

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Martha M. Rivers, Circuit Court Judge

Appellate Case No. 2025-000150
Case No. 2022-CP-02-2323
Case No. 2022-CP-02-2324

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SC Court of Appeals

Heather Crespo.....Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC
and R.C. Riviere Properties, LLC Defendants,

AND

Gabriel Crespo Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC
and R.C. Riviere Properties, LLC, ... Defendants,

Of which

Rhett Riviere, Chase Enterprises, LLC and
R.C. Riviere Properties, LLC, are the Appellants/Respondents,

and

Josee Riviere is the Respondent/Appellant.

**RECORD ON APPEAL
VOLUME SIX**

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1 Mr. McCullough?

2 MR. GRIFFIN: No questions, Your Honor.

3 THE COURT: All right. Mr. Riviere, you may
4 step down.

5 THE WITNESS: Thank you.

6 THE COURT: Any other witnesses, Ms. Barbier?

7 MS. BARBIER: No, Your Honor. The plaintiff
8 rests.

9 THE COURT: Mr. Griffin, Mr. McCullough?

10 MR. GRIFFIN: No witnesses, no evidence.

11 THE COURT: Okay. Thank you, sir. Ladies and
12 gentlemen of the jury, I'm going to ask you to return
13 to the room. I think we've ordered your lunch.
14 They've been pretty prompt about lunch deliveries
15 between 11:30 and 12:00. It may be back there.
16 You're welcome to eat while we discuss a few matters.
17 Okay?

18 (The jury exited the courtroom.)

19 (Sidebar.)

20 THE COURT: Thank you, counsel. We're looking
21 at typing up this punitive damages thing. What I've
22 done is just take -- we'll send it -- I'll send it to
23 you all. I'll print it out and let you look at it
24 too. "Punitive damages may be awarded only if the
25 plaintiff proves by clear and convincing evidence

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1 that the harm was the result of willful, wanton, or
2 reckless conduct. Clear and convincing evidence is
3 -- willful, wanton, or reckless conduct is. In
4 making this determination, you, the jury, may
5 consider" -- lists the statutory factors. Anything
6 else that anyone would want in there?

7 MR. GRIFFIN: Your Honor, we would request, in
8 light of what just transpired, that you would inform
9 the jury that it's your ruling that Mr. Riviere was
10 unable to answer any questions about net worth
11 without waiving his Fifth Amendment privilege to all
12 other matters in the case.

13 THE COURT: As part of an adverse inference
14 charge?

15 MR. GRIFFIN: Yes, Your Honor.

16 THE COURT: Plaintiffs?

17 MS. BARBIER: Yeah, we were going to ask Your
18 Honor to recharge the adverse inference. And so,
19 yeah, I don't have any objection to you charging them
20 the waiver.

21 THE COURT: Once it's invoked, it's invoked for
22 everything?

23 MS. BARBIER: Mm-hmm.

24 MR. MCCULLOCH: Your Honor, because we know how
25 well the sidebar microphone works, may I --

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1 THE COURT: Yes, sir, please proceed with that.

2 MR. MCCULLOCH: -- Your Honor, at sidebar during
3 his questioning and Mr. Griffin's objection and we
4 all approached, we objected, Your Honor. Mr. Griffin
5 pointed out that the relevant question -- and the
6 objection was to relevance under 402, 403 and --

7 THE COURT: I believe the question was, did his
8 mother own an Olympic horse.

9 MR. MCCULLOCH: -- well, there were a series of
10 those questions, Your Honor, and especially about
11 inheritance some 15 years ago, and Mr. Griffin's
12 objection was that the relevant question and relevant
13 subject matter today is his net worth, not what he
14 was worth 15 years ago or who owned what and what he
15 got and any of that. We respect the judge's ruling
16 in that regard, which was denied. But we objected to
17 the fact that the -- based on the Court's rulings --
18 and the fact that the ruling is one of absolute
19 waiver in the event he answered even questions that
20 would not tend to incriminate him, based on our
21 earlier discussions, that Ms. -- the team here is
22 able to take refuge and -- and sustenance from the
23 fact of asking any questions they want, which the
24 Court then advises an adverse inference is available,
25 which would include the question that isn't it true

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1 that you haven't provided any net worth information
2 about yourself, about the LLCs when, in fact,
3 Ms. Barbier knows that is absolutely untrue. That
4 has been provided to them several times and updated
5 during discovery.

6 The questions were asked, which have absolutely
7 no factual predicate in some instances and, also, in
8 other instances, have factual predicates to -- to
9 advise, inform the plaintiff that the question she's
10 asked she knows the answers are absolutely untrue as
11 she is stating them. So she is using the adverse
12 inference as a sword in a way that I do not believe --
13 defies due process and fairness, and we make
14 objections on all of the prior grounds under the rules
15 of evidence 402, 403, 404, and just the general
16 notions of fairness under due process. Questions
17 like, never provided asset worth information for the
18 LLC. I believe they have that. Questions like, how
19 much money is in the bank account that you haven't
20 provided us that information. They have all of that
21 information. That the inherent unfairness of this
22 process is so highly prejudicial, we again respect
23 your objections and we move for a mistrial. And I'll
24 now sit down and shut up. Thank you, Your Honor.

25 THE COURT: Thank you, Mr. McCulloch. You do

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1 not have you any witnesses to counteract the
2 questions, though; is that correct?

3 MR. MCCULLOCH: That is correct.

4 THE COURT: No other evidence to present on
5 that?

6 MR. MCCULLOCH: We have rested our case, Your
7 Honor.

8 THE COURT: Yes. And so, I'm going to deny. I
9 understand. I did deny the motion. The -- the
10 question that I heard -- and -- and there may have
11 been one or two before that that I did not hear
12 clearly -- was that she asked about Ms. Riviere's --
13 she asked about her estate a little bit and then she
14 asked about an Olympic horse, which at that point,
15 did draw an objection. We went to the sidebar, at
16 which point, I asked Ms. Barbier to restrict her
17 questions to what he may have inherited rather than
18 what Ms. Marilyn Riviere may have owned at some point
19 in time, that that would be relevant to showing
20 potential net worth today based on the fact that he
21 inherited it at some point in time or that he may
22 have -- I don't know what he did with it. He may
23 have spent the money. And that's certainly
24 appropriate cross-examination at that point, or
25 presentation of other evidence.

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1 Your client, as you know fully well, has the
2 privilege of invoking the Fifth Amendment. I have
3 ruled that once invoked at the discovery phase and
4 here in the trial, he must continue that or waive
5 forever, and there is a discussion as to whether once
6 he's invoked it he's not allowed to waive it.

7 MR. MCCULLOCH: I would just remind the Court
8 that what we've said previously is he did, indeed,
9 invoke the Fifth Amendment verbally which, of course,
10 he's entitled to do. Under the Fifth Amendment, he
11 is not entitled to decline in discovery and produce
12 the very document about which that question was
13 asked. They have it. That issue was satisfied
14 during discovery and is satisfied for the purposes
15 today.

16 THE COURT: Yes, sir. And I'm assuming part of
17 that evidence would involve evidence from other
18 financial institutions or other persons that could
19 have been brought here to trial to impeach the
20 questioning that Ms. Barbier engaged in and that you
21 all could have proven his exact net worth, absent his
22 lack of testimony. Anything else, Ms. Barbier?

23 MS. BARBIER: I just feel the need to make sure
24 the record is clear. We have never -- although we
25 have requested -- we have never received audited

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1 financial statements, we have never received tax
2 returns, we have never received detailed financial
3 information. They've given us very limited
4 information, and I do not consider it complete. I do
5 not consider it a full, accurate depiction of his
6 financial picture. And every question I asked, I had
7 a good-faith basis to ask. And as Your Honor said,
8 they can counter it with anything they want. But
9 there is nobody sitting at our table who -- he
10 invoked the Fifth Amendment to all those questions at
11 his deposition. That in and of itself deprived us of
12 any meaningful ability to question him about his --
13 his net worth.

14 But we have not received -- I don't -- I don't
15 know what Mr. McCulloch is referring to, but I have
16 never seen a tax return from either of the corporate
17 entities or Mr. Riviere. I've never seen an audited
18 financial statement, never received anything from a
19 CPA, never received anything about the estate of
20 Marilyn Riviere and what he inherited when he
21 inherited it. And so, everything I asked, I had a
22 good-faith basis for, and I would not do anything
23 other than that. Thank you.

24 THE COURT: So noted. All right. Let me get
25 this charge and verdict form together to you. We'll

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1 e-mail you. If you're in the courthouse, we'll bring
2 a paper copy to you. We're in recess currently.
3 It's 11:30. You know, I think this jury is weary, so
4 we don't want to drag this out any -- any more.

5 MS. BARBIER: I intend to be very brief, Your
6 Honor.

7 THE COURT: Okay. So you do want to make a
8 closing statement?

9 MS. BARBIER: Very brief.

10 THE COURT: Yes, Mr. Griffin?

11 MR. GRIFFIN: Yes, Your Honor. I think we could
12 do it before lunch.

13 THE COURT: All right. Have they been fed,
14 Mr. Whittle?

15 THE BAILIFF: Pardon?

16 THE COURT: Do they have their food?

17 THE BAILIFF: No, not yet.

18 THE COURT: All right. Bring them back in here
19 and we'll do that.

20 MS. BARBIER: Your Honor?

21 THE COURT: Oh, sorry. Wait, Mr. Whittle.

22 MS. BARBIER: One question. I mean, I plan to
23 tell the jury that there's three purposes, basic
24 purposes of punitive damages: To punish the
25 wrongdoer, a deterrent effect, and to set an example.

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1 And then go through a few of the statutory
2 considerations that apply here. Not the criminal or
3 civil fines, because we've already, I understand,
4 talked about that. But definitely the degree of
5 culpability, severity of the harm, duration of the
6 conduct, existence of similar past conduct, ability
7 to pay, and likelihood it will deter. And so, I just
8 want to make sure that, you know, that that is my --
9 my plan. I also plan to tell them that, you know,
10 one of the purposes of punitive damages is to send a
11 message and be -- be the voice of the community, and
12 I think that's totally allowable under the case law.

13 THE COURT: I think she's asking if you have a
14 preemptive objection, Mr. Griffin.

15 MR. GRIFFIN: I don't, if she sticks to that.

16 THE COURT: Yes, sir, I understand. All right.
17 Let's bring in the jury, Mr. Whittle. Thank you.

18 (The jury entered the courtroom.)

19 THE COURT: Ladies and gentlemen, the plaintiff
20 and defense have rested on this matter, so that
21 concludes all evidence and testimony to be presented
22 in the punitive phase. Counsel will make closing
23 arguments. As you heard before, these are arguments
24 of counsel, these are not evidence, they are not
25 facts. It is their presentation of the case to you

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1 as to punitive damages. You are to give it the
2 appropriate weight in light of that. Ms. Barbier?

3 MS. BARBIER: Thank you, Your Honor. May it
4 please the Court. Good morning, ladies and gentlemen
5 of the jury. Your verdict yesterday said to the
6 Crespos, Heather and Gabriel, that we know he did it,
7 and we know he hid it, and we know he hurt you. And
8 for that, they are very grateful. And as the judge
9 told you, the defendants elected, under South
10 Carolina statute, to have this case bifurcated into
11 two stages and to have you consider punitive damages
12 after the liability stage. And because of the
13 heinous nature of the conduct at issue here, we're
14 here to talk about punitive damages. The judge is
15 going to tell you that punitive damages serve three
16 basic purposes: The first purpose is to punish, the
17 second purpose is to to deter, and the third purpose
18 is to set an example for others. And there are
19 several factors under South Carolina law that -- that
20 tells you how to help make this determination and
21 make -- to figure out what is an appropriate award
22 here. And I just want to talk about a few that I
23 think are applicable to your determination.

24 One is the defendant's degree of culpability.
25 Two is the severity of the harm caused by the

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1 defendant. Three, the duration of the conduct, the
2 defendant's awareness, and any concealment by the
3 defendant. Four is the existence of past similar
4 conduct. Five is the ability to pay. And six is the
5 likelihood the award will deter the defendants or
6 others from this conduct.

7 And so, those are the kind of things that I
8 think that you need to think about at this stage. And
9 they're -- and we have in this case, we have several
10 different buckets of harm, if you will. That's what
11 I'll call it. They're sort of -- they're separate and
12 distinct harms. You can look at it in a lot of
13 different ways. We have the severe emotional distress
14 that was caused to the Crespos. We have the invasion
15 of privacy. Not just invasion of privacy in the
16 bedroom, but the invasion of privacy in the bathroom.
17 We have what I would call a lot of unanswered
18 questions. We talked about that yesterday in my
19 closing. A lot of unanswered questions may be the
20 hardest part for Heather and Gabriel. You know, we --
21 we talked about too that the unfair trade practice act
22 in South Carolina involves a harm that is against
23 public policy, and I think we have a very important
24 public policy issue here.

25 So the question that you are left with today is,

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1 how do you punish somebody like Rhett Riviere? How do
2 you punish him? He's 70 years old, and he's had
3 unchecked entitlement. Unchecked entitlement. How do
4 you send a message that this conduct isn't going to be
5 tolerated in this community or anywhere? In a civil
6 case, the only way you can do that is by awarding
7 damages. That's what punitive damages are for. And
8 -- and I'll tell you, I'm from a big family. I've got
9 three sisters, and two of them are teachers. And so,
10 the best analogy that I can give you for punitive
11 damages and how to think about punitive damages is a
12 teacher analysis. What does a teacher do when a
13 student gets in trouble? The first thing the teacher
14 does is they sit the student down and they explain to
15 the student what did you do wrong, let's talk about
16 what you did wrong. And you know, maybe it was
17 bullying, maybe it was cheating, maybe it was, you
18 know, hitting somebody. But you tell them what they
19 did was wrong.

20 In this case, what Mr. Riviere did wrong was he
21 victimized, he victimized many people over many years.
22 And -- and you heard Lieutenant Dove testify, there --
23 there are other videos. You saw a sampling of those
24 videos. He exploited people, he objectified people,
25 he took videos and images of people in their most

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1 private moments, and he deceived them into thinking
2 they had privacy. He won't tell us how many videos he
3 made or what he did with them. And we're not here to
4 show you more videos. I think you all understand what
5 happened. And we've made a choice not to do that.

6 You heard Mr. Riviere today and last week, and
7 you may infer that the answers he gave would
8 incriminate him -- the judge is going to charge on
9 that -- by invoking the Fifth Amendment. And you can
10 conclude, I believe, from his testimony that his
11 conduct has spanned a long period of time, and that
12 there are other people just like Heather and Gabriel
13 out there.

14 The second thing the teacher does is the teacher
15 asks the student, why did you do what you did? Why
16 did you do that? And in this case, we really don't
17 know. We can't say for sure. He may have done it for
18 his own selfish purposes. He may have done it for his
19 own sexual gratification. He may have done it for
20 other people's purposes. We don't know. He might
21 have done it for commercial gain. We don't know. He
22 won't tell us.

23 The third thing the teacher says is, do you
24 understand what you did was wrong? Do you understand
25 that? And in this case, the student says, I didn't do

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1 anything wrong. You know, the student is steadfast in
2 their position, I did nothing and, in fact, so what,
3 you weren't even damaged, you weren't even damaged,
4 you weren't hurt. So what? Remember the so what
5 defense? And so, you sit the student down again and
6 you say, let me explain to you what you did was wrong,
7 and the child still doesn't get it.

8 And so, what you have in this case is a complete
9 lack of an ability to recognize the depth of what he
10 did was wrong, the profound intrusion into these
11 people's lives and other people's lives, the
12 life-altering trauma that he's inflicted. Yet, he has
13 no remorse, no contrition, no apology, no nothing,
14 indignation. Why is it that you think that? Why do
15 you think that? You know, it's because nobody has
16 ever told Rhett Riviere no. Nobody has ever told him
17 no. Unchecked entitlement. He's grown up in a town
18 where he's had many and influence and power and no
19 check on it. No one has told him no. No one has told
20 him stop. He's never been punished. It's time to
21 punish him.

22 And fourth, and finally, the teacher then has to
23 figure out what is the appropriate punishment, what is
24 the punishment that fits the misconduct. And that's
25 what you have to decide what will serve as an adequate

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1 deterrent, what will finally make him stop. The
2 paramount purpose, as I said, of punitive damages is
3 not to compensate Heather and Gabriel. It's to punish
4 him and set an example. You, ladies and gentlemen,
5 are the voice of this community. You can be the ones
6 to say we don't care how much money you have, we don't
7 care who your family is or what street you grew up on.
8 If you want to stop the conduct that you have seen
9 displayed in this courtroom over the last week and a
10 half, the only way you can do that is to send him a
11 message and send anyone else a message who would think
12 about doing what he did. If you don't stop Rhett
13 Riviere, why would he stop? Why would he stop? You
14 have a chance to him -- you have a chance today to
15 speak to him in the only terms that he understands:
16 money. The guy from Easy Street, the guy who has
17 never had to work, the guy who has been given so much
18 and taken from others. You have to get his attention.
19 Nobody has ever gotten his attention. The message you
20 must send is, we will not tolerate this in Aiken
21 County, we will not tolerate this anywhere.

22 I want to thank you on behalf of the Crespos,
23 and on behalf of my legal team. We really appreciate
24 your time and your attention and your consideration in
25 this case. We know it takes you away from your lives

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1 and your jobs and everything else you have to do. And
2 you know, jury duty is one of the highest duties to
3 participate in, in our society. And so we thank you
4 for that service.

5 THE COURT: Thank you, ma'am. Mr. Griffin?

6 MR. GRIFFIN: Thank you, Your Honor. So we're
7 at the second stage of this trial, a stage that you
8 folks probably weren't anticipating. Just like the
9 first stage, Judge Rivers will instruct you on the
10 law. And she will tell you that in order to obtain
11 an award for punitive damages, the plaintiff has to
12 prove certain things by clear and convincing
13 evidence, which is a different standard than the
14 preponderance of the evidence that you were provided
15 earlier yesterday when you went back to deliberate.
16 Clear and convincing is a standard in a civil case is
17 basically the highest burden of proof that a civil
18 litigant will have to -- to make. It's below the
19 criminal standard, which is proof beyond a reasonable
20 doubt. It falls in between proof beyond a reasonable
21 doubt and by a preponderance of the evidence.
22 Preponderance of the evidence is evidence that makes
23 something more likely than not.

24 And so, we find ourselves in the middle. So
25 it's not a foregone conclusion, based on your ruling

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1 yesterday, that punitive damages are -- the plaintiffs
2 are entitled to punitive damages today. And I want to
3 break it up. There's three individual defendants.
4 Two are companies, one is an individual, Rhett
5 Riviere, that you will be back there deliberating on.
6 And when you go back, I'm going to ask you to evaluate
7 what evidence there was about Chase Enterprises,
8 particularly Chase Enterprises in 2001. And what --
9 what you heard -- what little bit of -- I mean, I
10 don't know if any of you can really go back -- and
11 you've got notes, I guess they're still back there --
12 remember what was said about Chase Enterprises. What
13 did Chase Enterprises do?

14 There was testimony that Chase Enterprises was
15 the entity that purchased 3rd Avenue well after the
16 events involving the Crespos, well after. There's no
17 evidence of who Chase Enterprises is. But you -- you
18 found for -- against Chase Enterprises, and we're
19 going to go through that. But I just want you to
20 reevaluate. Now that you have a higher standard of
21 proof, is your result the same? And I ask the same
22 question with RC Riviere Properties, LLC. What were
23 you given about RC Riviere Properties, LLC? What
24 evidence do you -- can you remember? What -- what --
25 what evidence whatsoever? Think about it.

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1 You did have Mr. Riviere on the stand being
2 question about RC Riviere Properties and Chase
3 Enterprises, and -- and he pled the Fifth, like --
4 like he just did. And I anticipate the judge is going
5 to give you another adverse inference charge. And --
6 and the adverse inference is against Rhett Riviere,
7 it's not against Chase Enterprises, it's not against
8 RC Riviere Properties. And I believe the judge will
9 charge you that -- that once he started to invoke the
10 Fifth in this case, he has to continue invoking the
11 Fifth. So questions about net worth and things like
12 that, I mean, he's put in a box because he asserted
13 his Fifth Amendment privilege to other matters for
14 which you've heard he's under investigation.

15 You've heard that he was arrested, and so he has
16 asserted his Fifth Amendment privilege. And there is
17 an inference. There's an inference under the law, and
18 so I want to talk about the evidence against Rhett --
19 Rhett Riviere. And if -- if that rises to the level
20 of almost proof beyond a reasonable doubt, if that
21 rises to the level of clear and convincing, because
22 really, all you have evidence on Rhett Revere is -- is
23 his adverse inference, asserting his constitutional
24 right that every citizen in the United States has that
25 privilege. And for exercising his privilege, there is

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1 an adverse inference. Does that inference get you on
2 clear and convincing evidence? That is a decision
3 that you will have to make.

4 The evidence that you heard on -- on Rhett
5 Riviere is basically from Clint Busbee, who says that
6 Catherine Thomas found the SDS card turned it in and
7 there were some videos on there. No videos of the
8 Crespos on there. And then there's a search warrant
9 as to add various properties. And where Mr. Riviere
10 lived, they found residing on an external hard drive
11 and on a computer data 2007 a folder that had -- had
12 Gabriel and Heather Crespo's names, and then you all
13 saw the video. Again, I am not -- I am not
14 diminishing what happened to them whatsoever. It
15 should not have happened. But what I'm asking you to
16 do is to weigh the evidence. There was no evidence as
17 to how that video clip got on the computers, who --
18 who did it. Now, you know, there was evidence about
19 -- about Ms. -- Ms. Crespo seeing some equipment that
20 she didn't associate with electronic -- with the video
21 equipment. She called a friend over. We put that
22 before you on the statute of limitations. They argued
23 that that friend was not credible. Your finding
24 apparently supports their argument. And so, you know,
25 what -- what evidence by clear and convincing evidence

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1 is there that Rhett Riviere engaged in the misconduct
2 for which they seek punitive damages?

3 But if you get over that -- if you get over that
4 -- I submit to you that your verdict yesterday -- your
5 verdict yesterday -- it's obvious -- and I'm going to
6 explain why -- but it's obvious that your verdict
7 yesterday contains a significant amount of punishment,
8 not compensation. And you have to look no further
9 than your award of \$500,000 for constructive fraud.
10 Now, Judge Rivers instructed you on the law. And I
11 know, and we see it every time, you folks are drinking
12 from a fire hose when this law is coming spewing to
13 you. And it's -- I'm not here to fault, but what I'm
14 here to acknowledges is that you were instructed on
15 the law that the measure of actual damages and actions
16 for fraud is the difference between the value the
17 plaintiff would have received if the facts had been
18 represented and the value the plaintiff had actually
19 received. The difference in the value.

20 And so, the evidence of what was sold to them
21 was \$2,400 rent for three months. That was the
22 evidence before you. Yet, your verdict was \$500,000,
23 which just that one alone would appear that the
24 punitive component of it is over \$497,000. But it
25 doesn't stop there. You know, you were -- you were

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1 charged on the law of damages and the law of
2 negligence, and there were two causes of action for
3 negligence that you all returned a verdict on. One is
4 negligence and one is negligence per se. And the
5 judge charged you that -- that on the negligence per
6 se, the breach of the duty is established, but all the
7 other elements have to be established. The proximate
8 cause of damages is the same. Yet, for negligence,
9 you awarded 500,000 against Mr. Riviere. For
10 negligence per se, it's 1.5 million.

11 And -- and -- and what that would appear to do
12 is that you were looking not as to how much harm was
13 done to the Crespos, but the culpability of Mr.
14 Riviere when you awarded those damages, because the
15 harm to the Crespos is compensatory, as Mr. McCulloch
16 explained to you. Today, we're talking about punitive
17 damages. But I believe your -- your award yesterday
18 has significant elements punishment in it. And
19 intentional of emotional distress. You awarded
20 \$3 million. Invasion of privacy, you awarded
21 \$5 million. And it's as if it's a graduated scale of
22 punishment. Like negligence is not so bad.
23 Negligence per se is a little bit worse. Intentional
24 infliction of emotional stress is worser than that.
25 And the worst of all invasion of privacy. And so, we

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1 -- as a collective body in this community, you
2 expressed your outrage yesterday, and it's
3 understandable.

4 But what I'm telling you, what it appears is
5 your verdict yesterday has a significant element of
6 punitive damages. And in this country -- in this
7 country -- we abhor punishing one person twice for the
8 same conduct. And so, we simply ask you to fairly
9 consider punitive damages today in light of what you
10 returned yesterday. And only you all can answer that.
11 Was it your conclusion that -- that there is no
12 element of punishment, no message you wanted to send
13 yesterday? Because, believe me, you sent a message
14 loud and clear yesterday.

15 Now, I'm not going to go over the factors, but I
16 just want you to consider the fact of the matter is
17 this is not -- there are other unresolved issues, as
18 you've heard, with Mr. Riviere. Otherwise, he
19 wouldn't have to get up here and plead the Fifth,
20 right? And I just ask you to go back and consider
21 what you did yesterday, and if you find that there was
22 any proof by clear and convincing evidence, then
23 they're entitled to an award of punitive damages. But
24 don't ignore the punitive component of your verdict
25 yesterday when you're doing that. Thank you.

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1 THE COURT: Thank you, sir.

2 MS. BARBIER: Your Honor, I don't have any
3 reply.

4 THE COURT: Thank you, ma'am. All right.
5 Ladies and gentlemen of the jury, I'm sure your lunch
6 is here. I'm going let you eat lunch. We'll then
7 charge you, just like we did yesterday. The
8 procedure is very similar. And then you'll go back
9 and deliberate. So do not deliberate until I tell
10 you to. I just have to get some paperwork together
11 and then we'll be able to do that. So go ahead and
12 eat. And we'll -- we'll proceed swiftly. Okay?
13 Thank you.

14 (The jury exited the courtroom.)

15 THE COURT: Okay. Counsel, we're working on the
16 paperwork. Anything else?

17 MR. GRIFFIN: No, Your Honor.

18 THE COURT: Okay.

19 MS. BARBIER: No. Thank you.

20 THE COURT: All right. You can be at ease. I'm
21 going to sit right here for a second, though. Okay?
22 And let's try to be -- if you're going to have lunch,
23 try to be quick about it. I think they'll eat in 30
24 minutes, and I'd like to -- as soon as they're ready,
25 I'd like to just keep plowing through on this. Okay?

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1 MR. MCCULLOCH: I bet they want to go home.

2 THE COURT: I suspect they do, yes.

3 MR. GRIFFIN: I'm not going anywhere.

4 THE COURT: Thank you. Okay.

5 MR. GRIFFIN: It's a superstition I have. It
6 didn't work out so well yesterday.

7 (Off the record.)

8 (Recess.)

9 (On the record.)

10 (The jury entered the courtroom.)

11 THE COURT: Thank you, ladies and gentlemen.

12 I'm now going to charge you as to this phase of the
13 trial. It's not that you need to forget everything
14 from before, but this is the law as it applies to
15 just this phase. Okay?

16 Punitive damages may be awarded only if the
17 plaintiff proves by clear and convincing evidence that
18 the harm was the result of willful, wanton, or
19 reckless conduct. Clear and convincing evidence is
20 that degree of proof which will give you a firm belief
21 as to the facts sought to be proved. This is more
22 than a mere preponderance of the evidence, but less
23 than beyond a reasonable doubt. Clear and convincing
24 is more than just a greater weight of the evidence,
25 which requires only proof which persuades you that a

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1 party's claim is more likely true than not true. On
2 the other hand, clear and convincing evidence proof is
3 not as high a standard as the burden of proof in
4 criminal cases, which is beyond a reasonable doubt.
5 Clear and convincing proof leaves no substantial doubt
6 in your mind. It means that the evidence is not
7 ambiguous, doubtful, equivocal or contradictory.

8 Recklessness means a conscious failure to use
9 reasonable care. A person who is negligent acts
10 carelessly. However, a person who acts recklessly,
11 willfully, or wantonly is not only careless, but is
12 also aware that he or she is being careless.

13 In making the determination of punitive damages,
14 you, the jury, may consider the defendant's degree of
15 culpability; the severity of the harm caused by the
16 defendant; the extent to which the plaintiffs' own
17 conduct contributed to the harm; the duration of the
18 conduct; the defendant's awareness and any concealment
19 by the defendant; the existence of similar past
20 conduct; the profitability of the conduct to the
21 defendant; the defendant's ability to pay; the
22 likelihood the award will deter the defendant or
23 others from like conduct; the awards of punitive
24 damages against the defendant in any state or federal
25 court action alleging harm from the same act or course

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1 of conduct complained of by the plaintiff; any
2 criminal penalties imposed on the defendant as a
3 result of the same act or of course of conduct
4 complained of by the plaintiff; and the amount of any
5 civil fines assessed against the defendant as a result
6 of the same act or course of conduct complained of by
7 the defendant [sic].

8 Pursuant to the Fifth Amendment of the U.S.
9 Constitution, a person has the right against
10 self-incrimination. This means that any person can
11 refuse to answer a question if the question might
12 incriminate him. This is a privilege personal to each
13 defendant. Defendant Rhett Riviere has invoked his
14 Fifth Amendment right to not answer questions in this
15 civil case. You, the jury, will determine the effect,
16 if any, of his invocation of the Fifth Amendment. In
17 this civil trial, you may infer that any answer he
18 gave may be unfavorable to him. This is called an
19 adverse inference, and is allowed in civil
20 proceedings.

21 All 12 of you must agree on the verdict. Your
22 verdict cannot be based on sympathy, passion,
23 prejudice, emotion, or any other consideration not in
24 evidence in this case. I have given you the factors
25 to consider in awarding punitive damages.

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1 Ms. Foreperson, as in before, when you agree
2 unanimously on the verdict, you will sign your name,
3 you will fill out the form, and you will knock on the
4 jury room door and inform the bailiff that you have
5 reached a verdict. At that time, we will bring you
6 back into the courtroom. I now ask that you return to
7 the jury room, but do not begin deliberations. The
8 bailiff will bring you the verdict form, and that is
9 when you can begin your deliberations. Thank you.

10 (The jury exited the courtroom.)

11 THE COURT: Any exceptions to the charges as
12 given?

13 MR. GRIFFIN: Your Honor, I'd previously
14 requested on the adverse inference charge that you
15 instruct the jury about your ruling that the
16 defendant was not permitted to invoke the Fifth
17 Amendment privilege to some questions and answer
18 others. And I understand that --

19 THE COURT: I've denied that request, yes, sir.
20 It's noted for the record. Anything else?

21 MR. GRIFFIN: No, Your Honor.

22 THE COURT: Thank you. Would you give this to
23 Mr. Whittle, please? Mr. Whittle, let them know they
24 can begin. Okay. We'll be at ease until we hear
25 from the jury. Thank you.

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1 (Off the record.)

2 (Recess.)

3 (On the record.)

4 THE COURT: I understand we have a verdict. Can
5 we bring the jury in? Joseph, you're ready. aren't
6 you?

7 THE DIGITAL REPORTER: Yes, ma'am. Thank you.

8 THE COURT: Madam Foreperson, you have a
9 verdict?

10 JURY FOREPERSON: We have, Your Honor.

11 THE COURT: Hand it to the bailiff, please.

12 THE CLERK: Your Honor, in Case 2022-CP-02-2324,
13 Gabriel Crespo, plaintiff, versus Rhett Riviere,
14 Josee Riviere, Chase Enterprises, LLC of South
15 Carolina, and RC Riviere Properties, LLC: As to the
16 negligence claim, do you, the jury, unanimously find
17 that the plaintiff is entitled to punitive damages?
18 The answer is yes. As to Rhett Riviere, \$500,000; as
19 to Chase Enterprises, LLC, \$500,000; as to RC Riviere
20 Properties, LLC, \$500,000.

21 Do you, the jury, unanimously find that the
22 plaintiff is entitled to punitive damages as in
23 regards to the intentional infliction of emotional
24 distress claim? The answer is yes. Damages to Rhett
25 Riviere, \$1 million.

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1 As to the invasion of privacy claim, do you, the
2 jury, unanimously find that the plaintiff is entitled
3 to punitive damages? The answer is yes. As to Rhett
4 Riviere, the amount is \$2 million.

5 As to the constructive fraud/misrepresentation,
6 do you, the jury, unanimously find that the plaintiff
7 is entitled to punitive damages? The answer is yes.
8 As to Rhett Riviere in the amount of \$500,000.

9 Total amount as to Rhett Riviere, \$4 million; as
10 Chase Enterprises, LLC, 500,000; as to RC Riviere
11 Properties, LLC, 500,000. Signed by the foreperson of
12 the jury.

13 With regards to civil action 2022-CP-02-2323,
14 Heather Crespo, plaintiff, versus Rhett Riviere, Josee
15 Josie Riviere, Chase Enterprises, LLC of South
16 Carolina and RC Riviere Properties, LLC: As to the
17 negligence claim, do you, the jury, unanimously find
18 that the plaintiff is entitled to punitive damages?
19 The answer is yes. As to Rhett Riviere, \$500,000; as
20 to Chase Enterprises, LLC \$500,000; as to RC Riviere
21 Properties, LLC \$500,000.

22 As to the intentional flexion of emotional
23 distress claim, do you, the jury unanimously find that
24 the plaintiff is entitled to punitive damages? The
25 answer is yes. As to Rhett Riviere, \$1 million.

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1 As to the invasion of privacy claim, do you, the
2 jury, unanimously find that the plaintiff is entitled
3 to punitive damages? The answer is yes. As to Rhett
4 Riviere, \$2 million.

5 As to the constructive fraud/misrepresentation,
6 do you, the jury, unanimously find that the plaintiff
7 is entitled to punitive damages? The answer is yes.
8 As to Rhett Riviere, \$500,000.

9 The total as to Rhett Riviere, \$4 million; as to
10 Chase Enterprises, LLC 500,000; as to RC Riviere
11 Properties, LLC, \$500,000. Signed by the foreperson
12 of the jury.

13 Ladies and gentlemen of the jury, if this is
14 your verdict as to each of these cases and as to each
15 of these causes of action, please raise your right
16 hand. All hands are raised, Your Honor.

17 THE COURT: Anything from any party at this
18 time?

19 MR. FEW: Nothing from plaintiffs, Your Honor.

20 MR. GRIFFIN: Nothing from the defendant.

21 THE COURT: All right. Ladies and gentlemen of
22 the jury, your service has now ended. We appreciate
23 your diligence and your duties in this matter. You
24 do not have to speak about this with anyone. You can
25 as much as you like or as little as you like. You

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1 can stop any conversations at any time. If you feel
2 like someone is bothering you or harassing you about
3 this case, you are to contact the Aiken Clerk of
4 Court, Mr. Bob Harte, or one of the other ladies in
5 the office and they will take appropriate actions on
6 your behalf. Okay? Again, thank you so very much.
7 You are excused.

8 (The jury exited the courtroom.)

9 THE COURT: I'm going to give you all a minute,
10 and then I'm going to come right back. Okay?

11 (Off the record.)

12 (Recess.)

13 (On the record.)

14 THE COURT: Can I have the attorneys' attention,
15 please? You're going to have ten days to file any
16 motions regarding this. Is there anything else you
17 need to take up at this time?

18 MR. GRIFFIN: Nothing from us. I guess the
19 question, do they -- are they going to retain the
20 exhibits or do the exhibits stay with the Court? I
21 don't know how you handle that in civil cases here.

22 MS. BARBIER: They'll stay with us.

23 THE COURT: They stay with the Court. Mm-hmm.

24 MS. BARBIER: Your Honor, you will make a
25 decision as to trebling of the unfair trade practices

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1 claim?

2 THE COURT: Yeah, but I'm going to get
3 everything all at one time, if you don't mind.

4 MS. BARBIER: Okay. I just wondered, because
5 the statute, I believe, says that we have ten days
6 from the entry of judgment to move for costs and fees
7 under the unfair trade practices act. And so, I want
8 to know when that starts to run, like, do we get it
9 from today or --

10 THE COURT: Well, I haven't entered it yet.

11 MS. BARBIER: Okay.

12 MR. FEW: And I think really the answer on the
13 Rule 59 says the same; it's ten days and it can't be
14 extended. So once the verdict gets entered, then --
15 then maybe it's the day after judgment gets entered.
16 That's the way I've always treated it, as running
17 from that date.

18 THE COURT: We need to talk about that, because
19 we do have to determine -- but I -- there may be some
20 defense motions coming that will affect the trebling
21 of the award, and so I think we're going enter --
22 we're going to let them -- give their ten days to
23 make those motions, because that would be the final
24 entry and factor that we'd would look at.

25 MR. FEW: So -- so the -- we wouldn't be

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1 delaying on just the UTPA. That would delay the
2 posttrial motions on -- on everything?

3 THE COURT: No. What I'm saying is, I -- and I
4 can't anticipate their motion. But they have ten
5 days to make the posttrial motions. I will have to
6 rule on those posttrial motions, and that could
7 affect the entry of the final judgment.

8 MR. FEW: It's always confusing.

9 THE COURT: I think it is a little confusing.
10 But say, for instance, they ask for a remittitur, and
11 I then reduce the amount. I don't know that they
12 will, but they could. Then that affects the trebling
13 of -- of -- and the actual entry of the judgment for
14 your attorneys' fees and costs. We could make an
15 award, but it's going to be subject to change,
16 potentially. So I don't think it's final.

17 MR. FEW: I mean, I guess as the plaintiff --
18 and even if I was the defendant -- it would certainly
19 be our preference that once Your Honor -- because the
20 rule says that the clerk can go ahead and enter
21 judgment on the verdict form, unless the trial judge
22 asked them to hold up on it for some reason, which I
23 guess you may be doing or maybe we could get --

24 THE COURT: Exactly.

25 MR. FEW: -- the judgment entered on everything

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1 but the trebling. But that's obviously your decision
2 on whether or not to tell them to hold up or not.

3 THE COURT: Okay.

4 MR. FEW: But the verdict form --

5 THE COURT: Mr. Griffin --

6 MR. FEW: -- are we going to get certified
7 copies of that, and then that will go on the index
8 today.

9 THE CLERK: Right. Yeah. These will be filed.

10 MR. FEW: Okay. Thank you.

11 THE CLERK: Yeah.

12 MR. FEW: Thank you all.

13 THE COURT: We're talking about the entry of
14 judgment.

15 MR. GRIFFIN: I don't think the judgment gets
16 entered until you rule on, you know, posttrial
17 motions. That's my understanding. But the argument,
18 I mean -- whatever.

19 THE COURT: We're talking about the entry of
20 judgment versus the notice of the verdict. All
21 right. I'll take that under advisement.

22 MR. FEW: Thank you, Your Honor.

23 MS. BARBIER: Thank you, Your Honor.

24 THE COURT: All right. Thank you.

25 (The proceedings were concluded.)

1 CERTIFICATE OF TRANSCRIBER

2
3 I, Sandra J. Early, a court-approved
4 transcriber, do hereby certify that I transcribed the
5 electronic recording of the foregoing proceedings in
6 Docket Nos. 2022-CP-02-2323 AND 2022-CP-02-2324, held
7 on September 25, 2024, before the Honorable Martha
8 Rivers, and that said transcript is true and correct,
9 all to the best of my knowledge and ability.

10 I further certify that I am not related to nor
11 the employee of any of the parties hereto, nor
12 related to or employed by any attorney or counsel
13 employed by the parties hereto, nor interested in the
14 outcome of this action.

15
16
17
18 January 20, 2025

19 *Sandra J. Early*

20
21 Sandra J. Early

22 Transcriber
23
24
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30/23 transpired [1] 78/8 trap [1] 45/20 trauma [1] 90/12 tread [1] 38/7 treated [1] 108/16 trebling [5] 6/12 107/25 108/20 109/12 110/1 tree [8] 11/16 11/24 11/25 13/16 36/3 36/11 73/17 73/20 trial [20] 8/11 9/13 14/2 14/2 19/19 21/21 21/23 23/19 51/9 55/14 62/15 63/6 64/6 68/11 82/4 82/19 92/7 100/13 102/17 109/21 trick [1] 45/20 trouble [1] 88/13 true [7] 26/18 42/12 72/2 79/25 101/1 101/1 111/8 trust [2] 58/16 68/5 try [7] 40/18 41/5 41/14 45/19 62/6 99/22 99/23 trying [5] 19/18 45/7 58/10 67/17 75/12 turned [1] 95/6 tuxedo [2] 10/14 72/25 twice [1] 98/7 two [10] 18/1 36/5 50/19 63/6 81/11 86/11 86/25 88/9 93/4 97/2 two-phase [1] 63/6 type [1] 16/11 typing [1] 77/21 U U.S [3] 43/11 43/21 102/8 ultimately [2] 16/12 34/24 unable [1] 78/10 unanimously [9] 103/2 104/16 104/21 105/2 105/6 105/17 105/23 106/2 106/6 unanswered [2] 87/17 87/19 unbelievable [1] 16/15 unchecked [3] 88/3 88/3 90/17 under [28] 6/5 12/11 13/8 13/21 15/10 15/25 17/18 20/2 23/11 24/8 27/10 32/20 38/6 44/4 45/25 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Slip Sheet

Plaintiff's Exhibit 1

Slip Sheet

Plaintiff's Exhibit 2

Slip Sheet

Plaintiff's Exhibit 3

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Plaintiff's Exhibit 4

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Plaintiff's Exhibit 5

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Plaintiff's Exhibit 6

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Plaintiff's Exhibit 7

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Plaintiff's Exhibit 8

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Plaintiff's Exhibit 9

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Plaintiff's Exhibit 10

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Plaintiff's Exhibit 11

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Plaintiff's Exhibit 12

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Plaintiff's Exhibit 13

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Plaintiff's Exhibit 14

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Plaintiff's Exhibit 15

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Plaintiff's Exhibit 16

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Plaintiff's Exhibit 17

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Plaintiff's Exhibit 18

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Plaintiff's Exhibit 19

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Plaintiff's Exhibit 20

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Plaintiff's Exhibit 21

Slip Sheet

Plaintiff's Exhibit 22

Slip Sheet

Plaintiff's Exhibit 23

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Gabriel Crespo,

Plaintiff,

v.

Rhett Riviere, Josee Riviere, Chase
Enterprises, LLC of South Carolina
and R.C. Riviere Properties, LLC,

Defendants.

Civil Action No.: 2022-CP-02-2324

VERDICT FORM

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING
PLAINTIFFS' CLAIMS

1. Negligence Claim

We the jury unanimously find for:

_____ All Defendants

_____ Plaintiff

If you found for the Plaintiff, please answer the following questions:

- a. Did you find against Rhett Riviere: Yes _____, No _____
- b. Did you find against Josee Riviere: Yes _____, No _____
- c. Did you find against Chase Enterprises LLC of South Carolina:
Yes _____, No _____
- d. Did you find against R.C. Riviere Properties LLC: Yes _____,
No _____

2. Negligence Per Se Claim

We the jury unanimously find for:

_____ All Defendants

_____ Plaintiff

If you found for the Plaintiff, please answer the following questions:

- a. Did you find against Rhett Riviere: Yes_____, No_____
- b. Did you find against Josee Riviere: Yes_____, No_____
- c. Did you find against Chase Enterprises LLC of South Carolina:
Yes_____, No_____
- d. Did you find against R.C. Riviere Properties LLC: Yes_____,
No_____

3. Intentional Infliction of Emotional Distress Claim

We the jury unanimously find for:

_____ Defendant Rhett Riviere

_____ Plaintiff

4. Invasion of Privacy Claim

We the jury unanimously find for:

_____ Defendant Rhett Riviere

_____ Plaintiff

5. Constructive Fraud Claim

We the jury unanimously find for:

_____ Defendants

_____ Plaintiff

If you found for the Plaintiff, please answer the following questions:

- a. Did you find against Rhett Riviere: Yes _____, No _____
- b. Did you find against Josee Riviere: Yes _____, No _____

6. Unfair Trade Practices Act Claim

We the jury unanimously find for:

_____ All Defendants

_____ Plaintiff

If you found for the Plaintiff, please answer the following questions:

- a. Did you find against Rhett Riviere: Yes _____, No _____
- b. Did you find against Josee Riviere: Yes _____, No _____
- c. Did you find against Chase Enterprises LLC of South Carolina:
Yes _____, No _____
- d. Did you find against R.C. Riviere Properties LLC: Yes _____,
No _____

**PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING
DAMAGES ONLY IF YOU FOUND FOR PLAINTIFF ON ANY CLAIM**

*A. IF YOU FOUND FOR THE PLAINTIFF ON ANY OF THE FOLLOWING
CLAIMS: (1) NEGLIGENCE, (2) NEGLIGENCE PER SE,
(3) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, (4)
INVASION OF PRIVACY OR VIOLATION OF THE UNFAIR TRADE
PRACTICES ACT*

- i. WHAT IS THE AMOUNT OF ACTUAL DAMAGES PROVEN BY
PLAINTIFF _____

*B. IF YOU FOUND FOR THE PLAINTIFF ON THE CONSTRUCTIVE
FRAUD*

- i. WHAT IS THE AMOUNT OF ACTUAL DAMAGES PROVEN BY
PLAINTIFF _____

Foreperson

STATE OF SOUTH CAROLINA) In the Circuit Court 9
COUNTY OF AIKEN) DOCKET No. 2022-CP-02-2323;
 2324

HEATHER CRESPO & GABRIEL CRESPO,)
Plaintiffs,)
versus)
)
RHETT RIVIERE, JOSEE RIVIERE, CHASE)
ENTERPRISES, LLC. OF SOUTH CAROLINA &)
R.C. RIVIERE PROPERTIES, LLC.,)
Defendants.)

H E A R I N G
BEFORE THE HONORABLE MARTHA M. RIVERS

DATE: November 13, 2024
TIME: ***
LOCATION: South Carolina Circuit Court 9
TRANSCRIBED BY: Mary Ragsdale

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7 Attorneys for the Defendants.

8

9 ALSO ATTENDING:

10 (None)

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EXAMINATIONS

WITNESS	DIRECT	CROSS	RE-DIRECT	RE-CROSS
(None)				

EXHIBITS

PARTY'S	DESCRIPTION	PAGE
(None Marked)		

1 THE COURT: Good morning.

2 MR. HARTE: Good morning, your Honor.

3 MR. GRIFFIN: Good morning.

4 THE COURT: Excuse me. Right before I came on, I
5 started coughing. I have a mint in my mouth. Are we
6 expecting anyone else?

7 MR. GRIFFIN: Joe McCulloch --

8 MR. HARTE: Andrew --

9 MR. GRIFFIN: -- is going to try to join, your Honor,
10 but he's out of town, and he may, or may not be able to log
11 on where he is -- he said, but I don't think we -- I can text
12 him.

13 MR. HARTE: USB live camera. There you go.

14 THE COURT: Mr. Harte, I can hear you. There you are.

15 MR. HARTE: Thank you, your Honor.

16 THE COURT: This is a new venue for you.

17 MR. HARTE: Well, you know, it's my conference room.

18 THE COURT: I haven't seen it before. Usually, we get
19 the office.

20 MR. HARTE: Thank you, your Honor. Well, I'm glad to
21 have you visit.

22 THE COURT: Glad to be here, Mr. Harte. All right.

23 While Mr. Griffin is texting Mr. McCulloch to see if he's
24 able to join or not, I understand he's -- you are willing to
25 go forward if he cannot.

1 MR. GRIFFIN: That's correct, your Honor.

2 THE COURT: Mr. Griffin? Thank you. I've looked at
3 all your motions, and read your memos that were filed. Thank
4 you for getting them in promptly. Mr. Harte, I did read your
5 email about how you tried to get one in yesterday morning,
6 and it didn't go through all the way, I was able to look at
7 that. We have several issues to touch on, given the amount
8 of motions, and I appreciate you all coming today, what I'm
9 probably going to do -- one of the things we have to -- to
10 think about is the attorneys' fees.

11 I'm going to see how we progress before I address that,
12 so that'll probably be on the end of this hearing. Also, I'm
13 just going to let you know, I want to hear your arguments in
14 full in addition to your written materials. I don't intend
15 to rule from the bench right this morning. I don't intend to
16 keep it for very long either, but, you know, best intentions
17 come forward.

18 But what I'd like to do is in light of reading
19 everything to hear your arguments, and then take it back for
20 thought. Okay? So to the extent that you can, please don't
21 rehash what you've already filed. And basically, what I want
22 to get at based on the filings, without addressing just one
23 motion, and let's put it on the record. We're here for
24 2022-CP-02-2323: which is Heather Crespo versus Rhett
25 Riviere, Josee Riviere, Chase Enterprises, LLC. of South

1 Carolina, and R.C. Riviere Properties, LLC., and
2 2022-CP-02-2324: Gabriel Crespo versus Rhett Riviere, Josee
3 Riviere, Chase Enterprises, LLC. of South Carolina, and R.C.
4 Riviere Properties, LLC. I have the motions of Defendants
5 Rhett Riviere, Chase Enterprises, LLC., and R.C. Riviere for
6 motion for judgment notwithstanding the verdict.

7 The Defendants: Rhett Riviere, Chase Enterprises of
8 South Carolina, R.C. Riviere Properties, motion for new
9 trial, or in the alternative new trial, nisi remittitur.
10 Defendants Rhett Riviere, Chase Enterprises, LLC. of South
11 Carolina, and R.C. Riviere Properties, LLC., supplemental
12 motion for new trial.

13 Defendants: Rhett Riviere, Chase Enterprises, LLC. of
14 South Carolina, and R.C. Riviere Properties LLC., motion to
15 reduce damages pursuant to South Carolina Code Section
16 15-32-30. Plaintiff's petition for attorney's fees, and
17 Defendant's, Josee Riviere's motion for judgment
18 notwithstanding the verdict, and/or new trial in a nisi
19 remittitur. Is that correct?

20 MR. GRIFFIN: Your -- your Honor, this is Jim Griffin.
21 Those are correct. We -- that are on the docket. We had
22 also filed a motion to stay the execution of the judgment
23 pending ruling.

24 THE COURT: That's correct. I apologize for leaving
25 that one out.

1 MR. GRIFFIN: And -- and some motions to quash
2 subpoenas.

3 THE COURT: Now, I think the motions to quash the
4 subpoenas came in kind of late, and didn't get put on this
5 day technically, but like I said, let's deal with -- let's
6 deal with the substantive ones, and then we'll go to the
7 procedural ones. Okay?

8 MR. HARTE: And -- and your Honor, if I may? We have
9 filed the motion, as you say -- stated, we also filed a
10 motion to stay the execution of the judgment while you are
11 considering the motions. And I believe -- I believe that
12 fully lists all of the motions that -- that I have filed on
13 behalf of my client.

14 THE COURT: Thank you, sir. All right. I don't want
15 to take these one at a time, gentlemen, and Ms. Barbier, what
16 I'd like to do is kind of deal with some of the issues --
17 some of the questions I have first, and then I want you to
18 make arguments on them. Okay? As to the Unfair Trade
19 Practices Act, and this specifically gets to the argument of
20 Josee Riviere. "To the Plaintiffs' attorneys, my question is
21 the measure of damages under Unfair Trade Practices Act, is
22 it limited to the \$2,400 check?"

23 MS. BARBIER: Your Honor, I'll -- I'll take that up.
24 No, the -- the answer to your question is: It is not limited
25 to that. Your Honor correctly charged the jury on damages

1 under the Unfair Trade Practices Act in South Carolina, and
2 what's recoverable. And that -- that charge was not objected
3 to that I know of -- or that I recall, I should say.

4 But you correctly charged the jury pursuant to the case
5 law in South Carolina that the damages under the Unfair Trade
6 Practices Act includes special and consequential damages.
7 And in that regard, under South Carolina law, special and
8 consequential damages include damage to reputation, among
9 other things. Includes the property, right, that someone has
10 in their name, and their likeness. And under the -- we -- I
11 have some additional case law on that as well, your Honor.

12 THE COURT: And I -- I looked at the Taylor versus
13 Medenica case, and -- and in the trial I looked at several
14 cases on this issue. And in that case, you know, they're
15 talking about the lab doing unnecessary testing, and --
16 sorry. Okay. But it did limit it to the contractual amount,
17 and took out the medical negligence for the doctor in that
18 case.

19 But most of the cases I looked at, although they --
20 that case did talk about special consequential damages coming
21 from the Unfair Trade Practices, assuming we agree that there
22 is an Unfair Trade Practice. I know Mr. Harte made an
23 argument on that. So, Mr. Harte, you don't have to
24 interrupt.

25 Hold on one second. I'm sorry, I got interrupted for a

1 second. But as to the consequential damages, how did they
2 not come out of the contractual issue involving that -- you
3 know, it seems to me like the Unfair Trade Practices is based
4 on a contract idea. It's a statutory remedy based on the
5 contract idea. So how did the consequential damages get into
6 other areas in this case?

7 MS. BARBIER: Well, and -- and this -- first of all,
8 your Honor, I want to direct your attention to three
9 additional cases that were not, I don't believe, in our
10 brief: Dowd versus Imperial Chrysler-Plymouth, which is 298
11 S.C. 439, 1989, and also Global Protection Corp. versus
12 Halbersberg. And that is 332 S.C. 149. It's a 1998 case.
13 And they both stand for the proposition that is in your jury
14 charge, which is that the Unfair Trade Practices Act includes
15 special, or consequential damages that are a natural
16 approximate result of deceptive conduct.

17 And I would -- I would respectfully disagree with your
18 Honor in that. I don't believe the Unfair Trade Practices
19 Act is based in -- in a contractual sort of cause of action.
20 I think it's more of a fraud cause of action because it
21 involves unfair, and deceptive practices in the trade of
22 commerce. And so, there's also, your Honor, a case that
23 stands for the proposition that -- and that -- hold on, it's
24 Insurance Products Marketing versus Conseco Life Insurance
25 Company.

1 And that's a federal case out of the Beaufort Division
2 that was decided in August of 2012. It is 2012 Westlaw
3 3308368, and it's -- it talks about the fact that every human
4 has a property right, and its name, and its likeness. And
5 so, based on the jury's -- what the jury was charged, and the
6 evidence they heard, there's a -- a good bit of evidence that
7 they could have concluded that the Crespos suffered
8 reputational loss based on the recordings, and based on the
9 conduct of the Defendants.

10 And so, I think we are not limited to just dollar value
11 of what was put on -- you know, in -- in any case, what would
12 be put up on a -- on a chalkboard. In particular, in the
13 Dowd case, there was \$97 of actual damages put up by the
14 plaintiffs as evidence. And the court concluded that the
15 verdict supported an amount of 1500. So clearly, you're not
16 limited to just, you know, tangible damages that you can put
17 up on a chalkboard.

18 You -- it -- the reason it includes special, and
19 consequential damages is because it includes things that are
20 -- as I talked about in my closing, difficult to measure such
21 as damage to your reputation. The -- the Global Protection
22 case specifically talks about reputational injury is a
23 recoverable loss under the Unfair Trade Practices Act.

24 So I -- the answer to your question is, your Honor: We
25 do not -- our position is that we are not limited to just the

1 dollar value of -- of loss that we put in, which is the
2 counseling services, and the rents that were paid. And I
3 believe there was one other thing, but we're not limited to
4 that dollar amount. And the jury correctly found that the
5 consequential, and special damages were what they awarded,
6 which was 500,000 for each Plaintiff.

7 THE COURT: Okay. That brings me to another question.
8 I have in my notes written down here, "Company liability on
9 the Unfair Trade Practices Act." Can you address that, and
10 the willfulness aspect of the Unfair Trade Practices Act?
11 How are we getting all of these defendants in under the
12 Unfair Trade Practices?

13 MS. BARBIER: Well, your Honor, there was -- there was
14 testimony that Riviere -- R.C. Riviere Properties, and Chase
15 Enterprises were the companies that Mr. Riviere started in
16 2000 to manage, and operate his rental business. And so
17 based on how he was managing, and operating his rental
18 business, but in that he was videotaping tenants, I believe
19 that those corporations, there's -- there's plenty -- all the
20 evidence as to Mr. Riviere, and Ms. Riviere who were the
21 managers, and operators of those companies, was the same
22 evidence that would be against the corporations.

23 THE COURT: Okay. Now, I did indicate on the -- on the
24 form that treble damages for the form four, and as the
25 Defendants have argued that -- they -- are arguing pretty

1 strenuously, that there's no evidence of willfulness in
2 regards to that at -- I will tell you that it -- it was a
3 repetition issue -- potential repetition issue for me, was --
4 was strong in that regard.

5 Ms. Barbier, can you address the -- that issue for me
6 though, now that I'm looking back at it? The Defense have
7 made a pretty good argument as to the -- you know, it was a
8 long trial for one thing, but -- and there was a lot of
9 evidence against Mr. Riviere, and considering the fact that
10 he took the Fifth Amendment, that also, I'm sure had -- I
11 would imagine had an adverse inference for the jury as we
12 charged them, they could take under for -- against Mr.
13 Riviere. But as to Josee Riviere, the willfulness aspect of
14 it.

15 MS. BARBIER: Well, your Honor, the -- there was -- was
16 plenty of evidence against Josee Riviere, and her
17 participation in the rental business. And that was
18 particularly with respect to the Crespos, that she showed
19 them the property, that she handed them the lease, that she
20 accepted their rent, and that she's the one who gave them the
21 keys to the property, and came to -- you know, their rescue
22 whenever they needed anything related to the -- the property.
23 So there's clear involvement of Josee Riviere, and the jury
24 correctly found her liable under the Unfair Trade Practices
25 Act. As far as willfulness --

1 THE COURT: If it's the LLCs -- and I don't want -- I'm
2 -- I'm -- I don't want to interrupt you, but I just want to
3 get -- if the LLCs are the managers, and he's the -- he
4 formed the LLCs, I assume he's the agent for the LLCs, I
5 don't recall, but he's the managing person for the LLCs. And
6 I believe the testimony was that she had really nothing to do
7 with the LLCs whatsoever.

8 She was his wife, she was sitting there, but she
9 doesn't have anything to do with those LLCs in that capacity.
10 And -- and she's just the gopher, so to speak, is how I -- I
11 get the Defendant's arguments. Then how does she get to
12 willfulness? If we can't tie her to the LLCs, and that
13 conduct? And we can't really say -- I mean -- she was the
14 person available that showed up at the door, but how does
15 that get into the willfulness argument?

16 MS. BARBIER: Well, your Honor, she's clearly an agent
17 of the LLCs. Just because she's not listed as an officer on
18 the Secretary of State's documentation, doesn't mean that
19 she's not representative, or an agent of those companies.
20 She is the one who handed them the lease that was between
21 themselves, and R.C. Riviere properties. That was the
22 testimony. And so, she is -- she is acting on those
23 corporations' behalf by virtue of the fact that she is
24 performing those duties related to those properties.

25 THE COURT: Okay. I'm a secretary for a company, I

1 hand the lease over. Do I then have individual liability
2 under this act?

