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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 3 OF 3**

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INDEX
VOLUME I

Orders

1. Order granting Summary Judgment, filed February 9, 2023.....1
2. Form 4 Order denying Reconsideration, filed June 13, 2023 22

Pleadings

3. Summons and Complaint, filed April 23, 2018.....25
4. Affidavit of Service on Respondent, filed May 9, 2018.....31
5. Respondent’s Answer to Complaint, filed July 2, 2018.....32

Transcripts

6. Hearing Transcript, dated August 17, 2022.....40
7. Hearing Transcript, dated April 19, 2023.....65

Other Material

8. Respondent’s Motion for Summary Judgment, filed April 22, 2021.....106
9. Respondent’s Memorandum in Support of Motion for Summary Judgment, including exhibits, filed July 26, 2022.....108
 - Ex. A – Alligator Rural Water Company, Inc. Articles of Incorporation.....131
 - Ex. B – Deposition Transcript Excerpts.....135
 - Ex. C – Jan. 10, 2002 Grant Award Agreement and Letter.....195
 - Ex. D – July 9, 2012 Letter to SC Attorney General’s Office.....199
 - Ex. E – Affidavit of John Campolong and McBee Amended Complaint filed *in Town of McBee v. Alligator Rural Water & Sewer Co., Inc. et al* (C/A 2015-CP-13-379).....203

• Ex. F – 2016 Campaign Flyer.....	234
• Ex. G – Consent Order of Dismissal of <i>Town of McBee</i> action filed August 5, 2020.....	236
• Ex. H – McBee Election Commission Order, filed Sep. 20, 2016.....	240
• Ex. I – Order affirming MEC Order, filed Sep. 27, 2017.....	246
• Ex. J – Opinion No. 5682, <i>A.O. Smith Corp. v. SCDHEC</i>	249
• Ex. K – Affidavit of Joey Oliver of Oliver Environmental Services....	269
• Ex. L – Sep. 5, 2012 Letter to SC Attorney General’s Office.....	284
• Ex. M – Odom’s written statements dated Nov. 14, 2012 and November 26, 2012.....	287
• Ex. N – April 16, 2001 Letter to S.C. Department of Commerce.....	290
10. Appellant’s Memorandum in Opposition to Motion for Summary Judgment, including exhibits, filed Aug. 16, 2022.....	291
• Ex. 1 – Glenn Odom Deposition.....	320

VOLUME II

• Ex. 1- Glenn Odom Deposition.....	501
• Ex. 2 – Grant Application Narrative.....	545
• Ex. 3 – Newspaper Article.....	546
• Ex. 4 – Grant Award Agreement.....	547
• Ex. 5 – Letter to Odom, dated May 9, 2001.....	548
• Ex. 6 – Meeting minutes dated May 9, 2001, and May 15, 200.....	549
• Ex. 7 – Letter to S.C. Department of Commerce, dated February 7, 2002.....	551
• Ex. 8 – Dec. 20, 2019 The State Article.....	553

• Ex. 9 – John Campolong Deposition.....	559
• Ex. 10 – Patricia Wise Deposition.....	641
• Ex. 11 – A.C McLeod Deposition.....	770
• Ex. 12 – Letter to S.C. Attorney General’s Office dated July 9, 2012.....	817
• Ex. 13 – Letter to SLED dated Jan. 23, 2013.....	820
• Ex. 14 – 2016 Campaign Flyer.....	821
• Ex. 15 – Affidavit of Willie Mae Roary.....	822
• Ex. 16 – Beulah Bolton Deposition.....	823
• Ex. 17 – Affidavit of Joey Oliver.....	868
• Ex. 18 – Joey Oliver Deposition.....	879
• Ex. 19 – Olin Morrison Deposition.....	930
• Ex. 20 – Marion Stephens, III Deposition.....	975

VOLUME III

• Ex. 20- Marion Stephens, III Deposition.....	1001
11. Respondent’s Reply Memorandum, filed Aug. 25, 2022.....	1010
12. Appellant’s Sur-reply Memorandum, filed Aug. 25, 2022.....	1019
13. Appellant’s Motion for Reconsideration, including exhibits, filed Feb. 14, 2023.....	1025
..	
• Ex. 1 – Glenn Odom Deposition.....	1041
• Ex. 2 – Patricia Wise Deposition.....	1099
• Ex. 3 – John Campolong Deposition.....	1133
• Ex. 4 – Marion Stephens, III Deposition.....	1155

• Ex. 5 – Beulah Bolton Deposition.....	1165
14. Respondent’s Memorandum in Opposition to Motion for Reconsideration, including exhibits, filed April 6, 2023.....	1177
• Ex. O – Deposition Transcript Excerpts.....	1216
15. Notice of Appeal, filed June 16, 2023.....	1248

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

1 anything specifically.

2 Q. All right. So as far as the general
3 statements that you've said have come up in
4 conversation in executive session about crook and
5 stole money from the town, did the people use those
6 exact words?

7 A. Yeah. They used those exact words in
8 executive session.

9 Q. And did you hear Mr. McLeod say any of
10 those -- make any of those comments?

11 A. I've -- I've heard him use the term, you
12 know, when they said about him stealing -- stealing
13 money from the town whenever he was on council here
14 or whenever he was the mayor here.

15 Q. And do you know when that statement would
16 have been made?

17 A. It's been made more than once and it's
18 been in executive session when we have our meetings.
19 So I can't pinpoint exactly when it was. I had no
20 idea I was going to be here today. If I would, I
21 would have made notes.

22 Q. So you don't know when it was made?

23 A. I don't remember exactly. No, I can't
24 tell you exactly when. It's been more than once,
25 like I said.

1 Q. Have you ever heard that said by anybody
2 else in town?

3 A. Yes, sir. Some other council members
4 have. Yes, sir. Mr. Sutton I've heard. Former
5 council member and current youth -- I mean, Shilon
6 Green, he's our youth -- I mean, our recreation
7 department person and he's over the recreation
8 department. I've heard him make the same statement
9 too.

10 Q. Were those in executive session or some
11 other time?

12 A. Well, Mr. Green, he's not on the council.
13 He wasn't in executive session making that. He was
14 just talking, you know, just out in general public.
15 But with the other council members, it's been in
16 executive session.

17 Q. And how about anybody else in the
18 community?

19 A. I haven't heard anybody say that.

20 Q. Have you heard anybody else in the
21 community say anything that would be considered
22 defamatory about Mr. Odom?

23 A. No, not to me.

24 Q. What's your term on council? You're on
25 council right now?

1 A. Yes, sir. My term is supposed to be up
2 and I didn't run. So the issues that we're having
3 with the election is the reason that I'm still on the
4 council.

5 Q. So you're a holdover member --

6 A. Yes, sir.

7 Q. -- waiting on the new member to be sworn
8 in to take your place --

9 A. Yes, sir.

10 Q. -- is that my understanding?

11 A. Yes, sir.

12 Q. Okay. So you just served one four-year
13 term?

14 A. Yes, sir.

15 (Off the record.)

16 BY MR. MCLEOD:

17 Q. Mr. Stephens, we'll go back on the record
18 here. Have you ever heard Mr. Kemp McLeod say
19 anything about Mr. Odom outside of executive session
20 in relation to what you have discussed earlier?

21 A. You mean in terms of saying -- calling him
22 a crook or --

23 Q. Whatever. I don't know what he said. I
24 mean, what do you think he said in executive session
25 about Mr. Odom?

1 A. You said outside of executive session.

2 Q. I mean, that's what I'm saying. What
3 you've answered as to what you heard in executive
4 session, have you ever heard him say that outside of
5 executive -- outside of the confines of the town
6 hall, executive session or town hall or anywhere
7 else?

8 A. No. Most of the time that I've spoken
9 with him, it's been here, you know, on the campus of
10 the town hall.

11 MR. MCLEOD: Okay. All right. I
12 don't have any further questions. Thank you for
13 coming today.

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

17 (The deposition was adjourned at 3:05 p.m.)
18
19
20
21
22
23
24
25

SIGNATURE OF DEPONENT

DEPONENT: MARION STEPHENS, III
DEPOSITION DATE: 01/08/2019
JOB NUMBER: 23074
REPORTER: KIMBERLY T. POWER
CASE CAPTION: ODOM VS. CAMPOLONG, ET AL.

(Please return both Signature of Deponent Pages)

I, MARION STEPHENS, III, the undersigned,
do hereby certify that I have read the foregoing
deposition and find it to be a true and accurate
transcription of my testimony, with the exceptions of
the following corrections, if any:

Page	Line	Change	Reason
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32

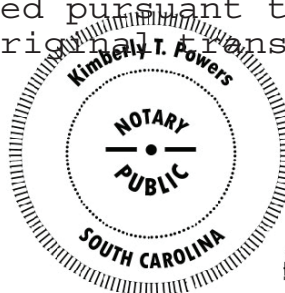
SIGNATURE OF DEPONENT
(Continued)

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MARION STEPHENS, III

DATE

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



Kimberly T. Power

KIMBERLY T. POWER, CCR

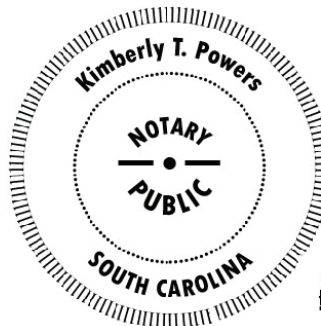
My Commission Expires: 04/24/25

CERTIFICATE OF REPORTER

I, Kimberly T. Power, Court Reporter
and Notary Public for the State of South Carolina at
Large, do hereby certify that the foregoing
transcript is a true, accurate, and complete record.

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

Witness my hand, I have hereunto
affixed by official seal this 23rd day of January,
2019, at Lexington, Lexington County, South Carolina.



Kimberly T. Power

Kimberly T. Power, Court Reporter
My Commission Expires: 4/24/2025

34

I N D E X

	Page	Line
MARION STEPHENS, III	3	1
EXAMINATION BY MR. PARKER:	3	3
EXAMINATION BY MR. MCCANTS:	8	23
EXAMINATION BY MR. MCLEOD:	19	8
SIGNATURE OF DEPONENT	31	1
CERTIFICATE OF REPORTER	33	1

REQUESTED INFORMATION INDEX

(No information requested.)

E X H I B I T S

(No exhibits.)

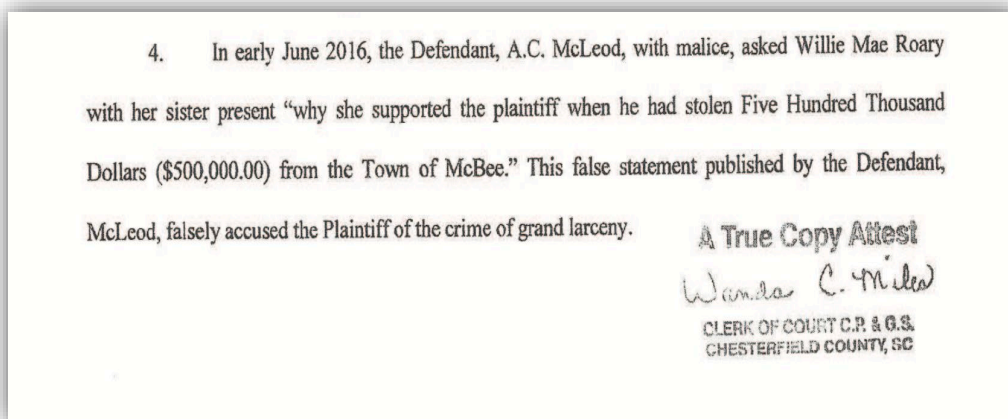
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHESTERFIELD	)	
	)	Civil Action No. 2018-CP-13-00275
GLENN C. ODOM,	)	
	)	
Plaintiff,	)	
	)	DEFENDANT JOHN CAMPOLONG'S
v.	)	REPLY TO PLAINTIFF'S
	)	MEMORANDUM IN OPPOSITION
JOHN CAMPOLONG AND A.C.	)	
MCLEOD,	)	
	)	
Defendants.	)	

This Court convened a hearing on August 17, 2022 concerning Defendants' respective Motions for Summary Judgment. During the hearing, the Honorable Judge Michael S. Holt granted Defendant John Campolong's ("Campolong") request to file a Reply Brief in response to Plaintiff's Memorandum in Opposition, which had been filed the day before the hearing took place. Campolong respectfully submits this Reply in Support of Summary Judgment.

I. Background

For the aid of the Court, Campolong has been accused of writing and speaking three defamatory statements about Plaintiff. A written defamatory statement is libel, whereas a spoken defamatory statement is slander. Plaintiff claims Campolong made the following alleged defamatory statements: (1) Campolong accused Plaintiff of illegally using \$850,000 in grant money (Complaint ¶ 2); (2) Campolong accused Plaintiff of illegally taking \$2,000 from an individual while Plaintiff was a Magistrate (Complaint ¶ 3); and (3) Campolong accused Plaintiff of puncturing the Town of McBee's ("McBee") water line. (Complaint ¶ 6). Campolong is accused of making the second alleged defamatory statement in only one instance, in a letter to the Attorney General of South Carolina, wherein McBee officials asked for a review of Plaintiff's conduct during his time in public office as a Chesterfield County Magistrate. In addition to these

statements, Co-Defendant AC McLeod is accused of telling an individual that Plaintiff had stolen \$500,000 from the McBee. (Complaint ¶ 4). Plaintiff does not accuse Campolong of having made this statement.



II. Summary judgment against the alleged libel should be granted.

During the August 17, 2022 hearing, Plaintiff (through his counsel) expressly abandoned any alleged libel as a basis for a defamation claim. Plaintiff conceded that he will base his defamation claim on the alleged slanders only. Therefore, Campolong's request for summary judgment against the alleged libel should be granted. Plaintiff's abandonment is in addition to the arguments that were briefed in previous submissions to the Court and discussed during the summary judgment hearing. To recapitulate briefly, the alleged libel in a 2012 letter to the Attorney General and a March 29, 2016 Affidavit are barred by the two year statute of limitations. S.C. Code Ann. § 15-3-550; Jones v. City of Folly Beach, 326 S.C. 360, 369, 483 S.E.2d 770, 775 (Ct. App. 1997) ("...South Carolina has not adopted the discovery rule in libel and slander cases."); Harris v. Tietex Int'l Ltd., 417 S.C. 533, 542, 790 S.E.2d 411, 416 (Ct. App. 2016) (citing Jones). The allegations in a 2016 Amended Complaint in another pending action brought by the Town of McBee are relevant to the causes of action contained therein and are, therefore, absolutely

privileged. Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 23, 567 S.E.2d 881, 893 (Ct. App. 2002) (“South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged.”). The two statements complained of in the 2016 campaign flyer are (a) *true* and (b) have not been shown to have been written with a high degree of awareness of probable falsity or with a reckless disregard for the truth. (As for this last allegedly libelous document, Campolong refers the Court to Exhibit N of his Memorandum in Support of Summary Judgment, which shows that Plaintiff held himself out as General Manager of Alligator Rural Water & Sewer at the same time he was Mayor of McBee, despite the fact he denies having been General Manager and Mayor at the same time.)

III. Summary judgment against the alleged slanders should be granted.

The only evidence that suggests Campolong made any allegedly slanderous statements comes from fellow McBee Council members, Beulah Bolton and Marion Stephens. Each alleges that Campolong accused Plaintiff of illegally using \$850,000 in grant money and of puncturing the McBee’s water line. Ms. Bolton claims that Campolong made statements concerning the \$850,000 in grant money (“about a million dollars”, per Ms. Bolton¹) during official meetings. (Dep. of Bolton, p. 15, L 18-22; p. 16, L 13-23). She also claims Campolong made one statement concerning the water line while in executive session during one Town Hall meeting. (*Id.*, p. 21, L 3-25). As for Mr. Stephens, he too claims that Campolong made comments about the \$850,000 in grant money and water line during executive sessions. (Dep. of Stephens, pp. 6-13; p. 7, L 3-25 cont. p. 8, L 1-6). Although Mr. Stephens uses words such as “crook” and “stole money” when characterizing Campolong’s alleged statements, in the context of Mr. Stephens’ testimony and this lawsuit, these statements refer to the use of the \$850,000 in grant money. (*Id.*, p. 5, L 7-25 cont. p.

¹ Dep. of Bolton, p. 18, L 1-3.

6, L 1-5; Complaint ¶ 2). Mr. Stephens claims that Campolong made these statements outside of executive session only once, at Campolong's office or place of business. (Id., p. 10, L 23-25 cont. p. 11, L 1-24). Mr. Stephens and Campolong were meeting and interacting in their official capacities as Town Council members. (Id., p. 11, L 22-25 cont. p. 12, L 1-5).

During the summary judgment hearing, Plaintiff (through his counsel) abandoned any alleged slanders that took place during an executive session of a Town Hall meeting. Plaintiff also appears to have abandoned any alleged slanders that took place during Town Hall meetings generally, given his reference to Richardson v. McGill. This case involved an official meeting that took place between members of the Williamsburg County Recreation Commission and the Williamsburg County Legislative Delegation. Richardson v. McGill, 273 S.C. 142, 144, 255 S.E.2d 341, 342 (1979). The meeting "was held in the office of Senator Floyd on the night of September 23, 1975, at which only appellant, members of the Legislative Delegation and the Recreation Commission were present." Richardson v. McGill, 273 S.C. 142, 144, 255 S.E.2d 341, 342. The Director of the Williamsburg County Recreation Commission, George Richardson, brought a defamation claim based on slanderous statements made by Frank McGill, an attendee of the meeting. Id. The South Carolina Supreme Court affirmed summary judgment in favor of McGill. The slanders were absolutely privileged because they "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." Id., 273 S.C. 142, 147-48, 255 S.E.2d 341, 343-44.

Campolong, as the Mayor, is a legislative member of the McBee's Town Council.² He

² McBee is a "council" form of government. Under this form of government, "[a]ll

made statements concerning the \$850,000 in grant money and the water line during Town Council meetings. These statements are also made within an Amended Complaint that was filed by the McBee at the time they were made. (Exhibit E of Campolong's Memorandum in Support of Summary Judgment, Amended Complaint, ¶¶ 32, 33 and ¶60). Campolong's alleged statements concerning these issues are related to ongoing litigation brought by the McBee. The lawsuit is against Plaintiff and various entities associated with him. (*Id.*; Dep. of Stephens, p. 7, L 1-5) ("That type stuff always come up when we go in executive session if we talk anything about anything having to do with the water..."). Given that the McBee was pursuing these allegations in an active lawsuit concerning the McBee's water supply, every Town Council member has an interest in them. Therefore, every statement made during a meeting between Town Council members is absolutely privileged.

During the hearing, Plaintiff tried to argue that the absolute privilege would not apply to the statement allegedly made at Campolong's office. He reads Richardson too narrowly. The legislative meeting in Richardson took place in a legislator's office. Richardson v. McGill, 273 S.C. 142, 144, 255 S.E.2d 341, 342. Furthermore, Campolong and Mr. Stephens were meeting in their official capacities only; they are not friends. (Dep. of Stephens, p. 11, L 22-25 cont. p. 12, L 1-5). And as already shown, the statements are related to the same allegations that the Town of McBee made in a lawsuit against Plaintiff. (Exhibit E of Campolong's Memorandum in Support of Summary Judgment, Amended Complaint, ¶¶ 32, 33 and ¶60). McBee council members have an official interest in McBee's lawsuit. Consequently, each one of the elements of absolute privilege is satisfied. Plaintiff's attempts to distinguish Richardson are unconvincing.

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. Campolong has been Mayor of McBee since 2008.

Finally, no evidence suggests that Campolong made these statements with a high degree of awareness of their probable falsity or a reckless disregard for the truth. The evidence suggests the opposite. The statements are the same as allegations that the McBee made in a lawsuit against Plaintiff. Lawyers subject to Rule 11 signed this pleading, meaning that they reviewed the allegations and decided that good ground to support them exists. Rule 11(a), SCRCPP. (Exhibit E of Campolong's Memorandum in Support of Summary Judgment, Amended Complaint). If the McBee's lawyers came to this conclusion, then Campolong cannot have been reckless in repeating the McBee's allegations while meeting with fellow council members and discussing water issues, the subject of the litigation.

IV. The statute of limitations bars Plaintiff's civil conspiracy claim.

Plaintiff argued that the civil conspiracy claim is subject to "continuous accrual", meaning that if acts taken in furtherance of the conspiracy occur over a decade, but a Plaintiff first brings a lawsuit in year 10, the acts taken in years 1-7 are barred, while the acts taken in years 8-10 are viable. Plaintiff cites State ex. rel. Wilson to support his contention concerning "continuous accrual". In this case, the South Carolina Supreme Court decided that a claim under the South Carolina Unfair Trade Practices Act is subject to "continuous accrual" and based this holding on the language of the statute. State ex rel. Wilson v. Ortho-McNeil-Janssen Pharms., Inc., 414 S.C. 33, 79, 777 S.E.2d 176, 200 (2015). The Fourth Circuit has recognized that the holding of State ex rel. Wilson is limited by the statutory context and does not support an extension of the "continuous accrual" theory to other contexts and causes of action. Poly-Med, Inc. v. Novus Sci. Pte. Ltd., 841 F. App'x 511, 516 (4th Cir. 2021) (certifying question concerning continuing breach of contract theory to South Carolina Supreme Court). In fact, South Carolina has adopted "continuous accrual" in only two contexts: SCUTPA and medical malpractice. Poly-Med, Inc. v. Novus Sci. Pte. Ltd.,

841 F. App'x 511, 516–17 (citing Marshall v. Dodds, 426 S.C. 453, 827 S.E.2d 570 (2019)). When the Court adopted “continuous accrual” in the context of medical malpractice, the basis of the holding was again the language of a statute, the statute of repose for medical malpractice claims. Marshall v. Dodds, 426 S.C. 453, 466, 827 S.E.2d 570, 576–77 (“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.’”). Consequently, no South Carolina case, let alone State ex. rel. Wilson, extends the concept of “continuous accrual” to the civil conspiracy context or supports that extension.

Plaintiff contends that the conspiracy against him began in 2012, when Campolong and other members of McBee Town Council drafted a letter to the Attorney General of South Carolina. Plaintiff knew that Campolong and others had drafted the letter in 2012. (Dep. of Odom, p. 93, L 8-16). Therefore, Plaintiff had until 2015 to bring a lawsuit. He waited until 2018. That is six years after the inception of the claim, and it is too late. Any alleged acts taken in furtherance of the conspiracy potentially add to Plaintiff’s damages; but they do not change the date of the purported combination or agreement of two or more persons, which by Plaintiff’s own admission is in 2012. Paradis v. Charleston Cnty. Sch. Dist., 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), reh'g denied (Aug. 18, 2021) (A civil conspiracy is defined as “(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.”) (emphasis added). In fact, Plaintiff has not offered any evidence that suggests another date on which a combination or agreement of two or more persons took place. Rule 56(c), SCRCF. Plaintiff’s claims are therefore barred by the applicable three-year statute of

limitations.³

V. Conclusion

This Court should grant summary judgment against the alleged libelous statements. Summary judgment against the alleged slanders should be granted as well. South Carolina caselaw does not support the application of the “continuous accrual” theory to a civil conspiracy cause of action. Therefore, the Court should also grant summary judgment against this cause of action.

Campolong requests separate rulings against each alleged instance of libel and each alleged instance of slander. By issuing discrete rulings, the Court will aid the parties by clarifying the issues for trial. For the same reason, a separate ruling concerning the civil conspiracy claim is also requested.

These claims have been stale and have been based on absolutely privileged statements from the beginning of this lawsuit. Years of discovery, moreover, have not enabled Plaintiff to put forward evidence that satisfies the clear and convincing standard for constitutional actual malice. Campolong’s request for summary judgment should be granted.

(Signature on Next Page)

³ It should be noted that even if Plaintiff’s “continuous accrual” theory were adopted (though it should not be), no acts taken prior to three years of the date of this lawsuit are actionable.

DEFENDANT JOHN CAMPOLONG'S REPLY TO PLAINTIFF'S MEMORANDUM IN OPPOSITION
Civil Action No. 2018-CP-13-00275

Respectfully Submitted,

s/John L. McCants

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August 25, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHESTERFIELD	)	CIVIL ACTION NO.: 2018-CP-13-275
	)	
GLENN C. ODOM,	)	
	)	
Plaintiff,	)	PLAINTIFF'S SUR-REPLY IN
	)	FURTHER OPPOSITION
	)	DEFENDANTS' MOTIONS FOR
v.	)	SUMMARY JUDGMENT
	)	
JOHN CAMPOLONG AND A.C.	)	
MCLEOD,	)	
	)	
Defendants.	)	

Plaintiff Glenn C. Odom respectfully submits this Sur-reply to address two points raised by Defendants in their reply memoranda filed after the August 17, 2022 hearing on Defendants' Motions for Summary Judgment.

I. Statements made outside of legislative proceedings and an official's legislative function are not absolutely privileged.

In *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979), the Supreme Court of South Carolina delineated what as of today is the farthest extension of the absolute legislative privilege within the context of defamation actions in South Carolina. In response to allegedly defamatory statements that were made by a South Carolina legislator during an official meeting between a legislative delegation and a county recreation commission, the court noted that “a sound public policy has long recognized an absolute immunity for members of legislative bodies for acts **in the performance of their duties.**” *Id.* at 146, 255 S.E.2d at 343 (emphasis added). Thus, in order for the privilege to be applicable, a legislator must be “engaged in a legislative duty or process at the time the defamatory statements were made.” *Id.* The *Richardson* court confined

its holding to the facts before it, stating that the alleged statements were privileged in part because they were made “**at a meeting** attended only by the legislative delegation, the members of the Recreation Commission, and appellant” *Id.* at 147, 255 S.E.2d at 343 (emphasis added).

The Restatement (Second) of Torts provides further guidance on the application of the absolute privilege to legislative proceedings. “The privilege does not protect a legislator who in private or public discussion outside of his legislative function . . . engages in other activities incidentally related to legislative affairs but not a part of the legislative process itself.” Restatement (Second) of Torts § 590 (Am. Law Inst. 1977). This principle derives from the common law, which protected “a member of Parliament, of Congress or of a state legislature in his speech **in the course of debate, legislative reports and in committee** by granting him immunity from actions for damages for defamatory remarks made in such speech.” *Adamson v. Bonesteele*, 295 Or. 815, 822, 671 P.2d 693, 696 (Ore. 1983). In other words, “[w]hat a member of Parliament says on the floor of the House is privileged, but repetition of the same words outside is not” *Id.* at 819, 671 P.2d at 695.

Here, there is at least a scintilla of evidence demonstrating that both Defendants made arguably defamatory statements concerning Plaintiff outside of Town Council meetings. Both Marion Stephens, III and Beulah Bolton have testified that Campolong made statements outside of meetings concerning Plaintiff. (Pl.’s Mem. in Opp. to Mot. for Summ. J. at 7-12). In addition to Bolton, both Olin Morrison and Willie Mae Roary

stated that McLeod had repeated similar statements to them outside of Town Council meetings or sessions. (*Id.* at 12-16).

And regardless of whether these statements were made to citizens of McBee or Town Council members, Defendants have produced no evidence that these statements were made in furtherance of Town Council business or in the performance of Defendants' legislative duties. The burden is on Defendants to undisputedly demonstrate that these statements were made in the performance of legislative functions. *See Crain v. Smith*, 22 S.W.3d 58, (Ct. App. Tex. 2000) ("Because privilege is a defense, appellees had the burden to establish it as a matter of law."). Defendants have pointed to no evidence in the record demonstrating that (1) the \$850,000.00 grant, (2) alleged acts of misappropriation or theft by Plaintiff, or (3) **the cause** of a rupture in the subject water line have been valid topics related to the McBee Town Council's legislative functions since 2016. Statements made in the form of gossip outside of Town Council meetings, whether in Town buildings, restaurants, officials' private places of business, or on the street, are not protected by the absolute privilege if they were not uttered in the direct performance of legislative functions or as part of the legislative process. As such, the defamatory statements at issue in this action should not be afforded the absolute privilege.

II. Plaintiff is allowed to recover on his civil conspiracy claim for all acts in furtherance of the conspiracy which occurred three years prior to the filing of this action.

To support the argument that Plaintiff's civil conspiracy claim is barred by the statute of limitations, Defendants have cited to an unpublished Fourth Circuit decision

for the proposition that the doctrine of continuous accrual is limited by the statutory context of *State ex. rel. Wilson v. Ortho-McNeil-Janssen Pharms., Inc.*, 414 S.C. 33, 79, 777 S.E.2d 176, 200 (2015), and that *State ex. rel. Wilson* does not support an extension of the theory to other contexts and causes of action. The Fourth Circuit decision, *Poly-Med, Inc. v. Novus Scientific Pte. Ltd.*, 841 Fed. App'x 511 (4th Cir. 2021) does no such thing.

First, in *Poly-Med* the Fourth Circuit asked the Supreme Court of South Carolina to answer the certified question of whether the doctrine would apply to breach of contract cases, which by their very nature are contingent on a single wrong, i.e., the breach of the contract. *State ex. rel. Wilson*, on the other hand, concerned a statutory tort claim under the Unfair Trade Practices Act which was analogous to the ongoing, separate harms that Plaintiff has sustained as a result of the alleged conspiracy. The Fourth Circuit acknowledged that the doctrine would apply to the SCUTPA context, and that South Carolina had endorsed the principle with regards to other tortious conduct, namely within the medical malpractice context. *See Marshall v. Dodds*, 426 S.C. 453, 827 S.E.2d 570 (2019).

In doing so, the Fourth Circuit observed that the Supreme Court had previously cited *State ex. rel. Wilson* for the principle that “fixing the deadlines on the date of the first instance of misconduct when there is repeated wrongdoing would allow ‘parties engaged in long standing malfeasance . . . [to] obtain immunity in perpetuity from suit even for recent and ongoing malfeasance’”, and that it was clear that at a minimum, “the Supreme Court of South Carolina’s endorsement of the continuing violation

doctrine is not limited to the SCUTPA context, and will extend at least to some other contexts as well.” *Poly-Med*, 841 Fed. App’x at 516-17.

Clearly, the misconduct alleged by Plaintiff falls into the category of acts that would be encompassed by the continuous accrual doctrine as adopted by South Carolina in *State ex. rel. Wilson* and *Marshall*. The publishing of separate, distinct statements consists of separate, actionable wrongs by Defendants in furtherance of an alleged conspiracy that continued unabated until after the filing of this action. Obviously, Defendants’ position regarding the statute of limitations would lead to unequitable, unjust results. Under Defendants’ view, they would be allowed to continue inflicting damage and engaging in tortious conduct in perpetuity if they so wished, since the origins of the conspiracy began over three years prior to the filing of this action. The Supreme Court has clearly recognized the unfairness of this type of reasoning, and Plaintiff should be permitted to pursue his civil conspiracy claim for all acts and occurrences that are within three-years of the filing of his action.

CONCLUSION

For the foregoing reasons, and those set forth in his previously filed memoranda, the Plaintiff respectfully requests that the Court deny Defendants’ Motions for Summary Judgment.

[SIGNATURE PAGE FOLLOWS]

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ATTORNEYS FOR PLAINTIFF

August 25, 2022
Hampton, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHESTERFIELD	)	CIVIL ACTION NO.: 2018-CP-13-275
	)	
GLENN C. ODOM,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MOTION FOR
	)	RECONSIDERATION
	)	
v.	)	
	)	
JOHN CAMPOLONG AND A.C.	)	
MCLEOD,	)	
	)	
Defendants.	)	

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Plaintiff Glenn C. Odom respectfully moves the Court to Alter or Amend Judgment and/or for Reconsideration of its February 9, 2023 Order granting summary judgment in favor of Defendant John Campolong and partial summary judgment in favor of Defendant A.C. McLeod. Specifically, Plaintiff requests that the Court reconsider (1) its decision that Plaintiff has not submitted clear and convincing evidence of actual malice on the part of Campolong, (2) its decision that any statements made by McLeod to fellow Town Council members, regardless of whether there is any evidence that they were actually made in pursuit of a legislative function, are covered by a blanket legislative privilege bestowing absolute immunity, and (3) its decision that the statute of limitations on Plaintiff's civil conspiracy claim expired prior to the filing of Plaintiff's Complaint.

A motion for reconsideration permits a party one final chance to call the court's attention to a possible misapprehension of an earlier argument or to revisit a previously raised argument. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 22, 602 S.E.2d 772, 229

(2004) (“It is inherently unfair to disallow such an opportunity.”). As our Supreme Court recognized in *Elam*, Rule 59(e) serves to give the trial court “the opportunity promptly to correct its own alleged errors.” *Id.* Plaintiff thus seeks to correct the Order’s errors and expressly requests a hearing before the Court regarding this Motion.

SUMMARY JUDGMENT STANDARD

“Summary judgment is a drastic remedy and should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues.” *Singleton v. Sherer*, 377 S.C. 185, 198, 659 S.E.2d 196, 203 (Ct. App. 2008). When ruling on a motion for summary judgment, the Court should not grant dismissal unless the nonmoving party can point to an absence of evidence in the record on any issue of material fact. *Baughman v. Am. Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). It is true that the trial court must grant summary judgment on the issue of actual malice if the plaintiff cannot prove actual malice under a clear and convincing standard. *George v. Fabri*, 345 S.C. 440, 454, 548 S.E.2d 868, 875 (2001). However, the 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) (emphasis added).

ARGUMENTS

- I. **The Order fails to account for the entire record in determining that there is not clear and convincing evidence that Campolong acted with actual malice and improperly focuses only on the deposition testimony of Plaintiff.**

The Order focuses on only one segment of the record and conclusively determines that Plaintiff cannot prove actual malice. In his deposition, Odom stated that he “would have no way of knowing” or “ascertaining” whether Campolong subjectively entertained serious doubts about the truth of his statements. (Ex. 1, Odom Dep. 50:2-19; 220:14-17). From this, the Order implicitly concludes that there is no other evidence compelling enough, even in the light most favorable to Plaintiff, (1) to overcome Odom’s “admission” or (2) to convince a reasonable juror that Campolong in fact knew or should have known of his statements’ falsity.

Actual malice in the constitutional sense describes scenarios in which the speaker knows his statements are false or had a high degree of awareness of probable falsity. *Garrard v. Charleston Cnty. Sch. Dist.*, 429 S.C. 170, 209, 838 S.E.2d 698, 719 (Ct. App. 2019). Here, the Court’s Order does not consider the entire record as mandated by South Carolina law in making its determination. In opposing Defendants’ motions, Plaintiff clearly pointed to numerous portions of the record containing evidence probative of whether Campolong knew or should have known that his statements were false. The Court’s Order ignores this evidence and any reasonable inferences that could arise from it, and instead places undue importance on Odom’s subjective beliefs. This is clearly in error, as South Carolina authorities dictate that in determining actual malice trial courts must review **all evidence** in the **entire record**, in the light most favorable to Plaintiff.

To reiterate Plaintiff’s evidence of actual malice, the first instance of Campolong making his 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. 2, 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. 3, Campolong Dep. 19:18-23). Thus, Campolong has always been aware that this was the grant's purpose, calling into doubt whether it would have been reasonable for him to subjectively believe his claims that Odom misappropriated the tobacco settlement money.

Campolong has admitted that he never personally investigated his claims, and that he had no personal knowledge of any wrongdoing by Odom. (*Id.* at 21:24-22:13, 30:13-16). Campolong never spoke to Odom nor any of the other individuals involved in the grant process to determine if any wrongful conduct had occurred. (*Id.* at 30:9-12).

In fact, both Campolong and McLeod testified that they did not know how the grant was obtained. (*Id.* at 30:13-16). A fellow Town Council member has testified that Campolong did not have any proof to substantiate any of his claims. (Ex. 4, Stephens Dep. 5:7-21; 8:10-15).

Vitally, Campolong has stated that he did not personally believe that Odom had done anything illegal. (Ex. 3, Campolong Dep. 9:2-24, 11:4-12, 74:22-24). Further, Campolong's daughter, Patricia Wise, testified that at some point Campolong had possibly received the January 23, 2013 determination by Solicitor Rogers that there was no evidence of criminal wrongdoing. (Ex. 2, Wise Dep. 110:10-12). Campolong's co-conspirator, McLeod, was unquestionably aware of these findings, as noted by the Court's Order. Approximately ten years passed since Defendants wrote their first letter to the Attorney General concerning Odom, and Campolong had yet to receive a single shred of information that his allegations were founded or based in reality. All the while, McLeod admittedly knew their defamatory statements were unsupported by the SLED investigation. The Order goes so far as to state that shortly after 2012 the Town Council members were informed that no wrongdoing had been found, yet somehow simultaneously concludes that years later Campolong could not have had reason to doubt the veracity of his statements concerning the tobacco settlement funds. (Order at 3).

Thus, the evidence demonstrates that Campolong (1) had ample reason to know that Odom had not engaged in any misconduct, (2) failed to investigate or make any attempts to ascertain the truth of his statements despite contrary knowledge, (3)

admitted that he did not think that Odom had actually engaged in any misconduct, and (4) had a political motive for his defamatory statements. This is practically the same evidence that was presented to the Court regarding McLeod, yet in McLeod's case the Order finds that there is clear and convincing evidence that he acted with actual malice. This inconsistency is created because the Court's Order confusingly ignores the above-described evidence regarding Campolong and solely focuses on Odom's testimony, thereby punishing Odom personally for not understanding or articulating in his deposition how this evidence was relevant to the actual malice analysis.

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). Evidence that **the defendant** purposefully avoided or was unconcerned with the truth is sufficient to demonstrate actual malice. *Elder v. Gaffney Ledger*, 341 S.C. 108, 114, 533 S.E.2d 899, 902 (2000). Failure to investigate facts can constitute actual malice when there are obvious reasons to doubt the veracity of the information. *St. Amant v. Thompson*, 390 U.S. 727, 732, 88 S. Ct. 1323, 1326 (1968). Evidence of motive is relevant to the actual malice inquiry. *Elder*, 341 S.C. at 115, 533 S.E.2d at 902. In this case, not only has Plaintiff demonstrated evidence of motive, Plaintiff has also demonstrated that Defendants failed to truly investigate any of their claims, and that both Defendants had obvious reasons to doubt that what they were saying was true, as they had seen the letter verifying that Odom's use of the funds conformed to the grant's purpose, and they had knowledge that SLED and the Solicitor had uncovered no evidence of wrongdoing.

It is irrelevant and inconsequential if Odom personally had knowledge, proof, or even an understanding of actual malice. Instead, in determining whether Campolong acted with actual malice the Order should have reviewed the remainder of the record to look for evidence that Campolong knew his statements were false or acted in reckless disregard of the truth. This evidence is the exact same evidence demonstrating that McLeod acted with actual malice. The question is not one of Odom's subjective beliefs; rather, the analysis should have focused on the evidence in the record demonstrating Campolong's awareness of probable falsity prior to publishing his statements. In failing to focus on this question, the Order casts Odom's deposition testimony in the light most favorable to Defendants instead of Plaintiff and determines that Plaintiff could never prove actual malice, simply because Odom could not articulate in a deposition whether he personally had any actual proof that Campolong knew of the falsity of his statements. Doing so is clear error and contrary to the actual malice standard.¹

II. The absolute privilege should not be applied to protect statements made by McLeod or Campolong outside of Town Council meetings and sessions.

The Order finds that all statements made by McLeod to Beulah Bolton were within the absolute privilege. The Order does not make any findings at all as to whether any statements made to Marion Stephens III, another Town Council member, were absolutely privileged. The absolute privilege should not be extended to cover any

¹ Confusingly, the Order finds that a statement made to Bolton and her sister at Campolong's office was not made with actual malice, despite the fact that the Order states that the testimony is unclear as to who the speaker is. The Plaintiff questions how the Court could have performed the actual malice inquiry without knowing who the speaker was.

statements made by Campolong and McLeod to either Bolton or Stephens outside of Town Council sessions and meetings, as there is no evidence that the statements were made in furtherance of any legitimate legislative purpose.

South Carolina has never extended the absolute privilege to cover conversations between legislative members outside the boundaries of legislative meetings or sessions. The Order relies on *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979), in determining that statements made between Town Council members in temporal or spatial proximity to council sessions are necessarily related to council functions and protected by the privilege. To the contrary, *Richardson* finds that statements made by legislators outside of legislative sessions are protected only when made during an actual legislative meeting. *Id.* at 147, 255 S.E.2d at 344. The statements made to Bolton and Stephens all occurred not only outside of Town Council sessions, but also outside of Town Council meetings. Further, the statements could not have been made pursuant to any legitimate legislative purpose or function, as the statements concerned incidents that had been resolved by SLED and the Solicitor's Office for approximately three years prior to Defendants' statements being published.

Defendants have pointed to no evidence that these statements were actually made pursuant to some legitimate Town Council function, and since Defendants are asserting the absolute privilege, it is their burden to come forward with this evidence. They cannot because addressing the issues contained in the defamatory statements, in council sessions and meetings, or outside of them, would have no relation to any stated purpose of the Town Council. The matters encompassed by Defendants' defamatory

statements had been resolved for numerous years prior to their publication. The matters were outside the scope of the Town Council's functions, and as such the Town Council had no authority to retroactively take any corrective action on the matters, outside of the letter it sent in 2012.

The Town Council's function is to set policies, approve budgets, determine tax rates, and determine water rates.² The defamatory statements at issue in this lawsuit may have concerned law enforcement and the prosecutorial functions of SLED and the Solicitor's Office, and they may have been incidentally related to the Town's business, but they cannot in anyway be construed as truly relating to the Town Council's legislative functions. If anything, they may be related to quasi-executive functions that the Town Council and Mayor may have possessed, which are not protected by an absolute privilege. *See Wright v. Sparrow*, 298 S.C. 469, 474, 381 S.E.2d 503, 506 (Ct. App. 1989) ("Absolute privilege is a narrow concept in South Carolina . . . Sparrow was not in a legislative or judicial position. While he claims executive official status to make the alleged defamatory statements we decline to hold he was entitled to an absolute privilege . . ."). The Court's Order does not contemplate any of the self-stated legislative functions of the McBee Town Council at all in reaching its decision and seems to rely exclusively on temporal proximity and geographic location in determining whether the statements were absolutely privileged. Plaintiff can find no authority setting forth that these are permissible factors for courts to consider in applying the absolute privilege.

² *See Town Council*, Town of McBee, South Carolina, https://www.townofmcbeesc.com/government/elected_officials/town_council.php.

Instead, *Richardson* states that the absolute privilege only applies to the acts of legislative members in the performance of their duties. *Id.* at 146, 255 S.E.2d at 343. Thus, in order for the privilege to be applicable, a legislator must be “engaged in a legislative duty or process at the time the defamatory statements were made.” *Id.* More importantly, the *Richardson* court confined its holding to the facts before it, stating that the alleged statements were privileged in part because they were made “**at a meeting** attended only by the legislative delegation, the members of the Recreation Commission, and appellant . . .” *Id.* at 147, 255 S.E.2d at 343 (emphasis added).

The Restatement (Second) of Torts provides further guidance on the application of the absolute privilege to legislative proceedings. “The privilege does not protect a legislator who in private or public discussion outside of his legislative function . . . engages in other activities **incidentally related to legislative affairs but not a part of the legislative process itself.**” Restatement (Second) of Torts § 590 (Am. Law Inst. 1977) (emphasis added). This principle derives from the common law, which protected “a member of Parliament, of Congress or of a state legislature in his **speech in the course of debate, legislative reports and in committee** by granting him immunity from actions for damages for defamatory remarks made in such speech.” *Adamson v. Bonesteele*, 295 Or. 815, 822, 671 P.2d 693, 696 (Ore. 1983). In other words, “[w]hat a member of Parliament says on the floor of the House is privileged, but repetition of the same words outside is not . . .” *Id.* at 819, 671 P.2d at 695.

It makes no difference if the Defendants' statements were made in Town Hall, immediately before or after Town Council sessions, or at the Mayor's Office.³ What matters is whether the statements legitimately sought to advance a Town Council purpose. There is no evidence here that they did. The Order extends the absolute privilege to unconditionally protect statements made incidentally to legislative affairs that have no bearing on the legislative process, even if they are made outside of legislative meetings. (Order at 15) ("the statements in Bolton's case were . . . seemingly in furtherance of a matter relevant to the council."). South Carolina law has never gone this far, and *Richardson* only extends the privilege outside of official legislative sessions to meetings between legislators (and possibly other interested parties) specifically concerning a legitimate legislative function. The statements of Defendants were neither made in sessions or meetings, formal or informal, and the Order conflates whether the statements were made in furtherance of legislative business or whether they were only incidentally relevant to the Town Council.

³ There is evidence in the record that Defendants made defamatory remarks to both Bolton and Stephens outside of Town Hall. (Ex. 5, Bolton Dep. 19:9-11, 20:1-4; Ex. 4, Stephens Dep. 10:23-11:4). Statements were made to Bolton, along with her sister, at Campolong's business office, and Campolong made statements to Stephens at his "place of business". (*Id.*). These comments were obviously not made in temporal or geographic proximity to any Town Council session or meeting. Additionally, contrary to the Order's conclusion, Campolong's statements to Bolton and her sister that Odom "messed this town up" and "ruined it" are actionable regardless of whether they are framed as opinion, as they imply undisclosed facts that if untrue would damage Odom's reputation and call into question his fitness as a public official. See *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 511, 506 S.E.2d 497, 502 (1998) (describing slander *per se* as statements charging the plaintiff with unfitness in one's business or profession); *Garrard v. Charleston Cnty. Sch. Dist.*, 429 S.C. 170, 201 n.12, 838 S.E.2d 698, 714 n.12 (Ct. App. 2019) (noting that an "opinion" may be actionable if it implies the existence of undisclosed defamatory facts).

The occasions on which McLeod and Campolong published statements to Bolton and Stephens outside of Town Council sessions were not “meetings” in the legislative sense of the word. Statements made in the form of gossip outside of Town Council meetings, whether in Town buildings, restaurants, officials’ private places of business, or on the street, are not protected by the absolute privilege if they were not uttered in the direct performance of legislative functions or as part of the legislative process. As such, the defamatory statements at issue in this action should not be afforded the absolute privilege. The Plaintiff respectfully requests that the Court abstain from unilaterally expanding the historical scope of the absolute privilege and reverse its Order.

III. The doctrine of continuous accrual would apply to Plaintiff’s civil conspiracy claim, and even if it does not, Plaintiff’s civil conspiracy claim did not definitively accrue until 2016 at the earliest.

To support the argument that Plaintiff’s civil conspiracy claim is barred by the statute of limitations, the Order cites to an unpublished Fourth Circuit decision for the proposition that the doctrine of continuous accrual is limited to the statutory contexts of *Marshall v. Dodds*, 426 S.C. 453, 827 S.E.2d 570 (2019), and *State ex. rel. Wilson v. Ortho-McNeil-Janssen Pharms., Inc.*, 414 S.C. 33, 79, 777 S.E.2d 176, 200 (2015), and that *Marshall* and *State ex. rel. Wilson* do not support an extension of the theory to other contexts and causes of action. The Fourth Circuit decision, *Poly-Med, Inc. v. Novus Scientific Pte. Ltd.*, 841 Fed. App’x 511 (4th Cir. 2021), does no such thing.

First, in *Poly-Med* the Fourth Circuit asked the Supreme Court of South Carolina to answer the certified question of whether the doctrine would apply to breach of

contract cases, which by their very nature are contingent on a single wrong, i.e., the breach of the contract. *State ex. rel. Wilson*, on the other hand, concerned a statutory tort claim under the Unfair Trade Practices Act, which is analogous to the ongoing, separate harms that Plaintiff has sustained as a result of the alleged conspiracy. The Fourth Circuit acknowledged that the doctrine would apply to the SCUTPA context, and that South Carolina had endorsed the principle with regards to other tortious conduct, namely within the medical malpractice context. *See Marshall v. Dodds*, 426 S.C. 453, 827 S.E.2d 570 (2019).

In doing so, the Fourth Circuit observed that the Supreme Court had previously cited *State ex. rel. Wilson* for the principle that “fixing the deadlines on the date of the first instance of misconduct when there is repeated wrongdoing would allow ‘parties engaged in long standing malfeasance . . . [to] obtain immunity in perpetuity from suit even for recent and ongoing malfeasance’”, and that it was clear that at a minimum, **“the Supreme Court of South Carolina’s endorsement of the continuing violation doctrine is not limited to the SCUTPA context, and will extend at least to some other contexts as well.”** *Poly-Med*, 841 Fed. App’x at 516-17 (emphasis added).

Clearly, the misconduct alleged by Plaintiff falls into the category of acts that would be encompassed by the continuous accrual doctrine as adopted by South Carolina in *State ex. rel. Wilson* and *Marshall*. The publishing of separate, distinct statements consists of separate, actionable wrongs by Defendants in furtherance of an alleged conspiracy that continued unabated until after the filing of this action. Obviously, the

Order's conclusion regarding the statute of limitations has lead to unequitable, unjust results. Defendants will be allowed to continue inflicting damage and engaging in tortious conduct in perpetuity if they so wish, since the origins of the conspiracy began over three years prior to the filing of this action. The Supreme Court has clearly recognized the unfairness of this type of reasoning, and Plaintiff should be permitted to pursue his civil conspiracy claim for all acts and occurrences that are within three-years of the filing of his action.

An alternative reason to deny Defendants' motion as to the civil conspiracy claim is that the statute of limitations would have been tolled under the discovery rule until Plaintiff knew or should have known that a civil conspiracy claim might have existed. The Order incorrectly states South Carolina law in asserting that an unlawful act or unlawful means are not necessary elements of the tort. (Order at 18). Citing *Paradis* and earlier cases, the Order relies on an earlier formulation of the tort's elements, which only required (1) an agreement (2) for the purpose of harming the plaintiff (3) which causes special damage. However, *Paradis* sets forth a new articulation of the elements of civil conspiracy, which includes an element calling for the overt commitment of "an unlawful act or a lawful act by unlawful means" in furtherance of the agreement. *Paradis*, 433 S.C. at 574, 861 S.E.2d at 780.

None of the parties have pointed to any evidence in the record of any unlawful acts or lawful acts achieved by unlawful means committed in furtherance of the alleged conspiracy until 2016, when Campolong's campaign created its defamatory flyers and both Defendants began making defamatory statements to McBee citizens concerning

Odom. While Plaintiff has pointed to the 2012 letter as evidence of an agreement between Defendants, his claims of civil conspiracy could not have accrued at that time, and he could not have suffered any legally recognizable damage until the defamatory statements concerning him began to be published in an unlawful manner. Plaintiff has conceded that the 2012 letter would likely be protected by a qualified privilege, and thus would not be unlawful. As argued by Plaintiff at the hearing on Defendants' motions, the 2012 letter by itself only serves as evidence of an agreement between the Defendants, and as such it satisfies only the first element of the civil conspiracy claim. The record contains no evidence of defamatory statements or any other overt unlawful acts in furtherance of the conspiracy until 2016. Therefore, under the discovery rule, Plaintiff could not have known that a civil conspiracy claim existed until 2016, and Plaintiff's Complaint was filed well within the three-year statute of limitations in 2018.

CONCLUSION

For the foregoing reasons, and those set forth in his previously filed memoranda in opposition to Defendants' Motions for Summary Judgment, the Plaintiff respectfully requests that the Court grant his motion and reverse its Order granting Defendants summary judgment.

