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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas**

Perry H. Gravely, Circuit Court Judge

Appellate Case No.: 2023-001889

Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor, and Ada Alvarez, individually and on behalf of all similarly situated individuals,

Respondents.

v.

Raymond A. Wedlake a/k/a R. Allan Joy,

Appellant.

**RESPONDENTS' SUPPLEMENTAL
RECORD ON APPEAL**

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October 3, 2024

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INDEX

(For ease, page numbers begin where Record on Appeal of Appellant leaves off. All references in briefing are noted as “R. p. ___”, in the same manner as the Record on Appeal of Appellant.)

Order of Circuit Court

Class Certification Order dated December 28, 2020

375-379

Trial Transcript

Transcript of Record for Nov. 27-30, 2023	380
Pretrial Matters	385
Opening Statement of Plaintiff	450
Opening Statement of Defendant	453
Plaintiffs’ Case in Chief	
Direct Examination of Benjamin Acord	456
Cross Examination of Benjamin Acord	507
Re-direct Examination of Benjamin Acord	519
Direct Examination of Mona Craigo	523
Cross Examination of Mona Craigo	573
Re-direct Examination of Mona Craigo	604
Direct Examination of Beverly Taylor	607
Direct Examination of Ada Alvarez	612
Cross Examination of Ada Alvarez	617
Re-direct Examination of Ada Alvarez	638
Motions	640
Defendant’s Case in Chief	
Direct Examination of Raymond Allan Joy	653
Cross Examination of Raymond Allan Joy	692
Motions	703
Closing Arguments	
Plaintiffs’ Closing Argument	723
Defendant’s Closing Argument	737
Reply by Plaintiffs	757
Jury Charges	759
Verdict	779
Post-Trial Motions	780
Exhibits (<i>Only Respondents’ exhibits <u>not</u> included by Appellant are provided here.</i>)	
P-13: 11/25/19 J. Stilwell’s Order, Case 0269	788
P-14: 12/3/19 Depo Subpoenas, Case 0269	792
P-17: 12/17/19 Motion to Quash, Case 0269	801
P-18: 12/17/19 Rehearing Motion Denied, Case 0269	803
P-21: 2/20/20 J. Stilwell’s Order, Case 0269	806
P-22: 3/13/20 J. Miller’s Order, Case 1501	809
P-25: Supreme Court Dismissal, Case 6301	820
P-27: 5/10/21 Circuit Ct. Denial of Appeal, Case 5996	822
P-28: 8/9/21 Magistrate’s Order, case 1384	825
P-29: 9/21/21 Appellate Order, Case 6301	835

P-31: 4/27/22 Ct of Appeals Order, Case 0511	844
P-32: 4/27/22 Ct of Appeals Order	850

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Beverly Taylor, Marvin Taylor, and Ada
Alvarez, individually and on behalf of
all similarly situated individuals,
Plaintiffs,

v.

Raymond A. Wedlake,
Defendant,
Third Party Plaintiff,

v.

Board of Directors of Woodington
Homeowners' Association, Inc., as
represented by Mona Craigo, Edward
Decker, and Sandra LaCroix at the time
of filing,
Third Party Defendant.

IN THE COURT OF COMMON PLEAS,

THIRTEENTH JUDICIAL CIRCUIT

Case No. 2020-CP-23-01458

PROPOSED ORDER TO CERTIFY CLASS

This matter came before the Court on Plaintiffs' Motion to Certify Class.

Legal Standard

Class actions are governed by Rule 23 of the South Carolina Rules of Civil

Procedure. Rule 23 sets forth the following prerequisites for a class action:

- (1) the class is so numerous that joinder of all members is impracticable;
- (2) there are questions of law or fact common to the class;
- (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class;
- (4) the representative parties will fairly and adequately protect the interests of the class; and
- (5) in cases in which the relief primarily sought is not injunctive or declaratory with respect to the class as a whole, the amount in controversy exceeds one hundred dollars for each member of the class.

Plaintiffs proposed the following class definition:

All individuals who have been members of the Woodington Homeowners Association from 2017 to the present who have or will have to pay increased fees because of legal bills incurred defending against Defendant Wedlake's lawsuits, have or will suffer from decreased home values because of the ongoing litigation, and have or will suffer other consequential or related damages.

Findings

Having considered Plaintiffs' Motion and Memorandum in Support, affidavits submitted by members of the proposed class, Defendant's Memorandum in Opposition, the record in this case, arguments from the November 30, 2020 hearing on Plaintiffs' motion, and applicable court rules and case law in South Carolina, this Court makes the following findings:

1. The proposed class is so numerous that joinder of all members is impracticable. More specifically, the Woodington neighborhood contains 65 homes (excluding Defendant's own home), with each homeowner being a member of the HOA. There are also additional class members who have since moved from the neighborhood, putting the number of individual class members at even more than 65. Joinder of over 65 plaintiffs is impracticable, and management of this case as a class action is the more efficient and appropriate method.

2. There are questions of law and/or fact common to all class members which predominate the lawsuit. The primary inquiry in this case is whether Defendant abused the Court system in his numerous lawsuits and whether that has resulted in damage to the class members. The issues arising from this inquiry are common to the entire class and predominate over any individual questions. Thus, a class action is the most efficient means of adjudication.

3. Because of the substantial commonality of the predominating questions of law and fact amongst the class members, the claims and/or defenses of the representative parties are typical of the claims or defenses of the class.

4. There is no known adversity between the claims of the representative parties and the remainder of the class which would give rise to any conflict of interest by the class representatives to the detriment of the class. Therefore, the named representatives are able to fairly and adequately able to protect the interests of the purported class.

5. The amount in controversy exceeds one hundred dollars for each member of the class.

6. All requirements under South Carolina Rule of Civil Procedure 23 for class certification are met, and this Court finds that class certification is appropriate and the most efficient manner for adjudication of this matter.

7. The class definition as proposed by Plaintiffs' is sufficiently definite and narrowly defined so as to make clear who is eligible to be a class member. Additionally, the class is appropriately limited to those persons who share the common questions of law and/or fact that predominate this matter.

WHEREFORE, IT IS HEREBY ORDERED:

1. Plaintiffs' Motion to Certify Class is **GRANTED**;
2. The Certified Class is defined as follows:

All individuals who have been members of the Woodington Homeowners Association from 2017 to the present who have or will have to pay increased fees because of legal bills incurred defending against Defendant Wedlake's lawsuits, have or will suffer from decreased home values because of the ongoing litigation, and have or will suffer other consequential or related damages;

3. Additional orders may be implemented by this Court at a later date as necessary to administer this Class Action in accordance with South Carolina Rule of Civil Procedure 23.

IT IS SO ORDERED.

The Honorable Donald B. Hocker
South Carolina Circuit Court Judge



Greenville Common Pleas

Case Caption: Beverly Taylor , plaintiff, et al vs. Raymond A Wedlake , defendant, et al
Case Number: 2020CP2301458
Type: Order/Class Certification

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2020-12-28 13:43:29 page 5 of 5

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2020-CP-23-01458
	)	
	)	
	)	
	)	
BEVERLY TAYLOR, MARVIN TAYLOR,	)	
AND ADA ALVAREZ, INDIVIDUALLY	)	
AND ON BEHALF OF ALL	)	
SIMILARLY SITUATED	)	
INDIVIDUALS,	)	
PLAINTIFFS,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
RAYMOND A. WEDLAKE,	)	
DEFENDANT.	)	
_____	)	

November 27, 28, 29, and 30, 2023
Greenville, South Carolina

B E F O R E:

THE HONORABLE PERRY H. GRAVELY, JUDGE; and a jury.

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

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Attorney for the Plaintiffs

RAYMOND A. WEDLAKE
Pro Se

HOLLIE M. JENKINS
Circuit Court Reporter

I N D E X

(PW) - Denotes Plaintiffs Witness

(DW) - Denotes Defense Witness

Page No.

Pre-Trial Matters.....	6
Jury Qualification.....	22
Jury Selection.....	34

TUESDAY, NOVEMBER 28, 2023

Pre-Trial Matters.....	61
Introductory Remarks by the Court.....	66
Opening Statement by Ms. O'Brian.....	71
Opening Statement by Mr. Wedlake.....	74

(PW) BENJAMIN ACORD:

Direct Examination by Ms. O'Brian.....	77

Matters of Law.....	111

(PW) BENJAMIN ACORD:

Cross-Examination by Mr. Wedlake.....	128
Redirect Examination by Ms. O'Brian.....	140

(PW) MONA CRAIGO:

Direct Examination by Ms. O'Brian.....	144

Matters of Law.....	169

(PW) MONA CRAIGO:

Continued Direct Examination by Ms. O'Brian.....	175
Cross-Examination by Mr. Wedlake.....	194

WEDNESDAY, NOVEMBER 29, 2023

(PW) MONA CRAIGO:

Continued Cross-Examination by Mr. Wedlake.....	209
Redirect Examination by Ms. O'Brian.....	225

(PW) BEVERLY TAYLOR:

Direct Examination by Ms. O'Brian.....	228

INDEX (CONTINUED)Page No.(PW) ADA ALVAREZ:

Direct Examination by Ms. O'Brian.....	233
Cross-Examination by Mr. Wedlake.....	238
Redirect Examination by Ms. O'Brian.....	259

Plaintiff Rests.....	260

Motions.....	261

(DW) RAYMOND WEDLAKE A/K/A RAYMOND ALLAN JOY:

Direct Testimony.....	274
Cross-Examination by Ms. O'Brian.....	313

Defense Rests.....	323

Motions.....	324

THURSDAY, NOVEMBER 30, 2023

Matters of Law.....	327
Closing Argument by Ms. O'Brian.....	344
Closing Argument by Mr. Wedlake.....	358
Reply Closing Argument by Ms. O'Brian.....	378
Charge on the Law by the Court.....	380
Question from the Jury.....	396
Verdict of the Jury.....	400
Certificate of the Court Reporter.....	408

INDEX (CONTINUED)E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EVD.</u>
	(Plaintiffs Exhibits)		
P-1	2001 R. Wedlake Ballot.....	6.....	42
P-3	11/19/16 Letter from R. Wedlake.....	6.....	86
P-4	Lawsuit 1 Complaint-Case 6301.....	6.....	98
P-5	Letters from R. Wedlake.....	6.....	316
P-8	1/30/18 NextDoor Post.....	6.....	117
P-9	4/21/18 Letter to Board.....	6.....	109
P-10	Order of Judgment-Case 6301.....	6.....	107
P-12	9/30/19 Letter from R. Wedlake.....	6.....	165
P-13	11/24/19 Judge Stilwell's Order- Case 0269.....	6.....	162
P-14	12/3/19 Deposition Subpoenas-Case 0269.....	6.....	156
P-16	12/9/19 Letter from R. Wedlake.....	6.....	168
P-17	12/17/19 Motion to Quash-Case 0269.....	6.....	167
P-18	12/17/19 Rehearing Motion Denied- Case 0269.....	6.....	171
P-19	Lawsuit 2 Complaint-Case 0269.....	6.....	151
P-20	Lawsuit 3 Complaint-Case 1501.....	6.....	171
P-21	2/20/20 Judge Stilwell's Order- Case 0269.....	6.....	172
P-22	3/13/20 Judge Miller's Order-Case 1501.....	6.....	172
P-25	Supreme Court Dismissal-Case 6301.....	6.....	121
P-26	R. Wedlake Letter To Supreme Court- Case 6301.....	6.....	121
P-27	5/10/21 Circuit Court Denial of Appeal-Case 5996.....	6.....	173
P-28	8/9/21 Magistrate's Order-Case 1384.....	6.....	173
P-29	9/21/21 Appellate Order-Case 6301.....	6.....	174
P-31	4/27/22 Court of Appeal Order-Case 0511.....	6.....	174
P-32	4/27/22 Court of Appeals Order.....	6.....	175
P-33	WHOA Homeowners Assessment Legal Fees.....	6.....	188
P-34	WHOA 2022 Homeowners Assessment.....	6.....	188
P-35	Photograph of Garage.....	79.....	79

INDEX (CONTINUED)E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EVD.</u>
(Defense Exhibits)			
D-1	Covenants.....	272.....	272
D-2	List of E-mails.....	272.....	272
D-3	6/25/17 E-mail.....	272.....	272
D-4	7/8/17 Minutes of Meeting.....	272.....	272
D-5	7/17/17 E-mail.....	272.....	272
D-6	Stipulation of Issues for Trial- Case 6301.....	272.....	272
D-7	4/1/20 E-Mail.....	272.....	272
D-8	Bylaws.....	272.....	272
D-9	12/6/18 Minutes of Meeting.....	272.....	272
D-10	Invoices from Board.....	272.....	272
D-11	2/8/20 E-mail.....	272.....	272
D-12	2/28/20 E-mail.....	272.....	272
D-13	3/1/20 E-mail.....	272.....	272
D-14	5/15/20 E-mail.....	272.....	272
D-15	2/2/20 E-mail.....	272.....	272
D-16	9/25/20 Letter.....	272.....	272
D-17	9/25/20 Letter.....	272.....	272
D-18	4/7/20 Letter.....	272.....	272
D-19	2/14/22 Letter.....	272.....	272
D-20	7/13/18 Invoice.....	295.....	295
D-21	Summary of Appreciated Home Values....	304	
D-22	Transcript-Case 0269.....	304	
(Court's Exhibits)			
C-1	Defense's Voir Dire.....	20.....	20
C-2	Note from the Jury.....	175.....	175
C-3	Note from the Jury.....	396.....	393
C-4	Defense's Proposed Jury Charge.....	399.....	399

All Exhibits were retained by the Clerk of Court for Greenville County.

P R O C E E D I N G S

(WHEREUPON, Plaintiff's Exhibit Nos. 1, 3, 4, 5, 8, 9, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 31, 32, 33, and 34 were marked for identification only.)

THE COURT: We're just going to talk about the case first. We're not going to hear any official motions right now.

First of all, let me ask you this, I know that you've been dealing -- in previous hearings, you were originally known as Wedlake, but you've indicated that you have officially changed your name to Joy.

Have you ever presented anything to the clerk's office that shows that you officially changed your name?

MR. WEDLAKE: I think I did that a week or so ago.

THE COURT: There's been an order from Family Court?

MR. WEDLAKE: No. This was common law name change under the South Carolina law that recognizes common law name change.

THE COURT: I'm not familiar with that. I thought the only way you can change your name was to go through Family Court.

MR. WEDLAKE: I can present evidence. I'm not prepared to do that now, but I can look for it and find it if you'd like to see it.

1 THE COURT: Well, if you're going to be changing your
2 name in this lawsuit, then you're going to have to have
3 some type of order other than -- that's something we'll
4 need to address at some point.

5 Are you aware of anything that changes his name,
6 other than this common law issue?

7 MS. O'BRIAN: No. And I haven't investigated it very
8 much. But it does look like there's a common law right to
9 go by a new name. I don't know exactly how all of that
10 works.

11 I would ask -- and this is, of course, up to y'all's
12 discretion. I think just for ease, because of all the
13 documents and things, if we could keep it as Wedlake, if
14 you're okay with us referring to you as Mr. Wedlake. That
15 way, there's not as much confusion for everybody if we're
16 referring to Mr. Joy, but then the documents say
17 Mr. Wedlake. I think that will just be a little bit
18 simpler and cleaner.

19 THE COURT: Or we can, actually, say Mr. Wedlake, who
20 now goes by Mr. Joy. I don't really think that's going to
21 be a problem. I just want to make sure -- address that
22 right off the bat.

23 MS. O'BRIAN: And, of course, if there were a
24 judgment against him, I think clarifying -- and I think
25 that could probably make the same note --

1 THE COURT: Okay.

2 MR. O'BRIAN: -- of Mr. Joy formerly known as.

3 THE COURT: Tell me about what the case is about from
4 Plaintiff's side.

5 And then I'll hear you from you, Mr. Wedlake.

6 MS. O'BRIAN: So this is a class action claim for
7 abuse of the judicial process. This was brought after a
8 series of other lawsuits brought by Mr. Joy against the
9 HOA and it's board members. Because of -- well, our
10 contention is that because of those lawsuits and the
11 improper procedures that were used in those lawsuits and
12 the general abuse of the legal system, the homeowners
13 within the Woodington HOA were then assessed certain fees
14 to cover attorney's fees in defending against Mr. Joy's
15 actions.

16 So this is seeking recovery for those fees, as well
17 as punitive damages for the actions of Mr. Joy.

18 THE COURT: All right. And, Mr. Wedlake, I believe
19 you filed a -- there was a counterclaim, a third-party
20 claim. The third party claim was dismissed, but the
21 counterclaim was not.

22 MS. O'BRIAN: I'm not aware of a counterclaim. I
23 think it was all third-party claims.

24 THE COURT: Okay.

25 MS. O'BRIAN: But I could be wrong.

1 THE COURT: Okay. Do you -- Mr. Wedlake -- all
2 right. Was there anything other than a third-party
3 complaint?

4 MR. WEDLAKE: I would have to check the court records
5 on that, Your Honor, you know. I -- at my age, I can't
6 really remember details for more than a month or so, which
7 is one of the problems for this case that was brought in
8 2020. I have to carefully research and check back to
9 refresh my memory to be able to operate in the case
10 because of my age.

11 THE COURT: All right. We can look at that file.

12 All right. And you indicate that the length of trial
13 would be a couple of days?

14 MS. O'BRIAN: I think so, Your Honor.

15 THE COURT: Why -- Mr. Wedlake, why -- or Mr. Joy,
16 why do you think it's going to be longer than two days?

17 MR. WEDLAKE: As you may recall, we had agreed to
18 a -- a DOM, a designation of matter. And Ms. O'Brian
19 loaded up everything in the kitchen sink, which if she's
20 intending to present even half of that, she's going to
21 need, perhaps, four or eight days to present some of that
22 stuff. That was the nature of the motion in limine.

23 And as you might be aware, this morning, I brought to
24 the clerk a file. Hopefully, it's available in the public
25 record at this time. I brought -- and I tried very hard

1 to boil it down as much as possible for my defense. So it
2 was 34 exhibits and one figure.

3 But even then -- see, there's so much stuff. To try
4 to overwhelm the jury in one day from my side, I think,
5 would be breach of justice because there's too much stuff.
6 So I would rather have it in small pieces, give the jury a
7 chance to assimilate and cogitate, and then give the next
8 piece, perhaps, over a longer time period.

9 THE COURT: Well, I mean, I'm not saying you're
10 limited to two days. But, I mean, there might be some
11 admissibility issues. And I don't know. Just because
12 there's a lot of documents that doesn't necessarily
13 mean -- usually, it's the number of witnesses.

14 How many witnesses do you plan to call?

15 MS. O'BRIAN: I believe we have probably five, maybe
16 six.

17 THE COURT: Okay. And how many witnesses will you be
18 calling?

19 MR. WEDLAKE: None, Your Honor. And this was
20 something -- other than myself. This was something that
21 was stated in my pre-trial conference, which, as you know,
22 we really didn't spend much time on. But the board has
23 tampered with all of the witnesses that they will be
24 intending to present as legitimate witnesses. The
25 witnesses that will be called will merely be parrots for

1 the board's position.

2 And just for your information, although I did not
3 include that in my defenses, the board called special
4 meetings where I was excluded from those meetings where
5 they went and met with the members to give the members
6 their viewpoints of what had happened and why.

7 And they, also, slammed me and defamed me in annual
8 meetings before the members of the association.

9 THE COURT: Well, that's stuff that sounds like it --
10 I mean, I don't need to know the substance there. But
11 that sounds like something -- it will be subject to
12 cross-examination by you.

13 MR. WEDLAKE: But the point is, Your Honor, that they
14 have no real knowledge. Because none of the -- the two --
15 the three named parties in this lawsuit have never been on
16 the board in association with any of these lawsuits. They
17 were outside people who were, otherwise, not involved in
18 any way, shape, or manner.

19 THE COURT: Have they been certified as representatives
20 the class action?

21 MS. O'BRIAN: Yes, they have.

22 THE COURT: That covers that. I mean, that's not up
23 to me to decide if they've already been. There's never
24 been an order --

25 MR. WEDLAKE: May I, at this time, ask for the list

1 of witnesses then, please?

2 THE COURT: They'll -- all right.

3 Do you have your list of witnesses?

4 MS. O'BRIAN: I do.

5 THE COURT: Okay. We need to -- I guess -- let me
6 ask you this, you said you needed 24-hour notice. Can we
7 draw the jury today?

8 MS. O'BRIAN: I'd be fine with drawing the jury, if
9 we could start in the morning. That will give me time to
10 get my mom up here to pick up my kids, and that type of
11 thing.

12 THE COURT: And I guess as far as -- do you need your
13 clients here to draw the jury?

14 MS. O'BRIAN: Only if we need it for conflict
15 purposes. But I can tell the jury their names and see if
16 they know any of them.

17 THE COURT: My thought was --

18 MS. O'BRIAN: But they have to be here.

19 THE COURT: All right. And this is kind of what we
20 do on these --

21 My thought, Mr. Wedlake, is we would draw the jury
22 this morning. We would not swear them and then have them
23 come back in the morning. Then we can address any motions
24 that we need to today. And then we can start the case
25 first thing in the morning. And that gives you a chance

1 after I've ruled on these motions to adjust your case
2 accordingly.

3 MR. WEDLAKE: Well, again, the motion in limine is
4 primarily just to make it such as this trial does not go
5 on forever with a whole volume of irrelevant stuff. And,
6 oh, by the way, I have suggested that a whole bunch of
7 what was listed in the DOM for plaintiffs was, indeed,
8 inadmissible.

9 THE COURT: And that's maybe something y'all can talk
10 about today as well. Maybe y'all can identify and
11 stipulate to some of the exhibits. And if we have to
12 address any of the exhibits, then we can do so.

13 MS. O'BRIAN: I think we could do that, kind of
14 discuss --

15 MR. WEDLAKE: See, none have been disclosed to me,
16 Your Honor.

17 THE COURT: Well, that's something we can deal with
18 after we draw the jury.

19 Do you have any voir dire?

20 MS. O'BRIAN: Just a couple of questions, Your Honor,
21 asking whether they've been part of an HOA, whether
22 they --

23 THE COURT: Do you have any typed out?

24 MS. O'BRIAN: I can type them out.

25 THE COURT: Part of an HOA?

1 MS. O'BRIAN: Part of an HOA, if they have served on
2 the board of an HOA, and whether they have served on any
3 nonprofit. That's it.

4 THE COURT: All right. Mr. Wedlake, do you have any
5 questions that you want us to ask the jury?

6 MR. WEDLAKE: Yes. And it's the same question there.
7 But the HOA question should include, and have they had
8 problems or conflicts with their HOA.

9 THE COURT: All right.

10 MR. WEDLAKE: And, clearly, we need to know if
11 they're a member of an HOA for those questions to apply.

12 THE COURT: All right. And do you have your witness
13 list?

14 MS. O'BRIAN: I can provide that, yes, Your Honor.

15 THE COURT: Here's the way -- let me tell you how we
16 do this, Mr. Wedlake. We'll have -- the entire panel that
17 was downstairs, we'll have them come in. Then I will ask
18 them -- I have some general questions I ask in all civil
19 cases to make sure they don't know any of the parties, the
20 lawyers involved, just some general questions. I'll ask
21 these initial questions here. She'll provide me with a
22 witness list. I will ask them about if they know or are
23 connected by blood or marriage or have any connection
24 whatsoever to any of those individuals.

25 Then once, you know -- and if there's anybody -- then

1 the follow-up question is, just because they're a member
2 of a board, just because they may have served on a board
3 of an HOA, the next question I ask them is, can you be
4 fair and impartial in the trial of this case? If they say
5 they can, then you have to convince me -- or one of the
6 parties has to convince me that they should be stricken
7 for cause. Okay. Just because they're a member of a
8 board does not automatically eliminate them.

9 Then once we have finalized that, then they'll
10 have -- we'll run a sheet. And each side will get 20 -- I
11 mean, will get four strikes, one alternate. And then once
12 those strikes -- that comes up with the original 12. And
13 we'll have two alternates. And you'll get a strike apiece
14 on the alternates.

15 Do you understand that?

16 MR. WEDLAKE: The process for doing that will still
17 be just the questions that you will ask?

18 THE COURT: Yes. So do you have any questions that
19 you want me to ask the jury?

20 I'll give you a few minutes. And if you come up with
21 any, you need to present them to me and then the Court
22 asks them. Some states allow parties to ask them, but
23 South Carolina hasn't gotten to that point yet.

24 MR. WEDLAKE: And that would be a document that's
25 sent to your e-mail?

1 THE COURT: Or you can write it on a piece of paper
2 now. Because we're going to do that in the next few
3 minutes.

4 MR. WEDLAKE: All right. So a little piece -- hand
5 written piece --

6 THE COURT: That will be fine, as long as I can read
7 it. If I can't read it, I'll just ask you to explain it.

8 Let me give y'all 15 minutes. And then we'll have
9 the jury come up here. We'll select them. And that way,
10 we can send everybody home so they don't have to stay
11 around past lunch and they don't get mad at us. I don't
12 care about anybody else, but I don't like the jury to be
13 mad. I don't care, lawyers or parties, they can get mad
14 at me. Court reporters, they can get mad at me.

15 All right. I'll give you 15 minutes if you want to
16 write something up. If you want to type it and e-mail it,
17 that will be fine, too.

18 (WHEREUPON, a break was taken.)

19 THE COURT: All right. We're back on the record.

20 I've got the witness list presented by the Plaintiff.

21 All right. In looking at the file, there was a
22 counterclaim filed and Defendant's responded to it. And I
23 did not see where that had been dismissed. It asserted
24 civil conspiracy to deny due process and abuse of process.
25 So that is still alive. So when the Defense presents

1 their case, we can address that. But there is a
2 counterclaim.

3 Mr. Wedlake, I -- you're a Defendant -- and, again,
4 what I'm going to do -- I'm going to tell the jury the
5 Defendant is Raymond Wedlake, who now goes by Allan Joy.

6 MR. WEDLAKE: That works for me, Your Honor.

7 THE COURT: And I think -- what little research we
8 could do, I think you can assume a common law name, but
9 that does not mean you abandon your previous name, what
10 little bit of research I could find.

11 MR. WEDLAKE: I'm not sure that's relevant or
12 pertinent.

13 THE COURT: No. I know that. I'm just saying for my
14 own purposes. But I think as far as the -- since the
15 lawsuit is there, I'll tell the jury this is Raymond
16 Wedlake, who now goes by the name R. Allan Joy.

17 MR. WEDLAKE: Very good.

18 THE COURT: I've seen your questions. Those are --
19 I mean, have you seen his questions?

20 MS. O'BRIAN: I have.

21 THE COURT: I mean, those are kind of arguments on
22 the law. I'm not going to ask them. But I will mark them
23 as a Court's Exhibit so you're protected as far as these
24 questions.

25 MR. WEDLAKE: Well, Your Honor, that's generic to

1 this case, particularly, when the overwhelming amount of
2 inadmissible evidence that is probably going to be
3 presented.

4 THE COURT: Right. And I will be -- that will be
5 covered really in my charge that they will have to follow
6 those.

7 So will you mark this as a Court's Exhibit?

8 THE COURT REPORTER: Yes, sir.

9 THE COURT: It's marked. So you're protected as far
10 as any rights on appeal.

11 So my thought is since it's getting -- my thought is
12 let's draw the jury. Then we'll take a break for lunch,
13 because there's somewhere I have to be at 1:00. And then
14 come back at 2:00, argue any motions or anything we need
15 to do.

16 MS. O'BRIAN: Okay.

17 THE COURT: And the subdivision is Woodington.
18 What's the actual name of the neighborhood?

19 MS. O'BRIAN: I believe it's just Woodington is the
20 full name.

21 THE COURT: Because I'm going to ask if any of the
22 jurors know anybody that lives in this subdivision.

23 MR. WEDLAKE: The legal name is Woodington Homeowners
24 Association, Incorporated.

25 THE COURT: Right. But what I'm talking about is I

1 want to know -- the neighborhood, I want to find out -- I
2 want to ask the jurors if there's anybody that has any
3 relatives that live in this neighborhood, Woodington
4 subdivision or neighborhood.

5 All right. Anything from the Plaintiff then before
6 we bring the jury up?

7 MS. O'BRIAN: No, Your Honor.

8 THE COURT: Anything from the Defendant before we
9 bring the jury up?

10 MR. WEDLAKE: You'll still be asking the questions
11 that you had indicated.

12 THE COURT: Right. But not your questions. I've
13 marked those as an exhibit.

14 All right. You can tell Janine to bring them up.

15 And I will -- for the record, we've received
16 additional information, #18 on your list, Juror #87, he
17 additionally had a doctor's appointment, I believe.

18 Is that what he told us afterwards, Lyndall?

19 THE CLERK: I believe he did.

20 THE COURT: All right. So we've gone ahead and had
21 Mr. Thrasher, #87, #18 on your list, transferred. #31 on
22 your list, Juror #51, Shirley Jones -- or Sherry Jones,
23 she provided more information on their trip on Thursday.
24 And it was a vacation that her husband was providing for
25 her. So we've had her transferred as well.

1 Any objections or anything from the Plaintiff?

2 MS. O'BRIAN: No objection.

3 THE COURT: Any objection from you, Mr. Wedlake?

4 MR. WEDLAKE: No objection, Your Honor.

5 THE COURT: All right. Is the Plaintiff ready for
6 the jury?

7 MS. O'BRIAN: Yes, Your Honor.

8 THE COURT: Is the Defendant ready?

9 (WHEREUPON, there was no response.)

10 THE COURT: All right. Bring the jury in.

11 (WHEREUPON, Court's Exhibit No. 1 was marked for
12 identification and admitted into evidence.)

13 (WHEREUPON, the jury panel entered the courtroom at
14 approximately 12:07 p.m.)

15 THE COURT: Well, let me -- before we make any
16 arrangements, Mr. Thrasher and Ms. Jones, I have reviewed
17 your situation and I'm going to allow y'all to be
18 transferred from this week. So y'all -- if you'll go back
19 downstairs -- I'm sorry. I didn't realize y'all were --
20 good luck.

21 PROSPECTIVE JUROR: Thank you.

22 THE COURT: Sorry to ruin your surprise.

23 PROSPECTIVE JUROR: That's okay.

24 THE COURT: All right. Ladies and gentlemen, I know
25 it is getting near lunchtime and y'all are probably

1 getting hungry, but this process shouldn't take too long.
2 Let me tell you what we're doing. And I'll be able to
3 release you for lunch.

4 What we'll be doing here now is selecting a jury for
5 a civil trial that we will start in the morning. We've
6 got some matters we have to take up today. But we will
7 start in the morning. So as soon as we get through
8 drawing this jury, you will both -- both the jury that is
9 selected and the rest of you will be released. And you
10 can go back downstairs and get out for lunch. This
11 shouldn't take too long.

12 And I apologize this morning has taken so long. But
13 there were a lot of moving parts today. And that happens
14 sometimes on Monday. We're getting ready to try one case
15 and then before the morning ends, we start another case.
16 So that just happens.

17 But, anyway, now, the case that we're going to ask
18 you questions about -- again, there's two purposes for
19 these questions. One is so that the attorneys and the
20 parties can get a little more information about you. But,
21 also, to make sure that you can be fair and impartial in
22 the trial of the case. So that's the purpose of these
23 questions.

24 All right. This is a lawsuit which has been filed by
25 the Plaintiffs. And it is Beverly Taylor, Marvin Taylor,

1 and Ada Alvarez, individually and on behalf of all
2 similarly situated individuals, also, called a class
3 action vs. Raymond A. Wedlake now -- who now goes by R.
4 Allan Joy.

5 Okay. Now, let me just tell you a little bit about
6 this case. You'll get more information as the case
7 starts. But this is a class action brought on behalf of
8 the individuals of Woodington subdivision or the
9 Woodington neighborhood here in Greenville County. And
10 the claims that have been asserted are abuse of process,
11 which they're seeking damages against the Defendant,
12 Mr. Wedlake, now known as Mr. Joy.

13 Mr. Wedlake, now known as Mr. Joy, has filed a
14 countersuit against those individuals for civil conspiracy
15 and abuse of process. So that's kind of the nature of the
16 case. Again, you'll know more about the case as the
17 case -- those -- that are selected for the jury.

18 JURY QUALIFICATION

19 THE COURT: So, first of all, is there anybody that
20 is connected by blood or marriage, have any personal,
21 business, or social relationship with Beverly Taylor,
22 Marvin Taylor, Ada Alvarez, or Raymond A. Wedlake, now
23 known as R. Allan Joy? If so, please, stand.

24 (WHEREUPON, there was no response.)

25 THE COURT: All right. And let the record reflect

1 that -- that no one has responded.

2 Okay. At this time, if the Plaintiff could introduce
3 who -- counsel and your law firm.

4 MS. O'BRIAN: Good morning.

5 My name is Emily O'Brian. I work at Campbell Teague
6 here in Greenville. And this is my project manager, Chloe
7 Buffalino.

8 THE COURT: All right. Is there anybody connected by
9 blood or marriage, or have any close personal, social, or
10 business relationship with Ms. O'Brian? If so, please,
11 stand.

12 (WHEREUPON, there was no response.)

13 THE COURT: All right. And no response.

14 Is there anyone who has been represented by
15 Ms. O'Brian or anyone in her firm? Or have you been
16 involved in a matter where Ms. O'Brian has been on the
17 other -- or anybody in her firm has been on the other
18 side? If so, please, stand.

19 (WHEREUPON, there was no response.)

20 THE COURT: All right. And no response.

21 Mr. Wedlake is -- is representing himself, which is
22 what we call pro se. And that's why -- and you've
23 already -- I've already asked if anybody is connected to
24 him.

25 All right. Now, this matter involves various

1 dealings of a homeowners association regarding Woodington.

2 But, first of all, I would like to know if there's
3 anybody that is connected by blood or marriage, or has a
4 close personal friend -- in other words, you have a
5 relative or a close personal friend that lives in the
6 Woodington subdivision or the Woodington neighborhood here
7 in Greenville County? If so, please, stand.

8 (WHEREUPON, there was no response.)

9 THE COURT: All right. And no response.

10 Now, these are some questions -- is there anyone who
11 is a member of a homeowners association? If so, please,
12 stand.

13 And I've got some follow-up questions to ask you
14 about that.

15 All right. We'll start over here to your left.

16 Your name and number?

17 PROSPECTIVE JUROR: Sheila Branche, #7.

18 THE COURT: All right. The fact that you're a member
19 of a homeowners association, could you still be fair and
20 impartial at the trial of this case?

21 PROSPECTIVE JUROR: Yes, sir.

22 THE COURT: All right. Thank you.

23 PROSPECTIVE JUROR: Michael Brown, Juror #9.

24 THE COURT: Okay. And could you still be fair and
25 impartial at the trial of the case?

1 PROSPECTIVE JUROR: Yes, sir.

2 THE COURT: All right. Yes, ma'am.

3 PROSPECTIVE JUROR: Perry Leigh, Juror #60.

4 THE COURT: Okay. Could you -- and you're a member
5 of a homeowners association?

6 PROSPECTIVE JUROR: Yes.

7 THE COURT: And could you be fair and impartial at
8 the trial of this case?

9 PROSPECTIVE JUROR: Yes.

10 THE COURT: All right. Thank you.

11 Gentleman in the back left.

12 PROSPECTIVE JUROR: William Gould, #33.

13 THE COURT: Okay. Are you a member of a homeowners
14 association?

15 PROSPECTIVE JUROR: Yes.

16 THE COURT: And could you be fair and impartial at
17 the trial of this case?

18 PROSPECTIVE JUROR: Yes.

19 THE COURT: All right. Thank you.

20 Gentleman here.

21 PROSPECTIVE JUROR: Shane Ely, Juror #29. And I'm on
22 the board of my homeowners association.

23 THE COURT: Okay. You're on the board of your
24 homeowners association?

25 PROSPECTIVE JUROR: Correct.

1 THE COURT: Could you still be fair and impartial at
2 the trial of this case?

3 PROSPECTIVE JUROR: Yes.

4 THE COURT: All right. Thank you.

5 Yes.

6 PROSPECTIVE JUROR: Michael Brown, #10.

7 THE COURT: Okay. And could you still be -- you're a
8 member of a homeowners association?

9 PROSPECTIVE JUROR: Yes, sir.

10 THE COURT: And could you still be fair and impartial
11 at the trial of this case?

12 PROSPECTIVE JUROR: Yes.

13 THE COURT: All right. Thank you.

14 I'll start over here on the right.

15 PROSPECTIVE JUROR: Ronald Mueller, #70. Yes and
16 yes.

17 THE COURT: Okay. You can be fair and impartial at
18 the trial of this case?

19 PROSPECTIVE JUROR: Yes, sir.

20 THE COURT: All right. Thank you.

21 Lady right here.

22 PROSPECTIVE JUROR: Connie Arehart, Juror #2.

23 THE COURT: Okay. And are you a member of a
24 homeowners association?

25 PROSPECTIVE JUROR: Yes.

1 THE COURT: And can you be fair and impartial at the
2 trial of this case?

3 PROSPECTIVE JUROR: Yes, sir.

4 THE COURT: All right. Thank you.

5 PROSPECTIVE JUROR: Tara Stevenson, #83. Yes and
6 yes.

7 THE COURT: And are you a member of a homeowners
8 association?

9 PROSPECTIVE JUROR: Yes.

10 THE COURT: And can you be fair and impartial?

11 PROSPECTIVE JUROR: Yes.

12 THE COURT: All right. Yes, gentleman back here on
13 the left.

14 PROSPECTIVE JUROR: Member of a homeowners
15 association. I can be fair and impartial.

16 THE COURT: Okay. Thank you.

17 All right. This is a little different question. One
18 of you answered this. Is there anyone that is currently
19 serving on a board of a homeowners association, or you've
20 previously served on a board of the homeowners
21 association? If so, please, stand.

22 PROSPECTIVE JUROR: I have.

23 THE COURT: All right. So we'll go -- we'll start
24 over to the right.

25 Your name and number?

1 PROSPECTIVE JUROR: Ronald Mueller, #70.

2 THE COURT: Okay. And are you currently serving or
3 previously?

4 PROSPECTIVE JUROR: Previously.

5 THE COURT: All right. Could you still be fair and
6 impartial at the trial of this case?

7 PROSPECTIVE JUROR: Yes, sir.

8 THE COURT: All right. Thank you.

9 PROSPECTIVE JUROR: #83, Tara Stevenson. I've
10 previously served.

11 THE COURT: Okay. Could you still be fair and
12 impartial?

13 PROSPECTIVE JUROR: Yes.

14 THE COURT: Thank you.

15 Gentleman on the left.

16 PROSPECTIVE JUROR: Shane Ely #29. Currently
17 serving.

18 THE COURT: Okay. And you could be fair and
19 impartial?

20 PROSPECTIVE JUROR: Yeah.

21 THE COURT: All right. Thank you
22 Gentleman?

23 PROSPECTIVE JUROR: William Gould, #33. President of
24 the HOA.

25 THE COURT: Are you currently?

1 PROSPECTIVE JUROR: Yes.

2 THE COURT: All right. And could you still be fair
3 and impartial in the trial of this case?

4 PROSPECTIVE JUROR: Yes.

5 THE COURT: All right. Thank you.

6 Now, is there anyone who has a -- has had a conflict
7 or any kind of claim or lawsuit against your homeowners
8 association? If so, please, stand.

9 All right. Again, your name and number for the
10 record?

11 PROSPECTIVE JUROR: William Gould, #33.

12 THE COURT: Okay. And you say -- and what was the
13 nature of your conflict?

14 PROSPECTIVE JUROR: We're in the process of a
15 lawsuit.

16 THE COURT: Okay. You're currently in a lawsuit?

17 PROSPECTIVE JUROR: Yes.

18 THE COURT: Are you a party to that lawsuit?

19 PROSPECTIVE JUROR: I am named in that party [sic].

20 THE COURT: Okay. Could you still be fair and
21 impartial at the trial of this case?

22 PROSPECTIVE JUROR: Yes.

23 THE COURT: All right. Thank you.

24 Anyone else?

25 (WHEREUPON, there was no response.)

1 THE COURT: Is there anyone who serves on a board of
2 a nonprofit organization? If so, please, stand.

3 (WHEREUPON, there was no response.)

4 THE COURT: Any other board -- if you serve on a
5 board of a nonprofit organization? If so, please, stand.

6 PROSPECTIVE JUROR: Past or present?

7 THE COURT: Past or present. Let's do -- okay.

8 All right. Your name and number?

9 PROSPECTIVE JUROR: Bob -- Robert Jeter, #49.

10 THE COURT: Okay. And what board?

11 PROSPECTIVE JUROR: Special needs board in Union
12 County.

13 THE COURT: Okay. Could you still be fair and
14 impartial in the trial of this case?

15 PROSPECTIVE JUROR: Yes.

16 THE COURT: All right. Thank you.

17 Yes.

18 PROSPECTIVE JUROR: Miquel Latimore, Juror #59.
19 Veteran U. It's a nonprofit that helps at-risk kids.

20 THE COURT: Okay. Could you still be fair and
21 impartial in the trial of this case?

22 PROSPECTIVE JUROR: Yes.

23 THE COURT: Okay. Now, is there anyone on the jury
24 panel who has been involved in a lawsuit? Either you were
25 a plaintiff who brought the lawsuit, or a defendant and

1 you were sued in the lawsuit? If so, please, stand.

2 Yes.

3 PROSPECTIVE JUROR: Does that include the HOA?

4 THE COURT: Yeah. I mean, other than the HOA, which
5 you've already -- again, your name and number?

6 PROSPECTIVE JUROR: William Gould, #33.

7 THE COURT: Okay. Other than your response about the
8 HOA, is there any other lawsuits?

9 PROSPECTIVE JUROR: (There was no verbal response.)

10 THE COURT: Okay. Thank you.

11 Yes. Your name and number?

12 PROSPECTIVE JUROR: Tara Stevenson, #83. I've been
13 involved in a class action lawsuit.

14 THE COURT: Okay. And what was the nature of that?
15 Just --

16 PROSPECTIVE JUROR: Like, medical malpractice.

17 THE COURT: Okay. And is that matter still pending?

18 PROSPECTIVE JUROR: No. It's resolved.

19 THE COURT: Okay. And could you still -- were you
20 the plaintiff or defendant?

21 PROSPECTIVE JUROR: Plaintiff.

22 THE COURT: All right. Could you still be fair and
23 impartial at the trial of this case?

24 PROSPECTIVE JUROR: Yes.

25 THE COURT: All right. And your name and number

1 again?

2 PROSPECTIVE JUROR: Tara Stevenson, #83.

3 THE COURT: Okay. And I may have just asked that.

4 But I'm sorry.

5 Yes.

6 PROSPECTIVE JUROR: Robert Jeter, #49. Previous
7 employer. I did not -- so I was involved as a plaintiff
8 way down the line.

9 THE COURT: All right. And could you still be fair
10 and impartial at the trial of this case?

11 PROSPECTIVE JUROR: Yes, sir.

12 THE COURT: All right. Now, here are some potential
13 witnesses in the case. So, again, my question is going to
14 be, are you related by blood or marriage, have any close
15 personal, business, or social relationship with these
16 individuals? In other words, if you know these
17 individuals, then stand. And I'll follow-up with some
18 questions.

19 Benjamin Acord, Mona Craigo, Beverly Taylor, Ada
20 Alvarez, William Craigo, and Chris Edwards. Is anybody
21 related by blood or marriage, have a close personal,
22 business, or social relationship with any of those
23 individuals? If so, please, stand.

24 (WHEREUPON, there was no response.)

25 THE COURT: All right. Has any member of the jury

1 panel expressed or formed any opinion about any issues in
2 this case? And, again, I know you don't have much
3 information. But have you formed any opinion about
4 anything in this case? If so, please, stand.

5 (WHEREUPON, there was no response.)

6 THE COURT: All right. And no response.

7 Is there anyone who does not feel that they could be
8 fair and impartial to the Plaintiff or the Defendant in
9 this matter? If so, please, stand.

10 (WHEREUPON, there was no response.)

11 THE COURT: Okay. And no response.

12 Is there any juror who knows of any reason whatsoever
13 that they could not be involved in this trial and could
14 not be fair and impartial? If so, please, stand.

15 (WHEREUPON, there was no response.)

16 THE COURT: All right. Any additional questions from
17 the Plaintiff?

18 MS. O'BRIAN: Nothing further, Your Honor.

19 THE COURT: Any additional questions from the
20 Defendant?

21 MR. WEDLAKE: Nothing further, Your Honor.

22 THE COURT: All right. And for purposes of just jury
23 selection, we will draw from #1 through #21.

24 And the numbers -- by the way, the numbers that you
25 will hear are not your numbers. They're the order of this

1 sheet. So you will hear some numbers. They're not the
2 same numbers that -- as -- as you would think.

3 But the -- #18 on your list has been removed. So #1
4 through #21 will be the -- the strikes from those.

5 And do y'all need a few minutes to look over the
6 sheets now that we've -- or are you ready to roll?

7 MS. O'BRIAN: Probably just one minute. That should
8 be sufficient.

9 THE COURT: Okay. And the Plaintiff will have --
10 will strike first. Then the Defendant will have a strike,
11 then the Plaintiff will have the next strike, and then the
12 Defendant until we can get to the alternates.

13 (Pause.)

14 THE COURT: Is the Plaintiff ready?

15 MS. O'BRIAN: Yes, Your Honor.

16 THE COURT: Is the Defendant ready?

17 MR. WEDLAKE: Yes, Your Honor.

18 THE COURT: All right. Ms. Coker, I'll turn it over
19 to you.

20 JURY SELECTION

21 THE CLERK: Using the numbers on the left, Plaintiff
22 strikes first.

23 MS. O'BRIAN: #21.

24 THE CLERK: Plaintiff strikes #21.

25 Mr. Joy.

1 MR. WEDLAKE: Now -- now, in -- in the event that
2 Plaintiffs have stricken [sic] the person, I do not, also,
3 indicate a strike, or what -- what is it that is proper?

4 THE COURT: You -- you just need to strike from
5 the -- using the numbers on the left-hand side. She
6 struck #21. So you get to strike one of the ones
7 remaining in the #1 through #21.

8 MR. WEDLAKE: So I -- I do not refer to that one at
9 all.

10 So I would like to strike --

11 THE COURT: Just say the number on the left.

12 MR. WEDLAKE: Let's see. So I am looking now. That
13 one is taken care of. #8.

14 THE COURT: All right.

15 THE CLERK: Defendant strikes #8.
16 Plaintiff.

17 MS. O'BRIAN: #17.

18 THE CLERK: Plaintiff strikes #17.

19 THE COURT: All right. Mr. Wedlake, you get your
20 second strike now.

21 MR. WEDLAKE: All right. I guess I've gotten
22 confused now. It's just the numbers #1 through #21;
23 correct?

24 THE COURT: Correct.

25 MR. WEDLAKE: And I strike before -- that's right.

1 So #3.

2 THE COURT: All right.

3 THE CLERK: Defendant strikes #3.

4 MS. O'BRIAN: #13.

5 THE CLERK: Plaintiff strikes #13.

6 THE COURT: Your third strike, Mr. Wedlake.

7 MR. WEDLAKE: #9.

8 THE CLERK: Defendant strikes #9.

9 MS. O'BRIAN: #12.

10 THE CLERK: Plaintiff strikes #12.

11 THE COURT: And your fourth strike, Mr. Wedlake.

12 MR. WEDLAKE: #14.

13 THE CLERK: Defendant strikes #14.

14 Now, using the numbers on the left, our first
15 alternate will come from #22, #23, or #24. Plaintiff
16 strikes first.

17 MS. O'BRIAN: I strike #22.

18 THE CLERK: Plaintiff strikes #22.

19 THE COURT: Mr. Wedlake, you have -- can strike #23
20 or #24 for the alternate.

21 MR. WEDLAKE: So I would like to strike #16.

22 THE COURT: No. #22 -- #23 or #24. Because we're
23 now on the alternate. So you either strike -- you have
24 the choice between striking #23 or #24 for your alternate.

25 MR. WEDLAKE: I think I just quoted the wrong number.

1 THE COURT: Okay. Well, using the numbers --

2 MR. WEDLAKE: #23.

3 THE COURT: All right. #23.

4 THE CLERK: The Defendant strikes #23.

5 THE COURT: All right. And now, we go to #25, #26,
6 or #27.

7 Plaintiff.

8 Sorry, Lyndall.

9 THE CLERK: That's okay.

10 MS. O'BRIAN: I strike #27.

11 THE CLERK: Plaintiff strikes #27.

12 THE COURT: For the second alternate, Mr. Wedlake,
13 either #25 or #26.

14 MR. WEDLAKE: No other strikes.

15 THE COURT: Either #25 or #26.

16 MR. WEDLAKE: I -- I must indicate a strike are you
17 saying --

18 THE COURT: Yes.

19 MR. WEDLAKE: I did not desire to strike from any of
20 those.

21 THE COURT: Well, we have to -- you have to strike
22 one of them. Because we can't have both of them as
23 alternates.

24 MR. WEDLAKE: Oh, I get it. All right. So...

25 THE COURT: All right.

1 MR. WEDLAKE: #26.

2 THE CLERK: Defendant strikes #26.

3 Counsel, I'll call these back to you.

4 Plaintiff strikes #12, #13, #17, #21, #22, and #27.

5 MS. O'BRIAN: That's correct.

6 THE CLERK: Defendant strikes #3, #8, #9, #14, #23,
7 and #26.

8 MR. WEDLAKE: That's correct.

9 THE COURT: All right.

10 THE CLERK: Okay. Ladies and gentlemen, when I call
11 your name, please, bring your things and have a seat in
12 our jury box.

13 Stacey Burger.

14 (WHEREUPON, Stacey Burger, a white male, came
15 forward.)

16 THE CLERK: Lance Fogle.

17 (WHEREUPON, Lance Fogle, a white male, came
18 forward.)

19 THE CLERK: Kathleen Cantrell.

20 (WHEREUPON, Kathleen Cantrell, a white female, came
21 forward.)

22 THE CLERK: Brandon Mitchell.

23 (WHEREUPON, Brandon Mitchell, a white male, came
24 forward.)

25 THE CLERK: Connie Arehart.

1 (WHEREUPON, Connie Arehart, a white female, came
2 forward.)
3 THE CLERK: Michael J. Brown.
4 (WHEREUPON, Michael J. Brown, a white male, came
5 forward.)
6 THE CLERK: Elijah Martin.
7 (WHEREUPON, Elijah Martin, a black male, came
8 forward.)
9 THE CLERK: James Barschenski.
10 (WHEREUPON, James Barschenski, a white male, came
11 forward.)
12 THE CLERK: Ronald Mueller.
13 (WHEREUPON, Ronald Mueller, a white male, came
14 forward.)
15 THE CLERK: Michael D. Brown.
16 (WHEREUPON, Michael D. Brown, a white male, came
17 forward.)
18 THE CLERK: Eric Nguyen.
19 (WHEREUPON, Eric Nguyen, a white male, came forward.)
20 THE CLERK: Walter Kozlov.
21 (WHEREUPON, Walter Kozlov, a white male, came
22 forward.)
23 THE CLERK: Our first alternate is Jane Karner.
24 (WHEREUPON, Jane Karner, a white female, came
25 forward.)

1 THE CLERK: Our second alternate is Javier
2 Jaime-Espinoza.

3 (WHEREUPON, Javier Jaime-Espinoza, a Hispanic male,
4 came forward.)

5 THE COURT: All right. Any objection to the
6 selection process from the Plaintiff?

7 MS. O'BRIAN: No, Your Honor.

8 THE COURT: From the Defendant?

9 MR. WEDLAKE: No, Your Honor.

10 THE COURT: All right. Ladies and gentlemen, y'all
11 have been selected for the jury. We've got some other
12 matters on this case and -- other matters to go over.

13 So we're going to start this case at 10:30 in the
14 morning. So y'all need to be back in your jury room at
15 10:30. And she'll give you instructions about that.

16 Now, it's very important that you listen to these
17 rules. One is it's not appropriate to discuss the case.
18 I know it's very difficult. You know very little
19 information, but do not discuss the case among yourselves,
20 or with friends, or family. I know that's very difficult
21 because they're going to ask you, what did you do this
22 morning? You say, I can't tell you. I'm just in a trial.
23 That's all you can say.

24 The second thing, do not do any type of research.
25 It's totally inappropriate for you to research anything

1 about the parties, anything about the law. Everything
2 that you need to have to make your decision at the
3 conclusion of this case you need to get in this courtroom
4 under our rules. And that's very important.

5 Next thing is, don't pay any attention to media
6 coverage. I'm not aware of any media coverage out there.
7 But, please, disregard that. Do not look at any media
8 coverage if there is any out there, including social
9 media.

10 And, finally, if anybody should contact you, other
11 than from the clerk's office, please, let the bailiffs
12 know when you get back in the morning.

13 So, otherwise, we will see you at 10:30 in the
14 morning. Normally, we start at 9:30, but we have another
15 matter that we have to address first thing in the morning
16 on another case.

17 So all right. We'll see y'all -- have a good
18 evening. We'll see you at 10:30 in the morning.

19 (WHEREUPON, the jury was excused from open court at
20 approximately 12:32 p.m.)

21 THE COURT: All right. For the rest of you, y'all
22 will go back downstairs. And I think what you'll be told
23 is you will have to call back tomorrow night to see if
24 there's another matter. But I think that this should take
25 care of the week. But she'll give you further

1 instructions down there.

2 I probably won't see y'all again. I know this has
3 been an inconvenience to your schedules and your lives,
4 but it's very important that y'all were able to be here
5 today. And thank you very much for coming in.

6 Y'all have a good rest of the day. Go back
7 downstairs for further instructions.

8 (WHEREUPON, the remaining jury panel members exited
9 the courtroom.)

10 THE COURT: All right. Anything else from the
11 Plaintiff at this time?

12 MS. O'BRIAN: I don't think so.

13 THE COURT: And we'll -- I'll be able to hear -- at
14 2:00, we'll hear everything anybody wants to talk to me
15 about today, the motions and finalize everything before we
16 start.

17 MR. WEDLAKE: 2:00?

18 THE COURT: 2:00.

19 MR. WEDLAKE: Right here?

20 THE COURT: Right here.

21 MR. WEDLAKE: All right.

22 THE COURT: See you then.

23 (WHEREUPON, a lunch break was taken.)

24 (WHEREUPON, Plaintiff's Exhibit No. 1 was admitted into
25 evidence.)

PRE-TRIAL MOTIONS

THE COURT: All right. We are back on the record on Taylor vs. Wedlake, et al.

So we'll just -- any pre-trial motions -- do we have any pre-trial motions or any housekeeping matters that need to be attended to?

First of all, Plaintiff -- does the Plaintiff have any motions or any matters to bring before the Court?

MS. O'BRIAN: We do have one motion in limine and a housekeeping matter, Your Honor.

THE COURT: Okay.

MS. O'BRIAN: In prior hearings related to this matter, Mr. Wedlake, now known as Mr. Joy, has brought up the illness and death of his wife. And while we, certainly, sympathize with all that he's gone through with her illness, and all that, and her recent death, we would ask that that not be a subject that's covered in front of the jury. It doesn't have anything to do with the claims that are being brought in this case.

And so we just want to make sure it's clear that that's something that would be irrelevant and more prejudicial than probative.

THE COURT: Any response?

MR. WEDLAKE: I'm not aware of any motion in limine that they filed before the Court, Your Honor. And I don't

1 believe that if you would check what I gave the clerk this
2 morning that there's any reference to my wife, nor to her
3 death.

4 THE COURT: And I don't -- I mean, I think that -- I
5 mean, I'm not going to -- if it gets too far afield -- I
6 mean, I don't know how -- if he mentions it in passing or
7 something, I think in part of his introduction of himself,
8 I don't think that's improper. And I don't think that's
9 going to be made a part of this. So I guess we'll deal
10 with it if it becomes a problem.

11 MS. O'BRIAN: Okay. That's the only motion in limine
12 that we have. A couple other things that I think we need
13 to work out, but that's the only motion.

14 THE COURT: All right.

15 MS. O'BRIAN: Would you like me to proceed?

16 THE COURT: Yeah. Go ahead.

17 MS. O'BRIAN: I wanted to kind of figure out as far
18 as housekeeping matters, since Mr. Wedlake is proceeding
19 pro se, how that testimony will be managed if he's giving
20 testimony himself and directing himself or just -- I want
21 to make sure I understand how the --

22 THE COURT: Well, I mean, obviously, he will have the
23 right to cross-examine any witnesses that --

24 MS. O'BRIAN: Sure.

25 THE COURT: -- you put up. And when he testifies,

1 he's just got to -- he's going to have to testify just
2 however he sees fit.

3 MS. O'BRIAN: Okay.

4 THE COURT: If anything that is objectionable -- I
5 know -- normally, when somebody -- the lawyer is asking
6 questions and you have kind of a heads up whether it's an
7 improper question.

8 So I guess, Mr. Wedlake, since you're not going to
9 have a lawyer asking you questions and you'll be just
10 testifying kind of on your own, in the event that she
11 stands up to object, you need to stop. Okay. Because
12 that means she's going to object. I'll give a ruling and
13 then either say you can't go into that or you can proceed.
14 That's just kind of how you have to deal with it on the
15 pro se part.

16 MS. O'BRIAN: I just wanted to make sure we had a
17 clear understanding since I know that's a little bit
18 different.

19 And then --

20 MR. WEDLAKE: If I may, Your Honor, that, again, was
21 part of my pre-trial conference that I was going to bring
22 up, which I never had that opportunity to cover some of
23 those details.

24 THE COURT: I mean, that's kind of the rules of the
25 game. So that's fine. All right.

1 MS. O'BRIAN: And then the last matter, Your Honor,
2 in this case -- and I think you ruled in another case on a
3 similar issue, Mr. Wedlake's house has been attached to
4 the lawsuit. And in this one, the bond has been posted
5 with the clerk's office, and the accounting office, and
6 all that. But we have not gotten anything further back
7 from the Court to finalize the attachment.

8 So I'll be honest, I don't do these every day. But
9 my understanding is that there's something that the Court
10 would send to maybe the sheriff's office for there to be
11 notice and that writ of attachment to be put into place.

12 And the particular reason I mention that, we've
13 already got an order, obviously, that Mr. Wedlake is
14 subject to in this case. But it's my understanding as
15 recently as last week, he was trying to dispose of the
16 property.

17 So we just wanted to make sure that that is in place
18 correctly. And it's my understanding that at the end of
19 this week, if there's a judgment against Mr. Wedlake that
20 then that attachment can become a lien. And we can work
21 with it that way.

22 So I don't know if there's anything that needs to be
23 done necessarily today or tomorrow, other than maybe
24 reminding Mr. Wedlake of the order that has already been
25 entered. But as of right now, I don't think there's

1 anything on the public record as far as, like, register of
2 deeds showing that the property is attached to this house.

3 THE COURT: Well -- and I'm not familiar with what
4 procedure you're talking about. I'll look into it.

5 MS. O'BRIAN: It's not something I do every day
6 either.

7 THE COURT: Normally, when a person -- for instance,
8 for someone to purchase the property, they would, also,
9 have to look at the register of deeds. But they would,
10 also, look at the clerk of court for any pending lawsuits.
11 And part of that pending lawsuits would be liens,
12 attachments, and so forth.

13 I'm not a title checker, haven't been in quite a few
14 years. But I think that's where that protection comes in
15 until the attachment is foreclosed on. But I will check
16 on that and see if there's something we need to do from
17 our end.

18 MS. O'BRIAN: Okay.

19 THE COURT: I'm not aware of that.

20 MS. O'BRIAN: Okay. No. I appreciate you looking
21 into that. And that's all that we have as the Plaintiffs,
22 Your Honor.

23 THE COURT: All right. Mr. Wedlake.

24 MR. WEDLAKE: Now, Your Honor, you know, again, that
25 this is the sort of thing that this counsel likes to do is

1 try to mislead the Court. She, specifically, stated,
2 dispose of the property. You should be fully aware from
3 what has come before this Court before that I had intended
4 for several years to make a gift of my house to a
5 charitable organization. So is that disposing of the
6 property? I don't think so. But that's the way it was
7 presented to you. And I think again --

8 THE COURT: Well, if you donated the property to
9 anything, it would be disposing of it. And the nonprofit
10 would be subject to the attachment. So if there's a
11 judgment against you, then this nonprofit would be
12 possibly subject to any judgment against you.

13 MR. WEDLAKE: So, again, it's totally irrelevant, I
14 think, what she said.

15 THE COURT: Right. I don't think that's anything
16 that's going to be involved in this trial.

17 MS. O'BRIAN: Right.

18 THE COURT: But it's just housekeeping.

19 MS. O'BRIAN: Correct.

20 THE COURT: So what motions do you have?

21 MR. WEDLAKE: Well, I appreciate you pointing out
22 that there was a counterclaim that was filed in July --
23 early July of 2020. But based on what we've done here
24 today now, unless you're going to take a -- this
25 counterclaim motion to heart and, basically, dismiss the

1 case and/or recognize in the counterclaim that there's
2 going to be a whole bunch of inadmissible evidence that
3 counsel is going to try to bring and put before the jury,
4 I'm not sure it makes any sense to spend any more time on
5 it. But if you would like to spend more time on it or
6 have specific questions, I'll be happy to do that.

7 THE COURT: Do you have any motions in limine that we
8 need to discuss before -- I know one of your big issues
9 was exhibits.

10 Have you marked your exhibits?

11 MS. O'BRIAN: I've got the majority of them, Your
12 Honor. But I'd be glad to send that to Mr. Wedlake this
13 evening with the final markings.

14 THE COURT: How many exhibits do you think you're
15 going to have?

16 MS. O'BRIAN: It looks like probably about 40
17 documents. Most of those are either documents that were
18 entered on the record for this case or other cases or
19 items that Mr. Wedlake himself drafted.

20 THE COURT: All right. So you're going to provide
21 that list to him by what time? By 5:00?

22 MS. O'BRIAN: Yes. I can do that.

23 THE COURT: Okay. So you'll have your list. And
24 then y'all can mark them in the morning.

25 Mr. Wedlake, this is a good way to help be more

1 efficient. In the morning, I'm going to ask that y'all
2 come a little bit early. And any exhibits that she has
3 that you can agree on that you don't object to, then y'all
4 can stipulate to those. And then for those that you do
5 not stipulate to, then they'll be marked. And then she'll
6 have to introduce them under the rules of evidence, if
7 appropriate. And if they're not admitted, then they won't
8 be entered. But that's just something that makes a trial
9 go more smoothly and quickly.

10 But if there are any that you don't have objections
11 to, then that's something y'all can agree to. But if not,
12 then we can -- she can mark them and they can be
13 introduced. And she can go through the process and we can
14 address them at that time.

15 MR. WEDLAKE: And that was another thing that I had
16 put in my motion for a pre-trial conference, Your Honor.
17 I will be objecting to everything that she is bringing as
18 her exhibits that belongs to me, that I authored.

19 And my experience with this counsel has been that she
20 will intend to misrepresent what is being said in exhibits
21 that I authored as she presents them to the jury. And
22 that's why I'm saying that I will be objecting to anything
23 that is mine that she is entering as her exhibit.

24 THE COURT: Okay. And you have the right to do that.
25 And then I'll hear from her. And she'll -- if there's

1 something that the Court finds it's admissible, then
2 they'll be admitted. If the Court finds they're not
3 admissible under the rules of evidence, then they'll be
4 denied, so.

5 MR. WEDLAKE: And, basically, in my motion in limine,
6 that's the deal. And I think you heard her say she's
7 going to have 40 exhibits. Even if she does 10 an hour,
8 that's four hours. If she does 20 an hour, that's two
9 full hours of stuff. And let's face it, that amount of
10 stuff being put before the jury is simply going to
11 overwhelm them in any short period.

12 THE COURT: Well, I think our jury will be able to
13 comprehend. It will be up to you two to make sure that
14 they understand it.

15 So anything else on your pre-trial motion?

16 MR. WEDLAKE: Well, the main thing, again, is just to
17 be clear that in all probability this trial cannot be
18 accomplished in two days just because of the amount of
19 stuff that counsel is intending to present, and the things
20 that I will be presenting in my defense.

21 And, by the way, Your Honor, in the course of the
22 trial, as indicated in what I gave to the clerk this
23 morning, I have exhibits that I will be presenting to the
24 jury as my testimony. And this was another thing that was
25 in my motion for pre-trial conference to, you know, clear

1 the procedural nature of all that with you before we came
2 to trial.

