

STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS

COUNTY OF CHARLESTON * TRANSCRIPT OF RECORD

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SC Court of Appeals

-----X
MICHAEL D. ROYAL,

Plaintiff,

vs.

* Case No. 2024-CP-10-01489

ASHLEY HOUSE COUNCIL OF
CO-OWNERS, INC.,

Defendant.

-----X

April 23, 2025

B E F O R E:

The Honorable Alex Kinlaw, Presiding Judge

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

Michael D. Royal, Pro Se Plaintiff

Hamlin O'Kelly, Esq.

Skyler Wilson, Esq.

Attorneys for the Defendant

Also Present:

Lisa Burbage, President of HOA/Co-Owner

Connie McElhaney, Board Member/Co-Owner

John Bradley, Treasurer/Co-Owner

Lisa Bradley, Co-Owner

Gayle Schreier, Co-Owner

Myra Mayer, Co-Owner

Kim Rodriguez, Co-Owner

Tom Mosimann, Co-Owner

Charlotte Humphries, Co-Owner

Rosalyn Morrison, Co-Owner

Sydney Seay, Law Clerk to Mr. O'Kelly

Recorded by: WebEx Recording

Court Transcriber: Bobbi Fisher, RPR

SC Official Court Reporter III

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E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word
[Verbatim]	Indicates the word is said as written
(Indiscernible)[Transcription]	Indicates word(s) is not known due to audio recording quality

P R O C E E D I N G S

1
2 THE COURT: Okay. We're going to go ahead and get
3 started. I was in Charleston, I guess, a couple of days ago,
4 and everybody agreed to do this virtually, so I came back to
5 Greenville. But this is -- I think the caption that I have
6 is -- is it Michael Royal versus Ashley House Council of
7 Homeowners? Is that right?

8 MR. O'KELLEY: Council of Co-owners, Inc., Your Honor.

9 THE COURT: Co-owners, Inc.? Okay.

10 And give me a -- the case number. I don't have that.

11 MR. O'KELLEY: Yes, Your Honor. It's 2024-CP-10-1489.

12 THE COURT: Okay. Gotcha.

13 All right. And what I'd like you to do is -- since we've
14 got all the attorneys present, if you can give -- if each
15 attorney could give me their names and who they represent,
16 that would be helpful.

17 MR. O'KELLEY: Your Honor, as I said, Hamlin O'Kelley
18 here for the Ashley House Council of Co-owners. And I'm here
19 with my co-counsel, Skyler Wilson.

20 MR. ROYAL: Your Honor, I'm Michael Royal, the pro se
21 plaintiff in this matter.

22 THE COURT: All right, Mr. Royal. You are pro se;
23 correct?

24 MR. ROYAL: Yes, sir.

25 THE COURT: And who else we got? We have got -- I see

1 Skyler, and I've got Mr. O'Kelley.

2 And I see a Connie McAlhaney. I'm just going to go down
3 the list. How are you involved, ma'am?

4 MS. McALHANEY: I am a current board member.

5 THE COURT: Okay. And I've got somebody that indicates
6 they're Gayle. And you're muted. So, Gayle, how are you
7 connected? You've got to unmute yourself.

8 MS. SCHREIER: I'm a co-owner.

9 THE COURT: Okay. What's your full name, Gayle?

10 MS. SCHREIER: Gayle Schreier. S-c-h-r-e-i-e-r.

11 THE COURT: Can you spell that for me again? S-c-h-r--

12 MS. SCHREIER: --r-e-i-e-r.

13 THE COURT: Okay. And you are a homeowner?

14 MS. SCHREIER: Yeah -- yes.

15 THE COURT: Okay. Good enough. Okay.

16 All right. And then I've got Myra Mayer. Can you hear
17 me, Ms. Mayer?

18 MS. MAYER: Yes, sir.

19 THE COURT: All right. What, are you a homeowner?

20 MS. MAYER: Yes, sir. I am a homeowner. Thank you, sir.

21 THE COURT: Thank you. All right.

22 And then I've got Kim Rodriguez. You're muted,
23 Ms. Rodriguez. Tell me who you are and how you --

24 MS. RODRIGUEZ: I am a homeowner, sir.

25 THE COURT: All right. And then I've got, looks like

1 Sydney Seay.

2 MS. SEAY: Yes. Good morning, Your Honor. And I'm a law
3 clerk for Hamlin O'Kelley.

4 THE COURT: Okay. You're a law clerk.

5 All right. And then I've got -- I've got Mr. -- is it
6 Mosimann? I've got you down twice. You must have logged and
7 come back in. Can you hear me? Got you muted twice. Tom
8 Mosimann. Can you hear me, Mr. Mosimann?

9 Okay. You've got to unmute yourself on your end. I'm
10 assuming he's a homeowner. All right. Hopefully, he can hear
11 me.

12 All right. Is that everybody?

13 MR. O'KELLEY: Your Honor, a lady named Charlotte
14 Humphreys, a lady named Lisa Burbage, and a lady named Rosalyn
15 Morrison are also on.

16 THE COURT: Okay. Wait a minute. I've got some more
17 people in the waiting room. So hold on, let me bring them
18 over. Hold on. I've got six people in the waiting room.
19 Hold on one second. Looks like everybody wants to talk today.

20 All right. Let's see I've got John Bradley. Can you
21 hear me?

22 MR. BRADLEY: Yes, sir, I can.

23 THE COURT: How are you connected?

24 MR. BRADLEY: I am a co-owner, and I'm also the treasurer
25 of the HOA, both.

1 THE COURT: You're the treasurer of the HOA and a
2 homeowner?

3 MR. BRADLEY: Yes, sir, I am.

4 THE COURT: Okay. And I've got Lisa Bradley. Can you
5 hear me, Ms. Bradley?

6 MS. BRADLEY: Yes, I can. Hold on just a second. I'm
7 muted.

8 THE COURT: Are you a homeowner?

9 MS. BRADLEY: Yes, I am.

10 THE COURT: All right. And I've got Lisa Burbage. How
11 are you connected? Can you hear me, Ms. Burbage? You are a
12 homeowner. If that's not true, let me know at some point.

13 MS. BURBAGE: Yes, Judge Kinlaw. I'm the president of
14 the HOA.

15 THE COURT: President of the HOA.

16 MS. BURBAGE: Yes, sir.

17 THE COURT: Gotcha. Are you also a homeowner?

18 MS. BURBAGE: Yes, I am. Thank you.

19 THE COURT: All right. Very well.

20 And Rosalyn Morrison, tell me how you're connected.

21 MS. MORRISON: Hi, Judge. I am a homeowner.

22 THE COURT: All right. And then I've got Mr. Mosimann.
23 You keep coming back on. Can you hear me now?

24 MR. MOSIMANN: I can hear you just fine.

25 THE COURT: All right. I tell you, you're on three

1 times. We'll work with you, but are you a homeowner,
2 Mr. Mosimann?

3 MR. MOSIMANN: Yes, I am.

4 THE COURT: All right. We'll work with you. Okay.

5 MR. MOSIMANN: I don't know how I got on three times.

6 THE COURT: That's okay. Three is a charm.

7 Let's see. I've got -- let me see if anybody else is
8 here. Okay. I think I've got everybody.

9 Charlotte Humphreys, what are you? Can you hear me,
10 Ms. Humphreys? Okay. I'm going to put you down as a
11 homeowner, unless that changes. You let me know. Hopefully
12 you can hear me.

13 MR. ROYAL: She is a homeowner, Your Honor.

14 MS. HUMPHREYS: Yes.

15 THE COURT: All right. Now, before we get started, I
16 know we've got a lot of people on, and I know everybody has
17 some input. But what I want to do is, I want this to be kind
18 of driven by the attorneys and let the attorneys drive it.

19 And, of course, if we need to get some input from other
20 folks, I'll be more than happy to have you. I'm glad all of
21 you are on so you'll know exactly what was being discussed.

22 And for those of you who I just made a panelist just a
23 minute ago, I am recording this proceeding. We do not have a
24 court reporter, so it's being recorded. And the process of
25 getting a copy of this recordation is you have to contact

1 Columbia and then let Columbia know when we did this, and then
2 they would facilitate trying to get you copies. I'm not going
3 to tell you that it's going to be the same kind of copy that
4 you would get from a court reporter. I'm not going to mislead
5 you and tell you that, but hopefully, they'll do the best they
6 can to get you a copy.

7 So what I'd like to do is I -- the only thing that I have
8 about the case is -- obviously, we did the caption a minute
9 ago. You got the case number. So I would like for
10 Plaintiff's counsel to just sort of tell me how we got to
11 where we are and then get some input from the other side and
12 then let's kind of see where we're at.

13 MR. O'KELLEY: Your Honor, if I may, this is -- we are
14 here on my client's Motion for a Temporary Restraining Order.

15 THE COURT: Okay.

16 MR. O'KELLEY: And so I think that's what's before the
17 Court. So if I may go first -- and just for procedure
18 purposes, Your Honor, the only parties to this case are
19 Mr. Royal and Ashley House Council of Co-owners. So I don't
20 know that input from the other people on the WebEx is going to
21 be appropriate because none of them have made an appearance in
22 the case. It's just Mr. Royal, Mr. Wilson, and I who have
23 made appearances in the case so far, Your Honor.

24 And yesterday -- sorry, Your Honor.

25 THE COURT: No. I said, that's fair. That's fair.

1 MR. O'KELLEY: And yesterday afternoon, Your Honor, I
2 think we submitted to your law clerk a number of documents and
3 -- because I heard you say you have the caption and that's it.
4 But I can -- we can resubmit, after arguments today, the
5 motion and everything we sent yesterday afternoon if that's
6 Your Honor's preference.