[SIGNATURE PAGE TO FOLLOW]

Respectfully Submitted,

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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-1041

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

2	4
1 APPEARANCES:	1 CONTENTS:
2	2 (Deposition of Glenn C. Odom)
3 Representing the Plaintiff:	3 PAGE:
4 JOHN E. PARKER, ESQUIRE	4 Examination by Mr. McCants.....4
5 Peters, Murdaugh, Parker, Elzroth & Detrick, P.A.	5 Examination by Mr. McLeod.....4
6 101 Mulberry Street East	6 Certification of Reporter.....223
7 Hampton, South Carolina 29924	7 Verification.....224
8	8 Errata.....225
9 Representing the Defendant John Campolong:	9
10 JOHN L. MCCANTS, ESQUIRE	10 * * * * *
11 Rogers, Lewis, Jackson, Mann & Quinn, L.L.C.	11 EXHIBITS
12 1901 Main Street	12 EXHIBIT INDEX: PAGE:
13 Columbia, South Carolina 29201	13 (Copies of exhibits attached.)
14	14 Defendant's Exhibit No. 1 (1 page).....56
15 Representing Defendants John Campolong and A.C. McLeod:	15 - Grant Award Agreement
16 ANDREW F. MCLEOD, ESQUIRE	16 Defendant's Exhibit No. 2 (1 page).....56
17 Harris, McLeod & Ruffner	17 - Letter Dated 5/9/01
18 222 Market Street	18 Defendant's Exhibit No. 3 (1 page).....59
19 Cheraw, South Carolina 29520-2414	19 - Town Council Minutes 5/9/01
20	20 Defendant's Exhibit No. 4 (1 page).....67
21 Representing Defendant A.C. McLeod:	21 - Town Council Minutes 5/16/01
22 JESSICA W. LAFFITTE, ESQUIRE	22 Defendant's Exhibit No. 5 (1 page).....70
23 Gallivan, White & Boyd, P.A.	23 - Newspaper Article
24 1201 Main Street, Suite 1200	24 Defendant's Exhibit No. 6 (1 page).....72
25 Columbia, South Carolina 29201	25 - Narrative
3	5
1 ANDREW L. RICHARDSON, JR., ESQUIRE	1 Defendant's Exhibit No. 7 (1 page).....85
2 McAngus, Goudelock & Courie, L.L.C.	2 - Letter dated 3/13/02
3 1320 Main Street, 10th Floor	3 Defendant's Exhibit No. 8 (1 page).....86
4 Columbia, South Carolina 29201	4 - Check
5	5 Defendant's Exhibit No. 9 (1 page).....87
6 Also present:	6 - Bank Register
7 John Campolong, Defendant	7 Defendant's Exhibit No. 10 (2 pages).....92
8 A.C. McLeod, Defendant	8 - Closing Certificate of Grant Recipient
9	9 Defendant's Exhibit No. 11 (2 pages).....92
10	10 - Letter dated 2/7/02
11	11 Defendant's Exhibit No. 12 (1 page).....95
12	12 - Statement dated 11/24/12
13	13 Defendant's Exhibit No. 13 (1 page).....95
14	14 - Statement dated 11/26/12
15	15 Defendant's Exhibit No. 14 (2 pages).....101
16	16 - Letter dated 2/6/02
17	17 Defendant's Exhibit No. 15 (1 page).....104
18	18 - Letter dated 8/31/01
19	19 Defendant's Exhibit No. 16 (2 pages).....114
20	20 - Check #4084
21	21 Defendant's Exhibit No. 17 (1 page).....118
22	22 - Copy of Deposit Slip and Check
23	23 Defendant's Exhibit No. 18 (15 pages).....127
24	24 - Affidavit of Joey Oliver
25	25

6 1 Defendant's Exhibit No. 19 (5 pages).....151 2 - Order 3 4 5 * * * * * 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 16 17 18 19 20 21 22 23 24 25	8 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
7 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.	9 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?

10 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,	12 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.
11 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.	13 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.

14 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	16 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.
15 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?	17 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.

18 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?	20 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
19 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.	21 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

22 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	24 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.
23 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,	25 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?

26 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.	28 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
27 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.	29 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?

30 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.	32 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?
31 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.	33 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?

34 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.	36 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.
35 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,	37 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.

38 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	40 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.
39 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.	41 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.

42 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.	44 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 --
43 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.	45 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.

46 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.	48 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?
47 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	49 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

50 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	52 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
51 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	53 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

54 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?	56 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
55 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.	57 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

58 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?	60 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.
59 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	61 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

62 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.	64 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.
63 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?	65 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?

66 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.	68 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?
67 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.	69 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.

70 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	72 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
71 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	73 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?

74 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?	76 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
75 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	77 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

78 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	80 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
79 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.	81 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.

82 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.	84 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.
83 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.	85 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

86 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,	88 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,
87 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	89 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 --

90 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.	92 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
91 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	93 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

94 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.	96 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
95 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	97 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.

98 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	100 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
99 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.	101 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

102 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.	104 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
103 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?	105 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?

106 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	108 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.
107 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.	109 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.

110	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?	112	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
111	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.	113	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

114 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	116 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
115 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?	117 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

118 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	120 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.
119 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.	121 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

122 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	124 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
123 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	125 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

126	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	128	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.
127	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	129	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.

130	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	132	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
131	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	133	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?

134 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.	136 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
135 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.	137 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

138 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	140 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
139 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	141 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

142	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.	144	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
143	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,	145	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

146 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?	148 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.
147 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.	149 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

150 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.	152 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
151 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.	153 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?

154	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	156	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?
155	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.	157	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

158 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?	160 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
159 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 fiancé -- 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	161 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.

162 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.	164 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
163 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.	165 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.

166	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	168	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
167	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.	169	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?

170	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	172	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.
171	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?	173	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?

174	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	176	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?
175	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?	177	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.

178 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.	180 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
179 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.	181 1 they needed water but it closed after, I believe, 2 construction started. 3 Q. And then it's never reopened after? 4 A. Never reopened. 5 Q. But Caro-Knit was there for a long time before 6 that? 7 A. About 50 or 60 years, and again, you know, they 8 made -- you know it was a cloth mill. And all 9 cloth mills, I guess, went to China or Mexico. 10 Q. But you agree that -- so in the end result, then 11 Alligator Rural Water Company and Chesterfield 12 County Rural Water Company benefitted from the 13 establishment of that 16-inch line that was paid 14 for by the tobacco settlement money? 15 A. I'll agree that everybody in the county gained 16 from it. 17 Q. Okay. How did the Town of McBee gain from it, 18 again? 19 A. Because if the rest of the county had no water, 20 there would have been no growth. We've seen a 21 lot of industry brought in. There would be no 22 Wal-Mart Distribution. All the industries that 23 have come in outside of Cheraw get water from 24 here. The bakery at Pageland, none of those 25 would come in. So the taxes would have to be

182 1 paid for the same thing. So the people living in 2 the Town of McBee, their property taxes would 3 have gone up. The more growth in the county, the 4 less the property tax. 5 Q. Of course, but the town then had to turn around 6 and pay to replace its lines about a year later 7 because it had asbestos in there; is that my 8 understanding? 9 A. I think it was about three years later. I 10 believe it was '05. 11 Q. But the Town of McBee had to incur debt to do 12 that? 13 A. Yes, but it had nothing to do with the other. 14 And tobacco grant was no longer available at that 15 time. 16 Q. Just for instance, if back in 2000 when the 17 tobacco settlement money was available, and the 18 Town of McBee did have a project right there on 19 top of the Town of McBee that the Town of McBee 20 could spend the money on, how would Alligator 21 Rural Water have ever benefitted from that 22 tobacco settlement money then? 23 A. Because we were supplying water to the Town of 24 McBee then. 25 Q. And so you would have benefitted from -- how	184 1 DHEC sanitary survey for 12 years in a row. When 2 Alligator hooked up to the town, we cured that 3 problem. The town had not checked their valves, 4 done hydrant tests. Within six weeks of 5 Alligator taking over the job, then we were -- 6 the town was rated satisfactory. 7 Q. But the town couldn't have done that with the 8 tobacco money itself? 9 A. That was before tobacco money. That was in 1999. 10 Q. That was when Alligator took over the town? 11 A. That's correct. 12 Q. The magistrate's check that had been talked about 13 earlier, what makes you think that Kemp McLeod 14 said anything about you as magistrate and the 15 fine that was paid made out to you personally? 16 A. It was on the letter that Kemp McLeod accused me 17 of, wanting an investigation. 18 Q. And that was -- he signed that in his capacity as 19 town council member? 20 A. I don't know. He just -- all I saw was Kemp 21 McLeod. I don't what capacity he signed it in. 22 Q. Well, who was the letter from? 23 A. The Town of McBee. 24 Q. And he was on the town council at the time? 25 A. That's correct.
183 1 would Alligator Rural Water have benefitted then? 2 A. I mean, it would have helped pay for 3 infrastructure, so, you know, our capital 4 overhead and expenditures wouldn't have been as 5 much. 6 Q. Did you -- was the tobacco settlement money -- it 7 just had to be water related, or could it have 8 been any kind of -- 9 A. No. It could be -- I believe that was 10 infrastructure plus smoking cessation and things 11 like that. I think Cheraw and Chesterfield built 12 the industrial center with that building that sat 13 out there for, what, 15 or 20 years and wasn't 14 inhabited. That's what they used that 3.7 15 million for. 16 Q. So it could have been used for -- didn't have to 17 use it for water works or anything like that? 18 A. No. 19 Q. And of course, the line that was built with that 20 money is still in use I understand? 21 A. Correct. 22 Q. And as your term of mayor, were you aware of any 23 water problems that the Town of McBee had at that 24 time? 25 A. Yes. I was aware that the town had failed their	185 1 Q. Okay. Do you think he ever said anything to 2 anybody about that check? 3 A. I have no way of knowing. 4 Q. And had anybody ever told you that Kemp McLeod 5 ever said anything to anybody about the fine 6 checks to the magistrate's office? 7 A. No. The only person that said that -- the two 8 people that said Kemp McLeod said I stole 500,000 9 from the town was Olan Morrison in his deposition 10 and Willie Mae Rory, that Kemp had told her on 11 two occasions that I had stolen money from the 12 town. 13 Q. Okay. When your Complaint says on a number of 14 occasions Kemp McLeod had said something about 15 that magistrate's check, that's not correct? 16 A. I don't know. I have no way of knowing what Kemp 17 told. I mean, I just know that he told them I 18 stole 500,000. 19 Q. Okay. 20 A. I can't say that -- 21 Q. I'm going to get to that. Right now I just want 22 to know about the \$2,327 magistrate's check. You 23 don't know anybody that's ever said that Kemp 24 McLeod said anything about that -- you and that 25 check?

186 1 A. No. 2 Q. Okay. So let's go to -- who is Willie Mae Rory? 3 A. Willie Mae Rory is a lady that lives on -- right 4 at the edge of McBee going towards Bethune on 5 Number 1 Highway. She's on the board of 6 Alligator Water. 7 Q. So does she live in the Town of McBee? 8 A. She does. 9 Q. How is she on the board? 10 A. Because sewer comes by her house and she has 11 signed up to be a sewer customer in the project 12 that we just got approved by rural development. 13 The line runs there and she has a contract she 14 signed. 15 Q. And how long ago was that? 16 A. I don't really know when she signed that 17 contract, several years ago. 18 Q. But she lives outside of the Town of McBee? 19 A. No, she lives -- 20 Q. She lives inside? 21 A. Inside. 22 Q. Okay. 23 A. Right -- the sewer line runs in front of her and 24 we've applied for funds to put in -- each house 25 will have to have a little pump station, a force	188 1 A. No. 2 Q. -- over there? 3 A. No. The CEO is the only one with those 4 responsibilities. 5 Q. In your Complaint, you've said Willie Mae Rory 6 and her sister. Who is her sister? 7 A. I don't know her name. 8 Q. Do you know if she's got more than one sister? 9 A. I don't. 10 Q. How did you know it was her sister? 11 A. Because she told me that they were up there to 12 get peaches -- 13 Q. Up where? 14 A. At Kemp's business up on Number 1. They were up 15 there to get business -- business -- they were up 16 there to get peaches for her brother when Kemp 17 told both of them. 18 Q. Told them what? 19 A. "Why do you want to support him. He stole 20 \$500,000 from the town." 21 Q. And how did you and Willie Mae Rory have that 22 conversation? 23 A. She came to me after that -- and, you know, said, 24 hey, Kemp's telling people you stole 500,000 from 25 the town.
187 1 main, to tie into that main, and she signed up 2 and made her deposit on that. 3 Q. But she doesn't have it yet? 4 A. No. 5 Q. Okay. 6 A. But she's a member of Alligator. 7 Q. And so as a member of Alligator, she's been 8 elected to be on the board of directors? 9 A. That's correct. 10 Q. How long has she served on the board of 11 directors? 12 A. I believe about six years. 13 Q. Does she pay membership dues or something every 14 year or what? 15 A. No, she paid her deposit on the tap. So that 16 makes her a member and that's been approved by 17 rural development and the OIG investigation. 18 Q. And where does she work? 19 A. She's retired from Sandhills Medical Foundation. 20 Q. What did she do there? 21 A. She was a -- I think she was a nurse there. 22 Q. Did you have anything to do with hiring her or 23 anything like that? 24 A. No. 25 Q. Are you responsible for hiring anybody --	189 1 Q. Did she say Kemp's telling people or did she say 2 Kemp told me? 3 A. Told her. 4 Q. And who else? Did she say if anybody else other 5 than her sister was there? 6 A. No. 7 Q. Does her sister live in town? 8 A. I really don't know. I don't know her sister. 9 Q. And when do you think this happened? 10 A. Four or five years ago but I don't know exactly 11 when. 12 Q. Okay. Well, your Complaint, I think, says June 13 of 2016; does that -- 14 A. Well, that's four years ago so that sounds about 15 right. 16 Q. Do you know what day on June of 2016? 17 A. I don't. 18 Q. So what was your -- what were you doing in June 19 of 2016 as far as political wise in the Town of 20 McBee? 21 A. Running for mayor. 22 Q. So you were a candidate for mayor? 23 A. That's correct. 24 Q. How long have you know Willie Mae Rory? 25 A. Ten or 12 years.

190 1 Q. And how did she happen to be on the board of 2 directors of Alligator Rural Water? 3 A. Well, she had worked to sign up a lot of people 4 for sewer and to be interested in it. She's a 5 black lady and she's well thought of in the black 6 community and in the black church and their 7 organizations, the Eastern Star or whatever. And 8 she went around door to door and to churches 9 giving out flyers to sign up people and she made 10 it known to the board she'd like to serve. 11 Q. And so -- but the people are elected by the other 12 members, right? 13 A. That's correct. 14 Q. Have you ever loaned her any money or anything 15 like that? 16 A. I think I did when her husband died, \$300. 17 Q. Was it just a gift or loans? 18 A. No, it was just a loan. And she's paid back, I 19 believe, \$120 of it. She had to pay something to 20 the funeral home that night. He died all of a 21 sudden. He'd been sick and I believe it was 22 \$300, and she still owes me \$180. 23 Q. And other than loan her the money, have you ever 24 just had to give her money for any reason? 25 A. No.	192 1 Q. Are any of the trips paid? Do they go to a 2 convention every year? 3 A. We normally go on a three-week -- three-day trip 4 to Myrtle Beach for -- to do our budget each 5 year. The engineer goes. The CPA goes. The 6 attorney goes, and we have somebody from rural 7 development. They don't see those people on a 8 weekly basis like I do so they're able to get in 9 a room with them and talk about things with 10 Alligator and the bankers and USDA. 11 Q. And so all expenses are paid for them for that 12 trip? 13 A. Yeah. It runs somewhere in total five, six 14 thousand dollars for that trip. 15 Q. And that's for the board members? 16 A. That's correct. 17 Q. So when does the board meet? You say monthly? 18 A. Yeah, it meets the second Monday of each month. 19 Q. What time? 20 A. It meets at 6:00 o'clock. 21 Q. And that's where, at -- 22 A. Alligator, 378 West Pine. 23 Q. What about just the other members or other 24 customers that you say are also members? How do 25 they attend the meeting?
191 1 Q. And I say you, I'm talking about Glenn Odom. Has 2 Odom and Associates ever given -- 3 A. No. 4 Q. -- her money or loaned her money? 5 A. No. 6 Q. Have you ever cosigned a loan for her or anything 7 like that? 8 A. No. 9 Q. How much does she make serving on the board of 10 Alligator Rural Water as a director? 11 A. Each member when they attend a board meeting, 12 they get \$50 stipend for -- some of our board 13 members live 15 or 20, 25 miles away. But we 14 give them 50 to help cover a cell phone so we can 15 call that cell phone or send them messages if we 16 have a special meeting or a problem. So each 17 one, if they attend, get \$50 a month. 18 Q. And that's the directors you're talking about? 19 A. That's correct. 20 Q. And that's all they get? 21 A. That's all they get. 22 Q. Do they not get any health benefits -- 23 A. No. 24 Q. -- or insurance benefits? 25 A. No.	193 1 A. They get their name on an agenda and they're 2 allowed to come to the meeting and tell whatever 3 their problem is. 4 Q. So is the meeting open to the public? 5 A. No. 6 Q. It's not open to the members? 7 A. No. 8 Q. So that the -- 9 A. It's just like Lynches River Co-op. If you want 10 to come there and speak then you fill out a form 11 and you can come to the meeting. 12 Q. What if you just want to come and listen? 13 A. No. 14 Q. You can't come? 15 A. No. 16 Q. Can you just fill out a form and come and listen? 17 A. No you have to fill out a form to come to state 18 what your business is. 19 Q. And then -- but is Alligator Rural Water a co-op? 20 A. It's a not-for-profit. 21 Q. Corporation? 22 A. Correct. 23 Q. So it's not a co-op? 24 A. That's correct. 25 Q. So members don't get capital credit or dividend

194 1 or anything like that? 2 A. That's correct. 3 Q. What do -- do they get anything for being owners? 4 A. Water. 5 Q. And they pay for that, right? 6 A. Correct. 7 Q. But when it says that Alligator Rural Water 8 Company is private, you say it's owned by the 9 members; is that what my understanding was of 10 your earlier testimony? 11 A. That's correct. 12 Q. But those members who are the owners don't 13 benefit in any financial way from Alligator Rural 14 Water? 15 A. Yeah. The -- all of them's homeowners insurance 16 benefits from fire hydrants. Most everybody that 17 has a home save, 12, \$1,500 a year average -- 18 water bill runs 500 to 600 a year, and they save 19 1,500 on their insurance. So they're coming out 20 well on that. 21 Q. So that's their benefit. Like I say, there's no 22 -- 23 A. That's -- 24 Q. -- no Sandhill capital credit money -- 25 A. No.	196 1 about missing town records? 2 A. Yeah. I see in their complaint that they said 3 that I pretty well stole \$400,000 but they didn't 4 have any records to prove it. I'm still trying 5 to figure out how you prove that if you don't 6 have the records. 7 Q. So what do you have as far as your records? You 8 said you had some town audits -- 9 A. I have all the audits. I have all the bank 10 statements as everybody that served has the same 11 thing. 12 Q. So you just got those at the regular meeting? 13 A. During the course of time that we served. 14 Q. And you still maintain those records? 15 A. Yes, sir. 16 Q. So how would I verify how much money the town had 17 when you left offices of the mayor? 18 A. You would look at the audit that says about 19 \$462,000 in the bank. 20 Q. And which account was that in? 21 A. The accounts of the Town of Mc- -- all of them 22 have them in -- 23 Q. The general and the utility? 24 A. Yes. 25 Q. And the utility is what you had to operate the
195 1 Q. -- when somebody dies, you don't have call and 2 find out how much they're owed -- 3 A. No. 4 Q. -- and Alligator Rural Water Company -- 5 A. Yeah. 6 Q. -- and Sewer, Inc. never pays a dividend to 7 anybody? 8 A. That's correct. We don't do like Sandhills and 9 charge double the bill so you can give half of it 10 back once a year, so. 11 Q. When you were mayor, how many accounts did the 12 Town of McBee have like the -- just bank 13 accounts? 14 A. I believe they had a utility fund and just a 15 general fund. I -- you know, the clerk 16 maintained those. 17 Q. So there were just two accounts? 18 A. I think that's correct. 19 Q. Who audited the town back then? 20 A. When I was mayor, Phillips and Associates was the 21 auditor. 22 Q. Do you know anything about any missing town 23 records? 24 A. No, I don't. 25 Q. Have you heard some testimony in the depositions	197 1 water out of? 2 A. Yes. And I think there was some CDs in there. I 3 just, you know, don't remember without pulling 4 those things. 5 Q. But you can produce those? 6 A. Yes, sir. I'm going to give them to Johnny and 7 he will provide them, yeah. 8 Q. So is -- in June of 2016, you were a candidate 9 for mayor of the Town of McBee? 10 A. I can't remember the filing date. It may have 11 been after the 16th. I intended to run but I'm 12 not sure I filed. Again, I don't remember. It 13 just seems from memory that it was -- the filing 14 date was like maybe the 24th so I was not a 15 candidate until I signed up, but in mind I was a 16 candidate. 17 Q. And then what makes you think that anything that 18 either John Campolong or Kemp McLeod said made 19 you lose that election? 20 A. People saw what the mayor put out on a piece of 21 paper, and, you know, I'm sure that they read the 22 lawsuit that was filed by the Town of McBee 23 against me -- 24 Q. When was that filed? 25 A. May 4th, 2016. It's in the Link Newspaper and

198 1 filed at the courthouse. 2 Q. Is that lawsuit still pending? 3 A. Yes. 4 Q. And so that's -- what else are you basing on the 5 fact that you think that's what cost you the 6 election? 7 A. There again, the mayor's brochure that he mailed 8 to everybody in town, plus the Link Newspaper 9 that however many people here in town read. The 10 difference in the vote -- again, I won, and one 11 of Kemp McLeod's employees was on the MEC. It's 12 a hand-picked deal from the mayor and Mr. McLeod, 13 and, you know, Butch Bowers wrote this whole 14 charade. 15 Q. And did you appeal that decision from the McBee 16 Election Commission? 17 A. Yes. 18 Q. And what happened in that appeal? 19 A. The circuit court judge ruled that we didn't 20 bring our reasons. Didn't file that until after 21 the 48-hour window of opportunity. 22 Q. But you've lost an election before, haven't you? 23 A. No. 24 Q. Didn't you say in your discovery that you had run 25 unsuccessfully for county council twice?	200 1 Q. Okay. Well, I'm asking if you -- 2 A. No. 3 Q. -- anybody ever told you that? 4 A. No. 5 Q. That they heard him speak it? 6 A. No. 7 Q. Okay. And you said in your Complaint that he 8 falsely accused you of puncturing the line. 9 A. That's correct, in the lawsuit. 10 Q. How do you know it's false? 11 A. Because I didn't do it. 12 Q. Well, do you know who did do it? 13 A. The Lord did it with lightning. 14 Q. And so why did somebody think it looked like the 15 line had been punctured? 16 A. Everybody's got opinions. 17 Q. And, of course, you were on the scene where the 18 puncture occurred? 19 A. Yeah. But Superman can't run a piece of pipe 20 three feet deep and rupture a water line. 21 Q. And how many times since then has lightning 22 ruptured a line here in the town? 23 A. I don't think it has in the town but Alligator 24 has three or four every year, but we have 500 25 miles of pipe. We had one night before last. I
199 1 A. Oh, I'm sorry. I thought you were talking about 2 the town. 3 Q. No, I mean just any kind of election. 4 A. Yeah, I lost county council. 5 Q. So it's possible that people can lose an 6 election. 7 A. They do it every day. I agree. 8 Q. What makes you think Kemp McLeod said anything 9 about you puncturing the water line that we 10 discussed -- that was discussed earlier in your 11 deposition? 12 A. I don't have any reason to believe that. 13 Q. That he said anything about that? 14 A. I don't have any evidence to that. 15 Q. So you didn't hear him say it? 16 A. Well, the only thing I saw was he was a 17 councilman. And the Town of McBee sued me and 18 include that in it. So if he was a councilman 19 and they filed the lawsuit and it was in the 20 newspaper then essentially he said it. Anything 21 that I vote for -- he had to have voted for the 22 lawsuit so he said it. 23 Q. Well, did anybody ever tell you that they heard 24 him speak it? 25 A. Well, better than that. It was in the newspaper.	201 1 mean, week before last. 2 Q. Lightning? 3 A. Yes, ruptured 20 feet. It hits a tree and then 4 it runs in. It hit a tree down there, if they 5 had looked at it. 6 Q. Now you say -- how was your reputation harmed by 7 any of these statements? 8 A. Well, I mean, I've had people come to me that, 9 Glenn, are these lies in the newspaper. I mean, 10 they're telling me that they're hearing their 11 neighbors say we can't vote for somebody that 12 would steal money from the town or rupture the 13 town's water lines, so -- I mean, it's just talk 14 of a small community. 15 Q. But people voted for you, didn't they? 16 A. Yeah. 17 Q. So in what way was your reputation damaged? 18 A. Just what I just stated, just from people reading 19 the newspaper article. 20 Q. Okay. What makes you think that John Campolong 21 and Kemp McLeod have conspired to harm you? 22 A. One was mayor, one was town council, and even in 23 Mr. Campolong's daughter's deposition she wrote 24 the letter that they signed, took it to both of 25 them, so that would be a conspiracy between the

202 1 two of them. They're not one of them doing it, 2 both of them did it. Both of them signed the 3 letter. Both of them agreed to the lawsuit 4 against me and Odom and Associates. So two 5 people together, that's a conspiracy. 6 Q. And what about the other -- didn't the other 7 council members sign it as well? 8 A. Yeah. 9 Q. So that's your only evidence. It's just that 10 they both signed the same letter of conspiracy? 11 A. And the lawsuit. 12 Q. Were either John Campolong or Kemp McLeod 13 involved in politics when you served as mayor -- 14 local politics, when you served as mayor of the 15 Town of McBee? 16 A. No. 17 Q. And how do you think they knew about the tobacco 18 settlement money? 19 A. I have no idea. But you asked me how do I think 20 it. I think because Pat Wise told them, so 21 there's one more added to the conspiracy. 22 Q. Did you ever -- when you were mayor, did you try 23 to buy the town Ditch Witch when Alligator took 24 over? 25 A. I entered a bid on that.	204 1 A. No. He bought it from somebody else in his 2 family for \$12,000, and then he lived there. His 3 uncle was disabled, and his wife was disabled, 4 and they just couldn't pay the rent, and I wasn't 5 going to put them out. 6 Q. So -- 7 A. And then he bought a house, I think, in 8 Hartsville and deeded me that house. 9 Q. So on the deed it says \$1 and other good and 10 valid consideration. 11 A. That's was forgiveness of the rent. 12 Q. Okay. But on the deed -- signed -- an affidavit 13 that you signed, it just says \$1. 14 A. There again, the deal was for the rent. 15 Q. So that was part of the consideration? 16 A. That's correct. 17 Q. And so that wasn't recorded on that affidavit 18 that you signed? 19 A. I don't remember what was on the affidavit. 20 Q. Okay. Well, let's see. Well, the deed, you 21 recall the part about \$1 and other good and 22 valuable consideration? 23 A. Yes. 24 Q. And that was supposed to be three years of rent? 25 A. Yes, sir, somewhere about three years. It may
203 1 Q. But you weren't successful in buying it? 2 A. I was successful in buying it. Gilbert Horton 3 turned in a complaint to the ethics. They 4 investigated, held a trial and said I did nothing 5 wrong. And then the town donated the Ditch Witch 6 to the FFA at McBee High. 7 Q. Who was Gilbert Horton? 8 A. On the town council, a fellow that he asked me 9 about earlier. 10 Q. So the town never sold it to you? 11 A. No. 12 Q. Who is Jamie Lee Wright? 13 A. Never heard the name Jamie Lee Wright. 14 Q. How did you happen to buy a piece of property 15 from him and pay \$1 for it? 16 A. Oh, oh, a house up beside the school I purchased 17 from him. He lived in it for three years and 18 didn't pay any rent so he sold it to me to cover 19 his rent. 20 Q. So he sold it to you for \$1? 21 A. Yeah. He owed me -- the house, he gave 12,000 22 for it. The house rental was like 400 a month. 23 He didn't pay for three years, so that was almost 24 \$15,000. 25 Q. So you had deeded him the house to start with?	205 1 have been two and a half. 2 Q. Okay. So on the consideration affidavit that's 3 attached to the deed the only consideration is 4 \$1. 5 A. There again, it was a deal between me and him for 6 the house. 7 Q. So you signed an affidavit for that deed? 8 A. I assume I did. If you've got it there, I'll 9 take your -- 10 Q. Is that your signature then on that affidavit? 11 A. Yes. 12 Q. And you recognize the transaction between Jamie 13 Lee Wright and you buying the house? 14 A. Yes. 15 Q. And you realize that the Chesterfield County Tax 16 Assessor has a tax value on that house for 17 \$46,400? 18 A. I paid taxes at six percent on whatever they 19 value it at, so -- but he actually gave 12 for it 20 is all I know. That's what his cousin or aunt 21 told me. 22 Q. So in fact, what do you consider -- who did he 23 owe the rent to for those three years? 24 A. He owed it to Odom and Associates. 25 Q. So the house was -- so how did Odom and

206 1 Associates -- how were they collecting rent on a 2 house that was owned by Jamie Lee Wright? 3 A. I don't fully understand that but he was renting 4 the house from me. 5 Q. And when you say me, you mean Glenn Odom? 6 A. Odom and Associates or Glenn Odom. I'm principal 7 of Odom and Associates. 8 Q. Okay. And so then, for some reason, he didn't 9 pay you and so he deeded the house to you? 10 A. That's correct, when he bought a new house in 11 Hartsville. We got even on the deed. 12 Q. Was he living in another house, not this house 13 that you bought from him? 14 A. He was living in that house that you've got your 15 hand on. 16 Q. Okay. And so then did Odom and Associates sell 17 it to him on some kind of bond for title or 18 something, and then he had to deed it back to 19 you? 20 A. I don't know what that is. 21 Q. But there was other consideration other than \$1 22 in this transaction? 23 A. The rent, yeah, that transpired. 24 Q. What would have been the rent? 25 A. I don't remember now whether it was 300 or 400 a	208 1 that property? 2 A. No. 3 Q. So that's just for your personal use? 4 A. That's correct. 5 Q. Do you have any hunting leases on it or anything 6 like that? 7 A. No. 8 Q. Pine straw leases or anything like that? 9 A. No. 10 Q. Who is Eulalia Philper? 11 A. She's a lady that was in the Middleton Estate, 12 and I bought a good many lots in McBee from her. 13 Oh, Lord, it's in the mid '90s or something like 14 that. 15 Q. Why is she still showing up as owning property 16 with you? 17 A. I don't know. I don't understand. She's been 18 dead for, I guess, 20 years, but I bought it from 19 the estate and a lot of -- she was one of the 20 signees but I think she was the -- what do you 21 call it that looks after an estate after somebody 22 dies. She was -- 23 Q. So you don't have any kind of relationship with 24 her or anything like that? 25 A. No.
207 1 month. 2 Q. For three years? 3 A. About two and a half years, I believe. He didn't 4 pay for a long time but that's been a while. 5 Q. You own some property on Third Street Extension. 6 How is that property used by you? 7 A. Third Street Extension. 8 Q. It's got a couple of ponds on it. 9 A. Oh, how is it used? I've got a couple of ponds 10 on it and a mobile home that I use to spend a 11 weekend on it, and -- 12 Q. And how did you happen to buy that property? 13 A. I bought 108 acres from the Mears Estate, and I 14 bought 263 acres from Nicky Callahan. 15 Q. Do you remember how much you paid for that? 16 A. I don't. 17 Q. Did you pay 385,000 for the 108 acres? 18 A. That sounds correct. 19 Q. Back in 2007? 20 A. That sounds correct. 21 Q. And then in 2010, did you pay 529,000 for the 264 22 acres? 23 A. That sounds correct. 24 Q. Do you have any tenants? You said you had some 25 mobile homes on there. Are there any tenants on	209 1 Q. Business relationship or personal relationship? 2 A. I've never met her. 3 Q. What's your relationship with Agape Fellowship 4 AME Church? 5 A. None. 6 Q. Okay. How did they happen to give you a lot on 7 Fifth Street in McBee in 2006? 8 A. I made a donation to the church. They bought it 9 from a woman that bought it at a tax sale. And 10 come to find out it was in the middle of a piece 11 of property that I bought from Ben Norwood. And 12 it's more of a drainage pond. It's a low area. 13 Q. Kind of swampy area? 14 A. Yeah. They thought they were -- the woman told 15 them it's land next to y'all but it's the next 16 block. And I made a donation, 2,000 or 3,000 to 17 them and they deeded it to me. They were getting 18 hoo-dooed (ph). I just helped them out. 19 Q. So on that deed, though, it says they just gave 20 it to you as a gift? 21 A. Well, I donated 2,000 to the church or 3,000 22 something. 23 Q. Who is Lila Skinner? 24 A. She is a lady that was married to an employee of 25 Kemp's daddy. She had a small house around here

210 1 on the other side of town and I bought the house 2 for about 22,000 from her. And I got the deed -- 3 and I'm like you. When my tax notice comes, it's 4 got my name and her name and I don't know why. 5 I've got the deed with just Glenn Odom on it. I 6 don't know why -- 7 Q. You don't have any kind of relationship with her 8 -- 9 A. No. 10 Q. -- or business or personal or otherwise? 11 A. No. I think she lives over toward Bishopville. 12 Q. On Highway 151, you've got a lot. It looks like 13 two mobile homes and it says that Glenn Odom and 14 other own that property. Who are the others that 15 own that property with you? 16 A. On 151. 17 Q. On Highway 151. It looks like you've got a lot 18 with two mobile homes on it. 19 A. 151 goes by the water tank. There's nothing on 20 that. And on 151 this way, I've only got one 21 mobile home that's on the pond property. I don't 22 have two mobile homes on a -- I own an acre west 23 of McBee that I inherited from my daddy and 24 there's two black people that have two mobile 25 homes there. And they pay me 900 a year for me	212 1 want it running into that watershed. So without 2 me present at the board meeting, the engineer 3 presented the DHEC findings and the board agreed 4 to sell me the land for what they'd paid for it. 5 Q. And so it wasn't put up for bids -- 6 A. No. 7 Q. -- or auction or anything like that? 8 A. No. 9 Q. Had you made an offer to the board to buy it? 10 A. I told them that I would purchase it for whatever 11 they paid, and they agreed to sell it. 12 Q. And then how did Odom and Associates come to buy 13 the remaining 423 acres for \$844,000? 14 A. Odom and Associates was owed by Alligator over 15 the years when things were slow with Alligator 16 and they had built up owing money to Alligator -- 17 I mean, Alligator owing to Odom and Associates. 18 I went to rural development and met with them. 19 The rural development man, Stuart Hucks, over at 20 Florence, said to get an appraisal. And whatever 21 the appraised price was, he had no problem if 22 Alligator wrote that part of the debt down, and 23 whatever the appraised value was, would come off 24 of what Alligator owes me. So they owed me about 25 1.3 million. Now it's down to 500,000.
211 1 and my two sisters to divide for rent on that. 2 Q. So you think that property right there is the 3 property you're talking about? 4 A. Yes, it is. 5 Q. So the others would be your sisters? 6 A. Yeah. I mean, it's Glen Odom, et al. It came 7 from daddy's estate and we never did anything -- 8 Q. So that's just other family members? 9 A. Yeah, I get 300 and they get 300 apiece out of 10 it. 11 Q. How did Alligator Rural Water Company come to buy 12 the 840 acres from the Dewitt Development 13 Enterprises for \$1,344,000? 14 A. They bought that originally -- there was a waste 15 water plant designed to go on that piece of 16 property. 17 Q. And then how did you personally buy a portion of 18 that property, 417 acres, a few years later for 19 \$639,000? 20 A. DHEC came and did all tests and everything to do 21 with putting in a waste water treatment plant 22 there. They deemed that 417 acres couldn't be 23 used because there was a pond and springs on it, 24 and they marked off a line that you couldn't go 25 any further for infiltration because they didn't	213 1 Q. So Alligator owes Odom and Associates over 2 \$500,000? 3 A. About 500,000. 4 Q. And so are there any mortgages on that tract of 5 land? 6 A. There's an original mortgage with Arbor One on 7 the 417 but I've been paying on it about 15 years 8 so there shouldn't be much left on that. There's 9 a mortgage at Mutual Savings for about \$450,000 10 on the 400 and roughly 70 acres. 11 Q. And Mutual Savings, is that the board that you 12 serve on the board of directors? 13 A. That's correct but I got the loan before I went 14 on the board. 15 Q. Who's the president or CEO of Mutual Savings? 16 A. That is Crystal Hoffman. 17 Q. How do you know her? 18 A. I knew her husband since he was a child and now 19 they're divorced. And now she has married one of 20 my employees, James Hoffman. 21 Q. Was Crystal Hoffman -- was she ever receiving 22 water from Alligator when she lived in the Town 23 of McBee? 24 A. She received -- of course, everybody in town 25 receives water from Alligator --

214 1 Q. Through the Town of McBee? 2 A. Yeah, and she was, too. 3 Q. She wasn't -- she didn't have a direct line 4 hooked up to her house from Alligator 5 circumventing the town? 6 A. She did, but she paid the Town of McBee water 7 bill. She didn't pay Alligator. 8 Q. So how was that ever resolved? 9 A. McBee had to run another water line to get over 10 to her. There was not a water line down -- there 11 was a dead-end road, and there was no line there. 12 And we had a line that came by -- 13 Q. When you say we, you mean Alligator? 14 A. I'm sorry, Alligator. And there was a service 15 line to their house. They built after that line 16 was run in and the town had no line there. We 17 didn't charge them anything. They paid the Town 18 of McBee the water bill. So the Town of McBee 19 essentially got it free. 20 Q. The land that we just talked about, the 800 21 acres, half of it's owned by you and half of it's 22 owned by Odom and Associates, how do you use that 23 land? 24 A. Grow pine straw on it. 25 Q. And who's got the pine straw lease on that?	216 1 for Alligator. 2 Q. And does Alligator also receive grant money that 3 they don't have to pay back, that it doesn't have 4 to pay back? 5 A. Yes, but just for building. 6 Q. So that's different from the 12 and 13 million in 7 debt? 8 A. Yes, that different. 9 Q. When a grant is awarded, does Odom and Associates 10 get a percentage of that award? 11 A. No. 12 Q. Has Alligator Rural Water ever failed an audit? 13 A. No. There have been some findings from time but 14 not in the last three or four years. I mean, 15 there may be one or two little things but not in 16 the last three or four years. 17 Q. And has Alligator Rural Water ever been turned 18 down for a loan? 19 A. No. 20 Q. And I'm sorry. I'm just going to -- like I said, 21 just try not cover the same ground. What's the 22 Town of McBee's policy about mobile homes in the 23 town limit? 24 A. That you can have homes in the town limits that 25 are no older than 15 years old, one per two lots.
215 1 A. Pine Needle Express. 2 Q. And have they always had it or have you dealt 3 with somebody else? 4 A. No. Since it started being raked it's been Pine 5 Needle. 6 Q. And where did Alligator -- that money, did that 7 come from a grant? Did Alligator get a grant to 8 buy that land? 9 A. No, no grant involved. 10 Q. Was it a loan, then? 11 A. Loan from Arbor One. 12 Q. What's Alligator's current debt load with rural 13 development? 14 A. Somewhere in the neighborhood of 12 or 13 million 15 dollars. 16 Q. And it also owes Odom and Associates another 17 500,000? 18 A. Correct. 19 Q. Does Odom and Associates charge interest on that? 20 A. No. 21 Q. And is that just the monthly fee, or was that 22 from something else? 23 A. No, that was -- some years, especially before 24 Nestle came in, there wasn't enough to cover 25 everything so I just set it aside as a receivable	217 1 Q. Do you have a list of your tenants and Odom and 2 Associates tenants? 3 A. I'm sure I do. 4 Q. Can we get that list from you through your 5 attorney? 6 A. Yes. 7 Q. What's the Town of McBee's policy about campers 8 in town, people who live in campers? 9 A. The policy is you can't rent them. You can rent 10 a camper to anybody. 11 Q. Have you ever put anybody in a camper in town? 12 A. Yes. And rented them before the policy. 13 Q. Are they still there? 14 A. Yeah, still sitting there but nobody's in them. 15 Q. Do you own those campers personally or does Odom 16 and Associates own them? 17 A. Odom and Associates. 18 Q. Beside the allegations in this lawsuit, have you 19 ever been accused of taking anything? 20 A. No. 21 Q. Have you ever been accused of being untruthful? 22 A. Yeah, my ex-wives. 23 Q. Which one? 24 A. The second one. 25 Q. What was her allegation?

218	1 A. I told her I loved her and she said I didn't. 2 Q. Have you ever been accused of taking credit for 3 someone else's work? 4 A. No. 5 Q. And have you ever received any kind of awards or 6 recognition or anything like that? 7 A. Yes. 8 Q. Tell me about those. 9 A. I still hold the record as having the highest 10 award at Sunoco Products Company for an idea that 11 I thought of on my own, and I received probably 12 25 while I was there. 13 Q. Twenty-five awards? 14 A. Yes. You got half the savings of one year for 15 each idea you had that saved Sunoco money. 16 Q. What was the highest saving one that you got? 17 A. There was a grade of paper -- I worked in the 18 paper mill. It was called 12 point craft. It 19 cost the mill to produce sometimes 20 \$6,000/\$7,000.00 per ton. I was reading in a 21 trade magazine where a mill over at Florence 22 produced the same stuff. I checked on the price, 23 and we could buy from them for \$700 a ton, so my 24 idea was let's buy that. The spiral department 25 converted it to tubes but the spiral buys	220	1 solicitor said that there was no grounds for 2 criminal prosecution. Yet the town council and 3 the mayor -- the mayor signing an affidavit that 4 all of it was true. They accused me of that in a 5 lawsuit and it was on the front page of the Link 6 Newspaper. 7 Q. Do you have any information that the alleged 8 allegations that were made that there was any -- 9 that either Defendant entertained serious doubt 10 about the truth of the statement that you allege 11 that they made? 12 A. Andrew, repeat that. 13 Q. That's a pretty tortured question. Do you have 14 any knowledge that either one of these Defendants 15 entertained serious doubts about the truth of the 16 statements that you allege that have made? 17 A. I would have no way of knowing that. 18 Q. Do you know if either one of the Defendants made 19 any of these statements that you allege that they 20 made with a high degree of the awareness that 21 they were probably false? 22 A. Yes. After SLED did their investigation, Kemp 23 told Olan Morrison and Olan said it in his 24 deposition that he told him two weeks ago at the 25 Huddle House. And then again, they filed a
219	1 straight from them instead of us producing it. 2 Which we had to sell it to spiral cost plus 15 3 percent and then the paper mill lost money. So 4 Sunoco probably saved close to \$10,000 a ton. 5 Q. As far as -- and I think that you've been asked 6 this as it applies to Mr. Campolong but I'm going 7 to ask it as it applies to Kemp McLeod and Mr. 8 Campolong. What knowledge do you have that the 9 statements that you allege, that those statements 10 were made with knowledge that the statements were 11 false? 12 A. That it was in the newspaper. That it was 13 written by them to the attorney general and the 14 U.S. Attorney saying that I had done these 15 things. 16 Q. But do you have any knowledge that when they made 17 those statements that they knew that they were 18 false statements? 19 A. They accused me of it in writing. That's the 20 only knowledge I have. 21 Q. Do you have any knowledge that any of those 22 statements were made with reckless disregard of 23 whether the statements were false or not? 24 A. It had to be reckless that -- in the lawsuit, 25 SLED had already investigated and said -- the	221	1 lawsuit against me and Odom and Associates 2 knowing that SLED had investigated those things 3 and said they weren't true. 4 Q. Well, the conversation you talked about, Olan 5 Morrison, that was after this lawsuit was filed, 6 right? 7 A. Yeah, yeah. But obviously, if it was after the 8 lawsuit and you're still telling people two years 9 later Glenn stole 500,000 from the town -- 10 anyway, don't mean to be argumentative. 11 Q. Okay. Let's take a break. 12 (A short break was taken.) 13 Q. I don't have any other questions for you, Mr. 14 Odom. Thank you. 15 MR. PARKER: He might have some more. 16 THE WITNESS: Okay. 17 MR. MCCANTS: I just want to follow up real quick. 18 THE WITNESS: Go ahead. 19 MR. MCCANTS: You have a right to read and sign your 20 deposition prior to the court reporter publishing 21 it and you can waive it, or you can do that. 22 MR. PARKER: We're going to read and sign it. 23 MR. MCCANTS: Also, I'm going to leave it open for the 24 document production that we have not received and 25 to the extent that there's new information that

222 1 requires questions, then we'll reconvene. If not 2 -- 3 MR. PARKER: We don't agree with that. 4 MR. MCCANTS: Well, you can not agree but there are a 5 number of documents we've talked about today that 6 should have been produced. 7 MR. PARKER: And I'm not going to argue with you about 8 it but have no right to leave the deposition open 9 and we're not consenting to that. 10 MR. MCCANTS: Okay, no consent but we'll leave it 11 open. 12 (There being nothing further, the deposition adjourned at 13 4:05 p.m.) 14 15 16 17 18 19 20 21 22 23 24 25	224 VERIFICATION OF DEPONENT 1 2 I, GLENN C. ODOM, HAVE READ THE FOREGOING DEPOSITION 3 CONSISTING OF 222 PAGES, WHICH WAS REPORTED BY JENNIFER 4 NOTTLE, COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE 5 STATE OF SOUTH CAROLINA, ON WEDNESDAY, THE 22ND DAY OF 6 JANUARY, 2020. 7 I FIND THE TRANSCRIPT OF THIS DEPOSITION TO BE A TRUE 8 AND ACCURATE TRANSCRIPT ACCORDING TO MY TESTIMONY ON THAT 9 DATE, WITH THE EXCEPTION OF _____ CHANGES AND/OR 10 CORRECTIONS LISTED ON THE ATTACHED ERRATA SHEET WHICH WAS 11 FILLED IN BY ME. 12 13 14 _____ GLENN C. ODOM 15 16 _____, 2020 17 18 19 20 21 22 23 24 25																																																						
223 CERTIFICATE OF REPORTER 1 2 I, JENNIFER NOTTLE, COURT REPORTER AND NOTARY PUBLIC 3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY 4 CERTIFY THAT I REPORTED THE DEPOSITION OF GLENN C. ODOM, ON 5 WEDNESDAY, THE 22ND DAY OF JANUARY, 2020, THAT THE WITNESS 6 WAS FIRST DULY SWORN BY ME AND THAT THE FOREGOING 222 PAGES 7 CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF MY STENOMASK 8 REPORT OF SAID DEPOSITION. 9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR 10 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE 11 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY 12 INTERESTED IN SAID CAUSE. 13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT 14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JOHN L. 15 MCCANTS, ESQUIRE, ROGERS, LEWIS, JACKSON, MANN & QUINN, 16 L.L.C., 1901 MAIN STREET, SUITE 1200, COLUMBIA, SOUTH 17 CAROLINA, WHO WILL RETAIN THIS SEALED ORIGINAL TRANSCRIPT 18 AND SHALL BE RESPONSIBLE FOR FILING SAME WITH THE COURT 19 PRIOR TO TRIAL OR ANY HEARING WHICH MIGHT RESULT IN A FINAL 20 ORDER ON ANY ISSUE. 21 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 22 6TH DAY OF FEBRUARY, 2020. 23  24 _____ JENNIFER NOTTLE, COURT REPORTER 25 MY COMMISSION EXPIRES JULY 11, 2023	225 ERRATA PAGE <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: left;">Page #</th> <th style="width: 30%; text-align: left;">Line #</th> <th style="width: 40%; text-align: left;">Change/Correction (& Explanation)</th> </tr> </thead> <tbody> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> </tbody> </table> 19 The above changes were noted by me on this Errata page 20 before signing the attached Verification of Deponent. I 21 have retained a copy of this Errata page for my records, 22 and the court reporter is to attach this page and my 23 verification to the original transcript. 24 Dated: _____ Signed: _____ 25 _____ GLENN C. ODOM	Page #	Line #	Change/Correction (& Explanation)	2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18		
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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHESTERFIELD



GLENN C. ODOM,

Plaintiff,

vs.

CASE NO. 2018-CP-13-275

JOHN CAMPOLONG AND A.C. MCLEOD,

Defendants.

DEPOSITION OF: PATRICIA WISE

DATE: September 23, 2019

TIME: 10:08 A.M.

LOCATION: Gallivan White & Boyd, PA
1201 Main Street, Suite 1200
Columbia, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: LORI S. MORTGE,
Certified Court
Reporter, CCR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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ROA-1099

Page 2

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12
13 ALSO PRESENT:
14 John Campolong (by telephone)
15 Glenn C. Odom
16
17
18
19
20
21
22
23
24
25 (INDEX AT REAR OF TRANSCRIPT)

Page 4

1 * * * * *
2 PATRICIA L. WISE
3 being first duly sworn, testified as follows:
4 EXAMINATION
5 BY MR. PARKER:
6 Q. Being a lawyer I know you don't need
7 this but I guess I'm required to do it. And that is
8 once we begin the deposition if you speak with your
9 attorneys or any of the attorneys about anything,
10 then I can ask you about it. And I know you
11 understand that, but I think we're required under
12 the rules for me to tell you.
13 A. Okay.
14 MR. LAY: Unless it regards privilege.
15 MR. PARKER: Correct.
16 Q. Please state your full name.
17 A. Patricia Wise.
18 Q. And your address?
19 A. 3358 Baldwin Lane, Green Pond, South
20 Carolina.
21 Q. And to whom are you married?
22 A. Thomas D. Wise.
23 Q. And how long have you been married?
24 A. Over 30 years.
25 Q. And, if you will, tell me something

Page 5

1 about your background -- where you grew up and so
2 forth.
3 A. Grew up in McBee.
4 Q. And lived there for how long?
5 A. Oh, dear. I think we moved -- we moved
6 when I was in first or second grade.
7 Q. And then you graduated from college
8 where?
9 A. South Carolina.
10 Q. And then went to law school immediately
11 or...
12 A. Immediately.
13 Q. And when did you graduate from law
14 school?
15 A. You're going to find the answer to that.
16 Q. You weren't going to tell me, so what
17 year?
18 A. 1980.
19 Q. Did you practice law?
20 A. Yeah, for almost -- yes, I did.
21 Q. And where did you practice law?
22 A. I was a legislative assistant attorney
23 for five years and then practiced in Horry and
24 Georgetown County and then in Charleston County.
25 Q. And who did you practice with in



Page 6

1 **Georgetown?**
2 A. I was actually -- we were located in
3 Surfside and the firm is no longer there, it was a
4 small firm.
5 **Q. What was the name of it?**
6 A. Parsons and Patrick at the time.
7 **Q. And then you practiced where after that?**
8 A. In Charleston.
9 **Q. And who did you practice with?**
10 A. Myself. I opened my own practice.
11 **Q. And what type of practice did you have?**
12 A. I did -- in Charleston I did exclusively
13 high profile domestic litigation.
14 **Q. And how long did you do that?**
15 A. What's your que -- the entire --
16 **Q. How long did you practice in Charleston?**
17 A. In Charleston? About ten years.
18 **Q. And when did you last practice law?**
19 A. We -- we left Charleston in the late
20 '90s and moved out of state and so I haven't
21 practiced since then.
22 **Q. Are you still licensed to practice?**
23 A. Absolutely, yes. I'm licensed but I'm
24 inactive status.
25 **Q. And how long have you been inactive?**

Page 8

1 **also inactive?**
2 A. He's retired.
3 **Q. Is he on inactive status with the Bar?**
4 A. No. It's a different status if you're
5 retired.
6 **Q. What is that? Tell me about it.**
7 A. Well, I'm not retired status so I don't
8 know.
9 **Q. I assume you know what your husband has**
10 **done.**
11 A. Well, if you reach a certain age or
12 certain number of years in practice you can take --
13 you can become retired status. And I think that
14 means you don't -- I'm not certain but I think it
15 means you don't have to pay Bar dues anymore. I
16 still pay all the dues, I just don't do continuing
17 Eds.
18 **Q. If you're in a retired status can you**
19 **make court appearances?**
20 A. I don't know. I'm not in that status.
21 **Q. You haven't talked with -- you haven't**
22 **talked with your husband about that?**
23 A. No, because he doesn't do -- he doesn't
24 do any legal work.
25 **Q. When did you -- when did he take retired**

Page 7

1 A. I continued on active status for years
2 after not practicing, probably -- probably five
3 years. And I have been on inactive status since
4 probably about 2005.
5 **Q. And what does being on inactive status**
6 **mean?**
7 A. It means I'm a member of the Bar in good
8 standing, I pay my license fees every year. It just
9 means I don't have to do continuing Ed because I
10 don't have any income as -- I don't practice law.
11 **Q. Can you make court appearances?**
12 A. No.
13 **Q. Can you practice law?**
14 A. No, I don't.
15 **Q. You're just still a member of the Bar in**
16 **good standing?**
17 A. That's right.
18 **Q. And you're married to Dew Wise?**
19 A. I am.
20 **Q. And have been for I think you said,**
21 **what, 30 years?**
22 A. Over 30 years.
23 **Q. And is he licensed to practice law?**
24 A. Yes.
25 **Q. And is he actively licensed or is he**

Page 9

1 **status?**
2 A. I don't know.
3 **Q. Approximately?**
4 A. I really don't know.
5 MR. MCCANTS: Let me do one thing real
6 quick. Mayor, do you mind hitting the mute button?
7 Mayor?
8 MAYOR CAMPOLONG: Do what?
9 MR. MCCANTS: Will you hit the mute
10 button for us? Your mute button. Thank you. Okay.
11 Go ahead.
12 BY MR. PARKER:
13 **Q. You don't know when your husband took**
14 **retired status, approximately which year?**
15 A. I don't. I really don't.
16 **Q. Has it been more than five years?**
17 A. Probably.
18 **Q. Now, we're here today to take your**
19 **deposition in a case that Mr. Odom has brought**
20 **against your father. You understand that?**
21 A. I do.
22 **Q. And when did you become involved with**
23 **the Town of McBee and investigating Mr. Odom?**
24 MR. LAY: Object to the form of the
25 question.