3 THE COURT: Well, I mean, we'll have to -- you know,
4 the -- again, you can -- you can discuss those with
5 opposing counsel. And if she consents to them, then
6 they're stipulated and they go into the record. If she
7 doesn't, then you have to have them properly introduced
8 under our rules of evidence to allow them to come in.

9 MR. WEDLAKE: And that's why I put it in the public
10 index so that she has every opportunity to do that before
11 the trial.

12 THE COURT: Well, that's not -- it's not up to her to
13 go looking for it. If you want her to stipulate to
14 something, you're going to have to talk to her about it.
15 Otherwise, then you can try to put it in at the proper
16 time and I'll address it at that time.

17 MR. WEDLAKE: Just to give you the perspective on
18 that, Your Honor, generally, I am ignored by attorneys
19 that, generally, do not respond to anything I ask them,
20 nor be open to suggestions, such as you've just said that
21 we meet together. This should happen well before court,
22 as I spoke in a hearing previously about let's get sighted
23 in on what exhibits are going to come before the jury.
24 And let's both decide so we don't have to go through a
25 whole bunch of rigamarole and slow the trial down. As

1 you're fully aware, that hasn't happened up to this
2 moment.

3 THE COURT: And I'll tell you what we're going to do,
4 we're going to start at 10:30 in the morning. At 9:30,
5 I'm going to have both of y'all come in here and you're
6 going to sit down. And I'm going to direct her and I'm
7 going to direct you to discuss what exhibits you have.
8 And if she has objections, she'll let you know. If you
9 have objections to hers, you let her know. And then I can
10 address them before we start the trial.

11 MR. WEDLAKE: Very good.

12 MS. O'BRIAN: May I ask, it doesn't look like the
13 exhibits he filed this morning have been posted yet.

14 Do you have a copy that you can e-mail to me
15 directly?

16 THE COURT: Yeah. They got filed downstairs, but
17 they're not on the public index.

18 MR. WEDLAKE: So yes is the answer. But I realized
19 in the electronic copy that I missed one or two as I
20 compiled it.

21 MS. O'BRIAN: Okay.

22 MR. WEDLAKE: So I have to go back to review that.

23 THE COURT: How many exhibits do you have that you're
24 proposing?

25 MR. WEDLAKE: In what I gave the clerk, I have 34

1 exhibits and one figure.

2 THE COURT: Okay.

3 MR. WEDLAKE: And that really -- yes. I think that
4 does include the Exhibit A presentation to the jury and
5 Exhibit B presentation to the jury, which references the
6 other exhibits entered.

7 THE COURT: And I'm looking at -- my law clerk just
8 provided me with a list that you provided earlier, too. A
9 couple of things, just to let you know that pleadings
10 cannot be introduced as evidence. The complaint, answer,
11 they can be discussed, but they're not evidence and they
12 cannot be presented to the jury. Rules of evidence, rules
13 of civil procedure cannot be evidence. Any attempt to
14 resolve matters cannot be evidence.

15 So there's some things on here that are not going to
16 be able to be introduced.

17 MR. WEDLAKE: Does that mean I cannot present them to
18 the jury, though?

19 THE COURT: Yes.

20 MR. WEDLAKE: All right. So I'll need to mark my
21 list there as well to not try to do that.

22 THE COURT: And that's something that we can -- we
23 can go over first thing in the morning to make sure
24 that -- I mean, that's just kind of like -- you've got
25 code of laws in here, some rules of evidence, rules of

1 civil procedure, complaint, captions for cited lawsuits.
2 Again, those are things that can be referenced, but they
3 cannot be introduced into evidence.

4 MR. WEDLAKE: I think primarily in many instances,
5 that's my intent. I've been used to presenting an exhibit
6 for stuff that is referenced so that it is a matter of
7 record before the Court.

8 THE COURT: Well, it's a little bit different, too.
9 Sometimes, when you have motions or matters just before a
10 judge, we usually give a little more leeway as to what can
11 be introduced just because it's not a jury hearing it.
12 But when the jury is involved, we're very strict -- we
13 strictly go by the rules of evidence and the rules of
14 civil procedure so that everything to them will be a clean
15 record.

16 So anything else?

17 MR. WEDLAKE: So I presume you will dispose of both
18 the counterclaim and the motion in limine here at this
19 moment?

20 THE COURT: Well, I mean, I don't think there's
21 anything in front of me on the counterclaim.

22 MR. WEDLAKE: There was a complete filing July 8th of
23 2020.

24 THE COURT: Well, I'm saying there's no motion in
25 front of me now about the counterclaim.

1 MR. WEDLAKE: All right. Would I then at this time
2 move that you give some judgment on the counterclaim?

3 THE COURT: No. The -- that's part of your -- your
4 claim is you will -- that's what's being presented to the
5 jury is their case and your case.

6 MR. WEDLAKE: Well, the counterclaim, as you pointed
7 out, was never heard before the Court.

8 THE COURT: It was -- well, it doesn't have to be
9 heard until the jury -- nobody asked for it to be heard.
10 I mean, usually, when a counterclaim is filed, if the
11 other side files a motion to dismiss or motion for summary
12 judgment saying it should be dismissed, then it will be
13 addressed at that time. Otherwise, it goes to the jury
14 just like the complaint does.

15 MR. WEDLAKE: Now, did I not at that time and as I
16 mentioned to you this morning -- I can't remember back to
17 July of 2020. Did I not file that and ask for a hearing?

18 THE COURT: Well, what kind of hearing would you
19 want?

20 MR. WEDLAKE: To recognize the counterclaim things.
21 And in this instance, that's directly applicable to the
22 trial to help limit some of the stuff which I have been
23 contending is inadmissible evidence.

24 THE COURT: When you -- you're getting the rules of
25 evidence and your counterclaim mixed up there.

1 MR. WEDLAKE: Well, that's what -- I think as I
2 reviewed the counterclaim this morning, that was some of
3 the things that were in the counterclaim.

4 THE COURT: Well, the counterclaim will be presented
5 to the jury just like the regular claim.

6 MR. WEDLAKE: So I should make that an exhibit to
7 present?

8 THE COURT: No. That's -- you've got to present
9 whatever evidence you need to pursue your counterclaim.

10 MR. WEDLAKE: Yes. I don't think I'll plan to do
11 that because, again, it will just bog down everything.

12 THE COURT: That's totally up to you.

13 What else do you have?

14 MR. WEDLAKE: Well, that's what we were speaking of,
15 the motion in limine, which was April 24th of this year.

16 THE COURT: That's what I'm asking you. What do you
17 want me to address in your motion in limine?

18 MR. WEDLAKE: Well, I think we've covered it here in
19 that there's recognition that there is going to be
20 inadmissible evidence involved, which, as I understand it
21 now, I'll simply object to it at the time.

22 THE COURT: Right.

23 MR. WEDLAKE: So that's all.

24 THE COURT: So there's nothing else? I want to make
25 sure we cover everything you want to present beforehand.

1 Another thing -- and I'll remind you of this in the
2 morning, Mr. Wedlake, on your opening statement -- again,
3 both sides will get an opportunity to give an opening
4 statement. Now, lawyers know this rule. Just to make
5 sure, you cannot -- you've got to be careful what you say.
6 If there's any evidence that may not be admissible, then
7 you can't talk about that in your opening. Because you
8 can't present that to the jury until the Court has
9 admitted it.

10 MR. WEDLAKE: Yes. But I can, certainly, say to the
11 jury that I will be presenting evidence that shows in my
12 defense.

13 THE COURT: Yeah. That's a proper way to respond.

14 MS. O'BRIAN: One other item, Your Honor, that came
15 up as we were talking with regard to the legal issues and
16 instructions on the law, would you like for us to submit
17 proposed jury instructions to you?

18 THE COURT: Yes, if you could.

19 MS. O'BRIAN: I have them for our claims. Obviously,
20 I don't have it for the counterclaims, if those are still
21 even being pursued.

22 THE COURT: You can present them tomorrow.

23 MS. O'BRIAN: Okay.

24 THE COURT: And if you have any --

25 MS. O'BRIAN: And I'll be glad to send those over to

1 you with the exhibits as well.

2 THE COURT: Jury charge, if you have anything -- just
3 to make sure you understand, once y'all complete your
4 case, both sides will have closing arguments. After that,
5 I will charge the jury on the law. If you have any
6 specific laws that you want me to present to the jury,
7 then you need to let me -- you need to send those to me.

8 MR. WEDLAKE: Yes. Now, those are included in what I
9 gave to the clerk this morning.

10 THE COURT: Well, I'm not -- like I said, if you want
11 me -- you need to present them to me and they will be
12 considered as jury charges. Because there's nothing
13 that's coming up on the public index for today. There's a
14 reference that something has been filed, but it's not
15 showing up.

16 MR. WEDLAKE: I'll check with them before I leave.

17 THE COURT: Okay. Anything else then from the
18 Plaintiff?

19 MS. O'BRIAN: I just wanted to clarify so that we
20 have an understanding that we aren't presenting on the law
21 to the jury, that that's the role of the Court.

22 THE COURT: And I'll tell them that.

23 Anything else from you, Mr. Wedlake?

24 MR. WEDLAKE: Not at this time.

25 THE COURT: If y'all can be in here at 9:30.

1 Where's the Wilkins award thing? What courtroom is
2 that in?

3 So I'll be in my office at 9:30. At 10:00, I have
4 another matter, but it should be through by 10:30. And
5 then I'll come and address any issues we need to address.

6 All right. See everybody in the morning.

7 Y'all have a good evening.

8 *****END OF TRANSCRIPT OF RECORD*****

1 TUESDAY, NOVEMBER 28, 2023

2 THE COURT: All right. Were we able to get any
3 stipulations or anything on the exhibits?

4 MS. O'BRIAN: We are working through it, Your Honor.

5 THE COURT: Okay.

6 MS. O'BRIAN: There were a few that needed some
7 commentary removed from the documents.

8 THE COURT: Okay.

9 MS. O'BRIAN: So we've been working on that. We have
10 not gone through our proposed exhibits.

11 THE COURT: All right.

12 MS. O'BRIAN: So we have not stipulated to much yet.

13 THE COURT: Do y'all need a few more minutes?

14 MS. O'BRIAN: Probably so, if that's all right. It
15 should help with the efficiency in the long run.

16 THE COURT: Okay. We'll give y'all a few more
17 minutes.

18 MR. WEDLAKE: Now, how much longer do you think we
19 need here? I think it's going to be more than a few
20 minutes.

21 MS. O'BRIAN: I mean, it looks like most of the rest
22 of these we can work through, just remove the commentary
23 on these, on the rest of your proposed ones.

24 MR. WEDLAKE: But, Your Honor, please correct me if
25 I'm mistaken, but I had anticipated receiving her list of

1 exhibits and that was supposed to be in my possession
2 before 5:00 yesterday. That's what I couldn't remember,
3 when it was that I would receive those.

4 THE COURT: Were you able to get those to him?

5 MS. O'BRIAN: I got them to him. It was about 6:15.
6 I received his and then commented and sent an e-mail. I
7 didn't realize he did not have Internet access except for
8 going to Dunkin Donuts. So he said he had left by then.

9 MR. WEDLAKE: So that's the punch line. I did not
10 receive those. So there --

11 Were there 40 exhibits?

12 MS. O'BRIAN: I think it ended up being about 34.

13 THE COURT: Well, we don't want to let the jury wait
14 too long. I'll give you 15 more minutes. We'll tell the
15 jury we're running a little bit late. In 15 minutes,
16 we'll just deal with it as the trial goes --

17 MS. O'BRIAN: We can do that.

18 THE COURT: All right.

19 MR. WEDLAKE: Well, Your Honor, could I then -- in
20 contrast to that position, could I move so that those
21 exhibits be precluded at this time?

22 THE COURT: On what grounds?

23 MR. WEDLAKE: I haven't had a chance to look at them
24 to verify they're what they claim that they are.

25 THE COURT: Well, if we -- if you can't get them

1 resolved, then when they try to introduce them during the
2 trial, you can look at them during that point. That's the
3 normal process.

4 MR. WEDLAKE: And I would do that by a motion at that
5 time to preclude that as evidence?

6 THE COURT: All right. Well, y'all can work through
7 it. If you can't agree to them, she can try to introduce
8 them. She will present them during the trial. And if you
9 have an objection for the -- then I'll hear it.

10 MR. WEDLAKE: I see. All right.

11 Thank you.

12 (WHEREUPON, a break was taken.)

13 THE COURT: All right. Any progress?

14 MS. O'BRIAN: We've made progress, Your Honor. I
15 think we've, at least, identified all of his proposed
16 exhibits and corrected some items there. He is working
17 through ours. I think currently I have that 1, 2, 3, and
18 5 are agreed to. I don't know how far he has gotten.

19 THE COURT: Have they already been marked?

20 MS. O'BRIAN: They have. But I can take out the ones
21 that are not stipulated to.

22 THE COURT: Are you going to need these for your
23 first witness?

24 MS. O'BRIAN: Some of them. If it's -- if it's
25 easier, we can just admit them along the way.

1 THE COURT: All right. So what has been stipulated
2 to up to this point?

3 (WHEREUPON, there was no response.)

4 THE COURT: What did you say -- Plaintiff's Exhibit
5 what?

6 MS. O'BRIAN: 1, 2, 3, and 5; is that correct?

7 MR. WEDLAKE: Well, Your Honor, again, I didn't
8 receive these.

9 THE COURT: Do you have a problem with Plaintiff's
10 Exhibit Nos. 1, 2, 3, and 5?

11 MR. WEDLAKE: As I flip through, my impression is,
12 again, that a lot of these exhibits are things that I
13 authored.

14 THE COURT: Do you have a problem with 1, 2, 3, or 5
15 is the question, Mr. Wedlake?

16 MR. WEDLAKE: 1, 2, 3, or 5. So let me see. 1, 2,
17 3, and 5. So it's the same thing we spoke about
18 yesterday. These are things that I authored and really
19 belong to me. And my suspicion is that these will be --

20 THE COURT: All right. Do you have an objection to
21 1, 2, 3, or 5?

22 MR. WEDLAKE: Anything that I authored --

23 THE COURT: I don't know what they are. Do you have
24 a problem with 1?

25 MR. WEDLAKE: With 1. All right. So that -- that is

1 a valid thing for 1.

2 THE COURT: All right.

3 MR. WEDLAKE: So no objection to 1.

4 THE COURT: So you stipulate to 1.

5 How about 2?

6 MR. WEDLAKE: Well, the title is, Please give me your
7 proxy. So I'm not sure how that is relevant --

8 THE COURT: All right. That's fine. We're going to
9 go ahead and start the trial.

10 None of the exhibits are in. And she can introduce
11 as she goes along. And I'll hear any objection you have
12 at that time.

13 (WHEREUPON, State's Exhibit Nos. 1, 2, 3, 4, 5, 6, 7,
14 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
15 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34
16 were marked for identification only.)

17 THE COURT: Is the Plaintiff ready for the jury?

18 MS. O'BRIAN: Yes, Your Honor.

19 THE COURT: Is the Defendant ready for the jury?

20 MR. WEDLAKE: Yes, Your Honor.

21 THE COURT: All right. Bring the jury in.

22 (WHEREUPON, the jury came into open court at
23 approximately 10:52 a.m.)

24 THE COURT: All right. Good morning, ladies and
25 gentlemen.

1 I hope everybody had a good evening. We're getting
2 ready to start this trial. But before I give any further
3 comments, I'm going to have the clerk administer the oath.

4 THE CLERK: Ladies and gentlemen, please stand and
5 raise your right hand for the oath in this case. The
6 proper response will be, "I will."

7 (WHEREUPON, the jury was sworn at approximately.
8 10:54 a.m.)

9 THE CLERK: Thank you.

10 Please be seated.

11 INTRODUCTORY REMARKS

12 THE COURT: All right. I will give you a brief
13 summary of what -- kind of the procedure that we'll be
14 going through, and some other information. And then I'm
15 going to turn it over to Plaintiff's attorney and to
16 Mr. Wedlake.

17 All right. First of all, I always like to make sure
18 you understand who all the folks in the courtroom are.
19 Y'all have met the parties and the Plaintiff's counsel.
20 But seated right in front of me is the court reporter.
21 She takes down everything that is said. And then we have
22 the Clerk of Court -- the assistant clerk, who's in charge
23 of administering the oath and keeping up with the records.
24 To my right is my law clerk, who is a law school graduate
25 and assists me with anything that's needed throughout the

1 trial.

2 The most important people for you are the bailiffs in
3 the red coats. They are fantastic here in Greenville.
4 They'll take care of anything you need. So if you have
5 any questions, please, present it to them. If it's
6 something I need to get involved in, they will let me
7 know. So any questions you have, just deal with them.

8 You have a very important role in this matter.
9 You're to determine what the facts in this case are.
10 That's much different than my role. My role is to
11 determine what the law in the case is. And I will give
12 that to you at the conclusion of the case in what we call
13 our jury charge. I'm to preside over the trial and I'm to
14 rule on any objections.

15 Now, under our court rules, we have very specific
16 rules of evidence, which all parties and attorneys must
17 abide by. And it's very strict. So, therefore, when you
18 have objections, that's usually what it relates to.

19 Now, at some point -- it's much more efficient. And
20 if we have to go over some information that we may not be
21 able to present to the jury, we may send you out from time
22 to time. And that's the purpose of that.

23 But your role, again, is to determine what the facts
24 are. And the facts will be how you determine that -- and
25 when I say "determine the facts," it's, ultimately, at the

1 conclusion of this trial, you'll receive a form. It's
2 called a verdict form. And on that form, you will either
3 find for the Plaintiff, if you find the Plaintiff has met
4 their burden. Or you will find for the Defendant, if you
5 do not find the Plaintiff has met their burden or the
6 Defendant has met any burden that he is required to do.

7 And then you may be required to determine damages to
8 be assessed against one party or the other. So that's --
9 when I say you're looking -- you're determining the facts,
10 that's what I'm talking about.

11 Now, how do you determine the facts? You will
12 determine the facts from witnesses that will be presented
13 on the witness stand, evidence, documentary evidence, and
14 any stipulation that may be presented. That's the --
15 that's how you will determine the facts. And you will
16 determine that. But you, also, can consider the
17 credibility or believability of the witnesses that
18 testify.

19 Now, this is -- just to make sure, I always like to
20 distinguish between the burden of proof in a case for
21 criminal matters and civil matters.

22 Now, criminal matters, as you've probably always
23 heard or if you've been involved with a jury in a criminal
24 matter, or maybe you've been involved in a criminal case,
25 or seen on TV, you hear beyond a reasonable doubt. That

1 has nothing to do with this case.

2 Civil cases are by a preponderance of the evidence or
3 greater weight, more likely than not. That's basically --
4 that is the burden of proof on most of the claims being
5 presented here. There may be some additional -- a little
6 bit higher one, but not reasonable doubt, called clear and
7 convincing which may come into play. And I will discuss
8 that with you at the conclusion.

9 Now, it's very important -- and I told you this
10 yesterday. It's very important that you not discuss the
11 case among yourselves, or among other folks. If you start
12 discussing it, then you're starting to make up your mind.
13 Okay. And you shouldn't make up your mind until you've
14 heard all the evidence and you've heard the law that
15 applies. Also, if you start talking to other people,
16 you're getting outside influences that are not involved in
17 the case.

18 Also, it's very important that you not do any type of
19 research. It's very important because, again, everything
20 that you will need to make your decision, you need to get
21 in this courtroom under our rules of evidence. Again, I'm
22 not aware of any media coverage, social media, or anything
23 like that. But, again, it's prohibited that you look at
24 that type of -- any kind of media coverage.

25 We'll take breaks as needed. If at any point you

1 feel like you need to take a break and we don't look like
2 we're getting close to a break, then let us know. We
3 realize this is an inconvenience to you and we try to be
4 as convenient as possible.

5 Normally, we try to break for lunch as close to 12:30
6 as possible. Sometimes, it may depend on where we are
7 with witnesses. But we will work with everybody that's
8 needed for any breaks. And in the morning, we will start
9 back at 9:30. That means -- is everybody -- is that okay
10 with everybody?

11 And as far as -- at the end of the day, we try to
12 stop as close to 5:00 as possible. Sometimes, it may be
13 much earlier than that just because we've gotten to a
14 point where we don't have time to call another witness, or
15 maybe another witness is not available until the next day.
16 And we don't ever try to go past 5:00.

17 If it looks like it's going to -- and when I say go
18 past 5:00, I'm talking about a little bit. If it looks
19 like we're going to be going past 5:00 at any point, I
20 will consult with you and say, hey, we may have to finish
21 up this witness. It may take us 15 more minutes. Does
22 anybody need to make a call? So I try to make sure y'all
23 are always apprised of what's going on and y'all can take
24 whatever steps you need to.

25 Usually, on a case, I ask that you not take notes. I

1 think it's important that you pay attention to the
2 testimony. And this is not going to be a very long trial.
3 It's going to be very important to both sides. But you'll
4 have documents and you'll have exhibits that you will have
5 during your deliberations to review when you're discussing
6 the case.

7 So with that being said, I will now turn it over to
8 Plaintiff's counsel for opening statements.

9 MS. O'BRIAN: Thank you, Your Honor.

10 Is it okay if I move the podium around --

11 THE COURT: Yes.

12 MS. O'BRIAN: -- so I don't have my back to you?

13 May it please the Court.

14 THE COURT: Yes.

15 OPENING STATEMENTS

16 MS. O'BRIAN: Members of jury, first, I want to thank
17 you for being here this morning.

18 I know the first time y'all heard about this case was
19 yesterday when you were called in for jury duty. For my
20 clients, this has been six years of lawsuits, and threats,
21 and other behavior by the Defendant that has caused them
22 to bring this lawsuit. So it's important to them. And I
23 really appreciate y'all's attention to the details here in
24 making a determination on their behalf.

25 What we're dealing with here is an HOA. And you

1 heard a little bit about it yesterday. We've got an HOA.
2 It's the Woodington neighborhood off of Tanner Road here
3 in Greenville. The community has had its HOA for years.
4 And everything had been going smoothly until about 2016.

5 And you're going to hear that in 2016, Mr. Wedlake,
6 who now goes by Mr. Joy, that he brought some issues in
7 front of the board. He was not happy about a management
8 company that was involved with the HOA. And he brought
9 those issues up. He then continued when the next board
10 was elected -- even before they were elected, he reached
11 out to, at least, one of the people that had put their
12 name in the ring for running for the board and said, If
13 you're with me, then we'll be all right. Otherwise, you
14 may be off the board.

15 So you're going to hear about his behavior towards
16 the board in 2017, what happened, how that escalated
17 throughout that time, what threats he made. And they're
18 going to tell you how the board members responded, how
19 they tried to listen to his issues and his requests, how
20 they tried to avoid any kind of litigation, but that he
21 wouldn't be satisfied. That's when he started filing
22 lawsuits.

23 He brought the first lawsuit in 2017. Another
24 lawsuit was brought in 2018 against two former board
25 members. Another lawsuit was brought in 2019, and another

1 lawsuit was brought in 2019. And even with rulings
2 against him in those cases, he then brought another case
3 in 2020. He continued to file these lawsuits threatening
4 the members of the board individually to try to coerce
5 them into doing what he wanted.

6 You're going to hear from some of those board members
7 that were involved, what they were trying to accomplish,
8 how they tried to work with him, and that he wouldn't be
9 satisfied.

10 Now, the claim we're bringing in this case is a class
11 action claim, which means it's on behalf of all of the
12 homeowners in the Woodington neighborhood. And they're
13 bringing this claim because they have had to pay for the
14 defense costs in responding to all of these lawsuits that
15 Mr. Wedlake kept bringing. What -- they had an assessment
16 that was issued out to all of the homeowners that they had
17 paid to try to cover these legal fees from these claims
18 that we contend were not justified and were abuse of this
19 legal system. That he was using the legal system to gain
20 an advantage outside of the lawsuits.

21 So that abuse of process claim, what we have to
22 prove -- and you heard the Judge tell you that the burden
23 is a preponderance of the evidence, or more likely than
24 not. And what we have to prove to you is that there was
25 an ulterior purpose in what he was doing in filing all of

1 these lawsuits. And that he had a willful act not in --
2 not proper in the regular conduct of those proceedings.

3 So you're going to hear about the lawsuits he filed,
4 what the claims were, how those proceeded. And we'll try
5 to keep it out of the weeds a little bit so that we don't
6 get wrapped up into each of those. But each of those
7 lawsuits were resolved not in favor of Mr. Wedlake.

8 So you're going to hear about those. And at the end
9 of trial after you've heard from our witnesses, you've
10 heard from some of these homeowners, some of these board
11 members about what they have gone through for the past six
12 years, we're going to ask that you render a verdict in
13 favor of the Plaintiffs for recovery not only of those
14 fees and assessments they have had to pay for punitive
15 damages to tell Mr. Wedlake that this is not acceptable
16 behavior and that he cannot continue to use the judicial
17 system in this way.

18 Thank you.

19 THE COURT: All right. Mr. Wedlake.

20 MS. O'BRIAN: Would you like me to leave the podium?

21 MR. WEDLAKE: Yes, please.

22 All right. So that was quite a mouthful you heard.
23 And, hopefully, once the evidence is heard and understood,
24 you will conclude that a lot of it was irrelevant and
25 immaterial.

1 But similarly, good morning.

2 I'd like to welcome the jury in this case and point
3 out that this was filed on March 9, 2020. And it was a
4 long time ago. Everyone should recognize this case
5 relates to the Woodington Homeowners Association,
6 Incorporated, which will be referred to as WHOA, I think,
7 throughout the proceedings.

8 So a little bit about me. As Judge Gravely informed
9 you, in March of 2022, I changed from my birth name of
10 Wedlake to my wife's maiden name of Joy. In SC -- South
11 Carolina, people would call me wet lake. Personally, I
12 found this offensive. So after my last remaining parent
13 died, I changed to a much simpler name. That's good news
14 as spell checkers no longer flag my new name as
15 misspelled.

16 As you can see, I'm retired and old. And I was
17 employed as a design engineer with GE after I came to
18 Greenville in August 1999. In early 2000, I served two
19 terms as secretary of the board. Back then, boards acted
20 much differently than the way younger generation boards do
21 today. Generational differences are, perhaps, part of the
22 reason for this change in attitude by recent boards.

23 Okay. So I'm not an attorney, nor have I had any
24 training as an officer of the law. So if I seem clumsy
25 and awkward here in court, I hope everyone will excuse me

1 plainly and simply as a citizen of the United States
2 defendant, that's me, enjoys protections granted under the
3 Bill of Rights as found in the Constitution of the United
4 States.

5 This case seeks to deny defendants from enjoying
6 Constitutional protections, particularly, equal protection
7 of the laws. It is my hope that the jury will be able to
8 discern the truth of the matter as related to disputes
9 with the board and what I saw as unlawful actions of the
10 board. Based upon facts and evidence that will be
11 presented, I think it will become clear as the jury gains
12 understanding that Plaintiffs really have no case. And
13 that the Plaintiffs seeking relief from me cannot be done
14 because I am the wrong party to provide relief.

15 I hope the jury will see that I acted both properly
16 and lawfully. I hope the jury will affirm my
17 Constitutional rights. I hope the jury will acquit me and
18 find I did nothing wrong when I sought to bring
19 improvements to WHOA and bring benefits to the members --
20 to all the members of WHOA.

21 Thank you.

22 THE COURT: Thank you.

23 Plaintiff, you may call your first witness.

24 MS. O'BRIAN: The Plaintiff calls Benjamin Acord.

25 THE CLERK: Place your left hand on the Bible and

1 raise your right hand.

2 WHEREUPON,

3 BENJAMIN ACORD,

4 after first having been duly sworn, testified as follows:

5 THE CLERK: State your name for the record, please.

6 THE WITNESS: Benjamin Acord.

7 THE CLERK: Thank you.

8 Please be seated.

9 DIRECT EXAMINATION

10 BY MS. O'BRIAN:

11 Q I'll move this a little bit so I can see you.

12 Mr. Acord, when did you move into Woodington?

13 A I don't remember the exact date. But I'd been there
14 nine years by the time I served on the board.

15 Q Okay. And what do you do for a living?

16 A I'm a cyber security professional.

17 Q Who do you work for?

18 A Fluor Corporation here in Greenville.

19 Q Have you ever served on the board for the Woodington
20 HOA?

21 A I have.

22 Q And when did you serve on the board?

23 A For 15 months from January 2017 to April 2018.

24 Q Okay. And did you know Mr. Wedlake, who now goes by
25 Mr. Joy, in your time as serving on the Woodington board?

1 A I did.

2 Q And living in the neighborhood?

3 A I did.

4 Q And where does he live in relation to you?

5 A He's two houses down, just across a little cul-de-sac
6 and then two houses after that.

7 Q What, if any, interactions did you have with him
8 prior to 2017?

9 A Very few, if any at all. So they would mainly just
10 be him standing outside at an annual meeting trying to get
11 signatures from members as they passed. But,
12 specifically, when I put my name in to run for the board
13 in 2017, I received a call from Ray. And that was the
14 first direct communication I had from Ray.

15 Q Before we get into that communication with him, you
16 said you're only a couple houses down. Did you ever see
17 any painting or decoration on the Defendant's garage?

18 A I have, yes.

19 Q I'm going to show --

20 MS. O'BRIAN: May I approach the witness?

21 THE COURT: You may.

22 Are you going to use your document arm there?

23 MS. O'BRIAN: I can, yes, sir.

24 THE COURT: I just was going to turn it on.

25 MS. O'BRIAN: That would be great.

1 BY MS. O'BRIAN:

2 Q Mr. Acord, is this an accurate depiction of what you
3 saw on his garage?

4 A Yes, it is. In the time period of 2016 and 2017, it
5 is, yes.

6 THE COURT: All right. Before you show it, it's got
7 to be introduced into evidence.

8 MS. O'BRIAN: Okay. At this time, we would offer
9 this as Plaintiff's Exhibit No. 35 for numbering sake.

10 THE COURT: All right. Plaintiff's Exhibit No. 35,
11 any objection, Mr. Wedlake?

12 MR. WEDLAKE: Yeah. Yes, Your Honor. This was done
13 in 2015, I believe. And it was well before any lawsuits
14 were filed. It was, also, amicably resolved with the
15 board, I believe, in 2016. So it's kind of irrelevant to
16 anything related to a lawsuit.

17 THE COURT: All right. Ms. O'Brian.

18 MS. O'BRIAN: Your Honor, this just kind of starts
19 the whole process. My understanding -- and I don't want
20 to proffer too much -- is that this kind of kicked things
21 off.

22 THE COURT: All right. I'm going to allow it in over
23 the objection of Mr. Wedlake.

24 (WHEREUPON, Plaintiff's Exhibit No. 35 was marked.
25 for identification and admitted into evidence.)

1 BY MS. O'BRIAN:

2 Q So this is what you saw on Mr. Wedlake's garage?

3 A Correct.

4 Q Did you have any understanding of any disputes that
5 he had because of this?

6 A Before running for the board, just a surface level,
7 nothing in depth or in detail. I didn't learn about that
8 until later on.

9 Q At the time, was the Woodington HOA using a
10 management company?

11 A We were, yes.

12 Q Who was that management company?

13 A It was AMG, Associated Management Group.

14 Q Okay. Are you aware of any communications that they
15 had about this garage painting?

16 A I was. In my turn as board president, yes, we found
17 they had sent, I believe, a letter to Mr. Wedlake about
18 his garage door back in 2016, 2015 timeframe.

19 Q Okay. Now, I want to go back. You were talking
20 about the 2017 board elections, that you had put your name
21 in and then you received a call from Mr. Wedlake. Tell us
22 about that call.

23 A It, mainly, was, I heard you put your name in for
24 running for the board. It started out fairly amicably.
25 But then as we talked through things, it was clear he was

1 putting forward that these are the things that I'm
2 standing for, that he was wanting and wanted to know where
3 I stood on those. I said, I'm willing to listen to all
4 sides and all parties. I'm coming into this as a blank
5 slate willing to listen to all sides.

6 And Mr. Wedlake pointed out, well, if I would agree
7 with him, if I went along with what he was saying, it
8 would probably go well for me. Otherwise, he might have
9 to ask me to step off the board, which that doesn't make
10 any sense to me. But I just concluded the call as easily
11 and quickly as I could and hung up. It was a very strange
12 call.

13 Q Were you then elected to the board after that?

14 A I was in January.

15 Q Was Mr. Wedlake elected as well?

16 A He was not.

17 Q During your time on the board, did Mr. Wedlake reach
18 out to you and fellow board members?

19 A Yes.

20 Q Tell me a little bit about that.

21 A In the first five months, we received 20 e-mails,
22 just e-mails from Mr. Wedlake. That is not counting
23 replies to e-mails. That is just direct communication
24 from Mr. Wedlake in e-mail form.

25 We, also, received certified letters from him

1 throughout those months. And these e-mails ranged across
2 the board in topics.

3 Q And how many issues over five months did he bring to
4 your attention?

5 A Roughly, 51. And they vary from, I read the blog
6 cite, you need to read this blog cite and get a response,
7 what do you think about this to you're not following the
8 bylaws. Everything was muddled together in those 20
9 e-mails, 51 issues. They were long e-mails.

10 Q Did you and the board have meetings to respond to
11 these?

12 A We did.

13 Q And did you respond to these issues that he
14 presented?

15 A We did.

16 Q During the course of this and as he was bringing
17 issues up to you, what priority level did Mr. Wedlake
18 express this should be for you?

19 A The highest priority.

20 Q And did he tell you anything, specifically, related
21 to that?

22 A He did. At the time, there was some business travel
23 for some of the board members. There was just family,
24 life issues. And we had confirmed to Mr. Wedlake that the
25 board would meet, at least, quarterly and go over all the

1 issues that all the members had brought forward. We would
2 think through those things and give concerted, clear
3 responses to everything that had been brought forward.

4 And Mr. Wedlake's response was, you are an elected
5 official, your only number one priority is this
6 association indicating everything else must take a
7 backseat, everything else must be deferred except for the
8 association. And that is not how our HOA has ever been
9 run to that degree.

10 Q Did you have a job outside of this?

11 A I did, yes.

12 Q Was this a paid position?

13 A It was, yes.

14 Q Sorry. Your job was a paid position. Was the
15 board --

16 A The HOA board, no, is not a paid position at all.
17 It's volunteer based.

18 Q In comparison, you said that you would meet to talk
19 about the issues that Mr. Wedlake raised, as well as
20 issues that other homeowners raised throughout the
21 community. How many, roughly, would you say other issues
22 came before you?

23 A I can think of only maybe three or four that came up
24 from other members. And they all related either to
25 architectural design questions, which were reviewed by our

1 architectural design person. It was like putting up a
2 fence. In one case, it was a homeowner who has an
3 adjacent property to non-HOA land and that person was
4 putting up a fence. They asked for the board to
5 intervene. And we responded, that's private property and
6 we're not going to inject ourselves into private property.

7 Q So you had responses to maybe three or four others
8 versus the 51 from Mr. Wedlake?

9 A Correct.

10 Q How did things escalate from here?

11 A They escalated through all 20 of those e-mails very
12 rapidly, even the responses to our responses to him. So,
13 for example, if I were to reply to Mr. Wedlake with
14 answers to questions he had raised, he would reply back
15 and include in his responses that we were not answering
16 his questions. We were not responding to him. We were
17 not working with him.

18 And the language escalated into you're not wanting to
19 meet with me, you're not willing to mediate. And that
20 mediation language seemed very odd and striking given
21 where we were in the progression of the communications.
22 Even as -- it seemed to indicate that he was mustering
23 support within the association. We were hearing from
24 members of why Mr. Wedlake is sending letters to them
25 about board inaction, why the board isn't taking him

1 seriously. And none of that was meeting -- especially, I
2 read a blog cite, you need to respond to this. That
3 doesn't carry the same weight as, hey, somebody may be
4 building a fence on my property. That's a very different
5 tone and conversation. For Mr. Wedlake, they were all the
6 same priority.

7 Q Were you aware of any communications that he had with
8 the prior board and the same thing?

9 A I did. Once the board I was on was elected, we had a
10 hand-off meeting with the previous board from 2016. There
11 were three members on that board. And they conveyed, and
12 communicated, and introduced us to the management company.
13 They did a handout of the financials.

14 And at that time, they kind of shared some of the
15 background that kind of happened there. They indicated
16 that that matter was resolved and taken care of with the
17 garage door, but just what to expect to a degree in
18 communications with Raymond Wedlake.

19 Q Okay. Did you see any of the letters or
20 correspondence between Mr. Wedlake and that prior board?

21 A A few.

22 Q I'm going to show you what has been pre-marked as
23 Plaintiff's Exhibit No. 3. Is that one of the letters
24 that you've seen before or that the board had records of?
25 And take your time to look at that.

1 A It is, yes.

2 Q And this is written by Mr. Wedlake?

3 A It is, yes.

4 Q And it was addressed to the three prior board
5 members?

6 A It was -- it is, yes.

7 MS. O'BRIAN: At this time, Your Honor, we would
8 offer pre-marked Plaintiff's Exhibit No. 3 into evidence.

9 THE COURT: Any objection, Mr. Wedlake?

10 MR. WEDLAKE: Yes, Your Honor. The -- I don't think
11 this is relevant to anything that's been said in the
12 testimony so far. Nor has counsel made it clear how
13 it applies to the claims in this case that she has
14 brought.

15 THE COURT: Do you have any objection to the
16 authenticity of the document?

17 MR. WEDLAKE: It does have my signature on it. But
18 I'm not clear what point is being made by this document.
19 And, again, it's something that was just requesting
20 information; right? As you can see in items one and two,
21 which banks, what are the accounts?

22 THE COURT: I'm going to allow it in over the
23 objection of Defendant.

24 (WHEREUPON, Plaintiff's Exhibit No. 3 was admitted into
25 evidence.)

1 BY MS. O'BRIAN:

2 Q Mr. Acord, based on your conversations and review of
3 documents such as this one, what was your understanding of
4 the relationship between Mr. Wedlake and the prior board?

5 A It was very contentious.

6 Q Had he threatened lawsuits to them before?

7 A From what I recall, yes.

8 Q All right. You said that as you continued to respond
9 to Mr. Wedlake that he would ignore your responses and
10 then that you kept trying to respond, but it continued to
11 escalate. What happened in or about June of 2017?

12 A In June of 2017, we had reached a point where the
13 communications had reached such a high peak and it was
14 taking such a toll on us responding, like, the members of
15 the board -- one of the members of the board, actually,
16 resigned due to the way Ray was communicating with them.
17 Immediately after their resignation, he filed a letter to
18 the board being asked to be appointed on the board in
19 their position.

20 So all of that was coming to a head at the end of
21 May, leading into June. And then around June 12th, I had
22 sent a -- pushed Ray to get really clear out of all the
23 items he's raised, what are the critical key things that
24 he thinks are in disagreement with the current board. And
25 he raised six items.

1 The board met. And in five days, I responded
2 directly back to Ray with answers -- board-agreed answers
3 that we thought were best for the entire community, our
4 understanding of the bylaws and underneath the law itself.
5 I replied back to that with Ray. And he replied two days
6 later, I think it was, thanking me for my response,
7 thanking me for giving me answers.

8 And then in the same e-mail, he goes on to say how
9 I'm not giving him answers, I'm not responding to him, not
10 meeting with him. It's just more of the same, even though
11 the responses had been given. It even escalated to
12 demanding that we meet in person or in mediation,
13 otherwise, litigation would be the only recourse Ray saw.

14 At that point, the board had already been planning
15 for a midyear, let's just open the floor up to the
16 homeowners. Maybe there's more people than Ray who have
17 issues that we're not hearing. Let's just see who wants
18 to air some grievances. We held that I think it was
19 July 8th -- no, July 8th is when we met with Ray
20 one-on-one at the fire station.

21 Q Was the mid-year meeting held about a week or so
22 before that meeting with Mr. Wedlake?

23 A I can't remember the exact date on that one.

24 Q Okay. But sometime between when you had responded to
25 those issues, he presented and your July 8th meeting?

1 A Yeah.

2 Q Okay. And in that meeting, had you given Mr. Wedlake
3 another homeowner's notice of it?

4 A We did.

5 Q And did Mr. Wedlake come to that meeting?

6 A He did not. He said the time was not enough for what
7 he wanted to cover.

8 Q Okay. Did he say anything to you about the nature of
9 the issues he had with the board and the appropriate
10 forum?

11 A He -- he expressed that they needed to be in
12 mediation or a court of law. Even when we sat down with
13 him one-on-one, it was clear that the decisions and the
14 responses that the board had given him in June were not
15 enough. He rejected outright what we had said. And
16 unless we went with his reframing of what should be done
17 by the board, there was not going to be progress moving
18 forward. And litigation was the only path forward in his
19 eyes.

20 Q Were those issues personal to him or were they
21 broader homeowner issues?

22 A In the one-on-one meeting we had with Ray at the fire
23 station, it was very personal to him, incredibly personal
24 to him.

25 Q Did he express anything about whether those issues

1 that he brought to your attention should be aired in front
2 of the other homeowners?

3 A He did not want them aired in front of the other
4 homeowners. He said it was inappropriate to do so.

5 Q So you met at a fire station. Why did you meet
6 there?

7 A To give full support to Ray, to hear him out. We let
8 him pick the venue. And he decided on a fire station
9 substation in Mauldin.

10 Q Up to and including that meeting, had you had any
11 correspondence with or knowledge of Mr. Wedlake seeking an
12 attorney?

13 A I did, yeah.

14 Q How did you find out about that?

15 A His attorney was present during the election of my
16 year in 2017 in the -- or in the meeting that was present
17 there for our elections, which was odd. In fact, the
18 other attorneys for the HOA were available there, too, as
19 an extension of the management company, the attorneys
20 associated with that management company. So I did know
21 that there was some heat going on there and that Ray had
22 representation early on.

23 But the extent of his legal representation really
24 kind of came out after July. His attorney accidentally
25 replied to a blind copy e-mail that he was on where he

1 cheered Ray on to continue to press forward with getting
2 board reform and keep at it. And that's when it kind of
3 became really clear that he had outside counsel. This
4 isn't really about the association. There's a bigger
5 picture here.

6 Q I want to go back to that July 8th meeting. Was
7 Ray's attorney there?

8 A He was not.

9 Q What happened at that meeting? How did those
10 discussions proceed?

11 A It started out with an agenda that Ray had set
12 forward. And it, actually, was the exact six items that I
13 responded to earlier that month that he had thanked me for
14 in getting answers. The meeting took an hour in length.
15 And throughout that hour, he worked through rejecting the
16 board's response on every single point and pushed us to
17 reverse positions and assume his role and his response on
18 all of them.

19 It was the board's stance if we had done so, it would
20 not have been in the best interest of other members. And
21 in some cases, it may have moved us into a state of not
22 being in compliance with the law itself or our bylaws.
23 And then it evolved into once we reached again to the
24 sixth point, the meeting was kind of wrapping up and it
25 became a lot more of a personal problem issue, I would

1 say.

2 Q And I want to get into that. But going back to the
3 six points, the nature of those, did any of them have to
4 do with the prior board?

5 A They had to do with the management company. And I
6 can pull up a memory aid if you'd like to look over and
7 see what those six were. But they were, basically, like
8 are you going to follow the law? Are you going to follow
9 the bylaws? Things that he had been pressing for quite
10 some time, which everybody that's on the board is doing
11 that. I mean, that's what we're there for.

12 Q Did you ever -- did you or any other board members,
13 to your knowledge, ever explain that you were not going to
14 follow the laws or bylaws?

15 A No, no. In fact, he did speak a bit about the
16 previous board at the meeting.

17 Q And I want to talk a little bit about you said it
18 escalated and got more personal in the end. How did you
19 try to bring resolution at the end before it escalated?

20 A So after we had gone through all six points, I asked
21 Ray if he would maybe get a little bit deeper on these
22 issues. We've already answered these issues. We've been
23 through these. There seems to be something here that's a
24 bit more tangible than our board. We've been in as a
25 board for five months and we've been dealing with so many

1 other issues that you've raised. How is this just about
2 us? What else is going on here?

3 He -- I said, It seems like it's related to you
4 receiving a letter from AMG about your garage door and
5 this is a beef you had with the previous board. And I
6 said, What was that like for you? I just wanted to
7 understand where he was coming from, maybe get a little
8 bit better common ground maybe.

9 And he moved his middle finger maybe a couple inches
10 from my nose and he said, It was like this. And he just
11 held it there and kept talking. He would not put it down.
12 It was, like, They did this to me. That's what it was
13 like to be told I needed to paint my garage door.

14 And I said, I understand where you're coming from.
15 Thank you. Please, you can put your hand down now. And
16 he just kept holding it there and just staring, like, deal
17 with it. But the middle finger, actually, has become a
18 pretty common gesture from Mr. Wedlake, quite frankly.

19 Q What do you mean by that?

20 A So I'm two doors down from Mr. Wedlake's house. He
21 would go running most nights. But as these escalated, my
22 sense of safety and security for my family was not -- it
23 felt compromised to a degree.

24 Ray often runs with a black baseball bat almost every
25 night, with a hoodie cinched really tight. It's dark

1 clothing. And he would run directly straight towards my
2 front door. And I would watch him to see if this is going
3 to be the day he crosses my property line and comes
4 towards my house where my kids play right now. There's a
5 man with a baseball bat running towards my property. To
6 see if he would turn. And he would cut it all the way up
7 to that curve and then he would cut and go.

8 So a year, a day, that's what it's like living in the
9 neighborhood with Raymond Wedlake. You get the middle
10 finger while he runs by your house. And if you haven't
11 served on the board, the finger goes away. In our court
12 case, he said it was repetitive stress disorder. But
13 we're the ones getting the repetitive stress of that
14 middle finger every single time he runs or is parading in
15 front of our house.

16 Like, there was one time I looked out my front window
17 and he had come back from a run. And it was like he was
18 firing pistols into the air, waving his middle finger
19 around parading up and down the curb before he went back
20 to his house. Like, the amount of bravado that he was
21 expressing with those gestures was -- seemed to be how he
22 was, also, communicating with the members.

23 Because while -- he was telling us to be quiet and
24 don't communicate to the members about these legal
25 matters. This isn't for the other members to know about.

1 It would be crude for them to know about it. This is a
2 beef between us. He would be mailing letters directly to
3 the homeowners telling them, Why isn't the board
4 communicating with you? You have a right to know why the
5 board is not doing these things.

6 So if we do take an action, he threatens a lawsuit
7 because we've breached some form of confidentiality with
8 him. All the members are seeing the middle fingers going
9 around. And the board feels trapped. And there's things
10 we, actually, need to do as a board to get our role done
11 that we volunteered for that aren't, quite frankly, part
12 of all this.

13 Q So how did that -- that July 8th meeting end?

14 A With the board committed that we can't back off of
15 these items without considering a risk to the association
16 or the board members itself. And we concluded and wrapped
17 up that -- and there was no agreement.

18 Q To -- to your best efforts, was there a response
19 given to each of the items?

20 A Yes.

21 Q That Mr. Wedlake raised?

22 A Yes. And that includes in the e-mails that he had
23 mailed throughout that time. We did our best to meet and
24 respond back to him in a timely manner that fit with the
25 board, their day jobs, their family life. That's why we

1 committed.

2 We can have board meetings regularly. We're not
3 going to have them every single week. And there were many
4 times the e-mail from Ray was, I want a response from you
5 by this date. And it was three to five days in the
6 future. And that's just not going to fit for people
7 living a life and volunteering on a board in a very quiet
8 HOA, all things considered.

9 Q Did you have any other discussions with Mr. Wedlake
10 prior to a lawsuit being filed?

11 A Other than pleading with him that nothing in anything
12 he's raised is grounds for litigation. We had, I think,
13 four total meetings with Mr. Wedlake. I think two of
14 those were prior to him filing on October the 5th. And
15 then two others were a mediation that happened. And then
16 a, like, lawyers meeting in January.

17 Q So you said you came onto the board in April of 2017?

18 A It was January of 2017.

19 Q Okay. January of 2017. So between January and
20 October of 2017, you had four different meetings with
21 Mr. Wedlake?

22 A No. There was one in person at the Mauldin
23 substation three. There was a meeting that we hosted for
24 all members that he didn't show for, even though we
25 allocated private time for him and were willing to go up

1 to 20 minutes to say just block in what is critical.

2 Let's just, at least, put a common ground in place and be
3 all on the same page. And he decided not to show because
4 we hadn't provided an agenda. But it wasn't our agenda to
5 set for what his items were on that list. So he decided
6 it wasn't worth it to him to show up to that.

7 Q And that's in addition to all the e-mail responses
8 you mentioned?

9 A Correct.

10 Q All right. Can you turn to tab four in front of you?
11 If you'll take a moment to review that. And then if you
12 can tell us what it is.

13 A This is the summons I received on October the 5th
14 that Raymond Wedlake had filed a complaint against me
15 individually.

16 Q And is that the complaint that follows?

17 A It appears to be so, yes.

18 MS. O'BRIAN: Your Honor, at this time, we'd move
19 Plaintiff's Exhibit No. 4 into evidence.

20 THE COURT: Any objection?

21 MR. WEDLAKE: Yes, Your Honor. As you can see, this
22 was filed by my attorney at the time. And it very plainly
23 states in the caption the board of directors of Woodington
24 Homeowners Association and Association Management Group.
25 This was not filed against Mr. Acord personally.

1 THE COURT: All right. Other than that, then I'm
2 going to allow it in as a public record.

3 This is exhibit what?

4 MS. O'BRIAN: Plaintiff's Exhibit No. 4.

5 THE COURT: Plaintiff's Exhibit No. 4.

6 (WHEREUPON, Plaintiff's Exhibit No. 4 was admitted into
7 evidence.)

8 BY MS. O'BRIAN:

9 Q And, Mr. Acord, was your name in the case caption on
10 that lawsuit?

11 A Yes, it is.

12 Q And is it listed as you and the other board members
13 in your capacity as the current board members of the HOA?

14 A Yes.

15 Q Had Mr. Wedlake requested any documentation related
16 to insurance prior to this?

17 A He had.

18 Q What kind of information had he requested?

19 A He -- among -- he wanted a copy of the insurance
20 policy itself.

21 Q And this was a -- what kind of policy was this?

22 A Directors and officers insurance coverage.

23 Q Okay. And was that provided to him?

24 A Not until the lawsuit progressed.

25 Q Okay. Was this covered by insurance?

1 A It was not, no.

2 Q Do you have any understanding of whether it was his
3 goal that it be covered or not covered?

4 A My understanding is it was his goal that it not be
5 covered by insurance, to make the individual members of
6 the board put forward their own either coverage for legal
7 fees or to represent themselves, which the board's
8 understanding was we could not represent ourselves in a
9 legal matter affecting the association like this. But we
10 didn't learn that we couldn't be covered by directors and
11 officers for about two weeks in this process.

12 Q And I don't want to go into all of the specifics of
13 the allegations in this lawsuit. But, generally speaking,
14 what was he alleging -- what was he trying to get out of
15 this?

16 A I was really surprised. It had nothing to do with
17 the six items that he had raised back in June. Maybe a
18 few of them touched on those. But in the complaint, there
19 were 84 items that were enumerated. There were, also, 12
20 things that he asked the Court to rule for him. But this
21 was -- and he previously had said when I claimed that he
22 had raised 51 issues in the e-mail, he was like, That
23 can't be right. You need to number those out for me.

24 Then to look at the complaint and see the number
25 skyrocketing into 84 and then 12 additional items that he

1 asked the Court to do, he -- he wanted the board through
2 this action to implement what he wanted. And that
3 included dismissing our management company and putting in
4 place the things that he had been asking the board to do,
5 specifically, which we had previously said we were not
6 going to do, among many other things.

7 Q Did you feel like you had any option but to give in
8 to exactly what he asked or deny it? Was there any middle
9 ground?

10 A There's no middle ground, no. In fact, that became
11 very clear as we moved through -- any face-to-face
12 discussion we had in July, any in-person attempts at
13 communication or even in responses to e-mails, it was very
14 plain. As we would respond back to him with answers, what
15 would come back was not so much a, hey, thanks for moving
16 towards a common ground. It was advancing farther away
17 from that towards you need to keep moving towards my
18 decision.

19 And then he would not say it's not my way or the
20 highway, but then he would demand you either go to
21 mediation or it's going to be a lawsuit. And even during
22 the lawsuit, there were threats of you're just another
23 lawsuit away.

24 Q And just as an example, some of the issues, the types
25 of issues that were raised in these -- this list of 84,

1 were there anything to do with meeting minutes or how
2 people were referred to?

3 A Yes.

4 Q Can you explain that?

5 A So one of the key things that he had asked for
6 throughout 2017 was the meeting minutes from the annual
7 meeting in January when the board I was on was elected.
8 He wanted the previous board to no longer be referenced as
9 the Woodington board. He wanted them referred to as the
10 board of pretenders. And he required that the minutes --
11 the official minutes of the association be modified to
12 reflect that.

13 And our board sat down -- and even as to my
14 perspective that was a ludicrous request -- we entertained
15 it as a valid request. And we thought this is, at best,
16 if we say it out loud, slander maybe, at worst, libel. It
17 wasn't good for the board to exercise and do. And we are
18 not going to name call other members of our community who
19 were fulfilling this role.

20 Q So part of what the lawsuit was brought over -- in
21 conjunction with 83 other items was to call the prior
22 board the board of pretenders?

23 A Correct.

24 Q Were you able to communicate at all with the
25 homeowners about what was going on during this time?

1 A A small bit. There were a lot of challenges by both
2 Ray and his attorney to keep us from communicating with
3 the members, including even sending out notices about
4 special meetings or the annual meeting. Even though he
5 challenged us, you've got 90 days where you need to notify
6 the members of an annual meeting.

7 Anything that we sent out to the members had to be
8 carefully guarded because Ray would immediately turn
9 around and, like, hammer us back with challenges about it,
10 or send other letters to the homeowners, in some cases, on
11 fake homeowner association letterhead to the members
12 challenging what we had said, completely changing the
13 narrative and twisting it.

14 But from a board perspective, we have to be very
15 careful how we're communicating to the members, especially
16 when we're under threat of litigation for literally
17 everything that's being sent out.

18 Q Did he post openly on NextDoor or other social
19 website's about what was going on?

20 A He did.

21 Q Did you see a lot of those posts?

22 A I saw some of them. The stress level was all I could
23 bear just dealing with his e-mails and letters and just
24 trying to get through those and being sane enough to be
25 with my family. I didn't like adding an extra source feed

1 into that, to be honest.

2 Q Did you continue to serve on the board after 2017?

3 A No, no, no.

4 Q But at that time, the lawsuit continued on?

5 A It did. And that was the primary reason I couldn't
6 continue to serve. In addition to caring for my family, I
7 knew that I was going to be facing time dealing with a
8 lawsuit throughout 2018, which he then appealed and even
9 took to the Supreme Court.

10 So when you say six years, me getting off the board
11 in April of 2018 was I knew any free time I had needed to
12 be allocated to just defending myself in a court of law,
13 the things I didn't do wrong by my perception in 2017.

14 Q As you proceeded towards trial, were there efforts by
15 the board -- by yourselves or through your attorneys to
16 work through some of these issues, try to resolve things?

17 A Yes.

18 Q Tell me a little bit more about that.

19 A As we reviewed the 84 something items, initially, it
20 was really bad. Because when we got notice that we had --
21 like, this exhibit you just entered, it says in here we've
22 got 30 days to respond with answers back to the Court.
23 And we didn't have an attorney.

24 And so we filed with our homeowners insurance to try
25 to get coverage through State Farm. But because of the

1 way it was crafted, it was not covered because there were
2 no official damages listed from a dollar value, not even
3 one dollar was named in the actual complaint itself.

4 And so halfway through, if not a little bit more, we
5 found out we would have no legal coverage from our
6 insurance provider. And so these voluntary board members,
7 we scrambled to try and find an attorney. Our management
8 company recommended someone. And it was that legal
9 counsel who picked this up and filed our response and then
10 started structuring towards what would happen in January
11 where we met for mediation to go over the items and try
12 and whittle this down to a manageable level.

13 Q Why did you feel like you needed an attorney to
14 respond?

15 A Our understanding of the nonprofit corporate law,
16 which we are not lawyers, was that we could not represent
17 ourselves. And additionally, the thought of representing
18 myself and four other members that were individually named
19 in a court of law was not something I personally felt
20 comfortable being able to do.

21 Q And was this associated with your role as a board
22 member for the HOA entity?

23 A Yes, it was.

24 Q So as you proceeded towards trial with this first
25 lawsuit, were those issues able to be whittled down at

1 all?

2 A They were. They made it down to six items for the
3 trial date.

4 Q Okay. And do you recall what happened when those
5 were presented to trial?

6 A When they went to -- during the trial itself, one was
7 randomly struck by Mr. Gibson, Mr. Wedlake's attorney, at
8 the time, which caught our attorney off guard. He wasn't
9 aware that that was one they were willing to drop or
10 discuss. But we gladly cut the number down to five that
11 we needed to work through during trial.

12 Q What happened at trial?

13 A I was assisting our attorney in handing out the
14 evidence that was being presented. As I would hand some
15 over to Mr. Gibson, who was Mr. Wedlake's attorney at the
16 time, both he and Ray would make comments that they didn't
17 need evidence, the case was on their side. They just
18 would roll their eyes every time we would hand something
19 over.

20 And then throughout the testimony, Mr. Wedlake was
21 the only one who, actually, testified during the trial.
22 And due to the lack of their -- his attorney submitting
23 evidence into the case, I think it was on the grounds of
24 procedure, it was ruled in our favor.

25 Q And Mr. Wedlake was the Plaintiff in that case?

1 A He was.

2 Q And so, to your understanding, was he the one that
3 had to, actually, prove up these claims that he brought?

4 A Yes.

5 Q Okay. And, to your understanding, what was the
6 judge's determination as to whether he was able to prove
7 the claims?

8 A That he did not.

9 Q Did the Judge find that any of those claims were moot
10 or just not applicable claims?

11 A Yes. In fact, he found there was nothing the Court
12 could, actually, rule on based upon what had been
13 submitted.

14 Q All right. Now, I want you to turn to tab 10. Was
15 Judge Simmons the judge that you had this trial in front
16 of?

17 A Yes, it was.

18 Q Okay. And, to the best of your knowledge, is this a
19 copy of the order that Judge Simmons entered in that case?

20 A Yes, it is.

21 MS. O'BRIAN: Your Honor, at this time, we'd offer
22 Plaintiff's Exhibit No. 10 into evidence.

23 THE COURT: All right. Any objection?

24 MR. WEDLAKE: I think -- yes, Your Honor. I think
25 they're going to use this for, you know, basically, an

1 invalid purpose to cite stuff, which I have an exhibit
2 where -- where when I present in contrast to this
3 testimony that will show exactly the truth of the matter.
4 And I think, you know, all of this testimony is kind of
5 irrelevant so far. Because their lawsuit they brought is
6 that I abused the court legal system. So all this other
7 stuff, I think, again, is irrelevant.

8 THE COURT: All right. And I think it's relevant
9 based on the abuse of process claim. And that's your
10 basis. I'm going to allow it anyway over your objection.

11 (WHEREUPON, Plaintiff's Exhibit No. 10 was admitted
12 into evidence.)

13 BY MS. O'BRIAN:

14 Q So what was your understanding based on this ruling?
15 Had Mr. Wedlake succeeded in his claims?

16 A No. It supported that the board had taken the right
17 actions, that we had, in fact, acted in the best interest
18 of the association.

19 Q And prior to the trial of this, I know we had talked
20 about earlier that one of the things he wanted was for you
21 to acknowledge you had followed the laws. Had you already
22 acknowledged that you would do so?

23 A Yes.

24 Q Was that one of the issues that was still brought to
25 trial?

1 A I believe, so, yes.

2 Q Okay.

3 A Yes. That was the key point that our attorney made.
4 And he pointed out the e-mail that I replied to and said,
5 We must follow the law. That's -- I expected his
6 statement.

7 Q If you'll turn to the exhibit prior to that,
8 Plaintiff's Exhibit No. 9, did you ever receive a copy of
9 this letter or see a copy of this that was sent out?

10 A I did see a copy of this, yes.

11 Q Okay. And what is it?

12 A This is a letter that Ray had mailed to the
13 homeowners in the association.

14 Q Okay. And, to the best of your knowledge, is this a
15 fair and accurate copy of that document, as you recall?

16 A It is.

17 MS. O'BRIAN: Your Honor, at this time, we'd move to
18 offer Plaintiff's Exhibit No. 9 into evidence.

19 THE COURT: Mr. Wedlake, any objection?

20 MR. WEDLAKE: Yes, Your Honor. It's not clear what
21 purpose is being brought with this exhibit. And, again,
22 this is a letter to the members of the WHOA to inform the
23 members of the nature of what was happening since the
24 board, basically, would keep everything secret so that the
25 members would have no knowledge of anything that was

1 happening in the association.

2 And you may know that it's as -- in the bottom
3 paragraph -- next to the bottom paragraph that, you know,
4 here's where we are to explain to the members what was
5 being done. And I think the intent of the Plaintiffs
6 entering this exhibit is contrary to the true nature of
7 the exhibit.

8 THE COURT: Let me ask you this, do you have any
9 objection to the authenticity of this document? Is it a
10 document you prepared?

11 MR. WEDLAKE: It does contain my signature and was a
12 letter I sent to the members.

13 THE COURT: All right. Well, based on that, I will
14 allow it in as an exhibit now.

15 (WHEREUPON, Plaintiff's Exhibit No. 9 was admitted into
16 evidence.)

17 MS. O'BRIAN: And, Your Honor, if we can put this one
18 on the screen.

19 BY MS. O'BRIAN:

20 Q Mr. Acord, in this letter, how did Mr. Wedlake
21 represent that the lawsuit against you went?

22 A It reads as if it went in favor of his position.

23 Q Did he say this was a win in here?

24 A In the first sentence, it seems to indicate that
25 where he's declaring, Good news, the board must comply

1 with the bylaws was delivered.

2 Q Okay. After he sent this out to the members, were
3 you, as the board, able to respond at all?

4 A I don't recall. This is just on the eve of us having
5 an annual meeting, to be honest. I think the meeting was
6 on the 26th for elections and to rotate off the board.

7 Q What did Mr. Wedlake do after the judgment in this
8 first case was handled? Did he accept the judgment as it
9 was?

10 A He did not, no.

11 Q What did he do?

12 A He appealed the case.

13 Q To the Court of Appeals?

14 A He did, yes.

15 THE COURT: Ms. O'Brian, just for housekeeping
16 purposes, any document -- any exhibits that have been
17 introduced, they need to -- make sure they're separated
18 from the notebook. Because the notebook has some that
19 have not been introduced. And I think we need to make
20 sure we get that -- keep that clear and they have the
21 proper exhibit stickers on there.

22 MS. O'BRIAN: Okay.

23 THE COURT: In looking at that, yeah, they need to
24 have exhibit stickers.

25 MS. O'BRIAN: Do you want it on those or on the copy

1 that you have?

2 THE COURT: Whatever, as long as we have -- I want to
3 make sure -- so she has a separate copy?

4 MS. O'BRIAN: She does.

5 THE COURT: Okay. I think we need to have a stack of
6 those.

7 MS. O'BRIAN: Okay.

8 THE COURT: Let's take a short break so we can kind
9 of work on housekeeping. And I'll bring you all back out
10 in just a few minutes.

11 (WHEREUPON, the jury was excused from open court at
12 approximately 12:00 p.m.)

13 MR. WEDLAKE: So may I go out to the restroom,
14 please, Your Honor?

15 THE COURT: Yes. But let me go over something first
16 before you do that.

17 If he's identifying something, then that needs to be
18 the exhibit. And that's what's introduced. And we need
19 to have that marked.

20 MS. O'BRIAN: Okay.

21 THE COURT: I know you've got tabs, but I want to
22 make sure that the record is clear.

23 MS. O'BRIAN: No. That's fine.

24 THE COURT: And just for planning purposes, how much
25 longer will you have of this witness?

1 MS. O'BRIAN: I don't anticipate very much longer.

2 THE COURT: And the reason is --

3 And, Mr. Wedlake, I'm going to let you know, there's
4 a lady on the jury who is breast-feeding and pumping. And
5 we are working with her schedule as much as possible. I
6 told her we would work with her.

