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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C.A. No.: 2024-CP-04-00331
COUNTY OF ANDERSON	)	
	)	
Heather Hite Stone, as next friend of D.W., a minor child,	)	**ORDER**
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Federal Express Corporation and RSS3, Inc.,	)	
	)	
Defendants.	)	

RECEIVED
Aug 03 2026
SC Court of Appeals

Judge:	Hon. R.L. McIntosh
Date of Hearing:	January 20, 2026
Court Reporter:	Lisa M. Scott
Appearance for Plaintiff:	Patrick J. McLaughlin & Kyle J. White
Appearance for Defendants:	Richard E. McLawhorn, Mark S. Barrow, & Jacob M. Tillery

THIS MATTER came before the Court on the Plaintiff's November 26, 2025 motion. Plaintiff subsequently filed a supplemental memorandum in support of that motion on January 14, 2026. Defendant Federal Express Corporation f/k/a FedEx Ground Package System, Inc. ("FedEx")[1] filed a memorandum in opposition on January 18, 2026.

A hearing was held on January 20, 2026, with appearances as noted above. At the conclusion of the hearing, the Court instructed counsel for Defendant FedEx to submit materials FedEx had identified in a privilege log and refused to produce claiming privilege, for an *in camera*

1 Subsequent to the Amended Complaint being filed in this matter, FedEx Ground Package System, Inc. ("FedEx Ground") ceased to exist as a separate legal entity, merging effective June 1, 2024 "with and into Federal Express Corporation." (fn.1 to 1/18/2026 Defendant Federal Express Corporation's Memo.). As such, this Order identifies Defendant Federal Express Corporation as "FedEx" and the findings/rulings contained within are made against Federal Express Corporation, while amending the caption to reflect this corporate restructure by changing the named defendant in this action to "Federal Express Corporation."

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review by the Court. Defense counsel submitted such material to the Court via email on January 21, 2026.

The Court also instructed Plaintiff's counsel to submit revised materials which would help the Court review what complained of discovery was committed under which defense counsel, as current counsel for FedEx had previously represented the named third party contractor, RSS3, assuming control of the whole defense on October 6, 2025. The Court also instructed Plaintiff's counsel to provide a summary of specific discovery still needed. Plaintiff's counsel submitted the requested materials to the Court via email on January 28, 2026.

As an initial matter, the Court notes that while Plaintiff's motion is captioned as a motion for rule to show cause and request to restore case to roster pursuant to Rule 40(j), SCRCP, Plaintiff suggested in the supplemental memorandum that the motion should be handled as a motion for sanctions pursuant to the Court's June 18, 2025 Order; Rule 37(b)-(e), SCRCP; and Richardson v. Twenty-One Thousand and no/100 Dollars ($21,000.00) United States Currency and Various Jewelry, 430 S.C. 594, 598 (Ct. App. 2020) ("the text of Rule 37 SCRCP tells us a party does not even need to file a motion to compel to request a sanction for another party's failure to answer a properly served discovery request"). The Court agrees.

The Court, having thoroughly considered the Motion, the memoranda in support of and in opposition to the Motion, the parties' exhibits, the arguments of counsel at the hearing, the applicable law, the court-requested materials provided from both FedEx and the Plaintiff following the January 20, 2026 hearing, and other appropriate matters of record, finds and concludes that the Plaintiff's Motion should be GRANTED for the reasons and in the manner set forth below.

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FINDINGS OF FACT

This case arises out of the August 31, 2019 crash of a box truck delivering packages for FedEx. The truck was driven by Carlos Williams, an employee of Defendant RSS3, Inc., a third-party "last mile delivery" contractor for FedEx. At the initial June 26, 2024 hearing before the Court addressing discovery issues, FedEx admitted that Williams was their agent while delivering their packages at the time of the crash.

The allegations of the complaint are that Williams encountered another driver, Defendant Patricia Smith, while both were operating their respective vehicles in an unsafe manner on Mountain Springs Road in Anderson County, South Carolina. There was a collision between those vehicles, and that collision caused Williams to run off the roadway and crash into a tree. Williams was thrown from his delivery truck and died. Tragically, D.W., Williams' minor child, was riding with Williams and suffered significant physical injuries, including but not limited to, a depressed right parietal skull fracture with associated hemorrhagic contusion and subarachnoid hemorrhage. D.W. also watched his father die. (Amended Complaint, ¶¶7-11).

Plaintiff's arguments for liability, include allegations that FedEx was negligent not just through the unsafe operation of the delivery truck by their agent Williams (which includes allegations of operating the delivery truck while under the influence), but also through negligent hiring, supervision and training; violation of policies, regulations, and laws; and, employing unsafe business practices. (Amended Complaint, ¶14).

Plaintiff brought suit via a complaint filed on February 16, 2024. That initial complaint, along with Plaintiff's responses to standard interrogatories and initial document production, was served on FedEx on March 1, 2024. Also served on FedEx at that time were Plaintiff's initial discovery requests consisting of standard interrogatories (SROGs) and interrogatories (IROGs),

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requests for production (RFPs) and requests for admission (RFAs). FedEx requested an extension to respond to the complaint and all discovery, proposing to extend the responsive deadline to May 1, 2024. Plaintiff consented to that requested extension.

Instead of answering discovery by that agreed upon extension, on April 30, 2024, FedEx filed an *Answer* and a motion to dismiss, responding only to Plaintiff's requests for admission – refusing to produce any answers to Plaintiff's interrogatories or requests for production.

Numerous court filings have followed involving Plaintiff's attempts to receive/compel discovery from FedEx. Those filings have resulted in several hearings and rulings/orders from the Court, including:

- June 26, 2024 hearing before the Hon. J. Cordell Maddux, with rulings issued from the bench and via a January 24, 2025 Form 4 Order;
- January 8, 2025 hearing before the Hon. R. Scott Sprouse, rulings issued via January 29, 2025 Form 4 Order[2];
- May 7, 2025 hearing before the Hon. R. Scott Sprouse, rulings issued via a June 18, 2025 Order.

The present dispute between the parties arises from FedEx's continued discovery conduct, previously raised and ruled on by the Court as described above. When the parties appeared before the Court on January 20, 2026, it was the **third** time Plaintiff had moved for FedEx to come before the Court and explain their failure to comply with Court rulings and orders concerning discovery. The last time this occurred, the Court found that:

> …that Defendant FedEx has not complied with the prior Order and is subject to sanctions pursuant to Rule 37, SCRCP. Defendant FedEx shall submit ***Complete responses to the Plaintiff's discovery requests*** within ten (10) days.

