviewed me and Charlie Gray in the presence
23 of Billy Spencer.

24 **Q. Okay. Anyone else in the room?**

25 A. No.

1 Q. Okay. You've listed Mr. Spencer as a witness in
2 this case; did you know that?

3 A. Yeah, yeah, Mr. Parker listed him as witness.

4 Q. Mr. Parker may have drafted it, but I would
5 assume you gave information to Mr. Parker. And
6 I'm not interested in the conversation.

7 A. Well, I understand.

8 Q. So Mr. Spencer's --

9 A. Yes.

10 Q. -- listed. What testimony would you expect from
11 Mr. Spencer?

12 A. The process of OIG investigations. And he has
13 knowledge of that and that's why he was put down
14 as a witness.

15 Q. I'm not following you. What is that?

16 A. Office of the Inspector General --

17 Q. Okay.

18 A. -- investigations.

19 Q. Is that relevant to the allegations in the
20 Complaint?

21 A. Yes.

22 Q. Okay. How so?

23 A. It's more complaints that came out -- I mean,
24 it's more investigations that came out complaints
25 to the U.S. Attorney's Office by Ms. Wise and the

1 mayor.

2 **Q. Okay. And what was the resolution of those**
3 **complaints?**

4 A. Rural Development came and met with us and said
5 there was nothing found illegal at all, and the
6 investigations were closed. I also have a letter
7 from the attorney that represented me and
8 Alligator from Nexsen Pruet that nothing was
9 found wrong, and the investigations have been
10 closed.

11 **Q. Okay. A letter from Nexsen Pruet?**

12 A. Yes.

13 **Q. And who did that law firm represent?**

14 A. I believe they represented me.

15 **Q. Okay. Mark Moore?**

16 A. Yes.

17 **Q. Okay. And so Mr. Spencer is knowledgeable of the**
18 **OIG investigation?**

19 A. Yes, because he was Alligator's attorney. And
20 they were investigating Alligator and me, an
21 audit and a criminal investigation, on two
22 occasions.

23 **Q. And what occasions were those?**

24 A. I don't have the exact dates but it seems like
25 late 2012 and then again in 2014 or early 2015.

1 I don't remember exactly.

2 **Q. And when were the investigations concluded?**

3 A. 2012 was concluded, I believe, in 2013. And I
4 don't remember the letter from Mark saying when
5 the second one was closed. But it takes them
6 about a year and a half to write one letter. So,
7 you know, it took a good while, but I don't
8 remember exact dates.

9 **Q. Do you have a file on this investigation?**

10 A. Yes.

11 **Q. Okay. I've not seen information about the OIG**
12 **for the purpose of this lawsuit. Would you**
13 **produce that to Mr. Parker so he can produce it**
14 **to us --**

15 A. Yes.

16 **Q. -- if it's a matter related to this lawsuit and**
17 **the relief you seek.**

18 A. We'll do it.

19 **Q. Okay. Any problem with producing those**
20 **documents?**

21 A. No.

22 **Q. And again, if there's a correspondence that's**
23 **protected by the attorney/client privilege, then**
24 **that's something that can be dealt with**
25 **separately. But the other documents, if you will**

1 **produce them, okay?**

2 A. I will

3 **Q. All right. Okay. Can you tell me who or what**
4 **entity Callahan and Associates is?**

5 (Defendant's Exhibit Number 14 was marked for
6 identification purposes - (2 pages) Letter dated
7 2/6/02.)

8 A. Callahan and Associates is an engineer that
9 Chesterfield Rural and Alligator uses to do
10 engineering. Every project has to be certified
11 by an engineer and engineered by them to get
12 funds from rural development or economic
13 development or a bank.

14 **Q. Okay. Is it the exclusive engineering firm?**

15 A. It is for us and Chesterfield Rural.

16 **Q. In other words, you're not aware of any other**
17 **projects, or projects where another engineering**
18 **firm was used, correct?**

19 A. Yes. Chester -- well, not with Alligator, but
20 Chesterfield Rural had used B.P. Barber also, and
21 I think they still do use them some. I'm not
22 sure.

23 **Q. Is B.P. Barber still in business?**

24 A. I think Mr. Barber -- last time I saw him he was
25 in real bad shape, but I don't know whether he's

1 passed or not. But Mike Hannah that was with him
2 opened up his own firm, and Mike is doing like
3 B.P. used to do, Hartsville. Now Mike Hannah's
4 doing Hartsville.

5 **Q. I'm sorry. Mike --**

6 A. Hannah.

7 **Q. Hannah?**

8 A. Yeah.

9 **Q. Okay. And who is William Callahan?**

10 A. William Callahan is the owner of Callahan and
11 Associates, and I did not remember that he was
12 Chesterfield Rural's engineer on that project. I
13 actually thought it B.P. Barber.

14 **Q. Okay.**

15 A. And I don't know why Callahan would write the
16 letter, but B.P. Barber did the engineering part.

17 **Q. I want to -- do you know Mr. Callahan?**

18 A. Yes.

19 **Q. Is he the principal behind Callahan and**
20 **Associates?**

21 A. Yes.

22 **Q. It's not his father --**

23 A. No.

24 **Q. -- or uncle?**

25 A. No.

1 Q. All right. So do you know him well?

2 A. Yes.

3 Q. Okay. Is he a personal friend?

4 A. I wouldn't say that. But, you know, he's been
5 Alligator's engineer since 1987 so I've known him
6 a long time. I wouldn't say friends. We don't
7 party together. I mean, I see him when it's to
8 do with the engineering only.

9 Q. Do you do any other business with him outside of
10 his role as an engineer?

11 A. No.

12 Q. Okay. You don't own any property with him?

13 A. No.

14 Q. Okay. On the second page -- the second page
15 before it says if there any questions, it reads,
16 the \$850,000.00 grant from your agency has to be
17 -- or has be spent which I think they meant --
18 I'll read it again. The \$850,000 grant from your
19 agency has been spent. We request on behalf of
20 the Town of McBee that the \$850,000 be reimbursed
21 to the Town of McBee as soon as possible. So do
22 I understand from this that the work has already
23 been done and performed and the contractors have
24 already been paid and then the grant money would
25 then be used to reimburse someone?

1 A. That's what it states in the letter.

2 Q. Do you understand --

3 A. I understand.

4 Q. -- my point?

5 A. I understand.

6 Q. I have the impression that the grant was given,
7 the money was paid and then was used to actual
8 construction.

9 A. Correct.

10 Q. Pay contractors, et cetera.

11 A. Correct.

12 Q. But it appears that the contractors who built the
13 line, booster pump and woke the line had already
14 done the work and been paid, correct?

15 A. Correct. Yeah, correct.

16 Q. So my question is who would have paid the
17 contractors first before the grant money was
18 released?

19 A. Chesterfield Rural Water Company.

20 Q. Okay. Can you identify this exhibit?

21 (Defendant's Exhibit Number 15 was marked for
22 identification purposes - (1 page) Letter dated
23 8/31/01.)

24 A. That's a letter from EDA awarding a one-and-a-
25 half-million-dollar grant to install two wells

1 and a tank.

2 Q. Okay. And this, of course, is the federal
3 government, correct?

4 A. Correct.

5 Q. All right. And there's a date stamp at the top
6 that says August 31st, 2001.

7 A. Correct.

8 Q. Okay. And it's going to the construction of a
9 200,000-gallon elevated water tank and two new 5
10 GPM wells?

11 A. Correct.

12 Q. Water mains. Is this the same elevated water
13 tank that we had discussed previously that was
14 done in conjunction with the grant?

15 A. No.

16 Q. Okay. How does this elevated water tank differ?

17 A. The other one, I believe, was in Chesterfield
18 Rural Water's area, which is at -- up towards
19 Pageland, but this is a separate project. And I
20 would have to look at rural development's loan
21 and grant package that tied into this. But this
22 200,000-gallon tank is not the 300,000-gallon
23 tank that was pointed out in the other project.

24 Q. That was part of my question. Is this a
25 misprint, or is this a different tank altogether?

1 A. That's a different tank.

2 Q. Okay. Do you know where it's located?

3 A. No. We've got six or seven tanks and I would
4 have to look back at that project. We've done
5 approximately 15 projects.

6 Q. Let's go off the record.

7 (A lunch break was taken at this point.)

8 Q. Mr. Odom, I'm not sure we talked about it but did
9 you own the Huddle House at one point?

10 A. Yes.

11 Q. And how long did you own that business?

12 A. About 18 years.

13 Q. Do you own the land?

14 A. I sold it and a middle eastern gentleman has an
15 option on it. But Odom and Associates owns it by
16 -- you know, by itself. Me as principal owner, I
17 own it. I still own it but he is leasing with
18 option to buy.

19 Q. Is he current on his obligations?

20 A. Yes.

21 Q. He bought the business with the lease option to
22 purchase the real estate?

23 A. That's correct.

24 Q. All right. I'm not trying to contradict
25 something you said earlier but I'm just going to

1 confirm a period of time that we talked about and
2 this was your Chesterfield magistrate term. I
3 found some information that said April 30th,
4 2002, and it expired on April 30th, 2006; do you
5 think that's accurate?

6 A. That's correct.

7 Q. All right.

8 A. Because I was thinking I resigned early May from
9 the mayor's job, but it could have been early
10 April.

11 Q. All right. Were you a city or town magistrate
12 before?

13 A. Yes, that's what I said. I was municipal
14 attorney (sic), I believe, for five years before
15 I was mayor.

16 Q. Okay. Do you have any legal training?

17 A. Yes.

18 Q. And --

19 A. But legal -- you know, the courses that you're
20 mandated by the state to take, not law school
21 type, whatever.

22 Q. Right. Just whatever you're required by South
23 Carolina Supreme Court to take as a magistrate,
24 correct?

25 A. Correct.

1 Q. Okay. All right. Why did you want to be a
2 magistrate?

3 A. I've just always been interested. The gentleman
4 prior to me was the longest serving magistrate in
5 the state.

6 Q. Uh-huh.

7 A. And I saw he how he helped a lot of people. We
8 have a lot of people down here that can't read
9 and write. And it's like he told me, he spent
10 about half of his time reading their mail for
11 them and getting them to understand what they
12 needed to do, and I did a lot of that. And, you
13 know, just helping people more than anything
14 else.

