

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
J. C. Nicholson, Jr., Circuit Court Judge
Case No.: 2009-CP-10-6873

RECEIVED

DEC 10 2012

S.C. Supreme Court

Justin O'Toole Lucey, Justin O'Toole Lucey, P.A.,..... Respondents,

v.

Amy Meyer,..... Petitioner.

And Lorcan Lucey, GMAC Mortgage
Corporation, Citimortgage, Inc., and John
Doe Finance, ... Third Party Defendants.

**APPENDIX
VOLUME II of III**

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Blackburn, Cherie

From: Nancy Bloodgood [nbloodgood@fosterfoster.com]
Sent: Saturday, October 31, 2009 7:18 AM
To: Blackburn, Cherie
Subject: Amy Meyer

Cherie, I just saw that my secretary didn't send the correct email to you when she sent you a courtesy copy of the Complaint yesterday. I apologize if the action appeared abrupt. What I intended to convey to you at the same time you received the Complaint was that I had convinced my client to hold off filing it and the accompanying Lis Pendens until Monday as a professional courtesy. I have provided you a copy of the Complaint in the hopes that your client will reconsider his decision not to pay Amy Meyer the wages he owes her. Our last offer of settlement is off the table. I was in deposilions in Columbia all day yesterday but am around this weekend if you want to discuss settlement one last time. Assuming this matter cannot be satisfactorily resolved, please let me know if you are authorized to accept service for both Mr. Lucey and the firm, and if you will be representing Mr. Lucey's brother, please let me know that also. Thanks, Nancy

Nancy Bloodgood, Partner
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11/1/2009

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December 11, 2009

Charles W. Blackburn
Member
Admitted in SC

VIA HAND DELIVERY

The Honorable J.C. Nicholson, Jr.
c/o Virginia Druce
Charleston County, Tenth Circuit Court Judge
100 Broad Street, Suite 106
Charleston, SC 29401

***Re: Justin O'Toole Lucey and Justin O'Toole Lucey, P.A. vs. Amy Meyer
vs. Lorcan Lucey, GMAC Mortgage Corporation, Citi Mortgage, Inc.,
and John Doe Finance
Civil Action No.: 2009-CP-10-6873
Our File No.: 45631-1***

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

Raleigh

Dear Judge Nicholson:

I am enclosing the following cases in support of our Motion to Compel Arbitration. These cases deal primarily with the application of the Federal Arbitration Act to matters involving interstate commerce. They are as follows:

- Munoz v. Greentree Financial Corp., 542 S.E. 2d 360 (2001) ("unless the parties have contracted to the contrary, the FAA applies in federal or state court to any arbitration agreement regarding and a transaction *that in fact involves interstate commerce, regardless of whether or not the parties contemplated an interstate transaction.*" *Id.* at 363 (emphasis added).);
- Episcopal Housing Corp. v. Federal Insurance Co., 239 S.E. 2d 647 (1977) (stating that where a transaction involves interstate commerce, the FAA trumps state common-law). *Id.* at 649.;
- New Hope Missionary Baptist Church v. Paragon Builders, 667 S.E.2d 1 (Ct. App. 2008) ("As a preliminary note, we find the trial court properly determined the Federal Arbitration Act ... applies to the arbitration

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agreement in this matter since the parties did not contract to the contrary and the arbitration agreement pertains to a transaction involved interstate commerce due to the nature of the construction project, Paragon Builders' position as chief construction advisor, and Paragon Builders' affidavit swearing the project will involve businesses and supplies from outside South Carolina." *Id.* at 626-627.);

- Thornton v. Trident Med. Ctr., L.L.C., 592 S.E.2d 50 (Ct. App. 2003) ("In all cases, determination of whether a transaction involves interstate commerce depends upon the *facts of the case*." *Id.* at 52 (emphasis added).)
- Zabinski v. Bright Acres Associates, 553 S.E. 2d 110 (2001) ("To ascertain whether a transaction involves commerce within the meaning of the FAA, the court must examine the agreement, the complaint, *and the surrounding facts*." *Id.* at 117 (emphasis added).);
- Blanton v. Stathos, 570 S.E. 2d 565 (Ct. App. 2002) (The "United States Supreme Court has held that the phrase 'involving commerce' is the same as 'affecting commerce,' which has been broadly interpreted to mean Congress intended to utilize its powers to regulate interstate commerce to its full extent." *Id.* at 568; citing Allied-Bruce Terminix Co., Inc. v. Dobson, 513 U.S. 265, 277-277 (1995));
- Allied-Bruce Terminix Companies v. Dobson, 513 U.S. 265, 115 S. Ct. 834 (1995) (discusses broad interpretation of "involving interstate commerce" under the FAA and fact that it is irrelevant whether or not the parties actually *contemplated* an interstate commerce connection or substantial interstate activity before entering the contract. *Id.* at 277-281;);
- Sutton v. Hollywood Entertainment Corp., 181 F.Supp.2d 504 (D.Md.2002) (discusses broad interpretation of the definition of "interstate commerce" as used in section 2 of the FAA and the "significant relationship test." *Id.* at 509, n.2, citing Allied-Bruce Terminix Co., Inc. v. Dobson, 513 U.S. 265 (1995));
- Rich v. Walsh, 590 S.E. 2d 506 (Ct. App. 2003) ("Any doubts concerning the scope of arbitratable issues should be resolved in favor of arbitration, whether the problem ... is the construction of the contract language ... waiver, delay or a like defense to arbitrability." *Id.* at 508);
- Brown v. Green Tree Servs., Inc., 585 F.Supp.2d 770 (D.S.C. 2008) ("due regard must be given to the federal policy favoring arbitration, and ambiguities as to the scope of the arbitration clause itself must be resolved in

The Honorable J.C. Nicholson, Jr.
December 11, 2009
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favor of arbitration." *Id.* at 774, citing Volt Info. Scis., Inc. v. Bd. of Tr. Of Leland Stanford Jr. Univ., 489 U.S. 468, 475-76 (1989)); and

- Peoples Security Life Insurance Co. v. Monumental Life Insurance Co., 867 F. 2d 809 (4th Cir. 1989). ("A court should order arbitration unless it can say with positive assurance that the arbitration clause is not susceptible to an interpretation covering the dispute." *Id.* at 812.)

Also, because the issue of interstate commerce and the application of the FAA to the employment relationship and claims in Ms. Meyer's Counterclaims is an issue that you are interested in, I have included additional cases from this and other jurisdictions that may be helpful on this issue:

- Murray v. United Food and Commercial Workers Intern. Union, 289 F.3d 297 (4th Cir. 2002) ("It is settled that the provisions of the FAA, and its policy favoring the resolution of disputes through arbitration, apply to employment agreements to arbitrate discrimination claims brought pursuant to federal statutes, including Title VII of the Civil Rights Act." *Id.* at 301.);
- Citizens Bank v. Alafabco, Inc., 539 U.S. 52 (2003) ("We have interpreted the term 'involving commerce' in the FAA as the functional equivalent of the more familiar term 'affecting commerce'-words of art that ordinarily signal the broadest permissible exercise of Congress' Commerce Clause power. ... Because the statute provides for 'the enforcement of arbitration agreements within the full reach of the Commerce Clause,' ... it is perfectly clear that the FAA encompasses a wider range of transactions than those actually 'in commerce'-that is, 'within the flow of interstate commerce,' ... " *Id.* at 56.);
- Nabors Drilling USA, LP v. Carpenter, 198 S.W.3d 240 (Tex. Ct. App. 2006) ("The FAA applies when a contract relates to interstate commerce. [citation omitted]. The FAA *does not require* a substantial effect on interstate commerce, and interstate commerce *can be demonstrated in a variety of ways*, including headquarters located in another state, transportation of material across state lines, or *interstate mail or telephone calls*. [citation omitted]. The relationship between an employer who is regularly engaged in activities involving interstate commerce and its employee relates to interstate commerce." *Id.* at 245 (emphasis added).);
- Crawford v. West Jersey Health Sys. (Voorhees Div.), 847 F. Supp. 1232 (D.N.J. 1994) The Court first noted that "[f]or the FAA to apply, the district court must find that the contract containing the arbitration provision 'evidenc[es] a transaction involving commerce.' ... *This is not a rigorous*

inquiry; in fact, the contract 'need have *only the slightest nexus with interstate commerce.*'" *Id.* at 1240 (emphasis added). In this case, which concerned an employment agreement between a physician and her employers, the District Court of New Jersey explained: "[T]he Supreme Court has indicated that [the requirements of Section 3 of the FAA] are met where contractual activity facilitates or affects commerce, even tangentially. . . Defendants . . . treat patients who live and work in Pennsylvania. . . Medical costs for many of these patients are paid through out-of-state or multi-state insurance carriers . . . Defendants advertise regularly in out-of-state newspapers . . . [and] receive goods and services from numerous out-of-state vendors, including Hartford Life and Accident (Boston, Mass.), Ohio Psychology Publishing, and Weyman Advertising (New York) . . . Because [Plaintiff's] employment facilitated defendants' interstate business activities, the court finds that her employment agreement 'evidences a transaction involving commerce.'" *Id.*);

- Arkansas Diagnostic Center, P.A. v. Tahiri, 257 S.W.3d 884 (Ark. 2007) (succinctly summarizes the Crawford case as follows: "Similarly, in Crawford v. West Jersey Health Systems, 847 F.Supp. 1232 (D.N.J.1994), the federal district court for the District of New Jersey found that a physician's employment agreement with West Jersey Physician Associates, P.A., also fell within the FAA. That court observed that determining whether the contract at issue evidenced a transaction involving commerce was not a rigorous inquiry, but that the contract 'need have only the slightest nexus with interstate commerce.'" 847 F.Supp. at 1240 (quoting Maxus, Inc. v. Sciacca, 598 So.2d 1376 (Ala.1992)). Accordingly, based on the evidence presented, the court found that because Dr. Crawford's employment facilitated her employer's interstate business activities, her employment agreement evidenced a transaction involving commerce[.]" Arkansas Diagnostic, 257 S.W.3d at 890.);
- In re Sacred Heart Hosp. of Norristown, 200 B.R. 826 (Bankr. E.D. Pa. 1996) ("[T]he FAA would apply if the subject matter of the dispute were found by the arbitrators to have had *even the slightest, tangential nexus with interstate commerce.*" *Id.* at 831 (emphasis added).);
- Triad Health Management of Georgia, III, LLC v. Johnson, 679 S.E.2d 785 (Ct. App.(Ga.)2009) ("As a threshold issue, we conclude that the FAA governs the agreement to arbitrate. The FAA applies to 'a contract evidencing a transaction involving commerce.' 9 U.S.C. § 2. For purposes of 9 U.S.C. § 2, 'the word 'involving,' like 'affecting,' signals an intent to exercise Congress' commerce power to the full.' [citation omitted]. Whether or not the

The Honorable J.C. Nicholson, Jr.
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transaction at issue had a specific effect on interstate commerce, Congress' commerce power "may be exercised ... if in the aggregate the economic activity in question would represent a general practice subject to federal control. Only that general practice need bear on interstate commerce in a substantial way.' . . . The nursing home facility at issue here was located in Savannah, Georgia, and Triad had an additional office in Maryland. The Georgia facility purchased supplies from out-of-state vendors, including medical supplies from Wisconsin and Illinois. The facility treated out-of-state patients and had patients insured through medicaid and medicare and private insurance providers, and some of the private insurance claims were handled in locations outside the state. Given the evidence establishing a nexus between Triad's nursing home operations and interstate commerce, and in light of the United States Supreme Court's expansive interpretation of commerce for purposes of the FAA, we conclude that the Admission Contract was a contract evidencing a transaction involving commerce, and the FAA therefore applies." *Id.* at 787-88.); and

- Aronson v. Dean Witter Reynolds, Inc., 675 F. Supp. 1324 (S.D. Fla. 1987) ("The party opposing arbitration bears the initial responsibility of informing the court of the basis for its opposition. This burden is not unlike that of a party seeking summary judgment." *Id.* at 1325.)

I appreciate you allowing me the opportunity to provide copies of these cases.

Very truly yours,


Cherie W. Blackburn

CWB/mtk
Enclosures

cc: Nancy Bloodgood, Esquire

NPCHAR1:528141.1-LT-(BLACKBURN) 045831-00001

Blackburn, Cherie

From: Nicholson, J. C. [JNicholsonJ@sccourts.org]

Sent: Wednesday, December 16, 2009 4:52 PM

To: 'nbloodgood@fosterfoster.com'

Cc: Blackburn, Cherie

Mrs. Bloodgood,

The court finds that there is no reason for the FAA to apply in this case please send a proposed order regarding this and any other issues you feel appropriate.

Thank you,

Brantly B. Haigler

On Behalf of The Honorable J.C. Nicholson

2/2/2010

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Jowers, Amy D.

From: Amanda Kramer [AKramer@fosterfoster.com]
Sent: Friday, December 18, 2009 11:53 AM
To: jnicholsonj@sccourts.org
Cc: Blackburn, Cherie
Subject: Lucey, et al. v. Meyer, Case No. 2009-CP-10-6873
Attachments: Proposed Order.pdf

Attached please find the proposed Order regarding the above-referenced matter.

Amanda Kramer
Assistant to Nancy Bloodgood, Esquire
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) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT

) Case No. 2009-CP-10-6873

ORDER DENYING PLAINTIFFS' MOTION TO COMPEL ARBITRATION

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to the case at bar and whether the arbitration clauses is valid and enforceable. Upon careful consideration, the Court makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Plaintiff Justin O'Toole Lucey ("Lucey") is an attorney licensed to practice law in the state of South Carolina with his principal place of business at 415 Mill Street, Mount Pleasant, South Carolina.

2. Plaintiff Justin O'Toole Lucey, P.A. ("Lucey law firm") is a law firm with its principal place of business located at 415 Mill Street, Mount Pleasant, South Carolina.

3. The Lucey law firm does not have offices outside of the state of South Carolina, and Lucey is the principal attorney in the Lucey law firm.

4. In January 2006, the Lucey law firm hired Defendant Amy Meyer ("Meyer") as an associate attorney. Ms. Meyer is only licensed to practice law in South Carolina.

5. After being employed for several months with the law firm, the Lucey law firm presented Meyer a written employment agreement in June 2006 which contained an arbitration clause in the middle of the second page of the agreement in regular type. The arbitration clause, among other things, precluded the calling of witnesses. Counsel for Meyer indicated that the unredacted 2006 employment agreement would be filed under seal following the hearing.¹

6. In addition to other employment related benefits and matters, the 2006 employment agreement set forth a base salary as well as a salary bonus structure for contingency cases Meyer worked on for the Lucey law firm.

¹ This 2006 employment agreement and a subsequent amendment were provided to the Court at the hearing but were not filed at that time as the Court had not yet signed the Order to Seal.

7. Thereafter, in May 2007, the Lucey law firm and Meyer amended their employment agreement for Meyer's salary bonus for a complex, multi-family construction defect case filed in Charleston County, South Carolina (referred to at the hearing by Plaintiffs' counsel and in this Order as "Ocean Club").

8. During the years of 2006, 2007, 2008, and 2009, Meyer worked on the Ocean Club case.

9. The Ocean Club case arose out of a construction project on the Isle of Palms, Charleston County, South Carolina. Some parties to the litigation were domiciled in states other than South Carolina, and some witnesses deposed in the Ocean Club case were also domiciled outside of South Carolina. Additionally, insurance companies providing defenses and indemnification were domiciled in states other than South Carolina, some of which paid proceeds to settle the Ocean Club case.

10. The Lucey law firm made intermittent payments toward Meyer's salary bonuses for the Ocean Club case during 2008 and 2009 as defendants settled out and/or as the Lucey law firm collected its attorney's fees earned.

11. Plaintiffs do not allege, did not argue at the hearing, and have provided no evidence that any salary payments from the Lucey law firm to Meyer originated from an out-of-state bank account of the Lucey law firm.

12. Further, Plaintiffs do not allege, did not argue at the hearing, and have provided no evidence that the transactions between the Lucey law firm and Meyer for payment of Meyer's salary or salary bonuses involved any out-of-state bank accounts under the custody or control of the Lucey law firm, Lucey, or Meyer.

13. On July 20, 2009, the Ocean Club case was settled, and on July 22, 2009, Meyer's employment with the Lucey law firm terminated.

14. Beginning in August 2009, Meyer's attorney made demands to Lucey's and the Lucey law firm's attorney for payment of salary bonuses relating to Meyer's work on the Ocean Club case.

15. Meyer's claims in the instant action also involve a salary bonus for another case litigated by the Lucey law firm in Charleston County, South Carolina and worked on by Meyer. This second case involved the revocation of an encroachment permit issued by the South Carolina Department of Transportation that had benefited real estate situated in Charleston County, South Carolina and resulted in attorney's fees being paid to the Lucey law firm in March 2007.² In August 2009, Meyer's attorney also made demands to Lucey's and the Lucey law firm's attorney for payment of salary bonuses relating to this case.

16. The Lucey law firm filed for arbitration with National Arbitration and Mediation, Inc. ("NAM") on October 27, 2009.

17. Thereafter, on November 2, 2009, Lucey and the Lucey law firm filed the instant action and requested that the Court refer all controversies between the parties to arbitration. Meyer indicated to the Court at the hearing that she did not agree to arbitration and had requested NAM close their file opened at the Lucey law firm's request.

² Though not addressed in detail by counsel at the hearing, this second case is part of the record before the Court through the pleadings filed by the parties which have been reviewed by the Court.

18. On November 30, 2009, Meyer filed an Answer, Counterclaim, and Third Party Complaint in the instant action.³

19. As noted in Plaintiffs' brief and at the hearing, Meyer counterclaimed against Plaintiffs for a Declaratory Judgment, Breach of Contract, Breach of Contract Accompanied by a Fraudulent Act, Promissory Estoppel, Violation of the South Carolina Payment of Wages Act, Intentional Misrepresentation, Fraud, Constructive Fraud, Unjust Enrichment, and requested the Court to impose a Constructive Trust on certain assets of Plaintiffs.

CONCLUSIONS OF LAW

The question of arbitrability of a claim is an issue for judicial determination, unless provided otherwise by the parties. *Zabinski v. Bright Acres Associates*, 553 S.E.2d 110, 118 (2001) citing *AT&T Techs, Inc. v. Communications Workers of America*, 475 U.S. 643, 106 S. Ct. 1415, 89 L.Ed.2d 648 (1986), and in deciding whether the parties have agreed to submit a particular controversy to arbitration, a court is not to rule on the potential merits of the underlying claims. *Zabinski* at 118. However, arbitration is a matter of contract law, and a court ruling as to whether or not a valid agreement to arbitrate exists is based on the contractual nature of the arbitration agreement. *Towles v United Healthcare Corp.*, 524 S.E.2d 839, 843-44 (Ct. App. 1999) Further, in determining the validity and enforceability of an arbitration clause, the Court may consider equitable principles of fraud, duress and unconscionability. *Simpson v. MSA of Myrtle Beach, Inc.*, 644 S.E.2d 663, 668 (2007) (quoting S.C. Code § 15-48-10 (a)).

³ On December 9, 2009, the Court also heard Meyer's Motion to Seal her responsive pleading. Plaintiffs consented to the Motion, and Meyer's Answer, Counterclaim, and Third Party Complaint is filed under seal pursuant to this Court's Order.

A. The arbitration clause does not meet the requirements of S.C. Code § 15-48-10 (a).

S.C. Code § 15-48-10 (a) states, "[N]otice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration." The requirements of S.C. Code § 15-48-10 (a) have been strictly construed by the courts, and failure to comply with the mandatory notice requirements of this section requires a court to find the arbitration clause is unenforceable. *Zabinski v. Bright Acres Associates*, 553 S.E.2d 110, 114 (2001) See also, *Soil Remediation Co. v. Nu-Way Envtl., Inc.*, 476 S.E.2d 149 (1996) (terms of § 15-48-10 (a) are clear and must be applied according to their literal meaning); *Osteen v. T.E. Cuttino Constr. Co.*, 434 S.E. 2d 281 (1993); *Timms v. Greene*, 427 S.E.2d 642 (1993); and *Circle S Enters., Inc. v. Stanley Smith & Sons*, 343 S.E.2d 45 (Ct. App. 1986) Plaintiffs' arbitration clause does not meet the requirements of § 15-48-10 (a) and the June 2006 contract is clearly not subject to arbitration under state law.

B. Defendant's employment contract does not involve commerce within the meaning of the FAA.

To determine whether a transaction involves commerce within the meaning of the FAA the court must examine the arbitration clause as well as the surrounding facts. *Towles v. United Healthcare Corp.*, 524 S.E.2d 839 (Ct. App. 1999) The heart of this transaction between the Lucey law firm and Meyer is an employment agreement between a South Carolina law firm and a South Carolina attorney for legal services to be performed in South Carolina. Meyer is not licensed to practice out of state and the employment agreement does not require Meyer to be licensed to practice law anywhere other than South Carolina. As such, the controversy between the Lucey law firm and Meyer lacks a sufficient relationship with interstate commerce to render the FAA applicable. The factual situation for the case at bar is similar to that in *Timms v.*

Greene, 427 S.E.2d 642 (1993) which involved a contract between a nursing home and a patient for nursing services to be performed at the nursing home. Here, an attorney is providing legal services for a South Carolina law firm doing business in South Carolina. In short, when an agreement is "devoid of any basis for holding that commerce was involved in the transaction between the parties," *id.* at 644, arbitration should not be compelled.

Moreover, even if the Court considers Plaintiffs' arguments about facts in the underlying Ocean Club case upon which Meyer's claims for salary bonuses are based, the facts cited by Plaintiffs fail to rise to the level of involving or affecting interstate commerce. Domicile of parties to litigation, activities outside the state of South Carolina incident to the completion of a transaction, and receipt of insurance proceeds do not render a transaction as "involving" or "affecting" interstate commerce within the purview of the FAA. *See Mathews v. Fluor Corporation*, 440 S.E.2d 880 (1994) (when subject matter was situated in South Carolina, arbitration was not ordered even when domicile of both parties involved in controversy was outside of South Carolina and nearly all activities to complete the contract occurred outside of South Carolina) (overruled on other grounds in *Munoz v. Green Tree Financial*, 542 S.E. 2d 360, 363(2001)). *See also Timms* at 643 (rejecting claim that a nursing home's acceptance of federal insurance proceeds created an involvement in "interstate commerce" within the FAA). Therefore, the domicile of homeowners who executed assignments of rights in favor of a non-profit South Carolina corporation,⁴ domicile of parties to the Ocean Club litigation, domicile of the insurance companies providing a defense and indemnification to parties, and payment of proceeds under an insurance policy by out-of-state insurance companies to settle the Ocean Club case do not bring the controversy between the parties in the instant case within the FAA.

⁴ The homeowners in the Ocean Club case executed assignments of rights giving all rights to recoveries in the case to the South Carolina horizontal property regime, Wild Dune Ocean Club Horizontal Property Regime, Inc., which was the plaintiff in the Ocean Club case.

C. The arbitration clause at issue is further void on equitable grounds.

It appears in their brief and at the hearing, Plaintiffs attempted to argue that because the parties intended to arbitrate, vis-a-vis an arbitration clause being included in their 2006 agreement, then arbitration should be ordered by the Court. However, the Court will not summarily rule in favor of Plaintiffs based upon the mere existence of an arbitration clause. Arbitration is a matter of contract law and a court ruling as to whether or not a valid agreement to arbitrate exists is based on the contractual nature of the arbitration agreement and common law principles. *Towles v United Healthcare Corp.*, 524 S.E.2d 839, 843-44 (Ct. App. 1999). The premise underlying the Supreme Court's holdings in many of the cases cited by Plaintiffs is that a prospective litigant can effectively vindicate its claims in the arbitral forum. *See e.g., Green Tree Fin. Corp.-Alabama v. Randolph*, 531 U.S. 79, 89 (2000) (internal quotation marks and alterations omitted) However, in this case, Meyer cannot effectively vindicate her case without witnesses.

In reviewing the arbitration clause in the 2006 agreement and the facts of this case, the Court finds the arbitration clause unconscionable. The parties were in vastly unequal bargaining positions. The Lucey law firm as employer was in a significantly more powerful position as Meyer was an associate who had already been working for several months when the employment contract with the arbitration clause was presented to her. Additionally, the arbitration clause required the preclusion of calling any witnesses and as such, the arbitration clause violates public policy, specifically SCRCF, Rule 43 which states the oral testimony of witnesses "shall be taken orally in open court" in order to determine the competency of witnesses. *Id.* It is against public policy to require an employee to participate in arbitration without being able to produce witnesses at the arbitration. *See Simpson v. MSA of Myrtle Beach, Inc.*, 644 S.E.2d 663, 668,

(S.C. 2007) quoting S.C. Code § 15-48-10 (a) ("A party may seek revocation of the contract under 'such grounds as exist at law or in equity,' including fraud, duress and unconscionability.") Therefore, the Court finds that Meyer has set forth facts sufficient for a showing of unconscionability, and even if the FAA applied, the arbitration clause is not valid or enforceable.

D. Compelling Arbitration in real estate development and construction cases under the FAA is distinguishable from compelling arbitration for personal service contracts.

Finally, the Court has considered several cases submitted by Plaintiffs in support of their motion. These cases involve construction and/or real estate development contracts, which the South Carolina Supreme Court has distinguished from other cases when considering whether interstate commerce is involved, *See Timms* at 644. The remainder of Plaintiffs' cases are either only persuasive and the Court is not bound by them, or factually distinguishable. The heart of the controversy in the instant case is an employment agreement between a South Carolina law firm and a South Carolina attorney for legal services necessarily performed in South Carolina as the employee is not licensed to practice law elsewhere.

CONCLUSION

Even though South Carolina courts favor arbitration, there is no ground upon which arbitration should be ordered based upon the facts of this case. Therefore, consistent with the above Findings of Fact and Conclusions of Law, the Court finds that the Federal Arbitration Act does not apply, the arbitration clause is not valid or enforceable, and Plaintiffs' Motion to Compel Arbitration is denied.

Additionally, upon Motion by the Defendant, this Court has signed an Order to Seal Defendant's Answer, Counterclaims and Third Party Complaint and Plaintiffs' Reply to protect any client interests. This case will remain in circuit court and proceed accordingly.

AND IT IS SO ORDERED!

The Honorable J.C. Nicholson, Jr.
Presiding Judge

Dated this ____ day of December 2009.

Charleston, South Carolina

Blackburn, Cherie

From: Blackburn, Cherie
Sent: Sunday, December 20, 2009 8:25 PM
To: 'Amanda Kramer'; jnicholsonj@sccourts.org; 'Nancy Bloodgood'
Subject: RE: Lucey, et al. v. Meyer, Case No. 2009-CP-10-6873

Judge Nicholson,
Having reviewed the proposed Order that Ms. Bloodgood sent to you (and understanding that, while we disagree, this is your decision on our motion), I would request two edits to the attached Order:

1. You asked at the hearing if the Ocean Club case was of record with the Court and I confirmed that it was. Ms. Bloodgood includes in her footnote 2 a reference to the fact that the "second case" (which is the Bees Ferry case) is part of the record before the Court through the pleadings filed by the parties which have been reviewed by the Court. I would simply ask that you include a reference to the fact that the Ocean Club case is part of the record before the Court through the pleadings filed by the parties by adding a footnote at the end of Paragraph 7 (which is the first reference to Ocean Club), which states:

"The Ocean Club case is part of the record before the Court through the pleadings filed by the parties which have been reviewed by the Court."

2. Secondly, I would like the Order to permit the filing under seal of the evidence supporting my memorandum and argument so that the record can be complete but without violating client confidentiality. Thus, I would request that the Order include the following:

"Plaintiffs are granted leave to file under seal documentation regarding the Ocean Club case in support of their arguments as to their Motion to Compel Arbitration."

I appreciate your consideration of my requests. I was out of town on Friday when Ms. Bloodgood sent the order to you and did not have a chance to review it until the weekend. I am, of course, including her on this e-mail and requesting that if she does not have an objection to the foregoing, that her office make the changes and re forward to you.

Best Regards,
Cherie Blackburn

From: Amanda Kramer [mailto:AKramer@fosterfoster.com]
Sent: Friday, December 18, 2009 11:53 AM
To: jnicholsonj@sccourts.org
Cc: Blackburn, Cherie
Subject: Lucey, et al. v. Meyer, Case No. 2009-CP-10-6873

Attached please find the proposed Order regarding the above-referenced matter.

Amanda Kramer
Assistant to Nancy Bloodgood, Esquire

313

12/14/2010

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Foster Law Firm, LLC
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**STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS**

Appeal from the Court of Common Pleas
For Charleston County
Honorable J.C. Nicholson, Jr., Circuit Judge
Civil Action No.: 2009-CP-10-6873

Justin O'Toole Lucey and Justin O'Toole Lucey, P.A.,

Appellants,

v.

Amy Meyer,

Respondent.

And Lorcan Lucey, GMAC Mortgage
Corporation, Citimortgage, Inc., and John
Doe Finance,

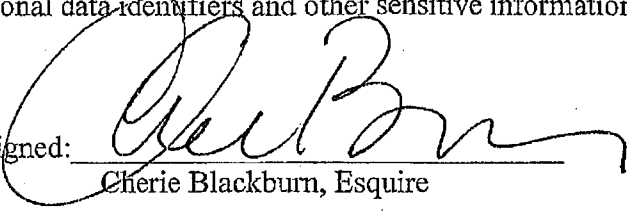
Third Party Defendants.

**RULE 210(g), SC4CR, CERTIFICATE OF COUNSEL AND
CERTIFICATION OF COMPLIANCE WITH ORDER ON
REDACTION OF PERSONAL DATA IDENTIFIERS**

314A

I, Cherie Blackburn, Esquire, hereby certify, pursuant to Rule 210(g), SCACR, that this Record on Appeal (Volumes I, and II) contains all of the material and documentation proposed to be included by any of the parties and not any other material.

In addition, I further certify that this Record on Appeal (Volumes I, and II) complies with the South Carolina Supreme Court's Order dated August 13, 2007, addressing the redaction of personal data identifiers and other sensitive information.

Signed: 

Cherie Blackburn, Esquire

Charleston, South Carolina

December 16, 2010

**STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS**

Appeal from the Court of Common Pleas
For Charleston County
Honorable J.C. Nicholson, Jr., Circuit Judge
Civil Action No.: 2009-CP-10-6873

Justin O'Toole Lucey and Justin O'Toole Lucey, P.A.,

Appellants,

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Respondent.

And Lorcan Lucey, GMAC Mortgage
Corporation, Citimortgage, Inc., and John
Doe Finance,

Third-Party Defendants.

**RECORD ON APPEAL
(VOLUME 2 OF 2)**

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Attorneys for the Appellants

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JUSTIN O'TOOLE LUCBY and JUSTIN
O'TOOLE LUCBY, P.A.

Case No. 2009-CP-10-6873

Plaintiffs,

vs.

AMY MEYER,

Defendant and Third Party
Plaintiff,

vs.

LORCAN LUCBY, GMAC MORTGAGE
CORPORATION, CITI MORTGAGE, INC.,
AND JOHN DOE FINANCE

Third Party Defendants.

DOCUMENTS FILED UNDER SEAL IN
SUPPORT OF PLAINTIFFS' MOTION TO
COMPEL ARBITRATION

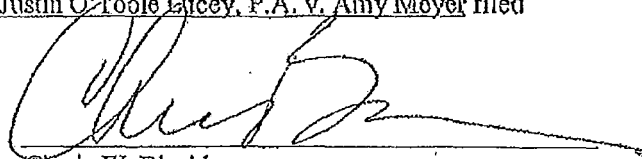
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2010 JAN 28 PM 4:24
JULIE HARRIS
CLERK OF COURT

Plaintiffs, Justin O'Toole Lucey ("Lucey") and Justin O'Toole Lucey, P.A. (the
"Plm") hereby file with the Court the attached documents *under seal* in support of their
Motion to Compel Arbitration as allowed by the Order of the Court dated January 25,
2010:

1. Amy Meyer's Prebill Worksheets in the Ocean Club case;
2. February 2, 2009, E-mails regarding travel expenses in the Ocean Club
case;
3. E-mail to homeowners in the Ocean Club case dated September 18, 2008;
4. Billing invoices from Jeffrey A. Schwartz, LLC, for the Ocean Club case;
5. Chart of insureds and insurance companies in the Ocean Club case;
6. Insurance summary in the Ocean Club case;

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7. Ocean Club Emergency Contact List;
8. Deposition transcript cover pages for depositions taken in Georgia in the Ocean Club case;
9. Deposition transcript cover pages for depositions taken in Florida in the Ocean Club case;
10. Deposition transcript cover pages for depositions taken in North Carolina in the Ocean Club case;
11. Deposition transcript cover pages for depositions taken in Minnesota in the Ocean Club case;
12. Cover pages from video-conference depositions taken in the Ocean Club case;
13. Information on the location of insurance companies involved in the Ocean Club case;
14. National Arbitration and Mediation ("NAM") Employment Rules and Procedures;
15. NAM Fees and Costs for Employment Disputes; and,
16. Demand for Arbitration in Justin O'Toole Lucey, P.A. v. Amy Moyer filed with NAM.



Charle W. Blackburn
NEXSEN PRUET, LLC
205 King Street, Suite 400 (29401)
P.O. Box 486
Charleston, SC 29402
843.577.9440
Attorneys for Plaintiffs
Justin O'Toole Lucey and Justin O'Toole Lucey, P.A.