(6/18/2025 *Order,* p.6, emphasis added)

2 The Court initially ruled via a January 28, 2025 Form 4 Order, but corrected a scrivener's error via the January 28, 2025 Form 4 Order.

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After awarding Plaintiff attorney's fees and finding that FedEx name/make available a witness for a 30(b)(6) deposition the Plaintiff had been attempting to conduct for almost a year, the Court specifically noted:

> …this is the third hearing that has taken place over the last year in which essentially the same issues have been in dispute. The Court has chosen not to impose other sanctions; ***however, should non-compliance continue, there exists the potential for far more serious sanctions under Rule 37, SCRCP***.

(6/18/2025 *Order,* p.7, emphasis added)

FedEx made a motion to alter/amend that Order, said motion being denied via Form 4 Order filed July 11, 2025.

On July 31, 2025, Plaintiff took the deposition of FedEx's 30(b)(6) designee, Richard Asalone. Prior to that deposition, FedEx raised issues with some of the "matters of designation" that Plaintiff had provided and those issues were resolved by agreement memorialized via emails between counsels on July 23, 2025. (Ex.1 to 11/26/2025 motion).

On September 3, 2025 the parties received notice that the case would be on the October 6, 2025 jury trial roster. Due to the protracted nature of the discovery dispute impacting the readiness for trial, and the fact that FedEx wished to have counsel defending RSS3 defend both RSS3 and FedEx, the parties agreed to 40(j) the case and that occurred via consent Order filed October 6, 2025. That Order specifically held "that discovery in this matter shall continue while the case is dismissed pursuant to Rule 40(j), S.C.R.C.P." (10/6/2025 Consent 40(j) Dismissal Order). That same day, a consent substitution of counsel Order was filed, wherein counsel for Defendant RSS3, Inc was substituted to also represent Defendant FedEx. That Order specifically held that "THIS SUBSTITUTION SHALL NOT DELAY TRIAL OF THIS MATTER." (10/6/2025 Consent Order for Substitution of Counsel).

On October 14, 2025, Plaintiff sent FedEx's counsel Rule 11 correspondence explaining

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that FedEx's 30(b)(6) designee's testimony "highlighted continued insufficient discovery responses that FedEx, under previous counsel, refused to address." Noting that since substitution of counsel had officially occurred, Plaintiff "wanted to give FedEx the opportunity to cure the still deficient discovery responses before we ask the Court to once again intervene." That Rule 11 correspondence proceeded to notice specific deficiencies in discovery responses, failures to properly prepare the 30(b)(6) designee for the noticed matters of examination, and requesting the withdrawal of an affirmative defense based on FedEx's 30(b)(6) designee's July 31, 2025 testimony. That Rule 11 correspondence offered FedEx the opportunity to cure the deficiencies no later than October 31, 2025. (Ex.1 to 11/26/2025 motion).

Via emails on October 15, 20205, FedEx requested an extension to respond to Plaintiff's October 14th requests to cure and Plaintiff consented. FedEx's requested (and consented to) response deadline was November 21, 2025. (Ex.2 to 11/26/2025 motion).

On November 24, 2025, having received no response from FedEx by their requested November 21st deadline, Plaintiff's counsel emailed FedEx's counsel:

> As you will recall, you asked for an extension until this past Friday (11/21) to respond to our October 14th Rule 11 letter (attached), in which we gave you guys a chance to cure previous counsel's insufficient and improper discovery responses. I do not see where we received any response Friday.
>
> Please update us on whether FedEx is going to cure these responses or if we need to go ahead and file a rule and get a hearing scheduled.

(Ex.3 to 11/26/2025 motion).

Having received no curative responses from FedEx by their requested deadline of November 21, 2025 and no response to the November 24, 2024 email requesting an update, Plaintiff filed their November 26, 2025 motion, then their supplemental memorandum on January 14, 2026. FedEx filed a Memorandum in Opposition on January 18, 2026.

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While Plaintiff's current motion incorporated by reference all previous discovery filings and accompanying exhibits which have created an extensive record of the numerous efforts and attempts to obtain discovery, the present motion included as an exhibit a comprehensive "Timeline of discovery issues with FedEx." (Ex.4 to 1/14/2026 Supp. Memo). Upon request by the Court at the January 20, 2026 hearing, Plaintiff submitted a revised version of that exhibit to the Court, focused on entries with Defendant RSS3 prior to the October 6, 2025 substitution of counsel date, then including FedEx entries after that date.

LAW

Rule 1 of the South Carolina Rules of Civil Procedure set out the scope and purpose of the rules by stating they "shall be construed to secure the just, speedy, and inexpensive determination of every action." Rule 1 SCRCP.

The rights of discovery provided by the rules give the trial lawyer the means to prepare for trial, and when these rights are not accorded, prejudice must be presumed. Samples v. Mitchell, 329 S.C. 105, 113-114, 495 S.E.2d 213, 215 (Ct. App. 1997) (citing Downey v. Dixon, 294 S.C. 42, 46, 362 S.E.2d 317, 319 (Ct. App. 1987). "The entire thrust of the discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party." Id. at 113, 217 (citing State Highway Dep't v. Booker, 260 S.C. 245, 252, 195 S.E.2d 615, 619 (1973)).

Unreasonable discovery conduct unnecessarily protracts litigation, and causes both sides to incur additional attorneys' fees and other expenses. The discovery process, like a lawsuit itself, "is not a children's game, but a serious effort on the part of adult human beings to administer justice." Griffin v. Capital Cash, 310 S.C. 288 (Ct. App. 1992) (quoting United States v. A.H. Fischer Lumber Co., 102 F.2d 872 (4th Cir. 1947).

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"To use an oft-quoted phrase, justice delayed is justice denied. Although this saying is often invoked in the criminal context, it is no less applicable to civil cases." In re Atwater, 397 S.C. 518, 528, 725 S.E.2d 686, 691 (2012).