Page 10

1 THE WITNESS: I don't understand your
2 question.
3 BY MR. PARKER:
4 **Q. What is it you don't understand about**
5 **it?**
6 A. I don't know that I did -- what do you
7 mean by become involved with the Town of McBee in
8 investigating Mr. Odom?
9 **Q. Well, didn't you investigate Mr. Odom?**
10 A. Not -- not substantially.
11 **Q. Well, you substantially made accusations**
12 **against him, didn't you?**
13 A. No.
14 MR. LAY: Object to the form.
15 BY MR. PARKER:
16 **Q. You didn't make any?**
17 A. I stated certain facts that I found upon
18 review of documents.
19 **Q. All right. When did you start reviewing**
20 **documents about Mr. Odom?**
21 A. Well, probably a couple of years after
22 we were involved in a lawsuit with him.
23 **Q. What type of lawsuit?**
24 A. He brought -- he sued my father
25 concerning some property that he has and had some

Page 12

1 him.
2 **Q. You don't know why?**
3 A. Well, one thing, it was never -- to my
4 knowledge it was never discussed beforehand. A
5 lawsuit was just filed before any discussions. And
6 we actually -- as soon as the case was filed we
7 consented to a water line easement as long as it
8 went along the boundary of the property. We didn't
9 want to have any -- we didn't want to in any way
10 harm the County's ability to get water, so we
11 were -- no problem with that. We objected to a
12 sewer line easement because Alligator had no
13 authority to do a sewer project at that time.
14 **Q. And what occurred in the lawsuit? What**
15 **was the outcome?**
16 A. Well, in the -- I think it was filed in
17 early 2010 and my recollection is in the Spring we
18 had a meeting -- May of 2010 we had a meeting where
19 we agreed, we consented to the water line easement.
20 Alligator would not agree to pay us a reasonable
21 amount for that. So the issue of that payment
22 continued in litigation for four years and was tried
23 and we were -- my father was awarded over ten times
24 by the jury what was ever offered by Alligator.
25 The sewer line easement continued for

Page 11

1 type of eminent domain action in 2010. And that's
2 when I first was involved in any way in anything
3 legally.
4 **Q. You're saying Mr. Odom brought an**
5 **eminent domain action against your father?**
6 A. He did on behalf of -- with Alligator
7 Water. That's correct.
8 **Q. And what was the purpose of that**
9 **lawsuit?**
10 A. Well, it was -- there was a request for
11 an easement, both a water line easement and a sewer
12 line easement, against -- across our property --
13 family property.
14 **Q. And how much property was it?**
15 A. It was -- that area was probably 7 or
16 800 acres, I think.
17 **Q. And Alligator Water wanted to put a**
18 **water line across it?**
19 A. Alligator, in their pleadings, told us
20 that they wanted a water line and a sewer line
21 diagonally across 700 acres of land.
22 **Q. And your father objected to it?**
23 A. Yes.
24 **Q. And why was that?**
25 A. Because -- well, you'd have to talk to

Page 13

1 two years and during that time was when I -- you
2 know, we had a concern as to why there was a need
3 for a sewer line when there was no sewer project.
4 So that case I -- we did a FOIA request from USDA,
5 we were told by Alligator that they had -- they had
6 a project ongoing. And so we asked for their
7 application and took a look at that and that's --
8 once that was received -- in the Summer of 2012 was
9 when we did that and then in the Fall of 2012
10 Alligator moved to dismiss their case on the sewer
11 easement.
12 **Q. So the sewer easement was never granted?**
13 A. No, it was not.
14 **Q. Was it about that time that you became**
15 **involved in investigating Mr. Odom?**
16 A. I never --
17 MR. LAY: Object to the form of the
18 question.
19 THE WITNESS: I never investigated
20 Mr. Odom. I investigated certain facts.
21 BY MR. PARKER:
22 **Q. About Mr. Odom?**
23 A. No, just certain facts about
24 irregularities. When we did the FOIA document
25 request at USDA in Florence and saw some of the

Page 14

1 things in those documents, I was -- I was in McBee
2 quite a bit and that's -- you know, that was pretty
3 much the extent. That's how I got involved was
4 because he sued me.
5 **Q. Do you own the property with your**
6 **father?**
7 A. I have an ownership interest, but it's
8 my father's property.
9 **Q. But were you a named defendant in that?**
10 A. Yes, that's why I was there. I mean, I
11 was hardly in McBee at all up until 2010.
12 (PLF. EXH. 1, Letter to W. Allen Myrick,
13 Jr. from John B. Campolong, et al.,
14 dated July 9, 2012, was marked for
15 identification.)
16 BY MR. PARKER:
17 **Q. Okay. I'm going to hand you what I**
18 **marked as Exhibit Number 1. And is Exhibit Number 1**
19 **a letter you --**
20 MR. PARKER: I've got a copy for
21 everybody. Anybody else want a copy -- one more.
22 Y'all have read it many times, I'm sure.
23 **Q. Exhibit 1, did you write this letter?**
24 A. I did.
25 **Q. And were you an attorney at the time**

Page 16

1 **Q. And who else did you talk with about**
2 **this letter?**
3 A. Let me see. Can I refresh my memory
4 while I sit here?
5 **Q. Sure.**
6 A. (Reading.) Again, I mean, mostly I was
7 just reviewing documents. The only other person I
8 may have had any conversation with would have been
9 the previous town clerk was Blanche Gardner.
10 **Q. Did you have conversation with Mr. Kemp**
11 **McLeod about it?**
12 A. I did. Of all the Council members, I
13 did. My father was meeting with him to review this
14 letter and I was with him at the time.
15 **Q. And you and your father discussed the**
16 **contents of this letter with Mr. McLeod?**
17 A. Well, I suppose we did. I mean, he -- I
18 was with my dad when he took the letter to
19 Mr. McLeod and Mr. McLeod reviewed it and signed it.
20 **Q. Now, when was that?**
21 A. It would have been the Summer of 2012,
22 soon after I had been at USDA.
23 **Q. Exhibit 1 is dated July 9, 2012. Would**
24 **it have been shortly before that?**
25 A. Yeah, I would think so.

Page 15

1 **you -- practicing attorney --**
2 A. No.
3 **Q. -- at the time you wrote this?**
4 A. No.
5 **Q. You wrote this for your father?**
6 A. I did.
7 **Q. And who all did you talk with about the**
8 **contents of this letter?**
9 A. Mostly my father.
10 **Q. Who else?**
11 A. Let's see. I went to the Town Hall and
12 went through documents at the Town Hall quite
13 extensively.
14 **Q. Who did you talk with about the contents**
15 **of Exhibit 1?**
16 A. Is that in preparing it or -- what are
17 you asking? At any time?
18 **Q. Any time.**
19 A. Well, my father is the only person I
20 spoke with. I did -- I was at the Town Hall so the
21 Town Administrator knew, obviously, that I was there
22 and that -- and she helped me find documents -- you
23 know, find things I was looking for.
24 **Q. Who was the Town Administrator?**
25 A. Terri King.

Page 17

1 **Q. What was the intent of this letter?**
2 A. As I reviewed certain documents at the
3 Town Hall certain things, as outlined in the letter,
4 appeared to be irregular. And the Mayor instructed
5 me that a lot of his -- he and his -- all of his
6 Council members were concerned about certain
7 irregularities, that they appeared to be
8 irregularities.
9 And I looked into it and from what I
10 could tell by reviewing certain documents of the
11 Town and I didn't know -- you know, and so the
12 purpose of the letter was to outline some of those
13 things and ask for assistance in determining if they
14 were, in fact, irregularities.
15 **Q. Well, you state in the letter that you**
16 **wrote that you believe there were illegal activities**
17 **going on.**
18 A. Where is that?
19 **Q. The one, two, three -- fourth paragraph.**
20 A. (Reading.) I said we believe there may
21 be numerous other cases of illegal activities.
22 **Q. And you realize that when you say**
23 **somebody's engaged in illegal activities that you**
24 **are saying something very negative about them?**
25 MR. LAY: Object to the form.

Page 18

1 THE WITNESS: I never said he was or
2 anyone was. I said there's a possibility and please
3 look into it.
4 BY MR. PARKER:
5 **Q. And when you state to somebody and say**
6 **we believe there may be numerous other cases of**
7 **illegal activities you know that, in fact, that**
8 **statement would harm somebody's reputation?**
9 A. No, not if you're sending this letter to
10 the Attorney General for investigation. I don't
11 know that.
12 **Q. In other words, you think that's a good**
13 **thing?**
14 MR. LAY: Object to the form.
15 THE WITNESS: I think that if you have a
16 situation where you think there's irregularities
17 that you have to go to the people who are here to
18 investigate those things.
19 BY MR. PARKER:
20 **Q. You didn't state there were**
21 **irregularities, did you?**
22 A. Whatever is in here is what I wrote.
23 **Q. And it says that there are other cases**
24 **of illegal activities; correct?**
25 MR. LAY: Object to the form. That's

Page 20

1 THE WITNESS: I don't know.
2 MR. LAY: I want to talk to you about a
3 point of privilege. It's written by a Town
4 attorney. I need to see if this is privileged
5 communication.
6 THE WITNESS: Okay.
7 MR. LAY: Let me step out.
8 (A recess transpired.)
9 BY MR. PARKER:
10 **Q. When we left off we were discussing a**
11 **letter to the Attorney General in 2009 and there was**
12 **a break taken. What did you and Mr. Lay talk about?**
13 MR. LAY: A point of privilege, so it's
14 none of your business.
15 MR. PARKER: Well, it is some of my
16 business.
17 **Q. Is Mr. Lay representing you?**
18 A. He is.
19 **Q. You paid him?**
20 A. I have a representation agreement with
21 him, yes.
22 **Q. Have you paid him?**
23 MR. LAY: Have you paid my bill that I
24 just sent you? Okay. How about that?
25 THE WITNESS: I just got it.

Page 19

1 not what it says.
2 MR. PARKER: Sure it does.
3 THE WITNESS: I said we believe -- we
4 believe there could be. There were -- there was
5 another letter in the record of the Town, or maybe
6 it was the Mayor -- the Mayor probably gave me the
7 other letter I think written, like, in 2009, and
8 that's what this -- that particular sentence
9 referred to.
10 BY MR. PARKER:
11 **Q. What letter was written in 2009?**
12 A. I was just -- it was a letter I
13 reviewed.
14 **Q. And the letter was written to who?**
15 A. To the Attorney General as well, I
16 believe, by the Town. It came from the Town.
17 **Q. Have you reviewed that letter?**
18 A. Not in years.
19 **Q. And what was in that letter?**
20 A. There were a number of instances of --
21 of areas of concern, and the letter was written by a
22 Town attorney.
23 **Q. And who was that attorney?**
24 A. I'm told --
25 MR. LAY: Let me pause.

Page 21

1 MR. PARKER: What privilege are you
2 contending that you have?
3 MR. LAY: Well, we just established that
4 it's already part of the record so there isn't a
5 privilege, so you're welcome to ask questions about
6 it.
7 BY MR. PARKER:
8 **Q. And who wrote --**
9 MR. LAY: There may be a qualified
10 privilege but not an attorney/client privilege.
11 BY MR. PARKER:
12 **Q. Who wrote a letter to the Attorney**
13 **General in 2009?**
14 A. I was told it was done by the attorn --
15 the Town attorney.
16 **Q. And who was that?**
17 A. You ought to ask the Town people. I
18 don't live in this Town; okay?
19 **Q. Well, if you were told that the Town**
20 **attorney wrote it, then it would be logical that you**
21 **would know who but you don't recall or weren't told?**
22 A. Give me a second. That was a letter in
23 20 -- seven years ago. I would think it was Tony
24 Floyd.
25 **Q. And this letter in 2009 accused Mr. Odom**

Page 22

1 **of various things?**
2 A. I don't --
3 MR. LAY: Object to the form.
4 THE WITNESS: -- remember. I don't
5 know. I didn't write that letter. I didn't have
6 anything to do with anything concerning the Town in
7 2009.
8 BY MR. PARKER:
9 **Q. Well, tell me what you remember about**
10 **that letter.**
11 A. I remember it was lengthy, several pages
12 long, and dealt with a number of issues that the
13 Council members and were -- had concerns about.
14 Funds that were -- I don't -- you know, I'm not
15 certain. I really don't -- I'm not certain. I read
16 it so many times -- I didn't write it. If it was
17 something I wrote I could remember much better.
18 **Q. But you can't remember anything else**
19 **about it?**
20 A. I remember it dealt with properties,
21 questions of property ownership -- property
22 ownership, it dealt with funds that were missing
23 from the Town. That was a huge issue with the Town.
24 **Q. Anything else?**
25 A. I don't remember anything else. I'm

Page 24

1 **Q. You didn't see the minutes of the Town**
2 **of McBee, the Council meeting?**
3 A. I did. I saw several conflicting
4 minutes from the time -- from that time.
5 **Q. Well, you've gotten all the documents**
6 **and you know that the matter was handled**
7 **appropriately; right?**
8 A. No, no, I don't.
9 **Q. You don't? You still think it was**
10 **handled inappropriately?**
11 A. I do.
12 **Q. And how was it handled inappropriately?**
13 A. Well, if you look at the documents -- at
14 the minutes from the Town. I mean, one in one hand,
15 you know, it said that Alligator received this grant
16 and we just want to pass it through the Town. That
17 seems odd to me. And then in another set of minutes
18 it says the Town receives the grant.
19 And it's just all over the place. And
20 the concern -- there were Council members that were
21 very concerned about what happened to the funds.
22 And then there was a newspaper article that
23 identified it as a joint project with the Town, and
24 I don't know if it was the City of Jefferson or
25 Alligator or Chesterfield Rural Water or whom, but

Page 23

1 sure there was a lot more because it was several
2 pages.
3 **Q. All right. The Exhibit 1, the first**
4 **Number 1 under the Number 1 talks about Town of --**
5 **the Town of McBee receiving funds for \$850,000 from**
6 **the National Tobacco Settlement.**
7 A. Mm-hmm. Right.
8 **Q. And what did you find wrong with that?**
9 A. The Town had no written documentation of
10 anything as far as how those funds were spent.
11 **Q. Well, it was -- you knew that the Town**
12 **of McBee was simply a pass through for the money**
13 **to --**
14 A. Is that illegal? Is that legal to do?
15 **Q. You're the lawyer.**
16 A. No, you're the lawyer. I mean, I don't
17 know and so I was simply asking right here, is that
18 correct?
19 **Q. Why would you think something would be**
20 **illegal about it?**
21 A. Well, the Town was awarded an \$850,000
22 grant by the Department of Commerce.
23 **Q. It really wasn't, was it?**
24 A. Well, that's what the documents that I
25 saw showed.

Page 25

1 if it was what is -- I mean, who owns those lines?
2 What did they do, Number 1? And if you had someone
3 in the Town that was overseeing that, why are there
4 not -- why are there not any documents showing what
5 happened to those funds or how they were used? Were
6 they new lines, were they -- you know, what
7 happened? What was done with it? Shouldn't the
8 Town have had some knowledge of that and continuing
9 ownership?
10 **Q. I think -- you're asking questions?**
11 A. Well, that was my question and that's
12 why there's a question here. In fact, if you read
13 the last sentence on Page 1: To our knowledge the
14 Town did not -- has not received any benefit from
15 the transfer of the funds.
16 **Q. Was the Town supposed to receive some**
17 **benefits?**
18 A. If I'm given \$850,000 and I don't
19 receive any benefit from it and it's gone something
20 is odd, is it not? Does something not smell funny?
21 **Q. The Town of McBee wasn't given \$850,000,**
22 **were they?**
23 A. They were. The check was made to the
24 Town of McBee.
25 **Q. No. You understand that checks being**

Page 26

1 **made to somebody doesn't necessarily mean they've**
2 **been given something. You understand --**
3 MR. LAY: Object to the form of the
4 question.
5 BY MR. PARKER:
6 **Q. -- you're an attorney.**
7 MR. LAY: Argumentative.
8 BY MR. PARKER:
9 **Q. Do you understand that? That just**
10 **because a check is made to somebody doesn't mean**
11 **that the money was intended for the Town of McBee?**
12 A. I understand that if there's --
13 MR. LAY: Object to the form.
14 THE WITNESS: -- allegedly a joint
15 venture, there typically are documenta -- documents
16 showing there's some joint venture or some
17 indication of what happened to the funds.
18 BY MR. PARKER:
19 **Q. Who indicated there was a joint venture?**
20 A. Some of the documents. I mean, there's
21 a letter from Senator Holland congratulating
22 Alligator on the money -- on getting the money as a
23 joint venture. And then there was -- again, the
24 minutes. If you go back to the minutes from that
25 time, consecutive monthly minutes show -- say very

Page 28

1 **did something incorrect.**
2 A. Well, for one thing I'd like to see
3 where the documents go. If you are a steward of
4 public money, public funds, shouldn't you keep good
5 records? If nothing else, there were no records.
6 **Q. The question was, you contend he did**
7 **something wrong. What is it that you contend he**
8 **did?**
9 A. I'm saying --
10 MR. LAY: Objection. Asked and
11 answered. Go ahead.
12 THE WITNESS: As I said, there were
13 no -- that there was no documentation as to what
14 happened to those funds.
15 BY MR. PARKER:
16 **Q. In other words, you're saying there was**
17 **no documentation about what those funds were used**
18 **for?**
19 A. That's correct.
20 **Q. You haven't seen -- you don't know what**
21 **those funds were used for?**
22 A. I don't.
23 **Q. What did you do to find out?**
24 A. I looked through the Town's records. I
25 spent several days going through the Town records.

Page 27

1 different things about what the money was used -- to
2 be used for.
3 **Q. What are the different things that it**
4 **says?**
5 A. Again, some -- in one instance -- as I
6 recall in one instance it would say that it was a
7 grant to Alligator. I think that Mayor Odom stated
8 that it was a grant to Alligator and we just want to
9 pass this money through the Town at no expense to
10 the Town was the way that -- those minutes were,
11 that's what I remember. But then later it was
12 stated that the Department of Commerce documents
13 said it was going to McBee.
14 Now, understand Mr. Odom is mayor at
15 that time and he is apparently supervising the
16 administration of whatever project it was.
17 **Q. Are you still contending today, having**
18 **seen all the documents, that Mr. Odom did something**
19 **incorrectly?**
20 A. Yeah, I am. I do believe that's
21 probably correct.
22 **Q. What did he do?**
23 A. I don't know. That's why I sent the
24 question to --
25 **Q. No. You said he (sic) was contending he**

Page 29

1 In fact, Mr. Odom knows that because he saw me
2 there.
3 **Q. Did you see Mr. Way's letter saying what**
4 **the funds were used for?**
5 A. I saw the letter from Charlie Way.
6 **Q. And he said what the funds were being**
7 **used for; correct?**
8 A. The same thing I was referring to.
9 Allegedly there was a joint venture between the Town
10 and someone. And -- was it Jefferson, maybe?
11 **Q. You knew what the money went to, didn't**
12 **you?**
13 A. No. What was it --
14 MR. LAY: Object to form.
15 THE WITNESS: I don't. I really don't.
16 I don't supervise, I don't go out and drive around
17 and look to see what's going in the ground in that
18 area. I don't live anywhere close to that.
19 BY MR. PARKER:
20 **Q. In other words, you didn't go look at**
21 **the ground to see if, in fact, the money had gone --**
22 **what it was intended for?**
23 A. There -- no, I don't know. Even if I
24 looked at the ground I wouldn't know, would I?
25 **Q. I don't know. Would you? You're the**

Page 30

1 **one that's making the accusations.**
2 MR. LAY: Object to the form. That's a
3 mischaracterization.
4 THE WITNESS: Do you have a question I
5 can answer for you?
6 BY MR. PARKER:
7 **Q. My question is do you know of anything**
8 **done inappropriately with \$850,000 that you have**
9 **written to the Attorney General about?**
10 MR. LAY: Objection. Asked and answered
11 more than once.
12 BY MR. PARKER:
13 **Q. You can go ahead.**
14 A. I have answered the question repeatedly.
15 **Q. I haven't heard anything where you said**
16 **what Mr. Odom did wrong.**
17 MR. LAY: Objection.
18 BY MR. PARKER:
19 **Q. If you would -- if you have something**
20 **you're contending he did wrong, please tell me.**
21 MR. LAY: Objection. Asked and answered
22 and that's not a question.
23 MR. PARKER: I think please tell me is,
24 but maybe -- maybe it's not. Maybe I don't know a
25 question when I see it.

Page 32

1 requested information repeatedly and never been
2 provided.
3 **Q. The Town requested what?**
4 A. Any documents. I mean -- well, I
5 don't -- I take that back. I'm not sure. I'm not
6 sure. Again, I don't live there, I don't work
7 full-time for the Town, I don't -- you know, I'm not
8 sure. What I know is that there were no -- there
9 was no documentation of how the funds were spent.
10 **Q. Now, you are -- said you asked for**
11 **documentation; correct?**
12 A. No. My whole role was nothing more than
13 I was at the Town Hall, I reviewed whatever
14 information at the Town Hall, their minutes, any
15 financial records at the Town Hall, and drafted this
16 letter for my father who was mayor at the time.
17 **Q. Why were you doing this?**
18 A. Just to help my father.
19 **Q. Why was your father doing it?**
20 A. He was the mayor of the town at that
21 time.
22 **Q. And he was mayor at the time that money**
23 **was awarded?**
24 A. No, he was not. He had received a
25 number of complaints that this award was made to the

Page 31

1 **Q. Please tell me what you're contending**
2 **Mr. Odom did wrong about the \$850,000.**
3 MR. LAY: Objection. Asked and
4 answered.
5 THE WITNESS: He was the mayor, he
6 signed a check dispersing the entire amount out of
7 the Town commerce and, yet, there's -- there are no
8 documents within -- that I could find in the Town's
9 possession that dealt in any way with this supposed
10 joint venture.
11 BY MR. PARKER:
12 **Q. And even though you've seen the**
13 **documents as to what that money was intended for,**
14 **you don't think that's appropriate?**
15 A. I don't know whether it would be
16 appropriate for the Department of Commerce to issue
17 an award like that. I assume it would be
18 appropriate. The question, I think, is were the
19 Town officials made aware of what this was.
20 **Q. It's in the minutes, isn't it?**
21 A. As I said, it's very confusing in the
22 minutes. There are contrary statements in the
23 minutes as to what it was to be used for and still,
24 again, there's nothing -- no documentation
25 remaining. And as I understood, the Town had

Page 33

1 Town, so what happened to the money? He was trying
2 to figure out what happened to the money.
3 **Q. And he asked you to help him?**
4 A. He did.
5 **Q. All right. Other than look at the**
6 **minutes what else did you do?**
7 A. I went through whatever documentation we
8 could find for that period of time at the Town Hall.
9 **Q. All right. You know, as we sit here**
10 **today, that nothing was done incorrectly about that**
11 **\$850,000, don't you?**
12 MR. LAY: Object to the form.
13 THE WITNESS: I don't know that. I
14 don't know one way or the other.
15 BY MR. PARKER:
16 **Q. All right. Let's go next. Number 2 you**
17 **said Mr. Odom resigned as Mayor to accept the**
18 **position as Chesterfield County Magistrate. During**
19 **the time he served in that capacity, there was**
20 **considerable town chatter suggesting fines were**
21 **repeatedly being paid personally to then-Magistrate**
22 **Odom. Just recently, we have been given a copy of a**
23 **cancelled check for more than \$2,000 that we are**
24 **told was paid to Odom to take care of a young man's**
25 **local traffic fine.**

Page 34

1 **Is that true?**
2 A. Yes.
3 **Q. Was Mr. -- what happened with the**
4 **cancelled check? Tell me about that. You seem to**
5 **be accusing Mr. Odom of taking money that was**
6 **intended for a traffic fine and using it personally.**
7 **Is that what you're saying?**
8 A. I'm saying the facts as laid out in
9 Paragraph 2 were what I knew.
10 **Q. You didn't know that, though, did you?**
11 MR. LAY: Object to the form of the
12 question.
13 THE WITNESS: I never alleged what you
14 suggested. There's nothing in Paragraph 2 that
15 makes any allegations.
16 BY MR. PARKER:
17 **Q. You're saying that Town chatter --**
18 A. Well --
19 **Q. -- suggesting fines were repeatedly**
20 **being paid personally to Magistrate Odom. That is**
21 **inappropriate, isn't it?**
22 A. No. That was actually based on
23 substantial chatter that I was -- information I was
24 given.
25 **Q. Do you think it's appropriate to repeat**

Page 36

1 A. Ms. Gardner, who I mentioned to you
2 earlier.
3 **Q. And you were told that Magistrate Odom**
4 **at that time, Glenn Odom, was holding court on the**
5 **side of the road; correct?**
6 A. That's right. That's what I was told.
7 **Q. Did you believe that?**
8 A. I did not know.
9 **Q. Why would you -- you are an attorney and**
10 **you know you hear gossip all the time; correct, from**
11 **people?**
12 A. We all do.
13 **Q. And you report that gossip to law**
14 **enforcement?**
15 A. I did not report that gossip.
16 **Q. If you --**
17 A. This is what was reported, the actual
18 check that came in. And an individual citizen had a
19 complaint because her son's record was not taken
20 care of.
21 **Q. No, you're reporting chatter is what**
22 **you're saying.**
23 MR. LAY: Object to the form.
24 BY MR. PARKER:
25 **Q. Correct?**

Page 35

1 **gossip and make an allegation to the Attorney**
2 **General that Mr. Odom has done something**
3 **inappropriate based on chatter?**
4 A. I'm suggesting that things didn't seem
5 appropriate and that the attorney -- we were
6 asking -- we, I mean the Mayor and Council, were
7 asking the Attorney General to look into it. There
8 was -- there was substantial more information than
9 what's here that was provided.
10 **Q. Tell me what that information was.**
11 A. I was told that -- when Mr. Odom was
12 magistrate that it was a common occurrence for
13 traffic stops to be set up with the Sheriff deputies
14 and Mr. Odom, and the deputies would stop -- would
15 pass through any local people, stop out of town
16 people. And if they were issued a citation they
17 were offered the opportunity to go in front of the
18 magistrate at that very moment and -- and I was told
19 that he was holding court on the side of the highway
20 during traffic stops.
21 **Q. And who told you --**
22 A. That was the chatter.
23 **Q. Who told you that?**
24 A. One of the Town clerks.
25 **Q. Who was that?**

Page 37

1 MR. LAY: Object to the form.
2 THE WITNESS: (Reading.)
3 BY MR. PARKER:
4 **Q. Is that correct, you reported the**
5 **chatter?**
6 MR. LAY: Object to the form.
7 THE WITNESS: I wrote Paragraph 2 as
8 it's written.
9 BY MR. PARKER:
10 **Q. And do you think that's appropriate,**
11 **that you report to the Attorney General chatter**
12 **about someone?**
13 A. If you read Paragraph 2, you will see
14 that that statement relates to the next sentence
15 concerning the cancelled check that was received by
16 the Town.
17 **Q. And the inference being that Mr. Odom**
18 **had done something inappropriate with \$2,000;**
19 **correct?**
20 A. That's for someone else to determine.
21 I'm not an investigator.
22 **Q. You wrote the letter you said.**
23 A. I did --
24 MR. LAY: Object to the form.
25 BY MR. PARKER:

Page 38

1 **Q. What did you intend?**
2 A. For them to look into it.
3 **Q. Why?**
4 A. The Town had been given this check --
5 had a complaint from a town citizen, as I understood
6 it, and a check was -- it appeared to be written
7 personally to this individual.
8 **Q. And you're making an accusation that**
9 **Mr. Odom had taken \$2,000; correct?**
10 A. I'm asking them --
11 MR. LAY: Object to the form of the
12 question.
13 THE WITNESS: No. I'm just asking them
14 to look into it.
15 BY MR. PARKER:
16 **Q. The Number 3 you said: Can you tell us**
17 **if it is a conflict of interest for an official of a**
18 **rural community water district to serve on a town**
19 **council or as mayor and influence other town**
20 **officials regarding water and sewer issues?**
21 **So are you asking the Attorney General**
22 **that?**
23 A. The Town was. The Town was interested
24 in knowing, yes, how that would be -- how the
25 Attorney General would respond to that, for their

Page 40

1 **Q. And did you do that?**
2 A. We did.
3 **Q. And what did you write to William**
4 **Nettles?**
5 A. I don't -- apparently this Paragraph 4.
6 These items I was -- I think -- see, if you look
7 there's a colon after prosecution and -- see? The
8 items after the colon on Page 2.
9 **Q. And you're asking Mr. Nettles to**
10 **prosecute Mr. Odom?**
11 A. No. I said look -- I sent it for
12 investigation and, if appropriate, prosecution.
13 **Q. They didn't pros -- they didn't**
14 **prosecute him, did they?**
15 A. I don't know. Not to my knowledge.
16 **Q. Well, you would know whether he did or**
17 **not?**
18 A. I would -- no.
19 MR. LAY: Object to the form.
20 BY MR. PARKER:
21 **Q. Do you know of any prosecution against**
22 **Mr. Odom by anyone?**
23 A. I don't know. I don't look -- I don't
24 spend my days doing this.
25 **Q. You do know that the Attorney General's**

Page 39

1 guidance.
2 **Q. Number 4 you said: Since taking over**
3 **the management of Alligator Rural Water,**
4 **Chesterfield County records show hundreds of**
5 **thousands of dollars in real property purchased by**
6 **Glenn C. Odom and William N. Callahan -- Kellahan,**
7 **the engineer for Alligator Rural Water and Sewer and**
8 **their joint business entities.**
9 **Why were you interested in that?**
10 A. (Reading.) I believe most of that
11 relates back to that letter that was written three
12 years earlier, most of that until you get to the end
13 of the paragraph.
14 **Q. Why were you interested in that? Why**
15 **did you want the Attorney General to look at that?**
16 A. (Reading.) See. (Reading.) Actually,
17 if I -- as I'm reading Paragraph 4, I don't believe
18 that was an issue for the Attorney General, was it?
19 I think it was an issue for the U.S. Attorney.
20 **Q. Exhibit 1 is to the -- W. Allen Myrick,**
21 **South Carolina Attorney General's Office.**
22 A. It is, but look at the paragraph just
23 before Number 4. It says: For your information
24 we're forwarding a fourth area of possible
25 corruption to the U.S. Attorney.

Page 41

1 **Office found there was no wrongdoing -- or the**
2 **Solicitor's Office on Mr. Odom's behalf in**
3 **investigating your complaints; correct?**
4 MR. LAY: Object to the form of the
5 question.
6 THE WITNESS: No, you need to ask that
7 question again. I don't agree to everything you
8 said.
9 BY MR. PARKER:
10 **Q. You don't know that?**
11 A. No.
12 MR. LAY: Object to the form.
13 BY MR. PARKER:
14 **Q. You don't know that it was turned over**
15 **to the Solicitor to look into the matter and he**
16 **found there was no wrongdoing? You're not aware of**
17 **that?**
18 MR. LAY: Object to the form of the
19 question.
20 MR. MCCANTS: Objection to the form.
21 THE WITNESS: I'm aware that the last
22 couple of months, I guess, or earlier this year
23 sometime I may -- I saw a letter from a Solicitor or
24 Assistant Solicitor saying he wasn't going to
25 prosecute, I think, based on the information he had

Page 42

1 at that time.
2 BY MR. PARKER:
3 **Q. In other words, you know that they found**
4 **that there was not anything to prosecute Mr. Odom**
5 **about?**
6 MR. LAY: Object to the form of the
7 question.
8 THE WITNESS: I don't know what they
9 found.
10 BY MR. PARKER:
11 **Q. You read the letter. Whatever it says**
12 **it said; correct?**
13 A. Right. Whatever it says it said, yeah.
14 **Q. Why did you state and contact**
15 **Mr. Nettles about Mr. Odom signing over 400 acres of**
16 **land from Alligator Rural Water Company to himself?**
17 **Something inappropriate about that?**
18 A. If you read the paragraph, it tells you
19 why the Council members were concerned.
20 **Q. Well, you were -- you were the one that**
21 **was really concerned; right?**
22 A. No, I --
23 MR. LAY: Object to the form of the
24 question.
25 THE WITNESS: No. Trust -- this is not

Page 44

1 property to himself is suspect in and of itself.
2 BY MR. PARKER:
3 **Q. In other words, you thought it was**
4 **wrong -- he had done something wrong?**
5 A. I don't know. I was asking for it to be
6 investigated.
7 **Q. Whoever -- other than Mr. Odom have you**
8 **ever asked for anybody else to be investigated?**
9 A. Mr. Kellahan is mentioned there. I
10 didn't but, again, look into -- I don't know. That
11 was it. No, I don't do this. This is not -- again,
12 this is not the thing that I am most interested in
13 in life.
14 **Q. And you state in the next paragraph that**
15 **Mr. Odom has personally received a minimum of 2.4**
16 **million to operate the water company and**
17 **Mr. Kellahan has received at least 1.2 million for**
18 **engineering services --**
19 A. Right.
20 **Q. Over three years; correct?**
21 A. Right.
22 **Q. Now, do you understand that the money**
23 **that Mr. Odom received also had to pay expenses;**
24 **correct?**
25 A. I don't know, because I haven't been

Page 43

1 my area of interest at all.
2 BY MR. PARKER:
3 **Q. Why were Council members concerned about**
4 **him buying 400 acres of land?**
5 A. I think you're going to have to go back
6 to that other that someone else wrote because I
7 think there were property exchange questions going
8 on there. And this dealt with -- this dealt with
9 the land that was outside of town, I believe, that
10 was supposed to be for commercial purposes. And
11 when we pulled information on it it was obvious that
12 Mr. Odom signed the deed himself and signed the
13 deed -- the ownership of the property over to
14 himself.
15 **Q. And he paid for it; correct?**
16 A. I don't know.
17 **Q. You don't know that?**
18 A. I don't know that. It was all between
19 he and Alligator.
20 **Q. Well, before you reported something to**
21 **the U.S. Attorney shouldn't you know that?**
22 MR. LAY: Object to the form of the
23 question.
24 THE WITNESS: (Reading.) I think the
25 signature of an individual on a deed signing

Page 45

1 able to -- you know, I haven't seen any documents
2 within Alligator as to what goes where. I think --
3 sometimes I think it was -- the financial documents
4 that I've seen from Alligator that are filed, it
5 seems like sometimes they're paid from the -- from
6 Alligator itself and other -- and other times
7 they're not.
8 **Q. Do you think that Mr. Odom personally**
9 **received \$2.4 million --**
10 A. That's what --
11 **Q. -- over three years?**
12 A. -- I believe, yeah.
13 **Q. You say that, don't you?**
14 A. I -- I do.
15 **Q. And you don't know that's false?**
16 A. I know that he has an employment
17 contract with Alligator, he did at that time. I saw
18 an employment contract or what -- or where --
19 actually it was a deposition where he stated what he
20 earned under his employment contract. It was, like,
21 700-something thousand a year plus maybe additional
22 funds based on how much water went through the
23 pipes.
24 **Q. But you also knew that the expenses of**
25 **Alligator had to be paid out of that, didn't you,**

Page 46

1 out of whatever he received?
2 A. No, he has a separate business called
3 Odom & Associates.
4 **Q. Odom & Associates has expenses; correct?**
5 A. I'm sure. Everyone has expenses. If
6 you do business you have expenses.
7 **Q. You have employees; correct?**
8 A. That's right.
9 **Q. Do you know how many employees Odom &**
10 **Associates has?**
11 A. Only from looking at their financial
12 statements. I'm guessing it was 15 or less, you
13 know, any time.
14 **Q. In the last paragraph you state: You**
15 **may also contact Patricia Wise, a former resident of**
16 **McBee and retired attorney, who has volunteered**
17 **numerous hours to conduct a limited investigation**
18 **into these matters. She can be reached at blank and**
19 **can provide you with additional witness names and**
20 **documents that substantiate our suspicions.**
21 **Correct? Is that what you wrote?**
22 A. I wrote that, yes.
23 **Q. And did anyone contact you?**
24 A. Yes.
25 **Q. Who contacted you?**

Page 48

1 you talking with someone about the investigation as
2 a result of the letter that you sent to the Attorney
3 General. And who did you talk to?
4 A. I remember getting a phone call from
5 someone in the Attorney General's office and I think
6 it was Mr. Logan.
7 **Q. All right. What did you talk with him**
8 **about?**
9 A. He was getting general background and
10 I -- I don't remember the contents of what we
11 discussed, but I recall that -- seeing earlier this
12 year in your SLED file a memo from him that he had
13 spoken with me.
14 **Q. And it's limited in what it says;**
15 **correct? What you saw in the file -- in -- in the**
16 **file itself as far as what you repeated to the SLED**
17 **investigator, whoever it was that talked with you,**
18 **it was -- did you have any issue with what was said?**
19 A. He --
20 MR. LAY: Object to the form of the
21 question.
22 BY MR. PARKER:
23 **Q. Go ahead.**
24 A. Well, my recollection is he wrote some
25 things up incorrectly.

Page 47

1 A. Someone from the Attorney General's
2 office, I think it was Mr. Logan. Logan I think is
3 his name.
4 **Q. And what did you tell Mr. Logan?**
5 MR. LAY: Let's -- I mean, I think
6 technically that's privileged. If you can tell me
7 why it's not I'd love to see it, but the cases say
8 it's privileged communication. I don't -- why would
9 it not be?
10 MR. PARKER: It may be, but I don't
11 think you can raise it.
12 MR. LAY: Sure I can.
13 MR. PARKER: You can say -- if you tell
14 her don't answer, she --
15 MR. LAY: I'm going to go out --
16 MR. PARKER: -- will be back here.
17 MR. LAY: -- and talk with her about the
18 point of privilege here. But yeah. I mean, I can
19 absolutely tell her not to respond to this.
20 MR. PARKER: If you do that we'll be
21 back.
22 MR. LAY: That's fine.
23 (A recess transpired.)
24 BY MR. PARKER:
25 **Q. When we left off we were talking about**

Page 49

1 **Q. What did he write up incorrectly?**
2 A. He said that I was Mr. Odom's daughter.
3 That's not correct.
4 **Q. Right. What else?**
5 A. I think there were some -- there was a
6 question of some numbers about the bank balance of
7 the Town. I had a question as to how he wrote that.
8 And I referred him to -- I mean, basically the net
9 effect of it was the same, but I think the actual
10 numbers I wasn't positive that he had written in his
11 memo.
12 **Q. Okay. There may have some error in the**
13 **numbers?**
14 A. In his memo, that's right.
15 **Q. In the letter that's Exhibit Number 1**
16 **that you wrote, you state: You may also contact**
17 **Patricia Wise, a former resident of McBee and**
18 **retired attorney, who has volunteered numerous hours**
19 **to conduct a limited investigation into these**
20 **matters. She may be reached at blank and can**
21 **provide you with additional witness names and**
22 **documents that substantiate our suspicions.**
23 **Correct? Is that what you state?**
24 A. That's what's in the letter, yes.
25 **Q. How many hours did you volunteer?**

Page 50

1 A. Numerous.
2 **Q. Numerous covers a lot of territory.**
3 A. I really don't know. I wasn't keeping a
4 counting of it. I would say several days.
5 **Q. Okay. And says you can provide**
6 **additional witness names and documents that**
7 **substantiate our suspicions.**
8 **Who are the names of the additional**
9 **witnesses?**
10 A. That was seven years ago and I don't
11 remember.
12 **Q. You don't know?**
13 A. I -- I know those that I mentioned here
14 today. Mainly it was documents. My -- my time was
15 basically spent on looking at documents, so
16 witnesses -- I guess would be, you know, the Town
17 Council members had information, my -- the Mayor had
18 information. I'm assuming that they came from
19 somewhere.
20 **Q. Insofar as the documents that -- what**
21 **documents are you referring to?**
22 A. The Town documents. I spent quite a
23 number of days trying go through documentation of
24 the Town -- on the records as to when Mr. Odom was
25 mayor.

Page 52

1 A. Well, I'm not an accountant and -- but
2 Terri King does have a financial background and she
3 would be the only other person I would have talked
4 to about it.
5 **Q. What did Terri King tell you?**
6 A. Well, she -- we were attempting to find
7 financial documents. Basically we could find -- I
8 went through the storage room of the Town history of
9 documents and for every year there were basic
10 documents there, all financial records and such.
11 When you got to 2000 -- about 2000, 2001 to 2005,
12 there were just gaps. There was nothing there,
13 literally. It was gone.
14 **Q. How do you know it was gone?**
15 A. We reached out, I mean, to everybody
16 that we knew. That's why I contacted Ms. Gardner
17 because she had been working for the Town at that
18 time. And I was told by, you know, the mayor this
19 was all -- this was, you know, go through -- this is
20 where all the documents are. We rolled up our
21 sleeves and went through a lot of dust and a lot of
22 boxes and couldn't find records for that period of
23 time.
24 **Q. What did the audit show that you -- for**
25 **that period of time?**

Page 51

1 **Q. What documents in particular?**
2 A. Bank records.
3 **Q. From the town?**
4 A. Yes.
5 **Q. What would they show?**
6 A. Well, the Town minutes that we had spoke
7 about earlier had stated that there was -- when
8 Mr. Odom became mayor there was somewhere in excess
9 of, I believe, \$350,000 in the bank. And then at
10 the end of his term that was gone.
11 **Q. What do you base that on?**
12 A. The Town minutes and the documentation
13 of the Town bank records that were there.
14 **Q. And you think during his time that he**
15 **served as mayor that \$350,000 -- something happened**
16 **to it?**
17 A. Somewhere -- yes, probably.
18 **Q. And what happened to the money?**
19 A. One of the -- I don't know. I wish I
20 knew.
21 **Q. Did you see any audits?**
22 A. Some were -- there were some and others
23 were missing.
24 **Q. And did you see anything incorrect in**
25 **the audits?**

Page 53

1 MR. LAY: Object to the form of the
2 question.
3 THE WITNESS: Again, I'm not an
4 accountant. What I was told is that what
5 happened -- at the end of that time there were
6 substantial fine -- fees, I think, owed to Highway
7 Department -- I don't know exactly how this op --
8 this operates but, apparently, if you have Town law
9 enforcement they write a fine and they receive
10 income from that -- or the fine is paid, a portion
11 of that goes to the State. And -- which I believe
12 is maybe around 30 percent, maybe, goes to the
13 State.
14 And at the time that Mr. Odom and
15 Mr. Edwards left the position as mayor there was,
16 like, \$100,000 in fines owed to -- or in those fees.
17 That percentage, apparently, according to the audit
18 owed to the State. So they received the fines, made
19 a record of that amount but no monies were ever
20 transferred to the State. So there was at least the
21 \$300,000 -- 300,000-plus missing, plus the 100,000
22 in fees that were owed to the State.
23 BY MR. PARKER:
24 **Q. You say there was \$300,000 missing.**
25 **What do you mean?**

Page 54

1 A. The bank account -- all I'm saying is
2 the bank balance in 2004 compared to 2000 was
3 \$300,000 lower.
4 **Q. 2004 to when?**
5 A. No. From the year 2000, when Mr. Odom
6 became mayor, until 2004.
7 **Q. That's when he left?**
8 A. That's when -- he was mayor, what, two
9 years? You need to ask your client. And --
10 **Q. I'm asking you, you're the one making**
11 **the accusations.**
12 MR. LAY: Object to the form of the
13 question.
14 THE WITNESS: I'm not making
15 accusations --
16 MR. LAY: Mischaracterizes.
17 THE WITNESS: I'm not making
18 accusations. I am stating facts as I saw them.
19 Mr. Edwards was mayor for two years -- Mr. Odom was
20 mayor for two years and Mr. Edwards finished his
21 term.
22 BY MR. PARKER:
23 **Q. And you're saying that \$300,000 is**
24 **missing during that period of time?**
25 A. I'm saying that the Town minutes and the

Page 56

1 A. They did, and those were some of the
2 best years in the country, weren't they?
3 **Q. And you're saying that the money was**
4 **missing or you couldn't account for it. What do you**
5 **mean? I'm trying to get to the bottom of exactly**
6 **what you're trying to say.**
7 MR. LAY: Objection. Asked and
8 answered.
9 THE WITNESS: I'm just saying it
10 appeared that there were -- there was no
11 extraordinary need for savings to be used during
12 those years and, yet, they were gone. And there had
13 been complaints by townspeople to the mayor and --
14 concerning those funds.
15 BY MR. PARKER:
16 **Q. Who made complaints?**
17 A. I don't know. I mean, I was never -- I
18 didn't talk to people directly myself. I got the
19 information, you know, through the Mayor and Council
20 and the clerks.
21 **Q. And I'm looking at Exhibit 1 and you**
22 **don't say anything in here about the missing**
23 **\$300,000.**
24 A. (Reading.) Well, maybe that should be
25 added. I don't know. That's what -- let me think

Page 55

1 Town financial documents will show you that the Town
2 was out of funds in the Fall of 2004.
3 **Q. And you're saying that \$300,000 somehow**
4 **was unaccounted for?**
5 A. I am saying --
6 MR. LAY: Object to the form.
7 THE WITNESS: Well, I am saying -- what
8 I'm saying, the bank records show that the funds
9 were there at one time and they were not there later
10 and there was no paper trail to show what happened
11 to them. There was a very minimal paper trail to
12 show what happened to the funds.
13 BY MR. PARKER:
14 **Q. Now, why -- you've said you're not an**
15 **accountant and, obviously, you're not able to do**
16 **accounting functions I wouldn't think, are you?**
17 A. I do -- I do okay, but I don't -- I'm
18 not an accountant. I do my own things.
19 **Q. When you say money was missing, what do**
20 **you mean?**
21 A. I don't know if I said money was
22 missing. I said there was no accounting for what it
23 was used for.
24 **Q. Well, obviously the Town had to operate**
25 **during four years; correct?**

Page 57

1 back. (Reading.) Well, this was seven years ago
2 and I don't know if that came -- I became aware of
3 that after this letter was written. I don't
4 remember, before or after. I'm not sure.
5 **Q. Who did you report the missing \$300,000**
6 **to?**
7 MR. LAY: Object to the form.
8 THE WITNESS: I don't -- yeah, I don't
9 know if it was ever reported. It was something that
10 was of great concern to the Town -- to townspeople
11 and to both the clerks.
12 BY MR. PARKER:
13 **Q. And why were they reporting this to you?**
14 A. I was there going through Town records
15 trying to determine what was -- you know, if I could
16 help my father determine -- find the answers to
17 maybe, you know, what the \$850,000 had been used
18 for.
19 **Q. The \$850,000?**
20 A. Right. And then -- the 3 -- I don't
21 know. The 300 might have been something I discussed
22 with the SLED agent that was referred on this case.
23 I'm not certain.
24 (PLF. EXH. 2, Privilege Log for the
25 Defendant John Campolong, dated October

Page 58

1 1, 2018, was marked for identification.)
2 BY MR. PARKER:
3 **Q. Okay. Now, let me ask you about -- I'm**
4 **going to hand you Exhibit Number 2. Exhibit 2 is --**
5 MR. PARKER: Was that more than one? I
6 don't know that. I don't have another, I'm going to
7 need to look on this one, I'm sorry.
8 **Q. It's a privilege log that's been filed**
9 **in this case and it refers to an e-mail from you on**
10 **behalf of John Campolong to Bob Sheheen, John**
11 **McCants and Andrew McLeod. See that?**
12 A. Under the first description?
13 **Q. Yeah. On June 14, 2018.**
14 A. Okay.
15 **Q. And I am -- what are you e-mailing these**
16 **gentlemen about?**
17 MR. MCCANTS: Objection. It's
18 attorney/client privilege and privilege has been
19 asserted. I instruct the witness not to get into
20 it.
21 MR. PARKER: Are you representing the
22 witness?
23 MR. MCCANTS: If you have an objection
24 to the privilege log you can take it up with the
25 Court.

Page 60

1 **discovery in this case?**
2 MR. LAY: Hang on a second. I need to
3 talk with you about that.
4 (A recess transpired.)
5 MR. PARKER: All right. When we broke
6 we had the Exhibit Number 2 which was the privilege
7 log and y'all had whatever -- I'll listen to
8 whatever.
9 MR. MCCANTS: Yes. I'm going to assert
10 the privileges as indicated in this log,
11 MR. PARKER: Okay.
12 MR. MCCANTS: As to these matters and
13 instruct the witness not to answer. And add to the
14 objection that the privilege log was provided in
15 October 1st, 2018, almost one year ago. With that
16 objection.
17 MR. PARKER: I don't know what that
18 means, but you're welcome to state whatever you want
19 to. All right. We'll...
20 **Q. Your attorney --**
21 MR. PARKER: John, do you join in that?
22 I don't want to -- because I don't think he's got
23 any standing, I want to...
24 MR. LAY: I mean, if any of the
25 privileges that are asserted -- I mean, we rely upon

Page 59

1 MR. PARKER: I can take it up with the
2 witness and I don't -- you don't have any right to
3 instruct her not to answer anything.
4 MR. MCCANTS: I do.
5 MR. PARKER: Under what basis?
6 MR. MCCANTS: It's work product.
7 MR. PARKER: She would have to assert
8 the privilege, not you.
9 MR. MCCANTS: I do.
10 MR. PARKER: No. She's -- it's an
11 e-mail from her, not one from you.
12 MR. LAY: On behalf of John Campolong.
13 MR. MCCANTS: My client.
14 MR. PARKER: You're going -- if he's --
15 if Mr. Lay is going to assert the privilege then he
16 can do it and then we'll take it up, but I don't
17 think you have any right.
18 MR. MCCANTS: My client is John
19 Campolong, who I represent in this case, and I'm
20 asserting the privileges in the privilege log. If
21 you have an objection to the privilege log, file a
22 motion which this was, what? Maybe October 1st
23 2018, a year ago.
24 MR. PARKER: I got you.
25 **Q. Did you aid your father in answering the**

Page 61

1 Mr. Campolong's -- Mayor Campolong's counsel on
2 that. So yeah, I join in any assertion to have
3 independent grounds and I'm also making that
4 assertion.
5 MR. PARKER: All right. Good enough.
6 (PLF. EXH. 3, Affidavit of John
7 Campolong, Mayor of Town of McBee, dated
8 March 24, 2016, was marked for
9 identification.)
10 BY MR. PARKER:
11 **Q. Next I'm going to ask you about Exhibit**
12 **3.**
13 A. (Reading.)
14 **Q. Exhibit 3 is an affidavit of your**
15 **father, John Campolong?**
16 A. That's right.
17 **Q. Did you prepare this?**
18 A. No.
19 **Q. Have you read this before?**
20 A. I read it sometime ago after it was
21 written and signed, after it was executed.
22 **Q. Did you do anything to check the facts**
23 **in your father's affidavit?**
24 A. I never saw it until after he had signed
25 it.

