

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DAVID D. STANFIELD,

CASE NO. 08-CP-10-1997

Plaintiff(s),

-vs-

GINA REEVES, ANGELICA HATTAWAY,

Defendants/Third-Party Plaintiffs,

-vs-

DATALINE, INC.,

Third-Party Defendant.

COPY

THE DEPOSITION OF GINA REEVES taken on behalf of the Defendants/Third-Party Plaintiffs on Tuesday, November 23, 2010, commencing at 5:33 p.m. at the Law Offices of the Wigger Law Firm, North Charleston, South Carolina.

REPORTED BY: Nicole D. White



SPECTRU

COURT REPORTING SERV

Post Office Box

Mt. Pleasant, SC

Spectrum.AAA@gmail

Δ Exhibit #

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1 of 12

1 ~~*~~ didn't have any contact with anybody from there.

2 Q. Do you know of any written document where
3 Mr. Stanfield has defamed you or asked for your
4 termination?

5 ~~*~~ A. Not that I'm aware of.

6 Q. Do you know of any time Mr. Stanfield verbally
7 asked for your termination?

8 ~~*~~ A. Not that I'm aware of.

9 Q. Do you know of any time Mr. Stanfield slandered
10 you or committed liable against you?

11 A. Only rumors in the office.

12 Q. Did you report to the corporate office that
13 Mr. Stanfield had misappropriated funds?

14 A. Nope.

15 Q. Did you report to the corporate office that
16 Mr. Stanfield had committed time sheet fraud?

17 A. Nope.

18 Q. Did you report to the corporate office
19 Mr. Stanfield had stolen government property?

20 A. Nope.

21 Q. Did you report to the corporate office that
22 Mr. Stanfield had a company called Stantech?

23 A. Nope.

24 Q. Have you ever spoken to anyone concerning a
25 company called Stantech?

1 who they could?

2 A. No.

3 MR. WEEDON: One second. Can I
4 talk to you guys for one minute? I
5 apologize.

6 MR. STANFIELD: That's fine. I'll
7 take a restroom break.

8 (Whereupon, there was a short break
9 in the proceedings.)

10 BY MR. STANFIELD:

11 Q. Ms. Reeves, why do you think you were terminated
12 from Dataline?

13 A. I think that it had to do with reporting
14 Mr. Stanfield.

15 Q. And you reported Mr. Stanfield for what?

16 A. As we talked about, the problems of materials
17 being sent illegally to the wrong jobs.

18 Q. Did Mr. Stanfield fire you?

19 A. Nope.

20 Q. Did Mr. Stanfield have the ability to fire you?

21 A. Not physically.

22 Q. Did Mr. Stanfield request your firing?

23 A. Not that I've been told or been shown anything
24 of.

25 Q. So you've never seen any document or anything

1 suggesting that Mr. Stanfield had any
2 participation in your firing?
3 A. I'm not privy to any of that information, as far
4 as employee records and stuff.
5 Q. Do you smoke marijuana, Ms. Reeves?
6 A. No, I do not.
7 Q. Have you in the past?
8 A. Yes, I have.
9 Q. Did you smoke marijuana behind Dataline's office
10 in Charleston?
11 A. No.
12 Q. Do you know of anyone that did?
13 A. I heard the rumors in the office.
14 Q. And what were those rumors?
15 A. Julie and Ginger primarily, but that Shelly and
16 Angela had been involved in it, as well. That
17 they were smoking in the warehouse and in the
18 back of the building.
19 Q. Yet all of those folks listed took the drug test
20 and passed and you refused. What was the reason
21 you refused?
22 A. My brother was dying. I had to go to the
23 hospital.
24 Q. During these accusations that you placed to the
25 corporate office, did you consider Angelica like

