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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

The Honorable R. Scott Sprouse, Circuit Court Judge

Appeal No.: 2024-001841

Arlene Gariepy, Lee Gariepy, Kimberlee Elliott
and Noah Gariepy, ... Plaintiffs/Respondents,

v.

Midgard Self Storage Seneca SC, LLC,
and Reliant Real Estate Management, LLC, ... Defendants/Appellants.

RECORD ON APPEAL

McANGUS GOUDELOCK & COURIE

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3700716

Arlene Gariepy et al
PLAINTIFF(S)

Midgard Self Storage Seneca Sc Llc 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:

After careful consideration of the materials submitted, arguments of counsel, and the applicable law, the Defendant's Motion to Compel Arbitration is DENIED. The Court finds that the parties have conducted significant discovery and a substantial length of time has transpired between the commencement of the action and the commencement of the Motion to Compel Arbitration, which has resulted in prejudice to the Plaintiff. Rhodes v. Benson Chrysler-Plymouth, Inc., 374 S.C. 122, 125 (Ct. App. 2007). The Court notes that the Defendant demanded a jury trial in their answer, waited over three hundred (300) days to commence their Motion to Compel Arbitration, took multiple depositions, and engaged in extensive written discovery.

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 09/23/2024 .

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.



Oconee Common Pleas

Case Caption: Arlene Gariepy , plaintiff, et al VS Midgard Self Storage Seneca Sc
Llc , defendant, et al

Case Number: 2023CP3700716

Type: Order/Electronic Form 4

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

Electronically signed on 2024-09-23 13:58:49 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3700716

Arlene Gariepy et al
PLAINTIFF(S)

Midgard Self Storage Seneca Sc Llc 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.
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☐ 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:

After careful consideration of the able argument and filings of Counsel and review of the record, the Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or fact not appropriately considered. Accordingly, Defendants' Motion to Reconsider 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 10/04/2024 .

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.



Oconee Common Pleas

Case Caption: Arlene Gariepy , plaintiff, et al VS Midgard Self Storage Seneca Sc
Llc , defendant, et al

Case Number: 2023CP3700716

Type: Order/Electronic Form 4

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

Electronically signed on 2024-10-04 10:01:20 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	10 th JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	CASE NUMBER: 2023-CP-37-
Arlene Gariepy, Lee Gariepy,	)	
Kimberlee Elliott and Noah Gariepy,	)	
	)	
Plaintiffs,	)	SUMMONS
	)	
vs.	)	
	)	
Midgard Self Storage	)	
Seneca SC, LLC, and	)	
Reliant Real Estate Management, LLC,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

A lawsuit has been filed against you.

Within 30 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiffs an answer to the attached complaint or a motion under Rule 12 of the South Carolina Rules of Civil Procedure. The answer or motion must be served on the plaintiffs' attorney, at the address shown below. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

s/Matthew T. Reitz
Matthew T. Reitz
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Attorney for Plaintiffs

September 22, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	10 th JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	CASE NUMBER: 2023-CP-37-
Arlene Gariepy, Lee Gariepy,	)	
Kimberlee Elliott and Noah Gariepy,	)	
	)	
Plaintiffs,	)	COMPLAINT
	)	(Jury Trial Requested)
vs.	)	
	)	
Midgard Self Storage	)	
Seneca SC, LLC, and	)	
Reliant Real Estate Management, LLC,	)	
	)	
Defendants.	)	
	)	

Plaintiffs, complaining of Defendants, allege and say:

PARTIES

1. Plaintiff, Arlene Gariepy (hereinafter “Arlene”), is and was at all times mentioned herein a citizen and resident of Collier County, State of Florida.
2. Plaintiff, Lee Gariepy (hereinafter “Lee”), is and was at all times mentioned herein a citizen and resident of Collier County, State of Florida.
3. Plaintiff, Kimberlee Elliott (hereinafter “Kimberlee”), is and was at all times mentioned herein a citizen and resident of Collier County, State of Florida.
4. Plaintiff, Noah Gariepy (hereinafter “Noah”), is and was at all times mentioned herein a citizen and resident of Collier County, State of Florida.
5. Upon information and belief, Defendant Midgard Self Storage Seneca SC, LLC (hereinafter “Midgard”), is and was at all times mentioned herein a limited liability company organized under the laws of the State of Delaware but does business in Oconee County, State of South Carolina. Pursuant to the South Carolina Secretary of State’s website, Midgard’s

registered agent, “URS Agents, LLC,” is located at 2 Office Park Court, Suite 103, Columbia, South Carolina 29223. Midgard is a national developer and asset manager for self-storage properties. Midgard’s self-storage facility in connection with this matter is known as “Midgard Self Storage – Seneca,” and is located at 600 Shiloh Road, Seneca, South Carolina 29678.

6. Upon information and belief, Defendant Reliant Real Estate Management, LLC (hereinafter “Reliant”), is a limited liability company organized under the laws of the State of Florida but does business in Oconee County, State of South Carolina. Pursuant to the South Carolina Secretary of State’s website, Reliant’s registered agent, “Storesmart Selfstorage,” is located at 619 Miles Road, Summerville, South Carolina 29485. Reliant is a property management company and at all times mentioned herein was responsible for managing Defendant Midgard’s self-storage facility, “Midgard Self Storage – Seneca,” located at 600 Shiloh Road, Seneca, South Carolina 29678.

7. Defendant Midgard is and was at all times mentioned herein vicariously responsible for the acts or omissions of its employee(s), agent(s) or servants under the doctrine of *respondeat superior*.

JURISDICTION

8. The Court has subject-matter jurisdiction over the claims in this lawsuit under article V, § 11, of the South Carolina Constitution and South Carolina Code § 14-5-350.

9. The Court has personal jurisdiction over Defendants.

VENUE

10. Venue is proper in this circuit under South Carolina Code § 15-7-30 as the acts or omissions giving rise to this action occurred in Oconee County, State of South Carolina.

FACTS

11. On or about June 29, 2023, Plaintiff Arlene entered into a self-storage rental agreement (hereinafter “The Agreement”), with Defendants to use and occupy a self-storage unit at Defendant Midgard’s self-storage facility known as “Midgard Self Storage – Seneca,” located at 600 Shiloh Road, Seneca, South Carolina 29678. The Plaintiffs’ designated storage unit under The Agreement was “Space #L25.”

12. Pursuant to The Agreement, the Plaintiffs were permitted to use and occupy their storage unit to store their personal property in consideration for a monthly payment in the amount of \$227.00. The terms of The Agreement provided for a month-to-month lease which automatically renewed each month unless either party provided written notice of their intent to terminate The Agreement at least thirty (30) days prior to the intended date of termination.

13. On the aforementioned date, Plaintiffs Arlene and Lee attempted to store their personal property in their designated unit, but were unable to access Space L#25 because it was secured with a lock.

14. Thereafter, Plaintiff Lee solicited help from an employee, agent or servant for Defendant Midgard who subsequently instructed Plaintiffs Arlene and Lee to store their personal property in Space L#24. Plaintiffs Arlene, Lee, Kimberlee and Noah each had a right to possession of the personal property stored in Space L#24.

15. The first payment the Plaintiffs were required to make was a prorated amount for the month of June since The Agreement was entered into on June 29, 2023. The Plaintiffs made their payment for the month of June on June 29, 2023, in the amount of \$45.76, and the payment posted the same day at 7:12 PM. Thereafter, the Plaintiffs made their payment for the month of July on July 6, 2023, in the amount of \$236.50, and the payment posted the same day at 8:48

AM. Lastly, the Plaintiffs made their payment for the month of August on July 31, 2023, in the amount of \$236.50, and the payment posted the same day at 10:05 AM. A screenshot of the Plaintiffs' payment history is attached hereto as **Exhibit A**.

16. At all times mentioned herein, the Plaintiffs complied with their payment obligations under The Agreement and all of their required payments were made in a timely manner.

17. At all times mentioned herein, the Plaintiffs were never in default under The Agreement.

18. At all times mentioned herein, the Plaintiffs never received a notice from Defendants that they were in default under The Agreement.

19. Upon information and belief, on or about July 24, 2023, Defendants listed the Plaintiffs' storage unit for sale on an auction website (storageauctions.com).

20. Upon information and belief, on or about July 31, 2023, Ray Marchand (hereinafter "Ray"), who is in the business of purchasing storage units, purchased the Plaintiffs' storage unit through the aforementioned auction website for \$560.00.

21. Upon information and belief, on or about August 2, 2023, Ray retrieved the Plaintiffs' personal property from Defendant Midgard's self-storage facility located at 600 Shiloh Road, Seneca, South Carolina 29678.

22. At all times mentioned herein, the Plaintiffs never received a notice from Defendants that their storage unit had been listed for sale on the aforementioned auction website.

23. At all times mentioned herein, the Plaintiffs never received a notice from Defendants that their storage unit and personal property had been sold.

FOR A FIRST CAUSE OF ACTION
(As to All Defendants: Breach of Contract)

24. The Plaintiffs incorporate all allegations of paragraphs above into this cause of action as if set forth verbatim.

25. The Agreement entered into between the parties on June 29, 2023, was a binding and valid contract, enforceable and governed under the laws of the State of South Carolina.

26. Defendants unjustifiably refused, neglected or failed to perform their duties and obligations as required under The Agreement in the following ways:

- (a) In failing to let the Plaintiffs use and occupy their storage unit to store their personal property even though the Plaintiffs were not in default on their monthly payments;
- (b) In failing to let the Plaintiffs use and occupy their storage unit to store their personal property even though The Agreement had not been terminated by either party;
- (c) In failing to send the Plaintiffs all notices as required under The Agreement;
- (d) In failing to send the Plaintiffs all statutory notices as required by law before Defendants unlawfully sold or otherwise disposed of the Plaintiffs' personal property;
- (e) In unlawfully selling or otherwise disposing of the Plaintiffs' personal property; and
- (f) For such other acts or omissions that may become more apparent through the discovery and/or trial of this matter.

27. As a direct and proximate result of Defendants' material breaches of their duties and obligations owed to the Plaintiffs under The Agreement, the Plaintiffs suffered actual damages and special damages in an amount to be determined by the trier of fact in this matter.

FOR A SECOND CAUSE OF ACTION
(As to All Defendants: Conversion)

28. The Plaintiffs incorporate all allegations of paragraphs above into this cause of action as if set forth verbatim.

29. At all times mentioned herein, Plaintiffs Arlene, Lee, Kimberlee and Noah each had a right to possession of the personal property stored in their self-storage unit at Defendant Midgard's self-storage facility.

30. At all times mentioned herein, Defendants had access to the Plaintiffs' personal property; and thereafter, unlawfully sold, used, exercised dominion over or otherwise disposed of the Plaintiffs' personal property.

31. Defendants unlawfully converted the Plaintiffs' personal property to their own use and to the detriment of the Plaintiffs when Defendants unlawfully sold or otherwise disposed of the Plaintiffs' personal property without their consent.

32. Defendants willfully, intentionally, and recklessly converted the Plaintiffs' personal property with a conscious indifference to the Plaintiffs' rights.

33. As a direct result of Defendants' willful, intentional and reckless conduct, the Plaintiffs suffered damages when their personal property was unlawfully sold or otherwise disposed of. Accordingly, the Plaintiffs pray the Court award them actual damages and punitive damages in an amount to be determined by the trier of fact in this matter.

FOR A THIRD CAUSE OF ACTION
(As to All Defendants: Negligent Misrepresentation)

34. The Plaintiffs incorporate all allegations of paragraphs above into this cause of action as if set forth verbatim.

35. By and through The Agreement, Defendants made several false representations of material fact, which the Plaintiffs relied upon in entering into The Agreement; including, but not limited to:

- (a) Falsely representing the Plaintiffs would be permitted to use and occupy their storage unit to store their personal property in consideration of a monthly payment in the amount of \$227.00;

- (b) Falsely representing the Plaintiffs would be sent all notices as required under The Agreement;
- (c) Falsely representing the Plaintiffs would be sent all statutory notices as required by law; and
- (d) For such other acts or omissions that may become more apparent through the discovery and/or trial of this matter.

36. Defendants made the aforementioned false representations in the course of their business, profession or employment in which Defendants have a pecuniary interest.

37. Defendants possess expertise or special knowledge regarding self-storage facilities and the Plaintiffs relied on Defendants' expertise or special knowledge when entering into The Agreement.

38. Defendants failed to exercise the amount of care as required by their duties and obligations owed to the Plaintiffs under The Agreement in the following ways:

- (a) In failing to let the Plaintiffs use and occupy their storage unit to store their personal property even though the Plaintiffs were not in default on their monthly payments;
- (b) In failing to let the Plaintiffs use and occupy their storage unit to store their personal property even though The Agreement had not been terminated by either party;
- (c) In failing to send the Plaintiffs all notices as required under The Agreement;
- (d) In failing to send the Plaintiffs all statutory notices as required by law before Defendants unlawfully sold or otherwise disposed of the Plaintiffs' personal property; and
- (e) For such other acts or omissions that may become more apparent through the discovery and/or trial of this matter.

39. Defendants made the aforementioned false representations to the Plaintiffs by and through The Agreement, which the Plaintiffs justifiably relied upon as a valid and enforceable contract, governed by the laws of the State of South Carolina.

40. As a direct and proximate result of Defendants' false representations, and the Plaintiffs' reliance on the aforementioned false representations, the Plaintiffs suffered a pecuniary loss when their personal property was unlawfully sold or otherwise disposed of.

FOR A FOURTH CAUSE OF ACTION

(As to All Defendants: Violation of South Carolina's Unfair Trade Practices Act)

41. The Plaintiffs incorporate all allegations of paragraphs above into this cause of action as if set forth verbatim.

42. At all times mentioned herein, Defendants were in the business of developing, managing, providing or leasing self-storage facilities, and therefore, were engaged in trade or commerce for purposes of South Carolina's Unfair Trade Practices Act (SCUTPA).

43. The Agreement entered into between the parties on June 29, 2023, permitted the Plaintiffs to lease a self-storage unit from Defendants. The subject lease is a thing of value, and therefore, SCUTPA is applicable.

44. At all times mentioned herein, Defendants engaged in unfair and deceptive acts or practices while leasing the self-storage unit to the Plaintiffs in the following ways:

- (a) In unjustifiably breaching their duties and obligations owed to the Plaintiffs as required under The Agreement;
- (b) In unlawfully converting the Plaintiffs' personal property by willfully, intentionally and recklessly selling or otherwise disposing of the Plaintiffs' personal property without their consent;
- (c) In falsely representing material facts to the Plaintiffs by and through The Agreement;
- (d) In failing to send the Plaintiffs all notices as required under The Agreement;
- (e) In failing to send the Plaintiffs all statutory notices as required by law before unlawfully selling or otherwise disposing of the Plaintiffs' personal property; and
- (f) For such other acts or omissions that may become more apparent through the discovery and/or trial of this matter.

45. Upon information and belief, Defendant Midgard acquired and re-developed its first self-storage property in 2015, and currently has seventy (70) properties and six (6) million rentable square feet located in eight (8) states. (See Defendant Midgard's website: midgardselfstorage.com/about-us).

46. Therefore, upon information and belief, Defendants have engaged in this type of unfair and deceptive conduct before, and the aforementioned unfair and deceptive acts or practices are capable of repetition. Accordingly, Defendants' unfair and deceptive acts or practices constitute an adverse impact on the public interest.

47. The Defendants' use of unfair and deceptive acts or practices was a willful or knowing violation of SCUTPA, and in the exercise of due diligence, the Defendants could have ascertained their conduct violated SCUTPA.

48. As a natural and proximate result of Defendants' unfair and deceptive acts or practices in violation of SCUTPA, the Plaintiffs suffered ascertainable damages.

49. Accordingly, the Plaintiffs request the Court award them actual damages in an amount to be determined by the trier of fact in this matter; plus treble damages; reasonable attorney's fees and costs incurred in bringing and prosecuting this action; and for such other and further relief as the Court may deem just and proper.

WHEREFORE, the Plaintiffs request that judgment be entered against Defendants on all causes of action and that the Plaintiffs be awarded: actual damages; consequential damages; treble damages; punitive damages; a trial by jury as to all causes of action properly triable; the costs of this action; reasonable attorneys' fees; and such other and further relief as the Court may deem just and proper.

[Signature on the following page]

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

s/Matthew T. Reitz

Matthew T. Reitz

SC Bar No. 105844

17 ½ Broad Street | Post Office Box 399

Charleston, South Carolina 29402

Tel: 843.723.7491 | Fax: 843.577.4179

Email: matt@uricchio.com

Attorney for Plaintiffs

September 22, 2023

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	ANSWER
	)	(Jury Trial Demanded)
vs.	)	
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.	)	

Defendants, Midgard Self Storage Seneca SC, LLC and Reliant Real Estate Management, LLC, answer the Complaint and respectfully assert the following:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not specifically admitted is denied.

FOR A SECOND DEFENSE

2. Defendants would respectfully show each and every cause of action set forth in the Complaint fails to state a claim upon which relief can be granted and, therefore, the Complaint should be dismissed.

FOR A THIRD DEFENSE

3. Defendants admit the allegations contained in paragraphs one (1) through six (6), upon information and belief.
4. Defendants deny the allegations contained in paragraph seven (7) and demand strict proof thereof.

5. Paragraphs eight (8) through ten (10) contain legal conclusions to which no response is required. To the extent a response is required, Defendants are not challenging jurisdiction and venue at this time but reserve the right to do so in the future.

6. In response to the allegations contained in paragraphs eleven (11) and twelve (12), Defendants admit only that Plaintiff Arelene Gariepy entered into a contract with Defendants on or about the date alleged. Defendants crave reference to, and incorporate by reference, the terms of that contract. Defendants deny any other or additional allegations paragraphs eleven (11) and twelve (12) could be construed to contain.

7. Defendants are without knowledge or information to form an opinion regarding the truth or falsity of the allegations contained in paragraphs thirteen (13) through eighteen (18). Those allegations are therefore denied and strict proof is demanded thereof.

8. Defendants deny the allegations contained in paragraph nineteen (19) and demand strict proof thereof.

9. Defendants are without knowledge or information to form an opinion regarding the truth or falsity of the allegations contained in paragraphs twenty (20) and twenty-one (21). These allegations are therefore denied and strict proof is demanded thereof.

10. Defendants deny the allegations contained in paragraphs twenty-two (21) and twenty-three (23) and demand strict proof thereof.

11. In response to the allegations contained in paragraph twenty-four (24), Defendants incorporate all responses of the above paragraphs into this response as if set forth verbatim.

12. Defendants admit the allegations contained in paragraph twenty-five (25).

13. Defendants deny the allegations contained in paragraph twenty-six (26), including all its subparts, and demand strict proof thereof.

14. Defendants deny the allegations contained in paragraph twenty-seven (27) and demand strict proof thereof.

15. In response to the allegations contained in paragraph twenty-eight (28), Defendants incorporate all responses of the above paragraphs into this response as if set forth verbatim.

16. Defendants deny the allegations contained in paragraphs twenty-nine (29) through thirty-three (33) and demand strict proof thereof.

17. In response to the allegations contained in paragraph thirty-four (34), Defendants incorporate all responses of the above paragraphs into this response as if set forth verbatim.

18. Defendants deny the allegations contained in paragraph thirty-five (35), including all its subparts, and demand strict proof thereof.

19. Defendants deny the allegations contained in paragraphs thirty-six (36) and thirty-seven (37) and demand strict proof thereof.

20. Defendants deny the allegations contained in paragraph thirty-eight (38), including all its subparts, and demand strict proof thereof.

21. Defendants deny the allegations contained in paragraphs thirty-nine (39) and forty (40) and demand strict proof thereof.

22. In response to the allegations contained in paragraph forty-one (41), Defendants incorporate all responses of the above paragraphs into this response as if set forth verbatim.

23. Defendants deny the allegations contained in paragraphs forty-two (42) and forty-three (43) and demand strict proof thereof.

24. Defendants deny the allegations contained in paragraph forty-four (44), including all its subparts, and demand strict proof thereof.

25. Defendants are without knowledge or information to form an opinion regarding the truth or falsity of the allegations contained in paragraph forty-five (45). These allegations are therefore denied and strict proof is demanded thereof.

26. Defendants deny the allegations contained in paragraphs forty-six (46) through forty-nine (49) and demand strict proof thereof.

27. Defendants deny Plaintiffs' WHEREFORE paragraph and prayer for relief

FOR A FOURTH DEFENSE

28. Plaintiffs Lee Gariepy, Kimberlee Elliott, and Noah Gariepy lack standing to assert any claims against Defendants as they are not parties to a contract with Defendants.

FOR A FIFTH DEFENSE

29. Defendants would show that Plaintiffs are barred from asserting any action in tort against Defendants and are limited to the remedies, if any, provided to Plaintiffs under the law of contracts.

FOR A SIXTH DEFENSE

30. Any damages sustained by Plaintiffs, which must be denied for purposes of this Answer, were solely and proximately caused by the acts of some third persons over whom Defendants had no control or right of control, and, therefore, Plaintiffs are not entitled to any recovery from or against Defendants.

FOR A SEVENTH DEFENSE

31. Defendants allege any injury and damage sustained by Plaintiffs were due to and caused by the sole negligence and/or wilfulness of Plaintiffs and, therefore, Defendants are not liable to Plaintiffs for any sum whatsoever.

FOR AN EIGHTH DEFENSE

32. In order to preserve all possible defenses on this issue, Defendants assert that even if it were negligent in some manner, which is denied, Plaintiffs were likewise negligent in such particulars as the evidence developed in discovery may show. Therefore, any recovery by Plaintiffs must be barred or reduced pursuant to the doctrine of comparative negligence.

FOR A NINTH DEFENSE

33. Defendants assert all of the waivers of liability and/or limitations of damages contained in the contract between the parties as defenses to Plaintiffs' causes of action and/or claimed damages.

FOR A TENTH DEFENSE

34. Defendants deny that Plaintiffs incurred any injuries or damages for which Defendants are liable. As to any injuries or damages that Plaintiffs allege were incurred, Plaintiffs voluntarily and knowingly assumed the risk of incurring those injuries or damages, and Plaintiffs are therefore barred from recovering any amount from Defendants.

FOR AN ELEVENTH DEFENSE

35. Defendants complied at all times with the applicable standard of care required of property management companies under the same or similar circumstances.

FOR A TWELFTH DEFENSE

36. Defendants are entitled to a determination of the percentage of every responsible party, even if such responsible party has not been joined in this action, for each such person

causing or contributing to cause in any way the harm for which recovery of damages is sought, whether by negligent act or omission, by any defective or unreasonably dangerous product, by other conduct or activity that violates an applicable legal standard, or by any combination thereof and, if Defendants are found liable, which liability they continue to deny, then Defendants are entitled to a reduction of their liability to the extent of determined percentage of responsibility pursuant to and consistent with S.C. Code Ann. § 15-38-20.

FOR A THIRTEENTH DEFENSE

37. The Defendant would show the claim for punitive damages cannot be had because any award of punitive damages would violate the Defendant's equal protection and due process rights as guaranteed by the United States and South Carolina Constitutions.

FOR A FOURTEENTH DEFENSE

38. Defendants would show the claim of Plaintiff for punitive damages cannot be had because any award of punitive damages under South Carolina law without bifurcation of the trial so that any punitive damage issues are tried only after and if liability on the merits of this action has been found will violate Defendants' due process rights guaranteed by the United States Constitution and the South Carolina Constitution, and would violate the common law and public policy of the State of South Carolina.

39. Defendants would show the claim of Plaintiff for punitive damages cannot be had because an award of punitive damages under South Carolina law without being subject to a predetermined limit on the amount of punitive damages that a jury might impose would violate Defendants' due process rights guaranteed by United States Constitution and the South Carolina Constitution, and would violate the common law of the State of South Carolina.

40. Defendants allege the claim of Plaintiff for punitive damages cannot be had because an award of punitive damages under South Carolina law by a jury that is not:

- (a) Provided with sufficiently clear standards for determining the appropriateness of a punitive damage award or the size of such award;
- (b) Provided with adequate instructions as to the limits of punitive damage awards as determined by the principles underlying such an award;
- (c) Instructed that awarding punitive damages on individually discriminatory characteristics of Defendants is improper;
- (d) Instructed to consider punitive damages under a standard for determining the amount that is neither vague, arbitrary, nor capricious and that defines with reasonable clarity the actions of Defendants upon which an award of punitive damages may be based; and
- (e) Subjected to judicial review at both the trial and appellate court level under objective standards for determining appropriateness and reasonableness;

would violate Defendants' equal protection and due process rights as guaranteed by the United States Constitution and the South Carolina Constitution and would also violate the laws of the State of South Carolina.

BIFURCATION REQUESTED – S.C. CODE ANN. § 15-32-520

41. Pursuant to S.C. Code Ann§ 15-32-520, the Defendants hereby request trial bifurcation on the issues of actual damages and punitive damages.

WHEREFORE, having fully answered, Defendants pray that the Complaint be dismissed, for the costs of defending this action, and for such other relief as the Court and jury deem just and proper.

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/ S. Carson Shealy

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ATTORNEYS FOR MIDGARD SELF STORAGE
SENECA SC, LLC AND RELIANT REAL
ESTATE MANAGEMENT, LLC

October 23, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	CONSENT SCHEDULING ORDER
	)	
v.	)	
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.	)	

The parties hereby request the entry of the following Consent Scheduling Order in order to manage discovery and the trial date in this case. Consent of all parties having been given, the Court finds that the Scheduling Order as proposed is reasonable and in the interests of all parties.

ACCORDINGLY, IT IS ORDERED AS FOLLOWS:

1. Mediation shall be held no later than September 1, 2024.
2. This case shall be called to trial not before December 8, 2024.

AND IT IS SO ORDERED!

_____, 2024

_____, South Carolina

The Honorable R. Lawton McIntosh
Chief Administrative Judge

WE CONSENT:

Uricchio, Howe, Krell, Jacobson, Toporek
& Keith, P.A.

s/ Matthew T. Reitz

Matthew T. Reitz

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Attorneys for Defendants



Oconee Common Pleas

Case Caption: Arlene Garipey , plaintiff, et al VS Midgard Self Storage Seneca Sc
Llc , defendant, et al

Case Number: 2023CP3700716

Type: Order/Scheduling Order

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2024-05-28 14:04:42 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 10 th JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	CASE NUMBER: 2023-CP-37-00716
Arlene Gariepy, Lee Gariepy,	)	
Kimberlee Elliott and Noah Gariepy,	)	
	)	
Plaintiffs,	)	PLAINTIFFS' MOTION TO COMPEL
	)	
vs.	)	
	)	
Midgard Self Storage	)	
Seneca SC, LLC, and	)	
Reliant Real Estate Management, LLC,	)	
	)	
Defendants.	)	

TO: S. Carson Shealy, Esquire, Attorney for Defendants:

PLEASE TAKE NOTICE that the Plaintiffs, by and through undersigned counsel, will move before the Presiding Judge, ten (10) days after the service of this Notice, or at such time as counsel is scheduled to be heard, for an Order pursuant to Rule 37 of the South Carolina Rules of Civil Procedure compelling the Defendants to respond to multiple discovery requests served on them by Plaintiffs. The undersigned has consulted with counsel for the Defendants' prior to the filing of this Motion.

The grounds for this Motion are that the Defendants were served with Plaintiffs' First Set of Supplemental Requests for Production on November 16, 2023. See **Exhibit 1**. To date, the Defendants have not fully responded and have failed to produce responsive materials in connection with Unit L-24. On December 1, 2023, the Defendants were served with Plaintiffs' Second Supplemental Requests for Production. See **Exhibit 2**. To date, the Defendants have not fully responded and have failed to produce responsive materials in connection with Unit L-24. On July 12, 2024, the Defendants were served with Plaintiffs' Second Set of Supplemental Interrogatories

and Plaintiffs' Third Set of Supplemental Requests for Production. See **Exhibit 3**. To date, the Defendants have not responded to said requests.

This Motion shall be based upon the Exhibits attached hereto, and such additional law and argument as shall be appropriate. The Plaintiffs request reasonable attorney's fees and costs for bringing this Motion.

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

s/ Matthew T. Reitz
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Post Office Box 399
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Tel: 843.723.7491 | Fax: 843.577.4179
Attorneys for Plaintiffs

August 19, 2024
Charleston, South Carolina

I certify that a copy of the foregoing has
been served upon all counsel of record or parties via

U.S. Mail
Facsimile
X E-mail
Hand Delivery

On this the 19th day of
August, 2024.

s/ Matthew T. Reitz

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	MOTION TO COMPEL
	)	ARBITRATION
v.	)	
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that Defendants Midgard Self Storage Seneca SC, LLC, and Reliant Real Estate Management, LLC (“Defendants”), by and through their undersigned counsel will move before the presiding Judge within ten (10) days or as soon thereafter as counsel may be heard for an Order compelling Plaintiffs to submit this matter to arbitration, or in the alternative, removing the case to the non-jury roster. Defendants bring this Motion based on the SELF STORAGE RENTAL AGREEMENT AND SELF STORAGE LIEN, attached as Exhibit 1. That document, signed by Plaintiff Arlene Gariepy states, “In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant’s rental or use of the Space or this Lease, the claim or lawsuit shall be submitted to binding arbitrate on upon the request of either party and the service of that request on the other party...”

This Motion is based upon the South Carolina Rules of Civil Procedure, the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (“FAA”), the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-20(a), and the terms of the Arbitration Agreement entered into by Plaintiffs.

A complete copy of this agreement is provided as an Exhibit to this Motion. This Motion will also be supported by the pleadings in this action, the controlling statutes, applicable case law, any relevant affidavits, any appropriate memoranda of law filed in support of this Motion, any additional documents required by the Court, and such supporting arguments as may be submitted in connection herewith.

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/ S. Carson Shealy

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ATTORNEYS FOR MIDGARD SELF STORAGE
SENECA SC, LLC AND RELIANT REAL
ESTATE MANAGEMENT, LLC

September 6, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 10 th JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	CASE NUMBER: 2023-CP-37-00716
Arlene Gariepy, Lee Gariepy,	)	
Kimberlee Elliott and Noah Gariepy,	)	
	)	
Plaintiffs,	)	RESPONSE AND MEMORANDUM
	)	OF LAW IN OPPOSITION OF
vs.	)	DEFENDANTS' MOTION TO
	)	COMPEL ARBITRATION
Midgard Self Storage	)	
Seneca SC, LLC, and	)	
Reliant Real Estate Management, LLC,	)	
	)	
Defendants.	)	
	)	

Plaintiffs, by and through undersigned counsel, respectfully submit this Response and Memorandum of Law in Opposition of Defendants' Motion to Compel Arbitration.

BACKGROUND

On September 22, 2023, Plaintiffs filed their Summons and Complaint and contemporaneously requested a jury trial for damages due to the unlawful sale and distribution of their personal property. On October 23, 2023, Defendants filed their Answer and contemporaneously demanded a jury trial. Notably, Defendants' Answer failed to plead the parties were bound by arbitration and requested trial bifurcation on the issues of actual damages and punitive damages. On September 6, 2024, 319 days after Defendants filed their Answer, Defendants filed their Motion to Compel Arbitration.

LEGAL STANDARD

The right to compel arbitration is not absolute in South Carolina. "Although South Carolina favors arbitration, the right to enforce an arbitration clause may be waived." *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007); *McIntire v.*

Sequest Dev. Co., 2017 S.C. C.P. LEXIS 252. “To establish waiver, a party must show prejudice through an undue burden caused by delay in demanding arbitration.” *Gen. Equip. & Supply Co., Inc. v. Keller Rigging & Constr., SC. Inc.*, 344 S.C. 553, 556, 544 S.E.2d 643, 645 (Ct. App. 2001). Courts will consider the facts of each case to determine whether arbitration has been waived. *McIntire*. “Our courts consider the following three factors when determining whether a party has waived its right to compel arbitration: (1) whether a substantial length of time transpired between the commencement of the action and the commencement of the motion to compel arbitration; (2) whether the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and (3) whether the non-moving party was prejudiced by the delay in seeking arbitration.” *Rhodes*, 374 S.C. at 126, 647 S.E.2d at 251.

In South Carolina, evidence that parties have engaged in extensive discovery will constitute a finding that a significant amount of time has transpired between the commencement of the action and when a party moved to compel arbitration. *Rhodes*. In particular, “What is “a substantial length of time” varies from one case to the next, depending on the extent of discovery conducted and the corresponding presence or absence of prejudice to the party opposing arbitration.” *Id.* See, *Evans v. Accent Manufactured Homes, Inc.*, 352 S.C. 544, 548, 575 S.E.2d 74, 75-76 (Ct. App. 2003) (finding a nineteen month period where the parties exchanged written interrogatories, requests to produce, and the party requesting arbitration took two depositions demonstrated waiver). *Id.*

Courts must then determine whether the non-moving party has been prejudiced. “To ascertain whether the non-moving party was prejudiced, our courts often examine whether the party requesting arbitration took “advantage of the judicial system by engaging in discovery.” *Evans*, 352 S.C. at 548, 575 S.E.2d at 76; *Rhodes*. South Carolina courts hold that, “...if the parties,

conduct significant discovery, then the party seeking arbitration has taken "advantage of the judicial system," prejudice will likely exist, and the law would disfavor arbitration." *Id.*

Arbitration exists as a matter of agreement, therefore, "...arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed to submit." *Gissel v. Hart*, 382 S.C. 235, 240-41, 676 S.E.2d 320, 323 (2009) at 323; *Est. of Solesbee v. Fundamental Clinical & Operational Servs., LLC*, 438 S.C. 638, 646, 885 S.E.2d 144, 148 (Ct. App. 2023). "Because arbitration, while favored, exists solely by agreement of the parties, a presumption against arbitration arises where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate." *Carr v. Main Carr Dev., LLC*, 337 S.W.3d 489, 496 (Tex. App. 2011) at 337-38, 827 S.E.2d at 173; *Est. of Solesbee*.

ARGUMENT

Defendants waived their right to compel arbitration. A substantial length of time has transpired between when Plaintiffs brought this action and when Defendants filed their Motion to Compel Arbitration, as evidenced by the extensive discovery the parties have engaged in. On September 22, 2023, Plaintiffs filed their Summons and Complaint. On September 6, 2024, 351 days after this action commenced, Defendants filed their Motion to Compel Arbitration. During those 351 days the parties have engaged in extensive discovery including written interrogatories, requests for production, requests for admission, depositions, and mediation.

On October 23, 2023, Defendants served Plaintiffs with their First Set of Interrogatories and Requests for Production. On November 13, 2023, Defendants provided their answers to Plaintiffs' First Set of Interrogatories, Requests for Production, and Requests for Admission. On December 15, 2023, Defendants produced supplemental responses to Plaintiffs' First Set of Requests for Production and provided responses to Plaintiffs' First and Second Set of

Supplemental Requests for Production. On March 28, 2024, Defendants provided their answers to Plaintiffs' First Set of Supplemental Interrogatories. On September 5, 2024, Defendants provided their responses to Plaintiffs' Second Set of Requests for Admission. Recently, on September 10, 2024, Defendants provided their answers to Plaintiffs' Second Set of Supplemental Interrogatories and Third Set of Supplemental Requests for Production.

In addition to written discovery, the parties have taken several depositions. On November 30, 2023, Plaintiffs took the Defendants' deposition pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure for which Defendants designated two corporate representatives. On February 2, 2024, Plaintiffs took the deposition of Sattler Van Dyne. On February 29, 2024, Plaintiffs took the deposition of Jill Erin Van Dyne. On May 28, 2024, Defendants took the deposition of Plaintiff Lee Gariepy and subsequently took the deposition of Plaintiff Arlene Gariepy. On September 3, 2024, counsel for the parties corresponded via e-mail with to coordinate the deposition of Brian Markheim. On August 15, 2024, the parties participated in mediation.

Assuming, arguendo, the Court finds Defendants have not waived their right to compel arbitration, Defendants' Motion to Compel Arbitration should be denied as to Plaintiffs Lee Gariepy, Kimberlee Elliott, and Noah Gariepy as they are nonsignatories to the self-storage rental agreement. The agreement was signed by Plaintiff Arlene Gariepy; therefore, Plaintiffs Lee, Kimberlee, and Noah should not be required to submit to arbitration.

CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request the Court deny Defendants' Motion to Compel Arbitration.

Signature Page to Follow

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

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Attorneys for Plaintiffs

September 18, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	DEFENDANTS' MEMORANDUM IN
	)	SUPPORT OF MOTION TO COMPEL
v.	)	ARBITRATION
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.	)	

Defendants, by and through their undersigned counsel, respectfully submit this Memorandum in Support of their Motion to Compel Arbitration.

BACKGROUND

On September 22, 2023, Plaintiffs filed their Summons and Complaint, which alleges that on June 29, 2023, they entered into a self-storage rental agreement (hereinafter “Agreement”) with Defendants to occupy a self-storage unit designated at “Space #L25.” *Summons and Complaint* ¶ 11. They allege they were unable to access Space #L25 and, after seeking help from an employee, were instructed to store their belongings in Space #L24. *Summons and Complaint* ¶¶ 13-14. They allege that on July 24, 2023, Defendants listed Plaintiffs’ storage unit for sale on an auction website and that the unit was purchased at auction on or about July 31, 2023. *Summons and Complaint* ¶¶ 19-20. Plaintiffs’ Summons and Complaint alleges causes of action against Defendants for Breach of Contract, Conversion, Negligent Misrepresentation, and Violation of the South Carolina Unfair Trade Practices Act. *Summons and Complaint* ¶¶ 24-49.

Plaintiffs alleged that the Agreement entered into between the parties on June 29, 2023,

was a binding and valid contract. *Summons and Complaint* ¶ 25. Defendants admitted the same in their Answer, which was filed in a timely manner on October 23, 2023. *Answer* ¶ 12. Incorporated in the Agreement between the parties was the following arbitration agreement:

ARBITRATION: In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Lease, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found at www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Lease and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this provision concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this provision and Agreement. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

Self-Storage Rental Agreement with Self-Storage Lien, pg. 8, ¶ 31 (Exhibit 1).

Plaintiff Arlene Gariepy electronically signed the Agreement underneath a bold, all caps statement which states: **"I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS OF THIS LEASE."** *Self-Storage Rental Agreement with Self-Storage Lien,*

pg. 9.

STANDARD OF REVIEW

“For the [Federal Arbitration Act] to apply, an agreement must ‘evidence a transaction involving commerce,’ specifically interstate commerce.” *Towles v. United Healthcare Corp.*, 338 S.C. 29, 35, 524 S.E.2d 839, 843 (Ct. App. 1999) (citing 9 U.S.C.A. § 2). “The terms ‘involving commerce’ amount to the functional equivalent of ‘affecting commerce’ and signal ‘an intent to exercise Congress’ commerce clause power to the full.” *Id.* at 36, 524 S.E.2d at 843. “The requirement that the underlying transaction involve commerce is to be broadly construed so as to be coextensive with congressional power to regulate under the Commerce Clause.” *Mathews v. Fluor Corp.*, 312 S.C. 404, 407, 440 S.E.2d 880, 881 (1994). “Unless the parties have contracted to the contrary, the FAA applies in federal or state court to any arbitration agreement regarding a transaction that in fact involves interstate commerce, regardless of whether or not the parties contemplated an interstate transaction.” *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001). “The Federal Arbitration Act, 9 U.S.C. §§ 1-14, evidences the well-established federal policy favoring the arbitration of disputes.” *Trident Technical College v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 103, 333 S.E.2d 781, 784-785 (1985). “While this policy favoring the arbitration of disputes is also well established in South Carolina, both in its statutory ... and decisional law ... this state law is supplanted by federal substantive law with respect to disputes to which the Federal Arbitration Act is applicable.” *Id.* at 103-104, 333 S.E.2d at 785. There is a strong presumption in favor of the validity of arbitration agreements in both federal and South Carolina case law. See *O’Neil v. Hilton Head Hosp.*, 115 F.3d 272 (4th Cir. 1997); *Heffner v. Destiny, Inc.*, 321 S.C. 536, 471 S.E.2d 135 (1995).

ARGUMENT

1. The Agreement created a valid, binding agreement requiring arbitration at the request of either party.

Ordinary state law principles that govern the formation of contracts should be used in determining whether an agreement to arbitrate exists. *Johnson v. Circuit City Stores*, 148 F.3d 373 (4th Circuit 1998). There is no dispute that a valid, binding arbitration agreement exists in this Agreement. There was adequate consideration between the parties to form a binding contract – Defendants allowed Plaintiffs to store their belongings in a self-storage unit in exchange for rent every month. *Self-Storage Rental Agreement with Self-Storage Lien, generally*. The agreement contains 47 enumerated paragraphs beginning on page two, each of which are numbered and titled in bold and all caps. *Self-Storage Rental Agreement with Self-Storage Lien, generally*. Paragraph 31 encompasses the arbitration agreement. It states, in part, “in the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant’s rental or use of the Space or this Lease, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party.” *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31. Paragraph 31 also states, “The Federal Arbitration Act shall govern this arbitration agreement.” *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31. The arbitration agreement also states, “Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this provision concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this provision and Agreement.” *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31.

Plaintiff Arlene Gariepy signed the agreement, right beneath a statement in bold and all caps which reads, “**I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS OF THIS LEASE.**” *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 9. The Agreement cannot be said to be unconscionable or so one-sided as to be oppressive or unreasonable. A person who can read is bound to read an agreement before signing it. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 360, 365 (2001). There was clearly a meeting of the minds between the parties here with adequate consideration to form a binding contract encompassing the arbitration agreement.

2. This matter is governed by the Federal Arbitration Act and Federal law.

Pursuant to both South Carolina and federal law, the FAA applies in federal or state court to any arbitration agreement regarding transactions that involve interstate commerce. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001); *See also Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265 (1995). Plaintiffs are all residents of the state of Florida. *Summons and Complaint* ¶¶1-4. Plaintiffs allege they entered into a self-storage rental agreement at Defendant Midgard’s self-storage facility located at 600 Shiloh Road, Seneca, South Carolina 29678. *Summons and Complaint* ¶ 11. Plaintiffs were in the process of building a home in South Carolina and moving from Florida when they entered into the agreement with Defendants. *Deposition of Arlene Gariepy*, 11:8-14; 12:11-16 (*Exhibit 2*). After entering into the agreement and depositing their belongings in their leased storage unit, Plaintiffs went back home to Florida and did not return until hearing their belongings had been auctioned. *Deposition of Arlene Gariepy*, 15:23 – 16:14 (*Exhibit 3*). There can be no dispute that the Agreement involved interstate commerce. Plaintiffs, residents of the state of Florida, drove to South Carolina, entered into an agreement to store their personal property with Defendants in exchange

for monetary value, and then went back to Florida.

Plaintiffs and Defendants engaged in interstate commerce pursuant to the Agreement, whether they intended to or not, and, therefore, the FAA applies to this matter. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001). Further, the Agreement itself states it shall be governed by the FAA. *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31. “Arbitration agreements, like other contracts, are enforceable in accordance with their terms.” *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 364 (2001). There is no doubt that the FAA applies to this matter and, in such a circumstance, state law is supplanted by Federal law. *Trident Technical College v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 103-104, 333 S.E.2d 781, 785 (1985). “...(T)he FAA ‘created a body of federal substantive law,’ which was ‘applicable in state and federal courts.’ ... [in *Southland Corp.*] we rejected the view that state law could bar enforcement of [§ 2 of the FAA], even in the context of state-law claims brought in state court.” *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445 (2006) (quoting *Southland Corp. v. Keating*, 465 U.S. 1 (1984)).

3. The arbitration agreement is enforceable and Plaintiffs should be compelled to submit to arbitration.

Federal law has long held that the provisions of the FAA manifest a liberal federal policy favoring arbitration agreements. *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1 (1983) (“Section 2 [of 9 U.S.C. § 2] is a congressional declaration of a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary.”); *O’Neil v. Hilton Head Hosp.*, 115 F.3d 272 (4th Cir. 1997) (“In the FAA, Congress endorsed arbitration as a less formal and more efficient means than litigation of resolving disputes. In line with this congressional intent, the Supreme Court has repeatedly

emphasized that the FAA represents a ‘liberal federal policy favoring arbitration agreements.’”).

“The Arbitration Act establishes that, as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself **or an allegation of waiver**, delay, or a like defense to arbitrability.” *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983) (*emphasis added*). An argument of waiver is not a valid reason for denying arbitration pursuant to the FAA. “The FAA states that arbitration agreements ‘shall be valid, irrevocable, and enforceable, save upon such grounds that exist at law or in equity for the revocation of any contract.’” *O’Neil v. Hilton Head Hosp.*, 115 F.3d 272 (4th Cir. 1997) (*quoting 9 U.S.C. § 2*). Motions to compel arbitration should not be denied unless the arbitration clause is not susceptible of any interpretation that would cover the asserted dispute. *Zandford v. Prudential-Bache Sec., Inc.* 112 F.3d 723, 726 (4th Cir. 1997). Pursuant to the FAA and Federal case law, the parties entered into a binding agreement to arbitrate which is valid, irrevocable and enforceable. Further, any doubts concerning the scope of arbitrable issues, including an allegation of waiver, should be resolved in favor of arbitration.