Page 62

1 **Q. So you did nothing?**
2 A. No, not to my recollection. I mean, I
3 don't think -- yeah, I don't remember seeing this
4 until after it was signed and this was, what, back
5 in 2016.
6 **Q. So as far as anything to do with this,**
7 **you had nothing to do with it?**
8 A. I did not.
9 (PLF. EXH. 4, Advertisement for Re-Elect
10 Mayor John Campolong, was marked for
11 identification.)
12 BY MR. PARKER:
13 **Q. All right. Next going to hand you**
14 **Exhibit Number 4. That's all we had, sorry about**
15 **that.**
16 **Exhibit 4, did you have anything to do**
17 **with helping your father with this election**
18 **advertisement?**
19 A. I did.
20 **Q. Did you write this?**
21 A. I did.
22 **Q. It first said: Began office with over**
23 **\$400,000 in McBee's Bank Accounts, But Four Years**
24 **Later the Town's Bank Accounts Were Nearly Depleted.**
25 **Did you write that?**

Page 64

1 **Own Wells for Nine Years.**
2 **Is that what you stated?**
3 A. I did.
4 **Q. Who did he falsely tell?**
5 A. He -- you'll see in newspaper articles
6 and various minutes of the Town Council and
7 however -- that Mr. Odom was telling everyone that
8 the Town's water was contaminated. And in actuality
9 what I found, as I reviewed Town documents, were
10 DHEC reports showing that it was fine.
11 **Q. You didn't find any reports showing it**
12 **wasn't fine?**
13 A. I found -- the only report that you
14 might be referring to as I recall didn't have
15 anything to do with water quality. The question was
16 the water quantity, I believe, was only -- the only
17 question.
18 **Q. You didn't find any records of any water**
19 **quality problems?**
20 A. They did not have water quality
21 problems. The records that I see -- that I saw and
22 were filed in court showed that the water was just
23 fine and, in fact, it must have been because the
24 well -- the Town's wells were continued to be used
25 for another nine years by Alligator, is what I was

Page 63

1 A. I have -- let me.
2 MR. LAY: Do you have the actual
3 exhibit?
4 THE WITNESS: He's reading from it.
5 BY MR. PARKER:
6 **Q. I'm reading from it -- I'm sorry, I**
7 **meant to give you that one. You can give me that**
8 **one back, we'll swap them.**
9 MR. LAY: I wrote on it here. Let me
10 get it for you.
11 MR. PARKER: That's all right. Thank
12 you.
13 THE WITNESS: What was your question?
14 BY MR. PARKER:
15 **Q. I assume that you're contending that**
16 **Glenn Odom somehow did away with \$400,000 that**
17 **belonged to McBee?**
18 MR. LAY: Object to the form.
19 THE WITNESS: The statement that's in
20 this comparison ad was what I found as I looked at
21 the Town records.
22 BY MR. PARKER:
23 **Q. And the third bullet point down there it**
24 **says he: Falsely Told the Community its Wells were**
25 **Contaminated, Then Sold the People of McBee from Our**

Page 65

1 told.
2 **Q. Who told you that?**
3 A. The Mayor.
4 **Q. And it said that he was using the Town's**
5 **water to sell it to the Town?**
6 A. He was drawing -- he and -- as I say he
7 I'm talking about Alligator had -- they were drawing
8 water from -- as I understood my father indicated
9 that engineers -- the Town engineer and water people
10 confirmed the water was being pulled from the Town's
11 wells that he alleged -- that Mr. Odom had alleged
12 were contaminated and he was providing that water to
13 the Town -- Town's people.
14 **Q. Are you aware that McBee has spent**
15 **\$700,000 to filter this water that you say nothing**
16 **was wrong with?**
17 A. I know that the Town voluntarily added
18 some -- a filtering system to its wells after they
19 were regranted their permit which Mr. Odom turned
20 in.
21 **Q. If the water didn't need filtering they**
22 **wouldn't have spent the money, would they?**
23 A. I don't know --
24 MR. LAY: Object to the form.
25 BY MR. PARKER:

Page 66

1 **Q. You think --**
2 A. I don't know. I don't have anything to
3 do with the water.
4 **Q. Your father, Mayor Campolong, wouldn't**
5 **throw away \$700,000 unless it was needed, would he?**
6 MR. LAY: Object to the form of the
7 question.
8 THE WITNESS: I don't know that 700,000
9 was spent. I have no idea --
10 BY MR. PARKER:
11 **Q. Or whatever was spent, he wouldn't throw**
12 **it away unless it was needed?**
13 MR. LAY: Object to the form of the
14 question.
15 THE WITNESS: You'd have to ask him
16 those questions.
17 BY MR. PARKER:
18 **Q. Well, you know your father pretty good,**
19 **don't you?**
20 A. Pretty well.
21 **Q. He wouldn't throw the money away unless**
22 **he needed to spend it, would he?**
23 A. My father is an outstanding steward of
24 public funds.
25 **Q. You have a bullet point here on Exhibit**

Page 68

1 BY MR. PARKER:
2 **Q. Who owned that line?**
3 A. I have no idea. I'd like to know that.
4 **Q. Well, you're saying it's Alligator's,**
5 **didn't you?**
6 A. I think that it is Alligator.
7 **Q. How did you think that?**
8 A. Because do you -- because Alligator
9 serves the rest of the county other than McBee.
10 **Q. And you say next that Mr. Odom: Hired**
11 **and Directed a Police Force that Caused McBee to**
12 **Become Known as a Speed Trap Throughout the**
13 **Carolinas, But Did Nothing for the Town with the**
14 **Additional Funds.**
15 **Where did you get that from?**
16 A. Did you ever drive through McBee during
17 those years?
18 **Q. Probably did.**
19 A. Did you get pulled?
20 **Q. Probably didn't.**
21 A. Wow, surprised. It -- I still run into
22 people, this -- this -- this many years later,
23 saying they'll go around the town, not to go through
24 McBee because it's a speed trap. There was a huge
25 billboard outside of town warning people.

Page 67

1 **4 that he: Used an \$850,000 Grant to the Town of**
2 **McBee to Build Alligator's Water Line to Jefferson,**
3 **Without Any Benefit to Our Town.**
4 **And you felt like that Mayor -- that**
5 **Glenn Odom had done something inappropriate in doing**
6 **that; correct?**
7 A. That's what I was told --
8 MR. LAY: Object to the form.
9 BY MR. PARKER:
10 **Q. You were making that accusation when you**
11 **wrote this?**
12 MR. LAY: Object to the form.
13 BY MR. PARKER:
14 **Q. Correct?**
15 A. This statement says \$850,000 grant to
16 the Town of McBee to build Alligator's water line to
17 Jefferson with no benefit to the town.
18 **Q. I mean, what you wanted to do was tell**
19 **people that Glenn Odom had taken this \$850,000 that**
20 **was Town money to benefit his company; correct?**
21 MR. LAY: Object to the form of the
22 question.
23 THE WITNESS: I don't know that. That's
24 not what I'm saying there, no. It said it was build
25 water line to Jefferson.

Page 69

1 **Q. Who put that billboard up?**
2 A. I have no idea.
3 **Q. Did you get a ticket?**
4 A. I never did. I don't drive fast.
5 **Q. You next state down about Mr. Odom, that**
6 **he: Is Suing the Town of McBee to Prevent Us From**
7 **Using Our Own Wells and Water System.**
8 **What was that about?**
9 A. That's about another lawsuit that he has
10 going against the Town.
11 **Q. To do what?**
12 A. I'm not involved in that case. I don't
13 know. You'd have to look it up.
14 **Q. I mean, you're the one that said this,**
15 **is why I'm asking you.**
16 A. The Town -- what I know is the Town,
17 over many years and substantial funds, got their
18 permit back to operate their water system, put a
19 filtering system on, turned the system on -- after
20 all the appropriate DHEC approvals turned the system
21 on and within hours they received an injunction
22 requesting that they turn their system off. That's
23 what I know that is.
24 **Q. You've stated that -- that McBee wanted**
25 **to turn its water on and Mr. Odom somehow prevented**

Page 70

1 it?

2 A. As I understand, Alligator filed a

3 lawsuit against the Town to enjoin them from using

4 their own water system.

5 **Q. It next says: Glenn Odom is Suing the**

6 **Town of McBee to Take Away A.O. Smith's Water**

7 **Business and Give it to his Company; correct?**

8 A. That's what that says, yes.

9 **Q. Tell me about that.**

10 A. Same case.

11 **Q. In other words, McBee wants to have A.O.**

12 **Smith as a customer?**

13 A. A.O. Smith has been McBee -- the Town of

14 McBee's customer for 40 years, I believe, as long as

15 they've been in town -- just outside of town.

16 **Q. What -- did A.O. Smith want to continue**

17 **with the Town of McBee?**

18 A. I don't have any knowledge of that

19 information -- what A.O. Smith wants.

20 **Q. It says: Glenn Odom Charges Alligator**

21 **Rural Water Customers About Three Times the Minimum**

22 **Rate for Water Compared to What The Town of McBee**

23 **charges its Water Customers.**

24 A. That's what it says, yes.

25 **Q. I thought that Mr. Odom's company was**

Page 72

1 **and ask you if you wrote it also.**

2 MR. LAY: Have you got an extra?

3 MR. PARKER: Yeah, I got you one.

4 THE WITNESS: (Reading.) No, I did not.

5 BY MR. PARKER:

6 **Q. You did not?**

7 A. No.

8 MR. LAY: That's 5; right?

9 MR. PARKER: Yeah.

10 (PLF. EXH. 6, Document Entitled,

11 Alligator Rural Water and Sewer -

12 Private Company, was marked for

13 identification.)

14 BY MR. PARKER:

15 **Q. I'm going to hand you Exhibit 6. And**

16 **did you write Exhibit 6?**

17 A. (Reading.) No, I did not.

18 (PLF. EXH. 7, Document Entitled, Facts

19 About Alligator Rural Water and Sewer,

20 was marked for identification.)

21 BY MR. PARKER:

22 **Q. How about Exhibit 7?**

23 MR. LAY: Is this 6 or 7 you just

24 handed?

25 MR. PARKER: You'll have to look.

Page 71

1 **providing the water for the Town of McBee.**

2 A. They're a whole -- like a wholesaler, I

3 guess, is the best way I can understand it. They

4 wholesale the water to the Town and then the Town

5 sells it to its customers; right? I'm assuming.

6 **Q. What you're saying is I guess the rest**

7 **of Alligator's customers pays three times what McBee**

8 **does?**

9 A. What the towns -- what the townspeople

10 in McBee, yeah.

11 **Q. So McBee -- people of McBee should be**

12 **happy with that, shouldn't they?**

13 A. Yeah, they are.

14 **Q. They're getting water at a third of**

15 **whatever the rest of the county is getting water**

16 **for?**

17 A. That's what's happening.

18 **Q. And I assume they'd be happy about that.**

19 A. You'd have to talk to them and ask them,

20 I guess. I don't live there.

21 (PLF. EXH. 5, Document Entitled, Facts

22 About Alligator Rural Water and Sewer,

23 was marked for identification.)

24 BY MR. PARKER:

25 **Q. Okay. Let me hand you next Exhibit 5**

Page 73

1 MR. LAY: Neither one.

2 THE WITNESS: Oh, they're different?

3 MR. LAY: There are three different

4 ones.

5 BY MR. PARKER:

6 **Q. There are three different ones I marked**

7 **separately. Did you write that one, Exhibit 7?**

8 A. Seven? No, I did not.

9 MR. LAY: All right. So that's 5, you

10 didn't write it.

11 THE WITNESS: There's 5, 6 and 7.

12 MR. MCCANTS: Are there three documents?

13 MR. PARKER: Yeah. There's 5, 6 and 7.

14 MR. MCCANTS: What is 7, please? Is

15 this three different documents you handed me?

16 MR. ODOM: I think that's three.

17 MR. PARKER: Those are all the same, I

18 would assume.

19 MR. LAY: That's 7; right? This is 7.

20 MR. MCCANTS: I got it. I think I have

21 all three. All right.

22 BY MR. PARKER:

23 **Q. Were you involved in helping prepare a**

24 **lawsuit for the Town of McBee against Alligator**

25 **Rural Water and Sewer Company?**

Page 74

1 A. Are you -- no.
2 **Q. You had no involvement in that?**
3 A. Are you -- can you tell me what case
4 you're talking about?
5 **Q. The Town of McBee versus Alligator Rural**
6 **and -- Water and Sewer Company, Inc.**
7 A. Was that filed around 2015?
8 **Q. May 4th of 2016.**
9 MR. LAY: If you have the complaint, it
10 might be helpful.
11 MR. PARKER: Well, thank you, John. I'm
12 going to decide how to question the witness.
13 MR. LAY: It's fair unless you're
14 talking about an oblique complaint.
15 THE WITNESS: There's been lit --
16 MR. LAY: If you want her to guess, she
17 can. Go ahead.
18 THE WITNESS: There's been litigation
19 between the Town of -- between Alligator and the
20 Town of McBee since sometime prior to 2010 when I
21 got involved because he sued my father and I had
22 some potential property interest there. So there
23 were lawsuits going on before 2010 and I think there
24 was a lawsuit filed around 2015, and I had nothing
25 to do with that at the time it was filed.

Page 76

1 MR. PARKER: It probably is, but this
2 complaint is dated May 4th of '16.
3 THE WITNESS: Okay.
4 MR. MCLEOD: Can we have the whole case
5 number?
6 MR. PARKER: I'll just hand you one.
7 THE WITNESS: I didn't know anything
8 about this until after it was filed.
9 BY MR. PARKER:
10 **Q. You had nothing to do with that one?**
11 A. I had -- I knew nothing about this case
12 until after it was filed in 2015.
13 **Q. And I believe I've asked you if you had**
14 **seen anything that indicated that DHEC had found**
15 **that there was problems with the water in the McBee**
16 **wells and you said you had not seen anything.**
17 A. No. What I saw -- said that they
18 were -- it was all fine.
19 **Q. You saw no unsatisfactory results?**
20 A. As I stated before, I believe what I saw
21 said that the water quality was fine. And, again,
22 I'm not a water engineer, but -- but the only issue
23 DHEC had was whether the Town would be able to
24 provide a quantity of water if certain -- great
25 expansion happened as far as the needs of the town.

Page 75

1 BY MR. PARKER:
2 **Q. My question is did you have anything to**
3 **do with the lawsuit that was filed by the Town of**
4 **McBee against Alligator Rural Water and Sewer**
5 **Company?**
6 MR. LAY: She asked you if that's the
7 2015 and you --
8 MR. PARKER: And I said it was May of
9 2016.
10 THE WITNESS: I know there was a case
11 filed in 2015 and I didn't know about it until after
12 it was filed. I don't know -- you say there was
13 something filed in 2016?
14 BY MR. PARKER:
15 **Q. Correct.**
16 A. If you want me to look at it I can tell
17 you if I had any -- I don't know.
18 **Q. I'm not going to make it an exhibit, but**
19 **I'll hand it to you. (Tendering.)**
20 A. (Reading.) All right. This says Civil
21 Action Number 2015. This is a 2015 action.
22 **Q. It looks to be dated -- I read you the**
23 **date on the back of it.**
24 MR. LAY: I think it's an amended
25 complaint it looks like to me.

Page 77

1 **Q. Were you involved in reporting Mr. Odom**
2 **and Alligator Rural Water Company to the U.S.**
3 **Attorney's Office?**
4 A. The letter -- Exhibit 1 stated that a
5 letter was being sent to the U.S. Attorney's Office.
6 **Q. And you participated in preparing that**
7 **letter --**
8 A. I wrote that letter.
9 **Q. -- to William Nettles? You wrote the**
10 **letter?**
11 A. I did.
12 **Q. Do you have a copy of it?**
13 A. No. No, that was an amazing thing here.
14 You really need to understand is we were very --
15 very, very careful. In fact, not to provide -- not
16 to give out any information that we weren't
17 absolutely certain of to the point that each of
18 those Council members signed the letters, none of
19 them retained a copy. None of them were kept --
20 kept a copy. None of us kept copies. It was only
21 kept by the Town and by the Mayor.
22 **Q. And you are aware that out of all of**
23 **your allegations there's been no finding that**
24 **anything wrong was done by Mr. Odom or Alligator**
25 **Water?**

Page 78

1 MR. LAY: Object to the form --
2 THE WITNESS: I don't know that.
3 BY MR. PARKER:
4 **Q. Do you know of anything that was found**
5 **that he did wrong?**
6 MR. MCCANTS: Object to the form.
7 MR. LAY: Yeah, object to the form.
8 BY MR. PARKER:
9 **Q. Go ahead.**
10 A. I'm not -- I'm not clear about your
11 question.
12 **Q. What is it you're not clear?**
13 A. Do you want me to answer whether I know
14 if Mr. Odom committed -- did anything wrong from the
15 time he was born until now, or what are you asking?
16 **Q. I didn't ask you about that.**
17 A. Okay. I don't understand your question.
18 **Q. The question is you've made certain**
19 **allegations, and you assisted your father with it,**
20 **that Mr. Odom and Alligator Water had done a number**
21 **of things that would be illegal and unethical or**
22 **whatever you want to put on it and you made these**
23 **allegations. Do you know of anything, any law**
24 **enforcement agency or any agency, that's found that**
25 **they did anything incorrect?**

Page 80

1 some inappropriate accounting methods or something?
2 A. Apparently. You can get it just like I
3 did on-line.
4 **Q. It's going to say what it's going to**
5 **say?**
6 A. It says what it says. I didn't write
7 it, so I don't have...
8 **Q. Did you meet with your dad and some**
9 **other people in Hartsville about Mr. Odom or**
10 **Alligator Water?**
11 A. I met with a SLED agent in Hartsville
12 along with my father and the attorney and -- his
13 attorney at the time.
14 **Q. Who was the attorney?**
15 A. Rhett Kendall.
16 **Q. And you were asked certain questions?**
17 A. I was, yes. We both were.
18 **Q. You were asked to substantiate what you**
19 **wrote in Exhibit 1?**
20 MR. LAY: Hang on just a second. Pause.
21 I want to -- is that a point of privilege with you?
22 Can I step out and talk to you a second? Then I'll
23 ask her.
24 (A recess transpired.)
25 BY MR. PARKER:

Page 79

1 MR. LAY: Object to the form of the
2 question.
3 MR. MCCANTS: Object to the form.
4 THE WITNESS: I know that the sewer
5 project that he was suing my family about looking
6 for easements, and which I reviewed documents
7 concerning, I know that it ended up never being
8 funded. And allegedly -- well, I saw a USDA report
9 on-line, I came across a USDA report on-line saying
10 that it had actually been de-obligated due to
11 inappropriate finance -- accounting practices or
12 whatever, for whatever reasons.
13 BY MR. PARKER:
14 **Q. So you are saying that Mr. Odom or**
15 **Alligator had done something wrong?**
16 MR. LAY: Object to the form.
17 THE WITNESS: I don't know that I'm
18 saying it. I'm saying what I read -- telling you
19 what I read.
20 BY MR. PARKER:
21 **Q. And this is a -- what is it that you**
22 **read? What's the document? What's it called?**
23 A. It was a summary report. A summary
24 report of an audit, as I recall, that USDA did.
25 **Q. And in it they found that Alligator had**

Page 81

1 **Q. When we broke I was asking you about a**
2 **meeting in Hartsville. Did you attend a meeting in**
3 **Hartsville?**
4 A. Yes, as I said I did.
5 **Q. And who was there?**
6 A. My father and Rhett Kendall and we met
7 with a SLED agent.
8 **Q. And what was that meeting about?**
9 A. It was about the letter of Exhibit 1.
10 **Q. And did the SLED agent go over**
11 **everything that was in the letter with you?**
12 A. No. He didn't even have the letter as I
13 recall.
14 **Q. Did you --**
15 A. With him.
16 **Q. Did you carry one with you?**
17 A. I don't remember. Probably.
18 **Q. Did you provide him with any documents?**
19 A. I don't remember. I don't remember.
20 That would have been in, what, 2012? I remember a
21 lengthy meeting.
22 **Q. Did your father provide him with any**
23 **documents?**
24 A. I don't remember.
25 **Q. Did you meet with OIG, Office of**

Page 82

1 Inspector General?
2 A. I did.
3 **Q. When did you meet with them?**
4 A. Sometime during that same period when I
5 was over in -- that Summer of 2012.
6 **Q. And who was present at that meeting?**
7 A. Let me think. It was -- the fellow's
8 name -- it was a fellow from Atlanta. I believe his
9 name might have been Smith, I think.
10 **Q. And who was present for that meeting?**
11 A. It was myself and -- let me think. It's
12 Mr. Smith from Atlanta. I'm trying to remember
13 where we met because it wasn't in Florence. It was
14 in McBee and -- yeah, John Martin I think was also
15 there.
16 **Q. And what took place at that meeting?**
17 A. Well, I got a phone call -- because I
18 had been at USDA in Florence under our FOIA request
19 just a week or two or three earlier and I was told I
20 couldn't come back. There were a lot of documents.
21 I was told I had to complete it, like, that week. I
22 was there, like, on Monday and I was headed home and
23 so I had to come back up and finish. They said I
24 couldn't -- I could only have access to the
25 documents that week. So I made arrangements to come

Page 84

1 why Alligator would be operating a sewer system. So
2 I was looking in particular at -- at that potential
3 project.
4 **Q. And so you -- as a result of that you**
5 **got access to all of the records of Alligator Rural**
6 **Water Company for the sewer easement and the water**
7 **easement?**
8 A. That's right.
9 MR. LAY: Object to the form of the
10 question.
11 THE WITNESS: I think. I mean, I got --
12 I got access to documents of Alligator's projects.
13 BY MR. PARKER:
14 **Q. And did you make copies of some of those**
15 **records?**
16 A. I did.
17 **Q. What did you copy?**
18 A. I copied records relating to the most
19 current projects. There were, I think, two projects
20 he was doing at the time, one was Patrick Project
21 and -- Water Project and there was an application
22 for the sewer project.
23 **Q. And what was your interest in those**
24 **documents?**
25 A. I wanted to -- here, this organization,

Page 83

1 up on a Friday and they said that the reason I
2 couldn't -- because I wanted to schedule it for the
3 following week or a couple of weeks later and they
4 said they couldn't make them available to me then
5 because they had a regularly scheduled audit of
6 Alligator that was going to be beginning and they
7 had folks -- their auditors from Atlanta were
8 coming.
9 **Q. Now, when was that?**
10 A. That was in the Summer of 2012.
11 **Q. And where was this?**
12 A. In Florence at USDA office where I was
13 reviewing FOIA documents.
14 **Q. Did you make a FOIA request?**
15 A. We did.
16 **Q. And what did you ask for?**
17 A. I didn't do it. Our attorneys did it.
18 Rhett Kendall was representing us and his office, it
19 came from his office.
20 **Q. And he sent them a FOIA request and, as**
21 **a result, you were able to go over and look at what?**
22 A. Well, I was there again. I was being
23 sued about a sewer easement diagonally across 700
24 acres of property and I was -- I don't -- didn't
25 know what he would be operating a sewer system --

Page 85

1 Alligator, was using the State's eminent domain
2 powers to take land from my family. And I didn't
3 know that they had any actual sewer -- sewer project
4 ongoing that would necessitate them needing an
5 easement -- the sewer easement.
6 **Q. And you found they did have an ongoing**
7 **sewer project?**
8 A. No, I did not.
9 **Q. They did at some point in time.**
10 A. They had filed an application and they
11 were filing for three -- I believe it was -- their
12 intention was three different phases of a project --
13 of a sewer project, but it was held up at that time.
14 They had gotten preliminary authorization of it, but
15 it was being held up as I understood.
16 **Q. Why was it being held up?**
17 A. I think their engineer -- USDA engineers
18 had some questions about it.
19 **Q. Did you find out that they were awarded**
20 **some \$11.8 million in 2008 for sewer projects --**
21 **that Alligator Water was?**
22 A. What Mr. Hucks told me, and he was with
23 USDA there in Florence and I think his project
24 manager, what he told me was that funds had -- and
25 I don't know all the Federal terminology, but

Page 86

1 certain -- the first phase of the project, which may
2 have been 11 million, I don't know, a certain phase
3 had been tentatively approved but hadn't been
4 finally signed off on I think.
5 **Q. And that was what you were able to find**
6 **out, that the -- that they had not received final**
7 **approval for the money?**
8 A. I found that out, yes.
9 **Q. Did you know that as a result of your**
10 **complaints that OIG -- the ability of Alligator to**
11 **obtain financing was put on hold?**
12 A. I didn't have any ob --
13 MR. LAY: Object to the form of the
14 question.
15 THE WITNESS: I didn't have any
16 complaints to OIG. I was there just reviewing
17 documents.
18 BY MR. PARKER:
19 **Q. You didn't make any complaints to OIG?**
20 A. No. They asked me to come in and share
21 what I knew.
22 **Q. Do you know who did make complaints to**
23 **OIG?**
24 A. I was told it was a regular routine
25 audit.

Page 88

1 **didn't know what he had paid for it?**
2 A. I don't know what he paid for it.
3 **Q. And you don't know whether he did**
4 **anything inappropriate; is that correct?**
5 A. I -- I just know the facts that I saw
6 and what I've stated.
7 **Q. Do you realize -- I presume that the**
8 **things you've said against Mr. Odom about Mr. Odom**
9 **would damage his reputation if true?**
10 MR. MCCANTS: Object to the form.
11 MR. LAY: Object to the form.
12 BY MR. PARKER:
13 **Q. Go ahead.**
14 A. What I realize is that Mr. Odom's
15 reputation, whatever it is or was, was pretty well
16 established long before 2012 when I was -- had any
17 involvement.
18 **Q. What was Mr. Odom's reputation?**
19 A. You're talking to someone who's been
20 away from that town for 40 years plus.
21 **Q. Did you know Mr. Odom?**
22 A. No.
23 **Q. Had you ever met him before you started**
24 **this investigation?**
25 MR. LAY: Object to the form.

Page 87

1 **Q. Did you meet with Stuart Hucks?**
2 A. I did. That's who told me it was a
3 regular routine audit.
4 **Q. And where did you meet with him?**
5 A. In Florence at the USDA office.
6 **Q. Was that as a result of your FOIA**
7 **request?**
8 A. Exactly, yes.
9 **Q. You, in some of your testimony, talked**
10 **about Mr. Odom's purchase of property from Alligator**
11 **and I think you raised that as some area of concern?**
12 A. I spoke to that earlier, yeah.
13 **Q. And what was the concern?**
14 A. I think I answered that earlier.
15 **Q. If you would, just remind me of what you**
16 **said.**
17 MR. LAY: Object to the form.
18 BY MR. PARKER:
19 **Q. Go ahead.**
20 A. What I said earlier was that it caused
21 some concern that Mr. Odom exe -- signed a deed of
22 property over to himself.
23 **Q. And I think --**
24 A. Personally.
25 **Q. And we talked about this also, that you**

Page 89

1 THE WITNESS: I don't think I met him
2 until he sued me.
3 BY MR. PARKER:
4 **Q. You never met him?**
5 A. I don't think so.
6 **Q. All right.**
7 A. I don't think he knew I existed.
8 **Q. And, I mean, you're an attorney, you**
9 **know that condemnation lawsuits are not that**
10 **unusual, don't you?**
11 MR. LAY: Object to the form of the
12 question.
13 THE WITNESS: Condemnation cases from a
14 quasi public utility probably are more unusual.
15 BY MR. PARKER:
16 **Q. And that was your -- if that had been a**
17 **state agency then it would have suited you better?**
18 MR. LAY: Object to the form of the
19 question.
20 BY MR. PARKER:
21 **Q. Go ahead.**
22 A. If it had been a state agency I think
23 within the scope of their powers I believe they
24 typically are required to contact the homeowner or
25 the property owner before they file a lawsuit and

Page 90

1 attempt to work it out.

2 **Q. And you are saying in this case your dad**

3 **was not contacted?**

4 A. No.

5 **Q. No one was contacted prior to a lawsuit**

6 **being filed?**

7 A. Not in any formal fashion, no.

8 **Q. How about any informal fashion?**

9 A. Well, I don't know. You'd have to ask

10 him that question.

11 **Q. Did you meet with Mr. Odom about the**

12 **matter?**

13 A. I did after -- after the case was filed,

14 yes.

15 **Q. Where did you meet with him?**

16 A. Well, we met at the Town Hall in May of

17 2010. That was one meeting.

18 **Q. And what occurred during that meeting?**

19 A. That was -- let's see. I'm sure our

20 attorney was there as well and the engineer was

21 there. We were attempting to resolve any dispute --

22 the dispute.

23 **Q. Were you able to resolve any dispute?**

24 A. Well, like I told you earlier, very

25 quickly after the case was filed we said we won't

Page 92

1 A. I never knew that. I don't know.

2 **Q. You didn't know that?**

3 A. Not -- not at that point. There was

4 nothing like that that I'm aware of.

5 **Q. And you don't recall that after your**

6 **meeting is when -- suit was filed after the first**

7 **meeting that there was no agreement, that they then**

8 **filed suit with the condemnation?**

9 A. No, that's not correct I don't believe,

10 because I -- we could look. You can -- we can look

11 to see when the case was filed, but I know the date

12 that we met.

13 **Q. When was that?**

14 A. May 13, 2010.

15 **Q. And how do you happen to know that?**

16 A. It was my brother's birthday and I joked

17 about it, so that's what I remember, yes. And

18 something else happened at that meeting that I won't

19 forget.

20 **Q. All right. Go ahead and tell me.**

21 A. I will. Mr. Odom threatened me.

22 **Q. What did he threaten you with?**

23 A. He threatened me with the U.S. Treasury,

24 that the Federal Government has a lot of money to

25 sue little people like the Campolongs.

Page 91

1 object to a water line easement as long as it went

2 along the boundary of the property. And we actually

3 looked at -- at -- at plats along with the engineer

4 and were looking at different ways that Alligator

5 could lay the water lines. So that's what went on

6 in that meeting.

7 **Q. And there was an agreement reached about**

8 **it?**

9 A. Did it happen that day? I don't

10 remember. I know that we certainly began

11 substantial con -- conversations about it and I had

12 one other meeting with Mr. Odom after that.

13 **Q. And where was that?**

14 A. At his office.

15 **Q. And what was that about?**

16 A. Well, I thought that we were still

17 continuing those conversations and attempting to

18 locate exactly the line and -- and he -- and he

19 had -- the compensation for the easement. That's

20 what we were discussing.

21 **Q. And how much was compensation?**

22 A. I think he -- they offered -- they

23 offered something, like, 3,000 maybe, as much as

24 \$4,000 for a mile long easement.

25 **Q. They didn't offer 15,000?**

Page 93

1 **Q. And he was the Federal Government?**

2 A. That's all I know. That's what he told

3 me. Here we are ten years later, still dealing with

4 lawsuits from Mr. Odom, aren't we?

5 **Q. And -- lawsuits brought by Mr. Odom? Is**

6 **that what you said?**

7 A. I said Mr. Odom, Alligator, they're one

8 and the same in this room as far as I'm concerned.

9 **Q. And you filed -- your father has also**

10 **filed lawsuits?**

11 A. We've never --

12 MR. LAY: Object to the form.

13 THE WITNESS: -- filed any personal

14 lawsuits that I'm aware of. I think the Town has

15 maybe filed lawsuits.

16 BY MR. PARKER:

17 **Q. Well, they filed it on your father's**

18 **behalf; right?**

19 MR. LAY: Object to the form.

20 THE WITNESS: No, no, no, no. It's

21 filed on behalf of the town -- the people of the

22 town.

23 BY MR. PARKER:

24 **Q. At his urging?**

25 MR. LAY: Object to the form of the

Page 94

1 question.

2 THE WITNESS: You'll have to talk to the

3 Town's attorneys. I'm not involved in filing cases

4 for the town.

5 BY MR. PARKER:

6 **Q. You just investigate them?**

7 MR. LAY: Object to the form.

8 MR. MCCANTS: Object to the form.

9 THE WITNESS: No. I help my dad. He's

10 up in age and he doesn't type.

11 BY MR. PARKER:

12 **Q. So you do all his typing?**

13 A. No, not all. No, not at all. I don't

14 live there, I occasionally -- if I'm there -- I was

15 there a lot between the years of 2010 and 2014

16 because I was being sued and I was attempting to

17 keep the legal fees down and assist in the case as

18 much as I could by reviewing documents.

19 **Q. You're -- a condemnation and the**

20 **exercise of the rights of eminent domain -- the way**

21 **you do it is through filing legal papers; correct?**

22 A. That's -- okay. You're telling me that.

23 **Q. Isn't that correct? You're an**

24 **attorney --**

25 A. That's part of the process. That's part

Page 96

1 **Q. You -- it sounded like to me that you**

2 **became upset with him over the condemnation of the**

3 **property that you had an interest in that belonged**

4 **to your father. Is that a fair statement?**

5 A. No. The fair statement is that I think

6 that over -- ever since my father has been involved

7 in representing the Town in any fashion, whether

8 it's Council or Mayor, if he looks into things I

9 think that Mr. Odom has had objections to that.

10 **Q. Objections to what?**

11 A. To my father -- my father's political

12 positions.

13 **Q. In particular what do you think Mr. Odom**

14 **has objected to specifically?**

15 A. Well, I know that a lot of townspeople

16 and my father didn't want us -- did not want the

17 Town of McBee to become a regional sewage dump.

18 **Q. A regional sewage dump? What do you**

19 **mean by that?**

20 A. I know that the people -- a number of

21 the people in McBee and Council and the Mayor did

22 not want to see a large sewer project. They didn't

23 want to see sewage trucked in from outside the area

24 being processed in their town.

25 **Q. There were plans to truck in sewage by**

Page 95

1 of the process, yeah.

2 **Q. That's how you --**

3 A. As I understand.

4 **Q. That's how you exercise or apply the**

5 **law; isn't that correct?**

6 MR. LAY: Object to the form of the

7 question.

8 THE WITNESS: Again, I'm not an expert

9 in condemnation law, but my rec -- my understanding

10 is that you first are required to have some meetings

11 and attempt to resolve it before you sue a property

12 owner.

13 BY MR. PARKER:

14 **Q. Now, it seems like to me from being here**

15 **today that you have some animosity towards Mr. Odom.**

16 MR. LAY: Object to the form of the

17 question.

18 BY MR. PARKER:

19 **Q. Is that correct?**

20 A. No, I don't know about that.

21 **Q. Well, I mean, you know whether you do or**

22 **don't. Do you?**

23 A. No. I wish him well. I just -- so long

24 as he's doing things for the benefit of his

25 customers.

Page 97

1 **someone?**

2 A. Look at Mr. Odom's PER at USDA.

3 **Q. His PR? What is that?**

4 A. PER is, I believe, professional -- I

5 don't know. You ought to ask USDA for their

6 terminology, but it's an application for a sewer --

7 regional sewage treatment plant.

8 **Q. And how is the sewage in McBee handled**

9 **now?**

10 A. I think septic tanks.

11 **Q. And --**

12 A. I don't know. I mean, again, I don't

13 live there. Ask someone from there.

14 **Q. So you had some objection and your**

15 **father did to McBee having town sewage?**

16 A. No. I think there is some town sewage

17 for the commercial and the school maybe. I'm not --

18 I don't know. Again...

19 **Q. Y'all had objections to the citizens**

20 **having sewage at their homes?**

21 A. No.

22 MR. LAY: Object to the form.

23 THE WITNESS: Of course not.

24 BY MR. PARKER:

25 **Q. What were you objecting to, or what were**

Page 98

1 **the objections?**
2 A. I don't know all of them. You know,
3 you'll have to go back and ask the people who were
4 involved in making those objections.
5 **Q. Were you part of voicing those**
6 **objections?**
7 A. No, I wasn't around. I had nothing --
8 that was going on in '06, I think.
9 **Q. You didn't know anything about it?**
10 A. I knew -- I knew that folks had opposed
11 it before DHEC, I knew that had happened because
12 Mr. Odom filed an ethics complaint against my father
13 for having appeared in opposition to -- making a
14 statement in opposition to the project at DHEC. I
15 think.
16 **Q. Filed an ethics complaint with whom?**
17 A. State Ethics Commission. It was thrown
18 out.
19 **Q. It was what?**
20 A. It was thrown out.
21 **Q. In other words, Mr. Odom filed when your**
22 **father was mayor?**
23 A. I think he was on Council at the time.
24 My dad was mayor -- excuse me, on Council from '06
25 to '08, and from '08 to current he's been mayor.

Page 100

1 **Q. Well, I'm just trying -- I don't see any**
2 **ethical issue with that.**
3 A. I don't either, thank you. Yes, I don't
4 either. I don't see -- that's why the Ethics
5 Commission threw it out. I assume.
6 **Q. Has your father used waste -- had waste**
7 **hauled in for anything?**
8 A. I have no idea. I don't know. I don't
9 know what -- what are you talking about? I don't
10 know.
11 **Q. Just asking a question.**
12 A. No.
13 **Q. You don't know of anything?**
14 A. I don't. That would be very strange.
15 **Q. You don't know of him using waste on a**
16 **farm -- on his farm?**
17 A. I don't. A farm -- he doesn't farm. He
18 has farm land.
19 **Q. People -- he rents it? What does he do?**
20 A. He rents it.
21 **Q. Do you know whether they haul waste in**
22 **for that?**
23 A. I don't know.
24 **Q. You don't know? Do you know Jerri**
25 **Hoffman?**

Page 99

1 **Q. In '06, or thereafter, Mr. Odom filed an**
2 **ethics complaint against your father?**
3 A. He or someone he directed to. He or one
4 of his Board mem -- Alligators, Board members or
5 employees, I don't know.
6 **Q. And what was the complaint?**
7 A. I didn't file it. I wasn't involved. I
8 just know that he was -- there were -- he objected
9 to anyone appearing at the DHEC hearing in
10 opposition to his project.
11 **Q. And who did he voice these objections**
12 **to?**
13 A. Again, he filed an Ethics Commission --
14 a State Ethics Commission complaint.
15 **Q. Against your father?**
16 A. Yes.
17 **Q. And about what?**
18 A. For my father going -- being at the
19 DHEC -- I think it was DHEC panel or court -- I
20 don't know -- DHEC hearing, voicing objection to the
21 sewage project.
22 **Q. And what was the ethics complaint about?**
23 A. That's the same thing I just stated and,
24 again, I wasn't involved. That's all I know about
25 it.

Page 101

1 A. Jerri Hoffman.
2 **Q. J-E-R-R-I Hoffman.**
3 A. I think she went to our church. I think
4 she's related to some folks that went to our church,
5 but I don't know her.
6 **Q. You don't remember having any**
7 **conversations with her?**
8 A. Ever in my life?
9 **Q. About Mr. Odom.**
10 A. I don't remember. I don't -- I mean, I
11 haven't seen her. If it's who I'm thinking of, I
12 haven't seen her in 30 years that I'm aware of.
13 **Q. Now, you had testified earlier about**
14 **having conversations with Blanche Gardner.**
15 A. I did.
16 **Q. And what kind conversations did you have**
17 **with her?**
18 A. Honestly, seven years ago I don't know.
19 I mean, I know I spoke with her once or twice.
20 Trying to find the records, Town records.
21 **Q. Was she involved with you in trying to**
22 **dig up the records concerning Mr. Odom?**
23 MR. LAY: Object to the form.
24 MR. MCCANTS: Object to the form.
25 THE WITNESS: I was never trying to dig

Page 102

1 up records concerning Mr. Odom. I was trying to
2 determine what happened to substantial savings that
3 was at the Town when he became mayor and that were
4 no longer there when he left.
5 BY MR. PARKER:
6 **Q. You don't remember conversations with**
7 **Ms. Gardner?**
8 A. I remember having one or two
9 conversations with Ms. Gardner.
10 **Q. And what did you ask her to do?**
11 A. Nothing. I was just asking her for
12 information as to whether -- where we could find
13 documents.
14 **Q. What, in particular, did you ask her?**
15 A. We were looking for the Town minutes,
16 stated that Mr. Odom -- soon after he became mayor
17 was talking about putting the savings -- there was a
18 lot of savings, let's put it in the CDs. So I was
19 looking for records of the CDs.
20 **Q. Did you know there were CDs?**
21 A. The Town minutes reflected that over the
22 course of several months that CDs had been
23 purchased.
24 **Q. You thought something was wrong with**
25 **that?**

Page 104

1 people -- no, from townspeople. And they were --
2 there were concerns from -- there were concerns from
3 the Town clerks that records were missing.
4 BY MR. PARKER:
5 **Q. Who made those complaints?**
6 A. Well, there were records. We were
7 concerned, we looked and couldn't find them.
8 **Q. Who were the Town clerks?**
9 A. The same two people that I mentioned the
10 first 15 minutes of the deposition.
11 **Q. Blanche Gardner and who else?**
12 A. And Terri King. But Terri was not there
13 at the time, Blanche was. And there were -- you
14 know, there were allegations of -- that records had
15 been destroyed and burned --
16 **Q. Who made those?**
17 A. I don't know. I was just told. I was
18 just told that when I went to look. There were
19 various people in the town were telling Town Council
20 that records had been destroyed and possibly burned.
21 **Q. You don't know who told you that?**
22 A. All my information came from probably
23 one of three sources -- my father, the mayor,
24 Blanche Gardner and Terri King who, you know, helped
25 me try to piece together those documents.

Page 103

1 A. Not at all. I thought that would be
2 great. I was hoping they were still there.
3 **Q. And you didn't think there were any --**
4 **there was money in CDs?**
5 A. I'm sorry. What's the question?
6 **Q. Did you find that there were CDs**
7 **purchased?**
8 A. There were some CDs purchased, yes.
9 **Q. Did you find something wrong with that?**
10 A. With the purchase of the CDs?
11 **Q. Yeah.**
12 A. No.
13 **Q. In fact, it was good business, wasn't**
14 **it?**
15 A. I have no problem with them purchasing
16 CDs.
17 **Q. But you still contend here today that**
18 **somehow Mr. Odom has made off with \$300,000?**
19 MR. LAY: Objection to the form.
20 MR. MCCANTS: Objection to the form.
21 THE WITNESS: No. What I'm -- no. What
22 I'm saying is there were -- those funds in the bank
23 for the Town when he became mayor, there were a lot
24 of complaints received by the Town concerning what
25 happened to those funds. They weren't -- from

Page 105

1 **Q. And was Gardner fired by the Town of**
2 **McBee?**
3 A. I don't know. That was before my time.
4 **Q. You don't remember?**
5 A. I know she wasn't working for the Town
6 when I talked to her.
7 **Q. Where was she working?**
8 A. Where does she work? I think a
9 furniture store maybe in Florence, I'm not sure.
10 **Q. And what did she tell you when you**
11 **contacted her about missing money?**
12 A. She --
13 MR. LAY: Object to the form.
14 THE WITNESS: The same thing I've been
15 saying, that she had concerns about what was -- of
16 the CDs that were purchased were being cashed and
17 then there was no trail as to what the funds were
18 used for after they were cashed. They were on a
19 regular basis cashed every so often.
20 BY MR. PARKER:
21 **Q. And was she contending that somehow this**
22 **money had been misappropriated?**
23 A. She was -- had concerns.
24 **Q. I assume that means she was contending**
25 **that it had been misappropriated?**

Page 106

1 A. Well, no. She had concerns about what
2 happened to it because she had been told by
3 Mr. Edwards that his intention was to use every
4 penny out of the account before he left office.
5 **Q. Are you aware that the CDs were cashed**
6 **in by Ms. Gardner?**
7 A. I don't know.
8 **Q. You don't know who did it on --**
9 A. No. I heard other -- there were other
10 rumors of people who had seen Will Edwards in and
11 out of the bank getting -- cashing CDs.
12 **Q. Was all of this after Mr. Odom was no**
13 **longer mayor?**
14 A. I don't know. I do not know when it
15 happened. I'm assuming it happened somewhere
16 between the 2000 and 2005 contract.
17 **Q. When did you talk with Ms. Gardner?**
18 A. Back in 2012. About -- you know...
19 **Q. Back when you were writing this letter**
20 **to SLED?**
21 A. As far as I recall I would think so.
22 **Q. And what do you know about Mr. Edwards?**
23 MR. LAY: Object to the form.
24 THE WITNESS: I don't know.
25 BY MR. PARKER:

Page 108

1 A. For someone's fine -- in the memo it
2 said it was for someone's fine.
3 **Q. Right. And it was deposited in the**
4 **magistrate court bank account?**
5 A. I don't know that. It said it was
6 deposited -- it was a personal account is what it
7 appeared to be.
8 **Q. Didn't you learn that SLED had**
9 **investigated and found it was deposited in the**
10 **magistrate's account as it was supposed to be?**
11 A. I was never given that information.
12 **Q. And you made accusations that Mr. Odom**
13 **had, in fact, embezzled this money?**
14 A. No.
15 MR. LAY: Object to form.
16 THE WITNESS: No. I asked that it be
17 looked into.
18 BY MR. PARKER:
19 **Q. If he didn't embezzle it why did it need**
20 **to be looked into?**
21 MR. LAY: Object to the form of the
22 question.
23 THE WITNESS: A town person came to the
24 town, brought this check and said -- and she was
25 very upset because she believed it had been used to

Page 107

1 **Q. Do you know Mr. Edwards?**
2 A. I do not know him.
3 **Q. Do you think he's done anything**
4 **incorrect?**
5 A. I don't know. Maybe.
6 **Q. Well, you seem to have relied on rumors**
7 **that you've heard in McBee; is that...**
8 A. No, it's not --
9 **Q. Correct?**
10 MR. LAY: Object to the form.
11 THE WITNESS: No, it's not rumors I've
12 heard in McBee because I'm not in McBee to hear
13 rumors.
14 BY MR. PARKER:
15 **Q. I'm talking in your letter, Exhibit 1.**
16 **You mentioned that.**
17 A. Only as it related to the actual
18 evidence of the \$2,000 check as I mentioned.
19 **Q. And tell me about the \$2,000 check.**
20 A. It was --
21 MR. LAY: Objection, asked.
22 THE WITNESS: You have that check and it
23 was a \$2,000 check written to Glenn Odom.
24 BY MR. PARKER:
25 **Q. And what else was --**

Page 109

1 take care of a fine. And there was still a record,
2 apparently, and according to what she told the Town
3 it was not -- had not been -- you know, the record
4 was supposed to have been taken care of with the
5 check.
6 BY MR. PARKER:
7 **Q. Who did she tell that to?**
8 A. I don't know. I got my information from
9 my father who showed me -- gave me a copy of the
10 check.
11 **Q. And what did your father tell you?**
12 A. Exactly what I just told you. This
13 person came to see -- this person provided this and
14 has -- and is upset because it doesn't appear that
15 the check was used to pay a fine. I mean, his --
16 his charges were still there or something -- I don't
17 know. I don't do criminal law, you tell me. What
18 does it mean? I don't know.
19 **Q. I have no knowledge.**
20 A. I know if I'm a judge and a check comes
21 to me made out personally, it doesn't look right.
22 **Q. Well, you wouldn't deposit that in the**
23 **magistrate's account if it came to you?**
24 A. Well, tell -- I would, but -- in the
25 magistrate's account, but it didn't appear to be --

Page 110

1 it appeared to be deposited into a personal account.
2 **Q. But you found out that it was, in**
3 **fact --**
4 A. You know --
5 **Q. -- deposited; correct?**
6 A. No, I don't know. All I know is that
7 sometime within the last six months I saw something
8 from -- in these documents that indicated that
9 could -- might be the case.
10 **Q. You received the SLED documents;**
11 **correct?**
12 A. Well, my father did and, again, I might
13 pull them off the computer for him and give them to
14 him.
15 **Q. And you've looked at them?**
16 A. Months ago I glanced. I didn't -- I saw
17 that they came, I haven't reviewed -- I haven't read
18 them in any detail.
19 **Q. Well, let me ask you. Do you contend**
20 **today that Mr. Glenn Odom has done anything immoral**
21 **or unethical or illegal?**
22 MR. MCCANTS: Objection to the form.
23 MR. LAY: Objection to the form.
24 THE WITNESS: It's not for me to say.
25 BY MR. PARKER:

Page 112

1 that didn't exist.
2 BY MR. PARKER:
3 **Q. Again, do you contend that Mr. Odom has**
4 **done anything illegal, immoral or unethical? If so,**
5 **please identify those things.**
6 MR. LAY: Objection to the form --
7 MR. MCCANTS: Objection to the form.
8 MR. LAY: Also asked and answered.
9 THE WITNESS: I've answered the
10 question. I don't know what you're -- you know,
11 I'm -- I'm not contending anything. I'm here just
12 stating facts that I found through reviewing
13 documents.
14 BY MR. PARKER:
15 **Q. Did you find any documents or any**
16 **evidence that Mr. Glenn Odom had done anything**
17 **immoral, unethical or illegal?**
18 MR. LAY: Objection to the form.
19 MR. MCCANTS: Objection to the form.
20 THE WITNESS: Again, the -- as I stated
21 before, his sewer application was based upon things
22 that did not exist at the time.
23 BY MR. PARKER:
24 **Q. What things?**
25 A. It's been a long time. I think he said

Page 111

1 **Q. I'm asking you if you contend that.**
2 MR. LAY: Like is it her opinion? Is
3 that what you're asking?
4 MR. PARKER: Just what I meant.
5 MR. LAY: Okay. I'm not aware of her
6 filing.
7 THE COURT REPORTER: I didn't hear,
8 Mr. Lay. I'm sorry.
9 MR. LAY: I said I wasn't aware she had
10 filed a complaint. That's all.
11 BY MR. PARKER:
12 **Q. Do you contend Mr. Glenn Odom has done**
13 **anything unethical, immoral or illegal?**
14 MR. MCCANTS: Objection to the form.
15 MR. LAY: Yeah, objection to the form.
16 THE WITNESS: That is for others to
17 decide, not me.
18 BY MR. PARKER:
19 **Q. I'm asking if you do. You know what you**
20 **contend.**
21 A. I know that --
22 MR. LAY: Objection to the form.
23 THE WITNESS: As I stated before, there
24 are a lot of things that look irregular. The
25 application he filed at USDA was based on things

Page 113

1 there was going to be some kind of big residential
2 development at the lake, at Lake Robinson, that was
3 actually in bankruptcy at the time that the
4 application was filed. That's something I remember.
5 **Q. That he had said in the application he**
6 **anticipated there would be some development?**
7 A. That's right.
8 **Q. And it turned out it wasn't?**
9 A. That's right.
10 **Q. And so you think he knowingly stated**
11 **that in his application?**
12 A. I believe that the date of the
13 application was after the bankruptcy of that
14 proposed development.
15 **Q. And you think that he wrongly did this?**
16 A. I don't know what he did.
17 MR. PARKER: Let's take a break for just
18 a minute and finish up.
19 (A recess transpired.)
20 BY MR. PARKER:
21 **Q. Now, we had -- you testified earlier**
22 **about Mr. Odom making some threat against you; is**
23 **that correct?**
24 A. I guess it was against my family as much
25 as me, yeah.

