RECEIVED
Apr 03 2024
SC Court of Appeals

The State of South Carolina
In The Court of Appeals

Appeal from Dorchester County
Hon. Heath P. Taylor, Circuit Court Judge

Appellate Case 2023-000720

Case Nos. 2006-CP-18-01310
2006-CP-18-01311
2006-CP-18-01636

John Doe #53, John Doe 66, John Doe 66A, John Doe 67, Jane Doe 1 and Jane Doe 2 and Rachel Roe, individually and as representatives of a class of people similarly situated, Plaintiffs,

Of whom class members Julie McDonald and Richard McDonald are the Appellants,

v.

The Bishop of Charleston a Corporation sole, and the Bishop of The Diocese of Charleston, in his official capacity, Respondents,

And

David K. Haller, Lawrence E. Richter, Jr., and Richter & Haller, LLC, Intervenors.

Record on Appeal
Volume Three of Four

Gregg Meyers, SC Bar No. 9908
114 4th Ave NW
Byron MN 55920
843-324-1589

Richard S. Dukes
Sam Sammartaro
Counsel for Respondent Bishop of Charleston
Turner Padget Graham & Laney, PA
PO Box 22129
Charleston, SC 29413-2129
RDukes@turnerpadget.com
SSammartaro@Turnerpadget.com

Ben Bruner
Chelsea Clark
Counsel for intervenors class counsel Lawrence Richter and
Richter & Haller, LLC
Bruner Powell Wall & Mullins LLC
PO Box 61110
Columbia, SC 29260-1110
BBruner@brunerpowell.com
Cclark@brunerpowell.com

David Haller
Intervenor class counsel
Haller Law Firm
604 Savannah Highway
Charleston SC 29407
dhaller@hallerlawfirm.com

John Cuttino
jcuttino@gwblawfirm.com
Counsel for intervenor class counsel David Haller
Gallivan, White & Boyd, PA
PO Box 7368
Columbia, SC 29202

Index to Volume Three

Transcripts

46.	January 29, 2009	Transcript of hearing in Dorchester County case 2006-CP-18-1310, -1311 and -1636	p. 928
47.	November 23, 2022	Transcript of hearing in Dorchester County case 2006-CP-18-1310, -1311 and -1636	p. 1072
48.	January 27, 2023	Transcript of hearing in Dorchester County case 2006-CP-18-1310, -1311 and -1636	p. 1094

Charges

There are no charges.

Exhibits

49.	October 17, 2005	Letter from class counsel to Counsel for the Diocese regarding a class resolution	p. 1148
50.	January 17, 2006	Letter from class counsel to Counsel for the Diocese regarding a class resolution	p. 1151
51.	June 14, 2006	Handwritten terms for a class settlement reached at mediation in Charleston County cases 2005-CP-10-2053, -3293 and -4913, the only cases then pending	p. 1153
52.	September 1, 2006	Letter from counsel for the Diocese accepting service for new class action complaints filed in Dorchester County, cases 2006-CP-18-1310 and -1311	p. 1157
53.	September 20, 2006	Letter from class counsel to Judge Goodstein Requesting a status conference	p. 1159
54.	October 5, 2006	Letter from class counsel to counsel for the Diocese confirming a meeting with Judge Goodstein on October 6, 2006	p. 1160

55.	October 17, 2006	Letter from class counsel to Judge Jefferson, then administrative judge in Charleston County, transmitting consent orders of dismissal	p. 1161
56.	November 20, 2006	Diocese checks for $345,000 and $145,000 never disclosed to the court	p. 1163
57.	February 19, 2008	Julie McDonald Settlement statement reflecting a 20% fee not authorized by any order in the class action	p. 1164
58.	February 19, 2008	Richard McDonald Settlement statement reflecting a 20% fee not authorized by any order in the class action	p. 1166
59.	March 10, 2008	Letter from class counsel to Judge Goodstein Enclosing a "final accounting" of class funds	p. 1167
60.	April 28, 2008	Letter and check from class counsel to counsel for the Diocese, contributing $100,000 to help help fund the settlement for objectors	p. 1175
61.	February 28, 2009	Supplemental affidavit by John Freeman	p. 1177
62.	March 24, 2009	Letter from escrow agent Ellison Thomas enclosing a revised accounting for class funds	p. 1179
63.	April 15, 2009	Letter from counsel for the Diocese to Judge Goodstein enclosing a consent order of dismissal For Dorchester County cases 2006-CP-18-1310, -1311 and -1636	p. 1188
64.	June 22, 2016	Letter from Ben Bruner to the clerk of court transmitting the order appointing Judge Nicholson to Dorchester County cases 2006-CP-18-1310, -1311 and -1636	p. 1191
65.	November 16, 2022	Letter from counsel for the McDonald class members to Judge Taylor	p. 1194

End of Volume Three

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER) 2006-CP-18-1310, 1311, and 1636

JOHN DOE #53, JOHN DOE 66, JOHN DOE 66A, JOHN DOE 67, JANE DOE 1 AND JANE DOE 2, AND RACHEL ROE, INDIVIDUALLY AND AS REPRESENTATIVE OF A CLASS OF PEOPLE SIMILARLY SITUATED,

PLAINTIFFS,

VS.

TRANSCRIPT OF RECORD

THE DIOCESE OF CHARLESTON, A CORPORATION SOLE, AND THE BISHOP OF THE DIOCESE OF CHARLESTON, IN HIS OFFICIAL CAPACITY,

DEFENDANTS.

JANUARY 29, 2009
ST. GEORGE, SOUTH CAROLINA

B E F O R E:

THE HONORABLE DIANE S. GOODSTEIN, JUDGE

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

A. PETER SHAHID, JR., ESQ.
ERIN GROEBER, ESQ.
JAMES G. GEOLY, ESQ.
LAWRENCE E. RICHTER, JR., ESQ.
DAVID HALLER, ESQ.
GREGG MEYERS, ESQ.
DAVID FLOWERS, ESQ.

BONNIE H. KELLY
CIRCUIT COURT REPORTER

I N D E X

WITNESS/DESCRIPTION	PAGE NO.
MOTION TO RECUSE/MR. MEYERS	7
RULING BY THE COURT	11
MOTION TO DISMISS/MR. MEYERS	11
RULING BY THE COURT	31
MOTION TO ENFORCE SETTLEMENT/MR. SHAHID	36
RESPONSE/MR. MEYERS	73
RESPONSE/MR. GEOLY	86
RULING OF THE COURT	136
AMICUS CURIAE MOTION/MR. FLOWERS	104
RULING BY THE COURT	112
CERTIFICATE PAGE	144

E X H I B I T S

NO.	DESCRIPTION	I.D.	EVID
C-1	EMAIL DOCUMENT		127
C-2	COPY OF TRANSCRIPT		127
C-3	RELEASE DOCUMENT - 2 PAGES		135

THE COURT: Now, we now move on to the *Doe vs. Bishop of Charleston and the Diocese.* And we have three motions today: There is a Motion to Recuse; there is a Motion to Enforce Settlement; and then there is a request for an *amicus.*

MR. SHAHID: Judge, there's actually one more motion.

THE COURT: All right.

MR. SHAHID: There was a motion -- with the Motion to Enforce Settlement, Motion to Deposit Funds.

THE COURT: Right. I -- I really considered those -- one came first and the other one came -- Mr. Shahid, I really considered those to be one and the same.

MR. SHAHID: Yes, ma'am.

THE COURT: But I do understand that that is a request for relief. I certainly do.

Yes, sir, Mr. Meyers?

MR. MEYERS: Good morning, Your Honor. There is also a Motion to Dismiss on behalf of my client.

THE COURT: That is right. Motion to Dismiss. You are right. Thank you very much.

Now, I received an e-mail from Mr. Meyers and we really can ---

(Sotto voce discussion between the law clerk and the Court.)

THE COURT: I think it was from Mr. Meyers; wasn't it?

And Mr. Meyers opined of an order that I think you thought made sense. And there are really two -- two ways to go about this. One, of course, is to just go chronologically, and -- and one is to follow in order of them.

And it just seems to me that probably the most appropriate way to probably begin, Mr. Meyers, would be with the Motion to Recuse.

And suffice it to say, even prior to yesterday, I'd had an opportunity to review the motions, supporting documentation. And I was fortunate to have yesterday, because we concluded the work that we were doing in Calhoun County. And I was able to devote yesterday to going back over your briefs and your filings in -- in this matter. So with regards to the motions, I have been over the information. It's fairly crisp.

MR. MEYERS: If I -- if I could just note, Your Honor, I also, in response to what I got from Mr. Shahid on Monday ---

THE COURT: Uh-huh.

MR. MEYERS: --- this morning, a few extra documents and another memorandum.

THE COURT: I certainly don't have them. So you want to pass those?

MR. MEYERS: I'm -- I've got another copy with me.

THE COURT: Okay. Good.

MR. MEYERS: I'm glad to hand you --

THE COURT: All right. I'll take the -- be happy to take the time and review those.

(Mr. Meyers hands documents up to the bailiff.)

MR. MEYERS: Thanks, Your Honor.

(The Court reviews documents.)

(Sotto voce discussion between Mr. Meyers and Erin Groeber, Esquire.)

(Sotto voce discussion between Mr. Richter and Mr. Haller.)

(Sotto voce discussion between Mr. Geoly and Mr. Meyers.)

THE COURT: All right. I have reviewed the additional documents and "Reply" is what's on the top sheet filed today by Mr. Meyers. And did you get this to everybody else?

MR. MEYERS: Yes.

THE COURT: Okay.

MR. MEYERS: I note, Your Honor, on mine, the clerk's office in the copy stamp hadn't changed the date. So I don't know what -- they stamped it in two different machines -- the original was stamped in on the first machine, then they gave me this copy? The copy says it was filed yesterday, but it was only filed this morning.

THE COURT: I -- I don't know.

MR. MEYERS: So, I don't know what they -- I -- I just don't want there to be any confusion about that. I think it's insignificant, but I want to make that clear, since I don't know what the original says, but I know the copy says ---

THE COURT: I don't know; I don't know.

MR. GEOLY: We received our copies this morning when we arrived at court, Your Honor.

THE COURT: Okay. Thank you, Mr. Geoly. Great. Thank you.

All right. I think the first motion, I believe, is yours, Mr. Meyers; is it not?

MR. MEYERS: Yes, Your Honor. My concern has just been to make sure my clients get a level playing field. And I have always enjoyed being in Your Honor's court, but I -- I'm real -- I'm a little uncertain about my status in Your Honor's court at the moment.

I know there was some investigation done on me. I don't know where that stands. I'm not really asking about that. I'm not -- I'm not asking for anything on the record in terms of that, but it's never been clarified for me what that was about.

I thought I was pretty clear back in March and in written filings, that all I was doing was providing notice

of everyone I knew about. But I wasn't claiming to represent all those people.

THE COURT: Sure. Mr. Meyers, I want to call your attention to a telephone conversation that you were on. Mr. Shahid was on it; Mr. Richter was on it; and you were on it. And with the -- at that point in time, just for your information, I had been working with the solicitor's office and working with these lawyers. And there came to be some concern about the John Doe A, John Doe B, John Doe C, etc.

And I first remember a reference being made in passing at a hearing. I don't -- I remember you were there, because I remember the interchange between you and -- and -- and Mr. Richter in that interchange. And there was a comment made, as I recall, about your representation of these individuals and they were people denoted by alphabet.

And I had alphabets with the plaintiff; I had alphabets that I was dealing with through the Diocese as they went through their archives. And in that telephone conversation, I said, "Mr. Meyers, just give me the information. I will keep it and I will examine the information. Just to be sure you got one client that you're raise in this." Okay?

MR. MEYERS: Correct. Yeah. That was the March hearing.

THE COURT: Sure.

MR. MEYERS: As I recall.

THE COURT: And in all candor, your explanations, some of them -- most of them certainly were not the typical representation, where a person retains a lawyer to represent him in an instant case. And in that phone call, I asked you for that -- that basic information; you were kind enough to get it to me; and I issued the order asking for the assistance, to be sure that your representation of those clients was appropriate.

I was looking for one and only one, because it was my position that if you had one, you were good to go in terms of making objections. And in fact, I retained that individual.

I think you are now aware that there were issues -- there were other issues raised by that individual; and I stopped and would not allow any further inquiry, Mr. Meyers, for the simple reason that my inquiry was very limited. It was limited to be sure that there was no question but that you had one; because my position was if you had one and one in the alphabet, you were good to go.

And let me reiterate to you so there's no question: Although there were other issues raised, I stopped that inquiry. And the reason why, Mr. Meyers, was my -- my inquiry was very limited. And I wasn't going to let it be

extended because of that, because it was very limited.

The order that I issued, of course, gave you 10 days, gave everybody 10 days to object. But apparently, this has been a source of great angst for you. That was the beginning and the end of it. Okay?

So that's the -- that's it. I don't -- I cannot even imagine how it's been even any more than that, because I was very clear in the telephone conversation that I had with all counsel present. So be that -- now -- now, if you'll proceed. So that that is what that is, and I think you're aware of that, based on other forums.

Yes, sir. You may proceed.

MR. MEYERS: Well, in terms of the -- the grounds, Your Honor, I tried to set them out in ---

THE COURT: Sure.

MR. MEYERS: --- pretty good detail in my ---

THE COURT: You did.

MR. MEYERS: --- written document.

THE COURT: And again, I believe that there's another forum that's dealt with -- with those matters.

MR. MEYERS: Right. And it's not my intention to belabor those matters, but that has been my concern, that if I had got an adverse ruling, I'd have to be able to justify to my clients that ---

THE COURT: Uh-huh.

MR. MEYERS: --- indeed we had a level playing field.

THE COURT: Sure.

MR. MEYERS: And given the course of the way things went, it -- it raised those concerns --

THE COURT: Sure.

MR. MEYERS: -- in my mind.

THE COURT: Sure.

MR. MEYERS: And it seemed to me, my clients were not treated in the same way as other people who were in the same situation. So I had those concerns.

THE COURT: Sure.

MR. MEYERS: I -- I felt obligated to raise them; I have raised them.

THE COURT: Very well.

MR. MEYERS: I submitted my memorandum and I'll be glad to stand on that.

THE COURT: Very well. All right. And I will respectfully deny your Motion to Recuse. And -- and I just put on the record that again, those issues have been dealt with in a different forum, and I am satisfied and hope -- I -- I am satisfied that they have been laid to rest.

All right, sir. Now we move on to the jurisdictional issue.

MR. MEYERS: Right. My clients, Your Honor, opted out of this case. We had a private settlement agreement. We

opted out, our constitutional right to do so. The Diocese has not fulfilled the settlement agreement; they have not paid it.

So in an effort to enforce that agreement, I applied general legal principles, as Rule 41.1 says I'm to do. And I filed a breach of contract case in Charleston County.

The Diocese, from the beginning, has tried to make me come back here where my clients are opted out, where we have a separate agreement, where if it's part of the class action, I think raises incredible complexities for notice to absent members of the class about different agreements they might have gotten.

And I keep trying to make the class action simpler now that I'm out of it, rather than more complicated; and I believe the Diocese is trying to make it more complicated. I think that if the Diocese is correct that my private agreement is part of the class action, a whole series of complications arise from whether absent members of the class were informed about that private agreement. If, however, it's a private agreement, then there's no obligation to inform members of the class about it.

So if it's outside the class action, which I believe it is, and using Rule 41.1 -- which is what governs the settlement -- general legal principles apply. It seems to me not only appropriate, but the right thing to do for me

to file where the agreement was negotiated, entered, breached, and where the Diocese resides.

THE COURT: Mr. Meyers, what about 43(k)?

MR. MEYERS: 43(k) says private settlement agreements are governed by Rule 41.1. That's what it says. So when the Diocese brought the agreement here, that makes sense for the Diocese to do, because the Diocese is party to the case, and it wants to note for the Court that my Rule 59 objections are resolved and there's not going to be any appeal involving the class; then the agreement says I will opt out. And of course, the Court had already deemed my -- 11 of my 12 clients to be out of the case in July. But that Rule 59 motion had that order not yet final. So that order is final.

Rule 43, though, actually doesn't apply. What it says is if you have a private settlement agreement, that's Rule 41.1. And under Rule 41.1, general legal principles apply, unless you're trying to invoke the Court's imprimatur on an issue of secrecy, which we are not trying to do.

THE COURT: Yes, sir. I think Rule 43(k) also says that there are ways to present agreements to the Court, to remove them from -- from only being enforceable by virtue of -- of a contract action. And that you can have the Court -- you can place your agreement on the record, and therefore have the ability to have the Court enforce the

settlement.

And that way -- I mean, typically and normally what happens with Rule 43(k) is -- and it normally happens in a wreck case, in an automobile accident case where litigation's been filed; lawyers are able to settle the case; letters go back and forth; the release arrives; and for whatever reason, the plaintiff does not want to sign the release. Check has arrived.

And oft times, lawyers will come back to the Court to enforce the settlement. No question but that they sent the letters; no question but that they had a meeting of the minds. And they're looking for the Court to have the plaintiff sign the release.

In that instance, the Court can't do that. The reason the Court can't do that is because it is no more than an agreement; a contract. It wasn't placed on the record before the Court; wasn't published in open court; wasn't a part of a consent order setting forth the terms of the settlement.

What makes this one potentially different is because there was a pending Motion to Alter and Amend, and in resolution of -- of the Motion to Alter and Amend, as well as, I gather, any potential concerns that the parties had about appeals, there was an agreement that was entered into; moneys agreed to be paid. And to be sure that the

parties -- both sides -- your clients, as -- as well as -- as class counsel, as well as the Diocese, opted to publish that to the Court and an order signed.

And so far as the Court is concerned, it was -- it was positive because it resolved, by Court order, the Motion to Alter and Amend. And it was important to the Court to have that resolved and resolved in the form of an order.

And obviously, the -- those -- your -- your clients would not have done that, walked away from their ability to -- to argue the Motion to Alter and Amend, and if -- if needed, their appellate rights, without the settlement.

MR. MEYERS: Correct.

THE COURT: So 43(k), tell me why under 43(k) -- and -- and as I also -- let me just say, as I also understand it, as a part of the settlement, your clients were to opt out, and -- and in the documents yesterday, I had not seen -- the -- the documents that had been signed by each of your clients that talk about your opting out. You know, you have -- you're not going to participate in the class settlement; you're going to participate in your settlement, or -- you know, I think somebody had penciled in ---

MR. MEYERS: I had.

THE COURT: It looked like your handwriting -- you know, about the two options that they had, that this was -- this -- this contained their rights as -- as a result.

MR. MEYERS: Correct. We would "enforce it outside the class" is the language ---

THE COURT: Yeah. Absolutely. So while I certainly understand your argument completely in terms of they -- they absolutely are not a part of the class; their rights have not been adjudicated by the class; they opted out of the class. In addition to that, though, your clients and their lawyer was entitled to certain moneys.

And so under 43(k), those -- those -- that agreement was reduced to a court order, and of course, the court order incorporates the letter that I think you all -- I think everybody signed.

Tell me why -- under 43(k), at least insofar as the parties to the agreement, why then can that agreement not be enforced by the Court?

MR. MEYERS: 43(k) ---

THE COURT: Uh-huh.

MR. MEYERS: --- certainly would entitle the Diocese to enforce my relinquishment of Rule 59, because ---

THE COURT: Uh-huh.

MR. MEYERS: --- if I tried a notice of appeal after that agreement ---

THE COURT: Uh-huh.

MR. MEYERS: --- the Court could say, "You can't do that; I've got an agreement right here."

In terms of the underlying resolution, though, that's ---

THE COURT: Actually, I don't think -- that's an interesting -- now my -- my mind is right back there where you are.

Actually, I think they'd have to raise that to the Supreme Court, because I wouldn't have jurisdiction.

MR. MEYERS: But -- but that would be the basis of it. The basis would be ---

THE COURT: That's right.

MR. MEYERS: --- there was ---

THE COURT: Right. But it wouldn't be me; it would be the Supreme Court.

MR. MEYERS: Right. Because at that point, I at least have the argument that the July 30th order that excludes my clients --

THE COURT: Uh-huh.

MR. MEYERS: -- is not final. Once I relinquish, that order becomes final.

THE COURT: Which order?

MR. MEYERS: The July 30th order that excluded my clients from even having standing to raise objection.

THE COURT: Okay. That's the order that there was a Motion to Alter and Amend.

MR. MEYERS: Right.

THE COURT: Okay. I'm with you.

MR. MEYERS: Once -- once my Motion to Alter or Amend is resolved, then the -- the only contention I have in the case at that point is I was improperly excluded. I should -- I should have not only standing, I should have at least the ability to state a claim should my clients choose to opt in or be in.

And what the Court had done is said not only are my clients -- not only do they lack standing, they can't even make an objection. To make even an objection, they would have had to petition to intervene. And that finding of the Court is the law of this case.

THE COURT: Okay.

MR. MEYERS: The only way ---

THE COURT: Sure.

MR. MEYERS: --- for my clients to assert the jurisdiction of this Court, under this Court's order, is for them to petition to intervene and become part of the case.

THE COURT: Except for the fact that through your actions as their agent, they submitted themselves to the jurisdiction of the Court under 43(k).

MR. MEYERS: To the extent of resolving a Rule 59 ---

THE COURT: Right.

MR. MEYERS: --- motion, and then the agreement ---

THE COURT: Now -- well ---

MR. MEYERS: --- which the Court ---

THE COURT: --- yeah ---

MR. MEYERS: --- also enforces ---

THE COURT: --- just the agreement ---

MR. MEYERS: --- is they will opt out, and there is constitutional significance to someone opting out. It means we are out. The Diocese wants to bring us back in, saying, "Well, you came into court to opt out; so you must be in."

THE COURT: No.

MR. MEYERS: It is -- it is -- yes. That is what the Diocese contends.

THE COURT: I gotcha.

MR. MEYERS: By -- by coming to court ---

THE COURT: What they want to do is they just want the benefit of their bargain. They just want to -- as I understand it.

Now, let me say this to you. I think that there are other issues and this -- I'm going to give you a simplistic -- as we -- you know, as we have this interchange, because I'm still pondering, where -- where are we? January of '09? And I'm wondering, "How come you don't have your money?" I mean --

MR. MEYERS: Well, because the reasons change ---

THE COURT: I -- we -- we going to get there. I mean, I think we'll get there, and -- and I would have thought, without question, that -- and -- and now, as of yesterday, and -- and some, I think, perhaps this morning even, I've seen some of the letters -- Meyers on -- doing your Cuba Gooding imitation, "Show me the money."

And I think it looks like about May -- the first week in May -- you'd about had it, looks to me like. I mean March, because, I mean, you're saying, "You told me in January, uh-huh, uh-huh." And there would be no question in my mind but that at that point, you could have come back to the Court and done your Cuba Gooding imitation and said, "Show me the money."

Because I believe that your clients would have been able to come to this Court, not as members of the class, but to enforce their agreement: "We agreed to opt out; and we agreed that we would forego our Rule 59 motion and any Appellate rights in exchange for our money."

And so what you are telling me is that those poor people would not have been allowed to come back to this Court and say, "Where's our money?"

MR. MEYERS: We would have had our new Court's order; we would have had to petition to intervene. Had I filed that in March, we'd be hearing that this morning.

THE COURT: Oh, no, Mr. Meyers.

MR. MEYER: Well, that's the way the -- that's the way the record has been in this case.

THE COURT: No.

MR. MEYERS: And what I did not want ---

THE COURT: Yeah.

MR. MEYERS: What became clear to me on March 3rd -- when Mr. Shahid wrote me and I received it on March 5th -- was that the Diocese had changed its position. It was now articulating a series of new conditions that had to be satisfied. And it was clear to me I wasn't going to get paid anytime soon. Turns out I was right.

I made it very clear up through August 15th, I had authority to accept simply the principle amount with no consideration of consequential injury. But what I could not do for my clients was abandon the pretty significant consequential injury that has accrued to them.

And I have one third party beneficiary in my agreement with the Diocese who -- who has no ability to participate in this case, none at all. He's excluded by definition. To admit him to this case ---

THE COURT: That is "B." That's ---

MR. MEYERS: John Doe B.

THE COURT: Well, see -- but John Doe B -- see, my -- my concern about John Doe B is John Doe B is a stranger to the litigation and ---

MR. MEYERS: Yes.

THE COURT: --- completely a stranger to the litigation, because I went -- I went back and -- and studied the -- your original objections. And then as you carried that forward, even to the Rule 59 motion, there is no John Doe B.

MR. MEYERS: He's not part of it. So he's not ---

THE COURT: Has never been part of it.

MR. MEYERS: He has no Rule 43 right ---

THE COURT: 43(k).

MR. MEYERS: --- to assign ---

THE COURT: Okay.

MR. MEYERS: 43(k). I'm sorry. He has no right at all.

(Passing train is heard in the background.)

THE COURT: Norfolk/Southern got to do their thing. We got one more. So "Mayberry." Now, go ahead.

I agree with you. I agree with you on John Doe B.

MR. MEYERS: He can't even petition to intervene in this case. He -- he would have to file a completely new complaint. And there's no jurisdictional connection that he's got, or any of my people have, frankly, with Dorchester County.

So it's a strange posture. But Rule 43(k) says, "Private settlement agreements are governed by Rule 41.1."

And Rule 41.1 says, "This rule doesn't apply unless you're trying to invoke the Court's imprimatur on secrecy, and what applies instead are general legal principles."

So I think, even under the rule, even if this wasn't a class action, but the -- but the ultimate significant overlay is this was a class action and my people, as part of this agreement, not only have been excluded by the Court, but also agreed formally to opt out.

Once the formal opt-out happened, if not before -- and I think it was before -- the moment the -- the July 30th order became final as to my people, which was when this agreement was reached, then the only way for us to get in would be to overcome the opt-out. We would have to demonstrate why our opt-out should be somehow modified or conditioned.

But once you're out, you're out. And I am just like everybody else on the street, except I have this private agreement with the Diocese, which they, to this day, refuse to honor. So just in terms of the Diocese seeking the equity of the Court, I think they come with very unclean hands.

But in terms of opting out, a class action is different than any other kind of case. And it's different in this respect in two different dimensions.

THE COURT: Uh-huh.

MR. MEYERS: Not only have my people opted out, and so to enforce, we have to find a jurisdictional basis. And under the Court's rule, I have a petition to intervene for 11, and the 12th client just has no ability to do anything.

But under the -- the flip side is that if my agreement is part of the class action, then absent class members probably have to be told about it. And that no notice was given to absent class members about any of this -- don't have to go through arbitration; you get a set amount; nothing's at risk -- I mean, there are different elements here. And there is no reason to complicate the class action with that.

THE COURT: I -- I ---

MR. MEYERS: It's the benefit of opting out for my ---

THE COURT: You didn't opt out. See, here -- here's -- you -- you keep saying that. The opting out happened two ways.

Number one, I think you argued that these folks were going to opt out. But they couldn't have opted out at that point, because the claims process hadn't begun, so they couldn't opt out.

MR. MEYERS: Even more fundamentally, the claimants in this case had not specified whether it was an opt-in or an opt-out class. They were silent about that.

And my pleading says, "That's not been clarified.

Once it's clarified, I reserve the right to make that decision. If I have to make the decision now, I'm opting out."

So then the clarification was brought --

THE COURT: It very well may be. I think you said ---

MR. MEYERS: My clients ---

THE COURT: Uh-huh. --- said they intended to opt out, but they had not at that point.

But here's the thing: Your clients, your clients opted out in consideration of the settlement which was put on the record, in this case pursuant to, I believe, 43(k).

And so your clients couldn't be put in the position of having agreed, because at the point in time when they opt -- opted out, there wasn't even a claims process at that point. It had not been put into effect. So your clients, in consideration of their settlement, part of the consideration was that they would opt out.

Now, I just -- you know, I feel like I'm arguing with you to say your clients -- your clients gave up a lot in this settlement. And you're saying that it was of no moment and they aren't entitled to enforce?

MR. MEYERS: I'm saying it's of tremendous significance. It's -- the Diocese says that doesn't matter. Just because you opt out -- in fact, when you opt out, you've opted in. When you opt out, you commit

yourself to ---

THE COURT: No.

MR. MEYERS: --- the perpetual jurisdiction of the Dorchester County Court. That's the Diocese's position.

THE COURT: No, sir. No, sir. That's not all -- you -- you've got it all as one thing, and it's not one thing.

MR. MEYERS: Well, the Diocese's position is that ---

THE COURT: Okay.

MR. MEYERS: --- we come into court.

THE COURT: All right.

MR. MEYERS: And if you come into court, even if you come into court to opt out, you're somehow still in. And I think as a matter of class action in Rule 23 that simply -- not only does it -- is not consistent with Rule 23 and the due process implications of opting out, I think it also creates uncredible complications for the class. And I think that is just not on the radar screen anywhere, and I think it should be.

But in any event, my clients -- whether they had a right to come back to this Court and petition to intervene or whatever the mechanism would be ---

THE COURT: No.

MR. MEYERS: --- or even if you could just walked right in --

THE COURT: They didn't have to petition to intervene.

Your clients -- I -- I absolutely -- I'm absolutely clear, your clients, to this moment, to this very moment, have every right to come to this Court and to petition to enforce that settlement.

MR. MEYERS: Well, I ---

THE COURT: And if in fact, the Diocese or anyone has violated the order, to have that party ordered held in contempt ---

MR. MEYERS: But ---

THE COURT: --- for violating the terms of that order.

That settlement is a court order under 43(k). And I -- you know, in my mind, without question, because otherwise, 43(k) means nothing.

And -- and the Court was concerned about that settlement. The Court was concerned about that settlement in this regard: I had a pending 59 motion that was pending and a very serious motion; I had individuals who, by agreement, were agreeing for money to opt out and to give up their rights to a class action settlement. You know, just let alone the dollars.

This is, you know, this is Dorchester County. This isn't like Charleston County. We don't get those big old dollar amounts like that up here.

So you know there was certainly some concern about committing that -- all of those -- all of those terms. It

was important, and it certainly was important in terms of the -- of the management of this case.

I don't believe that by -- by complying with the terms of the settlement, that your clients -- and what I mean by that, by complying with the terms of the settlement and opting out -- and I've seen those documents. I mean, they signed those documents. So they opted out. That was consideration for their -- for that settlement.

MR. MEYERS: Of course.

THE COURT: Which at that point is a -- is -- is clearly a court order, and -- and enforceable by the Court. And you know, they had -- they had an open door -- have -- had and have an open door to the Court for redress.

And I don't think they've -- I -- I mean, what a -- what a repugnant place in the law to put your clients. I mean, they -- here they -- here they give up these rights from -- there's a court order and yet they can't come back and avail themselves of that which they have done that has been approved by the Court and reduced to a court order. They cannot avail themselves to that ---

MR. MEYERS: Well, my position ---

THE COURT: --- to that rapid remedy?

MR. MEYERS: --- my position has not been that they might not have had alternative ways to seek enforcement.

THE COURT: Sure. Sure. Yeah. Yeah.

MR. MEYERS: So but what I would have done is try to comply with the July 30th order and petition to intervene, and I knew I couldn't do that on behalf of my third party beneficiary client. So I took -- I went through the front -- what seemed to me the front door. Straight up.

We did all this in Charleston. You reside in Charleston. You have -- I have a private agreement with you, which under Rule 43 is governed by 41, which says it's governed by general legal principles. You breached the contract. I'm going to have consequential damages unless you come through fairly soon, and they continue to breach the contract.

So I -- I don't think that there was exclusive jurisdiction by any means. That's certainly not part of the agreement. And I took what I thought was the fastest route; and the Diocese has turned handstands to make sure nobody touches this except Your Honor.

THE COURT: Yeah. Well, I -- you know -- and the reason, I gather they -- well, I don't know. I don't know why they did that. And I don't know what's going on in Charleston. You know, and I've seen -- probably in preparation for today's hearing, I've seen some of the pleadings and I've glanced at them.

And interestingly enough, interest -- interestingly enough, as I understand the -- the position that you have

taken to this point, you for -- for your own tactical reasons, have chosen to treat the agreement not as a court order, but as a contract. And -- and that really -- that lies in Charleston at this point. That -- that isn't here.

And I certainly -- I mean, what I have jurisdiction over, obviously -- obviously is the class settlement, the class action, and -- and also the settlement.

And jurisdictionally speaking, why do I have jurisdiction over the settlement? Simply because your client submitted to the jurisdiction of this Court for purposes of that settlement under 43(k).

MR. MEYERS: Which requires them to opt out.

THE COURT: Exactly. Exactly. They're not in the settlement. They are not in this settlement.

MR. MEYERS: Correct. They're also not in this case.

THE COURT: Yeah. They are.

MR. MEYERS: Well, I understand the Court's position and ---

THE COURT: They are. That's -- that would -- that's the ruling. They must be. They must be, because -- because -- because at the point in time when -- probably at the point in time when the objections were filed and they -- they submitted to the personal jurisdiction of the Court, probably at that point.

But that's not the real issue before us. The issue

before us has to do with that order that approved the settlement; and unquestionably in my mind, they submitted to the personal jurisdiction of this Court for that settlement.

I am not dealing with a breach of contract action. I don't know -- and let me -- let me just expound on that a little bit farther. Because it's your position because of delay on behalf of the Diocese that other things have happened.

MR. MEYERS: Correct.

THE COURT: Well, you know, Mr. Meyers, you're right. I mean, that -- if those are additional and that's -- that very well may be a whole other situation. And -- but -- but the Court's concern here is the class action and that settlement. I mean, that's just part of this -- part of this litigation in my mind.

Long story short, I do believe there is jurisdiction and I would deny respectfully your Motion to Dismiss, noting your exception thereto.

MR. MEYERS: All right. Well ---

THE COURT: Okay.

MR. MEYERS: --- I think I've made it very clear that the Diocese continues to refuse to pay. So if -- if indeed that order applies to ---

THE COURT: Uh-huh.

MR. MEYERS: --- the Diocese ---

THE COURT: Sure.

MR. MEYERS: --- I would request of the Court to not only compel today the Diocese to pay the money --

THE COURT: Yeah.

MR. MEYERS: -- which they admit they owe, but to also provide for the interest allowed by law on money that should have been paid, by my calculation, on February 14th, if not sometime fairly soon after.

And to compel them to actually do it, because they have refused to do it. And I got one set of reasons in March; I got silence until August. I got a new reason in August: "We can't pay you because we have a Motion for Sanctions against you."

And I said, "Keep your motion for sanctions; you will not waiver. Pay the money; keep your motion for sanctions." They still won't do it.

So this is the Diocese. They do have to be "dragged, kicking and screaming," as Mr. Richter once said. He's right. And they simply won't do it.

And here's how crazy it's got to. On August 5th, before they told me they had filed their motions in July 25th in this Court for sanctions to enforce the settlement, I wrote to them not knowing they had filed these motions. And I said, "Look, guys, I've got authority until August

15th. Just pay the money. The Charleston case goes away, everything gets resolved." They won't do it.

Instead, they're trying to make me accept the money I'm demanding, and they won't pay it. It is "Alice in Wonderland" that I can't get them to honor what you're now concluding is your order.

THE COURT: Uh-huh.

MR. MEYERS: So your order was not put into effect. So actually, they owe me pre-judgment interest from August 31st, the date the Court entered the order. Since the Diocese breached it, I would argue pre-judgment interest should run from there. But it certainly should run from -- under the terms of the agreement, when the arbitrations were done. And the Diocese still refuses to pay.

So I am --

THE COURT: Now, under your argument as you are making it, I'm -- I'm -- you know, I -- the remedies available to the Court, I think, under the circumstances, are varied, but I think it would be post-judgment, not even pre-judgment. It wouldn't be eight and three-quarters or whatever it is as of January, which is much lower, but it would be the higher rate, I think.

MR. MEYERS: Well, actually, you're correct, and I appreciate ---

THE COURT: Yeah.

MR. MEYERS: --- the Court calling my ---

THE COURT: I mean, don't you think it would be?

MR. MEYERS: --- attention to it.

THE COURT: I mean, don't you think it would be?

MR. MEYERS: Well, under the Diocese's argument -- I mean, I thought I had to demonstrate that they had a contract that they had breached.