Defendant have requested that this matter be submitted to arbitration and have served notice of the same on counsel for Plaintiffs. *See Defendants’ Motion to Compel Arbitration*. Pursuant to the Agreement, the Federal Arbitration Act, the Commerce Clause of the Constitution of the United States, and decades of federal case law, this case must be submitted to arbitration.

4. Plaintiffs have not been prejudiced or unduly burdened.

Plaintiffs cannot show prejudice or undue burden as a result of Defendants’ delay in

requesting that the matter be submitted to arbitration as, pursuant to the Agreement, arbitration would be conducted by National Arbitration and Mediation under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry and, pursuant to those rules and procedures, “The parties shall conduct discovery on a voluntary basis, the procedure of which shall be agreed to by the parties...,” “The Arbitrator(s) may award the total costs of the Arbitration to one party or may apportion such costs between the parties...,” and “The Arbitrator(s) may award the cost of legal representation to one party or may apportion such costs between the parties...” *National Arbitration and Mediation, Self-Storage Industry Dispute Resolution Rules and Procedures, Rule 18(A), Rule 34(B), Rule 34(C) (Exhibit 4)* (<https://www.namadr.com/content/uploads/2020/10/self-storage-rules-final8.6.20.pdf>). Plaintiffs would have engaged in the discovery process whether arbitration had been requested at the outset of the case or not. Further, the Arbitrator could choose to costs and attorneys’ fees to Plaintiffs if they are successful at arbitration.

5. Plaintiffs Lee Gariepy, Kimberlee Elliott, and Noah Gariepy are bound by the arbitration agreement.

Under the theory of equitable estoppel, it is unfair for a party to rely on a contract when it works to its advantage but repudiate the contract when it works to its disadvantage. *Am. Bankers Ins. Group v. Long*, 453 F.3d 623, 627 (4th Cir. 2006). Plaintiffs Lee Gariepy, Kimberlee Elliott, and Noah Gariepy all brought claims against Defendants for breach of contract and negligent misrepresentation. *Summons and Complaint*, ¶¶ 24-27; ¶¶ 30-40. Further, the Agreement contained an indemnification clause by which the Occupant agreed to indemnify and hold harmless the Owner from any claims made by third parties arising from the use of the Space defined in the Agreement, except those caused by the sole active gross negligence or willful

misconduct of the Owner or Owner's employees. *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 4 ¶ 11. Thus, Arlene Gariepy agreed to indemnify Defendants from the claims made by Lee Gariepy, Kimberlee Elliott, and Noah Gariepy. "...[A] nonsignatory should be estopped from denying that it is bound by an arbitration clause when its claims against the signatory 'arise from' the contract containing the arbitration clause." *Am. Bankers Ins. Group v. Long*, 453 F.3d 623, 628 (4th Cir. 2006).

CONCLUSION

Based upon the foregoing, Defendants respectfully request the Court grant their Motion to Compel Arbitration.

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/ S. Carson Shealy

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ATTORNEYS FOR MIDGARD SELF STORAGE
SENECA SC, LLC AND RELIANT REAL
ESTATE MANAGEMENT, LLC

September 19, 2024

Midgard Self Storage - Seneca
600 Shiloh Rd
Seneca, SC 29678
864-973-9099
SenecaSC@storesmart.org
http://www.midgardselfstorage.com



ELECTRONICALLY FILED - 2024 Sep 19 10:50 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700716

**SELF-STORAGE RENTAL AGREEMENT WITH SELF-STORAGE LIEN
(South Carolina)**

between "Occupant" and Reliant Real Estate Management, LLC ("Owner")
Midgard Self Storage - Seneca
600 Shiloh Rd
Seneca, SC 29678

Rent is Due on the First (1st) Day of Each Month

Lease Date: June 29, 2023
Storage Space #: L25

City: Seneca County: Oconee
Storage Space Size: 12.0 x 20.0

Occupant's Name and Last Known Address:

Name: Arlene Gariepy
Street Address: 1221 22nd Ave. NE
City/State/Zip: Naples, FL
Date of Birth: December 1, 1963

Home Phone: 2392933372
Cell Phone:
Email Address:
Social Security #:

NOTICES: YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE ANY NOTICE OF DEFAULT BY MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL.

TO CHOOSE NOTICE BY MAIL TO THE ADDRESS WRITTEN ABOVE, SIGN HERE:

Arlene J Gariepy (Occupant signs on this line to receive notice by mail.)

TO CHOOSE NOTICE BY ELECTRONIC MAIL, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:

Arlene J Gariepy (Occupant signs on this line to receive notice by electronic mail.)

(If Occupant selects to receive notice by electronic mail, on this line Occupant must print the electronic mail address for Owner to use in sending notice.)

CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.

Alternative Contact to send notice if Occupant is unavailable:

Name: Lee Gariepy

Phone: 2392720030

DISCLOSURE OF LIENHOLDERS: Occupant must disclose any lienholders with an interest in property that is or will be stored in the leased space. Occupant represents that he/she owns or has legal possession of all personal property in the Space ("Personal Property") EXCEPT for items listed below (describe property and please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If there are no such parties, please confirm by stating No Liens.):

Property Description	Lien Holder/Secured Creditor	Creditor Address	Amt. Of Lien/Sec. Interest

Are you or your spouse active in the US military?

☐ Yes ☒ No

If Yes, Name of Military Member (First & Last):

Military ID Number (DOD Number):

Branch of Service:

Rank:

Squadron/Unit:

Deployment Base:

Anticipated End of Service Date:

Name of Commanding Officer:

Phone Number of Commanding Officer:

NOTICE: PURSUANT TO SOUTH CAROLINA SELF-SERVICE STORAGE FACILITY ACT, THE OWNER HAS A STATUTORY LIEN ON ALL PROPERTY IN OCCUPANT'S LEASED STORAGE SPACE. OCCUPANT'S PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

THIS AGREEMENT (the "Lease" or Agreement), made and entered into as of the above set forth date (the "Lease Date"), by and between Reliant Real Estate Management, LLC, as agent for the Facility's owner ("Owner"), and the party or parties identified as "Occupant" above (Occupant"), whose last known address is provided above. For the consideration provided for in this Agreement, the Owner agrees to let the Occupant use and occupy the space listed above (the Space) in the self-storage facility, known as Midgard Self Storage - Seneca, located in the City of Seneca, State of South Carolina, and more particularly described as follows: Space #L25. The Space is to be occupied and used for the purposes specified in this Agreement and subject to the conditions set forth beginning on June 29, 2023 and continuing month to month until terminated. Space, as used in this Agreement, means that part of the self-service storage facility as described above (the Facility). The Space is to be used by Occupant only to store personal and/or business property and for no other uses or purposes whatsoever.

1. TERM: This Lease is a month-to-month lease, based upon the terms and conditions set forth herein, which shall commence on the Lease Date and shall automatically renew each and every month with a subsequent renewal term beginning on the first of each month, unless written notice is given by either party at least thirty (30) days prior to the date the parties wish to terminate this Lease. If either party does not provide such notice of termination of this Lease, this Lease shall renew for a subsequent term. Owner is not providing any service to Occupant pursuant to this Lease other than renting the Space to Occupant.

2. RENT: Occupant agrees to pay Owner, as payment for the use of the Space and improvements on the Space, the monthly sum of \$227.00. Monthly installments are payable in advance on or before the first (1st) day of each month (Due Date), in the amount of \$227.00, and a like amount for each month after that, until the termination of this Lease, without notice or demand by Owner, and without any right of setoff. After the initial term of this Lease, rent may be increased by Owner by providing Occupant with written notice at least thirty (30) days prior to the effective date of such rental increase. Owner acknowledges receipt of rent and also includes Owner's applicable **set up/administration fee in the amount of \$30.00**. OCCUPANT AGREES AND UNDERSTANDS THAT ANY PAYMENTS MADE WILL BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE.

Owner does not accept cash payments. Receipt of a monthly invoice for rent shall not be a condition to timely payment of rent.

If the Space is vacated, voluntarily or involuntarily, prior to the expiration of the term of this Lease, no refunds will be given.

3. PARTIAL PAYMENTS: Owner shall have no obligation to accept any partial rental payments. Owner's acceptance of any partial rental payments (a) shall in no way be deemed an accord and satisfaction with respect to any unpaid rental payment amounts, (b) shall in no way be deemed to constitute a payment in full of any rental payment amounts that have not been paid in full, (c) shall not be deemed a waiver or cure of any default by Occupant in connection with any rental payment amounts that have not been paid in full, and (d) shall not limit, restrict or hinder in any manner Owner's rights and remedies at law, in equity and under this Lease in connection with any default by Occupant or any failure by Occupant to timely pay any rental amounts or other sums hereunder.

Occupant cannot cure any default, except by payment in full of all, but not part of all outstanding rent, and all fees due as a result thereof. Even if accepted by Owner, a partial payment of rental or fees associated therewith shall not be deemed to have cured Occupant's default, and does not waive or stop a notice of default which Occupant has received from Owner unless Occupant receives, in writing, said

waiver of default. Occupant understands and agrees that a sale may still proceed if Occupant has received a notice of default, even if Occupant has made a partial payment on the delinquent account.

4. FEES: In addition to any and all rights and remedies of Owner under this Lease at law or in equity, Occupant hereby acknowledges and agrees that (a) for each month that rent is not paid by the seven (7th) day of the month, or if any rent payment is dishonored, Occupant shall pay Owner a late fee equal to **the greater of \$20.00 or 20% of the Space's rental rate (the "Late Fee")**. Occupant agrees that the Late Fee owed for any previous months shall not be reduced or modified in any manner. Occupant shall pay Owner any and all other costs, fees and expenses, including, without limitation, Owner's costs and attorneys' fees, incurred in connection with any default by Occupant hereunder or the enforcement by Owner of any of its rights hereunder or provided at law or in equity.

Should any check be returned to Owner for non-payment, in addition to a Late Fee, Occupant shall pay Owner a **returned check fee of \$30.00 (the "Returned Check Fee")**. If Occupant provides Owner with Occupant's checking account information for an electronic check payment or automatic credit card payment, it will be treated like a check payment in which all non-payment fees will apply.

If Occupant is in default hereunder and has not paid all rent and other sums owed hereunder on or prior to the thirty-first (31st) day of delinquency, Owner will assert Owner's lien by cutting Occupant's lock, reasonably inventory the contents of the Space and seal the Space with Owner's lock and seal, at which time Occupant agrees to pay Owner a **Lien Fee of \$100.00**. If Occupant cuts Owner's lock or tampers with it in any way, Occupant will owe a **fifteen dollar (\$15.00) fee** to replace the lock.

If Occupant elects to receive a printed invoice each month from Owner, Occupant agrees to pay Owner an **Invoice Fee of \$3.00** each month. If Occupant elects to have 24 hour access to the Facility, Occupant agrees to pay Owner a **24-Hour Access Fee of \$10.00** per month.

All fees may be increased by Owner from time to time. Owner and Occupant hereby acknowledge and agree that all fees listed in this Agreement represent fair and reasonable estimates of the costs Owner will incur in connection with the late payment of rent by Occupant, lock cutting, and/or the return of any check of Occupant to Owner for non-payment. Any rental payments, along with any fees associated therewith, delinquent more than thirty (30) days shall be paid by credit card, certified check or money order.

5. VACATING SPACE: Upon the expiration or sooner termination of this Lease, Occupant shall remove the lock on the Space, and all Personal Property stored in the Space (unless such property is subject to the Owner's lien rights as referenced herein), and shall return peaceful possession of the Space to Owner on the day of termination in good, broom-swept condition, normal wear and tear excepted. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. Should Occupant fail to comply with the terms of this paragraph, Occupant shall pay Owner all costs and expenses incurred by Owner in cleaning the Space. There is no grace period; one day constitutes another month. **PRE-PAID RENT IS NON-REFUNDABLE.**

6. DENIAL OF ACCESS: Upon default, the Owner may, without notice, deny the Occupant vehicle gate access entry to the Facility. When rent is seven (7) calendar days past due, or if any check given in payment is dishonored, Occupant is considered to be in default and the Owner may deny access to the personal property located in the self-storage facility. **THIS IS THE OCCUPANT'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT.** If Rent is not paid within seven (7) days of the Due Date or in the event of Occupant's default, Owner may, without notice, deny Occupant access to the property in the Space and at the Facility. Occupant's access to the stored property may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order at the Facility. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the Facility. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces and any stored property. No bailment or higher level of liability is created if Owner over-locks the Occupant's lock, thereby denying the Occupant access to the Space. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. If Owner terminates this Lease as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility. All payments not received by 6:00 pm on the due date will be considered late, at which time all electronic gate and keypad access will be automatically deactivated. Occupant will have to enter the property by coming into the office during business hours. Deactivation of gate and keypad access shall not be deemed a denial of access to Occupant's Space. If at any time during the delinquency process, the delinquent Occupant pays all monies due and owing to Owner before the sale, Owner will remove Owner's overlock as promptly as reasonably practicable. Owner's employees and agents are not responsible or liable for any loss or damages incurred by Occupant if Occupant is temporarily denied access to the Space for any reason.

7. NO BAILMENT: THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY.

8. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: ALL PROPERTY STORED WITHIN OR ON THE SPACE BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S

SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such property. Owner and the Owner's employees and agents are not responsible or liable for any loss of or damage to any Personal Property while located in the Space or at the Facility from any cause whatsoever, including but not limited to, fire, water, elements, flood, hurricanes, rain, tornadoes, explosions, mold/mildew, rodents, insects, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, rodent damage, and the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees, for any reason, regardless of fault, unless Owner's actions constitute wanton or willful misconduct. It is agreed by the Occupant that this provision is a bargained for condition of this Lease that was used in determining the amount of monthly rent to be charged and without which the Owner would not have entered into this Lease.

9. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant or Occupant's agents or employees for injury or death as a result of Occupant's use of the Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

10. LOCK: Occupant has provided a lock for the Space (either one Occupant brought with them or one Occupant purchased from Owner) which Occupant deems to be sufficient to secure the Space and Occupant shall be responsible for keeping the Space locked. Owner does not represent the adequacy of any particular lock. If the Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Space, with or without notice to Occupant; provided, however, that in such event, Owner shall not have any liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

11. INDEMNIFICATION: OCCUPANT DOES HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM: (A) ANY PERSONAL INJURY OR DEATH OF OCCUPANT OR ANY FAMILY MEMBER, AGENT, EMPLOYEE OR INVITEE OF OCCUPANT, THAT OCCURS AT THE FACILITY, OR ANY PART THEREOF, INCLUDING THE SPACE; AND (B) ANY AND ALL CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS, DEMANDS, CAUSES OF ACTION AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS AND DISBURSEMENTS) ARISING FROM (I) THE USE OF THE SPACE OR THE FACILITY, OR FROM ANY ACTIVITY DONE, PERMITTED OR SUFFERED BY OCCUPANT OR OCCUPANT'S AGENTS OR INVITEES IN OR ABOUT THE SPACE OR THE FACILITY, (II) ANY ACT, NEGLIGENCE, FAULT, WILLFUL MISCONDUCT OR OMISSION OF OCCUPANT OR OCCUPANT'S FAMILY MEMBERS, EMPLOYEES, AGENTS OR INVITEES, OR FROM ANY BREACH OR DEFAULT IN THE TERMS OF THIS LEASE BY OCCUPANT OR OCCUPANT'S FAMILY MEMBERS, EMPLOYEES, AGENTS OR INVITEES, AND/OR (III) ANY ACTION OR PROCEEDING BROUGHT ON ACCOUNT OF ANY MATTER IN ITEMS (I) THROUGH (II) ABOVE. . OCCUPANT'S INDEMNITY OBLIGATION INCLUDES ALLEGATIONS THAT OWNER OR OWNER'S EMPLOYEES OR AGENTS ACTED IN NEGLIGENT MANNER. OCCUPANT HEREBY FULLY RELEASES OWNER AND OWNER'S AGENTS FROM RESPONSIBILITY FOR, WAIVES ANY CLAIM OF RECOVERY FOR, AND ASSUMES ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO PERSONS IN OR ABOUT THE SPACE OR THE FACILITY FROM ANY CAUSE WHATSOEVER, EXCEPT THAT WHICH IS CAUSED BY THE SOLE, ACTIVE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR OWNER'S AGENTS OR BY THE FAILURE OF OWNER TO OBSERVE ANY OF THE TERMS AND CONDITIONS OF THIS LEASE.

ALL RELEASES AND COVENANTS OF INDEMNITY CONTAINED IN THIS LEASE ARE BARGAINED FOR BETWEEN OWNER AND OCCUPANT, AND ARE AN EXPRESS CONDITION PRECEDENT TO OWNER'S OBLIGATIONS PURSUANT TO THIS LEASE.

12. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Occupant's stored property is a material condition of this Agreement, and is for the benefit of both Occupant and Owner. **Occupant's failure to carry the required insurance is a breach of this Agreement,** and Occupant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

INSURANCE ELECTION: Occupant elects one of the following (please initial):

I have provided evidence of insurance from my insurance agent or company for my personal property and contents. I agree to keep the insurance in force during the time of my lease. If I do not have this evidence of other insurance available today, I agree to provide it within 24 hours.

I agree to enroll in SBOA TI (Occupant Insurance).

Occupant agrees and understands that the SBOA TI policy can be cancelled at any time if Occupant provides evidence of third party insurance coverage for its stored property. **Occupant further consents to business communication by Owner and Insurer via phone, text, e-mail and fax.**

13. CONDITION: Occupant hereby acknowledges and agrees that Occupant has had an opportunity to inspect and examine the Space, hereby accepts it as being suitable for the storage of Occupant's property in all respects, and that the Space shall be Leased to Occupant in its "as-is" condition, with all faults, without any improvements or alteration by Owner. Occupant shall not alter or damage the Space or the Facility in any manner or respect. If Occupant or Occupant's guests or invitees damage the Space and/or Facility, Occupant shall promptly reimburse Owner for the cost of any repair thereto. All such repair costs shall be deemed additional rent and due and payable to Owner as all other rent under this Agreement. Owner makes no warranty concerning the exact dimensions of the Space and the failure of the Space to be the exact dimensions stated herein do not entitle Occupant to any reduction in rent, or an adjustment or refund thereof.

14. ASSIGNMENT/SUBLETTING: Occupant shall not assign this Lease nor sublet the Space, in whole or in part, nor permit any other person or entity to use the Space without the written permission of Owner, which permission may be withheld in Owner's sole discretion.

15. PROHIBITIONS: The Space named in this Lease is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives or any highly inflammable goods or any other goods in the Space which would cause danger to the Space. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the Space, and will keep the Space in good condition during the term of this Lease. Occupant shall not use the Space contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to create a nuisance in the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Lease. Occupant represents warrants and covenants that Occupant shall not use the Space to store items that are hazardous as defined by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or hazardous, or illegal under any federal, state or local law or regulation or any toxic, explosive, or flammable goods or other types of goods which would cause damage or nuisance to other Space or the Facility. Occupant shall not store, place or keep any livestock, animals, perishable goods, hazardous material, hazardous waste or containers containing compressed gases in the Space. Occupant shall not use the Space for a garage sale or flea market, conducting business, distribution business, work shop, manufacturing, vehicle or any other type of repair, sales, renovations, decorations, painting, or any other purpose not provided by this Lease. Occupant shall not loiter about the Space and/or the Facility, spend excessive or unnecessary time in or around the Space or Facility or interfere with the use of the Facility by other occupants. The use of electricity in the Space is strictly prohibited unless agreed upon in writing by Owner. **The Space may only be used by Occupant as a Space to store Personal Property, and may not be used or utilized in any manner, on a temporary or permanent basis, for dwelling, habitable occupancy, or lodging purposes or any other non-storage purposes.** If Occupant violates the prohibitions of this paragraph, Occupant will be in default.

Occupant shall immediately notify Owner should Occupant become aware of any noxious odors, sounds or other conditions, including, without limitation, the presence of any mold or similar condition, in Occupant's Space or emanating or spreading from any other spaces. Upon receipt of such notification, or, should Owner become aware of any such conditions, Owner may, notwithstanding anything in this Lease to the contrary, enter Occupant's Space without notice to make any necessary inspection, repairs, or alterations. Should any such conditions result from Occupant's occupancy of the Space or from a breach by Occupant of the terms of this Lease, all costs and expenses incurred by Owner in addressing such conditions shall be paid by Occupant on demand. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space and use of the Facility or from any activity, work, or thing done, permitted or suffered by the Occupant in the Space or on or about the Facility. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana.

16. ACCESS: Upon 48 hours' written notice to Occupant, Owner shall have the right to enter the Space to make any necessary inspections, repairs, alterations or improvements to the Space. In the event of an emergency, Owner may enter the Space without notice to, or consent from, the Occupant, using whatever any reasonable means, to preserve the Spaces, repair the Space at Owner's expense (unless such emergency results from acts or omissions of Occupant or Occupant's agents or invitees, or from the use of the Space by Occupant, in which case such repairs shall be at Occupant's sole cost and expense), to comply with applicable law, to enforce Owner's rights, or to allow inspections or searches by governmental authorities.

17. SENTIMENTAL VALUE: Occupant shall not store irreplaceable Personal Property, or Personal Property which has an emotional or special value, in the Space, including without limitation, books, writings, artwork, heirlooms, jewelry, collectibles, or any other objects which have special or sentimental value to Occupant or have unknown immediate resale or market value. Occupant waives any claim of monetary damage arising from the loss of or damage to such Personal Property stored in the Space.

18. LIMITATION OF VALUE: Occupant agrees not to store Personal Property with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without prior written consent from Owner. If such written permission is not obtained, the value of the Personal Property shall be deemed not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) and may be worth substantially less than Two Thousand Five Hundred Dollars (\$2,500.00). The Occupant agrees and understands that this limit of Two Thousand Five Hundred Dollars (\$2,500.00) is deemed to be the maximum value of the property stored in the Space and the maximum

liability of the Owner for any claim. Occupant agrees that the maximum value for any claim or suit by the Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$2,500.00. Nothing herein shall constitute an agreement or admission by Owner that Occupant's Personal Property has any value whatsoever, nor shall anything alter the release of Owner's liability set forth herein. Higher value limits may be available from Owner in exchange for additional consideration and insurance coverage.

19. CONDUCT: Occupant and Occupant's guests, invitees and agents will conduct and communicate in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant or Occupant's guests, invitees or agents is a breach of this Lease, entitling Owner to immediately terminate this Lease and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's Personal Property from the Space.

20. NOTICES TO OCCUPANT: All notices required by this Lease shall be mailed to the Occupant's last known address or to the E-mail Address provided by the Occupant in this Lease. Notices shall be deemed delivered when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. Notification by electronic mail is an authorized means of communication. **If Occupant provides its E-mail Address, Occupant consents to the delivery of all notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices, may be sent to Occupant via e-mail rather than by U.S. Mail.** Occupant understands and agrees that if Occupant does not notify Owner of a new or corrected address, important notices may not reach Occupant, and hereby assumes all liability resulting there from. Occupant shall promptly notify Owner in writing of any change of phone number of Occupant.

21. NOTICES TO OWNER: Occupant represents and warrants that the information Occupant has supplied in this Lease is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address (physical and electronic) and telephone number(s) and any change in the liens and secured interest on Occupant's Property. Occupant understands Occupant must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown in this Lease. Except for change of address and phone number notices from Occupant, as described above, any other notice to Owner, shall be provided in person or in writing by U.S. Mail, certified with return receipt requested, first class postage pre-paid or by e-mail only if e-mail is acknowledged by Owner. Occupant also may change its address and contact information online via the Owner's website. **The failure of Occupant to notify Owner of change in address(es) and contact information shall constitute a waiver by Occupant of any defense based on failure to receive any notice from Owner.**

22. TEMPERATURE/HUMIDITY CONTROL: Occupant understands that any storage spaces within the Facility that may be considered climate controlled may be only heated and/or cooled. Climate controlled storage spaces are heated and cooled depending on outside temperature. These storage spaces do not provide constant internal temperature or humidity control and **Owner does not warrant or guarantee temperature or humidity ranges in the Space or at the Facility.** Even in climate controlled storage spaces, there is a risk of the growth of mold and/or mildew on Occupant's stored Personal Property, particularly if Occupant brings damp or wet Personal Property into the Space. Mold and/or mildew are naturally occurring substances, and Owner is not liable for the growth of mold or mildew on stored property. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Occupant shall store their Property within the Space solely at their own risk.

23. SECURITY TYPE SYSTEMS: This Lease contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant understands and agrees that this Agreement may be modified only in writing. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Facility, the Space, and/or the property in the Space. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, or any Facility referred to in this Lease. The Owner's agents' and employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES** and shall not be relied upon by Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and **NO OTHER WARRANTIES** are given. Occupant acknowledges that neither Owner nor Owner's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Owner nor Owner's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Occupant or any other party. Gates and any other type of systems which appear to be present for the purpose of security (hereinafter "Security Type Systems") are installed for the protection of Owner's property, not Occupant's property or Occupant. Owner shall not be liable for any loss Occupant may suffer as a result of the failure of any Security Type Systems serving the Facility. Occupant should not substitute the existence of any Security Type Systems for Occupant's purchase of a suitable lock and for Occupant's purchase of self-storage insurance. Security Type Systems including, but not limited to, fencing, electronic gates, video cameras, etc., if present, at all, at the Facility, are not monitored and the systems may not operate properly in the event of a mechanical, electrical, or software failure. There shall be no liability to the Owner, the Owner's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction.

24. CHEMICALS: Occupant is advised that Owner may use chemicals at the Facility, including in and/or around the Space, for pest control. Accordingly, no pets are allowed at the Facility.

25. PERMISSION TO COMMUNICATE: Occupant recognizes that Occupant and Owner are entering into a business relationship. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant with marketing and /or other business related communications, including collection notices and that these conditions are related to the business relationship. **Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Lease or at any other cell phone numbers provided by Occupant to Owner.** Texts from Owner to Occupant may provide alerts regarding the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging rates will apply to any messages received from Owner. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Lease or purchasing any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Owner of said change or be liable for any fees or charges incurred.

26. OWNER'S LIEN: PURSUANT TO THE SOUTH CAROLINA SELF-SERVICE STORAGE FACILITY ACT, UPON DEFAULT BY THE OCCUPANT THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

For purposes of Owner's lien: personal property means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; last known address means that address provided by the Occupant in the latest rental agreement or the address provided by the Occupant in a subsequent written notice of a change of address. The Owner's lien attaches as of the date the Occupant is considered in default.

OCCUPANT MUST DISCLOSE ANY LIENHOLDERS WITH AN INTEREST IN PROPERTY THAT IS STORED OR WILL BE STORED IN THE LEASED SPACE. OWNER SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OWNER BY THE OCCUPANT THAT THE PROPERTY PLACED IN THE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE OF AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. Occupant acknowledge and agrees that the date of the sale of Occupant's stored property as permitted by state law shall also constitute the date of termination of this Agreement. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. Occupant consents to the use of on-line auction services.

MOTOR VEHICLE: IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR A WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS FOLLOWING THE MATURITY OF THE OBLIGATION TO PAY RENT, THE OWNER MAY HAVE THE PROPERTY TOWED BY A TOWING COMPANY LICENSED PURSUANT TO LAW. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED, THE OWNER SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR ANY DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY.

27. ENFORCEABILITY: If any part of this Lease is deemed invalid, illegal, void or unenforceable, it shall not affect the enforceability of any other provision of this Lease and the legality and enforceability of the remaining parts shall not in any way be affected or impaired and such remaining parts shall remain valid and enforceable. This Lease shall be governed by the laws of the State of South Carolina, regardless of its conflict of laws provisions.

28. RULES: The Occupant agrees to be bound by any Rules and Regulations for the Facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Lease.

29. DEFAULT: When rent is seven (7) calendar days past due, or if any check given in payment is dishonored, Occupant is considered to be in default and the Owner may deny access to the personal property located in the self-storage facility. **THIS IS THE OCCUPANT'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT.** The Occupant shall also be in default if the Occupant fails to comply with any term or condition of this Lease or breaches the peace. If Occupant is in default, Owner may exercise the rights and remedies described throughout this Lease, including, without limitation (i) removing Occupant's lock and access the Space; (ii) overlock the Space to prevent Occupant's access until all amounts outstanding are paid in full; (iii) inventory and/or take possession of the Space or Occupant's Personal Property located in the Space; (iv) sell Occupant's Personal Property stored in the Space as permitted by law; and/or (v) pursue any and all other remedies available to Owner at law or equity including a forcible entry detainer action against Occupant. Occupant shall be responsible for all damages and expenses sustained by Owner as a result of such default and shall indemnify Owner for all costs, expenses and liabilities associated with any default, including, without limitation Owner's attorney's fees and costs. All remedies available to Owner shall cumulative and the exercise of one or more remedies shall not exclude or waive Owner

right to seek or use any other remedy.

30. TERMINATION: The term of this Lease is month-to-month and this Lease will automatically renew at the end of each monthly term on a month-to-month basis until written notice of termination is provided by either party. Thirty (30) days' prior written notice given by Owner or Occupant to the other party will terminate this Lease and the tenancy hereunder. Owner may immediately terminate this Lease (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Lease or in the event that Occupant breaches the peace, creates a nuisance, or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Owner does not prorate partial month's rent.

31. ARBITRATION: In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Lease, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Lease and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this provision concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this provision and Agreement. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

32. BINDING NATURE: The covenants herein contained shall extend to and be binding upon the parties, their successors, heirs, executors, administrators and assigns. The Occupant warrants that the information provided to Owner in this Lease or in any application preceding this Lease is complete, true, and accurate in all respects.

33. VEHICLES: Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Unit allocated and referred to in this Lease by addendum or a separate lease. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle or boat remains stored in the Space after termination of the Lease or upon Occupant's default for 60 or more days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such property to be removed by a person regularly engaged in the business of towing, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the property is subject to removal at the Occupant's expense after termination of the Lease or upon Occupant's default. Owner shall incur no liability to Occupant for causing the property to be removed pursuant to this paragraph.

34. ABANDONMENT OF OCCUPANT'S PROPERTY: Occupant shall be deemed to have conclusively abandoned all property which remains in the Space or at the Facility after the termination of this Lease, upon default of this Lease for thirty (30) days, or when Owner concludes based upon other reasonable considerations, including, but not limited to an unlocked Space, that Occupant has abandoned Occupant's property and the Space. Any personal property of Occupant which shall remain in or in the Space or at the Facility after the expiration or termination of the Lease (other than termination of the Lease while a default by Occupant exists) shall be considered abandoned at the option of Owner, and, if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's personal property in order to satisfy Owner's lien. Occupant shall be liable for paying all costs incurred by Owner in disposing of such property. There are No Rent Refunds for Partial-Month Occupancies.

35. CHANGES: All items of this Lease, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days' prior written notice to the Occupant. If so changed the Occupant may terminate this Lease on the effective date of such change by giving the Owner thirty (30) days' prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder, whether or not Occupant has agreed to the change in writing.

36. TIME TO FILE SUIT: Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

- 37. WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective right to a trial by jury of any claim or cause of action arising out of, or any way connected with this Lease or Occupant's use of the Space or the Facility.
- 38. PERSONAL AND FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, bank account information) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner or its respective agents, employees and affiliates for damages arising from the use of said information by others.
- 39. RELEASE OF INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
- 40. MILITARY SERVICE:** If Occupant or Occupant's Spouse is in the military service, Occupant must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant may notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.
- 41. CROSS-COLLATERALIZATION OF STORAGE SPACES:** When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.
- 42. WAIVER:** No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.
- 43. OCCUPANT'S LIABILITY:** In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Lease shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.
- 44. STATE LAW TO APPLY:** This Lease and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.
- 45. ATTORNEYS' FEES:** In the event the Owner retains the services of an attorney to recover any sums due under this Lease for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.
- 46. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Owner reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.
- 47. ELECTRONIC SIGNATURE:** Occupant agrees that any reference in this Lease to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Lease as if Occupant signed this Lease in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e- signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS OF THIS LEASE

OCCUPANT:

Arlene Gariepy
(Print Name)

Arlene J Gariepy

OWNER (Reliant Real Estate Management, LLC):

By Angela Swafford
(Printed Name of Authorized Agent)

Angela Swafford

(Signature)

(Signature of Authorized Agent)

Date: June 29, 2023

Signature Certificate



Document Reference: RREM-SC17-341393-114490-638236444352055667

Electronic Signature

Arlene J Gariepy

Arlene J Gariepy
IP Address: 164.153.62.226, 172.69.247.57

Electronic Signature

Angela Swafford

Angela Swafford
IP Address: 108.91.97.12, 172.71.82.48

Timestamp	Audit
29-Jun-2023 02:39 PM	Document accepted by Angela Swafford. (SenecaSC@storesmart.org) - 108.91.97.12, 172.71.82.48
29-Jun-2023 02:35 PM	Document accepted by Arlene J Gariepy. () - 164.153.62.226, 172.69.247.57
29-Jun-2023 02:11 PM	Document pending by Arlene J Gariepy. () - 174.209.96.209, 108.162.238.56
29-Jun-2023 02:07 PM	Document pending by Angela Swafford. (SenecaSC@storesmart.org) -

1 Q. Have you ever made any claims for workers'
2 compensation for an on-the-job injury?

3 A. No.

4 Q. How long have you lived in Florida?

5 A. Twenty -- 20 years, plus.

6 Q. And did you come there from New Jersey?

7 A. No, Poconos in Pennsylvania.

8 Q. And this lawsuit we're discussing is
9 regarding -- well, it involves a storage facility in
10 Seneca, South Carolina. How did you become involved
11 with this storage facility in Seneca?

12 A. Because we were moving to South Carolina.
13 We were building a home there and the home was not
14 finished.

15 Q. Are you still in the process of building
16 that home?

17 A. It's done being built.

18 Q. And you guys are going to move there?

19 A. Yes.

20 Q. Do you know what date you're going to be
21 moving there?

22 A. I'm -- no, I'm up there. We're in the
23 process still of moving, but I am up there now and I'm
24 here, too. I'm at both houses.

25 Q. Okay. So you're kind of back and forth

1 between the two as you get all of your stuff moved up
2 here?

3 A. Yes. Yes. Until the finalization, yes.

4 Q. And what is the address of that house in
5 Seneca?

6 A. 107 Martin's Pointe Road in Seneca.

7 Q. And what made you guys decide to move to
8 the Seneca area or South Carolina?

9 A. We loved it. We've gone up for many years
10 and loved it. The lake.

11 Q. When did you first begin moving things up
12 to South Carolina?

13 A. That was the time that we put it into our
14 storage. I don't recall the exact date. The twenty --
15 actually June 29th is when we actually put our stuff
16 into Midgard Storage.

17 Q. And did you look at several different
18 storage facilities or did you just --

19 A. No.

20 Q. Okay. So you just landed on Midgard?

21 A. Mm-hmm. Yes.

22 Q. Did you -- were you only looking at
23 self-storage facilities or were you looking at storage
24 facilities where they would assist you with the moving
25 and keeping your things?

1 storage unit?

2 A. I don't recall. I know it was later in
3 the day. I don't recall.

4 Q. And did you guys have a big -- a big
5 moving truck?

6 A. We have a trailer.

7 Q. Okay. So you guys are pulling a trailer
8 by your own vehicle?

9 A. Yes.

10 Q. And when you got there to start unloading,
11 was there a lock on the unit that you guys had to
12 remove?

13 A. I wasn't there for that. He was already
14 there.

15 Q. Okay. So your husband was already there
16 with the unit open. You just pulled in and started
17 unloading?

18 A. Yeah, he was there. I wasn't there.

19 Q. Were -- did you see any employees from
20 Midgard at all during the process of moving everything
21 into the unit?

22 A. No.

23 Q. How often did you go back to the storage
24 facility after that day before you learned of -- of all
25 the -- of the auction?

1 A. We didn't -- we went back home. We
2 didn't go.

3 Q. So between -- and I believe you said it
4 was June 29th of 2023?

5 A. I'm sorry, what was that?

6 Q. Was it June 29th of 2023 when you --

7 A. When we put the stuff in, yes.

8 Q. Okay. So between June 29th and the day
9 that you heard about the auction, you had never gone
10 back personally?

11 A. No. When the stuff -- when we heard about
12 the auction -- no, we went back -- went back to talk to
13 the girl there. That was it, but that was after
14 everything was after disbursed.

15 Q. Do you remember the name of the girl you
16 talked to?

17 A. Her name is Samantha.

18 Q. And do you recall around what time that
19 was; how many days after it was that you --

20 A. I don't recall. I don't remember.

21 Q. Why did you guys decide to leave your
22 stuff in a storage unit in South Carolina while living
23 in Florida during this time?

24 A. We didn't have a choice. The house wasn't
25 finished; otherwise, we'd put it -- we would have put it

EXHIBIT

4



SELF-STORAGE INDUSTRY DISPUTE RESOLUTION RULES AND PROCEDURES

(Effective 8/5/20)

NAM (National Arbitration & Mediation)
990 Stewart Avenue, First Floor
Garden City, NY 11530
Phone: 1-800-358-2550
Fax: 516-794-8971
www.namadr.com

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PURPOSE OF THESE RULES

NAM (National Arbitration and Mediation) has established this set of Dispute Resolution Rules and Procedures for the Self-Storage Industry (hereinafter “NAM’S Rules”) to provide a fair, expeditious and final means for resolving legal disputes arising out of or relating to the rental of self-storage facilities, without the need for litigation in federal, state or local courts. NAM’s Rules shall govern binding Arbitrations and non-binding Mediations whether brought by an Owner or Occupant of a self-storage unit.

These Rules are to be used when dispute resolution provisions have been established whereby the Owner and Occupant(s) of a unit(s) in a self-storage facility have agreed to utilize Arbitration and/or Mediation to resolve disputes that may arise related to the self-storage unit.

SCOPE OF RULES

RULE NO. 1: APPLICATION OF RULES

All rules set forth herein are National Arbitration & Mediation (“NAM”)’s Self-Storage Industry Dispute Resolution Rules and Procedures (hereinafter “NAM’s Rules”) and shall govern non-binding Mediations and binding Arbitrations of disputes that are administered by NAM by the parties mutual agreement to use these rules or pursuant to any written agreement between the parties.

NAM may administer a case pursuant to these Rules where a written agreement between the parties designates NAM as the Administrator for the arbitration and/or mediation. In addition, in the event the written agreement between the parties designates an administrator who is unable or unwilling to administer the case, NAM may administer the case if (i) the parties consent to same or (ii) after the Claimant serves a Demand for Arbitration/Request for Mediation upon the Respondent and files the case with NAM, the Respondent does not object to NAM’s administration of the case within 10 days of service of the Demand for Arbitration/Request for Mediation. In any event, it is within NAM’s sole discretion to accept or reject any case for administration.

These rules are designed to secure the most expeditious, private and inexpensive resolution and determination of every case, whether in law or equity.

The parties are free, however, to enter into a mutually executed written agreement at any time to amend or modify any of NAM’s Rules for the purpose of their case.

These Rules are also to be used when contractual dispute resolution provisions/programs have been established whereby both entities have agreed to utilize Arbitration and/or Mediation to resolve such contractual disputes. When such a provision/program exists, there may be instances in which the Rules and Procedures of the provision/program as written and as agreed upon by the entities differ from some of the Rules and Procedures as contained herein. In these instances, NAM’s Rules and Procedures contained herein may be modified to conform to that of the program as established and mutually agreed upon by the entities. Such modifications would be subject to NAM’s review and acceptance.

RULE NO. 2: DEFINITIONS

For purposes of these Rules, the following definitions apply:

- A. **Arbitration Agreement** – any written agreement between the parties to resolve a dispute, claim or controversy through binding Arbitration.
- B. **Arbitration Hearing** – any proceeding in which disputes, claims or controversies are resolved, including:
 - i. **In-Person/Oral Arbitration Hearing** – any proceeding in which an Arbitrator entertains oral testimony or arguments and reviews documents and evidence to render an award or judgment. The hearing may be conducted in-person or via telephone.
 - ii. **Arbitration based on Written Submissions** – any proceeding in which the Arbitrator reviews documents, evidence or property and bases his or her decision solely on the documentary evidence presented to him or her.
- C. **Arbitration Notice** – a written notice which the Claimant files and serves upon the Respondent to initiate the claim and request Arbitration. Also referred to as a Demand For Arbitration.
- D. **Arbitrator** – an individual conducting Arbitration Hearings.
- E. **Award** – any binding award issued by an Arbitrator establishing the final rights and obligations of the parties. A judgment may be entered for enforcement in a public court pursuant to the rules of the relevant jurisdiction for enforcement of arbitral awards.
- F. **Claim** – any claim seeking a remedy or relief submitted by one party against other parties including an initial claim, counter or cross claim.
- G. **Claimant** – any party initiating an Arbitration or Mediation and making a Claim under these Rules and Procedures.
- H. **Consumer** – an individual who purchases, seeks or acquires good or services for personal, family or household use.
- I. **Consumer Cases** – disputes which arise pursuant to a pre-dispute arbitration agreement in which the business has a standardized, systematic application of arbitration clauses with customers and there is minimal, if any, negotiation between the parties as to the procedures or other terms of the arbitration clause. Cases arising from commercial transactions between a lender and commercial borrowers or a company and commercial customers or other financial services such as investment and real estate transactions are NOT considered to be Consumer Cases. Also, if the agreement to arbitrate was negotiated by the individual consumer and the company, any disputes arising there from are NOT considered to be Consumer Cases. The NAM Administrator, in his/her sole discretion, will determine whether a party is to be classified as a consumer.

- J. **Deposition** – testimony under oath, especially a statement by a witness that is written down or recorded for use in legal proceedings at a later time.
- K. **Discovery** – the compulsory disclosure of pertinent facts or documents to the opposing party in a legal proceeding.
- L. **Document** – any writing or data compilation containing evidential information such as facts, opinions, statements, reasons, descriptions, legal arguments or any other information in any form such as an agreement, record, correspondence, tape, disk, request, notice, affidavit, memorandum or other writing. Documents shall include, but not be limited to, all written notifications and communications, pleadings, reports, photographs, bills, receipts, invoices, records maintained in the ordinary course of business, medical reports, contracts and any other written documents.
- M. **Fee Schedule** – the then current Fee Schedule in effect at the time of the filing of the claim which is subject to NAM's Self-Storage Industry Dispute Resolution Rules and Procedures and is made a part of these Rules and incorporated by reference herein.
- N. **Interim Order** – any order providing temporary or preliminary relief pending a final Award.
- O. **Interrogatory** – a formal or written question asked to a witness, usually requiring an answer under oath.
- P. **Mediation** – a non-binding settlement conference. Mediation sessions are only binding where an agreement is reached. Documentary evidence may be used by the parties and submitted to the Hearing Officer to facilitate negotiations.
- Q. **Mediator** – an individual conducting a Mediation Conference.
- R. **Mediation Agreement** – any written agreement between the parties to resolve a dispute, claim or controversy through non-binding Mediation.
- S. **Mediation Conference** – a non-binding settlement proceeding in which each party is given an opportunity to describe the facts of the case and explain its position to a Mediator who in turn meets privately with each side to evaluate their respective cases and to discuss potential settlement figures with a view toward guiding the parties to the settlement of their dispute. The hearing may be conducted in-person or via telephone.
- T. **Mediation Notice** – a written notice which the Claimant files and serves upon the Respondent to initiate the claim and request Mediation. Also referred to as a Request For Mediation.
- U. **NAM** – the administrator of the Self-Storage Industry Dispute Resolution Rules and Procedures, headquartered at 990 Stewart Avenue, First Floor, Garden City, NY 11530; telephone # is 800-358-2550.
- V. **NAM Administrator** – the individual or individuals appointed by NAM to administer NAM's Self-Storage Industry Dispute Resolution Rules and Procedures. Unless specifically directed to do so by the NAM Administrator or the Arbitrator(s)/Mediator, all communications among the parties and NAM, whether verbal or written, should be addressed to the NAM Administrator at 990 Stewart

Avenue, First Floor, Garden City, NY 11530 and not directly to the Arbitrator(s)/Mediator. The NAM Administrator may, in his or her discretion, appoint a NAM employee or employees to assist in the administration of a claim submitted to NAM.

- W. **Occupant**- the renter/lessee/tenant of a self-storage unit.
- X. **Order** – any order issued by an Arbitrator establishing specific rights and obligations of the parties.
- Y. **Owner**-an individual or entity that owns and operates the Storage Unit facility and offers self-storage units for lease/rent.
- Z. **Party** – any individual or entity who makes a claim or against whom a claim is made, including Claimants and Respondents.
- AA. **Reply** – a written response by the Respondent to an Arbitration Notice filed by the Claimant.
- BB. **Representative** – any individual, including an attorney, who represents a party in an Arbitration or Mediation.
- CC. **Respondent** – any party against whom a claim is made.
- DD. **Sanctions** – may include the dismissal of the claim or counter-claim, preclusion of evidence, admission of facts, payment of fees, costs or attorney’s fees or the granting of an award. The Arbitrator may impose sanctions against a party, a representative or both.
- EE. **Self-Storage Industry Dispute Resolution Rules and Procedures** – the rules and procedures administered by NAM to assist parties to resolve self-storage disputes that may arise.
- FF. **Service** – the methods of delivery specified in Rule No. 13 by which a party may deliver an Arbitration Notice or Reply, or any other documents or written communications to another party or to the NAM Administrator.
- GG. **Signature or Signed** – a mark or symbol intended as an attestation, produced by reliable means, intended as a signature.
- HH. **Witness** – an individual who may or may not be a party, who will appear at an Arbitration hearing and give sworn testimony regarding the dispute, claim or controversy.
- II. **Written Submissions** – the legal memorandum, position paper, case law, deposition transcript, witness statements, expert reports, photographs, bills, receipts, invoices, or any other written documentary evidence submitted by a party in support of its position.