Page 114

1 **Q. Tell me about it in a little more**
2 **detail.**
3 A. That was all. It's one statement
4 that -- I can fight it all I want but the fact is
5 that the U.S. Government has a whole lot more money
6 in legal -- to -- for legal fees or for lawsuits
7 than the Campolong family.
8 **Q. This was talking about the condemnation?**
9 A. We were meeting on the condemnation.
10 **Q. It was before the condemnation?**
11 A. Now, I don't know the date. See, I
12 recall -- I thought that condemnation was filed in
13 early 2010. This meeting was after the case had
14 been filed and it was in May of 2010.
15 **Q. And you took that as a threat?**
16 A. I did.
17 **Q. Okay. Now, how many times have you met**
18 **with Mr. Martin about Mr. Odom or Alligator?**
19 A. How many times? Two or three, maybe.
20 Not many.
21 **Q. And where did you meet him?**
22 A. The first time I met him was after I got
23 back from USDA and my FOIA review. At that point we
24 had been two years into our lawsuit with Mr. Odom
25 and Alligator on the condemnation case. And

Page 116

1 and I believe that Mr. Martin's company had been
2 sued by that point and so I just wanted him to be
3 aware of that -- we had been under suit. Everyone
4 was surprised because we don't go out and talk
5 about, you know, personal business.
6 BY MR. PARKER:
7 **Q. You were looking for an ally in**
8 **Mr. Martin?**
9 A. No. I was looking to be an ally to
10 Mr. Martin.
11 **Q. And what were you going to help him**
12 **with?**
13 A. I wanted him to know that we had also
14 been under the lawsuit and -- and that was all,
15 really.
16 **Q. You wanted him to know that Alligator**
17 **was trying to get a water line across your property**
18 **and potentially a sewage line; is that correct? Is**
19 **that what you wanted him to know?**
20 A. Yes.
21 **Q. And what was significant about that**
22 **insofar as Mr. Martin is concerned --**
23 MR. LAY: Let me pause for a second.
24 And the reason I brought up the date is because
25 there is potential privilege issues that could

Page 115

1 there -- and I believe it was after or right around
2 the time that Alligator sued Mr. Martin's company.
3 And that -- I came back from Florence
4 and the fact is that my father -- we had been under
5 this lawsuit for two years and no one in town knew
6 because we don't go out and talk about it. Two
7 years we've been going on with this lawsuit. I went
8 to Florence and I said to my father, you know, other
9 people in the town ought to understand what's
10 happening and I wanted to speak with John to let him
11 know. And he might have been -- he might have been
12 sued at that point. I don't know if -- if you can
13 just check the date to see when this lawsuit --
14 MR. LAY: 2011 is when that was.
15 THE WITNESS: Was what?
16 MR. LAY: 2011.
17 MR. PARKER: John, I don't think you're
18 under oath and the attorneys don't get to aid the
19 witness unfortunately. I'm not -- it's fine if
20 that's when it is.
21 THE WITNESS: Whenever it was it was. I
22 think that my meeting -- first meeting with John
23 Martin -- I know it was two years after I had
24 been -- my family had been subject to this lawsuit,
25 my father had been subject to the ethics complaints,

Page 117

1 attach because I was representing John Martin in
2 that so-called lawsuit and I need to explore with
3 you the date. I need to find out the date because
4 there is a point where me and Rhett Kendall were
5 involved in trying to -- there could be a --
6 MR. PARKER: I haven't asked anything
7 about -- anything involving you.
8 MR. LAY: You asked her about
9 communications with John Martin that could be
10 privileged and I need to ask her about it.
11 MR. PARKER: Her communication with John
12 Martin can't be privileged.
13 MR. LAY: Absolutely they can if I'm in
14 the room with Rhett Kendall --
15 MR. PARKER: If she says that --
16 MR. LAY: -- and it's a common interest
17 agreement --
18 MR. PARKER: If she says that then we'll
19 delve into it, but you don't --
20 MR. LAY: But I can absolutely assert it
21 and I will assert it.
22 MR. PARKER: You can't assert it --
23 MR. LAY: If you have a problem with it,
24 that's fine.
25 MR. PARKER: There's no -- there's been

Page 118

1 nothing that would invoke any privilege.
2 MR. LAY: You have asked for --
3 MR. PARKER: No, you don't get to --
4 wait a minute, now. We're going to do this
5 correctly. You don't get to make speaking
6 objections.
7 MR. LAY: If there's a privilege I'm
8 going to assert it --
9 MR. PARKER: You can assert the
10 privilege --
11 MR. LAY: -- and I want to ask her about
12 it.
13 MR. PARKER: -- but you don't get to
14 make speaking objections.
15 MR. LAY: You just told me I cannot --
16 MR. PARKER: And I'm going -- I'm
17 going -- I am going to take appropriate action about
18 it if it continues.
19 MR. LAY: That's fine. Ask the question
20 and if it's privileged I'm going to object.
21 BY MR. PARKER:
22 **Q. The question is, did you have**
23 **discussions with John Martin and you said two or**
24 **three as I recall; is that correct?**
25 A. Maybe two or three times in all these

Page 120

1 **Q. And Mr. Odom has been harassing your**
2 **father and family in what way?**
3 A. By filing that -- a lawsuit for a sewer
4 easement diagonally across 700 acres of land when he
5 didn't even have approval for a sewer project.
6 **Q. And so did you tell that to Mr. Martin?**
7 A. I did.
8 **Q. And did y'all agree to aid each other in**
9 **y'all's attempts to keep your property -- your**
10 **property from being condemned?**
11 A. No. John Martin had nothing to do with
12 the condemnation action. I just advised him of it.
13 **Q. What was Mr. Martin sued about?**
14 A. I don't know. I had no involvement with
15 it.
16 **Q. I assume you knew he was sued?**
17 A. I knew he was sued and I knew he was --
18 the Court threw out the case against him and his
19 company.
20 **Q. And you don't know what he was sued**
21 **about?**
22 A. Something about water, I imagine. I
23 don't know. No, I haven't --
24 **Q. You don't know it was about polluting**
25 **water or was it about polluting water?**

Page 119

1 years, yes, that's correct.
2 **Q. And I believe you said that you found**
3 **out he had been sued so, therefore, you talked to**
4 **him; is that correct?**
5 A. I had found out that -- yeah, he and
6 others had been sued.
7 **Q. Right. And so with that where did you**
8 **meet with Mr. Martin?**
9 A. I went to his office. I called him and
10 went to his office.
11 **Q. All right. Was Mr. Lay present?**
12 A. No.
13 **Q. Was any -- who was present?**
14 A. Just the two of us.
15 **Q. And what did you discuss?**
16 A. I just told him you might not be aware
17 but I'm also -- we -- my family is also a defendant
18 in an action brought by Alligator.
19 **Q. And?**
20 A. That was it.
21 **Q. Why did you want to tell him that?**
22 A. Why did I want to tell him that? I felt
23 that Mr. Odom has been harassing my father and
24 family for years and I wanted John to know that he's
25 not alone.

Page 121

1 A. May -- it may have been. That may have
2 been and, again, it was thrown out as I understood.
3 **Q. And so you wanted him to know that your**
4 **father had been subject of this condemnation case**
5 **also; is that correct?**
6 A. I told him.
7 **Q. Why did you want him to know that?**
8 A. He had been a friend since growing up
9 and I heard that he was being sued.
10 **Q. All right. What else? When else have**
11 **you met with Mr. Martin? You said you met two or**
12 **three times.**
13 A. I met with him when OIG called and I
14 came to McBee, and OIG and Mr. Martin and I were
15 there.
16 **Q. Did you ask Mr. Martin to attend this**
17 **meeting?**
18 A. No.
19 **Q. How was he contacted to be there?**
20 A. We used his office.
21 **Q. Why did you do that?**
22 A. It was convenient and it was -- it was
23 just convenient and it was very close, within a few
24 blocks, of my parents' home.
25 **Q. And you called him and asked him could**

Page 122

1 **you use his office?**
2 A. I don't remember. It was seven years
3 ago.
4 **Q. I'm just wondering how OIG and your**
5 **dispute with Mr. Odom got Mr. Martin involved in**
6 **this.**
7 A. Well, because I told you after I went to
8 USDA in Florence, reviewed documents, received
9 copies of documents, sometime during that period of
10 time is when I -- you know, had also heard that
11 Mr. Martin's company had been sued. And I, you
12 know, advised him that we had been sued and that I
13 had just reviewed documents at OI -- at USDA in
14 Florence.
15 **Q. Why did you want him to know that?**
16 A. I wanted him to know that I had those
17 documents.
18 **Q. Why did you want him to know you had**
19 **documents?**
20 A. Well, I think I had told him that I felt
21 that there was a question as to whether things that
22 were stated in those documents were accurate.
23 **Q. What did --**
24 A. So I was -- huh?
25 **Q. Excuse me. You can go ahead.**

Page 124

1 to see him for a few minutes. Went over, stated
2 exactly that and I said, let's call John T.
3 And we called John T. and we didn't
4 discuss anything until we had John T. on the phone.
5 We talked to him about that -- the fact that we were
6 both potentially going to be deposed and that was
7 it. Just the fact of that, and I haven't spoken
8 with him since.
9 **Q. Why did you call Mr. Lay?**
10 A. Because I -- you know, because I wanted
11 him to be here with me during the deposition.
12 **Q. And Mr. Lay -- is he representing you?**
13 A. Yes, he -- yes, sir.
14 **Q. You paid him for representation?**
15 A. I have a representation agreement with
16 him, yes.
17 **Q. Who else is Mr. Lay representing that**
18 **you know of?**
19 A. I don't know.
20 **Q. In this case.**
21 MR. LAY: You want a list of my clients?
22 THE WITNESS: He would like that.
23 BY MR. PARKER:
24 **Q. Only this case.**
25 A. He's representing the Town -- wait,

Page 123

1 A. That was it.
2 **Q. What did you tell him that you thought**
3 **was stated in those documents that wasn't correct?**
4 A. Gosh. Well, I think I may have asked
5 him -- I don't know. I don't know. I'd just be
6 guessing if I were to answer that, it would be a
7 total guess. I don't recall.
8 I recall there were -- you know, I had
9 questions about the basis upon which the application
10 for a sewer project was made, as I stated earlier to
11 you.
12 **Q. When did you next meet with Mr. Martin?**
13 A. Specifically discussing anything related
14 to Mr. Odom or just in general?
15 **Q. Or Alligator.**
16 A. Huh?
17 **Q. Or Alligator.**
18 A. Or Alligator. The only other time would
19 have been I think about -- I was in McBee -- golly,
20 a couple of months ago, maybe, and went to -- and
21 received information that I thought I might be a
22 subject of a deposition and that he may be as well
23 and -- mm-hmm.
24 **Q. Go ahead.**
25 A. And I called him and -- to -- and asked

Page 125

1 no -- wait a minute. We're not here -- which case
2 are you talking about? This condemnation case --
3 **Q. The one we're here for testimony about.**
4 A. This alleged defamation? Is that what
5 this is? I haven't seen it. I haven't seen any
6 defamation. Who else -- I think he's representing
7 Mr. Martin, too, myself and Mr. Martin.
8 **Q. Do y'all have some kind of joint**
9 **agreement?**
10 A. There is.
11 **Q. Where did that come from?**
12 A. Mr. Lay.
13 **Q. And it's a joint representation**
14 **agreement?**
15 A. It sounds right.
16 **Q. Any other times you've met with**
17 **Mr. Martin other than those that you've just told me**
18 **about?**
19 A. No, that was all concerning -- that's
20 all I recall.
21 **Q. What did Mr. Martin -- what has he told**
22 **you about Mr. Odom outside of any conversations with**
23 **Mr. Lay?**
24 A. I really don't discuss this issue with
25 people. It's just not the thing I -- I do.

Page 126

1 Q. I'm not talking about with people, I'm
2 talking about with Mr. Martin. What have you
3 discussed about Mr. Odom with Mr. Martin?
4 A. I don't -- I don't sit down. We -- you
5 know, I'm just not the kind of person that sits down
6 and gossips, if that's what you're asking.
7 Q. I'm not asking that. It's a simple
8 question. What have you talked with Mr. Martin
9 about that concerned Mr. Odom?
10 A. I told him about the condemnation case.
11 Q. All right.
12 A. That was the first person in McBee to
13 know two years after -- two and a half years after
14 the case had been filed.
15 Q. All right. What else?
16 A. That's most all of it.
17 Q. What else?
18 A. What else have I talked to him about? I
19 know that John Martin attempted to run for the Board
20 and -- of Alligator and various roadblocks were
21 placed. I think he had -- was involved in a lawsuit
22 with Alligator concerning that.
23 Q. Concerning what?
24 A. Concerning his running -- his ability as
25 a member of the quasi public utility to run for the

Page 127

1 Board of that utility.

2 **Q. You had conversations with him about**

3 **that?**

4 A. Not extensively. Just the fact of that.

5 **Q. Anything else you remember that you**

6 **discussed with Mr. Martin?**

7 A. Yeah. I wanted him to run for mayor,

8 so...

9 **Q. Anything else?**

10 A. I don't remember anything else. It's

11 been a number of years.

12 MR. PARKER: I don't have any further

13 questions.

14 MR. MCLEOD: I don't have any questions

15 but just, for the record, on behalf of the people I

16 represent I would just join any objections that were

17 made to the form of questions and whatnot. I don't

18 have anything else.

19 MR. LAY: I think that's it.

20 (The witness, after having been advised

21 of her right to read and sign this transcript, does

22 not waive that right.)

23 (The deposition was concluded at 1:23

24 p.m.)

25

Page 128

1 SIGNATURE OF DEPONENT

2 DEPONENT: PATRICIA WISE

DEPOSITION DATE: September 23, 2019

3 REPORTER: LORI S. MORTGE

AWR JOB #: 30027LSM

4 CASE CAPTION: GLENN ODOM vs. JOHN CAMPOLONG, ET AL.

5 (Please return both Signature of Deponent pages)

6 I, the undersigned, PATRICIA L. WISE, do

hereby certify that I have read the foregoing

7 deposition and find it to be a true and accurate

transcription of my testimony, with the following

8 corrections, if any:

9 PAGE	LINE	CHANGE	REASON
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Page 129

1 SIGNATURE OF DEPONENT (CONTINUED)

2 DEPOSITION DATE: September 23, 2019

3 REPORTER: LORI S. MORTGE

4 AWR JOB#: 30027LSM

5 CASE CAPTION: GLENN ODOM vs. JOHN CAMPOLONG, ET AL.

6

7

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10

PAGE	LINE	CHANGE	REASON
		PATRICIA WISE	Date

11

12 I, Lori S. Mortgage, Notary Public for the

13 State of South Carolina at Large, do hereby certify

14 that the deponent was advised of his or her right

15 to read and sign said deposition both verbally and

16 in writing. If the deponent fails to execute and

17 return foregoing Signature of Deponent pages within

18 the thirty (30) days allowed pursuant to the Rules

19 of Civil Procedure, the original transcript may be

20 filed with the court.

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		Page 130
1	CERTIFICATE OF REPORTER	
2	I, Lori S. Mortge, Certified Court	
3	Reporter and Notary Public for the State of South	
4	Carolina at Large, do hereby certify that the	
5	foregoing transcript is a true, accurate, and	
6	complete record.	
7	I further certify that I am neither	
8	related to nor counsel for any party to the cause	
9	pending or interested in the events thereof.	
10	Witness my hand, I have hereunto affixed	
11	my official seal this 7th day of October, 2019 at	
12	West Columbia, Lexington County, South Carolina.	
13		
14		
15		
16		
17	<i>Lori S. Mortge, CCR</i>	
18		
19	Lori S. Mortge	
20	Certified Court	
21	Reporter, CCR	
22	My Commission expires	
23	December 13, 2026	
24		
25		

		Page 132
1	PLF. EXH. 3, Affidavit of John	61 6
2	Campolong, Mayor of Town of	
3	McBee, dated March 24, 2016	
4	PLF. EXH. 4, Advertisement for	62 9
5	Re-Elect Mayor John Campolong	
6	PLF. EXH. 5, Document	71 21
7	Entitled, Facts About	
8	Alligator Rural Water and	
9	Sewer	
10	PLF. EXH. 6, Document	72 10
11	Entitled, Alligator Rural	
12	Water and Sewer - Private	
13	Company	
14	PLF. EXH. 7, Document	72 18
15	Entitled, Facts About	
16	Alligator Rural Water and	
17	Sewer	
18		
19		
20		
21		
22		
23		
24		
25		
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		Page 131
1	I N D E X	
2		
3		Page Line
4	PATRICIA L. WISE	4 2
5	EXAMINATION	4 4
6	BY MR. PARKER	
7	SIGNATURE OF DEPONENT	128 1
8	CERTIFICATE OF REPORTER	130 1
9		
10		
11	REQUESTED INFORMATION INDEX	
12		
13	(No Information Requested)	
14		
15		
16	E X H I B I T S	
17		Page Line
18		
19	PLF. EXH. 1, Letter to W.	14 12
20	Allen Myrick, Jr. from John B.	
21	Campolong, et al., dated July	
22	9, 2012	
23	PLF. EXH. 2, Privilege Log for	57 24
24	the Defendant John Campolong,	
25	dated October 1, 2018	
A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO		

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHESTERFIELD

GLENN C. ODOM,

Plaintiff,

vs.

CASE NO. 2018-CP-13-275

JOHN CAMPOLONG and A.C. MCLEOD,

Defendants.

DEPONENT: JOHN CAMPOLONG

DATE: January 8, 2019

TIME: 10:30 a.m.

LOCATION: McBee Town Hall
38 W. Juniper Avenue
McBee, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: KIMBERLY T. POWER, CR

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Page 2

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35
36 ALSO PRESENT: ALEXANDER C. MCLEOD
37
38 (INDEX AT REAR OF TRANSCRIPT)

Page 4

1 Q. And your address?
2 A. P.O. Box 158, McBee, South Carolina.
3 Q. And tell me something about your
4 background, where you came from, education, and so
5 forth.
6 A. Well, I came from Pennsylvania, western
7 part of the state, since 1957, really. So I've been
8 here 60-some years.
9 Q. A long time.
10 A. A long time. I think I'm probably -- I
11 can be called a native, I think.
12 Q. I think that qualifies you.
13 A. Right.
14 Q. Were you educated in Pennsylvania? Did
15 you go to school there?
16 A. Yes, I went to school in Pennsylvania.
17 Q. High school?
18 A. Yes.
19 Q. College?
20 A. No.
21 Q. Do you have a college education?
22 A. No, sir.
23 Q. You, I presume, graduated from high school
24 and went to work?
25 A. Correct.

Page 3

1 JOHN CAMPOLONG,
2 being first duly sworn, testified as follows:
3 EXAMINATION
4 BY MR. PARKER:
5 Q. Mr. Campolong, my name is Johnny Parker.
6 I introduced myself earlier. Our firm represents
7 Mr. Odom in this case you're a defendant in and I'm
8 about to take your deposition. Have you ever had
9 your deposition taken before?
10 A. Yes.
11 Q. You're familiar with the rules and how
12 it's conducted and so I won't take but a minute. But
13 I will tell you that under the rules, once we start
14 the deposition, if you discuss anything with anyone
15 about the deposition, including your attorneys, then
16 I can ask you about that and you would have to tell
17 us about it. So I want you to be aware of that. So
18 if you do speak with your attorneys on anything other
19 than matters of privilege, then we can ask you about
20 that. So under the rules, I'm required to tell you
21 that. Do you have any questions about anything
22 before we get started?
23 A. No, sir.
24 Q. Please state your full name.
25 A. John Campolong.

Page 5

1 Q. And who did you go to work with?
2 A. I went to -- well, I went to work with my
3 father in the textile business.
4 Q. He ran a textile plant or sewing --
5 A. Yes.
6 Q. -- room or what type?
7 A. Well, it would be sewing, probably, cut
8 and sew type operation.
9 Q. And is that what brought you to McBee,
10 that business?
11 A. Yes, I think. Well, yes, period. That's
12 what brought me not to McBee, but South Carolina.
13 Q. Did you live somewhere else first?
14 A. Cheraw.
15 Q. Okay. And then you opened a plant here in
16 McBee?
17 A. Correct.
18 Q. And when was that opened?
19 A. In 1960.
20 Q. And you've run it continuously since then?
21 A. Yes, sir.
22 Q. And what is the nature of your business
23 presently?
24 A. Well, presently we're still classified as
25 cut and sew.

Page 6

1 Q. And when did you become mayor of McBee?
2 A. In 2008.
3 Q. And have been since that time?
4 A. Yes, sir.
5 Q. We have brought -- Mr. Odom has brought a
6 case against you and I assume you read the complaint,
7 have you not?
8 A. Yes.
9 Q. And in this complaint he states that you
10 have accused him of illegally taking approximately
11 \$2,000 from an individual when he was a magistrate
12 and using the money for his own benefit. Do you
13 recall doing that?
14 A. I don't recall accusing him.
15 Q. You don't believe you stated to anyone he
16 did that?
17 A. No, sir.
18 Q. Are you denying that you said that?
19 A. I had a -- I had information given to me
20 by a citizen and I had to follow through with the
21 necessary reports that was necessary to be done.
22 Q. Which citizen told you that?
23 A. The lady that -- it came to me from a lady
24 that made the check out.
25 Q. And what did she tell you?

Page 8

1 Q. Tell me some of the other things you've
2 turned over to law enforcement.
3 A. I have turned over to law enforcement?
4 Q. Yes.
5 A. We have -- in the past we have made
6 some -- some -- we've done some letters to law
7 enforcement to investigate some various things that
8 it was my duty to do as I found that my judiciary --
9 I was serving people as mayor of McBee, a judiciary
10 individual and they -- it's my duty to report them to
11 have them looked into.
12 Q. I want you to tell me about who all you've
13 reported.
14 A. Who all?
15 Q. Yes, names. Who are they? Who are the
16 people you reported?
17 A. The only reporting has been Alligator
18 Rural Water.
19 Q. Who else?
20 A. Again, Alligator Rural Water.
21 Q. Anybody else?
22 A. No, sir.
23 Q. So Mr. Odom and Alligator Rural Water are
24 the only people you have reported as being engaged in
25 criminal conduct; is that correct?

Page 7

1 A. Well, my understanding was that she told
2 me that she had given a check to Mr. Odom for a DUI
3 against her son.
4 Q. And so he was a magistrate, correct?
5 A. Apparently so. I think, yes.
6 Q. And what would be unusual about someone
7 paying a fine to the magistrate?
8 A. I cannot answer that question. That's the
9 reason why we had it reported, to let someone else
10 more capable answer the question.
11 Q. Why would your report to someone that
12 someone had been caught -- pled guilty to DUI and
13 maybe other offenses and paid a fine? Why would you
14 report that to someone?
15 A. I think it's my duty as a mayor to report
16 it since the person -- that person came to me and
17 complained about it.
18 Q. Have other people come to you and
19 complained about other things?
20 A. Oh, yes. I get a lot of complaints as
21 mayor.
22 Q. And you turned all of those over to law
23 enforcement?
24 A. Where there's questions that I can't
25 answer.

Page 9

1 MR. MCCANTS: Object to the form.
2 THE WITNESS: I don't believe that I
3 have accused of criminal conduct.
4 BY MR. PARKER:
5 Q. What did you accuse him of?
6 A. The letters -- I think you have copies of
7 the letters that were sent to the attorney general.
8 Q. Who else?
9 A. That's the only two that I recall is the
10 two letters to the attorney general.
11 Q. And who else have you told about Mr. Odom?
12 A. About Mr. Odom?
13 Q. Yes. Who have you had discussions with
14 about Mr. Odom and his allegedly criminal conduct?
15 A. I did not say I had any alleged criminal
16 conduct. I left that up to the attorney general's
17 office to determine.
18 Q. And you are denying that you said that
19 Mr. Odom was engaged in criminal conduct?
20 A. Yes, sir.
21 Q. And you did not tell anybody with law
22 enforcement that?
23 A. That he was engaged in criminal conduct?
24 Q. Correct.
25 A. I only told them what's on the letters.

Page 10

1 **Q. What does the letter say?**
2 A. You have the letters. I can't read them
3 verbatim. You've got a copy of them.
4 **Q. If you have accused somebody of criminal**
5 **conduct, you should remember that, shouldn't you?**
6 A. But I have not accused anyone of criminal
7 conduct.
8 **Q. Why would you be reporting something to**
9 **SLED if you didn't think there was criminal conduct?**
10 A. As the mayor of the Town of McBee, I think
11 it was my responsibility to do any reporting I
12 thought was needed to be investigated.
13 **Q. You didn't state, "We believe there may be**
14 **numerous other cases of illegal activities"?**
15 A. Is that in the letter of -- that the --
16 **Q. I'm asking you if you stated that?**
17 A. In what letter?
18 **Q. At any time. Any letter to any person?**
19 A. Let me try to -- I don't remember exactly,
20 but I apparently did in one of the letters. We had a
21 letter that was made by the lawyer of -- that we
22 issued to the -- and if you look at the letter that
23 we sent in 2006 -- excuse me, 2009, those alleged the
24 various things that we reported.
25 **Q. Well, what I'm asking you is I asked you**

Page 12

1 2000 to 2009, nine years.
2 **Q. You're stating here under oath that**
3 **Mr. Odom sold McBee their own water --**
4 A. Yes, sir.
5 **Q. -- is that correct?**
6 A. Yes, sir.
7 **Q. And you're stating that Alligator Water, I**
8 **guess, did that?**
9 A. Alligator Water, correct.
10 **Q. And they took the water out of McBee's**
11 **wells and sold it --**
12 A. Correct.
13 **Q. -- to McBee?**
14 A. Right. Yes.
15 **Q. They didn't charge for operating wells.**
16 **They sold them the water; is that correct?**
17 A. They sold them the water.
18 **Q. And they were using the town's own wells**
19 **to pump the water and then selling it to the town?**
20 A. Correct.
21 **Q. And how do you know that?**
22 A. As mayor, I knew what was -- I saw the
23 bills. I knew where the water was coming from. We
24 monitored the meters.
25 **Q. Why didn't you tell these people you've**

Page 11

1 **first have you ever stated that Mr. Odom had been**
2 **engaged in illegal activities and I think you said no**
3 **and I'm asking you now do you want to retract that?**
4 A. Has he engaged in any illegal activities?
5 **Q. Yes.**
6 A. I haven't made a determination of that.
7 It was up to the Department of Justice, the attorney
8 general's office.
9 **Q. I'm asking have you stated he had done**
10 **that?**
11 A. Illegal? I don't believe I've done
12 anything illegal -- said he's done anything illegal.
13 Maybe something not ethical.
14 **Q. What unethical things did you state he had**
15 **done?**
16 A. I don't recall. Other than what's in the
17 letter, I don't recall anything except as you --
18 there is one thing that I do feel like that was not
19 ethical.
20 **Q. What is that?**
21 A. When I came aboard, I found that Mr. Odom
22 had advertised that the McBee water system was
23 contaminated and had been for several years. When I
24 came aboard, I found that he had been serving McBee
25 their own water and selling them their own water from

Page 13

1 **talked to about this about that?**
2 A. What people?
3 **Q. You've talked to a lot of people about**
4 **Mr. Odom, haven't you?**
5 MR. MCCANTS: Object to the form.
6 BY MR. PARKER:
7 **Q. Who else have you told what you just told**
8 **me? Who else have you told that to?**
9 A. What I just told you?
10 **Q. Yes.**
11 A. To the council.
12 **Q. Who else?**
13 A. I don't recall.
14 **Q. There have been other people, haven't**
15 **there?**
16 A. Sir, I do not know of any other people.
17 **Q. Are you sitting here today saying you have**
18 **never told anyone else that?**
19 A. Of the water being sold to the town?
20 **Q. Right.**
21 A. I know I told it to the people
22 responsible, the council people.
23 **Q. Who else?**
24 A. I don't know of anyone else.
25 **Q. When did you tell them that?**

Page 14

1 A. I didn't tell them. If I didn't know of
2 anyone else, I can tell you when.
3 **Q. I'm saying when did you tell the council**
4 **that?**
5 A. Oh, probably in one of our sessions.
6 **Q. In open session, public?**
7 A. I'm not sure.
8 **Q. When was it you told them that?**
9 A. Sir, I don't recall the dates.
10 **Q. Approximate year?**
11 A. I don't recall.
12 **Q. Now, you wrote -- contacted SLED about**
13 **Mr. Odom, didn't you? State Law Enforcement**
14 **Division. Did you contact SLED about Mr. Odom?**
15 A. About Alligator Water, yes.
16 **Q. And Mr. Odom?**
17 A. Well, apparently and Mr. Odom, yes.
18 **Q. And --**
19 A. Since he is the operator.
20 **Q. And did you tell them about them selling**
21 **McBee their own water?**
22 A. No, I don't recall.
23 **Q. You don't know whether you did or didn't?**
24 A. What?
25 **Q. Tell SLED about --**

Page 16

1 **want to know who you told that?**
2 A. I didn't say it was illegal. I said
3 unethical.
4 **Q. Or unethical. I don't see where you told**
5 **them that.**
6 A. Well, I think you mentioned to me earlier
7 that I said there were other things. Did I hear you
8 say --
9 **Q. You're told them about a lot of things.**
10 A. Okay.
11 **Q. But you didn't tell them about that that I**
12 **could see that I've read about.**
13 A. I don't think I did, no.
14 **Q. Do you know why you didn't tell them about**
15 **it?**
16 A. No, sir.
17 **Q. What evidence do you have that Mr. Odom**
18 **did that, that he sold the Town of McBee their own**
19 **water?**
20 A. Because the water was being -- as I
21 mentioned earlier, the water was being billed to us
22 from Alligator. The water was being read by the
23 meters within our property of how much water was used
24 by Mr. Odom's people or Alligator's personnel, as
25 well as McBee's personnel reading the meters.

Page 15

1 A. No, I don't recall that.
2 **Q. Well, I mean, if you accuse somebody of,**
3 **in effect, stealing McBee's water and selling it to**
4 **them, then you would certainly remember that,**
5 **wouldn't you?**
6 A. I didn't say stealing.
7 **Q. How else would you get? If you have -- if**
8 **the water belongs to McBee and he's selling it to the**
9 **Town of McBee, then he's taking their water. That**
10 **would be illegal, wouldn't it?**
11 A. I don't -- I'm not in the position to
12 determine and also the authority to determine whether
13 it was stealing.
14 **Q. Did you think it was stealing?**
15 A. I didn't think it was ethical.
16 **Q. Well, if you take something from somebody**
17 **that belongs to somebody else and use it for your own**
18 **purposes, that's stealing, isn't it?**
19 A. I don't -- I don't look at it in that
20 manner. I was going to let the attorney general's
21 office make a decision and SLED.
22 **Q. Well, I've looked at what you reported to**
23 **them and I don't see anything in here about you**
24 **saying that Mr. Odom had sold the Town of McBee their**
25 **own water and you thought that was illegal. So I**

Page 17

1 **Q. And so you are contending that the water**
2 **on the meters came from the town's wells. How do you**
3 **know that?**
4 A. I just told you.
5 **Q. You haven't told me. I've been listening.**
6 **How do you know that that water that was going**
7 **through the meter came from the town's wells?**
8 A. Because the meters reported it. When you
9 have a meter, it wouldn't be any water coming through
10 it and the meter wouldn't read, would it?
11 **Q. Well, it doesn't say whose water it is.**
12 A. Yes, it does. If it's in our -- if it's
13 on our line, it certainly does.
14 **Q. In other words, you saw -- you saw the**
15 **meter going from the meter to the town's wells?**
16 A. From the town's wells --
17 **Q. Right. To the meter.**
18 A. -- to the meter, yeah, to the town
19 distribution center.
20 **Q. And so you are stating under oath that, in**
21 **fact, Mr. Odom was selling -- Alligator Water was**
22 **selling the town's water to the town?**
23 A. Yes, sir.
24 **Q. Now, when was that?**
25 A. From 2000 to 2009. Nine years.

Page 18

1 **Q. Did you accuse Mr. Odom of misusing or**
2 **receiving \$850,000 that was due to the Town of McBee**
3 **and using that for other purposes other than the Town**
4 **of McBee?**
5 A. The records show that Mr. Odom -- the town
6 received \$850,000 from the Department of Congress and
7 the records show that is after I took -- became an
8 officer of the town, and from that point on we know
9 that the money was transferred to another water
10 company.
11 **Q. You knew, in fact, at the time that the**
12 **grant -- that the Town of McBee simply facilitated**
13 **the grant that was supposed to go to Alligator Water**
14 **and through them to these other entities, didn't you?**
15 A. I've never seen their application to read
16 it.
17 **Q. But you knew that? You were told that and**
18 **knew that?**
19 A. Knew what?
20 **Q. Knew that the grant was done as was**
21 **intended when it was granted. You've seen the**
22 **documents, haven't you?**
23 A. Any documents that I have received was to
24 be applied to infrastructure.
25 **Q. You saw from Mr. Way who did the grant**

Page 20

1 **Q. An alliance with who?**
2 MR. MCCANTS: Objection.
3 THE WITNESS: McBee and I don't know
4 whether it's Chesterfield Water or Alligator Water.
5 It was to be an alliance with the Town of
6 Chesterfield.
7 BY MR. PARKER:
8 **Q. We'll talk about that in a few minutes.**
9 **Have you stated that Mr. Odom personally received**
10 **\$2.4 million to operate the water company for three**
11 **years?**
12 A. Repeat that.
13 **Q. Did you state that Mr. Odom had received**
14 **\$2.4 million to operate Alligator for three years?**
15 A. I don't recall.
16 **Q. Did you ever know that?**
17 A. I don't recall. Was it stated?
18 **Q. Is that true?**
19 A. I don't recall. Do you mean for what --
20 can you explain the question a little bit more
21 thoroughly?
22 **Q. I really can't because this is something**
23 **you wrote and I want to know --**
24 A. And where did I write it?
25 **Q. You don't recall writing it?**

Page 19

1 **that, in fact, it was intended the way it was used,**
2 **didn't you?**
3 A. To my recollection from Mr. Way, I
4 understood it was going to be an alliance and, to my
5 knowledge, it never -- McBee has never been included
6 in the alliance or any fees or anything.
7 **Q. Have you seen anything that stated that**
8 **the Town of McBee was an intended recipient of the**
9 **USDA grant money of \$850,000?**
10 A. Could you repeat that?
11 **Q. Have you seen anything that indicates that**
12 **the Town of McBee was supposed to be a recipient of**
13 **any of the \$850,000 from the USDA grant?**
14 A. To have an alliance?
15 **Q. To get any of that money.**
16 MR. MCCANTS: Objection to the form.
17 BY MR. PARKER:
18 **Q. You can go ahead and answer. Have you**
19 **seen anything that says that the Town of McBee did**
20 **not receive any money they were supposed to receive**
21 **from the grant of \$850,000?**
22 A. It seems to me that I did see in a letter
23 from Secretary Way that there was to be an alliance.
24 **Q. An alliance?**
25 A. Yes.

Page 21

1 A. In what form?
2 **Q. I mean, I'm asking you, do you recall**
3 **writing it?**
4 A. I said I don't recall accusing him of
5 \$2 million. Did you say -- what was the figure?
6 **Q. I'll read it. It says, "We believe during**
7 **the past three years, Mr. Odom has personally**
8 **received a minimum of \$2.4 million to operate the**
9 **water company."**
10 A. I don't understand the question. In his
11 salary or in his fees from McBee? I'm not -- you're
12 not clear.
13 **Q. I'm reading what you wrote.**
14 A. Well, I'm not clear. I wrote that? When
15 did I write that?
16 **Q. Well, you wrote that -- you signed it. I**
17 **don't know that you wrote it. I know your name is on**
18 **it. It's dated July 9, 2012.**
19 A. And that was signed by full council,
20 correct?
21 **Q. It was signed by you as mayor and the**
22 **council. Where did that come from?**
23 A. I can't -- I can't recall.
24 **Q. Did you authorize anyone to conduct an**
25 **investigation of Mr. Odom?**

Page 22

1 A. For what?
2 **Q. Any purpose?**
3 A. Did I authorize anybody?
4 **Q. Yes.**
5 A. Within our town government?
6 **Q. Anybody, anywhere?**
7 A. To conduct an investigation of Mr. Odom?
8 **Q. Yes.**
9 A. No. Specifically I can't recall that,
10 specifically having an investigation of Mr. Odom.
11 **Q. You didn't authorize your daughter to do**
12 **that?**
13 A. No, I didn't.
14 **Q. Your daughter is Patricia Wise?**
15 A. Correct.
16 **Q. And she's an attorney?**
17 A. Yes.
18 **Q. She's not your attorney in this case, is**
19 **she?**
20 A. Oh, no. She's my daughter.
21 **Q. Right. I understand that. She's never**
22 **operated as your attorney. She's operated as your**
23 **daughter, correct?**
24 A. Yes.
25 **Q. Did you ask her to do certain things**

Page 24

1 "The portion of water project which grant money will
2 be expended in is the construction of water
3 infrastructure facilities which will provide water to
4 an area of the county north of the town of McBee and
5 continuing through the Jefferson area." That was for
6 the purpose of \$850,000. You knew that, didn't you?
7 A. I think most of that should be more
8 specifically identified in the application and I've
9 never seen the application.
10 **Q. Well, Mr. Way was the Secretary of State**
11 **of South Carolina, correct?**
12 A. Secretary --
13 **Q. He was Secretary of Commerce.**
14 A. Yes, sir.
15 **Q. Excuse me. And he's -- you've seen the**
16 **letter where he says what it was for, correct? He**
17 **was the one in charge of it, right?**
18 A. He was Secretary of Commerce.
19 **Q. He was the one that facilitated the grant,**
20 **correct?**
21 A. From what you're telling me and what I
22 read, he's the one that authorized it at the end, the
23 top man, correct.
24 **Q. Well, tell me what was wrong with what was**
25 **done.**

Page 23

1 **involving Mr. Odom?**
2 A. Not that I recall.
3 **Q. You don't recall asking her to do**
4 **anything?**
5 A. I've had her -- I've questioned her on
6 some different things and give me some answers, yes.
7 **Q. Like what?**
8 A. Well, you know, what's the procedure. You
9 know, how -- different legal things that I'm not
10 aware of not being a lawyer and not being involved a
11 lot in legal matters over the years.
12 **Q. And did she meet with you when you met**
13 **with the SLED agent?**
14 A. When the SLED agent came to us, yes, I
15 think she was there.
16 **Q. But she was there as your daughter,**
17 **correct?**
18 A. Yes, sir.
19 **Q. And you saw the letter from Mr. Way that**
20 **we talked about earlier in which he stated that**
21 **the -- specifically what that project was for? You**
22 **saw that, didn't you?**
23 A. The letter was a general letter.
24 **Q. No. It's a specific letter that says it's**
25 **to Mr. Odom and it's from Charles S. Way that says,**

Page 25

1 A. It was -- it was done without a -- without
2 a consent to the extent -- proper consent from the
3 town. It was done without the town reviewing -- the
4 town's legal people reviewing the application of
5 specifically what it should have been used for.
6 **Q. How do you know that?**
7 A. I don't know. That's what I'm asking for.
8 **Q. Well, I mean, you've accused people of**
9 **doing something improperly. I was just --**
10 A. I haven't accused. I've asked for things
11 that we probably need more explanation to.
12 **Q. Well, wouldn't it be better to get an**
13 **explanation rather than make accusations?**
14 A. Did I make accusations?
15 **Q. Well, I'm asking you.**
16 A. I didn't make accusations. I made --
17 asked questions.
18 **Q. You didn't make any accusations against**
19 **Mr. Odom?**
20 A. I think you --
21 MR. MCCANTS: Object to the form.
22 THE WITNESS: I think you mentioned
23 do you want to interrupt that into it was stolen? I
24 have never made that application (sic) that he has
25 stolen.

Page 26

1 BY MR. PARKER:
2 Q. You didn't state, "We believe there
3 are many -- may be numerous other cases of illegal
4 activities. However, the incidences of which we are
5 aware and believe should be investigated by those who
6 are appropriately qualified include the matter we're
7 talking about"?
8 A. In that report to the authorities, it was
9 my fiduciary to do that as mayor.
10 Q. It was your duty to say that Mr. Odom had
11 engaged in illegal activities?
12 A. It was my duty to inform them that they
13 should investigate the --
14 Q. What was there to investigate?
15 A. You read the letter.
16 Q. The letter states exactly what money was
17 supposed to be used for and it was used for that.
18 What is there to investigate?
19 A. That's your opinion and I -- that's your
20 opinion.
21 Q. What's your opinion?
22 A. My opinion that we should have the proper
23 people investigate it.
24 Q. For what reason?
25 A. For the town's benefit, for the citizens,

1 my duty -- as my duty.
2 Q. It was your duty?
3 A. I took the oath. To conform the oath I
4 took.
5 Q. What did you take an oath that said you
6 were a criminal investigator?
7 A. No. I took an oath saying that I am going
8 to uphold and serve the people and the citizens of
9 the Town of McBee to the best of my ability.
10 Q. How did you serve them by falsely stating
11 that Mr. Odom had done something illegal with this
12 money?
13 A. I didn't falsely say that.
14 MR. MCCANTS: Objection to the form.
15 You may answer.
16 BY MR. PARKER:
17 Q. You never said that?
18 A. No, to the SLED. And, of course, I have
19 never had a report otherwise from SLED.
20 Q. What do you mean, "otherwise"?
21 A. They never reported to me what their
22 findings were.
23 Q. You never have seen the letter where they
24 found that there was nothing wrong?
25 A. No, sir.

Page 28

1 Q. No one has ever showed that to you?
2 A. No, sir. To my -- to my -- to my
3 knowledge, the case is still open.
4 Q. How do you know that?
5 A. Because I've never received a report
6 otherwise.
7 Q. You're not aware that the solicitor had
8 found there was no evidence of anything done wrong by
9 Mr. Odom?
10 A. They haven't reported that to me.
11 Q. Do you think -- why should they report it
12 to you?
13 A. Well, if I'm the one that made the --
14 wrote the letter, I certainly ought to have gotten an
15 answer.
16 Q. And you never got anything --
17 A. No, sir.
18 Q. -- from anybody saying that they concluded
19 the investigation and found no wrong?
20 A. No, sir. My knowledge is the
21 investigation is still open.
22 Q. Well, if they did say that and concluded
23 there was no wrongdoing, then you falsely accused
24 Mr. Odom, correct?
25 MR. MCCANTS: Objection to the form.

Page 29

1 BY MR. PARKER:
2 Q. Is that correct?
3 A. If I -- you're hypothetically telling me
4 things that doesn't make a lot of -- I can't put
5 together.
6 Q. Well, what I'm asking you is --
7 A. That's a hypothetical question.
8 Q. It's really not because that's what the
9 facts are and I'll show you the letter whereby the
10 solicitor has written and said there's no criminal
11 wrongdoing on the part of Mr. Odom. And if that is
12 correct -- and that's not hypothetical, that has been
13 done -- then you have falsely accused him of criminal
14 activity, correct?
15 MR. MCCANTS: Objection to the form.
16 THE WITNESS: No, sir. It's my duty
17 as the mayor of the Town of McBee, I'm responsible
18 for -- for looking out for the welfare of the
19 citizens.
20 BY MR. PARKER:
21 Q. And how are you looking out for the
22 welfare of the citizens to falsely accuse a citizen
23 of the Town of McBee of falsely -- of illegally using
24 money that was intended for the Town of McBee?
25 MR. MCCANTS: Objection to the form.

Page 30

1 THE WITNESS: You keep using the word
2 "falsely." I asked them to investigate it.
3 BY MR. PARKER:
4 Q. Well, you didn't ask them to --
5 A. And I -- and it probably was -- it was
6 probably, again, my duty as the mayor to find out the
7 money that was -- that came through the Town of McBee
8 to find out where and how and so forth.
9 Q. Did you ever ask Mr. Odom --
10 A. No, sir.
11 Q. -- about the money?
12 A. No, sir.
13 Q. Did you ever ask anybody about the money,
14 about what it was used for, other than writing this
15 letter to SLED?
16 A. No, sir. It was in the reports that we
17 made. Also, it was in the minutes, I think, that the
18 money was going to be going from the Town of McBee to
19 Alligator.
20 Q. Do you know who Mr. William B. Rogers, Jr.
21 was?
22 A. No, sir.
23 Q. And you haven't seen a letter from him
24 that stated, "It's my opinion there is no evidence of
25 any violation of criminal laws and the above case

Page 32

1 investigation?
2 A. I think we had -- I had a meeting with the
3 SLED agent.
4 Q. You did that on 10/25 of '12?
5 A. I don't recall the date.
6 Q. And your daughter, Patricia Wise, was with
7 you?
8 A. Yes.
9 Q. And you met also an attorney, Everett
10 Kendall, was with you?
11 A. Yes.
12 Q. Who is Mr. Kendall?
13 A. At that time he was the town attorney.
14 Q. What was his purpose?
15 A. You mean why was he hired?
16 Q. Why was he there?
17 A. He was there because he was representing
18 the town. He was an attorney representing the town
19 on a water dispute.
20 Q. Why did he need to be with you when SLED
21 interviewed you?
22 A. Well. I felt that it was important that
23 we had a lawyer and, of course, he was involved in
24 the case.
25 Q. How was he involved?

Page 31

1 does not warrant prosecution," applying to Mr. Odom?
2 A. No, sir.
3 Q. That was written on January 23, 2013 and
4 no one has ever told you that?
5 A. No, sir.
6 Q. You did not learn that from any source?
7 A. I do not -- I would have to -- none of
8 that was ever given or sent to me.
9 Q. Did you ever inquire of the solicitor
10 about the case?
11 A. No, sir.
12 Q. Did you ever inquire of SLED about the
13 case?
14 A. About what?
15 Q. About what you had reported?
16 A. Application?
17 Q. Yes.
18 A. About looking at the application?
19 Q. About what you reported to them. Did you
20 ever talk to them about it to find out what had
21 happened?
22 A. I really don't completely understand your
23 question. Could you repeat it?
24 Q. The question is: Did you ever call anyone
25 with SLED to inquire about what had happened to their

Page 33

1 A. As our lawyer.
2 Q. What did he do? What did Mr. Kendall do?
3 A. Advised us.
4 Q. Did he report anything to SLED?
5 A. I'm not sure.
6 Q. Did he report anything to any law
7 enforcement agency?
8 A. Not that I know of.
9 Q. And your daughter was there to assist you?
10 A. I think you asked earlier was she in the
11 meeting with SLED and I said yes.
12 Q. But her purpose was what?
13 A. As my daughter.
14 Q. I asked you earlier had you reported to
15 anyone else to SLED and you said no other than
16 Mr. Odom and Alligator?
17 A. Not that I recall.
18 Q. Have you seen any things posted on the
19 Internet concerning Mr. Odom as a result of your
20 reporting him as engaging in criminal activity? Have
21 you looked at any posts on the Internet --
22 A. I don't --
23 Q. -- Facebook posts or anything like that?
24 A. I don't know how to do that.
25 Q. Has anybody shown you any posts?

Page 34

1 A. No.

2 **Q. You don't Facebook?**

3 A. Sir? No, I don't Facebook.

4 **Q. I don't either. Probably some of these**

5 **younger people, I'm sure, do.**

6 A. I can't turn it on.

7 **Q. I don't think Mr. Odom does.**

8 **You realize when you made these**

9 **accusations against Mr. Odom that the public was**

10 **going to talk about it, didn't you?**

11 MR. MCCANTS: Objection to the form.

12 THE WITNESS: To my recollection,

13 these letters were marked confidential.

14 BY MR. PARKER:

15 **Q. But you've told other people about what's**

16 **in those letters?**

17 A. I did?

18 **Q. Didn't you?**

19 A. Not that I recall.

20 **Q. You don't recall ever telling anybody?**

21 A. The council was involved in knowledge of

22 the letters, definitely, and they were marked

23 confidential.

24 **Q. And you told your daughter about it,**

25 **didn't you?**

Page 35

1 haven't you?

2 A. No, I have not.

3 **Q. You have not seen them?**

4 A. No, sir.

5 **Q. If they exist, then you're incorrect in**

6 **what you stated, correct?**

7 A. No. I've seen the reports from the

8 town -- oh, and the people that were looking after it

9 that did have a good report and also from the mayor

10 back in 2000, the town's qualifications and

11 contaminations were good. In other words, they had

12 no -- contaminations did not meet the MCL

13 regulations.

14 **Q. While you were looking at all these**

15 **records, you didn't see any things from DHEC that**

16 **said that in fact the wells were contaminated?**

17 A. No, sir. If they were and if it's true,

18 why should we be getting -- sold our same water by

19 Alligator?

20 **Q. Have you seen a letter in which it stated**

21 **that when evaluated, according to the standards of**

22 **the state primary drinking water regulations, that**

23 **McBee's system was again given an unsatisfactory**

24 **rating to several important issues that have not been**

25 **given adequate attention? Have you seen that?**

Page 36

1 A. Well, she's my daughter, yes.

2 **Q. You told other family members about it?**

3 A. I don't recall.

4 **Q. Did you tell your wife about it?**

5 A. Well, you're asking a question that's

6 going to be hard to answer. If you've got a wife you

7 want to live with, you better tell her what she asks

8 you.

9 **Q. And so you told her?**

10 A. And we've been 71 years together.

11 **Q. And you told her?**

12 A. I don't recall, but probably did.

13 **Q. Did you tell your sons?**

14 A. I don't recall. They probably knew.

15 **Q. Did you tell them?**

16 A. I don't recall.

17 **Q. Have you stated that Mr. Odom had falsely**

18 **said that the town's wells were contaminated?**

19 A. Have I said --

20 **Q. Have you said that?**

21 A. No, I read it.

22 **Q. You read it. Where did you read it?**

23 A. In the minutes. In some town minutes.

24 **Q. Well, you've seen the documents from DHEC**

25 **which reported that the wells were contaminated,**

Page 37

1 A. No, I haven't. But it doesn't -- I don't

2 think you have mentioned anything about contaminated

3 water that's not potable -- to be sold as potable

4 water.

5 **Q. Well, would you sell contaminated water?**

6 A. Would I sell it?

7 **Q. Yes. For people to drink?**

8 A. That did not meet the MCL regulations,

9 absolutely not. In fact, that would be -- that would

10 be a criminal act.

11 **Q. Have you stated that Mr. Odom used the**

12 **\$850,000 grant to the Town of McBee to build**

13 **Alligator's water line to Jefferson without any**

14 **benefit to the town?**

15 A. Yes, sir. I've stated that today.

16 **Q. But that's not true, is it?**

17 A. To my knowledge, the town has never

18 received any benefit from it.

19 **Q. But it was not the Town of McBee's grant.**

20 **It wasn't for the town of McBee?**

21 A. Why was the check written to the Town of

22 McBee?

23 **Q. We'll argue about that, but it was in the**

24 **name of the Town of McBee because it had to be in a**

25 **particular type organization to get the grant for**

Page 38

1 **what it was intended.**
2 A. Right. So it was --
3 **Q. Did you understand that?**
4 A. I understood it was written to the Town of
5 McBee.
6 **Q. But you understand it wasn't intended --**
7 **you understood exactly what it was intended for,**
8 **didn't you, because you've seen these documents?**
9 A. To have a -- also I've seen where McBee
10 was a joint venture.
11 **Q. When did you first meet Mr. Odom?**
12 A. Several years ago. I don't know. It was
13 probably in -- maybe, I don't know, in the '90s.
14 **Q. How did you come to meet him?**
15 A. Well, I -- you know, I've lived here --
16 what did I say earlier? But anyway, I've lived here
17 a long time and I think I was a member of the McBee
18 Lions Club or one of the charter members of the McBee
19 Lions club that eventually Mr. Odom joined.
20 **Q. Do you know him personally or you just**
21 **know him in passing?**
22 A. Well, I know him personally, yes. I mean,
23 personally. But did we socialize together? No, that
24 I can recall.
25 **Q. What do you know about Mr. Odom?**

Page 40

1 **or any other entity can receive the same service as**
2 **indefinitely without an increase?**
3 A. When there's a logical increase necessary,
4 I would certainly review it as mayor -- as mayor.
5 **Q. In your business, how many increases have**
6 **you charged your customers over the years?**
7 A. I can only -- it's hard for me to remember
8 the increases. I can remember the decreases I had to
9 take.
10 **Q. It hasn't been many?**
11 A. A lot of those.
12 **Q. But you've had a number of increases**
13 **because as inflation goes on, it costs more and you**
14 **have to charge more?**
15 A. Well, when rates went up -- certainly
16 utilities went up, yes. It had to be covered if we
17 were going to stay viable.
18 **Q. Because if you stayed the same, you would**
19 **have gone broke?**
20 A. That's correct.
21 **Q. Did you accuse Mr. Odom of puncturing a**
22 **Town of McBee water line?**
23 A. No, I didn't.
24 **Q. What did you say about it?**
25 A. I reported what was given to me by our O&M

Page 39

1 MR. MCCANTS: Objection to the form.
2 THE WITNESS: I know that he was
3 mayor of the Town of McBee.
4 BY MR. PARKER:
5 **Q. What else do you know about him?**
6 A. I know that he also had a lot of
7 conversation with myself in the town of the things
8 that have occurred and the questions that came up
9 between the town and Alligator Water.
10 **Q. What in particular?**
11 A. Well, a lot of things where he wanted to
12 cut our water off completely and where he wanted to
13 raise our rates and things like that. It was
14 necessary for us to converse together, be together,
15 and talk about things.
16 **Q. Well, the fact that you were going to**
17 **have -- the Town of McBee was going to have a rate**
18 **increase, was that along with a lot of other people**
19 **have a rate increase?**
20 A. My decisions are strictly for the -- made
21 for the Town of McBee to fulfill my obligation as
22 mayor. I can't look at what someone else does. If I
23 did, we would be -- I could also find someone that
24 had reductions as well, probably.
25 **Q. Well, do you think that the Town of McBee**

Page 41

1 people and engineer information and that's the
2 information that I passed onto our attorneys.
3 **Q. And who else did you tell that?**
4 A. The council, probably.
5 **Q. Who else do you remember talking with**
6 **about that?**
7 A. Other than our attorneys, no one.
8 **Q. What evidence do you have that Mr. Odom**
9 **punctured a water line?**
10 MR. MCCANTS: Objection to the form.
11 THE WITNESS: Again, I had to take
12 the word from my O&M people who were on the site and
13 also the engineer who made the determinations.
14 BY MR. PARKER:
15 **Q. And who are these people?**
16 A. The O&M people is Oliver Environmental and
17 Joe McGougan Engineering Firm.
18 **Q. Who are the people who told you that?**
19 A. Those people.
20 **Q. I mean, I understand the company. What**
21 **are the --**
22 A. I just told you the names.
23 **Q. What are the individual's names?**
24 A. I talked to the management people.
25 **Q. Who was that?**

Page 42

1 A. Joey Oliver at Oliver Environmental.
2 **Q. Have you talked with Mr. McLeod who is**
3 **here with us today about your allegations against**
4 **Mr. Odom?**
5 A. What allegations?
6 **Q. That we've been talking about since we've**
7 **been here talking.**
8 MR. MCCANTS: Objection to the form.
9 THE WITNESS: I don't recall. You
10 talked about several allegations. You need to
11 pinpoint anything that I might --
12 BY MR. PARKER:
13 **Q. I'm asking you if any of them -- have you**
14 **talked to Mr. McLeod about any of these allegations?**
15 A. Well, I think he's aware of the allegation
16 of the subject we just talked about on puncturing the
17 water line.
18 **Q. So you've talked with him about that?**
19 A. We've had discussions about it. It was
20 reported to us.
21 **Q. Where did you and Mr. McLeod have**
22 **discussions about that?**
23 A. I don't recall.
24 **Q. And when? When in time?**
25 A. I don't recall.