"Pursuant to Rule 37(b)(2)(C), SCRCP, when a party fails to obey an order to provide or permit discovery, the court may 'make such orders in regard to the failure as are just,' including an order dismissing the action or proceeding, or any part thereof." Innovative Waste Management, Inc. v. Crest Energy Partners GP, LLC, 445 S.C. 19, 28, 911 S.E.2d 406, 410 (2025) (quoting Barnette v. Adams Bros. Logging, Inc., 355 S.C. 588, 595, 586 S.E.2d 572, 576 (2003)

"A trial judge's rulings on discovery matters will not be disturbed by an appellate court absent a clear abuse of discretion." Innovative Waste Management, Inc., at 28, 410 (quoting Hollman v. Woolfsan, 384 S.C. 571, 577, 683 S.E.2d 495, 498 (2009)

ANALYSIS

After much deliberation, and for the reasons explained below, the Court grants Plaintiff's motion for sanctions and strikes FedEx's answer. This decision is not made lightly, as the Court recognizes such a sanction is "'harsh medicine,' reserved for episodes of discovery misconduct displaying bad faith, willful disobedience, or a callous indifference to the rights of other parties and the discovery process." Welch v. Advance Auto Parts, Inc., 445 S.C. 640, 655, 916 S.E.2d 320, 328 (2025). This decision is made by the Court with a full understanding of its ramifications in this case, after careful consideration of the nature of the discovery refused, the discovery stage of the case, willfulness, and prejudice. Central to the Court's ruling is its belief that FedEx's conduct is more than just a discovery violation – it is a pattern of willful and intentional conduct by FedEx to obstruct, delay and frustrate the discovery process, in gross indifference to the rights of the Plaintiff in this matter. The record of the discovery disputes in this case document a pattern

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of conduct in which FedEx ignores not only their duties and obligations under the South Carolina Rules of Civil Procedure, but also by which FedEx has willfully disobeyed rulings and orders of the Court.

I. FAILURE TO COMPLY WITH COURT ORDERS REGARDING DISCOVERY

I FIND that FedEx has failed numerous times to comply with Court Orders regarding discovery. Those failures include the following:

a. Failure to provide complete discovery responses per Court Orders

Plaintiff's written discovery requests and FedEx's written responses to those discovery requests are in the record. (Ex.8 to 5/1/2025 Supp. Memo.).

The Court's last Order addressing FedEx's discovery conduct specifically found that FedEx had failed to comply with the Court's January 29, 2025 Order (which required FedEx to "submit ***complete discovery responses*** within fifteen (15) days") and was subject to sanctions. After awarding $5,000 Dollars in Attorney's fees and costs as sanctions and again ordering FedEx to "submit ***complete responses*** to Plaintiff's discovery requests within ten (10) days," the Court specifically noticed the potential for "far more serious sanctions" should FedEx's non-compliance continue. (6/18/2026 Order, p.6-7, emphasis added).

While FedEx produced "post-sanction" discovery responses on June 27, 2025, during the July 31, 2025 deposition of FedEx's 30(b0(6) designee, it became clear to Plaintiff that FedEx was still not complying with the Court's Orders. After the substitution of counsel for FedEx was formalized, Plaintiff's October 14, 2025 Rule 11 correspondence offered FedEx a last chance to avoid the "far more serious sanctions," of which the Court had forewarned.

The Court recognizes that FedEx's current counsel attempted to cure the deficiencies with discovery responses that lingered from prior counsel via their December 8, 2025 responses and the

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Court finds the problems addressed by this Order were not precipitated by present counsel.

The fact there remains uncured deficiencies tells the Court that the problem ultimately lies with FedEx – who simply refuses to comply with the South Carolina Rules of Discovery and this Court's Orders.

FedEx argues they have "fully complied with the Court's prior June 18, 2025 Order." (1/18/2026 memo., p.11). The fact that FedEx produced 144 pages of documents[3] ***after*** the Plaintiff filed the present motion directly contradicts this argument. Those documents should have been produced to comply with the Court's previous Orders.

For example, FedEx's December 8, 2025 production included:

- a "Safety Information Guide for FedEx Ground DOT Service Vendors" (Stone-FedEx 000143-000233), identified by FedEx's 30(b)(6) witness as "there's a safety information guide…the drivers get a safety information guide" (Ex. 1 to 11/26/2025 Motion); and,

- a "Schedule I - Safe Operating Practices – Independent Service Provider Agreement" (Stone-FedEx 000279-000286).

There is no excuse why such documents were not identified and produced in response to Plaintiff's discovery requests, which sought any documents pertaining to FedEx's relationship with Williams and/or the third-party contractor thru which Williams was delivering packages for FedEx. (Ex. 8 to 5/1/2025 Supp. Memo., IROG#34, RFPs#7-8). The record shows that during the September 10, 2024 30(b)(6) Deposition of Defendant RSS3's designee, Brian Norris, Mr. Norris testified about safety manuals that RSS3 provided their drivers which originated from FedEx; and policies, procedures, and protocols on the hiring, retention and supervision of employees/contractors provided to RSS3 by FedEx thru a web portal. FedEx was present and participated in that deposition, going so far as to objecting at length to Plaintiff's examination

3 (1/18/2026 memo in opp., p.3 & Ex. B).

specifically inquiring about FedEx's discovery conduct in the case. (12/17/2024 Supp. Memo, p.4-8, and Ex.8).

Instead of producing all of this clearly responsive material once they finally produced documents/materials on February 12, 2025 (or in their post-sanctions supplementation on June 27, 2025), FedEx withheld these responsive documents; forcing the Plaintiff to conduct the Court ordered 30(b)(6) deposition of FedEx without materials relevant to the claims and defenses in this action.

The "Schedule I – Safe Operating Practices" to the Independent Service Provider Agreement (Stone-FedEx 000279-000286), was not produced until almost six months after FedEx's purported "complete" responses to comply with the June 18, 2025 Order. Notably, those "complete" June 27, 2025 responses served by FedEx contained the "Independent Service Provider Agreement" between FedEx and RSS3 (Stone-FedEx 000114-000135), but not "Schedule I" to that agreement. In other words, FedEx made the intentional and willful decision to **not** produce a clearly responsive document despite there being two Orders from the Court compelling "complete responses" at the time.

Another example of FedEx's failure to provide complete responses, involves FedEx's discovery responses regarding insurance. Rule 33's standard Interrogatory no. 4 specifically required FedEx to "set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amounts of liability coverage provided in each policy."