RULE NO. 3: PRIVACY

All documents and materials submitted to or filed with NAM shall remain private and are not subject to public scrutiny. All communications, whether oral or written, and all testimony at an Arbitration shall remain confidential and inadmissible in any other judicial or alternative dispute resolution proceeding, with

the exception of an appeal if the parties mutually agree in writing to an appeal process. Such appeal would then be subject to NAM's Appellate Dispute Resolution Rules and Procedures. With respect to Mediations, the NAM Administrator, the Mediator and the parties shall keep all matters relating to the Mediation proceeding, including the terms of the settlement agreement, confidential unless the parties mutually agree otherwise or disclosure is necessary for the purposes of implementation and enforcement.

RULE NO. 4: EXCLUSION OF LIABILITY

- A. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any Arbitration or Mediation conducted under these Rules or any other rules and procedures mutually agreed upon by the parties.
- B. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding.
- C. The parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, Arbitrators/Mediators, agents, etc.

RULE NO. 5: REPRESENTATION

Parties may act on their own behalf or may be represented by a person with authorization to act on their behalf. The name, address and contact information of such persons shall be communicated to NAM and all other parties at least thirty (30) days prior to the scheduled hearing or conference.

RULE NO. 6: ADJOURNMENTS FOR ARBITRATIONS OR MEDIATIONS

The Arbitrator(s)/Mediator may, in his/her discretion, grant a party's request for postponement of a scheduled In-Person/Oral Arbitration Hearing, a scheduled Mediation conference or the date fixed for the receipt of documentary evidence for an Arbitration based on Written Submissions.

RULE NO. 7: FEES

The parties shall pay those fees set forth in the then current Fee Schedule in effect at the time of the filing of the claim which is subject to NAM's Self-Storage Industry Dispute Resolution Rules and Procedures which is incorporated by reference herein and made part of these Rules. In the event that the administration of a matter extends beyond a one-year period, NAM may, in its sole discretion, charge the most current fees set forth in the most recent Fee Schedule for additional time expended on the matter.

NAM may, in its sole discretion, modify the fees for specific case types or programs and may refund or waive all or a portion of the fees in cases of extreme economic hardship.

RULE NO. 8: MODIFICATION OF RULES

NAM reserves the right to modify these Rules at any time without prior written notice to the parties. If the parties have entered into an Arbitration or Mediation Agreement, the version of the Rules in effect at the time the claim is filed with NAM will govern the Arbitration or Mediation, unless the parties mutually agree to another version. If the parties have not entered into an Arbitration or Mediation Agreement, the version of the Rules in effect at the time the parties file the joint submission with NAM will govern the proceedings. The parties are free at any time to enter into a written agreement to amend or modify any of NAM's Rules for the purpose of their case. However, NAM's Fee Schedule is not subject to such modification or amendment except in the sole discretion of the NAM Administrator.

RULE NO. 9: ENFORCEABILITY OF RULES

If the provisions of these Rules are held invalid or unenforceable by a court of law, the parties have not waived any of their rights, privileges or remedies to submit their claims, counter-claims and cross-claims to the applicable court of law or to avail themselves of any other legal rights, privileges or remedies.

COMMENCEMENT OF CLAIM

To initiate an Arbitration, please refer to Rule No. 10 through Rule No. 36.

To initiate a Mediation, please refer to Rule No. 37 through Rule No. 53.

ARBITRATIONS

RULE NO. 10: INITIATION OF ARBITRATION

In the case of Arbitration, Parties shall initiate Arbitration by one of the following methods:

- A. The parties may send a jointly executed submission form to NAM at 990 Stewart Avenue, First Floor, Garden City, NY 11530 (hereinafter “NAM’s headquarters”). The submission form should include the names, addresses, telephone and fax numbers of each party to the case, internal filing or claim numbers (for corporate entities), a brief description of the nature of the claim, the amount in controversy, the remedy sought, the number of Arbitrator(s) agreed upon by the parties and a copy of the contract or agreement, if any, upon which the joint submission is based; or
- B. If the parties have not filed a jointly executed submission form but the parties previously have agreed in a written contract to use Arbitration to resolve disputes, and per the contract, NAM would be an eligible provider of such services:
 - i. The initiating party (hereinafter the “Claimant”) shall:
 - a. File a written notice of its intention to Arbitrate (hereinafter “Demand for Arbitration”) by forwarding the fully executed Demand for Arbitration to the Respondent. The Demand for Arbitration shall set forth the names, addresses, telephone and fax numbers of each party to the case, internal filing or claim numbers (for corporate entities), a brief description of the nature of the claim, the amount in controversy and the remedy sought.
 - b. The Demand for Arbitration must state, in part, that if the Respondent fails to respond in writing within 30 days of Service, the Arbitrator(s) may enter an award against the Respondent. In his/her sole discretion, the NAM Administrator may extend this time limit.
 - c. In order for the claim to proceed to Arbitration, the following must be sent to the NAM Administrator at the address listed in Rule No. 10(A) above:
 - a copy of the written contract which states that Arbitration through NAM can be used to resolve the dispute;
 - proof of service of the Demand for Arbitration to the Respondent; and
 - an original and two (2) copies of the Demand for Arbitration and any accompanying paperwork.
- C. The parties shall request either an In-Person/Oral Arbitration Hearing or an Arbitration based on Written Submissions. To the extent that all of the parties do not agree, and the underlying written agreement providing for arbitration of the matter (if applicable) is silent as to whether the Arbitration is to be conducted based on Written Submissions or at an In-Person/Oral Arbitration Hearing, then an In-Person/Oral Arbitration Hearing shall be conducted. To the extent that a party requests an Arbitration based on Written Submissions and the other party (ies) does (do) not

respond within the time frame specified by NAM's Rules for submitting a reply, the type of arbitration to be conducted will be in accordance with the underlying written agreement providing for arbitration of the matter (if applicable), if specified. If not specified by the underlying written agreement (that is, the agreement is silent on this issue), then the matter will be conducted based on Written Submissions.

RULE NO. 11: RESPONSE AND COUNTERCLAIM

- A. The Respondent shall file a Response to the Demand for Arbitration (hereinafter "Response") at NAM's headquarters within 30 days of service of the Demand for Arbitration. The Response shall include a brief statement of the basis for Respondent's defenses to the claim including any counter or cross claims.
- B. Respondent shall also serve its Response upon the Claimant within 30 days of service of the Demand for Arbitration. Such service must be completed pursuant to Rule No. 13 below.
- C. Any party that receives a counter or cross claim may file and serve a Response to such counter and cross claim within 10 days of service of the counter or cross claim in the Response.
- D. If any party fails to respond to a Demand for Arbitration or counter or cross claim, that party will be deemed to have denied all claims, counter and cross claims asserted against him/her, although the party has thereby waived his/her right to assert other claims, including counter and cross claims, at the Arbitration by failing to respond.
- E. Amendments or additions to claims and counter and cross claims must be made upon mutual agreement of the parties or application to the Arbitrator(s), upon notice to the other party and will be permitted only upon a showing of good cause and no prejudice to the other party. The other party shall have an opportunity to oppose the application for such amendment or addition. However, the Arbitrator(s) shall make the final decision regarding amendments or additions to claims and counter and cross claims.

Rule No. 12: Emergency Relief

- A. In the event a party is in need of emergency relief prior to the appointment of an Arbitrator for a particular matter, the requesting party shall, in writing, notify NAM and all other parties to the matter of the relief being requested, the reason why the relief is being sought on an expedited basis, and why the requesting party is entitled to such relief (the "Request"). The Request may be sent to NAM and the other parties via e-mail, facsimile, overnight delivery or personal delivery. Proof of service on all other parties shall be included with the Request sent to NAM. If there are parties who were not notified, an explanation of the reason why they could not be notified, and the efforts made to notify such parties shall also be included.
- B. Upon receipt of the Request, NAM shall promptly appoint one (1) Emergency Arbitrator to rule on the Request. NAM will attempt to appoint the Emergency Arbitrator within 1 business day of receipt of the Request. The Emergency Arbitrator shall promptly disclose any issue that might affect his/her ability to be impartial or independent based upon the information disclosed in the Request.

- C. Any challenge to the appointment of the Emergency Arbitrator shall be made within 1 business day of NAM's notification to the parties of the appointment of the Emergency Arbitrator and the Emergency Arbitrator's disclosures, if any. NAM shall decide any such challenge, which decision will be final.
- D. The Emergency Arbitrator shall, within 2 business days after his/her appointment, or as soon thereafter as possible, establish a schedule for consideration of The Request. The schedule shall provide all parties with reasonable opportunity to be heard which may include the submission of written position papers, scheduling of telephone conference calls, videoconferences and/or in-person hearings/ oral argument.
- E. The requesting party should be able to demonstrate the following: (i) entitlement to the relief requested and (ii) that immediate and irreparable loss or damage will result unless the emergency relief as requested is granted.
- F. The Emergency Arbitrator shall render his/her decision and the reason therefore. The Emergency Arbitrator shall have the same level of authority and power as that of the appointed Arbitrator pursuant to the rules herein, in order to resolve all matters with respect to the Request.
- G. Any party seeking to modify the Emergency Arbitrator's decision may only do so if the modification is based upon a change in circumstances. Any such application shall be made to the Emergency Arbitrator unless an Arbitrator(s) has been appointed for the matter, in which case, any request related to the relief sought shall be determined by the appointed Arbitrator(s). Once an Arbitrator is appointed, the Emergency Arbitrator shall have no further power to act unless the parties agree otherwise, in writing.
- H. The Emergency Arbitrator shall have the discretion to condition any interim award of emergency relief on the provision of adequate security by the requesting party.
- I. A party's request for expedited relief to a judicial authority shall not be deemed incompatible with this rule or with the agreement to arbitrate or any waiver of the right to arbitrate.
- J. The requesting party shall bear the costs associated with the Request and such costs shall be paid by that party to NAM. The Emergency Arbitrator may address the apportionment of such costs (if any) between the parties. However, such determination will be subject to the decision of the appointed Arbitrator(s) of the apportionment of final costs between the parties, if any.

RULE NO. 13: SERVICE OF DOCUMENTS; TIME LIMITS

- A. At least ten (10) days before the hearing date, the parties shall submit a pre-hearing memorandum including the following elements: (a) a statement of facts; (b) a statement of each claim being asserted (including relevant statutes and case law) and (c) a statement of the evidence to be presented, including live witness testimony (and the amount of time anticipated for such testimony). At least ten (10) days before the hearing date, together with the pre-hearing memorandum, each party shall send a list of documents to be submitted and witnesses to be presented at the time of the hearing, together with a copy of any listed document. Any document not sent in accordance with this Rule No. 13 or any witness not so identified, except those required in rebuttal to any claim or

defense, may be excluded at the time of the hearing. Each party shall send the pre-hearing memorandum and all documents and lists of documents, etc., to all other parties and to the NAM Administrator. However, the NAM Administrator may elect to have the parties send such information directly to the Arbitrator(s) (in lieu of having the information sent to the NAM Administrator) by notifying the parties accordingly.

- B. At least five (5) days prior to the hearing, any party may deliver to the party proposing the report, record or document, a written demand that a witness or custodian be produced in person to testify at the hearing concerning such item and be subject to cross-examination. If there is an objection to such demand, the Arbitrator shall resolve the matter as he/she sees fit under the circumstances.
- C. Service of documents may be completed by any one of the following methods: delivery by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. The party must obtain a record of the sending thereof. Service by any of the aforementioned means is considered effective upon the date of deposit of the document. Documents shall be served to the last known address of the party or its representative for whom same are intended.
- D. In addition to the methods of service provided for in Rule No. 13(C), the NAM Administrator and the Arbitrator may also communicate with the parties and/or each other, and/or serve any document, by electronic fax transmission (fax), electronic mail (email) and U.S. mail.
- E. The time periods fixed under NAM's Rules shall begin to run on the next day after service is effected by one of the methods described in Rule No. 13 (C). Official holidays and non-business days are included in the calculation of the time period. However, if the last day of a time period is a holiday or non-business day in the country where the responding party is located, the time period shall expire on the next business day.
- F. The Arbitrator may require the parties to provide proof of service of the Arbitration Notice and Reply and/or proof of prior notice of any claim, remedy, counter or cross claim or affirmative defenses prior to or at the Arbitration. The Arbitrator may, in the absence of proof of service and/or prior notice to the other parties, preclude any party from asserting any claim, remedy, counter or cross claim or affirmative defenses at the Arbitration. The parties may agree, however, that the Arbitrator should consider such claim, remedy, counter or cross claim or affirmative defenses despite the lack of proof of service or lack of prior notice.

RULE NO. 14: COMMUNICATION BETWEEN PARTIES AND ARBITRATOR(S)

No party shall communicate directly with the Arbitrator(s) regarding any issue related to the Arbitration, until such time as the NAM Administrator or the Arbitrator(s) permits such direct communication. Until that time, all communications with the Arbitrator(s) must be directed to the NAM Administrator at NAM's headquarters at 990 Stewart Avenue, First Floor, Garden City, NY 11021; telephone # is 800-358-2550. Any necessary communication should be in plain written language, including but not limited to, a request for a conference, objection to a discovery request or question regarding the Arbitration hearing itself. The NAM Administrator will contact the Arbitrator as soon as practicable and inform the Arbitrator about the party's request to communicate. The Arbitrator shall have the authority and discretion to take any action the Arbitrator deems appropriate under the circumstances.

RULE NO. 15: LOCATION OF ARBITRATION

Subject to the provisions of the underlying contract/agreement, if applicable, or unless agreed upon in writing by the parties, the Arbitrator(s) or the NAM Administrator (if such decision is needed prior to the appointment of the Arbitrator(s)) shall determine the actual location of the hearing. The Arbitrator(s) may travel to any place necessary in order to conduct hearings, receive witness testimony, and inspect goods, property or documents. The out-of-pocket cost for such travel shall be borne by the parties.

RULE NO. 16: LANGUAGE OF THE ARBITRATION PROCESS

- A. Unless the parties have agreed otherwise, the Arbitration shall be conducted in English. If a party requests a language other than English and the other party objects to such a request, the Arbitrator(s) shall decide the language(s) of the Arbitration. The Arbitrator(s) shall consider the language of the contract and any other matter deemed appropriate. In the event any translation, interpreting or other services are requested as a result of a hearing which is to be held in a language other than English, expenses for such services will be borne by the party which requests them.
- B. In cases where there is a non-participating or defaulting party, the Arbitration proceeding shall be conducted in the language as agreed to by the participating parties, subject to the approval by the Arbitrator(s) or the NAM Administrator (if the Arbitrator(s) has yet to be appointed). The non-participating or defaulting party shall have no cause for complaint if communications to and from NAM and the Arbitration proceedings are conducted in a language approved by the Arbitrator(s) or the NAM Administrator.
- C. In the event that the parties previously agreed in writing that the Arbitration proceedings shall be conducted in more than one language, NAM shall administer the Arbitration proceedings in the agreed-upon languages, unless the parties agree subsequently in writing to the contrary or the Arbitrator(s) orders otherwise.
- D. If any document is presented in a language other than the language(s) agreed to by the parties or directed by the Arbitrator and no translation of such document is submitted by the party relying upon the document, the Arbitrator(s) or NAM (if the Arbitrator(s) has not been appointed) may order that party to submit a translation in a language to be determined by the Arbitrator(s) or NAM.
- E. A party to the Arbitration proceeding may request translation of documents or interpreters at any stage of the process. The requesting party shall bear the costs of the translation or interpreters.

RULE NO. 17: APPLICABLE RULES OF LAW

The Arbitrator(s) shall have broad discretion to rule upon all arbitrable issues under the applicable substantive law. In all cases, the Arbitrator(s) shall consider the provisions of the underlying contract/agreement, if applicable.

RULE NO. 18: DISCOVERY PROCEDURE

- A. The parties shall conduct discovery on a voluntary basis, the procedure of which shall be agreed to by the parties. Failing such agreement, the Arbitrator(s) shall have the power to order such discovery, by way of document production, interrogatory, deposition, or otherwise, as the Arbitrator(s) considers necessary for a full and fair exploration of the issues in dispute.
- B. When deciding upon the nature and extent of discovery, the Arbitrator(s) shall take into account the following factors:
 - i. The nature of the claim and counter-claim;
 - ii. The expedited nature of the Arbitration process;
 - iii. Relevancy of the discovery sought by a party and
 - iv. The cost of discovery must be commensurate with the amount of the claim and the request must not be unduly burdensome and expensive on the parties.

RULE NO. 19: INTERIM ORDER

At the request of either party, the Arbitrator(s) may issue an Interim Order regarding the subject matter of the dispute. The Arbitrator(s) may exercise his/her discretionary powers and order the apportionment of costs associated with applications for Interim Orders.

RULE NO. 20: NUMBER OF ARBITRATOR(S)

Subject to the provisions of the underlying contract/agreement, if applicable, or unless mutually agreed upon by all parties, one Arbitrator shall resolve all matters in which the Claimant seeks \$1 million or less. In all other matters, including those matters in which non-monetary relief is sought, the NAM Administrator shall have the sole discretion to determine whether a matter should be heard by one (1) or three (3) Arbitrator(s).

RULE NO. 21: PAYMENTS/DEPOSITS AS TO COSTS

- A. In accordance with the NAM fee schedule, fees are due and payable by the Claimant when a Demand for Arbitration is filed and by the Respondent when a Demand for Arbitration is responded to. In any event, all such fees must be paid before a hearing is scheduled.
- B. To the extent that additional Arbitrator time is required beyond that which was originally anticipated or if other circumstances arise whereby additional fees are incurred, NAM may direct the parties to make one or several advance, interim or final payments for the costs associated with the Arbitration process. Such deposits shall be made to NAM. The Arbitrator(s) shall not proceed with the Arbitration until receiving confirmation that all outstanding payments have been made to NAM by the parties.
- C. In the event that a party fails or refuses to provide any deposit as directed by NAM, NAM may direct the other party or parties to effect a substitute payment to allow the Arbitration to proceed

(subject to any Award for costs). In such circumstances, the party paying the substitute payment may be entitled to recover that amount from the defaulting party.

- D. Each party is responsible to pay the fees billed to them by NAM directly to NAM. If, as part of the award, the Arbitrator(s) awards the total cost of the Arbitration to one party or apportions such costs between the parties, such reimbursement is to be made between/among the parties after NAM has been paid in full and without the involvement of NAM.
- E. Failure by a Claimant or Respondent to provide prompt and full payment of the required deposit may be treated by NAM and the Arbitrator(s) as a cancellation of the claim or counterclaim.

RULE NO. 22: ARBITRATOR(S) SELECTION AND APPOINTMENT PROCESS

NAM shall appoint the Arbitrator(s) as promptly as possible.

With regard to Arbitrations based on Written Submissions, unless both parties agree otherwise or NAM determines in its discretion that another method for the selection of the Arbitrator(s) is appropriate for the case, the Arbitrator(s) shall be selected in the following manner:

- A. If the claim amount is for \$10,000 or less, the NAM Administrator shall appoint the Arbitrator(s).
- B. If the claim amount is in excess of \$10,000, the following procedures apply:
 - i. NAM shall forward to the parties identical lists containing at least three (3) names;
 - ii. After receipt of this list, each party may strike one (1) name from the list. The parties shall number the remaining names on the list in the order of their preference and return the list to the NAM Administrator within 15 days of service of the document;

With regard to In-Person/Oral Arbitration Hearings, unless both parties agree otherwise or NAM determines in its discretion that another method for the selection of the Arbitrator(s) is appropriate for the case, the parties shall select the Arbitrator(s) in the following manner:

- C. NAM shall forward to the parties identical lists containing at least five (5) names if a sole Arbitrator is to be appointed and eight (8) names if three Arbitrators are to be appointed;
- D. After receipt of this list, each party may strike two (2) names from the list. The parties shall number the remaining names on the list in the order of their preference and return the list to the NAM Administrator within 15 days of service of the document;

In either case, whether there is to be an Arbitration based on Written Submissions or an In-Person/Oral Arbitration Hearing, the following steps apply (unless the NAM Administrator is selecting the Arbitrator as noted in Rule No. 22A above):

- E. The NAM Administrator shall appoint the Arbitrator(s) from among the names remaining on the list and in accordance with the order of preference indicated by the parties;

- F. If, for any reason, the appointment cannot be made according to this procedure, the NAM Administrator may exercise his/her discretion in appointing the Arbitrator(s). In making the appointment, NAM shall secure the appointment of independent and impartial Arbitrator(s). No Arbitrator(s) shall act as an advocate for any party and no Arbitrator, whether before or after appointment, shall advise any party on the merits or outcome of the dispute.
- G. NAM has emphasized the importance of neutrality and impartiality in the Arbitration process to its Arbitrators. NAM may, in its sole discretion, disqualify an Arbitrator if circumstances exist that create a conflict of interest or cause the Arbitrator to be unfair or biased, unless the parties agree to permit the Arbitrator to preside over the matter. Examples of such circumstances include:
- i. the Arbitrator has a personal bias or prejudice concerning a party or has personal knowledge of disputed facts;
 - ii. the Arbitrator has served as an attorney to any party;
 - iii. the Arbitrator is a material witness regarding the dispute or the Arbitrator or a member of the Arbitrator's family has a direct financial interest in the outcome of the case;
 - iv. the Arbitrator or a member of the Arbitrator's family is a party to the case or is appearing as a representative for one of the parties to the case.
- H. An Arbitrator shall disclose immediately to NAM circumstances that create a conflict of interest or that may cause the Arbitrator to be biased or unfair. If the Arbitrator is disqualified, the parties shall select a new Arbitrator in the manner described in paragraphs (A) through (D) above.

RULE NO. 23: CHALLENGE OF ARBITRATOR(S)

- A. A party may challenge the nomination of an Arbitrator if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence. Such a challenge shall be made by written submission to the NAM Administrator, specifying the facts and circumstances on which the challenge is based.
- B. As set forth in Rule No. 22(H), the Arbitrator(s) has a duty to disclose immediately to NAM circumstances that create a conflict of interest or that may cause an Arbitrator to be unfair or biased. Notwithstanding the foregoing, the parties and their Representatives have a duty to perform conflict checks upon the nominated Arbitrator(s) and to communicate any potential conflicts of interest between the parties and/or their Representatives and the Arbitrator(s) to the NAM Administrator as soon as they are discovered. The parties and their Representatives are requested to make inquiries of their officers, directors, agents, trustees, witnesses, immediate and extended families and the attorneys in their respective practices/firms to ascertain any potential conflicts or associations concerning the Arbitrator(s) and to disclose any such information as soon as it is discovered. The parties and their Representatives and the Arbitrator(s) understand and agree that NAM shall make no efforts to investigate potential conflicts of interest until such conflicts are disclosed by the parties, their Representatives or the Arbitrator(s) to NAM. The burden is upon the parties and their Representatives to notify the NAM Administrator of any potential conflict or association or potential for same, that will or may affect the Arbitrator's ability to be impartial in the case.

- C. A party who intends to challenge an Arbitrator shall send notice of the challenge to NAM and the other parties within 15 days after the appointment of the challenged Arbitrator or from the date the alleged circumstances giving rise to the challenge first becomes known to that party, whichever is first.
- D. If one party has challenged an Arbitrator, the other parties may agree to the challenge. The Arbitrator may also agree to withdraw from the case. In neither case does this imply acceptance of the validity of the grounds for the challenge. In all cases the procedure for the replacement of the Arbitrator set forth in Rule No. 24 shall be followed.
- E. If the other parties do not agree to the challenge and the challenged Arbitrator does not withdraw, then NAM shall decide on the admissibility and merits of the challenge. NAM shall provide an opportunity for the Arbitrator concerned, the other party or parties and any of the other Arbitrator(s) to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the Arbitrator(s). Absent fraud or misrepresentation by the Arbitrator, the parties shall be responsible to pay any fees or expenses incurred by NAM and/or the Arbitrator prior to the challenge.

RULE NO. 24: REPLACEMENT OF ARBITRATOR(S)

- A. An Arbitrator shall be replaced under the following circumstances:
 - i. his/her death;
 - ii. the acceptance by the NAM Administrator of the Arbitrator's resignation;
 - iii. the acceptance by the NAM Administrator of a challenge by one of the parties, or
 - iv. upon the request of all the parties.
- B. The NAM Administrator may, in his/her sole discretion, replace an Arbitrator by his/her own initiative if he/she decides that the Arbitrator is prevented de jure or de facto from fulfilling his or her functions, or that the Arbitrator is not fulfilling his or her functions in accordance with NAM's Rules or within the prescribed time limits.
- C. If an Arbitrator is to be replaced, the NAM Administrator, in his/her sole discretion, can decide whether or not to follow the original nominating process in naming the new Arbitrator. Once the nomination process is complete, the Arbitrator(s) shall determine if and to what extent prior proceedings shall be repeated before the new Arbitrator(s).
- D. Prior to the closing of the proceedings, instead of replacing an Arbitrator who has died or has been removed by NAM pursuant to these Rules, NAM may decide that the remaining Arbitrator(s) (if there was a Three-Arbitrator panel deciding the case) shall continue the Arbitration. In making its determination, NAM shall consider the views of the remaining Arbitrator(s) and of the parties and such other matters that it considers appropriate.

RULE NO. 25: PRESIDING CHAIRPERSON FOR A THREE-ARBITRATOR PANEL

If the parties request a Three-Arbitrator panel, one of the panel members shall be elected to chair the Arbitration. The Arbitrator(s) shall elect a presiding Chairperson within five (5) days after the panel has been

notified of their appointment. If the appointed Arbitrators are unable to agree on such a choice within the time frame allowed, the NAM Administrator shall make such selection.

RULE NO. 26: CONSOLIDATION

- A. **Claims.** The Arbitrator shall have the power to hear as many claims as the Parties may have against one another consistent with these Rules. The Arbitrator may hear additional claims that were not mentioned in the Arbitration Request Form, provided the Party adding claims notifies the other Party at least thirty (30) calendar days prior to a scheduled Arbitration, the additional claims are timely as of the date on which they were added, and the other Party is not prejudiced in its defense by such addition.
- B. **Parties.** The Arbitrator shall not consolidate claims of different Parties into one proceeding unless NAM allows such consolidation in accordance with Rule 26 (C) immediately following.
- C. **Class Actions.** A class action involves an Arbitration or lawsuit where representative members of a large group (or “class”) claim to share a common interest and seek relief on behalf of the group (or “class”). It is NAM’s policy to administer class action Arbitrations if the underlying Arbitration agreement allows for the submission of class actions to Arbitration. If the Arbitration agreement is silent with respect to class actions, consolidation or joinder of claims, NAM will **not** administrate the case as such, unless the parties agree to same and authorize NAM, in writing, to do so. NAM will **not** administer a class action Arbitration if prohibited by: (1) the underlying Arbitration agreement, (2) court order or (3) applicable law, **unless** a court orders the matter to Arbitration as a class action.

RULE NO. 27: ARBITRATION BASED ON WRITTEN SUBMISSIONS

Subject to the provisions of the underlying contract/agreement, if applicable, or if agreed upon in writing by the parties or if requested by a party and the other party (ies) does (do) not respond within the time frame specified by NAM’s Rules for submitting a reply, and the underlying contract/agreement is silent on this issue, the Arbitrator(s) may decide the dispute based on the written submissions of the parties (Refer to Rule No. 10C for additional clarification). In such a case, the Arbitrator(s) shall not entertain oral testimony or arguments. The written submissions shall include, but not be limited to, the legal memorandum, position papers, case law, deposition transcripts, witness statements, expert reports, photographs, bills, receipts, invoices, records or any other relevant written documentary evidence. All written submissions and documentary evidence must be filed with the NAM Administrator and served upon all parties prior to the Arbitration on a date fixed by the NAM Administrator or the Arbitrator(s). Any such submission not received within the specified time frame may be excluded by the Arbitrator(s). To the extent a date is not fixed by the NAM Administrator or the Arbitrator(s), such date for receipt of documents by the parties and to the NAM Administrator is to be no less than ten (10) days before the hearing date. However, the NAM Administrator may elect to have the parties send such information directly to the Arbitrator(s) (in lieu of having the information sent to the NAM Administrator) by notifying the parties accordingly.

RULE NO. 28: IN-PERSON/ORAL ARBITRATION HEARING

Subject to the provisions of the underlying contract/agreement, if applicable, or if agreed upon in writing by the parties, the Arbitrator(s) may decide the dispute at an In-Person/Oral Arbitration Hearing.

The Arbitrator shall conduct the Arbitration Hearings as follows:

- A. The NAM Administrator or the Arbitrator(s) shall fix the date, time and physical location of any meetings, conferences or hearings and shall give the parties reasonable notice thereof.
- B. Arbitrations are binding upon the parties (with limited exception per Rule No. 36). Parties have an opportunity to present their case in a manner similar to a non-jury trial in the public court system. The Arbitrator(s) will conduct the Arbitration hearing in the manner set forth in these rules. However, an Arbitrator has the discretion to vary these procedures if it is reasonable and appropriate to do so.
- C. The Arbitrator(s) will rule upon the admissibility of evidence and will be guided by the Federal Rules of Evidence. However, strict conformity to the Federal Rules of Evidence is not required. The Arbitrator(s) will consider evidence that the Arbitrator(s) deems relevant and material to the dispute and will accord such weight to the evidence as the Arbitrator(s) deems appropriate.
- D. The Arbitrator(s) shall have the authority to make rulings on motions.
- E. If any of the parties, although duly summoned, fails to appear without valid excuse, the Arbitrator(s) shall have the power to proceed with the hearing despite that party's absence.
- F. The Arbitrator(s) may require witnesses in a party's employ or control to testify under oath if requested to do so by the other party. The Arbitrator(s) may limit testimony or exclude witnesses or evidence that the Arbitrator(s) considers immaterial or unduly repetitive.
- G. The Arbitrator(s) may issue subpoenas for the attendance of witnesses or the production of documents and the parties agree to abide by such.
- H. The Arbitrator(s) will accept and consider witnesses' deposition testimony provided that the other party(ies) had the opportunity to attend the deposition and cross-examine the witness. In the event the other party(ies) does(do) not have the opportunity to attend the deposition(s) and cross-examine the witness(es), the Arbitrator(s) may exclude such witnesses' deposition testimony. The Arbitrator(s) may consider witness affidavits, but will give that evidence only such weight as the Arbitrator(s) deems appropriate.
- I. The In-Person/Oral Arbitration Hearing will conclude only after all parties have had an opportunity to present all relevant and material evidence and witness testimony to the Arbitrator(s).
- J. All meetings and hearings shall be in private unless the parties agree otherwise in writing or if the Arbitrator(s) directs otherwise.
- K. The Arbitrator(s) shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Except with the approval of the Arbitrator(s) and the parties, persons not involved in the proceedings shall not be admitted.
- L. In all cases, the Arbitrator(s) shall act fairly and impartially and ensure that each party has a reasonable opportunity to present his/her case.

- M. At the conclusion of the Arbitration, the Arbitrator(s) may require the parties to submit post-hearing briefs, including legal memorandum, prior to issuing a decision regarding the case. The Arbitrator(s), with the assistance of the parties, will determine the schedule for the submission of post-hearing briefs.

RULE NO. 29: PRE-HEARING CONFERENCE

The Arbitrator(s) may conduct a telephone conference call twenty (20) days after NAM has appointed the Arbitrator(s). The Arbitrator(s) may discuss some or all of the following matters with the parties at the Pre-Hearing Conference:

- A. the scheduling and completion of discovery;
- B. the laws, rules of evidence and burdens of proof that the Arbitrator(s) will apply at the hearing;
- C. the scheduling and procedure of the Arbitration;
- D. the approximate duration of the Arbitration;
- E. the physical location of the Arbitration;
- F. possible expenses of the Arbitrator(s) (such as travel costs, accommodations, etc.);
- G. the need for translators;
- H. the timing and filing of any documents the Arbitrator(s) considers necessary;
- I. the filing of pre-hearing briefs;
- J. the filing of stipulations of uncontested facts;
- K. the filing of witness lists;
- L. the identity of the Presiding Chairperson;
- M. any other matters that the Arbitrator(s) considers necessary.

RULE NO. 30: NON-PARTICIPATING OR DEFAULTING PARTIES

- A. If the Respondent fails to file a Response to the Demand for Arbitration with NAM, or if any party fails to file and serve written submissions by the date fixed by the Arbitrator where the Arbitration is based on Written Submissions, or when a party fails to appear at an In-Person/Oral Arbitration Hearing after receiving due notice thereof, then the Arbitrator(s) may conduct the Arbitration in that party's absence.
- B. The Arbitrator(s) shall not base the Award solely on the failure of the defaulting party to comply in the above circumstances. The Arbitrator(s) shall require the submitting or attending party to present

such evidence as the Arbitrator(s) deems necessary for the making of the Award and the Claimant must demonstrate that the Respondents were properly served with the Arbitration Notice.

RULE NO. 31: WITNESSES AND EXPERT WITNESSES

- A. For In-Person/Oral Arbitration Hearings, the NAM Administrator or the Arbitrator(s) shall give the parties adequate advance notice of the date, time and place thereof.
- B. For In-Person/Oral Arbitration Hearings, if witnesses are to testify, at least 10 days before the hearing, each party shall communicate to the Arbitrator(s) and to the other party the names and addresses of the witnesses that will testify, the subject of the testimony and the languages in which such witnesses will testify.
- C. For In Person/Oral Arbitration Hearings, the parties shall make arrangements for the translation of oral testimony and for a transcription of the hearing if either is deemed necessary by the NAM Administrator, the Arbitrator(s) or if the parties have agreed thereto and have communicated such agreement to the NAM Administrator and the Arbitrator(s) at least 15 days before the hearing date. If the parties are unable to agree upon the arrangement for the translation of oral testimony or the transcription of the hearing, or if the parties request, NAM or the Arbitrator(s) may assist the parties in arranging for the translation and transcription.
- D. For In-Person/Oral Arbitration Hearings, the Arbitrator(s) may determine the order and manner in which witnesses testify at the hearing. The Arbitrator(s) may permit a party to present the testimony of a witness in written form, either as a signed statement, sworn affidavit or properly notarized deposition transcript.
- E. For In-Person/Oral Arbitration Hearings, the Arbitrator(s) shall determine the admissibility, relevance, materiality and weight of the evidence offered. The Arbitrator(s) also shall determine the time, manner and form in which such materials should be exchanged between the parties and presented to the Arbitrator(s). The Arbitrator(s) may, in his/her discretion, allow, refuse, or limit the appearance of witnesses (whether fact witness or expert witness) or the submission of documentary evidence.

RULE NO. 32: SETTLEMENT OR OTHER REASONS FOR TERMINATION

- A. If the parties agree on a settlement of the dispute before the Arbitrator(s) renders an award, the Arbitrator(s) shall either issue an order for the termination of the Arbitration proceedings or, if requested by both parties, indicate that a settlement has been reached. In the event of a settlement, the Arbitrator(s) may provide the parties with a settlement contract indicating the agreed upon terms. In the event of a settlement, the Arbitrator(s) is not obligated to give reasons for such a settlement.
- B. If, before the Arbitrator(s) renders an Award, the continuation of the Arbitration proceeding becomes unnecessary or impossible for any reason not mentioned in paragraph A, the Arbitrator(s) shall issue an order for the termination of the proceedings.

Copies of the order for termination of the Arbitration proceedings or of the settlement contract on agreed-upon terms shall be signed by the Arbitrator(s) and forwarded to the NAM Administrator and to the parties.

RULE NO. 33: CLOSURE OF HEARING AND TIME LIMITS FOR THE AWARD

The Arbitrator(s) will communicate with the NAM Administrator as to the status of the Arbitration. The Arbitrator(s) will attempt to render the final Award within thirty (30) days from the date the Arbitration is declared closed by the Arbitrator(s). Upon request from the Arbitrator(s), the NAM Administrator may extend this time limit if it becomes necessary to do so.

RULE NO. 34: DRAFTING OF THE AWARD

- A. The Award shall be made in writing and shall be final and binding on the parties (with limited exception per Rule No. 36). The parties undertake to carry out the Award without delay.
- B. The Arbitrator(s) may award the total costs of the Arbitration to one party or may apportion such costs between the parties if the Arbitrator(s) determines that apportionment is appropriate.
- C. The Arbitrator(s) may award the cost of legal representation to one party or may apportion such costs between the parties if the Arbitrator(s) determines that apportionment is appropriate.
- D. Any award of interest made by the Arbitrator is to be governed by the laws of the applicable jurisdiction.
- E. The obligation of the party[ies] as stated in the Award shall be binding upon each such party, his/her heirs or its successors or those who are its assigns.
- F. The Arbitrator(s) shall sign an Award and it shall contain the date on which the Award was rendered. Where there are three Arbitrator(s) and one of them fails to sign, the Award shall state the reason for the absence of the signature.
- G. Copies of the Award signed by the Arbitrator(s) shall be forwarded to the NAM Administrator by the Arbitrator(s). The NAM Administrator shall forward copies of the decision to all parties once all outstanding fees are paid.
- H. If the Arbitration law of the country where the Award is made requires the Arbitrator(s) to file or register the Award, the Arbitrator(s) shall comply with this requirement within the period of time required by law. In such event, a fee for such service will be determined by the NAM Administrator at his/her sole discretion at the time such services are requested.
- I. Parties to these Rules and Procedures shall be deemed to have consented that judgment upon the Arbitration award may be entered in any federal or state court or any other court having jurisdiction thereof.
- J. In addition to making a final Award, the Arbitrator(s) shall be entitled to render interim, interlocutory, or partial Awards.
- K. For Arbitration Hearings before a Tri-panel of Arbitrators, an Award must be made by a majority of the Arbitrator(s). If no majority exists or if the Arbitrator(s) so authorize, the Chairperson Arbitrator may decide an issue on his/her own.

RULE NO. 35: CORRECTION OF THE AWARD

Within 15 days after the receipt of the Award, either party, with notice to the other party, may request the Arbitrator(s) to correct the Award regarding any clerical, typographical or mathematical error in the computation of the Award. The Arbitrator(s) may make such corrections on his/her own initiative within 30 days after rendering the Award. Such correction shall form part of the Award and shall be in writing. Arbitrator(s) may charge no additional fees for correction or completion of the Award.

RULE NO. 36: APPEALS PROCESS

If the parties mutually agree in writing to provide for an appeal process with respect to the arbitration, such appeal would then be subject to NAM's Appellate Dispute Resolution Rules and Procedures (available at www.namadr.com). For more information, please contact NAM at 800-358-2550 Appeals Department.

MEDIATIONS

RULE NO. 37: COMMENCEMENT OF MEDIATION PROCEEDINGS

In the case of Mediation, Parties shall initiate Mediation as follows:

- A. The party initiating the Mediation process may send the other party, through NAM, a Request for Mediation, pursuant to these Rules. The request should briefly identify the subject of the dispute with the parties' contact information, such as the parties' and their representatives' names, addresses, telephone and fax numbers.
- B. Mediation proceedings are deemed commenced when the other party accepts the request to mediate. If the acceptance is given orally, the parties must confirm the agreement to mediate in writing on the Request for Mediation form or another form supplied by NAM. Such written form shall be forwarded to NAM and the other parties.
- C. If the other party rejects the request to mediate, there will be no Mediation proceedings.
- D. If the initiating party does not receive a response within such other period as specified in the request form, the initiating party may elect to treat this lack of response as a rejection of the invitation and may inform the other party accordingly.

RULE NO. 38: NUMBER OF MEDIATOR(S)

Unless the parties agree otherwise, one Mediator shall preside over the Mediation proceedings. When more than one Mediator presides over a Mediation, they shall act jointly.

RULE NO. 39: APPOINTMENT OF MEDIATOR(S)

- A. Once the parties agree to mediate, NAM shall forward a list of 5 suggested Mediators to the parties' for their consideration. The parties are then requested to contact one another to mutually select the Mediator to hear this matter.
- B. The parties may also request that the NAM Administrator directly appoint one or more Mediators.

RULE NO. 40: SUBMISSION OF STATEMENTS TO MEDIATOR

- A. The submission of a brief written statement by each party describing the general nature of their dispute and the points at issue may be made (a) at the request of the Mediator or (b) by the parties of their own choice.

- B. The Mediator may request each party to submit a further written statement of the party's position and the facts and legal arguments in support thereof. The parties may supplement this statement with documents or other evidence that they deem appropriate to their position.
- C. At any stage of the Mediation proceedings, the Mediator may request a party to submit such additional information as the Mediator deems appropriate.

RULE NO. 41: REPRESENTATION AND ASSISTANCE

The parties may be represented or assisted by persons of their choice. The parties shall communicate the names and addresses of such persons to the Mediator and all other parties, including the NAM Administrator. Such communications are made to specify whether the appointments are made for the purposes of representation or assistance.

RULE NO. 42: ROLE OF THE MEDIATOR

- A. The Mediator's role is to assist the parties to reach an amicable resolution to their dispute. The Mediator is to preside over the Mediation in an independent and impartial manner.
- B. The Mediator will be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usage's of the trade at issue, the circumstances surrounding the dispute, including any previous business practices between the parties.
- C. The Mediator may conduct the Mediation proceedings in any manner that he or she deems appropriate, taking into account the circumstances of the case, the requests of the parties and the need for a speedy settlement of the dispute.
- D. The Mediator may, at any stage of the Mediation proceedings, make proposals for the settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons for the proposal.
- E. The Mediator must disclose any conflicts, potential or otherwise, including any financial or personal interest in the dispute or any event that may create an actual bias or a strong appearance of bias. The NAM Administrator immediately shall advise the parties of a potential conflict of interest and the parties shall have the opportunity to submit comments regarding whether the Mediator shall continue to serve. If the parties are unable to agree on whether the Mediator shall continue service, the final decision as to the Mediator's continued service shall be made by the NAM Administrator.
- F. The parties and their Representatives have a duty to perform conflict checks upon the nominated Mediator and to communicate any potential conflicts of interest between the parties and/or their Representatives and the Mediator to the NAM Administrator as soon as they are discovered. The parties and their Representatives are requested to make inquiries of their officers, directors, agents, trustees, witnesses, immediate and extended families and the attorneys in their respective practices/firms to ascertain any potential conflicts or associations concerning the Mediator and to disclose any such information as soon as it is discovered. The parties and their Representatives and

the Mediator understand and agree that NAM shall make no efforts to investigate potential conflicts of interest until such conflicts are disclosed by the parties, their Representatives or by the Mediator to NAM. The burden is upon the parties and their Representatives to notify the NAM Administrator of any potential conflict or association or potential for same, that will or may affect the Mediator's ability to be impartial in the case.

RULE NO. 43: COMMUNICATION BETWEEN THE MEDIATOR AND PARTIES

- A. The Mediator may invite the parties to meet with the Mediator or may continue to communicate with them orally or in writing. The Mediator may meet or communicate with the parties together or separately.
- B. Unless the parties have agreed upon the place where the meetings will be held, the Mediator or the NAM Administrator shall select the location of the meetings, taking into account the requests of the parties.

RULE NO. 44: DISCLOSURE OF INFORMATION

The Mediator may disclose any factual information received from one party to the other party, unless the party providing the information requests that the Mediator keep the information confidential. The purpose of disclosing the factual information is to permit the other party to respond and present explanations regarding the information submitted to the Mediator.

RULE NO. 45: COOPERATION OF PARTIES WITH THE MEDIATOR

The parties will cooperate in good faith and will endeavor to comply with the Mediator's requests to submit written materials, provide evidence and attend meetings.

RULE NO. 46: SUGGESTIONS BY THE PARTIES FOR SETTLEMENT OF THE DISPUTE

Each party may submit suggestions for the settlement of the dispute on its own initiative or at the request of the Mediator.

RULE NO. 47: SETTLEMENT AGREEMENT

- A. If a settlement appears likely, the Mediator may formulate the terms of a possible settlement agreement and submit the terms to the parties for their consideration. If necessary, the Mediator may reformulate the terms of settlement based upon the parties' recommendations and mutual agreement.
- B. If the parties reach an agreement on the settlement of the dispute, the parties shall prepare a written settlement agreement setting forth the terms thereof. If requested by the parties, the Mediator may draft or assist the parties in drafting the settlement agreement.

- C. By signing the settlement agreement, the parties agree to be bound by the terms thereof and to conclude the dispute.
- D. Fully executed copies of the settlement agreement shall be filed with the NAM Administrator and forwarded to all parties.

RULE NO. 48: TERMINATION OF MEDIATION PROCEEDINGS

The Mediation proceedings shall be terminated by one of the following:

- A. A settlement agreement executed by the parties;
- B. A written declaration by the Mediator stating that, after consultation with the parties, further efforts at Mediation are no longer justified;
- C. A written declaration by all parties addressed to the NAM Administrator stating that the Mediation proceedings are terminated;
- D. A written declaration between the parties and the Mediator, if appointed, stating that the Mediation is terminated.