January 29, 2010
Charleston, South Carolina

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10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 1

Selection Criteria

Clie.Selection	Include: O Club
Time.Selection	Include: AM

10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 2

Nickname O Club | 26

Full Name

Address

Phone 1

Phone 2

Phone 3

Phone 4

In Ref To

Fees Arrg. By billing value on each slip

Expense Arrg. By billing value on each slip

Tax Profile Exempt

Last bill

Last charge 7/13/2009

Last payment Amount \$0.00

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/25/2006 3429	AM activity Conference with JOL re: case; e-mails re: potential defects and parties involved; review Padgett report	195.00	0.40	78.00	Billable
7/26/2006 3431	AM activity Review contingency fee agreement	195.00	0.10	19.50	Billable
8/7/2006 3462	AM activity Phone call with Colley re: board meeting and documents for review	195.00	0.10	19.50	Billable
8/9/2006 3480	AM activity Phone call with Colley re: documents for review	195.00	1.40	273.00	Billable
8/10/2006 3484	AM activity Review documents; work on chronology and fact brief; e-mail to JOL re: same and meeting; review photos on CD; pull SOS information for McCrory; pull McCrory LLR	195.00	4.30	838.50	Billable
8/11/2006 3486	AM activity Phone call with JOL re: meeting; travel to and from meeting with board and Colley; phone call with Colley re: meeting and documents; organize documents for JOL review; pull SOS and LLR information on subs; pull product information for Kawneer and Sonneborn; continue to add to chronology	195.00	4.80	936.00	Billable
8/14/2006 3503	AM activity Review warranties and O and M manual; phone call with Janice at Adams Properties re: repairs; pull MAR Construction information from SOS and LLR websites	195.00	3.50	682.50	Billable
8/15/2006 3511	AM activity Review documents; add to chronology; make notes for follow-up questions; begin to draft unit by unit information for repair notebook;	195.00	8.70	1,696.50	Billable

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11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	documents re: McCrory LLC for amendment; travel to and from and attend motions hearing; conference with Manos re: MCA Kawneer shops and follow up with JOL re: same; pull additional documents for Hawkins deposition; discuss same with JOL; final prep for column testing; e-mails to and from counsel re: testing schedule; review proposed order re: motion; discuss same with JOL; work with NM and JC on ABS subpoena language; work on discovery response index and follow up; attend portion of Hawkins deposition				
9/20/2007 6761	AM activity Travel to and from and attend destructive testing on column; conference with JOL, Moore, and Mease re: results and status; review plans with Moore and Mease and mark for copying; review several e-mails among counsel re: scheduling; review final versions of plaintiff's supplemental discovery re: experts and subpoenas that have been sent out	195.00	10.70	2,086.50	Billable
9/21/2007 6918	AM activity Conference with JOL re: Charleston Glass discovery response re: video; phone call with Mease re: copies of notes and photos for deposition next week; conference with JE and JOL re: Kawneer deposition prep and plans; work with JE and Rupert to get boxes from OC to Lucas for review; get copies of column schedules made and sent to Moore; organize files at Lucas for privilege review; Kawneer deposition prep	195.00	4.70	916.50	Billable
9/22/2007 6762	AM activity Review Bundy file and pull privilege; create log of privileged documents; extract important concrete and structural documents from EIFS litigation production documents	195.00	9.00	1,755.00	Billable
9/23/2007 6763	AM activity Review Bundy file and pull privileged documents; create log of privileged documents; extract important concrete and structural documents from EIFS litigation production documents; e-mails with JOL re: Haselden, stop order, and Hugo reconstruction to code	195.00	4.00	780.00	Billable
9/24/2007 6905	AM activity E-mails to and from JOL re: Atlanta depositions; review file for additional exhibits; meeting with JOL and JE to review WPC plans and Kawneer shops; mark new exhibits and work with NM to get copies; prep for Atlanta trip with NM; phone calls with Mease re: field notes and photos; revise cover letter to Dawkins re: same; phone call with Moore re: document response to subpoena, travel to Atlanta; review Kawneer production file and discuss subsill design/anchoring, tests, shops, and depositions with JOL; prepare for Courtois deposition and mark additional exhibits	195.00	14.30	2,788.50	Billable

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11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/25/2007 6906	AM activity Final prep for Courtois, Holcombe, and Young depositions; take deposition of Courtois; attend depositions of Holcombe and Young; meeting with JOL and NM re: depositions and 30(b)(6) areas; conference with JOL and NM re: patent; research Hunter and McKenna online and discuss with JOL	195.00	13.50	2,632.50	Billable
9/26/2007 6907	AM activity Final prep for 30(b)(6) depositions; attend depositions of Hunter and McKenna; numerous conferences with JOL re: depositions; travel from Atlanta; prep for Concrete Restorations deposition; conference with JOL re: same; prep for V3 deposition	195.00	15.50	3,022.50	Billable
9/27/2007 6909	AM activity Final prep for and take Concrete Restorations and V3 depositions; e-mails with JOL re: admissions; conference with JOL re: depositions; review ICRI website and Sto materials for JOL for Campbell deposition	195.00	10.40	2,028.00	Billable
9/28/2007 6921	AM activity E-mails to and from JOL re: Campbell; pull documents and information; search database for submittal information and create file for JOL; review and organize information from Kawneer depositions, create list for followup; file organization of concrete information and exhibits; review shops for JOL re: stamps and versions; follow up on dates and work on fall 2007 deposition notice; conference with JOL re: Campbell, depositions, scheduling, and Mack re: scheduling order	195.00	5.10	994.50	Billable
9/30/2007 6923	AM activity E-mails to JOL re: Mack and scheduling order; e-mail instructions to NM re: discovery items; phone call with Carlson re: setting appointment for Sto deposition questions and Mease photos; review 2003-2005 OC board minutes for privilege and redact; draft list of items to discuss with Colley re: meeting minutes and deposition prep; update working file for new deposition information; work on to-do list	195.00	3.20	624.00	Billable
10/1/2007 6975	AM activity E-mails to and from JOL re: scheduling and depositions; phone call with Google re: Royster; e-mail from JE; work on Kawneer RTA with JE; phone call with Royster re: scheduling deposition; work on deposition dates for witnesses; conference with JOL re: NOD; prep for Sto/Schwartz deposition; review Mease photos, discuss same with Carlson and pull for exhibit; phone call with Carlson re: Schwartz deposition; conference with Mease re: Sto deposition, opinions, and report being drafted; draft 30(b)(6) areas of inquiry for AWV, Valcourt, and WP Hickman	195.00	8.60	1,677.00	Billable

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11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	on successor in interest questions				
11/12/2007 AM 7562	activity Travel to Sarasota; travel to Maglich's office to review Spectech documents; work with NM on edits to Kawneer discovery response; prepare for Strong and Duncan depositions	195.00	13.30	2,593.50	Billable
11/13/2007 AM 7564	activity Travel to Maglich's office and take depositions of Strong and Duncan; phone call with JC; phone call with Rash re: destroyed documents; phone call with JOL re: destroyed documents, depositions, and proceeding with inquiry on documents; final prep for Valcourt (30)(b)(6)	195.00	13.70	2,671.50	Billable
11/14/2007 AM 7565	activity Travel to Maglich's office and finish deposition of Duncan; work with NM on getting additional documents for exhibits; take Valcourt 30(b)(6) depositions; return travel to Charleston	195.00	12.80	2,496.00	Billable
11/16/2007 AM 7599	activity Draft new general objection language and revise response to Kawneer's supplemental request per JOL; draft letter to Rollins re: louver sample; review V3's response to Commercial Paint's discovery request; confirm future deposition prep with JE and Greenebaum; prepare for Royster deposition	195.00	4.40	858.00	Billable
11/18/2007 AM 7601	activity Finish Royster deposition preparation and exhibit review; prepare for travel to Columbia	195.00	2.50	487.50	Billable
11/19/2007 AM 7602	activity Travel to and from Columbia and take deposition of Royster; pick up louver from Rollins' office; phone call with Moore	195.00	13.30	2,593.50	Billable
11/20/2007 AM 7613	activity Work with NM on list; prepare for meeting with Patrick; meeting with Patrick for deposition prep; phone call with DaPore; conference with JOL re: Kawneer responses; revise same; work with NM to serve same; letter to Kawneer's counsel re: 30(b)(6) and e-mail to JOL; phone call with Rash; phone call with Colley re: deposition prep; e-mails with counsel and JOL re: Clarke deposition; phone call with Sisroy re: new information from Royster deposition	195.00	7.20	1,404.00	Billable
11/21/2007 AM 7655	activity Phone call with Mease re: report production; e-mail to JOL re: same;	195.00	4.80	936.00	Billable

10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	possible Charley deposition items; e-mails with JOL re: mediation and property manager depositions; phone cal with JAS re: prep and code issues; pull together and review documents for Bush prep; pull documents and review for Ingram prep; work on code analysis for deposition prep				
10/5/2008 AM 10760	activity Review e-mails re: Hecker; pull and review documents for Hecker deposition prep; memo to JAS, JOL, and JE; review Duncan and Valcourt depositions and work on supplemental RFPs to Valcourtq.	195.00	5.00	975.00	Billable
10/6/2008 AM 10800	activity Conference with Rollins re: Barnett; e-mails with JOL re: Colley NOD and Strand deposition; conference with JOL re: Strand deposition and status conference; attempted phone call to Stewart; phone call with JAS re: Phillips; follow-up e-mail to JAS and JE; finalize arrangements for Charlotte trip; phone call with JAS re: Hecker code prep; phone call with Stewart re: meeting on 10/7; prepare for and deposition prep with Ingram; conference with JOL re: Ingram issues; phone call with Rech re: deposition; conference with SPP re: code issue prep; review NOD; attempted phone call to M. Vest; conference with JE re: Sisroy meeting; phone call with Gorelick; follow-up e-mail with Gorelick and JE; phone call with Stewart	195.00	7.00	1,365.00	Billable
10/7/2008 AM 10938	activity Phone call with Rollins re: Hecker deposition and Colley NOD; phone call with Michel re: follow-up e-mail with JOL re: trial date, order, and status conference; review McCrory contract provisions for submittals and shop drawings; e-mail with JOL re: same; follow up with JE re: sealant testing labs; phone call with Byrum re: deposition and meeting; phone call with Stewart re: prep meeting; phone call with Colley re: Barnett and discuss same with JE; travel to Charlotte and meet with Stewart, Byrum, and Faraci re: Charley Co. estimate and deposition; review revised Colley NOD; review Cooke letter; e-mails to JOL re: same	195.00	11.00	2,145.00	Billable
10/8/2008 AM 10914	activity Travel to Charley Co.; conference with Stewart; attend depositions of Byrum and Stewart; conferences with Byrum and Stewart re: depositions; several e-mails with NM re: discovery; phone call with Moore re: Charley Co. and Statesville estimates; travel to Knoxville from Charlotte	195.00	18.40	3,588.00	Billable
10/9/2008 AM 10915	activity E-mails with NM re: HOA issues; prepare for, travel to, and meeting with Bush for deposition prep; travel to Kingsport, TN; phone call with NM and Dudney; review e-mails and motion to dismiss filed by MAR; review MAR's e-mail to Judge Young; e-mails with JOL re: same; conference	195.00	9.40	1,833.00	Billable

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11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	with SPP re: Dudney issues and prep; phone call with SPP re: Joyce; review Dudney and Harville files for deposition				
10/10/2008 AM 10916	activity Meeting with Dudney prior to deposition; defend Dudney deposition; phone calls with JE re: additional Dudney and Harville production of calendars; meeting with Harville prior to deposition; defend Harville deposition; travel from Kingsport, TN	195.00	11.20	2,184.00	Billable
10/13/2008 AM 10917	activity Phone call with NM re: Parker deposition prep items; phone call with JE re: Gorelick; work with NM on Woodside conflict check follow-up; review several e-mails re: discovery and supplemental responses; conference with SPP re: Pine and Smoak; phone call with JOL re: McGee and Statesville; phone call with Moore; draft e-mail and send to Colley re: Building 4 garage ceiling; e-mails with JOL re: Parker prep; pull information for Parker prep; review Williams photos for bad trim units; e-mail to JOL re: same	195.00	3.80	741.00	Billable
10/14/2008 AM 11335	activity E-mails with JOL re: Parker; gather additional prep information; e-mails with JOL re: photos of leaky slider; review shop drawings for stamps; e-mail to JOL re: same; conference with JE re: HOA calendar items; conference with JOL re: Bush and code issues; work with NM on updating Bush memo; pull documents for code discussion with JOL; conference with NM and JOL re: Nichols' request for AP documents; review plans and shops for three-inches-from-corner detail; conference with JOL re: same; work with NM on supplementing for additional updated assignments; e-mails with JOL re: Williams extraction; e-mails with JOL re: roof shops and Schneider for Parker prep; deposition prep with Colley; deposition prep with Gorelick; review Padgett photos for JOL; e-mail to JOL re: Padgett window extractions	195.00	11.00	2,145.00	Billable
10/15/2008 AM 10986	activity Conference with JOL re: mediation location; e-mail to Durgee re: same; draft letter to Williams and Adams re: Campbell invoice; e-mails with Bush re: continued deposition prep; phone call with Judge Young's clerk re: motions; conference with JOL re: same; follow-up e-mails re: same; e-mails with Mitchell re: Kawneer settlement check; prepare for and substantive prep conference with Rech; travel to and from and meeting with Colley and Dunham re: deposition prep for loss of use and damages; phone call with JOL re: Parker and extruded sill pans; travel to and from substantive prep session with Ingram; phone call with Moore re: shipping pieces in casement windows; conference with SPP re: Pine; e-mail to JOL, SPP, and JAS re: assessments and reimbursements	195.00	11.50	2,242.50	Billable

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11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/22/2009 AM 12112	Review Work on motion to strike experts; pull additional cases and revise; review Parter transcripts for scope of repair and plans discussions; create new exhibit from Parker deposition; e-mails with JOL re: Parker; review design team cost estimate dates and revise memo; phone call with Nichols re: Statesville deponents and location; Instructions to BT re: HOA deposition transcripts; conference with JOL and NM re: LLR and cease and desist order; draft supplemental memo in response to MAR; several e-mails with JOL re: memos; revise memo in support of strike for Howard cease and desist; conference with JE re: other experts and licensing; conference with JOL re: CTL; review information from JE re: LLR and CTL licensing issues; e-mails with JOL re: HOA depositions and Bergeson	195.00	9.00	1,755.00	Billable
1/23/2009 AM 12114	activity Review file and prepare for Statesville phone conference; phone call with Watts and Snyder to prepare for deposition and to review estimate	195.00	2.50	487.50	Billable
1/24/2009 AM 12116	activity Review JOL e-mails re: memo in support of motion to strike; revise memo; research cases	195.00	2.20	429.00	Billable
1/25/2009 AM 12118	activity Organization and file maintenance with NM; work with NM on inventory; review new version of letter to Judge Newman; e-mails with JOL and NM re: same; several e-mails with JOL re: scheduling and memo to strike; revise memo in support of strike	195.00	3.70	721.50	Billable
1/26/2009 AM 12120	activity Research Norton cases re: scheduling orders; phone calls with JOL re: memo and response to design team; travel to and from Adams Properties; conference with Colley; review Statesville file and e-mails re: confidentiality; review Spectech assignments; instructions to BT and NM re: Spectech assignments; review Mack letter; conference with JE re: same; draft additional insert for memo in support of strike; work with NM on memo exhibits; travel to Statesville for depositions	195.00	7.50	1,462.50	Billable
1/27/2009 AM 12122	activity Final conference with Snyder and Watts re: deposition; attend Watts deposition; e-mails with JOL re: hearing and trial date	195.00	9.00	1,755.00	Billable

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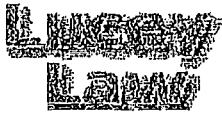
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Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

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O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/28/2009 AM 12123	activity Attend deposition of Snyder; conference with Watts, Snyder, and Pope re: depositions; travel from Statesville to Charleston	195.00	10.00	1,950.00	Billable
1/29/2009 AM 12149	activity E-mails with JOL re: scheduling order review Supreme Court website for case management order; review memo to Judge Newman; conference with JOL re: same; review homeowner deposition schedules; e-mails with JOL and JE re: same; conference with JOL re: new case management order; review documents for 1999 reoccupancy; review 1999 shop drawings submittals; e-mail to JOL re: same; research expert qualifications and admission; e-mail to JOL re: same; conference with JOL re: defendants' experts and memo to Judge Newman; review JE's list of defendants' experts and licensing status; update defendants' expert list for licensing information; work on supplemental memo to Judge Newman; conference with JE re: Statesville depositions	195.00	6.80	1,326.00	Billable
2/2/2009 AM 12287	activity E-mails with JOL re: expenses; review expenses; draft paragraph for JOL to Dolan re: expenses; pull Carlson invoice and retainer agreement; review JOL e-mails to and from board re: negotiations; phone call with Rollins re: homeowner depositions; conference with JOL re: homeowner depositions; e-mail to Rollins re: same; conference with JE re: Lane slope issue; conference with JE re: deposition coverage; review final version of memo to Judge Newman re: case management; review defendants' letters to Judge Newman; e-mails with JOL re: same; review witness designations and work on rebuttal	195.00	3.70	721.50	Billable
2/3/2009 AM 12290	activity Conference with JE re: homeowner witnesses; conferences with JE during homeowner depositions re: objections and testimony; attend homeowner depositions; work on rebuttal re: case management order; e-mails with JOL re: homeowner depositions; research lay testimony re: property values; conferences with JOL re: rebuttal briefing and case law; draft new section for reply memo; e-mails with JOL re: same	195.00	9.60	1,872.00	Billable
2/4/2009 AM 12317	activity Conference with JOL re: reply memo; work on reply memo re: scheduling order; work with NM on gathering information for inclusion in memo; review Williams letter re: supplemental production; review subpoena to Sinsroy; instructions to NM re: same; review Judge Toal's comments at luncheon; conference with JOL re: memo; conference with NM re: LLR documents; edit and revise reply memo; pull additional information for JOL for reply memo; conference with JOL re: brief	195.00	8.00	1,560.00	Billable



Justin Lucey <jlucey@lucey-law.com>

oc travel

Justin Lucey <jlucey@lucey-law.com>

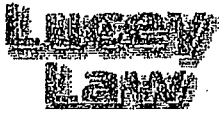
Mon, Feb 2, 2009 at 12:22 PM

To: Amy Meyer <ameyer@lucey-law.com>, Nina Moats <nina@lucey-law.com>

kevin dolan has questioned our travel expenses.

Pls ghost me a para describing our travel generally, including bonsal deposition(s) in charlotte; one or two sets of Atlanta trips for Kawneer prep; multiple columbia depositions; trips to tenn, greenville, and nc for homeonwer depos; trips by jeff to Virginia, New Jersey, and__ for homeowner depositions; your statesville roofing trips; your other roofer trips; your trips to florida to depose spectech, etc; my trip to Baltimore to prepare Emmons.

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Justin Lucey <jlucey@lucey-law.com>

To Dolan

Amy Meyer <ameyer@lucey-law.com>
To: Justin Lucey <jlucey@lucey-law.com>

Mon, Feb 2, 2009 at 2:10 PM

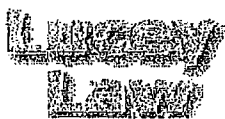
Kevin,

To follow up on your questions regarding travel expenses, the below is a general summary of some of the travel that my office has done during this case to date.

During 2007, my office incurred travel expenses to Charlotte, NC for the Bonsal corporate deposition; to Columbia for three McCrory depositions (Tharp, Royster, Marshall Clark Architect) depositions; to Atlanta for several Kawneer depositions; and to Sarasota, FL to take the depositions of Valcourt and Spectech employees. During 2008, my office incurred travel expenses to travel to Columbia for roofer and McCrory depositions. Additionally, as you are aware, the Court ordered the owner depositions be taken in Fall 2008; my office incurred travel expenses to meet with homeowners and attend their depositions in Columbia, Greenville, Asheville, Atlanta, New Jersey, Washington, D.C., Knoxville, and Kingsport. We also had travel to Charlotte for roofer depositions. Finally, in Fall 2008, I incurred travel expenses to meet with our national concrete expert, Peter Emmons, in Baltimore.

We have also had various document inspections in Columbia and Charlotte that have necessitated travel.

Justin



Justin Lucey <jlucey@lucey-law.com>

Attorney-Client Privileged Communication Regarding Your Deposition Schedule

Renee Castro <rcaastro@lucey-law.com>

Thu, Sep 18, 2008 at 10:48 AM

To: Albert & Agnes Schneider <alag@adelphia.net>, Alex Stralienko <stralienko@aol.com>, Alvin & Susan Godbee <sgodbee1@charter.net>, Andrew Gibb <gibb@vt.edu>, Anne Kilgore <akilgore@eastman.com>, Bailey Swertfeger <Baileys@adi-nc.com>, Barbara Scharling <scharlingb@bellsouth.net>, Barbara Thomas <bthomas@rtt-law.com>, "Barbara Vincelli (CR Bard)" <barbara.vincelli@crbard.com>, Bill & Anita Kittridge <bill@kittredgeandassociates.com>, Bill & Claudine Alexander <ssullivan830@aol.com>, Bill & Gwen Webb <ggwebb@carolina.rr.com>, Bill & Pat Garren <compatabill@mindspring.com>, Bill Dudley <bill.dudney@citizensbank24.com>, Billy Adams <anbilad@webtv.net>, bjarrard@islecab.com, Blair & Page Rice <pagerice1965@aol.com>, Bob & Audie Bayer <bobrows@aol.com>, Bob and Liz Owen <lizowen@nctv.com>, Brian & Lisa Hall <5halls@bellsouth.net>, Brian Rochester <bkrchester@rochester-assoc.com>, Brock Bauknight <brock.bauknight@bldr.com>, Buddy Derrick <wildune@adelphia.net>, Buddy Derrick <wildune@comcast.net>, Butch & Diane Kirven <Bkirv@aol.com>, Carl Harper <candharper@hotmail.com>, Carol Francisco <hlfiran@chartertn.net>, Carol Fulmer <crfulmer@hotmail.com>, Carol Armador <caroleamador@aol.com>, Carolyn Rogerson <carolynrogerson@hotmail.com>, Carroll Rushing <carroll.rushing@sibf.org>, Catherine B Harte <hartelaw@aol.com>, Charles & Marim Butler <cpbutler@kpmg.com>, Charles Guest <cguest@chartertn.net>, Charles Hodges <chodges@newforum.net>, Charles Howard <cehoward@hhfr.com>, Charles Lord <charles_lord@hotmail.com>, charleyfunke@bellsouth.net, Charlotte & Tom Rech <rech@hargray.com>, Charmenz Guagenti <tenonthebeach@roadrunner.com>, Clarence Bauknight <teresar@charter.net>, Dale Haase <dalehaase@mac.com>, Dan & Kat Joyner <cdanjoyner@compuserve.com>, Dan & Marieta Murphy <mkmurph13@bellsouth.net>, David & Emily Rivers <drivers@goprolink.com>, David and Sue Gill <rhgill@comporium.net>, David Longo <davidl@cbi-nc.com>, Dennis Samuelson <dennis@ccpsc.net>, Don Bernstein <dbernst364@aol.com>, Don Findley <dandefindley@gmail.com>, Donald Ingram <dondalningram@bellsouth.net>, Donna P Bergeson <dbergeson@alston.com>, Donna Pine <donna@bellsouth.net>, Earl & Barbara Lovelace <eblovelace@charter.net>, Earl & Dana Blasi <Earl.Blasl@integryslc.com>, Earl Dudley <earldudney@yahoo.com>, Ed Brent <EJB19033@aol.com>, Eddie Goodnight <silkykpop@juno.com>, EG & Lynn Meybohm <emeybohm@meybohm.com>, Fran Weiner <franweiner@msn.com>, Frank & Elsie Barnes <balakab@aol.com>, Frank & Jennifer Little <frankljr@frontiernet.net>, Frank & Mary Jane Reid <FAR4@netzero.com>, Fred & Connie Bachert <fcbachert@charter.net>, Gail GLover <gailg@glovercap.com>, Gardner & Barbara Patrick <gpatk@bellsouth.net>, Gary McHugh <garymch1@yahoo.com>, Graeme Keith <g_mac@thekeithcorp.com>, Harold Mims <mimsamusementco@bellsouth.net>, Harry & Holly Bryant <hb@besc.com>, Hendricks Properties <hendricksproperties@charterinternet.com>, Henry Scharling II <hescharling@bellsouth.net>, Howard Nankin <nloose@aol.com>, Hugo Van Den Bergh <vdbhugo@telened.be>, Integrys <Sherri.Stewart@integryslc.com>, Ira Zolin <irazolin@gmail.com>, "J. Toliver Davis" <jtdjd@rfci.net>, James & Barbara O'Dare <bodare@aol.com>, James & Jean Mitchell <jeaniekmitchell@hotmail.com>, James & Judith Walden <jimwalden@bellsouth.net>, James & Mary Clifford <mjcliff@worldnet.att.net>, James Bush <jimbush@johnsongalyon.com>, James Olson <james_olson@bellsouth.net>, James S Ryan <jryan@firstohioplanning.com>, James Sneed <jimsneed@aol.com>, Jamie Jones <JamieJones1@comcast.net>, Jane Brent <jazz127@aol.com>, Janey Zukerman <janey_zukerman@yahoo.com>, Janyce Dudley <jrdudney@yahoo.com>, Jerry Hawver <jhawver@carolina.rr.com>, Jim and Anne Elliott <Anne25E@aol.com>, Jim Lane <jlane64@bellsouth.net>, Jim O'Dare <jodare@bellsouth.net>, Jim Tarulli <jtar199547@aol.com>, Jim Wells <jwells15@comcast.net>, JJ Ketner <jjketner@hotmail.com>, JLV1967@aol.com, Joe Swann <joeswanna@bellsouth.net>, John & Becky Beam <jbbeam@bellsouth.net>, John & Martha Johns <john.johns@furan.edu>, John Anderson <ktajha@bellsouth.net>, John Bearden <jbearden@cmt-tools.com>, John Clarke <SeaDoc@aol.com>, John Finnerty <jjcafinnerty@aol.com>, "John G. Phillips" <JGP2@comporium.net>, John Harmon <jhilkin@aol.com>, John Haynes <jwhay1@bellsouth.net>, John Hill <cotnfd@comporium.net>, Julia Eakes <jeakes@dhrinternational.com>, Ken & Helen Porter <HPDundee@aol.com>, Ken Brown <kb@carpetsofdalton.com>, Kevin Dolan <kedolan@deloitte.com>, Lamar Hennon <khill@americanhomeshowplace.com>, Larry Estep <estep48@gmail.com>, Larry Weiner

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<larrysweiner@msn.com>, Lawrence Matteson <matteson@simon.rochester.edu>, "Lea B. Fulk" <lbfulk@charter.net>, Lenahan de Rouin <dunesduo@aol.com>, Leonard & Rose Herring <leonardherring@embarqmail.com>, Leonard Byrne <lenbyrne@yahoo.com>, Lesa Edwards <edwardsBSLS@aol.com>, Libby Sneed <libby.sneed@fluor.com>, Linda Rohrman <lrohrman@aol.com>, Lynn Leatherman <lynnie1725@yahoo.com>, Marc & Mattye Silverman <marc@mdavidproperties.com>, Marilyn Patton <mbp11@charter.net>, Marion Glover <glover@glovercap.com>, Marleta Murphy <mkmurph13@charter.net>, Matt Stimac <matiseco@hotmail.com>, MGlover@glovercap.com, Mike Holcomb <mholcomb4@carolina.rr.com>, Mike Ketner <miketner@gmail.com>, Narayan Shenoy <nshenoy@alltel.net>, Nick Cakmes <cakmes@comcast.net>, Parks Wilson <lynmanderson3@hotmail.com>, Pat & Ann Grayson <phgrayson1@charter.net>, "Patricia K. Gorelick" <pkgorelick@aol.com>, Patrick & Elizabeth Joyce <pbjjoyce@bellsouth.net>, Paul Gorski <ptg109@bellsouth.net>, Philip & Frances Levin <zstorkdoc@aol.com>, Ralph Hendricks <rhprop@charter.net>, Randy Smoak <randysmoak@earthlink.net>, Richard Cooper <rsc1a@aol.com>, Rick Apel <Rick@specializedmedia.net>, Rod & Jeannie Stallard <rfs@crvva.com>, Roderick & Kathleen Baty <rockb@nnbr.com>, Roland & Susan Borglund <reb_tek@bellsouth.net>, Rosemary Hawver <rhawver@carolina.rr.com>, Samuel Elkins <selkins@ksbellc.com>, Sandra Madison <smadendo1@aol.com>, Scott & Pam Christopher <scott@christophertrucks.com>, Scott Welton <swelton@finsvcs.com>, Sheila Lord <sheila_lord@hotmail.com>, Sigmon Huitt <huitt@comporium.net>, Sonny & Lynn Hall <craftylynn@bellsouth.net>, Stanley Cybulla <spfl3iop@c.s.com>, Stephen & Carol Cobb <carolcobb@hotmail.com>, Susan Young <tomyoungjr@charter.net>, Ted Kennedy <tmkjr@bellsouth.net>, Terra Fuller <terra@carolina.rr.com>, Terry Fulmer <tmfulmer@baldor.com>, Thomas Roe <tomroe@aol.com>, Tim & Louisa Wilson <Luisa.Lorenzo@inmc.hma-corp.com>, Timothy Schmidt <tschmidtmcag@yahoo.com>, Tom & Elizabeth Frye <trfrye@aol.com>, Tom Zix <zix@charter.net>, "W. M. Gentry" <barbara@gentryspoultry.com>, Wayne Weaver <rwayweaver@aol.com>, William & Linda Stern <bill@sternproperties.biz>, William Brown <brownw10@bellsouth.net>, William Gorelick <wgorelick@gorelickandsons.com>, William Kilcoyne <william_kilcoyne@milacron.com>, William Pickens <PCKWilliamB@aol.com>
Cc: Amy Meyer <ameyer@lucey-law.com>, Josh Evans <jevans@lucey-law.com>, Sallie Phelan <sphelan@lucey-law.com>, Justin Lucey <jlucey@lucey-law.com>, Nina <nina@lucey-law.com>

Dear Homeowners:

The Court has ordered that all homeowners who have not given their depositions prior to the weeks of October 20 and 27, 2009 must give a deposition during those weeks. As of Wednesday, September 17, 2008, depositions for 40 units have been given.

We are now attempting to schedule depositions for the weeks of October 20 and 27, and our office has created a schedule that allows us to set depositions for specific days for locations in 1) Kingsport, Tennessee; 2) Greenville, South Carolina; 3) Charlotte, North Carolina; and 4) Mount Pleasant, South Carolina. It is important to our case that we get these depositions completed.

In this regard, I am asking you to please do everything that you can when you are contacted by my office to schedule your deposition in one of these locations on the designated date for you. This task can only be accomplished through your cooperation. We have a tentative schedule set for owners in these areas, and many of you have probably already received calls and messages from my firm about these dates. Please endeavor to schedule your deposition as requested. The depositions generally have lasted only about 1 1/2 hours, and we will work with you before your deposition to prepare you for it. This is one facet of the case that we must have owner participation and cooperation and thank all of you in advance for helping us complete this task.

Please note that if we fail to present you for deposition in the time allotted, the Court may order us to present you in Charleston as opposed to us being able to accommodate your actual location. Please help us avoid this result.

The settlement total is nearly \$5.5 million. The most culpable parties are still in the case, and these are the defendants who are pushing for your depositions. While we had hoped they would tire of their efforts, they appear to be steadfast in their resolve to depose the owners.

Thank you in advance for your participation.

Justin Lucey

Renee Castro

Paralegal

Law Offices of Justin O'Toole Lucey

415 Mill Street

Mount Pleasant, South Carolina 29465

(843) 849-8400

(843) 849-8406 (Facsimile)

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Jeffrey A. Schwartz, LLC, P.A.
125 Ocean St.

Invoice submitted to:
Justin O'Toole Lucey, PA
P.O. Box 806
415 Mill St.
Mt. Pleasant SC 29465



per JAS
do not pay
til Nov.
w/ second bill

October 16, 2008

Invoice #10013

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/25/2008 Conference callw/ Mr. and Mrs. Pine; telephone conferencew/ Dr. Owens; review documents from Mr. and MrsFunke and make initial outline for questions in preparing for initial telephone conference; telephone conference w/ Mr. and Mrs. Funke re: initial interview Ocean Club v. McCrory Construction Co., Inc.	5.10 45.00/hr	229.58
9/26/2008 Review the documents of Mr. Cox in preparation for his initial interview; initial intervieww/ Mr. Cox re: use of Unit at Ocean Club; Ocean Club v. McCrory Construction Co., Inc.	2.24 45.00/hr	100.60
9/29/2008 Review file memo for Mrs. Edwards in preparation for her deposition on Thursday, Oct. 2, 2008; read through the file memo for Mr. Cox Ocean Club v. McCrory Construction Co., Inc.	0.48 45.00/hr	21.70
9/30/2008 Review WIP File for Mrs. Edwards in preparation for her deposition on Thurs., October 2, 2008; review documents provided by Dr. Olson in preparation for his deposition; review documents from Mr. Bearden Ocean Club v. McCrory Construction Co., Inc.	0.48 45.00/hr	21.61
10/2/2008 Travel from Portland, ME to Raleigh, NC on Thursday, October 2, 2008 for depositions Ocean Club v. McCrory Construction Co., Inc.	5.33 45.00/hr	NO CHARGE
Compile documents that have been Bates stamped and are being produced for the depositions of Ms. Edwards and Mr. Olson on Thursday, October 2, 2008 and Friday, October 3, 2008; review File Memo for Ms. Edwards' substantive deposition preparation session; review documents being produced at Ms. Edwards' deposition; review documents for Mr. Olson deposition; review documents and file memos from DSmoak in preparation for substantive deposition preparation session and create working file memo for additional issues to explore and work on; meetw/ Ms. Edwards before	9.72 45.00/hr	437.48

	<u>Hrs/Rate</u>	<u>Amount</u>
deposition; deposition of Ms. Edwards; travel from Raleigh, NC to Greensboro, NC; read through substantive deposition re notes for Mr. Olson for deposition on Friday, October 3, 2008 Ocean Club v. McCrory Construction Co., Inc.		
10/3/2008 Draft outline of items to discuss w/ Mr. Olson before meeting today and deposition; work on logistics for telephone conference deposition and secure polycom conference phone; review docs in preparation for Mr. Rochester's initial interview today; meeting w/ Mr. Olson re: final re; deposition of Mr. Olson and debriefing w/ Mr. Olson; travel from hotel to airport; conference call w/ Att'y Evans and Phelan re: deposition issues and scheduling matters; review Mr. Rochester memo from initial interview and make needed edits; review docs for deposition of Ms. Harte Ocean Club v. McCrory Construction Co., Inc.	8.68 45.00/hr	390.39
Travel from Greensboro, NC to Portland, ME on Friday, October 3, 2008 Ocean Club v. McCrory Construction Co., Inc.	6.17 45.00/hr	NO CHARGE
10/4/2008 Conference call to General Hecker re: deposition for next week and left message; prepare for stylistic telephone conference w/ HOs this morning; Ocean Club v. McCrory Construction Co., Inc.	0.12 45.00/hr	5.30
Conference call to General Hecker re: upcoming deposition and left message; prepare for stylistic conference call w/ HOs; telephone conference w/ Att'y Meyer re: HOs and upcoming schedule Ocean Club v. McCrory Construction Co., Inc.	1.89 45.00/hr	84.91
10/5/2008 Preparation and modification of travel plans for week of October 6, 2008 via U.S. Air and Avis car rental Ocean Club v. McCrory Construction Co., Inc.	0.68 45.00/hr	30.75
10/4/2008 Conference call w/ HO, General Hecker, re: upcoming deposition; calls to General Hecker re: next week's deposition Ocean Club v. McCrory Construction Co., Inc.	0.85 45.00/hr	38.25
10/6/2008 Conference call w/ Att'y Evans re: scheduling matters; telephone call re: initial interview, w/ Mrs. Judy Phillips; prepare outline for preparation session w/ General Hecker; preparation session w/ General Hecker; edit notes from meeting w/ General Hecker; conference call w/ Att'y Evans re: schedule and information from General Hecker Ocean Club v. McCrory Construction Co., Inc.	4.77 45.00/hr	214.84
10/7/2008 Travel from Portland, ME to Washington, D.C. for deposition of General Hecker on Tuesday, October 7, 2008; meet w/ General Hecker before deposition, deposition of General Hecker; debrief w/ General Hecker re: deposition and case status; travel from Washington, D.C.; telephone call w/ Att'y Evans; initial interview w/ Att'y Evans and Dr. Levin Ocean Club v. McCrory Construction Co., Inc.	17.59 45.00/hr	791.36
10/8/2008 Review initial interview file memos of homeowners that will be deposed during the month of October 2008 for purposes of ascertaining additional follow up questions based on prior depositions in the case; make reservations for flying	2.59 45.00/hr	116.66

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	<u>Hrs/Rate</u>	<u>Amount</u>
to Charleston, S.C. for depositions at the end of October 2008; read through the dep. tr. of Mr. James O'Dare for purposes of identifying Ocean Club "Board" member issues for preparing the substantive deposition preparation session w/ Dr. Smoak Ocean Club v. McCrory Construction Co., Inc.		
10/10/2008 Read through File Memo of Ms. Fuller re: ownership of unit at Ocean Club and makes notes for follow up questions; telephone conference w/ Mrs. Tarulli re: ocean club unit; initial phone call w/ Mrs. Barnes of Unit No. 1210 re: usage of Unit, etc.; draft file memo of telephone call w/ Mrs. Barnes and send to Att'y Evans; read through the file memo for Ms. Cybulla re: Unit ownership Ocean Club v. McCrory Construction Co., Inc.	1.82 45.00/hr	82.01
10/13/2008 Draft notes and outline for substantive deposition preparation session w/ Dr. Smoak; substantive deposition preparation session w/ Dr. Smoak and Att'y Phelan; review file memo of Mr. Schneider's initial interview in preparation for his substantive deposition preparation session on Tuesday, October 14, 2008; review Mr. Schneider documents in preparation for substantive deposition preparation session; read file memo for initial interview of Mr. Kertner; deposition preparation w/ Att'y Phelan and Mr. Pine; telephone conference w/ Mrs. and Mr. Murphy re: Unit ownership Ocean Club v. McCrory Construction Co., Inc.	6.03 45.00/hr	271.50
10/14/2008 Review Mr. Schneider initial interview file memo in preparation for Mr. Schneider's substantive deposition preparation session today; review Mr. Rochester's initial file memo in preparation for continued initial interview today; substantive deposition preparation for Mr. Schneider; follow up initial interview w/ Mr. Rochester Ocean Club v. McCrory Construction Co., Inc.	3.81 45.00/hr	171.38
10/15/2008 Review file memo for Mr. Kertner in preparation for substantive deposition preparation session on Thursday, October 16, 2008; make notes and outline for issues to work on w/ Mr. Kertner in substantive deposition preparation session; stylistic deposition preparation session w/ HOs from Ocean Club; initial interview w/ Mr. Fuller re: ownership of Unit at Ocean Club Ocean Club v. McCrory Construction Co., Inc.	4.08 45.00/hr	183.60
For professional services rendered	82.43	\$3,191.92
Additional Charges :		
10/2/2008 Meal (lunch) in Greensboro, NC on Thursday, October 2, 2008 (\$10.29 at JOL American Ex.)		NO CHARGE
10/4/2008 Car rental from Avis for Thursday, October 2, 2008 through Friday, October 3, 2008 for depositions in Raleigh, NC and Greensboro, NC		219.03
Hotel room at Embassy Suites for deposition in Greensboro, NC on Friday, October 3, 2008 (\$341.50 on JOL American Express)		NO CHARGE

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Justin O'Toole Lucey, PA

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	<u>Amount</u>
10/4/2008 Ticket change for travel from Greensboro, NC to Portland, ME on Friday, October 3, 2008. (\$50.00 on JOL American Express)	NO CHARGE
Parking for Thursday, October 2, 2008 through Friday, October 3, 2008	NO CHARGE
10/6/2008 Verizon "Air-Card" charges for initial fees associated w/ start up of service	94.25
10/7/2008 Checked luggage fee for tri from Portland, ME to Washington, D.C. on Tuesday, October 7, 2008 (\$15.00 on JOL American Express)	NO CHARGE
Meal (dinner) in Washington, D.C. on Tuesday, October 7, 2008 (\$12.96 on JOL American Express)	NO CHARGE
Avis car rental for deposition of General Hecker on Tuesday, October 7, 2008	68.24
Parking for depositions in Washington, D.C. on Tuesday, October 7, 2008	NO CHARGE
Total additional charges	<u>\$381.52</u>
Total amount of this bill	<u>\$3,573.44</u>
Previous balance	\$3,500.87
Accounts receivable transactions	
10/6/2008 Payment - Thank You	<u>(\$3,500.87)</u>
Total payments and adjustments	<u>(\$3,500.87)</u>
Balance due	<u>\$3,573.44</u>

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Jeffrey A. Schwartz, LLC, P.A.
PMB 201
50 Market Street
South Portland, ME 0410

Invoice submitted to:
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415 Mill St.
Mt. Pleasant SC 29465