Page 43

1 A. That he wrote the check -- that she wrote
2 the check?
3 **Q. No.**
4 A. What?
5 **Q. That he had illegally taken this lady's**
6 **money, you learned that was false?**
7 A. No, I didn't. I left that up to the
8 attorney general to determine.
9 **Q. And who else did you talk with about that?**
10 A. I don't recall.
11 **Q. Well, you talked with the lady who**
12 **reported it to you, correct?**
13 A. Well, yes. You asked me that. I agree.
14 She reported it to the town and that came to me.
15 **Q. Her name was Wylene Cowan?**
16 A. Yes.
17 **Q. And where did you talk to her?**
18 A. I didn't talk to her.
19 **Q. How did you find out about this?**
20 A. She reported it to the town.
21 **Q. Who did she report it to?**
22 A. Some of our personnel. I don't know who
23 exactly. It was just turned over to me because they
24 usually do.
25 **Q. And why did you turn that over to SLED?**

Page 44

1 **Q. Did you call him up and talk to him on the**
2 **phone about it?**
3 A. Not that I recall.
4 **Q. Was it in person?**
5 A. Must have been if I did, yes.
6 **Q. Do you remember where it was?**
7 A. No, sir.
8 **Q. Who was present other than you and**
9 **Mr. McLeod?**
10 A. I don't know, sir.
11 **Q. Did you tell someone that Mr. Odom had**
12 **taken \$2,000 from an individual when he was**
13 **magistrate and used the money for his own benefit?**
14 A. I told the report that I made to the
15 attorney general's office.
16 **Q. And where did you get that information**
17 **from?**
18 A. From the person.
19 **Q. And who is that?**
20 A. The lady. It was given to the town by the
21 lady who wrote the check.
22 **Q. And you learned that that was false,**
23 **correct?**
24 A. No, it was not false.
25 **Q. You think it was true?**

Page 45

1 A. To see if it was something that she was --
2 you know, that something had been done to her. From
3 my understanding that she was supposed to -- did that
4 to have her son -- have his license reinstated and
5 they were not reinstated.
6 **Q. And who told you that?**
7 A. The lady sent word along with a copy of
8 the check.
9 **Q. And who did she send word to?**
10 A. I said she gave the information to the
11 town.
12 **Q. I mean who?**
13 A. I don't know.
14 **Q. And who reported that to you?**
15 A. In my -- I've got a box out there that
16 tells me everything. They don't -- it's my
17 responsibility to put it in my box and look into it.
18 **Q. So you've got some document in writing**
19 **that said that?**
20 A. That she wrote the check?
21 **Q. Yeah, that she wrote the check.**
22 A. Yeah, I have a document that she wrote the
23 check.
24 **Q. Do you have those with you? Are they**
25 **here?**

Page 46

1 A. No, I don't have them with.
2 **Q. Does the town have them?**
3 A. Yes. The town has them, sure, because
4 they report it. They report it and the town has
5 them, yes.
6 **Q. I guess those documents would say who she**
7 **reported this to, Ms. Cowen?**
8 A. I don't think so.
9 **Q. It just sounds unusual to me that you**
10 **wouldn't inquire of the magistrate's office as to**
11 **what transpired rather than reporting this to SLED.**
12 **Why did you do that?**
13 MR. MCCANTS: Objection to the form.
14 THE WITNESS: Well, I don't know. I
15 don't think it would have been proper, would it?
16 BY MR. PARKER:
17 **Q. It wouldn't be proper to find out if**
18 **something was true before you accuse somebody of**
19 **something?**
20 A. But not from the accused -- not from the
21 person who received the check.
22 **Q. From the magistrate's office you could**
23 **find whether or not -- you don't know how to find out**
24 **whether or not if someone says they paid something to**
25 **someone that was supposed to be a fine and it wasn't**

Page 48

1 **to rely on SLED to find out whether or not it's true**
2 **or not?**
3 A. No, I didn't accuse him. I gave it to
4 SLED to make the decision whether it's criminal or
5 falsely -- or false. They have not reported back to
6 me anything in that regard.
7 **Q. Well, other than Mr. Odom and Alligator,**
8 **who else have you reported to SLED?**
9 A. I don't recall anyone else as mayor.
10 **Q. Have you reported to anybody at any time**
11 **to SLED?**
12 A. No, sir.
13 **Q. And Mr. Odom is the only one you singled**
14 **out for that?**
15 A. Because of my responsibility as mayor and
16 the fiduciary duties -- duty to take care of the
17 citizens and fulfill my oath.
18 **Q. Well, you have a lot of people report**
19 **things to you as mayor, haven't you?**
20 A. Oh, yeah. That they -- that there was
21 something -- that their garbage wasn't picked up.
22 Should I report that to SLED?
23 **Q. Well, if Mr. Odom didn't pick it up you**
24 **would have, wouldn't you?**
25 A. No, sir.

Page 47

1 **appropriately credited to the appropriate personnel**
2 **you couldn't find that out without reporting it to**
3 **SLED?**
4 A. Well, I seen a -- I saw the copy of the
5 check made out to Glenn Odom.
6 **Q. And you understood that Mr. Odom was the**
7 **magistrate?**
8 A. Yes, sir. And I also seen where he
9 deposited it.
10 **Q. And you couldn't tell whether that was the**
11 **magistrate account or not, could you?**
12 A. Well, yes. I think it showed the personal
13 account.
14 **Q. You think that was his personal account.**
15 **How did you get that information?**
16 A. Well, I was -- that's the reason I gave it
17 to SLED for them to check it. It was their
18 responsibility to check it, not mine. I'm not an
19 investigator.
20 **Q. Well, it's your -- you feel a**
21 **responsibility not to falsely accuse somebody of**
22 **something?**
23 A. That's correct. Let them determine
24 whether it was false.
25 **Q. So you accuse them and then you're going**

Page 49

1 MR. MCCANTS: Objection to the form.
2 MR. MCLEOD: Object to the form.
3 THE WITNESS: No, I would not.
4 That's -- that's an odd question.
5 BY MR. PARKER:
6 **Q. You've had people while you've been mayor**
7 **that reported things that could be illegal to you,**
8 **haven't you?**
9 A. I have not had -- I do not recall other
10 people reporting things that potentially needed to be
11 investigated.
12 **Q. Nobody else has -- in all this time you've**
13 **been mayor, nobody has ever done that?**
14 A. Yes -- no, sir. We have a great town.
15 **Q. The only illegal activity you've had**
16 **investigated has been Mr. Odom's; is that correct?**
17 MR. MCLEOD: Object to the form.
18 THE WITNESS: I didn't -- I asked --
19 I gave them information for them to investigate.
20 BY MR. PARKER:
21 **Q. And you categorized it as illegal, didn't**
22 **you?**
23 A. No, I let them categorize it.
24 **Q. Well, I read from your letter where you**
25 **did. Why did you do that? You knew you shouldn't**

Page 50

1 have, didn't you?

2 MR. MCCANTS: Objection to the form.

3 THE WITNESS: I don't recall.

4 BY MR. PARKER:

5 Q. But you knew you shouldn't be accusing him

6 of illegal activities, didn't you?

7 MR. MCCANTS: Objection to the form.

8 THE WITNESS: I don't recall that.

9 BY MR. PARKER:

10 Q. Well, if you did it, you shouldn't have

11 done it, should you?

12 MR. MCCANTS: Objection to the form.

13 THE WITNESS: Hypothetical again.

14 That's a hypothetical question.

15 BY MR. PARKER:

16 Q. No. That's not a hypothetical because you

17 stated, "We believe there may be numerous other cases

18 of illegal activities."

19 A. Correct.

20 Q. And you're referring to Mr. Odom, correct?

21 A. For them to investigate, correct.

22 Q. So you are stating that it's your belief

23 that he's engaged in illegal activities?

24 A. Well, you mentioned to me earlier what did

25 I -- if I sent SLED a report why their garbage wasn't

Page 52

1 report from the attorney general's office.

2 BY MR. PARKER:

3 Q. Did you report that Mr. Odom had purchased

4 properties in Darlington, Williamsburg, and other

5 counties and that you thought that that was illegal?

6 A. I don't recall that. Is that in my -- is

7 that in the letter?

8 Q. That's what you state. You state that

9 Mr. Odom and William M. Callahan and their joint

10 business ventures purchased property in Chesterfield

11 and possibly other counties including Darlington and

12 Williamsburg and that -- and by at least one

13 individual, Mr. Odom, with no other known financial

14 means outside of his income as manager of the rural

15 water company. Did you think something was wrong

16 with him purchasing property?

17 A. No, sir.

18 Q. Well, why were you reporting that to SLED?

19 A. One -- I -- one report that came -- that

20 came on my lap was I -- when I came on council was he

21 did buy a piece of property locally that we got sued

22 for.

23 Q. That you got what?

24 A. We got sued. The town -- Mr. Odom and the

25 town were sued. He bought property at a tax sale

Page 51

1 picked up, was that illegal? I mean, I asked for

2 them to check into. They would not have checked into

3 it if there was a potential that we did not accuse.

4 Q. You believed he was engaged in illegal

5 activities, correct?

6 A. We wanted them to look into activities and

7 determine whether they were illegal or not.

8 Q. If you believe they were not illegal, you

9 wanted them to look and see that they were not

10 illegal?

11 A. Whatever they decided was -- I have not

12 received a report.

13 Q. But you know that what I just read to you,

14 they decided they were not illegal?

15 A. I have not received that.

16 Q. I said that. I read you what the

17 solicitor said about it. You don't agree with the

18 solicitor?

19 A. Didn't come to me. To my knowledge, the

20 investigation is still open.

21 Q. So in your mind, Mr. Odom is still guilty

22 of illegal activities that you reported?

23 MR. MCCANTS: Objection to the form.

24 MR. MCLEOD: Object to the form.

25 THE WITNESS: I still need to have a

Page 53

1 from an individual. He was mayor and the town

2 condemned -- confiscated property that taxes weren't

3 paid and he bought it. And come to find out, the

4 lady said she did pay it and proved she paid it and

5 sued us for taking the property from her.

6 Q. And who had done that?

7 A. Mr. Odom.

8 Q. He didn't sell the property, did he?

9 A. He owned the property.

10 Q. Oh, he bought the property, you're saying?

11 A. He purchased it at a tax sale.

12 Q. Bought it at a tax sale just like any

13 member of the public could have?

14 A. Yeah, but the person had paid their taxes.

15 Q. And somebody had made an error?

16 A. Well, the town did because the town -- at

17 that time, the town was responsible for collecting

18 back taxes.

19 Q. Mr. Odom didn't collect back taxes, did

20 he?

21 A. Did he what?

22 Q. Collect back taxes?

23 A. I don't understand your question.

24 Q. I'm asking you did Mr. Odom collect taxes

25 that were unpaid?

Page 54

1 A. No, he bought the property.
2 Q. Right. Well, he would have no knowledge
3 whether the person -- the only thing he would know is
4 the town is selling the property, correct?
5 A. Correct. As mayor, he knew that. Yes.
6 Q. Well, he would know it as an individual
7 because you have to advertise it, right?
8 A. Yes, sir.
9 Q. And what are you saying was wrong with
10 what he did?
11 A. No. I said he bought -- you asked me if
12 there was any indication of any property. This is
13 the only example I can give you.
14 Q. Oh, that's the only property you know he
15 bought?
16 A. Oh, no. He's probably bought a lot of
17 property. I understand he bought. I never got
18 documentation stating the property he's bought.
19 Q. What did you report Mr. Odom to the U.S.
20 attorney for?
21 A. To the U.S. attorney?
22 Q. Yes, to William N. Nettles, U.S. attorney?
23 A. I reported? Do you see a documentation
24 where I reported?
25 Q. That's what you said. I'll read you your

Page 55

1 Q. I haven't seen the letter to Mr. Nettles,
2 but this letter where you say you're going to do
3 that.
4 A. I'd have to have the contents of the
5 letter. I cannot recall that particular statement.
6 Q. In other words, you're going to send
7 something to the U.S. attorney to report Mr. Odom for
8 possible criminal prosecution and you don't remember
9 what it was?
10 A. No, sir. I did not recall sending that
11 unless I know the contents of the letter.
12 Q. Did you attempt to interfere with Mr. Odom
13 and Alligator's ability to obtain financing?
14 A. For a project?
15 Q. For projects.
16 A. What project?
17 Q. Any of them.
18 A. That project?
19 Q. Any project?
20 A. Yes, that project. I did.
21 Q. Which project?
22 A. Not attempted. I talked against the
23 project, not against him receiving money for it.
24 Q. Which project?
25 A. The sewer project.

Page 56

1 words. It says, "For your information, we are
2 forwarding a fourth area of possible public
3 corruption to William N. Nettles, United States
4 Attorney for South Carolina for investigation and, if
5 appropriate, prosecution." What are you talking
6 about?
7 A. Was that a letter written by our attorney?
8 Q. That's a letter written by you, signed by
9 you.
10 A. And what time was that? I'm not aware of
11 that.
12 Q. That's on January 9, 2012. And you're not
13 aware that you did that?
14 A. That I -- that I signed the letter, you
15 said?
16 Q. You did?
17 A. And it was sent to who?
18 Q. It was sent -- this letter was sent to
19 W. Allen Myrick, South Carolina Attorney General's
20 Office, but you're talking in there about contacting
21 Mr. Nettles, U.S. attorney, and reporting a fourth
22 matter to him for criminal -- possible criminal
23 prosecution. Now what are you talking about?
24 A. I don't know. What is the content of the
25 letter? I'm not aware. Explain the content.

Page 57

1 Q. Which sewer project?
2 A. Alligator's attempt to put a sewer
3 collection within the outskirts of the Town of McBee.
4 Q. And why did you oppose it?
5 A. Because the citizens did not want to have
6 a sewer center collection collecting sewage from all
7 the other towns around brought into the Town of
8 McBee. I did that as a protection for the citizens.
9 MR. MCI FOD: Mr. Parker, can we get a
10 few minutes break?
11 MR. PARKER: Sure. That would be
12 good.
13 (Off the record.)
14 BY MR. PARKER:
15 Q. Mr. Campolong, have you ever stated to
16 anyone -- to anyone that Alligator has taken
17 kickbacks that would be illegal if they were a public
18 firm?
19 A. No, sir.
20 Q. Have you ever stated that in any documents
21 or anything?
22 A. No, sir.
23 Q. Have you ever sworn that to be true?
24 A. No.
25 Q. Do you know of any illegal or any

Page 58

1 kickbacks they've taken?
2 A. Explain kickbacks.
3 Q. I don't know. That was your words.
4 A. My word?
5 Q. Or your lawyer's word that you signed and
6 verified.
7 A. And what occasion was that?
8 Q. It's in your affidavit -- the affidavit
9 you signed. Do you recall signing the affidavit in
10 the Town of McBee vs. Alligator Rural Water and Sewer
11 Company?
12 A. I don't recall mentioning anything about
13 kickbacks.
14 Q. If it was used in there, you don't know
15 why it was?
16 A. I don't know that it was used in there.
17 Q. Well, the document will speak for itself.
18 Do you remember a meeting about the town's water that
19 Mr. Odom was present at with you and other members of
20 the town -- other employees of the town?
21 A. State that again.
22 Q. Do you remember a meeting that Mr. Odom
23 had that you were present at and other employees of
24 the town where it was discussed about how to utilize
25 the wells that the town maintained and how to

Page 59

1 incorporate that with Alligator's supply?
2 A. I don't recall.
3 Q. You don't recall that ever happening?
4 A. No.
5 Q. You don't recall there being a discussion
6 how Alligator was going to handle the water for the
7 town?
8 A. No, sir.
9 Q. And you have no knowledge of that?
10 A. No, sir.
11 Q. Who is the employee with the town in
12 charge of water?
13 A. Now?
14 Q. Now and in the past?
15 A. Well, in the past was Joey McLeod before I
16 came on board.
17 Q. And after you were on board, who was it?
18 A. Well, Alligator was running it until we
19 hired our own management people.
20 Q. And when was that?
21 A. It was after I became mayor.
22 Q. What year, approximate?
23 A. Probably '09.
24 Q. And why did y'all do that?
25 A. Because we were -- we were -- we wanted to

Page 60

1 run our own water system and we were advised by our
2 attorneys that we had to have a -- operate with an --
3 have an O&M person capable with credentials to be
4 able to operate a system.
5 Q. When you say O&M, what do you mean?
6 A. Operation and management.
7 Q. So you had to hire somebody to do that?
8 A. Yes.
9 Q. How much did you pay them?
10 A. I don't recall.
11 Q. Approximately?
12 A. I don't recall.
13 Q. So that's a cost that would have to be
14 passed onto the water consumer, correct?
15 A. Correct. We had a -- in the meantime we
16 had an evaluation made to see that we could sustain
17 those costs.
18 Q. How much money did y'all borrow -- did the
19 town borrow to operate its own water system?
20 A. To operate its own -- we didn't borrow any
21 money to operate its own water system.
22 Q. To get it ready and to hire the people,
23 you didn't have to borrow any money?
24 A. No, sir.
25 Q. Did you dig any wells?

Page 61

1 A. No, sir. Those were done during -- prior
2 to that, I guess, by Odom.
3 Q. So y'all didn't have to do anything as far
4 as that?
5 A. No.
6 Q. And before we broke, I asked you about a
7 fourth item of public corruption concerning Mr. Odom
8 that was referred to William Nettles. Have you
9 remembered anything about that?
10 A. No, sir.
11 Q. You don't know anything about it?
12 A. I don't recall anything unless I see
13 the -- you read the complete -- I do not recall
14 anything.
15 Q. Have you ever made a statement that
16 Mr. Odom had taken property illegally in his own
17 name?
18 A. No, sir.
19 Q. Never have? Do you know of anything he's
20 done like that?
21 A. I don't recall anything I know of. He
22 received illegally you said?
23 Q. Yes.
24 A. You keep using the word "illegally" and I
25 can't -- I can't correlate that.

Page 62

1 **Q. You understand the term, don't you?**
2 A. Not the way you're using it.
3 **Q. Well, I'm using it --**
4 A. I mean, people --
5 **Q. -- illegal as the term means. What**
6 **illegal means is not lawful.**
7 A. I know I don't need to be asking you
8 questions, but how could anyone obtain -- what
9 would -- give an example how you could obtain
10 property illegally? I'm not aware of anything.
11 **Q. Well, you could easily do it by making**
12 **misrepresentations or not having -- you could**
13 **transfer it illegally from a corporation that owned**
14 **it to yourself and not pay for it. There's all kinds**
15 **of ways you can obtain property illegally. I promise**
16 **you there's a lot of ways you can do it.**
17 A. Well, I have not -- I've never questioned
18 that he's done anything -- obtained property
19 illegally.
20 **Q. Do you know of anything whatsoever that**
21 **Mr. Odom has done illegally?**
22 A. Again, I can't determine illegally. I let
23 the right authorities determine that whether he's
24 done anything illegally.
25 **Q. How much does it cost to operate the**

Page 64

1 A. Has it been -- I don't think it's ever
2 been determined. It's still in the courts.
3 **Q. Did the town borrow some money to install**
4 **a charcoal treatment for the water system?**
5 A. A filter system?
6 **Q. Yes.**
7 A. No.
8 **Q. Where did the money come from?**
9 A. Part of it came out the town's funds and
10 the rest came from the rural infrastructure grant.
11 **Q. You didn't have to pay -- you don't have**
12 **to pay the grant back?**
13 A. No, it was a complete grant.
14 **Q. And how much was the grant?**
15 A. The grant was 300 -- I think \$350,000.
16 **Q. And how much did the town pay?**
17 A. \$150,000.
18 **Q. So it cost \$500,000?**
19 A. Yes, sir.
20 **Q. How are you going to get that money back?**
21 A. How are we going to get it back?
22 **Q. Yes.**
23 A. How are we going to get what back, the
24 \$350,000?
25 **Q. No. The \$500,000 that was spent on the**

Page 63

1 **town's water system and use charcoal treatment? How**
2 **much does it cost; do you know?**
3 A. Charcoal treatments?
4 **Q. Yes.**
5 A. We don't -- we don't -- first of all,
6 we're not -- we don't have charcoal treatment. We
7 have lime.
8 **Q. You use what, lime?**
9 A. It's a lime-type treatment, but we're not
10 using at the moment as long as we're required to buy
11 water from Alligator.
12 **Q. You're still buying water from Alligator?**
13 A. Yes, sir.
14 **Q. And why are you doing that?**
15 A. Because of the injunction that Alligator
16 filed.
17 **Q. They filed for it to require you to buy**
18 **from them because there was a contract?**
19 A. No. They required us to not be able to
20 operate our own water system is what the injunction
21 reads.
22 **Q. And why did the judge rule that way?**
23 A. There's an injunction.
24 **Q. I mean, why did he decide that? You don't**
25 **know?**

Page 65

1 **treatment. Don't you have to recoup it somehow or**
2 **the town citizens are just going to absorb it with**
3 **taxes?**
4 A. Oh, no. It's part of the water -- part of
5 the water revenue. It came out of the water revenue.
6 **Q. So you're going to use the water revenue**
7 **to offset the cost?**
8 A. We have to use the water revenue. It's a
9 requirement.
10 **Q. Was McBee's well number one shut down as**
11 **contaminated in 2009?**
12 A. No, sir.
13 **Q. Did DHEC find that there were high levels**
14 **of three chemicals: DBCP, EDB, and trichlorethylene**
15 **in the water?**
16 A. No. In the last -- the last report that
17 we got that was made -- it was made and also
18 forwarded to DHEC that we had no contaminations.
19 **Q. Did they ever find those -- that**
20 **contamination in the water at McBee?**
21 A. In McBee?
22 **Q. Yes.**
23 A. I think they -- that's prior to my coming
24 aboard. I think I understand that they did find
25 contaminations, again, not -- not above the MCL

Page 66

1 levels that would restrict it as used for potable
2 water. And I can refer back to your question
3 earlier, why did we spend the \$500,000.
4 **Q. Right.**
5 A. To prevent any contamination going into
6 our water our.
7 **Q. In other words, filter it out?**
8 A. Yes, sir.
9 **Q. The water might be contaminated. But if**
10 **you filter it out, it's all right, correct?**
11 A. That's correct.
12 **Q. Has the filter been working?**
13 A. Yes, sir. It's been checked every month.
14 **Q. How long were the wells at McBee -- the**
15 **Town of McBee's wells closed?**
16 A. How long?
17 **Q. Yes.**
18 A. Since 2009.
19 **Q. Since 2009 they were closed?**
20 A. The wells, you mean, stopped producing?
21 **Q. Correct.**
22 A. As far as stopped producing to be served
23 since 2009 when Alligator built a line to their
24 system to supply the town.
25 **Q. When did McBee get a permit to be able to**

Page 68

1 **Q. Yes.**
2 A. The town -- the wells are not reopened
3 until we --
4 **Q. Did they vote to reopen, is what my**
5 **question was?**
6 A. Oh, yeah, the town council. I don't know
7 if specifically they -- it was documentation that
8 they voted, but I think there was an understanding
9 many years ago that the town wanted to operate its
10 own water system.
11 **Q. How do you get an understanding of that?**
12 **Where did you --**
13 A. From the town council.
14 **Q. Tell me what a town council understanding**
15 **is.**
16 A. Well, I might be using the wrong
17 terminology, but it was the desire of the town
18 council that we operate our own water.
19 **Q. Well, the way you express desires, as I**
20 **understand it legally, is you have to take a vote on**
21 **the matter, the town council. And if it passes, then**
22 **that's the will of the town and of the council. Was**
23 **there a vote taken on it?**
24 A. I don't recall specifically a date or
25 when. I think there has been -- and it might have

Page 67

1 **operate its own water system?**
2 A. From my knowledge, when Mr. Odom was mayor
3 of the town, he told DHEC that we did not need a
4 water permit and it was -- it was taken away from us.
5 I think it was under my efforts that we continue --
6 we discussed about with our O&M and engineers and
7 feasibility report, DHEC restored our water permit.
8 **Q. When?**
9 A. Which is in -- I think it was in 2009 or
10 2010.
11 **Q. Could it have been 2013?**
12 A. It could have been 2013. I'm not sure. I
13 know that we have it. It seems like it was done
14 before that, but possibly not.
15 **Q. How much money have you paid Oliver**
16 **Environmental Services for work on McBee's water**
17 **system?**
18 MR. MCLEOD: Object to form.
19 THE WITNESS: That's just a normal
20 maintenance cost and I don't know the exact amount of
21 money. It's included in the budget.
22 BY MR. PARKER:
23 **Q. Did the town council vote to reopen the**
24 **wells?**
25 A. To reopen?

Page 69

1 been a vote taken back in 2006 or 2007 that the town
2 would -- should have their own water system back.
3 The efforts to retain the water system were done
4 before I came on board.
5 **Q. The town has been asked to furnish records**
6 **concerning any meetings or any council action to open**
7 **the wells, hasn't it? Do you recall a Freedom of**
8 **Information Act request for that?**
9 A. Can you repeat that again?
10 **Q. Do you recall a Freedom of Information Act**
11 **request for any documents concerning reopening the**
12 **wells?**
13 A. No, I don't recall.
14 **Q. Did a reporter from The State newspaper**
15 **ask you to provide him information concerning the**
16 **opening of the two wells?**
17 A. No, I don't recall that.
18 **Q. Did you accuse the paper of running after**
19 **bad facts?**
20 A. Running? Excuse me?
21 **Q. Running after bad facts concerning the**
22 **reopening of the wells?**
23 A. I don't understand.
24 **Q. Excuse me. I said State paper. It's WIS.**
25 **Did you accuse a reporter from WIS of running after**

Page 70

1 **bad facts concerning --**
2 A. Oh, bad facts. No, I don't recall.
3 **Q. Did you read an article in which the**
4 **reporter stated that you wouldn't open -- wouldn't**
5 **answer multiple questions concerning the town's plan**
6 **to filter water?**
7 A. I don't recall that. That I wouldn't
8 answer questions?
9 **Q. Yes.**
10 A. I don't recall.
11 **Q. Where did the contamination come from that**
12 **you've had to spend \$500,000 for charcoal on?**
13 A. Where did it come from, the contamination?
14 **Q. Yes.**
15 A. You're going to have to ask someone that
16 question more chemically or a geologist has more
17 information where it comes from. If we all knew
18 where it come from, it would be great. We do know
19 how to prevent it from infiltrating into our water.
20 **Q. I misunderstood something, obviously,**
21 **because I asked you early on whether or not the wells**
22 **were contaminated and that's why Alligator took over**
23 **the system and you said no, the wells weren't**
24 **contaminated.**
25 A. To the extent that I also said it was not

Page 72

1 **Department of Agriculture office of inspector general**
2 **about Mr. Odom or Alligator?**
3 A. I recall maybe a call. I don't know --
4 from the office of the U.S. Department of
5 Agriculture?
6 **Q. Correct.**
7 A. Yeah. One time they called me in regard
8 to the sewer opening, called me from Hartsville when
9 Hartsville was accepting only sewage that was coming
10 from this area into Hartsville and they did give me a
11 call to verify some things. I don't recall exactly
12 what the conversation was regarding.
13 **Q. Did you talk with anyone with rural**
14 **development in Florence?**
15 A. In regard?
16 **Q. To Mr. Odom or Alligator.**
17 A. Yeah. I talked to the Florence U.S.
18 Department, yeah, in regard to the same thing
19 probably, looking into some of the records of the
20 sewage and what have you.
21 **Q. Sewage, not water?**
22 A. I don't recall water.
23 **Q. Have you ever had any discussions with any**
24 **employee of Nestle about Glenn Odom?**
25 A. No, not that I recall.

Page 71

1 above the MCL level of being able to be able to use
2 it.
3 **Q. But they were contaminated enough that you**
4 **spent \$500,000?**
5 A. To completely be sure that it never
6 obtained those MCL levels that you couldn't operate
7 and for the safety of the citizens and for the
8 benefit of the citizens. As I mentioned before,
9 that's my obligation.
10 **Q. Have y'all asked DHEC to approve the**
11 **reopening of the wells?**
12 A. They have approved it.
13 **Q. When was that?**
14 A. About maybe a year and a half or two ago.
15 We did reopen it, incidentally.
16 **Q. You did reopen it?**
17 A. Yes, sir.
18 **Q. So it's open now?**
19 A. No.
20 **Q. Because of the lawsuit?**
21 A. Correct.
22 **Q. Have you talked with anyone from the U.S.**
23 **attorney's office about Mr. Odom?**
24 A. No.
25 **Q. Have you talked with anyone with the**

Page 73

1 **Q. About Alligator?**
2 A. Not that I recall.
3 **Q. Who do you know with Nestle that works**
4 **there?**
5 A. I knew the original search people that
6 came in. I think it's a Johnson. And the kind of
7 management of the operation, Mr. Telly, Less Telly.
8 **Q. When was that?**
9 A. Well, on occasion they come and see me and
10 talk to me about relationships and so forth, and
11 probably the last time has been maybe six months ago,
12 I believe.
13 **Q. Did you discuss anything with them about**
14 **Mr. Odom or Alligator?**
15 A. Not that I recall.
16 **Q. Never had any discussion?**
17 A. It was general discussions between the
18 individuals and the town between the two entities.
19 **Q. Were you aware that DHEC had found that**
20 **the town water contained asbestos contamination?**
21 A. That's what I heard. Not that they
22 contained it. That it was being delivered with
23 asbestos distribution system.
24 **Q. It came from asbestos contaminants in the**
25 **water from the deterioration of an old asbestos**

Page 74

1 cement water line? Is that your understanding?

2 A. Yes.

3 Q. Did y'all replace those asbestos water

4 lines?

5 A. Mr. Odom was mayor at the time.

6 Q. Were they replaced?

7 A. They were replaced, yes.

8 Q. Did you authorize a lawsuit against

9 Mr. Odom and Alligator by the Town of McBee?

10 A. By the Town of McBee?

11 Q. Right.

12 A. Not that I recall.

13 Q. Has the Town of McBee paid attorneys

14 pursuing Alligator Rural Water and Sewer Company?

15 Have y'all -- has the Town of McBee paid attorneys to

16 sue Alligator Rural Water?

17 A. For what?

18 Q. For anything.

19 A. I can't recall anything that we've sued

20 Alligator Rural Water for. I think in most cases,

21 all them suits came from Alligator to the town.

22 Q. What do you know of that Mr. Odom has done

23 illegal that you have personal knowledge of?

24 A. Illegal, I do not know.

25 Q. Do you know anything?

Page 76

1 been given were done by his -- his people that -- the

2 people we had operating our water system before

3 Alligator took over. When we -- when it closed down

4 our water system -- our water operation, he hired the

5 personnel that was operating ours to operate theirs

6 and I think together they were reading meters

7 together.

8 Q. Well, what else has Alligator done?

9 A. Well, that was it.

10 Q. They were reading meters and what else?

11 A. They were reading meters together, meters

12 established on our property.

13 Q. Right. What else? Did they do anything

14 else other than that?

15 A. Well, that's the thing that you asked me

16 about. I don't know -- I don't know what else. They

17 could be petty things.

18 Q. You can't recall any other things?

19 A. No.

20 Q. Did you ever meet with any -- any type of

21 law enforcement agent other than the SLED agent that

22 met with you and your daughter and lawyer?

23 A. I do not recall anything -- anyone.

24 Q. As far as you know, you've talked to no

25 one?

Page 75

1 A. Other than the things that you read and

2 I've stated I thought were not ethical.

3 Q. That were what, not ethical?

4 A. Yeah. It was up to the determination of

5 the attorney general's office or SLED to determine

6 whether they're illegal.

7 Q. You tell me what things you think that

8 Mr. Odom or Alligator has done that are unethical?

9 A. Well, I don't think charging the Town of

10 McBee for nine years for water that was our own

11 water.

12 Q. All right. What else?

13 A. That's -- that's not -- well, that is

14 mainly the thing that concerns me a little bit. For

15 nine years we received our own water and paid for our

16 own water and paid Alligator for the water.

17 Q. And you're testifying that during that

18 time, none of that water came from Alligator's wells?

19 A. It came from McBee's wells.

20 Q. None of it came from Alligator?

21 A. Not to my knowledge.

22 Q. Do you know?

23 A. Yes, I know from the records that we have.

24 Q. What records?

25 A. The meter readings and so forth that we've

Page 77

1 A. Correct.

2 Q. What is the status of the lawsuit against

3 Alligator by the Town of McBee?

4 MR. MCLEOD: Object to form.

5 THE WITNESS: A lawsuit -- status of

6 the lawsuit from McBee to Alligator?

7 BY MR. PARKER:

8 Q. Yes.

9 A. There are two -- there are two -- there

10 are two lawsuits involved. One is involved in an

11 injunction against Alligator to provide water to

12 McBee's primary account and the other injunction is

13 from Alligator to the Town of McBee that we cannot

14 pump our own water.

15 Q. What's the status of those lawsuits?

16 A. Well, the current one -- the main one is

17 in progress. It's still in the hands of the courts.

18 There's been some mediation done between the two

19 parties and there's been one or two motion hearings.

20 Q. How much has the Town of McBee spent on

21 those lawsuits?

22 A. I don't know exactly.

23 Q. Approximately?

24 A. It's been -- it's been a figure that we --

25 I do not like to budget for.

Page 78

1 Q. How are you going to pay for it if you
2 don't budget for it?
3 A. Well, that's right. We don't like to, I
4 said. We're having to.
5 Q. How much is it?
6 A. I don't have those figures.
7 Q. Approximately?
8 A. I have no idea the figure. I know they're
9 absorbent.
10 Q. Absorbent?
11 A. Yeah. For a small town like McBee with a
12 \$450,000 budget -- \$485,000 annual budget, that's a
13 heck of -- 10 percent of \$2 million is very little
14 money. Ten percent of \$400,000 is a heck of a lot of
15 money.
16 Q. Some people would say \$200,000 is a good
17 bit of money. I'm sure that -- maybe not Mr.
18 Campolong, but still the --
19 MR. MCCANTS: Objection to the form.
20 BY MR. PARKER:
21 Q. Have you ever had a meeting with
22 Mr. McLeod about Mr. Odom?
23 A. Mr. Kemp McLeod?
24 Q. Mr. A.C. McLeod who is here. Kemp is his
25 nickname. It may be a given name. I don't know.

Page 80

1 A. To my recollection, yes.
2 MR. PARKER: Let's take a break a
3 minute. We're about to finish up.
4 (Off the record.)
5 BY MR. PARKER:
6 Q. Just a couple more questions,
7 Mr. Campolong. Did you ever state that Glenn Odom
8 while he was mayor that \$400,000 in McBee's bank
9 account said it had been depleted?
10 A. No. I -- I -- the bank account wasn't
11 depleted. I never stated -- what did you say?
12 Q. I asked you if you ever stated that
13 \$400,000 in McBee's bank account during the term of
14 when Mr. Odom was mayor had been depleted?
15 A. No.
16 Q. How much is it going to cost you -- how
17 much have you spent, the Town of McBee, to be able to
18 reestablish its own water system? How much has the
19 Town of McBee spent?
20 A. I don't have those figures.
21 Q. Approximately?
22 A. Several thousand dollars, I'm sure.
23 Q. A million dollars?
24 A. I don't think so.
25 Q. \$500,000? I know we've already agreed

Page 79

1 I'll ask him when we get to him.
2 A. Okay. Have we ever had a discussion
3 regarding --
4 Q. About Mr. Odom.
5 A. We've had discussions regarding the
6 progress of the various lawsuits and the process of
7 what -- how we're going to get back our water system
8 and what we're doing physically to get back our water
9 system.
10 Q. Did you talk with him about the letter you
11 wrote to SLED?
12 A. He signed it.
13 Q. I know he signed it, but I'm asking you
14 did you talk with him about it?
15 A. No. He read it and he signed it.
16 Q. My question is: Did you talk with him
17 about it?
18 A. I asked him to read it and sign it.
19 Q. Where were you when you asked him to read
20 and sign it?
21 A. I don't recall. It might have been in his
22 place of business.
23 Q. Is that the only time you've talked with
24 him about the letter and the information in that
25 letter to SLED?

Page 81

1 that you spent \$500,000 on a charcoal system. So how
2 much in addition to that?
3 MR. MCCANTS: Objection to the form.
4 THE WITNESS: I have no record. That
5 figure I know specifically because I worked on it
6 pretty in-depth.
7 MR. PARKER: I don't have any further
8 questions. Thank you.
9 MR. MCCANTS: No questions.
10 MR. MCLEOD: I don't have any
11 questions.
12 MS. TOWLE: No questions.
13 THE COURT REPORTER: It's the policy
14 of our office now that we have to put your orders on
15 the record. So if we can just go around the room and
16 you just tell me if you want to order. And if so,
17 what you would like.
18 MR. MCCANTS: Electronic for me.
19 MR. MCLEOD: Electronic is fine with
20 me.
21 MS. TOWLE: Electronic as well.
22 (The witness, after having been
23 advised of his right to read and sign this
24 transcript, does not waive that right.)
25 (The deposition was adjourned at 12:34 p.m.)

Page	Line	Change	Reason
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KIMBERLY T. POWER, CCR
My Commission Expires: 04/24/25

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19

Kimberly T. Power, Court Reporter
My Commission Expires: 4/24/2025

E X H I B I T S
(No exhibits.)

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF CHESTERFIELD

3
4 GLENN C. ODOM,

5 Plaintiff,

6 vs.

CASE NO. 2018-CP-13-275

7 JOHN CAMPOLONG and A.C. MCLEOD,

8 Defendants.

9
10 DEPONENT: MARION STEPHENS, III

11 DATE: January 8, 2019

12 TIME: 2:40 p.m.

13 LOCATION: McBee Town Hall
38 W. Juniper Avenue
14 McBee, SC

15 TAKEN BY: Counsel for the Plaintiff

16 REPORTED BY: KIMBERLY T. POWER, CR

17
18
19 A. WILLIAM ROBERTS, JR. & ASSOCIATES
Fast, Accurate & Friendly

20
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ALSO PRESENT: JOHN CAMPOLOG
ALEXANDER C. MCLEOD

(INDEX AT REAR OF TRANSCRIPT)

Page 4

1 **Q. And tell me something about your**
2 **background, where you've worked, what you've done?**
3 A. Well, I worked for the Chesterfield
4 County -- my first job in the county was at the
5 sheriff's department in 1998. I worked as a deputy
6 sheriff from 1998 until 2009. I had some injuries
7 that took me out of work for a while. I went back to
8 work again in 2011 in Cheraw as a police officer
9 there, and I left Cheraw and came to work here at the
10 Town of McBee until 2013 when I got sick and had to
11 get out of law enforcement.
12 **Q. And are you on town council/city council?**
13 A. Yes, sir. I ran for the council during
14 the time that I was sick.
15 **Q. And you are presently serving on city**
16 **council?**
17 A. Yes, sir.
18 **Q. And have you been -- what type of**
19 **education have you had?**
20 A. I have a bachelor's in criminal justice.
21 **Q. And where is that from?**
22 A. South Carolina State University.
23 **Q. Did you -- have you played football?**
24 A. Yes.
25 **Q. I noticed you have some size to you. Did**

Page 3

1 MARION STEPHENS, III,
2 being first duly sworn, testified as follows:
3 EXAMINATION
4 BY MR. PARKER:
5 **Q. Mr. Stephens, I'm Johnny Parker. I**
6 **represent Mr. Odom concerning a case we've brought**
7 **that's entitled Odom vs. Campolong and**
8 **Mr. A.C. McLeod. Before we get started in your**
9 **deposition, I'm going to ask you a bunch of**
10 **questions. Once the deposition starts, you can't**
11 **talk with anybody about your testimony. So I'm**
12 **required by the rules to tell you that.**
13 A. All right.
14 **Q. But state your full name.**
15 A. Marion Stephens, III.
16 **Q. And your address?**
17 A. 404 South 2nd Street, McBee, South
18 Carolina.
19 **Q. How long have you lived here?**
20 A. I've lived at that address for almost 20
21 years.
22 **Q. How long have you lived in McBee?**
23 A. I've been in McBee since I was two.
24 **Q. How old are you?**
25 A. Forty-seven.

Page 5

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**

Page 6

1 he had illegally used this money, \$850,000. Have you
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 --

Page 8

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

Page 7

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

Page 9

1 I'm a lawyer representing Mr. Campolong. Okay?
2 A. Yes, sir.
3 Q. I have a few follow-up questions. You've
4 used the words "crook, stole money." Mr. Campolong,
5 did he use those words?
6 A. Yes, sir.
7 Q. And when precisely, specifically, did he
8 use those words in your presence?
9 A. Like I said, it's been several occasions
10 when we have council meetings, any time that the
11 water situation comes up, that -- it goes back to
12 Mr. Odom having stole money from the -- you know,
13 from the town, he's a crook and knowing he was the
14 mayor here, he stole money from the town or, you
15 know, and the whole situation with the water thing
16 there, you know. They keep saying that it was some
17 foul stuff done during that. But, again, whenever we
18 asked about, you know, the proof of it, nobody never
19 be able to produce anything.
20 Q. Okay. So you said a couple of things
21 there. First off, you can't give me the dates,
22 correct?
23 A. No. I mean, it's -- shoot. Like I said,
24 again, any time that we have a council meeting -- you
25 can look back in the minutes when we have council

Page 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**

Page 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**

Page 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**

Page 13

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.

Page 14

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 --

Page 16

1 whatever the conversation which I'm referring to when
2 they said that, you know, think he had something to
3 do with it was the main out at -- on 3rd Street.
4 **Q. Okay. And 3rd Street is not in the**
5 **direction of A.O. Smith; is that correct?**
6 A. No.
7 **Q. It's US 1?**
8 A. Uh-huh.
9 **Q. Okay. Have you talked to anybody today**
10 **about your appearing today for this deposition?**
11 A. Other than my principal told me that I had
12 to be here.
13 **Q. I'm sorry. Principal?**
14 A. Yeah.
15 **Q. I'm sorry. Remind me --**
16 A. My principal at my job, my work at school.
17 I talked to my principal and told him I had to be
18 here.
19 **Q. Have you talked to Ms. Bolton?**
20 A. She called me and told me y'all was
21 looking for and that was it.
22 **Q. Okay. And you're related to Ms. Bolton,**
23 **correct?**
24 A. Correct.
25 **Q. You're her nephew, correct?**

Page 15

1 until I got on the council, that's when I discovered,
2 you know, they said that the town does not pump their
3 own water. It's being supplied by Alligator Water.
4 **Q. That's where the water issue comes up**
5 **during the council meeting?**
6 A. Yes, sir. Uh-huh.
7 **Q. Okay. Have you heard about the water line**
8 **being punctured out near A.O. Smith?**
9 A. Have I heard the water line got punctured
10 by A.O. Smith?
11 **Q. No, out in that area. Do you know**
12 **anything about that?**
13 A. No, not a water line being punctured. The
14 only times that I heard --
15 **Q. How about broken?**
16 A. The times that I remember that term being
17 used, punctured or broken, and it was being pointed
18 at him was when it was over in the neighborhood which
19 I live in over in that area off of 3rd Street.
20 **Q. Okay. Let me break down what you just**
21 **said. When you pointed at him, are you talking about**
22 **Mr. Odom?**
23 A. Mr. Odom, yeah.
24 **Q. And where did you live?**
25 A. I live on 2nd Street, but the wear main or

Page 17

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

Page 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,**

Page 20

1 **in Chesterfield County?**
2 A. My mother is. My father is deceased.
3 **Q. What's your mother's name?**
4 A. Jessie Sowell.
5 **Q. And then who was your father?**
6 A. Everett Sowell.
7 MR. MCCANTS: I apologize. Can you
8 spell that?
9 THE WITNESS: S-O-W-E-L-L.
10 BY MR. MCLEOD:
11 **Q. And was your mother a Stephens before she**
12 **married a Sowell?**
13 A. Yes, sir.
14 **Q. And what about aunts and uncles, other**
15 **than Bolton, that live in Chesterfield County?**
16 A. That live in Chesterfield County?
17 **Q. Yes, sir.**
18 A. My dad's twin sister, Evelyn. That's it.
19 Everybody else that did live here are deceased.
20 **Q. Any first cousins?**
21 A. Uh-huh.
22 **Q. Who are those folks?**
23 A. Curtis Sowell, Charlene Butler,
24 Stacy Elder. That's all.
25 **Q. And any other extended family? Do you go**

Page 19

1 **correct? You just hear it, correct?**
2 A. Yeah. I heard what he said and
3 comprehended what he said.
4 **Q. Okay. All right. Mr. McLeod is going to**
5 **ask you some questions probably about your family in**
6 **this area. So I'm going to turn it over to him for a**
7 **moment.**
8 EXAMINATION
9 BY MR. MCLEOD:
10 **Q. Mr. Stephens -- it's Stephens, right?**
11 A. Uh-huh.
12 **Q. Okay. S-T-E-V-E-N-S?**
13 A. P-H-E-N-S.
14 **Q. P-H-E-N-S. Okay. And then you live on**
15 **2nd Street here in McBee?**
16 A. Uh-huh.
17 **Q. Who do you -- and if you say yes or no.**
18 A. Yes, sir. Yes, sir.
19 **Q. Who do you live there with?**
20 A. I live alone.
21 **Q. Okay. And then your family that's in**
22 **Chesterfield County that's over the age of 18, do you**
23 **have any brothers or sisters?**
24 A. No, sir.
25 **Q. Do you have any -- are your parents living**

Page 21

1 **to any family reunions or anything like that in**
2 **Chesterfield County?**
3 A. Yeah, they always had it at my aunt's
4 house right up the road from my house. Stacy's
5 house.
6 **Q. What family is that?**
7 A. That's my dad's side. Not my family. My
8 stepfather's family, but not my -- the Roary, you
9 know, my mom's side.
10 **Q. So it would be the Sowell's?**
11 A. Uh-huh.
12 **Q. And then do you -- are you a member of a**
13 **church here?**
14 A. In Chesterfield County, but not in town.
15 **Q. Which one is that? What church?**
16 A. Church that I'm a member of?
17 **Q. Yes.**
18 A. The church I'm a member of is Hopewell
19 Baptist -- excuse me, New Hopewell Baptist in Bird
20 Town area, Darlington County. And I pastor a church
21 here in Chesterfield County.
22 **Q. Which church is that?**
23 A. Bethel Baptist Church.
24 **Q. How long have you done that?**
25 A. This is going on my second year.

Page 22

1 **Q. Where is that located?**
2 A. Highway 52 South, just outside -- about
3 five miles outside of here.
4 **Q. Is it south the side of here or south of**
5 **Cheraw?**
6 A. Well, it's -- it would be north if it's
7 out here, but it's south of Cheraw.
8 **Q. Okay. That's right. That's what I**
9 **thought. Have you ever pastored any other church in**
10 **Chesterfield County?**
11 A. No.
12 **Q. Are you a member of any kind of groups or**
13 **organizations?**
14 A. Yeah, I'm a mason.
15 **Q. Where is your -- where is your masonic**
16 **lodge that you're --**
17 A. Mt. Pisgah 217 right here on Highway 151.
18 **Q. Do you hold any offices in that**
19 **organization?**
20 A. Yeah.
21 **Q. Which ones are they? What office?**
22 A. I'm a senior ward.
23 **Q. How long have you been a mason?**
24 A. Since 1992.
25 **Q. Any other organizations or groups that**

Page 24

1 A. Not in that -- not -- not in that in-depth
2 as they are. We're just on the surface, so to speak.
3 **Q. Do you have operating money to help out**
4 **the --**
5 A. No. Anything we were doing, we were doing
6 out of pocket.
7 **Q. Does anybody -- the community give you**
8 **donations to help out with your cause?**
9 A. Anything we did, we come out of pocket
10 ourselves.
11 **Q. Okay. So have you ever received any**
12 **donation from Alligator Rural Water for that group of**
13 **folks?**
14 A. No.
15 **Q. Have you ever received anything from**
16 **Mr. Glenn Odom personally for that group of -- for**
17 **your group?**
18 A. No.
19 **Q. Any other groups or organizations, clubs?**
20 **Are you the member of any club?**
21 A. Huh-uh. No, sir.
22 **Q. Where are you currently employed?**
23 A. Lancaster County School District.
24 **Q. And which school there?**
25 A. South Middle School.

Page 23

1 **you're a member of?**
2 A. I founded a men's group here in town,
3 CMIA, Courageous Men In Action.
4 **Q. And are you still involved in that group?**
5 A. Uh-huh.
6 **Q. That's a yes?**
7 A. Yes, sir.
8 **Q. What kind of things do the Courageous Men**
9 **In Action do?**
10 A. It's more of just geared towards the
11 individual -- the individual development, so to
12 speak, of some younger guys. We went into -- a lot
13 of times, you know -- up until I started back
14 working, we were doing things, you know, going to the
15 school systems and, you know, being present there,
16 reading to some of the younger kids. We helped out
17 some with -- when I was working as an officer here in
18 the town, we helped out some with some of the traffic
19 and stuff at the elementary school just, you know,
20 just kind of going on and doing some mentoring with
21 some of the younger --
22 **Q. Are you familiar with Pathfinders up in**
23 **Cheraw?**
24 A. I am.
25 **Q. Is your group similar to what they do?**

Page 25

1 **Q. And South Middle, is that in Lancaster?**
2 A. Yes, sir.
3 **Q. And then what's your job there?**
4 A. I'm a literacy instructor.
5 **Q. Do you have to have any additional**
6 **training other than your B.S. from South Carolina**
7 **State to get that job?**
8 A. Yes, sir. When I got hired, I had to go
9 to some training for Fountas and Pinnell training to
10 be able to use the system.
11 **Q. How long have you been doing that job?**
12 A. This is my second year.
13 **Q. And who is your supervisor there or who is**
14 **your -- who do you answer to there?**
15 A. The principal, Joyce Crimminger.
16 **Q. Crimminger?**
17 A. Uh-huh. Yes, sir.
18 **Q. Do you still maintain your law enforcement**
19 **credentials?**
20 A. No, sir.
21 **Q. And when you said you got injured as a**
22 **Chesterfield County sheriff deputy, what happened in**
23 **that situation?**
24 A. I got into a fight with a mental patient
25 and I had to have to surgery on my neck and my

Page 26

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

Page 28

1 **Q. Have you ever heard that said by anybody**

2 **else in town?**

3 A. Yes, sir. Some other council members

4 have. Yes, sir. Mr. Sutton I've heard. Former

5 council member and current youth -- I mean, Shilon

6 Green, he's our youth -- I mean, our recreation

7 department person and he's over the recreation

8 department. I've heard him make the same statement

9 too.

10 **Q. Were those in executive session or some**

11 **other time?**

12 A. Well, Mr. Green, he's not on the council.

13 He wasn't in executive session making that. He was

14 just talking, you know, just out in general public.

15 But with the other council members, it's been in

16 executive session.

17 **Q. And how about anybody else in the**

18 **community?**

19 A. I haven't heard anybody say that.

20 **Q. Have you heard anybody else in the**

21 **community say anything that would be considered**

22 **defamatory about Mr. Odom?**

23 A. No, not to me.

24 **Q. What's your term on council? You're on**

25 **council right now?**

Page 27

1 anything specifically.