7 THE COURT: All right. Just send it to me. You know, my
8 status is active retired; they don't give me a law clerk.

9 MR. O'KELLEY: Oh, sorry, Your Honor. So is your email
10 address kinlawj@sccourts.org?

11 THE COURT: Yes. Just send everything to me.

12 MR. O'KELLEY: Yes, sir. We'll do it.

13 MR. ROYAL: Your Honor, were you able to receive an email
14 memorandum from me yesterday through the court?

15 THE COURT: I did see it, yes.

16 MR. ROYAL: Okay. You have a copy of that?

17 THE COURT: I do have a copy of that.

18 MR. ROYAL: Thank you. I just wanted to make sure it
19 came through.

20 THE COURT: All right. So, Mr. O'Kelley, it's your
21 motion; is that correct?

22 MR. O'KELLEY: Thank you, Your Honor. May it please the
23 Court. I am here with Skyler Wilson for the Ashley House
24 Council of Co-Owners. And as I stated a minute ago, we're
25 here on our client's Motion for a Temporary Restraining Order,

1 Motion for Restraining Order and Injunction against the
2 plaintiff in this matter arising out of a petition that he
3 filed -- or not filed but submitted to the board for the
4 Ashley House Council of Co-Owners regarding the annual meeting
5 that was supposed to have been held, which has now been
6 cancelled largely due to the actions of Mr. Royal and the
7 determination of the board that there are certain things
8 pending that need to be resolved prior to that annual meeting.

9 And there's some history in this matter that Your Honor
10 needs to know, and it's complicated. But we were supposed to
11 have been in front of you yesterday morning, and so we thank
12 Your Honor and the clerk's office for accommodating everyone
13 via WebEx.

14 We would request that Your Honor review -- and we'll send
15 them to you -- three prior Orders in this case. One from
16 Judge Bentley Price from last July -- excuse me, last April --
17 and a motion -- an Order from Judge Price from last June, and
18 one from Judge Milton Kimpson, which I'll discuss shortly all
19 three Orders from March of this year.

20 We submitted this motion, of course, pursuant to Rule 65,
21 and we think it's important Your Honor know about the facts
22 giving rise to this case.

23 The Ashley House Council of Co-Owners is the owners
24 association for the Ashley House Condominiums. That's a
25 horizontal property regime located on Lockwood Boulevard in

1 downtown Charleston. The horizontal property regime
2 establishing that condo form of ownership and creating the
3 Council of Co-Owners was established by the filing of a master
4 deed back in 1980. That deed is recorded in Book Z121 at page
5 231. And we'll send that to you with our submission, Your
6 Honor.

7 The defendant, of course, the Council of Co-Owners, acts
8 through its board of directors governed by the master deed,
9 governed by the bylaws that were amended and restated and
10 recorded in Book 0368 at page 549 also in Charleston County.
11 We'll send that to you as well, Your Honor, in addition.

12 We are also -- the Council is governed, of course, as
13 Your Honor knows, by the Horizontal Property Act, which is
14 27-31-10, et seq., and the Nonprofit Corporations Act at
15 33-31-101, et seq.

16 The Ashley House, Your Honor, is sort of an exposed
17 building across from the Ashley River. It's next to a title
18 basin called Alberta Long Lake and it sits kind of exposed to
19 the elements on all four sides on Lockwood Boulevard.

20 That building, starting in the 1980s, had engineering
21 companies that came out and said there are problems with the
22 building. That was as early as 1977. There had been damage
23 to the envelope and facade of the building going on for over
24 40 years, Your Honor.

25 Following the seminal event in Charleston, which is Hugo

1 -- Hurricane Hugo back in 1989 -- it seems time is measured
2 pre-Hugo and post Hugo in the Lowcountry. A group called Haag
3 -- H-a-a-g -- Engineering noted the building had a history of
4 masonry problems and deterioration.

5 In 1997, Sydney (ph) Claire and Associates wrote to
6 Charlotte Humphries, who is actually on the WebEx, who was
7 then acting as the de facto property manager of the building,
8 and said there needed to be a four-phased approach to fixing
9 the problem as quote/unquote, "Everyone is in full agreement.
10 The proposals received to date do not adequately address the
11 situation."

12 The three letters from the engineering company, Your
13 Honor, were attached to the prior memos we submitted to Judge
14 Kimpson last year. And I'll get to that in a minute.

15 In spite of the recommendations, for years and years,
16 past boards failed to make the repairs in compliance with
17 their duties under the master deed, the bylaws, and the
18 Horizontal Property Act.

19 The Horizontal Property Act, of course, creates a duty
20 for the care, upkeep, surveillance, and maintenance of
21 property that is general or limited common elements. And
22 that's Sections 27-31-60, -180, and -190 of the Horizontal
23 Property Act. Those expenses must be divided pro rata
24 pursuant to the terms of the master deed.

25 Additionally, the bylaws for the Ashley House, in

1 Article 9, provide that the board is to provide maintenance
2 and prompt repair for the building. Pursuant to the property
3 -- excuse me -- Horizontal Property Act, Section 170, there
4 must be strict compliance with the bylaws, rules, and
5 regulations of any horizontal property regime.

6 And, of course, our appellate courts have agreed with
7 that, as to homeowners associations and their duties to make
8 repairs. The seminal case of Fisher vs. Shipyard Village of
9 Council of Co-Owners confirm that an HOA has an obligation to
10 maintain, investigate, and repair common elements and pursue
11 any recovery, if available.

12 In 2021 -- in 2020 and '21, there was a change to the
13 board of directors, and the board, not knowing what they
14 didn't know about the building, hired a crowd called Stantec
15 Engineering to conduct a comprehensive survey of the building.
16 What they were really doing, Your Honor, was a reserve study,
17 which condo associations do all the time.

18 The assessment back in 2021 by a professional engineer
19 named Edward Porcher -- Eddie Porcher -- came up with
20 recommendations as to the repair and possible replacement of
21 the facade of the building.

22 Since that time, the plaintiff and a group of owners have
23 objected to Mr. Porcher's report, they have objected to the
24 process that the board has taken to try and effect the repairs
25 that Mr. Porcher recommended, the hiring of an architect, the

1 potential hiring of a firm to put gunite on the building or
2 make repairs.

3 In his report, Mr. Porcher clearly advised that the
4 Ashley House needed to be re-clad and extensive work would be
5 required to stop the continued and ongoing water intrusion
6 into the building, which has been known on and off since the
7 '70s.

8 In an attempt to implement that recommendation, the board
9 held meetings to discuss options for the building and to
10 advise on what they were going to do vis-a-vis approvals from
11 the City of Charleston, Your Honor.

12 As I said, pursuant to Article 9 of the bylaws, the board
13 was acting on its duty to repair and replace and restore
14 things that the building needed in the course of years of,
15 basically, neglect, Your Honor.

16 In March of last year, Mr. Royal filed this lawsuit
17 objecting to the scope of the work and the board's actions.
18 Mr. Royal and others have called the proposed repairs capital
19 improvements, and in March of last year, Mr. Royal filed the
20 lawsuit.

21 In response, Mr. Wilson and I served Mr. Royal with
22 Requests to Admit. Those were not admitted so he's denied the
23 admission in those requests, one of which is that he has no
24 damages in the case.

25 Additional, Mr. Royal moved for a restraining order

1 against the Ashley House to stop the annual meeting last year
2 from taking place.

3 On April 8th of last year, Judge Bentley Price issued an
4 Order as to that Temporary Restraining Order and denied the
5 motion. He also denied a Motion to Reconsider in June of last
6 year. In his original Order, which is not appealed and
7 remains the law of the case, Judge Price quoted from the
8 governing documents for the Ashley House. He also found that
9 Mr. Royal could not succeed and establish a likelihood of
10 success on the merits of the underlying case, which involved
11 the interpretation of the master deed and the bylaws.

12 He also found that the master deed and bylaws require
13 notice to co-owners to conduct business at a meeting; that,
14 basically, you can't make motions from the floor based on the
15 governing documents for the Ashley House.

16 He also ruled that no owner can raise an issue for a vote
17 at that time at the meeting. There has to be prior notice.
18 And failure to circulate resolutions to all co-owners prior to
19 a meeting render such actions illegitimate.

20 Judge Price also found that Mr. Royal has an
21 adequate (ph) remedy at law for any actions the board might
22 take for which he disagrees. He affirmed this by his Order of
23 Reconsideration on June 5th.

24 And that brings us, Your Honor, to the next Order that
25 really is one of the bases for our motion today. Last August,

1 there was a hearing in front of Judge Kimpson regarding
2 Mr. Royal's motion for what he called a declaratory judgment.
3 And that motion was to determine the composition of the board
4 of Ashley House based on Mr. Royal's attempt to have a special
5 meeting of some of the owners in which they elected a new
6 board, ousted some of the board members, and said, "We are now
7 in control of the Ashley House."

8 Judge Kimpson denied that request and that declaratory
9 judgment motion in March this year. March 17th. We had
10 arguments on that in August of last year. So from August to
11 March, Judge Kimpson received the submissions, including the
12 governing documents and the applicable law and case law.

13 Mr. Royal is attempting to have Judge Kimpson reconsider
14 that motion. He filed a Motion to Reconsider within ten days
15 of the Order of March 17th. In his Order, Judge Kimpson also
16 cited the governing documents, the Horizontal Property Act,
17 and the nonprofit act and noted that the root of this dispute
18 is the repair project that I told Your Honor about a few
19 minutes ago.