RULE NO. 49: JUDICIAL OR ARBITRAL PROCEEDINGS

The parties agree not to initiate any judicial or arbitral proceedings regarding a dispute that is the subject of the Mediation proceedings until the Mediation is terminated, unless a party must initiate a judicial or arbitral proceeding to preserve its rights.

RULE NO. 50: COSTS

The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment or unless the NAM fee schedule for a particular type of case specifies otherwise. All other expenses incurred by an individual party shall be borne by that party.

RULE NO. 51: PAYMENTS/DEPOSITS AS TO COSTS

- A. In accordance with the NAM fee schedule, fees are due and payable by the Claimant when a request for Mediation is filed and by the Respondent when a request for Mediation is responded to. In any event, all such fees must be paid before a conference is scheduled.
- B. To the extent that additional Mediator time is required beyond that which was originally anticipated or if other circumstances arise whereby additional fees are incurred, NAM may direct the parties to make one or several advance, interim or final payments for the costs associated with the Mediation process. Such deposits shall be made to NAM. The Mediator(s) shall not proceed with the

Mediation until receiving confirmation that all outstanding payments have been made to NAM by the parties.

- C. If the parties fail to pay in full the deposits after being requested to do so, the NAM Administrator may have the Mediator suspend the Mediation proceedings or issue a written declaration of termination to the parties, effective on the date of termination.
- D. Upon termination of the Mediation proceedings, the NAM Administrator shall render an accounting to the parties of the costs incurred and the deposits received and return any unexpended balance to the parties or bill any outstanding costs accordingly.

RULE NO. 52: ROLE OF THE MEDIATOR IN OTHER PROCEEDINGS

The parties and the Mediator agree that the Mediator shall not act as an Arbitrator or as a Representative or counsel to a party in any subsequent arbitral or judicial proceedings regarding the dispute that is the subject of the Mediation proceeding. The parties also agree that they will not present the Mediator as a witness in any subsequent proceedings.

RULE NO. 53: ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

The parties agree not to rely upon or introduce as evidence in any subsequent arbitral or judicial proceeding, any of the following:

- A. Views expressed or suggestions made by the other party regarding the possible settlement of a dispute;
- B. Admissions made by the other party during the course of the Mediation;
- C. Proposals made by the Mediator;
- D. The fact that the other party indicated a willingness to accept a proposal for settlement made by the Mediator.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	MOTION TO RECONSIDER MOTION
	)	TO COMPEL ARBITRATION
v.	)	
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.	)	

Defendants hereby move pursuant to Rule 59(e) of the *South Carolina Rules of Civil Procedure* for an order altering or amending the Order of the Honorable R. Scott Sprouse denying their Motion to Compel Arbitration, which was filed on September 6, 2024, and argued before the Court on September 19, 2024. The Order was signed and filed on September 23, 2024.

FACTUAL BACKGROUND

On September 22, 2023, Plaintiffs filed their Summons and Complaint, which alleges that on June 29, 2023, they entered into a self-storage rental agreement (hereinafter “Agreement”) with Defendants to occupy a self-storage unit designated at “Space #L25.” *Summons and Complaint* ¶ 11. They allege they were unable to access Space #L25 and, after seeking help from an employee, were instructed to store their belongings in Space #L24. *Summons and Complaint* ¶¶ 13-14. They allege that on July 24, 2023, Defendants listed Plaintiffs’ storage unit for sale on an auction website and that the unit was purchased at auction on or about July 31, 2023. *Summons and Complaint* ¶¶ 19-20. Plaintiffs’ Summons and Complaint alleges causes of action

against Defendants for Breach of Contract, Conversion, Negligent Misrepresentation, and Violation of the South Carolina Unfair Trade Practices Act. *Summons and Complaint* ¶¶ 24-49.

Plaintiffs alleged that the Agreement entered into between the parties on June 29, 2023, was a binding and valid contract. *Summons and Complaint* ¶ 25. Defendants admitted the same in their Answer, which was filed in a timely manner on October 23, 2023. *Answer* ¶ 12.

Incorporated in the Agreement between the parties was the following arbitration agreement:

ARBITRATION: In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Lease, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found at www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Lease and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this provision concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this provision and Agreement. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

Self-Storage Rental Agreement with Self-Storage Lien, pg. 8, ¶ 31 (Exhibit 1).

Plaintiff Arlene Garipey electronically signed the Agreement underneath a bold, all caps statement which states: **“I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS OF THIS LEASE.”** *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 9.

On September 23, 2024, the Court denied Defendants’ Motion to Compel Arbitration, based on the determination that “the parties have conducted significant discovery and a substantial length of time has transpired between the commencement of the action and the commencement of the Motion to Compel Arbitration, which has resulted in prejudice to the Plaintiff.” Defendants now submit this timely Motion to Reconsider.

STANDARD OF REVIEW

Rule 59(e) authorizes a party to bring before the court a motion for reconsideration. 59(e), *SCRCP*. A “great number of . . . cases in South Carolina . . . have emphasized the importance and absolute necessity of ensuring all issues and arguments are presented to the lower court for its consideration.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 23, 602 S.E.2d 772, 780 (2004). Therefore, it is proper for a party to request the court to reconsider issues already ruled upon to ensure the court does not innocently fail to consider the issue in its entirety. *Elam*, 361 S.C. at 24.

LEGAL ARGUMENT

- 1. The Court denied the Motion to Compel Arbitration based on South Carolina law, which is inapplicable to an arbitration agreement governed by the Federal Arbitration Agreement.**

The Court’s Form 4 Order denying Defendants’ Motion to Compel Arbitration cited *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 125 (Ct. App. 2007). Pursuant to both

South Carolina and Federal case law, state law is supplanted by Federal law when the Federal Arbitration Act (“FAA”) applies. “While this policy favoring the arbitration of disputes is also well established in South Carolina law ... this state law is supplanted by federal substantive law with respect to disputes to which the Federal Arbitration Act is applicable.” *Trident Technical College v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 103-104, 333 S.E.2d 781, 785 (1985). “[9 USCS § 2] is a declaration of national law equally applicable in state or federal courts.” *Robert Lawrence Co. v. Devonshire Fabrics, Inc.*, 271 f.2D 402, 407 (2nd Cir. 1959).

There is no doubt that this action meets the jurisdictional requirements of the FAA. “A written provision in any maritime transaction or **a contract evidencing a transaction involving commerce** to settle by arbitration a controversy thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract...” 9 USCS § 2 (*emphasis added*). There can be no dispute that the Agreement involved interstate commerce. Plaintiffs, residents of the state of Florida, drove to South Carolina, entered into an agreement to store their personal property with Defendants in exchange for monetary value, and then went back to Florida. Further, the agreement itself, which Plaintiffs agreed to and have alleged is a valid, binding contract, states it will be governed by the FAA. *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31 (*Exhibit 1*).

Plaintiffs and Defendants engaged in interstate commerce pursuant to the Agreement, whether they intended to or not, and, therefore, the FAA applies to this matter. “(T)he FAA ‘created a body of federal substantive law,’ which was ‘applicable in state and federal courts.’ ... [in *Southland Corp.*] we rejected the view that state law could bar enforcement of [§ 2 of the FAA], even in the context of state-law claims brought in state court.” *Buckeye Check Cashing*,

Inc. v. Cardegna, 546 U.S. 440, 445 (2006) (quoting *Southland Corp. v. Keating*, 465 U.S. 1 (1984)).

2. Defendants’ right to arbitration has not been waived under Federal law.

A party may lose its right to compel arbitration under a valid agreement if it is in default. 9 USCS § 3. “Default in this context resembles waiver, but, due to the strong federal policy favoring arbitration, courts have limited the circumstances that can result in statutory default.” *Forrester v. Penn Lyon Homes, Inc.*, 553 F.3d 340, 342 (4th Cir. 2009). Default is not constituted by failing to assert arbitration as an affirmative defense or delay and participation in litigation. *Id.* at 343. A party may default if it “so substantially utilizes the litigation machinery that to subsequently permit arbitration would prejudice the party opposing the stay.” *Id.* The party opposing arbitration has a “heavy burden” of showing default. *Id.*

Delay and participation in litigation proceedings, without more, will not establish a waiver of the right to arbitration. *MicroStrategy, Inc. v. Lauricia*, 268 F.3d 244, 249 (4th Cir. 2001). “The dispositive determination is whether the opposing party has suffered actual prejudice.” *Rota-McLarty v. Santander Consumer USA, Inc.*, 700 F.3d 690, 702 (4th Cir. 2012). There is no particular time frame which will result in a finding of prejudice and, instead, it is determined contextually on a case-by-case basis. *Kramer v. Hammond*, 943 F.2d 176 (2nd Cir. 1991).

In the instant case, the parties have engaged in written discovery and depositions. Plaintiffs served written discovery requests on Defendants on October 7, 2023, November 16, 2023, December 1, 2023, February 18, 2024, July 12, 2024, and July 30, 2024. To date, Defendants have served only one set of written discovery requests on Plaintiffs, served on October 23, 2023. Five depositions have been taken in this case, three noticed by Plaintiffs and

two noticed by Defendants. Obviously, there are expenses associated with conducting discovery. However, the expenses incurred by Plaintiffs cannot be considered prejudicial. “Although incurring significant expense as a result of extended litigation can be part of actual prejudice, such cases usually involve resources expended specifically in response to motions filed by the party who later seeks arbitration.” *Rota-McLarty v. Santander Consumer USA, Inc.*, 700 F.3d at 703. The only motions filed by either party are Plaintiff’s Motion to Compel Discovery Responses, which was filed on August 19, 2024, and has yet to be heard, and Defendant’s Motion to Compel Arbitration, which was filed on September 6, 2024, and is the subject of this Motion to Reconsider.

In *Fraser v. Merrill Lynch Pierce, Fenner & Smith, Inc.*, the 4th Circuit Court of Appeals held that the Merrill Lynch had waived its right to arbitration based on the fact that it had filed three motions to dismiss as well as a motion for partial summary judgment, which was granted in part, resulting in a partial adjudication on the merits prior to Merrill Lynch’s demand for arbitration. *Fraser v. Merrill Lynch Pierce, Fenner & Smith, Inc.*, 817 F.2d 250, 252 (4th Cir. 1987). Similarly, in *Forrester v. Penn Lyon Homes, Inc.*, the 4th Circuit found actual prejudice through the use of the litigation process when the party seeking to compel arbitration waited until the eve of trial to file its motion to compel arbitration and the parties had engaged in pretrial preparations, multiple depositions, a motion for summary judgment, motions in limine, and had submitted a number of pretrial filings. *Forrester v. Penn Lyon Homes, Inc.*, 553 F.3d 340, 343 (4th Cir. 2009).

These cases are easily distinguishable from the instant case. In *Fraser* and *Forrester*, the parties demanding arbitration had availed themselves to the court’s assistance multiple times throughout litigation. Additionally, they had tested the strengths of their cases by filing motions

to dismiss and motions for summary judgment resulting in adjudications on the merits of the cases. In this case, the only motions filed by Defendants are the Motion to Compel Arbitration and this Motion to Reconsider. It cannot be said that Defendants have “so substantially utilized the litigation machinery.”

Further, the parties themselves agreed to the time period in which arbitration may be sought in the Agreement. “The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first.” *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31 (*Exhibit 1*). The parties bargained for a mutual limitation on the right to seek arbitration. Plaintiffs have brought a breach of contract cause of action against Defendants. The statute of limitations for a breach of contract claim is three years in South Carolina. *S.C. Code Ann. § 15-3-530(1)*. Plaintiffs vacated the leased premises in August 2023. *Summons and Complaint* ¶ 21. The statute of limitations for breach of contract will run in August 2026. August 2025 will mark two years since Plaintiffs have vacated the premises. Thus, the time limit for requesting arbitration as imposed by the parties is two years following their vacation of the premises, which will be August 2025. Defendants’ Motion to Compel Arbitration was filed in September 2024, well within the proscribed two year time period for requesting arbitration pursuant to the Agreement. By signing the Agreement, Plaintiffs “stipulate[d] and agree[d] that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate” and made a “voluntary choice” to enter into the Agreement. *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31 (*Exhibit 1*). They cannot argue that the right to arbitrate has been waived when the request to arbitrate has been brought well within the self-imposed time period that they agreed to.

Finally, the fact that written discovery and depositions have been exchanged by the

parties does not constitute prejudice, as such discovery would have been completed even had Defendants' demanded arbitration at the outset of the case. Pursuant to the Agreement, arbitration would be conducted by National Arbitration and Mediation under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. *Self-Storage Rental Agreement with Self-Storage Lien*, pg. 8, ¶ 31 (Exhibit 1). Rule 18(A) of the Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry states, "The parties shall conduct discovery on a voluntary basis, the procedure of which shall be agreed to by the parties..." *National Arbitration and Mediation, Self-Storage Industry Dispute Resolution Rules and Procedures, Rule 18(A)* (Exhibit 2). Further, Rules 34(B) and 34(C) allows the arbitrator to award costs and attorney's fees in their discretion. *National Arbitration and Mediation, Self-Storage Industry Dispute Resolution Rules and Procedures, Rule 34(B), Rule 34(C)* (Exhibit 2). Thus, Plaintiffs have not been prejudiced by engaging in discovery and cannot argue that the costs associated with completing such discovery are prejudicial as they will have the opportunity to recover those costs through arbitration.

3. Allegations of waiver should be decided by an arbitrator, not the Court.

The United States Supreme Court has held that procedural questions of arbitrability are for an arbitrator, rather than a judge, to decide. *Howsam v. Dean Witter Reynolds*, 537 U.S. 79, 84 (2002). The FAA establishes that any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, including "allegations of waiver, delay, or a like defense to arbitrability." *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983). In *Howsam*, the court held that such "allegations of waiver," as discussed in *Moses H. Cone Mem'l Hosp.*, constitute procedural questions which grow out of the dispute and bear on its final disposition and, therefore, should be decided by an arbitrator, not a judge. *Howsam*, 537 U.S. at

84.

Thus, because doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, Plaintiffs' allegation that Defendants have waived the right to arbitrate should be decided by an arbitrator pursuant to Federal law.

CONCLUSION

Therefore, based on the aforementioned arguments, this Court should grant Defendants' Motion to Reconsider regarding Defendants' Motion to Compel Arbitration.

MCANGUS GOUDELOCK & COURIE, LLC

s/ S. Carson Shealy

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ATTORNEYS FOR DEFENDANTS

October 3, 2024

Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	
	)	PROOF OF ADR
Arlene Gariepy, Lee Gariepy, Noah Gariepy,	)	
Kimberlee Elliott,	)	
Plaintiff,	)	
vs.	)	Docket No. 2023-CP-37-00716
	)	
Midgard Self Storage Seneca SC LLC,	)	
Reliant Real Estate Management LLC,	)	
Defendant.	)	

(Within 10 days of the conclusion of ADR and no later than 300 days after filing, an original must be filed with the Clerk of Court and a copy forwarded to the attorneys for the parties.)

PURSUANT to the South Carolina Alternative Dispute Resolutions Rules (SCADR):

1. Alternative Dispute Resolution (ADR) was conducted on the 15 day of August, 2024 in the form of

- a. ☒ mediation
b. ☐ non-binding arbitration
c. ☐ binding arbitration (attached appropriate order of dismissal)

2. The neutral(s) was/were (Name(s) of arbitrator(s)/mediator(s)) John A. Massalon

3. Present at the ADR conference were:

- a. ☒ Plaintiff
b. ☒ Defendant
c. ☒ Lawyer(s) for Plaintiff: Matthew Reitz, Esq. and Carl Jacobson, Esq.
d. ☒ Lawyer(s) for Defendant: Samuel Carson Shealy, Esq.
e. ☒ Representative for Insurance Carrier _____
f. ☐ Guardian *ad litem* _____
g. ☐ Expert(s) _____
h. ☐ Others _____

4. As a result of ADR, this case should be considered (check one)

- a. ☐ fully settled by Consent Judgment to be filed by _____
b. ☐ fully settled Voluntary Dismissal to be filed by _____
c. ☐ Partially settled
d. ☒ at an impasse

Submitted this 14th day of October 2024


Neutral's Signature

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
ARLENE GARIEPY, LEE GARIEPY,	)	Civil Action No. 2023-CP-37-00716
KIMBERLEE ELLIOTT AND NOAH	)	
GARIEPY,	)	
	)	
Plaintiffs,	)	CONSENT ORDER FOR
	)	CONTINUANCE
vs.	)	
	)	
MIDGARD SELF STORAGE SENECA	)	
SC, LLC AND RELIANT REAL ESTATE	)	
MANAGEMENT, LLC,	)	
	)	
Defendants.		

This matter appears before me on the Motion of the Defendant and the consent of the Plaintiff requesting an Order continuing Plaintiffs' Motion to Compel beyond the January 29, 2025, term of Common Pleas Court for Oconee County, and for the duration of the appeal pending in the matter.

Now, therefore, **IT IS ORDERED** that Plaintiffs' Motion to Compel be carried over past the January 29, 2025, term of Common Pleas Court for Oconee County, South Carolina.

AND IT IS SO ORDERED

The Honorable R. Lawton McIntosh
Chief Administrative Judge, 10th Judicial Circuit

Anderson, South Carolina

January ____, 2025

I CONSENT:

s/ Matthew T. Reitz

Matthew T. Reitz, Esquire
Uricchio, Howe, Krell, Jacobson, Toporek &
Keith, P.A.
Attorney for Plaintiffs

I SO MOVE AND CONSENT:

s/ S. Carson Shealy

S. Carson Shealy, Esquire
Bar No: 104746
McAngus Goudelock & Courie, LLC
Attorney for Defendants



Oconee Common Pleas

Case Caption: Arlene Gariepy , plaintiff, et al VS Midgard Self Storage Seneca Sc
Llc , defendant, et al
Case Number: 2023CP3700716
Type: Order/Consent Order

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2025-01-29 10:53:32 page 3 of 3

State of South Carolina
 County of Oconee

Court of Common Pleas

Arlene Gariepy	)	
	)	
Plaintiff,	)	Transcript of Record
v.	)	2023-CP-37-00716
	)	
Midgard Self Storage Seneca SC, LLC)	)	
Defendant.)	)	

September 19, 2024
 Walhalla, South Carolina

B E F O R E:

The Honorable R. Scott Sprouse, Judge.

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

Matthew Reitz, Esquire
 Attorney for the Plaintiff

Samuel Shealy, Esquire
 Attorney for the Defendant

Lisa Scott
 Circuit Court Reporter

I N D E XWITNESSPAGE

No Witnesses.

E X H I B I T SNO.DESCRIPTIONID.EVD.

No Exhibits.

P R O C E E D I N G S

* * * * *

THE CLERK: Our next case is 2023-CP-37-00716, *Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al.* There are two motions to compel, one by the plaintiff and one by Midgard, defendant. Attorneys, if you will please state your names for the record.

MR. REITZ: Good afternoon, Your Honor.
Matthew Reitz for the Gariepys, the plaintiffs.

MR. SHEALY: And Carson Shealy for the defense, Your Honor.

MR. REITZ: And, Your Honor, based on the pending motion for the arbitration, I don't plan to go forward with the motion to compel at this time.

THE COURT: Okay. Is it "Gu-rep-EE" or "Gu-REEP-EE"?

MR. REITZ: "Gu-rep-EE."

THE COURT: "Gu-rep-EE." So the plaintiff's motion, you're not going to go forward on that today?

MR. REITZ: Yes, Your Honor, pending the arbitration decision.

THE COURT: Okay. So before the Court today is the -- if I can get in to open. My computer is not

1 being cooperative here. Okay. So this is a motion
2 to compel arbitration filed by the defendants ---

3 MR. SHEALY: That's correct, Your Honor.

4 THE COURT: --- in the case? All right. So
5 I'll be happy to hear from you.

6 MR. SHEALY: Thank you, Your Honor. May it
7 please the Court?

8 The plaintiffs filed this action against the
9 defendants, Midgard Self Storage and Reliant Real
10 Estate Management, back on September 22nd of 2023.
11 The summons and complaint allege that the plaintiffs
12 had entered into an agreement with the defendants to
13 occupy a self storage unit designated as space L-25.
14 They allege that they were unable to acces their
15 unit and were instructed by the defendant's employee
16 to use unit L-24 rather than unit L-25.

17 The complaint alleges that the defendants
18 listed the plaintiff's unit for sale on July 24th of
19 2023, and then auctioned that unit on July 31st of
20 2023. They've alleged cause of action for breach of
21 contract, conversion, negligent misrepresentation in
22 violation of the South Carolina Unfair Trade
23 Practices Act.

24 The complaint also alleges that the agreement
25 between the parties was binding and invalid in

1 paragraph 25 of the plaintiff's complaint. That
2 agreement between the parties contains arbitration
3 clause in paragraph 31. I have a copy of the -- of
4 the lease here if you would like to look at it, Your
5 Honor.

6 THE COURT: Okay.

7 MR. SHEALY: Paragraph 31 essentially states,
8 "Any claim or lawsuit filed within the scope of the
9 agreement by either party will be submitted to
10 arbitration upon request of either party within the
11 statute of limitations or within two years after the
12 occupant vacates the premises." That agreement also
13 states that arbitration be governed by the FAA, the
14 Federal Arbitration Act.

15 Your Honor, there's clearly a binding agreement
16 between the parties, including the agreement to
17 arbitrate here. The FAA, federal law, would govern
18 this issue because of the commerce clause of the
19 U.S. Constitution. Essentially, the FAA applies any
20 arbitration agreement regarding transactions
21 involving interstate commerce.

22 In this situation, what we have could only be
23 considered interstate commerce. We have plaintiffs
24 from the state of Florida that brought goods to
25 South Carolina and stored them in a storage unit

1 here in Oconee County. Per the case of *Trident Tech*
2 *v. Lucas and Stubbs*, state law is claimed by federal
3 law where the FAA is applicable.

4 In this case, we have an arbitration agreement
5 governed by the FAA and state law by the federal law
6 regarding arbitration. Federal cases have held that
7 any doubts concerning the scope of arbitrable issues
8 should be resolved in favor of arbitration, whether
9 the problem at hand is construction of the contract
10 itself or an allegation of waiver, delay, or a
11 likely defense of arbitrability. There's multiple
12 cases starting with *Moses H. Cone Memorial Hospital*
13 *v. Mercury Construction Corporation* in the U.S.
14 Supreme Court that has stated that -- that -- that
15 proposition.

16 Additionally, the Fourth Circuit has held that
17 motions to compel arbitration not be denied unless
18 the arbitration clause is not acceptable of any
19 interpretation that would cover the asserted
20 dispute.

21 There's no issue in this case that the dispute
22 between the parties is covered by the scope of the
23 lease agreement. Clearly, they -- they have filed
24 or they have agreed to occupy a storage unit with
25 this facility, and they have filed a cause of action

1 based on a breach of that agreement.

2 The plaintiffs can't show prejudice or undue
3 burden by a delay in requesting arbitration in this
4 case because the arbitration agreement states that
5 an arbitration can be heard by National Arbitration
6 Mediation, NAM, and it be pursuant to NAM's self
7 storage industry dispute resolution rules and
8 procedures.

9 NAM allows for voluntary discovery, including
10 depositions take place during arbitration. And the
11 arbitrator can even choose to award cost, as well as
12 attorneys' fees in an award for arbitration if they
13 deem it appropriate.

14 So the fact that discovery has taken place in
15 this case, that depositions have taken place, it's
16 not prejudicial to the plaintiff because it would've
17 happened anyway, arbitration immediately.

18 So, Your Honor, the defense would ask that the
19 Court grant our motion of arbitration pursuant to
20 the lease the parties agreed to and the plaintiffs
21 had -- have alleged was a binding contract in their
22 complaint. Thank you, Your Honor.

23 THE COURT: Thank you. Mr. Reitz.

24 MR. REITZ: Thank you, Your Honor. The
25 plaintiffs would ask that the Court deny the

1 defendant's motion to compel arbitration because
2 they've waived it at this point. And as cited in my
3 memo, you know, there's factors that South Carolina
4 cases uphold and consider if a party has waived
5 their right to arbitration and that is present in
6 this case.

7 I think to date, five depositions have been
8 taken. The parties mediated. And even in the
9 answer, the defendants demanded a jury trial. And
10 this case is ready for trial, pending one or two
11 other depositions. I think that this case is ready
12 to proceed with a trial, and the defendants demanded
13 that in their filed answer. So I think at this
14 point, 300 plus something days after this action
15 commenced, the defendants have waived their right to
16 compel arbitration.

17 THE COURT: Okay. Thank you. Any response?

18 MR. SHEALY: Just briefly, Your Honor.

19 Regarding the request for a jury trial and answer,
20 parties can allege -- can allege things. They can
21 bring -- they can raise defenses and then withdraw
22 them at a later date. That's all this is here, Your
23 Honor. Defense has withdrawn their -- their demand
24 for a jury trial. We put that in writing. File it
25 with the Court if need be, but I think Federal case

1 law is -- is clear that arbitration -- that
2 allegations of waiver are not sufficient under the
3 FAA to deny an arbitration -- a binding arbitration
4 clause in the contract.

5 And regarding the depositions that have been
6 taken, again, it's -- South Carolina state law --
7 state law itself says that there has to be prejudice
8 by undue burden. And, again, there's no prejudice.
9 There's no undue burden here because discovery
10 would've taken place anyway. And if an arbitrator
11 deemed it appropriate, they could be compensated not
12 only for the cost of the discovery, but they can get
13 attorneys' fees, which they wouldn't get from a jury
14 in a trial. So, Your Honor, we just don't think
15 there's been any burden here and that arbitration
16 should be -- the motion for arbitration should be
17 granted.

18 THE COURT: All right. Gentlemen, you've each
19 submitted a memo to me, so I want to read that and
20 look at the cases you've cited, so I'll take this
21 under advisement. Thank you.

22 MR. SHEALY: Thank you, Your Honor.

23 MR. REITZ: Thank you, Your Honor.

24 (At 3:56 p.m., the proceedings concluded.)

25 * * * * *

C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Oconee County, South Carolina, on the 19th day of September, 2024.

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

January 10, 2025

/s/Lisa Scott

Lisa Scott
Circuit Court Reporter

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF OCONEE

3 ARLENE GARIEPY, LEE GARIEPY, KIMBERLEE ELLIOTT
4 AND NOAH GARIEPY,

Plaintiffs,

5 vs. CASE NO. 2023-CP-37-00716

6
7 MIDGARD SELF STORAGE SENECA SC, LLC AND RELIANT
8 REAL ESTATE MANAGEMENT, LLC,
9 Defendants.

VIDEOCONFERENCE VIDEOTAPE

10 30(b)(6)

11 DEPOSITION OF: REBECCA ALLEN
12 (Attending by VTC)

13 DATE: November 30, 2023

14 TIME: 12:11 a.m.

15 LOCATION: 1146 Canton Street
16 Roswell, Georgia

17 TAKEN BY: Counsel for the Plaintiff

18 REPORTED BY: JULIE L. BONOMO
19 (Attending by VTC)

20 _____

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR PLAINTIFF

3 ARLENE GARIEPY, LEE GARIEPY, KIMBERLEE
4 ELLIOTT AND NOAH GARIEPY:

5 URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK,
6 THEOS & KEITH, P.A.

7 BY: MATTHEW T. REITZ

8 (Attending by VTC)

9 17 1/2 Broad Street

10 Charleston, South Carolina 29401

11 843-723-7491

12 Matt@uricchio.com

13 ATTORNEYS FOR DEFENDANT

14 MIDGARD SELF STORAGE SENECA SC, LLC AND
15 RELIANT REAL ESTATE
16 MANAGEMENT, LLC:

17 MCANGUS GOUDELOCK & COURIE, L.L.C.

18 BY: S. CARSON SHEALY

19 (Attending by VTC)

20 1320 Main Street 10th Floor, Meridian

21 Columbia, South Carolina 29201

22 803-748-0526

23 Carson.shealy@mgclaw.com

24 ALSO PRESENT (ATTENDING BY VTC):

25 ZACH WHITE, LEGAL VIDEOGRAPHER

JILL VAN DYNE

LEE GARIEPY

(INDEX AT REAR OF TRANSCRIPT)

Rebecca Allen 30(b)(6)--Direct Examination by Mr. ReitzPage 3

1 THE VIDEOGRAPHER: We are now on the
2 record. The time on the record is 12:11. This is
3 a 30(b)(6) video tape deposition of Reliant Real
4 Estate Management. The name of the deponent is
5 Bek -- and I apologize, Bek, what is your last
6 name?

7 THE WITNESS: Allen.

8 THE VIDEOGRAPHER: Sorry. Bek Allen in
9 the matter of Arlene Gariepy versus Midgard
10 Self-Storage Seneca SC, LLC. The date today is
11 November 30, 2023. This deposition is being taken
12 by Zoom.

13 At this time would counsel and all
14 parties present please state their appearances for
15 the record.

16 MR. REITZ: Matthew Reitz. I'm with
17 the law firm of Uricchio, Howe, and Krell, and I
18 represent the plaintiffs in this matter.

19 MR. SHEALY: Carson Shealy with the law
20 firm of McAngus Goudelock & Courie representing the
21 defendants.

22 THE VIDEOGRAPHER: All right. Would
23 you please swear in the witness.

24 REBECCA ALLEN
25 being first duly sworn, testified as follows:

EXAMINATION

BY MR. REITZ:

Q. Hey, Bek. I know you sat through the instructions earlier, but just for the purposes of this transcript, again, I want to remind you a few things. Your answers are under oath. If you don't understand something and want me to rephrase it, please tell me to rephrase it or ask it again. Let me know if you want to take a break. If you give an answer, I'm going to assume that you understood the question and that your answer is truthful to the best of your ability.

Is there any reason why you wouldn't be able to give truthful testimony today?

A. No.

Q. Do you understand why you're here?

A. Yes.

Q. Have you ever had your deposition taken before?

A. No.

Q. Do you have any questions before we get started?

A. No.

Q. All right. So what is your name for the record?

1 A. It's Rebecca, Rebecca Allen.

2 Q. And who are you employed with?

3 A. Reliant.

4 Q. How long have you worked with Reliant?

5 A. Somewhere between eight and nine years.

6 Q. How long did it take you to prepare
7 that field procedure manual? How many years?

8 A. Probably going on five.

9 Q. What is your role with Reliant?

10 A. I'm a training coordinator.

11 Q. What do you train? What's -- what's
12 your duty?

13 A. I train any -- anyone and everyone. So
14 to the site level to market our market leaders,
15 any -- any time anyone needs training on
16 procedures, that's what I do.

17 Q. Okay. What sort of procedures does
18 Reliant follow?

19 A. I don't understand that question.

20 Q. I can repeat it.

21 A. Yeah.

22 Q. So does it depend on the state, you
23 know, with regards to, let's say, South Carolina,
24 does Reliant follow South Carolina's lien law?

25 A. Yes. We have -- we -- we have a third

1 party vendor that we utilize so Late to Lien and
2 then also Storage Auctions. We follow their rules
3 and laws. So in the manual that's -- that is just
4 their manual inside our manual.

5 Q. What is "Late to Lien"?

6 A. Late to Lien is the -- is the company
7 that sends out the lien letters to our tenants and
8 they double check our timeline. They set up our
9 auction timeline. That's what we follow. Yeah,
10 they're just a company that -- that helps us with
11 our auctions and makes sure that we are in
12 compliance with every sale.

13 Q. What about Storage Auctions, dot, com?

14 A. Storage Auctions, dot, com is where we
15 hold the auctions. So we upload the photos and
16 that's where a person can bid on the auctions.

17 Q. When you say "we," does Reliant
18 actually hold the auctions or, I guess, who holds
19 those auctions?

20 A. Storage Auctions would hold those
21 auctions.

22 Q. Okay. And did you have a chance to
23 review the Notice of Deposition today with those
24 topics?

25 A. Yes, yeah.

1 Q. Okay. Let's go ahead and get into
2 Plaintiff's Exhibit 4, please.

3 Do you have that in front of you?
4 (EXHIBIT 4, Lease, was marked for
5 identification.)

6 THE WITNESS: Let me pull it up.
7 Exhibit 4, that's the lease?

8 BY MR. REITZ:

9 Q. Yes, ma'am. I believe so.

10 A. Okay.

11 Q. So first question is this a self
12 storage rental agreement as between my clients and
13 Reliant?

14 A. Yes, it looks like -- yes.

15 Q. And when was this executed?

16 A. June 29, 2023.

17 Q. Would you go ahead to page 2, please?

18 A. Okay.

19 Q. And could you read into the record that
20 section right next to the word "NOTICE" in all
21 caps.

22 A. "Pursuant to South Carolina
23 Self-Service Storage Facility Act, the owner has a
24 statutory lien on all property in occupant's leased
25 storage space. Occupant's property stored in the

1 leased space may be sold to satisfy the lien if the
2 occupant in default."

3 Q. Who is the owner for purposes of that
4 notice?

5 A. I would imagine between occupant. So
6 if you look at the first page, it says "Between
7 occupant and Reliant Real Estate Management LLC" in
8 quotations, "owner."

9 Q. And pursuant to this notice, when is
10 Reliant allowed to sell an occupant's properties?

11 A. I look for the foreclosure status
12 starts on day 32. So then we follow Late to Lien's
13 timeline. So we can -- we can sell it technically
14 when someone is in default.

15 Q. What does "default" mean?

16 A. They owe rent. So they -- they owe
17 more than one month's rent to us.

18 Q. And how soon after an occupant goes
19 into default can Reliant sell their property?

20 A. How soon after? I would have to look.
21 I know it's in the manual. I want to say it is
22 roughly around -- so someone goes into default,
23 letters start going out, between like 45, 60 days?

24 Q. And does Late to Lien send out those
25 letters?

1 A. Yes.

2 Q. When Late to Lien sends out those
3 letters, do they also send Reliant a copy?

4 A. Yes, they do.

5 Q. And what is -- what are Reliant's
6 retention policies with regards to any letters they
7 receive from Late to Lien?

8 A. Like how long do we hold them for?

9 Q. Yes.

10 A. I believe it's seven years.

11 Q. Okay. And what sort of letters are
12 those that Late to Lien would send out when an
13 occupant is in default? Are there -- you know, are
14 certain letters sent based on how long an occupant
15 is in default for?

16 A. Yeah. I mean, I would have to look at
17 what those letters are because I don't want to
18 misspeak, but I know it's in -- it's in the manual.
19 So, yeah, I mean, yes, they -- they warn the tenant
20 multiple times that the unit is going up for
21 auction.

22 Q. Okay. So would Reliant be in
23 possession of any letters that Late to Lien sent
24 out concerning the auction that was held on June
25 21st of 2023 for Unit L24?

1 A. No. Because that is a -- that was a
2 build-up unit.

3 Q. What is the --

4 A. There is a -- there is a different
5 process. So we go through the auction process with
6 the tenant who is in lean. If it does not sell,
7 those items are technically Reliant's. So then we
8 post it again to try to get another bid on it. And
9 so there is this process that where we keep posting
10 at least two more times after the original sale in
11 order to try to get those items off of our
12 property. At that time, if it doesn't sell, then
13 we're -- we're just removing it through what we
14 call a work order or we're trying to just discard
15 those items because we're trying to make it
16 rentable.

17 Q. Now the auction on June 21st, 2023, was
18 that not for the property, the unit prior to my
19 client's moving into L24?

20 A. If your client moved in on June 29th,
21 right, supposedly it's supposed to be moving into
22 L25, yeah, so the -- L24 sold on June 21st.

23 Q. So June 21st auction was that a
24 build-up auction or was that just a regular
25 auction?

1 A. That was a regular auction.

2 Q. Okay. So Reliant would be in
3 possession of letters sent out for that auction,
4 correct?

5 A. Yes.

6 Q. Or they should be pursuant to the seven
7 year retention policy you guys apparently have,
8 correct?

9 A. Correct.

10 Q. Okay. Did Reliant maintain any letters
11 that were sent out for that auction held on June
12 21st?

13 A. I would have to double check, but I can
14 only assume, yes.

15 Q. Okay. Are any letters sent out after
16 the auction takes place?

17 A. Yes.

18 Q. What kind of letters are sent out after
19 an auction takes place?

20 A. It just says that the auction is ended,
21 what it sold for, and it sends to the -- the
22 original owner of the unit.

23 Q. And so --

24 A. That is what Late to Lien does.

25 Q. Understood. So any letters sent out

1 following the auction on June 21st, those would not
2 have been sent to my clients?

3 A. But why -- why would they need that?

4 Q. I'm just curious. I'm just wondering.

5 A. I don't know. I don't send -- I
6 haven't been a part of what was sent. I just
7 don't. I don't understand because it's not the
8 unit. Any ways, no, but I'm sure Jill or if you
9 guys need something, we could probably send it to
10 you.

11 Q. That would be greet. I appreciate it.
12 I will get in touch with Carson after this.

13 What are Reliant's policies for the
14 time period after a unit sells via regular auction
15 with regards to that clean-up process?

16 A. So auction ends, bidder has 72 hours to
17 come claim a unit. There is a couple of different
18 scenarios. Bidder doesn't show up, we're looking
19 for another bidder. So that takes another who
20 knows how long. Then that's another 72 hours,
21 right?

22 Let's say in a perfect world, bidder
23 shows up. They have 72 hours -- up to 72 hours to
24 clean out that unit, but it's different on
25 different cases. So it just depends on whether the

1 bidder is going to show up or if we had an original
2 bidder. If the bidder leaves items in the unit,
3 then we're posting those items on storage auctions,
4 and we're trying to sell those items, again, to get
5 it off our property.

6 Q. For the auction that was held and, I
7 guess, ended on June 21st, 2023?

8 A. Uh-huh.

9 Q. Did reliant upload photographs of the
10 items in that unit?

11 A. I'm -- I do not know, but I can only
12 assume that we did.

13 Q. Is that something that we could
14 confirm? Would that be in, I guess, you're
15 database or software system somewhere?

16 A. Sure, yeah.

17 Q. So, you know, if there were photographs
18 of the items within the Unit L24 for the auction
19 that took place on June 21st, could somebody pick
20 out that my client's property didn't look the same
21 as those photographs?

22 A. I -- I think that -- I mean, I don't
23 know. You're making me assume that I guess. I
24 mean, I guess we could probably pick that apart,
25 but I don't know. I would imagine if it was

1 different items that, yeah, it would look
2 different. Again, we have never really had this
3 case happen before. So I'm not sure that an
4 employee is thinking about someone else storing in
5 a different unit and they're different items.

6 Q. But Midgard has a policy that requires
7 employees to take photographs and inventory a
8 storage unit while it's, you know, before it's
9 uploaded for auction, correct?

10 A. Correct.

11 Q. Why does Reliant have that policy?

12 A. Because it -- when you take inventory,
13 you are taking inventory on what -- how we can sell
14 it online. Also pictures to showcase what is being
15 sold.

16 Q. Did Reliant take photographs of the
17 property that was sold at auction on June 21st,
18 2023?

19 A. I do not know.

20 Q. Can Reliant confirm whether Reliant
21 took photographs of the property sold at auction on
22 June 21st, 2023?

23 A. Can Reliant confirm?

24 Q. Yes.

25 A. Meaning can we look into it?

1 Q. Yes.

2 A. Yes, we can look into it.

3 Q. Thank you. Once the unit is cleaned
4 out after it's sold at auction, how soon after that
5 does Reliant put a new lock on that unit?

6 A. When they are able to.

7 Q. When would Reliant be able to?

8 A. Just depends on the scenario. Depends
9 on staffing, depends on when they have locks,
10 depends on all -- a lot of things. So we encourage
11 to do it as quickly as possible.

12 Q. Why do you encourage to do it as
13 quickly as possible?

14 A. So people don't move into the wrong
15 unit, move into a unit and not have a lease signed,
16 things like that.

17 Q. I would like to jump to Exhibit No. 7,
18 particularly 7A. Let me know when you're there,
19 please.

20 A. Yep.

21 (EXHIBIT 7A-N, Reliant Real Estate
22 Field Procedure Manual, was marked for
23 identification.)

24 BY MR. REITZ:

25 Q. It looks like this is page 26 of the

1 Reliant Real Estate Field Procedure Manual; is that
2 correct?

3 A. Yes.

4 Q. Towards the bottom of the page, do you
5 see the photograph where it says: "A walk-through
6 is to be conducted at the start of each day"?

7 A. Yes.

8 Q. Would you mind reading that photograph
9 into the record, please?

10 A. "A walk-thru is to be conducted at the
11 start of each day. The walk-through report is to
12 be used to record unit statuses and issues (see
13 walk-through report and notations. The notations
14 used correspond to the most common scenarios
15 encountered on a walk-through. For a detailed
16 explanation of the most common scenarios
17 encountered on a walk-through, plus the appropriate
18 resolutions for these scenarios, see the Walk-Thru
19 Scenarios and Resolutions. A one-page, condensed
20 version of the walk-thru notation should be kept on
21 the clipboard used in conducting the walk-thru.
22 The daily walk-thru should be uploaded to site's
23 Google Chat by the end of the day."

24 Q. So does Reliant require that a
25 walk-thru is completed each day?

1 A. Yes, we require that.

2 Q. Why?

3 A. Because we need to maintain the
4 property and make sure there is no damage, make
5 sure that our units are secure.

6 Q. What does it mean when it says the
7 second sentence "The Walk-Thru Report is to be used
8 to record a unit statuses and issues"?

9 A. So you see below that where it says
10 "Walk-Thru Report and notations." So like if it's
11 vacant occupied so unit status.

12 Q. Okay. So if a walk-thru --

13 A. Locked, things like that so, yep.

14 Q. Okay. So if a walk-thru was performed
15 on June 29th, 2023, should the facility in question
16 have been aware of the status of Unit L24 and L25
17 on that particular day?

18 A. I mean, that's a -- that's a gray area
19 because if the -- and I am only assuming here,
20 right? Because I'm not the site employee.

21 But if the unit sold and there was a
22 bidder on it, the bidder could have been occupying
23 it while cleaning it out, you know. So there are
24 gray areas, but there should be a walk-thru done,
25 and it should be kind of clear of if it's vacant,

1 you know, a unit is vacant or occupied.

2 Q. So -- and I know I'm asking you to
3 assume here, but bear with me. So on June 21st,
4 2023, would an employee at this particular location
5 complete a Walk-Thru Report and would it indicate
6 that Unit L24 was sold at auction? Is that
7 something that would be included?

8 A. It would be -- it would be in the
9 auction. It would -- it would still be in auction
10 because the bidder probably still needed to show
11 up; so it would still be occupied by the -- that
12 tenant.

13 Q. Okay. So the employee would complete
14 the Walk-Thru Report, and they would document Unit
15 L24 was sold at auction today, June 21st, 2023, and
16 then you have a given time for the bidder to come
17 clean it out, correct?

18 A. Correct.

19 Q. And then each day following that a
20 Walk-Thru Report should have been completed
21 continuing to update the status of that particular
22 unit, correct?

23 A. Correct.

24 Q. Okay. And what are the retention
25 policies for these walk-thru reports?

1 A. It just depends if the sites are doing
2 them, and if they do them, then we -- we keep them
3 in our end of month box.

4 Q. How does Reliant ensure that the sites
5 complete them?

6 A. We try to have, you know, different
7 levels of management check to make sure they're
8 being done.

9 Q. Do you know if walk-thru reports were
10 completed at this particular location?

11 A. I do not.

12 Q. Is that something that Reliant can
13 confirm?

14 A. Yes.

15 Q. So could Reliant go through their
16 database and confirm if walk-thru reports were
17 completed as required from June 21st, 2023, to
18 August 4th, 2023?

19 A. I mean, I guess, yes.

20 MS. VAN DYNE: Can we take a break for
21 a moment or could I add anything to that?

22 THE VIDEOGRAPHER: Would you like to go
23 off the record?

24 MR. REITZ: I'm going to let Carson
25 jump in since he is representing Reliant.

1 MR. SHEALY: Jill, you can't add
2 anything to this deposition. Yours is -- yours is
3 over. This is now Bek's deposition. If you have
4 anything you want to talk to me about afterwards, I
5 can relay information to Matthew, but for now,
6 we'll just let Bek take over and do her thing.

7 MS. VAN DYNE: Okay.

8 MR. REITZ: Are we good? Do we need to
9 go off the record or are we back on?

10 THE VIDEOGRAPHER: We never went off.
11 We're still on.

12 MR. REITZ: Beautiful.

13 BY MR. REITZ:

14 Q. Bek, do you know if this location
15 completed a walk-through report on June 29th of
16 2023 for either L24 or L25?

17 A. I do not.

18 Q. If you could, could you confirm that
19 please and get that information over to Carson?

20 A. Yes.

21 Q. Let's go to Exhibit 7B. It's the next
22 page. Underneath "Walk-through report and
23 notations," it looks like -- does Reliant implement
24 color coded DaVinci locks or could you help me
25 understand that a little bit, please?

1 A. Red locks are over locks.

2 Q. What does over lock units mean?

3 A. They owe money.

4 Q. So a Walk-Thru Report, you know, for
5 June 29th, 2023, a walk-through report would
6 include what type of lock was on Unit L24 or L25,
7 correct?