15 Q. Who was the prior magistrate?

16 A. Corky Pate was his name.

17 Q. Okay. Did you serve your full term?

18 A. Yes.

19 Q. Okay. And were you employed by the County?

20 A. Yes.

21 Q. It was a county position?

22 A. Yes.

23 Q. Okay. And were you full time?

24 A. No. All the magistrates at that time were part
25 time.

1 Q. Okay. And what does part time mean, roughly?

2 A. It seems like that was 20 hours a week back then.

3 Q. Okay. So you could hold another job?

4 A. Yes.

5 Q. Okay. And during this period of time, 2002 to
6 2006, were you employed by Alligator?

7 A. Yes. And, you know, most of those hours of 20
8 hours a week was you'd -- we rotated around. I
9 don't remember how many magistrates, four or five
10 in the county. Somebody had to go to the jail in
11 Chesterfield twice a day and on the weekends, so
12 a lot of your hours were spent at the jailhouse.

13 Q. Driving to Chesterfield?

14 A. Yeah, and that was after -- it seems like we did
15 bond hearings like 6:00 in the evening and real
16 early in the morning and bond hearings on --
17 twice on Saturday and Sunday. So a lot of your
18 20 hours were spent outside of a normal working
19 day in Chesterfield.

20 Q. Okay. And being employed by Alligator at the
21 same time you were a magistrate, what position
22 did you hold with Alligator?

23 A. General manager.

24 Q. Okay. Did the County have a chief magistrate?

25 A. Yes.

1 Q. Did you serve as the chief?

2 A. No.

3 Q. Who was the chief during the time?

4 A. Ms. Burch. I don't remember her first name.

5 Q. Are you saying Burch?

6 A. Burch, B-U-R-C-H. She's deceased now.

7 Q. Was she related to Judge Burch?

8 A. Distant cousins.

9 Q. Okay. Now you have a relation to Judge Burch, do
10 you not?

11 A. Distant cousins.

12 Q. Okay. Do you know how distant?

13 A. Sixth, seventh, eighth, something like that,
14 cousin, way off. His father and my grandmother
15 were like fourth cousins or, you know, way down
16 the line.

17 Q. Now the person involved with the subject with
18 regard to the magistrate is this check that was
19 written, and that's the substance of your
20 allegations in your Complaint, correct?

21 A. Correct.

22 Q. Okay. And the person who wrote the check was a
23 Willene Coward?

24 A. Willene.

25 Q. Willene, okay. And do you know Willene Coward?

1 A. I knew her when she was living. She's deceased.

2 Q. She's deceased?

3 A. Yeah.

4 Q. And her son was Butch?

5 A. Yes.

6 Q. Is he living?

7 A. He's deceased also. He lived across the street
8 from my house.

9 Q. Did you know him personally?

10 A. Yeah, I mean, I knew him on a hey, Butch, how are
11 you type thing.

12 Q. Uh-huh.

13 A. Not -- I mean, we weren't technically friends --

14 Q. All right.

15 A. -- just again, McBee's 700 people, so --

16 Q. You didn't party together, as you've used before?

17 A. No, no, no. He liked things I didn't like, but -
18 -

19 Q. Okay. How long ago did Ms. Coward pass away?

20 A. Five, six years ago.

21 Q. Do you remember her?

22 A. Yeah.

23 Q. In terms of the subject matter, do you remember
24 this occasion?

25 A. Yeah, yeah.

1 Q. Do you?

2 A. I remember when they both came to my office.

3 Q. Okay. Your magistrate's office?

4 A. Yeah.

5 Q. Where was your magistrate's office located?

6 A. Where Alligator is. There was a room in there
7 that we held court on -- in.

8 Q. Okay. Are there any other businesses that are
9 run out of that location?

10 A. No.

11 Q. Okay. So tell me what you remember about this
12 encounter, if you will --

13 A. Okay.

14 Q. -- with Ms. Coward and her son, Butch.

15 A. There were quite a number of tickets, and it
16 seems like to me -- I went over them yesterday on
17 the SLED report. It was like ten tickets --

18 Q. Uh-huh.

19 A. -- and Officer Francis worked this area and
20 brought his cases to me. And he was a straight
21 up officer, and he'd give somebody a break, but
22 just adding up what Butch could have had was a --
23 I don't know, roughly \$5,000 and prison time or
24 whatever. And I told her that we can cut this
25 stuff half in two and knock off some of it. And

1 I think that the total fine was like 2,300 but
2 Butch had given the officers some trouble and
3 they weren't willing to cut a whole lot. And I
4 think there was a DUI in there. And I just
5 didn't cut DUIs. But I told them, you know,
6 we'll be happy to do whatever here to cut it
7 back. And she wrote the check to me and really
8 didn't exchange words. And on my -- you know,
9 she wrote it to Glenn Odom. I had a lady that
10 handled all magistrate business and she deposited
11 it in the bank in my magistrate's account. And
12 then she transferred that to Chesterfield County
13 Magistrate's. But remembering back, Butch was
14 very humble and she didn't have anything to say.

15 Q. Well, I can't talk to her now because she's
16 deceased but the SLED report says that she was
17 interviewed. And the SLED report says Ms. Coward
18 said that you very rudely said, "Just pay the
19 fine and make the check payable to me." Is that
20 statement true?

21 A. No.

22 Q. Okay. And the SLED report also says in some
23 words, to paraphrase, that you did not tell Butch
24 Coward he could have a jury trial and how he
25 wanted to plead. You said, "Write the check or

1 60 days in jail." Is the sum and substance of
2 that statement true?

3 A. That's incorrect.

4 Q. Okay.

5 A. That's not the way I ran magistrate court.

6 Q. Is this the -- if you'll review that, the two
7 pages, and then we can mark that.

8 MR. MCCANTS: What number, please.

9 COURT REPORTER: Sixteen.

10 (Defendant's Exhibit Number 16 was marked for
11 identification purposes - (2 pages) Check #4084.)

12 A. Sixteen

13 Q. Sixteen, okay. Can you identify Exhibit 16,
14 which is two pages.

15 A. A check from Willene Coward to Glenn Odom. I
16 think it says down in the left, Butch's fine,
17 \$2,327, paid to the order of Sandhills Bank,
18 where it was deposited --

19 Q. Uh-huh.

20 A. -- in my magistrate's account.

21 Q. Did you have checks made payable to the
22 Chesterfield County Treasurer's Office?

23 A. No. I mean, when -- at the end of the month when
24 it was transferred to Chesterfield by my
25 assistant, I would assume that was written to the

1 Treasurer of Chesterfield County, but --

2 **Q. But you didn't have individual persons who came**
3 **before you who paid a fine write the check out to**
4 **Chesterfield County --**

5 A. No.

6 **Q. -- Treasurer?**

7 A. No. Some of them wrote it to magistrate's
8 office. Some of them wrote it to me.

9 **Q. Okay. What would they write on there if they**
10 **wrote it to the magistrate's office?**

11 A. I would assume they did like Ms. Coward, Butch's
12 fine. They --

13 **Q. Well, that identifies the fine. But in terms of**
14 **paid to the order of, if it were being made**
15 **payable to the magistrate's office, how would**
16 **that be written?**

17 A. They -- you know, again, that was 15 to 16 years
18 ago. And I mean, I don't -- don't recall. We
19 didn't take a lot of checks. Most of it was in
20 cash or cashier's check, certified check. I
21 don't remember taking very many checks. Just a
22 few people that I think were here in town. We
23 never took out of state checks or whatever.
24 There were so many fraudulent checks.

25 **Q. How far are you from the North Carolina border?**

1 A. Thirty miles or so.

2 Q. So you probably see some people coming down U.S.
3 1?

4 A. Lots, lots. That would have been --

5 Q. From out of state?

6 A. -- probably talking about 75, 80 percent,
7 especially troopers would have written tickets on
8 the main road to people out of state.

9 Q. Okay. How was your office identified? For
10 instance, were you District Four? Was there any
11 identifying --

12 A. No.

13 Q. And there were five magistrates?

14 A. There's one at Pageland, two at Chesterfield, one
15 at Cheraw, one at Patrick and one in McBee. I
16 think there was two in Cheraw. There was seven.

17 Q. Okay. But was there any identifying information
18 or mark for your office?

19 A. No.

20 Q. Okay. So you were just a Chesterfield County
21 magistrate located in McBee, South Carolina?

22 A. Correct.

23 Q. Okay. And you indicated that persons would write
24 checks out to -- could or did write checks out to
25 the magistrate's court. How would that be

1 **written, pay to the order of?**

2 A. There again, we took very few checks. I'd just
3 be guessing if I told you. I can't swear to what
4 they wrote it to.

5 **Q. Well, would you be able to endorse a check that**
6 **said, for instance, Chesterfield County**
7 **Magistrate?**

8 A. I think it would have been just as this one is,
9 deposit to the account. But I couldn't endorse a
10 check to the magistrate, pay to the order of
11 Sandhill for deposit only. And that's a stamp
12 that my assistant would have stamped on the back
13 of each check. So if they wrote it to
14 Chesterfield County Magistrate, she would stamp
15 it and deposit it in this account.

16 **Q. So pay to the order of Sandhills Bank for deposit**
17 **only, Glenn C. Odom, that's your magistrate's**
18 **account?**

19 A. Yeah, I had no other account with Sandhills Bank.
20 My --

21 **Q. But you had other accounts, correct?**

22 A. Sir?

23 **Q. You had other accounts, correct?**

24 A. Yeah, I had an account with Sunoco Credit Union
25 in Hartsville. That's where I did my personal

1 business. I did not have a personal account with
2 Sandhills because I didn't want the appearance of
3 commingling funds.

4 Q. Well, I'm not saying you did but could you have
5 deposited this check in your Sunoco account since
6 it's made out to Glenn C. Odom?

7 A. Yeah, I could have.

8 Q. Uh-huh. I mean, there's no distinguishing mark
9 that says magistrate or magistrate's court,
10 correct?

11 A. That's correct.

12 MR. MCCANTS: Number 17?

13 COURT REPORTER: Yes, sir.

14 (Defendant's Exhibit Number 17 was marked for
15 identification purposes - (1 page) Copy of Deposit
16 Slip and Check.)