Under the Diocese's argument that this is an order of the Court, then they've been under a Court order to pay the money on the terms of the agreement, which they have failed to do. So I think you're right; I think post-judgment interest would apply.

Now, they want to sanction me for seeking to make them pay. And I guess I'll have an opportunity to address that, but it seems to me that is exactly my job, try to make them pay. In a class action where you have this strange opt-out situation, it certainly was not bad faith that I pursued them in Charleston under a breach of contract theory.

They're arguing I should have done worse to them, bring them in here under the Court's order and get post-judgment interest. So I accept the Diocese's position that they owe me post-judgment interest, or the Court's interpretation, rather.

THE COURT: No. I said I -- I'm just -- I think what you're telling me ---

MR. MEYERS: --- back to that order.

THE COURT: Yeah. I'm not agreeing with you or disagreeing with you at this point, because I haven't heard from them. But I think what you would be asking for would be post-judgment, not pre-judgment. I just -- I just know that.

MR. MEYERS: I -- I think you're correct. And I think the Diocese -- under their theory, that's been their obligation, to comply with the Court's order --

THE COURT: Uh-huh. Yes.

MR. MEYERS: -- which they have not done.

THE COURT: See, and that's what they've got. They've got one of those motions, too, to -- to pay the money.

MR. MEYERS: -- in which their own filing says they owe.

THE COURT: Absolutely. All right. Well, let me tell you what we're going to do. All right. Now, I've dealt with those two motions. I'm going to deal with -- when we return -- the Motion to Enforce Settlement. Right? And then I'll deal with the *amicus* at -- at the conclusion of that.

But we're going to take a -- we're going to take a very short break. Please, everybody, help yourself to coffee, if you would like and -- and whatnot.

Now, is anybody here on anything other than this --

this case, Diocese? Everybody else is --

Very well. Thank you all so much. We aren't going to take long. We're going to take maybe 7 to 10 -- maybe 10 -- we'll take a comfort break of 10 minutes. Thank you all.

And when we get back, I want to hear from -- from the Diocese and their motion.

(Off the record at 11:25 a.m.)

(Back on the record at 11:40 a.m.)

THE COURT: All right. Now, we are now onto the Diocese motion.

MR. SHAHID: Thank you, Judge.

THE COURT: Yes.

MR. SHAHID: Your Honor, a little history, if -- if I may. Be necessary to put everything in the right perspective ---

THE COURT: Sure.

MR. SHAHID: --- if I can do this.

Back on March of 2007, Mr. Meyers forwarded a letter to me identifying people whom he represented under names of -- the letters John Doe "A" through "O." And that was dated March, 2007 -- March 1, 2007. That is tab 3 of the document we filed with this Court on -- on Monday. On March 9th --

THE COURT: Wait a minute, now.

MR. SHAHID: Okay.

THE COURT: Let me get -- let me get -- all right. Tab -- all right. I'm at tab 3. Okay.

MR. SHAHID: All right.

THE COURT: All right. Yes.

MR. SHAHID: On March 1, 2007, he's identified folks whom he represents to me. And I redacted the -- their true names and just kept it John Doe -- John Doe and Jane Doe identity.

THE COURT: Okay.

MR. SHAHID: As the Court has already alluded to, we appeared before you on March 9th for that fairness hearing to address the adoption of the September 12th, 2007 class action settlement agreement. And as the Court has -- has mentioned, on that date in time, Mr. Meyers stood up at -- at the Court's inquiry, "Do you represent at least one party?" And he said, "I do."

Objections were then presented to the Court. And then following -- at the conclusion of the March 9th hearing, things sort of unraveled a little bit, I guess -- for lack of a better way of saying it -- and the solicitor became involved in doing an investigation. And so things were delayed as to the resolution of the approval of the settlement agreement until July 30th, 2007.

And as the Court has made reference to, after July 30th, 2007, there was a hearing before you in Orangeburg on

August 9th, 2007. That hearing addressed motions filed by class counsel and motions filed by defendant. Also filed, but not present at that hearing, was a motion that Mr. Meyers filed -- a Motion to Alter or Amend the July 30, 2000 order.

So there was a flurry of activity between March 9th and the July 30th order; a flurry of activity from July 30th to the hearing in Orangeburg in August; until on August 30th, 2007, a document is signed by Mr. Richter as class counsel, myself as representative of the Diocese, and Mr. Meyers on behalf of the folks that he has identified on the March 1, 2007, with the exception of one individual. That would be John Doe B.

Attached, Judge, to the Motion to the -- Enforce the Agreement filed with this Court on July 25th, 2008, the document, which is the settlement agreement of August 30th, 2007. If -- if I may just read into the record that agreement. It has been attached to several documents, filed in conjunction with these proceedings, but I think it may be important to read this out loud so that the particulars of this are -- are clear.

THE COURT: All right. Now, what tab? What tab?

MR. SHAHID: Judge, this is my July 25th filed Motion to Enforce.

THE COURT: Okay. Hold on.

MR. SHAHID: It is attachment A.

(Sotto voce discussion between Mr. Shahid and Ms. Groeber.)

MR. SHAHID: And then it's actually -- I believe, tab 9 -- there's a big thick document, Judge.

THE COURT: Okay. Yes, it is.

MR. SHAHID: So reading from tab 9, it is first the order of the Court, which is entered on August 30th, 2007. And then -- which is not included in that tab -- is the -- the actual letter. So I'll just go ahead and read the letter to the -- to the Court.

THE COURT: Okay.

MR. SHAHID: And it -- and it's dated -- on my stationery, it's dated August 30, 2007. And the caption of the letter reads as follows (as read): "Re: John Doe No. 53, John Doe No. 66, John Doe 66A, John Doe 67, Jane Doe No. 1, Jane Doe No. 2; and Rachael Roe, individually and as a representative of a class of people similarly situated, versus the Bishop of Charleston, a Corporation Sole; and the Bishop of Charleston -- the Bishop of the Diocese of Charleston, in his official Capacity."

There are three case numbers associated with this caption. They are: Case No. 2006-CP-18-1310, 2006-CP-18-1311, and 2006-CP-18-1636; which is the same caption number that this -- that the Court used in -- in issuing this order of July 30, 2007. So it was clear we were dealing

with the same order of July 30, 2007, dealing with the same action that class counsel filed with this Court in 2006.

And the letter is very simple. It says -- it's addressed to Mr. Richter as class counsel and to Mr. Meyers as the representative of the following individuals.

Is the Court still searching for that document? I'm sorry. I have an additional copy, if the Court wants to see my additional copy.

THE COURT: I've got it right here.

MR. SHAHID: Judge, the letter says as follows (as read): "Dear Larry and Gregg, this is to confirm that the Diocese will offer one million -- 375 million dollars to settle claims of the 11 individuals represented by Gregg Meyers. Those individuals, who have been identified in previous correspondence are" -- that's why I made reference to ---

THE COURT: Uh-huh.

MR. SHAHID: --- March 1st letter -- "John Doe C, John Doe D, Jane Doe G, John Doe H, Jane Doe I, John Doe J, John Doe K, and the mother of John Doe J, John Doe L, John Doe M, Jane Doe M."

So we're clear of who ---

THE COURT: Uh-huh.

MR. SHAHID: --- who we -- we were addressing; which is also the same people that were -- what were claimed to

be from the March 1 letter, and they were part of the folks who filed as objectors and filed the motion to alter or amend on his -- that he filed on their behalf.

(As read) "The -- the payments are for personal injuries as defined in the IRS code, and are independent of the claims -- class claims process. These claimants will opt out of the class claims process and will execute releases." Which is important. So their obligation is to not only opt out, but they are to execute releases.

(As read) "The claimants retain the right to meet with residing Bishop or the Apostolic Administrator, as they so desire."

And at that time, we were given notice ---

THE COURT: Uh-huh.

MR. SHAHID: -- that Bishop Baker had been reassigned to Birmingham, and so the -- the Apostolic Administrator would be Monsignor Laughlin. So the -- the offer was then to meet if they so desire.

(As read) "This offer was made on the condition that all of the objections, including any and all appealed rights to the pending class settlement by any of Mr. Meyers' clients, be withdrawn, and waived with prejudice."

So it was clear that Mr. Meyers had to do something, or his clients had to do something, to make sure that any objections to the September 12th, 2007 agreement were --

were going to go away, including any right he may have to appeal.

He certified in the second letter, second sentence (as read): "Mr. Meyers has certified he is unaware of any other potential or actual objector, and does not represent any other person who has an objection to the January 12, 2007 settlement agreement and the July 30, 2007 order. Any other claimant represented by Mr. Meyers and not referenced above will present their claim through the claim -- class claim process."

The second contingency is the next paragraph (as read): "This offer is also contingent on the receipt by the Diocese of $100,000 from Mr. Richter and/or his clients."

And the benefit of the bargain comes up next (as read): "All parties and objectors agree to with -- to withdraw all pending motions filed with prejudice, including" -- and these are the things that were -- part of which were addressed at the March hearing in -- in Orangeburg -- "class counsels' motion for sanctions, and will dismiss the rule to show cause; the objector's" -- is Mr. Meyers -- "Motion to Alter or Amend; the defendant's -- which is my client's -- Motion to Alter or Amend; Motion to Stay Execution; Motion to Deposit Funds with the Court; and Motion to Dismiss or Vacate the Rule to Show Cause.

"This offer, if and when accepted as acknowledged by counsels' signature below, is intended to pave the way for the final approval of the class action settlement, and to eliminate any and all objections or appeals."

So inherent in this agreement, and the core disagreement was to -- to resolve any other dangling participles, any other objections, any appeal, anybody who had a complaint about this claims process of the July -- of the January 12, 2007 settlement agreement, your order of July 30, 2007, to go forward. It was the core of the agreement.

THE COURT: In other words, it was an agreement affecting the proceedings in an action.

MR. SHAHID: It was -- exactly. Because the proceedings were gummed up -- for lack of a better word -- by all kind of contingents. Mr. Richter, Mr. Haller were mad at us; we were mad at him. Mr. Meyers had filed his objections to alter or amend. It was -- it was in a state of flux, and I think I'm being kind when I say it was in a state of flux.

I think there was a lot of argument going on and a lot of finger-pointing and a lot of other bad stuff going on. So this was to have peace and to allow the claims -- claims process to proceed.

The next paragraph and final paragraph is this (as

read): "The 1.375 million will be paid from the surplus funds, if any, after, after the claims process had been completed."

And the surplus funds -- what we're referring to is that part of the agreement of January 12, 2007 -- was that the Diocese had an obligation to fund $12,000,000 with Mr. Thomas, the escrow agent.

(As read) "In the event there were insufficient or no funds remaining from the 12 million, the Diocese is still obligated to pay the 1.375 million, as stated above."

So what's important is we were on the hook for 1.375, hoping to get some money back from the 12 million. If we don't get money back from the 12 million, we're still on the hook.

And I need to state this, Judge, and maybe I'll say this 10 times: The Diocese has never stated, has never once -- by innuendo or suggestion -- claimed it does not owe the 1.375 million. We owe the money. There is no dispute about that. And any representation to the -- to the contrary is just not accurate.

The final sentence, which I think is very important, very short sentence says (as read): "Payment is expected sometime after January 1, 2008."

There was no definite deadline on this payment. It is -- it is to be paid after the claims process has been

completed.

Now, the September 12th agreement --

THE COURT: What year now?

MR. SHAHID: I'm sorry. January 12th, which is tab A -- tab 1.

THE COURT: Okay.

MR. SHAHID: Mr. Geoly was correcting me.

On page 14 -- and it actually begins on page 13 -- paragraph 6 provides this detail of the payment of -- of claims. And it goes through Mr. Thomas' obligations, how he's going to be compensated, etc., etc.

On page 14, paragraph "C" (as read): "After all necessary disbursements, any remaining letters of credit, and/or funds will be returned to the defendant and/or letters of credit will be canceled."

So this elaborate -- and it wasn't very elaborate, it was really quite simple -- that the claims process began after July 30th, when all the notices went out -- I'm sorry. After actually August, perhaps. But --

THE COURT: Uh-huh.

MR. SHAHID: -- claimant forms were sent in, objections that we may have had to some of the claimants were -- were exchanged between class counsel and myself. We met several times to address some of the claims.

And in February of 2008, Mr. Infinger began a term

addressing the -- the claims -- the claims themselves. And as I recall, on the first day of the term, any remaining objections that we had were held on that particular day. He addressed those objections.

Then after that, we were excused, that is, the Diocese was excused; then Mr. Richter and Mr. Haller and any other -- any other lawyer who were independent of Mr. Richter and Mr. Haller, presented their claimants forward. And Mr. Infinger heard those; and he went through the process -- the claims process as contemplated and dictated by the January 12, 2007 agreement.

A series of letters, which are part of all these times, were exchanged between Mr. Meyers and myself, wanting the money. And I wrote back to him and said, "We will pay you the money, but certain things have to happen. The claims process, as contemplated by the August 30th, 2007 order, has got to be completed. And we are obligated to pay you, but we have to get the money back, if any, from the 12 million."

We got the money back on April the 15th. Mr. Thomas did an accounting and hand-delivered to me a check for $1,716,323.90.

COURT REPORTER: Ninety cents?

MR. SHAHID: Ninety cents.

Mr. Richter delivered a check to me in the amount of

$100,000 on April the 28th, 2008.

As of this court hearing, I have received zero releases from Mr. Meyers. Not one has been tendered to me. So the releases, as I mentioned on page 1 of the August 30, 2007 letter, have not been tendered, have not been delivered to my office. There's no releases.

Now, this agreement was reduced to writing. It spelled out terms; it affected a proceeding, because we were in the midst of this controversy. It provided obligations by certain parties: the Diocese, Mr. Richter, Mr. Meyers. It was submitted to the Court for approval, and the Court put a stamp of approval. You signed the order adopting the agreement, filed it, and it was public record.

And that order has never been appealed, objected to, or anything. It is the order of this Court, and I stand before the Court asking you to enforce that agreement.

Now, clearly, clearly John Doe B is not a participant, is not involved. His name is not mentioned in this agreement. He has got zero standing. So Mr. Meyers' complaint that -- how he would have to come back into court to enforce this agreement would not apply to John Doe B is accurate, because John Doe B was never part of this agreement.

And in other correspondence between Mr. Meyers and

myself, we said Mr. John Doe B's claim has already been adjudicated. He's already been -- his case has already been settled. He's already gotten money. We're not including him, because he's not part of the August 30th agreement.

And whatever private side-deal these folks may have who are named in this letter with John Doe B -- they want to give him part of their money and pro rata it, God bless them. That's -- that's their side-deal.

We didn't agree to it. The Diocese had nothing to agree with it. Mr. Richter didn't agree to it. That's not part of this August 30th, 2007 letter. He's outside of the window. He's outside of the picture. He's not included in any way of all this.

So the obligations of the Diocese are to fulfill this -- the terms of this agreement. The benefit of the bargain that we received from this was we could move forward with an agreement we had reached with class counsel, and that Mr. Meyers' objections and the clients that he claimed he represented would -- would go away. Their claims that they have with drove -- withdraw all of their objections. It's over.

The only thing we have to worry for is let's go through the claims process. If there's not enough money returned back to us to satisfy the 1.37, we have to go to

another source and get that money, but we're still obligated to that money.

And as the Court has suggested to Mr. Meyers, you ought -- your avenue -- if you thought we had done something wrong; that there was a misinterpretation or we were -- that the Diocese is just dead wrong on what I've stated to the Court, and you think you're entitled to your money sometime prior to the claims process having been completed; if you think that you're entitled to your money on a specific date or a specific time; or something the Diocese has not done, your remedy is to do what the Diocese did on July 25th, that is to file a motion to enforce the agreement. Because if we were in violation of the order, then we are -- we are -- we're to come before you to answer to those violations, if we have done something incorrectly.

THE COURT: And let me ask this question: On -- in April, is there a communication from the Diocese to Mr. Meyers that you -- you have the money and you're awaiting the releases?

MR. SHAHID: Judge, give me one second.

THE COURT: Sure.

MR. SHAHID: I think there's a letter April the 4th, and let me just double-check that.

THE COURT: Sure. Sure. Take your time.

MR. SHAHID: Judge, I think that -- no. I -- and I'll

back up and say that on April the 4th, I did send him a letter. And in that letter, I explained to him that we had -- not withholding the money. We understand our obligation, that we owe you the money.

And I think it -- for a lack of a better way of saying -- that we were going to -- we are waiting for the claims process to be completed. I did not send him a letter. I don't think I can find -- and I'm pretty sure I didn't send that letter after April the 28th.

Because what had happened at that point is that the lawsuit was filed on -- on March the 7th, and then the Diocese filed a motion for change of venue of the Charleston County case to have the -- the venue heard here. And that was heard on June 24th by Judge Few, who, in denying the motion, stayed everything and he gave us an opportunity to file what -- whatever he thought would be appropriate that we needed to file here.

And that's why we filed a motion to deposit the money and we filed a motion to enforce this agreement, so that the agreement could be enforced.

Plainly, Judge, the problem is this: Mr. Meyers has filed a complaint in the Court of Common Pleas in Charleston County, asking for relief above and beyond the August 30th agreement. He's asked for attorneys' fees, asked for consequential damages, and he's thrown in as a

plaintiff John Doe B, who the -- the Diocese has no contractual relationship with, no contractual obligations to, is not part of this August 30th agreement.

And so what I'm asking the Court to do is very simple. It's sort of consistent, I think, with what you said in your July 30, 2007 order, "You can't have it both ways."

You -- you can't sue us and add a party and add -- seek more damages, and then expect us to pay you above and beyond that, when this party, John Doe B, is not in a relationship with the Diocese of any contract.

Whatever he's got on a side-deal with these other plaintiffs, these other parties that are mentioned in the August 30th letter, that's between them. And he has no standing, we have no obligation to him. That's just between the two of them.

We're ready to deposit the money, Judge, with the Clerk of Court and ask Mr. Meyers' clients to dismiss their July -- I'm sorry -- their March, 2008 complaints against the Diocese for the breach of contract, to issue the releases. And when that's done, the Court can then enter its order, that the money has been deposited with the Clerk -- we'll be asking that we do deposit the 1.375 million to the Court -- then that money can then be released to them once the releases have been signed, and the -- the complaint can be dismissed in Charleston County.

But we're asking for -- back on August 30th -- to proceed so that these victims can get their money, and we thought we had it resolved. Then the claims process proceeded with -- pretty much in a very smooth manner. And we're ready -- and I will say it again, the Diocese has never represented or stated that it does not owe this money. It owes the money. But the mechanism to pay that is gummed up because of the lawsuit now filed in -- in Charleston County.

THE COURT: Let me ask this question. Again, reflective listening. Because this is -- this is what I'm hearing and -- but this is what I think -- let me just tell you what I think I'm hearing.

There was a letter written March the 3rd that reiterates the Diocese's understanding of its obligation to pay the money. And in that letter, it talks about receiving the money back from the Richter firm; the -- having the final accounting; the claims process being concluded. And -- and then you -- you say, "I'm ready to -- and we're going to pay the money as soon as these things have occurred." And that's a March the 3rd letter.

Now -- and -- and then it says -- is a letter April the 10th from Mr. Meyers, and it says, "Thank you for your self-serving letter of April the 4th," and -- and I don't have an April the 4th letter.

And I don't know that it's important, but does the April the 4th letter talk about -- does the -- your April the 4th letter give Mr. Meyers an update of -- of where the claims process might be?

What is in that letter? Because it is most unsatisfactory to Mr. Meyers, just reading his -- his letter of April the 10th.

MR. SHAHID: Judge, it is -- it is a two-page letter. I'll be glad to turn it up to the Court.

THE COURT: Okay. Sure.

MR. SHAHID: The Court should really have ---

THE COURT: Sure.

MR. SHAHID: I can read it, but I thought it would have more effect if you ---

THE COURT: Has everybody got this letter? Everybody got the April 10th letter?

MR. SHAHID: It's addressed to Mr. Meyers.

MR. RICHTER: No, Your Honor. It could be copied.

THE COURT: Sure. You want a copy of it? Yeah. We'll get you one.

THE BAILIFF: How many copies would you want?

COURT REPORTER: I'd like one.

THE COURT: Who? Who would like one? Raise your hand. Mr. Meyers. All right. Three.

And I'm going to look at that letter. But I gather

once the litigation in Charleston got underway, I gather the complexion of the case changed.

MR. SHAHID: Yes, ma'am.

THE COURT: And -- and at any point in time, Mr. Shahid, either in argument or in any other communication, was -- was Mr. Meyers told, you know, "We're there now. I got the money and we're finished with the claims process."

Was -- I mean, because we're -- here we are, of course, in January of '09, and I'm looking for when Mr. Meyers would have learned of the -- of the -- of the -- that you were prepared to receive releases, pay money.

Because in Mr. Meyers' argument, he says that he wrote a letter in August of '08 that said, "I'm losing my -- my window of opportunity to be able to accept money on behalf of my clients and move forward."

And -- and I guess, sort of as a subparagraph to that is: Did you understand in August that he was including John Doe B?

MR. SHAHID: No. No, ma'am.

THE COURT: Okay.

MR. SHAHID: He -- in August -- the August 30th letter did not include John Doe B. It was -- and prior to that letter --

MR. RICHTER: Thank you, sir.

(The Bailiff hands Mr. Richter a letter.)

BAILIFF: You're welcome.

MR. SHAHID: -- there was another letter I sent to him that expressly addressed John Doe B, and that letter is part of tab 4. It was a letter dated July 30 -- I'm sorry -- July 23rd, 2007. And if I could answer one of your questions, Judge, that --

(To Ms. Groeber) I lost my -- I need that back. I'm sorry.

(Sotto voce discussion between Mr. Shahid and Ms. Groeber.)

MR. SHAHID: If I may -- okay. In -- in my letter to him -- I don't have a copy of this, Judge -- of April 17th, I -- I state to him that I am dismayed with the contents of his April 12th, 2008 letter. (As read) "Without responding paragraph by paragraph to your letter, I disagree with your factual characterization and legal reasoning. I present to you this opportunity to retract the negative comments and unsupported allegations you have published about me, my client, fellow members of the Bar, and the judiciary.

"I want to reemphasize to you as plainly as possible the Diocese of Charleston did not and has not reneged on its obligation pursuant to the August 30th, 2007 agreement and subsequent order.

"The Diocese has always represented to you it intended to honor the agreement. Indeed, I hereby restate that

until you filed the March 6th, 2008 -- the civil complaint, the Diocese fully intended to perform its obligations, specifically, to pay your clients the aggregate sum of $1,375,000.

"The Diocese has not previously sent you those funds because pursuant to the terms of the agreement, in the letter of August 30th, 2007, the Diocese's obligations to pay those sums had not yet matured.

"The Diocese is now unable to pay those funds because your clients filed a civil complaint on the same subject, adding an unmerited party. And your clients are seeking damages beyond one million 375.

"It is my sincere hope that you will voluntarily dismiss this lawsuit so that we can engage in a good faith discussion about how and when to finally exchange the three point -- the 1.375 and the releases executed by your clients."

So I'm asking him, get rid of -- we can't pay you because you filed a lawsuit. Get rid of the lawsuit. Let's sit down and let's exchange the releases and pay the money.

THE COURT: And when is that letter?

MR. SHAHID: April 17th. And to this date, I don't have any releases.

THE COURT: Now -- and you said -- I don't have a

copy?

Oh. In other words, you just have one April 7th -- you just have one April 17th letter. But I can copy it.

MR. SHAHID: Yeah.

THE COURT: Oh. Okay. Who would like copies of April 17th? All right. Four.

(Sotto voce discussion between Mr. Shahid and Ms. Groeber.)

MR. SHAHID: And Judge, while we're waiting for that, I think one thing I need to bring to the Court's attention, Mr. Meyers was also making inquiry to Mr. Infinger and to Mr. Haller about "When I'm going to get my money?"

So he wrote a letter to Mr. Infinger on February 27th, 2008; to Mr. Haller on February 29th, 2008. I can bring those to you as well.

He -- I only tell you this because he had the means, the ability to inquire on his own, which in fact he did do as to "What's going on?"

So we weren't hiding a ball from him. We weren't withholding anything from him. We were trying to get this thing resolved. And at that point, we were involved in a lawsuit on a breach of contract with this John Doe B fellow as one of the main parties to this whole thing.

So I think we've done the right thing to try to get it back here to get them to dismiss the complaint; to get rid

of John Doe B so we can pay the money; get the releases from them that they owe us; and we're willing to put the money in -- to the Clerk.

THE COURT: Okay.

(Bailiff hands out copies of letters.)

(Sotto voce discussion between Mr. Richter and Mr. Haller.)

(Sotto voce discussion between Mr. Shahid and Mr. Geoly.)

THE COURT: I got your position. And so what -- here's what you want. You want --

MR. SHAHID: The Diocese.

THE COURT: --- defendants, defendants. What they are desiring at this point is they would like to pay the 1.375 into Court; and have the Court, I gather, order that the releases be forwarded and the exchange be made such that at the time -- so that both sides are protected.

At the time that the John Does, beginning with the letter "C" -- not "B," but "C" -- when those releases are obtained and reviewed and approved by the defendants as being whatever -- an appropriate release, then the money would be then released to the -- to the -- to Mr. Meyers to distribute.

And I just note from a letter I just -- just this -- as we're waiting for the copy, I just read that Mr. Meyers

has a comment to you that what they do with the money, how they distribute it is -- is of no moment for you; and you would agree with that as long as you get the releases.

MR. SHAHID: Right.

THE COURT: Because your position is, I gather, you have a release from "B" already?

MR. SHAHID: This -- B --

THE COURT: From the past.

MR. SHAHID: -- he shouldn't be involved in this, because -- in fact ---

THE COURT: I -- I understand, but you have -- in other words, obviously, John Doe B is a stranger to this litigation as well. But I just note that, you know, I was sort of curious about "B." But apparently that's -- that's not for me, that's not for you; that's for Mr. Meyers and his folks.

MR. SHAHID: That's right.

THE COURT: But -- and you're not looking for anything from -- from John Doe B, either. You're looking for your release from John Doe C, etc., through the alphabet. And normally -- as this transaction normally would occur, the money would be held by Mr. Meyers in his escrow account until the releases were then signed and then forwarded to you and then the money could be disbursed.

But what you're asking that the Court do is to deposit

the money and not release the money until such time as the releases have been received, and I gather, approved by the -- the defendants.

MR. SHAHID: And ---

THE COURT: And if a -- then if a hearing would need to be held because there was a dispute about that, so be it.

MR. SHAHID: And -- and Judge, one other thing I think needs to happen now, I think they need to make the option of either if they want to pursue the lawsuit in Charleston County, pursue the lawsuit in Charleston County and don't get the money; or dismiss the lawsuit in Charleston County to get the money.

Now, I don't understand how -- and that's the essence of my letter to him is: How can we pay you now that you've sued us, have included this actual person in it, and asking for more money on the same letter?

So the inquiry is we still have to contend with -- and I -- and I know the Court has said that that complaint is not of the Court's concern -- only to the extent that it's our concern that there is this complaint seeking to enforce an agreement that needs to be enforced here, not there, and we have to now deal with this other party.

So by paying the money, we still have to -- we still have to fight a lawsuit which is contemplated that there be

no dispute.

So the other thing I'm asking the Court, in addition to what you've said, is to give them the option. Either pursue us here to enforce the agreement, and by doing that, dismiss the complaint; or option B, don't pursue the money here and sue us and maybe you get more money and maybe John Doe B gets some more money; and all that other stuff that you're asking for takes place.

THE COURT: Two things -- two things, and I'm going to ask you to address the second point.

First of all, this is not an agreement. It started out as an agreement; it is a court order. Okay? It's a court order. All right. Now, so that's the first -- let me -- let me reiterate that: This is a court order. It is a court order that affected these proceedings, particularly for Mr. Meyers. It ended their ability to participate. It is a court order. All right.

Now, secondly, it is -- it is Mr. Meyers' position, as I understand it, and he'll correct me, I'm sure, if -- if I don't articulate this precisely. But as I understand it, it is his position that by virtue of the actions of the defendants in this case, and the way that they have proceeded in complying or not complying with this court order -- he says "the agreement," but I'll couch it in terms of "this court order" -- that there have been new and

different damages, unique, that have arisen as a result of the conduct of the Diocese in -- in resolving this matter, complying with this order. And as a result, there are new and different damages that have arisen; and that those are also contained within the litigation in Charleston, and properly so.

Can you address -- now, I know that there -- I know that there -- there are clearly allegations of breach of contract. But as a result of the breach of contract which he alleges, which I would -- I would couch it in terms of violations of the court order -- that as a result of that, there are new and different damages that have arisen as a result of that.

And -- and he really -- as I understand his argument, he raises that as an independent and new action of the plaintiffs in the case in Charleston.

MR. SHAHID: He has alleged that ---

THE COURT: Yes.

MR. SHAHID: --- in his complaint.

THE COURT: Yes.

MR. SHAHID: He's certainly done that in ---

THE COURT: Yes.

MR. SHAHID: --- in his original complaint and the second amended complaint.

THE COURT: Right.

MR. SHAHID: Mr. Geoly wanted to say something to me, Judge. If I can possibly ---

THE COURT: Sure. Go ahead. Go ahead.

(Sotto voce discussion between Mr. Shahid and Mr. Geoly.)

MR. SHAHID: Judge, I -- I agree with what you're saying. In his -- in his complaint in Charleston County, he's said, "I have a special person who's been aggrieved, and that special person and other folks have been aggrieved. And they're entitled to more money." That's his -- his complaint.

But the essence of the complaint is the August 30, 2007 letter agreement as incorporated and made a part of a court order, which I believe 100 percent it is a court order. And certain parties have certain things they are obligated to do under that court order, which we're subject -- and that's why we're here to you.

So if there's been -- if we -- if we violated -- the Diocese violated the court order, then the argument would be, I would suspect, then how -- what has the Diocese done to violate the court order, if it has; and are there consequences to violating the court order that include John Doe B and these other claimants?

I mean, the same thing -- you're seeking to enforce an order by filing a breach of contract action in Charleston County. That's what he's done. And we're seeking to

enforce the order here. And so if there's any -- any collateral damage, I -- for lack of a better way of saying it -- that is before you, to address; because the interpretation of the order is before you.

Jim ---

MR. GEOLY: Your Honor ---

MR. SHAHID: --- can't sit still any longer.

MR. GEOLY: I can't. Can I make a distinction, Your Honor?

THE COURT: Certainly.

MR. GEOLY: Just to -- there's one element here that I think, from the beginning, has added a little bit of confusion and maybe I'm stating the obvious, but ---

THE COURT: (To the court reporter) This is Mr. Geoly? Okay.

MR. GEOLY: Thank you, Your Honor. There's John Doe B, and then there's the issue of the remaining or the other Gregg Meyers' clients who are suing in Charleston. And when we lump them all together while we're speaking, it can get a little confusing.

So I think it's fair to say that at least when we're talking about John Does C through whatever, what Mr. Meyers has really sued about is the alleged violation of your order. And those persons who are subject to that order, our contention has been, belong here in front of you. And

if they think that they've been damaged in some way because of the violation of your order, then they should come to you. And whether it's a rule to show cause or some other mechanism, ask you for relief because of all the bad things that have happened to them because we didn't follow your order.

And I think all of that would be properly before you, at least jurisdictionally. John Doe C ---

THE COURT: And he's done that now.

MR. GEOLY: Pardon?

THE COURT: He's -- he has done that. He did that orally today.

MR. GEOLY: He -- yes. But I didn't hear him giving up his Charleston case either.

THE COURT: Uh-uh.

MR. GEOLY: So I think ---

THE COURT: He hasn't.

MR. GEOLY: --- I think he -- he took a very opportune ---

THE COURT: Uh-huh.

MR. GEOLY: --- position with you when you were exploring options with him.

But either way, if he did do that, the parties are in agreement, at least jurisdictionally, that element of the -- that -- that portion of the question is -- is clearly

before you. We are talking about your order, and -- and the consequences of following it or not following it.

And -- and the substantive dispute, really at the core of all of it, is was the Diocese right or wrong in -- in saying when it believed the money was due? In the beginning, at least that was the beginning of this argument.

John Doe B gets more complicated, because he's sort of this derivative claim of a sort. He -- he has some side-agreement with the other claimants. He's making a third-party-beneficiary claim in Charleston. He never was before you; he's not before you; he's not before you now.

And I don't think we're saying -- that in adjudicating your order and the consequences of following it or violating it, I don't think we're saying to you that you are adjudicating John Doe B's rights one way of the other.

THE COURT: That's right. You are not.

MR. GEOLY: We're not asking you to do that. And we're not saying John Doe B's here in front of you, either, in any way. I'm not sure, and we haven't thought through, what happens if you resolve everything that's on the table here and fashion some order that, in essence, enforces this settlement agreement/order, as to the people who are before you. Where does that leave John Doe B and his Charleston lawsuit ---

THE COURT: Oh, I'm absolutely certain that you all filed a -- a response that was Accord in Satisfaction, Motion to Dismiss, and etc. I bet -- I bet that you all filed any number of things so that you could in ---

MR. GEOLY: We didn't address that.

THE COURT: I'm -- I'm going to hear you. And I'm uncomfortable with you being there, because you don't have a table to write on. We got a table right here, Mr. Meyers. How you writing?

MR. MEYERS: I'm glad to do it either way. I've got a pad.

THE COURT: As long as you're all right; you are welcome to come right here. Okay.

MR. GEOLY: And so we just address that separately.

THE COURT: He's not -- I'm -- you know, I hate to -- if -- if -- if John Doe is -- B is here present, I apologize to you, Mr. John Doe B. But Mr. John Doe B is not part of this litigation.

MR. GEOLY: Correct.

THE COURT: I'm -- I'm not ---

MR. GEOLY: And -- and we're just ---

THE COURT: --- you know ---

MR. GEOLY: --- being real careful that -- so when we're speaking about ---

THE COURT: I'm not concerned about John Doe B, you

know. Mr. Meyers has got him and has filed a matter, I gather, on his behalf in Charleston and so be it.

MR. GEOLY: It stands ---

THE COURT: I mean, he's certainly entitled to that.

MR. GEOLY: --- it stands and falls on its own. And whatever implications or consequences of any order this Court enters will speak for themselves. I mean, that ---

THE COURT: That's right.

MR. GEOLY: --- that order will speak for itself, and whatever legal effect it has will get determined.

So if we -- if we can make that distinction, then I think we can speak properly of saying: John Does C through the end are here; they're -- they're --- they're subject to your order; your order incorporates by reference a settlement; the terms of the settlement are at issue.

Did we or did we not violate it? And we've obviously contended that we did not violate it. And to this date, we don't have releases, but we want to disgorge the money, because at this point, we give up. We give up trying to arrange an exchange of releases with the other side.

It was attempted on more than one occasion. It didn't occur. Don't know why it didn't occur, but it didn't occur. And -- and now here we are. And -- and I think when you resolve that question, you've resolved the matter.

THE COURT: Okay.

MR. GEOLY: Thank you.

THE COURT: Mr. Meyers.

MR. MEYERS: Thank you very much, Your Honor. I'm dying to respond.

THE COURT: Okay.

MR. MEYERS: But if you have a question, I'm glad to hear it.

THE COURT: No.

MR. MEYERS: Want me up there?

THE COURT: Yeah. Absolutely. I'm -- I'm uncomfortable that you don't have a place to put your papers. And they're growing -- they're growing exponentially.

MR. RICHTER: We'll share our table, as well, Your Honor.

THE COURT: He's fine where he is.

MR. MEYERS: You want to ask me, or do you want me to go?

THE COURT: Let me see. Wait a minute now. Let me tell you -- let me tell you what is -- I don't see as being an issue, and you don't need to -- you don't need to concern yourself. John Doe B is -- and I gather John Doe B has filed something in Charleston. John Doe B can do whatever he wishes in Charleston. That is not for my consideration.

It's clear that John Doe B did not make an appearance here; he's not part of the settlement. John Doe B -- assuming -- and -- and I gather John Doe B has filed something in Charleston. John Doe B is entitled to file whatever. You know what I'm saying. That's not for me to -- in my mind, to -- I'm going to leave him completely out of it.

MR. MEYERS: I understand.