3 MS. BARBIER: Well, your Honor, first of all, there's
4 no testimony that she was a secretary. The only, you know,
5 representation of that was by Mr. Harte when -- in the
6 self-serving statements he's made in his pleadings that she
7 was "An errand girl." She was married to Mr. Riviere,
8 therefore, she had an interest in those LLCs, and in that
9 property by virtue of her marriage to him. And she also was
10 acting at their behest when she was enticing renters to come
11 to that property.

12 THE COURT: Now, wait a minute. I'm not sure she does
13 have an interest by virtue of marriage. Because that gets
14 into a marital property issue. If they were formed before
15 the marriage, she doesn't have an interest in them.

16 MS. BARBIER: Well, your Honor, I believe the testimony
17 is they were -- started dating in 1999. And these LLCs were
18 formed in 2000. The -- the videotaping started in 2000. I
19 believe they were married in 2000 as well. My -- my
20 understanding is they were married from 2000 to 2012. So
21 which spans the -- the -- you know, the conduct involving the
22 Crespos in this case.

23 But I -- we take great issue with the representation
24 that she's an -- that she's an errand girl, or a secretary,
25 or some, you know, low-level employee. They were joint --

1 they were partners in this -- in this joint venture of
2 running these properties. And, you know, that -- that's what
3 the testimony demonstrates.

4 THE COURT: Okay.

5 MS. BARBIER: The Crespos weren't dealing with Mr.
6 Riviere with respect to the lease, and the keys, and the
7 showing of the property. They were dealing with Josee
8 Riviere. And that is why the jury correctly found her liable
9 under the Unfair Trade Practices Act.

10 THE COURT: Okay.

11 MR. HARTE: Your Honor, may I be heard?

12 THE COURT: In a second, Mr. Harte, I was about to get
13 to you.

14 MR. HARTE: Thank you.

15 THE COURT: But wait a minute. This is what I want to
16 talk to you about, because I have read -- you filed a -- did
17 you file a memorandum, or a brief, or a motion, and then a
18 supplemental, and then something else yesterday? And
19 throughout, I'll let it be known that -- you know, you have
20 argued she was not involved in the corporations. She merely
21 went out there, and rode her horses in the barn that was
22 adjacent to the property, as I understand it.

23 That she just handed them a lease with no control, or
24 any information about it, and that she's been imputed with
25 knowledge that she did not have, or have a way of

1 discovering. But Mr. Harte, first I want to address the
2 contention that we treble the damages outside of your
3 presence, and -- and dissuade you of any notion that that was
4 done on purpose, or in any manner other than what was
5 discussed during the time that you were in the court.

6 Because during the time you were present in the
7 hearing, we had a discussion over the treble damages, and
8 whether to submit any issues to the jury on willfulness. Is
9 my recollection, and understanding that all parties said,
10 "No, that was a matter of law left up to the judge." That
11 was not done prior to the punitive phase. It was not done in
12 the presence of anyone.

13 You are certainly welcome to make your post-trial
14 motions, which you have done. But there has been no intent
15 by this Court to engage in rulings, or hearings outside of
16 your presence. As I recall, you left, and -- and went into
17 the gallery of the courtroom, and listened to some of the
18 punitive damages testimony for a while before deciding to
19 exit.

20 The only thing discussed in the punitive damages phase
21 was the fact of punitive damages as to the other Defendants,
22 and the -- the cases regarding that. Now, I did notice in
23 your motion there was some argument that because I heard the
24 evidence on punitive damages, that that would've somehow
25 impacted my decision-making on this issue for your client.

1 So I'll let you address that first.

2 MR. HARTE: Your Honor, there's no -- if my -- I -- I
3 don't want my motion to be taken as any intentional act on
4 your part. I am well aware that judges can make honest
5 mistakes without intending to violate a rule. I'm not
6 suggesting that that happened in that respect. But there was
7 testimony, I am told, during the punitive damage phase in
8 which Ms. Riviere was -- I'm sorry, in which Ms. Barbier
9 asked Mr. Rhett Riviere questions which were designed to
10 create the adverse inference against Josee for one thing,
11 that she had helped him to hide furniture.

12 That's a very important thing to put into the record.
13 And, your Honor, it's -- it is hard to say what ultimately in
14 this case would lead to a finding of willfulness on Josee
15 Riviere's part because a lot of what is being said by Ms.
16 Barbier is just simply not consistent with the record. To
17 say that she was -- to say -- and this is what Ms. Barbier
18 said: "Josee Riviere was heavily involved in the rental
19 properties." Plural "properties."

20 The only testimony of any contact whatsoever with
21 rental properties was that she handed Mr. Crespo a lease.
22 And when he couldn't find his key -- I'm sorry, she took the
23 lease from Mr. Crespo, she didn't hand it to him. The lease
24 was actually handed over by Rhett Riviere, and the
25 negotiations were between Rhett Riviere, and Mr. Crespo.

1 THE COURT: All right. Mr. Harte, first I want to hear
2 as to the argument of why it was improper to make the finding
3 after the punitive damages phase.

4 MR. HARTE: Well, I don't think it was improper to make
5 the finding, your Honor, but I think it was a -- what the --
6 the objection I have is that we were specifically told your
7 part of this case is over, and you -- and the Court said,
8 "You may leave." Which my client, and I did.

9 If I had known that you were still considering
10 willfulness against my client, I most definitely would've
11 stayed. Because in regard to a lot of what the Plaintiffs'
12 Counsel did in using the Fifth Amendment situation with Rhett
13 Riviere was converted not to an attack on Rhett Riviere, but
14 to an attack on Josee Riviere.

15 THE COURT: Okay. Mr. Harte --

16 MR. HARTE: And I understand, your Honor -- I
17 understand, your Honor, you're saying, "I didn't consider
18 that." I -- I guess that's what we're saying is that your --
19 your -- your pronouncement today is: "I did not consider the
20 testimony that I heard in the punitive damage phase when I
21 ruled on the willfulness of Josee Riviere." I have a twofold
22 problem. The first problem is the Court ruled from the
23 bench, "Your part of the case is over." Period. Secondly --

24 THE COURT: So you think -- I -- I want to ask you
25 about that. So the -- the jury did not find any cause of

1 action that would've led to punitive damages for your client
2 -- against your client. Do you think you had a right to
3 participate in the punitive damages phase once you are not a
4 part of punitive damages?

5 MR. HARTE: I think, your Honor, that to the extent
6 that had I known that the statement: "Your part of this case
7 is over" did not mean that you had concluded, and I -- my
8 favor that -- that you -- that Josee Riviere was not willful.
9 Had I known that to be the case, I would've stayed, and had
10 evidence been introduced.

11 Or had the Plaintiff attempted to introduce evidence
12 for the Court to hear that was prejudicial to my client, two
13 things would've happened: One, I would've objected to it,
14 and hopefully, your Honor would've ruled it inadmissible,
15 which I was not there to make the objection. And that
16 secondly --

17 THE COURT: Sir, I hate to interrupt you again, Mr.
18 Harte, but that's the part I'm getting at. Under what
19 standing would you have to object when there's no punitive
20 damages being alleged against your client, or being sought
21 against your client?

22 MR. HARTE: The standing is -- the standing is because
23 the trier of fact as to willfulness is hearing testimony
24 which is prejudicial to my client.

25 THE COURT: Okay. And -- and I don't recall you

1 bringing that up at any phase.

2 MR. HARTE: Well, there was no phase at which I could
3 bring it up. But, your Honor, let me say this: There are
4 many more vastly more important issues than this. This is --

5 THE COURT: But I want to get this one clear -- I want
6 to get this one clear before we move on to the others.

7 MR. HARTE: I -- I -- my position is, your Honor, that
8 you unintentionally deprived my client of due process by
9 taking testimony, which was relative to willfulness without
10 -- a -- after having told me that the -- the -- my part of
11 the case was over. I -- I considered at that time when the
12 Court ruled from the bench, "Your part of the case is over."
13 That, to me, meant my part of the case was over, period.
14 That was the ruling from the bench.

15 THE COURT: Okay. And Mr. Harte, am I correct when I
16 said that prior to that -- I think prior to the jury getting
17 it, it was the statement of all Counsel that the Court would
18 make the determination of willfulness if -- if necessary. Is
19 that right?

20 MR. HARTE: That is correct, your Honor. And my --
21 under -- my -- my -- my reading of the statement "Your part
22 in the case is over" is that the Court had decided that Josee
23 Riviere had -- was no longer at -- no longer at risk of any
24 further action during -- on -- on this matter. That was my
25 under -- that was -- that's my interpretation, your Honor.

1 THE COURT: Okay.

2 MR. HARTE: Perhaps -- perhaps I -- perhaps I'm wrong.
3 It will certainly won't be the first time.

4 THE COURT: Yeah. And please don't put --

5 MR. HARTE: But it was clear. That was the impression
6 I had. That's -- that's why I raised the -- raised the issue
7 on the -- in these motions so forth.

8 THE COURT: All right. And I think it's an important
9 issue. You're right. If it's a due process issue, it's very
10 important, and we need to address it. And that's why I want
11 to address that one first. All right. I understand -- and I
12 have read extensively your position on misrepresentations by
13 the Plaintiffs' attorney, particularly giving the Fifth
14 Amendment. I'm not inclined to rule in your favor on the
15 adverse inference Fifth Amendment issue. Again, I'll just
16 tell you that in advance, Mr. Harte. But let me know what
17 you'd like me to hear as to your JNOV, and other motions.

18 MR. HARTE: Well, your Honor, first of all, I want to
19 be clear this -- the motions I filed on is not -- they're not
20 just judgment notwithstanding the verdict motions. They are
21 also motions for a new trial.

22 THE COURT: Noted.

23 MR. HARTE: And -- and the -- the -- a new trial may be
24 granted regardless of the standing of -- for -- regardless of
25 whether a moving party meets the stringent standards of a

1 judgment notwithstanding of verdict. If there are errors of
2 law that occurred during the trial, the trial court has an
3 opportunity at the motion for new trial level following a
4 verdict, or decision to -- to rethink what occurred, and --
5 and -- and recognize that if an error was made, it can be
6 corrected.

7 This is -- this is the opportunity for the trial Judge
8 if -- if one -- if the Judge believes it to be so to correct
9 the errors. Now, let me -- let me point out that the first
10 -- there are a series of them. First of the -- first of all,
11 your Honor, the denial of the severance motion is, in our
12 opinion, fatal to the right of Josee to a fair trial.
13 Because as a result of the denial of the motion to sever
14 massive amounts of highly prejudicial evidence was admitted,
15 which was not connected to Josee Riviere, but which was so
16 inflammatory that no jury could be reasonably expected to
17 render a verdict in Josee's favor after having seen that.
18 And --

19 THE COURT: Okay. Mr. Harte, I'm going to stop you
20 there, and ask you. I understand your argument, and -- and
21 that was what you predicted would happen, but given the fact
22 that the verdict did, in large sense, favor your client, if
23 she was only found liable under one cause of action, how do
24 you address that -- I mean -- how is the jury so prejudiced
25 that they can't overcome this evidence, but yet they found

1 her not liable on several causes?

2 MR. HARTE: Well, for one thing, your Honor, the size
3 of the verdict speaks volumes as to whether this jury was
4 prejudiced against my client.

5 THE COURT: Well, your client was (crosstalk) right?

6 MR. HARTE: There was no evidence -- there was no
7 evidence to support -- there was no evidence to support the
8 -- the verdict at that level, particularly in light of the
9 law applicable to Unfair Trade Practices. Ms. Barbier is a
10 very -- very fine lawyer, and I respect her tremendously.
11 But the --

12 THE COURT: But the verdict --

13 MR. HARTE: But the -- but the --

14 THE COURT: The verdict was 500,000 against your
15 client, correct? For each party?

16 MR. HARTE: Yes, ma'am.

17 THE COURT: For each Plaintiff?

18 MR. HARTE: Yes, ma'am.

19 THE COURT: And under -- only under Unfair Trade
20 Practices?

21 MR. HARTE: That is correct, your Honor. And there --
22 and --

23 THE COURT: And that was the (crosstalk).

24 MR. HARTE: Your Honor, I really recognized -- you
25 know, I -- I'll be honest with you, in the materials I gave

1 you, I have not covered the issue of absence of evidence, and
2 -- and the inapplicability of the Unfair Trade Practices
3 where there is no act. I don't think I can today add a whole
4 lot to that.

5 And I know, your Honor, is -- is well capable of
6 reading what I have provided, and hopefully understanding how
7 important, and how clear the facts are in this case. I -- I
8 want to just say this with all respect, and I mean with all
9 respect for Ms. Barbier, she is an advocate, but she is --
10 she is advocating without the benefit of facts. That's, your
11 Honor --

12 THE COURT: Well, I'm only going on a severance issue.
13 I'm just talking -- I'm taking the issue by issue. Just on
14 the severance issue, how can you argue that it -- it did end
15 up in extreme prejudice to your client when the jury was able
16 to separate her out, and gave her the lowest amount of
17 damages?

18 MR. HARTE: Well, your Honor, that's -- the -- the
19 lowest amount, your Honor, a million dollars is not a low
20 amount with all respect.

21 THE COURT: There's a low amount.

22 MR. HARTE: It's lower than -- it's lower than what
23 they did to Mr. Rhett Riviere. I give you that. Yes, ma'am,
24 I agree with that. But, your Honor, I don't think that shows
25 an -- you -- in my opinion, on appeal. The issue will be on

1 the single count -- on which she was found responsible, did
2 the jury act in a non-prejudicial, non-inflamed manner?

3 If you look at the evidence that was presented, and you
4 look at the incredible volume of highly prejudicial material,
5 none of which -- or virtually, none of which would've been
6 allowed into evidence, had the case been severed. And you
7 watched the jury -- the jury's conduct -- the jury's actions
8 during the viewing of those videos, which should have been
9 excluded as -- as -- because the prejudicial value highly
10 outweighed any -- outweighed any probative value,
11 particularly as to -- and -- and the -- and the whole point
12 of the thing was to get the jury in the frame of mind, to
13 take a plaintiff who had lost monetarily no more than \$3,000
14 or \$4,000, and award them a hundred thousand -- a hundred
15 thousand times that much, or a thousand times that much.
16 However, it works out.

17 THE COURT: All right. Let's go into that point.

18 MR. HARTE: And on top of that, it gets trouble -- it
19 gets trouble. So I -- I think the evidence -- I think the
20 Court -- I think the Court should look again at the evidence,
21 and realize that the failure to sever the case denied Josee
22 Riviere with the opportunity for a fair trial. That's the
23 position I take on that.

24 THE COURT: Okay. Mr. Harte, Ms. Barbier said, "It was
25 the reputational loss into the amount of damages, not just

1 the \$3,000." Can you address that?

2 MR. HARTE: Well, first of all, your Honor, there is no
3 -- the main -- the main cause of cases, the main -- the main
4 view of the law in South Carolina is not favorable to her
5 position. The -- the -- the mainstream of cases -- in fact,
6 virtually every case, I can't find a case in which emotional
7 distress, embarrassment, humiliation, any of those things are
8 considered as special damages in Unfair Trade Practices.

9 THE COURT: All right. She has raised it as an NIL
10 issue. I think we can -- we're all familiar with that term.

11 MR. HARTE: Well, I don't know what NIL means, your
12 Honor, I'm sorry.

13 THE COURT: Name Image Likeness.

14 MR. HARTE: Well, she didn't --

15 THE COURT: You're not your -- you're not watching your
16 college sports, Mr. Harte.

17 MR. HARTE: Well, they didn't play -- they didn't play
18 that -- they didn't play that -- they didn't plead that, your
19 Honor. And there was no proof of that. Rhett -- Gabriel
20 Crespo testified that he is a major player of polo. He has
21 -- he has been awarded all of these things that they put into
22 evidence. He's a very -- there's nothing to show that he has
23 been -- that he has been denied jobs, that he has been
24 ostracized, that he has been refused, members in any clubs.

25 There's nothing to show that there was anything like

1 that done. But aside from that, your Honor, it simply is not
2 recognized under the mainstream of cases in South Carolina.
3 And Ms. Barbier wants you to step outside of the mainstream
4 of law, and make a decision, which is not backed by the cases
5 in South Carolina. I also want to say this, citing the
6 opinions --

7 THE COURT: Yes, sir.

8 MR. HARTE: -- citing the opinions of trial-level
9 judges in the federal district is not citing a case that is
10 -- that is controlling in a South Carolina trial court.
11 Citing a case from the full circuit is citing a case from a
12 sitting district court judge is not -- it's not binding on a
13 state -- state action. But -- but, your Honor, also with
14 respect to the -- to the severance.

15 We had evidence that, again, those -- those images --
16 all of those images of the cameras, and everything else, and
17 the -- and many of those things didn't even exist when Josee
18 was married to Rhett Riviere. And again, your Honor, the
19 fact that they were allowed to abuse the right to question a
20 defendant who was taking the Fifth Amendment, and used that
21 opportunity to create adverse inferences against Josee
22 Riviere, that's a denial of due process on Josee -- against
23 Josee Riviere, because it essentially has Rhett Riviere
24 controlling whether the Fifth Amendment will be used against
25 Josee Riviere, when Josee Riviere never took the Fifth

1 Amendment, and -- and testified fully.

2 THE COURT: So Mr. Harte, and what --

3 MR. HARTE: And the jury should -- the jury should have
4 been told that the law does not permit an inference to be
5 drawn against the co-Defendant who testifies fully because
6 her co-Defendant testified against the Fifth.

7 THE COURT: But she did testify, right? And she
8 testified in full as you said?

9 MR. HARTE: Yes, ma'am. And if she had -- now, if she
10 had not testified -- if she had not testified, the Plaintiff
11 might have a reasonable argument, although I don't think it
12 would -- I still don't think it would apply. The only person
13 who is lawfully, and constitutionally entitled to exercise a
14 right with respect to the Fifth Amendment, is the individual
15 herself, or himself.

16 THE COURT: And the instructions to the jury only
17 address that individual?

18 MR. HARTE: The trial --

19 THE COURT: You're saying, "Only addressing that
20 individual in the Fifth Amendment that somehow created a
21 negative inference for your client."

22 MR. HARTE: But your Honor, you -- you -- you denied
23 the request to charge the jury that it could not be applied
24 against Josee Riviere. And you instructed me that I could
25 not argue that.

1 THE COURT: Thank you.

2 MR. HARTE: And, in fact, Sue responds, "You
3 interrupted me." I mean -- Ms. Barbier says, "I should have
4 been sanctioned because I was arguing what" -- what is a --
5 not -- not -- not a matter of law, your Honor. It's a matter
6 of fact. You cannot --

7 THE COURT: Do you recall what I interrupted you about?
8 I recall asking you to stay on task with the pretrial, and
9 pre-closing argument, discussion about improper arguments. I
10 know I had a great reservation about potentially improper
11 arguments especially given the openings in the case. So do
12 you recall --

13 MR. HARTE: Your Honor, I would've -- I would've less
14 problem with that. And I -- and, your Honor, I'm not -- I'm
15 not suggesting --

16 THE COURT: Mr. Harte, I'm not taking anything
17 personal. But did --

18 MR. HARTE: Well, that's fine, because it's certainly
19 not meant that way. But -- but let me say this, your Honor,
20 if you had said at that point in time, "Ladies, and gentlemen
21 of the jury, I want you to step outside for a moment. Mr.
22 Harte, and I have a matter to discuss." And they have left,
23 and you had said to me whatever it is you wanted to say to
24 me. Then that would be one thing.

25 But this was done without objection from the Plaintiffs

1 in the presence of the jury. And I maintain that it was
2 prejudicial to my client. And I know you didn't mean to do
3 it. I'm not suggesting that you were out to get Josee
4 Riviere. I'm not suggesting that you are reviewing the
5 images prejudice to you in that respect. But I am saying
6 that when that happened -- and it happened in the presence of
7 the jury. And you were doing it through spontan without
8 there being an objection raised. The case law says, "When
9 that happens that is a" -- "that is an error. And that it --
10 it has probability of leading the jury to believe that you
11 have taken sides." And I -- I'm sure you didn't mean to do
12 that, but my opinion is the facts show that that is what
13 happened. You did not excuse the jury, and talk to me about
14 the argument.

15 You -- you instructed me in the presence of the jury,
16 and my -- I -- I -- my position is unchanged. But -- but
17 going back to the -- going back to the issues of the new
18 trial, your Honor, just want to be clear on this. I don't
19 suggest today that I am abandoning anything that may be found
20 in the record. In fact, as your Honor will note, I have
21 suggested that the Court may want to wait until the record is
22 -- is complete so that you can review it.

23 THE COURT: I saw that. Yes, sir. But we're going to
24 go forward. I -- I don't want to delay this anymore. I
25 appreciate that.

1 MR. HARTE: That's fine. Now, your Honor, do you want
2 me to address the points that are raised in the briefs that I
3 have filed? Because I'd be happy to do so, but I candidly
4 think that -- that there -- the -- the evidence -- look --
5 look -- let me say this: Any person coming into a courtroom
6 in any position cannot leave their common sense at home.

7 When you say to somebody, this young lady was standing
8 in the same area where her husband was, and her husband was
9 negotiating a lease with a tenant, the husband handed the
10 lease paper to the tenant, and then the husband leaves, and
11 the lady who's there stands there, and has a conversation
12 that has nothing to do with the subject matter of the lease.
13 And the paperwork is handed to her, and she carries it back
14 to her house. And then sometime later -- weeks later, the
15 tenant tries to get in the house. He can't do it. He needs
16 a key. The girl goes back to her house where she's living
17 with her husband, comes back with a key, opens the door.
18 Your Honor, what -- in what common-sense world does that
19 constitute acting as a property manager?

20 The only place that exists is in the skilled mind of a
21 highly trained advocate who can take a -- not only -- it can
22 take a molehill, and turn it into a volcano. This is --
23 there is no evidence, star power of the -- of the process --
24 of the Plaintiffs' lawyers notwithstanding, there is no
25 evidence to substantiate the verdict. This simply does not

1 work.

2 THE COURT: Now, Mr. Harte?

3 MR. HARTE: I'm satisfied -- I'm satisfied that, your
4 Honor, upon reflection, can -- and hopefully we'll see that.

5 THE COURT: All right. And -- and I take your
6 arguments there. Your listing of the evidence that was
7 presented address this. Is that not a weight of the evidence
8 issues for the jury to determine as the finder of fact?

9 MR. HARTE: No, your Honor, because the evidence -- you
10 -- your Honor, you have to consider whether the verdict of
11 the jury is reasonable in light of the evidence presented.
12 If it is -- if -- if the jury's verdict is nothing more than
13 the result of conjecture, or speculation, then your Honor --
14 your Honor has a duty to -- to -- to reverse that verdict.
15 And there is no --

16 THE COURT: All right. I'm going to --

17 MR. HARTE: -- there is no way -- there's no way other
18 than -- other than pure -- pure speculation. And again, your
19 Honor, it's a question of whether an attorney who is as
20 skilled as Ms. Barbier here is -- and she's a -- she's
21 probably about the finest prosecutor I've ever seen. But the
22 reality is, that she has -- she has spun a tale that doesn't
23 have a factual basis.

24 And if it doesn't have a factual basis, this verdict
25 cannot stand. And the facts of a -- and the Court's judge --

1 judge duty is to see if there's any evidence from which a
2 reasonable, non-prejudiced, non-capricious jury can
3 rationally find for the Plaintiff. And in this case, except
4 for the prejudice that was created by the videos. The
5 prejudice that was created by the misuse of the Fifth
6 Amendment, questioning the failure to charge the jury that
7 the Fifth Amendment by Riviere -- by Rhett Riviere could not
8 be held against Josee. All of those things clearly point to
9 the fact that this verdict must be overturned either now, or
10 later.

11 THE COURT: Okay. Mr. Harte --

12 MR. HARTE: Thank you, your Honor.

13 THE COURT: -- I want you to address the measure of
14 damages issue. You talked about the main line of cases is
15 not being reputational, but I want you to be more specific on
16 that. Should the measure of damages -- if we let the jury's
17 verdict stand as to the Unfair Trade Practices Act against
18 your client, should it just be the rental check, and the
19 counseling fees?

20 MR. HARTE: Well, your Honor, the law in South Carolina
21 does not allow damages for emotional distress, or otherwise
22 under the Uniform Trade Practices Act. That was cited in the
23 case of Wright versus Craft, which is in the brief that I
24 filed. That's a 2006 case for the Court of Appeals. Unfair
25 Trade Practices do not include intentional infliction of

1 mental distress, which is really what they're talking about
2 among other things.

3 That's Gaskins versus Southern Farm Bureau. Again,
4 2000 case from the Court of Appeals cited in the -- in the
5 motion itself. You can't collect damages for embarrassment,
6 or humiliation. That's Collins Holding Company versus
7 Defibaugh, Wright versus Craft, again, cited in the brief.
8 And -- and the -- the -- the law is clear. A plaintiff must
9 show an ascertainable loss of money, or property.

10 Importantly, the statute of economic harm -- its
11 statute addresses economic harm rather than emotional, or
12 psychological harm. Now, damages for embarrassment,
13 humiliation cannot be recovered under a Uniform Trade
14 Practices Act claim unless they result in a specific economic
15 loss. And again, that's Collins, and Wright. What happened
16 there?

17 All right. The Plaintiff -- the Plaintiff did not
18 prove any of the -- any of the claims that they've made. But
19 even if they did, there's no provision under the law in the
20 -- in -- in South Carolina on the Unfair Trade Practices for
21 the award of anything except -- except the monetary damages
22 which were sustained. Now, the -- the statute talks about
23 special damages.

24 But, your Honor, what is talked about there is special
25 damages as they relate to property. There is nothing in the

1 statute that says you can -- you can join an Unfair Trade
2 Practices Act cause of action to intentional infliction of
3 mental distress, or loss of reputation, or any of those
4 things at a single cause of action. You can try them in two
5 separate causes of action.

6 But you can't join them together because they are not
7 -- they are not damages collectible under the Unfair Trade
8 Practices Act case. And, your Honor, if -- even if -- even
9 if the Plaintiff were right that you could include --
10 whatever it is called -- image and likeness -- I can't
11 remember all that stuff --

12 THE COURT: Reputational damages.

13 MR. HARTE: Alabama doesn't care -- Alabama doesn't
14 care much about that. But bottom line whatever that is,
15 image --

16 THE COURT: No.

17 MR. HARTE: -- and likeness, and that sort of stuff --

18 THE COURT: Mr. Harte, I'm going to stop you. Alabama
19 cares a lot about it. They're paying a lot of money for it.

20 MR. HARTE: We just don't -- we just don't admit it
21 publicly. The bottom line, your Honor, is this: There's no
22 proof of that. You -- you can't just make this stuff up.
23 You can't just come in, and say -- if you bring -- if you
24 bring a pink polar bear into a courtroom, you can't tell the
25 jury that's a white polar bear because the judge can see

1 that. And -- and if you look at this, what they've done is
2 make up a story, and then try to shoehorn nonexistent facts
3 into it.

4 And that is why you have the job you have, is to be
5 able to say, "I don't care how skilled you are. I don't care
6 how famous you are. I don't have -- how great you are. You
7 don't have the facts." And Ms. Barbier, and her team, as
8 good as they are, as famous as they are, as well dressed as
9 they are, they don't have the facts. It's just like the
10 Wendy's commercial, "Where's the beef?" And the answer is:
11 It isn't there. Thank you, your Honor.

12 THE COURT: I think you made a similar -- similar
13 argument in the closing, right?

14 MR. HARTE: Yes.

15 THE COURT: Yes. I think so. Thank you, Mr. Harte.
16 All right. Let's move on. I'm going to let you come back at
17 another point, but let's move on to Mr. Griffin.

18 MR. GRIFFIN: Thank -- thank you -- your Honor. May I
19 address the measure of damages under Unfair Trading
20 Practices?

21 THE COURT: Sure. Yeah.

22 MR. GRIFFIN: And I -- I -- I do agree with Mr. Harte.
23 It -- it is strictly limited to economic loss. And the
24 statute says -- 39-5-140, "Any person who suffers any
25 ascertainable loss of money, or property real personal as a

1 result of the use, or employment by another of an unfair, or
2 deceptive method act, or practice declared unlawful by
3 section 39-5-20 may bring an action."

4 And then, your Honor, I -- I didn't know we -- we were
5 going to re-argue this, but I -- I strenuously argued it
6 previously, and at jury charge conference, but the -- and I
7 -- I'll cite two cases, your Honor: Jones v. Ram Medical,
8 807 F. Supp. 2d 501, that's a district of South Carolina
9 federal case.

10 And -- and -- and there -- the -- the -- the issue, and
11 -- and -- and the ruling is that the Plaintiffs may recover
12 out-of-pocket losses, and that the Plaintiffs may also
13 recover any medical bills, but they may not recover
14 non-economic losses for personal injury. That's Jones v.
15 Ram. And -- and then also, Little v. Brown & Williamson
16 Tobacco Company, which was an unpublished decision, 1999
17 Westlaw 33291385. And that's the 1999 case.

18 THE COURT: Isn't it interesting how we all cite these
19 unpublished opinions?

20 MR. GRIFFIN: Well, we -- we -- we don't really need to
21 do that. All we have to cite is the statute.

22 THE COURT: No, I'm not disparaging your argument, Mr.
23 Griffin. I just see it over, and over again. Now that we
24 have the internet, and not books. You know, something being
25 unpublished is kind of a fallacy.

1 MR. GRIFFIN: Well, it's on -- it's on Westlaw, and --
2 and -- but -- but the statute, it's specifically limited to
3 ascertainable loss of money, or property. And -- and -- and
4 I -- I -- I do take exception with Ms. Barbier saying we --
5 we didn't object to the jury charge. Well, I submitted the
6 jury charge specifically stating that -- that that's all you
7 can recover under Unfair Trade Practices.

8 And I likened it to the same measure of damages as the
9 -- as the fraudulent concealment, or negligent
10 misrepresentation claim. And -- and you rejected that -- you
11 rejected that. And so, it is preserved. And then you -- you
12 have, you know, what -- what -- and I couldn't agree more
13 with Mr. Harte on this name, image, and -- and likeness.

14 There was -- A: It's not pled in the complaint. B:
15 There was no argument to the jury in the closing arguments
16 that there were any such reputational damages. And C: It was
17 never quantified. And if you're -- if you're putting up a
18 case of economic loss, which is required in the Unfair
19 Trading Practices, you know you cannot leave it to
20 speculation.

21 It has to -- it doesn't have to be mathematical
22 certainty, but you have to prove it. And normally it's
23 through some economists, but there was no evidence
24 whatsoever, putting on the board, quantifying in any -- any
25 calculable measure of what that might be -- I mean --

1 THE COURT: Mr. Griffin, I think your -- I think your
2 Defendant made the argument that perhaps the case should have
3 been brought in the name of John Doe. And I think that was
4 to show that he could have avoided further embarrassment, or
5 reputational issues in the case. And that was brought up
6 several times in the trial. So can you address that?

7 MR. GRIFFIN: Well, it -- it -- it was embarrassment.
8 Yes. And -- and, you know, there was no quantification of
9 any reputational damages. There was no quantification of
10 that whatsoever. And so, it -- it was left to be a -- a
11 non-economic loss, that -- that's what they presented.
12 Non-economic losses. The only economic losses they presented
13 in the -- in the case were a check for \$2,400, and a -- a
14 hospital bill that may, or may not have ever been paid. And
15 then a counseling bill.

16 I mean -- that -- that was it. That was it. There's
17 no evidence of economic loss of relating to anything else.
18 No economic job loss, no missed job opportunities, nothing
19 like that. And so, that's the -- all you can recover under
20 unfair charity practice. Now, with regard to special
21 damages, I -- I would say that the medical bills are -- well,
22 the counseling bills are special damages -- I mean --
23 because it's not a natural consequence of -- of -- of, you
24 know, entering into a rent agreement based upon an unfair
25 deceptive act.

1 But, you know, that's not what you would expect of
2 counseling bill. But -- but you don't go into the -- you
3 don't go into the -- into the pot of non-economic damages.
4 And that's under Unfair Trade Practices -- I mean -- that's
5 -- that's what the whole statute is about, is -- it -- it
6 regulates the economy, it regulates business practices, it
7 regulates commerce. It's not a Tort Claims Act statute --
8 it's not a tort statute, it's a business statute, and it's a
9 consumer protection statute.

10 THE COURT: Okay. I'm going to allow the Plaintiffs to
11 have any counter-argument briefly on that issue -- the
12 measure of the damage issue.

13 MS. BARBIER: Your Honor, thank you. The exact same
14 argument was made in Dowd versus Imperial Chrysler-Plymouth,
15 298 S.C. 439, 1989 Court of Appeals Decision in South
16 Carolina. It's a published opinion. It's not a District
17 Court opinion. It is a -- and it -- as it's a mainstream
18 opinion as Mr. Harte -- I think Mr. Harte believes that the
19 Court of Appeals is mainstream.

20 But in that case, the court found again that they had
21 shown actual damages of \$97, and upheld a verdict of \$1,500.
22 And the -- the -- the defendants there made these same exact
23 arguments, that there had to be concrete proof of economic
24 loss for the special, or consequential damages. And the
25 court rejected that. That's not the law in South Carolina.

1 That case has never been overturned.

2 That case is consistent with the other cases that I
3 cited that are also published, the Global Protection Corp.
4 versus Halbersberg case. And there are two other cases, your
5 Honor, that talk about damages, and cumulative verdicts:
6 Keeter versus Alpine Towers 399 S.C. 179, and also the --
7 excuse me, one second. Another case by the name of
8 Stoneledge at Lake Keowee Owners Association versus IMK, and
9 that's a South Carolina Supreme Court decision in 2021.

10 And it talks about cumulative verdicts, and damages,
11 and what has to be shown. And, you know, there was no
12 request after the verdict came in by defense counsel to
13 return the verdict forms to the jury, and ask for
14 clarification, or anything of that type. And so, what we
15 know is that the jury -- with respect to Ms. Riviere, the
16 jury didn't find her credible. Mr. Harte made all those
17 arguments.

18 Mr. -- Ms. Riviere testified, and the jury didn't find
19 her credible. They heard testimony that she's the first
20 person that Rhett Riviere called when the police came to his
21 house, they heard testimony that she was willing to testify
22 for him in one of the other lawsuits that there was -- this
23 -- this camera placement was accidental. The bottom line is,
24 with respect to Josee Riviere, they found her liable under
25 the Unfair Trade Practices Act. Because they found that she

1 acted in a joint venture with Rhett Riviere to engage in
2 unfair, and deceptive acts. And -- and Mr. Griffin's
3 arguments, with respect to the economic loss, is just not
4 borne out by the case law. The case law says, "You have to
5 have economic loss, and injury to your property in" -- "in,
6 order to bring a case." It does not say -- and the -- and
7 the legislator could have easily limited it to damages being
8 only your ascertainable money, and property losses, but it
9 didn't.

10 And the courts have been interpreted to include
11 consequential, and special damages the jury found, and the
12 jury was charged on that. And I -- and I understand that Mr.
13 Griffin made a number of objections to the jury charges, but
14 I don't have any notes of them objecting to that particular
15 provision of your charge that relates to the damages
16 recoverable under the Unfair Trade Practices Act.

17 I don't recall them objecting that special, and
18 consequential damages were not recoverable. And -- and if
19 they had argued that, I -- I would say, your Honor still
20 ruled collect -- correctly because the case law in South
21 Carolina in the mainstream judicial courts, is that
22 consequential, and special damages are recoverable under the
23 Unfair Trade Practices Act. And, your Honor, I also would
24 add that the jury must have come to the conclusion that the
25 evidence supported that Mr. -- and Mrs. Riviere's actions

1 were capable of repetition, and that they were harmful to the
2 public interest.

3 THE COURT: Thank you, Mr. Harte. You raised your
4 hand.

5 MR. HARTE: I did, your Honor. First of all, Ms.
6 Barbier, I'm sure she misspoke on accident when she said
7 that, "Ms. Riviere testified that this camera was misplaced",
8 that -- the camera that she saw, some -- maybe 18 years later
9 was in an entirely separate piece of property.

10 And she would never had anything to do with that
11 property other than Rhett Riviere was trying to show her how
12 the camera had been pointed -- had been pointed in a secure
13 direction to quell some of the rumors that were going around
14 town. Whether those rumors were true or not, it's another
15 issue altogether, but --

16 THE COURT: Well, and like you said, we'll let the
17 transcript be the guide for all of that.

18 MR. HARTE: But -- but if I -- but if I may -- if I may
19 just make one point, your Honor?

20 THE COURT: Yes, sir.

21 MR. HARTE: All of the things that they say about Josee
22 Riviere, none of them, not a single one contains any proof of
23 knowledge on her part at the time the negotiations were being
24 had, that there were hidden cameras in that cottage. That is
25 the issue, not what may have been learned 10 years later,

1 five years later, two days later. The point is all of this
2 imaginary -- their partners, nowhere in the world is the
3 testimony of that.

4 Where is the testimony for that? Where is the proof
5 that she had any -- any contact, whatsoever, with any
6 properties? Even this one for point of fact. But, your
7 Honor, there are so many -- just -- this spinning a web of
8 inconsistent, unsupported statements will not justify the
9 Court sustaining a verdict like this.

10 And -- and -- and looking -- looking at that case that
11 she cited about, the -- the \$98 going up to \$1,500. Look,
12 your Honor, if we had a verdict that was going from 4,000 to
13 12,000, I wouldn't be making an argument of excessive -- I'd
14 be arguing something else, but -- but that -- that -- that
15 particular case has no application here -- I mean --
16 basically to have application, that \$98 would've have to have
17 been spun up to about \$100,000.

18 THE COURT: Okay. Mr. Harte --

19 MR. HARTE: And if that had happened, I assure you,
20 somebody would've justifiably said, "That jury is wacky."

21 THE COURT: I'm going to --

22 MR. HARTE: And your Honor, candidly, it doesn't make
23 any difference what they did on any other counts. The issue
24 is this count. Let me make one other point. If the
25 legislature had intended for these damages that they're

1 seeking to be available under the Uniform Trade Practices
2 Act, the legislature would've said so. They did not. And
3 the law does not support Ms. Barbier's position, period.

4 THE COURT: Okay. I'm going to let Ms. Barbier finish.
5 All right. Thank you, Mr. Harte. Yes, ma'am.

6 MS. BARBIER: Well, your Honor, the -- the fact of the
7 matter is Ms. Riviere doesn't have to admit to acting
8 willfully -- I mean -- the -- the evidence presented
9 cumulatively, and collectively created circumstantial
10 evidence that she acted willfully. And -- and there is
11 evidence, your Honor, the -- the evidence from the
12 Plaintiffs' testimony -- testimony was that she showed the
13 property, was that she -- you know, took the lease, accepted
14 the rent, gave them the keys to the property. And did all
15 the things that people that are involved in property rentals,
16 and management do.

17 And the jury found that she was liable under that
18 statute, and not under -- not liable under the other count.
19 So they carefully considered the elements of each of the
20 causes of action, and determined that what she was liable for
21 was acting in a deceptive, and unfair manner with Mr. Riviere
22 in the rental of these -- of this property.

23 And the -- you know, this is not -- the -- the -- a
24 court is only supposed to invade the province of a jury in
25 extraordinary circumstances. There is a -- a tremendous

1 amount of evidence to support this jury's verdict -- I mean
2 -- the standards that we have annunciated in our pleadings in
3 all of the responsive pleadings that we filed for the motion
4 for a new trial, nisi remittitur -- the motion for a new
5 trial, and the motion for the new trial under the 13th juror,
6 JNOV.

7 All of those motions -- those -- those standards are
8 laid out in our briefs, they haven't met any of those
9 standards. Not -- it's not even close. And the burden is on
10 them to do -- do such. And so -- you know, for those
11 reasons, your Honor, there's absolutely no reason to disturb
12 this jury's verdict, or your Honor's finding that these
13 Defendants acted willfully under the Unfair Trade Practices
14 Act claim.

15 THE COURT: Ms. Barbier, I don't want to -- I don't
16 want to jump in. That sounded -- is that a pause, or is --
17 are you --

18 MS. BARBIER: I'll -- I'll be glad to answer any other
19 questions. Yeah.

20 THE COURT: Okay. I'm going to let -- Mr. Harte has
21 raised his hand again, Mr. Harte, I'm going to ask you to
22 refrain from telling me what a wonderful attorney Ms. Barbier
23 is. You -- you tend to like her arguments, best of all. But
24 let's just get to the meat of the matter. Please, sir. What
25 --

1 MR. HARTE: Well -- well, I'm not -- my comment is
2 about her as a lawyer, not her arguments. I can assure you
3 I'm not -- not -- not impressed by her arguments. But the
4 bottom line is that the fact is all of these things that
5 they're saying, your Honor, the one piece that is missing,
6 and it remains missing, and it is fatal to this verdict, and
7 it is evidence that this verdict should be overturned.

8 Is the fact that not one of those facts that they have
9 said to you are facts, many of which are not. But even if --
10 even if everything they say -- let's go across the board.
11 Let's say Josee was an agent of the corporation. Let's say
12 Joe -- Joe -- Josee was a property manager. Let's say Josee
13 showed them the property. Let's say Josee was an agent of --
14 of Rhett Riviere when they gave him the lease. Let's say
15 Josee was on the property every single day of the week.
16 Let's even say -- let's even just imagine for the -- for the
17 total insane purpose of this, that she had access to the
18 cottage.

19 There's one fatal flaw in that entire discussion. Even
20 if -- even if everything the Plaintiffs say is true, there is
21 not 1 percent of one scintilla of evidence that she had any
22 knowledge of the hidden cameras, nor -- if they were hidden
23 in there, nor did she have any reason to suspect it.

24 And that's the part that's fatal to this whole thing.
25 Every -- if you have -- if you believe every single word that

1 the Plaintiffs' attorneys have said, and I remember that
2 there's an old fellow by the name of Henry Busby -- I don't
3 remember -- remember him, but I tried a case with him. And
4 his comment was, "Just because a lawyer says, it don't make
5 it so." And that's a fact here.

6 But, your Honor, let's just -- let's just jump into
7 that world, and let's just say -- let's sit back, and let's
8 just say: Every single word that the Plaintiffs say is -- is
9 -- is a fact. Every one of them, everything they've said,
10 what I can remember, everything you can remember, everything
11 where is -- is the evidence of knowledge, or reason to know.
12 And if the answer is: I can't find it, then it doesn't exist.
13 And this -- this verdict has to be reversed.

14 THE COURT: Okay.

15 MR. HARTE: That's all I have, your Honor.

16 THE COURT: Thank you, Mr. Harte. All right. Mr.
17 Griffin, I see Mr. McCulloch has joined us. He's not turned
18 on his video, and he may not be able to. And I understand
19 that you are still going to continue to argue this case, as I
20 understand. I want to talk to you about the jury verdict
21 argument. And several times in your -- in your filings, you
22 all have made comments that the jury verdict form was
23 confusing, or led to inconsistent verdicts from the jury. Is
24 that correct? Am I correct in stating that?

25 MR. GRIFFIN: Yes, your -- yes, your Honor, that's one

1 of the grounds that we've asked for a new trial on the --
2 because of the inconsistency of the jury verdicts.

3 THE COURT: Okay. I pulled up two emails: One being
4 September 23, 2024, and another on September 22, 2024. So
5 that's Sunday, and Monday with proposed verdict forms from
6 you. And in looking at the proposed verdict forms, it
7 appears the Court, meaning me, did not ask special
8 interrogatories as to the first form allowed for special
9 interrogatories.

10 Basically, "Did you find against Rhett Riviere" -- this
11 is on the claim of invasion of privacy. "Please answer the
12 following questions. Did you find against Rhett Riviere?
13 Yes, or no? If yes, did you find by clear, and convincing
14 evidence such that punitive damages is appropriate?" But, of
15 course, you had bifurcated punitive damages at that stage. I
16 guess that was a constructive fraud, and that was a similar
17 type of questioning for invasion of privacy.

18 In the Unfair Trade Practices, it was about: "Did you
19 find that Rhett Riviere willfully violated the South Carolina
20 Unfair Trade Practices?" But we had had a discussion in
21 which all attorneys agreed that that was not a question for
22 the jury. And in the negligence per se claim, it was: "Did
23 you find -- if yes, did you find against Rhett Riviere" --and
24 these were the same questions asked of each Defendant.

25 "Did you find by clear, and convincing evidence that

1 Rhett Riviere was grossly negligent, or -- or -- or
2 reckless?" And the same question under the negligence claim
3 of action, each of the claims of action being separated out
4 into six sections, and then just a total amount of damages
5 proven by the Plaintiff. And then I think when we all
6 discussed verdict forms, you sent an email saying, "Subject
7 to objection."

8 If I recall correctly, you were submitting this other
9 potential verdict form, which left out those questions, and
10 just kind of said, we find for Defendant, or Plaintiff on
11 each one. Very similar to what -- except you had -- we --
12 unanimous find for all Defendants, unanimous find for
13 Plaintiff under negligence, and then broke it down as to each
14 Defendant. And again, for the -- for the remaining causes of
15 action.

16 And again, you had an actual damages section in
17 collective. And what we actually -- what I submitted to the
18 jury was individual causes findings with amount of damages
19 for each cause, and then a total at the bottom. So it seems
20 to me, like, the big difference between the verdict forms,
21 other than living -- leaving out the questions on the first
22 submitted verdict form, which address punitives, and
23 willfulness, and clear, and convincing evidence reckless, the
24 -- the next provision that would lead to punitive damages was
25 the difference between total damages, and an allocation of

1 damages for each cause of action. So tell me what -- between
2 the proposed, and now, what was -- what was given -- what's
3 the issue that led to a problem?

4 MR. GRIFFIN: Well, so the law -- let's start with the
5 damages law. The -- the measure of damages for all of the
6 causes of action except for negligent -- misrepresentation.
7 And in our view, Unfair Trade Practices is the same. And you
8 get one damage award. And -- and the reason I was -- I was
9 advocating the verdict form where we had a cumulative amount
10 of damages, is so that we don't have the problem that --
11 which is irreconcilable at this point.

12 Where you have the same measure of damages for
13 negligence -- same measure of damages for negligence per se,
14 simply the same measure of damages for -- well, let's just
15 start with those two -- I mean -- it's the same measure of
16 damages, but you have different verdicts for the same measure
17 of damages. And -- and so it shows a jury's confusion.

18 I don't think the jury would've been confused had they
19 been given, you know, the -- a verdict form that directed
20 them to -- to give one award of damages. But they were
21 confused. And we know they're confused, your Honor, because
22 the first thing that they asked -- question was: "Can we have
23 the law?" And -- and -- and -- and they were from the get-go
24 confused.

25 And -- and I -- you know, I don't -- I don't know if

1 it's on the record, your Honor -- I remember I was having a
2 conversation then, let's submit the jury charge to the jury,
3 and the court refused. And that's fine. But the jury was
4 confused from the get-go, and the verdict form that breaks it
5 down per cause of action, per individual --

6 THE COURT: Mr. Griffin, do you think the fact that a
7 jury would ask for the law means that they're confused?

8 MR. GRIFFIN: It means that they did not understand
9 your charge as you read it to them, and they wanted -- either
10 they wanted it read again, or -- or they wanted the written
11 charge. Yeah. Absolutely. And -- and then when they come
12 back with this verdict of negligence, \$500,000. Negligent,
13 per se, 1.5 million. Intentional infliction of emotional
14 distress, 3 million, and invasion of privacy, 5 million.
15 Constructive fraud, 500,000.

16 I mean -- what there -- there -- there's -- it's --
17 it's -- these are totally inconsistent verdicts, and -- and
18 -- and -- and what the proper approach would be -- the
19 approach I was advocating would -- is to have one verdict for
20 the -- the damages that are -- that are attributable to
21 multiple causes of action. And then -- and then you have
22 stage two -- or in this case, stage three. But it would've
23 been stage two where the statute calls for you allocating,
24 you know, between the Defendants as to who's responsible for
25 how much.

1 Now, that's not what happened here. But that was the
2 verdict form that I was -- that -- that I had advocated. But
3 what -- you know, and frankly what the verdict form that --
4 that received, turns out to be helpful to my client, because
5 you can't look at this without saying, "This jury was
6 hopelessly confused."

7 THE COURT: Okay. Explain the confusion to me.

8 MR. GRIFFIN: There's no way to go from negligence to
9 negligence per se, and get a million more dollars in damages
10 for negligence per se. There's no way to go from intentional
11 infliction of emotional distress, and invasion of privacy,
12 and get 2 million more for intentional infliction of
13 emotional distress -- I mean -- the damages presented to the
14 jury would not separate it out.

15 But -- but what the jury has done here, is -- is
16 they're weighing the level of misconduct, the level of
17 culpability, not the damages to the Plaintiffs. They're --
18 they are measuring the -- the misconduct of the Defendant.
19 And it's more egregious misconduct to be -- to negligence per
20 se, in the jury's view apparently, than to be negligent.
21 It's more egregious to be invading privacy than -- than doing
22 intentional infliction of emotional distress.

23 And all you have to do is go back to your damages
24 charge. There is no distinction in the damages charge for
25 these causes of action. The only distinction in the cause of

1 action, the damages is -- is constructive for fraudulent
2 misrepresentation where, your Honor, specifically charged
3 them that it's essentially the benefit of the bargain.

4 How much the -- how much the -- the lease holds
5 interest would've been, had it been as represented versus
6 what it was. And they come up with \$500,000. \$500,000 on a
7 \$2,400 lease payment. So they were hopelessly confused. The
8 -- the verdict is irreconcilable, confused, and should be set
9 aside.

10 THE COURT: Okay. I'll just be honest with you, I do
11 not remember you advocating for stage two for allocation of
12 damages. You know, that will be one of those issues that the
13 transcript would show. I just don't recall it. We may have
14 had some discussion about how to go about it, but I don't
15 recall that. I do recall a discussion as to whether we have
16 separate damages allocations on each cause of action or not.

17 And -- and we included a total to make -- to attempt to
18 make sure that there wasn't any confusion as to what was a
19 total, and what was a separate one. All right. Who wants to
20 go on the Plaintiffs' side on this argument? Just about the
21 verdict form? I don't want to get into the election of
22 remedies argument at this point, but just about the verdict
23 form, whether that created inconsistent awards in such
24 confusion of the jury that they were not doing their duty,

25 MR. FEW: Your Honor, I'll be glad to take that. This

1 is Wes. I don't know if we have a court reporter that --

2 THE COURT: We don't. You're Webex, so please be clear
3 because Webex is great, and it's not great at all
4 simultaneously.

5 MR. FEW: All right, so for the record on Webex, this
6 is Wes Few, Counsel for the Plaintiffs. Your Honor, if the
7 Defendants maintain, and if they believed at the time that
8 the jury was confused in the way they rendered the verdict,
9 then the proper procedure, and the required procedure is to
10 question the jury on what they intended. And they did not do
11 that, your Honor.

12 So to the extent that there was a complaint that the
13 jury awarded 1.5 on negligence per se, and one -- and a half
14 a million on negligence, if -- if the Defendants believed
15 that the jury was confused, and the only way to find out
16 would be to send it back to the jury, and let them come back,
17 and say what it is that they wanted. And this is borne out
18 in that Stoneledge case that Ms. Barbier cited as well as in
19 the Keeter case. Which -- the Keeter case is a little
20 interesting in that it was published, and then it was
21 unpublished, or unpublished.

22 But it still stands for the proposition that if you
23 want to know -- if a jury's confused, rather than all of us
24 on this screen having an opinion, and a -- and a rationale --
25 and a speculation about what that jury may have been confused

1 about, what you have to do is ask the Court to ask the jury
2 what they really intended. And the Defendants did not do
3 that.

4 And another point that this kind of gets into -- the
5 election, and I don't want to go into that entirely, your
6 Honor, but I think it begs the question is -- was this a
7 claim, for example, like in the Stoneledge case where it was
8 purely -- purely an economic damages case, the Plaintiffs had
9 their expert that said, "It's" -- "it costs 6.9 million to
10 repair these buildings."

11 The Defendants had their expert that said, "There's 4
12 million." There was no doubt in anybody's mind that they
13 weren't talking about emotional distress. They weren't
14 talking about damage to name image, or likeness. They also
15 weren't talking about a continuing series of torts, your
16 Honor. That's another thing that's going on here in this
17 matter. Mr. Riviere has never said that all of these things
18 have been taken down.

19 The predicate acts -- the -- the -- the initial
20 predicate acts were not one, not two, not three, but what we
21 believe to be four different recordings of our clients in the
22 bath -- three in the bathroom, I believe, and one in the
23 bedroom. And then later, the compilation of those recordings
24 into a digital format coupled with the man who had 40-
25 something devices.

1 There was testimony about the devices that weren't
2 discovered. There's testimony about Dropbox. So, your
3 Honor, all of these things continue, and they're not simply
4 -- it's -- there's just not a singular act of damage that's
5 involved. And that's why your Honor was correct to break the
6 -- the -- the various claims out. And then the way that it
7 was done, was the right way to do it.

8 And the way that the jury did it, particularly with
9 your Honor putting the -- the -- the totals at the back, that
10 lets us know what the jury intended, the jury intended to
11 award the total amounts that they awarded for the various
12 claims. The invasion of privacy occurred once, twice, three,
13 four times when they were initially recorded. Every single
14 time that was watched by Mr. Riviere, or some of his
15 associates, or his friends, or whoever, that's another
16 invasion of privacy.

17 The intentional infliction of emotional distress, well,
18 obviously that didn't occur until 2022 when they found out
19 about it. And so, that highlights the fact that these are
20 multiple claims with multiple elements of damages. And
21 that's why the jury form was proper to be done as it is to
22 the extent that there was any question by the Defendants.

23 And this was before the punitive damages stage. So Mr.
24 Harte could have asked this as well as Mr. Griffin, and Mr.
25 McCulloch, they could have asked, and they should have asked,

1 and they had to ask, "What did you really mean to do with
2 this verdict?" And they didn't do it.

3 THE COURT: Okay. Mr. Griffin, you have any response?

4 MR. GRIFFIN: Yeah, the -- the case he cited that we
5 needed to ask the jury what they intended -- I mean -- I --
6 we don't need to ask the jury what they intended because it
7 was crystal clear from the verdict form. That's why your
8 Honor put, you know, the cumulative total down at the bottom,
9 and -- and what it did -- you know, and it essentially
10 invited this problem that we have today.

11 There's no question the jury intended to award \$500,000
12 for negligence, plus five -- 1.5 million for negligence per
13 se, plus 3 million for intentional infliction of emotional
14 distress, plus 5 million for invasion of privacy, plus
15 500,000 for constructive fraud. We -- we don't need to ask
16 them because we know it's on the verdict form, it added up.
17 But what it doesn't add up to is following the Court's charge
18 on the measure of damages. And so, that's why.

19 THE COURT: Mr. Griffin, I -- I'm sorry to interrupt
20 again, and I do tend to do that. I apologize continuously
21 for it. Okay? But something pops in my head, I'm scared I'm
22 going to forget. And that's all it is. It's not meant to be
23 rude to anyone. And I grew up in a family where we
24 interrupted each other a lot. But the -- the question I have
25 is: If we had followed your form, and only put a total amount

1 of damages -- I see an immediate argument of, "Judge, we
2 have to elect remedies, or they didn't mean it for this
3 claim, or they meant it for that." That we would be -- you
4 would be making the exact opposite argument that the fact
5 that we have a total amount of damages means that it should
6 be somehow allocated between these causes, and we needed
7 further guidance. Am I incorrect in that?

8 MR. GRIFFIN: Not exactly, your Honor, because the way
9 the verdict form that I submitted would be total amount of
10 damages, and then you break it up, "What causes of action did
11 you find the Defendant liable for?" And so, you would know.
12 And -- and -- but -- and the way I had presented the verdict
13 form is -- is -- is for the measure of damages, which is the
14 same for the causes of action.

15 So I -- I had a verdict form, a gross amount for -- you
16 know, I -- I disagree with your Honor's ruling on -- on what
17 -- recoverable under negligence, et cetera, on our -- our
18 JNOV -- excuse me, our directed verdict. But -- but the
19 measure of damages would've been the same for all of the tort
20 causes of action. The measure of damages were different
21 under constructive fraud, and under our view for Unfair Trade
22 Practices.

23 And -- and you have to treat Unfair Trade Practices
24 somewhat differently. But any event, you know that -- that's
25 how I broke it out. You -- you would have -- and -- and the

1 reason you do it like that is if -- if a court finds there's
2 insufficient evidence to sustain say the negligence cause of
3 action, say -- say the Court of Appeals decides that we were
4 correct that -- that -- that all they presented was emotional
5 distress, and no physical injury, and therefore you can't
6 recover pure emotional distress for negligence.

7 Well, the -- they know that the jury found for
8 intentional infliction of emotional distress. And so, that
9 doesn't throw out the -- the verdict. But you don't get --
10 you don't get -- when you have a single measure of damages,
11 you -- you don't get it more than once. And -- and I'm not
12 really getting into the -- to the election of remedies, but
13 -- but it does --

14 THE COURT: No, you're not.

15 MR. GRIFFIN: -- it does protect it -- I mean -- there
16 is one single measure of damages -- there's one single
17 measure of damages, and a -- as you charge the jury, now that
18 -- now they want to go back, and create multiple measures now
19 to support the jury verdict, but you have to go with what the
20 jury charge was given, and they were given single measure of
21 damages for all these tort claims.

22 THE COURT: Okay.

23 MR. GRIFFIN: And the only -- only different -- only
24 difference that you charged was constructive fraud negligent
25 misrepresentation.

1 THE COURT: Okay. Thank you, sir. All right. Then my
2 next issue -- and what I want to -- what I'm doing, if you
3 haven't picked out, is the things that I'm interested in, and
4 then I'm going to hear everything else from you guys. Okay -
5 - is the election issue, particularly between the negligence,
6 and the negligence per se. Mr. Griffin, you want to attack
7 that one?

8 MR. GRIFFIN: Sure -- sure. And -- and that -- that --
9 it's the same cause of action, and -- and you don't get
10 double damages for negligence, and negligent per se. The
11 only difference between the causes of action is -- is the
12 breach of the duty, and how the Plaintiff proved breach of
13 the duty.

14 Here, the breach of the duty is, you know, under their
15 theory as a violation of a statute as opposed to failure to
16 exercise reasonable care, or engaging in gross -- gross
17 negligence. But the damages is -- the -- the damages measure
18 is the same for negligence, and negligence per se. And the
19 evidence presented in the trial is the same for -- I mean --
20 there's no differentiation. And so, that's -- you know, they
21 can't get both.

22 THE COURT: All right.

23 MR. GRIFFIN: Simple as that.

24 THE COURT: Who's arguing this?

25 MS. BARBIER: I'll -- I'll address that, your Honor.

1 They're not the same causes of action. That's why they have
2 two different names. The negligence action was based on the
3 Defendant's -- the failure of the Defendants disclose, or to
4 warn plaintiffs of the hidden cameras, the failure of the
5 Defendants to protect the Defendants, the failure of the
6 Defendants to provide a safe rental property, and the failure
7 of the Defendants to act as a prudent landlord.