7 MS. O'BRIAN: Yes, please.

8 THE COURT: And she would need to break between 12
9 and 12:30. So I was thinking if we could finish up here,
10 we could take a lunch break. And then you could
11 cross-examine after lunch. And that would allow her to
12 fit with her schedule.

13 MS. O'BRIAN: That sounds great.

14 THE COURT: Does that work with you?

15 MR. WEDLAKE: Yes, Your Honor. And I just need to go
16 to the restroom.

17 THE COURT: That's fine. I just wanted to get that
18 on the record.

19 We'll take a five --

20 MS. O'BRIAN: We'll get everything stamped.

21 THE COURT: Mr. Acord, you're in the witness bubble.
22 That means you cannot discuss your testimony with your
23 lawyer or anything like that. Okay.

24 THE WITNESS: Yes, sir.

25 THE COURT: And you'll be back on the stand.

1 All right. We'll take a five-minute break.

2 (WHEREUPON, a break was taken.)

3 THE COURT: Is the Plaintiff ready for the jury?

4 MS. O'BRIAN: Yes, Your Honor. We've probably got
5 five, 10 minutes left for us.

6 THE COURT: We'll go ahead and start your
7 cross-examination before lunch, or do you want to wait
8 until after?

9 MR. WEDLAKE: Wait until after lunch, Your Honor, so
10 I can be sure to kind of assemble everything.

11 THE COURT: Okay. I'll let you do that.

12 All right. Bring the jury in.

13 (WHEREUPON, the jury came into open court at
14 approximately 12:23 p.m.)

15 THE COURT: All right. You may proceed with your
16 questions.

17 BY MS. O'BRIAN:

18 Q All right. Mr. Acord, I want to back up a little
19 bit. We were talking about what happened throughout this
20 lawsuit, but I want to go back just a little bit. Did you
21 ever mediate with Mr. Wedlake during the course of the
22 lawsuit?

23 A We did.

24 Q Tell me a little bit about that.

25 A It was arranged by the attorneys. We met at Upstate

1 Mediation Center, I think it was called. And there was a
2 mediator between the two attorneys. They sat in the room
3 with the mediator. And Mr. Wedlake went in one space that
4 we didn't have access to and we went into a different
5 room. And then they worked through -- at the time, it was
6 still roughly, like, the six issues from June.

7 Q Okay. Did you reach a resolution? And I don't want
8 to know the contents of any of that. But did you reach a
9 resolution?

10 A No. There was no signed agreement on any of the
11 points. We thought that something had been pieced
12 together or scratched out, but there were no signatures or
13 signed off by any of the attorneys or the mediator.

14 Q Whether there was anything signed, what was the
15 understanding of the parties leaving that mediation? Was
16 it resolved?

17 A It wasn't resolved. But there was an understanding
18 that we had common ground and maybe we could move forward.
19 There was a place where we could move things away.

20 Q And what happened after that?

21 A The trial proceeded. Everything went forward as if
22 that had never happened. In fact, I think the next
23 response we saw to the members from Mr. Wedlake was quite
24 the opposite, actually.

25 Q Throughout the lawsuit and your time on the board,

1 you mentioned that Mr. Wedlake was sending letters, and
2 e-mails, and posts out to the homeowners; is that right?

3 A That's correct.

4 Q Okay. I want to show you what's been pre-marked as
5 Plaintiff's Exhibit No. 8. I'll keep it out for just a
6 moment.

7 A Okay.

8 Q Is this one of those posts?

9 A Yes, it is.

10 Q Do you recall seeing this one?

11 A I do.

12 Q Does this appear to be a fair and accurate copy of
13 that post?

14 A Yes, it is.

15 Q Did Mr. Wedlake have -- what was his access to
16 NextDoor? Did he have any particular rights or
17 responsibilities on there?

18 A Not on behalf of the association, no. He, initially,
19 started posting to the Woodington Homeowner's Association
20 channel. And then he was directed to create his own
21 private group where he could share whatever he wanted.
22 And that was the result of member backlash.

23 Q Okay. So was he in control of this particular page?

24 A The particular subgroup, yes.

25 MS. O'BRIAN: At this time, I'd move Plaintiff's

1 Exhibit No. 8 into evidence.

2 THE COURT: All right. Any objection, Mr. Wedlake?

3 MR. WEDLAKE: There again, Your Honor, I'm not clear
4 on the relevance of this for the nature of this case,
5 which is abuse of court process. And, again, if -- and I
6 will in cross-examination ask the witness to comment on
7 all this stuff. But, again, intent is to inform the
8 members about what was happening and what was being done.

9 THE COURT: Well, that's the document. Do you object
10 to the authenticity of the document?

11 MR. WEDLAKE: No. This is something that was -- but,
12 again, the purpose for which it is being presented at this
13 time is inappropriate.

14 THE COURT: Right. Again, but the main thing here --
15 but the authenticity of it, is there any question on that?

16 MR. WEDLAKE: No.

17 THE COURT: As far as your signature and it went --
18 it is a document --

19 MR. WEDLAKE: This, again, was a post on --

20 THE COURT: Okay. Post, I'm sorry.

21 MR. WEDLAKE: -- a website. So there's no signature
22 that appears on it.

23 THE COURT: Right. But I appreciate your other
24 objection.

25 But as far as it being authentic, something coming

1 from you, do you have any objection in that regard?

2 MR. WEDLAKE: This is a post that I made. But,
3 again, it's being presented for irrelevant purposes. And
4 it's irrelevant. It can't be admitted into evidence.

5 THE COURT: Then subject to his objection, I will
6 allow it in as Plaintiff's Exhibit No. 8.

7 (WHEREUPON, Plaintiff's Exhibit No. 8 was admitted into
8 evidence.)

9 BY MS. O'BRIAN:

10 Q Did Mr. Wedlake talk about attorney's fees and
11 expenses?

12 A Yes.

13 Q Can you explain a little bit about what he was
14 telling everybody?

15 A At this point, being January of 2018 and bleeding
16 into the February 5th special meeting with the members, he
17 was reporting that the board had entered into an expensive
18 agreement with our attorneys. That we were racking up
19 legal fees that were then going to be dumped on the
20 association.

21 But he was not privy to any discussions or
22 negotiations with any attorneys. And he was ignoring all
23 of the communications as well. In this, he spells out
24 that the board can only approve a \$1,500 cap. He goes
25 through and itemizes out what his position was on this.

1 Q Okay. And we talked about the fees and expenses
2 here. Did Mr. Wedlake or his attorney on his behalf ever
3 communicate about his own financial situation?

4 A He did. He did. I remember his attorney making some
5 comments that caught me off guard. I don't remember the
6 details. But they were that Raymond was very nicely
7 situated and had set aside some significant funds to make
8 the board take whatever action he intended.

9 Q How did you take that information?

10 A I was shocked by that. I mean, our community has
11 many retirees, single incomes. The thought that he would
12 be willing to set aside some of his own wealth to force
13 financial harm or issues on other people to step forward
14 with their own legal fees on the line, I was just taken
15 aback.

16 I said, you know -- my response to Mr. Gibson was,
17 You're assuming there are other millionaires, but none of
18 us want to put money forward -- our own money on any of
19 these issues. Nobody else in the community is asking for
20 any of this. And he just kind of shrugged and wandered
21 off.

22 Q At trial, after having filed it and gone through
23 mediation and gone through the negotiation process trying
24 to whittle things down, did Mr. Wedlake or his attorney
25 enter the bylaws that he had questions about?

1 A They did not, no.

2 Q So that wasn't even offered for the Court's
3 consideration?

4 A No. And it was a key part of everything they thought
5 we weren't doing right. We weren't following the bylaws.
6 Then they didn't enter the evidence of the bylaws.

7 Q All right. And you said that he then filed an appeal
8 of Judge Simmons' order. What was the result of that, to
9 the best of your knowledge?

10 A It was not entertained. It was dismissed.

11 Q After the Court of Appeals dismissed it, then what
12 happened?

13 A Mr. Wedlake filed -- submitted it to the state
14 Supreme Court for it's review. Because he felt that -- he
15 expressed it to the members of the association that
16 somehow we had tricked the judges. He went, pretty much,
17 at length about what he thought we had done to get this
18 through.

19 Q And what was the outcome at the South Carolina
20 Supreme Court level?

21 A It was not heard or recognized as being -- having any
22 merit.

23 Q Let me -- skip ahead in our numbering a little bit to
24 what's been marked as 25, as well as 26. If you'll take a
25 look at those. Can you tell us what number 25 is?

1 A Number 25 is the Supreme Court of South Carolina
2 issuing a dismissal of the submission.

3 Q And what's No. 26?

4 A It is a letter from Raymond Wedlake to Chief Justice
5 Donald Beatty.

6 Q And that's the Chief Justice of the South Carolina
7 Supreme Court?

8 A Yes. That's correct.

9 MS. O'BRIAN: At this time, we'd move Plaintiff's
10 Exhibit Nos. 25 and 26 into evidence.

11 THE COURT: Any objection as to these?

12 MR. WEDLAKE: Yes, Your Honor. Again, they're being
13 entered as irrelevant purpose. What the South Carolina
14 Supreme Court did in not hearing the case in no way
15 reflects upon any abuse of process that I alleged as
16 having been done. And the same with Plaintiff's
17 Exhibit No. 26. I'm just pointing out to the Chief
18 Justice that there seemed to be an error in what they had
19 done.

20 THE COURT: All right. Any objection to the
21 authenticity of the documents?

22 MR. WEDLAKE: No. But, again, I'd object to them as
23 irrelevant.

24 THE COURT: And I believe that they're relevant based
25 on the previous lawsuits which the abuse of process is

1 based on. So I believe they are relevant and I'll allow
2 them in.

3 But I think the letters -- it was a file -- a public
4 record; is that correct? Let me see that. It has a file
5 stamp on it.

6 MS. O'BRIAN: I know it was sent to the Supreme
7 Court.

8 THE COURT: Yeah. It has a file stamp on it. It was
9 filed with the clerk of court on October 18, 2021 with
10 Paul Wickensimer. So I will, also, allow it in as being a
11 public record.

12 (WHEREUPON, Plaintiff's Exhibit Nos. 25 and 26 were
13 admitted into evidence.)

14 BY MS. O'BRIAN:

15 Q So after the -- Judge Simmons and the Circuit Court,
16 court of appeals, and the Supreme Court of South Carolina
17 had decided the case that Mr. Wedlake brought -- he then
18 sent this letter; is that right, to the Chief Justice?

19 A Yes.

20 Q Now, we talked about the lawsuit that you were
21 involved in personally. To your knowledge, was there
22 another lawsuit filed against prior board members in or
23 about 2018?

24 A I don't know if it materialized into a lawsuit
25 itself. I remember hearing from the previous board that

1 Mr. Wedlake had pulled them into mediation. That they met
2 and he settled with them with no admission of guilt, ors
3 cause, or anything else. They just, basically, aired
4 grievances and walked away. But he continued to hound us.

5 Q And that was against members of the 2018 -- or the
6 2016 board?

7 A 2016 board.

8 Q What has been your experience after your involvement
9 in the lawsuit where you were personally named within the
10 homeowners association at Woodington?

11 A It's mixed to a degree. I really enjoy our
12 neighbors. We all get along pretty well. There's a lot
13 of really sweet souls in that neighborhood. My proximity
14 to Mr. Wedlake's residence and Mr. Wedlake was a big
15 problem for me emotionally and personally.

16 Q And as one of homeowners within the association, have
17 you had to pay any fees related to these lawsuits?

18 A Yes, yes.

19 Q Do you recall about how much?

20 A \$250 was the assessment.

21 Q Was one of them?

22 A Yeah.

23 Q Was there another one for about \$500?

24 A Yes. So this is where Mr. Wedlake was earlier
25 saying, you know, they can only extend \$1,500 for a

1 project. He was indicating that we couldn't engage with
2 an attorney to represent us without going over that number
3 and getting the members to reject us getting an attorney.

4 At the time, January, February 5th, somewhere in
5 there, our attorneys and Mr. Wedlake met with the members
6 of the association and both presented their side of what
7 they saw. After Mr. Wedlake and Grant Gibson presented
8 their case and their side, Mr. Wedlake and Gibson left the
9 room. And under attorney-client privilege for the
10 association, our attorneys addressed the association. And
11 because it was under attorney-client privilege, the
12 discussion around payment and pricing for that initial
13 lawsuit of 2017 was with the members.

14 When Mr. Wedlake appealed, that's a whole new legal
15 venture. New responses and attorney actions have to come
16 into play. When he submits things to the Supreme Court,
17 even though neither one of them were not heard by either
18 the appellate court or the state Supreme Court, we needed
19 an attorney to represent us. That's all new legal fees
20 that start up, a whole new negotiation and discussion.

21 Q And in the -- in the trial of that case, did
22 Mr. Wedlake assert that he was bringing this action
23 derivatively?

24 A Yes, yes.

25 Q And what did the Court find as far as that position?

1 A That he did not represent the members of the
2 association.

3 MS. O'BRIAN: Okay. Thank you for your time,
4 Mr. Acord.

5 I don't have any further questions at this time.

6 THE COURT: All right. Ladies and gentlemen, we'll
7 go ahead and break for lunch. We'll have you come back at
8 2:00. And then we'll take our afternoon break about 3:30.

9 So do not discuss the case among yourselves or with
10 anyone. Do not do any type of research about the case.
11 Do not pay attention to any media coverage, social media,
12 or traditional media. If anybody contacts you, other than
13 somebody from clerk's office, then let the bailiffs know.

14 We'll see you back at 2:00. Y'all have a good lunch.
15 (WHEREUPON, the jury was excused from open court at
16 approximately 12:41 p.m.)

17 THE COURT: All right. Mr. Acord, I remind you that
18 you're in the witness bubble still because you'll be
19 subject to cross-examination. So you cannot discuss the
20 case or your testimony with your attorney or anyone else.

21 THE WITNESS: Yes, sir.

22 THE COURT: All right. Thank you.

23 You may step down.

24 Everybody be ready at 2:00.

25 You can start your cross-examination at that point,

1 Mr. Wedlake.

2 (WHEREUPON, a lunch break was taken.)

3 THE COURT: All right. Is the Plaintiff ready?

4 MS. O'BRIAN: Yes, Your Honor.

5 THE COURT: Is the Defense ready?

6 MR. WEDLAKE: Well, Your Honor, as you know, I wasn't
7 privy to any of these exhibits before just coming into
8 court this morning. So I could use 20, 30 minutes to
9 prepare cross-examination.

10 THE COURT: Well, that's what lunch was all about.
11 You had an hour and a half.

12 MR. WEDLAKE: Well, I had been doing that over lunch.

13 THE COURT: Well, we're starting at 2:00.

14 MR. WEDLAKE: All right.

15 THE COURT: These are documents that have been in
16 this case since the beginning. And some of them, you even
17 authored, so you should know what they are.

18 MR. WEDLAKE: Well, the point is, I wasn't aware that
19 these would be the exhibits that would be presented to the
20 Court. So I'd like to, on the record, make that objection
21 known.

22 And as we spoke earlier, I suggested that given that,
23 that I wasn't aware what these exhibits were that were
24 going to be presented that you preclude them from being
25 presented and you overruled that.

1 THE COURT: Well, there's no requirement that they
2 provide you -- as long as they have been providing
3 responses to discovery requests, there's no requirement
4 that the other side let you know what they're going to be
5 putting in. Just like you don't have to let her know what
6 you're putting in, so.

7 MR. WEDLAKE: Well, you've noted my objection,
8 regardless.

9 THE COURT: All right. Bring the jury in.

10 (WHEREUPON, the jury came into open court at
11 approximately 2:09 p.m.)

12 THE COURT: All right. Ladies and gentlemen, I hope
13 everybody had a good lunch.

14 And I forgot, you have an assignment on your next
15 break. And that is, you must select your foreperson from
16 the original 12. That's just -- you don't have to have
17 any particular qualifications. You don't get any more
18 money than the rest of you. But the foreperson is the one
19 that would communicate with the Court, if needed, and
20 would lead the discussion. That's the only -- that's the
21 only -- so what I would get you to do is when y'all take
22 your next break, select your foreperson. So just letting
23 you know that.

24 All right. At this point, Mr. Acord, if you'll come
25 back on the stand.

1 All right. Cross-examination, Mr. Wedlake.

2 MR. WEDLAKE: So I would like to review some of the
3 details of the exhibits that they have entered into
4 evidence. And this is the first one entered into
5 evidence.

6 So let's see. Should I put it under these things?

7 THE COURT: However you want to do it. We can --
8 you've got one on your side.

9 MR. WEDLAKE: All right. So I can stand there to
10 facilitate that?

11 THE COURT: Yes. You'll just need to -- you'll need
12 to turn your device on.

13 MR. WEDLAKE: Turn it on. Yeah, I can do that.

14 THE COURT: And I can pop it over to the other side.

15 MR. WEDLAKE: All right. So on -- here we go. Okay.

16 THE COURT: All right. You need to -- there's a
17 button you can push on there. Once again, if you can get
18 that -- the little white blip off of there.

19 MR. WEDLAKE: There we go.

20 It still has the --

21 THE COURT: Yeah. I can't remember. I think it --
22 push the down button.

23 MR. WEDLAKE: The down button. Focus, focus.

24 THE COURT: And it's -- there we go.

25 What did you push?

1 MS. O'BRIAN: The menu button in the middle.

2 THE COURT: Okay. For future reference. All right.

3 MR. WEDLAKE: All right. So the intent of this now
4 is to have the jury understand better. So this is a
5 picture of my house I think that was established in the --

6 THE COURT: All right. Mr. Wedlake, this is
7 cross-examination. You can testify later. But everything
8 now has to be questions to this individual and not
9 statements to the jury or statements about -- you can ask
10 him questions and you can make statements later.

11 MR. WEDLAKE: Yeah. So the questions were -- is what
12 I was just trying to get ready to do.

13 CROSS-EXAMINATION

14 BY MR. WEDLAKE:

15 Q Does my house at 703 Creekview look like this today?

16 A No, it does not.

17 MR. WEDLAKE: And, Your Honor, for clarity for the
18 purpose of the jury, could I request the Plaintiff to
19 answer "yes" or "no," please?

20 THE COURT: I think he properly answered your
21 question.

22 MR. WEDLAKE: Yes. I'm saying as we go through the
23 questions, just so it's completely clear to the jury that
24 it's "yes" or "no."

25 THE COURT: You can follow-up with a question, if you

1 need to.

2 MR. WEDLAKE: Well, my intent is to have a clear
3 answer to the jury and let counsel continue other
4 cross-examine later, if that's required. So that's why I
5 was requesting a clear "yes" or "no" answer.

6 THE COURT: You can ask him a question.

7 BY MR. WEDLAKE:

8 Q And this picture, I think, was taken in the 2015,
9 2016 timeframe. Is that agreeable to you, Mr. Acord?

10 A The time stamp in the bottom right corner of the
11 image are from Google and says "2016."

12 Q Okay. I can't discern that on this copy. So was
13 this before any cases were filed in court?

14 A Yes.

15 Q And is it your opinion that this was something
16 relevant to this case?

17 A Yes.

18 Q And were you aware this issue was amicably resolved
19 with the board, I believe, in 2016?

20 A Yes.

21 Q All right. So no further questions on that one.

22 So this exhibit was entered as Plaintiff's Exhibit
23 No. 1, I think; correct, per the tab in the notebook?
24 I'll zoom out.

25 A I don't recall the numbering.

1 Q I just want to avoid confusion in the jury's mind.

2 THE COURT: You've, also, got to make sure you
3 identify it properly for the record, too.

4 MR. WEDLAKE: Well, that's why I'm saying this is --
5 I believe this is Exhibit No. 1; right? Even though it
6 says Exhibit No. 22 on the bottom.

7 THE COURT: Was Exhibit No. 1 introduced?

8 MR. WEDLAKE: That's the information I asked for at
9 the break and Ms. O'Brian supplied the exhibit numbers as
10 entered into the record.

11 MS. O'BRIAN: That's the one that was stipulated,
12 Your Honor.

13 THE COURT: Oh, okay.

14 MR. WEDLAKE: So is that sufficient now?

15 THE COURT: Yes. I'm sorry.

16 BY MR. WEDLAKE:

17 Q All right. So on this ballot, I see at the bottom
18 October 22nd, 2012. So can you explain how 2012 impacts
19 alleged abuse of the court system?

20 A I cannot.

21 Q And do you see that this is consistent with -- in
22 this exhibit, there is one address where my wife and I
23 resided where the bylaws say that one address is one vote.
24 So even though both my signature and my wife's signature
25 appears, do you feel that it is possible that this vote

1 was my wife's opinion?

2 A I feel that this vote reflects the address, the
3 residence.

4 Q So that is a "yes" answer, I think; right?

5 A I'm kind of confused about the question, to be
6 honest.

7 Q I'd like you to be clear to the jury in "yes" or "no"
8 answers, please. The signature of Nancy Joy Wedlake
9 representing 703 Creekview Drive appears; is that correct?

10 A That is correct. Yes.

11 Q And were you aware this bylaws amendment was
12 supported by only three of five board members?

13 A I'm not aware of that, no.

14 Q And did you know that I was a minority dissenting
15 board member on this issue?

16 A No.

17 Q All right. This is tab three in the notebook, which
18 I believe was presented as Exhibit No. 3. Do you see at
19 the top of this exhibit the cc to Mr. Gibson? Let me
20 point it out.

21 A I see Mr. Gibson's address, yes.

22 Q And you were -- were you aware that Mr. Gibson was my
23 attorney in the early going of lawsuits brought against
24 the board?

25 A Yes. I understood that he represented you in some

1 capacity.

2 Q All right. And as I think we spoke already when I
3 objected, that in paragraph one here, you see I have asked
4 for the board to provide answers to these questions one
5 and two. So did I ask that question properly? Do you see
6 that?

7 A Yes.

8 Q All right. And what else? Before I come to this
9 fourth paragraph, do you recall the 2014 board decided not
10 to have a yearly election, which the bylaws require?

11 A No.

12 Q Do you recall the 2015 board decided not to have an
13 election, which the bylaws required?

14 A No.

15 Q And in paragraph four, do you see where I informed
16 the board of what would happen in the future in sentence
17 one? And I will read it for clarity, With honesty
18 integrity and decency, it is right for me to inform you
19 that I am in process of engaging a law firm.

20 A I see that, yes.

21 Q And in the same paragraph, the last sentence, do you
22 see where I advised the board not to make future payments
23 to AMG, that's the management company, nor directly to
24 their legal partner, McCabe Trotter and Beverly, for legal
25 as much as for other support to further your own personal

1 interest? Wherein this context, your own personal
2 interest is the board.

3 A I see that, yes.

4 Q All right. So this one is tab four, which I believe
5 was entered as Exhibit No. 4. It is the summons. Do you
6 see here on this exhibit where this was done by a
7 Mr. Gibson?

8 A I do see that, yes.

9 Q And then one very important point here. Do you see
10 on the last page here before the verification page, item
11 J, where Mr. Gibson requested on my behalf the Court to
12 award Plaintiff, that was me, nominal damages?

13 A Yes, I do.

14 Q And do you understand that nominal damages,
15 typically, means one dollar to the Court?

16 A In relation to J, K, and L, I do not, sir.

17 Q Would you answer the question? Do you see that it
18 says J, that this Court award Plaintiff nominal damages?

19 A I do see that. Yes, sir.

20 Q Very good. All right. So this is tab eight, which
21 is entered as Exhibit 8 as I understood.

22 A It's a little high on the screen. Yes. Again, I
23 can't confirm this is Exhibit 8, if that's what you're
24 asking me.

25 Q Well, the Judge cautioned me to identify the

1 exhibits. So this was my understanding that this was
2 entered as Exhibit 8. So as you can see -- or do you see
3 that this is addressed to WHOA members?

4 A Yes, I do.

5 Q And do you see where I informed the members that this
6 would be an expensive proposition?

7 A I see --

8 Q Where my finger is pointing to right here. I believe
9 you testified that it was not covered by insurance. Do
10 you see where this verifies that as well here?

11 A That's correct. Yes.

12 Q The punch line is really on the next page of this. I
13 informed the members that they would have to pay because
14 that's what the nature -- do you see that I informed the
15 members that they would have to pay?

16 A I see that's what you wrote, yes.

17 Q And I believe you testified about the cap of 1,500 in
18 the bylaws. Do you see where I put right here that it --
19 that the assessment exceeded that cap?

20 A That 1,500 is related to projects, for example, doing
21 the landscaping of the association. That is a point of
22 disagreement and has been between you and the board for
23 quite some time.

24 Q The punch line is, do you see where it says that
25 member approval is required by the bylaws for non-budgeted

1 expenditures?

2 A Yes. I see that on the post.

3 Q And in item three here, do you see where I attempted
4 to mediate without attorneys prior to, finally, filing
5 with the Court?

6 A I see that's what you've written on this post, yes.

7 Q And do you see where I even offered to pay for that
8 cost of mediation?

9 A I see that's what you've written, yes.

10 Q Now, you testified about a special meeting. Were you
11 aware that I was barred from that meeting after this
12 15-minute period at the beginning?

13 A That was a joint decision between the attorneys, that
14 you would have your time and our attorneys would have
15 client privilege with members of the association.

16 Q All right. And do you see in this paragraph now
17 where --

18 THE COURT: Wait. Are we still on Exhibit No. 8?

19 MR. WEDLAKE: Yes. This is just other pages.

20 THE COURT: Just for the record, I was clarifying.

21 BY MR. WEDLAKE:

22 Q Do you see this paragraph where I suggested this was
23 improper to bar me from being able to clarify to the
24 members the true -- true nature of what was happening?

25 A I see that's what you've written. However, you had

1 the full-time to express that to all the members at the
2 beginning of that meeting, you and your attorney.

3 Q Well, I'm speaking of this in relation to the fact
4 that I was asked to leave the meeting and barred from
5 hearing what the attorneys said to the members?

6 A Yes. That's correct.

7 Q And relative to all of this to date, did the board
8 make any effort to keep the members informed of what was
9 happening as it happened?

10 A Yes.

11 Q And what evidence do you have that corroborates that?

12 A There were letters sent to the neighborhood
13 addressing some of the concerns.

14 Q Will your counsel be entering those into evidence?

15 A It's your question. I don't know how to answer that
16 for you.

17 Q Is it your feeling that your counsel will be entering
18 those into evidence, the evidence that you quoted?

19 A I don't feel one way or the other about it.

20 Q Do you think your counsel will enter what you have
21 claimed to be evidence into evidence as part of this court
22 proceeding?

23 A I think my counsel has shown evidence to the points
24 that were raised, yes.

25 Q So this is now Exhibit No. 10, tab ten in the

1 notebook, which I understood was entered as Exhibit
2 No. 10. This is the order of judgment where you see the
3 dated time here, which is the Simmons order that was
4 referred to in this exhibit.

5 Okay. So on Page 2 and 3 here, I think there's some
6 confusion about what the issues were. You see this
7 reiterated the actual stipulated issues. Do you see that
8 it reiterated the actual stipulated issues?

9 A I do see that's what's written on this page, yes.

10 Q And that was continued on Page 3, as well as
11 additional claims here, three and four. Okay. Something
12 I want to highlight here is -- I've got to shuffle through
13 only -- pages.

14 All right. So this is Page 8 of this same document.
15 On the last paragraph here, do you see where it says,
16 Based on all the foregoing -- blah, blah, blah. No other
17 specific finding or determination is made as to the
18 specific terms of the bylaws and/or specific meaning of
19 the terms of the bylaws for the association, nor is any
20 finding made as to whether Defendants have violated the
21 terms of the bylaws?

22 A Yes.

23 Q All right. And do you see on the last page, Page 10
24 of this document, that it reads, Based on all the
25 foregoing, I grant Defendant's motion for involuntary

1 nonsuit?

2 A I do see that.

3 Q Oh, wait. All right. So this is tab 26, which I
4 understood was entered as Exhibit No. 26. This is my
5 letter to Judge [sic] Beatty where they concluded that
6 what they did was dismiss the case.

7 Do you see where it says that dismissal did so based
8 on false grounds where they had presumed that my notice of
9 appeal, which is a court requirement, had been construed
10 as a petition for writ of certiorari, which it was not?
11 And then they concluded that the petition didn't have the
12 proper content and dismissed on that basis.

13 A I do see that's what you've written, yes.

14 Q And do you see that, also, I informed the Court that
15 I did file a petition for writ of certiorari, but the
16 Court simply ignored it?

17 A I see that's what you've written, yes.

18 Q And we already covered 35, which was the picture of
19 my house at that time. All right. So that's all of
20 digging into some of the exhibits that were entered. And
21 associated with that now --

22 Your Honor, I might ask a question then, please.

23 THE COURT: Yes. If you have a question, you can ask
24 him questions. That's part of cross-examination.

25 MR. WEDLAKE: A question for you as to --

1 THE COURT: No. This is cross-examination. You can
2 ask him questions. That's what this process is here.

3 MR. WEDLAKE: All right. So you will not answer a
4 question for you --

5 THE COURT: I'm not under cross-examination. You
6 can't cross-examine me.

7 MR. WEDLAKE: No. I'm not intending to cross-examine
8 you. I'm just intending to ask a procedural thing.

9 THE COURT: Oh, I'm sorry. What's your procedural
10 question then?

11 MR. WEDLAKE: I have evidence that I can enter
12 into -- exhibits that I can enter into evidence related to
13 all of the stuff that we just did. So when is the proper
14 time? As you may recall, my intro to the jury, not being
15 an attorney, I'm not sure about the proper process of
16 that.

17 THE COURT: All right. You can ask this individual
18 questions and if there are documents that he can
19 authenticate or get in through him. But, otherwise, this
20 is just relating to this witness.

21 MR. WEDLAKE: All right. Well, I will, I guess,
22 defer until my own testimony to enter into evidence other
23 documents. I know there was one other thing -- that will
24 be covered later.

25 THE COURT: And I'm sorry I misunderstood what you

1 were trying to do a while ago.

2 So any other procedural questions?

3 MR. WEDLAKE: No.

4 Thank you.

5 THE COURT: Okay.

6 MR. WEDLAKE: And that's all the cross-examination
7 questions I have.

8 THE COURT: All right. Redirect?

9 MS. O'BRIAN: Yes, Your Honor.

10 REDIRECT EXAMINATION

11 BY MS. O'BRIAN:

12 Q Mr. Acord, Mr. Wedlake asked you some questions about
13 Exhibit No. 8 that had his letter and talked about
14 attempts to mediate. Can you explain what was going on
15 behind that?

16 A There was back and forth communications between
17 Mr. Wedlake and the board. He was asking to meet. And we
18 were putting forward suggestions how we could meet, either
19 in person or together as a community to have everyone come
20 forward to let their voices be heard, to see if Ray
21 represented himself or other members.

22 We put forward a time for all the members to come
23 together. Ray resisted that meeting and, yet, still sent
24 out those kind of notices to the members indicating that
25 no action was being taken by the board to meet with us.

1 We did hold several meetings. One was with Raymond
2 Wedlake in person at the Mauldin Fire Department where we
3 went over his issues and let him run that whole agenda.
4 He could say anything he wanted during that time to us or
5 do anything during that time, and we would listen and
6 tolerate through it.

7 Q So in your view, was what Mr. Wedlake said to the
8 homeowners accurate?

9 A No, ma'am.

10 Q I want to look at Exhibit No. 11 that has not been
11 entered yet.

12 MR. WEDLAKE: Procedural question, Your Honor.

13 THE COURT: Yes.

14 MR. WEDLAKE: She had dismissed this witness
15 previously. Now, she's trying to bring in some more
16 stuff.

17 THE COURT: I mean, if this relates to his
18 cross-examination.

19 MS. O'BRIAN: Directly.

20 THE COURT: Okay. She can follow-up on stuff that
21 relates to your cross-examination.

22 MR. WEDLAKE: I don't believe we spoke of Exhibit No.
23 11, did we?

24 THE COURT: I don't know what -- it may relate -- it
25 doesn't have to -- if this was a topic of your

1 cross-examination, then she can introduce it or she can --

2 MR. WEDLAKE: Well, it could not have been because it
3 wasn't entered into evidence. And all I did was --

4 THE COURT: What I'm going to --

5 MS. O'BRIAN: Yes, Your Honor. And I'm glad to hand
6 this up, if that would be helpful for ruling.

7 THE COURT: Yeah. Let me review it.

8 MS. O'BRIAN: But it relates directly to
9 communications by the board to homeowners, which was a
10 subject that Mr. Wedlake talked about.

11 THE COURT: I mean, I think you can ask them, but I'm
12 going to deny putting it into evidence at this time.

13 MS. O'BRIAN: Okay. That's fine.

14 BY MS. O'BRIAN:

15 Q Mr. Acord, I'm handing you what's been marked as 11.
16 Is this one of the NextDoor posts that Mr. Wedlake had
17 made?

18 A Yes, it is.

19 Q And was it common for him to post things on NextDoor
20 that he had either sent out to the homeowners or sent to
21 the board members individually?

22 A Yes, it was.

23 Q And is this a fair and accurate copy of one of those
24 letters?

25 A It is.

1 Q Okay. In this post, which is a letter that
2 Mr. Wedlake wrote, does he request that the board's policy
3 at this time be for it not to comment on pending cases?
4 Specifically, on the bottom of the first page of this
5 post, does he say it's improper for the board to do that?

6 A Yes, he does.

7 MS. O'BRIAN: And, Your Honor, just to be clear, you
8 didn't want to admit --

9 THE COURT: Right. I mean, you can talk to him about
10 this issue, but I'm not going to let --

11 MS. O'BRIAN: Okay.

12 BY MS. O'BRIAN:

13 Q One other question, Mr. Acord. You looked at some of
14 the language in Judge Simmons order in the case where you
15 were named. And Mr. Wedlake pointed out that it said
16 there were no -- no findings regarding the bylaws. Why
17 was that?

18 A There were no bylaws entered into evidence for the
19 Judge to rule on.

20 Q And that was Mr. Gibson on behalf of Mr. Wedlake?

21 A That's correct.

22 MS. O'BRIAN: Thank you.

23 No further questions.

24 THE COURT: You may step down.

25 All right. Call your next witness.

1 MS. O'BRIAN: The Plaintiffs call Mona Craigo.

2 THE CLERK: Place your left hand on the Bible and
3 raise your right hand.

4 WHEREUPON,

5 MONA CRAIGO,

6 after first having been duly sworn, testified as follows:

7 THE CLERK: State your name, please.

8 THE WITNESS: Mona Craigo.

9 THE CLERK: Thank you.

10 Please be seated.

11 THE WITNESS: Hi.

12 THE BAILIFF: Hi.

13 DIRECT EXAMINATION

14 BY MS. O'BRIAN:

15 Q Ms. Craigo, can you, please, tell us who you are and
16 how you're involved here?

17 A My name is Mona Craigo. We have lived in Woodington
18 for -- oh, gosh -- 38 years or so. I'm current president
19 of the HOA. I've been prior president two years out of
20 the last three, so three years out of four.

21 Q You said you've been in Woodington for about
22 38 years; is that right?

23 A We were the -- we've now lived there longer than
24 anyone else in the neighborhood. And we were one of
25 the -- I think we were the third house in the neighborhood

1 of 66 houses.

2 Q And what did you do as your career?

3 A I worked for IBM for 33 years in customer
4 relationship management. I'm retired.

5 Q And you said that you are currently the president of
6 the board. Have you served prior to this?

7 A Yes, 2020 and 2021.

8 Q Okay. Had you served prior to 2020?

9 A I did, but it was a long time ago.

10 Q Okay.

11 A And I took a break.

12 Q And have you known Mr. Wedlake from living in
13 Woodington?

14 A Yes.

15 Q Around 2016, 2017, what was going on within your
16 neighborhood?

17 A I first learned that there was a problem with a -- I
18 don't remember if it was an e-mail or some type of
19 notification that came out that I thought was rather
20 alarming. And it had to do with someone -- Mr. Wedlake, I
21 think, had sent something out about dissolving the HOA. I
22 didn't understand what was going on.

23 So I asked someone who was on the board. And he
24 brought me information to read and explain what kinds of
25 issues were going on that we weren't aware of at all. And

1 I started investigating from there.

2 Q Were you at all involved in the first lawsuit that
3 Mr. Wedlake filed?

4 A I personally was not, but my husband was named. He
5 was on the board.

6 Q And so were you there during the court processes?

7 A Yes.

8 Q While your husband was being sued?

9 A I've been at every hearing, except the very first
10 one.

11 Q Okay. During -- during that time, did Mr. Wedlake
12 send out communications to homeowners either via letter,
13 or e-mail, or different posting sites?

14 A Yes.

15 Q And were you keeping up with those?

16 A Yes.

17 Q I'm going to show you what has been marked as Exhibit
18 No. 5.

19 THE COURT: Plaintiff's Exhibit No. 5?

20 MS. O'BRIAN: Yes, Your Honor.

21 BY MS. O'BRIAN:

22 Q Ms. Craigo, is this one of the letters that
23 Mr. Wedlake sent out to the neighborhood?

24 A I believe this letter was, actually, sent from him to
25 Chris and Mike. I don't -- this is about the

1 neighborhood, but I don't think this one went to the
2 neighborhood.

3 Q Did he often post these alerts or send them out
4 separately to others?

5 A He did. A lot -- I don't know that he always did,
6 but he would post alerts to the NextDoor site or his
7 NextDoor site.

8 Q You said that it was addressed to Chris Edwards and,
9 Chip Coshious [phonetic], and, looks like, Mike Keels as
10 well. Who are they?

11 A At that time, they were board members in 2018.

12 Q Was anyone else a member at that time?

13 A Of the board?

14 Q Specifically, was your husband a member of the board
15 at that time?

16 A He was a member. And this was around the -- I can't
17 remember what year he resigned from the board. But I
18 think that was -- Joe would have been on the board then,
19 yes.

20 Q Do you recall seeing this letter?

21 A I don't.

22 Q In here, he talks about different legal expenses and
23 people defending themselves. What was your experience
24 being tangentially involved, at least, in the first
25 lawsuit with how he was trying to direct those fees?

1 A Do you mean the legal fees?

2 Q Yes.

3 A I thought it was clear that he was attempting to
4 force the legal fees onto the individuals. In fact, he --
5 in two of the cases I sat in on, I think it was the one
6 you all talked about earlier, 16301, and, again, on the
7 case that ends in 269, I have copies of those transcripts
8 as well.

9 And in each of those, the Judges asked Mr. Wedlake,
10 specifically, why are you suing these people as
11 individuals and not as the board? And he responded that
12 that was his intent. I have those with me.

13 Q All right. To your knowledge, being one of the
14 residents of the neighborhood and talking with others, was
15 there any support for what Mr. Wedlake was doing?

16 A No.

17 Q Were there any others that responded to Mr. Wedlake
18 in any of his posts or letters showing their concerns?

19 A Yes. I know Susan Rishoe [phonetic], who, I think,
20 at one point was the NextDoor liaison, had asked him at
21 one point, you know, who was supporting him? And she was
22 trying to pinpoint him on that. And, ultimately, he came
23 back with something about it doesn't really matter. I'm
24 one person, you know.

25 We would be in our annual meetings and people would

1 be saying, Please, stop. We don't want this.

2 And, you know, his response in that meeting was,
3 Well, this is my right.

4 And I remember, specifically, one person said, But
5 what about our rights?

6 And he said, Well, my rights trump your rights.

7 Q And that was in one of the --

8 A Annual meetings.

9 Q -- annual meetings?

10 A Yes.

11 Q And he was allowed to have the floor, and talk, and
12 express his opinions?

13 A Yes. I mean, everyone was allowed, you know, to.

14 Q But the board didn't prevent him in any way from
15 talking?

16 A No.

17 Q Do you recall what year that was that that might have
18 been?

19 A It was before -- it was probably 2020 -- it had to be
20 2018 or 2019 because it was before I was on the board.

21 Q All right. And you said that your husband served on
22 the board. What years was he on the board?

23 A He was on starting in 2017, 2018. And I think he
24 resigned from the board in the middle of 2019. And then I
25 became a board member in 2020 and 2021. There's a

1 five-year limit. So neither of us served last year. And
2 then I was elected again this year.

3 Q Why did your husband resign from the board?

4 A Because of the lawsuits.

5 Q And was he sued twice individually?

6 A He was sued three times, I believe. And then I was
7 sued twice. And both of those were in 2020.

8 Q So that was four separate lawsuits then?

9 A Five.

10 Q I want to talk about the second lawsuit. Were you
11 involved in the second lawsuit that was filed?

12 A I was aware of it.

13 Q And how were you aware of it? Was your husband in
14 it?

15 A Yes.

16 Q So that was the second lawsuit that he was personally
17 sued --

18 A Yes.

19 Q -- by Mr. Wedlake?

20 A I think it was 1501, ends in 1501.

21 Q All right. I'll hand you this. This is Exhibit No. 19.

22 A I'm sorry. This was 269.

23 Q And this was the lawsuit filed in 2019 that named
24 your husband, among four others?

25 A Yes. There were five total.

1 Q And this is the summons and complaint for that
2 lawsuit?

3 A It is.

4 Q Is this a fair and accurate copy of those?

5 A Yes.

6 MS. O'BRIAN: Your Honor, at this time, we'd move
7 Plaintiff's Exhibit No. 19 into evidence.

8 THE COURT: Any objection?

9 MR. WEDLAKE: Again, Your Honor, I'm not sure how all
10 of this testimony and this exhibit has anything to do with
11 the claimed abuse of the court system on my part. This is
12 a legitimately filed case. And it followed all the court
13 procedures as the Court requires.

14 So, again, my objection is it's irrelevant to their
15 case.

16 THE COURT: Let me see it.

17 All right. It has been a filed lawsuit, so it is a
18 public record. And I'm going to allow it in as
19 Plaintiff's Exhibit No. 19.

20 And you can mark it.

21 (WHEREUPON, Plaintiff's Exhibit No. 19 was admitted
22 into evidence.)

23 BY MS. O'BRIAN:

24 Q To the best of your knowledge, what was this lawsuit
25 about?

1 A Gosh, it's been so many. Give me just a second.

2 In this lawsuit, he named the five individuals in the
3 lawsuit. And it was a demand for confidential ballots.

4 Q Okay. So we talked a lot with Mr. Acord about the
5 first lawsuit that was filed against the 2017 board; is
6 that right?

7 A Yes.

8 Q Okay. And the 2017 board, that case was litigated
9 and there were attorney's fees that came out of that?

10 A Yes.

11 Q Those attorney's fees, was there a process for the
12 homeowners to indemnify the board members and pay those
13 attorney's fees so the individuals didn't have to?

14 A Yes.

15 Q What was that process?

16 A First of all, the original attorney's fees for just
17 the original case was something like \$60,000 something.
18 And through negotiating with those attorneys, they agreed
19 to reduce the amount to 33,000.

20 Chris Edwards was the board president. And he called
21 a special meeting of the homeowner's association. And
22 they put to a ballot at that meeting -- and he explained
23 everything very well. But they put things to a ballot
24 that said, you know, yes or no, do you indemnify these
25 board members?

1 The second was paying for the legal fees. And they,
2 actually, as part of that second payment plan with that --
3 the attorneys were willing to accept it over a period of
4 payments. So with that in mind, one of the ballots was to
5 improve the payment plan.

6 Q Okay. Had any fees -- to the best of your knowledge,
7 had any fees been paid prior to this balloting process?

8 A No, they had not.

9 Q Okay. So the -- the full outstanding amount that you
10 were talking about of \$64,000 that had been knocked down
11 to about \$33,000, the homeowners and the board, no one had
12 paid a dime towards those at that point?

13 A That is correct.

14 Q All right. Why was it done through -- why did you
15 vote on it through a balloting process?

16 A I think at the time it was done, just kind of to
17 appease -- you know, they needed to understand what the
18 fees were, why we had fees. And understand why the
19 nonprofit act of South Carolina requires -- which it
20 requires indemnification. We wanted the neighborhood to
21 approve it, and they did. But really, I don't even know
22 that they would have had to approve it.

23 When you are sued and you are a corporation,
24 nonprofit or otherwise, what I was told by the other
25 attorneys more than once is that the board cannot

1 represent themselves. They're required in South Carolina
2 to appear in court with an attorney. Just the fact of
3 being sued and having to formulate a response needs an
4 attorney. We don't know the law. They're -- you know,
5 we're not attorneys.

6 Q So this was presented to all of the members before
7 any -- before any fees were paid?

8 A Correct.

9 Q And they used a ballot; is that right?

10 A That's correct.

11 Q What -- so was this sent out to each of the
12 homeowners -- or what did that process look like?

13 A I'm doing this from memory. But I believe there was
14 a meeting that reviewed all of that and the ballots were
15 given out. And there was a period of time -- I think we
16 have to give, like, 21 days.

17 And there's very specific rules for this type of
18 balloting. You have to include whether you vote for it or
19 against it. You have to know exactly verbatim what you're
20 voting for. It has to have a date of when it has to be
21 returned by.

22 And then there's, also, which is allowed with the
23 nonprofit act as well as our bylaws, that any -- and it's
24 stated clearly on the ballot that any ballots not returned
25 by the homeowners will be voted on by the board and this

1 is how the board will vote. So that's all clearly on the
2 ballot.

3 Q I'm going to look at Exhibit No. 14.

4 THE COURT: That's Plaintiff's Exhibit?

5 MS. O'BRIAN: Yes, Your Honor.

6 BY MS. O'BRIAN:

7 Q Ms. Craigo, Exhibit No. 14 that I just handed you, is
8 that a letter that was sent out -- or a subpoena, excuse
9 me -- that was sent out by Mr. Wedlake?

10 A It was.

11 Q And does it contain those ballots that we were just
12 talking about?

13 A Yes, it does at the end.

14 Q And is this a fair and accurate copy of the entire
15 document?

16 A Yes.

17 MS. O'BRIAN: Your Honor, at this time, I'd move
18 Plaintiff's Exhibit No. 14 into evidence.

19 THE COURT: Any objection to Plaintiff's Exhibit No.
20 14?

21 MR. WEDLAKE: Well, again, Your Honor, it's totally
22 irrelevant to their case that's being brought here today.
23 This is a legitimate court process that was employed by me
24 to try to get information to expose the truth of the
25 matter of what was happening in the association. Whereas

1 the board, as much of the testimony we've been hearing
2 today, has a rather biassed view of what was done, and why
3 it was done, and how it was done. But, again, this --
4 this is irrelevant to their case.

5 THE COURT: And your response?

6 MS. O'BRIAN: Your Honor, this is directly relevant
7 as it is the use of the judicial system that we're here to
8 discuss today and this evidences that --

9 THE COURT: All right. And I'm going to allow it in
10 subject to the Defendant's objection.

11 (WHEREUPON, Plaintiff's Exhibit No. 14 was admitted
12 into evidence.)

13 MS. O'BRIAN: Subject to or over?

14 THE COURT: I mean, over Defendant's. It's into
15 evidence with his objection noted.

16 MS. O'BRIAN: Okay.

17 THE COURT: We'll mark that as Plaintiff's Exhibit
18 No. 14.

19 BY MS. O'BRIAN:

20 Q And I do just want to look at the -- for right now, I
21 want to look at the ballots that are included there. You
22 said these are the ballots that were sent out?

23 A Yes.

24 Q To the members of the homeowners association to vote
25 on whether to indemnify the board members and take on the

1 legal fees caused by Mr. Wedlake's first lawsuit?

2 A Yes.

3 Q So this is the first ballot just asking about
4 indemnification; is that correct?

5 A Yes, yes.

6 Q And it provides, like you said, the options for or
7 against --

8 A Yes.

9 Q -- is that right?

10 A Correct.

11 Q And then what happens if somebody doesn't include --
12 or doesn't provide a response and return their ballot?

13 A It's noted at the bottom underlined, The boards vote
14 for non-returned ballots shall be cleared as specified on
15 the ballot at the time they're delivered to members.
16 That's, actually, noted on here. And that's the way the
17 nonprofit and our bylaws state.

18 And then in this case, it says, The boards vote of
19 four shall be cast in the event this ballot is not
20 returned by Friday, November the 9th.

21 Q So if somebody didn't return their ballot, the board
22 was able to vote by proxy and told them that it would be
23 for indemnification of these prior board members?

24 A That's correct.

25 Q Was this process ever litigated?

1 A Yes.

2 Q What was the outcome of the litigation related to
3 these ballots and whether the process was correct?

4 A The Court affirmed that everything was done
5 correctly.

6 Q And that was one of the other lawsuits that
7 Mr. Wedlake brought?

8 A Yes.

9 Q And then the second ballot is going through the
10 specific assessment amounts?

11 A Yes. It spells out the actual payment plans and how
12 the people -- the members would pay, and when and how much
13 we would pay to the law firm.

14 Q Okay. Was this payment plan --

15 THE COURT: It's not on?

16 THE BAILIFF: No. These two aren't. The screens
17 aren't working, Your Honor. Hang on just a second. I'll
18 move this a little bit. That should help some.

19 BY MS. O'BRIAN:

20 Q So this is the one that we were looking at when,
21 apparently, those weren't working?

22 A Yes.

23 Q This is the one where indemnification is stated as
24 the issue to be voted on. If it's not returned, the board
25 will vote for -- and this was affirmed -- this process was

1 affirmed by one of the Courts?

2 A Yes, it was.

3 Q In one of Mr. Wedlake's lawsuits?

4 A Yes, it was.

5 Q All right. And this is the second one that details
6 the payment plan. And, again, it has the note about the
7 board's proxy and what the vote will be if it's not
8 returned?

9 A That's correct.

10 Q So in the lawsuit that was filed against the 2019
11 board, in that complaint that we looked at a moment ago,
12 what was Mr. Wedlake trying to get? You said confidential
13 information?

14 A The -- in the 0269 case, he was asking for -- or
15 demanding copies of the ballots, which are written
16 confidential ballots.

17 Q Okay. Did he ask, specifically, for a list of people
18 who didn't return their ballots?

19 A Yes.

20 Q If somebody didn't return their ballots -- and I know
21 we've kind of talked about this. If they didn't return
22 their ballots, does that tell you what their vote then is?

23 A Yes.

24 Q And that was the information that he was seeking in
25 the legal proceeding he filed?

1 A In the first proceeding of 0269, I believe he was,
2 actually, asking for ballots. Later in an arbitration --
3 can I say this?

4 There was a binding arbitration and that had to do
5 with, actually, getting copies on proxies. And those were
6 determined by the Court to be considered as ballots as
7 well.

8 Q So there was an arbitration. So that's another --
9 you mentioned the five lawsuits. So then there was an
10 arbitration proceeding that Mr. Wedlake --

11 A Yes.

12 Q -- pursued?

13 And he was listed as either the Plaintiff or the
14 Claimant in all of those?

15 A Yes.

16 Q Now, I want to look at the first part of that
17 exhibit, Exhibit No. 14, the subpoenas in this case. Do
18 you recall if Mr. Wedlake tried to depose anyone --

19 A He did.

20 Q -- during this lawsuit?

21 A He did.

22 Q Tell me about that. What happened?

23 A I didn't get copied on these. This was done at the
24 end of 2019. And this was before I was on the board. But
25 my understanding is that he contacted a number of people

1 in the neighborhood with these documents. They were
2 signed by Paul Wickensimer.

3 Q Did you hear from other homeowners about what was
4 going on?

5 A I did. They were very unhappy because -- well, it
6 was during the holidays and they didn't -- a lot of people
7 didn't really want to be drawn into the drama around that
8 time. They didn't understand what this was about, you
9 know.

10 Q To your understanding -- well, all right. Let's look
11 at Exhibit No. 13. This is Plaintiff's Exhibit No. 13.
12 Is this an order that was entered on the public record by
13 Judge Stilwell in the case you referenced that ends in
14 0269?

15 A Yes.

16 Q And that was the case that your husband was involved
17 in and that you were present for the hearings?

18 A Yes.

19 MS. O'BRIAN: Your Honor, we'd move Plaintiff's
20 Exhibit No. 13 into evidence.

21 THE COURT: Any objection?

22 MR. WEDLAKE: Well, there again, Your Honor, I'm not
23 sure how this is relevant to the current case at hand. It
24 is a court document with an order. But as I believe I
25 prepared for my testimony, it -- this whole thing was

1 based on errors of law, which the Judge was mistaken, I
2 found.

3 THE COURT: All right. Your --

4 MR. WEDLAKE: So I think, again, irrelevant is my
5 objection.

6 THE COURT: All right. Ms. O'Brian.

7 MS. O'BRIAN: Your Honor, again, this is directly
8 relevant as it goes to the outcome and the rulings related
9 to the Court processes that Mr. Wedlake initiated and
10 filed and the way that he abused the judicial system.

11 THE COURT: All right. And I'm going to allow -- I'm
12 going to overrule your objection and allow it into
13 evidence as Plaintiff's Exhibit No. 13. And I, also, note
14 that it is a public record.

15 How much longer?

16 MS. O'BRIAN: We've probably got a little longer.

17 THE COURT: Okay.

18 MS. O'BRIAN: Do we want to do maybe 10 more minutes
19 and then break?

20 THE COURT: 10 more minutes.

21 (WHEREUPON, Plaintiff's Exhibit No. 13 was admitted
22 into evidence.)

23 MS. O'BRIAN: I've got a couple documents I think I
24 can kind of click through.

25 THE COURT: All right.

1 BY MS. O'BRIAN:

2 Q In this order, Judge Stilwell, did he grant the
3 Defendant's motion for summary judgment?

4 A Yes.

5 Q So were Mr. Wedlake's claims dismissed from the
6 lawsuit?

7 A Yes.

8 Q And this was dated November 25th of 2019?

9 A Yes.

10 Q And I want to go back then to Exhibit No. 14. These
11 were in -- let's see. This was, also, in November and
12 December of 2019; is that correct?

13 A 14? Exhibit No. 14?

14 Q Yes.

15 A Yes. November 20th.

16 Q To the best of your recollection, had Judge Stilwell
17 already heard the motion for summary judgment and granted
18 that prior to issuing the order on November 25th?

19 A Say that again. I'm sorry.

20 Q And it may be in here. Yes. In the order, it says
21 that on October 28th was when the hearing on that motion
22 was?

23 A Yes.

24 Q And do you recall Judge Stilwell giving -- from the
25 bench giving, at least, a verbal acknowledgement of his

1 ruling prior to issuing this final order?

2 A Yes.

3 Q So as of October 28th, the Judge had, at least,
4 verbally stated that he was going to dismiss Mr. Wedlake's
5 claims. And these subpoenas are then dated the end of
6 November 2019; is that right?

7 A Correct.

8 Q So that was after the hearing?

9 A Yes.

10 Q And these were sent out, to the best of your
11 knowledge -- I know you said that you were spoken to by a
12 lot of the homeowners. Was it sent out to most of the
13 neighborhood?

14 A I really don't know. Because I think, honestly, some
15 people told me they just trashed them and then were
16 concerned that they had trashed them. I really don't know
17 for sure how many people it was sent to, but it was a
18 number of them. If I had to guess, I would say close to
19 half, but I really don't know.

20 Q And I'm going to look at what's been marked as
21 Exhibit No. 12. Is this a letter Mr. Wedlake sent out to
22 the homeowners in September of 2019?

23 A Yes.

24 Q Is this a fair and accurate copy of that letter?

25 A It appears to be, yes.

1 MS. O'BRIAN: Your Honor, at this time, we'd offer
2 Plaintiff's Exhibit No. 12 into evidence.

3 THE COURT: All right. Any objection to 12,
4 Mr. Wedlake?

5 MR. WEDLAKE: Well, there's been no foundation laid
6 for entering this into evidence. And, again, it's really
7 irrelevant to this case claims that I have abused the
8 Court legal system.

9 THE COURT: Do you object to any of the authenticity
10 of it?

11 MR. WEDLAKE: It does have my signature. But, again,
12 I don't believe it is relevant and it is inadmissible.

13 THE COURT: All right. I'm going to allow it in.

14 (WHEREUPON, Plaintiff's Exhibit No. 12 was admitted
15 into evidence.)

16 BY MS. O'BRIAN:

17 Q All right. In this letter he sent out to the
18 homeowners in Woodington, did he demand that they submit
19 to depositions by him?

20 A Yes.

21 Q And in here, did he quote -- or appear to quote, I
22 guess is probably the correct term, Judge Kinlaw?

23 A Yes.

24 Q And he quoted Judge Kinlaw about engaging in
25 meaningful discovery, which would include taking of any

1 depositions. And then Mr. Wedlake says, Consequently, I
2 request you return your signed statement so that having to
3 schedule many depositions and take your deposition can be
4 avoided. And then he states that if they do not respond
5 that they could be held in contempt; is that right?

6 A Yes.

7 Q Okay. What was the reaction? What -- what happened
8 when this was sent out to the members?

9 A Honestly, outrage, you know. They had no -- these
10 are mostly people who are senior citizens and probably
11 have had no interaction whatsoever with the legal system.
12 And to see something like this that looks like that now
13 they are going to be pulled in and threatened, you --
14 know, in the past, board members were kind of getting
15 accustomed to it, but neighborhood members were not.

16 Q All right. And then I want to direct your attention
17 to Plaintiff's Exhibit No. 17. Was there a motion to
18 quash these subpoenas or, otherwise, stop Mr. Wedlake from
19 taking depositions of all of the homeowners when his case
20 had already been dismissed?

21 A Yes.

22 Q And is this the order that the Court issued
23 conditionally granting that motion to quash?

24 A Yes.

25 Q Is it a fair and accurate copy of what's been filed

1 on the public record?

2 A Yes.

3 MS. O'BRIAN: At this time, Your Honor, we would
4 offer Plaintiff's Exhibit No. 17 into evidence.

5 THE COURT: All right. Any objection, Mr. Wedlake?

6 MR. WEDLAKE: Well, yes, Your Honor. Again, how is
7 this relevant to their case that I have abused the court
8 system? This is part of due process of a normal court
9 process.

10 THE COURT: All right. Subject to your objection, I
11 will allow it in. Your objection is overruled.

12 (WHEREUPON, Plaintiff's Exhibit No. 17 was admitted
13 into evidence.)

14 BY MS. O'BRIAN:

15 Q All right. We're going to look at one more exhibit.
16 And then I think we'll be at a really good break spot.

17 This is marked as Plaintiff's Exhibit No. 16. Do you
18 recognize this letter that Mr. Wedlake sent to the
19 homeowners?

20 A Yes.

21 Q Is this a fair and accurate copy of that letter, to
22 the best of your knowledge?

23 A Yes.

24 MS. O'BRIAN: Your Honor, we would move Plaintiff's
25 Exhibit No. 16 into evidence.

1 THE COURT: All right. Any objection, Mr. Wedlake?

2 MR. WEDLAKE: Yes, Your Honor. Again, the nature of
3 this is indicated in the title. It's informing members
4 they're going to be shocked with another legal expense if
5 they were to allow the board to go forward with this.

6 So this does not speak to any of my abuse of the
7 Court legal system. This is merely information to
8 members.

9 THE COURT: So what's your objection?

10 MR. WEDLAKE: It's irrelevant to their case.

11 THE COURT: Any objection to authenticity of the
12 document?

13 MR. WEDLAKE: No. It does contain my signature.

14 THE COURT: All right. I will overrule your
15 objection. And this is Plaintiff's Exhibit No. 16.

16 (WHEREUPON, Plaintiff's Exhibit No. 16 was admitted
17 into evidence.)

18 BY MS. O'BRIAN:

19 Q Was this a typical communication that was sent out to
20 the homeowners at that point in time?

21 A Yes, it is.

22 Q And this, specifically, tries to discourage them from
23 letting the board defend themselves in the lawsuits?

24 A Correct. It's an intimidation thing, it appears to
25 me.

1 Q Is that how most of the people in the neighborhood
2 took it or those that told you what -- what was your
3 understanding, I guess, of how it was taken?

4 A I think -- I think it was probably viewed as
5 intimidating to the board -- intimidating to the board
6 members and trying to squash -- quash any support that the
7 board may have by fear, and uncertainty, and everything.

8 MS. O'BRIAN: Your Honor, I think we're probably at a
9 good pause point.

10 THE COURT: Ladies and gentlemen, we're going to take
11 a short break for about 20 minutes. And make sure you
12 elect your foreperson. And when that foreperson has been
13 elected, please, write it on a piece of paper and give it
14 to the bailiffs. We'll bring you back out.

15 (WHEREUPON, the jury was excused from open court at
16 approximately 3:30 p.m.)

17 THE COURT: All right. Sir, you're in the witness
18 bubble, which means you -- as I said, you can't talk to
19 your attorneys or anybody about your testimony.

20 THE WITNESS: Okay.

21 THE COURT: You can step down.

22 (WHEREUPON, a break was taken.)

23 THE COURT: Stacey Burger is our foreperson.

24 MS. O'BRIAN: I just provided a list of some of these
25 exhibits for Mr. Wedlake to look through. They're all

1 court documents. And I'll, of course, present them to the
2 witness in front of the jury, but if we could maybe admit
3 all of those together. There may be objections for the
4 record. But I think authenticity is --

5 THE COURT: These are all --

6 MS. O'BRIAN: They're all court documents from
7 various courts, from Circuit, Appeals, Supreme.

8 THE COURT: How many are there?

9 MS. O'BRIAN: There are nine.

10 THE COURT: All right. What's -- let's talk about
11 them before the jury comes in.

12 What have you got?

13 MS. O'BRIAN: So No. 18 is the first one. This was
14 in case 0269. This is an order that was entered by Judge
15 Miller in that case.

16 THE COURT: All right. Any objection to Plaintiff's
17 Exhibit No. 18?

18 MR. WEDLAKE: She had asked me only to verify
19 authenticity. And I think they're all -- as she says,
20 they're not forgeries or fakes. But the basic objection
21 is, again, these are all the normal part of court process.
22 So relevance -- to show that I had abused court process,
23 they're irrelevant and that's inadmissible.

24 THE COURT: All right. So Plaintiff's Exhibit No. 18
25 is in.

1 (WHEREUPON, Plaintiff's Exhibit No. 18 was admitted
2 into evidence.)

3 MS. O'BRIAN: Plaintiff's Exhibit No. 20.

4 THE COURT: All right.

5 MS. O'BRIAN: This is the summons and complaint filed
6 by Mr. Wedlake in Circuit Court. The last four digits are
7 1501.

8 THE COURT: Any objection to that?

9 MR. WEDLAKE: Same objection. It's not relevant to
10 this case or the claim I've abused court process. This is
11 a normal part of normal court process.

12 THE COURT: Okay. Well, I'll -- and same argument,
13 I'm assuming, that's the basis of the lawsuit. So
14 Plaintiff's Exhibit No. 20 is in without objection -- I
15 mean, with objection.

16 Subject to your objection.

17 (WHEREUPON, Plaintiff's Exhibit No. 20 was admitted
18 into evidence.)

19 MS. O'BRIAN: Plaintiff's Exhibit No. 21 is a ruling
20 in 0269. This is by Judge Stilwell in that case on a
21 motion to reconsider.

22 THE COURT: Okay. Again, objection to this one,
23 Mr. Wedlake?

24 MR. WEDLAKE: Again, this particular one, although
25 it's the same deal, it's normal court process. So it's

1 not abusive court process. So it's irrelevant to this
2 case.

3 But this particular one is slight of hand that the
4 Judge used to make sure that he could, you know, have the
5 appeal, basically, you know, be overruled. And, indeed,
6 he never really did this in the proper order of stuff.
7 But that's what he claims. So it was kind of a falsified
8 deal in the first place. But, again, irrelevant to this
9 case.

10 THE COURT: All right. And your objection is
11 overruled.

12 Plaintiff's Exhibit No. 21 is in evidence.

13 (WHEREUPON, Plaintiff's Exhibit No. 21 was admitted
14 into evidence.)

15 MS. O'BRIAN: And then Plaintiff's Exhibit No. 22 is
16 the order granting summary judgment in favor of the
17 Defendants in 1501. That was entered by Judge Miller.

18 THE COURT: All right. Objection to this one?

19 MR. WEDLAKE: Again, normal court process. It
20 doesn't speak to the case here that I have abused court
21 process.

22 THE COURT: Okay. Objection overruled.

23 So Plaintiff's Exhibit 22 is in.

24 (WHEREUPON, Plaintiff's Exhibit No. 22 was admitted
25 into evidence.)

1 MS. O'BRIAN: And then we've got 27. This is an
2 appeal from a magistrate court case that Mr. Wedlake
3 filed. And this was heard in front of Judge Verdin.