20 He quoted -- "he" being Judge Kimpson -- quoted Judge
21 Price's earlier finding that any TRO granted to Mr. Royal
22 would result in the Ashley House not being able to conduct any
23 business. Ultimately, Judge Kimpson ruled that Mr. Royal's
24 actions in attempting to unseat the board of directors by
25 having a special meeting was null and void as it didn't comply

1 with the Nonprofit Corporation Act or the Ashley House
2 governing documents or Sections 2.4 of the bylaws trying to
3 unseat board members. Judge Kimpson cited Judge Price's
4 ruling several times in his Order.

5 Ultimately, he denied that request for declaratory
6 judgment and ruled out that the board of directors -- that is
7 the board now, including Lisa Burbage, Connie McElhaney,
8 Sherry Greenberg, Janice Georgette, Kevin Gaskins, Frank
9 Brocklow, Tommy Lyden, and Gwendolyn Smith were and are the
10 board of directors.

11 As I said, Mr. Royal filed a Motion to Reconsider, which
12 is still pending and Judge Kimpson has not heard that motion
13 or set it for a hearing yet.

14 In the interim, the board sent notice for an annual
15 meeting on April 28th. At 2:51 a.m. on April 14th, Mr. Royal
16 emailed the board of directors and only the board of
17 directors. In that email, he attached correspondence that is
18 part of our motion today. In his email and correspondence,
19 Mr. Royal stated he was attaching a letter and notice that he
20 quote/unquote, "may bring to the floor," end quote, for a vote
21 at the annual meeting.

22 He then asked the board to distribute that notice to
23 co-owners, something the board is not obligated to do under
24 the governing documents and under the ruling of Judge Price
25 and Judge Kimpson. Should an owner wish to give notice to

1 other owners, that owner is obligated to send that notice, not
2 the board.

3 In his 2:51 a.m. correspondence, Mr. Royal included a
4 47-page letter that included 668 petitions and motions that he
5 wished the board to present to the owners. And, again, I just
6 want to point that out. 668, Your Honor.

7 Realizing the sheer volume of the petitions, Mr. Royal
8 also advised that the meeting would, quote, "have a great deal
9 of business that would require a five-hour-plus meeting." He
10 also said that these are motions which may have been brought
11 and included matters in those motions that specifically
12 require amendments to the bylaws and the master deed.

13 Article 4, Section 15.1 of the master deed, to amend
14 that, you have to have two-thirds of the votes of the owners,
15 Your Honor. Not the owners of the meeting or an annual
16 meeting but of all the owners.

17 The same is true under Section 15.1 of the bylaws. That
18 requires two-thirds of the owners to amend the bylaws.

19 The motions also include resolutions to change the voting
20 processes, which require an amendment, to block the board
21 approving any project over 10% of the budget, which would
22 somehow violate the duty of the board to repair under common
23 law and statutory law and under the governing documents.

24 One of the petitions also would be to stop assessing the
25 co-owners, to adopt Roberts Rules of Order, also required an

1 amendment under the meetings; also to require audio recordings
2 of the meetings and to remove me and my law firm from
3 representation of the Council of Co-owners, which, of course,
4 is a matter of contract between me and my client, the Council
5 of Co-owners.

6 Many of the motions, Nos. 11 through 521, were motions to
7 remove the current board. Motions 522 through 668 were to
8 remove each unit from being governed by the board, which is
9 technically impossible under the Horizontal Property Act and
10 under the master deed.

11 At 1:40 p.m. that same day, Mr. Royal sent a supplement
12 of additional motions, 669 to 691. Motion 669 would be to
13 discharge the board from consideration of matters related to
14 common elements, which they have a statutory and contractual
15 duty to deal with.

16 Motions 670 to 691 would be to adopt specific rules for
17 meetings, which would require amendments to the bylaws. Part
18 of that motion also included an affidavit from the board for
19 our motion, Your Honor, that's before you today, included an
20 affidavit from Ms. Burbage who you met earlier as required by
21 Rule 65.

22 In her affidavit and in our argument today, all the
23 motions, all 691 of them, were labeled as potential in
24 violation of the master deed and the Court Order. The Council
25 of Co-owners has no remedy to deal with these issues at law,

1 Your Honor. In fact, they cancelled the meeting because what
2 we're trying to figure out is what is the real status of Judge
3 Kimpson's Order.

4 The board, should they go forward with an annual meeting,
5 they could be seen as being void if Judge Kimpson changes his
6 Order and says, "Wait a minute, I was wrong. Mr. Royal's
7 crowd is now the board based on his August meeting of last
8 year."

9 Since this motion has been pending asking Judge Kimpson
10 to change his mind after seven months of consideration, this
11 has been changed.

12 Two days after the 2:51 a.m. and 1:40 p.m. email,
13 Mr. Royal asked the board president and the officers and the
14 lawyers -- Mr. Wilson and I -- to confirm that his petition
15 was in compliance, something which we are not obligated to do.
16 He, therefore, decided that, I guess, he wasn't, and he sent
17 in a new petition with notice to co-owners, advising that the
18 board had no right to cancel the annual meeting and stating
19 that he would be holding an annual meeting of the co-owners at
20 the same time and place as the cancelled meeting, something
21 which he, not being a lawyer licensed in South Carolina but
22 just being an owner, doesn't have the right to do.

23 He called the cancellation of the meeting an abdication
24 of duty on the part of the board, which is ironic because the
25 board has duties which he seeks to render null and void under

1 statute and under the contract that is the master deed and
2 bylaws.

3 He then sent in a new set of petitions numbered 1 through
4 57 without withdrawing the first 669 positions. Motion 1 of
5 his new motion would require an amendment to the bylaws.
6 Motions 2 through 16 relate, again, to the removal of the
7 board of directors. Motions 17 through 22 would require
8 changes of the bylaws requiring two-thirds of the owners to
9 vote in favor of that. Motions 23 and 24 are a repeat of the
10 motions to attempt to remove me and my law firm from
11 representation of the Council of Co-owners. Motions 25
12 through 57 would be another attempt to amend the bylaws.

13 And in the letter of April 16th, Mr. Royal is giving
14 legal interpretations and legal advice to the owners, Your
15 Honor. Again, he's not a licensed attorney in South Carolina,
16 so there's a fine line that he's really walking in trying to
17 practice law without a license here.

18 All total, there are now 748 potential motions pending,
19 Your Honor. 748. There's no proof of compliance with Judge
20 Kimpson's prior Orders except in a memo that he submitted
21 yesterday afternoon that I'll address shortly.

22 To allow such motions and a vote to go forward while
23 we're waiting for Judge Kimpson to finalize this Motion to
24 Reconsider would constitute irreparable harm. It would also
25 constitute making the Ashley House further ungovernable, which

1 it was for seven months while we waited for Judge Kimpson's
2 Orders, which is a problem, Your Honor. Every day, every time
3 it rains, we have further problems with the Ashley House that
4 have been going on for years. No one disputes the fact that
5 the Ashley House needs work, Your Honor. What is disputed is
6 the cost and the method, and that's the crux of the case, Your
7 Honor.

8 To allow the petitions to go forward while we're waiting
9 for Judge Kimpson renders the Ashley House a rudderless ship.
10 In fact, one of the motions -- in one of the petitions
11 Mr. Royal has submitted is to say, hey, nothing can be done at
12 the Ashley House for a year. Well, again, I don't think that,
13 legally speaking, that's allowed under the Horizontal Property
14 Act or under the governing document.

15 Two judges have already ruled that Mr. Royal's attempts
16 to take over the Ashley House by illegal maneuvers were
17 improper. One judge says he has no likelihood of success of
18 the merits of his case.

19 This is a drastic remedy that Mr. Royal is seeking here
20 that has no remedy at law for the Council of Co-owners, when
21 we're just waiting for Judge Kimpson to decide whether or not
22 his earlier Order was correct.

23 Governing documents can't be amended without 66% of the
24 ownership -- 66.67, to be correct. And by filing these
25 petitions and motions, what Mr. Royal is doing is seeking to

1 derogate contractual and statutory duties and to block the
2 repairs of the Ashley House that are objected to by a small
3 vocal group of owners who really are objecting to the repairs
4 to be made.

5 "GRACE": No.

6 MR. O'KELLEY: Your Honor, I'm not finished speaking, but
7 I don't know who is shouting "no," but that's not proper
8 because that person hasn't been sworn in and is not a party to
9 this case.

10 THE COURT: Don't do that.

11 Go ahead.

12 MR. O'KELLEY: Your Honor, of course, is probably
13 familiar with the horror stories of condominiums from South
14 Florida where the building collapsed. I don't know if Your
15 Honor is familiar with the -- there's a building in Charleston
16 called Dockside which is on Charleston Harbor. The City of
17 Charleston has actually made everyone move out of and said
18 this building is unsafe. We don't want the Ashley House to
19 become another Dockside or another Sunset Tower. Luckily,
20 they're not there yet but they could be while this case is
21 pending.

22 The Council of Co-owners certainly doesn't want that to
23 happen, and they know that they have a duty to make repairs to
24 the building.

25 Should Mr. Royal's petitions be allowed to go forward,

1 again, Your Honor, the building would become ungovernable in a
2 case where Mr. Royal has already admitted that he has no
3 damages based on his failure to respond to Requests to Admit.

4 He also has admitted that bylaws require in-person
5 attendance to reach a quorum and proxy. He also admitted that
6 there is a two-thirds vote requirement to amend the bylaws and
7 the master deed. Mr. Royal is now seeking to amend -- upend
8 those admissions by submitting these petitions.

9 The Council really does need the Court's help in blocking
10 and enjoining these actions while we're waiting for a final
11 ruling from Judge Kimpson. The real key is the attempt to
12 thwart the repairs, Your Honor. That's what this really is.

13 And so, Your Honor, late yesterday afternoon, we received
14 Mr. Royal's Memorandum in Opposition to his motion -- to our
15 motion, and he claims that it's an undisputed fact that there
16 were votes to remove the board president and the board
17 members. Well, that's just not true, Your Honor. It's
18 irrelevant. Because Judge Kimpson found in his Order that all
19 of those actions were null and void.

20 In his memo, Mr. Royal is attempting to re-argue the
21 motions that were denied by Judge Kimpson before you today,
22 which, of course, as Your Honor knows, one circuit judge
23 cannot overturn another circuit judge, and allowing these
24 motions to come forward would really be to upend Judge
25 Kimpson's Order.

1 Interestingly, Mr. Royal quotes directly from Judge
2 Price's Order as to the legal standard. It's not plagiarism
3 because it's a pleading, but it's direct quotes from the
4 standard of review. But then, interestingly, he doesn't quote
5 Judge Price's Order saying that he has no likelihood of
6 success on the merits or that his attempts to do things
7 vis-à-vis the legal system were improper.

8 There is no, again, Your Honor, other remedy for the
9 Council of Co-Owners vis-à-vis these petitions, and the
10 attempt to amend the bylaws and master deed by these petitions
11 isn't the way to do it, Your Honor, because we don't know how
12 many people will show up at an annual meeting. It's rare to
13 get a quorum, let alone 67.67% of the owners to vote.

14 Further, Your Honor, we don't have the proper notice to
15 all the co-owners. We have no proof that each co-owner was
16 sent notice. Mr. Royal says that he sent notice to everyone
17 but we have no proof of that. And, again, he's attempting to
18 have this Court overturn Judge Kimpson's March 17th Order,
19 which he has actually moved to reconsider.

20 In his memorandum, he has set forth mathematical formulas
21 as to why there need to be 512 motions for directors to be
22 removed, but he doesn't say that he is truly in compliance
23 with prior Orders.

24 His logic is flawed and he should be additionally
25 estopped as well, Your Honor, from making these motions and

1 making some of the arguments which he's going to make when I
2 finish, because he can't walk both sides of the street and
3 say, "Judge Kimpson, your Order is wrong, but now I'm
4 following Judge Kimpson's Order." So that's a judicial
5 estoppel argument. Which is it going to be? You can't walk
6 both sides of the street in front of someone like yourself,
7 Your Honor, with a black robe.

8 The board, Your Honor, is not required to shepherd
9 Mr. Royal's motions. That is for him to do. Again, he's
10 representing himself. He's a licensed attorney in another
11 state. He's not licensed here, and he needs to know that he
12 is held to the same duty that Mr. Wilson and I are held to,
13 representing himself.

14 He claims that the issues are all solvable in this matter
15 by technology, Your Honor, and we can just amend some rules
16 and we can make this easy for everyone. But, again, that's
17 not the case, Your Honor, because that requires an amendment
18 of the documents not to be voted on at an annual meeting but
19 to be voted on as to the language in the proposed amendments,
20 none of which we have seen.

21 Mr. Royal has arguments in his memo about canceling the
22 annual meeting, but that, frankly, is not before Your Honor.
23 What's before Your Honor is our motion saying please enjoin
24 Mr. Royal from making these motions and from trying to hijack
25 the process while we wait for Judge Kimpson to finalize his

1 ruling from March 17th.

2 What I have sent Your Honor yesterday afternoon and will
3 be happy to resend -- we'll send the documents because, again,
4 Your Honor, we didn't know you were retired active status so
5 we will send that to you, especially the three Orders that
6 have borne out the situation already, two of which are the law
7 of the case and one of which may be, depending on how Judge
8 Kimpson rules.

9 Those are our arguments, Your Honor. I'm happy to answer
10 any questions, but we'll submit all that to you after our
11 hearing today. Thank you, Your Honor.

12 THE COURT: Very good.

13 Mr. Royal?

14 MR. ROYAL: Thank you, Your Honor. Can you hear me okay?

15 THE COURT: I can.

16 MR. ROYAL: Okay. Sometimes people complain about this
17 headset.

18 Your Honor, just at the beginning, I'd ask the Court to
19 please allow me a similar amount of time as just used by
20 Mr. O'Kelley.

21 The defendant's references to the state of the
22 condominium property and many other things that you just heard
23 are red herrings and have nothing to do with this case, Your
24 Honor. I would humbly submit that the Court just heard a
25 blizzard of false statements and mischaracterizations of

1 what's happening in this case.

2 Your Honor, this case is filed to address the governance
3 of the Ashley House. That is the only thing that is on the
4 table for this lawsuit.

5 The Ashley House is the named defendant in this lawsuit,
6 but my lawsuit and the time that I've spent are offered as a
7 public service to my neighbors at the Ashley House to help
8 bring about good governance at the condominium.

9 The court in equity at a hearing on a Motion for
10 Injunction strives to maintain the status quo, and the motion
11 before the Court today seeks to radically upend the status quo
12 by disenfranchising all of the owners of the corporation from
13 removing and replacing the directors on their board.

14 And, Your Honor, make no mistake, the defendant's purpose
15 in this hearing is to seek from the Court some Order by which,
16 at the annual meeting on Monday, the Council for the defendant
17 can stand in front of the co-owners and articulate some
18 argument for why the co-owners are not allowed to remove the
19 directors from the board. That is the reason the board filed
20 this motion. That does not represent the preservation of the
21 status quo but a disruption of what is arguably the most
22 fundamental right of shareholders or, in this case, of a
23 nonprofit corporation of the members to determine the
24 constitution of their board by election and removal. And it's
25 not just a common law right, Your Honor, but one enshrined in

1 South Carolina statute and the Ashley House bylaws.

2 South Carolina Code 33-31-808 says, quote, "The members
3 may remove one or more directors elected by them without
4 cause." And bylaws of the Ashley House, Section 2.4, says,
5 quote, "At any regular or special meeting of the co-owners,
6 any director may be removed with or without cause by a
7 majority of the co-owners and a successor may then and there
8 or thereafter be elected to fill the vacancy that's created."

9 The motion before the Court today, Your Honor, attempts
10 to frame me as some kind of independent mischief maker, but
11 that is a demonstrably false narrative. I'm a kind of point
12 person for the majority interest at the Ashley House. I say
13 "demonstrably," Your Honor, because it is well-documented in
14 the record of this case that the Ashley House Council of
15 Co-owners wishes to remove these directors from the board.

16 And I'll just make a quick note here, Your Honor, about
17 what I believe is a terrible conflict of interest. The
18 attorneys for the defendant purport to be representing the
19 corporation, but they are not representing the demonstrated
20 interest of the corporation, which is to remove the directors.
21 They are representing the interest of the directors. But
22 that's not their client. Their client is the corporation.
23 And that will become more clear, Your Honor, as we go forward.

24 But I say "demonstrably," Your Honor, because the Ashley
25 House has been trying to remove these directors from the board

1 for roughly a year now, and we have been thwarted at every
2 stage. It is an undisputed fact that, on August 17th, last
3 year, a majority of the co-owners, in person and by proxy,
4 voted to remove the directors from the board. A quorum was
5 established at a special meeting of the co-owners, and 97% of
6 those in attendance voted to remove the directors. They have
7 lost faith in this board, and they want to replace them.

8 That is a fact. And when I say it is undisputed by the
9 defendant, what I mean is we had a hearing on my motion --

10 THE COURT: I lost you, your sound. Mr. Royal, can you
11 hear me? I can't hear you. I can't hear you.

12 MR. O'KELLEY: Your Honor, we can't hear Mr. Royal
13 either.

14 THE COURT: I'm sending him a chat.

15 MR. O'KELLEY: I don't know that he can hear us either.

16 THE COURT: Yeah, hopefully he'll read this chat.
17 Hopefully he knows how to do this. All right.

18 Can you hear me, Mr. Royal? Let me know if you can see
19 me. I saw you sent him a note, too, that no one can hear him.

20 MR. O'KELLEY: Yes, sir, I did. And I don't think he can
21 hear us because I see he is speaking.

22 THE COURT: He has earphones on. I'm trying to wave at
23 him. I think he just saw the note.

24 MR. ROYAL: Hello?

25 MR. O'KELLEY: We can hear you now. I think there was a

1 disconnect with the headphones, I think.

2 MR. ROYAL: Okay. Are you able to hear me, Judge?

3 THE COURT: I'm hearing you now, but I don't know what
4 you said during the period of time you had the headphones on.
5 So I don't know at what point you need to go back.

6 MR. ROYAL: I'm so sorry, Your Honor. I'm so sorry.
7 Will you allow me to get another set -- or, actually, if you
8 can hear me okay, I'll just speak this way. Is this okay?

9 THE COURT: We've got a little echo in the background. I
10 don't know where that's coming from.

11 MR. ROYAL: Okay. I only have one microphone on.

12 THE COURT: Okay. Go ahead.

13 MR. ROYAL: Your Honor, can I ask at what point you
14 couldn't hear me anymore?

15 THE COURT: Mr. O'Kelley, can you help me with that? Do
16 you remember at what point we lost him?

17 MR. O'KELLEY: Yes, sir. Mr. Royal went mute about when
18 he was talking about the 97% of the owners agreed with the
19 Motion to Amend. Everything after that was silent,
20 unfortunately, Your Honor.

21 MR. ROYAL: Thank you, Your Honor.

22 Your Honor, I will backtrack a little bit. I apologize
23 for the technical problem there.

24 Your Honor, what I was saying is that the motion before
25 the Court attempts to define me as a kind of independent

1 mischief maker, but that's just a demonstrably false
2 narrative, Your Honor. I'm acting --

3 I think there's some echo coming from somewhere. Is it
4 possible to mute folks who are not speaking?

5 THE COURT: Okay. Hold on. Can you unmute yourself,
6 Mr. Royal? One second. Can I get everyone that's on, other
7 than Mr. Royal and Mr. O'Kelley, to mute yourself? Do you
8 know how to do that? Hit your mute button. Can everyone --
9 there's a button on your computer that says "mute." Can you
10 hit your mute button? Everybody mute themselves, other than
11 Mr. O'Kelley, Mr. Royal, and Mr. Wilson.

12 MR. ROYAL: I have muted my microphone so hopefully --

13 MS. BURBAGE: Your Honor, there are several people who
14 are logged in multiple times, and that will oftentimes cause
15 it to reverberate.

16 THE COURT: Yeah, I think Mr. Mosimann is logged in three
17 times.

18 Mr. Mosimann, can you hear me? Mr. Mosimann, can you
19 hear me? Mr. Mosimann, can you hear me?

20 MR. MOSIMANN: Yes, I can.

21 THE COURT: All right. He's on just once now.

22 Let's try it again, Mr. Royal. Go ahead.

23 MR. ROYAL: Okay. I've just unmuted myself. Is this
24 okay?

25 THE COURT: Yeah. Go ahead now. You're good.

1 MR. ROYAL: Thank you. I apologize for the troubles
2 here, but I do appreciate the Court's accommodation to letting
3 me appear virtually, as I'm out of state.

4 Your Honor, did you hear the part about the South
5 Carolina statute and the bylaws which allow the members to
6 remove board members?

7 THE COURT: Did hear that, yes.

8 MR. ROYAL: Okay, Your Honor. Thank you. Then I'll just
9 pick up there.

10 Your Honor, the fact is that I'm not an independent
11 mischief maker co-owner at the Ashley House. I am acting as a
12 kind of point person for the majority interest in the Ashley
13 House. And it is well-documented in the record of this case
14 that the Ashley House Council of Co-owners wishes to remove
15 the directors from the board.

16 And, Your Honor, I pointed out a moment ago but I don't
17 think you could hear me, there's a conflict of interest that I
18 think needs to be addressed, maybe not in this hearing but in
19 the future, where the counsel for the defendant is acting not
20 in the interest of the known will of the Council of Co-owners,
21 which is to remove the directors, but they are acting in the
22 interests of the directors themselves. But their client is
23 the corporation. I feel that that's a major conflict of
24 interest that, at some point, needs to be addressed, but I
25 wanted that to be on your radar.

1 Your Honor, the Ashley House has been trying to remove
2 the directors from the board for roughly a year now, and we
3 have been thwarted at every stage by the board of directors.

4 Mr. O'Kelley referenced earlier that, in my memorandum to
5 the Court, I say it is an undisputed fact that the Ashley
6 House has tried to remove the board of directors and replace
7 them. And that's true.

8 It is an undisputed fact in this case that, on August 17,
9 last year, a majority of the co-owners, in person and by
10 proxy, voted to remove the directors from our board. A quorum
11 was formed at a special meeting called by the co-owners and
12 97% of the co-owners in attendance at that meeting voted to
13 remove the directors and replace them. That is a fact. And
14 there is no evidence or even allegation from the defendant to
15 the contrary.

16 They did not dispute in their motion, hearing, argument,
17 or in their memorandum that the co-owners did not make that
18 vote and that it was not 97% of the co-owners in attendance at
19 a meeting which met quorum to remove the directors.

20 So the co-owners very demonstrably want to remove these
21 directors and they want to elect new directors who can manage
22 the various challenges facing the Ashley House, directors that
23 they can trust will be in their best interest.

24 What the defendant did dispute was the notice -- the
25 notice of the special meeting. So not the will of the

1 co-owners but the notice. They argued to Judge Kimpson that
2 the notice of the special meeting was deficient because it did
3 not individually identify each director who was threatened
4 with removal.

5 As we noted, Your Honor, I filed a Motion for
6 Reconsideration because I believe Judge Kimpson's Order to be
7 in error. Nonetheless, I accept that Judge Kimpson's Order is
8 the law for the time being and that the rules he established
9 for how notices must be made must be followed by the Ashley
10 House until such time an appeal occurs or the judge
11 reconsiders that.

12 But, Your Honor, the, again, demonstrated fact of the
13 case is that the co-owners want to remove the directors, and
14 this motion is put forth to the Court to create some rationale
15 by which the directors may tell the owners they're not allowed
16 to vote (indiscernible) from the board of directors.

17 Now, I want to go back to your question at the beginning,
18 Your Honor. You said, you know, what is the nature of this
19 case, why is it filed? Again, the reason this case was filed
20 was because the board of directors was disregarding the will
21 of the co-owners and refusing to allow the co-owners to vote
22 on matters which are owner business.

23 So I filed this in order to try to force the board to
24 comply with the bylaws of the corporation in South Carolina
25 statute. I filed it after the board refused to allow the

1 owners to vote on a matter in the 2023 annual meeting. Then I
2 amended the lawsuit in 2024 after an annual meeting a year ago
3 now in which many of the motions, which are in the notice
4 before the Court, were brought to the fore by the co-owners,
5 and the board of directors and Ms. Burbage, who is the
6 president, ignored the owners' desire for self-governance and
7 simply walked out of the annual meeting last year. It was
8 kind of like Michael Scott declaring bankruptcy by yelling at
9 his colleagues that he was bankrupt.

10 That's what happened. The president declared last year's
11 annual meeting to be adjourned. Of course, adjournment is a
12 motion that needs to be voted upon. And so the directors and
13 officers walked out of the meeting while the rest of us
14 members proceeded to vote on measures that we felt was in the
15 best interest of the corporation. All of those measures have
16 been disregarded by the board, and therefore, we are bringing
17 them back at this year's annual meeting.

18 But let me get a little bit into the details of Judge
19 Kimpson's notice requirements, which we have tried so hard to
20 follow. What Judge Kimpson's Order said, Your Honor -- and
21 this is in relation to the special meeting that occurred last
22 year but would also apply to this year's annual meeting to
23 occur on Monday next week.

24 Judge Kimpson -- Judge Kimpson's Order said that, in
25 order for a co-owner, at a co-owner meeting, to make any

1 motion -- and he does not distinguish between substantive
2 motions like policy matters or procedural motions -- any
3 motion must be noticed to all of the co-owners prior to the
4 occurrence of the meeting.

5 So that means, Your Honor, if someone at the Ashley House
6 wants to put forward a motion that the Ashley House should
7 have a talent show every Tuesday at 6:00 p.m., then someone
8 should have noticed that motion to all of the owners prior to
9 the beginning of the meeting. Also, if another person happens
10 to want to amend that motion and say the pet talent show
11 should only be for cats and not for dogs, that amendment is
12 also a motion and needs to have been noticed to all of the
13 members prior to the meeting.

14 So, in other words, in order for those two motions not to
15 be out of order under Judge Kimpson's Order, those two
16 co-owners should have sent some mailing to all of the
17 co-owners saying, "I'm planning to bring up a motion to create
18 a pet talent show and someone else is bringing up a motion to
19 amend my motion."

20 So what that means, under Judge Kimpson's Order, is that
21 someone must be forecasting perfectly all the motions which
22 might occur at the annual meeting and noticing all of the
23 co-owners of any potential motion which might come up. That
24 is the number-one primary holding of Judge Kimpson's Order.

25 The second primary holding of the Order is that, when it

1 comes to motions to remove directors from the board, the
2 motion -- the notice -- the notice of the motion must uniquely
3 identify each director who will be removed. So if you put
4 those two things together, Your Honor, what that means is
5 that, in order to accomplish the straightforward goal of the
6 members in attendance at their own meeting, the
7 decision-makers for which directors might be removed, there
8 must be multiple preexisting notices such that each notice
9 corresponds to each potential combination of directors about
10 which a motion might be made.

11 So let me try to flesh that out a moment. I know this is
12 somewhat strange and complicated and, in my opinion, Your
13 Honor, very surprising. The Order is very, very surprising to
14 me, but, nonetheless, the co-owners and I are eager to try our
15 best to comply with it.

16 To determine the total number of combinations of one or
17 more directors that might be removed from a board of directors
18 of nine positions, one must calculate all of the possible
19 non-empty (ph) subsets (indiscernible). So, in other words --
20 I'll just get straight to the conclusion.

21 There's 511 different combinations of nine directors. So
22 if we want the co-owners of the Ashley House to be able to
23 make decisions in a deliberative process about which directors
24 to remove from the board, then we need to allow them all of
25 the options. So, in other words, someone want might want to

1 move that Directors A, B, and D are removed from the board of
2 directors but not C, E, F, G, H, and I, for example. Someone
3 could make that motion. And under Judge Kimpson's Order, in
4 order to make that motion during the annual meeting of
5 co-owners, there must have been a pre-meeting notice that that
6 specific motion for removing directors might come up at the
7 annual meeting.

8 So the proliferation of motions that are published in my
9 notice are a direct result of the legal theory advanced by the
10 defendant and adopted by Judge Kimpson. So nobody -- nobody
11 wants to be making dozens or hundreds of motions, and that
12 certainly would not occur at the annual meeting.

13 But in order to comply with Judge Kimpson's Order and in
14 order to satisfy the purpose of allowing the co-owners,
15 through a deliberative process at their own meeting to remove
16 directors, all of those possible motions must be noticed prior
17 to the beginning of the meeting.

18 And, Your Honor, I go through that in more detail in my
19 memorandum to the Court, but that is kind of the point of why
20 there are so many motions. No one is going to stand in the
21 co-owner meeting and make those motions, but someone will make
22 one of those motions, and it likely will be to remove all of
23 the directors. So, again, Your Honor, we're doing our best to
24 comply with the Order.

25 The argument you heard from Defendant's attorney is that

1 we are trying to upend the rules, but we are the rule
2 followers. In this case, the co-owners are the rule
3 followers, and the board of directors is doing everything in
4 their power to prevent the co-owners from exercising their
5 right to remove the directors and determine who their
6 leadership is.

7 I would just add, Your Honor, that in our attempt to
8 comply with Judge Kimpson's Order, what we did was we gave the
9 notice of motions to the directors, and we asked, you know, if
10 there is any deficiency here -- we're trying our best to
11 follow Judge Kimpson's Order. If there's any deficiency,
12 please let us know because we are eager to cure any
13 deficiencies and perfect this notice.

14 The board refused to acknowledge receipt of that email,
15 which is very common. If you look at the record, this has
16 just happened over and over and over. The board refused to
17 acknowledge receipt, would not reply. They just immediately
18 moved to filing a motion for TRO to try to shut this down
19 through the courts.

20 But in reading the motion that was filed, I discovered
21 that, indeed, the board does believe that our notice is
22 deficient. And so, therefore, we tried to correct it.

23 And so let me go through the specific complaints that are
24 cataloged in the defendant's motion, complaints about why our
25 notice is ineffective.

1 The first one is that, in the notice, I used the word
2 "may" instead of "will." Okay? It's not clear why this is an
3 issue, but we correct that in the revised notice. We used the
4 word "will" instead of "may." So, hopefully, we have checked
5 that box.

6 The second is that I noticed too many motions. Now, I
7 have just gone through, Your Honor, the rationale for why,
8 under Judge Kimpson's Order, we had to proliferate those
9 motions. But, nonetheless, we said, "How many motions is too
10 many?" We don't want to offend the board by sending too many
11 motions. Just tell us how many, and we'll comply.

12 The board ignored us again. They wouldn't tell us how
13 many motions are too many. So we still attempted to correct
14 that issue by substantially reducing the number of motions,
15 even though the board would not inform me how many motions
16 that co-owners are allowed to notice for their own meeting.

17 Then, No. 3, the defendant disagrees with the content of
18 some of the motions. And so, Your Honor, this is a red
19 herring and it is totally immaterial and irrelevant. The
20 board cannot tell the co-owners which motions the co-owners
21 can make at a co-owner meeting. There is, in this case, Your
22 Honor, a fundamental misunderstanding about the fact that the
23 owners of a corporation are the ultimate authority of the
24 corporation. And the co-owners are allowed to make motions in
25 their own meeting that the board disagrees with.

1 Mr. Hamlin said earlier that he believes that some of the
2 motions that are noticed would require an amendment to the
3 bylaws. I strongly disagree with that, but it is irrelevant
4 and totally out of place in this motion hearing.

5 The board may disagree that some of the motions might or
6 might not require a bylaw amendment. That has nothing to do
7 with whether or not an owner of the corporation is allowed to
8 make a motion.

9 Now, if the motion is made and adopted by the corporation
10 and it turns out that it was in error and should have been in
11 the form of an amendment to the bylaw, then there are ways to
12 remedy that. But the board can't simply tell owners you're
13 not allowed to make certain motions because we think that
14 would require an amendment to the bylaws.

15 So this challenge, I think, should be totally disregarded
16 by the Court, any challenge that says that the motions in the
17 notice of motions are -- you know, if there's a disagreement
18 with the content of motions, that is irrelevant.

19 No. 4, the defendant says that the meeting will take too
20 long. That is not the basis for the Court to enjoin me or any
21 co-owner. The fact that the meeting may take a long time
22 because there's a lot of business to do is irrelevant to this
23 motion, and it's also the board's fault. Your Honor, the
24 co-owners have urged the board for years to adopt some
25 technology whereby it takes less than 30 minutes to count the

1 votes. The reason it takes that time is each vote is weighted
2 differently. So whenever a vote occurs, all of those
3 weightings have to be tabulated, and it takes about 20 or 30
4 minutes at least to count a vote. So if we had six votes,
5 that could take three hours. And that's just -- you know, we
6 need to get -- the co-owners are entitled to do the business
7 of the co-owners at the co-owner meeting, and for the board to
8 argue that's just going to take too long is not a reason for
9 the Court to enjoin the co-owners from having the meeting.

10 No. 5, the defendant complains that I asked the board to
11 please advise me on the deficiencies in my notice. Now, it is
12 not clear how my asking the board to point out notice
13 deficiencies is any grounds for the Court to grant an
14 injunction against me. It's just an absurd argument. I'm
15 asking how do I perfect the notice. If you think there's a
16 problem with it, I want to perfect it. I'm not arguing that
17 the defendant has the obligation to advise me. I was just
18 asking. So, again, that just is a false challenge to the
19 notice that I provided.

20 The No. 6 reason the defendant gives is my notice was
21 deficient, and we've already addressed this, Your Honor. The
22 defendant did not really further explain how it was deficient.
23 It also certified in its motion that no purpose would be
24 served by consultation with me in the matter and no contact
25 was made by me. As I said, the board continues to ignore my

1 communications. They just wanted to go to court and get some
2 Order by which they can tell the co-owners you can't vote on
3 the removal of directors.

4 No. 7, they said the passage of the motions notice would
5 render the Ashley House ungovernable. That is the opposite of
6 the truth. What the directors have been doing throughout this
7 last year is trying to prevent, in every way possible, the
8 co-owners from implementing their will. So that's just a
9 false claim.

10 And the eighth reason that they give is that I improperly
11 noticed the board of directors instead of the co-owners. Now,
12 my understanding from Judge Kimpson was that the notice was
13 supposed to go to the board of directors who would then
14 publish it to the co-owners. It appears the defendant
15 disagrees with that, so, again, in the attempt not only to
16 follow the letter of the law from Judge Kimpson but even to go
17 further to comply with the defendant's interpretation, as
18 extreme as it may be, of that Order, we then republished the
19 notice to all the co-owners.

20 Strangely, Mr. O'Kelley complains that he now does not
21 know whether that notice actually reached all the co-owners.
22 Well, that's because the board didn't provide the notice to
23 the co-owners; he asked me to, and my colleagues at the Ashley
24 House, which we did. So that's just, I think, a very
25 disingenuous complaint when he forced us to write the names

1 and addresses of every co-owner and put stamps on it, coming
2 out-of-pocket for those expenses.

3 So, Your Honor, the result from all of this is that the
4 board of directors understand that they are threatened with
5 imminent removal, and, again, it's demonstrably true. I know
6 that a majority of the corporation has already voted on their
7 removal, and that vote was ineffective only because of the
8 deficiency, according to Judge Kimpson, in the notice.

9 So what has happened is then the board ordered -- the
10 board sent an email a few days ago to all the homeowners,
11 which purports to cancel the annual meeting of co-owners.
12 Again, the board doesn't understand that the co-owners meeting
13 is for the co-owners. It is irrelevant whether the board even
14 shows up to a co-owners meeting.

15 The co-owners are the owners of the corporation and are
16 entitled to self-governance. That is the concept of corporate
17 organization. There is, Your Honor, no authority for the
18 board to cancel the annual meeting of the co-owners.

19 So under Statute 33-31-701(a), a corporation with members
20 shall hold a membership meeting annually at a time stated or
21 fixed in accordance with the bylaws. Now, our bylaws, in
22 Section 3.1 states, "Annual meetings of the co-owners shall be
23 held on the fourth Monday of March of each year or at such
24 time reasonably thereafter as may be adopted by resolution of
25 the board of directors, and the co-owners may transact such

1 other business at such meetings as may properly come before
2 them. Neither the statute nor the bylaws creates any
3 mechanism by which the board may unilaterally cancel or
4 indefinitely delay the annual meeting."

5 Now, while they're delaying or attempting to delay the
6 annual meeting and delay their imminent removal, they are
7 still meeting as a board and passing major spending measures
8 without approval by the co-owners in direct violation of
9 Section 6.4 of the bylaws.

10 This is a major contention by the co-owners, is the board
11 of directors has spending programs and is creating assessments
12 for the co-owners in violation of our bylaws. This is why the
13 members have lost faith in the board and want to remove them.

14 So I want the Court to understand, the board is trying to
15 use a procedural argument and delay the annual meeting so that
16 the board can keep passing assessments without the approval of
17 the co-owners. It is the co-owners' right to remove the board
18 and replace them, and the Court should understand that that is
19 the intention and the goal, and it is in violation of South
20 Carolina law and the bylaws.

21 So, Your Honor, we, the co-owners, are planning to move
22 forward with the annual meeting, which the board tried to
23 cancel. And when they cancelled the reservation at the
24 Marriott Hotel conference room, we then reserved that room for
25 April 28th at 6:00 p.m. The co-owners plan to show up, and we

1 plan to hold that meeting.

2 Now, if Ms. Burbage, the president, wishes to attend, she
3 will, of course, be permitted to chair the meeting, as is her
4 duty under the bylaws. If she does not want to attend, then
5 we will appoint a chair pro tem, and we will proceed with the
6 meeting as scheduled and noticed, unless this Court, for some
7 reason, tells us not to.

8 But, Your Honor, again, the (indiscernible) should be
9 seeking to preserve the status quo. The status quo is the
10 annual meeting was noticed, it was scheduled, and the owners
11 have the right to meet and conduct business and perform
12 self-governance of a corporation. That is the status quo.
13 What the defendant is trying to do is disrupt the status quo,
14 not preserve it.

15 So Mr. O'Kelley mentioned that I have given the Court
16 standards for the TRO and injunction. The defendant has
17 completely failed to even make a prima facie case for the
18 Court to do anything but commend myself and the other
19 co-owners for going to such extreme lengths to strictly follow
20 the Kimpson Order and accommodate every wish of the defendant
21 in its interpretation of the Order.

22 The final thing, Your Honor, I believe that there is an
23 argument that the defendant lacks any standing to even
24 complain about notice deficiency. If my notice is, for some
25 reason, defective, then the corporation itself is not the

1 harmed party and, therefore, does not have any standing to
2 complain about it. So I think the Court, just on that ground
3 alone, should dismiss the defendant's attack on the notice.

4 You know, in South Carolina, under Sloan vs. Stanford,
5 it's a general rule, to have standing, a litigant must have a
6 personal stake in the subject matter of the litigation. Here,
7 the corporation does not have a personal stake in who is on
8 the board, so the corporation is not harmed. Perhaps a
9 director could make some claim, perhaps some co-owner could
10 make some claim, but those are not the parties in this
11 hearing.

12 And, Your Honor, I just feel that the -- the last section
13 of my memorandum -- and I'll stop here -- but the last section
14 of my memorandum goes over equitable and policy
15 considerations. I just offer to the Court that the facts that
16 have stacked up in this case very strongly favor
17 considerations of equity for the plaintiff and the co-owners
18 whose interests I believe I am advancing in this case.

19 And I'm happy to answer any questions, Your Honor.

20 THE COURT: All right. I don't have any at this point.

21 How much contact have you made with Judge Kimpson on the
22 Motion for Reconsideration? Has he made any contact with you?

23 MR. ROYAL: Your Honor, he has not been in contact with
24 the parties, as far as I know. Certainly hasn't been in
25 contact with me. I did submit that Motion for Reconsideration

1 within 10 days. But, Your Honor, again, I don't think that
2 that is relevant to the matter at hand because we have
3 complied --

4 THE COURT: Why do you say it's not relevant?

5 MR. ROYAL: Sorry?

6 THE COURT: Why do you say it's not relevant to the
7 matter at hand?

8 MR. ROYAL: The reason, Your Honor, is that, while, you
9 know, my Motion for Reconsideration essentially says, "Judge
10 Kimpson, I think you made a mistake. I would like you to
11 reconsider your Order."

12 But, in this matter, I have -- the co-owners and I
13 understand that Judge Kimpson's Order is the absolute law of
14 the land, and we have done everything in our power to
15 completely comply with it.

16 And so we have considered it to -- you know, for purposes
17 of the annual meeting, we're considering Judge Kimpson's Order
18 to be absolutely faultless and have taken it to heart and have
19 eagerly attempted to comply with not just the spirit but the
20 absolute letter of that Order. Therefore, even if Judge
21 Kimpson were to later rule that he had made an error, it still
22 should be permissible for the co-owners to meet and vote to
23 remove directors and replace them.

24 Even if Judge Kimpson were to later disagree with his
25 original Order, that wouldn't mean that the co-owners hadn't

1 appointed new directors. That appointment or election of new
2 directors would still be, I think, completely valid.

3 THE COURT: Okay. If that's the case, why did you file a
4 Motion for Reconsideration? If that's your position, why did
5 you file the Motion for Reconsideration?

6 MR. ROYAL: Your Honor, because I feel that the Order was
7 an error. And I also feel that, at some point, the current
8 board of directors are going to need to answer for the
9 decisions which they have made.

10 THE COURT: Let me ask you this: What would you do, by
11 chance, if Judge Kimpson agreed with you? What if he agreed
12 with you? Let's say he agreed with you. What's the posture
13 of your argument today? Let's say he agreed with you.

14 MR. ROYAL: Yes, sir. No, I appreciate the question,
15 sir. So what would happen -- sorry, go ahead.

16 THE COURT: Go ahead. I'm listening.

17 MR. ROYAL: Sorry. I didn't mean to interrupt.

18 Yes, Your Honor, then that would be completely fine.

19 If the judge agreed with my Motion for Reconsideration,
20 that would mean that, during the period between August 17 and
21 Monday of next week, that the current board of directors were
22 not -- were not the board of directors, then that would not
23 disturb any motion in next Monday's meeting in which a motion
24 comes up that says we'd like to completely remove the board of
25 directors and start over. We want to start fresh. You know,

1 whoever is on the board of directors, we need to delete them
2 and now hold an election to reappoint.

3 So I don't think that anything that happens in Monday's
4 annual meeting should disturb anything that Judge Kimpson
5 says, but what the significance of Judge Kimpson's
6 reconsideration would be is that -- is that the decisions made
7 by the board between last August and now would be invalid.
8 And that will be very important for the corporation to know,
9 Your Honor.

10 THE COURT: Didn't Kimpson -- Judge Kimpson's Order --
11 and I may not have gotten it correctly stated, but didn't he
12 say in his Order that the attempt to unseat the board was null
13 and void? Wasn't there some language about that?

14 MR. O'KELLEY: That's exactly what he ruled, Your Honor.

15 THE COURT: Okay. So, Mr. Royal, if that's what he
16 ruled --

17 MR. ROYAL: Yes, sir. That's the -- so Judge Kimpson
18 said that the special meeting was invalid because the notice
19 of the special meeting was deficient. What we have tried to
20 do there for Your Honor is to comply with Judge Kimpson's
21 Order to perfect the notice.

22 So it is the theory of the defendant, which was adopted
23 by Judge Kimpson, these special rules about how notice must
24 happen. That is the reason for the proliferation of motion
25 notices about which the defendant now complains. It is a

1 direct result and consequence of Judge Kimpson's Order that,
2 in order to give the co-owners the freedom to choose who to
3 remove from the board, the notice must provide the possibility
4 for each possible subset of directors to be removed.

5 THE COURT: But you cited some cases that Judge Price
6 cited in his --

7 MR. ROYAL: Yes, sir. So Judge Kimpson followed Judge
8 Price. Both judges --

9 THE COURT: And you cited those cases.

10 MR. ROYAL: Yes, sir. I cited both cases. Both of those
11 judges said that the bylaws of the Ashley House require
12 motions that arise in a co-owner meeting to be noticed to the
13 members prior to the beginning of the meeting. They both said
14 that the governing documents create this rule.

15 I'll just note for the Court, no language was articulated
16 in either of those Orders substantiating this rule, and it's
17 still a mystery to me, Your Honor, of what language was the
18 basis of the rule which the courts said is in the bylaws.

19 With all respect to the Court, Your Honor, there is no
20 language in the bylaws that requires motions. And, Your
21 Honor, I don't mean to argue your colleague's opinion in this
22 case. I'll just say that I strongly disagree with those
23 Orders. I don't think they have any basis in the bylaws, and
24 that's why I moved for reconsideration.

25 There are cases in which the purpose of a corporate

1 meeting must be noticed to the members prior to the meeting.
2 For example, whenever there's a special meeting, the purpose
3 of the special meeting must be noticed to members.

4 But I know of no case in the entire world in which there
5 is any general rule that motions be noticed prior to the
6 occurrence of a corporate meeting, either in the non-profit
7 corporations or for-profit corporations. There is just no
8 example that I know of in the world where that is a general
9 rule.

10 MR. O'KELLEY: And, Your Honor, if I may, it's not a
11 general rule. The bylaws don't provide for motions from the
12 floor.

13 What -- Your Honor's questions are questions in the sense
14 that what Mr. Royal has just said is, "We need to maintain the
15 status quo." Well, the status quo would be what Judge Kimpson
16 ordered and to put everything on hold until this Motion to
17 Reconsider is decided. And that is the key here, Your Honor.
18 This is -- preserves the status quo in joining this attempt to
19 take over a meeting.

20 And also, Your Honor, one thing Judge Kimpson cited,
21 which Mr. Royal has omitted, is the actual language in the
22 Nonprofit Act that requires there be 5% of the owners to bring
23 a motion prior to a meeting. It's 5%. It's not just
24 Mr. Royal saying, "I'm now complying with the judge's Order."
25 Judge Kimpson noted that in his Order that, under the

1 Nonprofit Act, you have to have 5% of the owners to brings
2 something prior to.

3 And if I may, Your Honor, all corporations act through
4 their board. The Nonprofit Act requires a nonprofit
5 corporation to establish bylaws. That's it. You don't have
6 to establish anything but bylaws because why? They know that
7 a board only acts through bylaws. The Nonprofit Act says
8 there has to be a president, a secretary, and a treasurer, and
9 then says you get to create your bylaws as you wish.

10 Judge Kimpson did rule, as Your Honor asked, that the
11 August 17th meeting was void, null, of no force and effect.
12 So Mr. Royal is now arguing that, well, 97% of the owners
13 disagree with the current board, but that's just not the case,
14 Your Honor.

15 Mr. Royal is a single owner. He kept saying "we" and
16 "us." Who is he representing? That's a problem, Your Honor,
17 because Mr. Royal is not a licensed attorney in South
18 Carolina.

19 And as I pointed out at the beginning of our hearing,
20 Your Honor, none of the other people here are parties to this
21 case, but he keeps saying "we" and "us." So that's going to
22 be a problem that the Supreme Court of South Carolina may be
23 having to deal with soon if it's practicing law, representing
24 to this Court or Judge Kimpson that he has the authority to
25 represent other people, because he is not licensed. And as

1 Your Honor knows, our Supreme Court takes the unauthorized
2 practice of law very seriously.

3 Again, Your Honor, there has been no demonstration that
4 he's got 5% of the owners for this notice. There's been no
5 demonstration that holding these matters in abeyance will
6 somehow create problems. Because as Your Honor asked, you
7 can't have it both ways. You can't move to reconsider and
8 say, "You've got it, Judge, but now I'm going to comply with
9 your Order and move forward with the hearing that's been
10 cancelled, Your Honor."