17 Q. Okay. If you'll tell me what Exhibit 17 is,
18 please?

19 A. A deposit ticket in Glenn Odom Chesterfield
20 County Magistrate's account and it includes the
21 check from Willene Coward.

22 Q. Okay. Do you have a copy of this deposit slip
23 with the routing number and account number not
24 blacked out?

25 A. No. That -- all those records were turned into

1 Chesterfield County whenever I left as
2 magistrate.

3 **Q. Who did the redaction?**

4 A. I have no idea.

5 **Q. Okay. But somehow or another this was produced**
6 **by your lawyer's office.**

7 A. No, I had no lawyer in the SLED investi- --

8 **Q. I mean presently, Mr. Parker's office.**

9 A. I don't know the answer to that.

10 **Q. Okay.**

11 MR. PARKER: I would presume that came out of the SLED
12 investigation documents you have.

13 MR. MCCANTS: Well, I'm not aware of it.

14 **Q. So you do not have a copy of this deposit slip --**

15 A. No.

16 **Q. -- unredacted?**

17 A. No, sir. Whenever my four years was up, then you
18 had to turn in everything to the county for them
19 to audit it, and I don't have any of this.

20 **Q. Okay. I think I understand what you just said.**
21 **So does Chesterfield -- who did you turn it in**
22 **to?**

23 A. Turned it into the chief magistrate. I remember
24 taking her, you know, one or two like copying
25 paper boxes full of documents.

1 Q. Okay. Have you asked for that information during
2 the course of this lawsuit?

3 A. No.

4 Q. Okay. Do you know whether the County would still
5 maintain those records?

6 A. No.

7 Q. You don't know one way or the other?

8 A. No.

9 Q. Okay. You understand as a magistrate, a county
10 magistrate, you'd be subject to the Code of
11 Judicial Conduct?

12 A. Yes.

13 Q. Okay. Did you ever have any complaints filed
14 against you with either the South Carolina
15 Supreme Court or whatever court administration
16 authority?

17 A. I think I had one that was filed by a fellow but
18 I don't remember the basis of that. It had
19 something to do with he was going around digging
20 graves for his wife and taking her and showing
21 her the graves. And I don't remember if it was
22 even about a restraining order but there again,
23 it's been so long I -- but --

24 Q. And what was the disposition of that?

25 A. That I had done nothing wrong.

1 Q. Okay. And where was that grievance of complaint
2 filed?

3 A. I really don't know. It's been so long I don't
4 recall it. I don't even recall his name.

5 Q. Okay. I'm going to try to ask it another way.
6 Generally speaking, if you have a grievance
7 against a lawyer, you can complain to an
8 organization with our South Carolina Supreme
9 Court, and you can do the same with a judge.

10 A. Correct.

11 Q. Okay. So I would assume in your position as a
12 judge that a disgruntled person could file a
13 grievance against you. And so, do you recall
14 that being done with our court?

15 A. I don't think he filed with the Office of
16 Disciplinary Counsel.

17 Q. Okay.

18 A. My mind wants to say he complained to SLED, but
19 that may be wrong, too. But it wasn't ODC that
20 he complained to.

21 Q. Okay. You're familiar with the ODC?

22 A. Yes.

23 Q. Okay. Have you had any involvement with them?

24 A. No.

25 Q. Okay. And are you familiar with the orders of

1 the South Carolina Supreme Court issue with
2 regard to accounting by magistrates?

3 A. Pretty well.

4 Q. Pretty well?

5 A. Yes, sir.

6 Q. Do you have copies of them?

7 A. I had copies back then when we had bench books.
8 And, you know, I turned those in for the next
9 magistrate, so --

10 Q. And who followed you as a magistrate?

11 A. Allen Teal.

12 Q. Okay. Is Mr. Teal still living?

13 A. Yes.

14 Q. Is he still in town?

15 A. Lives right outside of McBee. He served two
16 years of his four-year term and resigned, and he
17 lives right out at the edge of McBee.

18 Q. Remind me. You turned the records over to your
19 successor or to the County?

20 A. Chief Magistrate Burch.

21 Q. Chief Magistrate?

22 A. Yeah.

23 Q. Okay. All right. I want to talk to you some
24 about this punctured pipe issue in your
25 Complaint. And you say that -- in paragraph six

1 of your Complaint, "In June 2016, Defendants
2 falsely accused Plaintiff of puncturing the Town
3 of McBee water line." What is your basis for the
4 June 2016 date? What happened then? What did
5 you read or hear?

6 A. We had a very bad thunderstorm that afternoon and
7 was having a meeting at Alligator with several
8 key employees, and --

9 Q. Can I stop you? I thought I read the puncture
10 occurred in 2015. Is this 2016 date in your
11 Complaint a misprint, or do I have the puncture
12 date wrong?

13 A. I can't swear which one right now. There's an
14 affidavit from Mr. Oliver that states the day of
15 it --

16 Q. Correct. I'm looking at the affidavit, and we'll
17 look at in a minute --

18 A. Okay.

19 Q. -- but it says the break that occurred on June
20 18th, 2015 on the Third Avenue, four-inch line.

21 A. That's when the -- that's the situation. I don't
22 where the mixup is, '16 or '15, but, you know,
23 again I'm not saying either --

24 Q. Just to put a -- no, no, no. Let me -- I just
25 make sure with regard to the date we're on the

1 same page, because I may have been confused that
2 something was said or written in June 2016.

3 That's what your Complaint says, and if it's a
4 misprint, you know, I understand --

5 A. Yeah.

6 Q. -- just tell me. Do you think it's a misprint?

7 A. I really don't know. The situation is the same,
8 the four-inch pipe.

9 Q. Right.

10 A. But I don't know if it happened in '15 or '16.

11 Q. Okay. I'm going to assume for now that the June
12 18th, 2015 date is correct. All right. Unless
13 you have something different.

14 A. Well -- and I don't. I don't remember the date.

15 Q. Okay. Well, let's just --

16 A. Let's say the situation is the same, whether '15
17 and '16. I mean, again, we can look back at the
18 date because we have an affidavit from my field
19 superintendent. I mean, we can make sure the
20 date's -- it may be a typo there.

21 Q. Right. And --

22 A. But it's the same situation.

23 Q. -- it may be simply a typo. I'm just --

24 A. I'll agree.

25 Q. I've not seen an affidavit from your field

1 superintendent. Who is that? Is that Mr.
2 Watkins?

3 A. Jim McLeod.

4 Q. Jim McLeod. And Mr. McLeod at the time worked
5 for the town and Alligator?

6 A. No, just Alligator.

7 Q. Okay. And he prepared a affidavit for the town
8 suit?

9 A. No.

10 Q. No?

11 A. An affidavit just to put in the file of what
12 actually transpired on that date. So on that
13 affidavit should show the date of when the
14 repairs and incident transpired. So I can go
15 pull his affidavit and give it to Mr. Parker.

16 Q. Okay. When you say affidavit, you mean a
17 notarized statement?

18 A. Yes.

19 Q. Okay. So if you'll deliver that to Mr. Parker.
20 Any other affidavits you have?

21 A. No.

22 Q. That I'm unaware of, okay.

23 MR. PARKER: You mean about this? Obviously he might
24 have other affidavits.

25 Q. Well, that's what I'm asking. Do you have any

1 other affidavits relative to this lawsuit and
2 your allegations in the Complaint. Not just with
3 regard to the puncture, but do you have any other
4 affidavits?

5 A. That's kind of a broad statement. I don't really
6 know. It's just hard -- I'm not going to say no
7 because I don't know. I'm sorry.

8 Q. All right. Well, let me just follow up and try
9 to see if I can jog your memory. Have you had
10 someone prepare an affidavit during the course of
11 this lawsuit for the purpose of your bringing
12 this lawsuit?

13 A. No.

14 Q. Okay. It sounds like the McLeod affidavit was
15 prepared more at the time when the break
16 happened?

17 A. That's correct.

18 Q. Okay. So really it was prepared three years
19 before this lawsuit?

20 A. That's correct.

21 Q. Okay. So with that in mind, there are no other
22 affidavits you have that you're using in this
23 lawsuit with regard to the allegations in the
24 Complaint, any of the allegations?

25 A. Not since the -- not since the lawsuit has been

1 filed.

2 Q. Okay.

3 A. I've done no affidavits after.

4 Q. Well, is there another affidavit other than Mr.
5 McLeod that you think's pertinent?

6 A. I don't know the answer to that. I don't
7 remember any --

8 Q. Okay.

9 A. -- but --

10 Q. Well, if you remember one ---

11 A. -- I'm 70 years old. I don't remember one, but
12 if I see one, I'll give it to Mr. Parker --

13 Q. Okay.

14 A. -- and give it to you.

15 Q. Thank you. Okay. Do you recognize the document?
16 (Defendant's Exhibit Number 18 was marked for
17 identification purposes - (15 pages) Affidavit of Joey
18 Oliver.)

19 A. Yes, 18.

20 Q. Have you read it before?

21 A. Yes.

22 Q. Okay. This is an affidavit from Joey Oliver,
23 correct?

24 A. Correct.

25 Q. And he's apparently a principal with Oliver

1 **Environmental Services. Are you familiar with**
2 **Mr. Oliver?**

3 A. Correct.

4 **Q. And tell me how you know him?**

5 A. I just -- I've seen him around town several
6 times. Really never had a conversation with him.

7 **Q. Well, what does he do?**

8 A. He's responsible for operating the Town of
9 McBee's water system.

10 **Q. Okay. Is he a professional engineer?**

11 A. I don't know that.

12 **Q. Okay. All right. This reflects that on**
13 **Thursday, June 18th, 2015, I responded to a line**
14 **break on Third Avenue. The break was in a**
15 **sparsely populated area at the end of the system,**
16 **okay? Sitting in this room today, where was the**
17 **break in the line?**

18 A. It was east of here -- I mean, west of here about
19 three blocks over past the railroad track.

20 **Q. Okay. Could you point which way?**

21 A. Yeah, that way (indicating).

22 **Q. Okay.**

23 A. She can't record me pointing it.

24 **Q. Well --**

25 A. I'm playing. That way. I mean, it's that way.

1 Q. That's towards --

2 A. Going towards Jefferson, about three blocks.

3 Q. Okay.

4 A. Going towards Charlotte.

5 Q. Okay. And it's about three blocks away?

6 A. Correct.

7 Q. All right. When did Alligator begin constructing
8 a line to A.O. Smith?

9 A. I don't remember exactly on that, whether it was
10 -- I believe that was in 2016 though.

11 Q. Well, I'll represent to you I read that in May of
12 2015 Alligator began construction of a water line
13 to connect the A.O. Smith facility; was that --

14 A. I agree -- I agree with that.

15 Q. Okay. I'm going to paraphrase parts of this
16 affidavit and I'd like to hear your testimony in
17 response. Mr. Oliver will testify, or does in
18 his affidavit, when he arrived at 5:00 p.m. Glenn
19 Odom was present taking pictures of the leak
20 site; is that true?