4 THE COURT: All right. Any objection?

5 MR. WEDLAKE: Same objection, normal court process.
6 It doesn't speak to this case. It's irrelevant and,
7 therefore, inadmissible.

8 THE COURT: Objection overruled.

9 And Plaintiff's Exhibit No. 27 will come in.

10 (WHEREUPON, Plaintiff's Exhibit No. 27 was admitted
11 into evidence.)

12 MS. O'BRIAN: Plaintiff's Exhibit No. 28 is the order
13 granting Defendant's motion to dismiss in that underlying
14 magistrate court case.

15 THE COURT: Objection?

16 MR. WEDLAKE: Same objection. Normal court process,
17 irrelevant to this case where the claim is I have abused
18 court process.

19 THE COURT: I'm going to overrule your objection.
20 Again, all of these are public records.

21 (WHEREUPON, Plaintiff's Exhibit No. 28 was admitted
22 into evidence.)

23 MS. O'BRIAN: Plaintiff's Exhibit No. 29, this is the
24 remittitur notice that was sent by the clerk for the South
25 Carolina Court of Appeals in the 2017 case.

1 THE COURT: All right. Any objection?

2 MR. WEDLAKE: Same deal. Normal court process,
3 irrelevant to any claim that I have abused court process.
4 And it's inadmissible.

5 THE COURT: All right. And objection is overruled.
6 And Plaintiff's Exhibit No. 29 is in.

7 (WHEREUPON, Plaintiff's Exhibit No. 29 was admitted
8 into evidence.)

9 MS. O'BRIAN: And then Plaintiff's Exhibit No. 31 is
10 the Court of Appeals opinion on the magistrate court case.
11 The appeal that was heard by Judge Verdin.

12 THE COURT: All right. Any objection?

13 MR. WEDLAKE: Same objection. Irrelevant to this
14 case at hand. It's irrelevant and inadmissible.

15 THE COURT: I will find that it is relevant and it's
16 a public record.

17 And it's admissible as Plaintiff's Exhibit No. 31.

18 (WHEREUPON, Plaintiff's Exhibit No. 31 was admitted
19 into evidence.)

20 MS. O'BRIAN: Last one, Your Honor, is Plaintiff's
21 Exhibit No. 32. This is the ruling of the Court of
22 Appeals with regard to case 1501.

23 THE COURT: All right. Objection?

24 MR. WEDLAKE: Same objection. Normal court process,
25 doesn't speak to -- that I abused court process. And it's

1 irrelevant and inadmissible.

2 THE COURT: Okay. Overruled.

3 And Plaintiff's Exhibit No. 32.

4 (WHEREUPON, Plaintiff's Exhibit No. 32 was admitted
5 into evidence.)

6 THE COURT: All right. Are you ready for the jury?

7 MS. O'BRIAN: Yes, Your Honor.

8 THE COURT: Are you ready for the jury, Mr. Wedlake?

9 MR. WEDLAKE: Yes, Your Honor.

10 THE COURT: All right. Bring the jury in.

11 (WHEREUPON, Court's Exhibit No. 2 was marked for
12 identification and admitted into evidence.)

13 (WHEREUPON, the jury came into open court at
14 approximately 4:03 p.m.)

15 THE COURT: I believe it's Ms. Burger.

16 JUROR #11, STACEY BURGER: Yes, sir.

17 THE COURT: Mr. Burger is our foreperson.

18 Thank you for serving in that role.

19 All right. You may proceed.

20 CONTINUED DIRECT EXAMINATION

21 BY MS. O'BRIAN:

22 Q All right. Ms. Craigo, when we were outside the
23 presence of the jury and on the record, we entered several
24 exhibits related to these lawsuits that were filed by
25 Mr. Wedlake. And I just want to talk through those that

1 have been entered and kind of get a better timeline of all
2 of these lawsuits.

3 I know we've spent a lot of time on the 2017 lawsuit,
4 and that's referred to by the case number 6301; is that
5 right?

6 A Yes.

7 Q Okay. So --

8 MR. WEDLAKE: Your Honor, before she proceeds, would
9 you inform the jury that all these exhibits were entered
10 over my objection?

11 THE COURT: Yeah. That's a good point.

12 Yeah. The various ones, we went ahead and went
13 through the documents and they have been entered subject
14 to his objections.

15 BY MS. O'BRIAN:

16 Q So we've got the 2017 case and that's the case that
17 went to trial. They didn't find -- they found against
18 Mr. Wedlake. He appealed. It went up to the Court of
19 Appeals and all of that was denied; is that correct?

20 A That's correct.

21 Q And then it went to the Supreme Court of South
22 Carolina, and that was denied?

23 A Correct.

24 Q Then we've got -- there was a 2018 lawsuit for
25 slander and libel against former board members; is that

1 correct?

2 A Correct.

3 Q And then we have a 2019 case against the board
4 members with the case number -- last three numbers 269; is
5 that right?

6 A Correct.

7 Q And that was the one we were talking about that was
8 about the ballots and the list of who hadn't returned
9 their ballots in the vote; is that right?

10 A That's correct.

11 Q Okay. So we've got that one. And we talked about
12 the subpoenas that were part of that after summary
13 judgment was granted against Mr. Wedlake; is that correct?

14 A That's correct.

15 Q Okay. And then Mr. Wedlake -- and this is -- if you
16 want to turn to Exhibit No. 18. He moved to have that
17 reheard. The order that was quashing those subpoenas, he
18 brought in front of the Court again; is that correct?

19 A Correct.

20 Q Okay. And so in Exhibit No. 18, is the Court denying
21 that rehearing?

22 A That's correct.

23 Q Okay. And then we already talked about that there
24 was an order entered in that case granting summary
25 judgment to the Defendants there. Did Mr. Wedlake have

1 that -- or move to have that reconsidered by the Court?

2 A He did.

3 Q Okay. And Exhibit No. 21, does that show the motion
4 for reconsideration as to -- the response by the Judge to
5 that motion for reconsideration?

6 A That's correct.

7 Q And did he maintain that the summary judgment was
8 correctly granted?

9 A Yes.

10 Q Okay. And that case was appealed as well; correct?

11 A It was.

12 Q Okay. And that went to the Court of Appeals. What
13 was the outcome on that?

14 A They affirmed the lower court ruling.

15 Q All right. So that's -- that's the first case
16 against the 2019 board. Was there a second case against
17 the 2019 board?

18 A Yes.

19 Q That case number was 1501; is that right?

20 A That's right.

21 Q Tell us just a little bit about what that one was
22 about.

23 A From the top of my head, I believe this is the one
24 where Mr. Wedlake was demanding that they not pay the
25 attorneys.

1 Q Is this the one that was considered the validity of
2 the balloting process?

3 A Yes.

4 Q So he filed the complaint in that. Is that
5 Exhibit No. 20?

6 A It's -- Exhibit No. 22 is the granting of the summary
7 judgment on case 1501.

8 Q Okay. So he filed his complaint. And then the
9 Defendants in that case, more of the board members, moved
10 for summary judgment. And that was granted in Exhibit No.
11 22?

12 A Yes.

13 Q And so that dismisses Mr. Wedlake's claims?

14 A That's correct.

15 Q Okay. And then did he appeal that decision?

16 A He did.

17 Q All right. And Exhibit No. 32, does that show the
18 Court of Appeals ruling as to that matter?

19 A Yes.

20 Q And what did the Court of Appeals rule?

21 A They ruled --

22 Q Did they uphold or --

23 A They upheld the prior court rulings, affirmed.

24 Q All right. So that's four lawsuits we've talked
25 about. The fifth lawsuit was in magistrate's court; is

1 that right?

2 A Around that same time is when he filed, also, against
3 the 2020 board as a third party to this. I'm not sure
4 which one came first, honestly.

5 Q Okay. Let's talk about that magistrate's court
6 filing first.

7 A Okay.

8 Q So in magistrate's court, who did he sue in that one?

9 A In that case, he sued the current board, which
10 consisted of Ted Decker, me, and Sandra Lacroy [phonetic].
11 But he, also, included in that lawsuit the original
12 attorneys, McCabe and Trotter, who had represented the
13 board in the very first lawsuit, 6301.

14 In addition, they added -- he added State Farm to
15 that lawsuit because they were providing coverage for us.

16 Q Okay. I'm going to take that one step at a time.
17 What was he suing you and the other board members for in
18 that magistrate's court case in 2020 -- or 2021?

19 A It was kind of felt to me like a hail Mary of all the
20 prior lawsuits.

21 Q What was the ruling on that one?

22 A They ruled in favor of the board.

23 Q Okay.

24 A It was --

25 Q Was it determined that many of those matters had

1 already been decided?

2 A Yes. I'm not sure of the exact term, estoppel.

3 Q And that case was decided in magistrate's court.

4 What happened to that case?

5 A Well, they, also -- at the same time, they ruled in
6 the board's favor. They, also, dismissed his case against
7 State Farm and dismissed his case against McCabe Law Firm.

8 Q As far as State Farm, what -- what was he alleging
9 that State Farm had done?

10 A He was saying that -- I guess, he had read the State
11 Farm directors and officers policy. And from what I can
12 tell from reading his revised documents and letter, he,
13 actually, wrote a letter to -- I don't know if it was like
14 a CEO of State Farm saying they should not have covered
15 us. And then he filed a lawsuit against State Farm saying
16 that they should not be providing coverage to the board.

17 And as part of that, he changed from suing us for a
18 dollar -- among all of the other things he wanted. But he
19 changed it from a dollar to zero dollars. And since it --
20 he wasn't asking for money. Then he felt that State Farm
21 should not provide directors and officers coverage for us.
22 But State Farm continued to provide that coverage for us.

23 Q So if State Farm hadn't provided that coverage, the
24 individual boards members would have been responsible for
25 the fees from the lawsuit --

1 A Yes.

2 Q -- Mr. Wedlake filed?

3 A Yes, again.

4 Q Okay. Was that ruling in the magistrate's court
5 appealed by Mr. Wedlake?

6 A It was. It was appealed to the Circuit Court. And
7 Judge Verdin affirmed the lower court. And then he
8 further appealed that to the South Carolina Appeals Court
9 who, again, affirmed the lower court. He then filed that
10 one with the State Supreme Court, who refused to review
11 it.

12 Q Okay. So writ wasn't granted --

13 A Correct.

14 Q -- by the Supreme Court?

15 But it was denied -- his appeal was denied at the
16 Circuit Court appellate level and then the State Court of
17 Appeals?

18 A Yes.

19 Q Okay. And then you mentioned a counterclaim in this
20 lawsuit was another suit against the board. Explain that.

21 A Repeat that. I'm sorry.

22 Q No. That's all right. So in this lawsuit --

23 A The magistrate lawsuit?

24 Q No. In the one we're hearing today.

25 A Oh, okay.

1 Q In this class action lawsuit for abuse of process
2 against Mr. Wedlake, you said that he brought third party
3 claims at the time --

4 A Yes.

5 Q -- against the board. So another lawsuit against the
6 board?

7 A In 2020 --

8 Q Tell us about that --

9 A -- he filed an action. I'm not sure exactly how it's
10 stated. But it's, basically, stating it's a third-party
11 lawsuit. And from what I understand of that, it's sort of
12 like if he's done something wrong or being blamed for
13 something, then it's all the board's fault for not doing
14 something, negligence, or not doing our duty. That has
15 already been decided in Circuit Court in favor of the
16 board. There's not been a lawsuit yet that has found any
17 of the boards liable for anything.

18 Q Okay. And then you, also, mentioned an arbitration?

19 A Yes.

20 Q Tell us a little about that.

21 A We had, finally, gotten a bylaw amendment in place.
22 And right before it was, actually, ratified, but around
23 the time it was a ratified, Mr. Wedlake was demanding
24 access to the proxies, in particular, from the annual
25 meeting. He wanted to know how people were voting on

1 various -- or either voting or allowing the board to vote
2 for them on various things that are voted on at the annual
3 meeting.

4 And our position was that if we give you the proxy,
5 then not only are you going to know how that person voted,
6 but you're, also, going to know the person that voted for
7 them, how they voted. And we felt that that was -- it's a
8 privacy issue with our neighborhood. People don't,
9 frankly, want him to know how they vote. And it went to
10 arbitration. And the board was awarded the arbitration.
11 I'm not sure how that --

12 Q And Mr. Wedlake was listed as the claimant in that
13 one?

14 A Yes, yes.

15 Q So his claim, was it denied?

16 A His claim was denied, yes.

17 Q Okay. Is that all of the lawsuits, to your
18 knowledge, that Mr. Wedlake has filed against the board?

19 A Against the board, yes.

20 Q Or its individual members?

21 A Against the board and its individual members.

22 But can I say that he, also, filed one in federal
23 court?

24 Q Yes. What happened there?

25 A He filed a lawsuit against Alan Wilson and the State

1 of South Carolina in federal court saying that he was
2 being forced to be a member of a homeowners association
3 and pay dues. And he didn't feel that he should have to
4 do that.

5 Q What was the outcome of the case? Was it suing the
6 State of South Carolina?

7 A Uh-huh, and Alan Wilson. And I'm not sure, I think
8 he tried to sue Alan and it became a state thing, one or
9 the other. But they denied it.

10 Q Any other lawsuits that you're aware of that
11 Mr. Wedlake has brought against the board, against the
12 members that served on the board, or the homeowners
13 related to this?

14 A That's -- to my knowledge, that's all of them.

15 Q Okay. I want to talk now and kind of shift focus.
16 Because we've gone through all of those lawsuits and the
17 things -- kind of the highlights of what happened in
18 those. We talked earlier about the assessments. What --
19 what was the process that was, actually, put in place to
20 collect those assessment amounts?

21 A Well, of course, the first one was done with the
22 balloting. And that was all paid. And then once -- the
23 final appeal all the way to the South Carolina Supreme
24 Court, once that portion of the legal fees was -- the
25 invoice was sent to me. Ben and several others, Dennis,

1 Jody had a conference call with the attorney on the second
2 set of -- second billing for all of the appeals. Once
3 again, it was something in the \$63,000 range. And they
4 agreed to settle for 33,000 provided we pay them in full
5 by a particular date.

6 So with that in mind, we had the annual meeting and
7 we told people -- because we had -- that was the first
8 time we had been presented with an invoice at all on that.
9 So we presented the invoice to the HOA. We told them what
10 the assessment amount would be. This was during -- this
11 was 2021, I think. I think that's right. And we told
12 them that, you know, you can go ahead and pay it or if you
13 need a little more time to pay it, let us know and we'll
14 work with you. But out of 66 homes, 65 paid it on time,
15 and one did not.

16 Q And who was that?

17 A Mr. Wedlake.

18 Q Okay. And that went through the same approval and
19 balloting process as the first assessment?

20 A It didn't. Because the first assessment, also,
21 included -- what's the term? In other words, future
22 indemnification.

23 Q Okay.

24 A And at that point, we realized that this has to be
25 done. I mean, it's a legal requirement to indemnify a

1 board, especially when they have been successful. And we
2 had been successful. And we tried very hard to get that
3 dollar amount down as low as we possibly could. Because
4 we knew it was going to be difficult -- I knew it was
5 going to be difficult to go before all of these homeowners
6 and say one more time. But by then, we, also, had filed a
7 class action, so.

8 Q Okay. I'm going to show you what's been marked as
9 Plaintiff's Exhibit Nos. 33 and 34.

10 MR. WEDLAKE: Can I ask for a point of clarification,
11 Your Honor?

12 THE COURT: Yes.

13 MR. WEDLAKE: The current lawsuit is brought by class
14 members where the named parties were not the board, nor
15 were they ever involved with any of the cases against
16 the board. So I think there's been a misleading
17 testify --

18 THE COURT: That's something we'll need to take up
19 outside the presence of the jury after this witness.
20 Okay.

21 BY MS. O'BRIAN:

22 Q I just handed you what's marked as Exhibit Nos. 33
23 and 34. Are these documents that you created?

24 A It is, yes.

25 Q And what are they?

1 A These are the documents that show each of the
2 assessments. If you recall, the first assessment, they
3 were done as three payments. So 33 is the record that
4 shows the three payments of \$50, \$100 and \$50 again. And
5 34 is the record of the -- the second assessment of
6 \$4,508.

7 MS. O'BRIAN: Your Honor, at this time, we would move
8 Exhibits Nos. 33 and 34 into evidence.

9 THE COURT: Any objection to 33 and 34?

10 MR. WEDLAKE: Again, Your Honor, yes. These are
11 totally irrelevant to this case's claims that I abused the
12 court process. This is simply an accounting of what I
13 view to be an illegal assessment made by the board, which
14 I will testify subsequently in this trial.

15 THE COURT: Ms. O'Brian.

16 MS. O'BRIAN: Your Honor, it goes to damages. We've
17 got to prove damages. And, obviously, we've got to show
18 that causal link.

19 THE COURT: All right. Then I'm going to allow --
20 note your objection. So 33 and 34 are overruled and will
21 be admitted as Plaintiff's Exhibit Nos. 33 and 34.

22 (WHEREUPON, Plaintiff's Exhibit Nos. 33 and 34 were
23 admitted into evidence.)

24 THE WITNESS: Your Honor, may I clarify something?

25 THE COURT: Hold on.

1 BY MS. O'BRIAN:

2 Q Ms. Craigo, did those provide --

3 A Can I clarify something?

4 Q Yes.

5 A When I said we filed the class action, I'm a class
6 action member. I'm not saying that as a board member.
7 I'm saying that as just someone that lives in the
8 neighborhood that has paid fees.

9 Q Okay. That's fine.

10 Thank you for that clarification.

11 For these two documents, does that provide a full
12 record of all the assessment amounts that were charged and
13 paid by homeowners within Woodington?

14 A By individuals, yes. To further clarify, though,
15 when this first assessment was done and these people paid
16 \$200, the actual assessment was \$500. But because we had
17 money in an emergency fund in our neighborhood set aside
18 for other projects, whether it be the front entrance,
19 street lights, whatever, we, actually, used the -- the
20 board at that time made the decision -- sorry -- to get
21 approval and use that money to offset \$300 of it.

22 So it cleaned out our emergency fund, but, yes, for
23 people out of pocket, yes, this is...

24 Q Okay. And the funds that were used that were held by
25 the HOA, how had you collected those funds over the years?

1 A Those had been collected from prior -- from members
2 in prior years.

3 Q Okay. So that was owned by -- by the HOA itself,
4 that money was?

5 A Yes.

6 Q And how much was that?

7 A It was -- it would have been 300 times 66.

8 Q Okay. I can do the math in a minute. All right. So
9 you offset it with that. The members then paid \$200
10 apiece?

11 A Uh-huh.

12 Q And then they paid 400 and how much apiece?

13 A 458.

14 Q Okay. And those -- those are the full amounts that
15 have been paid related to these lawsuits that we're
16 talking about?

17 A That's correct.

18 Q By the homeowners?

19 A Yes.

20 Q All right. Ms. Craigo, from your experience and what
21 you -- what you saw being the wife of somebody that was
22 subject to these lawsuits and being sued yourself as well
23 as and being a homeowner in this neighborhood, what was --
24 what do you think the intent behind all of this was?

25 A I feel like it was -- his whole intent was to punish

1 people financially who disagree with him and not let him
2 get his way. From my perspective, just what I have seen,
3 Stacy -- I'll just call her Stacy, she was the board
4 secretary in 2017. She resigned and, actually, sent an
5 affidavit that she was resigning because of harassment.

6 Q Harassment by?

7 A I'm sorry?

8 Q Harassment by who?

9 A Mr. Wedlake. You know, she said, I signed up to be a
10 volunteer. I didn't sign up to be treated this way. But
11 then he immediately wanted that position as secretary,
12 which is a position he has held before. He wanted to be
13 installed in that position. And when they refused to say,
14 okay, you've kind of run off our secretary, you can't then
15 jump into her job just because you were the only other
16 person on the ballot. That's not how the bylaws read.
17 The remaining board members can choose, you know, that
18 person to fill that role or they can combine roles, which
19 they did.

20 It's a control thing. And it's a -- it feels like
21 vengeance and a way of manipulating and trying to control
22 the neighborhood is how it feels.

23 Q And that's based on the lawsuits, the comments he
24 made, the letters he sent out. Anything else?

25 A Well, I mean, I think one of the key things for me --

1 I mean, I read the letters that have been sent far more
2 than here. I'm talking about binders of letters. There's
3 letters he's sent about me and I'm board president. I
4 even said in one of these, I think you're calling me a
5 liar. It is just hate filled. And it caused a lot of
6 people to leave the neighborhood.

7 You know, I think -- since this started, I think -- I
8 counted, there's 66 home sites. And I think there's
9 something like 20 times the houses have changed hands.
10 And some people have, actually, said that they left
11 because of this. It's sad, it is, you know.

12 It's stressful. It's stressful. It's stressful to
13 go to meetings and then -- the annual meetings or whatever
14 and then become combative between Mr. Wedlake and other
15 members. You know, language is an issue. You know, at
16 one point my husband and I were walking down the street.
17 We were just walking. We came back. And his home is --
18 I'm next to Ben. So his house is, like, three from mine.

19 And as we came back, he was at his mailbox, you know.
20 I've seen -- I mean, he was -- I mean, you'll see it
21 later. But the kind of story he told, if anybody knew me
22 knows that I don't use that kind of language, you know.
23 It's sad. And it's very stressful for people that live
24 around him.

25 MS. O'BRIAN: The Court's indulgence for just a

1 moment.

2 (Pause.)

3 MS. O'BRIAN: That's all for this witness, Your
4 Honor.

5 THE COURT: All right. You can stay there.
6 Cross-examination, Mr. Wedlake.

7 MR. WEDLAKE: Well, can we defer that since it's 4:30
8 already today, Your Honor?

9 THE COURT: It's a good time to start your
10 cross-examination.

11 MR. WEDLAKE: Is that confirming tomorrow for
12 cross-examination?

13 THE COURT: If you -- it depends on how much you
14 need. But go ahead and start now, please.

15 MR. WEDLAKE: All right. So I think I'll try to do
16 today. And I assume I can continue with cross-examination
17 tomorrow. Would that be correct?

18 THE COURT: We'll see. I mean, I don't know how long
19 you plan on going. And I'll talk with the jury about how
20 long they have today.

21 MR. WEDLAKE: Well, I thought I heard you say that we
22 would quit before 5:00.

23 THE COURT: Go ahead and proceed with your
24 cross-examination, please.

25 MR. WEDLAKE: All right. So I had understood that

1 this was entered into evidence as Exhibit No. 5.

2 THE COURT: No. Exhibit No. 5 was -- you objected to
3 it and it was not placed into evidence.

4 MR. WEDLAKE: Well, I would like to try to point out
5 the -- more of the truth of the matter here.

6 THE COURT: Well, you objected to it and I kept it
7 out. So now, it's not in the record.

8 MR. WEDLAKE: It is not in the record?

9 THE COURT: No.

10 MR. WEDLAKE: All right. I guess I didn't appreciate
11 that.

12 All right. So we don't need to spend time with that.

13 CROSS-EXAMINATION

14 BY MR. WEDLAKE:

15 Q All right. So I've noted here, Ms. Craigo, that you
16 have stated personal observations that I claimed in an
17 annual meeting that my rights trump your rights. Do you
18 have any documentation or evidence supporting that,
19 please?

20 A I probably have witnesses here.

21 Q There's no witnesses that were indicated on your
22 counsel's list that I don't believe would verify this. Is
23 that your feeling, that there are witnesses that will
24 verify that statement?

25 A There is.

1 Q Are those witnesses in this courtroom?

2 A They are.

3 Would you like for them to stand?

4 Q I think I know the people that I see there.

5 MS. O'BRIAN: Your Honor, I just want to clarify a
6 little bit that her testimony is evidence. I think there
7 was an implication that that's not evidence. I want to
8 make sure that's clear as to what -- what is evidence and
9 what can be considered.

10 THE COURT: That's -- I'll address that in my charge.

11 MS. O'BRIAN: Okay.

12 MR. WEDLAKE: Well, again, Your Honor, from my
13 perspective, this is a biassed board's opinion of what
14 they think happened.

15 THE COURT: Proceed with the questions.

16 BY MR. WEDLAKE:

17 Q Okay. So for the early lawsuits, there's this
18 question now about being sued individually. Are you aware
19 that all case captions noted the entity of the board of
20 Woodington Association?

21 A I am. But I'm, also, aware that in the court
22 transcripts of 6301 and 0269, both of those judges,
23 specifically, asked you during those court proceedings why
24 you were suing these people as individuals. And you said
25 that's the way you wanted it.

1 Q On those things where an attorney was present, as you
2 may be fully aware, did I, actually, make that statement
3 or was my attorney the one who made that statement?

4 A I believe if I -- I have the transcripts. But I
5 believe you made the statement. And I think at one point,
6 you may have said, I did it because my attorney thought
7 that was the best way, or the right way, or whatever.

8 Q Yes. And that's the point of the matter here. The
9 attorney directs stuff in court when he is present. And
10 my testimony was accurate in that respect --

11 MS. O'BRIAN: Your Honor, I think we're testifying a
12 little bit.

13 THE COURT: Yeah. You've got to ask a question of
14 this witness. You cannot testify yourself at this point.
15 This is -- you can ask her questions.

16 BY MR. WEDLAKE:

17 Q So the question is, you were aware that this was,
18 basically, the work of my attorney that you had referred
19 to?

20 A I don't know if that was the work of your attorney.
21 I know that there was comments that were made during
22 court.

23 Q Do you agree I made comments in response to what my
24 attorney had asked?

25 A I have no idea what you and your attorney discussed.

1 Q And the testimony that you are referring to in court
2 where you claim I said my rights trump your rights.

3 A What are you asking me?

4 Q The question is, you were aware that in court that my
5 attorney asked me questions which I responded to as part
6 of prior testimony. Do you agree that that is true?

7 A Repeat that. I'm sorry. You lost me.

8 Q This is not something I dreamed up myself. Do you
9 agree that my attorney elicited these responses?

10 A I don't know what your attorney did.

11 Q This is something that happened in court that you
12 said that there's evidence that suggests that this is what
13 I said.

14 A It's in the transcript, Ray.

15 Q Would you produce -- can you produce that transcript
16 as evidence and show what you're speaking about?

17 A I can. But I think that will be later; right, in
18 evidence? Or I can do it now, whatever.

19 MS. O'BRIAN: With Mr. Wedlake's request, Your Honor,
20 should we get those --

21 THE COURT: I'm not -- if you want to put in any
22 additional evidence or he wants to put it in, I don't have
23 any --

24 MR. WEDLAKE: The point is, Your Honor, this is
25 biassed testimony that is extrapolating into things that

1 really aren't appropriate for this case. And it's
2 irrelevant and inadmissible.

3 THE COURT: When you present your case, then
4 that's -- you can appropriately respond.

5 MR. WEDLAKE: All right. So this was Exhibit No. 19,
6 I believe.

7 THE COURT: Push your "okay" button on that.

8 MR. WEDLAKE: Okay.

9 THE COURT: One more time.

10 There we go.

11 MR. WEDLAKE: There we go. I'll zoom out. There we
12 go.

13 BY MR. WEDLAKE:

14 Q All right. So this was the case -- Exhibit No. 19
15 that was entered into evidence. And it has several pages.
16 All right. So if we look at this, do you see number four
17 where it says that I requested a list and not how such
18 members voted as related to the ballots to assess members,
19 blah, blah, blah? It's on Page 3.

20 A Yes.

21 Q So would you like to retract any of your testimony
22 where you said that I requested how the members voted?

23 A No.

24 Q And do you -- again, number four says, And not how
25 such members voted. Do you see that, please?

1 A This is your complaint. But I think you need to look
2 further at the order based on what came out at trial.

3 Q Do you see as number four said I did not seek how
4 such members voted to get confidential information? I
5 just asked for a list. Number four on Page 3.

6 A You asked for a list of how members voted.

7 Q That's what this case was about.

8 A Okay. What would be the difference in asking for a
9 list of how they voted versus just see the ballots? It's
10 still confidential.

11 Q The point is the list of who voted is not
12 confidential. Do you agree that that is what this number
13 four says, that I did not ask for how many -- how members
14 voted, and I asked for a list of who voted, and not how
15 such members voted? Do you see that in number four?

16 A I see that.

17 Q All right.

18 A And there's, also, another piece to that. The list
19 of members who, actually, voted, then that leaves the
20 remaining people who voted by proxy. And, therefore, you
21 would know how those people voted by the board.

22 Q No. I would just know the list of people who voted
23 and understand that the board had advertised how they
24 would vote. But I don't believe that's --

25 THE COURT: All right. You've got to ask a question.

1 You can't testify here.

2 MR. WEDLAKE: Again, I think that the point is clear
3 that --

4 THE COURT: You cannot testify or argue. You can ask
5 questions, Mr. Wedlake.

6 THE WITNESS: It seems to me --

7 THE COURT: There's no -- hold on. There's no
8 question to you yet.

9 MR. WEDLAKE: The question was exactly does everybody
10 see -- does the witness see how number four reads, which
11 asks for the list, which I think is clear.

12 THE COURT: And I believe that's been asked and
13 answered.

14 BY MR. WEDLAKE:

15 Q And were you aware on the arbitration on this same
16 issue that I quoted the public policy to the arbitrator?

17 A Honestly, I don't remember all of the specifics. And
18 I don't know that we want to get back into relitigating
19 everything again. It's already been ruled on; correct?

20 Q The point was, do you understand that the point was
21 that the arbitrator violated public policy where public
22 policy specifies that who voted in an election is not
23 private information?

24 MS. O'BRIAN: Objection, Your Honor, to that
25 question. It's bringing in all kind of extraneous

1 information that hasn't come in this court.

2 THE COURT: Yeah. Sustained.

3 BY MR. WEDLAKE:

4 Q And do you recall where you have claimed the law
5 requires the board to be indemnified that I sent a letter
6 to members saying that the -- here's what the law says,
7 which the board must meet requirements before they may be
8 indemnified?

9 A Indemnification for board members is part of the
10 South Carolina nonprofit act, as well as our bylaws.

11 Q The question was, do you recall there's requirements
12 that the board must meet to comply with the law before
13 they can be indemnified?

14 A All of those requirements are listed in those
15 documents, in the Government's documents.

16 Q And was it your feeling that the board met all of
17 those requirements?

18 A Yes. I believe that's, also, been adjudicated.

19 Q And do you understand that the bylaws require a limit
20 of \$1,500 before the board -- or if the board intends to
21 spend more than that that they must get member approval
22 prior to the event of expending the funds?

23 A Ray, the \$1,500 is for projects. And by projects,
24 that is -- I think Ben alluded to earlier, things like
25 landscaping, fence updates, better lighting. The fact

1 that the law requires indemnification and the law requires
2 if a -- if a company that's a nonprofit corporation is
3 sued, by law, they have to have an attorney to go to
4 court.

5 Q Is it your opinion that I did not inform the board
6 that things would be filed in court if they did not meet
7 with me to resolve the issues?

8 A Say that again? I'm sorry.

9 Q Is it your opinion that I gave the board -- that I
10 did not give the board every opportunity to meet to
11 resolve the issues before I filed in court?

12 A My experience was you would send us a draft of what
13 you were going to file. And then you would, also, send us
14 an agreement that the board could sign and you would sign
15 agreeing to certain things to preclude having to go to
16 court. But the things that you were asking for us to sign
17 were things that would have gotten us in trouble legally.

18 Should I give you an example?

19 Q Do you have evidence supporting any of that statement
20 that you just made?

21 A I do.

22 Would you like for me to state one of them?

23 Q Not at this time.

24 Thank you.

25 A Okay.

1 Q All right. This is a document that was entered as
2 Exhibit No. 14. And do you see where I have, actually,
3 quoted the court rules, Rule 30 and Rule 45?

4 A What page are you on?

5 Q This is Page 1 of Exhibit No. 14.

6 THE COURT: For some reason, the monitor is not
7 working.

8 MR. WEDLAKE: Yeah. I see mine is out as well.

9 THE COURT: See if yours works.

10 MR. WEDLAKE: Yes.

11 THE COURT: Can you -- sorry about that. We've just
12 got a few more minutes here.

13 MR. WEDLAKE. Okay. So we need to zoom out a little.

14 BY MR. WEDLAKE:

15 Q So Exhibit No. 14, Page 1 here.

16 The question was, do you see that I directly showed
17 Rule 30 and Rule 45?

18 A I do.

19 Q And do you, also, see that I gave members every
20 opportunity in lieu of depositions to return your signed
21 statement to allow me to withdraw the subpoena?

22 A I see that.

23 Q And I've, also, gone on to say, For your own version
24 of correct testimony regarding the subject matter. Do you
25 see that in this paragraph as well?

1 A I see that.

2 Q So would you admit then I gave members lots of
3 options?

4 A I think if I were a member and I got a copy of
5 this -- I did not -- I would be concerned about the legal
6 ramifications of what you're asking. Because it appears
7 as if it was coming from an attorney or from the Court,
8 you know. This do you affirm your foregoing testimony is
9 true and correct, those kind of things are intimidating to
10 people that are not in the legal profession.

11 Q As I pointed to here, do you see that I gave members
12 all of these options to try to clarify the truth of the
13 matter?

14 A Right. But I see the next two pages that are just
15 yes or no.

16 Q Now, let me point again and say, do you see where it
17 says, Or your own version of correct --

18 A I answered that, Ray.

19 Q And relative to Exhibit No. 2, here in this one --
20 although the bylaws had this provision put into it, do you
21 recall previous testimony and cross-examination saying
22 that this is not consistent with the nonprofit corporation
23 act?

24 A Repeat that.

25 Q And do I have confusion in my mind here that I had

1 stated I -- okay. So I think what I stated -- do you
2 recall that I stated that this feature of this ballot was
3 something that three board members approved against
4 minority two votes, one of which was mine on this
5 amendment to the bylaws providing for the ballot?

6 A I can't see which one you're on. The indemnification
7 one?

8 THE COURT: What's the exhibit number?

9 MR. WEDLAKE: This is the same exhibit. It's just
10 part of that Exhibit No. 14.

11 THE COURT: Okay.

12 THE WITNESS: Okay. So what you're asking -- I'm not
13 sure what you're asking. Are you asking me if -- how many
14 people voted against it?

15 BY MR. WEDLAKE:

16 Q No. The question was, did you recall that I was
17 opposed to this part of the amendment that the three
18 members of the board against two members of the board
19 voted in?

20 A I wouldn't have had a way of knowing that. That was
21 when you were on the board and it just came across as this
22 is the board, you know.

23 Q Well, I stated that earlier, I think, in this
24 proceeding here today?

25 A Right, you did. But I would have no way of knowing

1 that.

2 Q You affirm that that -- that was made known here?

3 THE COURT: Is this a good stopping point?

4 MR. WEDLAKE: Yes, Your Honor.

5 THE COURT: All right. We'll go ahead and break for
6 the day.

7 All right. Ladies and gentlemen, I told you my four
8 rules. You're going to have them memorized very well. Do
9 not discuss the case among yourselves, or with friends, or
10 family. Don't do any type of research. Do not pay any
11 attention to any media coverage. And if anybody contacts
12 you, other than somebody from clerk's office, then,
13 please, let the bailiffs know when you get here in the
14 morning.

15 Does 9:30 work for everybody?

16 (WHEREUPON, the jurors indicated in the affirmative.)

17 THE COURT: All right. We'll see you at 9:30 in the
18 morning.

19 (WHEREUPON, the jury was excused from open court at
20 approximately 4:55 p.m.)

21 THE COURT: All right. Anything from the Plaintiff
22 before we break for the day?

23 MS. O'BRIAN: No, Your Honor.

24 THE COURT: Anything from the Defendant?

25 MR. WEDLAKE: Not now.

1 Thank you.

2 THE COURT: All right. We'll see everybody in the
3 morning.

4 You can step down. Remember, you cannot discuss the
5 case with anyone.

6 THE WITNESS: Yes, sir.

7 (WHEREUPON, the proceedings were concluded at
8 approximately 4:57 p.m., to be reconvened on
9 Wednesday, November 29, 2023.)

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1 WEDNESDAY, NOVEMBER 29, 2023

2 THE COURT: Is the Plaintiff ready?

3 MS. O'BRIAN: Yes, Your Honor, we are.

4 THE COURT: Is the Defendant ready?

5 MR. WEDLAKE: Yes, Your Honor, I am.

6 THE COURT: All right. What I'll do is I'll have the
7 jury come in and then have the witness come back up at
8 that point.

9 If the jury is ready, have them come in.

10 And our break today will be at 11:00.

11 MS. O'BRIAN: Sounds great.

12 MR. WEDLAKE: That's a lunch break?

13 THE COURT: No. That's a 20-minute break. We'll
14 probably -- that's to accommodate one of the jurors. And
15 we'll try to break so that we can come back at 2:30. So
16 we'll probably break about 1:00, that's what I'm looking
17 at, depending on how the witnesses -- but that's...

18 (WHEREUPON, the jury came into open court at
19 approximately 9:40 a.m.)

20 THE COURT: Good morning, ladies and gentlemen. I
21 hope everybody had a good evening.

22 As you will recall yesterday, we broke in the middle
23 of cross-examination of Ms. Craigo.

24 So at this time, Ms. Craigo, I would ask that you
25 come around so we can continue cross-examination. And I

1 would remind you that you're still under oath from
2 yesterday.

3 THE WITNESS: Yes, sir.

4 THE COURT: All right. Mr. Wedlake, at this point,
5 you may resume.

6 I just turned it on, so it will be a second.

7 MS. O'BRIAN: May I ask what exhibit you're looking
8 at?

9 MR. WEDLAKE: This is exhibit -- tab 12, which was
10 entered as 12.

11 MS. O'BRIAN: Thank you.

12 CONTINUED CROSS EXAMINATION

13 BY MR. WEDLAKE:

14 Q Now, there was a lot of stuff entered into evidence.
15 So this is -- I think we said Exhibit No. 12. And this is
16 a letter that is titled now. But the intent of this
17 letter in this paragraph here was to inform and ask the
18 members if there was a majority -- do you see, Ms. Craig,
19 in this paragraph, let's see, one, two, three, four that I
20 was asking the members this is a critical question to
21 determine if the majority of WHOA members wants to force
22 us all to pay for legal fees, which does not belong to
23 WHOA in the first place?

24 A I see that.

25 Q So I tried to inform the members that there were more

1 legal fees here. And do you see I asked them to
2 voluntarily return statements to indicate whether this
3 was something the neighborhood wanted in this paragraph
4 here?

5 A Are you asking me a question?

6 Q Do you see that here?

7 A Yes.

8 Q It says, Will you, please, voluntarily return your
9 signed statement? Do you see that in this exhibit?

10 A I see that in your letter, yes.

11 Q And this is tab 13 -- Exhibit No. 13, which is simply
12 normal process. And the question is, Do you find anything
13 in this order that represents -- or is any way related to
14 abuse claimed in the lawsuit that we are currently here
15 for?

16 A Not on this page.

17 Q Would you like to see other pages?

18 A Sure.

19 THE WITNESS: Can I get the book back up here with
20 the exhibits in it? It would be easier to read.

21 THE COURT: Yeah. Could she have a copy of the
22 exhibit -- oh, there it is over there.

23 MS. O'BRIAN: And just for the record, these are the
24 ones that have already been entered.

25 THE WITNESS: The exhibit number again? I'm sorry.

1 BY MR. WEDLAKE:

2 Q This is 13.

3 A And your question again?

4 Q Do you find anything that indicates there was any
5 abuse related to this order from this case?

6 A No. What I see is in the order that the board
7 members are not proper parties. And the --

8 Q Do you claim abuse?

9 THE COURT: Mr. Wedlake, she gets to finish her
10 answer before you ask another question.

11 MR. WEDLAKE: All right.

12 THE WITNESS: It, also, states that the HOA
13 confidential votes is requested by the Plaintiff, you, and
14 is not something you're entitled to under the nonprofit
15 corporation act. I don't see anything, specifically, that
16 says abuse of process.

17 BY MR. WEDLAKE:

18 Q All right. So would you agree then that this is
19 normal court process unrelated to any claim of abuse?

20 A I can't say that.

21 Q So this is Exhibit No. 17.

22 A Okay.

23 Q Another court order. Is there anything here that
24 indicates any sort of abuse related to this case?

25 A There's nothing that, specifically, says in this

1 order anything about abuse. This is just the order to
2 quash.

3 Q So you would agree then that this is normal court
4 process unrelated to any abuse?

5 A I can't say that.

6 Q All right. This is Exhibit No. 16. Do you see the
7 subject where I informed members that this is a -- asking
8 them to prepare for another huge legal expenses
9 assessment?

10 A Yes. I see that.

11 Q All right. So and, once again, do you see I informed
12 them whatever that legal bill was they would be expected
13 to pay?

14 A I see the letter. I'm not sure exactly what you want
15 me to comment on.

16 Q Do you see that statement here in this letter?

17 A Yes. That you as members will be expected to pay.

18 Q Very good.

19 Thank you.

20 And do you see in this paragraph where I suggested
21 then that members do not support the board being champions
22 of more legal expenses?

23 A I see your comment.

24 Q And did you see that I asked for a special meeting to
25 speak about more legal expenses?

1 A I see that.

2 Q And was any special meeting like this ever called?

3 A I don't recall. I wasn't the board president then.

4 Q And did you see that in this sentence here, with my
5 perspective that all this was being done because of --

6 A I see that. I, also, note that this letter is dated
7 December the 9th, which we would have had to give notice
8 of a special meeting. And we would have had an upcoming
9 annual meeting. And I believe that that was discussed at
10 the meeting.

11 Q You testified relative to this exhibit that you felt
12 this was intimidation.

13 A What is the exhibit number?

14 Q This is the same exhibit, 16.

15 A Okay.

16 Q Do you see any mention of intimidation here,
17 specifically?

18 A I do. I see it in the tone, in the capital letters,
19 and the underlining, and the bolding certain things in
20 here.

21 Q And how is it that that is intimidation of members
22 who are being informed in this letter that the board is
23 being a champion of more legal fees?

24 A I guess because I came from an IT background that I
25 think of capital letters and bolded letters much like on a

1 screen is meaning yelling.

2 Q Were you aware that several members as well as the
3 board told me that my letters were unclear, that they
4 couldn't make any sense out of them?

5 A I'm not aware of that.

6 Q Would you admit that the emphasis with bold and
7 underscore is a means to the direct members to help them
8 to understand?

9 A I wouldn't say that.

10 Q There's a whole bunch of exhibits that were entered.
11 This is Exhibit No. 18. And same question, do you see
12 anything in this order from the Court that says there is
13 any abuse of court process?

14 A I do not.

15 Q So this is Exhibit 20. The first summons page is,
16 again, standard court process. Do you agree that a
17 summons is standard court process?

18 A That's my understanding.

19 Q This is the complaint. And let me flip to the last
20 page of the first -- or next, rather. Do you see that
21 this was submitted by my attorney at the time, Grant
22 Gibson?

23 A I do see that.

24 Q Is it your opinion that a learned attorney qualified
25 in the law and a member of the South Carolina Bar had made

1 statements anywhere throughout this complaint that
2 represent abuse of court process?

3 A (There was no response.)

4 Q For the benefit of the jury, I'll display other pages
5 while you're thinking.

6 A I don't. But without reading it verbatim...

7 Q So you would agree this is all standard court process
8 and this, again, was submitted to the Court by an officer
9 of the law, Attorney Grant Gibson?

10 A I see that it was submitted by Grant Gibson.

11 Q So have we established this was an exhibit that is
12 standard court process?

13 A I guess, yes.

14 Q 21. All right. This is an exhibit that was entered,
15 21?

16 A Okay.

17 Q A Form 4 -- is a Form 4 a standard court form or is
18 this a form that is related to abuse in any way, shape, or
19 manner?

20 A This was a motion to reconsider.

21 Q Yeah. The question was, is a Form 4 related to the
22 abuse in any way, shape, or manner?

23 A This particular one or any form?

24 Q The question is, the court order Form 4, is that
25 standard court process or is it related in any way, shape,

1 or manner to abuse?

2 A I don't know. I can't speak to what is always
3 standard in a court. I'm not an attorney.

4 Q This is Page 2 of this order. Is there anything here
5 that you would think that represents abuse that is other
6 than standard court process?

7 MS. O'BRIAN: Objection, Your Honor, to relevance.
8 We're not asking about whether the Court abused the
9 process. Rather, we're here about Mr. Wedlake. And this
10 isn't -- I guess I'm confused as to how this is relevant
11 if he's saying the Court abused the process.

12 THE COURT: Yeah. Can you rephrase your question?

13 BY MR. WEDLAKE:

14 Q Is there -- from the witnesses perception, does this
15 order indicate or in any way say that anything that was
16 done in this lawsuit was an abuse of court process?

17 A There's nothing that, specifically, says abuse.

18 Q Thank you.

19 THE COURT: She can explain her answer.

20 THE WITNESS: What it does say is, inasmuch as this
21 motion is inappropriately filed, the final order of this
22 Court bearing among such an issue was entered November
23 26th, 2019. And that order stands unchallenged.

24 BY MR. WEDLAKE:

25 Q And do you feel that is abuse of process?

1 A This is the Court's --

2 Q Very good. Thank you.

3 A -- information. This is not -- whatever.

4 Q All right. This is Exhibit No. 22 that was entered.
5 This, again, is an order from the Court. Is there
6 anything in this exhibit where the Judge indicates that
7 there was any abuse whatsoever on my part of the court
8 process?

9 A (There was no response.)

10 Q And I will display other pages for the jury's benefit
11 while you're thinking.

12 A I don't see anything in here that the Court,
13 specifically, says is abuse of process.

14 Q Thank you.

15 And do you agree that the case brought that we are
16 here to discuss is a claim that there has been abuse of
17 process on my part, even though I think you're
18 corroborating -- or are you're corroborating then that
19 there's nothing in the order that says that.

20 THE COURT: All right. Mr. Wedlake, you cannot make
21 your closing argument in a question. You can ask her a
22 question. But this is not a time to argue to the jury.

23 BY MR. WEDLAKE:

24 Q All right. So this is Exhibit No. 27 and another
25 court order. Is there anything in this order that says or

1 shows in the perception of the witness that there -- this
2 is a matter of abuse of process?

3 A Again, I don't see anything that, specifically, uses
4 the word abuse of process. This was the Circuit Court
5 appeal from the case you filed in magistrate court. And
6 it states that that was an attempt to relitigate issues
7 that had already been decided in previous actions. And
8 the decision of the magistrate court was affirmed.

9 Q It does say no error of law or abuse of discretion.
10 Do you see that, please?

11 A I see that. But that was referring to --

12 Q Thank you.

13 A -- Judge Saunders, that she did not abuse -- that she
14 had no error of law and no abuse of discretion.

15 Q Do you agree then that for a claim in this case of
16 abuse by my part that this exhibit is kind of irrelevant?

17 A I don't have an answer for that. I don't know. It
18 doesn't seem to be irrelevant.

19 Q All right. So Exhibit No. 28, another court order
20 where this one is from the magistrate that we referred to.
21 Is there anything in this order that says that what I did
22 was abuse of court process?

23 A (There was no response.)

24 Q While you're thinking, I'll put up pages for the
25 benefit of the jury.

1 A I think it's collateral estoppel, which is trying to
2 relitigate the same things that you had previously
3 litigated. And then in this particular case is the one
4 where you, also, sued State Farm because they were going
5 to -- and they did provide legal support for the 2020
6 board.

7 So I think the fact that you -- this is my opinion.
8 But I think the fact that you sued State Farm to preclude
9 their coverage of the board, or tried to, and that this
10 was collateral estoppel of things you had already sued
11 for, even though it might not say, specifically. But I
12 feel like this sure looks like abuse of process.

13 Q Does this order say that anywhere?

14 A That it's abuse of process?

15 Q I think I just heard you say; is that correct, that
16 this was your opinion, that there was no factual evidence
17 involved inside this order?

18 A Inside this order that's true. But I, also, have a
19 copy of the court transcript for that case.

20 Q Was the court transcript entered into evidence?

21 A I believe it's, actually, in the documents that you
22 provided, the 1,200 documents -- 1,200 pages.

23 Q And is that before the Court in this case?

24 A I don't know. It was provided by you as part of your
25 designation of the matter for this case.

1 Q Has that been entered into evidence before this Court
2 in this case?

3 A I don't think so. I haven't seen all of the
4 exhibits.

5 Q And are you contending that asking for a designation
6 of matter to try to shorten this trial for the benefit of
7 the jury and everyone involved was abuse of process --

8 MS. O'BRIAN: Objection.

9 THE COURT: Yeah. Sustained.

10 BY MR. WEDLAKE:

11 Q So this is Exhibit No. 29 that Plaintiff's counsel
12 entered into evidence. Is there anything in this document
13 that you consider abuse of process that was done by me?

14 A This is a remitter from the appeals court saying you
15 needed to pay money.

16 Q Would you answer the question, please?

17 A No. I think this is just the order showing that it
18 was affirmed.

19 Q So, there again, this is standard court process from
20 your perspective; is that right?

21 A From my perspective.

22 Q This is Exhibit No. 31 that was entered into
23 evidence. Is there anything here that says there was any
24 abuse of process on my part?

25 A This was the appeals court affirming the lower court.

1 Q Would you answer the question, please?

2 A And it states, We find Wedlake's argument without
3 merit. And this has to do, also, with the remittitur. So
4 it does not -- other than that, it does not state,
5 specifically, that there was abuse.

6 Q Very good.

7 Thank you.

8 So this is Exhibit No. 32. Is there anything here in
9 your perspective that says anything here was abuse of
10 process on my part?

11 A Again, this is from the appeals court.

12 Q Would you answer the question, please?

13 A I'm answering, sir. I don't see, again, anything,
14 specifically, that says abuse.

15 Q Thank you.

16 A It just says that you failed to establish any genuine
17 issue of material fact to support your allegations that
18 respondents breached their fiduciary duty.

19 Q All right. And similarly, this is Exhibit No. 34.

20 A Okay.

21 Q Is there anything here that indicates abuse of court
22 process on my part?

23 A I'm -- this is just the list of --

24 Q Would you answer the question, please?

25 A I'm not sure how you can abuse my spreadsheet. I'm

1 not sure --

2 Q The question was, is there anything here that shows
3 or states abuse of court process on my part?

4 A This isn't a court document, so no.

5 Q Thank you.

6 And this is Exhibit No. 34. Is there anything here
7 that speaks to or shows any abuse of court process on my
8 part?

9 A Once again, this is a spreadsheet I put together of
10 the amount of assessments. This isn't an actual court
11 document. And I don't see that there can be any abuse of
12 anything on this.

13 Q Thank you.

14 Now, you testified that as a legal requirement --
15 rather, did you testify it was a legal requirement that
16 the board must be indemnified?

17 A Yes, I did.

18 Q And are you aware that there are requirements under
19 the law, which I will intend to present later as part of
20 my testimony? So you agree there are requirements under
21 the law to qualify for indemnification?

22 A That is true and we qualified.

23 Q And did you testify that it was my intent with
24 lawsuits to punish members of the association?

25 A I stated that that was my opinion.

1 Q So you do -- do you admit that you stated an
2 opinion?

3 A (There was no response.)

4 Q Do you admit you stated an opinion?

5 A That is my opinion, yes.

6 Q Is there any substantive evidence to support your
7 contention that what I was doing with lawsuits was
8 intending to punish members?

9 A I think the continued lawsuits -- I think I followed
10 you out of the Court one day when they ruled against you.
11 And I --

12 Q Would you answer the question, please?

13 THE COURT: She was answering the question. You can
14 let her answer it.

15 THE WITNESS: And as we walked down the hallway, you
16 looked back and said, Just more lawsuits, fellas.

17 BY MR. WEDLAKE:

18 Q And did you believe that to be abuse of court
19 process?

20 A I did. I do.

21 Q I believe -- did you testify that everything I've
22 done was hate filled?

23 A I did not say everything you had done was hate
24 filled. I said I have read through many, many letters and
25 stacks of letters. And I was always shocked at the level

1 of hatefulness in those letters, whether they were
2 addressing prior board members or the neighborhood.

3 Q And do you admit that, as we've discussed through
4 several of these documents, those letters were
5 informational to members?

6 A That's your story.

7 Q The question was, do you admit that those letters
8 were informational to members?

9 A Oh, I think they were information.

10 Q Thank you.

11 You, also -- did you testify that members moved out
12 because of things that were done by me?

13 A Yes.

14 Q And do you have any evidence from any member that
15 moved out that conveyed that to you?

16 A Yes.

17 Q Do you have any written evidence or, otherwise,
18 documented evidence that conveyed such sentiment to you
19 from any member?

20 A In writing, no. But I have -- one of those members
21 is here.

22 MR. WEDLAKE: All right. I think I have no further
23 cross-examination, Your Honor.

24 THE COURT: All right. Redirect?

25 MS. O'BRIAN: Yes, Your Honor.

REDIRECT EXAMINATION

BY MS. O'BRIAN:

Q Good morning, Ms. Craigo.

A Good morning.

Q Mr. Wedlake went through a lot of the court documents that were entered into evidence in this case. And you testified that, for example, a summons is a standard court document; is that right?

A Yes.

Q Does that mean that it's been filed for a proper purpose?

A I don't think so necessarily.

Q So just the fact that it's a standard court document, does that mean it's a proper filing?

A No, it's not. That's my understanding.

Q Was the question of abuse of process put before these other courts to decide?

A No.

Q You talked about --

A I do recall, though, that during one particular court session, I think that there was some discussion of that, that that would show in the transcript because it didn't show on the orders.

Q Was an abuse of process claim against Mr. Wedlake presented in any of these other cases, to the best of your knowledge?

1 A To my knowledge, no.

2 Q Mr. Wedlake talked about some of the exhibits and how
3 in them he had demanded various meetings with the board.
4 Do you recall that?

5 A I do.

6 Q Did -- from your experience, as the board president
7 and being married to a board member, did Mr. Wedlake ever
8 give the board members a meaningful choice in what they
9 could do?

10 A No.

11 Q And why do you say that?

12 A Usually, in the letters, it would include, like,
13 documents he had prepared, you know, maybe preliminary
14 agreements of yes or no, you agree to this, you agree to
15 that wanting to -- one case in particular that stands out
16 was when I became the board president in 2020, he was
17 pushing the board, me particular, to negotiate, I think,
18 on case 269, which was filed against five individual board
19 members.

20 We didn't -- the board was not named as a party on
21 that. And we did not have any legal right to insert
22 ourselves into their case at that time.

23 MR. WEDLAKE: Objection, Your Honor. Nonfactual
24 testimony, which is false as can be shown in exhibits I
25 will show later.

1 THE COURT: All right. I mean, I think it's a proper
2 question. And I'll let her answer it.

3 So overruled.

4 THE WITNESS: I have the documents.

5 BY MS. O'BRIAN:

6 Q Can you continue? You were telling us about this
7 case and that he was trying to get the board to negotiate
8 what exactly?

9 A He -- he wanted to negotiate kind of at the end of
10 the case. That these people -- that these five gentlemen
11 were out money because they had to pay for their own legal
12 representation. I think maybe -- my opinion is that he
13 probably wanted to try to end that. But in order to end
14 that, he wanted them to just say they would pay for their
15 fees.

16 But he wanted the board to engage. Because, you
17 know, we were the board and we're now the rulers of the
18 neighborhood, or whatever. But we did not have a legal
19 right to inject ourselves into that case or any of the
20 others that were already with the courts, you know. He
21 would have to do that because he was the Plaintiff.

22 Q If Mr. Wedlake hadn't brought any of these lawsuits,
23 would any of these legal bills that you're talking about
24 exist?

25 A No.

1 MS. O'BRIAN: Thank you.

2 I have no further questions, Your Honor.

3 THE COURT: Thank you, Ms. Craigo.

4 You may step down.

5 THE WITNESS: Thank you.

6 THE COURT: All right. Call your next witness.

7 Is everybody okay over here, the jury?

8 (WHEREUPON, the jurors indicated in the affirmative.)

9 MS. O'BRIAN: Your Honor, the Plaintiff calls Beverly
10 Taylor.

11 THE COURT: All right. Ms. Taylor, if you'll come
12 forward and be sworn.

13 THE CLERK: Place your left hand on the Bible and
14 raise your right hand.

15 Left hand on the Bible, other way.

16 WHEREUPON,

17 BEVERLY TAYLOR,

18 after first having been duly sworn, testified as follows:

19 THE CLERK: State your name, please.

20 THE WITNESS: Beverly Taylor.

21 THE CLERK: Thank you.

22 Please be seated.

23 DIRECT EXAMINATION

24 BY MS. O'BRIAN:

25 Q Good morning, Ms. Taylor.

1 A Good morning.

2 Q Do you live in the Woodington subdivision?

3 A I do.

4 Q And what's your address there?

5 A 301 Woodington Drive.

6 Q Is that in Greenville County?

7 A Yes.

8 Q And how long have you lived there?

9 A About 29 years.

10 Q Have you been an HOA member in good standing
11 throughout that time period?

12 A Yes.

13 Q Are you aware of Mr. Wedlake and the lawsuits that
14 he's filed against the HOA, its board, and its members?

15 A Yes, I am.

16 MR. WEDLAKE: Objection, Your Honor. No lawsuits
17 were ever filed against HOA members.

18 MS. O'BRIAN: I can clarify, Your Honor.

19 THE COURT: Yes.

20 BY MS. O'BRIAN:

21 Q Ms. Taylor, to the best of your knowledge, the board
22 members for the Woodington HOA, are they members of the
23 HOA as well?

24 A I believe they are.

25 Q Are all homeowners within the neighborhood members of

1 the HOA?

2 A Yes.

3 Q And are you aware that -- you testified that you're
4 aware of lawsuits that Mr. Wedlake brought against various
5 board members?

6 A I am.

7 Q I'm going to show you -- I'll point you to what has
8 already been marked and entered into evidence as
9 Plaintiff's Exhibit No. 12. Do you see that this letter
10 was addressed to WHOA members?

11 A Yes.

12 Q And this was in September of 2019; is that right?

13 A That's right.

14 Q Did you receive a copy of this letter from
15 Mr. Wedlake?

16 A Yes, I did.

17 Q Okay. Based on this letter, what did you understand
18 as a homeowner was your legal obligation?

19 A I wasn't sure what my legal obligation was. I was
20 just relying on the board -- the HOA board to handle it
21 and advise me.

22 Q Did Mr. Wedlake assert in that letter that you were
23 obligated to respond to his questions or to, otherwise, be
24 deposed by him?

25 Take your time. I know it's been a little while ago.

1 A He says, I request you return your signed statement.

2 Q Does he then note that, otherwise, he will have to
3 subpoena you?

4 A Yes. I see that.

5 Q Did you ever receive a subpoena from Mr. Wedlake?

6 A Did I receive a subpoena? I don't believe so.

7 Q Okay. To the best of your knowledge, were
8 Mr. Wedlake's claims against the HOA or board supported by
9 other members in your neighborhood?

10 A I'm sorry. What was the question?

11 Q That's all right. To the best of your knowledge,
12 were -- Mr. Wedlake's actions and lawsuits he filed, were
13 those supported by other members, other neighbors?

14 A No.

15 Q And have you paid any assessments related to the
16 cases brought by Mr. Wedlake?

17 A Yes.

18 Q How much have you paid to date?

19 A I know it was over 500, around \$600, somewhere around
20 in there.

21 Q Does 658 sound correct to you?

22 A Yeah. That sounds probably right.

23 Q And were you named in any of those lawsuits by
24 Mr. Wedlake?

25 A I don't recall.

1 MS. O'BRIAN: Okay. Thank you.

2 I don't have any further questions for this witness.

3 THE COURT: All right. Cross-examination.

4 MR. WEDLAKE: Again, procedurally, Your Honor, I can
5 call this witness again later as part of my testimony; is
6 that correct?

7 THE COURT: If you have her under subpoena, you can.
8 Do you have any questions of her now?

9 MR. WEDLAKE: Well, I guess I wasn't aware I was
10 required to --

11 THE COURT: Do you have any questions of this
12 witness?

13 MR. WEDLAKE: Well, I'm trying to make sure that I
14 can ask her questions at some other time that are not
15 exactly related to cross-examination of what was just done
16 here.

17 THE COURT: As I told you earlier, I can't advise you
18 on the rules, you know. That's up to you to determine
19 what the rules of court are. So if you have any questions
20 of this witness relating to cross-examination, then you
21 need to proceed.

22 MR. WEDLAKE: Not at this time. But I would like to
23 reserve the right to recall this witness later.

24 THE COURT: All right. You may step down.

25 THE WITNESS: Thank you.

1 THE COURT: Yes. Call your next witness.

2 MS. O'BRIAN: The Plaintiffs call Ada Alvarez.

3 THE COURT: All right.

4 THE CLERK: Place your left hand on the Bible and
5 raise your right hand.

6 WHEREUPON,

7 ADA ALVAREZ,

8 after first having been duly sworn, testified as follows:

9 THE CLERK: State your name, please.

10 THE WITNESS: Ada Alvarez.

11 THE CLERK: Thank you.

12 Please be seated.

13 DIRECT EXAMINATION

14 BY MS. O'BRIAN:

15 Q Good morning, Ms. Alvarez.

16 A Good morning.

17 Q Do you live in the Woodington neighborhood?

18 A Yes, I do.

19 Q What's your address?

20 A 6 Southfield Drive.

21 Q And how long have you lived there?

22 A 32 years.

23 Q And that's in Greenville County; correct?

24 A Yes, ma'am.

25 Q Okay. Are you a member of the HOA for Woodington?

1 A Yes, ma'am.

2 Q Have you been a member in good standing of that HOA?

3 A Yes, ma'am.

4 Q Are you aware of Mr. Wedlake and the lawsuits that
5 he's filed against various members of the board of
6 directors for the HOA?

7 A Yes, I am.

8 Q And I want to direct your attention to that same
9 letter that we just talked about with Ms. Taylor, Exhibit
10 No. 12. Did you receive a copy of this letter from
11 Mr. Wedlake in September of 2019?

12 A Yes, I did.

13 Q Based on this letter, what did you understand your
14 legal obligations were?

15 A I figured it was a legal statement, that I had to go
16 down and give a disposition.

17 Q A deposition?

18 A Deposition. Sorry.

19 Q That's okay.

20 A I'm not too familiar with these law terms.

21 Q Not a problem. Did you ever receive a subpoena for a
22 deposition from Mr. Wedlake?

23 A I do not remember.

24 Q Okay. Did you have to go down to -- you mentioned
25 going down to the library to give a deposition?

1 A Yes, Five Forks.

2 Q Okay. Did Mr. Wedlake ever inform you that those
3 subpoenas had been quashed by the Court?

4 A No, ma'am.

5 MR. WEDLAKE: Objection, Your Honor. I think she's
6 mixing -- intermixing other stuff that's not factual to
7 this instance.

8 THE COURT: Are you objecting to the question?

9 MR. WEDLAKE: It --

10 THE COURT: You can object to the question. But you
11 can't object to what her statement is.

12 MR. WEDLAKE: The question --

13 THE COURT: You can put any -- if you have additional
14 evidence, you can put that in your case. You can object
15 to the question. But you cannot object to what she
16 states.

17 MR. WEDLAKE: Yeah. So the objection to the question
18 is irrelevant and, consequently, inadmissible.

19 THE COURT: Okay. Overruled.

20 You may proceed.

21 BY MS. O'BRIAN:

22 Q So Mr. Wedlake never informed you of whether the
23 subpoena to get you to come and give your deposition had
24 been quashed by the Court?

25 A No, ma'am.

1 Q To the best of your knowledge, were Mr. Wedlake's
2 claims against the HOA board members and individuals
3 supported by other people in the neighborhood?

4 A Absolutely not.

5 Q And have you personally had to pay assessments
6 related to the cases brought by Mr. Wedlake?

7 A Yes, ma'am.

8 Q How much have you paid?

9 A It was like \$700, around that amount.

10 Q Does 658 sound about right to you?

11 A Yeah.

12 Q Okay. Now, you are a class representative in this
13 case; is that right?

14 A Yes, ma'am.

15 Q Okay. And we had a fee arrangement in this case; is
16 that correct?

17 A Yes, ma'am.

18 Q What's that arrangement?

19 A It would be costs plus 30 percent of the recovery.

20 Q Okay. Are there any other options for attorneys
21 fees?

22 A Just \$51,000 would be fees.

23 Q If the jury, specifically, awards fees, does that
24 cover our entire bill, per our arrangement?

25 A I don't --

1 Q Did you understand my question? I'm sorry. If the
2 jury awards fees in this case, does that cover anything
3 and everything that we are owed in this case?

