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THE STATE OF SOUTH CAROLINA
In the Supreme Court

Jul 07 2026

S.C. SUPREME COURT

ORIGINAL JURISDICTION

Hampton County Court of Common Pleas
R. Keith Kelly, Circuit Court Judge

Circuit Court Case No. 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,
Savannah Tuten, and Seth Tuten, Respondents,

v.

Gregory M. Parker, Gregory M. Parker, Inc. d/b/a Parker's Corporation,
Blake Greco and Jason D'Cruz, Vicky Ward, Max Fratoddi,
Henry Rosado, and Private Investigation Services Group, LLC, Defendants,

Ex Parte:
Gregg Roman and Gravitas Solutions, LLC Petitioners,

v.

PNC Financial Services Group, Inc. d/b/a PNC Bank, Renee S. Beach,
Savannah Tuten, and Seth Tuten Respondent.

RESPONDENTS' APPENDIX - VOLUME I

John S. Nichols
SC Bar No. 4210
Bluestein Thompson Sullivan,
LLC
Post Office Box 7965
Columbia, South Carolina
29202
(803) 779-7599 telephone
(803) 771-8097 facsimile
john@bluesteinattorneys.com

Mark B. Tinsley
SC Bar No. 11597
Gooding & Gooding, PA
Post Office Box 1000
Allendale, South Carolina 29810
(803) 584-7676
mark@goodingandgooding.com

Roberts "Tabor" Vaux, Jr.
SC Bar No. 77421
Vaux Marscher Berglind, PA
Post Office Box 769
Bluffton, SC 29910
(843) 757-2888
tabor.vaux@ymbblawfirm.com

Attorneys for Beach/Tuten Respondents

Other counsel of Record:

Taylor M. Smith, IV
SCBar No. 101584
Meriwether Law LLC
923 Calhoun Street
Columbia, SC 29201
(803) 779-2211
taylor@meriwetherfirm.com

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James C. Harrison, Jr.*
Andrew S. Radeker
Taylor M. Smith IV

* Mediator/Arbitrator

**HARRISON
& RADEKER
& SMITH P.A.**
ATTORNEYS AT LAW

P.O. Box 50143
Columbia, SC 29250

(803) 779-2211
(803) 779-6700 (fax)
www.harrisonfirm.com

September 21, 2021

VIA EMAIL

Gregg Roman
Gravitas Synergy Solutions LLC
PO Box 442
Narberth, PA 19072
gregg.roman@gmail.com

VIA EMAIL

Henry Rosado
h.rosado@pisgllc.com

VIA EMAIL

Max Fratoddi
m.fratoddi@pisgllc.com

Re:



Dear Gregg, Henry and Max:

Thank you for contacting us about the possibility of this firm's representing Henry, Max and Private Investigation Services Group LLC (hereinafter "you") in the above-referenced matter. This firm is agreeable to representing you in the above matter upon the terms set out in this letter. Gravitas Synergy Solutions LLC has agreed to pay your attorneys' fees and costs in this matter, as its signature notes below.

We will require an initial retainer amount of \$10,000.00 to be received by us at the time we commence representation of you. We will draw against the retainer periodically, usually semi-monthly, until it is exhausted. We may require that the retainer amount be replenished. Our fees in this matter will be based on time, effort, and services rendered, and will be at an hourly rate, billed at a maximum hourly rate of \$500.00. Other staff in our offices or associated counsel not a member of our law firm may perform work on this matter under our supervision that will be billed at an hourly rate which we set for that individual; however, in no event will such rate be greater than \$500.00 per hour, and in all likelihood, it will be less.

All costs will be borne by you. Costs include, but are not limited to, copies, payment processing charges, travel and mileage expenses (including, but not limited to, accommodations charges, meals, and gasoline), court fees, charges for title abstracts, expert witness charges, and charges for court reporting and transcripts. We may advance costs in this matter if we choose to do so; however, we are not obligated to advance any costs. You authorize this firm to incur such

Henry Rosado, Max Fratoddi and Private Investigation Services Group

September 21, 2021

costs as it deems necessary and provide Harrison, Radeker & Smith, P.A. the discretion to postpone action in your case until you have deposited specific funds to cover those expenses. Any costs or attorneys' fees unpaid by you at a time that we are holding funds that belong to you (in this matter or any other matter) may be deducted by us from your portion of such funds.

You agree that in the event that we take any legal action to collect fees or costs that you owe us, we are entitled to recover all attorney's fees (whether on an hourly, flat fee, or contingent fee basis) and costs that we incur in any proceeding to collect any fees or costs that you owe us, and you waive any right to a jury trial that you may have with regard to any and all claims and counterclaims, if any, in such a proceeding. We trust that you will honor your payment obligations and that it will not be necessary for us to bring such a proceeding. You agree that in the event of a dispute about attorney's fees and/or costs that we charge you, you will submit that dispute to the South Carolina Bar's Fee Dispute Resolution Board. You submit to the jurisdiction of that board and understand that a decision of the board may result in a judgment for either party. Your signature below indicates your written consent to the that Board's jurisdiction of the dispute and your agreement to be bound by the final decision of the Board. You understand that James C. Harrison, Jr., of Harrison, Radeker & Smith, P.A. is a past member of that board and its former chairman for South Carolina's Fifth Judicial Circuit. In the event that a fee dispute resolution board proceeding is brought, Mr. Harrison will take appropriate steps to recuse himself, if applicable, from the decision of any such proceeding related to this matter.

You have specifically requested that we represent you for the purpose of the above-referenced matter. If you retain us to do so, we will endeavor to assist you in a professional manner and to the best of our abilities; however, we cannot guarantee any results. We will suggest options to you, but, ultimately, you are responsible for choosing the manner in which we proceed. You do, however, agree that we have the discretionary authority to make all scheduling and procedural decisions, including decisions of whether to grant extensions for compliance with deadlines, without first consulting you, and you agree that you will be bound by our decisions as to such matters. You hereby authorize Harrison, Radeker & Smith, P.A. to act as your attorneys and acknowledge that attorney-client privilege exists between our firm and all three signers to this agreement. You authorize our firm to obtain all necessary or desirable records, to bring any necessary or desirable actions or proceedings in any court, to file all necessary or desirable documents with the court, to obtain and have served any subpoenas for any necessary or desirable witnesses, to take any necessary or desirable depositions, to exercise any necessary or desirable discovery procedures, to conduct settlement negotiations, to disclose otherwise confidential information as we deem necessary or advisable in the preparation and presentation of your case, and to conduct the preparation and presentation of your case in any manner consistent with the laws of South Carolina and the United States, the Code of Professional Responsibility, this firm's professional judgment and your wishes.

Henry Rosado, Max Fratoddi and Private Investigation Services Group

September 21, 2021

Matters of strategy are generally within the authority of Harrison, Radeker & Smith, P.A. However, this firm will consult with you on general matters of strategy. Professional courtesies and continuances are solely within the discretion of this firm, who may grant extensions of time, consent to continuances, or extend other traditional professional courtesies. Substantive decisions, such as the terms of an offer of settlement to be made or whether to accept or reject an offer, are solely within your discretion and control.

You understand that the attorneys can only focus their attention on one client's case at a time; therefore, they cannot generally take telephone calls during conferences with other clients or when out of the office in court, at depositions or at settlement conferences. You understand that a message should be left regarding the purpose of your call with the attorney's paralegals, or legal assistants, along with your phone number. You understand that the paralegals and legal assistants at Harrison, Radeker & Smith, P.A. have extensive experience in handling questions and may be able to assist you in many circumstances. If the matter requires immediate attention, you understand that the paralegal or legal assistant should be informed of the precise nature of the emergency so that the attorney will have the opportunity to act on the matter as soon as possible. You understand that the attorneys at Harrison, Radeker & Smith, P.A., on occasion, may not be able to return all calls and may rely on staff to do so.

You have disclosed all relevant facts to this firm in either oral or written communications. You will continue to advise this firm of all relevant information and developments concerning your case. You also represent that you have not retained any other attorney in connection with this matter or, if you have retained another attorney, you have notified us of that other representation.

At the conclusion of your case, you may request your file. You agree this firm's ordinary procedure is to scan retain digital documents and to destroy originals or hard copies of originals unless we deem it advisable to retain them. You authorize us to do so in our complete discretion. You further authorize is to maintain your data and any digital documents in your file on information storage systems of our choosing.

You will have the right to terminate our representation at any time. We will have the same right to terminate our representation, subject to our obligation to give you reasonable notice to arrange alternate representation and, where required, to obtain permission of the court before which this case is pending. We will require your complete cooperation, communication, and assistance in this matter, and your failure to provide us with the same will constitute grounds for our withdrawal of representation of you in this matter. Full disclosure to our firm of all facts is essential to enable Harrison, Radeker & Smith, P.A. to properly represent you. You must keep our

Henry Rosado, Max Fratoddi and Private Investigation Services Group

September 21, 2021

firm informed immediately of any change of address, telephone number, or email address. You must also promptly complete and return all documents we sent to you to complete, such as draft affidavits, discovery requests, or other requests for information. If you do not do so, our firm has the right to withdraw from representing you.

While we are not aware of any conflicts of interest that exist in this matter, you agree that, to the extent that any waivable conflicts of interest exist or arise with regard to our representation of you, you waive those conflicts of interest and consent to our representation of all of you in this matter. You understand that not all kinds of conflicts of interest are waivable and that in the event that a conflict of interest that is not waivable arises, we will be required to withdraw as your counsel in this matter.

You agree that if an issue arises that requires our withdrawal as your counsel in this matter, you will consent to that withdrawal and will execute any and all documents necessary or reasonable in order to bring about our being relieved as your counsel. You also agree that in the event grounds for our optional withdrawal as your counsel in this matter arise and we choose to withdraw as your counsel, you will consent to that withdrawal and will execute any and all documents necessary or reasonable in order to bring about our being relieved as your counsel.

This agreement does not provide for representation on appeal beyond the circuit court level. You understand that by entering into this agreement, we have not agreed to represent you in an appeal arising out of any ruling, verdict, decision, order, or judgment from the circuit court level. You understand that a separate engagement agreement concerning representation beyond the circuit court, or on any other matter, must be signed by you in order to retain us to represent you.

Please review this letter agreement and, if it meets with your approval, sign, date, and return it to our office to indicate your understanding of and agreement to the terms of representation. We can take further action to represent you in this matter until this agreement is signed and returned to us with all the signatures and we have received the \$10,000.00 initial retainer.

We look forward to working with you in this matter.

With kind regards, I am,

Very truly yours,
HARRISON, RADEKER & SMITH, P.A.

Taylor Smith

Taylor M. Smith IV

TMS/

Henry Rosado, Max Fratoddi and Private Investigation Services Group

September 21, 2021

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.

Henry Rosado

Date: _____

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.

Max Fratoddi

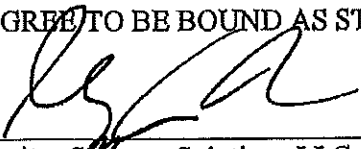
Date: _____

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.

Private Investigation Services Group LLC

Date: _____

I AGREE TO BE BOUND AS STATED ABOVE.



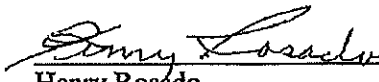
Gravitas Synergy Solutions LLC

Date: 9/21/2021

Henry Rosado, Max Fratoddi and Private Investigation Services Group

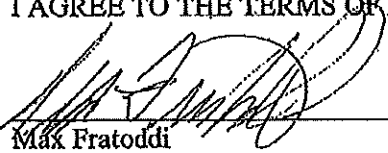
September 21, 2021

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.


Henry Rosado

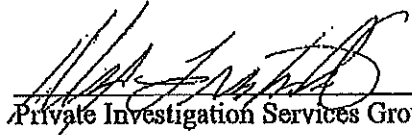
Date: 9/21/21

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.


Max Fratoddi

Date: 9/21/2021

I AGREE TO THE TERMS OF REPRESENTATION AS OUTLINED ABOVE.


Private Investigation Services Group LLC

Date: 9/21/2021

I AGREE TO BE BOUND AS STATED ABOVE.

Gravitas Synergy Solutions LLC

Date: _____

John Nichols

From: Jim Bannister <JBannister@bannisterwyatt.com>
Sent: Tuesday, November 18, 2025 3:56 PM
To: kkellylc@sccourts.org; kkellyj@sccourts.or
Cc: Tabor Vaux; Mark Tinsley; jgrantland@murphygrantland.com; John Nichols; Mark C. Moore; Debbie Barbier (dbb@deborahbarbier.com); mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com
Subject: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

[EXTERNAL EMAIL]

Dear Judge Kelly,

I am writing to ask if you can give us some time for pending motions the week of December 1, 2025, or as soon thereafter as possible. The Discovery deadline is fast approaching and, among other items, there is a Motion to Quash the deposition of a key witness that was recently filed. Addressing all motions pending and additional motions that are likely to be filed this week will probably take a ½ day.

I have done my best to copy all attorneys on this email, if I missed anyone it was unintentional.

Thank you in advance,

Jim

BANNISTER, WYATT & STALVEY, LLC
 ATTORNEYS AT LAW



James W. Bannister
 PO Box 10007 (29603)
 24 Cleveland St., Suite 100 (29601)
 Greenville, SC

p (864) 298-0084
 f (864) 298-0146
www.bannisterandwyatt.com

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<AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com
 Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

Thank you all for your responses. In consideration of everyone's requests, Judge Kelly is amenable to scheduling this hearing for Wednesday, November 26 at 9:00 AM at the Spartanburg County courthouse. While appearing in-person is preferred, appearing virtually is also acceptable.

Please note that Judge Kelly has another proceeding which he must preside over in Union at 2:00 PM on the 26th.

If I may be of any further assistance, please let me know.

Kind Regards,

Anthony J. Sita
 Law Clerk to the Honorable R. Keith Kelly
 South Carolina 16th Judicial Circuit Court
 180 Magnolia St., Spartanburg, SC 29306
 Office: 864-596-2400

From: Lindahl, Rebecca K. <rebecca.lindahl@katten.com>
 Sent: Thursday, November 20, 2025 10:10 AM
 To: Bannister, James W. <jbannister@bannisterwyatt.com>; Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org
 Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; jgrantland@murphygrantland.com; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>; Debbie Barbier (dbb@deborahbarbier.com) <dbb@deborahbarbier.com>; mdenniss@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com
 Subject: Re: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

I apologize, but I have a dental appointment on November 25 that I really shouldn't postpone. I could do a virtual hearing that morning, or I could Monday November 24 in person.

From: Jim Bannister <JBannister@bannisterwyatt.com>
 Sent: Thursday, November 20, 2025 10:03:44 AM
 To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org <keithkellyj@sccourts.org>
 Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; jgrantland@murphygrantland.com <jgrantland@murphygrantland.com>; john@bluesteinattorneys.com <john@bluesteinattorneys.com>; Mark C. Moore <mmoore@maynardnexsen.com>; Debbie Barbier (dbb@deborahbarbier.com) <dbb@deborahbarbier.com>; mdenniss@maynardnexsen.com <mdenniss@maynardnexsen.com>; lisa.suckow@vmblawfirm.com <lisa.suckow@vmblawfirm.com>; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; jlyles@murphygrantland.com <jlyles@murphygrantland.com>; drew@radekerlaw.com <drew@radekerlaw.com>; taylor@meriwetherfirm.com <taylor@meriwetherfirm.com>; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; Lindahl, Rebecca K. <rebecca.lindahl@katten.com>; meredith@bannonlawgroup.com <meredith@bannonlawgroup.com>
 Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

EXTERNAL EMAIL – EXERCISE CAUTION

Judge,

After consulting with counsel for the Defendants, we would request that the hearing take place on Tuesday, November 25. We can make ourselves available on Wednesday, November 26, in the morning hours, if necessary.

I have included counsel for Mandy Matney, the non-party witness, that filed a Motion to Quash that we wish to address.

Do you anticipate this being a virtual courtroom event or would we need to be present at the Spartanburg Courthouse? It would be our preference for the hearing to be in-person, but we would rather go forward virtually than postpone getting the motions heard.

Thanks in advance.

Jim

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW



James W. Bannister
PO Box 10007 (29603)
24 Cleveland St., Suite 100 (29601)
Greenville, SC

p (864) 298-0084
f (864) 298-0146
www.bannisterandwyatt.com

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From: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>
Sent: Wednesday, November 19, 2025 3:00 PM
To: Jim Bannister <JBannister@bannisterwyatt.com>; kkellyj@sccourts.org
Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;
jgrantland@murphygrantland.com; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>;
Debbie Barbier <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com;
lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>;
jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@merlwetherfirm.com
Subject: [External] RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Good Afternoon Mr. Bannister and Everyone,

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=====

**NOTIFICATION:** Katten Muchin Rosenman LLP is an Illinois limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997).

=====



**John Nichols**

---

**From:** Kelly, R. Keith Law Clerk (Anthony Sita) <kellylc@sccourts.org>  
**Sent:** Thursday, November 20, 2025 9:51 AM  
**To:** Mark Tinsley; John Nichols  
**Cc:** Bannister, James W.; Tabor Vaux; jgrantland@murphygrantland.com; Mark C. Moore; Debbie Barbier; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Kelly, R. Keith  
**Subject:** RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

[EXTERNAL EMAIL]

Good Morning All,

I trust this email finds everyone well. To best accommodate all parties and avoid scheduling conflicts immediately preceding the upcoming holiday, Judge Kelly requests instead that the parties confer and agree upon a date for this hearing during the week of December 1, 2025.

The potential dates are December 1st, 2nd, or 3rd. Judge Kelly has made arrangements for a substitute Circuit Court Judge to preside over his docket that week on whichever date the parties mutually select. Furthermore, arrangements have been made for the use of a courtroom in Greenville for this proceeding.

Judge Kelly respectfully requests that the parties reach an agreement on one of these dates by end of day today. This will allow timely notification to the covering Judge.

Please let me know if I may answer any questions or provide any further assistance.

Kind Regards,

Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly  
 South Carolina 16<sup>th</sup> Judicial Circuit Court  
 180 Magnolia St., Spartanburg, SC 29306  
 Office: 864-596-2400

---

**From:** Mark Tinsley <mark@goodingandgooding.com>  
**Sent:** Wednesday, November 19, 2025 6:33 PM  
**To:** John Nichols <john@bluesteinattorneys.com>  
**Cc:** Kelly, R. Keith Law Clerk (Anthony Sita) <kellylc@sccourts.org>; Bannister, James W. <jbannister@bannisterwyatt.com>; kellyj@sccourts.or; Tabor Vaux <tabor.vaux@vmblawfirm.com>; jgrantland@murphygrantland.com; Mark C. Moore <MMoore@maynardnexsen.com>; Debbie Barbier <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <SMcWilliams@maynardnexsen.com>; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com  
**Subject:** Re: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Tabor Vaux and I will make Tuesday or Wednesday work as well.

Mark Tinsley  
Sent from my iPhone

On Nov 19, 2025, at 6:10 PM, John Nichols <[john@bluesteinattorneys.com](mailto:john@bluesteinattorneys.com)> wrote:

Mr Sita

Thank you for your email. I am the Chair of the SC Commission on Indigent Defense and am speaking at the Commission's "PD-101" training at noon-1:00 on Tuesday, November 25 at the Blatt Building. Wednesday works best for me. However, if J Kelly needs to hold the hearing on Tuesday I'll make arrangements for someone to take my place at PD101.

Best

John Nichols

Sent from my iPhone

On Nov 19, 2025, at 11:59 AM, Kelly, R. Keith Law Clerk (Anthony Sita) <[kkellylc@sccourts.org](mailto:kkellylc@sccourts.org)> wrote:

[EXTERNAL EMAIL]

Good Afternoon Mr. Bannister and Everyone,

We have availability all day Monday, October the 24<sup>th</sup>, Tuesday the 25<sup>th</sup> and the morning of the 26<sup>th</sup>. Will any of these dates work for everyone? Judge Kelly has limited availability the week of December 1<sup>st</sup> to hear this matter. Please advise at your earliest convenience.

Kind Regards,

Anthony J. Sita  
Law Clerk to the Honorable R. Keith Kelly  
South Carolina 16<sup>th</sup> Judicial Circuit Court  
180 Magnolia St., Spartanburg, SC 29306  
Office: 864-596-2400

---

From: Jim Bannister <[JBannister@bannisterwyatt.com](mailto:JBannister@bannisterwyatt.com)>  
Sent: Tuesday, November 18, 2025 3:56 PM  
To: Kelly, R. Keith Law Clerk (Anthony Sita) <[kkellylc@sccourts.org](mailto:kkellylc@sccourts.org)>; [kkellyj@sccourts.org](mailto:kkellyj@sccourts.org)  
Cc: Tabor Vaux <[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)>; Mark Tinsley <[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)>; [jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com); [john@bluesteinattorneys.com](mailto:john@bluesteinattorneys.com); Mark C. Moore <[mmoore@maynardnexsen.com](mailto:mmoore@maynardnexsen.com)>; Debbie Barbier <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)> <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>;

[mdennis@maynardnexsen.com](mailto:mdennis@maynardnexsen.com); [lisa.suckow@vmblawfirm.com](mailto:lisa.suckow@vmblawfirm.com); Susan P. McWilliams  
[<smcwilliams@maynardnexsen.com>](mailto:smcwilliams@maynardnexsen.com); [jlyles@murphygrantland.com](mailto:jlyles@murphygrantland.com);  
[drew@radekerlaw.com](mailto:drew@radekerlaw.com); [taylor@meriwetherfirm.com](mailto:taylor@meriwetherfirm.com)  
 Subject: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization.  
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Dear Judge Kelly,

I am writing to ask if you can give us some time for pending motions the week of December 1, 2025, or as soon thereafter as possible. The Discovery deadline is fast approaching and, among other items, there is a Motion to Quash the deposition of a key witness that was recently filed. Addressing all motions pending and additional motions that are likely to be filed this week will probably take a ½ day.

I have done my best to copy all attorneys on this email, if I missed anyone it was unintentional.

Thank you in advance,

Jim

<image001.png>

<image002.png>

James W. Bannister  
 PO Box 10007 (29603)  
 24 Cleveland St., Suite 100 (29601)  
 Greenville, SC

p (864) 298-0084

f (864) 298-0146

[www.bannisterandwyatt.com](http://www.bannisterandwyatt.com)

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<image001.png>

John Nichols

From: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>
Sent: Thursday, November 20, 2025 10:48 AM
To: Lindahl, Rebecca K.; Bannister, James W.
Cc: Tabor Vaux; Mark Tinsley; jgrantland@murphygrantland.com; John Nichols; Mark C. Moore; Debbie Barbier (dbb@deborahbarbier.com); mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard; Alex Stalvey; meredith@bannonlawgroup.com
Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

[EXTERNAL EMAIL]

Thank you all for your responses. In consideration of everyone's requests, Judge Kelly is amenable to scheduling this hearing for Wednesday, November 26 at 9:00 AM at the Spartanburg County courthouse. While appearing in-person is preferred, appearing virtually is also acceptable.

Please note that Judge Kelly has another proceeding which he must preside over in Union at 2:00 PM on the 26th.

If I may be of any further assistance, please let me know.

Kind Regards,

Anthony J. Sita
 Law Clerk to the Honorable R. Keith Kelly
 South Carolina 16th Judicial Circuit Court
 180 Magnolia St., Spartanburg, SC 29306
 Office: 864-596-2400

From: Lindahl, Rebecca K. <rebecca.lindahl@katten.com>
Sent: Thursday, November 20, 2025 10:10 AM
To: Bannister, James W. <jbannister@bannisterwyatt.com>; Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org
Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; jgrantland@murphygrantland.com; John@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>; Debbie Barbier (dbb@deborahbarbier.com) <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com
Subject: Re: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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I apologize, but I have a dental appointment on November 25 that I really shouldn't postpone. I could do a virtual hearing that morning, or I could Monday November 24 in person.

From: Jim Bannister <JBannister@bannisterwyatt.com>

Sent: Thursday, November 20, 2025 10:03:44 AM

To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org <keithkellyj@sccourts.org>

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;

jgrantland@murphygrantland.com <jgrantland@murphygrantland.com>; john@bluesteinattorneys.com

<john@bluesteinattorneys.com>; Mark C. Moore <mmoore@maynardnexsen.com>; Debbie Barbier

(dbb@deborahbarbier.com) <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com

<mdennis@maynardnexsen.com>; lisa.suckow@vmblawfirm.com <lisa.suckow@vmblawfirm.com>; Susan P.

McWilliams <smcwilliams@maynardnexsen.com>; jlyles@murphygrantland.com <jlyles@murphygrantland.com>;

drew@radekerlaw.com <drew@radekerlaw.com>; taylor@meriwetherfirm.com <taylor@meriwetherfirm.com>; Rhett

D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; Lindahl, Rebecca K.

<rebecca.lindahl@katten.com>; meredith@bannonlawgroup.com <meredith@bannonlawgroup.com>

Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

EXTERNAL EMAIL – EXERCISE CAUTION

Judge,

After consulting with counsel for the Defendants, we would request that the hearing take place on Tuesday, November 25. We can make ourselves available on Wednesday, November 26, in the morning hours, if necessary.

I have included counsel for Mandy Matney, the non-party witness, that filed a Motion to Quash that we wish to address.

Do you anticipate this being a virtual courtroom event or would we need to be present at the Spartanburg Courthouse? It would be our preference for the hearing to be in-person, but we would rather go forward virtually than postpone getting the motions heard.

Thanks in advance.

Jim

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ATTORNEYS AT LAW



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Sent: Wednesday, November 19, 2025 3:00 PM

To: Jim Bannister <JBannister@bannisterwyatt.com>; kkellyl@sccourts.org

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;
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 Debbie Barbier <dbb@deborahbarbier.com> <dbb@deborahbarbier.com>; mdennils@maynardnexsen.com;
lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>;
llyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com ;
 Subject: [External] RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Good Afternoon Mr. Bannister and Everyone,

We have availability all day Monday, October the 24th, Tuesday the 25th and the morning of the 26th. Will any of these dates work for everyone? Judge Kelly has limited availability the week of December 1st to hear this matter. Please advise at your earliest convenience.

Kind Regards,

Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly
 South Carolina 16th Judicial Circuit Court
 180 Magnolia St., Spartanburg, SC 29306
 Office: 864-596-2400

From: Jim Bannister <JBannister@bannisterwyatt.com>

Sent: Tuesday, November 18, 2025 3:56 PM

To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; kkellyl@sccourts.org

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;
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 Debbie Barbier <dbb@deborahbarbier.com> <dbb@deborahbarbier.com>; mdennils@maynardnexsen.com;
lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>;
llyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com ;
 Subject: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Dear Judge Kelly,

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Thank you in advance,

Jim

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**John Nichols**

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**From:** Kelly, R. Keith Law Clerk (Anthony Sita) <kellylc@sccourts.org>  
**Sent:** Thursday, November 20, 2025 11:01 AM  
**To:** Rhett D. Ricard; Lindahl, Rebecca K.; Bannister, James W.  
**Cc:** Tabor Vaux; Mark Tinsley; jgrantland@murphygrantland.com; John Nichols; Mark C. Moore; Debbie Barbier (dbb@deborahbarbier.com); Markley Dennis Jr.; lisa.suckow@vmblawfirm.com; Susan P. McWilliams; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Alex Stalvey; meredith@bannonlawgroup.com; Teich, Jordan N.; Smith, Hannah E.  
**Subject:** RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al [IMAN-NPDOCUMENTS.FID17518047]

[EXTERNAL EMAIL]

Good morning, Mr. Ricard,

Yes, this motion to quash may also be heard on the 26<sup>th</sup>.

Kind Regards,

Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly  
 South Carolina 16<sup>th</sup> Judicial Circuit Court  
 180 Magnolia St., Spartanburg, SC 29306  
 Office: 864-596-2400

---

**From:** Rhett D. Ricard <rricard@maynardnexsen.com>  
**Sent:** Thursday, November 20, 2025 10:51 AM  
**To:** Kelly, R. Keith Law Clerk (Anthony Sita) <kellylc@sccourts.org>; Lindahl, Rebecca K. <rebecca.lindahl@katten.com>; Bannister, James W. <jbannister@bannisterwyatt.com>  
**Cc:** Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; jgrantland@murphygrantland.com; john@bluesteinattorneys.com; Mark C. Moore <MMoore@maynardnexsen.com>; Debbie Barbier (dbb@deborahbarbier.com) <dbb@deborahbarbier.com>; Markley Dennis Jr. <mdennis@maynardnexsen.com>; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <SMcWilliams@maynardnexsen.com>; jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com; Teich, Jordan N. <jteich@csvl.law>; Smith, Hannah E. <hsmith@csvl.law>  
**Subject:** RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al [IMAN-NPDOCUMENTS.FID17518047]

\*\*\* **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Good morning, Mr. Sita,

I'm looping in counsel, Ms. Teich and Ms. Smith, for a subpoena recipient and deponent, Ms. Betsill Jones, who filed the attached motion to quash yesterday afternoon. Can this motion also be heard on November 26<sup>th</sup>?

Respectfully,

**Rhett D. Ricard**

Shareholder | Complex Litigation | Labor & Employment  
P: (843) 720-1707  
RRicard@maynardnexsen.com

205 King Street Suite 400  
Charleston, South Carolina 29401



From: Kelly, R. Keith Law Clerk (Anthony Sita) <[kkellylc@sccourts.org](mailto:kkellylc@sccourts.org)>

Sent: Thursday, November 20, 2025 10:48 AM

To: Lindahl, Rebecca K. <[rebecca.lindahl@katten.com](mailto:rebecca.lindahl@katten.com)>; Bannister, James W. <[jbannister@bannisterwyatt.com](mailto:jbannister@bannisterwyatt.com)>

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Debbie Barbier (<[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>) <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>; Markley Dennis Jr.  
<[mdennis@maynardnexsen.com](mailto:mdennis@maynardnexsen.com)>; [lisa.suckow@vmbllawfirm.com](mailto:lisa.suckow@vmbllawfirm.com); Susan P. McWilliams  
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<[AStalvey@bannisterwyatt.com](mailto:AStalvey@bannisterwyatt.com)>; [meredith@bannonlawgroup.com](mailto:meredith@bannonlawgroup.com)  
Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly  
South Carolina 16<sup>th</sup> Judicial Circuit Court  
180 Magnolia St., Spartanburg, SC 29306  
Office: 864-596-2400

From: Lindahl, Rebecca K. <[rebecca.lindahl@katten.com](mailto:rebecca.lindahl@katten.com)>

Sent: Thursday, November 20, 2025 10:10 AM

To: Bannister, James W. <[jbannister@bannisterwyatt.com](mailto:jbannister@bannisterwyatt.com)>; Kelly, R. Keith Law Clerk (Anthony Sita)  
<[kkellylc@sccourts.org](mailto:kkellylc@sccourts.org)>; [keithkelly@sccourts.org](mailto:keithkelly@sccourts.org)

Cc: Tabor Vaux <[tabor.vaux@vmbllawfirm.com](mailto:tabor.vaux@vmbllawfirm.com)>; Mark Tinsley <[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)>;  
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<rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com  
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 To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org <keithkellyj@sccourts.org>  
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 <rebecca.lindahl@katten.com>; meredith@bannonlawgroup.com <meredith@bannonlawgroup.com>  
 Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

*EXTERNAL EMAIL – EXERCISE CAUTION*

Judge,

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Do you anticipate this being a virtual courtroom event or would we need to be present at the Spartanburg Courthouse? It would be our preference for the hearing to be in-person, but we would rather go forward virtually than postpone getting the motions heard.

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**Sent:** Wednesday, November 19, 2025 3:00 PM  
**To:** Jim Bannister <[JBannister@bannisterwyatt.com](mailto:JBannister@bannisterwyatt.com)>; [kkellyj@sccourts.org](mailto:kkellyj@sccourts.org)  
**Cc:** Tabor Vaux <[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)>; Mark Tinsley <[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)>;  
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Debbie Barbier (<[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>) <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>; [mdennis@maynardnexsen.com](mailto:mdennis@maynardnexsen.com);  
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Good Afternoon Mr. Bannister and Everyone,

We have availability all day Monday, October the 24<sup>th</sup>, Tuesday the 25<sup>th</sup> and the morning of the 26<sup>th</sup>. Will any of these dates work for everyone? Judge Kelly has limited availability the week of December 1<sup>st</sup> to hear this matter. Please advise at your earliest convenience.

Kind Regards,

Anthony J. Sita  
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South Carolina 16<sup>th</sup> Judicial Circuit Court  
180 Magnolia St., Spartanburg, SC 29306  
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**Cc:** Tabor Vaux <[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)>; Mark Tinsley <[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)>;  
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Debbie Barbier (<[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>) <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>; [mdennis@maynardnexsen.com](mailto:mdennis@maynardnexsen.com);  
[lisa.suckow@vmblawfirm.com](mailto:lisa.suckow@vmblawfirm.com); Susan P. McWilliams <[smcwilliams@maynardnexsen.com](mailto:smcwilliams@maynardnexsen.com)>;  
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**Subject:** Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Dear Judge Kelly,

I am writing to ask if you can give us some time for pending motions the week of December 1, 2025, or as soon thereafter as possible. The Discovery deadline is fast approaching and, among other items, there is a Motion to Quash the deposition of a key witness that was recently filed. Addressing all motions pending and additional motions that are likely to be filed this week will probably take a ½ day.

I have done my best to copy all attorneys on this email, if I missed anyone it was unintentional.

Thank you in advance,

Jim

BANNISTER, WYATT & STALVEY, LLC  
ATTORNEYS AT LAW



James W. Bannister  
PO Box 10007 (29603)  
24 Cleveland St., Suite 100 (29601)  
Greenville, SC

p (864) 298-0084

f (864) 298-0146

[www.bannisterandwyatt.com](http://www.bannisterandwyatt.com)

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elected to be governed by the Illinois Uniform Partnership Act (1997).
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John Nichols

From: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>
Sent: Thursday, November 20, 2025 3:34 PM
To: John M. Grantland; Lindahl, Rebecca K.; Bannister, James W.
Cc: Tabor Vaux; Mark Tinsley; John Nichols; Mark C. Moore; Deborah Barbier; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams; Jody Lyles; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard; Alex Stalvey; meredith@bannonlawgroup.com; Brad Hutto; Vicky Ware (vmware@williamsattys.com)
Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

[EXTERNAL EMAIL]

Good Afternoon Mr. Grantland,

Thank you for letting me know, you both are welcome to attend virtually for this hearing. The link to Judge Ketly's virtual courtroom can be found using the following link:

<https://scjudicial.webex.com/scjudicial/j.php?MTID=m57dd955ae84f2eba4931d967044a6aa8>

Please let me know if I may be of further assistance.

KInd Regards,

Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly
 South Carolina 16th Judicial Circuit Court
 180 Magnolia St., Spartanburg, SC 29306
 Office: 864-596-2400

From: John M. Grantland <jgrantland@murphygrantland.com>
Sent: Thursday, November 20, 2025 3:19 PM
To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; Lindahl, Rebecca K. <rebecca.lindahl@katten.com>; Bannister, James W. <jbannister@bannisterwyatt.com>
Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>; Deborah Barbier <dbb@deborahbarbler.com>; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; Jody Lyles <JLyles@murphygrantland.com>; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com; Brad Hutto <cbhutto@williamsattys.com>; Vicky Ware (vmware@williamsattys.com) <vmware@williamsattys.com>
Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Hey Anthony,

Brad Hutto and I represent Defendants PISG, Fratoddi and Rosado.

29

This motion does not concern my clients but one or both of us would like to participate virtually.

Thank you and take care.

JG



John M. Grantland, Esquire
jgrantland@murphygrantland.com

Murphy & Grantland, PA
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 - office
803-454-1237 - direct dial
803-782-4140 - fax
www.murphygrantland.com

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To: Lindahl, Rebecca K. <rebecca.lindahl@katten.com>; Bannister, James W. <jbannister@bannisterwyatt.com>
Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; John M. Grantland <jgrantland@murphygrantland.com>; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>; Deborah Barbier <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; Jody Lyles <jlyles@murphygrantland.com>; drew@radekerlaw.com; taylor@merlwetherfirm.com; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com
Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

Thank you all for your responses. In consideration of everyone's requests, Judge Kelly is amenable to scheduling this hearing for Wednesday, November 26 at 9:00 AM at the Spartanburg County courthouse. While appearing in-person is preferred, appearing virtually is also acceptable.

Please note that Judge Kelly has another proceeding which he must preside over in Union at 2:00 PM on the 26th.

If I may be of any further assistance, please let me know.

Kind Regards,

Anthony J. Sita

Law Clerk to the Honorable R. Keith Kelly
South Carolina 16th Judicial Circuit Court
180 Magnolia St., Spartanburg, SC 29306
Office: 864-596-2400

From: Lindahl, Rebecca K. <rebecca.lindahl@katten.com>

Sent: Thursday, November 20, 2025 10:10 AM

To: Bannister, James W. <jbannister@bannisterwyatt.com>; Kelly, R. Keith Law Clerk (Anthony Sita)

<kkellylc@sccourts.org>; keithkellyj@sccourts.org

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;

jgrantland@murphygrantland.com; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>;

Debbie Barbier (<dbb@deborahbarbier.com>) <dbb@deborahbarbier.com>; mdennils@maynardnexsen.com;

lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>;

jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard

<rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com

Subject: Re: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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I apologize, but I have a dental appointment on November 25 that I really shouldn't postpone. I could do a virtual hearing that morning, or I could Monday November 24 in person.

From: Jim Bannister <JBannister@bannisterwyatt.com>

Sent: Thursday, November 20, 2025 10:03:44 AM

To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; keithkellyj@sccourts.org <keithkellyj@sccourts.org>

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;

jgrantland@murphygrantland.com <jgrantland@murphygrantland.com>; john@bluesteinattorneys.com

<john@bluesteinattorneys.com>; Mark C. Moore <mmoore@maynardnexsen.com>; Debbie Barbier

(<dbb@deborahbarbier.com>) <dbb@deborahbarbier.com>; mdennils@maynardnexsen.com

<mdennils@maynardnexsen.com>; lisa.suckow@vmblawfirm.com <lisa.suckow@vmblawfirm.com>; Susan P.

McWilliams <smcwilliams@maynardnexsen.com>; jlyles@murphygrantland.com <jlyles@murphygrantland.com>;

drew@radekerlaw.com <drew@radekerlaw.com>; taylor@meriwetherfirm.com <taylor@meriwetherfirm.com>; Rhett

D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; Lindahl, Rebecca K.

<rebecca.lindahl@katten.com>; meredith@bannonlawgroup.com <meredith@bannonlawgroup.com>

Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

EXTERNAL EMAIL – EXERCISE CAUTION

Judge,

After consulting with counsel for the Defendants, we would request that the hearing take place on Tuesday, November 25. We can make ourselves available on Wednesday, November 26, in the morning hours, if necessary.

I have included counsel for Mandy Matney, the non-party witness, that filed a Motion to Quash that we wish to address.

Do you anticipate this being a virtual courtroom event or would we need to be present at the Spartanburg³¹ Courthouse? It would be our preference for the hearing to be in-person, but we would rather go forward virtually than postpone getting the motions heard.

Thanks in advance.

Jim

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW



James W. Bannister
PO Box 10007 (29603)
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Greenville, SC

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From: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>
Sent: Wednesday, November 19, 2025 3:00 PM
To: Jim Bannister <JBannister@bannisterwyatt.com>; kkellyj@sccourts.org
Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;
jgrantland@murphygrantland.com; John@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>;
Debbie Barbier <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com;
lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>;
jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@meriwetherfirm.com
Subject: [External] RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Good Afternoon Mr. Bannister and Everyone,

We have availability all day Monday, October the 24th, Tuesday the 25th and the morning of the 26th. Will any of these dates work for everyone? Judge Kelly has limited availability the week of December 1st to hear this matter. Please advise at your earliest convenience.

Kind Regards,

Anthony J. Sita
Law Clerk to the Honorable R. Keith Kelly
South Carolina 16th Judicial Circuit Court
180 Magnolia St., Spartanburg, SC 29306

From: Jim Bannister <JBannister@bannisterwyatt.com>

Sent: Tuesday, November 18, 2025 3:56 PM

To: Kelly, R. Keith Law Clerk (Anthony Sita) <kkellylc@sccourts.org>; kkellyj@sccourts.org

Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>;

jgrantland@murphygrantland.com; john@bluesteinattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>;

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jlyles@murphygrantland.com; drew@radekerlaw.com; taylor@merlwetherfirm.com

Subject: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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I have done my best to copy all attorneys on this email, if I missed anyone it was unintentional.

Thank you in advance,

Jim

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ATTORNEYS AT LAW



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=====



**John Nichols**

---

**From:** John M. Grantland <jgrantland@murphygrantland.com>  
**Sent:** Thursday, November 20, 2025 3:45 PM  
**To:** Kelly, R. Keith Law Clerk (Anthony Sita); Lindahl, Rebecca K.; Bannister, James W.  
**Cc:** Tabor Vaux; Mark Tinsley; John Nichols; Mark C. Moore; Deborah Barbier;  
 mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams;  
 Jody Lyles; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard; Alex  
 Stalvey; meredith@bannonlawgroup.com; Brad Hutto; Vicky Ware  
 (vmware@williamsattys.com)  
**Subject:** RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

[EXTERNAL EMAIL]

Also Anthony,

I argued a motion to add a third party, Gregg Roman at our last status conference this summer. The judge has not yet ruled on our motion.

If the judge needs to hear the motion again, please let us know, but he has not ruled on our motion.

Thank you and take care.  
 JG



John M. Grantland, Esquire  
[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)

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 Columbia, South Carolina 29260  
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 Cc: Tabor Vaux <tabor.vaux@vmblawfirm.com>; Mark Tinsley <mark@goodingandgooding.com>; John@bluestelnattorneys.com; Mark C. Moore <mmoore@maynardnexsen.com>; Deborah Barbier <dbb@deborahbarbier.com>; mdennis@maynardnexsen.com; lisa.suckow@vmblawfirm.com; Susan P. McWilliams <smcwilliams@maynardnexsen.com>; Jody Lyles <JLyles@murphygrantland.com>; drew@radekerlaw.com; taylor@meriwetherfirm.com; Rhett D. Ricard <rricard@maynardnexsen.com>; Alex Stalvey <AStalvey@bannisterwyatt.com>; meredith@bannonlawgroup.com; Brad Hutto <cbhutto@williamsattys.com>; Vicky Ware (vmware@williamsattys.com) <vmware@williamsattys.com>  
 Subject: RE: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

Hey Anthony,

Brad Hutto and I represent Defendants PISG, Fratoddi and Rosado.

This motion does not concern my clients but one or both of us would like to participate virtually.

Thank you and take care.

JG



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180 Magnolia St., Spartanburg, SC 29306  
Office: 864-596-2400

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Cc: Tabor Vaux <[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)>; Mark Tinsley <[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)>;

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Debbie Barbier <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)> <[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)>; [mdennis@maynardnexsen.com](mailto:mdennis@maynardnexsen.com);

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Subject: Renee S. Beach, plaintiff, et al. vs. Gregory, defendant, et al

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Greenville, SC

p (864) 298-0084  
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GRIFFITH FREEMAN LIPPERT  
ATTORNEYS AT LAW

E. Mitchell Griffith  
Griffith, Freeman & Lippert, LLC  
600 Madison Street  
PO Box 570  
Beaufort, SC 29901  
P (843) 521-4242  
F (843) 521-4247  
W griffithfreeman.com  
E mgc@griffithfreeman.com

Griffith, Freeman & Lippert, LLC  
E. MITCHELL GRIFFITH  
O. EDWORTH LIPPERT III  
MICHAEL D. FREEMAN\*\*  
KELLY DENNIS DEAN  
ANTHONY D. STADLER

+ certified mediator  
\* also admitted in the District of  
Columbia

February 23, 2022

**VIA EMAIL ONLY**

Mark B. Tinsley

Mark@goodingandgooding.com

RE: Estate of Mallory Beach v. Parker's, et al.  
Civil Action No: 2019-CP-25-00111  
GS&L File No: 1428-001

Dear Mark:

Please find enclosed for service on you as counsel for the Plaintiff, *Defendant Gregory M. Parker, Inc.'s Answers and Responses to Plaintiff's Second Set of Interrogatories and Requests for Production.*

If you have any questions regarding this matter, please do not hesitate to contact me.

With kindest regards, I remain,

Very truly yours,

E. Mitchell Griffith

BMG/lds

Enclosures

cc via email only:

C. Murrell Smith, Jr.  
E. Elliot Condon  
M. Dawes Cooke  
Austin Tyler Reed  
John H. Tiller

83 ELECTRONICALLY FILED - 2023 Jun 27 5:45 PM - HAMPTON - COMMON PLEAS - CASE#2019CP2500111

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Renee S. Beach, as Personal Representative  
of the Estate of Mallory Beach,

PLAINTIFF,

v.

Gregory M. Parker, Inc. d/b/a Parker's  
Corporation, Richard Alexander Murdaugh,  
and Richard Alexander Murdaugh, Jr.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2019-CP-25-00111

Defendant Gregory M. Parker, Inc.'s  
Answers and Responses to Plaintiff's  
Second Set of Interrogatories and  
Requests for Production

TO: MARK B. TINSLEY, ATTORNEY FOR PLAINTIFF,

ANSWERS TO INTERROGATORIES

Defendant Gregory M. Parker, Inc. d/b/a Parker's Corporation (hereinafter "the Defendant"), answering and responding to Plaintiff's second set of Interrogatories and Requests for Production, would show as follows:

1. Identify each and every private investigation agency or investigator hired or retained to investigate, follow, video, surveil, or collect any information or do anything else in any way related to the Plaintiff or any member of her family, any of the occupants of the boat crash, or any member of their family, or any Murdaugh. For each investigation agency or investigator, provide the following information:
  - a) the person who contacted the investigation agency or investigator;
  - b) the investigation agency or investigator;
  - c) the person to whom the investigation agency or investigator reported; and

d) the person or entity who paid for the investigation agency or investigator.

**ANSWER:** Defendant, Gregory M. Parker, Inc, objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome, and it is completely lacking in relevancy with respect to the case at bar. Further, to the extent that it seeks documents or other information protected by the attorney-client privilege and work product doctrine the Defendant Gregory M. Parker, Inc further objects to the production of the same on these grounds.

**RESPONSES TO REQUESTS FOR PRODUCTION**

1. Produce all surveillance photographs or video taken or collected by any investigation agency or investigator identified in answer to Interrogatory #1 in Plaintiff's Second Set of Interrogatories herein.

**RESPONSE:** Defendant, Gregory M. Parker, Inc, objects to this Request on the grounds that it is overly broad and unduly burdensome, and that it seeks the production of documents which, assuming they exist, are completely lacking in relevance with respect to the case at bar. Further, to the extent that it seeks the production of documents or other information protected by the attorney-client privilege and work product doctrine the Defendant Gregory M. Parker, Inc further objects to the production of these same on these grounds.

2. Produce all time records, billing statements, reports, or documents or materials of any kind given, supplied or produced to anyone acting with or on behalf of Parker's by any private investigator in answer to Interrogatory #1 in Plaintiff's Second Set of Interrogatories herein.

**RESPONSE:** Defendant, Gregory M. Parker, Inc, objects to this Request on the grounds that it is overly broad and unduly burdensome, and that it seeks the production of documents which, assuming they exist, are completely lacking in relevance with respect to the case at bar. Further, to the extent that it seeks the production of documents or other information protected by the attorney-client privilege and work product doctrine the Defendant Gregory M. Parker, Inc further objects to the production of these same on these grounds.

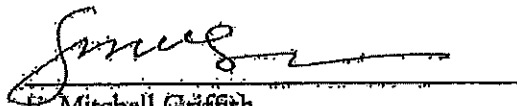
3. Produce any and materials provided to Greg Parker or anyone else on his behalf or on behalf of Parker's by the Inquiry Agency, LLC, anyone working for or contracting with the Inquiry Agency, LLC or Sara Capelli.

**RESPONSE:**

Defendant, Gregory M. Parker, Inc, objects to this Request on the grounds that it is overly broad and unduly burdensome, and that it seeks the production of documents which, assuming they exist, are completely lacking in relevance with respect to the case at bar. Further, to the extent that it seeks the production of documents or other information protected by the attorney-client privilege and work product doctrine the Defendant Gregory M. Parker, Inc, further objects to the production of these same on these grounds.

GRIFFITH, FREEMAN & LIPPERT, LLC

By:



By: Mitchell Griffith

Kelly D. Dean

600 Monson Street

P.O. Drawer 570

Beaufort, SC 29901

843-521-4242

843-521-4247 (fax)

kdean@ggriffithfreeman.com

ATTORNEYS FOR GREGORY M. PARKER,  
INC. D/B/A PARKER'S CORPORATION

February 23, 2022  
Beaufort, South Carolina

CERTIFICATE OF SERVICE

On February ~~24~~ 22, 2022, I served Defendant Gregory M. Parker, Inc.'s Answers to Plaintiff's Second Set of Interrogatories and Requests for Production pursuant to Order 2022-01-28-01(c)(13) of the South Carolina Supreme Court, the attached is being served on the following by email, to the lawyer's primary email address listed on the Attorney Information System (AIS), only and no hard copy will follow:

Mark B. Gooding  
[Mark@goodingandgooding.com](mailto:Mark@goodingandgooding.com)

E. Elliot Condon  
[econdon@hsblawfirm.com](mailto:econdon@hsblawfirm.com)

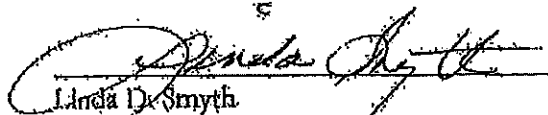
M. Dawes Cooke  
[mdc@barnwell-whaley.com](mailto:mdc@barnwell-whaley.com)

John H. Tiller  
[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)

G. Murrell Smith, Jr.  
[murrell@smithrobinsonlaw.com](mailto:murrell@smithrobinsonlaw.com)

Austin Tyler Reed  
[austin.reed@smithrobinsonlaw.com](mailto:austin.reed@smithrobinsonlaw.com)

Re:  
*Estate of Mallory Beach v. Parker's, et al.*  
2019-CP-25-00111

  
Linda D. Smyth

Beaufort, South Carolina

### PLACE HOLDER DOCUMENT

Respondents want to include 63 pages of documents produced by the Parker Defendants that support Respondents' description of the activities by Petitioner Roman that have nothing to do with journalism. However, Respondents withheld these Documents pursuant to a Confidentiality Order Judge Kelly entered on December 31, 2025.

The Parker Defendants produced the documents following a determination by Judge Bentley Price, this Court, and then Judge Kelly that the documents were not subject to privilege or work product protection and following Respondents' subsequent Motion to Compel, which Judge Kelly granted. The Parker Defendants marked every page of every document (including blank pages, Plaintiffs' own discovery responses, and public documents) "Confidential." Further, the Parker Defendants produced additional materials on June 24, 2026, along with a privilege log and all pages of all documents were marked "Confidential"; thereafter, the Parker Defendants also designated the privilege log itself "Confidential."

Respondents requested the Parker Defendants waive their designation for these documents (63 pages total) but the Parker Defendants refused. Respondents challenged in writing the designation of "Confidential" on the documents and, pursuant to the Order, the Parker Defendants have until July 16, 2026, to present their arguments to Judge Kelly in support of the designation of "Confidential" on these pages.

Respondents will provide these documents to the Court upon the Court's request or upon a decision by Judge Kelly, whichever comes first.

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

RENEE S. BEACH, PHILLIP BEACH,  
ROBIN BEACH, SAVANNAH TUTEN and  
SETH TUTEN,

Plaintiffs,

vs.

GREGORY M. PARKER, GREGORY M.  
PARKER, INC. d/b/a PARKER'S  
CORPORATION, BLAKE GRECO, JASON  
D'CRUZ, VICKY WARD, MAX  
FRATODDI, HENRY ROSADO and  
PRIVATE INVESTIGATIONS SERVICES  
GROUP, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL CASE NO. 2021-CP-25-00392

**CONFIDENTIALITY ORDER**

Defendants request that the Court issue a Confidentiality Order for the protection of documents and/or other information relevant to the ongoing litigation between the above-mentioned parties. Based on the Court's review of the Defendants' motion as well as the arguments and information presented by counsel for all parties, the Court finds that a Confidentiality Order is appropriate in this litigation for the protection of confidential, privileged and/or private information and therefore issues the following order pursuant to Rule 26(c) of the South Carolian Rules of Civil Procedure. The specific provisions of the Court's Order are as follows:

1. **Scope.** All documents produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively "documents") shall be subject to this Order concerning confidential information as set forth below.

2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word "CONFIDENTIAL" on the document in a manner which will not interfere with the legibility of the document and which will permit complete removal of the Confidential designation. Documents shall be designated CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure of the documents. Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate documents as confidential but only after review of the documents by an attorney who has, in good faith, determined that the documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. Information or documents which are available in the public sector may not be designated as confidential.

4. [INTENTIONALLY DELETED AND LEFT BLANK.]

5. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.

6. **Protection of Confidential Material.**

a. **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the parties or counsel for the parties or any other persons identified below (§ 6.b.) for any purposes whatsoever other than preparing for and conducting the litigation in which the documents were disclosed (including any appeal of

that litigation). The parties shall not disclose documents designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified.

b. **Limited Third Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL under the terms of this Order to any other person or entity except as set forth in subparagraphs (1)-(5) below. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

- (1) counsel and employees of counsel for the parties who have responsibility for the preparation and trial of the lawsuit;
- (2) parties and employees of a party to this Order but only to the extent counsel shall certify that the specifically named individual party or employee's assistance is necessary to the conduct of the litigation in which the information is disclosed;
- (3) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;
- (4) consultants, investigators, or experts (hereinafter referred to collectively as "experts") employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit; and
- (5) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.

c. **Control of Documents.** Counsel for the parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as Confidential pursuant to the

terms of this order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along with the originals of the forms signed by those persons acknowledging their obligations under this Order.

d. **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as "copies"), of documents designated as Confidential under this Order or any portion of such a document, shall be immediately affixed with the designation "CONFIDENTIAL" if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

7. **Filing of Confidential Materials.** In the event a party seeks to file any material that is subject to protection under this Order with the court, that party shall take appropriate action to ensure that the documents receive proper protection from public disclosure including: (1) filing a redacted document with the consent of the party who designated the document as confidential; (2) where appropriate (*e.g.* in relation to discovery and evidentiary motions), submitting the documents solely for *in camera* review; or (3) where the preceding measures are not adequate, seeking permission to file the document under seal pursuant to the procedural steps set forth in the South Carolina Rules of Civil Procedure. Absent extraordinary circumstances making prior consultation impractical or inappropriate, the party seeking to submit the document to the court shall first consult with counsel for the party who designated the document as confidential to determine if some measure less restrictive than filing the document under seal may serve to provide adequate protection. This duty exists irrespective of the duty to consult on the underlying motion. Nothing in this Order shall be construed as a prior directive to the Clerk of Court to allow any document be filed under seal. The parties understand that documents may be filed under seal only

with the permission of the court after proper motion pursuant to the South Carolina Rules of Civil Procedure.

8. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.

9. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge.

a. The burden of proving the necessity of a Confidential designation remains with the party asserting confidentiality.

b. A party who contends that documents designated CONFIDENTIAL are not entitled to confidential treatment shall give written notice to the party who affixed the designation of the specific basis for the challenge. The party who so designated the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the Confidential designation.

c. Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:

- (1) the party who claims that the documents are confidential withdraws such designation in writing;
- (2) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 9.b. above; or

(3) the court rules that the documents should no longer be designated as confidential information.

d. Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

**10. Treatment on Conclusion of Litigation.**

a. **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.

b. **Return of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as confidential under this Order, including copies as defined above (§6.d.) shall be returned to the producing party unless: (1) the document has been entered as evidence or filed (unless introduced or filed under seal); (2) the parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be Confidential under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

11. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the parties shall have been given notice and an opportunity to be heard on the proposed modification.

12. **No Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any specific document or item of information designated as CONFIDENTIAL by counsel is subject to protection under Rule 26(c) of the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.

13. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.  
IT IS SO ORDERED.

*Judicial signature page to follow.*



Hampton Common Pleas

**Case Caption:** Renee S. Beach , plaintiff, et al VS Gregory M. Parker , defendant, et al  
**Case Number:** 2021CP2500392  
**Type:** Order/Other

It is so Ordered.

s/ R. Keith Kelly - 2165

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<https://www.wsj.com/articles/alex-murdaugh-murders-south-carolina-parker-lawsuit-11660167263>

## A Convenience-Store Magnate, Teen Drinking and a Fatal Boat Crash: The Legal Case Shaking South Carolina

The sensational killing of two members of the Murdaugh family has become intertwined with a lawsuit aimed at the state's liability laws



By *Valerie Bauerlein* [Follow](#)

Aug. 13, 2022 12:00 am ET

HAMPTON, S.C.—The saga of disgraced South Carolina lawyer Alex Murdaugh includes five deaths, millions of dollars allegedly absconded from clients and, in July, indictments accusing him of murdering his wife and son, to which he pleaded not guilty.

It also spawned a pair of explosive and potentially groundbreaking lawsuits, with one tentatively set to go to trial this fall.

On one side sits the family of Mallory Beach, a 19-year-old killed in 2019 when a boat driven by Mr. Murdaugh's late son, Paul, crashed into a bridge to Parris Island. On the other sits

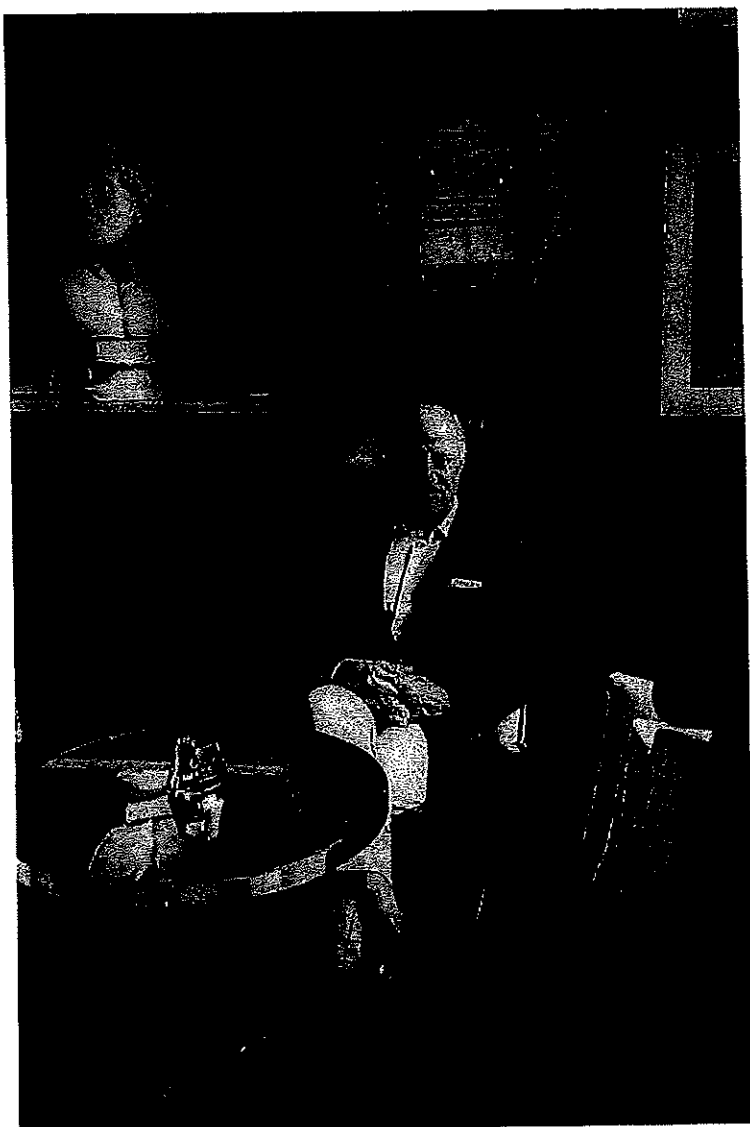
Greg Parker, a wealthy convenience store magnate whose company Ms. Beach's family sued for selling alcohol to an underage Paul before the boat crash.

Mr. Parker denies his company's culpability in the boat crash, saying the store clerk who sold the alcohol did nothing wrong because Paul Murdaugh presented a valid ID belonging to his older brother.

Mr. Parker, whose Savannah-based Parker's Kitchen chain has 71 stores in Georgia and South Carolina, is effectively the last defendant standing as others have settled and the Murdaugh family's assets are frozen. Under an unusual feature of South Carolina law, that means he could be held 100% financially responsible for the girl's death, with damages potentially running to tens of millions of dollars.

"I've spent 47 years trying to create a company that I'm really, really proud of," Mr. Parker said. He has declared repeatedly that he won't settle the case, because to settle would be "to have Parker's name besmirched."

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“That’s what’s wrong with America now,” he said. “People should stand up for what’s right. And I’m standing up for the truth.”

The wrongful-death suit led to a second lawsuit against Mr. Parker personally, accusing him of inflicting intentional emotional distress on the Beach family, which Mr. Parker denies, with an aggressive defense, including a covert investigation into the boat passengers.

The litigation so far hasn’t featured in the lurid headlines associated with the deaths of Maggie and Paul Murdaugh, which took place at the family’s hunting estate near Hampton, S.C., in June 2021. But it has become the poster child for tort reform in a lobbying campaign underwritten by Mr. Parker, who has staked much of his reputation and personal fortune on the case. His goal is to change the way financial damages in certain lawsuits in South Carolina are awarded.

The Beach litigation has also had its fantastical twists, with accusations that Mr. Parker's team improperly plied a boat passenger's underage friend with alcohol for information, an effort to have Beach family lawyer Mark Tinsley removed from both cases and an appeal to the state supreme court to claw back from Mr. Tinsley 5,600 pages of formerly private correspondence between Mr. Parker's team and a crisis communications firm.

Mr. Tinsley, a personal-injury lawyer in Allendale, S.C., said he wants to take Mr. Parker "for everything he's got" because the case has become personal. Mr. Tinsley said he is offended by the lengths to which Mr. Parker's team has gone in the continuing investigation, which has made an excruciating situation for the Beaches even worse.

"I can prove everything he did and I'm going to, and he's going to write me a big check," Mr. Tinsley said.

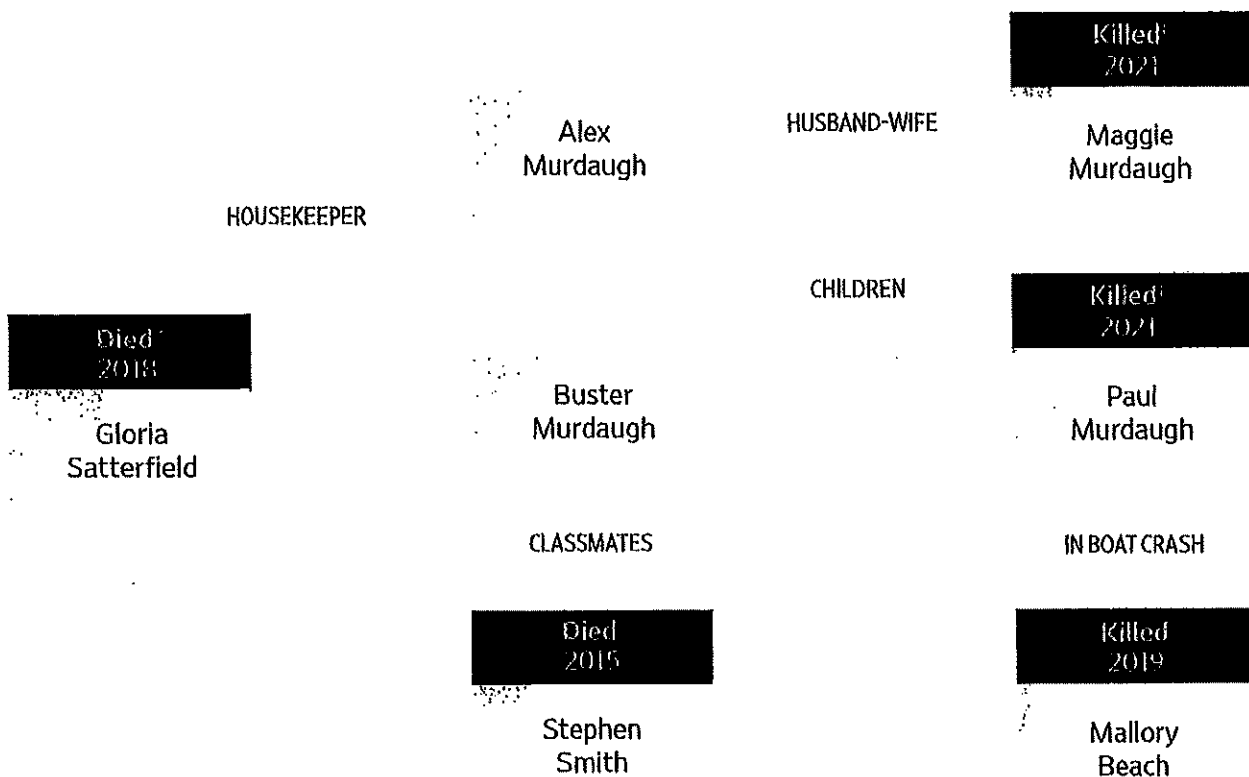


## Power in county

The boat crash in many ways began the unraveling of the Murdaugh empire. The wrongful-death suit began bringing out financial information that spiraled into an inquiry into Alex Murdaugh's alleged financial wrongdoing.

## Murdaugh Saga

The story of disgraced South Carolina lawyer Alex Murdaugh and his family includes five deaths: two that police have called homicides, two under criminal investigation and one the subject of lawsuits.



\*Death under investigation \*Alex Murdaugh has been charged with their murders  
Source: staff reports

Mr. Murdaugh was the fourth-generation scion of a family that ran the solicitor's, or district attorney's, office for the five-county 14th Judicial Circuit in southeastern South Carolina for nearly a century, while also running a dominant personal-injury firm.

The South Carolina Law Enforcement Division, known as SLED, has taken over Murdaugh-related investigations, given the family's close working relationship with local law enforcement.

Before he was accused in the double homicide of his wife and son last month, Mr. Murdaugh faced more than 80 felony counts in what prosecutors said was a decadelong scheme to defraud his personal-injury clients of \$8.5 million. He has been jailed since October, weeks after he was charged with insurance fraud in a failed assisted-suicide attempt in a roadside shooting last Labor Day weekend. He has pleaded not guilty to most of the fraud and other counts against him, in addition to the murder charges.

Based on information uncovered in the double-homicide investigation, SLED is looking into two other suspicious deaths: that of Stephen Smith, a 19-year-old classmate of Mr. Murdaugh's older son whose body was found on a country road in 2015; and Gloria Satterfield, the 57-year-old family housekeeper who died after falling down the front steps at the Murdaugh home in 2018.

In the days before the killing of his wife and son on June 7, 2021, Mr. Murdaugh was under immense pressure in the boat-crash wrongful-death case. A judge had scheduled a hearing for June 10 to consider a motion by Mr. Tinsley to compel Mr. Murdaugh to turn over his financial information, which had been requested eight months earlier and was part of the wrangling over Mr. Murdaugh's insurance coverage and ability to pay potential damages.



The state's chief prosecutor last month said the evidence collected while investigating the alleged financial crimes provides "the background and the motive" for the double homicide.

Mr. Parker said it is surreal to be wrapped up in the Murdaugh morass and offensive to be accused in the death of Mallory Beach. "It's an incredible tragedy," he said. "But we're not responsible."

Mr. Tinsley said in court filings that Mr. Parker's company shares responsibility for the crash because the clerk made an obvious mistake when checking the ID Paul Murdaugh handed her when buying the alcohol. The clerk should have noticed that Paul's slight build didn't match up with the height and weight listed on his big brother's ID, said Mr. Tinsley.

"When you stress the speed of the transaction such that the people don't even read the information on the ID, it's apparent what's going to happen," Mr. Tinsley said. He said Mr.

Parker knows that state law and store policy on alcohol sales aren't rigorously followed at Parker's Kitchen stores, a claim Mr. Parker denies.

## Night of drinking

The fatal boat crash happened in the foggy, early morning hours of Feb. 24, 2019.

Paul Murdaugh started the prior evening by buying alcohol at a Parker's Kitchen in Ridgeland, S.C., according to files released by state investigators. The store is a few miles from his grandfather Randolph Murdaugh III's fishing cabin, where Paul, his then-girlfriend Morgan Doughty and two other couples planned to spend the night, according to the files.

Video footage shows Paul circling the interior of the store, selecting his purchases and approaching the checkout counter. He was 19 at the time, but he hands clerk Tajeeha Cohen a driver's license belonging to his brother, Richard Alexander "Buster" Murdaugh Jr., who was then 22. Ms. Cohen appears to look at the license and at Paul and uses a scanner to verify the validity of the license before ringing up the sale of beer, hard seltzer, gum and cigarettes for \$49 on his mother's credit card.



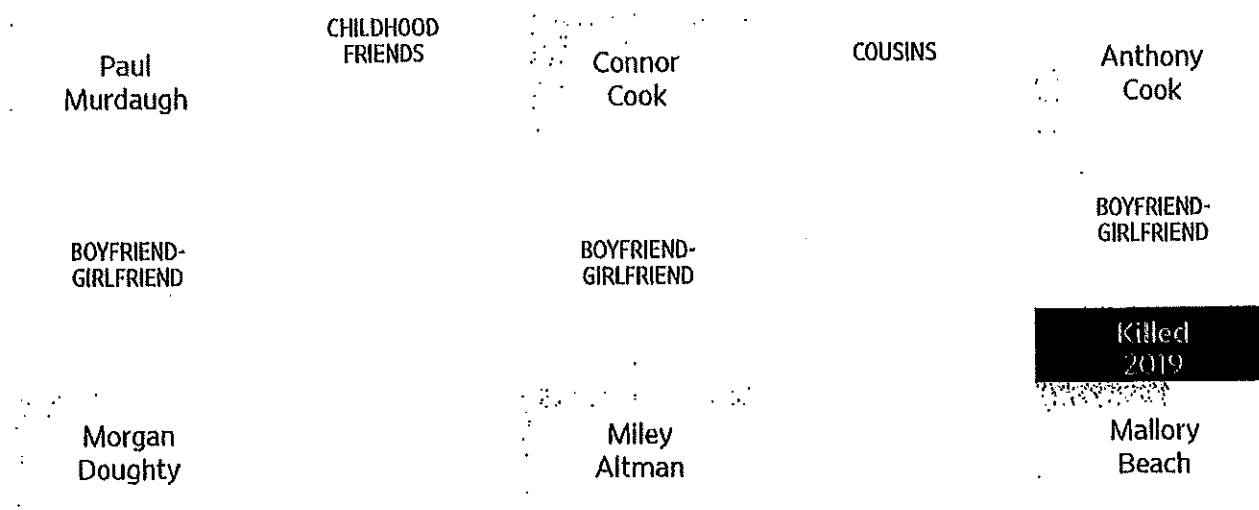
After Paul walks out of the store, he hoists his purchases over his head in a gesture to friends by his truck, according to the footage.

The six young people met at Paul's grandfather's Chechessee River house around 6:30 p.m., according to court documents. They took the boat to an oyster roast—a tradition in the South Carolina lowcountry—at another home on the water. They stayed at the party about four hours, and all were drinking while underage, according to depositions and investigative records.

On the ride home, passengers took turns holding a flashlight to maneuver the waterways because the boat didn't have running lights. Just before 1 a.m., Paul docked the boat in downtown Beaufort, where he and fellow boat passenger Connor Cook had two rounds of liquor shots.

### Crash on a Dark River

The young people spent the evening drinking including at a party and a bar along the water. GPS data show the boat accelerated rapidly and slammed into the pilings of a bridge at 2:20 a.m. Ms. Beach was thrown overboard; her body was recovered a week later.



Sources: police and court records, lawyers representing the passengers

Several passengers later testified that Paul drove the boat except for when Mr. Cook took the wheel while Paul went to the bow to confront Ms. Doughty. She told police he spit on her and slapped her, "screaming, cussing and saying horrible things," according to court documents.

At 2:20 a.m., GPS data show the boat accelerated rapidly and slammed into the pilings by the bridge to Parris Island, which was on the route back to the Murdaugh cabin, investigative reports said. Three of the passengers were thrown into the water, including Ms. Beach, who couldn't be found. Paul, Ms. Doughty and Mr. Cook were taken by ambulances to the hospital.

It took a week to find Ms. Beach's body, which was facedown in the marsh 5 miles north of the bridge.

Paul's blood drawn as part of his care at the hospital showed that his blood-alcohol level was .286, according to hospital records, three times the legal limit in South Carolina. Paul was criminally charged in April 2019, including boating under the influence causing death, but

the charges were dropped after his death last June, leaving the wrongful-death suit the key legal proceeding.

Mr. Tinsley filed suit on behalf of Mallory's mother, Renee Beach, on March 29, 2019. The defendants included Alex Murdaugh, who owned the boat; Buster Murdaugh; Randolph Murdaugh III; an elementary school assistant principal and her husband who hosted the oyster roast; the owner of the bar where Paul took shots; and Gregory M. Parker Inc., Mr. Parker's company.



The hosts of the oyster roast, the bar owner and Randolph Murdaugh III, who died of cancer in 2021, and their insurers settled with Ms. Beach within weeks of the suit being filed. Those settlements totaled \$1.7 million, according to court filings.

Alex and Buster Murdaugh remain defendants. They have both denied responsibility in Ms. Beach's death, and have argued their assets are inadequate to pay any potential damages.

That left the Parker company, as the defendant with assets, as the focus of the lawsuit.

The wrongful-death trial could start as soon as November in the Hampton County Courthouse, where Alex Murdaugh was long a regular presence and where the walls are lined with portraits of his father, grandfather and great-grandfather.

### **Quirk in liability law**

Mr. Parker, 68, built his company from one gas station in rural Georgia in 1976 to a popular chain that prides itself on hand-breaded chicken fingers, clean restrooms and "Chewy Ice," which Mr. Parker says is his own invention, born of a love of soft and crunchy ice pellets.

As Mr. Parker talked about Paul Murdaugh's transaction, he pulled a worn printout from a stack of papers. It was an image of Alex, Maggie, Buster and Paul Murdaugh courtside at a University of South Carolina basketball game, posted on Maggie Murdaugh's Facebook two weeks before the crash. Both brothers have red hair and fair skin.

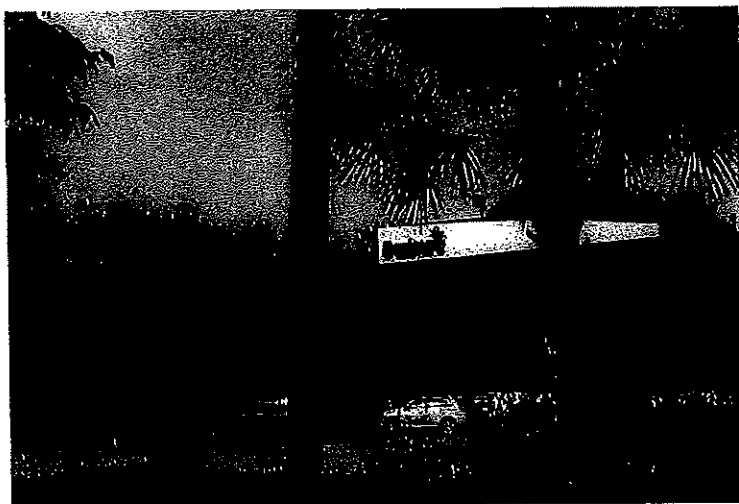


Ms. Cohen "takes the driver's license," Mr. Parker said. "She looks at it. Well, guess what? They look alike." Passengers on the boat testified in depositions that Paul frequently used his brother's ID, including the night of the crash at the bar in Beaufort.

In court filings, Mr. Tinsley said Mr. Parker's company shares responsibility for Ms. Beach's death because of a companywide focus on the speed of transactions, which creates room for error in alcohol sales. Mr. Tinsley also said Ms. Cohen lacked training, failed to notice the differences in height and weight between Paul Murdaugh and the ID he used and didn't follow other company policies.

"They've got great written policies," Mr. Tinsley said. "If they did what they said they were going to do, I don't think this happens."

Mr. Parker said he has never reprimanded anyone over the speed they handle transactions and that Ms. Cohen was properly trained.



Ms. Cohen isn't named as a defendant in the Beach wrongful-death suit, though she is named as a defendant in two personal-injury suits brought by other passengers. Her lawyer declined a request for an interview on her behalf.

Alcohol-enforcement authorities haven't cited Ms. Cohen or the company in the sale, Mr. Parker said. An agent with SLED testified that she reviewed the video footage and found that Ms. Cohen "did her due diligence," by asking for the ID and scanning it to verify its validity, according to court records. State law doesn't require checking the height and weight on an ID in alcohol sales.

South Carolina law allows a plaintiff in an alcohol-related case to choose to collect 100% of the damages from a bar, store owner or host if a jury finds that entity the slightest amount at fault. The law, known as a joint-and-several liability law, differs from that in most other states, including Georgia, where a defendant pays a share of damages based on a percentage of fault assigned by a jury.

"You say 'Well, wait a minute. If I'm one-millionth of 1% responsible, I can be held 100% liable?'" said Mr. Parker, in a recent interview. "How does that work? That's not fair." He is lobbying the state legislature to change the law.

The law was designed to make sure a plaintiff could collect the full amount awarded by a jury, Mr. Tinsley said, adding it originated when bars commonly operated without liquor liability insurance.

In December 2021, Mr. Tinsley filed the second suit on behalf of the Beach family against Mr. Parker personally and some of the lawyers and investigators working on his defense team, alleging civil conspiracy and outrage, or the intentional infliction of emotional distress.

Mr. Tinsley alleges in the lawsuit Mr. Parker's team planted negative information online about Ms. Beach, which Mr. Parker denies.

Mr. Tinsley said in a March court hearing that Mr. Parker's team also hired private investigator Sara Capelli to follow Paul in the months before his death. He said at the hearing Ms. Capelli bought alcohol for a friend of one of the boat passengers when she was underage in an attempt to get information about Paul. Mr. Tinsley showed the judge a copy of a February photo taken of the young woman and Ms. Capelli at a Super Bowl party in a Columbia, S.C., bar.

### **Super Bowl party**

Rhett Klok, Ms. Capelli's lawyer, said Ms. Capelli had a contract to follow Paul in early 2021 with a law firm representing Mr. Parker. Mr. Klok said as part of her work, Ms. Capelli went to the private Super Bowl party, which was sponsored by Kappa Alpha Order, the college fraternity that has counted several Murdaughs as members, including Alex and Buster.

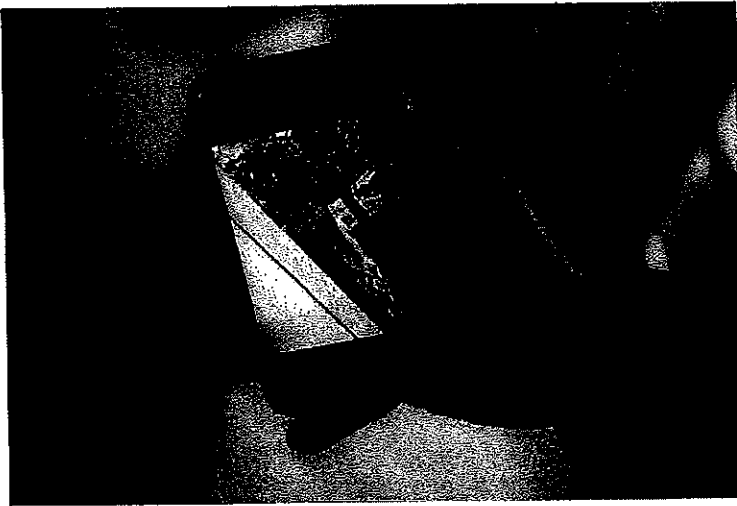
When asked whether Ms. Capelli bought alcohol for anyone underage, Mr. Klok said, "Not that she knows of." He added, "They had electronic carding at the door. She assumed everyone was an adult."

Mr. Parker said he can't comment on specific allegations because he is a defendant in the case. But he said "we sure as heck wouldn't have directed anybody to break the law," including by buying alcohol for someone underage.

Mr. Tinsley said many of the materials sought in Mr. Parker's investigation wouldn't be admissible in court because footage or photos of Paul drinking excessively or underage in other settings wasn't the cause of the boat crash. "There's only one conclusion," he said in an interview. Mr. Parker's side was "collecting it to make [others] look bad in the public arena."

A lawyer for Mr. Parker in the wrongful-death case said he expects the material to be admissible because it establishes a propensity for excessive drinking.

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The suit also alleges that Mr. Parker's team leaked law-enforcement photos of Ms. Beach's dead body and a confidential video that was part of shared materials in the lawsuit, meant to be used only in the court proceedings, to a documentary filmmaker.

Mr. Tinsley said he created the video and shared it with Mr. Parker's lawyers to demonstrate how he might humanize Ms. Beach to a jury. It included home movies, still photographs and interviews with family members.

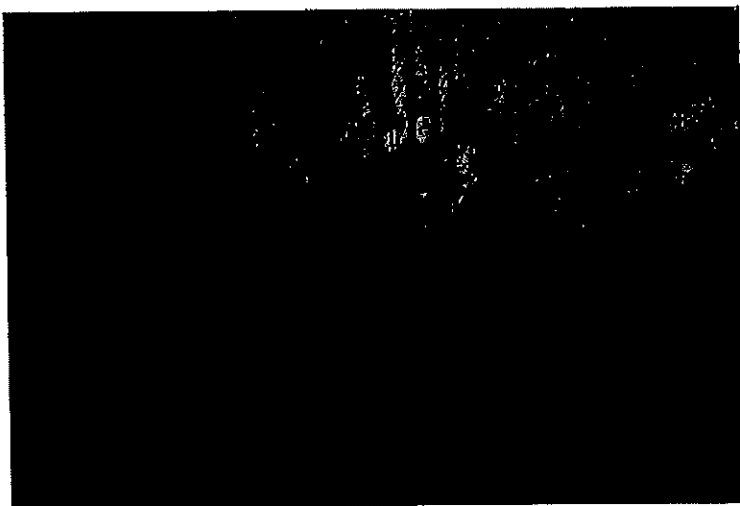
The suit alleges that six snippets from the confidential video appeared last November in an online trailer for "Murdaugh Murders: Deadly Dynasty," a documentary by Vicky Ward, who is also named as a defendant in the outrage suit.

Ms. Ward said in court filings that she came into possession of the video before contacting Mr. Tinsley to request an interview with the Beach family last September. She said in a court filing that Mr. Tinsley told her that "whoever provided the video to her violated the mediation rules" and that Mr. Tinsley gave her permission to use the video.

Mr. Tinsley denies that, and said Ms. Ward didn't seek the family's written approval to use their material, which he said was standard practice in documentary production.

In December, she said in a written statement to FITSNews.com, an online outlet covering the Murdaugh saga, that the trailer was for internal use at her production company and was posted in error.

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Edward Fenno, Ms. Ward's media lawyer, declined a request to interview Ms. Ward. In May, a judge denied Ms. Ward's motion to be dismissed from the case. Mr. Fenno said she looks forward to asserting her journalistic rights to receive and publish information in further filings or at trial.

The completed "Murdaugh Murders" documentary began streaming in June on the Investigation Discovery network, a unit of Warner Bros. Discovery. The documentary didn't include the snippets from the confidential mediation video; it did include a blurred image of Ms. Beach's dead body and several Snapchat videos taken by the passengers on the boat that Mr. Tinsley said law enforcement provided to him and to the Parker's legal team but haven't made public.

Mr. Parker said a large team has been employed on his behalf by his lawyers. The team has included private investigators, investigative journalists, social-media strategists, opposition researchers and crisis managers. At least 18 lawyers have been listed in court filings as representing Mr. Parker or his company.

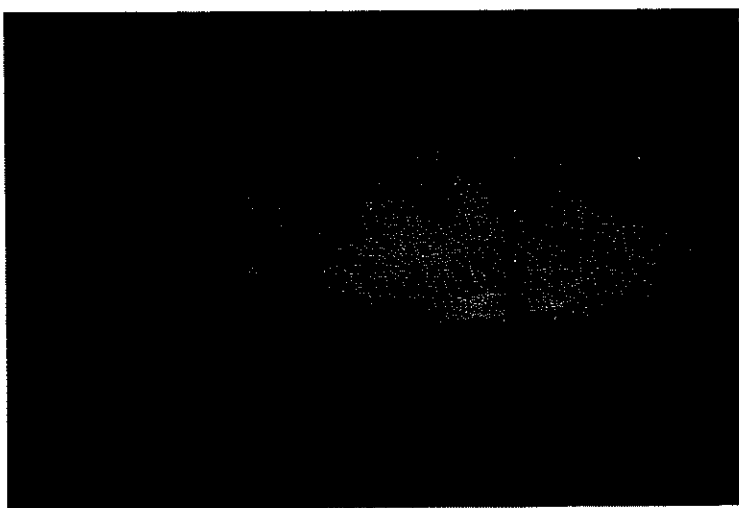
"We were trying to find out who and what we were up against," Mr. Parker said.

Mr. Parker said he didn't personally know or direct the actions of each person working on his behalf, but he didn't authorize anyone to leak photos of Ms. Beach's body or cause distress to the Beaches. He alleged Mr. Tinsley leaked the mediation video, which Mr. Tinsley denies.

A spokeswoman for Mr. Parker said an investigative firm digging into the Murdaughs on Mr. Parker's behalf hired investigative journalist Gregg Roman and two private investigators, Max Fratoddi and Henry Rosado.

Mr. Roman published a 7,000-word investigation on the Murdaughs on his blog last summer; he also appeared in and co-produced Ms. Ward's documentary. Mr. Parker's spokeswoman said Mr. Roman's contract ended well before the double homicide and no one affiliated with the Parker's team authorized his blog post or participation in the documentary. Mr. Roman said his written and documentary work were independent of the research he was paid to conduct.

Mr. Fratoddi and Mr. Rosado, who are defendants in the outrage case, said in court filings that they were "engaged to gather information for news purposes" and not part of a conspiracy.



Mr. Parker said his team pieced together details about Alex Murdaugh's family financial holdings, including allegations of questionable property exchanges and suspicions related to the deaths of Mr. Smith, the classmate of Buster Murdaugh, and Ms. Satterfield, the housekeeper, before last summer's double homicide.

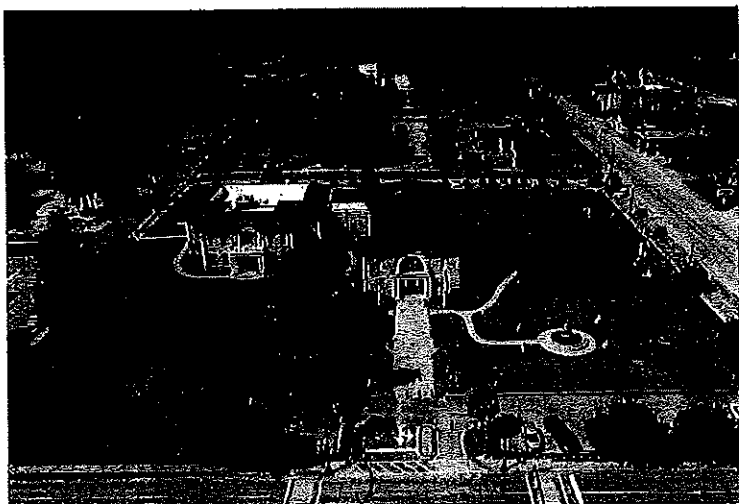
Mr. Parker said he hired people he described as investigative journalists because he was shocked at the incestuousness of the South Carolina legal system, including the scope of the Murdaugh family's influence.

"When I look back on this [investigation], do I think 'Oh, gosh, I wish I hadn't have done that?'" Mr. Parker said. "Absolutely not. I'm proud of the work we did."

When asked whether he conducted a stealth investigation and what specifically it entailed, Mr. Parker paused. "Here's a better question," he said. "'So what?' Of course I did. Anybody in my situation would have done exactly the same thing."

As to whether it was appropriate to surveil Paul Murdaugh, the son of a co-defendant in the wrongful-death case, Mr. Parker said he wanted to get pictures of Paul drinking, "which was pretty easy to do." He added: "This life of privilege is part of what should be examined here."

Mr. Parker said the outrage suit is a tactic to pressure him to settle. He recently rejected an offer to settle the wrongful-death case for \$25 million, according to a person familiar with the settlement talks.



The outrage suit is in limbo temporarily as the state supreme court considers a request by Mr. Parker's team to force Mr. Tinsley to return documents the team says are covered by attorney-client privilege. Mr. Parker's lawyers say some 5,600 documents were provided to Mr. Tinsley prematurely by Wesley Donehue, who runs the Push Digital strategy group, and the Laurens Group, a crisis-communications firm.

Mr. Donehue's lawyer, Sandy Senn, who is also a state senator, declined an interview request on behalf of her client, who stopped working with Parker's team in the spring of 2021. "Mr. Parker's lawyers are aggressive, threatening and litigious," Ms. Senn said in an email. "I hope you understand that what is best for my client is to stay away from this...case."

Mr. Parker's lawyers also filed a motion to force Mr. Tinsley to turn over any emails and texts exchanged with Ms. Capelli, the private investigator working for Mr. Parker. The lawyers submitted as evidence 145 text messages between Mr. Tinsley and Ms. Capelli, arguing that Mr. Tinsley violated the rules of professional conduct by engaging with Ms. Capelli.

Mr. Tinsley said he acted appropriately in his communications with members of Mr. Parker's team, including Ms. Capelli, who he said initiated contact by sending him a Facebook friend

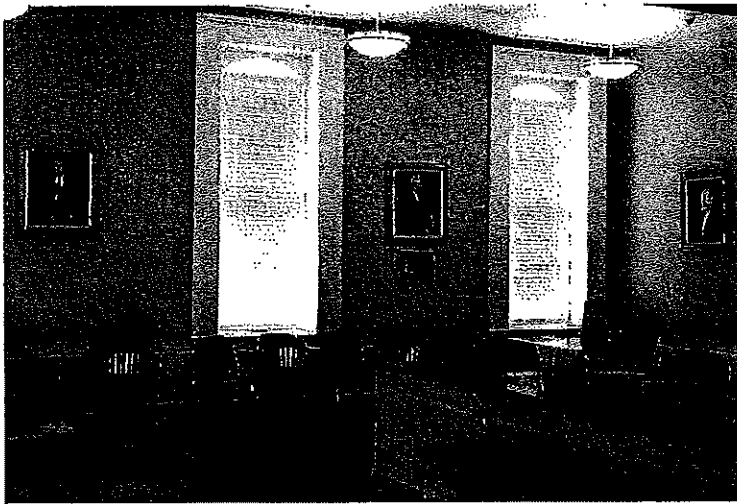
request earlier this year. Mr. Klok, Ms. Capelli's lawyer, said Mr. Tinsley was wrong to engage with Ms. Capelli when he knew she was represented by counsel.

### Layers of connections

Some of the players in the Murdaugh morass have intertwined relationships in South Carolina's close-knit legal community.

Mr. Tinsley, 51, is a partner at Gooding & Gooding, a three-lawyer practice in Allendale County, S.C., which is adjacent to Hampton County. He was co-counsel in a 2018 case that netted a \$10.5 million settlement against a methadone clinic, where the lead counsel was Dick Harpootlian, a state senator who is now Alex Murdaugh's lead criminal defense lawyer. Mr. Harpootlian is also a Democratic power broker; his wife, Jamie, is President Biden's ambassador to Slovenia.

Mr. Tinsley has frequently worked alongside the Murdaugh family firm, which changed its name last January to the Parker Law Group—unrelated to Mr. Parker—including with a lawyer from the firm in a record-setting \$30 million jury award against Ford Motor Co.



Mr. Parker's team includes some of the state's best-known lawyers, including Murrell Smith, the speaker of the state House of Representatives, and Deborah Barbier, a former federal prosecutor who briefly co-led former President Donald Trump's defense team on his second impeachment. She was also a sorority sister of Maggie Murdaugh at the University of South Carolina and classmate of Alex Murdaugh at the University of South Carolina School of Law.

Mr. Parker's company is also separately being sued by the surviving boat passengers: Ms. Doughty, whose hand was injured; Mr. Cook, whose jaw was broken; Miley Altman, Mr.

Cook's girlfriend; and Anthony Cook, Ms. Beach's boyfriend and Mr. Cook's cousin. Each said they suffered physical and emotional harm as a result of the crash and the death of Ms. Beach.

In a preview of Mr. Parker's defense in the wrongful-death suit, his lead trial lawyer, Pankaj "P.K." Shere of Raleigh, N.C., said he anticipates asking jurors to apply common sense and consider whether a two-minute transaction at Parker's nine hours before the crash was the fundamental reason for Ms. Beach's death. He will also ask them to consider whether the six-pack of Michelob Ultra Lime light beer, 15-pack of Natural Light beer and 12-pack of White Claw hard seltzer Paul Murdaugh purchased was sufficient to make him so grossly intoxicated, even if he drank it all himself, which he didn't, according to depositions.

Mr. Parker said his defense will also assert that the young people on the boat could have done more than he or his employees to prevent the crash, including physically blocking Paul Murdaugh from driving.

Mr. Parker said he is particularly galled by Connor Cook's lawsuit. "He said I'm responsible for the accident? He was buying him glass-fulls of Jägermeister [at the bar] before the incident, and I'm responsible?"

Joe McCulloch, Mr. Cook's lawyer, said Mr. Cook and the other passengers said in witness statements and depositions that they tried to persuade Paul not to drive. But he said it is unrealistic to say Mr. Cook or any of the passengers should have wrestled the wheel from an erratic Paul Murdaugh, who had stripped down to his boxers and was gesticulating wildly, according to depositions. "Mutiny on the Bounty wouldn't have ended well for anybody," Mr. McCulloch said.



South Carolina law has strict liability for the sale of alcohol to someone underage, meaning a person is responsible even if they didn't know what they did was wrong, Mr. McCulloch said. "Very few defendants in tragedies of this type are willing to accept responsibility," Mr. McCulloch said. "His willingness to point the finger isn't surprising."

Mr. Parker said he has aggressive growth plans to double the number of Parker's Kitchen stores over the next four years, with much of that growth in South Carolina, which is part of the reason he is lobbying legislators to change the joint-and-several liability law in alcohol-related cases.

He said he was dropped by his longtime insurer after the boat crash and went 10 months without insurance before finding a carrier, which offered him less coverage and charged a higher price.

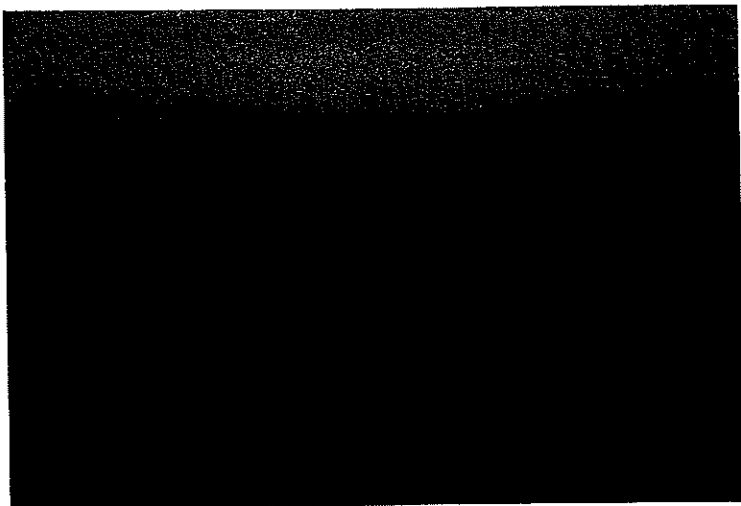
Tom Mullikin, a lawyer who is leading Mr. Parker's South Carolina Coalition for Lawsuit Reform, said he knows he faces an uphill climb. He said the South Carolina trade associations for restaurants and convenience stores have expressed support but not yet joined the effort to change the law.

The president of the South Carolina Restaurant and Lodging Association said in an email the association generally supported changes to tort law and was "looking into how the association would fit in" with the coalition's work. The South Carolina Convenience and Petroleum Marketers Association didn't respond to requests for comment.

A bill Mr. Parker backed in the legislative session that ended in June didn't get a hearing at the judiciary subcommittee level. In the legislature, 54 of 170 members are lawyers, and a disproportionate number are trial lawyers who oppose changing the law, according to Mr. Mullikin.

State Sen. Luke Rankin, the chair of the judiciary committee and a personal-injury lawyer, said he doesn't anticipate significant movement on the bill, saying it doesn't benefit the public.

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Write to Valerie Bauerlein at [valerie.bauerlein@wsj.com](mailto:valerie.bauerlein@wsj.com)

*Appeared in the August 13, 2022, print edition as 'Teens, Alcohol and a Crash: Case Shakes South Carolina'.*



FIU – Fulfillment Services  
P.O. BOX 620577  
Orlando, FL 32862-0577  
886-97-01-76

72

Date: May 12, 2026

TABOR VAUX  
Vaux Marscher Berglind, PA  
1251 May River Rd.  
Bluffton, SC 29910

RE: PARKER, GREGORY M  
[REDACTED]

- ☒ Enclosed please find the bank documents and/or video responsive to the subpoena.
- ☐ Enclosed please find partial bank documents in response to the Subpoena. The remaining documents to follow.
- ☐ CD password(s) will be mailed or faxed separately from CD(s). The disk(s) and/or password(s) may arrive within 2-3 days of each other.
- ☐ Signature card/Corporate Resolution not on file.
- ☐ The requested information is beyond the records retention period (7 years- Statements, Checks & Deposits, 5 years- Wire transfers, 5 years- CTR).
- ☐ The requested information is beyond the video retention period for this branch/ ATM.
- ☐ Account closed prior to requested date range.
- ☐ Invalid Account Number(s) / Invalid SSN.
- ☐ Based upon the information provided, we are unable to locate records for the designated person or entity.
- ☐ Designated person or entity cannot be confirmed. Please provide additional information via fax 844-234-9280 and we will renew our search (i.e., SSN, TIN, Account #, Address).
- ☐ OTHER –

\*\*\*\*\*  
**Truist Financial cannot comply with the Subpoena for Improper Service:**

- ☐ District of Columbia: The subpoena must be served personally at any Truist Financial or by certified mail.
- ☐ Maryland: The subpoena must be served personally at any Truist Financial or by certified mail.
- ☐ Virginia: Subpoena must be served personally on the registered agent or at any Truist Financial.
- ☐ Incorrect bank served, should be served on \_\_\_\_\_.
- ☐ Other \_\_\_\_\_

- \*\*\*\*\*
- ☐ **Truist Financial does not hold any records for this individual(s). However, you may attempt to contact separate entities of the Truist family of companies.**

This request has been processed by Truist Financial FIU-Fulfillment Services La'Saysha Faulk at (910) 272-4096

Plaintiff\_002910



FIU-Fulfillment Services  
P.O. Box 620577  
FL-ORL-7136  
Orlando, FL 32809

RE: PARKER, GREGORY M

CERTIFICATION OF BANK RECORDS

I, La'Saysha Faulk do hereby certify under penalties and perjury that I am the custodian of records for Truist Financial and that the attached documents are true and accurate copies of our business records, maintained, and/or prepared by our company.

It is further certified that the records were made at or near the time of the occurrence of the matters set forth by a person with knowledge of those matters. The records were made and kept in the course of regularly conducted business activity and it is a regular practice of our company to make and keep such records.

La'Saysha Faulk  
Signature

May 12, 2026  
Date

MTS205

Exhibit 14

DATE: 06/01/2020

SENDER PARTY NOT ON FILE  
SENDER'S ID [REDACTED]

TRN REF #: [REDACTED]

\*\*\*\* MESSAGE ENVELOPE \*\*\*\*

( Bank : 102 )

SRC:LOB CALLER:

SND DATE: 20/06/01

EXT:

RPT# AMT:143,000.00

CUR:USD

TRDR#

TEST: DUE:

TYP:FTR/

FNDS:S CHG:DB:H CD:A COM:N CBL:I

DODD-FRANK:

TRN FLAG:3=Third party Dodd-Fra PAY FLAG:=Other

DFA Date Avail:N/A

\*DBT [REDACTED]

CDT [REDACTED]

ADV:SWF

DEBIT VAL: 20/06/01

CREDIT VAL: 20/06/01

GREGORY M PARKER

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

COUNTRY OF RESIDENCY: US

COUNTRY OF RESIDENCY: US

SEND:B/5171131C

BNF BANK:S/MIZBILIT

WIR:

JESSICA L COUNCIL

MIZRAHI TEFAHOT BANK LTD.

PHONE NUMBER [REDACTED]

7 JABOTINSKY ST

D12987

RAMAT-GAN,IL

COUNTRY OF RESIDENCY: IL

SNDR REF NUM: [REDACTED]

BNF: [REDACTED] CHG:B BK?N

ORIG: [REDACTED]

DEMOMAN INTERNATIONAL (2002) LTD.