21 A. That's true.

22 Q. And when did the leak first start occurring, to
23 your knowledge?

24 A. I believe that we were notified between 3:30 and
25 4:00 o'clock that afternoon.

1 Q. Okay. And why would you be notified?

2 A. When McBee's tank ran out and people started not
3 having water, a lot of times they would call -- I
4 mean, our SCADA system picks up their tank was
5 empty so that would have notified us via
6 electronic.

7 Q. Okay. And do you operate the tank?

8 A. At that time we did.

9 Q. Okay. In 2015?

10 A. Yes.

11 Q. All right. Let me circle back while we're
12 talking about a tank. The 850,000 grant, the
13 tank that was built with it, it's a 300,000-
14 gallon tank, correct?

15 A. One place states 300 and one states 200,000, and
16 I think that's two separate tanks --

17 Q. Okay.

18 A. -- but neither was in the Town of McBee.

19 Q. All right. And let's just assume the two
20 different tanks. I'm interested in the one that
21 was built in conjunction with the grant. And
22 where is that tank located?

23 A. I believe that is at -- it's Chesterfield Rural's
24 that was built close to Pageland.

25 Q. Okay. And how was the water supplied to that

1 tank?

2 A. From a booster pump about five miles west going
3 towards Jefferson. And then there's another
4 booster pump between Jefferson and Pageland that
5 pumps it to that tank.

6 Q. But where does the water originate from? I mean,
7 I know it comes from the ground, but where --

8 A. It originates from Alligator's treatment plant a
9 mile east of McBee, going towards Hartsville.

10 Q. Down Highway 151?

11 A. Correct.

12 Q. So your treatment plant is the original source of
13 the water that ultimately travels to, flows to,
14 the 300,000-gallon tank, correct?

15 A. Correct.

16 Q. Okay. So Alligator supplies that water?

17 A. Correct.

18 Q. All right. Was there -- before this 16 inch line
19 was put in between McBee and Jefferson -- first,
20 how long is the line?

21 A. The 16-inch runs to the Angeles community, which
22 must be ten miles away. Then it splits into two
23 12-inch lines, one proceeds to Jefferson and one
24 loops around Jefferson. And now since we're
25 talking about it, Chesterfield Rural built a

1 300,000-gallon tank right outside of Jefferson.
2 So that's probably that 300,000 in that grant.
3 Because now since you refreshed my memory I
4 remember riding up there and them constructing
5 the tank. So I believe that 300,000 in there was
6 constructed at Jefferson.

7 **Q. So the line runs from Jefferson -- this is the**
8 **16-inch, and I understand it splits --**

9 A. Right.

10 **Q. -- but the 16-inch line --**

11 A. Feeds the water to Jefferson.

12 **Q. Okay. And so it ends up in Jefferson and then**
13 **goes elsewhere to Chesterfield Rural?**

14 A. Well, on 151, the 12-inch proceeds through a
15 booster pump to Pageland. And then Chesterfield
16 Rural has a line down Number 9 Highway and 265
17 that feed the town of Mt. Croghan, Ruby and
18 Chesterfield. So it -- that's the highest part
19 of the county, the west, and it flows east down
20 through the county.

21 **Q. Okay. The grant line, the 16-inch line, it runs**
22 **from your treating --**

23 A. No.

24 **Q. -- facility?**

25 A. No. It runs from the booster pump station five

1 miles west on 151. It starts there in
2 Chesterfield Rural's pump station, and it goes
3 about ten miles toward Jefferson.

4 **Q. Did Alligator supply water to Jefferson prior to**
5 **this line being installed that we --**

6 A. No.

7 **Q. Okay. Did Alligator supply water to Chesterfield**
8 **Rural before this line was installed?**

9 A. Yes.

10 **Q. Okay. And how did that water travel to**
11 **Chesterfield Rural?**

12 A. There was a connection in the Town of Patrick.
13 One in Patrick and I believe one east of Patrick
14 that went to their lower service area. I don't -
15 - it served the Cash community. Cash is east of
16 Number 1 Highway.

17 **Q. Okay.**

18 A. There was a connection there and a connection at
19 Patrick to go toward Chesterfield?

20 **Q. Could Alligator construct these lines?**

21 A. No.

22 **Q. Okay. If Alligator is to construct, it would**
23 **hire a contractor?**

24 A. Yes.

25 **Q. Okay. Can Alligator maintain the lines?**

1 A. Yes.

2 Q. Okay. Let's circle back to Mr. Oliver arrived at
3 5:00 p.m., and Glenn Odom was present taking
4 pictures of the leak site. Tell me why you were
5 at the site taking photographs.

6 A. I was just interested as a town resident why all
7 that water was coming out and nobody was there to
8 -- and it occurred about 3:30, and the man
9 operating it gets there at 5:00. We're normally
10 on the scene in 15 minutes, so --

11 Q. But if you found out about 3:30 did Mr. McLeod or
12 Watkins -- did they contact Mr. Oliver?

13 A. I have no idea.

14 Q. Wouldn't that be reasonable to do?

15 A. The mayor instructed us in a meeting with DHEC he
16 didn't want Alligator doing anything with the
17 Town of McBee's water system.

18 Q. Well, I wasn't really suggesting that McLeod or
19 Watkins do anything, but they apparently got the
20 reading on their monitor around 3:30 and Oliver
21 shows up at 5:00. How quickly did they notify
22 Joey Oliver and/or the town?

23 A. Well, why wouldn't Oliver have gotten the same
24 thing?

25 Q. I don't know the answer to that.

1 A. I don't --

2 Q. I'm just assuming he didn't.

3 A. I don't know the answer.

4 Q. Okay. All right. So you showed up and you were
5 taking pictures because you were a concerned
6 citizen?

7 A. Yes.

8 Q. All right. Did you retain those photographs?

9 A. No. They were on a cell phone two other, you
10 know, back -- we've redone and I don't have
11 those.

12 Q. Okay. And what did you glean from photographing
13 the pipe?

14 A. That it was a water leak and it went along with
15 the suspicions of my field crew and me that when
16 we were sitting in the room and the lighting
17 struck, and it shook our office three or four
18 blocks away. You know, one of the employees made
19 the statement, oh, Lord, that's bad news.
20 Lightning will hit a tree and run into a water
21 line. And as soon as Joey McLeod saw it, he knew
22 that, that lightning had struck that line. It
23 normally knocks a little hole in it, and it
24 splits the line. It can split it 20 feet. In
25 this instant it was just several feet.

1 Q. Okay. Was this an underground line?

2 A. Underground line.

3 Q. Was it --

4 A. Normally the DHEC regs are three feet deep.

5 Q. Okay. Was the pipe exposed when you got there at
6 5:00?

7 A. Yes.

8 Q. Who exposed it?

9 A. It was -- the water will wash the dirt around a
10 pipe, so --

11 Q. So at 5:00, you got there, the water had washed
12 away three feet of soil?

13 A. Yes.

14 Q. And it's exposed?

15 A. Yes.

16 Q. No one had dug out the soil?

17 A. No. Wasn't any equipment there to dig it out.

18 Q. All right. And what did you say to Mr. Oliver
19 when he arrived?

20 A. I didn't say anything to him.

21 Q. Okay. Did he say anything to you?

22 A. No.

23 Q. All right. No significant conversation?

24 A. No.

25 Q. Okay. Mr. Oliver's affidavit indicates that he

1 would testify that you told Alligator's personnel
2 that they would be fired if they helped the town
3 respond to the break; is that statement true?

4 A. No.

5 Q. And he will testify that you drove up to observe
6 Oliver's repair efforts repeatedly; is that true?

7 A. I know I went there one time to see it because
8 they called Rotor Rooter out of Florence to
9 repair a water line. I was kind of amazed at
10 that.

11 Q. Does Alligator have the product or materials to
12 repair the line?

13 A. Yes.

14 Q. Okay. He says that he will testify that
15 Alligator refused to assist by supplying
16 couplings from Alligator's spare part inventory;
17 is that true?

18 A. No.

19 Q. All right. So did you immediately assist and
20 supply product or materials to fix the pipe?

21 A. Again, the mayor said, in front of DHEC, don't
22 want Alligator doing anything with the Town of
23 McBee's water system.

24 Q. Okay. When did he say that in front of DHEC?

25 A. I'll have to look up the DHEC meeting, but it was

1 at Alligator's board room. We met with DHEC,
2 attorneys for the town and attorney for
3 Alligator.

4 **Q. Okay. Why was this meeting being held, for what**
5 **purpose?**

6 A. I don't remember. It's been 2012, 2013, and I
7 don't remember. We met with the mayor a couple
8 of different times with DHEC.

9 **Q. Mr. Odom, I want to ask you about your damages in**
10 **your Complaint and that you've identified in the**
11 **interrogatories, okay. You identified mental**
12 **anguish, mental distress, anxiety, damage to**
13 **reputation and damage to opportunity. And then**
14 **you say any other damages established through the**
15 **course of this litigation. First, have you, in**
16 **fact, established any other damages through the**
17 **course of this litigation?**

18 A. No.

19 **Q. Okay. And what damage to opportunity are you**
20 **seeking in this case?**

21 A. Well, I lost a mayor's election. I lost a town
22 council election. And just like Mr. Lovelace
23 testified, he talked to anybody in town to tell
24 them that I was a crook and stole from the town.
25 And he got his information from these same people

1 so that was a dollar cost. I had to hire an
2 attorney to appeal to the Supreme Court so those
3 are dollar costs.