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1 Q. So you think it's highly suspect that
2 Mr. Stanfield possibly did somehow participate
3 in your firing?
4 A. I think it could be possible.
5 Q. But you have no evidence in any written form?
6 A. No. I said I think it could be possible.
7 Q. And on your perception within your mind you're
8 going to attempt to collect damages from
9 Mr. Stanfield?
10 A. I don't know what to expect.
11 Q. You're seeking damages through this lawsuit from
12 Mr. Stanfield through a perception in your mind?
13 A. I'm not understanding what you're asking me.
14 Q. Because you think Mr. Stanfield had something to
15 do with your firing you're attempting to collect
16 damages; is that correct?
17 A. No.
18 Q. You filed a lawsuit against Mr. Stanfield
19 attempting to collect damages.
20 A. No, I filed a counter suit.
21 Q. A suit is a suit. You're attempting to
22 collect --
23 A. It's a counter suit, because you sued me.
24 Q. Filed a counter suit attempting to collect
25 damages from Mr. Stanfield because of a

1 perception that you have in your mind that
2 Mr. Stanfield had something to do with your
3 firing; is that correct?

4 A. Partly.

5 Q. And if this suit is fulfilled, what damages are
6 you expecting to get from Mr. Stanfield from
7 this perception?

8 A. I don't know.

9 Q. But you filed a suit. You don't know what
10 you're expecting to get?

11 A. No, I don't.

12 MR. STANFIELD: I'm finished. I
13 have nothing further.

14 R-E-E-X-A-M-I-N-A-T-I-O-N

15 BY MR. WEEDON:

16 Q. Ms. Reeves you testified earlier that you went
17 to dinner with a Tony Porton?

18 A. Uh-huh.

19 MR. STANFIELD: Yes, sir.

20 Q. When was that?

21 A. After -- let's see, after I walked -- after I
22 walked out. It was about two weeks later,
23 maybe.

24 Q. What -- when you say walked out, what do you
25 mean?

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DAVID D. STANFIELD,

CASE NO. 08-CP-10-1997

Plaintiff(s),

-vs-

GINA REEVES, ANGELICA HATTAWAY,

Defendants/Third-Party Plaintiffs,

-vs-

DATALINE, INC.,

Third-Party Defendant.

THE DEPOSITION OF DAVID D. STANFIELD taken on behalf of the Defendants/Third-Party Plaintiffs on Tuesday, November 23, 2010, commencing at 12:41 p.m. at the Law Offices of the Wigger Law Firm, North Charleston, South Carolina.

REPORTED BY: Nicole D. White

 **SPECTRUM**
COURT REPORTING SERVICES

Post Office Box 1286
Mt. Pleasant, SC 29553
Spectrum@sigmail.com
853.849.0133

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1 MR. WEEDON: Okay. That's all I
2 have.

3 MR. STANFIELD: I have some, but
4 can I take a five-minute restroom break?

5 MR. WIGGER: Sure.

6 E-X-A-M-I-N-A-T-I-O-N

7 BY MR. STANFIELD:

8 Q. My name is Dave Stanfield, pro se. For the sake
9 of keeping things simple, I'll refer to myself
10 as Mr. Stanfield in questions. Ms. Hattaway,
11 how long did you work at Dataline?

12 A. **Approximately four years.**

13 Q. Do you know of any written document where
14 Mr. Stanfield has defamed you or asked for your
15 termination?

16 A. **Not that I recall.**

* 17 Q. Do you know of any verbal conversation where
18 Mr. Stanfield asked anyone to terminate you?

* 19 A. **Not that I recall.**

20 Q. Did Mr. Stanfield terminate you?

21 A. **No.**

* 22 Q. Did Mr. Stanfield participate in your
23 termination?