8 And -- and that's based on purely the elements of the
9 duty of care they owed, the breach of that duty, and the
10 damages that resulted from it -- the negligence per se, cause
11 of action is different. That is based on the violation of a
12 statute, where the statute seeks to impose upon the Defendant
13 a duty. And there were -- there's two criteria for the
14 negligence per se claim that the essential purpose of the
15 statute is to protect from the kind of harm the Plaintiff has
16 suffered.

17 And two: That he's a member of the class of persons the
18 statute intended to protect. These Plaintiffs are the exact
19 type of people that the statute is designed to protect
20 because -- that's why South Carolina requires licensing of
21 real estate agents, and real estate brokers. And there was
22 evidence put in the record that they were not licensed, and
23 legitimate real estate brokers.

24 If they had applied for that, they would've been vetted
25 to some extent by the state of South Carolina. And that may

1 have protected the Crespos from the harms that they were
2 inflicted upon them. But the -- the -- all of the causes of
3 action then I -- you know, I don't know if you want -- we've
4 -- we've briefed the elements of each, and discussed the --
5 the basis for the facts supporting each of the elements in
6 our brief.

7 So I don't want to rehash that because I know your
8 Honor said, "Not to rehash," but there -- there are different
9 elements, and there are different facts supporting those
10 elements, and that is why they were correctly put forth on
11 the verdict form as separate claims, and submitted to the
12 jury as such.

13 THE COURT: All right. Let's go back to Mr. Griffin,
14 and let him argue as to the other claims.

15 MR. GRIFFIN: Sure. Your -- your Honor as to -- just
16 as to that one, I -- I would point out the harm is the same -
17 - I mean -- she says, "The harm would've been prevented had
18 they been vetted," and -- and they didn't get a license, or
19 whatever, but the harm she's talking about is the exact same
20 harm.

21 So it -- it's -- is the exact same. And -- and -- and
22 then, your Honor, with regard to -- I -- I guess, the
23 intentional infliction of emotional distress, and invasion of
24 privacy, again, I -- I keep going. The -- the harm is the
25 same -- the harm is the same -- the harms the -- the same for

1 all of these causes of action that the jury awarded.

2 THE COURT: Right. Mr. Griffin, address Mr. Few's
3 argument that it was a continuing tort, and it was -- and
4 different -- different torts actually occurred at different
5 times. And therefore, your harm may not exactly be the same
6 based on the timeline. Your damages may not be the same
7 based on the timeline.

8 MR. GRIFFIN: Well, they -- they pled one cause of
9 action for invasion of privacy. They didn't plead multiple
10 causes of action for invasion of privacy. They didn't plead
11 it as a continuing tort. They -- they pled it as a single
12 cause of action. I've got the -- I've got the complaint
13 right here, and it says -- it says "Invasion of privacy on,
14 or about approximately April through June, 2001, Defendant is
15 watching, spying, prying, recording intruded in the
16 Plaintiffs' private affairs from April through June of 2001."
17 That's during the period of time of the lease. Now, he's
18 arguing it -- it goes up until 2020, whenever it was
19 discovered. And then intentional infliction of emotional
20 distress.

21 It -- it doesn't have a date, but it says, you know, it
22 -- it incorporates -- doesn't even in -- it doesn't even
23 incorporate that it says "By recording Plaintiff in private
24 moments, they inflicted severe emotional distress" -- I mean
25 -- so they haven't pled an ongoing tort. That's all I can

1 say to that. And there's no evidence of an ongoing tort
2 presented.

3 THE COURT: There was the evidence that these videos
4 are somewhere unknown, potentially.

5 MR. GRIFFIN: I mean -- there was a -- an assertion of
6 the Fifth.

7 THE COURT: Not just the assertion of the Fifth,
8 though. There -- there -- when they called the SLED guy
9 about his taking of -- of the equipment from your client's
10 property, and what was found, and where it was found, and
11 whether it could be determined if it was still on the web --
12 I mean -- there was all that testimony by another witness,
13 not just the Fifth Amendment testimony.

14 MR. GRIFFIN: No, your Honor. The -- the -- the
15 testimony from the SLED agent was they found that residing in
16 an old server. I can't remember what year the server was.
17 And then the question was: "Could you rule out that it was
18 --- it was uploaded to the web?" So there was a drop-off.

19 THE COURT: Or that it exists anywhere else. Right?

20 MR. GRIFFIN: Yeah. And -- and -- and there's no
21 evidence on that. Couldn't rule it in, couldn't rule it out.

22 THE COURT: Right. The testimony was: You couldn't
23 rule it out. That's right. He can't say either way.

24 MR. GRIFFIN: He can't say one way, or the other. So
25 -- I mean --

1 THE COURT: And then there was the testimony regarding
2 the compilation of the video, that the fact that it showed
3 what appeared to be a VHS tap -- tape along with what
4 appeared to be later videos.

5 MR. GRIFFIN: Correct. Of -- of the Crespos under a
6 Crespo folder.

7 THE COURT: Yeah. And that came from --

8 MR. GRIFFIN: Residing on Mr. Riviere's hard drive of
9 some age.

10 THE COURT: Right. All right. So there -- I mean --
11 there was testimony that indicated he continued to do
12 something with these videos. We're not exactly clear.

13 MR. GRIFFIN: That he saved the videos. Yes. That --
14 that's true.

15 THE COURT: Okay. All right. So I just want to say, I
16 don't think -- I don't think we can say there was absolutely
17 no evidence in the trial. I understand you're saying it
18 wasn't pled in the pleadings as a continuation. But there
19 was some evidence in the trial from which the jury can infer
20 continuation, or determine different timelines.

21 MR. GRIFFIN: Yeah. Your Honor, the only thing I say
22 was that the evidence is when they did a search warrant, they
23 found a folder on his hard drive.

24 THE COURT: Yes. I got you. All right. And -- and
25 Mr. Few made that argument before, but Ms. Barbier's been

1 talking now. I don't know if anyone wants to address that
2 issue.

3 MS. BARBIER: Well, your Honor, I -- I just want to
4 address one thing briefly. The -- the complaint does talk
5 about that the Plaintiffs suffered, and continue to suffer
6 damages as a result of this, and that -- and I just pulled
7 the complaint up, and looked at it. If you -- you look at
8 paragraph -- oh gosh. It's in the -- under the emotional
9 distress, and invasion of privacy.

10 Talks about continues -- a continuation of the -- of
11 humiliation, shame, and other presumed damages. So we -- we
12 definitely pleaded in our complaint. And we also presented
13 testimony that there were different harms caused at different
14 times -- I mean -- in 2007, the testimony was that he
15 transferred the videos to another device. And at some point
16 in time, and we don't know when he edited the videos, spliced
17 the videos, made a compilation of them, and named the file.
18 Again, going back -- I mean -- this separate damages. At --

19 THE COURT: All right. Ms. --

20 MS. BARBIER: -- different periods of time.

21 THE COURT: Thank you. Mr. Griffin, go ahead with your
22 election of remedies issue. I'm sorry, I think I interrupted
23 you --

24 MR. FEW: Your Honor, this is Wes. Could I -- I'm
25 going to say one thing, if I may, since these things kind of

1 bleed into each other?

2 THE COURT: They do.

3 MR. FEW: We had a witness named Sue Hook testify about
4 Mr. Riviere looking in her window, or climbing in the tree
5 outside the window. That's just an example of something that
6 would be an invasion of privacy that would involve a person
7 peeping in the window. And the statute for voyeurism
8 actually uses the term "Peeping Tom." So that's not just
9 vernacular.

10 If that were the basis of an invasion of privacy, then
11 it would be one singular event that that particular person
12 had that they saw in their mind, they could then go tell
13 somebody about it, and it would be a -- a different act. It
14 would be a different tort. In this situation, because Mr.
15 Riviere used the technology to record our clients on four
16 different occasions -- and as Mr. Griffin made our point, the
17 pleading says, from April to June of 2021, the -- you know,
18 you can only know so much when you draft the complaint in an
19 action, you always learn more thereafter. And then some of
20 that gets into evidence, and some of it may not at trial. So
21 the -- the -- that's the point of -- because the invasion of
22 privacy here involved saving it on what appeared to be an
23 analog media format, which would be like a -- a tape with
24 rollers, a handy cam, I believe, is what our expert, Mr.
25 Edgar Fritz, testified about.

1 That -- each time that was reviewed, those are --
2 that's still an invasion of privacy for someone else to see
3 it. So the recording makes this an entirely different
4 circumstance. That's just -- and then with respect to the
5 intentional infliction of emotional distress, let's suppose
6 that Gabriel had passed away in 2017, and he never learned of
7 this. The defense argument would be: "Well, how can he have
8 a claim for intentional infliction of emotional distress if
9 he never knew about it?" And that's why I said a moment ago
10 that the emotional distress that they are entitled to recover
11 under that cause of action came about starting in 2022. And
12 that -- that's just the point of how all of these claims are
13 -- are continuing, and they're different. And that's why the
14 verdict form was proper the way it is.

15 THE COURT: Okay. Let's let Mr. Griffin finish his
16 argument.

17 MR. GRIFFIN: Yes, your Honor. The only other issue
18 that I haven't argued under the election of remedies is that
19 of punitive damages. You don't get multiple punitive damages
20 for the same conduct under the verdict form. As I mentioned
21 earlier, there's separate awards for punitive damages for
22 negligence against Rhett Riviere, Chase Enterprises, and R.C.
23 Riviere Properties, \$500,000 each.

24 There's -- there's separate punitive damages against
25 Rhett Riviere of a million dollars for intentional infliction

1 of emotional distress, a million dollars from invasion of
2 privacy, and \$500,000 for constructive fraud, and
3 misrepresentation.

4 And -- and so, your Honor, we don't -- we don't think
5 it's proper to add them up because you're -- you know, they
6 have to elect on punitive damages. And -- and we've argued
7 that, that same goes for trebling damages under the Unfair
8 Trade Practices Act. Because we're all talking about the
9 same conduct. That's not new conduct. It's the same
10 conduct.

11 THE COURT: Okay. So you're -- you're putting the
12 punitive damages in with the willfulness under the Unfair
13 Trade Practices Act?

14 MR. GRIFFIN: Well, I'm doing both. You get -- you --
15 you get one award of punishment, whether -- and so, you --
16 you -- you don't get to add up all the punitive damages in
17 each cause of action. You get -- you get one. And then --

18 THE COURT: Well, the Unfair Trade -- I want to talk to
19 you about this. The Unfair Trade Practices is a statutory --
20 though, if you find the willfulness, the repetition, the
21 recklessness, you triple that. And that's what the statute
22 says. Right? And the punitive damages, is a different
23 thing.

24 MR. GRIFFIN: I understand you get there in a different
25 way, but the Plaintiff has to elect, "Which one do you want?"

1 THE COURT: Okay. All right. And -- and I interrupted
2 you again, so I'll let you finish. I'm sorry.

3 MR. GRIFFIN: I said -- I mean -- what we're talking
4 about is an election of remedies, not -- not -- and to
5 prevent double recovery, and here we've got 1, 2, 3, 4 --
6 we've got quadruple recovery, so...

7 THE COURT: All right. And to the Plaintiffs, that
8 sounds very reasonable to me. You only get one punishment.

9 MS. BARBIER: Well, your Honor, you -- that's not the
10 law in South Carolina. There is -- the mistaken premise that
11 the Defendants have is that there was one single wrong
12 committed. And in reality, there are multiple -- multiple
13 wrongs committed. As your Honor said, "It's some of the most
14 egregious evidence," you know, "that you've seen in your
15 career," and I would agree with that.

16 But if you look at the law in South Carolina,
17 particularly the case of GTR Rental, LLC. versus Dalcanton
18 that's a district of South Carolina case, but it's applying
19 South Carolina law. And in that case, the Defendant received
20 jury awards for a number of different claims. And they were
21 based on different elements -- different facts supporting the
22 claims, and occurred over a lengthy period of time, just as
23 it did here.

24 And the court held that there was -- this was not a
25 single wrong, and it gave rise to damage under -- under each

1 cause of action, and election of remedies was found
2 inapplicable in that case. There's also a Court of -- a
3 South Carolina Court of Appeals case, 1987, Rivers versus
4 Rivers. And that is -- stands for the proposition that you
5 do not have to elect remedies by a -- a plaintiff who
6 received damages.

7 In that case, it was two causes of action: Alienation
8 of affection, and criminal conversation. And it said -- the
9 court said, "Yes, those causes of action are related." And
10 they were even described as twin causes of action, but that
11 the losses under both causes of action were -- were similar,
12 but it did not require election of remedies.

13 THE COURT: Well, I think what I'm interested in right
14 now is the -- the punitive damages part of it. It -- are you
15 entitled to multiple punitive awards under each cause of
16 action. And I think, Mr. Griffin, to be clear, you're
17 arguing as to the causes of action being duplicative, not as
18 to the Defendants. Is that correct?

19 MR. GRIFFIN: Yes, your Honor.

20 THE COURT: You're not asking to elect between
21 Defendants, you're electing between causes of action on the
22 issue of punitive damages?

23 MR. GRIFFIN: Exactly. Yes, you're correct.

24 MS. BARBIER: Well, your Honor, the punitive verdicts
25 are just like the actual damaged verdicts. They're

1 recoverable for separate torts. And that is why the verdict
2 form that went back to them in the punitive phase reflected
3 separate line items for the punitive damages of each cause of
4 action. If -- if the jury was to be informed, and that the
5 law in South Carolina was they could only award punitive
6 damages on one cause of action, we certainly wouldn't have
7 had a verdict form that looked like that.

8 Because that's not the law. The law is that punitive
9 damages are available when there is willful, wanton, and
10 reckless, and intentional conduct. And that's what we have
11 here. That's what the jury found. And the fact that they
12 found, you know, separate punitive damages awards on -- on
13 each of these claims is very telling.

14 It means they considered each claim, and determined
15 that the conduct was egregious, the conduct was willful, and
16 reckless, and wanton. And that is why they awarded punitive
17 damages for each of them. But Mr. Griffin has not cited to a
18 case, and I haven't heard anybody cite to a case that says
19 that you're only entitled to one punitive damage award on --
20 when you have multiple causes of action, and multiple wrongs.

21 THE COURT: Mr. Griffin, do you have a case?

22 MR. GRIFFIN: I'll be happy to submit a case, your
23 Honor, I don't know that we cited one in the brief, but --

24 THE COURT: I'll look -- I'll look again. All right.
25 And Ms. Barbier, that gets into this issue on the statutory

1 reduction of -- potential statutory reduction of punitive
2 damages, I think -- was that Mr. Few, or Mr. Beasley who
3 submitted that memo, if one of them wants to take that up?

4 MR. FEW: I believe I'm arguing that one, your Honor.
5 And I'm happy to go ahead, but it's Mr. Griffin's motion, so
6 maybe the Court wants to hear from him, if -- if there's any
7 need to explain it. I think his motion was pretty sure on
8 that.

9 THE COURT: I think it was pretty much just going
10 through the statute, and saying, "B, and C don't apply, and A
11 isn't the one to go." Or something of that nature, and
12 therefore we're limited. I think you wanted it limited to
13 500,000. Am I correct?

14 MR. GRIFFIN: You're correct, your Honor.

15 THE COURT: I thought I had it pulled up here, but I'm
16 going to pull it up right now.

17 MR. FEW: Yeah. Your Honor, we agree, you just go
18 through the statute, and the statute has a Section B which
19 says --

20 THE COURT: Yes.

21 MR. FEW: Well, hold on, I'm losing myself on my
22 paperwork here. But the -- the statute --

23 THE COURT: I do too. Uh-huh.

24 MR. FEW: The cap does not apply under these
25 circumstances. And those are the circumstances that we have

1 here. The jury obviously found intent that they -- they
2 found in our favor -- in our client's favor on several
3 intentional torts. They also found punitive damages on all
4 of those claims, as has been covered already, and -- and as
5 is set forth in the verdict form. So (crosstalk).

6 THE COURT: I think you're talking about C1 here, Mr.
7 Few, when the trial court determines one of the following
8 applies, no cap on punitive damages, if at the time of
9 injury, the Defendant had an intent to harm -- harm, and
10 determines that the Defendant's conduct did in fact harm the
11 claimant. Am I correct?

12 MR. FEW: Yes, your Honor. And then on the -- we think
13 that all three apply, and I'll explain why. The C1 for the
14 obvious reasons that I've just stated, and for the obvious
15 review of the verdict forms, actual, and punitive damages
16 would show that. As far as number two goes, Mr. Riviere has
17 been charged with three different counts of -- of voyeurism.

18 The second of which, if he were to plead guilty to,
19 would be a felony. And in addition, your Honor, the statute
20 16-17-470 provides for a charge of aggravated voyeurism,
21 which we believe the facts that we presented at trial reached
22 that level. Because the basic tenet of aggravated voyeurism
23 is that you recorded it, and were able to show it to someone
24 else. And that's what --

25 THE COURT: Okay. But number two says: He had to have

1 already pled guilty, or been convicted of.

2 MR. FEW: That's true, your Honor. And -- and those
3 charges are pending. We don't have any control over what's
4 happening with those charges. And then as far as --

5 THE COURT: I think that argument would go into B2,
6 would it not? That it -- he could be subjected to a
7 conviction of a felony if it's the pro -- if in that act is
8 the approximate cause of the damages.

9 MR. FEW: That's --

10 THE COURT: Because I don't see how you get C2.

11 MR. FEW: Yes, your Honor. That's right. And I'm --
12 I'm looking at -- at C only. And then because the Defendant
13 invoked his Fifth Amendment privilege, and didn't answer
14 questions, we were deprived of the ability to put up
15 evidence, which we didn't need, but for C3 about being under
16 the influence of alcohol, or drugs, or anything of that
17 nature.

18 So, your Honor, the -- the statute -- and -- and we
19 actually want to clarify something in our filing on page six.
20 We said that, "If the Court applies it" -- "that it should be
21 limited to 2 million." Well, that -- that wouldn't apply
22 anyway, because we could collect up to four times the
23 compensatory damages. And if you look at the statute -- this
24 particular statute, it specifically defines economic damages,
25 and then non-economic damages.

1 And then later uses the term "Compensatory damages"
2 when it's talking about the punitive damages. And the only
3 way that that can be reconciled is that compensatory damages
4 as it's used in this statute, refers to the total of the
5 economic, and the non-economic damages that would be awarded
6 in phase one of a trial. And in this instance, your Honor,
7 the punitive damages verdicts were less than the actual
8 damages verdicts.

9 And certainly, were not multiples of them, as is the
10 case in some of the corporate cases involving claims of due
11 process. So we correct ourselves in that paragraph that
12 begins with "Finally, it should be limited." It should not
13 be limited, because in this case they would be allowed up to
14 four times the compensatory damages, and we would not reach
15 that cap, your Honor. So for all of those reasons the
16 statute just simply would not apply in this situation.

17 THE COURT: Okay. Thank you. Mr. Griffin, I'm
18 assuming your argument is that as to C1 that would be
19 applicable to intentional torts only because it's the intent
20 to harm is -- is speculative.

21 MR. GRIFFIN: So, your Honor, the C -- the exception
22 under C1 in our view, does not apply under the facts of this
23 case, and -- and understand, you know, intentional tort, but
24 under the facts of this case, there's no evidence that Mr.
25 Riviere intended to harm the Crespos.

1 In fact, under the facts of this case, the evidence is
2 that Mr. Riviere did everything he could to keep these tapes
3 secret. He did not -- there's no evidence that he shared
4 them, there's no evidence that -- that he posted them
5 anywhere, there's no evidence that he did anything other than
6 have them reside on his -- his computer, and he looked at
7 them, presumably. That is the --

8 THE COURT: Except for the adverse inference testimony.

9 MR. GRIFFIN: Except for the adverse inference
10 testimony.

11 THE COURT: Statements. Yeah. And then as to B, that
12 he could have been subject to felony conviction.

13 MR. GRIFFIN: So they've --

14 THE COURT: The same act.

15 MR. GRIFFIN: You know, they -- they've argued, you
16 know, aggravated offenses --

17 THE COURT: Multiple counts.

18 MR. GRIFFIN: Multiple counts. There's -- you know, I
19 -- I don't recall there being evidence in the record of this
20 occurring before the Crespos. There were tapes presented.
21 Court allowed the jury to look at some 10, or 11, or -- I
22 can't remember the -- the numbers, but there were no dates on
23 those tapes. We don't know if it was before, or after. If
24 this was --

25 THE COURT: It was 10 tapes including tapes that did

1 not have any --

2 MR. GRIFFIN: And -- and we don't know if those were
3 before this incident, or after this incident. And so -- and
4 then there's no evidence that -- of the -- the other
5 allegation of -- of -- I guess that he shared, or posted
6 them, or -- or what -- whatever the aggravated -- aggravated
7 voyeurism knowingly sells, or distributes any photograph,
8 auto -- auto record -- audio recording, et cetera. So
9 there's no evidence of that. There's no independent evidence
10 of that. So it's our -- our position that -- that the
11 exceptions do not apply.

12 THE COURT: Okay. Anything else on that regard?

13 MR. GRIFFIN: No, your Honor.

14 THE COURT: Okay. Thank you, sir.

15 MS. BARBIER: Your Honor, I -- I just want to make sure
16 the record's clear on something. There were tapes that were
17 shown to the jury that were dated February of 2000, and there
18 was argument about the -- the significance of that date.
19 There's also circumstantial evidence that they were
20 disseminated, and not -- not the Crespo's particular video,
21 but that he had a Dropbox account that had videos contained
22 in it.

23 THE COURT: Yes, ma'am. All right. Those were my hot-
24 button issues, but I'm happy to listen to anything else for
25 -- I'm not talking about the motion to stay, or the motion to

1 quash as to the substantive motions on the verdict, and the
2 need for -- need, or lack thereof of a new trial. I will go
3 to Mr. Griffin first to see if I have left out something he
4 wants to make sure he is arguing on the jury as to his
5 reasons for a new trial remittitur, or other arguments made
6 in these motions.

7 MR. GRIFFIN: No, your Honor. I'm confident you've
8 read everything as long as you know, I'm protected on the
9 record that all the grounds that we've -- that -- that we --

10 THE COURT: You have submitted recently.

11 MR. GRIFFIN: -- submitted in writing are -- are
12 considered by your Honor, then -- then we are -- I -- I don't
13 need to argue from the briefs that we previously submitted.

14 THE COURT: Yes. And I made notes that you asked for a
15 new trial based upon inconsistent verdicts, which we
16 discussed it, and discussed -- not discussed it, I'm sorry.
17 And that the verdicts were grossly excessive.

18 MR. GRIFFIN: And -- and -- and we've done that under
19 -- and we've also asked for a new trial on the 13th Juror
20 doctrine, and we've also requested a new trial, nisi
21 remittitur, and we have motion for JNOV on all causes of
22 action that we've talked about, but --

23 THE COURT: And we talked about the motion to elect
24 remedies, the punitives, and the treble, and the single wrong
25 as to negligence, and negligence per se. You made an

1 argument in writing that the intentional infliction of
2 emotional distress did not amount to the severity on
3 constructive fraud, that there was no negligent
4 misrepresentation on the Unfair Trade Practices Act.

5 That there was not enough evidence in the damages. And
6 as to the corporation specifically, that there was not enough
7 evidence of corporate ownership, or conduct, I don't think we
8 addressed that. If you have anything else to add on that.

9 MR. GRIFFIN: Well, there's -- there's -- there's no
10 evidence whatsoever -- I mean -- they -- they -- the --
11 there's no evidence that -- the evidence in the record is
12 that Mr. Crespo wrote a check to some entity. I've -- I've
13 seen that the Plaintiffs have -- have cited two real estate
14 agents who testified, and -- and -- and I don't believe their
15 testimony is -- is accurately summarized by the Plaintiffs in
16 their pleadings, or -- excuse me, in their brief.

17 But one -- one of the entities was supposedly created
18 for the purchase of property that wasn't purchased until
19 years later -- years later. And then there's really no
20 evidence that Chase Enterprises, R.C. Riviere Properties had
21 any involvement whatsoever with the -- the subject property,
22 your Honor. There's just simply zero evidence -- I mean --
23 you could say, "Well, there's adverse inference." But we --
24 our position is -- and I think the law is clear that -- that
25 the adverse inference is only to Mr. Riviere, and not to

1 these entities.

2 THE COURT: Okay. If someone on the Plaintiffs' side
3 can talk to me about that, because I was interested -- there
4 weren't any deeds submitted into evidence. I recall that,
5 showing the ownership of the property.

6 MR. FEW: Your Honor, I'll speak to that. At the time
7 that this occurred, according to the -- a later deed of
8 distribution, which the Court could take judicial notice of,
9 from 2003, is when Mr. Riviere actually became the owner of
10 the 785 Grace Property, which is the 10-acre property that
11 included the cottage that our clients rented.

12 THE COURT: You say, "In 2003?"

13 MR. FEW: That was 2003. So my point there is that the
14 personal -- the property was in the mother's estate at that
15 time, and the personal representative at that time that
16 signed the deed in 2003, I believe was Mr. Riviere's father,
17 Joseph D. Paul Riviere. So, your Honor, that goes to the
18 negligence per se claim as well, in that they were not the
19 owners of the property.

20 And further that the personal representative is the one
21 that could have, should have, and would've, if he was acting
22 legally, used a licensed real estate agent to effectuate the
23 rentals on the property. So, your Honor, the -- while the
24 property was in the name of Marilyn Heim's Riviere's estate,
25 according to what I've just recited, the -- the entities were

1 apparently allegedly used to -- to manage the properties.

2 And certainly that -- the Secretary of State's records,
3 which the Court could take judicial notice served, will show
4 that each one of those entities was formed prior to our
5 clients being there. They were each formed in the year 2000.
6 And what Mr. Griffin is referring to, is that Chase
7 Enterprises owned the property at 115 3rd Avenue, which is
8 where the Julianne Foster case that we have brought the wrong
9 part there.

10 THE COURT: (Inaudible) case. Uh-huh.

11 MR. FEW: But -- but it's the same case in that that is
12 the case in which Josee Riviere was going to provide
13 testimony that the camera was accidentally placed, or -- and
14 that -- and/or that it should have been pointing down the
15 hallway.

16 THE COURT: All right. Mr. Few, my recollection of
17 probate, and real estate law is that although you do a deed
18 of distribution for the benefit of the records in the clerk's
19 office, property actually transfers legally upon death of --
20 so I imagine that would be the death of the mother, but it
21 wouldn't transfer upon death into LLCs, it would transfer
22 into an individual who would have to put it into an LLC.

23 MR. FEW: Your Honor, he did not have legal title to
24 the property, and the person that was responsible for the
25 property at that time was a personal representative. I'm not

1 sure what the will provided -- if the will gave that to him
2 specifically?

3 THE COURT: Or if it was a distribution in the process
4 of the estate.

5 MR. FEW: Right, your Honor. And I don't know that it
6 would matter for purposes of the things that we're talking
7 about, because the personal representative is the person that
8 -- that anyone would have to deal with if they had an actual
9 legal issue with that property at that time.

10 If anyone was going to bring a case -- for example, if
11 our clients had discovered that at that time, you know, that
12 -- that there would've -- when they were still there, they
13 more than likely would've then realized that the actual owner
14 of the property was the -- was the estate, and not yet Mr.
15 Riviere because he had not taken title to it legally.

16 THE COURT: Okay. All right. Anything else on that
17 point?

18 MR. GRIFFIN: I believe Mr. Few has his facts correct
19 with regard to the title of the property. It was in the
20 estate: His father was a PR of the estate. There's no
21 evidence as to Chase Enterprises, or R.C. Riviere Properties
22 managing that property. The only testimony is that Mr. Rhett
23 -- Mr. Crespo wrote a check to some entity. He doesn't know
24 which one. And that's the end of -- that's the sum total of
25 all that evidence.

1 THE COURT: Thank you, sir. Anything else?

2 MS. BARBIER: Well, your Honor, that it's not the sum
3 total of the evidence because Mr. Riviere was asked all those
4 questions on -- in his examination about R.C. Riviere
5 properties, and about Chase Enterprises. And whether in
6 fact, he agreed that a -- pursuant to the Secretary of State
7 documents, that those properties were formed for the purpose
8 of managing, and operating, and holding real estate, and
9 rental property. And he took the Fifth Amendment to those
10 questions.

11 THE COURT: I understand.

12 MS. BARBIER: So thank you.

13 THE COURT: I know you all did address those somewhat
14 in -- in his questioning.

15 MS. BARBIER: Uh-huh.

16 THE COURT: I'm just going to look back onto my notes
17 as to exactly what I recall. And -- and Mr. Harte's point
18 about the transcript is noted, but I think for these
19 purposes, we can go forward as we have. All right. If
20 there's nothing else on this, what I'm considering, quote
21 unquote, the substantive motions, let's go to the -- are you
22 all -- we have three more issues as I understand it: The
23 attorneys' fees request, the motion to stay, and the motion
24 is quashed. Now, the Defense has asked for what I would
25 believe is a separate hearing on the appropriateness, and

1 reasonableness of attorneys' fees. And I don't want to -- we
2 -- I think I need to deal with this Unfair Trade Practices
3 Act before we have such a hearing as to the amounts.

4 And then there's the motion to stay and the motion to
5 quash some subpoenas. On the motion to stay, which Mr. Harte
6 has his hand raised. I see that, and I understand you have
7 made that motion. And Mr. Few -- I'm going to ask Mr. Few
8 first, though, Mr. Harte, because he has said -- mentioned
9 the idea of a bond.

10 But when I went back, and read Rule 62 again -- in this
11 instance, the bond -- appears to me the bond is required to
12 be put up for Subsection D: The stay upon appeal. But upon
13 this motion, it's just a -- it doesn't say anything about a
14 bond that I can see, which is Subsection B: A stay on motion
15 for new trial for judgment.

16 MR. FEW: That's correct, your Honor. Subsection B is
17 the one that's applicable here, and it doesn't specific --
18 and I need to pull it up on my screen. I have it here on one
19 of these windows. Give me just a second.

20 THE COURT: I'm looking at it.

21 MR. FEW: Yeah. Your Honor, Subsection B says -- it
22 rather than referring to a bond, it says in "Its discretion"
23 -- which is your discretion, "And on such conditions for the
24 security of the adverse party as our proper, the Court may
25 stay execution." So -- but, your Honor, as soon as your

1 Honor, and the Court rules upon the motions that have argued
2 here today, then we would move out of Subsection B of Rule
3 62, and presumably into Subsection D.

4 They're -- they're not identical, but they're
5 substantially identical in their -- in the concepts, and the
6 policies that are applied. And so, as far as Mr. Harte is
7 concerned, we have yet to file a -- a -- a writ of execution
8 against his client. So there's an argument that the point is
9 moot because we have not pursued that at this point. But if
10 he wants to get a stay, which I -- again, as a practical
11 matter, I don't think we're going to get to, with your Honor
12 having stated that you plan on ruling on these motions rather
13 quickly.

14 If they're going to get a stay, then they have to meet
15 the end requirement, which is provide security of the adverse
16 party. And so -- and -- and their motion didn't address that
17 as I recall, neither one of them did as to say what they
18 would do in, order to provide security to our clients for the
19 collection of the judgments.

20 THE COURT: Now, Mr. Few, you're aware that they have
21 provided me a copy of the letter that was sent out. I assume
22 the letter was sent out to more than one potential holder of
23 assets for one, or both of these Defendants stating that
24 there was a verdict, and some other things. And you don't --
25 if you don't have a writ of execution for Ms. Josee Riviere -

1 - something in there did sound like you were trying to
2 collect something, and I don't have that sitting in front of
3 me.

4 MR. FEW: Well, your Honor, we do not -- we have not
5 sent out any letters with respect to Josee Riviere. We sent
6 out letters to, I believe, Bank of America, and to Merrill
7 Lynch related to accounts that we're aware of that Mr.
8 Riviere holds. And we do have a writ of execution against
9 him. That was issued on November the 6th, I believe.

10 MR. HARTE: Pardon, your Honor, I should call on mute.

11 MR. FEW: So, your Honor --

12 MR. HARTE: (Inaudible) again.

13 MR. FEW: I don't know who that is -- who -- that
14 interference.

15 THE COURT: I think that's Mr. Harte talking to his
16 office about something. He may -- now, he's muted, so it's
17 okay.

18 MR. FEW: I was on my other screen, so I couldn't see
19 everyone's faces, but -- your Honor, we've made no efforts
20 really -- we -- we've taken no action to enforce the judgment
21 against Josee Riviere at this point. So...

22 THE COURT: I see where you wrote a letter in October
23 2nd, to Mr. Harte. He submitted that.

24 MR. FEW: We did write a letter to him. That's
25 correct, yes.

1 THE COURT: Regarding potential issues with the tape.
2 All right, Mr. Harte. Yes, sir. I see your hand is raised.
3 Your turn.

4 MR. HARTE: Well, first of all, your Honor, I don't
5 know what Mr. Few is talking about, because -- in fact, they
6 have written letters to banks where Ms. Riviere has accounts,
7 and those banks, out of fear in what was included in the
8 letter, have frozen her accounts. So she has been
9 substantially injured by what is a highly premature course of
10 action, but for him to tell you that they have not done
11 anything against Josee Riviere, I just -- I -- I just have to
12 assume he has been very busy, and doesn't remember what he
13 has done.

14 THE COURT: All right. Mr. Harte, as to Rule 62(b),
15 what is your -- do you have any proposal as to security for
16 any potential judgment against your client?

17 MR. HARTE: Your Honor, I have assumed that that
18 statute -- that -- that rule rather gives you the option to
19 require security as you deem appropriate. I don't maintain
20 that you don't have the authority if you choose to do so.

21 THE COURT: And if I chose to do so, what would be your
22 proposal?

23 MR. HARTE: Well, your Honor, if -- if we're going to
24 be required to post a bond, which under the facts of this
25 case, I think is -- is not necessary, it's certainly within

1 your discretion. I'm not -- I'm not trying to say what --
2 what --

3 THE COURT: I understand.

4 MR. HARTE: -- you should, or should not do -- I mean
5 -- that's up to you. But -- but it should reflect what is
6 the reality of an appropriate damage amount in this case.

7 THE COURT: And what do you think that is?

8 MR. HARTE: I think a bond of 150,000 would be quite
9 sufficient, because they can't sustain a verdict of what
10 they've gotten. And frankly, your Honor -- you know, I --
11 I'm -- I'm still back to the -- and I think you have to take
12 this into consideration. You -- you know, you have to think
13 about not only what's going to happen here, but what may
14 happen down the road.

15 And -- and then the reality is that unless you're going
16 to believe that she could have gone into that building, and
17 torn the walls down, and should have torn the walls down to
18 find everything that was there, there's no way to get to
19 knowledge on her part -- I mean -- there's -- there's
20 absolutely nothing.

21 THE COURT: Mr. Harte?

22 MR. HARTE: So you have to take that into consideration
23 when you determine it. But I think -- I think if I've got to
24 post a bond, a bond of \$150,000 is more than reasonable, your
25 Honor.

1 THE COURT: And do you have any indication that your
2 client could not obtain a bond?

3 MR. HARTE: Well, it depends on what the bond is, your
4 Honor. If -- if the bond is -- if the bond is required to be
5 -- I guess, she's facing a \$3 million charge at the -- at the
6 -- if I read the statute correctly. You have the authority
7 to require a bond up to 125 percent of that.

8 THE COURT: Other than financially, though, her -- she
9 doesn't have any prohibition for obtaining a bond, does she?

10 MR. HARTE: Well, she's -- your Honor, the -- the --
11 the thing about it is she doesn't have that kind of money --
12 I mean -- I'm not saying she -- look, if you, order us to
13 post a bond, we will do whatever we have to do to attempt to
14 get that done. I'm not telling you that she is a -- she is
15 impoverished, but, your Honor, this is not a woman of the
16 winter colony holding -- holding millions of dollars, never
17 had millions of dollars, never will have millions of dollars.

18 This is a nice, decent person who has lived a good
19 life, and a very simple life. And it is -- it is -- to her,
20 it is on her behalf. But in -- in all honesty, your Honor, I
21 have never seen anything as unjust as the incredible,
22 imaginary charges these people have thrown against her. And
23 the jury just went way off the deep end. I don't -- I can't
24 account for it. I don't understand it.

25 And I'm counting on the Court to do the right thing.

1 And that means setting a bond that is reasonable in light of
2 what the damage has actually showed. So I'll leave it to
3 your discretion whether you're going to require a bond at
4 all. Frankly, I don't think for the period of time during
5 which you will -- and frankly, Mr. Few should be, ordered to
6 withdraw those letters because he was not -- the law doesn't
7 allow him to do that, in my opinion.

8 That's my opinion. I'm not trying to tell anybody how
9 to practice law. God forbid. I -- I get accused of telling
10 people what to do. I've only been doing it 50 years. I have
11 no idea how anybody should do anything. But the reality is,
12 this situation is not proper, and Mr. Few knows it because he
13 just got through telling you he doesn't think he did
14 anything. Well, I'm sorry. He did.

15 THE COURT: Thank you, sir.

16 MR. HARTE: But we would ask -- we would ask for a stay
17 without a bond. If you are going to require a bond, please
18 keep it within a reasonable level. Thank you, your Honor.

19 THE COURT: Thank you, sir. All right. Mr. Few, do
20 you have anything to address on that?

21 MR. FEW: Your Honor, I will acknowledge that the
22 letter that I sent to Bank of America did refer to Josee
23 Riviere's accounts. And -- but today is the first I've heard
24 that they have been frozen, from Mr. Harte. So we can only
25 take his word that that has been done, if in fact --

1 MR. HARTE: Well, what did he expect, your Honor? What
2 did Mr. Few expect when he sent the letter? What did he --
3 what about when he threatened me with criminal prosecution in
4 the letter to me?

5 THE COURT: Thank you, Mr. Harte. Yes, sir, Mr. Few.

6 MR. FEW: That's all, your Honor. I just wanted to
7 correct any misstatements that I made earlier that I had not
8 done anything with respect to Josee Riviere, but I did look
9 at the letter again to confirm, and we did include her in the
10 letter to -- that was sent to Bank of America.

11 THE COURT: All right. Mr. Few, I think there was a
12 similar argument about the writ of execution against Mr.
13 Riviere -- Riviere, and the -- the corporations, but you then
14 filed a writ of execution against him. So Mr. --

15 MR. FEW: The writ of execution is against Rhett
16 Riviere only. Your Honor, we've not filed any writs against
17 the corporations.

18 THE COURT: Okay.

19 MR. FEW: Yeah.

20 THE COURT: So, Mr. Griffin, are you asking for a stay
21 as to your client? Oh, you're muted. I'm sorry.

22 MR. GRIFFIN: I'm -- I'm sorry. Yes -- yes, we -- we
23 -- we are asking for stay of -- of execution as well as --
24 against Mr. Riviere as well as the -- as the corporate
25 Defendants. And, you know, we're assuming -- and I think,

1 you know, it's probably not -- not -- won't be surprising
2 that you affirm at least some of those verdicts. We will
3 come back, and ask for a stay pending appeal.

4 Your Honor, the -- with regard to amount of bond, I
5 would point the Court's attention to 18 -- South Carolina
6 Code Section 18-9-130, which -- which says "A notice of
7 appeal from a judgment directing the payment of money does
8 not stay the execution of the judgment unless the presiding
9 judge before -- before whom the judgment was obtained grants
10 a stay of execution."

11 "If the presiding judge grants a stay of execution, and
12 requires a bond, the guaranteed payment, the amount of the
13 bond may not exceed the amount of the judgment, or \$25
14 million, whichever is less for a business entity that employs
15 more than 50 persons, and has gross revenues exceeding \$5
16 million." Which that doesn't apply here. "Or \$1 million,
17 whichever is less for all other entities, or individuals."

18 And so, the -- the bond statute for appeal, your Honor,
19 is limited to \$1 million. What -- what we have in this case
20 is property that was sold, this -- this Grace Avenue
21 Property, that property has been sold, money is being held in
22 escrow, like, \$2.5 million, or thereabouts. And in -- in
23 conveyance case, it's the list -- it's the fraudulent
24 conveyance case.

25 And what we would propose, your Honor, is the Court

1 simply, ordering a freeze of -- of that asset until -- and
2 that would be sufficient surety to exceed the statutory \$1
3 million bond, and -- and that it would -- and that's all
4 they're entitled to, is a million-dollar bond. And -- and
5 here we're proposing foreign excess of that as part of -- as
6 a surety for a stay of execution.

7 THE COURT: Mr. Few?

8 MR. FEW: Well, your Honor, Mr. Griffin --

9 THE COURT: Or Ms. Barbier.

10 MR. FEW: Go ahead.

11 MS. BARBIER: I -- I'm sorry, your Honor, I just wanted
12 to address one -- one matter with respect to that. In, order
13 for the Plaintiff to be secure, there has to be a posting by
14 each Defendant of \$1 million. That would be each corporate
15 Defendant, Mr. Riviere, and Ms. Riviere. That is what would
16 -- the only thing that -- I mean -- if there's a -- if
17 there's a cap on the amount that you can ask them to post,
18 which is -- if -- if that's a million dollars, then each
19 Defendant needs to post a million dollars.

20 MR. GRIFFIN: Your Honor, in response to that, I -- I
21 -- I'll say that -- that Chase Enterprises, and -- and R.C.
22 Riviere properties are -- have no ability to post anything.
23 And so, you know, you can, order a million-dollar bond posted
24 for them as a condition, and, you know, they -- they won't
25 post it, and they can execute -- they can execute, you know,

1 to their heart's desire. But there's nothing to get.

2 MS. BARBIER: Your Honor, there's no -- there's no --
3 been no evidence of the corporate's ability to pay, or Mr.
4 Riviere's ability to pay, or Mr. -- Mrs. Riviere's ability to
5 pay. They have -- if they want to submit to the Court
6 verified financial statements, and tax returns over the last
7 10 years, evidencing their inability to post an amount of the
8 required bond, they could do that.

9 MR. GRIFFIN: No, and I -- not -- I'm -- I'm not asking
10 for that, your Honor. I'm just saying for Mr. Rhett Riviere
11 -- what we've proposed is the Court restraining anything to
12 do with that -- proceeds from that -- that Grace Property.
13 It -- you can, order a million-dollar bond on -- on the other
14 entities, but frankly, I'm somewhat hopeful that they will
15 not be in this case after you rule on the post-trial motions,
16 because there's no evidence whatsoever to support the
17 judgments against them.

18 THE COURT: All right. Ms. Barbier, I think the issue
19 is you've only got writ of execution against Rhett Riviere at
20 this time. So that's the issue.

21 MS. BARBIER: Well, your Honor, we -- we can file the
22 writ of executions against the corporate Defendants, and --
23 and Ms. Riviere. We understood, and believed that your Honor
24 would be ruling all these post-trial motions, and that would
25 mean that the time clock for them to appeal is going to start

1 running. And then the requirement to post a bond would be
2 then a requirement as well, so...

3 MR. FEW: And, your -- your Honor, that that actually
4 highlights the reason that there should not be a stay,
5 because the next step would be a rule to show cause. And did
6 you get supplemental proceedings, and which court case?
7 Probably special referee, I don't think there's a master --
8 but there's a master in Aiken --

9 THE COURT: Yes.

10 MR. FEW: -- would get testimony about the ability to
11 pay, and then we would have that information in the record.
12 And so, the notion that someone can have a -- a -- a -- you
13 know, a \$45 million, or whatever the total is against Mr.
14 Riviere, I think it's set forth, it's 16 million per
15 Defendant, so 32 million at this point against Rhett Riviere,
16 I believe, and that he can post a bond of only 1 million.

17 And in fact, the requirement would be a bond for each
18 Plaintiff. So that would be 6 million in bonds. But -- but
19 we also are entitled to other security as well, your Honor,
20 that we're not going to make a mockery out of our court
21 system by allowing somebody to go, and dispose of their
22 assets after getting a judgment against them, merely because
23 the bonding statute says that, "You get," you know, "that you
24 only have to post a million-dollar bond."

25 That's why things need to be done. They've not posted

1 a million-dollar bond. Mr. Griffin was aware of that
2 limitation. In fact, I even mentioned it in our response,
3 and opposition to Josee Riviere's motion for a stay. So
4 we're entitled to other protections as well. And that's why,
5 you know -- and -- and -- and another thing, your Honor, Rule
6 62 is very clear. The -- the stay is effective when the
7 Court approves the bond.

8 And so, there is no stay until the bond is submitted,
9 and approved by the Court. That's under Rule 62(d). But
10 again, we -- we shouldn't be too far away from getting to
11 that point. But as also -- as set forth in the Stearns Bank
12 case that we cited, Rule 62 at this point, favors the
13 creditor, not the debtor.

14 So Rule 62 should never be used to slow down a
15 plaintiff who has been wronged, been injured, found a lawyer,
16 filed a lawsuit, gone through discovery, prepared for trial,
17 obtained a jury verdict. At this point in time, Rule 62
18 works for the Plaintiff, not for the Defendant.

19 MR. HARTE: Your Honor, one -- just one point: First
20 of all -- first of all, you don't post a bond until a bond
21 has been set. So we need -- we need to put an end to that.
22 Secondly, they are acting -- with respect to my client, as if
23 they have a final judgment. They don't have a final judgment
24 because the post-trial motions have not been heard. What I'm
25 asking for is a stay until you reach a decision.

1 If you decide that -- that we are correct, and you
2 vacate the judgment, then -- then that -- that will put an
3 end to that. If you find against us, then you'll perhaps
4 reduce the verdict, do whatever you deem appropriate, but at
5 that point in time, you'll be in a position to set an appeal
6 bond. Or if you don't do it, the Court of Appeals will. But
7 I'm sure you will follow the -- I mean -- I'm sure you'll do
8 the right thing.

9 But the long, and short of it is, aside from the fact
10 that Mr. Few -- Mr. Few is giving us a lecture on how the law
11 works -- all of us know that, but it hasn't addressed the
12 central question of whether my client, prior to a final
13 judgment, is in -- is entitled to have a stay of the conduct,
14 which Mr. Few is doing against my client. It is a very
15 prejudicial, very premature, very unauthorized approach. And
16 -- and that's what we're asking you to put an end to please,
17 your Honor. Thank you.

18 THE COURT: Thank you, sir. All right. Anything else?

19 MR. GRIFFIN: Not -- not -- not on the stay from --
20 from my clients, or me.

21 THE COURT: All right. And then we had the motion to
22 quash. Is that not kind of parallel to the motion to stay?

23 MR. GRIFFIN: Well, yes, your Honor. The -- the
24 Plaintiffs sent out subpoenas in this -- these two cases
25 seeking post-judgment discovery, which is improper, that we

1 cited the case, ex parte Wilson. And since -- and we've
2 asked that those subpoenas be quashed, they've -- they've
3 gotten a lot -- lot of records in response to those
4 subpoenas. And they've noticed depositions of a witness,
5 which is, I believe scheduled for today -- after tomorrow.

6 And -- and asking him to subpoena records when -- when
7 we -- to bring records to the deposition. When we -- when I
8 sent Mr. Few an email saying, "Wes, you're jumping the gun.
9 This is the case. Read it. You can't do this at this point
10 in time, please notify the recipients of the subpoenas that
11 you're withdrawing them, and -- and cancel the deposition."

12 And he responded, "No, I'm not. We're continuing our
13 efforts, and we're going to serve the subpoenas in the -- in
14 the other cases." The -- the case that -- that is the
15 fraudulent conveyance case for this property that I mentioned
16 -- this Grace Avenue Property. And so, he then sent out new
17 deposition -- excuse me, new subpoenas trying to circumvent
18 the rule, which is improper, and he knows it's improper, but
19 he is doing it anyway.

20 And we ask that the Court, order him not to do that.
21 Now -- and he also then filed a writ of execution. But that
22 in, and of itself doesn't give him right to discovery under
23 -- under S.C. Code Section 15-39-310, he can get an, order
24 for discovery, but only if the writ of execution is returned
25 unsatisfied in whole, or in part, and that such -- and it

1 says -- the statute says "At any time after such return is
2 made" -- well, excuse me. It says "When execution against
3 property of the judgment debtor, or several debtors is issued
4 to the sheriff of the county in which he resides, and if he
5 does not reside to the sheriff of the county in which the
6 judgment rule is filed, is returned unsatisfied, and whole,
7 or in part, the judgment credit at any time after such return
8 is made, is entitled to, order -- to an, order from a judge
9 requiring the judgment debtor to appear, answer questions,
10 and otherwise engaged in discovery."

11 And so, I assume he -- he filed a writ of execution.
12 He has -- I -- I assume they've sent it to the sheriffs, and
13 I don't know that -- and he's asked, he put a list of -- of a
14 accounts to be attached, and I don't know -- I don't know the
15 status of that, but it has to be returned nulla bona before
16 -- you know, under the statute, before they can engage in --
17 in discovery.

18 And so, it's -- it's premature. We ask that -- that --
19 that these -- these deposition notices be quashed. He not be
20 allowed to circumvent the rules by using another case as a
21 stalking horse, and -- and that -- and that he not -- and
22 that any outstanding subpoenas he'd be, ordered to notify the
23 recipients that they do not need to comply. Thank you.

24 THE COURT: Well, I don't have the other case before
25 me, so I don't think I can address anything as to the

1 propriety of those subpoenas in that case.

2 MR. GRIFFIN: Well, your Honor, you can certainly,
3 order a lawyer not to circumvent your ruling by engaging in
4 -- in conduct --

5 THE COURT: Well, I understand that, but I don't -- I
6 don't know because I don't know anything about the other
7 case. So I don't know.

8 MR. GRIFFIN: Well, you have -- your Honor, you have
9 our email where he says, "I'm going to do it anyway, and I'm
10 going to use another case to do it." So -- I mean -- what
11 more do you need?

12 MR. FEW: Well, you know, the reality --

13 THE COURT: That is all proper in that case. But yes,
14 Mr. Few, go ahead.

15 MR. FEW: Your Honor, the subpoenas are entirely proper
16 in that case. That case involves a fraudulent conveyance
17 action for which they have not -- they have denied the
18 allegations that it was a fraudulent conveyance. Mr. Riviere
19 in February of 2021, formed -- or his son, and/or this
20 gentleman whose deposition we've noticed, John Conway, the
21 disbarred lawyer from 1991, in Somerville.

22 He -- we found his name as one of the incorporators of
23 Cam Ash Holdings, LLC., which was formed in February of 2021.
24 Within two years of the search warrants being served, and
25 subsequent to the first lawsuit being filed by the Strom Law

1 -- Law Firm on behalf of the young girls that were recorded.
2 So he knew what he was doing.

3 That was February of 2021. On March the 29th of 2021,
4 he conveyed this property, which had been listed by Susie
5 Hislop, and Deirdre Vaillancourt, who testified at trial, had
6 been listed for 3.1 million. He conveyed it to Cam-Ash
7 Holdings for \$5. So even if --

8 MR. HARTE: Your Honor, may it please the Court. I --
9 I -- I realize that we -- we're trying to get -- allow Mr.
10 Few as much time as he likes for filibustering, but the facts
11 of that case don't have anything to do with what we're here
12 for today. And --

13 THE COURT: Mr. Harte, if they don't, except -- I think
14 that was testified to in the case today, that recitation of
15 facts, the Cam Ash holdings, the \$5 deed. I remember we had
16 a discussion about that at trial, and it was Susie Hislop,
17 and Deirdre Vaillancourt.

18 MR. HARTE: I -- I -- I don't -- I don't dispute that
19 your -- I don't dispute that, your Honor, but it hasn't got
20 anything to do with whether he can issue subpoenas in another
21 case -- I mean -- that -- that -- that just -- it's just not
22 relevant to what we're doing.

23 THE COURT: I've stated I can't make a -- I can't make
24 a finding as to whether those subpoenas are -- I mean -- they
25 -- that case just isn't before me, so I can't make a finding

1 as to whether they're -- they're appropriate in that case or
2 not. You all have to -- you know what to do to make the
3 appropriate filings as to that. As to the subpoenas in this
4 case regarding collection of this judgment, I'm looking at
5 the statute cited by Mr. Griffin, 15-39-310, I think you
6 stated --

7 MR. GRIFFIN: Yes, your Honor,

8 THE COURT: -- Mr. Griffin? And going -- can you
9 address that, Mr. Few? I think -- Mr. Griffin, I -- you
10 know, sometimes the sheriff sits on these things. What does
11 a party do in that case?

12 MR. GRIFFIN: I -- I mean -- the party has to follow
13 the process, your Honor, I call the sheriff. I don't know.

14 THE COURT: I understand. All right. Mr. Few, tell --

15 MR. HARTE: It's a run of mad damage, your Honor. If
16 you believe a public official is not discharging his duty, an
17 attorney seeks a -- seeks relief from the Court under the
18 form of a run of mad damage.

19 THE COURT: Mr. Few, have you -- have you jumped the
20 gun on this? That's what they're saying.

21 MR. FEW: No, your Honor. And -- and every set -- as
22 set forth in the response we filed yesterday, we gave notice
23 as is required by the rules. And what I do is I do the depo
24 -- I do the subpoenas, and I immediately email them to all of
25 these people, whether or not they're involved in the case or

1 not. I even copied Mr. Harte on the ones that we serve in
2 the fraudulent conveyance case.

3 And they never said a single word until November the
4 6th, when Jim sent me the email. And since that time, I've
5 not served any further subpoenas in the 2323, or the 2324
6 cases, which were the ones that were tried before.

7 Your Honor, everything's been issued in the fraudulent
8 conveyance case for which there are outstanding issues of
9 fact, and for which those subpoenas are well within the scope
10 of discovery. And that'll -- as your Honor has indicated,
11 that'll be heard by another judge, and the clerk of court
12 schedules it to be heard.

13 THE COURT: Have you withdrawn your subpoenas pursuant
14 to these cases?

15 MR. FEW: We -- we have not done that because all of
16 the ones that were issued under the -- these case numbers, we
17 had already received responses from by the time that we heard
18 any objection from opposing Counsel. In fact, your Honor, it
19 was about a five-, or a six-week time period that had passed
20 between the time of serving those subpoenas, and hearing any
21 -- any complaint about them.

22 So -- and as your Honor has indicated, there are
23 situations when we do not have control over -- over how long
24 it takes the sheriff to return what is normally a nulla bona.
25 But in this case, just to be clear, the -- they have not been

1 -- the writs have not been submitted to the sheriff yet for
2 Rhett Riviere.

3 So there's really nothing to -- to -- to be done. Mr.
4 Griffin's email gave us the opportunity to make sure that all
5 the subpoenas that we served were in the 1665-2023 action,
6 which is Heather Crespo's fraudulent conveyance action. And
7 -- and -- that was what we should have been doing all along.
8 I -- and -- and we -- most of the ones were served under that
9 case number, but some of them were not.

10 THE COURT: Okay.

11 MR. GRIFFIN: Your Honor, I have to correct Mr. Few.
12 There's an outstanding subpoena to Mr. John Conway, he
13 noticed for deposition for Friday, and that has not been
14 complied with. He issued a subpoena for documents to Mr.
15 Conway in -- in this case, which my understanding, has not
16 been complied with. So that is outstanding.

17 MR. FEW: Well, we -- we -- as soon as I got your --
18 your objection, Mr. Griffin, we served Mr. Conway with
19 subpoenas in -- in the 1665 case. And he has in fact,
20 provided, I believe, two sets of documents to us. And that
21 deposition has been rescheduled -- or has been re-noticed for
22 the same time that it was previously noticed, which is this
23 Friday, November 15th, in Somerville under the fraudulent
24 conveyance case.

25 THE COURT: Okay. It seems, Mr. Griffin, like your

1 argument is in the fraudulent conveyance case at this time.
2 I'm going to quash the subpoenas for now, and review whether
3 you can enter into discovery as to these two cases. But I'll
4 just go ahead, and say, "They're quashed in the sense." So
5 there's no confusion. You're not to get anything else, or
6 issue any other subpoenas until I make a further ruling,
7 so... on that. And then --

8 MR. HARTE: May we have -- may we have an, order
9 requiring that Mr. Few withdraw the letters that he has sent
10 to the banks, that you've frozen my client's account on false
11 representations by Mr. Few, that he has a final judgment when
12 he does not have a final judgment?

13 THE COURT: Do I have that letter, Mr. Harte?

14 MR. HARTE: If you don't, your Honor, I'll be happy to
15 send it to you, but I -- I represent to you that Mr. Few
16 knows the letter, and he knows that it's frozen my client's
17 accounts because he knows that he put his name on it.

18 THE COURT: But he said -- he said in this hearing, "He
19 had no knowledge that it had frozen the accounts." So he
20 knows now, but he didn't know before. So I'm not going to --

21 MR. HARTE: Then he should -- then he should act to --
22 he should immediately act to unfreeze those accounts. He has
23 no right to do that.

24 THE COURT: Okay. Well, the reason I'm going ahead,
25 and addressing the subpoenas is there's a deposition on

1 Friday, is what you all said. So I don't want any confusion
2 of that, the deposition as far as it goes in a case that is
3 not before me, I can't -- I can't say anything. It may be
4 for not -- it may go forward just as it is. And I will
5 consider your request, Mr. Harte, and get back to you
6 shortly. Okay. Is there anything else?

7 MS. BARBIER: Just want to put one thing on the record,
8 your Honor. It is also our position that the -- these
9 Defendants have no standing to object to third-party
10 subpoenas. The -- the institutions that were subpoenaed did
11 not move to quash the subpoenas. They in fact complied with
12 them. Their objection was untimely, and their objections
13 lack standing.

14 THE COURT: All right. Well, for now, they're quashed,
15 and I'll -- I'll -- whether they can be renewed or not, we'll
16 take up at a later date.

17 MS. BARBIER: Thank you, your Honor.

18 THE COURT: All right. But I appreciate that, Ms.
19 Barbier. All right. It's -- hey -- we -- I couldn't see you
20 all in person but this was nice. We will adjourn this
21 hearing, and as I said, "We'll take up the issue of
22 attorneys' fees at a later date," if necessary. And
23 hopefully scheduling-wise, that would not be a significant
24 issue. All right.

25 MR. HARTE: Thank you, your Honor.

1 MR. GRIFFIN: Thank you, your Honor.

2 THE COURT: Thank you.

3 MS. BARBIER: Thank you, your Honor.

4 THE COURT: Take care.

5 MR. FEW: Thank you, your Honor.

6 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED AT ***)

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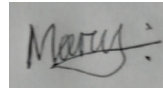
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CERTIFICATE OF TRANSCRIBER

I, MARY RAGSDALE, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 9 of Aiken County, South Carolina, on November 13, 2024.