4 Q. Are you seeking those dollars?

5 A. Yes.

6 Q. So you're seeking your legal fees that you
7 incurred for Mr. Parker?

8 A. And Ms. Barnes.

9 Q. And Ms. Barnes. And what appeal did she handle
10 for you?

11 A. She handled the appeal to the Supreme Court.

12 Q. She works with Mr. Parker, correct?

13 A. No --

14 Q. This is a different --

15 A. -- that's a separate firm.

16 Q. Okay. Are you talking about your most recent
17 appeal?

18 A. Yes.

19 Q. Okay. 2018?

20 A. Correct.

21 Q. Okay. And Ms. Barnes and Mr. Parker are not
22 associated with each other?

23 A. No, she has her firm. Her husband is associated
24 with Mr. Parker.

25 Q. Okay. All right. And what other dollar amounts

1 **are you seeking, other than the legal fees?**

2 A. Not any dollars that I can put down on a piece of
3 paper, but, you know, obviously my businesses
4 have suffered, we'll make that argument. And the
5 mental anguish, what I went through with OIG and
6 receiving a subpoena to be at the grand jury with
7 -- federal grand jury with all the information
8 and --

9 **Q. What did that relate to?**

10 A. The complaints made by Ms. Wise and the town
11 council in their letter was sent to the U.S.
12 Attorney asking for an investigation. So, you
13 know, you get a subpoena to go to the grand jury
14 of the federal government, you don't sleep well,
15 and --

16 **Q. Who was the U.S. Attorney?**

17 A. I can't remember his name at the time.

18 **Q. Was it Bill Nettles?**

19 A. Yes.

20 **Q. And did you appear before a grand jury?**

21 A. No. Mark Moore handled the case and it was all -
22 - after about a year and a half and paying Mark
23 Moore for all that, his meetings with -- there
24 was a lady that's assistant U.S. Attorney. He
25 met with her. Seems like her name was Cathy

1 something, and he met with the OIG agent from
2 Atlanta. And what the gentleman was asking for
3 was after the -- my attorneys met with rural
4 development it's not something that was even in
5 what rural development asked about. But all this
6 was generated from the letter that the town sent
7 to Mr. Nettles and it was written by Ms. Wise.
8 So there again, I had forgotten about the fees
9 for Nexsen Pruet but those go in there too.

10 **Q. And how much money did you spend with Nexsen**
11 **Pruet?**

12 A. I believe it was somewhere in the range 15 to
13 \$20,000.

14 **Q. And how much do you seek for the appeal with Mr.**
15 **Parker and Ms. Barnes?**

16 A. I think Ms. Barnes was like seven to \$10,000.
17 Mr. Barnes -- Mr. Parker has not billed me yet so
18 I don't have that.

19 **Q. Okay. If you would produce the documentation for**
20 **the fees to Mr. Parker, please. How long have**
21 **you suffered mental anguish, mental distress,**
22 **anxiety, et cetera, because of the matters in the**
23 **Complaint?**

24 A. Since OIG first notified me that they were coming
25 to do an audit and to do a criminal

1 investigation. I don't have that date and be
2 glad to forward it to you because on there is the
3 documents. We were looking for them at lunch and
4 we saw the original email from the gentleman that
5 sent it, but whatever that date is. I mean, when
6 you're being investigated by the federal
7 government, it was a lot of 3:00 in the mornings
8 that you don't sleep. And that went on for years
9 and years and years.

10 Q. You don't recall the date?

11 A. No, not now.

12 Q. Okay. But you have information that would
13 document the date?

14 A. I do, I do.

15 Q. Okay.

16 A. I will --

17 Q. If I had not already asked for it, please provide
18 it to Mr. Parker.

19 A. You've asked for and I'll do that.

20 Q. Okay, the same thing. All right. Have I missed
21 any damages that you're seeking? You've
22 mentioned mental anguish, mental distress,
23 anxiety, damage to reputation, damage to
24 opportunity.

25 A. I don't believe you missed anything.

1 Q. Okay. And you will be seeking damage to loss of
2 opportunity?

3 A. Yes.

4 Q. Okay. What particular, with regards to the loss
5 of opportunity?

6 A. I mean, we lost business at the Huddle House that
7 people that always came in there when all this
8 stuff came out and our business fell off. And,
9 you know, we just didn't see the same clientele
10 after that. And again, when you look back, Mr.
11 Lovelace was telling everybody in town that I've
12 stolen from the town and --

13 Q. Mr. Lovelace was, correct?

14 A. Mr. Lovelace was ...

15 Q. Saying things around town?

16 A. Yes.

17 Q. Okay. That's not Mr. Campolong, correct?

18 A. Yeah. But his information came from the letter
19 and the newspaper.

20 Q. Well, Mr. Lovelace's information came well before
21 that. He testified in his deposition that he's
22 known about this since when you got the grant.

23 A. This was 2012.

24 Q. That's the letter. But Mr. Lovelace was around
25 town, so to speak, when you obtained the grant,

1 correct, and you talked to --

2 A. Yes.

3 Q. And you talked to him, correct?

4 A. Yes, yes.

5 Q. And so he's had problems with the grant since
6 when the grant was issued, correct?

7 A. Yes.

8 Q. Okay. So that's not Mr. Campolong, correct?

9 A. Correct.

10 Q. All right. What value do you place on your
11 damages?

12 A. A hundred and ten million dollars. No, I -- I
13 mean, again, what is it worth that your
14 reputation, your family, your 80-something-year-
15 old mother worries every day. My sisters, it's
16 about worried them to death. Again, your name is
17 irreplaceable. And these people have put in
18 writing that I stole from the town when I've only
19 worked to make McBee a better place.

20 Q. Well what value do you put on that? What do you
21 want to tell the jury?

22 MR. PARKER: Well, he doesn't have to that. We object
23 to that. He can answer if he wants to but that -
24 -

25 MR. MCCANTS: Are you instructing him not to answer

1 it?

2 MR. PARKER: I'm not instructing him not to answer but
3 I don't think that's appropriate.

4 **Q. Go ahead. Answer the question, please.**

5 A. Millions of dollars.

6 **Q. How many millions?**

7 A. Multiple millions of dollars.

8 **Q. What multiple?**

9 A. I'll be happy with anything that's multiple
10 millions of dollars.

11 **Q. All right. Can you put a figure to that?**

12 A. Multiple millions of dollars.

13 **Q. All right. You answered in your interrogatories**
14 **that you'll not be seeking any economical losses;**
15 **is that statement correct?**

16 A. That's correct.

17 **Q. The statement is correct?**

18 A. Economic losses. I'm not looking for what I lost
19 at the Huddle House. I'm looking for what I had
20 to pay attorney fees.

21 **Q. Okay. Any other economical losses?**

22 A. No.

23 **Q. So just legal fees?**

24 A. Just legal fees.

25 **Q. Okay. Any other -- are you going to tell the**

1 jury that you lost money at the Huddle House?

2 A. I just said I'm not seeking losses from the
3 Huddle House.

4 Q. I understand you're not seeking it but are you
5 going to tell them that you suffered losses at
6 the Huddle House?

7 A. Yes.

8 Q. Okay. Are you going to tell the jury that you
9 suffered losses at the felt warehouse?

10 A. No.

11 Q. You're not?

12 A. I am not.

13 Q. So the only loss other than attorneys' fees is
14 losses at the Huddle House?

15 A. Well, again, I've lost revenue for apartments,
16 houses, rentals because all this talk around town
17 that's derived from the newspaper that everybody
18 in the county read.

19 Q. Well, whether you seek it or not, are you going
20 to tell the jury that you -- exactly what you
21 just told me?

22 A. Yes.

23 Q. Yeah. Have you pursued any medical treatment for
24 your conditions that you attributed to this --
25 allegations of the Complaint?

1 A. Just that I'm on Zoloft.

2 Q. Okay. And when was that? Is that a
3 prescription?

4 A. Yes.

5 Q. Okay. When was it prescribed to you -- for you?

6 A. I don't remember the original prescription, but
7 it is -- my GP sees me every three months, and
8 I've talked with him about the situation, and he
9 refills my Zoloft.

10 Q. Okay.

11 A. And it keeps me kind of grounded.

12 Q. And for how long has he being doing this?

13 A. Oh, he's been refilling it I'm saying around
14 2013, 2014, somewhere in there.

15 Q. Okay. Who is your GP?

16 A. It is Brian Scott at Sandhill Medical.

17 Q. Which is the organization you're on the board
18 for?

19 A. Yes.

20 Q. Okay. And Brian Scott's a medical doctor?

21 A. Correct.

22 Q. And does he live in the area?

23 A. No.

24 Q. Where does he live?

25 A. I think he lives in the Sumter area, I believe.

1 Q. How far is Sumter to it?

2 A. About 30 miles, 35, 40, something like that.

3 Q. Have you incurred any medical expenses other than
4 the purchase of the Zoloft?

5 A. No.

6 Q. Do you take any other medications or over-the-
7 counter prescriptions that you attribute to this
8 lawsuit?

9 A. No.

10 Q. Okay. Have you been removed from any social or
11 religious community, political organization,
12 because of the allegations in the Complaint?

13 A. No.

14 Q. Okay. Have you ever not advanced in any such
15 organizations, social or religious community,
16 political organization, because of the
17 allegations in the Complaint?

18 A. No.

19 Q. Okay. Has the Alligator board ever demoted you?

20 A. No.

21 Q. Has the Alligator board ever issued a negative
22 review of you?

23 A. No.

24 Q. Okay. And has the board ever reprimanded you?

25 A. No.

1 Q. Okay. You indicated you lost two elections, and
2 I want to make sure we're talking about the same
3 elections. First, the mayoral race?