Plaintiff's discovery requests further sought information about "each insurance policy which could provide liability coverage for this matter," seeking the identity of the insurance company, the policy numbers, the limits of the policy, and named insured, while noting the request

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sought a description of "self-insured retention" (SIR) amounts, policies of re-insurance, umbrella policies "and any other information that will assist the Plaintiff in fully understanding what insurance coverage may be available and what triggers that availability." Plaintiff also requested the production of the "declaration pages for any insurance policies identified in response to the Plaintiff's interrogatories, as well as copies of said policies." (Ex. 8 to 5/1/2025 Supp. Memo., IROG#32 and RFP#13).

In their initial February 12, 2025 discovery responses, FedEx only identified one policy with Protective Insurance Company in response to those interrogatories. After the Court's June 18, 2025 Order, FedEx produced the declaration sheet and policy for that Protective Insurance policy (Stone-FedEx 000075-000113). It was not until December 8, 2025, after Plaintiff had specifically noticed FedEx, for a second time, of their failure to fully disclose potential insurance coverage, that FedEx identified via a spreadsheet twenty-four (24) additional insurance policies that may provide coverage in this matter. (Stone-FedEx 000142). FedEx did not produce any of the declaration pages or policies for any of those additional policies.

FedEx argues their failure to identify the additional insurance and produce the 144 pages of documents previously was not a violation of the Court's June 18th Order because Plaintiff's request for FedEx to cure the deficiencies noticed in the October 14, 2025 Rule 11 letter "had no foundation in the South Carolina Rules of Civil Procedure or enforcement power." (1/18/2026 Memo., p.5).

FedEx's argument ignores not only the plain language of this Court's Orders compelling "complete responses," but also the affirmative duty every party has under the rules to supplement discovery responses. Rule 26, "Supplementation of Responses," specifically instructs that:

> …***discovery under Rules 31, 33, 34, and 36 shall be deemed to continue from the time of service until the time of trial*** of the action so that information sought, which

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> comes to the knowledge of a party, or his representative or attorney, after original answers have been submitted, ***shall be promptly transmitted to the other party***.

(Rule 26(e), SCRCP, emphasis added).

FedEx's refusal to acknowledge this duty was obvious at the January 20th hearing, when FedEx's excuse for not having produced the declaration sheets and policies for the additional insurance was that Plaintiff's October 14th letter had only referenced the standard interrogatory about insurance and not any request for production. As the Court explained at the hearing, the all-too-common practice of a responding party asking the requesting party to "tell me what have I not given you" turns the duty imposed by the rules on their head. The responding party knows what they have not produced and it is their duty produce it. (1/20/2026 Hrg. Tran. p.47, l.1-7).

FedEx's failure to have complied with the June 18, 2025 Order's ruling for "complete responses" was further revealed during the deposition of the Plaintiff on November 24, 2025. During that deposition, FedEx's counsel examined the Plaintiff with documents about D.W. obtained via subpoena from Greenwood School District. Those documents had never been produced to the Plaintiff despite such documents not only being responsive to Plaintiff's requests for production, but also with the Plaintiff having specifically requesting in writing to "be provided copies of any and all responses to those subpoenas in supplementation of our discovery requests for production." (Ex. 5 to 1/14/2026 Supp. Memo.).[4]

As the above shows, FedEx's claims that they fully complied with the Court's prior Orders are contradicted by the record, which shows that FedEx's June 27, 2025 post-sanctions responses were ***not*** complete. By providing incomplete responses and causing delay through other tactics

4 The Court recognizes that the subpoenas were issued by RSS3, but that is a distinction without a difference; exhibited by the fact that FedEx has controlled the defense to the point of deciding to consolidate counsel, with the deposition of the Plaintiff occurring after such consolidation.

(see below); while continuing to accept the Court's formulation of discovery of discovery (*see* FedEx's payment of the monetary sanctions awarded by the Court's June 18, 2025 Order); and failing to preserve any objections to the Court's prior orders by immediately refusing to comply, suffering contempt, and appealing from the contempt finding; the prior discovery orders are the law of the case. *See* Innovative Waste Management at 28, 410 (2025) (quoting Davis v. Parkview Apartments, 409 S.C. 266, 280-81, 762 S.E.2d 535, 543 (2014)). FedEx has violated those Orders and refused to comply with the law of the case.

b. Failure to adequately prepare 30(b)(6) witness pursuant to June 18, 2025 Order

There is a substantial record of FedEx's obstruction of Plaintiff's attempts to depose a FedEx designee pursuant to Rule 30(b)(6), SCRCP, before the Court's June 18, 2025 Order. That record shows numerous communications by Plaintiff's counsel to coordinate dates/times for such deposition; FedEx's previous counsel at different times ignoring those communications, outright refusing to cooperate with the scheduling, objecting to noticed dates and causing rescheduling; and, FedEx failing to appear ***twice*** for properly noticed 30(b)(6) depositions on September 9, 2024 and March 11, 2025. (9/27/2024 Motion, p.14-18; and 4/4/2025 Motion, p.4-7).

As a result of FedEx's conduct, the Court specifically directed FedEx to name a 30(b)(6) designee within fifteen days of the June 18, 2025 Order and to make that designee available for deposition within forty-five (45) days from the date of the Order. (6/18/2025 Order, p.7).

Inherent in that specific direction by the Court, was the requirement that FedEx adhere to its "affirmative duty to prepare the designated deponents so that they can give full, complete, and non-evasive answers to questions regarding the relevant subject matter." Welch at 651, 326 (quoting Moore's Federal Practice, §30.25(3) (3d ed. 2021)). The South Carolina Supreme Court has explained:

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> This duty does not end…with the end of the designees' personal, first-hand knowledge of the noticed matters. Instead, ***the organization must endeavor in good faith to prepare its designee to testify on matters not only known to him, but on those topics within the notice that are, as the rule puts it, "reasonably available" to the organization***. Rule 30(b)(6), SCRCP. Moore, *supra*, at § 30.25[3] ("Thus, the rule requires a good faith effort to find out the relevant facts, ***which may mean collecting information, reviewing documents, and interviewing employees with personal knowledge***."); 8A Wright and Miller, *supra*, at § 2103 (in a Rule 30(b)(6) deposition, "unlike all other depositions, there is an implicit obligation to prepare the witness[, and a]s specified in the rule, this preparation is not limited to matters of which the witness has personal knowledge, but extends to all information reasonably available to the responding organization"). Many courts have so interpreted the rule. *See, e.g.,* Brazos v. River Auth. V. GE Ionics, Inc., 469 F.3d 416, 433 (5th cir. 2006) (holding defendant violated Fed. R. Civ. P. 30(b)(6) by failing to prepare designee as to issues beyond designee's personal knowledge but within corporate knowledge of organization: the company had duty to "prepare the designee to the extent matters are reasonably available, ***whether from documents, past employees, or other sources***"); Bigsby v Barclays Cap. Real Estate, Inc., 329 F.R.D. 78, 81 (S.D.N.Y. 2019) (same); Crawford v. George & Lynch, Inc., 19 F. Supp.3d 546, 554 (D. Del. 2013) ("The duty of preparation goes beyond the designee's personal knowledge and matters in which the designee was personally involved. If necessary, the deponent ***must use documents, past employees, or other resources to obtain responsive information***." (citation omitted)).

Welch at 651-652, 326-327 (emphasis added).

FedEx had a duty to make sure their 30(b)(6) designee went beyond his own personal knowledge in his preparation to testify.

FedEx represented to both the Plaintiff and this Court that due to the serious nature of the August 31, 2029 crash, FedEx "anticipated litigation" immediately; asserting privilege over adjuster reports, claims notes and correspondence between a third-party investigating entity and FedEx's contracted claims handler, claiming such insurance claims handling activities were "not prepared in the ordinary course of business." (1/18/2026 Memo, p.6-7; and, Ex. 8 to 11/26/2025 Supp. Memo).

Despite all of that "anticipated litigation" investigation, it was obvious FedEx's 30(b)(6) designee, Richard Asalone, engaged in little to no preparation to testify to numerous noticed

matters of examination about such investigation. (Ex.1 to 11/26/2026 Motion). Such topics included (4) the alleged incidents described in the Plaintiff's complaint, including any investigation by, or on behalf of, anyone at FedEx, and/or RSS3 pertaining to the same and the identifies of all individuals involved in the investigation; (13) incident investigation policies or procedures; and, (18) preservation or destruction of evidence pertaining to the allegations of the complaint. (Ex. 4 to 9/27/2024 Plaintiff's Motion for Sanctions).

Despite those specifically noticed topics, Mr. Asalone's lack of preparation was blatantly apparent. One such example noticed by the Plaintiff was Asalone's inability to identify evidence supporting FedEx's position that D.W. had never been at the FedEx facility on the day of the crash was evident under examination:

Q: Did FedEx pull any surveillance footage from the property?

A: I don't know.

Q: It could have, right?

A: Possible.

Q: And would surveillance footage of the facility potentially be helpful in determining whether child had been in the passenger seat at – at the location that day?

MR. BAYNE: Object to the form.

A: Possible.

Q: And obviously, would – that surveillance footage would have been FedEx's surveillance footage, right?

A: Correct.

Q: And FedEx obviously had access to it, right?

MR. BAYNE: Object to the form.

A: If it was accessible at that time, yes.

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Q: And FedEx, as I understand it from discovery responses, anticipated litigation as of August 31st of 2019; is that right?

MR. BAYNE: Object to the form.

A: I would say counsel was retained that day, so, yes.

Q: And obviously part of what would be helpful in that litigation would be surveillance footage that would help us determine whether it showed the kid in the passenger seat or not that day, right?

MR. BAYNE: Object to the form.

A: That would be helpful.

Q: And does FedEx still have any surveillance footage from that day?

A: I don't know the answer to that.

Q: Did – did FedEx pull any surveillance footage from that day?

A: I don't know.

Q: Did FedEx have anyone at all review any surveillance footage from that day to determine whether the child had been in the passenger seat?

A: I don't know.

Q: Did Glenn Roaden pull any surveillance footage from that day?

A: Not to my knowledge.

Q: ***In responding to these discovery responses*** and then preparing for this deposition, did you personally attempt to retrieve any surveillance footage?

A: No, I didn't.

Q: Did you ask anyone at FedEx whether they could retrieve any surveillance footage?

A: I did not.

Q: Did you ask anyone at FedEx whether any surveillance footage had been saved?

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A: No, I did not.

((Ex.1, p.6, item "e" to 11/26/2025 Motion, citing to Deposition of Richard Asalone, p.64, l.23 – p.68, l.6, emphasis added)

Not only does the above show that FedEx's designee did not attempt even the most rudimentary preparation of inquiring as to whether any video surveillance footage existed, was reviewed, or was preserved prior to the deposition; but as the emphasized language highlights, Mr. Asalone executed FedEx's Rule 33 verification for their First Supplemental Answers to Plaintiff's Standard and First Set of Interrogatories and Requests for Production on June 27, 2025, swearing that "the matters and things stated in them are true to his own knowledge, except those matters and things stated on information and belief, and those he believes to be true." (Ex. 8 to 1/14/2026 Supp. Memo).

Since any video surveillance footage would have been responsive to numerous discovery requests, Mr. Asalone's deposition testimony begs the question: how could Mr. Asalone swear that discovery responses not identifying or disclosing any video surveillance footage from the FedEx facility the day of the crash were truthful and accurate, without knowing or inquiring whether or not such video surveillance footage existed?

Another example of FedEx's failure to produce an adequately prepared 30(b)(6) witness is the fact that Mr. Asalone was unable to identify how many times a "last mile contractor" of FedEx had caused injury to someone while on the job or provide details on any such incidents for the relevant 5-year period agreed to by the parties. (Ex.1, p.7 to 11/26/2025 Motion). After Plaintiff noticed FedEx of this failure in the October 14th Rule 11 letter, FedEx responded:

> FedEx Ground objects to this Request as it has [sic] overly broad, unduly burdensome, and unlikely to lead to the discovery of admissible evidence. FedEx Ground has thousands of Independent Service Providers with thousands of employees across the United States. Injuries or incidents related to those

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> Independent Service Providers and their employees are completely irrelevant to the facts and claims at issue in Plaintiff's Complaint. ***FedEx Ground previously objected to discovery on this topic on July 22, 2025 and it maintains that objection.***

(Ex. B, p.3 to 1/18/2026 Memo, emphasis added).