24 A. **I don't know.**

25 Q. Why do you think you were terminated?

1 A. Because of having Mr. Stanfield questioned about
2 illegal activities in the Charleston branch.

3 Q. And because you had Mr. Stanfield questioned
4 about alleged illegal activities you think that
5 you were fired?

6 A. Yes.

7 Q. And -- but -- and you just stated that
8 Mr. Stanfield had nothing to do with that
9 though, correct?

10 A. No. I didn't say you had nothing to do with it.

11 Q. You said that Mr. Stanfield --

12 A. I said you did not fire me.

13 Q. -- did not fire you. Did Mr. Stanfield request
14 you to be fired in a written document?

15 A. I said I don't know.

16 Q. Did Mr. Stanfield ask for your firing?

17 A. Again, I don't know.

18 Q. You said that they got rid of you in earlier
19 testimony because you complained; is that
20 correct?

21 A. Partly, yes.

22 Q. If it were a legitimate complaint do you think
23 that the company would have wanted you gone, as
24 you said?

25 A. Yes.

1 Hanahan?

2 **A. It was not a harassment charge, it was a**
3 **complaint.**

4 **Q. Harassment complaint, that's correct though?**

5 **A. Yes, it is.**

6 **Q. How much time transpired before you realized it**
7 **was a legitimate complaint?**

8 **A. I don't know.**

9 **Q. After you realized it was a legitimate complaint**
10 **did you do -- did you make any effort to erase**
11 **the complaints that you'd made against**
12 **Mr. Stanfield in the Hanahan Police Department?**

13 **A. No, I did not.**

14 **Q. You didn't feel there was -- it was necessary,**
15 **there was any necessity in erasing that**
16 **complaint?**

17 **A. No, I did not.**

18 **Q. Again, what, what role do you feel that Mr.**
19 **Stanfield played in the termination of your**
20 **employment?**

21 **A. I don't know.**

22 **Q. You don't know, but you brought suit against Mr.**
23 **Stanfield for damages; is that correct?**

24 **A. I don't know.**

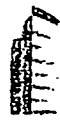
25 **Q. You have to know, you filed the lawsuit. Did**

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you or did you not bring suit against Mr. Stanfield for damages pertaining to the loss of your employment?
A. I don't understand the question.
Ms. Hattaway, did you bring suit against Mr. Stanfield for damages pertaining the loss of your employment?
A. Counter suit.
Suit, counter suit, did you or did you not?
A. Didn't I just answer that?
You did bring suit against Mr. Stanfield?
A. Counter suit.
Okay, counter suit. And what damages do you feel Mr. Stanfield was responsible for in regards to your termination?
A. I don't know.
You filed suit, but you don't know what damages you hope to recoup from Mr. Stanfield?
A. I don't know.
Did you file the suit of your own accord, Ms. Hattaway?
A. Yes, I did.
No one else influenced you or provoked you or had any influence on your filing this suit?
A. Mr. Stanfield had an influence.

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- * 1 Q. So what type of monetary award are you seeking
2 from Mr. Stanfield?
- 3 A. **I don't know.**
- 4 Q. Do you know of anyone that has ever gone out
5 behind the Dataline building and smoked
6 marijuana products?
- 7 A. **No, I've heard rumor.**
- 8 Q. And what would those rumors be?
- 9 A. **The girls up front.**
- 10 Q. The girls up front, but none of the girls in the
11 back?
- 12 A. **No.**
- 13 Q. Can you name those girls up front, please?
- 14 A. **Julie, Ginger, Shelly, Angela.**
- 15 Q. Julie, Ginger, Shelly, Angela, that's all? And
16 you had heard rumors that these four individuals
17 would go out behind Dataline and smoke marijuana
18 products?
- 19 A. **Yes, I did.**
- 20 Q. But you never participated?
- 21 A. **No, I did not.**
- 22 Q. Did you ever hear rumors or do you know, have
23 knowledge of Ms. Gina Reeves going out back and
24 smoking marijuana products?
- 25 A. **No.**



MUSC Health
MEDICAL UNIVERSITY of SOUTH CAROLINA

David D Stanfield
5820 Stewart St
Hanahan, SC 29410-2740

Home Phone: 843-296-0073
Aitername Phone: 843-296-0073
E mail Address:

March 26, 2010

Dear David D Stanfield,

Your next appointment is scheduled with:

Langdon A. Hartsock, MD
05/11/2010 at 09:15AM
Orthopedics And Sports Medicine

Your appointment is scheduled at **West Ashley Bone And Joint Center**. The address to this location is **2125 Charlie Hall Blvd**.