4 A. Correct.

5 Q. And that's 2016?

6 A. Correct.

7 Q. And then the town council race?

8 A. Correct.

9 Q. Is that the one that you were just seated --

10 A. Correct.

11 Q. -- pursuant to the --

12 A. Correct.

13 Q. -- South Carolina Supreme Court order?

14 A. Correct.

15 Q. Okay. And did you lose at the local level?

16 A. Yes.

17 Q. Okay. And there was a contest over the votes; is
18 that correct?

19 A. Correct.

20 Q. You've alleged a cause of action in your
21 Complaint for civil conspiracy, and I will tell
22 civil conspiracy requires special damages,
23 damages in addition to the other ones. What are
24 your special damages?

25 A. That was something Mr. Parker advised to put in

1 there, so I --

2 Q. Well, you don't need to talk about Mr. Parker and
3 your conversation. But that's probably correct
4 because Mr. Parker pleads it as a lawyer. But do
5 you know in your own words, from a layman's
6 standpoint, what special damages you had?

7 A. No.

8 Q. All right. You ran for mayor against Mr.
9 Campolong in 2016, correct?

10 A. Correct.

11 Q. Okay. And do I understand that you initially won
12 the popular vote?

13 A. Correct.

14 Q. Okay. And then there was a contest, correct?

15 A. Correct.

16 Q. And then what did the MEC do?

17 A. They ruled for a new election.

18 Q. Okay. And as a result of the new election, Mr.
19 Campolong won the popular vote?

20 A. Correct.

21 Q. Okay. And you appealed that election, did you
22 not?

23 A. Correct.

24 Q. And you appealed it to the Circuit Court of South
25 Carolina, correct.

1 A. Correct.

2 Q. And the outcome of that appeal was what?

3 A. That the mayor -- that the circuit court could
4 not view some of the things we brought up because
5 it was after the 48-hour window of opportunity,
6 so Mayor Campolong was the mayor.

7 Q. Okay. And the appeal was dismissed by the
8 circuit court?

9 A. Correct.

10 Q. Okay. All right. You're welcome to read it, but
11 can you identify -- what number is that, please?

12 (Defendant's Exhibit Number 19 was marked for
13 identification purposes - (5 pages) Order.)

14 A. Nineteen.

15 Q. Okay.

16 A. And it's the ruling that --

17 Q. Now is this the election we were just discussing?

18 A. Yes, sir.

19 Q. This is the 2016 mayor's election?

20 A. Yes, sir.

21 Q. And this is an order, correct?

22 A. Yes, sir.

23 Q. And it's an order of the Municipal Election
24 Commission --

25 A. Yes, sir.

1 Q. -- correct? All right. And what's the file
2 stamp on there?

3 A. 2016, September 20th.

4 Q. Okay. And that's filed with the Clerk of Court?

5 A. Yes.

6 Q. Okay. Have you read this order?

7 A. Yes.

8 Q. Okay. If you will, go to page four. And I want
9 you to read it into the record, please.

10 A. It is highly unlikely that 20 percent or more of
11 those in the voter roles --

12 Q. Okay. Hold on. I don't think we're on the same
13 page. Go to page four.

14 A. Page four.

15 Q. And if you'll go down to the third full
16 paragraph. Having considered.

17 A. "Having considered all the evidence and
18 reliability of witnesses, the Commission is
19 convinced respondent Odom manipulated and abused
20 the political process of McBee in ways
21 specifically intended and designed to illegally
22 dilute the voting strength of Campolong
23 supporters. The record reflects that respondent
24 Odom engage in improper conduct and committed
25 blatant violations of state laws for the purpose

1 of diluting the votes of his opponent's
2 supporters."

3 Q. And this order arises out of the 2000 mayoral
4 election which you appealed, correct?

5 A. Correct.

6 Q. Okay. Did you know the judges that were -- were
7 they indicted? Excuse me, judge and police chief
8 that were indicted back in 2005?

9 A. Yes.

10 Q. Okay. With the names Freddie Stephens and Joseph
11 D. McLemore?

12 A. McLemore.

13 Q. McLemore, okay. Did you know them?

14 A. Yes.

15 Q. Okay. Were they friends of yours?

16 A. Judge Stephens was. He's from Bethune.

17 Q. And how about the chief?

18 A. I really didn't know him, just in passing.

19 Q. Was he the chief of police for the Town of McBee?

20 A. Correct.

21 Q. Okay. All right. Were they indicted?

22 A. Yes.

23 Q. Were they convicted?

24 A. Yes.

25 Q. Or plead?

1 A. No, they -- well, they served time is all I know.

2 I --

3 Q. Okay. Now were you a magistrate at the time?

4 A. Yes.

5 Q. Did you have some relation to Judge Stephens?

6 Well, he was a municipal judge, right?

7 A. Correct.

8 Q. Okay. Is there any relation between those two

9 judges? Do y'all --

10 A. No.

11 Q. Is there a territory, so to speak?

12 A. No.

13 Q. Okay.

14 A. No. He handled -- a municipal court judge can't

15 handle civil cases and magistrate's do, as you

16 well know. But he handled what the town police

17 wrote. I handled what deputies and highway

18 patrol, SLED and people like that, wrote.

19 Q. I understand. All right. Let's take a break.

20 (A short break was taken.)

21 MR. ODOM - EXAMINATION BY MR. MCLEOD:

22 Q. Mr. Odom, you know I'm Andrew McLeod. And we've

23 met many times and I'm going to have to ask you

24 some more questions. And I represent Mr. John

25 Campolong and A.C. McLeod, Jr. that we refer to

1 as Kemp McLeod. So I need to cover some of this
2 ground to cover the allegations you have in the
3 lawsuit against Kemp McLeod as well. And I'm
4 going to try my best not to go over the same
5 ground twice, but it may. I may hit some areas
6 it sounds like the same things but I may have
7 other reasons for trying to get there. All the -
8 - obviously, this is a continuation of your
9 deposition, so all the rules that were laid out
10 by Mr. John McCants still apply. And if I refer
11 to Alligator, I'm referring to Alligator Rural
12 Water and Sewer Company. And I think you said
13 Odom and Associates, is that a -- is it Odom and
14 Associates, Incorporated?

15 A. Correct.

16 Q. Okay. Just a couple of other things I was trying
17 to make sure about. The address that you gave
18 now that you said you've lived there for three
19 years, do you own that home?

20 A. Yes.

21 Q. And who lives there with you?

22 A. My poodle, Sammie. Nobody else.

23 Q. Now your two children that you mentioned, one of
24 them lives here in McBee --

25 A. Correct.

1 Q. -- is he married?

2 A. Yes.

3 Q. And what is his wife's name?

4 A. Denise Fields Odom.

5 Q. And where does she work?

6 A. She doesn't work. She -- there's a little
7 secondhand store uptown that she helps a friend
8 of hers. I don't think she gets paid. She not
9 officially an employee.

10 Q. What's the name of the store?

11 A. Ward Montgomery. That's all I remember from it.

12 Q. Who's the friend that she works with?

13 A. She works with Barbara Ward.

14 Q. Do you own that building?

15 A. No, Socks own it.

16 Q. And then your daughter, does she live in
17 Chesterfield County --

18 A. No.

19 Q. -- or did you say she lives in Darlington County?

20 A. Darlington County.

21 Q. Is she married?

22 A. Yes, James Astralla.

23 Q. What does he do?

24 A. He's an engineer for Duke.

25 Q. Have they ever been married any other times?

1 A. No.

2 Q. Now we've met your sister, Ms. Stoudemire. Do
3 you have any other brothers and sisters that live
4 in Chesterfield County?

5 A. No.

6 Q. And now what about first cousins that would live
7 in Chesterfield County?

8 A. I have no first cousins. Mother or daddy had no
9 siblings. Daddy's died at two years old and four
10 years old so I don't have any first cousins.

11 Q. On either side of the family?

12 A. No.

13 Q. Do you have any aunts and uncles that live in
14 Chesterfield County?

15 A. Well, they --

16 Q. That would be --

17 A. -- they didn't have any siblings so I wouldn't
18 have any aunts or uncles.

19 Q. No great aunts or great uncles living or anything
20 like that?

21 A. None of those living now.

22 Q. Any extended cousins? You mentioned some
23 extended cousins.

24 A. Yes. I believe second cousin is Tom Atkinson at
25 Chesterfield. His sister, Karen Watson, Judy

1 Griggs at Ruby. I think that's the only from the
2 Burch side. There wasn't any on the Odom side.
3 Alice Copeland at Chesterfield is a third cousin
4 from the Odom side. Craig Benton from up in
5 Angeles is a second cousin. He has a sister,
6 Teresa at Jefferson, but she's a Rollins. And
7 that's the only ones I'm aware of.

8 Q. Do you go to any kind of family reunion --

9 A. No.

10 Q. -- or anything on a regular basis?

11 A. No.

12 Q. Do you go to any kind of homecoming at any kind
13 of church on a regular basis?

14 A. Just McBee Baptist Church.

15 Q. Not another church --

16 A. No.

17 Q. -- in another part of the county. And then do
18 you have -- what about your nieces and nephews in
19 Chesterfield County?

20 A. None. My sister's daughter lives in Atlanta and
21 Florence, and her son lives in Rock Hill. My
22 other sister's child lives at Myrtle Beach, and
23 the other one's at USC.

24 Q. Okay. And then -- and what was your other
25 sister's name?

1 A. Gina Morris.

2 Q. And where does she live, again?

3 A. Columbia.

4 Q. All right. Okay. Who in Chesterfield County
5 that you're not blood related to that you are so
6 close to them you consider them like family?

7 A. Virginia Blackwell, Kenneth Siggers, Ann Siggers,
8 Ronnie Siggers. Denise was a Siggers -- oh,
9 Crowley is her married name, and Richard Catoe.

10 Q. And then are you currently involved with anybody,
11 a fiancée --

12 A. No.

13 Q. -- or significant other or girlfriend --

14 A. No.

15 Q. -- or anything like that?

16 A. No.

17 Q. And then what was your reasons for leaving
18 Sunoco?

19 A. Alligator was just -- had grown so large that it
20 just had to have a general manager. And after a
21 lot of talk with the board of directors, and we
22 were doing a lot of large projects there. In two
23 years we did 25 million dollars worth, so it just
24 had to have somebody hands on.

25 Q. And then who was doing -- you said -- who was

1 doing that before you took the general manager's
2 role?

3 A. My wife was running it out of the house, and it
4 just got too big for her to handle.

5 Q. And which wife was that?

6 A. Peggy.

7 Q. And how was she -- she was doing that while you
8 were at Sunoco?

9 A. Correct.

10 Q. And was she doing that job when you were mayor of
11 the Town of McBee in 2001?

12 A. Yes.

13 Q. And what was her capacity with Alligator at that
14 time?

15 A. I mean, she was -- she operated a company called
16 Data Management that's no longer in existence.

17 Q. And what did Data Management do?

18 A. It operated Alligator. Alligator was small, and
19 she could operate it then.

20 Q. So she was just the -- she was just contracted to
21 --

22 A. More a contract clerk type thing. She read --
23 she and my son read the water meters. We had an
24 outside contractor that installed meters or did
25 repairs or something like that, but 90 plus

1 percent was billing.

2 **Q. And so did you have an interest in Data**
3 **Management?**

4 A. No.

5 **Q. That was just your wife?**

6 A. Just my wife.

7 **Q. Did you assist her in those duties?**

8 A. No, no. She and my son read the meters and she
9 did the billing. And that was -- really we were
10 quite small then, several hundred customers and
11 didn't wholesale any water.

12 **Q. And that was -- and you weren't on the board at**
13 **that time?**

14 A. No.

15 **Q. Who are your current board members of Alligator?**

16 A. Wade Huggins, Odis Hawkins -- and that's O-D-I-S
17 -- Richard Catoe, Harold Snipes, Willie Mae Rory,
18 Frankie Joyner and Sherrie Knight.

19 **Q. And what's the -- how do you have to be eligible**
20 **to be on the board of directors of Alligator**
21 **Rural Water and Sewer Company?**

22 A. You can be a member by being a customer of water
23 or sewer.

24 **Q. And how do you get on the board?**

25 A. There's an election held every year in June.

1 There are two members up for election this year.
2 I believe two next year, and then three, but
3 every year there's an election.

4 **Q. And who votes on those folks?**

5 A. The people that are members of Alligator.

6 **Q. And then, again, how are you a member of**
7 **Alligator?**

8 A. I'm not a member.

9 **Q. I mean, how does --**

10 A. Oh, I'm sorry.

11 **Q. -- a person, how is a member --**

12 A. That you either have signed up for a water or a
13 sewer tap, and then you're a member of Alligator.

14 **Q. So I mean, like if you got a man and a wife that**
15 **live in a house, and they --**

16 A. Then only one person, whoever's name is on that,
17 can vote.

18 **Q. Okay.**

19 A. Let's just say Joe Smith is the husband but Sally
20 Smith could have signed up for water. Whoever
21 the water bill is in their name, they can vote.

22 **Q. Okay. And then do the -- and then the directors**
23 **have to be eligible? They have to be members**
24 **too?**

25 A. They have to be members, correct.

1 Q. Okay. And you said that you were on the board at
2 one time?

3 A. Correct.

4 Q. Okay.

5 A. Back in the late '80s.

6 Q. And how did you serve on the board if you never
7 were a member of Alligator Rural Water?

8 A. No, I've been a member.

9 Q. Okay.

10 A. But when I sold my house on 547 Sandy Point, then
11 I never -- I had water up until then.

12 Q. Okay.

13 A. But in the beginning, before we even had any
14 water run, people had signed up, so they were
15 actually -- and paid their deposit. So they were
16 actually members to start with.

17 Q. Even before they got water?

18 A. Even before they got water.

19 Q. Okay. Did you have any other parties in the Data
20 Management business?

21 A. No.

22 Q. And then what happened to Data Management?

23 A. It just -- I can't remember if it was an
24 incorporated or an LLC, but it was dropped with
25 the Secretary of State and no longer exists.

1 Q. And then what happened? Who took over? Who
2 stepped in after Data Management dissolved?

3 A. I believe that's when Odom and Associates signed
4 the contract. Rural development wanted a
5 contract and we had an attorney in Florence, Gary
6 Crawford. The board had him draw up a contract.
7 The board approved it and it was forwarded to
8 rural development for them to approve.

9 Q. And so then who created Odom and Associates?

10 A. I did.

11 Q. When was that created?

12 A. I can't tell you. I'd have to look at the date
13 on the incorporation but I'd just be guessing at
14 around '05, somewhere in there. But there again,
15 that's a guess.

16 Q. So that would have been while you were a
17 magistrate?

18 A. Correct.

19 Q. So when you left Sunoco, did you go to work for
20 Alligator Rural Water right away?

21 A. Correct, the next day.

22 Q. And prior to that time, what was your
23 relationship with Alligator Rural Water?

24 A. Well, I mean, I helped my wife. We talked about
25 it every day and every night but no official

1 capacity.

2 Q. You didn't get any compensation --

3 A. No.

4 Q. -- from Data Management?

5 A. Well, I mean, my wife and I both essentially got
6 -- I mean, it was shared in the household so I
7 did get some.

8 Q. And that was from payment from Alligator Rural
9 Water?

10 A. Correct.

11 Q. But you didn't hold a job with Alligator Rural
12 Water?

13 A. No.

14 Q. Did any of your family hold a job with Alligator
15 Rural Water at that time?

16 A. My son but -- he didn't get paid but my son read
17 water meters.

18 Q. And who paid him?

19 A. Well, he was in school and living at the house,
20 so he just read water meters with her. And, you
21 know, it took a couple of days a week.

22 Q. But she got paid for that?

23 A. She got paid for that.

24 Q. He was just assisting her?

25 A. Correct.

1 Q. Okay. Were there ever any other business
2 partners or associates with Data Management?

3 A. No.

4 Q. And how about with Odom and Associates? You said
5 you're the sole owner?

6 A. Correct.

7 Q. Has there ever been anybody else involved in Odom
8 and Associates?

9 A. Yes, Peggy would have been involved in Odom and
10 Associates but there again, we were divorced.
11 And she may not have been because we were
12 separated in '04. And I think the contract was
13 done in '05 so I'm not really sure, Andrew, on
14 that.

15 Q. And then what does the contract call for? What
16 is that? What are the terms of that contract?

17 A. I believe right now it says \$70,000 a month. I
18 pay all the employees, the fuel. There's a
19 clause in there for, and I don't remember
20 exactly, on wholesale water that there is some
21 additional revenue on the sales of wholesale
22 water.

23 Q. So out of that \$70,000 a month, you're
24 responsible for paying what employees?

25 A. All the employees, their benefits, except for my

1 sister and her husband, insurance on all of Odom
2 and Associates vehicles, fuel for all vehicles.

3 **Q. Does Alligator own any vehicles?**

4 **A. Yes.**

5 **Q. Okay. So there's a separate fleet of Alligator**
6 **vehicles --**

7 **A. Yes, but I pay the fuel for those.**

8 **Q. Okay. And are those used in the management?**

9 **A. No, no. They're used in Alligator 95 percent of**
10 **the time. I mean, there are times when one of my**
11 **men will haul off trash from somewhere or cut the**
12 **grass at my house but they're with my lawnmowers.**
13 **But I pay all the fuel where there won't be --**
14 **where somebody can say Alligator's paying for**
15 **fuel or a lawnmower to cut my grass. So I agreed**
16 **to pay all the fuel so we wouldn't have to keep**
17 **it separate while I drove nine miles for**
18 **Alligator and a mile for Odom. So it was easier**
19 **for me to pay everything than to go out on that**
20 **limb.**

21 **Q. Okay. We're just looking at something about the**
22 **Odom and Associates, Inc. Was it incorporated in**
23 **January 30th, 1998, according to the Secretary of**
24 **State website?**

25 **A. That sounds right.**

1 Q. And you're listed as the registered agent at 378
2 Pine Avenue?

3 A. Correct.

4 Q. Is that Pine Avenue -- that's the Alligator Rural
5 Water building?

6 A. That's correct.

7 Q. So Odom and Associates was formed in '98?

8 A. '98.

9 Q. That was prior to you being mayor in 2000 --

10 A. That's correct.

11 Q. -- 2001?

12 A. That's correct. And I didn't remember that. I
13 thought it was in the 2000s but I just -- you
14 know, just remembered, well, why in the devil did
15 I pay my second wife a part of the business if we
16 hadn't established it but --

17 Q. So that business was divided up in your divorce?

18 A. Yeah.

19 Q. You bought her out, had to pay her out?

20 A. Bought her out.

21 Q. But the compensation you get as general manager,
22 that's not included in that --

23 A. Yes. What I get for general manager comes out
24 that \$70,000 a month.

25 Q. Okay. So there's not -- not separate. Earlier I

1 thought you testified that you got paid --

2 A. I do --

3 Q. -- twenty-three grand a month to be general
4 manager of Alligator Water?

5 A. I do, but that is part of the 70,000 that
6 Alligator -- I mean, Odom and Associates gets.
7 So you take my salary and the other 12 or 15
8 employees' salaries plus \$600 a month each for
9 health insurance and whatever state retirement is
10 and that goes against that -- if I earn 70,000,
11 and I pay employees 50 -- 55,000 that -- I mean -
12 - I'm sorry -- Alligator pays that, then that's
13 part -- that comes away from the 70,000, and out
14 of that I pay gasoline, repairs to my equipment
15 that I supply and that type thing.

16 Q. So Odom and Associates pays you the \$23,000 a
17 month to be general manager of Alligator Rural
18 Water?

19 A. It comes out of that contract, correct.

20 Q. Okay. So at the end of the year you don't get at
21 W-2 from Alligator Rural Water?

22 A. Yes, I do.

23 Q. Individually as --

24 A. Yes.

25 Q. -- Glenn Odom as general manager?

1 A. Yes.

2 Q. What does that W-2 say?

3 A. It says Alligator Rural Water.

4 Q. And what does it say how much it's paid you?

5 A. \$23,000 times 12 months.

6 Q. Okay. And so then what does Odom and Associates
7 get from Alligator Rural Water? Does it get a
8 1099 or something like that?