OCT 31 2008

October 31, 2008

Invoice #10014

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
10/16/2008 Compile notes and documents for Mr. Ketner's substantive deposition preparation session; begin the substantive deposition preparation session/ Mr. Ketner; telephone conference call/ Att'y Evans re: Mr. Ketner and scheduling matters; review file memo and new WIP File for Mr. Tarulli in preparation for his substantive deposition preparation session; telephone conference/ Mrs. and Mr. Murphy re: Unit ownership and documents; read through file memo for Ms. Fuller re: Unit ownership; review WIP File for Mrs. and Mr. Murphy; telephone conference call/ Mrs. Levin and Att'y Evans Ocean Club v. McCrory Construction Co., Inc.	6.29 45.00/hr	282.98
10/20/2008 Conference with Mr. Ketner re: final discussion re: deposition; deposition of Mr. Ketner; read through file memos for Ms. Fuller in preparation for defending her deposition on Tuesday, October 21, 2008; read through Mr. Zix's initial interview in preparation for substantive deposition preparation session on Tuesday, October 21, 2008; review WIP File for Mr. Zix in preparation for his substantive deposition preparation session on Tuesday, October 21, 2008; review Dr. Smoak's file memos in preparation for his continued substantive deposition preparation session on Tuesday, October 21, 2008; review schedule and send Att'y Evans e-mail correspondence re: preparation sessions that are needed to be scheduled Ocean Club v. McCrory Construction Co., Inc.	5.73 45.00/hr	257.89
10/21/2008 Organize and prepare for all substantive deposition preparation sessions and depositions for Tuesday, October 21, 2008; substantive deposition preparation for Mr. Zix; deposition of Ms. Fuller; substantive deposition preparation of Dr. Smoak; review e-mail correspondence from Att'y Lucey re: additional assignments; review file memos from substantive deposition preparation sessions from Mr. Zix and Dr. Smoak; send Att'y Meyer list of final items that need to be addressed to Mr. Zix in final substantive deposition preparation	10.62 45.00/hr	477.85

	<u>Hrs/Rate</u>	<u>Amount</u>
session on Wednesday, October 22, 2008 Ocean Club v. McCrory Construction Co., Inc.		
10/20/2008 Travel from Portland, ME to Charleston, SC on Monday, October 20, 2008 Ocean Club v. McCrory Construction Co., Inc.	7.13 45.00/hr	NO CHARGE
10/22/2008 Preparation for Dr. Smoak's deposition; final preparation for deposition w/ Dr. Smoak; deposition of Dr. Smoak; debrief deposition testimony w/ Dr. Smoak; meet Ms. Judy Phillips for preparation for deposition preparation; deposition of Mr. Zix; meeting w/ Att'y Evans and Att'y Meyer re: upcoming depositions; compile and organize documents for depositions on Thursday, October 23, 2008 in Greenville, SC; travel from Mt. Pleasant, SC to Greenville, SC; review e-mail correspondence re: Ocean Club case status and scheduling; review all file memos and documents in preparation for depositions of Mr. Sharling, Mr. Cox, and Mrs. Purnell on Thursday, October 23, 2008 Ocean Club v. McCrory Construction Co., Inc.	13.07 45.00/hr	588.36
10/23/2008 File review and final preparation for Mr. Sharling's deposition; meet w/ Mr. Sharling; deposition of Mr. Sharling; final preparation and deposition of Mr. Cox; final meeting and preparation for deposition, and deposition of, Mrs. Purnell; review documents of Mrs. Murphy in preparation for her substantive deposition preparation session; substantive deposition preparation session for Mrs. Murphy; complete review of Mrs. Murphy documents being produced and draft file memo for session w/ Mrs. Murphy; read through file memo of Mrs. Cybulla's substantive deposition preparation session in preparation for deposition on Friday, October 24, 2008 Ocean Club v. McCrory Construction Co., Inc.	14.39 45.00/hr	647.35
10/24/2008 Organize and prepare for final meeting w/ Mrs. Murphy in preparation for deposition; deposition of Mrs. Murphy; deposition of Mr. Cybulla; travel from Greenville, SC to Charlotte, NC Ocean Club v. McCrory Construction Co., Inc.	10.01 45.00/hr	450.31
10/25/2008 File review of documents and notes for Mr. Brian Hall in preparation for Mr. Brian Hall's substantive deposition preparation session; review Mr. Apfel file memo and documents in preparation for his substantive deposition preparation session; conference call w/ homeowners re: Code issues; substantive deposition preparation session w/ Mr. Brian Hall; substantive deposition preparation session w/ Mr. Rick Apfel Ocean Club v. McCrory Construction Co., Inc.	10.20 45.00/hr	458.93
10/26/2008 Review Ocean Club homeowner file memos from depositions and review homeowner dep. tr. for relevant testimony re: loss of use; review documents of Mr. Hodges that have been produced for his deposition on Monday, October 27, 2008, in preparation for his substantive deposition preparation session; telephone conference call w/ Att'y Evans re: file memos; telephone conference call w/ Att'y Lucey re: Mr. Hodges; final preparation for substantive deposition preparation session w/ Mr. Hodges; substantive deposition preparation session w/ Mr. Hodges and draft file memo from session; send file memo out to Att'ys Lucey, Evans, and Meyer to review Ocean Club v. McCrory Construction Co., Inc.	9.22 45.00/hr	414.85

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	<u>Hrs/Rate</u>	<u>Amount</u>
10/27/2008 Organize and draft final outline for last minute preparation w/ Mr. Apfel before deposition; deposition of Mr. Apfel; deposition of Mr. Brian Hall; review file memo for Mr. Harmon in preparation for final preparation before deposition; meeting w/ Mr. Harmon for final preparation session; debrief w/ Mr. Harmon; review documents in preparation for Mrs. Phillips; telephone conference call w/ Mrs. Phillips; telephone conference w/ Atty Meyer re: Mrs. Phillips testimony; update file memo fodep; tr. testimony for homeowners re: loss of use effects Ocean Club v. McCrory Construction Co., Inc.	12.47 45.00/hr	561.25
10/28/2008 Preparation for meeting w/ Mr. Keith for final deposition preparation; deposition of Mr. Keith; prepare for deposition of Mrs. Phillips; meet w/ Mrs. Phillips for final preparation for deposition; deposition of Mrs. Phillips; meet w/ Mr. Hodges for final preparation of deposition; deposition of Mr. Hodges; travel from Charlotte, NC to Columbia, SC; review documents for Mrs. Levin in preparation for deposition on Wednesday, October 29, 2008; review documents for Mrs. Weiner in preparation for deposition on Wednesday, October 29, 2008; review documents for Mrs. Rohrman in preparation for deposition on Wednesday, October 29, 2008; review documents for Mr. Rochester in preparation for deposition on Wednesday, October 29, 2008; Ocean Club v. McCrory Construction Co., Inc.	11.66 45.00/hr	524.76
10/29/2008 Deposition and preparation for deposition of Mr. Rochester; deposition of Mrs. Weiner; review documents for Mrs. Levin's deposition and meet w/ Mrs. Levin prior to deposition for final preparation; deposition of Mrs. Levin; deposition of Mrs. Rohrman; travel from Columbia, SC to Charleston, SC; review documents in preparation for Mrs. Stimac deposition on Thursday, October 30, 2008; review documents in preparation for Mr. Funke's deposition on Thursday, October 30, 2008 Ocean Club v. McCrory Construction Co., Inc.	12.31 45.00/hr	553.73
10/30/2008 File review and final preparation for Mrs. Stimac's deposition; meeting w/ Mrs. Stimac re: final deposition preparation session; deposition of Mr. Stimac; debriefing w/ Mrs. Stimac re: deposition; meeting w/ Mr. Funke re: final preparation for deposition; deposition w/ Mr. Funke; meeting w/ Atty Evans re: outstanding HO that need to be deposed and logistics in getting VIP Files and interviews set up; legal research re: loss of use Ocean Club v. McCrory Construction Co., Inc.	6.54 45.00/hr	294.13
For professional services rendered	129.63	\$5,512.39
Additional Charges :		
10/23/2008 Meal (dinner) in Greenville, SC on Wednesday, October 23, 2008 (\$21.34 @ JOL American Express)		NO CHARGE
10/20/2008 US Airways travel expenses for change in flight from Portland, ME to Charleston, SC on Monday, October 20, 2008 (\$50.00 @ JOL American Express) and luggage fees (\$40.00 on JOL American Express)		NO CHARGE

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Justin O'Toole Lucey, PA

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	<u>Amount</u>
10/23/2008 Meal (lunch/dinner) in Greenville, SC on Thursday, October 23, 2008 (\$22.16 on JOL American Express)	NO CHARGE
10/24/2008 Gas for travel from Greenville, SC to Charlotte, NC on Friday, October 24, 2008 (\$43.15 on JOL American Express)	NO CHARGE
10/26/2008 Meal (lunch) in Charlotte, NC on Sunday, October 26, 2008	20.25
10/28/2008 Meal (diner) on Tuesday, October 28, 2008 in Columbia, SC	10.00
10/29/2008 Gas (\$10.01 on JOL American Express) on Wednesday, October 29, 2008 for travel from Columbia, SC to Charleston, SC	NO CHARGE
10/30/2008 Hotel in Columbia, SC on Tuesday, October 28, 2008 for depositions the next day in Columbia, SC (\$165.39 on JOL American Express)	NO CHARGE
10/24/2008 Hotel at The Hilton in Charlotte, North Carolina for deposition preparation HOs and depositions of HOs from Friday, October 24, 2008 through Tuesday, October 28, 2008 (\$1,010.74 on JOL American Express)	NO CHARGE
10/30/2008 Car rental via Avis for depositions from Monday, October 20, 2008 through Thursday, October 30, 2008	411.11
Total additional charges	<u>\$441.36</u>
Total amount of this bill	<u>\$5,953.75</u>
Previous balance	\$3,573.44
Balance due	<u>\$9,527.19</u>

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Jeffrey A. Schwartz, LLC, P.A.
PMB 201
50 Market Street
South Portland, ME 0410

Invoice submitted to:
Justin O'Toole Lucey, PA
P.O. Box 806
415 Mill St.
Mt. Pleasant SC 29465

APR - 3 2009

April 03, 2009

Invoice #10020

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
3/6/2009 Review and compile notes in preparation for telephone conference w/ Lucey Law Firm re: homeowners and trial witnesses; telephone conference (same) Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	1.47 45.00/hr	66.31
3/9/2009 Review WIP File provided in anticipation of initial conference call w/ Mrs. Walden (homeowner at Ocean Club of Unit No. 4507); Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	2.81 45.00/hr	126.53
3/10/2009 Organize notes and outline for telephone conference w/ Mrs. Walden this afternoon re: Unit usage and problems; telephone conference w/ Mrs. Walden re: Unit usage; telephone conference w/ Att'y Evans (same); Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	3.25 45.00/hr	146.23
3/11/2009 Conference w/ Att'y Evans and Ms. Nina Moats (legal assistant) re: homeowner depositions for the week of March 16, 2009; review file memos for Mr. and Mrs. Walden in preparation for conference call w/ Lucey Law Firm; compile documents pertaining to Mr. Buddy Derrick's deposition for purposes of reviewing for trial; review Mr. Derrick's "outline" provided by Nina Moats; begin reading through Mr. Derrick's dep. tr. summ. for purposes of identifying issues and/or concerns as a trial witness and in preparation for reading entire dep. tr.; begin reading dep. tr. of Mr. Derrick and make notations re: important dep. test. for purposes of Mr. Derrick being a trial witness Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	3.68 45.00/hr	165.55
3/12/2009 Continue begin reading dep. tr. of Mr. Derrick and make notations re: important dep. test. for purposes of Mr. Derrick being a trial witness; read through file memo of initial interview w/ Mrs. Walden in preparation for follow up interview and stylistic preparation session for her deposition at the end of the month; interview/telephone conference w/ Mrs. Walden re: deposition; Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	6.06 45.00/hr	272.70

	<u>Hrs/Rate</u>	<u>Amount</u>
3/13/2009 Continue reading through Mr. Derrick's dep. tr. for purposes of trial witness "Vet"; telephone conference w/ Att'y Evans re: homeowner witness list and needing to remove Att'y Meyer from responsibilities; Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	1.35 45.00/hr	60.63
3/17/2009 Review dep. tr. of Mr. Derrick and continue creating short list; review documents that were exhibits to Mr. Derrick's dep. Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	1.23 45.00/hr	55.33
3/18/2009 Review dep. ex. from Mr. Buddy Derrick's dep. for potential concerns and issues; read through Mr. Carl Harper's file memo and dep. tr. summ. for "vet" purposes Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	3.71 45.00/hr	167.11
3/19/2009 Review dep. tr. summ. for Mr. Carl Harper and make notations relevant for "short-list" summary; organize and compile documents provided from Nina Moats re: Mr. Carl Harper file Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	0.81 45.00/hr	36.40
3/20/2009 Organize and compile notes and outline for purposes of preparing for substantive deposition preparation of Mrs. Walden; complete reading through the dep. tr. summ. of Mr. Carl Harper and make notations of issues and dep. test. of relevance; begin reviewing Mr. Carl Harper's WIP File and other documents provided for purposes of "vetting" Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	2.85 45.00/hr	128.21
3/23/2009 Review notes and documents and prepare outline for substantive deposition preparation session w/ Mr. Stern for later this week; review documents provided by Mrs. Walden for her deposition; brief telephone conversation w/ Mrs. Walden re: setting up date and time for her substantive deposition preparation session and reminding her of points that have been previously discussed in other preparation session Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	1.12 45.00/hr	50.58
3/24/2009 Review notes and prepare outline of substantive deposition questions for Mrs. Walden for her deposition preparation session; telephone conference w/ Mrs. Walden and Att'y Evans re: deposition preparation Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	2.31 45.00/hr	103.91
3/25/2009 Review notes from substantive deposition preparation session w/ Mrs. Walden; telephone conference w/ Att'y Evans on remaining issues to be addressed w/ Mrs. Walden in follow up preparation session; review WIP File re: work done on Mrs. Walden's residence since reconstruction was completed and small claims matter Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	1.96 45.00/hr	88.19
3/26/2009 Compile notes and outline for telephone conference w/ Mr. Stern in preparation for his deposition; substantive deposition preparation session w/ Mr. Stern Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	2.36 45.00/hr	106.09

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	<u>Hrs/Rate</u>	<u>Amount</u>
3/27/2009 Conference call w/ Mrs. Stern and Att'y Evans re: final substantive deposition preparation session; update and send Att'y Meyer discovery requests; Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	2.22 45.00/hr	99.88
3/29/2009 Travel from Portland, ME to Atlanta, GA for homeowner depositions Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	7.05 45.00/hr	NO CHARGE
Review documents being produced for Mrs. Walden deposition on Monday, March 30, 2008 Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	0.58 45.00/hr	26.08
3/30/2009 Deposition preparation for Mrs. Walden meeting w/ Mrs. Walden before deposition for final preparation; deposition of Mrs. Walden; travel from Atlanta, GA to Columbia, SC; Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	6.85 45.00/hr	308.03
3/31/2009 Draft shot-list dep. tr. summ. for Mr. Carl Harper for purposes of trial preparation of witness; telephone conference w/ Att'y Evans re: Mrs. Walden deposition and questions asked and Mr. Stern's deposition for the following day; legal research re: workmanship definitions and explanations per Att'y Lucey request; send dep. tr. summ. (e.g., short-list) to Att'ys Phelan and Evans for purposes of review and consideration for homeowner preparation for trial; review documents being produced for Mr. Stern's deposition on Wednesday, April 1, 2009 Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	6.54 45.00/hr	294.40
4/1/2009 Read through notes and final documents provided for Mr. Stern's deposition; meet w/ Att'y Evans and Mr. Stern for final preparation for deposition; deposition of Mr. Stern; travel from Columbia, SC to Charlotte, NC; legal research re: workmanship issues; begin reading through dep. tr. summ. for Ms. Gail Glover for purposes of "vetting"; read through dep. tr. of Ms. Glover as a cross-reference to the dep. tr. summ. for information pertaining to water intrusion in her Unit Ocean Club v. McCrory Construction (Case No. 06-CP-10-3222)	7.55 45.00/hr	339.70
For professional services rendered	65.76	\$2,641.86
Additional Charges :		
3/30/2009 Meal (lunch) in route from Atlanta, GA to Columbia, SC		13.00
Meal (dinner) in Columbia, SC (put on JOL American Express card)		NO CHARGE
3/31/2009 Meal (lunch) in Columbia, SC on Tuesday, March 31, 2009		11.80
4/1/2009 Baggage fee for flight from Charlotte, NC to Portland, ME		15.00
Avis car rental from Atlanta, GA to Charlotte, NC for depositions on Monday, March 30, 2009 and April 1, 2009 in Atlanta, GA and Columbia, SC		386.62

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	<u>Amount</u>
4/1/2009 Hotel in Columbia, SC for depositions for two nights (on American Express card)	NO CHARGE
Meal (lunch) on Wednesday, April 1, 2009 (on American Express card)	NO CHARGE
3/1/2009 Westlaw legal research for legal issues re: workmanship	78.16
Total additional charges	<u>\$504.58</u>
Total amount of this bill	<u>\$3,146.44</u>
Previous balance	\$1,340.41
Accounts receivable transactions	
3/17/2009 Payment - Thank You	<u>(\$1,340.41)</u>
Total payments and adjustments	<u>(\$1,340.41)</u>
Balance due	<u>\$3,146.44</u>

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Insured	Insurer	Policy No.	Period	Per Occur.	Aggregate	Excess Occ.	Excess Agg.	Dec Page?	Notes
Housemasters	Zurich North America	RGP 20233376	9/20/95-9/20/99	\$ 500,000	\$ 1,000,000				per 12/21/07 discovery responses
	Zurich Commercial	RGP20233376	9/20/98-9/20/99	\$ 1,000,000	\$ 2,000,000			Y	McCrory is certificate holder.
	??	??	??			??	??		
	Zurich-Maryland Casualty	SCP35555409	9/20/99-9/20/00	\$ 1,000,000	\$ 2,000,000			Y	McCrory is certificate holder.
	Zurich-Maryland Casualty	SCP35555615	9/20/99-9/20/00			\$ 1,000,000	\$ 1,000,000	Y	McCrory is certificate holder.
	Zurich North America	SCP 35555409	9/20/99-9/20/02	\$ 500,000	\$ 1,000,000				per 12/21/07 discovery responses
	Zurich	??	9/20/00-9/20/02	\$ 500,000	\$ 2,000,000				Rog response is wrong. \$500k is for auto.
	Builders Mutual	CPP 0012956 00	9/20/02-9/20/03	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	UMB 0003760 00	9/20/02-9/20/03			\$ 1,000,000	\$ 1,000,000	Y	10k retention
	Builders Mutual	CPP 0012956 01	9/20/03-9/20/04	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	UMB 0003760 01	9/20/03-9/20/04			\$ 1,000,000	\$ 1,000,000	Y	
	Builders Mutual	CPP 0012956 02	9/20/04-9/20/05	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	CPP 0012956 03	9/20/05-9/20/06	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	CPP 0012956 04	9/20/06-9/20/07	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	CPP 0012956 05	9/20/07-9/20/08	\$ 1,000,000	\$ 2,000,000			Y	
	Builders Mutual	CPP 0012956 06	9/20/08-9/20/09	\$ 1,000,000	\$ 2,000,000			Y	
	Excess	??	9/20/98-9/20/99			??	??		
			9/20/00-9/20/02						housemasters defense is being paid by builders mutual and maryland casualty (zurich) per mcgee file
			9/20/04-9/20/09						
American Warming & Ventilating	self insured								

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W&B Signatures Painting Co.	72	72	1998	72	72	72	72		
	72	72	1999	72	72	72	72		
	72	72	2000	72	72	72	72		
	72	72	2001	72	72	72	72		
	72	72	2002	72	72	72	72		
	72	72	2003	72	72	72	72		
	72	72	2004	72	72	72	72		
QBE Insurance	JC006157	3/19/05-3/19/08	\$ 1,000,000	\$ 2,000,000				Y	
QBE Insurance	JC007437	3/05/09-3/05/10			72				
QBE Insurance	JC007437	11/7/05-11/7/07	\$ 1,000,000	\$ 1,000,000				Y	
QBE Insurance	JC006157	3/19/05-3/19/07	\$ 1,000,000	\$ 2,000,000				Y	
QBE Insurance	JC007437	11/7/07-11/7/08			\$ 1,000,000	\$ 1,000,000		Y	
Continental	Continental Insurance Co.	3/02/07-3/24/7	\$ 1,000,000	\$ 2,000,000				Y	McGrory is certificate holder. Also named insured for CL coverage.
The Travelers	CHP220Y4237	4/1/98-4/1/99			\$ 5,000,000	\$ 5,000,000		Y	McGrory is certificate holder. Also named insured for CL coverage.
	72	4/1/99-4/1/00	72	72	72	72			
The Travelers	CHP220Y4237	4/1/00-4/1/01			\$ 5,000,000	\$ 5,000,000			named in 1/30/01 1998 response
The Travelers	CHP220Y4237	4/1/01-4/1/02			\$ 5,000,000	\$ 5,000,000			named in 1/30/02 1998 response
Salisbury Insurance	S-1143670	4/1/01-4/1/07	\$ 3,000,000		\$ 5,000,000				named in 1/30/03 1998 response
Commercial Contract Services 2001 Commercial Paint Services	Travelers	1380-247340-IND-37	3/07/97-3/07/99	\$ 1,000,000	\$ 2,000,000				
	Travelers	1380-247340-IND-38	3/07/98-7/15/98	\$ 1,000,000	\$ 2,000,000				
	Travelers	1380-247340-IND-39	2/15/99-2/15/00	\$ 1,000,000	\$ 2,000,000			Y	McGrory is certificate holder.
		2/00-2/01	72	72	72	72			
		2/01-2/02	72	72	72	72			
		2/02-2/03	72	72	72	72			
		2/03-2/04	72	72	72	72			
		2/04-2/05	72	72	72	72			
		2/05-2/06	72	72	72	72			
Corporate Restorations, Inc.	Johnson & Johnson	CL5449047	2/23/99-2/23/00	\$ 1,000,000	\$ 1,000,000			Y	McGrory is certificate holder. Also additional named insured.
		72	2/23/99-2/23/00			72	72		
	Spokane Insurance Co.	CL50693449	72	\$ 1,000,000	72				
		72	2000	72	72	72	72		
		72	2001	72	72	72	72		
		72	2002	72	72	72	72		
		72	2003	72	72	72	72		
		72	2004	72	72	72	72		
		72	2005	72	72	72	72		
		72	2006	72	72	72	72		
KeyBank	Wainson	4/30/97-4/30/00	\$ 3,000,000						
	Liberty Mutual	4/1/97-4/1/00	\$ 10,000,000						
	Liberty Mutual	7/1/00-7/1/03	\$ 10,000,000						
	ACE USA	7/1/03-7/1/05	\$ 5,000,000						
	ACE USA	7/1/05-7/1/06	\$ 5,000,000						
	ACE USA	7/1/06-7/1/07	\$ 5,000,000						
	ACE USA	7/1/07-7/1/08	\$ 5,000,000						

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01/01/2000	American States Insurance Co.	01CS155201	4/1/99-4/1/99	\$ 1,000,000	\$ 2,000,000			Y	
	American States Insurance Co.	01SH12017510	4/1/99-4/1/99		\$ 2,000,000	\$ 2,000,000	Y		MacGrory is card in site holds. Also named insured for all coverages.
	American States Insurance Co.	01CS155202	4/1/99-4/1/99	\$ 1,000,000	\$ 2,000,000			Y	MacGrory is card in site holds. Also named insured for all coverages.
	American States Insurance Co.	01SH12017530	4/1/99-4/1/99		\$ 2,000,000	\$ 2,000,000	Y		Contributing the pages - On policy 11/1/99-1/1/00.
	American States Insurance Co.	01CS155203	4/1/99-4/1/99	\$ 1,000,000	\$ 2,000,000			Y	
	American States Insurance Co.	01SH12017550	4/1/99-4/1/99		\$ 2,000,000	\$ 2,000,000	Y		Cancelled 11/2/00 for nonpayment. Reinstated 9/1/00.
	American States Insurance Co.	01CS155204	4/1/99-4/1/02	\$ 1,000,000	\$ 2,000,000			Y	Initially listed as 500K/500K but changed to 1M/2M 1/1/01.
??		??	4/1/01-4/1/02				??		
??		??	2002	??	??	??	??		
	Capital City	01-CL-001107-0/000	4/03-4/03	\$ 1,000,000	\$ 2,000,000			Y	"Your Work" stoppage exclusion.
	ML Hawaii	01ML00000004	4/03-4/03		\$ 1,000,000	\$ 1,000,000	Y		ERIS exclusion.
	Capital City	01-CL-001107-1/000	4/04-4/05	\$ 1,000,000	\$ 2,000,000			Y	McC add'l insured.
??		??	2004		??	??			
	Capital City	01-CL-001107	4/05-4/05	\$ 1,000,000	\$ 2,000,000			Y	"Your Work" stoppage exclusion. McC add'l insured.
??		??	2005		??	??			
??		??	2006	??	??	??	??		
Longer American LLC	Royal Sun Alliance	ATS457597	10/07-10/08	??	??	??	??		per 1/17/08 discovery responses.
American & Foreign Royal Sun Alliance	ATS459644	10/08-10/08	??	??	??	??	??		per 1/17/08 discovery responses.
General Zurich	GC0231246000	10/08-10/08	\$ 1,000,000	\$ 1,000,000					per 1/17/08 discovery responses.
Royal Sun Alliance	ATS459666	10/08-10/08	??	??	??	??	??		per 1/17/08 discovery responses.
GP Solar	ATS459666	10/08-10/08	\$ 2,000,000	\$ 2,000,000					per 1/17/08 discovery responses. products/completed ops.
CarStar	MC351950A	2008-2009	??	??	??	??	??		per 1/17/08 discovery responses.
Amnigh Insurance	AT0469435	2008-2009	??	??	??	??	??		per 1/17/08 discovery responses.
Royal Sun Alliance	ATS459666	2009-2009	??	??	??	??	??		per 1/17/08 discovery responses.
Liberty Mutual	EC2655004095111	1/07-1/02	??	??	??	??	??		per 1/17/08 discovery responses.
Liberty Mutual	EC2655004095112	2004	??	??	??	??	??		per 1/17/08 discovery responses.
Liberty Mutual	EC2655004095114	2005	??	??	??	??	??		per 1/17/08 discovery responses.
??	??	2006	??	??	??	??	??		discovery requested from carriers by counsel. Nothing received 7/14/09.

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Agins Sea Manufacturing and Rowing, Inc.	CNA	1075361391	??	\$ 1,000,000	??	??	??	11/23/03-11/23/03
??	??	??	1003	??	??	??	??	??
??	??	11/23/03-11/23/03	??	\$ 1,000,000	\$ 1,000,000	??	??	??
Transportation Insurance Company	??	11/23/03-11/23/03	??	\$ 1,000,000	\$ 1,000,000	??	??	??
Transportation Insurance Company	??	11/23/03-11/23/03	??	\$ 1,000,000	\$ 1,000,000	??	??	??
Amherst Casualty Company	??	11/23/03-11/23/03	??	\$ 1,000,000	\$ 2,000,000	??	??	??
Continental Casualty Company	??	11/23/03-11/23/03	??	\$ 1,000,000	\$ 2,000,000	??	??	??
??	??	2003	??	??	??	??	??	??
??	??	2005	??	??	??	??	??	??
??	??	2005	??	??	??	??	??	??
DAF (Cheney)	55 Insured							
Design Team	CNA	11-405-35-00	??	\$ 3,000,000				Y
WPC, Inc.	Security Insurance Co. of Hartford	01-309737	07/19/93-07/19/97	\$ 500,000	\$ 1,000,000			Y
State Farm Fire and Casualty	09-PA-308333	10/21/97-10/21/99	\$ 1,000,000	\$ 2,000,000				Y
State Farm Fire and Casualty	09-PA-710659	10/21/97-10/21/99			\$ 1,000,000	\$ 1,000,000		Y
CNA	11-407-7455	07/19/93-07/19/97	\$ 2,000,000	\$ 2,000,000	??	??		Y
Marshall Fields Architects, Inc.	Exington Insurance Co.	317040	11/17/03-11/17/07	\$ 1,000,000	\$ 2,000,000			Y

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INSURANCE SUMMARY:

Zurich has:

McCrory
Spectech
Housemasters

McCrory is additional named insured on face of COI for the following:

Spectech/Zurich Policy
Bullard/American States Insurance
MAR/Cincinnati Insurance Co.

McCrory and Owner are additional named insureds on face of Echerer/Zenith Ins. Co. COI.

McCrory and Owner have indemnity on face of MAR/Cincinnati Ins. Co. COI.

GENERAL CONTRACTOR

McCrory Construction Company, Inc.

Insurance per rog responses:

Zurich (no policy period or limits provided)

AIG (no policy period or limits provided)

Need to get dec pages

DESIGN PROFESSIONALS

Project Policy covering design team

CNA, Policy #11-405-35-00

\$5M maximum for all claims and claim expenses.

WPC, Inc.

Security Insurance Co. of Hartford

1. Professional liability insurance: \$500K/claim/\$1M aggregate;
policy period 9/19/96-9/19/97 (have dec page)

No CGL or umbrella policy information produced

Marshall Clarke Architects, Inc.

No CGL or umbrella policy information produced

WINDOWS AND SLIDERS

Kawneer Company, Inc.

Manufacturer of windows and sliders; plant located in Springdale, Arkansas

Insurance policies per rog responses:

Wausau:	\$3M/occurrence; policy period 4/30/97-4/30/00
Liberty Mutual:	\$10M/occurrence; policy period 4/1/97-4/1/00
Liberty Mutual:	\$10M/occurrence; policy period 7/1/00-7/1/03
ACE USA:	\$5M/occurrence; policy period 7/1/01-7/1/02
ACE USA:	\$5M/occurrence; policy period 7/1/02-7/1/03
ACE USA:	\$5M/occurrence; policy period 7/1/03-7/1/04
ACE USA:	\$5M/occurrence; policy period 7/1/04-7/1/05

Note: it appears we do not have an insurer name provided covering 5/1/00 to 6/30/00 or 7/2/05 to present periods.

Need copies of dec pages – were not attached to discovery responses.

Charleston Glass & Mirror

Harleysville Insurance

1. \$1M per occurrence /\$2M General Aggregate and excess
umbrella for \$1M occur/\$1M aggregate policy period
1/1/99-1/1/00 (have dec page)

McCrory Construction Company, Inc. is certificate holder.

Harleysville Insurance
American Interstate Ins. Co.

2. \$1M per occurrence /\$2M General Aggregate and excess occurrence for \$1M occur/\$1M aggregate policy period 1/1/00-1/1/01 (have dec page)

McCrory Construction Company, Inc. is certificate holder.

3. Need dec pages for policy periods 1/1/01-1/1/03 (any thereafter?)

Housemasters, Inc.

Blocking for windows and sliders

Per rog response Builders Mutual:

1. \$1M occurrence/\$2M aggregate
Policy Periods: 9/20/02-9/20/07
Adjustor: Carl Warbington (? Copied on cov letter)

Need dec pages.

Per rog response: Zurich:

1. \$500K occurrence/\$2M aggregate
Policy Periods: 9/20/95-9/20/02
Adjustor: Pete Poholsky (? Copied on cov ltr)

Need dec pages (I think their rog response is wrong – see below. The \$500K is for auto. We have dec pages for this policy period.....)

We have copies of Zurich dec pages:

1. \$1M occurrence/\$2M aggregate
Policy Periods: 9/20/98-9/20/99 (have dec page)

McCrory Construction Company is certificate holder.

2. \$1M occurrence/\$2M aggregate and \$1M excess occurrence. Policy Periods: 9/20/98-9/20/99 (have dec page)

McCrory Construction Company is certificate holder.

STUCCO/EXTERIOR (EXCEPT TOWERS)

Bonsal American, LLC

Manufacturer of FRP system

Insurance/rogs: Liberty Mutual (Sept 2002 -2005; no limits listed; no policy for 2006 listed)

Royal Sun & Alliance (2000-2002; no limits listed)

GenStar (2000-2001; no limits listed)

Admiral Insurance (2000-2001; no limits listed)

Royal & Sun Alliance (1999-2000; no limits listed)

GenStar (1999-00; \$2M occurrence; \$2M agg)

American & Foreign (Royal & Sun) (1998-1999; no limits listed)

Steadfast (Zurich)(1998-1999; \$1M occurrence; \$1M agg)

Royal & Sun Alliance (1997-1998; no limits listed)

Need to get copies of dec pages.

Bullard Plastering & Stucco, Inc.

Stucco installer; stud repairs; window perimeter caulking

(Subcontracted with Spectech to do the caulking for stucco system)

Insurance policies:

American States Insurance Company:

1. \$1M per occurrence /\$2M General Aggregate and excess \$1M occur/\$2M aggregate per occurrence for policy period 4/1/99-4/1/00 (have dec page)

Certificate Holder: McCrory Construction Company, Inc. – also named insured for GL coverages.

2. Need info for policy period 4/1/00-4/1/01 (same as above?)
3. \$1M per occurrence /\$2M General Aggregate/\$1M excess for occurrence for policy period 4/1/01-4/1/02 (per rog; need dec page)
4. Need dec pages for post 4/1/02?

Spectech Waterproofing Systems, Inc.

Reliance Insurance Company
Zurich American Insurance Group

1. \$1M per occurrence /\$2M General Aggregate and umbrella \$10M occur/\$10M aggregate 9/1/98-9/1/99 (have dec page)

Certificate Holder: McCrory Construction Company, Inc. – also named insured for GL coverages.

2. Need dec pages for policy periods 9/1/99-9/1/02

STO Corp.

Manufacturer of waterproofing material (textured decks/walkways)

Per rogs: Winterthur International America Insurance Company

Need dec pages.

BASF (successor-in-interest to Chemrex) – self-insured on this claim

NP2 sealant/sealant used for expansion joints and window framing

ValCourt Building Services of NJ, LC

NP2 mixer –not in suit yet...no dec pages in McCrory docs.

Dems Glass Gold

On studs

AMICO

Manufacturer of metal lath???????

Plastic Components, Inc.

Soffit manufacturer????

Vinyl Corp

Weep/bead board manufacturer????

TOWERS/FLAT ROOFS

Carlisle Syntec, Inc. – self-insured per rog response

Manufacturer of single-ply roof membrane; rubber roofs over walkways

Aqua Seal Manufacturing and Roofing, Inc.

Installed Carlisle Roofing Membrane on walkway/overhangs

Not in suit yet. No dec pages/ins. info in McCrory docs.

Echerer Painting

Painting towers (first contractor – may have done just 1 tower in Bldg 1)

Zenith Insurance Company

The Travelers

1. \$1M per occurrence /\$2M General Aggregate and excess umbrella \$5M occur/\$5M aggregate per occurrence for policy period 4/1/98-4/1/99 (have dec page)

Certificate Holder: McCrory Construction Company, Inc. – also McCrory and owner named insureds for GL coverages.

2. Need policy info for 4/4/99-4/1/00....

Commercial Contract Services d/b/a

Commercial Paint Services

Travelers

Scottsdale

Humana

1. \$1M per occurrence /\$2M General Aggregate. Policy period 2/15/99-2/15/00 (have dec page).

Certificate Holder: McCrory Construction Company, Inc.

V3 Design and Painting Company

NB Handy Company

Supplier for Carlisle Roof

METAL ROOF

Fabral, Inc.

Roof Manufacturer-- .032 Stand'N Seam Aluminum Roof

Employers Insurance Company of Wausau
(Note: issued in the name of Euramax)

1. \$1M occurrence/\$2M aggregate
Policy period: 1/1/04 to 12/31/04 (have dec page)
2. Need to get all years' dec pages

M.A.Rozbitsky Construction

Installed Fabral metal roof
Chimney flashing

Cincinnati Insurance Co.

1. \$1M per occurrence no General Aggregate amount listed.
No excess coverage. Policy period 1/1/00-1/1/03 (have dec page)

Certificate Holder: McCrory Construction Company, Inc. —
also named insured for GL coverages. Also, face of COI
says that subcontractor agrees to indemnify & hold
harmless contractor & owner against all liability claims

GAF Materials Corporation

Manufacturer of "StormGuard" (film-surfaced waterproof underlayment) — used by
MAR???????

Hydro-Stop, Inc.

Material for chimneys

No ins. info produced.

Concrete Restorations, Inc.

Harleysville Insurance Company
Johnson & Johnson
American Interstate Insurance

1. \$1M occurrence/\$2M aggregate
Policy period: 2/25/99 to 2/25/00 (have dec page)

Certificate Holder: McCrory Construction Company, Inc. – also
additional named insured on face of COI.

Lowcountry Chimney, Inc.

Burlington Insurance Company
American Interstate Insurance Company

1. \$1M occurrence/\$1M aggregate
Policy period: 8/8/98 to 8/8/99 (have dec page)

Certificate Holder: McCrory Construction Company, Inc.

2. \$2M occurrence/\$2M aggregate
Policy period: 8/8/999 to 8/8/009 (have dec page)

Certificate Holder: McCrory Construction Company, Inc.

American Warming and Ventilating

No info yet.

Ocean Club Emergency Contact List

Name	Unit Number	Contact Number(s)	Billing Address	Email Address
Elkins, Sam and Toni	1101	Hm 803-256-9518	PO Box 50506	selkins@ksbellc.com
	886-8550	Wk 803-799-8490	Columbia, SC 29250	tonielkins@aol.com
		his cell 803-606-8490		
		her cell 803-206-8492		
		fax 803-256-1166		
*Cooper, Richard & Bruce Fox	1102		Tyson Pl, Ste. 130,	rsc1a@aol.com
	886-2596	Hm- 865-588-5470	2607 Kingston Pike	
DWD Nathan Bullock 886-2231		Cell 865-603-4707	Knoxville, TN 37919	
		Fax 865-588-5470		
*Reid, Frank & Mary Jane)	1103	704-633-1248	2024 Robin Rd	FAR4@netzero.net
	886-2757	336-877-1457	Salisbury, NC 28144	
Gill, David & Sue	"	803-327-1015	2245 Olde Creek Rd	rhgill@comporium.net
			Rock Hill, SC 29732	
Haynes, John & Jill	"	Hm 803-794-0501	118 Blackhawk Trail	jwhay@msn.com
		Wk 803-791-2460	West Columbia, SC 29169	
Kennedy, Ted & Diane	"	Hm 770-394-4132	1868 Stapleton Court	tmkir@bellsouth.net
		cell 404-374-7712	Dunwoody, GA 30338	
		fax 770-671-8289		
Leatherman, Senator Hugh & Jean	"	Hm 843-667-1152	1817 Pineland Avenue	rockb@nnbr.com
		Wk 843-662-2549	Florence, SC 29501	
Leatherman, Lynn	"	Hm 843-629-8378	3902 Westbrook Dr	lynnie1725@yahoo.com
			Florence, SC 29501	
Baty, Roderick & Kathleen	"	Hm 423-283-8886	2007 Millbrook Drive	
		Wk 423-743-2647	Johnson City, TN 37604	
		cell- 423-534-6551	fax: 423-743-2670	
		cell- 423-534-3009		
Howard, Charles & Sharon	1104	Hm-864-288-7786	PO Box 10383	cehoward@hhfr.com
	886-7861	Wk: 864-242-3522	Greenville, SC 29603	
Sfeir, Simone & Kathryn	"	Hm- 864-244-7880		
mgr: Peter Cole 704-896-1995	"	Wk - 864-233-0369		cpetercole@aol.com
O'Sullivan, Jim	1105	Hm 847-541-8265	425 Huehl Road, Bldg. 10	
	886-8280	Wk - 847-272-9850	Northbrook, IL 60062	
Haase, Dale	"			dalehaase@mac.com
*Rivers, David & Emily	1106	Hm - 423-636-1148	315 N Main Street	drivers@goprolink.com
DWD Nathan Bullock 886-2231	886-2795	Fax 423-639*9779	Greeneville, TN 37745-3817	
		cell 602-708-1511		
		cell 423-552-1366 Emily		
Emergency	Stephanie Hite	423-636-1659		
*Matteson, Lawrence	1107	Hm 585-586-8063	5 Hogan Court	
	886-2417	Wk 585-275-0804	Pittsford, NY 14534	
Island Realty Sheryl Bidwell		*843-242-8301 (try 1st)		sherylbidwell@islandrealty.com
886-8144 x276				

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Ocean Club Emergency Contact List

Stimac, Matthew & Rebecca	1108	Hm 881-1504	2104 Cape Jasmine Court	mattseco@hotmail.com
DWD Nathan Bullock 886-2231	886-2719		Mt Pleasant, SC 29464	rebeccadstamac@comcast.net
*Joyce, Patrick & Elizabeth	1109	Hm 770-831-4963	4325 Laurel Grove Trace	pbicjoyce@aol.com
	886-7827	Wk 770-754-8563	Suwanee, GA 30024	
Island Realty-Sheryl Bidwell		Fax 770-482-2172		
886-8144		Cell 678-596-9558		
		886-2231, cell 270-0221		
Fuller, Scott & Terra	1110		717 McDonald Avenue	terra@carolina.rr.com
	886-2758	Wk 704-715-7070	Charlotte, NC 28203	bmw650@mac.com
		cell 704-957-5140	704-651-6080 (Scott cell)	
		cell 704-564-1577		
Walls, Jay & Kimberly	1111	Hm 864-467-9834	414 Hidden Hills Drive	
	886-6268	864-918-3144(Cell)	Greenville, SC 29603	
Resort Quest, Karen McFadden				
886-9704				
*Dudney, Bill & Janyce	1112	Hm 423-288-8327		bill@cbtri.com
		Wk 423-230-4301		jrdudney@yahoo.com
		wife cell 423-677-2343		
Dudney, Earl & Susan	"	423-247-3711, 677-2498	5106 Upper Ledges, Kingsport, TN	earldudney@yahoo.com
Estepp, Larry & Teresa	"	423-578-6943, 378-7001	1032 Wellington Blvd, Kingsport, TN	estepp@xtn.net
		cell 423-341-3963		lrestepp@ftb.com
Kilgore, Anne	"	423-245-2040, 229-8283	1565 Crescent Dr, Kingsport, TN	akilgore@eastman.com
		cell 423-361-3399		
Harville, Stephen E	"			sharville@bbandt.com
His employee: Charles Dingus		Cell 423-914-7151		
		423-247-7181		
Cybulla, Stanley &	1201	Hm - 248-698-9035	882 Schuyler	somedaystan@aol.com
Erica Murphy	886-0822	cell 248-408-5640	White Lake, MI 48383	
Resort Quest, Karen McFadden		231-322-6101		
886-9704		231-322-2136 * call this		
Hall, Brian & Lisa	1202	Hm - 803-222-4241	PO Box 68	5halls@bellsouth.net
	886-6026	Wk 803-222-9001	Clover, SC 29710	
		his cell 704-842-2185		
		her cell 704-842-3979		
emer. Amanda or Ed		803-222-9001		
Meybohm, EG & Lynn	1203	Hm 706-471-0880	815 Milledge Road	emeybohm@meybohm.com
	886-2641	Wk 706-736-0700	Augusta, GA 30904	
		cell 706-799-1642	cell 706-825-1722	
emer: Leigh Ann Davidson		706-228-5322		
emer. Robert Meybohm, brother	"	cell 706-829-8850	Wk 706-855-1500	
*Herring, Leonard & Rose	1204	Hm - 336-667-6090	310 Coffey Street	leonardherring@embarqmail.com
	886-9768	Fax - 336-838-1737	N Wilksboro, NC 28659	

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Ocean Club Emergency Contact List

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		Wk 336-838-7181		
Herring, A. Lee	"	Emer. 336-667-4788		
Paul & Lynn Weisler	1205	704-637-1324		
P&L Holdings of SC LLC		704-798-6353		
Dunes Properties	886-6943			
Kathy Faretta 886-5600				
Smoak, Randolph D. Jr.	1206	Hm - 803-536-2068	275 Mason Road	randysmoak@earthlink.net
	886-9313	Wk 803-536-2056	Orangeburg, SC 29115	
emer. Darrel & Elinor Connelly	"	Hm 971-6828		
		Cell 364-4003		
* Hendricks Properties	1207	Wk 864-228-2480	PO Box 278	hendricksproperties@charterinternet.com
c/o Lola Cole	886-2767		Simpsonville, SC 29681	
Hendricks, Ralph & Marion	"	Hm 864-963-4630	201 Poinsettia Drive	rhprop@charter.net
shares 5 & 11		Office 864-228-2480	Simpsonville, SC 29681	
		Fax 864-228-9119		
		Cell 864-380-3917		
Coleman, Bob & Jane	"	Hm 864-271-1408	PO Box 3689	
share # 7		Wk 864-242-9809	Greenville, SC 29608	
Borglund, Roland & Susan	"	Hm 561-747-5964	5834 Senegal Court	reb_tek@bellsouth.net
share #8		cell 561-801-3862	Jupiter, FL 33458	
		Wk 561-747-9234		
Webb, Bill & Gwen	"	Hm 704-637-2968	104 Sudley Circle	ggwebb@carolina.rr.com
share #10		wk 704-639-0971	Salisbury, NC 28144	
Alexander, Bill & Claudine	"	Hm 864-967-3596	c/o Sharon Sullivan	ssullivan830@aol.com
share #9		Wk 864-963-3624	201 Pinehurst Dr	
		His cell 864-270-4442	Mauldin, SC 29662	
Beam, John & Becky	"	Hm 770-416-8981	4251 Frank Neely Road	jbbeam@bellsouth.net
share #4		Wk 404-654-2051	Norcross, GA 30092	
		Fax 404-654-2009		
Kirven, HG (Butch) & Diane	"	Hm 864-963-6166	PO Box 416	Bkirv@aol.com
share #3		Wk 864-228-9300	Simpsonville, SC 29681	
		Fax 864-228-9230		
		Cell 864-420-2521		
Joyner, Dan & Kat	"	Hm 864-288-6677	237 Collins Creek Road	cdanjoyner@compuserve.com
share #12, 1/2 of #2		Wk 864-242-6650	Greenville, SC 29607	
		Fax 864-271-1265		
Rice, Blair & Page	"	Hm 864-338-7285	117 Rice Circle	pagerice1965@aol.com
share #6, 1/2 of #2		Fax 864-338-0505	Belton, SC 29627	
Ryan, James S	"	Hm 614-231-0067	First Ohio Planning	iryan@firstohioplanning.com
share #1		Wk 614-486-0691, x 1	1429 King Avenue	
		Fax 614-486-0694	Columbus, OH 43212	
		Cell 614-296-0127		
Zukerman, Janey Alexander	"	Hm 516-792-0666 (Discon)	915 Cherry Lane	janey_zukerman@yahoo.com

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Ocean Club Emergency Contact List

share #13		Cell 917-209-0783	North Woodmere, NY 11581	
*Gorski, Paul	1208	Hm - 864-433-0032	414 Old South Road	pta109@bellsouth.net
	886-2768	Wk - 864-281-2340	Duncan, SC 29334	
		Cell 864-621-1619		
Henson, Ann	"	Hm-864-244-6689	116 Belview Dr, Taylors SC29687	
Rodgers, Stuart & Norma	"	Hm 864-244-6901	301 E Kenilworth Dr, Greenville 29615	
Yuhasz, David & Sandy	"	Hm 770-429-8354	2806 Saddlebrook Way, Marietta, GA	zip 30064
Smith, Carroll & Catherine	"	Hm 864-246-2824	18 Kensington Rd, Greenville 29617	
Dillard, William & Margaret	"	1-800-803-6116	708 Whitehall Rd, Anderson, SC29625	
Integrays Properties, LLC	1209	Wk 864-297-9290	PO Box 26868	Sherri.Stewart@Integraysllc.com
*ask for Sherri Stewart	886-7907	Fax 864-297-9213	Greenville, SC 29616	
*Cox, Bill & Gale	"	Hm 864-676-9464	100 Red Fern Trail	Bill.Cox@IntegraysLLC.com
		Wk 864-679-3400	Simpsonville, SC 29681	bcox@martussolutions.com
		cell 864-979-1822		
Blasi, Earl & Dana	"	Hm 864-292-8827	300 Deerfield Dr	Earl.Biasi@IntegraysLLC.com
		Wk 864-679-3434	Greer, SC 29650	
		cell 864-616-5172		
Roberson, Tim & Beverly	"	Hm. 864-292-6893	100 Bogey Ct, Taylors, SC	Tim Roberson@Kyrus.com
		Wk 864-244-7051,x2239		
		Cell 864-270-0407		
Roberson, Kelly	"	Hm 367-7771	1327 Legend Club Dr, Mt Pleas	KellyRoberson@earthlink.net
Fazal, Ashley	"	Hm 856-7270	2048 Fort Bliss Ct, Mt Pleasant	
*Barnes, Frank & Elsi	1210	Hm - 610-687-4743	100 Woods Ln.	balakab@aol.com
DWD Nathan Bullock 886-2231	886-2780	Wk - 610-687-4968	Radnor, PA 19087	
		Fax-610-687-0787		
		Alt. - 610-687-4968		
		Cell 610-331-7286		
Barnes, Barbara	"	Emer. - 610-687-8086		
Barnes, Laurie	"	Emer 610-644-8866		
Flannigan, Sam	1211	Wk - 804-272-2503	PO Box 25307	
Eastern Distribution Company				
DWD Nathan Bullock 886-2231	886-2803		Richmond, VA 23260	
*Fuller, Jack & Diane	1212	Hm 803-754-7433		
	none	Wk 803-754-0402		
	use cell number	Cell - 803-600-5183		
		Fax 803-754-0402		
Bierer, Dennyse	"	Hm 803-786-9630	PO Box 888	
		Cell 803-600-1294	Blythewood, SC 29016	
Stallard, Rob & Jeannie	1301	Hm 276-676-0507	19324 Bluegrass Drive	rfs@crcva.com
	886-2771	Wk 276-679-0804	Abingdon, VA 24211	
		cell 276-608-9199		
		cell 276-608-2906		
Emer: Neil Asbury 276-328-5766				
Samuelson, Dennis & Ginger	1302	Hm 843-886-9444	7 Driftwood Lane	dennis@ccpsc.net

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Ocean Club Emergency Contact List

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Tenant Number @ unit 886-2688	886-8895	Wk 843-810-9684	Isle of Palms, SC 29451	
		Tenant 886-2688		
Davis, J. Toliver	1303	Hm 828-245-4886	187 Old Caroleen Road	itdjd@rfci.net
	886-5296	her cell 828-777-9886	Forest City, NC 28043	
Emer. Cont.: Thomas Davis		828-295-4223		
Lerner, Bernice	1304	Hm - 704-636-5237	945 Confederate Avenue	
	886-4688		Salisbury, NC 28144	
Weiner, Fran	1305	Hm - 803-788-7580	14 Northlake Road	franweiner@msn.com
	886-5850	Wk - 803-781-3592	Columbia, SC 29223	
*Shenoy, Narayan R.	1306	Hm - 803-957-2146	244 Mooring Lane	nshenoy@alitel.net
DWD Nathan Bullock 886-2231	886-7948	Wk 803-254-2394	Lexington, SC 29072	
		Cell 803-422-6880		
		Fax 803-359-0369		
Bernstein,	1307	Hm - 704-364-8880	482 Fenton Place	dbernst346@aol.com
Mr. & Mrs. Donald H.	886-4262	fax 704-332-8318	Charlotte, NC 28207-1918	
		Don's cell 704-577-3476		
		Bobbi's 704-364-8318		
*Grayson, Pat & Ann	1308	Hm 864-242-3121	141 Marshall Bridge Drive	phgrayson1@charter.net
	886-2747		Greenville, SC 29605	
Johns, John & Martha	"	Hm 864-246-3448	7 Mallard Court	john.johns@furman.edu
			Greenville, SC 29617	
emer: John E Johns, Jr		864-298-0851, 292-8761		
Slane, Thomas A & Mary Anne	"	Hm 704-872-7020	803 St Andrews Rd	tslane@bellsouth.net
		Wk 704-872-4291	Statesville, NC 28625	
		Fax 704-878-9105		
		cell 704-838-2728		
Elliott, Jim & Anne	"	cell 703-727-0591	25 East Forest Rd	Anne25E@aol.com
		Wk 828-254-9578	Asheville, NC 28803	
Garren, Bill & Pat	"	Hm 803-836-3765 (discon)	11 Garren Road	compatabill@mindspring.com
			Travelers Rest, SC 29690	
Garren, Robert & Bobbie	"	Hm 828-667-4782	11 Fairfield Terrace	
		Wk 828-252-2311	Chandler, NC 28715	
Hawver, Jerry & Rosemary	"	Hm 704-541-9551	10608 Flennigan Way	jhawver@carolina.rr.com
			Charlotte, NC 28277-1416	rhawver@carolina.rr.com
Payne, Tom	"	Hm 803-246-7164	3 South Warwick Rd	
			Greenville, SC 29617	
Porter, Ken & Helen	"	Hm 803-246-2081	105 Dundee Lane	HPDundee@aol.com
			Greenville, SC 29617	
Weaver, Wayne & Anne	"	Hm 864-244-3900	203 Aberdare Lane	rwavweaver@aol.com
			Greenville, SC 29615	
Zix, Tom & Carol	"	Hm 864-244-8072 (use)	12 Whittlin Way	zix@charter.net
		cell 864-292-8310	Taylors, SC 29687	
*Ketner, Mike & Janet	1309	Hm 423-581-0831	1015 Walters Drive	miketner@gmail.com
1 share (#13)	886-2778	cell 423-231-2062	Morristown, TN 37814	jiketner@hotmail.com

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Ocean Club Emergency Contact List

Torrenca, Dean & Kathleen 2 shares (# 2,3)	"	Hm 703-729-9334 Wk 204-497-2960 cell 703-727-0591 fax 240-497-2990	20412 Altavista Way Ashburn, VA 20147	DTorrenca@Adelphia.net
ROMAC, LLC 1 share (#4) (Jeff & Vida McQuiston, Roma Gineitis)	"	Hm 937-294-4424 cell 937-475-1717	501 Pauley Woods Circle Kettering, OH 45429	Qman5123@aol.com glaws123@aol.com
Lovelace, Earl & Barbara 1 share (#12)	"	Hm 423-288-7509	5906 Gloucester Ct, Dayton OH 4409 Chickasaw Rd. Kingsport, TN 37664	RoRoGin@aol.com eblovelace@charter.net
Barbarito, Nancy 1 share (#10)	"	Hm 423-928-2818	1912 Millbrook Dr. Johnson City, TN 37604	ngbarb@yahoo.com
Rogerson, Carolyn & Jerry 1 share (#9)	"	Hm 843-873-7074 Wk 843-821-4000 cell 843-834-4000	102 Harpers Row Summerville, SC 29438	carolynrogerson@hotmail.com
Webb, Bill & Gwen 1 share (#11)	"	Hm 704-239-0980 wk 704-639-0971	104 Sudley Circle Salisbury, NC 28144	ggwebb@carolina.rr.com
Patterson, Mike & Rebecca 1 share (#5)	"	Hm 931-526-8379 cell 423-231-2062	900 Edwin Rd Cookeville, TN 38501	
Godbee, Alvin & Susan, 1 share 1 share (#6)	"	Hm 770-536-4370	4724 Ben Hill Rd Oakwood, GA30577	sgodbee1@charter.net
Cakmes, Nick & Tina 1 share (#1)	"	Hm 865-690-1154 cell 865-414-7207	1513 Britling Rd Knoxville, TN 37922	cakmes@comcast.net
McHugh, Gary & Sue 1 share (#7)	"	Hm 704-543-1289 cell 704-622-5078	10923 Pound Hill Lane Charlotte, NC 28277	garymch1@yahoo.com
Adams, Billy & Ann 1 share (#8)	"	Hm 865-584-4362 cell 865-250-5446	6537 Northshore Drive Knoxville, TN 37919	anbilad@webtv.net
Adams, Bill & Alison	"	Hm 423-798-9961 Cell 423-620-9265	333 Grapevine Trail Greeneville, TN 37745	adams5adelphia.net adamsb@greenecounty.org
DWD Nathan Bullock 886-2231				
Mike & Janet Ketner, #5 & 12	1310 886-2779	H 423-581-0831 Cell 423-231-2062	1015 Walters Drive Morristown, TN 37814	mketner@charter.net jketner@hotmail.com
John & Pat Whitten, #1 & 2	"	Hm 440-248-0913 cell 440-263-6248	30629 Stillwater Lane Solon, OH 44139	jwhitten@yahoo.com paswhitten@adelphia.net
HSB Architects Jim Streff, Kevin Hengst, Bob Bajko, #3	"	Hm 216-371-0146 Wk 216-586-0229	1250 Old River Rd, Ste 201 Cleveland, OH 44113	jstreff@hsbarch.com bbajko@hsbarch.com
Little, Frank & Jennifer, #4 & 7	"	Hm 855-767-2008 423-587-1987	352 Koasati Road Bean Station, TN 37708	franklr@frontiernet.net jillittle@frontiernet.net
Bridges, Robert & Denise #6	"	Wk 614-766-4275 cell 937-243-8055	4850 Lytfield Drive Dublin, OH 43017	bobbbridges@ctbjlaw.com
Adams, Bill & Alison # 8	"	Hm 423-798-9961 Cell 423-620-9265	333 Grapevine Trail Greeneville, TN 37745	adams5adelphia.net adamsb@greenecounty.org
Keisler, Shafi & Kelly Dickens #9	"	Hm 865-984-8089 Cell 865-414-8089	267 Kings Grant Road Maryville, TN 37804	skeisler@elirion.net kdickens@elirion.net

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Ocean Club Emergency Contact List

Burwell, Jim & Cynthia # 10		Hm 803-709-5588	PO Box 11434	jburwell@scana.com
		Cell 803-609-3717	Columbia, SC 29211-11434	burwellc@bellsouth.net
Patterson, Mike & Rebecca #11	"	Wk 931-526-8379	900 Edwin Rd	
		cell 423-231-2062	Cookeville, TN 38501	
Price, Gary & Connie, # 13	"	Hm 330-656-3818	2691 Parkside Drive	priceparkside@aol.com
		Wk 440-201-3296	Hudson, OH 44236	pricebvi@yahoo.com
DWD Nathan Bullock 886-2231				
(BHF, Inc.) Harte, Catherine B.	1311	Hm 803-648-2904	2 Tupelo Court	hartelaw@aol.com
	886-7925	fax 803-648-2996	Aiken, SC 29803	
		cell 803-215-6505		
brother, Bill Bates		706-738-7333		
DWD Nathan Bullock 886-2231				
886-2231,270-0221				
CR Bard (Barbara Vincelli)	1312	Hm - 908-277-8183		barbara.vincelli@crbard.com
Kevin Phoenix	886-8781			
Patrick, Gardner & Barbara	1401	Hm- same	same	gpatk@bellsouth.net
	886-6981	Fax 886-9581		
KINGSPORT OCEAN CLUB	1402			
Little, Frank & Jennifer (Treasurer)		Hm - 423-587-1230	1230 Daugherty Dr, Morristown, TN.	franklr@charter.net
Findley, Don & Elizabeth	886-6865	Hm - 423-246-3252	524 Lakewood Road, Kingsport TN	
		865-587-2638		
Allen, Steve & Carol	"	Hm - 865-674-0771	2330 Bacon Road	carol0606@aol.com
		wk-800-264-7480x100	Morristown, TN 37813	
Baker, James (Matt) &	"	Matt cell 865-919-0558	1217 Snowdon Dr, Knoxville, TN	
Susan	"	Sus cell 865-219-8407		
Baker, Olivia	"		3736 Arrowhead Trail, Kingsport, TN	obaker@chartertn.net
	"	Hm - 803-796-0545	123 Pine Lane, Cayce SC	
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Ocean Club Emergency Contact List

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Resort Quest	886-2635	Cell 336-391-0498	Winston Salem, NC 27104	
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Emerg: B. H. B. and 828-367-4194				
Emerg: B. H. B. and 828-367-4194		Hm 828-274-3917	5 Stuyvesant Crescent	tomatTLF@aol.com
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Hennon, Jerry	"	Hm 706-673-4133		
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Hennon, Rodney	"	Hm 912-587-5060		
		Wk 912-486-7360		
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		cell 912-481-8159		
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emer 2) Niece Dawn Taylor		864-577-9292		
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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF CRAIG ALAN COURTOIS

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: SEPTEMBER 25, 2007
TIME: 9:00 AM
LOCATION: HUNTON & WILLIAMS
600 Peachtree Street NE
Atlanta, Georgia
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
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6d32be72-2907-4a68-817e-e3b0cc4a0ca3

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF ROBERT D. HOLCOMBE

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
Lowcountry Fireplaces, Inc., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: SEPTEMBER 25, 2007
TIME: 11:30 AM
LOCATION: HUNTON & WILLIAMS
600 Peachtree Street NE
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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF DONALD E. HUNTER, JR.

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: SEPTEMBER 26, 2007
TIME: 9:00 AM
LOCATION: HUNTON & WILLIAMS
600 Peachtree Street NE
Atlanta, Georgia
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF GREG MCKENNA

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: SEPTEMBER 26, 2007
TIME: 3:15 PM
LOCATION: HUNTON & WILLIAMS
600 Peachtree Street NE
Atlanta, Georgia
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
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10 ON BEHALF OF HYDRO-STOP (By Phone):

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF JAMES KENNETH YOUNG

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: SEPTEMBER 25, 2007
TIME: 3:20 PM
LOCATION: HUNTON & WILLIAMS
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REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF KENNETH SCOTT BROWN

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: SEPTEMBER 5, 2008

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF CLYBURN HALL

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAI AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE:

SEPTEMBER 5, 2008

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Transcript of Clyburn Hall

Page 2

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF CAL DUNCAN

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,
Plaintiff,

vs. CASE NO. 06-CP-10-3222
McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: NOVEMBER 13 and 14, 2007
TIME: 3:30 PM (NOVEMBER 13)
LOCATION: FERGUSON, SKIPPER, SHAW, KEYSER,
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1515 Ringling Boulevard, 10th Floor
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Transcript of Cal Duncan

Page 3

1 ON BEHALF OF GENERAL ELECTRIC CO., D/B/A LIGHTHOUSE
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3 BY: ROBERT JORDAN
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5 Charleston, SC 29401

6 ON BEHALF OF STO:

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8 BY: KEITH CRAMER
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10 San Diego, CA 92101

11 ON BEHALF OF HYDRO-STOP (By Phone):

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16 ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE (By
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25 BY: CHAD POTEAT
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1 ON BEHALF OF AMERICAN WARMING AND VENTILATING (By
Phone):

2

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4

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6 ON BEHALF OF KAWNEER (By Phone):

7

8

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15 ON BEHALF OF CHARLESTON GLASS (By Phone):

16

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21 ON BEHALF OF CONCRETE RESTORATION:

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY
DEPOSITION OF CAL DUNCAN
(30)(b)(6)

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,
Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: NOVEMBER 14, 2007
TIME: 11:40 AM
LOCATION: FERGUSON, SKIPPER, SHAW, KEYSER,
BARON & TIRABASSI
1515 Ringling Boulevard, 10th Floor
Sarasota, FL 34236
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
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14 & ROBINSON
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16 BY: CLIFF ROLLINS
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27 ON BEHALF OF CONCRETE RESTORATION:

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78260c8e-b831-4123-b4bc-8cde6164ce4;

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF JOHNNY STRONG

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,
Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: NOVEMBER 13, 2007
TIME: 9:00 AM
LOCATION: FERGUSON, SKIPPER, SHAW, KEYSER,
BARON & TIRABASSI
1515 Ringling Boulevard, 10th Floor
Sarasota, FL 34236
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
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Transcript of Johnny Strong

Page 3

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Transcript of Johnny Strong

Page 5

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF KENDALL JAMISON
(By Telephone)

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAI AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: OCTOBER 23, 2007
TIME: 9:00 AM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
Mount Pleasant, South Carolina
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP

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STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
:
COUNTY OF CHARLESTON) CASE NO. 06-CP-10-3222
DEPOSITION OF ROBERT BYRUM

WILD DUNES OCEAN CLUB)
HORIZONTAL PROPERTY)
REGIME, INC.,)

Plaintiff,)

-versus-)

MCCRORY CONSTRUCTION)
COMPANY, INC., WRIGHT)
PADGETT CHRISTOPHER,)
INC., N/K/A WPC, INC.,)
A/K/A WRIGHT PADGETT &)
ASSOCIATES, INC.,)
MARSHALL CLARKE)
ARCHITECTS, INC., AND ITS)
SUCCESSOR IN INTEREST MCA)
ARCHITECTS, INC., TED)
PADGETT, BULLARD STUCCO &)
PLASTERING, INC., V3)
DESIGN AND PAINTING)
COMPANY, LLC, CHARLESTON)
GLASS & MIRROR COMPANY,)
INC., HYDRO-STOP, INC.,)
MA ROZBITSKY CONSTRUCTION)
COMPANY, INC., SPECTECH)
A/K/A SPECTECH)
WATERPROOFING SYSTEMS,)
INC., STO CORP., KAWNEER)
COMPANY, INC., FABRAL,)
INC., A/K/A FABRAL METAL)
WALL & ROOF SYSTEMS,)
CHEMREX, INC., AND ITS)
SUCCESSOR IN INTEREST)
BASF CORP., CARLISLE)
ROOFING SYSTEMS, INC.,)
A/K/A CARLISLE SYNTEC,)
INC., WR BONSAI CO.,)
N/K/A BONSAI AMERICAN,)
LLC, AMERICAN WARMING AND)
VENTILATION, A MESTEK,)
INC. COMPANY, AND GENERAL)
ELECTRIC COMPANY, D/B/A)

Clark & Associates, Inc.

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1 HOUSEMASTERS, INC.,)
VALCOURT EXTERIOR)
2 BUILDING SERVICES,)
CONCRETE RESTORATIONS,)
3 INC., LOWCOUNTRY CHIMNEY,)
INC., A/K/A LOWCOUNTRY)
4 CHIMNEY SWEEPS, INC., AND)
ITS SUCCESSOR IN)
5 INTEREST, LOWCOUNTRY)
FIREPLACES, INC., ECHERER)
6 PAINTING CONTRACTOR,)
INC., COMMERCIAL CONTRACT)
7 SERVICES, INC., D/B/A)
COMMERCIAL PAINT)
8 SERVICES, AND AQUA SEAL)
MANUFACTURING & ROOFING,)
9 INC., W.P. HICKMAN)
COMPANY, D/B/A HICKMAN)
10 THE LEADING EDGE,)
)
11 Defendants.)

12 -----

13

14

15 DEPOSITION OF: ROBERT BYRUM

16 DATE: Wednesday, October 8, 2008

17 TIME: 8:04 a.m.

18 PLACE: Charley Company
3232 Oak Lake Boulevard
19 Charlotte, North Carolina

20 REPORTED BY: Janice D. Hayward, RMR
NCRA Registered Merit Reporter
21 Clark & Associates, Inc.
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Transcript of Robert Bryum

Page 4

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF JOHN COVER

APRIL 17, 2007

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS; CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION AND GENERAL ELECTRIC CO.,
d/b/a LIGHTHOUSE PRODUCTS,

Defendants.

TIME: 10:31 AM
LOCATION: Hearst Building
Charlotte, North Carolina

REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
NCRA REGISTERED MERIT REPORTER
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Transcript of John Cover

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF STEWART SNYDER

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: JANUARY 28, 2009

TIME: 9:00 AM

Clark & Associates, Inc.

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Transcript of Stewart Snyder

Page 2

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LOCATION: Statesville Roofing
325 Mayo Street
Statesville, North Carolina

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Transcript of Stewart Snyder

Page 4

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ON BEHALF OF MA ROZBITSKY CONSTRUCTION COMPANY:

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Transcript of Matthew Stewart

Page 1

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 06-CP-10-3222
DEPOSITION OF MATTHEW STEWART

WILD DUNES OCEAN CLUB
HORIZONTAL PROPERTY
REGIME, INC.,

Plaintiff,

-versus-

MCCRORY CONSTRUCTION
COMPANY, INC., WRIGHT
PADGETT CHRISTOPHER,
INC., N/K/A WPC, INC.,
A/K/A WRIGHT PADGETT &
ASSOCIATES, INC.,
MARSHALL CLARKE
ARCHITECTS, INC., AND ITS
SUCCESSOR IN INTEREST MCA
ARCHITECTS, INC., TED
PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3
DESIGN AND PAINTING
COMPANY, LLC, CHARLESTON
GLASS & MIRROR COMPANY,
INC., HYDRO-STOP, INC.,
MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH
A/K/A SPECTECH
WATERPROOFING SYSTEMS,
INC., STO CORP., KAWNEER
COMPANY, INC., FABRAL,
INC., A/K/A FABRAL METAL
WALL & ROOF SYSTEMS,
CHEMREX, INC., AND ITS
SUCCESSOR IN INTEREST
BASE CORP., CARLISLE
ROOFING SYSTEMS, INC.,
A/K/A CARLISLE SYNTEC,
INC., WR BONSAL CO.,
N/K/A BONSAL AMERICAN,
LLC, AMERICAN WARMING AND
VENTILATION, A MESTEK,
INC. COMPANY, AND GENERAL
ELECTRIC COMPANY, D/B/A

Clark & Associates, Inc.

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438

447

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1 HOUSEMASTERS, INC.,)
2 VALCOURT EXTERIOR)
3 BUILDING SERVICES,)
4 CONCRETE RESTORATIONS,)
5 INC., LOWCOUNTRY CHIMNEY,)
6 INC., A/K/A LOWCOUNTRY)
7 CHIMNEY SWEEPS, INC., AND)
8 ITS SUCCESSOR IN)
9 INTEREST, LOWCOUNTRY)
10 FIREPLACES, INC., ECHERER)
11 PAINTING CONTRACTOR,)
12 INC., COMMERCIAL CONTRACT)
13 SERVICES, INC., D/B/A)
14 COMMERCIAL PAINT)
15 SERVICES, AND AQUA SEAL)
16 MANUFACTURING & ROOFING,)
17 INC., W.P. HICKMAN)
18 COMPANY, D/B/A HICKMAN)
19 THE LEADING EDGE,)
20)
21)
22)
23)
24)
25)
Defendants.)

13
14

15 DEPOSITION OF: MATTHEW STEWART
16 DATE: Wednesday, October 8, 2008
17 TIME: 2:12 p.m.
18 PLACE: Charley Company
3232 Oak Lake Boulevard
19 Charlotte, North Carolina
20 REPORTED BY: Janice D. Hayward, RMR
NCRA Registered Merit Reporter
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Transcript of Matthew Stewart

Page 3

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Transcript of Matthew Stewart

Page 4

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF RICHARD MICHAEL APFEL

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: OCTOBER 27, 2008

TIME: 8:30 AM

Clark & Associates, Inc.

843.762.8629

442

1

2 LOCATION: Hilton Charlotte Executive Park
3 5624 West Park Drive
4 Charlotte, North Carolina

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5 REPORTED BY: DARAH NEKOLA, court reporter
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(By phone)

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF MARTIN BRIAN HALL, III

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: OCTOBER 27, 2008

TIME: 11:30 AM

Clark & Associates, Inc.
843.762.6294

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LOCATION: Hilton Charlotte Executive Park
5624 West Park Drive
Charlotte, North Carolina

REPORTED BY: DARAH NEKOLA, court reporter
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1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

3 LAW OFFICE OF JUSTIN O'TOOLE LUCEY
4 BY: JEFFREY SCHWARTZ
415 Mill Street
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7 ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

8 RICHARDSON, PLOWDEN, CARPENTER
& ROBINSON
9 BY: C. CLIFF ROLLINS
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10 Columbia, SC 29201

12 ON BEHALF OF BASF:

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16 (By phone)

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18 BROWN & BREHMER
19 BY: ELY GROTE
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(By phone)

22 ON BEHALF OF CHARLESTON GLASS:

23 MCANGUS, GOUDELOCK, AND COURIE
24 BY: EDWARD RAWL
700 Gervais Street
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25 Columbia, SC 29211

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2 ON BEHALF OF VALCOURT:

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BARNWELL, WHALEY, PATTERSON,
AND HELMS, LLC
BY: BARBARA J. WAGNER, PH.D
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(By phone)

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8 ON BEHALF OF SPECTECH:

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PRATT-THOMAS WALKER
BY: FRANCIS ERVIN
116 Charlotte Street
Charleston, SC 29403
(By phone)

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13 ON BEHALF OF MA ROZBITSKY CONSTRUCTION COMPANY:

14

WILKES BOWERS, P.A.
BY: MELISSA NICHOLS
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Suite 200
Spartanburg, SC 29306
(By phone)

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ON BEHALF OF HOUSEMASTERS:

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YOUNG CLEMENT RIVERS
BY: ALISON DURGEE
28 Broad Street
Charleston, SC 29401
(By phone)

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF JOHN HARMON

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAI AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: OCTOBER 27, 2008

TIME: 3:00 PM

Clark & Associates, Inc.
843.752.6294

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Transcript of John Harmon

Page 2

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LOCATION: Hilton Charlotte Executive Park
5624 West Park Drive
Charlotte, North Carolina

REPORTED BY: DARAH NEKOLA, court reporter
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460

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1 A P P E A R A N C E S

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7 ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

8 RICHARDSON, FLOWDEN, CARPENTER
& ROBINSON
9 BY: C. CLIFF ROLLINS
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ON BEHALF OF BASF:

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(By phone)

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ON BEHALF OF BONSAI:

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ON BEHALF OF CHARLESTON GLASS:

26

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MCANGUS, GOUDELOCK, AND COURIE
BY: EDWARD RAWL
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2 ON BEHALF OF VALCOURT:

3

BARNWELL, WHALEY, PATTERSON,
AND HELMS, LLC

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BY: BARBARA J. WAGNER, PH.D

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ON BEHALF OF SPECTECH:

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PRATT-THOMAS WALKER

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BY: FRANCIS ERVIN

116 Charlotte Street

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Charleston, SC 29403

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(By phone)

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ON BEHALF OF MA ROZBITSKY CONSTRUCTION COMPANY:

14

WILKES BOWERS, P.A.

15

BY: MELISSA NICHOLS

127 Dunbar Street

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Suite 200

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Spartanburg, SC 29306

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ON BEHALF OF HOUSEMASTERS:

19

YOUNG CLEMENT RIVERS

20

BY: ALISON DURGEE

28 Broad Street

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Charleston, SC 29401

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(By phone)

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF CHARLES T. HODGES

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: OCTOBER 28, 2008

TIME: 3:00 PM

Clark & Associates, Inc.

843.762-6294

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2

LOCATION: Hilton Charlotte Executive Park
5624 West Park Drive
Charlotte, North Carolina

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1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

3 LAW OFFICE OF JUSTIN O'TOOLE LUCEY
4 BY: JEFFREY SCHWARTZ
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& ROBINSON
9 BY: TRAVIS VANCE
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ON BEHALF OF BASF:

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ON BEHALF OF BONSAI:

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BY: SHAUN CRANFORD
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22 ON BEHALF OF CHARLESTON GLASS:

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1 ON BEHALF OF VALCOURT:

2 BARNWELL, WHALEY, PATTERSON,
3 AND HELMS, LLC
4 BY: BARBARA J. WAGNER, PH.D
5 885 Island Park Drive
6 Charleston, SC 29492
7 (By phone)

8 ON BEHALF OF SPECTECH:

9 PRATT-THOMAS WALKER
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11 116 Charlotte Street
12 Charleston, SC 29403
13 (By phone)

14 ON BEHALF OF MA ROZBITSKY CONSTRUCTION COMPANY:

15 WILKES BOWERS, P.A.
16 BY: MELISSA NICHOLS
17 127 Dunbar Street
18 Suite 200
19 Spartanburg, SC 29306
20 (By phone)

21 ON BEHALF OF HOUSEMASTERS:

22 YOUNG CLEMENT RIVERS
23 BY: ALISON DURGEE
24 28 Broad Street
25 Charleston, SC 29401
(By phone)

ON BEHALF OF WRIGHT PADGETT, MARSHALL CLARKE:

ROBERTSON & HOLLINGSWORTH
BY: ROBERT J. CARDILLO
177 Meeting Street
Suite 300

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF GRAEME KEITH

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH, a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: OCTOBER 28, 2008

TIME: 8:30 AM

Clark & Associates, Inc.

84.762.6294

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LOCATION: Hilton Charlotte Executive Park
5624 West Park Drive
Charlotte, North Carolina

REPORTED BY: DARAH NEKOLA, court reporter
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3 LAW OFFICE OF JUSTIN O'TOOLE LUCEY
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7 ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

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& ROBINSON
9 BY: TRAVIS VANCE
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ON BEHALF OF BASF:

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ON BEHALF OF BONSAI:

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(By phone)

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22 ON BEHALF OF CHARLESTON GLASS:

23 MCANGUS, GOUDELOCK, AND COURIE
BY: EDWARD RAWL
24 700 Gervais Street
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25 Columbia, SC 29211

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ON BEHALF OF VALCOURT:

BARNWELL, WHALEY, PATTERSON,
AND HELMS, LLC
BY: BARBARA J. WAGNER, PH.D
885 Island Park Drive
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(By phone)

ON BEHALF OF SPECTECH:

PRATT-THOMAS WALKER
BY: FRANCIS ERVIN
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Charleston, SC 29403
(By phone)

ON BEHALF OF MA ROZBITSKY CONSTRUCTION COMPANY:

WILKES BOWERS, P.A.
BY: MELISSA NICHOLS
127 Dunbar Street
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Spartanburg, SC 29306

ON BEHALF OF HOUSEMASTERS:

YOUNG CLEMENT RIVERS
BY: ALISON DURGEE
28 Broad Street
Charleston, SC 29401
(By phone)

461

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF SANDRA MADISON

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT PADGETT &
ASSOCIATES, INC., MARSHALL CLARKE ARCHITECTS, INC., and its
Successor in Interest MCA ARCHITECTS, INC., TED PADGETT,
BULLARD STUCCO & PLASTER, INC., V3 DESIGN AND PAINTING
COMPANY, LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION COMPANY, INC.,
SPECTECH a/k/a/ SPECTECH WATERPROOFING SYSTEMS INC., STO
CORP, KAWNEER COMPANY, INC., FABRAL, INC., a/k/a FABRAL
METAL WALL & ROOF SYSTEMS, CHEMREX, INC., and its Successor
in Interest BASF CORP., CARLISLE ROOFING SYSTEMS, INC.,
a/k/a CARLISLE SYNTEC, INC., WR BONSAI CO., n/k/a BONSAI
AMERICAN, LLC, AMERICAN WARMING AND VENTILATION, a MESTEK,
INC. COMPANY, and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR BUILDING
SERVICES, CONCRETE RESTORATIONS, INC., LOWCOUNTRY CHIMNEY,
INC., a/k/a LOWCOUNTRY CHIMNEY SWEEPS, INC., and its
Successor in Interest, LOWCOUNTRY FIREPLACES, INC., ECHERER
PAINTING CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA SEAL
MANUFACTURING & ROOFING, INC., W.P. HICKMAN COMPANY, d/b/a
HICKMAN THE LEADING EDGE,

Defendants.

DATE: September 3, 2008
TIME: 8:00 A.M.
LOCATION: ASHEVILLE RENAISSANCE HOTEL
31 Woodfin Avenue, Berkeley Room
Asheville, North Carolina 28801

REPORTED BY: TERI L. HORIHAN, RPR
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A P P E A R A N C E S

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ON BEHALF OF BASF:

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BY: JONATHAN ROQUEMORE (via telephone)
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ON BEHALF OF AQUASEAL:

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BY: SAM HANAFI (via telephone)
8 Cumberland Street
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ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE:

ROBERTSON & HOLLINGSWORTH
BY: ROB CARDILLO (via telephone)
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ON BEHALF OF BONSAI:

BROWN & BREHMER
BY: ELY GROTE (via telephone)
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1 ON BEHALF OF ROZBITSKY CONSTRUCTION:

2 WILKES & BOWERS

3 BY: MELISSA M. NICHOLS (via telephone)

4 101 St. Johns Street, Suite 200

5 Spartanburg, SC 29306

6 ON BEHALF OF CHARLESTON GLASS:

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8 BY: CHARLES "BO" WILLIAMS (via telephone)

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11 Columbia, SC 29202

12 ON BEHALF OF VALCOURT:

13 BARNWELL, WHALEY, PATTERSON & HELMS

14 BY: BARBARA WAGNER (via telephone)

15 885 Island Park Drive

16 Charleston, SC 29492

17 ON BEHALF OF COMMERCIAL PAINTING SERVICES:

18 LYLES & LYLES

19 BY: KELLY WEST (via telephone)

20 342 East Bay Street

21 Charleston, SC 29403

22 ON BEHALF OF ECHERER PAINTING:

23 LYLES & LYLES

24 BY: ALLEN LELAND DUPRE (via telephone)

25 342 East Bay Street

26 Charleston, SC 29401

27 ON BEHALF OF HOUSEMASTERS:

28 YOUNG CLEMENT RIVERS

29 BY: JOE DaPORE

30 28 Broad Street

31 Charleston, SC 29401

1 ON BEHALF OF SPECTECH:

2 PRATT-THOMAS WALKER
3 BY: FRANCIS M. ERVIN, II (via telephone)
4 116 Charlotte Street
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5 ON BEHALF OF AMERICAN WARMING AND VENTILATING:

6 PRITCHARD & ELLIOTT
7 BY: THOMAS PRITCHARD (via telephone)
8 8 Cumberland Street
Charleston, SC 29401

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF FRANK REID

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT PADGETT &
ASSOCIATES, INC., MARSHALL CLARKE ARCHITECTS, INC., and its
Successor in Interest MCA ARCHITECTS, INC., TED PADGETT,
BULLARD STUCCO & PLASTER, INC., V3 DESIGN AND PAINTING
COMPANY, LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION COMPANY, INC.,
SPECTECH a/k/a/ SPECTECH WATERPROOFING SYSTEMS INC., STO
CORP, KAWNEER COMPANY, INC., FABRAL, INC., a/k/a FABRAL
METAL WALL & ROOF SYSTEMS, CHEMREX, INC., and its Successor
in Interest BASF CORP., CARLISLE ROOFING SYSTEMS, INC.,
a/k/a CARLISLE SYNTEC, INC., WR BONSAI CO., n/k/a BONSAI
AMERICAN, LLC, AMERICAN WARMING AND VENTILATION, a MESTEK,
INC. COMPANY, and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR BUILDING
SERVICES, CONCRETE RESTORATIONS, INC., LOWCOUNTRY CHIMNEY,
INC., a/k/a LOWCOUNTRY CHIMNEY SWEEPS, INC., and its
Successor in Interest, LOWCOUNTRY FIREPLACES, INC., ECHERER
PAINTING CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA SEAL
MANUFACTURING & ROOFING, INC., W.P. HICKMAN COMPANY, d/b/a
HICKMAN THE LEADING EDGE,

Defendants.

DATE: September 3, 2008
TIME: 12:00 P.M.
LOCATION: ASHEVILLE RENAISSANCE HOTEL
31 Woodfin Avenue, Berkeley Room
Asheville, North Carolina 28801

REPORTED BY: TERI L. HORIHAN, RPR
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1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

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8 BY: C. CLIFF ROLLINS
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10 ON BEHALF OF BASF:

11 TURNER PADGET GRAHAM & LANEY
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14 ON BEHALF OF AQUASEAL:

15 PRITCHARD & ELLIOTT
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18 ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE:

19 ROBERTSON & HOLLINGSWORTH
20 BY: ROB CARDILLO (via telephone)
21 177 Meeting Street, Suite 300
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22 ON BEHALF OF BONSAI:

23 BROWN & BREHMER
24 BY: ELY GROTE (via telephone)
25 1720 Main Street, Suite 201

Transcript of Frank Reid

Page 3

1 ON BEHALF OF ROZBITSKY CONSTRUCTION:

2 WILKES & BOWERS

3 BY: MELISSA M. NICHOLS (via telephone)
4 101 St. Johns Street, Suite 200
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6 ON BEHALF OF CHARLESTON GLASS:

7 MCANGUS GOUDELOCK & COURIE

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12 ON BEHALF OF VALCOURT:

13 BARNWELL, WHALEY, PATTERSON & HELMS

14 BY: BARBARA WAGNER (via telephone)
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16 Charleston, SC 29492

17 ON BEHALF OF COMMERCIAL PAINTING SERVICES:

18 LYLES & LYLES

19 BY: KELLY WEST (via telephone)
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22 ON BEHALF OF ECHERER PAINTING:

23 LYLES & LYLES

24 BY: ALLEN LELAND DUPRE (via telephone)
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Charleston, SC 29401

ON BEHALF OF HOUSEMASTERS:

YOUNG CLEMENT RIVERS

BY: JOE DaPORE
28 Broad Street
Charleston, SC 29401

Transcript of Frank Reid

Page 4

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Clark & Associates, Inc.
843.762.6294

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STATE OF SOUTH CAROLINA

DISTRICT COURT

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.

Plaintiff,

vs.

File No.

McCRORY CONSTUCTION, et al.

Defendants.

DEPOSITION OF

JOHN DAVIS

13 March 2007

12:00 noon

Taken March 13, 2007 By Paula E. Berg

1 DEPOSITION of JOHN DAVIS, taken
2 pursuant to Notice and agreement of and between
3 counsel, at 501 Marquette Avenue, Suite 1404,
4 Minneapolis, Minnesota 55402, at approximately
5 12:00 o'clock noon on March 13, 2007, before Paula
6 E. Berg, Notary Public, County of Anoka, State of
7 Minnesota, to be used in the above-entitled cause.

8

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF THOMAS KEHR
GE LIGHTHOUSE 30(b)(6)
(By Video Conference)
January 15, 2008

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
Lowcountry Fireplaces, Inc., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

TIME: 10:00 AM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON CASE NO.: 2006-CP-10-3222

Wild Dunes Ocean Club Horizontal
Property Regime, Inc.,
Plaintiff

v.

McCrory Construction Company, Inc.,
Wright Padgett Christopher, Inc., n/k/a
WPC, Inc., a/k/a Wright Padgett &
Associates, Inc., Marshall Clarke
Architects, Inc., and its Successor in
Interest MCA Architecture, Inc.,
Ted Padgett, Bullard Stucco & Plastering,
Inc., n/k/a The Bullard Group, Inc., V3
Design and Painting Company, LLC,
Charleston Glass & Mirror Company, Inc.,
a/k/a Charleston Glass Company,
Hydro-Stop, Inc., M.A. Rozbitsky
Construction Company, Inc., n/k/a
MAR Construction Company, Inc.,
Spectech a/k/a Spectech Waterproofing
Systems, Inc., a/k/a Spectech Systems
Corporation, STO Corp., Kawneer
Company, Inc., Fabral, Inc., a/k/a Fabral
Metal Wall & Roof Systems;
Chemrex, Inc., and its Successor in
Interest BASF Corporation, Carlisle
Roofing Systems, Inc., a/k/a Carlisle
SynTec, Incorporated, W.R. Bonsal Co.
n/k/a Bonsal American, LLC, American
Warming and Ventilating, a Mestek, Inc.,
Company, General Electric Co. d/b/a
Lighthouse Products, Housemasters, Inc.,
Valcourt Exterior Buildings Services,
Concrete Restorations, Inc., Lowcountry
Chimney, Inc., a/k/a Lowcountry Chimney
Sweeps, Inc., and its Successor in Interest,
Lowcountry Fireplaces, Inc., Echerer
Painting Contractor, Inc., Commercial
Contract Services, Inc., d/b/a Commercial
Paint Services, Aqua Seal Manufacturing
& Roofing, Inc., W.P. Hickman, d/b/a
Hickman The Leading Edge,

Defendants.

Sclafani Williams Court Reporters, Inc.

1- (866)-SLT-DEPO (738-3376)

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7 DEPOSITION OF THOMAS KEHR
8 (Continued from January 15, 2008)
9
10

11 Taken on Behalf of the Plaintiff
12

13 DATE TAKEN: May 6, 2008

14 TIME: 11:15 a.m. - 2:45 p.m.

15 PLACE: Sclafani Williams Court Reporters
16 128 Live Oak Avenue
17 Daytona Beach, Florida
18
19
20
21
22
23

24 Stenographically Reported by:
25 Julie L. Weston
Registered Professional Reporter

Sclafani Williams Court Reporters, Inc.

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(Continued)

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Sclafani Williams Court Reporters, Inc..

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Allan Mosloski - 4/17/2008

Wild Dunes Ocean Club, et al v. McCrory Construction Company, Inc., et al

Page 1

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Wild Dunes Ocean Club
Horizontal Property Regime, Inc.,
Plaintiff,

-vs-

Case No. 2006-CP-10-3222

McCrory Construction Company, Inc.;
Wright Padgett Christopher, Inc., n/k/a WPC, Inc.,
a/k/a Wright Padgett & Associates, Inc.;
Marshall Clarke Architects, Inc. and its Successor
in Interest MCA Architecture, Inc.; Ted Padgett;
Bullard Stucco & Plastering, Inc., n/k/a
The Bullard Group, Inc.; V3 Design and Painting
Company, LLC; Charleston Glass & Mirror Company,
Inc., a/k/a Charleston Glass Company;
Hydro-Stop, Inc.; M.A. Rozbitsky Construction
Company, Inc., n/k/a MAR Construction Company,
Inc.; Spectech, a/k/a Spectech Systems
Corporation; STO Corp.; Kawneer Company, Inc.;
Fabral, Inc., a/k/a Fabral Metal Wall & Roof
Systems; ChemRex, Inc., and its Successor in
Interest BASF Corporation; Carlisle Roofing
Systems, Inc., a/k/a Carlisle SynTec,
Incorporated; W.R. Bonsal Co., n/k/a
Bonsal American, LLC; American Warming and
Ventilating, a Mestek, Inc. Company; General
Electric Co., d/b/a Lighthouse Products;
Housemasters, Inc.; Valcourt Exterior Building
Services; Concrete Restorations, Inc.; Lowcountry
Chimney, Inc., a/k/a Lowcountry Chimney Sweeps,
Inc. and its Successor in Interest Lowcountry
Fireplaces, Inc.; Echerer Painting Contractor,
Inc.; Commercial Contract Services, Inc., d/b/a
Commercial Paint Services and Aqua Seal
Manufacturing & Roofing, Inc.; W.P. Hickman
Company, d/b/a Hickman The Leading Edge,

Defendants.

DEPOSITION OF ALAN MOSLOSKI

DATE TAKEN: 4/17/08 BY: Amy L. Larson, RPR

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Associates; and Marshall Clarke Architects, Inc.

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And its Successor in Interest MCA Architects,

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Inc.

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF STACY CAGLE
(By Video Conference)

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,
Defendants.

DATE: DECEMBER 6, 2007
TIME: 10:00 AM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
Mount Pleasant, South Carolina
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP

Clark & Associates, Inc.

843.762.6294

490

1 NCRA REGISTERED MERIT REPORTER
2 CLARK & ASSOCIATES, INC.
3 843.762.6294
4 WWW.CLARK-ASSOCIATES.COM
5 Lynn@Clark-Associates.com

6 A P P E A R A N C E S

7 ON BEHALF OF THE PLAINTIFF:

8 LAW OFFICE OF JUSTIN O'TOOLE LUCEY
9 BY: AMY MEYER
10 415 Mill Street
11 Mount Pleasant, SC 29464

12 ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

13 RICHARDSON, PLOWDEN, CARPENTER
14 & ROBINSON
15 BY: E. CLIFF ROLLINS
16 1900 Barnwell Street
17 Columbia, SC 29201

18 ON BEHALF OF BASF (By Telephone):

19 TURNER PADGET GRAHAM & LANEY
20 BY: JONATHAN ROQUEMORE
21 1901 Main Street, 17th Floor
22 PO Box 1473
23 Columbia, SC 29202

24 ON BEHALF OF CHARLESTON GLASS (By Telephone):

25 MCANGUS GOUDELOCK & COURIE
BY: EDWARD RAWL
700 Gervais Street, Suite 300
PO Box 12519
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ON BEHALF OF AQUASEAL (By Telephone):

PRITCHARD & ELLIOTT
BY: JAMES ELLIOTT
8 Cumberland Street
Charleston, SC 29401

1 ON BEHALF OF GENERAL ELECTRIC CO., D/B/A LIGHTHOUSE
(By Telephone):

2

3 NELSON MULLINS RILEY & SCARBOROUGH
4 BY: RYAN EARHART
5 151 Meeting Street, Suite 600
6 Charleston, SC 29401

7

8 ON BEHALF OF STO:

9

10 HALIO & HALIO
11 BY: ANDREW HALIO
12 13 North Adgers Wharf
13 Charleston, SC 29401

14

15 ON BEHALF OF HYDRO-STOP (By Telephone):

16

17 YOUNG CLEMENT RIVERS
18 BY: M. BRITTAIN TRAVIS
19 28 Broad Street
20 Charleston, SC 29401

21

22 ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE (By
23 Telephone):

24

25 ROBERTSON & HOLLINGSWORTH
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27 ON BEHALF OF BONSAI (By Telephone):

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29 BROWN & BREHMER
30 BY: ELY GROTE
31 1720 Main Street, Suite 201
32 Columbia, SC 29201-2850

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34 ON BEHALF OF ROZBITSKY CONSTRUCTION:

35

36 WOODS & GIVENS
37 BY: WILLIAM WOODS
38 PO Box 2444
39 Lexington, SC 29071

40

1 ON BEHALF OF AMERICAN WARMING AND VENTILATING (By
Telephone):

2

3 PRITCHARD & ELLIOTT
4 BY: JOHN HAYES
5 8 Cumberland Street
6 Charleston, SC 29401

7

8 ON BEHALF OF CONCRETE RESTORATION (By
Telephone):

9

10 AIKEN BRIDGES
11 BY: PRESTON DAWKINS
12 181 East Evans Street
13 Florence, SC 29506

14 ON BEHALF OF CARLISLE ROOFING (By Telephone):

15 WELLS JENKINS LUCAS & JENKINS
16 BY: ELLIS B. DREW, III
17 155 Sunnynoll Court
18 Winston-Salem, NC

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20 ON BEHALF OF VALCOURT (By Telephone):

21 TAYLOR PENRY RASH & RIEMANN
22 BY: BRIAN E. WOLFE
23 2539 Perimeter Parkway
24 Suite 360
25 Charlotte, NC 28208

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27 ON BEHALF OF V3 DESIGNS (By Telephone):

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29 CLAWSON & STAUBES
30 BY: JEFFREY A. ROSS
31 126 Seven Farms Road
32 Charleston, SC 29492

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34 ON BEHALF OF LOWCOUNTRY CHIMNEY SWEEPS (By
Telephone):

35

36 SWEENEY WINGATE & BARROW
37 BY: CHRISTY MAHON
38 PO Box 12129
39 Columbia, SC 29211

40

1 ON BEHALF OF WP HICKMAN (By Video Conference):

2 MURPHY & GRANTLAND
3 BY: CHARLES BLACKBURN
4 4406-B Forest Drive
5 Columbia, SC 29206

6 ON BEHALF OF FABRAL (By Telephone):

7 MCANGUS GOUDELOCK & COURIE
8 BY: ANDREW DELANEY
9 700 Gervais Street, Suite 300
10 PO Box 12519
11 Columbia, SC 29202

12 ON BEHALF OF COMMERCIAL PAINTING (By Phone):

13 LYLES & LYLES
14 BY: KELLY WEST
15 342 East Bay Street
16 Charleston, SC 29403

17 ON BEHALF OF ECHERER PAINTING (By Phone):

18 LYLES & LYLES
19 BY: WILLIAM LYLES
20 342 East Bay Street
21 Charleston, SC 29403

22 ON BEHALF OF HOUSEMASTERS (By Telephone):

23 YOUNG CLEMENT RIVERS
24 BY: ALISON DURGEE
25 28 Broad Street
Charleston, SC 29401

ON BEHALF OF BULLARD STUCCO (By Telephone):

ELLIS, LAWHORNE & SIMS
BY: GENEVIEVE WALLER
1501 Main Street, 5th Floor
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Columbia, SC 29202

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF BARBARA L. WILLIAMS, AIA
VOLUME 3 - JUNE 1, 2009 (BY VIDEO CONFERENCE)

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSALE AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION, a MESTEK, INC. COMPANY,
and GENERAL ELECTRIC CO., d/b/a LIGHTHOUSE
PRODUCTS, HOUSEMASTERS, INC., VALCOURT EXTERIOR
BUILDING SERVICES, CONCRETE RESTORATIONS, INC.,
LOWCOUNTRY CHIMNEY, INC., a/k/a LOWCOUNTRY CHIMNEY
SWEEPS, INC., and its Successor in Interest,
LOWCOUNTRY FIREPLACES, INC., ECHERER PAINTING
CONTRACTOR, INC., COMMERCIAL CONTRACT SERVICES,
INC., d/b/a COMMERCIAL PAINT SERVICES, and AQUA
SEAL MANUFACTURING & ROOFING, INC., W.P. HICKMAN
COMPANY, d/b/a HICKMAN THE LEADING EDGE,

Defendants.

DATE: BARBARA WILLIAMS VOLUME 2
TIME: 9:00 AM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
Mount Pleasant, South Carolina

Clark & Associates, Inc.

843.762.6294

495

1 REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
2 NCRA REGISTERED MERIT REPORTER
3 CLARK & ASSOCIATES, INC..
4 843.762.6294
5 WWW.CLARK-ASSOCIATES.COM
6 Lynn@Clark-Associates.com

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

7 LAW OFFICE OF JUSTIN O'TOOLE LUCEY
8 BY: JUSTIN LUCEY
9 415 Mill Street
10 Mount Pleasant, SC 29464

ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

11 RICHARDSON, PLOWDEN, CARPENTER
12 & ROBINSON
13 BY: C. CLIFF ROLLINS
14 1900 Barnwell Street
15 Columbia, SC 29201

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16 WOODS & GIVENS
17 BY: WILLIAM WOODS
18 PO Box 2444
19 Lexington, SC 29071

20 WILKES & BOWERS
21 BY: MICHAEL B. T. WILKES
22 101 St. Johns Street
23 Suite 200
24 Spartanburg, SC 29306

ON BEHALF OF CHARLESTON GLASS:

25 COLLINS & LACY
26 BY: CHRISTOPHER ADAMS
27 PO BOX 12487
28 Columbia, SC 29211

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MCANGUS GOUDELOCK & COURIE
BY: CHARLES "BO" WILLIAMS
700 Gervais Street, Suite 300
PO Box 12519
Columbia, SC 29202

ON BEHALF OF HOUSEMASTERS:

YOUNG CLEMENT RIVERS
BY: JOSEPH DAPORE
28 Broad Street
Charleston, SC 29401

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF JOSEPH SKENDER
(By Videoconference)
APRIL 16, 2007

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

MCCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS, CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAL AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION AND GENERAL ELECTRIC CO.,
d/b/a LIGHTHOUSE PRODUCTS,

Defendants.

TIME: 10:00 AM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
Mount Pleasant, South Carolina
REPORTED BY: J. LYNN CLARK, CSR(Iowa) RPR-CP
NCRA REGISTERED MERIT REPORTER
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A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

LAW OFFICE OF JUSTIN O'TOOLE LUCEY

BY: JUSTIN O'TOOLE LUCEY

BY: AMY MEYER

415 Mill Street

Mount Pleasant, SC 29464

ON BEHALF OF THE DEFENDANT MCCRORY CONSTRUCTION:

RICHARDSON, PLOWDEN, CARPENTER

& ROBINSON

BY: EMILY GIFFORD

1900 Barnwell Street

Columbia, SC 29201

ON BEHALF OF BASF:

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BY: JONATHAN ROQUEMORE

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ON BEHALF OF FABRAL (By Video Conference):

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ON BEHALF OF HOUSEMASTERS:

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BY: ALISON D. DURGEE

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adurgEE@ycrlaw.com

1 ON BEHALF OF GENERAL ELECTRIC CO., D/B/A
2 LIGHTHOUSE:

3 NELSON MULLINS RILEY & SCARBOROUGH
4 BY: ROBERT WHALEN
5 151 Meeting Street, Suite 600
6 Charleston, SC 29401
7 ryan.earhart@nelsonmullins.com

8 ON BEHALF OF STO:

9 HALIO & HALIO
10 BY: ANDREW S. HALIO
11 13 North Adgers Wharf
12 Charleston, SC 29401

13 ON BEHALF OF HYDRO-STOP:

14 YOUNG CLEMENT RIVERS
15 BY: M. BRITTAIN TRAVIS
16 28 Broad Street
17 Charleston, SC 29401
18 btravis@ycrlaw.com

19 ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE:

20 ROBERTSON & HOLLINGSWORTH
21 BY: JOHN FARRELL
22 177 Meeting Street, Suite 300
23 Charleston, SC 29401

24 ON BEHALF OF BONSAI:

25 BROWN & BREHMER
BY: AUSTEN HOOD
1720 Main Street, Suite 201
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ON BEHALF OF ROZBITSKY CONSTRUCTION:

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Lexington, SC 29071

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25

ON BEHALF OF AMERICAN WARMING AND VENTILATING:

PRITCHARD & ELLIOTT
BY: THOMAS PRITCHARD
8 Cumberland Street
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ON BEHALF OF KAWNEER:

HUNTON & WILLIAMS
BY: THOMAS K. JOHNSTONE
Riverfront Plaza, East Tower
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ON BEHALF OF BULLARD STUCCO:

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ON BEHALF OF CARLISLE ROOFING:

WELLS JENKINS LUCAS & JENKINS
BY: MICHAEL WELLS
155 Sunnynoll Court
Suite 200
Winston-Salem, NC 27106

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF PAUL ABRAHAMSON
(By Video Conference)
MARCH 26, 2007

WILD DUNES OCEAN CLUB HORIZONTAL
PROPERTY REGIME, INC.,

Plaintiff,

vs.

CASE NO. 06-CP-10-3222

McCRORY CONSTRUCTION COMPANY, INC., WRIGHT PADGETT
CHRISTOPHER, INC., n/k/a WPC, INC., a/k/a WRIGHT
PADGETT & ASSOCIATES, INC., MARSHALL CLARKE
ARCHITECTS, INC., and its Successor in Interest MCA
ARCHITECTS, INC., TED PADGETT, BULLARD STUCCO &
PLASTERING, INC., V3 DESIGN AND PAINTING COMPANY,
LLC, CHARLESTON GLASS & MIRROR COMPANY, INC.,
HYDRO-STOP, INC., MA ROZBITSKY CONSTRUCTION
COMPANY, INC., SPECTECH a/k/a/ SPECTECH
WATERPROOFING SYSTEMS INC., STO CORP, KAWNEER
COMPANY, INC., FABRAL, INC., a/k/a FABRAL METAL
WALL & ROOF SYSTEMS; CHEMREX, INC., and its
Successor in Interest BASF CORP., CARLISLE ROOFING
SYSTEMS, INC., a/k/a CARLISLE SYNTEC, INC., WR
BONSAL CO., n/k/a BONSAI AMERICAN, LLC, AMERICAN
WARMING AND VENTILATION AND GENERAL ELECTRIC CO.,
d/b/a LIGHTHOUSE PRODUCTS,

Defendants.

TIME: 1:15 PM
LOCATION: LAW OFFICE OF JUSTIN O'TOOLE LUCEY
415 Mill Street
Mount Pleasant, South Carolina
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BY: JUSTIN O'TOOLE LUCEY

BY: AMY MEYER

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& ROBINSON

BY: EMILY GIFFORD

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ON BEHALF OF BASF (By Video Conference):

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ON BEHALF OF FABRAL:

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BY: ALISON D. DURGEE

BY: JOSEPH DAPORE

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1 ON BEHALF OF GENERAL ELECTRIC CO., D/B/A
2 LIGHTHOUSE:

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4 BY: RYAN A. EARHART
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9 HALIO & HALIO
10 BY: ANDREW HALIO
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12 Charleston, SC 29401

13 ON BEHALF OF HYDROSTOP:

14 Young CLEMENT RIVERS
15 BY: M. BRITTAIN TRAVIS
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17 Charleston, SC 29401
18 btravis@ycrlaw.com

19 ON BEHALF OF WRIGHT PADGETT AND MARSHALL CLARKE:

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24 ON BEHALF OF BONSAI:

25 BROWN & BREHMER
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ON BEHALF OF ROZBITSKY CONSTRUCTION:

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ON BEHALF OF AMERICAN WARMING AND VENTILATING:

PRITCHARD & ELLIOTT
BY: THOMAS PRITCHARD
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ON BEHALF OF KAWNEER:

PIERCE HERNS SLOAN & MCLEOD
BY: SONALY K. HENDRICKS
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Company Demographics & License Information

[SCDOI Connect Login](#)

Company & License Information

- ? Company Name: BUILDERS MUTUAL INS CO
- ? SC Company Code: 144013
- ? Statutory Home Office 5580 Centerview Drive
Address: Raleigh, NC27606
- ? Mailing Address: P.O.BOX 150005
RALEIGH, NC27624-0000

Company Links

[View
Licensed/View
Closed
Complaint
Summary](#)
[View Licensed/
Appointed
Producers by
City](#)

Contact Information

- ? Phone Number: 919-845-1976
- ? Toll Free Number: 800-809-4858
- ? Fax Number: 919-845-9382
- ? Web Address: www.buildersmutual.com

Other Information

- ? NAIC Code: 10844
- ? FEIN Code: 562046050
- ? NAIC Group Number:
- ? Organization Type: Corporation
- ? Year Organized: 1997
- ? State of Domicile: NC

License Information

- ? Company Type: Mutual (P&C)
- ? License Effective Date: 10/09/2000
- ? License Status: Active
- ? Number of Producers 0 - General
Appointed by Category: 535 - Local
0 - Special
0 - Travel Baggage
- ? Unlimited Authorities: 22-Property, 23-Casualty, 24-Surety, 25-Marine

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[Return to Search Criteria](#)

Results Found: 3

Results Shown: 1-3

Company Name ?	SC Company Code ?	Company Type ?	Status ?	NAIC Code ?	City, State ?
<u>ZURICH AMERICAN INSURANCE COMPANY</u>	101021	Stock (P&C)	Active	16535	NEW YORK, NY
<u>ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS</u>	100454	Stock (P&C)	Active	27855	SCHAUMBURG, IL
<u>ZURICH SPECIALTIES LONDON LTD</u>	163480	Approved Assuming Reinsurer (P&C)	Active		New York, NY

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[SCDOI Online Services](#)

Company Demographics & License Information

[SCDOI Connect Login](#)

Company & License Information

- ? Company Name: BURLINGTON INSURANCE COMPANY, THE
- ? SC Company Code: 101059
- ? Statutory Home Office Address: 238 INTERNATIONAL ROAD
BURLINGTON, NC27215-5129
- ? Mailing Address: 238 INTERNATIONAL ROAD
BURLINGTON, NC27215-5129

Company Links

[View
Licensed/View
Closed
Complaint
Summary](#)

[View Licensed/
Appointed
Producers by
City](#)

Contact Information

- ? Phone Number: 860-723-8231
- ? Toll Free Number:
- ? Fax Number:
- ? Web Address:

Other Information

- ? NAIC Code: 23620
- ? FEIN Code: 561538956
- ? NAIC Group Number: 479
- ? Organization Type: Unknown
- ? Year Organized: 1986
- ? State of Domicile: NC

License Information

- ? Company Type: Stock (P&C)
- ? License Effective Date: 09/10/1993
- ? License Status: Active
- ? Number of Producers: 1 - General
Appointed by Category: 8 - Local
0 - Special
0 - Travel Baggage
- ? Unlimited Authorities: 21-Accident/Health, 22-Property, 23-Casualty, 24-Surety, 25-Marine

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[SCDOI Online Services](#)

Company Demographics & License Information

[SCDOI Connect Login](#)

Company & License Information

? Company Name: XL INSURANCE AMERICA, INC.

? SC Company Code: 101413

? Statutory Home Office Address: 1209 ORANGE STREET
WILMINGTON, DE19801-0000

? Mailing Address: 506 EAGLEVIEW BLVD., SUITE 100, DEPT: REGULATORY
EXTON, PA19341-0636

Company Links

[View Licensed/View Closed Complaint Summary](#)

[View Licensed/Appointed Producers by City](#)

Contact Information

? Phone Number: 800-327-1414

? Toll Free Number:

? Fax Number: 610-458-8667

? Web Address:

Other Information

? NAIC Code: 24554

? FEIN Code: 756017952

? NAIC Group Number: 1285

? Organization Type: Unknown

? Year Organized: 1945

? State of Domicile: DE

License Information

? Company Type: Stock (P&C)

? License Effective Date: 05/03/1996

? License Status: Active

? Number of Producers Appointed by Category: 3 - General
25 - Local
0 - Special
0 - Travel Baggage

? Unlimited Authorities: 22-Property, 23-Casualty, 25-Marine

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Company Name ?	SC Company Code ?	Company Type ?	Status ?	NAIC Code ?	City, State ?
TRAVELERS CASUALTY & SURETY CO. OF AMERICA	100186	Stock (P&C)	Active	31194	HARTFORD, CT
TRAVELERS CASUALTY AND SURETY CO	100167	Stock (P&C)	Active	19038	HARTFORD, CT
TRAVELERS CASUALTY COMPANY OF CONNECTICUT	100198	Stock (P&C)	Active	36170	HARTFORD, CT
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	100422	Stock (P&C)	Active	19046	HARTFORD, CT
TRAVELERS COMMERCIAL CASUALTY COMPANY	100825	Stock (P&C)	Active	40282	HARTFORD, CT
TRAVELERS COMMERCIAL INSURANCE COMPANY	100195	Stock (P&C)	Active	36137	HARTFORD, CT
TRAVELERS EXCESS AND SURPLUS LINES COMPANY	101893	Eligible Surplus Lines Insurer	Active	29696	HARTFORD, CT
TRAVELERS HOME AND MARINE INSURANCE COMPANY, THE	164396	Stock (P&C)	Active	27998	HARTFORD, CT
TRAVELERS INDEMNITY CO	100162	Stock (P&C)	Active	25658	HARTFORD, CT
TRAVELERS INDEMNITY COMPANY OF AMERICA	100322	Stock (P&C)	Active	25666	HARTFORD, CT

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Your Search: Keyword(s): Company Name= liberty mutual
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Results Found: 4 Results Shown: 1-4

Company Name ?	SC Company Code ?	Company Type ?	Status ?	NAIC Code ?	City, State ?
LIBERTY MUTUAL FIRE INS CO	100667	Stock (P&C)	Active	23035	BOSTON, MA
LIBERTY MUTUAL INS CO	100668	Stock (P&C)	Active	23043	BOSTON, MA
LIBERTY MUTUAL INSURANCE EUROPE LIMITED	101865	Eligible Surplus Lines Insurer	Active		LONDON EC3M 5BS,
LIBERTY MUTUAL MID-ATLANTIC INSURANCE COMPANY	101201	Mutual (P&C)	Active	14486	CAMP HILL, PA

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Your Search: Keyword(s): Company Name= american states

Results Found: 3 Results Shown: 1-3

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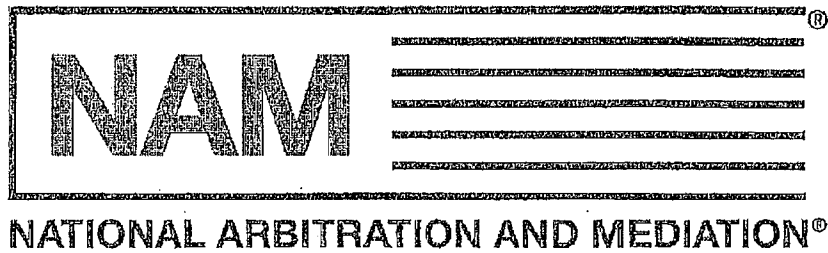
Company Name ?	SC Company Code ?	Company Type ?	Status ?	NAIC Code ?	City, State ?
AMERICAN STATES INS CO	100497	Stock (P&C)	Active	19704	INDIANAPOLIS, IN
AMERICAN STATES INS CO OF TEXAS	101367	Stock (P&C)	Active	19712	RICHARDSON, TX
AMERICAN STATES PREFERRED INSURANCE COMPANY	100504	Stock (P&C)	Active	37214	INDIANAPOLIS, IN

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EMPLOYMENT RULES AND PROCEDURES

THESE RULES SHALL APPLY TO ALL MATTERS REFERRED TO NAM AS A
RESULT OF A **PRE-DISPUTE** ARBITRATION/MEDIATION CONTRACT PROVISION
ENTERED INTO BY MUTUAL AGREEMENT BETWEEN THE PARTIES

National Arbitration & Mediation (NAM)
990 Stewart Avenue, First Floor
Garden City, NY 11530
Phone: 1-800-358-2550
Fax: 516-794-8971
www.namadr.com

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RULE NO. 1: PURPOSE

National Arbitration and Mediation (hereinafter "NAM") has established this set of employment dispute resolution rules and procedures to provide a fair, private, expeditious and final means for resolving legal disputes arising out of or relating to employment disputes, without the need for litigation in federal, state, or local courts. These Employment Dispute Resolution Rules and Procedures (hereinafter "Rules") shall govern binding Arbitrations and non-binding Mediations held pursuant to NAM's Rules, whether brought by an Employee or by the Employer. The term "Employee" includes applicants, employees, and former employees. These Rules are written to guide an Employee through the Arbitration or Mediation process; however, they apply with full force and effect to both Employee and Employer.

These Rules are to be used when employment-related dispute resolution provisions/ programs have been established whereby both the Employers and the Employees have agreed to utilize Arbitration and/ or Mediation to resolve employment-related disputes (as more fully described in Rule No. 2 below). When such a provision/ program exists, there may be instances in which the Rules and Procedures of the provision/ program as written and as agreed upon by the Employer and the Employees differ from some of the Rules and Procedures as contained therein. In these instances, NAM's Rules and Procedures contained herein may be modified to conform to that of the program as established and mutually agreed upon by the Employer and the Employees. Such modifications would be subject to NAM's review and acceptance.

RULE NO. 2: CLAIMS SUBJECT TO ARBITRATION/MEDIATION

Except as otherwise limited herein, any and all employment-related legal disputes, controversies, or claims arising out of or relating to an Employee's application or candidacy for employment, employment, or cessation of employment with an Employer or one of its affiliates shall be settled exclusively by final and binding Arbitration through NAM before a neutral, third-party Arbitrator selected in accordance with these Rules. Arbitration shall apply to any and all such disputes, controversies, or claims whether asserted against the Employer and/ or against any employee, officer, alleged agent, director, or affiliated company. However, if the Employee and Employer mutually agree, the Parties may first elect to mediate their dispute through NAM before a neutral, third-party Mediator selected in accordance with these Rules. If such Mediation does not result in settlement, the Parties are then to proceed to Arbitration as outlined above.

All previously unasserted claims arising under federal, state, or local statutory or common law shall be subject to Arbitration (or possibly Mediation first if the Parties mutually agree). Merely by way of example, these claims include, but are not limited to, claims arising under the Age Discrimination in Employment Act (ADEA): Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), 42 U S C § 1981, as amended, including the amendments of the Civil Rights Act of 1991, state discrimination statutes, state statutes and/ or common law regulating employment termination, the law of contract, or the law of tort, including, but not limited to, claims for malicious prosecution, wrongful discharge, wrongful arrest/ wrongful imprisonment, intentional/ negligent infliction of emotional distress, negligent hiring, negligent retention, or defamation. Statutory or common-law claims alleging that

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the Employer retaliated or discriminated against an Employee shall be subject to Arbitration (or possibly Mediation first if the Parties mutually agree).

Claims for state employment insurance (e.g. unemployment compensation, worker's compensation, or disability compensation) or brought under the National Labor Relations Act shall not be subject to Arbitration or Mediation.

RULE NO. 3: DISMISSAL/STAY OF COURT PROCEEDINGS

By signing his/ her Employer's Dispute Resolution Agreement to Arbitrate a dispute involving an Employee's employment with Employer, an Employee agrees to resolve through Arbitration all claims described in or contemplated by Rule 2. If an Employee files a lawsuit in court to resolve claims subject to Arbitration, the Employee agrees that the court shall dismiss the lawsuit and require the Employee to arbitrate the dispute.

If an Employee files a lawsuit in court involving claims that are, and other claims that are not, subject to Arbitration, the Employee agrees that the court shall stay litigation of the non-arbitrable claims and require that Arbitration take place with respect to those claims subject to Arbitration. The Employee further agrees that the Arbitrator's decision on the arbitrable claims, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any subsequent proceeding or any non-arbitrable claims.

RULE NO. 4: COSTS AND FEES

A. Costs Other than Attorney's Fees

The Employer shall pay NAM's Administrative fees and NAM's hourly fees for the total time spent by the Arbitrator/ Mediator and shall advance all other costs due NAM related to the costs of the Arbitration/ Mediation. The Employee shall pay NAM the Filing fee, which shall be sent to NAM with the Arbitration/ Mediation Request Form. Each Party shall advance its own incidental costs, such as photocopying, costs of hearing transcripts, subpoenas, or costs of producing witnesses or other evidence.

NAM's Fees and Costs for Employment Disputes are incorporated in these Rules and Procedures. NAM may elect not to commence or continue administration of a claim or not to allow the hearing/conference to proceed until all outstanding fees are paid.

B. Attorney's Fees

Each Party shall be liable for its own attorney's fees, unless

- if a Mediation, the settlement agreement provides for a different apportionment or
- if an Arbitration, an award is made of such under Rule 15.

COMMENCEMENT OF CLAIM

To initiate an Arbitration, please refer to Rule No. 5 through Rule No. 19.

To initiate a Mediation, please refer to Rule No. 20 through Rule No. 32.

ARBITRATIONS

RULE NO. 5: COMMENCEMENT OF ARBITRATION

A. Procedure

An Arbitration shall be commenced by filing the NAM Arbitration Request Form along with a Filing Fee to NAM, Attention: Employment Arbitration Department, 990 Stewart Avenue, Garden City, New York 11530. The Arbitration Request Form may be downloaded from NAM's website (www.namadr.com) under the Employment section, or by requesting a copy of the Arbitration Request Form from NAM by telephone at 800-358-2550 Att: Employment Arbitration Department. NAM shall send the form when completed by the Employee to the Employer for their response.

Alternatively, if the Pre-Dispute Arbitration Provision states another method, an Arbitration may be commenced by filing the Employer's Arbitration Request Form along with a Filing Fee to the Employer's Arbitration Coordinator.

B. Time Limits

i. Filing of Request for Arbitration

The Arbitration Request Form shall be submitted within the same time limits as if a claim was to be filed in the applicable court of law. A Party's failure to initiate an Arbitration within such time limit shall constitute a waiver with respect to that dispute.

ii. Response

Within twenty-one (21) calendar days of receipt of the Arbitration Request Form, the opposing Party shall send a Response to the claiming Party and to NAM via first-class mail, postage prepaid, overnight mail or via hand delivery. The Response shall describe the opposing Party's position regarding the allegations in the Arbitration Request Form.

iii. Forwarding of completed forms to NAM

The Arbitration Request Form filled out by the Employee, the filing fee and the Employer's Response should be forwarded to NAM in a timely manner in order that NAM may commence administration of the case.

C. Notice/Other Filings

All communications, notices, or filings, including discovery requests and responses, shall be in writing and shall be deemed to have been given if (i) delivered by messenger (ii) overnight mail or (iii) first-class mail, postage prepaid;

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To NAM at: NAM
Att: Employment Arbitration Department
990 Stewart Avenue, First Floor
Garden City, New York, 11530

If to the Employer: to the Arbitration Coordinator or General Counsel
Or Senior Management at the Employer's Address

OR

to the Employer's attorney as designated by the Employer

If to the Employee: to the Employee's address of record as it appears on the
Arbitration Request Form

OR

to the Employee's attorney as designated in the Arbitration
Request Form or later designated in writing by the Employee

RULE NO. 6: SELECTION OF AN ARBITRATOR

The Employer and the Employee shall participate equally in the selection of an Arbitrator to decide the Arbitration. Within twenty-one (21) calendar days after Employer has responded to the Employee's Arbitration Request Form, NAM shall provide a panel of seven (7) neutral Arbitrators with experience in employment disputes. The Employer and the Employee then shall have the opportunity to review the background of the Arbitrators by examining the materials provided by NAM. Within seven (7) calendar days after the panel composition is received, the Employee and the Employer each shall inform NAM which Arbitrators the Parties find unacceptable for deciding the dispute. NAM will appoint an Arbitrator from among the named individuals the Parties found acceptable. If all of the Arbitrators on the first panel furnished by NAM are stricken by the Parties as unacceptable for deciding the dispute, within fourteen (14) days NAM shall furnish an additional panel of seven (7) Arbitrators from which each Party may strike up to three (3) Arbitrators. NAM will then appoint an Arbitrator from the remaining names. In the event that NAM determines that a conflict exists which might compromise the neutrality of the remaining Arbitrator(s), within fourteen (14) days NAM shall submit a third panel of five (5) Arbitrators, from which each Party may strike one (1) name. NAM will then appoint an Arbitrator from the remaining individuals. At any time during the administration of the case, NAM shall have the authority, in its sole discretion, to remove and/or replace an Arbitrator upon a determination that a conflict exists that might compromise the neutrality of the Arbitrator. In such instances, NAM shall replace the Arbitrator with one of the remaining Arbitrators previously found acceptable by the Parties.

RULE NO. 7: PRE-HEARING CONFERENCE

Within ten (10) days after the appointment of the Arbitrator, the Arbitrator may conduct a pre-hearing conference (via telephone or in-person) at which the Parties and the Arbitrator may address some or all of the following: (i) the claims asserted by the Parties; (ii) setting a date for the Arbitration and (iii) the scheduling and procedures of the Arbitration.

RULE NO. 8: TIME AND PLACE OF ARBITRATION

The Arbitration hearing shall be held at the offices of, or location selected by, NAM in the city nearest the location where the Employee was or sought to be employed by the Employer, unless the Parties agree otherwise. If NAM does not select an Arbitration location within fifty (50) miles of the city of the Employee's last employment with the Employer, the Employee and the Employer shall designate a mutually amenable location at which to hold the Arbitration.

The Parties and the Arbitrator shall make every effort to see that the Arbitration is completed, and an award rendered, as soon as possible. There shall be no extensions of time or delay of an Arbitration hearing except in cases where both Parties consent to the extension or delay, or where the Arbitrator finds such a delay or extension necessary to resolve a discovery dispute or other matter relevant to the Arbitration.

RULE NO. 9: REPRESENTATION

Both the Employee and the Employer shall have the right to be represented by counsel.

RULE NO. 10: DISCOVERY**A. Initial Disclosure**

Within fourteen (14) calendar days following the appointment of an Arbitrator, the Parties shall provide each other with copies of all documents (except for privileged documents that are protected from disclosure because they involve attorney-client, doctor-patient, or other legally privileged or protected communications or materials) upon which they rely in support of their claims or defenses. Throughout the discovery phase, each Party is under a continuing obligation to supplement its disclosure.

B. Other Discovery**i. Interrogatories/Document Requests**

Each Party may propound up to twenty (20) interrogatories (including subparts) to the opposing Party. Interrogatories are written questions asked by one Party to the other, which must be answered under oath. The Parties may also make requests for up to 30 documents upon which the responding Party relies in support of its answers to the interrogatories. Answers to interrogatories must be served within twenty-one (21) calendar days of receipt of the interrogatories.

ii. Depositions

A deposition is a statement under oath that is given by one Party in response to specific questions from the other Party, and it is usually recorded or transcribed by a court reporter. Each Party shall be entitled to take the deposition of up to three (3) individuals of the Party's choosing. The Party taking the deposition shall be responsible for all costs associated therewith, such as the cost of a court reporter and the cost of a transcript.

iii. Additional Discovery

Upon the request of any Party and a showing of substantial need, the Arbitrator may permit additional discovery, but only if the Arbitrator finds that such additional discovery is not overly burdensome and will not unduly delay conclusion of the Arbitration.

C. Discovery Disputes

The Arbitrator shall decide all disputes related to discovery. Such decisions shall be final and binding on the Parties. In ruling on discovery disputes, the Arbitrator shall be guided by the discovery rules contained in the Federal Rules of Civil Procedure.

D. Time for Completion of Discovery

All discovery must be completed within ninety (90) calendar days after the selection of the Arbitrator except for good cause shown. To expedite the Arbitration, the Parties may initiate discovery prior to the appointment of the Arbitrator.

RULE NO. 11: HEARING PROCEDURE**A. Witnesses**

Witnesses shall testify under oath, and the Arbitrator shall afford each Party a sufficient opportunity to examine its own witnesses and cross-examine the other Party's witnesses. Either Party may issue subpoenas compelling the attendance of any other person necessary for the issuing Party to prove its case.

i. Subpoenas

A subpoena is a command to an individual to appear at a certain place and time and give testimony. A subpoena also may require that the individual bring documents when he or she gives testimony. The Arbitrator shall have the authority to enforce and/or cancel such subpoenas provided that such subpoenas are issued no less than ten (10) calendar days prior to the commencement of an Arbitration hearing or deposition. The Party issuing the subpoena shall be responsible for the fees and expenses associated with the issuance and enforcement of the subpoena and with the attendance of the subpoenaed witness at the Arbitration hearing.

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ii. Sequestration

The Arbitrator shall ensure that all witnesses who will testify at the Arbitration are not influenced by the testimony of other witnesses. Accordingly, the Arbitrator may sequester all witnesses who will testify at the Arbitration, provided that the Arbitrator shall permit the Employee bringing the Arbitration and the Employee's designated representative to remain throughout the Arbitration, regardless of whether they testify at the hearing.

B. Evidence

The Parties may offer evidence that is relevant and material to the dispute and shall produce any and all non-privileged evidence that the Arbitrator deems necessary to a determination of the dispute. The Arbitrator need not specifically follow the Federal Rules of Evidence, although the Arbitrator may consult them to resolve questions regarding the admissibility of particular matters.

C. Burden of Proof

Each Party bears the burden of proving its claim or claims by a preponderance of the evidence. To prevail, the Party must prove a violation of applicable substantive law.

D. Briefing

Each Party shall have the opportunity to submit one pre-hearing brief and one post-hearing brief in support of its position. Briefs, which are written statements of facts and law, shall be typed and shall be limited in length to twenty (20) double-spaced pages.

E. Transcription

The Parties may arrange for transcription of the Arbitration by a certified reporter. The Employer is responsible for the costs of the reporter and of the transcript for the Arbitrator, if any. Each Party shall pay for its own copy of the transcript, if any.

F. Consolidation**i. Claims**

The Arbitrator shall have the power to hear as many claims as the Parties may have against one another consistent with Rule 2 of these Rules. The Arbitrator may hear additional claims that were not mentioned in the Arbitration Request Form, provided the Party adding claims notifies the other Party at least thirty (30) calendar days prior to a scheduled Arbitration, the additional claims are timely as of the date on which they were added, and the other Party is not prejudiced in its defense by such addition.

ii. Parties

The Arbitrator shall not consolidate claims of different Employees into one proceeding unless NAM allows such consolidation in accordance with Rule 11 (F) (iii) immediately following.

iii. Class Actions

A class action involves an Arbitration or lawsuit where representative members of a large group (or "class") claim to share a common interest and seek relief on behalf of the group (or "class"). It is NAM's policy to administer class action Arbitrations if the underlying Arbitration agreement allows for the submission of class actions to Arbitration or is silent with respect to class claims, consolidation or joinder of claims. NAM will not administer a class action Arbitration if prohibited by: (1) the underlying Arbitration agreement, (2) court order or (3) applicable law, unless a court orders the matter to Arbitration as a class action.

G. Confidentiality

All aspects of an Arbitration pursuant to these Rules, including the hearing and record of the proceeding, shall be confidential and shall not be open to the public, except (i) to the extent both Parties agree otherwise in writing, (ii) as may be appropriate in any subsequent proceeding between the Parties, or (iii) as may otherwise be appropriate, in response to a governmental agency or legal process.

All settlement negotiations, Mediations, and the results thereof shall be confidential.

RULE NO. 12: SUBSTANTIVE CHOICE OF LAW

The Arbitrator shall apply the substantive law of the state in which the Employee is, was, or sought to be predominantly employed. For claims arising under federal law, the Arbitrator shall follow the substantive law applicable to the United States District Court for the District in which the Employee is, was or sought to be predominantly employed.

RULE NO. 13: ARBITRATOR AUTHORITY

The Arbitrator shall conduct the Arbitration and shall have the authority to render a decision in accordance with these Rules in a manner designed to promote rapid and fair resolution of disputes. To that end, seven (7) days prior to the scheduled Arbitration hearing, the Parties shall participate in a telephone conference with the Arbitrator. Where a Party has challenged the legal sufficiency of an asserted claim or defense in a pre-hearing brief, each Party may be heard. A Party making such a challenge should file the pre-hearing brief as early as possible to permit due consideration of the issue. The Arbitrator shall strike any legally deficient claim and/or defense by a ruling communicated to the Parties at least five (5) days prior to the scheduled Arbitration hearing.

A. Jurisdiction

The Arbitrator's authority shall be limited to deciding the claims, counterclaims, and defenses submitted for Arbitration. Unless the Employee is subject to a contract providing for the employment of the Employee under specified terms or for a given duration, the Employee's employment remains alterable at the discretion of the Employer and/or terminable at any time, at the will of either the Employee or the Employer, with or without just cause. Accordingly, the Arbitrator shall have no authority to require that

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the Employer have "just cause" to discipline or discharge an Employee unless specifically required by federal, state, or local law, or as a remedy for a violation of applicable law by the Employer with respect to the Employee.

B. Sanctions

The Arbitrator shall have the power to award sanctions against a Party for the Party's failure to comply with these Rules or with an order of the Arbitrator. These sanctions may include an assessment of costs, prohibitions of evidence or, if justified by a Party's wanton or willful disregard of these Rules, an adverse ruling in the Arbitration against the Party who has failed to comply.

RULE NO. 14: AWARDS

Within twenty-eight (28) calendar days after receipt of post-hearing briefs, if any, the Arbitrator shall mail a written award to NAM specifying appropriate remedies, if any. In the Arbitrator's discretion, the award may include findings of fact and conclusions of law. The Parties to the Arbitration shall be provided with a copy of the Arbitrator's award.

RULE NO. 15: REMEDIES AND DAMAGES

If the Arbitrator finds for the Employee, the Arbitrator, in his or her discretion, may award appropriate relief, including costs, in accordance with applicable law.

If appropriate relief includes reinstatement, such reinstatement will be to the position of employment the Employee held or, if such reinstatement is impractical, to a comparable position at the location of the Employee's last employment. If reinstatement at the place of the Employee's last employment is not practical, reinstatement will be to a comparable position at the Employer in the same general geographic market area.

The Arbitrator may award an assessment of costs as a sanction under Rule 13(B).

The Arbitrator is authorized to award attorneys' fees in accordance with applicable law. Any award shall be reasonable in light of the amount and complexity of work involved in the Arbitration and in accordance with customary billing rates of attorneys in the geographic area in which the Arbitration is held.

RULE NO. 16: SETTLEMENT

The Parties may settle their dispute at any time. Prior to closure of the Arbitration hearing, the Parties may settle the case without involvement of the Arbitrator. Once the hearing has closed, settlement may take place only with approval of the Arbitrator. At any point prior to the Arbitrator's issuance of an award, the Parties may, by agreement, refer their dispute to Mediation before a Mediator provided by NAM.

RULE NO. 17: ENFORCEABILITY

The award rendered by the Arbitrator shall be enforceable and subject to the Federal Arbitration Act, 9 U S C § 1 et seq, and the state law in which the Employer is located, regardless of the state in which the Arbitration is held or the substantive law applied in the Arbitration.

RULE NO. 18: APPEAL RIGHTS

The award rendered by the Arbitrator shall be final and binding as to both the Employee and the Employer. Either Party may appeal the Arbitrator's decision in court in accordance with the appeal procedures of the Federal Arbitration Act, 9 U S C § 1 ~ or the applicable state law where the Employer is located.

RULE NO. 19: SEVERABILITY/CONFLICT WITH LAW

In the event that any of these Rules agreed upon by the Parties is held to be in conflict with a mandatory provision of applicable law, the conflicting Rule or Procedure shall be modified automatically to comply with the mandatory provision of applicable law. In the event of an automatic modification with respect to a particular Rule or Procedure, the remainder of these Rules shall not be affected. An automatic modification of one of these Rules or Procedures shall be applicable only in the Jurisdiction in which it is in conflict with a mandatory provision of law. In all other jurisdictions, these Rules shall apply in full force and effect.

MEDIATIONS**RULE NO. 20: COMMENCEMENT OF MEDIATION PROCEEDINGS**

In the case of Mediation, Parties shall initiate Mediation as follows:

- A. The Party initiating the Mediation process may send the other Party, through NAM, a Request for Mediation, pursuant to these Rules. The request should briefly identify the subject of the dispute with the Parties' contact information, such as the Parties' and their representatives' names, addresses, telephone and fax numbers.
- B. Mediation proceedings are deemed commenced when the other Party accepts the request to mediate. If the acceptance is given orally, the Parties must confirm the agreement to mediate in writing on the Request for Mediation form or another form supplied by NAM. Such written form shall be forwarded to NAM and the other Parties.
- C. If the other Party rejects the request to mediate, there will be no Mediation proceedings.
- D. If the initiating Party does not receive a response within such other period as specified in the request form, the initiating Party may elect to treat this lack of response as a rejection of the invitation and may inform the other Party accordingly.

RULE NO. 21: APPOINTMENT OF MEDIATOR(S)

- A. Once the Parties agree to mediate, NAM shall forward a list of 5 suggested Mediators to the Parties' for their consideration. The Parties each shall strike up to 2 Mediators and NAM will appoint a Mediator from among the named individuals the Parties found acceptable. In the event that NAM determines that a conflict exists which might compromise the neutrality of the remaining Mediator(s), NAM shall submit a second panel of three (3) Mediators from which each Party may strike one (1) name.
- B. The Parties may also request that the NAM Administrator directly appoint one or more Mediators.

RULE NO. 22: SUBMISSION OF STATEMENTS TO MEDIATOR

- A. Upon his/ her appointment, the Mediator may request that the Parties submit a brief written statement describing the general nature of their dispute and the points at issue. Each Party is to forward a copy of their statement to the opposing Party prior to the scheduled Mediation conference.
- B. The Mediator may request each Party to submit a further written statement of the Party's position and the facts and legal arguments in support thereof. The Parties may supplement this statement with documents or other evidence that they deem appropriate to their position. Each Party shall forward a copy all such statements and documentary evidence to the opposing Party.
- C. At any stage of the Mediation proceedings, the Mediator may request a Party to submit such additional information as the Mediator deems appropriate.

RULE NO. 23: REPRESENTATION AND ASSISTANCE

The Parties may be represented or assisted by persons of their choice. The Parties shall communicate the names and addresses of such persons to the Mediator and all other Parties, including the NAM Administrator. Such communications are made to specify whether the appointments are made for the purposes of representation or assistance.

RULE NO. 24: ROLE OF THE MEDIATOR

- A. The Mediator's role is to assist the Parties to reach an amicable resolution to their dispute. The Mediator is to preside over the Mediation in an independent and impartial manner.
- B. The Mediator will be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the Parties, the usage's of the trade at issue, the circumstances surrounding the dispute, including any previous business practices between the Parties.

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- C. The Mediator may conduct the Mediation proceedings in any manner that he or she deems appropriate, taking into account the circumstances of the case, the requests of the Parties and the need for a speedy settlement of the dispute.
- D. The Mediator may, at any stage of the Mediation proceedings, make proposals for the settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons for the proposal.
- E. The Mediator must disclose any conflicts, potential or otherwise, including any financial or personal interest in the dispute or any event that may create a strong appearance of bias. The NAM Administrator immediately shall advise the Parties of a potential conflict of interest and the Parties shall have the opportunity to submit comments regarding whether the Mediator shall continue to serve. If the Parties are unable to agree on whether the Mediator shall continue service, the final decision as to the Mediator's continued service shall be made by the NAM Administrator.
- F. The Parties have a duty to perform conflict checks upon the nominated Mediator and to communicate any potential conflicts of interest between the Parties and the Mediator as soon as they are discovered.

RULE NO. 25: COMMUNICATION BETWEEN THE MEDIATOR AND PARTIES

- A. The Mediator may invite the Parties to meet with the Mediator or may continue to communicate with them orally or in writing. The Mediator may meet or communicate with the Parties together or separately.
- B. Unless the Parties have agreed upon the place where the meetings will be held, the Mediator or the NAM Administrator shall select the location of the meetings, taking into account the requests of the Parties.

RULE NO. 26: DISCLOSURE OF INFORMATION

The Mediator may disclose any factual information received from one Party to the other Party, unless the Party providing the information requests that the Mediator keep the information confidential. The purpose of disclosing the factual information is to permit the other Party to respond and present explanations regarding the information submitted to the Mediator.

RULE NO. 27: COOPERATION OF PARTIES WITH THE MEDIATOR

The Parties will cooperate in good faith and will endeavor to comply with the Mediator's requests to submit written materials, provide evidence and attend meetings.

RULE NO. 28: SUGGESTIONS BY THE PARTIES FOR SETTLEMENT OF THE DISPUTE

Each Party may submit suggestions for the settlement of the dispute on its own initiative or at the request of the Mediator.

RULE NO. 29: SETTLEMENT AGREEMENT

- A. If a settlement appears likely, the Mediator may formulate the terms of a possible settlement agreement and submit the terms to the Parties for their consideration. If necessary, the Mediator may reformulate the terms of settlement based upon the Parties' recommendations and mutual agreement.
- B. If the Parties reach an agreement on the settlement of the dispute, the Parties shall prepare a written settlement agreement setting forth the terms thereof. If requested by the Parties, the Mediator may draft or assist the Parties in drafting the settlement agreement.
- C. By signing the settlement agreement, the Parties agree to be bound by the terms thereof and to conclude the dispute.
- D. Fully executed copies of the settlement agreement shall be filed with the NAM Administrator and forwarded to all Parties.

RULE NO. 30: TERMINATION OF MEDIATION PROCEEDINGS

The Mediation proceedings shall be terminated by one of the following:

- A. A settlement agreement executed by the Parties;
- B. A written declaration by the Mediator stating that, after consultation with the Parties, further efforts at Mediation are no longer justified;
- C. A written declaration by all Parties addressed to the NAM Administrator stating that the Mediation proceedings are terminated.
- D. A written declaration between the Parties and the Mediator, if appointed, stating that the Mediation is terminated.

RULE NO. 31: ROLE OF THE MEDIATOR IN OTHER PROCEEDINGS

The Parties and the Mediator agree that the Mediator shall not act as an Arbitrator or as a Representative or counsel to a Party in any subsequent arbitral or judicial proceedings regarding the dispute that is the subject of the Mediation proceeding. The Parties also agree that they will not present the Mediator as a witness in any subsequent proceedings.

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RULE NO. 32: ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

The Parties agree not to rely upon or introduce as evidence in any subsequent arbitral or judicial proceeding, any of the following:

- A. Views expressed or suggestions made by the other Party regarding the possible settlement of a dispute;
- B. Admissions made by the other Party during the course of the Mediation;
- C. Proposals made by the Mediator;
- D. The fact that the other Party indicated a willingness to accept a proposal for settlement

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FEES AND COSTS FOR EMPLOYMENT DISPUTES

These Rules and Procedures and this Fee Schedule shall apply to matters referred to NAM as a result of a **pre-dispute** Arbitration/ Mediation contract provision entered into by mutual agreement between the parties. The following is a description of the types of fees assessed by NAM, the manner in which the fees are calculated and an explanation of the parties responsible for the various fees. NAM's Employment Rules and Procedures incorporate this Fee Schedule and require that the parties pay the fees set forth herein.

The Hourly Arbitrator/ Mediator Fees may vary depending upon the Hearing Officer selected for the case. Hearing Officers that command a different fee structure will be designated as such on NAM's roster. Such fee variances are discussed below under Hourly Arbitrator/Mediator Fees.

Filing Fee:

The Employee is charged a Filing Fee of \$60* which shall be sent to NAM with the completed Demand for Arbitration/Mediation Request Form, as applicable.

Administrative Fee:

The Employer is charged an Administrative Fee of \$660* for each Arbitration/ Mediation. All Administrative Fees are non-refundable. This fee must be received by NAM prior to scheduling any Arbitration/ Mediation proceeding. This fee includes case administration, coordination, scheduling, document handling, faxing and postage.

Hourly Arbitrator/Mediator Fees:

REGULAR HEARING OFFICERS:

For each hour of Arbitrator/ Mediator time, the Employer is charged \$550* per hour. Arbitrator/ Mediator time refers to the combination of conference/ pre-hearing conference/ hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and decision preparation time (as applicable). All out-of-pocket expenses incurred by the Arbitrator/ Mediator will be billed at cost and without mark-up to the Employer.

SPECIALLY DESIGNATED HEARING OFFICERS:

For each hour of Arbitrator/ Mediator time, the Employer is charged \$660* per hour. Each Specially Designated Hearing Officer may have a minimum number of hours to be charged per case heard or conferenced as reflected on NAM's Hearing Officer roster. As such, the Employer will be charged for the minimum number of hours even if the total time spent by such Hearing Officer is less. To the extent that the total Hearing Officer Time is more than the minimum number of hours as designated on NAM's Hearing Officer roster, additional hourly fees of \$660* per hour will be charged. Arbitrator/ Mediator time refers to the combination of conference/ pre-hearing conference/ hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and decision preparation time (as applicable). All out-of-pocket expenses incurred by the Arbitrator/Mediator will be billed at cost and without mark-up to the Employer.

*Fees and costs are effective as of 7/ 1/ 09. All fees will automatically increase by 2.75% annually as of July 1st of each year.

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Other Fees:

Preparation of third panel: If it becomes necessary for NAM to submit a third panel of Arbitrators/ Mediators to the parties for whatever reason, the Employer will be charged a fee of \$550* at the time the third panel is submitted to the parties.

Withdrawal/ cancellation/ settlement fees: In the event that a case is withdrawn/ cancelled/ settled, the Employer will be responsible for all Hourly Arbitrator/ Mediator Fees for the number of hours already expended by the Arbitrator/ Mediator (if applicable) in accordance with the above fees, as well as any out-of-pocket expenses incurred (if applicable). The Administrative Fee is always non-refundable. If a case is withdrawn/ cancelled/ settled after NAM has supplied the parties with an initial roster, the Employer will be charged a fee of \$910* in addition to the non-refundable Administrative Fee and the fees for any and all Hourly Arbitrator/Mediator time incurred.

Supplemental administrative fee: In the event that additional time is required to be spent by NAM to address special requests by one of the parties, then NAM, in its sole discretion, may impose a supplemental administrative fee of \$220* per hour. This fee shall be billed to and paid by the Employer.

Adjournment fees: In the event that a case is adjourned with notice to NAM of more than 21 days before the Hearing/Conference date, the adjourning party is responsible for payment of a \$210* adjournment fee. In the event that a case is adjourned with notice to NAM of between 8 days and 21 days before the Hearing/ Conference date, the adjourning party is responsible for payment of a \$210* adjournment fee plus payment equal to 25% of the amount of time reserved for the case. In the event that a case is adjourned with notice to NAM of 7 days or less (excluding the scheduled date of the Hearing/ Conference), the adjourning party is responsible for payment of a \$210* adjournment fee plus payment equal to the amount of time reserved for the case. In the event that the case is adjourned on the scheduled date of the Hearing/ Conference, the adjourning party is responsible for payment of a \$525* adjournment fee plus payment equal to the amount of time reserved for the case. NAM may delay the re-scheduling of the Hearing/ Conference until payment of the adjournment fee and payment of the time reserved as explained herein is received.

PAYMENT TERMS

- A. The filing fee is due at the time a Demand for Arbitration/Request for Mediation is filed with NAM.
- B. The Employer shall be billed in advance of the hearing for the Administrative Fee and for 7 hours of Arbitrator/ Mediator time. To the extent that the Arbitrator/ Mediator time is less than 7 hours, the Employer will receive a refund equal to the pro-rata portion of such unused time. If the Arbitrator/ Mediator time exceeds 7 hours, all additional hours will be billed at the applicable hourly rate specified above. Administrative fees and advance hearing time are to be paid before a case is scheduled. All other fees are due within 10 days of invoice date.
- C. NAM may elect not to commence or continue administration of a claim or not to allow the Hearing/ Conference to proceed until all outstanding fees are paid. Either party may advance fees for the other party in order for the case to progress; the repayment of such fees is between the parties and not between NAM and one of the parties.
- D. The NAM Employment Administrator may, in his or her discretion, agree to waive any of the fees payable to NAM by an individual who is indigent and unable to pay.

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E. All fees are to be paid in U.S. dollars.

F. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due.

G. Any questions or concerns regarding invoices should be brought to NAM's attention within 30 days of the receipt of the invoice. Any comments received after 30 days cannot be considered.

***Fees and costs are effective as of 7/ 1/ 09. All fees will automatically increase by 2.75% annually as of July 1st of each year.**

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National Arbitration and Mediation (NAM)

Case Submission Form: FAX TO : (516)-794-8518

Plaintiff	Justin O'Toole Lucey, P.A.			File No.	
Contact	Cherie W. Blackburn			Extension	
Firm	Nexsen Pruet, LLC				
Address	Post Office Box 486				
City	Charleston	State	SC	Zip Code	29402
Telephone#	843-720-1728	Fax#	843-720-1728		

Defendant	Amy K. Meyer			Claim No.	
Contact	Nancy Bloodgood			Extension	
Firm	The Foster Law Firm, LLP				
Address	3875 Faber Place Drive, Suite 204				
City	North Charleston	State	SC	Zip Code	29405
Telephone#	843-744-7828	Fax#	843-577-043		

Counsel				File No.	
Contact				Extension	
Firm					
Address					
City		State		Zip Code	
Telephone#		Fax#			

Venue	State	SC	County	Charleston
Date of Loss	n/a	At Issue	Damages X - Liability Both	
In Suit	Yes X - No	Pre-Agreed	X - Yes Arbitration Agreed Upon Per Contract No	
Process	X - Arbitration Mediation UM Arbitration UIM Arbitration Paper Arbitration			
Medicals Exchanged	Yes No X - N/A	Date Medicals Exchanged		
Parameters	Yes No X - N/A	High		Low

Additional Parties or Notes (parameters, judges, scheduling, medicals, films, etc.)

See Attached - Demand for Arbitration.

[for internal purposes only; do not complete]

Written By		Written On	
Entered By		Entered On	NAM ID#

Additional Defendant(s) / Plaintiff(s) / Counsel(s) (D/P/C) Form

D/P/C			File No.	
Contact			Extension	
Firm				
Address				
City		State	Zip Code	
Telephone#		Fax#		

D/P/C			File No.	
Contact			Extension	
Firm				
Address				
City		State	Zip Code	
Telephone#		Fax#		

D/P/C			File No.	
Contact			Extension	
Firm				
Address				
City		State	Zip Code	
Telephone#		Fax#		

D/P/C			File No.	
Contact			Extension	
Firm				
Address				
City		State	Zip Code	
Telephone#		Fax#		

Written By		Written On		
Entered By		Entered On		NAM ID#

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ARBITRATION PURSUANT TO
THE EMPLOYMENT RULES OF THE
AMERICAN ARBITRATION ASSOCIATION

Justin O'Toole Lucey, P.A.,

Complainant,

vs.

Amy Meyer,

Respondent.

DEMAND FOR ARBITRATION

Justin O'Toole Lucey, P.A. ("the Firm") files this Demand for Arbitration and otherwise seeks relief against Amy K. Meyer ("Meyer") and alleges as follows:

BACKGROUND

1. The Firm maintains a law practice located at 415 Mill Street, Mount Pleasant, South Carolina 2946.
2. In or about January 2006, the Firm hired Meyer as an associate attorney.
3. At that time, Meyer had been practicing law approximately five years and had no civil trial experience.
4. In the spring of 2006, the Firm and Meyer entered into an agreement setting forth the terms of her employment.
5. This agreement was amended with regard to the payment of bonuses by letter agreement in the summer of 2007 (the "Bonus Amendment").
6. The original employment agreement and subsequent Bonus Amendment are referred to collectively herein as the "Employment Agreement" and are attached hereto and incorporated herein as Exhibits A and B respectively.

7. Among other things, the Employment Agreement specifies that all disputes related to the Employment Agreement are subject to mandatory, binding arbitration as follows:

Any disputes arising in any way related to the matters set forth herein will be submitted to confidential, binding arbitration under expedited and abbreviated procedures, with the parties being the only witnesses called in person. If we are unable to agree on an arbitrator, I will choose one, you will choose one, and the two will choose a third.

8. Pursuant to the Employment Agreement, Meyer and the Firm agreed, among other things, that Meyer would work for a monthly salary beginning at \$3,000.00 per month and increasing to \$50,000.00 per year after training.

9. Pursuant to the Employment Agreement, the parties further agreed that Meyer would be eligible for bonuses based upon net fees earned on contingency fee cases which she spearheaded. This bonus was agreed to generally be ten percent of the net fee earned by the Firm and could be increased or decreased by prior agreement.

10. The Employment Agreement further provides that "there is no post departure bonus of any kind unless the case settles pre departure and pays within thirty days of departure."

11. In August 2006, the Firm accepted a large piece of litigation ("the Ocean Club case") and initially assigned primary responsibility for spearheading the case to Meyer.

12. As the Ocean Club case progressed, Lucey, the Firm's owner and principal attorney, had to spearhead the Ocean Club case because it proved to be beyond Meyer's experience level.

13. In the summer of 2007, Lucey and Meyer discussed issues pertaining to payment of bonuses to Meyer.

14. Lucey memorialized the content of that discussion in the Bonus Amendment.

15. Pursuant to the Bonus Amendment, with regard to the Ocean Club case, the Firm and Meyer agreed that Meyer would be paid a bonus percentage on the Ocean Club case that did

not depend on her spearheading the case. Specifically, the Bonus Amendment provided that "the amount of the bonus can be 5% if you intend to reduce your hours and commitment somewhat; or it can be the original 10% if you continue to give the case your energetic commitment (and agree to allow me to focus your efforts."

16. Based upon this language, the amount of bonus was in the Firm's discretion depending on Meyer's commitment level and desire to follow Lucey's instructions.

17. As set forth in the Bonus Amendment, by the time of its execution, Lucey had already made arrangements to deliver to Meyer a \$10,000 advance on her bonus payment related to the Ocean Club case.

18. The Firm also paid Meyer bonuses on other cases she worked on and made excess contributions to her 401(k) account.

19. Meyer continued working for the Firm pursuant to the terms of the Employment Agreement.

20. However, Meyer reduced her hours and commitment to her work and the Firm. She failed to give the Ocean Club case her complete energetic commitment.

21. Meyer refused to allow Lucey to focus her efforts and failed to follow his directives.

22. Meyer reduced the number of hours she worked, failed to timely complete memos and other tasks given her, and was often unavailable to Lucey by e-mail or other means of communication during the hours she was not at the office.

23. As a result of the foregoing, on July 21, 2009, Lucey met with Meyer to discuss her employment and inquire as to whether she wanted to make a fresh start and was willing to be committed to the Firm and her duties as an associate or whether she wanted to sever her employment relationship.

24. Lucey formalized his discussions in a letter to Meyer dated July 21, 2009, in which he states: "If you would like a fresh start, please put that request in writing to me and include in it specifics as to what you will change if I give you a fresh start. If you prefer to sever the relationship, pls [sic] turn in your unconditional resignation tomorrow by noon; barring such, this is notice that you are terminated at noon tomorrow."

25. Meyer responded to Lucey by letter dated July 22, 2009, in which she stated that she was not resigning and was unsure of what he had in mind with regard to a fresh start or even why a new beginning was necessary. Meyer did not include any of the specifics requested by Lucey.

26. As such, Meyer's employment terminated at noon on July 22, 2009.

27. The Firm paid Meyer six weeks severance with her final paycheck.

28. To date, the Firm has paid, and Meyer has accepted, \$245,000 in bonus monies from net fees received on the Ocean Club case.

29. On September 18, 2009, the Firm, by and through its attorneys, sent to Meyer's attorney a bonus check in the gross amount of \$120,000 and in the net amount of \$69,939.53 (after taxes) made payable to Meyer and representing a bonus on a disbursement that was paid to the Firm on the Ocean Club file within thirty (30) days of Meyer's departure. This check resulted in Meyer being paid approximately 7.5% on all net fee disbursements received by the Firm on the Ocean Club case through August 21, 2009, said date being thirty (30) days from Meyer's departure.

30. Meyer refused to accept the check sent to her attorney on September 18, 2009, and returned it, through her attorney, to the Firm's attorney on October 13, 2009.

31. The Firm was under no obligation at any time to pay Meyer any more than 5% of the net fees received on the Ocean Club case.

32. Meyer maintains that the Firm owes her 10% of the net fees received on the Ocean Club case, as well as other sums, and has demanded \$499,475 from the Firm.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

33. The Firm repeats and realleges each of the paragraphs above, as if fully set forth verbatim herein.

34. The Employment Agreement is a valid and binding agreement supported by consideration.

35. The Firm has complied with each of its obligations under the Employment Agreement and has paid to Meyer all compensation, vacation, wages, retirement funds, benefits and any other sums, including all bonus monies, due to her under the terms of the Employment Agreement or as a result of her employment relationship with the Firm.

36. The Firm was under no obligation, at any time, to pay to Meyer any more than a 5% bonus on the net fees earned on the Ocean Club case and received prior to or within thirty (30) days of Meyer's departure.

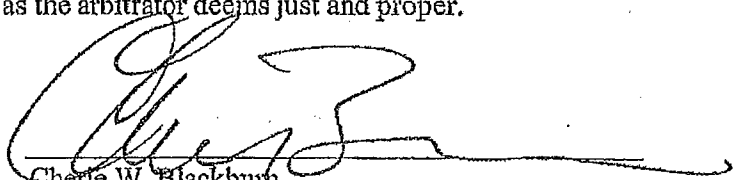
37. The Firm is entitled to a declaratory judgment by the arbitrator pursuant to South Carolina Code Ann. Section 15-53-10, as requested herein.

WHEREFORE, the Firm requests that the arbitrator award the following relief:

A. Declaratory Judgment in favor of the Firm and against Meyer ordering and declaring that:

- (1) The Firm has paid all compensation, vacation, wages, bonuses, retirement funds, benefits and any other sums due to Meyer as a result of her employment relationship with the Firm;
- (2) The Firm has not violated the terms of the Employment Agreement with Meyer;
- (3) The Firm does not owe to Meyer any compensation, vacation, wages, retirement funds, bonuses, benefits or other sums;
- (4) The Firm is not required to pay to Meyer any additional bonus monies on the Ocean Club case or any other case.
- (5) The Firm has no obligation to pay to Meyer any portion of any funds received on the Ocean Club case or any other case after August 21, 2009 (said date being thirty days from the date of Meyer's departure).

B. Such other and further relief as the arbitrator deems just and proper.



Charlie W. Blackburn
NBXSEN PRUET, LLC
205 King Street, Suite 400 (29402)
Post Office Box 486
Charleston, South Carolina 29401
Telephone: 803.577.9440
Facsimile: 843.720.1777

October 27, 2009
Charleston, South Carolina

Attorneys for Complainant
Justin O'Toole Lucey, P.A.

6 538

EXHIBIT

tabbies

A

Amy:

As I have several times told you I would, I am writing, albeit belatedly, to confirm the terms of the offer I gave you previously, and several modifications since. With the possible exception of some of the legalize, this is an attempt to put into writing the matters we have previously discussed and agreed to. Please feel free to clarify anything that I misstate.

I have offered you a job where you will be paid a monthly salary, beginning at 3k per month during training; and increasing to 50k per year after training. *It has already increased to 50k.*

You will additionally be paid a bonus based upon fees earned on contingency cases spearheaded by you.

Your bonus on your contingency cases will generally be ten percent of the net fee earned by the firm. Net means net; if there is a reduction in fees for un-recouped expenses or fee sharing with another firm, your cut shall be calculated on the reduced fee. The percentage of your bonus may be increased or decreased by prior agreement (for matters such as staffing or case size)

There is no post departure bonus of any kind unless the case settles pre departure and pays within thirty days of departure.

I will pay for your legal CLE's; to the extent that you can make them overlap with your accounting CLE's, that is fine. In theory, you are generally expected to do your CLE's and personal professional obligations on your own time by making up time. However, if you are typically working 45 hours per week, and more on trial weeks, there won't be any time to make up.

I pay your health insurance, your mal practice insurance, employer payroll taxes, and deposition school. You may add dependants to the health policy at your expense. I will pay for your Sctla membership and your bar membership. I will also pay for you to attend the SCATLA convention in Hilton Head once every three years. You will pay for any benefit not listed herein.

You will get two weeks off per year; three after five years. There is up to five sick days per year as needed for illness. Paid holidays total an additional ten business days (two weeks) per year off in addition to vacation time. (You are aware that we do some forced vacation at Christmas).

I will provide a laptop for your use..

You are generally expected to be in the office during office hours, which in the past have run from 8:30 to 5:30, with a one hour break for lunch; but which currently run from 9-5 with lunch eaten at desks. Unless up for trial or behind schedule, we try to close at 3pm on Fridays. You are also expected to spend 1-2 hours organizing your week sometime between late Friday and early Monday. It is anticipated that you will need to do project work one nite per week (more if in deposition or in trial). You should generally anticipate a forty five hour work week, exclusive of

breaks. Obviously, trial and trial preparation weeks are more hours.

Now for some legalize:

You agree that client confidentiality, and the activities within our firm are absolutely confidential; and that you will maintain that confidentiality at all times, absent a lawfully issued subpoena. If you are subpoena'd, you will promptly provide me with notice of the subpoena and an opportunity to contest it.

Until or unless we agree otherwise, I have sole client/case acceptance and assignment responsibility.

You agree not to moon light or accept compensation from any other source. You agree not to refer out clients without my express instruction.

This agreement may be terminated by either one of us on thirty days written notice without cause. After two years, the notice period will be increased to six weeks.

You agree that the office clients and files belong to my firm and that should a separation occur, you will not attempt to take any files or clients with you. For any files and clients you end up with for any reason, I will be entitled to payment of 75% of all fees earned on the case, and reimbursement of all expenses.

Any disputes arising in any way related to the matters set forth herein will be submitted to confidential, binding arbitration under expedited and abbreviated procedures, with the parties being the only witnesses called in person. If we are unable to agree on an arbitrator, I will choose one, you will choose one, and the two will choose a third.

Subsequent Modifications

As we prepared for the Cusack trial, I provided you with an additional compensation term to compensate you for extra time spent in trial prep or trial on my cases. I communicated to you that you would be paid a bonus on my cases which you try to a verdict with me of 5% of the net fee recovered after verdict.

Secondly, I have been meaning to tell you that given various factors present in the Harper case, I am bumping your bonus to 15% on that case. If our co-counsel still receives a full 50% cut of the gross fee, I will bump your bonus further to 20%.

The contingency cases you are currently spearheading include Harper, Shoshan, Hanson, and Turner.

You are currently eligible for a trial bonus on Cusack to the extent we collect. You will have other trial bonus opportunities in the coming year.

Since we did not go to verdict on Planters Place, I am working on doing something(s) for you for

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your help in that case. On a semi-related matter, I think we have previously discussed some sort of retirement benefit. I am working on that now and will address it separately.

Lastly, I am working on modifying your trial bonus formula on my cases so that you will (1) give me candid trial assessment even if it jeopardizes your bonus; and (2) not feel let down if the case settles before verdict. I anticipate that so long as you are employed here, you would be participating in any case I try.

- Therefore, I propose to give you a bonus of 1% of the fee earned on any settlement which occurs after the case is called to trial (date certain or top of the roster) and is ready for trial if you have shared the load with me in getting the case ready for trial. Being ready for trial will be defined as having filed the trial brief, voir dire, jury charges, initial publication, and motion in limine; and having the first day's witness's and the expert ready to testify.
- This amount of the bonus will increase to 2% on fees earned after the jury is sworn and will increase to 3% on fees earned after the plaintiff rests.
- Should we go to verdict before recovery, the bonus is the original 5%.
- Should an appeal be necessary, you will spearhead that effort to defend our verdict.
- As always, these bonuses are only on amounts actually collected during your employment (or agreed to during your employment and collected within 30 days thereafter).

Separately, I am now adding a 5% bonus to the 5-6 collection matters you are handling for me. This is intended to give you an opportunity for some extra bonus money while we are building your pipeline.

I will compute your bonus each time a client disbursement is prepared and add it into the following paycheck.

I am also ready to send you to the one week Nita Trial seminar; or the longer one in Bolder Colorado. There are two one week sessions in June and the National session in July (10-12 days). Please go to Nita.com and take a look. While I am paying your expenses and salary during this seminar, your attendance does require that you have your other work sufficiently under control in advance; and may be preempted by any trial, although I think we can schedule around that.

Please acknowledge receipt of this communication when you receive it. After spending some time reviewing it, if you are in agreement with this, please so indicate by countersigning below and returning to me at your convenience. If you first need a meeting to discuss, just let me know. I still want to meet with you about workplace arrangements to see if any improvements to your situation would enhance your job performance or enjoyment.

Justin Lucey

Amy Meyer

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EXHIBIT

tabbies

B

Amy:

Thank you for meeting with me Friday on job issues. Its my perception that part of your recent concern is probably motivated by me having to take over the spear heading of the Ocean Club case; and the potential affect of this on your commission arrangement. Conversely, if you are not spearheading the Ocean Club case, you are concerned that you are not getting enough time in on definite bonus files. Here is what I would suggest.

First of all, I am willing to agree on a definite Ocean Club bonus percentage that does not depend on you spearheading the case. The amount of the bonus can be 5% if you intend to reduce your hours and commitment somewhat; or it can be the original 10% if you continue to give the case your energetic commitment (and agree to allow me to focus your efforts). As an aside, while I have taken all but the Courtney deposition so far, I have tried to give you some of the depositions; and I would like for you to be taking some of the future depositions. I also feel that our growth curve is such that its not necessary for us to be both sitting in the depositions; that is a luxury we can save for the most important depositions.

Secondly, with regards to the length of time prior to payout, prior to these issues arising, in early April, I had already made arrangements to deliver to you a \$10,000 advance on your Ocean Club work; I went to the bank to get the check last Monday morning prior to our meeting; but I did not broach it with you on Monday when I perceived on Monday that you had other issues which apparently needed to be aired. If you are going forward under the above arrangements, you are welcome to this check, which is in my office. If for any reason you leave prior to Ocean Club being resolved, you have no obligation to repay this.

Additionally, you have a trial bonus of 5% coming this month on the Cusack settlement; as the fee is \$52,632 (36% of 146.2k), the 5% results in a bonus check of \$2,632 to you (before taxes).

Additionally, you have a spearheading commission of 20% in Harper; my tentative calculation of this bonus from memory is this: 250k settlement; 34% fee totaling 85k; 50% split with Vernida Hill results in a fee to our firm of 42.5k; 20% to you results in a bonus of \$8,500 (this needs to be checked).

Including the advance on Ocean Club, this would result in bonus payments to you of \$21,132 over the next four weeks or so. This is in addition to the 401k contribution from Bees Ferry. It appears to me that you have a number of other cases which will bonus this year that will boost your pre Ocean Club compensation to over \$90,000 for the year. I expect some partial Ocean Club settlements this year and the final resolution by early next year. This appears to me to be a reasonable compensation package. Please let me know if you disagree.

~~If you would prefer a higher fixed income and lower variable income than the current set up, I am happy to consider your suggestions.~~ FYI, I do anticipate Sallie subcontracting services to us in the near future, so she may be able to lighten our load just a bit. If she does not, I will continue to look for another qualified candidate.

If you would prefer to diversify your case load, please let me know.

Regardless of the above, I need you 100% on board if you stay here. I can't have dissent in the office. Please prioritize resolving this. I am glad you took Monday off and I hope you are refreshed.

Justin

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Documents Presented to the Trial Court by Plaintiffs at the March 2, 2010
Hearing on Plaintiffs' Motion for Reconsideration

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ARBITRATION RESEARCH

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10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 4

O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/29/2006 3686	AM activity Review discovery for JOL revisions and sign; phone call to Elast-o-kote manu for service address; review property card information and compile list of owners by unit since 1/1/98; work on unit notebook	195.00	0.70	136.50	Billable
8/30/2006 3691	AM activity Pull arbitration clause for JOL to review; conference with JC re: subpoena enforcement; phone call with Pat Flynn re: Padgett file; conference with JC re: FOIA requests; conference with JOL re: same; phone call with Colley re: possible inspection; conference with JOL re: possible inspection and documentation; work on unit notebook; phone call with GE's counsel, Steve Psutka; letter and fax to Psutka	195.00	3.40	663.00	Billable
8/31/2006 3594	AM activity Phone call with Colley re: possible inspection; follow-up e-mail to Flynn re: Padgett file and documents	195.00	0.30	58.50	Billable
9/5/2006 3638	AM activity Conference with JOL and JOC re: status of discovery and pleadings; finish compiling list of unit owners since 1/1/98	195.00	1.70	331.50	Billable
9/6/2006 3644	AM activity Review e-mail from JOL re: arbitration and amending complaint; attempted phone call to Flynn re: Padgett file; phone call with Taylor re: status after storm; e-mails to and from Colley re: board meeting update and status of case; draft notice of deposition to Barbara Williams	195.00	0.90	175.50	Billable
9/7/2006 3649	AM activity Review JOL's notes; search for Williams Diagnostic website; pull up architect license information; e-mails to and from Colley re: unit information packet; review LLR for Clarke	195.00	0.50	97.50	Billable
9/11/2006 3677	AM activity Phone call with GE insurance adjuster Patti Murphy; e-mail to Murphy re: requested copy of complaint and request for dec page; phone call with Flynn re: roles of design professionals and files; file memo re: same; conference with JOL re: status and planning; revise unit owner letter, assignment, and questionnaire	195.00	2.60	507.00	Billable
9/12/2006 3684	AM activity Multiple phone calls with Colley re: meeting and letter; revise letter; review documents from Colley	195.00	6.20	1,209.00	Billable

10/30/2009
11:07 AM

Justin O'Toole Lucay, P.A.
Pre-bill Worksheet

Page 6

O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	Information				
9/25/2006 AM 3778	activity Review e-mail file; conference with JOL re: same and new count for McCrory, Williams, and Zurich; follow up on Zurich; review documents for count; conference with JOL re: correspondence; phone call with Colley and JOL; review Bullard's third-party answer; pull and review contract arbitration provisions; pull copy of 1987 A201 document; conference with JOL re: same; phone call with Lee Herring; file memo re: phone call with Colley	195.00	4.20	819.00	Billable
9/26/2006 AM 3780	activity Conference with JOL re: amended complaint; conference with JOL and JC re: parties in amended complaint; look up company information	195.00	0.40	78.00	Billable
9/27/2006 AM 3799	activity Work on questionnaire; phone call with Krasinski re: documents; phone call with Flynn re: documents; phone call with DaPore re: Housémasters; pull information on roof consultant and review; update counsel information and case summary; review documents	195.00	5.60	1,092.00	Billable
9/29/2006 AM 3814	activity Take questionnaires to post office for mailing; phone call from roof expert	195.00	0.30	58.50	Billable
10/2/2006 AM 3818	activity Document review; inventory construction meeting minutes; review draw requests; conference with JOL re: Bates stamping; phone call with homeowner Jay Walls; phone call with McCants re: documents; draft update and incorporate into case summary; e-mail update to JOL	195.00	7.40	1,443.00	Billable
10/3/2006 AM 3825	activity Continue document review; phone calls with homeowners re: forms; review Charleston Glass documents pulled by JOL; brief overview of Padgett documents; conference with JOL re: Bates stamping; conference with JOL re: Williams and Zurich report	195.00	5.60	1,092.00	Billable
10/4/2006 AM 3852	Deposition Phone call with Dick Baxter; phone call with Chuck Baker re: conflicts check; phone call with Colley re: insurance; e-mail to JOL; attempted phone call to Drew Evans; review and organize documents	195.00	5.80	1,131.00	Billable
10/9/2006 AM 3858	activity E-mails from JOL re: design; conference with JOL and MP re: construction meeting minutes; draft demand letter to Zurich; follow up on	195.00	4.80	936.00	Billable

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10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 7

O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	discovery requests and subpoenas; conference with JOL re: status and documents; phone call with Urbanic re: Williams documents; review documents; update JOL re: design professionals				
10/10/2006 AM 3884	activity Document review; phone call to Drew Evans; phone call with Flynn re: Padgett and Clarke documents; phone call with Paul Rahn re: Williams and file documents; conference with JOL re: same; phone call with Krasinski re: Fabral documents; update indexes; phone calls with various homeowners re: forms; work on chronologies and documents to support; segregate documents not relevant to case; create indexes	195.00	6.40	1,248.00	Billable
10/11/2006 AM 3887	activity Review correspondence; conference with JC re: service of amended complaint; attempted phone call to Seeley; conference with JE re: document inventory; document review; discovery follow up	195.00	3.30	643.50	Billable
10/12/2006 AM 3891	activity Review McCrory answer to amended complaint; attempted phone call to Rahn's office re: documents; review Malhotra, Inc. documents; conference with JOL re: documents and review	195.00	1.70	331.50	Billable
10/13/2006 AM 3893	activity Prepare for; travel to and from, and attend board meeting with JOL; conference with JOL re: special meeting; phone call with Rahn re: documents; phone call with Carlson re: stucco and windows; update authorization binder; prepare for special meeting	195.00	5.80	1,131.00	Billable
10/14/2006 AM 3897	activity Conference with MS re: case; travel to and from, and attend special meeting; meeting with Sam Flannigan; meeting and unit walk-through with Bill and Patty Gorelick; meeting and unit walk-through with Donna and Don Ingram	195.00	5.60	1,092.00	Billable
10/17/2006 AM 3898	activity Conference with JOL re: arbitration, status, discovery, and documents; phone calls with Seeley; phone call with Rahn; phone call with Jim Lee; phone call with Drew Evans; attempted phone calls to Flynn; review WPC documents for dec page and engineer contract with regime; organize documents for indexing	195.00	3.30	643.50	Billable
10/18/2006 AM 3901	activity Review amended answer and note amended complaint; conference with JOL re: arbitration and discovery; review letter from Baker re: conflict issue; review JOL letter to Mack; organize documents for indexing	195.00	2.30	448.50	Billable

Letter attached

547

10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 8

O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/19/2006 AM 3904	activity Review documents; conference with JOL and JE re: documents; phone call with Colley; inventory documents with JE; review sales information from Donna Pine and compile for WIP; meeting with JOL and Colley; travel to and from Robertson Law Firm to review documents; conference with Flynn; phone call with Miller	195.00	5.70	1,111.50	Billable
10/20/2006 AM 3906	activity E-mails from JOL re: roof expert and investigation expert; draft motion to compel and cover letter	195.00	1.40	273.00	Billable
10/23/2006 AM 3944	activity Phone call with Flynn; set meeting for JOL, Flynn, and Padgett; phone call with Dale Hassig; prepare Williams photo CD for JOL and Carlson; print photos; organize notebooks for Williams and make notes for review with expert	195.00	4.80	936.00	Billable
10/24/2006 AM 3958	activity Work with and review photos from Williams; finish notebooks; begin index and make notes for meeting with Carlson and JOL; conference with JOL re: arbitration, documents, photos, and status; phone call with Kasinski; review and edit letter to counsel and parties re: arbitration; attempted phone call to Charleston Glass; attempted phone call to Baxter; review Kawneer slider documents; e-mail from Ann McClure re: AVW accepting service; review other cases in Charleston County in which Williams is an expert and make notes for JOL	195.00	9.10	1,774.50	Billable
10/25/2006 AM 3963	activity Review Fabral documents and extract; conference with JOL re: e-mail re: June 2006 meeting; phone call with Baxter; phone call with Henry Verbsky; multiple phone calls to arrange for lift for inspection; edits to counsel letter re: arbitration; phone call with Guagenti; set up template for letters; follow-up phone calls on outstanding discovery to defendants; meeting with JOL and Carlson to review Williams photos <i>extra attached</i>	195.00	8.10	1,579.50	Billable
10/26/2006 AM 3974	activity Phone call with trustee for Lerner; prepare for and meeting with JOL, Flynn, Manos, and Padgett; travel to and from and meeting with the Guagentis; conference with JOL re: meeting with the Guagentis; phone call with Seeley re: documents	195.00	7.00	1,365.00	Billable
10/30/2006 AM 3979	activity Phone calls to set up visit; label photos taken at Guagenti residence and update Building 1 notebook; phone call to Carlson re: scheduling; work	195.00	6.70	1,306.50	Billable

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10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 9

O Club; (continued)

Date ID	Timekeeper Task	Rate Markup %	Hour's DNB Time	Amount DNB Amt	Total
10/30/06	on Colley e-mail/ contact chronology; travel to and from and attend walk-through with Flynn, design team, and CNA adjusters; file memo re: same; conference with JOL re: walk-through, arbitration issue, and Seeley documents; phone call with Ken Carter re: Sonnenborn and documents				
10/31/2006 AM 4437	activity Meeting with JOL, JE, and MP re: documents, review, status, and planning	195.00	0.80	156.00	Billable
11/2/2006 AM 4457	activity Attempted phone call to Baker re: conflict issue; conference with JC re: discovery updates and control sheet	195.00	0.20	39.00	Billable
11/3/2006 AM 4460	activity Conference with JOL re: documents, discovery, memos, affidavits, roof inspection, supplemental discovery, and experts; travel to and from meeting with homeowners Glover	195.00	2.40	468.00	Billable
11/6/2006 AM 4465	activity Update unit notebook for Glover and unit 4206 photos; conference with MS re: status	195.00	0.80	156.00	Billable
11/7/2006 AM 4469	activity Review answers, cross-claims, and summaries; conference with JE re: same; work with regline documents, make notes for follow up, and organize; phone call with Baker re: conflict issue; review file for information; e-mail to Baker and JOL re: same; draft file memos from homeowner interviews and walk-throughs; multiple e-mails and phone calls to set up inspections	195.00	6.40	1,248.00	Billable
11/8/2006 AM 4487	activity E-mails to and from Carlson re: inspection dates; review BASF discovery; update inspection chronology; update parties and witness list; draft file memo re: sealant report; follow-up phone calls to counsel re: discovery; follow up on roof shop drawings; review Housemaster's motion to stay and subcontract; work on Padgett meeting memo	195.00	4.80	936.00	Billable
11/9/2006 AM 4490	activity Review and revise Fabral chronology; work on parties and witness list for roof and windows/sliders witnesses; review Kawneer window documents from third disk; review Bullard and design answers to amended complaint; phone call with Carlson re: inspections and gather documents; review WPC file for specs and plans; phone call with Flynn re: MOA documents and plans	195.00	0.00	0.00	Billable

10/30/2009
11:07 AM

Justin O'Toole Lucey, P.A.
Pre-bill Worksheet

Page 11

O Club: (continued)

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
11/21/2006 AM	4552 activity Review MAR and GE/Lighthouse Products' answers; instructions to JE re: researching installer Aquaseal	195.00	0.20	39.00	Billable
11/27/2006 AM	4555 activity Review Aquaseal information; instructions to JC re: LLR file and subpoena	195.00	0.10	19.50	Billable
12/1/2006 AM	4567 activity E-mails from JOL re: motions and scheduling; work with JC on motion to compel	195.00	0.20	39.00	Billable
12/4/2006 AM	4576 activity Phone call with Colley re: arrangements for inspection and passes to get lift on property; work on crane rental; review letter to JOL from Carter re: Valcourt; e-mail to JOL re: parties to be added	195.00	0.30	58.50	Billable
12/5/2006 AM	4588 activity Review American Warming's answer; review Fabral's answer; discovery work and follow up; review Fabral shop drawings and arrange for copying; several phone calls for arrangements of lift rental; update JOL WIP notebook for new Kawneer photos	195.00	1.60	312.00	Billable
12/6/2006 AM	4624 activity Phone call with Milltzer; review court roster for pending motions and discuss with JOL; conference with JOL, JE, and MS re: expertise of contractors, strict liability, failure to warn, and arbitration research; finalize lift rental; phone call with Colley; draft update e-mail to BOD; phone call with Flynn and follow-up e-mail re: Padgett documents; pull case law for JE re: expertise of contractor; research Williams and work product issue	195.00	5.60	1,092.00	Billable
12/8/2006 AM	4659 activity Conference with JC re: supplemental discovery; phone call with Lombard; prepare file memo re: same; phone call with Vest; phone call with Fabral attorney re: certifications and documents; phone calls with homeowners re: inspections; meeting with Vest re: maintenance, new concrete sprawling, and involvement with reconstruction	195.00	4.20	819.00	Billable
12/11/2006 AM	4662 activity Draft Fabral certification file memo; conference with JOL and JC re: discovery; conference with JOL re: inspection schedule and experts; phone call with Vest; phone call with Paul Emmons at Wausau re: Fabral and new policy as of 1/1/04; phone calls with Milltzer; phone call with Sunbelt Rentals; phone calls with Taylor; phone call with Baxter re:	195.00	7.80	1,521.00	Billable

550

From: Amy Meyer [ameyer@lucey-law.com]
Sent: Thursday, October 19, 2006 5:05 PM
To: 'Justin Lucey'
Subject: Kawneer

Spoke to John. Told him I was getting Chas Glass organized and would look for arbitration/subcontract too. He is very interested in that. By the way, did he tell you about the letter Mack sent out? Mack is trying to get them to stick together.....He said he told you that Kawneer is not really interested in arbitration as a manufacturer.

He already had the first two cds in fed ex package and is sending out tomorrow. He told me that Kawneer did attend the meeting in June but didn't know any specifics yet. Kawneer had to ask for the Williams pictures from McCrory. He said he would also send the Williams' pictures to us.

FYI -he and Max are defending Kawneer in the Bon Secour case that Mike Seekings is handling. John said that Mark Williams is the expert in that case. If you don't know the basics of Bon Secour, I can relay what Mike shared with me during softball. John said that case is heavy in depositions right now.

Amy

October 20, 2006

Via Facsimile (803-779-0016)

and U.S. Mail

Francis M. Mack, Esquire

Richardson, Plowden, Carpenter & Robinson, P.A.

1900 Barnwell Street

Columbia, SC 29201

Re: Wild Dunes Ocean Club Horizontal Property Regime, Inc. v. McCrory
Construction Co., Inc.
Case No.: 2006-CP-10-3222

Frank:

I am following up with you on two important matters in the above-referenced litigation and relating to Ocean Club.

Arbitration

It is my understanding from you that you have enforceable arbitration agreements with most of the other parties involved in this litigation. I do not understand how this could be, as I have seen some of the subcontractor files and they did not contain arbitration agreements. I requested copies of any signed subcontractor arbitration agreements from your office on Monday, but have not received any at all.

Second, some of the parties which McCrory has sued as contributors to the construction defects are suppliers that apparently did not sign McCrory's subcontractor agreements, which allegedly contain an arbitration provision.

Third, the contract between the owner and the engineers specifically deleted any requirement to arbitrate; and the engineers were not a party to the construction contract. There does not appear to be any Marshall Clarke contract, and as Mr. Padgett was not yet working for himself, he would not have signed an arbitration agreement.

While the supplemental provisions to the construction contract do allow joinder of other parties, under the FAA, those other parties cannot be required to arbitrate absent their being a signatory to a binding arbitration agreement. As of yet, there is no indication that non-signatories are

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Francis M. Mack, Esquire
October 20, 2006
Page 2

going to voluntarily arbitrate. Indeed, it appears doubtful that the national suppliers would agree to such.

Since McCrory cannot achieve binding arbitration of this complete dispute, it is unclear why McCrory has filed its Motion to Compel Arbitration. Indeed, it makes little sense for McCrory to have filed third-party complaints against 18 parties, if in fact McCrory intended to arbitrate.

Although these 18 additional parties were brought into the suit by McCrory on August 25, 2006, two months have passed and McCrory has never modified its August 24, 2006 Motion to Compel Arbitration to seek to compel arbitration against the other defendants. (This can hardly be inadvertent; McCrory filed a Motion to Strike within days of receiving plaintiff's Amended Complaint in this matter.)

As it appears that McCrory cannot compel arbitration against some of the important players in this matter, including Kawneer, Carlisle, Wright Padgett Christopher, Ted Padgett, Marshall Clarke, General Electric, and Fabral, it would appear to be in McCrory's best interest to proceed with the court case. As you know from your extensive litigation experience, if the other defendants are not bound by the arbitration process, their contribution to any voluntary resolution will be minimal. Additionally, McCrory will no longer be able to deflect blame to co-defendant subcontractors and suppliers; McCrory will be the sole defendant (or one of very few) and is and will be held solely responsible for all failures by the subcontractors.

You and I spoke by phone a week ago regarding arbitration. You were going to forward me a list of arbitrators and proposed stipulations. This has not been forthcoming.

Williams's Material/Additional Damage

Concurrently, I would like to address an additional matter of great concern.

My clients opened their homes up to your client, McCrory, his insurer, and their mutual expert, Williams Building Diagnostics. Your client, Zurich, and Williams availed themselves of my clients' openness under the guise of investigating what work needed to be done to fulfill your client's warranty obligations. My clients even allowed your client, et al., to perform destructive testing and test repairs. Being under the impression that our clients would share the fruits of the investigation, my clients did not baby-sit your client's investigators. Your client is now refusing to share the results of its investigation. By refusing to share the Williams work, your client is compounding its wrongs in many ways.

First, it is just plain wrong for your client to take advantage of these homeowners in this way.

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Second, the claim set forth in your letter of September 5, 2006, that Williams was a consulting expert (and therefore immune from discovery) simply is baseless. For Williams's investigatory work to be protected by a privilege, it had to have been performed in anticipation of litigation. If this is so, your client used false pretenses to procure access to my clients' structures for Williams. My clients understood that the investigation was for purposes of completing the warranty work.

Third, even if your client ever had a privilege, it was waived when the information was shared numerous times with other parties. In fact, your client encouraged my client to delay action so that Williams could meet with all subcontractors to adopt a game plan. In June of 2006, your client shared Williams's information, including her Power Point presentation, with numerous other parties, attorneys, and carriers. For your client to still claim that Williams's information is privileged borders on the absurd.

Fourth, since the claim of privilege is so wholly unsupportable, it would appear that McCrory's carrier(s) simply are seeking to delay litigation.

Fifth, and most importantly, my clients need to make temporary repairs to stop the water intrusion while we seek a permanent resolution to this problem. Your client's blocking of our access to the Williams information is delaying these repairs, and increasing the ultimate damages in this matter. My clients delayed their own investigation in reliance upon your client's assurances. Your client's refusal to share its information with my clients is causing an additional delay in mitigation as my clients will have to commence the investigation process from scratch. As your client's investigation took over 20 months (notwithstanding its experience and resources) you can imagine how long a new investigation will take.

Sixth, because your client is refusing to share its investigatory work, Ocean Club will now have to duplicate the investigation. This will cost thousands of dollars in expert fees, equipment rental, and the like. Again, your client is increasing the damages in this matter.

As you may anticipate, ultimately Ocean Club will seek to hold McCrory liable for the entirety of its damages. Your client is simply increasing its own damages, while it damages its reputation in the community.

Lastly, please be reminded that the governing documents provide for an award of attorney fees to the prevailing party. Your client's activities are increasing those also. As you know that ultimately either plaintiffs or other litigation parties will obtain the Williams information, you might lower your client's damages by advising McCrory and Williams to provide the information now.

Conclusion

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Francis M. Mack, Esquire
October 20, 2006
Page 4

I am enclosing herewith a signed Stipulation of Dismissal which, by its own terms, expires in ten (10) days. If McCrory and Zurich truly prefer arbitration, you may file it. If you do file it, I will promptly serve McCrory, and McCrory alone, with our arbitration demand. If you fail to file it, Plaintiffs will treat it as an election and/or waiver.

Either way, I trust you will forward us the Williams material.

Cordially yours,

Justin Lucey

JOL/mp
Encl.

cc: Regime Board of Directors, via U.S. Mail
Beth Colley, Property Manager, via fax (881-1398)

From: Office of Lucey Law [office@lucey-law.com]
Sent: Tuesday, December 12, 2006 2:41 PM
To: vdruce@charlestoncounty.org; 'Amanda Stork'
Cc: 'Justin Lucey'; 'Amy Meyer'; brendan.krasinski@alston.com;
austin.hood@brownandbrehmer.com; 'Paul Sperry'; jmccants@ellislawhorne.com;
max.mahaffee@grimcab.com; jmill@llgm.com; sdavies@mgclaw.com;
mark.phillips@nelsonmullins.com; rpf@roblaw.net; 'Frank Mack'; kcarter@turnerpadget.com;
bod@wellsjenkins.com; 'Mike Wilkes'; bwoods@woodsgivens.com; jdapore@ycrlaw.com
Subject: RE: Wild Dunes v. McCrory Construction et al

Virginia:

Based upon Mr. Mack having withdrawn the motion to stay/compel arbitration on behalf of McCrory construction, and Mr. Mack's agreement to answer discovery by December 22, 2006, Plaintiff has agreed to continue all other motions until they can be scheduled by the Court in early January. Thank you for your attention to this matter.

By copy of this email to opposing counsel, I am confirming that Friday's hearing is cancelled.

Further, I would appreciate it if opposing counsel will change their distribution list to add my direct email and Amy Meyer's direct email copied above in lieu of the general mail box that this email is being sent from.

Thank you

Merry Christmas

Justin Lucey

-----Original Message-----

From: vdruce@charlestoncounty.org [mailto:vdruce@charlestoncounty.org]
Sent: Monday, December 11, 2006 5:42 PM
To: Amanda Stork
Cc: brendan.krasinski@alston.com; austin.hood@brownandbrehmer.com; Paul Sperry; jmccants@ellislawhorne.com; max.mahaffee@grimcab.com; jmill@llgm.com; office@lucey-law.com; sdavies@mgclaw.com; mark.phillips@nelsonmullins.com; rpf@roblaw.net; Frank Mack; kcarter@turnerpadget.com; bod@wellsjenkins.com; Mike Wilkes; bwoods@woodsgivens.com; jdapore@ycrlaw.com
Subject: Re: Wild Dunes v. McCrory Construction et al

Ms. Stork,

Thank you for forwarding the letter from Mr. Mack. I will continue the remaining motions to the next available term if there is no objection from any of the other counsel.

If there is objection, I will forward the request to Judge Pieper for consideration.

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Thanks,
Virginia

Virginia Alford Druce
Non Jury Docket Coordinator
Charleston County Clerk of Court
100 Broad Street, St. 106
Charleston, S.C. 29401
843-958-5049 phone
843-958-5020 fax

>>> "Amanda Stork" <astork@rpcrlaw.com> 12/11/2006 4:45 PM >>>
Ms. Druce,

Attached please find a letter from Attorney Francis Mack regarding the various motions scheduled to be heard this Friday in this matter.

Thank you,

Amanda Stork

Richardson Plowden Carpenter & Robinson

1900 Barnwell Street

Columbia, SC 29201

803-253-8684

IRS CIRCULAR 230 DISCLOSURE

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WESTLAW RESEARCH

558

JUSTIN O'TOOLE LUCEY, PA
CLIENT EXPENSE ACCOUNT
415 MILL ST. P.O. BOX 808
MT. PLEASANT, SC 29468-0808
(704) 449-8400

Regions Bank 57-181/532

5/9/2006

02857

PAY TO THE ORDER OF

One Thousand One Hundred Forty-Four and 24/100

\$1,144.24

West Group Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6187

CLIENT EXPENSE ACCOUNT

AUTHORIZED SIGNATURE

MEMO

Acct. no. 10000412256--March

⑈002857⑈ ⑆053201811⑆ 39 0402 3471⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

5/9/2006

02857

Bethards DJ	Research
Bethards	Research
Bees Ferry	Research
Cusack	Research
Gordon, Frank	Research
Salmonsén	Research
Office Expense	Research

417.77
258.48
303.60
138.00
11.32
10.38
4.69

Regions Client Act

Acct. no. 10000412256--March

1,144.24

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT
West Group Payment Center

5/9/2006

02857

Bethards DJ	Research
Bethards	Research
Bees Ferry	Research
Cusack	Research
Gordon, Frank	Research
Salmonsén	Research
Office Expense	Research

417.77
258.48
303.60
138.00
11.32
10.38
4.69

Regions Client Act

Acct. no. 10000412256--March

1,144.24

02889

JUSTIN O'TOOLE LUCEY, PA
 CLIENT EXPENSE ACCOUNT
 416 MILL ST. P.O. BOX 806
 MT. PLEASANT, SC 29465-0806
 (843) 848-8400

Regions
 Bank

67-181/532

6/8/2006

PAY
 TO THE
 ORDER OF

West Group Payment Center

**2,591.54

Two Thousand Five Hundred Ninety-One and 54/100*****

\$

DOLLARS

West Group Payment Center
 P.O. Box 6292
 Carol Stream, IL 60197-6187

CLIENT EXPENSE ACCOUNT

Acct. no. 10000412256--April

AUTHORIZED SIGNATURE

MEMO

⑈002889⑈ ⑈053201811⑈ 39 0402 3471⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

6/8/2006

02889

Bees Ferry	Research	95.41
Cusack	Research	1,486.56
FNB--Crawford	Research	6.55
Creafuro	Research	5.80
Gordon, Frank	Research	5.66
Lilton	Research	10.97
Planter's Place	Research	871.26
Price	Research	17.59
Salmonsens	Research	19.45
Thornley	Research	15.79
Office Expense	Research	56.50

Regions Client Act

Acct. no. 10000412256--April

2,591.54

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

West Group Payment Center

6/8/2006

02889

Bees Ferry	Research	95.41
Cusack	Research	1,486.56
FNB--Crawford	Research	6.55
Creafuro	Research	5.80
Gordon, Frank	Research	5.66
Lilton	Research	10.97
Planter's Place	Research	871.26
Price	Research	17.59
Salmonsens	Research	19.45
Thornley	Research	15.79
Office Expense	Research	56.50

Regions Client Act

Acct. no. 10000412256--April

2,591.54

560

JUSTIN O'TOOLE LUCEY, PA

CLIENT EXPENSE ACCOUNT

415 MILL ST. P.O. BOX 806

MT PLEASANT, SC 29465-0806

(843) 548-8400

West Group Payment Center

Regions

Bank

87-181/532

6/28/2006

**1,358.89

PAY TO THE ORDER OF

One Thousand Three Hundred Fifty-Eight and 89/100*****

West Group Payment Center

P.O. Box 6292

Carol Stream, IL 60197-6187

Acct. no. 10000412256--May

CLIENT EXPENSE ACCOUNT

AUTHORIZED SIGNATURE

002908 053201814 39 0402 3471

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

6/28/2006

02908

Bees Ferry	Research	6.51
FNB--Crawford	Research	6.21
Cusack	Research	73.97
Derrick	Research	0.98
DW Business	Research	128.07
Gordon, Frank	Research	99.91
Harper	Research	4.28
Office Expense	Research	9.89
Litton	Research	61.09
Planter's Place	Research	903.41
Salmonsens	Research	61.16
Turner	Research	3.41

Regions Client Act Acct. no. 10000412256--May

1,358.89

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

6/28/2006

02908

Bees Ferry	Research	6.51
FNB--Crawford	Research	6.21
Cusack	Research	73.97
Derrick	Research	0.98
DW Business	Research	128.07
Gordon, Frank	Research	99.91
Harper	Research	4.28
Office Expense	Research	9.89
Litton	Research	61.09
Planter's Place	Research	903.41
Salmonsens	Research	61.16
Turner	Research	3.41

Regions Client Act

Acct. no. 10000412256--May

1,358.89

561

JUSTIN O'TOOLE LUCEY, PA

CLIENT EXPENSE ACCOUNT

1415 MILL ST. P.O. BOX 808

MT PLEASANT, SC 29466-0808

843-849-1400

West Group Payment Center

Regions

Bank

57-181/632

7/31/2006

1,287.37

PAY TO THE ORDER OF

One Thousand Two Hundred Eighty-Seven and 37/100

West Group Payment Center

P.O. BOX 6992

Carol Stream, IL 60197-6187

Acct. no. 10000412256-June

MEMO

CLIENT EXPENSE ACCOUNT

AUTHORIZED SIGNATURE

0002931 053201811 39 0102 3471

THE REVERSE SIDE OF THE DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK HOLE AT ANGLE TO VIEW

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

7/31/2006

02931

Bees Ferry	Research
FNB--Crawford	Research
Derrick	Research
DW Business	Research
Gordon, Frank	Research
Greentree	Research
Office Expense	Research
Bethards	Research
Salmonsens	Research

884.87
0.33
45.18
131.89
95.43
57.49
31.71
7.10
33.37

Regions Client Act

Acct. no. 10000412256-June

1,287.37

JUSTIN O'TOOLE LUCEY, PA CLIENT EXPENSE ACCOUNT

7/31/2006

02931

Bees Ferry	Research
FNB--Crawford	Research
Derrick	Research
DW Business	Research
Gordon, Frank	Research
Greentree	Research
Office Expense	Research
Bethards	Research
Salmonsens	Research

884.87
0.33
45.18
131.89
95.43
57.49
31.71
7.10
33.37

Regions Client Act

Acct. no. 10000412256-June

1,287.37

562

JUSTIN O'TOOLE LUCEY, PA

CLIENT EXPENSE ACCOUNT

10000412256-Sept.

West Group Payment Center

PO Box 6292

Carol Stream, IL 60197-6187

Acct. no. 10000412256-Sept.

Regions
Bank

67-181/532

003004

10/19/2006

1,223.56

DOLLARS

CLIENT EXPENSE ACCOUNT

AUTHORIZED SIGNATURE

003004 1053201814 39 0402 3471

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

IN O'TOOLE LUCEY, PA, CLIENT EXPENSE ACCOUNT

10/19/2006

003004

Greentree	Research	88.10
Barnard	Research	198.07
Bees Ferry	Research	164.54
Bethards	Research	1.31
Brooks	Research	546.83
Clark	Research	70.31
Harper	Research	3.97
Office Expense	Research	41.22
Rothkopf	Research	91.43
Smith, Ed	Research	16.22
Thomas, C	Research	1.56

Regions Client Act Acct. no. 10000412256-Sept.

1,223.56

IN O'TOOLE LUCEY, PA, CLIENT EXPENSE ACCOUNT

10/19/2006

003004

Greentree	Research	88.10
Barnard	Research	198.07
Bees Ferry	Research	164.54
Bethards	Research	1.31
Brooks	Research	546.83
Clark	Research	70.31
Harper	Research	3.97
Office Expense	Research	41.22
Rothkopf	Research	91.43
Smith, Ed	Research	16.22
Thomas, C	Research	1.56

Regions Client Act

Acct. no. 10000412256-Sept.

1,223.56

563

JUSTIN O'TOOLE LUCEY, PA

CLIENT EXPENSE ACCOUNT
 1416 MILL ST. P.O. BOX 808
 MAPLEASANT, SC 29465-0808
 (843) 849-8400

West Group Payment Center

Regions
 Bank

67-181/632

003036

11/27/2006

**1,229.94

One Thousand Hundred Twenty-Nine and 94/100*****

West Group Payment Center

P.O. Box 6292

Carol Stream, IL 60197-6187

Acct. no. 10000412256--Sept.

DOLLARS

CLIENT EXPENSE ACCOUNT

AUTHORIZED SIGNATURE

003036 1053201814 39 0402 3471

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW

JUSTIN O'TOOLE LUCEY, PA, CLIENT EXPENSE ACCOUNT

11/27/2006

003036

Greentree	Research
Barnard	Research
Bees Ferry	Research
DW Business	Research
Harper	Research
Litton	Research
Lucey, MB	Research
Ocean Club	Research

426.45
 126.26
 94.68
 114.24
 189.55
 105.12
 49.49
 124.15

Regions Client Act Acct. no. 10000412256--Sept.

1,229.94

JUSTIN O'TOOLE LUCEY, PA, CLIENT EXPENSE ACCOUNT
 West Group Payment Center

11/27/2006

003036

Greentree	Research
Barnard	Research
Bees Ferry	Research
DW Business	Research
Harper	Research
Litton	Research
Lucey, MB	Research
Ocean Club	Research

426.45
 126.26
 94.68
 114.24
 189.55
 105.12
 49.49
 124.15

Regions Client Act

Acct. no. 10000412256--Sept.

1,229.94

564

565

575

Harper vs. Trident

568

Contingency

2/28/2010 2:14 PM

Register: Harper

From 01/01/2006 through 02/28/2010

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
01/24/2006	2789	West Goup Payment ...	Regions Client Act (spl...	Research			208.29	2,279.23
02/24/2006	2813	Arthur S. Shorr & As...	Regions Client Act	Retainer			5,000.00	7,279.23
03/03/2006	2818	Charlyne Butler X	Regions Client Act	Retainer--Life ...			1,000.00	8,279.23
03/17/2006	2821	Clerk of Court Charl...	Regions Client Act	Scheduling ord...			25.00	8,304.23
03/31/2006	2830	FedEx	Regions Client Act (spl...	To Shorr			23.72	8,327.95
03/31/2006	2830	FedEx	Regions Client Act (spl...	To Oakes			11.36	8,339.31
04/20/2006	2840	Ray Swartz & Associ...	Regions Client Act	L. and J. Harpe...			337.50	8,676.81
04/20/2006	2842	Clark & Associates	Regions Client Act (spl...	Krauss depo.--i...			1,321.80	9,998.61
04/20/2006	2842	Clark & Associates	Regions Client Act (spl...	Accetta depo.--...			722.25	10,720.86
04/21/2006	2843	FedEx	Regions Client Act (spl...	To Oakes			31.81	10,752.67
04/21/2006	2843	FedEx	Regions Client Act (spl...	To Schorr			35.82	10,788.49
04/24/2006	2844	American Express--B...	Regions Client Act	Kinko's--copies			644.34	11,432.83
05/09/2006	2853	Department of Health...	Regions Client Act	Detailed Claim...			25.39	11,458.22
05/17/2006	2866	S.C Department of L...	Regions Client Act	License inform...			13.07	11,471.29
05/25/2006	2878	MUSC Medical Center	Regions Client Act	Copies of films			50.00	11,521.29
06/28/2006	2905	Woodside & Associa...	Regions Client Act	Retainer			750.00	12,271.29
06/28/2006	2908	West Goup Payment ...	Regions Client Act (spl...	Research			4.28	12,275.57
06/30/2006	2910	FedEx	Regions Client Act (spl...	To Oakes			13.60	12,289.17
07/19/2006	2921	Clark & Associates	Regions Client Act (spl...	Hunter depo.--i...			691.90	12,981.07
07/19/2006	2923	American Express--B...	Regions Client Act (spl...	Cancellation fe...			50.00	13,031.07
07/25/2006	56003	Affinity Videonet	Regions Client Act	Reimburse can...	50.00			12,981.07
08/15/2006	2933	American Express--B...	Regions Client Act (spl...	Mitchell video ...			50.00	13,031.07
09/19/2006	2962	Medical University o...	Regions Client Act	Copying Kraus...			18.86	13,049.93
09/19/2006	2963	Arthur S. Shorr & As...	Regions Client Act	Expert services			502.08	13,552.01
09/27/2006	2974	FedEx	Regions Client Act (spl...	To videoconfer...		X		13,552.01
09/27/2006	2974	FedEx	Regions Client Act (spl...	To Clark & Ass...		X		13,552.01
09/27/2006	2974	FedEx	Regions Client Act (spl...	To Oakes		X		13,552.01
09/27/2006	2975	FedEx	Regions Client Act (spl...	To videoconfer...			33.09	13,585.10
09/27/2006	2975	FedEx	Regions Client Act (spl...	To Clark & Ass...			32.48	13,617.58
09/27/2006	2975	FedEx	Regions Client Act (spl...	To Oakes			16.84	13,634.42
10/19/2006	2996	American Express--B...	Regions Client Act (spl...	Affinity--Lemo...			1,025.00	14,659.42
10/19/2006	2996	American Express--B...	Regions Client Act (spl...	Affinity--Verde...			670.00	15,329.42
10/19/2006	2997	AT&T--One Net	Regions Client Act	Lemcke, Verde...			222.25	15,551.67
10/19/2006	2998	McKee Court Report...	Regions Client Act	Oakes depo.--i...			358.75	15,910.42
10/19/2006	2999	Gary K. Oakes, M.D.	Regions Client Act	Consulting fees			5,906.25	21,816.67
10/19/2006	3000	Clark & Associates	Regions Client Act (spl...	Verdeja depo.--...			565.50	22,382.17
10/19/2006	3000	Clark & Associates	Regions Client Act (spl...	Combs depo.--i...			897.40	23,279.57
10/19/2006	3004	West Goup Payment ...	Regions Client Act (spl...	Research			3.97	23,283.54
10/26/2006	3007	FedEx	Regions Client Act (spl...	To Shorr			15.31	23,298.85
10/26/2006	3007	FedEx	Regions Client Act (spl...	To Oakes			11.05	23,309.90

Page 1

569

Contingency

2/28/2010 2:14 PM

Register: Harper

From 01/01/2006 through 02/28/2010

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
10/26/2006	3007	FedEx	Regions Client Act [spl...	To FL Court R...			33.95	23,343.85
10/26/2006	3007	FedEx	Regions Client Act [spl...	From Oakes			8.91	23,352.76
10/26/2006	3007	FedEx	Regions Client Act [spl...	To Oakes			16.78	23,369.54
10/26/2006	3007	FedEx	Regions Client Act [spl...	To Oakes			33.37	23,402.91
10/26/2006	3007	FedEx	Regions Client Act [spl...	From FL court ...			10.21	23,413.12
11/01/2006	3012	Clerk of Court Charl...	Regions Client Act	Motion for con...			25.00	23,438.12
11/02/2006	3015	Amy K. Meyer	Regions Client Act [spl...	Gas--Oakes de...			23.85	23,461.97
11/02/2006	3015	Amy K. Meyer	Regions Client Act [spl...	Lunch--Oakes ...			8.10	23,470.07
11/02/2006	3017	Clark & Associates	Regions Client Act	Lencke depo.--...			707.05	24,177.12
11/21/2006	3023	Clerk of Court Charl...	Regions Client Act	Motion to com...			25.00	24,202.12
11/21/2006	3024	Clerk of Court Charl...	Regions Client Act	Motion for prot...			25.00	24,227.12
11/27/2006	3027	FedEx	Regions Client Act [spl...	To Shorr			22.41	24,249.53
11/27/2006	3027	FedEx	Regions Client Act [spl...	To Shorr			41.00	24,290.53
11/27/2006	3029	Serve-One, Inc.	Regions Client Act	Bradley service...			90.00	24,380.53
11/27/2006	3031	National Depo	Regions Client Act	Shorr depo.--in...			734.75	25,115.28
11/27/2006	3032	Arthur S. Shorr & As...	Regions Client Act	Expert services			4,275.00	29,390.28
11/27/2006	3036	West Goup Payment ...	Regions Client Act [spl...	Research			189.55	29,579.83
11/28/2006	3037	AT&T	Regions Client Act	Phone call--Sh...			54.06	29,633.89
11/29/2006	3038	Clerk of Court Charl...	Regions Client Act	Motion to excl...			25.00	29,658.89
12/11/2006	3047	Bullet Deliveries of ...	Regions Client Act [spl...	To Court			16.28	29,675.17
12/11/2006	3047	Bullet Deliveries of ...	Regions Client Act [spl...	To Barnwell W...			21.00	29,696.17
12/11/2006	3047	Bullet Deliveries of ...	Regions Client Act [spl...	To Court			9.45	29,705.62
12/11/2006	3047	Bullet Deliveries of ...	Regions Client Act [spl...	To Court			17.85	29,723.47
12/11/2006	3049	Zahn Court Reporting	Regions Client Act	Floyd depo. ap...			85.00	29,808.47
12/11/2006	3050	Process Service, Inc.	Regions Client Act [spl...	Service on Vau...			25.00	29,833.47
12/11/2006	3050	Process Service, Inc.	Regions Client Act [spl...	Service on Mar...			55.00	29,888.47
12/11/2006	3053	Arthur S. Shorr & As...	Regions Client Act	Expert services			593.75	30,482.22
12/11/2006	3054	West Goup Payment ...	Regions Client Act [spl...	Research			817.02	31,299.24
12/20/2006	3063	National Depo	Regions Client Act	Trevathan depo...			621.60	31,920.84
12/20/2006	3064	Woodside & Associa...	Regions Client Act	Expert services			1,470.35	33,391.19
01/12/2007	3106	Clark & Associates	FNB Client Checking	Finch depo.--in...			926.70	34,317.89
01/12/2007	3108	National Depo	FNB Client Checking [...	Trevathan depo...			385.70	34,703.59
01/12/2007	3108	National Depo	FNB Client Checking [...	Hunter depo.--i...			296.97	35,000.56
01/24/2007	3118	West Goup Payment ...	FNB Client Checking [...	Research			118.37	35,118.93
02/12/2007	3122	Charlyne Butler	FNB Client Checking	Expert services			2,965.96	38,084.89
02/12/2007	3123	Gary Oakes	FNB Client Checking	Expert services			1,031.25	39,116.14
02/12/2007	3124	Jean R. Hutchinson	FNB Client Checking	Expert services			990.00	40,106.14
02/12/2007	3125	Bouressa & Gales	FNB Client Checking	DeMott depo.--...			724.85	40,830.99
02/14/2007	3126	Woodside & Associa...	FNB Client Checking	Expert services			1,251.25	42,082.24
02/20/2007	3129	American Express--B...	FNB Client Checking [...	Pacer search			3.52	42,085.76

570

Contingency

2/28/2010 2:14 PM

Register: Harper

From 01/01/2006 through 02/28/2010

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
03/07/2007	3140	Bertram C. Finch, III...	FNB Client Checking	Deposition time			1,500.00	43,585.76
03/29/2007	3168	Berkeley County Pro...	FNB Client Checking	Conservatorship			67.50	43,653.26
04/26/2007	3195	Clerk of Court Charl...	FNB Client Checking	Petition for mi...			25.00	43,678.26
05/03/2007	1762	Trust	FNB Client Checking	Reimburse clie...	43,585.76			92.50
06/06/2007		Justin O'Toole Lucey...	FNB Client Checking [...]	Write off	92.50			0.00
08/20/2007	3282	Medical University o...	FNB Client Checking	Krauss file			20.85	20.85
10/30/2007		Justin O'Toole Lucey...	FNB Client Checking [...]	Write-off	20.85			0.00

JUSTIN O'TOOLE LUCEY, PA
ATTORNEYS AT LAW

415 MILL STREET, MT. PLEASANT, SC 29464

PHONE: 843.849.8400 • FAX: 843.849.8406 • office@lucy-law.com

Justin Lucey
Amy K. Meyer
Marisa M. Spicer

Reply to:
P.O. Box 806
Mt. Pleasant, SC 29465

January 29, 2007

Via Hand Delivery.

And Via Facsimile: 577-7708

John A. Jones, Esq.
Barnwell Whaley Patterson & Helms, LLC
885 Island Park Drive
Charleston, SC 29402

Via U.S. Mail

And Via Facsimile: 803-231-7875

John C. Bradley, Jr., Esquire
Sowell Gray Stepp & Laffitte, LLC
1310 Gadsden Street
Post Office Box 11449
Columbia, SC 29211

Via U.S. Mail

And Via Facsimile: 919-828-2277

David H. Batten, Esquire
Cranfill, Sumner & Harzog, LLP
225 Hillsborough Street, Suite 300
Raleigh, North Carolina 27603

Re: *Harper v. Trident Medical Center, et al.*
Case No. 2005-CP-10-0043

Dear Counsel:

Enclosed please find Jean Hutchinson's file notes in the above-referenced matter. Ms. Hutchinson will also bring her file to her deposition on February 7, 2007.

Should you have any questions or concerns, please do not hesitate to contact our office.

Cordially yours,



Amy K. Meyer

Enclosures

cc: Jean Hutchinson

572

JUSTIN O'TOOLE LUCEY, PA
ATTORNEYS AT LAW

415 MILL STREET, MT. PLEASANT, SC 29464

PHONE: 843.849.8400 • FAX: 843.849.8406 • office@lucy-law.com

Justin Lucey
Amy K. Meyer
Marisa M. Spicer

Reply to:
P.O. Box 806
Mt. Pleasant, SC 29465

January 22, 2007

Via Hand Delivery
And Via Facsimile: 577-7708
John A. Jones, Esq.
Barnwell Whaley Patterson & Helms, LLC
885 Island Park Drive
Charleston, SC 29402

Via U.S. Mail
And Via Facsimile: 803-231-7875
John C. Bradley, Jr., Esquire
Sowell Gray Stepp & Laffitte, LLC
1310 Gadsden Street
Post Office Box 11449
Columbia, SC 29211

Via U.S. Mail
And Via Facsimile: 919-828-2277
David H. Batten, Esquire
Cranfill, Sumner & Hartzog, LLP
225 Hillsborough Street, Suite 300
Raleigh, North Carolina 27603

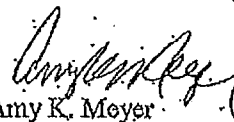
Re: *Harper v. Trident Medical Center, et al.*
Case No. 2005-CP-10-0043

Dear Counsel:

Enclosed please find the formal Notice of Deposition, Duces Tecum for Dr. DeMott for Friday, January 26, 2007 per my previous email to you. We have changed the location to the one selected by Dr. DeMott. However, the telephone number will need to be provided to us.

Should you have any questions or concerns, please do not hesitate to contact our office.

Cordially yours,


Amy K. Meyer

Enclosures

0001

1 IN THE CIRCUIT COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
2 COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

3
4
5
6

JACQUELINE HARPER, IN BEHALF OF AND AS GUARDIAN AD LITEM FOR
7 NICHOLAS HARPER, A MINOR CHILD, AND AS TRUSTEE OF THE
NICHOLAS HARPER TRUST

8 VS.
TRIDENT MEDICAL CENTER, LLC., D/B/A TRIDENT MEDICAL CENTER,
9 LOW COUNTRY WOMEN'S SPECIALISTS, INC., CHRISTOPHER R.
ACCETTA, M.D., AND MARTHA KRAUS

10
11

CASE NO. 2005-CP-10-43

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DEPOSITION OF DR. EDWIN TREVATHAN

16

NOVEMBER 30TH, 2006

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0002

1 INDEX

PAGE

2 INDEX	2	
3 DEPOSITION INFORMATION		3
4 APPEARANCES	4	
5 EXAMINATIONS		
6 Direct Examination		
by Mr. Batten	5	
7 Cross Examination		
by Mr. Lucey	43	

574

8 Cross Examination
by Mr. Jones 71

9
EXHIBIT

10 Defendant Trident Exhibit I 5

11 Plaintiff Exhibit 40 60

12 (EXHIBITS WERE ATTACHED TO THE TRANSCRIPT)

13 OBJECTIONS

14 by Mr. Batten 62, 64
by Mr. Lucey 63
15 by Mr. Jones 18, 23, 31,
37, 40, 41, 73, 74, 75, 77

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NOTARIAL CERTIFICATION AND SEAL 79

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0003

1 IN THE CIRCUIT COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
2 COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

3

4 JACQUELINE HARPER, in behalf)
of and as guardian ad litem)
5 for NICHOLAS HARPER, a minor)
child, and as Trustee of the)
6 NICHOLAS HARPER TRUST,)
Plaintiffs,)

7
8 VS.)Case No. 2005-CP-10-43
TRIDENT MEDICAL CENTER, LLC.,)
d/b/a TRIDENT MEDICAL CENTER,)
10 LOW COUNTRY WOMEN'S)
SPECIALISTS, INC.,)
11 CHRISTOPHER R. ACCETTA, M.D.,)
and MARTHA KRAUS,)

575

12)
Defendants.)

13
14 DEPOSITION OF DR. EDWIN TREVATHAN,
15 taken on behalf of the Defendant Trident Medical Center, at
16 the offices of WASHINGTON UNIVERSITY SCHOOL OF MEDICINE,
17 DIVISION OF PEDIATRIC AND DEVELOPMENTAL NEUROLOGY,
18 One Children's Place, Northwest Tower Building, Suite 1260,
19 in the City of St. Louis, State of Missouri, on the 30th day
20 of November, 2006, before Michelle L. Pachesa, Registered
21 Professional Reporter, Certified Court Reporter, and Notary
22 Public.

23

24

25

0004

1 APPEARANCES

2

3 VIA TELEPHONE:

COUNSEL FOR THE PLAINTIFFS:

4 JUSTIN O'TOOLE LUCEY, P.A.

By Mr. Justin O. Lucey

5 411 Mill Street, P.O. Box 806

Mt. Pleasant, South Carolina 29464

6 843.849.8400

7

COUNSEL FOR THE DEFENDANT TRIDENT MEDICAL CENTER:

8 CRANFILL, SUMNER & HARTZOG, LLP

By Mr. David H. Batten

9 225 Hillsborough Street, Suite 300

Raleigh, North Carolina 27603

10 919.828.5100

11

VIA TELEPHONE:

12 COUNSEL FOR THE DEFENDANTS LOW COUNTRY, ACCETTA & KRAUS:

BARNWELL, WHALEY, PATTERSON & HELMS, LLC

13 By Mr. John A. Jones

885 Island Park Drive, P.O. Drawer H

14 Charleston, South Carolina 29402

843.577.7700

15

16 WITNESS:

DR. EDWIN TREVATHAN

17

18 ALSO PRESENT:

BRAD SMITH, VIDEOGRAPHER

574

19

20 REPORTER:

MICHELLE L. PACHESA

21 Certified Court Reporter

License No. 853(g)

22

23

24

25

577

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO: 2005-CP-10-0043

Jacqueline HARPER in behalf of and as)
guardian ad litem for Nicholas HARPER,)
a minor child, and as Trustee of the)
NICHOLAS HARPER TRUST,)

Plaintiffs,)

vs.)

TRIDENT MEDICAL CENTER, LLC,)
d/b/a TRIDENT MEDICAL CENTER,)
LOWCOUNTRY WOMEN'S)
SPECIALISTS, INC.; CHRISTOPHER R.)
ACCETTA, M.D., and MARTHA KRAUSS,)

Defendants.)

**PLAINTIFFS'
SUPPLEMENTAL DISCOVERY
RESPONSES TO ALL DFEENDANTS
TO NAME EXPERT WITNESSES**

TO: ALL COUNSEL OF RECORD

Plaintiffs supplement their responses to All Defendants' Discovery Requests by naming
the following expert witnesses:

1. Gary K. Oakes, M.D.

Dr. Oakes is a licensed obstetrician in Savannah, Georgia. He is expected to testify as to the standard of care for labor and delivery care and whether the Defendants breached this standard. He may also testify regarding certain aspects of causation. There is no written statement or report from Dr. Oakes at this time. Dr. Oakes' curriculum vitae is attached.

2. Arthur S. Shorr, FACHE

Mr. Shorr is a health care administration consultant and is expected to testify as to the standard of care in hospital administration and whether the Defendants breached this standard. There is no written statement or report from Mr. Shorr at this time. Mr. Shorr's curriculum vitae is attached.

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3. Charlyne Butler, PT, MHS, MBA

Ms. Butler is expected to testify regarding Plaintiff Nicholas Harper's future needs in managing his disability. She is also expected to formulate a comprehensive Life Care Plan for Nicholas Harper. Ms. Butler's Life Care Plan for Nicholas Harper will be produced once it has been received by the Plaintiffs. Ms. Butler's curriculum vitae is attached.

4. Jean Hutchinson, M.Ed., CRC, CVE

Ms. Hutchinson is a certified Vocational Consultant in Charleston, South Carolina. She is expected to testify as to Plaintiff Nicholas Harper's future employability and vocational needs given his disability. There is no written statement or report from Ms. Hutchinson at this time.

5. Perry B. Woodside, III, PhD

Mr. Woodside is an economist and is expected to value Plaintiff Nicholas Harper's economic damages including but not limited to his lost earning capacity, future care, pain and suffering and loss of enjoyment of life. There is no written statement or report from Mr. Woodside at this time.

JUSTIN O'TOOLE LUCEY, P.A.

BY:

Justin O'Toole Lucey, Esq.
Amy K. Meyer, Esq.
415 Mill Street
Post Office Box 806
Mount Pleasant, S. C. 29465-0806
(843) 849-8400

Charleston, South Carolina
February 28, 2010

ATTORNEYS FOR PLAINTIFFS

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON NINTH JUDICIAL CIRCUIT
CASE NO.: 2005-CP-10-43

Jacqueline HARPER, in behalf of and as)
guardian ad litem for Nicholas HARPER,)
a minor child, and as Trustee of the)
NICHOLAS HARPER TRUST,)

Plaintiffs,)

VS.)

TRIDENT MEDICAL CENTER, LLC d/b/a)
TRIDENT MEDICAL CENTER, LOW COUNTRY)
WOMEN'S SPECIALISTS, INC.,)
CHRISTOPHER R. ACCETTA, M.D., and)
MARTHA KRAUS,)

Defendants.)

Oral Deposition of STEVEN L. HUNTER,
at the American Airlines Admirals Club,
Terminal B, Dallas/Fort Worth, Texas,
commencing at 7:55 a.m., Tuesday,
November 28, 2006, before June Pate, CSR.

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFFS:

3 JUSTIN O'TOOLE LUCEY, P.A.
4 BY: MR. JUSTIN O'TOOLE LUCEY, ESQ.
(APPEARING TELEPHONICALLY)
5 415 Mill Street
Mt. Pleasant, South Carolina 29464
(843)849-8400

6

7 FOR THE DEFENDANT, TRIDENT MEDICAL CENTER, LLC
d/b/a TRIDENT MEDICAL CENTER:

8 CRANFILL, SUMNER & HARTZOG, LLP
9 BY: MR. DAVID H. BATTEN, ESQ.
225 Hillsborough
Suite 300
Raleigh, North Carolina 27603
10 (919)828-5100

11

12 FOR THE DEFENDANTS, LOW COUNTRY WOMEN'S
SPECIALISTS, INC., CHRISTOPHER R. ACCETTA,
M.D., and MARTHA KRAUS:

13 BARNWELL, WHALEY, PATTERSON & HELMS, LLC
14 BY: MR. JOHN A. JONES, ESQ.
(APPEARING TELEPHONICALLY)
885 Island Park Drive
15 P.O. Drawer H
Charleston, South Carolina 29402
16 (843)577-7700

17

18

19

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25

1 STEVEN L. HUNTER,
2 having been duly sworn, testified under oath as follows:

3 EXAMINATION

4 BY MR. LUCEY:

5 Q. Please state your full name and address for
6 the record.

7 A. Steven L. Hunter, 11002 Richmond Avenue,
8 Lubbock, Texas 79424.

9 Q. Is that address your personal address?

10 A. Personal, yes.

11 Q. What is your phone number, please?

12 A. 806-368-6666.

13 Q. What is your work contact information,
14 please?

15 A. 806-252-3583.

16 Q. Fax number there?

17 A. I have no idea. I'll have to get a card
18 here.

19 Q. What is your current position, please?

20 A. I'm CEO of Covenant Health System.

21 Q. How long have you been in that position?

22 A. A year and a half.

23 Q. I have a document in front of me entitled
24 "Steven L. Hunter, FACHE," that is a little less than
25 one page long, entitled "Biography."

JUSTIN O'TOOLE LUCY, PA
ATTORNEYS AT LAW

415 MILLE STREET, N.E. PLAINFIELD, SC 29461

PHONE: 843.849.8400 • FAX: 843.849.8406 • office@lucy-law.com

Justin Lucy
Amy K. Meyer
Masha M. Spicer

843.849.8406
843.849.8406
843.849.8406

November 28, 2006

Via Email
and Via Facsimile: 919-828-2279
David H. Batten, Esquire
Granfill, Summer & Hartzog, LLP
225 Hillsborough Street, Suite 300
Raleigh, North Carolina 27603

Re: *Harper v. Trident Medical Center, et al.*
Case No. 2003-CR-10-0043

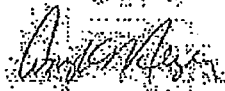
Dear Dave:

This letter is to confirm that Defendant, Trident Medical Center has withdrawn Allison Dillon, M.D., as an expert witness in the above referenced matter.

Please sign below confirming your withdrawal of Allison Dillon, M.D., as an expert witness.

Thank you for your cooperation in this matter.

Cordially yours,


Amy K. Meyer

Dave Batten

cc: Jay Jones (Via Facsimile and Email)

November 21, 2006

Via Facsimile (920-432-6313)

Robert DeMott, M.D.

704 South Webster Avenue, Suite 300

Green Bay, WI 54301

Re: *Harper v. Trident Medical Center, LLC, et al.*
2005-CP-10-0043

Dr. DeMott:

Enclosed herewith for service upon you, please find a Subpoena which requires that you produce your file in the above-referenced matter by November 29, 2006. We will pay a reasonable copying fee of up to 10 cents (\$.10) per page. Additionally, please overnight your documents to our office via FedEx. For billing purposes, our FedEx Account number is 1468-3495-7.

Please execute below indicating that you accept service of the enclosed Subpoena, and return the same by facsimile to the number referenced above. If you are unable or unwilling to accept service, please let me know immediately, so that I may arrange for a sheriff to perfect service upon you.

Thank you in advance for your cooperation. Please do not hesitate to contact the office with any questions you may have.

Cordially yours,

Jennifer A. Clough
Paralegal

Enclosure

cc: John C. Bradley, Esquire (803-231-7875)
John A. Jones, Esquire (577-7708)
David H. Batten, Esquire (919-828-2277)

I HEREBY ACCEPT SERVICE OF THE ENCLOSED SUBPOENA:

Dated: November __, 2006

Robert DeMott, M.D.

585

November 21, 2006

Via Facsimile (305-669-6472)
Michael S. Duchowny, M.D.
Miami Children's Hospital
Dept. of Neurology
3200 SW 60th Court #302
Miami, FL 33155-4079

Re: *Harper v. Trident Medical Center, LLC, et al.*
2005-CP-10-0043

Dr. Duchowny:

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John A. Jones, Esquire (577-7708)
David H. Batten, Esquire (919-828-2277)

I HEREBY ACCEPT SERVICE OF THE ENCLOSED SUBPOENA:

Dated: November __, 2006

Michael S. Duchowny, M.D.

November 21, 2006

Via Facsimile ()
Virginia Floyd, M.D.
1575 Walker Avenue
College Park, GA 30337

Re: *Harper v. Trident Medical Center, LLC, et al.*
2005-CP-10-0043

Dr. Floyd:

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Dated: November __, 2006

Virginia Floyd, M.D.

587

November 21, 2006

Via Facsimile (806-723-7183)

Steve Hunter, President
Covenant Health System
3615 19th St
Lubbock, TX 79410

Re: *Harper v. Trident Medical Center, LLC, et al.*
2005-CP-10-0043

Mr. Hunter:

Enclosed herewith for service upon you, please find a Subpoena which requires that you produce your file in the above-referenced matter by November 29, 2006. We will pay a reasonable copying fee of up to 10 cents (\$.10) per page. Additionally, please overnight your documents to our office via FedEx. For billing purposes, our FedEx Account number is 1468-3495-7.

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John A. Jones, Esquire (577-7708)
David H. Batten, Esquire (919-828-2277)

I HEREBY ACCEPT SERVICE OF THE ENCLOSED SUBPOENA:

Dated: November __, 2006

Steve Hunter

November 21, 2006

Via Facsimile (404) 727-0536
Joyce L. King, CNM, PhD, MSN, RN
Neil Hodgson School of Nursing
Emory University
Department of Family and Community Nursing
1520 Clifton Road, NE
Atlanta, GA 30322-4027

Re: *Harper v. Trident Medical Center, LLC, et al.*
2005-CP-10-0043

Ms. King:

Enclosed herewith for service upon you, please find a Subpoena which requires that you produce your file in the above-referenced matter by November 29, 2006. We will pay a reasonable copying fee of up to 10 cents (\$.10) per page. Additionally, please overnight your documents to our office via FedEx. For billing purposes, our FedEx Account number is 1468-3495-7.

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November 21, 2006

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Green Bay, WI 54301

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