11 This argument that there's no standing is not even a red
12 herring; it's a purple herring, Your Honor. Of course a
13 board, a corporation, only acts -- any corporation only acts
14 through its board, whether that's General Motors, whether
15 that's the Ashley House Council of Co-owners, whether it's
16 Exxon, whether it's the Historic Charleston Foundation, Your
17 Honor.

18 The Nonprofit Corporation Act, again, establishes bylaws
19 and the way to do this, which Mr. Royal hasn't complied with.

20 Again, Your Honor, I'm very concerned. And Mr. Wilson
21 and I now have an ethical duty to tell the Supreme Court
22 Mr. Royal has said in open.

23 Court "we" and "us," and that's a problem, Your Honor.
24 I'm concerned about our problems under the issues that we have
25 under the Rules of Professional Conduct.

1 MR. ROYAL: Your Honor, if I may --

2 MR. O'KELLEY: One thing I'm not -- I'm still speaking,
3 Mr. Royal.

4 One thing that -- also, Mr. Royal has now tried to insert
5 that Mr. Wilson and I have a conflict of interest. Nothing
6 could be further from the truth. We are representing the
7 Ashley House that only acts through its board. That is who we
8 represent is the Ashley House Council of Co-owners.

9 All corporations act through a board, Your Honor, and he
10 knows that, and he's trying to take the board over through
11 means that two judges have ruled are improper. That's why
12 we're asking for this TRO and injunction, to preserve
13 everything until we have a clear path forward from Judge
14 Kimpson.

15 Thank you, Your Honor.

16 MR. ROYAL: If I may, Your Honor, I'd like to address
17 some of these points.

18 First of all, last year at the 2024 annual meeting of
19 co-owners, the majority in attendance voted to approve a
20 resolution instructing the board to immediately fire Hamlin
21 O'Kelley and not to rehire his firm. That is --

22 THE COURT: Mr. Royal, I don't mean to interrupt you, but
23 what I want you to touch upon, at some point in your
24 conversation, is the whole idea of representation.

25 MR. ROYAL: Sure. I'm happy to, Your Honor.

1 THE COURT: I need you to address that, because that's --

2 MR. ROYAL: Yes, sir.

3 THE COURT: That could be problematic.

4 MR. ROYAL: Yes, sir. I am absolutely not a legal
5 representative for anyone and have never represented that I
6 am. I am very careful, Your Honor, not to be the legal
7 advisor or representative for anyone.

8 It is my right, Your Honor, to say in court that the
9 purpose of my litigation is to serve the interest of the
10 co-owners. That doesn't mean that I --

11 THE COURT: But you don't speak for any of these
12 co-owners that's on this screen? You don't speak for them?

13 MR. ROYAL: Absolutely not. Your Honor, they are
14 welcome --

15 THE COURT: They are not relying -- let me ask you this:
16 Are they relying on anything that you say?

17 MR. ROYAL: Your Honor, I would say that, in general,
18 they are relying on my efforts as a co-owner, as one of their
19 colleagues. I believe that they are very supportive.

20 And, Your Honor, if I weren't bringing these motion
21 notices in advance of the annual meeting, then one of them
22 would be. It just happens, Your Honor, that I've been willing
23 to put forward the effort here. And, again, my intention --

24 THE COURT: But let me ask you this: All these co-owners
25 that are signed on, did they come on because of Mr. O'Kelley

1 or they came on because of you?

2 MR. ROYAL: Most of these people that have shown up are
3 co-owners who want to remove the board of directors.

4 THE COURT: But they came on -- they came on this screen
5 today because of you?

6 MR. ROYAL: Because of their interest in this case. I'm
7 not trying to be complicated here, Your Honor, but I'm trying
8 to understand the purpose of the question.

9 None of -- if you ask any one of these -- and I welcome
10 you to, Your Honor, to say if they believe that I am their
11 legal representative, none of them would say that I'm their
12 legal representative. But that's just not the case at all.

13 And, Your Honor, I don't -- I'm a pro se plaintiff and
14 I'm a co-owner, and it happens that other co-owners hope that
15 my litigation is successful because they believe it will be in
16 the benefit of the corporation itself. That doesn't mean that
17 I am a legal representative for anyone else.

18 THE COURT: So when you use the terminology "we," what's
19 that -- what does that mean?

20 MR. ROYAL: That means, Your Honor, it is a material fact
21 of this case that I have coordinated with other co-owners in
22 the special meeting. As Mr. Hamlin -- Mr. O'Kelley just
23 mentioned, a notice for a special meeting requires a 5%. That
24 is not -- I think he misquoted Judge Kimpson that any motion
25 requires 5%. I'd love to find out where he's reading that.

1 That's not my understanding.

2 But co-owners and owners of a corporation certainly have
3 the right to work together in the interest of self-governance.
4 But let's say that there's an annual meeting and several
5 members come up with the idea to put forward a motion. That
6 wouldn't mean that one of the co-owners is a legal
7 representative for the other co-owners. It just means that
8 they're coordinating their efforts.

9 But, Your Honor, I'm very careful not to represent to
10 anyone that I am anyone's attorney. Certainly not.

11 MR. O'KELLEY: Your Honor, I just want to point out that
12 Mr. Royal said "we" and "us." And in prior correspondence,
13 Mr. Royal has sent out notices saying what the Court of Common
14 Pleas will do. He is definitely practicing law without a
15 license at this point, Your Honor, and that's -- that's a real
16 problem.

17 To answer Your Honor's question as to why these folks are
18 on the call, I didn't tell any of them -- anybody about this.
19 Mr. Wilson didn't tell anybody about this.

20 So the folks that are on here that I will name, that
21 Mr. Royal must have informed them about the hearing today,
22 include Ms. Schreier -- people who are not on the board --
23 Ms. Schreier, Ms. Mayer, Mr. Mosimann, Ms. Rodriguez,
24 Ms. Humphries, and maybe Ms. Morrison.

25 But we did not pass this on to anyone but the board, Your

1 Honor. And so this is a real problem, Your Honor. He has
2 said "we." He said people have an interest in this. Well, I
3 don't know how he can say that he is going to be representing
4 people when he doesn't have a license.

5 And one other thing I want to point out, Your Honor --

6 MR. ROYAL: I didn't say that.

7 MR. O'KELLEY: One thing I want to point out, Your Honor:
8 Mr. Royal has a motion to try and amend this case to turn it
9 into a derivative action, and derivative actions can only be
10 on behalf of other people.

11 So, again, by virtue of filing a motion to try and turn
12 this into a Rule 23 matter, he's representing other people.
13 And I wasn't going to bring it up today, but I have a duty to
14 do so under the ethical rules, Your Honor.

15 MR. ROYAL: Your Honor, there is nothing in the statute
16 or common law in South Carolina that prohibits a member of a
17 nonprofit corporation from being the plaintiff in a derivative
18 lawsuit. That, again, is not an attorney position. Any
19 member can do that. If Mr. O'Kelley believes otherwise, I'd
20 love to know the law that he's referring to. That's just not
21 the case.

22 MR. O'KELLEY: He's here in a representative capacity and
23 keeps saying "we" and "us." And a Rule 23 motion, Your Honor,
24 is for someone to represent other people. Those are generally
25 brought by attorneys, not by pro se folks because of the

1 nature of Rule 23 as to derivative -- as to Rule 23(b) and
2 23(c) involving derivatives and class actions, Your Honor. If
3 Mr. Royal had a license in South Carolina, maybe he would know
4 that.

5 MR. ROYAL: Mr. O'Kelley is referring to law, but he's
6 not telling us which law. There is nothing in the law that
7 says that a pro se litigant can't be the plaintiff in a
8 derivative lawsuit.

9 But, again, I think the Court is being distracted by the
10 purpose at hand, which is the defendants want to stop the
11 annual meeting from happening on Monday and prevent the
12 directors from being thrown off the board, but that is the
13 demonstrated interest of the corporation.

14 I say "demonstrated." It's very much in the record of
15 this case that the majority of the co-owners need to move on
16 from these directors. We can't wait until the next annual
17 meeting in 2026. The board will have already spent all of our
18 money without our authorization.

19 And I can say "we" and "our," Your Honor. I'm talking
20 about facts of the case. That doesn't mean that I'm
21 representing anyone as their attorney. That's just not the
22 case.

23 THE COURT: Go ahead. Continue. Mr. Royal, you can
24 continue.

25 MR. ROYAL: Sorry, Your Honor. Are you talking to me?

1 THE COURT: Yeah, you can continue.

2 MR. ROYAL: I've finished -- I've finished my comments,
3 Your Honor. Sorry.

4 THE COURT: All right. Mr. O'Kelley, anything else?

5 MR. ROYAL: No, sir. I'll forward you the documents in
6 just a moment.

7 THE COURT: All right. What I'm going to do, I'm going
8 to -- today is Wednesday. I'm going to look at it sometime
9 this afternoon. If y'all forward me the documents and --
10 because of the gravity of the situation, I'll, in all
11 likelihood, contact counsel tomorrow with my decision.

12 MR. O'KELLEY: Thank you, Your Honor.

13 MR. ROYAL: Thank you Your Honor.

14 MR. O'KELLEY: Have a great day.

15 THE COURT: Y'all have a great day. Take care.

16 MR. O'KELLEY: Thank you. Bye.

17 (The above hearing concluded.)

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Certificate of Transcriber

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CASE NAME: Royal v. Ashley House Council of Co-Owners

DATE OF HEARING: 4/23/25

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/s/ Bobbi Fisher

Bobbi Fisher, SC Official Court Reporter III, RPR

Transcript Prepared: 7/20/25

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