8 A. Yes. If we have that, yep, it will
9 show that.

10 Q. Okay. Let's go to page 29. It's
11 Exhibit 7C.

12 A. Okay.

13 Q. And in particular let's jump down to
14 DaVinci locks.

15 A. Uh-huh.

16 Q. Could you read that second paragraph
17 into the record, please.

18 A. "When showing units to a tenant, you
19 should bring the Walk-Thru Report with you to have
20 the combinations to the locks. If a tenant leases
21 a unit in the store, you must remove the green
22 DaVinci lock and assign the lock as available. If
23 a tenant leases outside of office hours, the
24 combination to the green DaVinci lock on their unit
25 is sent to them and they are instructed to return

1 the lock to the drop box near the site's office;
2 failure to do so will result in the tenant being
3 charged for the lock. When the DaVinci lock is
4 returned, you must assign it as available. When a
5 return unit becomes -- when a rented unit becomes
6 available, a green DaVinci lock must be assigned to
7 it."

8 Q. When would a rented unit become
9 available? What does that mean?

10 A. When a tenant is not in it like in --
11 in -- in SiteLink. So we have a policy and
12 procedure where we require a 30 day notice, right.
13 So a tenant may not use it for that extra 30 days.
14 So it's not available. It's available once the
15 term of their lease is done.

16 Q. And who would be responsible for
17 placing that green DaVinci lock on the unit?

18 A. A site level employee.

19 Q. And directly above that second
20 paragraph, it says "Currently Reliant only uses
21 green DaVinci locks for vacant units," correct?

22 A. Correct.

23 Q. And what lock was on Unit L24 when my
24 clients moved in on June 29th, 2023?

25 A. I do not know that.

1 Q. Is that a question better directed for
2 that employee?

3 A. Correct.

4 Q. Okay. If a unit was vacant on that
5 date, would it have a green DaVinci lock on it?

6 A. Not necessarily.

7 Q. Why not?

8 A. I mean, we don't sit in front of units
9 and wait for people to move out. I mean, we do
10 walk-throughs when we can and secure units when we
11 can.

12 Q. I thought you just testified Reliant
13 has a policy that walk-throughs should be completed
14 every day?

15 A. Once a day, yeah.

16 Q. So would the site level employee at
17 this particular location be able to determine if
18 Unit L24 was vacant on June 29th, 2023?

19 A. I don't know.

20 Q. Should they be able to determine that?

21 A. I mean, I guess they should, yeah.

22 Q. Would that be important to determine?

23 A. Would it be important to determine if
24 the unit was vacant or moved out?

25 Q. Yes.

1 A. Was that the question? Yes.

2 Q. Why would that be important?

3 A. Because that's how we make money. We
4 want to make it rentable and rent it -- rent it
5 back out. We want to make sure it's moved out.

6 Q. So this particular location completed
7 the walk-thru reports and there was one completed
8 on June 29th. That report should include
9 information about what lock was on Unit L24,
10 correct?

11 A. Correct.

12 Q. Now, isn't it true that my clients were
13 given a DaVinci lock code that specifically applied
14 to L25?

15 A. Yes.

16 Q. Okay. So if the walk-through reports
17 indicate that Unit L24 had a green DaVinci lock on
18 it on June 29th, could my clients have had access
19 to that code for L24?

20 A. No.

21 Q. How would they have gotten into L24 on
22 June 29th then?

23 MR. SHEALY: Object to the form of the
24 question.

25 Go ahead and answer, Bek.

1 THE WITNESS: I don't know. I wasn't
2 there.

3 BY MR. REITZ:

4 Q. Who has access to the green DaVinci
5 lock codes?

6 A. The site does.

7 Q. So if there was a green DaVinci lock
8 code or lock on L24 on June 29th, then would a site
9 level employee have had to let my clients into that
10 unit?

11 MR. SHEALY: Object to the form.
12 Go ahead and answer, Bek.

13 THE WITNESS: Yeah. I guess so.

14 BY MR. REITZ:

15 Q. In Exhibit 7A is that a lease summary,
16 correct?

17 A. Yes.

18 Q. And I think, does Reliant require that
19 a lease summary be generated for each lease
20 agreement that's executed?

21 A. Not necessarily. It's just a summary.
22 It's an easy way for the employee and the tenant
23 base to know the highlighted points of the lease,
24 but it's not a legal document.

25 Q. Let's go to Exhibit 7E, please.

1 A. Uh-huh.

2 Q. So this is discussing when units can be
3 auctioned off, correct?

4 A. Yes.

5 Q. Is there any circumstance in which a
6 unit or an occupant's property can be auctioned off
7 if that tenant is not in default?

8 A. Is there any circumstance? No, no. I
9 mean, unless -- unless someone like abandons their
10 goods, but that's a whole different step, you know.

11 Q. In that first paragraph that discusses,
12 it says "Each team member needs to review and
13 understand the Late to Lien user guide and training
14 manual for Midgard storage partners"; is that
15 correct?

16 A. Yeah, yes.

17 Q. Is that manual -- I think that's a
18 separate document, correct?

19 A. Correct, uh-huh.

20 Q. Is that something that Reliant is in
21 possession of?

22 A. Yes.

23 Q. Is that something that can be produced
24 to us?

25 A. Yes, uh-huh.

1 Q. Why does Reliant require each team
2 member to review that manual?

3 A. Because it's the laws of how we auction
4 off goods. It's Late to Lien's manual that we
5 follow.

6 Q. In the particular storage facility in
7 question today, what lien laws are they required to
8 follow?

9 A. The South Carolina lien laws.

10 Q. And do you know if that facility is in
11 compliance with South Carolina lien laws?

12 A. I would assume so, yes.

13 Q. How does Reliant ensure that that
14 facility is in compliance with the lien laws?

15 A. We have Late to Lien to make sure that
16 we're compliant be the lien laws.

17 Q. Exhibit 7F, what is that auction
18 timeline?

19 A. What is it?

20 Q. Yeah, just, you know, in general, what
21 is that auction timeline? What's its purpose?

22 A. It's the timeline we follow to make
23 sure we're in compliance with auctions.

24 Q. And how does this particular
25 facility -- how would they document this auction

1 timeline to ensure they're following the necessary
2 steps?

3 A. They fill out these letters what you're
4 looking at.

5 Q. Okay. So would there be some sort of
6 file for, let's say, Unit L24 for the auction that
7 took place on June 21st, 2023?

8 THE WITNESS: I mean, I don't know how
9 I can answer that, Carson. I mean, is L24 a part
10 of this? I mean, case.

11 MR. SHEALY: Well, there are
12 allegations involving Unit L24.

13 THE WITNESS: But like the tenant
14 before this? Like I just don't -- you know, I
15 mean, we didn't auction -- we didn't do these
16 letters for this circumstance that happened. So
17 they're asking for someone else's information. So
18 I'm just not understanding, Carson, why we're going
19 back and proving that we did a good sale when
20 that's not even about this.

21 MR. SHEALY: Fair. And we can figure
22 that out later, but just for now, while we're in
23 the deposition, just answer the question as best
24 you can whether you have the information or not
25 whether --

1 THE WITNESS: I know. But I'm just --
2 I don't know if I want to say, yeah, we'll give you
3 the old tenant's information. I guess that's what
4 I'm asking you for.

5 MR. SHEALY: Yeah, I've got you. And,
6 yeah, we can figure that out later.

7 THE WITNESS: Okay. So I guess I don't
8 know how to answer that, Mathew. So sorry.

9 BY MR. REITZ:

10 Q. That's okay. I wasn't necessarily
11 asking for you to produce that. I was asking would
12 this particular facility maintain some sort of
13 auction file --

14 A. Sure, yeah.

15 Q. Okay. And what would be in that
16 auction file? What are the contents?

17 A. The lease, all the letters that are
18 sent to them, anything that was sent out to the
19 tenant. I don't know. Let's read the manual.

20 Yeah, instruction tenant -- invoice,
21 storage auctions, the auction seal tag, certified
22 letters, all of that. So anything pertaining to
23 that tenant and whatever happened and whatever
24 letters we get or send out, it's in that auction
25 file.

1 Q. Within that auction file pertaining to
2 L24?

3 A. Uh-huh.

4 Q. In that file, would it include any
5 document or notation indicating that the contents
6 had been cleaned out?

7 A. No, nope.

8 Q. Why?

9 A. It's just not part of the process.
10 Like we don't notate that.

11 Q. Does Reliant -- not necessarily in the
12 auction file, but does Reliant notate when a bidder
13 who has purchased a unit has come and cleaned out
14 that unit?

15 A. So we are supposed to take \$100 cash
16 deposit. And then if the bidder cleans it out and
17 they want their deposit back, then they come and
18 get it. But most of the time the bidder does not
19 come back, and we keep that cash because they don't
20 clean it out. So then that means things and items
21 are left in there so we have to figure out how to
22 get it off our property, which then, therefore,
23 leads into another build-up unit sale.

24 Q. Did the bidder who purchased the unit
25 on June 21st, 2023, did they get their hundred

1 dollars back?

2 A. I do not know.

3 Q. Can Reliant confirm that for me,
4 please?

5 A. I do not know.

6 Q. Now if Reliant gave the bidder the \$100
7 back for you to Unit L24, that would indicate that
8 the bidder did, in fact, come and clean out that
9 unit, correct?

10 A. The site level person is supposed to go
11 out and make sure it's cleaned out, yes, so they
12 can get their \$100 back.

13 Q. Okay. So that should be something
14 that's documented?

15 A. Yes. That's internal. That's an
16 internal process, but I'm not quite sure of that,
17 uh-huh.

18 Q. Let's go to Exhibit 7N. And this is
19 dealing with incomplete or inaccurate tenant
20 information remediation, correct?

21 A. Yep.

22 Q. What sort of incomplete or inaccurate
23 tenant information is Reliant looking for?

24 A. If someone changes their name, address,
25 phone number, e-mail, that's what it is.

1 Q. Does Reliant confirm if a particular
2 unit is incorrect?

3 A. Are you asking if Reliant knows if
4 people store in the incorrect unit?

5 Q. Yes. Is that something that Reliant
6 would be aware of?

7 A. We would not be aware of that.

8 Q. And then 7N appears to be a map?

9 A. Uh-huh.

10 Q. With a bunch of units listed. And I
11 imagine it's different for each facility, correct?

12 A. Yes.

13 Q. Okay. And what is the purpose of this
14 map?

15 A. It's in the software system. It's to
16 help have a map of the space for the employees.

17 Q. Does it have anything to do with unit
18 statuses?

19 A. It shows unit statuses, sure.

20 Q. Okay. And is this map for each
21 facility kept up to date?

22 A. Yes.

23 Q. Okay. Now, within your software
24 system, could Reliant go back and look at the map
25 for June 29th, 2023?

1 A. No.

2 Q. Why?

3 A. Because that's not how the software
4 works. It's current.

5 Q. Does Reliant have any way of confirming
6 the unit status for L24 on June 29th, 2023?

7 A. Not that I am aware of, no.

8 Q. Okay. How about Exhibit 6? This is an
9 auction process timeline PowerPoint.

10 (EXHIBIT 6A-B, Auction Process Timeline
11 PowerPoint, was marked for identification.)

12 THE WITNESS: Yes.

13 BY MR. REITZ:

14 Q. What is the purpose of this PowerPoint?

15 A. We have classes. It's one of our
16 training. One of our training PowerPoints.

17 Q. Is this something that you would be
18 required to train employees on, this PowerPoint?

19 A. I had senior -- senior trainers at the
20 time that were doing it.

21 Q. What do you mean "at the time"?

22 A. Sorry. We don't have senior trainers
23 anymore. So there were senior trainers. So, yes,
24 I have trainers who would do Zoom calls and we call
25 them master class calls on auctions.

1 Q. Okay. If you look at 6A, Exhibit 6A,
2 it looks like some auction scenarios are listed,
3 and one of the, I guess, scenarios is what do we do
4 if unit sold was the wrong unit?

5 A. Uh-huh.

6 Q. Why is that listed on the PowerPoint?

7 A. Because we have to talk about it.

8 Q. Why do you have to talk about it?

9 A. Because it could happen.

10 Q. Has it happened before?

11 A. Sold, no. We have had instances where
12 if someone checked active military, and we didn't
13 catch that and we didn't run a SCRA search and we
14 thought we sold an active military tenant, then we
15 had to -- we had to stop the sale.

16 Q. How many times did that occur?

17 A. I am not privy to all of those. I'm
18 just a trainer.

19 Q. And then Exhibit 6B?

20 A. Uh-huh.

21 Q. Collections underneath the unit
22 unrentable?

23 A. Uh-huh.

24 Q. What does that mean -- what do we do
25 immediately after taking a payment on the account?

1 What is that referencing?

2 A. (Reading to self.)

3 So when the bidder comes in, if the
4 bidder ever does, we take the payment on the
5 account, and we move that tenant who owed us money
6 out, and then we put it in Late to Lien so it
7 doesn't get rented.

8 Q. Okay. Is that something that would be
9 documented in your software system?

10 A. I don't know. I would have to look
11 into it.

12 Q. Okay.

13 A. Uh-huh.

14 Q. So the reservation on the unit, I
15 guess, I'm wondering what exactly is that
16 reservation on the unit?

17 A. So it just means like it's not going to
18 pop up on the website so it's vacant, right,
19 remember that whole kind of confusing gray area of
20 like the bidder comes in. It's vacant, but it's
21 actually the bidders unit for an X amount of time
22 to clean it out. So we don't want someone renting
23 it out in between that time.

24 Q. Okay. And then when that time period
25 ends and the bidder has cleaned it out and Reliant

1 at that particular location would then update the
2 system to reflect as such?

3 A. Correct, uh-huh.

4 Q. So the facility in question in this
5 matter, would they have documents when this
6 particular bidder cleaned out Unit L24?

7 A. No. I mean, we don't document that
8 anywhere.

9 Q. Okay. So there wouldn't have been a
10 reservation on the unit to allow the bidder time to
11 come and remove the contents?

12 A. It depends if -- I mean, I -- I don't
13 know the exact scenarios, but, yeah, hypothetically
14 it would be a -- a reservation, yes, for a time
15 period.

16 Q. Okay. Can you take a look at
17 Exhibit 8, please, "Notes history."

18 A. Okay.

19 Q. And this appears to be a notes history
20 related to Unit L25, which my clients signed the
21 lease for, correct?

22 A. Yes.

23 Q. Underneath the notes column, are those
24 initials like where it says "SVSM," are those
25 initials or what does that mean?

1 A. Yeah, that -- that it would be employee
2 initials, uh-huh.

3 Q. Okay. So that would relate to the
4 particular employee that put that note in there?

5 A. Yes, uh-huh.

6 Q. Can you read the note into the record
7 next to the date August 4th, 2023, at 1:11 p.m.?

8 A. "Reached out to the tenant about the
9 DaVinci lock still being on the unit. She
10 currently lives in Florida and moving up to Seneca.
11 She said that her husband put their own lock on the
12 unit. I told her to confirm with her husband that
13 he placed a different lock on and not the green
14 lock back on the unit."

15 Q. And what are the initials that are next
16 to that number?

17 A. "SM."

18 Q. Do you know if that stands for Samantha
19 Maxwell?

20 A. Yes. I believe so, I guess I should
21 say.

22 Q. Why would Samantha be reaching out on
23 August 4th about the DaVinci lock on Unit L25?

24 A. I would imagine because of her
25 walk-thru, and if it's occupied and has a person's

1 name on it, they shouldn't be using the DaVinci
2 lock as their personal lock.

3 Q. Why didn't she send that note on August
4 3rd?

5 A. I do not know.

6 Q. Why didn't she send that note on August
7 2nd?

8 A. I don't know.

9 Q. Why wouldn't she send that note on any
10 day between June 29th and August 4th?

11 A. I don't know.

12 Q. Is that something that could have been
13 discovered, though, before August 4th?

14 A. I'm assuming so, yes.

15 Q. On August 9th, 2023, the top note "Move
16 out effective," what is that move out process?
17 What does that mean?

18 A. Just moving it out of the system.

19 Q. Like that particular tenant out of the
20 system?

21 A. Yes.

22 Q. Okay. Let's go to page 106 of your
23 field procedure manual. I think I have this marked
24 in an exhibit as well, actually. Yeah, it's 7L.

25 A. Okay.

1 Q. So the paragraph directly above where
2 it says "Auction file."

3 First sentence says "When the buyer has
4 emptied the unit, get rid of the unit to verify the
5 unit was cleaned out," correct?

6 A. Yep.

7 Q. And this is a policy and procedure that
8 Reliant requires their employees to follow?

9 A. Correct, yeah.

10 Q. So this is a policy that this
11 particular location's employee was required to
12 follow between June 21st and June 29th of 2023,
13 correct?

14 A. No, not necessarily because it says
15 when a buyer has emptied the unit. We don't know
16 when the buyer emptied the unit. So I don't know
17 how to answer that, truthfully.

18 Q. Is that something that Reliant should
19 have known?

20 A. Like me should have known? What do you
21 mean?

22 Q. Yes. Is that something that Reliant or
23 at least that storage facility at that particular
24 location would know if the buyer came to empty out
25 that unit?

1 A. If the buyer communicated to the
2 employee, then the employee knows that the buyer
3 emptied out that unit.

4 Q. Okay. So would that communication be
5 something that's documented in that storage
6 facilities location?

7 A. In a note or anything? No.

8 Q. No?

9 A. The buyer just comes into the office,
10 yeah.

11 Q. Okay. So if the buyer comes into the
12 office and cleans out the unit, is that employee
13 not required to indicate I gave this buyer the \$100
14 back?

15 A. No. No. I mean, there is no like
16 process on that.

17 Q. There is no process for that clean
18 out -- clean out period?

19 A. I mean, there is no like high level
20 process for that, no, you know.

21 Q. What do you mean "high level"?

22 A. Like there is no way that we are
23 tracking if they gave the \$100 -- like if the
24 bidder came in and cleaned it out.

25 Q. So then can you help me understand that

1 second sentence where it says "If the unit is empty
2 and clean, return the cleaning deposit to the
3 buyer"?

4 A. Uh-huh.

5 Q. "And sign the retained yellow copy as
6 proof that their cleaning deposit was returned to
7 them"?

8 A. Yep.

9 Q. Can you explain that based on the
10 testimony you just gave?

11 A. I mean, there is that process, but
12 you're asking for proof. I don't have proof. It's
13 just like a -- like a receipt book, like, you know.
14 I don't know how I would obtain that, I guess, for
15 you that's all.

16 Q. Well, isn't this -- that's something
17 that the employee at this particular location
18 should have been documenting if they were doing it,
19 correct?

20 A. Correct, yeah.

21 Q. Is that something that Reliant can
22 confirm for me?

23 A. No.

24 Q. Why?

25 A. I mean, I guess we could look into it,

1 but I'm not confident that we have it.

2 Q. Is that because you don't know if this
3 particular employee completed it?

4 A. Right, correct.

5 Q. Do you think that's important for these
6 storage facilities to maintain records of?

7 A. The \$100 cash --

8 Q. No --

9 A. -- that we're taking in?

10 Q. No, no. I should have been more clear.
11 I'm sorry.

12 Do you think it's important that the
13 storage facility keeps a record of whether or not a
14 buyer has come out and cleaned out that unit?

15 A. I mean, sure, yeah, yes. But typically
16 people want their \$100 cash back. So it's not
17 really an issue. Sometimes it happens where a
18 bidder doesn't come back for it and leaves junk in
19 the unit. I mean, sometimes that happens. So
20 that's why we kind of ask for that \$100 cash.

21 Q. I think you touched on this earlier,
22 but so the auction file for the auction conducted
23 on June 21st, 2023, that is something that should
24 still be in Reliant's possession for this facility?

25 A. It should be, yes.

1 Q. Okay. How does Reliant advertise their
2 auctions?

3 A. That's up to Late to Lien.

4 Q. Late to Lien?

5 A. Uh-huh.

6 Q. Is that all documented in the Late to
7 Lien procedure manual?

8 A. Yes.

9 Q. Okay. Do you know if this particular
10 location used any sort of local newspapers or
11 websites?

12 A. I don't know. Late to Lien handles
13 that.

14 Q. Okay. Do you know if Reliant is
15 required to advertise a sale of auctions, an
16 auction of the unit?

17 A. I -- like, again, Late to Lien handles
18 all of that.

19 Q. Okay. Bek, did you speak with anybody
20 else within Reliant about this incident after it
21 took place?

22 A. No.

23 Q. You weren't a part of any
24 investigations of the incident at all?

25 A. I mean, Jill told me I was going to be

1 on this for more procedures. So I kind of know
2 what happened, and obviously we reviewed whatever
3 questions you had. So I wasn't a part of the
4 investigation, no.

5 Q. Do you know if Reliant is contending
6 that some other third party is responsible for what
7 took place?

8 A. Sorry. Repeat that.

9 Q. Does Reliant take the position that
10 some other third party is responsible for the
11 incident for what took place, or does Reliant place
12 the sole blame on my clients?

13 MR. SHEALY: Object to the form.

14 But go ahead and answer, Bek.

15 THE WITNESS: I would imagine that
16 because your clients stored in the wrong storage
17 unit and they signed the lease on a different unit
18 that, I mean, I guess that's how Reliant stance
19 we're not at fault.

20 BY MR. REITZ:

21 Q. Is -- does Reliant have any sort of
22 policies that could prevent a tenant from moving
23 into the wrong storage unit?

24 A. It is self storage. I mean, that's why
25 we have unit placards and a lease that says the

1 unit number and DaVinci codes that go to the unit
2 number. So, no, we don't.

3 MR. REITZ: Bek, I think that might be
4 all the questions I have for you. As to that
5 additional information I ask that you can get
6 access to, could you please correspond with Carson
7 about that whether or not Reliant is able to access
8 that information, and if so, could you provide that
9 to me?

10 THE WITNESS: Yes.

11 MR. REITZ: I appreciate it. I think
12 that's all I have for you. Carson may have some
13 questions for you, but other than that I appreciate
14 your time.

15 MR. SHEALY: I don't have anything.
16 Thank you.

17 THE VIDEOGRAPHER: All right. This
18 concludes the 30(b)(6) deposition of Reliant Real
19 Estate Management. We are off the record at 1:24.

20 (The witness, after having been advised
21 of her right to read and sign this transcript,
22 waives that right.)

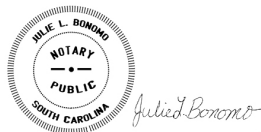
23 (The deposition concluded at 2:16 p.m.)
24
25

CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto
affixed my official seal this 13th day of December,
2023, at Charleston, Charleston County, South
Carolina.



Julie L. Bonomo
Court Reporter
My Commission expires
July 28, 2027

I N D E X

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(No Information Requested)

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1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF OCONEE

3 ARLENE GARIEPY, LEE GARIEPY, KIMBERLEE ELLIOTT
4 AND NOAH GARIEPY,

Plaintiffs,

5 vs. CASE NO. 2023-CP-37-00716

6
7 MIDGARD SELF STORAGE SENECA SC, LLC AND RELIANT
8 REAL ESTATE MANAGEMENT, LLC,
9 Defendants.

VIDEOCONFERENCE VIDEOTAPE

10 30(b)(6)

11 DEPOSITION OF: JILL VAN DYNE
12 (Attending by VTC)

13 DATE: November 30, 2023

14 TIME: 10:03 a.m.

15 LOCATION: 1146 Canton Street
16 Roswell, Georgia

17 TAKEN BY: Counsel for the Plaintiff

18 REPORTED BY: JULIE L. BONOMO
19 (Attending by VTC)

20 _____

1 APPEARANCES OF COUNSEL:

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4 ELLIOTT AND NOAH GARIEPY:

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6 THEOS & KEITH, P.A.

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16 MANAGEMENT, LLC:

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22 803-748-0526

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24 ALSO PRESENT (ATTENDING BY VTC):

25 ZACH WHITE, LEGAL VIDEOGRAPHER

REBECCA ALLEN

LEE GARIEPY

(INDEX AT REAR OF TRANSCRIPT)

Jill Van Dyne 30(b)(6)--Direct Examination by Mr. Reitz Page 3

1 THE VIDEOGRAPHER: All right. We are
2 now on the record. The time on the record is
3 10:04. This is the 30(b)(6) video tape deposition
4 of Reliant Real Estate Management. The name of the
5 deponent is Jill Van Dyne in the matter of Arlene
6 Gariepy versus Midgard Self Storage Seneca SC, LLC.
7 The date today is November 30th, 2023.

8 At this time would counsel and all
9 parties present please state their appearances for
10 the record.

11 MR. REITZ: Yes. Matthew Reitz. I'm
12 with the law firm of Uricchio, Howe, and Krell, and
13 I represent the plaintiffs.

14 MR. SHEALY: Carson Shealy, McAngus
15 Goudelock & Courie, and I represent the defendants.

16 THE VIDEOGRAPHER: All right. Would
17 you please swear in the witness.

18
19 JILL VAN DYNE
20 being first duly sworn, testified as follows:

21 EXAMINATION

22 BY MR. REITZ:

23 Q. Hey, Jill, can you hear me okay?

24 A. Yes, sir.

25 Q. Perfect. Would you please state your

1 name for the record?

2 A. Jill Van Dyne.

3 Q. And, Jill, is it okay if I call you
4 Jill?

5 A. Sure.

6 Q. Okay. Have you had your deposition
7 taken before?

8 A. I have not.

9 Q. Okay. I'm going to ask you some
10 questions about this matter, this lawsuit that we
11 have filed. As I said, my name is Matthew Reitz,
12 and I represent the plaintiffs with regards to this
13 unfortunate incident, and do you understand that
14 this is a 30(b)(6) deposition? Has your attorney
15 spoken to you about that?

16 A. --

17 Did I cut out or did y'all cut out.

18 Q. To be honest, I don't know.

19 A. I don't know. I just -- I know you
20 said you were going to ask me some questions so
21 that's it.

22 Q. Okay. So do you understand -- so this
23 is called a 30(b)(6) deposition. Did you by chance
24 speak with your attorney about what that means?

25 A. We prepped yesterday.

1 Q. Okay. So, you know, I'm going to be
2 asking you some questions and the majority of it
3 should be focused from Midgard, Reliance
4 perspective, it's not directed at your personally.
5 Okay?

6 A. Understood.

7 Q. Although we're not in front of a judge
8 and jury, I do want you to understand that your
9 answers today are under oath so they're expected to
10 be truthful and honest.

11 Do you understand that?

12 A. Yes.

13 Q. And are you under the influence of
14 anything today that would prohibit you from giving
15 truthful testimony?

16 A. No.

17 Q. Okay. And if at any point we cut out
18 or if you don't understand my question or if you
19 want me to rephrase something, just tell me. If
20 you want to take a break at any time, let me know.
21 I'm happy to do that, and I just want to make sure
22 you understand that if you give me an answer, I'm
23 going to imagine that you understood the question
24 and that it's a truthful answer so just let me know
25 if you have any questions. Okay?

1 A. Yes.

2 Q. Okay.

3 A. I have a question already.

4 Q. Absolutely.

5 A. Okay. So Bek is here with me as well
6 today. She -- I was hoping could speak more to --
7 she's created our manuals; so I was hoping she
8 could speak more to the policy and procedure
9 questions.

10 Q. Okay. Absolutely, yeah. I spoke with
11 Carson before and, you know, if I ask a question
12 that is better directed to Bek, just let me know.

13 A. Okay.

14 MR. REITZ: Bek, that's a long
15 procedure manual you guys created there.

16 MS. ALLEN: Yeah, thanks. It's very
17 detailed.

18 MR. REITZ: Very detailed.

19 MS. ALLEN: I hope you enjoyed reading
20 that 300-page procedure manual.

21 MR. REITZ: It's a very, very good
22 read.

23 BY MR. REITZ:

24 Q. All righty. So, Jill, back to you.
25 We'll get started here briefly about you. Let's

1 see, how long have you worked at Midgard for?

2 A. So I -- I technically am not employed
3 by Midgard. I'm employed by Reliant.

4 Q. Okay.

5 A. I have worked for Reliant, it will be
6 five years in February.

7 Q. Okay. And what is your role with
8 Reliant?

9 A. Currently, I supervise our entire
10 portfolio. All of our properties role up to me,
11 and then my supervisor is the director of
12 operations.

13 Q. Who is your supervisor?

14 A. My husband, Colin Van Dyne. We are a
15 very family business. You will find this out.

16 Q. How long has Reliant been around?

17 A. I believe it's almost 11 years.

18 THE WITNESS: Is that right, Bek?

19 MS. ALLEN: Yeah, I think so.

20 BY MR. REITZ:

21 Q. And what is Reliant in the business of
22 doing?

23 A. So we own and operate self-storage
24 facilities. We -- some of them we own entirely
25 along with, obviously, investors. We also function

1 as a third party manager. So if we have, say, a
2 mom and pop facility contact us to run their
3 facility, we do that as well.

4 Q. Okay. How many self-storage facilities
5 does Reliant manage?

6 A. We have about 98 right now, I believe.

7 Q. And in what states are those located?

8 A. So we're primarily in the southeast.
9 We are in Florida, Georgia, North Carolina, South
10 Carolina, Tennessee, Indiana, Alabama, Arkansas,
11 Colorado. I believe that's all of them.

12 Q. How many properties are in South
13 Carolina?

14 A. Can I look at my facility list?

15 Q. Absolutely.

16 A. Okay. 16.

17 Q. And the facility that is the subject of
18 this matter is located in Oconee County; is that
19 correct?

20 A. Oconee, yes, uh-huh.

21 Q. Does each facility provide the same
22 number of storage units?

23 A. Do they have -- do they have the same
24 number of units at every property?

25 Q. Yes, ma'am.

1 A. No, not at all, huh-uh, no.

2 Q. Okay. How many storage units does the
3 Ocone County facility provide?

4 A. I -- I don't know. I would have to
5 look that information up.

6 Q. Okay. I want to take a look at
7 Plaintiff's Exhibit 1.

8 (EXHIBIT 1, Deposition Notice, was
9 marked for identification.)

10 BY MR. REITZ:

11 Q. Do you have access to that? Have you
12 seen that?

13 A. You would have to tell me what I need
14 to look at. I've seen attachments but...

15 Q. Okay. Yeah, I sent a share mail to
16 Carson earlier. I don't know if he sent it to you.
17 I can e-mail it to you right now if you want to --

18 A. All right.

19 Q. Okay. What is your e-mail address?

20 A. J Van Dyne at Reliant, dash, MGMT, dot,
21 com.

22 Q. Okay. I'm going to send you this
23 ShareFile link so you can take a look at it. Okay?

24 A. Sure. It hasn't come through yet.

25 MR. REITZ: Bek, do you want me to send

1 it to you as well? Is that okay?

2 MS. ALLEN: Yes. It's R-A-L-L-E-N at
3 Reliant, dash, MGMT, dot, com.

4 MR. REITZ: One more time for me. I'm
5 typing that in. Sorry.

6 MS. ALLEN: So R-A-L-L-E-N at Reliant,
7 dash, MGMT, dot, com.

8 MR. REITZ: Perfect. All right. Let
9 me know when and if that goes through. Okay?

10 THE WITNESS: Yes.

11 MS. ALLEN: I got it. Jill, did you
12 get it?

13 THE WITNESS: I checked my (inaudible).
14 I don't see it.

15 MS. ALLEN: I'll send it right now.

16 THE WITNESS: Okay.

17 MS. ALLEN: What are we looking at?

18 MR. REITZ: We'll take a look first at
19 Exhibit No. 1, and that is plaintiff's notice of
20 this 30(b)(6) deposition.

21 MS. ALLEN: Yes.

22 BY MR. REITZ:

23 Q. Okay. I'll start with Jill. Jill,
24 have you had an opportunity to review this notice
25 before?

1 A. Yes.

2 Q. Okay. And looking at the topics under
3 Exhibits A, is there any reason why you would not
4 be able to testify as to those topics here today?

5 A. No. We -- Bek and I walked through
6 these this morning. There was one, 16, I wasn't
7 aware that we had to have that together for today.
8 I can certainly provide it later today, but that
9 was the only one that I -- I wasn't aware I had to
10 have --

11 Q. Okay. That's okay.

12 A. -- for this deposition.

13 Q. That's okay. You don't necessarily
14 have to, you know, provide any documents related to
15 that right now. I'm just going to -- I might ask
16 you some questions about it.

17 A. Okay.

18 Q. No worries there. You can always send
19 that over to your attorney at a later point.

20 A. Okay.

21 Q. So we're not going to go through those
22 exhibits or that -- you know, that list in order,
23 but those are the general topics that we might
24 discuss here today. So if at any point I ask you a
25 question and it might be better directed to Bek or

1 somebody else at Reliant or Midgard, please let me
2 know it. Okay?

3 A. Yes.

4 Q. Okay. It's important that I understand
5 who can best testify to these particular topics on
6 behalf of Reliant. Do you understand that?

7 A. Yes.

8 Q. Okay. Exhibit 1, let's go to
9 Plaintiff's Exhibit 2.

10 (EXHIBIT 2, Plaintiff's First Set of
11 Requests for Production to Defendants, was marked
12 for identification.)

13 BY MR. REITZ:

14 Q. Which these are the supplemental
15 requests for production that we sent over. And
16 have you had an opportunity to review these?

17 A. Yes.

18 Q. Okay. So looking at No. 1 underneath
19 the request for production, what are -- well, you
20 know I said Midgard, but Reliant's -- what are
21 Reliant's policies specifically with retention
22 policies to those walk-through reports?

23 A. Okay. I'm sorry. Which -- which are
24 you looking at?

25 Q. So if you'll look at Exhibit 2, that

1 first page underneath it says "Requests for
2 production," and then No. 1. "I have requested any
3 and all walk-through reports and notations for
4 Units L24 and L25."

5 Do you see where it says that?

6 A. I don't. I'm sorry. I meant -- Oh,
7 oh, oh, wait. Okay. Sorry. I need to go back and
8 get in a different one. You're in Exhibit 2?

9 Q. Yes, ma'am.

10 A. Okay. Sorry about that. Okay. So
11 I'll be honest, I -- I'm leaning on Carson to tell
12 me what I needed to produce, and I believe we were
13 sent a list of four things that were still
14 outstanding the other day that I either explained
15 why I wasn't comfortable producing it or we
16 produced it. So I -- we can certainly go back
17 through these, but I have been given several dates
18 of when things are due. So I wasn't aware we still
19 had anything outstanding to produce.

20 Q. Okay. And, yeah, I haven't received
21 responses to these because they're not due for
22 another, I think, two weeks or so.

23 A. Okay.

24 Q. But nonetheless, I'm going to ask you
25 about them today. Okay. Unless your attorney

1 instructs you not to answer, you have to answer.

2 Do you understand that?

3 A. Yes, sir.

4 Q. Okay. So do you know what the
5 walk-through reports are?

6 A. Yes.

7 Q. What are they?

8 A. The units are listed and the employees
9 are to go through and notate things like locked
10 open. If there is a vacant unit, we're looking for
11 people who skipped. It's just -- it's just a -- a
12 way to check on every unit every day, and Bek might
13 be able to speak in more detail about that.

14 Q. And who are the employees that complete
15 these walk-through reports?

16 A. The site staff. Typically there --
17 there might be occasions where a market manager
18 would do -- would perform an audit of a
19 walk-through to ensure accuracy, but it's a -- it's
20 a task for our site staff.

21 Q. How many site staff members were
22 employed at the time at the Oconee County location?

23 A. I don't remember. I know of one. I
24 would have to check on that.

25 Q. Who is that one?

1 A. Angela Swafford.

2 Q. Is she the person that would have been
3 responsible for completing these walk-through
4 reports at this time?

5 A. Yes, for the day she was scheduled.

6 Q. Do you know if she was schedule on June
7 29th, 2023?

8 A. June 29th?

9 Q. Yes, ma'am.

10 A. Her last day of work -- I --
11 I can pull her time card if I'm able to right now?

12 Q. That would be great.

13 A. Okay.

14 Q. And further, if you can produce that
15 card to your opposing or to your attorney, that
16 would be great.

17 A. Is somebody making a list of things
18 that I need to produce or do I need to make my own
19 list?

20 Q. I've got a list. I have sent some
21 lists to Carson, and I'm sure he has corresponded
22 with you, but I'm happy to send some additional
23 requests as well.

24 A. Okay. I just wanted -- I don't know if
25 I can take notes and remind myself of what I need

1 to produce or somebody is going to send that to me.

2 Q. You can absolutely take notes, yes,
3 ma'am.

4 A. Okay. I'm pulling up the time card.
5 You said June 29th?

6 Q. Yes, ma'am. June 29th, 2023.

7 A. Yes.

8 Q. Is that a yes that Angela Swafford was
9 working on June 29th, 2023, at the Oconee County
10 location?

11 A. Correct.

12 Q. And would she have been responsible to
13 complete that walk-through report?

14 A. That date --

15 THE WITNESS: So, Bek, is that a daily
16 task? Can Bek answer that?

17 MS. ALLEN: Yes.

18 THE WITNESS: So, yes, one should have
19 been completed by Angela that day.

20 BY MR. REITZ:

21 Q. Do you know if Angela completed a
22 walk-through report on June 29th, 2023?

23 A. I do not.

24 MR. REITZ: Bek, do you know if Angela
25 completed a walk-through report on June 29th, 2023?

1 MS. ALLEN: I do not.

2 BY MR. REITZ:

3 Q. Is Reliant able to find out if Angela
4 completed a walk-through report on that date?

5 A. I would have to look into that. It's
6 possible, but it's not an item that we necessarily
7 store all of the time. We -- we have gone back and
8 forth between a digital or no, that is the daily
9 procedure board.

10 THE WITNESS: The walk-through is
11 always paper, Bek?

12 MS. ALLEN: Yes.

13 THE WITNESS: So I -- that might not
14 been something we're able to produce since it's
15 always paper.

16 BY MR. REITZ:

17 Q. Where does the paper go?

18 THE WITNESS: Bek?

19 MS. ALLEN: It's supposed to be stored
20 in our end of month box --

21 MR. REITZ: What is the "end of month
22 box"?

23 MS. ALLEN: The end of month box is any
24 paper documents that we ask the site to hold and to
25 store for instances like this.

1 THE COURT REPORTER: Can we go off the
2 record for a moment, please.

3 MR. REITZ: Absolutely.

4 THE VIDEOGRAPHER: Off the record at
5 10:25.

6 (Discussion off the record.)

7 THE VIDEOGRAPHER: One moment, please.
8 On the record at 10:26.

9 BY MR. REITZ:

10 Q. Okay. Jill, I will try to keep the
11 questions focused on ones that might be better
12 suited to you. Okay?

13 A. Yes.

14 Q. Jill, when did you first communicate
15 with my clients?

16 A. On August 4th, Friday I received an
17 e-mail from Arlene.

18 Q. And what did Arlene e-mail you?

19 A. I can read it. Is that okay?

20 Q. If you could read it into the record,
21 that would be great.

22 A. Okay.

23 "Hello Jill. We had a storage unit at
24 600 Shiloh Road. This storage units were mixed up,
25 and our goods were just sold at auction. Can you

1 please contact me as soon as possible at
2 239-272-0030. They know who bought the stuff but
3 would not provide the contact info. We were hoping
4 to contact the person so that we could act, recover
5 our personal items. Also, we have been trying to
6 call a district manager or anyone who can help us.
7 We are hoping you can help us. Thanks, Lee and
8 Arlene Gariepy."

9 Q. And what time with was that sent?

10 A. 5:17 p.m.

11 Q. When did you respond to my clients?

12 A. I called them. I would say, to the
13 best of my recollection, maybe an hour later just
14 to hear because I never want a tenant to feel like
15 we're ignoring them. Obviously, that's -- that's
16 an emotional issue; so I called asked to speak to
17 them, but I -- I don't believe I was actually
18 speaking to the Gariepy's.

19 Q. Who did you think you were speaking to?

20 A. Their son -- son-in-law and daughter.

21 Q. And what do you mean by you know that
22 was an emotional issue?

23 A. To find out that their -- their goods
24 are gone.

25 Q. And what did you tell my clients when

1 you called them about an hour after they reached
2 out via e-mail?

3 A. That I would have to research what
4 actually happened.

5 Q. All right. And what steps did you take
6 to research what happened?

7 A. I contacted the -- I believe the market
8 manager and the divisional manager, and I spoke
9 with the regional manager at some point as well.

10 Q. Who was the market manager?

11 A. Sattler Van Dyne.

12 Q. Did you speak with Sattler Van Dyne
13 about this?

14 A. I don't remember if I spoke with him
15 that night or if we e-mailed. I believe it was
16 phone and e-mail.

17 Q. Okay. And what is your relation to
18 Sattler Van Dyne?

19 A. He is my son.

20 Q. He is your son?

21 A. Yes, sir.

22 Q. How old is he?

23 A. I'm sorry?

24 Q. How old is he?

25 A. 20.

1 Q. Did Sattler take any steps to research
2 this -- this matter?

3 A. Yes.

4 Q. What did he do?

5 A. Spoke with the employee who kind of
6 uncovered what she thought was -- was an issue, and
7 I believe you're deposing her later. So I have not
8 spoken directly to her to find out how it was
9 uncovered initially, but he kind of just told me
10 what -- what he thought had happened and sent me
11 all of the paperwork that I needed to look through.

12 Q. What paperwork did he send you?

13 A. I can pull it up if that's okay?

14 Q. That would be great.

15 A. So he sent me on August 4th the
16 pictures of L24 that were sold, the lease from the
17 Gariepy's, and the invoice from the build-up sale.

18 Q. Why did he send --

19 A. Sent on -- I apologize.

20 Q. Sorry.

21 A. He did send me one other item on the
22 4th, which was the only video that he had for the
23 move in, and that was the extent of our
24 conversation that evening.

25 Q. Does Reliant still have that video?

1 A. Yes.

2 Q. Can Reliant send that to Carson so that
3 Carson can provide it to me, please?

4 A. I believe it's been sent but I can send
5 it again.

6 Q. What does the video show?

7 A. Not a lot. The only -- it shows our
8 employee walking to the unit with Mr. Gariepy and
9 then back, but it does not show -- it's not from a
10 vantage point where you can see any unit numbers.

11 Q. What unit did they walk to in the
12 video?

13 A. That's what I mean, I can't tell. It's
14 not facing the units. It's from the side -- kind
15 of the side back of the building, and there are the
16 units right here. They walk this way so that's all
17 I can see is the side of the building.

18 Q. Are you familiar with the layout of the
19 property?

20 A. Somewhat. I have been there a few
21 times, yes.

22 Q. So would you be able to tell if it was
23 Unit L24 or L25?

24 A. No. Not to my -- not with the
25 knowledge that I have. I -- I did ask that

1 question to the regional and divisional, and no one
2 is certain that you can tell what unit No. it is.

3 Q. Who is the regional manager?

4 A. Brian Markheim.

5 Q. How do you spell his name?

6 A. Brian is B-R-I-A-N; Markheim is
7 M-A-R-K-H-E-I-M.

8 Q. Did you speak with Brian on your own
9 about this issue?

10 A. On my own, is that what you said?

11 Q. Yes, ma'am. Did you spoke with Brian
12 about this issue?

13 A. Yes.

14 Q. And what did Brian say about this
15 issue?

16 A. Again, is that we weren't certain
17 what -- what had happened in terms of the
18 accusation that was being made that Angela had told
19 them to move into a different unit than was on
20 their signed lease.

21 Q. And you said Sattler spoke with the
22 employee about this issue?

23 A. I believe so, yes.

24 Q. Did he obtain either a written or
25 recorded statement from this employee?

1 A. No.

2 Q. Did he receive any e-mails from this
3 employee about what took place?

4 A. Yes. I know -- okay. I -- I should
5 back that up. I know that that employee sent the
6 video and then there was also an e-mail that she
7 sent to Sattler saying that Mrs. Gariepy had called
8 and wanted us to contact the buyer of that unit and
9 offer him \$10,000 for the return of their items,
10 which we didn't [sic] do.

11 Q. Do you have proof that Reliant did
12 that?

13 A. I mean, I have it documented in an
14 e-mail, I believe.

15 Q. Did you compose that e-mail?

16 A. I did not.

17 Q. Who composed that e-mail?

18 A. I -- I would have to find it. I don't
19 have it in front of me -- let me see here.

20 Q. That's fine. If you could, provide
21 that to Carson as well?

22 A. Okay. I -- I believe I have something
23 it says -- yes, I have it from Brian that he wrote
24 to me and said "Sattler made contact and the winner
25 stated that the items had been sold at a flea

1 market."

2 Q. When did Reliant reach out to the
3 buyer?

4 A. Friday, the same day that we were made
5 aware.

6 Q. When were the items sold?

7 A. The auction ended on July 31st, 2023.

8 Q. Did Reliant send out any notices about
9 the sale of those items to any person?

10 A. No.

11 Q. Why not?

12 A. Because the items were not -- the
13 items -- I'm trying to think of the best way to say
14 this so that's very clear because I understand this
15 is a point of confusion.

16 Typically, if it would have been linked
17 to a tenant who was delinquent or in lien status,
18 we're required to send notices. Our understanding
19 was that L24, which was leased to another tenant
20 who was in lien status and went to auction, when we
21 checked on that unit there were items in there
22 after the auction, and it had sold at auction. And
23 so typically we would assume that the buyer did not
24 come collect the items which happens -- I don't
25 know if I would say reg- -- I couldn't say

1 regularly how often it happens, but it does happen.

2 And typically what we do when that
3 happens is then since those items have gone through
4 the auction process, we're able to dispose of those
5 items in any way we see fit. So we put them back
6 up on storage auctions, dot, com, as what we call a
7 build-up unit. So either, if the unit is full,
8 it's still the same items that went to auction,
9 if -- if we have several units where that happened,
10 which is why we call it a build-up, we combine all
11 the items into that one unit, put it up on storage
12 auctions and try to sell it again to try to get
13 some of the money back. And -- and that is what
14 happened in this instance.

15 Q. Has this happened before?

16 A. That one has moved into the wrong unit?

17 Q. Has Reliant sold the wrong storage unit
18 before?

19 A. I -- I'm trying to be specific. You're
20 talking about when someone has moved themselves
21 into a wrong unit that has never happened when I
22 worked at Reliant.

23 Q. How would a tenant move into the wrong
24 unit?

25 A. If someone said they vacated a unit,

1 and it hasn't been cleaned and secured yet, then I
2 would assume that's -- that's what they did since
3 it was next to the unit that they actually leased.

4 I can -- I can only -- you're asking --
5 I feel like you're asking me to assume something.
6 I know that in our notes it said that they were
7 confused about how to use the lock that was on the
8 unit that they actually leased, and the one next
9 to -- to L25 is L24. Now knowing what happened, it
10 had been vacated through the build-up sale and it
11 was open, and I'm assuming they moved in -- moved
12 themselves into that unit because they
13 misunderstood.

14 It is self storage after all. We don't
15 move people into the units. We don't -- we don't
16 direct them. We -- we don't care for their goods.
17 It is self storage.

18 Q. Did Unit L24 have a lock on the unit on
19 June 29th, 2023?

20 A. Well, that's -- that's the one that
21 they moved into so to move into it, no, there was
22 no lock on it.

23 Q. How do you know there was no lock on
24 it?

25 A. I don't know how else they would access

1 it.

2 Q. Isn't it true that the employee working
3 at that facility at that time led them into L25?

4 A. I -- I have no idea. I have nothing to
5 confirm that for you.

6 Q. So --

7 A. I know what our processes and
8 procedures are, and I know that they signed the
9 lease for L25 and were given the code to the lock
10 for L25.

11 Q. So it is Reliant's testimony today that
12 Reliant is unaware whether the employee working at
13 the time let my clients into L24?

14 A. I have -- I have no answer for that. I
15 do not know.

16 Q. Can you not answer it or you just don't
17 know?

18 A. No, I don't know. I have -- I have no
19 idea. I don't know why she would go to the trouble
20 of leasing them a unit. And -- which is not -- I
21 mean, it's not a long process, but it's not a short
22 process and then move them into the wrong unit.
23 That doesn't make any sense.

24 Q. Once a unit is sold at auction, how
25 long after that does it stay vacant for? Like how

1 long does that clean out process take?

2 A. It depends on the site, the volume of
3 foot traffic at the site, how many units are at the
4 site. So obviously, we want to get them cleaned
5 and secured as soon as possible, but that's --
6 that's a different answer every time.

7 Q. Do you know how long the clean-out
8 process is for this Oconee County location?

9 A. I do not know.

10 Q. Is that a question that's better
11 directed to Bek?

12 A. Yes.

13 Q. Are you sure?

14 A. I would imagine she -- are you asking
15 about that specific unit?

16 Q. No, I'm asking about that specific
17 location.

18 A. So I -- I don't know that she would
19 know that because I -- like I said, no one was
20 there that day. The only thing that I'm thinking
21 could be referenced is unit notes.

22 Q. What do you mean "nobody was there that
23 day"?

24 A. I mean between Bek and I.

25 Q. What would the unit notes show?

1 A. When -- when a unit is moved out of our
2 system, it would show -- it would show all the
3 documentation leading up to an auction. So, for
4 instance, the Gariepy's account you would find no
5 notifications were sent because their Unit L25 was
6 not in auction. It would show when payments are
7 made with credit cards. It would show when we sent
8 invoices, when we sent late notices, when we made
9 collection attempts, when it's moved out of this --
10 when moved in and moved out of the system, the
11 DaVinci lock codes that are sent potentially.

12 Q. What is or what are Reliant's retention
13 policies with the regards to those documents you
14 just mentioned?

15 A. Unit notes?

16 Q. Yes, ma'am.

17 A. They're stored in our software.

18 Q. What type of software do you use?

19 A. SiteLink.

20 Q. How long are those documents retained
21 in SiteLink for?

22 A. I believe I would ask that -- Bek --
23 my -- my understanding is for as long as we used
24 the software.

25 Q. So any and all unit notes for Unit L25

1 from, let's say, June 29th, 2023, to today's date
2 should still be in there?

3 A. Yes, sir. I pulled it this morning.

4 Q. What did you pull this morning?

5 A. The unit notes for L25.

6 Q. How many notes are there?

7 A. I don't remember.

8 Q. Did you pull unit notes for L24 for
9 that time period as well?

10 A. I did.

11 Q. And what did the unit notes say for
12 June 29th of 2023 for Unit L24?

13 A. I would have -- I would have to pull it
14 up. I could pull it up, if you want me to.

15 Q. That would be great.

16 A. Okay. Sorry. It takes a minute to get
17 logged in. So the only entry I have for June 29th
18 is that a credit card transaction was attempted for
19 the tenant whose unit was sold at auction.

20 Q. What does that mean?

21 A. So once it's sold at auction and the
22 process then -- in the process of -- of securing
23 moving them out of the system, if they're on our
24 autopay, then it's going to continue to try to
25 charge their card.

1 Q. Okay. So --

2 A. And it was -- it was declined
3 obviously.

4 Q. And when was Unit L24 sold at auction?

5 A. It was sold on -- I believe it was sold
6 the 21st of June. And then the buyer has a certain
7 amount of time to come pick up the items. I
8 believe it's 72 hours.

9 Q. Okay. So the buyer who purchased the
10 Unit L24 on June 21st, 2023, would have had about
11 until June 4th to get the items out?

12 A. I believe so. That's -- that's a
13 question for Bek. She would be able to answer more
14 to the auction process.

15 Q. Okay. What does Reliant do when a
16 buyer comes and takes items out of a unit that was
17 purchased at auction?

18 A. That's a question for Bek.

19 Q. Okay. So after that initial callback
20 to my clients on Friday about an hour after they
21 had e-mailed you, when did you speak with them
22 next?

23 A. I -- I don't remember.

24 Q. Did you speak with them again after
25 that point?

1 A. I -- I don't remember. I think I spoke
2 with them again that same night later. I'm -- I'm
3 not -- I don't remember.

4 Q. What was the nature of that second
5 conversation with them?

6 A. I don't remember because I don't
7 remember. I don't remember if I -- if I did speak
8 with them again a second time.

9 Q. Isn't it true that you told them that
10 their property was gone, and you didn't want them
11 to worry over the weekend?

12 A. If I told them not to worry over the
13 weekend, that was why -- that was me telling them
14 this is why I'm calling you because I wanted you to
15 know we're trying to -- obviously I -- I gave
16 instruction in an e-mail to make sure I contact the
17 buyer as they requested, which we would always make
18 that attempt. But, yes, I was -- I was -- to be
19 honest, I rarely call tenants. I -- I felt bad for
20 them as any individual would when you find out that
21 your items are gone. So I -- I was trying to make
22 sure that we were communicating as much as possible
23 and that they understood that we were attempting to
24 contact the buyer.

25 Q. Why did you feel bad?

1 A. Like I said, any -- any person who has
2 a heart would feel badly when someone tells you
3 that their items are gone. Regardless of the
4 circumstances of how they -- how they were taken
5 from them, any human being is going to feel badly
6 for someone.

7 Q. Does Reliant take responsibility for
8 this incident at all?

9 MR. SHEALY: Object to the form of the
10 question.

11 Go ahead and answer.

12 THE WITNESS: I'm sorry. What did you
13 say, Carson?

14 MR. SHEALY: I just objected to the
15 form of his question, but you have to -- you can go
16 ahead and answer.

17 THE WITNESS: Okay. I'm sorry. Can
18 you say that one more time, please.

19 BY MR. REITZ:

20 Q. Does Reliant take any sort of
21 responsibility for this incident?

22 A. Our rule of thumb is that if we have
23 clearly done something wrong, we try to make it
24 right. And if we're in the right, we're right. I
25 have no indication that we did anything wrong.

1 Q. What could have been done to prevent
2 this situation?

3 A. They could have referenced the unit
4 number on their signed lease.

5 Q. What do you mean by that?

6 A. They clearly leased L25 and moved
7 themselves into L24.

8 Q. Now, when they signed a lease for L25,
9 isn't it true that they were sent a certain access
10 code for that unit?

11 A. Correct. For --

12 Q. So --

13 A. -- for the lock on that unit, yes.

14 Q. How would they have gotten into L24
15 then?

16 A. As I said, it was open is my
17 understanding. It was unsecured. It was
18 unsecured.

19 Q. And why was it open?

20 A. Because it had just gone through an
21 auction.

22 Q. Now during the daily walk-throughs is
23 that not something that Reliant would catch if the
24 tenant had the property in a wrong unit?

25 A. If a tenant -- if a tenant had property

1 in a wrong unit? I think that's a question for Bek
2 because I'm not as familiar with the walk-through
3 process. I would be guessing, and I don't -- I
4 don't want to do that. I don't know.

5 Q. Okay.

6 A. It's difficult to know without looking
7 at the walk-throughs.

8 Q. When did Reliant learn that my clients
9 had moved into the wrong unit?

10 A. I believe it was the same day that I
11 spoke with the Gariepy's, which was August 4th.
12 That's my understanding. That would be a question
13 for Sam, who I believe you're deposing later.

14 Q. And is that Sam Maxwell that you're
15 referring to?

16 A. Yes.

17 Q. So it's Reliant's testimony today that
18 they didn't know my clients moved into the wrong
19 unit until about August 4th of 2023?

20 A. That's my understanding.

21 Q. Did Reliant not try to lease L24
22 between June 21st and August 4th?

23 A. I would have to -- I would have to
24 think through that honestly just because of the
25 circumstances with that being having a customer

1 lock on it. I'm assuming it would have shown as
2 rentable in the system since it was moved out after
3 the auction. I will be honest, I -- I haven't
4 dealt with this before so I would have to think
5 that through.

6 Q. Wouldn't Reliant realize that L24 was
7 vacant from June 21st until August 4th of 2023?

8 A. From when to when? I'm sorry.

9 Q. From June 21st, so once that unit was
10 sold at auction?

11 A. Uh-huh.

12 Q. Once all that -- all the contents
13 within that unit were either picked up or then
14 subsequently dispersed by Reliant, wouldn't Reliant
15 have realized that that unit was vacant until
16 August 4th of 2023?

17 A. Okay. But they moved -- it wasn't
18 vacant -- right? -- because the Gariepy's moved in
19 on the 29th, correct? I know I'm not supposed to
20 ask you questions. I'm sorry. There is a lot of
21 moving pieces that they leased on June 29th and
22 moved into L24 now we understand. So it wouldn't
23 have been vacant.

24 Q. Who was making payments for L24?

25 A. I don't know. No -- no one.

1 MS. ALLEN: Can we take a break?

2 MR. REITZ: Yeah, you can take a break
3 if you want.

4 THE VIDEOGRAPHER: All right. Off the
5 record at 11 o'clock. Let me know when you want to
6 come back.

7 MS. ALLEN: Just a bathroom break.

8 (A brief recess was taken.)

9 THE VIDEOGRAPHER: On the record at
10 11:07.

11 BY MR. REITZ:

12 Q. Jill, did you speak with your attorney
13 during that break at all?

14 A. I did not.

15 Q. Does Reliant know who was making
16 payments for Unit L24 from June 29th of 2023 to
17 August 4th of 2023?

18 A. I would have -- I'd have to go into
19 accounts and think it through.

20 Q. Is that information that Reliant could
21 obtain today, though?

22 A. I don't know about today because I
23 would be the one obtaining it, and I have
24 back-to-back meetings for the rest of the day.

25 Q. I understand you're busy, Jill. I

1 meant is that information that would be available
2 at some point, though, currently?

3 A. I can produce account information
4 certainly. As I said, it's stored in SiteLink.

5 Q. Does Reliant know who was making
6 payments on L25 from June 29th, 2023, until about
7 August 4th of 2023?

8 A. I can produce account information for
9 any unit.

10 Q. Isn't it true that my clients were
11 paying for Unit L25 from June 29th to about August
12 4th?

13 A. If I -- my direction was to refund them
14 that money. But, yes, I believe they were paying
15 on the unit. I think we provided the ledger and
16 all of their payments.

17 Q. Right. But I'm asking does Reliant
18 know, are they aware and isn't it true that my
19 clients were paying for L25 from June 29th of 2023
20 till August 4th of 2023?

21 A. That's never been in dispute, and I can
22 produce their account information and payment. We
23 have already produced their payment information.

24 Q. And is it Reliant's testimony today
25 that Reliant was not aware that my clients items

1 were in L24 until August 4th of 2023?

2 A. Correct.

3 Q. At any time between June 29th and
4 August 4th, did Reliant note whose property was in
5 L24?

6 A. Between June 29th and August 4th you
7 said?

8 Q. Yes.

9 A. I mean, I wasn't aware. I can't speak
10 for anyone else, but after speaking with everyone,
11 it didn't seem like anyone was aware that they had
12 moved into the wrong unit until August 4th.

13 Q. Okay. And you understand that you have
14 been designated as Reliant's deponent for today's
15 deposition, correct? So you're here to testify on
16 behalf of Reliant. Do you understand that?

17 A. Yes.

18 Q. Okay. But your testimony --

19 A. Do you understand that I work at
20 corporate, though. I don't work at our sites.

21 Q. So is it Reliant's testimony that
22 Reliant does not know whose property was in Unit
23 L24 from June 29th until August 4th of 2023?

24 A. Can you say that again, please.

25 Q. Yeah. So is it Reliant's testimony

1 today that they're not aware whose property was in
2 L24 from June 29th, 2023, to August 4th of 2023?

3 A. Yes.

4 Q. How were they not aware of that?

5 A. Okay. You're -- you're confusing me
6 with talking about Reliant. There is a difference
7 to me between what corporate knew and potentially
8 what a site employee knew or a management staff
9 knew. As far as Reliant Corporate, I was not
10 aware. Reliant was not aware until August 4th.
11 How -- how -- how that played out at the site, I
12 couldn't tell you because I don't work at that
13 site. I know that we have -- I have never had this
14 situation before. I have never had a tenant move
15 into the wrong unit, and we have put their items
16 into a build-up and sold them. So in some ways
17 it's requiring a bit of mental hula hoops in this
18 conversation to try to provide correct answers.

19 Q. Who would be the best person to speak
20 to about who would know whose property was in that
21 unit during that particular time period?

22 A. You would have to speak to the site
23 employee, Angela Swafford.

24 Q. And during that time period, who did
25 Angela work for?

1 A. Reliant.

2 Q. And isn't it true that Reliant is
3 responsible for Angela's actions that were
4 conducted in the course and scope of her
5 employment?

6 A. Honestly, I would have to look at how
7 our lease reads in these instances.

8 Q. What does the lease have to do with
9 Angela's scope of employment?

10 A. What do you mean by "scope of
11 employment"?

12 Q. What were Angela's job duties when she
13 worked with Reliant?

14 A. I believe we provided job descriptions.

15 Q. Right. But I'm asking you today to
16 answer in a deposition what were Angela's job
17 duties when she worked with Reliant?

18 A. You want me to read you the job
19 description? I don't have it in front of me. I
20 thought that was why we produced all of this
21 information.

22 Q. What was Angela's job title?

23 A. Assistant manager.

24 Q. What does an assistant manager do at
25 the location?

1 A. So I think that might be a question for
2 Bek because she could read you the job description
3 that we provided. I don't have it in front of me.
4 I could give a -- I could give a synopsis of what
5 their job duties are, but if you are -- if you -- I
6 feel like you're asking me do I know what every one
7 of our employees does every day in terms of whether
8 they're doing their job duties? No, I don't know
9 that information. As I said, we have over 90
10 facilities.

11 Q. No. I was asking you about Angela
12 Swafford not all of your --

13 A. She would be one of our employees at
14 over 90 facilities. So I'm not able to speak to
15 every employee every day and say this is your job
16 duty. Did you do this today? This is your job
17 duty. Did you do this today? That's not able to
18 happen.

19 Q. So what is the brief synopsis of what
20 an assistant manager does?

21 A. So that could range from anything from
22 cleaning the facility, the bathrooms, sweeping and
23 mopping, walk-throughs, leasing people up,
24 obviously. So there are sales involved, just the
25 general care of the facility and our tenants.

1 Q. Would Angela have a duty to make note
2 when a unit becomes vacant?

3 A. It would be in the system, yes.

4 Q. Would Angela have had a duty to note
5 that Unit L24 was sold at auction on June 21st of
6 2023?

7 A. Yes.

8 Q. Did she?

9 A. That's in the unit notes. I read them
10 to you.

11 Q. Would Angela then have a duty to make
12 sure that that unit was cleaned out within the next
13 72 hours, roughly?

14 A. As I said, it depends on the volume of
15 the traffic at the site, the number of units, a lot
16 of things factor into that.

17 Q. Is that a yes or no?

18 A. You're giving a time frame, and I
19 cannot give you a time frame. Is she supposed to
20 do that? Yes. When does that happen? I can't
21 tell you.

22 Q. And how does an assistant manager
23 ensure that a unit is cleaned out after it's
24 purchased at auction?

25 A. That would be a question for Bek.

1 Q. Okay. Can we move to Plaintiff's
2 Exhibit No. 9, please. If you could pull that up
3 in front of you.

4 (EXHIBIT 9, E-Mail, 8-16-23, was marked
5 for identification.)

6 THE WITNESS: Sorry. I must have
7 closed the screen when I was pulling up SiteLink.
8 Give me one moment, please. And I'm sorry, you
9 said what exhibit?

10 BY MR. REITZ:

11 Q. Exhibit No. 9?

12 A. 9. Yes, sir.

13 Q. The first page of Exhibit 9, is this an
14 e-mail that you sent to Tyler Vaccarella?

15 A. Yes.

16 Q. Who is Tyler?

17 A. I have no idea. I don't know who I was
18 talking to. He represented himself as the
19 Gariepy's attorney.

20 Q. Would you mind reading this e-mail into
21 the record, please?

22 A. The first one?

23 Q. Yes, ma'am.

24 A. One -- I don't -- I'm losing it for
25 some reason one second, please. There it is.

1 Okay.

2 "Please inform your clients that they
3 are not to return to our site, call our site, or
4 send uniform officers to question our staff. Our
5 site employee are hourly associates and have
6 nothing to add to this conversation. They are not
7 authorized to speak on behalf of Reliant."

8 Q. Why did you send that e-mail to Tyler?

9 A. Because what -- what was initially
10 conversations about some type of misunderstanding,
11 somehow turned into a police report being filed
12 that we had stolen their items. And there were
13 officers coming -- coming to our facility to
14 question Sam Maxwell who had absolutely nothing to
15 do with this instance. She -- she had nothing to
16 do with what happened. So, no, I don't want
17 anybody harassing my hourly associates. They're
18 not paid enough for that.

19 Q. How was Sam Maxwell being harassed?

20 A. When you are presented with a uniformed
21 officer saying that someone stole their items,
22 that's frightening to someone who makes somewhere
23 between 15 and \$20 an hour. It would be
24 frightening to anyone.

25 Q. Did Sam tell you that she was scared?

1 A. I did not speak to Sam directly about
2 that instance, but I'm going to protect my staff at
3 all times.

4 Q. And how do you protect your staff at
5 all times?

6 A. By sending an e-mail like that and
7 telling them not to come to the site again or send
8 officers or accuse people of stealing items.

9 Q. Who made the accusations?

10 A. To my knowledge, the Gariepy's. And
11 for the record, Sam Maxwell has to be one of the
12 sweetest employees on our staff and would never be
13 involved in anything like that and -- and is more
14 quiet and timid. And so, yes, I assumed that that
15 was frightening to her.

16 Q. Is she currently employed with Reliant?

17 A. Yes. She is one of our best employees.

18 Q. How do you rate your employees on what
19 sort of scale?

20 A. Do annual -- annual reviews every June.

21 Q. What is Sam's review going to reflect
22 this upcoming June?

23 A. June 2024?

24 Q. Sure.

25 A. I would give her the highest rating

1 possible. She is one of our best staff members.

2 Q. Would you go to the second page of
3 Exhibit No. 9?

4 A. Okay. Yes.

5 Q. At the top, it looks like that is the
6 end of that first -- is it true that you included
7 in there, "our attorney will be in touch"?

8 A. Yes. Because at this point, I
9 didn't -- I wasn't even comfortable speaking about
10 it anymore.

11 Q. Who was your attorney --

12 A. -- without being represented -- I'm
13 sorry?

14 Q. Who was your attorney at that time?

15 A. I had pushed this to Property Casualty;
16 so I was waiting to be assigned someone.

17 Q. And would you mind reading into the
18 record the e-mail that you sent to Tyler on August
19 14th, 2023?

20 A. The one sent at 6:14?

21 Q. Yes, ma'am.

22 A. Okay. "Tyler, I understand that is
23 what your client is telling you. However, we do
24 not oversee move ins. The tenant stores at their
25 own risk. We simply rent them a space. There is

1 no such thing according to our procedures as an
2 annotation. If they requested to change units as
3 you say, our employee would have to fill out a new
4 lease with the correct unit number and secure the
5 tenants signature. And to be clear on our process,
6 every unit that is leased has a lock on it that has
7 a unique code assigned to the tenant. L25 the
8 correct unit number that your clients requested and
9 for which they signed a lease, correctly had a lock
10 on it."

11 "The lock allows the tenant time to
12 move in their things and secure the unit until
13 they've purchase their own lock. The only time the
14 unit is left unlocked is when we're readying the
15 unit for the next tenant. Once the unit is cleaned
16 out and the account moved out of our system, it's
17 secured with one of our DaVinci locks. All of this
18 is explained to the tenants either by our in-office
19 staff and/or electronically with online leasing."

20 Q. So L24 was sold on June 21st --
21 correct? -- at auction?

22 A. Yes.

23 Q. And my clients allegedly incorrectly
24 moved into L24 on June 29th, correct?

25 A. Correct.

1 Q. When they moved in on June 29th, L24
2 must have been vacant, correct?

3 A. I don't know. I would assume so.

4 Q. Would they move into a unit that was
5 filled with other property?

6 A. I wouldn't think so, but I also
7 wouldn't think they would move into the unit with
8 the wrong number.

9 Q. So is it Reliant's testimony today the
10 when my clients moved into L24 on June 29th was L24
11 vacant?

12 A. As I said, I would assume so.

13 Q. Okay. So in looking at the e-mail that
14 you sent to Tyler, you said once the unit is
15 cleaned out and the account moved out of our
16 system, it's secured with one of our DaVinci locks.

17 So if my clients moved into a vacant
18 unit on June 29th, how would they have gotten
19 through a secured DaVinci lock by themselves if
20 they were not sent an access code for L24?

21 A. So you're assuming there was a DaVinci
22 lock on that unit?

23 Q. Wasn't L24 auctioned on June 21st?

24 A. Correct. But then there is time for
25 the buyer to come pick it up, and as I said, that's

1 that timeline I'm talking about, it depends on the
2 staffing. It depends on the size of the property.
3 How many units were there. How many units were
4 going to auction. I mean, that is a movable
5 timeline. Ideally, yes, we want to secure it as
6 soon as possible so that these things wouldn't
7 happen. But, again, your client signed a lease
8 with a very specific unit number and was assigned a
9 very specific code for the DaVinci lock on that
10 unit.

11 Q. Didn't you just testify that when my
12 clients moved in on June 29th that L24 was more
13 than likely vacant?

14 A. Yes.

15 Q. So pursuant to your policies, as you
16 cited in your e-mail to Tyler, would that unit have
17 had to have been secured with a DaVinci lock if it
18 had just been cleaned out?

19 A. And that's what I'm telling you the
20 timeline -- I don't know what the timeline was. I
21 don't know how -- it depends on the site. It
22 depends on the staff. It depends on the volume of
23 business at the moment, how quickly that is able to
24 happen. But, again, it's self storage. We lease
25 someone up, give them a specific unit number with a

1 specific code for the lock, and they move
2 themselves in.

3 Q. So then why did an employee walk over
4 to the units with my clients on the date that they
5 moved in?

6 A. I have no idea. That is a question for
7 Angela Swafford.

8 Q. Did you ever ask Angela?

9 A. No. Because by August 4th, she was no
10 longer employed with us.

11 Q. Why --

12 A. I'm sorry. What did you say? I'm
13 sorry. I didn't hear you.

14 Q. Why was she no longer employed with you
15 by August 4th?

16 A. She quit.

17 Q. Do you know why she quit?

18 A. I do not know why she quit. I know
19 that she had three no call, no shows, and that is
20 the voluntary resignation.

21 Q. Oh, so she didn't show up for work?

22 A. Correct.

23 Q. Does Reliant keep records of when a
24 unit is secured with a DaVinci lock once it's been
25 cleaned out?

1 A. That would be a question for Bek.

2 Q. All right. Would you go to that third
3 page, please, in Exhibit No. 9.

4 A. Okay.

5 Q. Is this an e-mail that you sent to
6 Tyler on August 14 at 4:32 p.m.?

7 A. Correct.

8 Q. Could you please read that into the
9 record?

10 A. "Tyler, I can only relay the facts as
11 we know them. Your client was issued a unit number
12 on their signed lease in our property at Seneca,
13 South Carolina. They moved their items into the
14 incorrect unit which was later sold at auction. We
15 have refunded their payment in its entirety and
16 moved their information out of our system so they
17 will not be charged again. The tenant asked us to
18 reach out to the buyer of the unit sent to auction
19 to ask if any of the items could be returned, which
20 we immediately did, but he had already disposed of
21 the items. Thank you."

22 Q. Which payment did you refund to my
23 clients?

24 A. I believe, if I remember correctly, I
25 asked Brian to refund them entirely for any money

1 they had paid us.

2 Q. Why?

3 A. As an -- as an act of goodwill act
4 because I felt badly for them.

5 Q. Why did you feel bad for them?

6 A. Again, any human being would feel bad
7 for another human being whose items were lost or
8 lost to them.

9 Q. Is that what happened? My client's
10 items were lost?

11 A. By selling them in a build-up unit,
12 yes.

13 Q. And who sold them in a build-up unit?

14 A. That's our -- that's our process
15 portfolio wide. When -- if we -- if our
16 understanding is that the buyer did not come to
17 pick up the items or didn't take all of the items,
18 we put that -- we make a decision to either put
19 that back up as a build-up unit and try to get --
20 recoup some of the money that was lost or if it's
21 considered junk, we'll toss it or contact a junk
22 removal service.

23 Q. So who sold my client's unit in a
24 build-up auction?

25 A. Storage Auctions, dot, com.

1 Q. Did Reliant inventory the items in my
2 client's unit before it was sold at auction?

3 A. Yes. I have photos. I believe those
4 were provided.

5 Q. What else does Reliant do when
6 conducting an inventory other than take photos?

7 A. That is a question for Bek.

8 Q. Do you have any knowledge of the
9 items -- the type of items that were in my client's
10 unit?

11 A. Yes. I actually was curious myself and
12 I -- the photos as they came through my e-mail, I
13 couldn't see very well. So I actually when on
14 social media for Arlene to see what we were talking
15 about -- what kind of items we were talking about.
16 So I saw where she was offering \$10,000 for someone
17 to return their items. I believe it was either
18 Arlene's page or the daughter's page, and I looked
19 through the items to see what they were.

20 Q. What did you gather when you looked
21 through those items?

22 A. What I saw looked like a lot of
23 sentimental items, which actually is -- is against
24 the lease. You're not supposed to store
25 sentimental items. That -- that was my gathering

1 of a lot of it was childhood things, things from
2 family that would be important only to that family.
3 That's -- that's what I saw.

4 Q. Is that the first thing you looked for
5 was sentimental items?

6 A. No. I just scrolled through photos. I
7 would imag- -- like as a mother myself, if that had
8 happened to me, those would be the photos I would
9 post first and cared the most about. Other things
10 are replaceable. There are certain things that
11 aren't replaceable, which is why we tell people not
12 to store them.

13 Q. Did you know that my clients had stored
14 family member ashes in their unit?

15 A. I was not aware. Again, that -- to me
16 that would fall under a sentimental item that
17 shouldn't be stored there because it's unable to be
18 replaced like furniture, say.

19 Q. Did you speak with the buyer of the
20 unit?

21 A. I did not.

22 Q. Do you know who the buyer is?

23 A. Yes, I do.

24 Q. Who is the buyer?

25 A. I personally -- I don't -- I -- is that

1 something I have to divulge? Because I feel like
2 that's private. We don't give that information out
3 for any of our buyers. We act as the go between.
4 If -- if someone is asking for something like if
5 they did let us know they stored ashes or something
6 and they're not supposed to, we will contact that
7 buyer in many instances to try to get that back for
8 them. We do whatever we can do.

9 Q. Before you contacted the buyer, did my
10 clients tell you that their family member ashes
11 were in the unit?

12 A. Not to my knowledge. That -- this is
13 the first I'm learning of that.

14 Q. But, you know, I'm sorry. I -- ask and
15 answer your question, I will allow your attorney to
16 instruct you whether you need to answer the
17 question. That's not my job to do. Otherwise, my
18 question remains, whose the buyer?

19 MR. SHEALY: You can go ahead and
20 answer it, Jill.

21 THE WITNESS: Okay. Raymond Marchand.
22 BY MR. REITZ:

23 Q. And isn't it true that Ray Marchand has
24 been in the business of buying storage units for
25 about 12 to 14 years?

1 A. I have no idea.

2 Can I just say one thing quickly on the
3 record. I -- I was told that this was going to be
4 like a very high level, high level questions today
5 from a corporate view. You're asking me things
6 about tenants and specific units and -- and buyers
7 for our units. I'm not going to have that
8 information. I -- I was prepared to speak to the
9 list that was -- that I told you that Bek and I had
10 reviewed this morning. The questions you're asking
11 are -- I was not prepared to answer a lot of these
12 just to be clear. It would take a great deal of
13 research on my part, and I would have had to know
14 the kind of questions you were going to ask today
15 to be helpful.

16 But, no, I don't have any record of our
17 buyers. I don't -- I don't check on our buyers. I
18 don't look into our buyers. I have no idea.

19 Q. Did any Reliant employees speak with
20 the buyer after July 31st of 2023?

21 A. Not to my knowledge. The last e-mail
22 that I see -- not to my knowledge. Not in any
23 communication I have, and I don't remember. I
24 think -- I think it was just that one conversation,
25 and he told us that everything was gone.

1 Q. When was that one conversation?

2 A. That was the date of -- that we
3 discovered this on August 4th. Brian e-mailed me
4 and said: "Miss Jill, Sattler made contact, and
5 the winner stated the items had been sold at a flea
6 market."

7 That was -- and, again, that was within
8 a couple hours of us even understanding what
9 happened. And, again, on a Friday evening, I
10 actually was out to dinner having a family dinner
11 when I got the phone call. I called them on the
12 way home from dinner; so I do feel like we went
13 above and beyond to try to help them as much as
14 possible.

15 Q. If Ray provided a sworn affidavit that
16 said a Reliant employee contacted him on or about
17 August 4th and indicated that they had sold the
18 wrong unit, would Reliant have any reason to
19 believe that's not true?

20 A. I'm sorry. You have an affidavit
21 you're saying -- saying that?

22 Q. No, ma'am. My question was if Ray
23 provided a sworn affidavit stating that a Reliant
24 employee had contacted him on or about August 4th,
25 2023, would Reliant have any reason to believe that

1 is not true?

2 A. That a Reliant employee contacted him
3 on August 4th? No, I would say that is true. Is
4 that what you said? I'm sorry.

5 Q. If Ray provided a sworn affidavit that
6 a Reliant employee contacted him on or about August
7 4th and indicated they had sold the wrong unit?

8 A. Oh, okay.

9 Q. Would Reliant have any reason to
10 believe that is not true?

11 A. I would say that this is a very
12 confusing situation. So how -- how something was
13 stated, no, I wouldn't say he is lying. I would
14 just say as we're speaking about it, it's a very
15 confusing situation, and I wouldn't count on,
16 number one, an employee stating it exactly right,
17 and I wouldn't count on a buyer to remember exactly
18 what was said either.

19 I can see a situation where someone
20 would try to just recap what was said, but if -- if
21 your inference is that we're -- we're taking
22 responsibility for it, no, I'm not going to agree
23 with that. To be clear, on August 4th, we were
24 still trying to figure out exactly what had
25 happened. We were still waiting for a video to

1 come in. Again, Angela was gone at that point; so
2 we were all very much within the time period of us
3 finding out trying to figure out ourselves what had
4 happened.

5 Q. What's confusing about the situation?

6 A. As I said, I have never dealt with this
7 situation before where someone has moved themselves
8 into the wrong unit, and it's confused as a
9 build-up. I've never had this happen since I have
10 been employed that I have dealt with.

11 Q. And did this situation occur solely
12 because of the acts of my clients?

13 A. Again, you would have to speak with
14 Angela, but without speaking with Angela, yes, they
15 should have moved into the unit that had the --
16 unit number that was on the signed lease. That is
17 how we operate this business. We -- we can't have
18 people moving into any unit they want to move into.
19 We wouldn't have a business anymore.

20 I don't understand a world in which
21 someone would do that and not go to the office and
22 say, I -- I don't like -- for whatever reason, I
23 don't want to be in this unit. I want to be in
24 this unit that maybe appears to be vacant. I'm not
25 leaving this property until I have a signed lease

1 with that unit number. I mean, I don't -- I really
2 don't understand that. That's like buying a house,
3 and then the house next door is for sale, and you
4 say I signed the paper work for this one, but I'm
5 going to move into this one. It doesn't make any
6 sense from a customer standpoint.

7 Q. You think my clients wanted to put
8 their property in L24?

9 A. I have no idea. I know they moved into
10 L24, whether they did it on purpose or not, I don't
11 know. I -- I believe that somewhere in the notes
12 it says they were confused about the DaVinci lock;
13 so I don't know if they confused the units. I
14 don't know. I wasn't there.

15 Q. What date is that note in which it
16 states that they were confused about the DaVinci
17 locks?

18 A. That is a question for Bek because I
19 think she is the one that read it to me this
20 morning.

21 Q. Okay. Jill, would you mind briefly
22 describing to me again your job duties with
23 Reliant?

24 A. So I am the asset leader. So the
25 entire portfolio rolls up to me. So I oversee

1 anything from -- I do site visits to make sure that
2 properties are adhering to our standards in terms
3 of cleanliness. I review financials. I provide
4 recording and information. I handle any kind of
5 claim issue. I oversee our HR department. I
6 oversee our corporate office. And then so any --
7 obviously, any like personnel issues, I'm meeting
8 with my team all the time to discuss.

9 Q. What sort of personnel issues do you
10 handle?

11 A. What sort of personnel issues?

12 Q. Yes, ma'am.

13 A. Anything from -- well, we have -- we
14 have weekly meetings where -- with our -- my
15 regional and divisional managers, where we kind of
16 open it up to any what do I need to know. So that
17 can be anything from -- from a tenant -- someone
18 who is having a tenants issue or an infraction
19 issue. It can be related to leaves of absence,
20 terminations, we talk about. I'm involved in some
21 of the hiring conversations. I mean, just whatever
22 issue where they need guidance.

23 Q. Does that include any issues involving
24 an employee not showing up for three days?

25 A. Yes, uh-huh, yes.

1 Q. So would you have been responsible for
2 looking into why Angela didn't show up for three
3 days?

4 A. We don't -- we don't. The market
5 manager or the -- the market manager might reach
6 out when someone doesn't show up for work. If I
7 remember right on the e-mails, because I was on
8 that thread, I don't believe she was responsive at
9 all. No one was hearing from her. And so we
10 always when someone doesn't show up for work in
11 terms of the choice of terminating or letting them
12 resign, we always go with the three no call, no
13 show, and it's a voluntary resignation which is
14 what happened with Angela. I -- I believe her last
15 day of work with us was July 26th.

16 Q. Did Reliant ever get in touch with
17 Angela sometime after that to see, I mean, if she
18 was okay or why she just didn't show up?

19 A. No. Well, besides, like I said, if
20 someone doesn't show up for work, typically, the --
21 the market manager would try to reach out and find
22 out if they're running behind or what happened.

23 Q. And the market manager that's Sattler,
24 right?

25 A. Sattler, yes.

1 Q. Sattler. Okay.

2 A. Yes.

3 Q. So he would have been the manager that
4 would have potentially reached out to Angela?

5 A. I would think so, yes.

6 Q. Do you know if Sattler reached out to
7 Angela?

8 A. I -- if I can pull up my e-mail. So on
9 July 28th, Brian, who at the time was Sattler's
10 supervisor, reached out and said: "Good morning,
11 Sattler. I take it we did not hear anything from
12 Angela."

13 Sattler said: "No, sir. I'll get a
14 change form sent up as soon as possible."

15 Q. Is that Brian Markheim you're referring
16 to?

17 A. Yes, correct.

18 Q. What are the -- what are the job duties
19 of a market manager?

20 A. So they tend to oversee our properties
21 anywhere from some, say, three properties to -- I
22 would have to look at our org chart, but I would
23 say maybe potentially eight properties. It just
24 depends. So they would be responsible for just
25 providing coverage when -- when somebody just

1 doesn't show up for work. They're responsible for
2 finalizing payroll, checking to make sure that
3 sites are open every day in case somebody didn't
4 show up. They're checking time cards, approving
5 time card corrections. They would be responsible
6 for sending up any kind of documentation related to
7 an attendance infraction or what we call an
8 accountability infraction. So they -- they answer
9 for those locations.

10 Q. Okay. Understood. Jill, I think I
11 might be done with questions directed at you. I'm
12 just going to check my notes really quick. Okay?

13 A. Okay.

14 Q. Yeah, Jill I think I'm all set with
15 questions directed at you.

16 A. Okay.

17 Q. I appreciate your time and patience.
18 Is there anything else you would like to say with
19 regards to this matter?

20 A. No, sir.

21 Q. All right.

22 THE VIDEOGRAPHER: All right. Is there
23 any follow up from anyone?

24 MR. SHEALY: Nothing from me.

25 THE VIDEOGRAPHER: Okay. All right.

1 We're off the record at 11:54.

2 (The witness, after having been advised
3 of her right to read and sign this transcript,
4 waives that right.)

5 (The deposition concluded at 11:54
6 a.m.)

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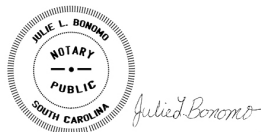
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CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto
affixed my official seal this 13th day of December,
2023, at Charleston, Charleston County, South
Carolina.



Julie L. Bonomo
Court Reporter
My Commission expires
July 28, 2027

I N D E X

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(No Information Requested)

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1 STATE OF SOUTH CAROLINA

2 COUNTY OF OCONEE

COURT OF COMMON PLEAS
FOR THE 10th JUDICIAL
CIRCUIT

3

4

Arlene Gariepy, Lee Gariepy, Kimberlee Elliott
and Noah Gariepy,

6 Plaintiffs,

7 vs. Case Number: 2023-CP-37-00716

8 Midgard Self Storage Seneca, SC, LLC, and
Reliant Real Estate Management, LLC,

9

Defendants.

10

11

12 VIDEO TELECONFERENCE

13 DEPOSITION OF: SATTLER VAN DYNE

14 DATE: February 2, 2024

15 TIME: 10:00 a.m.

16 LOCATION: Virtual -- Zoom

17 TAKEN BY: Counsel for the Plaintiffs

18 REPORTED BY: Roxanne Easterwood, RPR

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11
12 ALSO PRESENT:

13 Rebekah Allen, Hayley Van Dyne, Arlene
14 Gariepy

15
16 (INDEX AT REAR OF TRANSCRIPT)
17
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P R O C E E D I N G S

* * * * *

(Exhibit A, Reliant Org Chart, marked
for identification.)

(Exhibit B, Midgard New Hire Training
Breakdown, marked for identification.)

(Exhibit C, Reliant Field Procedure
Manual, marked for identification.)

(Exhibit D, 6/39/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit E, 6/30/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit F, 7/11/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit G, 7/15/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit H, 7/18/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit I, 7/20/23 Walk-Thru Sheet,
marked for identification.)

(Exhibit J, Jill Van Dyne Transcript
Excerpt, marked for identification.)

(Exhibit K, Email Correspondence, re:
L24, marked for identification.)

SATTLER VAN DYNE

Sattler Van Dyne--Direct Examination by Mr. Reitz Page 4

1 being first duly sworn, testified as follows:

2 EXAMINATION

3 BY MR. REITZ:

4 Q. Good morning, Sattler. Would you mind
5 stating your complete name for the record?

6 A. Sattler Joel Van Dyne.

7 Q. Sattler, what is your date of birth?

8 A. 7/21/03.

9 Q. Where do you currently live?

10 A. I live in Greenville, South Carolina.

11 Do you want my full address or just the city?

12 Q. City is fine. That makes you how old
13 today?

14 A. Today I'm 20.

15 Q. What do you do for a living?

16 A. I'm a market manager for Reliant Real
17 Estate Management.

18 Q. What are the job duties and
19 requirements of a market manager?

20 A. Market managers are responsible for,
21 typically, a group of self-storage facilities for
22 the company. It can kind of vary, the amount of
23 them, but they're responsible for just the general
24 operations, overseeing the staff for those
25 facilities.

1 Q. How many facilities do you oversee?

2 A. Currently, I have 16.

3 Q. Sixteen facilities?

4 A. Yes.

5 Q. And in what states are those
6 facilities located in?

7 A. All in South Carolina.

8 Q. Have you had a chance to see the
9 exhibits that I sent over to Carson?

10 A. You're asking me?

11 Q. Yes.

12 A. I have not, no.

13 Q. Before I start showing the exhibits,
14 let me go through some general instructions.
15 Okay?

16 A. Okay.

17 Q. Have you had a deposition taken
18 before?

19 A. I have not.

20 Q. So, obviously, I'm going to ask you
21 some questions. If you don't understand
22 something, want me to repeat something, just ask
23 me, and I'll rephrase it or repeat it. I want to
24 make sure that you understand the question. And I
25 want you to know that if you give an answer, I'm

1 going to assume that you understood my question
2 and that your answer is truthful. Okay?

3 A. Okay.

4 Q. For purposes of the court reporter,
5 let's try our best not to talk over one another.
6 I know it's difficult because we're on Zoom. I'll
7 do my best in letting you respond fully. And
8 let's keep the answers verbal, with yes or no,
9 because the court reporter can't pick up head
10 nods. Does that make sense?

11 A. That makes sense, yes.

12 Q. Are you under the influence of
13 anything today that would prohibit you from giving
14 truthful testimony?

15 A. No.

16 Q. And, Sattler, just because we're not
17 in a court room in front of a judge or a jury,
18 your testimony today is under oath. So your
19 answers are expected to be truthful to the best of
20 your ability. Do you understand that?

21 A. I understood that, yeah.

22 Q. Did you do anything to prepare for
23 today's deposition?

24 THE WITNESS: Is that something I can
25 answer, Carson?

1 MR. CARSON: Yes, you can tell him we
2 talked. Just don't tell him what we talked about.

3 THE WITNESS: Yes, I talked with
4 Carson.

5 BY MR. REITZ:

6 Q. So you spoke to Carson. Did you
7 review any documents before today's deposition?

8 A. I did.

9 Q. Did you review any video surveillance
10 before today's deposition?

11 A. I had partially seen some. I was
12 involved in pulling the footage. So I had seen
13 some in doing that, but not recently, no.

14 Q. Do you have a recollection of the
15 incidents and why we're here today, the facts of
16 this lawsuit?

17 A. I do, yes, sir.

18 Q. I'm going to try to share my screen.
19 Okay?

20 A. Okay.

21 Q. Let me know if you're able to see it.

22 A. Looks good.

23 Q. Did you say you had seen these
24 exhibits that I sent over to Carson yet?

25 A. I don't believe so. No, I haven't.

1 Q. Bear with me, Sattler. I apologize
2 about the delay.

3 A. You're fine.

4 Q. So I marked this as Exhibit A for
5 today's deposition. This was produced in
6 discovery responses by Reliant and Midgard, and
7 this appears to be the corporate structure of
8 Reliant. Is that your understanding for what you
9 see?

10 A. It is, yes.

11 Q. I see -- is that you listed there,
12 Sattler Van Dyne, market leader?

13 A. Yes, sir.

14 Q. Could you sort of explain this chain
15 of command right here from your name down and then
16 with regards to Brian Markeim, who is above your
17 name?

18 A. Yes. It's a little confusing, but
19 those are peers, basically, just in different
20 states. Yes. Then we go up to our direct
21 supervisor, was Brian Markeim; and then his
22 supervisor, Kristie; her supervisor, Jill; her
23 supervisor, Kolin; and then the owner, Todd.

24 Q. So you worked with Jessica Williams,
25 Linda, Madison, Amanda, and Paul, listed beneath

1 you?