FedEx made this argument to the Court, as evidence of how "Federal Express is not being obstructionist," stating that they had "objected to only one of the listed items" in Plaintiff's October 14th Rule 11 letter, claiming they "had already objected to discussion of this topic prior to the 30(b)(6) deposition and maintained that objection in its December 8, 2025 response letter." (1/18/2026 Memo, p.9).

This argument ignores the record, which documents that FedEx's initial objection to topic #16 was resolved by agreement between the parties. That agreement was memorialized via a series of emails on July 23, 2025, which were filed as exhibits to Plaintiff's November 26, 2025 motion:

(FedEx's counsel in regular font; Plaintiff's counsel *italicized* font):

> Topic 16 – this topic deals with all accidents involving FedEx anywhere in the world. We would ask this be limited in scope to any accidents involving this particular facility where the truck originated out of. We are happy to discuss other limitations in time or scope.
>
> *We agree this topic is limited to "last mile delivery" employees and/or contractors for the 3 years prior to and 2 years after the crash.*
>
> Thank you for the reply. We see [sic] good to go with those clarifications.

(Ex.1 to 11/26/2025 Motion).

In summary, after obstructing the Plaintiff's attempts to conduct a 30(b)(6) deposition for over a year, to the point that the Court had to intervene and order FedEx make a 30(b)(6) designee available, FedEx proceeded to produce a designee who was unprepared to be examined on topics

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of examination which FedEx had notice of for more than a year.[5] Then, when noticed of deficient preparation of their designee, FedEx refused to cure at least one deficiency arguing to the Court that they were simply "maintaining" an objection, which they had actually waived by agreement prior to the deposition.

Failing to adequately prepare a 30(b)(6) designee after being ordered to produce and make available a designee by the Court is no different than providing "an evasive or incomplete answer," which "is to be treated as a failure to answer," pursuant to Rule 37(a)(3), SCRCP. As such, FedEx's conduct in failing to produce an adequately prepared 30(b)(6) designee violates the June 18, 2025 Order.

c. Failure to comply with June 20, 2025 Protective Order

The record in this matter documents the obstruction of discovery arising from FedEx's desire to have their desired protective order govern discovery in this case.

FedEx did not actually file a motion for protection under Rule 26, SCRCP, until February 12, 2025. By that time, FedEx had already failed to comply with Judge Maddox's ruling from the bench on June 26, 2024 and the Court's January 29, 2025 Order.

The Court found FedEx had not complied with the January 29, 2025 Order after FedEx refused to produce discovery unless a Protective Order was in place; sanctioned FedEx for that noncompliance; and ordered the form Federal Confidentiality Agreement, which had been proposed by the Plaintiff since July 1, 2024, be submitted by the parties. (6/18/2025 Order, p.6-7).

The Court would note that a major point of contention requiring Court intervention in the protective order dispute, was the fact that FedEx's desired protective order shifted the burden of

5 Plaintiff began attempting to schedule FedEx's 30(b)(6) deposition via a July 19, 2024 email, including with that email the list of examination topics. (Ex.4, entry#26 to 1/14/2026 Supp. Memo.). Mr. Asalone's deposition took place on July 31, 2025).

challenging improper designations to the Plaintiff and removed the protection from abusive designation practice by not including the standard attorney certification requirement. During the January 8, 2025 hearing, FedEx represented to the Court that they do not enter into the form Federal Confidentiality Agreement; a representation proven false when Plaintiff produced a form Federal Confidentiality Agreement that FedEx entered one week later in an Orangeburg County Common Pleas case. (5/1/2025 Supp. Memo., p.1-4).

Subsequently, the Court issued the June 20, 2025 Protective Order, which is the form Federal Confidentiality Agreement originally proposed by the Plaintiff.

Remarkably, after the issuance of that Protective Order, FedEx filed a June 27, 2025 Motion to Alter or Amend June 18, 2025 Order Granting Sanctions, arguing "ultimately, the protections sought by FedEx were granted by this Court on June 18, 2025." (6/27/2025 Motion, p.2). As that argument blatantly ignored the facts in an attempt to rewrite an alternate history of the dispute, the Court denied that motion without the hearing FedEx had requested. (7/11/2025 Form 4 Order).

Despite all of the history above, FedEx has failed to comply with the Protective Order. Specifically, FedEx designated all 144 pages of documents they produced on December 8, 2025 as "Confidential," yet failed to execute the "Certification by Counsel of Designation of Information as Confidential." (Ex.6 to 1/14/2026 Supp. Memo).

At the January 20, 2026 hearing, FedEx admitted to failing to execute the certification, but argued the resolution of that issue was that the documents lose the designation, not sanctions. (1/20/2026 Tran., p.41, l.2-24).

The Court disagrees.

The Court is empowered to enforce its own orders. *See* State v. Smith (In re Decker), 322

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S.C. 215, 223, 471 S.E.2d 462, 466 (1995) (holding that the Court's fundamental need to be able to enforce its own orders outweighs First Amendment privileges). Sanctions are permissible for discovery violations outside of Rule 37. *See, e.g.*, Gathers v. S.C. Elec. & Gas Co., 311 S.C. 81, 427 S.E.2d 687, 689 (Ct. App. 1993) (discussing an adverse jury charge as a sanction for destruction or loss of evidence).

FedEx unnecessarily delayed and obstructed discovery in this case for over a year demanding their desired protective order, despite not actually filing a motion for a protective order until they had already failed to comply with two rulings from two different judges to produce discovery. Then, when given a final opportunity to cure deficiencies in their responses, FedEx designated every page produced as confidential, while refusing to comply with one of the key terms of the protective Order issued by the Court – a provision FedEx actively opposed in delaying discovery for over a year. (6/20/2025 Protective Order, ¶3 & Attachment A).

Remarkably, after admitting to the Court that they had failed to comply with this express and highly contested provision of the Court's Protective Order, FedEx argued to the Court that the Plaintiff "has not pointed to a single order that has been violated." (1/20/2026 Tran., p.41, l.2 – p.42, l.4).

As shown above, FedEx has failed to comply with multiple Court Orders multiple times in this matter and that non-compliance continues.

As the South Carolina Court of Appeals noted in affirming a trial court's striking of an answer, "[t]he orders of the trial court are not Shakespearean in nature 'full of sound and fury, signifying nothing.'" Griffin Grading& Clearing, Inc. v. Tire Serv. Equip. Mfg. Co., 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999).