THE COURT: Okay. With regards -- here -- here's what I'm interested in. Let me just sort of ask you to -- this -- this is what I'm interested in. Really -- really two issue, and -- and then maybe other ones, but primarily these two.

First of all -- first of all, I see what was going on in terms of the -- in terms of the correspondent -- January, March, April. You tell me in August that you communicated, and I might want you to direct me to -- to that letter.

MR. MEYERS: It's what I filed today.

THE COURT: Okay. Hold on one second. Let -- because I want you -- because I'm afraid I'll get -- I'll ---

MR. MEYERS: Sorry.

THE COURT: --- forget what I want to say to you.

And I'm interested in that. So -- so I'm interested in that.

And I'm interested in your communications back that said, "I've got my releases signed; I have them and I'm ready to tender them to you, but I'm not giving them to you until I've got money in hand."

I don't think it's reasonable for any lawyer, on behalf of his clients, to any more -- if you've got a release, that you've got them and you have them in hand and you tender them, but you would tender them through you and you would hold them. I think -- and -- and I think you argue -- I just caught a paragraph -- that you said, "Why in the world would I -- why would I give you a release without the money? That would be malpractice."

And -- and I tend to think you might be onto something the; because why would a lawyer -- I can understand why a lawyer would get them and have them signed and have them in his or her possession. But I certainly understand why a lawyer would not then transmit, because then you're needlessly creating problems, potentially. And -- and it could happen unintentionally. But it could certainly happen where those would get filed.

So -- so I'm -- I guess I'm interested in that, and then -- but -- but I want you to hold for me just at this -- I'm -- I'm really interested in those things first. And you might certainly want to address some other things, but I want you to hold those separate for me. And then we

might get into what -- what, if any -- what, if any, damages, because I think we've -- we've talked about that.

Well, maybe there's a third area. As I understand -- and again, I hadn't read the litigation. But as I understand the position of these plaintiffs, "C" forward; because those are the plaintiffs that I'm interested in -- not "B," but "C" -- the ones -- the ones that are involved here -- their allegations of additional damage. Okay?

And I guess I would want to hear you -- I guess, on first blush, my -- my -- my initial thought, Mr. Meyers, in all candor, is if these folks suffered as a result of the delay and it's determined that that money should have been paid and that -- and that the Diocese violated the order, what I really want to say is why couldn't they either bring it -- bring it as a part of a Rule to Show Cause, or why couldn't they file it separately in Charleston? I guess that's what comes to mind.

So -- and you were going to agree with me, so let's just leave that. In other words, it would be your position that it -- they could either ask for damages as a -- in response to a Rule to Show Cause, or they could sue separately on it in Charleston.

MR. MEYERS: Right. That's what I was trying to do.

THE COURT: Okay. Now, so --

MR. MEYERS: The releases.

THE COURT: The releases and notice. I mean, why -- I -- it was pretty clear what happens between January and April.

MR. MEYERS: I -- I left Mr. Shahid completely alone until some time in February. I probably touched base with him in January to say, "Where are you on the claims process?" Because what was described when we ---

THE COURT: Uh-huh.

MR. MEYERS: --- reached the agreement was, "We really would prefer -- we, the Diocese, would really prefer to know whether we were going to have money left over from the class or not. So would you please let us get through the claims process in the sense of the arbitrations?"

I said, "Fine."

Middle of February, Mr. Shahid's office sent me a letter saying, "Here's the schedule for the arbitrations," which was to conclude February 13th. So starting February 14th, I checked with him. And -- and ---

THE COURT: How did it go?

MR. MEYERS: --- and listen, I had one guy on the verge of serious problems, which is the reason I had any urgency to my inquiries. But he tells me -- we talked -- I called him once a day.

THE COURT: You, Gregg Meyers, called ---

MR. MEYERS: Mr. Shahid's office.

THE COURT: --- Mr. Shahid's office once a day to say ---

MR. MEYERS: And many times, I would be able to talk to him, but -- but on February 21st, he said, "You will be paid February 26th." I passed all that on to my people.

And then the next -- and then my phone calls aren't taken, and then -- and they're not returned. And then I get the letter of March 3rd, which says there are these things that have to happen.

So I -- now I see there's a change in position. He's arguing preconditions. I wrote him back. I said those were conditional on the offer, not on the performance. Our agreement says it's unrelated to the claims process. But all that's fine.

THE COURT: Now, that's ---

MR. MEYERS: I find -- I find out ---

THE COURT: --- let me -- let me be sure I understand exactly what you're talking about. You're -- that's in a March 3rd letter.

MR. MEYERS: That's his March 3rd letter.

THE COURT: Okay. Hold on, because I know I got that right here.

MR. MEYERS: That's what prompted the lawsuit.

THE COURT: Uh-huh. Okay. Hold on.

MR. MEYERS: Because what I see the Diocese ---

THE COURT: Here it is.

MR. MEYERS: --- doing now is saying, "We're changing what we meant by "the claims process" on you. It's not that we need to know the value of what we're going to pay out in the arbitration. We actually have to get the money back. We need a final accounting. We need to get a payment from Mr. Richter. None of which was the conditions as they were described.

What they described to us is, "He's agreed to pay the money. That's good enough for us. We just need to know what the awards are going to be to know if we have to get more money or not."

THE COURT: All right. Now, hold on, because let me get back to the order, just -- just so I -- I know y'all got this in your -- etched in your minds. But let me get to -- get back to the order real quick. Here it is. Okay.

(Sotto voce discussion between Mr. Shahid and Mr. Geoly.)

THE COURT: Okay. Now, let me ask you this question. I'm looking back at the letter. Have you -- have you got the letter, too?

MR. MEYERS: I do.

THE COURT: Okay. And tell me what you anticipated this meant.

MR. MEYERS: Once they valued the class claims that

were made and understood how much was left over from the 12 million, they would be able to initiate the payments to me.

THE COURT: Because it -- here's what it says. It says (as read): "The 1.375 million will be paid from the surplus funds, if any, after the claims process has been completed. In the event there are insufficient or no funds remaining from the 12 million pool of funds, the Diocese is still obligated to pay the 1.375 million, as stated above."

And I know -- I -- because you -- it says (as read): "Payment is expected sometime after January the 1st, 2008." Well, when any client sees that and -- understandably, they want January 2nd -- has arrived.

MR. MEYERS: Well, but I explained to my people that wasn't a firm deadline, and we had to wait for the claim -- the arbitrations to be done, and not that I'm -- for them to expect nothing until sometime in February.

THE COURT: Okay. And when you say "the arbitrations to be done," that -- that to you is part of the claims process?

MR. MEYERS: Right.

THE COURT: Okay.

MR. MEYERS: The way -- the way this paragraph was explained to me by Mr. Shahid was, "We need to know the value placed on the claims by Mr. Infinger."

THE COURT: Uh-huh.

MR. MEYERS: "And then we can pay, because" ---

THE COURT: Uh-huh.

MR. MEYERS: --- "then we will know if we're going to have money left over or not."

THE COURT: Uh-huh. Okay. Okay.

MR. MEYERS: Now, on March 3rd, he says it doesn't mean that; it means something else.

THE COURT: Now, what did you understand that it meant something else? Tell me that. Tell me what -- what you understood on March the 3rd. You said it meant something --

MR. MEYERS: Right.

THE COURT: --- else.

MR. MEYERS: His letter to me ---

THE COURT: Tell me that.

MR. MEYERS: --- says ---

THE COURT: Uh-huh.

MR. MEYERS: --- there are these conditions.

THE COURT: Uh-huh.

MR. MEYERS: "We have to -- Mr. Infinger and Mr. Thomas have to agree on a final disbursement. The Diocese has to receive a full accounting report." This is his letter of March 3rd.

THE COURT: Yeah.

MR. MEYERS: "And the Diocese has to have collected

the money from Mr. Richter."

THE COURT: Okay. Well, now, that's in the letter.

MR. MEYERS: Well, the letter says the offer is contingent on him agreeing ---

THE COURT: Uh-huh.

MR. MEYERS: --- to that.

THE COURT: Uh-huh. Uh-huh. Uh-huh.

MR. MEYERS: He agreed. So I -- I didn't feel like that was a contingency that was legitimate at all.

THE COURT: I understand what you're saying.

MR. MEYERS: Nor did I feel like it was legitimate to impose the "we have to get the money back" requirement on me, but --

THE COURT: You thought the contingency was satisfied at the time that Mr. Richter signed the letter.

MR. MEYERS: As to him, yes.

THE COURT: Uh-huh.

MR. MEYERS: As to the ---

THE COURT: Uh-huh. Uh-huh.

MR. MEYERS: --- claimants and the arbitration -- the claims process ---

THE COURT: Uh-huh.

MR. MEYERS: --- that contingency was satisfied ---

THE COURT: Uh-huh.

MR. MEYERS: --- when Mr. Infinger hears everybody and

makes an award.

THE COURT: Right. I'm just talking about the $100,000. In other words ---

MR. MEYERS: Right. That was done ---

THE COURT: --- based upon your understanding, you would have thought that after the order was entered that Mr. Shahid, at that point, could have said, "Send me $100,000; I want to hold it in escrow."

MR. MEYERS: Right. But what the letter says ---

THE COURT: Uh-huh.

MR. MEYERS: --- is "the offer is contingent on that."

THE COURT: Uh-huh. I'm with you.

MR. MEYERS: And -- and once he agreed to that, they -- they ---

THE COURT: I -- I got it.

MR. MEYERS: --- the contingency was on the offer and not on the performance.

THE COURT: Uh-huh.

MR. MEYERS: So I thought that wasn't even an issue.

THE COURT: Uh-huh. Uh-huh.

MR. MEYERS: And I thought the Diocese was now trying to erect it as an issue.

THE COURT: Uh-huh. I understand.

MR. MEYERS: So I felt like the landscape was pretty clear to me. I wasn't going to get a good faith

compliance. I had been told I'd be paid February 26th; my phone calls stopped being returned.

I was even trying to work around their new interpretation by getting consent of everybody involved in the claims process -- being Mr. Thomas, class counsel -- to say, "Look, the Diocese is telling me now that they have to have all this stuff formally wrapped up. Will you consent to a disbursement to me?" But --

THE COURT: And that's the letters that came in March and April.

MR. MEYERS: Well, in -- in early March. I was trying ---

THE COURT: Yeah. Yeah. Yeah.

MR. MEYERS: Then in April, unbeknownst to me, the Diocese gets back -- they get the $100,000 ---

THE COURT: Uh-huh. Yes.

MR. MEYERS: --- payment, and they get the money back in the middle of April, on April 15th; which I find out for the first time, October 1, 2008, when Mr. Shahid writes Your Honor and gives an update on what's happening.

Now, here's what fascinates me about this. This is two months after I've written him and said, "Let's use Marvin Infinger as an intermediary. I don't trust you at all, so you pay the money to Marvin. And when he tells me he's got the money in his escrow account ---

THE COURT: Yes.

MR. MEYERS: --- I will give him releases. And when you've gotten the releases, he will give me the money."

THE COURT: Where is that letter?

MR. MEYERS: What I filed this morning, August 5th, 2008.

THE COURT: Hold on, because I've got to find that stack. All right. This August the 5th letter.

MR. MEYERS: Here.

THE COURT: I got it. I got it right here.

MR. MEYERS: I've got it right here.

THE COURT: No. Gosh, if you give it to me, you won't have one. Hold on. All right. Wait a minute now. Is it the back or the front?

MR. MEYERS: It's kind of in the middle.

THE COURT: Oh. All right. August the 5th? And you write -- you write it to ---

MR. MEYERS: Mr. Geoly.

THE COURT: --- Jim Geoly. Okay.

MR. MEYERS: With whom I've always gotten along well.

THE COURT: Uh-huh. Uh-huh.

(The Court reviews the letter.)

THE COURT: Got it.

MR. MEYERS: Two days later ---

THE COURT: Wait a minute. I need a "sticky." I'm

sorry. Go ahead. I'm listening to you, I just ---

MR. MEYERS: Two days later, the Diocese serves me with the motions they filed July 25th in this court, trying to enforce the settlement.

THE COURT: Okay.

MR. MEYERS: Here I am, trying to get them to pay the principal amount using Mr. Infinger as an intermediary, which Mr. Infinger had told me he was agreeable to --

THE COURT: Uh-huh.

MR. MEYERS: -- and they won't do it.

Now, the next week, I was in court in Charleston, once again, trying to get them to -- trying to get Judge Houston to order them to do what they had agreed to do. And Mr. Shahid says, "We'd love to comply. We would like to settle the case. We're ready to move forward, but we've got these motions pending in Dorchester County that need to be addressed that simply deal with motions for sanctions."

And I say to him, "Keep your motion for sanctions if you want to, but pay my clients their money."

THE COURT: And did Mr. Geoly or Mr. Shahid say to you --

MR. MEYERS: I got no response to that letter.

THE COURT: Okay.

MR. MEYERS: Now, Mr. Shahid had written me April 4th, as he's indicated, saying to me, "If you will dismiss your

case with prejudice in Charleston, we can talk about resolving everything."

That's what his letter says. If I dismiss with prejudice, then he'll talk to me about it.

And I wrote him back, saying, "I think you're asking me to commit malpractice. If I dismiss with prejudice, you can successfully defend, saying you don't have to pay me. But, you know, I'll give you releases if you give me a payment through some mechanism."

But I don't know until October that the conditions have all been satisfied back in April. He doesn't ever tell me that.

Later -- not long ago, he says, "You know, you've never tendered releases." And I'm thinking, my agreement says, "I will give you releases if you pay me."

So I wrote him back and I said, "You're right. I haven't offered you releases, because you haven't paid me. You haven't tendered payment. But I'll tell you what -- nor have you ever given me releases that you want me to have signed. But I'll tell you what, I'll get releases.

And I'm holding in my office releases from every one of my people. Now, I'm not going to give them to Mr. Shahid or anyone else, until I know for sure they have parted ---

THE COURT: We ---

MR. MEYERS: --- with the money.

THE COURT: Yeah. Well, we talked about that. No one would do that. Yeah. No one would do that.

MR. MEYERS: And -- and I've been trying for months to resolve simply by getting them to comply with what I thought was the agreement, and what they say is a court order.

So I have -- I've been unusually frustrated by the course of these events. And I've never seen anything like it in the 30 years that I have practiced law, and -- and I have not known what to make of if.

But if indeed this was a court order, it's certainly not been complied with. If it was a settlement, it's not been complied with. But my people have been willing to perform the entire time.

And I've certainly acknowledged they have to exchange releases to get the money, but no releases have been tendered to me. But I now have releases that I've drafted, and -- and I'm ready to perform.

I -- I do have three clients who've had consequential injury. Most of them are working; most of them have been able to wait. Have been annoyed to wait, but they've been able to wait. One client spent about four months in prison longer than he had to. He could have qualified for an early-release program, if he'd been able to afford his own

apartment. This money would have put him in that posture.

THE COURT: Ummm.

MR. MEYERS: One client had to borrow money at really punishing interest rates, which damage accrues -- he -- he's borrowed it in small increments. I have all the paperwork, and that damage continues to accrue. And we can -- we can still cut it off, if we can get ---

THE COURT: Uh-huh. Uh-huh.

MR. MEYERS: --- the Diocese to perform.

The third client's John Doe B, who is in bankruptcy as a result of ---

THE COURT: Uh-huh.

MR. MEYERS: --- the Diocese's failure to perform. So -- and I know he's not on the radar screen here at the moment.

But those -- and I've written to the Diocese about this. You know, I've given them a thumbnail on what the significance was to their delay. And I've not known how to unlock this, because I feel like they keep saying to me, "You've added this unmerited party." And I keep saying, "He's a third-party beneficiary. He's not part of the agreement.

I have not known what to do. I've tried to enlist Mr. Infinger; I've tried to enlist Mr. Geoly. I -- I can't get the Diocese to agree to make payment.

THE COURT: Uh-huh. Okay. I got it. I got it. Got it.

Mr. Geoly.

MR. GEOLY: Your Honor, if I could address at least some of that.

THE COURT: Sure. Of course.

(To Mr. Meyers) And you can ---

MR. GEOLY: The Diocese ---

THE COURT: --- you can grab a chair.

MR. GEOLY: --- had its own good faith understanding of when this payment was due. The payment was requested, at first, long before it was actually due. Whatever Mr. Meyers thinks he understands about when that due date was, the actual agreement -- the one attached to your court order -- talks about Mr. Richter's contribution that the -- this offer is contingent on the receipt by the Diocese of $100,000, not on Mr. Richter's promise to pay $100,000.

And as the -- as the Court pointed out, the 1.375 million will be paid from the surplus fund, if any, after the claims process has been completed. In the event there are no -- there are insufficient or no funds remaining from the 12 million pool of funds, the Diocese is still obligated to pay. Clearly ---

THE COURT: (To Mr. Flowers) Yes, sir. Could you take your seat? You -- it's distracting. I'm trying to listen

to -- to him. I'll give you -- if you need to consult with him, I'll give him -- y'all time to do that. That's very distracting.

(To Mr. Geoly) I'm sorry. Go ahead.

MR. GEOLY: Clearly, the written word -- the one signed by Mr. Meyers, the one adopted by the Court as an order -- states that we are talking about the actual receipt by the Diocese of funds before any obligation to make a payment on this settlement would become ripe. That's our interpretation.

If we're wrong about that interpretation, at least -- and certainly you could understand, I think -- that's it's a good faith interpretation, because it appears to be the plain meaning of the written words. And I don't think we're in the weaker position relying on the written words of Your Honor's order. So that's the state of affairs through at least mid/late April of -- of 2008.

Before -- before the claims process was complete, which includes the tendering back to the Diocese of those excess funds, Mr. Meyers filed his Charleston lawsuit, putting into question the very agreement and obligation to pay that was at issue in this order, rather than come to the Court to enforce the order if he thought we were delaying complying with that; and calling into question whether we were or were not protected and released from

obligations by the payment of that money.

He, in a sense, made it impossible for us to simply give him 1.375 million dollars by filing his lawsuit, because that would not discharge the lawsuit automatically. And yet, from our point of view at the time the lawsuit was filed, these funds were not due yet anyway.

We encouraged him to come back to you if he thought he had a problem with the agreement and the order. He pursued his lawsuit.

With all of this pending, I certainly did my best to try to find some way to just make it all go away, because that seemed to be the obvious thing to do. We owed 1.375 million. Sooner or later, the question of when it was really due was going to be moot, because even from our point of view, it was going to be due. Why can't we just give you the money and everything goes away?

That is a conversation I had repeatedly with Mr. Flowers, and I -- and I have a perfectly good working relationship with both of these gentlemen. We have no problems speaking about the issues that are at issue here. And I really think all we were trying to do was set up the kind of exchange that Mr. Meyers described, that he wrote to me about on -- on the occasion he -- he showed you the letter of.

Mr. Flowers and I had numerous conversations about

that. We contemplated and tried to involve Mr. Infinger in it, for the very reasons that have been discussed, so many times, that I probably can't separate them all in my memory as individual occurrences.

But I can tell you this: On one occasion, the idea was the Diocese will tender its money; Mr. Meyers will tender the releases and simultaneously dismiss his Charleston lawsuit, because it will all have been resolved. And no, we wouldn't expect him to dismiss the lawsuit before he knew Mr. Infinger had the money. But once that had occurred, this could all happen in one day. The idea was to have it happen all at the same time.

And at the last minute -- maybe it was the day before, maybe it was two days before -- we're informed that well, no, Mr. Meyers doesn't have his releases, because he's had trouble contacting his clients. And they haven't signed them all, or none of them have been signed; or some of them have been signed, but not all of them have been signed.

And so this was put off. It couldn't happen. Why can't the Diocese just go forward and trust us? We'll get you the releases. Isn't that enough? We're telling you we're getting them.

No, it's not enough. We actually need releases to go with the tender of the money. Why? Because you filed a lawsuit, and we really need to see that this is all

resolved at once. These releases are not just releases under Your Honor's order. But as releases, they also provide some protection from this lawsuit that is pending in Charleston, because they are releasing these people's claims against the Diocese. We needed to know that they really existed before the money was tendered. This went around the block quite a few times.

Finally, in exasperation, the Diocese said, "You know what? We know we owe this money and we don't want to stand between -- we don't want to be the obstacle to this money being paid. But we're kind of placed in an impossible position, and to this day, we still don't have releases."

I understand from Mr. Meyers today that he now has releases. That's wonderful. We -- we can put them all on the table. Our chief financial officer, I believe, is here. In a very short period of time, we can have the check and get this done; because to this day, we know we owe the money.

But this is the first day ever Mr. Meyers has said he has signed releases to us. He has letters writing -- written that say he will get them. Even the one written to me in August, '08, says he will get them. But he's never tendered any.

So the Diocese made a motion to deposit the funds here, and let the Court decide whether he really had

releases or not. And in a sense, let the chips on the Charleston case fall. Because we figured if these are valid releases, they'll afford us protection in -- in Charleston as well. And we'll deal with that on our own. That's our burden. We'll have to just go do that. But in July of '08, we -- we gave up and made the motion to deposit the funds here.

After the filing of that motion, I get this August letter from Mr. Meyers about he wants to go back and do the same arrangement we were trying to work out with Mr. Infinger earlier. I want to say it was June, but that's from memory.

Now that we've already made this motion to deposit the funds in court, he says that he hadn't received the motion at the time he wrote that letter. I have no reason to doubt that. These really may be things that -- that crossed in the mail. That's fine. But that's how we got here.

What has not happened here, at any point in time, is any form of calculated delay by the Diocese in paying the money that it has always understood that it owed.

What has happened is, at first, the money wasn't due yet. And then, a legal condition was created that made it -- that changed the deal, that made it impossible to just pay the money. Because now, these people who were supposed

to be releasing us aren't releasing us. They're not tendering releases, and they're suing us on the very same matter in Charleston. You can't settle a matter and pursue it at the same time. That was the quandary we were put in.

This is not an attempt to delay paying the money; this is an attempt to get the benefit of the bargain, which was: It all goes away when we pay the money. Which we're still here trying to do, which is why we filed a motion to enforce the order, which is really all we're asking of you, to -- to make that happen.

THE COURT: Okay. Got it.

MR. GEOLY: Thank you.

THE COURT: Absolutely.

MR. MEYERS: Can I say one more thing? I do have releases. Because the Diocese wouldn't send me a release, I wrote it. So I will predict to you, with a high degree of confidence, that the next argument is going to be, "We don't like your release." And I will be unable to get my money.

THE COURT: I know there's a release. There's -- there is a release that is a part -- it just happens to be contained in the ---

MR. MEYERS: --- in the class.

THE COURT: --- in the class.

MR. MEYERS: Right.

THE COURT: But I -- you know --

MR. MEYERS: But what I want to say is ---

THE COURT: Uh-huh.

MR. MEYERS: --- I would certainly recommend to my clients --

THE COURT: Okay.

MR. MEYERS: -- that since the Diocese unquestionably received on April 28th the last contingency, by their own account -- on April 28th of this year -- last year, they received from Mr. Richter the payment, which was by their own account, in their March letter, the last contingency. They have the money back from the class.

THE COURT: Uh-huh. Right.

MR. MEYERS: They knew exactly what the disbursements were they had to pay.

I would certainly recommend to my clients that everything get resolved as to John Doe C forward, if they will make that payment and the Court awards post-judgment interest from that day. That's 1.375 million, it's about 165,000 a year, at 12 percent. I don't know what the right amount would be, but I would certainly make the recommendation.

I have to go back to my clients to get complete authority, because my authority expired August 15th, and I -- all I do is annoy them by asking my hypothetical. But

if there's money actually tendered or court ordered, and the Diocese actually makes the payment, I would certainly make that recommendation to my people. I suspect they'll follow my recommendation, but I have to go through ---

THE COURT: Let me ask you this question, Mr. Meyers: Do you have a copy, either electronically or happen to have one with you today in your file, and -- one of the releases? I'm not talking about a signed one.

MR. MEYERS: I have ---

THE COURT: Do you have the language?

MR. MEYERS: --- in my laptop in the car, which probably has the release --

THE COURT: Has got that on it? Here's what I'm going to ask you to do for me, if you don't mind, because it would be helpful. And I certainly wouldn't ask you to -- to transfer at this moment a release that has a signature on it. But if you could transfer the language, I would -- I would very much like to -- I'd like to proceed as far as we could, just in terms of the -- the enforcement of the settlement.

MR. MEYERS: I will say I did not use as the model for the release the one in the class action; I used a release that I've often used. Because -- just because it didn't occur to me to use that one. I did ask the Diocese to give me one so I could look at it --

THE COURT: Sure.

MR. MEYERS: -- which they wouldn't do.

THE COURT: I understand. But I'd like -- in other words, rather than having to reconvene, I'd -- I'd very much like to do that, because you could probably ---

MR. MEYERS: I can ---

THE COURT: Just as a hint, when we leave here today, 1.375 million is going to be moving. Okay? Don't know where it's going to be moving, but it's going to be moving. Okay.

MR. MEYERS: Well, it's agreeable to me if it moves to Mr. Infinger's escrow account.

THE COURT: I -- I don't know where -- I -- I don't -- I'm not sure where I'm going to move it at this moment. But if you could do that, I would very much --

MR. MEYERS: I can do that.

THE COURT: -- very much like to be able to handle that issue.

MR. MEYERS: It would seem worst case, if I could -- I don't know if I can print, but I can certainly e-mail from somewhere in the courthouse to the courthouse, to transfer the text of ---

THE COURT: You can -- if you e-mail it -- if you can e-mail it to my law clerk, he can print it. How about that?

MR. MEYERS: But I have to get it from my laptop.

THE COURT: I know, that's in the car.

MR. MEYERS: But I can print it ---

THE COURT: I know. Well -- and let me tell you, it's -- let me sort of tell you where we are at this moment. And I -- I'm trying to think. I have a -- folks have got to get lunch, and I have a two o'clock and -- and the gentleman is -- is actually coming from death row at Leiber. So he's -- I -- I like to go ahead and bring those folks in and deal with what I need to deal with, and -- and let them go about their business.

So I know I'm going to need to take a break when he gets here. And I'm very mindful that I have the other motion that is pending. So, why don't we do this? Why don't I just shift gears for just a moment and handle the *amicus* motion.

Then we'll take a break and you can go get it then. And you can e-mail it and we can get copies. Y'all can take a look. And I know I'm -- I know I'm keeping the plaintiff's counsel here, but it's -- it's fairly remarkable that the -- that, you know, obviously the action, at least at this moment, is between the -- it has to do with the settlement. And y'all -- the $100,000 is gone.

And I know I'm keeping y'all from probably doing

things y'all want to be doing. So I'll leave it to you, if you want to remain or not remain.

MR. RICHTER: Well, you -- you're kind to consider us in that way, Your Honor. We have not been asked to speak, so we haven't -- haven't spoken. The -- the fight really has been between ---

THE COURT: It really has been.

MR. RICHTER: I -- I do think that we, perhaps, can be of some assistance to the Court, if you would like -- like for me to do that.

THE COURT: Sure. I think -- I think what I -- I'm trying to think. Yeah. And it has -- yes. I -- I'm listening. And then I'll go to the *amicus*.

MR. RICHTER: Well, as -- as Your Honor knows -- well ---

THE COURT: (To the court reporter) And this -- this is Mr. Richter.

MR. RICHTER: --- I -- I believe that no sane or -- or honest person -- sane and honest person could possibly perceive that the matter between the class that Mr. Haller and I represent -- or represented -- and the Diocese was anything other than contentious. At least on -- well, I had -- how contentious? I caused a Rule to Show Cause to be issued by this Court against the Bishop of the Diocese of Charleston. And that resulted -- in part resulted in

the hearing in Orangeburg.

But some have perceived it that way, so I -- I don't speak on behalf of the Diocese, and I don't speak on behalf of Mr. Meyers' side of this matter.

I am a signatory, however, to the very agreement by letter which has formed the actual core of this controversy. And we are significantly involved to the extent that all plaintiffs' counsel contributed a total sum of $100,000 to get rid of certain counsel and certain issues in the class case.

Now, today I hear things that concern me a good bit. We are clearly $100,000-worth invested in the controversy that has presented itself as being only between these two sides -- Mr. Meyers' side and the Diocese's side -- today.

But in looking -- and I just call this to the Court's and everybody's attention, so that it can run through everybody's mind. If it makes any difference, everybody can decide that; if it doesn't make any difference, everybody can decide that.

Certainly, the time for making a claim in this class has long ago gone. That process has long ago ended in the case. Now, Mr. Meyers -- or somebody has -- Mr. Meyers has included in his submission today -- I think this is today's submission -- several -- copies of several opt-out forms.

But the language on -- this is a court-approved form

this Court issued, and all it would say is, "If you want out of this class, you have to execute this form." We had a hearing about that.

But apparently, what I heard today was that Mr. Meyers unilaterally caused that form to be ended. So if that opt-out was ineffective, clearly the time for these people to make a claim in the class has long since gone. And if they hadn't opted out properly, I think their claim under this agreement is -- is likewise gone. But that's -- I'm only interested in $100,000 worth of that argument.

Number 2, from what I heard these people say -- and I was there -- in listening to Mr. Meyer's characterization of this matter, it is absolutely clear to me that there was no meeting of the minds amongst the people that entered into this agreement.

I say that because there could be no doubt but that it was abundantly clear that the Diocese had to pay Mr. Meyers' clients -- 11 of them, I believe -- from the funds, if there were funds left over after all the distributions to the class. There is absolutely no doubt about that. Those were the terms of the agreement.

Clearly, if you look at the dates, nobody asked me to -- to give our $100,000 contribution to the Diocese so it could make that payment until after that had happened. Mr. Thomas gave his refund check to the Diocese, whatever it

was. Somebody then notified me that had happened. We then sent our -- our check. But there is no misunderstanding -- was no misunderstanding about that whatsoever.

Third, our $100,000 has been tied up, which we haven't had the interest-use of since April of last -- of last year. And it seems to me that Mr. Meyers filed a suit on March the 6th or 10th of 2007, prior to the time that the Diocese was obligated to make the payment, because the claims period had not wound up. That process had not wound up by that time.

The last thing that the Court should know is that Mr. Flowers sat with us and took part in all of these negotiations. There's no doubt about everybody knowing 100 percent what happened, happened in Mr. Infinger's office.

So to the extent that helps the Court, I offer it. To the extent it doesn't, please disregard it. And thank you for hearing us.

THE COURT: Thank you very much. All right.

All right. Now, I'm going to shift to our last motion, and that is the petition to appear as an *amicus curiae*.

And before I do that, Mr. -- Mr. Meyers, I gotta ask you one more question of you. And -- and I know you're going to have to refer to probably some of your paperwork. But on Exhibit -- on today's submittal, on Exhibit 6, and I

-- have you got -- you've got it right there.

Okay. Exhibit -- look -- look on Exhibit 6 for me. Let's see. Can you tell me which John Doe -- letter-wise -- that person is? Obviously, I don't want to know their identity, just their letter.

MR. MEYERS: Which one?

THE COURT: The one that's on 6 -- Exhibit 6. Oh, it's Exhibit -- wait a minute. Here we go. Here we go.

MR. MEYERS: The -- are you referring to the attachments ---

THE COURT: Yeah, exactly.

MR. MEYERS: --- that is -- Exhibit 6 in one of my attachments?

THE COURT: Exactly.

MR. MEYERS: I am pretty sure --

THE COURT: Now, just the letter now; just the letter.

MR. MEYERS: I have to consult my list to know.

THE COURT: I know you do.

MR. MEYERS: I have to correlate those.

THE COURT: And that's somewhere else.

MR. MEYERS: I probably can get that off my laptop.

THE COURT: Can I ask you this question? Do you -- this is the one of the alphabet from "C" ---

MR. MEYERS: Yes.

THE COURT: -- forward? Okay. That -- that's

probably going to be plenty enough. That's probably going to be plenty enough.

MR. MEYERS: I bet I can figure it out, actually, from the affidavit that's attached.

THE COURT: Well, I kind of wondered if you did "A, B, C, D." You may have done it that way, you know? So it would be A, B, C, D, E, F, maybe? That might be ---

MR. MEYERS: I'm pretty sure it was John Doe D.

THE COURT: "D"? Okay.

MR. MEYERS: Pretty sure.

THE COURT: Great. That works.

MR. SHAHID: Judge, I'm sorry? John Doe ---

THE COURT: John Doe D.

MR. MEYERS: "D" as in "dog."

THE COURT: Dog. "D." That's plenty good. That's -- but you know that it's one of them. Otherwise, why -- why would you have attached it? Okay. I got it. Okay. Great. That's -- that's plenty of sufficient --

All right. Now -- now I'm going to shift to the *amicus*. All right. Mr. Flowers?

MR. RICHTER: Judge, let me ask a last question about what you've done thus far before you start into the new matter? I just -- I'm not sure I wrote it down right. Are the releases signed in Mr. Meyers' office now? Is that where -- is that where we are on that issue?

THE COURT: He -- here's where, as I understand it. There are releases that have been signed by Mr. Meyers. And what Mr. Meyers did is -- is he -- he used ---

MR. RICHTER: By Mr. Meyers. I mean ---

THE COURT: Yeah. He used releases that he has that he typically uses in his practice. He has them; they are signed.

And of course, he articulated a concern that once the -- you know, that once that counsel for the defendants see the releases, they may or may not be acceptable. And in all candor, he used what is his typical and normal release, rather than what's in the class settlement. And there wasn't any reason, I mean, there wasn't ---

MR. RICHTER: Oh, I'm not challenging.

THE COURT: --- any agreement to -- you know, to use that one.

MR. RICHTER: I -- I just didn't understand whether his clients ---

THE COURT: So.

MR. RICHTER: --- had signed all of those.

THE COURT: Yep. He has them.

MR. RICHTER: That's really all I'm asking. Thank you.

THE COURT: He does have them. He has them in his office, and he thinks that he has the language on his

laptop. And he's going to be kind enough to -- to send that to my law clerk; I'm going to print it; and then I'm going to ask the defendants to look at that language. So, if we can move that process ahead a little bit more, it just gets these folks closer to getting some money. Which is -- I -- I think everybody has an interest in that. Okay. Great.

Yes, Mr. Flowers.

MR. FLOWERS: Thank you, Your Honor.

THE COURT: Uh-huh.

MR. FLOWERS: I didn't mean to annoy the Court earlier when I approached.

THE COURT: Well, it -- you know, it is because when you ---

MR. FLOWERS: I didn't mean to distract you.

THE COURT: --- people -- and -- and ---

MR. FLOWERS: I apologize to the Court for that.

THE COURT: Okay. Yes, sir.

MR. FLOWERS: Your Honor, I have filed the petition to appear as *amicus curiae* on behalf of the South Carolina Victims Assistance Network --

THE COURT: Uh-huh.

MR. FLOWERS: -- which is an organization I've done amicus work for in the past. I've done work for them a number of years now.

THE COURT: Yes, sir.

MR. FLOWERS: They engaged me to file this petition to bring to the Court's attention, and hopefully shed some light on, the numerous ethical and legal breaches that have occurred in this litigation.

I've set them forth in the petition; I won't belabor them. But I will point out to the Court that with the Court's ruling today -- if -- if the Court rules today, that the agreement is part of this litigation, it raises a new issue; and that is whether the class members -- absent class members -- need to be notified about this agreement with Mr. Meyer and my -- Mr. Meyers' and my clients, so that they can come in if there is going to be a final fairness hearing held in this litigation -- which I think there should be -- they should be notified about the terms of that agreement so they could come in and complain or question as to why they didn't get the same agreement; and why their class counsel agreed to pay $100,000, either out of his own pocket or their pockets; and they've not had an opportunity to be heard on that, as well as a number of other issues they haven't had an opportunity to be heard on.

THE COURT: Okay. Now, you -- you just made a comment. You said, "Mr. Meyers' and my clients."

MR. FLOWERS: Yes, ma'am.

THE COURT: Is -- is that what you said?

MR. FLOWERS: Yes, ma'am.

THE COURT: Uh-huh. Okay. All right. Now, let's talk about the law a little bit with *amicus*.

MR. FLOWERS: And I got -- I got to grab that ---

THE COURT: And obviously, all of these issues could have been raised at the time of the objection to the class settlement. They were not raised. And in South Carolina law, we know that we have an appellate rule that addresses *amicus*. And --

(Sotto voce discussion between the Court and the law clerk.)

THE COURT: -- and it's Rule 213 of the South Carolina Rules of Appellate Procedure. But that's not what you are asking to do, is it?

MR. FLOWERS: I'm asking to appear as an *amicus* in the trial court, Your Honor.

THE COURT: Uh-huh.

MR. FLOWERS: And there is authority for that in a case called *"Cook vs. South Carolina Department of Highways and Public Transportation"* ---

THE COURT: Yes, sir.

MR. FLOWERS: --- a Supreme Court case. The citation is 420 SE 2nd 847. I've got a copy ---

THE COURT: I'm very familiar with that case.

MR. FLOWERS: And in that case, the Supreme Court said it was within the trial court's discretion to entertain *amicus* petitions.

THE COURT: And interestingly enough, the Court talks in that case -- in the *Cook* case -- it refers to the Court's consideration of the *amicus* in that case. And it says two things which I think are interesting.

The first thing that it -- that it does not do is it does not refer to the Appellate Rule.

The second interesting language is, is it considers it to be -- what the Court says is that it's an evidentiary matter. And whether or not to admit evidence is within the trial court's discretion. It refers to the admission of the *amicus* as an evidentiary admission, which I thought was interesting.

And then finally, the Court notes -- the Supreme Court notes in passing that it's apparent that the trial court gave no consideration at all to the *amicus*. And then it basically -- the Court in no way addresses it beyond that. You agree with that?

MR. FLOWERS: Yes, ma'am.

THE COURT: And that is the only case where *amicus*, at the trial level, is mentioned in the trial court in South Carolina, right?

MR. FLOWERS: That's the only one I could find, Your

Honor.

THE COURT: Well, there is one at the Federal Court level. I'm sure you are familiar with that. Involves the United States government, and the United States said -- moved to be able to participate in an *amicus* fashion or to intervene.

And the Federal Court in that case -- and I'll get that site for you in just a moment -- opined that because the United States sought by its action to affect the underlying litigation, that it was appropriate that the United States be added as an intervener; and in fact, designated as a party plaintiff.

And there's a good discussion in that case about the role that is played by one filing an *amicus*. And -- and I thought that was interesting, too. Because there are certainly some rules relating to *amicus*, and -- and I'm just setting them forward.

And this is from a law review article (as read): "The function of an *amicus curiae* is to call the Court's attention to law or fact circumstances. An *amicus curiae's* principal or usual function is to aid the Court on questions of law. But whatever the matter with reference the *amicus curiae* undertakes to inform the court, he or she should act in good faith, make full disclosure on the point, suppress nothing with intent to deceive the Court.

"Traditionally, an *amicus curiae* was a neutral provider of information, although as the law has developed, those with a partisan interest now may participate."

Now, it says (as read): "*Amicus curiae* are drawn from the ranks of persons who care about the legal principles that apply in the suit, but who do not have the right to appear in the suit."

And they need -- and it goes on to say that (as read): "A private individual seeking to file an *Amicus* Appellate brief does not need to be impartial, but may have an interest."

It goes on to say (as read): "An *amicus curiae* has no control over the litigation, and no right to institute any proceedings in it. An *amicus curiae* ordinarily cannot file pleadings or motions in the cause, but is restricted to suggestions relative to matters appearing on the record, or to matters of practice.

"An *amicus curiae* is not vested with the management of the case" -- which was important in the Federal case. Can't appeal it. Not bound by the judgment.

And then it goes on to say that (as read): "When *amicus* status is granted, the named party should always remain in control with the *amicus* merely responding to the issues presented by the parties. Although an *amicus* may provide supplementary assistance to existing counsel, an

amicus curiae cannot assume management of the action as counsel, because it cannot be in control of the litigation.

"An *amicus* cannot initiate, create, extend, or enlarge issues, including constitutional issues. Courts will not consider issues raised by *amici curiae* that -- which were not raised by the parties. Relief beyond that which is sought by the parties cannot be requested by *amicus curiae*. Instead, an *amicus curiae* must take the case as he or she" -- in your instance, I think you would say "or it" -- "finds it, with the issues made by the parties.

"Motion practice by -- by *amici curiae* is not permitted."

I just note that certainly there is affirmative relief requested in your petition. In other words, I -- I really just note that given the definitions of *amicus curiae* that I have been able to find, they certainly seem quite different from what you propose, Mr. Flowers.

MR. FLOWERS: What I propose, or what my client proposes, Your Honor, is at the beginning of the addanum [phonetic] clause to further develop and to point out serious problems with this litigation including: false information given to the Court; misleading the Court; a number of other issues that the parties themselves not only haven't pointed out to the Court, but they actively concealed. And somebody needs to shed some light on it and

the parties obviously aren't going to do that.

SCVAN is not intending to take over this litigation, to get in control of this litigation. They are merely wishing to shed light on the activities of the parties that are already before this Court. That's the intent of the *amicus* petition.

THE COURT: I have read your petition. I have read the case -- the one case under state law that mentions *amicus curiae* at the trial level. I've read the Appellate Court rule, and I have researched both the Federal decision that I mentioned to you, as well as a number of other articles and information.

And I must tell you, Mr. Flowers, I do not find that your petition, in any regard, meets what is contemplated by the other -- by the *amicus* matters -- by the *amicus* definition from what I have been able to ascertain.

It seems to me that you are attempting, in some form or fashion perhaps to intervene, and you couched it in terms of a petition to appear as an *amicus* rather than a motion to intervene. And our law is clear, at least insofar as the Federal Court decision talks about and discusses that they are very much different, the intervention and the *amicus*.

And it seems to me that minimally you are attempting to -- to intervene, although that's not what you have

asked. You've asked -- this is couched as a petition to appear as an *amicus*.

MR. FLOWERS: Your Honor, so the record's clear, we're not attempting to intervene. We're not attempting to get party status.

THE COURT: And you -- and you don't say that. You -- I'm just telling you ---

MR. FLOWERS: We don't think we have standing ---

THE COURT: Uh-huh.

MR. FLOWERS: --- to -- to intervene, or to be a party in the class action. What we're asking to do is perform in an advisory role, which an *amicus* does, to the Court about the various matters that are laid out in the petition.

THE COURT: Okay. All right. Very well. I'm going to respectfully deny your motion to appear as an *amicus*. Now ---

MR. FLOWERS: Can I say one more thing, Your Honor? I understand the Court's ruling.

THE COURT: Thank you.

MR. FLOWERS: I'm not arguing with the Court. But just so the record's clear, you mentioned that the stuff that's in the petition could have been raised at the fairness hearing. There are matters in the petition that occurred after the fairness hearing ---

THE COURT: Okay.

MR. FLOWERS: --- so they could not have been raised at ---

THE COURT: Okay.

MR. FLOWERS: --- the fairness hearing.

THE COURT: Very well. All right. Now -- and -- and -- before Mr. Flowers leaves, a couple of things that -- that I want to talk about and I feel compelled to put on the record.

The first thing is, Mr. Flowers, I have concerns about your petition to appear as an *amicus curiae* when it appears that you represent certain individuals who are parties to the settlement to the -- that we're here about today. And I am concerned about that, and I'm going to put that on the record. I need say no more, but I am expressing to you a concern.

MR. FLOWERS: May I respond to it, Your Honor?

THE COURT: I'm -- if you wish.

MR. FLOWERS: When -- when I was engaged by the South Carolina Victims Assistance Network, I was asked to do a -- a specific and discreet thing for them. Whether I was representing other parties or not who were in this settlement is not relevant as long as there's no conflict; and even if there is a conflict, as long as it is disclosed and they give waivers to any potential conflict.

Now, I take the position there is no conflict, because

the people that Mr. Meyers and I represent in the settlement are not fighting about the class action case any more. They opted out; they are gone. SCVAN wants to bring to the Court's attention all the problems with the settlement.

So there is no conflict. And even if there was, it's one that could be waived. And I will represent to the Court as an officer of the Court, I have made full disclosure to everybody involved in this process that I represent as to what the dual role that I might be put in the position of doing. And -- and everyone gave complete waivers as to any problems that anyone may raise at any point in the future about it.

THE COURT: I -- I make no findings in that regard, other than to tell you, Mr. Flowers, that it's clear to me that you represent other individuals in the -- in this litigation, and I just simply wanted the record to reflect my concern.

Secondly, I'm going to make an e-mail part of the record that I received from you, Mr. Flowers, because I'm very concerned that -- about the content of the e-mail.

It is an e-mail, says (as read): "From: David df60@charter.net; Subject: Re: Doe vs. Diocese Case, Potential Hearing Date."

And --

(Sotto voce conversation between the Court and the law clerk.)

THE COURT: I'm going to make that a part of the record. And in it, Mr. Flowers, you make certain allegations regarding the Court's lack of willingness to schedule your -- these matters.

And I simply wanted to put on the record that the final motion -- of course, we've had -- I think, we've had one that's been filed very recently. But the bulk of these motions were filed, I think, September 25th and thereabouts.

And I had a status conference on October the 2nd, and I wanted to be sure that that was the date, and -- and -- and asked for and received today the -- the transcript.

And on that occasion, I met with counsel to try to schedule the -- this motion hearing as soon as possible, and gathered everyone rather than trying to do that by e-mail so that we could expedite, I had hoped.

On that occasion, because I have my typical duties -- which is court -- and I brought my schedule in case anyone wondered what that has been. And -- but I did want the record to reflect that as I attempted to schedule the hearing, I thought I hit most every Friday when -- because I'm in court. And tried to address our next chambers week, which was Thanksgiving week. And then moved into the last

two weeks of the year, and was told the following: Mr. Flowers, you could not be available for October the 17th; Mr. Meyers could not be present on October the 24th, or December the 25th through January the 2nd; that Mr. Richter could not be available October the 9th and 10th, or November the 16th through the 21st; and Mr. Shahid was doing the "Gobble-Wobble" race on November the 24th or the 25th, which obviously was the week of Thanksgiving, our next chambers week.

Between October the 2nd -- which I think comes just days after the last motion, the one filed on September 25th. I don't know when I got it; it was filed on the 25th. I probably received it some time after that.

I then sought and hoped to hear again -- tried to hear the matter during the -- our chambers period at the end of the year. Counsel was not available. I then asked about the first of the year, and was told that you couldn't hear it on January the 8th or February the 2nd and 3rd.

And then I was given everyone else's difficulties over the period, to include, I think, one -- a couple of the lawyers just sent me the calendar and said, "You figure out when we're going to be available."

And I -- my office spent an awful lot of time trying to get the date. This is the first day since October the 2nd that we were all available. And I certainly have made

myself available. And needless to say that this matter has been more difficult to get scheduled, quite frankly, than a non-jury capital case that I have tried since October the 2nd. So I'm going to make my transcript of the status conference part of the record as well as your e-mail.

Also in the e-mail -- the other portion of this e-mail that concerned me was -- I am concerned that some of your statements could be considered to be *ex parte*, an *ex parte* argument in favor of your petition for *amicus*. And as an officer of the Court, disingenuous, because your comment is -- and I would note, I even offered to hear it on the day of October the 2nd, and counsel simply hadn't received it in time and wasn't prepared, which was certainly reasonable.

It says (as read): "If the Court should find time in the next two months to hear my petition, which is only opposed by an utterly frivolous argument by the Diocese, I would seek that it not be heard only on January the 8th and February the 2nd and 3rd."

That was the comment that I -- I was concerned was argument on the motion itself, which is not correct, as you and I just -- and I interchanged. It's not an utterly frivolous argument. It is not a clear area in South Carolina law in any event, which concerns me that that argument, albeit *ex parte*, could be considered to be

disingenuous on your part as an officer of the Court, because it wouldn't be an utterly frivolous argument.

MR. FLOWERS: Your Honor, in their ---

THE COURT: Let me finish, please.

MR. FLOWERS: I'm sorry.

THE COURT: And then I'm -- I certainly want you to respond, sir.

I put all these matters on the record because -- really for two reasons.

Number one, I was -- I was -- I try so hard, particularly when I'm the Chief Administrative Judge and have many, many administrative tasks. And I was the Chief Administrative Judge for the 1st Judicial Circuit up to January the 1st; did have pending a capital case, which I did try.

Also, unfortunately, I had some other issues that came up that were unanticipated, didn't interfere with this matter at all.

But I certainly do try very much to -- to be responsive to counsel, and so when I am accused of the kinds of things that I was accused of in your e-mail, I guess what comes to mind first of all is sadness, I suppose.

Secondly, the oath of civility that I -- I presume you took when -- when the Bar was required to take it some

years ago. And I -- I want to hear from you, but what I really want to do is just to put you on notice, Mr. Flowers, that your conduct was not appropriate. Okay?

MR. FLOWERS: Thank you, Your Honor.

THE COURT: Uh-huh.

MR. FLOWERS: I -- I will say that I stand by the words. They are truthful statements. The record is clear. What I said in there was that whenever the parties to this action wanted something heard in a hurry, they got heard in a hurry. My petition's been pending since June of last year. It's taken now, I guess, seven months to have it heard.

When you did -- you said you attempted to schedule the hearing for these motions towards the end of the year, you attempted to schedule it during the time that you were already advised that Mr. Meyers was not available and would be out of the state.

When I say it was utterly frivolous, the Diocese argued in their response to my petition that there was no rule and no statute and no case authority in South Carolina that allows ex -- that allows *amicus curiae* petitions in the trial court. That is a false statement.

The *Cook* case is a South Carolina Supreme Court that allows *amicus* petitions in the trial court. And -- and Your Honor has not addressed that with them, that they have

said something to the Court that is not true. Now, I will take the Court's admonition, but I stand by the words that are in that e-mail.

THE COURT: Thank you for your -- for your acknowledging the admonition, Mr. Flowers. I appreciate that very much.

Now, again, I'm going to just attach these as exhibits, the e-mail as well as the transcript. And there's a flurry of -- of e-mails that went back and forth from -- from my law clerk --

(To the bailiff) You need to pass that to Bonnie.

-- where I at least attempted to get this matter scheduled as quickly as I possibly could. And clearly, Mr. Flowers, I was trying to schedule this matter when I had time at the end of the year, and to -- and to include the first of the year, obviously, the first of January. And no one was able to comply with my request to have this matter heard until today, January the 29th, despite many attempts.

You know -- and there is obviously a great difference between trying to schedule a matter between two law firms, obviously, and multiple law firms, as -- as we've had to do here today.

All right. Now, we're going to take a break. And if you would be so kind as to do that, we will immediately get it printed. I know y'all got to get some lunch. Don't

leave me.

And I want y'all to take a look at it. And then what I think I'll do is -- I've got to -- we got to get a little bit of lunch here, and then I -- I've got a -- Mr. Alesky. I've got to -- to deal with him and get right back to you. And I've got the rest of the afternoon earmarked.

MR. MEYERS: I have been able to confirm that John Doe D is correct.

THE COURT: Wonderful. Thank you so much.

MR. FLOWERS: Your Honor, could I ask the Court a question? It doesn't have anything to do with what we were just talking about; it has to do with John Doe B.

I think I understand what the Court was talking about earlier when you said John Doe B has nothing to do with this Court, that's Charleston.

As we indicated to you at -- at the last -- at the status conference in October ---

THE COURT: Mr. Flowers, tell me why you are asking me this question in what capacity.

MR. FLOWERS: Because we want to go forward on the case ---

THE COURT: Who is "we"?

MR. FLOWERS: --- in Charleston.

THE COURT: Who is "we"?

MR. FLOWERS: We, me and Mr. Meyers, on behalf of John

Doe B --

THE COURT: Okay. You represent John Doe B in Charleston?

MR. FLOWERS: Yes, ma'am.

THE COURT: Okay.

MR. FLOWERS: Yes, ma'am. A stay has been entered in that case, pending your resolution of the motions before you today.

THE COURT: Okay.

MR. FLOWERS: But as I understand the -- the colloquy today --

THE COURT: Yes.

MR. FLOWERS: -- they are taking the position ---

THE COURT: Who's "they"?

MR. FLOWERS: --- that John Doe B ---

THE COURT: You're talking about the Diocese ---

MR. FLOWERS: --- the Diocese. I'm sorry.

The Diocese agrees that John Doe B is not impacted by this proceeding today, and that the case can go forward with respect to John Doe B. And therefore, what I am asking you, for clarification, is can we go forward with discovery in that case? Do you have any opposition to that?

And there's a motion hearing scheduled for next month. They've gotten the motions continued before based on this

stay, but if John Doe B is not part of this proceeding, then -- then we would like you to clarify that so that we can go forward with that case in Charleston.

THE COURT: How could he ---

MR. FLOWERS: That's all ---

THE COURT: --- how could John Doe B be a part of this matter?

MR. FLOWERS: I'm -- I'm agreeing with that, Your Honor. But they've taken the position that because they filed a motion to enforce a settlement, nothing can happen in Charleston, because they argued that with Judge Few. Judge Few said, "I'm staying it until the motions here are heard."

What I -- what I'm trying to get clarification on is regardless of what you do today with John Doe C through the rest, that you are not leaving a stay in place with respect to John Doe B proceeding in Charleston in any way.

THE COURT: Let me -- let me -- let me be clear: I am Judge Goodstein; I am not Judge Few. Judge Few issued Judge Few's order. I am not familiar with Judge Few's order. You cannot take anything that I say or do as in any way interpreting Judge Few's order, because I've not seen it; or commenting on Judge Few's order, which I have not seen, I have not reviewed.

And I certainly would take no action to affect his

order one way -- in any way. You cannot take anything that I say here today as affecting anything to do with Judge Few's order. I hope I am clear.

My -- my comment about John Doe B is simply that I have looked at the class settlement; I have looked at the objections; I have looked at my order; I have looked at the letter, which are the subject of these matters. I do not see John Doe B mentioned anywhere, and it has been -- the - the reality in this lawsuit that each letter John Doe or Jane Doe signifies consistently a particular human being.

John Doe B -- I don't know John Doe B. John Doe B has not been in this litigation so far as I am aware. I think I looked for confirmation; got that from Mr. Meyers and got that from the Diocese.

If you take my words in any way, shape, or form that I am doing anything with regards to Judge Few's order, you do that in error.

MR. FLOWERS: And I don't intend to do that, Your Honor, and that's why I was asking the question. Because what we anticipate is the Diocese is going to say next month, "Judge in Charleston, you can't hear this case, because Judge Goodstein has jurisdiction over this case; because Judge Few stayed that case until you can hear these motions."

Didn't have anything to do with John Doe B. And all

I'm trying to do is head off at the pass their attempt to further delay the case in Charleston with respect to John Doe B. That's all I'm asking. I'm just trying to make sure, on the record ---

THE COURT: You cannot do that with me. I am not going to give you an opinion about what happens to the litigation in Charleston. I'm not going to -- I'm -- I -- I'm not going to opine. I do not know anything about the litigation in Charleston.

All but -- what you all have, for whatever reason, I think, today there's some information. It may be -- certainly it's been mentioned that there's litigation in Charleston. I am aware that there's litigation in Charleston, but I have not delved into it. I have not read Judge Few's order.

And so I want to be very careful that I just handle this case. I got plenty of cases. I got plenty other parties and plenty other litigation to handle.

And I do not want you, Mr. Flowers, going to any judge anywhere and say, "Judge Goodstein said whatever -- whatever; and therefore, Judge Goodstein said that the stay in Charleston is no longer in effect." Because I'm not doing that. Okay?

MR. FLOWERS: Yes, ma'am.

THE COURT: Thank you, Mr. Flowers.

MR. GEOLY: Your Honor.

THE COURT: I hope that's clear.

MR. GEOLY: I hate to prolong; I know we're waiting for a break.

THE COURT: Better hold on, Mr. Flowers. Better -- whoa. Don't go far.

MR. GEOLY: No. But there was a characterization of what the Diocese said. I'm not going to go through this whole thing. I -- I don't think it's appropriate to argue in front of you about what we might or might not argue in some Charleston case that you're not handling.

I do want to say that the Diocese made comments to you today that we agree that jurisdictionally John Doe B is not before you, nor are his claims. And that is agreed. I think that's consistent with what you just said. I think that's consistent with what Mr. Flowers just said.

But we reserve all of our rights to argue anything we feel we need to argue in front of a Charleston judge in a case that is not before you. And I will leave it at that.

THE COURT: Mr. Geoly, I'm -- let me reiterate what I just told Mr. Flowers. Y'all can't take anything I say here today as having any kind of effect on anybody's stay, anybody's order. It is what it -- I'm -- I'm ---

MR. GEOLY: Understood.

THE COURT: --- I'm right here in Dorchester County.

I got this case. I just would like to conclude this case, if that's possible.

MR. GEOLY: Understood, Your Honor.

THE COURT: And in the appropriate way.

MR. GEOLY: And we're certainly not asking you to construe another Judge's order.

THE COURT: Thank you. Thank you so much.

All right. Y'all go get some lunch, and I -- I hate to do this to you. I know y'all have taken all day, but I'm going to be ready just as soon as I am finished with -- - with my two o'clock. My folks got to get something to eat, so it's probably going to be closer to three.

MR. RICHTER: We're excused.

THE COURT: Oh, absolutely. Absolutely.

(Marked as Courts Exhibit 1, e-mail)

(Marked Courts Exhibit 2, copy of transcript.)

<Off the record at 1:55 p.m.>

<Back on the record at 4:57 p.m.>

THE COURT: All right. Thank you all so much. You -- you all have been at it all day long, and it's now five minutes after five. And -- and y'all have just been valiant, and I'm so appreciative of all the work y'all have done today. And you've helped me so much, and I just want to tell you thanks so much.

Mr. Meyers, you started with a document after lunch,

and now it's a new document. Tell me the story.

MR. MEYERS: It's -- it's just been added to.

THE COURT: Great.

MR. MEYERS: Not much. What I had was not so terribly objectionable, so we were just able to massage it. We do need the Court to indicate one thing. Because the defendants -- we don't have an agreement on the sum they will pay.

THE COURT: Okay.

MR. MEYERS: And I went back to the Court's order, which says that there's no more restrictions on any settlement funds that should be paid, that as August 31, 2007. I still ---

THE COURT: Now, when the -- show me what you're talking about. Let me get it before me, now, because y'all are going to leave me with some homework.

MR. MEYERS: The order that the Diocese claims this -- my agreement became.

THE COURT: Oh, that one. Hold on now. Let me get that one, because I had it all day. Hold on one second. Let me get that. All right. Hold on.

(Sotto voce discussion between the Court and the law clerk.)

THE COURT: I got the order. No, I don't. No, I don't. I got the order. Okay. Now, go ahead.

MR. MEYERS: We -- we have agreed on both the language of a proposed release and on a method of payment.

THE COURT: Okay.

MR. MEYERS: What we do not have agreement on is an amount to be paid. Now, this order says that (as read): "There is no more restrictions or impediments to the disbursement of any funds."

Now, the --

THE COURT: And that's in the --

MR. MEYERS: This is the order that -- that says my letter of agreement with the Diocese is now an order of this Court. It's the August 31, 2007 order.

THE COURT: All right. Now, all right.

MR. MEYERS: You -- you incorporated the agreement --

THE COURT: Uh-huh. Yes.

MR. MEYERS: -- you said it's an order; no more restrictions. So I ---

THE COURT: I'm so sorry. I want to look at the exact -- I'm so sorry. Tell me where that language is.

MR. MEYERS: It's on -- it's the bottom paragraph on the first page. It's a three-page order.

THE COURT: Uh-huh. This is page 1.

MR. MEYERS: (As read) "Further, it is ordered" ---

THE COURT: There it is. (As read) "Further, it is ordered that as to any" ---

MR. MEYERS: --- "any" ---

THE COURT: Uh-huh.

MR. MEYERS: --- "any restriction or impediments in the disbursement of any such funds heretofore imposed" ---

THE COURT: "By this Court" ---

MR. MEYERS: --- "by the Court are lifted, removed, and extinguished."

All right. Now, so there is -- there is an argument that at that point, I should have been paid. But it seemed to me that even under the Diocese's calculation, they should have paid me once all of their -- as they interpreted the agreement, their pre-conditions were met. That's the April 28th date.

Pre-judgment interest that applies to this order is 12 -- post-judgment interest that applies to this order is 12.25 percent. I looked that up at lunchtime as well. And the calculation from April 28th, we contend should obligate the Diocese to pay an additional $127,827.91.

THE COURT: I'm sorry. Say again. 128 --

MR. MEYERS: 127 --

THE COURT: Seven.

MR. MEYERS: -- 827 --

THE COURT: Okay.

MR. MEYERS: -- point 91.

The per diem amount is $461.47, using 12.25 percent on

the principal amount due. If we ran it from the date of this order, it would be $239,041.46, but I'm prepared to recommend that my clients get this resolved if they'll pay the interest from at least April 28th.

THE COURT: All right. Now, tell me what you all discussed in terms of the -- you said the "mode" of payment, method of payment?

MR. MEYERS: Right. A -- a cashier's check will be delivered made out to Gregg Meyers' IOLTA account. It will be delivered to Marvin Infinger. Now, Marvin, of course, doesn't know about this, but he had previously expressed to me willingness to do this.

He will hold it until I have provided him with the releases. He will convey the releases to the Diocese. At that point, I will be entitled to the proceeds.

THE COURT: Tell me what you mean when you say, "He will hold it."

MR. MEYERS: Mr. Infinger will retain the cashier's check.

THE COURT: Just the -- I mean, in other words, he will take a check, say, and put it into his safety deposit box.

MR. MEYERS: Right. I would prefer that he be authorized to place it into his trust account, and preferably into an interest-bearing trust account.

THE COURT: Well, here's -- here's -- let me tell you what concern -- for me. Because -- because I -- I -- obviously, I've been thinking about these issues also.

Obviously, if someone just maintains possession of a cashier's check is -- as disconcerting as that is, and I -- I think that's -- that's very disconcerting.

MR. MEYERS: Well, I intend to -- to endorse the check and have Mr. Infinger deposit the check.

THE COURT: Well, here's what concerns me with that. In whatever account the moneys might be deposited -- and I agree with you completely it needs to be in an interest-bearing account. But it must be an account that is secured by US Government Treasury, preferably treasury bills, because you -- we cannot just -- I mean, I hate to say that, but I -- the times and -- and let me just say it. In times where the economy was in much, much better shape, even in those times, the moneys -- and there were large sums -- they had to be deposited with the backup of -- of government securities. In other words, I don't think FDIC is going to get it.

MR. MEYERS: Uh-huh.

THE COURT: See what -- do you see what I'm saying?

MR. MEYERS: Yes.

THE COURT: It's only $200,000. So my concern is that -- I think it is prudent to put it in -- in an account --

it is prudent to put it in an interest-bearing account. But I think I would be interested in having it in a -- an account that is secured by some sort of treasury collateral, or -- or some sort of collateral.

MR. FLOWERS: Your Honor, if I may?

THE COURT: Yeah.

MR. FLOWERS: If -- if I may.

THE COURT: Yeah.

MR. FLOWERS: I actually was educated a couple of weeks ago in another matter --

THE COURT: Great.

MR. FLOWERS: -- about this very issue.

THE COURT: Oh, good.

MR. FLOWERS: It's my understanding, I think it was a -- a change to the Patriot Act, where the FDIC now insures every amount in an interest-bearing business account. There is no cap anymore on an interest-bearing -- it's a temporary piece of legislation, that I think goes through the end of --

THE COURT: End of the year.

MR. FLOWERS: -- '09.

THE COURT: Yeah. End of '09.

MR. FLOWERS: But there is no cap on what the FDIC insures on an interest-bearing business account now.

THE COURT: Oh.

MR. FLOWERS: It's no longer $100,000.

THE COURT: Well, I knew it was 200,000; it knew it had gone up to 200,000, but I didn't realize it was unlimited.

MR. FLOWERS: There is no cap anymore, is my understanding. I can't make that representation that that's actually what the law is, but that's what I was told by my banker.

THE COURT: Makes it a lot easier, doesn't it? Boy, that makes it a lot easier.

MR. FLOWERS: I have an interest-bearing IOLTA account. I have. And I certainly would be willing for me to hold the funds, knowing that I can't disburse until all the releases are exchanged and Mr. Geoly has told me everything's fine. But I want this money earning interest for however long it takes the mechanics to be done.

THE COURT: I -- I'm with you completely.

MR. FLOWERS: Okay.

THE COURT: Now, let me say this. Let me -- first things first. Now, you all have agreed on the language of a release; is that right?

MR. MEYERS: Yes.

THE COURT: Could we please make the release the Court's exhibit? And we'll use mine.

(To the court reporter) You got it? Thank you.

All right. Here it is. Gosh, I hate to take yours and I've got this one. You got it?

COURT REPORTER: This will be Court's 3, Your Honor.

THE COURT: Court's 3? Great.

(Marked Court's Exhibit No. 3, release document.)

THE COURT: And everybody agrees -- everyone is happy, copacetic with this full and complete release?

You okay with it, Mr. Meyers?

MR. MEYERS: We are, Your Honor.

THE COURT: Mr. Geoly? Mr. Shahid? Y'all good?

MR. GEOLY: Yes, ma'am.

THE COURT: Okay. Great. All right. Well, that's done.

MR. GEOLY: Your Honor, Mr. Meyers addressed the question of what the amount owed should be. Is now the time to respond to that, or did you have other business you wanted to address first?

THE COURT: I'll hear from you briefly.

MR. GEOLY: Okay.

THE COURT: I mean, I kind of -- you know, I've heard a lot of issues. I sort of have an opinion about that, but go right ahead.

MR. GEOLY: Fair enough. The only comment I've got is that to try to -- what it ties back to is when did the Diocese owe the money, and did the Diocese fail to pay the

money at some point that it was owed.

To try to begin with August, 2007 is a contrivance, because the letter agreement attached to your order is really clear about -- at -- at a minimum, the claims process hadn't been completed before any kind of due date would obtain. So it's kind of a non-serious date to be thinking about.

The only real issue is once the last payment from Mr. Richter was received in April, 2008 ---

THE COURT: That was the April 28th.

MR. GEOLY: Right. Was there some point after that when the Diocese should have turned over this money, but didn't? Or as the Diocese has contended, did the money not become due because it never received releases tendered to it and because of the lawsuit that Mr. Client -- Mr. Meyers clients filed?

Whatever you think about those things, the Diocese attempted to cut off any such exposure by making a motion in July, '08, to tender the funds to the Court.

So that was the point I wanted to make. Our contention is that we've never been late or overdue, right up to this minute. But whatever one thinks, we certainly made an attempt to tender the funds in July of '08.

THE COURT: Thank you. Here's what I want to do. I -- because it is going to take me a little bit of time to

craft an order, and I know -- and I want -- you know, I -- I want to -- to take a step forward. I think you all have taken a great step forward in getting the language of the release, and I appreciate that very much.

Tomorrow, I'm going to ask that -- tomorrow; you all tell me if there's a problem with tomorrow, because Monday's fine, too -- to place the -- the original sum, 12 -- help me --

MR. SHAHID: One million ---

MR. MEYERS: Three seventy-five.

THE COURT: -- 135 -- million 375. I want that sum, because I know that sum is -- is -- is -- is appropriate, and maybe more. But I want to give some thought, and I want to look -- I want to look back through these documents. And I really want to -- I want to take a little bit of time to think about it.

But I do want that money so that everyone can be assured that it's -- it's poised and ready to be distributed.

I know, Mr. Meyers, that you're going to then proceed to -- because it's going to take you some time to -- to have your folks come back in and sign.

And in all candor, I say tomorrow or Monday, because I got to make that phone call myself, and just to find -- that's fantastic. And then in that event it will be

whatever financial institution -- probably whatever -- I would think the larger banks are probably the ones that the -- the Diocese is dealing with, and we'll figure that out.

And we may just -- I may get representative plaintiff -- excuse me -- Mr. Meyers -- representative -- you, Mr. Meyers, and somebody -- probably Mr. Shahid or Mr. Geoly -- and we'll talk about what bank. But -- and we may do it through the Clerk's office and let the Clerk do it. We'll talk about the mechanics of it.

But I do want to be sure that the money is protected, particularly -- and -- and you know, the economy is -- is -- is -- it's not as healthy as it has been, certainly in my lifetime. So I want to be assured that it's protected as much as I can do that. We're going to do that tomorrow or Monday, and that way, that's done.

I'm in Common Pleas here next week. And it will be my intention to get my work done over the week -- over the weekend/first of the week; and get you all an order next week, so you'll understand what -- what the final sum will be.

And if you get those 11 releases done before I finish my order, please don't -- y'all just get me on a phone call. Because I see no reason why that sum -- even if there's additional to come, I see no reason why that sum ought not be done, ought not be distributed. See what I'm

saying?

MR. MEYERS: Your Honor, I -- I have people well out of state ---

THE COURT: Okay.

MR. MEYERS: --- so it does take a few days to turn things around.

THE COURT: All right. Okay.

MR. MEYERS: But -- but I agree ---

THE COURT: I figured it was all at the office.

MR. MEYERS: I'll be trying to do it as quickly as I can.

THE COURT: Okay.

MR. MEYERS: What's important to me on the payment side is that it be done in a way that the Diocese no longer controls the funds.

THE COURT: Exactly. Exactly.

MR. MEYERS: I find the Court to control it or some neutral ---

THE COURT: I know. And I got that. I got that. I got that, Mr. Meyers. And that's the reason I'm saying ---

MR. MEYERS: Thank you.

THE COURT: --- tomorrow or Monday, that's going to happen. So that you can know that it's -- it's -- it's -- the control is under the Court, under the Clerk of Court. Ultimately, under the Court, because even if it's with the

Clerk of Court, they're not going to do anything without an order.

But -- but you are where you need to be, I think, in terms of your clients feeling like it's in a -- they're different this afternoon, perhaps, than they were yesterday afternoon. So --

MR. MEYERS: Right. And I really want to be able to recommend strongly to them that they in fact execute the release. And so it --

THE COURT: Absolutely. Absolutely.

MR. MEYERS: -- it'll be helpful to know what the order ---

THE COURT: I -- I understand. I would urge you to go ahead and do the releases. We can do the first part.

MR. MEYERS: I will. I'll hold ---

THE COURT: Just in -- I mean, if they get them all back in on Tuesday, my goodness. And it's going to take me until Friday or whatever. I'd just -- I would feel better about that.

But anyway, that's -- that'll be the game plan now. I -- what I will do is I'm going to endeavor tomorrow -- I can't do it now because it's 5:20 -- tomorrow morning to -- to -- to find that out, and I gather everybody is going to be around their office? Yes, yes, and more yes.

MR. SHAHID: I will be in Aiken most of the day

tomorrow, Judge.

THE COURT: Okay. Okay. All right. Why don't we do this? Let me tell you what I have. I have a -- I have a meeting about a courthouse -- we're sort of at a critical stage with the courthouse -- in the morning. I have a bond hearing at one o'clock, and after that I should be fine. So can we -- can we say at two o'clock tomorrow, can you be near a phone -- cell phone?

MR. SHAHID: Tomorrow should be a short day. It's going to be the James Brown estate case.

THE COURT: Oh, okay.

MR. SHAHID: But it may ---

THE COURT: Oh. If you're -- listen, if you're with a judge at two o'clock, they're not going to be interested in me, because they got you.

MR. SHAHID: They have me.

THE COURT: All right.

MR. SHAHID: But Judge, I may be free. I mean, it may -- we start at ten o'clock and we may be done by -- by noon or one. But I don't want to promise you I'm free when I'm not free.

THE COURT: Oh, I understand that.

MR. SHAHID: I can certainly call into ---

THE COURT: That'd be great. And just let somebody in my office know what -- what your status -- and call Mr.

Meyers and just let him know what your status is going to be at two. And then y'all just call me.

MR. MEYERS: What number should we call, Your Honor?

THE COURT: Well, my hearing's at one -- two -- I would call (843)832-0332. And I'll be in the office at two tomorrow for sure.

MR. MEYERS: At 2:00 p.m.?

THE COURT: Uh-huh. Yeah. For sure. For sure. And then we'll -- and then what I'll do is we'll be doing some -- please, don't -- you know, feel free to please call, yourselves, financial institutions in the morning. Please do. Please. I -- I welcome your help in that regard. Because I -- you know, I would like -- I'd like for this -- the money to be protected and go off without a hitch.

All right. Thank you all so much. Does that now conclude -- one other thing I wanted to ask. Once -- once this part of it, of course, is -- is completed, then I will be looking from the plaintiff and the defendant for a motion to dismiss. I just share that with you, because I don't know when I'll see you again. Okay?

In other words, once -- once we've distributed this money, I would think there would be a final accounting that'll -- a final, final, final accounting that will be filed with the Court. And then an order for -- consent order for dismissal.

MR. SHAHID: And you -- you mean either something from class counsel or myself?

THE COURT: Both of you, I would think, in a consent order.

Great. Thank you all so much.

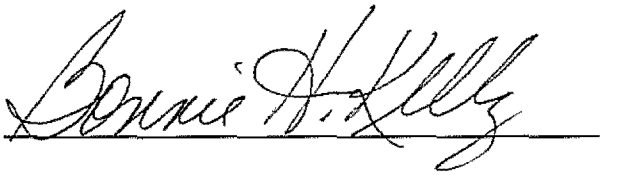
MR. GEOLY: Thank you, Your Honor.

--- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED BONNIE H. KELLY, OFFICIAL COURT REPORTER FOR THE FIRST JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA, ON THE 29TH OF JANUARY, 2009.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.



BONNIE H. KELLY

COLUMBIA, SOUTH CAROLINA

MARCH 14TH, 2009

STATE OF SOUTH CAROLINA)
) IN THE COURT OF
COUNTY OF CHARLESTON) COMMON PLEAS

JOHN DOE,) CASE NO. 2006-CP-18-01310
Plaintiff,)
Vs)
BISHOP OF CHARLESTON,) NOVEMBER 23, 2022
Defendants) ORANGEBURG, SOUTH CAROLINA

HONORABLE HEATH P. TAYLOR, JUDGE

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

BY: DAVID K. HALLER, ESQUIRE
Attorney for the Class
BY: BENJAMIN C. BRUNER, ESQUIRE
CHELSEA J. CLARK, ESQUIRE
Attorneys for Richter
BY: JOHN E. CUTTINO, ESQUIRE
Attorney for Haller
BY: GREGG R. MYERS, ESQUIRE
Attorney for the McDonald's
BY: RICHARD S. DUKES, JR, ESQUIRE
Attorney for Dioceses of Charleston
BY: ALLEN SIRES, pro se

KATHERINE A. SPIRES
REGISTERED PROFESSIONAL REPORTER

THE COURT: We are here for a status conference in the Doe verses Bishop of Charleston. As you all know, I have been appointed by the Supreme Court to try to put this matter to rest. Let me go I guess first get everybody's name. I know Mr. Cuttino. I know Mr. Bruner. I don't think I've worked with any of you others, so if y'all let me know who's here and who you represent.

MR. HALLER: Good morning, Your Honor, I'm David Haller and I apologize for being late.

THE COURT: Not a problem.

MR. HALLER: I represent the class, the Plaintiff in this action.

THE COURT: And, John, who do you represent?

MR. CUTTINO: I represent Mr. Haller.

THE COURT: Okay. And, Ben, you represent Mr. Richter and the firm?

MR. BRUNER: And the former firm of Richter and Haller, yes, Your Honor.

THE COURT: Okay. All right. Who we got next?

MR. DUKES: I'm Richard Dukes, I represent the Diocese of Charleston.

THE COURT: All right. Who we got next?

MS. CLARK: I'm Chelsea Clark, Your Honor, I'm cocounsel with Ben representing Mr. Richter and the

former law firm.

THE COURT: Okay.

MR. MYERS: Your Honor, my name is Gregg Myers, I'm representing the McDonald's. Two persons who participated in the class. So it's Julie McDonald and Richard McDonald.

THE COURT: All right. Yes, sir?

MR. SIRES: Allen Sires, I represent myself and victims of child sexual abuse who will not be here. Or most likely be -- some will be here later if permitted and some will not want to meet with anyone here. But I would be glad to convey their stories and get affidavits from them.

THE COURT: Well, we're not here for any -- I don't want to say substantive reason because it's all substantive, but we're not here to get into the merits of anything today. I'm trying to get my head around where we are procedurally and what we need to do moving forward. So we're not here to take any evidence or testimony or anything like that today.

MR. SIRES: I've called David Pascoe's office about his investigation and they had no documents at this time.

THE COURT: Okay.

MR. MYERS: And, Your Honor, if I may? Mr. Sires is

a class representative from the class action.

THE COURT: Okay.

MR. HALLER: I guess technically, Your Honor, that would make him my client.

THE COURT: Okay. All right. And I have -- I've looked through everything that everyone has sent me and I appreciate it. But I want to -- you know, I've worked with Mr. Cuttino before, I've worked with Mr. Bruner before, I haven't worked with any of the rest of you, but one thing I want to say from the outset, there seems to be a lot of animosity, acrimony, all that good stuff going on and that ain't me. I don't deal with it. I don't like drama. I'm here to do a legal job and personal grudges, all that good stuff can stay in the hall. You know, we're going to refer to Judge Goodstein as Judge Goodstein not the Shock Four Circuit Court Judge. You know, I don't know what's going on personally amongst everybody, but let's, you know, put all that behind us and act like lawyers and, you know, this isn't personal, everybody's got a job to do. So I want to let you guys know that's how I operate.

So with that being said, where are we? Who can -- I mean, I've read the orders as much as I can. You know, this case is so old, a lot of stuff is not online, so my assistant is going to go down and get me a copy of the

file next week.

MR. DUKES: I can tell you, Judge, there's nothing in it. The paper file is in a box in the clerk's office in Saint George because in 2017 I went and looked for it and there's very little in there.

THE COURT: Okay. Do we know where it went?

MR. DUKES: No.

THE COURT: I mean, I know, Mr. Myers, you've been in this thing from the outset, I mean, do you have a good file? I know, Mr. Haller, you've been here from the outset, I mean, do y'all have -- I'm looking for orders that we can't find, you know, the electronic file references some orders from the Supreme Court. There may or may not have been an order of dismissal from -- I guess, Judge Kinard. Do y'all have a good file because we can't find one.

MR. MYERS: I have a pretty comprehensive collection, Your Honor. Although, I was only on the perforated class action at the time, but the work I've done because of other people who've contacted me since then has caused me to assemble a lot of information. I also at one point went through the paper file. I didn't copy everything, but I copied a lot of stuff that I knew I would need down the road. So I may be able to at least provide the Court and copies for the parties a

fair amount of stuff. I certainly have every order I ran across. So I may be able to provide the orders as a starting point just orient the Court.

THE COURT: Yeah. And that's what I'm trying to do is -- because I want to go ahead and get y'all in as quick as possible. I've got a term -- a general sessions term the week of December 12th in Dorchester and what I'm leaning towards if we can go ahead and resolve whatever motions or anything that's outstanding toward the end of that week like December 16th just go ahead and get things moving.

But I want to make sure I have a good procedural understanding of where we are. Because I know, again, there may have been an order issued by Judge Kinard or may not --

MR. MYERS: Judge Kinard didn't even enter the picture until 2013, so he certainly didn't issue an order in 2009.

THE COURT: Yeah, I know that.

MS. CLARK: If I might just for convenience purposes. I think the best public copy of the orders that we -- some of them that we've located is the record on appeal from the consolidated eighth case appeal that was decided last year, that would be on speed track that would have more copies of things than what otherwise

would be assembled somewhere publically.

MR. BRUNER: And that's what I was going to suggest, Your Honor, that the C Track has numerous copies of the record, I think there are four volumes of more -- they're multiple copies because there was some corrections. I have a hyperlink that was in the letter I sent yesterday afternoon that is our copies of those, but the Court can get them directly from the Court of Appeals. Most of the filings should be contained in that record, I believe. But as you mentioned, Mr. Myers, Mr. Haller has been here from the beginning. Our firm has been involved for at least 13 years now, we have a collection too we should be able to get most of it to you.

THE COURT: Okay.

MR. MYERS: And, Your Honor, if I may. Many of the issues on appeal concern issues that aren't part of this. So in other words, there's -- when Your Honor unfortunately drew the short straw from the Supreme Court concerns just the class and the fact that it was never closed. And the issues that Mr. Sires has raised that my client's raised, we think need to be addressed and at least looked at.

But don't concern most of the appellate issues which had to do with out-of-state class members who are saying

why was the noticed changed, that, you know, there were issues in those cases that aren't in these cases. But this concerns the conduct of class counsel and the way certain class members got treated and not treated. It's simpler in that regard.

THE COURT: Okay. Mr. Haller, you got anything to add?

MR. HALLER: No, Your Honor.

THE COURT: All right. Well, that's what -- I mean, that's the main thing I need to do is get my -- and I think -- I know there were some of -- obviously, the class order that Judge Goodstein signed, all that stuff is in the materials you all submitted. But like I said, the electronic file references a few orders in there. Judge Dickson I think filed a couple of procedural orders, but there's a few things in there -- so y'all are telling me that Judge Kinard never signed an order?

MR. MYERS: No, he didn't, Your Honor. He took ill not long after he got appointed and died in 2015.

THE COURT: Because the public index is showing a disposition of dismissed by him.

MR. MYERS: Yeah, I've never seen that. Never even ran across --

THE COURT: And I know y'all had circulated an order of dismissal to Judge Goodstein, but that must have been

about the time she recused herself.

MR. HALLER: That's correct, Your Honor.

MR. DUKES: And, Judge, this is not in the record, but after a hearing in 2017 in another case, Judge Nicholson told me that he entered an order closing this case. And said, you think that's okay? And I said, well, sure, Judge, I think so. But apparently that never got entered. So I hate to say it, but who knows.

THE COURT: Well, I guess that's my job to find out. Okay. What we'll do then is my administrative assistant is going to go down there and see what she can find Monday or Tuesday of next week. And then what I'd like to do is go ahead and schedule whatever outstanding motions. I know some folks have asked me just to issue a Form 4. That would be very easy for me to do, but I think I need to at least let everybody who has filed a motion, make a record and go from there.

So what I'm looking at right now is absent there being a week long general sessions trial, I'm going to look to hear everything on December 16th unless anybody has a particular conflict, okay.

MR. HALLER: Your Honor, I am -- my daughter has been spending the semester in Purgatory in Florence, Italy, she turns 22 on Saturday and she asked me to come and spend two weeks with her traveling. I'm leaving on

the 15th.

THE COURT: Okay. You're leaving on the 15th. All right. Then how about we say the afternoon of the 14th, does that give everybody enough time? I know you're traveling --

MR. HALLER: I have a mediation on the 14th, if I need to move that I will move that.

THE COURT: Well, how about the 12th? How is that with everybody's schedule?

Mr. Haller? (Joking)

MR. HALLER: I have a hearing. The next three weeks are as busy for me.

THE COURT: I understand. I'm just messing with you. I remember what it's like.

MR. HALLER: I'm available on the 13th. I have a hearing scheduled in front of Judge Scarborough who's the Master and Equity in Charleston at 2 o'clock. I would expect that would take an hour. So, you know, I mean, if you wanted to do -- ask Judge Scarborough if he would move it back or --

THE COURT: Well, I was just trying since I was going to be down there and I know a number of you are from Charleston just for convenience purposes, but I can do it -- I mean, we can wait until after the first of the year. I was just trying to get something going.

And I'm going to be in Dorchester a pretty good bit after the first of the year too. I'm not wet into having it that week, I was just trying to get things moving along.

MR. HALLER: I appreciate that and I'm sorry that my schedule is what it is.

THE COURT: That's all right. Hey, I know what it's like to be busy. That's no problem.

MR. HALLER: Whatever you -- if you'd like to do it on the 12th or the 14th, I can move either of those.

THE COURT: Pull up my schedule for January. Because I'm going to be -- I mean, I don't think I leave the circuit next six months but twice. So, I mean, I'm around. Why don't we look at -- let's go ahead and schedule it now for January 27th and that should give us time to -- everybody get their heads around it or for me to, you all have your heads around it, for me to get mine around it. And then -- and that will be in Dorchester.

MR. HALLER: Thank you, Your Honor. I appreciate your consideration.

THE COURT: No problem.

MR. HALLER: As to the file, we were sort of brainstorming where it might be. There were parts of under Judge Goodstein's order, there were parts of the

file that were required to be under seal including the identity of the individual class members. If I had to guess, that material and everything else got put in some secret hiding chamber in the Dorchester County courthouse. Or when the courthouse moved because this was -- this was the old courthouse days when the courthouse moved something happened to the file then.

THE COURT: Well, I think they physically had to go into a vault once this order was issued to go find it. But, again, we just don't know what all is in there.

MR. HALLER: Something we can do to help?

THE COURT: I mean, if y'all have and I don't want to put everybody to a lot of extra work, but if you have a good file with all the pleadings at least, you know, I don't need all the correspondence obviously and all that, but if somebody has, you know, a comprehensive file of the pleadings and orders and can get that to me, then we can make sure everything matches up with what's in the clerk's file too just so I have a --

MR. DUKES: I know that I have -- my predecessors of the Dioceses counsel is a man named Peter Shea and I have Peter's file. Peter is an imminent pack rat, so everything's there, but he's also -- his sense of organization is different than mine, so finding it is -- maybe a little more difficult, but I know I've got

everything.

THE COURT: Okay. And, Mr. Myers, you think you have everything too?

MR. MYERS: Well, I have a lot and I'm glad to organize it. I have it all by date and I have it electronically. So I'm glad to circulate what I've got and provide it to the Court and to the parties and, you know, we'll see. I know to go and clean it up and make sure it's clean copies.

THE COURT: Okay. That would be good. I mean, what you all have provided so far has been helpful. I feel like I have a pretty good grasp, but I don't want to be missing something. Because, again, the public index shows a number of orders that y'all didn't provide. I mean, I didn't ask you to obviously, but -- that we just can't find. They're not -- this case is of the age that everything was not -- you know, we weren't e-filing then, so, you know, can't get my hands on a lot of it to give me an idea of, you know, where procedurally everything exactly stands.

MR. MYERS: If you give me about ten days, Your Honor, I think I can get something circulated.

MR. BRUNER: The index should at least show what was filed, Your Honor, and we may be able to amongst ourselves --

MR. DUKES: Reconstruct it.

MR. BRUNER: Look at the index and say by date, number, however way, at least say this is what we believe was filed at -- in these entries.

THE COURT: Yep.

MR. BRUNER: Some things like roster notice publications aren't really a separate document, but orders we should be able to birddog those.

THE COURT: Okay. There was a remitter order in 2011 from the Supreme Court that we couldn't find. That's one that jumped out at me. Now, also there is -- Mr. Myers, I have a copy of your motion, but there is another motion that was a motion -- it was filed May 11, 2016 post award fairness hearing.

MR. MYERS: That's Mr. Sires, Your Honor. That's his motion.

THE COURT: Okay. I thought so.

MR. SIRES: I'll have to copy it and e-mail it to you.

THE COURT: Okay. That would be great. Because it wasn't electronically saved either, so I don't have a copy of it.

MS. CLARK: I'm not sure if there's anything missing from Judge Nicholson's time period, but I will mention that he's practicing in the O'Shea Law Firm as a

mediator as I understand it. And another lawyer in that firm, Brooklyn O'Shea was his law clerk, I believe, so if there's something that Judge Nicholson would have had, they may know about it.

THE COURT: Okay.

MR. MYERS: And, Your Honor, he may have -- Judge Nicholson may have asked things to be moved to Charleston at one point. I don't know that, but it's a possibility.

THE COURT: Okay. All right. Yeah, I know Brook. We'll reach out then and see if he has anything on it.

MR. HALLER: Your Honor, for the motions that you want to hear on the 27th, do you want any additional briefing from the parties, specifically the plaintiffs?

THE COURT: Whatever you want to do. I don't require anything. But if you want to file a memo or anything like that, that's fine, but I don't require it. I always hated filing those things myself. But if you just want to come argue that's fine too.

All right. So we got -- so right now there are -- there's a motion to intervene and a motion for a post award fairness hearing; is there anything else outstanding?

MR. MYERS: As far as I know that's it, Your Honor, presently.

THE COURT: And, Mr. Myers, just so I'm clear, the motion to intervene is filed on behalf of the McDonald's, but they were already members of the class; correct?

MR. MYERS: Yes, sir.

THE COURT: Okay.

MR. SIRES: Your Honor, I had mail come to my residence regarding John Doe 66 and John Doe 66A. When I inquired about that, I was simply told that I was John Doe 66. However, I haven't been able to find out who John Doe 66A, is it a spouse of mine, a parent as laid out in their class action suit. So if anybody would care to clarify that at this time, I'd appreciate it.

THE COURT: Okay. And you want to know who --

MR. SIRES: Or quite possibly could be one of my children, I don't know. The Diocese has been pretty open to the format, the structure being what it is. It's just not that much money to quibble over what might be a dubious claim.

THE COURT: Okay. Mr. Haller?

MR. HALLER: Your Honor, in terms of identifying who the various Doe's are around her that Judge Goodstein's order is ironclad in maintaining the sanctity of those people's identities even to our own clients. So --

MR. SIRES: Thank you.

MR. HALLER: We're not at liberty to share that information unless Your Honor -- or, you know, unless Your Honor orders us to do so. But that was a key part of the agreement and the -- a key element for the manner in which this -- the settlement was structured was to maintain the confidentiality, the identities of the victims and their families.

THE COURT: Right.

MR. HALLER: So as to Mr. Sires, you know, Mr. Sires is brave enough to come forward himself, you know, uncloaking his Doe and congratulations for him having the strength to do that, but everybody else is entitled to their confidentiality.

THE COURT: Okay. Yeah, I would tend to agree with that. I don't --

MR. SIRES: Your Honor, it's been in the newspaper that spousal claims are a part of this show as well as parents. So when my name was thrown out there by the Diocese of Boston in the community that became clear to any relatives of mine that might want to jump in. So it's pretty clear that that opportunity was there. I'd just like to know if they got the money they needed.

THE COURT: Well, again, I think Mr. Haller is correct that there is pretty strict confidentiality requirements in the original order. And, I mean, if you

wanted to file a motion to unseal it or something, I'll be happy to hear you on it. But I don't think as of right now --

MR. SIRES: No, sir. I'd just like -- if Mr. Haller has contact with 66A and he tells me that they got the money and they're -- that they expected or the apology, whatever took place with that. If they're satisfied then that's fine.

THE COURT: Okay.

MR. MYERS: And also in 2014, Your Honor, we by consent allowed information to be shared among the litigants. There was a -- it didn't involve me, but there was some insurance claim I think at issue and so the adjustors needed to know who was who and we all did that by consent.

THE COURT: Okay.

MR. HALLER: It was Judge Dickson.

HE COURT: Right. I've seen that order. All right. Anything else? Okay. Well, let's plan on January 27th at 10 a.m. in Dorchester. And if anything else comes up, y'all are free to let me, you know, reach out to me and let me know. If there's -- I certainly would appreciate any copies of the pleadings and other outstanding orders that you can get me. So I can make sure I have a good handle. I mean, I think I pretty

well understand where we are. Now, I saw an accounting, I think it was on your memo?

MR. DUKES: Yes, Your Honor. I found that in Peter's files.

THE COURT: Right. Has any -- and I don't see where one was ever filed. Was one required to be filed?

MR. DUKES: No, sir.

THE COURT: And I didn't see it in the order that required a formal accounting.

MR. DUKES: I think Mr. Richter and Mr. Shade provided that to Judge Goodstein when all the claims have been paid, all the expenses have been paid, everything was zeroed out just to let her know it was over.

THE COURT: Okay.

MR. BRUNER: That's correct and that's in the hyperlink too. That was a letter and enclosures provided to Judge Goodstein following the claims process and the payments. It was initialed by Mr. Enfinger and by Mr. Todd who is was the CPA who handled the funds. And all that was provided to the judge. Whether that, you know, was ever formally stamped or whether it just went into the Court's file whether it did not --

MR. DUKES: I think it probably just went into the circular file.

MR. BRUNER: And it may have, Your Honor.

THE COURT: And it may have gone in her personal file that she keeps as well. I don't see anywhere -- I see there was an order at some point in February of '09, it just says order/order trust account. I don't know. Again, I haven't seen it.

MR. BRUNER: Right. And we may be -- part of this exercise may lead us into esoteric inquiries about what constitutes an order; right, and what is required by law. I've seen an order for continuance. There was a letter requesting continuance with handwriting to the judge, sent over and, you know, what happens to those. So we may hit some of those here in the near future.

THE COURT: Okay.

MR. BRUNER: But, yes, that accounting of the settlement funds was provided to the court.

THE COURT: Okay. And based on my review of it, it appears -- I mean, the account was zeroed out. There are no funds left?

MR. DUKES: No, there's nothing left.

THE COURT: And there are no outstanding claims or northing like that?

MR. DUKES: No.

THE COURT: Okay. I mean, you agree with that, Mr. Myers?

MR. MYERS: I don't know for sure, Your Honor. That sounds right to me. But I wanted to point out that I'm pretty sure it's the August 30th or 31st order from Judge Goodstein refers to getting an accounting in the future. So I think their reference was there. It makes sense for an accounting to be submitted to the court.

THE COURT: Okay. I'll check the order again. Probably was not looking for it, but now that I thought of it, the reason I asked. All right. Anything else? Okay. Well, I appreciate y'all coming down or coming up. Some came up. Some came down. Again, I wanted to meet everybody and, you know, see where we were and make sure I have a decent grasp of where we are. Obviously, y'all have been living with this case a lot longer than I have, so I wanted to, you know, just touch base with you personally.

So, again, if you have anything, anything pops up, you think of anything I need to see prior to January 27th, just let me know. Otherwise, y'all have a good Thanksgiving.

- - -END OF REQUESTED TRANSCRIPT OF RECORD- - -

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, KATHERINE A. SPIRES, Registered Professional Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and the evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina, on the 23rd of November, 2022.

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

February 28, 2023

s/Katherine A. Spires

Katherine A. Spires

Registered Professional Reporter

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	FIRST JUDICIAL CIRCUIT
JOHN DOE #53, JOHN DOE 66, JOHN DOE 66A, JOHN DOE 67, JANE DOE 1 and JANE AND RACHEL ROE, indiv. and as representatives of a class of people similarly situated	)	NOS. 2006-CP-18-1310; -1311; and -1636
VS.	)	TRANSCRIPT OF RECORD
THE BISHOP OF CHARLESTON, a Corporation Sole, and THE BISHOP OF THE DIOCESE OF CHARLESTON, in his official capacity	)	Motions

B E F O R E:

The Honorable Heath P. Taylor, Judge

Orangeburg, South Carolina

DATE: Friday, January 27, 2023

9:59 a.m.

Reported by: Cathy J. Provost, RMR, Official Court Reporter

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

David K. Haller, Esquire
Haller Law Firm
604 Savannah Highway
Charleston, South Carolina 29407
dhaller@hallerlawfirm.com

Attorney for the Plaintiffs

Benjamin C. Bruner, Esquire
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, South Carolina 29260
bbruner@brunerpowell.com

John E. Cuttino, Esquire
Gallivan, White & Boyd, PA
Post Office Box 7368
Columbia, South Carolina 29202
jcuttino@gwblawfirm.com

Attorneys for David K. Haller, Esquire

Richard S. Dukes, Esquire
Turner Padget Graham & Laney, PA
Post Office Box 22129
Charleston, South Carolina 29413
rdukes@turnerpadget.com

Attorney for Defendants

Greg E. Meyers, Esquire
217 Lucas Street, Unit F1
Mount Pleasant, South Carolina 29464
attygm@gmail.com

Attorney for Julie and Richard McDonald

Also Present:

Allen Sires, Pro Se

INDEXES

PAGE:

Certificate of Reporter 54

INDEX TO WITNESSES

(No witnesses called.)

INDEX TO EXHIBITS

(No exhibits marked.)

- - - - - - - - - - -

COURT REPORTER LEGEND:

dash -- intentional/purposeful interruption; change in thought
ellipses ... trailing off
[ph] phonetically written
[sic] written as said
[indiscernible] unable to be understood due to low volume or quality of audio

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

THE COURT: We've got a couple motions to hear. I think we have, I guess, three: A motion for a post-award fairness hearing by Mr. Sires; and I believe Mr. Meyers has a motion to intervene, and joins in the motion for a post-award fairness hearing.

Is there anything else before us today?

ATTORNEY HALLER: Good morning, Your Honor. I'm David Haller for the plaintiffs.

THE COURT: Yes, sir.

ATTORNEY HALLER: No, sir. Nothing.

THE COURT: All right. Well, who wants to go first?

ATTORNEY MEYERS: Your Honor, I'll be very brief. Greg Meyers for the McDonalds.

THE COURT: All right.

ATTORNEY MEYERS: Let me know -- I was told that this would be held on the third floor. I passed that on to Mr. Sires --

THE COURT: Okay.

ATTORNEY MEYERS: -- but I have advised him just a moment ago by text that it's the second floor.

THE COURT: I think he's here now.

ATTORNEY MEYERS: Oh, good. I was afraid he --

THE COURT: We were originally up there because Judge Goodstein was down here with a jury, but they left, and there's a little more room in here and I was able to get the glass taken down. The glass is still up up there and it drives me crazy.

ATTORNEY MEYERS: I got my colleagues' responses yesterday and last night and read through them, and what they don't say, I think, is the most significant thing. They don't say Mr. Meyers is reading the orders wrong; we were authorized to charge the McDonalds fees and costs. They're not, under the settlement agreement and under the order that approved the settlement agreement.

So when they discovered that they had been charged without a proper order authorizing it and without the disclosures of class counsel's conflicts with the Diocese, so his conflicts financially with the class, and without being told that he had already been awarded a two-and-a-half-million-dollar fee, they went to talk to a lawyer, and that lawyer sent them to me.

THE COURT: Okay.

ATTORNEY MEYERS: They are in the case already as class members. We seek to elevate them as individual members of the case, not to be class representatives, as class counsel argues.

THE COURT: Well, that's what I was, I guess, trying to run through my mind. If they are already class members, how are they -- how can they intervene in something they're already a member of?

ATTORNEY MEYERS: Well, I think it's a fair question and, really, my motion is in an abundance of caution --

THE COURT: Okay.

ATTORNEY MEYERS: -- because Judge Goodstein had interesting

ideas about who was entitled to intervene and who wasn't, and I wanted to make sure no stone was left unturn. So I think they're in the case already.

THE COURT: And that was my opinion, too. If they were class members, they're class members, so if they're objecting or if they had issues with how something was done, unless I'm missing something, they're already in. So, really, the intervention issue is sort of moot.

ATTORNEY MEYERS: And I think it is moot. And yet they -- as class members, they're represented by class counsel --

THE COURT: Right.

ATTORNEY MEYERS: -- but they're adverse to class counsel, as we think are every other member of the class who is improperly charged.

THE COURT: Okay.

ATTORNEY MEYERS: So because this case was never closed, it seemed to me the appropriate thing was to say, Well, this is an issue that affects the whole class; Mr. Sires has made this motion, let me join in that motion, because he's also -- he's a class representative, and he says, I was abandoned by my lawyer and they're not serving my interest.

So I think what Your Honor has in front of you is a fairly straightforward question, not about redistributing the whole settlement or changing it or anything. It's to say a fee and costs were charged when settlement agreement says it has no

authority to do that and says the costs are coming out of the corpus of the settlement fund. So that's --

THE COURT: Explain to me then, just so I know I have my head wrapped around it, what fees and costs are you alleging were charged.

ATTORNEY MEYERS: The McDonalds were charged a 20 percent fee on top of the court-awarded fee, and the court-awarded fee simply doesn't make room for that. And, you know, I have mentioned the billing records, which are kind of obscene, in my view. However, it's not to say you should get into challenging the two-and-a-half-million-dollar fee. It's to say they've been vastly overpaid already for the work they did. But the order says this is for the work you've done and the work you're going to do and the work you're doing to effectuate the settlement.

THE COURT: All right. So you're saying -- so Mr. Haller and Mr. Richter represented the McDonalds --

ATTORNEY MEYERS: Yes.

THE COURT: -- and charged them an additional 20 percent fee in addition to their class counsel fee?

ATTORNEY MEYERS: Right. And we provided the documentation that reflects that billing against the McDonalds.

THE COURT: Well, say, for instance, I had sent a client to the class, and I helped them distribute -- or, I received the money in my trust account because they were class members, and the accountant -- I can't remember his name -- sent me the check,

and not as a judge, obviously, as a lawyer. Would I not have charged him a 20 percent fee?

ATTORNEY MEYERS: You would not have been awarded a fee by the Court for all of the work as part of the settlement, so, yes, you could --

THE COURT: Okay.

ATTORNEY MEYERS: -- because you were not already awarded a fee under certain conditions, with certain parameters. So my understanding is they also took a piece of that. They took a 10 percent piece whenever there was a different lawyer who represented a claimant.

So, I mean, Mr. Sires would have been better off filing a claim in the case than being a class representative, represented by class counsel. He would have gotten, most likely would have gotten, a bigger recovery from the arbitration. But that's not my fight.

My fight is about fees and costs that the order does not provide for. And that's why the McDonalds have a disagreement with class counsel, and the failure to make proper disclosures. That's the heart of what I have to talk about.

THE COURT: Did they file -- or, did they sign a separate fee agreement?

ATTORNEY MEYERS: Not that I'm aware of. And, Your Honor, in reading the responses from my colleagues, what came to mind was a case I did not cite but I want to cite to you now. It's

called *True v. Montieth* where a lawyer failed to disclose a conflict he had with a commercial tenant. He also represented the landlord and didn't tell her, and 17 years later she found out and brought a case against the lawyer, and the Supreme Court said, That's okay, you can proceed.

So that breach of fiduciary duty is taken seriously by the Supreme Court, and it's taken seriously by the McDonalds. So that's the reason I have filed what I filed.

THE COURT: Did they file anything with the fee dispute board?

ATTORNEY MEYERS: I don't think so.

THE COURT: Okay.

ATTORNEY MEYERS: Now, I laid out the history of this case. Class counsel is still insisting these cases didn't start until 2006. I've given you all the documentation and the history that they started in '05, and how that got to be up here. But what governs this proceeding are the orders that were issued, and I'm saying there's no authorization in those orders, and nobody claims there is.

And I know Mr. Dukes, because he and I talk from time to time and we have a cordial adversarial relationship, but in my mind -- and I know he's going to address this -- Rule 23 gives you the authority to enter, at any time, an order to protect the class. And the court is a fiduciary of the class, so it's an unusual situation where it's not just the parties that have

obligations to the class, the court also does.

And we think the court is well within its authority to say, I want a full accounting. There's never been a full accounting given. The '08 accounting that was sent in was changed in '09. There's a different accounting that's never been submitted to the Court. It's not changed substantially, but there's one new payment to class counsel, and there's a redistribution of how claimants got paid reflected in that accounting.

But no accounting has disclosed the contingent fee payment made by the Diocese to class counsel that accounted for almost 90 percent, or almost 100 percent, of the time they used to justify the court-awarded fee.

So I think where you need to start is with a full accounting, give me a brief period of discovery, and we can lay these issues in front of the Court. And if clients were overcharged, under *Premium Investment*, the *Premium Investment* case that we cited, these founds are held in trust and they need to be disgorged back to the class members that were improperly charged.

That's what I have to say, Your Honor. So unless there's any questions, I'll turn it over to my friends and colleagues.

THE COURT: Well, I mean, I do have a question. You and Mr. Sires are requesting essentially what you call a post-award fairness hearing, and by no means do I claim to be a class action expert, but I have looked, and I can't find any authority for

anything of that nature. I can't. I mean, I even Googled it, and it doesn't even come up in Google as, I think, not much less a legal doctrine or, you know, procedure, or avenue for you all to proceed.

ATTORNEY MEYERS: Well, I'll start by saying this is odd, because they elevated the fee to the front instead of waiting to see the actual performance of class counsel. His fee's based on a hypothetical performance. So right out of the box this class action settlement was weirdly sequenced.

Now, I claim that's because the fee was the priority of this class action; and the second priority was protecting the Diocese that class counsel belonged to; and the third priority was, well, to do all those things, we have to provide some money to the beneficiaries.

And, listen, it took me a while to figure out the history of this case. I wasn't snapped in on what had gone on for two years when I was here in '07 representing objectors because we didn't make objections about judge shopping and those things. We didn't know about it. That had been concealed. And their basic position is, Look, we've gotten way with this since 2007. Don't fuss at us now. We've been successful all this time. They just weren't authorized to do what they did.

Now, specifically in response to your question, yeah, there aren't -- and certainly in South Carolina there's no case that lays out kind of a procedural sequence.

THE COURT: I mean, I haven't found one in the country.

ATTORNEY MEYERS: No. No. We cited cases in the footnotes in my memorandum.

THE COURT: Well, yeah, but, I mean, I hadn't really addressed this by rule or anything.

ATTORNEY MEYERS: What I'm saying is that occasionally courts need to get deeper into the nuts and bolts of a fairness proceeding. But this is a simple fairness proceeding, because what I'm talking about is not the entirety of the settlement; I'm talking about a very specific charge made to class members that wasn't authorized.

So the ball has been hidden from the Court on this respect because of the way the accounting, so to speak, has been done. They didn't disclose these other payments. They should. We should know with certainty what the fee was. By my calculation, it's over half of the corpus of the fund, so the two-and-a-half million amply pays class counsel. This extra stuff, they just -- they figure nobody's looking; why not try it.

THE COURT: Well, what about the position like I mentioned, that if I was a lawyer and I referred someone in, I mean, aren't those things sort of outside of the class? The class is here. They got paid for establishing a class and making sure there was a fund for folks that had been abused --

ATTORNEY MEYERS: Yes.

THE COURT: -- to be compensated.

ATTORNEY MEYERS: Right, which was a good thing.

THE COURT: Yes. But aren't those other things sort of -- just like me as a lawyer, if I sent somebody to the class, they sent the money to me, I took my 20 percent fee, aren't those the same type thing; they're separate transactions outside of the class?

ATTORNEY MEYERS: Well, except for, as I said before, the outside lawyers weren't the recipients of a court-awarded fee from the corpus of the settlement. So class counsel asked for and volunteered for the job of fiduciary to the class. You can't charge a fiduciary what you are not authorized to charge them. And if there's an order that's come out and you want to charge more than the order allows, you ask the judge to amend the award.

So they never did that. They were content just to pocket the money and not disclose it to the court, not disclose the contingent payment the Diocese made. Nobody disclosed that to Judge Goodstein.

So there's a lot of funny business that went on that's centered around putting as much money as possible into class counsel. You know, making their fee the priority of the case was -- in the face of the settlement agreement, everybody seemed okay with that, but at that time I figured the Diocese was actually an adversary, and they weren't, because starting after they got this class settlement, if not before, they've been all in together about moving the case around and getting stuff

approved. But I'm the first adversary that showed up in this case, if I do say so myself.

But anyway, that's the rationale for it. And I think Rule 23 is what you have to rely on, Your Honor, because, yes, it's unusual because we got lawyers who were insistent on first getting to the fee, and then getting around to putting money in claimants' pockets, but also making sure they got some of that money into their own pocket.

THE COURT: So is your position, though, that even though they handled these, I mean, they were clients that they ultimately brought to the class, and they weren't entitled to charge a fee -- say, for instance, like McGowan, Hood & Felder got a check, McGowan, Hood & Felder was authorized to charge their client a fee, right?

ATTORNEY MEYERS: Sure, because they did not get a court-awarded fee that set out what the fee was for.

THE COURT: Okay.

ATTORNEY MEYERS: And McGowan and Felder even had -- as I understand it, they had to share that fee with class counsel.

THE COURT: Okay.

ATTORNEY MEYERS: So they can complain about it, I suppose. The McDonalds are complaining about the fee they paid they shouldn't have been paid, the costs they paid they shouldn't have paid, and it affected every class member, as near as I can tell, except maybe the pro se class members.

So it's a weird proceeding. Class actions are always strange. There's not a lot of law in South Carolina about it. The federal rules are slightly different on class action management. But, I don't think this was done right. I don't think it was done aboveboard. I think people paid money they shouldn't have paid. They should have the benefit of that. And that's the reason I'm here.

THE COURT: And you have also filed other actions to litigate that issue in other courts, correct?

ATTORNEY MEYERS: Yes. Right. And once I saw this case still had not been closed, I thought it was my obligation to also bring it to the class and the attention of Your Honor.

THE COURT: Okay. Anything else?

ATTORNEY MEYERS: Last thing.

THE COURT: Yes, sir.

ATTORNEY MEYERS: My colleagues say, Well, this case was closed in 2009. The Diocese argues that the Supreme Court's order was self-actuating -- self-executed. The order was for parties to close the case. They didn't do it. They didn't ask for more time.

Class counsel filed a motion in this case in 2012. Odd to do if it's a closed case. Judge Dickson issued an order in 2013. Odd to do. Supreme Court keeps appointing people like Your Honor to pick this up, and I don't know why they would do that if they thought they had closed the case. So I think that's very much a

red herring. But that's the heart of what I have to say, Your Honor.

And *Ortiz v. Fibreboard Corporation,* which is a Supreme Court case, 527 U.S. 815, talks about how, you know -- a final fairness hearing. Usually this is not hard because you wait to award the attorney fee after you've distributed to the class, but because they elevated that for the front end no one has ever looked to see how did class counsel actually implement the settlement. And that's the problem. They didn't follow the orders that Judge Goodstein set out.

THE COURT: All right. Anything else?

ATTORNEY MEYERS: No.

THE COURT: All right. Who wants to go next? Why don't I hear from Mr. Sires.

ATTORNEY DUKES: For the record, Your Honor, I'm going to object to your hearing from Mr. Sires.

THE COURT: Okay.

ATTORNEY DUKES: He has no standing before this Court, and he settled his claims, released his claims. His claims are over, and he has no standing to complain about anything anymore.

THE COURT: All right.

ATTORNEY DUKES: So I just put that objection on the record.

THE COURT: Okay. Your objection is noted, Mr. Dukes.

MR. SIRES: As I've said in my affidavit -- did Your Honor get a copy?

THE COURT: Yes, sir, I did.

MR. SIRES: What made -- was clear to the folks that I talked to, friends and such, as the facts, is at no time did anybody tell me that I was a class representative from 2003 to -- well, they never said that, no one.

I happen to be one of the people that were in the criminal case versus -- the *State v. James Nyhan*. My entire family and the families of the people that were involved in the criminal case against James Nyhan were subject to threats, harassment, constant barrages of telephone calls, prank phone calls, threats of all kinds, physical assaults upon myself. That's just the tip of the iceberg.

I would think that seasoned attorneys would know that that is what happens when you're talking about a church and its local parishioners. This is not Exxon oil spill. But that's the main point. They named me as a class representative and did not even tell me what my responsibilities were. Even if they had, I seriously doubt I could have fulfilled them at that time. There's no way. It's kind of hard to think when you're being threatened with your life.

That being said, I meant to get this document in to the Court, from May 19th, 2006. This letter is from Comings Gibb [sic], whether he was a class lawyer or representing family members of mine who were available for whatever damages they see fit, but he ended up being a family court lawyer, and he emailed

Peter Shahid, Jack Sinclaire, Glenn Churchill, Larry Richter, David Haller. Mr. Haller's here today. That's May 19th. Mr. Gibbs made his problems with me apparent to the class lawyers on January 9th, 2006. By the nature of these letters, it's clear to me that Mr. Gibbs, Mr. Haller, and Mr. Richter were in communications, without my knowledge, before January 9th of 2006. They knew my family was falling apart, and they proceeded with this bullshit anyway.

THE COURT: I'd ask you to use appropriate language before the Court, okay, that you don't curse in here. And I get it, I know you're frustrated and this is very personal for you, but I don't let the lawyers do that, and I can't let pro se folks do that, as well, so just caution yourself, please.

MR. SIRES: There was zero forethought put into the formation of this class action. To my knowledge, it's unprecedented. I'm not a lawyer, but it absolutely makes no sense to create a product that includes ex-wives, dysfunctional families from every socio and economic class in the nation and pull them into one work product and force signatures amongst warring families. That -- it was immoral from the very beginning.

And as far as the fees, and the other folks I've come across over the years, as they all know, I haven't stopped throwing red flags since 2003. They all know that this was just a toxic mess.

Mr. Dukes is certainly a good-enough attorney, been around

long enough to know it's a bad idea. So is Mr. Haller and Mr. Richter. Mr. Richter participates in church functions at a level I did not know.

Now, most of us that grow up in Catholic schools from 1st grade to 12th grade, we don't ever say a word about this stuff. It's stupid. It's guaranteed economic destruction to rat out a priest. That's a given. It's guaranteed. There's nothing special about me except I'm still breathing.

But this letter and the other documents that I have, there's no way anybody -- if this is the forum that the Court chooses to acknowledge this abuse and compensate victims, then I submit to that.

And, as the class representative, I'm supposed to know what's good for the class. It's taken me 20 years to get to that point where I can say, Yeah, Your Honor, I can approve or disapprove and tell these men and women and their children and parents that are out of their damn minds -- excuse me -- they are out of their minds with either shame, or fear, or of being told the fact that it's their fault. And, hell, some of the parents did sell their children to these priests upfront in the '70s. This is a mess. I mean, I hate to say it, but it's true. Parents --

THE COURT: Mr. Sires, exactly what are you asking the Court to do?

MR. SIRES: Do everything in its power to make sure that

every single person that was roped into this class action gets heard.

THE COURT: Well, we're a little bit further down the road from that. I mean, it's been approved. I can't go back and undo Judge Goodstein's order approving the settlement and the distribution of the claims.

MR. SIRES: Then at the very least I don't see a problem with the memorandum that I sent in. All it takes is a simple signature from the Bishop of Charleston. Nonmonetary consideration.

THE COURT: I have that right here.

MR. SIRES: Your Honor, Mr. Dukes, I haven't heard him say he thinks that's a bad idea.

THE COURT: Well, and what I'm asking you -- and I understand you're not a lawyer, okay, but there has to be a legal venue, or legal vehicle, rather, to do that, and nobody has given me one yet. There has to be a way. If I were to agree with you -- and I'm not saying I'm not agreeing with you, I'm not saying I am, but if I were -- I still need a legal mechanism to do that, and I haven't been provided one.

MR. SIRES: I can't -- I can't give the Court or these class lawyers the names of the people I've run across that had money taken out of the settlement agreement. As I understood the language in the -- and when I got a chance to read it, as I understood the language in the class settlement, the idea of

having set attorneys fees was so that they did not have to take money out of people's/victims' -- the most exploited people on the planet. It would be pretty ugly to take 33 percent out of a victim's money. It's ugly. That's my understanding of the language, is why there was a set fee upfront, so they didn't have to do that. And --

THE COURT: I understand that. I'm just asking if you have any -- because as a judge, you may have heard this has been in the news quite a bit -- I don't get to legislate from up here. I don't get to make laws. I have to craft a remedy with what I have. And right now I haven't seen, again, a vehicle for me, if I did agree with you. Say I did. I haven't seen a way for me to get to where you want me to be without me making up some remedy, and I can't do that. I mean, some other judges might, but I'm not gonna.

MR. SIRES: I understand that. The only judges can, that I know of, is the appearance of impropriety, and that, you have discretion over. I feel like via affidavit, the documents I tried to submit last night and the ones I brought today, there is an appearance of impropriety to move forward with a class representative, Allen Sires, with people threatening your class representative. And I haven't seen anybody say, Hey, y'all, stop that, or, Geez, maybe we should wait a minute until the family court cases are over. That is not proper.

Mr. Haller is fully aware that these family court cases were

brewing as a result of, quote, all that money.

My God, Your Honor, there was a $12 million headline in the dang newspaper. I don't know about where you all come from, but if your relatives get the stupid idea for some reason you're worth $12 million, he's lucky to be alive. And that happens all the time.

THE COURT: Yes, sir, it does. People definitely take advantage of others when they know they're coming into some money. I hear you.

MR. SIRES: They don't dispute the threats? I've got police reports of these assaults out there in Ravenel.

THE COURT: They're not still occurring today, are they?

MR. SIRES: That can occur at any time.

THE COURT: Well, certainly, but you're not being threatened or anything as a result of the class action as we sit here today, are you?

MR. SIRES: Oh, I certainly have been alienated into a hole that where any accusation against me is just fine by this counsel and this counsel.

THE COURT: Okay.

MR. SIRES: Any. Any. And I know that. The blame has constantly stayed on me, both in their desire to have this class action and their desire to keep me in it. I've been the adversary for both sides since -- well, since whoever issued this mandate, and you cannot tell me that these lawyers came up with

this idea. If Your Honor would look at that payment matrix, there is nothing about medical bills, there is nothing about therapy, there is --

THE COURT: Well, see, again, I can't go back and --

MR. SIRES: Again --

THE COURT: I don't have the authority to go back and say Judge Goodstein was wrong and her order should be stricken, and we need to look at this thing all over again.

MR. SIRES: Ironically, from what I read from Mr. Meyers, Judge Goodstein quit after I was struck down on my motorcycle in Tucson. I was in ICU. She quit the next day.

THE COURT: Quit what?

MR. SIRES: She took leave of court and gave no reasons for -- she just wasn't going to hear any more of these things and gave the court no reason for leaving. I'm left to believe that she actually had some sense and said, I'm not having anymore to do with this. My god, you're letting your clients get mowed down by cars.

How can you all go along leaving me in a threatened position for 20 years, since 2003, coming up on 20 years. They know I was in a vulnerable spot. Any prosecutor knows I'm in a vulnerable spot. Any defense attorney knows I'm in a vulnerable spot trying to testify against a popular priest. And these knuckleheads -- excuse me -- these gentlemen want to make me a class representative, and I'm supposed to decide what's good for the

class and what's not. Well, I'm sorry I'm late, but I'd like to hear more about it.

And if all the Court can do is get these women their money back, that's fine by me. They're coming up $6,000 short. And I'll be glad to hand that over to somebody, but I'm not handing it over to these rascals, sir. I'm not giving up any victims' names to these people. Thank you.

THE COURT: All right. Thank you, sir, and thank you for being here. All right. Who would like to go next?

ATTORNEY HALLER: Good morning, Your Honor. I'm David Haller for the plaintiffs. Mr. Richter sends his regards and apologizes for not being able to be here this morning.

As Your Honor mentioned a few moments ago, the allegations that are floating around this morning have been floating around now for, oh, going on 13 years. Mr. Meyers has filed numerous claims against Mr. Richter and I, all of which, the vast majority of which, at this time have all been dismissed.

We have had the honor of being represented by Mr. Bruner and Mr. Cuttino. And if Your Honor pleases, I'm happy to answer any questions about the factual matters, but if they may take the legal argument, I would appreciate that.

THE COURT: Certainly.

ATTORNEY HALLER: Thank you, Your Honor.

ATTORNEY BRUNER: I'm going to step to the podium, Your Honor.

THE COURT: Yes, sir, Mr. Bruner.

ATTORNEY BRUNER: Good morning. It is still morning, isn't it?

THE COURT: Yes, it is.

ATTORNEY BRUNER: I always try to answer one overarching question in hearings like this. And this is an important hearing because from the position you're sitting in, one thing you have to figure out first is, Why are we here? And I think it would help to understand how we got here.

THE COURT: Okay.

ATTORNEY BRUNER: Class counsel's brief is at length. We submitted the brief yesterday. I hope Your Honor's had a chance to review it.

THE COURT: I've had a chance to review everything.

ATTORNEY BRUNER: It is dense, it is detailed, but I believe the endeavor that was undertaken was to explain, based on the record without, as I like to say, without the use of gratuitous adverbs, based on the record, what has happened in this case. And I think when the Court looks at the record, you'll be able to see and discern what actually has happened in this case and, more importantly, why we are here.

We are not here because of ethical violations. We are not here because of patently fraudulent billing records. And we are not here to litigate legal malpractice claims. We are here because there are, ostensibly, objections to the terms of the

class settlement that are being levied today, 15 years later.

There are practical, very tangible and practical, reasons why the Court has no remedy to give the movants today. Witness memories fade, records, offices move, people move. Evidence is unattainable 15 years later that may have been attainable in February and March of 2008.

I do want to make a distinction because I think I've spent an inordinate amount of time trying to go back through Rules 1 through 3, the basic fundamentals of the Rules of Civil Procedure, and the underpinnings of what is a civil action and when is something concluded.

The civil actions that were consolidated -- and this is what the record shows. The three civil actions in Dorchester County that were consolidated were concluded, with finality, by the July 2007 order approving settlement that Judge Goodstein entered.

Thereafter there was a motion to alter or amend pursuant Rule 59(e). Rule 59(e) applies to judgments, final orders, further underscoring the fact that the civil action was concluded. It was then amended only by an August 31st, 2007, order. The civil action was, therefore, concluded, period.

That is what we mean when we say the case was over. The class action litigation was over. The class claims -- before I get to that point -- I'm going to try to take this chronologically.

THE COURT: Yes, sir.

ATTORNEY BRUNER: That's how I understand things. It's easier to understand. When the class action was approved, it contemplated a subsequent period of litigation in arbitration.

As you can see, everything you've heard today only shows how valuable and beneficial this class settlement was to these victims. These are gruesome claims, and these are broken families suffering from gruesome claims that existed --

THE COURT: Most of which were probably beyond the Statute of Limitations.

ATTORNEY BRUNER: -- most of which were barred --

ATTORNEY DUKES: Almost all of them.

ATTORNEY BRUNER: Most of which were barred by defenses that my clients negotiated around, which other lawyers had failed to negotiate, successfully, around. Judge Goodstein recognized that when she approved the settlement. She recognized that after she approved the settlement when these attacks on the class settlement occurred. She knew it.

And not only that, it's one thing to fight a defendant, a large defendant, with those defenses. That's contentious enough. Well, in addition to fighting your adversary, in the class context you're also fighting objectors who see an opportunity.

Now the settlement was reached and approved, but we've been fighting the objectors ever since. When some objectors' claims are gone, others ostensibly appear. Same allegations, same

character of the allegations, same facts alleged, different name at the top of the caption. I don't know how these people are learning about this or who's telling them what they base their belief on, but I think for purposes of this Court's exercise today the focus is here, why are we here, right.

The main point Mr. Meyers has made is the 20 percent fee after the fact. And you're exactly right. Was that contemplated as part of the class settlement? Absolutely. Was the class action court aware of the fees? He doesn't know what she was told and what she was not. He does not.

And, by the way, you don't think all this was raised to Judge Goodstein before she recused herself? Mr. Meyers' cocounsel at the time, who no longer has a license, on the record, asked for a post-award fairness hearing. Mr. Meyers argued, patently fraudulent billing records.

The judge who heard it from start to finish, who knew it -- and by the way, I think we need to think about, we need to appreciate that she knew what she ordered, she knew what she meant, and she rejected those arguments.

So are we going to go back now and are we going to ask all of these law firms who received disbursements during the arbitration phase, which was contemplated -- there was no surprise there -- are we going to go back and we're going to review all that 15 years later? Do all those law firms exist? Are those lawyers even around anymore? How are we going to do

that?

The civil action was concluded in 2007. Thereafter, as contemplated by the settlement, there was an arbitration. There's more litigation. That happened in February of 2008. My clients did not decide where the money went. That was a court-appointed, highly respected individual. There have been no allegation against him. There have been no allegations against the arbitrator who made that decision.

The claims were paid. Judge Goodstein knew who got what. They were paid out. If someone was unhappy with their net, net, net, result following that arbitration, they knew in 2008. They did not discover it when a lawyer told them they had a claim later.

The discovery rule in this state requires -- and for claims like this -- an individual to bring it -- let me restate it. The discovery rule is triggered when an individual is on inquiry notice.

THE COURT: Knew or should have known.

ATTORNEY BRUNER: Knew or should have known. I have a partner who describes it this way: If you are in a room and the lights go out, pitch-black dark, someone slaps you in the face, lights go up, you've got three years. You don't have three years from when you appreciate the gravity of the situation or from when you find out who it was. You've got three years.

We're 15 years down the road. The class claims were

extinguished in 2008, including the McDonalds' claim. Anything they had afterwards arose in 2008.

Thereafter -- Mr. Meyers referred to subsequent filings. How is the case closed if we have subsequent filings? I'll tell you exactly how. There was a motion to enforce the settlement filed by the Diocese because a dispute arose between Mr. Meyers' objectors and the Diocese, and the class action court retained jurisdiction to enforce the settlement. There were a series of other filings, motion to recuse, all in connection.

Then there was a hearing in January of 2009. If Your Honor -- I believe Your Honor has all the transcripts of the hearings, but the transcripts tell the story, the transcripts and the orders from the class action court. They go into painful detail, and they show how tumultuous this case has been from the beginning.

All of that, to me, it doesn't show any misdeed; it underscores the success of the class action settlement. These victims didn't have to go into public against a priest. They were able to go to private arbitration and arbitrate claims and get awards, many of whom had defenses that they'd have to go up against. All of that underscores the success. The class action court knew that, she appreciated that, and she saw what was happening in 2008 and 2009.

The Supreme Court's order that has allegedly been ignored, when going back through the record, I don't know how an attorney

can make that argument in good faith four days after that order. Four days after that order Judge Goodstein disposed of all pending issues. I don't know of many orders that are followed more quickly. Four days later.

So now we have a civil action, the class -- the civil action with the class litigation concluded in 2007. We have post-judgment practice, in essence, that began in 2008. That was concluded in 2009. The case is still over.

Why was it -- what happened after that? Well, the order was appealed by one of the lawyers sitting in this room. It was perpetuated. The Supreme Court -- and that was on a prejudgment interest issue. Supreme Court disposed of that appeal. What happened later? The proceedings before Judge Dickson, another motion to enforce settlement. All of it's post-judgment practice.

And it has been suggested that the Supreme Court ordered the parties to close the case. I'm not aware of any authority giving a party the power to order anything in a case. The parties don't wear the robe; you do. The presiding judge in that case does. The parties could not close the case, but the case was closed by the class action judge.

Every time judges have been appointed thereafter, it has been -- well, it was the motion to enforce the settlement. There's nothing improper about that, or when there have been other ancillary filings which are perpetuated, and repeated, and

repeated.

There have been allegations of conflicts that weren't disclosed, Your Honor. If you look at the basis for those alleged conflicts, they're the same factual allegations that have been rejected since 2008 -- well, 2007. I don't know how many times a lawyer has to defend the same allegations over, and over, and over, in different forums. It has to end.

I've mentioned the passage of time. As a practical matter, it is a problem for this Court fashioning a remedy. What are we going to do moving forward if we do have this post-award fairness hearing? What does that look like?

And, by the way, I've learned a lot about class actions myself during this litigation, and my understanding is that, in the realm of class settlements, there are three phases: There's preliminary approval; there's a fairness hearing, there's a procedure to determine whether it's fair; and then there's final approval. That is what's contemplated. That's what happened here with the additional post-judgment litigation that was raised by objectors and Mr. Meyers' cocounsel alleging wrongdoing.

Your Honor, I'd be happy to answer any questions. I think I've covered my main bullet points. I may check with my cohorts over here.

Procedurally I think it is evident that this action was ended in 2007; that the post-judgment issues that have arisen were actually concluded pursuant to Supreme Court order. This

thing needs to be over.

THE COURT: Does anybody, or you, or anybody, know why an order of dismissal never was issued?

ATTORNEY DUKES: We do know that class counsel and the Diocese's counsel, my predecessor, sent in a proposed order.

THE COURT: I saw that somewhere.

ATTORNEY DUKES: And it never got signed.

THE COURT: Okay.

ATTORNEY DUKES: And we don't know why.

ATTORNEY BRUNER: I don't know. I would have to look back through. I mentioned some other filings in other forums. I believe either we've mentioned that in our brief or other -- there maybe some other filing that occurred in some other forum that --

THE COURT: Somebody thought was supposed to be in this. That's what it looked like.

ATTORNEY BRUNER: Well, more importantly --

THE COURT: In addition to everything you all sent me, I mean, we went to Saint George and got the file. I have the entire file in there. And it appears that an order of dismissal was at sometime contemplated, maybe, by Judge Nicholson.

ATTORNEY BRUNER: My understanding is that when Judge Nicholson was on the case he directed that. Now, that's not directly from the judge, but that he directed closure of the case. That may have been a verbal order.

ATTORNEY DUKES: Judge Nicholson told me in court one day after a hearing on another matter, he said, Mr. Duke, come up. I went on to close that class action case. Is that okay?

THE COURT: Yeah. It's just like it never happened.

ATTORNEY DUKES: I don't know. I don't know.

ATTORNEY BRUNER: I know at that time there was no pending -- there's nothing pending in it. It was ostensibly ministerial. At the time in 2009 -- now, we'd have to go back and look. We'd have to look at the timing, but if, hypothetically, a judge's integrity is being questioned, that judge may have concerns about issuing further orders --

THE COURT: Right.

ATTORNEY BRUNER: -- which would perpetuate the class action and give what are, ostensibly, objectors, counsel finding new people to represent to argue that the class action has never been concluded.

So short answer, I don't know for certain why it was never entered. However, I don't think it matters. The March 2009 order ended everything. If there are any legitimate claims or issues about the arbitration process and the disbursement and the net, net received, those have long since extinguished.

THE COURT: Well, it would seem to me -- and I explored this some with Mr. Meyers, but -- wouldn't those seem to be agreements with lawyers outside of the terms of the class? Because, I mean, I see -- I know Mr. Richter and Mr. Haller had a lot, a number,

of class claimants, and they got checks. I mean, I'm looking at the accounting here. And there were other law firms, too, I can see.

ATTORNEY BRUNER: Correct. And I do believe those are -- those are outside of the fee paid, their terms. And the class action judge knew that that was happening. She knew that claimants would have the ability to go pro se or to engage counsel, whoever that may be.

THE COURT: And you don't dispute that there were fees taken outside of the class by class counsel, right?

ATTORNEY BRUNER: I can't tell you one way or another. I haven't dug into that, primarily because it's been so long after.

ATTORNEY HALLER: Your Honor, I'm at the risk of getting my hand slapped by my lawyer. May I answer your question?

THE COURT: Yes, sir.

ATTORNEY HALLER: Your Honor, we were paid a separate fee for separate work, so the class fee -- and I think you were on to this earlier when you were discussing this with Mr. Meyers -- the class fee was for the creation of the class, which included creating, essentially, a cause of action to go -- of the actual victims against the Diocese, which got us around two major defenses, the charitable immunity and the Statute of Limitation, creating a cause of action for a consortium class in which otherwise, by law, did not exist --

THE COURT: Right.

ATTORNEY HALLER: -- negotiating the terms of how, of the process, and collecting the money that would then be distributed to the class. That was one set of work.

Then the members of the class had a way in which they could go through an arbitration process. They could hire a lawyer; they could not hire a lawyer.

Many of them, most of them, hired Mr. Richter and I for that separate set of work, which included meeting with the clients, oftentimes for the first time that they ever spoke with anybody about the nature of the abuse that they had; collecting the information about their abuse; completing the forms necessary to make them a member of the class so that the Diocese could then review, to see it; to the extent that there was an objection from the Diocese, litigating that objection in front of the arbitrator; then litigating with the arbitrator, going with them to the arbitration hearing, litigating them with the arbitrator the amount of money they were due.

So it was -- one process was filing a lawsuit, creating and crafting the class and the class process, having that approved by the class, and then subjecting ourselves to multiple legal malpractice claims. And then the second piece of work was actually litigating it through the process.

THE COURT: Basically shepherding the class members through the class process.

ATTORNEY HALLER: The settlement contained a specific

process by which each claimant was able to prove their claim.

THE COURT: And this was different, I guess, than like a consumer class action where -- like I had one one time over a shotgun, where I just sat there, and they sent me a check for a $100.

ATTORNEY HALLER: That's exactly right.

THE COURT: This one had an arbitration process where you were vetting the claim, so to speak.

ATTORNEY HALLER: The individual claimants had to, number one, prove that they were -- they didn't have to prove it, but they had to show some proof that they had actually been at the location at which the priest, or the abuser, would have been at.

THE COURT: Okay.

ATTORNEY HALLER: So, for example, to use Mr. Sires since he's already spoken to it, Mr. Sires attended Nativity Church, a Nativity School on James Island, so his family would have been a member of that parish, or should have been a member of that parish, and then would have been able -- the Diocese could take that information, tie to it who they believe this came from, Mr. Sires, Father Nyhan, the Diocese would know that Father Nyhan and Mr. Sires were there at the same time. Once they knew that, the Diocese then lost all rights to objection. All right. And that was a part of what we negotiated.

Then, without the Diocese input, there was a separate process by which we then had to prove the level of the abuse that

they received, or had. So for that level of abuse, you would have gotten, an actual abused victim would have gotten, a certain amount of money, depending upon what the level of the abuse was.

THE COURT: Right.

ATTORNEY HALLER: Now, the McDonalds are a member of the consortium class, which there was also a very similar sort of process, but theirs was a flat fee. They got that flat 20 percent. But we still had to do processing the claims, meeting with the clients, proving that they actually were a member, or had a person, who had been abused, because the abused person, to get the consortium claim, which, again, is a claim that we created out of thin air. There is no law in South Carolina that a parent or a spouse -- well, a spouse can, but a parent can get consortium money. We still had to go through that same process, though, even though -- of -- that they were tied to the two specific church. Thank you, Your Honor.

ATTORNEY BRUNER: I think he said 20 percent. I think he meant flat 20,000 for the consortium claim.

ATTORNEY HALLER: Yes. Excuse me.

ATTORNEY BRUNER: And I think the distinction is this. This is where this gets important. You've got to look at the nature of this class action and the settlement, right. This wasn't a typical -- there was no customer list.

THE COURT: Right.

ATTORNEY BRUNER: It's not a consumer claim where you have a

customer list and billing records and someone, without talking to these victims, can figure out exactly what they're entitled to.

The damages matrix, which was objected to -- and those objections were overruled -- the damages matrix set up categories of harm and ranges within those categories, so it did necessitate further arbitration of the damages to set up a fund that was extremely beneficial for the victims. It set up a fund for an arbitrator to do that in a private context. And there were objections to claims. There's a transcript about that.

THE COURT: Okay.

ATTORNEY BRUNER: I'll make this one last point, and then I'll shut up and sit down, Your Honor. Everything has to come to an end. This case, in particular, every time a new complaint is filed, every time a new motion is filed relating to this litigation, every time that happens, victims are dragged back through, records are exchanged, the identities that should remain secret are at risk of disclosure every time. Every time.

So what we're asking, respectfully, is that you deny the motions; that you let this action remain in its grave and not exhume it 15 years after the fact to conduct an evidentiary proceeding that I don't know how it could go forward; that you find it's concluded, and we all move on.

THE COURT: All right.

ATTORNEY BRUNER: Thank you, Your Honor.

THE COURT: Mr. Cuttino? Mr. Dukes?

ATTORNEY CUTTINO: Yes, sir. A couple things, if I may.

THE COURT: Okay.

ATTORNEY CUTTINO: As counsel for Mr. Haller, let me just add this. First of all, I want to adopt all the arguments that Mr. Bruner made as applicable to Mr. Haller's as well. I'll just say this. And this is an effort to lend some, I guess, maybe, systemic perspective to this whole process.

I've been doing this for 40 years, and among the things I have learned is that the law and the system that we have favors finality for all litigants, not just for plaintiffs or defense, but for everyone. You know, that's expressed in statutes of limitations; it's expressed in statutes of repose; it's expressed in, you know, laches doctrines. There has to be a stopping point.

We see this played out every week when we get an advance sheet where the appellate courts make observations that a party's had an opportunity to raise issues and did not, and that while they're placed where their positions may be meritorious, they can't continue if they haven't followed the rules or raised things at an appropriate time, and it's only in the rarest of occasion that those concepts of finality are just ignored and thrown away.

I think it's worth saying, also, that the very fact that we are here struggling to reconstruct micro-events and conversations and positions taken 15 years ago is the best evidence of why

finality is important. It's nearly impossible to re-live all this. I think Mr. Bruner was not even out of law school 15 years ago. I think Judge Dickson was not even on the bench, and he's served with distinction several terms and retired, and now you're his successor.

THE COURT: Just got his portrait on the wall.

ATTORNEY CUTTINO: Yes. You know, in lawyer lives, time passes fast, but when you put it in perspective of how long 15 years ago was, John Waller was on the Supreme Court; so was Jim Moore. Fifteen years ago is a long time. It is a long time, even in lawyer years. And to renavigate and relitigate and reopen and second-guess things that qualified people, with either all the facts before them or the opportunity to present facts to a tribunal that long ago, I can't think of any worse folly than to go down that path.

I think one of the hardest things, also, that anybody that practices law, and certainly for laymen to come to grips with, is that the court system has to have a set of rules; it has to have finality. It is not a court of equity where every moral wrong or every perceived wrong can be addressed at any time. It is a court of law, and there are lanes of traffic, and there are rules, and there are opportunities, but we all have to follow that.

The system does the best to render justice that it can with the rules and the law that it has. And as you have observed

earlier today, we can't just make up a remedy because we have a hunch that something may have not been done to our liking or the way another judge would have done it or another lawyer would have done it 15 years ago. That is just an visitation for disaster.

And I question how can it be argued that reopening all this, reopening these mental and psychological wounds for all these people involved, how could that not be worse than allowing the finality that's really been in place for a long time to remain in place.

Because I think Mr. Bruner's exactly right, the relitigation and the revisitation of all these issues is of major consequence to everybody involved. It's not just the McDonalds; it's not just one or two people; it is the entirety of the process that gets threatened and disrupted and compromised and second-guessed and marginalized every time one of these things comes back up.

It doesn't mean the feelings of these people aren't real. It means that the system worked to the best of its ability. And, quite frankly, given all of the obstacles to recovery, it seems to me that it did a magnificent job, and -- to use Mr. Bruner's appropriate word -- to exhume that and second-guess that all this time later seems to me to be a prescription for disaster.

So I would ask the Court to consider those things. Thank you.

THE COURT: Okay. Thank you, Mr. Cuttino.

ATTORNEY DUKES: I'll be very brief.

THE COURT: I've got all day.

ATTORNEY DUKES: I came into this class action case right at the very end for a discrete purpose because, as you may have noticed from my brief, while I don't claim to be an expert in class actions, I handle them, and I've settled many of them. And contrary to what Mr. Meyers said, oftentimes the attorney's fee is paid before the claims are paid. That happens.

And in this settlement there was a clear-sailing provision -- that's what they call it, clear-sailing provision -- but the settling defendant will agree not to object to attorney's fees above "X" amount. And everybody knows that, or it's just assumed that, when you put in a settlement agreement, We won't object to a fee above "X", "X" is going to be the fee. That's just the way it works.

Mr. Haller mentioned it and, you know, they worked very hard. And if you counted up the number of times one or the other of the parties moved for sanctions against the other during the course of this settlement -- this was adversarial. It was hard-fought. And the plaintiffs' lawyers did an excellent job for their clients, and the Diocese, I think, did an excellent job to help victims recover from what happened to them.

We've read in the papers in the last few years a lot of other Catholic dioceses creating victims' compensations fund or some way to compensate victims, and states are rejiggering the statute of limitations and their bankruptcies. All that's in the

past for this Diocese because they paid $12 million to get some peace for the victims, to extinguish claims, and to bring it to a close in our diocese. And, in large part, that's happened. And that's a good thing.

Mr. Haller mentioned that, you know, we had a vetting process, and all the Diocese looked at was, Were these two people likely at the same place at the same time? And once that happened, we didn't object anymore. And under the settlement agreement, the Diocese wasn't allowed to be there for the arbitration proceeding. That's correct, isn't it? So, you know, these two were in the same place at the same time. Go for it. Get your money. Hopefully get some peace. And an offer of psychological counseling was part of the settlement agreement.

We didn't have to have anything to do with what happened after everything went to arbitration. I do have to make sure the record's clear that our understanding, my client's understanding -- and this is from the March 9th, 2007 hearing. My colleague, Jim Geoly from Chicago made this statement: The maximum attorney's fee award, no more than two-and-a-half-million dollars. This is to represent and go into the first sentence of subsection -- of substantial efforts of plaintiff's counsel, quote, past and future. I want to be clear, whatever fee award Your Honor makes, that fee -- that's the fee award for the case. There are no future attorney's fees awarded as the claims of administration process goes forward.

That was my client's understanding of the situation, but we weren't involved in the arbitration proceeding, so I don't know. That was by design. We wouldn't know what happened afterwards.

As my former law partner, Mr. Cuttino, said, finality's important, and in class actions that's the point, is to end it. Our position is that, at the earliest this case concluded, in August of 2007, and it was over, at that point everything went to Marvin Infinger to conduct the arbitrations. The claims process would continue. There were procedures in place. The Court had continuing jurisdiction if somebody complained about what happened in the claims process, but the litigation side was done and it was just claims administration after that.

These continual objections to how the class settlement, Judge Goodstein considered those and rejected them, and they keep getting brought up, but that's over, and it's important that the -- we would argue that the Court should give respect to Judge Goodstein's judgments, enforce those judgments, and determine that this case was closed and there's nothing to intervene in.

So I appreciate it, Your Honor. And I'm sorry that we -- I dumped a bunch of pleadings on you to try to figure this mess out, but I appreciate your attention.

THE COURT: That's all right. I appreciate everybody providing what they did. It's been helpful. It's quite a bit to go through, but that's okay. That's what I'm here for.

All right. Mr. Meyers, anything in reply?

ATTORNEY MEYERS: Very briefly, Your Honor.

THE COURT: Yes, sir.

ATTORNEY MEYERS: And I'll just work backwards through my notes. All the associated litigation that's happened since 2008 has -- none of that's been involving class members; it involved people who were out of state. And when class counsel explained that they didn't give Nationwide notice because the bishop asked them not to --

ATTORNEY DUKES: I object to that, Your Honor.

THE COURT: Okay.

ATTORNEY MEYERS: -- Bishop disagreed with that. He doesn't agree with that statement. It doesn't make a whole lot of sense, but that's class counsel's story, on the record, represented to Judge Nicholson.

THE COURT: Okay.

ATTORNEY MEYERS: Our testimony will be, is the way that starts in the transcript. And, you know, it's a little amazing for somebody to say, Well, my adversary asked me to eliminate notice to my clients, some of them, so I did. So most of the litigation has been brought by people who lived out of state, who never got notice and, through that process, got chipped away a little bit. They're not bound by the class action.

But no court has addressed the merits of what I'm talking about. Now, maybe we just look the other way, maybe that's what we do. Or, maybe for some people, that's what we do. But

nothing that Judge Goodstein decided, that was about enforcing the settlement, because the Diocese wouldn't pay my separate settlement. We negotiated. My people got paid better than the class members, by the way.

And I appreciate Mr. Haller taking credit for the work I've done in abuse cases to create the loss of consortium type claim. It's actually a loss of services claim, but they say it's loss of consortium, which the Supreme Court says doesn't exist. Let's give them credit for that.

But the idea that Judge Goodstein knew what was happening, Mr. Dukes has just given you reference to the transcript where Geoly said it's just two and a half million, right. They talked about this possibility, but that's not what the order says. The order says I'll give it to you for the work to date, the work in the future, and the work to effectuate the settlement.

So the distinction Mr. Haller wants to make that this is separate work is not borne out by the order. That is my point. And this is the first and only case where class members have been present, at least represented by me. Everybody else that I've represented has been an out-of-state person.

Mr. Dukes and I chatted briefly before we got started this morning so I could say to him, Look, John Doe 305 is not in this case. He talks a little bit about John Doe 305. That's an out-of-state resident. He lives in Florida.

ATTORNEY DUKES: And I will say that's my mistake. And I

apologize for that.

ATTORNEY MEYERS: So these are not the same allegations. These allegations have never been brought in front of a court, and event the past allegations have not been looked at. They weren't looked at by Judge Goodstein, and they have not been looked at by anybody else.

I don't know what to say about the case ended in 2007. That means it ended before the claims process even started. Under that theory, they could have paid $12 million into the trust. The lawyers could have decided to keep it all, and no one would have the authority to look at whether they followed the order.

THE COURT: Well, there's probably somebody in Walterboro that feels a little different about that right now.

ATTORNEY MEYERS: Something might have happened, but it wouldn't have happened by a Court. As happened in Walterboro, the partners said, Hey, what's going on? But if the theory is that all court ability, under Rule 23, ends when there's preliminary approval of a settlement and start the claims process, then there is complete discretion in class counsel to breach any fiduciary duty he wants to. And what we're saying is, they breached the fiduciary duty. The Supreme Court says that's serious enough that even 17 years is not too long, and we don't think it's too long in this situation.

We think this is a very narrow, focused issue about costs and fees that weren't authorized to be charged. That's narrow

discovery, focused discovery. We lay it out for you. You actually get an actual accounting, not the, let me call it, fake accounting that was presented that doesn't show all the disbursements to class counsel. And on that basis, and only on that basis, should the Court make a decision.

That's what I have to say. Thanks, Your Honor.

THE COURT: All right. Anybody got anything in reply?

ATTORNEY BRUNER: I do, Your Honor, based on the arguments that were made after mine, if I may take a little more of your time this morning.

THE COURT: That's no problem.

ATTORNEY BRUNER: It is still morning.

THE COURT: That's right.

ATTORNEY BRUNER: The argument that we are making is not that the case was concluded on preliminary approval of the class settlement in January of 2007. Apparently it has been perceived that way. The argument is that the civil action, as a matter of law, was concluded. The claims were later extinguished. The claims were processed pursuant to the class action terms, i.e., arbitration of the damages.

Mr. Dukes is accurate, exactly right. He read from the transcript of the fairness hearing, in compliance with Rule 23, before Judge Goodstein. It was a lengthy hearing. It is a thick transcript. Mr. Meyers was at that hearing and argued for objectors. My understanding is the McDonalds were there, too.

And I know that to be true. Perhaps Mr. Meyers can confirm or deny that here.

And there was a statement by Mr. Geoly on page 113 of that transcript. There are no future attorneys' fees as part of this as the claims administration process goes forward.

What has not been pointed out, and if you saw me flipping through my notebook -- as soon as the 20 percent became the focus of the proceedings this morning I began looking in the transcript for what I found. And on the following page, after Mr. Geoly makes that statement to the Court about what the fees are for, on page 114 of the transcript, beginning on Line 8, the judge says: Let me be clear. Based on my reading while Mr. Richter was arguing, I want to be sure. As I understand it, there can be a contractual agreement with each claimant for fees for the work done on each individual claim, that that amount is to be approved by the arbitrator with an appreciation for the amounts awarded for class counsel. Now, that would -- what I'm speaking of would not entail an arrangement, a fee request from the Diocese but would be a matter of contract between class counsel and the individual claimants.

So while her order approving the settlement does not go deep down into the weeds enough to confirm what she says here, to say that she didn't contemplate an additional fee award, or the availability for people to hire counsel to be represented when they are presenting their damages, is directly contrary to what

this transcript says. It was part of the process. They knew it. If they thought it was wrong, they knew it in 2008; the McDonalds, that is.

There's a suggestion that perhaps if the class action is deemed concluded in 2007, that the attorneys could have just kept all the money. Well, let's examine that for a minute, because there are a lot of broad, overarching, general accusations that have been launched through the various cases, and when you stop -- and there are many in number. But when you stop and look at the veracity, they're unraveled quickly.

The lawyers could have kept the money. Well, let's look at that. Did the lawyers get the money? No. The 12 million -- well, it was funded in phases. The settlement funds went to a third-party escrow agent; they did not go to my client's trust account for them to do with what they pleased.

There was an arbitrator, and there was an independent escrow agent. They were two separate gentlemen, highly respected, and still are today, who were involved in that process, because the class action court made sure the interests of the class were protected. It did the right thing. It did it at the urging of the parties and their counsel.

So these suggestions that a ruling against the McDonalds would just enable lawyers to steal money from class actions, I don't see the merit in the factual basis of those arguments. I don't see it here.

That's all I have, Your Honor. Thank you.

ATTORNEY MEYERS: May I, Your Honor?

THE COURT: Sure.

ATTORNEY MEYERS: The problem is it's not in the order. That's the problem. So, yes, as I mentioned, they talked about this separate contract. Didn't provide for it in the order. And that's the touchstone of everything in a class action.

And I'm not contending they kept all the money. That's a hypothetical. But if there's no judicial oversight, the judicial oversight ended on January of 2007, and in August of 2007 as has been argued here today, then nothing would stop a lawyer from doing that until time caught up with them eventually, but it might take years after that, whereas Rule 23 says at any time the court can protect the interest of the class. That's what we're asking you to do.

THE COURT: Well, tell me this. Because you agreed with me that McGowan, Hood & Felder, or whatever, Taylor Law Firm, could charge a 20 percent fee for helping the client through the arbitration process.

ATTORNEY MEYERS: Sure.

THE COURT: What made Mr. Haller and Mr. Richter different? And I understand they were class counsel and they were compensated for their class, but how -- it almost seems like they're being treated -- you want me to treat them differently.

ATTORNEY MEYERS: Well, they are being treated differently.

They're hand two-and-a-half-million dollars for a vastly overblown body of work --

THE COURT: Well, I understand that --

ATTORNEY MEYERS: -- so the time is not reasonable, even with that. And the judge said, I'm giving you this also for the future work. So that's the difference between this law firm and any other. And they signed up for this when they alleged a class in two different counties at the same time for the same client.

THE COURT: So it's your position even though the class is a client, they weren't entitled to get a fee from, again, as Judge Goodstein called it, a matter of a contract between class counsel and the claimant?

ATTORNEY MEYERS: Not when the order says this is for the work you've done already and the work you're going to do and the work you're going to do to effectuate the settlement. It's the order that describes what the payment was for.

If the order didn't say that, they would have an argument, that, Well, we were doing something separate. But the order encompassed the whole process, and they were well-overpaid already. So, fine, they've kept all that money for a fraction of the actual work they claimed to have done and didn't disclose the payment they had already received for that work. So, I mean, maybe this is just funny business that we allow, but I don't think we should.

THE COURT: Okay.

ATTORNEY MEYERS: Thank you, Your Honor.

THE COURT: Anybody got anything else? All right. Well, thank you all for coming. I'll take it under advisement and let you all know something shortly.

(End of Transcript of Record.)

CERTIFICATE OF REPORTER

I, Cathy J. Provost, Official Court Reporter for the Fourteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial/proceedings of the captioned case in the Court of Common Pleas for Dorchester County, South Carolina, on the 27th day of January, 2022.

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

Date: February 6, 2023

\s\ Cathy J. Provost
Cathy J. Provost, RMR
Official Circuit Reporter

RICHTER & HALLER, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr., P.C.
David K. Haller, P.C.

Telephone: (843) 849-6000
Telefax: (843) 881-1400

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

October 17, 2005

A. Peter Shahid, Jr.
Shahid Law Office, LLC
P.O. Box 591
Charleston, SC 29402
By Facsimile: 853-6124

In Re: John Doe v. Diocese of Charleston, et. al. cases

Dear Peter:

Following up on our discussion of Friday a week ago with you, Bishop Baker and others, I want to share some thoughts with you concerning the concept of a class resolution to the pending and potential claims against the Diocese. A lot of work will be involved in putting together the appropriate structure, documents, etc., and I do not want to do that unless you have reason to believe that we are all pulling in the same direction in this effort. Bishop Baker seemed less than certain of the wisdom of an overall resolution, and I am not sure that he has much of a feeling for the concept of obtaining universal peace as it relates to these painful claims. Hopefully, you and others have had subsequent discussions with him and have made some progress in that regard. While it is apparent that the Bishop has genuine concern for the good of the Diocese, I am not certain that he fully appreciates the extent of the damage that has been done or that will result from public trial of the issues in these cases. I also do not believe that he has a full appreciation for the bare knuckled nature of the litigation process, nor for certain sentiments harbored in our state.

All of that having been said, I would like to offer some thoughts about various component parts that would provide us a format for resolution of claims against the Diocese. I think you are aware that we have been doing research in multiple jurisdictions and in that process we have tracked what we believe to be all of the settlements by various dioceses in the United States. Likewise, we have reviewed the jury verdicts, which must lead to the inescapable conclusion for the Diocese of Charleston that an overall resolution would be of great benefit.

In addition, our search around the country has given us access to numerous documents which would be very useful as a resource in framing a class resolution here. Not all issues are identical because of the differences in state law from jurisdiction to jurisdiction. In South Carolina, for

Record on Appeal - 1148

R000160

example, we have to deal now with the issue of confidentiality in settlements of pending litigation; of course, we are not precluded contractually from maintaining confidentiality, but that, clearly, cannot be done through the courts. I do think, however, that in South Carolina the class settlement amount may be known without compensation by an arbitrator to individual claimants being revealed.

We have also done some research into the repressed memory issue that you raised. We have found only two reported opinions in the entire history of South Carolina jurisprudence, and these are in the same case. I enclose these opinions for your convenience. Given the dearth of case law and the high standard established, I think this is much less of a potential problem that it seemed at first blush.

Assuming that we get to the point of a class being created without that occurring over the opposition of the Diocese, I think we should look at the following areas. I have thoughts about all of these, and I have documents that relate to most of them. I am not taking time to reproduce lengthy writings herein. This is simply a conceptual suggested list of areas that will need attention. Please consider the following:

1. We will need to draft a memorandum of understanding
2. A class should be created and defined
3. An arbitrator should be agreed upon and put in place
4. A range of compensation for each claimant should be set
5. All claims should be included, including consortium claims
6. The form and nature of the damages proceeding must be dealt with
7. Continued therapy and healing programs must be available for victims/survivors
8. An appropriate memorial retreat/healing facility or facilities should be established. These would be owned and maintained by the Diocese
9. Victim/survivor representation on boards and victim/survivor use as a resource by the Diocese
10. Confidential treatment/counseling on a permanent basis implemented by the Diocese
11. No admission of liability by the Diocese

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

12. If a mandatory class can be created, some refund mechanism to the Diocese for opt out claimants

The foregoing is not an exhaustive list but is simply offered to you as an indication that we have given substantial thought to this matter and preformed research related to the same. I have, as I indicated above, some specific ideas and proposals that are not appropriate for this writing. Here I simply wanted to give you topic areas for consideration so that we may continue and expand our dialogue if the Diocese is interested in making this kind of an overall resolution. If not, please so advise us so that we may continue with our filings and make whatever determination we wish as to the propriety of seeking class certification in appropriate litigation.

Thank you again for your expressed desire for fair resolution. Please again convey to the representatives of the Diocese my appreciation. This is a difficult and painful business, and, hopefully, one that can be resolved to the satisfaction of all concerned.

Please give this matter your expedited attention, and let us have your prompt response.

Very truly yours,

Lawrence E. Richter, Jr.

LER/she
Enclosures

cc: Lionel Lofton, Esq.
Jack Sinclaire, Esq.
Glen Churchill, Esq.

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

RICHTER & HALLER, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr., P.C.
David K. Haller, P.C.

Telephone: (843) 849-6000
Telefax: (843) 881-1400

ELECTRONICALLY FILED - 2022 Dec 13 4:43 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

January 17, 2006

Albert P. Shahid, Jr., Esquire
Shahid Law Office, LLC
15 State Street
Charleston, SC 29401

In Re: John Doe # 66 vs. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-2053

John Doe #66A vs. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-3293

John Doe #53, individually and as a representative of a class of other persons similarly situated as victims of priest sex abuse in South Carolina v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-4913

Dear Peter:

I enjoyed meeting with you and Jim Geoly last Monday, and I hope that an ultimate resolution will now follow. David Haller informed me that you have met with the bishop and have been authorized to proceed in figuring out how to utilize the class concept so as to attain as near to universal peace as possible for the Diocese. I am glad to hear that, and only hope that you are able to make yourself and the Diocese fully comfortable with the concept. Also, it is my hope that you are imparting to your clients the understanding that we are looking for a very substantial financial resolution.

If we can offer you any further information, please let me know. In the meantime, I would appreciate you putting this matter on the front burner so that we can either succeed in this effort or get to the point of litigating these cases as quickly as possible.

In that regard, we, on our side, feel that both matters should be pursued on parallel tracks with resolution being our ultimate goal. To that end, I would appreciate you sending me a listing of all priests who have served in the Diocese since July 17, 1933. I think this best serves the interests

of all parties. We will appreciate you forwarding this information to us without the necessity of an issuance of formal discovery documents. Please let me know if you refuse to do that.

Also, we would like to have all of the diocesan records relating to the following individuals who we understand have served as priests in the Diocese:

- John Bench,
- Juan Carlos Castaon,
- Eugene Condon,
- Raymond DuMouchel,
- Thomas Evatt,
- Justin Goodwin,
- Frederick J. Hopwood,
- James Robert Owens Howard,
- Gerald Ryfinski, and
- James Nyhan.

If you have current addresses for them, I ask you to provide those to me upon the representation, which I hereby make, that some or all of these people are likely to be witnesses should it be necessary to litigate this matter. As above, I would appreciate you voluntarily supplying this information so that we may have access to witnesses in the case. If your clients will not do that voluntarily, please let me know. We understand that both of the groups of information we are asking for have already been made public.

I guess I will next hear from Jim Geoly, and hopefully that will be soon and productive.

With kind regards, I am

Very truly yours,

Lawrence E. Richter, Jr.

LER/she

cc: James C. Geoly, Esq.
Lionel Lofton, Esq.
Jack Sinclaire, Esq.
Glenn Churchill, Esq.

ELECTRONICALLY FILED - 2022 Dec 13 4:43 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
John Doe #66)
v.)
The bishop of Charleston, a Corporation Sole, and)
The Bishop of the Diocese of Charleston, in his)
official capacity)
CASE NO.: 2005-CP-10-2053)
)
John Doe #66A)
v.)
The bishop of Charleston, a Corporation Sole, and)
The Bishop of the Diocese of Charleston, in his)
official capacity)
CASE NO.: 2005-CP-10-3293)
)
John Doe #53)
v.)
The bishop of Charleston, a Corporation Sole, and)
The Bishop of the Diocese of Charleston, in his)
official capacity)
CASE NO.: 2005-CP-10-4913)

IN THE COURT OF COMMON PLEAS
THE NINTH JUDICIAL CIRCUIT

Settlement Agreement

See Terms attached on Exh. #1

In a mediation conducted on this _____ day of _____, 2006, the above named parties agreed to the following terms:

1. _____ shall pay to _____ $_____;
2. Plaintiff/Respondent will execute a general release dismissing all claims on account of the matters raised in the above captioned lawsuit;
3. Plaintiff/ Respondent will cooperate in having a dismissal with prejudice entered by the court; and
4. The parties shall split the mediation fees _____.

_____ _____

By: _____ By: _____
(Print Name) (Print Name)
Its: _____ Its: _____
Dated: _____ Dated: _____

EXHIBIT "4"

EXH. #1

General Terms of Settlement:

1. PARTIES Agree to create settlement class, subject to Court approval of:
   - (a) ACTUAL VICTIMS OF DIOCESE ABUSE
   - (b) SPOUSAL &/or Parent claim deriving from victim abused

2. Class settlement FUND will be for $12,000,000 FUNDED AS FOLLOWS:
   - (a) $5,000,000 by Letter of Credit, subject to Bank's willingness to issue. With a further obligation to procure additional Letter of Credit with $7,000,000 limits once the $5,000,000 Letter of Credit has been drawn down to $1,000,000.

3. DETAILS of claim process in settlement class action shall be developed & include a payment matrix based on nature & severity of claims.

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

P.07/09
AUG-18-2006 16:30

(17)

4. Court shall be asked to approve attorneys' fees for class counsel at between $950,000 + $2.5 million, subject to Defendants obtaining credit to secure the obligation.

5. Mr. T Redacted * shall be paid _____

Mr. S Redacted * shall be paid _____

Mr. N Redacted * shall be paid _____

Mr. M Redacted * shall be paid _____

* COLLECTIVELY paid $460,000 to be divided among the Gentlemen above after accepted an agreed to.

6. If the Court fails to approve settlement class and/or provision of class settlement, the compromise settlement with the individuals in "5." above shall not be effected and shall proceed to settlement in the amounts set out in "5." above with appropriate general releases and/or dismissals with prejudice executed in favor of defendants.

~~Class of Action~~

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

7. These terms are in the form of an offer by Defendants & shall be acted upon with reasonable promptness by Plaintiffs / Claimants named in "5." above.

James Deeby, Attorney
ON BEHALF OF DEFENDANTS
Attorney in fact with authority of the Diocese of Charleston.

June 14, 2006

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

A. PETER SHAHID, JR.
SHAHID LAW OFFICE, LLC

15 STATE STREET
P.O. BOX 591
CHARLESTON, SOUTH CAROLINA 29402

OFFICE (843) 853-4500
FAX (843) 722-1119
TOLL FREE 1-888-792-2456

called DKH

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

September 1, 2006

Lawrence R. Richter, Jr.
Attorney at Law
Richter & Haller, LLC
622 Johnnie Dodds Boulevard
P.O. Drawer 1089
Mt. Pleasant, SC 29465

Re: Jane Doe 1 and Jane Doe 2 and Rachel Roe, individually and as representatives of a class of people similarly situated v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Civil Action No. 2006-CP-18-1310

John Doe #67, individually and as a representative of a class of people similarly situated v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Civil Action No. 2005-CP-10-3293

Dear Larry:

Please find enclosed the two Acceptances of Service of the Summons and Complaints pertaining to the above-referenced actions.

This letter will also confirm my conversation with you today that I will not, at this time, file an answer. Because we are working on a settlement agreement, we agreed to an open-ended extension to file an answer, with a 10-day right-to-call by you.

With kind regards, I am

Sincerely,

A. Peter Shahid, Jr.

APS/jlb
Enclosures

cc: Mr. John Barker, CFO
Mr. James C. Geoly, Attorney at Law
Most Rev. Robert J. Baker, S.T.D., Bishop of Charleston

Rev. Msgr. Martin T. Laughlin, V.G.
Rev. Msgr. Joseph R. Roth, V.G.

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

RICHTER & HALLER, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr., P.C.
David K. Haller, P.C.

Telephone: (843) 849-6000
Telefax: (843) 881-1400

September 20, 2006

The Honorable Diane S. Goodstein
Chief Judge of the First Judicial Circuit
P.O. Box 1419
Summerville, SC 29484

In Re: John Doe #67, individually and as a representative of a class of people similarly situated v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 2006-CP-18-1311

Jane Doe 1 and Jane Doe 2 and Rachel Roe individually and as representatives of a class of people similarly situated v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 06-CP-18-1310

Dear Judge Goodstein:

I am writing to follow up on David Haller's letter to you dated September 11, 2006.

We represent a number of individual claimants against the Bishop of Charleston and the Catholic Diocese of Charleston in all matters relating to claims for damages in these priest abuse cases. Mediation was completed in mid June and I believe these matters can now be pushed to their final resolution. That will, however, require your involvement. It is for that reason that I am writing to request a status conference as soon as you can accommodate us.

By copy of this letter I am advising Peter Shahid of the Charleston Bar and Jim Geoly of the Chicago Bar, counsel for the defendants, of this contact with the court.

Thanking you for your usual courtesies, and with best personal regards, I am

Very truly yours,

Lawrence E. Richter, Jr.

LER/lwh

RICHTER & HALLER, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr., P.C.
David K. Haller, P.C.

Telephone: (843) 849-6000
Telefax: (843) 881-1400

October 5, 2006

722-1119
via facsimile ~~853-6124~~
Albert P. Shahid, Jr., Esquire
Shahid Law Office, LLC
15 State Street
Charleston, SC 29401

In Re: John Doe v. Diocese matters

Dear Peter:

This is to confirm that we are to be before Judge Diane Goodstein at 11:00am tomorrow, Friday, October 6, 2006 at the court in St. George.

Very truly yours,

Lawrence E. Richter, Jr.

LER/lwh

cc: Lionel S. Lofton, Esq.
Glenn Churchill, Esq.
John Sinclaire, III Esq.
James C. Geoly, Esq.

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

RICHTER & HALLER, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr., P.C.
David K. Haller, P.C.

Telephone: (843) 849-6000
Telefax: (843) 881-1400

October 17, 2006

The Honorable Deadra L. Jefferson
Ninth Judicial Circuit
100 Broad Street, Suite 336
Charleston, SC 29401

In Re: John Doe # 66 vs. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-2053

John Doe #66A vs. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-3293

John Doe #53, individually and as a representative of a class of other persons similarly situated as victims of priest sex abuse in South Carolina v. The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity
Case No.: 05-CP-10-4913

Dear Judge Jefferson:

Please find enclosed proposed consent orders to dismiss the above referenced matters. If the proposed orders meet with your approval, please execute them and return them in the enclosed envelope or forward them to the Clerk of Court for filing.

By copy of this letter I am advising present counsel of this contact with the court.

Thanking you for your time and courtesies in this matter, I am

Very truly yours,

David K. Haller

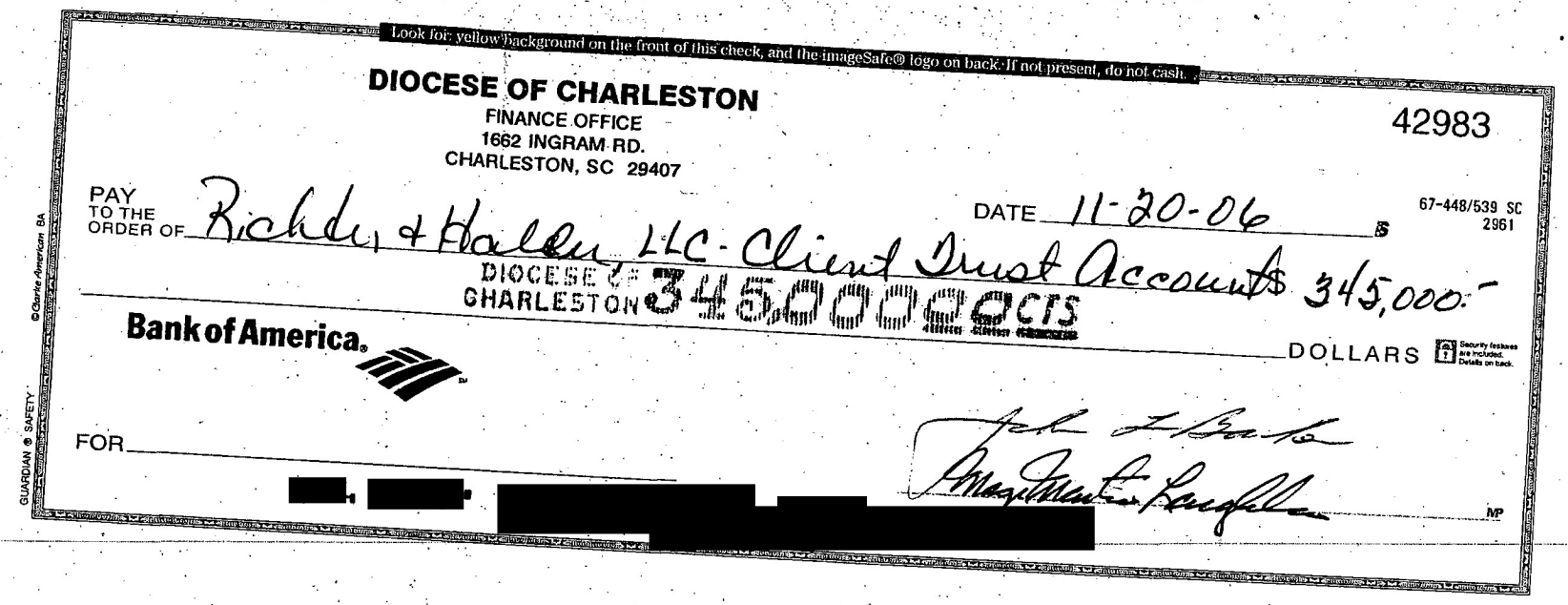
DKH/she
Enclosures

cc: A. Peter Shahid, Esq.
James C. Geoly, Esq.
Lionel Lofton, Esq.
Jack Sinclaire, Esq.
Glenn Churchill, Esq.

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

Record on Appeal - 1162

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310



Look for: yellow background on the front of this check, and the imageSafe® logo on back. If not present, do not cash.

DIOCESE OF CHARLESTON
FINANCE OFFICE
1662 INGRAM RD.
CHARLESTON, SC 29407

42983

67-448/539 SC
2961

PAY TO THE ORDER OF Richter & Haller LLC - Client Trust Account DATE 11-20-06 $ 345,000.-

DIOCESE OF CHARLESTON 345,000 00 CTS

Bank of America

DOLLARS

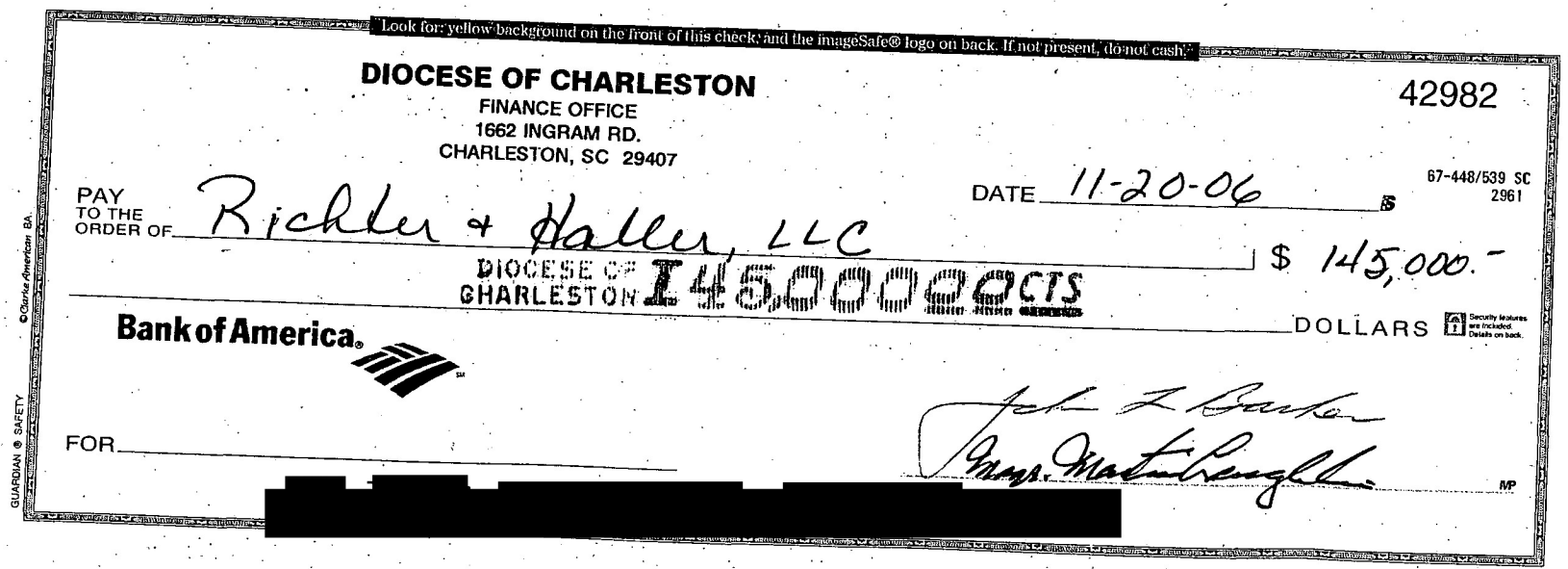
Security features are included. Details on back.

FOR [redacted]

Jack L Baker
Mary Martin Langdale

MP

©Clarke American SA
GUARDIAN ® SAFETY



Look for: yellow background on the front of this check, and the imageSafe® logo on back. If not present, do not cash.

DIOCESE OF CHARLESTON
FINANCE OFFICE
1662 INGRAM RD.
CHARLESTON, SC 29407

42982

67-448/539 SC
2961

PAY TO THE ORDER OF Richter & Haller, LLC DATE 11-20-06 $ 145,000.-

DIOCESE OF CHARLESTON 145,000 00 CTS

Bank of America

DOLLARS

Security features are included. Details on back.

FOR [redacted]

Jack L Baker
Mary Martin Langdale

MP

©Clarke American SA
GUARDIAN ® SAFETY

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

The Richter Firm, LLC
Post Office Box 1089
Mt. Pleasant, SC 29465

February 19, 2008

Julie McDonald

In Re: Jane Doe #532 vs. The Diocese of Charleston, et al

SETTLEMENT STATEMENT

Gross Amount of Award	$20,000.00
LESS:	
Attorneys Fees (20%)	$4,000.00
Costs (postage, faxes, copies, etc.)	$18.24
Net Amount to Client	**$15,981.76**

I approve and accept the above settlement, fees, costs, and disbursements and I authorize The Richter Firm, LLC to distribute the same. I understand that there may be tax implications with this settlement and that I have received no advice from The Richter Firm, LLC regarding those implications. I understand that I should speak with a tax specialist regarding any tax questions I may have from this settlement.

_____ _____

Client Date

Vendor ID:

Name: JULIE MCDONALD
Check Date: 02/19/08
Check Amount: 15,981.76

MEMO:

NET TO CLIENT FROM GROSS AMOUNT OF AWARD
DOE #532

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

ELECTRONICALLY FILED - 2022 Dec 06 4:15 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

The Richter Firm, LLC
Post Office Box 1089
Mt. Pleasant, SC 29465

February 19, 2008

Richard McDonald

In Re: John Doe #538 vs. The Diocese of Charleston, et al

SETTLEMENT STATEMENT

Gross Amount of Award	$20,000.00
LESS:	
Attorneys Fees (20%)	$4,000.00
Costs (postage, faxes, copies, etc.)	$18.24
Net Amount to Client	**$15,981.76**

I approve and accept the above settlement, fees, costs, and disbursements and I authorize The Richter Firm, LLC to distribute the same. I understand that there may be tax implications with this settlement and that I have received no advice from The Richter Firm, LLC regarding those implications. I understand that I should speak with a tax specialist regarding any tax questions I may have from this settlement.

_____ _____

Client Date

THE RICHTER FIRM, LLC
ATTORNEYS AND COUNSELORS AT LAW
622 JOHNNIE DODDS BOULEVARD
POST OFFICE DRAWER 1089
MT. PLEASANT, SOUTH CAROLINA 29465

LAWRENCE E. RICHTER, JR.
ALICE ANNE RICHTER
WILLIAM H. WARING, III
HARPER L. TODD*

TELEPHONE (843) 849-6000
FACSIMILE (843) 881-1400

* (Admitted only in GA)

March 10, 2008

VIA U.S. MAIL

The Honorable Diane S. Goodstein
Post Office Box 234
St. George, SC 29477

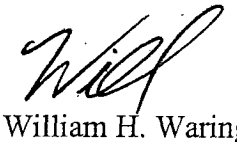
Re: *Doe, et al. v. The Bishop of Charleston, et al.*
2006-CP-18-1310
2006-CP-18-1311
2006-CP-18-1636

Dear Judge Goodstein:

Pursuant to paragraph 6(A) of the Settlement and Arbitration Agreement executed January 12, 2007, and approved by your Order dated July 30, 2007, I have attached a copy of the final accounting of disbursements submitted by W. Ellison Thomas, CPA. Pursuant to the same, Mr. Thomas has submitted these documents to class counsel, counsel for the Diocese, and to the arbitrator, Marvin D. Infinger.