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

February 23, 2025

A handwritten signature in dark ink, appearing to read "Mary", is written over a light gray rectangular background.

MARY RAGSDALE

Transcriber

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	2022-CP-02-02323
	)	
	)	
	)	
	)	
HEATHER CRESPO AND GABRIEL	)	
CRESPO,	)	
PLAINTIFFS,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
RHETT RIVIERE, JOSEE RIVIERE,	)	
CHASE ENTERPRISES LLC OF SOUTH	)	
CAROLINA AND R.C. RIVIERE	)	
PROPERTIES, LLC,	)	
DEFENDANTS.	)	
	)	

January 21, 2025
Via WebEx

B E F O R E:

THE HONORABLE MARTHA M. RIVERS, JUDGE.

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

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Recorded by WebEx
Transcribed by Penny M. Johnson

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

P R O C E E D I N G S

1
2 THE COURT: Thank you all for being here. We're here
3 in the matter of Heather Crespo and Gabriel Crespo vs. Rhett
4 Riviere on the matter of attorney's fees.

5 Mr. Harte, good to see you again today. The courthouse
6 is now officially closed. I understand it is starting to
7 snow outside. Mr. Harte did have a concern with us pleading
8 this hearing, however, this is only on the issue of
9 attorney's fees. And as I understand it, it is to be the
10 reasonableness of attorney's fees. Mr. Griffin has sent me
11 a case, Brawley vs. Richland County, which I just got
12 because, as Mr. Harte knows, I was on the bench earlier
13 today.

14 I have the attorney's fees statement affidavit of Ms.
15 Barbier. And I believe Mr. Beasley sent in something.

16 Mr. Few, did you send yours in?

17 MR. FEW: Yes, Your Honor, I did. Mine was a few days
18 after, I believe, Debbie and Ryan's. I have it up on my
19 screen if you want me to share it.

20 THE COURT: Did you send it to my e-mail or just to --

21 MR. FEW: I think Cassie would have sent it to you
22 after we filed it is what should have happened.

23 THE COURT: Okay. If you would just resend it to make
24 sure that I have it. Because if it got sent to my clerk --
25 we've actually been having a lot of problems with Mr.

1 Platanis's e-mail of late. We're not receiving everything
2 for me and my assistant. And we haven't been able to sit
3 down and get through that.

4 Is anyone else joining us for this hearing?

5 MS. BARBIER: Your Honor, Mr. Griffin and Mr. Beasley
6 and --

7 THE COURT: Oh, here they are. I see them now. Thank
8 you.

9 MR. HARTE: I'm not seeing Mr. McCulloch or Mr.
10 Griffin, are they are in the meeting?

11 THE COURT: I just let Mr. Griffin in and I think Mr.
12 McCulloch sent word that he would not -- there he is, he's
13 there with Mr. Griffin, okay.

14 Ms. Barbier and Mr. Griffin, I think your volume is
15 kind of low.

16 MR. GRIFFIN: I'm sorry, I walked away. Can you hear
17 me now?

18 THE COURT: Well, I can hear you, but you're not very
19 loud.

20 MR. GRIFFIN: How about now?

21 THE COURT: That's great. Thank you. I can hear you
22 now.

23 MS. BARBIER: Is that better for me?

24 THE COURT: Yes, ma'am, it is.

25 MS. BARBIER: Okay. Great.

1 THE COURT: And Mr. Griffin, I don't know if you were
2 in here when we were talking about it. I have received the
3 case that you talked about the reasonableness of fees. So
4 thank you for scheduling this, working this into your time.
5 I want to get done with all the little loose strings in this
6 case so y'all can move forward and advise your clients
7 appropriately to determine the next steps, if any. But we
8 are under the winter weather. They do say there's snowfall
9 outside.

10 Mr. Griffin and Mr. McCulloch, I asked Mr. Few to
11 resend his attorney's fees packet he sent earlier to make
12 sure I have it.

13 So what I want to do here, the Defendants have
14 requested this hearing. I want to hear your arguments as to
15 the fees that have been requested. And then I'm just going
16 to tell you, I'm going to take some time to look over
17 everything again and I'm going to get home because I'm still
18 at the courthouse.

19 Mr. Griffin, y'all did not hear, the courthouse is now
20 technically closed due to the winter weather.

21 MR. GRIFFIN: Well, I take it that means it's on the
22 way to us.

23 THE COURT: Well, I don't know. It all went more south
24 than they intended a couple of days ago. I think the coast
25 is supposed to get a lot of ice and wintry mix and we're

1 supposed to have about two inches of snow tonight, but they
2 keep moving up when the snow is going to start.

3 Mr. Griffin, I think you were the first one that moved.
4 Mr. Harte sent in a brief as to his position. I'm going to
5 let him supplement that in a minute with his oral argument,
6 but I'm going to give the floor to you.

7 MR. GRIFFIN: Yes, Your Honor. And, frankly, before I
8 address the motion -- the Plaintiff's petition for
9 attorney's fees, I want to take up a housekeeping matter.
10 We received your order denying in part, granting in part, I
11 guess you would call it, regarding motion for judgment, NOV,
12 et cetera as to our clients, Riviere, Chase Enterprises, et
13 al on January the 3rd. My office tells me today that
14 although it's captioned in both cases that it was only filed
15 in the Heather Crespo case if you look at the public index.

16 THE COURT: Okay.

17 MR. GRIFFIN: So we're trying to get that squared away,
18 so I point that out to Your Honor.

19 THE COURT: So you think it was filed -- and I'm sorry,
20 I haven't had anything since a grapefruit this morning about
21 seven o'clock, I'm a little bit hungry. You think it was
22 filed in Heather's and not Gabriel's?

23 MR. GRIFFIN: Correct.

24 THE COURT: I'll make a note of that.

25 MR. GRIFFIN: That's what I'm told.

1 And then, Your Honor, with regard to the attorney's fee
2 petition, Mr. Harte's memo sets out the standard pretty
3 well. I sent in the Brawley case that was refiled by the
4 Court of Appeals on January the 2nd and it flushed out, you
5 know, the standard that has to be applied.

6 And for the purposes of our argument, the biggest take
7 away in our view of the Brawley case is -- and this is not
8 new ground, but it just reemphasizes that the beneficial
9 results, that is the most important factor in determining
10 whether and what is a reasonable attorney's fee.

11 And here, Your Honor, the Plaintiff's sought under the
12 Unfair Trade Practice not only economic loss, but
13 noneconomic loss consisting of pain and suffering, emotional
14 distress and other intangibles. And, frankly, they got a
15 verdict for, I believe, \$500,000 in that regard. But as
16 decided by Your Honor in the post-trial motions, they lost
17 all of that except for their economic damages elements,
18 which according to the Court's order for Mr. Crespo, it was
19 \$2500 and trebled times three, and then for Heather Crespo
20 it was -- and trebled times three, it was \$7500. And then
21 for Heather Crespo, you added a therapy charge to get to
22 \$12,960.

23 So the attorney's fee petition, Your Honor, if you add
24 it all up between Ms. Barbier, Mr. Beasley and Mr. Few, the
25 grand total of attorney's fees is \$835,656.75. If you add

1 cost to that, it's \$27,962.89. That's a grand, grand total
2 of \$863,619.64 on an overall verdict combined of a little
3 over \$20,000. So they're seeking in excess of \$800,000 in
4 fees for a verdict of little over -- maximum little over
5 \$20,000. So we don't think that is reasonable.

6 And the law requires that allocation amongst claims --
7 and they had multiple claims, as Your Honor knows. They had
8 negligence, negligence per se, intentional infliction of
9 emotional distress, constructive fraud and I believe civil
10 conspiracy, I'm not quite sure. I don't have them all
11 broken out in front of me. But --

12 THE COURT: I don't think civil conspiracy was in
13 there, but yes, there were multiple claims.

14 MR. GRIFFIN: Yeah, probably not.

15 THE COURT: You're so agreeable today, Mr. Griffin.

16 MR. GRIFFIN: Yeah, I was just going by memory.

17 And Mr. Harte, and we adopt his arguments in his brief,
18 points that out that the time spent on unrelated claims is
19 not recoverable. And in the cases, Your Honor, as to what
20 is reasonable, one thing that you should consider is the
21 ability to have resolved the case for a lot less money than
22 what they have spent in attorney's fees.

23 And I'll tell you, Your Honor, we mediated the --
24 another related case, Julianna Foster's case, successfully.
25 And it was before this case -- these two cases were filed.

1 We knew of these two cases. They had not yet been filed.
2 And we attempted to resolve them and these same lawyers were
3 representing them pre-suit. And the demand from which they
4 would never come off was transfer the Grace property to us,
5 which later was sold and netted out 2.5 million dollars.
6 That was the demand.

7 Then we had formal mediation, Your Honor, in June of
8 2024 with Todd Ellis and we offered jointly in excess of
9 \$500,000. We offered -- followed up with Ms. Crespo and
10 offered her \$400,000. And those offers were rejected.

11 THE COURT: Mr. Griffin, were those offers for all
12 claims or were those offers only for the Unfair Trade
13 Practice?

14 MR. GRIFFIN: They were for all the claims, and that
15 gets to the most significant point. The Unfair Trade
16 Practice claim is the tail that wags the dog here. It is
17 the tail that wags the dog. Yet, you know, the valuable
18 claims are the claims for noneconomic losses for which they
19 can't recover under the Unfair Trade Practice.

20 So all the time and effort and money spent as reflected
21 in these time sheets are, in effect, pursuing those claims,
22 not the Unfair Trade Practice claim. If this was an Unfair
23 Trade Practice case, it would have settled pre-suit in a
24 skinny minute. And I don't think anyone in this hearing
25 could disagree with that. If we had an agreement that the

1 only thing they could recover is their out-of-pocket
2 expenses, rent, therapy bills, times three, times four,
3 times five, some attorney's fees on top of that, this case
4 never would have seen the courthouse.

5 And so what's driving this case and what got them the
6 verdicts that have been rendered are the other claims, not
7 the Unfair Trade Practice claim. And to load up \$880,000 in
8 fees and expenses to the tail of the dog in this case is not
9 a reasonable attorney's fee award.

10 Now, we can nitpick the bills and the invoices -- and I
11 will point out, Your Honor, I'm not picking on anybody, but
12 I don't know if this time was reconstructed or not, but it
13 certainly is odd -- and I just would point out, Debbie, Ms.
14 Barbier's time sheets that she has produced, in there, she
15 block bills for reviewing e-mails. For example, on
16 10/30/22, I believe it is, she has an entry of review
17 received 12 e-mails in the time of 1.2 hours. And you can
18 see this all throughout her bills.

19 It appears that when there's an e-mail that comes
20 across her desk, there's an entry of time of, at least,
21 0.10, which translates to six minutes. There's multiple,
22 multiple, multiple examples of this. It just appears
23 curious that every e-mail takes six minutes to read. And on
24 10/20/22, there's an entry of receipt and review 12 e-mails,
25 1.2 hours. And that's the case all throughout.

1 So one of the things that we're tasked with is deciding
2 or trying to determine what time and effort was spent on the
3 Unfair Trade Practice case, what time and effort were spent
4 on the other cases? What time and effort were spent on
5 pursuing related cases, like the lawsuit filed to enforce a
6 lis pendens, for a fraudulent conveyance claim? With these
7 block entries, we don't know. We can't know. We need more
8 description to make that determination.

9 So not only are the entries somewhat questionable when
10 it comes to reviewing e-mails, they're not descriptive
11 enough for us to make a determination from the entries as to
12 what was being pursued in these discussions, in these
13 meetings. I will say that there's a significant amount of
14 time entries responding to Jose Riviere's motions that Mr.
15 Harte filed that Mr. Riviere did not file. Yet, they're
16 seeking to hold Mr. Riviere responsible for cost and
17 attorney's fees responding to something that Ms. Jose
18 Riviere had filed.

19 THE COURT: Well, I wanted to ask y'all about that
20 because your Defendants are together in each case. Do you
21 believe there should be an allocation of fees between the
22 Defendants?

23 MR. GRIFFIN: Oh, for sure, and the law requires that.
24 I mean, yes, definitely.

25 THE COURT: Okay. I didn't mean to interrupt you any

1 further than that. Go ahead.

2 MR. GRIFFIN: Those were the high level points, Your
3 Honor, without getting totally deep in the weeds on these
4 entries. I guess I'll turn it over to Mr. McCulloch because
5 he's writing notes that I cannot read.

6 THE COURT: Mr. McCulloch, you have something to add?

7 MR. MCCULLOCH: I will be very brief. We are not
8 trying to nitpick, but we have reviewed these cases. We
9 understand the Court's obligation here. And it is complex
10 and it's going to require more from these Plaintiffs by way
11 of allocation and assignment of duties and tasks that are
12 allocable not only to the Defendants individually, but these
13 cases would suggest clearly that you have to have
14 information from the Plaintiffs that the tasks that are
15 being billed were allocable to the cause of action, the only
16 single cause of action, Unfair Trade Practice, that permits
17 attorney's fees.

18 I will only say -- I won't cover the same ground as my
19 crack co-counsel here. I know that Mr. Harte will address
20 some of the other issues that he raised, which included
21 allocation. There's no evidence of the ability of our
22 client really to pay these bills and fees and awards. There
23 is a case that Mr. Harte cites about Plaintiff's duty to
24 submit the fee agreement to clarify whether this is an
25 hourly-type case or whether it is a contingency. I presume,

1 a contingency case.

2 But I would say this, Your Honor, that much of the
3 legal effort in this case revolved around depositions that
4 rarely, if ever, touched upon the issue of Unfair Trade
5 Practice. Most of the legal work was done in the case that
6 Mr. Griffin mentioned that preceded this one that was
7 settled, the Foster case. Most of the legal research, most
8 of the issues -- the same issues were raised with possibly
9 the exception, I don't believe there was an Unfair Trade
10 Practice cause of action in that first case.

11 But I think it is going to be necessary before you can
12 make a decision that the Plaintiffs do some hard work to
13 allocate between Defendants as well as to allocate amongst
14 these multiple causes of action. And I would say, Your
15 Honor, you of all people had the experience of listening and
16 watching the evidence that was presented. And there were no
17 experts presented on the question of Unfair Trade Practice.
18 It was kind of a thrown against the wall vehicle to ask for
19 attorney's fees. And they are certainly, I guess, on some
20 level entitled to attorney's fees, but modest by any
21 measure.

22 Thank you.

23 THE COURT: Thank you, sir.

24 This case reminds me when I was a very young lawyer
25 working at a home county law firm. I only worked there a

1 couple of years, but, God, I learned a lot. And we had a --
2 I can't remember if it was a class action case or not, but
3 some astute defense firm hired the local national firm and
4 my boss was schooled on the necessity back in purely paper
5 days of keeping records of your fees even as a Plaintiff's
6 attorney for this very type of hearing. It was fun days in
7 the office, I can tell you that.

8 With that being said, I don't know if you each want to
9 present something on your fees.

10 Ms. Barbier, again, you got kind of picked on by the
11 Defense for your filings. I can let you go first.

12 MR. HARTE: Excuse me, Your Honor, do you want to hear
13 from me now or after they've presented their side?

14 THE COURT: Let me hear from you after, Mr. Harte,
15 because I did read your brief and they both have agreed to
16 your brief as to the -- and I did see the point that said
17 the attorney's fee agreement. I will address that in a
18 second, but I want to hear what the Plaintiff's have to say
19 and then I want to hear from you after that if that's okay.

20 Yes, ma'am.

21 MS. BARBIER: Thank you, Your Honor.

22 It does seem I'm being picked on again, but that's
23 okay. I'm perfectly comfortable with that. I will tell
24 you, Your Honor, it is my practice in cases that I take on
25 contingency to keep track of every hour, every phone call,

1 every e-mail. I have an e-mail folder of this case that
2 currently contains 3,075 e-mails. I believe after today, it
3 will be in excess of, at least, 3100.

4 And just as a side note, we have not supplemented our
5 fee petition from when it was filed. And there has been a
6 good bit of legal done on the post-trial motions that were
7 filed in responding to them. Then, also, in preparation of
8 the fee petition. So there is the possibility that we might
9 need to supplement it.

10 But that being said, Your Honor, the petition, as you
11 know, is filed under 39-5 section 140 of the Unfair Trade
12 Practices Act. It dictates that the Court -- if the Court
13 finds that the unfair or deceptive acts were done willfully
14 or knowingly that attorney's fees shall be awarded. Not may
15 be awarded, but shall be awarded and costs. So the Court
16 has already made multiple findings that the acts, both by
17 Ms. Riviere and Mr. Riviere were done willfully. So I don't
18 think that's an issue.

19 I think the only issue are the six factors that the
20 Supreme Court tells us you're to look at when awarding
21 attorney's fees. And I would submit to you, Your Honor,
22 that the majority of those factors really don't seem to be
23 at issue.

24 The factor that most prominently stands out in my mind
25 is the professional standing of counsel. I mean, every

1 single one of the Defense lawyers in their opening and/or
2 closing statements talked about what great lawyers we all
3 were. So I don't think they're going to contest that, at
4 least, I don't -- if we can get a copy of the transcript
5 because we could remind them of what they've already said.

6 The nature -- the first factor is the nature, extent,
7 difficulty of the case. One of the most challenging aspects
8 of this case was the fact that the events occurred in 2001
9 or 2002, very long time ago. It's difficult to investigate
10 a case that far back.

11 There were -- in addition to all the other claims that
12 we filed against the Defendants, there was the Unfair Trade
13 Practices Act, in particular, required us to prove that the
14 act was capable of repetition. And we did prove that it
15 was, in fact, repeated through much of the evidence that we
16 put up.

17 I have to say from the get-go, the Defendants talking
18 about the fact that this case could have settled, first of
19 all, I don't think we're allowed to talk about that pursuant
20 to the mediation rules in terms of what offers were made and
21 what the positions of the parties were during mediation.
22 But that, Your Honor, is -- I mean, it's just laughable --

23 THE COURT: I think what they're talking about is this
24 cause of action settling. I'm not sure. I did not take it
25 that the whole case could have settled, but this particular

1 cause of action would have been subject to settlement had
2 you anticipated the ruling as to damages.

3 MS. BARBIER: Well, Your Honor, I'm not really aware of
4 parties settling one claim and then going forward on the
5 rest of the claims. So, I mean, obviously, in settlement
6 negotiations in mediations, what is talked about is a full
7 release for all claims. And no, we were not -- we did not
8 accept their settlement offers, obviously, and the jury
9 awarded far in excess of what anybody offered the
10 Plaintiffs. So the fact that this did not settle -- and Mr.
11 Harte and his client didn't even show up for the mediation.
12 They didn't come.

13 And his -- I don't disagree with Mr. Griffin that there
14 were a lot of litigation and motions and pleadings filed by
15 Mr. Harte that made it particularly difficult and time
16 consuming to respond to. But many times, they joined in
17 those motions. Many times, they adopted those motions and
18 wanted to benefit from those motions. So I don't think it's
19 fair to apportion blame for some of the things that were
20 filed that we believed had no merit, but had to respond to
21 anyway.

22 There is no case law, nobody cited any case law that
23 says that there should be an apportionment of fees. The
24 fees under the Unfair Trade Practices Act and the case law,
25 the cases that we've cited are joint -- the Defendants are

1 jointly and severally liable for those.

2 And there is no finding amongst the jury here, as Mr.
3 Harte argues, that one party was more culpable than the
4 other. They awarded the same amount as to each Defendant.
5 And any finding contrary to that would be invading the
6 province of the jury.

7 So Mr. Harte makes his continuous argument that Josee
8 Riviere, there was no evidence against her, that this was --
9 or there was one conversation that led to the jury's
10 finding. None of that is supported by the evidence. There
11 was a multitude of evidence that was put forth against Ms.
12 Riviere. One single conversation would not have moved the
13 jury. It was the totality of the evidence against her. It
14 was the Facebook messages with Mr. Riviere. It was the Ring
15 doorbell footage that he sent to her. Their chummy text
16 messages. It was the timing of when she moved to Aiken and
17 when these videos started. You know, it was a culmination
18 of evidence that led the jury to finding that she acted
19 willfully and that she violated the Unfair Trade Practices
20 Act. So there is nothing to support his argument that she
21 is somehow less culpable than the others.

22 The cases that have been submitted, I'll start with the
23 Brawley case that Mr. Griffin sent in today. That is a case
24 that is under FOIA. And FOIA's attorney's fee provision is
25 far different than the Unfair Trade Practices Act. The FOIA

1 attorney's fee provision provides that the Court may award
2 attorney's fees and that the attorney's fees are limited to
3 the costs of the specific requests under FOIA that's made.
4 Whereas, in the Unfair Trade Practices Act, the awarding of
5 attorney's fees when a willful violation is found is
6 mandatory. It says it shall award -- the Court shall award
7 attorney's fees. And then it is that you get -- the
8 prevailing party gets reasonable attorney's fees and costs
9 for the cost of the litigation. It does not limit it to
10 just the cost of prosecuting the Unfair Trade Practice
11 claim.

12 And here, as recognized in the Maybank case, in the
13 Encore (ph) case, we're talking about the same facts and
14 circumstances for these causes of actions. The causes of
15 actions had different elements and different things that had
16 to be proven as to each of the claims, but at the end of the
17 day, they revolved around the same set of facts and
18 circumstances.

19 And both the Encore case, the Maybank case, all of
20 those stand for the proposition that there is no parsing out
21 of attorney's fees per claims for -- whether some claims
22 were successful and some claims were not. So those cases
23 support our position. They certainly don't help the
24 Defendants.

25 There is -- as Mr. Harte has argued, there is

1 absolutely zero authority that the Court consider a party's
2 ability to pay. The cases that he cited are divorce cases.
3 They have nothing to do with the Unfair Trade Practices Act.
4 He cited no authority for the apportionment of fees, neither
5 has Mr. Riviere.

6 The fee agreement amongst the Plaintiff is -- I mean,
7 we've told you it's a contingency fee agreement. And I
8 don't know why the Court would need that, but I think if we
9 needed to submit it in camera, we're happy to do that. If
10 the Court wants anything else submitted in camera as to the
11 specific time entries, we could do that, but any further
12 description of the services that were being provided would
13 invade the attorney/client privilege.

14 So it would be our position, Your Honor, that we cannot
15 give further description to the Defendants for that. But
16 there is very sufficient description. And other than the
17 e-mails that they've complained of, I don't know what other
18 descriptions they don't find reasonable, what other time
19 amounts spent on the litigation they don't find reasonable.

20 THE COURT: Let me ask you this, in your fee agreement,
21 do you specify a time billing as to a minimum time or how
22 each act will be billed?

23 MS. BARBIER: No, because the Plaintiffs didn't get
24 bills. I mean, I kept records of my time for the very
25 reason that we were suing under the Unfair Trade Practices

1 Act and I knew that this day might come. But the Plaintiffs
2 -- there was no agreement with respect to that. That's how
3 I bill all my clients in terms of -- when I have an hourly
4 case, I bill for all the e-mails that I read. I spend a
5 large portion of my day, as I'm sure most other people do as
6 well, reading e-mails. And particularly in this case, there
7 were a lot of e-mails. Mr. Harte, in particular, likes to
8 send a lot of e-mails. So we spent a lot of time reading
9 his e-mails, addressing his e-mails, trying to respond to
10 his e-mails.

11 THE COURT: So as to between you and your client,
12 because it was a contingency agreement, there's nothing in
13 there as to the recordkeeping or the amount of time
14 allocated for different activities?

15 MS. BARBIER: No, there's not. And there is a
16 provision that relates to if attorney's fees are awarded on
17 any of the claims how that can be treated.

18 THE COURT: Okay.

19 MS. BARBIER: And, Your Honor, one of the things I
20 think that needs to be taken into consideration is according
21 to the Defendants, and we don't know this yet because we
22 haven't started, you know, really digging into the assets
23 that are available to satisfy this judgment, but there may
24 not be sufficient assets to satisfy the judgment. And in
25 that case, a contingency award is reduced with the amount

1 that is recoverable. So I think the Court should consider
2 that, consider the fact that the amount of the verdict has
3 already been decreased.

4 One of the things that we are going to ask the Court to
5 do, Your Honor, is to appoint a receiver so that our clients
6 can have assurances when this verdict is upheld that the
7 assets that do exist will still exist to satisfy the
8 judgment.

9 THE COURT: That will be another hearing, I would
10 assume?

11 MS. BARBIER: I would think so if there's opposition.

12 But, Your Honor, I'm happy to address any of the
13 questions the Court might have. I still really -- other
14 than the e-mails, I don't know what it is amongst the
15 lodestar factors that the Defendants --

16 THE COURT: Have found unreasonable.

17 MS. BARBIER: Yeah. You know, the contingency of
18 compensation, we've talked about that, the fee customarily
19 charged in the locality. Contingencies are customary in
20 Aiken and everywhere throughout South Carolina. And then in
21 terms of the dollar -- you know, hourly rate of our fees,
22 those are our standard rates.

23 I've been practicing law for 31 years and Mr. Few and
24 Mr. Beasley have been practicing a significant amount of
25 time, too, and I don't think -- the Defendants have not put

1 forth that they believe those rates are unreasonable and
2 haven't presented any evidence that they are unreasonable.
3 So I don't know that the Court has any dispute on those
4 facts. But I'm happy to answer any questions that you have
5 on anything related to time entries or any of the factors.

6 THE COURT: Thank you, ma'am.

7 All right. Who wants to go next?

8 Mr. Beasley?

9 MR. BEASLEY: I mean, I don't think there's a whole lot
10 for me to add. I think Ms. Barbier covered everything. I
11 think everything is reasonable. You know, they're probably
12 forcing it, I don't keep up with as much as I actually do
13 with the rest of the time with this case because it could
14 have been a lot more probably. But I don't have a whole lot
15 to add. I don't think there's anything else I need to say.
16 I think Ms. Barbier covered everything.

17 THE COURT: And does your agreement have any sort of
18 provision as to your recordkeeping on time as to how it will
19 be allocated between the different activities?

20 MR. BEASLEY: No, Your Honor. We all have the same
21 agreement.

22 THE COURT: Okay. Thank you, sir.

23 Mr. Few, anything from you?

24 MR. FEW: Certainly, Your Honor. The typical provision
25 that I believe is in this agreement is to your point, and

1 while it wouldn't be necessary, it's customary for a person
2 taking a case on a contingent fee -- and, of course, when we
3 signed these clients up, we didn't know what claims we would
4 be bringing, so that's one thing to consider. We knew the
5 general nature of the claims, but we didn't know what all of
6 them would be. But it's customary and I believe it's in our
7 agreement, and we can certainly submit that, that if a
8 Plaintiff were to try to fire their attorneys, you know,
9 after a certain point that the attorney has a lien for the
10 amount of hourly provision that they would have put into the
11 case. So I don't think it's necessary.

12 And I think the case that Mr. Harte has cited, I don't
13 know if Ms. Barbier covered this, but that case, actually,
14 deals with a matter in which the existence of a fee
15 agreement was in dispute. Well, there's no dispute that we
16 have an agreement with these clients. There was testimony
17 at trial about how we met with them and actually told them
18 -- we were the ones that told them that these facts existed.
19 There was testimony about me meeting Heather in the parking
20 lot of the SLED Aiken DPS for her to watch the video for the
21 first time. They would have been signed up as clients
22 shortly thereafter. Just to correct the record.

23 The Crespo cases were filed at the time that the
24 Julianne Foster case was mediated and settled in November of
25 2022. But, Your Honor, as for my fee petition, I now know I

1 have the lowest hourly rate amongst the Plaintiff group.
2 Frankly, I think I missed some of my time getting in there
3 but due to the time constraints of having to get it filed,
4 we filed it as it. So my amount is, I think, \$142,918 and
5 we reconciled the cost.

6 Mr. Griffin, we can get all of that straight with Your
7 Honor, you know, reconciled from the filings because there
8 was some supplements.

9 Your Honor, I stated in my fee petition that I sent, I
10 just forwarded it to you again that Cassie had sent to me, I
11 didn't give a specific breakdown. That's never been my
12 practice. And the reason, I think, is because I started my
13 career defense firms and I write fairly detailed entries and
14 I take the provision -- the position that a lot of that is
15 going to be privileged as Ms. Barbier was referring to, but
16 I have that available. It's on a printout that we keep our
17 time. I use Cleo, which is an accepted timekeeping system.

18 So, you know, the fees -- that's really all I have to
19 add. I mean, nobody has argued -- Mr. Griffin and Mr.
20 McCulloch hasn't filed anything in opposition. These fee
21 petitions have been pending since October, so for months and
22 months and months. And all that they've done is provided a
23 case this morning that as Ms. Barbier pointed out is a
24 Freedom of Information Act case that actually involves,
25 basically, the Court of Appeals saying we're confused as to

1 what has happened in this record and we're remanding it.

2 I would, also, note that that was a FOIA case involving
3 Freedom of Information Act requests that were filed in 2014.
4 It's just now finally being decided. But that being aside,
5 that case really has no bearing whatsoever as to any matter
6 in this case for the reasons that Ms. Barbier has pointed
7 out. We have a "may" and we have a "shall" provision in
8 those enabling statutes.

9 I think it's, also, important, Your Honor, in the
10 factors that we laid out -- and one of the things that
11 hasn't -- not much has been mentioned, but when you look at
12 the time devoted to the case, which is factor number two, as
13 well as contingency of compensation and the beneficial
14 results obtained -- I mean, we took these cases knowing that
15 there was a chance that we could get zero. And the amount
16 of time that was put into them was substantial. The time
17 that was put into them was necessary.

18 And as Ms. Barbier has pointed out and our memo points
19 out, when the claims involve the same, basically, I'll use
20 the legal phrase, common nucleus of operative fact, it's not
21 appropriate to go in and have to parse out what was this and
22 what was that and what was the other. And everything here
23 revolves around the recording that took place in 2001 and
24 then -- but for the UTPA, we, also, had to establish the
25 capability of repetition, the fact that it was repeated.

1 And Defendants have made an argument here today as if
2 they made an offer of judgement on any one of these claims.
3 Well, they didn't. They contested every single thing that
4 we did. Mr. Riviere has invoked his Fifth Amendment
5 privilege, wouldn't answer any questions. And Josee's
6 testimony, as is evident from the jury's verdict, they just
7 didn't believe her testimony.

8 So, Your Honor, we think the petition stands for
9 itself. You know, the Court has already ruled that the
10 violation was willful and that the attorney's fees are
11 reasonable and there's been no real challenge to the
12 reasonableness of the attorney's fees as it relates to the
13 entirety of the case.

14 So for all the reasons that have been argued before,
15 that's really all I have to add to it with the
16 distinguishing factor that my fee petition has not been
17 submitted with the details.

18 And the arguments that are made to go through and when
19 Ms. Barbier has -- the amount of time that she has in this
20 case to just, you know, fly spec someone's entries and say
21 oh, you read e-mails. Well, when I was in defense firm
22 practice and even in my practice today, it's always been
23 common to bill a 0.2 for an e-mail. Because just let us all
24 recall when we're trying to do some substantive work on a
25 memo or prepare for a deposition or go through some of the

1 really, really complex things that we have to do and an
2 e-mail comes in and we think oh, let me just look at this
3 e-mail. Then two and a half hours later, you've gotten
4 pulled into something else.

5 So I just don't think the Defendants have made an
6 appropriate challenge to the petition. And if they felt
7 like they had an appropriate challenge, I believe they would
8 have filed a memorandum, which they chose not to do.

9 THE COURT: Thank you, sir. But Mr. Harte did file a
10 brief.

11 So Mr. Harte.

12 MR. HARTE: Thank you, Your Honor.

13 Let me try to address a couple of things that I think
14 are pretty important here. First of all, the issue of what
15 kind of a contract they have is very important in this
16 determination because they're entitled to recover actual
17 fees. If their contract does not have a provision which
18 allows them to bill the client for their hours, then they
19 can't claim that a fee obligation exist other than the
20 contingency.

21 Now, there are contracts for cases which are sort of
22 modified contingencies where they -- the contracts provide
23 that the client will pay on an hourly basis, but the fee
24 will not exceed the one-third of the amount recovered. Or
25 in some instances, the contracts say that the law firm will

1 maintain a record of the billing and whichever is greater
2 will be the fee.

3 And in this case, if this contract doesn't have
4 language to that effect, then they're attempting to charge
5 the Defendants fees that are not actually going to be
6 collected from their clients. And if the attorney does not
7 have the right to collect the fee from his client, then he
8 does not have the right to collect it from a Defendant in a
9 case where the attorney has accepted the risk of a
10 contingency fee.

11 Every case that involves a contingency carries with it
12 the risk that the attorney will expend a great number of
13 hours and the jury or whatever may not return a verdict that
14 gives him the results he wants to obtain. That happens -- I
15 would hate to try to count the number of times that lawyers
16 have done vast amounts of work only to have a jury to return
17 a verdict that was inadequate to compensate the lawyer for
18 the time he actually undertook.

19 The other thing I want to be clear on is that the
20 reason that we need to see their contract is because they're
21 asking you to do something that they are telling you they
22 did not contract for with their clients. Now, if they
23 concede that it's a pure contingency fee, and I think they
24 have conceded that, then my position is that that sets the
25 fee. And if their contingency is one-third or 40 percent or

1 whatever it is, they need to disclose that to the Court so
2 the Court can know what their actual fee is. They're not
3 entitled to collect something that is not an actual fee.

4 Now, the other part about it is, I'm just confused by
5 what was said about well, when we get an attorney's fee
6 award, the contract, there will be some allocation of it. I
7 don't understand this. If the client is not obligated to
8 pay the fee and this is an attempt to gain money which was
9 not awarded in the judgment for the client, then that just
10 doesn't work that way. They either are entitled to a fee
11 from their client and thus a fee from my client under the
12 Uniform Unfair Trade Practices Act or they're not.

13 So that issue is important and they should be required
14 to disclose that unless they agree that it is just a pure
15 contingency. And like I said, if it's a pure contingency,
16 then they need to tell us what percentage they agreed to
17 take was and that's what they're entitled to, that and no
18 more.

19 Your Honor, there are a couple of things that they say
20 that are just not straight up. One of them is this
21 continuing statement that there was this vast amount of
22 evidence that Josee Riviere was willfully engaging in an
23 unfair trade practice and there's this broad statement
24 there's this massive amount of evidence that it was
25 established that she repeated it. There's no such evidence

1 in the record.

2 But Your Honor sat through the trial, I'm not going to
3 try to tell you what you heard because you know what you
4 heard. And you made a good point in your order to discuss
5 the fact that there was very limited evidence. Candidly,
6 obviously, my position is there was not evidence sufficient
7 to get anywhere with it, but that's not the issue today.

8 Your Honor, the other part of this important matter
9 here is the law is quite clear that we have the right to
10 have you take into consideration the fact that we were
11 forced to defend against three causes of action that were
12 found to be not meritorious. And a great deal of these fees
13 that they're proposing to charge here are related to that.

14 In truth and in fact, this business about this massive
15 investigation, truth is SLED did the investigation for them
16 for the most part. They did a good bit of going in behind
17 SLED and I concede that, but that doesn't have anything to
18 do with the Unfair Trade Practice Act. The factual basis of
19 the Unfair Trade Practice cause of action was really quite
20 simple. And they don't have any evidence other than the
21 evidence that was consistent with what Josee Riviere told
22 them. It makes it totally unfair to say well, what another
23 defendant -- it's the same thing we ran into at the trial.
24 One defendant took the Fifth Amendment and, therefore,
25 you've got to penalize the other defendant because of that.

1 That's simply not accurate, Your Honor. Josee Riviere
2 testified in full.

3 I'll be candid with you. I don't want to comment on
4 the jury's verdict because that's not nice and I don't want
5 to be unkind, but the reality is you heard the testimony,
6 Your Honor, and you know what the record shows.

7 Now, it is -- I've cited law. The law is there. It's
8 clear. The award of fees is discretionary. Part of your
9 discretion is to allocate the fees as you deem to be
10 reasonable. It is unreasonable to have a person who has
11 performed nothing more than what Josee did in this case and
12 allocate to her an equal assessment of fees as you would
13 someone who is more culpable. But that's for you to decide,
14 Your Honor, and I want to emphasize that.

15 When Ms. Barbier says there's no law that allows you to
16 allocate fees, she overlooks the fact that time and again,
17 the cases say that the fee is a matter of discretion for the
18 Court. And I simply argue that the discretion extends to
19 the fact that you may allocate it as you think is reasonable
20 and just which does mean that you allocate it according to
21 fault in this case.

22 And, also, Your Honor, again, going back to the issue,
23 we are entitled to be given credit for the fact that my
24 client had to pay a substantial amount of money, about
25 \$75,000 not to defend against the Unfair Trade Practice Act,

1 but to defend against the claims that have proven to be
2 non-meritorious at the hands of a jury, which was clearly
3 given every opportunity to be displayed by a whole great
4 deal of evidence that really as to Josee Riviere should have
5 never been introduced. She was never connected to those
6 videos, Your Honor, never connected to them. In fact, I
7 think you made that comment from the bench during the trial.
8 And that never happened. But the bottom line is that the
9 jury made a finding that an Unfair Trade Practice act was
10 committed. Then Your Honor found that it was willful and
11 now, that's where we are.

12 I'm not trying to argue against the ruling or anything
13 of that nature, but I point out that when you come to the
14 question of how am I going to allocate these fees that you
15 have to take into consideration what is actually into the
16 record and supported thereby.

17 Now, as far as the motions that we filed, again, those
18 motions were directed at causes of action that were, in
19 fact, found to be non-meritorious. The jury did not find in
20 their favor on three of the four causes of action. And the
21 motion for summary judgment, while it wasn't granted, it
22 proves to have been correct. There was no evidence to
23 support those causes of action and so the jury found. So I
24 think we're entitled to have that considered as well.

25 Your Honor, as far as the work they performed, again,

1 they haven't presented any breakdown for what was done for
2 the Unfair Trade Practice. Now, I'm not sure that the issue
3 of whether there was a settlement -- good faith settlement
4 effort is actually a factor to be considered because it's
5 not in the six factors that are used in the cases, but I
6 think it is relevant to show that they continued on. I can
7 tell you now, I tried several times to elicit from them a
8 reasonable offer and there was never a reasonable offer.

9 I'm not sure about the business about we didn't show up
10 for mediation. I'm going to have to go back and look and
11 see how that mediation was set up. I'm not so sure we were
12 invited to be a part of that particular mediation. But I
13 don't see what difference that makes because they never made
14 us an offer that was anywhere within near the range of what
15 they knew the limitation was.

16 And here's the point of this, Your Honor, the law on
17 Unfair Trade Practices is as clear as it can be. The types
18 of damages that you can recover are just as simple as it can
19 possibly be for anyone who has studied the law. The idea
20 that they would come in and drag my client through a case in
21 which they're trying to collect damages that they know are
22 not lawfully collectible should be taken into consideration.

23 And, Your Honor, I can tell you, had I been offered an
24 opportunity to settle this case for what the real damages
25 were, trust me, it cost a lot more than that to go to trial.

1 I've got to say this, I can appreciate the fact that while
2 all these people have been practicing all this time, I mean,
3 I started in 1971 and I know a little bit about how the law
4 works.

5 And I can tell you this, I have settled many, many
6 causes of action where we only settled one claim and went to
7 trial on the rest. Ms. Barbier says that doesn't happen,
8 I'm sorry. I have had actual experience doing that numerous
9 times when we have a case where we've got four causes of
10 action. I know my client's is liable on one and we make a
11 settlement on that one and then we go to trial on what's
12 left. That is not uncommon.

13 I only say this, Your Honor, ultimately, at some point
14 in time, there has to be a recognition of what Josee
15 Riviere's responsibility in this matter actually was. And
16 when it comes time to apportion these fees, I'm simply
17 asking the Court to take into consideration what you heard
18 and saw at the trial. That is a very important factor in
19 the reasonableness of the fees.

20 And over and over again in the cases, what you hear --
21 and, candidly, the factors as to how fees are assessed,
22 those factors are the same in divorce and civil. They were
23 throwing out there well, that's a divorce case. It doesn't
24 matter, the standards are the same. And one of the
25 considerations is the ability to pay.

1 But aside from that, Your Honor, there's a question of
2 what is reasonable. Is it reasonable for a lawyer to have a
3 contingency fee case which limits their recovery of fees to
4 a percentage of the verdict and now they come in here and
5 say we don't like that contract now, that's not going to
6 give us enough money, so we want you to do something that we
7 didn't agree for our clients to do and we want to punish the
8 Defendants. And oh, by the way, we just didn't think about
9 how to write the contract, so we didn't include something
10 that gave us an override if we had expended a lot of hours
11 and the verdict was too low for our satisfaction. You take
12 a contingency case, you get what you sign up for. You don't
13 get to take more than that.

14 I think that pretty well covers it, Your Honor. I
15 stand by the brief that you have. I think there's ample law
16 in that brief to justify what I've asked you to do, which is
17 -- I understand you're going to have to award a fee and I
18 understand that, but I don't think it could exceed a small
19 percentage of what the -- or a reasonable percentage, a
20 third, 40 percent of what the jury awarded and what the
21 Court reduced it to. Because the truth of the matter, what
22 you reduced it to is what they should have been asking for
23 all along. They know they exceeded the statute and now,
24 they don't like it. And I'm sure sorry about that, not
25 sorry, really.

1 THE COURT: Counsel, this is what I would like to have.
2 Mr. Few, would you provide me in camera your record
3 time keeping. I think I have to review that in order to
4 make any decision whatsoever. I will keep that in camera
5 for you at this time.

6 If Defense counsel has any notations about that or any
7 objections to that, they can let me know.

8 Also, I would like the portion of your fee agreement
9 that deals with the lien provision should you part ways
10 before the trial and any portion of your fee agreement which
11 states the mode of your recordkeeping, any sort of minimum
12 time for activity. I know some fee agreements have gone
13 into you understand when we keep our records or when we bill
14 you, it's in increments of one-tenth of an hour and that
15 sort of thing. If you have that language in the agreement,
16 I want that provision. If you want to send me the whole
17 thing in camera, you can and then we'll determine if it's
18 necessary to share with Defense counsel any portions
19 pertinent and treated as a proprietary matter. But if you
20 want to just send me those provisions, that's, also,
21 sufficient.

22 Any response from Mr. Griffin, Mr. McCulloch?

23 MR. GRIFFIN: Yes, Your Honor, very briefly. The
24 Brawley case --

25 THE COURT: That's the case that came out -- I looked

1 at it again, but I didn't go over the fact portion. That's
2 where the councilman, I believe, she was asked for the FOIA
3 request. They submitted --

4 MR. GRIFFIN: Correct.

5 THE COURT: They didn't submit it on time, but then
6 they submitted some additional documents because it had to
7 do with some contracting Richland County was doing, I
8 believe; is that right?

9 MR. GRIFFIN: That's correct, Your Honor.

10 THE COURT: And then they strung it out and it turned
11 out to be an \$80,000 fee she was requesting?

12 MR. GRIFFIN: Sure.

13 THE COURT: And the Court said, you know, they gave you
14 everything you needed before you filed suit and, therefore,
15 we're going to take it to the pre-suit or at time of filing
16 suit fee and knock out the rest as superfluous.

17 MR. GRIFFIN: Well, the Court of Appeals remanded for
18 more specific findings and direction. But there's been an
19 argument here that this case should be limited to FOIA and
20 the Court of Appeals decision says we're not able to locate
21 binding precedent that establishes a more detailed framework
22 for deciding a request for fees under FOIA and then applies
23 the standard that applicable to all cases. And it cites the
24 Hensley case.

25 And as to this question about allocation, I have two

1 points there. One, in the Brawley case, even Judge
2 Benjamin, who was the trial judge at the time, in the
3 opinion on Page 16 says the Court's amended order modified
4 the award by claiming to deduct the time devoted to
5 Brawley's unsuccessful injunctive relief claim, the County's
6 successful motion to dismiss appellate matters and a 50
7 percent reduction for certain work to account for tasks
8 Brawley's counsel performed on behalf of the co-plaintiff
9 who was dismissed at the case's beginning. The Court then
10 goes on to say there's an \$80,000 fee and was only reduced
11 by \$419 less than the original award and they find it
12 impossible how that occurred, how it was only that amount.
13 Another significant part of the decision, it says a
14 reasonable fee must include only reasonable expended hours
15 and must be proportional to the degree of success obtained.

16 And then the question of allocation, Ms. Barbier argued
17 that there's been no authority for this. I would cite the
18 Taylor V. Nix case, 307 South Carolina 551. It's a 1992
19 case from the Supreme Court. And, Your Honor, it was a
20 statutory attorney's fee claim. And here, it says the
21 Defendant's attorney argued fees related to the nonstatutory
22 cause of action should have been excluded. And the Supreme
23 Court says we agree.

24 And then it goes on to talk about that this approach
25 requires the party asserting the right to attorney's fees to

1 produce an itemized affidavit of their fees that they
2 believe are related to the statutory claim. Now, we know
3 that's not happened here. They've submitted fees for -- the
4 application for all fees related to all claims.

5 And then it says the opposing party then has the burden
6 of showing which of the fees are clearly unrelated. And,
7 again, that's -- one of our complaints about what we've seen
8 is, A, there's been no effort to allocate. B, we can't tell
9 from the descriptions what these fees are.

10 And then lastly, Your Honor's obligation, according to
11 the Brawley opinion says the law requires a trial court to
12 base fee awards on a sound evidentiary basis and to
13 adequately explain the award with specific findings or else
14 the fee award will constitute an abuse of discretion
15 warranting reversal. Not only can we not decipher what
16 claims -- what time and effort were limited to the statutory
17 Unfair Trade Practice claim, nor can Your Honor based on
18 this record.

19 So that's our argument. Thank you.

20 THE COURT: Thank you, sir.

21 MR. FEW: Your Honor, if I may comment about the
22 Brawley case. I read it after it was submitted. I read it
23 when it came out. The Court there was simply confused.
24 They refer to two problems. And I want to quote, this is
25 from Page 9 of 16 of that order. It said, the Court's

1 original order was a brief three pages, did not explicitly
2 review the time submitted by Brawley's attorneys and then
3 awarded the requested fees in full. The Court's amended
4 order modified the award by claiming to deduct the time
5 devoted to Brawley's unsuccessful injunctive relief claim,
6 the County's successful motions to dismiss appellate
7 matters, a 50 percent reduction for certain work to account
8 for tasks Brawley's counsel performed on behalf of the
9 co-plaintiff that was dismissed. All of these claimed
10 deductions somehow resulted in a new award of \$80,845.71,
11 which was only \$419.25 less than the original award. We
12 find it impossible to see how the above-described deductions
13 totaled only \$400. The record was not clear. That's not
14 what's before us.

15 In addition -- and I didn't catch the case that Mr.
16 Griffin cited, but when you --

17 THE COURT: Taylor, 307 S.C. 551.

18 MR. GRIFFIN: Taylor V. Nix, yes, sir.

19 MR. FEW: 307 S.C.?

20 THE COURT: 551.

21 MR. FEW: Okay. When the claims all center around the
22 same common nucleus of operative fact, it's not reduced for
23 different claims. That's in the federal law. That's in
24 Hensley vs. Eckerhart. Hensley vs. Eckerhart is cited in
25 our cases. If they knew they had good law on that issue,

1 this Court would have had a brief from them on it. So we
2 will certainly take a look at Taylor and provide comments on
3 that if the Court will allow.

4 THE COURT: Here's what I'm going to do, I'm going to
5 give y'all till next Tuesday to give me everything you want.
6 I don't think I'll have anything ready to send out by
7 Tuesday, the 28th, I guess. You can send me anything
8 additional up until that date.

9 MR. FEW: Thank you, Your Honor.

10 THE COURT: Anyone.

11 Yes, sir, Mr. Harte.

12 MR. HARTE: Just briefly, this business about
13 appointing a receiver, Your Honor, assuming that there's a
14 reasonable award of fees --

15 THE COURT: That's not before me right now.

16 MR. HARTE: I understand. I'm just putting the
17 Plaintiffs on notice that we are -- assuming the fee is
18 reasonable, we're not going to force you to appoint a
19 receiver.

20 THE COURT: Okay. Thank you, sir.

21 I'll see what y'all come up with after y'all get me
22 everything.

23 Thank you very much. Y'all stay safe.

24 MR. FEW: Thank you, Your Honor.

25 MR. GRIFFIN: Thank you.

1 MS. BARBIER: Thank you, Judge.

2 MR. HARTE: Thank you, Judge.

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CERTIFICATE OF TRANSCRIBER

I, PENNY M. JOHNSON, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

April 6, 2025

Penny M. Johnson
Penny M. Johnson
Transcriber



Aiken County Second Judicial Circuit Public Index



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The State of South Carolina VS Rhett Riviere

Case Number:	2021A0210700228	Court Agency:	General Sessions	Filed Date:	06/04/2021
Case Type:	Criminal-Clerk	Case Sub Type:	180 Day Track		
Status:	Pending/2nd Appearance	Assigned Judge:	Rushton, Patricia Yvonne Arthur	Disposition Judge:	
Disposition:					
Disposition Date:		Date Received:	06/04/2021	Arrest Date:	06/02/2021
Law Enf. Case:		True Bill Date:	01/30/2025	No Bill Date:	
Prosecutor Case:		Indictment Number:	2025GS0200249	Waiver Date:	
Probation Case:					

Case Parties Charges Sentencing Associated Cases **Actions** Financials Bonds

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
McCulloch, Joseph M. Jr.	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Weeks, John William	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Griffin, James Mixon	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Griffin, James Mixon	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		05/15/2025-16:42		
McCulloch, Joseph M. Jr.	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		05/15/2025-16:42		
Weeks, John William	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		05/15/2025-16:42		
Weeks, John William	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		04/16/2025-12:07		
McCulloch, Joseph M. Jr.	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		04/16/2025-12:07		
Griffin, James Mixon	5/16/2025_PDST_Roster/Notice of Case Roster Publication Sent	Action		04/16/2025-12:07		
Riviere, Rhett	Other/Misc Files	Filing		01/30/2025-16:45		
Riviere, Rhett	Letter/Letter of Representation	Filing		10/04/2024-11:30		
Riviere, Rhett	Letter/Letter of Representation	Filing		09/26/2024-15:53		
Riviere, Rhett	Filing/Media Coverage for Ct. Proceedings x 3	Filing		02/13/2024-15:22		
McCulloch, Joseph M. Jr.	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
Weeks, John William	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
Riviere, Rhett	Motion/Discovery	Motion		06/26/2023-12:16		
Riviere, Rhett	Letter/Letter of Representation	Filing		06/26/2023-12:13		
Riviere, Rhett	Letter/Letter of Representation	Filing		08/22/2022-09:53		

Riviere, Rhett	Filing/ Property Receipt	Filing		07/29/2022-11:38		
Weeks, John William	12/13/2021_TRLDK_Roster/Notice of Case Roster Publication Se	Action		11/08/2021-11:27		
Harte, John W	12/13/2021_TRLDK_Roster/Notice of Case Roster Publication Se	Action		11/08/2021-11:27		
McCulloch, Joseph M. Jr.	12/13/2021_TRLDK_Roster/Notice of Case Roster Publication Se	Action		11/08/2021-11:27		
Riviere, Rhett	Filing of Second Appearance Report	Filing		09/30/2021-17:09		
McCulloch, Joseph M. Jr.	10/8/2021_PDSA_Roster/Notice of Case Roster Publication Sent	Action		09/23/2021-09:05		
Harte, John W	10/8/2021_PDSA_Roster/Notice of Case Roster Publication Sent	Action		09/23/2021-09:05		
Weeks, John William	10/8/2021_PDSA_Roster/Notice of Case Roster Publication Sent	Action		09/23/2021-09:05		
Weeks, John William	8/6/2021_PDIA_Roster/Notice of Case Roster Publication Sent	Action		07/21/2021-13:18		
Harte, John W	8/6/2021_PDIA_Roster/Notice of Case Roster Publication Sent	Action		07/21/2021-13:18		
McCulloch, Joseph M. Jr.	8/6/2021_PDIA_Roster/Notice of Case Roster Publication Sent	Action		07/21/2021-13:18		
Riviere, Rhett	Filing/First Appearance Affidavit	Filing		06/22/2021-14:52		
Riviere, Rhett	Motion/Discovery	Motion		06/14/2021-12:41		
Riviere, Rhett	Letter/Letter of Representation (Copy)	Filing		06/14/2021-12:41		
Riviere, Rhett	Bond/Bond Paperwork	Filing		06/04/2021-15:04		
Riviere, Rhett	Preliminary Appt of PD	Filing		06/04/2021-15:04		
Riviere, Rhett	Notice/Notice Initial Appearance	Filing		06/04/2021-15:04		
Riviere, Rhett	Filing/Case File	Filing		06/04/2021-15:04		



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The State of South Carolina VS Rhett Riviere

Case Number:	2022A0210700181	Court Agency:	General Sessions	Filed Date:	07/29/2022
Case Type:	Criminal-Clerk	Case Sub Type:	180 Day Track		
Status:	Pending/2nd Appearance	Assigned Judge:	Rushton, Patricia Yvonne Arthur	Disposition Judge:	
Disposition:					
Disposition Date:		Date Received:	07/29/2022	Arrest Date:	07/28/2022
Law Enf. Case:		True Bill Date:	01/30/2025	No Bill Date:	
Prosecutor Case:		Indictment Number:	2025GS0200250	Waiver Date:	
Probation Case:					

Case Parties **Charges** **Sentencing** **Associated Cases** **Actions** **Financials** **Bonds**

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Weeks, John William	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
McCulloch, Joseph M. Jr.	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Griffin, James Mixon	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Riviere, Rhett	Other/Misc Files	Filing		01/30/2025-16:46		
Riviere, Rhett	Letter/Letter of Representation	Filing		10/04/2024-11:30		
Riviere, Rhett	Letter/Letter of Representation	Filing		09/26/2024-15:52		
Riviere, Rhett	Filing/Media Coverage of Ct. Proceedings x 3	Filing		02/13/2024-15:24		
Weeks, John William	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
McCulloch, Joseph M. Jr.	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
Riviere, Rhett	Motion/Discovery	Motion		06/26/2023-12:17		
Riviere, Rhett	Letter/Letter of Representation	Filing		06/26/2023-12:17		
Riviere, Rhett	Preliminary Hearing Transcript	Filing		12/02/2022-13:02		
Riviere, Rhett	Filing of Second Appearance Report	Filing		11/01/2022-09:55		
McCulloch, Joseph M. Jr.	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/31/2022-09:01		
Weeks, John William	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/31/2022-09:01		
Weeks, John William	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/20/2022-11:22		
McCulloch, Joseph M. Jr.	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/20/2022-11:22		
Riviere, Rhett	Filing/First Appearance Affidavit	Filing		08/31/2022-12:51		

Riviere, Rhett	Letter/Letter of Representation	Filing		08/22/2022-09:50		
Harte, John W	9/2/2022_PDIA_Roster/Notice of Case Roster Publication Sent	Action		08/17/2022-11:17		
Weeks, John William	9/2/2022_PDIA_Roster/Notice of Case Roster Publication Sent	Action		08/17/2022-11:17		
Riviere, Rhett	Motion/Discovery	Motion		08/04/2022-08:57		
Riviere, Rhett	Request/Demand for Jury Trial	Filing		08/04/2022-08:49		
Riviere, Rhett	Letter/Letter of Representation	Filing		08/04/2022-08:49		
Riviere, Rhett	Bond/Bond Paperwork	Filing		07/29/2022-15:40		
Riviere, Rhett	Notice/Notice Initial Appearance	Filing		07/29/2022-15:39		
Riviere, Rhett	Preliminary Appt of PD	Filing		07/29/2022-15:38		
Riviere, Rhett	Filing/Case File	Filing		07/29/2022-15:21		

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The State of South Carolina VS Rhett Riviere

Case Number:	2022A0210700182	Court Agency:	General Sessions	Filed Date:	07/29/2022
Case Type:	Criminal-Clerk	Case Sub Type:	180 Day Track		
Status:	Pending/2nd Appearance	Assigned Judge:	Rushton, Patricia Yvonne Arthur	Disposition Judge:	
Disposition:					
Disposition Date:		Date Received:	07/29/2022	Arrest Date:	07/28/2022
Law Enf. Case:		True Bill Date:	01/30/2025	No Bill Date:	
Prosecutor Case:		Indictment Number:	2025GS0200251	Waiver Date:	
Probation Case:					

Case Parties Charges Sentencing Associated Cases **Actions** Financials Bonds

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Weeks, John William	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
McCulloch, Joseph M. Jr.	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Griffin, James Mixon	10/13/2025_TRLDK_Roster/Notice of Case Roster Publication Se	Action		09/15/2025-16:36		
Riviere, Rhett	Other/Misc Files	Filing		01/30/2025-16:46		
Riviere, Rhett	Letter/Letter of Representation	Filing		10/04/2024-11:30		
Riviere, Rhett	Letter/Letter of Representation	Filing		09/26/2024-15:50		
Riviere, Rhett	Filing/Media Coverage of Ct. Proceedings x 3	Filing		02/13/2024-15:25		
Weeks, John William	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
McCulloch, Joseph M. Jr.	2/13/2024_PRTRD_Roster/Notice of Case Roster Publication Sen	Action		02/12/2024-15:36		
Riviere, Rhett	Motion/Discovery	Motion		06/26/2023-12:18		
Riviere, Rhett	Letter/Letter of Representation	Filing		06/26/2023-12:18		
Riviere, Rhett	Preliminary Hearing Transcript	Filing		12/02/2022-13:02		
Riviere, Rhett	Filing of Second Appearance Report	Filing		11/01/2022-09:56		
McCulloch, Joseph M. Jr.	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/31/2022-09:01		
Weeks, John William	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/31/2022-09:01		
Weeks, John William	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/20/2022-11:22		
McCulloch, Joseph M. Jr.	11/4/2022_PDSA_Roster/Notice of Case Roster Publication Sent	Action		10/20/2022-11:22		
Riviere, Rhett	Filing/First Appearance Affidavit	Filing		08/31/2022-12:53		

Riviere, Rhett	Letter/Letter of Representation	Filing		08/22/2022-09:50		
Harte, John W	9/2/2022_PDIA_Roster/Notice of Case Roster Publication Sent	Action		08/17/2022-11:17		
Weeks, John William	9/2/2022_PDIA_Roster/Notice of Case Roster Publication Sent	Action		08/17/2022-11:17		
Riviere, Rhett	Motion/Discovery	Motion		08/04/2022-08:58		
Riviere, Rhett	Request/Demand for Jury Trial	Filing		08/04/2022-08:57		
Riviere, Rhett	Letter/Letter of Representation	Filing		08/04/2022-08:57		
Riviere, Rhett	Bond/Bond Paperwork	Filing		07/29/2022-15:40		
Riviere, Rhett	Notice/Notice Initial Appearance	Filing		07/29/2022-15:39		
Riviere, Rhett	Preliminary Appt of PD	Filing		07/29/2022-15:38		
Riviere, Rhett	Filing/Case File	Filing		07/29/2022-15:23		