2 A. Could you clarify, like, work with?
3 Do you mean just acquaintances or, like, work with
4 daily?

5 Q. I believe you mentioned peers. Were
6 you guys sort of on the same level, I guess, if
7 you will, with Reliant?

8 A. Correct. Yes. Yes, sir.

9 Q. Now, the facility that we're here for
10 today in Seneca, South Carolina, are you familiar
11 with that facility?

12 A. Yes, sir.

13 Q. And is that one that you are in charge
14 of?

15 A. It is.

16 Q. Is there any other market leader on
17 this list, Exhibit A, here that is responsible for
18 overseeing that facility?

19 A. No. Since they came into the company,
20 it's been under me.

21 Q. How many employees work at that
22 facility?

23 A. Currently, we have two.

24 Q. What are their names?

25 A. The current employees?

1 Q. Yes.

2 A. Dennis Compton and Jeremy Hutchins.

3 Q. When did Dennis start working there?

4 A. Dennis started working there in -- I
5 believe in November is when he came on.

6 Q. November of 2023?

7 A. Correct. Yes, sir.

8 Q. When did Jeremy start working there?

9 A. Jeremy just started working there in
10 January.

11 Q. How many employees were working at
12 this facility in June of 2023?

13 A. At the time, there were two that were
14 assigned to that facility. There were others that
15 we would pull in for various reasons, like
16 coverage or things like that. But that were
17 actually assigned to the facility, only two.

18 Q. Who were those two employees that were
19 assigned to the facility?

20 A. That was Angela Swafford and Amy Long.

21 Q. Are either of them still employed, do
22 you know?

23 A. No, sir.

24 Q. When did Angela stop working there?

25 A. Angela stopped working there towards

1 the end of July, I believe.

2 Q. When did Amy stop working there?

3 A. Amy, probably more towards beginning
4 to mid of July.

5 Q. So would it be your responsibility to
6 oversee the work that Angela and Amy did at that
7 time?

8 A. That's correct, yeah.

9 Q. Were you responsible for training them
10 when they started with you guys?

11 A. No, sir. That would be -- we have --
12 at the time we had field trainers, as well as
13 senior trainers. They're the ones that are
14 responsible for teaching policy and training of
15 the employees.

16 Q. Who were the field trainers for that
17 particular facility?

18 A. It kind of varies, because I believe
19 both of them were trained by Brittany Briggs, and
20 then the senior trainers were, at the time, I
21 believe, Carea Henry and Leslie Rosenski.

22 Q. So on any given day back in June 2023,
23 any given day, how many employees would be at that
24 facility throughout the day?

25 A. It would depend on the day, just with

1 the way our schedules are structured. Typically,
2 Mondays and Fridays we had double coverage, and
3 then the other days there could be some where we
4 had double coverage for, like, half of a day, but
5 then it would be on single coverage for the rest
6 of the day, and some that would just be single
7 coverage. There are also different things like
8 PTO and things like that that could affect how
9 many were there as well.

10 Q. Are you familiar with the Gariepys'
11 lease with that particular facility?

12 A. I have seen it. I don't know -- I
13 haven't, like, studied it or anything, but, yes,
14 sir, I have seen it.

15 Q. Now, the employees, Angela and Amy,
16 what was some of the training that they would go
17 through when they started working at that
18 facility?

19 A. So, typically, for the first two weeks
20 they're either with an experienced employee or the
21 field trainer themselves. During that time they
22 go through different Zoom calls with the senior
23 trainers that I mentioned. They go through the
24 auction process and different operations,
25 procedures, how we do a walk-thru, things like

1 that, with them.

2 And the field trainer that is actually
3 physically there is kind of more where the rubber
4 meets the road and takes them out and does it with
5 them. Typically, they have several Zoom classes,
6 as well as some reading through the procedure
7 manual and different training slides that they
8 have to do.

9 Q. Could you sort of walk me through how
10 the employees are trained on how to do a
11 walk-thru?

12 A. Typically, the field trainer just
13 takes them out into the -- you know, prints out
14 the walk-thru report, takes them into the facility
15 and takes them -- you know, as they do the
16 walk-thru, teaches them notations, teaches them
17 things to look for, different things like that.

18 Q. Does Midgard require that walk-thru
19 reports be done every day?

20 A. We do. At this particular site we
21 didn't require them to do a full walk-thru of the
22 entire property just due to the traffic at that
23 property, as well as the amount of units at it.
24 But we require the walk-thru every day, yes,
25 except for Sundays, because we're closed,

1 obviously.

2 Q. Describe for me, what do you mean by
3 because of the traffic, you guys didn't require a
4 walk-thru or a full walk-thru to be performed
5 every day?

6 A. Yes. So at the time there was a lot
7 of college traffic, as well as U-Haul, just, you
8 know, regular walk-ins, people coming to pick up
9 trailers and things like that. We found that the
10 employees were out on the property for a
11 significant amount of time, and they had to do the
12 whole property each day. So instead we had them
13 do -- you know, visit the property at 600 and the
14 property at 605, and the next day they would do
15 922 and 303. Otherwise, they were out of the
16 office for too long.

17 Q. Do you think the walk-thru reports are
18 important?

19 A. I do.

20 Q. Why?

21 A. Just, you know, it has a lot to do
22 with our security. You know, there's things we
23 can look for, like locks that are cut. Tenants
24 often leave their units improperly secured. So a
25 lot of time we catch that and are able to have

1 them correct that because of the walk-thru.

2 In addition to that, it's how we
3 inspect our property, check it for damage or
4 things that need to be repaired. So there's a lot
5 of different reasons why it would be important.

6 Q. Now, part of your job or part of your
7 responsibilities is for you to make sure that the
8 walk-thru reports are being completed and that
9 they're accurate?

10 A. To a degree, yes.

11 Q. Whose responsibility is it to make
12 sure the walk-thru reports are completed and
13 accurate?

14 A. It would be the site managers.

15 Q. In June of 2023, July of 2023, who was
16 the site manager for this particular facility?

17 A. It would be Amy Long and Angela
18 Swafford.

19 Q. Would either one of those on any given
20 day be the employee responsible for completing the
21 walk-thru report?

22 A. Could you rephrase that?

23 Q. Yes. So in June and July 2023, I
24 believe you said that Amy Long and Angela Swafford
25 were the two employees at that facility, right?

1 A. Yes.

2 Q. So either one of them would have been
3 responsible for completing a walk-thru report for
4 any given day, correct?

5 A. Yes. They would be -- the day that
6 they were working, they would be responsible for
7 it, yeah.

8 Q. Who at Midgard or Reliant ensures that
9 Amy or Angela would have been completing those
10 walk-thru reports?

11 A. Periodically, we do audits where we
12 would go in and verify that they had been
13 completed. At times my regional would do that,
14 where he would go in and verify the uploads had
15 been made to the drive to ensure sure they had
16 been completed.

17 Q. Describe for me that audit process.

18 A. The audit process?

19 Q. Yes.

20 A. Typically, for me, I would go in and
21 go through the walk-thru, checking the notations
22 to verify if something was wrong, you know, like
23 DaVinci lock that was assigned to a unit that was
24 vacant or shouldn't have been or something like
25 that, or if there was a sticker missing or

1 customer lock on a unit or unsecured unit that was
2 supposed to be secured and whether or not we
3 actually reached out to that tenant. So, yeah,
4 typically, like that.

5 On my regional side, I believe it was
6 more just he would go in and verify that it was
7 uploaded. So, yeah.

8 Q. Who was that regional manager you're
9 referring to?

10 A. It would be Brian Markeim.

11 Q. How often would you guys perform those
12 audits of the walk-thru reports?

13 A. To be honest with you, I don't know
14 what Brian's schedule was for that. For me, it
15 kind of varied at that time. Now I try to do it
16 usually more, like, every Friday -- Thursday or
17 Friday I'll go in and review them.

18 Q. So now is it a weekly audit that you
19 conduct with the walk-thru report?

20 A. Typically, yes. Because I have 16
21 now, it's a little more difficult to do that, but
22 back when I had more like four or five, yes, it
23 was a weekly thing.

24 Q. How many facilities were you
25 overseeing in June of 2023?

1 A. At that time there was six.

2 Q. So you had six facilities to manage in
3 June 2023, and now you have about sixteen,
4 correct?

5 A. Yes, sir.

6 Q. What made you want to work for Reliant
7 or Midgard?

8 A. I had just graduated out of high
9 school. I had looked at college and didn't really
10 see anything that interested me with regards to
11 degrees or anything like that. I started working
12 for Midgard just as a gap year just while I
13 figured out what I wanted to do, and I just kind
14 of stayed the course, so.

15 Q. When did you graduate high school?

16 A. Graduated high school in early 2021.

17 Q. What was the application process like
18 for you at Midgard?

19 A. For me, just due to my family
20 connections, I didn't really go through much of
21 the interview process. I just started as an
22 assistant manager at the Woodstock location in
23 Georgia and went through the typical training
24 process, so.

25 Q. How long were you at that facility in

1 Georgia?

2 A. At the Woodstock facility, I was there
3 for probably until December of 2021.

4 Q. After you left that facility, where
5 did you go after that?

6 A. I went to the facility in Cumming,
7 Georgia.

8 Q. How long did you spend there?

9 A. I was at Cumming until about
10 June 2022.

11 Q. And then in June of 2022 where did you
12 go?

13 A. That's when I came to Greenville, to
14 the Greenville market.

15 Q. At that time were you promoted to
16 market manager?

17 A. Yes, sir.

18 Q. What are the qualifications for a
19 market manager?

20 A. Typically, I believe you have to have
21 several -- a certain amount of time and
22 experience -- I'm not sure exactly what that is --
23 and usually go through an interview process and
24 then are hired.

25 Q. Did you interview with anybody?

1 A. Not really, no.

2 Q. Who did you train under when you
3 started at Midgard?

4 A. It was partially between Brian
5 Markeim, who was the regional, and I was also
6 assigned a more senior market manager; his name is
7 James Viniskey, who walked me through different
8 processes and how he typically does things. So a
9 little bit of both of those two.

10 I guess I should say Bek, as well. I
11 trained as market managers, too. We'd go through
12 a several-week course of a market manager training
13 course.

14 Q. You said you're familiar with the
15 events that led to this matter, correct?

16 A. Yes, sir.

17 Q. What is your understanding of what
18 took place and how this occurred?

19 A. My understanding is, just to start
20 with, I would start with the June auction of the
21 unit. L24 was delinquent. It went through our
22 auction process and was auctioned in the June
23 auction.

24 After that, my understanding at the
25 time was that the buyer for that unit had come in

1 to clean it out and had not completed that
2 process. So he -- you know, I was thinking he had
3 left his -- left the unit and not completely moved
4 out. So we proceeded with reposting it as a
5 build-up auction, because that's just our typical
6 policy for units that are not cleaned out or do
7 not sell.

8 I think what, in reality, had happened
9 is that the Gariepys had come in and moved into
10 that unit in the meantime, between when that buyer
11 had come and actually cleaned it out, and when we
12 found that unit. I think it was, yeah, L24, the
13 unit next to theirs. So, obviously, then after
14 that, we, thinking it was abandoned by that buyer,
15 reposted it, and it was sold later in July.

16 Q. The Gariepys leased -- their lease was
17 for Unit L25, correct?

18 A. That is correct.

19 Q. How did they get into L24 if their
20 lease was for L25?

21 A. I would think that would be a question
22 for the Gariepys or site staff.

23 Q. Did you conduct any investigation into
24 what took place?

25 A. I did. The site told me that a tenant

1 had rented that unit and found the belongings in
2 there. I asked if we transferred that tenant
3 somewhere else, which they said that they did, and
4 then they said that the buyer had come in and was
5 given his \$100 back. So we proceeded with
6 reposting it.

7 Q. Did you conduct any investigation into
8 the Gariepys' move-in into the facility?

9 A. I did not, no. I mean, with regards
10 to we -- you know, when we initially came upon the
11 issue, obviously, we did some investigating there.
12 There was a friend of the Gariepys that came down
13 to the facility and took us to the unit that they
14 had moved their belongings into. That's how we
15 found out what they had moved in.

16 Q. Now, when an occupant or new tenant
17 signs a lease for a particular unit, my
18 understanding is they're sent a unique access
19 code, correct, for that unit?

20 A. That is correct.

21 Q. So that new tenant would only be able
22 to get into the unit that they signed a lease for,
23 correct?

24 A. Depends. Are you speaking about the
25 access code for the gate, or are you talking about

1 a code for a lock?

2 Q. I'm talking about a code for a lock
3 for a unit that a tenant has leased.

4 A. Typically, yes, if the staff had
5 secured all vacant units with DaVinci locks. If
6 the unit wasn't secured with a DaVinci lock and a
7 customer just came in and took a guess, then they
8 could move into that unit.

9 Q. Is that your understanding of what
10 happened in this situation?

11 A. That it was not secured or that
12 they -- would you clarify a little bit?

13 Q. Yes. Do you take the position that
14 L24 was not secured and that the Gariepys just by
15 themselves moved into that unit?

16 A. I think there's still information
17 missing from Angela as to whether that's what
18 happened, but I really would just be taking a
19 guess.

20 Q. What information do you think is
21 missing?

22 A. Whether or not she showed them to that
23 unit and instructed them that that was their unit.

24 Q. I'm going to try to share my screen
25 again. Okay?

1 A. Okay.

2 Q. Can you see that?

3 A. I can.

4 Q. I'm going to let this play, and then
5 we'll talk about it. Okay?

6 A. Okay.

7 Q. Sattler, do you see the date on the
8 top left corner?

9 A. Yes, sir.

10 Q. Does that say "June 29, 2023"?

11 A. It does.

12 Q. Based on your understanding of the
13 facility, with your experience, is this the
14 facility located in Seneca, South Carolina that
15 we're here for today?

16 A. It is the 600 Shiloh Road location,
17 yes, sir.

18 Q. Were you able to recognize that woman
19 that we just watched in the video?

20 A. It looks like Angela, Angela Swafford.

21 Q. Based on your interactions with her
22 and the time that she's been working at the
23 facility, your understanding is that is Angela
24 Swafford?

25 A. Yes, sir.

1 Q. What did you just watch take place in
2 that video? What happened?

3 A. It looks like she's taking a gentleman
4 to the "L" row of units, and it looks like she
5 opens one up for him.

6 Q. So that is the "L" row of units?

7 A. Yes, sir.

8 Q. Is it fair to say that it looks like
9 she's carrying what appears to be a set of keys in
10 her hand?

11 A. Could you take it back a little bit?
12 It looks like she has something in her hand. I
13 don't know if I could say it was a pair of keys,
14 but she's got something in her hand.

15 Q. Right here, this position, does it
16 look like she is going to unlock something?

17 A. I mean, I don't really know. I can't
18 see exactly what she's doing.

19 Q. Tell me, based on your understanding
20 of the video you just watched, what do you think
21 is taking place?

22 A. It looks like she's opening a unit.

23 Q. Does that appear to you that she
24 unlocked that unit and then lifted it open?

25 A. As in took a lock off of it, or just

1 moved the latch over?

2 Q. Does it look like she unlocked that
3 unit and then lifted it open?

4 A. It looks like she opened it. I can't
5 really see whether or not she took a lock off, if
6 that's what you're asking.

7 Q. Then does it appear that she's looking
8 into the unit?

9 A. It does.

10 Q. So at that point she would have
11 realized if that unit was empty, correct?

12 A. I would think so. Yeah, she would
13 have seen stuff in there, or it would have been
14 empty.

15 Q. Right. So she would have seen stuff
16 if there were leftover items in that unit,
17 correct?

18 A. Yes.

19 Q. Now, we got this video. This was
20 produced by Midgard in response to our discovery
21 requests, and I particularly requested move-in
22 surveillance footage from when the Gariepys moved
23 into their unit.

24 Now, my understanding is that the
25 employee working that day helped them get into

1 that unit because the Gariepys couldn't access the
2 unit they had leased with that access code. Is
3 that your understanding as well?

4 A. I don't really know, to be honest.

5 Q. Had you seen that video that we just
6 watched before today's deposition?

7 A. I believe so. It may have been a few
8 months ago, but like I said --

9 Q. Who did you watch that video with?

10 A. -- I was pulling it.

11 Q. Who did you watch that video with?

12 A. I was mostly by myself. There may
13 have been some other staff members around as I was
14 pulling it, but other than that, yeah.

15 Q. Is there any way that you would be
16 able to identify the exact unit that she just
17 opened?

18 A. I don't believe so, no, not without
19 seeing the specific placards.

20 Q. So if the Gariepys signed a lease for
21 unit L25 and in that video the employee let them
22 into L24, what would an employee be required to do
23 at that point? For instance, would they be
24 required to amend the lease?

25 A. So you're asking, like, if a tenant

1 moves into the wrong unit and then, like, what do
2 we have to do to correct that? Is that right?

3 Q. Absolutely. Yes, sir.

4 A. So, typically, I mean, we would
5 probably ask them to move into the correct unit.
6 And then if they refused to do that, then we would
7 just ask them to transfer to that other unit or
8 sign a new lease for that unit, something like
9 that.

10 Q. Do you know if Midgard ever asked the
11 Gariepys to move into a different unit?

12 A. I do not know if Angela did that.

13 Q. Would that be noted anywhere? Would
14 that be in any sort of file?

15 A. It could be. It doesn't necessarily
16 have to be. You know, it would just be a
17 conversation between Angela and the Gariepys, I
18 would think.

19 Q. Based on the video we watched, is it
20 fair to say that the Gariepys didn't move into
21 that unit by themselves?

22 A. As in -- like, I think the video shows
23 that Angela shows them to a unit in the "L" row.
24 I don't know if she took them to -- you know, if
25 she helped them move in or anything like that.

1 Q. But the video shows Angela opening a
2 unit for the Gariepys, correct?

3 A. It does.

4 Q. Sattler, I think you talked earlier
5 about the auction that took place in June for Unit
6 L24. I believe it took place approximately
7 June 21st; is that correct?

8 A. I do not know for sure, to be honest
9 with you. I would have to pull up some records.

10 Q. Now, this facility, this particular
11 facility, are there any sort of policies with
12 regards to when a unit is sold at auction, how
13 soon after that it has to be cleaned out by the
14 buyer?

15 A. Typically, it's 72 hours they have to
16 come in and clean it out. I have seen -- sites
17 can sometimes vary between 48 and 72. If the
18 buyer has some kind of extenuating circumstances,
19 we'll give them a little bit of leeway with that,
20 possibly give them an additional day or something
21 like that if they need it, but policy is 72 hours.

22 The buyer comes in. They pay the
23 balance that's owed to the facility. They also
24 give a \$100 cash deposit. Once they clean out the
25 unit and confirm that it's been cleared, that \$100

1 cash deposit is returned to them.

2 Q. Do you know when Unit L24 was cleaned
3 out after it was sold at auction on June 21st?

4 A. I do not.

5 Q. Is there ever a time when that period
6 of time extends beyond 72 hours?

7 A. Yes. Like I said, there can be
8 extenuating circumstances with a buyer. If they
9 have -- you know, to give an example, I had one in
10 Columbia who, you know, the buyer, their car broke
11 down on side of the road. It was on the last day
12 they could clean it out. So we gave them an
13 extension. Typically, as long as it's reasonable,
14 within, you know, like another day, max two, we'll
15 give them that, but no more than that, typically.

16 Q. Now, when did you first learn about
17 the Gariepys' property being auctioned off?

18 A. To be honest with you, I don't know of
19 a specific date. I believe it was early in
20 August.

21 Q. What did you do first when you learned
22 about what took place?

23 A. The first thing I did was I called
24 Brian to notify him, and then Brian usually pushes
25 it up further the chain of command.

1 Q. Do you know who in particular Brian
2 might have pushed it up to?

3 A. Probably to Kristie Brown, our
4 divisional manage.

5 Q. How do you spell Kristie's first name?

6 A. K-R-I-S-T-I-E.

7 Q. Last name is Brown?

8 A. Yes, sir.

9 Q. What did you and Brian talk about?

10 A. We just told him the situation, that
11 it appeared that the tenants -- the Gariepys'
12 belongings had been auctioned off, and just
13 notified him generally of the situation.

14 Q. Did Brian ask you to do any
15 investigation into what took place?

16 A. Not at that moment, no. I think we
17 were more concerned with just notifying our upper
18 management. I believe later on that day there
19 were some things requested by them. It was either
20 Jim or Kristie that requested some documents. But
21 other than that, it was just our initial
22 investigation when we were trying to determine
23 where the Gariepys had moved in.

24 Q. What sort of documents were requested?

25 A. I believe it was just photos of the

1 storage auction event, as well as I think it was
2 their lease agreement, and maybe the -- I think
3 the invoice from storage auctions for the buyer.

4 Q. Did you reach out to the Gariepys
5 personally when you learned about the incident?

6 A. I did not, no. I believe that was --
7 at that time we had a new employee that was
8 assigned to that site, Samantha Maxwell. She was
9 the one who found the DaVinci lock and initiated
10 contact and spoke with the Gariepys.

11 They had sent someone -- I don't know
12 if it was a family friend or someone like that --
13 down to show us where they moved into. He was the
14 only one that I really ever had any interaction
15 with.

16 Q. When did Samantha Maxwell begin
17 working there?

18 A. It was probably about a day or two
19 before Angela left, I believe. So middle to late
20 July.

21 Q. I'm going to try to share my screen
22 again, Sattler. Can you see this?

23 A. Yes, sir.

24 Q. I marked this as Exhibit J for
25 purposes of today. This is a deposition I took of

1 Jill Van Dyne, who I believe is your mother,
2 correct.

3 A. Yes, sir.

4 Q. This is Page 21 of her deposition.
5 When I asked her whether you took any steps to
6 look into what took place, this is what she said.
7 Would you mind reading into the record Lines 5
8 through 11 right here?

9 A. "Spoke with the employee, who kind of
10 uncovered what she thought was -- was an issue,
11 and I believe you're deposing her later. So I
12 have not spoken directly to her to find out how it
13 was uncovered initially, but he kind of just told
14 me what -- what he thought had happened and sent
15 me all of the paperwork -- paperwork that I needed
16 to look through."

17 Q. So Jill had mentioned that you had
18 spoken to the employee, who I guess was Samantha
19 Maxwell?

20 A. Yes, sir.

21 Q. What did Samantha Maxwell relay to you
22 that she thought she had uncovered?

23 A. Yeah. So we were actually both at --
24 physically at the Seneca location there. So our
25 communication was just speaking to each other.

1 She had mentioned that she contacted a tenant
2 regarding a DaVinci lock not being returned, not
3 the Gariepys, and the tenant responded saying they
4 had secured their unit with, like, a black
5 padlock, I believe, which, obviously, was not what
6 we had on the unit. That's when we began asking
7 questions about when the last time was they were
8 at the facility, just to figure out if it was,
9 like, a burglary or what had happened.

10 Does that answer your question?

11 Q. It does, to an extent, yes. Could you
12 explain to me, though, the DaVinci lock or the
13 type lock that was found on the unit?

14 A. Yes, sir. So it's a serial-numbered
15 lock. It's what we use to secure our vacant units
16 that have not been moved into. They are company
17 locks, and they are required to be returned.

18 Q. That was found on which unit?

19 A. L25.

20 Q. What day was it that Samantha
21 discovered the DaVinci lock on that unit?

22 A. I don't remember, to be honest with
23 you.

24 Q. Why was that in particular an issue?

25 A. Because it is required to be returned,

1 like I say. So if it's not returned, we need to
2 either have the tenant come secure the unit
3 themselves, or we'll put a lock on there.

4 Q. So the DaVinci lock, that's a lock
5 that only Midgard would place on a unit?

6 A. Yes, sir.

7 Q. Now, between June 29th of 2023 and the
8 date that Samantha discovered this issue -- I know
9 you don't know the particular date -- do you know
10 how long that DaVinci lock had been on that unit?

11 A. I do not, to be honest, no.

12 Q. Would that have been something that
13 would have been documented in the daily walk-thru
14 reports?

15 A. If they were using the correct
16 notations, it would have been, yes.

17 Q. And is that something that should be
18 done, is that the employees should be using
19 correct notations?

20 A. They should be, yes.

21 Q. Did you review any of the walk-thru
22 reports that were performed between June 29th of
23 2023 and August 4th of 2023?

24 A. To be honest with you, I don't really
25 remember. I may have, may not have.

1 Q. Let's take a look at this. Can you
2 see this okay?

3 A. Yes, sir.

4 Q. This appears to be a walk-thru report
5 dated June 30th of 2023; is that correct?

6 A. Yes, sir.

7 Q. So here is L25, Arlene Gariepy; L24,
8 Andrea Haynes. Can you sort of describe to me,
9 help me understand the notations next to those
10 units?

11 A. Next to L25, I don't believe that's a
12 company notation. So I don't really know exactly
13 what she was thinking. L24, "NS" in the company
14 policy is "no sticker," which usually means there
15 is a lock that does not have a red security
16 sticker on it.

17 Q. And what is the red security sticker
18 for?

19 A. Typically, to determine -- or just for
20 us to ensure that it's the same lock that was on
21 there when we first did our walk-thru, it hasn't
22 been tampered with or cut off and replaced or
23 anything like that.

24 Q. Why would an employee have noted that
25 next to L24 for this particular day?

1 A. I would assume because the lock on
2 there did not have a sticker.

3 Q. And next to that: "Clean out?"
4 Right?

5 A. Yes, sir.

6 Q. Why would that be noted on a walk-thru
7 report?

8 A. I don't really know. That's another
9 one that is not a company policy notation. So I'm
10 not sure what it meant.

11 Q. So what do you do, you know, as a
12 market manager, when you review a walk-thru report
13 and you see notations on it that aren't company
14 notations? Do you follow up with your employees
15 to get an understanding of what they meant?

16 A. Yes, I would send them an email
17 typically with a list of what I found in the
18 walk-thru that I didn't understand or that needed
19 to be corrected.

20 Q. As of today's date, have you ever
21 followed up with anybody about what "NTL" means?

22 A. On this particular walk-thru, I don't
23 believe I have, no.

24 Q. Have you followed up with any employee
25 about what "clean out?" means?

1 A. No, sir.

2 Q. Any reason why?

3 A. I don't know that I audited that
4 walk-thru.

5 Q. Who else would have audited it?

6 A. As in going through, like, the
7 specific units?

8 Q. No, just the walk-thru reports in
9 general.

10 A. The walk-thru reports, Brian Markeim
11 would have. I don't know that he would have
12 opened up the report and gone line by line through
13 it like that, but he would have audited it that it
14 was completed and uploaded.

15 Q. Do you know what the notation "AT"
16 means?

17 A. That means "auction tag." That's the
18 little red auction seal that we put on a unit
19 that's in auction status.

20 Q. Can you see this okay?

21 A. I can.

22 Q. This appears to be a walk-thru report
23 dated July 18th of 2023; is that correct?

24 A. Yes, sir.

25 Q. L25 has Arlene Gariepy listed next to

1 it, and then L24, that appears to be a "V" next to
2 that; is that correct?

3 A. It does. It could be a V or a
4 checkmark.

5 Q. Is it policy that a notation of "V"
6 stands for "vacant"?

7 A. It is.

8 Q. And then also there's a notation with
9 an "AT," and then a number. What would that mean?

10 A. It would mean that that auction seal
11 was still on the unit.

12 Q. So help me understand. Explain the
13 situation to me. So July 18, 2023, what's the
14 actual status of that unit with this auction tag
15 and number being listed on the walk-thru report?

16 A. Could have been that it was cleaned
17 out already or what have you. If the employee was
18 doing -- following policy, then they should be
19 physically looking at that tag and writing down
20 the number, which would mean the tag was on the
21 unit. If they weren't, they were just glancing at
22 the unit note and copying it.

23 Q. So if there was a notation on a
24 walk-thru report, such as this right here, auction
25 tag and a number, does that mean that the unit is

1 empty?

2 A. It would really depend. It would
3 depend on whether or not they were following
4 policy, whether or not there was actually a seal
5 on that unit. If they were just, like I said,
6 copying the unit note, then it could be vacant.
7 If they were following policy, then it could be
8 occupied, because it would still have that seal
9 tag on the unit physically. So it would depend on
10 what the employee did that day.

11 Q. Do you know if the policies were being
12 followed at this particular time, in July 2023?

13 A. I do not know. I don't know if she
14 was or not.

15 Q. Who is she?

16 A. Angela Swafford.

17 Q. So you know that Angela Swafford
18 prepared this report?

19 A. I would believe so. If it was
20 July 18th, like I was saying, that's more towards
21 the mid portion of July, when she was still at the
22 facility. There should be a signature on that
23 first page that tells you who did it. So, yeah,
24 that looks like either they didn't sign it or...

25 Q. Are they supposed to sign it?

1 A. Yes, they are.

2 Q. Now, if there are notations next to
3 the units in the walk-thru reports, does that mean
4 that the employee was walking around and actually
5 observed that particular unit on that day?

6 A. Yes. Yes.

7 Q. Can you see this okay?

8 A. Yes, sir.

9 Q. This appears to be an email chain
10 between you and Seneca, South Carolina. I imagine
11 that is the particular facility?

12 A. Yes, sir.

13 Q. Can you sort of explain to me the
14 conversation in this email chain?

15 A. Yes. So in that first one there, the
16 site -- can you scroll down a little bit? Yes.
17 So the email is just saying that the unit was
18 rented by someone. The tenant went to go move
19 into it, opened it, and there was still belongings
20 in it. They explain that the unit was sold at
21 auction, the June auction, and that the person who
22 bought it came in, informed them that it was
23 empty, and they gave them the \$100 deposit back
24 and then asked if they should re-post it.

25 Q. What did you respond?

1 A. I asked them to re-post it as soon as
2 possible, and asked them if the tenant had been
3 transferred -- the tenant that initially rented it
4 and found it full, if they had been transferred to
5 another unit.

6 Q. Do you know who -- it looks like
7 Angela. Was Angela the employee that actually
8 sent you this email?

9 A. It looks like it, yeah. It looks like
10 she signed it at the bottom.

11 Q. Do you know why she put, for the
12 record, "I did not do this," in the email?

13 A. Most likely because, like I said,
14 policy is that we confirmed that the unit had been
15 cleaned out before returning that \$100 deposit.
16 So if the deposit was returned without confirming
17 it, then that's a violation of policy.

18 Q. Do you know when exactly this unit was
19 rented that she's referring to in this email?

20 A. I do not, no, sir.

21 Q. Do you know who the tenant is that
22 opened it up?

23 A. I do not.

24 Q. What does she mean, "this was in it"?
25 "And when the tenant opened the unit, this was in

1 it"?

2 A. It's possible that she may have
3 attached a picture of the items in the unit.

4 Q. She sent this email to you, right?

5 A. Yes, sir.

6 Q. Did she attach a picture?

7 A. If I remember correctly, I think she
8 did.

9 Q. What did the picture show?

10 A. Just items inside of the unit.

11 Q. Did you take any steps to confirm
12 whose items they were?

13 A. At the time, I was under the
14 impression it was that prior auction tenant's,
15 that it just had not been completely cleaned out.
16 So that's what I thought was what was inside of
17 there, was just the remains of what the previous
18 buyer didn't want.

19 Q. Is that actually what happened?

20 A. I don't believe so, no.

21 Q. What actually happened, based on your
22 understanding?

23 A. The Gariepys had moved into that unit,
24 and it was their items that were inside of it.

25 Q. Now, you said that it was your

1 impression that the items belonged to the prior
2 tenant who the unit was auctioned off, correct?

3 A. Yes, sir.

4 Q. Now, I know that was your impression,
5 but is there anything that could have been done to
6 confirm whose items were actually in the unit?

7 A. Not really. It's something that when
8 you're physically at the site you would be aware
9 of. You know, obviously, you would know if you
10 showed somebody to a unit and moved them in.
11 You're aware of the daily goings on there.

12 With my job, I'm not able to be at the
13 site every day. So I wasn't really able to have
14 that knowledge. So the first thing that came to
15 my mind was just that it made sense that it wasn't
16 cleaned out.

17 Q. During this time, only Angela and Amy
18 were the employees at this particular site, right?

19 A. Assigned to the site, yes. Like I
20 said previously, there were other employees that
21 rotated in for, like, a day to cover or provide
22 extra help, but none that were assigned other than
23 Amy and Angela. It would have been their
24 responsibility. No one else would have been held
25 accountable for it.

1 Q. What are the names of the other
2 employees that might have come in from time to
3 time?

4 A. I would say probably Brittany Briggs,
5 I believe, was in between that time there at some
6 point. Then Samantha Maxwell may have been there
7 at some point as well. Other than that, I don't
8 believe there was -- Ashley Vidal may have been.
9 I think she transferred out before the auction in
10 June. Pretty sure she did. So I don't think she
11 was there.

12 Q. Spell Ashley's last name.

13 A. V-I-D-A-L.

14 Q. When was the last time you spoke with
15 Angela Swafford?

16 A. Last time I spoke with Angela was
17 probably around mid July, a couple of days before
18 she left.

19 Q. Was she terminated?

20 A. She was not.

21 Q. Did she just leave on her own?

22 A. She did.

23 Q. Did she submit a letter of resignation
24 or anything to that extent?

25 A. She did not, no. No, sir.

1 Q. So she just stopped showing up for
2 work?

3 A. Yes, sir.

4 Q. And did you or anybody else at Midgard
5 reach out to her to see what was going on?

6 A. I did not. I don't know if our human
7 resources department may have, but she -- no, she
8 left and didn't contact us. I didn't contact her.

9 Q. Who is in your HR department who would
10 have had the responsibility to contact her?

11 A. Like I said, I'm just speculating that
12 they do that. I would assume it would probably be
13 Chrissy Davis, our HR generalist. To be honest
14 with you, I'm not really familiar with the HR
15 department. So I don't know how they work with
16 regards to that or whose responsibility that is.

17 Q. Whose responsibility is it to make
18 sure that site staff employees show up to work?

19 A. That's my responsibility.

20 Q. So Angela Swafford stopped showing up
21 to work, and you don't reach out to her?

22 A. Well, I understood from Samantha that
23 she was not planning to come back. I believe
24 there may have been some communication between
25 them that she mentioned that. So that was

1 generally understood.

2 Q. Wasn't Samantha a new hire at that
3 point?

4 A. A new hire or new at that site?

5 Q. Well, tell me. What was she at that
6 point, mid to end of July, when she started
7 working at that facility?

8 A. She was new to that facility, but she
9 had been with the company probably at that time
10 close to a year, coming up on her one-year work
11 anniversary.

12 Q. What was her title at that time?

13 A. She was coming to Seneca as the
14 facility manager, which is, like, the lead site
15 manager.

16 Q. So she told you -- she expressed to
17 you that Angela had told her she just wasn't
18 coming back to work?

19 A. I believe so. To be honest with you,
20 I don't really remember. I know that I understood
21 she was not planning to come back, because we had
22 to get coverage in place for her shifts that she
23 was not there, but I don't really remember exactly
24 how I got that impression, to be honest.

25 Q. I was going to ask, how did you come

1 to have that impression? What was relayed to you
2 that made you understand that Angela wasn't coming
3 back to work?

4 A. I can't remember. It may have been --
5 yeah, I don't know. I knew we needed to find
6 coverage for her, and we had to take action to
7 find that, but I don't know exactly how I knew
8 that. I think it may have been because she was at
9 the point in her documentation where another
10 absence would have resulted in termination, which
11 may have been why we started looking for coverage,
12 because she was under the impression -- she was
13 aware that that would happen. So that's probably
14 generally why.

15 Q. Earlier you said that Amy stopped
16 working about the same time, right?

17 A. About a week or two prior.

18 Q. Do you know why Amy stopped working at
19 Midgard?

20 A. I do not, no. Angela was the one that
21 informed me she was not coming back.

22 Q. So Angela told you that Amy wasn't
23 coming back?

24 A. Correct.

25 Q. Did Angela tell you why Amy wasn't

1 coming back to work?

2 A. Not a particular reason, no.

3 Q. You never followed up with Amy?

4 A. I did not.

5 Q. Even though you're in charge of the
6 site and staff employees for that facility?

7 A. Yes, sir.

8 Q. After your initial call with Brian
9 Markeim, did you two ever speak after that point
10 about what took place?

11 A. I'm sure we did at some point. We
12 were instructed to provide Jill's email to the
13 Gariepys, but I'm sure at some point we had some
14 kind of conversation about it.

15 Q. What was the nature of that
16 conversation?

17 A. Probably had to do with the fact that
18 Brian was going out to Greenleaf to get the
19 footage. Kristie Brown had communicated to Brian
20 and I that the Gariepys were initiating a lawsuit,
21 but we -- I don't think there was ever a time
22 where we just sat down and chatted about it.

23 Q. Did you and Jill ever have a
24 conversation about it?

25 A. I'm sure we did at some point, yeah.

1 Q. What did Jill tell you about the
2 situation, based on her understanding?

3 A. I don't really know. Like, there
4 was -- I'm talking about, like, passing remarks.
5 We don't have, like, you know, conference calls
6 where we discuss it where I would be able to
7 recall, you know, exactly what was said. I know
8 she had informed us as well to cease
9 communications with the Gariepys and provide her
10 email address.

11 Q. Why did she tell you to cease
12 communication with the Gariepys?

13 A. You would have to ask her that.

14 Q. She didn't tell you why?

15 A. Not really, no, sir.

16 Q. Did you ask why?

17 A. No. I just do what I'm told.

18 Q. Sattler, I'll show you my screen
19 again. So this is back to Jill's deposition. Can
20 you see this?

21 A. Yes, sir.

22 Q. This is Page 26 of Jill's deposition,
23 and Lines 19 through 22, could you read that into
24 the record, please?

25 A. Yes, sir: "I -- I'm trying to be

1 specific. You're talking about when someone has
2 moved themselves into a wrong unit. That has
3 never happened when I worked at Reliant."

4 Q. Now, she's talking about when somebody
5 moves themselves into a wrong unit. Based on the
6 video that we watched earlier, is that what took
7 place?

8 MR. CARSON: Object to the form.

9 But go ahead and answer, Sattler.

10 THE WITNESS: I don't really know. I
11 don't think you can really tell what exactly
12 happened in that video. She just shows him to a
13 unit in that "L" row and opens it.

14 BY MR. REITZ:

15 Q. I'm sorry?

16 A. Opens it, shows him to the unit in the
17 "L" row and opens it.

18 Q. So the Gariepys didn't open that unit
19 themselves, did they?

20 A. No. It looks like, from what she does
21 in that video footage, she lifts it up. You can
22 see her go down to lift up the storage unit, grab
23 the handle and lift it up.

24 Q. The "she" you're talking about, that
25 is Angela, a Midgard employee?

1 A. Yes, sir.

2 Q. At that point, based on Midgard's
3 policy, Angela opens the unit, looks into the
4 unit, which is clear on the video. If she had
5 noticed items inside that unit, what should she
6 have done at that point?

7 A. If she had noticed items inside of it,
8 she -- I mean, her next steps probably would have
9 been to reach out to me, but also to, you know,
10 just figure out whose they were. If we're talking
11 about, like, if it was a vacant unit that she
12 opened, then, yeah, obviously, want to figure out
13 whose belongings those were.

14 Q. If somebody is moving into their unit
15 on a particular day and Angela goes and opens a
16 unit for them and she sees items in there, she
17 wouldn't let that new tenant move in there, right?

18 A. I don't believe so. In that video she
19 could also be just showing them, like, a size so
20 they could determine whether that's what they
21 wanted. I don't know that she was showing them
22 one they had actually rented. That would just
23 be -- I would just be assuming that.

24 Q. So is it your position that the video
25 that we watched today was Angela showing a

1 prospective tenant the size of a unit?

2 A. I don't really know what's going on in
3 that video. You just see her with a gentleman,
4 taking him to see a unit. You would have to ask
5 her if he was moving in or if she was just showing
6 it to him.

7 Q. How are employees trained to show
8 units to prospective tenants?

9 A. They take them down to the unit. We
10 ask them to point out features and benefits of the
11 site, and they'll take them to the specific size
12 that the tenant was interested in or customer was
13 interested in, open it up to them so they can kind
14 of get a visual of what they're looking at.

15 Q. Do they typically have any paperwork
16 with them during that process?

17 A. Not necessarily. They can. If they
18 wanted to bring the sales plan with them, they
19 could, but they don't have to, no.

20 Q. Did you and Brian ever discuss the
21 video that we watched today?

22 A. Other than the fact that he was going
23 to pull it, I don't believe so. We may have
24 discussed that it generally looked like she was
25 heading toward the area of L24 on that video, but

1 other than that, just generally that he was going
2 to pull it and that Jill had requested it.

3 Q. Why did Jill request that specific
4 video?

5 A. I would assume because of the coming
6 lawsuit. I think the Gariepys may have requested
7 it as well. You would have to ask her that.

8 Q. Did Jill request that video because
9 she wanted to review footage of Angela showing a
10 prospective buyer a unit?

11 MR. CARSON: Object to the form.

12 But go ahead and answer.

13 THE WITNESS: I don't know.

14 BY MR. REITZ:

15 Q. Do you think that Jill would have
16 requested a video just to show footage of an
17 employee showing a unit to a prospective tenant?

18 A. Again, I don't really know what her
19 purpose was in that. That would be, again,
20 something you would have to ask her. I don't know
21 what her intent was. We just got the directive.

22 Q. She specifically requested footage
23 from the Gariepy's move-in, right?

24 A. That was -- I believe she requested
25 that for Mr. Markeim. So I don't know that I was

1 on that email thread or involved in that
2 communication, but I believe there was footage
3 requested from the 20- -- generally, from the time
4 that they moved in. I believe there was, yes.

5 Q. Since about July of 2023, has anything
6 changed in the way that you manage facilities with
7 regards to conducting and inspecting the walk-thru
8 reports?

9 A. Not really particularly. It kind of
10 depends. Sometimes we receive directives from
11 corporate to do things, to audit walk-thrus a
12 little bit more. The walk-thru can be a helpful
13 report for us to determine what the site is doing.
14 So, you know, sometimes we do do that.

15 I mean, there was a portion of time
16 where I did that more regularly with -- you know,
17 like, weekly, like I said, when I had fewer sites.
18 So, yeah. Yeah, it changes often sometimes just
19 depending on availability.

20 Q. Is there anybody else you know of that
21 might have information about this incident that
22 you think it would be beneficial for me to speak
23 to?

24 A. Well, Angela Swafford, I'm sure you
25 have already heard, would probably be the most

1 beneficial. I don't know if Amy Long could
2 possibly have some helpful information. I know
3 Samantha Maxwell was reached out to with regards
4 to it. I don't know if you guys have already
5 spoken with her, but, honestly, I don't know how
6 helpful she would be able to be as she had just
7 arrived at the facility when these things took
8 place.

9 MR. REITZ: I think that's it, Sattler.
10 Let me check my notes real quick. I think that
11 might be it. Your attorney may have some
12 questions for you, but just give me a minute.

13 BY MR. REITZ:

14 Q. If Midgard is putting together a
15 build-up unit to place on auction, would that unit
16 be secured with a lock?

17 A. It would be, yes, typically.

18 Q. So the only person that could get into
19 a build-up unit would be an employee from Midgard,
20 right.

21 A. That's correct.

22 Q. What type of lock would that be
23 secured with? Any particular lock?

24 A. Typically, obviously, it would be a
25 company lock so we would be the only ones that

1 could access it. Policy would probably be to
2 secure it with a red lock, but if the site didn't
3 have that available, they could secure it with any
4 other type of lock. And we have red, yellow,
5 green locks, so.

6 Q. If a particular unit is a build-up
7 unit, is that indicated on the walk-thru reports
8 that that particular unit is being sold at auction
9 as a build-up unit?

10 A. I don't think there is a specific
11 notation for that. It would probably just be
12 something that the employee would write on the
13 report, you know, like, "build-up" or something
14 like that or "auction," "failure to sell,"
15 something like that.

16 Q. So it's something that the site
17 employees would be aware of?

18 A. They would be aware of it, yes, sir.

19 Q. Would a site employee ever allow a new
20 tenant to move into a unit that is being currently
21 used as a build-up unit?

22 A. They shouldn't.

23 MR. REITZ: I think that's all I have
24 for you, Sattler. I appreciate your time. Carson
25 may have some questions for you, but, otherwise, I

1 appreciate it.

2 THE WITNESS: Thank you.

3 MR. CARSON: No, I do not have any
4 questions for you, Sattler.

5 THE REPORTER: Does anyone want to
6 order the transcript?

7 MR. REITZ: Yes, please.

8 MR. CARSON: I'll take an eTran.

9 THE REPORTER: Do you want to read and
10 sign.

11 MR. CARSON: No, we'll waive.

12 (The deposition was concluded at 11:22
13 a.m.)

14 (The witness, after having been advised
15 of the right to read and sign this transcript,
16 does waive that right.)

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CERTIFICATE OF REPORTER

I, Roxanne M. Easterwood, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

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

Witness my hand, I have hereunto affixed my official seal this 2nd day of February, 2024, at Charleston, Charleston County, South Carolina.