4 A Yes, ma'am.

5 Q If you don't -- if the Plaintiffs don't recover in
6 this case, do you owe us anything?

7 A No, ma'am.

8 Q And what are the costs that have been incurred in
9 this lawsuit to date?

10 A Could you clarify that, please?

11 Q Sure. The costs or expenses for a mediator in this
12 case, for court filing fees, do you know what those
13 amounts are?

14 A The fees are about 52,000.

15 Q Okay.

16 A And it would be about 12,000 for our costs.

17 Q Is it 12,000 or was it 1,200?

18 A 1,200. I'm sorry.

19 Q Okay. And so are you seeking -- on behalf of the
20 class, are you seeking recovery of those in this action as
21 well?

22 A I'm sorry. I have a little trouble hearing.

23 Q That's okay. I'll be a little bit louder.

24 A Okay.

25 Q On behalf of the class, are you seeking recovery of

1 those fees and expenses in this action as well?

2 A Yes.

3 Q Ms. Alvarez, why did you bring this lawsuit or agree
4 to be part of this class action as a representative?

5 A It wasn't because I wanted to, because this is not my
6 thing. But Mr. Wedlake had made it so difficult in our
7 community. And we have a wonderful community that -- we
8 had to stop all these unfounded lawsuits.

9 Every time we would get a board in and they're
10 willing to volunteer their time and they're willing to let
11 us use their expertise for nothing, then he turns around
12 and sues them because he's not getting something that he
13 wants. And it was just -- it was making it impossible to
14 live in the neighborhood. Because the neighbors were
15 getting to the point that you didn't know who you could
16 really talk to for fear you're going to be the next one
17 that's sued.

18 MS. O'BRIAN: Thank you, Ms. Alvarez.

19 I don't have any further questions at this time.

20 THE COURT: Cross-examination.

21 CROSS EXAMINATION

22 BY MR. WEDLAKE:

23 Q All right. So this is Exhibit No. 12, again, that
24 was just referred to. And the question was about -- that
25 I recall -- so question to the witness, do you recall the

1 question that I said I was going to subpoena you based on
2 this exhibit?

3 A I'm sorry, sir, but I did not hear you.

4 Q Do you recall in your testimony that you said -- that
5 you affirmed that I was going to subpoena you relative to
6 what is in this letter here?

7 A Yes.

8 Q All right. So let's look at the factual nature of
9 what's here.

10 MS. O'BRIAN: Objection to the commentary on the
11 evidence.

12 THE COURT: Go ahead and ask a question.

13 BY MR. WEDLAKE:

14 Q Do you see in paragraph one, two, three that I quoted
15 what Judge Kinlaw said -- blah, blah, blah, blah -- which
16 would include taking of any depositions?

17 A (There was no response.)

18 Q It's right here.

19 A What was the question?

20 Q Do you see in this paragraph where it says, As stated
21 by Judge Kinlaw -- that he encouraged both sides to engage
22 in meaningful discovery going forward, which would include
23 the taking of any depositions where I'm pointing to right
24 here?

25 A Yes, sir.

1 Q And do you, also, see in this paragraph where I
2 said -- requested for you to return a signed statement so
3 that having to schedule many depositions and to take your
4 deposition can be avoided?

5 A (There was no response.)

6 Q Right here.

7 A I see it.

8 Q Thank you.

9 And did you just testify that you made a fee
10 arrangement with counsel?

11 A Yes.

12 Q And is it true that you sought to form this
13 attorney-client relationship to prosecute your case?

14 A I don't quite understand your question.

15 Q Did you approach the law firm to seek to form an
16 attorney-client relationship to prosecute your case as a
17 representative of this class?

18 MS. O'BRIAN: Objection, Your Honor, as to
19 attorney-client privilege and, also, irrelevant.

20 THE COURT: Right. Sustained.

21 MR. WEDLAKE: The nature of this question is, Your
22 Honor --

23 THE COURT: I know the nature. I sustained her
24 objection.

25 MR. WEDLAKE: Let me state for the record then

1 that it's completely relevant --

2 MS. O'BRIAN: Objection, Your Honor. There shouldn't
3 be --

4 THE COURT: I sustained the objection. And you can
5 move on.

6 BY MR. WEDLAKE:

7 Q Can you produce evidence showing that you formed an
8 attorney-client relationship with this law firm?

9 MS. O'BRIAN: Again, Your Honor, this goes to the
10 same thing. If this is something we need to --

11 THE COURT: Yeah. I'm sustaining your objection.
12 And this is not appropriate questions.

13 BY MR. WEDLAKE:

14 Q As a representative of the class, is it true that you
15 simply got on the class bandwagon -- or that you sought to
16 bring this lawsuit of your own volition?

17 A I wanted this class action suit to try --

18 Q Did you answer --

19 A -- to help our community.

20 Q So you've answered affirmatively, yes, that you
21 wanted to bring this lawsuit; is that correct?

22 A Yes.

23 Q Is it true that various statements have been made
24 that none of the members supported lawsuits and actions?

25 A Members of the community?

1 Q Woodington Homeowner Association members.

2 A They were definitely in favor of it.

3 Q So you are stating from the witness box that you
4 think members were in favor of lawsuits and litigation?

5 A They were in favor of this one particular lawsuit
6 because it was necessary for our community, to protect it.

7 Q Is it true that you were influenced to bring this
8 case?

9 A No.

10 Q Did the board influence you relative to this case in
11 any way?

12 A No.

13 Q Did the board's counsel influence you to bring this
14 case in any way?

15 MS. O'BRIAN: Your Honor, this has been asked and
16 answered.

17 THE COURT: Yeah. That's attorney-client. So
18 sustained.

19 BY MR. WEDLAKE:

20 Q Had you served on the board at any time before
21 bringing this case?

22 A No, sir.

23 Q Were you involved with any previous lawsuits?

24 A No, sir.

25 Q Are you aware that my suits were brought against the

1 board?

2 A Yes, sir.

3 Q Are you aware that my suits sought a mere one dollar
4 or zero dollars in damages?

5 A I did not know the full details because at that time,
6 I was going through a lot of tragedy in my family. My
7 husband has passed away. I've been diagnosed with
8 incurable cancer. I've had two major surgeries. I've
9 lost my niece and my nephew to cancer. And I lost my
10 brother-in-law. So I haven't dwelled on the minute
11 details.

12 Q I'm very sorry for your personal situation.

13 So are you answering you're not aware that my case
14 sought a mere one dollar or zero dollars in damages?

15 A I think I have heard that somewhere along the line,
16 but I don't remember any details. And just filing the
17 lawsuits is harassment.

18 Q If filing a lawsuit is harassment, how is your case
19 different than harassment against me?

20 A Because you have been doing one lawsuit right after
21 the other against very innocent people in our
22 neighborhood. We have this lawsuit because it's time for
23 you to stop this --

24 Q Any lawsuits --

25 A Just because you may have money --

1 THE COURT: Let her finish.

2 THE WITNESS: Just because you have money and can
3 afford this, one lawsuit after the other, and most of us
4 are living on our social security. You shouldn't be
5 allowed to continue harassing people like this.

6 BY MR. WEDLAKE:

7 Q So is it your opinion it's okay for you to harass me
8 with your lawsuit, but it is not okay for me to "harass"
9 others --

10 MS. O'BRIAN: Objection, Your Honor. She never
11 testified to that. It's argument.

12 THE COURT: All right. Sustained.

13 BY MR. WEDLAKE:

14 Q Is it true that a possibility of one dollar that I
15 claim in my lawsuits caused you emotional distress?

16 A The numerous lawsuits that you were filing was
17 causing emotional distress to a lot of people, regardless
18 of the amount that you were asking for.

19 Q Is it true that you think it's contrasted against
20 nominal damages, one dollar or zero dollars, that the
21 class can justify seeking an award of more than 100 times
22 larger?

23 A You have created a situation where a lot of people
24 have had to pay out thousands of dollars.

25 Q Is it true that the numbers that you quoted were tens

1 of thousands of dollars in your testimony?

2 A Excuse me?

3 Q Is it true that you quoted figures that are in the
4 tens of thousands of dollars in your testimony?

5 A Yes.

6 Q So I'd like to get an answer to the previous
7 question. Do you think as contrasted against one dollar
8 or zero dollars that I brought in my lawsuits that the
9 class can justify seeking an award more than 100 times
10 larger?

11 A Yes, to try to pay some of these legal fees.

12 Q Were you a party in any suits brought against the
13 board?

14 A No.

15 Q Can you define the number of class members?

16 A Do you want to know the names of the people that were
17 sued? Is that what you're asking?

18 Q The question was, can you define the number of class
19 members?

20 A I don't quite understand what you're asking.

21 Q I am asking, can you define the number of class
22 members?

23 A No.

24 Q Can you name the members of your class?

25 MS. O'BRIAN: Objection, Your Honor. I'm not sure

1 what the relevance is as to whether she can --

2 THE COURT: What's the relevance? This has already
3 been certified by the Court as a class action. So that's
4 not relevant to this lawsuit.

5 MR. WEDLAKE: I believe it is, Your Honor.

6 THE COURT: I just ruled it wasn't.

7 MR. WEDLAKE: I object on the record to that
8 position.

9 THE COURT: All right.

10 BY MR. WEDLAKE:

11 Q Did you attend special or other private meetings to
12 discuss with the class what all of you wanted?

13 A No. Like I said, I've been so involved in the
14 tragedies in my family that I have not seen --

15 Q I'm sorry for your personal situation.

16 A -- them.

17 Q Can you name a topic or topics that are common
18 desires of all class members?

19 MS. O'BRIAN: Objection, Your Honor. Again --

20 THE COURT: This goes to the certification of the
21 class, which was already addressed by a previous order of
22 the Court. And that is not an issue in this lawsuit at
23 this point.

24 MR. WEDLAKE: There again, Your Honor, I object. I
25 think it's completely relevant to prove that this witness

1 is qualified to make the statements that she has made.

2 THE COURT: Okay. Well, proceed on with your
3 questions. I've ruled as far as the class certification
4 and information there has already been addressed.

5 BY MR. WEDLAKE:

6 Q Did you receive contacts from the board relative to
7 your class action case?

8 A A couple of them, yes.

9 Q Did any board contacts influence your thoughts and/or
10 actions?

11 MS. O'BRIAN: Your Honor, we've already gone through
12 this. She's testified she wasn't influenced. This was of
13 her own volition.

14 THE COURT: I'll let her go ahead and answer that.

15 MS. O'BRIAN: Okay.

16 THE WITNESS: What was the question again?

17 BY MR. WEDLAKE:

18 Q Did any board contacts influence your thoughts and/or
19 actions?

20 A Absolutely not.

21 Q Did you receive letters from me? And I believe you
22 testified that, yes, you did.

23 A Yes.

24 Q Did any of my contacts influence your thoughts and/or
25 actions?

1 A Yes.

2 Q So is it true then for you that contacts tampered
3 with your thoughts, feelings, and perspectives?

4 A I couldn't really answer that.

5 Q Did you receive any invoices from me?

6 A Did I receive any invoices from you?

7 Q That was the question.

8 A No.

9 Q Thank you.

10 A No, sir.

11 Q Do you acknowledge that invoices causing damage to
12 the class came from the board?

13 A Repeat that question, please.

14 Q Do you acknowledge that invoices causing damage to
15 the class came from the board?

16 A No.

17 Q I believe you just testified that you did not receive
18 any invoices from me; is that correct?

19 A That is correct.

20 Q So you had testified you paid \$658, which caused you
21 damage. But those -- that invoice for that amount did not
22 come from me; is that correct?

23 A That is correct.

24 Q Did I request that you make any payments to me?

25 A No, sir.

1 Q Do you understand that the board is an independent
2 third party?

3 A Not really. I'm not into all those legal
4 definitions.

5 Q Do you understand that I have no control over the
6 board?

7 A But you try to.

8 Q Do you think I can and should be held responsible for
9 actions of a third party over whom I had no control?

10 A Do you want to repeat that question, please?

11 Q Do you think that I can be held responsible for
12 actions of a third party over whom I had no control?

13 A It depends on how you're affecting the members of the
14 board.

15 Q Would you answer "yes" or "no" to my question? Do
16 you think I can be held --

17 MS. O'BRIAN: Your Honor, she's answered the
18 question.

19 THE COURT: She's answered the question.

20 MR. WEDLAKE: Okay.

21 BY MR. WEDLAKE:

22 Q Did the board inform you that \$300 per household was
23 paid on your behalf from WHOA funds?

24 A I did not get into those details. I had too many
25 things going on.

1 Q The question was, did the board inform you that that
2 was being done?

3 MS. O'BRIAN: Objection, Your Honor. Again, she's
4 already provided an answer.

5 THE COURT: She answered that.

6 BY MR. WEDLAKE:

7 Q Do you think that this \$19,800 project by the board
8 exceeded the bylaws limit of \$1,500?

9 MR. WEDLAKE: And just for reference, Your Honor, 300
10 by 66, the number of voting numbers in the neighborhood,
11 is \$19,800.

12 THE WITNESS: I haven't been involved in that.

13 BY MR. WEDLAKE:

14 Q Did the board ask you, as a member, for approval to
15 exceed the \$1,500 limit?

16 A I don't remember the details back then as to what was
17 said. Like I said, I had more important things going on.

18 Q Did you elect to pay more than the amounts the board
19 assessed members?

20 A Was I willing to pay more than what the board --

21 Q Did you elect to pay more than the amounts the board
22 assessed members?

23 A No. I didn't elect to do anything.

24 Q I believe you testified that you paid \$658; is that
25 correct?

1 A That would have been the amount that everybody else
2 paid.

3 Q And is it correct that that is the amount the board
4 assessed members?

5 A Yes.

6 THE COURT: Mr. Wedlake, is this a good place to
7 stop? We need to stop right at 11:00. I don't want to
8 cut you off.

9 MR. WEDLAKE: All right. I will make note that this
10 witness -- I'm not quite done.

11 THE COURT: I know. And that's what I'm saying. I'm
12 not cutting you off. And I'll let you complete --

13 MR. WEDLAKE: Mark where we are then.

14 THE COURT: We're going to take a short break. Don't
15 discuss the case. And we'll get back out in 15 or
16 20 minutes.

17 (WHEREUPON, the jury was excused from open court at
18 approximately 11:08 a.m.)

19 THE COURT: You can stay seated for now.

20 THE WITNESS: Yes, sir.

21 THE COURT: All right. Ms. Alvarez, your -- since
22 you've already started testifying, you cannot discuss your
23 testimony with anyone, the attorneys, or anyone.

24 THE WITNESS: Yes, sir.

25 THE COURT: All right. You can step down.

1 (WHEREUPON, a break was taken.)

2 THE COURT: All right. Ms. Alvarez, if you'll come
3 back to the witness stand.

4 Is the Plaintiff ready?

5 MS. O'BRIAN: Yes, Your Honor.

6 THE COURT: Is the Defense ready?

7 MR. WEDLAKE: Yes, Your Honor.

8 THE COURT: Just for planning purposes, how much
9 longer do you think you'll be on this witness?

10 MR. WEDLAKE: 10 minutes.

11 THE COURT: Okay.

12 MR. WEDLAKE: I think I marked the place to resume.
13 Although, initially, I marked it wrong. But I think I've
14 got it right now.

15 THE COURT: All right. Well, bring the jury in.

16 (WHEREUPON, the jury came into open court at
17 approximately 11:34 a.m.)

18 THE COURT: All right. Mr. Wedlake, you may resume
19 your cross-examination.

20 BY MR. WEDLAKE:

21 Q Is it true, at times, when lawsuits were brought that
22 no dispute resolution process existed?

23 A There was no resolution?

24 Q The question is, is it true, at times, when lawsuits
25 were brought that no dispute resolution process existed?

1 A I don't know.

2 Q Can you point to any lawsuit that I brought after the
3 board amended the bylaws to provide a dispute resolution
4 process?

5 A Again, like I say, I didn't get that involved in the
6 paperwork. I couldn't give you an answer to that.

7 Q Did that process specify binding arbitration?

8 A If I remember correctly, there was a binding
9 arbitration we went to.

10 MR. WEDLAKE: Let the record show, Your Honor, she's
11 referring to a mediation.

12 MS. O'BRIAN: Objection, Your Honor.

13 THE COURT: Right. She can answer, but you can't say
14 what she was talking about. It would be you testifying.

15 BY MR. WEDLAKE:

16 Q Would you agree that you were confused in your
17 statement that that was a mediation session that you spoke
18 about?

19 A That's possible, yes, sir.

20 Q Were you aware that I gave the board every
21 opportunity to avoid lawsuits asking them to meet to
22 resolve disputes?

23 A No.

24 Q Were you aware that the board's attitude was they
25 would not meet with me to resolve disputes?

1 A That wasn't true.

2 Q Do you have evidence to support your negative answer?

3 A Sure.

4 Q Would you care to cite that evidence, or can you cite
5 that evidence?

6 MS. O'BRIAN: Your Honor, again, I mean, her
7 testimony is what -- I don't know what he's referring to.

8 THE COURT: If she has some basis, she can respond.
9 I'll let her respond.

10 MS. O'BRIAN: Okay.

11 MR. WEDLAKE: Judge, did I just hear you ask her to
12 respond to the question?

13 THE COURT: Yes. You may want to ask it again.

14 MR. WEDLAKE: Ask it again.

15 BY MR. WEDLAKE:

16 Q Were you aware that the board's attitude was they
17 would not meet with me to resolve disputes?

18 A I was under the impression that between e-mail, text,
19 and personal appearances that they were trying to work
20 with you, but you were not cooperating.

21 Q Can you cite any specifics in what you just said that
22 shows that to be true?

23 A No. I'd have to review all the paperwork that I've
24 got at home. The members of the community and members of
25 the board can back me up on that.

1 Q Were you aware that the board's attitude was go
2 ahead, we dare you to take us to court?

3 A Well, you were going to do what you were going to do,
4 so I don't think it would make any difference what they
5 said.

6 Q Is it true then that your answer is you were not
7 aware?

8 A No.

9 Q In the mediation session that you referred to, the
10 board sought \$150,000 --

11 MS. O'BRIAN: Objection, Your Honor.

12 THE COURT: Yes. Sustained.

13 And that will be stricken from the record.

14 BY MR. WEDLAKE:

15 Q Did you contact me with regard to class desires?

16 A I don't understand that question.

17 THE COURT: I think we're going to have to bring
18 up -- talk about some stuff outside the jury.

19 Ladies and gentlemen, I'm going to ask that you step
20 out. Don't discuss the case. We'll bring you back in
21 just a few minutes.

22 (WHEREUPON, the jury was excused from open court at
23 approximately 11:41 a.m.)

24 THE COURT: All right. The reason I broke then is
25 you're getting into a lot of areas or discussions about

1 settlement resolutions, which are entirely inadmissible
2 under the rules of evidence. You can't go there. You
3 cannot hint to that, anything like that, any offers made,
4 any settlement discussions about this lawsuit, or anything
5 like that.

6 That's -- one of your questions went there and that
7 was the basis of her objection. And it sounded like you
8 were getting back into that with some of your other
9 questions. I wanted to make sure that you were clear that
10 that is inadmissible evidence.

11 MR. WEDLAKE: Well, the last two questions -- or the
12 one I asked, did they even inform you that they were going
13 to bring this lawsuit --

14 THE COURT: Well, you, actually, discussed your
15 mediation and \$150,000 demand.

16 MR. WEDLAKE: Yes. And that was stricken.

17 THE COURT: Right. I just wanted to make sure you
18 were clear that you can't get into any settlement
19 discussions. You can't hint that mediation did not go
20 well, or who's favor it ended up in, or anything like
21 that. You cannot get into any settlement discussions
22 whatsoever.

23 MR. WEDLAKE: The last two questions I had, Your
24 Honor, was did you contact me with regard to class
25 desires? And did you make any attempt to minimize damages

1 that you felt -- or were imposed upon you by the board?
2 Are those allowable?

3 THE COURT: That would be to minimize -- again, when
4 you asked for class desires, the way it came across after
5 your previous question, it sounded like you were asking
6 for any settlement demands.

7 MR. WEDLAKE: No. This is -- again, they just kind
8 of sprung this lawsuit on me where nobody gave me any
9 chance to respond or to meet with people to satisfy their
10 desires. But those are the last two questions, if they're
11 allowable. And then I will be done.

12 THE COURT: All right. I think -- about the
13 minimizing damages, I think that's appropriate, so.

14 MR. WEDLAKE: So those last two, I can ask when the
15 jury --

16 THE COURT: The first part of that is what?

17 MR. WEDLAKE: Did you contact me with regard to class
18 desires? See, I had no knowledge of anything the class
19 wanted. They just brought this lawsuit.

20 THE COURT: I think ask it in a different way, maybe.

21 MS. O'BRIAN: If he asked if they notified before
22 filing of the lawsuit. I know he mentioned that earlier.

23 I don't have an objection to whether you were
24 notified before they were -- before it was filed.

25 THE COURT: Just the second part -- the first part,

1 maybe, just rephrase that.

2 MR. WEDLAKE: So did you notify me with regard to
3 class desires before filing the lawsuit?

4 THE COURT: I don't -- that's...

5 MS. O'BRIAN: My objection, Your Honor, is it would
6 be to the class desires. Again, that's going to the --
7 what was discussed during -- I mean, did they notify him
8 before filing the lawsuit? Or have any discussions with
9 him prior to filing the lawsuit? I mean, the -- it's that
10 desires piece I think as to what we've been talking about.

11 THE COURT: I think what you're trying to get at is
12 nobody ever contacted you. There were no discussions
13 prior to the lawsuit.

14 MR. WEDLAKE: Yeah.

15 THE COURT: And I don't have a problem with that.
16 Again, I don't want it to be -- well, they didn't contact
17 you. Then I guess there's no settlement demand. I'm okay
18 with that.

19 MS. O'BRIAN: Okay. Thank you, Your Honor.

20 MR. WEDLAKE: I changed it to notify me with regard
21 to class desires before filing the lawsuit.

22 THE COURT: Okay. I'm fine with that.

23 MR. WEDLAKE: And then the final question you said
24 was allowable?

25 THE COURT: Yeah, the minimizing damages.

1 I just wanted to make sure we were clear.

2 So bring the jury in, if they're ready.

3 (WHEREUPON, the jury came into open court at
4 approximately 11:46 a.m.)

5 THE COURT: All right. Mr. Wedlake, you may proceed.

6 BY MR. WEDLAKE:

7 Q Did you notify me with regard to class desires before
8 filing your lawsuit?

9 A No.

10 Q Did you make any attempt to minimize damages that you
11 suffered or that were imposed upon you by the board?

12 A It wouldn't have been their responsibility to
13 minimize the damage and expenses that you were creating.

14 Q The question was, did you make any attempt to
15 minimize damages that you suffered or that were imposed
16 upon you by the board?

17 A No.

18 MR. WEDLAKE: Thank you.

19 That's all the questions I have, Your Honor.

20 THE COURT: All right. Redirect?

21 MS. O'BRIAN: Just briefly, Your Honor.

22 REDIRECT EXAMINATION

23 BY MS. O'BRIAN:

24 Q Mr. Wedlake just asked about damages imposed on you
25 by the board. In your view, has the board imposed any

1 damages upon you?

2 A No. No, they haven't.

3 Q To your understanding, why have you had to pay \$658?

4 A To help pay for legal fees for the board members to
5 defend themselves against Mr. Wedlake, who continuously
6 brings up lawsuits that are unnecessary.

7 MS. O'BRIAN: Thank you.

8 I have no further questions for this witness, Your
9 Honor.

10 THE COURT: All right. You may step down.

11 All right. You may call your next witness.

12 MS. O'BRIAN: The Plaintiffs rest, Your Honor.

13 THE COURT: All right. It's 15 until 12:00.

14 Ladies and gentlemen, there are some things at this
15 point we'll have to go over with the parties. And I'm
16 going to give y'all an extended lunch because that's what
17 we're going to have to do just because of the nature of
18 the things we have to do.

19 So I'm going to have y'all come back at 2:30. So be
20 back in your jury room at 2:30. And then at that time,
21 we'll proceed with the case.

22 The Plaintiff has rested, which means that's the
23 extent of the evidence they plan to present in their case
24 in chief. And now, we'll come back and the Defendant will
25 have the opportunity to present evidence at that point.

So don't discuss the case. My four rules, don't discuss the case. Don't do any type of research. Do not pay any attention to any media coverage. And if anybody should contact you, other than somebody from the clerk's office, then, please, let the bailiffs know.

Otherwise, I'll see you back at 2:30.

(WHEREUPON, the jury was excused from open court at approximately 11:50 a.m.)

THE COURT: All right. Anything from the Plaintiff at this point?

MS. O'BRIAN: No, Your Honor.

THE COURT: All right. Anything from the Defendant?

MOTIONS

MR. WEDLAKE: I would like to propose motions before we resume with the jury, Your Honor.

THE COURT: That's what this purpose is for right now. I'll be glad to hear from you.

MR. WEDLAKE: So the Plaintiffs have rested their case. I would like to move for a directed verdict, which may be interpreted as an involuntary nonsuit based on the fact that there is no really pertinent evidence.

And I think we've seen from witnesses that they kind of all have brainwashed, tampered with, sort of, responses. And I am contending that there are insufficient facts and proof presented to prove Plaintiffs

1 case that what I did was abuse of the court legal process.

2 THE COURT: All right. Ms. O'Brian.

3 MS. O'BRIAN: Your Honor, you've heard the testimony
4 as well as we have. We've entered documents showing
5 multiple filings. There were six lawsuits, one
6 third-party complaint, and arbitration, all of which were
7 testified as Mr. Wedlake bringing within the past six
8 years against this board. And the testimony regarding the
9 rulings in those is that he was not successful in a single
10 one of these actions. That he used the court process
11 throughout that time period, both by filing these
12 lawsuits, presenting subpoenas, depositions, all these
13 types of things that he was using the Court in the process
14 of this. And that his ulterior purpose was to coerce,
15 threaten, and harass the members of the board.

16 We have shown that he has made willful acts in
17 furtherance of that ulterior purpose and the motivations
18 to control the board and force them to adopt his way of
19 thinking in a my-way-or-the-highway-type of stance.

20 And we have shown the damages that have been caused
21 to the class members in this action directly because of
22 Mr. Wedlake's lawsuits that he filed those, that the board
23 members as members of a nonprofit organization cannot
24 represent themselves or the board. They have to have an
25 attorney under state law. And that, I think, is

1 judicially noticed as well. And that they had to bring
2 those in that was decided by the Woodington HOA members
3 that that indemnity was correct and that has been approved
4 in various lawsuits that Mr. Wedlake has since brought.

5 So we have shown that causal link of the damages to
6 the class. And we have, also, provided information and
7 evidence regarding the amounts of those damages.

8 So we have met each and every piece of the
9 requirements there. And we fully believe it should be
10 submitted to the jury.

11 THE COURT: All right.

12 MR. WEDLAKE: If I may, Your Honor.

13 THE COURT: Yes.

14 MR. WEDLAKE: Again, this is a situation where I
15 approached the board to try to resolve issues. And they
16 just said to me, well, if we're going to meet -- they only
17 met once as I will present in follow-up testimony. But,
18 basically, I had no other means to try to improve the
19 association to have the board comply with the bylaws,
20 other than filing cases in court.

21 So, literally, the board's attitude was such that I
22 was forced to come into court just to seek resolution of
23 issues, which all were focused on the -- to bring benefit
24 to the WHOA and benefit to its members, all of which has
25 been misrepresented and mischaracterized in much of the

1 summary you just heard Ms. O'Brian say.

2 And although I hadn't planned to provide evidence to
3 that fact, there was no dispute resolution process that
4 existed in the HOA to which I could turn. And somewhere
5 along the line, although, as I said, I haven't found it
6 and haven't prepared evidence on that, I asked them, look,
7 come on. We need to have some sort of dispute resolution
8 process --

9 THE COURT: The only thing I can consider at this
10 point is evidence that has been presented from the witness
11 stand up to this point. You're getting into a lot of
12 stuff that you plan to prove, and all that kind of stuff.
13 But I can only -- at a directed verdict stage, I can only
14 consider what has been presented in the Plaintiffs case.

15 MR. WEDLAKE: No further comments then, Your Honor.

16 THE COURT: You know, I think that the evidence
17 clearly contradicts what you just argued. And I have to
18 consider the evidence in the light most favorable under
19 this standard. And it is the light most favorable to
20 them. Abuse of process is -- the two elements are
21 ulterior purpose and willful act and the use of
22 proceedings in court. And I believe that at this stage
23 that there is sufficient evidence that meets those
24 elements.

25 So I deny your motion for a directed verdict.

1 Any additional motions?

2 MR. WEDLAKE: Not at this time.

3 Thank you.

4 THE COURT: All right. Let's talk about the
5 logistics of -- of your testimony since you don't have an
6 attorney. I can see that you -- it makes sense you like
7 using the doc camera, I can tell.

8 MR. WEDLAKE: Well, I have printed my exhibits here.
9 But I have come to realize now that several of them I was
10 guilty of not updating properly.

11 THE COURT: Well, let me -- again, let me make this
12 proposal to counsel. For you to be able to publish them
13 to the jury, you know, normally, like she's done, the
14 witness is up here and she's published them through there.

15 Would you on your direct testimony -- I've thought
16 about you --

17 Because you can hear him well, can't you, Hollie?

18 THE COURT REPORTER: Yes, sir.

19 THE COURT: If you wanted to sit there on your direct
20 testimony and that way, you could use your document camera
21 while testifying. I'm just offering this as a suggestion.
22 And on your cross-examination, though, you would have to
23 come back up here. Because it would be too odd for the
24 lawyer to stand there at the table.

25 But I just throw that out as a proposal. If that's

1 something that would accommodate you in presenting your
2 case, that's something you could do.

3 MR. WEDLAKE: Yeah. So I intended to do that, which
4 is why I printed the documents. But I will need to
5 display some directly from my computer. Because before I
6 printed, I realized I did not update several of them per
7 what Ms. O'Brian wanted.

8 THE COURT: Well, if you're going to be -- anything
9 on your computer, it has to be in evidence. If it's just
10 on your computer, then it's not into evidence.

11 MR. WEDLAKE: Well, it would just be a similar means
12 to display --

13 THE COURT: I mean, as long as it's the same thing
14 that's into evidence. But you said you didn't update it,
15 or something.

16 MR. WEDLAKE: Well, that's the problem. See, I
17 printed before I had updated. So what's on the paper is
18 still inconsistent with what I thought I had done. And I
19 thought I agreed with Ms. O'Brian on pretty much all of
20 it.

21 THE COURT: It sounds like there's a little bit of
22 gaps there. But, as I said, anything that you present to
23 the jury has to be a document that is in evidence.

24 MR. WEDLAKE: Well, as I present, what I'm going
25 to -- as my testimony, that's what I'm doing. I will be

1 entering documents into evidence.

2 THE COURT: Right. But I'm saying you said you were
3 going to do something on your computer. But I'm saying
4 your computer document is not into evidence.

5 MR. WEDLAKE: Well, it's a display of stuff that I
6 intend to enter into evidence. But the pages I had not
7 completely updated. And I didn't realize that.

8 THE COURT: Well, that's what I'm saying, if it's not
9 an updated document that's in evidence, you cannot use
10 your computer to display something that is not a document
11 printed into evidence.

12 MS. O'BRIAN: It may be -- there's a Staples right by
13 the Publix on McBee. It may be just worth running by
14 there to print off the updated copies.

15 MR. WEDLAKE: Well, I had understood that I could use
16 the direct cable to display stuff just as if it were on
17 paper.

18 THE COURT: Well, but it sounds like the paper
19 document is different than what's on your computer.

20 MR. WEDLAKE: And that's the problem. I printed
21 it --

22 THE COURT: Well, that's not my problem. I'm just
23 saying you do whatever you need to do, but you cannot
24 display anything to the jury that is not an exhibit that
25 has been printed and into evidence.

1 MR. WEDLAKE: So print is a requirement?

2 THE COURT: Yes, for it to be in evidence. Because
3 that's part of the record that goes to appeal.

4 MR. WEDLAKE: Could I just make hand notes to cross
5 out and edit then what is on the papers?

6 THE COURT: I don't know what kind of papers these
7 are that you're talking about, first of all.

8 MR. WEDLAKE: These are the exhibits for my testimony
9 that I will enter into evidence as part of my testimony.

10 THE COURT: Well, what I mean -- I guess what -- what
11 kind of -- what pieces of evidence that's documents that
12 you would have to edit at this point? It seems like --

13 MR. WEDLAKE: It's primarily what you pointed out,
14 initially, that I referred to the complaint and had an
15 exhibit which was the contents of the complaint. So I'd
16 just have to cross out exhibit and write judicial
17 notice.

18 THE COURT: What's the document you're talking about?

19 MR. WEDLAKE: As part of my testimony, I am going to
20 be presenting the stuff that's on this paper.

21 THE COURT: Well, again, it sounds like it's
22 summaries, or something.

23 MS. O'BRIAN: And we do have an objection.

24 THE COURT: Yeah. Your summaries are not evidence.
25 Evidence would be documents that have already been

1 prepared and exchanged in this lawsuit. Your summaries
2 are things that you have written, prepared and cannot be
3 introduced as evidence.

4 MR. WEDLAKE: I had thought that I had agreed with
5 Ms. O'Brian that much of this stuff was -- was proper
6 evidence with the changes, which I, unfortunately, did not
7 completely execute them.

8 So was that true or was I misunderstanding?

9 MS. O'BRIAN: So to clarify, there are a couple of
10 summaries. And we talked about that I had problems with
11 those summaries because those could not be presented into
12 evidence, as the Judge just indicated.

13 The supporting documents, many of those, you and I
14 talked through. And I said that I did not have objections
15 to those underlying documents. But I still have an
16 objection to the summaries.

17 MR. WEDLAKE: Well, these are primarily just guides
18 for my own benefit to know what to say as part of my
19 testimony.

20 THE COURT: Well, you can use those for your own
21 purposes, but they just cannot be introduced or shown to
22 the jury. I mean, that's just your -- it sounds -- again,
23 I haven't seen them. It sounds like these are summaries
24 that you've prepared to talk about your case.

25 MR. WEDLAKE: Yes.

1 THE COURT: Right. And that is not evidence. That's
2 not admissible evidence. That's something if you want to
3 use that in your testimony, that's fine. But that's not
4 something that could be published to the jury or
5 introduced as evidence.

6 MR. WEDLAKE: Yes. So I'll just talk to those then.

7 THE COURT: That's fine.

8 MR. WEDLAKE: Yeah.

9 THE COURT: But you won't be able to show them to the
10 jury.

11 MR. WEDLAKE: And Ms. O'Brian and I have been working
12 through what was acceptable. And we kind of got cut off
13 near the end.

14 THE COURT: Well, do you want to look at them?
15 Because we've got a long lunch hour. If y'all want to
16 come back at some point to discuss what these --

17 MR. WEDLAKE: Yeah. I would appreciate making sure
18 that everything that's here is now acceptable. Because I
19 will intend to enter into evidence what can be entered
20 into evidence.

21 THE COURT: Well, do y'all want to spend, like,
22 now --

23 MS. O'BRIAN: So I think we're okay on that. So if
24 we want -- if you want to go ahead and put those into
25 evidence as stipulated, I'll be glad to look at them right

1 now.

2 MR. WEDLAKE: All right. Well, there's nothing
3 really different. It's just differentiations between what
4 we just discussed.

5 THE COURT: Well, it sounds like -- why don't y'all
6 figure it out. And if y'all want to stipulate to things,
7 we'll put those in the record. And if y'all can't, then
8 we can address those issues.

9 Do you want to go ahead and spend the next few --

10 MR. WEDLAKE: That's where we almost got to, but we
11 had to start the trial before all that was completed.

12 THE COURT: Well, I'm giving you some more time now.

13 MR. WEDLAKE: Very good.

14 THE COURT: We're going to start the trial back at
15 2:30.

16 (WHEREUPON, a lunch break was taken.)

17 THE COURT: Did we get everything worked out on the
18 exhibits?

19 MS. O'BRIAN: I think we have most of them worked
20 out, Your Honor.

21 THE COURT: She said she's marked Defendant's Exhibit
22 Nos. 1 through 19?

23 MS. O'BRIAN: Yes.

24 THE COURT: Are those in without objection?

25 MS. O'BRIAN: Yes. Those are stipulated to.

1 (WHEREUPON, Defendant's Exhibit Nos. 1, 2, 3, 4, 5, 6,
2 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19
3 were marked for identification and admitted into
4 evidence.)

5 MR. WEDLAKE: There's only three others, Your Honor,
6 that will come in due course.

7 THE COURT: Okay. Is the Plaintiff ready for the
8 jury?

9 MS. O'BRIAN: Yes, Your Honor.

10 THE COURT: Is the Defendant ready for the jury?

11 MR. WEDLAKE: Yes, sir.

12 THE COURT: And that's what I was saying, if you want
13 to begin -- that was my proposal. If you want to sit at
14 your chair, we'll have you sworn in there. When it's time
15 for cross-examination, we'll bring you up here just so it
16 will be more appropriate for her.

17 Okay. Bring the jury in.

18 (WHEREUPON, the jury came into open court at
19 approximately 2:46 p.m.)

20 THE COURT: Okay. I hope everybody had a good lunch.

21 As you will recall, the Plaintiffs rested their case
22 in chief. So now, the Defendant will present his case.

23 Let's move the podium.

24 You're not going to use it, are you, Mr. Wedlake?

25 MR. WEDLAKE: I don't plan to.

1 THE COURT: What I have suggested -- it's a little
2 bit different since Mr. Wedlake doesn't have an attorney.
3 I've suggested if he wanted to and -- if he wants to use
4 his doc cam that he can sit there during his direct
5 testimony, as opposed to up here since nobody will be
6 asking questions. And then when it comes time for
7 cross-examination, I told him he could be back up here so
8 the lawyer could question him. That was just a suggestion
9 I made to him.

10 All right. At this time, are you ready to present
11 your case?

12 MR. WEDLAKE: Yes. I'd like to call myself to
13 present my defense.

14 THE COURT: All right.

15 THE CLERK: Raise your right hand.

16 WHEREUPON,

17 RAYMOND WEDLAKE A/K/A RAYMOND ALLAN JOY,
18 after first having been duly sworn, testified as follows:

19 THE CLERK: State your name for the record.

20 THE WITNESS: Raymond Allan Joy.

21 THE CLERK: Thank you.

22 THE COURT: And you can sit down or stand, whichever
23 you wish.

24 THE WITNESS: I'll probably switch off now and then.

25 THE COURT: Okay.

1 THE WITNESS: In my defense, I would like to state a
2 quote from Dr. Martin Luther King, which says that, In
3 justice, anywhere is a threat to justice everywhere. And
4 I hope the jury has the impression at this time that I
5 feel a lot of what has gone down here is an injustice.
6 And I hope with my exhibits to prove to the jury that this
7 is the case.

8 I was kind of offset a little bit with this complaint
9 that I feel presents misrepresentations of truth and fact.
10 And you may note, although the Judge will do that later,
11 that the complaint did not file a single substantiating
12 exhibit --

13 MS. O'BRIAN: Your Honor --

14 THE COURT: Yeah. I'm going to -- Mr. Wedlake, I
15 mean, this is more kind of closing-argument-type stuff.
16 You need to testify about your case and not argue your
17 position at this point.

18 MR. WEDLAKE: Yeah. So I think everybody realizes
19 now this is something dealing with the Woodington
20 Homeowners Association. And in terms of what I expect the
21 role of the jury to be is to function to provide justice
22 in this instance, which was the -- why I quoted Martin
23 Luther King.

24 So one of my points here in my defense -- you heard a
25 lot of testimony. But you may have noted I consistently

1 asked for what evidence supports what you say. And my
2 position is that without evidence that supports claims,
3 they must be disregarded and discounted as inadmissible
4 and stricken by the Court --

5 MS. O'BRIAN: Your Honor --

6 THE COURT: You're getting into -- first of all, the
7 Court has already ruled on all the evidence that's been
8 introduced. Your job here is to present your testimony,
9 not your argument to the jury.

10 MR. WEDLAKE: All right. I'll get on with that. So,
11 first off, my actions under the covenants, which are a
12 primary governing document in the association, were
13 lawful.

14 And I would like to display the exhibit for the
15 covenants then, Your Honor.

16 THE COURT: All right.

17 MR. WEDLAKE: Which I understand -- and I tested this
18 out before everybody came back. I've got to find it.

19 THE COURT: I don't believe it's hooked up proper, or
20 something. It's not connecting.

21 MR. WEDLAKE: I just put the cord in. I know it
22 takes a bit.

23 All right. So --

24 THE COURT: I'm going to shut it off and start it
25 back up again. Because for some reason, it's not picking

1 up your device.

2 (Pause.)

3 THE COURT: And make sure when you reference your
4 documents, refer to the Defendant's Exhibit number.

5 MR. WEDLAKE: Yeah. So I think this one is No. 1; is
6 that right?

7 THE COURT: Will you hand them to me?

8 MR. WEDLAKE: Is that right?

9 THE COURT: Declaration of covenants, that's
10 Defendant's Exhibit No. 1.

11 MR. WEDLAKE: Yes. That's what it is. I didn't
12 note -- I did not note the section here I need to find.
13 So if you would turn it off, I need to reorient myself for
14 where it is in this document for what I intended to
15 present.

16 THE COURT: You want me to turn it off?

17 MR. WEDLAKE: Just for a moment so I can reorient
18 myself.

19 THE COURT: I will do so at your peril.

20 MR. WEDLAKE: Well, you were quite plain not to have
21 the jury see --

22 THE COURT: Okay. But I'm just --

23 MR. WEDLAKE: All right. So let's see.

24 (Pause.)

25 MR. WEDLAKE: So here we are now. So as you can see

1 in this exhibit, which is Book 1317, Page 913.

2 Are we back on now, please? Do I need to unplug and
3 re-plug?

4 THE COURT: We'll just have to wait a minute, I
5 believe.

6 MR. WEDLAKE: I think I'll just unplug and re-plug.

7 Here we go. All right. So that seemed to work.

8 So you see the covenants, say, here. And this is
9 Defendant's Exhibit No. 1. If the undersigned, successor
10 or assigns -- blah, blah, blah, blah -- should violate or
11 attempt to violate any of the covenants -- blah, blah,
12 blah -- it shall be lawful for my person, so forth, so on
13 to prosecute any proceeding at law or in equity.

14 So this is the basis for which I had brought my
15 lawsuits, which I'm contending is completely legal as
16 provided here in the covenants. And some of you in HOAs
17 may appreciate that --

18 THE COURT: You can't direct your questions at the
19 jury or comment about things to the jury. You have to
20 stick with your own facts.

21 MR. WEDLAKE: Well, the title of this thing -- and
22 I'll go back up to the top. So, factually, you'll see the
23 title is declaration of covenants and restrictions, which
24 is sometimes referred to as CCRs. That may be more
25 familiar nomenclature.

1 So we'll unplug again.

2 Okay. So the covenants are clear. Any person can
3 prosecute any proceeding at law. And then you see, I
4 would contend that how can, specifically, lawful actions
5 by any HOA member be termed abuse.

6 Now, another thing that is familiar to me and I think
7 applies to my defense, there's a concept called burden of
8 proof. I believe that rests with the Plaintiffs --

9 THE COURT: Now, you're -- once again, you've got to
10 stick to testimony. You cannot argue issues of law or
11 your argument on your case. This is your chance to
12 testify about what supports your defenses.

13 MR. WEDLAKE: All right. So, as I said earlier, even
14 though the complaint listed a whole bunch of stuff, I
15 think that much of it was misrepresented.

16 MS. O'BRIAN: Your Honor, I think that's the same --

17 THE COURT: Yeah.

18 MR. WEDLAKE: I'm coming up to the next exhibit now.

19 THE COURT: Just stick to your testimony, facts --
20 any arguments, or any issues of law. Those are matters to
21 be considered outside the jury. And I'll instruct the
22 jury on the burden of proof and legal issues.

23 MR. WEDLAKE: So you see that I sent this letter to
24 the board.

25 THE COURT: What exhibit are we --

1 MR. WEDLAKE: This is, I believe, Defendant's Exhibit
2 No. 2. Is that correct?

3 THE COURT: All right. Now, what I've got, this is
4 Defendant's Exhibit No. 3.

5 MR. WEDLAKE: Did I skip one of them by mistake?

6 THE COURT: I don't know. I'm just telling you this
7 is what's marked as Defendant's Exhibit No. 3 on the
8 little sticker.

9 MR. WEDLAKE: All right. Well, I guess there's some
10 confusion there.

11 So this was my feeling, as you see in paragraph one,
12 that the board was not seeking a resolution. And I had
13 hoped to avoid court. So this was -- in this paragraph,
14 now, you see I stated, Here is a last ditch proposal to
15 try to avoid court. Let's have some meetings. Let's work
16 it out. Let's come to some agreement. And I proposed
17 four meetings here as you can see. So I was asking the
18 board here to negotiate with intent to resolve the open
19 issues.

20 And this was one thing I think that came up in
21 testimony that -- the proper forum to do this in. And I
22 had felt that the -- as you see in this paragraph that the
23 board was suggesting something that really wouldn't aid
24 resolution. And I was stressing negotiations.

25 And this was my purpose resulting in changing,

1 benefitting all members of the WHOA, which was always the
2 intent in which I had approached the board. But from my
3 perspective, the board did not have any intent to
4 accommodate anything or any thought that I had. And sure
5 enough, they stonewalled every effort to have some
6 improvements made to the association.

7 So I made it plain to them that, you know, come on,
8 let's -- let's meet, resolve. Otherwise, you know, I'll
9 be forced to pursue judicial action. Okay. So that was
10 that for this one.

11 Now, I need to check if I missed an exhibit. The
12 Judge said it went from one to three. I thought there was
13 a two.

14 THE COURT: There's a two up here, but it wasn't that
15 document.

16 MR. WEDLAKE: And so I don't see that -- I think I
17 missed anything in what I intended here. So maybe we'll
18 come to that a little later.

19 So I have other references now. I can cross check
20 that, yeah. So I don't think there was one. I guess we
21 just somehow got confused in the numbering.

22 THE COURT: All right. Move along.

23 MR. WEDLAKE: So there's other things in the board --
24 in regards to the board's actions that I think that they
25 acted to -- in refusal to negotiate and resolve disputed

1 issues where I thought I made every effort to try to work
2 with the board.

3 So let me get my next exhibit up here.

4 It's probably easier sitting down.

5 THE COURT: Would you rather use the doc cam so you
6 can use the exhibits that are marked and put them under
7 there?

8 MR. WEDLAKE: Yes. I guess that might be easier.
9 This seems awkward.

10 THE COURT: All right. I'm going to give you the 1
11 through 19 that we've got up here.

12 MR. WEDLAKE: Until you try something, you don't know
13 what really works the best. But that was a little awkward
14 to work with.

15 All right. So we'll turn this on.

16 Yeah. This is the one that, apparently, just got out
17 of order. So this is the one I intended to -- let's see.
18 It takes a minute.

19 So it is not coming up. It appears to be on.

20 THE COURT: Yeah. It's on on your end. For some
21 reason...

22 Ladies and gentlemen, I'm going to give you a break
23 so we can get everything worked out. And when you come
24 out, this will run a little smoother.

25 Don't discuss the case.

1 (WHEREUPON, the jury was excused from open court at
2 approximately 3:11 p.m.)

3 (WHEREUPON, a break was taken.)

4 THE COURT: Okay. Is the Plaintiff ready?

5 MS. O'BRIAN: Yes.

6 THE COURT: Are you ready, Mr. Wedlake?

7 MR. WEDLAKE: Yes.

8 (WHEREUPON, the jury came into open court at
9 approximately 3:16 p.m.)

10 THE COURT: All right. I'm not making any promises.
11 Are both of these monitors on there?

12 UNIDENTIFIED JUROR: Yes, sir.

13 THE COURT: Okay. You may proceed.

14 MR. WEDLAKE: Okay. So this is Defendant's Exhibit
15 No. 2 that was skipped inadvertently. And the point of
16 this is that I, actually, made a list, you see, of e-mails
17 that were sent to the board. And the factual truth is
18 that 58 were sent over 224 days. That's less than two
19 e-mails a week. And the exhibit we skipped to was
20 Defendant's Exhibit No. 3 and was just -- I selected three
21 from here -- from this list to highlight.

22 So we covered the first highlighted one. This is the
23 second one. So this is minutes of the draft on this date
24 where the board met with me this one and only one time.
25 And you see, it refers to the Mauldin Fire Department as

1 was testified.

2 So this covers the full amount of what was being
3 discussed for the board's position and my position. It is
4 my preliminary draft. Because the board never would
5 confirm that this was an accurate set of minutes or not.
6 So that's why it says, Preliminary draft. So, see, the
7 questions were a board vacancy. The arguments presented
8 both sides. And I won't spend time to go into the
9 details.

10 The second question, renewal of management contract.
11 And I won't spend time going over the details. The third
12 question, bylaws review of committee. Since a lot of
13 contention in the neighborhood has been insufficient
14 bylaws and the board's position was, let's see, a
15 committee for this purpose would be counterproductive.

16 And the fourth thing we spoke of in this meeting was
17 an annual meeting minutes, all very straightforward and
18 simple things. Fifth question, request for bids in the
19 event we were going to maintain a management company,
20 which proved out that did not happen. And contractual
21 payments to AMG. And I guess I got to hold my fingers
22 over that part, which is a reference to law associated
23 with this.

24 All right. And that's it for this exhibit.

25 So, Judge, with the other references in there, I

1 don't know if this one needs to be excerpted then. But I
2 did not display it, as you saw.

3 And then this was just a third selected one I wanted
4 to highlight. Again, I gave the board the courtesy --

5 THE COURT: What's your exhibit number?

6 MR. WEDLAKE: This is five; right?

7 THE COURT: No. What's on the bottom right?

8 MR. WEDLAKE: It's five.

9 THE COURT: Oh, okay.

10 MR. WEDLAKE: So let's see. Did I get confused again
11 with the order of the exhibits? So 1, 2, 3 -- yeah, 4.
12 So we've covered them.

13 All right. So my viewpoint was the board had lack of
14 responsiveness and good faith. And I told them straight
15 up, all right, I'm going to hire an attorney. And I told
16 them if they would not respond that I would move forward.
17 And that's the situation here. Actually, there's a number
18 of e-mails.

19 So, as you can see, I informed the board that my
20 effort was to seek resolution without litigation. And,
21 generally, this was kind of ignored. And here's where I
22 asked them, all right, well, if you won't meet with me,
23 would it be better to do that in a mediation setting so
24 there's a referee, so to speak?

25 And I have, actually, documented that the -- after

1 one meeting only, the board was too busy and would not
2 then attend any other meetings to pursue a resolution of
3 our differences without litigation. So I believe that I
4 took all the steps possible to try to avoid litigation, as
5 you can see documented here in these letters to the board.

6 And then there's another one here -- okay -- where I
7 told them, look, it's still going forward, you know, if
8 you can't get it done. It seemed to me then that I
9 couldn't expect good faith from the board, as you see
10 here.

11 And I felt -- this was my feeling about this meeting
12 where we did meet that I was disrespected, and belittled,
13 and denigrated. And my attempts to provide improvements
14 to the WHOA is still the point here. This was not done to
15 force the board to do what I wanted or to force my agenda
16 on the board. This was all with an intent to provide
17 improvements for the association, which, of course, means
18 benefits to the members as well.

19 And I contended, as you can see here, that I thought
20 that actions, certainly, in the best interest of the
21 association were being ignored. And, again, the benefit
22 of the members was the stated intent here.

23 All right. So I think that's -- that's the end of
24 this exhibit. I have one more.

25 THE COURT: And this is still Defendant's Exhibit

1 No. 5?

2 MR. WEDLAKE: Yes, it is.

3 THE COURT: Okay.

4 MR. WEDLAKE: And the stenographer was kind enough to
5 staple them all together so they wouldn't get mixed up
6 since I misplaced my stapler at home.

7 So, finally, then I said, Look, here is what I'm
8 going to go to court with. And I'm giving you the
9 courtesy of showing it to you before I go to court. So
10 they had a chance to maybe reconsider their position and
11 decide to, okay, let's try to resolve it before we get
12 into court. But that didn't happen.

13 So from my perspective, since there was no dispute
14 resolution process at that time, that was my only option
15 to try to bring benefits to the members and improve the
16 association was by asking the Court. And, by the way, I
17 might have missed that, but this case was for declaratory
18 judgment.

19 So, as I said, all this stuff was done not to further
20 my own agenda. This was done to meet and negotiate to try
21 to resolve the issues so court could be avoided. So I
22 felt that the board's actions must be seen as a lack of
23 good faith on their part. And in that respect, now, this
24 is what -- what was stipulated as part of that trial.

25 Declaratory judgment --

1 THE COURT: Referencing Defense Exhibit what?

2 MR. WEDLAKE: Defendant's Exhibit No. 6.

3 THE COURT: Okay.

4 MR. WEDLAKE: Whoops, there we go. So a declaratory
5 judgment is just exactly here -- that these were the
6 issues presented to the Court that the board must comply
7 with and enforce in accordance with their terms, the
8 association bylaws. And we were asking the Court to
9 construe the bylaws and give a judgment on if the board
10 must fill a vacancy and make reasonable efforts to do so.

11 And this one about the management contract, again,
12 proved to be irrelevant, ultimately. However, my attorney
13 had not informed me before we came into court that he had
14 stipulated with the Defense counsel to throw that one out.

15 So in truth, there are really only five, not six,
16 once you throw that one out. But very simple questions,
17 very simple things that were put before the Court and do
18 not permit the director to remain beyond a five-year term.

19 To give background there on that, in the previous two
20 years, the board had decided they would not hold an
21 election. And the phrase they used as backed by their
22 management company was, we have graciously decided to stay
23 on without an election. And I think anyone associated
24 with a homeowners association knows full well that
25 elections are required every year.

1 And this was the other thing we were asking because
2 the board, basically, had turned over everything to the
3 management company with no specific authority to do so in
4 the bylaws. And the valid issue, they had for a good
5 while decided they would not ballot things of interest to
6 the association to have all the members weigh in.

7 So -- and as we've covered already, that I sought a
8 declaratory judgment of the bylaws questions. And I only
9 asked for nominal damages, which my lawyer told me that
10 that meant one dollar against Defendants. So it wasn't a
11 money thing. It wasn't to punish anyone. It wasn't to
12 create hardship on anyone.

13 It was very simple questions of court, here's the
14 bylaws. Here's what they say. Here is what we think
15 should be done, based on what had happened in the
16 association. And you see, again, this was the attorney
17 who did this order.

18 Now, ultimately, I kind of came to realize that this
19 particular attorney who represented me, perhaps, wasn't
20 really doing that -- I paid him a lot of money to get in
21 all this hot water that you have heard testimony about
22 where, again, that was never the intent, nor never the
23 purpose of any of this.

24 All right. So that's what I was just saying. It
25 wasn't to further my own agenda, as you can see from the

1 very simple questions I just highlighted. It was a very
2 simple here's the bylaws. Is this what they mean? Or is
3 it what the board interprets the bylaws to mean? That
4 simple.

5 Okay. And here's another sample of how I
6 consistently tried to meet with the board, but was
7 rejected after that first meeting.

8 So this is Defendant's Exhibit 7. So, see, I
9 suggested a meeting. And I, you know, just said, hey,
10 look, I answered a few questions. No answers -- right --
11 had been received. But this was consistent with the
12 board's attitude that they did not need to deal with me,
13 they did not need to listen to me, they did not need to do
14 anything I had suggested, again, with intent to bring
15 improvement to the association and benefits to the
16 members.

17 All right. So nothing of particular interest here,
18 other than you can see I cited the bylaws that you could
19 request a hearing with the board to have this done.
20 Again, totally ignored. Nothing ever happened.

21 And they made all these statements about the board
22 would abide by the bylaws. But as I came to realize, it
23 was kind of a talk-the-talk thing, not walk the walk. So
24 they said things like this so they could claim, as you
25 heard a witness testify, that, yeah, they said they'd

1 abide by the bylaws. And, yeah, that's right, they did
2 say it. But -- and here we are, see, talk the talk, but
3 no walk the walk to promise to action.

4 And this is still my feeling of the proper
5 interpretation of the bylaws, that if you're going to
6 incur major expenses, you've got to do that with member
7 approval before the expenses are incurred. And,
8 factually, that didn't happen, which I think I've got
9 other exhibits coming up that will show that. And in
10 conclusion, I stated here it's talk the talk. That's it.

11 All right. So what else is here of interest? So
12 this was the thing. See, the board's ran up all these
13 legal fees. And it was about this number in this original
14 instance. And several months later, they disclosed it to
15 the members.

16 And what I'm saying here in this letter is let's get
17 cited on what those expenses are and keep track of
18 invoices and, you know, affirm that -- that the board is
19 acting properly and willing to do this. But, generically,
20 I had the impression that the board really didn't seem to
21 care how much legal fees they incurred. Because they're
22 trying to win this lawsuit to get me to pay for all that
23 stuff, ultimately, which doesn't seem fair against a
24 lawsuit where I claimed one dollar and they ran up a -- I
25 think it showed there nearly \$54,000 in legal fees. And

1 that just doesn't make sense in any sane person's mind
2 from my perspective.

3 Okay. So we did hear testimony about the bylaws
4 here, provisions of the bylaws, Defendant's Exhibit No. 8.
5 So it's very specific, Article 10. There we go.
6 Expenditure funds. Let's see if we can get to the right
7 place here.

8 So Article 10, expenditure of funds -- blah, blah,
9 blah, blah, blah. But here's the punch line in section
10 four of this bylaws provision, the non-budgeted
11 expenditures of corporate funds in excess of 1,500 for any
12 individual project must be approved by majority vote of
13 the membership at a duly-held meeting at which a
14 [inaudible] is present.

15 So as you heard in testimony, well, this means that
16 it has to be a project that they decided they wanted to
17 take on. Well, I believe that this intends to protect the
18 members from the board running up \$54,000 in legal fees.
19 That's, certainly, a project that they entered into. But
20 the semantics they try to claim in testimony that you
21 heard was that, well, no, what we did for legal fees was
22 not a project.

23 And the simple facts of the matter were, as I think
24 I've proven now in exhibits presented here, that I tried
25 many different times in many different ways to avoid

1 litigation, but the board simply wouldn't hear it. And I
2 believe in one of the questions in cross-examination, it
3 came out that they kind of had an attitude of take a hike.
4 We don't have to deal with you. We don't have to listen
5 to you. We don't have to do anything that you want to do
6 or that you're proposing for improvements of the
7 association to bring benefits to the members. So that was
8 the problem.

9 So, as I just stated, in relation to that exhibit,
10 the bylaws, I believe, prohibit the board from spending
11 more than 1,500 without prior member approval. Okay. So
12 I have -- all right. So this was a -- the documentation
13 of that.

14 And now this one, Your Honor, is one that was not put
15 into evidence.

16 THE COURT: All right. What -- is it marked?

17 MR. WEDLAKE: No. Because Ms. O'Brian would not --

18 THE COURT: Well, is it identified?

19 MS. O'BRIAN: No. We haven't marked it.

20 MR. WEDLAKE: So how shall I proceed before it's
21 presented before the jury?

22 THE COURT: Well, tell me, generally, what it is
23 without giving the substantive of it.

24 MR. WEDLAKE: It's just a filed document with the
25 Court. And my printer is a little faint, but you see the

1 Court stamp there.

2 THE COURT: What is it?

3 MR. WEDLAKE: It is an invoice from McCabe that
4 documents this amount of fees.

5 THE COURT: What's your objection?

6 MS. O'BRIAN: Your Honor, it's one page, but some of
7 it covers odd -- it's not clear. There's not a full
8 document. It doesn't say where it's from. And I'm not
9 sure what the relevance of this is as an incomplete
10 document.

11 THE COURT: All right. Well, if it's not a complete
12 document, then I'll -- without more showing, then I'm not
13 going to allow it in.

14 MR. WEDLAKE: The only thing I was going --

15 THE COURT: Let me look at it.

16 MR. WEDLAKE: -- towards --

17 THE COURT: Hold on. Let me look at it.

18 MR. WEDLAKE: And it's a documentation, again,
19 of the --

20 THE COURT: I said let me look at it. Don't be
21 chatty.

22 I mean, you have a bunch of stuff blocked out.

23 MR. WEDLAKE: Well, that's the way McCabe presented
24 it. So that is not me blocking that out. That was --

25 THE COURT: Well, I'm still --

1 Is that not what was already referenced earlier?

2 MS. O'BRIAN: I mean, we talked about the fees and
3 how they were assessed. Ms. Craigo introduced the amount
4 that was charged to the homeowners. Again, with this just
5 being -- my understanding is it's two or three pages and
6 it's broken up. It's not a complete record or invoice.

7 THE COURT: Do you have a problem with the amount on
8 it?

9 MS. O'BRIAN: The amount?

10 MR. WEDLAKE: It's just the amount --

11 THE COURT: I'm asking her.

12 MS. O'BRIAN: Let me see. I don't think so.

13 MR. WEDLAKE: I'm just going to point --

14 THE COURT: Listen, I asked her a question. Wait
15 until I...

16 MS. O'BRIAN: That's fine to testify to.

17 THE COURT: I mean, that's the amount that was
18 previously testified to?

19 MS. O'BRIAN: I think it's close. The timing may
20 be -- that may not have been a complete --

21 THE COURT: I got you.

22 MS. O'BRIAN: -- bill, but...

23 THE COURT: I'm going to let it in.

24 MS. O'BRIAN: Are you going to let the document in?

25 THE COURT: I'm going to let the document in. And

1 that will be Defendant's Exhibit No. 20 and subject to
2 your objection.

3 MS. O'BRIAN: Okay.

4 (WHEREUPON, Defendant's Exhibit No. 20 was marked for
5 identification and admitted into evidence.)

6 MR. WEDLAKE: So Defendant's Exhibit No. 20 is an
7 invoice from McCabe, Trotter & Beverly. And as I was
8 saying, it's only the date that is pertinent there. So
9 see, this happened on 7/13/2018. And let me get
10 reoriented so I don't say something wrong here.

11 So where were we?

12 All right. So the 54 -- nearly 54,000 is documented
13 in the exhibit. And I believe it was suggested -- this
14 was brought up earlier for this approximate amount. So
15 the thing is that that invoice was presented on the --
16 July 17th of 2018, whereas an approval vote -- so let's
17 see. I've got to find that exhibit now.

18 So what happened to that one?

19 Oh, this is -- this is some of Plaintiff's Exhibits
20 now, I believe. The vote to approve these funds was taken
21 on November 9th, 2018. And I just got disoriented here
22 now as to where that exhibit is. So let's see. It's
23 Plaintiff's Exhibit No. 14. So that's where it is. Oh,
24 yeah, here we are.

25 So this is Plaintiff's Exhibit No. 14 showing that

1 the vote approving those funds, which were invoiced to the
2 association in July, did not happen until November 9th.
3 So, see, this was a slight of hand after the fact that the
4 board ran up all this stuff and did not have member
5 approval. But after the fact, they decided to bail it.
6 And that is not proper, per my understanding of the bylaws
7 that was shown in the previous exhibit.

8 Okay. I took care of that, 20.

9 All right. Then there's the issue of -- that the
10 board claimed this assessment passed. So let's see. I
11 was premature taking that away.

12 So very plainly, it says, To pass, we have got to
13 have 34 member votes here, which comprises a majority for
14 this particular issue. That's -- okay, 34. However, this
15 is Defendant's Exhibit No. 9. This is the meeting minutes
16 from a meeting of December 6th. Here you go. So we need
17 to look at here -- all right. So Page 2F1.

18 Okay. So they plainly documented an admission that
19 41 ballots were returned. And the other part of the piece
20 of the puzzle, there is 4D. Okay. So 41 were returned,
21 but 12 were against. So that means 29 votes, 41 minus 12
22 voted to approve.

23 And as I pointed out, the ballot clearly states that
24 34 members have to vote for the ballot to be approved. So
25 my contention has been that the vote did not pass because

1 34 members did not approve. But the thing that has
2 happened is that the board voted the ballots that were not
3 returned to make the claim that it passed. And the action
4 is contrary to the Code of Laws, which I will have the
5 Judge reference to you later. And that is 33-31-831.

6 Okay. So there was a contention about that I did not
7 sue the board, that I sued the individuals of the board to
8 try to punish people; right? I believe that was heard in
9 previous testimony. But let's look at Plaintiff's Exhibit
10 No. 4. And if -- you may not be aware or recall there
11 were three lawsuits in reference for this case. This was
12 the first one.

13 Okay. So as you very plainly see, it says, As the
14 current board of directors of Woodington Homeowners
15 Association. And there was some semantics involved with
16 earlier testimony, well, was the board members? Yes, they
17 are. But this was brought as the board of the homeowners
18 association of Woodington. All right. So, particularly,
19 it was not intending to punish members. All right.

20 So 19, the second one, Plaintiff's Exhibit No. 19,
21 case caption, it plainly shows board of directors of
22 Woodington Homeowners Association. And the final lawsuit
23 that was referenced here is Plaintiff's Exhibit No. 20,
24 which, again, very plainly shows board of directors of
25 Woodington Homeowners Association.

1 Now, in this regard, all of these case captions were
2 dictated to me by my attorney. And this is what he said
3 was the most proper and appropriate. And since I was not
4 an attorney, I had taken the position at that time, well,
5 okay, he's the attorney. He knows what he's doing. And
6 he knows better than I do as to how case captions should
7 read. That's why they were stated in this manner.

8 And I think I came to realize later that this was,
9 perhaps, a ploy on his part to have all these very same
10 issues come up --

11 MS. O'BRIAN: Objection, Your Honor.

12 THE COURT: Yeah. This isn't a claim against your
13 attorney.

14 MR. WEDLAKE: Yeah. So what I was testifying to was
15 this is what the attorney told me to put on the case
16 caption.

17 THE COURT: All right.

18 MR. WEDLAKE: And if I was too dumb to know the
19 difference -- well, I took his advice.

20 Okay. There was testimony that I threatened the
21 board. But I think from what I've gone through here just
22 so far, that conclusion should appear to be unfounded
23 based on evidence presented. And my feeling, again, is
24 the law is specific. And the Judge will instruct you
25 later. Section 33-31 --

1 MS. O'BRIAN: Objection, Your Honor.

2 THE COURT: Again, we're not -- you can't get into
3 the law. Get into your facts. You can testify about
4 facts.

5 MR. WEDLAKE: My testimony is that the law requires
6 specific conduct from directors --

7 MS. O'BRIAN: Objection, again, Your Honor. He's
8 just not using the code reference, but he's testifying as
9 to his opinion.

10 THE COURT: I'll let him go with his understanding,
11 briefly go into that.

12 MR. WEDLAKE: Well, the law requires that the board
13 must act in good faith. It must act with the care of an
14 ordinarily prudent person. And it must act in the best
15 interest of the corporation. And I think there's
16 sufficient evidence that has been shown already that
17 indicated --

18 THE COURT: Again, you're getting into arguments.
19 You need to get into your facts and not your arguments.

20 MR. WEDLAKE: Well, this is what I'm saying is the
21 law requires that conduct of the board.

22 So was that a fair statement?

23 (WHEREUPON, there was no response.)

24 MR. WEDLAKE: Now, there was, also, some claim -- and
25 I could be corrected if I've gotten confused or if I'm

1 wrong -- that I was the one that passed that ballot vote
2 provision that allowed the board to vote ballots that were
3 not returned.

4 The true facts of the matter is that at those times
5 in the early 2000s when I served on the board, a
6 five-member board was required. And many times, many
7 votes in my tenure as a board member, they were decided by
8 a 3/2 split, where most often, I held the minority opinion
9 so that something was passed that I did not agree with.
10 But that's the nature of a majority board opinion.

11 THE COURT: All right. Let's take a short break.

12 MR. WEDLAKE: All right.

13 THE COURT: Don't discuss the case. And we'll bring
14 you back out in just a few minutes.

15 (WHEREUPON, the jury was excused from open court at
16 approximately 3:57 p.m.)

17 THE COURT: All right. We'll take a short break.

18 Mr. Wedlake, I can't tell you how to try your case,
19 but you're killing this jury. They're about as bored of a
20 jury as I've ever seen in my life.

21 MR. WEDLAKE: And do you have a suggestion, Your
22 Honor?

23 THE COURT: No. I'm just saying you may want to
24 figure out how to speed it up or do something. Because
25 they're pretty miserable. I think everybody is.

1 All right. We'll take 10 minutes.

2 MR. WEDLAKE: It's not whether they're bored that
3 counts, it's whether they understand the factual nature of
4 the case.

5 THE COURT: I guess we'll find out.

6 (WHEREUPON, a break was taken.)

7 THE COURT: Is the Plaintiff ready?

8 MS. O'BRIAN: Yes, Your Honor.

9 THE COURT: Mr. Wedlake, are you ready?

10 MR. WEDLAKE: Yes.

11 (WHEREUPON, the jury came into open court at
12 approximately 4:09 p.m.)

13 THE COURT: All right. Ladies and gentlemen, as I
14 mentioned, just to let everybody know, our plans are to
15 stop as close to 5:00 as possible. And we'll continue
16 tomorrow wherever we are. It's not to shorten anybody.

17 Go ahead, Mr. Wedlake.

18 MR. WEDLAKE: All right. So there have been
19 contentions -- and I'm not sure I recall specifics now --
20 but that I should be punished because my lawsuits were
21 frivolous. So I have a transcript I'd like to enter into
22 evidence. But Ms. O'Brian was unhappy with this.

23 THE COURT: I'm not going to let a transcript from a
24 previous hearing be an exhibit. That's not -- so --

25 MR. WEDLAKE: Well, this is the substantiation --

1 THE COURT: Well, there's been orders put in and
2 that's sufficient. I'm not going to let a transcript from
3 a previous hearing -- because, one, it's hearsay.

4 MR. WEDLAKE: It's an official court document.

5 THE COURT: No, it's not necessarily. I mean, a
6 transcript is not an official court document. You can
7 testify what you said in the trial, if you wanted to. But
8 I'm not letting you put the transcript in.

9 MR. WEDLAKE: All right. So I'll summarize what I --
10 what it says. We had --

11 THE COURT: No. That's not what I said. You can
12 give your facts or what you stated. But I'm not going to
13 let you summarize what this transcript says.

14 MR. WEDLAKE: Well, it's just, again, that --

15 THE COURT: I've made my ruling. You know -- and
16 you've made your objection.

17 MR. WEDLAKE: All right. So, again, there was other
18 contentions about damages I caused to members of the
19 association. One of which was sale of their homes. But
20 Ms. O'Brian was unhappy with the exhibit for what I had
21 found from the register of deeds for various properties in
22 the neighborhood.

23 So would that be acceptable to enter into evidence?

24 THE COURT: I'm not sure what it is you're looking at
25 there. How about -- let me look at it.

1 Is this something off of their website or is this
2 something you prepared?

3 MR. WEDLAKE: This is information --

4 THE COURT: Is this something you prepared?

5 MR. WEDLAKE: Yes.

6 THE COURT: Okay. I'm not going to allow it.

7 MR. WEDLAKE: I'd like to state an objection on the
8 record, Your Honor, that that was important evidence
9 showing that --

10 THE COURT: I'm not going to let you testify to what
11 it was because I've said it's not admissible. It is a
12 document you prepared off of whatever source, I don't
13 know. It's a document you typed up. And I'm not going to
14 allow it. That's my ruling. And you've stated your
15 objection, so move on.

16 MR. WEDLAKE: All right.

17 THE COURT: You need to mark both of those, by the
18 way. You need to mark them so that you can identify them
19 in the record. They're not introduced in evidence, but
20 they're marked for identification purposes only.

21 So it will be Defendant's Exhibit Nos. 21 and 22 for
22 identification only.

23 MR. WEDLAKE: And they're differentiated that way
24 then --

25 THE COURT: They're not in evidence. But they're

1 part of the record if it needs to be.

2 21 will be the transcript. And 22 and will be the
3 homes listed.

4 (5

5 WHEREUPON, Defendant's Exhibit Nos. 21 and 22 were
6 marked for identification only.)

7 MR. WEDLAKE: Okay. So the next thing I'd like to
8 present is Exhibit No. 10. As has come out in testimony
9 previously, I did not send any invoices to any members.
10 And as you can plainly see, here's an invoice sent to the
11 Woodington homeowners from the board with an amount that
12 is related to what has been claimed to be damages by the
13 Plaintiffs, Woodington HOA. Another one, a hundred
14 dollars assessed by Woodington HOA, not by me. Okay. And
15 another one, 250, additional 50 for assessment, sent by
16 Woodington HOA, not by me.

17 Okay. So as we just saw, I didn't bring, cause, nor
18 assess any fees which has been imposed on Plaintiffs.

19 So here's Defendant's Exhibit No. 11. There again, I
20 stated to the board that, look, I dismissed my court cases
21 with the intent to save members from more legal fees --
22 more legal fees.

23 And then there's some other discussion here. But --
24 avoid more unnecessary legal fees was my thrust to the
25 board here as shown in this exhibit. Okay. So I tried

1 several times to have the board eliminate -- or try to
2 eliminate the legal fees and was ignored.

3 All right. So let's see. This is another sample,
4 Defendant's Exhibit No. 12. Again, I asked them to meet
5 with me to discuss legal fees. And my feeling was that
6 the board should have stayed on top of this to authorize
7 payments for legal fees as they incurred. And I was never
8 clear that that happened.

9 And, again, the member approval thing for 1,500.
10 And, actually, this was a request from their counsel that
11 she wanted an answer by March 5th -- March 3rd. And I
12 suggested, again, that would it be better if they want to
13 try to hash it together without litigation and court fees
14 by a mediator. Never happened.

15 So same here now. Defendant's Exhibit No. 13. Okay.
16 So the board opened the legal fees floodgate without
17 meeting with me to try to avoid that. I requested more
18 than once. And I suggested to them that they keep track
19 of this by making sure prior approval is given before more
20 legal fees were expended. And then at that time, my
21 understanding was the 2020 board acknowledged the \$1,500
22 limit. But, basically, they ignored it subsequently.

23 Okay. And I tried to -- Defendant's Exhibit No. 14.
24 I tried to encourage the board to provide information and,
25 you know, hopefully, be more aware. And, again, just try

1 to stay on top of the situation for legal fees. See, I
2 suggested an approval on a per instance and per hour basis
3 so that there would be prior approval so that legal fees
4 wouldn't be incurred just, you know, as a due course of
5 events.

6 And this was one other thing that I kind of indicated
7 before that the 2017 board came into the annual meeting
8 disclaiming there were any legal fees to have a later
9 invoice be received by the board. So there was intent to
10 try to pull the mask over the members eyes so they weren't
11 aware that what I was telling them all along was true.
12 That this was happening and everybody needed to be aware
13 and take action against it, but it never happened.

14 Okay. I think that's the thrust of this exhibit.
15 However, I reiterated here that the covenants don't allow
16 the board to assess legal fees. And that exhibit I showed
17 earlier, I think, proved that.

18 Let's see. Okay. I guess -- I guess that's it here,
19 except I'd like to highlight that -- and I believe
20 Ms. Craigo referred to this in her testimony that they
21 went by one day while I was at my mailbox. And I
22 suggested to them that the law firm was continuing to run
23 up the legal fee bill. And this is what came back at me.
24 We hope they run up their bill a lot more. So that was
25 the board's attitude. That's what they hoped, that the

1 legal bill kept mounting against all my efforts to try to
2 restrict and/or stop additional legal fees.

3 I even went so far then as to -- Defendant's Exhibit
4 No. 15. So I, actually, suggested to them, well, look,
5 why don't we make some ground rules here and agree now to
6 settle to avoid more legal fees. And that was the intent,
7 as you see plainly stated here. And I asked them to
8 review and to enter into this agreement to avoid more
9 legal fees with the intent to, again, stop accumulation of
10 more legal fees.

11 All right. So the agreement was proposed. And I
12 won't go into the details, but this is the beginning of
13 the proposal. And no reason to go into the details
14 because it never happened. The board wouldn't hear of it.
15 They went right along and had the legal fees continue to
16 accumulate. So with that knowledge, now, I asked them on
17 Defendant's Exhibit No. 16 to attempt to mitigate damages
18 from the mounting legal fees.

19 And just some details here. But I very plainly asked
20 the board to take action to attempt to mitigate damages
21 that were, otherwise, occurring. I suggested that this
22 was, indeed, negligence by the board to maintain a
23 position of this nature referring to a duty of care and
24 duty of loyalty that, I believe, is the fiduciary duty of
25 the board.

1 And they never would send me any information about it
2 so I could be aware of what was happening. And they
3 wanted to keep it all secret, totally under their control,
4 which, as in the previous exhibit, they hoped that legal
5 fees would kept mounting.

6 So Defendant's Exhibit No. 17. There we go. So I
7 intended to refresh their memory that I made many attempts
8 to try to mitigate damages, but they ignored them all. So
9 I, actually, listed out to them there was 13 previous
10 attempts to mitigate damages to limit these legal fees.
11 They're listed. And, again, I asked them to consider
12 mediation if they wouldn't talk to me, which they
13 wouldn't, never happened.

14 Defendant Exhibit No. 18, I tried, again, to inform
15 the members that legal fees were mounting and being hidden
16 from them. And that was the deal. The board just went
17 merely along and incurred these fees and decided that,
18 well, then the members were going to pay for them. And
19 that was the deal here, accumulating legal fees, being
20 kept secret, and run up the bill without the required
21 member approval, showing the bylaws provision there.

22 Okay. Let's see. Nothing of particular interest, I
23 guess, after that. But same theme, you know, we got to
24 work together to stop the legal fees. It never happened.

25 Okay. So I need to get reoriented now. I think I've

1 covered what I intended with one last exhibit now. Let me
2 see. Did I miss something or skip something? I got that,
3 got that.

4 As I think came out in the previous testimony,
5 particularly, with regard to mitigating damages that it's
6 clear that I had no control over the actions of the board.
7 And I believe that I can't vicariously be held liable for
8 their actions since they're an independent third party.
9 And, again, I had no control over the board.

10 Okay. So this is one final piece now. I informed
11 members as well -- Defendant's Exhibit No. 19 -- very
12 explicitly to not pay for the assessments that -- demanded
13 by the board. And I stated that, you know, look, no
14 member should pay this. Okay. I suggested that if they
15 didn't believe me that they check the covenants, which is
16 very clear. The board can't do what they did. There's a
17 \$1,500 limit.

18 Okay. Some other details here, which I won't bother
19 to continue to bore the jury with, but there they are.
20 Telling the members, bottom line, do not pay it. So the
21 situation was that the members who decided to pay did so
22 of their own free will against my advice to them that they
23 not do that. And now, they've come with this lawsuit to
24 try to claim that they paid it, that I caused them to pay
25 it. And that I should be held liable for the damage that

1 I caused when, indeed, it was they themselves that decided
2 to do that against my advice and suggestion to them that
3 they not do that.

4 All right. So I think that's all I have, Your Honor.
5 But I need to catch up with other testimony to potentially
6 prepare some more stuff, though, for tomorrow.

7 THE COURT: You need to continue on today.

8 MR. WEDLAKE: Well, I'm not prepared to do so at this
9 time.

10 THE COURT: Well, but this is your opportunity to do
11 it.

12 MR. WEDLAKE: Yeah. So --

13 THE COURT: If you're resting, then it's time for
14 cross-examination -- or not resting, but if you're
15 through.

16 MR. WEDLAKE: I am through with what I intended to
17 present.

18 THE COURT: Anything else you want to testify about?

19 MR. WEDLAKE: This is all I had prepared.

20 THE COURT: That wasn't my question. This is your
21 opportunity. I'm not going to -- I mean...

22 MR. WEDLAKE: No. There's nothing more I have
23 prepared to testify about.

24 THE COURT: Okay. Do you want to -- now, if we start
25 cross-examination, you're not going to get another

1 opportunity to provide your testimony.

2 MR. WEDLAKE: Well, from the Plaintiff's side there
3 was examination, cross-examination, and redirect.

4 THE COURT: Right.

5 MR. WEDLAKE: That doesn't apply in this instance?

6 THE COURT: But your redirect can only relate to
7 things she cross-examines you on. It can't be on any new
8 information.

9 MR. WEDLAKE: Yes. I think I understand that.

10 THE COURT: Okay.

11 MR. WEDLAKE: But, see, being the age that I am, I
12 can't remember stuff unless I write it down, particularly
13 when there's whole bunches of stuff. So if you would
14 allow me just to make those notes at the witness stand and
15 any cross-examination so that I can be -- I can remember
16 for any redirect.

17 THE COURT: Are you ready to cross?

18 MS. O'BRIAN: Yes, Your Honor.

19 THE COURT: So you're ready -- you're through with
20 your direct testimony?

21 MR. WEDLAKE: Yes, Your Honor.

22 THE COURT: All right. Then we'll -- is it going to
23 be very lengthy?

24 MS. O'BRIAN: I don't think so.

25 THE COURT: All right. Then why don't you come up

1 here.

2 MR. WEDLAKE: And may I make notes, please?

3 THE COURT: As long as it doesn't -- I mean, we're
4 not going -- I'm not going to let you take extra time. If
5 you can do it contemporaneously. I'm not going to let you
6 after each question make a note, in other words.

7 MR. WEDLAKE: Well, it would be only things for --

8 THE COURT: Well, you can make notes after the
9 testimony.

10 MR. WEDLAKE: Well, that's the thing, I can't
11 remember.

12 THE COURT: You're not that much older than me.

13 All right. Come on.

14 MS. O'BRIAN: Is this the stack of exhibits?

15 MR. WEDLAKE: Yes.

16 MS. O'BRIAN: I just don't want to be snatching
17 things off of his table, but I do want to reference a
18 couple of things.

19 THE COURT: Let me -- with it being 25 until -- until
20 5:00 --

21 MS. O'BRIAN: I think I can wrap it up.

22 THE COURT: Okay.

23 MS. O'BRIAN: I just need to find this one document.

24 THE COURT: I wasn't trying to rush you. I was
25 just --

1 MS. O'BRIAN: No. I completely understand.

2 CROSS-EXAMINATION

3 BY MS. O'BRIAN:

4 Q Mr. Wedlake, I'm going to hand you these two
5 documents that were entered as Defendant's Exhibit Nos. 4
6 and 14.

7 Defendant's Exhibit No. 4, you testified that this
8 was after the meeting at the fire station that you had
9 with the board members. And you drafted up a preliminary
10 draft of the minutes for that meeting; is that correct?

11 A That's what this document is.

12 Q Okay. So you were the one that wrote this. Did
13 anyone else write this document?

14 A Since it was a preliminary draft, I didn't sign my
15 name. But this was presented to the board for their
16 comment and review with the intent to have a final set of
17 minutes that were approved by both parties.

18 Q Okay. But this was -- this Exhibit No. 4 was just
19 your opinions and notes; is that right?

20 A It's labeled preliminary. And that's why it's
21 labeled preliminary. But I gave my understanding of the
22 board's position and my position --

23 Q So is this --

24 A -- desire that they would come back and say, yes,
25 this was good for their position or, no, it was not good

1 for their position. But they did nothing after this
2 meeting.

3 Q Okay. So I understand you're saying that the board
4 did not contribute to this and this was only yours?

5 A This was the result of minutes from the meeting where
6 they had an opportunity to come back to comment on this
7 draft and clarify if I indicated their position
8 improperly.

9 Q Okay. As to Defendant's Exhibit No. 14, on the
10 second page, you talked about a conversation that you had
11 in the neighborhood with the Craigos; is that right?

12 A There is an appendix on Page 2.

13 Q And, again, this is something that -- that you wrote;
14 right?

15 A There again, this was presented to them as you can
16 see on May 10, sent to the Woodington board.

17 Q So that didn't answer my question. Did you write
18 this?

19 A This is a summary of the interaction that took place
20 at my mailbox at that time.

21 Q Did this summary just appear out of thin air or did
22 you write this summary?

23 A It is right here in the appendix.

24 Q Who wrote the summary, Mr. Wedlake?

25 A This is my letter to the board of May 10th, 2020.

1 Q Okay. You talked in your testimony about the case
2 captions for these various lawsuits that you filed. Who
3 did you intend to sue?

4 A The case captions, as I think I testified to, were on
5 the advice of my attorney at the time. And I simply
6 followed his advice.

7 Q Okay. And I'm not asking about that. I'm asking
8 your intention. Who did you intend to sue?

9 A I testified to the fact that all the cases showed the
10 board of Woodington Homeowners Association.

11 Q Do you understand that the board is not a separate
12 entity from the homeowners association?

13 A Is that a question for me?

14 Q Yes.

15 A The board is the governing body of the homeowners
16 association.

17 Q And, in fact, in several letters that you wrote, you
18 stated that it was the board members themselves that you
19 named as defendants; isn't that right?

20 A I don't believe that's correct, no. If so, that was
21 a mistake and not intended.

22 MS. O'BRIAN: All right. Your Honor, may I approach
23 with what's been previously marked as Plaintiff's Exhibit
24 No. 5?

25 THE COURT: That was not -- that was one that --

1 MS. O'BRIAN: It has not been admitted, correct.

2 BY MS. O'BRIAN:

3 Q All right. Mr. Wedlake, I'm handing you what's been
4 marked as Plaintiff's Exhibit No. 5. I think we've
5 referred to it a couple of times throughout this trial,
6 but it hasn't been admitted yet. Is this a series of
7 letters you wrote to the homeowners association, directors
8 of the board, and members of the HOA?

9 A So I see one of May 30 directors of the board, March
10 26th members of the HOA. What else?

11 Q These are your letters?

12 A So my signature appears on the May 30 to the -- the
13 board. And my signature appears on March 26th to the
14 members.

15 MS. O'BRIAN: Your Honor, I'd move this into evidence
16 as Plaintiff's Exhibit No. 5.

17 THE COURT: Do you have any objection?

18 MR. WEDLAKE: Well, I'm not clear on the relevance of
19 this at this time, Your Honor.

20 THE COURT: Okay. You verified it was authentic. So
21 I will allow it in as Plaintiff's Exhibit No. 5.

22 MR. WEDLAKE: Noting my objection to relevance, please.

23 THE COURT: Yes.

24 (WHEREUPON, Plaintiff's Exhibit No. 5 was admitted into
25 evidence.)

1 BY MS. O'BRIAN:

2 Q If you'll hand that to me, I'm going to put it up
3 here so you can see it, as well as everyone else.

4 All right. So, as you mentioned, this was a letter
5 that you wrote on May 30th of 2018; is that correct?

6 A That's what it shows.

7 Q Okay. And it, also, shows you state, Significant
8 legal expenses were incurred by the 2017 board in
9 defending themselves, not defending the WHOA as the named
10 defendants; is that right?

11 A The intent of that statement is that it was not the
12 members of the WHOA that the board was defending.

13 Q And I'm not asking for the intent behind it. I'm
14 asking, specifically, did you state that it was the board
15 in defending themselves as the named defendants?

16 A That is what I see in this exhibit. But I believe
17 that to be a misrepresentation of intent.

18 Q Okay. You, also, wrote, The 2017 board members legal
19 expenses. Again, it just refers to their expenses; is
20 that right?

21 A That is the 2017 board.

22 Q And you assert in this letter that the Defendants --
23 the 2017 board defendants cannot bill the HOA since MTB --
24 and just to clarify that that's the law firms expenses --
25 are the responsibility of defendants; is that right?

1 A That means, again, they cannot bill the WHOA members
2 in their action as a 2017 board.

3 Q Because as you claim here -- you claim it's the
4 responsibility of those individuals that you've sued?

5 A It says 2017 board. And I might remind everyone here
6 that my cases were brought for nominal damages.

7 MR. WEDLAKE: If I may, Your Honor, is there a point
8 to this that is relevant to this case?

9 THE COURT: You're to answer questions on
10 cross-examination.

11 MR. WEDLAKE: Well, see, if I had an attorney out
12 there, he could object to this.

13 THE COURT: I mean, you can object as well.

14 MR. WEDLAKE: Well, that was the nature of what I
15 thought I just said.

16 THE COURT: Well, it was after the fact, so.

17 MR. WEDLAKE: It seems like it is pointless
18 examination here, from my perspective.

19 THE COURT: You may proceed.

20 MS. O'BRIAN: Thank you, Your Honor.

21 BY MS. O'BRIAN:

22 Q Mr. Wedlake, did you reach out to State Farm about
23 the insurance covering the board of directors for the
24 Woodington HOA?

25 A I had included them in a lawsuit that was brought in

1 magistrate's court, if that's what you're asking.

2 Q No. I'm asking, actually, before that, you had
3 reached out to them and told them not to cover the
4 individuals you named as defendants, didn't you?

5 A I don't believe that's an accurate statement.

6 Q Did you contact State Farm about the insurance
7 coverage for the prior lawsuits you had brought?

8 A I had pointed out to them what the contract said.

9 Q So you did contact State Farm?

10 A I pointed out to them what the contract said.

11 Q And you tried to get them not to cover the cost of
12 defense for your lawsuits?

13 A It was contrary to what the contract read, in my
14 opinion, which was what I had approached them about.

15 MS. O'BRIAN: Okay. I don't have any further
16 questions, Your Honor.

17 THE COURT: All right. You can have any redirect
18 testimony on the topics that were covered in
19 cross-examination.

20 MR. WEDLAKE: I don't think so, Your Honor.

21 Thank you.

22 THE COURT: All right. You may step down.

23 All right. At this time, ladies and gentlemen, we'll
24 go ahead and break. So don't discuss the case. Don't do
25 any type of research about the case. Don't pay any

1 attention to any media coverage. And if anybody should
2 contact you, other than somebody from the clerk's office,
3 please, let the bailiffs know.

4 Otherwise, have a good evening. And we'll see you in
5 the morning.

6 UNIDENTIFIED JUROR: At 9:30?

7 THE COURT: 9:30, yes.

8 Does 9:30 still work for everybody?

9 (WHEREUPON, the jurors indicated in the affirmative.)

10 (WHEREUPON, the jury was excused from open court at
11 approximately 4:51 p.m.)

12 THE COURT: All right. Just for planning purposes,
13 you don't -- I'm not trying to -- how much -- how many
14 additional witnesses? Do you know? Do you have any
15 additional witnesses?

16 MR. WEDLAKE: I will not be calling any other
17 witnesses.

18 THE COURT: Any reply?

19 MS. O'BRIAN: Not that I'm aware of, Your Honor.
20 I -- I'd like to think on that just to be sure, but I
21 don't think so.

22 THE COURT: All right. Well, we'll be going to the
23 jury tomorrow morning then.

24 MS. O'BRIAN: One item I did want to address with the
25 Court is --

1 THE COURT: Hey. Have they left yet?

2 THE BAILIFF: No.

3 THE COURT: And the reason I'm saying that is I may
4 get them to come in a little bit later so that we can go
5 over the charge, and stuff.

6 MS. O'BRIAN: That's what I was going to ask about.

7 THE COURT: Tell them to hold on for just a minute.

8 THE BAILIFF: Okay.

9 THE COURT: So you're not going to be putting any
10 more evidence in?

11 MR. WEDLAKE: That's correct, Your Honor. But I do
12 have to prepare, I understand, a proposal for charges to
13 the jury.

14 THE COURT: Right. Will -- just -- okay. Yeah.
15 We'll need to -- I think...

16 MS. O'BRIAN: Because if we have motions --

17 THE COURT: We will have them come in at 10:30.

18 THE BAILIFF: Now, they said the earlier, the better.

19 THE COURT: Well --

20 THE BAILIFF: That's up to you, though.

21 THE COURT: I'll tell you what, I may get them to
22 come back in here so they know what's going on.

23 You have rested your case?

24 MR. WEDLAKE: That's correct, Your Honor.

25 MS. O'BRIAN: Can you give me one minute?

1 THE COURT: Tell them I may bring them back in for
2 just a second.

3 THE BAILIFF: Okay.

4 MS. O'BRIAN: One minute and I'll...

5 (Pause.)

6 MS. O'BRIAN: Okay. We're good, Your Honor.

7 THE COURT: I'm going to bring the jury back in for
8 just a minute.

9 This is what I'm going to tell them, Mr. Wedlake,
10 I'll ask you if you've rested, if you want to say that on
11 the record.

12 And you're not -- I'm going to ask you if you're
13 going to put forth any reply.

14 And then I will tell them because of the matters we
15 need to go over in the morning, I'll have them come in at
16 10:30. But we will be presenting the case to them.

17 MS. O'BRIAN: As far as preserving motions, I don't
18 have to do that --

19 THE COURT: No. We'll do that in the morning.

20 MS. O'BRIAN: I just want to make sure I'm not
21 skipping a step in there.

22 (WHEREUPON, the jury came into open court at
23 approximately 4:54 p.m.)

24 THE COURT: Good to see y'all again.

25 You know, after y'all stepped out, in talking with

1 counsel and the Defendant, Mr. Wedlake --

2 You have rested your case; is that correct?

3 MR. WEDLAKE: That's correct, Your Honor. I have
4 rested my case.

5 THE COURT: Okay. And then I believe you indicated
6 you do not have any reply?

7 MS. O'BRIAN: That's correct, Your Honor.

8 THE COURT: So, therefore, that is all the evidence
9 that will be presented to you. And the reason I wanted to
10 bring y'all back in and explain that is that means we're
11 going to be a little bit later in the morning because
12 there are things I have to go over with them, come up with
13 the charge, and, therefore, the case will be presented to
14 you tomorrow.

15 What we have left is we'll have closing arguments by
16 the attorney, Mr. Wedlake. And then we'll have -- I'll
17 charge you on the law. And then you'll begin your
18 deliberations.

19 So we will -- also, since that will definitely go
20 into lunchtime, we'll provide lunch for y'all tomorrow.
21 So just letting y'all know so y'all can make arrangements.
22 We'll provide lunch here for your deliberations.

23 So because of that, we'll start a little later
24 because we've got quite a few things to do. So I wanted
25 to make sure y'all understood why we were doing that just

1 so we weren't just, like, eating a late breakfast. See,
2 y'all can eat a late breakfast.

3 Okay. So 10:30. Otherwise, y'all are going to come
4 in here and sit back in your room for an hour, hour and a
5 half.

6 So all right. We'll see y'all at 10:30 in the
7 morning.

8 (WHEREUPON, the jury was excused from open court at
9 approximately 4:56 p.m.)

10 THE COURT: All right. The Defense has rested so
11 I'll hear any motions.

12 MOTIONS

13 MS. O'BRIAN: Yes, Your Honor. The Plaintiffs would
14 move for a directed verdict of involuntary nonsuit, as
15 Mr. Wedlake likes to call it, on the counterclaims. I'm
16 not aware of any evidence that was presented in support of
17 those. And, therefore, under the standards, I don't think
18 that's appropriate to be sent to the jury. In fact, it's
19 not even clear --

20 THE COURT: Well, let me ask you this -- I think in
21 addressing that at the beginning, Mr. Wedlake, at least,
22 you infer -- again, I'm not going to hold you to this.
23 You inferred that you were not going forward on your
24 counterclaims.

25 MR. WEDLAKE: That's correct.

1 THE COURT: All right. So you're not going -- you're
2 forfeiting your counterclaims at this time?

3 MR. WEDLAKE: That's correct, Your Honor.

4 THE COURT: All right. Well, then they will be --

5 MS. O'BRIAN: In light of that, I don't have any
6 motions.

7 THE COURT: I'll issue a Form 4 to that effect that
8 says they have been withdrawn.

9 Okay. Anything else from the Plaintiff?

10 MS. O'BRIAN: No, Your Honor.

11 THE COURT: Anything else from the Defendant at this
12 time at the close of all the evidence?

13 MR. WEDLAKE: Just procedural questions that don't
14 need to be on the record.

15 THE COURT: This is the time if you want to renew any
16 motions.

17 MR. WEDLAKE: No motions, Your Honor.

18 THE COURT: Okay. Now, as far as procedure tomorrow,
19 what we'll do is we'll go over -- make sure you e-mail
20 whatever charges that you want. I need them tonight so I
21 can look at them before we come in in the morning. We'll
22 go over the charge, what's to be presented to the jury.

23 Once -- and then y'all can put any objections or any
24 issues on the record. Then we'll have closing arguments.
25 Plaintiff has the opportunity under the rules to open in

1 full.

2 You will have the argument following that. And then
3 she has rebuttal argument following your argument.

4 So that's just the order of how the matter goes.

5 Okay. Anything else? You had a procedural question?

6 MR. WEDLAKE: You said e-mail that to your law clerk?

7 THE COURT: Yes.

8 MR. WEDLAKE: For the proposed charge for the jury?

9 THE COURT: Yes.

10 All right. Anything else from the Plaintiff?

11 MS. O'BRIAN: No, Your Honor.

12 THE COURT: Anything else from the Defendant?

13 MR. WEDLAKE: No, Your Honor.

14 THE COURT: Can y'all be here -- I've got -- I know
15 I'm meeting an officer that has a lot for me to do in the
16 morning. So 9:30, I think, should give us sufficient
17 time.

18 MS. O'BRIAN: That's fine by me.

19 THE COURT: All right.

20 (WHEREUPON, the proceedings were concluded at
21 approximately 4:59 p.m., to be reconvened on
22 Thursday, November 30, 2023.)
23
24
25

1 THURSDAY, NOVEMBER 30, 2023

2 THE COURT: I was trying to finalize the charge and the
3 verdict form. And I realized probably after we talk, I can
4 print the jury charge so that both sides -- it's not
5 expensive. Let me kind of go through what I've put in my
6 charge. And then I'll hear from both sides.

7 First, let's start off with -- a lot of it sounds a
8 lot like --

9 Mr. Wedlake, it sounds like stuff I told them at the
10 beginning of the trial.

11 General information, the difference between the
12 duties of the Judge and jury, the burden of proof on the
13 Plaintiff in this matter is by a preponderance of the
14 evidence. And I define that. I, also, state that when I
15 talk about the burden, I'll talk about there's, also -- if
16 the Plaintiff has claimed punitive damages and the burden
17 of proof on that would be by clear and convincing. And
18 I'll say that. I'll talk about that when I talk about
19 punitive damages.

20 Then I talk about direct and circumstantial evidence,
21 the difference between those, credibility of witnesses.
22 Then I get to the meat of the case. And that is abuse of
23 process. And I have --

24 Mr. Wedlake, have you seen the Plaintiff's proposed
25 charge for abuse of process?

1 MR. WEDLAKE: Yes, I have, Your Honor.

2 THE COURT: All right. Any objection to that as
3 being the applicable law?

4 MR. WEDLAKE: Well, I had cited in my proposed charge
5 other applicable laws.

6 THE COURT: Your charge was more of an argument and
7 not a charge. I mean, what -- all I'm supposed to do to
8 charge the jury is tell them the elements of the abuse of
9 process. And this is the abuse of process as established
10 by our case law.

11 So what do you --

12 MR. WEDLAKE: Well, as you pointed out to me during
13 the course of the trial, I could not reference the law,
14 which the whole point of my arguments here to the jury in
15 this trial has been that the board's actions were both
16 unlawful and illegal. And without the supporting law
17 to -- to reference there, those arguments are kind of
18 speeches.

19 THE COURT: Well, the whole -- I mean, all those have
20 been litigated over the previous six and seven -- I mean,
21 actions. So I'm not going to -- we're not going to
22 relitigate all that that's already been tried and an order
23 issued in previous matters.

24 MR. WEDLAKE: Well, again, that's stuff unknown to
25 the jury.

1 THE COURT: But -- I mean, what I'm going to do is
2 read to them the elements of abuse of process. And then
3 they're to determine whether the facts of this case fit
4 within that. I mean, I received your -- your proposed
5 charge. And to protect yourself, if you want to make it
6 an exhibit of the Court, then you need to have it marked
7 with the court reporter.

8 MR. WEDLAKE: Yes. Now, I did not print it at this
9 time, Your Honor.

10 THE COURT: Well, it may be difficult to -- to have
11 it marked as an exhibit.

12 MR. WEDLAKE: Well, you're in possession and your law
13 clerk --

14 THE COURT: I'm not the court reporter. I'm not
15 printing your documents. And it's up to you to put
16 whatever you want to do to protect the record, your
17 record.

18 MR. WEDLAKE: So I could do that at any time after,
19 though; right?

20 THE COURT: Yeah. And I'll let you -- you can -- I
21 mean, prior to the jury coming back. I, mean, you need to
22 do that -- you need to do that this morning.

23 MR. WEDLAKE: Well, you know, I can act to have a
24 printed copy to give to the court reporter. But without
25 having the time to do that, that can't happen.

1 THE COURT: Well, you need to do -- to present it as
2 soon as possible.

3 MR. WEDLAKE: Well, we were going to break at 11:00
4 today; is that right?

5 THE COURT: It will already have -- the jury will
6 have the case. When we break, the jury will be
7 deliberating.

8 MR. WEDLAKE: Is that still sufficient time then to
9 have, perhaps, the court clerk print it?

10 THE COURT: The clerk is not going to print 180 pages
11 of your jury charge. That's how much it was, or something
12 to that effect.

13 MR. WEDLAKE: Well, I think there's confusion, Your
14 Honor.

15 THE COURT: Well, there's been a lot of that.

16 THE LAW CLERK: 88.

17 THE COURT: 88 pages. Excuse me.

18 MR. WEDLAKE: Well, that's with all the exhibits;
19 correct?

20 THE COURT: That's everything you sent as your
21 proposed charge.

22 MR. WEDLAKE: Well, again, I'm a little confused in
23 that the -- you know, without the law being made known to
24 the jury, they don't really have any basis on which
25 to make a judgment on that.

1 THE COURT: Well, I mean, you can print whatever you
2 feel is appropriate. You can mark it and put it in the
3 record.

4 MR. WEDLAKE: All right. So I will do that at the
5 earliest opportunity.

6 THE COURT: Then the actual damages, do you have any
7 objections to their actual damages as not being the
8 applicable law?

9 MR. WEDLAKE: Well, unless I was asleep, I don't
10 think I understood what they, actually, want for damages.
11 So there's no figure in my mind.

12 THE COURT: I think they've put in all those
13 attorney's fees.

14 MS. O'BRIAN: Do you want me to respond to that or --

15 THE COURT: In fact, you, actually, put in one of
16 them for them.

17 MR. WEDLAKE: Well, as I read the proposed charge
18 from Ms. O'Brian, it said that there has to be a -- you
19 know, a clear value or estimated value given to the
20 jurors.

21 THE COURT: Well, I think they've got two
22 spreadsheets. The spreadsheets cover that. And you,
23 actually, put one in. You put the \$53,000 invoice in.
24 That's -- that supported their damages.

25 MR. WEDLAKE: Well, there's additional things that

1 they're going to want was my impression, Your Honor.

2 THE COURT: Well, I mean, this is just a general
3 thing on damages.

4 And then I've got punitive damages, which is a little
5 bit different than yours. But it's a basic one.

6 MS. O'BRIAN: Okay.

7 THE COURT: All right. And then I -- here's the
8 verdict form.

9 Are you still seeking punitive damages?

10 MS. O'BRIAN: Yes, Your Honor.

11 MR. WEDLAKE: So this document is just for
12 information. I don't have to do anything with this?

13 THE COURT: No. This is what will be presented to
14 the jury.

15 MR. WEDLAKE: Yeah.

16 THE COURT: I just wanted you to see it and see if
17 you had any objections or anything you wanted to put on
18 the record about it?

19 MR. WEDLAKE: No objections, nor anything for the
20 record on this verdict form, Your Honor.

21 THE COURT: All right. From the Plaintiff?

22 MS. O'BRIAN: No objections, Your Honor.

23 THE COURT: All right. Anything else you want to put
24 in on the charge? I'll print it here in a minute and
25 y'all can have a copy of it.

1 (WHEREUPON, there was no response.)

2 THE COURT: Anything else you want to present as far
3 as the charge goes, Mr. Wedlake?

4 MR. WEDLAKE: Well, that was the discussion we had
5 where I'll print the proposed jury charge to give to the
6 court reporter; correct?

7 THE COURT: Okay. Let me print out what I have and
8 then I'll present it to you all.

9 (WHEREUPON, a break was taken.)

10 THE COURT: All right. Mr. Wedlake, I think I owe
11 you an apology. I looked back through your submissions.
12 Most of what you sent me were exhibits for the trial.

13 MR. WEDLAKE: Well, none of that was admitted or
14 spoken to during the trial.

15 THE COURT: But that's not part of a jury charge.
16 And that's what threw me off. I looked through there and
17 there was 88 pages of stuff that is not a jury charge or
18 law that relates to what I would charge to the jury.

19 MR. WEDLAKE: Well, as I stated earlier, Your Honor,
20 the specific laws that I put in that document --

21 THE COURT: Well, what was the -- what was the
22 transcript?

23 MR. WEDLAKE: Yes. Well, that was --

24 THE COURT: That's not a charge. That is not the law
25 of this state. A jury charge is the law of this state

1 that I have to tell the jury.

2 So I think you were a little confused. And I
3 realize -- I think the only -- I mean, I printed your
4 first page. But your first page says, Proposed Charge.

5 Is that --

6 MR. WEDLAKE: That was the intent of what I thought I
7 put in that document.

8 THE COURT: I guess -- I think you were a little
9 confused what a jury charge is.

10 MR. WEDLAKE: Well, as you know, Your Honor, I'm not
11 an attorney.

12 THE COURT: But you're held to the same standard.

13 MR. WEDLAKE: Yes, sir.

14 THE COURT: It's your choice whether to have an
15 attorney or not. So you're held to the same standard as
16 an attorney.

17 I will give you -- I printed the first five pages.
18 And if you want to put this in or add anything else, I
19 mean, it's up to you. But it said, Proposed Charge and
20 then has exhibits. And exhibits are not charges. They
21 have nothing to do with a jury charge. Those are things
22 that you propose to put in during the trial that are ruled
23 on at that point. And the ones that were presented were
24 marked. But that's not the jury charge.

25 MR. WEDLAKE: Well, all of those things I was

1 precluded from bringing --

2 THE COURT: Right. But I'm just saying that is not a
3 jury charge. And that's what we're talking about now.
4 We've already gone over the evidence. So I don't know
5 what you want to mark. I've printed your first five
6 pages. I'll be -- you can do with it whatever you want
7 to.

8 MR. WEDLAKE: Well, I had made note to print that
9 document and record it with the court reporter. So that
10 will help me.

11 THE COURT: Well, are you going to print all that and
12 put it with the court reporter?

13 MR. WEDLAKE: Well --

14 THE COURT: That is not a jury charge. A charge is a
15 law, a statute, or a case that says this is the law.
16 Evidence that you tried to put in during the trial is
17 not -- this is not the time to do that. That was during
18 the trial.

19 MR. WEDLAKE: Well, again, Your Honor, I was
20 prohibited from --

21 THE COURT: Well, I know that. But that doesn't mean
22 you can put them in the jury charge.

23 MR. WEDLAKE: So the proper process to make the
24 statutory law known to the jury would be what then,
25 please?

1 THE COURT: Well, I've ruled that that does not apply
2 in this matter.

3 MR. WEDLAKE: Would you, please, note on the record
4 my objection to that position?

5 THE COURT: Right. And what statute particularly are
6 you referring to?

7 MR. WEDLAKE: There in the exhibits -- I'd have to
8 refresh my memory on the labels on the exhibits. But it's
9 the one for 830(a)(1)(2) and (3) -- Section
10 33-31-830(a)(1)(2) and (3).

11 THE COURT: All right. I'm giving you whatever -- I
12 guess I've totally misunderstood what you've sent me and
13 don't understand it. But I've given you the first five
14 pages and do with it whatever you want to do with it.

15 MR. WEDLAKE: Well, I had requested earlier to have a
16 chance to print the pertinent matter. And I think we had
17 agreed that I could do that later and submit that to the
18 court reporter.

19 THE COURT: All right. But I think beforehand you
20 need to, at least, tell me what statute that you want to
21 put in here to preserve your rights.

22 Any other ones other than the ones you just
23 mentioned?

24 MR. WEDLAKE: Yeah. So there was, also, 33-31-831.

25 THE COURT: Okay.

1 MR. WEDLAKE: I would have to check through this
2 document. So may I take the time to do that then to
3 answer your question properly?

4 THE COURT: Well, I'm not -- you're not answering my
5 question. You can do whatever you want to. I'm just
6 saying this is the time in the next two minutes to
7 preserve your record with a jury charge.

8 MR. WEDLAKE: Well, that's what was entered as
9 exhibits in this matter --

10 THE COURT: No. You've got stuff -- a transcript of
11 record is in here. You've got all these documents which
12 are not even related to --

13 MR. WEDLAKE: Yes. I now understand. I will only
14 focus on the statutory law. And I believe that's what I
15 started to answer relative to your question. But I
16 will --

17 THE COURT: Well, look through it right quick so you
18 can put it on the record.

19 MR. WEDLAKE: Okay. And that's --

20 THE COURT: That should just take you --

21 MR. WEDLAKE: That's what I would like to do.

22 Thank you very much.

23 MS. O'BRIAN: Your Honor, I, certainly, want to give
24 him time without having to think about multiple things,
25 but I do have one requested change.

1 THE COURT: Okay.

2 MR. WEDLAKE: All right. The other is Section
3 33-31-140. And that was an exhibit cited here.

4 THE COURT: Okay. You said the other was 33-31-830?

5 MR. WEDLAKE: I'm coming down to tell you exactly and
6 specifically. So we're getting there. And I cited to you
7 already 33-31-830(a)(1) through (3).

8 THE COURT: Okay.

9 MR. WEDLAKE: And there is, also, a reference to a
10 33-31-803(a)(b) and, also, 33-31-811.

11 THE COURT: Do you have copies of the statutes, or
12 are you just citing them?

13 MR. WEDLAKE: They are in excerpt form for the
14 section in exhibits in this --

15 THE COURT: So you don't have -- you don't, actually,
16 have the statute, except something you printed in your
17 argument document?

18 MR. WEDLAKE: That's correct.

19 THE COURT: Okay. And all of those relate to boards,
20 and non-profits, and homeowner associations; correct?

21 MR. WEDLAKE: Yes.

22 THE COURT: And as I indicated previously, those were
23 matters litigated in the previous matters. And I find
24 they're not appropriate in an abuse of process action, so.

25 All right. You said you had -- is this something to

1 do with the charge?

2 MS. O'BRIAN: Yes, Your Honor. In the proposed
3 charge that I provided related to punitive damages, the
4 next to last paragraph, I would propose that be inserted
5 before the factors for awarding punitive damages.

6 And the reason behind that, it talks about if you
7 find that the Plaintiffs are entitled to recover actual
8 damages -- or sorry. Excuse me. If you find that there
9 is the willful, wanton, or reckless, or malicious conduct
10 per the clear and convincing standard, then it is not only
11 the ability of the jury to provide punitive damages, but
12 it is recoverable as a matter of right. That it is the
13 duty of the jury to award those punitive damages. That's
14 supported by Sample vs. Gulf Refining Company. It's a
15 1937 case. The cite is 183 S.C. 399.

16 I believe in the authorities that I provided, there's
17 a case from 1986, Court of Appeals for South Carolina,
18 Broom vs. Southeastern Highway Contracting Co. That case
19 cite is 291 S.C. 93.

20 And in that case, they cite to the Sample vs. Gulf
21 Refining case stating in South Carolina, unlike most
22 jurisdictions, the award of punitive damages does not rest
23 with the discretion of the jury, but is recoverable as a
24 matter of right. When under proper allegations, the
25 Plaintiff proves a willful, wanton, reckless, or malicious

1 violation of his rights, it's not only the right, but the
2 duty of the jury to award punitive damages.

3 THE COURT: And that is your second -- second to the
4 last --

5 MS. O'BRIAN: Second to last.

6 THE COURT: -- paragraph of your proposed charge?

7 MS. O'BRIAN: Correct.

8 THE COURT: All right. Mr. Wedlake, do you have any
9 response to that?

10 MR. WEDLAKE: Well, I think, Your Honor, I really
11 didn't understand much of it. I thought the point was
12 for -- this document that you gave us now for charge was
13 that she just wanted you to reorder some content in it.

14 THE COURT: No. She had made a proposed -- her
15 proposed charge for punitive damages. I put a different
16 one in there. And she just added that, the second to last
17 paragraph that she -- on her proposed that says -- let me
18 just read, When a Plaintiff proves by clear and convincing
19 evidence a willful, wanton, reckless, or malicious
20 violation of his rights, it's not only the right, but the
21 duty of the jury to award punitive damages.

22 Accordingly, if you should find the Plaintiffs are
23 entitled to recover punitive damages in addition to actual
24 damages, it would be your duty to include such damages in
25 your verdict and award such amount as you deem reasonable

1 and proper in light of the facts and circumstances.

2 That's the provision you want to add in there?

3 MS. O'BRIAN: Yes, Your Honor.

4 THE COURT: And that is the appropriate law. It
5 wasn't in my regular charge.

6 But any comment or objection to that?

7 MR. WEDLAKE: Well, I don't think what has happened
8 in the trial meets the necessary criteria. So that would
9 be my objection, that if it's put in, it's kind of
10 contrary to what it says.

11 THE COURT: Well, that will be up to the jury to
12 decide whether they have proven or not. So I'll add that
13 provision in there.

14 MS. O'BRIAN: Thank you, Your Honor.

15 THE COURT: Anything else from the Plaintiff before
16 we bring the jury in?

17 MS. O'BRIAN: One other housekeeping matter.

18 THE COURT: Yes.

19 MS. O'BRIAN: But not related to the jury charges. I
20 would like to use just for demonstrative purposes this
21 PowerPoint slide for my closing argument. And I can
22 provide a copy.

23 THE COURT: I mean, as long as -- I'm sure it covers
24 the -- are you going to use the podium? Do you want to
25 move the podium?

1 MS. O'BRIAN: I'll probably move that and get set up
2 before -- or while they're being called.

3 THE COURT: Well, make sure we've got everything set
4 up.

5 MS. O'BRIAN: I just wanted to make sure.

6 THE COURT: Are you going to put it -- use the doc
7 cam or your computer?

8 MS. O'BRIAN: I was going to use my computer.

9 THE COURT: Let's make sure we've got everything --

10 MS. O'BRIAN: I say my computer, I was going to the
11 use Chloe's computer.

12 THE COURT: That's fine.

13 MS. O'BRIAN: Everybody knows she's really the one
14 running the show over here.

15 MR. WEDLAKE: So, Your Honor, if I understood, this
16 is just presented in part of her closing argument?

17 THE COURT: Yes, a summary. It's demonstrative.
18 It's not a piece of evidence. It's just her summary. It
19 will not go back to the jury.

20 MR. WEDLAKE: It is presented in closing argument?

21 THE COURT: Right.

22 MR. WEDLAKE: So it is seen by the jury?

23 THE COURT: It's seen by the jury. But it's not
24 evidence and does not go back with them to the jury room.

25 All right. So the order again, Plaintiff opens in

1 full. Then you have your closing argument. And then they
2 have brief rebuttal. And then at that point, I will
3 charge the jury.

4 All right. Do you want to move whatever around?

5 MS. O'BRIAN: Yes, Your Honor.

6 One other matter that may be worth covering before
7 the jury comes in -- just for clarity, I know Mr. Wedlake
8 is pro se -- is that no new evidence can be mentioned in
9 closing arguments.

10 THE COURT: Right. And that's a good point.

11 Mr. Wedlake, during closing arguments, you cannot
12 present any evidence -- the evidence that was ruled
13 inadmissible, that's not something you can present to the
14 jury at this time. You can only talk about information
15 that was properly admitted. Okay.

16 MR. WEDLAKE: I understand that.

17 Thank you, Your Honor.

18 Did I cite to you before Section 33-31-801(c)?

19 THE COURT: I think you did, yes.

20 All right. And just to let you know so it doesn't
21 throw you off, I, actually, come down there for my charge
22 as well.

23 MS. O'BRIAN: Okay.

24 THE COURT: And I will use your doc cam to show the
25 jury the verdict form.

1 MS. O'BRIAN: All right.

2 THE COURT: All right. The Plaintiff is ready for
3 the jury?

4 MS. O'BRIAN: Yes, Your Honor.

5 THE COURT: Mr. Wedlake, are you ready for the jury?

6 MR. WEDLAKE: Yes, Your Honor.

7 THE COURT: All right. Bring the jury in.

8 (WHEREUPON, the jury came into open court at
9 approximately 10:46 a.m.)

10 THE COURT: All right. Ladies and gentlemen, I'm
11 sorry about a little bit of delay. But I think we are now
12 ready to go to the final stages of the trial.

13 Now, we'll have closing arguments by the attorneys.
14 The Plaintiff has the burden of proof, so they get the
15 first argument and they have to open in full. Then the
16 Defendant, Mr. Wedlake, will present his closing argument.
17 And under our rules, then the Plaintiff will have an
18 opportunity for a rebuttal argument.

19 After that, we will -- I will charge you on the law,
20 give you the law that applies to this case. And then you
21 can go back and, finally, begin discussing the case.

22 So, at this point, I'll turn it over to Ms. O'Brian
23 for her closing argument.

24 CLOSING ARGUMENTS

25 MS. O'BRIAN: Thank you, Your Honor.

1 May it please the Court.

2 Good morning, ladies and gentlemen of the jury.

3 For a lot over the past two days, this has been
4 something that my clients have been living with for
5 six years, six years.

6 And, Your Honor, do we have the screen up where they
7 can see?

8 THE COURT: Yeah. There you go.

9 MS. O'BRIAN: This is six years, six lawsuits. One
10 of which was a third-party complaint and an additional
11 arbitration. 14 individual defendants named by
12 Mr. Wedlake, as well as four different corporate entities.
13 Four appeals to the South Carolina Court of Appeals, one
14 to the South Carolina Supreme Court. And in each and
15 every one of those actions, the relief that Mr. Wedlake
16 requested was denied.

17 Throughout these six years, you heard the testimony
18 about how Mr. Wedlake used the judicial system to coerce
19 and to gain an advantage over his neighbors, bullying them
20 to concede to his nonsensical demands, or acknowledge that
21 his view and only his view was correct.

22 He used the court system as a constant threat,
23 whether through lawsuits, depositions, threats of
24 contempt, or subpoenas and reminders that this would have
25 significant costs for them. And he had the funds to keep

1 it going.

2 He used the court system and all of these different
3 pieces of the court process to try to make everyone cower
4 and bend to his will. You heard in the testimony over the
5 last couple of days that the Plaintiffs stood up to him.
6 They're now seeking your help to end this six-year
7 nightmare that their neighborhood has been dealing with.

8 Now, in just a bit, the Judge is going to charge you
9 on the law. He'll explain exactly what abuse of process
10 means. And, in essence, it's using a lawsuit or the
11 elements thereof for an improper purpose, to gain or
12 achieve some ulterior purpose or gain a collateral
13 advantage. So it's something outside of that lawsuit.
14 It's a threat, a club, a stick.

15 You heard a lot about the HOA board. But in this
16 particular case, the harm that we are alleging is to
17 Mr. Wedlake's neighbors, the members of the HOA who had to
18 pay these assessments, fees caused by Mr. Wedlake's
19 lawsuits.

20 Now, we must have shown a link between Mr. Wedlake's
21 improper use of the court system over these past six years
22 to threaten, coerce, and harass, and the harm that was
23 caused to his neighbors. But to be clear, we don't have
24 to show that he intended that specific harm to the
25 neighbors, only that his acts were willful in using the

1 court system in an improper way.

2 You heard testimony about the damages that these
3 homeowners have suffered. That they have been assessed
4 \$958 per household in the neighborhood, 66 households,
5 some of that being offset by the reserve funds, the funds
6 of the homeowners that were held by the HOA.

7 You heard about expenses and attorney time and fees
8 to bring this action for them to try and find justice.
9 And you've heard about the emotional distress that the
10 neighbors have suffered from the constant fear of being
11 the next individual named in one of Mr. Wedlake's
12 lawsuits.

13 We're, also, asking -- in addition to these actual
14 damages of \$116,000 and emotional distress, we're, also,
15 seeking punitive damages in this case to tell Mr. Wedlake
16 that these willful acts that he engaged in are
17 inappropriate, and that it must be punished, his abuse of
18 this judicial system.

19 So what exactly did the evidence show? I know you
20 all were here and paying attention. I wanted to just
21 highlight a couple of the items related to his willful use
22 of the court process and the ulterior motives he had.

23 I found it particularly interesting yesterday
24 listening to his testimony that he never explained what
25 big improvements that he was trying to bring to this

1 neighborhood. What was the cause that he was trying to
2 further? He mentioned briefly filling a vacancy on the
3 board, something that kind of resolves itself naturally.
4 And he mentioned firing AMG.

5 If you'll remember, AMG was the management company
6 that was in place in 2016. And that was when Mr. Wedlake
7 painted his house to look like this. They sent him a
8 letter and told him this wasn't allowed. And you heard
9 Mr. Acord say that to Mr. Wedlake, it felt like a middle
10 finger shoved inches from his face. He was mad about that
11 letter from AMG. He was mad that the 2016 board members
12 didn't immediately give in and approve his artwork on his
13 garage.

14 He ran for the board that year. And you heard that
15 he was not elected. So he had to find some other way to
16 control the HOA. That's where he used the lawsuits. He
17 bombards the 2017 board with letters and e-mails.

18 You heard from Mr. Acord that there were 51 different
19 things that Mr. Wedlake presented for them to respond to
20 in five months, nearly two a week for a -- nearly two
21 e-mails a week, not issues, two e-mails a week bringing
22 issues to the board, this voluntary position. They were
23 just trying to look out for their neighborhood.

24 You heard Mr. Wedlake demand responses. And you
25 heard in his testimony and in some of his letters that the

1 board wouldn't talk to him. They wouldn't respond to him.
2 Mr. Acord and Ms. Craigo both told you the board was
3 responding to him.

4 And you had the opportunity yesterday when I was
5 cross-examining Mr. Wedlake trying to ask him a simple
6 question about whether he authored a document or not, you
7 heard his responses. He wouldn't give an answer to that
8 simple question.

9 The board was trying to negotiate and trying to work
10 with him. And that attitude that he showed yesterday
11 continued in each and every one of these discussions. The
12 board met with him. They called special meetings of the
13 members. They gave him time to speak in the meetings.
14 You heard testimony to that effect. They wouldn't agree.

15 And I saw in Defendant's Exhibit -- I believe it was
16 his Exhibit No. 5 that he requested Wednesday and Saturday
17 meetings. Yes, the board denied that request. They said
18 they wouldn't meet twice a week with him. That doesn't
19 mean they didn't respond to him or that they didn't agree
20 to listen to him.

21 And you heard yesterday -- or excuse me. You heard
22 from Mr. Acord on Tuesday that trying to explain one of
23 the issues -- one of these issues he brought a lawsuit
24 over was that he wanted the 2016 board to be known as the
25 board of pretenders in the official neighborhood meeting

1 minutes. These are the types of issues they were dealing
2 with.

3 And then Mr. Wedlake brings in his lawyer. This was
4 not something that the board or the members brought their
5 lawyers after him to start with. He brought in his
6 lawyer. He threatened court. He threatened litigation.
7 He filed the lawsuit.

8 You, also, heard how he captioned it, tried to make
9 it so that the individuals were the ones that were
10 responsible for paying the court fees and the attorney
11 fees to defend themselves. That he called State Farm and
12 told them that they should not provide insurance coverage
13 to these voluntary board officers.

14 And he was using the court process here to coerce
15 these individuals by trying to stick them with fees and
16 costs to defend themselves. That's an improper use of our
17 court system. He told them he knew it would be expensive.
18 And he reminded them through his attorney, he's a
19 millionaire. He can afford to fight this.

20 He told them -- and we talked about this in my
21 cross-examination yesterday -- that it was the individual
22 board members legal expenses. They were the ones he was
23 trying to stick with these costs throughout this six
24 years. He said in that same letter during that -- or in
25 that same exhibit, either agree or let the master in

1 equity decide. He wasn't giving the board real options.
2 It was full capitulation to what he wanted or he was going
3 to sue them and make them have to defend themselves in
4 court.

5 In the meantime, he sues two former board members and
6 resolves that issue. That's the second lawsuit against
7 individuals in this neighborhood.

8 The first lawsuit he files, you heard a lot about
9 this, that it goes to trial. There were six issues
10 presented, one of which they conceded. And then
11 Mr. Wedlake testified yesterday how important he thought
12 these issues were. And I wrote this down. I want to make
13 sure that I quote this correctly. But he wanted the Court
14 to construe the bylaws. He never even gave the Court the
15 bylaws of the case. He drug this case on for two years,
16 got his day in court, and didn't even give the Court the
17 bylaws to consider.

18 His claim for relief is denied in that case. The
19 case is dismissed. He turns around and writes a letter to
20 the homeowners of how successful he was because he got the
21 board to admit that they have to follow the bylaws,
22 something that the Court in that case found the board had
23 readily admitted to long before it went to trial.

24 But after this reported success, Mr. Wedlake turns
25 around and files an appeal, appeals to the South Carolina

1 Court of Appeals. When no relief is granted by the South
2 Carolina Court of Appeals and they affirm that lower court
3 ruling, up to the South Carolina Supreme Court. He gets
4 that ruling. The decisions below are affirmed. Again, no
5 relief from -- of what he has sought.

6 And then what does he do? He argues with the Chief
7 Justice of the South Carolina Supreme Court. And that's
8 in one of the letters that we showed, one of the exhibits,
9 where he's arguing with Chief Justice Beatty.

10 Now, we've got several more lawsuits. You heard more
11 details about in 2017 that the same pattern continued. He
12 files another lawsuit in 2019. We referred to this as
13 case 269 based on the case number. A motion for summary
14 judgment was granted in favor of the defendants and
15 against Mr. Wedlake.

16 After that motion is heard and the Court has
17 expressed its ruling, but before an order is filed, what
18 does Mr. Wedlake do? He tries to use the court process
19 and use subpoenas to deposition -- or to require all of
20 the homeowners within the neighborhood to appear for
21 depositions. He's using this to harass everyone. And
22 he's sending letters telling the homeowners to make their
23 position known to the board, make the board back down,
24 tell them to stop the fees.

25 All these fees were because of Mr. Wedlake and

1 because he brought a lawyer into it and he brought a
2 lawsuit, and another lawsuit, and another lawsuit. So in
3 that case, the subpoenas were quashed. The Court found it
4 was not proper at that time for him to take that action.
5 The Court affirmed the summary judgment grant against him.

6 And what did he do? He appealed that one. And that
7 goes to the South Carolina Court of Appeals and the ruling
8 is affirmed. All of this is in the evidence that was
9 presented. You will have this notebook of the evidence.
10 You can look through and see order after order, by court
11 after court, by judge after judge that his lawsuits don't
12 have merit. They are against the wrong people. He's
13 using the system to continue to bully his neighbors, to
14 control.

15 He then files a case in magistrate's court. Oh, I'm
16 sorry. There's another lawsuit in Circuit Court. And
17 that one, he loses at summary judgment. That's appealed
18 to the South Carolina Court of Appeals.

19 He files the case in magistrate court. The
20 magistrate finds these issues have already been litigated.
21 He's already brought these issues before and the courts
22 have found against him. He's just trying to do it in
23 another venue. He's named more individuals. He's going
24 after them. And in this case, he sues State Farm claiming
25 they shouldn't be covering any of this. Those fees, they

1 should be on the individuals.

2 The magistrate finds against Mr. Wedlake. He
3 appeals. It comes to the Circuit Court and he appeals --
4 on appeal. The decision of the magistrate is affirmed.
5 It doesn't stop there. It goes to the Court of Appeals.
6 Still again, a decision is affirmed. Any of the requests
7 that Mr. Wedlake made are denied by the courts. They were
8 heard and decided.

9 In the midst of that magistrate's court case, I found
10 it funny that Mr. Wedlake presented one of his pieces of
11 evidence yesterday and it was offering, oh, let's mediate,
12 you know, trying to show he's the good guy. Let's meet
13 and let's resolve this.

14 I don't know if you noticed, but the mediator he
15 proposed was the lawyer he had used in the first case.
16 How is that a neutral third party that's going to decide
17 these issues? But that was the person that he wanted the
18 board to mediate with.

19 Of course, they denied going to mediation in that
20 circumstance. He pins them in to these decisions and then
21 says, oh, they won't mediate. He doesn't give you the
22 full picture.

23 In this case, he brought a third party complaint
24 against the board and its members. Again, it was denied
25 on summary judgment. This has already been decided. The

1 board did not do anything wrong. They didn't breach their
2 fiduciary duty.

3 And he files an arbitration trying to get these
4 ballots, trying to find out what his neighbors voted for
5 so he can rally the troops and try to bring more lawsuits.

6 You heard how the board members and the neighbors,
7 they stood up to the bullying and harassment. And ruling
8 after ruling, Mr. Wedlake lost. He starts spinning in
9 circles. He's filing additional lawsuits and arbitration
10 demands for the same things that have already been
11 decided. But he just won't stop.

12 And that's when he's writing the letters to the
13 homeowners saying, oh, no more fees, make the fees stop,
14 no more fees. He's the reason any of these fees are in
15 play. And he keeps suing while saying make the fees stop.
16 I find that just doesn't jive.

17 The other thing to note is there's no more legal
18 fees. It means there's no attorney to defend the
19 homeowners and its voluntary board members. He doesn't
20 want lawyers to oppose him. He wants to keep them out of
21 it. He doesn't want the homeowners and board members to
22 have representation. He's the one that started the whole
23 thing and started the lawsuits. And now he wants the
24 board to back down or he's going to keep filing more, and
25 more, and more.

1 We talked about the ulterior purpose, the way he was
2 using these lawsuits over and over and over again as a
3 club to try to get people to do what he wanted, to agree
4 only to what he wanted.

5 Now, is this a willful action by Mr. Wedlake? That's
6 the second element we have to prove. Absolutely.

7 I found it interesting yesterday, he tried to put
8 blame on just about everybody else. He said in Exhibit
9 No. 3 of his to the board that they had a short window to
10 agree. It's on the board. You have to agree. He said
11 let's meet and resolve or I'll be forced to pursue
12 judicial action.

13 He blamed his attorney. He said he paid him a lot of
14 money to get him in this hot water. Blaming it all on his
15 attorney when he's the one that verified the complaint,
16 put his name to it, and said I agree with everything
17 you're doing.

18 He said he tried to avoid litigation, but the board
19 wouldn't hear it. He said the board opened the legal fees
20 floodgate. He said I wrote for them to try and stay on
21 top of this issue of legal fees. He is the issue of legal
22 fees. He's the whole reason that any of these fees were
23 in play. But, oh, he tried. He tried for all of this not
24 to happen.

25 Members of the jury, this is a grown man. He needs

1 to take responsibility for his actions. He chose to file
2 these lawsuits. He chose to subpoena his neighbors. He
3 chose to appeal everything. Nobody made him do this.

4 He was doing this because it was personal. Because
5 he was mad at the management company that sent him a
6 letter. And he was mad that the board members wouldn't
7 agree word for word to his demands. This was personal.
8 You heard about his personal attacks on people, that he
9 was running by their house carrying a baseball bat and
10 flipping them the middle finger.

11 You heard about how he told the Defendants in one of
12 the lawsuits after he lost a motion, looks like more
13 lawsuits, fellas. He made these personal comments over
14 and over for six years. This was personal. This was
15 bullying. This was deliberate. And he improperly used
16 our judicial system to establish it all. His neighbors
17 are the ones left harmed. And this is exactly what an
18 abuse of process claim is designed to rectify and why we
19 are seeking your help in this case today.

20 The Plaintiffs ask that you find the Defendant liable
21 for abuse of process. Award them damages to compensate
22 them for the harm they've suffered, for the emotional
23 distress they have all been put through for the last six
24 years, and punitive damages to tell him to stop this
25 harassment and the abuse of our legal system.

1 Thank you.

2 Nothing further at this time.

3 THE COURT: All right. Mr. Wedlake.

4 MR. WEDLAKE: Dare I say, you heard a lot of hand
5 waving there. But, again, much of it -- I don't think
6 there's been any evidence discussed in this trial that
7 supports much of what was said.

8 So as counsel presented her closing argument, I kind
9 of made notes here as she went along. I'll just briefly
10 comment on that. And then I'll get to my closing argument
11 that I had started to draft. But there's been other
12 things so I really didn't finish it. But we'll do the
13 best we can.

14 And that's the deal, as I told you upfront, you know,
15 I'm not really an attorney. So I'm kind of at a
16 disadvantage here. Because after I realized the attorney
17 that had helped me, initially, was really just playing me
18 as a mark and I, basically, just followed his advice
19 thinking he was an attorney, he knew better than I knew.
20 But, no, his only interest really was to prolong all of
21 this stuff as long as he could so he could collect. And
22 sure enough, he did collect.

23 But in any event, let's get back to the nature of
24 what you just heard, which paints me as an abusive son of
25 a bitch who intentionally tried to screw the board and

1 screw his neighbors. I think there's evidence that has
2 been presented before the Court in many of my exhibits
3 that, certainly, shows that that's not the case.

4 Now, as we covered yesterday, she brought up again
5 how I named individuals in my lawsuits to try to screw
6 them individually. Well, there again, these lawsuits were
7 brought by my attorney. I had let -- I had decided to
8 follow his advice because I thought he knew better than I
9 knew and that he would do things properly and per what was
10 consistent with normal court procedures. But he,
11 basically, again, used what he did and the way he did it,
12 including the case captions where he told me, no, no, this
13 is how you do it. You list the individuals and then say
14 they were the board.

15 The evidence presented yesterday in my testimony
16 showed that all the captions indicated, specifically, the
17 board of directors. And there is a statute in the law
18 that says that the board is an entity. And it doesn't
19 matter what the names of the individuals are, that
20 effectively the statute says the board is the board.

21 And I'm not clear if I remember that, it says Section
22 3331-140 -- 33-31-140. But whatever the number is, that's
23 the nature of the statute. The board is the board. It
24 doesn't matter who the individuals are on the board, nor
25 what their names are. And that's exactly what the statute

1 says in a quick paraphrase.

2 So counsel claimed in her closing argument here that
3 I coerced -- that my actions were to coerce so I could
4 gain a personal advantage. Well, a personal advantage for
5 what? I, clearly, showed that I had brought issues to the
6 board that they were acting in violation of the bylaws and
7 in violation of the law. And, yet, the board -- the
8 board's attitude was, we don't have to deal with you. You
9 go take a hike and, you know, just get lost. Well, I was
10 and still am a dues-paying member of the association. I
11 paid my dues.

12 Now, when you go into a store or seek a service from
13 some entity, if you make payment and stuff and that entity
14 does not deliver the product, nor give you the service
15 that you had paid for, are you justified to approach them
16 to say, hey, look, come on, this is wrong. What's going
17 down here is not -- not proper because I paid -- I have
18 paid for this privilege to receive that product or to
19 receive that service.

20 So this was my viewpoint on everything that was done
21 here. It was not to coerce and gain an advantage and
22 abuse the court system. It was to, again, assert that,
23 hey, look, come on. I'm a member here. I should be
24 treated as a member, not discriminated against me
25 personally just because my thoughts were a little

1 different than the board's thoughts.

2 And that's often true with -- particularly, where
3 there's a perceived conflict between people that one
4 person has one viewpoint, another party has another
5 viewpoint. This doesn't mean that I had abused anybody or
6 abused the system, and used threats, and coercion, and
7 harassment, and, basically, had a club in my hand.

8 It just means I was asking to be serviced by the
9 board as a member of the association. And I was denied.
10 The board simply would, basically -- other than once, as
11 the evidence I presented showed, met with me for one hour.
12 That was it.

13 And after that point, it was, no, no, you go away.
14 We don't have to deal with you. We don't have to listen
15 to you. We don't have to consider anything that you think
16 will improve the association.

17 And I believe my exhibits show that my intent was
18 always to bring things that the board could act upon and
19 resolve to bring benefits to the WHOA and to its members.
20 And I believe that the exhibits that I entered proved that
21 rather than this hand waving about, no, no, he's a grown
22 man and he abused all this stuff and he did all this
23 stuff, specifically. Where was any advantage to me in so
24 doing if, indeed, that had been true? And, as I say, I
25 believe the exhibits I presented disprove all of that as a

1 matter of evidence, not as a matter of hand waving and all
2 these claims about what an ogre I am, and so forth.

3 And the statement was made that I tried to harm my
4 neighbors intentionally and tried to abuse them. All this
5 was to pursue the proper court methods of being sure that
6 the board would intend to operate the association
7 according to the law and according to what would be a
8 common proper perception that any person who is a -- you
9 know, normal prudent person would do.

10 And I believe I referred to that law, the statutory
11 law Section 33-31-830 (1) through (3) that gives
12 requirements for the board to act in goodwill as a prudent
13 person would in similar circumstances. And to act in what
14 they believe to be in the best interest of the
15 association.

16 So all of those things by the board telling me, look,
17 go away. We don't have to deal with you. Go soak your
18 head. Take a hike. All of those things, I said, well,
19 look, that's not right for you to have this attitude. And
20 this is what the law says, you can't do that per the
21 statute I just cited. But they still continued to,
22 basically, discriminate against me. Because, apparently,
23 they felt that, you know, I was a -- again, an ogre as has
24 been painted by counsel.

25 I'm not clear that there's any real evidence that

1 really shows willful acts on my part to act in an improper
2 way, nor was there any evidence of any substantive nature
3 that I perceived about emotional distress.

4 You heard the witnesses testimony where they gave
5 opinions and give, well, this is how I felt. That doesn't
6 mean that everyone in the association felt that way.
7 Granted, there's a small minority that may have been vocal
8 to the board about their feelings. But, certainly,
9 there's no preponderance of the evidence showing that a
10 majority or even a sizeable minority of the WHOA members
11 had those same feelings.

12 You, also, heard that counsel claims I must be
13 punished, whereas all my cases were brought with lawful
14 claims according to standard court processes. So with the
15 contention -- which I don't believe has been made clear
16 with evidence that Plaintiffs have presented that they
17 had -- contend they deserve damages for both emotional
18 distress and punitive damages. I don't believe there's
19 anything really in evidence before the jury that would
20 have you substantiate that.

21 And, basically, in the event that you think I must be
22 punished for being -- acting lawfully and just seeking for
23 the board to address issues that would improve the
24 association and bring benefits to its members, that would
25 be in my mind a situation where you are punishing me for,

1 again, just being a law abiding citizen.

2 So this is what the jury will have to discern in this
3 instance. And there's the whole bit, again, about here's
4 what the evidence showed, that I didn't explain what
5 improvements I had. I think it was clear that I
6 approached the board on very simple issues which had
7 nothing to do with an agenda of mine or related to my
8 advancement in the association whatsoever.

9 The improvements were, hey, board, let's operate
10 according to the bylaws and according to the law. And,
11 hopefully, you can clearly discern that from the exhibits
12 that are in front of the jury.

13 Now, also, the claim has been made that the -- that I
14 painted my garage door and was told I couldn't do that.
15 And I got mad and, hence, all this stuff continued. Well,
16 there's no evidence before the jury to substantiate that.

17 The paint on my garage door was done in 2016. It was
18 amicably resolved before any lawsuits were brought. And I
19 had worked directly with the board and with the management
20 company at that time to be sure everybody was happy.

21 And, indeed, I repainted my garage. Exactly like I
22 told them, I said, hey, look, it's just paint. I can
23 paint it again. Let's decide what's mutually acceptable.
24 And that's exactly what was done. So there was, again,
25 no -- no real contention that after that time that all my

1 actions were to get even because of the paint on my garage
2 door. Let's face it, that claim is nothing short of
3 ridiculous.

4 And the statement was made that I bombarded the board
5 with e-mails. Well, an e-mail or two a week, is that
6 bombardment? I don't think so. And there's specific
7 evidence that I entered in exhibit X that shows the nature
8 of what those e-mails were about.

9 And if you perceive in that list of e-mails that any
10 of those actions were abuse or improper, I think you need
11 to reevaluate the list as a whole and realize, come on,
12 this was an intent to, again, try to improve the
13 association and bring benefits to the neighbors.

14 There was, also, a situation where board responses
15 were made. Well, generally, any board responses that were
16 made were off point and kind of saying, well, no, this,
17 not this. So they kind of always were, you know, obscure
18 with any responses that they did make. But, generally, in
19 a general sense, the board usually would not respond to
20 me.

21 And there was this statement made that all this was a
22 wrong attitude by me, that I couldn't expect the board to
23 do anything because I was a member. Well, there again, I
24 paid for a service to be part of the -- a member of the
25 association. So my feeling would be -- and I hope that

1 would be your feeling as well -- that if you made
2 payments, you deserve something in return when you have
3 some disputes.

4 There was, also, a statement made about, look, I
5 asked the board to meet on Wednesday and Saturday. No, I
6 just suggested that after the first meeting that more
7 meetings could be productive to help us resolve issues and
8 improve the association. I, certainly, did not demand
9 that they must meet on any given day. And the bottom line
10 was that the board never met again.

11 So, again, I was thwarted with my intent to try and
12 improve the neighborhood. And I really had no other
13 option to try to get the board to realize that things in
14 the neighborhood weren't what they should be, nor were
15 they being done according to the bylaws and the law.

16 There was a reference which seemed to me to be a new
17 reference not discussed in the trial to date, and that was
18 the term of board of pretenders. I believe that there was
19 statements in the course of the trial that the board in
20 2015 had decided they would not hold an election, that
21 they would just stay on and remain as the board.

22 So that term was accurate in that they stayed on,
23 they were not an elected board. But they still stayed on
24 and pretended to be the board. And if it wasn't clear in
25 the -- during the trial, they did the same the following

1 year. They simply said, no, we're not having an election.
2 We're not letting anyone new come on the board. We're
3 going to stay on.

4 And they used the term again out of our graciousness
5 to the association. Well, again, that's a direct
6 violation of the bylaws, which specify -- and the South
7 Carolina statute code for Section 33-31, which, also, says
8 that elections every year are required. So that term was
9 not an abuse of anything, nor -- nor an improper
10 reference. They were a board of pretenders. They had not
11 been elected.

12 And as we've said, now, my attorney that I had,
13 initially, was the one who encouraged me to do all this
14 and assured me that all this was proper, and right, and
15 that there would be no problem. We'd be in and out of
16 court with the desired judgments that would direct the
17 board to follow the bylaws so we could move ahead now and
18 operate properly under the bylaws and the laws of the
19 association, which is what should be happening in every
20 HOA.

21 There was a reference to -- that I tried to strip the
22 board of insurance. No. I had approached State Farm with
23 a breach of contract claim on their part. So it was not
24 an intent to strip the board members and pin additional
25 fees on them. It was the simple fact -- as a matter of

1 fact that the insurance contract really says that State
2 Farm in the instance of the cases at hand inappropriately
3 had decided to support the board. Because the contract
4 had been breached with State Farm's action.

5 And, you know, there were more claims about improper
6 use of the court system. Well, again, my attorney
7 directed all that stuff. And, perhaps, I was naive. So I
8 admit maybe I was taken advantage of by my attorney. But
9 I had presumed, again, that he, as an officer of the law,
10 was cognizant and learned in all of this stuff. And I
11 merely followed his advice.

12 Now, again, there was a claim that I'm a grown man
13 and I got to fess up that I did this. Well, yes. But,
14 again, I think in hindsight, I was mislead by my attorney
15 over the course of time.

16 So, unfortunately, if I were a -- taken advantage of
17 in that manner, I can't turn the calendar back. But I
18 simply followed a learned attorney's advice in everything
19 that was done, including the appeals, and all that stuff.

20 Now, in that original case, there was a big point
21 made about I didn't enter the bylaws into evidence. Well,
22 my attorney, as he came to that trial -- and I, also, have
23 the same problem on occasion, he had significant sciatica
24 nerve pain that he had not been able to sleep for several
25 days.

1 So when he came to the trial, believe me, he was
2 zoned out --

3 MS. O'BRIAN: Objection.

4 THE COURT: Hold on. Objection.

5 MS. O'BRIAN: I don't think this was in evidence.

6 THE COURT: Yeah. There was nothing about this in
7 evidence. So you cannot argue this in your closing,
8 Mr. Wedlake.

9 MR. WEDLAKE: This was related to her comment that --

10 THE COURT: Well, the fact is you cannot argue stuff
11 that was not put into evidence. None of the information
12 you just mentioned was ever put into evidence.

13 MR. WEDLAKE: Well, I see this as a response --

14 THE COURT: Well, it doesn't matter whether it is a
15 response or not. You had to put it into evidence to be
16 able to argue it in your closing argument.

17 MR. WEDLAKE: Would you, please, note my objection
18 for the record that I believe I am responding to points
19 made in --

20 THE COURT: You can respond to them, but only with
21 evidence put in.

22 MR. WEDLAKE: I understand that. Would you
23 please note my --

24 THE COURT: I note your objection.

25 MR. WEDLAKE: Now, relative to counsel's statement

1 about, you know, none of this stuff was affirmed by any
2 courts so, therefore, I was wrong. Unfortunately, when
3 you come to court, there's a -- lots of places where there
4 can be misunderstandings and misapprehension by both
5 judges and appellate justices. And I think that's what
6 had happened. As such, that's not indicative that what I
7 did was wrong or abuse. And there again, I don't believe
8 there's any evidence in front of the jury that supports
9 that claim.

10 Counsel argued in her closing argument that subpoenas
11 were used to harass. No subpoenas were -- were
12 attempted -- again, normal court process, standard court
13 process to -- to try to bring to light things of which
14 were pertinent to the issues at hand that the board had
15 abused the bylaws and was not following the laws.

16 And the claim counsel made was all the fees were
17 caused by me because of my lawsuits. Well, again, I think
18 I made it clear with exhibits I entered into court that
19 that was only done after the board, again, with their
20 attitude was, no, we don't need to listen to you. You
21 just go away, take a hike.

22 I fully informed the board that if that was going to
23 be their remaining position that I would be forced to
24 bring issues into court. So that -- legitimately, those
25 fees were because of the board, not because of me.

1 There was, also, a claim made that I tried to
2 relitigate the same issues over, and over, and over and
3 was denied by the Court. That's simply not true. And,
4 again, I don't believe there's any evidence in front of
5 the jury to substantiate such claim. I did intend to act
6 as the good guy for the association and everything that
7 was done contrary to a statement made by counsel.

8 She, also, cited that, why would the board mediate
9 with my attorney? That was merely a suggestion that
10 mediation would be helpful to allow us to resolve our
11 differences, and avoid going to court, and avoid all these
12 legal fees. I did not demand that they mediate only with
13 Grant Gibson, who was, indeed, my attorney.

14 But all that was only an alternative because I had
15 asked the board to meet as, again, you will plainly see in
16 the exhibits I entered into evidence. The board would not
17 meet with me to resolve or even talk about any of these
18 issues, really, after that first one meeting. So I had no
19 other alternative to try to stop what I perceived as board
20 abuse of the bylaws and perpetrating unlawful actions
21 against the members.

22 The -- counsel, also, misrepresented the truth of the
23 matter in her argument -- closing argument that I wanted
24 to get how members voted. I believe testimony clearly
25 showed in the course of the trial that I did not ask for

1 members votes. I only asked for a list of who voted.

2 And, again, it was piled on again and again that I
3 was the reason for all of these problems, and I didn't
4 give the board an option to avoid legal fees, and the
5 abuse was willful and was abuse of the court system.
6 Well, again, I tried over and over again and pleaded with
7 the board, hey, look, come on. We can resolve this. We
8 can talk. We can mediate. We can avoid going to court
9 and avoid all this. No. The board's position, again,
10 was, no, no, we don't have to deal with you. Get lost.
11 Take a hike. Which left me, really, no other option in my
12 intent to improve the association and bring benefits to
13 the members.

14 All right. So, again, if the jury will read all the
15 exhibits I entered into evidence, I think all of this
16 exactly as I have stated will be clear, that it was the
17 board who really was responsible for what happened. And I
18 believe I made it plain in my testimony and evidence that
19 since I could not control the board, they must be held
20 accountable for their own actions. And as an independent
21 third party over whom I had no control that I can't be
22 liable after the fact for things that the board did.

23 Now, there was a point made, again, in closing
24 argument about how I went around the neighborhood flipping
25 the finger to people. I believe the evidence showed that

1 I have repetitive strain injury in my arms. At times,
2 that repetitive strain injury is like a sword that's been
3 thrust through my arms.

4 So, at times, when I am out doing exercise or out in
5 the neighborhood, I admit I get angry at myself because of
6 the pain in my arms. And if anyone has experienced
7 repetitive strain injury, I think you will know what I
8 mean. Sometimes, it becomes so severe and you just want
9 to do this and this.

10 Well, that was not directed at anyone else. That was
11 directed at me. And, indeed, it helps repetitive strain
12 injury when you move your arms, and particularly put them
13 up in this manner. I don't believe there's any evidence
14 that was presented to the jury that proves that this was
15 directed at the board, nor anyone.

16 And, again, counsel characterized this as personal
17 bullying to further my agenda. Well, there again,
18 evidence was presented showing the issues that were
19 brought to court. If those issues were not of the nature
20 as discerned by the jury to bring improvements to the
21 association and were things that I had brought to advance
22 my own feelings of what should be done in the association,
23 I don't believe the jury can come to that conclusion based
24 on the evidence.

25 And, furthermore, I believe it was made plain in

1 cross-examination that punitive damages to stop me from
2 continuing is inappropriate at this time. All of this
3 stuff was brought, initially, because there was no dispute
4 resolution process that I could have the board participate
5 in. And, indeed, the board would not participate in any
6 attempt to resolve issues and disputes.

7 But at this time, now that there is a dispute
8 arbitration process as part of the bylaws and after that
9 time, no additional lawsuits have been brought. Had that
10 been in place at the time, which is what I had suggested
11 to the board as well at that time, none of this would have
12 happened. But because there wasn't, they felt that,
13 again, they were not bound to service me as a member of
14 the association and they could just tell me to get lost.

15 But at this time with the arbitration dispute
16 resolution process, punitive damages would be
17 inappropriate. Because there are no more lawsuits that
18 are -- can be brought at this time because we are all
19 constrained to arbitrate as per an update to the bylaws.

20 All right. So that's kind of my conclusions based on
21 counsel's closing argument. And I'd just like to remind
22 you now, as I mentioned in my opening statement, my
23 knowledge and expertise is as an engineer. Now, at GE,
24 where I worked for almost 20 years an ingrained postulate
25 and requirement was everything we do is based on

1 integrity. I always aspire to have -- show and use the
2 utmost integrity in everything I do.

3 As did all witnesses, I testified on my own behalf
4 under oath to tell the truth during this trial. As you
5 heard, when I was asked was this something that you wrote
6 yourself, I answered affirmatively. I believe I heard
7 counsel say that I never answered. The record will show
8 if you go back and review it that I answered
9 affirmatively.

10 And, plus, the very fact that the board never
11 responded to rebut nor to contradict anything that was
12 written to them, I believe, makes my testimony and
13 evidence that much more valid. From the jury's
14 perspective, you can be assured that what I wrote was
15 truthful as testified under oath and was based upon
16 integrity.

17 But not being an attorney, you observed I was,
18 indeed, clumsy and awkward in court. I apologize to the
19 Judge. At times, I was confused as to what constituted
20 appropriate testimony. And I'm sorry, but I was not
21 trained as an attorney. I was an engineer.

22 As I've already stated, originally, I had an attorney
23 represent me. And I merely followed his advice thinking
24 that he was directing me better than I would do myself.
25 He directed all the legal actions. I simply followed his

1 advice. And as an officer of the law, he, certainly, knew
2 the difference between correct process and abuse of
3 process. And my feeling then, based on that, is it's not
4 possible that any of my judicial actions were abuse, nor
5 were they intended to be abuse.

6 Nonetheless, I believe my testimony was sufficient to
7 give the jury a preponderance of the evidence which shows
8 what really happened. And that was, as I stated several
9 times, what really happened was my desire to improve the
10 WHOA and to bring benefits to its members. This effort was
11 thwarted at every turn by the board simply because, I
12 guess, they disagreed that this was a reasonable thing
13 that should be observed in the association.

14 I encourage the jury to read my evidentiary exhibits.
15 I believe my exhibits show clearly that I never intended
16 to be abusive to the board, nor to the members. My
17 exhibits show I made a concerted effort. And I have
18 forgotten if I used the term -- I thought I bent over
19 backwards to try to have the board avoid legal expenses by
20 not entering court, but was rebuffed and denied by the
21 board.

22 I think I made a concerted effort to meet with the
23 board to resolve differences suggesting as an alternative
24 mediation if they would not meet with me, which they would
25 not other than once. And, certainly, a mediator could

1 have helped us both together to work together to bring
2 improvements to the WHOA and its members.

3 I believe I showed evidence, if you read through all
4 my exhibits, that shows how I pleaded with the board to
5 avoid legal fees, to try to lessen legal fees, to try to
6 minimize legal fees and/or avoid legal fees. Even
7 making -- offering a proposed agreement that we agree that
8 there be no more legal fees and I would drop all my cases
9 and we would be done. All of that, again, was rebuffed by
10 the board, not by me.

11 So at this time, Your Honor, I would like to -- wait
12 just a moment. I was premature there. So the awkwardness
13 and clumsiness again.

14 The law protects everyone as a citizen of the United
15 States. And when there is a dispute claiming there has
16 been breach of law, then the law should apply to provide
17 equal protection of the laws and should, also, apply to
18 me, regardless of the perception of the jury as to various
19 claims, which I believe were not proven sufficiently with
20 facts and evidence.

21 I believe at this time you can easily discern the
22 truth of the matter as related to disputes with the board
23 and what I saw as unlawful actions of the board. I
24 believe, again, that I presented evidence and facts which
25 should make it clear to the jury that the Plaintiffs

1 really have no case. And that the Plaintiffs seeking
2 relief from me cannot be done because I'm the wronged
3 party. I proved by Exhibit No. 3 presented as evidence
4 that it was the board who damaged the members by issuing
5 invoices. I believe witness testimony confirmed I never
6 sent any invoice to any member, nor did I demand any
7 payment from any member.

8 So I hope the jury will read and understand my
9 exhibits and find that I did nothing wrong. And that what
10 really happened was appropriate and done correctly and was
11 intended to bring improvements to the association and
12 bring benefits to its members. And I would ask the jury
13 to rule to be sure that you believe justice is being
14 served in your subsequent actions.

15 Thank you.

16 THE COURT: All right. Reply.

17 MS. O'BRIAN: Mr. Wedlake, again, talked a lot about
18 Grant Gibson, his attorney, that, supposedly, did all of
19 this. If you look at these exhibits and the evidence in
20 this case, Grant Gibson was only involved in the first
21 action. There were six lawsuits and arbitration. Those
22 weren't all Grant Gibson. Those were signed by
23 Mr. Wedlake.

24 Mr. Wedlake talked a lot in his closing and
25 throughout trial about how he was trying to help the

1 neighborhood. But how did no one else see this? Think
2 about the evidence that you heard over the past few days.
3 The Courts, certainly, didn't see that he was bringing
4 lawful claims that were right and that they needed to put
5 the board back in line.

6 You'll see again, look in the evidence that's been
7 presented, the orders that are signed by various judges.
8 This isn't just one judge, two judges. It's multiple
9 judges in multiple cases, Court of Appeals, Supreme Court,
10 all of them looking at this.

11 What about his neighbors, the people that are around
12 him, live around him, have for 30, 40 years. You heard
13 about it from Ms. Craigo, Ms. Alvarez, Ms. Taylor. All of
14 them have lived in this neighborhood for years and they've
15 been around him.

16 He wasn't elected to the board by his fellow
17 homeowners. He wasn't backed up in any of these lawsuits.
18 If you look at the captions, you'll see he stands alone.
19 There's nobody else that's with him because he's not
20 trying to help the members. This wasn't something that
21 they were rallying around this corrupt board.

22 It, also, wasn't just two or three people in the
23 neighborhood that were power hungry board members. The
24 evidence shows they were different people volunteering for
25 this board every year. You've got a change of people on

1 the board. It's not the same ones going after him over
2 and over. There are different people trying to work with
3 him to resolve these issues. And none of them can. How
4 did nobody see it for years that he was the guy just
5 trying to help?

6 There are 66 homes in this neighborhood. He didn't
7 bring anybody here to testify on his side. I hope you can
8 see. I know you've only had a couple of days and were
9 dropped into this with a lot of evidence thrown at you to
10 take in. I hope you can see what my clients have been
11 dealing with for the past six years. The over \$116,000 in
12 damages, which would have been so much more if Mr. Wedlake
13 had had his way and kept State Farm from covering some of
14 these items.

15 They've suffered enough. And we ask you to hold
16 Mr. Wedlake liable.

17 Thank you.

18 CHARGE ON THE LAW

19 THE COURT: All right. Ladies and gentlemen, I have
20 now -- now, I'm going to charge you on the law.

21 It's about 25 minutes. Anybody need to take a short
22 break before we do that?

23 (WHEREUPON, the jurors indicated in the negative.)

24 THE COURT: All right. I'm going to come around here
25 myself.

1 All right. A lot of this stuff will be a repeat of
2 what I told you in the beginning, kind of some of the
3 general rules.

4 First of all, the -- as I told you, you and I have
5 separate duties. My duty as the Judge is to preside over
6 the trial, rule on objections, and determine what the law
7 of the case is. All right. And if you felt like you had
8 an opinion about what the law is in this area or you have
9 an opinion what it should be and it contradicts what I'm
10 telling you now, then you're to disregard that. Because
11 you've taken an oath to say I will follow the law that the
12 Judge provides here.

13 Now, your job is to consider the facts and determine
14 what the facts are. Now, if there's anything that I did
15 that makes you think I have an opinion about the facts,
16 you're to disregard that. Because that's your job is to
17 determine what the facts of this case are. And, as I
18 said, how you determine that, ultimately, you're going to
19 be answering a question on a verdict form, the verdict.
20 That is your answer to the question of the facts. That's
21 how you're determining the facts.

22 Now, what are you to consider in -- in making that
23 decision? Evidence. Evidence is testimony that was
24 presented from the witness stand, any stipulations, any
25 exhibits that were provided. But anything that was

1 stricken from the record is not to be considered by you.
2 That is not evidence. The closing arguments and summaries
3 of the attorneys and parties, that's not evidence. The
4 evidence is, again, just what was involved in the
5 evidentiary portion of the case.

6 Now, the standard of proof -- the burden of proof in
7 this matter is by a preponderance of the evidence. Now, a
8 preponderance of the evidence, again, that's not -- we're
9 going to, actually, be talking about two different burdens
10 here.

11 Now, the highest burden you can have is beyond a
12 reasonable doubt. That's in a criminal case. Okay.
13 That's when you're taking someone's liberties away. So
14 the law requires a high burden. That's not what's
15 involved here. What is involved primarily on the primary
16 claim of the abuse of process is by a preponderance of the
17 evidence. Preponderance of the evidence merely means the
18 greater weight or more likely than not.

19 You know, a lot of times, you see it illustrated in a
20 set of scales, the scales of justice. When the parties
21 come into a matter, the scales of justice are even. If by
22 a preponderance of the evidence the Plaintiff in this case
23 to prove their case for abuse of process must tip those
24 scales ever so slightly in their favor.

25 If they fail to the tip the scales at all or the

1 scales should tip the other way, then the Plaintiff has
2 not met their burden. It's more likely than not that
3 you're to get all of the -- take all of the evidence and
4 the witnesses and you're to give it the value and the --
5 that you feel is appropriate, the weight and value which
6 you feel is appropriate to each item.

7 Now, I'm going to tell you, there's a different
8 standard -- and I will talk to you about it when I start
9 talking about damages. There's a different standard for
10 proving punitive damages, which the Plaintiff has asserted
11 a claim for. That is for the basis of the claim and
12 actual damages is preponderance of the evidence. It's
13 more likely than not. But in order to establish punitive
14 damages, it's clear and convincing. And I'll discuss that
15 and give you more on the definition of what that means
16 when I talk to you about damages.

17 Now, there are two types of evidence that a party can
18 rely on. There's direct and there's circumstantial
19 evidence. Direct evidence is when a particular piece of
20 evidence or a testimony talked about a specific fact that
21 they're trying to prove.

22 But indirect evidence or circumstantial evidence is
23 sometimes you may have to prove a series of facts to
24 establish that particular fact. And a party can rely on
25 direct and circumstantial evidence. The burden is still

1 the same, by the preponderance of the evidence.

2 I like to give a simple illustration to show that
3 this is not as complicated as it sounds. Direct
4 evidence -- okay -- you go in -- you go home this evening
5 and as you pull in your driveway, it starts pouring rain.
6 Okay. You're seeing it rain. You have direct evidence of
7 it raining. All right. But, say, you pull in there and
8 as you pull in, the clouds are kind of getting dark, but
9 the pavement is dry. You walk in your house. You hear
10 thunder. You don't look outside.

11 And then a few minutes later, you come out. It's not
12 raining, but your car is wet and the pavement is wet.
13 That's circumstantial. You have to take a series of facts
14 to prove that fact that it was raining. And, again,
15 whether a party relies on direct or circumstantial -- they
16 can rely on direct. They can rely on circumstantial.
17 They can rely on a combination of the two. It's still by
18 a preponderance of the evidence.

19 Also, a very important tool that you have in making
20 your decision is to determine the credibility of
21 witnesses. Credibility just means believability. Now,
22 when you consider the weight and value of a witness, then
23 you can determine -- you can take into account how they
24 presented themselves on the stand. Do they have a bias?
25 Do they have a motive? Is there some -- do they have

1 something in the outcome? Do they benefit from the
2 outcome? All those things you can determine, how they
3 acted, how they responded to questions. All of those
4 things you can consider when you determine the credibility
5 or believability of the witnesses. Every witness, just
6 like every piece of evidence, you are to give it the
7 weight and value which you feel is appropriate.

8 Now, you may accept one witness over several
9 witnesses. You may accept several witnesses over one
10 witness. You may accept the testimony in its entirety or
11 you can reject it in its entirety. You may decide, well,
12 it's appropriate to accept some portion of the testimony,
13 but reject the remaining portion. Again, there's no
14 specific rule, other than you're to give it the weight and
15 value which you feel is appropriate.

16 All right. Those are the general rules that -- kind
17 of what I call the tools you have to make your decision.
18 Okay.

19 Now, I'm going to give you the specific elements.
20 This particular claim was for abuse of process. And under
21 our law, here are the elements that the Plaintiff in this
22 case -- the Plaintiffs, I said plaintiff, but I meant
23 Plaintiffs. Plaintiffs are plural. The Plaintiffs
24 must -- abuse of process is the employment of legal
25 process for some purpose other than that for which it was

1 intended by law to effect. In other words, abuse of
2 process describes using a proper lawsuit for an improper
3 purpose. This claim is intended to compensate a party for
4 harm resulting from another party's misuse of the legal
5 system.

6 Process, I'll define that as it pertains to abuse of
7 process. It Embraces the full range of activities and
8 procedures connected with litigation.

9 Here are the actual elements of abuse of process. An
10 ulterior purpose and a willful act in the use of the
11 process not proper in the regular conduct of the
12 proceeding.

13 Now, let me kind of define these two terms. An
14 ulterior purpose exists if the process is used to gain an
15 objective, not legitimate in the use of the process. The
16 improper purpose usually takes the form of coercion, to
17 obtain a collateral advantage, not properly involved in
18 the proceeding itself, such as the surrender of property
19 or the payment of money by the use of the processes as a
20 threat or a club.

21 There is, in other words, a form of extortion. It is
22 what is done in the course of negotiations which
23 constitutes the tort of abuse of process. Proving an
24 abuse of process claim does not require showing that the
25 resulting harm was intended or done with actual malice.

1 Rather, it's the use of the process to coerce or extort
2 that is the abuse.

3 Now, let me define what a willful act is. A willful
4 act has been described as some definite act or threat not
5 authorized by the process or aimed at an object not
6 legitimate in the use of the process. All right. Those
7 are the elements. It is an ulterior purpose and act.

8 Then the Plaintiff must, also, prove damages that
9 resulted from the wrongful conduct of the Defendant which
10 they've alleged.

11 If you decide the Plaintiff is entitled to a verdict
12 for abuse of process, your next step would be to decide
13 how much money the Defendant should be required to pay.
14 And that's what we refer to as a verdict.

15 Actual damages are to compensate the Plaintiffs for
16 their injuries or loss and to put the Plaintiffs as near
17 as possible in the same position that the Plaintiff was in
18 before the incident occurred. In other words, actual
19 damages would be the actual losses and expenses which the
20 Plaintiff has suffered because of the Defendant's
21 negligence.

22 Actual damages include compensation for all injuries
23 which are naturally the proximate result of the wrongful
24 conduct of the Defendant and include any expenses,
25 compensation for emotional distress which the Plaintiffs

1 have proven resulted from the Defendant's conduct. The
2 existence, causation, or amount of damages cannot be left
3 to conjecture, guesswork, or speculation. However, proof
4 of an amount of loss with absolute or mathematical
5 certainty is not required.

6 Damages must be proven with a reasonable degree of
7 certainty and, again, by the preponderance of the
8 evidence. The evidence presented by the Plaintiffs must
9 enable you, the jury, to determine the amount, what amount
10 is fair, just, and reasonable. Okay. Again, with actual
11 damages, the burden is by a preponderance of the evidence
12 and is to compensate the Plaintiffs for any damages or
13 losses they've incurred.

14 Now, another claim in the matter is punitive damages.
15 And, as I said, this will be a higher burden of proof,
16 clear and convincing, which I will define for you. But
17 you can only award punitive damages if you have awarded
18 actual damages. But if you award actual damages, you
19 don't have to award punitive damages unless that's what
20 you find is appropriate.

21 Okay. So if you reward actual damages, you may then
22 consider an award for punitive damages. Punitive damages
23 are intended to punish the Defendant for extraordinary and
24 outrageous misconduct and to prevent the Defendant and
25 others from committing similar acts in the future.

1 Punitive damages can only be awarded when conduct of
2 the Defendant has been something more than mere
3 negligence. The evidence must establish the Defendant's
4 acts were reckless, willful, and wanton, meaning there was
5 a conscious failure to exercise due care, or a conscience
6 indifference to the right and safety of others, or a
7 reckless intentional act. To support an award of punitive
8 damages, the Plaintiffs must prove by clear and convincing
9 evidence that the conduct complained of included a
10 consciousness or wrongdoing at the time of the conduct.

11 Now, let me talk to you about the standard of what
12 clear and convincing means. Clear and convincing is more
13 than just a preponderance or greater weight of the
14 evidence, which requires only proof which persuades you
15 that a party's claim is more likely true than not. On the
16 other hand, clear and convincing proof is not as high a
17 standard as the burden of proof in a criminal case, which
18 is proof beyond a reasonable doubt.

19 Clear and convincing means that the evidence is not
20 ambiguous, doubtful, equivocal, or contradictory.
21 Convincing means persuading by proof of argument, causing
22 one to believe in the truth of what is asserted. Clear
23 and convincing proof establishes in your mind not only
24 that the fact is probable, but that it is highly probable.

25 When a Plaintiff proves by clear and convincing

1 evidence a willful, wanton, reckless, or malicious
2 violation of their rights, it is not only the right, but
3 the duty of the jury to award punitive damages.
4 Accordingly, you should find that the Plaintiffs are
5 entitled to recover punitive damages in addition to actual
6 damages. It would be your duty to include such damages in
7 your verdict and award such an amount as you may deem
8 reasonable and proper in light of the circumstances.

9 Now, when considering punitive damages, here are some
10 of the factors which you can consider. You can consider
11 the character of the Defendant's acts. You can consider
12 the nature and extent of the harm to the Plaintiffs which
13 the Defendant caused or intended to cause, the Defendant's
14 degree of culpability, the punishment that should be
15 imposed, the duration of the conduct, the Defendant's
16 awareness or concealment, the existence of similar past
17 conduct, the likelihood that the award will deter the
18 Defendant and others from like conduct, whether the award
19 is reasonably related to the harm likely to result in such
20 conduct, and the Defendant's ability to pay.

21 To this end, the Defendant's ability to pay a
22 punitive award should be considered. However, the
23 economic bankruptcy factor is not an absolute bar to award
24 punitive damages. So those are the things for you to
25 consider.

1 Now, I'm going to go over the actual verdict form
2 with you.

3 Now, if you will look on here at this verdict form,
4 the top is just merely the caption, the verdict form, and
5 the numbers. So you will have to answer one in question
6 one or you need to answer question two. We the -- please,
7 answer the following question, we, the jury, unanimously
8 find -- and you check the appropriate blank.

9 If you find that the Plaintiff has met their burden
10 on their claim for abuse of process, then you would put a
11 check or an X in the first blank for the Plaintiffs. Then
12 you would determine what the actual damages that you find
13 are appropriate. And in the first blank by the dollars,
14 you'll put the actual amount in -- in dollar amount -- I
15 mean, numbers. And then the next blank, you would write
16 like you're writing a check. And, again, that has to be
17 found by a preponderance of the evidence.

18 Then if you -- B, if you find the Plaintiffs are
19 entitled to actual damages, then you can consider whether
20 the Plaintiffs have proven by clear and convincing
21 evidence that they're entitled to punitive damages. If
22 so, please, indicate the amount below. And if you find
23 that they're entitled to punitive damages, then you would
24 put that amount in there and write the second part like a
25 check.

1 If you find that they are not entitled to punitive
2 damages, then you put a zero in that space. Okay. Then
3 if you find that the Plaintiff has not met their burden,
4 then you would find for the Defendant.

5 Once you have completed this, you would date and sign
6 as the Foreperson. That's your role as the Foreperson.
7 And when you've completed the verdict form, you notify the
8 bailiff. So that's the verdict form that you will have in
9 your jury room to answer.

10 Now, your decision must be unanimous. That means all
11 12 of you must decide on the answer to these questions.
12 And this is to be based on the evidence. It's not to be
13 based on any sympathy, any passion, any prejudice,
14 emotion, anything outside the record.

15 Also, as you begin your deliberations, you may have
16 questions. And that's where your role as the Foreperson
17 comes in. You can write these questions on a piece of
18 paper, you would sign and date it, and give it to the
19 bailiff. The bailiff will bring the question to me. And
20 I will first have to discuss it with the parties. And I
21 can respond in one of two ways. I can either write the
22 response on the note by a written response or I can bring
23 you back in here for some additional instructions.

24 Now, we can't answer factual questions. That's the
25 questions y'all have to answer. A lot of times, you'll

1 have a jury come back and say there was a mention of such
2 and such witness, what did that witness have to say?
3 There will be maybe a mention of some document. If it was
4 not put into the record, then that is not something for
5 you to consider. So we cannot provide you with any
6 additional evidence.

7 Now, there will be -- like I said, the lunch was
8 supposed to come right at 12:30, or somewhere. It may
9 already be back there. I'm not quite sure. But y'all can
10 eat it whenever you feel is appropriate. You can
11 deliberate and eat or you can take a break, eat, and then
12 deliberate. That's totally up to y'all.

13 But I would, also, say that due to your
14 circumstances, you do not need to be discussing the case
15 or any deliberations unless all 12 of you are in the room.
16 Okay. If you need to take a break, then you need to take
17 a break from the deliberation process. So maybe that's
18 when y'all can eat your lunch, or something like that.

19 Now, let me talk to my alternates. Y'all have worked
20 just as hard as everybody else in here and paid just as
21 close attention. But under our rules, you're not able to
22 participate in the deliberation process.

23 But I don't want you to think that your role wasn't
24 just as important. Because if one of these -- the regular
25 jurors were not able to complete the -- for whatever

1 reason were not able to finish the case out, then one of
2 y'all would have had to step in or, otherwise, we would
3 have had to have a mistrial. So it's very important.

4 I always like to say the alternates are kind of like
5 the backup quarterback in the Super Bowl. If the
6 regular quarterback, nothing happens to him, nobody knows
7 who the backup quarterback is. But the moment that the
8 starting quarterback goes down, the most important person
9 in the stadium is the backup quarterback, and you're the
10 same way. But I don't want you to think the fact that
11 we're kicking you out at this point that your role has not
12 been just as important. And you, also, still get lunch.

13 So now, I'm going to send you back to your room. But
14 I can't -- guess what? You can't discuss the case yet.
15 And here's why, I have to make sure I haven't misstated
16 something or that I haven't left something out. If I
17 have, I'll bring you back in just briefly to discuss that
18 and then I'll send you back.

19 So go back. If your lunch is here, don't start
20 eating your lunch yet, because I may have to bring you
21 back. But I'll give you the signal, when the bailiffs
22 bring all of the evidence, the verdict form, and ask the
23 alternates to step out, that's when you can begin your
24 deliberations. Again, I tell you, you're not to
25 deliberate unless all 12 of you are in the room.

1 So with that being said, if you'll step back to your
2 jury room.

3 (WHEREUPON, the jury was excused from open court at
4 approximately 12:18 p.m.)

5 THE COURT: Are there any exceptions from the
6 Plaintiff?

7 MS. O'BRIAN: No, Your Honor.

8 THE COURT: Any exceptions to the jury charge, other
9 than what you previously presented or mentioned?

10 MR. WEDLAKE: No, Your Honor.

11 THE COURT: All right. Y'all look at your exhibits
12 and make sure everything is there. Make sure that
13 there -- there were a couple identified for -- there's a
14 couple of documents identified, but not introduced. Make
15 sure those are not included.

16 (Pause.)

17 THE COURT: Okay. Everything has gone to the jury.
18 The parties have reviewed the evidence and everything was
19 properly sent back to the jury.

20 At this point, let me just tell you, Mr. Wedlake, I
21 know you're not normally involved in this. We have no
22 idea how long a jury can last -- I mean, a jury can be out
23 20 minutes, they can be out 20 hours. There's always the
24 possibility of questions coming up.

25 So I know you want to leave and print, but you need

1 to make sure that we have your phone number. Because if
2 they have a question and they want to come back in, we
3 can't bring them back in and answer the question until you
4 have been consulted.

5 So I think they're going to eat lunch first. So you
6 probably are in good shape to leave. They're not going to
7 begin deliberations until after their lunch.

8 MR. WEDLAKE: So you have 573-6 --

9 THE COURT: I don't -- give that to Ms. Coker.

10 All right. Thank you.

11 We'll be in touch.

12 (WHEREUPON, the proceedings were recessed at
13 approximately 12:23 p.m.)

14 QUESTION FROM THE JURY

15 THE COURT: All right. We have a question. It's an
16 easy question to answer.

17 Mark that as a Court Exhibit.

18 (WHEREUPON, Court's Exhibit No. 3 was marked for
19 identification and admitted into evidence.)

20 THE COURT: The question is, Can we have a
21 calculation of actual damages from the Plaintiff? Signed
22 Stacey Burger, dated today.

23 I guess they're referring to what you put in in your
24 closing. And the easy answer to that, of course, is that
25 was not introduced into evidence. So, therefore, it

1 cannot be sent back to them.

2 MS. O'BRIAN: Yeah, that demonstrative.

3 THE COURT: Any questions or objections to that
4 response?

5 MR. WEDLAKE: So that is the answer to the question,
6 no, they may not?

7 THE COURT: Right. It cannot be sent back there to
8 them because it was not introduced as evidence.

9 MS. O'BRIAN: Do you mind repeating the question one
10 more time, Your Honor?

11 THE COURT: Can we have the calculation of the actual
12 damages from the Plaintiff?

13 MS. O'BRIAN: Can we respond that they can't have the
14 demonstrative, but they can consider the evidence.

15 THE COURT: Right. I will put that it was --

16 MS. O'BRIAN: I want to be cognizant that we do have
17 the exhibits in there that have those dollar amounts.

18 MR. WEDLAKE: Is that factual, Your Honor? I guess
19 I'm not convinced I ever saw any evidence that said
20 anything about emotional distress or punitive damages.

21 THE COURT: Well, there wouldn't be anything on that.
22 That's just -- usually emotional distress is somebody
23 testified, oh, I was stressed, and stuff like that. And
24 punitive damages is based on their review of the record.

25 MR. WEDLAKE: Well, there's no dollar amounts is what

1 I --

2 THE COURT: Well, that's in there any way, yeah.

3 MS. O'BRIAN: Right. So that document that you're
4 holding right there is what we're saying I know that can't
5 go back to the jury. I acknowledge that.

6 MR. WEDLAKE: And there was evidence, Your Honor --

7 THE COURT: No. We're not talking -- I'm just saying
8 that document cannot -- the question is can that document
9 be sent back? The answer is no.

10 MR. WEDLAKE: I understood that.

11 THE COURT: I don't need to know anything else. We
12 don't need to argue about anything else.

13 MR. WEDLAKE: Very good.

14 THE COURT: Okay. My response is going to be, The
15 summary was used for demonstrative purposes only and
16 cannot be provided to the jury.

17 MS. O'BRIAN: I'm just trying -- the summary, yes.

18 THE COURT: How about the summary used in closing
19 argument?

20 MS. O'BRIAN: Yes.

21 THE COURT: Any objection to that?

22 MR. WEDLAKE: No objection, Your Honor.

23 THE COURT: All right.

24 (WHEREUPON, the proceedings were recessed at
25 approximately 1:22 p.m.)

1 (WHEREUPON, Court's Exhibit No. 4 was marked for
2 identification and admitted into evidence.)

3 THE COURT: All right. It's my understanding there is
4 a verdict.

5 Anything from the Plaintiff before I bring the jury
6 in?

7 MS. O'BRIAN: No, Your Honor.

8 THE COURT: Anything from you, Mr. Wedlake?

9 MR. WEDLAKE: No, Your Honor.

10 THE COURT: And usually just to let you -- what
11 happens is, the jury comes in. They hand me the verdict
12 form. I review it and hand it to the clerk to publish.
13 And then she'll ask if that is the jury's verdict. And
14 then I'll dismiss the jury. And then any motions we have
15 from either side, I'll hear at that time.

16 So all right. Bring the jury in.

17 (WHEREUPON, the jury came into open court at
18 approximately 1:57 p.m.)

19 THE COURT: All right. Mr. Foreman, I understand
20 you've reached a verdict.

21 JUROR #11, STACEY BURGER: That is correct.

22 THE COURT: All right. If you would hand it to the
23 bailiff, please.

24 All right. I believe it's in proper form.

25 If you would publish the jury -- I mean, publish the

1 verdict.

2 VERDICT

3 THE CLERK: Your Honor, this is 2020-CP-23-1458,
4 Beverly Taylor, Marvin Taylor, and Ada Alvarez,
5 individually, and on behalf of all vs. Raymond A. Wedlake.
6 We, the jury, unanimously find for the Plaintiff. Actual
7 damages 125,000 and no dollars, punitive damages 250,000
8 and no dollars, signed Stacey Burger, Foreperson, November
9 the 30th, 2023.

10 If this is your verdict, so say you all, please,
11 signify by raising your right hand if so.

12 (WHEREUPON, all jurors raised their right hand.)

13 THE CLERK: Thank you.

14 THE COURT: All right. Anything from the jury from
15 the Plaintiff?

16 MS. O'BRIAN: No, Your Honor.

17 THE COURT: Anything from the jury from the
18 Defendant?

19 MR. WEDLAKE: No, Your Honor.

20 THE COURT: All right. Ladies and gentlemen, thank
21 you for your service this week.

22 I know it's difficult starting back after
23 Thanksgiving. We appreciate your service.

24 If you'll step back in your jury room. And I'll be
25 glad to come back there and answer any questions and talk

1 to y'all. It will just be a few minutes. I'll step back
2 there.

3 Thank you very much.

4 (WHEREUPON, the jury was excused from open court at
5 approximately 1:59 p.m.)

6 THE COURT: All right. Anything from the Plaintiff?

7 MS. O'BRIAN: Your Honor, I think just the matter as
8 far as the judgment goes, we do have the attachment of the
9 property in this case, just to make sure all that's --

10 THE COURT: The judgment will be placed on the record
11 as of today.

12 MS. O'BRIAN: Okay.

13 THE COURT: Any motions, Mr. Wedlake?

14 MR. WEDLAKE: Can I ask or do anything about the
15 amount of the judgments, Your Honor?

16 THE COURT: I mean, you can -- I mean, this is your
17 opportunity to make a motion in that regard.

18 MR. WEDLAKE: Yeah. So I don't think there was
19 evidence that the jury had to consider as to punitive
20 damages in an amount of 250,000. Or did I not hear that
21 properly?

22 THE COURT: I mean, that was the amount.

23 MR. WEDLAKE: So I did hear that properly?

24 THE COURT: I'll tell you what --

25 THE CLERK: I can make a copy.

1 THE COURT: Make a copy and take a few minutes. I'll
2 give you a few minutes to give some thought to your
3 motion. Okay.

4 MR. WEDLAKE: Thank you.

5 THE COURT: All right. We'll be at ease for just a
6 few minutes.

7 (WHEREUPON, a break was taken.)

8 THE COURT: All right. Mr. Wedlake, I'll be glad to
9 hear from you.

10 MR. WEDLAKE: Is there any clarification on the
11 amounts of these awards, Your Honor? Any additional
12 breakdown of what constitutes these figures?

13 THE COURT: No. It's just -- you've got a copy of --
14 the only thing the jury gave us. You've got a copy of the
15 same thing I have.

16 MR. WEDLAKE: Okay. So my motion will be for a
17 judgment notwithstanding the verdict that the amounts of
18 these awards are simply not possible. I don't believe
19 there's any evidence to support these magnitudes. It was
20 a matter of record to the jury to decide to award these
21 amounts.

22 THE COURT: Well, as to the actual damages, the
23 Plaintiff put in and, in fact, their closing arguments had
24 expenses of \$116,428. I mean, that was a solid amount, an
25 actual amount that was put in. In addition, they asked

1 for emotional distress, so that could clearly cover any
2 difference there.

3 So I don't think there's any -- there is evidence --
4 and my role at this point is to determine was there
5 evidence to support the jury's verdict. And I find that
6 there was evidence to support the actual of \$125,000.

7 And on the punitives, there's a three-part test that
8 the Court has to do following a punitive award. And they
9 have to determine the degree of reprehensibility of the
10 Defendant's conduct, the disparity between actual and
11 potential harm suffered by the Plaintiff in the amount of
12 the punitive damages award, and the difference between the
13 punitive damages awarded by the jury, and the civil
14 penalties authorized or imposed in comparable cases.

15 In looking at this 250,000 -- basically, it's two
16 times the actual damages amount. So as to three, that is
17 definitely not a substantial difference. And it's not one
18 that shocks. I think that's within a reasonable range of
19 the actual verdict and believe that it is -- the
20 difference between that and other comparable cases is
21 similar or, actually, on the lower side.

22 As to the reprehensibility of the Defendant's
23 conduct, I believe based on the evidence that was
24 presented that that supports an award of punitive damages.
25 The disparity between the actual and potential harm

1 suffered by the Plaintiff in the amount of punitive
2 damages, I believe in light of what they've gone through
3 over the past six years and -- and, also, the potential
4 for any continued -- I know that there was a change in the
5 bylaws. But still -- there's still arbitration, which is
6 just as significant sometimes as trials. I believe
7 that -- that there -- there is not a disparity that's too
8 great to overcome.

9 So I believe under the various factors that the Court
10 has to consider as to the Constitutionality and due
11 process regarding this award of punitive damages, I find
12 that it is appropriate.

13 So I'm going to deny your motion and let the verdict
14 stand as is.

15 MR. WEDLAKE: The record will show my objection to
16 your position, Your Honor?

17 THE COURT: Yes. And we'll enter a judgment in this
18 amount.

19 MR. WEDLAKE: And I would, also, like to make a
20 second motion, please, Your Honor.

21 THE COURT: Okay.

22 MR. WEDLAKE: I would like to make a motion for a
23 mistrial. Because, with all due respect, items from my
24 proposed charge to the jury were not charged to the jury.
25 And in my perspective, none of the evidence placed before

1 the jury would be consistent with their verdict and their
2 awards.

3 THE COURT: All right. And I believe that we
4 addressed that during the -- when we were discussing the
5 jury charge. One, I'm not -- I don't think that what
6 you've presented to me was even a proposed jury charge.

7 But even considering it with -- giving you all the
8 benefit of the doubt, the only thing that could possibly
9 be deemed as a jury charge were the statute you cited,
10 which I indicated were not evidence in this case. They
11 were not -- those were matters involved in the other and
12 they did not apply to this. Although, you still published
13 it to the jury in your closing argument, even though I
14 ruled otherwise. So you got them in any way. 4.

15 But I'll deny your motion for a mistrial.

16 MR. WEDLAKE: Let the record show my objection to
17 your position, please, Your Honor.

18 THE COURT: All right. Anything else?

19 MR. WEDLAKE: That's all.

20 Thank you.

21 THE COURT: Okay. And just for verification, you
22 spell your name A-L-A-N, Alan?

23 MR. WEDLAKE: Yes, two A's.

24 THE COURT: Okay.

25 MS. O'BRIAN: Your Honor, just for clarity sake, on

1 the names, will it, also, have formerly known as?

2 THE COURT: Right.

3 You said A-L-A-N?

4 MR. WEDLAKE: Double L with A-N at the end.

5 THE COURT: All right. I got it.

6 All right. A judgment has been entered in that
7 amount. And the judgment, I put Raymond Wedlake, also,
8 known as R. Allan Joy for 400,000.

9 MR. WEDLAKE: It's the other way around, sir.

10 THE COURT: I'm sorry. No, your pleadings still say
11 Raymond Wedlake. And there's never been an order changing
12 your name. You've never presented an order changing your
13 name, so.

14 MR. WEDLAKE: I didn't think that was an issue in
15 this trial.

16 THE COURT: Well, I'm just saying for purposes of the
17 record, Raymond Wedlake has to go first because your name
18 was never changed. You've never presented any order
19 changing it or made a motion to that effect, so.

20 MR. WEDLAKE: Well, there again, Your Honor, I
21 thought we squared that away at the beginning that my
22 current name is Joy and my former name was Wedlake.

23 THE COURT: We're putting both on the judgment.

24 MR. WEDLAKE: That's okay. But I was not formerly
25 known as Joy. I am known now --

1 THE COURT: No, also, known as.

2 MR. WEDLAKE: That's all right.

3 THE COURT: I didn't put formerly, it's also known as
4 Wedlake.

5 MR. WEDLAKE: Again, it's not strictly correct for my
6 current status.

7 THE COURT: Well, actually, it is. I looked it up.
8 You do not relieve your name by going under the common
9 law. You only can use this new name, but it does not
10 relieve your use of the old name. It's not like when you
11 get a name change. Under common law, you don't forfeit
12 your old name. You're still responsible for everything
13 under your old name, so.

14 All right. Well, good luck to you, sir.

15 *****END OF TRANSCRIPT OF RECORD*****
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

I, HOLLIE JENKINS, Official Court Reporter for the Thirteenth 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 Greenville County, South Carolina, on the 27th 28th, 29th, and 30th days of November, 2023.

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

June 7, 2024

Hollie M. Jenkins, Court Reporter

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association,
Inc.

Plaintiff (*Pro Se*)

v.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and
William Craigo in their capacity as
Board of Directors of Woodington
Homeowners' Association, Inc.,

Defendant(s).

IN THE COURT OF COMMON
PLEAS

Case No. 2019-CP-23-00269

ORDER

ORDER

On October 28, 2019, this Court heard the following motions: (1) Defendants' Motion for Summary Judgment as to Plaintiff's claims; (2) Defendants' Motion for Summary Judgment as to their counterclaim; (3) Defendants' Motion to Extend ADR deadline; and (4) Plaintiff's Motion to Dismiss Defendants' Counterclaim. Having reviewed the record filings, applicable law, and having heard the Parties' arguments as to each Motion, this Court finds and Orders as follows:

1. Defendants' Motion for Summary Judgment as to Plaintiff's claims is **GRANTED**. Defendants are not the proper parties to this lawsuit nor can Plaintiff's suit stand as a matter of law. Article 8 of the South Carolina Non-Profit Corporations Act, specifically S.C. Code Section 33-31-834(a), states that all "directors, trustees, or members of the governing bodies of not-for-profit cooperatives, corporations, associations, and organizations...are immune from suit arising from the conduct of the affairs of these cooperatives, corporations, associations, or organizations. This immunity from suit is

removed when the conduct amounts to willful, wanton, or gross negligence.” Plaintiff asserted at the hearing that Woodington HOA is a not-for-profit corporation. Plaintiff has named individual Board members as Defendants in this lawsuit. Plaintiff has made no allegations of “willful, wanton, or gross negligence” by Defendants. Defendants are immune from suit in accordance with the language of the Act, supporting case law, and the strong public policy of the State of South Carolina which favors limiting individual liability for actions of a corporation. *See, e.g., Smith v. Dockside Ass’n, Inc.*, 2005 WL 7083482, *4 (S.C. Ct. App. Feb. 28, 2005) (“The General Assembly has provided further protection to directors of nonprofit corporations by enacting South Carolina Code section 33-31-834. That section provides that director of nonprofit organizations are immune from suits arising from the conduct of the affairs of the organization unless the directors’ conduct amounts to ‘willful, wanton, or gross negligence.’”). Further, the Board members are not proper parties as the majority have resigned and no longer have authority to provide the requested relief, demonstrating again that the Board members are not the proper party where Plaintiff seeks information from the HOA. Finally, the list of HOA member confidential votes requested by Plaintiff is not something he is entitled to under the Non-Profit Corporations Act. Wherefore, judgment is entered in favor of Defendants on Plaintiff’s claims.

2. Defendants’ Motion for Summary Judgment as to their counterclaim is **DENIED**.
3. Defendants’ Motion to Extend ADR Deadline is **GRANTED**.
4. Plaintiff’s Motion to Dismiss Defendants’ Counterclaim is **DENIED**.

IT IS SO ORDERED.

The Honorable Robin B. Stilwell
South Carolina Circuit Court Judge



Greenville Common Pleas

Case Caption: Raymond A Wedlake vs. Christopher Edwards , defendant, et al
Case Number: 2019CP2300269
Type: Order/Other

So Ordered

s/ Robin B. Stilwell 2158

Electronically signed on 2019-11-25 09:44:34 page 4 of 4

ELECTRONICALLY FILED - 2019 Nov 25 10:23 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2300269

STATE OF SOUTH CAROLINA

ISSUED BY THE Thirteenth Circuit COURT IN THE COUNTY OF GREENVILLE

Raymond A. Wedlake as a Member of Woodington
Homeowners' Association, Inc., Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Christopher Edwards, Charles Koshis, Denis Esteve,
Michael Keels, and William Craigo in their capacity as
Board of Directors of Woodington Homeowners'
Association, Inc., Defendants

Case Number: 2019-CP-23-00269

Pending in Greenville County

TO:

[WHA MEMBER]

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME , AM

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Five Fork Branch Library, 104 Sunnyside Drive,
Simpsonville, SC

DATE AND TIME December 3, 2019, 09:00 AM

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

PLACE

DATE AND TIME , AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number :

Date

Print Name

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and Telephone Number :
Raymond A. Wedlake
703 Creekview Drive, Greenville, SC 29607

Date

Print Name

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

703 Creekview Drive
Greenville, SC 29607
November 21, 2019

[WHOA Member]
[street address]
Greenville, SC 29607

Subject: Notice of Deposition – Pursuant to Rule 30, South Carolina Rules of Civil Procedure
– Case Number: 2019-CP-23-00269 - Woodington Homeowners' Association, Inc.

Dear Member:

Pursuant to Rule 30(a)(1), SCRCF, please accept service of the enclosed "Depositions Upon Oral Examination", which provides the legal basis and says in part:

RULE 30 DEPOSITIONS UPON ORAL EXAMINATION

(a)(1) When Depositions May Be Taken. After commencement of an action any party may take the testimony of any person, including a party, by deposition upon oral examination. ...

Please note in the enclosed subpoena the date and time for your deposition testimony. Kindly be advised that per Rule 45, SCRCF, depositions are part of a Court-approved process, where:

RULE 45 SUBPOENA

(e) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. ...

Would you be so kind, please in lieu of deposition, to return your signed Statement to allow me to withdraw this subpoena? Otherwise, please note the date and time for your deposition, or voluntarily sign and return only one of "Version A" or "Version B", if you would find that more convenient than giving deposition testimony. If neither version reflects your proper, desired statement, please return an amended-Statement version, or your own version of correct testimony regarding the subject matter.

Thank you.

Sincerely,



Raymond A. Wedlake, Plaintiff, *Pro Se*
864-254-9262 wedlakera@mail.com

Enc: [Notice of Deposition and Deposition Questions]
[Statement "Version A"]
[Statement "Version B"]

Statement "Version A" - Yes, ballots were returned

Pertaining to Two Ballots of November 9, 2018:

Ballot 1: "The Association shall indemnify the 2017 Board Members ..."

Ballot 2: "... the proposed payment plan shall be utilized to pay ..."