The Court has as duty to impose the appropriate sanction when such conduct occurs. *See*

Samples v. Mitchell, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997) ("A failure to exercise discretion amounts to an abuse of discretion and is an error of law."). Parties who continue to refuse to comply with Court Orders governing discovery, after previously being sanctioned, do so at their own peril.

II. FEDEX'S DISCOVERY CONDUCT IN GENERAL

I FIND that the record in this case establishes a pattern of willful and intentional conduct by FedEx to obstruct, delay and frustrate the discovery process, in gross indifference to the rights of the Plaintiff.

FedEx's discovery conduct from the beginning of this case has intentionally frustrated and obstructed "the just, speedy, and inexpensive determination of" this matter. *See* Rule 1 SCRCP. The fact that FedEx began this case engaging in such improper discovery conduct is evident in FedEx's responses to Plaintiff's Rule 36 requests for admission nos. 3 and 4. Those requests asked FedEx to simply admit the basic facts that Williams was their employee/agent and in the course and scope of his employment/agency with FedEx on August 31, 2019. (9/27/2024 Motion, p.18).

Rule 36 specifically required that any response by FedEx "shall specify so much of it as is true and qualify or deny the remainder." (Rule 36(a), SCRCP). On April 30, 2024, FedEx responded to both requests with: "Deny." Just two months later, FedEx's counsel stood before the Court at the June 26, 2024 hearing and admitted on the record that Williams "is an agent of FedEx. He worked for FedEx." (Ex.1, p.13, l.16-17 to 9/27/2024 Motion, p.19).

There is no excusable reason for FedEx to have denied that Williams was their agent, in the course and scope of that agency delivering FedEx packages at the time of the crash when responding to those Rule 36 requests. The only reason can be that FedEx simply did not wish to admit facts that were helpful to the Plaintiff and prejudicial to FedEx.

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FedEx continued to deny those facts even ***after*** their counsel admitted them on the record to the Court. FedEx answered Plaintiff's interrogatories on February 12, 2025, willfully and intentionally providing evasive and incomplete responses so as to again avoid admitting those facts in writing:

> **IROG#7) Was Decedent Willams ("WILLIAMS") your agent/employee on August 31, 2019?** Decedent Williams was not an employee of this Defendant at any time. Rather at the time of the subject incident, Williams was an employee of Defendant RSS3, Inc. ("RSI"), an independent service provider to FedEx Ground pursuant to a service provider agreement.
>
> **IROG#8) Please describe in detail your relationship with WILLIAMS.** Please see Answer to Interrogatory No.7.

(Ex.8 to 5/1/2025 Motion).

"An affirmative duty does exist to answer interrogatories and respond to requests to produce." CFRE, LLC v. Greenville Cty. Assessor, 395 S.C. 67, 83 (2011).

These discovery responses from FedEx were intentional efforts at gamesmanship to avoid "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, 113, 495 S.E.2d 213, 217 (Ct. App. 1997) (citing State Highway Dep't v. Booker, 260 S.C. 245, 252, 195 S.E.2d 615, 619 (1973)).

The discovery process, like a lawsuit itself, "is not a children's game, but a serious effort on the part of adult human beings to administer justice." Griffin v. Capital Cash, 310 S.C. 288 (Ct. App. 1992) (quoting United States v. A.H. Fischer Lumber Co., 102 F.2d 872 (4th Cir. 1947).

Repeatedly over the history of this matter, FedEx has engaged in bad faith conduct meant to obstruct and delay. Other examples include:

Representing to the Court on the record at the June 26, 2024 hearing that a protective order would only be necessary "prior to supplementing some of the more sensitive material and things that would not ordinarily be just out there for public consumption" (Ex.1 p.19, l.7-10 to 9/27/2024

Motion); then refusing to produce any discovery responses when the Plaintiff would not submit to FedEx's desired protective order, until the Court compelled production via the January 29, 2025 Order.

After having refused Plaintiff's offer to enter into the form Federal Confidentiality Agreement for 191 days, representing to the Court on the record at the January 8, 2025 hearing that FedEx does not enter into the form Federal Confidentiality Agreements; only to one week later enter into the form Federal Confidentiality Agreement in the case of *Mckee v. Pou, et al.*, C/A No. 2024-CP-38-01596 in the Orangeburg County Court of Common Pleas. (5/1/2025, p.1-2).

After being noticed by Plaintiff that redactions to photos produced of the wrecked U-Haul box truck did not appear to be a valid assertion of "Work Product/Materials prepared in anticipation of litigation" as claimed on their June 27, 2025 privilege log, producing unredacted photos showing Plaintiff was correct – redactions having been made to clearly unprivileged information such as: form titles of "Photo Sheet"; the logo of a third-party claims-handler, claims number and identity of the photographer; generic descriptions such as "passenger side," "left side box view," etc.; and page numbers. In producing those unredacted photos on December 8, 2025, FedEx marked all the unredacted photos as "confidential." (Ex.9 to 1/14/2026 Supp. Memo).

In a perfect example of FedEx's refusal to simply acknowledge improper discovery conduct when caught, FedEx argued to the Court the unredacted photos had to be designated as confidential because "those photographs were taken at the FedEx terminal and those terminals are secured facilities…it's FedEx's policy." (1/20/2026 Tran. p.52, l.12-21). That argument completely ignores the fact that photographs had previously been produced with no such designation. FedEx had only designated them "confidential" when reproducing them without the redactions to the innocuous, unprivileged information described above.

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It is not lost on the Court that FedEx failed to execute the Certification of Counsel for these designations. Just as it is not lost on the Court that FedEx's supplemental responses attempting to cure the deficiencies noted by the Plaintiff's October 14, 2025 letter come by way of a letter from counsel and not via supplemental responses to Plaintiff's interrogatories which would require a Rule 33 verification – this keeps any individual with FedEx from actually having to "own" this discovery conduct.

III. SANCTIONS

I FIND that the prejudice to the Plaintiff from FedEx's conduct is clear, convincing and substantial. Basic discovery in this case has now been delayed for over a year. The Plaintiff has been forced by FedEx to expend substantial time and resources in attempts to obtain complete responses to initial discovery requests, even after prior Court Orders compelling such. Even now, the existence or non-existence of vital and materially relevant evidence is unknown to the Plaintiff. The extensive record in this matter documents that FedEx's discovery conduct has been dilatory, willful, intentional, prejudicial and in bad faith.