9 A. I don't know. Karen Currin is my bookkeeper and
10 she files the taxes on that. But she tells me
11 everything goes through me as a personal
12 whatever. I know she files whatever for Odom in
13 March but then she files my personal taxes in
14 April. Everything through Odom runs back through
15 my personal. But I'm not an accountant and a
16 bookkeeper but she could answer that.

17 Q. Okay. And then what is the reason that your
18 sister and your brother-in-law don't get paid by
19 Odom and Associates?

20 A. My sister was covered under my brother-in-law's
21 insurance at Sunoco. And Sunoco carries -- is
22 going -- he's 63. They're going to pay that
23 until he's 65 and goes on Medicare. The
24 employees I have are covered under the State's
25 policy of Blue Cross Blue Shield. So they are my

1 employees so I don't have to pay workers'
2 compensation or state benefits to them. He's got
3 a retirement plan and she's got a retirement plan
4 so --

5 **Q. Where is her retirement plan from?**

6 A. I really don't know. I know she taught school
7 and did some other stuff but I don't know.

8 **Q. So right here today then Alligator Rural Water**
9 **Company has no employees?**

10 A. Yes, they do.

11 **Q. Okay. Who?**

12 A. They have like 12 employees and that's -- there
13 again, from one of my friends here have turned in
14 a complaint to state PEBA. And we've been
15 investigated there and they found that these are
16 legitimate employees and have benefits from the
17 State.

18 **Q. So those 12 employees of Alligator are not the**
19 **same employees of Odom and Associates?**

20 A. That's correct.

21 **Q. So how many people all together work over there**
22 **at -- between Odom and Associates employees and**
23 **Alligator employees, what's your total --**

24 A. Ballpark 14 or 15, something like that, total.

25 **Q. All together?**

1 A. Yeah.

2 Q. Because I thought you said that there were 14 or
3 15 that worked for Odom and Associates?

4 A. No.

5 Q. Okay.

6 A. Two, my sister and my brother-in-law.

7 Q. Oh, those are the only two that work for Odom?

8 A. That's correct.

9 Q. Okay. I'm sorry, I got that backwards.

10 A. But I have four contract employees that work for
11 Odom and Associates. But that money doesn't come
12 out of funds paid to Alligator. They're paid by
13 my rental businesses but that's separate from all
14 this.

15 Q. So how do you keep rental business separate from
16 your Alligator Rural Water business under Odom
17 and Associates?

18 A. There's a separate set of books that are kept for
19 rental properties. It doesn't have anything to
20 do with Alligator.

21 Q. Okay. So what is the relationship, then, between
22 Alligator and Odom and Associates exactly?

23 A. There's a management contract to operate and
24 manage Alligator Water system.

25 Q. Okay. So back to the tobacco money settlement.

1 **Where did that idea to apply for the tobacco**
2 **settlement money come from?**

3 A. It was me, Charlie Gray and the mayor of
4 Jefferson talked with -- we met with Senator
5 Holland.

6 **Q. How did the three of y'all get together?**

7 A. Well, Jefferson was about to run out of water,
8 and he and Charlie were talking about
9 Chesterfield Rural providing them water. And
10 Charlie said the ten inch line is not going to
11 provide everything that we're going to do. And
12 then the engineer said it needs to be a 16-inch.
13 And I think that was B.P. Barber's engineer that
14 said that.

15 **Q. Okay. So that's Jefferson and Chesterfield**
16 **County Rural Water. Then how do you get looped**
17 **in?**

18 A. Because I would provide the water to them because
19 Jefferson, Pageland -- I'm sorry -- Pageland and
20 Chesterfield supplied Charlie about 70 percent of
21 his water. And during that drought all those
22 went away. They couldn't supply their own water,
23 much -- I mean, the whole county was going to be
24 out of water.

25 **Q. So when you say I, you mean Alligator?**

1 A. I'm not sure which context that I --

2 Q. Well, you said I was going to supply the water.

3 A. I'm sorry. Alligator was going to supply the
4 water.

5 Q. All right. So they -- so Rural Water in
6 Jefferson contacted Alligator about --

7 A. Correct.

8 Q. -- getting the water?

9 A. Correct.

10 Q. Okay. So how did the Town of McBee applying for
11 the tobacco money come in?

12 A. Because Donald Holland recommended this thing
13 needs to be done ASAP. And if we run it through
14 the County, it's going take at least two months
15 of second readings. Can y'all pass through with
16 the Town of McBee. And I talked to the town
17 council people and they said no problem. It's
18 gonna help the rest of the county, which is going
19 help all of us, so ...

20 Q. Were you mayor at the time?

21 A. Yes.

22 Q. But they didn't contact you as mayor. They
23 contacted you as Alligator Rural Water?

24 A. I think that's correct, as Alligator.

25 Q. And then who authorized you, then, to apply in

1 the name of the Town of McBee for the money?

2 A. Well, I had talked to each town council member
3 and they said they had no problem with it.

4 Q. So there wasn't any formal resolution for you to
5 get the --

6 A. No.

7 Q. -- the application going?

8 A. No.

9 Q. No ordinance, no resolution or anything like
10 that?

11 A. No.

12 Q. And so you did all that as -- in your capacity as
13 Alligator Rural Water?

14 A. No.

15 Q. How did you do that?

16 A. Capacity as mayor.

17 Q. You talked to the town council in the position of
18 mayor?

19 A. That if -- you know, I asked them, will y'all
20 have any problem with run -- a pass-through
21 that's not going to cost McBee anything and help
22 the rest of the county.

23 Q. But they contacted you as Alligator --

24 A. I think that's --

25 Q. -- about the whole deal?

1 A. I think that's correct.

2 Q. And then -- so what was your job with Alligator
3 at that point in time?

4 A. I don't know if I was general manager yet or just
5 had the Odom and Associates contract. I don't
6 know the exact date of becoming general manager
7 of Alligator.

8 Q. Okay. If it was when you were mayor, you
9 testified earlier that you weren't general
10 manager until after that, so --

11 A. I think that's correct.

12 Q. So you would have just been Odom and Associates
13 operating Alligator Rural Water?

14 A. Correct.

15 Q. But you also happened to be mayor?

16 A. Correct.

17 Q. Did you ever seek any kind of attorney general's
18 opinion about any conflict of interest or
19 anything like that about --

20 A. No.

21 Q. You did not?

22 A. No.

23 Q. Did you ever ask anybody about was there a
24 conflict of interest you as operating Alligator
25 and you as mayor getting involved in this plan?

1 A. No.

2 Q. And was there ever any mention of any -- the
3 option that the town was eligible to get the
4 money for the town's benefit for any type of
5 project that could be found in town?

6 A. No.

7 Q. Did you ever recuse yourself from any of the
8 voting that went on about -- after the two votes
9 that you said you had to have? Did you ever say,
10 I'm recusing myself from this conversation or the
11 vote or anything like that?

12 A. Well, there would be no reason to recuse because
13 Alligator didn't get the money. Chesterfield
14 Rural got the money.

15 Q. But did Alligator ultimately benefit from
16 Chesterfield Rural Water getting the money?

17 A. Alligator probably suffers a net loss in what
18 they receive in funds from Chesterfield Rural.
19 It helps pay the overhead but there's no profit
20 built into it.

21 Q. Why would they need Alligator, then, at all?

22 A. Because they don't have any water source.

23 Q. Okay. So they've got to buy it from Alligator,
24 right?

25 A. That's correct.

1 Q. So somehow Alligator is selling water to go into
2 that line that was built with the tobacco
3 settlement money.

4 A. That's correct.

5 Q. But you believe it's at a net loss?

6 A. Well, there again, it's probably like the Town of
7 McBee, a break-even situation. What we sell
8 water to McBee is a break-even or a loss there,
9 but it's just used to pay for the capital
10 overhead to build those things.

11 Q. And wasn't -- was Rural Water Company --
12 Chesterfield County Rural Water was already a
13 customer of Alligator before that?

14 A. Yes, a small customer.

15 Q. Where are those lines, where are your lines
16 connected?

17 A. Right now they're connected on 151 Pritchard
18 Horse Farm, 145, 102, Number 1 and Byrd Road.

19 Q. And then what percentage of your water is sold to
20 Chesterfield County Rural Water Company --
21 Alligator's water is sold to Chesterfield County
22 Rural Water?

23 A. I understand. Let's see. Probably 10 percent to
24 Cassatt, 15 or 18 to McBee. I'm just going round
25 off. Probably 80 percent.

1 Q. So 80 percent of Alligator's water is sold to
2 Chesterfield County Rural Water?

3 A. Correct.

4 Q. But Chesterfield Rural Water doesn't supply
5 McBee, do they?

6 A. No.

7 Q. Okay. You said something about McBee. I didn't
8 know --

9 A. Alligator supplies McBee.

10 Q. Okay. So without the connection with
11 Chesterfield County Rural Water, then Alligator
12 wouldn't have -- to be able to serve all the rest
13 of the county like it does?

14 A. That's correct. The county would be a desert
15 without those connections.

16 Q. So what did the county do before that?

17 A. Well, again, the situation was in the late '90s -
18 - if you'll remember, we went through that four-
19 year drought period. Thompson Creek dried up.
20 Lynches River dried up. Pageland had a 15-acre
21 pond and it was as dry as this carpet. They ran
22 out of water. Without that line, there would
23 have been no water in the county. They could
24 have gotten a little from Anson County but that
25 was only in the far eastern or northern part.

1 Q. But before that, you were already -- Alligator
2 was already supplying water to Chesterfield Rural
3 Water?

4 A. Some, but --

5 Q. Some?

6 A. -- I can't tell you how much, very little though.

7 Q. And as I understand it, the way this tobacco
8 settlement money was set up it had to be a
9 governmental entity. The rural water companies
10 could not apply for the money?

11 A. It had to be a governmental entity that had to
12 essentially apply for it or --

13 Q. Did Odom and Associates get any kind of
14 commission for the administration of that grant?

15 A. No.

16 Q. And was there ever any discussion that the town
17 of McBee would be able to charge anything for the
18 use of its name or its position as a governmental
19 entity to be able to allow Chesterfield Rural
20 Water to get the grant?

21 A. No.

22 Q. And of course, the Caro-Knit plant was closed at
23 the time?

24 A. But it was applied for before Caro-Knit went out
25 of business. I -- when the project first came up