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at [street address]?

Please circle: Yes or No

2. Did you return your voted Ballot 1 and Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or No

3. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

Please circle: Yes or No

[Member Signature]

[address]

[Printed Member Name]

Statement "Version B" - No, ballots were not returned

Pertaining to Two Ballots of November 9, 2018:

Ballot 1: "The Association shall indemnify the 2017 Board Members ..."

Ballot 2: "... the proposed payment plan shall be utilized to pay ..."

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at [street address]?

Please circle: Yes or No

2. Did you return your voted Ballot 1 and Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or No

3. Do you affirm that you did not return Ballot 1 nor Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or No

4. Did you intend for your non-returned ballots to be counted by the Board as "FOR" votes?

Please circle: Yes or No

5. Did you convey signed authority relative to these ballots for the Board to vote as your Proxy?

Please circle: Yes or No

6. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

Please circle: Yes or No

[Member Signature]

[address]

[Printed Member Name]

COUNTY OF GREENVILLE

Plaintiff (Pro Se)

VS.

Christopher Edwards, Charles Koshis,
 Denis Esteve, Michael Keels, and William Craig)
 in their capacity as Board of Directors of)
 Woodington Homeowners' Association, Inc.)
Defendants)

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Case No. 2019-CP-23-00269

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that the undersigned Plaintiff, pursuant to Rule 30, SCRPC, will take, or cause to be taken, your deposition testimony upon oral examination as based upon written questions (Exhibit 1) before an official authorized by law to take deposition, per the following:

A) DEPONENT:

[WHOA Member, street address,]

Greenville, SC 29607

B) DATE / TIME:

December 3, 2019 / 09:00 AM

C) LOCATION OF DEPOSITION:

Five Forks Public Library, 104 Sunnydale Drive,

Simpsonville, SC

D) OFFICER BEFORE WHOM THE DEPOSITION IS TO BE TAKEN:

Legal Eagle, Inc.,

107 Legrand Blvd, Greenville, SC 29607

The examination is scheduled for 10 minutes, so please be on time. You are hereby notified and requested to appear. This deposition is being taken for the purpose of discovery, for use at trial and for all other purposes permitted under the rules of this Court and all applicable statutes and laws.

By: Raymond A. Wedlake

Raymond A. Wedlake, Plaintiff, *Pro Se*
703 Creekview Drive
Greenville, SC 29607
864-254-9262
wedlakera@mail.com

November 21, 2019

EXHIBIT 1 - Deposition Questions Pertaining to Two Ballots of November 9, 2018

Ballot 1: "The Association shall indemnify the 2017 Board Members ..." (Exhibit 2)

Ballot 2: "... the proposed payment plan shall be utilized to pay ..." (Exhibit 3)

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at [street address]?

[Please answer "Yes" or "No"]

2. Did you return your voted Ballot 1 and Ballot 2 before the deadline of November 9, 2018?

[Please answer "Yes" or "No" ; if Yes, then skip numbers 3-5]

3. Do you affirm that you did not return Ballot 1 nor Ballot 2 before the deadline of November 9, 2018?

[Please answer "Yes" or "No"]

4. Did you intend for your non-returned ballots to be counted by the Board as "FOR" votes?

[Please answer "Yes" or "No"]

5. Did you convey signed authority relative to these ballots for the Board to vote as your Proxy?

[Please answer "Yes" or "No"]

6. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

[Please answer "Yes" or "No"]

EXHIBIT 3 - Ballot 2 of November 9, 2018

Due by Friday, November 9th

BALLOT #2 [Majority Vote Needed to Pass (34 of 66)]

Should Ballot 1 pass, the proposed payment plan shall be utilized to pay the current legal bill of \$33,000 (\$500 per lot) associated with the lawsuit (only up to the appeal) in which the 2017 Board Members were named as Defendants. The proposed payment plan is contingent upon no unanticipated expenses to the Association arising during the term of the payment plan. The proposed payment plan is as follows:

- \$500 per lot becomes immediately due and payable, but the following payment plan will be followed, so long as the funds are available:
 - \$6600 to be paid immediately from cash-on-hand.
 - \$50 increase in 2019 dues. Upon collection, \$6600 will be paid.
 - A one-time assessment of \$100 per lot due 5/1/2019. Upon collection, \$6600 will be paid.
 - \$6600 to be paid from cash-on-hand at the end of 2019.
 - \$50 increase in 2020 dues. Upon collection, \$6600 will be paid.
- Upon each payment of \$6600, each Member, currently in compliance with this plan, shall have their obligation to pay satisfied by \$100.
- Failure to pay at any of these times will result in a lien being placed on the individual's property for the full remaining balance.
- The remaining balance shall be collected at closing for any outstanding balances of this payment plan.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

** Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"**

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

EXHIBIT 2 - Ballot 1 of November 9, 2018

Due by Friday, November 9th

BALLOT #1 [Majority Vote Needed to Pass (34 of 66)]

The Association shall indemnify the 2017 Board Members (Ben Acord, William Craig, Denis Esteve, and Brian James), the named Defendants in *Raymond A. Wedlake, individually, and derivatively, on behalf of all Members of the Woodington Homeowners' Association, Inc. (Plaintiff) vs. Benjamin Acord, William Craig, Denis Esteve, and Brian James in their capacity as the current Board of Directors of Woodington Homeowners' Association, Inc. (Defendants)*, as well as any former Board members, current Board members, or future Board members named as Defendants in any such action, whether criminal, civil, administrative, or otherwise, where their presence in such lawsuit is due to their capacity as members of the Board.

☐

FOR

☐

AGAINST

SIGNATURE OF MEMBER:

PRINT NAME OF MEMBER:

PROPERTY ADDRESS:

DATE:

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association,
Inc.

Plaintiff (*Pro Se*)

v.

Christopher Edwards, Charles Koshis,
Denis Esteve, Michael Keels, and
William Craigo in their capacity as
Board of Directors of Woodington
Homeowners' Association, Inc.,

Defendant(s).

IN THE COURT OF COMMON
PLEAS

Case No. 2019-CP-23-00269

ORDER

After a hearing on December 13, 2019 on Defendants' Emergency Motion to Quash, this Court finds and orders as follows:

1. Plaintiff's claims have been dismissed pursuant to an Order entered on November 25, 2019.
2. Defendants' are seeking attorneys' fees and costs in a motion scheduled to be heard on January 14, 2020. Defendants' have agreed to dismiss all counterclaims pending the granting of this motion.
3. Defendants' Motion to Quash is temporarily **GRANTED** until January 14, 2020, at which time if Defendants' Counterclaims are dismissed, Defendants' Motion to Quash is fully **GRANTED**.

IT IS SO ORDERED.

The Honorable Edward W. Miller
South Carolina Circuit Court Judge





Greenville Common Pleas

Case Caption: Raymond A Wedlake vs. Christopher Edwards , defendant, et al
Case Number: 2019CP2300269
Type: Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2019-12-17 11:07:56 page 2 of 2

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2300269

Raymond A Wedlake et al
PLAINTIFF(S)

Christopher Edwards et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

This matter is before the Court on the Plaintiff's Emergency Motion to Vacate or in the alternative Stay the Order to Quash Plaintiff's Notices of Deposition. The Court heard the Defendant's Motion to Quash on December 13, 2019 and verbally granted the motion. The Court then entered an Order to Quash the Plaintiff's subpoenas for depositions on December 17, 2019. The Court finds that there is no compelling need for an emergency rehearing of the motion and further finds that the Plaintiff has presented no basis for vacating of staying the Order. Therefore, the Plaintiff's Emergency Motion to Vacate/Stay the Order to Quash is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/17/2019 .

Raymond A Wedlake for Raymond A Wedlake
Woodington Homeowners' Association inc
Raymond A Wedlake for Raymond A Wedlake

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Court Reporter:

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



Greenville Common Pleas

Case Caption: Raymond A Wedlake vs. Christopher Edwards , defendant, et al
Case Number: 2019CP2300269
Type: Order/Electronic Form 4

So Ordered

s/ Edward W. Miller

Electronically signed on 2019-12-17 11:16:09 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2300269

Raymond A Wedlake et al
PLAINTIFF(S)

Christopher Edwards et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

See Ruling below.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/20/2020 .

Woodington Homeowners Association Inc
Raymond A Wedlake for Raymond A Wedlake
Raymond A Wedlake for Raymond A Wedlake

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

PLAINTIFF'S
EXHIBIT

21

Court Reporter:

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

This matter comes before the Court, ostensibly, pursuant to a Motion to Reconsider filed December 26, 2019, by the Plaintiff. Plaintiff asks this Court to reconsider its Order Granting Summary Judgment entered November 26, 2019. Plaintiff's motion is respectfully denied as without merit and not properly before this Court.

Rule 59(e) of the SCRCP provides that a Motion to Alter or Amend "must be served not later than 10 days after receipt of written notice of the entry of the order." The filing of the Motion is untimely as it is significantly outside of the 10 day requirement for filing and service under the rule. Further, Rule 59(g) provides that the moving party must provide a copy of the motion to the Judge within 10 days after the filing of the Motion. There is no affidavit, evidence, or indication that the Judge was served, or provided a copy, by Plaintiff as required under the rule. (To the extent that the Court is mistaken and evidence of service of a written copy exists, this ground will be happily vacated.)

Inasmuch as this Motion is inappropriately filed, the Final Order of this Court bearing upon the subject issue was entered November 26, 2019. That Order stands as unchallenged. The named individuals were, and are, improper Defendants.

Furthermore, to the extent that any party may contend that Plaintiff's Motion for a New Hearing filed November 18, 2019, is still pending, the same is denied.



Greenville Common Pleas

Case Caption: Raymond A Wedlake vs. Christopher Edwards , defendant, et al
Case Number: 2019CP2300269
Type: Order/Electronic Form 4

So Ordered

s/ Robin B. Stilwell 2158

Electronically signed on 2020-02-20 13:16:59 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. No.: 2019-CP-23-01501
Raymond A. Wedlake, as a Member of the Woodington Homeowners' Association, Inc.	)	
	)	
Plaintiff,	)	ORDER GRANTING DEFENDANTS' SCOTT BASHOR, WILLIAM CRAIGO, CHRISTOPHER EDWARDS, DENNIS ESTEVE AND CHARLES KOSHIS IN THEIR CAPACITY AS MEMBERS OF THE CURRENT BOARD OF DIRECTORS OF WOODINGTON HOMEOWNERS' ASSOCIATION, INC.'S MOTION FOR SUMMARY JUDGMENT
v.	)	
Scott Bashor, William Craigo, Christopher Edwards, Denis Esteve and Charles Koshis in their capacity as Members of the current Board of Directors of Woodington Homeowners' Association, Inc.	)	
	)	
and	)	
Doe Entities 1-10, and John & Jane Does 1-10	)	
Defendants.	)	

This matter is before the Court on the Motion of Defendants, Scott Bashor, William Craigo, Christopher Edwards, Dennis Esteve and Charles Koshis in their capacity as Members of the current Board of Directors of Woodington Homeowners' Association, Inc. ("Defendants") for Summary Judgment. A hearing was held on February 27, 2020, with counsel for defendant and the Pro-Se plaintiff present. The Court has reviewed and considered all legal memoranda, exhibits, and oral arguments submitted by the parties. For the reasons stated below, the Court **GRANTS** Defendants' Motion for Summary Judgment.

FACTS

This lawsuit is the fourth lawsuit plaintiff has filed against the WHOA Board and its members. Plaintiff brought this lawsuit alleging that the defendants had breached their fiduciary



duty as board members by accepting a legal invoice from the law firm of McCabe, Trotter and Beverly, P.C., who provided legal services for the WHOA in defending a lawsuit brought by the plaintiff Raymond Wedlake.¹

In April 2018, the WHOA, elected its 2018 Board, in which Chris Edwards, Chip Koshis, Denis Esteve, William Craigo, and Mike Keels were duly elected. On July 13, 2018, the 2018 WHOA Board received a legal bill from McCabe, Trotter and Beverly, P.C. in the amount of \$53,684.50 for legal services rendered in the defense of plaintiff's lawsuit against the 2017 WHOA Board. (C.A. No.: 2017-CP-23-06301.)

On July 27, 2018, the WHOA Board prepared and sent a letter to all WHOA members giving the, notice of a Special Meeting that was to take place on August 21, 2018. On August 21, 2018, the Special Meeting was held to update all members on events affecting the WHOA, including the pending lawsuits brought against the WHOA Board by the plaintiff. Mr. Wedlake was present at this meeting.

On October 11, 2018, the WHOA Board sent a mailing to all members of the WHOA which included:

- Minutes from the Special Meeting held 8/21/18
- Cover sheet explaining each ballot with information as to the required number of responses/votes in order for the balloted item to be accepted by the Association

¹ *Raymond A. Wedlake, individually and derivatively, on behalf of all Members of The Woodington Homeowners' Association, Inc., v. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc., and, Association Management Group SC, Inc., C.A. No.: 2017-CP-23-06301.* On May 29, 2018, following plaintiff's presentation of his case at trial, the Honorable Judge Simmons issued an Order granting the WHOA Board's motion for an involuntary non-suit under rule 41(b) and dismissed plaintiff's case.

- Separate ballots for indemnification and a proposed 'Payment Plan' for the legal services owed to McCabe, Trotter and Beverly, P.C. for their representation of the WHOA Board in the first lawsuit brought by plaintiff and a third ballot which proposed an amendment to the bylaws as it relates to lawsuits brought by WHOA members.
- An article from an industry expert explaining Indemnification as it relates to Directors of Non-Profits Corporations in South Carolina (Woodington Homeowner's Association, Inc. is a South Carolina Non-Profit Corporation)

On October 30, 2018, a Special Meeting was held to discuss current events, detail the ballots and their purpose, and answer any questions WHOA members had as it related to the Ballots. The due date for the ballots was that were sent out October 11, 2018. Fifty One (51) total ballots were returned. :

- Ballot #1 (Indemnification) – PASSED
 - 53 FOR (29 returned and 24 Board Proxies)
 - 12 Against
- Ballot #2 (Payment Plan) – PASSED
 - 56 FOR (32 returned and 24 Board Proxies)
 - 9 Against

These ballots were counted as per Article 17, Section 3, of the Woodington HOA

Bylaws. This section states:

"Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twenty-one (21) days from date of delivery. The voting period shall include at least three Saturdays and three Sundays, where end of the voting period shall be neither Saturday nor Sunday. Ballots of members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members."

On December 6, 2018, a Special Meeting was held in which the ballot results were provided to all WHOA members. On January 11, 2019, the WHOA Board sent a letter out to all WHOA members which detailed the ballot results and advised of the annual meeting scheduled for January 24, 2019.

On January 24, 2019, the Annual Meeting of the Woodington HOA was held. The annual WHOA budget was presented in detail by the Treasurer, Denis Esteve. The budget included line items matching the additional funds to be collected by the approved Payment Plan and corresponding payments of Legal Fees. The Budget was passed by verbal vote of those in attendance. It is believed that the plaintiff, Raymond Wedlake was the only WHOA member present who voted against the proposed budget.

Plaintiff then subsequently filed this lawsuit against the named defendants in their capacity as Board members, claiming that the defendants breached their fiduciary duty to the WHOA by first accepting the invoice for legal services rendered by McCabe, Trotter & Beverly, P.C., and further violated their fiduciary duty by counting the ballots that had been sent out to the community in October of 2018 (ballots pertaining to indemnification and payment plan for legal fees) that were not returned by WHOA members as proxy "Yes" votes in favor of the proposed plan. Upon the filing of this lawsuit, plaintiff moved this Court for an Emergency Injunction to force the WHOA to stop payment on a due and owing debt. A hearing was held before this Court on May 23, 2019 in which the Court denied plaintiff's motion for an Emergency Injunction.

LEGAL STANDARD

Summary judgment is appropriate where, as here, there is “no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.” *Cunningham v. Anderson Cty.*, 414 S.C. 298, 302, 778 S.E.2d 884, 886 (2015); *see also* Rule 56(c), SCRCP. “The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *Wright v. PRG Real Estate Mgmt., Inc.*, 426 S.C. 202, 211, 826 S.E.2d 285, 290 (2019) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is “completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” *Rawlinson Rd. Homeowners Ass’n v. Jackson*, 395 S.C. 25, 33, 716 S.E.2d 337, 342 (Ct. App. 2011) (quoting *David v. McLeod Reg’l Med. Ctr.*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006)). Where a party makes a properly supported motion for summary judgment, the non-moving party cannot survive the motion by resting on unsupported allegations. *Baughman v. AT&T*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citing Rule 56, SCRCP).

CONCLUSIONS OF LAW

The plaintiff asserts that Defendants breached their fiduciary duty to the WHOA members by accepting a legal invoice from a law firm that provided the WHOA Board legal services to defend a lawsuit that plaintiff brought against the 2017 WHOA Board. Additionally, plaintiff asserts that the Defendants breached their fiduciary duty to the WHOA members by not abiding by the WHOA Bylaws and South Carolina Non-Profit Corporation Act. To establish a claim for breach of fiduciary duty, [a claimant] must prove (1) the existence of a fiduciary duty (2) a breach of that duty owed to the [claimant] by the defendant and (3) damages proximately resulting from the wrongful conduct of the defendant.” *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322,

335-36, 732 S.E.2d 166, 173 (2012). In the present case, there is no evidence showing that the Defendants breached their fiduciary duties to the members of the WHOA.

A. The Defendants' Actions Were Proper Under the WHOA Bylaws

The Board properly counted the ballots both returned and not returned in accordance with the WHOA Bylaws, and in no way breached its fiduciary duty to WHOA members. Article 17, Section 3, which is the applicable section of the Bylaws states the following:

Ballots: Ballots are only mentioned in Article XVII (3) of the Woodington By-Laws. Article XVII (3) of the Woodington By-Laws states:

"Any and all issues may be resolved per the simple majority result of vote by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twenty-one (21) days from date of delivery. The voting period shall include at least three Saturdays, and three Sundays, where end of the voting period shall be neither Saturday nor Sunday. Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members."
(See Exhibit "J")

All balloting by the 2018 Board was done strictly by the procedure detailed in this section of the Bylaws. Each ballot sent to members contained the following disclosure as required by the bylaws:

" THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH**"**
(Sec Exhibit "H")

On the Indemnification ballot that was sent out to WHOA members, the Board received 29 returned ballots in favor of indemnification and 12 ballots against indemnification. 24 ballots were not returned and as per the bylaws, were counted as "For" votes for indemnification, giving the Board a total of 53 votes in favor of indemnification. It should be noted that a total of 34

votes is needed for a majority. As clearly evidenced, and as per the bylaws, the Board received 53 votes in favor of indemnification, well over the majority. As such, plaintiff has failed to establish that the Board violated its fiduciary duty by accepting the legal invoice by McCabe, Trotter & Beverly, P.C. and assessed payments on WHOA members for the incurred legal fees without a majority of votes from the community needed to pass the indemnification.

In regard to the second ballot on the proposed payment plan for the legal fees incurred by the Board, the Board received 32 returned ballots in favor of the payment plan and 9 returned ballots against the payment plan. 24 ballots were not returned and as per the Article 17, Section 3 of the Bylaws, the ballots not returned were voted on by the Board in support of the payment plan, giving the Board a total of 56 votes in favor of implementing the proposed payment plan. Again, it is reiterated that a total of 34 votes is needed for a majority. As per the Bylaws, the Board received 56 votes in favor of indemnification of the Board Members legal fees, well over the majority. As such, plaintiff has failed to establish that the Board did not receive a majority of votes needed to pass the payment plan proposal and thus cannot show that the defendants violated their fiduciary duty to the WHOA members.

Based on the plain language of the Bylaws, it appears that the defendants acted in accordance with the WHOA Bylaws, specifically Article 17, Section 3, when counting the votes (all returned and non-returned votes) for indemnification and payment plan for legal fees incurred from a previous lawsuit brought against the Board by the plaintiff. Defendants have done nothing improper, have acted in accordance to the WHOA Bylaws, and did not violate their fiduciary duty to its members. There appears to be no issue of fact when it comes to the plain

language of the Bylaws, and as such, the plaintiff has failed to establish that Defendants breached the fiduciary duty owed to WHOA members.

B. Plaintiff Was On the WHOA Board in 2001 When Article 17, Section 3 was approved by the WHOA members and adopted by the Board.

Plaintiff held the position of Secretary on the WHOA Board in 2001 when Article 17, Sections 1 and 3 were proposed and approved by the Board to the WHOA members. The plaintiff, as Secretary of the Board in 2001, wrote a letter to all WHOA members, dated July 5, 2001, in which he advised members of the results of the vote. In his letter, the plaintiff proclaimed, "Results from the meeting were very positive, as all proposed "By-Laws" amendments were accepted!" The letter further states that "The Board will commit resources, if necessary, to defend the By-Laws" if a legal challenge is brought forth."

The plaintiff was aware of Article 17, Section 3 of the WHOA Bylaws in 2001. It also appears, that plaintiff supported the adoption and implementation of Article 17, Section 3. Now, approximately 19 years later, the plaintiff is challenging the validity of Article 17, Section 3 of the Bylaws, and alleging that the defendants are in breach of its fiduciary duty to the WHOA members because the defendants counted votes in accordance with the Bylaws that the plaintiff himself approved and implemented back in 2001. Plaintiff's contention that the defendants were in breach of their fiduciary duty by approving the indemnification and payment plan initiatives based on Bylaws that plaintiff himself approved and implemented 19 years ago, is misguided.

C. Defendants' Actions Were Proper Under the South Carolina Non-Profit Act

The defendants were not in violation of the South Carolina Non-Profit Act as it pertains to the approval for the proposed ballots for indemnification and payment of legal fees. Section 33-31-708 of the South Carolina Non-Profit Act states the following:

SECTION 33-31-708. Action by written or electronic ballot.

- (a) Unless prohibited or limited by the articles or bylaws, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the corporation delivers a written or electronic ballot to every member entitled to vote on the matter.
- (b) A written or electronic ballot shall:
 - (1) set forth each proposed action; and
 - (2) provide an opportunity to vote for or against each proposed action.
- (c) Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- (d) All solicitations for votes by written or electronic ballot shall:
 - (1) indicate the number of responses needed to meet the quorum requirements;
 - (2) state the percentage of approvals necessary to approve each matter other than election of directors; and
 - (3) specify the time by which a ballot must be received by the corporation in order to be counted.
- (e) Except as otherwise provided in the articles or bylaws, a written or electronic ballot may not be revoked.

As per the WHOA bylaws, a quorum is one quarter $\frac{1}{4}$ of the membership, which currently requires 17 members needing to be present at a meeting to satisfy the quorum requirements. As previously stated, the votes cast by ballot pertaining to the proposal for

indemnification and the payment plan clearly exceeded the quorum (17) required to be present at a meeting authorizing such actions. Further, the number of votes approving the proposed initiatives, which was 53 and 56 respectively, clearly exceeded number of votes that would be required to approve the matter at a meeting, (9 votes would be required for majority for a 17 member quorum), at which the total number of votes cast was the same as the number of votes cast by ballot. Moreover, the voting on indemnification and the payment plan passed even without the required Board votes of unreturned ballots. (29 and 32 votes "For") returned respectively). As such, Defendants clearly adhered to the South Carolina Non-Profit Act, and did not violate their fiduciary duty to the WHOA members by adhering the Bylaws and South Carolina Non-Profit Act.

CONCLUSION

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Defendants' Motion for Summary Judgement is GRANTED and Plaintiff's claims are dismissed with prejudice.

IT IS SO ORDERED.

The Hon. Edward W. Miller
Presiding Judge
Court of Common Pleas
13th Judicial Circuit

Greenville, SC
_____, 2020



Greenville Common Pleas

Case Caption: Raymond A Wedlake , plaintiff, et al vs. Scott Bashor , defendant, et al
Case Number: 2019CP2301501
Type: Order/Summary Judgment

So Ordered

s/ Edward W. Miller

Electronically signed on 2020-03-13 09:54:16 page 11 of 11

2017CP2306301

The Supreme Court of South Carolina

Raymond A. Wedlake, individually and derivatively, on
behalf of all Members of the Woodington Homeowners'
Association, Inc., Petitioner,

v.

ENTERED COMPUTER

Benjamin Acord, William Craigo, Denis Esteve, and
Brian James in their capacity as the current Board of
Directors of the Woodington Homeowners' Association,
Inc., Respondents.

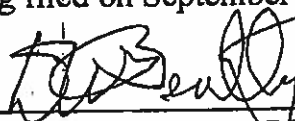
Appellate Case No. 2021-000665

FILED-CLERK OF COURT
PAUL B. WICKENHAUSE
GREENVILLE

2021 OCT 13 PM 2:27

ORDER

This matter was dismissed on June 24, 2021, under Rule 260 of the South Carolina Appellate Court Rules. Rule 260 provides that after the clerk issues an order of dismissal, "[t]he clerk shall remit the case to the lower court . . . unless a motion to reinstate the appeal has been received by the court within fifteen (15) days of filing the order of dismissal." Petitioner filed a timely motion to reinstate, and this Court denied the motion on September 21, 2021. In response to this Court's order, the South Carolina Court of Appeals properly sent the remittitur. Because the remittitur was properly sent pursuant to the South Carolina Appellate Court Rules, no further motion or petition can be considered by this Court. See *Stogsdill v. S.C. Dep't of Health & Human Servs.*, 415 S.C. 568, 784 S.E.2d 669 (2016); *Wise v. S.C. Dept. of Corr.*, 372 S.C. 173, 642 S.E.2d 551 (2007). Accordingly, this Court strikes Petitioner's petition for rehearing filed on September 27, 2021.



C.J.

FOR THE COURT

Columbia, South Carolina
October 6, 2021



cc:

Ely Owen Grote, Esquire

Raymond A. Wedlake

Paul B. Wickensimer

EXHIBIT NOA.3 - Circuit Court Order Affirming Dismissal 05/10/21
FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2305996

Raymond A Wedlake et al
PLAINTIFF(S)

Woodington Homeowners Association Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

See Pg. 2

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/08/2021.

Members Of Woodington Homeowners Association Inc
Woodington Homeowners Association Inc
Raymond A Wedlake for Raymond A Wedlake
Woodington Homeowners Association Inc
Raymond A Wedlake for Raymond A Wedlake

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Court Reporter:

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

This matter comes before the court on Appellants Civil Appeal of the Magistrate Court Order granting Defendants' Motion to Dismiss Plaintiff's Complaint on October 16th, 2020.

The Circuit Court, pursuant to S.C. Code §18-7-170, in Appeals from the Magistrate Court, shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the [magistrate], in whole or in part, as to any or all the parties and for errors of law or fact.

After review of the return, review of the filings on record, and consideration this Court finds no error of law or abuse of discretion. Further, this Court agrees with the Magistrate Court that this lawsuit is an attempt to re-litigate the issues that have already been decided in previous actions. The decision of the Magistrate Court is affirmed.



Greenville Common Pleas

Case Caption: Raymond A Wedlake , plaintiff, et al VS Woodington Homeowners
Association Inc , defendant, et al
Case Number: 2020CP2305996
Type: Order/Electronic Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162

Electronically signed on 2021-05-08 09:27:41 page 3 of 3

EXHIBIT NOA.2

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE MAGISTRATE'S COURT

Raymond A. Wedlake, as a Member of)
Woodington Homeowners' Association,)
Inc. and on behalf of all other similarly)
situated members of Woodington)
Homeowners' Association, Inc.,)

Plaintiffs,)

vs.)

Board of Directors of Woodington)
Homeowners' Association, Inc.,)
comprised of Mona Craig, Edward)
Decker, and Sandra LaCroix; McCabe,)
Trotter & Beverly, P.C.; and State Farm)
Fire and Casualty Company,)

Defendants.)

ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS

C.A. No. 2020CV2310201384

RECEIVED

Aug 09 2021

SC Court of Appeals

THIS MATTER IS BEFORE the court on the defendants' motions to dismiss the plaintiffs' amended complaint. A hearing on these motions was held before me on November 24, 2020. Present at the hearing were Raymond A. Wedlake, appearing *pro se*; Stephanie Kellahan of the firm McCabe, Trotter & Beverly, P.C., attorneys for McCabe, Trotter & Beverly, P.C.; Chris Smith of the firm Clarkson Walsh Coulter, attorneys for the Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craig, Edward Decker, and Sandra LaCroix, and Nicholas A. Farr of the firm Gallivan, White & Boyd, P.A., attorneys for State Farm Fire and Casualty Company. Based upon the arguments of the parties, pleadings, exhibits, applicable law and the record in this case, the court hereby orders that the defendants' motions to dismiss be GRANTED with prejudice.

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Background

The genesis of this lawsuit and the multiple other lawsuits plaintiff has filed against the WHOA Board, stem from a 2016 dispute plaintiff had with the Woodington Homeowners Association ("WHOA") Architectural Committee over a sailboat that plaintiff had painted on his garage door. Plaintiff filed a lawsuit against the WHOA Board titled: *Raymond A. Wedlake, individually and derivatively, on behalf of all Members of The Woodington Homeowners' Association, Inc., v. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc., and, Association Management Group SC, Inc., C.A. No.: 2017-CP-23-06301*. On May 29, 2018, following plaintiff's presentation of his case at trial, the Honorable Judge Simmons issued an Order granting the WHOA Board's motion for an involuntary non-suit under rule 41(b) and dismissed plaintiff's case. Plaintiff's lawsuit was for a declaratory judgment as it pertained to the interpretation of the WHOA bylaws. Plaintiff also sought nominal damages and attorney's fees. Following plaintiff's presentation of his evidence at the trial of this case, the Court granted defendants' motion to dismiss plaintiff's case. Plaintiff appealed the Court's decision, and this matter is currently pending in the Court of Appeals. The WHOA board retained the services of the law firm of McCabe, Trotter & Beverly, P.C. to represent them in that action. The WHOA Board in that action is still being represented by the law firm of McCabe, Trotter & Beverly, P.C. ("MTB") in the pending appeal of that action.

In April 2018, the WHOA elected its 2018 Board, in which Chris Edwards, Chip Koshis, Denis Esteve, William Craigo, and Mike Keels were duly elected. On July 13, 2018, the 2018 WHOA Board received a legal bill from MTB in the amount of \$53,684.50 for legal services rendered in the defense of plaintiff's lawsuit against the 2017 WHOA Board.

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On July 14, 2018, the plaintiff filed a defamation lawsuit against individual WHOA board members, Kristine Lynch and Dawn Vonderbecke, in the Greenville County Court of Common Pleas, titled: *Raymond A. Wedlake, as a Member of the Woodington Homeowners' Association, Inc. vs. Kristine Lynch and Dawn Vonderbecke and John Does & Jane Does numbers 1-10 and Doe Legal Entities numbers 1-10, C.A. No.: 2018-CP-23-03758*. The Clarkson Walsh Coulter law firm defended the individually named defendants in that case.

On January 24, 2019, the Annual Meeting of the Woodington HOA was held. The annual WHOA budget was presented in detail by the Treasurer, Denis Esteve. The budget included line items matching the additional funds to be collected by an approved Payment Plan and corresponding payments of Legal Fees. The Budget was passed by verbal vote of those in attendance. It is believed that the plaintiff, Raymond Wedlake was the only WHOA member present who voted against the proposed budget.

On January 17, 2019, the plaintiff filed a complaint against the WHOA Board that consisted of Christopher Edwards, Charles Koshis, Denis Esteve, Michael Keels and William Craigo in their capacity as Board of Directors of the Woodington Homeowners' Association, Inc., Case No. 2019-CP-23-00269.

On March 23, 2019, the plaintiff filed a lawsuit against the 2019 WHOA Board entitled: *Raymond Wedlake, as a Member of the Woodington Homeowners' Association, Inc. v. Scott Bashor, William Craigo, Christopher Edwards, Denis Esteve and Charles Koshis in their capacity as members of the current Board of Directors of Woodington Homeowners' Association, Inc., CA No.: 2019-CP-23-01501*. The lawsuit claimed that the defendants breached their fiduciary duty to the WHOA by first accepting the invoice for legal services rendered by MTB and further violated their fiduciary duty by counting the ballots that had been sent out to

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the community in October of 2018 (ballots pertaining to indemnification and payment plan for legal fees) that were not returned by WHOA members as proxy "Yes" votes in favor of the proposed plan. These are the same exact claims that plaintiff has brought before the Magistrate's Court in this lawsuit in an attempt to re-litigate the issues that have already been decided in previous actions.

State Farm Fire and Casualty Company ("State Farm") is the liability insurer for WHOA. Upon the filing of this lawsuit, State Farm agreed to provide the HOA Board with a defense in this action under a reservation of rights. The plaintiff subsequently filed the amended complaint in this action. In the amended complaint, the plaintiff amends his allegations against WHOA in an attempt, based on the plaintiff's interpretation of the State Farm policy, to remove any potential insurance coverage afforded WHOA. Likewise, in the amended complaint, the plaintiff asserts a breach of contract claim against State Farm for providing a defense to WHOA on the grounds that the amended complaint allegedly no longer triggers coverage under the State Farm policy.

Legal Standard

Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, the court may dismiss a claim when the defendant demonstrates the plaintiff's "failure to state facts sufficient to constitute a cause of action" in the pleadings filed with the court. *FOC Lawshe Ltd. P'ship v. Int'l Paper Co.*, 352 S.C. 408, 412, 574 S.E.2d 228, 230 (Ct. App. 2002). When ruling on a motion to dismiss for failure to state facts to constitute a cause of action, the court must base its decision solely upon the allegations set forth on the face of the complaint. *Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E.2d 697, 698 (1987). The court must grant the motion if the facts

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alleged in the complaint and the inferences reasonably deduced therefrom do not entitle the plaintiff to relief on any theory of the case. *Id.*

Discussion

I. Collateral Estoppel

"Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009). In the instant case Plaintiff alleges that, due to the alleged bad acts of MTB, WHOA improperly and involuntarily paid an invoice for legal fees related to Case 2017-CP-23-06301. However, Plaintiff filed a lawsuit under that same theory in March 2020 in Case 2019-CP-23-01501¹. Specifically, Plaintiff alleged:

COMES NOW, Raymond A. Wedlake (Plaintiff), in his capacity as a member in good standing of Woodington Homeowners' Association, Inc. (WHOA), and by and through his undersigned legal counsel, Grant M. Gibson, Esq., hereby asserts a breach of covenants and breach of fiduciary duty by Defendants arising from acceptance of an improper invoice from the law firm of McCabe, Trotter, and Beverly, P.C. (McCabe), coupled with disbursement of WHOA funds to McCabe, or any partner or associate thereof.

In Case 2019-CP-23-01501 Plaintiff laid out almost identical facts to allege that several directors of WHOA improperly accepted a bill from MTB, held an improper vote to attempt to approve payment of that bill, miscounted votes in determining the membership approved the vote, demanded the court require WHOA seek recovery of over \$6,000 from MTB, and suggested any funds owed to MTB should be held in escrow until the appeal in case 2017-CP-

¹ MTB was not a named party to Case 2019-CP-23-01501. However, this does not prevent MTB or any other party from asserting collateral estoppel as a bar to this suit because "modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009).

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23-06301 has been decided. These claims were all dismissed via Summary Judgment on March 13, 2020. Specifically, The Honorable Edward Miller held the following:

- "The Board properly counted the ballots both returned and not returned in accordance with the WHOA Bylaws, and in no way breached its fiduciary duty to WHOA members." (Order, p. 6.)
- "[P]laintiff has failed to establish that the Board did not receive a majority of votes needed to pass the payment plan proposal . . ." (Order, p. 7.)
- "Based on the plain language of the Bylaws, it appears that the [board members] acted in accordance with WHOA Bylaws . . ." (Order, p. 7.)
- "[The board members] have done nothing improper, have acted in accordance with the WHOA Bylaws, and did not violate their fiduciary duty to its members." (Order, p. 7.)
- "[The board members] were not in violation of the South Carolina Non-Profit Act as it pertains to the approval for the proposed ballots for indemnification and payment of legal fees." (Order, p. 9.).

Judge Miller's Order in Case 2019-CP-23-01501 unequivocally found that membership of WHOA voted indemnify the individual defendants from Case 2017-CP-23-6301 and such vote was properly held and valid. He further held the membership voted to pay the legal fee invoice submitted by MTB through a payment plan. Plaintiff cannot seek to collaterally attack Judge Miller's holding by seeking relief from this Court. For that reason, Plaintiff's claims related to invoicing and payment of legal fees for Case 2017-CP-23-06301 must be dismissed.

II. Casting Plaintiff in False Light

Plaintiff's amended complaint fails to state a claim and fails to state facts sufficient to constitute a cause of action against MTB pursuant to Rule 12(b)(6), SCRPC because South Carolina does not recognize a cause of action for "Casting in a False Light." Even if the court were to interpret this claim as a cause of action for defamation, said claim is barred by the statute of limitations. A claim for libel or slander must be brought within two years. S.C. Code §15-3-

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550. The statute of limitations begins running at the time of the allegedly defamatory statement because "South Carolina has not adopted the discovery rule in libel and slander cases." *Jones v. City of Folly Beach*, 326 S.C. 360, 369, 483 S.E.2d 770, 775 (Ct. App. 1997). Plaintiff's amended complaint states on its face that the allegedly defamatory statement was made September 20, 2016. While Plaintiff's amended complaint alleges the statute of limitations cannot begin to run until Plaintiff learned MTB "acted on [its] own initiative," Plaintiff does not, and cannot, cite any authority for this position. Instead, the case law of this state is clear that the statutory period began on September 21, 2016 and expired on September 21, 2018. Plaintiff did not bring this suit until almost 2 years after that time. For these reasons Plaintiff's claim for defamation must be dismissed.

III. Conspiracy

Plaintiff's claim for conspiracy must also be dismissed pursuant to Rule 12(b)(6) because Plaintiff has failed to state with specificity what special damages he suffered as a result of an alleged conspiracy. Special damages are an essential element in proving a claim for conspiracy. *LaMotte v. Punchline of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988). Specifically, damages alleged in a civil conspiracy claim must go beyond those alleged in other causes of action. *Pye v. Estate of Fox*, 369 S.C. 555, 633 S.E.2d 505 (2006). However, in this case the damages sought by Plaintiff, a refund of legal fees allegedly paid in violation of the WHOA's covenants, are the same damages sought by Plaintiff for its Breach of Contract claim. Additionally, Plaintiff has failed to specifically state the special damages allegedly suffered as required by Rule 9(g), SCRPC. As such, the conspiracy claim must be dismissed.

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IV. Plaintiff Lacks Standing to Bring a Derivative Suit

Plaintiff has failed to meet the requirements of Rule 23, SCRCP, and therefore lacks standing to bring a derivative suit. Plaintiff does not fairly and adequately represent the members of WHOA, and Plaintiff's amended complaint fails to allege that he does. In fact, there is currently pending before the Court of Common Pleas for Greenville County a class action lawsuit brought by other members of WHOA alleging ²:

1. This case is about Defendant's actions of harassing his neighbors, eroding community camaraderie, and subjecting the Woodington residents to unnecessary legal expenses, using the Court system and its inherent authority to give credence to his bullying tactics. Defendant has engaged in a clear pattern of harassment through the use of the Court system and its elements through his frivolous lawsuits.

In 2019 The Greenville News published a story outlining Mr. Wedlake's harassment of his neighbors. <https://www.greenvilleonline.com/story/news/2019/04/02/sc-hoa-says-lawsuits-bankrupting-their-greenville-community/2919200002/>. Specifically, at least nine members met with the newspaper to discuss the endless lawsuits filed by Mr. Wedlake. Additionally, Plaintiff's own complaint shows that 29 members of WHOA returned ballots indicating they voted for indemnification and 32 members of WHOA returned ballots indicating they voted for the payment plan. This alone demonstrates Plaintiff's amended complaint is not representative of the position of the WHOA members. As such, he is not allowed to bring this suit derivatively.

Additionally, plaintiff cannot bring a derivative suit on behalf of a non-profit corporation as a *pro se* litigant. In a derivative suit the shareholder bringing the suit is only a nominal plaintiff and the corporation is the real party in interest. *Johnson v. Baldwin*, 69 S.E.2d 585, 588

² 2020-CV-23-01458 was filed March 9, 2020 against Defendant Raymond A. Wedlake. A trial court may take judicial notice of previously entered, related court documents and consider them when ruling on a Motion to Dismiss under Rule 12(b)(6), SCRCP. See *Doe v. Bishop of Charleston*, 407 S.C. 128, 134 n. 2, 754 S.E.2d 494, 497 n. 2 (2014).

 8

221 S.C. 141, 149 (1952). In the instant action plaintiff is attempting to represent the corporate entity and "six similarly situated HOA members." State law prohibits an individual from practicing law without first possessing a law license. S.C. Code § 40-5-310. While a non-lawyer is allowed to represent a corporation before the magistrate court, the corporation must first give the non-lawyer "written authorization from the entity's president, chairperson, general partner, owner, or chief executive officer." *In re Unauthorized Practice of Law Rules Proposed by SC Bar*, 422 S.E.2d 123, 124, 309 S.C. 304, 306 (1992). Such written authorization must be submitted to the magistrate at the time the initial pleading in the case is filed. S.C. Code § 33-1-103. Plaintiff is not a licensed lawyer and therefore may not represent his fellow HOA members in this suit. Additionally, plaintiff has not submitted written authorization from the WHOA's chief executive officer and therefore cannot represent the corporation before this court. For these reasons I find plaintiff's derivative claims must be dismissed.

V. Plaintiff is not a party to the State Farm Insurance Policy

In this matter, Plaintiff has asserted a breach of contract claim against State Farm, disputing whether the claims he has asserted against WHOA are covered by the terms and conditions of the State Farm policy. The State Farm policy at issue was issued to WHOA. The plaintiff is not a party to the insurance contract. Under South Carolina law, an injured person who is not a party to the insurance contract has no standing to litigate a dispute between an insurer and an insured unless he has first established liability against the insured. *Park v. Safeco Ins. Co. of America*, 251 S.C. 410, 162 S.E.2d 709, 711 (1968); *see also Erwin v. Universal Underwriters Ins. Co.*, 2007 WL 30288 (holding that injured motorcyclist lacked standing to pursue claims against tortfeasor's insurer without obtaining judgment against tortfeasor). Here, the plaintiff has not established liability on the part of WHOA. In addition, the court is not

SM
p9 9

aware of any dispute between State Farm and its insured, WHOA. As he is not an insured under the State Farm policy, the plaintiff has no standing to bring a breach of contract claim as to the available coverage under the policy. As such, his claims must be dismissed.

CONCLUSION

For the foregoing reasons, the Court GRANTS the defendants' motions to dismiss. IT IS HEREBY ORDERED that the plaintiff's amended complaint be dismissed in its entirety with prejudice.



The Honorable Laura M. Saunders
Judge, Fairview/Austin Summary Court

Greenville, South Carolina

December 28, 2020



10

36



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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September 21, 2021

ENTERED COMPUTER

The Honorable Paul B. Wickensimer
Courthouse
305 E North St
Greenville SC 29601-2121

REMITTITUR

Re: Raymond A. Wedlake v. Benjamin Acord
Lower Court Case No. 2017CP2306301
Appellate Case No. 2018-001209

7/21 SEP 28 AM 9:15
FILED-CLERK OF COURT
PAUL B. WICKENSIMER
GREENVILLE SC 29601

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

Catherine J. Fanning, deputy
CLERK

Enclosure

cc: Raymond A. Wedlake
Ely Owen Grote, Esquire



The South Carolina Court of Appeals

Raymond A. Wedlake, individually and derivatively, on
behalf of all Members of the Woodington Homeowners'
Association, Inc., Appellant,

v.

Benjamin Acord, William Craigo, Denis Esteve, and
Brian James in their capacity as the current Board of
Directors of the Woodington Homeowners' Association,
Inc., Respondents.

Appellate Case No. 2018-001209

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Rule 221, SCACR. In his petition for rehearing, Appellant Raymond Wedlake indicates the Woodington Homeowners' Association Bylaws are recorded with the Greenville County Registrar of Deeds. This argument has not been presented before, and we cannot address it at the rehearing stage. Accordingly, the petition for rehearing is denied.

H B Wed J.
Paul Roman J.
D. Han J.

FILED-CLERK OF COURT
PAUL S. WILSON
GREENVILLE, SOUTH CAROLINA

2021 SEP 28 AM 9:16

Columbia, South Carolina

FILED
Jun 15 2021

cc:

Raymond A. Wedlake

Grant Henry Gibson, Esquire

Ely Owen Grote, Esquire

The Honorable Charles B. Simmons, Jr.

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Raymond A. Wedlake, individually and derivatively, on
behalf of all Members of the Woodington Homeowners'
Association, Inc., Appellant,

v.

Benjamin Acord, William Craigo, Denis Esteve, and
Brian James in their capacity as the current Board of
Directors of the Woodington Homeowners' Association,
Inc., Respondents.

Appellate Case No. 2018-001209

Appeal From Greenville County
Charles B. Simmons, Jr., Master-in-Equity

Unpublished Opinion No. 2021-UP-113
Submitted February 1, 2021 – Filed April 7, 2021

AFFIRMED

Grant Henry Gibson, of G. Gibson & Associates, LLC, of
St. Augustine, Florida, for Appellant.

Ely Owen Grote of McCabe, Trotter & Beverly, P.C., of
Columbia for Respondent.

FILED-CLERK OF COURT
PAUL B. WICKS
GREENVILLE, SOUTH CAROLINA

2021 SEP 28 AM 9:16

PER CURIAM: Raymond Wedlake appeals the Master-in-Equity's grant of the Woodington Homeowner Association (WHOA) Board's Rule 41(b), SCRC motion for involuntary non-suit on seven stipulated issues for trial as to whether Wedlake, on behalf of WHOA: (1) was entitled to a declaration the Board must comply with and enforce WHOA's By-Laws; (2) was entitled to a declaration the By-Laws place a duty on the Board to fill a vacancy on the Board and the Board must make reasonable efforts to do so; (3) was entitled to a declaration the By-Laws require a majority of all members to both enter into and to renew a management contract; (4) was entitled to a declaration the By-Laws do not permit a Board member to remain beyond a five-year term; (5) was entitled to a declaration the By-Laws do not permit delegation of the role or authority of the Board; (6) was entitled to a declaration the By-Laws require the Board to send out a ballot to the membership for voting if a proposed amendment to the By-Laws is submitted by an eligible member; and (7) whether Wedlake, in his individual capacity, was entitled to nominal damages if it was found the Board improperly failed to appoint him to the Board. Wedlake also asserts the Master erred in failing to take judicial notice of a copy of the WHOA By-Laws or to allow Wedlake to admit the By-Laws into evidence after the close of his case. We find the Master did not err in granting an involuntary non-suit, in refraining from taking judicial notice of the By-Laws, or in declining to reopen to record to allow the By-Laws to be admitted at trial. Accordingly, we affirm.¹

1. The Master did not err in refraining from taking judicial notice of the copy of the By-Laws Wedlake attached to his complaint. *See* Rule 201(b), SCRE ("A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned."). First, the content of the WHOA By-Laws is not general common knowledge, nor can the accuracy of the version Wedlake included in the complaint be ascertained or authenticated by "readily available sources of indisputable reliability." *Eadie v. H.A. Sack Co.*, 322 S.C. 164, 172, 470 S.E.2d 397, 401 (Ct. App. 1996) ("A fact is not subject to judicial notice unless the fact is either of such common knowledge that it is accepted by the general public without qualification or contention, or its accuracy may be ascertained by reference to readily available sources of indisputable reliability."). Instead, the proper

¹ Nothing in this opinion shall be construed as a comment on the appropriateness of the attorneys' fees accrued by the Board's counsel during the trial and appeal of this case, or on the actions and assessments of the Board in order to pay the attorneys' fees while this case was on appeal.

avenue for proving what the WHOA By-Laws stated was to introduce and authenticate a copy of the By-Laws at trial. *See State v. Green*, 427 S.C. 223, 229, 830 S.E.2d 711, 714 (Ct. App. 2019) ("All evidence must be authenticated."); *see also Moss v. Aetna Life Ins. Co.*, 267 S.C. 370, 377, 228 S.E.2d 108, 112 (1976) (holding judicial notice could not be taken of the fact business was sold, as proof of the sale could only be ascertained from the records of the corporation or from someone with personal knowledge of the sale).

2. The Master did not abuse his discretion in declining Wedlake's request to admit a copy of the By-Laws into evidence immediately following the Board's motion for non-suit. *See Brenco v. S.C. Dep't of Transp.*, 377 S.C. 124, 127, 659 S.E.2d 167, 169 (2008) (stating "the trial judge is endowed with considerable latitude and discretion in allowing a party to reopen a case"); *id.* at 128, 659 S.E.2d at 169 (holding trial court did not abuse its discretion by refusing to allow the party who had the burden of proof a second opportunity to present evidence when it had ample opportunity to do so during trial).

3. Stipulated issue three—whether Wedlake, on behalf of WHOA, is entitled to a declaration that the By-Laws require a majority of all members to both enter into and to renew a management contract—was dropped at trial by agreement, and the Master found in his order that it was properly dismissed under Rule 43(k), SCRPC. Wedlake does not appeal this finding, and it is the law of the case. *See Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

4. As to stipulated issues one, two, four, and five, the Master did not err in finding they were moot at the time of trial. As to stipulated issue one, the Board admitted into evidence at trial the June 17, 2017 email from the president of the Board, stating, "The law must be followed. By election to the Board, we did agree to abide by the By-Laws." Accordingly, there was no controversy between the parties over the issue of whether the Board must comply with the WHOA By-Laws. *See S.C. Pub. Interest Found. v. S.C. Dep't of Transp.*, 421 S.C. 110, 121, 804 S.E.2d 854, 860 (2017) ("A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy." (quoting *Sloan v. Greenville Cnty.*, 380 S.C. 528, 535, 670 S.E.2d 663, 667 (Ct. App. 2009))). As to stipulated issue two, Wedlake admitted at trial there was no current vacancy on the Board, and he did not assert the matter was of public interest, had future or collateral consequences for the parties, or that the issue would truly evade review if it occurred again in the future. *See id.* (noting party bringing action has burden to show moot issues fall into an exception to the mootness doctrine); *Curtis v. State*, 345 S.C. 557, 568, 549 S.E.2d 591, 596 (2001) (explaining the three exceptions to

the mootness doctrine occur when an issue is of important public interest, when it effects future events or has collateral consequences for the parties, or when it is capable of repetition but evading review); *Byrd v. Irmo High Sch.*, 321 S.C. 426, 430–31, 468 S.E.2d 861, 864 (1996) ("A justiciable controversy is a real and substantial controversy which is appropriate for judicial determination, as distinguished from a dispute or difference of a contingent, hypothetical or abstract character."). Accordingly, issue two was moot at the time of trial. As to stipulated issue four, Wedlake admitted the members of the 2017 Board were elected to their position at the 2017 WHOA annual meeting and were serving the first year of their term. Wedlake did not assert that one of these Board members would be serving past the expiration of his term or that the hypothetical situation of a member serving past his term was a matter of public interest, had future or collateral consequences for the parties, or that the issue would truly evade review if it occurred again in the future. *See S.C. Pub. Interest*, 421 S.C. at 121, 804 S.E.2d at 860; *Curtis*, 345 S.C. at 568, 549 S.E.2d at 596; *Byrd*, 321 S.C. at 430–31, 468 S.E.2d at 864. Accordingly, we agree with the Master that issue two was moot at the time of trial. As to stipulated issue five, Wedlake testified he perceived that the Board secretary's delegation of minute keeping to the Board's management company was improper. However, at the time of trial, the management company in question no longer served as WHOA's management company and the secretary was no longer serving on the Board. Wedlake did not allege any other improper delegation of duty, and any declaration from this court on some other hypothetical delegation of authority would be advisory in nature and would have no practical legal effect on an existing controversy. *See Curtis*, 345 S.C. at 567, 549 S.E.2d at 596 ("An appellate court will not pass on moot and academic questions or make an adjudication where there remains no actual controversy."). Accordingly, issue five was moot at the time of trial.

5. As to stipulated issue six, we find the issue was not moot at the time of trial, as it affected an on-going controversy—namely whether the Board was required to submit a ballot to the WHOA membership on Wedlake's proposed addition of an alternative-dispute resolution provision to the By-Laws. During his case in chief, Wedlake testified he helped draft the WHOA By-Laws, which included a "ballot provision" requiring the WHOA Board to send a ballot to all members of WHOA when an eligible WHOA member proposed an amendment to the By-Laws. Wedlake explained he had proposed an amendment to the By-Laws allowing for alternative dispute resolution when disputes arose between members and the Board, but the vote for his amendment had "been blocked by the current Board." On cross-examination, the Board asked Wedlake about this issue, and specifically, whether Wedlake was required to "force a special meeting" under the By-Laws in

order to have his amendment voted upon. Wedlake disagreed this was the necessary course to take; however, on re-direct, he did not further comment on the issue, did not produce any other evidence in support of his position, and no version of the WHOA By-Laws was admitted into evidence at trial. Because the Master may weigh evidence in a non-jury trial on a motion for non-suit after the plaintiff has rested its case, we find the record supports the Master's determination that Wedlake did not prove he was entitled to a declaration, on behalf of WHOA, that the WHOA Board must send a ballot to all members of WHOA when an eligible WHOA member proposed an amendment to the By-Laws. *See Johnson v. J.P. Stevens & Co.*, 308 S.C. 116, 118, 417 S.E.2d 527, 529 (1992) ("Under Rule 41 in a nonjury trial, the trial judge clearly may dismiss the action even though the plaintiff may have established a *prima facie* case. Rule 41(b) allows the judge as the trier of facts to weigh the evidence, determine the facts and render a judgment against the plaintiff at the close of his case if justified."); *id.* at 117, 417 S.E.2d at 528 (stating that on appeal from the grant of a motion for involuntary non-suit, this court must affirm the Master's findings if there is any evidence to support them).

6. As to stipulated issue seven, the Master made no specific findings of fact in denying Wedlake's individual action for damages resulting from the Board's failure to appoint him to the Board upon the secretary of the Board's resignation, stating only: "I find [Wedlake] is not entitled to an award of any damages against [the Board]." However, in granting involuntary non-suit on Wedlake's derivative action, the Master found Wedlake failed to satisfy his burden of proving he was entitled to a declaration "the Board had a duty to fill a vacancy." There is evidence in the record to support this finding. Specifically, during Wedlake's cross-examination, the Board introduced the Board president's June 17, 2017 email to Wedlake in which the president described the actions the Board took at WHOA's second-quarter meeting to assign the resigned member's duties to another Board member and provided several references to By-Law provisions in support of the Board's actions in this regard. Because this evidence indicates Wedlake's interpretation of the By-Law provisions regarding replacement of a Board member was not the only plausible interpretation of the By-Laws, we affirm the Master's grant of involuntary non-suit on Wedlake's individual action for nominal damages against the Board. *See Johnson*, 308 S.C. at 117, 417 S.E.2d at 528 (stating that on appeal from the grant of a motion for involuntary non-suit, this court must affirm the Master's findings if there is any evidence to support them).

7. The Master also granted involuntary non-suit on other grounds. Because we affirm on the issues above, we decline to address the remaining issues on appeal. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518

S.E.2d 591, 598 (1999) (providing that an appellate court need not address remaining issues when resolution of a prior issue is dispositive).

WILLIAMS, THOMAS, and HILL, JJ., concur.

AFFIRMED.²

² We decide this case without oral argument pursuant to Rule 215, SCACR.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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April 27, 2022

Raymond A. Wedlake
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PO Box 6728
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Mr. Nicholas Andrew Farr, Esquire
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Ms. Jennifer Elizabeth Johnsen, Esquire
PO Box 10589
Greenville SC 29603

Ms. Natalie Rae Ecker, Esquire
55 Beattie Place
Suite 1200
Greenville SC 29603



Re: Raymond Wedlake v. Woodington Homeowners' Association
Appellate Case No. 2021-000511

Dear Mr. Wedlake and Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

V. Claire Allen

CLERK

cc: The Honorable Letitia H. Verdin

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Raymond A. Wedlake, as a Member of Woodington
Homeowners' Association, Inc. and on behalf of all other
similarly situated members of Woodington Homeowners'
Association, Inc., Appellant,

v.

Board of Directors of Woodington Homeowners'
Association, Inc., comprised of Mona Craig, Edward
Decker, and Sandra LaCroix; McCabe, Trotter, &
Beverly, P.C.; and State Farm Fire and Casualty
Company, Respondents.

Appellate Case No. 2021-000511

Appeal From Greenville County
Letitia H. Verdin, Circuit Court Judge

Unpublished Opinion No. 2022-UP-184
Submitted April 14, 2022 – Filed April 27, 2022

AFFIRMED

Raymond A. Wedlake, of Greenville, pro se.

James P. Walsh, of Clarkson, Walsh & Coulter, P.A., of
Greenville, for Respondents Board of Directors of

Woodington Homeowners' Association, Inc., Mona
Craig, Edward Decker, and Sandra LaCroix.

Stephanie Trotter Kellahan, of McCabe, Trotter &
Beverly, P.C., of Columbia, for Respondent McCabe,
Trotter & Beverly, P.C.

Jennifer Elizabeth Johnsen, of Gallivan, White & Boyd,
PA, of Greenville; Natalie Rae Ecker, of Greenville; and
Nicholas Andrew Farr, of Rogers Townsend LLC, of
Greenville, all for Respondent State Farm Fire and
Casualty Company.

PER CURIAM: Raymond A. Wedlake appeals the circuit court's Form 4 order affirming the magistrate court's dismissal of his complaint. On appeal, Wedlake argues many issues. We affirm pursuant to Rule 220(b), SCACR.

1. As to issues B, F, G, H, I, and M: *Rydde v. Morris*, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (2009) ("On appeal from the dismissal of a case pursuant to Rule 12(b)(6), [SCRCRCP], an appellate court applies the same standard of review as the trial court."); *id.* ("That standard requires the Court to construe the complaint in a light most favorable to the nonmovant and determine if the 'facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case.'" (quoting *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001))).

2. As to issues AA, AB, and A: *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009) ("Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same."); *id.* ("The party asserting collateral estoppel must demonstrate that the issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment.").¹

¹ As to issue AC: *id.* at 554-55, 684 S.E.2d at 782 ("While the traditional use of collateral estoppel required mutuality of parties to bar relitigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and

3. As to issue C: *Trancik v. USAA Ins. Co.*, 354 S.C. 549, 553-54, 581 S.E.2d 858, 861 (Ct. App. 2003) (holding a third party who is not a party to a contract cannot bring suit for breach of contract); *Park v. Safeco Ins. Co. of America*, 251 S.C. 410, 415, 162 S.E.2d 709, 711 (1968) (providing an injured person who is not a party to the insurance contract has "no primary standing to litigate a dispute between the insured and insurer until and unless he establishes liability against [the insured]").

4. As to issue D: The magistrate court's order addressed causes of action raised in the complaint and the amended complaint. Thus, we find Wedlake's argument without merit.

5. As to issue E, K, and L: *Brown v. Stewart*, 348 S.C. 33, 49, 557 S.E.2d 676, 684 (Ct. App. 2001) ("A shareholder may maintain an individual action only if his loss is separate and distinct from that of the corporation. A shareholder's suit is derivative if the gravamen of his complaint is an injury to the corporation and not to the individual interest of the shareholder." (quoting *Hite v. Thomas & Howard Co.*, 305 S.C. 358, 361, 409 S.E.2d 340, 342 (1991), *overruled on other grounds by Huntley v. Young*, 319 S.C. 559, 560, 462 S.E.2d 860, 861 (1995))); Rule 23(b)(1), SCRCP ("The derivative action may not be maintained if it appears that the plaintiff does not fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association."). To the extent Wedlake argues he represents the members of Woodington Homeowners' Association, Inc., this argument is without merit: *In re Unauthorized Prac. of L. Rules Proposed by S.C. Bar*, 309 S.C. 304, 306, 422 S.E.2d 123, 124 (1992) ("We modify [South Carolina case law] today to allow a business to be represented by a non-lawyer officer, agent or employee . . . in civil magistrate's court proceedings. . . . The magistrate shall require a written authorization from the entity's president, chairperson, general partner, owner or chief executive officer, or in the case of a person possessing a Limited Certificate, a copy of that Certificate, before permitting such representation.").

6. As to issue J: *Brown v. Pearson*, 326 S.C. 409, 422, 483 S.E.2d 477, 484 (Ct. App. 1997) (explaining no South Carolina case has recognized a cause of action for "false light"). To the extent Wedlake's cause of action for "false light" can be construed as one for defamation: *Harris v. Tietex Int'l Ltd.*, 417 S.C. 533, 542, 790 S.E.2d 411, 416 (Ct. App. 2016) ("In South Carolina, defamation claims are

fair opportunity to previously litigate the issues." (quoting *Snavelly v. AMISUB of S.C., Inc.*, 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct. App. 2008))).

subject to a two-year statute of limitation."); *id.* ("The limitations period begins when the alleged defamatory statement is made, not when the plaintiff learns of the statement.").

AFFIRMED.²

GEATHERS and HILL, JJ., and LOCKEMY, A.J., concur.

² We decide this case without oral argument pursuant to Rule 215, SCACR.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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April 27, 2022

Raymond A. Wedlake
703 Creekview Drive
Greenville SC 29607

Mr. James P. Walsh, Esquire
PO Box 6728
Greenville SC 29606

Re: Raymond A. Wedlake v. Scott Bashor
Appellate Case No. 2020-000506

Dear Mr. Wedlake and Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

V. Claire Allen

CLERK

cc: The Honorable Edward W. Miller



**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Raymond A. Wedlake, as a Member of Woodington
Homeowners' Association, Inc., Appellant,

v.

Scott Bashor, William Craigo, Christopher Edwards,
Denis Esteve and Charles Koshis in their capacity as
Members of the current Board of Directors of
Woodington Homeowners' Association, Inc., and Doe
Entities 1-10, and John & Jane Does 1-10, Respondents.

Appellate Case No. 2020-000506

Appeal From Greenville County
Edward W. Miller, Circuit Court Judge

Unpublished Opinion No. 2022-UP-183
Submitted April 14, 2022 – Filed April 27, 2022

AFFIRMED

Raymond A. Wedlake, of Greenville, pro se.

James P. Walsh, of Clarkson, Walsh & Coulter, P.A., of
Greenville, for Respondents.

PER CURIAM: Raymond A. Wedlake appeals the circuit court's grant of summary judgment in Respondents' favor. On appeal, Wedlake argues (1) the circuit court erred in finding there was no genuine issue of material fact and granting summary judgment, (2) "The Order Quotes By-Laws But Does Not Mention The 'Covenants,' That Control When By-Laws Are In Conflict, Which Is An Error Of Law," (3) "Though The Order Quotes By-Laws, The Failure Of The Order To Address And To Properly Cite 'The South Carolina Nonprofit Corporation Act of 1994' (NPCA), As To Votes And Vote Counting, Constitutes A Reversible Error Of Law," (4) the circuit court erred in denying Wedlake due process and equal protection of the laws, and (5) the circuit court erred in accepting false claims without evidentiary support, "many of which appear in the Order in violation of the Judge's direction as stated in the Transcript." We affirm.

1. Because Wedlake failed to establish any genuine issue of material fact to support his allegations that Respondents breached their fiduciary duty, we hold the circuit court did not err by granting Respondents' motion for summary judgment. *See USAA Prop. & Cas. Ins. Co.*, 377 S.C. 643, 653, 661 S.E.2d 791, 796 (2008) ("When reviewing the grant of a summary judgment motion, appellate courts apply the same standard that governs the trial court under Rule 56(c), SCRCF, which provides that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law."); *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012) ("To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant.").

2. We hold Wedlake's remaining issues are not preserved for appellate review because they were not ruled on by the circuit court nor raised in a Rule 59(e), SCRCF, motion. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.").

AFFIRMED.¹

GEATHERS and HILL, JJ., and LOCKEMY, A.J., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

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Oct 03 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE
COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No.: 2023-001889
Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor, and Ada Alvarez, individually
and on behalf of all similarly situated individuals,

Respondents,

v.

Raymond A. Wedlake a/k/a R. Allan Joy,

Appellant

PROOF OF SERVICE

I certify that I have served a copy of Respondents' Supplemental Record on Appeal on Appellant by sending a copy to R. Allan Joy (a/k/a Raymond A. Wedlake) via email to ral4joy102@proton.me, pursuant to agreement between parties as filed by Appellant, on **October 3, 2024.**



Emily O'Brian