Thank you very much for your consideration. As always, I remain

Very truly yours,



William H. Waring, III

Enclosure
cc: Albert P. Shahid, Jr., Esquire [via facsimile - 722-1119]
Marvin D. Infinger, Esquire [via facsimile - 722-2266]
David K. Haller, Esquire [via facsimile - 577-7288]
W. Ellison Thomas, CPA [via facsimile – 881-9008]

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Category	Date	Check #		Amount	Description
Class Counsel - Fees					
Richter & Haller, LLC	9/4/2007	Wire	$	2,500,000.00	Court Order
Class Counsel - Expenses					
Richter & Haller, LLC	9/4/2007	Wire	$	100,991.36	Court Order
The Richter Firm, LLC	1/8/2008	1002	$	8,245.15	Partial - Control No. 6
The Richter Firm, LLC	2/10/2008	1009	$	835.70	Control No. 5
The Richter Firm, LLC	2/10/2008	1010	$	2,052.71	Partial - Control No. 6
The Richter Firm, LLC	2/27/2008	1144	$	596.20	Control No. 47
Arbitrator					
Marvin Infinger, Esq.	2/27/2008	1139	$	29,541.69	Control No. 40
Marvin Infinger, Esq.	3/7/2008	1153	$	2,450.00	Control No. 51
Counseling					
Dr. L. Randolph Waid	1/24/2008	1005	$	10,425.00	8 - 12, 14 - 19, 21 - 23
Dr. L. Randolph Waid	2/10/2008	1012	$	5,250.00	Contol No.s 24 - 30
Dr. L. Randolph Waid	2/20/2008	1135	$	1,875.00	Control No.s 32,33,34
Dr. L. Randolph Waid	2/27/2008	1137	$	1,875.00	Control Nos. 35 -38
Escrow Agent					
W. Ellison Thomas, CPA	1/8/2008	1003	$	2,635.00	Partial - Control No. 7
W. Ellison Thomas, CPA	1/8/2008	1004	$	5,657.50	Control No. 20
W. Ellison Thomas, CPA	2/10/2008	1011	$	2,555.22	Partial - Control No. 7
W. Ellison Thomas, CPA	2/10/2008	1013	$	2,247.50	Control No. 31
W. Ellison Thomas, CPA	3/7/2008	1154	$	8,544.44	Control No. 52
Other					
Desa Ballard, Esq.	11/27/2007	1001	$	2,966.93	Control No. 1
Bank Fees	1/31/2008		$	10.00	Wire Fee
Process Service, Inc.	2/10/2008	1006	$	75.00	Control No. 2
Conferencecall.com	2/10/2008	1007	$	35.66	Control No. 3
Palmetto Investigative, Inc.	2/10/2008	1008	$	1,549.00	Control No. 4
Conferencecall.com	2/27/2008	1138	$	14.42	Control No. 39
Clark & Associates, Inc.	2/27/2008	1140	$	3,228.50	Control No. 43
Process Service, Inc.	2/27/2008	1141	$	170.00	Control No. 44
Dr. John Roberts, MD	2/27/2007	1142	$	85.00	Control No. 45
Dr. Sally M. duffy Ph.D.	2/27/2008	1143	$	400.00	Control No. 46
Dr. Cathy Mintzer	2/27/2008	1145	$	500.00	Control No. 48
David K. Haller, Esq.	2/27/2008	1146	$	225.58	Control No. 49
Judy Kramer	3/6/2008	1147	$	63.20	Control No. 50
Total Non Claimant			$	2,695,100.76	

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Claimant	Date	Check #		Amount	Description
John Doe 53	*	*	$	160,000.00	Settlement Agreement
John Doe 66	*	*	$	100,000.00	Settlement Agreement
John Doe 66A	*	*	$	100,000.00	Settlement Agreement
John Doe 67	*	*	$	100,000.00	Settlement Agreement
Jane Doe A	10/23/2007	1	$	30,000.00	Settlement Agreement
Jane Doe B	10/23/2007	2	$	30,000.00	Settlement Agreement
Rachel Roe	10/23/2007	3	$	30,000.00	Settlement Agreement
The Richter Firm, LLC for DOE 501	2/15/2008	1014	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 546	2/15/2008	1015	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 502	2/15/2008	1016	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 540	2/15/2008	1017	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 541	2/15/2008	1018	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 503	2/15/2008	1019	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 504	2/15/2008	1020	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 505	2/15/2008	1021	$	10,000.00	Arbitration Order
The Richter Firm, LLC for DOE 506	2/15/2008	1022	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 507	2/15/2008	1023	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 551	2/15/2008	1024	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 556	2/15/2008	1025	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 508	2/15/2008	1026	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 554	2/15/2008	1027	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 555	2/15/2008	1028	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 509	2/15/2008	1029	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 510	2/15/2008	1030	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 511	2/15/2008	1031	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 512	2/15/2008	1032	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 513	2/15/2008	1033	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 550	2/15/2008	1034	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 549	2/15/2008	1035	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 537	2/15/2008	1036	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 533	2/15/2008	1037	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 532	2/15/2008	1038	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 538	2/15/2008	1039	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 552	2/15/2008	1040	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 531	2/15/2008	1041	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 543	2/15/2008	1042	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 544	2/15/2008	1043	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 545	2/15/2008	1044	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 514	2/15/2008	1045	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 515	2/15/2008	1046	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 534	2/15/2008	1047	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 539	2/15/2008	1048	$	20,000.00	Arbitration Order

* **Escrow Agent did not pay these amounts. Paid by Diocese prior to Escrow Agent receiving funds.**

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Claimant	Date	Check #	Amount	Description
The Richter Firm, LLC for DOE 516	2/15/2008	1049	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 517	2/15/2008	1050	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 518	2/15/2008	1051	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 519	2/15/2008	1052	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 547	2/15/2008	1053	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 520	2/15/2008	1054	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 521	2/15/2008	1055	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 522	2/15/2008	1056	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 523	2/15/2008	1057	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 524	2/15/2008	1058	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 525	2/15/2008	1059	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 548	2/15/2008	1060	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 535	2/15/2008	1061	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 536	2/15/2008	1062	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 526	2/15/2008	1063	$ 10,000.00	Arbitration Order
The Richter Firm, LLC for DOE 527	2/15/2008	1064	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 553	2/15/2008	1065	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 528	2/15/2008	1066	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 529	2/15/2008	1067	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 542	2/15/2008	1068	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 530	2/15/2008	1069	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 602	2/15/2008	1070	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 605	2/15/2008	1071	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 606	2/15/2008	1072	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 608	2/15/2008	1073	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 609	2/15/2008	1074	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 610	2/15/2008	1075	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 621	2/15/2008	1076	$ 20,000.00	Arbitration Order
Walter S. Ameika for DOE 614	2/15/2008	1077	$ 20,000.00	Arbitration Order
Barr, Unger & McIntosh, LLC for DOE 623	2/15/2008	1078	$ 20,000.00	Arbitration Order
Arthur E. White, Jr. for DOE 618	2/15/2008	1079	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 540	2/15/2008	1080	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 541	2/15/2008	1081	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 509	2/15/2008	1082	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 101	2/15/2008	1083	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 102	2/15/2008	1084	$ 55,000.00	Arbitration Order
The Richter Firm, LLC for DOE 202	2/15/2008	1085	$ 40,000.00	Arbitration Order
The Richter Firm, LLC for DOE 203	2/15/2008	1086	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 301	2/15/2008	1087	$ 125,000.00	Arbitration Order
The Richter Firm, LLC for DOE 302	2/15/2008	1088	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 303	2/15/2008	1089	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 308	2/15/2008	1090	$ 40,000.00	Arbitration Order
The Richter Firm, LLC for DOE 304	2/15/2008	1091	$ 60,000.00	Arbitration Order

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Claimant	Date	Check #		Amount	Description
The Richter Firm, LLC for DOE 305	2/15/2008	1092	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE 307	2/15/2008	1093	$	60,000.00	Arbitration Order
The Richter Firm, LLC for DOE 306	2/15/2008	1094	$	55,000.00	Arbitration Order
The Richter Firm, LLC for DOE 401	2/15/2008	1095	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE 402	2/15/2008	1096	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE 403	2/15/2008	1097	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE 404	2/15/2008	1098	$	125,000.00	Arbitration Order
The Richter Firm, LLC for DOE 405	2/15/2008	1099	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE 406	2/15/2008	1100	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE 407	2/15/2008	1101	$	75,000.00	Arbitration Order
The Richter Firm, LLC for DOE 408	2/15/2008	1102	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE 409	2/15/2008	1103	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE 410	2/15/2008	1104	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE 406	2/15/2008	1105	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 411	2/15/2008	1106	$	75,000.00	Arbitration Order
The Richter Firm, LLC for DOE 420	2/15/2008	1107	$	70,000.00	Arbitration Order
The Richter Firm, LLC for DOE 412	2/15/2008	1108	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 414	2/15/2008	1109	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE 415	2/15/2008	1110	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE 416	2/15/2008	1111	$	125,000.00	Arbitration Order
The Richter Firm, LLC for DOE 616	2/15/2008	1112	$	125,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 603	2/15/2008	1113	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 604	2/15/2008	1114	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 607	2/15/2008	1115	$	200,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 611	2/15/2008	1116	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 612	2/15/2008	1117	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 613	2/15/2008	1118	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE 620	2/15/2008	1119	$	70,000.00	Arbitration Order
Barr, Unger & McIntosh, LLC for DOE 615	2/15/2008	1120	$	200,000.00	Arbitration Order
Pro Se - Doe 601	2/15/2008	1121	$	200,000.00	Arbitration Order
Pro Se - Doe 619	2/15/2008	1128	$	315.00	Control No. 43
Pro Se - Doe 619	2/15/2008	1129	$	59,685.00	Arbitration Order
Pro Se - Doe 622	2/15/2008	1123	$	20,000.00	Arbitration Order
Pro Se - Doe 624	2/15/2008	1124	$	20,000.00	Arbitration Order
Pro Se - Doe 625	2/15/2008	1125	$	20,000.00	Arbitration Order
Pro Se - Doe 627	2/15/2008	1130	$	195.00	Control No. 42
Pro Se - Doe 627	2/15/2008	1131	$	149,805.00	Arbitration Order
The Richter Firm, LLC for DOE 628	2/20/2008	1134	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE 413	2/27/2008	1136	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE 418	3/6/2008	1151	$	40,193.87	Arbitration Order
David K. Haller, Esq. Escrow for DOE 418	3/6/2008	1152	$	159,806.13	Arbitration Order

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Claimant	Date	Check #	Amount	Description
The Richter Firm, LLC for DOE 419	3/6/2008	1149	$ 40,143.24	Arbitration Order
David K. Haller, Esq. Escrow for DOE 419	3/6/2008	1150	$ 159,856.76	Arbitration Order
Pro Se - Doe 650	3/6/2006	1148	$ 20,000.00	Arbitration Order
Total Claimant			$ 7,615,000.00	

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 7, 2008

Total Non Claimant	$ 2,695,100.76	
Total Settlement	$ 12,000,000.00	($ 5 M & $ 7 M)
Avaliable for Claimants	$ 9,304,899.24	
Total Claimant	$ 7,615,000.00	
Amount Over (does not include interest income)	$ 1,689,899.24	

Cash Proof

Initial Pool of Funds	$ 5,000,000.00	
Second Pool of Funds	$ 7,000,000.00	
Spent to Date	$ 10,310,100.76	
Net	$ 1,689,899.24	
Add: Interest Income		
9/30/2007	$ 398.43	
10/31/2007	$ 4,365.10	
11/30/2007	$ 3,428.21	
12/31/2007	$ 3,289.91	
1/31/2008	$ 3,114.12	
2/29/2008	$ 11,828.89	
3/31/2008	$ -	
Cash in Bank	$ 1,716,323.90	

Arbitrator Awards Paid to date $ 7,065,000.00

3/7/08 - I approve this accounting of class settlement funds.

Marie D. Hoffman

W. Ellison Dorchester

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

John Doe Class Action Settlement Account
General Ledger - Period Ending 3/07/08

Date	Mt	Reference	Account	Description	Current	Year-to-Date
Beginning Balance			1000	Cash in Bank - BKSC		2,147,381.54*
3/6/08	3	1147	1000	Judy Kramer	-63.20	
3/6/08	3	1148	1000	Pro Se 650	-20,000.00	
3/6/08	3	1149	1000	The Richter Firm, LLC	-40,143.24	
3/6/08	3	1150	1000	David K. Haller, Esq.	-159,856.76	
3/6/08	3	1151	1000	The Richter Firm, LLC	-40,193.87	
3/6/08	3	1152	1000	David K. Haller, Esq.	-159,806.13	
3/7/08	3	1153	1000	Haynsworth Sinkler Boyd	-2,450.00	
3/7/08	3	1154	1000	W. Ellison Thomas, CPA	-8,544.44	
				Ending Balance =	-431,057.64*	1,716,323.90**

8 Transactions

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

THE RICHTER FIRM, LLC

Attorneys & Counselors at Law

622 Johnnie Dodds Boulevard
P. O. Drawer 1089
Mount Pleasant, South Carolina 29465

Lawrence E. Richter, Jr.
Alice Anne Richter
William H. Waring, III
Harper L. Todd*

*(Admitted only in GA)

Telephone: (843) 849-6000

Telefax: (843) 881-1400

April 28, 2008

VIA HAND DELIVERY
A. Peter Shahid, Jr., Esquire
Shahid Law Office, LLC
89 Broad Street
Charleston, SC 29401

In Re: Doe, et al vs. Diocese of Charleston, et al

Dear Peter:

Here are the funds you are entitled to. Pursuant to our telephone conversation of today's date, we understand that you will hold these funds in trust for now.

Very truly yours,

Lawrence E. Richter, Jr.

LER/lwh
Enclosure

cc: David K. Haller, Esq.

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

ELECTRONICALLY FILED - 2022 Dec 06 4:34 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

RICHTER & HALLER, LLC
TRUST ACCOUNT
P.O. DRAWER 1089
MOUNT PLEASANT, SC 29465

FIRST CITIZENS BANK AND TRUST COMPANY
MOUNT PLEASANT, SC 29464

67-148/532

2087
NUMBER

PAY **** ONE HUNDRED THOUSAND & 0/100 DOLLARS

TO THE ORDER OF

A. PETER SHAHID, JR., ESQUIRE
SHAHID LAW OFFICE, LLC
89 BROAD STREET
CHARLESTON, SC 29401

DATE 04/28/08

AMOUNT $ **100000.00

THIS DOCUMENT C[redacted]AT SENSITIVE INK. TOUCH OR PRESS HERE. ALTERED IMAGE DISAPPEARS WITH HEAT.

⑈00 208 7⑈ [redacted]

RICHTER & HALLER, LLC - TRUST ACCOUNT
MOUNT PLEASANT, SC 29465

NUMBER 2087

Vendor ID:

Name: A. PETER SHAHID, JR., ESQUIRE
Check Date: 04/28/08
Check Amount: 100,000.00

MEMO:
RE: DIOCESE OF CHARLESTON CASE
03CIV037

RICHTER & HALLER, LLC - TRUST ACCOUNT
MOUNT PLEASANT, SC 29465

2087

Vendor ID:

Name: A. PETER SHAHID, JR., ESQUIRE
Check Date: 04/28/08
Check Amount: 100,000.00

MEMO:
RE: DIOCESE OF CHARLESTON CASE
03CIV037

SF16001-1
SAFEGUARD LITHO USA SFSL-1M - DK7S08111M
REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR. IF UNKNOWN, CALL 800-523-2422
HJC85T0010000 T04SF010462

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF DORCHESTER	)	**FOR THE FIRST JUDICIAL CIRCUIT**
JOHN DOE #53, et al.,	)	**Case Nos. 06-CP-18-1310, 1311, 1636**
	)	
Plaintiffs,	)	**SUPPLEMENTAL**
	)	**AFFIDAVIT OF JOHN P. FREEMAN**
vs.	)	**IN SUPPORT OF CLASS ACTION**
	)	**SETTLEMENT APPROVAL AND**
THE BISHOP OF CHARLESTON,	)	**CLASS COUNSEL'S FEE PETITION**
A CORPORATION SOLE, et al.,	)	**TO CORRECT ERROR IN PRIOR**
	)	**AFFIDAVIT**
Defendants.	)	
	)	

PERSONALLY APPEARED before me John P. Freeman who deposes and states:

1. It has come to my attention that I made an error in my affidavit previously filed in these matters regarding legal fees. Paragraph 6 of that affidavit contains an incorrect interpretation by me of the settlement agreement. I stated that fees would be paid outside the common fund, rather than from it. I was in error. The impact on my affidavit's findings and conclusions, however, is immaterial. A $2.5 million fee paid from a $12 million common fund represents a fee of less than 21 percent of the common fund ($2.5 million/$12 million). My affidavit incorrectly envisioned a $2.5 million fee paid in addition to a $12 million common fund, representing a fee of slightly more than 17 percent of the total sum promised ($2.5 million/$14.5 million).

2. The calculation error is small; it has no impact on my opinions as expressed in the affidavit. As I stated in my first affidavit, the Supreme Court has held that in class actions generally, "fees ordinarily 'range from 20 percent to 30 percent of the common fund created.'" *Condon v. State*, 354 S.C. 634, 644, n.8 583 S.E.2d 430, 435 n.8 (2003) (citing and relying on *Paul, Johnson, Alston*

& Hunt v. Graulty, 886 F.2d 268, 272 (9th Cir.1989)). The fee awarded in this case is within the normal range mentioned by the Supreme Court, and at the lower end of the scale.

3. I continue to adhere to views expressed in my affidavit that the settlement in the Diocese case was fair, reasonable and adequate and that the fee petition was meritorious.

4. Further affiant sayeth not.

John P. Freeman

SWORN TO AND SUBSCRIBED BEFORE ME

this 28th day of February 2009

Notary Public

My Commission Expires: 7/7/2018

W. ELLISON THOMAS
CERTIFIED PUBLIC ACCOUNTANT

MEMBER OF AMERICA INSTITUTE
AND SOUTH CAROLINA ASSOCIATION
OF CERTIFIED PUBLIC ACCOUNTANTS

109-A SIMMONS STREET
MT. PLEASANT, SOUTH CAROLINA 29464
TELEPHONE: (843) 881-9666
FACSIMILE: (843) 881-9008
EMAIL: AMTKSC@AOL.COM

March 24, 2009

Via Hand Delivery
Shahid Law Firm, LLC
A. Peter Shahid, Jr.
89 Broad Street
Charleston, SC 29401

RE: John Doe #53 et al vs. The Diocese of Charleston

Dear Peter:

Enclosed you will find certified funds for $ 3,493.90 which is the amount of the remaining funds based on the March 19, 2009 report (enclosed) for the original $ 12 million pool in the above referenced matter. You will also find a copy of the final bank statement for this account.

Please call me if you have any questions or need any additional information.

With kindest regards,

Ellie

W. Ellison Thomas, CPA, CVA

Enclosures

cc: Larry Richter
Marvin Infinger

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Category	Date	Check #		Amount	Description
Class Counsel - Fees					
Richter & Haller, LLC	9/4/2007	Wire	$	2,500,000.00	Court Order
Class Counsel - Expenses					
Richter & Haller, LLC	9/4/2007	Wire	$	100,991.36	Court Order
The Richter Firm, LLC	1/8/2008	1002	$	8,245.15	Partial - Control No. 6
The Richter Firm, LLC	2/10/2008	1009	$	835.70	Control No. 5
The Richter Firm, LLC	2/10/2008	1010	$	2,052.71	Partial - Control No. 6
The Richter Firm, LLC	2/27/2008	1144	$	596.20	Control No. 47
Arbitrator					
Marvin Infinger, Esq.	2/27/2008	1139	$	29,541.69	Control No. 40
Marvin Infinger, Esq.	3/7/2008	1153	$	2,450.00	Control No. 51
Counseling					
Dr. L. Randolph Waid	1/24/2008	1005	$	10,425.00	8 - 12, 14 - 19, 21 - 23
Dr. L. Randolph Waid	2/10/2008	1012	$	5,250.00	Contol No.s 24 - 30
Dr. L. Randolph Waid	2/20/2008	1135	$	1,875.00	Control No.s 32,33,34
Dr. L. Randolph Waid	2/27/2008	1137	$	1,875.00	Control Nos. 35 -38
Escrow Agent					
W. Ellison Thomas, CPA	1/8/2008	1003	$	2,635.00	Partial - Control No. 7
W. Ellison Thomas, CPA	1/8/2008	1004	$	5,657.50	Control No. 20
W. Ellison Thomas, CPA	2/10/2008	1011	$	2,555.22	Partial - Control No. 7
W. Ellison Thomas, CPA	2/10/2008	1013	$	2,247.50	Control No. 31
W. Ellison Thomas, CPA	3/7/2008	1154	$	8,544.44	Control No. 52
Other					
Desa Ballard, Esq.	11/27/2007	1001	$	2,966.93	Control No. 1
Bank Fees	1/31/2008		$	10.00	Wire Fee
Process Service, Inc.	2/10/2008	1006	$	75.00	Control No. 2
Conferencecall.com	2/10/2008	1007	$	35.66	Control No. 3
Palmetto Investigative, Inc.	2/10/2008	1008	$	1,549.00	Control No. 4
Conferencecall.com	2/27/2008	1138	$	14.42	Control No. 39
Clark & Associates, Inc.	2/27/2008	1140	$	3,228.50	Control No. 43
Process Service, Inc.	2/27/2008	1141	$	170.00	Control No. 44
Dr. John Roberts, MD	2/27/2007	1142	$	85.00	Control No. 45
Dr. Sally M. Duffy Ph.D.	2/27/2008	1143	$	400.00	Control No. 46
Dr. Cathy Mintzer	2/27/2008	1145	$	500.00	Control No. 48
David K. Haller, Esq.	2/27/2008	1146	$	225.58	Control No. 49
Judy Kramer	3/6/2008	1147	$	63.20	Control No. 50
David K. Haller, Esq.	3/17/2009	1161	$	1,300.00	Arbitration Order
Total Non Claimant			$	2,696,400.76	

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Claimant	Date	Check #		Amount	Description
John Doe 53	*	*	$	160,000.00	Settlement Agreement
John Doe 66	*	*	$	100,000.00	Settlement Agreement
John Doe 66A	*	*	$	100,000.00	Settlement Agreement
John Doe 67	*	*	$	100,000.00	Settlement Agreement
Jane Doe A	10/23/2007	1	$	30,000.00	Settlement Agreement
Jane Doe B	10/23/2007	2	$	30,000.00	Settlement Agreement
Rachel Roe	10/23/2007	3	$	30,000.00	Settlement Agreement
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1014	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1015	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1016	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1017	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1018	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1019	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1020	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1021	$	10,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1022	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1023	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1024	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1025	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1026	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1027	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1028	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1029	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1030	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1031	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1032	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1033	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1034	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1035	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1036	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1037	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1038	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1039	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1040	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1041	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1042	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1043	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1044	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1045	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1046	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1047	$	20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1048	$	20,000.00	Arbitration Order

* **Escrow Agent did not pay these amounts. Paid by Diocese prior to Escrow Agent receiving funds.**

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Claimant	Date	Check #	Amount	Description
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1049	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1050	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1051	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1052	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1053	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1054	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1055	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1056	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1057	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1058	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1059	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1060	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1061	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1062	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1063	$ 10,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1064	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1065	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1066	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1067	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1068	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1069	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1070	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1071	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1072	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1073	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1074	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1075	$ 20,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE [redacted]	2/15/2008	1076	$ 20,000.00	Arbitration Order
Walter S. Ameika for DOE [redacted]	2/15/2008	1077	$ 20,000.00	Arbitration Order
Barr, Unger & McIntosh, LLC for DOE [redacted]	2/15/2008	1078	$ 20,000.00	Arbitration Order
Arthur E. White, Jr. for DOE [redacted]	2/15/2008	1079	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1080	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1081	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1082	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1083	$ 20,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1084	$ 55,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1085	$ 40,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1086	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1087	$ 125,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1088	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1089	$ 100,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1090	$ 40,000.00	Arbitration Order
The Richter Firm, LLC for DOE [redacted]	2/15/2008	1091	$ 60,000.00	Arbitration Order

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Claimant	Date	Check #		Amount	Description
The Richter Firm, LLC for DOE	2/15/2008	1092	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1093	$	60,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1094	$	55,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1095	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1096	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1097	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1098	$	125,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1099	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1100	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1101	$	75,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1102	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1103	$	175,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1104	$	200,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1105	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1106	$	75,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1107	$	70,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1108	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1109	$	150,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1110	$	100,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1111	$	125,000.00	Arbitration Order
The Richter Firm, LLC for DOE	2/15/2008	1112	$	125,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1113	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1114	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1115	$	200,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1116	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1117	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1118	$	150,000.00	Arbitration Order
McGowan, Hood, Felder & Johnson, LLC for DOE	2/15/2008	1119	$	70,000.00	Arbitration Order
Barr, Unger & McIntosh, LLC for DOE	2/15/2008	1120	$	200,000.00	Arbitration Order
Pro Se - Doe	2/15/2008	1121	$	200,000.00	Arbitration Order
Pro Se - Doe	2/15/2008	1128	$	315.00	Control No. 43
Pro Se - Doe	2/15/2008	1129	$	59,685.00	Arbitration Order
Pro Se - Doe	2/15/2008	1123	$	20,000.00	Arbitration Order
Pro Se - Doe	2/15/2008	1124	$	20,000.00	Arbitration Order
Pro Se - Doe	2/15/2008	1125	$	20,000.00	Arbitration Order
Pro Se - Doe	2/15/2008	1130	$	195.00	Control No. 42
Pro Se - Doe	2/15/2008	1131	$	149,805.00	Arbitration Order
The Richter Firm, LLC for	2/20/2008	1134	$	20,000.00	Arbitration Order
The Richter Firm, LLC for	2/27/2008	1136	$	175,000.00	Arbitration Order
The Richter Firm, LLC for	3/6/2008	1151	$	40,193.87	Arbitration Order
David K. Haller, Esq. Escrow for	3/6/2008	1152	$	159,806.13	Arbitration Order

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Claimant	Date	Check #		Amount	Description
The Richter Firm, LLC for DOE [redacted]	3/6/2008	1149	$	40,143.24	Arbitration Order
David K. Haller, Esq. Escrow for DOE [redacted]	3/6/2008	1150	$	159,856.76	Arbitration Order
Pro Se - Doe [redacted]	3/6/2006	1148	$	20,000.00	Arbitration Order
David K. Haller, Esq. Escrow for DOE [redacted]	3/6/2008	1152	$	(159,806.13)	CHECK RETURNED
David K. Haller, Esq. Escrow for DOE [redacted]	3/6/2008	1150	$	(159,856.76)	CHECK RETURNED
David K. Haller, Esq. for DOE [redacted]	3/19/2008	1155	$	85,000.00	Arbitration Order
David K. Haller, Esq. for DOE [redacted]	3/19/2008	1156	$	20,000.00	Arbitration Order
ORNL Credit Union for DOE [redacted]	3/28/2008	1158	$	139,856.76	Arbitration Order
Prudential Assigned for DOE [redacted]	3/31/2008	1159	$	74,806.13	Arbitration Order
Prudential Assigned for DOE [redacted]	3/17/2009	1159	$	(74,806.13)	CHECK RETURNED
David K. Haller, Esq. Escrow for DOE [redacted]	3/17/2009	1162	$	74,806.13	Arbitration Order- Amended
Total Claimant			$	7,615,000.00	

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Total Non Claimant	$ 2,696,400.76	
Total Settlement	$ 12,000,000.00	($ 5 M & $ 7 M)
Avaliable for Claimants	$ 9,303,599.24	
Total Claimant	$ 7,615,000.00	
Amount Over (does not include interest income)	$ 1,688,599.24	

JOHN DOE CLASS ACTION SETTLEMENT ACCOUNT
SETTLEMENT & ARBITRATION AGREEMENT
DATED JANUARY 12, 2007

March 19, 2009

Cash Proof

Initial Pool of Funds	$	5,000,000.00
Second Pool of Funds	$	7,000,000.00
Spent to Date	$	10,311,400.76
Net	$	1,688,599.24
Add: Interest Income		
9/30/2007	$	398.43
10/31/2007	$	4,365.10
11/30/2007	$	3,428.21
12/31/2007	$	3,289.91
1/31/2008	$	3,114.12
2/29/2008	$	11,828.89
3/31/2008 **	$	3,686.86
4/30/2008	$	1,144.46
5/31/2008	$	22.85
6/30/2008	$	23.62
7/31/2008	$	23.63
8/31/2008	$	22.11
9/30/2008	$	24.40
10/31/2008	$	18.31
11/30/2008	$	12.21
12/31/2008	$	14.39
1/31/2009	$	13.08
2/28/2009	$	12.21
Less: Check 1157 to Diocese	$	(1,716,323.90)
Less: Check 1163 to Diocese	$	(3,493.90)
Less Bank Fees 04/30/08	$	(207.69)
Less Bank Fees 12/31/08	$	(11.40)
Less Bank Fees 01/31/09	$	(16.14)
Net Bank Fees 02/28/09	$	11.00
Cash in Bank	$	(0.00)

** Interest Income will be returned to Diocese

Arbitrator Awards Paid to date	$	7,065,000.00

Closing_Statement[1]

515 00001 03 PAGE: 1
ACCOUNT: 190030860 03/23/2009

W ELLISON THOMAS CPA
ESCROW AGENT FOR JOHN DOE
CLASS ACTION SETTLEMENT ACCT <C> 30
109A SIMMONS STREET 0
MT PLEASANT SC 29464 3

* * * F I N A L S T A T E M E N T * * *

An Important Message for our Customers

Many of you have seen an increase in your service charge over the last few months. This increase is a result of the decline in interest rates. Service charges on your account are determined by an analysis system. We offset the expenses for services rendered on your account with an earnings credit computed for your account. We have not increased the fees we use to compute your expenses. Rather, the increase in service charges is the result of a decrease in the 91-Day U.S. Treasury Bill rate used to calculate the earnings credit. That rate dropped from 3.39% in December 2007 to 0.30% in December 2008. Although the rate has now dropped below 0.10%, we have held it at the December 2008 level for your benefit. We appreciate your business and are glad to be able to provide this assistance during these tough economic times.

NON-PERSONAL NOW ACCOUNT 190030860

		LAST STATEMENT 02/27/09	79,600.03
INTEREST PAID 2009	25.29	CREDITS	.00
		3 DEBITS	79,600.03
		THIS STATEMENT 03/23/09	.00

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
1161 03/19 1,300.00	1162 03/19 74,806.13	

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
CLOSING WITHDRAWAL	03/20	3,493.90

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
03/19 3,493.90	03/20 .00	

- END OF STATEMENT -

Record on Appeal - 1187

SHAHID LAW OFFICE, LLC

A. PETER SHAHID, JR.
89 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401

OFFICE: (843) 853-4500
FAX: (843) 722-1119
SHAHIDLO@BELLSOUTH.NET

ELECTRONICALLY FILED - 2022 Dec 06 4:44 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

April 15, 2009

The Honorable Diane S. Goodstein
First Judicial Circuit
101 Ridge Street
St. George, SC 29477

RE: John Doe #53 *et al* v. The Diocese of Charleston
Case No.: 06-CP-18-1310, 1311 & 1636

Dear Judge Goodstein:

Please find enclosed a Consent Order of Dismissal with Prejudice executed by Mr. Richter and myself in regard to the above captioned matter. If this Order meets with your approval I would appreciate your signing and forwarding it the Clerk's office to be filed. I am also enclosing five copies and a self-addressed stamped envelope.

Thank you for your kind attention to this matter.

Sincerely,

A. Peter Shahid, Jr.
General Counsel

Enclosure: as stated above

cc: Mr. Lawrence E. Richter, Jr., Esq.

000016

ELECTRONICALLY FILED - 2022 Dec 06 4:44 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NO. 06-CP-18-1310
	)	CASE NO. 06-CP-18-1311
	)	CASE NO. 06-CP-18-1636
JOHN DOE #53, JOHN DOE #66, JOHN DOE #66A, JOHN DOE #67, JANE DOE #1 JANE DOE #2, AND RACHEL ROE, individually, and as representative of a class of people similarly situated,	)	
Plaintiff,	)	
vs.	)	CONSENT ORDER OF DISMISSAL WITH PREJUDICE
THE BISHOP OF CHARLESTON, A CORPORATION SOLE, AND THE BISHOP OF THE DIOCESE OF CHARLESTON, IN HIS OFFICIAL CAPACITY,	)	
Defendants.	)	

WHEREAS, the parties, by and through their undersigned counsel have notified the Court that all respective duties, obligations, and responsibilities pursuant to the Settlement and Arbitration Agreement ("Agreement") executed by the parties on January 12, 2007, and approved by subsequent Order of the Court dated July 30, 2007 have been fulfilled and completed. Furthermore, all respective duties, obligations, and responsibilities pursuant to subsequent orders issued by the Court regarding matters pending in this case dated August 31, 2007, February 3, 2009 and February 12, 2009 ("Orders"), have been fulfilled and completed; and

WHEREAS, the parties, by and through their undersigned counsel, having fulfilled and completed all respective duties, obligations, and responsibilities pursuant to said Agreement and Orders, hereby agree to the dismissal WITH PREJUDICE all alleged causes of action in the

above-referenced matters, pursuant to Rule 41(a)(1)(B), SCRCP;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

That pursuant to Rule 41(a)(1)(B), SCRCP, all alleged causes of action in the above-referenced matters are DISMISSED, WITH PREJUDICE.

AND IT IS SO ORDERED!

_____
The Honorable Diane S. Goodstein
Presiding Judge

This _____ day of _____, 2009

_____, South Carolina

WE CONSENT:

RICHTER & HALLER, LLC

By: _____
Lawrence E. Richter, Jr.
David K. Haller
Post Office Drawer 1089
Mt. Pleasant, SC 26465
(843) 849-6000

PLAINTIFFS' CLASS COUNSEL

WE CONSENT:

SHAHID LAW OFFICE, LLC

By: _____
A. Peter Shahid, Jr.
89 Broad Street
Charleston, SC 29401
(843) 853-4500

ATTORNEY FOR DEFENDANTS

000018

ELECTRONICALLY FILED - 2022 Dec 06 4:44 PM - DORCHESTER - COMMON PLEAS - CASE#2006CP1801310

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

JAMES L. BRUNER, P.A.*
WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.

* Of Counsel
** Also Admitted in District of Columbia

WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III
BRYAN M.J. TRIPLETT

AUTHOR'S E-MAIL: BBRUNER@BRUNERPOWELL.COM

June 22, 2016

VIA U.S. MAIL
The Honorable Cheryl L. Graham
Dorchester County Clerk of Court
5200 E. Jim Bilton Boulevard
St. George, SC 29477

2016 JUN 24 AM 11:51
CLERK OF COURT
DORCHESTER COUNTY

Re: ***John Doe 53, et al. v. The Bishop of Charleston, et. al.***
C/A Nos.: 2006-CP-18-01310 and 1311
Our File No. 3-716-134.200

Dear Mrs. Graham:

We recently received notice that Allen Sires filed a Motion for a Post-Award Fairness Hearing in the above-referenced cases on May 11, 2016. This morning, I learned that Mr. Sires has contacted your office requesting that the Motion be scheduled for a hearing. For scheduling purposes, I am forwarding you a copy of the Order the Supreme Court issued on June 12, 2015 assigning these cases to Judge Nicholson.

With my kindest regards, I am

Very truly yours,

Benjamin C. Bruner

BCB/gh
Enclosure

cc: The Honorable J.C. Nicholson, Jr.
A. Peter Shahid, Jr., Esq.
Susan Taylor Wall, Esq.
Gregg Meyers, Esq.
(w/encl.)

The Supreme Court of South Carolina

John Doe #53, John Doe 66, John Doe 66A, John Doe 67, Jane Doe 1 and Jane Doe 2 and Rachel Roe individually and as representatives of a class of people similarly situated,

Plaintiffs,

v.

The Bishop of Charleston, a Corporation Sole, and The Bishop of the Diocese of Charleston, in his official capacity,

Defendants.

2016 JUN 24 AM 11:51
CLERK OF COURT
DORCHESTER COUNTY

Dorchester County
2006-CP-18-01310
2006-CP-18-01311
2006-CP-18-01636

ORDER

IT IS ORDERED that the Honorable J. C. Nicholson, Jr., retired Circuit Court Judge of the Tenth Judicial Circuit, be vested with exclusive jurisdiction to hear and dispose of the above case. Judge Nicholson shall decide all matters pertaining to this case, and pursuant to this assignment shall retain jurisdiction over this case regardless of where he may be assigned to hold court and may schedule such hearings as may be necessary at any time without regard as to whether there is a term of court scheduled. Pursuant to this assignment, he is to have and exercise all powers and duties appertaining to a Circuit Judge of the First Judicial Circuit while presiding over this matter.

The previous order dated April 30, 2013 assigning this case to the late Honorable Ernest J. Kinard, Jr. is hereby rescinded.

Jean Hoefer Toal
Chief Justice

June 12, 2015
Columbia, South Carolina

Gregg Meyers
Attorney at Law

217 Lucas Street, Unit F-1
Mt. Pleasant SC 29464
attygm@gmail.com
843/324-1589

November 16, 2022

Via email to: htaylorsc@sccourts.org

Hon. Heath P. Taylor

Re: 2006 class action settlement, 2006-CP-18-1310, -1311, -1646
2016 *pro se* motion for post-award fairness hearing
2022 motions to intervene and for post-award fairness hearing

Dear Judge Taylor:

Your Honor has been assigned this never-closed class action and has requested an in-chambers meeting at 11 a.m. on November 23.

Given the history of this class settlement, which seems (and is alleged to have been) collusive, we prefer all proceedings to be on the record, but we will of course appear as requested by the court. From our perspective the case has had many irregularities.

The purpose of this letter is to give the court a summary of what is before the court, from the perspective of two class members who I now represent.

Two motions are pending, one a *pro se* motion from a class representative alleging, among other things, improper conduct by class counsel. That motion has been pending since 2016. The other motions were filed in August 2022 by the McDonalds, class members whom counsel now represents.

Conflicts exist between class members and class counsel.

Some discovery should be permitted before the motions are heard, to include a proper accounting of all funds actually paid to class counsel by each class claimant. Those funds have never been disclosed to either the court or the class. Class counsel's actual performance in implementing the class settlement has never been fully disclosed or reviewed.

Also before any post-award fairness hearing, notice should be given to each class claimant, and that notice should at minimum detail at least some of the present allegations which have never been disclosed to class members, including:

(a) class counsel's conflicts of interest as to the Diocese, of which he was not only a life-long member but an official, functioning for the Diocese even during the class action. Also, according to class counsel's own account, because his Bishop requested it, class counsel agreed to eliminate the notice to out-of-state class members that was originally proposed,

(b) the fees class counsel charged class members which no order authorized and which have not been disclosed to the court,

(c) the fee the court ordered be paid before any class member had even been identified, let alone compensated, which fee class counsel did not disclose before charging class members additional, unauthorized fees,

(d) that the parties had disclosed to neither the court nor to the class that a contingency fee payment had been made to class counsel in 2006, paying class counsel for nearly 100% of the time class counsel then submitted in 2007 to support the court awarded fee,

(e) that class counsel and/or class representatives used class funds to fund settlement terms for class objectors,

(f) that the settlement terms for class objectors were better than the terms for class members, never disclosed to class members,

(g) that after choosing the judge who would review and approve the class settlement the parties agreed to elevate class counsel's fee interest above class member recovery and agreed that any residual class funds would revert to the Diocese, and

(h) that the parties misrepresented to the judge they had chosen that any absent member of the class would receive the benefits of the class action even if an absent member had not received notice, a representation that was not true.

This is a minimum list of issues about which the class should be given notice before any post-award fairness hearing is held, so each class member can decide whether to participate in the hearing.

In March, 2009 the South Carolina Supreme Court ordered this class action be concluded by September 2009. That order was ignored by the parties and the circuit judge the parties had chosen. We contend that was done so as to avoid direct appellate review.

In 2014 the South Carolina Supreme Court decided *Doe v. Bishop*, 754 S.E.2d 494, 501 (S.C. 2014), concerning issues raised by absent members of this class action. The court held:

> Should appellants establish on remand that they were denied due process owing to *lack of notice or because of inadequate representation in the class action proceedings*, and that the statute of limitations was tolled, they may proceed to further prosecution of their claims.

Despite that holding, the depositions of class counsel have not been permitted to date. Those depositions are vital to any post-award fairness hearing.

The proceedings of this class action are, mildly stated, a mess. Sexual abuse victims continue to be affected. To date, those trying to point out what Justice Kittredge, in the 2013 oral argument in *Doe v. Bishop* described as "serious allegations," have been unable to have the merits of those "serious allegations" addressed. The proceedings before your Honor might be the first to reach the merits.

Sincerely,

Gregg Meyers

c: bbruner@brunerpowell.com

cclark@brunerpowell.com
rdukes@turnerpadget.com
allensires@icloud.com
htaylorlc@sccourts.org