Roxanne M. Easterwood, RPR
My Commission expires
February 1, 2025

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1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF OCONEE

3 ARLENE GARIEPY, LEE GARIEPY, KIMBERLEE ELLIOTT
4 AND NOAH GARIEPY,

Plaintiffs,

5 vs. CASE NO. 2023-CP-37-00716

6 MIDGARD SELF STORAGE SENECA SC, LLC AND RELIANT
7 REAL ESTATE MANAGEMENT, LLC,
8 Defendants.
9

10 VIDEOCONFERENCE

DEPOSITION OF: JILL ERIN VAN DYNE

11 DATE: February 29, 2024

12 TIME: 1:32 PM

13 LOCATION: 2758 17th Avenue Connector
14 Springfield, TN

15 TAKEN BY: Counsel for the Plaintiffs

16 REPORTED BY: MICHAEL DAVID ROBERTS,
Court Reporter
17 (Appearing by VTC)

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15 ALSO PRESENT:

16 (Appearing by VTC)

Lee Gariepy, Plaintiff

17
18
19
20 (INDEX AT REAR OF TRANSCRIPT)

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

2 * * * * *

3 STIPULATION

4 The attorneys participating in this
5 deposition acknowledge that the reporter/deposition
6 officer is not physically present in the deposition
7 room and that the reporter/deposition officer will
8 be reporting this deposition remotely. The parties
9 and their counsel consent to this arrangement and
10 waive any objections to this manner of reporting.

11 JILL ERIN VAN DYNE

12 being first duly sworn, testified as follows:

13 THE COURT REPORTER: State your full
14 name for the record.

15 THE WITNESS: Jill Erin Van Dyne.

16 THE COURT REPORTER: Thank you.

17 EXAMINATION

18 BY MR. REITZ:

19 Q. Hey, Jill.

20 A. Hey.

21 Q. My name is Matthew Reitz. I'm an
22 attorney at Uricchio Howe & Krell in Charleston,
23 South Carolina. I represent the Plaintiffs in this
24 matter, and we met during your 30(b)(6) deposition
25 on November 30th of 2023. Do you recall that?

1 A. Yes.

2 Q. We're here today for your individual
3 deposition, so I'm going to be asking you
4 questions. And as the court reporter just told us,
5 let's try first off not to talk over one another.
6 I'll do my best to let you finish answering any
7 question I ask.

8 Most importantly I do want to reiterate
9 the oath that you just undertook. Although we're
10 not in front of a judge and jury, your answers are
11 expected to be truthful and honest. Do you
12 understand that?

13 A. Yes.

14 Q. Do you understand the importance of the
15 oath that you took?

16 A. Yes.

17 Q. At any point if I ask a question that
18 you either don't understand or can't hear
19 correctly, just ask me to either repeat it or
20 rephrase it. I'm happy to do so. I want to make
21 sure that when you give an answer you understood my
22 question. And if you provide an answer, I'm going
23 to assume that you understood my question and that
24 your answer is truthful to the best of your
25 ability; is that fair?

1 A. Yes.

2 Q. And what -- are you on a phone, iPad,
3 computer? Which device are you using today to
4 attend this deposition remotely?

5 A. A laptop.

6 Q. Okay. Do you think you'll be able to
7 see my screen if I share my screen during the
8 deposition?

9 A. I would assume so, yes. I -- I don't
10 have the ability to zoom in on this laptop. That's
11 the only thing I could see as a potential issue if
12 it's super small.

13 Q. Which type of laptop is it? Is it a
14 personal, or is it a work laptop?

15 A. Work laptop.

16 Q. So it's one that you use for work?

17 A. Correct.

18 Q. Okay. I think that's it. Let's get
19 going. I'll try to share my screen here in a
20 second. Jill, first off, do you think it's
21 important to tell the truth?

22 A. I'm sorry, you cut out.

23 Q. Do you think it's important to tell the
24 truth?

25 A. Yes.

1 Q. Do you think it's important to Reliant
2 to tell the truth?

3 A. Yes.

4 Q. Do you think it's important for Reliant
5 to employ people who are truthful?

6 A. Yes.

7 Q. And, Jill, on November 30th of 2023,
8 the Defendants in this matter designated you as the
9 30(b)(6) witness. You were one of the two
10 witnesses designated to speak on behalf of the
11 Defendant. Do you recall that?

12 A. Yes.

13 Q. And do you recall at the beginning of
14 that deposition on November 30th of 2023 you and I
15 went over some similar instructions as we did here
16 today, and in addition, you also undertook an oath
17 to tell the truth on that day?

18 A. Yes.

19 Q. And did you understand the importance
20 of the oath that you undertook when testifying at
21 the 30(b)(6) deposition on November 30th of 2023?

22 A. Yes.

23 Q. And before the 30(b)(6) depo --
24 deposition on November 30th, 2023, did you have
25 time to prepare or speak with your attorney before

1 that deposition?

2 A. Yes.

3 Q. And did you understand that the purpose
4 of that deposition was to provide truthful and
5 honest testimony?

6 A. Yes.

7 Q. And do you understand that the
8 Defendant corporation appointed you as the person
9 most likely to be able to speak to and answer my
10 questions asked during that deposition?

11 A. Yes.

12 Q. Are you under the influence of anything
13 today that would prohibit you from either
14 understanding my question or testifying truthfully?

15 A. No.

16 Q. Is there anybody else in the car with
17 you today?

18 A. No. I'm happy to show you if you would
19 like to see.

20 Q. No, that's fine. During
21 today's deposition --

22 A. My --

23 Q. -- if at --

24 A. -- my -- I apologize.

25 Q. No, go ahead. Go ahead.

1 A. My husband -- my husband is with me
2 today. He is inside with our -- some of our
3 employees, but he probably will be getting in the
4 truck here soon. Just full disclosure.

5 Q. Yeah, do me a favor. Just let me know
6 whenever he gets in the truck.

7 A. Sure.

8 Q. During today's depo if you ever want to
9 take a break, just let me know. I'm happy to
10 accommodate. And please make sure that you answer
11 my question -- or I'm sorry, you take time to
12 understand the question I'm asking before you
13 answer it, okay?

14 A. Yes.

15 Q. All right. I'm going to try to share
16 my screen here. Jill, can you see my screen?

17 A. Yes. Uh-huh.

18 Q. This was an excerpt from your
19 deposition taken on November 30th, 2023 during the
20 30(b)(6) deposition in this matter. And when I was
21 asking you questions about what Sattler had sent
22 you in regards to the incident in question after he
23 had looked into it, I have highlighted this portion
24 where you testified:

25 He did send me one other item on the

1 4th, which was the only video that he had for the
2 move in, and that was the extent of our
3 conversation that evening.

4 Was that a truthful statement?

5 A. Just the highlighted portion?

6 Q. Yes, your response when you testified
7 to me that Sattler had sent you one other item on
8 the 4th which was the only video that he had for
9 the move in, and that was the extent of our
10 conversation that evening.

11 Was that a truthful statement?

12 A. As far as I can recollect, yes.

13 Q. And what did that video show that you
14 referenced in your sworn testimony that day?

15 A. I believe it was the video where
16 someone whom I'm assuming was Angela was walking
17 to -- I assume was Mr. Gariepy to a unit. And as
18 far as I can remember, that is all that I saw.

19 Q. And before your deposition on
20 November 30th of 2023, you had seen that video,
21 correct?

22 A. Correct.

23 Q. And you understood clearly what that
24 video depicted, correct?

25 A. No, I didn't. I still don't know what

1 unit she was -- like I have a lot of questions --
2 questions surrounding the video. I don't know what
3 I'm looking at. I know who I see in the video, and
4 I'm -- I'm telling you exactly what I saw. But
5 what Angela was doing or what the customer was
6 trying to accomplish, I don't know.

7 Q. I'm going to let this play and then
8 we'll discuss it, okay?

9 A. Sure. Is it -- is it playing?

10 Q. Can you see that video, Jill?

11 A. No, sir. It's just still the same
12 document that you pulled up first.

13 Q. How about now?

14 A. There. That's --

15 Q. Can you see that now?

16 A. Yes.

17 Q. All right. I'm going to let it roll,
18 okay?

19 A. Okay.

20 (Whereupon a video was played for the
21 witness.)

22 BY MR. REITZ:

23 Q. Jill, to your recollection is that the
24 video that you saw and you testified that Sattler
25 had sent you regarding this accident?

1 A. I believe so.

2 Q. Okay. And the woman in that video to
3 your recollection is Angela Swafford, correct?

4 A. I don't know. I can't see her. I'm --
5 that would be the assumption from what I -- who I
6 know was working that day, but to the best of my
7 knowledge, I don't know that I've ever even met
8 Angela.

9 Q. Jill, can you see my screen now?

10 A. Yes.

11 Q. This is also an excerpt from your
12 deposition on November 30th, 2023. And when
13 discussing the situation and what took place you
14 testified here at line nine:

15 Now knowing what happened, it had been
16 vacated through the build-up sale, and it was open.
17 And I'm assuming they moved in -- moved themselves
18 into that unit because they misunderstood.

19 Is that a true and accurate statement?

20 A. Well, as -- as far as I'm able to give
21 you because I haven't ever been able to speak to
22 Angela who was there. So all of this is my best
23 understanding of what happened. Yeah, all --

24 Q. Is it your --

25 A. I'm sorry, go ahead.

1 Q. Is it your testimony today that this
2 highlighted statement here that I just read was a
3 truthful statement during your deposition on
4 November 30th, 2023?

5 A. To the best of my knowledge, yes. The
6 research that I can do without speaking firsthand
7 with the employee who was involved and there that
8 day, yes. And it looks like my husband is going to
9 be getting in the truck here in a moment.

10 Q. And down here at line 20, Jill, I had
11 asked you --

12 A. I'm sorry?

13 Q. -- whether unit -- I had asked you
14 whether unit L24 had a lock on the unit on
15 June 29th, 2023. And you had testified:

16 Well, that's -- that's the one that
17 they moved into, so to move into it, no, there was
18 no lock on it.

19 Is that a truthful statement?

20 A. To the best of my knowledge, yes.
21 We're -- as -- as a company, I can only tell that
22 we are -- we tried to the best of our ability to
23 understand what happened ourselves without being
24 able to speak to Angela.

25 Q. And, Jill, before -- I think you

1 testified earlier today actually, before that
2 30(b)(6) deposition on November 30th, 2023, you had
3 seen that video that Sattler sent you, correct?

4 A. I believe so, yes. Before my
5 deposition, is that what you -- is that what you
6 said?

7 Q. Yes. Can you see my screen now?

8 A. Yes.

9 Q. This is from page 28 of your deposition
10 on November 30th of 2023. And I had asked you
11 whether it was your testimony on behalf of the
12 Defendant that day that if the defendant is unaware
13 whether the employee working at the time let my
14 clients into L24. And you testified under oath:

15 I have -- I have no answer for that. I
16 do not know.

17 Was that a truthful statement?

18 A. Yes, I have -- I have no idea.

19 Q. And before you gave this testimony
20 under oath, you had watched that video that we just
21 let play that Sattler had sent you, correct?

22 A. Correct.

23 Q. And today you still maintain that this
24 was a truthful statement that you made?

25 A. Well, given the fact that I don't know

1 what unit she was walking to or what the purpose
2 was given the fact that our employees are at the
3 site to -- [internet interruption] -- units it's a
4 very regular occurrence for tenants to want to
5 actually see the space so that they know it will
6 fit their items.

7 So no, I -- I'm -- I'm guessing -- I
8 would be guessing what she was doing. I do not
9 know. The -- the only thing I'm certain of, just
10 to take that further so that I can give a fact, is
11 that they had a signed lease for L25 and were
12 issued a code for that lock.

13 Q. Are you able to see my screen now?

14 A. Yes, sir.

15 Q. This is an excerpt from page 35 of your
16 deposition on November 30th, 2023. I had asked the
17 question:

18 What could have been done to prevent
19 this situation?

20 In response you said:

21 They could have reserved the unit
22 number on their signed lease.

23 Is that a truthful statement?

24 A. Yes.

25 Q. And then I had asked you what you meant

1 by that. And you had testified:

2 They clearly leased L25 and moved
3 themselves into the L24.

4 Is that a true statement?

5 A. To the best of my knowledge, yes. I
6 know that they had leased L25 and their belongings
7 were in L24. And we don't --

8 Q. And is that --

9 A. -- assist with move ins.

10 Q. I'm sorry?

11 A. We don't assist -- we don't move people
12 in. We don't help them unload and load into the
13 unit.

14 Q. And, Jill, does Reliant take
15 responsibility for the employees that you hire to
16 work at your various sites?

17 A. To a degree, but I know our lease
18 speaks to the fact that if they say something
19 improper, the lease is the governing document, not
20 what the employee says.

21 Q. And which lease are you talking about?

22 A. L25. And -- and I would like to
23 clarify that. To the best of my recollection, the
24 lease speaks to that.

25 Q. So you're saying that the lease -- the

1 individual leases speaks to the scope of employment
2 for site staff employees?

3 A. I'm sorry, I can't hear you. You cut
4 out.

5 Q. You're saying that the lease --
6 individual leases speaks to the scope of employment
7 for site staff employees?

8 A. Did you say to the skill of the
9 employee?

10 Q. Scope, S-C-O-P-E.

11 A. Oh, no. Sorry. To my knowledge the
12 lease protects us. If the tenant says something
13 incorrect, we have an actual contract which is the
14 governing document and agreement between Midgard
15 Self Storage and the tenant.

16 Q. Back to page 35 of your deposition
17 taken on November 30th, 2023, I had asked you how
18 my clients had gotten into L24. And you testified:

19 As I said, it was open is my
20 understanding. It was unsecured. It was
21 unsecured.

22 Was that a truthful statement at the
23 time?

24 A. To the best of my knowledge, yes. I --
25 I was told that there was no lock on the unit.

1 Q. And that includes your knowledge with
2 the consideration of the video that we just watched
3 earlier, correct?

4 A. Well, it doesn't appear that there was
5 a lock on the unit.

6 Q. Are you able to see whether or not
7 there's a lock on that unit in the video?

8 A. No.

9 Q. So how do you know that it doesn't
10 appear there was a lock on the unit?

11 A. Because it looks in the video like she
12 just reaches down and opens up a door. Whether it
13 was --

14 Q. Okay. Let's watch that video --

15 A. -- L24 I don't know.

16 Q. Let's watch that video again, Jill --

17 A. Okay.

18 Q. -- if you don't mind. Can you see
19 this, Jill?

20 A. Yes.

21 Q. Let's watch this together.

22 A. Okay.

23 (Whereupon a video was played for the
24 witness.)

25 THE WITNESS: If you can wait a minute,

1 my Zoom screen moved and now it's covered up.

2 There we go. Okay.

3 BY MR. REITZ:

4 Q. Are you ready?

5 A. Yes, I'm ready.

6 Q. Do you have anything prohibiting you
7 from viewing this screen?

8 A. From seeing the screen?

9 Q. Yes.

10 A. No, sir.

11 (Whereupon a video was played for the
12 witness.)

13 BY MR. REITZ:

14 Q. Jill, does it look like she's reaching
15 down to pick something off the ground right now?

16 A. So that -- so you may not be familiar
17 with -- well, I don't know if you're familiar with
18 unit doors or not. There's clasps and a latch that
19 has to be slid over, and oftentimes those can take
20 a minute to -- to move depending on the age of the
21 site and the unit door. So, again, I don't know
22 what she's doing right here.

23 Q. I'll ask my question again. Does it
24 look like she's reaching down to pick something off
25 the ground right now?

1 A. Not right now, no.

2 Q. What does it look like she's doing in
3 this video at this point?

4 A. I wouldn't know. If she's -- she is
5 either sliding the latch over, and that's my only
6 guess because I was told that no lock was assigned
7 to this unit. And, again, I'm giving you my best
8 understanding of what happened without anyone being
9 there that day besides Angela Swafford who I have
10 never spoken with.

11 Q. What does it look like she's carrying
12 in her hand?

13 A. I honestly -- I don't know.

14 Q. You have no idea?

15 A. No, sir.

16 Q. Is that an honest answer?

17 A. No, I really don't. I don't know what
18 she's carrying.

19 (Whereupon a video was played for the
20 witness.)

21 THE WITNESS: So if you see right now
22 her foot, so oftentimes that door should pop when
23 you step your foot on the handle. That's what it
24 looks like she's trying to do to me, but again,
25 I'm -- I'm guessing.

1 BY MR. REITZ:

2 Q. Jill, can you see my screen now?

3 A. Yes.

4 Q. This is from page 61 of your deposition
5 taken on November 30th, 2023. I had asked you
6 right there in the middle at line 11:

7 And did this situation occur solely
8 because of the acts of my clients?

9 And below that highlighted portion you
10 testified:

11 Yes, they should have moved into the
12 unit that they had -- the unit number that was on
13 the signed lease. We can't have people moving into
14 any unit they want to move into.

15 Was that a truthful statement?

16 A. Yes.

17 Q. And you still maintain today under
18 sworn oath that this occurred solely because of the
19 acts of my clients?

20 A. If -- I would direct you to the first
21 thing I said on line 13, which was you would have
22 to speak with Angela, but without speaking with
23 Angela, yes. I -- it is self-storage. That's
24 literally the name of our business. We do not move
25 people into units. We simply complete the lease,

1 offer any other ancillary lines like insurance,
2 24/7 hour access, but then it's up to the tenant to
3 move themselves into their unit.

4 And yes, I -- I would think that anyone
5 who had just completed a contract and -- I would
6 want to know that my items were in the correct unit
7 that matched the number on the lease, yes. That is
8 my best answer as I said without speaking with
9 Angela or having Angela being able to speak with
10 y'all.

11 Q. And at no point during the deposition
12 on November 30th, 2023 did you ask me to correct
13 any of the answers you and I just discussed that
14 were highlighted, did you?

15 A. I remember saying repeatedly that all
16 of the statements were -- were to my best knowledge
17 without having any firsthand understanding of what
18 actually happened.

19 Q. Okay. I'll ask my question again,
20 Jill.

21 A. That's fine.

22 Q. At no point during the deposition on
23 November 30th, 2023 did you ask me or attempt to
24 correct any of the answers?

25 A. No.

1 Q. Jill, are you aware that it is
2 considered perjury to provide false testimony under
3 oath during a deposition?

4 A. Yes.

5 Q. And are you aware that in South
6 Carolina perjury is considered a criminal offense?

7 A. Yes.

8 Q. Was that a yes?

9 A. Yes.

10 MR. REITZ: No further questions. Your
11 attorney might have some for you.

12 MR. SHEALY: I don't have any questions
13 for you, Jill.

14 (The witness, after having been advised
15 of her right to read and sign this transcript,
16 waives that right.)

17 (The deposition was concluded at
18 2:02 PM.)

19

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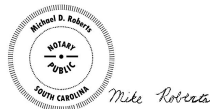
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CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto affixed my
official seal this 11th day of March, 2024 at
Charleston, Charleston County, South Carolina.



Michael David Roberts
Court Reporter
My Commission expires
June 20th, 2028

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I N D E X

	Page	Line
JILL ERIN VAN DYNE	3	11
EXAMINATION	3	17
BY MR. REITZ		
CERTIFICATE OF REPORTER	23	1

REQUESTED INFORMATION INDEX

(No Information Requested)

E X H I B I T S

(No Exhibits Proffered)

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

ARLENE GARIEPY, LEE GARIEPY,
KIMBERLEE ELLIOTT, AND NOAH
GARIEPY,

Plaintiffs,

vs.

C/A No.: 2023-CP-37-00716

MIDGARD SELF STORAGE SENECA
SC, LLC, AND RELIANT REAL
ESTATE MANAGEMENT, LLC,

Defendants.

VIDEOCONFERENCE

DEPOSITION OF: ARLENE J. GARIEPY

DATE: Tuesday, May 28, 2024

TIME: 10:00 a.m.

LOCATION: Deposition via Zoom

TAKEN BY: Attorney for Defendants

REPORTED BY: Ann C. Makris

Magna Legal Service
866-624-6221
www.MagnaLS.com

1 (The witness, after having been advised
2 of her right to read and sign this transcript,
3 waives that right.)

4 ARLENE J. GARIEPY, being first duly
5 sworn, testified as follows:

6 EXAMINATION

7 BY MR. SHEALY:

8 Q. Good morning, Ms. Gariepy. Am I saying
9 that right?

10 A. Gariepy.

11 Q. Gariepy. Okay. My name is Carson Shealy
12 and I am the attorney hired to represent Midgard Self
13 Storage and Reliant Real Estate Management in this
14 lawsuit that you have brought against them, and I'll be
15 taking your deposition this morning. Before we get
16 started, there's some ground rules that I have to go
17 over with you about depositions.

18 First is if you'll provide full verbal
19 responses to my questions, we'd appreciate that. As you
20 see, we have the court reporter who's going to be taking
21 down everything that you and I say to make a transcript
22 of this record so we can look back at it later, and she
23 can't interpret nods of the head or shakes of the head
24 to indicate yes or no or if you were to say uh-huh or
25 uh-uh to mean yes or no. So if you'll please just

1 Q. Have you ever made any claims for workers'
2 compensation for an on-the-job injury?

3 A. No.

4 Q. How long have you lived in Florida?

5 A. Twenty -- 20 years, plus.

6 Q. And did you come there from New Jersey?

7 A. No, Poconos in Pennsylvania.

8 Q. And this lawsuit we're discussing is
9 regarding -- well, it involves a storage facility in
10 Seneca, South Carolina. How did you become involved
11 with this storage facility in Seneca?

12 A. Because we were moving to South Carolina.
13 We were building a home there and the home was not
14 finished.

15 Q. Are you still in the process of building
16 that home?

17 A. It's done being built.

18 Q. And you guys are going to move there?

19 A. Yes.

20 Q. Do you know what date you're going to be
21 moving there?

22 A. I'm -- no, I'm up there. We're in the
23 process still of moving, but I am up there now and I'm
24 here, too. I'm at both houses.

25 Q. Okay. So you're kind of back and forth

1 between the two as you get all of your stuff moved up
2 here?

3 A. Yes. Yes. Until the finalization, yes.

4 Q. And what is the address of that house in
5 Seneca?

6 A. 107 Martin's Pointe Road in Seneca.

7 Q. And what made you guys decide to move to
8 the Seneca area or South Carolina?

9 A. We loved it. We've gone up for many years
10 and loved it. The lake.

11 Q. When did you first begin moving things up
12 to South Carolina?

13 A. That was the time that we put it into our
14 storage. I don't recall the exact date. The twenty --
15 actually June 29th is when we actually put our stuff
16 into Midgard Storage.

17 Q. And did you look at several different
18 storage facilities or did you just --

19 A. No.

20 Q. Okay. So you just landed on Midgard?

21 A. Mm-hmm. Yes.

22 Q. Did you -- were you only looking at
23 self-storage facilities or were you looking at storage
24 facilities where they would assist you with the moving
25 and keeping your things?

1 A. No, we just went with doing it ourselves.

2 Q. Got you. Had you ever used Midgard Self
3 Storage at any other locations?

4 A. Never.

5 Q. So talk to me about what happened on the
6 day that you went to Midgard and rented this -- the
7 unit?

8 A. When I got there you mean?

9 Q. Yeah. Just run me through what happened
10 that day.

11 A. I just -- I went with my friends after my
12 husband went there and we started opening the trailer
13 and started unloading. That's it.

14 Q. So your husband is the one who went there
15 and did all the discussions with the employee?

16 A. Yeah. I -- I wasn't -- I wasn't there
17 yet.

18 Q. Did you guys sign up for the -- did you
19 guys sign the lease online or did you go in or did your
20 husband go in to do all that?

21 A. We -- I believe we signed it when we were
22 traveling.

23 Q. And the only reason I ask is because it's
24 your signature on the -- on the contract.

25 A. Yes.

1 Q. So you --

2 A. It -- on the way up, we traveled up.

3 Q. Mm-hmm. Okay. I was just --

4 A. But we did it --

5 Q. (Simultaneous crosstalk).

6 A. We did it by the phone, because I couldn't
7 -- there was no other way to do it.

8 Q. And you were there with friends you said.
9 Were they just helping you unload into the storage unit?

10 A. Yes. Yes.

11 Q. Do those friends live in the Seneca area?

12 A. Yes.

13 Q. And what are their names?

14 A. Dawn and Tim Larsen.

15 Q. Did you ever speak with any employees of
16 Midgard Self Storage while you were there that day?

17 A. No.

18 Q. So would any questions regarding, you
19 know, any conversations you had with employees or what
20 happened before you arrived, those would be better
21 suited for your husband?

22 A. Yes, because I -- you know, I wasn't
23 there.

24 Q. Okay. Do you recall about what time it
25 was that you -- you got there to start moving into the

1 storage unit?

2 A. I don't recall. I know it was later in
3 the day. I don't recall.

4 Q. And did you guys have a big -- a big
5 moving truck?

6 A. We have a trailer.

7 Q. Okay. So you guys are pulling a trailer
8 by your own vehicle?

9 A. Yes.

10 Q. And when you got there to start unloading,
11 was there a lock on the unit that you guys had to
12 remove?

13 A. I wasn't there for that. He was already
14 there.

15 Q. Okay. So your husband was already there
16 with the unit open. You just pulled in and started
17 unloading?

18 A. Yeah, he was there. I wasn't there.

19 Q. Were -- did you see any employees from
20 Midgard at all during the process of moving everything
21 into the unit?

22 A. No.

23 Q. How often did you go back to the storage
24 facility after that day before you learned of -- of all
25 the -- of the auction?

1 A. We didn't -- we went back home. We
2 didn't go.

3 Q. So between -- and I believe you said it
4 was June 29th of 2023?

5 A. I'm sorry, what was that?

6 Q. Was it June 29th of 2023 when you --

7 A. When we put the stuff in, yes.

8 Q. Okay. So between June 29th and the day
9 that you heard about the auction, you had never gone
10 back personally?

11 A. No. When the stuff -- when we heard about
12 the auction -- no, we went back -- went back to talk to
13 the girl there. That was it, but that was after
14 everything was after disbursed.

15 Q. Do you remember the name of the girl you
16 talked to?

17 A. Her name is Samantha.

18 Q. And do you recall around what time that
19 was; how many days after it was that you --

20 A. I don't recall. I don't remember.

21 Q. Why did you guys decide to leave your
22 stuff in a storage unit in South Carolina while living
23 in Florida during this time?

24 A. We didn't have a choice. The house wasn't
25 finished; otherwise, we'd put it -- we would have put it

1 part about the lease about not putting items of
2 sentimental value in the unit?

3 A. I did not. I -- I don't --

4 Q. Did you see the part of the lease not to
5 put more than 2500 dollars worth of property in the
6 unit?

7 A. No, it was on the phone. I didn't.

8 Q. Okay. All right. I think that's all of
9 the questions that I have for you this morning,
10 Ms. Gariepy. Did you understand all of the questions
11 that I asked you today?

12 A. Yes.

13 Q. And is there anything that you'd like to
14 add to your testimony or change about it before I let
15 you go?

16 A. No.

17 Q. Okay.

18 MR. SHEALY: And, Madam Court Reporter, I
19 will send this to you as Exhibit 1.

20 (DEFENDANTS' EXHIBIT 1, Arlene and Lee
21 Gariepy Storage Unit Items, marked for identification
22 purposes)

23 EXAMINATION

24 BY MR. REITZ:

25 (PLAINTIFF'S EXHIBIT 1, Photograph, marked

1 property?

2 A. Yes.

3 Q. Arlene, has anybody from Midgard
4 apologized to you for what took place?

5 A. No, I haven't spoken to them.

6 Q. Nobody's reached out to apologize for
7 everything that's happened?

8 A. No.

9 Q. Okay.

10 MR. REITZ: I have no further questions.
11 Thanks for your time, Arlene.

12 THE WITNESS: Thank you.

13 COURT REPORTER: Mr. Reitz, are you going
14 to want a copy?

15 MR. REITZ: Yes, please.

16 COURT REPORTER: PDF/E-Tran?

17 MR. REITZ: PDF is good.

18 (The deposition concluded at 10:57 a.m.)
19
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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE

ARLENE GARIEPY, LEE GARIEPY,
KIMBERLEE ELLIOTT AND NOAH
GARIEPY,

Plaintiffs,

vs.

C/A No.: 2023-CP-37-00716

MIDGARD SELF STORAGE SENECA
SC, LLC AND RELIANT REAL
ESTATE MANAGEMENT, LLC,

Defendants.

VIDEOCONFERENCE

DEPOSITION OF: LEO RAY GARIEPY, JR.

DATE: Tuesday, May 28, 2024

TIME: 11:06 a.m.

LOCATION: Deposition via Zoom

TAKEN BY: Attorney for Defendants

REPORTED BY: Ann C. Makris

Maga Legal Services
866-624-6221
www.MagnaLS.com

1 (The witness, after having been advised
2 of his right to read and sign this transcript,
3 waives that right.)

4 LEO RAY GARIEPY, JR., being first duly
5 sworn, testified as follows:

6 EXAMINATION

7 BY MR. SHEALY:

8 Q. Good morning, Mr. Gariepy. My name is
9 Carson Shealy, and I am the attorney representing
10 Midgard Self Storage and Reliant Real Estate Management
11 in this lawsuit and I know you just sat through your
12 wife's deposition, but I'm going to have to go over the
13 same kind of rules with you.

14 If you will please provide complete verbal
15 responses to my questions, we'd appreciate it just so we
16 can have a clear record of this deposition. Also, if
17 you'd also allow me to finish asking the question before
18 you answer it so that you and I don't talk over each
19 other, I'll do the same and allow you to finish your
20 answer before I ask the next question. If you don't
21 understand one of my questions, then please ask me to
22 repeat it or rephrase it, and I will do so. I'm just
23 going to assume that if you answer a question, that
24 means you, both, understood it and intended to answer it
25 and, lastly, if you need to take a break for any reason,

1 but we will -- I wanted to be out of here by the end of
2 this month, but it looks like it might be the end of
3 June at this point.

4 Q. Okay. And, I guess, in the process of
5 selling that home in Naples?

6 A. We were going to sell it but due to the
7 fact that we had it on the market last year, but we're
8 not selling it right now because we're going to probably
9 rent it instead and wait for the market to come back.

10 Q. Got you. So I understand that you guys
11 first started moving your belongings to South Carolina
12 around the end of June of 2023; is that right?

13 A. That's correct.

14 Q. And you guys had the intention of closing
15 on your house at that point; is that right?

16 A. That's correct.

17 Q. And so, kind of, walk me through what
18 happened with that house and why you guys weren't able
19 to move in there at the end of June 2023?

20 A. Walk you through and what -- what do you
21 mean by that, can you elaborate?

22 Q. Well, just your -- your wife mentioned
23 that the house wasn't ready. Can you elaborate on that
24 at all?

25 A. Yeah. The builder originally said they

1 were going to have the home built and finished in June
2 or July but, I guess, for whatever the builder's reason,
3 they just didn't quite get it finished then, so that's
4 why we started moving up at that point, we thought it
5 was going to be ready sooner than it was.

6 Q. All right. And did I understand that on
7 the way up to South Carolina when you were moving your
8 things is when you looked at and signed the contract
9 with Midgard Self Storage?

10 A. Correct.

11 Q. And then when you arrived in Midgard, did
12 you speak with any -- any employees there?

13 A. Yes, I -- I did.

14 Q. Do you recall the name of the employee you
15 spoke with?

16 A. I don't remember off the top of my head
17 right now, no. I remember it was a lady. I, kind of,
18 remember what she looks like, but if I saw her, I think
19 I'd recognize her.

20 Q. Okay. What color hair did she have?

21 A. I want to say like a brunette color. It
22 could have been black. I don't recall exactly.

23 Q. Had you ever used a Midgard Self Storage
24 location before this point?

25 A. No.

1 Q. I appreciate you adding that there.

2 MR. SHEALY: Well, I -- I appreciate your
3 time here, and please answer any questions your attorney
4 may have for you.

5 THE WITNESS: Thank you.

6 EXAMINATION

7 BY MR. REITZ:

8 Q. Hey, Lee.

9 A. Hey, Matt.

10 Q. Has anybody from Midgard reached out to
11 you to apologize for what took place?

12 A. No.

13 Q. And have you and Arlene began to purchase
14 replacement items for some of the property that you guys
15 have lost?

16 A. Yes.

17 Q. Does some of that include furniture,
18 clothes, kitchen appliances?

19 A. Not all. Absolutely, beds, dishes, living
20 room furniture, chairs, outside furniture.

21 Q. All right.

22 A. She had a lot of pictures and stuff on the
23 walls, so we started getting, you know, new pictures
24 made or developed, frames, prints, decorations about the
25 house. I mean, there's a lot of decorations not on that

1 THE WITNESS: All right. Thank you.

2 (DEFENDANT'S EXHIBIT 1, Arlene and Lee Gariepy
3 Storage Unit Items, marked for identification purposes)

4 COURT REPORTER: Mr. Reitz, read and sign
5 or waive?

6 MR. REITZ: We'll waive.

7 COURT REPORTER: And do you want a copy of
8 Mr. Gariepy?

9 MR. REITZ: Yeah, PDF.

10 COURT REPORTER: PDF. Okay.

11 MR. REITZ: Yeah, PDF is perfect.

12 (The deposition concluded at 11:57 p.m.)
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URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK, & KEITH, P.A.

ATTORNEYS AT LAW
17½ BROAD STREET
CHARLESTON, SC 29401

PAUL N. URICCHIO, JR. (1922-2000)
ARTHUR G. HOWE (1927-2004)
BARRY KRELL
CARL H. JACOBSON
ALAN D. TOPOREK
GREGORY D. KEITH
JONATHAN F. KRELL
JEFF BUNCHER, JR.
J. DEVEAUX STOCKTON
MATTHEW T. REITZ

RECEIVED

OCT 16 2023

AGCS Alpharetta GA

MAILING ADDRESS:
P.O. BOX 399
CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX (843) 577-4179

October 7, 2023

Via U.S. Mail and Email: (extern.meyer_richard@agcs.allianz.com)

Attn: Rick Meyer

Allianz Commercial | NA Claims

100 Northpoint Center East, Suite 320

Alpharetta, GA 30022

Re: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs. Midgard Self
Storage Seneca SC, LLC, and Reliant Real Estate Management, LLC
Case Number: 2023-CP-37-00716

Dear Rick:

Enclosed we serve upon you, Plaintiffs' first set of discovery requests in the above
matter.

With kindest personal regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

Matthew T. Reitz

Enclosures: (as stated)

cc: Kimberlee Elliott (Via Email)

12



Reply To

S. CARSON SHEALY
Direct Dial: (803) 233-3859
Carson.Shealy@mgclaw.com

October 23, 2023

VIA EMAIL ONLY

Matthew T. Reitz
Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.
Post Office Box 399
Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendants' Interrogatories to Plaintiffs and Defendants' Requests for Production to Plaintiffs, which we hereby serve upon you in the above-captioned case.

Very truly yours,

S. Carson Shealy

SCS/_mc
Enclosures



Reply To

JESSI FULLER

Direct Dial: (803) 227-2287

Jessi.fuller@mgclaw.com

November 13, 2023

VIA EMAIL ONLY

Matthew T. Reitz

Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.

Post Office Box 399

Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendant Midgard Self Storage Seneca SC, LLC's Answers to Plaintiffs' First Set of Interrogatories, Defendant Midgard Self Storage Seneca SC, LLC's Responses to Plaintiffs' First Requests for Production and Defendant Midgard Self Storage Seneca SC, LLC's Responses to Plaintiffs' First Requests to Admit, which we hereby serve upon you in the above-captioned case.

Very truly yours,

Jessi Fuller
Paralegal to S. Carson Shealy

SCS/jf
Enclosures

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK, & KEITH, P.A.

ATTORNEYS AT LAW
17½ BROAD STREET
CHARLESTON, SC 29401

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JEFF BUNCHER, JR.
J. DEVEAUX STOCKTON
MATTHEW T. REITZ

MAILING ADDRESS:
P.O. BOX 399
CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX (843) 577-4179

November 16, 2023

Via U.S. Mail and Email: (Carson.Shealy@mgclaw.com)

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed we serve upon you Plaintiffs' first set of supplemental Requests for Production in the above matter.

With kindest personal regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.



Matthew T. Reitz

Enclosures: (as stated)

cc: Kimberlee Elliott (Via Email)

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK, & KEITH, P.A.

ATTORNEYS AT LAW
17½ BROAD STREET
CHARLESTON, SC 29401

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CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX (843) 577-4179

November 16, 2023

Via U.S. Mail and Email: (Carson.Shealy@mgclaw.com)

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed we serve upon you Plaintiffs' discovery answers in the above matter.

With kindest personal regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.



Matthew T. Reitz

Enclosures: (as stated)

cc: Kimberlee Elliott (Via Email)



Reply To

S. CARSON SHEALY
Direct Dial: (803) 233-3859
Carson.Shealy@mgclaw.com

December 15, 2023

VIA EMAIL ONLY

Matthew T. Reitz
Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.
Post Office Box 399
Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendants' Responses to Plaintiffs' First Set of Supplemental Requests for Production, which we hereby serve upon you in the above-captioned case.

Very truly yours,

S. Carson Shealy

SCS/_mc
Enclosures

**Reply To**

S. CARSON SHEALY
Direct Dial: (803) 233-3859
Carson.Shealy@mgclaw.com

December 15, 2023

VIA EMAIL ONLY

Matthew T. Reitz
Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.
Post Office Box 399
Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Midgard Self Storage Seneca, LLC's First Supplemental Responses to Plaintiff's Requests for Production, which we hereby serve upon you in the above-captioned case.

Very truly yours,

S. Carson Shealy

SCS/_mc
Enclosures

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK, & KEITH, P.A.

ATTORNEYS AT LAW
17½ BROAD STREET
CHARLESTON, SC 29401

PAUL N. URICCHIO, JR. (1922-2000)
ARTHUR G. HOWE (1927-2004)
BARRY KRELL
CARL H. JACOBSON
ALAN D. TOPOREK
GREGORY D. KEITH
JONATHAN F. KRELL
JEFF BUNCHER, JR.
J. DEVEAUX STOCKTON
MATTHEW T. REITZ

MAILING ADDRESS:
P.O. BOX 399
CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX (843) 577-4179

February 18, 2024

Via U.S. Mail and Email:

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed we serve upon you Plaintiffs' first set of supplemental Interrogatories in the above matter.

With kindest personal regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.


Matthew T. Reitz

Enclosures

cc: Kimberlee Elliott (Via Email)



Reply To

JESSI FULLER

Direct Dial: (803) 227-2287

Jessi.fuller@mgclaw.com

March 28, 2024

VIA EMAIL ONLY

Matthew T. Reitz

Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.

Post Office Box 399

Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendant's Answers to Plaintiffs' First Set of Supplemental Interrogatories, which we hereby serve upon you in the above-captioned case.

Very truly yours,

Jessi Fuller
Paralegal to S. Carson Shealy

SCS/jf
Enclosures

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK, THEOS & KEITH, P.A.

ATTORNEYS AT LAW
17½ BROAD STREET
CHARLESTON, SC 29401

PAUL N. URICCHIO, JR. (1922-2000)
ARTHUR G. HOWE (1927-2004)
BARRY KRELL
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ALAN D. TOPOREK
GREGORY D. KEITH
JONATHAN F. KRELL
JEFF BUNCHER, JR.
J. DEVEAUX STOCKTON
MATTHEW T. REITZ
ALEXANDER J. HALL

MAILING ADDRESS:
P.O. BOX 399
CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX (843) 577-4179

July 12, 2024

Via U.S. Mail and Email:

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed please find Plaintiffs' second set of Supplemental Interrogatories and third set of Supplemental Requests for Production in this matter.

With kindest personal regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.


Matthew T. Reitz

Enclosures

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK & KEITH, P.A.

ATTORNEYS AT LAW
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PAUL N. URICCHIO, JR. (1922-2000)
ARTHUR G. HOWE (1927-2004)
BARRY KRELL
CARL L. JACOBSON
ALAN D. TOPOREK
GREGORY D. KEITH
JONATHAN F. KRELL
JEFF BUNCHER, JR.
JOHN DeVEAUX STOCKTON
MATTHEW T. REITZ

MAILING ADDRESS
P.O. BOX 399
CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX: (843) 577-4179

July 30, 2024

Via U.S. Mail and Email:

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed please find Plaintiffs' second set of Requests for Admission in this matter. Should you have any questions or concerns, please do not hesitate to contact me.

With kind regards, I am,

Very truly yours,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

s/ Matthew T. Reitz

Enclosures



Reply To

S. CARSON SHEALY
Direct Dial: (803) 233-3859
Carson.Shealy@mgclaw.com

September 5, 2024

VIA EMAIL ONLY

Matthew T. Reitz
Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.
Post Office Box 399
Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendants' Responses to Plaintiffs' Second Set of Requests to Admit, which we hereby serve upon you in the above-captioned case.

Very truly yours,

S. Carson Shealy

SCS/_mc
Enclosures



Reply To

S. CARSON SHEALY
Direct Dial: (803) 233-3859
Carson.Shealy@mgclaw.com

September 10, 2024

VIA EMAIL ONLY

Matthew T. Reitz
Uricchio, Howe, Krell, Jacobson, Toporek & Keith, P.A.
Post Office Box 399
Charleston, South Carolina 29402

RE: Arlene Gariepy, Lee Gariepy, Kimberlee Elliott and Noah Gariepy vs.
Midgard Self Storage Seneca SC, LLC and Reliant Real Estate
Management, LLC
Civil Action No.: 2023-CP-37-00716 (Oconee)
Date of Incident: July 31, 2023
Carrier Claim No.: SF-USCC24119323
MGC File No.: 20595.23076

Dear Mr. Reitz:

Please find enclosed Defendants' Answers to Plaintiffs' Second Set of Supplemental Interrogatories and Defendants' Responses to Plaintiffs' Third Set of Supplemental Requests for Production, which we hereby serve upon you in the above-captioned case.

Very truly yours,

S. Carson Shealy

SCS/_mc
Enclosures

URICCHIO, HOWE, KRELL, JACOBSON, TOPOREK & KEITH, P.A.

ATTORNEYS AT LAW
17 ½ BROAD STREET
CHARLESTON, SC 29401

PAUL N. URICCHIO, JR. (1922-2000)
ARTHUR G. HOWE (1927-2004)
BARRY KRELL
CARL L. JACOBSON
ALAN D. TOPOREK
GREGORY D. KEITH
JONATHAN F. KRELL
JEFF BUNCHER, JR.
JOHN DeVEAUX STOCKTON
MATTHEW T. REITZ

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CHAS., SC 29402-0399

TELEPHONES:
(843) 723-7491
1-800-899-1683
FAX: (843) 577-4179

October 7, 2024

Via Email:

S. Carson Shealy, Esquire
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211

Re: Arlene Gariepy, et al v. Midgard Self Storage Seneca SC, LLC, et al
Case Number: 2023-CP-37-00716

Dear Carson:

Enclosed please find Plaintiffs' First Supplemental Answers to Defendants' Interrogatories and First Supplemental Responses to Defendants' Requests for Production in this matter. If you have any questions or concerns, please give me a call. With kind regards, I am,

Sincerely,

URICCHIO, HOWE, KRELL, JACOBSON,
TOPOREK & KEITH, P.A.

s/ Matthew T. Reitz

Enclosures

Archived: Tuesday, April 8, 2025 12:44:49 PM

From:

To: ['Matthew Reitz'](#)

Cc: [Jessi Fuller](#) [Macy Caldwell](#)

Subject: RE: Arlene Gariepy, et al v. Midgard et al

Importance: Normal

Sensitivity: None

[Matthew,](#)

Brian Markheim is available for a deposition on 10/08 or the morning of 10/09.

Thanks,

[Carson](#)

From: Carson Shealy

Sent: Friday, August 30, 2024 10:06 AM

To: 'Matthew Reitz' <Matt@uricchio.com>

Cc: Jessi Fuller <jessi.fuller@mgclaw.com>; Macy Caldwell <Macy.Caldwell@mgclaw.com>

Subject: RE: Arlene Gariepy, et al v. Midgard et al

[Matthew,](#)

I'm waiting to hear back on his availability but I will follow-up again today.

Thanks,

[Carson](#)

From: Matthew Reitz <Matt@uricchio.com>

Sent: Friday, August 30, 2024 9:28 AM

To: Carson Shealy <Carson.Shealy@mgclaw.com>

Cc: Jessi Fuller <jessi.fuller@mgclaw.com>; Macy Caldwell <Macy.Caldwell@mgclaw.com>

Subject: RE: Arlene Gariepy, et al v. Midgard et al

Carson –

Have you been able to get some dates from Brian?
We would like to get this set for early – mid October.

Thank you,

Matthew T. Reitz
Uricchio Howe & Krell, PA
PO Box 399
Charleston, SC 29402
(cell) 843.901.7117
(office) 843.723.7491

From: Carson Shealy <Carson.Shealy@mgclaw.com>

RECEIVED

Apr 24 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

The Honorable R. Scott Sprouse, Circuit Court Judge

Appeal No.: 2024-001841

Arlene Gariepy, Lee Gariepy, Kimberlee Elliott
and Noah Gariepy, ... Plaintiffs/Respondents,

v.

Midgard Self Storage Seneca SC, LLC,
and Reliant Real Estate Management, LLC, ... Defendants/Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal filed in this matter contains all the material proposed to be included by the parties to this matter and does not include any other material.

April 25, 2025

s/S. Carson Shealy

S. Carson Shealy (SC Bar No. 104746)

Brett H. Bayne (SC Bar No. 100018)

McAngus, Goudelock & Courie LLC

Post Office Box 12519

1320 Main Street, 10th Floor (29201)

Columbia, South Carolina 29211

(803) 779-2300

Attorneys for Appellants