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Salvia Miller , plaintiff, et al VS Rhett Riviere

Case Number:	2020CP0201616	Court Agency:	Common Pleas	Filed Date:	08/28/2020
Case Type:	Common Pleas	Case Sub Type:	Personal Injury 350	File Type:	Mediator - Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Dismissed per Rule 41(a)	Disposition Date:	06/16/2021	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Simmons, Jada	ADR/Notice of ADR	Action		07/04/2021-09:50	06/16/2021-09:50	
Riviere, Rhett	NEF(06-16-2021 02:51:01 PM) Stipulation Of Dismissal	Filing		06/16/2021-15:05		
Riviere, Rhett	Stipulation Of Dismissal	Filing		06/16/2021-14:51	06/16/2021-14:51	
Simmons, Jada	NEF(04-05-2021 09:50:11 AM) ADR/Notice of ADR	Filing		04/05/2021-09:53	06/16/2021-09:53	
Miller, Salvia	ADR/Alternative Dispute Resolution (Workflow)	Action		03/26/2021-12:38	04/05/2021-12:38	
Riviere, Rhett	NEF(02-22-2021 09:54:36 AM) Answer/Amended Answer	Filing		02/22/2021-10:06	06/16/2021-10:06	
Riviere, Rhett	Answer/Amended Answer	Filing		02/22/2021-09:54	06/16/2021-09:54	
Riviere, Rhett	NEF(02-16-2021 08:48:33 AM) Order/Consent Order	Filing		02/16/2021-08:48	06/16/2021-08:48	
Riviere, Rhett	Consent Order Granting Defendant's Motion to Amend	Order		02/16/2021-08:48	06/16/2021-08:48	
Riviere, Rhett	NEF(02-15-2021 04:20:05 PM) Proposed Order/Consent Order	Filing		02/15/2021-16:29	06/16/2021-16:29	
Riviere, Rhett	Order/Order Cover Sheet \$25.00	Filing		02/15/2021-16:20	06/16/2021-16:20	
Riviere, Rhett	NEF(02-01-2021 04:11:59 PM) Motion/Alter and/or Amend	Filing		02/01/2021-16:21	06/16/2021-16:21	
Riviere, Rhett	Motion/Alter and/or Amend	Motion		02/01/2021-16:11	02/16/2021-16:11	

Riviere, Rhett	NEF(11-17-2020 03:54:54 PM) Notice/Notice of Appearance	Filing		11/17/2020-15:55	06/16/2021-15:55	
Riviere, Rhett	Notice/Notice of Appearance	Filing		11/17/2020-15:54	06/16/2021-15:54	
Riviere, Rhett	NEF(11-02-2020 09:25:36 AM) Answer/Answer	Filing		11/02/2020-10:40	06/16/2021-10:40	
Riviere, Rhett	Answer/Answer	Filing		11/02/2020-09:25	06/16/2021-09:25	
Riviere, Rhett	NEF(09-23-2020 05:44:07 PM) Service/Acceptance Of Servic...	Filing		09/24/2020-09:25	06/16/2021-09:25	
Riviere, Rhett	Service/Acceptance Of Service on Rhett Riviera	Filing		09/23/2020-17:44	06/16/2021-17:44	
Riviere, Rhett	NEF(09-23-2020 05:23:26 PM) Notice/Notice of Appearance	Filing		09/23/2020-17:23	06/16/2021-17:23	
Riviere, Rhett	Notice/Notice of Appearance	Filing		09/23/2020-17:23	06/16/2021-17:23	
Simmons, Jada	NEF(09-23-2020 03:38:59 PM) Amended/Amended Summons And ...	Filing		09/23/2020-16:31	06/16/2021-16:31	
Simmons, Jada	Add Party to Case	Filing		09/23/2020-15:38	06/16/2021-15:38	
Simmons, Jada	Amended/Amended Summons And Complaint	Filing		09/23/2020-15:38	06/16/2021-15:38	
Miller, Salvia	NEF(09-09-2020 02:42:42 PM) Service/Affidavit Of Service	Filing		09/09/2020-15:59	06/16/2021-15:59	
Miller, Salvia	Service/Affidavit Of Service on Rhett Riviera	Filing		09/09/2020-14:42	06/16/2021-14:42	
Miller, Salvia	Summons & Complaint	Filing		08/28/2020-12:38	06/16/2021-12:38	



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Michele Jain VS Chase Enterprises Llc , defendant, et al

Case Number:	2021CP0200333	Court Agency:	Common Pleas	Filed Date:	02/16/2021
Case Type:	Common Pleas	Case Sub Type:	Premises Liab 330	File Type:	Mediator - Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Dismissed per Rule 41(a)	Disposition Date:	10/11/2021	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Judgments

Tax Map Information

Associated Cases

Actions

Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Jain, Michele	ADR/Notice of ADR	Action		01/05/2022-10:55	10/11/2021-10:55	
Jain, Michele	NEF(10-11-2021 01:52:55 PM) Stipulation Of Dismissal	Filing		10/11/2021-14:06		
Jain, Michele	Stipulation Of Dismissal with Prejudice	Filing		10/11/2021-13:52	10/11/2021-13:52	
Jain, Michele	NEF(10-07-2021 10:55:11 AM) ADR/Notice of ADR	Filing		10/07/2021-10:55	10/11/2021-10:55	
Jain, Michele	ADR/Alternative Dispute Resolution (Workflow)	Action		09/14/2021-10:53	01/05/2022-10:53	
Jain, Michele	NEF(06-09-2021 02:15:29 PM) Service/Affidavit Of Service	Filing		06/09/2021-14:22	10/11/2021-14:22	
Jain, Michele	Service/Affidavit Of Service on Katherine Thomas	Filing		06/09/2021-14:15	10/11/2021-14:15	
Riviere, Rhett	NEF(05-06-2021 10:26:37 AM) Answer/Answer	Filing		05/06/2021-10:34	10/11/2021-10:34	
Riviere, Rhett	Answer/Answer	Filing		05/06/2021-10:26	10/11/2021-10:26	
Riviere, Rhett	Notice/Notice of Appearance	Filing		05/06/2021-10:26	10/11/2021-10:26	
Jain, Michele	NEF(03-12-2021 10:57:46 AM) Service/Acceptance Of Servic...	Filing		03/12/2021-11:45	10/11/2021-11:45	
Jain, Michele	Service/Acceptance Of Service on Rhett Riviere	Filing		03/12/2021-10:57	10/11/2021-10:57	
Jain, Michele	Service/Acceptance Of Service on Chase	Filing		03/12/2021-10:57	10/11/2021-10:57	

	Enterprises Llc					
Jain, Michele	Service/Acceptance Of Service on Chase Enterprises, Llc Of S	Filing		03/12/2021- 10:57	10/11/2021- 10:57	
Jain, Michele	Letter/Letter	Filing		03/12/2021- 10:57	10/11/2021- 10:57	
Riviere, Rhett	NEF(03-11-2021 01:15:32 PM) Notice/Notice of Appearance	Filing		03/11/2021- 13:15	10/11/2021- 13:15	
Riviere, Rhett	Notice/Notice of Appearance	Filing		03/11/2021- 13:15	10/11/2021- 13:15	
Jain, Michele	Summons & Complaint	Filing		02/16/2021- 10:53	10/11/2021- 10:53	 

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Julianne Foster , plaintiff, et al VS Rhett Riviere , defendant, et al

Case Number:	2021CP0200889	Court Agency:	Common Pleas	Filed Date:	04/28/2021
Case Type:	Common Pleas	Case Sub Type:	Person Inj/Other 399	File Type:	Mediator - Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Judgments

Tax Map Information

Associated Cases

Actions

Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Foster, Julianne	NEF(09-08-2025 02:55:25 PM) Remittitur From Court Of App...	Filing		09/08/2025-14:56		
Foster, Julianne	Remittitur From Court Of Appeals	Filing		09/08/2025-14:55		
Foster, Julianne	NEF(03-04-2024 11:04:34 AM) ADR/Proof of ADR	Filing		03/04/2024-11:04		
Foster, Julianne	ADR/Proof of ADR (AT AN IMPASSE)	Action		03/04/2024-11:04		
Airbnb Inc	NEF(09-15-2023 05:09:22 PM) Appeal/Notice of Appeal to C...	Filing		09/18/2023-08:50		
Airbnb Inc	Appeal/Notice of Appeal to Court of Appeals	Filing		09/15/2023-17:09		
Airbnb Inc	NEF(09-13-2023 03:28:50 PM) Order/Other	Filing		09/13/2023-15:29		
Airbnb Inc	Order Denying Airbnb's Motion to Compel Arbitration	Order		09/13/2023-15:28		
Airbnb Inc	NEF(09-13-2023 12:22:04 PM) Order/Order Cover Sheet \$25....	Filing		09/13/2023-12:27		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		09/13/2023-12:22		
Airbnb Inc	NEF(08-30-2023 03:51:02 PM) Proposed Order/Other	Filing		08/31/2023-10:57		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/30/2023-15:51		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/30/2023-15:51		
Foster, Julianne	NEF(08-24-2023 11:32:43 AM) Order/Rule To Show Cause	Filing		08/24/2023-11:33		
Foster, Julianne	Order/Rule To Show Cause	Order		08/24/2023-11:32		
Airbnb Inc	NEF(08-24-2023 11:32:15 AM) Order/Stay	Filing		08/24/2023-11:32		
Airbnb Inc	Order/Stay	Order		08/24/2023-11:32		
Airbnb Inc	NEF(08-17-2023 02:32:01 PM) Proposed Order/Stay	Filing		08/17/2023-15:04		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/17/2023-14:32		

Harte, John W	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harte, John W	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harte, John W	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harte, John W	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Few, Wesley D.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Few, Wesley D.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Few, Wesley D.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Few, Wesley D.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barbier, Deborah B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barbier, Deborah B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barbier, Deborah B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barbier, Deborah B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Beasley, Ryan Lewis	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Beasley, Ryan Lewis	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Beasley, Ryan Lewis	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Beasley, Ryan Lewis	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Wlodarczyk, Damon Christian	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Wlodarczyk, Damon Christian	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Wlodarczyk, Damon Christian	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Wlodarczyk, Damon Christian	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Ashmore, Beattie B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Ashmore, Beattie B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Ashmore, Beattie B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Ashmore, Beattie B.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Fox, Margaret Nicole	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Fox, Margaret Nicole	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Fox, Margaret Nicole	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Fox, Margaret Nicole	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Griffin, James Mixon	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Griffin, James Mixon	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Griffin, James Mixon	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Griffin, James Mixon	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		

Sestito, Dawn	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Sestito, Dawn	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Sestito, Dawn	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Sestito, Dawn	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Schillaci, Kathy R.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Schillaci, Kathy R.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Schillaci, Kathy R.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Schillaci, Kathy R.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
McCulloch, Joseph M. Jr.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
McCulloch, Joseph M. Jr.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
McCulloch, Joseph M. Jr.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
McCulloch, Joseph M. Jr.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Taylor, Damali	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Taylor, Damali	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Taylor, Damali	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Taylor, Damali	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Brown, C. Mitchell	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Brown, C. Mitchell	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Brown, C. Mitchell	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Brown, C. Mitchell	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barber, Phillip Donald	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barber, Phillip Donald	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barber, Phillip Donald	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Barber, Phillip Donald	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harpootlian, Richard A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harpootlian, Richard A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harpootlian, Richard A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Harpootlian, Richard A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Williams, Blake Terence	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Williams, Blake Terence	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Williams, Blake Terence	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Williams, Blake Terence	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		

Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Airbnb Inc	NEF(08-09-2023 11:25:44 AM) Reply/Other	Filing		08/09/2023-11:35		
Airbnb Inc	Reply in Support of the Joint Motion to Acknowledge the Auto	Filing		08/09/2023-11:25		
Foster, Julianne	NEF(07-31-2023 05:54:57 PM) Response	Filing		08/01/2023-08:37		
Foster, Julianne	Response in Opposition to Joint Motion	Filing		07/31/2023-17:54		
Foster, Julianne	NEF(07-28-2023 03:12:54 PM) Reply/Other	Filing		07/28/2023-15:14		
Foster, Julianne	NEF(07-28-2023 03:11:50 PM) Response	Filing		07/28/2023-15:13		
Foster, Julianne	Reply to Response in Opposition for Rule to Show Cause	Filing		07/28/2023-15:12		
Foster, Julianne	Response in Opposition to Supplemental Memo in Support	Filing		07/28/2023-15:11		
Airbnb Inc	NEF(07-28-2023 12:21:52 PM) Motion/Stay	Filing		07/28/2023-12:56		
Airbnb Inc	Motion to Acknowledge the Automatic Stay Applies	Motion		07/28/2023-12:21		
Riviere, Rhett	NEF(07-28-2023 08:44:41 AM) Appeal/Notice of Appeal to C...	Filing		07/28/2023-08:55		
Riviere, Rhett	Appeal/Notice of Appeal to Court of Appeals	Filing		07/28/2023-08:44		
Foster, Julianne	NEF(07-27-2023 12:41:22 PM) Proposed Order/Rule To Show ...	Filing		07/27/2023-12:45		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		07/27/2023-12:41		
Airbnb Inc	NEF(07-26-2023 04:44:59 PM) Memo/Memo in Opposition	Filing		07/26/2023-16:50		
Airbnb Inc	Response in Opposition to Motion for Rule to Show Cause	Filing		07/26/2023-16:44		
Airbnb Inc	NEF(07-26-2023 01:41:22 PM) Order/Other	Filing		07/26/2023-13:41		
Airbnb Inc	Order Denying Motions to Compel Arbitration and Dismiss	Order		07/26/2023-13:41		
Airbnb Inc	NEF(07-24-2023 04:03:38 PM) Proposed Order/Other	Filing		07/24/2023-16:06		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		07/24/2023-16:03		
Airbnb Inc	NEF(07-21-2023 02:27:03 PM) Memo/Memo	Filing		07/21/2023-15:43		
Airbnb Inc	Supplemental Memo in Support of Motion to Compel Arbitration	Filing		07/21/2023-14:27		
Foster, Julianne	NEF(06-29-2023 09:27:25 PM) Letter/Letter	Filing		06/30/2023-08:49		
Foster, Julianne	Letter/Letter	Filing		06/29/2023-21:27		
Airbnb Inc	NEF(06-21-2023 08:48:29 PM) Motion/Other	Filing		06/22/2023-09:02		
Airbnb Inc	MOTION TO CONFIRM CONFIDENTIAL DESIGNATIONS IN JUNE 5, 2023	Motion		06/21/2023-20:48		
Foster, Julianne	NEF(06-21-2023 01:01:53 PM) Order/Other	Filing		06/21/2023-13:02		
Foster, Julianne	Order/Motions Under Advisement	Order		06/21/2023-13:01		
Airbnb Inc	NEF(06-16-2023 05:30:12 PM) Letter/Letter	Filing		06/19/2023-08:39		
Airbnb Inc	Letter/Letter to Judge Maddox	Filing		06/16/2023-17:30		

Foster, Julianne	NEF(06-16-2023 12:49:18 PM) Letter/Letter	Filing		06/16/2023-12:51		
Foster, Julianne	Letter/Letter	Filing		06/16/2023-12:49		
Airbnb Inc	NEF(06-14-2023 09:20:08 AM) Letter/Letter	Filing		06/14/2023-09:28		
Airbnb Inc	Letter/Letter to Judge Maddox	Filing		06/14/2023-09:20		
Airbnb Inc	NEF(06-12-2023 02:52:04 PM) Reply/Other	Filing		06/12/2023-15:12		
Airbnb Inc	NEF(06-12-2023 02:49:53 PM) Reply/Other	Filing		06/12/2023-15:08		
Airbnb Inc	Reply in Support of Motion to Stay	Filing		06/12/2023-14:52		
Airbnb Inc	Reply in Support of Motion to Compel Arbitration	Filing		06/12/2023-14:49		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Włodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Foster, Julianne	NEF(06-08-2023 03:50:13 PM) Response	Filing		06/08/2023-15:55		
Foster, Julianne	Response Opposing Motion for Reconsideration	Filing		06/08/2023-15:50		
Foster, Julianne	NEF(06-08-2023 10:59:24 AM) Motion/Rule to Show Cause	Filing		06/08/2023-11:05		
Foster, Julianne	Motion/Rule to Show Cause	Motion		06/08/2023-10:59	06/13/2023-10:59	
Foster, Julianne	Motion/Rule to Show Cause	Motion		06/08/2023-10:59	06/13/2023-10:59	
Airbnb Inc	NEF(06-07-2023 11:08:48 AM) Order/Sanctions	Filing		06/07/2023-11:09		
Airbnb Inc	Order Denying Emergency Motion to Compel/Motion for Sanction	Order		06/07/2023-11:08		

Foster, Julianne	NEF(06-06-2023 07:50:29 PM) Response	Filing		06/07/2023-08:44		
Foster, Julianne	NEF(06-06-2023 07:47:33 PM) Response	Filing		06/07/2023-08:38		
Foster, Julianne	Response in Opposition to Airbnb's Motion/Compel Arbitration	Filing		06/06/2023-19:50		
Foster, Julianne	Response in Opposition to Airbnb's Motion to Stay	Filing		06/06/2023-19:47		
Airbnb Inc	NEF(06-05-2023 10:24:04 AM) Motion/Reconsider	Filing		06/05/2023-10:33		
Airbnb Inc	Motion/Reconsider	Motion		06/05/2023-10:24	06/05/2023-10:24	
Airbnb Inc	Letter/Letter	Filing		06/05/2023-10:24		
Airbnb Inc	NEF(06-02-2023 03:02:40 PM) Filing/Other	Filing		06/02/2023-15:31		
Airbnb Inc	Objections to Proposed Order	Filing		06/02/2023-15:02		
Foster, Julianne	NEF(06-01-2023 10:11:31 AM) Letter/Letter	Filing		06/01/2023-11:46		
Foster, Julianne	Letter/Letter	Filing		06/01/2023-10:11		
Riviere, Rhett	NEF(05-26-2023 04:37:48 PM) Motion/Dismiss	Filing		05/26/2023-16:41		
Riviere, Rhett	Motion/Dismiss	Motion		05/26/2023-16:37		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harpoottian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Włodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		

Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Foster, Julianne	NEF(05-25-2023 01:03:22 PM) Order/Electronic Form 4	Filing		05/25/2023-13:03		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motions	Order		05/25/2023-13:03		
Foster, Julianne	NEF(05-25-2023 11:28:31 AM) Order/Electronic Form 4	Filing		05/25/2023-11:28		
Foster, Julianne	Order/Electronic Form 4 Granting Plaintiff's Motions/Compel	Order		05/25/2023-11:28		
Foster, Julianne	NEF(05-25-2023 11:12:12 AM) Order/Electronic Form 4	Filing		05/25/2023-11:12		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motion/Leave to Amend	Order		05/25/2023-11:12		
Foster, Julianne	NEF(05-25-2023 11:11:15 AM) Order/Electronic Form 4	Filing		05/25/2023-11:11		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motions	Order		05/25/2023-11:11		
Riviere, Rhett	NEF(05-23-2023 10:29:35 AM) Motion/Compel	Filing		05/23/2023-10:37		
Riviere, Rhett	Motion/Compel	Motion		05/23/2023-10:29	06/13/2023-10:29	
Riviere, Rhett	Notice/Notice of Appearance	Filing		05/23/2023-10:29		
Thomas, Katherine A	NEF(05-21-2023 08:29:08 PM) Answer/Answer to Crossclaim	Filing		05/22/2023-08:54		
Thomas, Katherine A	Answer/Answer to Crossclaim	Filing		05/21/2023-20:29		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		

McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Airbnb Inc	NEF(05-16-2023 02:05:12 PM) Letter/Letter	Filing		05/16/2023-14:08		
Airbnb Inc	Letter/Letter	Filing		05/16/2023-14:05		
Airbnb Inc	NEF(05-16-2023 01:11:34 PM) Motion/Stay	Filing		05/16/2023-13:16		
Airbnb Inc	Motion/Stay	Motion		05/16/2023-13:11	06/13/2023-13:11	
Airbnb Inc	NEF(05-15-2023 11:06:59 PM) Letter/Letter	Filing		05/16/2023-08:47		
Airbnb Inc	NEF(05-15-2023 11:02:56 PM) Motion/Compel	Filing		05/16/2023-08:45		
Airbnb Inc	NEF(05-15-2023 11:12:58 PM) Notice/Notice of Appearance	Filing		05/15/2023-23:13		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/15/2023-23:12		
Airbnb Inc	Letter/Letter	Filing		05/15/2023-23:06		
Airbnb Inc	Motion/Compel	Motion		05/15/2023-23:02	06/13/2023-23:02	 
Airbnb Inc	NEF(05-09-2023 04:48:02 PM) Order/Compel	Filing		05/09/2023-16:48		
Airbnb Inc	Order/Compel	Order		05/09/2023-16:48		
Airbnb Inc	NEF(05-04-2023 05:08:51 PM) Notice/Notice of Appearance	Filing		05/04/2023-17:09		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/04/2023-17:08		
Airbnb Inc	NEF(05-04-2023 10:31:42 AM) Notice/Notice of Appearance	Filing		05/04/2023-10:32		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/04/2023-10:31		
Airbnb Inc	NEF(04-20-2023 04:09:49 PM) Filing/Other	Filing		04/20/2023-16:18		
Airbnb Inc	Summons/Third Party Summons and Complaint	Filing		04/20/2023-16:09		
Airbnb Inc	NEF(04-20-2023 03:37:07 PM) Answer/Answer & Crossclaim	Filing		04/20/2023-16:02		
Airbnb Inc	Answer/Answer & Crossclaim	Filing		04/20/2023-15:37		
Airbnb Inc	NEF(04-11-2023 02:26:13 PM) Motion/Other	Filing		04/11/2023-14:30		
Airbnb Inc	MOTION TO CONFIRM CONFIDENTIAL DESIGNATIONS	Motion		04/11/2023-14:26		   

Airbnb Inc	NEF(04-03-2023 01:45:42 PM) Reply/Other	Filing		04/03/2023- 14:37		
Airbnb Inc	REPLY IN SUPPORT OF MOTION TO DISMISS AMENDED COMPLAINT	Filing		04/03/2023- 13:45		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		

McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Schillaci, Kathy R.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Sestito, Dawn	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		

Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		

Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Airbnb Inc	NEF(03-02-2023 01:14:44 PM) Order/Continuance	Filing		03/02/2023-13:15		
Airbnb Inc	Order/Continuance	Order		03/02/2023-13:14		
Airbnb Inc	NEF(02-28-2023 12:01:41 PM) Motion/Other	Filing		02/28/2023-12:11		
Airbnb Inc	Motion/Other	Motion		02/28/2023-12:01	04/05/2023-12:01	
Foster, Julianne	NEF(02-27-2023 03:18:08 PM) Response	Filing		02/27/2023-15:33		

Foster, Julianne	Response to Motion to Dismiss Amended Complaint	Filing		02/27/2023-15:18		
Airbnb Inc	NEF(02-27-2023 02:47:07 PM) Response	Filing		02/27/2023-14:59		
Airbnb Inc	NEF(02-27-2023 02:29:14 PM) Response	Filing		02/27/2023-14:48		
Airbnb Inc	Response	Filing		02/27/2023-14:47		
Airbnb Inc	Response	Filing		02/27/2023-14:29		
Airbnb Inc	NEF(02-24-2023 02:55:11 PM) Response	Filing		02/24/2023-15:09		
Airbnb Inc	Response to Plaintiff's Motion to Compel	Filing		02/24/2023-14:55		
Airbnb Inc	NEF(02-24-2023 01:51:55 PM) Reply/Other	Filing		02/24/2023-14:09		
Airbnb Inc	Reply in Support of Motion/Quash Depo of Tara Bunch	Filing		02/24/2023-13:51		
Airbnb Inc	NEF(02-24-2023 11:52:35 AM) Reply/Other	Filing		02/24/2023-11:58		
Airbnb Inc	Reply in Support of Motion to Quash Subpoena of Rich Baer	Filing		02/24/2023-11:52		
Airbnb Inc	NEF(02-24-2023 11:46:28 AM) Motion/Seal	Filing		02/24/2023-11:52		
Airbnb Inc	Motion/Seal	Motion		02/24/2023-11:46	04/05/2023-11:46	
Airbnb Inc	NEF(02-23-2023 04:31:14 PM) Reply/Other	Filing		02/23/2023-16:35		
Airbnb Inc	Reply in Support of Emergency Motion to Compel Removal	Filing		02/23/2023-16:31		
Airbnb Inc	NEF(02-23-2023 03:52:56 PM) Memo/Memo in Support	Filing		02/23/2023-16:22		
Airbnb Inc	Memo/Memo in Support	Filing		02/23/2023-15:52		
Airbnb Inc	NEF(02-23-2023 12:19:42 PM) Response	Filing		02/23/2023-12:22		
Airbnb Inc	Response to Plaintiff's Motion to Compel	Filing		02/23/2023-12:19		
Foster, Julianne	NEF(02-17-2023 02:32:18 PM) Response	Filing		02/17/2023-15:02		
Foster, Julianne	NEF(02-17-2023 02:23:56 PM) Response	Filing		02/17/2023-14:58		
Foster, Julianne	Response to Motion to Quash Deposition of Tara Bunch	Filing		02/17/2023-14:32		
Foster, Julianne	NEF(02-17-2023 01:34:35 PM) Response	Filing		02/17/2023-14:24		
Foster, Julianne	Response to Motion to Quash Subpoena to Depose Baer	Filing		02/17/2023-14:23		
Foster, Julianne	Response to Motion to Compel/Motion for Sanctions	Filing		02/17/2023-13:34		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		

Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		

Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Foster, Julianne	NEF(02-15-2023 03:49:36 PM) Motion/Seal	Filing		02/15/2023-16:03		
Foster, Julianne	Motion/Seal	Motion		02/15/2023-15:49		 
Airbnb Inc	NEF(02-15-2023 11:20:37 AM) Motion/Sanctions	Filing		02/15/2023-11:28		
Airbnb Inc	Motion/Sanctions	Motion		02/15/2023-11:20	02/28/2023-11:20	   
Foster, Julianne	NEF(02-14-2023 01:49:28 PM) Motion/Sanctions	Filing		02/14/2023-15:13		
Foster, Julianne	Motion/Sanctions	Motion		02/14/2023-13:49	04/05/2023-13:49	   
Foster, Julianne	NEF(02-10-2023 10:54:17 AM) Motion/Compel	Filing		02/10/2023-10:58		
Foster, Julianne	Motion/Compel	Motion		02/10/2023-10:54	04/05/2023-10:54	   
Foster, Julianne	NEF(01-26-2023 01:10:13 PM) Order/Other	Filing		01/26/2023-13:10		
Foster, Julianne	Order Regarding Motion for Protective Order	Order		01/26/2023-13:10		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		

Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		

Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Thomas, Katherine A	NEF(01-23-2023 02:43:36 PM) Memo/Memo in Opposition	Filing		01/23/2023-14:46		
Thomas, Katherine A	Memo/Memo in Opposition	Filing		01/23/2023-14:43		   
Airbnb Inc	NEF(01-20-2023 01:47:53 PM) Motion/Dismiss	Filing		01/20/2023-14:00		
Airbnb Inc	Motion/Dismiss Amended Complaint	Motion		01/20/2023-13:47	04/05/2023-13:47	
Harte, John W	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Few, Wesley D.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
McCulloch, Joseph M. Jr.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Schillaci, Kathy R.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Sestito, Dawn	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Griffin, James Mixon	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Fox, Margaret Nicole	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Ashmore, Beattie B.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Włodarczyk, Damon Christian	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Beasley, Ryan Lewis	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Barbier, Deborah B.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Foster, Julianne	NEF(01-19-2023 02:12:15 PM) Letter/Letter	Filing		01/19/2023-15:14		
Foster, Julianne	Letter/Letter	Filing		01/19/2023-14:12		 
Airbnb Inc	NEF(01-19-2023 09:56:04 AM) Motion/Quash	Filing		01/19/2023-10:09		
Airbnb Inc	Motion/Quash	Motion		01/19/2023-09:56	04/05/2023-09:56	   
Foster, Julianne	NEF(01-18-2023 02:24:08 PM) Motion/Compel	Filing		01/18/2023-15:34		
Foster, Julianne	Motion/Compel	Motion		01/18/2023-14:24	04/05/2023-14:24	
Airbnb Inc	NEF(01-17-2023 09:31:27 AM) Motion/Quash	Filing		01/17/2023-10:10		
Airbnb Inc	Motion/Quash	Motion		01/17/2023-09:31	04/05/2023-09:31	   
Foster, Julianne	NEF(01-16-2023 09:57:20 PM) Motion/Other	Filing		01/17/2023-08:40		
Foster, Julianne	EMERGENCY MOTION FOR A PROTECTIVE ORDER AGAINST DEFENDANT KA	Motion		01/16/2023-21:57	01/23/2023-21:57	

Airbnb Inc	NEF(12-20-2022 03:12:42 PM) Response	Filing		12/20/2022-15:24		
Airbnb Inc	Response	Filing		12/20/2022-15:12		
Riviere, Rhett	NEF(12-20-2022 09:08:53 AM) Stipulation Of Dismissal	Filing		12/20/2022-09:45		
Riviere, Rhett	Stipulation Of Dismissal as to Defendants	Filing		12/20/2022-09:08		
Thomas, Katherine A	NEF(12-15-2022 07:38:53 PM) Answer/Answer To Amended Com...	Filing		12/16/2022-08:55		
Thomas, Katherine A	Answer/Answer To Amended Complaint	Filing		12/15/2022-19:38		
Airbnb Inc	NEF(12-14-2022 09:49:33 AM) Order/Other	Filing		12/14/2022-09:49		
Airbnb Inc	Order/Other	Order		12/14/2022-09:49		
Airbnb Inc	NEF(12-13-2022 11:18:44 AM) Motion/Enlarge Time	Filing		12/13/2022-11:23		
Airbnb Inc	Motion/Enlarge Time	Motion		12/13/2022-11:18	12/14/2022-11:18	
Foster, Julianne	NEF(12-02-2022 02:10:08 PM) Certificate/Certificate	Filing		12/02/2022-14:10		
Foster, Julianne	Certificate of Service by Mail	Filing		12/02/2022-14:10		
Foster, Julianne	NEF(11-30-2022 11:29:52 AM) Amended/Amended Summons And ...	Filing		11/30/2022-11:37		
Foster, Julianne	Amended/Amended Summons And Complaint	Filing		11/30/2022-11:29		
Foster, Julianne	NEF(11-30-2022 09:41:09 AM) Order/Amend	Filing		11/30/2022-09:41		
Foster, Julianne	Order/Amend	Order		11/30/2022-09:41		
Airbnb Inc	NEF(11-02-2022 10:30:10 AM) Motion/Leave to Amend	Filing		11/02/2022-11:12		
Airbnb Inc	Motion/Leave to Amend	Motion		11/02/2022-10:30	04/05/2023-10:30	
Airbnb Inc	NEF(10-13-2022 04:46:30 PM) Memo/Memo in Opposition	Filing		10/13/2022-17:00		
Airbnb Inc	Memo/Memo in Opposition	Filing		10/13/2022-16:46		
Foster, Julianne	NEF(10-11-2022 03:14:40 PM) Order/Amend	Filing		10/11/2022-15:22		
Foster, Julianne	Order on AirBNB's Motion to Alter or Amend	Order		10/11/2022-15:14		
Foster, Julianne	NEF(10-10-2022 11:24:33 AM) Reply/Other	Filing		10/10/2022-11:29		
Foster, Julianne	Reply to Riviere's Response Opposing Motion to Amend	Filing		10/10/2022-11:24		
Riviere, Rhett	NEF(10-03-2022 10:35:19 AM) Memo/Memo in Opposition	Filing		10/03/2022-10:48		
Riviere, Rhett	Memo/Memo in Opposition	Filing		10/03/2022-10:35		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Włodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		

Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		

Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022- 11:01		
Airbnb Inc	NEF(09-14-2022 03:26:58 PM) Reply/Other	Filing		09/14/2022- 15:33		
Airbnb Inc	Reply/Other	Filing		09/14/2022- 15:26		 
Airbnb Inc	NEF(09-13-2022 02:53:49 PM) Response	Filing		09/13/2022- 15:18		
Airbnb Inc	Response	Filing		09/13/2022- 14:53		
Foster, Julianne	NEF(09-09-2022 11:22:55 AM) Response	Filing		09/09/2022- 11:25		
Foster, Julianne	Response	Filing		09/09/2022- 11:22		
Foster, Julianne	NEF(09-02-2022 07:42:13 PM) Motion/Alter and/or Amend	Filing		09/06/2022- 10:57		
Foster, Julianne	Motion/Alter and/or Amend	Motion		09/02/2022- 19:42	10/18/2022- 19:42	 
Airbnb Inc	NEF(09-02-2022 11:26:19 AM) Memo/Memo in Support	Filing		09/02/2022- 11:46		
Airbnb Inc	Memo/Memo in Support	Filing		09/02/2022- 11:26		   
Airbnb Inc	NEF(08-26-2022 11:54:58 AM) Order/Scheduling Order	Filing		08/26/2022- 11:55		
Airbnb Inc	Order/Scheduling Order	Order		08/26/2022- 11:54		
Airbnb Inc	NEF(08-22-2022 01:30:27 PM) Order/Pro Hac Vice	Filing		08/22/2022- 13:30		
Airbnb Inc	Order/Pro Hac Vice for Damali A Taylor	Order		08/22/2022- 13:30		
Airbnb Inc	NEF(08-22-2022 09:15:24 AM) Motion/Admission Pro Hac Vic...	Filing		08/22/2022- 09:20		
Airbnb Inc	Motion/Admission Pro Hac Vice	Motion		08/22/2022- 09:15	08/22/2022- 09:15	   
Airbnb Inc	NEF(08-22-2022 08:48:37 AM) Certification/Certification	Filing		08/22/2022- 08:48		
Airbnb Inc	Certification from the Supreme Court for Damali A Taylor	Filing		08/22/2022- 08:48		
Riviere, Rhett	NEF(08-18-2022 11:58:18 AM) Notice/Notice of Appearance	Filing		08/18/2022- 12:21		
Riviere, Rhett	Notice/Notice of Appearance	Filing		08/18/2022- 11:58		
Airbnb Inc	NEF(08-17-2022 04:07:15 PM) Order/Pro Hac Vice	Filing		08/17/2022- 16:10		
Airbnb Inc	Order/Pro Hac Vice	Order		08/17/2022- 16:07		
Airbnb Inc	NEF(08-17-2022 11:50:36 AM) Motion/Admission Pro Hac Vic...	Filing		08/17/2022- 12:07		
Airbnb Inc	Motion/Admission Pro Hac Vice	Motion		08/17/2022- 11:50	08/17/2022- 11:50	   

Riviere, Rhett	NEF(08-15-2022 04:42:49 PM) Notice/Notice of Appearance	Filing		08/15/2022-16:43		
Riviere, Rhett	Notice/Notice of Appearance	Filing		08/15/2022-16:42		
Airbnb Inc	NEF(08-15-2022 01:21:05 PM) Certification/Certification	Filing		08/15/2022-13:21		
Airbnb Inc	Certification of Amended Application of Dawn Sestito	Filing		08/15/2022-13:21		
Riviere, Rhett	NEF(08-10-2022 12:17:33 PM) Response	Filing		08/10/2022-12:25		
Riviere, Rhett	Response	Filing		08/10/2022-12:17		
Foster, Julianne	NEF(08-09-2022 04:38:15 PM) Response	Filing		08/09/2022-16:42		
Foster, Julianne	Response to Defendant AirBNB's Motion for Reconsideration	Filing		08/09/2022-16:38		
Airbnb Inc	NEF(08-04-2022 10:26:28 AM) Motion/Reconsider	Filing		08/04/2022-11:26		
Airbnb Inc	Motion/Reconsider	Motion		08/04/2022-10:26	10/11/2022-10:26	
Foster, Julianne	NEF(08-03-2022 11:20:19 AM) Order/Protective Order	Filing		08/03/2022-11:27		
Foster, Julianne	Order/Protective Order	Order		08/03/2022-11:20		
Riviere, Rhett	NEF(07-29-2022 11:20:42 AM) Order/Relieve Counsel	Filing		07/29/2022-11:21		
Riviere, Rhett	Order/Relieve Counsel	Order		07/29/2022-11:20		
Airbnb Inc	NEF(07-29-2022 11:16:26 AM) Order/Substitution Of Course...	Filing		07/29/2022-11:16		
Airbnb Inc	Order/Substitution Of Counsel	Order		07/29/2022-11:16		
Riviere, Rhett	NEF(07-29-2022 09:14:44 AM) Filing/Other	Filing		07/29/2022-09:18		
Riviere, Rhett	Property Receipt	Filing		07/29/2022-09:14		
Riviere, Rhett	NEF(07-28-2022 09:20:31 AM) Motion/Relieve As Counsel	Filing		07/28/2022-09:53		
Riviere, Rhett	Motion/Relieve As Counsel	Motion		07/28/2022-09:20	07/29/2022-09:20	
Airbnb Inc	NEF(07-26-2022 03:41:32 PM) Motion/Substitution of Couns...	Filing		07/26/2022-15:46		
Airbnb Inc	Motion/Substitution of Counsel	Motion		07/26/2022-15:41	07/29/2022-15:41	
Airbnb Inc	NEF(07-21-2022 01:51:13 PM) Notice/Notice of Appearance	Filing		07/21/2022-13:51		
Airbnb Inc	Notice/Notice of Appearance	Filing		07/21/2022-13:51		
Foster, Julianne	NEF(07-21-2022 01:12:38 PM) Certification/Certification	Filing		07/21/2022-13:12		
Foster, Julianne	Certification of Pro Hac Vice for Dawn Sestito	Filing		07/21/2022-13:12		
Few, Wesley D.	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Harte, John W	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Duffy, Ryan Paul	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Watson, Lewis Andrew	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Barbier, Deborah B.	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Moose, Julie Jeffords	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Beasley, Ryan Lewis	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		

Mosteller, James D. III	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Wlodarczyk, Damon Christian	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Thompson, Jane Page	Motion/Quash	Motion		07/18/2022-09:24	07/18/2023-09:24	
Foster, Julianne	NEF(07-05-2022 07:16:28 PM) Motion/Quash	Filing		07/06/2022-08:45		
Foster, Julianne	Motion/Quash	Motion		07/05/2022-19:16	10/18/2022-19:16	
Airbnb Inc	NEF(06-28-2022 02:26:18 PM) Order/Protective Order	Filing		06/28/2022-14:26		
Airbnb Inc	Order/Protective Order	Order		06/28/2022-14:26		
Airbnb Inc	NEF(06-27-2022 01:45:03 PM) Memo/Memo in Support	Filing		06/27/2022-13:47		
Airbnb Inc	Memo/Memo in Support	Filing		06/27/2022-13:45		
Airbnb Inc	Affidavit/Affidavit of	Filing		06/27/2022-13:45		
Airbnb Inc	NEF(06-24-2022 03:45:51 PM) Memo/Memo in Support	Filing		06/24/2022-16:07		
Airbnb Inc	Memo/Memo in Support	Filing		06/24/2022-15:45		
Airbnb Inc	Affidavit/Affidavit of	Filing		06/24/2022-15:45		
Foster, Julianne	NEF(06-24-2022 12:38:10 PM) Memo/Memo in Opposition	Filing		06/24/2022-13:13		
Foster, Julianne	Memo/Memo in Opposition	Filing		06/24/2022-12:38		
Riviere, Rhett	NEF(06-21-2022 03:01:50 PM) Motion/Compel	Filing		06/21/2022-15:21		
Chase Enterprises Llc Of South Carolina	Motion/Compel	Motion		06/21/2022-15:01	10/18/2022-15:01	
Harte, John W	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Watson, Lewis Andrew	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Duffy, Ryan Paul	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Few, Wesley D.	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Thomas, Katherine A	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Wlodarczyk, Damon Christian	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Mosteller, James D. III	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Beasley, Ryan Lewis	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Moose, Julie Jeffords	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Barbier, Deborah B.	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Airbnb Inc	NEF(06-14-2022 02:40:19 PM) Motion/Protection from Disco...	Filing		06/14/2022-15:04		
Airbnb Inc	Motion/Protection from Discovery	Motion		06/14/2022-14:40	06/28/2022-14:40	
Airbnb Inc	Service/Certificate Of Service	Filing		06/14/2022-14:40		
Foster, Julianne	NEF(06-06-2022 03:08:54 PM) Order/Other	Filing		06/06/2022-15:09		

Foster, Julianne	Order Granting Plaintiff's Motion to Compel	Order		06/06/2022-15:08		
Riviere, Rhett	NEF(06-03-2022 04:51:56 PM) Motion/Compel	Filing		06/06/2022-10:09		
Riviere, Rhett	Motion/Compel	Motion		06/03/2022-16:51	10/18/2022-16:51	
Owensby, Brad	NEF(05-31-2022 04:14:54 PM) Affidavit/Affidavit of	Filing		05/31/2022-16:22		
Owensby, Brad	Affidavit/Affidavit of	Filing		05/31/2022-16:14		
Foster, Julianne	NEF(05-31-2022 09:28:42 AM) Filing/Other	Filing		05/31/2022-09:34		
Foster, Julianne	Supplemental exhibit to Plaintiff's Motion to Compel	Filing		05/31/2022-09:28		
Thomas, Katherine A	NEF(05-31-2022 07:58:23 AM) Notice/Notice of Appearance	Filing		05/31/2022-07:58		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		05/31/2022-07:58		
Riviere, Rhett	NEF(05-26-2022 05:04:52 PM) Memo/Memo in Opposition	Filing		05/27/2022-08:41		
Riviere, Rhett	Memo/Memo in Opposition	Filing		05/26/2022-17:04		
Airbnb Inc	Memo/Memo in Opposition of Plaintiff's Motion to Compel	Filing		05/26/2022-15:00		
Airbnb Inc	NEF(05-26-2022 02:53:10 PM) Response	Filing		05/26/2022-14:59		
Airbnb Inc	Affidavit/Affidavit of	Filing		05/26/2022-14:53		 
Few, Wesley D.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Harte, John W	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Duffy, Ryan Paul	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Watson, Lewis Andrew	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Mosteller, James D. III	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Thomas, Katherine A	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Barbier, Deborah B.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Moose, Julie Jeffords	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Beasley, Ryan Lewis	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Foster, Julianne	NEF(05-05-2022 02:55:08 PM) Motion/Rule to Show Cause	Filing		05/05/2022-15:26		
Foster, Julianne	Motion/Rule to Show Cause	Motion		05/05/2022-14:55	05/31/2022-14:55	    
Few, Wesley D.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Duffy, Ryan Paul	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Watson, Lewis Andrew	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Harte, John W	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Beasley, Ryan Lewis	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Moose, Julie Jeffords	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Barbier, Deborah B.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Thomas, Katherine A	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		

Mosteller, James D. III	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Thomas, Katherine A	NEF(04-22-2022 12:30:42 PM) Order/Withdraw	Filing		04/22/2022-12:30		
Thomas, Katherine A	Order/Withdraw	Order		04/22/2022-12:30		
Riviere, Rhett	NEF(04-14-2022 02:28:15 PM) Notice/Other	Filing		04/14/2022-14:38		
Riviere, Rhett	Notice/Withdraw Motions	Filing		04/14/2022-14:28		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		

Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		

Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Thomas, Katherine A	Decline to Sign:Order/Withdraw	Filing		03/04/2022-09:55		
Foster, Julianne	NEF(03-03-2022 11:45:59 PM) Motion/Compel	Filing		03/04/2022-08:43		
Foster, Julianne	Motion/Compel	Motion		03/03/2022-23:45	05/31/2022-23:45	
Thomas, Katherine A	NEF(03-01-2022 02:50:40 PM) Motion/Withdraw	Filing		03/01/2022-15:09		
Thomas, Katherine A	Motion/Withdraw	Motion		03/01/2022-14:50	04/21/2022-14:50	
Thomas, Katherine A	Service/Certificate Of Service	Filing		03/01/2022-14:50		
Thomas, Katherine A	NEF(02-09-2022 03:03:06 PM) Response	Filing		02/09/2022-15:09		
Thomas, Katherine A	Response	Filing		02/09/2022-15:03		
Thomas, Katherine A	Service/Certificate Of Service	Filing		02/09/2022-15:03		
Airbnb Inc	NEF(02-04-2022 03:38:11 PM) Answer/Answer	Filing		02/04/2022-16:15		
Airbnb Inc	Answer/Answer	Filing		02/04/2022-15:38		
Owensby, Brad	Motion/Quash	Motion		02/02/2022-08:56	04/13/2022-08:56	
Riviere, Rhett	NEF(02-01-2022 08:33:37 AM) Order/Electronic Form 4	Filing		02/01/2022-08:33		
Riviere, Rhett	Order/Form 4 Denying Motion for Designation of Deposition	Order		02/01/2022-08:33		

Foster, Julianne	NEF(02-01-2022 08:32:52 AM) Order/Electronic Form 4	Filing		02/01/2022-08:33		
Foster, Julianne	Order/Form 4 Denying Emergency Motion to Unseal	Order		02/01/2022-08:32		
Riviere, Rhett	NEF(02-01-2022 08:32:08 AM) Order/Electronic Form 4	Filing		02/01/2022-08:32		
Riviere, Rhett	Order/Form 4 GRANTING Defendant's Motion to Amend	Order		02/01/2022-08:32		
Riviere, Rhett	NEF(01-29-2022 04:00:13 PM) Motion/Other	Filing		01/31/2022-08:58		
Riviere, Rhett	NEF(01-29-2022 05:03:51 PM) Motion/Seal	Filing		01/31/2022-08:51		
Riviere, Rhett	Motion/Seal	Motion		01/29/2022-17:03	02/01/2022-17:03	
Riviere, Rhett	Motion/Designation of Deposition as Confidential	Motion		01/29/2022-16:00	02/01/2022-16:00	
Foster, Julianne	NEF(01-28-2022 02:34:34 PM) Reply/Other	Filing		01/28/2022-14:45		
Foster, Julianne	Reply in Support of Emergency Motion to Unseal	Filing		01/28/2022-14:34		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Riviere, Rhett	NEF(01-24-2022 11:58:32 AM) Motion/Dismiss	Filing		01/24/2022-12:13		
Riviere, Rhett	Motion/Dismiss	Motion		01/24/2022-11:58	04/14/2022-11:58	
Riviere, Rhett	Memo/Memo in Opposition	Filing		01/24/2022-11:58		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		

Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Foster, Julianne	NEF(01-10-2022 05:02:43 PM) Motion/Seal	Filing		01/11/2022-09:25		
Foster, Julianne	Emergency Motion to Unseal Court Records	Motion		01/10/2022-17:02	02/01/2022-17:02	 
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Foster, Julianne	NEF(12-30-2021 11:32:16 AM) Order/Other	Filing		12/30/2021-11:32		
Foster, Julianne	Order/DENIES Defendant Airbnb's Motion to Dismiss	Order		12/30/2021-11:32		
Foster, Julianne	NEF(12-22-2021 04:19:53 PM) Proposed Order/Other	Filing		12/22/2021-16:25		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		12/22/2021-16:19		
Foster, Julianne	ADR/Alternative Dispute Resolution (Workflow)	Action		11/24/2021-20:00	03/04/2024-20:00	
Foster, Julianne	NEF(09-16-2021 11:57:15 AM) Order/Form 4	Filing		09/16/2021-11:57		
Foster, Julianne	Order/Form 4	Order		09/16/2021-11:57		
Foster, Julianne	NEF(09-16-2021 11:55:11 AM) Order/Form 4	Filing		09/16/2021-11:55		
Foster, Julianne	Order/Form 4	Order		09/16/2021-11:55		
Riviere, Rhett	NEF(09-16-2021 11:29:13 AM) Order/Form 4	Filing		09/16/2021-11:29		
Riviere, Rhett	Order/Form 4	Order		09/16/2021-11:29		
Foster, Julianne	NEF(09-16-2021 11:28:04 AM) Order/Protective Order	Filing		09/16/2021-11:28		
Foster, Julianne	Order/Confidentiality Order	Order		09/16/2021-11:28		
Foster, Julianne	NEF(09-14-2021 06:50:15 PM) Proposed Order/Protective Or...	Filing		09/15/2021-10:35		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		09/14/2021-18:50		

Riviere, Rhett	NEF(08-30-2021 02:08:55 PM) Memo/Memo in Support	Filing		08/30/2021-14:29		
Riviere, Rhett	Memo/Memo in Support	Filing		08/30/2021-14:08		
Foster, Julianne	NEF(08-30-2021 12:36:04 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:42		
Foster, Julianne	NEF(08-30-2021 12:33:46 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:40		
Foster, Julianne	NEF(08-30-2021 12:32:47 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:36		
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:36		
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:33		
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:32		
Airbnb Inc	NEF(08-26-2021 11:36:29 AM) Memo/Memo in Support	Filing		08/26/2021-12:16		
Airbnb Inc	Memo/Memo in Support	Filing		08/26/2021-11:36		
Airbnb Inc	Request for Judicial Notice in support of Motion to Dismiss	Filing		08/26/2021-11:36		
Airbnb Inc	Declaration of L Andrew Watson in Support of Def Request	Filing		08/26/2021-11:36		
Riviere, Rhett	NEF(08-20-2021 04:39:33 PM) Motion/Alter and/or Amend	Filing		08/20/2021-16:47		
Riviere, Rhett	Motion/Alter and/or Amend	Motion		08/20/2021-16:39	02/01/2022-16:39	
Foster, Julianne	NEF(08-04-2021 01:57:25 PM) Notice/Notice of Appearance	Filing		08/04/2021-13:57		
Foster, Julianne	Notice/Notice of Appearance	Filing		08/04/2021-13:57		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		

Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Airbnb Inc	NEF(08-03-2021 10:29:01 AM) Notice/Joinder Of Co-Defenda...	Filing		08/03/2021-11:22		
Airbnb Inc	NEF(08-03-2021 10:45:23 AM) Motion/Dismiss	Filing		08/03/2021-11:19		
Airbnb Inc	Motion/Dismiss	Motion		08/03/2021-10:45	08/31/2021-10:45	
Airbnb Inc	Notice/Joinder Of Co-Defendants Motions	Filing		08/03/2021-10:29		
Foster, Julianne	NEF(07-29-2021 04:38:29 PM) Motion/Compel	Filing		07/29/2021-17:05		
Foster, Julianne	Motion/Compel	Motion		07/29/2021-16:38	08/31/2021-16:38	 
Foster, Julianne	NEF(07-26-2021 03:11:17 PM) Motion/Discovery and Disclos...	Filing		07/26/2021-16:05		
Foster, Julianne	Motion/Discovery and Disclosure of Evidence	Motion		07/26/2021-15:11	08/31/2021-15:11	
Foster, Julianne	NEF(07-23-2021 12:52:35 PM) Notice/Notice of Appearance	Filing		07/23/2021-12:52		
Foster, Julianne	Notice/Notice of Appearance	Filing		07/23/2021-12:52		
Riviere, Rhett	NEF(07-23-2021 11:32:21 AM) Motion/Stay	Filing		07/23/2021-11:42		
Riviere, Rhett	Motion/Stay	Motion		07/23/2021-11:32	08/31/2021-11:32	
Riviere, Rhett	NEF(07-23-2021 11:19:33 AM) Answer/Amended Answer	Filing		07/23/2021-11:24		
Riviere, Rhett	Answer/Amended Answer	Filing		07/23/2021-11:19		
Airbnb Inc	NEF(07-22-2021 10:03:21 AM) Order/Other	Filing		07/22/2021-10:03		
Airbnb Inc	Order/Other	Order		07/22/2021-10:03		
Airbnb Inc	NEF(07-16-2021 04:11:28 PM) Motion/Enlarge Time	Filing		07/16/2021-16:41		
Airbnb Inc	Motion/Enlarge Time	Motion		07/16/2021-16:11	07/22/2021-16:11	

Thomas, Katherine A	NEF(07-12-2021 09:26:24 AM) Notice/Notice of Appearance	Filing		07/12/2021-09:27		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		07/12/2021-09:26		
Thomas, Katherine A	NEF(07-09-2021 02:45:05 PM) Notice/Notice of Appearance	Filing		07/09/2021-15:09		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		07/09/2021-14:45		
Thomas, Katherine A	Answer/Answer	Filing		07/09/2021-14:45		
Thomas, Katherine A	Service/Certificate Of Service	Filing		07/09/2021-14:45		
Riviere, Rhett	NEF(06-28-2021 11:14:21 AM) Answer/Answer	Filing		06/28/2021-11:36		
Riviere, Rhett	Answer/Answer	Filing		06/28/2021-11:14		
Riviere, Rhett	NEF(06-28-2021 11:11:16 AM) Notice/Notice of Appearance	Filing		06/28/2021-11:13		
Riviere, Rhett	Notice/Notice of Appearance	Filing		06/28/2021-11:11		
Airbnb Inc	NEF(05-27-2021 02:13:24 PM) Notice/Notice of Appearance	Filing		05/27/2021-14:13		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/27/2021-14:13		
Foster, Julianne	NEF(05-24-2021 03:12:46 PM) Service/Certificate Of Servi...	Filing		05/24/2021-15:44		
Foster, Julianne	Service/Certificate Of Service Certified Mail on Airbnb Inc	Filing		05/24/2021-15:12		
Foster, Julianne	NEF(05-19-2021 02:52:40 PM) Service/Affidavit Of Service	Filing		05/19/2021-15:16		
Foster, Julianne	Service/Affidavit Of Service on Katherine A Thomas	Filing		05/19/2021-14:52		
Riviere, Rhett	NEF(05-18-2021 10:33:03 AM) Notice/Notice of Appearance	Filing		05/18/2021-10:33		
Riviere, Rhett	Notice/Notice of Appearance	Filing		05/18/2021-10:33		
Foster, Julianne	NEF(05-04-2021 05:15:39 PM) Service/Affidavit Of Service	Filing		05/05/2021-08:51		
Foster, Julianne	Service/Affidavit Of Service on Rhett Riviere	Filing		05/04/2021-17:15		
Foster, Julianne	Summons & Complaint	Filing		04/28/2021-20:00		

From: [Jim Griffin](#)
To: mriverslc@sccourts.org; mriverssc@sccourts.org; wes@wesleyfew.com; dbb@deborahbarbier.com; rlb@ryanbeasleylaw.com; [John Harte](#)
Cc: [Joe McCulloch](#); [Kathy Schillaci](#); [Maggie Fox](#); [Jaime Harmon](#); [Liz Radford](#); [Cassy Young](#); [Sylvia Harte](#); [Krissy Heise](#); [Olivia Dicks](#)
Subject: Defendant Rhett Riviere's Election for Bifurcated Trial
Date: Sunday, September 15, 2024 3:46:31 PM
Attachments: [image001.png](#)

Rhett Riviere elects to bifurcate the actual damages and punitive damages stages of the trial, as provided in SC Code Section 15-32-520.

I apologize for not mentioning this in our pre-trial conference Friday.

JAMES M. GRIFFIN
ATTORNEY



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From: [Jim Griffin](#)
To: [John Harte](#); [Rivers, Martha M.](#); [James Mosteller](#)
Cc: [Maggie Fox](#); [McCulloch, Joseph M.](#); [Kathy Schillaci](#); [wes@wesleyfew.com](#); [Deborah Barbier](#); [rlb@ryanbeasleylaw.com](#); [Rivers, Martha M. Law Clerk \(Athanasios Platanis\)](#); [cassy@wesleyfew.com](#); [Krissy Heise](#); [Liz Radford](#); [jdmosteller@gmail.com](#); [Jaime Harmon](#); [Dalton Cooper](#); [Olivia Dicks](#); [McCulloch, Joseph M.](#); [Rivers, Martha M. Law Clerk \(Athanasios Platanis\)](#)
Subject: RE: Crespo v Riviere
Date: Tuesday, January 21, 2025 10:45:13 AM
Attachments: [Brawley v Richland County-Court of Appeals 1-7-25.pdf](#)

Judge Rivers

On January 2, 2025, the South Carolina Court of Appeals issued an instructive opinion regarding attorneys' fees awards in Brawley v. Richland County. I am attaching this opinion for the Court's consideration in advance of the attorneys' fee hearing scheduled for 2 pm.

Thank you.

JAMES M. GRIFFIN
ATTORNEY

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-----Original Message-----

From: John Harte <john@jwhartelaw.com>
Sent: Monday, January 20, 2025 10:26 AM
To: Rivers, Martha M. <mriversj@sccourts.org>; James Mosteller <jdmosteller@gmail.com>
Cc: Jim Griffin <jgriffin@griffinhumphries.com>; Maggie Fox <mfox@griffinhumphries.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; Kathy Schillaci <kathy@mccullochlaw.com>; wes@wesleyfew.com; Deborah Barbier <dbb@deborahbarbier.com>; rlb@ryanbeasleylaw.com; Rivers, Martha M. Law Clerk (Athanasios Platanis) <mriverslc@sccourts.org>; cassy@wesleyfew.com; Krissy Heise <krissy@jwhartelaw.com>; Liz Radford <liz@mccullochlaw.com>; jdmosteller@gmail.com; Jaime Harmon <jharmon@griffinhumphries.com>; Dalton Cooper <dalton@jwhartelaw.com>; Olivia Dicks <olivia@jwhartelaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; Rivers, Martha M. Law Clerk (Athanasios Platanis) <mriverslc@sccourts.org>
Subject: RE: Crespo v Riviere
Importance: High

Judge Rivers,

I have attached a Brief in opposition to the Plaintiff's request for attorneys fees and costs.

The document has been e-filed and this email with attachment is being sent to opposing counsel.

Respectfully,

John W. Harte
John W. Harte
803-226-0755 (Office)
803-634-4198 (Cell)
john@jwhartelaw.com

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-----Original Message-----

From: Rivers, Martha M. <mriversj@sccourts.org>

Sent: Friday, January 17, 2025 12:17 PM

To: John Harte <john@jwhartelaw.com>

Cc: Jim Griffin <jgriffin@griffinhumphries.com>; Maggie Fox <mfox@griffinhumphries.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; Kathy Schillaci <kathy@mccullochlaw.com>; wes@wesleyfew.com; Deborah Barbier <dbb@deborahbarbier.com>; rlb@ryanbeasleylaw.com; Rivers, Martha M. Law Clerk (Athanasios Platanis) <mriverslc@sccourts.org>; cassy@wesleyfew.com; Krissy Heise <krissy@jwhartelaw.com>; Liz Radford <liz@mccullochlaw.com>; jdmosteller@gmail.com; Jaime Harmon <jharmon@griffinhumphries.com>; Dalton Cooper <dalton@jwhartelaw.com>; Olivia Dicks <olivia@jwhartelaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; Rivers, Martha M. Law Clerk (Athanasios Platanis) <mriverslc@sccourts.org>
Subject: Re: Crespo v Riviere

Dear Mr Harte,

This hearing will be by Webex and is regarding attorneys fees only.

Thank you.

Sincerely,
J MMR

Sent from my iPhone. My thumbs cannot spell very well. Please excuse typos as they occur regularly when responding by phone. Thanks

On Jan 17, 2025, at 12:14 PM, John Harte <john@jwhartelaw.com> wrote:

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. *** Judge Rivers,

I have on my calendar a hearing on attorneys' fees as being held on Tuesday January 21, 2025 at 2:00 pm for one hour..

First, I'd like to confirm that date as being correct.

My understanding is that this should be an evidentiary hearing. Is that to be the case?

If testimony will be taken, I am concerned that an hour will not be sufficient.

If possible, please let me know how the Court intends to proceed.

Respectfully

John W. Harte
John W. Harte
803-226-0755 (Office)
803-634-4198 (Cell)
john@jwhartelaw.com<<mailto:john@jwhartelaw.com>>

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

Wendy Brawley, Respondent/Appellant,

v.

Richland County, South Carolina, Appellant/Respondent.

Appellate Case No. 2020-001135

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Appeal From Richland County  
DeAndrea G. Benjamin, Circuit Court Judge

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Opinion No. 6090  
Heard May 7, 2024 – Filed September 25, 2024  
Withdrawn, Substituted and Refiled January 2, 2025

---

**AFFIRMED IN PART, REVERSED IN PART, AND  
REMANDED**

---

Jenkins M. Mann and Shaun C. Blake, both of Mann  
Blake & Jackson, of Columbia, for  
Respondent/Appellant.

Andrew F. Lindemann, of Lindemann Law Firm, P.A., of  
Columbia, for Appellant/Respondent.

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**HEWITT, J.:** This cross-appeal concerns the Freedom of Information Act (FOIA). In 2014, Wendy Brawley sent four FOIA requests to Richland County (the County)

regarding the "Lower Richland Sewer Project."<sup>1</sup> The County had recently applied for a federal grant and loan to fund the project. In one of her requests, Brawley sought the loan application for the project and any supporting documentation. After the County provided Brawley with a response she deemed inadequate, Brawley filed suit.

The County produced the loan application and a trove of additional documents related to the sewer project prior to any significant adversarial proceedings. Years later, a one-day bench trial resulted in a finding that the County violated FOIA and an award to Brawley of roughly \$81,000 in attorney's fees and costs.

There is sufficient evidence in the record to affirm the circuit court's finding that the County violated FOIA. Though we agree with the circuit court that Brawley partially prevailed and is entitled to an award of reasonable fees, there are material errors affecting Brawley's award. We regret prolonging this already lengthy litigation, but these errors necessitate reversal and a remand.

## **BACKGROUND**

Sometime between the years 2010 and 2013, the County applied for a loan and grant from the U.S. Department of Agriculture Rural Development office (the USDA) to fund the Lower Richland Sewer Project. The project involved expanding the County's sewer service.

In September 2014, Brawley submitted four separate FOIA requests to the County related to this project. In one of those requests—the one at issue here—Brawley sought "a copy of the application and supporting documentation" that the County submitted to the USDA. The County responded by letter, stating that it was researching Brawley's request and that it would release the information.

About one week later, the County produced six pages of documents. This production included a one-page, signed but undated application for federal assistance. Brawley understandably did not believe this was a full response; the loan request was for several million dollars. Brawley filed suit in March 2015.

---

<sup>1</sup> After initiating this litigation, Wendy Brawley served as a representative in the South Carolina legislature. For consistency with the circuit court proceedings, we refer to Former Representative Brawley as Brawley throughout the opinion.



The first cause of action in Brawley's lawsuit sought declaratory relief. As relevant here, Brawley sought declarations that the County failed to fully respond to her FOIA requests; that she was entitled to full and complete responses; and that she was entitled to costs and reasonable attorney's fees. Brawley's second cause of action was for temporary and permanent injunctive relief. There, Brawley asked the court to enjoin the County from taking several actions related to the project.

The lawsuit resulted in Brawley receiving a significant number of additional documents in relatively short order. In June 2015, about three months after Brawley filed suit, the County produced fifty-five pages of supplemental materials beyond the six-page FOIA response. These documents included a 2012 application requesting federal assistance for the sewer project. The application was signed by Andy Metts, the then-director of the County's utilities department.

The County also offered Brawley the opportunity to review its entire project file, and she accepted the offer about eight months later in February 2016. The file was apparently quite large and filled several feet of bankers' boxes. Brawley identified roughly 120 pages of additional documents during this inspection that she claimed were relevant to her FOIA request.

There was little court involvement in this case until long after the County's supplemental productions. In due time, however, the circuit court dismissed Brawley's injunctive claims because the requested relief—things like enjoining the County from contacting residents about the project or enjoining the County from going forward with the project—was not authorized under FOIA. The circuit court also dismissed a co-plaintiff from the case and granted partial summary judgment in favor of the County on three of Brawley's four FOIA requests because there was no dispute that those requests were fully resolved. The co-plaintiff and the reasons for its dismissal are not relevant to this appeal. As this paragraph's opening advertised, the point of this description is that the scope of the case significantly narrowed not long after the case was filed and that the bulk of the court activity in the case occurred well after the County's supplemental document productions.

The only FOIA request that was not resolved on summary judgment was the request at issue here—the request for the loan application and supporting documentation. The one-day bench trial on that request occurred roughly three years after the summary judgment order. Three witnesses testified: Brawley; Sara Salley, who

worked in the County's administration office at the time of the FOIA request; and Metts.

The trial focused on whether the County had conducted a diligent search for responsive documents before sending Brawley the six pages of materials as its FOIA response. Salley testified that she did not take part in completing the loan application for the sewer project and that she did not maintain a file on the project. Metts testified, however, that the six pages of documents the County initially provided to Brawley came from Salley's office. Metts explained that when he was unable to locate a copy of any applications in the utilities department, he or his staff contacted Salley for assistance.

The circuit court issued an order finding the County had violated FOIA by not conducting a reasonable investigation for all relevant documents before responding to Brawley. The order also included an injunction requiring the County to conduct an additional search and to produce any responsive documents within fifteen days.

The County filed a post-trial motion that, among other things, argued the circuit court could not order the production of additional documents because a prior circuit court order dismissed Brawley's cause of action seeking injunctive relief. The circuit court agreed with this argument in an amended order.

Both the original order and the amended order addressed attorney's fees by ruling that Brawley was entitled to fees but leaving the amount of fees open. Brawley filed an "affidavit as to attorney's fees and costs." The circuit court initially awarded Brawley roughly \$81,000 in fees and costs, which was the exact amount Brawley requested. After the County asked the circuit court to reconsider, the court reduced the award by about \$400.

## **ISSUES**

The County asserts that the circuit court erred in finding a FOIA violation. The County also argues that the court erred in awarding Brawley attorney's fees and costs because the court lacked jurisdiction to determine fees, or, in the alternative, because Brawley prevailed only in part.

Brawley contends the circuit court erred in removing the injunction requiring the County to search for and produce additional documents.

## STANDARD OF REVIEW

"A declaratory judgment action under . . . FOIA to determine whether certain information should be disclosed is an action at law." *Miramonti v. Richland Cnty. Sch. Dist. One*, 438 S.C. 612, 616, 885 S.E.2d 406, 408 (Ct. App. 2023) (quoting *Campbell v. Marion Cnty. Hosp. Dist.*, 354 S.C. 274, 280, 580 S.E.2d 163, 165 (Ct. App. 2003)). "As to questions of law, this court's standard of review is de novo." *Id.* (*Citizens for Quality Rural Living, Inc. v. Greenville Cnty. Plan. Comm'n*, 426 S.C. 97, 102, 825 S.E.2d 721, 724 (Ct. App. 2019)). "Our standard of review extends to correct errors of law, but we will not disturb the trial court's factual findings as long as they have reasonable support in the record." *Id.*

"The decision on whether to award attorney's fees [under FOIA] is discretionary in nature." *Campbell*, 354 S.C. at 289, 580 S.E.2d at 170. We will not disturb this decision unless the circuit court abused its discretion. *Sloan v. Friends of Hunley, Inc. (Friends II)*, 393 S.C. 152, 156, 711 S.E.2d 895, 897 (2011). "An abuse of discretion occurs when the conclusions of the trial court are either controlled by an error of law or are based on unsupported factual conclusions." *Id.* (quoting *Kiriakides v. Sch. Dist. of Greenville Cnty.*, 383 S.C. 8, 20, 675 S.E.2d 439, 445 (2009)).

## FOIA VIOLATION

For the reasons described below, there is sufficient evidence in the record to support the circuit court's finding that the County violated FOIA. *See Campbell*, 354 S.C. at 280, 580 S.E.2d at 166 ("[T]he trial court's factual findings will not be disturbed on appeal [of a declaratory judgment action under FOIA] unless a review of the record discloses that there is no evidence which reasonably supports the judge's findings.").

"The purpose of FOIA is to protect the public by providing a mechanism for the disclosure of information by public bodies." *Sloan v. Friends of Hunley, Inc. (Friends I)*, 369 S.C. 20, 26, 630 S.E.2d 474, 478 (2006). "[FOIA] must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings." S.C. Code Ann. § 30-4-15 (2007). There have been significant amendments to FOIA in the time since Brawley's FOIA requests. *See Act 67*, 2017 S.C. Acts 311. Throughout this opinion, we rely on the 2014 version of the act, which controls this litigation.

The County's main argument against the circuit court's finding of a FOIA violation is that the County supposedly requested and received certain documents from the USDA after this case commenced. The County contends these documents were not in its possession at the time of Brawley's request and thus the documents cannot support a finding of a FOIA violation.

We agree with the County that FOIA does not require public bodies to seek documents from third parties or recreate documents in order to respond to FOIA requests. *See Kissinger v. Reps. Comm. for Freedom of the Press*, 445 U.S. 136, 152 (1980) (stating FOIA "does not obligate agencies to create or retain documents; it only obligates them to provide access to those which it in fact has created and retained"); *see also, e.g., Ballard v. Newberry County*, 432 S.C. 526, 534, 535, 854 S.E.2d 848, 852 (Ct. App. 2021) (reversing the circuit court's finding of a FOIA violation because the record showed that at the time of the FOIA request, "the documents in question did not exist and were not in [Newberry] County's possession").

However, we respectfully disagree with the County's argument that any responsive documents Brawley obtained through this lawsuit were documents that the County received by virtue of its own request to the USDA. The only "evidence" presented to show that any of the later-produced documents came from the USDA was the County's own discovery response making that same assertion.

The circuit court found, based on witness testimony, that the County possessed additional responsive documents beyond the six pages originally produced and that the County failed to diligently search for and disclose the later-produced documents prior to Brawley filing this case. While we agree with the County that many of the documents Brawley identified in the project file do not qualify as responsive to her request for "the application and supporting documentation," other documents Brawley recovered through this litigation were plainly responsive to her request.

At minimum, the following documents, which were obtained through the February 2016 review but were not within the initial production or June 2015 production, were responsive to Brawley's FOIA request:

- a. Plaintiff's Exhibit 9, RC-0167–RC-0168, and Plaintiff's Exhibit 10, RC-0286, what appears to be a signed, 2010 certification to the USDA from the County's then-administrator; and
- b. Plaintiff's Exhibit 23, a letter from Metts on behalf of the County to the USDA providing additional requested information, including a tentative timeline for the project.

In addition, and again, at minimum, the following documents from the June 2015 production are documents that the circuit court could well conclude the County almost certainly retained and had in its possession when Brawley submitted her FOIA request:

- a. Plaintiff's Exhibit 5, RC-0001, a signed application dated July 18, 2012;
- b. Plaintiff's Exhibit 5, RC-0003–RC-0005, signed and dated budget and cost estimation sheets;
- c. Plaintiff's Exhibit 5, RC-0010–RC-0014, a signed "CERTIFICATION OF OUTSTANDING DEBTS" along with supporting documents;
- d. Plaintiff's Exhibit 5, RC-0022, a signed and dated "BALANCE SHEET," which references "integral" accompanying notes that we believe to be Exhibit 5, RC-0023–RC-0026; and
- e. Plaintiff's Exhibit 5, RC-0045–RC-0052, documents discussing "assumptions" for the project, showing maps of the project, and providing a user rate comparison sheet.

Though Metts claimed he conducted a search for Brawley's FOIA request, this testimony is not definitive and is contradictory to his statement that the utilities department's practice was to not shred or destroy anything related to ongoing projects. Accordingly, the responsive documents described above and the witness testimony support the circuit court's finding that the County did not diligently investigate Brawley's FOIA request.

Because the circuit court's findings are reasonably supported by the record, and there was no admissible evidence presented to the circuit court to show the responsive documents Brawley procured in litigation came solely from the USDA, we affirm.<sup>2</sup>

## PREVAILING PARTY

A party who prevails in an action to enforce FOIA "may be awarded reasonable attorney fees and other costs of litigation." S.C. Code Ann. § 30-4-100(b) (2007). A prevailing party is defined as "one who successfully prosecutes an action or successfully defends against it, prevailing on the main issue, even [if] not to the extent of the original contention[,] [and] is the one in whose favor the decision or verdict is rendered and judgment entered." *Friends II*, 393 S.C. at 156, 711 S.E.2d at 897 (third alteration in original) (quoting *Heath v. County of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)).

We have no difficulty determining Brawley partially prevailed in this action and is thus entitled to reasonable fees. As described above, one of the reasons Brawley brought this lawsuit was because she believed the County's initial response to her FOIA request was incomplete. Her lawsuit resulted in the County producing a substantial number of additional documents. While we agree with the County that many of the documents Brawley identified in its project file do not qualify as responsive to Brawley's request, that does not change the fact that some were plainly responsive.

Our supreme court previously deemed a plaintiff to have prevailed when a lawsuit "prompted [a public body] to do what a series of FOIA letter-requests could not

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<sup>2</sup> After the initial release of this opinion, the County petitioned for rehearing on the basis that the court did not address several issues raised in its brief, including the County's argument that Brawley did not plead a claim that the County failed to conduct an adequate search for responsive documents. We respectfully disagree that the claim was not pled. Brawley's pleading alleged that the County's FOIA response was incomplete, inadequate, and that the County failed to properly and fully respond. As to the other issues we do not address, we believe the analysis in this opinion renders it unnecessary to address them. See *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (ruling it is unnecessary for an appellate court to address remaining issues when its resolution of a prior issue is dispositive).



accomplish—produce the requested documents." *Id.* at 158, 711 S.E.2d at 898; *see also id.* at 157, 711 S.E.2d at 897 ("When a public body frustrates a citizen's FOIA request to the extent that the citizen must seek relief in the courts and incur litigation costs, the public body should not be able to preclude prevailing party status to the citizen by producing the documents after litigation is filed."). The same is true here. Accordingly, we affirm Brawley's status as a prevailing party.

## AMOUNT OF FEES

Once a party is deemed prevailing, the next step is to determine a "reasonable" award. *See Burton v. York Cnty. Sheriff's Dep't*, 358 S.C. 339, 357, 594 S.E.2d 888, 898 (Ct. App. 2004). That calculation generally rests within the circuit court's discretion, and we will not disturb an award absent an abuse of discretion. *Horton v. Jasper Cnty. Sch. Dist.*, 423 S.C. 325, 330, 815 S.E.2d 442, 444 (2018).

Two problems prevent us from affirming the fee award in this case. First, we cannot discern how the circuit court came to the amounts in the original or amended awards. Brawley requested \$81,264.96 in fees and costs. The court's original order was a brief three pages, did not explicitly review the time submitted by Brawley's attorneys, and then awarded the requested fees in full. The court's amended order modified the award by claiming to deduct the time devoted to Brawley's unsuccessful injunctive relief claim, the County's successful motions to dismiss, appellate matters, and a fifty-percent reduction for certain work to account for tasks Brawley's counsel performed on behalf of the co-plaintiff dismissed at the case's beginning. All of these claimed deductions somehow resulted in a new award of \$80,845.71, which was only \$419.25 less than the original award. We find it impossible to see how the above-described deductions totaled only \$400.

Our second issue is that we strain to find justification for an award of roughly \$80,000 in fees and costs for a FOIA case where there was minimal discovery and where the public body never argued that any of the materials Brawley requested were exempt from disclosure. *Cf. Horton*, 423 S.C. at 327–28, 331, 815 S.E.2d at 443–44, 445 (awarding roughly \$35,000 in fees and \$1,000 in costs in a case in which the public body refused to turn over the requested records, produced some records after the FOIA requester filed suit, and the circuit court ultimately had to order the public body to produce all necessary records). To this same point, the order awarding fees included a finding that Brawley secured responsive documents after several hearings, "extensive discovery," and a number of pre- and post-trial motions. This

directly contradicts the record in a number of respects. The additional responsive documents were provided relatively early in the litigation without any significant adversarial proceedings.

For these reasons, we reverse the fee award. *See id.* at 331–32, 815 S.E.2d at 445 (explaining that the law requires a trial court to base fee awards "on a sound evidentiary basis" and to "adequately explain[ the award] with specific findings," or else the fee award will constitute an abuse of discretion warranting reversal).

Precedent explains the circuit court should consider six factors in setting an award of fees. Those factors are:

(1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services.

*Burton*, 358 S.C. at 358, 594 S.E.2d at 898. For each factor, the court "should make specific findings of fact on the record." *Id.*

We were not able to locate a binding precedent that establishes a more detailed framework for deciding a request for fees under FOIA. During oral argument in this court, the parties agreed that *Hensley v. Eckerhart*, 461 U.S. 424 (1983), a prominent federal case, provides useful guidance.

*Hensley* explains, "The most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Id.* at 433. "This calculation provides an objective basis on which to make an initial estimate of the value of a lawyer's services." *Id.* But hours "not 'reasonably expended'" should be "exclude[d] from this initial fee calculation." *Id.* at 434 (citation omitted). This includes "hours that are excessive, redundant, or otherwise unnecessary." *Id.*

A review of the results obtained is a particularly important consideration, especially "where a plaintiff is deemed 'prevailing' even though he succeeded on only some of his claims for relief." *Id.*



In this situation[,] two questions must be addressed. First, did the plaintiff fail to prevail on claims that were unrelated to the claims on which he succeeded? Second, did the plaintiff achieve a level of success that makes the hours reasonably expended a satisfactory basis for making a fee award?

*Id.* "[T]he most critical factor is the degree of success obtained." *Id.* at 436.

The degree of Brawley's success is difficult to evaluate. This litigation resulted in Brawley securing responsive documents that she had not secured before, but her cause of action for injunctive relief was dismissed early in the litigation, and the circuit court granted partial summary judgment to the County because, at the time of the summary judgment hearing, there was no dispute that the County fully responded to three of her four FOIA requests. The record is not clear what issues remained in the case following this partial summary judgment order.

Brawley argues in her cross-appeal for the reinstatement of the circuit court's order compelling the County to reinvestigate the FOIA request and produce any further responsive documents. For reasons discussed later in this opinion, that argument is procedurally barred. Even so, we interpret the trial transcript as showing Brawley was focused on the County's actions at the time of her FOIA request, not any time thereafter. Put differently, the trial proceeded as though the parties were litigating a past FOIA violation, not a continuing FOIA violation.

In one sense, it is difficult to understand the need for a trial on the County's diligence in its initial document search when it appears Brawley had been given access to all of the documents the County possessed three years before the trial occurred. This calls to mind past cases where our supreme court found there not to be a viable FOIA claim. In one such case, the court held that there was "no continuing violation" for the trial court to issue a declaratory judgment because the information the plaintiff sought had been disclosed. *Friends I*, 369 S.C. at 26, 630 S.E.2d at 478. In another, the court concluded that the FOIA violation claim was mooted when the information was produced. *Sloan v. S.C. Dep't of Revenue*, 409 S.C. 551, 555, 762 S.E.2d 687, 689 (2014) ("Indeed, Sloan acknowledges that his claim for injunctive relief was mooted when he received the documents. Sloan contends, however, that the claim for declaratory relief remained viable. We disagree, for 'the information Sloan sought has been disclosed, [and] there is no continuing violation of FOIA upon

which the trial court could have issued a declaratory judgment.'" (alteration in original) (quoting *Friends I*, 369 S.C. at 26, 630 S.E.2d at 478)).

But in another sense, it seems obvious that unless the County was willing to stipulate that its initial search for responsive documents was not reasonable, Brawley was entitled to take her claim for a declaratory judgment on that issue to trial. On top of that, and even though she was granted access to the County's entire project file, Brawley has not conceded that she has received all responsive information. The lack of such a concession makes this case different from the cases discussed in the previous paragraph. *Cf. Friends I*, 369 S.C. at 26, 630 S.E.2d at 477–78 ("In the instant case, Sloan concedes that Friends has provided all documents requested pursuant to FOIA."); *Sloan*, 409 S.C. at 554, 762 S.E.2d at 688 ("Three weeks after Sloan filed suit, DOR provided Sloan with the documents he had requested. The trial court held a hearing at which Sloan conceded that his request for injunctive relief was mooted by DOR's production of documents."). Still, this case did not result in Brawley receiving any prospective relief.

A reasonable fee award must include only "reasonably expended" hours and must be proportional to the degree of success obtained. While Brawley is undoubtedly entitled to fees for securing additional documents responsive to her FOIA request, it is important to ensure her award is reasonable. Precedent explains, "Decisions as to the amount of attorneys' fees should ordinarily be made by trial courts[,] and "[w]hen a trial court's decision is made on a sound evidentiary basis and is adequately explained with specific findings—as the law requires—we defer to the trial court's discretion." *Horton*, 423 S.C. at 331, 815 S.E.2d at 445 (emphasis added). Here, there is no adequate explanation of the amount originally granted or the deductions made in the amended order, and the amount awarded is difficult to justify. Consequently, we reverse the award and remand for proper consideration.

## **ADDITIONAL ARGUMENTS CONCERNING FEES**

The parties raise a number of additional arguments related to attorney's fees. We address these in turn both for completeness and with the earnest hope that doing so will assist the proceedings on remand.

## **Appellate Matters**

We agree with the County that certain fees and costs related to appellate matters were not appropriate for the circuit court to award in this case. Rule 222(e), SCACR ("Costs on appeal shall be taxed only in the appellate court."); Rule 222(b), SCACR (specifying the appellate costs and fees recoverable under Rule 222, including filing fees for notices of appeal and costs for ordering transcripts and printing briefs and records); *Belton v. State*, 313 S.C. 549, 554–55, 443 S.E.2d 554, 557 (1994) (finding it error for the circuit court to assess fees and costs pursuant to Rule 222 because "costs on appeal may only be taxed in the [a]ppellate [c]ourt"); *but see Muller v. Myrtle Beach Golf & Yacht Club*, 313 S.C. 412, 416, 438 S.E.2d 248, 250 (1993) ("Rule 222 'does not preempt an award of attorney's fees to which one is otherwise entitled.'" (quoting *McDowell v. S.C. Dep't of Soc. Servs.*, 304 S.C. 539, 543, 405 S.E.2d 830, 833 (1991))).

We could not determine what appellate-related costs the circuit court actually deducted here, if any. Though the circuit court said it was deducting such costs, the court did not specify what amounts were deducted. On remand, the circuit court should make deductions consistent with this opinion and specify those deductions.

## **Fees for Paralegal Work**

The County argues that an award of fees and costs in a FOIA case may not include fees incurred by paralegals and support staff. It relies on our decision in *O'Shields v. Columbia Auto., LLC*, 435 S.C. 319, 867 S.E.2d 446 (Ct. App. 2021), *aff'd*, 443 S.C. 29, 902 S.E.2d 375 (2024).

*O'Shields* does not control on this issue because that case turned on North Carolina law. We have not found a South Carolina FOIA case that is binding on this point, but there are several South Carolina cases upholding the inclusion of paralegal fees within reasonable fee awards. *See Layman v. State*, 376 S.C. 434, 459–62, 658 S.E.2d 320, 333–35 (2008) (modifying an award of fees pursuant to the state action statute but keeping the inclusion of paralegal and law clerk fees in the award); *Charleston Lumber Co. v. Miller Hous. Corp.*, 318 S.C. 471, 483–84, 458 S.E.2d 431, 438–39 (Ct. App. 1995) (including paralegal fees in an award pursuant to a contract, which "provide[d] for 'reasonable attorney's fees' without specifying a rate or amount, [thereby leaving] the amount of the fees to be awarded to the discretion of the court" (emphasis added)); *Hayduk v. Hayduk*, 436 S.C. 411, 433–34, 872

S.E.2d 847, 858–59 (Ct. App. 2022) (upholding an award of fees in a family court matter that included paralegal tasks, when "Wife's attorney . . . attested she charged an hourly rate of \$200 per hour for attorney tasks and \$100 per hour for paralegal tasks [and] [t]he billing statement show[ed] Wife's attorney billed for 21.8 hours at the \$200 rate and 25.4 hours at the \$100 rate[; therefore t]he attorney's fee affidavit . . . established the time necessarily devoted to the case, the professional standing of counsel, and customary legal fees for similar services").

Skilled paralegals and support staff are an indispensable part of practicing law and allow attorneys to reduce the time (and thus the fees) devoted to a case. It would be counterproductive to discourage the reduction of fees and costs that occurs when a lawyer uses support staff for work that contributes to the litigation and is billed at less than the lawyer's standard rate. *See Missouri v. Jenkins*, 491 U.S. 274, 288 n.10 (1989) ("It has frequently been recognized in the lower courts that paralegals are capable of carrying out many tasks, under the supervision of an attorney, that might otherwise be performed by a lawyer and billed at a higher rate.").

"[P]urely clerical or secretarial tasks[, however,] should not be billed' at the same rate as pure legal work." *Nat'l Lab. Rels. Bd. v. Bannum, Inc*, 102 F.4th 358, 366 (6th Cir. 2024) (first alteration in original) (quoting *Jenkins*, 491 U.S. at 288 n.10); *id.* ("Pure clerical work . . . does not require legal knowledge."); *id.* (listing examples of clerical and secretarial tasks as described by other federal circuit courts). This is true even if an attorney performs the clerical or secretarial acts himself. *See Jenkins*, 491 U.S. at 288 n.10 ("[N]on-legal work may command a lesser rate. Its dollar value is not enhanced just because a lawyer does it." (citation omitted)).

We accordingly hold a circuit court may include paralegal and support-staff fees in a computation of reasonable fees and costs so long as they are billed at appropriate and reasonable rates and that the tasks involved contribute to the litigation.

## **OTHER ISSUES**

There are two remaining issues we must resolve. First, Brawley argues that the circuit court erred in removing the injunction from its original order finding the County violated FOIA. The original order required the County to search for additional responsive documents and deliver them within fifteen days. Second, the County argues that the circuit court lost jurisdiction to award attorney's fees when

Brawley's counsel did not file a formal motion requesting fees within ten days of the circuit court's original order.

We need not address Brawley's argument regarding the removal of injunctive relief. This argument is not preserved for our review. Brawley did not provide any counterargument when the County asked the circuit court to remove the injunction from its original order. Brawley did not file any motion or memorandum opposing the County's request, and there was no hearing on the matter. As a result, the arguments in Brawley's cross-appeal were never presented to the circuit court and are thus not preserved. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.").

We reject the County's argument that the circuit court did not retain jurisdiction to award fees. The County is completely correct that post-trial motions must typically be filed within ten days of a final judgment. *See Overland, Inc. v. Nance*, 423 S.C. 253, 256, 815 S.E.2d 431, 433 (2018) (reiterating "the ten-day deadline in Rule 59(e)[, SCRPC,] is an absolute deadline"); *Rutland v. Holler, Dennis, Corbett, Ormond & Garner (L. Firm)*, 371 S.C. 91, 96, 637 S.E.2d 316, 318–19 (Ct. App. 2006) (applying the ten-day limitation on post-trial motions to a motion for attorney's fees and costs). But the circuit court's initial order and its amended order specifically invited future proceedings on the issue of fees. Thus, we conclude that the circuit court properly "reserved" jurisdiction over the issue. *See Leviner v. Sonoco Prod. Co.*, 339 S.C. 492, 494, 530 S.E.2d 127, 128 (2000) (explaining that, "absent a 'reservation' of jurisdiction[,]" a circuit court will lose jurisdiction once the post-trial motion deadline has passed); *see also, e.g., Coker v. Cummings*, 381 S.C. 45, 53, 671 S.E.2d 383, 387 (Ct. App. 2008) ("[A]lthough the form order did not mention the full order would follow, the master instructed one of the defendants' attorneys to draft the longer order. Therefore, the master reserved jurisdiction and could enter the full order."); *Glassmeyer v. City of Columbia*, 414 S.C. 213, 218, 225, 777 S.E.2d 835, 838, 841 (Ct. App. 2015) (noting, in affirming an award of fees, that the circuit court had "held the record open for [the FOIA requester] to submit an affidavit for attorney's fees").

We also reject the County's argument that Brawley's "affidavit as to attorney's fees and costs" did not qualify as a proper motion. "The substance of the relief sought," not the form, is typically what matters. *Standard Fed. Sav. & Loan Ass'n v. Mungo*,

306 S.C. 22, 26, 410 S.E.2d 18, 20 (Ct. App. 1991). Brawley's affidavit clearly set forth the grounds for her request and the relief sought. *See* Rule 7(b)(1), SCRCP (requiring a motion to, among other things, state its grounds and the relief sought).

As to any remaining arguments, we decline to address them given the controlling issues outlined throughout this opinion. *See Futch*, 335 S.C. at 613, 518 S.E.2d at 598 (ruling it unnecessary for an appellate court to address remaining issues when its resolution of a prior issue is dispositive).

## **CONCLUSION**

We affirm the circuit court's finding that the County violated FOIA. As to the fee award, we affirm Brawley's status as a prevailing party but reverse and remand the award for proper consideration consistent with this opinion.

**AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.**

**GEATHERS and VINSON, JJ., concur.**

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February 3, 2025

**Via Email-Filing:**

The Hon. Jenny Abbott Kitchings, Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, South Carolina 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

**RE:** Gabriel Crespo v. Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC  
Appellate Case No. 2025-000150  
Case No. 2022-CP-02-2324  
Our File No.: 00305-002

Dear Ms. Kitchings:

Enclosed for filing is Respondent-Appellant Gabriel Crespo's Notice of Appeal, exhibits (Orders) and proof of service for same.

Sincerely Yours,



Wesley D. Few

Enclosures

WDF/cgy

CC: All Counsel of Record (*Via Email*)  
Client (*Via Email*)

ELECTRONICALLY FILED - 2025 Feb 05 3:59 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202324



THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

Martha M. Rivers, Circuit Court Judge

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Appellate Case No. 2025-000150

Case No. 2022-CP-02-2324

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Gabriel Crespo,

Respondent-Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC,

Defendants,

Of Which Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC, are the

Appellants-Respondents,

And Josee Riviere is the

Respondent.

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**NOTICE OF APPEAL**

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Gabriel Crespo (“Respondent-Appellant”) appeals the following Orders reducing damages under the SCUTPA and denying Defendants’ post-trial motions: 1) Order Regarding Motions for Judgment Notwithstanding the Verdict, New Trial, Remittitur, and Reduction of Damages in Accordance with the South Carolina Unfair Trade Practices and Constructive Fraud As to Rhett Riviere, Chase Enterprises, and R.C. Riviere Properties filed January 3, 2025; and 2) Order



Regarding Motion for Judgment Notwithstanding the Verdict, or in the Alternative for a New Trial, Or in the Alternative for a New Trial Nisi Remittitur as to Josee Riviere filed January 3, 2025.. Copies of the January 3, 2025 Orders and Form 4 Orders and Judgments dated September 25, 2024, including the Verdict Forms dated September 24, 2024, are attached hereto. Respondent-Appellant received written notice of these Orders on January 3, 2025. Respondent-Appellant received a notice of appeal from Appellants-Respondents on January 27, 2025.

/s/Deborah B. Barbier

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February 3, 2025

Columbia, South Carolina

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Attorneys for Respondent Josee Riviere

# **Exhibit 1**

Order  
January 3, 2025

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF AIKEN )  
 )  
 Heather Crespo )  
 )  
 Plaintiff )  
 )  
 vs )  
 )  
 Rhett Riviere, Josee Riviere, Chase )  
 Enterprises, LLC, and R.C. Riviere )  
 Properties, LLC )  
 )  
 Defendant )  
 )

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IN THE COURT OF COMMON PLEAS  
 SECOND JUDICIAL CIRCUIT

2022 CP 02 2323  
 2022 CP 02 2324

**Order Regarding Motions for Judgment  
 Notwithstanding the Verdict, New Trial,  
 Remittitur, and Reduction of Damages in  
 Accordance with the South Carolina  
 Unfair Trade Practices and  
 Constructive Fraud  
 As to Rhett Riviere, Chase Enterprises,  
 LLC, and R.C. Riviere Properties**

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF AIKEN )  
 )  
 Gabriel Crespo )  
 )  
 Plaintiff )  
 )  
 vs )  
 )  
 Rhett Riviere, Josee Riviere, Chase )  
 Enterprises, LLC, and R.C. Riviere )  
 Properties, LLC )  
 )  
 Defendant )  
 )

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This litigation was tried in Aiken County on September 16, 2024. Following the trial, defendants Rhett Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties moved for new trial remittitur, judgment notwithstanding the verdict, reduction of punitive damages as the result of passion, caprice, and/or conjecture and pursuant to the statutory cap, and election of remedies between negligence and negligence per se. Due to plaintiff's efforts to enforce the judgement, defendants also moved to stay enforcement and to quash subpoenas issued in relation to efforts to identify assets and protect assets. Defendant Josee Riviere's motions are addressed in a separate

order. After due deliberation, review of statutes and case law, and consideration of the arguments of counsel, I hereby find and order as follows:

### **I. Case History and Facts**

This factual basis of this litigation involves the taking, editing, retention, and potential sharing of videos of plaintiffs while they rented a residence from defendants for three months in 2001. Plaintiffs were unaware of the videotaping until a separate law enforcement investigation revealed a computer file bearing their names saved on defendant Rhett Riviere's computer equipment. Plaintiffs became aware of the recordings in 2022. The videos show plaintiffs engaging in sexual acts in the bedroom and bathroom of the rental property in Aiken County, South Carolina.

The evidence presented at trial showed that defendants regularly rented property in Aiken, South Carolina, to other members of the polo and equine community who visited the area. Defendant Rhett Riviere, individually or by and through the LLCs he owned and/or managed, rented property on a boat on the coast of South Carolina and other homes in Aiken. Cameras were located in the bedrooms and bathrooms of these abodes. The videos shown to the jury were limited to the videos of the plaintiffs, videos showing defendant Rhett Riviere adjusting video equipment, and a few additional videos of other subjects whose faces were blurred for identity protection. Nudity was included in the videos. Sexual acts were the subject of the videos of the plaintiffs.

Non-party witnesses testified that the evidence showed videos had been transferred from device to device, that the defendant Rhett Riviere had a drop box cloud or internet account available to him and that at least two videos of the plaintiffs had been compiled from a VHS style recording into a digital file. There was testimony that the properties searched by law enforcement were listed on rental websites at one time. Rhett Riviere was called as a witness but pled protections pursuant to the Fifth Amendment of the United States Constitution due to the still pending criminal charges of three counts of voyeurism.

As to damages, plaintiffs testified they paid a rental fee for the cottage, each have sought counseling services since discovery of the video tapes, and plaintiff Heather Crespo visited the emergency room following her deposition in this litigation for treatment for a potential heart attack. Heather Crespo had a total cost of \$1,920.00 for her counseling sessions, as testified to at trial by her counselor and included in admitted exhibits. Gabriel Crespo had a total cost of \$125.00 for therapy as testified to at trial by his counselor and included in admitted exhibits. Gabriel Crespo testified that the rental for the cottage was \$2,400.00. Gabriel Crespo is a wellknown polo player, having a successful career since its outset in 2001.

Each plaintiff gave detailed, emotional testimony as to the trauma caused by the acts of defendants. At trial, there was evidence and argument as to the "unknown" location of videos, the number of videos, the amount of copies and whether they were shared to a broader community. Plaintiffs each testified as to the reputational and emotional harm. Heather Crespo

testified that her move from Aiken, South Carolina, was at least in part due to the damage from the discovery of the videos and the knowledge in the community that she and her former husband were videotaped. The testimony amounted to the acknowledgment of the gossip fodder presented to the community by the criminal investigation and discovery of their videos.<sup>1</sup>

Rhett Riviere was questioned by plaintiffs as to the acts of filming and savings recording, the intent of these acts, the sharing of videos, the storage of videos, the location and amount of assets held by him and/or the defendant corporations, the length of time he engaged in this behavior, and the formation and holdings of the corporations. Defendant Rhett Riviere pled his Fifth Amendment protections throughout his questioning. No other officers or agents for the corporations testified.

The jury found for the plaintiffs and against the defendants Rhett Riviere, Chase Enterprises, LLC, of South Carolina, and R.C. Riviere Properties, LLC, on several causes of action.<sup>2</sup> The jury awarded damages pursuant to each cause and totaled the damages as cumulative for a total award against Rhett Riviere of \$22,000,000, against Chase Enterprises, LLC of South Carolina of \$2,000,000, and R.C. Riviere Properties, LLC of \$2,000,000. At defendants' election, punitive damages were presented in a separate hearing immediately following the liability phase. The entire trial process encompassed two weeks.

Plaintiffs' causes of action were negligence, negligence per se based upon a broker/realtor statutory protection of SC Code § 40-57-20 (1976, as amended), invasion of privacy, intentional infliction of emotional distress, constructive fraud, and the statutory protections of SC Unfair Trade Practices Act, SC Code § 39-5-10, et seq (1976, as amended).

In the post-trial motions, defendants assert the verdict, particularly the verdict form, led to double recovery and confusion by the jury. The verdict form provided for a finding for or against each party as to each cause of action and a determination of damages as to each, if any. The form also allowed the jury to total all damages awarded to each plaintiff. No request for specific polling or further inquiry into the jury was made at the time of trial.

Additionally, defendants move for judgment notwithstanding the verdict based upon the same grounds as their directed verdict motion. First, they request a verdict on the claims of the negligence and negligence per se due the lack of physical injury or property damage proven by the plaintiffs. As to negligence per se, defendants argue that the statute in question was for general protection of the public and did not create a protected class of persons that plaintiffs belong to. Defendants argued plaintiffs failed to prove a negligent misrepresentation upon which

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<sup>1</sup> At the time of the cottage rental and taking of the videos, Gabriel Crespo and Heather Crespo were newly married. Since that time, the couple has divorced. They brought separate, individual actions against identical defendants. <sup>2</sup> The actions of Heather Crespo, 2022-CP-02-2323, and Gabriel Crespo, 2022-CP-02-2324, were consolidated prior to trial. Josee Riviere was also named as a defendant. Her motions are ruled upon by a separate order as the jury found against Josee Riviere pursuant to one cause of action, SC Unfair Trade Practices Act. The jury found against the remaining defendants for all applicable causes of action. Any reference to defendants in this order does not include defendant Josee Riviere.

a constructive fraud claim can rest and that the damages were not appropriately measured by the jury.

## II. Judgment Notwithstanding the Verdict is Denied

Defendant's moved for judgment notwithstanding the verdict based upon lack of actual damages or injury, lack of sufficient evidence for each cause of action and the inappropriateness of the realtor statute as the basis of a negligence per se action.

A motion notwithstanding the verdict is a renewal of the motion for directed verdict. Wright v. Craft, 372 S.C. 1, 20, 640 S.E.2d 486, 496 (Ct.App.2006). The trial court may grant a motion for judgment notwithstanding the verdict only if "no reasonable jury could have reached the challenged verdict." Jamison v. Hilton, 413 S.C. 133, 775 S.E.2d 58 (Ct. App. 2015) (quoting Gastineau v. Murphy, 331 S.C. 565, 568, 503 S.E.2d 712, 713 (1998)). In deciding a motion for judgment notwithstanding the verdict, a trial court does not have the authority to decide issues of credibility or conflicts in the evidence or testimony. Welch v. Epstein, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct.App.2000).

In a JNOV motion, the court is not concerned with the weight of the evidence but with the existence of evidence upon which a reasonable juror could base his or her decision. Curcio v. Caterpillar, Inc., 255 S.C. 316, 585 S.E.2d 272 (2003). The judgment may be altered if no reasonable jury could reach the same result. Id. A jury's determination of damages must be given substantive deference with a motion for JNOV granted only if the evidence clearly shows the award was the result of passion, caprice, partiality, corruption, or other improper motive. Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (1996) (citing Cock-n-Bull Steakhouse v. General Insurance, 466 S.E.2d 727 (1996)). See also Rush v. Blanchard, 310 S.C. 375, 426 S.E.2d 802 (1993) (trial judge is familiar with the evidentiary atmosphere and has discretion in determining reasonableness of jury's award in light of that atmosphere). As with a directed verdict motion, the analysis for a judgment notwithstanding the verdict is viewed in the light most favorable to the non-moving party. Jolly v. General Electric, 435 S.C. 607, 869 S.E.2d 819 (2021). The court must have a compelling reason to invade the jury's decision making as to damages. Todd v. Joyner, 385 S.C. 509, 685 S.E.2d 613 (Ct. App. 2008) (*aff'd as to other grounds appealed* 385 S.C. 421, 685 S.E.2d 421 (2009)).

### *Evidence of Damages*

Based upon the testimony and evidence presented, the court finds that there is evidence of property damage and other injury to plaintiffs. Plaintiffs have certainly endured extreme emotional turmoil as evidenced by their testimony. The fact that the emotional turmoil is the overwhelming damage does not negate the evidence of physical injury accompanying the

emotional shock and anguish.<sup>2</sup> Each plaintiff presented evidence of counseling fees and sought treatment. The plaintiffs presented evidence of the \$2,400.00 rental fee charged by defendants.

Further, the plaintiffs testified as to the ongoing nature of the acts. The unknown locations of the videos, the unknown viewings without consent, the different dates of the actual capture of the videos and then the injury caused in the discovery of the videos. This type of ongoing injury certainly results in a greater compensatory amount if a jury finds there is an injury at all.

*Negligence Per Se Based upon Realtor Protection Statute*

Plaintiffs brought an action for negligence per se alleging that S.C. §40-57-20 regarding duties of real estate brokers, sales persons and property managers creates a standard and duty that was breached by defendants. Defendants point out that South Carolina has not applied this statute to short term rental activities such as those engaged in by defendants. Section 40-57-20 requires a property manager, realtor or real estate broker to have a valid license from the Real Estate Commission. Section 40-57-10 explains that the Real Estate Commission regulates the industry to protect the public when engaging in real estate transactions.

The evidence as presented at trial showed that Rhett Riviere formed limited liability corporations as a way of manages his estate and rented property regularly. At least one of the realtors who testified explained that she referred potential renters to defendant Riviere and he handled all of his rentals himself, including drafting any rental agreements. Nothing in the statute addresses whether rentals must be of a certain duration to trigger the statutory protection. Without such limitation, the court finds no reason this statute would not apply to these rentals. The statute itself indicates it is for the protection of the public.

The case law in South Carolina establishes a private cause of action for negligence per se due to a statutory violation when the statute creates such a cause or the legislative intent of the statute is to protect a specific class of persons. Doe v. Marion, 373 S.C. 390, 645 S.E.2d 245 (2007). General protection of the public does not create a private cause of action. Id. However, as discussed at length by our Supreme Court in Denson v. National Casualty Company, 429 S.C. 142, 886 S.E.2d 228 (2023), the inquiry as to a private cause of action created by the statute arises when there is no common law duty owed to the plaintiffs. In this case, there is a common law duty created from the special relationship of the parties as landlord and tenant. The statutory violation may be evidence of the breach of that common law duty and negligence per se.

Plaintiffs allege defendant did not receive licensing as a real estate broker or property manager in violation of S.C. Code §40-57-20 which reads:

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<sup>2</sup> The court is not considering a separate injury for specific misappropriation of image or likeness beyond what was presented to the jury at trial.



It is unlawful for an individual to act as a real estate broker, real estate associate, or real estate property manager or to advertise or provide services as such with an active, valid license issued by the [South Carolina Real Estate Commission].

The real estate commission is created to protect the public in real estate transaction. S.C. Code §40-57-10. Chapter 57 of Title 40 gives an extensive listing of the requirements of licensed brokers, associates, and managers. Many of the provision deal with fair dealing, disclosures of relationships, and account management that are not applicable to the claims in this case. Several provisions relate to the requirement of periodic criminal background checks and review of trustworthiness and fair dealing by the commission in renewal of a license. 40-57-115, 40-57-135 (listing duties of property managers and supervised licensees 40-57-340 (conditions of license renewal and criminal background checks required every three years)), 40-57-350 (defining broker duties to client and agency, including honesty and fair dealing), and 40-57-510 (property manager licensing includes a criminal background check and investigation). Article 7 of Chapter 57 in Title 40 details complaints and redress for violations of the chapter.

These code sections exempt owners of property offering services as long as the ownership interest and the owner are identical. Defendants have not raised ownership as a defense to any claim.

Although mere licensing does not give rise to a private cause of action, the statutory scheme outlined for the renewal of licenses, the review of grievances, the potential disciplinary action, and the requirements for supervision of licensees by others in the profession detail the protections statutorily afforded to buyers, sellers, and renters in the South Carolina real estate market. As renters, plaintiffs lie in the class to be protected by these code sections which begin with the requirement for licensing of the persons selling and/or leasing real property that is not held by them as identical owners of the property.

Trial evidence was presented that defendant owned the property in different entities and assisted in the renting of property he did not own prior to his mother's death. This is evidence of a violation of the statutory requirements of licensing with the ultimate goal of protecting the renters. We do not know what would have occurred if the real estate commission had investigated defendant Riviere as required in a licensed environment. We do not know what complaints would have been made if the defendant had been required to renew his license.

### *Intentional Infliction of Emotional Distress*

Defendants moved for JNOV on the cause of Intentional Infliction of Emotional Distress, stating that the evidence did not support extreme or severe emotional distress. The court notes that both plaintiffs were very emotional during their testimony. Gabriel Crespo cried continuously. When questioned about the possibility of a John Doe filing, he staunchly defended his decision to confront Mr. Riviere directly. Heather Crespo, who is now employed in the medical field, detailed how she suspected she had a heart attack due to her extreme stress following her deposition testimony. Although that was due to the litigation process, her

questioning in deposition was a product of the acts by defendants and result of recounting of the harm imposed by defendant's acts. As argued by the plaintiffs, the plaintiffs will never have full confidence of where their images are, who may watch them, and if they will ever be presented in a more public fashion. For these reasons, the court denies this motion and finds more than sufficient basis for the tort of intentional infliction of emotional distress upon which the jury awarded its verdict.

### *Verdict Form and Double Recovery/Confusion*

The verdict form allowed for allocation of the verdict amounts by cause of action and also asked the jury to indicate the total amount of damages. The court agrees with defendants that the measure of damages for negligence and negligence per se are identical. However, the court disagrees that the verdict given is double recovery requiring an election of remedies.

It is clear the jury intended for a total amount of damages against the defendants to be \$11,000,000.00 against Rhett Riviere, \$500,000.00 as to Josee Riviere, \$1,000,000.00 as to Chase Enterprises, LLC, and \$1,000,000 as to R.C. Riviere Properties, LLC. Whatever confusion may have been present regarding damages for negligence and negligence per se, the intent of the total award is clear and does not require an election between the two. The court agrees with plaintiff that any further inquiry would have been appropriate at the time of the award and should not be disturbed now.

The total award was added at the request of defense counsel and this amount shows what the jury intended as the full damages. This court will not invade the province of the jury to abrogate that intent, a reasonable jury could have reached the challenged verdict. Gastineau v. Murphy, 331 S.C. 565, 503 S.E.2d 712 (1998) (finding the timeline of facts shown by the evidence did not support the whistleblower retaliation claim and award of damages therefrom). The total award, as given by the jury for negligence, negligence per se and the remaining tort actions, stands.<sup>3</sup>

### **III. Damages for SCUFTPA and Constructive Fraud Must be Limited**

The jury found each of the four defendants liable under the Unfair Trade Practices Act, S.C. Code §§ 39-5-10 to -160. Each defendant was found liable for \$500,000 for a total of \$2,000,000.

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<sup>3</sup> Plaintiffs also argue that each tort does not have identical timelines and therefore may explain the differing amounts in the jury's awards. Furthermore, plaintiffs argue the intentional infliction is a continual harm from the date of discovery as the ultimate locations of the videos are unknown unless or until the defendant provides proof of such location. Plaintiffs allege there are multiple wrongs in the same set of facts as proven to the jury. This court is not guessing at the intent of the jury on either argument but relying upon the total as the jury found liability on each and every cause of action.

Any person who suffers from an unfair or deceptive act may bring an action to recover for actual damages. S.C. Code § 39–5–140(a). If the court finds that the unfair or deceptive method was willful or knowing, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Id. § 140(a). Upon this finding, the court shall also award reasonable attorney’s fees and costs. Id. Accordingly, the damages shall be reduced to the amount the Crespo’s loss in accordance with the act, then trebled. Defense counsel has requested a separate hearing as to the reasonableness of requested attorney’s fees. This action is distinguishable from the negligence and negligence per se actions because of the restricted amounts and the nature of the damages.

The court must construe the statute in the ordinary and plain meaning. State v. Morgan, 352 S.C. 359, 574 S.E.2d 203 (Ct. App. 2002). SC §39-5-140 provides that the claimant but have suffered an “ascertainable loss of money or property” due to the deception or unfair method, act or practice. Viewing the language of the SCUFTPA and the progeny of cases pursuant to this act, the court finds that damages pursuant to that act are limited to the amount of the rental check; \$2,400.00 jointly. The specialized verdict form does allow us to determine that the jury did not follow the correct measure of damages in this cause of action.

Defense argues that even this finding is improper as no evidence was presented to indicate the value of a rental that does not have secret video recording devices in the bathroom that are pointed at the shower and in the bedroom directed on to the bed for night viewing. The court finds the jury had sufficient information to determine if there was any value to such a rental for the purposes of the SCUFTPA. Two realtors testified in this trial, and it is of such common knowledge that living quarters do not normally have cameras to record private intimacies and nudity. The court finds a sufficient basis for the value of the rental.

In light of the evidence presented at trial and based upon the verdict of the jury, the court finds that defendants’ violation of the SCUFTPA is willful pursuant to the statute. S.C. § 39-5140(d) defines a willful violation as one which the offender knew or should have known was a violation. As the jury found that defendants violated the statute with a deceptive or unfair practice, this court finds that defendants should have known of this deception. The trial testimony was that the camera was placed at or near a door to a room referred to as defendant Rhett Riviere’s office. All evidence was that Rhett Riviere had full access to the property and managed the rentals. He was seen on video adjusting the cameras at other rental locations. There is no evidence of any other responsible person for the corporate entities.

Therefore, judgment shall be reduced to \$12,960.00, being three times, or treble, the \$2,400.00 rental cost and counseling fees as to Heather Crespo and \$7,575.00 as to Gabriel Crespo. Defendants’ liability as to the damages is joint and several with Josee Riviere. Judgment of record shall not be altered until a separate hearing regarding the attorney’s fees and costs is held and ruled upon.

#### *Constructive Fraud*

Similarly, a constructive fraud claim is limited to the difference in valuation of the product or item as bargained for. Sparrow v. Toyota of Florence, Inc., 302 S.C. 418, 422, 396 S.E.2d 645, 647 (Ct. App. 1990). The jury found Rhett Riviere liable for constructive fraud, with damages of \$500,000. This court struggles with the measure of damages in this context. Defendants continue to argue that plaintiffs failed to prove a negligent misrepresentation. The crux of this case is the fact that defendant did not disclose the cameras, the videos, or the use of videos across many devices and potentially platforms. What is the value of a rental without videos that may have been released to the broader internet community (presumably \$2,400.00) versus the value of a rental that does subject you to potential disclosure of sexual videos for the remainder of your life? The court finds it is reasonable for a jury to find that value is \$0.00 without specialized comparable evidence or testimony. If such testimony is required, the court points to the testimony of the other realtors who stated that it is not typical for a rental to have cameras such as these.

One of the problematic issues in the case is defendant Riviere's invocation of the Fifth Amendment. This court does not intend to criticize or punish Mr. Riviere for availing himself of that right. Neither can the court reward or further protect him when he does avail himself of that right. He must be responsible for weighing the consequences of that decision. One of the consequences is that he did not answer questions directly, and the jury may make a negative inference as to his invocation of the Fifth Amendment in this court. Griffith v. Griffith, 332 S.C. 630, 641, 506 S.E.2d 526, 531-32 (Ct. App. 1998).

His answers may have assisted the jury in reaching a different conclusion. As things stand, the court finds that there was evidence upon which a jury could find a negligent misrepresentation in either the rental process and/or in the twenty years after this rental as to the existence and status of the recordings. The court must rely upon the jury to do its duty as the finder of fact.

As to damages, the court agrees that the measure of damages is the valuation of what was bargained for versus what was received pursuant to the fraudulent activity which is \$2,400.00. That portion of the verdict is reduced to \$2,400.00, as well, jointly and severally.

#### **IV. Evidence Against Corporate Defendants**

The court has considered the scant evidence regarding the corporate defendants. Most of the evidence provided at trial was presented through the testimony of defendant Rhett Riviere who pled 5<sup>th</sup> Amendment protections to each and every question. That line of questioning included questions about formation of the corporations, purpose of the corporations, and potential assets of the corporations.

Defendants appear to discount this testimony because it was given pursuant to an adverse witness, cross-examination. The court understands that defendant Rhett Riviere, individually and in his role for the corporations, would have liked to answer some questions and not others. The invocation of the 5<sup>th</sup> Amendment protection is his individual right. Invocation of that right has

collateral consequences for him and the corporations as he was the officer and/or manager for those entities. Several witnesses testified regarding Rhett Riviere's multiple corporate entities for his business dealings. This motion is denied as evidence was presented to this jury.

#### V. Thirteenth Juror Doctrine

This court commends the jury in its deliberations and taking their role seriously. Given the analysis above and based upon the role of the jury, the court denies the requested Nisi Remittitur. This court will not invade the jury's role pursuant to the Thirteenth Juror Doctrine. As stated multiple times in trial, the court cannot change the conduct and its egregious nature. Given that conduct, the verdict is not excessive.

#### VI. Amended Verdict

The total verdict for each plaintiff was \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises LLC, and \$1,000,000.00 against R.C. Riviere Properties, LLC. Given the repeated conduct of defendants, the nature of the acts, and the potential for ongoing or future dissemination of the images, the court does not find these amounts to be excessive such to warrant further reduction other than the reduction required pursuant to the SC Unfair Trade Practices Act and the appropriate measure of damages for constructive fraud.

The jury awarded each plaintiff \$500,000.00 against each defendant for Unfair Trade Practices violations. This verdict shall be amended to \$7,200.00 against each defendant, jointly and severally. The jury awarded \$500,000.00 against Rhett Riviere to each plaintiff. This verdict is amended to \$2,400.00 to the plaintiffs jointly.

The amount of reasonable attorney's fees and litigation costs pursuant to SCUTPA shall be determined by separate hearing. As this will affect the total judgment, judgment shall not be revised or amended in the records until the attorney's fees and costs hearing is held.

#### VII. Punitive Damages

Defendants also ask to reduce the punitive damages award to \$500,000.00 pursuant to SC § 15-32-510, et seq (1976). For the year 2024, this amount is adjusted for inflation to \$699,761.00. Punitive damages were heard in a bifurcated trial process pursuant to the defendants' election. The jury awarded punitive damages against defendant Rhett Riviere in the total amount of \$4,000,000.00, against Chase Enterprises, LLC, in the total amount of \$500,000.00 and against R.C. Riviere Properties, LLC, in the total amount of \$500,000.00 for each plaintiff. The total amounts of compensatory damages were \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises, LLC, and \$1,000,000.00 against R.C. Riviere Properties, LLC. As in the liability phase, the verdict form broke down the causes of action and defendants and asked the jury to determine a total amount of punitive damages owed by each defendant.



Defendants now seek to limit the award pursuant to S.C. Code §15-32-530 which provides that punitive damages are limited to the greater of three times the amount of compensatory damages or \$500,000.00 per defendant. The punitive damages award did not exceed this cap.

Furthermore, this statute contains several exceptions to the limitation. Section 15-32530(B)(2) provides an exception to the limitation if the conduct could subject the defendant to a felony conviction. The conduct defendant Rhett Riviere is currently charged with is a misdemeanor. However, this repeated conduct could subject defendants to enhanced felony charges. Therefore, punitive damages as to Rhett Riviere are exempted based upon Section 1532-530(b)(2) which limits punitive damages to the greater of no more than four times the amount of compensatory damages to each claimant (\$44,000,000.00 in this litigation) or the sum of two million dollars, without any inflation adjustment increase.

However, all limitations are removed pursuant to S.C. Code §15-32-530(c) if there is an intent to harm at the time of injury, a felony conviction for the same conduct, or acts and omissions committed while in a drunken state with substantial impairment. The jury found for plaintiffs for two intentional torts and awarded punitive damages for those causes of action. Therefore, this court finds that punitive damages are not limited pursuant to subsection c. The jury's punitive award stands.

Finally, the court must analyze the punitive damages in light of Gamble v. Stevenson, 305 S.C. 104, 406 S.E.2d 350 (1991), and BMW of North America, Inc. v. Gore, 517 U.S. 559, 116 S.Ct. 1589, 134 L.Ed.2d 809 (1996). The statutory provisions concerning punitive damages also provide for court review of any awards. These factors include: degree of culpability, duration of conduct, awareness or concealment, existence of similar past conduct, likelihood the award will deter, whether it is reasonably related to the harm, reprehensibility, disparity between actual and potential harm suffered, and the difference between the punitive award and civil penalties in other cases. Unfortunately, cases of this type are becoming more common as it is increasingly easier to record individuals without their knowledge and the storage and dissemination of recordings requires little effort or expense and can be highly lucrative. Rhett Riviere and his corporations have been found liable for unknowingly recording plaintiffs in extremely private situations. The reprehensible nature of this conduct is evident upon seeing the product of the conduct. Clearly, the plaintiffs did not know of the recordings and their testimony eloquently demonstrated the harm from that conduct.

Rhett Riviere was discovered peeping into windows and attempting to look at persons in private situations years before the first video is known to have been taken. His conduct of video recording occurred over decades. There is no evidence that any of the unknown persons recorded in bathrooms and bedrooms of places he rented ever consented to being recorded. The placement of the cameras shows that the cameras were in walls, behind curtains, and placed in corners of interior rooms. They could not be for security purposes. No explanation for the

recordings was provided at trial. No theory of explanation was provided at trial. More than one video shows Mr. Riviere adjusting the cameras in a bedroom and a bathroom.

The only argument that could be seen in defendant's favor for reducing the award is whether the award is reasonably related to the harm. Defendants have looked to the limited medical bills and counseling bills to somehow limit the harm. However, the testimony of the plaintiffs explained how this invasion into their private lives affected their present and future, as well as tainted past memories. In this digital world, it is uncertain where these videos reside or if they will ever appear somewhere else.

There is no denying the reprehensible nature of defendants' conduct. As stated by the court in trial, the shocking and unnerving nature of these acts are the core of the litigation. The court cannot shelter the jury from the act that was done and cannot alter it to make it somehow easier to view when the act of invasion is itself the most disconcerting aspect. To see a nude statue purposely displayed in a museum or exhibit is a study of the body. To see a couple undress to shower without any indication of knowledge of an audience is something entirely different. This court finds that defendant's conduct was willful, wanton and in reckless disregard of each plaintiff's rights.

Therefore, this court finds that the punitive damages awards are appropriate under the *Gamble* and *Gore factors*.

IT IS SO ORDERED.

[Signature and Date Page to Follow]  
Hon. Martha M. Rivers  
Resident Judge, Seat No. 2



Aiken Common Pleas

**Case Caption:** Heather Crespo VS Rhett Riviere , defendant, et al

**Case Number:** 2022CP0202323

**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-01-03 15:04:20 page 13 of 13

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**Exhibit 2**  
**Order**  
**January 3, 2025**

ELECTRONICALLY FILED - 2025 Feb 05 3:59 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202324

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Heather Crespo )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC )  
Defendant )  


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STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Gabriel Crespo )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC )  
Defendant )  


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IN THE COURT OF COMMON PLEAS  
SECOND JUDICIAL CIRCUIT

2022-CP-02-2323  
2022-CP-02-2324

**Order Regarding Motion for Judgment  
Notwithstanding the Verdict,  
Or in the Alternative for a New Trial,  
Or in the Alternative for a New Trial Nisi  
Remittitur as to Josee Riviere**

This Court heard post trial motions regarding this case on November 13, 2024. Defendant Josee Riviere moved for Judgment not Withstanding the Verdict, New trial, and Remittitur.<sup>1</sup> Josee Riviere also filed several motions regarding discovery related to enforcement of the judgment.

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<sup>1</sup> Co-defendants post trial motions are discussed in a separate order.

## I. Case History & Facts

Plaintiffs filed individual actions against Ms. Josee Riviere for the causes of action of negligence, unfair trade practices, and negligence per se.<sup>2</sup> Each plaintiff's complaint and allegations were identical and were consolidated by prior order. Defendant Josee Riviere moved repeatedly to have her case severed from that of her co-defendants. Following a trial of greater than one week, the jury found against Josee Riviere on the cause of action pursuant to the SC Unfair Trade Practices Act, S.C Code § 39-5-10, et seq.

The factual basis of this litigation involves the taking, editing, retention, and potential sharing of videos of plaintiffs while they rented a residence from defendants for three months in 2001. Plaintiffs were unaware of the videotaping until a separate law enforcement investigation revealed a computer file bearing their names saved on defendant Rhett Riviere's computer equipment. Plaintiffs became aware of the recordings in 2022. The videos show plaintiffs engaging in sexual acts in the bedroom and bathroom of the rental property in Aiken County, South Carolina.

Josee Riviere is the ex-wife of defendant Rhett Riviere and maintained a strong friendship with Rhett Riviere after their divorce. She testified fully at the trial, and several witnesses corroborated her good character upon questioning by her attorney. Defendant Rhett Riviere availed himself of protections pursuant to the Fifth Amendment of the United States Constitution. At the time of trial, his criminal charges of three counts of voyeurism were pending.

The evidence presented at trial showed that defendants regularly rented property in Aiken, South Carolina, to other members of the polo and equine community who visited the area. Defendant Rhett Riviere, individually or by and through the LLCs he owned and/or managed, rented property on a boat on the coast of South Carolina and other homes in Aiken. Cameras were located in the bedrooms and bathrooms of these abodes. The videos shown to the jury were limited to the videos of the plaintiffs, videos showing defendant Rhett Riviere adjusting video equipment, and a few additional videos of other subjects whose faces were blurred for identity protection. Nudity was included in the videos. Sexual acts were the subject of the videos of the plaintiffs.

Non-party witnesses testified that the evidence showed videos had been transferred from device to device, that the defendant Rhett Riviere had a drop box cloud or internet account available to him in 2021 and that at least two videos of the plaintiffs had been compiled from a VHS style recording into a digital file. There was testimony that the properties searched by law enforcement were listed on rental websites at one time.

As to damages, plaintiffs testified they paid a rental fee for the cottage, each have sought counseling services since discovery of the video tapes, and plaintiff Heather Crespo visited the emergency room following her deposition in this litigation for treatment for a potential heart

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<sup>2</sup> Co-defendant Rhett Riviere defended against additional allegations of intentional infliction of emotional distress, and constructive fraud. The corporate defendants were named for negligence and unfair trade practices.

attack. Heather Crespo had a total cost of \$1,920.00 for her counseling sessions, as testified to at trial by her counselor and included in admitted exhibits. Gabriel Crespo had a total cost of \$125.00 for therapy as testified to at trial by his counselor and included in admitted exhibits.. Gabriel Crespo testified that the rental for the cottage was \$2,400.00. Gabriel Crespo is a well known polo player, having a successful career since his early days in 2001.

Each plaintiff gave detailed, emotional testimony as to the trauma caused by the acts of defendants. At trial, there was evidence and argument as to the “unknown” regarding the location of videos, the number of videos, the amount of copies and whether they were shared to a broader community. Plaintiffs each testified as to the reputational and emotional harm. Heather Crespo testified that her move from Aiken, South Carolina, was at least in part due to the damage from the discovery of the videos and the knowledge in the community that she and her former husband were videotaped. The testimony amounted to the acknowledgment of the gossip fodder presented to the community by the criminal investigation and discovery of their videos.<sup>3</sup>

Rhett Riviere was questioned by plaintiffs as to the acts of filming and savings recording, the intent of these acts, the sharing of videos, the storage of videos, the location and amount of assets held by him and/or the defendant corporations, the length of time he engaged in this behavior, and the formation and holdings of the corporations. He was also questioned regarding his ex-wife and her involvement. Defendant Rhett Riviere pled his Fifth Amendment protections throughout his questioning. No other officers or agents for the corporations testified.

Plaintiff Heather Crespo and Plaintiff Gabriel Crespo alleged that Josee Riviere was involved in the act and trade of renting certain property to them. In support of their allegations, each plaintiff testified that Ms. Josee Riviere was individually involved in the rental transaction by meeting them at the home and providing keys to the home. Heather Crespo testified that she saw Josee Riviere at the adjacent barn no less than weekly. Josee Riviere did not recall meeting with the Crespos to finalize the rental of the property. She was questioned about an investment property purchased by her several years later and any joint ventures between the defendants. Josee Riviere testified that she kept her finances separate. She also testified that she had no stake in or other involvement in the properties owned by Rhett Riviere. She acknowledged that since the initial law enforcement investigation in 2019, she expressed her support for Rhett Riviere publicly and that she continues to receive funds pursuant to her divorce decree.

Defendant Josee Riviere argues vehemently that there is no objective evidence of her involvement in any corporations formed and/or managed by defendant Rhett Riviere and that her conduct was as a gopher or wife rather than a partner or other stakeholder in a joint business venture. In addition, defendant Josee Riviere argues that the failure to sever the two actions for the purposes of trial resulted in prejudicial evidence against her. Defendant Josee Riviere asserts the court’s failure to instruct the jury that an adverse inference cannot be imputed to Josee Riviere upon Rhett Riviere’s invocation of the Fifth Amendment tainted the jury’s perception of her.

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<sup>3</sup> At the time of the cottage rental and taking of the videos, Gabriel Crespo and Heather Crespo were newly married. Since that time, the couple has divorced. They brought separate, individual actions against identical defendants.

She further argues that the court's interruption of her attorney in closing arguments tainted the jury against her and created an inference or implied statement by the court in opposition of Josee Riviere. Finally, defendant argues that the record was devoid of any tangible evidence to prove the cause of action of Unfair Trade Practices Act (UFTP) such that the jury's verdict can only be the result of passion and/or confusion.

## **II. Court denies Josee Riviere's Motion Judgment Notwithstanding the Jury and New Trial.**

After careful consideration and review of the case, the court denies defendant's motion for Judgment Notwithstanding the Jury and/or a New Trial for the following reasons. Chiefly, the jury's award itself indicates that the jury was not governed by passion or caprice. Several causes of action were submitted to the jury with request for specific findings and damages as to each cause of action. The jury found Josee Riviere liable on only one cause of action, UFTP. This court will not reach into the province of the jury to determine exactly how that verdict was reached. The fact that the jury deliberated upon the evidence and distinguished between the defendants and causes of action is the most compelling evidence that the jury was dutiful in its decision making.

This verdict also is the most compelling evidence that the jury was not swayed by the court's rulings or guidance regarding closing arguments. Prior to closing arguments, the court delineated improper closing arguments and reminded counsel to stay within the bounds of the general rules of closing arguments as well as the specific rulings in this case. Furthermore, the court instructed the jury several times to not weigh any comments or rulings by the court for or against any party but merely the rulemaking of the court procedural process. The court was not loud, argumentative, or make improper comments upon defense counsel's behavior. For any admonitions against counsel as to improper statements made within hearing of the jury regarding the court or others, the jury was excused so as to not discuss this behavior in their presence and influence their decision making. When clear instructions as to allowable evidence were forgotten or ignored, the court took extended breaks to consider the matter properly and fully, without appearance of or any undue influence over the jury. The proof that the jury abided by those instructions is in the verdict itself. Defendant Josee Riviere was found liable for one cause of action only and for the lowest amount of damages awarded by this jury.

Finally, this verdict also demonstrates the jury was not overborne by the co-defendant's use of his Fifth Amendment privilege. The jury was instructed that it may presume a negative inference by the use of that privilege in the civil trial. This court believes it would have been confusing to issue any additional instruction as to defendant Josee Riviere as the jury weighs the import of the evidence and the presentation of each witness. The jury was presented evidence that Ms. Josee Riviere met the plaintiffs at the rental home to hand them the keys, collect the rent and show them around. There was evidence that Ms. Josee Riviere was on the property site, although not inside the rental home, often and that she interacted with the plaintiffs during their residency. There was also evidence of potential bias by Josee Riviere, her continued friendship with her ex-husband, her potential financial interest in the rental properties, her financial interest in his financial condition since their divorce, and her proximity in locations to areas in which defendant Rhett Riviere stored cameras and computer equipment from the time of the recordings

until their discovery. This evidence was determined outside of the questioning of Rhett Riviere. All of this evidence was introduced by means other than the questioning of Rhett Riviere.

The court understands that there was limited evidence as to her involvement with her co-defendants finances, corporations, or other businesses. There was no direct evidence that she directly knew of the video recording and computer equipment in any of the properties. There was substantial evidence of her good character and that she and her now ex-husband, Rhett Riviere, remained friends up until the day of trial.

The court is not charged with weighing the evidence but determining if there is evidence upon which a reasonable jury could find Josee Riviere was involved in the renting of her husband's property in viewing the evidence in the light most favorable to the plaintiff.

In the case of Gastineau v. Murphy, 331 S.C. 565, 503 S.E.2d 712 (1998) the court upheld the granting of a JNOV motion in a whistleblower retaliation case. The Supreme Court found that the evidence did not support the verdict because there was no evidence the supervisor knew of the plaintiff's report of misconduct, i.e. his whistleblowing. There was extensive additional evidence of other reasons to fire the plaintiff. Because the timeline of the evidence did not support the verdict, the court set it aside.

In doing so, the court made clear that such motions should be "granted only if no reasonable jury could reach the challenged verdict." *Id.* at 568. (citing *Crossley v. State Farm Mutual Auto. Ins. Co.*, 307 S.C. 354, 357, 415 S.E.2d 393, 395 (1992)). The issues presented are viewed in the light most favorable to the non-moving party. Jolly v. General Electric, 435 S.C. 607, 869 S.E.2d 819 (2021). The court must have a compelling reason to invade the jury's decision making as to damages. Todd v. Joyner, 385 S.C. 509, 685 S.E.2d 613 (Ct. App. 2008) (*aff'd as to other grounds appealed* 385 S.C. 421, 685 S.E. 2d 421 (2009)).

This court does not find compelling reasons to invade the jury's verdict. This jury could have discounted Ms. Riviere's testimony that she had no knowledge of the recordings and did not have any reason to suspect Mr. Riviere was recording persons in the rental properties. They further could have discounted that she kept all of her finances separate from him during their marriage and did not assist in renting the properties in a meaningful way. It is up to the jury to hear the testimony of Josee Riviere and determine if they find her credible. As she testified fully, the jury had the opportunity to do so.

### **III. Damages are limited pursuant to SCUFTPA**

Defendant Josee Riviere argues that the award is excessive and improper because the economic damages as presented in this case are \$2,400.00 to an entity that could not be named and counseling expenses for each plaintiff.<sup>4</sup> JR rightly argues that the statute allows economic damages and the special and consequential damages that flow therefrom. S.C. Code Ann. § 39-5-140(a). Special damages are those damages that result from an act or omission but are not the

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<sup>4</sup> The cost of the rental for three months was \$2,400.00. Plaintiffs were married at the time of the rental and bore the expense jointly. Heather Crespo incurred counseling expenses of \$1,920.00 after discovery of the video. She also testified that after her deposition she suffered a panic attack and incurred expenses related to her emergency room visit. Gabriel Crespo incurred counseling expenses of \$125.00.

typical or normal damages cause by such act or omission. *Hackworth v. Greywood*, 385 SC 110 (2009). Special damages must be specifically pled to place a defendant on proper notice of the claim. *McNaughton v. Charleston Charter Sch. for Math & Sci., Inc.*, 411 S.C. 249, 261, 768 S.E.2d 389 (2015). Emotional distress, in general, is not compensable under the SCUFTPA. S.C. Code § 39-5-140(a).

The court must construe the statute in the ordinary and plain meaning. *State v. Morgan*, 352 S.C. 359, 574 S.E.2d 203 (Ct. App. 2002). SC §39-5-140 provides that the claimant but have suffered an “ascertainable loss of money or property” due to the deception or unfair method, act or practice. Viewing the language of the SCUFTPA and the progeny of cases pursuant to this act, the court finds that damages pursuant to that act are limited to the amount of the rental check.

Defense argues that this is improper as no evidence was presented to indicate the value of a rental that does not have secret video recording devices in the bathroom that are pointed at the shower and in the bedroom directed on to the bed for night viewing. The court finds the jury had sufficient information to determine if there was any value to such a rental for the purposes of the SCUFTPA. Two realtors testified in this trial and it is of such common knowledge that living quarters do not normally have cameras to record private intimacies and nudity that the court finds a sufficient basis for the value of the rental.

In the course of the trial, all parties agreed that the court was tasked with determining if any UFTPA violation was willful pursuant to the statute. At the conclusion of the trial, the court noted such finding on the judgment coversheet. Defense counsel now argues that this finding was improper because it was made after the conclusion of the trial and without argument or statement by counsel. Defendant asserts that she and her counsel left the courtroom during the punitive damages phase with the belief or assumption that no such ruling would be made and that not participating in the punitive damages phase of the trial prejudiced Josee Riviere as to the finding of willfulness pursuant to the SCUFTPA.

The court acknowledges that upon return of the verdict on liability and compensatory damages, defendant Josee Riviere and her attorney were excused from the court during the punitive damages phase as there was no verdict that would subject Josee Riviere to punitive damages. The introduction of evidence on behalf of Josee Riviere was at that point concluded. Defendant was not required to leave at any time. However, defendant Josee Riviere had no role in the punitive damages phase as she was not subject to a punitive damages award. Defendant Josee Riviere had been given ample opportunity to argue to the lack of evidence against Josee Riviere in multiple motions before and during the trial and before the jury in closing arguments. In fact, in these motions defendant has not raised a novel issue as to the evidence except that counsel was not allowed to argue it again before entry of the form judgment. Taking these arguments as a whole, the court finds that defendant’s presence at the punitive damages phase was not required and would not have resulted in a different verdict.

In light of the evidence presented at trial and based upon the verdict of the jury, the court finds that defendant Josee Riviere’s violation of the SCUFTPA is willful pursuant to the statute. S.C. §39-5-140(d) defines a willful violation as one which the offender knew or should have known was a violation. As the jury found that defendant Josee Riviere violated the statute with a



deceptive or unfair practice, this court finds that she should have known of this deception. The trial testimony was that the camera was placed at or near a door to a room referred to as defendant Rhett Riviere's office. Josee Riviere had full access to this property as indicated by her showing the property to the Crespos before rental and knowledge of the key to what was described as the cottage. Josee Riviere had knowledge of other properties owned by her husband. She bought investment property for herself and was somewhat versed in the rental market of Aiken County. Josee Riviere denied involvement in the companies or involvement that raised her level of liability from an errand girl/wife. This goes to the weight of the evidence and finding of facts, both of which are provinces of the jury that this court will not disturb.

Therefore, judgment shall be entered against Josee Riviere for the total sum of \$12,960.00, being three times, or treble, the \$2,400.00 rental cost and counseling fees as to Heather Crespo and \$7,575.00 as to Gabriel Crespo. Defendant's liability as to the damages is joint and several with Rhett Riviere. Plaintiffs may not recover the \$2,400.00 twice but each may recover the appropriate counseling fees individually.

The plaintiffs are also entitled to an award of attorney's fees and costs. The court did not examine the attorney's fees for reasonableness at this time and shall schedule an additional hearing to determine the appropriate amount of attorney's fees to include in this judgment. The judgment shall be amended on record after the court issues an award as to attorney's fees and costs.

IT IS SO ORDERED.

Hon. Martha M. Rivers

[Electronic Signature Page to Follow]





Aiken Common Pleas

**Case Caption:** Heather Crespo VS Rhett Riviere , defendant, et al  
**Case Number:** 2022CP0202323  
**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-01-03 14:53:10 page 8 of 8

# **Exhibit 3**

Form 4 Order and Judgment  
September 25, 2024  
(including Verdict Form dated September 24, 2024)

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022- CP-02-02323

Heather Crespo

Rhett Riviere; Josee Riviere; Chase  
Enterprises, LLC of South Carolina; and R.C.  
Riviere Properties, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court by way of jury trial beginning on September 16, 2024. The determination of punitive damages by the jury occurred on September 25, 2024. A copy of the verdict form is attached.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

FILED September 25 20 24

Robert J. White  
C.C.P. & G.S.

Charles Peabody  
Deputy Clerk

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below)                   | Judgment Amount To be<br>Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| Heather Crespo                               | Rhett Riviere                                              | \$ 4,000,000.00                                             |
| Heather Crespo                               | Chase Enterprises, LLC and R.C. Riviere<br>Properties, LLC | \$ 500,000.00                                               |
|                                              |                                                            |                                                             |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Martha Riven  
Circuit Court Judge

2788  
Judge Code

9-25-2024  
Date

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

### Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Heather Crespo,

Civil Action No.: 2022-CP-02-2323

Plaintiff,

**VERDICT FORM**

v.

Rhett Riviere, Josee Riviere, Chase  
Enterprises, LLC of South Carolina  
and R.C. Riviere Properties, LLC,

Defendants.

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE  
PUNITIVE DAMAGES ASSERTED BY HEATHER CRESPO. ONCE THE  
JURY REACHES A UNANIMOUS VERDICT ON THE PUNITIVE DAMAGES  
CLAIM, THE FOREPERSON SHALL PLACE HER INITIALS NEXT TO THAT  
FINDING. YOU MAY FIND FOR THE PLAINTIFF OR DEFENDANT.

1. Negligence Claim/Negligence Per Se Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ML or No \_\_\_\_\_

1

FILED September 25, 2024

Robert J. White 220  
C.C.P. & G.S.

Charles Plante  
Deputy Clerk

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                                    |                   |
|------------------------------------|-------------------|
| As to Rhett Riviere                | \$ <u>500,000</u> |
| As to Chase Enterprises LLC        | \$ <u>500,000</u> |
| As to R.C. Riviere Properties, LLC | \$ <u>500,000</u> |

2. Intentional Infliction of Emotional Distress Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No \_\_\_\_

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                     |                     |
|---------------------|---------------------|
| As to Rhett Riviere | \$ <u>1,000,000</u> |
|---------------------|---------------------|

3. Invasion of Privacy Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No \_\_\_\_

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                     |                     |
|---------------------|---------------------|
| As to Rhett Riviere | \$ <u>2,000,000</u> |
|---------------------|---------------------|

4. Constructive Fraud/Misrepresentation.

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No \_\_\_\_

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

As to Rhett Riviere

\$ 500,000

---

If you found punitive damages for any defendant as to any cause of action, please indicate the TOTAL amount of punitive damages for every cause of action as to each defendant:

\$4,000,000 As to Rhett Riviere

\$500,000 As to Chase Enterprises LLC

\$500,000 As to R.C Riviere Properties, LLC

Date: 9/25, 2024

Al Anderson

Foreperson

# **Exhibit 4**

Form 4 Order  
September 25, 2024



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022- CP-02-02323

Heather Crespo

Rhett Riviere; Josee Riviere; Chase  
Enterprises, LLC of South Carolina; and R.C.  
Riviere Properties, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court by way of jury trial beginning on September 16, 2024. A copy of the verdict form is attached.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

*Court finds deceptive trade and/or practice to be  
willful and knowing pursuant to UFTPA and grant treble damages, attorney's fees and costs*

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below)                   | Judgment Amount To be<br>Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| Heather Crespo                               | Rhett Riviere                                              | \$ 11,000,000.00 + treble UFTPA portion                     |
| Heather Crespo                               | Josee Riviere                                              | \$ 500,000.00 + treble UFTPA portion                        |
| Heather Crespo                               | Chase Enterprises, LLC and R.C. Riviere<br>Properties, LLC | \$ 1,000,000.00 + treble UFTPA portion                      |

If applicable, describe the property, including tax map information and address, referenced in the order:

FILED September 25 20 24

SCRPC Form 4C (02/2017)

Page 1 of 4

*Robert J. White*  
Clerk of Court

*Charles P. White*  
Deputy Clerk

RoA\_2753

ELECTRONICALLY FILED - 2025 Feb 05 3:59 PM - AIKEN - COMMON PLEAS - CASE #2022CP0202324

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Marka River  
Circuit Court Judge

2788  
Judge Code

9-25-2024  
Date

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

### Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Heather Crespo,

Plaintiff,

v.

Rhett Riviere, Josee Riviere, Chase  
Enterprises, LLC of South Carolina  
and R.C. Riviere Properties, LLC,

Defendants.

Civil Action No.: 2022-CP-02-2323

**VERDICT FORM**

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE  
CAUSES OF ACTION ASSERTED BY HEATHER CRESPO. ONCE THE JURY  
REACHES A UNANIMOUS VERDICT ON THE CLAIM, THE FOREPERSON  
SHALL PLACE HER INITIALS NEXT TO THAT FINDING. YOU MAY FIND  
FOR THE PLAINTIFF, ONE DEFENDANT, OR MULTIPLE DEFENDANTS.

1. Negligence Claim

We the jury unanimously find for:

ACW Heather Crespo, Plaintiff

Against ACW Rhett Riviere

1

FILED September 24, 2024  
Rhett J. Riviere 405  
C.C.P. & G.S.  
Charla Plante  
Deputy Clerk

Against \_\_\_\_\_ Josee Riviere  
 Against AWL Chase Enterprises, LLC  
 Against AWL R.C. Riviere Properties, LLC

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

We the jury unanimously find for:

AWL Josee Riviere, Defendant

We the jury unanimously find for:

\_\_\_\_\_ Chase Enterprises, LLC of South Carolina, Defendant

We the jury unanimously find for:

\_\_\_\_\_ R.C. Riviere Properties, LLC, Defendant

If you found negligence as to any defendant, please indicate the amount of damages proximately caused by such negligence as follows:

|                                    |                   |
|------------------------------------|-------------------|
| As to Rhett Riviere                | \$ <u>500,000</u> |
| As to Josee Riviere                | \$ <u>0</u>       |
| As to Chase Enterprises LLC        | \$ <u>500,000</u> |
| As to R.C. Riviere Properties, LLC | \$ <u>500,000</u> |

## 2. Unfair Trade Practices Act Claim

We the jury unanimously find for:

AWL Heather Crespo, Plaintiff

Against AWL Rhett Riviere

Against AWL Josee Riviere

Against AW Chase Enterprises, LLC  
 Against AW R.C. Riviere Properties, LLC

We the jury unanimously find for:

           Rhett Riviere, Defendant

We the jury unanimously find for:

           Josee Riviere, Defendant

We the jury unanimously find for:

           Chase Enterprises, LLC of South Carolina, Defendant

We the jury unanimously find for:

           R.C. Riviere Properties, LLC, Defendant

If you found against a defendant pursuant to the Unfair Trade Practices Act, please indicate the amount of damages pursuant to the Unfair Trade Practices Act:

As to Rhett Riviere \$ 500,000

As to Josee Riviere \$ 500,000

As to Chase Enterprises LLC \$ 500,000

As to R.C. Riviere Properties, LLC \$ 500,000

### 3. Negligence Per Se Claim

We the jury unanimously find for:

AW Heather Crespo, Plaintiff

Against AW Rhett Riviere

Against            Josee Riviere

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

We the jury unanimously find for:

ACW Josee Riviere, Defendant

If you found negligence per se as to any defendant, please indicate the amount of damages proximately caused by such negligence per se as follows:

As to Rhett Riviere \$ 1,500,000

As to Josee Riviere \$ Ø

4. Intentional Infliction of Emotional Distress Claim

We the jury unanimously find for:

ACW Heather Crespo

Against ACW Rhett Riviere

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

If you found against a defendant pursuant to Intentional Infliction of Emotional Distress, please indicate the amount of damages:

As to Rhett Riviere \$ 3,000,000

5. Invasion of Privacy Claim

We the jury unanimously find for:

AWL Heather Crespo

Against AWL Rhett Riviere

We the jury unanimously find for:

                     Rhett Riviere, Defendant

If you found against a defendant pursuant to Invasion of Privacy Claim, please indicate the amount of damages:

As to Rhett Riviere \$ 5,000,000

6. Constructive Fraud/Misrepresentation.

We the jury unanimously find for:

AWL Heather Crespo

Against AWL Rhett Riviere

Against                      Josee Riviere

We the jury unanimously find for:

                     Rhett Riviere, Defendant

We the jury unanimously find for:

AWL Josee Riviere, Defendant

If you found against a defendant pursuant to Constructive Fraud/Misrepresentation, please indicate the amount of damages:

As to Rhett Riviere \$ 500,000

As to Josee Riviere \$ Ø

If you found damages for any defendant as to any cause of action, please indicate the TOTAL amount of damages for every cause of action as to each defendant:

\$11,000,000 As to Rhett Riviere

\$ 500,000 As to Josee Riviere

\$1,000,000 As to Chase Enterprises LLC

\$1,000,000 As to R.C Riviere Properties, LLC

Date: 9/24, 2024

April C. Windsor  
Foreperson



THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

Martha M. Rivers, Circuit Court Judge

---

Appellate Case No. 2025-000150

Case No. 2022-CP-02-2324

---

Gabriel Crespo,

Respondent-Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC,

Defendants,

Of Which Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC, are the

Appellants-Respondents,

And Josee Riviere is the

Respondent.

---

/s/Deborah B. Barbier  
Deborah B. Barbier, S.C. Bar No. 6920  
DEBORAH B. BARBIER, LLC  
1811 Pickens Street  
Columbia, South Carolina 29201  
Phone: (803) 445-1032  
Email: [dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)

Wesley D. Few, S.C. Bar. No. 15565  
WESLEY D. FEW, LLC  
Post Office Box 9398

Greenville, South Carolina 29605

Phone: (864) 527-5906

Email: [wes@wesleyfew.com](mailto:wes@wesleyfew.com)

Ryan L. Beasley, S.C. Bar No. 68307

RYAN L. BEASLEY, ATTORNEY AT LAW, P.A.

416 East North Street

Greenville, South Carolina 29601

Phone: (864) 679-7777

Email: [rlb@ryanbeasleylaw.com](mailto:rlb@ryanbeasleylaw.com)

### **PROOF OF SERVICE**

The undersigned hereby certifies that on February 3, 2025, **Respondent-Appellant Gabriel Crespo's Notice of Appeal** was served on all counsel of record and the Court of Appeals Clerk of Court via Email as follows:

The Honorable Jenny Abbott Kitchings  
South Carolina Court of Appeals, Clerk of Court  
Post Office Box 11629  
Columbia, South Carolina 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

Jim Griffin, Esq.  
Griffin Davis  
4408 Forest Drive  
Columbia, SC 29206  
[jgriffin@griffindavislaw.com](mailto:jgriffin@griffindavislaw.com)

Attorneys for Appellant-Respondents Rhett Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC

Joseph M. McCulloch, Esq.  
McCulloch & Schillaci, Attorneys at Law  
P. O. Box 11623  
Columbia, South Carolina 29211  
[joe@mccullochlaw.com](mailto:joe@mccullochlaw.com)

Attorneys for Appellant-Respondents Rhett Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC

John Harte, Esq.  
Law Office of John W. Harte  
P.O. Box 7215  
Aiken, SC 29804  
[john@jwhartlaw.com](mailto:john@jwhartlaw.com)

Attorneys for Respondent Josee Riviere

James D. Mosteller III  
The Mosteller Law Firm LLC  
P.O. Box 1832  
Barnwell, SC 29812  
[jdmosteller@gmail.com](mailto:jdmosteller@gmail.com)

Attorneys for Respondent Josee Riviere

/s/Cassy Young  
Cassy Young

February 3, 2025  
Columbia, South Carolina

# WESLEY D. FEW, LLC

Attorney at Law

P.O. Box 9398, Greenville, South Carolina 29604

[www.wesleyfew.com](http://www.wesleyfew.com) | [wes@wesleyfew.com](mailto:wes@wesleyfew.com)

O: 864-527-5906 | M: 864-404-7792

February 3, 2025

**Via Email-Filing:**

The Hon. Jenny Abbott Kitchings, Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, South Carolina 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

**RE:** Heather Crespo v. Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC  
Appellate Case No. 2025-000150  
Case No. 2022-CP-02-2323  
Our File No.: 00305-002

Dear Ms. Kitchings:

Enclosed for filing is Respondent-Appellant Heather Crespo's Notice of Appeal, exhibits (Orders) and proof of service for same.

Sincerely Yours,



Wesley D. Few

Enclosures

WDF/cgy

CC: All Counsel of Record (*Via Email*)  
Client (*Via Email*)

ELECTRONICALLY FILED - 2025 Feb 05 1:02 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202323

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

Martha M. Rivers, Circuit Court Judge

---

Appellate Case No. 2025-000150

Case No. 2022-CP-02-2323

---

Heather Crespo,

Respondent-Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC,

Defendants,

Of Which Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC, are the

Appellants-Respondents,

And Josee Riviere is the

Respondent.

---

**NOTICE OF APPEAL**

---

Heather Crespo (“Respondent-Appellant”) appeals the following Orders reducing damages under the SCUTPA and denying Defendants’ post-trial motions: 1) Order Regarding Motions for Judgment Notwithstanding the Verdict, New Trial, Remittitur, and Reduction of Damages in Accordance with the South Carolina Unfair Trade Practices and Constructive Fraud As to Rhett Riviere, Chase Enterprises, and R.C. Riviere Properties filed January 3, 2025; and 2) Order

Regarding Motion for Judgment Notwithstanding the Verdict, or in the Alternative for a New Trial, Or in the Alternative for a New Trial Nisi Remittitur as to Josee Riviere filed January 3, 2025.. Copies of the January 3, 2025 Orders and Form 4 Orders and Judgments dated September 25, 2024, including the Verdict Forms dated September 24, 2024, are attached hereto. Respondent-Appellant received written notice of these Orders on January 3, 2025. Respondent-Appellant received a notice of appeal from Appellants-Respondents on January 27, 2025.

/s/Deborah S. Barbier

Deborah B. Barbier, S.C. Bar No. 6920

DEBORAH B. BARBIER, LLC

811 Pickens Street

Columbia, South Carolina 29201

Phone: (803) 445-1032

Email: [dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)

Wesley D. Few, S.C. Bar. No. 15565

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Phone: (864) 527-5906

Email: [wes@wesleyfew.com](mailto:wes@wesleyfew.com)

Ryan L. Beasley, S.C. Bar No. 68307

RYAN L. BEASLEY, ATTORNEY AT LAW, P.A.

416 East North Street

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Phone: (864) 679-7777

Email: [rlb@ryanbeasleylaw.com](mailto:rlb@ryanbeasleylaw.com)

Attorneys for Respondent-Appellant Heather Crespo

February 3, 2025

Columbia, South Carolina

**Parties and Counsel:**

Jim Griffin, Esq.  
Griffin Davis  
4408 Forest Drive  
Columbia, SC 29206  
[jgriffin@griffindavislaw.com](mailto:jgriffin@griffindavislaw.com)

Attorneys for Appellant-Respondents Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC

Joseph M. McCulloch, Esq.  
McCulloch & Schillaci, Attorneys at Law  
P. O. Box 11623  
Columbia, South Carolina 29211  
[joe@mccullochlaw.com](mailto:joe@mccullochlaw.com)

Attorneys for Appellant-Respondents Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC

John Harte, Esq.  
Law Office of John W. Harte  
P.O. Box 7215  
Aiken, SC 29804  
[john@jwhartlaw.com](mailto:john@jwhartlaw.com)

Attorneys for Respondent Josee Riviere

James D. Mosteller III  
The Mosteller Law Firm LLC  
P.O. Box 1832  
Barnwell, SC 29812  
[jdmosteller@gmail.com](mailto:jdmosteller@gmail.com)

Attorneys for Respondent Josee Riviere

# **Exhibit 1**

Order  
January 3, 2025



|                                     |   |                                                |
|-------------------------------------|---|------------------------------------------------|
| STATE OF SOUTH CAROLINA             | ) | IN THE COURT OF COMMON PLEAS                   |
|                                     | ) | SECOND JUDICIAL CIRCUIT                        |
| COUNTY OF AIKEN                     | ) |                                                |
|                                     | ) |                                                |
| Heather Crespo                      | ) |                                                |
|                                     | ) | 2022 CP 02 2323                                |
| Plaintiff                           | ) | 2022 CP 02 2324                                |
|                                     | ) |                                                |
| vs                                  | ) |                                                |
|                                     | ) |                                                |
| Rhett Riviere, Josee Riviere, Chase | ) | <b>Order Regarding Motions for Judgment</b>    |
| Enterprises, LLC, and R.C. Riviere  | ) | <b>Notwithstanding the Verdict, New Trial,</b> |
| Properties, LLC                     | ) | <b>Remittitur, and Reduction of Damages in</b> |
|                                     | ) | <b>Accordance with the South Carolina</b>      |
| Defendant                           | ) | <b>Unfair Trade Practices and</b>              |
|                                     | ) | <b>Constructive Fraud</b>                      |
|                                     | ) | <b>As to Rhett Riviere, Chase Enterprises,</b> |
|                                     | ) | <b>LLC, and R.C. Riviere Properties</b>        |

|                                     |   |  |
|-------------------------------------|---|--|
| STATE OF SOUTH CAROLINA             | ) |  |
|                                     | ) |  |
| COUNTY OF AIKEN                     | ) |  |
|                                     | ) |  |
| Gabriel Crespo                      | ) |  |
|                                     | ) |  |
| Plaintiff                           | ) |  |
|                                     | ) |  |
| vs                                  | ) |  |
|                                     | ) |  |
| Rhett Riviere, Josee Riviere, Chase | ) |  |
| Enterprises, LLC, and R.C. Riviere  | ) |  |
| Properties, LLC                     | ) |  |
|                                     | ) |  |
| Defendant                           | ) |  |

This litigation was tried in Aiken County on September 16, 2024. Following the trial, defendants Rhett Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties moved for new trial remittitur, judgment notwithstanding the verdict, reduction of punitive damages as the result of passion, caprice, and/or conjecture and pursuant to the statutory cap, and election of remedies between negligence and negligence per se. Due to plaintiff's efforts to enforce the judgement, defendants also moved to stay enforcement and to quash subpoenas issued in relation to efforts to identify assets and protect assets. Defendant Josee Riviere's motions are addressed in a separate

order. After due deliberation, review of statutes and case law, and consideration of the arguments of counsel, I hereby find and order as follows:

# **I. Case History and Facts**

This factual basis of this litigation involves the taking, editing, retention, and potential sharing of videos of plaintiffs while they rented a residence from defendants for three months in 2001. Plaintiffs were unaware of the videotaping until a separate law enforcement investigation revealed a computer file bearing their names saved on defendant Rhett Riviere's computer equipment. Plaintiffs became aware of the recordings in 2022. The videos show plaintiffs engaging in sexual acts in the bedroom and bathroom of the rental property in Aiken County, South Carolina.

The evidence presented at trial showed that defendants regularly rented property in Aiken, South Carolina, to other members of the polo and equine community who visited the area. Defendant Rhett Riviere, individually or by and through the LLCs he owned and/or managed, rented property on a boat on the coast of South Carolina and other homes in Aiken. Cameras were located in the bedrooms and bathrooms of these abodes. The videos shown to the jury were limited to the videos of the plaintiffs, videos showing defendant Rhett Riviere adjusting video equipment, and a few additional videos of other subjects whose faces were blurred for identity protection. Nudity was included in the videos. Sexual acts were the subject of the videos of the plaintiffs.

Non-party witnesses testified that the evidence showed videos had been transferred from device to device, that the defendant Rhett Riviere had a drop box cloud or internet account available to him and that at least two videos of the plaintiffs had been compiled from a VHS style recording into a digital file. There was testimony that the properties searched by law enforcement were listed on rental websites at one time. Rhett Riviere was called as a witness but pled protections pursuant to the Fifth Amendment of the United States Constitution due to the still pending criminal charges of three counts of voyeurism.

As to damages, plaintiffs testified they paid a rental fee for the cottage, each have sought counseling services since discovery of the video tapes, and plaintiff Heather Crespo visited the emergency room following her deposition in this litigation for treatment for a potential heart attack. Heather Crespo had a total cost of \$1,920.00 for her counseling sessions, as testified to at trial by her counselor and included in admitted exhibits. Gabriel Crespo had a total cost of \$125.00 for therapy as testified to at trial by his counselor and included in admitted exhibits. Gabriel Crespo testified that the rental for the cottage was \$2,400.00. Gabriel Crespo is a wellknown polo player, having a successful career since its outset in 2001.

Each plaintiff gave detailed, emotional testimony as to the trauma caused by the acts of defendants. At trial, there was evidence and argument as to the "unknown" location of videos, the number of videos, the amount of copies and whether they were shared to a broader community. Plaintiffs each testified as to the reputational and emotional harm. Heather Crespo

testified that her move from Aiken, South Carolina, was at least in part due to the damage from the discovery of the videos and the knowledge in the community that she and her former husband were videotaped. The testimony amounted to the acknowledgment of the gossip fodder presented to the community by the criminal investigation and discovery of their videos.<sup>1</sup>

Rhett Riviere was questioned by plaintiffs as to the acts of filming and savings recording, the intent of these acts, the sharing of videos, the storage of videos, the location and amount of assets held by him and/or the defendant corporations, the length of time he engaged in this behavior, and the formation and holdings of the corporations. Defendant Rhett Riviere pled his Fifth Amendment protections throughout his questioning. No other officers or agents for the corporations testified.

The jury found for the plaintiffs and against the defendants Rhett Riviere, Chase Enterprises, LLC, of South Carolina, and R.C. Riviere Properties, LLC, on several causes of action.<sup>2</sup> The jury awarded damages pursuant to each cause and totaled the damages as cumulative for a total award against Rhett Riviere of \$22,000,000, against Chase Enterprises, LLC of South Carolina of \$2,000,000, and R.C. Riviere Properties, LLC of \$2,000,000. At defendants' election, punitive damages were presented in a separate hearing immediately following the liability phase. The entire trial process encompassed two weeks.

Plaintiffs' causes of action were negligence, negligence per se based upon a broker/realtor statutory protection of SC Code § 40-57-20 (1976, as amended), invasion of privacy, intentional infliction of emotional distress, constructive fraud, and the statutory protections of SC Unfair Trade Practices Act, SC Code § 39-5-10, et seq (1976, as amended).

In the post-trial motions, defendants assert the verdict, particularly the verdict form, led to double recovery and confusion by the jury. The verdict form provided for a finding for or against each party as to each cause of action and a determination of damages as to each, if any. The form also allowed the jury to total all damages awarded to each plaintiff. No request for specific polling or further inquiry into the jury was made at the time of trial.

Additionally, defendants move for judgment notwithstanding the verdict based upon the same grounds as their directed verdict motion. First, they request a verdict on the claims of the negligence and negligence per se due the lack of physical injury or property damage proven by the plaintiffs. As to negligence per se, defendants argue that the statute in question was for general protection of the public and did not create a protected class of persons that plaintiffs belong to. Defendants argued plaintiffs failed to prove a negligent misrepresentation upon which

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<sup>1</sup> At the time of the cottage rental and taking of the videos, Gabriel Crespo and Heather Crespo were newly married. Since that time, the couple has divorced. They brought separate, individual actions against identical defendants. <sup>2</sup> The actions of Heather Crespo, 2022-CP-02-2323, and Gabriel Crespo, 2022-CP-02-2324, were consolidated prior to trial. Josee Riviere was also named as a defendant. Her motions are ruled upon by a separate order as the jury found against Josee Riviere pursuant to one cause of action, SC Unfair Trade Practices Act. The jury found against the remaining defendants for all applicable causes of action. Any reference to defendants in this order does not include defendant Josee Riviere.

a constructive fraud claim can rest and that the damages were not appropriately measured by the jury.

## II. Judgment Notwithstanding the Verdict is Denied

Defendant's moved for judgment notwithstanding the verdict based upon lack of actual damages or injury, lack of sufficient evidence for each cause of action and the inappropriateness of the realtor statute as the basis of a negligence per se action.

A motion notwithstanding the verdict is a renewal of the motion for directed verdict. Wright v. Craft, 372 S.C. 1, 20, 640 S.E.2d 486, 496 (Ct.App.2006). The trial court may grant a motion for judgment notwithstanding the verdict only if "no reasonable jury could have reached the challenged verdict." Jamison v. Hilton, 413 S.C. 133, 775 S.E.2d 58 (Ct. App. 2015) (quoting Gastineau v. Murphy, 331 S.C. 565, 568, 503 S.E.2d 712, 713 (1998)). In deciding a motion for judgment notwithstanding the verdict, a trial court does not have the authority to decide issues of credibility or conflicts in the evidence or testimony. Welch v. Epstein, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct.App.2000).

In a JNOV motion, the court is not concerned with the weight of the evidence but with the existence of evidence upon which a reasonable juror could base his or her decision. Curcio v. Caterpillar, Inc., 255 S.C. 316, 585 S.E.2d 272 (2003). The judgment may be altered if no reasonable jury could reach the same result. Id. A jury's determination of damages must be given substantive deference with a motion for JNOV granted only if the evidence clearly shows the award was the result of passion, caprice, partiality, corruption, or other improper motive. Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (1996) (citing Cock-n-Bull Steakhouse v. General Insurance, 466 S.E.2d 727 (1996)). See also Rush v. Blanchard, 310 S.C. 375, 426 S.E.2d 802 (1993) (trial judge is familiar with the evidentiary atmosphere and has discretion in determining reasonableness of jury's award in light of that atmosphere). As with a directed verdict motion, the analysis for a judgment notwithstanding the verdict is viewed in the light most favorable to the non-moving party. Jolly v. General Electric, 435 S.C. 607, 869 S.E.2d 819 (2021). The court must have a compelling reason to invade the jury's decision making as to damages. Todd v. Joyner, 385 S.C. 509, 685 S.E.2d 613 (Ct. App. 2008) (*aff'd as to other grounds appealed* 385 S.C. 421, 685 S.E.2d 421 (2009)).

### *Evidence of Damages*

Based upon the testimony and evidence presented, the court finds that there is evidence of property damage and other injury to plaintiffs. Plaintiffs have certainly endured extreme emotional turmoil as evidenced by their testimony. The fact that the emotional turmoil is the overwhelming damage does not negate the evidence of physical injury accompanying the

emotional shock and anguish.<sup>2</sup> Each plaintiff presented evidence of counseling fees and sought treatment. The plaintiffs presented evidence of the \$2,400.00 rental fee charged by defendants.

Further, the plaintiffs testified as to the ongoing nature of the acts. The unknown locations of the videos, the unknown viewings without consent, the different dates of the actual capture of the videos and then the injury caused in the discovery of the videos. This type of ongoing injury certainly results in a greater compensatory amount if a jury finds there is an injury at all.

*Negligence Per Se Based upon Realtor Protection Statute*

Plaintiffs brought an action for negligence per se alleging that S.C. §40-57-20 regarding duties of real estate brokers, sales persons and property managers creates a standard and duty that was breached by defendants. Defendants point out that South Carolina has not applied this statute to short term rental activities such as those engaged in by defendants. Section 40-57-20 requires a property manager, realtor or real estate broker to have a valid license from the Real Estate Commission. Section 40-57-10 explains that the Real Estate Commission regulates the industry to protect the public when engaging in real estate transactions.

The evidence as presented at trial showed that Rhett Riviere formed limited liability corporations as a way of manages his estate and rented property regularly. At least one of the realtors who testified explained that she referred potential renters to defendant Riviere and he handled all of his rentals himself, including drafting any rental agreements. Nothing in the statute addresses whether rentals must be of a certain duration to trigger the statutory protection. Without such limitation, the court finds no reason this statute would not apply to these rentals. The statute itself indicates it is for the protection of the public.

The case law in South Carolina establishes a private cause of action for negligence per se due to a statutory violation when the statute creates such a cause or the legislative intent of the statute is to protect a specific class of persons. Doe v. Marion, 373 S.C. 390, 645 S.E.2d 245 (2007). General protection of the public does not create a private cause of action. Id. However, as discussed at length by our Supreme Court in Denson v. National Casualty Company, 429 S.C. 142, 886 S.E.2d 228 (2023), the inquiry as to a private cause of action created by the statute arises when there is no common law duty owed to the plaintiffs. In this case, there is a common law duty created from the special relationship of the parties as landlord and tenant. The statutory violation may be evidence of the breach of that common law duty and negligence per se.

Plaintiffs allege defendant did not receive licensing as a real estate broker or property manager in violation of S.C. Code §40-57-20 which reads:

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<sup>2</sup> The court is not considering a separate injury for specific misappropriation of image or likeness beyond what was presented to the jury at trial.

It is unlawful for an individual to act as a real estate broker, real estate associate, or real estate property manager or to advertise or provide services as such with an active, valid license issued by the [South Carolina Real Estate Commission].

The real estate commission is created to protect the public in real estate transaction. S.C. Code §40-57-10. Chapter 57 of Title 40 gives an extensive listing of the requirements of licensed brokers, associates, and managers. Many of the provision deal with fair dealing, disclosures of relationships, and account management that are not applicable to the claims in this case. Several provisions relate to the requirement of periodic criminal background checks and review of trustworthiness and fair dealing by the commission in renewal of a license. 40-57-115, 40-57-135 (listing duties of property managers and supervised licensees 40-57-340 (conditions of license renewal and criminal background checks required every three years)), 40-57-350 (defining broker duties to client and agency, including honesty and fair dealing), and 40-57-510 (property manager licensing includes a criminal background check and investigation). Article 7 of Chapter 57 in Title 40 details complaints and redress for violations of the chapter.

These code sections exempt owners of property offering services as long as the ownership interest and the owner are identical. Defendants have not raised ownership as a defense to any claim.

Although mere licensing does not give rise to a private cause of action, the statutory scheme outlined for the renewal of licenses, the review of grievances, the potential disciplinary action, and the requirements for supervision of licensees by others in the profession detail the protections statutorily afforded to buyers, sellers, and renters in the South Carolina real estate market. As renters, plaintiffs lie in the class to be protected by these code sections which begin with the requirement for licensing of the persons selling and/or leasing real property that is not held by them as identical owners of the property.

Trial evidence was presented that defendant owned the property in different entities and assisted in the renting of property he did not own prior to his mother's death. This is evidence of a violation of the statutory requirements of licensing with the ultimate goal of protecting the renters. We do not know what would have occurred if the real estate commission had investigated defendant Riviere as required in a licensed environment. We do not know what complaints would have been made if the defendant had been required to renew his license.

### *Intentional Infliction of Emotional Distress*

Defendants moved for JNOV on the cause of Intentional Infliction of Emotional Distress, stating that the evidence did not support extreme or severe emotional distress. The court notes that both plaintiffs were very emotional during their testimony. Gabriel Crespo cried continuously. When questioned about the possibility of a John Doe filing, he staunchly defended his decision to confront Mr. Riviere directly. Heather Crespo, who is now employed in the medical field, detailed how she suspected she had a heart attack due to her extreme stress following her deposition testimony. Although that was due to the litigation process, her



questioning in deposition was a product of the acts by defendants and result of recounting of the harm imposed by defendant's acts. As argued by the plaintiffs, the plaintiffs will never have full confidence of where their images are, who may watch them, and if they will ever be presented in a more public fashion. For these reasons, the court denies this motion and finds more than sufficient basis for the tort of intentional infliction of emotional distress upon which the jury awarded its verdict.

### *Verdict Form and Double Recovery/Confusion*

The verdict form allowed for allocation of the verdict amounts by cause of action and also asked the jury to indicate the total amount of damages. The court agrees with defendants that the measure of damages for negligence and negligence per se are identical. However, the court disagrees that the verdict given is double recovery requiring an election of remedies.

It is clear the jury intended for a total amount of damages against the defendants to be \$11,000,000.00 against Rhett Riviere, \$500,000.00 as to Josee Riviere, \$1,000,000.00 as to Chase Enterprises, LLC, and \$1,000,000 as to R.C. Riviere Properties, LLC. Whatever confusion may have been present regarding damages for negligence and negligence per se, the intent of the total award is clear and does not require an election between the two. The court agrees with plaintiff that any further inquiry would have been appropriate at the time of the award and should not be disturbed now.

The total award was added at the request of defense counsel and this amount shows what the jury intended as the full damages. This court will not invade the province of the jury to abrogate that intent, a reasonable jury could have reached the challenged verdict. Gastineau v. Murphy, 331 S.C. 565, 503 S.E.2d 712 (1998) (finding the timeline of facts shown by the evidence did not support the whistleblower retaliation claim and award of damages therefrom). The total award, as given by the jury for negligence, negligence per se and the remaining tort actions, stands.<sup>3</sup>

### **III. Damages for SCUFTPA and Constructive Fraud Must be Limited**

The jury found each of the four defendants liable under the Unfair Trade Practices Act, S.C. Code §§ 39-5-10 to -160. Each defendant was found liable for \$500,000 for a total of \$2,000,000.

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<sup>3</sup> Plaintiffs also argue that each tort does not have identical timelines and therefore may explain the differing amounts in the jury's awards. Furthermore, plaintiffs argue the intentional infliction is a continual harm from the date of discovery as the ultimate locations of the videos are unknown unless or until the defendant provides proof of such location. Plaintiffs allege there are multiple wrongs in the same set of facts as proven to the jury. This court is not guessing at the intent of the jury on either argument but relying upon the total as the jury found liability on each and every cause of action.

Any person who suffers from an unfair or deceptive act may bring an action to recover for actual damages. S.C. Code § 39–5–140(a). If the court finds that the unfair or deceptive method was willful or knowing, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Id. § 140(a). Upon this finding, the court shall also award reasonable attorney’s fees and costs. Id. Accordingly, the damages shall be reduced to the amount the Crespo’s loss in accordance with the act, then trebled. Defense counsel has requested a separate hearing as to the reasonableness of requested attorney’s fees. This action is distinguishable from the negligence and negligence per se actions because of the restricted amounts and the nature of the damages.

The court must construe the statute in the ordinary and plain meaning. State v. Morgan, 352 S.C. 359, 574 S.E.2d 203 (Ct. App. 2002). SC §39-5-140 provides that the claimant but have suffered an “ascertainable loss of money or property” due to the deception or unfair method, act or practice. Viewing the language of the SCUFTPA and the progeny of cases pursuant to this act, the court finds that damages pursuant to that act are limited to the amount of the rental check; \$2,400.00 jointly. The specialized verdict form does allow us to determine that the jury did not follow the correct measure of damages in this cause of action.

Defense argues that even this finding is improper as no evidence was presented to indicate the value of a rental that does not have secret video recording devices in the bathroom that are pointed at the shower and in the bedroom directed on to the bed for night viewing. The court finds the jury had sufficient information to determine if there was any value to such a rental for the purposes of the SCUFTPA. Two realtors testified in this trial, and it is of such common knowledge that living quarters do not normally have cameras to record private intimacies and nudity. The court finds a sufficient basis for the value of the rental.

In light of the evidence presented at trial and based upon the verdict of the jury, the court finds that defendants’ violation of the SCUFTPA is willful pursuant to the statute. S.C. § 39-5140(d) defines a willful violation as one which the offender knew or should have known was a violation. As the jury found that defendants violated the statute with a deceptive or unfair practice, this court finds that defendants should have known of this deception. The trial testimony was that the camera was placed at or near a door to a room referred to as defendant Rhett Riviere’s office. All evidence was that Rhett Riviere had full access to the property and managed the rentals. He was seen on video adjusting the cameras at other rental locations. There is no evidence of any other responsible person for the corporate entities.

Therefore, judgment shall be reduced to \$12,960.00, being three times, or treble, the \$2,400.00 rental cost and counseling fees as to Heather Crespo and \$7,575.00 as to Gabriel Crespo. Defendants’ liability as to the damages is joint and several with Josee Riviere. Judgment of record shall not be altered until a separate hearing regarding the attorney’s fees and costs is held and ruled upon.

#### *Constructive Fraud*



Similarly, a constructive fraud claim is limited to the difference in valuation of the product or item as bargained for. Sparrow v. Toyota of Florence, Inc., 302 S.C. 418, 422, 396 S.E.2d 645, 647 (Ct. App. 1990). The jury found Rhett Riviere liable for constructive fraud, with damages of \$500,000. This court struggles with the measure of damages in this context. Defendants continue to argue that plaintiffs failed to prove a negligent misrepresentation. The crux of this case is the fact that defendant did not disclose the cameras, the videos, or the use of videos across many devices and potentially platforms. What is the value of a rental without videos that may have been released to the broader internet community (presumably \$2,400.00) versus the value of a rental that does subject you to potential disclosure of sexual videos for the remainder of your life? The court finds it is reasonable for a jury to find that value is \$0.00 without specialized comparable evidence or testimony. If such testimony is required, the court points to the testimony of the other realtors who stated that it is not typical for a rental to have cameras such as these.

One of the problematic issues in the case is defendant Riviere's invocation of the Fifth Amendment. This court does not intend to criticize or punish Mr. Riviere for availing himself of that right. Neither can the court reward or further protect him when he does avail himself of that right. He must be responsible for weighing the consequences of that decision. One of the consequences is that he did not answer questions directly, and the jury may make a negative inference as to his invocation of the Fifth Amendment in this court. Griffith v. Griffith, 332 S.C. 630, 641, 506 S.E.2d 526, 531-32 (Ct. App. 1998).

His answers may have assisted the jury in reaching a different conclusion. As things stand, the court finds that there was evidence upon which a jury could find a negligent misrepresentation in either the rental process and/or in the twenty years after this rental as to the existence and status of the recordings. The court must rely upon the jury to do its duty as the finder of fact.

As to damages, the court agrees that the measure of damages is the valuation of what was bargained for versus what was received pursuant to the fraudulent activity which is \$2,400.00. That portion of the verdict is reduced to \$2,400.00, as well, jointly and severally.

#### **IV. Evidence Against Corporate Defendants**

The court has considered the scant evidence regarding the corporate defendants. Most of the evidence provided at trial was presented through the testimony of defendant Rhett Riviere who pled 5<sup>th</sup> Amendment protections to each and every question. That line of questioning included questions about formation of the corporations, purpose of the corporations, and potential assets of the corporations.

Defendants appear to discount this testimony because it was given pursuant to an adverse witness, cross-examination. The court understands that defendant Rhett Riviere, individually and in his role for the corporations, would have liked to answer some questions and not others. The invocation of the 5<sup>th</sup> Amendment protection is his individual right. Invocation of that right has

collateral consequences for him and the corporations as he was the officer and/or manager for those entities. Several witnesses testified regarding Rhett Riviere's multiple corporate entities for his business dealings. This motion is denied as evidence was presented to this jury.

#### V. Thirteenth Juror Doctrine

This court commends the jury in its deliberations and taking their role seriously. Given the analysis above and based upon the role of the jury, the court denies the requested Nisi Remittitur. This court will not invade the jury's role pursuant to the Thirteenth Juror Doctrine. As stated multiple times in trial, the court cannot change the conduct and its egregious nature. Given that conduct, the verdict is not excessive.

#### VI. Amended Verdict

The total verdict for each plaintiff was \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises LLC, and \$1,000,000.00 against R.C. Riviere Properties, LLC. Given the repeated conduct of defendants, the nature of the acts, and the potential for ongoing or future dissemination of the images, the court does not find these amounts to be excessive such to warrant further reduction other than the reduction required pursuant to the SC Unfair Trade Practices Act and the appropriate measure of damages for constructive fraud.

The jury awarded each plaintiff \$500,000.00 against each defendant for Unfair Trade Practices violations. This verdict shall be amended to \$7,200.00 against each defendant, jointly and severally. The jury awarded \$500,000.00 against Rhett Riviere to each plaintiff. This verdict is amended to \$2,400.00 to the plaintiffs jointly.

The amount of reasonable attorney's fees and litigation costs pursuant to SCUTPA shall be determined by separate hearing. As this will affect the total judgment, judgment shall not be revised or amended in the records until the attorney's fees and costs hearing is held.

#### VII. Punitive Damages

Defendants also ask to reduce the punitive damages award to \$500,000.00 pursuant to SC § 15-32-510, et seq (1976). For the year 2024, this amount is adjusted for inflation to \$699,761.00. Punitive damages were heard in a bifurcated trial process pursuant to the defendants' election. The jury awarded punitive damages against defendant Rhett Riviere in the total amount of \$4,000,000.00, against Chase Enterprises, LLC, in the total amount of \$500,000.00 and against R.C. Riviere Properties, LLC, in the total amount of \$500,000.00 for each plaintiff. The total amounts of compensatory damages were \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises, LLC, and \$1,000,000.00 against R.C. Riviere Properties, LLC. As in the liability phase, the verdict form broke down the causes of action and defendants and asked the jury to determine a total amount of punitive damages owed by each defendant.

Defendants now seek to limit the award pursuant to S.C. Code §15-32-530 which provides that punitive damages are limited to the greater of three times the amount of compensatory damages or \$500,000.00 per defendant. The punitive damages award did not exceed this cap.

Furthermore, this statute contains several exceptions to the limitation. Section 15-32530(B)(2) provides an exception to the limitation if the conduct could subject the defendant to a felony conviction. The conduct defendant Rhett Riviere is currently charged with is a misdemeanor. However, this repeated conduct could subject defendants to enhanced felony charges. Therefore, punitive damages as to Rhett Riviere are exempted based upon Section 1532-530(b)(2) which limits punitive damages to the greater of no more than four times the amount of compensatory damages to each claimant (\$44,000,000.00 in this litigation) or the sum of two million dollars, without any inflation adjustment increase.

However, all limitations are removed pursuant to S.C. Code §15-32-530(c) if there is an intent to harm at the time of injury, a felony conviction for the same conduct, or acts and omissions committed while in a drunken state with substantial impairment. The jury found for plaintiffs for two intentional torts and awarded punitive damages for those causes of action. Therefore, this court finds that punitive damages are not limited pursuant to subsection c. The jury's punitive award stands.

Finally, the court must analyze the punitive damages in light of Gamble v. Stevenson, 305 S.C. 104, 406 S.E.2d 350 (1991), and BMW of North America, Inc. v. Gore, 517 U.S. 559, 116 S.Ct. 1589, 134 L.Ed.2d 809 (1996). The statutory provisions concerning punitive damages also provide for court review of any awards. These factors include: degree of culpability, duration of conduct, awareness or concealment, existence of similar past conduct, likelihood the award will deter, whether it is reasonably related to the harm, reprehensibility, disparity between actual and potential harm suffered, and the difference between the punitive award and civil penalties in other cases. Unfortunately, cases of this type are becoming more common as it is increasingly easier to record individuals without their knowledge and the storage and dissemination of recordings requires little effort or expense and can be highly lucrative. Rhett Riviere and his corporations have been found liable for unknowingly recording plaintiffs in extremely private situations. The reprehensible nature of this conduct is evident upon seeing the product of the conduct. Clearly, the plaintiffs did not know of the recordings and their testimony eloquently demonstrated the harm from that conduct.

Rhett Riviere was discovered peeping into windows and attempting to look at persons in private situations years before the first video is known to have been taken. His conduct of video recording occurred over decades. There is no evidence that any of the unknown persons recorded in bathrooms and bedrooms of places he rented ever consented to being recorded. The placement of the cameras shows that the cameras were in walls, behind curtains, and placed in corners of interior rooms. They could not be for security purposes. No explanation for the

recordings was provided at trial. No theory of explanation was provided at trial. More than one video shows Mr. Riviere adjusting the cameras in a bedroom and a bathroom.

The only argument that could be seen in defendant's favor for reducing the award is whether the award is reasonably related to the harm. Defendants have looked to the limited medical bills and counseling bills to somehow limit the harm. However, the testimony of the plaintiffs explained how this invasion into their private lives affected their present and future, as well as tainted past memories. In this digital world, it is uncertain where these videos reside or if they will ever appear somewhere else.

There is no denying the reprehensible nature of defendants' conduct. As stated by the court in trial, the shocking and unnerving nature of these acts are the core of the litigation. The court cannot shelter the jury from the act that was done and cannot alter it to make it somehow easier to view when the act of invasion is itself the most disconcerting aspect. To see a nude statue purposely displayed in a museum or exhibit is a study of the body. To see a couple undress to shower without any indication of knowledge of an audience is something entirely different. This court finds that defendant's conduct was willful, wanton and in reckless disregard of each plaintiff's rights.

Therefore, this court finds that the punitive damages awards are appropriate under the *Gamble* and *Gore factors*.

IT IS SO ORDERED.

[Signature and Date Page to Follow]  
Hon. Martha M. Rivers  
Resident Judge, Seat No. 2



Aiken Common Pleas

**Case Caption:** Heather Crespo VS Rhett Riviere , defendant, et al

**Case Number:** 2022CP0202323

**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-01-03 15:04:20 page 13 of 13

ELECTRONICALLY FILED - 2025 Jan 03 3:02 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202323

**Exhibit 2**  
**Order**  
**January 3, 2025**

ELECTRONICALLY FILED - 2025 Feb 05 1:02 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202323

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Heather Crespo )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC )  
Defendant )  


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STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Gabriel Crespo )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC )  
Defendant )  


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IN THE COURT OF COMMON PLEAS  
SECOND JUDICIAL CIRCUIT

2022-CP-02-2323  
2022-CP-02-2324

**Order Regarding Motion for Judgment  
Notwithstanding the Verdict,  
Or in the Alternative for a New Trial,  
Or in the Alternative for a New Trial Nisi  
Remittitur as to Josee Riviere**

This Court heard post trial motions regarding this case on November 13, 2024. Defendant Josee Riviere moved for Judgment not Withstanding the Verdict, New trial, and Remittitur.<sup>1</sup> Josee Riviere also filed several motions regarding discovery related to enforcement of the judgment.

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<sup>1</sup> Co-defendants post trial motions are discussed in a separate order.

## I. Case History & Facts

Plaintiffs filed individual actions against Ms. Josee Riviere for the causes of action of negligence, unfair trade practices, and negligence per se.<sup>2</sup> Each plaintiff's complaint and allegations were identical and were consolidated by prior order. Defendant Josee Riviere moved repeatedly to have her case severed from that of her co-defendants. Following a trial of greater than one week, the jury found against Josee Riviere on the cause of action pursuant to the SC Unfair Trade Practices Act, S.C Code § 39-5-10, et seq.

The factual basis of this litigation involves the taking, editing, retention, and potential sharing of videos of plaintiffs while they rented a residence from defendants for three months in 2001. Plaintiffs were unaware of the videotaping until a separate law enforcement investigation revealed a computer file bearing their names saved on defendant Rhett Riviere's computer equipment. Plaintiffs became aware of the recordings in 2022. The videos show plaintiffs engaging in sexual acts in the bedroom and bathroom of the rental property in Aiken County, South Carolina.

Josee Riviere is the ex-wife of defendant Rhett Riviere and maintained a strong friendship with Rhett Riviere after their divorce. She testified fully at the trial, and several witnesses corroborated her good character upon questioning by her attorney. Defendant Rhett Riviere availed himself of protections pursuant to the Fifth Amendment of the United States Constitution. At the time of trial, his criminal charges of three counts of voyeurism were pending.

The evidence presented at trial showed that defendants regularly rented property in Aiken, South Carolina, to other members of the polo and equine community who visited the area. Defendant Rhett Riviere, individually or by and through the LLCs he owned and/or managed, rented property on a boat on the coast of South Carolina and other homes in Aiken. Cameras were located in the bedrooms and bathrooms of these abodes. The videos shown to the jury were limited to the videos of the plaintiffs, videos showing defendant Rhett Riviere adjusting video equipment, and a few additional videos of other subjects whose faces were blurred for identity protection. Nudity was included in the videos. Sexual acts were the subject of the videos of the plaintiffs.

Non-party witnesses testified that the evidence showed videos had been transferred from device to device, that the defendant Rhett Riviere had a drop box cloud or internet account available to him in 2021 and that at least two videos of the plaintiffs had been compiled from a VHS style recording into a digital file. There was testimony that the properties searched by law enforcement were listed on rental websites at one time.

As to damages, plaintiffs testified they paid a rental fee for the cottage, each have sought counseling services since discovery of the video tapes, and plaintiff Heather Crespo visited the emergency room following her deposition in this litigation for treatment for a potential heart

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<sup>2</sup> Co-defendant Rhett Riviere defended against additional allegations of intentional infliction of emotional distress, and constructive fraud. The corporate defendants were named for negligence and unfair trade practices.



attack. Heather Crespo had a total cost of \$1,920.00 for her counseling sessions, as testified to at trial by her counselor and included in admitted exhibits. Gabriel Crespo had a total cost of \$125.00 for therapy as testified to at trial by his counselor and included in admitted exhibits.. Gabriel Crespo testified that the rental for the cottage was \$2,400.00. Gabriel Crespo is a well known polo player, having a successful career since his early days in 2001.

Each plaintiff gave detailed, emotional testimony as to the trauma caused by the acts of defendants. At trial, there was evidence and argument as to the “unknown” regarding the location of videos, the number of videos, the amount of copies and whether they were shared to a broader community. Plaintiffs each testified as to the reputational and emotional harm. Heather Crespo testified that her move from Aiken, South Carolina, was at least in part due to the damage from the discovery of the videos and the knowledge in the community that she and her former husband were videotaped. The testimony amounted to the acknowledgment of the gossip fodder presented to the community by the criminal investigation and discovery of their videos.<sup>3</sup>

Rhett Riviere was questioned by plaintiffs as to the acts of filming and savings recording, the intent of these acts, the sharing of videos, the storage of videos, the location and amount of assets held by him and/or the defendant corporations, the length of time he engaged in this behavior, and the formation and holdings of the corporations. He was also questioned regarding his ex-wife and her involvement. Defendant Rhett Riviere pled his Fifth Amendment protections throughout his questioning. No other officers or agents for the corporations testified.

Plaintiff Heather Crespo and Plaintiff Gabriel Crespo alleged that Josee Riviere was involved in the act and trade of renting certain property to them. In support of their allegations, each plaintiff testified that Ms. Josee Riviere was individually involved in the rental transaction by meeting them at the home and providing keys to the home. Heather Crespo testified that she saw Josee Riviere at the adjacent barn no less than weekly. Josee Riviere did not recall meeting with the Crespos to finalize the rental of the property. She was questioned about an investment property purchased by her several years later and any joint ventures between the defendants. Josee Riviere testified that she kept her finances separate. She also testified that she had no stake in or other involvement in the properties owned by Rhett Riviere. She acknowledged that since the initial law enforcement investigation in 2019, she expressed her support for Rhett Riviere publicly and that she continues to receive funds pursuant to her divorce decree.

Defendant Josee Riviere argues vehemently that there is no objective evidence of her involvement in any corporations formed and/or managed by defendant Rhett Riviere and that her conduct was as a gopher or wife rather than a partner or other stakeholder in a joint business venture. In addition, defendant Josee Riviere argues that the failure to sever the two actions for the purposes of trial resulted in prejudicial evidence against her. Defendant Josee Riviere asserts the court’s failure to instruct the jury that an adverse inference cannot be imputed to Josee Riviere upon Rhett Riviere’s invocation of the Fifth Amendment tainted the jury’s perception of her.

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<sup>3</sup> At the time of the cottage rental and taking of the videos, Gabriel Crespo and Heather Crespo were newly married. Since that time, the couple has divorced. They brought separate, individual actions against identical defendants.

She further argues that the court's interruption of her attorney in closing arguments tainted the jury against her and created an inference or implied statement by the court in opposition of Josee Riviere. Finally, defendant argues that the record was devoid of any tangible evidence to prove the cause of action of Unfair Trade Practices Act (UFTP) such that the jury's verdict can only be the result of passion and/or confusion.

## **II. Court denies Josee Riviere's Motion Judgment Notwithstanding the Jury and New Trial.**

After careful consideration and review of the case, the court denies defendant's motion for Judgment Notwithstanding the Jury and/or a New Trial for the following reasons. Chiefly, the jury's award itself indicates that the jury was not governed by passion or caprice. Several causes of action were submitted to the jury with request for specific findings and damages as to each cause of action. The jury found Josee Riviere liable on only one cause of action, UFTP. This court will not reach into the province of the jury to determine exactly how that verdict was reached. The fact that the jury deliberated upon the evidence and distinguished between the defendants and causes of action is the most compelling evidence that the jury was dutiful in its decision making.

This verdict also is the most compelling evidence that the jury was not swayed by the court's rulings or guidance regarding closing arguments. Prior to closing arguments, the court delineated improper closing arguments and reminded counsel to stay within the bounds of the general rules of closing arguments as well as the specific rulings in this case. Furthermore, the court instructed the jury several times to not weigh any comments or rulings by the court for or against any party but merely the rulemaking of the court procedural process. The court was not loud, argumentative, or make improper comments upon defense counsel's behavior. For any admonitions against counsel as to improper statements made within hearing of the jury regarding the court or others, the jury was excused so as to not discuss this behavior in their presence and influence their decision making. When clear instructions as to allowable evidence were forgotten or ignored, the court took extended breaks to consider the matter properly and fully, without appearance of or any undue influence over the jury. The proof that the jury abided by those instructions is in the verdict itself. Defendant Josee Riviere was found liable for one cause of action only and for the lowest amount of damages awarded by this jury.

Finally, this verdict also demonstrates the jury was not overborne by the co-defendant's use of his Fifth Amendment privilege. The jury was instructed that it may presume a negative inference by the use of that privilege in the civil trial. This court believes it would have been confusing to issue any additional instruction as to defendant Josee Riviere as the jury weighs the import of the evidence and the presentation of each witness. The jury was presented evidence that Ms. Josee Riviere met the plaintiffs at the rental home to hand them the keys, collect the rent and show them around. There was evidence that Ms. Josee Riviere was on the property site, although not inside the rental home, often and that she interacted with the plaintiffs during their residency. There was also evidence of potential bias by Josee Riviere, her continued friendship with her ex-husband, her potential financial interest in the rental properties, her financial interest in his financial condition since their divorce, and her proximity in locations to areas in which defendant Rhett Riviere stored cameras and computer equipment from the time of the recordings

until their discovery. This evidence was determined outside of the questioning of Rhett Riviere. All of this evidence was introduced by means other than the questioning of Rhett Riviere.

The court understands that there was limited evidence as to her involvement with her co-defendants finances, corporations, or other businesses. There was no direct evidence that she directly knew of the video recording and computer equipment in any of the properties. There was substantial evidence of her good character and that she and her now ex-husband, Rhett Riviere, remained friends up until the day of trial.

The court is not charged with weighing the evidence but determining if there is evidence upon which a reasonable jury could find Josee Riviere was involved in the renting of her husband's property in viewing the evidence in the light most favorable to the plaintiff.

In the case of Gastineau v. Murphy, 331 S.C. 565, 503 S.E.2d 712 (1998) the court upheld the granting of a JNOV motion in a whistleblower retaliation case. The Supreme Court found that the evidence did not support the verdict because there was no evidence the supervisor knew of the plaintiff's report of misconduct, i.e. his whistleblowing. There was extensive additional evidence of other reasons to fire the plaintiff. Because the timeline of the evidence did not support the verdict, the court set it aside.

In doing so, the court made clear that such motions should be "granted only if no reasonable jury could reach the challenged verdict." *Id.* at 568. (citing *Crossley v. State Farm Mutual Auto. Ins. Co.*, 307 S.C. 354, 357, 415 S.E.2d 393, 395 (1992)). The issues presented are viewed in the light most favorable to the non-moving party. Jolly v. General Electric, 435 S.C. 607, 869 S.E.2d 819 (2021). The court must have a compelling reason to invade the jury's decision making as to damages. Todd v. Joyner, 385 S.C. 509, 685 S.E.2d 613 (Ct. App. 2008) (*aff'd as to other grounds appealed* 385 S.C. 421, 685 S.E. 2d 421 (2009).

This court does not find compelling reasons to invade the jury's verdict. This jury could have discounted Ms. Riviere's testimony that she had no knowledge of the recordings and did not have any reason to suspect Mr. Riviere was recording persons in the rental properties. They further could have discounted that she kept all of her finances separate from him during their marriage and did not assist in renting the properties in a meaningful way. It is up to the jury to hear the testimony of Josee Riviere and determine if they find her credible. As she testified fully, the jury had the opportunity to do so.

### **III. Damages are limited pursuant to SCUFTPA**

Defendant Josee Riviere argues that the award is excessive and improper because the economic damages as presented in this case are \$2,400.00 to an entity that could not be named and counseling expenses for each plaintiff.<sup>4</sup> JR rightly argues that the statute allows economic damages and the special and consequential damages that flow therefrom. S.C. Code Ann. § 39-5-140(a). Special damages are those damages that result from an act or omission but are not the

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<sup>4</sup> The cost of the rental for three months was \$2,400.00. Plaintiffs were married at the time of the rental and bore the expense jointly. Heather Crespo incurred counseling expenses of \$1,920.00 after discovery of the video. She also testified that after her deposition she suffered a panic attack and incurred expenses related to her emergency room visit. Gabriel Crespo incurred counseling expenses of \$125.00.

typical or normal damages cause by such act or omission. *Hackworth v. Greywood*, 385 SC 110 (2009). Special damages must be specifically pled to place a defendant on proper notice of the claim. *McNaughton v. Charleston Charter Sch. for Math & Sci., Inc.*, 411 S.C. 249, 261, 768 S.E.2d 389 (2015). Emotional distress, in general, is not compensable under the SCUFTPA. S.C. Code § 39-5-140(a).

The court must construe the statute in the ordinary and plain meaning. *State v. Morgan*, 352 S.C. 359, 574 S.E.2d 203 (Ct. App. 2002). SC §39-5-140 provides that the claimant but have suffered an “ascertainable loss of money or property” due to the deception or unfair method, act or practice. Viewing the language of the SCUFTPA and the progeny of cases pursuant to this act, the court finds that damages pursuant to that act are limited to the amount of the rental check.

Defense argues that this is improper as no evidence was presented to indicate the value of a rental that does not have secret video recording devices in the bathroom that are pointed at the shower and in the bedroom directed on to the bed for night viewing. The court finds the jury had sufficient information to determine if there was any value to such a rental for the purposes of the SCUFTPA. Two realtors testified in this trial and it is of such common knowledge that living quarters do not normally have cameras to record private intimacies and nudity that the court finds a sufficient basis for the value of the rental.

In the course of the trial, all parties agreed that the court was tasked with determining if any UFTPA violation was willful pursuant to the statute. At the conclusion of the trial, the court noted such finding on the judgment coversheet. Defense counsel now argues that this finding was improper because it was made after the conclusion of the trial and without argument or statement by counsel. Defendant asserts that she and her counsel left the courtroom during the punitive damages phase with the belief or assumption that no such ruling would be made and that not participating in the punitive damages phase of the trial prejudiced Josee Riviere as to the finding of willfulness pursuant to the SCUFTPA.

The court acknowledges that upon return of the verdict on liability and compensatory damages, defendant Josee Riviere and her attorney were excused from the court during the punitive damages phase as there was no verdict that would subject Josee Riviere to punitive damages. The introduction of evidence on behalf of Josee Riviere was at that point concluded. Defendant was not required to leave at any time. However, defendant Josee Riviere had no role in the punitive damages phase as she was not subject to a punitive damages award. Defendant Josee Riviere had been given ample opportunity to argue to the lack of evidence against Josee Riviere in multiple motions before and during the trial and before the jury in closing arguments. In fact, in these motions defendant has not raised a novel issue as to the evidence except that counsel was not allowed to argue it again before entry of the form judgment. Taking these arguments as a whole, the court finds that defendant’s presence at the punitive damages phase was not required and would not have resulted in a different verdict.

In light of the evidence presented at trial and based upon the verdict of the jury, the court finds that defendant Josee Riviere’s violation of the SCUFTPA is willful pursuant to the statute. S.C. §39-5-140(d) defines a willful violation as one which the offender knew or should have known was a violation. As the jury found that defendant Josee Riviere violated the statute with a

deceptive or unfair practice, this court finds that she should have known of this deception. The trial testimony was that the camera was placed at or near a door to a room referred to as defendant Rhett Riviere's office. Josee Riviere had full access to this property as indicated by her showing the property to the Crespos before rental and knowledge of the key to what was described as the cottage. Josee Riviere had knowledge of other properties owned by her husband. She bought investment property for herself and was somewhat versed in the rental market of Aiken County. Josee Riviere denied involvement in the companies or involvement that raised her level of liability from an errand girl/wife. This goes to the weight of the evidence and finding of facts, both of which are provinces of the jury that this court will not disturb.

Therefore, judgment shall be entered against Josee Riviere for the total sum of \$12,960.00, being three times, or treble, the \$2,400.00 rental cost and counseling fees as to Heather Crespo and \$7,575.00 as to Gabriel Crespo. Defendant's liability as to the damages is joint and several with Rhett Riviere. Plaintiffs may not recover the \$2,400.00 twice but each may recover the appropriate counseling fees individually.

The plaintiffs are also entitled to an award of attorney's fees and costs. The court did not examine the attorney's fees for reasonableness at this time and shall schedule an additional hearing to determine the appropriate amount of attorney's fees to include in this judgment. The judgment shall be amended on record after the court issues an award as to attorney's fees and costs.

IT IS SO ORDERED.

Hon. Martha M. Rivers

[Electronic Signature Page to Follow]



Aiken Common Pleas

**Case Caption:** Heather Crespo VS Rhett Riviere , defendant, et al  
**Case Number:** 2022CP0202323  
**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-01-03 14:53:10 page 8 of 8

# **Exhibit 3**

Form 4 Order and Judgment  
September 25, 2024  
(including Verdict Form dated September 24, 2024)



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022- CP-02-02323

Heather Crespo

Rhett Riviere; Josee Riviere; Chase  
Enterprises, LLC of South Carolina; and R.C.  
Riviere Properties, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court by way of jury trial beginning on September 16, 2024. The determination of punitive damages by the jury occurred on September 25, 2024. A copy of the verdict form is attached.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

FILED September 25 20 24

Robert J. White  
Clerk of Court & G.S.

Charles Peabody  
Deputy Clerk

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below)                   | Judgment Amount To be<br>Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| Heather Crespo                               | Rhett Riviere                                              | \$ 4,000,000.00                                             |
| Heather Crespo                               | Chase Enterprises, LLC and R.C. Riviere<br>Properties, LLC | \$ 500,000.00                                               |
|                                              |                                                            |                                                             |

If applicable, describe the property, including tax map information and address, referenced in the order:



The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Martha Riven  
Circuit Court Judge

2788  
Judge Code

9-25-2024  
Date

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

### Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Heather Crespo,

Civil Action No.: 2022-CP-02-2323

Plaintiff,

**VERDICT FORM**

v.

Rhett Riviere, Josee Riviere, Chase  
Enterprises, LLC of South Carolina  
and R.C. Riviere Properties, LLC,

Defendants.

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE  
PUNITIVE DAMAGES ASSERTED BY HEATHER CRESPO. ONCE THE  
JURY REACHES A UNANIMOUS VERDICT ON THE PUNITIVE DAMAGES  
CLAIM, THE FOREPERSON SHALL PLACE HER INITIALS NEXT TO THAT  
FINDING. YOU MAY FIND FOR THE PLAINTIFF OR DEFENDANT.

1. Negligence Claim/Negligence Per Se Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ML or No \_\_\_\_\_

1

FILED September 25, 2024

Robert J. White 220  
C.C.P. & G.S.

Charles Plautz  
Deputy Clerk

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                                    |                   |
|------------------------------------|-------------------|
| As to Rhett Riviere                | \$ <u>500,000</u> |
| As to Chase Enterprises LLC        | \$ <u>500,000</u> |
| As to R.C. Riviere Properties, LLC | \$ <u>500,000</u> |

2. Intentional Infliction of Emotional Distress Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No     

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                     |                     |
|---------------------|---------------------|
| As to Rhett Riviere | \$ <u>1,000,000</u> |
|---------------------|---------------------|

3. Invasion of Privacy Claim

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No     

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

|                     |                     |
|---------------------|---------------------|
| As to Rhett Riviere | \$ <u>2,000,000</u> |
|---------------------|---------------------|

4. Constructive Fraud/Misrepresentation.

Do you, the Jury, unanimously find Plaintiff is entitled to punitive damages?

Yes ALL or No

Based on upon the verdict for Heather Crespo, we the Jury award punitive damages as follows:

As to Rhett Riviere

\$ 500,000

---

If you found punitive damages for any defendant as to any cause of action, please indicate the TOTAL amount of punitive damages for every cause of action as to each defendant:

\$4,000,000 As to Rhett Riviere

\$500,000 As to Chase Enterprises LLC

\$500,000 As to R.C Riviere Properties, LLC

Date: 9/25, 2024

Al Anderson

Foreperson

# **Exhibit 4**

Form 4 Order  
September 25, 2024

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022- CP-02-02323

Heather Crespo

Rhett Riviere; Josee Riviere; Chase  
Enterprises, LLC of South Carolina; and R.C.  
Riviere Properties, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court by way of jury trial beginning on September 16, 2024. A copy of the verdict form is attached.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

*Court finds deceptive trade and/or practice to be  
willful and knowing pursuant to UFTPA and grant treble damages, attorney's fees and costs*

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below)                   | Judgment Amount To be<br>Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| Heather Crespo                               | Rhett Riviere                                              | \$ 11,000,000.00 + treble UFTPA portion                     |
| Heather Crespo                               | Josee Riviere                                              | \$ 500,000.00 + treble UFTPA portion                        |
| Heather Crespo                               | Chase Enterprises, LLC and R.C. Riviere<br>Properties, LLC | \$ 1,000,000.00 + treble UFTPA portion                      |

If applicable, describe the property, including tax map information and address, referenced in the order:

FILED September 25 20 24

SCRCP Form 4C (02/2017)

Page 1 of 4

*Robert J. White*  
Clerk of Court

*Charles P. White*  
Deputy Clerk

RoA\_2798

ELECTRONICALLY FILED - 2025 Feb 05 1:02 PM - AIKEN - COMMON PLEAS - CASE #2022CP0202323

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Marka River  
Circuit Court Judge

2788  
Judge Code

9-25-2024  
Date

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

### Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Heather Crespo,

Plaintiff,

v.

Rhett Riviere, Josee Riviere, Chase  
Enterprises, LLC of South Carolina  
and R.C. Riviere Properties, LLC,

Defendants.

Civil Action No.: 2022-CP-02-2323

**VERDICT FORM**

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE  
CAUSES OF ACTION ASSERTED BY HEATHER CRESPO. ONCE THE JURY  
REACHES A UNANIMOUS VERDICT ON THE CLAIM, THE FOREPERSON  
SHALL PLACE HER INITIALS NEXT TO THAT FINDING. YOU MAY FIND  
FOR THE PLAINTIFF, ONE DEFENDANT, OR MULTIPLE DEFENDANTS.

1. Negligence Claim

We the jury unanimously find for:

ACW Heather Crespo, Plaintiff

Against ACW Rhett Riviere

1

FILED September 24<sup>th</sup> 24  
Rhett J. Riviere 405  
C.C.P. & G.S.  
Charla Plante  
Deputy Clerk



Against \_\_\_\_\_ Josee Riviere  
 Against AWL Chase Enterprises, LLC  
 Against AWL R.C. Riviere Properties, LLC

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

We the jury unanimously find for:

AWL Josee Riviere, Defendant

We the jury unanimously find for:

\_\_\_\_\_ Chase Enterprises, LLC of South Carolina, Defendant

We the jury unanimously find for:

\_\_\_\_\_ R.C. Riviere Properties, LLC, Defendant

If you found negligence as to any defendant, please indicate the amount of damages proximately caused by such negligence as follows:

|                                    |                   |
|------------------------------------|-------------------|
| As to Rhett Riviere                | \$ <u>500,000</u> |
| As to Josee Riviere                | \$ <u>0</u>       |
| As to Chase Enterprises LLC        | \$ <u>500,000</u> |
| As to R.C. Riviere Properties, LLC | \$ <u>500,000</u> |

## 2. Unfair Trade Practices Act Claim

We the jury unanimously find for:

AWL Heather Crespo, Plaintiff

Against AWL Rhett Riviere

Against AWL Josee Riviere

Against AW Chase Enterprises, LLC  
 Against AW R.C. Riviere Properties, LLC

We the jury unanimously find for:

           Rhett Riviere, Defendant

We the jury unanimously find for:

           Josee Riviere, Defendant

We the jury unanimously find for:

           Chase Enterprises, LLC of South Carolina, Defendant

We the jury unanimously find for:

           R.C. Riviere Properties, LLC, Defendant

If you found against a defendant pursuant to the Unfair Trade Practices Act, please indicate the amount of damages pursuant to the Unfair Trade Practices Act:

|                                    |                   |
|------------------------------------|-------------------|
| As to Rhett Riviere                | \$ <u>500,000</u> |
| As to Josee Riviere                | \$ <u>500,000</u> |
| As to Chase Enterprises LLC        | \$ <u>500,000</u> |
| As to R.C. Riviere Properties, LLC | \$ <u>500,000</u> |

3. Negligence Per Se Claim

We the jury unanimously find for:

AW Heather Crespo, Plaintiff

Against AW Rhett Riviere

Against            Josee Riviere

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

We the jury unanimously find for:

ACW Josee Riviere, Defendant

If you found negligence per se as to any defendant, please indicate the amount of damages proximately caused by such negligence per se as follows:

As to Rhett Riviere

\$ 1,500,000

As to Josee Riviere

\$ Ø

4. Intentional Infliction of Emotional Distress Claim

We the jury unanimously find for:

ACW Heather Crespo

Against ACW Rhett Riviere

We the jury unanimously find for:

\_\_\_\_\_ Rhett Riviere, Defendant

If you found against a defendant pursuant to Intentional Infliction of Emotional Distress, please indicate the amount of damages:

As to Rhett Riviere

\$ 3,000,000

5. Invasion of Privacy Claim

We the jury unanimously find for:

AWL Heather CrespoAgainst AWL Rhett Riviere

We the jury unanimously find for:

           Rhett Riviere, Defendant

If you found against a defendant pursuant to Invasion of Privacy Claim, please indicate the amount of damages:

As to Rhett Riviere \$ 5,000,0006. Constructive Fraud/Misrepresentation.

We the jury unanimously find for:

AWL Heather CrespoAgainst AWL Rhett RiviereAgainst            Josee Riviere

We the jury unanimously find for:

           Rhett Riviere, Defendant

We the jury unanimously find for:

AWL Josee Riviere, Defendant

If you found against a defendant pursuant to Constructive Fraud/Misrepresentation, please indicate the amount of damages:

As to Rhett Riviere \$ 500,000As to Josee Riviere \$ Ø

If you found damages for any defendant as to any cause of action, please indicate the TOTAL amount of damages for every cause of action as to each defendant:

\$1,000,000 As to Rhett Riviere

\$ 500,000 As to Josee Riviere

\$1,000,000 As to Chase Enterprises LLC

\$1,000,000 As to R.C Riviere Properties, LLC

Date: 9/24, 2024

April C. Windsor  
Foreperson

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

Martha M. Rivers, Circuit Court Judge

---

Appellate Case No. 2025-000150

Case No. 2022-CP-02-2323

---

Heather Crespo,

Respondent-Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC,

Defendants,

Of Which Rhett Riviere, Chase Enterprises, LLC, and  
R.C. Riviere Properties, LLC, are the

Appellants-Respondents,

And Josee Riviere is the

Respondent.

---

/s/Deborah B. Barbier  
Deborah B. Barbier, S.C. Bar No. 6920  
DEBORAH B. BARBIER, LLC  
1811 Pickens Street  
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Greenville, South Carolina 29605

Phone: (864) 527-5906

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Ryan L. Beasley, S.C. Bar No. 68307

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Phone: (864) 679-7777

Email: [rlb@ryanbeasleylaw.com](mailto:rlb@ryanbeasleylaw.com)

### **PROOF OF SERVICE**

The undersigned hereby certifies that on February 3, 2025, **Respondent-Appellant Heather Crespo's Notice of Appeal** was served on all counsel of record and the Court of Appeals Clerk of Court via Email as follows:

The Honorable Jenny Abbott Kitchings  
South Carolina Court of Appeals, Clerk of Court  
Post Office Box 11629  
Columbia, South Carolina 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

Jim Griffin, Esq.  
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Attorneys for Appellant-Respondents Rhett Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC

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Attorneys for Respondent Josee Riviere

/s/Cassy Young  
Cassy Young

February 3, 2025  
Columbia, South Carolina



**RECEIVED**

**Apr 03 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas  
Martha M. Rivers, Circuit Court Judge

Appellant Case No. 2025-000150  
Case No. 2022-CP-02-2323  
Case No. 2022-CP-02-2324

Heather Crespo.....Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC  
and R.C. Riviere Properties, LLC..... Defendants,

AND

Gabriel Crespo .....Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC  
and R.C. Riviere Properties, LLC,..... Defendants,

Of which

Rhett Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC, are the.....Appellants/Respondents,

and

Josee Riviere is the .....Respondent/Appellant.

**NOTICE OF APPEAL**

Rhett Riviere, Chase Enterprises, LLC and R.C. Riviere Properties, LLC (“Appellants”) appeal from the Order entered on March 14, 2025 (Orders attached as Exhibit 1) awarding

Attorney's Fees & Litigation Costs Pursuant to SC Unfair Trade Practices Act. Appellants received written notice of the order on March 14, 2025.

GRIFFIN HUMPHRIES LLC

By: s/ James M. Griffin

James M. Griffin, SC Bar No.: 9995  
Margaret N. Fox, SC Bar No.: 76228  
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MCCULLOCH & SCHILLACI, ATTORNEYS AT LAW

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*Attorneys for Rhett Riviere Chase Enterprises, LLC  
and R.C. Riviere Properties, LLC*

Columbia, South Carolina  
April 3, 2025

RECEIVED

Apr 03 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas  
Martha M. Rivers, Circuit Court Judge

Appellant Case No. 2025-000150  
Case No. 2022-CP-02-2323  
Case No. 2022-CP-02-2324

Heather Crespo.....Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC  
and R.C. Riviere Properties, LLC..... Defendants,

AND

Gabriel Crespo .....Respondent/Appellant,

v.

Rhett Riviere, Josee Riviere, Chase Enterprises, LLC  
and R.C. Riviere Properties, LLC,..... Defendants,

Of which

Rhett Riviere, Chase Enterprises, LLC and  
R.C. Riviere Properties, LLC, are the.....Appellants/Respondents,

and

Josee Riviere is the .....Respondent/Appellant.

**PROOF OF SERVICE**

I, Jaime Harmon, legal assistant at Griffin Humphries LLC, attorneys for the Appellants/Respondents, located at 8906 Two Notch Road, Suite 200, Columbia, South Carolina 29223, hereby certify that on April 3, 2025, I have served all counsel in this action a copy of the

**Notice of Appeal** by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System.

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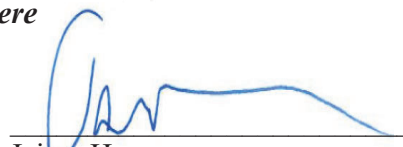
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***Attorney for Josee Riviere***

  
Jaime Harmon

Columbia, South Carolina  
April 3, 2025

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Heather Crespo, )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC, )  
Defendant. )  


---

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
Gabriel Crespo, )  
Plaintiff )  
vs )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC, )  
Defendant. )  


---

IN THE COURT OF COMMON  
PLEAS FOR THE 2nd JUDICIAL  
COURT

2022 CP 02 2323  
2022 CP 02 2324

**Order Attorney's Fees & Litigation  
Costs Pursuant to SC Unfair Trade  
Practices Act**

**RECEIVED**  
**Apr 03 2025**  
**SC Court of Appeals**

On January 21, 2025, this court heard arguments regarding the awarding of attorney's fees and litigation costs against defendants Rhett Riviere and Josee Riviere pursuant to the South Carolina Unfair Trade Practices Act, SC Code § 29-5-10, et seq. (1976, as amended). Each plaintiff was awarded \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises, LLC, and \$1,000,000.00 against R.C. Riviere

Properties, LLC. Additionally, The jury awarded plaintiffs \$500,000.00 against each defendant on the SCUTPA cause of action for a total of \$2,000,000.00. Following post trial motions, this verdict for the SCUTPA action was reduced by the court to \$7,575.00 for Gabriel Crespo and \$12,960.00 for Heather Crespo. There has been a finding of willfulness by the court which trebled the actual damages to those amounts. This order addresses the award of attorney's fees in accordance with the statute.<sup>1</sup>

The court shall consider the following factors in determining an appropriate award of reasonable attorney's fees:

1. The nature, extent, and difficulty of the case;
2. The time devoted to the case;
3. The professional standing of counsel
4. The contingency of compensation;
5. The beneficial results obtained, and
6. The customary legal fees for similar services.

*Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998) (citing *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997) and *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993)). It is not required that the attorney's fees be no more than the monetary judgment, and no one factor is controlling. *Id.* See also *Williamson v. Middleton*, 374 S.C. 419, 649 S.E.2d 57 (Ct. App. 2007), *aff'd in part, rev'd in part*, 383 S.C. 490, 681 S.E.2d 867 (2009) (Court upheld \$35,000.00 fee award for a \$906.62 judgment despite the lack of a formal attorney fee agreement. Dissenting opinion provides extensive history of attorney fee awards and analysis of each factor).

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<sup>1</sup> In South Carolina, attorney's fee award can only be made pursuant to a valid contract or upon statutory authorization. UTPA authorizes such an award when the conduct has been found to be willful. That finding was made in a prior ruling in this litigation.

Each plaintiff filed a separate action that was later consolidated for trial purposes. Each plaintiff was represented by three attorneys. The court has reviewed the attorney fee agreement in camera and verified that each plaintiff executed an agreement for the three attorneys of independent firms to jointly represent them.

This case involved allegations of illicit videotaping of each plaintiff more than 20 years ago. The summons and complaint were filed on October 10, 2022. The trial was held in September 2024. Plaintiffs' cases were consolidated for purposes of trial by order filed September 12, 2024, which notes the cases were consolidated by the consent of all parties pursuant to a status conference held on August 28, 2024.

Each attorney provided an affidavit for the court and an itemized hourly billing. Plaintiffs' attorneys did not breakdown time or costs by cause of action as there is a common nexus of facts. During this pending litigation, the parties also filed an action for fraudulent conveyance of real property against Rhett Riviere and Cam-Ash Holdings, LLC. That action was filed on July 36, 2023. That litigation remains pending. (2023 CP 02 1664).

Defendant Rhett Riviere claimed Fifth Amendment protections throughout the litigation as his warrants for voyeurism remain outstanding in Aiken County, South Carolina. Although he participated in mediation, he did not provide any testimonial evidence in the case by deposition, leaving plaintiffs' counsel searching for other witnesses and evidence for these civil claims.

Defendant Josee Riviere did not participate in all mediations but was active in the litigation. Her attorney vehemently defended her in pretrial motions and during the trial stage.

The corporations were represented by counsel for Rhett Riviere. There is no stated position or posture separate and apart from the individual defenses of Rhett Riviere except that at trial defense counsel argued lack of affirmative evidence as to the corporations. There was no attempt to produce an independent witness for corporate ownership, governance, records, or otherwise present evidence for the corporations.

The court has reviewed the attorney fee affidavits provided by counsel, the itemization of time spent in this litigation, the briefs of counsel, and the public records index regarding motions and hearings throughout the litigation. Attorney Deborah Barbier and her firm report more than 650 hours spent through the trial of these cases. Ms. Barbier asserts \$459,788.75 in attorneys' fees based upon her normal billing rates and the hours spent by her and others in her firm. She reports \$9,516.07 in expenses. Mr. Wesley Few asserts \$181,300.77 in fees based upon more than 350 hours and \$15,535.77 in expenses through the trial of the case. His detailed itemization appears to break this down to \$12,870 in post-trial fees, with \$152,845.00 being the fees through September 25, 2024. Mr. Ryan Beasley provided an affidavit and detailed account of his time of more than 340 hours through the trial in this litigation totaling \$243,600.00. This amount is not inclusive of post-trial through the attorney's fee hearing in this litigation. The combined requested attorney's fee based upon the attorney's customary hourly fee is \$793,934.52, exclusive of post-trial time, and \$25,051.84 in expenses.



Defendants point out that many of the discovery issues were handled through the criminal investigation of the plaintiffs, reducing potential expert costs, forensic retrieval costs, and investigative discovery expenses and time. Defendants also argued that the bulk of time reported in plaintiff's time statements involves emails and reviews of emails by all three plaintiff's attorneys. Although plaintiffs were able to avail themselves of the data extraction and other forensic tools provided by the criminal investigation, plaintiffs did need to conduct an independent inquiry for the purposes of the civil action.

Reviewing the billing and request for fees in light of the appropriate factors, the court finds that although much of the specialized investigative work and forensic work was done pursuant to the pending criminal matter, that did not reduce the entanglement of discovery and legal issues presented in the matter. The case involves a 20-year-old event. The delay of discovery kept the matter alive for litigation purposes but presented difficulty in determining potential witnesses and records discovery as to the individuals finances and the corporate finances. The discovery process was not aided by Mr. Riviere's election to avail himself of his constitutional right to remain silent. The court will not punish Mr. Riviere for availing himself of that right. Equally, it is not ignorant to the discovery issues his silence presented to the plaintiffs. The discovery problems were particularly acute in the UTPA cause of action as many records related to the corporations do not exist or could not be located. This added to the difficulty in presenting this case. As to defendant Josee Riviere, the legal position of the defendants presented a significant issue for the plaintiffs. Defendant Josee Riviere did not participate fully in mediation according to counsel but did present a vigorous defense throughout the litigation. At trial,

she altered her position in the matter from denying that Mr. Riviere, her ex-husband, took illicit videos of the couple and stored them on his devices and in various formats to acknowledging that the evidence showed that he did. Furthermore, defendants were involved in the operation of a home rental enterprise in which one or more of them moved properties between various corporations, involved an estate at one point in time, and for which plaintiffs had to determine and prove that both defendants had significant management of for the purposes of this action without meaningful deposition testimony from defendants or records.

Clearly, the plaintiffs' attorneys took this task seriously and devoted a substantial amount of time to this case. Two of the attorneys are sole practitioners who associated. Taking on a case of this nature prevented them from seeking other cases. All of the attorneys are in good standing professionally, have several accolades and accomplishments in their professional careers, and are known in their profession. All defense counsel noted throughout the trial that the plaintiffs had hired well known and excellent attorneys who performed their jobs in a superb manner. The court has no reason to question that description. Given the difficulties of the case as stated above, the court finds that the amount of time spent by counsel on this matter over the course of two years of litigation is reasonable. Defense counsel noted that a majority of the billings are for email correspondence which is billed at 0.1 per email. The one-tenth percentage is a standard billing for legal matters and the least amount of time billed. Given today's propensity to email profusely in this profession and many others, the court does not find that the emails were excessive. The issue may be because the plaintiff team emailed,

rather than a phone call or in person visit, to discuss matters in litigation. There is no true way to know if an in-person counsel meeting or phone call would have resulted in more or less time. Email is an acceptable communication and way of sharing information. Counsel clearly divided issues between them and broke down the trial preparation and presentation between them. This would necessitate a great deal of conversation and coordination.

The courts have looked at the ability of parties to pay awards in addressing the contingency of compensation factor. This usually arises in the family court arena. Plaintiffs have been awarded several million dollars by the jury in this matter. If defendant pays the judgment, they could clearly pay the attorney's fee. Likewise, defendant Rhett Riviere is a man with access to several properties, boats, and individual, trust or corporate accounts. He would have the ability to pay the attorney's fees and costs.

Plaintiffs' attorneys provided a beneficial result for their clients on this claim and the other five causes of action presented in this case. All attorneys in this matter were professionally competent and zealous advocates for their respective clients. The UTPA award was reduced for conformity with the statutorily allowed damages but the result was beneficial to plaintiffs. It is the only cause of action upon which the jury found against Josee Riviere.

The plaintiffs' attorneys charge hourly rates at a higher end but also are attorneys of high caliber in their profession. There is no evidence that their rates are outside the normal rates for attorneys of their experience and stature.

The only pause the court has is that the fees and costs claimed are not broken down by causes of action and the extreme disparity between the award granted on this cause of action and the fees claimed. It is approximately 62 times the award to Heather Crespo and almost 100 times the award to Gabriel Crespo for the UTPA violations. Because the plaintiffs were not able to break down the fees and costs by causes of action and all causes are based on the same nexus of fact, the court attributes \$132,322.42, or 1/6<sup>th</sup> of the requested fees, to this cause of action. Similarly, the expense request is prorated across all causes and is reduced by 1/6 to \$4,175.31. The court finds that these amounts, although still much greater than the reduced judgment, make the fees and costs for this cause of action reasonable and fair, especially when considering the total award. As plaintiffs agreed to joint representation, the court award Gabriel Crespo one-half of the attorney fees and expenses which is \$68,248.86 and Heather Crespo an award of \$68,248.87.

For the SC Unfair Trade Practices Act cause of action, Heather Crespo has a total judgment against all four defendants, Rhett Riviere, Josee Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC, for \$81,208.87.

For the SC Unfair Trade Practices Act cause of action, Gabriel Crespo has a total judgment against all four defendants, Rhett Riviere, Josee Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC, for \$75,823.86.

The judgments for all other causes of action remain the same.

**AMENDED FORM 4 AS to ACTUAL DAMAGES**  
**STATE OF SOUTH CAROLINA**  
**COUNTY OF AIKEN**  
**IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE**

**CASE NO. 2022 CP-02-02324 & 2323**

Gabriel Crespo

Rhett Riviere, Josee Riviere

Heather Crespo

Chase Enterprises, LLC., R.C. Riviere Properties, LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

**ORDER INFORMATION**

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

Post trial motions for Attorneys Fees and Amended Verdict

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
| Gabriel Crespo                               | Rhett Riviere                            | \$10,078,223.90                                          |
| Gabriel Crespo                               | Chase Enterprises, LLC                   | \$575,832.86                                             |
| Gabriel Crespo                               | R.C. Riviere Properties, LLC             | \$575,832.86                                             |
| Gabriel Crespo                               | Josee Riviere                            | \$75,823.86                                              |

**RECEIVED**

**Apr 03 2025**

**SC Court of Appeals**

|                |                              |                 |
|----------------|------------------------------|-----------------|
| Heather Crespo | Rhett Riveiere               | \$10,083.609.90 |
| Heather Crespo | Chase Enterprises, LLC       | \$581,208.87    |
| Heather Crespo | R.C. Riviere Properties, LLC | \$581,208.87    |
| Heather Crespo | Josee Riviere                | \$81,208.87     |

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

**Note: Title abstractors and researchers should refer to the official court order for judgment details.**

**E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Martha M. Rivers

2788

3/14/2025

**Circuit Court Judge**

**Judge Code**

**Date**

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**  
\_\_\_\_\_  
**CLERK OF COURT**

### Court Reporter:

**E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.**

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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|  |



Aiken Common Pleas

**Case Caption:** Heather Crespo VS Rhett Riviere , defendant, et al  
**Case Number:** 2022CP0202323  
**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-03-14 15:11:18 page 12 of 12



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
 )  
Heather Crespo, )  
 )  
Plaintiff )  
 )  
vs )  
 )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC, )  
 )  
Defendant. )  
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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
 )  
Gabriel Crespo, )  
 )  
Plaintiff )  
 )  
vs )  
 )  
Rhett Riviere, Josee Riviere, Chase )  
Enterprises, LLC, and R.C. Riviere )  
Properties, LLC, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_)

IN THE COURT OF COMMON  
PLEAS FOR THE 2nd JUDICIAL  
COURT

2022 CP 02 2323  
2022 CP 02 2324

**Order Attorney's Fees & Litigation  
Costs Pursuant to SC Unfair Trade  
Practices Act**

**RECEIVED**  
**Apr 03 2025**  
**SC Court of Appeals**

On January 21, 2025, this court heard arguments regarding the awarding of attorney's fees and litigation costs against defendants Rhett Riviere and Josee Riviere pursuant to the South Carolina Unfair Trade Practices Act, SC Code § 29-5-10, et seq. (1976, as amended). Each plaintiff was awarded \$11,000,000.00 against Rhett Riviere, \$1,000,000.00 against Chase Enterprises, LLC, and \$1,000,000.00 against R.C. Riviere

Properties, LLC. Additionally, The jury awarded plaintiffs \$500,000.00 against each defendant on the SCUTPA cause of action for a total of \$2,000,000.00. Following post trial motions, this verdict for the SCUTPA action was reduced by the court to \$7,575.00 for Gabriel Crespo and \$12,960.00 for Heather Crespo. There has been a finding of willfulness by the court which trebled the actual damages to those amounts. This order addresses the award of attorney's fees in accordance with the statute.<sup>1</sup>

The court shall consider the following factors in determining an appropriate award of reasonable attorney's fees:

1. The nature, extent, and difficulty of the case;
2. The time devoted to the case;
3. The professional standing of counsel
4. The contingency of compensation;
5. The beneficial results obtained, and
6. The customary legal fees for similar services.

*Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998) (citing *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997) and *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993)). It is not required that the attorney's fees be no more than the monetary judgment, and no one factor is controlling. *Id.* See also *Williamson v. Middleton*, 374 S.C. 419, 649 S.E.2d 57 (Ct. App. 2007), *aff'd in part, rev'd in part*, 383 S.C. 490, 681 S.E.2d 867 (2009) (Court upheld \$35,000.00 fee award for a \$906.62 judgment despite the lack of a formal attorney fee agreement. Dissenting opinion provides extensive history of attorney fee awards and analysis of each factor).

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<sup>1</sup> In South Carolina, attorney's fee award can only be made pursuant to a valid contract or upon statutory authorization. UTPA authorizes such an award when the conduct has been found to be willful. That finding was made in a prior ruling in this litigation.

Each plaintiff filed a separate action that was later consolidated for trial purposes. Each plaintiff was represented by three attorneys. The court has reviewed the attorney fee agreement in camera and verified that each plaintiff executed an agreement for the three attorneys of independent firms to jointly represent them.

This case involved allegations of illicit videotaping of each plaintiff more than 20 years ago. The summons and complaint were filed on October 10, 2022. The trial was held in September 2024. Plaintiffs' cases were consolidated for purposes of trial by order filed September 12, 2024, which notes the cases were consolidated by the consent of all parties pursuant to a status conference held on August 28, 2024.

Each attorney provided an affidavit for the court and an itemized hourly billing. Plaintiffs' attorneys did not breakdown time or costs by cause of action as there is a common nexus of facts. During this pending litigation, the parties also filed an action for fraudulent conveyance of real property against Rhett Riviere and Cam-Ash Holdings, LLC. That action was filed on July 36, 2023. That litigation remains pending. (2023 CP 02 1664).

Defendant Rhett Riviere claimed Fifth Amendment protections throughout the litigation as his warrants for voyeurism remain outstanding in Aiken County, South Carolina. Although he participated in mediation, he did not provide any testimonial evidence in the case by deposition, leaving plaintiffs' counsel searching for other witnesses and evidence for these civil claims.

Defendant Josee Riviere did not participate in all mediations but was active in the litigation. Her attorney vehemently defended her in pretrial motions and during the trial stage.

The corporations were represented by counsel for Rhett Riviere. There is no stated position or posture separate and apart from the individual defenses of Rhett Riviere except that at trial defense counsel argued lack of affirmative evidence as to the corporations. There was no attempt to produce an independent witness for corporate ownership, governance, records, or otherwise present evidence for the corporations.

The court has reviewed the attorney fee affidavits provided by counsel, the itemization of time spent in this litigation, the briefs of counsel, and the public records index regarding motions and hearings throughout the litigation. Attorney Deborah Barbier and her firm report more than 650 hours spent through the trial of these cases. Ms. Barbier asserts \$459,788.75 in attorneys' fees based upon her normal billing rates and the hours spent by her and others in her firm. She reports \$9,516.07 in expenses. Mr. Wesley Few asserts \$181,300.77 in fees based upon more than 350 hours and \$15,535.77 in expenses through the trial of the case. His detailed itemization appears to break this down to \$12,870 in post-trial fees, with \$152,845.00 being the fees through September 25, 2024. Mr. Ryan Beasley provided an affidavit and detailed account of his time of more than 340 hours through the trial in this litigation totaling \$243,600.00. This amount is not inclusive of post-trial through the attorney's fee hearing in this litigation. The combined requested attorney's fee based upon the attorney's customary hourly fee is \$793,934.52, exclusive of post-trial time, and \$25,051.84 in expenses.

Defendants point out that many of the discovery issues were handled through the criminal investigation of the plaintiffs, reducing potential expert costs, forensic retrieval costs, and investigative discovery expenses and time. Defendants also argued that the bulk of time reported in plaintiff's time statements involves emails and reviews of emails by all three plaintiff's attorneys. Although plaintiffs were able to avail themselves of the data extraction and other forensic tools provided by the criminal investigation, plaintiffs did need to conduct an independent inquiry for the purposes of the civil action.

Reviewing the billing and request for fees in light of the appropriate factors, the court finds that although much of the specialized investigative work and forensic work was done pursuant to the pending criminal matter, that did not reduce the entanglement of discovery and legal issues presented in the matter. The case involves a 20-year-old event. The delay of discovery kept the matter alive for litigation purposes but presented difficulty in determining potential witnesses and records discovery as to the individuals finances and the corporate finances. The discovery process was not aided by Mr. Riviere's election to avail himself of his constitutional right to remain silent. The court will not punish Mr. Riviere for availing himself of that right. Equally, it is not ignorant to the discovery issues his silence presented to the plaintiffs. The discovery problems were particularly acute in the UTPA cause of action as many records related to the corporations do not exist or could not be located. This added to the difficulty in presenting this case. As to defendant Josee Riviere, the legal position of the defendants presented a significant issue for the plaintiffs. Defendant Josee Riviere did not participate fully in mediation according to counsel but did present a vigorous defense throughout the litigation. At trial,

she altered her position in the matter from denying that Mr. Riviere, her ex-husband, took illicit videos of the couple and stored them on his devices and in various formats to acknowledging that the evidence showed that he did. Furthermore, defendants were involved in the operation of a home rental enterprise in which one or more of them moved properties between various corporations, involved an estate at one point in time, and for which plaintiffs had to determine and prove that both defendants had significant management of for the purposes of this action without meaningful deposition testimony from defendants or records.

Clearly, the plaintiffs' attorneys took this task seriously and devoted a substantial amount of time to this case. Two of the attorneys are sole practitioners who associated. Taking on a case of this nature prevented them from seeking other cases. All of the attorneys are in good standing professionally, have several accolades and accomplishments in their professional careers, and are known in their profession. All defense counsel noted throughout the trial that the plaintiffs had hired well known and excellent attorneys who performed their jobs in a superb manner. The court has no reason to question that description. Given the difficulties of the case as stated above, the court finds that the amount of time spent by counsel on this matter over the course of two years of litigation is reasonable. Defense counsel noted that a majority of the billings are for email correspondence which is billed at 0.1 per email. The one-tenth percentage is a standard billing for legal matters and the least amount of time billed. Given today's propensity to email profusely in this profession and many others, the court does not find that the emails were excessive. The issue may be because the plaintiff team emailed,

rather than a phone call or in person visit, to discuss matters in litigation. There is no true way to know if an in-person counsel meeting or phone call would have resulted in more or less time. Email is an acceptable communication and way of sharing information. Counsel clearly divided issues between them and broke down the trial preparation and presentation between them. This would necessitate a great deal of conversation and coordination.

The courts have looked at the ability of parties to pay awards in addressing the contingency of compensation factor. This usually arises in the family court arena. Plaintiffs have been awarded several million dollars by the jury in this matter. If defendant pays the judgment, they could clearly pay the attorney's fee. Likewise, defendant Rhett Riviere is a man with access to several properties, boats, and individual, trust or corporate accounts. He would have the ability to pay the attorney's fees and costs.

Plaintiffs' attorneys provided a beneficial result for their clients on this claim and the other five causes of action presented in this case. All attorneys in this matter were professionally competent and zealous advocates for their respective clients. The UTPA award was reduced for conformity with the statutorily allowed damages but the result was beneficial to plaintiffs. It is the only cause of action upon which the jury found against Josee Riviere.

The plaintiffs' attorneys charge hourly rates at a higher end but also are attorneys of high caliber in their profession. There is no evidence that their rates are outside the normal rates for attorneys of their experience and stature.

The only pause the court has is that the fees and costs claimed are not broken down by causes of action and the extreme disparity between the award granted on this cause of action and the fees claimed. It is approximately 62 times the award to Heather Crespo and almost 100 times the award to Gabriel Crespo for the UTPA violations. Because the plaintiffs were not able to break down the fees and costs by causes of action and all causes are based on the same nexus of fact, the court attributes \$132,322.42, or 1/6<sup>th</sup> of the requested fees, to this cause of action. Similarly, the expense request is prorated across all causes and is reduced by 1/6 to \$4,175.31. The court finds that these amounts, although still much greater than the reduced judgment, make the fees and costs for this cause of action reasonable and fair, especially when considering the total award. As plaintiffs agreed to joint representation, the court award Gabriel Crespo one-half of the attorney fees and expenses which is \$68,248.86 and Heather Crespo an award of \$68,248.87.

For the SC Unfair Trade Practices Act cause of action, Heather Crespo has a total judgment against all four defendants, Rhett Riviere, Josee Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC, for \$81,208.87.

For the SC Unfair Trade Practices Act cause of action, Gabriel Crespo has a total judgment against all four defendants, Rhett Riviere, Josee Riviere, Chase Enterprises, LLC, and R.C. Riviere Properties, LLC, for \$75,823.86.

The judgments for all other causes of action remain the same.



**AMENDED FORM 4 AS to ACTUAL DAMAGES**  
**STATE OF SOUTH CAROLINA**  
**COUNTY OF AIKEN**  
**IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE**

**CASE NO. 2022 CP-02-02324 & 2323**

Gabriel Crespo

Rhett Riviere, Josee Riviere

Heather Crespo

Chase Enterprises, LLC., R.C. Riviere Properties, LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

**ORDER INFORMATION**

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

Post trial motions for Attorneys Fees and Amended Verdict

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
| Gabriel Crespo                               | Rhett Riviere                            | \$10,078,223.90                                          |
| Gabriel Crespo                               | Chase Enterprises, LLC                   | \$575,832.86                                             |
| Gabriel Crespo                               | R.C. Riviere Properties, LLC             | \$575,832.86                                             |
| Gabriel Crespo                               | Josee Riviere                            | \$75,823.86                                              |

**RECEIVED**

**Apr 03 2025**

**SC Court of Appeals**

|                |                              |                 |
|----------------|------------------------------|-----------------|
| Heather Crespo | Rhett Riveiere               | \$10,083.609.90 |
| Heather Crespo | Chase Enterprises, LLC       | \$581,208.87    |
| Heather Crespo | R.C. Riviere Properties, LLC | \$581,208.87    |
| Heather Crespo | Josee Riviere                | \$81,208.87     |

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

**Note: Title abstractors and researchers should refer to the official court order for judgment details.**

**E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Martha M. Rivers

2788

3/14/2025

**Circuit Court Judge**

**Judge Code**

**Date**

### For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**  
\_\_\_\_\_  
**CLERK OF COURT**

### Court Reporter:

**E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.**

### ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Aiken Common Pleas

**Case Caption:** Gabriel Crespo VS Rhett Riviere , defendant, et al  
**Case Number:** 2022CP0202324  
**Type:** Order/Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-03-14 15:09:59 page 12 of 12

ELECTRONICALLY FILED - 2025 Mar 14 3:31 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202324