You may receive a patient satisfaction survey. Your comments and suggestions will help us evaluate our services and understand how we may improve the care we provide to our patients. Your time in completing this survey is greatly appreciated.

We strive to keep our records current. From time-to-time, we may need to contact you regarding your appointment(s). Please take a moment to verify the address and phone number(s) listed above and let us know if there are any changes.

We would also like to remind you of any additional appointments that are currently scheduled for you at MUSC. If your records are different or if you need to change an appointment, please contact the scheduling office by using the phone number listed next to the appointment. Or visit us at www.kMUSCHealth.com to request your appointment on line.

If you have questions regarding any lab appointments that may be scheduled in the below itinerary, please contact the ordering physician. ***Please note: If you have a lab appointment scheduled in the list of appointments below, patients are taken on a first come, first serve basis.***

<u>Date</u>	<u>Time</u>	<u>Provider</u>	<u>Service</u>	<u>Location</u>	<u>Phone</u>
05/11/2010	09:15AM	Langdon A. Hartsock, MD	Orthopedics And Sports Medicine	West Ashley Bone And Joint Center	843 576-0111

You may now access your UMA and CFC Physician statements on-line by going to: musc.bhawk.com. Credit or debit card payments can be made on-line. Please sign up today!

Attention patients traveling to our downtown Charleston offices. There is a \$3.00 (maximum or 75/half hour) charged for outpatient parking. Valet parking is also available at Ashley River Tower, Hollings Cancer Center, and Ruffalo Tower for \$5 per visit.

Thank you for choosing MUSC for your health care needs.

EXHIBIT
#1
10/08

Suspect cause for Non Union Aseptic failure of Intramedullary
Nailing procedures in Fractures of the Distal femur.

By: David Stanfield
April 2010

Suspect cause for Non Union Aseptic failure of Intramedullary Nailing procedures in Fractures of the Distal Femur.

By: David Stanfield

Intramedullary fixation of femoral fractures is bio-mechanically one of the best methods of repair available. The IM Nail provides for early rehabilitation and weight-bearing of the fractured extremity. It has many important advantages in comparison to other extra-medullary fixation methods such as minimum blood loss, firm fixation with indirect healing and a reduced number of local and systemic complications. Modern medical practice promotes immediate ambulatory mobility to reduce complications associated with prolonged bed rest and muscular atrophy. The Intramedullary Nail allows for an expedient return to limited mobility and normalcy of life.

The researcher is the primary case study for this paper. His personal experience along with examining countless published articles have led to this conclusion. The researcher is male, non smoker good health at age 42. An equestrian accident has produced a simple closed fracture 9 centimeters from the distal end of the left femur. A Reamed Intramedullary Nail was placed into the femur without incident. Postoperative bone alignment was good and no complications of the procedure were experienced. After four weeks the affected leg had nearly returned to normal with regard to swelling and soft tissue healing from the trauma.

The first four weeks of therapy during recovery were non aggressive. Crutches were utilized for mobility with no weight bearing and only gentle repetitive motion exercise of the knee joint was attempted. No complications were noted during the first four weeks postoperative. At the beginning of the fifth week aggressive physical therapy was begun as well as 50% weight bearing on the repaired femur. During the third session of therapy the patient reported a mechanical clicking in the leg located around the fracture site. The mechanical click within the leg was discounted by medical staff as cartilage or scar tissue rubbing the fracture site. As physical therapy continued the clicking became more pronounced and painful eventually causing the patient to cancel future therapy sessions. Patient was convinced that the bones at the fracture site were rubbing together and that the symptoms were increasing with therapy. After repeated complaints by the patient over a thirty day period the fracture was finally investigated by the attending doctor.

The results of the investigation (as shown in figures one and two) is that the distal portion of the femur has become unstable and now has lateral movement despite the Intramedullary nail currently employed. This lateral movement of the distal portion is a direct result of improper postoperative care and rehabilitation for the type of fracture present in the patients femur. The researcher fully believes that if recovery would have been confined utilizing non weight bearing and non aggressive physical therapy that complete union and recovery would have been achieved. Currently the researchers physician recommends invasive plating of the femur as the only option to achieve union.



Figure 1

Figure 2

As you can discern from figures one and two when the distal portion of the fracture is stressed in opposing directions there is movement above and below the fracture site. This movement in figures one and two is evident by the dark empty cavity appearing to the left of the IM rod as Valgus Stress is applied and in figure two to the right of the rod as Varus pressure is applied. Notice the swing of the Distal portion of the fracture despite the IM Nail as the stresses are reversed. This movement is a direct result of the breakdown of the cancellous bone surrounding the IM Nail on both sides of the fracture site.

Figure three below clearly shows a much tighter fit within the cancellous bone to the IM Nail at the fracture site in a post operative review. The conclusion is that the Intramedullary Nail insertion surgery was completely successful with good alignment and a tight fit within the reamed canal. The choice of utilizing a minimal compliment of securing hardware (screws) was unfortunate and also contributed to the fracture site instability. Looking again at figures one and two there is a noticeable pivot of the IM Nail on the proximal side of the fracture. This pivot is obviously the result of a single screw placed in the proximal end of the IM Nail creating a pendulum type effect. The utilization of two or more supporting screws in the proximal end of the IM Nail would have disallowed any pivotal movement. Additionally in the case of extreme distal fractures below 12.5 centimeters the maximum amount of securing hardware should be utilized to compensate for the short distance of the IM Nail protruding into the distal end of the fracture. In the case being studied a minimal compliment of hardware, suitable for a mid to proximal fracture, was unfortunately utilized. Additionally it is arguable wether a single securing screw, proximal in this case, should ever be utilized regardless of the fracture location.

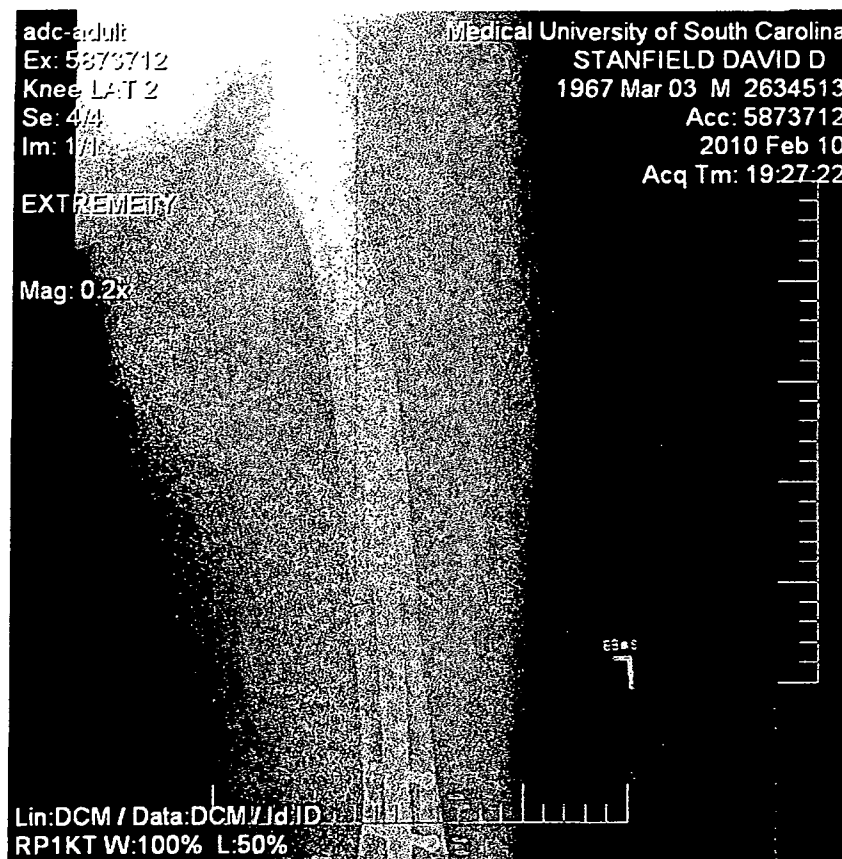


Figure 3

The overall majority of aseptic non-union Intramedullary Nailing procedure failures occur in the extreme distal Femur region of the bone. The primary cause of aseptic non-union failure in the distal regions of the femur is believed by this researcher to be a direct result of standard recovery therapeutic practice being applied postoperative. Common formation of the human femur is nonuniform in diameter along the femoral shaft. The distal regions of the femoral shaft are several millimeters larger in diameter than the mid and proximal ends. This non-uniform width of the femur shaft provides for a larger diameter of the medullary cavity on the distal end. See figure 4.