GREGORY M PARKER

MODI'IN,,7179048,

COUNTRY OF RESIDENCY: IL

COUNTRY OF RESIDENCY: US

ORIG TO BNF INFO:

BANK TO BANK INFO:

PROFORMA INVOICE NO. 00406801

CEGZ7GHWZ

\*\*\*\* CREDIT PAYMENT MESSAGE TEXT \*\*\*\*

## Message Text

## Destination:

S/BOFAUS3N

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

Output Time: 11:38:00 Output sequence number: [REDACTED]

## Input:

S/BRBTUS33

TRUIST BANK

214 NORTH TRYON STREET

CHARLOTTE,NC,US

Single Customer Credit Transfer

(TYPE: 103)

:20: /Transaction Reference Number:  
 [REDACTED]  
 :23B: /Bank Operation Code:  
 CRED  
 :32A: /Value Date, Currency, Interbank Settled Amount:  
 Date: 20/06/01 USD 143,000.00  
 :33B: /Currency, Instructed Amount:  
 USD 143,000.00  
 :50K: /Ordering Customer:  
 [REDACTED]  
 GREGORY M PARKER  
 [REDACTED]  
 :57A: /Account With:  
 [REDACTED]  
 MIZRAHI TEFAHOT BANK LTD.  
 7 JABOTINSKY ST  
 RAMAT-GAN, IL  
 :59: /Beneficiary Customer:  
 / [REDACTED]  
 DEMOMAN INTERNATIONAL (2002) LTD.  
 [REDACTED]  
 MODI'IN, 7179048,  
 :70: /Remittance Information:  
 PROFORMA INVOICE NO. 00406801  
 :71A: /Details of Charges:  
 BEN  
 :71F: /Sum of Sender's Charges:  
 USD 0.00  
 :72: /Sender to Receiver Information:  
 [REDACTED]  
 [REDACTED]

## \*\*\* MESSAGE TEXT \*\*\*

\*FTR [REDACTED] [REDACTED]  
 2FTR [REDACTED] BEN  
 3FTR  
 4FTR  
 5FTR  
 6FTR  
 ORG= [REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 -|US  
 OBI=PROFORMA INVOICE NO. 00406801  
 ORF=  
 SBK=B/5171131-C  
 -JESSICA L COUNCIL  
 -PHONE NUMBER [REDACTED]  
 -D12987  
 - [REDACTED]  
 DBT= [REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

102NN

H I

-MIZRAHI TEFAROT BANK LTD,  
 -7 JABOTINSKY ST  
 -RAMAT-GAN IL  
 BNF- [REDACTED]  
 -DEMOMAN INTERNATIONAL (2002) LTD,  
 [REDACTED]  
 -MODI IN 7179048,  
 -IL  
 DFA-311111

# MESSAGE HISTORY SEQUENCE

102 is the owning bank. Priority:

REF INDEX REF 1: [REDACTED] 1-JUN-2020 11:36:32.19  
 LOB IN SEQ 1: 875 1-JUN-2020 11:36:32.19 Info: \*FTR

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LOB MAPQ DEQ  
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\*SYS MEMO \*CVD: --- DVD: 90 PSD: --- SSD: --- DBD: 1 CBD: 1

LOB SENDREF KEY: [REDACTED]

NOF ACC NDX KEY: [REDACTED]

Memo: DBT

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RTE: 7

DST: ENQ/7/7/7/7

Queue: 102//RGW\_OUTQ

RGW\_OUTQ TEXT: [REDACTED] AMOUNT: 143000.00 USD

OPRID: 555CMS

Memo: (EXC) Field edits failed

\* END DESTINATION

INTL DEAFXCO DEQ

Memo: Field edits failed

\*SYS MEMO \*AUTORTRIEVE VLD V name & address: ~ DBT Acct. D

\*SYS MEMO \*AUTORTRIEVE VLD V name & address: ~ CDT Acct. G

\*SYS MEMO \*CVD: --- DVD: 90 PSD: --- SSD: 99 DBD: 1 CBD: 1

EXCEPTN LOG OPRID: C86421 TIME: 1-JUN-2020 11:37:12.31

\*CT UNO CDT

\*ADR MSG QUE TEXT: [REDACTED]

Memo: CDT/5591

\* BEGIN DESTINATION \*DST(2), DLV STATE: Q

RTE: 7

DST: ENQ/7/7/7/7

Queue: 102//RGW\_OUTQ

RGW\_OUTQ TEXT: [REDACTED] AMOUNT: 143000.00 USD

OPRID: C86421

\* END DESTINATION

INTL DEAFXCO DEQ

INTL FTRVEY LOG OPRID: B06789 TIME: 1-JUN-2020 11:37:48.68

\*SYS MEMO Stop Check may routed to EXTERNAL STOP SERVER. 1-JUN-

-2020 11:37:48.68

\*SYS MEMO \*MRSTOP/\*MR/RVY// /N/B06789

\* BEGIN DESTINATION \*DST(3), DLV STATE: Q

RTE: 7

DST: ENQ/7/7/7/7

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED] AMOUNT: 143000.00 USD  
OPRID: B06789

Memo: (OFC)

\* END DESTINATION

ACT\_OUTQ DEQ

ACT\_PNDLVQ DEQ

ACT1\_SRF

ACT1\_OUT

KEY: [REDACTED]

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F

ACT1\_SND

SEQ #: [REDACTED] 1-JUN-2020 11:37:50.50 Info:

F

ACT1\_ACK

SEQ #: [REDACTED] 1-JUN-2020 11:37:50.52 Info:

+

ACT1\_RCV

SEQ #: 392 1-JUN-2020 11:37:57.16

\*SYS\_MEMO

WLF ReturnCode : 0; WLF HitFlag : false; ePay Fraud

ReturnCode : 0; ePay fraud

\*SYS\_MEMO

HitFlag : false

\*SYS\_MEMO

0---PINFO: Processed Wire Message TRN

[REDACTED] at 11:37AM on 01 June 20

\* BEGIN DESTINATION \*DST(4), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED] AMOUNT: 143000.00 USD  
OPRID: B06789

\* END DESTINATION

LOB\_DDA\_AUTQ DEQ

DDA\_PDM\_01

SEQ #: 10170 1-JUN-2020 11:38:05.77 Info: PD

DDA\_POST\_01

SEQ #: 10170 1-JUN-2020 11:38:05.82 Info: PD

Memo: Dbt posted - tc: [REDACTED] ||

PAYADVQ

DEQ

PAYADV\_LOG

OPRID: \$\$\$PAY TIME: 1-JUN-2020 11:38:05.83

\*NOF\_BAL

SAM\_DBT AMOUNT: 143000.00 USD

SYSPRFBAL

PRF\_DDA\_DBT AMOUNT: 143000.00 USD

\*GL

SAM\_CDT AMOUNT: 143000.00 USD

SYSPRFBAL

PRF\_GL CDT AMOUNT: 143000.00 USD

\* BEGIN DESTINATION \*DST(5) ROUTE:BOFAUS3N, DLV STATE: D

RTE: S/BOFAUS3N

DST: SWF/////////US

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

\*CDT

BRBTUS33A\_2Q DEQ

BRBA\_F\_SES

SEQ #: 135 1-JUN-2020 11:38:04.90 Info: Isn

BRBA\_F\_OUT

SEQ #: 359393 1-JUN-2020 11:38:04.90 Info: Isn

BRBA\_F\_PNDQ

Memo: PDU:01; MT:103; DST:BOFAUS3NXXXX; WIR:1

MTS205

DATE: 07/01/2020

SENDER PARTY NOT ON FILE

SENDER'S ID [REDACTED]

TRN REF #: [REDACTED]

\*\*\*\* MESSAGE ENVELOPE \*\*\*\*

( Bank : 102 )

SND DATE: 20/07/01

EXT:

SRC:LOB CALLER:

RPT# AMT:120,000.00 CUR:USD TRDR#  
 TEST: DUE: TYP:FTR/ FNDS:S CHG:DB:H CD:A COM:N CBL:I  
 DODD-FRANK:  
 TRN FLAG:3=Third party Dodd-Fra PAY FLAG:=Other DFA Date Avail:N/A

|                               |                                  |            |
|-------------------------------|----------------------------------|------------|
| *DBT [REDACTED]               | CDT [REDACTED]                   | ADV:SWF    |
| DEBIT VAL: 20/07/01           | CREDIT VAL: 20/07/01             |            |
| GREGORY M PARKER              | BANK OF AMERICA                  |            |
| [REDACTED]                    | 100 N TRYON STREET               |            |
|                               | CHARLOTTE NC 28255               |            |
| COUNTRY OF RESIDENCY: US      | COUNTRY OF RESIDENCY: US         |            |
| SEND:B/5171131C               | BNF BANK:S/MIZBILIT              | WIR:       |
| KELLY L ROBINSON              | MIZRAHI TEFAHOT BANK LTD.        |            |
| PHONE NUMBER [REDACTED]       | 7 JABOTINSKY ST                  |            |
| B67658                        | RAMAT-GAN,IL                     |            |
| [REDACTED]                    | COUNTRY OF RESIDENCY: IL         |            |
| SNDR REF NUM:0000I-[REDACTED] | BNF: [REDACTED]                  | CHG:B BK?N |
| ORIG: [REDACTED]              | DEMOMAN INTERNATIONAL (2002) LTD |            |
| GREGORY M PARKER              | [REDACTED]                       |            |
| [REDACTED]                    | MODI'IN,7179048                  |            |
|                               | COUNTRY OF RESIDENCY: IL         |            |
| COUNTRY OF RESIDENCY: US      | ORIG TO BNF INFO:                |            |
| BANK TO BANK INFO:            | PROFORMA INVOICE NO 00406801     |            |
| WV2U8EMM2                     |                                  |            |

\*\*\*\* CREDIT PAYMENT MESSAGE TEXT \*\*\*\*

Message Text

Destination:

[REDACTED]  
 BANK OF AMERICA  
 100 N TRYON STREET  
 CHARLOTTE NC 28255

Output Time: 10:49:00 Output sequence number: 382827

Input:

[REDACTED]  
 TRUIST BANK  
 214 NORTH TRYON STREET  
 CHARLOTTE,NC,US

Single Customer Credit Transfer

(TYPE: 103)

:20: /Transaction Reference Number:  
 [REDACTED]  
 :23B: /Bank Operation Code:  
 CRED  
 :32A: /Value Date, Currency, Interbank Settled Amount:  
 Date: 20/07/01 USD 120,000.00  
 :33B: /Currency, Instructed Amount:  
 USD 120,000.00  
 :50K: /Ordering Customer:  
 [REDACTED]  
 GREGORY M PARKER  
 [REDACTED]  
 :57A: /Account With:  
 S/MIZBILIT  
 MIZRAHI TEFAHOT BANK LTD.  
 7 JABOTINSKY ST  
 RAMAT-GAN, IL  
 :59: /Beneficiary Customer:  
 [REDACTED]  
 DEMOMAN INTERNATIONAL (2002) LTD  
 [REDACTED]  
 MODI'IN, 7179048  
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 :71A: /Details of Charges:  
 BEN  
 :71F: /Sum of Sender's Charges:  
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 :72: /Sender to Receiver Information:  
 [REDACTED]  
 [REDACTED]

## \*\*\* MESSAGE TEXT \*\*\*

\*FTR [REDACTED] [REDACTED]  
 2FTR [REDACTED] BEN  
 3FTR  
 4FTR  
 5FTR  
 6FTR  
 ORG=[REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 [REDACTED]  
 OBI=PROFORMA INVOICE NO 00406801  
 ORF=  
 SBK=B/5171131-C  
 -KELLY L ROBINSON  
 -PHONE NUMBER [REDACTED]  
 -B67658

102NN

H I

DBT=[REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 [REDACTED]

-BRANCH NAME GIVAT SHAUL BRANCH NO 4

-58 BANK NO 20  
 BBK-[REDACTED]  
 -MIZRAHI TEFHOT BANK LTD.  
 -7 JABOTINSKY ST  
 -RAMAT-GAN IL  
 BNF=[REDACTED]  
 -DEMOMAN INTERNATIONAL (2002) LTD  
 [REDACTED]  
 -MODI'IN, 7179048  
 [REDACTED]  
 [REDACTED]

# MESSAGE HISTORY SEQUENCE

102 is the owning bank. Priority:

REF\_INDEX REF #: [REDACTED] 1-JUL-2020 10:47:20.97  
 LOB IN SEQ #: 679 1-JUL-2020 10:47:20.97 Info: \*FTR

Memo: External system reference: [REDACTED]

LOB\_MAPQ DEQ

\*SYS MEMO \*AUTOTRIEVE VLD V name & address - DBT Acct. D

\*SYS MEMO \*CVD:--- DVD:90 PSD:--- SSD:--- DBD:1 CBD:1

LOB\_SENDREF KEY: [REDACTED]

NOF\_ACC\_NDX KEY: [REDACTED]

Memo: DBT

\* BEGIN DESTINATION \*DST(1), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ TEXT: [REDACTED] AMOUNT: 120000.00 USD

OPRID: \$\$\$CMS

Memo: (EXC) Field edits failed

\* END DESTINATION

INTL DFAEXCQ DEQ

Memo: Field edits failed

\*SYS MEMO \*AUTOTRIEVE VLD V name & address - DBT Acct. D

\*SYS MEMO \*AUTOTRIEVE VLD V name & address - CDT Acct. G

SYS MEMO \*CVD:--- DVD:90 PSD:--- SSD:99 DBD:1 CBD:1

EXCEPTN LOG OPRID: B06789 TIME: 1-JUL-2020 10:48:08.91

\*GL\_INQ\_CDT

\*ADR\_MSG\_QUE TEXT: [REDACTED]

Memo: CDT/5591

\* BEGIN DESTINATION \*DST(2), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ TEXT: [REDACTED] AMOUNT: 120000.00 USD

OPRID: B06789

\* END DESTINATION

INTL [REDACTED] DEQ

[REDACTED] LOG OPRID: C83437 TIME: 1-JUL-2020 10:48:41.10

\*SYS MEMO Stop\_Check msg routed to EXTERNAL STOP SERVER 1-JUL

-2020 10:48:41.11

\*SYS MEMO \*MRSTOP/\*MR/RVY/ /N/C83437

\* BEGIN DESTINATION \*DST(3), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED]

AMOUNT: 120000.00 USD

OPRID: C83437

Memo: (OFC)

\* END DESTINATION

ACT\_OUTQ DEQ

ACT\_PNDLQVQ DEQ

ACT1\_SRF

KEY: [REDACTED]

ACT1\_OUT

SEQ #: 551629 1-JUL-2020 10:48:41.21 Info:

F

ACT1\_SND

SEQ #: 551629 1-JUL-2020 10:48:41.21 Info:

F

ACT1\_ACK

SEQ #: 551629 1-JUL-2020 10:48:41.23 Info:

+

ACT1\_RCV

SEQ #: 462 1-JUL-2020 10:48:49.25

\*SYS\_MEMO

WLF ReturnCode : 0; WLF HitFlag : false; ePay Fraud

ReturnCode : 0; ePay fraud

\*SYS\_MEMO

HitFlag : false

\*SYS\_MEMO

0----PINFO: Processed Wire Message TRN

[REDACTED] at 10:48AM on 01 July 20

\* BEGIN DESTINATION \*DST(4), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED]

AMOUNT: 120000.00 USD

OPRID: C83437

\* END DESTINATION

LOB\_DDA\_AUTO DEQ

DDA\_PDM\_01

SEQ #: 8786 1-JUL-2020 10:49:11.18 Info: PD

DDA\_POST\_01

SEQ #: 8786 1-JUL-2020 10:49:11.24 Info: PD

Memo: Dbt posted - tc: [REDACTED] ||

PAYADVQ

DEQ

PAYADV\_LOG

OPRID: \$\$\$PAY TIME: 1-JUL-2020 10:49:11.25

\*NOF\_BAL

SAM DBT AMOUNT: 120000.00 USD

SYSPRFBAL

PRF\_DDA\_DBT AMOUNT: 120000.00 USD

\*GL

SAM\_CDT AMOUNT: 120000.00 USD

SYSPRFBAL

PRF\_GL\_CDT AMOUNT: 120000.00 USD

\* BEGIN DESTINATION \*DST(5) ROUTE:BOFAUS3N, DLV STATE: D

RTE: S/BOFAUS3N

DST: SWF////////US

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

\*CDT

BRBTUS33A\_2Q DEQ

BRBA\_F\_SES

SEQ #: 183 1-JUL-2020 10:49:10.34 Info: Isn

BRBA\_F\_OUT

SEQ #: 382827 1-JUL-2020 10:49:10.34 Info: Isn

MTS205

DATE: 07/30/2020

SENDER PARTY NOT ON FILE

SENDER'S ID [REDACTED]

TRN REF: [REDACTED]

\*\*\* MESSAGE ENVELOPE \*\*\*

( Bank : 102 )

SND DATE: 20/07/30

EXT:

SRC: LOB: CALLER:

RPT# AMT: 120,000.00

CUR: USD

TRDR#

TEST: DUE:

TYPE: FTR/

FNDS: S CHG: DB: H CD: A COM: N CBL: I

DODD: FRANK:

TRN FLAG: 3-Third party Dodd-Fra PAY FLAG: Other

DFA Date Avail: N/A

\*DBT [REDACTED]

\*CMT [REDACTED]

ADV: SWF

DEBIT VAL: 20/07/30

CREDIT VAL: 20/07/30

GREGORY M PARKER

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

COUNTRY OF RESIDENCY: US

COUNTRY OF RESIDENCY: US

SEND: B/5171131C

BNF BANK: S/MIZBILIT

WIR:

ANA CHEVALIER

MIZRAHI TEFAHOT BANK LTD.

PHONE NUMBER [REDACTED]

7 JABOTINSKY ST

D38154

RAMAT-GAN, IL

COUNTRY OF RESIDENCY: IL

SND REF: NU [REDACTED]

BNF: [REDACTED]

CHG: B BK7N

ORIG: [REDACTED]

DEMOMAN INTEL 2002 LTD

GREGORY M PARKER

MODIEN 7179048 ISRAEL

COUNTRY OF RESIDENCY: IL

COUNTRY OF RESIDENCY: US

ORIG TO BNF INFO:

BANK TO BANK INFO:

PROFORMA INVOICE NO 00406801

\*\*\* CREDIT PAYMENT MESSAGE TEXT \*\*\*

Message Text

Destination:

BANK OF AMERICA

100 N TRYON STREET

CHARLOTTE NC 28255

Output Time: 14:13:00

Output sequence number: 406044

Input:

TRUIST BANK

214 NORTH TRYON STREET

CHARLOTTE, NC, US

Single Customer Credit Transfer

(TYPE: 103)

:20: /Transaction Reference Number:  
 [REDACTED]  
 :23B: /Bank Operation Code:  
 CRED  
 :32A: /Value Date, Currency, Interbank Settled Amount:  
 Date: 20/07/30 USD 120,000.00  
 :33B: /Currency, Instructed Amount:  
 USD 120,000.00  
 :50K: /Ordering Customer:  
 [REDACTED]  
 GREGORY M PARKER  
 [REDACTED]  
 :57A: /Account With:  
 S [REDACTED]  
 MIZRAHI TEFAROT BANK LTD.  
 7 JABOTINSKY ST  
 RAMAT-GAN, IL  
 :59: /Beneficiary Customer:  
 [REDACTED]  
 DEMOMAN INTL 2002 LTD  
 [REDACTED]  
 MODIIN 7179048 ISRAEL  
 :70: /Remittance Information:  
 PROFORMA INVOICE NO 00406801  
 :71A: /Details of Charges:  
 BEN  
 :71F: /Sum of Sender's Charges:  
 USD 0.00  
 :72: /Sender to Receiver Information:  
 [REDACTED]

\*\*\* MESSAGE TEXT \*\*\*

\*ETR [REDACTED] [REDACTED]  
 2ETR [REDACTED] BEN  
 3ETR  
 4ETR  
 5ETR  
 6ETR  
 ORC- [REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 -JUS  
 OBI=PROFORMA INVOICE NO 00406801  
 ORF=  
 SBK=B/5171131-C  
 -ANA CHEVALIER  
 -PHONE NUMBER [REDACTED]  
 -D38154  
 [REDACTED]  
 DBT- [REDACTED]  
 -GREGORY M PARKER  
 [REDACTED]  
 [REDACTED]  
 -BRANCH NAME GIVAT SHAUL BRANCH .NO

102NN

H I

-458 BANK NO 20  
 BBK=S/[REDACTED]  
 -MIZRAHI TEFAHOT BANK LTD.  
 -7 JABOTINSKY ST  
 -RAMAT-GAN IL  
 BNF=I[REDACTED]  
 -DEMOMAN INTL 2002 LTD  
 [REDACTED]  
 -MODIIN 7179048 ISRAEL  
 -|IL  
 DFA=3|||||

## MESSAGE HISTORY SEQUENCE

-----  
 102 is the owning bank. Priority:

REF INDEX REF #: [REDACTED] 30-JUL-2020 14:07:32.40  
 LOB IN SEQ #: 1331 30-JUL-2020 14:07:32.40 Info: \*FTR

[REDACTED]  
 Memo: External system reference: 000I-20200730-54

LOB\_MAPQ DEQ

\*SYS MEMO \*AUTOTRIEVE VLD V name & address - DBT Acct. D

\*SYS MEMO

\*CVD:--- DVD:90 PSD:--- SSD:--- DBD:1 CBD:1

LOB\_SENDREF KEY: 000I-20200730-54

NOF\_ACC\_NDX KEY: [REDACTED]

Memo: DBT

\* BEGIN DESTINATION \*DST(1), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED] AMOUNT: 120000.00 USD

OPRID: \$\$\$CMS

Memo: (EXC) Field edits failed

\* END DESTINATION

INTL DFAEXCQ DEQ

Memo: Field edits failed

\*SYS MEMO

\*AUTOTRIEVE VLD V name & address - DBT Acct. D

\*SYS MEMO

\*AUTOTRIEVE VLD V name & address - CDT Acct. G

SYS MEMO

\*CVD:--- DVD:90 PSD:--- SSD:99 DBD:1 CBD:1

EXCEPTN\_LOG

OPRID: C36537 TIME: 30-JUL-2020 14:09:54.92

\*GL\_INQ\_CDT

\*ADR\_MSG\_QUE

TEXT: [REDACTED]

Memo: CDT/5591

\* BEGIN DESTINATION \*DST(2), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED] AMOUNT: 120000.00 USD

OPRID: C36537

\* END DESTINATION

INTL DFAVFYQ DEQ

INTL FTRVFY\_LOG

OPRID: D13025 TIME: 30-JUL-2020 14:11:49.28

\*SYS MEMO

Stop\_Check msg routed to EXTERNAL STOP SERVER 30-JUL

-2020 14:11:49.29

\*SYS MEMO

\*MRSTOP/\*MR/RVY/ /N/D13025

\* BEGIN DESTINATION \*DST(3), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED]

AMOUNT: 120000.00 USD

OPRID: D13025

Memo: (OFC)

\* END DESTINATION

ACT\_OUTQ

DEQ

ACT\_PNDDLQVQ

DEQ

ACT1\_SRF

KEY: [REDACTED]

ACT1\_OUT

SEQ #: 859893 30-JUL-2020 14:11:50.00 Info:

F

ACT1\_SND

SEQ #: 859893 30-JUL-2020 14:11:50.00 Info:

F

ACT1\_ACK

SEQ #: 859893 30-JUL-2020 14:11:50.09 Info:

+

ACT1\_RCV

SEQ #: 305 30-JUL-2020 14:11:57.03

\*SYS\_MEMO

WLF ReturnCode : 0; WLF HitFlag : true; ePay Fraud

ReturnCode : 0; ePay fraud

\*SYS\_MEMO

HitFlag : false

\*SYS\_MEMO

0----IINFO: Processed Wire Message TRN

[REDACTED] at 02:11PM on 30 July 20

ACT1\_RCV

SEQ #: 348 30-JUL-2020 14:13:04.36

\*SYS\_MEMO

Alert Type : WireOFACInt1; Alert Status : Released;

Transaction Status :

\*SYS\_MEMO

Released; Actimize Message : 0 Alert Types Held, 2

Alert Types Released, 0 Alert

\*SYS\_MEMO

Types Blocked

\*SYS\_MEMO

0----PINFO: Transaction status from Actimize for Wire

[REDACTED] at 02:13

\* BEGIN DESTINATION \*DST(4), DLV STATE: Q

RTE: /

DST: ENQ////////

Queue: 102//RGW\_OUTQ

RGW\_OUTQ

TEXT: [REDACTED]

AMOUNT: 120000.00 USD

OPRID: D13025

\* END DESTINATION

LOB\_DDA\_AUTQ DEQ

DDA\_PDM\_01

SEQ #: 15159 30-JUL-2020 14:13:22.06 Info: PD

DDA\_POST\_01

SEQ #: 15159 30-JUL-2020 14:13:22.12 Info: PD

Memo: Dbt posted - tc: [REDACTED]

||

PAYADVQ

DEQ

PAYADV\_LOG

OPRID: \$\$\$PAY TIME: 30-JUL-2020 14:13:22.15

\*NOF\_BAL

SAM\_DBT AMOUNT: 120000.00 USD

SYSPRFBAL

PRF\_DDA\_DBT AMOUNT: 120000.00 USD

\*GL

SAM\_CDT AMOUNT: 120000.00 USD

SYSPRFBAL

PRF\_GL\_CDT AMOUNT: 120000.00 USD

\* BEGIN DESTINATION \*DST(5) ROUTE:BOFAUS3N, DLV STATE: D

RTE: [REDACTED]

**Angela Still**

---

**From:** Eva, Jean  
**Sent:** Wednesday, May 13, 2026 4:03 PM  
**To:** Joyner, Jeff  
**Subject:** Parker Wire Info  
**Attachments:** GMP\_Wire Info\_2020-6-1\_ \$143,000.00.pdf; Parker\_Wire Info\_2020-7-1 \$120,000.00.pdf; Parker\_Wire Info\_2020-7-30 \$120,000.00 (1).pdf

**Jean A. Eva**  
**Banking Officer**  
**Commercial Client Specialist II /Truist**  
33 Bull Street Suite 320 Savannah, GA 31401  
Mailcode 811-16-03-20  
Office: 912-790-3379 / Mobile: 912-210-0066  
[jean.eva@truist.com](mailto:jean.eva@truist.com)

*BB&T and SunTrust are now Truist*



For routine banking questions or services, please contact our Business Care Center at 1-866-476-1460. Experienced teammates will be able to assist you with wire transfer inquiries, stop payments, deposit errors, fund transfers, address changes, loan balance inquiries, payment histories and loan research requests. Their hours of operation are from 8AM – 7PM, Monday – Friday.

**Angela Still**

---

**From:** Jones, Amy  
**Sent:** Tuesday, August 4, 2020 12:04 PM  
**To:** Brian Prevatt  
**Cc:** Greg Parker  
**Subject:** RE: Greg Personal Wire Confirmation #secure# [-Restricted-]

Data Classification: [-Restricted-]

Hi Brian,

The wire confirmation details from last Thursday are below. I just looked at the transactions from and I see the wire. If you will please provide these details to the receiving party and let me know how the respond.

Wire Case ID: [REDACTED]  
 Date and Time of Request: 7/30/2020 10:59 AM  
 Wire Amount (\$): 120,000.00  
 Debit Account No: [REDACTED]  
 Beneficiary Account Number: [REDACTED]  
 Reference #: [REDACTED]

Thanks,

**BB&T WEALTH**

*Amy Mulkey Jones, FPQPTM*

Wealth Client Specialist

Georgia

NMLS # 826655

T: 770.785.5665 | E: [AMJones@bbandt.com](mailto:AMJones@bbandt.com)

This message is intended only for the addressee.

**Wealth Solutions Center is available Monday through Friday from 7 a.m. - 7 p.m. EST at 1-800-388-3085**

Trust and investment management services are provided by Branch Banking & Trust Company. Other investment solutions are offered by BB&T Investments and BB&T Scott & Stringfellow, divisions of BB&T Securities, LLC, member FINRA/SIPC. BB&T Securities, LLC, is a wholly owned, nonbank subsidiary of BB&T Corporation. Securities and insurance products or annuities sold, offered or recommended by BB&T Securities, LLC or BB&T Trust Divisions are not a deposit, not FDIC insured, not guaranteed by a bank, not insured by any federal government agency and, may go down in value.

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Additionally, instructions having financial consequences such as trade orders, funds transfer, etc., should not be included in your email communications to us as we cannot act on such instructions received by email.

For a list of full disclosures relating to BB&T Scott & Stringfellow and this communication, please click

<http://bbtscottstringfellow.com/aboutus/disclosures>,

Sterling Advisors click [www.bbtsecurities.com/disclosures](http://www.bbtsecurities.com/disclosures),

BB&T Capital Markets click <http://www.bbtcapitalmarkets.com/capmarkets/disclosures.page>,

BB&T Investments click <https://www.bbt.com/investing/investment-options/default.page>.

If you no longer wish to receive commercial messages from BB&T Securities through electronic means, please email [donotemailcommercial@bbtsecurities.com](mailto:donotemailcommercial@bbtsecurities.com) with the word "stop" in the subject line.

From: Brian Prevatt <bprevatt@parkersav.com>  
Sent: Tuesday, August 04, 2020 11:33 AM  
To: Jones, Amy <AMJones@BBandT.com>  
Cc: Greg Parker <gparker@parkersav.com>  
Subject: Greg Personal Wire Confirmation

Amy,

Do you have any visibility into the \$120K International wire Greg sent last Thursday? The receiving party does not have the funds yet.

Thanks,  
Brian

**Brian J. Prevatt, CPA**  
*Chief Financial Officer*  
**The Parker Companies**  
(912) 687-3753 Mobile  
[bprevatt@parkersav.com](mailto:bprevatt@parkersav.com)

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## NEXSEN | PRUET

**Cheryl D. Shoun**  
Member  
Admitted in SC

January 31, 2022

**VIA ELECTRONIC MAIL**

Inquiry Agency, LLC  
Attn: Registered Agent, Sara Capelli  
1330 Song Sparrow Way  
Hanahan, SC 29410

Re: Subpoena issued in C/A 2019-CP-25-00111

Dear Ms. Capelli:

We appreciate being asked to represent you, at the expense of Greg Parker ("Parker"), in connection with the above-referenced case. As you may know, our firm also represents Parker's, Jason D'Cruz, Greg Parker, and Blake Greco (the "Clients") in connection with litigation that is related to the above-referenced lawsuit. This letter confirms our undertaking to represent you and the terms of our engagement.

Austin

Charleston

Charlotte

Columbia

Greensboro

Greenville

Bluffton / Hilton Head

Myrtle Beach

Raleigh

**Clients and Scope.** Our representation of you and Inquiry Agency, LLC is solely in connection with the subpoena issued to you in the above-referenced case. Our engagement will not extend to other entities outside of you and Inquiry Agency, LLC in this lawsuit and will not extend to representation outside of the issues raised by the subpoena unless we have a clear written agreement otherwise.

**General Terms of Engagement.**

We will consider the engagement at an end upon the submission of our final statement to Parker for services rendered in this matter or if we terminate the representation consistent with the South Carolina Rules of Professional Conduct. You have the right to end our representation of you at any time, for any reason.

Because we believe that Parker's interests and your interests in this case are identical, or nearly so, we believe that we can represent both parties. As noted above, Parker agrees to pay all our fees and expenses. If you have any questions about this arrangement, we encourage you to consult with another lawyer of your choice about it and this letter agreement.

205 King Street  
Suite 400 (29401)  
PO Box 486  
Charleston, SC 29402  
www.nexsenpruet.com

T (843) 720-1762  
F 843.414.8238  
E CShoun@nexsenpruet.com  
Nexsen Pruet, PLLC  
Attorneys and Counselors at Law

Inquiry Agency, LLC  
January 31, 2022  
Page 2

As a general matter, communications between an individual client and his/her counsel are privileged and confidential. Consistent with that, any communications you have had or will have with us about this case should be held by you in the strictest confidence. However, in a joint representation, such as this case, it is necessary for our firm to keep all of its related clients fully informed of the facts that are material to their defense. This letter confirms your agreement that there will be no confidences among Parker, the Clients, and/or yourself concerning the work our firm does for you. In other words, if our firm receives relevant information from or about you that we believe relates to our work in this case, we shall have your permission to share any such information with the Clients in this case as necessary.

We do not believe any conflict of interest between Parker and you now exists. Neither do we believe that any such conflict is likely to arise during the course of our representation. In the unlikely event that an unforeseen conflict does arise, however, this will confirm your agreement that our firm can withdraw as your counsel and continue as counsel to Parker and the Clients. Moreover, you agree that, in such circumstances, our firm shall be permitted to use information (including confidential information) obtained from you to represent Parker and the Clients.

It is the philosophy of our firm to render our clients prompt, efficient legal services consistent with the highest standards of legal excellence and to keep our clients at all times fully and completely informed as to the status of each matter. To this end, we will send all correspondence about the case to the address listed above unless directed by you to do otherwise.

If this letter acceptably sets out basic terms of our engagement, please execute in the space provided below and return a color copy to me at your first opportunity. If you have questions at any time about this letter or the status of the case, please do not hesitate to contact me.

Inquiry Agency, LLC

January 31, 2022

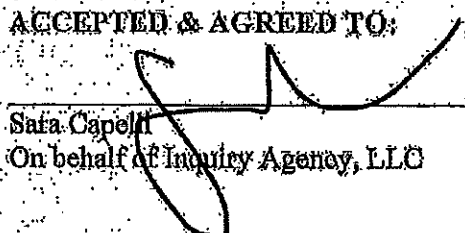
Page 3

Sincerely,



Cheryl Shoun  
Member

ACCEPTED & AGREED TO:



Sara Capelli  
On behalf of Inquiry Agency, LLC

November 11, 2025

**VIA PROCESS SERVER**

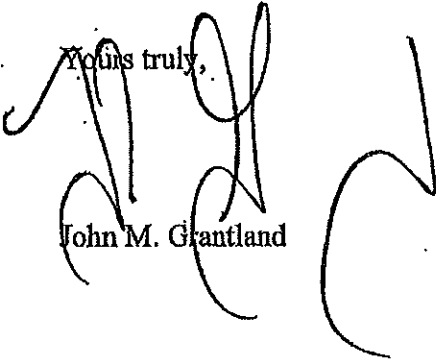
Gregg Roman  
144 N Narberth Ave, Appt 442  
Narberth, PA 19072

Re: Beach, Renee, et al v. Parker, Gregory et al  
Civil Action No.: 2021-CP-25-00392  
Claim No.: CP2107161  
Our File No.: 1352-0005

Dear Mr Roman:

Enclosed please find a subpoena for the taking of your deposition with regard to the above-referenced case, which I am serving upon you by mail. Please note that your deposition will take place on Thursday, December 11, 2025, beginning at 10:00 a.m., at the law offices of Chartwell Law, 130 N. 18<sup>th</sup> Street, Suite 1200, Philadelphia, Pennsylvania, 19103. Also enclosed is a courtesy copy of your deposition notice.

Yours truly,

  
John M. Grantland

JMG/rld  
Enclosure

cc: Mark B. Tinsley, Esquire  
John S. Nichols, Esquire  
Roberts Tabor Vaux, Jr., Esquire  
Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Deborah B. Barbier, Esquire

# STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF HAMPTON

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten, Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC, Defendants.

SUBPOENA IN A CIVIL CASE

Case Number: 2021-CP-25-00392

Pending in Hampton County

TO: Gregg Roman, 144 N Narberth Ave, Appt 442, Narberth, PA 19072

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

Chartwell Law  
130 N. 18<sup>th</sup> Street, Suite 1200  
Philadelphia PA 19103

Thursday, December 11, 2025  
10:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(e)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature  
Indicate if Attorney for Plaintiff or Defendant

Nov. 11, 2025  
Date

John M. Grantland, Esquire  
Print Name

Attorney's Address and Telephone Number:  
Attorney for Defendants: Fratoddi, Rosado, and PISG LLC  
4406B Forest Drive, Columbia, SC 29206, 803-782-4100

Clerk of Court/Issuing Officer's Signature  
Pro Se Litigant's Name, Address and Telephone Number:

Date

Print Name

## PROOF OF SERVICE

|           |                   |                                                                                                                       |
|-----------|-------------------|-----------------------------------------------------------------------------------------------------------------------|
| SERVED    | DATE<br>PLACE     | FEES AND MILEAGE TENDERED TO WITNESS<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$ |
| SERVED ON | MANNER OF SERVICE |                                                                                                                       |
| SERVED BY | TITLE             |                                                                                                                       |

## DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on \_\_\_\_\_

SIGNATURE OF SERVER

Murphy & Grantland, PA, PO Box 6648, Columbia SC 29260  
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

- i. fails to allow reasonable time for compliance; or
- ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
- iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
- iv. subjects a person to undue burden.

(B) If a subpoena:

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC,

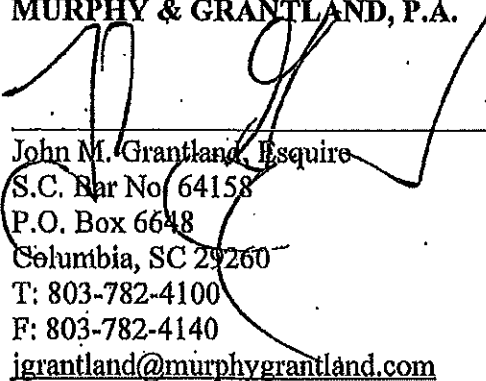
Defendants.

**NOTICE OF DEPOSITION  
OF GREGG ROMAN**

**TO: MARK B. TINSLEY, ESQUIRE, R. TABOR VAUX, JR., ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR PLAINTIFFS, AND TO THE PLAINTIFFS ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, will take the deposition of Gregg Roman at the offices of Chartwell Law, 130 N. 18th Street, Suite 1200, Philadelphia, Pennsylvania, 19103, on Thursday, December 11, 2025, at 10:00 a.m., upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof. You are hereby notified, and you are further invited to attend and participate.

*(signature on following page)*

**MURPHY & GRANTLAND, P.A.**

John M. Grantland, Esquire  
S.C. Bar No. 64158  
P.O. Box 6648  
Columbia, SC 29260  
T: 803-782-4100  
F: 803-782-4140  
[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)

*Attorneys for Defendants Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC*

Columbia, South Carolina  
November 11, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco,  
Jason D'Cruz, Vicky Ward, Max Fratoddi,  
Henry Rosado, and Private Investigation  
Services Group, LLC,

Defendants.

**CERTIFICATE OF SERVICE**

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., attorneys for Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, do hereby certify that I have served a copy of the foregoing, **Notice of Deposition of Gregg Roman**, in connection with the above-referenced case by e-mailing and mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Mark B. Tinsley, Esquire  
Gooding & Gooding, P.A.  
Post Office Box 1000  
Allendale, SC 29810  
[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)

John S. Nichols, Esquire  
Bluestein Thompson Sullivan, LLC  
Post Office Box 7965  
Columbia, SC 29202  
[john@bluesteinattorneys.com](mailto:john@bluesteinattorneys.com)

Roberts "Tabor" Vaux, Jr., Esquire  
Vaux, Marscher, Berglind, PA  
Post Office Box 769  
Bluffton, SC 29910  
[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)

Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Maynard Nexsen, P.C.  
1230 Main Street, Suite 700  
Columbia SC 29201  
[mmore@maynardnexsen.com](mailto:mmore@maynardnexsen.com)  
[rricard@maynardnexsen.com](mailto:rricard@maynardnexsen.com)

Deborah B. Barbier, Esquire  
Deborah B. Barbier, LLC  
1811 Pickens Street  
Columbia, SC 29201  
[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)



Renee L. Dillon

Columbia, South Carolina  
November 11, 2025



John M. Grantland  
Phone: (803) 454-1237  
jgrantland@murphygrantland.com

November 11, 2025

**VIA CERTIFIED MAIL -**  
**RETURN RECEIPT REQUESTED**

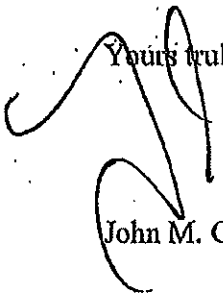
Edward T. Fenno, Esquire.  
Fenno Law Firm, LLC  
1470 Ben Sawyer Blvd.  
Suite D-13  
Mount Pleasant, SC 29464

Re: Beach, Renee, et al' v. Parker, Gregory et al  
Civil Action No.: 2021-CP-25-00392  
Claim No.: CP2107161  
Our File No.: 1352-0005

Dear Edward:

Enclosed please find a subpoena for the taking of Ms. Ward's deposition with regard to the above-referenced case, which I am serving upon you by certified mail. We have rescheduled Ms. Ward's deposition for Wednesday, December 10, 2025, at your office in Mount Pleasant. I have also enclosed a courtesy copy of Ms. Ward's amended deposition notice.

Yours truly,

  
John M. Grantland

JMG/rld  
Enclosure

cc: Mark B. Tinsley, Esquire  
John S. Nichols, Esquire  
Roberts Tabor Vaux, Jr., Esquire  
Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Deborah B. Barbier, Esquire

# STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF HAMPTON

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten, Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc,  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC, Defendants.

SUBPOENA IN A CIVIL CASE  
Case Number: 2021-CP-25-00392

Pending in Hampton County

TO: Vicky Ward, c/o Edward T. Fenno, Esquire, Fenno Law Firm  
1470 Ben Sawyer Blvd., Suite D-13, Mount Pleasant, SC 29464

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

|                    |               |
|--------------------|---------------|
| PLACE OF TESTIMONY | COURTROOM     |
|                    | DATE AND TIME |

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case:

|                                                                                                       |                                                             |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| PLACE OF DEPOSITION<br>Fenno Law Firm<br>1470 Ben Sawyer Blvd., Suite D-13<br>Mount Pleasant SC 29464 | DATE AND TIME<br>Wednesday, December 10, 2025<br>10:00 a.m. |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

|       |               |
|-------|---------------|
| PLACE | DATE AND TIME |
|-------|---------------|

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below:

|          |               |
|----------|---------------|
| PREMISES | DATE AND TIME |
|----------|---------------|

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(e)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

|                                                                                                                                                                                                                                                        |                       |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------|
| Attorney/Issuing Officer's Signature<br>Indicate if Attorney for Plaintiff or Defendant<br>Attorney's Address and Telephone Number:<br>Attorney for Defendants Fratoddi, Rosado, and PISG LLC<br>4406-B Forest Drive, Columbia, SC 29206, 803-782-4100 | Nov. 11, 2025<br>Date | John M. Grantland, Esquire<br>Print Name |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------|

|                                                                                                     |      |            |
|-----------------------------------------------------------------------------------------------------|------|------------|
| Clerk of Court/Issuing Officer's Signature<br>Pro Se Litigant's Name, Address and Telephone Number: | Date | Print Name |
|-----------------------------------------------------------------------------------------------------|------|------------|

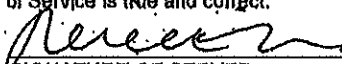
## PROOF OF SERVICE

|           |                                                                                              |                                                                                                                       |
|-----------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| SERVED    | DATE November 11, 2025<br>PLACE 1470 Ben Sawyer Blvd., Suite D-13<br>Mount Pleasant SC 29464 | FEES AND MILEAGE TENDERED TO WITNESS<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$ |
| SERVED ON | Vicky Ward c/o Edward T. Fenno, Esquire, Fenno Law Firm                                      | MANNER OF SERVICE Certified Mail                                                                                      |
| SERVED BY | Renee L. Dillon                                                                              | TITLE Legal Assistant                                                                                                 |

## DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 11/11/25

  
SIGNATURE OF SERVER

Murphy & Grantland, PA, PO Box 6648, Columbia SC 29260  
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

**(c) Protection of Persons Subject to Subpoenas.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

- i. fails to allow reasonable time for compliance; or
- ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
- iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
- iv. subjects a person to undue burden.

**(B) If a subpoena:**

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC,

Defendants.

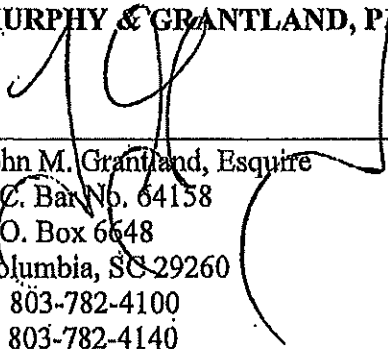
**AMENDED NOTICE OF DEPOSITION  
OF VICKY WARD**

**TO: MARK B. TINSLEY, ESQUIRE, R. TABOR VAUX, JR., ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR PLAINTIFFS, AND TO THE PLAINTIFFS ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, will take the deposition of Vicky Ward at the Fenno Law Firm, LLC, 1470 Ben Sawyer Blvd., Suite D-13, Mount Pleasant, South Carolina, 29464, on Wednesday, December 10, 2025, at 10:00 a.m., upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof. You are hereby notified, and you are further invited to attend and participate.

*(signature on following page)*

MURPHY & GRANTLAND, P/A.



---

John M. Grantland, Esquire  
S.C. Bar No. 64158  
P.O. Box 6648  
Columbia, SC 29260  
T: 803-782-4100  
F: 803-782-4140  
[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)

*Attorneys for Defendants Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC*

Columbia, South Carolina  
November 11, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco,  
Jason D'Cruz, Vicky Ward, Max Fratoddi,  
Henry Rosado, and Private Investigation  
Services Group, LLC,

Defendants.

**CERTIFICATE OF SERVICE**

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., attorneys for Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, do hereby certify that I have served a copy of the foregoing, **Amended Notice of Deposition of Vicky Ward**, in connection with the above-referenced case by e-mailing and mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Mark B. Tinsley, Esquire  
Gooding & Gooding, P.A.  
Post Office Box 1000  
Allendale, SC 29810  
[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)

John S. Nichols, Esquire  
Bluestein Thompson Sullivan, LLC  
Post Office Box 7965  
Columbia, SC 29202  
[john@bluesteinattorneys.com](mailto:john@bluesteinattorneys.com)

Roberts "Tabor" Vaux, Jr., Esquire  
Vaux, Marscher, Berglind, PA  
Post Office Box 769  
Bluffton, SC 29910  
[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)

Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Maynard Nexsen, P.C.  
1230 Main Street, Suite 700  
Columbia SC 29201  
[mmore@maynardnexsen.com](mailto:mmore@maynardnexsen.com)  
[rricard@maynardnexsen.com](mailto:rricard@maynardnexsen.com)

Deborah B. Barbier, Esquire  
Deborah B. Barbier, LLC  
1811 Pickens Street  
Columbia, SC 29201  
[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)

  
\_\_\_\_\_  
Renee L. Dillon

Columbia, South Carolina  
November 11, 2025

November 11, 2025

**VIA CERTIFIED MAIL -**  
**RETURN RECEIPT REQUESTED**

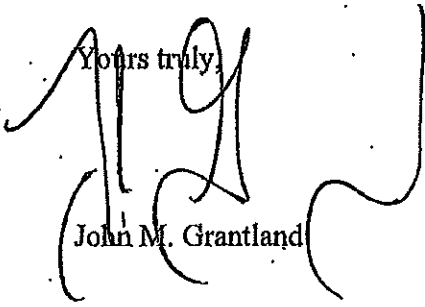
Sarah Capelli  
1330 Song Sparrow Road  
Hanahan SC 29410

Re: Beach, Renee, et al v. Parker, Gregory et al  
Civil Action No.: 2021-CP-25-00392  
Claim No.: CP2107161  
Our File No.: 1352-0005

Dear Ms. Capelli:

Enclosed please find a subpoena for the taking of your deposition with regard to the above-referenced case, which I am serving upon you by mail. Please note that your deposition will take place on Tuesday, December 9, 2025, beginning at 10:00 a.m. at the law offices of Maynard Nexsen, P.C., 205 King Street, Suite #400, Charleston, South Carolina, 29401. Also enclosed is a courtesy copy of your deposition notice.

Yours truly,

  
(John M. Grantland)

JMG/rld

Enclosure

cc: Mark B. Tinsley, Esquire  
John S. Nichols, Esquire  
Roberts Tabor Vaux, Jr., Esquire  
Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Deborah B. Barbier, Esquire

**STATE OF SOUTH CAROLINA**

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF HAMPTON

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten, Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC, Defendants.

SUBPOENA IN A CIVIL CASE

Case Number: 2021-CP-25-00392

Pending in Hampton County

TO: Sarah Capelli, 1330 Song Sparrow Rd., Hanahan SC 29410

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

Maynard Nexsen, P.C.  
205 King Street, Suite #400  
Charleston SC 29401Tuesday, December 9, 2025  
10:00 a.m.☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature

Nov. 11, 2025  
DateJohn M. Grantland, Esquire  
Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number:

Attorney for Defendants Fratoddi, Rosado, and PISG LLC  
4406-B Forest Drive, Columbia, SC 29206, 803-782-4100

Clerk of Court/Issuing Officer's Signature

Date

Print Name

Pro Se Litigant's Name, Address and Telephone Number:

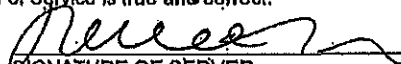
## PROOF OF SERVICE

|                           |                                                                             |                                                                                                                       |
|---------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| SERVED                    | DATE November 11, 2025<br>PLACE 1330 Song Sparrow Road<br>Hanahan, SC 29410 | FEES AND MILEAGE TENDERED TO WITNESS<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$ |
| SERVED ON Sarah Capelli   | MANNER OF SERVICE Certified Mail                                            |                                                                                                                       |
| SERVED BY Renee L. Dillon | TITLE Legal Assistant                                                       |                                                                                                                       |

## DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 11/11/25

  
SIGNATURE OF SERVER

Murphy & Grantland, PA, PO Box 6648, Columbia SC 29260  
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

**(c) Protection of Persons Subject to Subpoenas.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

- i. fails to allow reasonable time for compliance; or
- ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
- iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
- iv. subjects a person to undue burden.

**(B) If a subpoena:**

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco, Jason  
D'Cruz, Vicky Ward, Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC,

Defendants.

**NOTICE OF DEPOSITION  
OF SARAH CAPELLI**

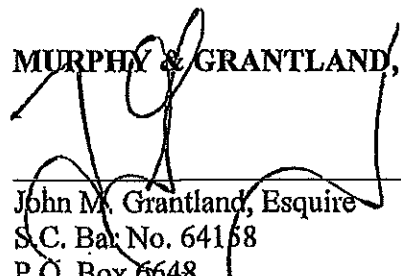
**TO: MARK B. TINSLEY, ESQUIRE, R. TABOR VAUX, JR., ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR PLAINTIFFS, AND TO THE PLAINTIFFS ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, will take the deposition of Sarah Capelli at the offices of Maynard Nexsen, P.C., 205 King Street, Suite #400, Charleston, South Carolina, 29401, on Tuesday, December 9, 2025, at 10:00 a.m., upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

**You are hereby notified, and you are further invited to attend and participate.**

*(signature on following page)*

MURPHY & GRANTLAND, P.A.

  
John M. Grantland, Esquire  
S.C. Bar No. 64168  
P.O. Box 6648  
Columbia, SC 29260  
T: 803-782-4100  
F: 803-782-4140  
[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)

*Attorneys for Defendants Max Fratoddi, Henry  
Rosado, and Private Investigation Services  
Group, LLC*

Columbia, South Carolina  
November 11, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

CIVIL ACTION NO: 2021-CP-25-00392

Renee S. Beach, Phillip Beach, Robin Beach,  
Savannah Tuten, and Seth Tuten,

Plaintiffs,

v.

Gregory M. Parker, Gregory M. Parker, Inc.  
d/b/a Parker's Corporation, Blake Greco,  
Jason D'Cruz, Vicky Ward, Max Fratoddi,  
Henry Rosado, and Private Investigation  
Services Group, LLC,

Defendants.

### CERTIFICATE OF SERVICE

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., attorneys for Defendants Max Fratoddi, Henry Rosado, and Private Investigation Services Group, LLC, do hereby certify that I have served a copy of the foregoing, **Notice of Deposition of Sarah Capelli**, in connection with the above-referenced case by e-mailing and mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Mark B. Tinsley, Esquire  
Gooding & Gooding, P.A.  
Post Office Box 1000  
Allendale, SC 29810  
[mark@goodingandgooding.com](mailto:mark@goodingandgooding.com)

John S. Nichols, Esquire  
Bluestein Thompson Sullivan, LLC  
Post Office Box 7965  
Columbia, SC 29202  
[john@bluesteinattorneys.com](mailto:john@bluesteinattorneys.com)

Roberts "Tabor" Vaux, Jr., Esquire  
Vaux, Marscher, Berglind, PA  
Post Office Box 769  
Bluffton, SC 29910  
[tabor.vaux@vmblawfirm.com](mailto:tabor.vaux@vmblawfirm.com)

Mark C. Moore, Esquire  
Rhett D. Ricard, Esquire  
Maynard Nexsen, P.C.  
1230 Main Street, Suite 700  
Columbia SC 29201  
[mmore@maynardnexsen.com](mailto:mmore@maynardnexsen.com)  
[rricard@maynardnexsen.com](mailto:rricard@maynardnexsen.com)

Deborah B. Barbier, Esquire  
Deborah B. Barbier, LLC  
1811 Pickens Street  
Columbia, SC 29201  
[dbb@deborahbarbier.com](mailto:dbb@deborahbarbier.com)

  
\_\_\_\_\_  
Renee L. Dillon

Columbia, South Carolina  
November 11, 2025

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**Important:****ONLINE REPORT**

This is NOT a CONSUMER REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

**Comprehensive Report****Comprehensive Report**

Date: 06/05/2020

Reference ID: NONE

**Report Legend****D** - Deceased Person**Relatives**

**S** > - 1<sup>st</sup> Degree of Separation  
**S** >> - 2<sup>nd</sup> Degree of Separation  
**S** >>> - 3<sup>rd</sup> Degree of Separation

**Subject Information**

(Best information for Subject)

Name: DANIEL DEWITT HALL (04/01/1983 to 03/02/2020)

Name: DANIEL DEWILL HALL (08/01/2012 to 03/01/2020)

Name: DANIEL F HALL (08/11/1999 to 10/06/2014)

Date of Birth: [REDACTED], Born 65 years ago

Gender: Male

SSN: [REDACTED] Issued in SOUTH CAROLINA between 1969-1970

**Other Names Associated with Subject**

None found

**Other DOBs Associated with Subject**

None found

**Possible Phones Associated with Subject:**

(803) 684-9705 (ET) (Mobile) (86%)  
 (803) 628-3020 (ET) (LandLine) (88%)  
 (803) 627-0024 (ET) (Mobile) (16%)

**Indicators**

Bankruptcies: No

Liens: No

Judgments: No

Corporate Affiliations: No

Criminal/Traffic: Yes

Global Watch Lists Match: No

Email Addresses Associated with Subject

dan.d.hall@gmail.com

Other Individuals Observed with shared SSN: No  
 no

**Potential Subject Photos (None Found)****Possible Criminal Records (4 Found)**

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

Name: DANIEL DEWITT HALL  
 DOB: [REDACTED], Born 65 Years Ago  
 Address: 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 Gender: M  
 Ethnicity: WHITE  
 Is Sex Offender: No  
 Source Name: YORK COUNTY SUMMARY COURT  
 Source State: SC

**Match Indicators**

First Name: O Exact Match  
 Middle Name: O Exact Match  
 Last Name: O Exact Match  
 Date Of Birth: O Exact Match  
 Age: O Exact Match  
 Address: O Exact Match  
 Height: X Not Available On Record  
 Ethnicity: X Not Available On Record

**Crime Details - 11/16/2009 - YORK, SC**

OffenseDescription1: TRAFFIC / SPEEDING, 10 MPH OR LESS  
 OVER THE SPEED LIMIT  
 Case Number: E221953  
 Crime County: YORK  
 Status: DISPOSED  
 Crime Type: TRAFFIC

Charges Filed Date: 11/16/2009

Case Type: TRAFFIC

Disposition: FORFEITURE / CRIMINAL TRAFFIC

Disposition Date: 01/12/2010

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

Name: DANIEL D HALL  
 DOB: [REDACTED], Born 65 Years Ago  
 Address: 1711 FILBERT HWY # SC, YORK, SC 29745-8766 (YORK COUNTY)  
 Gender: M  
 Ethnicity: WHITE  
 Is Sex Offender: No  
 Source Name: SOUTH CAROLINA YORK COUNTY SUMMARY COURT  
 Source State: SC

**Match Indicators**

First Name: O Exact Match  
 Middle Name: X Not Matched  
 Last Name: O Exact Match  
 Date Of Birth: O Exact Match  
 Age: O Exact Match  
 Address: O Exact Match  
 Height: X Not Available On Record  
 Ethnicity: X Not Available On Record

**Crime Details - 10/19/2006 - SOUTH CAROLINA YORK YORK, SC**

OffenseDescription1: WILDLIFE / TAKE, ATTEMPT, POSSESS,  
 KILL DEER IN GAME ZONES 1, 2, 4 AND WILDLIFE  
 MANAGEMENT AREAS  
 Case Number: 661489  
 Crime County: SOUTH CAROLINA YORK YORK  
 Status: DISPOSED  
 Crime Type: MISDEMEANOR  
 Classification: MISDEMEANOR  
 OffenseCode: 1766

Charges Filed Date: 10/19/2006

Case Type: MISDEMEANOR U

Court: YORK COUNTY YORK/BETHESDA MAGISTRATE

Disposition: GUILTY

Disposition Date: 06/22/2007

**Crime Details - 10/19/2006 - YORK, SC**

OffenseDescription1: 1766 - WILDLIFE / TAKE, ATTEMPT,  
 POSSESS, KILL DEER IN GAME ZONES 1, 2, 4 AND WILDLIFE  
 MANAGEMENT AREAS  
 Case Number: 661489HALDAN  
 Crime County: YORK

Charges Filed Date: 10/19/2006

Case Type: CRIMINAL

Disposition: GUILTY BENCH TRIAL

Disposition Date: 06/22/2007

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as Independent verification of anything displayed on this system.**

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> DANIEL F HALL<br><b>DOB:</b> [REDACTED], Born 39 Years Ago<br><b>Address:</b> 1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK COUNTY)<br><b>Gender:</b> M<br><b>Ethnicity:</b> WHITE<br><b>Is Sex Offender:</b> No<br><b>Source Name:</b> BERKELEY COUNTY CIRCUIT COURT<br><b>Source State:</b> SC | <b>Match Indicators</b><br><b>First Name:</b> <input type="radio"/> Exact Match<br><b>Middle Name:</b> <input type="radio"/> Exact Match<br><b>Last Name:</b> <input type="radio"/> Exact Match<br><b>Date Of Birth:</b> <input checked="" type="radio"/> Not Matched<br><b>Age:</b> <input checked="" type="radio"/> Not Matched<br><b>Address:</b> <input type="radio"/> Exact Match<br><b>Height:</b> <input checked="" type="radio"/> Not Available On Record<br><b>Ethnicity:</b> <input checked="" type="radio"/> Not Available On Record |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Crime Details - 03/01/2001 - BERKELEY, SC

|                                                                                                                                                                                       |                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OffenseDescription1:</b> SPEEDING UP TO 10 MPH OVER 79/70<br><b>Case Number:</b> X877269<br><b>Crime County:</b> BERKELEY<br><b>Status:</b> DISPOSED<br><b>Crime Type:</b> TRAFFIC | <b>Charges Filed Date:</b> 03/01/2001<br><b>Case Type:</b> TRAFFIC<br><b>Disposition:</b> GUILTY BENCH TRIAL<br><b>Arrest Date:</b> 02/14/2001<br><b>Disposition Date:</b> 03/22/2001 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as Independent verification of anything displayed on this system.**

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> DANIEL DEWITT HALL<br><b>DOB:</b> 1954, Born 66 Years Ago<br><b>Address:</b> 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)<br><b>Gender:</b> M<br><b>Ethnicity:</b> WHITE<br><b>Is Sex Offender:</b> No<br><b>Source Name:</b> SOUTH CAROLINA SUMTER COUNTY SUMMARY COURT<br><b>Source State:</b> SC | <b>Match Indicators</b><br><b>First Name:</b> <input type="radio"/> Exact Match<br><b>Middle Name:</b> <input type="radio"/> Exact Match<br><b>Last Name:</b> <input type="radio"/> Exact Match<br><b>Date Of Birth:</b> <input type="radio"/> Marginally Matched<br><b>Age:</b> <input type="radio"/> Close Match<br><b>Address:</b> <input type="radio"/> Exact Match<br><b>Height:</b> <input checked="" type="radio"/> Not Available On Record<br><b>Ethnicity:</b> <input checked="" type="radio"/> Not Available On Record |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Crime Details - 07/18/2016 - SOUTH CAROLINA SUMTER|SUMTER, SC

|                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OffenseDescription1:</b> TRAFFIC / SPEEDING, 10 MPH OR LESS OVER THE SPEED LIMIT<br><b>Case Number:</b> 5102P0385497<br><b>Crime County:</b> SOUTH CAROLINA SUMTER SUMTER<br><b>Status:</b> DISPOSED<br><b>Crime Type:</b> TRAFFIC<br><b>Classification:</b> TRAFFIC<br><b>OffenseCode:</b> 2100 | <b>Charges Filed Date:</b> 07/18/2016<br><b>Case Type:</b> TRAFFIC<br><b>Court:</b> SUMTER MAGISTRATE<br><b>Disposition:</b> FORFEITURE / CRIMINAL TRAFFIC<br><b>Disposition Date:</b> 08/08/2016 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Possible Employers (None Found)**

**Address Summary (5 Found)**

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY) (07/2004 to 06/05/2020)  
PO BOX 1711, YORK, SC 29745-0670 (YORK COUNTY) (04/1983 to 07/2004)  
1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK COUNTY) (11/1979 to 06/2001)  
PO BOX 706, YORK, SC 29745-0706 (YORK COUNTY) (03/1991 to 06/1998)  
RR 1 BOX 160H, YORK, SC 29745 (YORK COUNTY)

**Cities History (1 Found)**

YORK, SC (YORK COUNTY) (11/1979 to 06/05/2020)

**Counties History (1 Found)**

YORK, SC (11/1979 to 06/05/2020)

**Driver's License Information (None Found)****Utilities (1 Found)**

Name: DANIEL D HALL [ View Person Record ]  
SSN: [REDACTED]-XXXX  
Issued: SOUTH CAROLINA 1969-1970

First Seen by Utilities: 07/28/2011  
Date Reported: 05/31/2007

Billing Address: 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

**Professional Affiliations (2 Found)**

Website: [http://www.ncbar.com/members/member\\_detail.asp?Nav=2&callID=2&ID=15892](http://www.ncbar.com/members/member_detail.asp?Nav=2&callID=2&ID=15892)

**Professional Licenses (2 Found)**

DANIEL HALL  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Phone: 8036283020  
License Type: LAWYER  
License Number: 15892  
License State: NC  
License Status: ACTIVE  
Issue Date: 08/19/1988

Job Functions: LAWYER

DANIEL HALL

DOB: [REDACTED]

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

Phone: 8036283020

DAN.D.HALL@GMAIL.COM

License Type: LAWYER

License Number: 15892

License State: NC

License Status: ACTIVE

Issue Date: 08/19/1988

Job Functions: LAWYER

**Bankruptcy Records (None Found)****Liens (None Found)****Judgments (None Found)****Current Property Deeds (None Found)****Past Property Deeds (5 Found)**

Purchase Date: N/A

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

APN: 287-00-00-022

APN Sequence Number: 001

Date Subject Last Seen as Owner: 2019

Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A

Legal Description: OFF HWY 321

Land Square Feet: 158,994

**Latest Tax Roll/Assessment Information**

Tax Year: 2018

Tax Amount: \$1,017.88

Assessed Year: 2019

Assessed Value: \$148,283

Book: 696

Page: 271

Total Value: \$171,900

Land Value: \$32,900

Improvement Value: \$139,000

**Most Current Ownership Information**

Owner: DANIEL D HALL

Owner: CATHLEEN M HALL

Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766  
(YORK COUNTY)

Seller: RECORD OWNER

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

Absentee Indicator: Owner Occupied

Universal Land Use: Single Family Residence

Property Indicator: Single Family Residence

Mortgage Information not available

|                                                      |
|------------------------------------------------------|
| Residential Model Indicator: Property is Residential |
|------------------------------------------------------|

**Purchase Date: N/A**

COLUMBIA, SC 29201 (YORK COUNTY)  
APN: 287-00-00-024  
APN Sequence Number: 001  
Date Subject Last Seen as Owner: 2019  
Legal Description: OFF HWY 321  
Land Square Feet: 404,872

Latest Tax Roll/Assessment Information

Tax Year: 2018  
Tax Amount: \$9.55  
Assessed Year: 2019  
Assessed Value: \$588  
Book: 625  
Page: 32  
Total Value: \$55,700  
Land Value: \$55,700

**Most Current Ownership Information**

|                                                                                                                                                                                                                                                                                                                    |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Owner: DANIEL D HALL<br>Owner: CATHLEEN M HALL<br>Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766<br>(YORK COUNTY)<br>Seller: RECORD OWNER<br>COLUMBIA, SC 29201 (YORK COUNTY)<br>Universal Land Use: Farms<br>Property Indicator: Agricultural<br>Residential Model Indicator: Property is Not Residential | Mortgage Information not available |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|

**Purchase Date: N/A**

COLUMBIA, SC 29201 (YORK COUNTY)  
APN: 287-00-00-025  
APN Sequence Number: 001  
Date Subject Last Seen as Owner: 2019  
Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
Legal Description: 14.40 AC / OFF HWY 321  
Land Square Feet: 627,264

Latest Tax Roll/Assessment Information

Tax Year: 2018  
Tax Amount: \$18.70  
Assessed Year: 2019  
Assessed Value: \$1,166  
Book: 895  
Page: 322  
Total Value: \$86,400  
Land Value: \$86,400

**Most Current Ownership Information**

|                                                                                                                                                                                                                                                                                                                    |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Owner: DANIEL D HALL<br>Owner: CATHLEEN M HALL<br>Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766<br>(YORK COUNTY)<br>Seller: RECORD OWNER<br>COLUMBIA, SC 29201 (YORK COUNTY)<br>Universal Land Use: Farms<br>Property Indicator: Agricultural<br>Residential Model Indicator: Property is Not Residential | Mortgage Information not available |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|

**Purchase Date: 10/08/2013**

1699 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)

Latest Tax Roll/Assessment Information

COLUMBIA, SC 29201 (YORK COUNTY)  
 APN: 288-00-00-027  
 APN Sequence Number: 001  
 Date Subject First Seen as Owner: 10/08/2013  
 Date Subject Last Seen as Owner: 2019  
 Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
 Legal Description: HWY 321  
 Land Square Feet: 1,655,280

Tax Year: 2018  
 Tax Amount: \$25.86  
 Assessed Year: 2019  
 Assessed Value: \$1,634  
 Sale Date: 10/08/2013  
 Book: 674  
 Page: 1062  
 Total Value: \$228,000  
 Land Value: \$228,000

## Most Current Ownership Information - 10/08/2013

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Owner: DANIEL D HALL<br>Owner: CATHLEEN M HALL<br>Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)<br>Seller: RECORD OWNER<br>Seller: JOHN Q HALL<br>1699 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)<br>COLUMBIA, SC 29201 (YORK COUNTY)<br>Owner Ownership Rights: Joint Tenant<br>Sale Date: 10/08/2013<br>Absentee Indicator: Absentee(Mail And Situs Not =)<br>Deed Sec Cat: Interfamily Transfer, Resale<br>Universal Land Use: Farms<br>Property Indicator: Agricultural<br>Inter Family: Yes<br>Resale New Construction: Resale<br>Residential Model Indicator: Property Is Not Residential | Mortgage Information not available |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|

## Previous Ownership Information

|                                                                                                                                                                                                                                                                                           |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Owner: JOHN QUINN HALL<br>Mailing Address: 2220 HIGHWAY 161 S, YORK, SC 29745-9203 (YORK COUNTY)<br>Seller: RECORD OWNER<br>COLUMBIA, SC 29201 (YORK COUNTY)<br>Universal Land Use: Farms<br>Property Indicator: Agricultural<br>Residential Model Indicator: Property Is Not Residential | Mortgage Information not available |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|

## Purchase Date: 06/01/2010

1721 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 COLUMBIA, SC 29201 (YORK COUNTY)  
 APN: 287-00-00-057  
 APN Sequence Number: 001  
 Date Subject First Seen as Owner: 06/01/2010  
 Date Subject Last Seen as Owner: 2019  
 Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
 Legal Description: 1 AC / OFF FILBERT HWY/HWY 321  
 Land Square Feet: 43,560

## Latest Tax Roll/Assessment Information

Tax Year: 2018  
 Tax Amount: \$951.87  
 Assessed Year: 2019  
 Assessed Value: \$139,000  
 Sale Date: 11/30/2010  
 Total Value: \$139,000  
 Land Value: \$15,000  
 Improvement Value: \$124,000

## Most Current Ownership Information - 06/01/2010

|  |  |
|--|--|
|  |  |
|--|--|

Owner: DANIEL F HALL  
 Owner: KELLY P HALL  
 Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 Seller: HALL DANIEL D & CATHLEEN M  
 1721 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 COLUMBIA, SC 29201 (YORK COUNTY)  
 Owner Relationship Type: Husband/Wife  
 Sale Date: 06/01/2010  
 Absentee Indicator: Owner Occupied  
 Deed Sec Cat: Residential (Modeled)  
 Universal Land Use: Single Family Residence  
 Property Indicator: Single Family Residence  
 Inter Family: Yes  
 Resale New Construction: Resale  
 Residential Model Indicator: Based On Zip Code and Value  
 Property Is Residential

Mortgage

Lender: SUNTRUST MTG INC Mortgage Amount: \$140,000  
 Mortgage Loan Type: Conventional  
 Mortgage Deed Type: Mortgage  
 Mortgage Term: 30 Years  
 Mortgage Date: 11/30/2010  
 Mortgage Due Date: 12/01/2040  
 Mlg Sec Cat: CNV, Fixed, Refinance, Conforming  
 Refl Flag: Loan to Value Is More Than 50%

Mortgage

Lender: SUNTRUST MTG INC Mortgage Amount: \$140,000  
 Mortgage Loan Type: Conventional  
 Mortgage Deed Type: Mortgage  
 Mortgage Term: 30 Years  
 Mortgage Date: 11/30/2010  
 Mortgage Due Date: 12/01/2040  
 Mlg Sec Cat: CNV, Fixed, Refinance, Conforming  
 Refl Flag: Loan to Value Is More Than 50%

Mortgage

Lender: BANK OF YORK Mortgage Amount: \$156,000  
 Mortgage Deed Type: Mortgage  
 Mortgage Term: 1 Years  
 Mortgage Date: 06/25/2010  
 Mortgage Due Date: 12/25/2010  
 Mlg Sec Cat: Fixed, Construction Loan, Refinance  
 Construction Loan: Yes  
 Refl Flag: Loan to Value Is More Than 50%

Mortgage

No Mortgage

## Property Foreclosures (None Found)

## Evictions (None Found)

## Current Vehicle Information (3 Found)

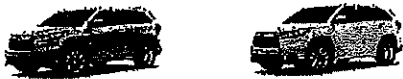
Registered: N/A

2016 TOYOTA -Series: LE -Model: HIGHLANDER  
 VIN: 5TDZKRFFH6GS186315  
 Body Style: SUV -Vehicle Type: S  
 Weight: 4244 lbs -Length: 191.1"  
 Color: Unknown  
 Most Current Tag #: SC MBZ141 Valid from: (02/07/2019 to 03/15/2022)

Doors: 4  
 MSRP: \$32,015  
 Plant: PRINCETON, INDIANA  
 Restraint Type: DRIVER AND PASSENGER FRONT AIRBAGS, SIDE AIRBAGS, DRIVER KNEE AIRBAGS, ALL-ROW SIDE CURTAIN AIRBAGS W/ ROLLOVER SENSOR, AND PASSENGER AIRBAG DEACTIVATION.  
 Gross Vehicle Weight Range: 5001-6000  
 Gross Vehicle Weight Rating: 5840

Def Docs Produced 0329

Height: 68.1 - 70.1  
Width: 75.8  
Wheel Base: 109.8  
Wheel Dimensions: 18.0 X 7.5  
Max Payload: 1455  
Drive Type: FWD  
Fuel: GAS 19.2 Gallon  
Engine: 3.5L V6 NATURALLY ASPIRATED  
Transmission: 6 Speed AUTOMATIC

**Most Current Owner/Registrant/Lien Information - 02/07/2019 to 03/15/2022****Title Holders**

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
DANIEL DEWITT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 772060380035267  
State Titled In: SC  
Original Title Date: 03/11/2019  
Title Transfer Date: 03/11/2019

**Lien Holders**

None Found

**Lessors**

None Found

**Title Holders**

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 772060380035267  
State Titled In: SC

**Lien Holders**

None Found

**Lessors**

None Found

**Registrant**

DANIEL DEWITT HALL  
Registered: 02/07/2019 to 03/15/2022

**Registrant**

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
Registered: 02/07/2019 to 03/15/2022  
DOB: **12/1952**, Born 67 years ago

**Addresses Registered to While owned by CATHLEEN MCCREIGHT HALL**

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(02/07/2019 to 03/05/2020)

**Registrant**

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
Registered: 02/07/2019 to 03/15/2022  
DOB: **12/1952**, Born 67 years ago

**Addresses Registered to While owned by CATHLEEN MCCREIGHT HALL**

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(02/07/2019 to 03/05/2020)

**Vehicle Tag History**

License Plate: SC MBZ141 Valid from: (02/07/2019 to 03/15/2022)

**Previous Owner/Registrant/Lien Information - 01/27/2017 to 08/15/2020****Title Holders**

STEVEN RALPH CASTO [ View Person Record ]  
5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325  
(LANCASTER COUNTY)  
Title Number: 770290351683690  
State Titled In: SC

**Registrant**

STEVEN RALPH CASTO [ View Person Record ]  
Registered: 01/27/2017 to 08/15/2020

**Addresses Registered to While owned by STEVEN RALPH CASTO**

5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325

Original Title Date: 10/17/2018  
Title Transfer Date: 10/17/2018

Lien Holders

WORLD OMNI FINANCIAL

Lessor

None Found

Title Holders

STEVEN RALPH CASTO [ View Person Record ]  
139 DOLPHIN DR, RAEFORD, NC 28376-5431 (HOKE COUNTY)  
Title Number: 77122116328867X  
State Titled In: NC  
Original Title Date: 11/23/2016  
Title Transfer Date: 11/23/2016

Lien Holders

WORLD OMNI FINANCIAL

Lessor

None Found

Title Holders

STEVEN RALPH CASTO [ View Person Record ]  
5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325  
(LANCASTER COUNTY)  
Title Number: 770290351683690  
State Titled In: SC

Lien Holders

None Found

Lessor

None Found

(LANCASTER COUNTY) (08/08/2018)  
198 SNIPE CT, RAEFORD, NC 28376-9028 (HOKE COUNTY)  
(11/06/2017)  
139 DOLPHIN DR, RAEFORD, NC 28376-5431 (HOKE COUNTY)  
(01/27/2017 to 02/06/2017)

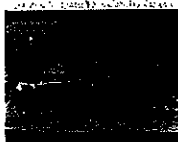
Vehicle Tag History

License Plate: SC 2841MN Valid from: (08/08/2018 to 08/16/2020)  
License Plate: NC PD5263 Valid from: (02/06/2017 to 11/30/2018)  
License Plate: NC EBN2997 Valid from: (01/27/2017 to 11/30/2017)

Registered: 01/06/2017 to 01/15/2022

2005 TOYOTA -Series: LIMITED -Model: SEQUOIA  
VIN: 5TDZT38A05S260499  
Body Style: SUV -Vehicle Type: 8  
Weight: 3470 lbs -Length: 203.9"  
Color: Unknown  
Most Current Tag #: SC LWH948 Valid from: (01/06/2017 to 01/15/2022)

Doors: 4  
MSRP: \$42,170  
Plant: PRINCETON, INDIANA  
Gross Vehicle Weight Rating: 6500  
Height: 75.8  
Width: 78  
Wheel Base: 118.1  
Wheel Dimensions: 17.0  
Max Payload: 1400  
Drive Type: RWD  
Fuel: GAS 28 Gallon  
Engine: 4.7L V8 NATURALLY ASPIRATED  
Transmission: 5 Speed AUTOMATIC



## Most Current Owner/Registrant/Lien Information - 01/06/2017 to 01/15/2022

Title Holders

None Found

Registrant

DANIEL DEWITT HALL [ View Person Record ]

Registered: 01/06/2017 to 01/15/2022

Addresses Registered to While owned by DANIEL DEWITT HALL

1711 FILBERT HWY, YORK, SC 29745-0766 (YORK COUNTY)

(01/06/2017 to 01/22/2020)

Registrant

DANIEL DEWITT HALL [ View Person Record ]

Registered: 01/06/2017 to 01/15/2022

Addresses Registered to While owned by DANIEL DEWITT HALL

1711 FILBERT HWY, YORK, SC 29745-0766 (YORK COUNTY)

(01/06/2017 to 01/22/2020)

Vehicle Tag History

License Plate: SC LWH948 Valid from: (01/06/2017 to 01/15/2022)

## Previous Owner/Registrant/Lien Information - 11/30/2005 to 01/15/2017

Title Holders

CHARLES R MCCREIGHT [ View Person Record ]

725 LEWIS RD, SUMTER, SC 29154-6201 (SUMTER COUNTY)

DOB: 10/1926, Born 93 years ago

Title Number: 770430162205762

State Titled In: SC

Original Title Date: 12/06/2005

Title Transfer Date: 12/05/2005

Registrant

CHARLES R MCCREIGHT [ View Person Record ]

Registered: 11/30/2005 to 01/15/2017

DOB: 10/1926, Born 93 years ago

Addresses Registered to While owned by CHARLES RMCCREIGHT

725 LEWIS RD, SUMTER, SC 29154-6201 (SUMTER COUNTY)

(11/30/2005 to 01/21/2015)

Vehicle Tag History

License Plate: SC CZY755 Valid from: (01/28/2009 to 01/15/2017)

Previous License Plate: SC 344BBM

License Plate: SC 344BBM Valid from: (11/30/2005 to 01/15/2009)

Lien Holders

None Found

Lessors

None Found

Registered: 01/12/2018 to 11/15/2021

1997 TOYOTA -Series: XTRACAB -Model: TACOMA

VIN: 4TAWM72N6VZ241317

Body Style: PICKUP -Vehicle Type: 8

Weight: 3345 lbs -Length: 199"

Color: Unknown

Most Current Tag #: SC PHM716 Valid from: (01/12/2018 to 11/15/2021)

Doors: 2

MSRP: \$18,990

Plant: FREMONT, CALIFORNIA

Restraint Type: DRIVER AIRBAG, ACTIVE BELTS

Gross Vehicle Weight Range: 5001-6000

Gross Vehicle Weight Rating: 5104

Height: 66.9

Width: 66.5

Wheel Base: 121.9

Wheel Dimensions: 15.0

Max Payload: 1759

Drive Type: 4WD

Fuel: GAS 18 Gallon

Engine: 2.7L INLINE4 NATURALLY ASPIRATED



**Most Current Owner/Registrant/Lien Information - 01/12/2018 to 11/15/2021****Title Holders**

DANIEL DEWITT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 770440341237475  
State Titled In: SC  
Original Title Date: 01/15/2018  
Title Transfer Date: 01/15/2018

**Lien Holders**

None Found

**Lessors**

None Found

**Title Holders**

DANIEL DEWITT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 770440341237475  
State Titled In: SC

**Lien Holders**

None Found

**Lessors**

None Found

**Registrant**

DANIEL DEWITT HALL [ View Person Record ]  
Registered: 01/12/2018 to 11/15/2021

**Addresses Registered to While owned by DANIEL DEWITT HALL**

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(01/12/2018 to 10/30/2019)

**Registrant**

DANIEL DEWITT HALL [ View Person Record ]  
Registered: 01/12/2018 to 11/15/2021

**Addresses Registered to While owned by DANIEL DEWITT HALL**

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(01/12/2018 to 10/30/2019)

**Vehicle Tag History**

License Plate: SC PHM716 Valid from: (01/12/2018 to 11/15/2021)

**Previous Owner/Registrant/Lien Information - 10/27/2017 to 10/15/2019****Title Holders**

JACKIE LEE QUEEN JR [ View Person Record ]  
410 W OLD LIMESTONE RD, YORK, SC 29745-8387 (YORK COUNTY)  
Title Number: 770460337091919  
State Titled In: SC  
Original Title Date: 10/30/2017  
Title Transfer Date: 10/30/2017

**Lien Holders**

None Found

**Lessors**

None Found

**Title Holders**

JACKIE LEE QUEEN JR [ View Person Record ]  
410 W OLD LIMESTONE RD, YORK, SC 29745-8387 (YORK COUNTY)  
Title Number: 770460337091919  
State Titled In: SC

**Lien Holders**

None Found

**Lessors**

None Found

**Registrant**

JACKIE LEE QUEEN JR [ View Person Record ]  
Registered: 10/27/2017 to 10/15/2019

**Addresses Registered to While owned by JACKIE LEE QUEEN JR**

410 W OLD LIMESTONE RD, YORK, SC 29745-8387 (YORK COUNTY) (10/27/2017)

**Registrant**

JACKIE LEE QUEEN JR [ View Person Record ]  
Registered: 10/27/2017 to 10/15/2019

**Addresses Registered to While owned by JACKIE LEE QUEEN JR**

410 W OLD LIMESTONE RD, YORK, SC 29745-8387 (YORK COUNTY) (10/27/2017)

**Vehicle Tag History**

License Plate: SC 9820LQ Valid from: (10/27/2017 to 10/15/2019)

## Previous Owner/Registrant/Lien Information - 05/12/2016 to 05/15/2018

Title Holders

JOEL WAYNE CHILDERS [ View Person Record ]  
5 ROSS CANNON ST, YORK, SC 29745-1341 (YORK COUNTY)  
Title Number: 770460312441054  
State Titled In: SC  
Original Title Date: 05/13/2016  
Title Transfer Date: 05/13/2016

Registrant

JOEL WAYNE CHILDERS [ View Person Record ]  
Registered: 05/12/2016 to 05/15/2018

Addresses Registered to While owned by JOEL WAYNE CHILDERS

5 ROSS CANNON ST, YORK, SC 29745-1341 (YORK COUNTY)  
(05/12/2016 to 05/05/2017)

Lien Holders

None Found

Vehicle Tag History

License Plate: SC 3401JJ Valid from: (05/12/2016 to 05/15/2018)

Lessors

None Found

## Previous Owner/Registrant/Lien Information - 07/03/2002 to 05/15/2015

Title Holders

None Found

Registrant

SCOTT DOUGLAS TAYLOR [ View Person Record ]  
Registered: 07/03/2002 to 05/15/2015  
DOB: [REDACTED], Born 48 years ago

Addresses Registered to While owned by SCOTT DOUGLAS TAYLOR

1775 BRIDLE CT, YORK, SC 29745-8907 (YORK COUNTY)  
(04/20/2011 to 05/06/2014)  
1320 RABBIT RUN RD, YORK, SC 29745-8703 (YORK COUNTY)  
(07/03/2002 to 04/21/2010)

Vehicle Tag History

License Plate: SC EKA595 Valid from: (04/23/2009 to 05/15/2015)  
Previous License Plate: SC 498CKF  
License Plate: SC 498CKF Valid from: (07/03/2002 to 05/15/2009)

## Previous Owner/Registrant/Lien Information - 05/07/2001 to 05/15/2003

Title Holders

None Found

Registrant

JOSEPH STRAIN [ View Person Record ]  
Registered: 05/07/2001 to 05/15/2003  
DOB: [REDACTED] Born 63 years ago

Addresses Registered to While owned by JOSEPH STRAIN

397 FREEDOM TRL, ROEBUCK, SC 29376-3334 (SPARTANBURG COUNTY) (05/07/2001)

Vehicle Tag History

License Plate: SC 654MBL Valid from: (05/07/2001 to 05/15/2003)

## Previous Owner/Registrant/Lien Information - 12/05/1997 to 12/15/2000

Title Holders

None Found

Registrant

SCOTT BARKER [ View Person Record ]  
Registered: 12/05/1997 to 12/15/2000

Def Docs Produced 0334

Addresses Registered to While owned by SCOTT BARKER  
116 ARROWOOD LN, LAURENS, SC 29360-2201 (LAURENS  
COUNTY) (11/16/2000)  
LAURENS, SC 29360 (LAURENS COUNTY) (12/05/1997 to  
12/18/1998)

Vehicle Tag History  
License Plate: SC 778GVE Valid from: (12/18/1998 to 12/15/2000)  
Previous License Plate: SC VGX640  
License Plate: SC VGX640 Valid from: (12/05/1997 to 12/15/1998)

**FL Accidents (None Found)**

**Global Watch Lists (None Found)**

**US Business Affiliations (None Found)**

**UCC Filings (None Found)**

**US Corporate Affiliations (None Found)**

**Aircraft Records (None Found)**

**Pilot Licenses (None Found)**

**Voter Registrations (2 Found)**

Name: DANIEL D HALL  
Address: 1711N US HIGHWAY 321 S, YORK, SC 29745 (YORK COUNTY)  
Date of Registration: 11/06/1979  
DOB: [REDACTED] (65)  
Party: Not Specified  
Gender: Male

Name: DANIEL D HALL  
Address: 1711 US HIGHWAY 321 S, YORK, SC 29745 (YORK COUNTY)  
Date of Registration: 11/06/1979

Def Docs Produced 0335

DOB: [REDACTED] (65)  
Party: Not Specified  
Gender: Male

### Hunting Permits (None Found)

### Weapon Permits (None Found)

### Possible Relatives - Summary (14 Found)

- > CATHLEEN MCCREIGHT HALL [REDACTED] Age: 67
- > AMY CLAIRE SMITH [REDACTED] Age: 40
- > EMILY CANDACE ROTHERHAM [REDACTED] Age: 30
- > KELLY P HALL [REDACTED] Age: 38
- > KATHY MINOR HALL [REDACTED] Age: 54
- > KATHLEEN CLAIRE HALL [REDACTED] Age: 67
- > JOHN QUINN HALL [REDACTED] Age: 67
- > ELIZABETH ROBESON HALL [REDACTED] Age: 42
- > DANIEL F HALL [REDACTED] Age: 39
- > CHARLES DEWITT HALL [REDACTED] Age: 41
- > CALLIE LOUISE HALL [REDACTED] Age: 38
- > BRADLEY RUSSELL HALL [REDACTED] Age: 53
- > REBECCA JEAN HAGOPIAN [REDACTED] Age: 37
- > MARGARET HALL AUSTIN [REDACTED] Age: 33

### Likely Associates - Summary (1 Found)

MASTIN MATTHEWS ROBESON 04/1954 Age: 66

### Possible Associates - Summary (9 Found)

ANITA B FEEMSTER [REDACTED] Age: 63  
MICHAEL LYNN WILSON [REDACTED] Age: 63  
CHRISTOPHER KEVIN RHYMER [REDACTED] Age: 44  
**D** RICHARD DANIEL WEST [REDACTED] Age: 74 Died at (69)

DOROTHY D DARBY [REDACTED] Age: 50  
DOROTHY C DARBY [REDACTED] Age: 50  
DONNIE DARBY [REDACTED] Age: 46  
PATRICK MICHAEL DUCEY [REDACTED] Age: 65  
BENJAMIN SAMUEL ROTHERHAM [REDACTED] Age: 32

### Neighbor Phones (5 Found)

Neighbors' Phones for 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)( 07/2004 to 06/06/2020)

1717 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

(803) 684-0123 (ET)- MOSS, SCOTT  
SCOTT MOSS [ View Person Record ] Age: 55

1690 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)  
(803) 684-4945 (ET)- HALL, ROBERT M  
ROBERT M HALL [ View Person Record ] Age: 62

1690 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)  
(803) 818-5492 (ET)- TEMPLETON, C  
**D** C TEMPLETON [ View Person Record ] Age: 97 Died at (94)

1809 FILBERT HWY, YORK, SC 29745-8767 (YORK COUNTY)  
(803) 684-0309 (ET)- HARGETT, JAMES  
JAMES HARGETT [ View Person Record ] Age: 65

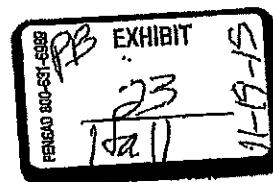
1501 FILBERT HWY, YORK, SC 29745-8764 (YORK COUNTY)  
(803) 684-3496 (ET)- BIGGERS, LOUISE  
LOUISE BIGGERS [ View Person Record ] Age: 85

**JUDICIAL MERIT SELECTION COMMISSION  
PERSONAL DATA QUESTIONNAIRE**

Court, Position, and Seat # for which you are applying: Sixteenth Judicial Circuit, Seat 2

1. Name: The Honorable Daniel Dewitt Hall  
 Name that you are known by if different from above: Dan  
 Are you currently serving in some capacity as a judge? Yes-Resident Circuit Court Judge of the Sixteenth Judicial Circuit  
 Business Address: Moss Justice Center  
 1675-1J York Highway  
 York, SC 29745  
 Telephone Number: (office): 803-628-3048
2. Date of Birth: 1954  
 Place of Birth: York, SC
3. Are you a citizen of South Carolina? Yes  
 Have you been a resident of this state for at least the immediate past five years? Yes
5. Family Status: Married on February 26, 1977 to Cathleen McCreight Hall. Never divorced, four children.
6. Have you served in the military? No.
7. List each college and law school you attended, including the dates of your attendance, the degrees you received, and if you left an institution without receiving a degree, the reason for your departure.  
 (a) Clemson University 1972-1976-BS Animal Science;  
 (b) Campbell University School of Law-1985-1988 JD.
8. List the states in which you have been admitted to practice law and the year of each admission. Also list any states in which you took the bar exam but were never admitted to the practice of law. If you took the bar exam more than once in any of the states listed, please indicate the number of times you took the exam in each state.  
 SC-1988;  
 NC-1988.
9. List the significant activities in which you took part during your attendance at college, graduate, and law school. Give the dates you were involved in these activities and list any leadership positions you held.  
 (a) Clemson University Animal Science Club-1972-1976-President, Treasurer;  
 (b) Campbell University School of Law;  
 (c) Christian Legal Society-1985-1988-President, Vice-President;  
 (d) National Trial Team-Spring 1988;  
 (e) Member Law School Dean Search Committee-Spring 1988.
10. Describe your continuing legal or judicial education during the past five years.  

| <u>Conference/CLE Name:</u>              | <u>Dates</u>           |
|------------------------------------------|------------------------|
| (a) 2015-New Judges Orientation School   | July 8-10, 2015;       |
| (b) 2015-SC Circuit Judges Conference    | March 9-11, 2015;      |
| (c) 2014-SC Judicial Conference          | August 20-22, 2014;    |
| (d) 2013-SC Public Defender's Conference | September 23-25, 2013; |



- (e) 2012-SC Public Defender's Conference September 24-26, 2012;  
 (f) 2011-SC Public Defender's Conference September 26-28, 2011.
11. Have you taught law-related courses or lectured at bar association conferences, educational institutions, or continuing legal or judicial education programs?  
 No.
12. List all published books and articles you have written and give citations and the dates of publication for each.  
Clergy Confidentiality: "A Time to Speak and a Time to Be Silent," by Lynn Buzzard and Dan Hall, 1988 Christian Management Association.
13. List all courts in which you have been admitted to practice and list the dates of your admission. Give the same information for administrative bodies that require a special admission to practice.  
 (a) SC State Courts-November 16, 1988;  
 (b) NC State Courts-August 19, 1988.
14. Describe chronologically your legal experience since graduation from law school and include a list of all law firms with which you have been associated. Describe the general character of your practice and divide it into periods with dates if its character has changed over the years.  
 (a) Sixteenth Judicial Circuit Solicitor's Office, Assistant Solicitor, 1988-1990;  
 (b) Sole Practitioner, 1991-1999-General practice with focus on personal injury, worker's compensation and criminal defense;  
 (c) Sixteenth Judicial Circuit Solicitor's Office, Assistant Solicitor, 1999-June 2011;  
 (d) Sixteenth Judicial Circuit Public Defender's office, Assistant Public Defender, June 2011 to August 2014;  
 (e) Sixteenth Judicial Circuit Court Resident Judge-January 1, 2015-present.
15. Please answer the following (if you are a judge and are not seeking a different type of judgeship, this question is inapplicable):  
 (b) If you are a candidate for Circuit Court, please provide a brief written description of your experience in criminal matters, including any cases handled over the past five years and include a brief description of the issues involved. Further, please provide a brief written description of your experience in civil matters, including any cases handled over the past five years and include a brief description of the types of matters handled, issues involved, and procedural history. Please include information such as the primary areas in civil court in which you practice, whether you represent plaintiffs or defendants, or both. You may go back further than five years if you feel it would assist the Commission with its assessment of your experience. If you lack experience in an area, describe how your background has prepared you to preside over such matters as a Circuit Court Judge, or how you would compensate for your lack of experience in this area.  
 I have been a Circuit Court Judge since January 1, 2015, and have handled criminal and civil cases. I was an Assistant Public Defender and represented indigent defendants in General Sessions Court from 2011 to 2014. I was an Assistant Solicitor from 1999 to 2011. I have prosecuted and defended most every type of General Sessions' criminal cases. I have no experience in civil matters in the past five years. I was in private practice from 1991 to 1999 and had limited experience in the Court of Common Pleas. My practice included criminal defense, personal

injury, probate and some limited litigation in common pleas. I took and passed the NC and SC Bar exams during the same week in 1988. I believe that I have the intellectual ability to quickly develop the necessary skills to preside in common pleas court.

16. What is your rating, if any, by any legal rating organization, such as, Best Lawyers, Chambers, Legal 500, Martindale-Hubbell, Who's Who Legal, Super Lawyers, etc.? If you are currently a member of the judiciary, list your last available rating, if any.  
None.
23. Have you ever held judicial office? Describe the jurisdiction of each of the courts and note any limitations on the jurisdiction of each court.  
Yes.
  - (a) Resident Judge for Sixteenth Judicial Circuit-January 1, 2015 to Present. Elected;
  - (b) Municipal Judge – City of York, SC–Appointed by York City Council, January, 1993–May, 1999. Signed criminal warrants, set bonds and held preliminary hearings for General Sessions criminal matters occurring in the city limits. Presided over plea court, bench trials and jury trials for criminal or traffic charges in the City of York, in which the statutory penalty was no greater than 30 days in jail or the fine was not more than \$200.
24. If the answer to question 23 is yes, describe or list five of your most significant orders or opinions and give the citations if they were reported. Also list citations to any appellate review of these orders or opinions.
  - (a) Morningstar v. York County (2013-CP-46-246);
  - (b) City of Rock Hill v. Anthony Michael Ketchum (2015-CP-46-1587);
  - (c) State of SC v. Charles Todd Burns (2015-CP-46-00824);
  - (d) Jacqueline Rector v. Hallett James Bowen (2013-CP-23-3482);
  - (e) Travell L. Hill v. State of SC (2014-CP-23-0129).
25. Have you ever held public office other than judicial office? Also, state whether or not you have timely filed your report with the State Ethics Commission during the period you held public office.  
No.
26. List all employment you had while serving as a judge (whether full-time or part-time, contractual or at will, consulting or otherwise) other than elected judicial office. Specify your dates of employment, employer, major job responsibilities, and supervisor.  
Self-employed attorney–sole practitioner, 1991-1999. My position as York Municipal Judge required 8-10 hours per week of municipal court duties, in addition to my private practice.
27. Have you ever been an unsuccessful candidate for elective, judicial, or other public office?
  - (a) Republican Primary Candidate for Solicitor, Sixteenth Judicial Circuit–June, 1996;
  - (b) Candidate for Judge, Sixteenth Judicial Circuit Family Court, 1998–Withdrew;
  - (c) Candidate for Judge, Circuit Court At-Large, Seat 9, March, 2006–Qualified, but not nominated;
  - (d) Candidate for Judge, Circuit Court At-Large, Seat 6, January, 2009–Qualified and nominated, but withdrew prior to February election;
  - (e) Candidate for Judge, Circuit Court At-Large, Seat 8, January, 2010–Qualified, but not nominated;

- (f) Candidate for Judge, Circuit Court At-Large, Seat 9, January, 2011--Qualified and nominated, but withdrew prior to February election;
  - (g) Candidate for Judge, Circuit Court At-Large, Seat 16, January 2012--Qualified and nominated, but withdrew prior to February election.
28. Have you ever been engaged in any occupation, business, or profession other than the practice of law, teaching of law, or holding judicial or other public office?
- (a) Goodson Farms, Inc.--Turkey, NC, 1976-1978, Cattle Manager;
  - (b) Farmer's Meat Center--York, SC, 1978-1983, Meat Business Supervisor;
  - (c) York County Credit Bureau, Inc.--York, SC, 1983-1985, Owner and Manager.
29. Are you now an officer or director or involved in the management of any business enterprise? Explain the nature of the business, your duties, and the term of your service.
- No.
30. A complete, current financial net worth statement was provided to the Commission.
31. Describe any financial arrangements or business relationships you have, or have had in the past, that could constitute or result in a possible conflict of interest in the position you seek. Explain how you would resolve any potential conflict of interest.
- None.
32. Have you ever been arrested, charged, or held by federal, state, or other law enforcement authorities for violation or for suspicion of violation of any federal law or regulation, state law or regulation, or county or municipal law, regulation, or ordinance, or any other law, including another country's law?
- Yes--Hunting Deer over Bait. October 13, 2006. Found guilty at bench trial. Paid court costs.
33. Have you, to your knowledge, ever been under federal, state, or local investigation for possible violation of a criminal statute?
- No.
34. Has a tax lien or other collection procedure ever been instituted against you by federal, state, or local authorities? Have you ever defaulted on a student loan? Have you ever filed for bankruptcy?
- No.
35. Have you ever been sued, either personally or professionally, that is, have you ever been named as defendant or respondent in any court of law?
- Yes. During my employment as York Municipal Judge, I was named defendant in a federal lawsuit filed by a disgruntled criminal defendant. He named every elected official and judge in York County in the lawsuit.
37. Have you ever been investigated by the Department of Social Services? Has your name ever been enrolled on the Central Registry of Child Abuse and Neglect?
- No.
38. If you are in private practice, are you covered by malpractice insurance and, if so, how long have you carried malpractice insurance? If applicable, have you ever been covered by a tail policy? If so, please explain when you were covered by a tail policy. Also, if applicable, indicate your coverage and deductible for your current malpractice policy.
- N/A
39. Are you active on or a member of a social media or Internet site or have you, to your knowledge, been featured or depicted on a social media or Internet site, such as,

Facebook, LinkedIn, Twitter, etc.? If so, how would your use of social media or other similar types of Internet sites be affected if you were serving in a judicial capacity? Video of being attacked by a client in General Sessions' Court, October 2, 2012, which was widely circulated over many internet sites. I am not a member of any social media or internet sites.

40. Are you now or have you ever been employed as a "lobbyist," as defined by S.C. Code § 2-17-10(13), or have you acted in the capacity of a "lobbyist's principal," as defined by S.C. Code § 2-17-10(14)?  
No.
41. Since filing with the Commission your letter of intent to run for judicial office, have you accepted lodging, transportation, entertainment, food, meals, beverages, money, or any other thing of value as defined by S.C. Code § 2-17-10(1) from a lobbyist or lobbyist's principal?  
No.
42. S.C. Code § 8-13-700 provides, in part, that "[n]o public official, public member, or public employee may knowingly use his official office, membership, or employment to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated." Please detail any knowledge you have of any formal charges or informal allegations against you or any other candidate for violations of these provisions. Include the disposition, if any, of such charges or allegations.  
None.
43. S.C. Code § 8-13-765 provides, in part, that "[n]o person may use government personnel, equipment, materials, or an office building in an election campaign." Please detail any knowledge you have of any formal charges or informal allegations against you or any other candidate for violations of these provisions. Include the disposition, if any, of such charges or allegations.  
None.
44. Itemize (by amount, type, and date) all expenditures, other than those for travel and room and board, made by you, or on your behalf in furtherance of your candidacy for the position you seek.  
None.
45. List the amount and recipient of all contributions made by you or on your behalf to members of the General Assembly since the announcement of your intent to seek election to a judgeship.  
None.
46. Have you directly or indirectly requested the pledge of any member of the General Assembly as to your election for the position for which you are being screened? Have you received the assurance of any public official or public employee that they will seek the pledge of any member of the General Assembly as to your election for the position for which you are being screened?
47. Have you requested a friend or colleague to contact members of the General Assembly on your behalf? Are you aware of any friends or colleagues contacting members of the General Assembly on your behalf?  
No.
48. Have you or has anyone acting on your behalf solicited or collected funds to aid in the promotion of your candidacy?

No.

49. Have you or has anyone acting on your behalf contacted members of the Judicial Merit Selection Commission about your candidacy or intention to become a candidate?

No.

50. List all bar associations and professional organizations of which you are a member and give the titles and dates of any offices you have held in such groups.

- (a) York County Bar Association—Treasurer, 1992;
- (b) SC Bar Association;
- (c) NC Bar Association.

51. List all civic, charitable, educational, social, and fraternal organizations of which you are or have been a member during the past five years and include any offices held in such a group, any professional honors, awards, or other forms of recognition received and not listed elsewhere.

Filbert Presbyterian Church, Clerk of Session.

52. Provide any other information that may reflect positively or negatively on your candidacy, or which you believe should be disclosed in connection with consideration of you for nomination for the position you seek.

Having grown up in a rural environment learning farm work and land surveying from my father, I continued to do farm work, textile mill work and land surveying through high school and college. Prior to attending law school, I managed a cattle operation, worked in a meat processing business and operated a local credit reporting and collection business. In these years, I married my wife of now thirty-eight years, and we had three small children. Having read and seen the need for attorneys with integrity to fill the ranks of our justice system, I then made the decision to attend law school. I began law school as a thirty year-old father to three small children, and my wife and I had our fourth child during the law school years. I took and passed the SC and NC Bar exams in July, 1988.

Since my time as a lawyer, my family has now grown to four married children, their spouses and ten grandchildren. I have deeply enjoyed my work as a public servant, as a private attorney, municipal judge, as an assistant solicitor in the Sixteenth Judicial Circuit Solicitor's office and as assistant public defender in the Sixteenth Judicial Circuit Public Defender's office.

My life experiences give me a deep understanding and appreciation for people from all walks of life. I have been privileged to work with men and women from a broad variety of social and economic backgrounds. The courtrooms of this state belong to such people, and circuit court judges serve those as well as the professionals that conduct the business of the courts. I believe I am prepared and have the ability to serve as a circuit court judge with both common sense and experienced knowledge of the law. My commitment to justice and serving the common man has well suited me to be a circuit court judge. I would be honored to serve again.

53. List the names, addresses, and telephone numbers of five persons, including your banker, from whom references could be obtained.

- (a) Ken Cushman  
People's First Insurance  
466 Hood Center Drive  
Rock Hill, SC 29730  
(803) 517-0997

- (b) Robert Allison  
Agency Manager – Springs Insurance  
1250 Springlake Road  
York, SC 29745  
(803) 547-2003
  - (c) Kenneth Rodgers  
Former Chief Financial Officer  
Aaron Industries  
2398 Gordon Road  
Rock Hill, SC 29732  
(803) 684-9911
  - (d) Rev. H. Wallace Tinsley  
1399 Filbert Highway  
York, SC 29745  
(803) 684-3600
  - (e) Wachovia  
Clover Financial Center  
Attn: Parks Parrish  
203 Bethel Street  
Clover, SC 29710  
(803) 222-4571
54. Describe any interest you or a member of your immediate family has in real property:
- (a) in which there is a potential conflict of interest with your involvement in a South Carolina state or local public agency;
  - (b) in which there have been public improvements of \$200 or that adjoins property in which there have been public improvements of \$200; or
  - (c) which was sold, leased, or rented to a state or local public agency in South Carolina.
- None.
- List the interest you hold and the value and location of the property. Identify as applicable the:
- (a) nature of any potential conflict of interest;
  - (b) nature and value of any public improvements; and
  - (c) South Carolina state or local public agency which purchased or is leasing or renting such property.
- None.
55. Identify any personal property interest you or a member of your immediate family sold, leased, or rented to a South Carolina state or local public agency. Identify the property, its amount or value, and the name of the agency.
- None.

YOUR SIGNATURE WILL BE HELD TO CONSTITUTE A WAIVER OF THE CONFIDENTIALITY OF ANY PROCEEDING BEFORE A GRIEVANCE COMMITTEE OR ANY INFORMATION CONCERNING YOUR CREDIT.

I HEREBY CERTIFY THAT MY ANSWERS ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: s/Daniel Dewitt Hall

Date: August 3, 2015

REPRESENTATIVE CLEMMONS: Welcome Judge  
22 Hall.

23 JUDGE HALL: Good morning -- or afternoon.

24 REPRESENTATIVE CLEMMONS: Barely afternoon.

25 Ladies and gentlemen, we have before us the Honestly Daniel

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1 Dewitt Hall. He is serving on the Circuit Court 16th

2 Judicial Circuit, Seat 2.

3 Judge Hall, we are honored to have you with

4 us. Thank you for joining us.

5 JUDGE HALL: It's an honor to be here.

6 Thank you.

7 REPRESENTATIVE CLEMMONS: Thank you. Judge

8 Hall, to start things off, if you wouldn't mind, may I

9 swear you in? If you would raise your right hand.

10 WHEREUPON:

11 THE HONORABLE DANIEL DEWITT HALL, being duly

12 sworn and cautioned to speak the truth, the whole truth and

13 nothing but the truth, testifies as follows:

14 REPRESENTATIVE CLEMMONS: Judge, if you will

15 recall, you provided detailed responses to a number of

16 questions that were provided in your personal data

17 questionnaire. Could you please inform the Commission

18 whether or not those responses are still current and

19 correct? Or are they in need of any amendment at this

20 time?

21 JUDGE HALL: They are current and correct.

22 REPRESENTATIVE CLEMMONS: Thank you. Would

23 you have any objection to having that personal data

24 questionnaire included as a part of the record of your

25 testimony today?

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1 JUDGE HALL: No, I do not.

2 REPRESENTATIVE CLEMMONS: Are there any

3 objections?

4 (No response.)

5 REPRESENTATIVE CLEMMONS: Hearing none, so

6 ordered.

7 (EXHIBIT NO. 23 -- Judicial Merit Selection  
8 Commission Personal Data Questionnaire of Daniel  
9 Dewitt Hall dated August 3rd, 2015)  
10 REPRESENTATIVE CLEMMONS: Judge Hall, the  
11 Judicial Merit Selection Commission has thoroughly  
12 investigated your qualifications for the bench. Our  
13 inquiry has been focused on the nine evaluative criteria  
14 dictated by statute. As a result of that process, you are  
15 with us today.  
16 And there have been no affidavits filed in  
17 opposition to your election, and there are no witnesses  
18 present to testify other than yourself.  
19 If now you would kindly turn your attention  
20 to your screening attorney, and respond to any questions he  
21 may have.  
22 JUDGE HALL: Thank you.  
23 REPRESENTATIVE CLEMMONS: Thank you.  
24 MR. PEARCE: Good afternoon, Judge. You  
25 have before you a sworn statement you provided, with  
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1 detailed answers to over thirty questions. Are there any  
2 amendments you would like to make at this time?  
3 JUDGE HALL: No amendments.  
4 MR. PEARCE: Mr. Chairman, at this time I  
5 would ask that, that sworn statement be made an exhibit of  
6 the hearing record.  
7 REPRESENTATIVE CLEMMONS: Is there any  
8 objection?  
9 (No response.)  
10 REPRESENTATIVE CLEMMONS: Hearing none, so  
11 ordered.  
12 (EXHIBIT NO. 24 - Judicial Merit Selection  
13 Commission Sworn Statement of Daniel Dewitt Hall  
14 dated August 3rd, 2015)  
15 EXAMINATION BY MR. PEARCE:  
16 Q. Judge, after serving since January of this year  
17 on the circuit court, why do you want to continue serving  
18 as a judge?  
19 A. Well, after an extensive time as a judge, a total  
20 of about eleven months, I have thoroughly enjoyed it. It's  
21 been the -- if you look at my background, it's -- I've had

22 a lot of jobs. It's the -- it is the best job I've ever  
23 had.

24 Q. Judge, the Commission has received 177 ballot box  
25 surveys regarding you, with additional comment -- with four  
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1 additional comments to it. In the survey there were a  
2 number of positive comments, including comments that stated  
3 you were an excellent jurist, and an even better man. You  
4 had ideal patience that you were -- had all the  
5 qualifications to make an outstanding judge, and that you  
6 certainly should be reelected.

7 There was one comment that could be taken as a  
8 concern -- or it may just be a comment -- and that comment  
9 stated that the jury was still out, but they felt that you  
10 would be a good judge. Do you have any response to offer  
11 to that statement?

12 A. I think that's probably a pretty honest  
13 assessment of any judge who's only been a judge for eleven  
14 months: The jury is probably still out.

15 Q. I do have some housekeeping questions I need to  
16 ask you today, Judge, as well. Have you sought or received  
17 the pledge of any legislator prior to this date?

18 A. No.

19 Q. Have you sought or have you been offered a  
20 conditional pledge of support of any legislator, pending  
21 the outcome of your screening?

22 A. No.

23 Q. Have you asked any third parties to contact  
24 members of the General Assembly on your behalf?

25 A. No.

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1 Q. Are you aware of anyone attempting to intervene  
2 in any part of this process on your behalf?

3 A. No.

4 Q. Have you contacted any members of the Commission?

5 A. No.

6 Q. Do you understand that you are prohibited from  
7 seeking a pledge or a commitment until 48 hours after the

8 formal release of this Commission's report?

9 A. I understand that.

10 Q. Have you reviewed the Commission's guidelines  
11 regarding pledging?

12 A. I have.

13 Q. As a follow-up, are you aware of the penalties  
14 for violating the pledging rules; that it's a misdemeanor,  
15 and upon conviction any violator must be fined not more  
16 than a thousand dollars or imprisoned for not more than 90  
17 days?

18 A. I'm aware of the penalty.

19 MR. PEARCE: I would like to note, Mr.

20 Chairman and members of the Commission, that the Piedmont  
21 Citizens Committee reported that Judge Hall is qualified  
22 regarding constitutional qualifications, physical health  
23 and mental stability, and was well qualified in all other  
24 categories.

25 And they did provide in their report, the

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1 additional comment that, quote, "We have received a number  
2 of reports attesting to Judge Hall's diligence, courtesy,  
3 and ability during his relatively brief time on the bench  
4 so far. By all accounts, he is a fine circuit court  
5 judge."

6 I would just note for the record, too, Mr.

7 Chairman, that any concerns raised during the investigation  
8 regarding this candidate, have been incorporated into my  
9 questions today. And I don't have any further questions.

10 REPRESENTATIVE CLEMMONS: Thank you very  
11 much. Are there any questions by any member of the  
12 Commission? Ms. Wall?

13 JUDGE HALL: Yes, ma'am.

14 EXAMINATION BY MS. WALL:

15 Q. Judge Hall, as a new judge, how would you  
16 describe for us what you think is the appropriate judicial  
17 temperament? And do you attempt to apply that as a judge?

18 A. Well, as a practicing attorney in the court of  
19 law, I've often just wanted a judge to be nice to me and  
20 listen to my argument, and not embarrass me in front of my  
21 clients. And so I try to carry that same demeanor with the  
22 attorneys and parties that are in front of me.

23 Q. Thank you.

24 MS. WALL: Thank you, Mr. Chairman.

25 REPRESENTATIVE CLEMMONS: Thank you, Ms

Date Draft Report Issued: Thursday, January 14, 2016  
 Date and Time Final Report Issued: Noon, Tuesday, January 19, 2016

Judicial candidates are not free to seek or accept commitments until Tuesday, January 19, 2016, at Noon.

**Judicial Merit Selection Commission**  
 January 14, 2016

Dear Members of the General Assembly:

Enclosed is the Judicial Merit Selection Commission's Report of Candidate Qualifications. This Report is designed to assist you in determining how to cast your vote. The Commission is charged by law with ascertaining whether judicial candidates are qualified for service on the bench. In accordance with this mandate, the Commission has thoroughly investigated all judicial candidates for their suitability for judicial service. The Commission found all candidates discussed in this Report to be qualified.

The Commission's finding that a candidate is qualified means that the candidate satisfies both the constitutional criteria for judicial office and the Commission's evaluative criteria. The attached Report details each candidate's qualifications as they relate to the Commission's evaluative criteria.

Judicial candidates are prohibited from asking for your commitment until 12:00 Noon on Tuesday, January 19, 2016. Further, members of the General Assembly are not permitted to issue letters of introduction, announcements of candidacy, statements detailing a candidate's qualifications, or commitments to vote for a candidate until 12:00 Noon on Tuesday, January 19, 2016. In summary, no member of the General Assembly should, orally or in writing, communicate about a candidate's candidacy until this designated time after release of the Judicial Merit Selection Commission's Report of Candidate Qualifications. If you find a candidate violating the pledging prohibitions or if you have questions about this report, please contact Elizabeth H. Brogdon, Chief Counsel to the Commission, at (803) 212-6629.

Thank you for your attention to this matter.

Sincerely,  
 Rep. Alan D. Clonimens

**Judicial Merit Selection Commission**  
January 14, 2016

Dear Fellow Members of the General Assembly:

This letter is written to call your attention to issues raised during the December 2003 Judicial Merit Selection hearings concerning a judicial candidate's contact with members of the General Assembly, as well as third parties contacting members on a candidate's behalf. It is also to remind you of these issues for the Fall 2015 screening.

Section 2-19-70(C) of the South Carolina Code contains strict prohibitions concerning candidates seeking or legislators giving their pledges of support or implied endorsement through an introduction prior to 48 hours after the release of the final report of the Judicial Merit Selection Commission ("Commission"). The purpose of this section was to ensure that members of the General Assembly had full access to the report prior to being asked by a candidate to pledge his or her support. The final sentence of Section 2-19-70(C) provides that "the prohibitions of this section do not extend to an announcement of candidacy by the candidate and statements by the candidate detailing the candidate's qualifications" (emphasis added). Candidates may not, however, contact members of the Commission regarding their candidacy. Please note that six members of the Commission are also legislators.

In April 2000, the Commission determined that Section 2-19-70(C) means *no member of the General Assembly should engage in any form of communication, written or verbal, concerning a judicial candidate before the 48-hour period expires following the release of the Commission's report*. The Commission would like to clarify and reiterate that until at least 48 hours have expired after the Commission has released its final report of candidate qualifications to the General Assembly, *only candidates, and not members of the General Assembly*, are permitted to issue letters of introduction, announcements of candidacy, or statements detailing the candidates' qualifications.

The Commission would again like to remind members of the General Assembly that *a violation of the screening law is likely a disqualifying offense and must be considered when determining a candidate's fitness for judicial office*. Further, the law requires the Commission to report any violations of the pledging rules by members of the General Assembly to the House or Senate Ethics Committee, as may be applicable.

Should you have any questions regarding this letter or any other matter pertaining to the judicial screening process, please do not hesitate to call Elizabeth H. Brogdon, Chief Counsel to the Commission, at (803) 212-6629.

Sincerely,  
 Representative Alan D. Clemmons      Senator Larry A. Martin  
 Chairman      Vice-Chairman

## INTRODUCTION

The Judicial Merit Selection Commission is charged by law to consider the qualifications of candidates for the judiciary. This report details the reasons for the Commission's findings, as well as each candidate's qualifications as they relate to the Commission's evaluative criteria. The Commission operates under the law that went into effect on July 1, 1997, and which dramatically changed the powers and duties of the Commission. One component of this law is that the Commission's finding of "qualified" or "not qualified" is binding on the General Assembly. The Commission is also cognizant of the need for members of the General Assembly to be able to differentiate between candidates and, therefore, has attempted to provide as detailed a report as possible.

The Judicial Merit Selection Commission is composed of ten members, four of whom are non-legislators. The Commission has continued the more in-depth screening format started in 1997. The Commission has asked candidates their views on issues peculiar to service on the court to which they seek election. These questions were posed in an effort to provide members of the General Assembly with more information about candidates and the candidates' thought processes on issues relevant to their candidacies. The Commission has also engaged in a more probing inquiry into the depth of a candidate's experience in areas of practice that are germane to the office he or she is seeking. The Commission feels that candidates should have familiarity with the subject matter of the courts for which they offer, and feels that candidates' responses should indicate their familiarity with most major areas of the law with which they will be confronted.

The Commission also used the Citizens Committees on Judicial Qualifications as an adjunct of the Commission. Since the decisions of our judiciary play such an important role in people's personal and professional lives, the Commission believes that all South Carolinians should have a voice in the selection of the state's judges. It was this desire for broad-based grassroots participation that led the Commission to create the Citizens Committees on Judicial Qualifications. These committees are composed of individuals who are both racially and gender diverse, and who also have a broad range of professional experiences (i.e., lawyers, teachers, businessmen, bankers, and advocates for various organizations). The committees were asked to advise the Commission on the judicial candidates in their regions. Each regional committee interviewed the candidates from its assigned area and also interviewed other individuals in that region who were familiar with the candidate either personally

or professionally. Based on those interviews and its own investigation, each committee provided the Commission with a report on their assigned candidates based on the Commission's evaluative criteria. The Commission then used these reports as a tool for further investigation of the candidate if the committee's report so warranted. Summaries of these reports have also been included in the Commission's report for your review.

The Commission conducts a thorough investigation of each candidate's professional, personal, and financial affairs, and holds public hearings during which each candidate is questioned on a wide variety of issues. The Commission's investigation focuses on the following evaluative criteria: constitutional qualifications, ethical fitness, professional and academic ability, character, reputation, physical health, mental health, and judicial temperament. The Commission's investigation includes the following:

- (1) survey of the bench and bar through BallotBox online;
- (2) SLED and FBI investigation;
- (3) credit investigation;
- (4) grievance investigation;
- (5) study of application materials;
- (6) verification of ethics compliance;
- (7) search of newspaper articles;
- (8) conflict of interest investigation;
- (9) court schedule study;
- (10) study of appellate record;
- (11) court observation; and
- (12) investigation of complaints.

While the law provides that the Commission must make findings as to qualifications, the Commission views its role as also including an obligation to consider candidates in the context of the judiciary on which they would serve and, to some degree, govern. To that end, the Commission inquires as to the quality of justice delivered in the

courtrooms of South Carolina and seeks to impart, through its questioning, the view of the public as to matters of legal knowledge and ability, judicial temperament, and the absoluteness of the Judicial Canons of Conduct as to recusal for conflict of interest, prohibition of ex parte communication, and the disallowance of the acceptance of gifts. However, the Commission is not a forum for reviewing the individual decisions of the state's judicial system absent credible allegations of a candidate's violations of the Judicial Canons of Conduct, the Rules of Professional Conduct, or any of the Commission's nine evaluative criteria that would impact a candidate's fitness for judicial service.

The Commission expects each candidate to possess a basic level of legal knowledge and ability, to have experience that would be applicable to the office sought, and to exhibit a strong adherence to codes of ethical behavior. These expectations are all important, and excellence in one category does not make up for deficiencies in another.

Routine questions related to compliance with ethical Canons governing ethics and financial interests are now administered through a written questionnaire mailed to candidates and completed by them in advance of each candidate's staff interview. These issues are no longer automatically made a part of the public hearing process unless a concern or question was raised during the investigation of the candidate. The necessary public record of a candidate's pledge to uphold the Canons is his or her completed and sworn questionnaire.

Written examinations of the candidates' knowledge of judicial practice and procedure were given at the time of candidate interviews with staff and graded on a "blind" basis by a panel of four persons designated by the Chairman. In assessing each candidate's performance on these practice and procedure questions, the Commission has placed candidates in either the "failed to meet expectations" or "met expectations" category. The Commission feels that these categories should accurately impart the candidate's performance on the practice and procedure questions.

This report is the culmination of lengthy, detailed investigatory work and public hearings. The Commission takes its responsibilities seriously, believing that the quality of justice delivered in South Carolina's courtrooms is directly affected by the thoroughness of its screening process. Please carefully consider the contents of this report, which we believe will help you make a more informed decision. Please note that the candidates' responses included herein are restated verbatim from the documents that the candidates submitted as part of their application to the Judicial Merit Selection Commission. All candidates were informed that the Commission does not revise or alter the candidates' submissions; and thus, any

errors or omissions in the information contained in this draft report existed in the original documents that the candidate submitted to the Commission.

This report conveys the Commission's findings as to the qualifications of all candidates currently offering for election to the South Carolina Supreme Court, Court of Appeals, Circuit Court and Family Court, and Administrative Law Court.

**The Honorable Daniel Dewitt Hall  
Circuit Court, Sixteenth Judicial Circuit, Seat 2.**

**Commission's Findings: QUALIFIED AND NOMINATED**

**(1) Constitutional Qualifications:**

Based on the Commission's investigation, Judge Hall meets the qualifications prescribed by law for judicial service as a Circuit Court judge:

Judge Hall was born in 1954. He is 61 years old and a resident of York, South Carolina. Judge Hall provided in his application that he has been a resident of South Carolina for at least the immediate past five years and has been a licensed attorney in South Carolina and North Carolina since 1988.

**(2) Ethical Fitness:**

The Commission's investigation did not reveal any evidence of unethical conduct by Judge Hall.

Judge Hall demonstrated an understanding of the Canons of Judicial Conduct and other ethical considerations important to judges, particularly in the areas of ex parte communications, acceptance of gifts and ordinary hospitality, and recusal.

Judge Hall reported that he has not made any campaign expenditures.

Judge Hall testified he has not:

- (a) sought or received the pledge of any legislator prior to screening;
- (b) sought or been offered a conditional pledge of support by a legislator;
- (c) asked third persons to contact members of the General Assembly prior to screening.

Judge Hall testified that he is aware of the Commission's 48-hour rule regarding the formal and informal release of the Screening Report.

(3) Professional and Academic Ability:

The Commission found Judge Hall to be intelligent and knowledgeable. His performance on the Commission's practice and procedure questions met expectations.

Judge Hall described his continuing legal or judicial education during the past five years as follows:

Conference/CLE Name      Date(s)

- (a) New Judges Orientation School July 8 - 10, 2015;
- (b) SC Circuit Judges Conference March 9 - 11, 2015;
- (c) SC Judicial Conference August 20 - 22, 2014;
- (d) SC Public Defender's Conf., September 23 - 25, 2013;
- (e) SC Public Defender's Conf., September 24 - 26, 2012;
- (f) SC Public Defender's Conf., September 26 - 28, 2011.

Judge Hall reported that he has not taught or lectured at any bar association conferences, educational institutions, or continuing legal or judicial education programs.

Judge Hall reported that he has published the following:

Clergy Confidentiality: "A Time to Speak and a Time to Be Silent." by Lynn Buzzard and Dan Hall, 1988 Christian Management Association.

(4) Character:

The Commission's investigation of Judge Hall did not reveal evidence of any founded grievances or criminal allegations made against him. The Commission's investigation of Judge Hall did not indicate any evidence of a troubled financial status. Judge Hall has handled his financial affairs responsibly.

The Commission also noted that Judge Hall was punctual and attentive in his dealings with the Commission, and the Commission's investigation did not reveal any problems with his diligence and industry.

(5) Reputation:

Judge Hall reported that he is not rated by any legal rating organization.

Judge Hall reported that he has held the following public offices:

Sixteenth Judicial Circuit Solicitor's Office; Assistant Solicitor, 1988 - 1990;  
Sole Practitioner, 1991 - 1999 - General practice with focus on personal injury, worker's compensation and criminal defense;

Sixteenth Judicial Circuit Solicitor's Office, Assistant Solicitor, 1999 - June, 2011;  
 Sixteenth Judicial Circuit Public Defender's office, Assistant Public Defender, June, 2011 - August, 2014;

(6) Physical Health:

Judge Hall appears to be physically capable of performing the duties of the office he seeks.

(7) Mental Stability:

Judge Hall appears to be mentally capable of performing the duties of the office he seeks.

(8) Experience:

Judge Hall was admitted to the SC and NC Bars in 1988.

He gave the following account of his legal experience since graduation from law school:

- (a) Sixteenth Judicial Circuit Solicitor's Office, Assistant Solicitor, 1988 - 1990;
- (b) Solo Practitioner, 1991 - 1999 - General practice with focus on personal injury, worker's compensation and criminal defense;
- (c) Sixteenth Judicial Circuit Solicitor's Office, Assistant Solicitor, 1999 - June, 2011;
- (d) Sixteenth Judicial Circuit Public Defender's office, Assistant Public Defender, June, 2011 - August, 2014;
- (e) Sixteenth Judicial Circuit Court Resident Judge - January 1, 2015 - present.

Judge Hall reported that he has held the following judicial offices:

Resident Judge for Sixteenth Judicial Circuit, January 1, 2015 - Present. Elected;  
 Municipal Judge - City of York, SC. Appointed by York City Council, January, 1993 - May, 1999. Signed criminal warrants, set bonds and held preliminary hearings for General Sessions criminal matters occurring in the city limits. Presided over plea court, bench trials and jury trials for criminal or traffic charges in the City of York, in which the statutory penalty was no greater than 30 days in jail or the fine was not more than \$200.

Judge Hall provided the following list of his most significant orders or opinions:

- (a) Morningside v. York County, (2013-CP-46-246);
- (b) City of Rock Hill v. Anthony Michael Ketchum, (2015-CP-46-1587);
- (c) State of SC v. Charles Todd Burns, (2015-CP-46-00824);
- (d) Jacqueline Rector v. Elliott James Bowen, (2013-CP-23-3482);
- (e) Travell L. Hill v. State of SC, (2014-CP-23-0129).

Judge Hall has reported no other employment while serving as a judge.

Judge Hall further reported the following regarding unsuccessful candidacies:  
 Republican Primary Candidate for Solicitor, Sixteenth Judicial Circuit - June, 1996;  
 Candidate for Judge, Sixteenth Judicial Circuit Family Court, 1998 - Withdrew;  
 Candidate for Circuit Court Judge, At-Large, Seat 9, March, 2006 - Qualified, but not nominated;  
 Candidate for Circuit Court Judge, At-Large, Seat 6, January, 2009 - Qualified and nominated, but withdrew prior to February election;  
 Candidate for Circuit Court Judge, At-Large, Seat 8, January, 2010 - Qualified, but not nominated;

(9) Judicial Temperament:

The Commission believes that Judge Hall's temperament is excellent.

(10) Miscellaneous:

The Piedmont Citizens Committee found Judge Hall to be "Qualified" in the evaluative criteria of constitutional qualifications, physical health, and mental stability, and also "Well Qualified" in the remaining evaluative criteria of ethical fitness, professional and academic ability, character, reputation, experience, and judicial temperament. They further commented, "We have received a number of reports attesting to Judge Hall's diligence, courtesy, and ability during his relatively brief tenure on the bench so far. By all accounts, he is a fine Circuit Court judge."

Judge Hall is married to Kathleen McCreight Hall. They have four children.

Judge Hall reported that he was a member of the following Bar and professional associations:

- (a) York County Bar Association - Treasurer, 1992;
- (b) SC Bar Association;
- (c) NC Bar Association.

Judge Hall provided that he was a member of the following civic, charitable, educational, social, or fraternal organization:  
 Filbert Presbyterian Church, Clerk of Session.

(11) Commission Members' Comments:

The Commission commented that Judge Hall, as a newer judge, had nevertheless already shown himself to be very able and was qualified to continue to serve as a judge.

(12) Conclusion:

The Commission found Judge Hall qualified and nominated him for re-election to the Circuit Court.

South Carolina General Assembly  
121st Session, 2015-2016  
Journal of the House of Representatives  
Thursday, January 14, 2016  
(Statewide Session)

~~Indicates Matter Stricken~~  
~~Indicates New Matter~~

The House assembled at 10:00 a.m.  
Deliberations were opened with prayer by Rev. Charles H. Seastrunk, Jr., as follows:

Our thought for today is from Lamentations 3:22: "The steadfast love of the Lord never ceases."

Let us pray. Gracious and loving God, it is through faith in You that we keep going and doing what is expected of us. We praise You for Your healing presence and unfailing love for those of us who need Your tender care. Make Your presence known and felt as these Representatives work to accomplish the agenda. Bless our Nation, President, State, Governor, Speaker, staff, and all who contribute to this great cause. Protect our defenders of freedom as they protect us. Heal the wounds, those seen and those hidden, of our brave warriors who suffer and sacrifice for our freedom. Lord, in Your mercy, hear our prayers. Amen.

Pursuant to Rule 6.3, the House of Representatives was led in the Pledge of Allegiance to the Flag of the United States of America by the SPEAKER.

After corrections to the Journal of the proceedings of yesterday, the SPEAKER ordered it confirmed.

### MOTION ADOPTED

Rep. D. C. MOSS moved that when the House adjourns, it adjourn in memory of Julian Hanes Ivey of Union, which was agreed to.

### REPORT RECEIVED

The following was received:

Judicial Merit Selection Commission  
Report of Candidate Qualifications  
for Fall 2015

1 Dewitt Hall. He is serving on the Circuit Court, 16th  
2 Judicial Circuit, Seat 2.

3 Judge Hall, we are honored to have you with  
4 us. Thank you for joining us.

5 JUDGE HALL: It's an honor to be here.  
6 Thank you.

7 REPRESENTATIVE CLEMONS: Thank you. Judge  
8 Hall, to start things off, if you wouldn't mind, may I  
9 swear you in? If you would raise your right hand.

10 WHEREUPON:

11 THE HONORABLE DANIEL DEWITT HALL, being duly  
12 sworn and cautioned to speak the truth, the whole truth and  
13 nothing but the truth, testifies as follows:

14 REPRESENTATIVE CLEMONS: Judge, if you will  
15 recall, you provided detailed responses to a number of  
16 questions that were provided in your personal data  
17 questionnaire. Could you please inform the Commission  
18 whether or not those responses are still current and  
19 correct? Or are they in need of any amendment at this  
20 time?

21 JUDGE HALL: They are current and correct.

22 REPRESENTATIVE CLEMONS: Thank you. Would  
23 you have any objection to having that personal data  
24 questionnaire included as a part of the record of your  
25 testimony today?

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1 JUDGE HALL: No, I do not.

2 REPRESENTATIVE CLEMONS: Are there any  
3 objections?

4 (No response.)

5 REPRESENTATIVE CLEMONS: Hearing none, so  
6 ordered.

7 (EXHIBIT NO. 23 -- Judicial Merit Selection  
8 Commission Personal Data Questionnaire of Daniel  
9 Dewitt Hall dated August 3rd, 2015)

10 REPRESENTATIVE CLEMONS: Judge Hall, the  
11 Judicial Merit Selection Commission has thoroughly  
12 investigated your qualifications for the bench. Our  
13 inquiry has been focused on the nine evaluative criteria  
14 dictated by statute. As a result of that process, you are  
15 with us today.

16 And there have been no affidavits filed in  
17 opposition to your election, and there are no witnesses  
18 present to testify other than yourself.

19 If now you would kindly turn your attention  
20 to your screening agency, and respond to any questions he  
21 may have.

22 JUDGE HALL: Thank you.

23 REPRESENTATIVE CLEMONS: Thank you.

24 MR. PEARCE: Good afternoon, Judge. You  
25 have before you a sworn statement you provided, with

1 detailed answers to over thirty questions. Are there any  
2 amendments you would like to make at this time?

3 JUDGE HALL: No amendments.

4 MR. PEARCE: Mr. Chairman, at this time I  
5 would ask that, that sworn statement be made an exhibit of  
6 the hearing record.

7 REPRESENTATIVE CLEMMONS: Is there any  
8 objection?

9 (No response.)

10 REPRESENTATIVE CLEMMONS: Hearing none, so  
11 ordered.

12 (EXHIBIT NO. 24 - Judicial Merit Selection  
13 Commission Sworn Statement of Daniel Dewitt Hall  
14 dated August 3rd, 2015)

15 EXAMINATION BY MR. PEARCE:

16 Q. Judge, after serving since January of this year  
17 on the Circuit court, why do you want to continue serving  
18 as a judge?

19 A. Well, after an extensive time as a judge, a total  
20 of about eleven months, I have thoroughly enjoyed it. It's  
21 been the -- if you look at my background, it's -- I've had  
22 a lot of jobs. It's the -- it is the best job I've ever  
23 had.

24 Q: Judge, the Commission has received 177 ballot box  
25 surveys regarding you, with additional comment -- with four

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1 additional comments to it. In the survey there were a  
2 number of positive comments, including comments that stated  
3 you were an excellent jurist, and an even better man. You  
4 had ideal patience that you were -- had all the  
5 qualifications to make an outstanding judge, and that you  
6 certainly should be reelected.

7 There was one comment that could be taken as a  
8 concern -- or it may just be a comment -- and that comment  
9 stated that the jury was still out, but they felt that you  
10 would be a good judge. Do you have any response to offer  
11 to that statement?

12 A. I think that's probably a pretty honest  
13 assessment of any judge who's only been a judge for eleven  
14 months: The jury is probably still out.

15 Q. I do have some housekeeping questions I need to  
16 ask you today, Judge, as well. Have you sought or received  
17 the pledge of any legislator prior to this date?

18 A. No.

19 Q. Have you sought or have you been offered a  
20 conditional pledge of support of any legislator, pending  
21 the outcome of your screening?

22 A. No.

23 Q. Have you asked any third parties to contact  
24 members of the General Assembly on your behalf?

25 A. No.

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1 Q. Are you aware of anyone attempting to intervene  
2 in any part of this process on your behalf?

3 A. No.

4 Q. Have you contacted any members of the Commission?

5 A. No.

6 Q. Do you understand that you are prohibited from  
7 seeking a pledge or a commitment until 48 hours after the  
8 formal release of this Commission's report?

9 A. I understand that.

10 Q. Have you reviewed the Commission's guidelines  
11 regarding pledging?

12 A. I have.

13 Q. As a follow-up, are you aware of the penalties  
14 for violating the pledging rules; that it's a misdemeanor,  
15 and upon conviction any violator must be fined not more  
16 than a thousand dollars or imprisoned for not more than 90  
17 days?

18 A. I'm aware of the penalty.

19 MR. PEARCE: I would like to note, Mr.  
20 Chairman and members of the Commission, that the Piedmont  
21 Citizens Committee reported that Judge Hall is qualified  
22 regarding constitutional qualifications, physical health  
23 and mental stability, and was well qualified in all other  
24 categories.

25 And they did provide in their report, the

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1 additional comment that, quite, "We have received a number  
2 of reports attesting to Judge Hall's diligence, courtesy,  
3 and ability during his relatively brief time on the bench  
4 so far. By all accounts, he is a fine circuit court  
5 judge."

6 I would just note for the record, too, Mr.  
7 Chairman, that any concerns raised during the investigation  
8 regarding this candidate, have been incorporated into my  
9 questions today. And I don't have any further questions.

10 REPRESENTATIVE CLEMONS: Thank you very  
11 much. Are there any questions by any member of the  
12 Commission? Ms. Wall?

13 JUDGE HALL: Yes, ma'am.

14 EXAMINATION BY MS. WALL:

15 Q. Judge Hall, as a new judge, how would you  
16 describe for us what you think is the appropriate judicial  
17 temperament? And do you attempt to apply that as a judge?

18 A. Well, as a practicing attorney in the court of  
19 law, I've often just wanted a judge to be nice to me and  
20 listen to my argument, and not embarrass me in front of my  
21 clients. And so I try to carry that same demeanor with the  
22 attorneys and parties that are in front of me.

23 Q. Thank you.

24 MS. WALL: Thank you, Mr. Chairman.

25 REPRESENTATIVE CLEMONS: Thank you, Ms.

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1 Wall,

2 SENATOR MARTIN: Mr. Chairman?

3 REPRESENTATIVE CLEMONS: Senator Martin is  
4 recognized.

5 SENATOR MARTIN: Mr. Chairman and members of  
6 the Commission. Judge Hall, we thank you for your service.  
7 I just wanted to point out -- of course, I couldn't  
8 remember, 'cause we have so many judicial elections, and I  
9 haven't been on this commission but maybe three years now,  
10 four years --

11 JUDGE HALL: And there were some before you  
12 were on it.

13 SENATOR MARTIN: Yeah. Yeah. I mean, it  
14 goes way back. I just want to commend you for your  
15 persistence, and obvious desire to serve on the bench. And  
16 I know you're taking that very seriously, as evidenced by  
17 the efforts you've made. I truly regret that you have come  
18 up this quickly after having been elected. I mean, that's  
19 just part of the process of you having to go through it  
20 again. But we do appreciate and recognize your dedication,  
21 and, again, your persistence in desiring to be on the  
22 bench. And I just wish you continued -- all the best.

23 JUDGE HALL: Well, I deeply appreciate the  
24 opportunity to serve. And I do deeply appreciate the --  
25 when this Commission nominated me in the past, to put me in

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1 the position where I could seek election. So I appreciate  
2 the work that y'all do. And -- and I think I'm probably a  
3 better judge for having to go through the process many,  
4 many times. I'm sure y'all particularly care about  
5 candidates who repeatedly come in front you. But on the  
6 other hand, that's part of the process as well.

7 REPRESENTATIVE CLEMONS: Representative  
8 Bannister.

9 REPRESENTATIVE BANNISTER: One quick  
10 comment. There's some of them we don't like and there's  
11 some of them we do. It's good -- it's good to see you  
12 again --

13 JUDGE HALL: I'll remember that if you're  
14 ever --

15 REPRESENTATIVE BANNISTER: -- six years.

16 JUDGE HALL: -- I hope of me.

17 REPRESENTATIVE CLEMONS: While it may be  
18 readily apparent from the investigative matters before you  
19 that he is an excellent jurist, what might not be apparent  
20 to you is that he is also a cowboy that can ride, rope, and  
21 brand with the best cowboys out there.

22 JUDGE HALL: I don't do that anymore. A  
23 horse fell on my foot about two years ago, so I had to quit  
24 that.

25 REPRESENTATIVE CLEMONS: Oh, I see. You

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1 just ride the bench now.

2 JUDGE HALL: Well, you got to -- at a  
3 certain point and stage in your life, you're not as quick  
4 and as nimble as you used to be. And I've reached that  
5 point.

6 REPRESENTATIVE CLEMONS: I'm sorry to hear  
7 that. Judge, it's a pleasure to have you with us. Thank  
8 you for being here today. This will conclude this portion  
9 of our screening process.

10 As you know, the record will remain open  
11 until the report is published. And you could be called back  
12 at such time, if that need should arise.

13 Again, we are grateful for your service to  
14 South Carolina, by serving on the bench. Thank you for  
15 being with us today.

16 JUDGE HALL: Thank you, Thank you all.

17 REPRESENTATIVE CLEMONS: Thank you, Judge  
18 Hall.

19 (Candidate excused.)

20 REPRESENTATIVE CLEMONS: Ladies and  
21 gentlemen, that last candidate -- I don't know whether he  
22 realized it or not, but he was standing between Senator  
23 Martin and lunch. Lunch is here. It is served. So we are  
24 going to adjourn and stand at ease for lunch. We will come  
25 back at 1:15, at which time we will immediately go into

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1 executive session. So I would ask, if you would, kindly be  
2 here promptly at 1:15. Thank you.

3 (A recess was taken from 12:20 p.m. to 1:15 p.m.)

4 REPRESENTATIVE CLEMONS: Ladies and  
5 Gentlemen, we are arising out of executive session. We  
6 discussed the issue of qualifications of the candidates  
7 that have so far been screened today. No votes were taken,  
8 no decisions were made. And we're are back on the -- on  
9 the record now for the purpose of finding candidates  
10 qualified and nominated.

11 Do we have a motion with regard to the  
12 candidates that we have -- we have screened today in terms  
13 of -- let me read the names of the candidates that we  
14 screened today:

15 The Honorable James Edward Buckley, Court of  
16 Appeals, Seat 9; The Honorable Edgar Warren Nickson,  
17 Circuit Court, 1st Judicial Circuit, Seat 7; The Honorable  
18 Diane Schaffer Goodstein, Circuit Court, 1st Judicial  
19 Circuit, Seat 2; The Honorable Doyst A. Early, III, Circuit  
20 Court, 2nd Judicial Circuit, Seat 1; The Honorable Ralph  
21 Parcell Cothran, Jr., Circuit Court, 3rd Judicial Circuit,  
22 Seat 1; The Honorable Brian M. Gibbons, Circuit Court, 6th  
23 Judicial Circuit, Seat 1; The Honorable Frank Robert Addy,  
24 Jr., Circuit Court, 8th Judicial Circuit, Seat 1; The  
25 Honorable David Garrison Hill, Circuit Court, 13th Judicial

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1 Circuit, Seat 4; The Honorable Steven H. John, Circuit  
2 Court, 15th Judicial Circuit, Seat 1; The Honorable John  
3 Calvin Hayes, III, Circuit Court, 16th Judicial Circuit,  
4 Seat 1; and The Honorable Daniel Dewitt Hall, Circuit  
5 Court, 16th Judicial Circuit, Seat 2.

6 Do we have a motion? Senator Malloy?

7 SENATOR MALLOY: Mr. Chairman, in light of  
8 the appearances that we had today, I have a unanimous  
9 consent request. And the unanimous consent request would  
10 be that the names that you have listed, that we would find  
11 them all qualified and nominated by unanimous consent.

12 REPRESENTATIVE CLEMMONS: Thank you very  
13 much. And --

14 REPRESENTATIVE MACK: Second.

15 REPRESENTATIVE CLEMMONS: And we have a  
16 second by Mr. Mack. All those in favor, please raise your  
17 hand.

18 SENATOR MALLOY: You can tell, we don't do  
19 unanimous consent --

20 REPRESENTATIVE CLEMMONS: We can't do  
21 unanimous consent. We have to do votes. Okay. Thank you.

22 SENATOR MALLOY: I so move.

23 REPRESENTATIVE CLEMMONS: It is by  
24 acclamation. The list of candidates just entered into the  
25 record are all found qualified and nominated.

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1 We will now proceed with our screening --

2 MR. WILCOX: All our ballots would we mark  
3 them as qualified and nominated?

4 REPRESENTATIVE CLEMMONS: Yes, sir.

5 MR. WILCOX: There was some question  
6 yesterday.

7 (OFF-the-record discussion.)

8 REPRESENTATIVE CLEMMONS: I'm told by staff  
9 that, being a unanimous decision, we don't need a ballot.

10 All right. Proceeding with our screenings.  
11 Please bring in The Honorable William J. Wylie, Jr., Family  
12 Court, 1st Judicial Circuit, Seat 2.

13 We have before us, The Honorable William J.  
14 Wylie, Jr., Family Court, 1st Judicial Circuit, Seat 2,  
15 Judge, it's good to have you with us today. Thank you for  
16 joining us.

17 JUDGE WYLIE: Thank you.

18 REPRESENTATIVE CLEMMONS: Judge, if you  
19 would please raise your right hand and be sworn.

20 WHEREUPON:

21 THE HONORABLE WILLIAM J. WYLIE, JR., being  
22 duly sworn and cautioned to speak the truth, the whole  
23 truth and nothing but the truth, testifies as follows:

24 REPRESENTATIVE CLEMMONS: Judge, you have  
25 providing this Commission with responses to the personal

1 STATE OF SOUTH CAROLINA )

2 COUNTY OF RICHLAND )

3 \* \* \* \* \*

4 JUDICIAL MERIT SELECTION COMMISSION

5 TRANSCRIPT OF PUBLIC HEARINGS

6 \* \* \* \* \*

7 BEFORE: REPRESENTATIVE ALAN D. CLEMMONS, CHAIRMAN

8 ERIN CRAWFORD, CHIEF COUNSEL

9 SENATOR LARRY A. MARTIN

10 SENATOR GEORGE E. "CHIP" CAMPSER, III

11 REPRESENTATIVE BRUCE W. HANNISTER

12 MS. KRISTIAN BEAL

13 MR. ROBERT M. WILCOX

14 SENATOR GERALD MALLOY

15 REPRESENTATIVE DAVID J. MACK, III

16 MICHAEL HITCHCOCK

17 SUSAN T. WALL

18 \* \* \* \* \*

19 DATE: November 19th, 2013

20 TIME: 9:45 A.M.

21 LOCATION: Ball Building, Room 516

22 1101 Pendleton Street

23 Columbia, South Carolina 29201

24

25 REPORTED BY: PATRICIA G. BACHAND, COURT REPORTER

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| Aircraft Records (None Found) .....             | 12 |
| Pilot Licenses (None Found) .....               | 12 |
| Voter Registrations (2 Found) .....             | 12 |
| Hunting Permits (None Found) .....              | 12 |
| Weapon Permits (None Found) .....               | 12 |
| Possible Relatives - Summary (61 Found) .....   | 12 |
| Likely Associates - Summary (2 Found) .....     | 13 |
| Possible Associates - Summary (11 Found) .....  | 13 |
| Neighbor Phones (11 Found) .....                | 14 |

**Important:****ONLINE REPORT**

This is NOT a CONSUMER REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

**Comprehensive Report****Comprehensive Report**

Date: 06/21/2020

Reference ID: NONE

**Report Legend**

- Deceased Person

**Relatives**> - 1<sup>st</sup> Degree of Separation>> - 2<sup>nd</sup> Degree of Separation>>> - 3<sup>rd</sup> Degree of Separation**Subject Information**

(Best Information for Subject)

Name: CATHLEEN MCCREIGHT HALL (03/05/2020 to 03/05/2020)  
Other DOBs Associated with Subject

Name: CATHLEEN M HALL (04/01/1983 to 01/24/2012)

Name: KATHLEEN M HALL (05/31/1991 to 07/26/2011)

Name: CATHY M HALL (05/31/1991 to 12/15/1999)

Date of Birth: [REDACTED], Born 67 years ago

Gender: Female

SSN: [REDACTED] XXXX Issued in SOUTH CAROLINA between 1969-1970

Other Individuals Observed with shared SSN:

MARGARET SHORT MCCREIGHT

[REDACTED] XXXX 08/06/1929 (90)

JAMELA STUKES DORCH [REDACTED] XXXX  
12/17/1958 (63)

**Other Names Associated with Subject**

CATHLEE HALL (08/01/2008 to 03/02/2020)

**Other DOBs Associated with Subject**

None found

**Possible Phones Associated with Subject:**

(803) 684-9705 (ET) (Mobile) (86%)

**Indicators**

Bankruptcies: No

Liens: No

Judgments: No

Corporate Affiliations: No

Criminal/Traffic: Yes

Global Watch Lists Match: Yes

Email Addresses Associated with Subject

dan.d.hall@gmail.com (40%)

**Potential Subject Photos (None Found)**

Def Docs Produced 0307

## Possible Criminal Records (2 Found)

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> KATHLEEN MARY HALL<br><b>SSN:</b> XXX-XX-<br><b>DOB:</b> , Born 67 Years Ago<br><b>Address:</b> 3518 N 26TH ST, PHOENIX, AZ 85016 (MARICOPA COUNTY)<br><b>Gender:</b> F<br><b>Is Sex Offender:</b> No<br><b>Source Name:</b> ADMINISTRATIVE OFFICE OF COURTS<br><b>Source State:</b> AZ | <b>Match Indicators</b><br><b>First Name:</b> O Exact Match<br><b>Middle Name:</b> X Not Matched<br><b>Last Name:</b> O Exact Match<br><b>Date Of Birth:</b> O Exact Match<br><b>Age:</b> O Exact Match<br><b>Address:</b> X Not Available On Record<br><b>Height:</b> X Not Available On Record<br><b>Ethnicity:</b> X Not Available On Record |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Crime Details - 07/18/2008 - MARICOPA, AZ

|                                                                                                                                                                                       |                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OffenseDescription1:</b> SPEED > REASONABLE/PRUDENT; AVOID COLL<br><b>Case Number:</b> 23439631<br><b>Crime County:</b> MARICOPA<br><b>Crime Type:</b> TRAFFIC<br><b>Counts:</b> 1 | <b>Charges Filed Date:</b> 07/18/2008<br><b>Case Type:</b> TRAFFIC<br><b>Court:</b> PHOENIX MUNICIPAL<br><b>Disposition:</b> COMPL DISMISSED BY COURT<br><b>Disposition Date:</b> 07/24/2008 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.**  
**Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> KATHLEEN MARY HALL<br><b>SSN:</b> XXX-XX-<br><b>DOB:</b> , Born 67 Years Ago<br><b>Address:</b> 3518 N 26TH ST, PHOENIX, AZ 85016 (MARICOPA COUNTY)<br><b>Gender:</b> F<br><b>Is Sex Offender:</b> No<br><b>Source Name:</b> ADMINISTRATIVE OFFICE OF COURTS<br><b>Source State:</b> AZ | <b>Match Indicators</b><br><b>First Name:</b> O Exact Match<br><b>Middle Name:</b> X Not Matched<br><b>Last Name:</b> O Exact Match<br><b>Date Of Birth:</b> O Exact Match<br><b>Age:</b> O Exact Match<br><b>Address:</b> X Not Available On Record<br><b>Height:</b> X Not Available On Record<br><b>Ethnicity:</b> X Not Available On Record |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Crime Details - 07/18/2008 - MARICOPA, AZ

|                                                                                                                                                                                       |                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OffenseDescription1:</b> FAIL TO PRODUCE EVIDENCE OF FIN. RESP.<br><b>Case Number:</b> 23439631<br><b>Crime County:</b> MARICOPA<br><b>Crime Type:</b> TRAFFIC<br><b>Counts:</b> 2 | <b>Charges Filed Date:</b> 07/18/2008<br><b>Case Type:</b> TRAFFIC<br><b>Court:</b> PHOENIX MUNICIPAL<br><b>Disposition:</b> COMPL DISMISSED BY COURT<br><b>Disposition Date:</b> 07/25/2008 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Possible Employers (None Found)

## Address Summary (3 Found)

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY) (07/2007 to 06/19/2020)  
1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK COUNTY) (03/1991 to 01/24/2003)  
PO BOX 160, YORK, SC 29745 (YORK COUNTY) (04/1983 to 12/1990)

## Address Details (3 Found)



1711 FILBERT HWY, YORK SC 29745-8766 (YORK COUNTY) (07/2007 to 06/19/2020) [ Back to Summary ]

Owners:

DANIEL D HALL [ View Person Record ]

CATHLEEN M HALL [ View Person Record ]

Assessed Value: \$148,263

Land Square Feet: 158,894

1711 US HIGHWAY 321 S, YORK SC 29745-8502 (YORK COUNTY) (03/1991 to 01/24/2003) [ Back to Summary ]

PO BOX 160, YORK SC 29745 (YORK COUNTY) (04/1983 to 12/1990) [ Back to Summary ]

## Cities History (2 Found)

YORK, SC (YORK COUNTY) (04/1983 to 06/19/2020)

CLOVER, SC (YORK COUNTY) (11/1997 to 06/1998)

## Counties History (1 Found)

YORK, SC (04/1983 to 06/19/2020)

## Driver's License Information (None Found)

## Utilities (None Found)

## Professional Affiliations (None Found)

## Professional Licenses (None Found)

## Bankruptcy Records (None Found)

## Liens (None Found)

**Judgments (None Found)****Current Property Deeds (None Found)****Past Property Deeds (4 Found)**

Purchase Date: N/A

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 APN: 287-00-00-022  
 APN Sequence Number: 001  
 Date Subject Last Seen as Owner: 2019  
 Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
 Legal Description: OFF HWY 321  
 Land Square Feet: 158,994

Latest Tax Roll/Assessment Information

Tax Year: 2018  
 Tax Amount: \$1,017.88  
 Assessed Year: 2019  
 Assessed Value: \$148,263  
 Book: 596  
 Page: 271  
 Total Value: \$171,900  
 Land Value: \$32,900  
 Improvement Value: \$139,000

**Most Current Ownership Information**

Owner: DANIEL D HALL  
 Owner: CATHLEEN M HALL  
 Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8766  
 (YORK COUNTY)  
 Seller: RECORD OWNER  
 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
 Absentee Indicator: Owner Occupied  
 Universal Land Use: Single Family Residence  
 Property Indicator: Single Family Residence  
 Residential Model Indicator: Property is Residential

Mortgage Information not available

Purchase Date: N/A

COLUMBIA, SC 29201 (YORK COUNTY)  
 APN: 287-00-00-024  
 APN Sequence Number: 001  
 Date Subject Last Seen as Owner: 2019  
 Legal Description: OFF HWY 321  
 Land Square Feet: 404,672

Latest Tax Roll/Assessment Information

Tax Year: 2018  
 Tax Amount: \$9.55  
 Assessed Year: 2019  
 Assessed Value: \$588  
 Book: 625  
 Page: 32  
 Total Value: \$55,700  
 Land Value: \$55,700

**Most Current Ownership Information**

Owner: DANIEL D HALL  
 Owner: CATHLEEN M HALL

Mortgage Information not available

Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8768  
(YORK COUNTY)  
Seller: RECORD OWNER  
COLUMBIA, SC 29201 (YORK COUNTY)  
Universal Land Use: Farms  
Property Indicator: Agricultural  
Residential Model Indicator: Property is Not Residential

Purchase Date: N/A

COLUMBIA, SC 29201 (YORK COUNTY)  
APN: 287-00-00-025  
APN Sequence Number: 001  
Date Subject Last Seen as Owner: 2019  
Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
Legal Description: 14.40 AC / OFF HWY 321  
Land Square Feet: 627,264

Latest Tax Roll/Assessment Information

Tax Year: 2018  
Tax Amount: \$18.79  
Assessed Year: 2019  
Assessed Value: \$1,168  
Book: 895  
Page: 322  
Total Value: \$86,400  
Land Value: \$86,400

**Most Current Ownership Information**

Owner: DANIEL D HALL  
Owner: CATHLEEN M HALL  
Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8768  
(YORK COUNTY)  
Seller: RECORD OWNER  
COLUMBIA, SC 29201 (YORK COUNTY)  
Universal Land Use: Farms  
Property Indicator: Agricultural  
Residential Model Indicator: Property is Not Residential

Mortgage Information not available

Purchase Date: 10/08/2013

1699 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)  
COLUMBIA, SC 29201 (YORK COUNTY)  
APN: 288-00-00-027  
APN Sequence Number: 001  
Date Subject First Seen as Owner: 10/08/2013  
Date Subject Last Seen as Owner: 2019  
Subdivision Name: SPRING LAKE COUNTRY CLUB PH 1A  
Legal Description: HWY 321  
Land Square Feet: 1,855,280

Latest Tax Roll/Assessment Information

Tax Year: 2018  
Tax Amount: \$25.86  
Assessed Year: 2019  
Assessed Value: \$1,834  
Sale Date: 10/08/2013  
Book: 574  
Page: 1062  
Total Value: \$228,000  
Land Value: \$228,000

**Most Current Ownership Information - 10/08/2013**

Owner: DANIEL D HALL  
Owner: CATHLEEN M HALL  
Mailing Address: 1711 FILBERT HWY, YORK, SC 29745-8768  
(YORK COUNTY)  
Seller: RECORD OWNER  
Seller: JOHN Q HALL  
1699 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)  
COLUMBIA, SC 29201 (YORK COUNTY)

Mortgage Information not available

Owner Ownership Rights: Joint Tenant  
 Sale Date: 10/08/2013  
 Absentee Indicator: Absentee(Mail And Situs Not =)  
 Deed Sec Cat: Interfamily Transfer, Resale  
 Universal Land Use: Farms  
 Property Indicator: Agricultural  
 Inter Family: Yes  
 Resale New Construction: Resale  
 Residential Model Indicator: Property Is Not Residential

## Previous Ownership Information

Owner: JOHN QUINN HALL  
 Mailing Address: 2220 HIGHWAY 161 S, YORK, SC 29745-9203  
 (YORK COUNTY)  
 Seller: RECORD OWNER  
 COLUMBIA, SC 29201 (YORK COUNTY)  
 Universal Land Use: Farms  
 Property Indicator: Agricultural  
 Residential Model Indicator: Property Is Not Residential

Mortgage Information not available

## Property Foreclosures (None Found)

## Evictions (None Found)

## Current Vehicle Information (1 Found)

Registered: 02/07/2019 to 03/15/2022

2016 TOYOTA -Series: LE -Model: HIGHLANDER

VIN: 5TDZKRFH6GS186315

Body Style: SUV -Vehicle Type: 8

Weight: 4244 lbs -Length: 191.1"

Color: Unknown

Most Current Tag #: SC MBZ141 Valid from: (02/07/2019 to 03/15/2022)

Doors: 4

MSRP: \$32,015

Plant: PRINCETON, INDIANA

Restraint Type: DRIVER AND PASSENGER FRONT AIRBAGS,  
 SIDE AIRBAGS, DRIVER KNEE AIRBAGS, ALL-ROW SIDE  
 CURTAIN AIRBAGS W/ ROLLOVER SENSOR, AND PASSENGER  
 AIRBAG DEACTIVATION.

Gross Vehicle Weight Range: 5001-6000

Gross Vehicle Weight Rating: 5840

Height: 68.1 - 70.1

Width: 75.8

Wheel Base: 109.8

Wheel Dimensions: 18.0 X 7.5

Max Payload: 1455

Drive Type: FWD

Fuel: GAS 19.2 Gallon

Engine: 3.5L V6 NATURALLY ASPIRATED

Transmission: 6 Speed AUTOMATIC



Def Docs Produced 0312

## Most Current Owner/Registrant/Lien Information - 02/07/2019 to 03/15/2022

Title Holders

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
DANIEL DEWITT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 772060360035267  
State Titled In: SC  
Original Title Date: 03/11/2019  
Title Transfer Date: 03/11/2019

Lien Holders

None Found

Lessors

None Found

Title Holders

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
Title Number: 772060360035267  
State Titled In: SC

Lien Holders

None Found

Lessors

None Found

Registrant

DANIEL DEWITT HALL  
Registered: 02/07/2019 to 03/15/2022

Registrant

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
Registered: 02/07/2019 to 03/15/2022  
DOB: [REDACTED], Born 67 years ago

Addresses Registered to While owned by CATHLEEN MCCREIGHT HALL

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(02/07/2019 to 03/05/2020)

Registrant

CATHLEEN MCCREIGHT HALL [ View Person Record ]  
Registered: 02/07/2019 to 03/15/2022  
DOB: [REDACTED], Born 67 years ago

Addresses Registered to While owned by CATHLEEN MCCREIGHT HALL

1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)  
(02/07/2019 to 03/05/2020)

Vehicle Tag History

License Plate: SC MBZ141 Valid from: (02/07/2019 to 03/15/2022)

## Previous Owner/Registrant/Lien Information - 01/27/2017 to 08/15/2020

Title Holders

STEVEN RALPH CASTO [ View Person Record ]  
5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325  
(LANCASTER COUNTY)  
Title Number: 770290351683690  
State Titled In: SC  
Original Title Date: 10/17/2018  
Title Transfer Date: 10/17/2018

Lien Holders

WORLD OMNI FINANCIAL

Lessors

None Found

Title Holders

STEVEN RALPH CASTO [ View Person Record ]  
139 DOLPHIN DR, RAEFORD, NC 28376-5431 (HOKE COUNTY)  
Title Number: 77122116328867X  
State Titled In: NC  
Original Title Date: 11/23/2016  
Title Transfer Date: 11/23/2016

Lien Holders

WORLD OMNI FINANCIAL

Registrant

STEVEN RALPH CASTO [ View Person Record ]  
Registered: 01/27/2017 to 08/15/2020

Addresses Registered to While owned by STEVEN RALPH CASTO

5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325  
(LANCASTER COUNTY) (08/08/2018)  
198 SNIPE CT, RAEFORD, NC 28376-9028 (HOKE COUNTY)  
(11/06/2017)  
139 DOLPHIN DR, RAEFORD, NC 28376-5431 (HOKE COUNTY)  
(01/27/2017 to 02/06/2017)

Vehicle Tag History

License Plate: SC 2841MN Valid from: (08/08/2018 to 08/15/2020)  
License Plate: NC PD5263 Valid from: (02/06/2017 to 11/30/2018)  
License Plate: NC EBN2997 Valid from: (01/27/2017 to 11/30/2017)

Lessors

None Found

Title Holders

STEVEN RALPH CASTO [ View Person Record ]  
5260 ADMIRALS LNDG, LANCASTER, SC 29720-6325  
(LANCASTER COUNTY)  
Title Number: 770290351603690  
State Titled In: SC

Lien Holders

None Found

Lessors

None Found

## Past Vehicle Information (2 Found)

Registered: 05/22/1998 to 09/15/2001

1995 PLYMOUTH - Series: SE - Model: GRAND VOYAGER

VIN: 1P4GH4436SX542236

Body Style: MINI-VAN - Vehicle Type: 8

Weight: 3534 lbs - Length: 192.8"

Color: **Unknown**Most Current Tag #: **SC 650FRC** Valid from: (09/22/2000 to 09/15/2001)

Doors: 8

MSRP: \$20,155

Plant: ST. LOUIS, MISSOURI

Restraint Type: DRIVER AND PASSENGER FRONT AIRBAGS,  
ACTIVE BELTS

Gross Vehicle Weight Range: 5001-6000

Height: 66.7

Width: 72

Wheel Base: 119.3

Wheel Dimensions: 15.0

Drive Type: FWD

Fuel: GAS 20 Gallon

Engine: 3.0L V6 NATURALLY ASPIRATED

Transmission: 4 Speed AUTOMATIC



Most Current Owner/Registrant/Lien Information - 05/22/1998 to 09/15/2001

Title Holders

None Found

Registrant

CATHLEEN M HALL [ View Person Record ]

Registered: 05/22/1998 to 09/15/2001

Addresses Registered to While owned by CATHLEEN M HALL

1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK  
COUNTY) (05/22/1998 to 09/22/2000)

Vehicle Tag History

Def Docs Produced 0314

License Plate: **SC 650FRC** Valid from: (09/22/2000 to 09/15/2001)  
Previous License Plate: **SC HDN140**  
License Plate: **SC HDN140** Valid from: (05/22/1998 to 09/15/1999)

Previous Owner/Registrant/Lien Information - 07/25/1998 to 07/15/1999

Title Holders  
None Found

Registrant

DANIEL R MCQUEEN [ View Person Record ]  
Registered: 07/25/1998 to 07/15/1999

Addresses Registered to While owned by DANIEL R MCQUEEN

315 FARMWOOD LN, ROCK HILL, SC 29732-7751 (YORK  
COUNTY) (07/30/1997)  
4407 WILLIAMSON RD, ROCK HILL, SC 29730-9195 (YORK  
COUNTY) (07/25/1998)

Registrant

PAMELA T MCQUEEN [ View Person Record ]  
Registered: 07/25/1998 to 07/15/1999

Addresses Registered to While owned by PAMELA T MCQUEEN

315 FARMWOOD LN, ROCK HILL, SC 29732-7751 (YORK  
COUNTY) (07/30/1997)  
4407 WILLIAMSON RD, ROCK HILL, SC 29730-9195 (YORK  
COUNTY) (07/25/1998)

Vehicle Tag History

License Plate: **SC LLD186** Valid from: (07/25/1998 to 07/15/1999)

Registered: 09/10/1997 to 09/15/1999

1990 CHEVROLET -Series: BASE~CL~LT -Model: ASTRO  
VIN: 1GNDM15Z6LB105888  
Body Style: MINI-VAN -Vehicle Type: 8  
Weight: 3307 lbs -Length: 176.8"  
Color: **Unknown**  
Most Current Tag #: **NC TA8489** Valid from: (11/10/1999 to  
12/31/1999)

Doors: 3  
MSRP: \$14,290  
Plant: BALTIMORE, MARYLAND  
Restraint Type: ACTIVE BELTS  
Gross Vehicle Weight Range: 5001-6000  
Gross Vehicle Weight Rating: 6000  
Height: 74.1  
Width: 77  
Wheel Base: 111  
Wheel Dimensions: 15.0  
Drive Type: RWD  
Fuel: GAS 27 Gallon  
Engine: 4.3L V6 NATURALLY ASPIRATED  
Transmission: 4 Speed AUTOMATIC



Most Current Owner/Registrant/Lien Information - 11/10/1999 to 12/31/1999

Registrant

Def Docs Produced 0315

Title Holders  
None FoundAARON G DAHN [ View Person Record ]  
Registered: 11/10/1999 to 12/31/1999Addresses Registered to While owned by AARON G DAHN  
6519 MONROE RD APT 1, CHARLOTTE, NC 28212-8016  
(MECKLENBURG COUNTY) (11/10/1999)Vehicle Tag History  
License Plate: NC TA8489 Valid from: (11/10/1999 to 12/31/1999)  
Previous License Plate: NC TA5724

Previous Owner/Registrant/Lien Information - 09/10/1997 to 09/15/1999

Title Holders  
None FoundRegistrant  
CATHLEEN M HALL [ View Person Record ]  
Registered: 09/10/1997 to 09/15/1999Addresses Registered to While owned by CATHLEEN M HALL  
1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK  
COUNTY) (09/10/1997)Vehicle Tag History  
License Plate: SC HDN140 Valid from: (09/10/1997 to 09/15/1999)

FL Accidents (None Found)

Global Watch Lists (1 Found)

Name: DEBORAH KATHLEEN HALL  
Address: ELLSWORTH, WI 54011  
Match Score: 78  
Source: System for Award Management Exclusions  
Type: INDIVIDUAL  
Offense: Z1  
Wanted By: HHS  
Program: PROHIBITION/RESTRICTION  
Legal Basis: RECIPROCAL  
Country: USA

US Business Affiliations (None Found)

UCC Filings (None Found)

**US Corporate Affiliations (None Found)****Aircraft Records (None Found)****Pilot Licenses (None Found)****Voter Registrations (2 Found)**

Name: CATHLEEN M HALL  
Address: 1711 FILBERT HWY, YORK, SC 29745 (YORK COUNTY)  
Date of Registration: 10/24/1979  
DOB: [REDACTED] (67)  
Party: Not Specified  
Gender: Female

Name: CATHLEEN M HALL  
Address: 1711 US HIGHWAY 321 S, YORK, SC 29745 (YORK COUNTY)  
Date of Registration: 10/24/1979  
DOB: [REDACTED] (67)  
Gender: Female

**Hunting Permits (None Found)****Weapon Permits (None Found)****Possible Relatives - Summary (61 Found)**

Relative depth reduced due to number of results found.

- > AMY CLAIRE SMITH [REDACTED] Age: 40
  - >> MATTHEW LLOYD SMITH [REDACTED] Age: 41
  - >> MARY LOU SMITH [REDACTED] Age: 70
  - >> LEIGH AMBER SMITH [REDACTED] Age: 33
  - >> BRIAN KEITH SMITH II [REDACTED] Age: 64
- > KELLY P HALL [REDACTED] Age: 38
  - >> AMBER RICE [REDACTED] Age: 37
  - >> WILLIAM SCOTT PATERSON [REDACTED] Age: 40
  - >> WILLIAM BRUCE PATERSON [REDACTED] Age: 67
  - >> MARGARET COOKE PATERSON [REDACTED] Age: 65
  - >> KATHERINE BERKELEY PATERSON [REDACTED] Age: 33
- > KATHLEEN CLAIRE HALL [REDACTED] Age: 68
  - >> JOHN QUINN HALL III [REDACTED] Age: 42
  - >> JOHN EDWARD HALL [REDACTED] Age: 67
  - >> JENNIFER L HALL [REDACTED] Age: 42
  - >> JOHN Q HALL

- > ELIZABETH ROBESON HALL [REDACTED] Age: 42
  - >> EDWARD HUIET ROBESON IV [REDACTED] Age: 39
  - >> NANCY NOFSINGER ROBESON [REDACTED] Age: 67
  - >> MASTIN MATTHEWS ROBESON [REDACTED] Age: 67
  - >> MASTIN MATTHEWS ROBESON [REDACTED] Age: 38
  - >> MASTIN MATTHEWS ROBESON [REDACTED] Age: 66
  - >> LEE EDWARD ROBESON [REDACTED] Age: 31
  - >> **D** EDWARD J ROBESON III [REDACTED] Age: 99 Died at (91)
  - >> ALEXANDER CHRISTIAN ROBESON [REDACTED] Age: 38
  - >> EDDIE LEE HALL [REDACTED] Age: 73
  - >> CHRISTI L HALL [REDACTED] Age: 45
  - >> **D** ELIZABETH E HALL [REDACTED] Age: 68 Died at (55)
- > DANIEL F HALL 08/1980 Age: 39
  - >> REGINA BLANTON HALL [REDACTED] Age: 57
  - >> REBEKAH JENNIFER HALL [REDACTED] Age: 40
  - >> LAUNA MARIE HALL [REDACTED] Age: 50
  - >> KENNETH C HALL [REDACTED] Age: 58
  - >> JUSTIN WADE HALL [REDACTED] Age: 52
  - >> JONATHAN DANIEL HALL [REDACTED] Age: 42
  - >> JESSICA ALLIE HALL [REDACTED] Age: 46
  - >> DANIEL MORGAN HALL [REDACTED] Age: 34
  - >> CHRISTOPHE J HALL [REDACTED] Age: 30
  - >> CHARLES L HALL [REDACTED] Age: 37
  - >> BRENDA J HALL [REDACTED] Age: 59
  - >> AMANDA KAY HALL [REDACTED] Age: 32
  - >> JESSICA M CAPECI [REDACTED] Age: 42
  - >> ML JUSTIN W HALL [REDACTED] Age: 52
- > DANIEL DEWITT HALL [REDACTED] Age: 65
  - >> EMILY CANDACE ROTHERHAM [REDACTED] Age: 30
  - >> KATHY MINOR HALL [REDACTED] Age: 54
  - >> JOHN QUINN HALL [REDACTED] Age: 67
  - >> CALLIE LOUISE HALL [REDACTED] Age: 38
  - >> BRADLEY RUSSELL HALL [REDACTED] Age: 53
- > CHARLES DEWITT HALL 12/1979 Age: 41
- > REBECCA JEAN HAGOPIAN [REDACTED] Age: 37
  - >> JESSE R HAGOPIAN [REDACTED] Age: 39
  - >> JESSE HAGOPIAN
- > MARGARET HALL AUSTIN [REDACTED] Age: 33
  - >> FELICIA MAE AUSTIN [REDACTED] Age: 30
  - >> SORYIA BRIANNIA AUSTIN [REDACTED] Age: 29
  - >> JAMES E AUSTIN [REDACTED] Age: 68
  - >> **D** ISAAC ALEXANDER AUSTIN [REDACTED] Age: 74 Died at (65)
  - >> **D** IAN ALEXANDER AUSTIN [REDACTED] Age: 39 Died at (38)
  - >> ANGELA HICKLEN AUSTIN [REDACTED] Age: 55
  - >> THOMAS ADAM AUSTIN IX [REDACTED] Age: 33

## Likely Associates - Summary (2 Found)

MASTIN MATTHEWS ROBESON [REDACTED] Age: 66  
 PATRICK MICHAEL DUCEY [REDACTED] Age: 66

## Possible Associates - Summary (11 Found)

ANITA B FEEMSTER [REDACTED] Age: 63

SUSAN N LEAKE [REDACTED] Age: 67

JOHN H LEAKE II [REDACTED] Age: 66

JANET L BURTON [REDACTED] Age: 53

**D** JAMES MCCLURE ABERNETHY [REDACTED] Age: 98 Died at (89)**D** LOTTIE A WALLACE [REDACTED] Age: 105 Died at (79)

MYRA C WARLICK

**D** NELL R SMITH [REDACTED] Age: 119 Died at (90)

L E WALLACE

MARGARET W ABERNETHY

ALAN ABERNETHY

## Neighbor Phones (11 Found)

Neighbors' Phones for 1711 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)( 07/2007 to 08/19/2020)

1717 FILBERT HWY, YORK, SC 29745-8766 (YORK COUNTY)

(803) 684-0123 (ET)- MOSS, SCOTT

SCOTT MOSS [ View Person Record ] Age: 55

1690 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)

(803) 684-4945 (ET)- HALL, ROBERT M

ROBERT M HALL [ View Person Record ] Age: 62

1690 FILBERT HWY, YORK, SC 29745-8765 (YORK COUNTY)

(803) 818-5492 (ET)- TEMPLETON, C

**D** C TEMPLETON [ View Person Record ] Age: 97 Died at (94)

1809 FILBERT HWY, YORK, SC 29745-8767 (YORK COUNTY)

(803) 684-0309 (ET)- HARGETT, JAMES

JAMES HARGETT [ View Person Record ] Age: 65

1501 FILBERT HWY, YORK, SC 29745-8764 (YORK COUNTY)

(803) 684-3496 (ET)- BIGGERS, LOUISE

LOUISE BIGGERS [ View Person Record ] Age: 85

1989 FILBERT HWY, YORK, SC 29745-8768 (YORK COUNTY)

(803) 684-6586 (ET)- HOPE, THOMAS M JR

THOMAS M HOPE JR [ View Person Record ] Age: 78

1999 FILBERT HWY, YORK, SC 29745-8768 (YORK COUNTY)

(803) 684-7486 (ET)- GIESELMANN, RANDY &amp; MISSY

RANDY GIESELMANN [ View Person Record ] Age: 64

1999 FILBERT HWY, YORK, SC 29745-8768 (YORK COUNTY)

(803) 684-7486 (ET)- GIESELMANN, RANDY &amp; MISSY

MISSY GIESELMANN [ View Person Record ] Age: 40

1399 FILBERT HWY, YORK, SC 29745-8776 (YORK COUNTY)

(803) 684-3600 (ET)- TINSLEY, WALLACE REV/OFC

TINSLEY REV

2024 FILBERT HWY, YORK, SC 29745-8769 (YORK COUNTY)

(803) 684-9998 (ET)- SMITH, BEN R JR

SMITH JR

Neighbors' Phones for 1711 US HIGHWAY 321 S, YORK, SC 29745-8502 (YORK COUNTY)( 03/1991 to 01/24/2003)

1677 US HIGHWAY 321 S, YORK, SC 29745-8519 (YORK COUNTY)  
(803) 684-5226 (ET)- QUEEN, JACKIE LEE  
JACKIE LEE QUEEN [ View Person Record ] Age: 70

G Roman

From: Max Fratoddi m.fratoddi@psgill.com  
 Subject: Re: Additional Research Needed  
 Date: June 20, 2020 at 11:02 PM  
 To: Henry Rosado h.rosado@psgill.com

Henry,

I have reread the Judicial Merit Election Commission Personal Data Questionnaire, and need your help with additional research. It is a pdf doc, so I'll ID each question and add a note as to what I want to look at:

1. #5. Please run a TLO on his wife and see if there are any obvious connections in this case?
2. #7. See if you can identify his law school classmates, and determine if any of them are connected to this case?
3. #7. Who were his colleagues on the Law School National Trial Team?
4. #9. Check out Christian Legal Society, any history he has there, and any connections there with others involved in this case?
5. #12. Get a screen capture of the title of that publication for our report
6. #14. Who were the other attorneys in the 16th Judicial Circuit Solicitor's Office with him, in 1988-90, and 1989-2011?
7. #14. \* Public Defender's Office, 2011-14?
8. #17-22. Is there a way to determine what the missing questions 17-22 are?
9. #24. Review of the five cases: none were overly controversial, nor overturned on appellate review?
10. #27. Of the seven examples cited, he withdrew on four; can we research them to see if there was anything unusual about the three withdrawals after being nominated?
11. #30. Can a financial statement be obtained from the public record?
12. #35. Can the actual record be researched to verify his comment that "everyone was sued"?
13. #38. Can we obtain a copy of this video?
14. #48. How did he finance your campaign?
15. #50. Can you research York County Bar Association and identify any connections to this case?
16. \* SC "2
17. #51. \* Filbert Presbyterian Church"?

Thanks

Jdg Daniel D Hall-Judicial  
 Merit Sel Comm.pdf

25

On Jun 11, 2020, at 9:25 AM, Henry Rosado <h.rosado@psgill.com> wrote:

--Jdg Daniel D Hall-Judicial Merit Sel Comm.pdf--

## Nondisclosure and Non-Use Agreement

This Nondisclosure and Non-Use Agreement (the "Agreement") is made as of the 2<sup>nd</sup> day of June, 2020 (the "Effective Date") by and between Gregg Roman and Gravitas Synergy Solutions LLC (referred to herein collectively as the "Disclosing Parties" and individually as a "Disclosing Party") and Max Fratoddi and Private Investigation Services Group LLC (referred to herein collectively as the "Receiving Parties" and individually as a "Receiving Party").

WHEREAS, the Disclosing Parties possess proprietary and Confidential Information, as defined herein below;

WHEREAS, Receiving Parties will receive and have access to the Confidential Information of Disclosing Parties for the purpose of the Receiving Parties' assistance with investigations on behalf of the Disclosing Parties, together with any other transaction related thereto (the "Transaction");

WHEREAS, Receiving Parties must receive the Confidential Information of Disclosing Parties to perform the Transaction;

WHEREAS, Disclosing Parties desire to prevent the unauthorized use and disclosure of their Confidential Information;

WHEREAS, Disclosing Parties would not agree to disclose their Confidential Information without the agreement by Receiving Parties to enter into this Agreement and be bound by the terms herein; and

WHEREAS, the parties desire to agree on certain terms and conditions regarding the disclosure and use of the Confidential Information.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby irrevocably acknowledged, the parties agree as follows:

1. Confidential Information. For the purposes of this Agreement, "Confidential Information" shall mean all information, data and ideas, in whatever form and however learned or disclosed, whether written, verbal (whether or not reduced to writing and/or designated as confidential after the verbal disclosure), based on visual inspection or observation (whether or not reduced to writing and/or designated as confidential after the inspection or observation), encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential or as proprietary, which: (i) has been produced to the Disclosing Party pursuant to any Consent Confidentiality Order or Protective Order or any similar agreement or order entered in the course of ongoing litigation; (ii) is related to ongoing legal strategy or trial preparation in any ongoing litigation; or (iii) relates to the business of Disclosing Parties, regardless of whether the data or information constitutes a trade secret as that term is defined in 12 P.S. § 5302, defining a "trade secret" as "information, including a formula, drawing, pattern, compilation including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily

ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use", and (2) "is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."; is disclosed to a Receiving Party or of which a Receiving Party became aware of as a consequence of the relationship with the Disclosing Parties; has value to the Disclosing Parties; is not generally known to competitors or potential competitors of the Disclosing Parties; and shall include, but not be limited to the following: trade secrets; methods of operation; business operations; profits; profit margins; names and contact information of customers; names and contact information of suppliers; names and contact information of vendors; names and contact information of distributors; marketing and development plans; price lists; expense and cost data; pricing and billing policies; sales data; fuel consumption; fuel acquisition; fuel pricing; quoting procedures; marketing techniques and methods of obtaining business; forecasts and forecast assumptions and volumes; future plans which have been or are being discussed; plans for acquisition of property; plans for expansion; potential strategies of Disclosing Parties that have been or are being discussed; opinions as to the value of certain properties and ideas; financial information and projections; tax returns and information contained therein; financial statements and information contained therein; audit reports and information contained therein; personnel data; names, addresses and contact information of employees and contractors, the amount of compensation paid them, and their duties and responsibilities; employment agreements; leases; contracts and other legal agreements to which Disclosing Parties, or any of them, are a party; and any other information or data that would be recognized under applicable state, federal or common law as confidential in nature and worthy of protection; provided however, that such term shall not apply to the exceptions to Confidential Information which have been carved out from the definition of Confidential Information pursuant to Paragraph 4, Exceptions, herein below.

## 2. Nondisclosure and Non-Use Obligations.

(a) Receiving Parties irrevocably acknowledge that each item comprising Confidential Information is a valuable, special and unique asset of Disclosing Parties. Receiving Parties also acknowledge the legitimacy of the need to maintain the confidentiality of such Confidential Information, and that the unauthorized use or disclosure of Trade Secrets (as defined in the Pennsylvania Uniform Trade Secrets Act of 2004 and the Defend Trade Secrets Act), which Trade Secrets are incorporated into the definition of Confidential Information, would have an irreparably injurious effect on Disclosing Parties. Therefore, Receiving Parties shall strictly comply with the terms of this Agreement, and shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information. Receiving Parties shall use the Confidential Information solely to perform the Transaction and for no other purpose. Should the relationship between the Parties extend beyond the Transaction, then the terms hereof shall likewise extend to cover all disclosures and access of Confidential Information for that purpose or purposes, and the purpose for which Receiving Parties may use or disclose the Confidential Information shall be expanded only as much as is necessary for it to conduct such additional business.

(b) Receiving Parties shall not directly or indirectly, in any way, reveal, report, publish, disclose, display, provide, transfer, divulge or otherwise make available all or any part of the Confidential Information to any person or entity at any time for the Term, unless Receiving Parties have received prior written permission from the Disclosing Parties or a Receiving Party is required to do so by law or valid court order. This provision shall not be construed to limit or reduce the protections provided for Trade Secrets by the Pennsylvania Uniform Trade Secrets Act

of 2004, the Defend Trade Secrets Act, or any other federal or state law. Receiving Parties shall not make copies of the Confidential Information or any portion thereof without the prior written consent of the Disclosing Parties.

(c) Receiving Parties shall limit dissemination of the Confidential Information to those of their respective employees, officers, directors, consultants, and agents (collectively, "Representatives"), who have: (i) reason to receive it for the purposes specified in this Agreement, (ii) been informed that the Confidential Information belongs to Disclosing Parties and is subject to this Agreement, and (iii) have executed a similar agreement agreeing to be bound by the terms of this Agreement or are already under an existing obligation to keep the Confidential Information confidential. Any Representative of a Receiving Parties having access to Confidential Information shall be bound to the Disclosing Parties by an obligation of confidentiality not less stringent than this Agreement. Receiving Parties hereby agree to be responsible for any breach of this Agreement by it or any of its Representatives and for the damages resulting therefrom.

(d) Except as permitted by this Agreement, the Receiving Parties shall not disclose to any person the fact that any Confidential Information has been made available to a Receiving Party or that a Receiving Party has inspected any portion or all the Confidential Information without the prior written consent of the Disclosing Parties.

(e) Receiving Parties shall comply with any other reasonable security measures requested in writing by Disclosing Parties from time to time.

3. Non-Use Obligations. Receiving Parties shall not use any Confidential Information to unfairly compete or obtain an unfair advantage vis-a-vis Disclosing Parties in any commercial activity that is similar to the business of the Disclosing Parties.

4. Exceptions. Confidential Information shall not include information which: (i) has been voluntarily disclosed to the public by a Disclosing Party; (ii) has been independently developed and disclosed by others; or (iii) has otherwise entered the public domain through lawful means.

5. Legally Compelled Disclosures. In the event that Confidential Information of Disclosing Parties must be disclosed by a Receiving Party to comply with any applicable law, order, regulation or ruling, said Receiving Party shall give Disclosing Parties prompt written notice of the same in order to allow Disclosing Parties to take necessary action including to seek a protective order, as appropriate, and shall provide Disclosing Parties with adequate time necessary prior to disclosing the Confidential Information to enable Disclosing Parties to seek any such protective order. Furthermore, Receiving Parties shall also cooperate with Disclosing Parties in protecting the confidentiality of the Confidential Information in a lawful manner. Nothing in this Agreement shall prevent a Receiving Party from complying with all such compelled legal disclosures.

6. Defend Trade Secrets Act Notifications:

(a) Nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law.

(b) Receiving Parties cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information as long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal.

(c) Disclosing Parties will not retaliate against an individual in any way for a disclosure made in accordance with the law.

(d) In the event a disclosure is made, and a Receiving Party files a lawsuit against a Disclosing Party or Disclosing Parties, collectively, alleging retaliation against Receiving Party because of a disclosure by a Receiving Party, then the Receiving Party may disclose the relevant trade secret or confidential information to Receiving Party's attorney and may use the same in the court proceeding only if (i) Receiving Party ensures that any court filing that includes the trade secret or confidential information at issue is made under seal; and (ii) Receiving Party does not otherwise disclose the trade secret or confidential information except as required by court order.

7. Acknowledgment of Rights Under Defend Trade Secrets Act. Notwithstanding anything else herein to the contrary, Disclosing Parties shall have the right, but not the obligation, to file any claim for theft of trade secrets under the Defend Trade Secrets Act in federal court, and Receiving Parties hereby acknowledge the federal civil cause of action for trade secret misappropriation under the Defend Trade Secrets Act. Furthermore, Receiving Parties consent to jurisdiction in such federal court, in the event Disclosing Parties (or any of them) file an action in federal court under the Defend Trade Secrets Act.

8. Reasonableness of Covenant. It is expressly agreed that the restrictive covenants contained herein are reasonable and necessary to protect and preserve the interests and business of the Disclosing Parties and, where legally required, are reasonable as to scope of prohibited activity, duration and geographical coverage and in all other respects, and the parties hereby irrevocably waive the right to make a factual assertion to the contrary at any time. Receiving Parties further specifically acknowledge that the agreement by Disclosing Parties to disclose the Confidential Information to Receiving Parties for the Transaction, in addition to other good and valuable consideration, adequately compensates Receiving Parties for entering into these covenants and that Disclosing Parties would not have entered into this Agreement had said covenants not been entered into by Receiving Parties. Therefore, these covenants were bargained for specifically.

9. No License. All Confidential Information is and will remain the sole property of the Disclosing Parties. Nothing in this Agreement grants or confers any right, by license or otherwise, expressly or impliedly, for any patent, copyright, trademark, service mark, trade secret, business strategy, marketing plan, invention, discovery, development or improvement on any of the foregoing, embodied in the Confidential Information disclosed hereunder.

10. Return of Information. Upon the conclusion of the Transaction performed by Receiving Parties hereunder or if asked by Disclosing Parties, whichever is earlier, Receiving Parties shall immediately return all Confidential Information and all copies and extracts thereof to the Disclosing Parties, and Receiving Parties acknowledge and agree that they shall not keep any

copies, summaries or other documentation of any Confidential Information, whether in tangible or electronic form. Upon the return or destruction of all such Confidential Information in the possession of the Receiving Parties, as applicable, an authorized officer of Receiving Parties shall certify in writing to Disclosing Parties that all such materials have been returned to Disclosing Parties and/or destroyed.

11. Notification of Unauthorized Disclosure. Receiving Parties shall promptly notify the Disclosing Parties in writing of any unauthorized disclosure of Confidential Information of which the Receiving Parties become aware.

12. No Obligation. Each party understands that this Agreement does not obligate the other party to disclose any information or negotiate or enter into any agreement or relationship. The Disclosing Parties reserve the right, in their sole discretion, to reject any and all proposals made by the Receiving Parties and to terminate discussions and the Transaction at any time. Disclosing Parties make no representation or warranty as to the accuracy or completeness of any information provided by them, whether or not any such information is Confidential Information, and Disclosing Parties (including all its officers, employees and representatives) shall not have any liability to a Receiving Party or its Representatives.

13. Remedy. The parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Disclosing Parties for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, in addition to all remedies available under the Defend Trade Secrets Act, the Disclosing Parties shall each be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond, and Receiving Parties hereby consent to the granting of such equitable relief. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Moreover, Disclosing Parties shall have the right to seize any property necessary to prevent the propagation or dissemination of Trade Secrets through ex parte application, and Receiving Parties hereby consent to such ex parte seizure, and waive any defense to such action that Receiving Parties may otherwise have had.

14. Term. The covenants made herein shall remain in full force and effect for so long as the information received by, disclosed to, or accessed by Receiving Parties remains "Confidential Information." Moreover, the term of such obligation shall remain in full force and effect beyond the expiration or termination of this Agreement for any reason.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

16. Modification of Invalid Provisions. In the event any Section, paragraph, subparagraph, sentence, clause, or phrase (or portion of any of them) or any word or punctuation mark should be held invalid, illegal or unenforceable, in whole or in part, then the restrictions and covenants shall not thereby be terminated or severed but rather shall be amended and revised first by such court, if still authorized by Pennsylvania law, to the extent required to render them valid and enforceable and consistent with the intent of the Parties. In the event that the courts are no longer able to modify a covenant that is otherwise void and unenforceable and it is determined,

against the express desires of the Parties, that any particular provision or provisions of this Agreement is or are invalid or unenforceable, the remaining Sections, paragraphs, subparagraphs, sentences, clauses and phrases (and portions thereof) and words and punctuation marks which are not held unenforceable shall remain intact and fully enforceable without regard to the unenforceable portion, provided the remaining portion appears consistent with the express intent of the parties as set forth herein. Accordingly, the unenforceability of any such Section, paragraph, covenant or agreement, or any part thereof, shall not affect the validity or enforceability of any other such Section, paragraph, covenant or agreement, any part thereof or any other provision or provisions of this Agreement.

17. Forum. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive personal and subject matter jurisdiction of the state and/or federal courts located in Philadelphia County, Pennsylvania.

18. No Assignment. This Agreement shall not be assignable without the express written consent of both parties hereto. Any written consent required hereunder shall not be unreasonably withheld, conditioned or delayed.

19. Amendments. This Agreement may not be amended without the express written consent of the Parties.

20. Authorization. Each individual executing this Agreement on behalf of the parties does hereby represent and warrant that he or she has been and is on the date hereof duly authorized to execute this Agreement on behalf of his or her respective party.

21. Waiver. Failure by either party to enforce any provision contained in this Agreement will not be construed as a present or future waiver of such provision.

22. Notice. All notices, requests, consents, demands and other communications provided for in this Agreement will be in writing and shall be deemed sufficient if delivered in person, by express courier or by facsimile with receipt confirmed to the party to be notified at the address of such party listed below.

23. Headings. The headings and section numbers used herein are for convenience only and are not to be used in construing the meaning or intent of this Agreement.

24. Attorneys' Fees. If any action at law or equity shall be brought to recover for or on the account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party costs of the prevailing party, including reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

25. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, including facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be affixed hereto all as of the Effective Date.

**DISCLOSING PARTIES:**

Gravitas Synergy Solutions

\_\_\_\_\_

Date:

**RECEIVING PARTIES:**

George M. Fratoddi

By: George M. Fratoddi

Title: President, PISG LLC

Date: June 3, 2020

## Nondisclosure and Non-Use Agreement

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WHEREAS, the parties desire to agree on certain terms and conditions regarding the disclosure and use of the Confidential Information.

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ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use", and (2) "is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."; is disclosed to a Receiving Party or of which a Receiving Party became aware of as a consequence of the relationship with the Disclosing Parties; has value to the Disclosing Parties; is not generally known to competitors or potential competitors of the Disclosing Parties; and shall include, but not be limited to the following: trade secrets; methods of operation; business operations; profits; profit margins; names and contact information of customers; names and contact information of suppliers; names and contact information of vendors; names and contact information of distributors; marketing and development plans; price lists; expense and cost data; pricing and billing policies; sales data; fuel consumption; fuel acquisition; fuel pricing; quoting procedures; marketing techniques and methods of obtaining business; forecasts and forecast assumptions and volumes; future plans which have been or are being discussed; plans for acquisition of property; plans for expansion; potential strategies of Disclosing Parties that have been or are being discussed; opinions as to the value of certain properties and ideas; financial information and projections; tax returns and information contained therein; financial statements and information contained therein; audit reports and information contained therein; personnel data; names, addresses and contact information of employees and contractors, the amount of compensation paid them, and their duties and responsibilities; employment agreements; leases; contracts and other legal agreements to which Disclosing Parties, or any of them, are a party; and any other information or data that would be recognized under applicable state, federal or common law as confidential in nature and worthy of protection; provided however, that such term shall not apply to the exceptions to Confidential Information which have been carved out from the definition of Confidential Information pursuant to Paragraph 4, Exceptions, herein below.

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(b) Receiving Parties shall not directly or indirectly, in any way, reveal, report, publish, disclose, display, provide, transfer, divulge or otherwise make available all or any part of the Confidential Information to any person or entity at any time for the Term, unless Receiving Parties have received prior written permission from the Disclosing Parties or a Receiving Party is required to do so by law or valid court order. This provision shall not be construed to limit or reduce the protections provided for Trade Secrets by the Pennsylvania Uniform Trade Secrets Act

of 2004, the Defend Trade Secrets Act, or any other federal or state law. Receiving Parties shall not make copies of the Confidential Information or any portion thereof without the prior written consent of the Disclosing Parties.

(c) Receiving Parties shall limit dissemination of the Confidential Information to those of their respective employees, officers, directors, consultants, and agents (collectively, "Representatives"), who have: (i) reason to receive it for the purposes specified in this Agreement, (ii) been informed that the Confidential Information belongs to Disclosing Parties and is subject to this Agreement, and (iii) have executed a similar agreement agreeing to be bound by the terms of this Agreement or are already under an existing obligation to keep the Confidential Information confidential. Any Representative of a Receiving Parties having access to Confidential Information shall be bound to the Disclosing Parties by an obligation of confidentiality not less stringent than this Agreement. Receiving Parties hereby agree to be responsible for any breach of this Agreement by it or any of its Representatives and for the damages resulting therefrom.

(d) Except as permitted by this Agreement, the Receiving Parties shall not disclose to any person the fact that any Confidential Information has been made available to a Receiving Party or that a Receiving Party has inspected any portion or all the Confidential Information without the prior written consent of the Disclosing Parties.

(e) Receiving Parties shall comply with any other reasonable security measures requested in writing by Disclosing Parties from time to time.

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5. Legally Compelled Disclosures. In the event that Confidential Information of Disclosing Parties must be disclosed by a Receiving Party to comply with any applicable law, order, regulation or ruling, said Receiving Party shall give Disclosing Parties prompt written notice of the same in order to allow Disclosing Parties to take necessary action including to seek a protective order, as appropriate, and shall provide Disclosing Parties with adequate time necessary prior to disclosing the Confidential Information to enable Disclosing Parties to seek any such protective order. Furthermore, Receiving Parties shall also cooperate with Disclosing Parties in protecting the confidentiality of the Confidential Information in a lawful manner. Nothing in this Agreement shall prevent a Receiving Party from complying with all such compelled legal disclosures.

6. Defend Trade Secrets Act Notifications:

(a) Nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law.

(b) Receiving Parties cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information as long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal.

(c) Disclosing Parties will not retaliate against an individual in any way for a disclosure made in accordance with the law.

(d) In the event a disclosure is made, and a Receiving Party files a lawsuit against a Disclosing Party or Disclosing Parties, collectively, alleging retaliation against Receiving Party because of a disclosure by a Receiving Party, then the Receiving Party may disclose the relevant trade secret or confidential information to Receiving Party's attorney and may use the same in the court proceeding only if (i) Receiving Party ensures that any court filing that includes the trade secret or confidential information at issue is made under seal; and (ii) Receiving Party does not otherwise disclose the trade secret or confidential information except as required by court order.

7. Acknowledgment of Rights Under Defend Trade Secrets Act. Notwithstanding anything else herein to the contrary, Disclosing Parties shall have the right, but not the obligation, to file any claim for theft of trade secrets under the Defend Trade Secrets Act in federal court, and Receiving Parties hereby acknowledge the federal civil cause of action for trade secret misappropriation under the Defend Trade Secrets Act. Furthermore, Receiving Parties consent to jurisdiction in such federal court, in the event Disclosing Parties (or any of them) file an action in federal court under the Defend Trade Secrets Act.

8. Reasonableness of Covenant. It is expressly agreed that the restrictive covenants contained herein are reasonable and necessary to protect and preserve the interests and business of the Disclosing Parties and, where legally required, are reasonable as to scope of prohibited activity, duration and geographical coverage and in all other respects, and the parties hereby irrevocably waive the right to make a factual assertion to the contrary at any time. Receiving Parties further specifically acknowledge that the agreement by Disclosing Parties to disclose the Confidential Information to Receiving Parties for the Transaction, in addition to other good and valuable consideration, adequately compensates Receiving Parties for entering into these covenants and that Disclosing Parties would not have entered into this Agreement had said covenants not been entered into by Receiving Parties. Therefore, these covenants were bargained for specifically.

9. No License. All Confidential Information is and will remain the sole property of the Disclosing Parties. Nothing in this Agreement grants or confers any right, by license or otherwise, expressly or impliedly, for any patent, copyright, trademark, service mark, trade secret, business strategy, marketing plan, invention, discovery, development or improvement on any of the foregoing, embodied in the Confidential Information disclosed hereunder.

10. Return of Information. Upon the conclusion of the Transaction performed by Receiving Parties hereunder or if asked by Disclosing Parties, whichever is earlier, Receiving Parties shall immediately return all Confidential Information and all copies and extracts thereof to the Disclosing Parties, and Receiving Parties acknowledge and agree that they shall not keep any

copies, summaries or other documentation of any Confidential Information, whether in tangible or electronic form. Upon the return or destruction of all such Confidential Information in the possession of the Receiving Parties, as applicable, an authorized officer of Receiving Parties shall certify in writing to Disclosing Parties that all such materials have been returned to Disclosing Parties and/or destroyed.

11. Notification of Unauthorized Disclosure. Receiving Parties shall promptly notify the Disclosing Parties in writing of any unauthorized disclosure of Confidential Information of which the Receiving Parties become aware.

12. No Obligation. Each party understands that this Agreement does not obligate the other party to disclose any information or negotiate or enter into any agreement or relationship. The Disclosing Parties reserve the right, in their sole discretion, to reject any and all proposals made by the Receiving Parties and to terminate discussions and the Transaction at any time. Disclosing Parties make no representation or warranty as to the accuracy or completeness of any information provided by them, whether or not any such information is Confidential Information, and Disclosing Parties (including all its officers, employees and representatives) shall not have any liability to a Receiving Party or its Representatives.

13. Remedy. The parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Disclosing Parties for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, in addition to all remedies available under the Defend Trade Secrets Act, the Disclosing Parties shall each be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond, and Receiving Parties hereby consent to the granting of such equitable relief. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Moreover, Disclosing Parties shall have the right to seize any property necessary to prevent the propagation or dissemination of Trade Secrets through ex parte application, and Receiving Parties hereby consent to such ex parte seizure, and waive any defense to such action that Receiving Parties may otherwise have had.

14. Term. The covenants made herein shall remain in full force and effect for so long as the information received by, disclosed to, or accessed by Receiving Parties remains "Confidential Information." Moreover, the term of such obligation shall remain in full force and effect beyond the expiration or termination of this Agreement for any reason.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

16. Modification of Invalid Provisions. In the event any Section, paragraph, subparagraph, sentence, clause, or phrase (or portion of any of them) or any word or punctuation mark should be held invalid, illegal or unenforceable, in whole or in part, then the restrictions and covenants shall not thereby be terminated or severed but rather shall be amended and revised first by such court, if still authorized by Pennsylvania law, to the extent required to render them valid and enforceable and consistent with the intent of the Parties. In the event that the courts are no longer able to modify a covenant that is otherwise void and unenforceable and it is determined,

against the express desires of the Parties, that any particular provision or provisions of this Agreement is or are invalid or unenforceable, the remaining Sections, paragraphs, subparagraphs, sentences, clauses and phrases (and portions thereof) and words and punctuation marks which are not held unenforceable shall remain intact and fully enforceable without regard to the unenforceable portion, provided the remaining portion appears consistent with the express intent of the parties as set forth herein. Accordingly, the unenforceability of any such Section, paragraph, covenant or agreement, or any part thereof, shall not affect the validity or enforceability of any other such Section, paragraph, covenant or agreement, any part thereof or any other provision or provisions of this Agreement.

17. Forum. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive personal and subject matter jurisdiction of the state and/or federal courts located in Philadelphia County, Pennsylvania.

18. No Assignment. This Agreement shall not be assignable without the express written consent of both parties hereto. Any written consent required hereunder shall not be unreasonably withheld, conditioned or delayed.

19. Amendments. This Agreement may not be amended without the express written consent of the Parties.

20. Authorization. Each individual executing this Agreement on behalf of the parties does hereby represent and warrant that he or she has been and is on the date hereof duly authorized to execute this Agreement on behalf of his or her respective party.

21. Waiver. Failure by either party to enforce any provision contained in this Agreement will not be construed as a present or future waiver of such provision.

22. Notice. All notices, requests, consents, demands and other communications provided for in this Agreement will be in writing and shall be deemed sufficient if delivered in person, by express courier or by facsimile with receipt confirmed to the party to be notified at the address of such party listed below.

23. Headings. The headings and section numbers used herein are for convenience only and are not to be used in construing the meaning or intent of this Agreement.

24. Attorneys' Fees. If any action at law or equity shall be brought to recover for or on the account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party costs of the prevailing party, including reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

25. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, including facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be affixed hereto all as of the Effective Date.

**DISCLOSING PARTIES:**

Gravitas Synergy Solutions

\_\_\_\_\_

Date:

**RECEIVING PARTIES:**

*George M. Fratoddi*

\_\_\_\_\_

By: George M. Fratoddi

Title: President, PISG LLC

Date: June 3, 2020

**Pickle Ball To Do:****7/27/20**

| <u>ACTION</u>                                                                                                 | <u>ASSIGNED TO</u> | <u>COMPLETED</u> |
|---------------------------------------------------------------------------------------------------------------|--------------------|------------------|
| 1. Copy of already signed NDA's to be sent to Dana and Betty:                                                 | Gregg              |                  |
| 2. NDAs to be sent (Eddie and Eric) for signature:                                                            | Gregg              |                  |
| 3. Sign/return NDA to Gregg:                                                                                  | Eddie/Eric         |                  |
| 4. Send copies of DNR report (Eric, Eddie):                                                                   | Max                |                  |
| 5. Send DNR report reading/assessment assignment:                                                             | Max                |                  |
| 6. Send copies of DNR missing/illegible pages:                                                                | Gregg> Max         |                  |
| 7. Send copies of DNR research and analysis data briefly discussed today:                                     | Greg>Max           |                  |
| 8. Review Fitsnews, 7.26.2020:                                                                                | All                |                  |
| 9. Review and confirm best communications platform for communications: text/emails: "ex: Signal," Protonmail" | Max/All            |                  |

# Contracts



## Private Investigation Services Group, LLC

SLED License 2978

Principals: Max Fratoddi | Henry Rosado

### CLIENT CONTACT LOG

#### GRAVITAS SYNERGY SOLUTIONS LLC

4/15/2020

- Initial contact with Karl Milligan, Patriot Security Group, WDC
  - (referral to client with work in Beaufort County)

6/1/2020

- Initial call with GR re case
  - NDA,
  - SC Shield Law, 1993
    - Protection from slander charges
  - Middle East Institute employment
  - Mohammad Fahmy

6/4/2020

- 4-5 separate investigations to cover the scope of work from the Investigative Journal for 1) accident, and 2) public corruption in SC (Alex Pipas)
- Primary focus is February 24, 2019 boating accident near Parris Island
  - Death of boat member Mallory Beach
  - USMC MP statement
  - DNR investigation
  - Involvement of 14<sup>th</sup> Circuit Solicitor's Office (Allendale, Beaufort, Colleton, Hampton, Jasper counties)
  - Reclusion of various LE, solicitors (1<sup>st</sup> and 2<sup>nd</sup> judges (Perry Badner, Carmen Mullen), sheriff; SC SC CJ picked a York county judge (sccourt.org); Daniel Dewitt Hall
  - Murtaugh Family connection to all parties in boat
  - Criminal cover up at several levels

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## CLIENT CONTACT LOG

- Finances of boat participants
- Case history
- Other parties in wrongful death law-suit by (plaintiff) Beach family (has worked with Murtaugh family law in the past) (Alex, Buster)
  - Parkers
- Two other wrongful death cases (Paul)
- 3/19/2019; refiled/assigned to Hampton County
- Phase 1:
  - Look for vulnerabilities in case
  - Identify and chase down leads
  - New judge assigned to case after several recusals
    - Nomination
    - Qualifications
    - Judicial history
  - Other attorneys
    - Mark Cinsley
    - Tabor Vaux (grandson of RM (illegitimate child?))
    - Mitchell Griffith
    - John Tiller     Murdaugh
    - Amy Bower         “
    - V
    - Hayersmith Simbler Boyd, Charleston
  - Insurance policies
    - Evanston
    - Starstone
    - Philadelphia Insurance Co.
      - Galavan, White, Boyd
  - SC Rules of Criminal Procedure
    - Shield Law 501 2060 45c
    -
- Public Corruption in SC
  - Murtaugh history of involvement in SC contracts
  - Public corruption policy in SC
  - FBI involvement
  - Probe-gate
  - Local press reporting
  - Holistic view
- End game:

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## CLIENT CONTACT LOG

- Story
- No story
- 3<sup>rd</sup> party beneficiaries

6/15/2020

- Meet GR at Grind Coffee, Bluffton
  - Drop Box / Degoo; 100gb storage
  - Proton ETEI email
- 4 levels of investigation:
  - Family connections in the legal community
  - Law firms connections
  - Affected parties
  - Unaffected parties
- "Due Diligence Consulting"
- Charleston PI, Duncan Hunter
- 7/9/2020 visitor from Tel Aviv?
- Rapplers from Philadelphia?
- Mohammad
  
- Client: Investigative Journal, an online media company; benefactor funding. GSS is a sub-contractor, who will sub out additional project taskings in various locations, based on specialties
  - Investigative interest
    - Public corruption in SC
      - Boating accident 2/24/2018
        - Murtaugh Family
          - Beaufort Tax Assessor
            - \$32,499 Murdaugh Family Trust
            - \$32,999 " "
            - 5 parcels of land on Jessie's Island granted from trust to children and grandchildren by trustee Randolph
            - Randy> 4 parcels; sister> 3> 5 parcels to 7 children
            - Alex and Lydia sold shares to other family members
      - Beech Family
      - Parkers
    - Conflicts of interest, 14<sup>th</sup> Circuit 5 county area
      - Connections
        - Participants
        - Non-participants
- Probe-Gate

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## CLIENT CONTACT LOG

- Grand jury; Richland County
- David Pascoe; Solicitor, 1<sup>st</sup> Circuit
- Wrongful Deaths Connected to Murtaugh Family:
  - Stephen Smith (SCHP), 2016
  - Hispanic housekeeper fell downstairs (Stephen Smith?)
    - Philadelphia Insurance Company already paid \$500K of \$2M policy
    - Hampton County

6/23/2020; 11:30 - 1430

Meeting in Beaufort w/ HR, Gregg, Alex Pipas

POV mileage 60.3 (1030-1130; 1430-1530)

Updated focus:

- Non-parties connected to case through family, legal or insurance connections
- 2 other wrongful death cases connected to the Murtaugh family
  - Nature of settlements
  - Housekeeper; payoff
  - Connections to other families connected to the boating accident
- Deficiencies in investigation
- Parents of all children involved in boating accident; connections
- Social media connections; friends
- Geo networking (sourcing, coding, tagging) for relationship and other connections
- Murtaugh family tree; four generations

Need new quote for ongoing investigation



## PRIVATE INVESTIGATION SERVICES GROUP, LLC

FIDELITY | INTEGRITY | TRUST

SLED License 2798

### CLIENT CONTRACT

1. This agreement is made on June 8, 2020, between Gregg Roman (hereafter GR) and Gravititas Synergy Solutions, LLC (hereafter FIRM), and Private Investigations Services Group, LLC (hereafter PISG).
2. In consideration of the agreement made herein, PISG will conduct legal and ethical investigative activities consisting of background investigations and due diligence research regarding certain publicly available information, professional qualifications and bona fides, and ongoing data collection and analysis consistent with GR and the FIRM's investigative objectives.
3. These investigative activities will begin on or about June 8, 2020.
4. GR and the FIRM will pay an upfront retainer fee of \$3000.00 for these services (unless modified later in this contract, or later approved by GR and the FIRM in writing, or verbally under exigent circumstances). GR and FIRM understands that PISG contractual obligations will commence upon clearance of the retainer fee. Should GR and FIRM decide to cancel this contract for any reason prior to the completion of the contract requirements, GR and FIRM agrees to forfeit to PISG 50% of the retainer, or the fee consistent with work performed on the date of cancellation.
5. GR and the FIRM agrees that, after chargeable activities equal to the above amount are conducted:  
 \_\_\_\_\_ (GR/FIRM initials) PISG, in consultation with the FIRM, is authorized to continue the investigation until satisfactorily resolved.  
 \_\_\_\_\_ (GR/FIRM initials) FIRM agrees to \_\_\_\_\_ additional hours at \$150.00 per hour.  
 \_\_\_\_\_ (GR/FIRM initials) No further investigative activities are authorized.
6. GR and the FIRM assumes responsibility to provide accurate information concerning the investigation. PISG is not responsible for unproductive investigative time resulting from inaccurate information supplied by GR and the FIRM.

## CLIENT CONTRACT

7. PISG agrees that its representatives will maintain reasonable communications with GR and the FIRM during the investigation. GR and the FIRM agrees that additional or follow-on meetings and conversations with PISG representatives may be billed to GR and the FIRM at the rate of \$150.00 per hour.

8. Unless waived herein by GR and the FIRM, PISG agrees to provide, within 30 days of the conclusion of the services contracted herein, a written report accurately detailing the hours worked, activities fully accounting for time charged, and results of the investigation.

9. \_\_\_\_\_ (GR/FIRM initials) The FIRM waives the right to receive a written contract.

\_\_\_\_\_ (GR/FIRM initials) The FIRM waives the right to receive a written report.

### 10. ACCURACY OF INFORMATION SOURCES:

Database search reports are performed strictly based on the information provided by GR and the FIRM. Any error in spelling, format, or sequence of letters, words or numbers can result in wrong information on the subject. Research data is supplied from different private sources, computer systems, public information facilities, government open record institutions, and might also contain confidential source information.

While all attempts are made by those information sources to maintain the integrity of this data, PISG cannot be held liable for any errors, omissions, or inaccuracies contained in public record information or databases accessed. Furthermore, though PISG makes reasonable efforts (within the scope of GR and the FIRM's contract) to determine the accuracy of the information, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

If the information reported is not "Original Source" information, but is of particular interest or concern to GR and the FIRM, PISG strongly recommends that GR and the FIRM conduct additional information collection and analysis to be cross-referenced with "Original Source" information to provide a greater degree of confidence in the information provided.

### 11. RESPONSIBLE USE OF INFORMATION:

PISG and most of the data bases used for investigation and research are NOT consumer reporting agencies. PISG promotes the responsible use of the information that it provides, and reserves the right to withhold information deemed outside the scope of a permissible purpose, or otherwise defined by state and federal law and/or regulation (including "Confidential Information" not normally available in the public domain). GR and the FIRM is responsible to safeguard the information provided from unauthorized third-party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) Right to Financial Privacy Act (RFPA), and applicable state and federal laws and regulations. It is incumbent upon GR and the FIRM and

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his/her representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.

Furthermore, GR and the FIRM affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening, or any other illegal purpose(s).

In the event that GR and the FIRM has requested PISG to locate a subject, no personal information, including telephone numbers, residential or business address, or any other personal identifying information shall be released to GR and the FIRM without PISG acquiring permission directly from the subject.

### 12. GR/FIRM MISREPRESENTATION:

GR and the FIRM attests that he/she has not misrepresented him/herself, their company, organization, or purpose for requesting the services that PISG provides. GR and the FIRM understands that misrepresentation in this agreement may result in civil and criminal action against GR and the FIRM and/or their organization, as well as any and all monies paid to be forfeited. PISG reserves the right to refuse service to GR and the FIRM for any issue of security, safety, unlawful, unethical, or immoral reasons.

GR and the FIRM further represents that the information provided by the PISG shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. GR and the FIRM agrees to and shall indemnify and hold harmless PISG, its employees and agent(s), from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to GR and the FIRM.

### 13. CONFIDENTIALITY

All investigative findings furnished to GR and the FIRM are exclusively for GR and the FIRM'S own use. GR and the FIRM agrees to restrict the dissemination of said findings ONLY to third-parties who have a legitimate need to know, and/or authorized by law. GR and the FIRM will hold PISG harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to GR and the FIRM, and for which GR and the FIRM fails to keep strictly confidential. PISG will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by GR and the FIRM, or court ordered.

### 14. INDEMNIFICATION

GR and the FIRM agrees to indemnify, defend, and hold harmless PISG against any and all liability claims including, but not limited to libel, slander, and defamation, suits, losses, costs and any legal fees caused by, arising out of or resulting from, any report, investigation, or

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investigative work done by the agency. GR and the FIRM further agrees to indemnify, and save and hold harmless PISG, its employees, assigns, successors, representatives, or heirs from any legal action arising from any investigation, report, or results obtained, or actions taken by PISG for or on behalf of GR and the FIRM, so long as such actions are not intentionally harmful on the part of PISG. Furthermore, GR and the FIRM, agrees to indemnify and to save and hold harmless PISG from any and all legal actions, damages, costs, expenses or any other liability which may arise or result from any investigation, and/or information released to, or receipt of information by other persons wherein GR and the FIRM, or GR and the FIRM's assigns or representatives, or others disclose such information, or, in such instances where PISG is not aware of the access to information by other persons, whether by telephonic, audio, visual or any other means, during any discussions with GR and the FIRM, or any information disclosed by GR and the FIRM to any third parties.

GR and the FIRM hereby indemnifies and saves and holds harmless PISG from any damages or liability for any situation caused by, or resulting from any verbal or written report, disclosure, or information released by PISG without GR and the FIRM's prior consent, because such information was, at the time, and in the opinion of PISG, evidence of a serious crime committed or about to be committed, or if suppression or withholding of such information would be a separate crime punishable by law. PISG reserves the right to notify the appropriate law enforcement or other authorities of any situation discovered, while engaged for GR and the FIRM pursuant to this agreement, which in PISG's opinion or on-scene assessment, poses a serious risk, danger or other emergency to persons or property.

The data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services and will be specifically identified as provided by a third-party. As a result, Private Investigation Services Group, LLC, without additional investigation, cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided and expressly disclaims all warranties, express or implied, as to any matter whatsoever. Provider (PISG) will not be responsible for any loss or damage caused by the use of this data.

\_\_\_\_\_  
Date \_\_\_\_\_  
(for Gregg Roman and Gravitas Synergy Solutions, LLC)

\_\_\_\_\_  
Date \_\_\_\_\_  
(for Private Investigation Services Group, LLC)

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In the event that GR and the FIRM has requested PISG to locate a subject, no personal information, including telephone numbers, residential or business address, or any other personal identifying information shall be released to GR and the FIRM without PISG acquiring permission directly from the subject.

### 12. GR/FIRM MISREPRESENTATION:

GR and the FIRM attests that he/she has not misrepresented him/herself, their company, organization, or purpose for requesting the services that PISG provides. GR and the FIRM understands that misrepresentation in this agreement may result in civil and criminal action against GR and the FIRM and/or their organization, as well as any and all monies paid to be forfeited. PISG reserves the right to refuse service to GR and the FIRM for any issue of security, safety, unlawful, unethical, or immoral reasons.

GR and the FIRM further represents that the information provided by the PISG shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. GR and the FIRM agrees to and shall indemnify and hold harmless PISG, its employees and agent(s), from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to GR and the FIRM.

### 13. CONFIDENTIALITY

All investigative findings furnished to GR and the FIRM are exclusively for GR and the FIRM'S own use. GR and the FIRM agrees to restrict the dissemination of said findings ONLY to third-parties who have a legitimate need to know, and/or authorized by law. GR and the FIRM will hold PISG harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to GR and the FIRM, and for which GR and the FIRM fails to keep strictly confidential. PISG will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by GR and the FIRM, or court ordered.

### 14. INDEMNIFICATION

GR and the FIRM agrees to indemnify, defend, and hold harmless PISG against any and all liability claims including, but not limited to libel, slander, and defamation, suits, losses, costs and any legal fees caused by, arising out of or resulting from, any report, investigation, or

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investigative work done by the agency. GR and the FIRM further agrees to indemnify, and save and hold harmless PISG, its employees, assigns, successors, representatives, or heirs from any legal action arising from any investigation, report, or results obtained, or actions taken by PISG for or on behalf of GR and the FIRM, so long as such actions are not intentionally harmful on the part of PISG. Furthermore, GR and the FIRM, agrees to indemnify and to save and hold harmless PISG from any and all legal actions, damages, costs, expenses or any other liability which may arise or result from any investigation, and/or information released to, or receipt of information by other persons wherein GR and the FIRM, or GR and the FIRM's assigns or representatives, or others disclose such information, or, in such instances where PISG is not aware of the access to information by other persons, whether by telephonic, audio, visual or any other means, during any discussions with GR and the FIRM, or any information disclosed by GR and the FIRM to any third parties.

GR and the FIRM hereby indemnifies and saves and holds harmless PISG from any damages or liability for any situation caused by, or resulting from any verbal or written report, disclosure, or information released by PISG without GR and the FIRM's prior consent, because such information was, at the time, and in the opinion of PISG, evidence of a serious crime committed or about to be committed, or if suppression or withholding of such information would be a separate crime punishable by law. PISG reserves the right to notify the appropriate law enforcement or other authorities of any situation discovered, while engaged for GR and the FIRM pursuant to this agreement, which in PISG's opinion or on-scene assessment, poses a serious risk, danger or other emergency to persons or property.

The data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services and will be specifically identified as provided by a third-party. As a result, Private Investigation Services Group, LLC, without additional investigation, cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided and expressly disclaims all warranties, express or implied, as to any matter whatsoever. Provider (PISG) will not be responsible for any loss or damage caused by the use of this data.

\_\_\_\_\_  
Date  
(for Gregg Roman and Gravitas Synergy Solutions, LLC)

\_\_\_\_\_  
Date  
(for Private Investigation Services Group, LLC)

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## Private Investigation Services Group, LLC

SLED License 2978

Principals: Max Fratoddi | Henry Rosado

### CLIENT CONTRACT

REVISED JUNE 29, 2020

1. This agreement is made on June 29, 2020, between Gregg Roman (hereafter GR) and Gravitas Synergy Solutions, LLC (hereafter FIRM), and Private Investigations Services Group, LLC (hereafter PISG), and to modify, revise, and replace the prior client contract dated June 8, 2020. The balance of the original retainer, \$1500.00, shall be carried over to this contract. Pursuant to this agreement, the Client shall deposit \$4500.00 on July 1, 2020, bringing the monthly retainer balance to \$6000.00.

2. In consideration of the agreement made herein, PISG will conduct legal and ethical investigative activities consisting of background investigations and due diligence research regarding certain publicly available information, professional qualifications and bona fides, and ongoing data collection and analysis consistent with GR and the FIRM's investigative objectives.

3. These investigative activities will begin on or about June 29, 2020.

4. GR and the FIRM will pay a non-refundable, monthly flat fee retainer of \$6000.00 for these services (unless modified later in this contract, or later approved by GR and the FIRM in writing, or verbally under exigent circumstances), due the first of each month. This non-refundable flat fee is based on various factors, including the degree of PISG assets, knowledge, skills, and abilities to be applied to these matters, and PISG's commitment of time to this contract to the exclusion of others. GR and FIRM's GR and FIRM understands that PISG contractual obligations will commence upon bank clearance of the non-refundable retainer. Should GR and FIRM decide to cancel this contract for any reason prior to the completion of the contract requirements, GR and FIRM agrees to forfeit to PISG 50% of the monthly retainer.

5. GR and the FIRM agrees that, after chargeable activities equal to the above amount are conducted:

\_\_\_\_\_ (GR/FIRM initials) PISG, in consultation with the FIRM, is authorized to continue the investigation until satisfactorily resolved.

\_\_\_\_\_ (GR/FIRM initials) FIRM agrees to \_\_\_\_\_ additional hours at \$100.00 per hour.

\_\_\_\_\_ (GR/FIRM initials) No further investigative activities are authorized.

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6. GR and the FIRM assumes responsibility to provide accurate information concerning the investigation. PISG is not responsible for unproductive investigative time resulting from inaccurate information supplied by GR and the FIRM.

7. PISG agrees that its representatives will maintain reasonable communications with GR and the FIRM during the investigation. GR and the FIRM agrees that additional or follow-on meetings and conversations with PISG representatives may be billed to GR and the FIRM at the rate of \$100.00 per hour.

8. Unless waived herein by GR and the FIRM, PISG agrees to provide, within 30 days of the conclusion of the services contracted herein, a written report accurately detailing the hours worked, activities fully accounting for time charged, and results of the investigation.

9. \_\_\_\_\_ (GR/FIRM initials) The FIRM waives the right to receive a written contract.

\_\_\_\_\_ (GR/FIRM initials) The FIRM waives the right to receive a written report.

### 10. ACCURACY OF INFORMATION SOURCES:

Database search reports are performed strictly based on the information provided by GR and the FIRM. Any error in spelling, format, or sequence of letters, words or numbers can result in wrong information on the subject. Research data is supplied from different private sources, computer systems, public information facilities, government open record institutions, and might also contain confidential source information.

While all attempts are made by those information sources to maintain the integrity of this data, PISG cannot be held liable for any errors, omissions, or inaccuracies contained in public record information or databases accessed. Furthermore, though PISG makes reasonable efforts (within the scope of GR and the FIRM's contract) to determine the accuracy of the information, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

If the information reported is not "Original Source" information, but is of particular interest or concern to GR and the FIRM, PISG strongly recommends that GR and the FIRM conduct additional information collection and analysis to be cross-referenced with "Original Source" information to provide a greater degree of confidence in the information provided.

### 11. RESPONSIBLE USE OF INFORMATION:

PISG and most of the data bases used for investigation and research are NOT consumer reporting agencies. PISG promotes the responsible use of the information that it provides, and reserves the right to withhold information deemed outside the scope of a permissible purpose, or otherwise

defined by state and federal law and/or regulation (including "Confidential Information" not normally available in the public domain). GR and the FIRM is responsible to safeguard the

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information provided from unauthorized third-party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) Right to Financial Privacy Act (RFPA), and applicable state and federal laws and regulations. It is incumbent upon GR and the FIRM and his/her representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.

Furthermore, GR and the FIRM affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening, or any other illegal purpose(s).

In the event that GR and the FIRM has requested PISG to locate a subject, no personal information, including telephone numbers, residential or business address, or any other personal identifying information shall be released to GR and the FIRM without PISG acquiring permission directly from the subject.

### 12. GR/FIRM MISREPRESENTATION:

GR and the FIRM attests that he/she has not misrepresented him/herself, their company, organization, or purpose for requesting the services that PISG provides. GR and the FIRM understands that misrepresentation in this agreement may result in civil and criminal action against GR and the FIRM and/or their organization, as well as any and all monies paid to be forfeited. PISG reserves the right to refuse service to GR and the FIRM for any issue of security, safety, unlawful, unethical, or immoral reasons.

GR and the FIRM further represents that the information provided by the PISG shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. GR and the FIRM agrees to and shall indemnify and hold harmless PISG, its employees and agent(s), from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to GR and the FIRM.

### 13. CONFIDENTIALITY

All investigative findings furnished to GR and the FIRM are exclusively for GR and the FIRM'S own use. GR and the FIRM agrees to restrict the dissemination of said findings ONLY to third-parties who have a legitimate need to know, and/or authorized by law. GR and the FIRM will hold PISG harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to GR and the FIRM, and for which GR and the FIRM fails to keep strictly confidential. PISG will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by GR and the FIRM, or court ordered.

### 14. INDEMNIFICATION

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GR and the FIRM agrees to indemnify, defend, and hold harmless PISG against any and all liability claims including, but not limited to libel, slander, and defamation, suits, losses, costs and any legal fees caused by, arising out of or resulting from, any report, investigation, or investigative work done by the agency. GR and the FIRM further agrees to indemnify, and save and hold harmless PISG, its employees, assigns, successors, representatives, or heirs from any legal action arising from any investigation, report, or results obtained, or actions taken by PISG for or on behalf of GR and the FIRM, so long as such actions are not intentionally harmful on the part of PISG. Furthermore, GR and the FIRM, agrees to indemnify and to save and hold harmless PISG from any and all legal actions, damages, costs, expenses or any other liability which may arise or result from any investigation, and/or information released to, or receipt of information by other persons wherein GR and the FIRM, or GR and the FIRM's assigns or representatives, or others disclose such information, or, in such instances where PISG is not aware of the access to information by other persons, whether by telephonic, audio, visual or any other means, during any discussions with GR and the FIRM, or any information disclosed by GR and the FIRM to any third parties.

GR and the FIRM hereby indemnifies and saves and holds harmless PISG from any damages or liability for any situation caused by, or resulting from any verbal or written report, disclosure, or information released by PISG without GR and the FIRM's prior consent, because such information was, at the time, and in the opinion of PISG, evidence of a serious crime committed or about to be committed, or if suppression or withholding of such information would be a separate crime punishable by law. PISG reserves the right to notify the appropriate law enforcement or other authorities of any situation discovered, while engaged for GR and the FIRM pursuant to this agreement, which in PISG's opinion or on-scene assessment, poses a serious risk, danger or other emergency to persons or property.

The data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services and will be specifically identified as provided by a third-party. As a result, Private Investigation Services Group, LLC, without additional investigation, cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided and expressly disclaims all warranties, express or implied, as to any matter whatsoever. Provider (PISG) will not be responsible for any loss or damage caused by the use of this data.

\_\_\_\_\_  
Date  
(for Gregg Roman and Gravitas Synergy Solutions, LLC)

\_\_\_\_\_  
Date  
(for Private Investigation Services Group, LLC)

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## Private Investigation Services Group, LLC

SLED License 2978

Principals: Max Fratoddi | Henry Rosado

### CLIENT CONTRACT

REVISED JULY 31, 2020

1. This agreement is made on July 31, 2020, between Gravitas Synergy Solutions, LLC (hereafter FIRM), and Private Investigations Services Group, LLC (hereafter PISG), and serves to modify, revise, and replace the prior client contract dated June 29, 2020. Pursuant to this agreement, the Client shall provide to PISG \$6000.00 on August 1, 2020, bringing the monthly retainer balance to \$6000.00.

2. In consideration of the agreement made herein, PISG will conduct legal and ethical investigative activities consisting of background investigations and due diligence research regarding publicly available information, professional qualifications and bona fides, and ongoing data collection and analysis consistent with the FIRM's investigative objectives. These activities may also include the identification and interviewing of human resources linked directly or indirectly to the FIRM's investigative objectives.

3. These investigative activities will begin on or about August 1, 2020.

4. The FIRM will pay a non-refundable, monthly flat fee retainer of \$6000.00 for these services (unless modified later in this contract, or later approved by the FIRM in writing, or verbally under exigent circumstances), due the first of each month. This non-refundable flat fee is based on various factors, including the degree of PISG assets, knowledge, skills, and abilities to be applied to these matters, and PISG's commitment of time to this contract to the exclusion of others. FIRM understands that PISG contractual obligations will commence upon bank clearance of the non-refundable retainer. Should FIRM decide to cancel this contract for any reason prior to the completion of the contract requirements, FIRM agrees to forfeit to PISG 50% of the monthly retainer.

5. FIRM agrees that, after chargeable activities equal to the above amount are conducted: \_\_\_\_\_ (FIRM initials) PISG, in consultation with the FIRM, is authorized to continue the investigation until satisfactorily resolved.

\_\_\_\_\_ (FIRM initials) FIRM agrees to \_\_\_\_\_ additional hours at \$100.00 per hour.

\_\_\_\_\_ (FIRM initials) No further investigative activities are authorized.

6. FIRM assumes responsibility to provide accurate information concerning the investigation. PISG is not responsible for unproductive investigative time resulting from inaccurate information supplied by the FIRM.

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7. PISG agrees that its representatives will maintain reasonable communications with the FIRM during the investigation. FIRM agrees that additional or follow-on meetings and conversations with PISG representatives may be billed to the FIRM at the rate of \$100.00 per hour.

8. Unless waived herein by the FIRM, PISG agrees to provide, within 30 days of the conclusion of the services contracted herein, a written report accurately detailing the hours worked, activities fully accounting for time charged, and results of the investigation.

9. \_\_\_\_\_ (FIRM initials) The FIRM waives the right to receive a written contract.

\_\_\_\_\_ (FIRM initials) The FIRM waives the right to receive a written report.

### 10. ACCURACY OF INFORMATION SOURCES:

Database search reports are performed strictly based on the information provided by the FIRM. Any error in spelling, format, or sequence of letters, words or numbers can result in wrong information on the subject. Research data is supplied from different private sources, computer systems, public information facilities, government open record institutions, and might also contain confidential source information.

While all attempts are made by those information sources to maintain the integrity of this data, PISG cannot be held liable for any errors, omissions, or inaccuracies contained in public record information or databases accessed. Furthermore, though PISG makes reasonable efforts (within the scope of the FIRM's contract) to determine the accuracy of the information, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

If the information reported is not "Original Source" information, but is of particular interest or concern to the FIRM, PISG strongly recommends that the FIRM conduct additional information collection and analysis to be cross-referenced with "Original Source" information to provide a greater degree of confidence in the accuracy of the information provided.

### 11. RESPONSIBLE USE OF INFORMATION:

PISG and most of the data bases used for investigation and research are NOT consumer reporting agencies. PISG promotes the responsible use of the information it provides, and reserves the right to withhold information deemed outside the scope of a permissible purpose, or otherwise defined by state and federal law and/or regulation (including "Confidential Information" not normally available in the public domain). FIRM is responsible to safeguard the information provided from unauthorized third-party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) Right to Financial Privacy Act (RFPA), and applicable state and federal laws and regulations. It is incumbent upon the FIRM and his/her representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.

Furthermore, the FIRM affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening, or any other illegal purpose(s).

### 12. FIRM MISREPRESENTATION:

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FIRM attests that he/she has not misrepresented him/herself, their company, organization, or purpose for requesting the services that PISG provides. FIRM understands that misrepresentation in this agreement may result in civil and criminal action against the FIRM and/or their organization, as well as any and all monies paid to be forfeited. PISG reserves the right to refuse service to the FIRM for any issue of security, safety, unlawful, unethical, or immoral reasons.

FIRM further represents that the information provided by the PISG shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. FIRM agrees to and shall indemnify and hold harmless PISG, its employees and agent(s), from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to the FIRM.

### 13. CONFIDENTIALITY

All investigative findings furnished to the FIRM are exclusively for the FIRM'S own use. FIRM agrees to restrict the dissemination of said findings ONLY to third-parties who have a legitimate need to know, and/or authorized by law. FIRM will hold PISG harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to the FIRM, and for which the FIRM fails to keep strictly confidential. PISG will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by the FIRM, or court ordered.

### 14. INDEMNIFICATION

FIRM agrees to indemnify, defend, and hold harmless PISG against any and all liability claims including, but not limited to libel, slander, and defamation, suits, losses, costs and any legal fees caused by, arising out of or resulting from, any report, investigation, or investigative work done by the agency. FIRM further agrees to indemnify, and save and hold harmless PISG, its employees, assigns, successors, representatives, or heirs from any legal action arising from any investigation, report, or results obtained, or actions taken by PISG for or on behalf of the FIRM, so long as such actions are not intentionally harmful on the part of PISG. Furthermore, FIRM, agrees to indemnify and to save and hold harmless PISG from any and all legal actions, damages, costs, expenses or any other liability which may arise or result from any investigation, and/or information released to, or receipt of information by other persons wherein the FIRM, or the FIRM's assigns or representatives, or others disclose such information, or, in such instances where PISG is not aware of the access to information by other persons, whether by telephonic, audio, visual or any other means, during any discussions with the FIRM, or any information disclosed by the FIRM to any third parties.

FIRM hereby indemnifies and saves and holds harmless PISG from any damages or liability for any situation caused by, or resulting from any verbal or written report, disclosure, or information released by PISG without the FIRM's prior consent, because such information was, at the time, and in the opinion of PISG, evidence of a serious crime committed or about to be committed, or if suppression or withholding of such information would be a separate crime punishable by law. PISG reserves the right to notify the appropriate law enforcement or other authorities of any situation discovered, while engaged for the FIRM pursuant to this agreement, which in PISG's opinion or on-scene assessment, poses a serious risk, danger or other emergency to persons or property.

The data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services, and will be specifically identified as provided by a third-party. As

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a result, Private Investigation Services Group, LLC, without additional investigation, cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided, and expressly disclaims all warranties, express or implied, as to any matter whatsoever. Provider (PISG) will not be responsible for any loss or damage caused by the use of this data.

\_\_\_\_\_  
(for Gravitas Synergy Solutions, LLC)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(for Private Investigation Services Group, LLC)

\_\_\_\_\_  
Date

CONFIDENTIAL

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NDA

## NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of July 30, 2020 (the "**Effective Date**"), by and between Gravitas Synergy Solutions LLC (the "**Owner**"), of 144 N Narberth Ave., Nartberth, Pennsylvania 19072, and \_\_\_\_\_ (the "**Recipient**"), of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Information will be disclosed to the Recipient to determine whether the Recipient could assist Gravitas Synergy Solutions LLC with the development of its journalistic investigation into corruption in South Carolina.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient.

Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. "Confidential Information" does not include:**

- matters of public knowledge that result from disclosure by the Owner;
  - information rightfully received by the Recipient from a third party without a duty of confidentiality;
  - information independently developed by the Recipient;
  - information disclosed by operation of law;
  - information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

**X. ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**XI. TERM.** The obligations of this Agreement shall survive 4 years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

**XII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Pennsylvania. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

**XIII. WHISTLEBLOWER PROTECTION.** This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**XIV. SIGNATORIES.** This Agreement shall be executed by Stacey Roman, Director, on behalf of Gravitas Synergy Solutions LLC and \_\_\_\_\_ and delivered in the manner prescribed by law as of the date first written above.

**OWNER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stacey Roman

**RECIPIENT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "Agreement") is made effective as of July 30, 2020 (the "Effective Date"), by and between Gravitas Synergy Solutions LLC (the "Owner"), of 144 N Narberth Ave., Narberth, Pennsylvania 19072, and Dana K. Motley (the "Recipient"), of 320 Seaport Lane Unit 101 Pleasant, SC USA.

Information will be disclosed to the Recipient to determine whether the Recipient could assist Gravitas Synergy Solutions LLC with the development of its journalistic investigation into corruption in South Carolina.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. "Confidential Information" does not include:**

- matters of public knowledge that result from disclosure by the Owner;
  - information rightfully received by the Recipient from a third party without a duty of confidentiality;
  - information independently developed by the Recipient;
  - information disclosed by operation of law;
  - information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

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**XIV. SIGNATORIES.** This Agreement shall be executed by Stacey Roman, Director, on behalf of Gravitas Synergy Solutions LLC and Dana K. Motley and delivered in the manner prescribed by law as of the date first written above.

**OWNER:**

DocuSigned by:  
By: Stacey Roman Date: 7/30/2020  
347C83D3F1B7428...  
Stacey Roman

**RECIPIENT:**

By: Dana K. Motley Date: \_\_\_\_\_

# Research

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**REVIEW/ANALYSIS**

**BASED ON DNR TABLE OF CONTENTS (TOC) LISTINGS**

**MF**

**AUGUST 12, 2020**

SENSITIVE & CONFIDENTIAL

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**REPORT FORMAT**

**General Description/Identifier of Document**

1. General Impression of the report or information
  - a. Competent, unprofessional, lacking, etc.
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. Case relevant
  - b. Explanation why not done/missing
  - c. Why important
3. How best to address #2 items
  - a. Strategy
  - b. Tactics
  - c. Type of approach to collect information
4. Author initials only; no business affiliations

SENSITIVE & CONFIDENTIAL

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**REVIEW AND ANALYSIS; TOC P1: A1-23**

**Unlisted Document 1 Before A-1: SCDNR Reference Page**

1. General description, and impression of the report or information  
This document provides basic information on 1) the accident, 2) the boat, 3) boat owner, 4) fatality Mallory BEACH, and 5) five additional passengers
2. Identify obvious gaps, inconsistencies, and possible leads  
None
3. How best to address #2 items  
N/A
4. Misc.  
None

**Unlisted Document 2 Before A-1: SCDNR Satellite Photo of Locations Connected to the Accident**

1. General description, and impression of the report or information  
This overhead photo (copy is dark and difficult to read) lists five locations: 1) Archer Creek Accident Location, 2) Beaufort Day Dock, 3) WOOD (family) Oyster Roast, 4) MURDAUGH Creek House, and 5) Recovery Site (Mallory BEACH)
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. Does not plot the boat route, or timeline
3. How best to address #2 items  
Not necessary, as we already know the boat route, and general timeline, and is provided in Unlisted Document 3
4. Misc.  
None

**Unlisted Document 3 Before A-1: SCDNR Time Line of Events 2/23'19 to 3/03/19**

1. General description and impression of the report or information  
A good layout of events starting the evening at 5:30PM, with Paul arriving at Parkers, and concluding at 12:21AM, 2/24/19, with the boat coming to a stop after crash. It then skips to 3/3/19, when MB was recovered
2. Identify obvious gaps, inconsistencies, and possible leads
  - A. After leaving the Woods Family Oyster Roast at 12:11AM, boat almost collided with the WOODS "Swing Bridge" at 12:35. *Additional details needed*
  - B. Beaufort Waterfront Stop; *Video Coverage needed*

**SCDNR BOATING ACCIDENT REPORT  
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- a. Entry for (1/24/19) 12:39AM and 12:44AM, for docking at Beaufort Day Dock; why the need to leave and return to dock the second time
  - b. Video of them between the time they docked the first time (12:39AM) and the second time (12:44AM)
  - c. Which part of the large docking area did they dock
  - d. The departure of Paul and Connor from the docking area (12:53-55) to Luther's Rare and Well Done Bar
  - e. Activities of the other four in/around the swing sets next to the water
  - f. Activities of all when they regroup at the dock at 1:13AM, and depart 1:17AM
- C. 2:20AM; boat slows down as Paul moves to the front of the boat arguing with Morgan DOUGHTY. *Clearer understanding of situation needed*
3. How best to address #2 items
- A. Clarify averted collision at Woods Swing Bridge by interviewing DNR GPS data and boat members (last steps)
  - B. Approach Beaufort Waterfront authorities re. video capturing the above events
  - C. Interview Morgan DOUGHTY about argument (last stage)
4. Misc.
- None

**A-1: SCDNR Call Log**

1. General description and impression of the report or information

This is a detailed DNR call log of all relevant communications connected to the boating accident on 2/24/19, and continues to 3/3/19, when the body of Mallory BEACH was found. It has a number of codes for various law enforcement actions, some of which are not decipherable. Note that this is a call log, and is not intended to be a detailed report

2. Identify obvious gaps, inconsistencies, and possible leads

A. Timeline:

- a. Accident reportedly occurred at 2:20AM (2/24/19)
- b. First call to DNR by Beaufort Sheriff at 2:32AM, then 2:48AM
- c. DNR Conservation Officer Austin PRITCHER on scene 3:28AM
- d. 5:19AM; DNR First Sgt. Adam HENDERSON stated "alcohol may have been involved, but the boat operator had not been identified. DNR arrived on scene 3:28AM; why not?"
- e. WTOC (Savannah) reporter Nicole SARTAIN, 912-234-1111 called; *interview her in near future*
- f. 2/26/2019; Olivia BOYLES calls with information about the case; *interview her in the near future*
- g. 2/28/2019; caller (possibly Calvin BRYAN, 843-226-0238), called, asking about "if a boat was involved in an accident where someone is missing and an

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
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active investigation is going on, then would the boat be confiscated from the owner during the investigation?" Caller hung up before being connected to Investigator (case agent) Michael BROCK, saying he would be in contact "with an officer that he (caller) knows." BROCK attempted to call him back, but he hung up on BROCK. *Confirm caller identity; interview caller and BROCK.*

3. How best to address #2 items

Add this to the many other questions for DNR Investigator BROCK and interview with all logical questions. May only have one chance to talk to him. Caution re caller, as caller may have been a surrogate for MURDAUGH family

4. Misc.

The issues briefly identified above will be addressed in more detail in later reports

**A-2: CO Austin PRITCHER Supplemental Report**

1. General description and impression of the report or information

Though this is titled a "Supplemental Report (2/28/2019)", it appears to be his primary report about his involvement as the DNR "first responder" to the accident on 2/24/2019. He conducted a number of tasks, and was ultimately relieved by the DNR case agent, Investigator Michael BROCK

2. Identify obvious gaps, inconsistencies, and possible leads

It is informative as far as it goes, but unfortunately leaves out substantial and critical details about the events and discussions subsequent to his arrival on that early morning

- A. Beaufort Sheriff, Port Royal Police, USMC MP's, and other law enforcement and search and rescue personnel responded; some were on the scene prior to DNR's arrival, some arrived after. *Identify and interview those personnel who would have been in a position to discuss the situation right after the crash, and the appearance and demeanor of the boat members*
- B. After being asked by PRITCHER who was driving the boat, comment of Paul MURDAUGH: "Why do you need to know who was driving? That's isn't going to help find Mallory. I definitely was not driving, these are all my best friends." *Get expert opinion to assess the statement and any motivation behind it*
- C. *Interview Morgan DOUGHTY regarding her statements at the hospital, including that regarding the group going to Luther's in Beaufort, "Connor and Paul were the only ones with their IDs"*
- D. *Explain the DNR policy, and procedures, for suspected boating DUI; for boating fatalities. They had two operator suspects (Paul and Connor) who appeared to have met a reasonable suspicion or probable cause to believe they were impaired, and there were open alcohol containers on the boat. Should their refusals to take the Standard Field Sobriety Test have resulted in being taken into custody prior to the MURDAUGH family lawyers arriving and cutting off Paul giving a statement? Connor?*

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

E. *Missing search warrant for the boat; receipt with contents of search?*

3. How best to address #2 items  
See A-1 above

**A-3: CO Austin PRITCHER Photos of Boat**

1. General description and impression of the report or information  
Eight external photos of the boat. Dark nature of copies make the photos somewhat unclear
2. Identify obvious gaps, inconsistencies, and possible leads  
No good photos of the contents inside the boat (life preservers, alcohol containers, etc.)
3. How best to address #2 items  
*Review BSO boat search warrant report*

**A-4: (DNR) First Sgt. Adam HENDERSON Supplemental Report**

1. General description and impression of the report or information  
A general description of his actions upon first being notified of the accident by Conservation Officer (CO) Austin PRITCHER. He provided direction to him throughout the event
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. He took photos of the boat that indicated blood stains; *where are the photos*
  - b. Keith COOK stated to him "Paul and I have been friends for a long time, but no more I can't forgive him for this." *Was this explained further in a later statement?*
  - c. CO PRITCHER informed him (AH) that Connor COOK might have been the driver, based on information he received at the Beaufort Hospital. *Was this ever followed up?*
  - d. Many agencies were involved with the accident, including Parris Island Fire and Rescue, Beaufort Marine Rescue Squadron, BSO, Port Royal PD, Parris Island Game Warden, Parris Island Provost Marshal Office, Beaufort City PD, Beaufort Search and Rescue, Beaufort EMS, SLED, USCG, and SCDNR. *Were those who responded soon after the accident, and might have had personal contact or conversations with the passengers, interviewed after submitting their initial report?*
  - e. *Results of social media checks*
  - f. *Results of boat inventory*
  - g. *Results of MB Apple watch search*
3. How best to address #2 items  
Addressed in main report on each item

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**A-5: Inv. Michael BROCK Timeline**

1. General Impression of the report or information  
This timeline is a bit confusing in its organization, but some useful things stand out.
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. Obtain copy of search warrants for the boat and GPS
  - b. Information contained on MB Apple watch
  - c. Interviews at MUSC re Connor COOK
  - d. Coroner's report on MB
  - e. LE report on SM search
3. How best to address #2 items  
Addressed in substantive report

**A-6: Inv. Michael BROCK Supplemental Report**

1. General Impression of the report or information  
BROCK is the SCDNR Boating Accident Investigator (apparently a specialty category)
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. Contents of a follow up interview with Morgan DOUGHTY
  - b. Interview w/ DNR legal counsel Craig JONES
    - i. Policy and procedures re SFST in boating accidents
    - ii. Why wasn't Paul and Connor given the (mandatory?) SFST, based on the evidence of their intoxication on the scene of the accident, or at the hospital, before his father arrived
    - iii. What new evidence allowed DNR to later identify him as the driver and be charged with three felonies
  - c. Follow up at MUSC re Connor COOK
  - d. Explanation of Anthony COOK's comment that "Paul was trying to make everything ok"
3. How best to address #2 items  
Addressed in substantive reports

**A-7: Inv. Matthew HAMMOND Timeline**

1. General Impression of the report or information  
A general timeline covering his activities during the course of the accident investigation. He assisted lead investigator BROCK
2. Identify obvious gaps, inconsistencies, and possible leads
  - a. Copies of medical records of boat members from Beaufort County Memorial Hospital
  - b. Second statement from Morgan DOUGHTY

**SCDNR BOATING ACCIDENT REPORT  
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- c. *Statement from Milley ALTMAN*
- d. *Interview of bartender from Luther's*
- e. *Copy of video from Luther's*
- f. *Copy of Beaufort Waterfront security camera videos the night of the accident from Beaufort (City) PD*
- g. *Olivia BOYLES; clarification of information provided re "groups" social media postings*
- h. *Port Royal officer's body cameras and reports*
- i. *Why he met Kristy WOOD at Parker's 55 Instead of her residence*
- j. *Review of her written statement*
- k. *Interview of BC EMS, who transported all five passengers to hospital*
- 3. How best to address #2 Items  
Addressed in substantive reports

**A-8: Inv. Damian YONGUE Timeline**

- 1. General Impression of the report or Information  
General timeline of his activities connected to this case. No substantive reports, though many were conducted
- 2. Identify obvious gaps, inconsistencies, and possible leads  
Review substantive reports
- 3. How best to address #2 Items  
Review with assigned evaluator

**A-9: Lt. Robin CAMLIN Timeline**

- 1. General Impression of the report or Information  
General timeline, but with a bit more substance than A8 above
- 2. Identify obvious gaps, inconsistencies, and possible leads  
It identifies many reports and GPS evidence, various conversations that should be followed up
- 3. How best to address #2 Items  
Review with assigned evaluator

**A-10: Lt. CAMLIN Memo to File- Conversation with Mr. and Mrs. COOK**

- 1. General Impression of the report or information  
A basic report that details to some degree about CAMLIN's interaction with Marty and Christine COOK, the doctor performing the surgery at MUSC on 2/24/2019
- 2. Identify obvious gaps, inconsistencies, and possible leads  
CAMLIN departed MUSC before Connor COOK came out of surgery, w/o asking what happened and who was driving the boat
- 3. How best to address #2 Items

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

Interview Mr. and Mrs. COOK, Connor

**A-11: Mallory Madison BEACH (Fatality Victim) Driver Record, Sea Hawk Comprehensive Report, SCDNR Inhouse Information**

1. General Impression of the report or information

Standard driver report for MBEACH. Sea Hawk Comprehensive Report appears to be a commercial database report on MB, similar to the ones used by licensed Pls. The SCDNR Inhouse Information contained information related to MB various fishing and hunting licenses

2. Identify obvious gaps, inconsistencies, and possible leads

None

3. How best to address #2 items

N/A

**A-12: Photos of Paul Terry MURDAUGH in the Hospital**

1. General Impression of the report or information

Standard photos of injuries sustained by persons connected to any type of accident

2. Identify obvious gaps, inconsistencies, and possible leads

None. It is noted that source Olivia BOYLES stated that she had heard that PM had started some type of fire that was identified by police or fire in Hampton, and suffered burns in the chest area. The B&W photos were not clear enough to identify burns to his body

3. How best to address #2 items

N/A

**A-13: Paul Terry MURDAUGH Driver Record, Sea Hawk Comprehensive Report**

1. General Impression of the report or information

- a. An extensive driving record for Paul M, including some eight violations of various kinds, including Purchase /Possession of Beer/Wine by Minor, 2017. His "SCDNR Inhouse" records (D. YONGUE) also contained his various hunting and fishing licenses
- b. 5/2/2018; Paul was convicted of Failure to Surrender Vehicle Registration and Plates
- c. It also indicated he was involved in two accidents in 2015 and 2017, in SC.
  - i. Neither had personal injuries, but both had more than \$1000 property damage
  - ii. One was categorized as "Contributed" (NFI)

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

- iii. Neither are noted on his driving record, nor is "b" above
  - d. Six of eight cases, dating back to 2017, remain in "Pending" or "Continued" status as of 3/12/2019
  - e. Since 2014, Paul has had seven licenses of various types issued or returned
- 2. Identify obvious gaps, inconsistencies, and possible leads
  - a. All eight violations were in 2017-18, not including two accidents, but no points were assessed
  - b. No SSN, nor photo exists in Sea Hawk LE records
- 3. How best to address #2 items  
Comprehensive FOIPA request of SC DMV

**A-14: Richard Alexander MURDAUGH JR Driver Info (This was the license allegedly used to purchase alcohol by Paul MURDAUGH)**

- 1. General Impression of the report or information  
General driver's record. No indication of traffic infractions
- 2. Identify obvious gaps, inconsistencies, and possible leads
  - a. 2011-2018; 11 various licenses issued or returned; a number for duplicates due to "lost license"
  - b. One 2013 accident; property damage > \$1000
- 3. How best to address #2 items  
Comprehensive FOIPA request of SC DMV

**A-15: Beaufort County Search Warrant for Medical Records of Paul Terry MURDAUGH**

- 1. General Impression of the report or information  
This was written by SCDNR Inv. YONGUE for all logical medical records connected to Paul M, upon being admitted to the BC Memorial Hospital ER, Beaufort
- 2. Identify obvious gaps, inconsistencies, and possible leads  
Written inventory by Inv. YONGUE of all property seized should be obtained
- 3. How best to address #2 items  
FOIPA

**A-16: Medical Records of Paul Terry MURDAUGH (2 sleeves of report)**

- 1. General Impression of the report or information  
It is some 70 p long, and includes:
  - a. SCDNR report (unattributed; possibly Inv. Matthew HAMMOND) re contact with Beaufort Water Search and Rescue (Mr. REFOSCO?)

**SCDNR BOATING ACCIDENT REPORT  
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- b. Interview w/ Anthony COOK w/ Inv. Yongue
  - c. Contact w/ SCDNR attorney Craig JONES re preserving additional SnapChat data
  - d. SC BC/BS Accident Questionnaire, where he stated on paper that "someone else caused this accident" (A-16/p2)
  - e. Various BC Memorial Hospital Emergency Room documents (p3-70)
    - i. Admission reports
    - ii. EMS reports
    - iii. Lab Reports
      - 1. Diagnosis; blood alcohol level of 240mg/100ml or more (A-16/p25)
    - iv. Statements
      - 1. Numerous statements attest to PM's intoxication, blood shot eyes, anxiety, belligerence, refusal to cooperate, denial of responsibility, evasion, inappropriate behavior to female medical personnel, combative, uncooperative w/ staff, profanity towards staff
      - 2. Admitted 3:45AM. Condition Intoxicated. Discharged 6:30AM. Condition intoxicated (A-16/p23)
2. Identify obvious gaps, inconsistencies, and possible leads
- a. Positive ETOH (alcohol)
  - b. ER interview where PM stated he was a social drinker and had consumed six beers during the evening
  - c. Later PM admission "drinking all night, beer and liquor, all kinds of drugs (A-16/p7)
  - d. Lab results
  - e. Medical personnel in contact with PM
3. How best to address #2 Items
- a. ID all leads above and determine if interviews or new FOIPA requests would be more productive
  - b. Determine the value of having an ER doctor/specialist as a consultant to review the lab reports

**A-17: Photos of Connor Martin COOK in the Hospital**

- 1. General Impression of the report or information  
Basic report, w/ photo, showing chin injury (5:03am, 2/24/2019)
- 2. Identify obvious gaps, inconsistencies, and possible leads  
None

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

3. How best to address #2 Items  
N/A

**A-18: Connor COOK Driver Record and SCDNR Inhouse Information**

1. General Impression of the report or information  
Driving records. Two accidents w/ bodily injury and damage >\$1000 in 2017 and 2018; no points. Various hunting and fishing licenses
2. Identify obvious gaps, inconsistencies, and possible leads  
None
3. How best to address #2 Items  
N/A

**A-19: Connor COOK SFST Report (refused to participate)**

1. General Impression of the report or information  
N/A
2. Identify obvious gaps, inconsistencies, and possible leads  
N/A
3. How best to address #2 Items  
Interview Connor COOK

**A-20: Statement of Connor Cook to CO Austin PRITCHER**

1. General Impression of the report or information  
Extremely vague, unhelpful
2. Identify obvious gaps, inconsistencies, and possible leads  
Everything
3. How best to address #2 Items  
Interview A. PRITCHER and Connor COOK

**A-21: Supplemental Report of Interview of Connor COOK by SCDNR Officer William LADUE**

1. General Impression of the report or information  
Not a particularly informative or detailed report.
2. Identify obvious gaps, inconsistencies, and possible leads  
B. COOK was extremely vague, uncooperative, not forthcoming
3. How best to address #2 Items  
Interview DNR Officer LADUE and C. COOK'S parents

**A-22: Beaufort CO Search Warrant for Medical Records of Connor Martin COOK**

1. General Impression of the report or information

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

Similar to SW for Paul MURDAUGH, but for CC's medical records at MUSC, Charleston, SC

2. Identify obvious gaps, inconsistencies, and possible leads:
  - a. Basis of comments in affidavit re:
    - i. Alcoholic containers in boat
    - ii. Witnesses who stated that boat was being operated in a reckless manner before the crash
    - iii. Boat occupants unable/unwilling to identify operator
3. How best to address #2 items  
Interview 1) Inv. YONGUE, C. COOK, and C. COOK's parents.

**A-23: Medical Records of Connor Martin COOK (3 sleeves of report)**

1. General Impression of the report or information  
Similar in nature and content to PM's medical records, et al; from BM Hospital. COOK was later transferred to MUSC for additional treatment
2. Identify obvious gaps, inconsistencies, and possible leads  
None noteworthy
3. How best to address #2 items  
Independent interview of C. COOK

| NAME                | Position        | Agency | Date      | Comment              | Phone #        |                 |
|---------------------|-----------------|--------|-----------|----------------------|----------------|-----------------|
| Pritchard, Austin   | Photogrpshr     | R4     | 2/24/2019 |                      |                |                 |
| Henderson, Adam     | 1st Sgt         | R4     | 2/24/2019 |                      |                |                 |
| Camlin, Robin (DI)  | Lt              | SCDNR  | 2/24/2019 |                      |                |                 |
| Brock, Michael (LI) | Lance Corp      | SCDNR  | 2/24/2019 |                      |                |                 |
| Hammond, John (MI)  | Sr. Personnel   | SCDNR  | 2/24/2019 |                      | 995. 9660      |                 |
| Brown, Willis I     | Sgt             | SCDNR  | 2/24/2019 |                      |                |                 |
| Lynch, William      | Conserv Officer | R4     | 2/24/2019 |                      |                |                 |
| Chavez, Catherine   | Lance Corp      | R1     | 2/24/2019 |                      |                |                 |
| Davis, Jason        | Conserv Officer | R2     | 2/24/2019 |                      |                |                 |
| Norris, Gene        | Conserv Officer | R2     | 2/25/2019 |                      |                |                 |
| Hawkins, Jordan     | Conserv Officer | R3     | 2/25/2019 |                      |                |                 |
| Owen, Matthew       | Conserv Officer | R4     | 2/25/2019 |                      |                |                 |
| Smith, Judson       | Conserv Officer | R3     | 2/26/2019 |                      |                |                 |
| Thames, Gentry      | Capt            | SCDNR  | 2/26/2019 |                      |                |                 |
| McCurdy, Paul       | Conserv Officer | R4     | 2/27/2019 |                      |                |                 |
| Baxter, Barrett I   | Conserv Officer | R1     | 2/27/2019 |                      |                |                 |
| Earhart, Freddie I  | Sgt.            | R2, K9 | 2/27/2019 |                      |                |                 |
| Hough, James        | Lance Corp      | R3     | 2/27/2019 |                      |                |                 |
| Gantt, Eric         | Sgt             | R4     | 2/28/2019 |                      |                |                 |
| Johns, J            | EFLRO           |        | 2/24/2019 |                      |                |                 |
| Kelly, T            | EFLRO           |        | 2/24/2019 |                      |                |                 |
| Finley, A           | EFLRO           |        | 2/24/2019 |                      |                |                 |
| Tucker, N           | EFLRO           |        | 2/24/2019 |                      |                |                 |
| Davis, A            | EFLRO           |        | 2/24/2019 |                      |                |                 |
| Mayes,              | caller          |        | 2/24/2019 | wants to help        | 843. 524. 2777 |                 |
| James, S            | EFLRO           |        |           |                      |                |                 |
| Hernandez, M        | EFLRO           |        |           |                      |                |                 |
| Smith, R            | EFLRO           |        |           |                      |                |                 |
| Earwood, H          | EFLRO           |        |           |                      |                |                 |
| Powell, J           |                 |        |           |                      |                |                 |
| Bryan, Calvin       | caller          |        |           | confiscated boat?    | 843. 226. 0238 | put in his name |
| Malphrus, Sarah     | caller          |        | 2/24/2019 | smell                | 843. 247. 3321 |                 |
| McPeak, Sandra      | caller          |        | 2/28/2019 | seeing floating body | 843. 575. 2999 |                 |

|                      |                |            |           |                   |                |  |
|----------------------|----------------|------------|-----------|-------------------|----------------|--|
| Sartain, Nicole      | WTOC           |            |           | reporter          | 912. 234. 1111 |  |
| Swett, N             | EFLRO          |            |           |                   |                |  |
| Steppe, Chip         | SLED           |            | 2/26/2019 | helo busy         |                |  |
| Wilson, Danny        | civilan        |            |           | wants to help     | 803. 457. 2420 |  |
| Zissett, Chris       | civilan        |            |           | wants to help     | 803. 300. 8859 |  |
| unknown              | civilan        |            |           | search white hall | no # given     |  |
| Dampier, Leland      | civilan        |            |           | wants to help     | 912. 547. 5674 |  |
| Jemigan, S           | EFLRO          |            |           |                   |                |  |
| Ziomek, Justene      | Coast Guard    |            |           |                   | 843. 740. 7050 |  |
| Altman, Miley        | on boat        |            |           |                   |                |  |
| Doughty, Morgan      | on boat        |            |           |                   | 843. 368. 1267 |  |
| Cook, Connor         | on boat        |            |           |                   |                |  |
| Thomas, Michael      |                |            |           |                   |                |  |
| Purdy                | Capt. So media |            |           |                   |                |  |
| McIntyre             | Judge          |            |           |                   |                |  |
| Skidmore, Eric       | ?              |            |           |                   |                |  |
| Tomaszek             | Major          |            |           |                   |                |  |
| Wieder               | Fire Chief     | Parris Isl |           |                   |                |  |
| Honey                | Agent          | SLED       |           |                   |                |  |
| Cook, Keith          |                |            |           |                   |                |  |
| Pritchard, Donnie    | (Capt)         |            |           |                   |                |  |
| Yongue               | Inv/Interview  |            |           |                   |                |  |
| Hammond              | Inv/Interview  |            |           |                   |                |  |
| Canavan, Kayla       | Bartender      |            |           |                   |                |  |
| Wood, Kristy         | Host           | Oyster Bar |           |                   | 803. 943. 8921 |  |
| Flick, Kevin         | EMS            |            |           |                   | 843. 422. 1651 |  |
| Abdelnour, Lavern    | EMS            |            |           |                   | 802. 779. 3572 |  |
| Drake, Anjohnene     | EMS            |            |           |                   | 843. 255. 5360 |  |
| Henry, Victoria      |                |            |           |                   | 843. 255. 5360 |  |
| Orsen, Shayna        | Paramedic      |            |           |                   | 843. 255. 5360 |  |
| Boxton, Lacy         |                |            |           |                   |                |  |
| Duran, Tamar         |                |            |           |                   |                |  |
| McAlhaney, Elizabeth | RN             |            |           |                   |                |  |
| Jenkins, Dwayne      | Hosp Security  |            |           |                   |                |  |

|                       |                  |            |  |               |                |  |
|-----------------------|------------------|------------|--|---------------|----------------|--|
| Klopp, Ronald         | Hosp Security    |            |  |               |                |  |
| Taylor, Karen         | Nurse (Paul)     |            |  |               |                |  |
| Finn, Hanna           | Nurse            |            |  |               | 706. 405. 5364 |  |
| Jones, Scott          | Security Officer |            |  |               | 251. 589. 1162 |  |
| Blount, Linda         | ?                |            |  |               |                |  |
| Kent, Laura           | ER tech          |            |  |               |                |  |
| Reynard, Steve        | PD               | Port Royal |  |               |                |  |
| Williams, Christopher | Officer          | USMC       |  |               |                |  |
| Parris, Thorpe        | Water Resc       | Parris Isl |  |               |                |  |
| Keller, Michael       | Asst Fire Chief  | Parris Isl |  |               |                |  |
| Hudson, Jackie        | Fire Dept/driver | Parris Isl |  |               |                |  |
| Williams, Austin      | Fire Dept        | Parris Isl |  |               |                |  |
| Hildreth, Nate        | Fire Dept        | Parris Isl |  |               |                |  |
| Hall, Shay            | Fire Dept        | Parris Isl |  |               |                |  |
| Torzilli, John        | Resc. Swimmer    | Parris Isl |  |               |                |  |
| Webster, Chad         | Resc. Swimmer    | Parris Isl |  |               |                |  |
| Brassell, E           | EFLRO            |            |  |               |                |  |
| Baker, C              | EFLRO            |            |  |               |                |  |
| Wilson, Danny         |                  |            |  | wants to help | 803. 457. 2420 |  |
| Boyles, Olivia        |                  |            |  | wants to help | 803. 943. 8362 |  |
| Ott                   | Dep Coroner      |            |  |               |                |  |
| Gruel                 | Capt             |            |  |               |                |  |
| Ladue, William        |                  |            |  |               |                |  |
| McBride, Angus        |                  | R4         |  |               |                |  |
| Jones, Craig          | Attorney         | SCDNR      |  |               |                |  |
| Merciere, Mark        | ED               |            |  |               |                |  |
| Refesco, David        |                  |            |  |               | 843. 619. 1003 |  |
| McKinney, S           |                  | BCSO       |  |               |                |  |
| Heany, K              |                  | BCSO       |  |               |                |  |
| Andersen, N           |                  | BCSO       |  |               |                |  |
| Malphrus, Krapf       |                  | BCSO       |  |               | 843. 694. 7985 |  |
| Jambriska, Keener     |                  | BCSO       |  |               |                |  |
| Reynard, Domino       |                  | BCSO       |  |               |                |  |
| Keaner, J             | Responding Off   |            |  |               |                |  |



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**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**FOIPA REQUEST FORMAT**

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**INVESTIGATIVE LEADS FORMAT**

**(FOR INTERNAL USE ONLY)**

**DM**

**AUGUST 25, 2020**

SENSITIVE & CONFIDENTIAL

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**FOIPA REQUESTS**

**FOIPA A.**

1. Organization  
Charleston County Coroner. (Note: SCDNR Inv. Michael Brock's Timeline says they met with Beaufort County Coroner Ott. This is a different name noted in other reports. Other reports and media coverage list a Coroner by the name of J. Edward Allen.)
2. Specific request for information Mallory Beach Coroners Report
3. Why it is important/relevance: confirmation as to cause of death. Ruling out toxicology reports, or additional, unexplained injuries to the body.
4. Reference  
DNR Report, Table of Contents (TOC) pg 6, A-120  
Agree

**FOIPA B.**

1. Organization SCDNR
2. Specific request for information List of SCDNR Boat Crashes in last five years and list of Blood Alcohol/Alcohol tests given
3. Why it is important/relevance: SCDNR not giving alcohol tests when children of govt, elected officials, ie officials are involved.
4. Reference  
DNR Report, Table of Contents (TOC) pg 6, A-120  
Agree; is there a pattern? same personnel?

**FOIPA C.**

1. Organization SCDNR
2. Specific request for information PM arrest record for 05-31-2018 possession of alcohol incident and name of arresting officer
3. Why it is important/relevance: To see whether same officer is involved in multiple Murdaugh family encounters with law enforcement.
4. Reference  
DNR Report, Table of Contents (TOC) pg 1, A-13: Paul Terry Murdaugh Jr. Driver Info. Sea Hawk Comprehensive Report, SCDNR
  - Agree; other issues noted on his boating record?
  - SC DMV; explanation of DMV (in)actions based on his driving record?
  - SC DMV; explanation of DMV (in)actions re Jr/Buster's record, including multiple lost licenses?

**FOIPA D.**

1. Organization SC Highway Patrol
2. Specific request for information SC Hwy Patrol Officer who found Stephen Smith, Investigator for the Case, Case Records for Stephen Smith death

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

3. Why it is important/relevance: To see whether Investigators are involved in multiple Murdaugh family encounters with law enforcement.
4. Reference: NA  
DNR Report, Table of Contents (TOC) pg 1, A-13: Paul Terry Murdaugh Jr. Driver Info. Sea Hawk Comprehensive Report, SCDNR

We already have some/most of the LE information generated by this case. We have also asked his mother to place another FOI request to ensure we have any new information since the original investigative information o/a July 8, 2015. We can certainly compare notes to see if those Hampton officers are linked to the boating accident in any way.

**HIGH PRIORITY INVESTIGATIVE LEADS**

**Example Format**

1. Relevant organization or person
2. Specific question or issue to be addressed or resolved
3. Why it is important/relevance
4. Reference

**Lead A**

1. Organization  
Luther's Restaurant
2. Specific question to be addressed  
**Luther's Receipts for Alcohol Purchases by Paul Murdaugh and Conner Cook with Chronological Time of Opening and Closing of Tab**
  - o Time of PM tab is 12:59:45
  - o Time of C. Connor's tab is 1:06:01 a.m.
  - o There are 5 minutes between two orders.
  - o Check number on receipt goes from 142110 – 142113. Equally, tab number goes from 4931 to 4934.
  - o Where is 4932 and 4933? (Receipts are listed on full print out receipt log submitted to evidence.)
3. Why important: critical to official timeline and understanding amount of alcohol consumption
4. Reference  
DNR Report, Table of Contents (TOC) pg 6, A-120  
Luther's has already settled with the Renee Beach civil suit, so it is unlikely that they would discuss any further.  
Plums?

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**Lead B.**

**1. Organization**

Luther's Restaurant

**2. Lead**

- a. Server interviewed from Luther's for statement, saying she served them, is not the same name for server on the receipt. Why was that person not interviewed?

**3. Why important: critical to official timeline and understanding amount of alcohol consumption**

**4. Reference**

DNR Report, Table of Contents (TOC) pg 6, A-120

Agree, but lead is more properly asked of DNR, or BCSO?

**Lead C.**

**1. Organization** Snapchat

**2. Lead:** Snapchat Communications between all actors on boat after the crash and video of all actors on the boat, PM drinking whiskey etc prior to crash.

**3. Why it is important:** Engaged officers filed several reports for Snapchat to release the necessary/related information. It is noted that Inv. Brock is the lead on the social media report coordination and POC for discussion surrounding the follow up in several reports, yet Inv. Brock did NOT detail an interview conducted with Olivia Boyles, NOR review subsequent reports from Snapchat and include them within his reports.

**4. Reference:** DNR Report, Table of Contents (TOC) pg 1, A-6: Inv. Michael Brock Supplemental Report

Agree (wholeheartedly); should be included in an all inclusive FOI request to DNR

**Lead D.**

**1. Organization:** SCDNR

**2. Lead:** Boaters involved in Blijah Weatherspoon's drowning in Mount Pleasant, SC, involved the son of a govt official.

**3. Why it is important/relevance:** prove a pattern that SCDNR does not investigate boat crashes/BUIs that involve elected officials/families of elected officials

**4. Reference** (Redditt social media feed commentators)

Agree

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**FOIPA REQUEST FORMAT**

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**INVESTIGATIVE LEADS FORMAT**

**(FOR INTERNAL USE ONLY)**

**MF**

**AUGUST 23, 2020**

SENSITIVE & CONFIDENTIAL

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**FOIPA REPORT FORMAT**

1. Organization  
(DNR, BC Sheriff's Office, Beaufort Memorial Hospital (BMH), USMC Parris Island Marine Patrol, etc.)
2. Specific request for information  
(copy of the coroner's report on M. BEACH, copy of officer/investigator report and body microphone recording, interview of XXXX, dated XXXXXXXX, etc.)
3. Reference  
(DNR Report, Table of Contents (TOC) pX, A-XXX, etc., )

Ex. 1:

1. Beaufort County Sheriff's Office, Beaufort, SC
2. Copy of any and all investigative notes, report, and body microphone by (former) Deputy XXXX XXXXXX, taken at the scene of the Archer's Creek boating accident , 2/24/2019, as a first responder
3. DNR Report, TOC, pX, A-XXX

Ex. 2:

1. Beaufort County Search and Rescue, Beaufort, SC
2. Copy of any and all notes and reports of those first responders having contact with any and all passengers on the boat that crashed into Berkeley Bridge in Archer's Creek, 2/24/2019, resulting in one fatality, Mallory BEACH
3. DNR, TOC, pX, A-XXX

**SCDNR BOATING ACCIDENT REPORT  
FATALITY MALLORY BEACH  
2/24/2019**

**HIGH PRIORITY INVESTIGATIVE LEADS FORMAT**

1. Relevant organization or person
2. Specific question or issue to be addressed or resolved
3. Why it is Important/relevance
4. Reference

**Ex. 1**

1. Beaufort County Sheriff's Office
2. Reasons why XXXX XXXXXX didn't recuse itself/themselves from this investigation
3. It's failure to recuse itself/themselves from this matter until three weeks after the accident calls into question the logic and motivation behind the belated recusal
4. DNR Report, TOC, pX, A-XX

SENSITIVE & CONFIDENTIAL



**Media Alerts re the MB Boating Accident****8/20/2020; Dana Motley****Justice for Mallory**

- A. SC Public Corruption
  - 1. "The House That CXX Built"
  - 2. "ProbeGate"
  
- B. 2/24/2019 Boating Accident, Beaufort County, SC
  - 1. Murdaugh family of Hampton, SC
  - 2. Paul Murdaugh
  - 3. SCDNR
  - 4. SC Boat Crash
  - 5. Gregg Roman
  - 6. The Investigative Journal
  - 7. PISG LLC
  - 8. Dana K. Motley
  - 9. Betty Houblon
  - 10. Kristy Wood
  - 11. BUI
  - 12. Morgan Doughty
  - 13. Beaufort Corruption
  - 14. Hampton County Corruption
  - 15. Olivia Boyles
  - 16. DNR Sgt. Adam Henderson
  - 17. DNR CO Austin Pritcher
  - 18. DNR Inv. Michael Brock
  - 19. DNR Inv. Damian Yongue
  - 20. DNR Attorney Craig Jones
  - 21. DNR William Ladue
  - 22. DNR Inv. Matthew Hammond
  - 23. Connor Cook
  - 24. Miley Altman
  - 25. Keith Anthony Cook
  - 26. Renee Beach
  - 27. Atty Jim Griffin
  - 28. Atty Senator Dick Harpootllan
  - 29. Atty McCulloch of Columbia
  - 30. Steven M. Domino
  - 31. BCSO Staff Sgt Jason Malphrus
  - 32. BCSO Cpl Jack Keener
  - 33. Richard Alexander Murdaugh

34. Richard Alexander Murdaugh Jr. (Buster)
35. Attorney Mitchell Griffith (Parkers)
36. Attorney Mark Tinsley (Beach)
37. Attorney Kelly D. Gibson "
38. Mandy Matney
39. Judge Michael G. Nettles
40. Philadelphia Indemnity Insurance
41. Mallory Beach Autopsy
42. Calvin Bryan (possibly made phone call to DNR re boat being held as evidence)

C. Stephen Smith Death, Hampton, SC

1. SCHP Sgt. J.L. Booker
2. Gregory Alexander, Chief of Police, Yemassee, SC
3. SCHP Michael Duncan
4. SCHP Michael Moscal
5. Coroner Ernie Washington
6. Charles Peebles
7. SCHP Sgt. Watkins
8. SCHP Sgt. Brooker
9. Betty Ferguson
10. Marc/k Bickhardt
11. Angela Carroll
12. Nolan Tutton
13. Brenden Storother
14. Mike Eaddy
15. Bryton Eaddy
16. Mitchell Bridges
17. SCHP David Rowell

D. Gloria Satterfield Death

1. Michael Satterfield
2. Brian Harriott
3. Attorney Cory Fleming

# SC Corruption

**SC**

## **#ProbeGate: Why Did Alan Wilson Destroy His Political Career?**



Published  
4 years ago  
on  
April 12, 2016  
By  
FITSNews



## SOUTH CAROLINA'S ATTORNEY GENERAL FELL ON THE SWORD ... BUT FOR WHAT?

The battle between S.C. attorney general **Alan Wilson** and the solicitor he appointed to handle an ongoing investigation of public corruption at the S.C. State House is done. Over.

Finished.

*Stick a fork in it.*

Sure the legal wrangling has yet to play out, but the bigger battle between Wilson and S.C. first solicitor **David Pascoe** is "all over but the crying," as the expression goes.

Not only did Wilson lose ... *he lost in potentially career-ending fashion*. And that was before it was revealed that his office clumsily attempted to politicize the probe ... or that several of his political intimates were reportedly at the heart of the investigation (which Wilson previously recused himself from due to undisclosed conflicts of interest).

It's hard to imagine a politician (or prosecutor) handling a situation any worse than Wilson handled this one ... which has opened the door to all sorts of questions regarding his motivation (to say nothing of his sanity).

So ... what exactly prompted Wilson to "un-recuse" himself from this case? And why did he handle his "un-recusal" so unprofessionally?

Conventional wisdom surrounding the case holds that Wilson's political allies are in real trouble ... that they were in fact on the verge of being indicted before Wilson stepped in and made a mess of the investigation (perhaps deliberately). In fact sources familiar with the still-secret portions of a December 2013 S.C. State Law Enforcement Division (SLED) investigative report say "indictable offenses" are indeed contained within its blacked-out pages.

But was the redacted portion of this report really serious enough to warrant Wilson's full-fledged freakout?

No ... at least not according to our sources.

According to multiple individuals familiar with the ongoing investigation, the blacked-out section of the report focuses exclusively on financial interactions between the S.C. House "Republican" caucus and a political action committee affiliated with former S.C. Speaker of the House **Bobby Harrell**.

Harrell was indicted in October of 2014 on ethics charges. He later pleaded guilty to six violations and resigned his office – agreeing to serve as a witness for the government.

According to our sources, the case against Harrell is what led investigators to start digging on Wilson allies **Jimmy Merrill** and **Rick Quinn** – both of whom served as majority leaders in the S.C. House of Representatives.

"The redacted sections of the report detail specifically how money was routed from (Harrell)'s political action committee to the House Republican Caucus," one of our sources said, referring us to an outline of the document. "It further explores how this money flowed through the businesses of former majority leaders Rick Quinn and Jimmy Merrill – and also into the campaigns of various members and candidates during the 2008 and 2010 election cycles."

Reporter **John Monk** of *The (Columbia, S.C.) State* newspaper was the first person to reveal Merrill's name in connection with the report – which he did last September. Last weekend, this website was the first to report on Quinn's alleged connection to the probe – and earlier this week we were the first to list the current and former lawmakers allegedly implicated in the scam.

"These financial transactions produced violations of state ethics statutes governing the use of official positions or offices for financial gain, independent expenditures, campaign contribution limits and restrictions and restrictions on campaign contributions received from political parties," the source continued.

Wait ... *that's it?*

*Surely there is more to the redacted report than that?*

Apparently not ...

Every single one of our sources who has viewed the blacked-out sections of the document has confirmed the substance – and more importantly the extent – of the alleged violations.

"There is nothing else in there," one investigator close to the probe told us. "Anyone telling you otherwise is lying."

Don't get us wrong: These are serious allegations. But do they really warrant the sort of thermonuclear reaction we've seen from Wilson over the last few weeks?

Seriously ... *were they worth him destroying his career over?*

We don't think so ...

Of course it's important to remember the SLED report merely represents a snapshot of the investigation – one that's now nearly two-and-a-half years old. Pascoe may have uncovered additional

information in subsequent investigations. Federal investigators are also probing alongside SLED agents – and sources tell us they’ve made various discoveries of their own.

Our network of sources has provided us with a wealth of information over the last few days on the status of this ongoing investigation – which was [REDACTED] back in September 2014.

Stay tuned for much more in the days to come ...

\*\*\*

RELATED TOPICS: #PROBEGATEALAN WILSONBOBBY HARRELLDAVID  
PASCOEJIMMY MERRILLJOHN MONKPROBE-GATERICHARD QUINN  
RICK QUINNS.C. STATE LAW ENFORCEMENT DIVISIONSLED

SC

## #ProbeGate: Nikki Haley's Problem, Too?



Published  
4 years ago  
on  
April 5, 2016  
By  
FITSNews



## NO ... AND YES ...

This website doesn't have a lot of nice things to say about S.C. governor **Nikki Haley**. The one-time Tea Party heroine has become just another tool of the "Republican" establishment (and its corporate cronies). As a result, she's been a huge disappointment on the bread-and-butter issues of taxes and spending.

The result of Haley's status quo shift? A dismal economic record ... and more of the same dysfunctional, ineffective government. Making matters worse, Haley has also seen her voluminous (and quite serious) ethical transgressions completely whitewashed – leaving her little room to talk when it comes to the integrity of others. Having said all of that, this week we have to give Haley her due ...

In the mushrooming "Probe-gate" scandal involving S.C. attorney general **Alan Wilson** and his political neo-Confederates, Haley has stayed above the fray.

Her only play? Backing the decision by her "top cop" – S.C. State Law Enforcement Division (SLED) chief **Mark Keel** – to proceed with the empaneling of a grand jury to issue indictments in an ongoing investigation of legislative corruption.

Keel, based on the evidence in the case, agreed with S.C. first circuit solicitor **David Pascoe** and circuit court judge **Clifton Newman** to move forward with the grand jury.

Wilson is blocking them ... albeit clumsily. And fighting to politicize the process ... again, albeit clumsily.

Anyway, Haley's decision to support her SLED chief puts her on the right side of this issue – and pits her against Wilson and the political empire of **Richard Quinn and Associates**, who appear to be scrambling for their political survival.

But is Haley still going to suffer as a result of this scandal? Even though she's not connected to it? And even though she's taken the correct position as to how it should be resolved?

It's possible ...

Here's the problem: "Probe-gate" – or #ProbeGate as it's referred to on Twitter – is one of those rare political scandals that has escaped the political "bubble." In other words people who don't follow politics are aware of what's happening – *and they're not happy about it.*

They're especially upset with Wilson's handling of the matter.

And because the popular perception is that governors are in control of state government, they are wondering openly what Haley intends to do with the attorney general.

Obviously those of us who do follow politics know the reality: *Haley can't do anything about Wilson.*

Unless he's indicted himself, her hands are tied. He's an independently-elected constitutional officer – meaning Haley has absolutely no power over his office.

Of course *most people don't know that ...*

Many assume Wilson works for Haley. And because Haley and Wilson are both "Republicans" – and have been allied in the past on ethics issues – it's easy to see how people who don't live and breathe this stuff could confuse that for some sort of an alliance. Or worse, it's easy to see how they could draw the conclusion that Haley is somehow protecting Wilson (even though she isn't).

Anyway ... keep an eye on this public perception angle as #ProbeGate moves forward.

If Wilson's status as "damaged goods" begins to adversely impact other GOP officeholders, we suspect to see them start joining our call for his resignation.

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SC

# #ProbeGate: Henry McMaster Isn't Helping



Published  
4 years ago  
on  
April 4, 2016  
By  
FITSNews



## **“FOGHORN LEGHORN” HIGHLIGHTS THE INCESTUOUS NATURE OF SOUTH CAROLINA’S LATEST (AND POSSIBLY GREATEST) POLITICAL SCANDAL**

S.C. lieutenant governor **Henry McMaster** has never been the sharpest tool in the shed. And as he’s gotten older, a lot of people have mistaken his rampant intellectual incuriosity and chronic mouth-breathing for early onset Alzheimer’s.

“Some days he shows up to work around 1:00 o’clock in the afternoon and doesn’t really know where he’s supposed to be going or what he’s supposed to be doing,” one source close to the politician told us.

Several S.C. Senators have also told us McMaster’s lack of situational awareness when presiding over the chamber has been a contributing factor to its elevated dysfunction in recent years.

For the record, we don’t think McMaster is senile. For one to lose their marbles, there had to have been a point where they had them in the first place.

*Right?*

Anyway ...

Over the last few days McMaster has bumbled, stumbled and fumbled into a starring role in the political comic tragedy we’ve come to refer to as “Probe-gate” (or #ProbeGate for the cool kids on Twitter).

“Probe-gate” is the saga of S.C. attorney general **Alan Wilson**’s ongoing, unnervingly dramatic fall from grace. It’s the sad tale of a one-time crusader against public corruption becoming the embodiment of the very evil he vowed to eradicate.

Or worse ... it's the increasingly unavoidable realization that Wilson duped all of us into thinking he was something he wasn't, burnishing his image as a crusader by picking off those politicians who hindered the advancement of his neo-Confederate cronies. Oh ... and then actively sabotaging efforts to hold those cronies accountable when it became clear they were guilty of far worse crimes than the corrupt politicians he previously took down.

Of course we've been saying that for months now ...

Anyway, into this very serious drama McMaster has waded ... first as background scenery for Wilson's disastrous press conference last week (a failed attempt to rationalize his behavior) and more recently as a participant in Wilson's similarly botched effort to turn his shameful obstructionism into some sort of partisan pissing match. The entrance of McMaster's character has provided us with some long-overdue comic relief in this drama. After all, it's hard not to chuckle at the appearance of a man whose trademark guffaw has earned him the nickname "Foghorn Leghorn" around the S.C. State House? Also, it's entertaining to think about someone including McMaster's dim bulb in some high-level political conspiracy, isn't it?

*This guy probably can't even spell conspiracy, let alone participate in one.*

Anyway ...

McMaster offered a predictably ineloquent – albeit revealing – response to his participation in the failed politicization of this high-stakes legal drama.

"A whole lot of us were at a fundraiser for Rick Quinn Tuesday night, before the news conference on Wednesday," McMaster told *The (Charleston, S.C.) Post and Courier*.

Hold up ... *a fundraiser for Rick Quinn?*

Quinn, of course, is one of several state lawmakers Wilson is believed to be covering for by obstructing the investigation of S.C. first circuit solicitor **David Pascoe**. Quinn's firm also represents Wilson's political interests – and McMaster's political interests (most of the time). Without even thinking about it, McMaster has laid bare the fundamentally incestuous nature of this scandal.

So ... *what went down at this fundraiser?*

"There were a lot of people there," McMaster said. "I don't know what everyone else was talking about."

Foghorn doesn't know what was said? No shocker there ... if McMaster has even the faintest inkling of what planet he's on, it's a good day for him.

The thick-accented, thicker-skulled "Republican" later told the paper he agreed to appear at Wilson's press conference because he thought he would be standing up "for the authority and the integrity of the state grand jury."

Funny ...

Most people's read on this saga is that Wilson has usurped the grand jury authority he previously delegated to Pascoe – and in the process obliterated the integrity of the institution (perhaps deliberately).

While the high stakes battle over the grand jury heads to the S.C. Supreme Court (we think), there's another drama involving McMaster to keep a close eye on ... the political component to all this. A little over a month ago, McMaster made a very public, very high-profile break with the Quinns when he endorsed the presidential campaign of GOP frontrunner **Donald Trump**. One of McMaster's

closest long-time political confidants – **Trey Walker** – was very public in rebuking his former boss over that endorsement. But did he protest too much?

Walker and McMaster have clearly reconciled ... and McMaster's appearance at Quinn's fundraiser (and at Wilson's press conference) suggests those fences have mended, too.

*But have they?*

Sources tell us there may still be bad blood within this once tight-knit political family, and that bad blood may be one of the driving forces of this entire scandal.

Stay tuned for much more on that in future installments ...

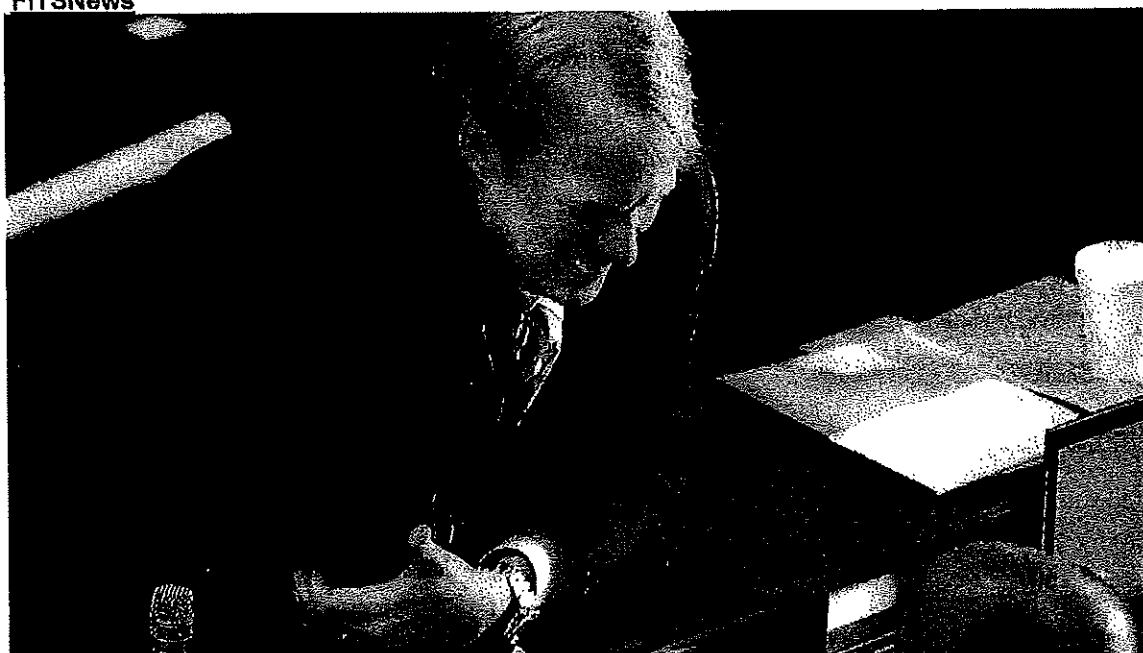
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RELATED TOPICS: #PROBEGATEALAN WILSON HENRY MCMASTER PROBE-GATES.C. ATTORNEY GENERAL

## SC Legacy Press Confirms Details Of #ProbeGate Report



Published  
4 years ago  
on  
April 14, 2016  
By  
FITSNews



### “EXCLUSIVELY ...”

Five days ago, this website revealed that former S.C. majority leader **Rick Quinn** and his father – neo-Confederate “Republican” political consultant **Richard Quinn** – were named in the still-secret pages of a December 2013 investigative report into alleged public corruption at the S.C. State House.

Yesterday, this same news was “exclusively” reported by **John Monk** of *The (Columbia, S.C.) State* newspaper.

Exclusive? LOL.

Anyway, you can read Monk's "EXCLUSIVE" (*emphasis original*) [here](#). We have no problem directing our readers to Monk's coverage because unlike his taxpayer-subsidized news outlet, we're not afraid of a little competition.

Monk's report echoes our concerns regarding the Quinns' ongoing connection to S.C. attorney general **Alan Wilson** – who has been doing his best to shut down a joint federal-state investigation.

"Nothing improper was done," Rick Quinn told Monk in a statement.

Mmmmm-kay ...

Since we broke this story five days ago, we've published several follow-up reports ([here](#) and [here](#)) related to this document – which represents a snapshot of the "probe" as it existed two-and-a-half years ago.

Obviously much has happened since then.

For starters, Wilson has recused himself from the case not once but twice – citing undisclosed conflicts of interest. In both instances, he designated S.C. first circuit solicitor **David Pascoe** to handle the investigations.

As Wilson's designee, Pascoe led the prosecution of former S.C. Speaker of the House **Bobby Harrell** – who in October of 2014 pleaded guilty to six ethics-related counts, resigned his office and received three years of probation. Harrell also signed a cooperation agreement with the government agreeing to assist investigators moving forward.

His most recent interview with investigators reportedly took place last month – just days before Wilson attempted to sabotage Pascoe's probe.

Interesting to say the least ...

With the support of the S.C. State Law Enforcement Division (SLED) and circuit court judge **Clifton Newman**, Pascoe was attempting to convene a grand jury last month to bring additional indictments in the probe – which was exclusively unearthed by this website back in September 2014.

Wilson blocked him (albeit clumsily) – and has since engaged in transparent efforts to shut down Pascoe's probe and impugn the integrity of the prosecutor he has twice called upon to stand in his shoes.

The legal battle between the two is headed to the S.C. Supreme Court – where Pascoe is expected to prevail.

In the meantime, each revelation (and confirmation) regarding the roots of this ongoing investigation reinforces the perception that Wilson is intervening in this case in an effort to protect his political allies – which reinforces our contention that he must either resign or be removed from office.

South Carolina cannot afford to have another scandal whitewashed by those in power ...

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RELATED TOPICS: #PROBEGATE ALAN WILSON BOBBY HARRELL CLIFTON  
NEWMAN DAVID PASCOE JOHN MONK PROBE-GATE RICHARD QUINN RICK  
QUINN S.C. STATE LAW ENFORCEMENT DIVISION S.C. SUPREME COURT THE  
STATE NEWSPAPER

STATE OF SOUTH CAROLINA  
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT

RENEE S. BEACH, PHILLIP BEACH,  
ROBIN BEACH, SAVANNAH TUTEN,  
AND SETH TUTEN,

C/A No. 2021-CP-25-00392

Plaintiffs,

v.

**ORDER**

GREGORY M. PARKER, GREGORY  
M. PARKER, INC. d/b/a PARKER'S  
CORPORATION, BLAKE GRECO,  
JASON D'CRUZ, VICKY WARD,  
MAX FRATODDI, HENRY ROSADO,  
AND PRIVATE INVESTIGATION  
SERVICES GROUP, LLC,

Defendants.

The Court has concluded its privilege review and made determinations as ordered by the South Carolina Supreme Court on October 5, 2022.

#### **I. FACTUAL BACKGROUND**

In the early morning hours of February 24, 2019, the boat crash that led to the death of Mallory Beach occurred. Her body was not found until March 3, 2019. On March 20, 2019, Plaintiff Renee S. Beach, as the personal representative of Mallory Beach's estate, by and through attorney Mark Tinsley, the same counsel for Plaintiffs in the above-captioned case, filed a wrongful death lawsuit in Beaufort County against a number of defendants, including Defendant Gregory M. Parker, Inc., d/b/a Parker's Corporation. On March 29, 2019, Plaintiffs' counsel filed

a stipulation of dismissal against Parker's Corporation in Beaufort County, and filed the same wrongful death lawsuit in Hampton County against the same defendants as in the Beaufort County action, but adding other defendants as well, including members of the Murdaugh family and related Murdaugh family trusts. *See Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory M. Parker, Inc., et al.*, Case Number 2019-CP-25-00111 ("Related Civil Action").

From the onset of litigation, it was clear the Related Civil Action would be high-profile, as it garnered significant press attention after it was filed. On January 3, 2020, the Parker's Corporation filed a motion to change venue, indicating its concern about the ability for Parker's Corporation to receive a fair trial in Hampton County; that Motion was denied on October 1, 2021. Mr. Parker was and remains the owner, founder, and Chief Executive Office of the Parker's Corporation. Ultimately, Mr. Parker's attorney, Jason D'Cruz, sought public relations assistance on navigating the issues concerning the Related Civil Action.

## II. PROCEDURAL BACKGROUND

Plaintiffs filed the subject action asserting common law tort causes of action against all Defendants, Gregory M. Parker, Gregory M. Parker, Inc., d/b/a Parker's Corporation, Blake Greco, and Jason D'Cruz (collectively, "Parker's Defendants"), for civil conspiracy and intentional infliction of emotional distress. The Plaintiffs are the family of Mallory Beach. As has been detailed in numerous pleadings, the Parker's Defendants asserted privilege over a majority of the documents within the possession, custody, and control of two of its agents: (1) Inquiry Agency, operating through Ms. Capelli ("Inquiry Agency Files"); and (2) the LaurensGroup / Push Digital, operating at the direction of Mr. Donehue ("Laurens Group Files"). These agents and individuals were each separately subpoenaed by Plaintiffs' counsel in January and February of 2022. The

Parker's Defendants filed a Motion to Quash and for a Protective Order on February 24, 2022, and filed a corresponding Memorandum in Support on March 15, 2022. In an Order dated March 24, 2022, the Court denied the Parker's Defendants' Motion to Quash and for a Protective Order and ordered the third parties to produce the information to Plaintiffs within thirty days.

On March 30, 2022, the Parker's Defendants filed a Motion for Reconsideration, and the Court held a status conference on April 1, 2022. On April 6, 2022, the Court reversed its initial order by requiring that all discovery be submitted for an *in camera* review. The Court ordered the third parties to provide their investigatory files (i.e. the Inquiry Agency Files and the Laurens Group Files) to the Parker's Defendants so that a privilege log could be prepared and for the Parker's Defendants to provide said files to the Court. Based on this order, counsel for the Parker's Defendants submitted the Inquiry Agency Files and the Laurens Group Files to the Court and began to prepare a privilege log to submit to the Court for its *in camera* review.

A hearing was scheduled on the Motions to Dismiss filed by the Parker's Defendants for April 29, 2022. Due to a conflict, however, the hearing on those Motions was continued. The Court informed the parties through an e-mail from the Court on April 28, 2022, that it wanted to discuss the *in camera* review of documents pertaining to the Motion to Quash at the hearing scheduled for April 29, 2022. During the hearing, the Court indicated it reviewed all of the subpoenaed files, i.e. the Inquiry Agency Files and Laurens Group Files, and sought Plaintiffs' position as to whether or not any privilege had been waived.

After the hearing, the Court's law clerk e-mailed all counsel on April 29, 2022 and indicated the Court was planning on reversing its prior order again and ordering disclosure of all the documents without a privilege log. On May 5, 2022, a Form 4 Order was issued that stated the materials should be produced to Plaintiffs within fifteen days without a privilege log. On Friday, April 29, 2022, Plaintiffs' counsel forwarded the law clerk's e-mail to Sandy Senn ("Ms. Senn"),

counsel for the Laurens Group, PUSH Digital, LLC, and Wesley Donehue. Two days later, on Sunday, May 1, 2022, Plaintiffs' counsel received the entire Laurens Group Files from Wesley Donehue.

The Parker's Defendants filed a Petition for Writ of Mandamus with the Supreme Court on May 20, 2022. In an Order dated September 15, 2022, the South Carolina Supreme Court held the Petition for Writ of Mandamus in abeyance. Parker's Defendants immediately submitted a privilege log to the Court the following day, on September 16, 2022. As a result, on September 20, 2022, Judge Price submitted a letter to the Supreme Court informing it that it had "not made a final determination as to privilege," and that the Court intended "to review the privilege log [submitted by the Parker's Defendants] and [would] make specific findings of fact." On October 5, 2022, the Supreme Court granted the Parker's Defendants' Petition for Writ of Mandamus seeking an *in camera* review of subpoenaed documents that the Parker's Defendants asserted were protected by the attorney-client privilege and work product doctrine. The Supreme Court ordered the Court to review the privilege log submitted by the Parker's Defendants along with documents over which the Parker's Defendants asserted privilege. In addition, the Supreme Court ordered the Court to make a final determination with specific findings as to which documents within the Inquiry Agency Files and the Laurens Group Files that are specified on the privilege log that are subject to the attorney-client privilege or protected by the attorney work product doctrine.

On November 21, 2022, the Court requested a status conference regarding the privilege log submitted by the Parker's Defendants on September 16, 2022. On December 2, 2022, the Court instructed the Parker's Defendants to submit an updated privilege log, which was submitted on January 3, 2023. On January 23, 2023, the Court indicated it "should complete its review of the privilege log and discovery materials this week," and scheduled the "*ex parte, in camera* hearing

with the Parker's Defendants" for February 16, 2023. Accordingly, the hearing occurred on February 16, 2023.

Counsel for the Parker's Defendants were present at the hearing as was Tabor Vaux as counsel for the Plaintiffs. At the outset of the hearing, the Court indicated that it would be more efficient to determine which documents Plaintiffs' counsel actually intended to use. Mr. Vaux then provided the Court with one hard-copy of five separate compilations of documents within the Laurens Group Files, none of which were Bates-labeled. The Court then excused Mr. Vaux and sealed the courtroom in order to conduct an *in camera*, *ex parte* hearing with counsel for the Parker's Defendants. The Court then heard legal arguments regarding each of these five compilations of documents within the Laurens Group Files as well as argument on the Inquiry Agency Files. Due to the difficulty of operating off of one hard-copy set of files that were not Bates-labeled, the Court agreed to allow the Parker's Defendants an opportunity to compare the five sets of documents from the Laurens Group Files submitted by Plaintiffs with the Bates-labeled versions provided by the Parker's Defendants and to provide supplemental briefing on these files. After the hearing, counsel for the Parker's Defendants contacted Mr. Vaux to request electronic copies of the five compilations of documents Plaintiffs' counsel intended to use.

Mr. Vaux subsequently provided six sets of documents to counsel for the Parker's Defendants on February 21, 2023. These compilations will be addressed in turn. They are referenced as follows: (A) Set 1: Barebones Invoices; (B) Set 2: Master Service Agreement with Statement of Work; (C) Set 3: Ms. Purves' Text Messages; (D) Set 4: Assorted E-mails, Memoranda, and Investigatory Reports; (E) Set 5: E-mails and Other Assorted Documents; (F) Set 6: Memoranda and Other Assorted Documents.

### III. LEGAL STANDARD

#### A. Attorney-Client Privilege

The attorney-client privilege “is the oldest of the privileges for confidential communications known to the common law,” protecting against disclosure of confidential communications by a client to his or her attorney. *Upjohn Co. v. United States*, 449 U.S. 383, 389 (1981). This privilege is designed to “encourage full and frank communication between attorneys and their clients.” *Id.* In *State v. Doster*, the Court explained the attorney-client privilege as follows:

(1) Where legal advice of any kind is sought (2) from a professional legal adviser in his capacity as such, (3) the communications relating to that purpose (4) made in confidence (5) by the client, (6) are at his instance permanently protected (7) from disclosure by himself or by the legal adviser, (8) except the protection be waived.

276 S.C. 647, 651, 284 S.E.2d 218, 219–20 (S.C. 1981). At the time of the communication, the lawyer must be acting as a legal advisor. *Marshall v. Marshall*, 282 S.C. 534, 320 S.E.2d 44 (Ct. App. 1984). The proponent of the attorney-client privilege bears the burden of establishing its application to a particular communication. *Doster*, 276 S.C. at 653, 284 S.E.2d at 220. Courts will not presume that the elements of the privilege are satisfied merely because of the existence of an attorney-client relationship. *Branden & Nethers v. Gowing*, 41 S.C.L. 459, 7 Rich. 459, 471, 1854 WL 2822 (Ct. App. Law 1854).

Generally speaking, for the attorney client privilege to apply, “[t]he relationship of attorney and client, a communication by the client relating to the subject matter upon which professional advice is sought, and the confidentiality of the expression for which the protection is claimed, all must be established in order for the privilege to attach.” *United States v. Schwimmer*, 892 F.2d 237, 243 (2d Cir. 1989), *cert. denied*, 502 U.S. 810 (1991). “The privilege also is held to cover communications made to certain agents of an attorney . . . hired to assist in the rendition of legal

services.” *Id.* Communications between agents of a lawyer and the lawyer’s client, even without the presence of the lawyer, may fall under the attorney-client communication privilege. *See United States v. Kovel*, 296 F.2d 918, 922 (2d Cir. 1961); *see also Schwimmer*, 892 F.2d at 243 (“Information provided to an [agent] by a client at the behest of his attorney for the purposes of interpretation and analysis is privileged to the extent that it is imparted in connection with the legal representation.”).

### B. Work Product Doctrine

The attorney work product doctrine protects from discovery documents prepared in anticipation of litigation, unless a substantial need can be shown by the requesting party. *See* Rule 26(b)(3), SCRCPP; *Hickman v. Taylor*, 329 U.S. 495, 67 S.Ct. 385, 91 L.Ed. 451 (1947). Importantly, the work product doctrine applies to both actual and potential litigation. *See, e.g., Nat’l Union Fire Ins. Co. of Pittsburgh, Pa. v. Murray Sheet Metal Co.*, 967 F.2d 980, 984 (4th Cir. 1992). (“The document must be prepared *because* of the prospect of litigation when the preparer faces an actual claim or a potential claim following an actual event or series of events that reasonably could result in litigation.” (emphasis in original)).

Courts will also protect work product of an agent of an attorney. “Courts typically afford work product protection to an investigator’s statement, surveillance tape or other document because the investigator is considered to be an agent of the attorney, who in turn is a representative of the client.” Robert L. Reibold, *Hidden Dangers of Using Private Investigators*, S.C. Law., July 2005, at 18, 20 (2005). Ultimately, as long as work product of an attorney or an agent of the attorney involves “mental impressions, conclusions, opinions, or legal theories . . . concerning the litigation,” then it is protected to “the same extent as an attorney-client communication.” *Nat’l Union*, 967 F.2d at 984.

The work product doctrine includes both “fact” work product and “opinion” work product.

*In re Grand Jury Proc. #5 Empanelled Jan. 28, 2004*, 401 F.3d 247, 250 (4th Cir. 2005). Fact work product consists of documents prepared by an attorney that do not contain the attorney's mental impressions, which "can be discovered upon a showing of both a substantial need and an inability to secure the substantial equivalent of the materials by alternate means without undue hardship." *Id.* (quoting *In re Grand Jury Proceedings*, 33 F.3d at 348); see also *In re John Doe*, 662 F.2d 1073, 1076 (4th Cir.1981) (defining fact work product). Opinion work product does contain information about the attorney's mental impressions and is "more scrupulously protected as it represents the actual thoughts and impressions of the attorney." *In re Grand Jury Proceedings*, 33 F.3d at 348.

#### IV. PRIVILEGE DETERMINATIONS

##### A. Set 1: Barebones Invoices

Plaintiffs seek to use six invoices from the Laurens Group, which correspond to the Bates-labeled documents LAURENSGROUP\_004435 – 004440. The Parker's Defendants do not assert privilege over these six specific invoices. Furthermore, this Court finds that all other invoices are not privileged as they do not reveal client communications or mental impressions or thoughts of Mr. D'Cruz.

##### B. Set 2: Master Service Agreement with Statement of Work

The second set of documents are six pages long, consisting of the Master Service Agreement, which includes the Scope of Work to be performed. This document set corresponds to the Bates-labeled documents LAURENSGROUP\_004429 – 004434. This MSA and SOW are between Mr. D'Cruz and Laurens Group, on behalf of Mr. D'Cruz's client, Mr. Parker. This Court finds that only the SOW paragraph on 004433 is protected work product as it was prepared for pending litigation and reveals Mr. D'Cruz's instructions to the agent as well as his mental impressions about fruitful areas of investigation. Here, the entire MSA is not considered privileged

because it is public knowledge that Mr. D'Cruz engaged Laurens Group and the simple fact that Laurens Group was under contract does not rise to the level of opinion work product. For this same reason, only the SOW is protected by attorney-client privilege.

**C. Set 3: Ms. Purves Text Messages**

The third set of documents are an assortment screenshots of Ms. Purves' text messages involving one or more of the following individuals: Mr. D'Cruz, Mr. Parker, Mr. Donehue, and Ms. Stokes-Murray. These documents correspond to the Bates-labeled documents LAURENSGROUP\_002572 – 002588.

LAURENSGROUP\_002572 – 002576—are messages between Mr. Parker and Ms. Purves. These communications between Mr. Parker and Ms. Purves discuss public news stories and talking points related to joint and several liability law in the state. The Court finds these messages do not comport with *Schwimmer* as they were not made for the purposes of interpretation or analysis by the agent in connection with legal representation concerning the litigation. Therefore, these messages are not privileged.

LAURENSGROUP\_002577 – 002581—are messages between Mr. Parker, Ms. Purves, Mr. Donehue, and Ms. Stokes-Murray. The messages reference a May 16, 2021 *Post & Courier* article. The messages reflect personal opinions of Mr. Parker about the article and how it relates to joint and several liability laws in the state. Therefore, these messages are not privileged because they were not made for the purpose of obtaining legal assistance or advice.

LAURENSGROUP\_002582—are messages where a public news article is shared and the headline of the article is repeated. These messages are not privileged because they were not made for the purpose of obtaining legal assistance or advice.

LAURENSGROUP\_002583 – 002585—are messages between Mr. Parker, Ms. Purves, and Mr. Donehue. These messages are protected by attorney-client privilege as they include

advice to Mr. Parker by his attorney's agent.

LAURENSGROUP\_002586 – 002588—are messages between Mr. D'Cruz and Ms. Purves. The messages that discuss a handicap placard used by Paul Murdaugh are not privileged, but other messages in this exchange are privileged as they reveal mental impressions and strategy concerning the litigation.

**D. Set 4: Assorted E-mails, Memoranda, and Investigatory Reports**

LAURENSGROUP\_002159—is an e-mail between Ms. Purves and Mr. D'Cruz discussing whether to hire Ms. Capelli as a private investigator. This information is public knowledge and therefore not privileged.

LAURENSGROUP\_002483 – 002488—is an e-mail between Mr. D'Cruz and Ms. Purves that discusses a “research book” as a type of attorney work product Mr. D'Cruz sought from the Laurens Group. This Court finds that this discussion is not protected work product as it is not the actual document or tangible item prepared in anticipation of litigation. Furthermore, it is not protected by the attorney-client privilege as it was not made for the purpose of seeking legal advice.

LAURENSGROUP\_002490—is an e-mail between Mr. D'Cruz, Ms. Purves, and Mr. Parker. This e-mail reveals the litigation strategy of Mr. D'Cruz and constitutes privileged material.

LAURENSGROUP\_001735—is an e-mail between Ms. Capelli and Ms. Purves that attaches an investigatory report obtained and compiled by Ms. Capelli, pursuant to her investigation efforts directed by Mr. D'Cruz. The Court finds this e-mail is not privileged because it does not contain any work product.

LAURENSGROUP\_001736—is an e-mail Ms. Purves and Ms. Capelli. It identifies names of individuals who they believe are relevant to the case. This e-mail is not privileged

because it is not between an attorney and a client nor is it seeking legal advice and it does not contain opinion work product.

**LAURENSGROUP\_004737 – 005019**— is an investigatory report titled “The Murdaugh Report” prepared by Ms. Capelli. Certain portions of this report include timeline of the events pertinent to the Murdaugh family and the Related Civil Action as well as potential evidence and testimony of pertinent witnesses, but a majority of this report contains public information that has simply been compiled into one document. The report also contains notes added by Ms. Capelli; some notes serve as summaries, things of note, or her opinions. Ms. Capelli’s notes are in bold and/or in all caps throughout the report. Her notes found on the following pages should be redacted as they are privileged opinion work product: 4826, 4832, 4837, 4856, 4920, 4927, 4931, 4934, 4940, 4945, 4952, 4958, 4961, 4967, 4976, and 4982. The following pages are privileged in their entirety because they contain opinion work product of Ms. Capelli as agent of Mr. D’Cruz: 4737-4752, 4794, 4850, 4898-4904, and 4936-37. Therefore, the remainder of documents included in **4737-5019** are not privileged as they contain public information and to the extent that they contain any work product, that work product is fact work product of which Plaintiff’s counsel has demonstrated a substantial need in obtaining.

**LAURENSGROUP\_000861 – 000872**—represent advertising material for Push Digital. The Parker’s Defendants do *not* assert privilege over this document set.

**LAURENSGROUP\_000873 – 000877**—is text of house bill H. 3750. This is not privileged as it does not contain any work product nor is it a communication between privileged persons.

**LAURENSGROUP\_000878 – 000879**—represent advertising material for a podcast hosted by Mr. Donehue. The Parker’s Defendants do *not* assert privilege over this document set.

**LAURENSGROUP\_000880 – 000883, 000892 – 000894, 000918, 004441, and 004450 –**

004452, 000892 – 000894 (duplicate), 001010 – 001012, 001032 – 001033, and 001053—comprise (1) memoranda that discusses Mr. D'Cruz's litigation strategy, (2) a proposal which identifies the scope of work Mr. D'Cruz was interested in pursuing when hiring the Laurens Group, and (3) secondary legal sources which identifies a focus of Mr. D'Cruz litigation strategy. All of these documents are privileged, because they reveal Mr. D'Cruz's mental impressions, legal theories, and strategies in the Related Civil Action.

LAURENSGROUP\_001071 – 001075, 001079 – 001081, 001098, 001108, 001144 – 001145, 001150, and 001164—are e-mails between the Laurens Group and Mr. D'Cruz and/or Mr. Parker. These e-mails are not privileged as they are not communications from a client seeking legal advice nor do they contain protected work product.

CAPELLI 000734 – 000739, 000730 – 000731, 000724 – 000729, 000732 – 000733, and 000404 – 000412 consist of reports comprised of Ms. Capelli's investigative efforts. These documents are not privileged. The information contained in these documents constitutes fact work product of which Plaintiff's counsel has demonstrated a substantial need for the information. The attorney-client privilege does not protect these documents despite counsel's argument that the reports were shared with Mr. D'Cruz; these are reports and not communications. Just because something was shared with an attorney, that does not make it protected by the privilege.

**E. Set 5: E-Mails and Other Assorted Documents**

The fifth compilation are mostly e-mails that include communications internal to the Laurens Group, others include Mr. D'Cruz; and others are between the Laurens Group and Mr. Parker. The Court finds that the e-mails are not at the direction of counsel nor do they reflect private client communications. Many of these communications are related to changing joint and several liability laws in this state and building coalitions to aid in that effort. Those types of communications are more in line with providing business advice rather than legal advice related

to the pending litigation. The Court also finds that they do not contain opinion work product. Therefore, the following documents are not privileged: LAURENSGROUP\_002608, 00215, 002618, 002626, 002635-002639, 002641, 002652-2656, 002705, 0027110, 002656, 002726, 002738-2740, 002826, 002952, 002808, 002997, 003021, 003023, 003026, 003027, 003048, 003054, 003057, 003082, 003085-3087, 003290, 003727, 003731-003732, 003389, 003788, 003792, 003819, 000839, 000177, 003190, 003241, 000622, 000330, 000345, 000467-000476, 000614-616, 000546, 003091-3093, 003095-3096, 003100-3101, 003107-3109, 003115, 000190-191, 003827-3829, 004029, 004041, 004073, 000011, 000027, 000060, 000089-90, 000107-109, 000170-172, 002825-2826, 002853, 00437, 002984-2986, 003058-3059, 003320-3328, 003350, 000001, 000539-540, 000546, 000558-615, 001071-1076, 001098-1101, 001255, 001274-1275, 001291, 001306-1308, 001293, 001317-1320, 001685-1699, 001703-1704, 001706-1709, 001713-1714, 001723-1724, 001726-1728, 001356-1358, 001364-1366, 001908, 002086, 002093, 002096, 002104-2106, 002117, 002134-2135, 002142-2143, and 002149-2150.

LAURENSGROUP\_002798—represents the scheduling of a virtual conference call. The Parker's Defendants do *not* assert privilege over this page.

LAURENSGROUP\_003128 and 003129—represents the scheduling of a conference call. The Parker's Defendants do *not* assert privilege over this document set.

LAURENSGROUP\_003412 and 003479 – 003480—represents the coordination of conference calls. The Parker's Defendants do *not* assert privilege over this document set.

LAURENSGROUP\_000605—is an e-mail between Mr. Parker and Mr. Donehue concerning a newspaper article. The Parker's Defendants do *not* assert privilege over this document.

LAURENSGROUP\_000853 – 000860—represent advertising material for Push Digital. The Parker's Defendants do *not* assert privilege over this document set.

LAURENSGROUP\_000557—represents the coordination of conference calls. The Parker's Defendants do *not* assert privilege over this page.

LAURENSGROUP\_002984 – 002986 and LAURENSGROUP\_000840 – 000851—are an e-mail chain and memoranda. The Court does not find this information to be privileged communication or work product, and therefore, not protected. However, if the Court was so inclined to consider these documents protected by the attorney-client privilege, the Court is concerned by the nature of these communications and believes they may fall within the crime-fraud exception as they discuss “exposing all of the attorney connections” to the Murdaughs and “leak[ing] information.”

LAURENSGROUP\_001332 and 01334 – 001337—are drafts of the SOW and the MSA that demonstrate certain revisions made to the drafts using Track Changes. For the same reasons the finalized and executed SOW paragraph is privileged, this draft of the SOW is also privileged, but not the entirety of the document.

LAURENSGROUP\_003063 – 003064, and 003071—are e-mails with Mr. D'Cruz and/or his assistant Kim Brown. These e-mails contain password information, which should be redacted, but the entire e-mail chain is not privileged for the same reasons as set forth above.

**F. Set 6: Memoranda and Other Assorted Documents**

LAURENSGROUP\_004450 – 004456, 004441 – 004449, and 005020 – 005043— are related to the SOW prepared in anticipation of litigation and reveals litigation strategy. Therefore, these documents are privileged.

LAURENSGROUP\_004458 – 004460— are privileged work product as they contain mental impressions related to the litigation.

LAURENSGROUP\_4461 - 004472— are part of an investigatory report. These documents include snapshots of public record information and therefore fact work product that do not contain

any opinion work product to which Plaintiff's counsel has demonstrated a substantial need. No attorney-client privilege applies as this is not a communication and only a compilation of public record.

LAURENSGROUP\_004473— is a page of "The Murdaugh Report" which contains a photo of the family. This document is not privileged.

LAURENSGROUP\_004474 – 004576— are portions of The Murdaugh Report which are privileged as they contain opinion work product.

#### V. CONCLUSION

In accordance with the Supreme Court Order dated October 5, 2022, this concludes the Court's *in camera* review and determination of privilege of all documents submitted to the Court. Due to the nature of the documents reviewed, there may be many duplicates of privileged and non-privileged materials. If a document was deemed privileged in this Order as indicated by a certain Bates Number, any duplicate of that document with a different Bates Number is also privileged even if omitted by the Court. Any privileged material in Plaintiff's possession should be immediately returned to Parker's Defendants or redacted where directed by this Order.

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The Honorable Bentley D. Price

May 24, 2023  
Charleston, South Carolina



Hampton Common Pleas

**Case Caption:** Renee S. Beach , plaintiff, et al VS Gregory M. Parker , defendant, et al  
**Case Number:** 2021CP2500392  
**Type:** Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

|                                            |   |                                   |
|--------------------------------------------|---|-----------------------------------|
| STATE OF SOUTH CAROLINA                    | ) |                                   |
|                                            | ) | IN THE COURT OF COMMON PLEAS      |
| COUNTY OF HAMPTON                          | ) | FOURTEENTH JUDICIAL CIRCUIT       |
|                                            | ) |                                   |
| Renee S. Beach, Phillip Beach, Robin       | ) |                                   |
| Beach, Savannah Tuten, and Seth Tuten,     | ) |                                   |
|                                            | ) | Case No. 2021-CP-25-00392         |
| Plaintiffs,                                | ) |                                   |
|                                            | ) |                                   |
| v.                                         | ) | <b>ORDER GRANTING PLAINTIFFS'</b> |
|                                            | ) | <b>MOTION TO COMPEL</b>           |
|                                            | ) |                                   |
| Gregory M. Parker, Gregory M. Parker, Inc. | ) |                                   |
| d/b/a Parker's Corporation, Blake Greco,   | ) |                                   |
| Jason D'Cruz, Vicky Ward, Max Fratoddi,    | ) |                                   |
| Henry Rosado and Private Investigations    | ) |                                   |
| Services Group, LLC,                       | ) |                                   |
|                                            | ) |                                   |
| Defendants.                                | ) |                                   |

This matter was before the Court on November 26, 2025, in Spartanburg, South Carolina, upon a Motion to Compel discovery responses orally made by Plaintiffs Renee S. Beach, Phillip Beach, Robin Beach, Savannah Tuten, and Seth Tuten (Plaintiffs) seeking production of materials from Defendants Gregory M. Parker, Gregory M. Parker, Inc. d/b/a Parker's Corporation, Blake Greco, and Jason D'cruz (the Parker Defendants). The motion relates to an order issued by the Honorable Bentley Price on May 24, 2023 and a subsequent order from the Supreme Court of South Carolina. *Beach v. Parker*, Order (S.C. Sup. Ct. filed June 27, 2023) (Appellate Case No. 2022-000691). The Parker Defendants have not complied with Judge Price's order. Plaintiffs' motion is GRANTED as set forth below.

## BACKGROUND

Plaintiffs filed this lawsuit on December 3, 2021, against the Defendants, alleging claims for civil conspiracy and outrage/intentional infliction of emotional distress arising out of alleged activities by the Defendants related to Plaintiffs' prosecution of another action, *Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory M. Parker, Inc., et al.*, Case No. 2019-CP-25-0111 (labeled "the Civil Action" in the complaint). Several disputes arose during discovery resulting in motions to compel filed by each side. Following a ruling by Judge Price ordering production of the materials at issue, but before he entered his written order, counsel for a third party other than these Defendants provided a number of the documents to the Plaintiffs. Thereafter, the Parker Defendants sought a protective order and at their request, Judge Price engaged in an *in camera/ex parte* hearing, after which he began his review of the Bates-labeled materials the Parker Defendants provided to him.<sup>1</sup>

The Parker Defendants thereafter filed a petition in the Supreme Court's original jurisdiction seeking an order of mandamus directing Judge Price to review a privilege log the Parker Defendants prepared and the Parker Defendants' claims of privilege. On October 5, 2022, the Supreme Court issued a writ of mandamus directing Judge Price to "review the privilege log submitted to him by [Defendants] and make a final determination, with specific findings of fact as to each document, as to whether any of the information is subject to a privilege." *See Beach v. Parker*, Order (S.C. Sup. Ct. filed June 27, 2023) at p. 1.

Judge Price began his review of the documents the Parker Defendants had provided to him in a Bates Numbered format. These documents numbered in the thousands. However, while

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<sup>1</sup> The Parker Defendants also sought to disqualify Plaintiff's Counsel Mark Tinsley and Tabor Vaux in both the Civil Action and this matter. Judge Daniel Hall denied that motion in the Civil Action, and this Court denied the motion in this action.

that review was taking place the Parker Defendants filed a second petition for a writ of mandamus and a motion to expedite consideration of the petition or, alternatively, for an immediate appeal and issuance of an extraordinary writ to review Judge Price's prior order requiring production. The Parker Defendants also sought to file documents under seal with the Supreme Court and to stay all proceedings below. On June 27, 2023, the Supreme Court granted the Parker Defendants' motion to expedite review but denied all other of the Parker Defendants' requests, and dismissed the matter without prejudice. *Id.*, at p. 2.

Key to this dispute is the final paragraph of the Supreme Court's order, which provides:

In light of Respondents' agreement at the hearing before Judge Price to limit the documents requested that they will use, we hold the remaining documents in Petitioners' privilege log, *which were not reviewed by Judge Price*, are subject to privilege. Accordingly, we direct Respondents to comply with the provisions of Rule 26(b)(5)(B), SCRCP, which requires information subject to a privilege to be promptly returned, sequestered, or destroyed. Respondents shall not retain any copies or summaries of the information found by Judge Price to be privileged or any information not reviewed by Judge Price, may not use or disclose any of this information in any manner, and must take reasonable steps to retrieve any of this information disclosed prior to the date of this order.

*Id.* (emphasis added).

Following this Supreme Court Order, Judge Price completed his review and issued a comprehensive and detailed order specifically addressing every document set forth in the Parker Defendants' privilege log. Judge Price found some of the documents were privileged and some were not. Judge Price announced that he had reviewed all of the documents and his order contained a detailed listing by the Parker Defendants' Bates Number of each document he held was privileged and each document he held was not subject to privilege. Judge Price ordered the Parker Defendants to produce the non-privileged documents.

Prior to this hearing Plaintiffs' counsel contacted the Court over the Parker Defendants' noncompliance with Judge Price's order following the Supreme Court's direction. Parker Defendants produced some documents at the hearing on this matter, but that production was less than 100 pages. Plaintiffs then requested that the Court require the Parker Defendants to fully comply with the prior orders. The Court construed the request as an oral motion to compel discovery and this order is in response to that motion.

### DISCUSSION

"The rights of discovery provided by the Rules give the trial lawyer the means to be prepared for trial." *Downey v. Dixon*, 294 S.C. 42, 46, 362 S.E.2d 317, 319 (Ct. App. 1987). The scope of discovery is very broad and "parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action .... It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence." Rule 26(b)(1), SCRCF; *See, also, In re Mt. Hawley Ins. Co.*, 427 S.C. 159, 166, 829 S.E.2d 707, 712 (2019) ("The scope of discovery in South Carolina is generally broad"); *South Carolina State Conference of NAACP v. McMaster*, 584 F.Supp.3d 152, 158 (2022) ("The scope of discovery under Rule 26[, Fed.R.Civ.P.] is defined by whether the information sought is (1) privileged, (2) relevant to a claim or defense, and (3) proportional to the needs of the case."). Any party may serve on any other party a request "to produce ... any designated documents, or electronically stored information ... within the scope of Rule 26(b) and which are in the possession, custody or control of the party upon whom the request is served ...." Rule 34(a), SCRCF. As the Supreme Court reminded the Bar:

"The primary objective of discovery is to ensure that lawsuits are decided by what the facts reveal, not by what facts are concealed." *In re Alford Chevrolet-*

*Geo*, 997 S.W.2d 173, 180 (Tex.1999). The entire thrust of our discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party. *Samples v. Mitchell*, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997). In this respect, the discovery process is designed to “make a trial less a game of blind man’s bluff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent.” *United States v. Procter & Gamble Co.*, 356 U.S. 677, 682, 78 S. Ct. 983, 986–87, 2 L.Ed.2d 1077 (1958).

*In re Anonymous Member of the South Carolina Bar*, 346 S.C. 177, 193, 552 S.E.2d 10, 18 (2001). *Accord S.C. State Highway Dep’t v. Booker*, 260 S.C. 245, 195 S.E.2d 615 (1973) (“The entire thrust of these rules is for full and fair disclosure to prevent a trial from becoming a guessing game or one of surprise for either party.”).

Additionally, the attorney-client privilege protects against disclosure of confidential communication by a client to his or her attorney. *In re Mt. Hawley; Crawford v. Henderson*, 356 S.C. 389, 589 S.E.2d. 204 (Ct. App. 2003). The privilege is strictly construed to protect only confidences disclosed within the relationship. *Crawford v. Henderson*. To establish an attorney-client privilege, the person asserting the privilege must show that the relationship between the parties was that of attorney and client and that the communications were confidential in nature. *Id.* Information – in and of itself – does not become privileged merely because it was communicated to an attorney. *In re Mt. Hawley*.

Finally, “one circuit judge does not have the power to review, modify, affirm or reverse the findings of another judge.” *Deloitte & Touche, LLP v. Unisys Corp.*, 358 S.C. 179, 183 n. 3, 594 S.E.2d 523, 525 n. 3 (Ct. App. 2004).

### ANALYSIS

With the principles set forth above in mind, the Court addresses each group of documents below that the Parker Defendants failed to produce following Judge Price’s order of May 24,

2023, and his subsequent order of June 8, 2023, denying the Parker Defendants' motion to reconsider the May 24 order.

**A. PART A, SET 1**

Judge Price held:

Plaintiffs seek to use six invoices from the Laurens Group, which correspond to the Bates labeled documents LAURENSGROUP\_004435 – 004440. The Parker Defendants do not assert privilege over these six specific invoices. Furthermore, this Court finds that all other invoices are not privileged as they do not reveal client communications or mental impressions or thoughts of Mr. D'Cruz.

*Renee S. Beach, et al. v. Gregory M. Parker, et al.*, C/A No. 2021-CP-25-00392 (S.C. Ct. Com. Pl., 14th Jud. Cir., Hampton Cnty. May 24, 2023) (Price, J.), at p. 8 (hereafter "Price Order").

As outlined above, the Supreme Court held:

In light of Respondents' agreement at the hearing before Judge Price to limit the documents requested that they will use, we hold the remaining documents in Petitioners' privilege log, *which were not reviewed by Judge Price*, are subject to privilege.

*Beach v. Parker*, Order (S.C. Sup Ct. filed June 27, 2023) (Op. No. 2022-000691) ("Supreme Court Order") (emphasis added).

At a hearing in April 2022, Plaintiffs' Counsel Tabor Vaux provided Judge Price with one hard-copy of five separate compilations of documents within the Laurens Group Files, none of which were Bates-labeled. The Parker Defendants produced only the listed invoices (an unknown number of pages are missing). "All other invoices" that Judge Price reviewed, other than LG Bates Nos. 004435-004440, are missing. (Order, p. 8).

The Parker Defendants shall produce those invoices that Judge Price reviewed in addition to LAURENSGROUP\_004435 – 004440. If there are any invoices other than those contained in Laurensgroup\_004435-004440 or that Judge Price reviewed (and Parker Defendants have not

claimed there are any such invoices), only those are privileged pursuant to the Supreme Court's order and should not be produced. The Parker Defendants shall comply with Judge Price's order and provide a privilege log of those invoices as required by Rule 26(b)(5)(A), SCRCP.

**B. PART D, SET 4**

Judge Price reviewed all of the documents listed in this portion of his order. (Price Order, pp. 10-12). Missing from the Parker Defendants' production, however, are LG Bates Nos. 002159, 002483-002488, 004737-005019 (other than those portions of pages containing Ms. Capelli's notes on pp. 4836, 4832, 4837, 4856, 4920, 4927, 4931, 4934, 4940, 4945, 4952, 4958, 4961, 4967, 4976 and 4982; all other information on those pages should have been produced). (Price Order, pp. 10-12). Further, Judge Price deemed certain pages privileged in their entirety. (Price Order, pp. 10, 12). However, also missing from this group are LG Bates Nos. 004753-004793, 004795-004849, 004851-004897, 004905-004935, and 004938-005019.

The Parker Defendants shall comply with Judge Price's order and produce the missing portions of this set of documents Judge Price ruled are not subject to privilege.

**1. LAURENSGROUP\_002159**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_002159. Judge Price found that this information is public knowledge and therefore not privileged. (Price Order, p. 10). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

**2. LAURENSGROUP\_002483-002488**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_002483-002488. Judge Price found that this discussion is not protected work product as it is not the actual

document or tangible item prepared in anticipation of litigation. (Price Order, p. 10).

Furthermore, Judge Price determined this information is not protected by the attorney-client privilege as it was not made for the purpose of seeking legal advice. *Id.* Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents

**3. LAURENSGROUP\_004737-005019**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_004737-005019.

Judge Price found the majority of this report contains public information. (Price Order, p. 11).

Ms. Capelli made certain notes on several pages. Judge Price found pages 4826, 4832, 4837, 4856, 4920, 4927, 4931, 4934, 4940, 4945, 4952, 4958, 4961, 4967, 4976, and 4982 should be redacted to remove Ms. Capelli's notes as part of her work-product. (Price Order, p. 11). Judge Price also determined the following pages are privileged in their entirety because they contain opinion work product of Ms. Capelli as agent of Mr. D'Cruz: 4737-4752, 4794, 4850, 4898-4904, and 4936-37. (Price Order, p. 11). Judge Price held the remainder of documents included in 4737-5019 are not privileged as they contain public information and to the extent that they contain any work product, that work product is fact work product of which Plaintiff's counsel has demonstrated a substantial need in obtaining. (Price Order, at pg. 11).

Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents set forth in this group.

**4. LAURENSGROUP\_000861-000879**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_000861-000879.

Judge Price found that all these materials are not privileged. (Price Order, p. 11). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

5. LAURENSGROUP\_001071-001075, 001079 – 001081, 001098, 001108, 001144 – 001145, 001150, and 001164

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_001071-001075, 001079 – 001081, 001098, 001108, 001144 – 001145, 001150, and 001164. Judge Price found that all these materials are not privileged. (Price Order, pp. 11-12). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

6. CAPELLI\_000734 – 000739, 000730 – 000731, 000724 – 000729, 000732 – 000733, and 000404 – 000412

Mr. Vaux provided Judge Price for review CAPELLI\_000734 – 000739, 000730 – 000731, 000724 – 000729, 000732 – 000733, and 000404 – 000412. Judge Price found that all these materials are not privileged. (Price Order, p. 12). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

## C. PART E, SET 5

### 1. Set 5: E-Mails and Other Assorted Documents

Mr. Vaux provided Judge Price for his review a compilation of e-mails that include internal communications to the Laurens Group and others between the Laurens Group and Mr. Parker. Judge Price found the following materials to be not privileged:

LAURENSGROUP\_002608, 00215, 002618, 002626, 002635-002639, 002641, 002652-2656, 002705, 0027110, 002656, 002726, 002738-2740, 002826, 002952, 002808, 002997, 003021, 003023, 003026, 003027, 003048, 003054, 003057, 003082, 003085-3087, 003290, 003727, 003731-003732, 003389, 003788, 003792, 003819, 000839, 000177, 003190, 003241, 000622, 000330, 000345, 000467-000476, 000614-616, 000546, 003091-3093, 003095-3096, 003100-3101, 003107-3109, 003115, 000190- 191, 003827-3829, 004029, 004041, 004073, 000011, 000027, 000060, 000089-90, 000107-109, 000170-172, 002825-2826, 002853, 00437, 002984-2986, 003058-3059, 003320-3328, 003350, 000001, 000539-540, 000546, 000558-615, 001071-1076, 001098-1101, 001255, 001274-1275, 001291, 001306-1308, 001293, 001317-1320, 001685-1699, 001703- 1704,

001706-1709, 001713-1714, 001723-1724, 001726-1728, 001356-1358, 001364-1366, 001908, 002086, 002093, 002096, 002104-2106, 002117, 002134-2135, 002142-2143, and 002149-2150.

(Price Order, pp. 12-13). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

**2. LAURENSGROUP\_002798, 003128-003129, 003412, 003479, 000853-000860, 000557, 002984-002986, and 000840-000852**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_002798, 003128-003129, 003412, 003479-003480, 000853-000860, and 000557. Upon review, Judge Price found that the Parker Defendants did not assert a privilege over these materials, thus the materials are found to be not privileged. (Price Order, p. 13-14). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged documents.

**3. LAURENSGROUP\_001334-001337**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_001334-001337. Judge Price found that these materials demonstrate certain revisions made to the drafts using "Track Changes." (Price Order, p. 14). Judge Price found that the finalized and executed Scope of Work paragraph is privileged, the draft of the Scope of Work paragraph is also privileged, but not the entirety of the document is privileged. (Price Order, p. 14). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged portions of document without the draft or finalized Scope of Work paragraph.

**4. LAURENSGROUP\_003063-003064, 003071**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_003063-003064, 003071. Judge Price found that these e-mails contain password information, which should be redacted, but the entire e-mail chain is not privileged. (Price Order, p. 14). Therefore, the Parker

Defendants shall comply with Judge Price's order and produce the non-privileged documents without password information.

**D. PART F, SET 6**

**1. LAURENSGROUP\_004473**

Mr. Vaux provided Judge Price for his review LAURENSGROUP\_004473. Upon review, Judge Price found this photograph to be not privileged. (Price Order, p. 15). Therefore, the Parker Defendants shall comply with Judge Price's order and produce the non-privileged document.

## CONCLUSION

Pursuant to Rule 37(a), SCRCP, Plaintiffs' oral motion to compel is granted. The Parker Defendants shall comply with Judge Price's order and produce all of the materials described in Judge Price's order, the Supreme Court's order, and this order.<sup>2</sup>

As the Supreme Court of South Carolina observed, following the Plaintiffs' agreement at the prior hearing before Judge Price to limit the documents requested that they will use, the Supreme Court held that the remaining documents in the Parker Defendants' privilege log, *which were not reviewed by Judge Price*, are subject to privilege. Accordingly, the Plaintiffs must comply with the provisions of Rule 26(b)(5)(B), SCRCP, which requires all information Judge Price held was subject to a privilege to be promptly returned, sequestered, or destroyed.

The Parker Defendants shall identify any documents they contend Judge Price did not review but that were produced to Plaintiffs by the third party. The Parker Defendants shall provide a new privilege log identifying those documents.

Plaintiffs shall not retain any copies or summaries of the information found by Judge Price to be privileged or any information not reviewed by Judge Price, may not use or disclose any of this information in any manner, and must take reasonable steps to retrieve any of this information disclosed prior to the date of this order. *See Beach v. Parker*, Order (S.C. Sup. Ct. filed June 127, 2023) (Appellate Case No. 2022-000691), pp. 1-2.

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<sup>2</sup> Plaintiffs have repeatedly requested that the Parker Defendants produce a copy of the Bates-labeled materials provided to Judge Price and that Judge Price used to make his ruling, but the Parker Defendants have failed or refused to do so. In the interest of moving this litigation along, the Court orders the Parker Defendants to produce the documents Judge Price reviewed and found were not privileged in the Bates-labeled form that they provided to Judge Price during the *in camera* ex parte hearing.

The parties have 10 days from the date of this order to certify by affidavit that they have complied with this order. Further, the parties must also comply with Rule 34(b), SCRCP, when delivering all discovery materials.

IT IS SO ORDERED.

\_\_\_\_\_  
R. Keith Kelly  
Circuit Court Judge

\_\_\_\_\_, 2026.



Hampton Common Pleas

**Case Caption:** Renee S. Beach , plaintiff, et al VS Gregory M. Parker , defendant, et al  
**Case Number:** 2021CP2500392  
**Type:** Order/Compel

It is so Ordered.

s/ R. Keith Kelly - 2165