The question of what sanctions are to be imposed for failure to comply is left largely to the court. Nevertheless, whatever sanction is imposed should serve to protect the rights of discovery provided by the Rules. Downey v. Dixon, 294 S.C. 42, 45 (Ct. App. 1987).

I FIND that striking FedEx's Answer is required to protect the rights of discovery provided by the Rules. While it may be "harsh medicine," it is the prescription required due to FedEx's refusal to heed prior Orders of the Court and their continued discovery misconduct displaying bad faith, willful disobedience, and a callous indifference to the rights of the Plaintiff and the discovery process. *See* Welch v. Advance Auto Parts, Inc., 445 S.C. 640, 655, 916 S.E.2d 320, 328 (2025).

In making this decision, the Court has considered the effect that striking FedEx's Answer

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may have on FedEx's co-defendants and finds that, under the allegations in the Complaint, striking FedEx's answer will have no prejudicial effect on the remaining defendants' ability to defend themselves.

"Fortune may favor the bold, but a party that persists in a bold refusal to comply with basic ordered discovery may soon realize it is the architect of its own misfortune." Welch at 650, 325.

The Court specifically warned FedEx in its June 18, 2025 Order of the potential for "far more serious sanctions under Rule 37, SCRCP" should FedEx's non-compliance continue and continue it has. As such, FedEx is the architect of its own misfortune. Any lesser sanction would encourage, rather than discourage, noncompliance with the Rules and would render Orders of the Court governing discovery meaningless.

I FIND that a sanction for attorney's fees and costs in this matter is warranted. The South Carolina Supreme Court has reminded Circuit Court judges "that the seldom-utilized rule for awarding fees and imposing sanctions, SCRCP 37, is available to deter discovery abuses." South Carolina Supreme Court Administrative Order, 2021-06-03-02, June 3, 2021.

The fact that FedEx's conduct has been found to be dilatory, willful, intentional, prejudicial and in bad faith supports the awarding attorney's fees and costs in this matter. The fact that FedEx's conduct has included false, misleading, incomplete, and incorrect discovery responses supports the awarding attorney's fees and costs in this matter.

I FIND the Plaintiff is entitled to an award of attorney's fees and costs under Rule 36(a), Rule 37(a)(4) and Rule 37(c) SCRCP.

Plaintiff's counsel submitted an affidavit documenting unreimbursed attorney's fees and costs related to these discovery issues against FedEx of Fifty-Two Thousand One Hundred Eighty-Three and 60/100 ($52,183.60) Dollars. That total is after applying the $5,000.00 previously

awarded by the Court's June 18, 2025 Order. (Ex.11 to 1/14/2026 Supp. Memo.).

That affidavit supports that Plaintiff's counsel's minimum hourly rate is $600.00/hour and identifies previous court appearances and court orders in support of that rate. The affidavit documents recorded time on these issues of 87.25 hours for Attorney Patrick J. McLaughlin. The affidavit references, and the Court takes note of, prior affidavits of fees and costs filed with the Court showing Attorney Kyle J. White's time on these issues and hourly rate of $600/hour; Attorney Sarah T. Collins time on these issues and rate of $300/hour; and Plaintiff's firms administrative staff's time on these issues and rate of $150/hour.

The Court notes that the recorded times on the submitted affidavits does not include any time after January 12, 2026. Both Attorneys McLaughlin and White appeared on Plaintiff's behalf at the January 20, 2026 hearing, with Plaintiff's counsels submitting additional materials after the hearing upon request the request of the Court. As such, the Court believes that the submitted time by Plaintiff's counsels is a conservative accounting that does not reflect the total time spent on these discovery matters and that the extensive filings generating the record the Court has relied on throughout these discovery disputes supports that Plaintiff's counsels submitted time is a conservative accounting of the actual time worked on these matters.

Having reviewed Plaintiff's counsel's affidavits, the extensive filings in this matter, and the arguments and presentation made to the Court, I FIND that the rate of Six Hundred and 00/100 ($600.00) Dollars per hour for Plaintiff's counsels McLaughlin and White to be reasonable and commensurate with previous awards of attorney's fees; their knowledge, experience, and professional standing; the time and labor it is apparent they devoted to these matters; the nature, extent and difficulty of what the record reflects has been a complex discovery matter; the customary market rate for similar representation and the beneficial results they have achieved.

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I FIND the rate of Three Hundred and 00/100 ($300.00) Dollars per hour for Plaintiff's counsel Collins and One Hundred Fifty and 00/100 for WDW administrative staff to be reasonable and commensurate with their knowledge, experience, and professional standing and the customary market rates for similar representation.

I FIND that FedEx is ordered to pay Fifty-Two Thousand One Hundred Eighty-Three and 60/100 ($52,183.60) Dollars in attorney's fees and costs for Plaintiff's counsels' time and costs in this matter. Said payment shall be made directly to Attorney Patrick J. McLaughlin within thirty (30) days of the filing of this order. I FIND this amount to reasonable and appropriate considering the precise nature of the discovery conduct, the willfulness, and the degree of prejudice of FedEx's discovery abuse.

I FIND that the caption in this matter is amended to reflect the corporate restricting noted in footnote 1, changing "FedEx Ground Package System, Inc." to "Federal Express Corporation."

I FIND that this matter is set for date-certain jury trial for September 7, 2026, as previously ruled on by the Court at the January 20, 2026 hearing.

CONCLUSION

Based on the above, the Plaintiff's motion is GRANTED, FedEx's Answer is struck, and this matter is set for a date certain jury trial on September 7, 2026. An award of attorney's fees and costs in the amount of Fifty-Two Thousand One Hundred Eighty-Three and 60/100 ($52,183.60) Dollars is issued. FedEx is hereby ordered to fully tender such payment within thirty (30) days of this order. And the caption is amended to reflect "Federal Express Corporation" as the proper corporate entity defendant for FedEx.

AND IT IS SO ORDERED.

<judicial e-signature found on page to follow>

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Anderson Common Pleas

Case Caption: Heather Hite Stone , plaintiff, et al VS Patricia K. Smith , defendant, et al

Case Number: 2024CP0400331

Type: Order/Sanctions

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH