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**SC Court of Appeals**

ELECTRONICALLY FILED - 2024 Oct 24 10:31 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0701195

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BEAUFORT COUNTY, South Carolina,

Plaintiff,

vs.

ADAMS OUTDOOR ADVERTISING  
LIMITED PARTNERSHIP,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

Civil Action No. 2022-CP-07-01195

**ORDER REGARDING AREAS OR  
TOPICS OF EXAMINATION FOR  
DEFENDANT'S RECONVENED  
DEPOSITION OF ERIC GREENWAY**

On August 20, 2024, this Court entered its Order Granting Defendant's Motion to Reconvene Eric Greenway's Deposition and to Compel Discovery. Pursuant thereto, the attorneys for Defendant and Eric Greenway were to confer and agree upon a list of permissible deposition topics for the reconvened deposition of Mr. Greenway and submit said list to the Court, with the understanding that if no agreement could be reached, the Court would decide on the appropriate topics and questions to be covered and compel Mr. Greenway to answer those questions. Defendant's counsel sent Mr. Greenway's counsel a list of proposed deposition topics, but an agreement could not be reached on the same, and as a result this Court scheduled an in-camera hearing on the matter for October 23, 2024.

After the Court scheduled this hearing, Greenway's defense counsel was able to confer with the South Carolina Attorney General's Office to ascertain their position on the use of Greenway's testimony in the event this Court compelled him to testify. Given certain assurances provided by the State as summarized herein, Mr. Greenway's counsel felt comfortable allowing Mr. Greenway to answer questions concerning certain topics and thereafter, Defendant and Mr. Greenway conferred and have now submitted their agreed-upon deposition topics, understanding that the Court will compel Mr. Greenway to answer questions related to those specific topics

subject to certain parameters. The Court has reviewed the suggested topics, agrees that those topics, which are set forth herein below, are appropriate for the reconvened deposition of Mr. Greenway that is to occur. Accordingly, this Court hereby directs Mr. Greenway to substantively answer such questions put to him related to these topics, to the best of his ability, without invoking the Fifth Amendment privilege against self-incrimination, subject to the parameters of conduct for the resumed deposition as set forth below.

### **MATTERS FOR EXAMINATION**

The matters or topics on which Defendant may examine Mr. Greenway, and on which Mr. Greenway is required to testify, per this Court's Order, are as follows:

1. Knowledge concerning covenants, restrictions, leases, or encumbrances existing on or burdening the parcel formerly owned by Michael Kling which contains Adams' sign at issue in the County's second cause of action, which formerly bore Parcel ID No. R100-020-000-0047-0000 ("Kling Parcel") and the larger Port Royal Island battlefield (which is comprised in part by the Kling parcel) prior to or after the conveyance to the County. For reference, after consolidation, the battlefield parcel now bears Parcel ID No. R100-020-000-0165-0000 ("County Property").
2. Knowledge of any past and present use of the County Property, and any intended use of said property in the future by the County.
3. Knowledge of any research performed by the County which revealed or referenced any leases on or uses of the County Property that existed prior to the County's acquisition.
4. Involvement with and knowledge of the County's attempted termination of Adams' lease at issue in the County's second cause of action, including the decision-making process to attempt termination.
5. Off-premises signs and/or billboard signs owned or operated by persons other than Adams, including the County's treatment of those third parties, and the County's administration and enforcement of the CDC against those third parties.
6. Knowledge of any enforcement action taken by the County against any other person or entity that related to the operation, repair, or maintenance of off-premises signs and/or billboard signs.
7. Any disparate treatment by the County of Adams as compared to any other owner or operator of an off-premises sign or billboard sign.

8. Communications with George Trask, Graham Trask, any person or entity that acted for or worked with one or both of them, or any other owner of the parcel located at 3492 Trask Parkway, Beaufort, SC 29906 (Parcel ID No. R100 025 000 012A 0000) relating to the off-premises sign located on said parcel. Excluded from this topic are questions relating to attempted or actual procurement of said parcel by the County.

9. Knowledge of any maintenance, repairs, alterations, and/ or improvements to, and permits or approvals issued by the County for or relating to, the off-premises sign located on the parcel of land bearing Parcel ID Number R100 025 000 012A 0000 and address of 3492 Trask Parkway Beaufort, SC 29906

10. Involvement with and knowledge of the County's decision to pursue this civil action against Adams, as well as the process leading up to said decision.

11. Responsibilities and obligations as they related to administration and enforcement of the CDC, as well as decisions thereunder relating to permits, notices of violations, and citations for signs.

12. Knowledge of the County's processes or procedures relating to regulation of signs that are, or are located adjacent to a right-of-way that is, under the purview or jurisdiction of the South Carolina Department of Transportation.

13. As they relate to Adams and its signs within the County, communications and activities by the County following the July 2021 Magistrate's trial of the County's citations against Adams, including, but not limited to, news releases or website posts by the County mentioning Adams.

14. Knowledge concerning the basis or bases of the County's claims for damages, sanctions, and monetary relief claimed in this lawsuit, including all facts, information, sources of authority, documents, and communications relating to and/or supporting the same.

15. Any discussions, meetings, or other communications (verbal, written, or otherwise) wherein Adams' lease at issue and/or this lawsuit were referenced, mentioned, and/or discussed. Excluded from this topic are matters protected by attorney-client privilege and questions relating to the County's procurement activities or process.

To the best of his knowledge and ability, the Court directs that Eric Greenway, during the reconvened deposition, shall in good faith substantively answer and truthfully answer questions asked of him which fall within the foregoing topics, again subject to the guidelines and instructions set forth below. The Court does not believe that allowing the questioning of Mr. Greenway on these limited topics should negatively impact or prejudice him—but the Court deems it necessary to set certain parameters for the conduct of this resumed deposition and for the use of the

information obtained from Mr. Greenway in order to protect his constitutional rights. The Court is sensitive to the fact that Mr. Greenway remains under criminal investigation, and his counsel has advised the South Carolina Attorney General's Office that the Court may require him to answer certain questions under oath related to topics that are not reasonably related to the ongoing criminal investigation.

The Court respects Mr. Greenway's right to appropriately invoke his Fifth Amendment privileges, subject to the Court's Order to answer questions on the agreed upon topics, and understands that the South Carolina Attorney General's Office has agreed that if Mr. Greenway answers questions pursuant to an Order of this Court, Mr. Greenway's good faith compliance with this Court's directives should not result in a waiver of his right to appropriately assert the privilege in the future after the deposition that is to be reconvened in this case; the Court also understands that the Attorney General's Office has indicated to Mr. Greenway's counsel that it will not seek to obtain or review a copy of any transcripts of Greenway's compelled deposition testimony (i.e., testimony given in response to or as a result of an Order of this Court).

The Court therefore directs that any testimony of Mr. Greenway compelled by an Order of the Court (such as this Order and the Order entered in this case on August 20, 2024): (1) will not operate as a waiver of Mr. Greenway's attorney-client privilege; (2) cannot be used by any law enforcement entity either directly, indirectly or derivatively in any subsequent prosecution of Mr. Greenway, excepting a prosecution for perjury or false statements related to the testimony so compelled; and (3) shall be treated as confidential and shall be viewed only by counsel for Mr. Greenway and by counsel who have appeared in this action for one of the parties to this action. Outside of this litigation, and subject to the limitations herein, no further use or dissemination of the transcript of Mr. Greenway's deposition will be permitted absent further Order of this Court.

The Parties to this action are directed that if they intend to attach any portion of a transcript of the reconvened deposition of Mr. Greenway to any pleading, the transcript will be filed under seal and any discussion of that transcript must be redacted in any public filing absent an Order of this Court.<sup>1</sup>

The Court further directs that if Mr. Greenway or his attorney(s) sincerely believe that a question asked during the reconvened deposition is not included in any of the foregoing topics and/or is a question which he or they have reasonable cause to believe will subject him to prosecution as it is directly or indirectly related to procurement matters, Mr. Greenway's attorney(s) may object to the question on that basis and/or direct that Mr. Greenway not answer the question as posed, and the deposing party's counsel and Mr. Greenway's counsel must work in good faith to modify the question to alleviate such concerns. If an agreement cannot be reached on the permissibility of a question or modified question, they shall complete the remainder of the deposition, leaving it open for this Court to decide on the permissibility of specific disputed questions that remain in dispute.

Additionally, the Court acknowledges that the rules regarding objections on the bases of attorney-client and work product privileges still apply, and that Plaintiff Beaufort County may raise those privileges, or objections on those grounds, as applicable and available, during the deposition in relation to the time period when Mr. Greenway was employed by Beaufort County.

AND IT IS SO ORDERED!

*[Judicial Signature Page Follows]*

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<sup>1</sup> A copy of any filing or paper in this case that references or discusses a portion of the transcript may be submitted with the unredacted text only to the Court and to counsel of record for the parties to this action via email or by other means established by the Court.



Beaufort Common Pleas

**Case Caption:** Beaufort County South Carolina VS Adams Outdoor Advertising Limited Partnership , defendant, et al

**Case Number:** 2022CP0701195

**Type:** Order/Other

So Ordered

s/ Robert Bonds, 2770