2 **Q. All right. So as far as the general**

3 **statements that you've said have come up in**

4 **conversation in executive session about crook and**

5 **stole money from the town, did the people use those**

6 **exact words?**

7 A. Yeah. They used those exact words in

8 executive session.

9 **Q. And did you hear Mr. McLeod say any of**

10 **those -- make any of those comments?**

11 A. I've -- I've heard him use the term, you

12 know, when they said about him stealing -- stealing

13 money from the town whenever he was on council here

14 or whenever he was the mayor here.

15 **Q. And do you know when that statement would**

16 **have been made?**

17 A. It's been made more than once and it's

18 been in executive session when we have our meetings.

19 So I can't pinpoint exactly when it was. I had no

20 idea I was going to be here today. If I would, I

21 would have made notes.

22 **Q. So you don't know when it was made?**

23 A. I don't remember exactly. No, I can't

24 tell you exactly when. It's been more than once,

25 like I said.

Page 29

1 A. Yes, sir. My term is supposed to be up

2 and I didn't run. So the issues that we're having

3 with the election is the reason that I'm still on the

4 council.

5 **Q. So you're a holdover member --**

6 A. Yes, sir.

7 **Q. -- waiting on the new member to be sworn**

8 **in to take your place --**

9 A. Yes, sir.

10 **Q. -- is that my understanding?**

11 A. Yes, sir.

12 **Q. Okay. So you just served one four-year**

13 **term?**

14 A. Yes, sir.

15 (Off the record.)

16 BY MR. MCLEOD:

17 **Q. Mr. Stephens, we'll go back on the record**

18 **here. Have you ever heard Mr. Kemp McLeod say**

19 **anything about Mr. Odom outside of executive session**

20 **in relation to what you have discussed earlier?**

21 A. You mean in terms of saying -- calling him

22 a crook or --

23 **Q. Whatever. I don't know what he said. I**

24 **mean, what do you think he said in executive session**

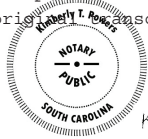
25 **about Mr. Odom?**

Page 30

1 A. You said outside of executive session.
2 **Q. I mean, that's what I'm saying. What**
3 **you've answered as to what you heard in executive**
4 **session, have you ever heard him say that outside of**
5 **executive -- outside of the confines of the town**
6 **hall, executive session or town hall or anywhere**
7 **else?**
8 A. No. Most of the time that I've spoken
9 with him, it's been here, you know, on the campus of
10 the town hall.
11 MR. MCLEOD: Okay. All right. I
12 don't have any further questions. Thank you for
13 coming today.
14 (The witness, after having been
15 advised of his right to read and sign this
16 transcript, does not waive that right.)
17 (The deposition was adjourned at 3:05 p.m.)
18
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Page 32

1 SIGNATURE OF DEPONENT
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15
16 I, KIMBERLY T. POWER, Notary Public for the
17 State of South Carolina at Large, do hereby certify
18 that the deponent was advised of his or her right to
19 read and sign said deposition both verbally and in
20 writing. If the deponent fails to execute and return
21 foregoing Signature of Deponent pages within the
22 thirty (30) days allowed pursuant to the Rules of
23 Civil Procedure, the original transcript may be filed
24 with the court.
25

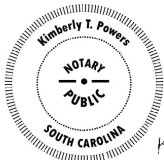

KIMBERLY T. POWER, CCR
My Commission Expires: 04/24/25

Page 31

1 SIGNATURE OF DEPONENT
2 DEPONENT: MARION STEPHENS, III
3 DEPOSITION DATE: 01/08/2019
4 JOB NUMBER: 23074
5 REPORTER: KIMBERLY T. POWER
6 CASE CAPTION: ODOM VS. CAMPOLONG, ET AL.
7
8 (Please return both Signature of Deponent Pages)
9 I, MARION STEPHENS, III, the undersigned,
10 do hereby certify that I have read the foregoing
11 deposition and find it to be a true and accurate
12 transcription of my testimony, with the exceptions of
13 the following corrections, if any:
14
15
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25

Page 33

1 CERTIFICATE OF REPORTER
2 I, Kimberly T. Power, Court Reporter
3 and Notary Public for the State of South Carolina at
4 Large, do hereby certify that the foregoing
5 transcript is a true, accurate, and complete record.
6 I further certify that I am neither
7 related to nor counsel for any party to the cause
8 pending or interested in the events thereof.
9 Witness my hand, I have hereunto
10 affixed by official seal this 23rd day of January,
11 2019, at Lexington, Lexington County, South Carolina.
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Kimberly T. Power, Court Reporter
My Commission Expires: 4/24/2025

1	I N D E X	Page 34	
2		Page	Line
3	MARION STEPHENS, III	3	1
4	EXAMINATION	3	3
5	BY MR. PARKER:		
6	EXAMINATION	8	23
7	BY MR. MCCANTS:		
8	EXAMINATION	19	8
9	BY MR. MCLEOD:		
10	SIGNATURE OF DEPONENT	31	1
11	CERTIFICATE OF REPORTER	33	1
12	REQUESTED INFORMATION INDEX		
13	(No information requested.)		
14			
15	E X H I B I T S		
16	(No exhibits.)		
17			
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1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF CHESTERFIELD

3
4 GLENN C. ODOM,

5 Plaintiff,

6 vs.

CASE NO. 2018-CP-13-275

7 JOHN CAMPOLONG and A.C. MCLEOD,

8 Defendants.

9
10 DEPONENT: BEULAH BOLTON

11 DATE: January 8, 2019

12 TIME: 1:48 p.m.

13 LOCATION: McBee Town Hall
38 W. Juniper Avenue
14 McBee, SC

15 TAKEN BY: Counsel for the Plaintiff

16 REPORTED BY: KIMBERLY T. POWER, CR

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ALSO PRESENT: JOHN CAMPOLONG
ALEXANDER C. MCLEOD

(INDEX AT REAR OF TRANSCRIPT)

Page 4

1 **Q. And where do you work?**
2 A. I work now at Chesterfield County Public
3 Schools.
4 **Q. Are you a schoolteacher?**
5 A. I am a schoolteacher, yes.
6 **Q. And you've done that for your career, I**
7 **guess?**
8 A. Yes.
9 **Q. And how long?**
10 A. I've been teaching for 50 years?
11 **Q. Oh, a long time. Well, you don't look old**
12 **enough to be teaching that long.**
13 A. Thank you.
14 **Q. Where all have you taught?**
15 A. I started out in Horry County, Finley High
16 School in Loris, South Carolina. From there I moved
17 to New York where I went to school and got my
18 master's and taught adult education at the same time.
19 I worked at Staten Island Community College in Staten
20 Island, New York. I worked in Brooklyn, New York
21 with young mothers teaching young mothers who, at
22 that time, were put out of school because they were
23 pregnant. From there I moved to New Jersey and I
24 started teaching at -- in Scotch Plains at
25 Terrill Junior High School. And while I was in New

Page 3

1 BEULAH BOLTON,
2 being first duly sworn, testified as follows:
3 EXAMINATION
4 BY MR. PARKER:
5 **Q. Ms. Bolton, as I introduced myself**
6 **earlier, I'm Johnny Parker and I'm representing**
7 **Mr. Odom concerning a lawsuit that's pending in the**
8 **Court of Common Pleas and we're going to ask you some**
9 **questions about it. And if you don't understand**
10 **something that I say, just let me know. And after we**
11 **get started and all, you can talk to anybody you want**
12 **to, but under the rules you're not supposed to talk**
13 **about the case with anybody in the event we take a**
14 **break. I don't think we'll be here that long to take**
15 **one. But with that, we'll get started.**
16 **Please state your full name.**
17 A. Beulah Sowell Bolton.
18 **Q. And what's your address?**
19 A. 510 South 3rd Street, McBee, South
20 Carolina, 29101.
21 **Q. And how long have you lived in McBee?**
22 A. Oh, in McBee? Most of my life, but I went
23 away. I returned about four or five years ago.
24 **Q. And what do you -- are you still working?**
25 A. Yes, part-time.

Page 5

1 Jersey, I taught at Abraham Clark High School in
2 Roselle, New Jersey. I taught at Union County
3 Community College in Union, New Jersey.
4 From there I moved to Dayton, Ohio where I
5 really didn't teach. I only taught my employees
6 where we owned a McDonald's restaurant, my husband I
7 and. We were there for about three years and then we
8 moved to St. Thomas, Virgin Islands where I worked
9 and taught the employees there and I started a day
10 care school for the people in the community. And
11 from there I moved back to, actually, North Carolina.
12 Raleigh, North Carolina. And there I taught high
13 school, English, at -- in Durham, North Carolina and
14 I taught there until I retired in 2010.
15 And I kind of -- I was around there until
16 I moved back here to South Carolina about four or
17 five years ago. And since I've been in South
18 Carolina, I started out doing some long-term subbing,
19 which I'm still doing. In addition to that, I'm also
20 teaching adult education for Chesterfield County
21 Public Schools.
22 **Q. It sounds like you've been busy.**
23 A. Yeah, still am.
24 **Q. A few questions and we'll get you out of**
25 **here as quick as we can. You're presently on the**

Page 6

1 town council here in McBee?
2 A. Yes.
3 Q. And have been for how long?
4 A. I think this is my second year. I have
5 two more years to go. This must be my third year, I
6 think. I think this is my third year.
7 Q. And the questions we -- there's a lawsuit,
8 and I realize you probably don't know anything about
9 it, Mr. Odom has brought against Mr. Campolong and
10 also Mr. McLeod, A.C., Kemp McLeod, who is on town
11 council, as a result of what he contends are false
12 statements made about him that are defamatory.
13 What I want to ask you about is have you
14 heard any statements of Mr. Odom engaging in any
15 wrongdoing from either Mr. Campolong or Mr. McLeod?
16 A. Yes.
17 Q. And what have you heard?
18 A. Well, I can't really state verbatim.
19 Q. No, but in substance?
20 A. Kind of embezzled some money.
21 Q. That he embezzled money?
22 A. Supposedly.
23 Q. And who told you that?
24 A. Well, I've heard both of them say it.
25 Q. Both on them?

Page 8

1 Q. Did he say who he had -- did they say who
2 he had embezzled it from?
3 A. The federal government, as I recall.
4 Q. And anything else that they say about
5 Mr. Odom engaging in criminal activity other than
6 that that you're aware of?
7 A. Yeah, there's been a lot said. I don't
8 know that I can...
9 Q. If you can recall what you can about what
10 was said.
11 A. Something about doing something to some
12 pipes or something.
13 Q. Sabotaging some pipes?
14 A. Yeah. Sabotaging some pipes and stuff,
15 water pipes.
16 Q. Did Mr. McLeod and Mr. Campolong both tell
17 you about that?
18 A. You know what, I know it was said. I
19 don't remember which one said it.
20 Q. But one or the other?
21 A. Uh-huh.
22 Q. But you can't recall which?
23 A. One which one, no, I cannot.
24 Q. And was that again said before or after
25 council meetings?

Page 7

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:

Page 9

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

Page 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

Page 12

1 BY MR. PARKER:
2 Q. You don't know that. But what you've told
3 me they said is what they said. And if that's
4 criminal, then that's what they said?
5 A. Right.
6 MR. PARKER: I don't have any further
7 questions. You can answer any questions these
8 gentlemen may have for you.
9 EXAMINATION
10 BY MR. MCCANTS:
11 Q. Ms. Bolton, my name is John McCants and
12 I'm a lawyer here on behalf of Mr. Campolong. Okay?
13 A. Okay.
14 Q. All right. You live in the Town of McBee?
15 A. Yes, I do.
16 Q. Okay. And how long have you been in McBee
17 since your return from out of state?
18 A. About four years.
19 Q. Okay.
20 A. Four or five.
21 Q. And prior to today's deposition, which is
22 what you're participating in right now, have you had
23 any conversations about this deposition or about this
24 case with either of the two gentlemen sitting in
25 front of you?

Page 11

1 remember them saying it in the meeting.
2 Q. Did they say anything about that they had
3 reported Mr. Odom to the State Law Enforcement
4 Division, SLED?
5 A. I don't recall them saying that, no.
6 Q. Did they say anything about them reporting
7 him to the U.S. attorney's office?
8 A. I don't recall them saying they reported
9 him.
10 Q. Do you recall anything else they said
11 about Mr. Odom?
12 A. Again, I will say that it's been a lot of
13 conversations. So I would -- I would be able to
14 respond better if certain questions were asked.
15 Q. Did they say -- from what they said about
16 Mr. Odom, if you didn't know him, would you consider
17 him to be a bad character?
18 A. Yes.
19 Q. And what he did, in your opinion, about
20 what they said was dishonest and would have been
21 criminal?
22 MS. TOWLE: Object to the form.
23 THE WITNESS: I don't know what -- I
24 don't know what measures up to being criminal. I
25 don't know.

Page 13

1 A. No.
2 Q. Have you talked to anyone with their
3 office about appearing here today?
4 A. To these two guys?
5 Q. Or anyone associated with them?
6 A. No. I didn't get the -- the subpoena
7 until right before Christmas and I left. I was out
8 of state.
9 Q. Did you talk to anyone about this
10 deposition today?
11 A. No, didn't even know what it was.
12 Q. So the first time you've offered any
13 testimony or given any statement was simply sitting
14 here a few minutes ago, correct?
15 A. Yes.
16 Q. And that's it?
17 A. That's it.
18 Q. That's all?
19 A. Yeah.
20 Q. That's your testimony?
21 A. That's my testimony.
22 Q. Okay. All right. I need you to tell me
23 specifically -- let me ask you this question: Do you
24 vote?
25 A. Yes, I do.



Page 14

1 **Q. Who did you vote for in the last election**
2 **for town council?**
3 A. Do I have to answer that?
4 **Q. You do, ma'am. You're under oath.**
5 MR. PARKER: I can't protect you on
6 that. He has a right to ask you that.
7 THE WITNESS: But I have a right to
8 say I don't really want to reveal who I vote for at
9 any time.
10 BY MR. MCCANTS:
11 **Q. You're under oath and you need to answer**
12 **the question. Who did you vote for in the last town**
13 **council?**
14 MR. PARKER: Now I will, in her
15 defense -- I'm not her lawyer, but it's a secret
16 ballot and I don't think --
17 THE WITNESS: Yeah, I don't think --
18 MR. PARKER: -- you have to disclose
19 it.
20 THE WITNESS: I don't think --
21 MR. PARKER: In fact, you may be
22 doing something improper by asking her that.
23 MR. MCCANTS: Thank you. I note your
24 objection.
25 THE WITNESS: So you're saying I'm

Page 16

1 **Q. Okay. Did he say it last month or did he**
2 **say it three years ago?**
3 A. No, he didn't. It's more than once. It's
4 been continuance. He says it a lot. I don't have
5 dates, but he has said that a lot.
6 **Q. Okay. He said it --**
7 A. Uh-huh.
8 **Q. How many times did he say it?**
9 A. I don't know. I wasn't sitting there
10 counting. Oh, he said it this time, he said it this
11 time, he said it this time, you know. I've been in
12 conversation with him, you know, and there have been
13 a number of times that he has said it. I can't tell
14 you exactly how many.
15 **Q. Okay. Now, you're a town council woman,**
16 **right?**
17 A. Yes, I am.
18 **Q. So he said it to you during these meetings**
19 **for town council?**
20 A. Sometimes we've talked about it.
21 **Q. Okay. You talked about it in town council**
22 **meetings, right?**
23 A. In the back, yeah.
24 **Q. Now, what did he say specifically about**
25 **stealing money?**

Page 15

1 under oath and I have to tell the truth and my truth
2 is I don't think it's your business or anybody else's
3 business who I voted for.
4 BY MR. MCCANTS:
5 **Q. Okay. So you're not going to reveal that**
6 **today?**
7 A. No, I'm not.
8 **Q. All right.**
9 A. I don't want to do that.
10 MR. MCCANTS: And I'll mark your
11 objection. Okay. Speaking objection.
12 BY MR. MCCANTS:
13 **Q. All right. Now, you need to tell me**
14 **precisely what Mr. Campolong said to you that you**
15 **think he said about Mr. Odom, implied or stated,**
16 **Mr. Odom did something wrong or dishonest?**
17 A. All the other things that I -- he talked
18 about the different things he done, like messed up
19 the water lines or stole money from the town.
20 **Q. So let's stop there. Stole money from the**
21 **town?**
22 A. Uh-huh.
23 **Q. When did Mr. Campolong say that to you?**
24 A. I don't have a date because I didn't write
25 it down.

Page 17

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.

Page 18

1 **Q. Okay. And how much money was it?**
2 A. Well, I remember something about a million
3 dollars, the reason that we are out of a million
4 dollars when we look at our budget. And you have to
5 understand this is my first time being on town
6 council and a lot of things I don't understand, but
7 one thing I do know is things that I hear. And I
8 didn't want to do this because I really don't want to
9 hurt anybody and I don't want anybody to think I'm on
10 anybody's side because I'm not. Okay? But, yeah, he
11 said it. Okay. Yeah. Mr. Campolong knows.
12 **Q. Well, it's apparently made an impression**
13 **on you. So I'm interested in when he said it?**
14 A. Well, I don't have dates.
15 **Q. You don't have dates, do you?**
16 A. No.
17 **Q. You just remember these sort of --**
18 A. Oh, yeah.
19 **Q. -- general statements? That's it?**
20 MR. PARKER: Object to the form of
21 the question.
22 BY MR. MCCANTS:
23 **Q. Okay. All right. You just remember these**
24 **general statements, correct?**
25 A. Yeah. Basic general, basically.

Page 20

1 **Q. Say that again.**
2 A. How Mr. Odom has ruined the town.
3 **Q. Okay. That's just his opinion, correct?**
4 A. That's his opinion.
5 **Q. Do you share that opinion with him?**
6 A. I don't know. I didn't live here until I
7 moved back three years ago. I don't know what
8 happened before I got here. Everything that I'm
9 hearing about Glenn Odom happened before I got back
10 except --
11 **Q. What do you --**
12 A. Except --
13 **Q. Go ahead. I'm sorry.**
14 A. -- except -- well, except what I hear from
15 Mr. Campolong or what I hear from him or what I hear
16 from, what's that child's name, Shilon.
17 **Q. Who is Shilon?**
18 A. Green.
19 **Q. Do you hear it from anybody else?**
20 A. Basically, no.
21 **Q. So you just basically hear from the other**
22 **town council people about Mr. Odom?**
23 A. Yeah. Basically, you're right.
24 **Q. That's it?**
25 A. Basically, you're right.

Page 19

1 **Q. Did Mr. McLeod make those statements too?**
2 A. Every once in a while. Yeah, he has said
3 stuff.
4 **Q. Every once in a while?**
5 A. Uh-huh.
6 **Q. Okay. How long have you been on town**
7 **council, three years?**
8 A. Going on my third year.
9 **Q. Okay. Have they ever said them outside**
10 **this building?**
11 A. Outside the building? Yes.
12 **Q. Okay. Tell me when.**
13 A. I remember once we were in -- my sister
14 and I were in the mayor's office.
15 **Q. The mayor's office?**
16 A. Uh-huh.
17 **Q. Well, the office is here in this building,**
18 **correct?**
19 A. Over there where his factory is.
20 **Q. So he was in his office?**
21 A. I know he mentioned it one time there. He
22 mentioned what --
23 **Q. What did he say?**
24 A. Well, Mr. Odom, how he's messed this town
25 up. He's ruined it.

Page 21

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.

Page 22

1 **Q. I'm confused then. What has he said to**
 2 **you about a puncture of a water line? "He" being**
 3 **Mr. Campolong.**
 4 A. That Odom punctured the water line and
 5 that's why the water went out. Not too long ago we
 6 had a -- there was a situation where people -- the
 7 water -- they had to boil their water or something
 8 and there was a leak or something and at first it was
 9 said that he punctured it. And then I guess after
 10 people found out what really happened, it was up in
 11 the factory up the road there, something happened
 12 with their plant.
 13 **Q. I understand, but let me -- let me try to**
 14 **come back to the comment that you say Mr. Campolong**
 15 **told you. Did he or did he not say to you that**
 16 **Glenn Odom had punctured the water line?**
 17 A. Uh-huh.
 18 **Q. He did?**
 19 A. He might not have used the word
 20 "punctured" --
 21 **Q. What did he use?**
 22 A. -- but was the reason that we had to do
 23 certain things on the water line.
 24 **Q. That's a town council issue, correct?**
 25 A. Yeah. It should be, I guess.

Page 24

1 **Q. Okay.**
 2 A. And so there have been times when things
 3 were brought up and I'll say, well, I'm not talking
 4 about it.
 5 **Q. Let me go back to the executive session,**
 6 **though. He said some words to the effect that**
 7 **Glenn Odom punctured the water line?**
 8 A. It may not have been punctured, but --
 9 **Q. What did he say?**
 10 A. -- he was responsible for the breakage of
 11 it.
 12 **Q. He was responsible -- who was responsible**
 13 **for the breakage?**
 14 A. Glenn Odom.
 15 **Q. Okay. That's what Mr. Campolong said?**
 16 A. Yeah, he said that.
 17 **Q. Do you believe that?**
 18 A. I have no idea. I don't know Glenn Odom
 19 any more than I know Campolong or Kemp.
 20 **Q. You know Mr. Odom is associated with the**
 21 **water company around town, aren't you?**
 22 A. Well, yeah. I understand that he works
 23 for Alligator Water, yeah.
 24 **Q. And the citizens are concerned about water**
 25 **supply, correct?**

Page 23

1 **Q. It's something that would be --**
 2 A. Don't ask me what's --
 3 **Q. Let me finish.**
 4 A. -- a town council issue because I don't
 5 know.
 6 **Q. Okay. I'm sorry?**
 7 A. I don't know what a town -- he could
 8 have -- I guess it's a town council issue because it
 9 deals with the water and the town.
 10 **Q. So that's a town council issue?**
 11 A. If you say so.
 12 **Q. Don't you agree? You're on town council.**
 13 A. I guess so. I probably wouldn't have
 14 talked about -- there have been times when things
 15 were being said about Odom in the executive session
 16 and I'll say don't talk about it.
 17 **Q. Why is that?**
 18 A. We're not supposed to talk about certain
 19 things if we're not in the -- if we're in executive
 20 session. From what I've read and what I've been told
 21 by people that have been on the town council, that
 22 there are certain topics that if we tell the -- if
 23 we're out here and we say that we're going back to
 24 discuss certain things, then that's what we've got to
 25 discuss.

Page 25

1 A. So you're saying that to say what?
 2 **Q. So that's important to the community,**
 3 **right?**
 4 A. Water, yeah.
 5 **Q. Right. So it's a town council issue worth**
 6 **discussion, right?**
 7 A. Water discussion is a town council --
 8 **Q. And apparently you say Mr. Campolong said**
 9 **that Mr. Odom was responsible for the breakage --**
 10 A. Yeah.
 11 **Q. -- correct?**
 12 **So my question to you is: Do you believe**
 13 **Mr. Odom was responsible for the breakage?**
 14 A. Again, I say I have no idea. No.
 15 Personally -- personally I would think that Glenn has
 16 more integrity and I would -- I would -- without
 17 proof, I would say no, I don't believe he was
 18 responsible.
 19 **Q. Why do you think he has more integrity**
 20 **than that?**
 21 A. Well, he has shown me integrity so far.
 22 Like I said, I've only known Glenn for no longer than
 23 I've known Mr. Campolong and Kemp.
 24 **Q. And you voted in that period of time for**
 25 **town council since you've come back to town, correct?**

Page 26

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

Page 28

1 **Q. No?**

2 A. No. I didn't even know what this case was

3 about. I didn't even know why you were -- I thought

4 I was coming here to testify about an election. I

5 didn't even -- I didn't even know what this -- I

6 don't even -- no.

7 **Q. You thought you were coming to testify**

8 **about an election?**

9 A. Yeah, that's what I thought I was coming

10 here for.

11 **Q. What about an election?**

12 A. About the election -- the last election

13 that we had.

14 **Q. What about it?**

15 A. Well, where I think Glenn and Shilon ran

16 against each other and I know there was -- I was -- I

17 know I didn't come to the last meeting for that, but

18 there was a discrepancy where during the first vote I

19 think Glenn won by -- first time they met, he won by

20 like four or five, I don't know, votes. And then I

21 think from what I'm hearing and what I've been --

22 I've just been reading my minutes from that meeting

23 and it seems like Shilon protested it and asked that

24 some votes that were thrown out for him be brought

25 back in. So once they put those four votes back in,

Page 27

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.

Page 29

1 and I just read this today by the way, that now

2 Shilon has won by one point -- by one vote. So

3 that's what I knew about. And I really actually

4 thought, especially when I got here and saw this --

5 this meeting minutes in my box, I thought I was

6 coming in here to questions about that and I was

7 ready to say don't ask me because I wasn't -- I

8 wasn't there.

9 **Q. Okay. So when you refer to Mr. Odom, it's**

10 **Glenn; is that correct?**

11 A. Sometimes.

12 **Q. That's what you --**

13 A. Sometimes I say Odom, sometimes I say

14 Glenn, sometimes I say Kemp, sometimes I say

15 Mr. McLeod. I always say Mr. Campolong.

16 **Q. Okay. You know him on a personal basis,**

17 **Mr. Odom?**

18 A. No.

19 **Q. But you know him by Glenn?**

20 A. Sometimes, just like I know Kemp.

21 **Q. Well, Kemp, Mr. McLeod, is on council with**

22 **you, correct?**

23 A. Uh-huh.

24 **Q. All right.**

25 A. And just for the record, I'm no respecter

Page 30

1 of persons.
2 **Q. I'm sorry?**
3 A. I said just for the record, I am no
4 respecter of person. You know what that means? I
5 know you do.
6 **Q. Go ahead and explain it.**
7 A. You read the Bible.
8 **Q. Go ahead and explain it, please.**
9 A. I don't treat anybody differently from the
10 other. I can honestly say that. I don't treat
11 anybody different. I cannot like Glenn, but I will
12 treat him as well as I treat Kemp or Mr. Campolong.
13 That's just me.
14 MR. MCCANTS: Thank you very much.
15 THE WITNESS: You're welcome.
16 EXAMINATION
17 BY MR. MCLEOD:
18 **Q. Ms. Bolton, I'm Andrew McLeod and I**
19 **represent both Kemp McLeod and Mr. Campolong in this**
20 **action and I appreciate you being here today.**
21 **You said you lived in the Town of McBee?**
22 A. I do now, yes.
23 **Q. Who lives there with you?**
24 A. I live by myself.
25 **Q. Do you have any relatives in Chesterfield**

Page 32

1 A. No, not that I recall right now. I have
2 to think because I do have a big family that live in
3 McBee. That's it, as far I can remember. I'm 73, so
4 sometimes my memory fails.
5 **Q. Do you have anybody that you're not**
6 **related to but that you are closely associated with**
7 **and such friends that you consider them that they**
8 **would be considered family?**
9 A. No, not living here.
10 **Q. Okay. Do you have any kind of special**
11 **friend, boyfriend, or anything like that?**
12 A. No. You want to send me one? No.
13 **Q. Are you a member of or do you attend a**
14 **church regularly?**
15 A. I do.
16 **Q. In Chesterfield County?**
17 A. Yeah.
18 **Q. Which one is that?**
19 A. Hopewell Missionary Baptist Church.
20 **Q. Where is that located?**
21 A. In McBee.
22 **Q. How long have you been attending?**
23 A. All my life.
24 **Q. And are you -- so you're a member there?**
25 A. Yeah. I grew up in that church, but I --

Page 31

1 **County?**
2 A. Yeah.
3 **Q. Over the age of 18?**
4 A. Yes.
5 **Q. Okay. Tell me who those folks are.**
6 A. Stacy Elder is my niece. She lives here.
7 Jordan Elder is my nephew. He's 21 -- 20 or 21. He
8 lives here. My sister, 75, she lives here and she --
9 she's disabled.
10 **Q. What's your sister's name?**
11 A. Evelyn Carolina.
12 **Q. Her last name is Carolina?**
13 A. Uh-huh. Curtis Sowell, my nephew, he
14 lives here and his family.
15 **Q. Is that S-O-W-E-L-L?**
16 A. Yes. Marion Stephens is my nephew. His
17 mom, Jessie, is my sister-in-law whose husband just
18 died about two months ago. Do I have any more
19 relatives? I have some more nieces. Mia Butler is
20 my niece and her mom, Charlene Butler, is my niece.
21 I have so many relatives. Y'all will have about two
22 pages.
23 **Q. Any other family members -- any other**
24 **family names that you are related to other than**
25 **Butler, Stephens, Sowell, or Elder?**

Page 33

1 when I went away, then when I moved back I rejoined
2 it a couple years ago.
3 **Q. Do you hold any kind of positions?**
4 A. Yeah. I'm the Sunday teacher of the
5 adults.
6 **Q. Are you a member of any other kind of**
7 **clubs or organizations or anything like that?**
8 A. Yeah. I'm a member of the African
9 American-Culture Society.
10 **Q. Where is their -- where is their center?**
11 A. We don't have a center. We meet at
12 different homes.
13 **Q. But that's here in McBee?**
14 A. Uh-huh. Yes.
15 **Q. Have you ever been elected to any other**
16 **office other than town council?**
17 A. No, never been a public figure.
18 **Q. Do all of -- let's see. You live in the**
19 **Town of McBee. Are you a Town of McBee water**
20 **customer?**
21 A. Yeah. Uh-huh.
22 **Q. So you're not a water customer of**
23 **Alligator Rural Water?**
24 A. No, I'm not.
25 **Q. Do all these other family members of**

Page 34

1 **yours, do they live in the town of McBee?**
2 A. Yes. Uh-huh.
3 **Q. Are you -- are you -- are you on the board**
4 **of Alligator Rural Water Company or anything like**
5 **that?**
6 A. No, I'm not.
7 **Q. Are you related to anybody that's on that**
8 **board?**
9 A. No, I'm not.
10 **Q. Have you ever attended any of those board**
11 **meetings?**
12 A. No, I have not.
13 **Q. You said -- when you referred to Mr. Odom**
14 **and how you knew him, you said how he has shown his**
15 **integrity.**
16 A. Toward me.
17 **Q. Okay. Can you give me an example of that?**
18 A. Well, a lot of the things that, you know,
19 I heard said, like I said, that I had heard some in
20 town council meetings and outside, I've never been
21 exposed to any of that. And a lot of people in the
22 community have said that he has helped them in
23 different ways. And so has Kemp, by the way, that he
24 has been there. Kemp is very helpful too. But
25 that's why I say as long as he treats me with

Page 36

1 **Q. And then you -- I think you may have**
2 **answered this, but let me -- let me make sure I**
3 **understood. When you heard one of these two**
4 **defendants in the lawsuit, which is Kemp McLeod or**
5 **Mr. Campolong, when you heard them talking about the**
6 **money being missing from the town, did you say -- you**
7 **said you heard that comment made?**
8 A. Yeah. I've heard it more than once.
9 **Q. Okay. But you can't tell me -- you can't**
10 **answer when you heard that comment made?**
11 A. Not specifically, no. But I can tell you
12 what my response was.
13 **Q. Okay. Well, what about which person said**
14 **that comment?**
15 A. It's mostly -- mostly it come from
16 Mr. Campolong, mostly.
17 **Q. Okay. Well, mostly. Have you ever heard**
18 **Kemp McLeod say that?**
19 A. Say what? Repeat.
20 **Q. About the money being missing from the**
21 **town?**
22 A. Not really, you know. Not -- not -- not
23 like that, no. Not like that.
24 **Q. And we've said this too, but -- I mean,**
25 **we've said "in here" before. But for the record,**

Page 35

1 respect, you know, and he doesn't talk to me wrongly.
2 When I say wrongly, you know, like cursing or, you
3 know, stuff -- talking about people and stuff. If he
4 doesn't do that with me, then to me that's integrity.
5 **Q. And how often do you talk to Mr. Odom?**
6 A. I don't.
7 **Q. So you don't ever talk to him?**
8 A. No.
9 **Q. So when he helps other people in the town,**
10 **do you have any more details about that or is that**
11 **just --**
12 A. No. I just have heard, you know,
13 different people say, well, you know, Glenn does a
14 lot of things for people or helps a lot of people. I
15 heard people say that quite a bit. Like I said, they
16 say the same thing about Kemp, how he's very helpful
17 and how he treats, you know, the townspeople nicely
18 and how they wish the two of them could get along.
19 Maybe we could have a better town. I've heard that
20 comment a lot.
21 **Q. Who have you heard say that?**
22 A. Just people out in the community. Just
23 people out in the community. And, you know, I don't
24 know. I've heard it said. I definitely agree with
25 it.

Page 37

1 **where is "here," the building we're in?**
2 A. Uh-huh.
3 **Q. What building is this?**
4 A. Town hall.
5 **Q. The town hall. Okay.**
6 A. You didn't know that?
7 **Q. I did know that, but I wanted the record**
8 **to know that.**
9 A. Okay.
10 MR. MCCANTS: I don't have any other
11 questions for you at the moment. Thank you.
12 MS. TOWLE: I have a few questions
13 for you.
14 MR. PARKER: Wait a minute. Who do
15 you represent?
16 MS. TOWLE: Mr. McLeod. A.C. McLeod.
17 MR. PARKER: You don't get but one
18 lawyer per time -- per side. We're not going to
19 double team.
20 (Off the record.)
21 BY MR. MCLEOD:
22 **Q. I do have a few more questions,**
23 **Ms. Bolton, if you will bear with me.**
24 **Have you heard A.C. McLeod, Jr., which we**
25 **refer to as Kemp McLeod, have you heard him make any**

Page 38

1 statements that you've talked about that you've
2 testified to previously have you heard him make those
3 outside of the town hall?
4 A. No, not really.
5 Q. And then previously you talked about
6 some -- the brakeage of the water line and I think
7 Mr. McCants may have used the term "puncture" the
8 water line. Have you heard Mr. McLeod make any
9 statements about the broken water line that you
10 referred to earlier?
11 A. No. I think that was the mayor.
12 Q. Okay. And now so have you heard any of
13 the -- any of the statements that were -- any of the
14 things that you discussed earlier about what you've
15 heard, did you hear Mr. McLeod say those outside of
16 the town hall?
17 A. Like what?
18 Q. Any of the other --
19 A. Mr. McLeod and I don't -- usually when we
20 speak outside the town hall, it's about something
21 that we did about the town in here.
22 Q. Okay.
23 A. Normally.
24 Q. Always town -- it's always -- you always
25 talk to him here at the town hall?

Page 40

1 transcript, does not waive that right.)
2 (The deposition was adjourned at 2:31 p.m.)
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Page 39

1 A. Uh-huh.
2 Q. So you don't --
3 A. I don't really talk to him on the phone.
4 Q. Or at any other location?
5 A. No. I see him in his market down there
6 and ask him about what he's selling.
7 Q. Talking about produce down there?
8 A. Yeah, cake.
9 Q. But you don't have any conversations with
10 him about Mr. Odom in any places -- other places?
11 A. Mostly it comes up with him in here.
12 Q. And then what exactly have you heard
13 Mr. McLeod say about Mr. Odom here?
14 A. I believe that he just doesn't think that
15 Odom was a good lawyer or that Odom is good for the
16 town, basic statements.
17 Q. So kind of generalized statements?
18 A. Uh-huh.
19 Q. That's a yes?
20 A. Yes.
21 MR. MCLEOD: I don't have any further
22 questions for you right now.
23 MR. PARKER: That's all. Thank you.
24 (The witness, after having been
25 advised of her right to read and sign this

Page 41

1 SIGNATURE OF DEPONENT
2 DEPONENT: BEULAH BOLTON
3 DEPOSITION DATE: 01/08/2018
4 JOB NUMBER: 23074
5 REPORTER: KIMBERLY T. POWER
6 CASE CAPTION: ODOM VS. CAMPOLONG, ET AL.
7
8 (Please return both Signature of Deponent Pages)
9 I, BEULAH BOLTON, the undersigned, do
10 hereby certify that I have read the foregoing
11 deposition and find it to be a true and accurate
12 transcription of my testimony, with the exceptions of
13 the following corrections, if any:
14
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Page 42

1 SIGNATURE OF DEPONENT
(Continued)

2

3 Page Line Change Reason

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12 BEULAH BOLTON Date

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14

15 I, KIMBERLY T. POWER, Notary Public for the

16 State of South Carolina at Large, do hereby certify

17 that the deponent was advised of his or her right to

18 read and sign said deposition both verbally and in

19 writing. If the deponent fails to execute and return

20 foregoing Signature of Deponent pages within the

21 thirty (30) days allowed pursuant to the Rules of

22 Civil Procedure, the original transcript may be filed

23 with the court.

24

25

KIMBERLY T. POWER, CCR
My Commission Expires: 04/24/25

Page 43

1 CERTIFICATE OF REPORTER

2 I, Kimberly T. Power, Court Reporter

3 and Notary Public for the State of South Carolina at

4 Large, do hereby certify that the foregoing

5 transcript is a true, accurate, and complete record.

6 I further certify that I am neither

7 related to nor counsel for any party to the cause

8 pending or interested in the events thereof.

9 Witness my hand, I have hereunto

10 affixed by official seal this 23rd day of January,

11 2019, at Lexington, Lexington County, South Carolina.

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19 Kimberly T. Power, Court Reporter

20 My Commission Expires: 4/24/2025

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Page 44

1 I N D E X

2

3 BEULAH BOLTON Page Line

4 EXAMINATION 3 3

5 BY MR. PARKER:

6 EXAMINATION 12 9

7 BY MR. MCCANTS:

8 EXAMINATION 30 16

9 BY MR. MCLEOD:

10 SIGNATURE OF DEPONENT 41 1

11 CERTIFICATE OF REPORTER 43 1

12 REQUESTED INFORMATION INDEX

13 (No information requested.)

14

15

16 E X H I B I T S

17 (No exhibits.)

18

19

20

21

22

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25

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 ON BEHALF OF
DEFENDANT JOHN CAMPOLONG IN
OPPOSITION TO PLAINTIFF'S
MOTION TO RECONSIDER**

Defendant John Campolong (“Campolong”) submits this memorandum in opposition to Plaintiff Glen C. Odom’s (“Odom”) motion to reconsider the Order Granting Summary Judgment for Defendants John Campolong and A.C. McLeod (“McLeod”).

Introduction

The Court granted full summary judgment to Campolong. (Order, pgs. 11, 20 and 21). For the two causes of action pled in the Complaint, the Court made five rulings in favor of Campolong that he will address in this memorandum.¹ Campolong will do so mainly in the order presented by the Court. First, the Court ruled that statements made during Town Council meetings, including those made during executive sessions, were absolutely privileged. (Order, pg. 9). Second, the Court ruled that alleged statements made to Town Council member Beulah Bolton (“Bolton”) before or after a Town Council meeting were absolutely privileged. (Order, pg. 16). Third, the Court ruled

¹ Odom pled causes of action for defamation and civil conspiracy.

that Odom did not have sufficient evidence to meet the clear and convincing standard for constitutional actual malice as to Camplong. (Order, pg. 11). Fourth, the Court ruled that alleged statements made to Bolton and her sister did not rise to the level of actual malice. (Order, pg. 16). Fifth, the Court ruled that the conspiracy cause of action was barred by the three-year statute of limitations. (Order, pgs. 20-21).

I. The Court correctly applied the legislative absolute privilege to alleged statements made by Mayor Campolong to two McBee Town Council members.

The Court ruled that alleged statements made during Town Council meetings, including those made during executive sessions, were absolutely privileged. (Order, pg. 9). Odom does not challenge this ruling. (Odom's Rule 59(e), pg. 7). Second, the Court ruled that alleged statements made to Bolton before or after a Town Council meeting were absolutely privileged. (Order, pg. 16). Odom does challenge this ruling. (Odom's Rule 59(e), pg. 7).² Odom's argument on the second ruling has two prongs. First, "[t]he absolute privilege should not be extended to cover any statements made by Campolong...to either Bolton or Stephens outside of Town Council sessions or meetings[.]" (Odom's Rule 59(e), pgs. 7-8). Second, "there is no evidence that the statements were made in furtherance of any legitimate legislative purpose." (Odom's Rule 59(e), pg. 8). The basis of the first prong is a misreading of *Richardson v. McGill*. The basis of the second prong is a misreading of the record.

² The Court's ruling on Bolton applies equally to alleged statements made to Town Council member Marion Stephens ("Stephens").

- A. Odom misreads *Richardson v. McGill* to require statements made only during Town Council meetings or Executive sessions are absolutely privileged.

Richardson v. McGill involved a meeting that took place between members of the Williamsburg County Recreation Commission and the Williamsburg County Legislative Delegation. *Richardson v. McGill*, 273 S.C. 142, 144, 255 S.E.2d 341, 342 (1979). The meeting “was held in the office of Senator Floyd on the night of September 23, 1975, at which only appellant, members of the Legislative Delegation and the Recreation Commission were present.” *Id.* The Director of the Williamsburg County Recreation Commission, George Richardson, brought a defamation claim based on slanderous statements made by Frank McGill, an attendee of the meeting. *Id.* Richardson’s competence was questioned by McGill, and McGill alleged “[t]hat [Richardson] was going with the women in the Department and no woman would be hired unless [] Richardson could go to bed with them and as a result he would hire no married women.” *Id.*

The South Carolina Supreme Court made a point of “correctly sett[ing] forth the general rule governing the application of absolute privilege in this State[.]” *Id.*, 273 S.C. at 145, 255 S.E.2d at 343. That rule is this:

[T]he courts of South Carolina have recognized ‘occasions other than those comprising strictly legislative or judicial proceedings,’ where, under considerations of public policy, absolute privilege has been upheld.

Richardson v. McGill, 273 S.C. at 145, 255 S.E.2d at 343.

In South Carolina, “[i]t is thus clear that unqualified privilege does not depend on the rigid requirement of a strictly legislative or judicial proceeding; its limits are fixed rather by considerations of public policy.” *Id.*, 273 S.C. at 146, 255 S.E.2d at 343. What is important is not the legislative “proceeding” - whether a private, informal meeting between legislators, a formal subcommittee meeting, or a floor vote broadcast on South Carolina ETV - but instead “whether

[Frank McGill]’s statements had some relation to, or were part of his duties as a member of the Legislature from Williamsburg County.” *Id.* If the answer to that question is “yes”, then the statements were “absolutely privileged.” *Id.*

The Court determined the following:

[1] The duty to appropriate funds for the operation of the county government and the requirement that the Recreation Commission file a report with the legislative delegation imposed some general duty upon respondent, as a legislator, to review the performance of the Commission and its employees. [2] The matters under inquiry at the meeting in question were of public concern and, in view of the then relationship between the legislative delegation and the county government, related to the discharge of the responsibilities of the legislative delegation. [Therefore,] [u]nder the present facts, public policy mandated that legislators be permitted to pursue reports of incompetent or illegal behavior involving appointed county personnel without the necessity of having to justify their actions in a suit for defamation.

Id.

Consequently, McGill’s slanders were absolutely privileged because they “were uttered (1) at a meeting attended only by the legislative delegation, the members of the Recreation Commission, and [Richardson]; (2) by [McGill], a member of the legislative delegation; and (3) concerning a matter related to legislative duties and, in which, all present had an official interest.” *Richardson v. McGill*, 273 S.C. at 147–48, 255 S.E.2d at 343–44.

Per *Richardson v. McGill*, the absolute privilege applies to situations beyond “the rigid requirement of a strictly legislative or judicial proceeding; [and] its limits are fixed [] by considerations of public policy.” *Id.*, 273 S.C. at 146, 255 S.E.2d at 343. Therefore, when Odom claims that the absolute privilege should not apply “outside of Town Council sessions or meetings”, he is plainly wrong. (Odom’s Rule 59(e), pgs. 7-8). When he claims “*Richardson* finds

that statements made by legislators outside legislative sessions are protected only when made during an actual legislative meeting []”³ - Odom is speaking falsely.

B. The discussions between Campolong, Bolton and Stephens were in furtherance of a legislative purpose.

The discussions between Campolong, Bolton and Stephens were in furtherance of a legislative purpose and therefore are absolutely privileged. As stated by the Supreme Court in *Richardson v. McGill*, “[t]he 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 v. McGill*, 273 S.C. at 146, 255 S.E.2d at 343.

The discussions between Campolong, Bolton and Stephens did not involve Odom’s private life. The discussions between them involved Odom’s public life and matters of public concern.⁴ The discussions involved the use of a public municipal grant and the operation of Town’s public water system. Town Council even commenced the lawsuit *The Town of McBee v. Alligator Rural Water & Sewer Company, Inc.*, C/A 2015-CP-13-319, which involves the years-long dispute between the Town of McBee and Alligator Rural Water & Sewer Company (“Alligator”) over the

³ Odom’s Rule 59(e), pg. 8.

⁴ Intertwined with the absolute privilege for legislators is constitutional protection afforded to speech concerning matters of public concern. At the heart of the First Amendment's protection is speech on matters of public concern. *Snyder v. Phelps*, 562 U.S. 443, 451-52, 131 S. Ct. 1207, 1215 (2011). Thus, "speech on public issues occupies the 'highest rung of the hierarchy of First Amendment values,' and is entitled to special protection." *Snyder*, 562 U.S. at 452 (citing *Connick v. Myers*, 461 U.S. 138, 145 (1983) (quoting *N.A.A.C.P. v. Claiborne Hardware Co.*, 458 U.S. 886, 913 (1982))). "Speech deals with matters of public concern when it can be fairly considered as relating to any matter of political, social, or other concern to the community, or when it is a subject of legitimate news interest; that is, a subject of general interest and of value and concern to the public." *Snyder*, 562 U.S. at 453. "The inquiry into the protected status of speech is one of law, not fact." *Connick v. Myers*, 461 U.S. 138, 148 n.7, 103 S. Ct. 708, 75 L. Ed. 708 (1983).

water system. Statements concerning the \$850,000 grant (Odom's Complaint ¶ 2) and the puncture of a water line in the system in 2015 (Odom's Complaint ¶ 6) concern official duties and the public water system and were made in an Amended Complaint filed by the Town of McBee at the time Campolong is alleged to have said these same statements to Bolton and Stephens. See the following extracts from the Town of McBee's Amended Complaint.⁵

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.

Town of McBee v. Alligator Rural Water & Sewer Company, Inc. C/A 2015-CP-13-379
(Amended Complaint filed on May 4, 2016) (Exhibit E, filed on July 26, 2022).

⁵ Of note, the Amended Complaint was another ground for libel Odom alleged during this lawsuit, and that he abandoned at the hearing on August 17, 2022.

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.

8

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.

Town of McBee v. Alligator Rural Water & Sewer Company, Inc. C/A 2015-CP-13-379
(Amended Complaint filed on May 4, 2016) (Exhibit E, filed on July 26, 2022).

Although Odom contends “there is no evidence that the statements were made in furtherance of any legitimate legislative purpose”⁶, Campolong attached a copy of the Amended Complaint to his memorandum in support of summary judgment and pointed out that his statements were the same as the ones the Town of McBee had made therein. (Exhibit E, Memorandum in Support of Summary Judgment; Campolong’s Reply, pgs. 5-6.) Odom’s claim about a lack of evidence is baseless.

Campolong’s alleged statements related to *The Town of McBee v. Alligator* lawsuit. *Id.*; (Depo. of Stephens, pg. 7, L 1-5) (“That type stuff always come up when we go in executive session if we talk anything about anything having to do with the water....”). Given that the Town was pursuing these very same statements about Odom in an Amended Complaint concerning the Town’s water system, every Town Council member had an interest in them and had “some general duty” to discuss them. *See Richardson v. McGill*, 273 S.C. at 147, 255 S.E.2d at 343. As in *Richardson v. McGill*, “public policy mandate[es] that [Campolong] be permitted to pursue reports of incompetent or **illegal behavior**... without the necessity of having to justify [his] actions in a suit for defamation.” *Id.* (emphasis added). As shown, Campolong’s statements concerned “a matter related to legislative duties and, in which, all present had an official interest.” *Id.*, 273 S.C. at 147–48, 255 S.E.2d at 343–44. Bolton, Stephens and Campolong were Town Council members when the discussions allegedly took place. The absolute privilege does apply to alleged statements Campolong made to Bolton, right before or after a Town Council meeting, and to Stephens at Campolong’s office.

⁶ Odom’s Rule 59(e), pg. 8.

II. The Court correctly ruled that Odom did not have sufficient evidence to meet the clear and convincing standard for constitutional actual malice.

Standard of Review for Summary Judgment
For Constitutional Actual Malice

Odom is undisputedly a public figure or public official. (Order, pg. 7-8). Because he is a public figure or public official, Odom must prove by clear and convincing evidence that Campolong defamed him with constitutional actual malice. *Elder v. Gaffney Ledger*, 341 S.C. 108, 113, 533 S.E.2d 899, 902-03 (2000) (citing *New York Times Co. v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964); *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 94 S. Ct. 2997, 41 L.Ed.2d 789 (1974)). The standard of review by a trial court hearing a motion for summary judgment in a case involving a constitutional actual malice is different than the review for other motions for summary judgment. In brief, “[j]udges, 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’.” *Bose Corp. v. Consumers Union of U.S.*, 466 U.S. 485, 511, 104 S. Ct. 1949, 1965, 80 L. Ed. 501 (1984). Whether the evidence is sufficient to support a finding of actual malice is a question of law. *Harte-Hanks Communications, Inc. v. Connaughton*, 491 U.S. 657, 685, 109 S. Ct. 2678, 105 L.Ed.2d 562 (1989); *Elder*, 341 S.C. at 113, 533 S.E.2d at 902-03.

“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.’ *Bon Air Hotel Inc. v. Time, Inc.*, 426 F.2d 858, 864-865 (5th Cir. 1970). Unless the trial court finds, based on pretrial affidavits, depositions or other documentary evidence, that the plaintiff can prove actual malice, it should grant summary judgment for the defendant. *McClain v. Arnold*, 275 S.C. 282,

284, 270 S.E.2d 124, 125 (1980) (citing *Wasserman v. Time, Inc.*, 424 F.2d 920, 922 (D.C. Cir. 1970) (Wright, J., concurring)).”

“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). “The appropriate standard at the summary judgment phase on the issue of constitutional actual malice is the clear and convincing standard.” *George v. Fabri*, 345 S.C. 440, 454, 548 S.E.2d 868 875 (2001).⁷ Campolong submits that the Court independently reviewed what a court must review to decide Campolong’s motion for summary judgment and correctly granted the motion in his favor.

Introduction

The Court ruled that Odom did not produce sufficient evidence to meet the clear and convincing standard for constitutional actual malice as to Campolong. Odom argues the Court erred in this ruling. (Odom’s Rule 59(e), pg. 2).⁸ Odom’s argument has three prongs. First, Odom argues first that the Court failed to review the entire record. (Odom’s Rule 59(e), pg. 2). Second, Odom argues that the Court improperly focused on his deposition testimony to the exclusion of the rest of the record. (Odom’s Rule 59(e), pgs. 2-3). Third, Odom addresses those parts of the record that he contends are sufficient evidence to meet the clear and convincing standard for constitutional actual malice. (Odom’s Rule 59(e), pgs. 2-7). Campolong submits the ruling on the

⁷ Odom acknowledges, “[i]t is true that the trial court must grant summary judgment on the issue of actual malice if the plaintiff cannot prove actual malice under a clear and convincing standard. *George v. Fabri*, 345 S.C. at 454, 548 S.E.2d at 875.” (Odom’s Rule 59(e), pg. 2).

⁸ As the Court noted, the ruling on constitutional actual malice is an alternative ground for granting full summary judgment to Campolong. (Order, pg. 8).

constitutional actual malice grounds is a correct one, and Odom did not and does not meet the exceedingly high burden of proof that he must meet in this lawsuit.

Argument

A. The Court examined the entire record to reach its decision about Campolong.

Odom argues, “[h]ere, the Court’s Order does not consider the entire record as mandated by South Carolina law in making its determination.” (Odom’s Rule 59(e), pg. 3). For this argument, Odom cites *Miller v. City of W. Columbia*, 322 S.C.224, 471 S.E.2d 683 for the principle that the Court is obligated to independently examine the entire record. (Odom’s Rule 59(e), pg. 2). Odom misconstrues the Court’s actual review of the record. Odom disregards what the Court wrote about its review. The Court stated at least five times that it reviewed and considered the entire record:

“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.” (Order, pg. 1).