Reaming of the medullary cavity in preparation for the Intramedullary nailing procedure is gauged by the mid shaft diameter to avoid thinning the outer walls of the femoral mid shaft. In most cases the reamed cavity while sufficiently seated into compact hard bone at the proximal end and mid shaft point will only burrow into cancellous bone and marrow at the distal end of the femur due to the natural widening of the medullary canal. While this situation in itself is not sufficient reason for non-union failure, the proximity of the fracture site to the distal end of the femur combined with this factor will play a primary role in a non-union failure due to improper after care and rehabilitation.

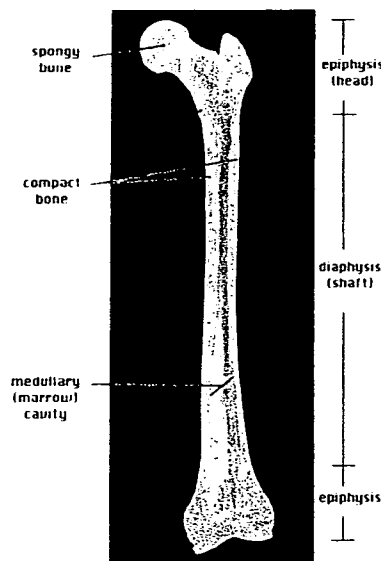


Figure 4

Care and judgement should be considered by the attending physician in determining whether the Intramedullary Nail at the fracture point does in fact engage compact hard bone in the surrounding femur walls for several centimeters in both the distal and proximal directions. Determining this fact will direct the physician as to the type of aftercare and physical

therapy necessary to promote healing and guarantee that non-union will not result from improper postoperative care.

Normal postoperative care and physical therapy of Intramedullary Nailing procedures of the Femur allow for immediate partial weight bearing within days of the insertion. Additionally rehabilitation physical therapy will begin immediately to reduce muscular atrophy. Barring complications this therapy will elevate to full weight bearing within six weeks and progressive muscular physical therapy all along the way. Full weight bearing and ambulatory mobility is encouraged and generally achieved by eight to twelve weeks after insertion of the Intramedullary Nail.

It is the observance of this researcher that in most cases of femoral fracture, in the mid to proximal regions of the bone, that this standard recovery therapeutic practice is well advised and results in positive progress and healing. Unfortunately in lower distal fractures of the femur this standard postoperative recovery treatment can prove to be counterproductive and harmful to the patient. Aggressive postoperative weight bearing and forced movement of the knee joint while engaged in physical therapy may result in instability of the fracture site on the distal end and a high occurrence of aseptic non-union failures of the Intramedullary Nailing procedure.

As stated earlier great care should be given to determine if the Femoral nail is surrounded by and in contact with compact hard bone at the fracture site and several centimeters proximal and distal of the fracture site. Or the fracture site is only slightly distal of the mid point of the femur and will have an abundance of distal length of nail below the fracture location. If this in fact is the case the standard postoperative recovery methods may be utilized with no increased incidence of nonunion failure. If the Intramedullary Nail does not engage compact hard bone on all sides at the fracture site and extending several centimeters proximal and distal, or does not have an abundance of length distal the fracture site, this researcher places that number at 12.5 centimeters, than a different standard for postoperative recovery must be utilized to insure success.


Lower distal femoral fractures in which the Intramedullary Nail on the distal side resides only in cancellous bone and marrow both above and below the fracture site or when the fracture occurs within 12.5 centimeters of the distal end of the femur should still be repaired utilizing the locking Intramedullary Nail procedure. Postoperative procedures for recovery and physical therapy in these cases must be reevaluated when the attending physician has recognized the conditions afore mentioned. As the cancellous and marrow material within the bone is porous and soft great care should be given not to allow weight bearing mobility or forced extension or retraction of the knee joint of the affected limb. While the locking screws of the Intramedullary Nail will transfer any weight placed on the device to below the

fracture the supporting cancellous and marrow material surrounding the nail will begin to degrade and break down with each repeated application of weight or forced movement of the knee joint. This breakdown of the nail supporting material will allow for slight lateral movement which will progress in severity over time and as a result of additional therapy. Prolonged weighted movement of the knee joint and weight bearing of the affected limb will result in fracture site instability on the distal side of the fracture. After instability is achieved additional surgical procedures will be necessary to insure union of the fracture site. In the case of lower distal fracture repairs that fit into the above category this researcher recommends only touchdown weight bearing and light non aggressive movement of the knee joint for the first twelve weeks of recovery. Physical therapy and weight bearing of a progressive nature should begin only after fracture union has been achieved.

It is the authors desire to locate and enlist a surgeon who can repair the instability of the fracture site as previously described, without the use of invasive plating of the femur. There appears to be several options available such as bone grafting and partial casting or bracing. Additionally there appears to be unused holes in the Intramedullary Nail, currently employed, that could be utilized for additional securing hardware. The bone is healing as evident in figures one and two showing calcium buildup on the fracture ends. Unfortunately with constant instability a union will not result despite the healing process. The fracture site is only moderately unstable with movement but is degenerating with time. It is the authors hope that a less invasive procedure possibly combining partial immobilization along with grafting and or additional securing of the IM Nail, could be employed and achieve success.

If you believe that you have a solution for this problem please contact me as soon as possible. I will travel to your location or make arrangements for your procedures to be accomplished at the Medical University of South Carolina. Thank you for your consideration.

VR



David Stanfield

HOOD LAW FIRM, LLC

ATTORNEYS AT LAW

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OF COUNSEL

DEBORAH HARRISON SHEFFIELD

March 28, 2011

VIA EMAIL

Caroline Leonard (ccleonard@charlestoncounty.org)
Deputy Clerk of Court
Charleston County Court of Common Pleas
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Re: David D. Stanfield v. Gina Reeves, Angelica Hattaway v. Dataline, Inc.
C/A No. 08-CP-10-1997, Charleston CP
HLF File No. 344.004

Dear Caroline:

Please be advised that we have settled the third-party claim in the above-referenced matter and we are, therefore, withdrawing the Motion for Summary Judgment. The hearing scheduled for April 7, 2011 at 10:30 a.m. can be cancelled. By copy of this letter, I am advising all parties of same. Thank you for your assistance in this matter.

Kind regards,

Yours truly,



Dow A. Davidson

DAD/lny/cwb

cc: David D. Stanfield, *Pro Se Plaintiff* [Via U.S. Mail]
M. Lee Daniels, Jr., Esquire [Via Email]
Jarrel L. Wigger, Esquire [Via Email]

△ Exhibit C
J

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CASE NO.: 2008-cp-10-1997

DAVID STANFIELD,)
)
PLAINTIFF,)
)
VS.)
)
GINA REEVES and)
ANGELICA HATTAWAY,)
)
DEFENDANTS.)
_____)

MOTIONS HEARING

held before the Honorable Kristi L. Harrington
Mia Perron, Circuit Court Reporter, 9th Judicial Circuit
in the Charleston County Courthouse
Charleston, South Carolina
on Wednesday, March 2, 2011, Commencing at 9:09 a.m.

SUSAN "MIA" PERRON, CVR-CM
Circuit Court Reporter - 9th Judicial Circuit
Post Office Box 31865
Charleston, South Carolina 29417-1865
1-706-231-6028

Q's
Exhib ~~1~~ D
/ OF 10

FORM 0-100 / JARVIS REPORTING SERVICE & MFG. CO. 800-450-0110

APPEARANCES OF COUNSEL

FOR THE PLAINTIFF: Pro Se

FOR THE DEFENDANT: Jarrel Wigger, Esquire
Wigger Law Firm
8086 Rivers Avenue
North Charleston, South Carolina 29406

INDEX TO PROCEEDINGS

PAGE

PROCEEDINGS

3

CERTIFICATE OF COURT REPORTER

7

EXHIBITS

[None]

PROCEEDINGS

1
2 THE COURT: Mr. Wigger, I'll be happy to hear
3 from you.

4 MR. WIGGER: Your Honor, we're here today
5 pursuant to the trial docket calling of the case of
6 Stanfield vs. Reeves and Hattaway.

7 Mr. Stanfield is not present and this is the
8 third time he hasn't shown up for docket call so we
9 would move for a verdict against Mr. Stanfield on our
10 counterclaims against him.

11 THE COURT: All right. And what counterclaims
12 are still pending? I understand there had been a
13 settlement previously, a consent order for partial
14 dismissal of this case; is that correct?

15 MR. WIGGER: Yes, ma'am.

16 When we -- when Mr. Stanfield was a plaintiff,
17 he sued our ladies, we crossclaimed against the
18 company they were working for, Dataline, and
19 counterclaimed against Mr. Stanfield for defamation,
20 slander and libel. The claims that were crossclaims
21 against Dataline have been settled. The counterclaim
22 against Mr. Stanfield remains, which is defamation
23 and slander.

24 THE COURT: All right. And then, Mr. Wigger,
25 will we need to set this for any sort of damages

1 hearing at a later date?

2 MR. WIGGER: It's up to the Court, Your Honor.
3 We're here prepared to testify about it today. I
4 don't think it will take that long. Or if you want to
5 reset it later, that's fine, too.

6 THE COURT: I'm going to, out of an abundance
7 of caution, since Mr. Stanfield is not here and he is
8 pro se.

9 So what relief are you seeking today?

10 MR. WIGGER: A judgment in favor of the cross --
11 counterclaim plaintiffs on the pleadings. And I don't
12 even know whether -- this is the first time I've had
13 somebody not even show up for their own trial. But I
14 guess it would be a motion for directed verdict or a
15 motion for summary judgment or whatever. I don't --
16 we want judgment against the plaintiff on our claims.

17 THE COURT: All right. Judgment against the
18 plaintiff on all remaining claims.

19 Mr. Wigger, if you will prepare an order as such
20 and then we will set this for a damages hearing in
21 thirty days.

22 MR. WIGGER: Yes, ma'am.

23 THE COURT: And if you will make sure that Mr.
24 Stanfield is -- I will sign the order.

25 And also make sure that Mr. Stanfield is

1 notified of what happened here today.

2 And we will set this for a damages hearing in
3 thirty days.

4 MR. WIGGER: Yes, ma'am.

5 And just to inform the Court, we tried to serve
6 him with some notices in the past several months or
7 so. He's got a kind of a compound. We had a guy
8 climb over a fence to try to serve him and he got
9 chased by some dogs and such. So we'll do our best to
10 serve him but we'll also serve him by regular mail,
11 too.

12 THE COURT: All right. Thank you. And I
13 appreciate your persistence and your process server's
14 persistence in attempting to get him served, but I
15 think that is the best course of action at this time.

16 Thank you, Mr. Wigger.

17 And good luck to you both. Thank you.

18 [HEARING CONCLUDES AT 9:12 A.M.]
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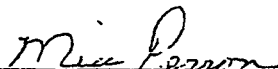
C E R T I F I C A T E

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, the undersigned Mia Perron, Circuit Court Reporter for the 9th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of the motions hearing held before the Honorable Kristi L. Harrington, on Wednesday, March 2, 2011.

I do further certify that I am neither kin nor counsel to any of the parties and have no interest in the outcome of this action.

Dated this 17th day of November, 2011.



Mia Perron, CVR-CM
Circuit Court Reporter
9th Judicial Circuit

MIA PERRON, CVR-CM

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