“The Court carefully reviewed all parties’ pleadings, depositions, and exhibits provided to the Court and came to the following conclusions.” (Order, pg. 5).

“The Court reviewed the evidence in this case and the voluminous deposition testimony from the multiple deponents.” (Order, pg. 7).

“The court examined the full extent of the evidence and the record when considering 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.... The Court therefore examines in full all the evidence provided but constrains this decision only to those statements specifically raised by the parties in their pleadings.” (Order, pg. 7).

“Again, the Court’s examination of the record is confined to those incidents of slander....” (Order, pg. 12).

The Court cited *Miller* too and for the same principle as did Odom. And, after reviewing the entire record, the Court independently found that Odom did not have sufficient evidence to meet the clear and convincing standard to prove constitutional actual malice.

B. The Court did not rely solely on Odom's deposition testimony to reach a decision about Campolong.

Odom argues, "the Order focuses on only one segment of the record and conclusively determines that Odom cannot prove actual malice." (Odom's Rule 59(e), pg. 3). The Court did not focus solely on this testimony or state that the Court relied on it only. Again, the Court stated that it reviewed and considered the entire record. As part of that review, the Court found it troubling that Odom did not have any oral or written evidence that Campolong knew the statements he allegedly made were false; that Campolong entertained serious doubts about the truth of the statements; or that Campolong was highly aware of the probable falsity of the statements. (Order, pg. 10). If Odom had no written or oral evidence, for the high standard he must meet in this lawsuit, the Court could absolutely take that into account in deciding whether Odom met the clear and convincing standard.

Campolong's counsel did not ask Odom what he may subjectively believe about these critical parts of his burden of proof. Counsel asked him 1) what oral evidence (witnesses) and 2) what written evidence (documents) do you have to prove your case. The questions are obvious and important ones to ask a party that has brought a lawsuit concerning defamation of a public figure. Odom's contention that he should not be "punished" for not "articulating" his grounds is an incredible plea for jurisprudence. (Odom's Rule 59(e), pg. 6). Odom testified, in his own words, that he did not have any evidence and the fact is he does not have any that rises to the heightened level of clear and convincing proof of constitutional actual malice.

- C. Odom's references to the record are not clear and convincing evidence of constitutional actual malice as to Campolong.

Introduction

More than four years after filing this lawsuit, and after numerous depositions, Odom abandoned his libel claims at the hearing on August 17, 2022. Odom writes in his Memorandum for his Motion to Reconsider that, “[p]laintiff has conceded the 2012 letter would likely be protected by a qualified privilege, and *thus not be unlawful*.” (Odom’s Rule 59(e), pg. 15). Yet, in fact, Odom continues to rely heavily on testimony surrounding the 2012 letter to argue his case that he has sufficient evidence to meet the clear and convincing standard. Odom’s continued reliance on testimony surrounding the 2012 letter, and the letter’s contents, abandoned as libelous, admittedly privileged and barred by the statute of limitations, is simply not clear and convincing evidence.⁹ The Court stated, “[a]gain, 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.” (Order, pg. 12).

Odom’s concession for his libel claims means that Odom must now prove that Campolong slandered him with actual malice within two years before the filing of the Complaint.¹⁰ In doing so, Odom must prove sufficient evidence that clearly and convincingly shows that Campolong made a non-privileged oral false statement about Odom to a third person with knowledge that the statement was false, or that Campolong made the statement with reckless disregard for the truth. There being a subjective legal standard for constitutional actual malice, Odom must prove that

⁹ Odom will also rely on the abandoned (as libelous) 2016 Campaign Flyer as a basis for slander, which is discussed later in this memorandum.

¹⁰ South Carolina has a two-year statute of limitations for defamation. *Harris v. Tietex Int'l Ltd.*, 417 S.C. 533, 542, 790 S.E.2d 411, 416 (Ct. App. 2016) (“the limitations period begins when the alleged defamatory statement is made, not when the plaintiff learns of the statement.”).

Campolong lacked a good faith belief in any *false* statement he made about Odom – that Campolong entertained serious doubts about what he said concerning Odom. *See Peeler v. Spartan Radiocasting, Inc.*, 324 S.C. 261, 478 S.E.2d 282 (1996); *Garrison v. State of La.*, 379 U.S. 64, 74, 85 S.Ct. 209, 216, 13 L.Ed. 125 (1964) (“only those false statements made with the **high degree of awareness** of their probable falsity demanded by New York Times may be the subject of either civil or criminal sanctions.”) (emphasis added).

The Complaint was filed on April 23, 2018, so the period for an actionable slander would be between April 23, 2016 and April 23, 2018. As discussed already, Odom alleges that Campolong slandered him in front of Bolton and Stephens during this two-year period. As pled in his Complaint, Odom contends that the alleged slanderous statements were about the \$850,000.00 grant issued to the Town of McBee in 2001 (Complaint ¶ 2) and a puncture to one of the Town’s water system’s lines that occurred on June 18, 2015 (Complaint ¶ 6).¹¹

Again, the allegations in ¶ 2 and ¶ 6 of Odom’s Complaint are not about his private life. Campolong spoke to Bolton and Stephens about matters of public concern and pleadings filed in the *Town of McBee v. Alligator* lawsuit. Campolong was repeating what the Town, through its attorneys, pled in the Amended Complaint, a public record and speech that is absolutely protected. *See Pond*, 351 S.C. at 24, 567 S.E.2d at 893 (“South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged.”). Further, there appears to have been enough evidence to satisfy Rule 11, indicating Campolong was stating something which has “good

¹¹ The alleged statement about the \$2,000.00 check for the magistrate’s fine (Complaint ¶ 3) appeared in Town Council’s July 9, 2012 letter only. No witness heard (including Bolton and Stephens) Campolong say anything about Odom and the check. (Campolong’s Memorandum in Support of Motion for Summary Judgment, pgs. 15-16, filed on July 26, 2022). Therefore, the allegations in Paragraph 3 of Odom’s Complaint about the check are not a basis for slander.

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...”).

Second, elections for town council and mayor (and subsequent contest) in the Town of McBee were taking place during much, if not all, of the two-year period. Thus, discussions between Campolong, Bolton and Stephens were about candidate Odom. Statements made about candidates during an election are some of the most protected forms of First Amendment free speech in this country. 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.’ ” *George v. Fabri*, 345 S.C. at 454, 548 S.E.2d at 875 (citing *Harte-Hanks Communications, Inc. v. Connaughton*, 491 U.S. 657, 686, 109 S.Ct. 2678, 105 L.Ed.2d 562 (1989) (quoting *Ocala Star-Banner Co. v. Damron*, 401 U.S. 295, 300, 91 S.Ct. 628, 28 L.Ed.2d 57 (1971))).

In 2016, Odom ran for Mayor against Campolong and lost. In 2018, Odom ran for a seat on Town Council and won. The results of the 2106 election were contested and came before the Town of McBee Municipal Election Commission (“MEC”). Campolong was a party to the contest. In 2017, 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 unethical and illegal behavior during the 2016 race:¹²

¹² 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 filed on July 26, 2022). No further appeal was taken.

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)).

Exhibit H, [filed on July 26, 2022 in the present civil action] - MEC Order, pg. 4, filed on September 20, 2016.

With the Town of McBee lawsuit pending and elections consuming most of the two-year period, First Amendment protected speech for matters of public concern, First Amendment protected speech for elections, the *New York Times* standard for public figures and officials, absolute privilege for statements in judicial proceedings and the legislative absolute privilege overlay what Campolong allegedly said to Bolton and Stephens. Campolong submits that the Court correctly decided that Odom did not have sufficient evidence that was clear and convincing proof that Campolong subjectively entertained serious doubts about the truth of what he said about Odom; and Campolong did not express what he said with a high degree of awareness of the probable falsity. *See Elder*, 341 S.C. at 114, 533 S.E.2d at 902 (citing *Garrison v. Louisiana*, 379 U.S. 64, 74, 85 S. Ct. 209, 13 L.Ed.2d 125 (1964)). The Court properly decided the case on summary judgment.

1. Odom's references to the Record are insufficient to meet the clear and convincing standard for constitutional actual malice.

Odom's references to the record are insufficient to meet the clear and convincing standard for constitutional actual malice. Odom refers to the same parts of the record that he did in his memorandum in opposition filed on August 16, 2022.¹³ And, Odom makes the same arguments about the record again. Odom is simply asking the Court to listen to him one more time. For this motion to reconsider, Campolong's responses to follow are organized by 1) topics in Odom's memorandum, 2) Odom's specific arguments (underlined) and combined around the topics, 3) deposition testimony (where cited by Odom), and 4) Campolong's response. Campolong will address Odom's references to the record and show that he misconstrues it in parts. Thus, the point he attempts to make for clear and convincing proof fails. That said, even if Odom did correctly construe the record, he does not present sufficient evidence to meet the clear and convincing standard for constitutional actual malice.

I. Investigations

- A. Odom: "To reiterate Plaintiff's evidence of actual malice, the first instance of Campolong making his 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:"

(Odom's Rule 59(e), pgs. 3-4).

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.

¹³ See Odom's Memorandum in Opposition to Campolong's Motion for Summary Judgment, pgs. 19-21, filed on August 16, 2022.

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. 2, Dep. of Wise pgs. 9:22-10:10).

B. Odom: “Campolong has admitted that he never personally investigated his claims, and that he had no personal knowledge of any wrongdoing by Odom.” (*Id.* at 21:24-22:13, 30:13-16).

(Odom's Rule 59(e), pg. 4).

Q: Did you authorize anyone to conduct an investigation of Mr. Odom?

A: For what?

Q: Any purpose?

A: Did I authorize anybody?

Q: Yes.

A: Within our town government?

Q: Anybody, anywhere?”

A: To conduct an investigation of Mr. Odom?

Q: Yes.

A: No. Specifically I can't recall that, specifically having an investigation of Mr. Odom.

(Dep. of Campolong, pg. 21, L 24-25, pg. 22, L 1-10, pg. 30, L 13-16).

Response

In the excerpt from Patricia Wise's deposition above, Odom's counsel examined Wise about Town Council's July 9, 2012 letter and whether she conducted an investigation into allegations contained in the letter before it was sent to the Attorney General. In the excerpt from Campolong above, Odom's counsel examined him about the 2012 letter too. (Dep. of Campolong,

pg. 21, L 1-12, 16-25). The relevance for whether a party investigated before making an alleged libelous or slanderous statement has been addressed by the United States Supreme Court and the South Carolina Supreme Court. *See, e.g., St. Amant v. Thompson*, 390 U.S. 727, 733, 88 S. Ct. 1323, 1326, 20 L.Ed.2d 262 (1968) (“Failure to investigate does not itself establish bad faith”); *Elder*, 341 S.C. at 114-15, 533 S.E.2d at 902. Odom cites *St. Amant* to say that the failure to investigate facts can constitute actual malice when there is obvious reason to doubt the veracity of the [informant]. (Odom’s Rule 59(e), pg. 6). The more complete citation includes the following: “reckless conduct is not measured by whether a reasonably prudent man would have published, or would have investigated before publishing. There must be sufficient evidence to permit the conclusion that the defendant in fact entertained serious doubts as to the truth of his publication.” *St. Amant*, 390 U.S. at 731, 88 S. Ct. at 1325; *Elder*, 341 S.C. at 114, 533 S.E.2d at 902.

Odom also cites the *Elder v. Gaffney Ledger* to say, “[e]vidence of motive is relevant to the actual malice inquiry.” (Odom’s Rule 59(e), pg. 6). The more complete citation includes the following: “[a]lthough evidence concerning motive or care may bear some relation to the actual malice inquiry; however, ‘courts must be careful not to place too much reliance on such factors’.” *Elder*, 341 S.C. at 115, 533 S.E.2d at 902 (citing *Harte-Hanks*, 491 U.S. at 668, 109 S.Ct. 2678). Campolong submits that whether and to what extent Wise, Campolong, or really, Town Council¹⁴, investigated *allegations* before sending the *privileged* letter to the Attorney General back in 2012 is not clear and convincing evidence of actual malice – particularly not for some vague alleged slanders, involving privileged matters, made to two other council members

¹⁴ The very fact that all members of Town Council agreed to and signed the letter is seemingly clear and convincing evidence that Campolong alone did not make a false statement with the high degree of awareness of its probable falsity. One must wonder why Odom did not sue all the members of Town Council.

several years later during an election. The decision to grant summary judgment in Campolong's favor is consistent with the principles addressed in *St. Amant* and *Elder*.

II. The \$850,000.00 Grant

- A. Odom: "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. 3, Campolong Dep. 19:18-23). Thus, Campolong has always been aware that this was the grant's purpose, calling into doubt whether it would have been reasonable for him to subjectively believe his claims that Odom misappropriated the tobacco settlement money."

(Odom's Rule 59(e), pg. 4).

*A: To my recollection from Mr. Way, I understood it was going to be an alliance and, to my knowledge, it never - - **McBee has never been included in the alliance or any fees or anything.***

Q: You can go ahead and answer. Have you seen anything that says that the Town of McBee did not receive any money they were supposed to receive from the grant of \$850,000.00.

A: It seems to me that I did see a letter from Secretary Way that there was an alliance.

Q: An alliance?

A: Yes.

(Ex. 3, Dep. of Campolong, pg. 19, L 3-6, 18-23).

- B. Odom: "In fact, both Campolong and McLeod testified that they did not know how the grant was obtained." (Id. at 30:13-16).

(Odom's Rule 59(e), pg. 5).

A: You keep using the word "falsely." I asked them to investigate it.

Q: Well, you didn't ask them to - -

A: And I - - and it probably was - - it was probably, again, my duty as the mayor to find out the money that was - - that came through the Town of McBee to find out where and how and so forth.

Q: Did you ever ask Mr. Odom - -

A: No, sir.

Q: - - about the money?

A: No, sir.

Q: Did you ever ask anybody about the money, about what it was used for, other than writing this letter to SLED?

A: No sir. It was in the reports that we made. Also, it was in the minutes. I think, that the money was going to be going from the Town of McBee to Alligator.

(Ex. 3, Dep. of Campolong, pg. 30, L 1-16).

Response

Odom contends Secretary of Commerce Charles S. Way, Jr.'s letter dated May 9, 2001 is proof that Campolong knew the purpose of the grant; and, therefore, Campolong entertained serious doubts about the truth of what he allegedly said to Bolton and Stephens. (Odom's Rule 59(e), pg. 4). Secretary Way's letter does not prove that Campolong entertained serious doubts about the truth of what he allegedly said. There is no dispute that the Department of Commerce can and did administer the grant. That much is not an issue. The issue is Odom's conduct in handling the grant and that conduct forms a basis for Campolong's subjective beliefs about Odom and that of many residents in the Town. To be sure, it is not for the Department of Commerce to conduct a conflict check of or for a mayor concerning a mayor's use of public funds. A mayor must do so and must know that his constituents will hold him accountable as a public servant. Odom believes it is appropriate for a public official to steer public money to a private company in which the official is a general manager. Town of McBee residents do not think so. Campolong does not think so. It is a violation of South Carolina law for a municipal official to do so. *See* S.C. Code Ann. §8-13-700(A)-(B) (Supp. 2001 and 2002); S.C. Code Ann. §8-13-100(27) (Supp. 2001 and 2002) (definition of public official); S.C. Code Ann. §8-13-100 (11) (Supp. 2001 and 2002) (definition

of economic interest). Town residents believe that Odom did something wrong, and many expressed that opinion a few years later at the polls and in their own words in depositions taken in this case.¹⁵

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.

Town of McBee v. Alligator Rural Water & Sewer Company, Inc. C/A 2015-CP-13-379
(Amended Complaint filed on May 4, 2016) (Exhibit E).

Some Town of McBee residents do not trust Odom and a basis for that mistrust has been affirmed through discovery in this lawsuit. For example, the Department of Commerce awarded the grant to the Town of McBee in 2001. At that time, Odom was the mayor. (Order, pg. 2). In his deposition, Odom testified that he was not the general manager of Alligator while he was mayor because he was working for Sonoco. (Dep. of Odom, pg. 29, L 5-18; pg. 34, L 14-20). Odom testified that he left Sonoco in 2003 and then became the general manager of Alligator. (Dep. of Odom, pg. 29, L 5-18; pg. 34, L 14-20). In so testifying, Odom hoped to satisfy his doubters, and swear to them, that he was not Alligator's general manager and mayor at the same time in 2001.

¹⁵ (Campolong's Memorandum in Support of Motion for Summary Judgment, pgs. 11-13, filed on July 26, 2022).

Discovery in this lawsuit revealed that Odom's testimony was false. The Department of Commerce produced a letter, dated April 16, 2001, that Odom wrote to the Department. (Appendix) (Exhibit N, filed on August 17, 2022) . Odom wrote the letter on Alligator's letterhead and signed it as the general manager of Alligator. The letter reveals two things about Odom that Campolong and other Town residents thought about him for years. First, the letter confirmed that *Mayor* Odom was Alligator's general manager at the time he solicited the grant in 2001. Second, the letter confirmed that Odom was in fact acting on behalf of Alligator and not the Town of McBee. Remarkably, Odom argued in his Memorandum in Opposition to Campolong's Summary Judgment that, "[a] [2016] 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." (Memo., pg. 6, filed on August 16, 2022). Like Town Council's 2012 letter, Odom abandoned the Campaign Flyer as a basis for libel after more than four years of litigation. The fact is the 2016 Campaign Flyer stated the truth – that Odom was the general manager of Alligator while serving as mayor and he acted on behalf of Alligator. Campolong stated the truth about Odom in the Flyer, and what Campolong said to Bolton and Stephens during the same period was supported by facts and true as well.

Odom did something else in 2001 that made Town residents distrust him. Odom told residents that the Town of McBee did not have a project for the \$850,000.00 grant and thus it was okay to use the proceeds for the Town of Jefferson. (Dep. of Billy Rex Lovelace, pg. 10, L 10-25; p. 11, L 1-9). Odom, however, admitted in his deposition that there *were* projects in the Town of McBee in 2001/2002 that the grant would benefit, including to repair the filters for the Town wells.

(Dep. of Odom, pg. 81, L 13-25).¹⁶ Odom, of course, had other ideas for the money and that was for Alligator. What did Odom and Alligator stand to gain from the grant? Since the water line came into operation in 2002, Alligator has sold and continues to sell the water running through it, approximately 30 million gallons a month, to businesses or residents in Jefferson. (Dep. Odom, p. 77, L 10-24); (Dep. of Odom, p. 79, L 14-25). The Town of McBee has not received any of the profits for *its* grant.

III. Campolong Statements

- A. Odom: “Vitaly, Campolong has stated that he did not personally believe that Odom had done anything illegal. (Ex. 3, Campolong Dep. 9:2-24, 11:4-12, 74:22-24).”

THE WITNESS: I don't believe that I have accused of criminal conduct.

BY MR. PARKER:

Q. What did you accuse him of?

A. The letters -- I think you have copies of the letters that were sent to the attorney general.

Q. Who else?

A. That's the only two that I recall is the two letters to the attorney general.

Q. And who else have you told about Mr. Odom?

A. About Mr. Odom?

Q. Yes. Who have you had discussions with about Mr. Odom and his allegedly criminal conduct?

A. I did not say I had any alleged criminal conduct. I left that up to the attorney general's office to determine.

Q. And you are denying that you said that Mr. Odom was engaged in criminal conduct?

A. Yes, sir.

Q. And you did not tell anybody with law enforcement that?

¹⁶ The history of the wells is documented in the SC Court of Appeals decision *A.O. Smith Corporation v. Town of McBee*. (Opinion No. 5682, Filed August 28, 2019) (Exhibit I, filed on July 26, 2022).

A. *That he was engaged in criminal conduct?*

Q. *Correct.*

(Dep. of Campolong, pg. 9, L 2-24)

A. *Has he engaged in any illegal activities?*

Q. *Yes.*

A. *I haven't made a determination of that. It was up to the Department of Justice, the attorney general's office.*

Q. *I'm asking have you stated he had done that?*

A. *Illegal? I don't believe I've done anything illegal -- said he's done anything illegal.*

(Dep. of Campolong, pg. 11, L 4-12).

Q. *What do you know of that Mr. Odom has done illegal that you have personal knowledge of?*

A. *Illegal, I do not know.*

(Dep. of Campolong, pg. 74, L 22-24).

Response

Odom misconstrues Campolong's testimony. Like with Patricia Wise, the questions in this part of Campolong's deposition centered around the contents of Town Council's 2012 letter. Odom's counsel questioned Campolong about allegations of illegality made in that letter. Campolong testified that whether there was in fact illegal conduct was for the Attorney General to decide. Town council was seeking an investigation. Like the legislators in *Richardson v. McGill*, the mayor and council members are permitted by law to request an investigation without having to justify their actions in a lawsuit. *See Richardson v. McGill*, 273 S.C. at 144, 255 S.E.2d at 342. ("Under the present facts, public policy mandated that legislators be permitted to pursue reports of incompetent **or illegal behavior** involving appointed county personnel without the necessity of having to justify their actions in a suit for defamation.") (emphasis added).

IV. Chesterfield County Solicitor

- A. Odom: “Wise, testified that at some point Campolong had possibly received the January 23, 2013 determination by Solicitor Rogers that there was no evidence of criminal wrongdoing.” (Ex. 2, Wise Dep. 110:10-12).

A: No, I don't know. All I know is that sometime within the last six months I saw something from - - in these documents that indicated that could - - might be the case.

Q. You received the SLED documents; correct?

A. Well, my father did and, again, I might pull them off the computer for him and give them to him.

Q. And you've looked at them?

A. Months ago I glanced. I didn't -- I saw that they came, I haven't reviewed -- I haven't read them in any detail.

(Ex. 2, Dep. of Wise, pg. 110, L 6-12).

Response

Odom misconstrues Patricia Wise's testimony. Campolong received the SLED report in the document production served by Odom on September 14, 2018 in this lawsuit. (Appendix). Wise's deposition took place on September 23, 2019. Wise stated, “I might pull them off the computer for [my father]” Wise did so for her father because the discovery was produced electronically to the parties in this lawsuit. Wise assisted her father in retrieving the document production from a computer. Wise stated she looked at the SLED report “within the last six months” or “months ago” [during the lawsuit] when she “saw it came in” – not years ago before the lawsuit was commenced.

John Campolong received Solicitor Rogers' letter for the first time in the document production served by Odom on September 14, 2018. The following is Campolong's testimony concerning the letter and whether Campolong received it before the filing of the lawsuit.

Q: Do you know who Mr. William B. Rogers, Jr. was?

A: No, sir.

Q: And you haven't seen a letter from him that stated, "It's my opinion there is no evidence of any violation of criminal laws and the above case does not warrant prosecution" applying to Mr. Odom?

A: No, sir.

Q: That was written on January 23, 2013 and no one ever told you that?

A: No sir.

Q: You did not learn that from any source?

A: I do not – I would have – none of that was ever given to me.

Q: Did you ever inquire of the solicitor about the case?

A: No, sir.

(Ex. 3, Dep. of Campolong, pg. 30, L 20-25; pg. 31, L 1-11).

Solicitor Rogers addressed his letter to a SLED employee. (Odom's Exhibit 13, filed on August 16, 2022). There is no indication that Solicitor Rogers informed Campolong or Town Council of the results of his investigation. Regardless, a solicitor has the discretion to bring charges and may choose not to do so for any number of reasons. The Solicitor's decision not to bring criminal charges does not mean that Odom's directing grant money to Alligator was not self-serving, unethical and wrong in the eyes of Campolong and some Town residents.

V. Fellow Council Member

- A. Odom: "Fellow Town Council member has testified that Campolong did not have any proof to substantiate any of his claims." (Ex. 4, Stephens Dep. 5:7-21; 8:10-15).

Response

First, proof is in affidavits filed on behalf of the Town in the *Town of McBee v. Alligator* lawsuit. And Stephen was on Town Council during the pendency of the lawsuit. Second, the Court

will see in the deposition excerpts below that Stephens was unsure in part about who was speaking. This uncertainty alone is “an unavoidably substantial factor” for assessing whether Stephens’ testimony is clear and convincing. (Order, pg. 16). Moreover, one can consider the occasion. According to Stephens, the discussions took place in Town Council’s executive sessions that the Court ruled are absolutely privileged. Such occasion is evident in reading the rest of Stephen’s testimony that comes after the part cited by Odom:

Q: We have alleged that they falsely accused Mr. Odom of using \$850,000. That was received from the tobacco settlement funds and was used by the Chesterfield Rural Water Company, that they said that. He had illegally used the money, \$850,000. Have you heard either one of them say that?

*A. If I'm not mistaken, I think Mr. Campolong mentioned something to that effect, **but I'm not exactly sure.** (emphasis added)*

Q. Was this outside of council meetings or when was it?

*A. **It was during council meeting.***

Q. During the Council meeting?

A. Uh-huh

Q. In executive session or not?

*A. **Yes, sir, executive session.** (emphasis added)*

*Q. And was **that a topic of the executive session?***

A. The water itself was and that’s when all the other stuff came up.

(Dep. of Stephens – pg. 5, L 22-25, pg. 6, L 1-16).

Q. Any other things that you've heard either of these gentlemen say negative about Mr. Odom that you can recall?

*A. Just like I said, that they said he was a crook and stole money from the town when he was in office and they had said they had, you know, proof of these things. But whenever I spoke with them and asked them to show me the proof or whatever the case may be, nobody could produce anything. **It's been stated more than one -- on one occasion or more than one meeting. When we go in executive session, anytime the water comes up, something is going to come back to his name reflected in it and not always in a positive manner.***

(Dep. of Stephens - pg. 8, L 7-20).

For the one occasion where Campolong and Stephens (only) met outside the Town Hall building, Campolong and Stephens were at Campolong's business office. (Dep. of Stephens, pp. 11, 22-25).¹⁷ The meeting between them was about the \$850,000.00 grant and the puncture to the water line, which "had some relation to or were part of their duties" as members of Town Council. *See Richardson v. McGill*, 273 S.C. at 146, 255 S.E.2d at 343. The single meeting between them involves an absolutely privileged discussion, involving a matter of public concern, about a public figure and is otherwise insufficient evidence to meet the clear and convincing standard.

III. The Court correctly ruled that alleged statements made to Bolton and her sister do not rise to the level of actual malice.

The Court ruled that alleged statements made to Bolton and her sister do not rise to the level of actual malice. (Order, pg. 16). First, the Court found the deposition testimony is unclear as to the identity of the speaker, and such unclarity was a substantial factor to consider in assessing whether Odom met his burden of proof. (Order, pg.16). Such unclarity of the speaker is yet another example of Bolton (and Stephens) being vague about who or what was said – and their testimony being insufficient evidence.

Odom criticizes the Court for ruling that statements such as "messed up" or "ruined" the Town of McBee are not actionable opinion. (Odom's Rule 59(e), pg. 11 n. 3). Odom claims these statements are "actionable regardless of whether they are framed as opinion, as they imply

¹⁷ Stephens testified that he and Campolong are not social or personal friends, and interactions between them concern Town Council matters. (Dep. of Stephens, pg. 11, L 25, pg. 12, L 1-11).

undisclosed facts that if untrue would damage Odom's reputation and call into question his fitness as a public official." *Id.* Odom's contention is wrong.

The U.S. Supreme Court has "declined to adopt an artificial dichotomy between 'opinion' and 'fact,' and it specifically eschewed the multifactor tests that several lower courts (including [the Fourth Circuit]) had utilized to categorize speech." *Snyder v. Phelps*, 580 F.3d 206, 219 (4th Cir. 2009), *aff'd*, 562 U.S. 443, 131 S. Ct. 1207, 179 L. Ed. 2d 172 (2011). As the Supreme Court explained in *Mikovich*, the "dispositive question" is whether a factfinder might conclude that statements could be proven true or false. *Id.* (citing *Milkovich v. Lorain J. Co.*, 497 U.S. 1, 21, 110 S. Ct. 2695, 2707, 111 L. Ed. 2d 1 (1990)). Courts are therefore obligated "to assess how an objective, reasonable reader would understand a challenged statement by focusing on the plain language of the statement and the context and general tenor of its message." *Id.* Courts "must emphasize the 'verifiability of the statement,' because a statement not subject to objective verification is not likely to assert actual facts." *Id.* (citation omitted). This is why one of the two subcategories of constitutionally protected speech is "statements on matters of public concern that fail to contain a 'provably false factual connotation.'" *Id.*, 580 F.3d at 219 (citing *Mikovich*).¹⁸ The other constitutionally protected speech is "rhetorical statements employing 'loose, figurative, or hyperbolic language'[,] [which] are entitled to First Amendment protection to ensure that 'public debate will not suffer for lack of 'imaginative expression' or the 'rhetorical hyperbole' which has traditionally added much to the discourse of our Nation.'" *Id.*, 580 F.3d at 220 (citing *Mikovich*).

¹⁸ Protection for First Amendment speech for matters of public concern, *Snyder*, 562 U.S. at 451-52, 131 S. Ct. at 1215, and First Amendment speech about candidates, *Fabri*, 345 S.C. at 454, 548 S.E.2d at 875, are also applicable for analyzing Campolong's alleged statements to Bolton and her sister.

Calling a worker who crossed a picket line a “traitor” or describing a negotiating position as “blackmail” are not actionable statements and, in the latter case, cannot be said to convey commission of an actual crime. *Id.*, 580 F.3d at 220 (citing *Letter Carriers v. Austin and Greenbelt Coop. Pub’g Ass’n v. Bresler*). Campolong’s opinions concerning Odom’s effect on the town do not contain a provably false factual connotation. What verifiable fact would *prove* that Odom “messed up” or “ruined” the Town of McBee? What does “messed up” or “ruined” even mean? The language is-at most-nothing more than “loose, figurative, or hyperbolic language” against a political opponent. The Court is correct. These alleged statements are insufficient to support a cause of action for defamation of a public figure or a political candidate. (Order, pg. 16).

IV. The Court correctly ruled that the statute of limitations bars Odom’s civil conspiracy cause of action.

Lastly, the Court ruled that Odom’s conspiracy cause of action is barred by the three-year statute of limitations. (Order, pgs. 20-21). Odom challenges this ruling. (Odom’s Rule 59(e), pg. 12). Odom’s argument centers around the Court adopting a continuing breach theory. The Court did not do so and should not.

Per the Supreme Court, “South Carolina has not adopted the continuing breach theory¹⁹ in *Janssen, Marshall*, or otherwise.” *Poly-Med, Inc. v. Novus Sci. Pte. Ltd.*, 437 S.C. 343, 349, 878 S.E.2d 896, 899 (2022). Odom tries to claim that *State ex rel. Wilson v. Ortho-McNeil-Janssen Pharmaceuticals, Inc.* supports the application of the “continuing breach” theory to his claim for civil conspiracy. (Odom’s Rule 59(e), pg. 12-14). But the Court’s “holding in *Janssen* is limited

¹⁹ The Supreme Court mentions that “continuing breach”, “continuing wrong”, and “continuing accrual” were used interchangeably by the federal district court involved at the beginning of the litigation in *Poly-Med. Poly-Med, Inc.*, 437 S.C. at 48, 878 S.E.2d at 899.

to the South Carolina Unfair Trade Practices Act (SCUTPA).” *Id.* In fact, “[n]othing in *Janssen* suggests the Court adopted...a generalized legal concept for courts to apply outside the statutory context of SCUTPA.” *Id.* Odom relies on *State ex rel. Wilson* more so than *Marshall v. Dodds*; but that latter case would not be helpful, either. *Marshall* involved the interpretation of the statute of repose for medical malpractice claims. *Poly-Med, Inc. v. Novus Sci. Pte. Ltd.*, 437 S.C. at 350, 878 S.E.2d at 899. Like *Janssen*, the basis of the Court’s ruling was the language of a statute. *Id.*, 437 S.C. at 350, 878 S.E.2d at 899. A statute of repose is distinct from a statute of limitations, moreover. “To apply *Marshall*’s rationale to [other] claims where the limitations period does not involve a statute of repose would extend *Marshall* far beyond its reach.” *Id.*, 437 S.C. at 350, 878 S.E.2d at 900. The Court emphasized this by pointing out that a statute of repose does not involve the discovery rule. “In jurisdictions that have a discovery rule like South Carolina, the clear majority rule rejects the continuing breach theory.” *Id.*, 437 S.C. at 351, 878 S.E.2d at 900. Civil conspiracy is subject to a three-year statute of limitations and the discovery rule. *See Murphy v. Jefferson Pilot Commc’ns Co.*, 657 F. Supp. 2d 683 (D.S.C. 2008) (concerning in part the claim of civil conspiracy, the statute of limitations, and the discovery rule). Contrary to Odom’s claims, “*Janssen* and *Marshall* concern the application of statutory language to effectuate the intent of the South Carolina legislature[.]” *Id.* They “are properly viewed as statutory construction decisions[.]” *Id.*, 437 S.C. at 353 n. 6, 878 S.E.2d at 901 n. 6. Consequently, the “continuous breach”, “continuous accrual”, or “continuing wrong” theory should not be applied to Odom’s civil conspiracy cause of action.

As an alternative, Odom tries to argue that the discovery rule saves his civil conspiracy cause of action. (Odom’s Rule 59(e), pg. 14-15). “None of the parties have pointed to any evidence in the record of any unlawful acts or lawful acts achieved by unlawful means committed in

furtherance of the alleged conspiracy until 2016, when Campolong’s campaign created its defamatory flyers and both Defendants began making defamatory statements to McBee citizens concerning Odom.” (Odom’s Rule 59(e), pgs. 14-15).^{20 21} Odom continues by claiming that “[w]hile [he] has pointed to the 2012 letter as evidence of an agreement between Defendants, his claims of civil conspiracy could not have accrued at that time, and he could not have suffered any legally recognizable damage until the defamatory statements concerning him began to be published in an unlawful manner.” (Odom’s Rule 59(e), pg. 15).

Odom once again misreads the record and misunderstands the effect of the discovery rule. First, the elements of civil conspiracy are four: “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 Cnty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), *reh’g denied* (Aug. 18, 2021). (Civil conspiracy is an intentional tort, and an intent to harm remains part of the analysis. *Id.*, 433 S.C. at 574 n. 9, 861 S.E.2d at 780 n. 9.) Second, although Odom tries to claim that the 2012 letter is merely “evidence of an agreement”—writing, signing, and sending the 2012 letter to the Attorney General *are overt actions*. These actions *are in furtherance of the alleged preexisting or simultaneous agreement*.

²⁰ Odom writes, “both Defendants began making defamatory statements to McBee citizens.” Again, the only alleged statements made by Campolong were to Bolton and Stephens.

²¹ During this lawsuit, Odom alleged that the 2016 Campaign Flyer was a basis for his libel claims. (Dep. of Odom, pg. 40, L 1- 8). As he does with the town council 2012 letter, Odom continues to use the 2016 Campaign Flyer to support his arguments even though he has abandoned his libel claims.

Per Section 15-3-530, a party must bring within three years “an action for assault, battery, or any injury to the person or rights of another, not arising on contract and not enumerated by law, and those provided for in Section 15-3-545[.]” S.C. Code Ann. § 15-3-530(5). Under the discovery rule, “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.” S.C. Code Ann. § 15-3-535.

The Supreme Court has interpreted “reasonable diligence” to mean this:

The exercise of reasonable diligence means simply that an injured party must act with some promptness 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. *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 Exch., Inc., 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981) (emphasis added).

Odom testified that he knew who had filed a complaint against him by 2012.

Q: What did SLED tell you the purpose of the interview was when he approached you?

Odom: “[H]e said the mayor and the Town [of McBee] had filed a complaint asking for an investigation on numerous things.”

(Dep. of Odom, pgs. 93, L 8-16).

Odom contends that everything alleged against him was false. He presumably would have contended this in 2012 as well. Consequently, he knew that he *might* have a cause of action against the signees of the letter, even if he did not seek advice of counsel in 2012 or “develop a full-blown theory of recovery”. The discovery rule applies although he now “concede[s] [] the 2012 letter would likely be protected by a qualified privilege, and thus would not be unlawful.” (Odom’s Rule

59(e), pg. 15). An element of civil conspiracy is “to commit an unlawful act or a lawful act *by unlawful means*”. *Supra* (emphasis added). Making a false statement to law enforcement is a crime. *See, e.g.*, S.C. Code Ann. §16-17-722 (filing of false police reports). It should also be noted that, before abandoning all claims for libel, Odom sued Campolong because the 2012 letter was said to be libelous. Odom clearly did not think the letter was no more than “evidence of an agreement” then. Consequently, the discovery rule does not save Odom’s civil conspiracy claim. He knew in 2012 that “some right of his has been invaded or that some claim against another party might exist”. Odom’s conspiracy cause of action is barred by the three-year statute of limitations.

V. Conclusion

The Court should deny Odom’s Motion to Reconsider the Order Granting Summary Judgment for Defendants John Campolong and A.C. McLeod.

Respectfully Submitted,

s/John L. McCants

John L. McCants (SC Bar #10423)

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ATTORNEYS FOR DEFENDANT JOHN CAMPOLONG

April 6, 2023

APPENDIX

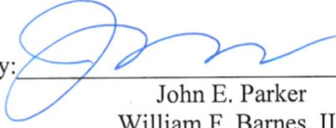
9. Produce all documents in your possession, custody or control that Plaintiff has received from a subpoena issued pursuant to the South Carolina Rules of Civil Procedure or a Freedom of Information request.

RESPONSE:

The following documents are attached hereto:

- SLED Investigative Report
- 2016.05.04 Filed Amended Complaint in the matter of *Town of McBee v. Alligator Rural Water & Sewer Company, Inc., et al.* Civil Action No.: 2015-CP-13-379
- 2016.05.09 Filed Affidavit of John Campolong, Mayor of Town of McBee in the matter of *Town of McBee v. Alligator Rural Water & Sewer Company, Inc., et al.* Civil Action No.: 2015-CP-13-379

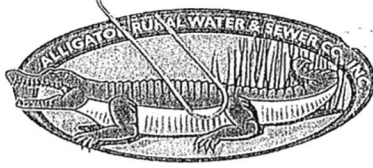
PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

By: 

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(803) 765-1243

April 16, 2001

Mr. Murk Alexander
S.C. Department of Commerce
1201 Main Street
17th Floor
Columbia, S.C. 29201

*- 10 COG memo
- script*

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

Exhibit O

ROA-1215

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHESTERFIELD

GLENN C. ODOM,

Plaintiff,

vs.

CASE NO. 2018-CP-13-275

JOHN CAMPOLONG AND A.C. MCLEOD,

Defendants.

DEPOSITION OF: PATRICIA WISE

DATE: September 23, 2019

TIME: 10:08 A.M.

LOCATION: Gallivan White & Boyd, PA
1201 Main Street, Suite 1200
Columbia, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: LORI S. MORTGE,
Certified Court
Reporter, CCR

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ROA-1216

status?

A. I don't know.

Q. Approximately?

A. I really don't know.

MR. MCCANTS: Let me do one thing real quick. Mayor, do you mind hitting the mute button? Mayor?

MAYOR CAMPOLONG: Do what?

MR. MCCANTS: Will you hit the mute button for us? Your mute button. Thank you. Okay. Go ahead.

BY MR. PARKER:

Q. You don't know when your husband took retired status, approximately which year?

A. I don't. I really don't.

Q. Has it been more than five years?

A. Probably.

Q. Now, we're here today to take your deposition in a case that Mr. Odom has brought against your father. You understand that?

A. I do.

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.

1 THE WITNESS: I don't understand your
2 question.

3 BY MR. PARKER:

4 Q. What is it you don't understand about
5 it?

6 A. I don't know that I did -- what do you
7 mean by become involved with the Town of McBee in
8 investigating Mr. Odom?

9 Q. Well, didn't you investigate Mr. Odom?

10 A. Not -- not substantially.

11 Q. Well, you substantially made accusations
12 against him, didn't you?

13 A. No.

14 MR. LAY: Object to the form.

15 BY MR. PARKER:

16 Q. You didn't make any?

17 A. I stated certain facts that I found upon
18 review of documents.

19 Q. All right. When did you start reviewing
20 documents about Mr. Odom?

21 A. Well, probably a couple of years after
22 we were involved in a lawsuit with him.

23 Q. What type of lawsuit?

24 A. He brought -- he sued my father
25 concerning some property that he has and had some

110

1 it appeared to be deposited into a personal account.

2 Q. But you found out that it was, in
3 fact --

4 A. You know --

5 Q. -- deposited; correct?

6 A. No, I don't know. All I know is that
7 sometime within the last six months I saw something
8 from -- in these documents that indicated that
9 could -- might be the case.

10 Q. You received the SLED documents;
11 correct?

12 A. Well, my father did and, again, I might
13 pull them off the computer for him and give them to
14 him.

15 Q. And you've looked at them?

16 A. Months ago I glanced. I didn't -- I saw
17 that they came, I haven't reviewed -- I haven't read
18 them in any detail.

19 Q. Well, let me ask you. Do you contend
20 today that Mr. Glenn Odom has done anything immoral
21 or unethical or illegal?

22 MR. MCCANTS: Objection to the form.

23 MR. LAY: Objection to the form.

24 THE WITNESS: It's not for me to say.

25 BY MR. PARKER:

In the Matter Of:

Glenn C Odom vs.
John Campolong, et al

John Campolong

January 08, 2019



A. William Roberts, Jr. & Associates

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ROA-1220

1 MR. MCCANTS: Object to the form.

2 THE WITNESS: I don't believe that I
3 have accused of criminal conduct.

4 BY MR. PARKER:

5 Q. What did you accuse him of?

6 A. The letters -- I think you have copies of
7 the letters that were sent to the attorney general.

8 Q. Who else?

9 A. That's the only two that I recall is the
10 two letters to the attorney general.

11 Q. And who else have you told about Mr. Odom?

12 A. About Mr. Odom?

13 Q. Yes. Who have you had discussions with
14 about Mr. Odom and his allegedly criminal conduct?

15 A. I did not say I had any alleged criminal
16 conduct. I left that up to the attorney general's
17 office to determine.

18 Q. And you are denying that you said that
19 Mr. Odom was engaged in criminal conduct?

20 A. Yes, sir.

21 Q. And you did not tell anybody with law
22 enforcement that?

23 A. That he was engaged in criminal conduct?

24 Q. Correct.

25 A. I only told them what's on the letters.

11

1 first have you ever stated that Mr. Odom had been
2 engaged in illegal activities and I think you said no
3 and I'm asking you now do you want to retract that?

4 A. Has he engaged in any illegal activities?

5 Q. Yes.

6 A. I haven't made a determination of that.
7 It was up to the Department of Justice, the attorney
8 general's office.

9 Q. I'm asking have you stated he had done
10 that?

11 A. Illegal? I don't believe I've done
12 anything illegal -- said he's done anything illegal.
13 Maybe something not ethical.

14 Q. What unethical things did you state he had
15 done?

16 A. I don't recall. Other than what's in the
17 letter, I don't recall anything except as you --
18 there is one thing that I do feel like that was not
19 ethical.

20 Q. What is that?

21 A. When I came aboard, I found that Mr. Odom
22 had advertised that the McBee water system was
23 contaminated and had been for several years. When I
24 came aboard, I found that he had been serving McBee
25 their own water and selling them their own water from

19

1 that, in fact, it was intended the way it was used,
2 didn't you?

3 A. To my recollection from Mr. Way, I
4 understood it was going to be an alliance and, to my
5 knowledge, it never -- McBee has never been included
6 in the alliance or any fees or anything.

7 Q. Have you seen anything that stated that
8 the Town of McBee was an intended recipient of the
9 USDA grant money of \$850,000?

10 A. Could you repeat that?

11 Q. Have you seen anything that indicates that
12 the Town of McBee was supposed to be a recipient of
13 any of the \$850,000 from the USDA grant?

14 A. To have an alliance?

15 Q. To get any of that money.

16 MR. MCCANTS: Objection to the form.

17 BY MR. PARKER:

18 Q. You can go ahead and answer. Have you
19 seen anything that says that the Town of McBee did
20 not receive any money they were supposed to receive
21 from the grant of \$850,000?

22 A. It seems to me that I did see in a letter
23 from Secretary Way that there was to be an alliance.

24 Q. An alliance?

25 A. Yes.

1 A. In what form?

2 Q. I mean, I'm asking you, do you recall
3 writing it?

4 A. I said I don't recall accusing him of
5 \$2 million. Did you say -- what was the figure?

6 Q. I'll read it. It says, "We believe during
7 the past three years, Mr. Odom has personally
8 received a minimum of \$2.4 million to operate the
9 water company."

10 A. I don't understand the question. In his
11 salary or in his fees from McBee? I'm not -- you're
12 not clear.

13 Q. I'm reading what you wrote.

14 A. Well, I'm not clear. I wrote that? When
15 did I write that?

16 Q. Well, you wrote that -- you signed it. I
17 don't know that you wrote it. I know your name is on
18 it. It's dated July 9, 2012.

19 A. And that was signed by full council,
20 correct?

21 Q. It was signed by you as mayor and the
22 council. Where did that come from?

23 A. I can't -- I can't recall.

24 Q. Did you authorize anyone to conduct an
25 investigation of Mr. Odom?

1 A. For what?

2 Q. Any purpose?

3 A. Did I authorize anybody?

4 Q. Yes.

5 A. Within our town government?

6 Q. Anybody, anywhere?

7 A. To conduct an investigation of Mr. Odom?

8 Q. Yes.

9 A. No. Specifically I can't recall that,
10 specifically having an investigation of Mr. Odom.

11 Q. You didn't authorize your daughter to do
12 that?

13 A. No, I didn't.

14 Q. Your daughter is Patricia Wise?

15 A. Correct.

16 Q. And she's an attorney?

17 A. Yes.

18 Q. She's not your attorney in this case, is
19 she?

20 A. Oh, no. She's my daughter.

21 Q. Right. I understand that. She's never
22 operated as your attorney. She's operated as your
23 daughter, correct?

24 A. Yes.

25 Q. Did you ask her to do certain things

30

1 THE WITNESS: You keep using the word
2 "falsely." I asked them to investigate it.

3 BY MR. PARKER:

4 Q. Well, you didn't ask them to --

5 A. And I -- and it probably was -- it was
6 probably, again, my duty as the mayor to find out the
7 money that was -- that came through the Town of McBee
8 to find out where and how and so forth.

9 Q. Did you ever ask Mr. Odom --

10 A. No, sir.

11 Q. -- about the money?

12 A. No, sir.

13 Q. Did you ever ask anybody about the money,
14 about what it was used for, other than writing this
15 letter to SLED?

16 A. No, sir. It was in the reports that we
17 made. Also, it was in the minutes, I think, that the
18 money was going to be going from the Town of McBee to
19 Alligator.

20 Q. Do you know who Mr. William B. Rogers, Jr.
21 was?

22 A. No, sir.

23 Q. And you haven't seen a letter from him
24 that stated, "It's my opinion there is no evidence of
25 any violation of criminal laws and the above case

31

1 does not warrant prosecution," applying to Mr. Odom?

2 A. No, sir.

3 Q. That was written on January 23, 2013 and
4 no one has ever told you that?

5 A. No, sir.

6 Q. You did not learn that from any source?

7 A. I do not -- I would have to -- none of
8 that was ever given or sent to me.

9 Q. Did you ever inquire of the solicitor
10 about the case?

11 A. No, sir.

12 Q. Did you ever inquire of SLED about the
13 case?

14 A. About what?

15 Q. About what you had reported?

16 A. Application?

17 Q. Yes.

18 A. About looking at the application?

19 Q. About what you reported to them. Did you
20 ever talk to them about it to find out what had
21 happened?

22 A. I really don't completely understand your
23 question. Could you repeat it?

24 Q. The question is: Did you ever call anyone
25 with SLED to inquire about what had happened to their

1 cement water line? Is that your understanding?

2 A. Yes.

3 Q. Did y'all replace those asbestos water
4 lines?

5 A. Mr. Odom was mayor at the time.

6 Q. Were they replaced?

7 A. They were replaced, yes.

8 Q. Did you authorize a lawsuit against
9 Mr. Odom and Alligator by the Town of McBee?

10 A. By the Town of McBee?

11 Q. Right.

12 A. Not that I recall.

13 Q. Has the Town of McBee paid attorneys
14 pursuing Alligator Rural Water and Sewer Company?
15 Have y'all -- has the Town of McBee paid attorneys to
16 sue Alligator Rural Water?

17 A. For what?

18 Q. For anything.

19 A. I can't recall anything that we've sued
20 Alligator Rural Water for. I think in most cases,
21 all them suits came from Alligator to the town.

22 Q. What do you know of that Mr. Odom has done
23 illegal that you have personal knowledge of?

24 A. Illegal, I do not know.

25 Q. Do you know anything?



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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-1229

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 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 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 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 **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 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

In the Matter Of:

Glenn C Odom vs
John Campolong, et al

Billy Rex Lovelace

August 20, 2019



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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

In the Matter Of:

Glenn C Odom vs.
John Campolong, et al

Marion Stephens, III

January 08, 2019



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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

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

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

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IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court Judge

Civil Action No.: 2018-CP-13-00275

Glenn C. Odom.....Appellant,

-v-

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

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

NOTICE OF APPEAL

PLEASE take notice that Glenn C. Odom (“Appellant”), pursuant to Rule 203, SCACR, appeals the following Orders in this matter:

- Order filed February 9, 2023, granting Defendant John Campolong Summary Judgment. (Exhibit A).
- Order denying Plaintiffs’ motion to reconsider filed June 13, 2023. (Exhibit B).

Appellant received notice of entry of the Order denying Plaintiff's motion to reconsider on June 13, 2023. This Notice is timely filed. A copy of the Orders appealed are attached to this Notice.

Respectfully submitted,

PARKER LAW GROUP, LLP

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Attorneys for Respondents

June 13, 2023
Hampton, South Carolina

Jun 16 2023

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

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

Glen C. Odom,
Plaintiff,

-vs-

John Campolong and A.C. McLeod,
Defendants.

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

2023 JUN 16 4:28 PM
JURY E. GADDY
CLERK OF COURT
CHESTERFIELD 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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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 ("SCRCP") 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." SCRCP 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

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

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.")

2023 FEB -9 1 P 2:08
Christy F. Gaddy
CLERK OF COURT
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

2023 FEB -9 PM 1:08
Christy F. Ruddy
CLERK OF COURTS
CHESTERFIELD COUNTY, MO

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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

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.

2023 FEB - 9 1 P 2:08
Christy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.
MSH

(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.**

2023 FEB -9 1 P 2:08
Christy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

MSH

(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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2023 FEB -9-11 P 2:08
Christy Eaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

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.**

2023 FEB -9 1 P 2:08
Cristy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

(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.

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.**

2023 FEB -9 P 2:08
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?

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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

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

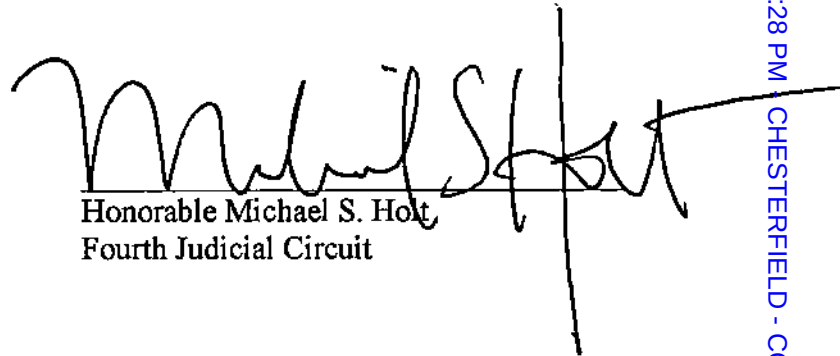
The Court now finds that certain statements are subject to absolute immunity under the principles of legislative privilege. For those remaining statements, the Court finds that McLeod is entitled to partial summary judgment. For Campolong the Court finds that Plaintiff has not met the high burden of 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.

2023 FEB -9 | P 2:08
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.

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

FORM 4

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 .

RECEIVED
Jun 16 2023
SC Court of Appeals

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

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court Judge

Civil Action No.: 2018-CP-13-00275

Glenn C. Odom.....Appellant,

-v-

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

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

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Appeal has been served upon the following counsel of record by emailing a copy of the same, this 13 day of June 2023.

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IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Mar 13 2024
SC Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court Judge

Civil Action No.: 2018-CP-13-00275

Glenn C. Odom.....Appellant,

-v-

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

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

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any parties and not any other material.

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March 13, 2024