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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2012-CP-40-7392
Appellate Case No. 2014-001728

RECEIVED
MAR 08 2015
SC Court of Appeals

Frank "Doc" Haynie.....Appellant,

v.

The City of Forest Acres, Mark W. Williams, Shaun Greenwood, and Clark Frady, in their individual capacities..... Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGM T IN A CIVIL CASE

CASE NUMBER: 2012CP4007392

Frank Doc Haynie

City Of Forest Acres

Mark M Williams

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☒ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____

Judge Code _____

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 1 July 2014 to attorneys of record or to parties (when appearing pro se) as follows:

J. Lewis Cromer

Kirby Darr Shealy III

Alfred Johnston Cox

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Jeanette W. McBridge

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M. Williams,
Shaun Greenwood and Clark Frady in their
individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2012-CP-40-7392

**ORDER DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION**

RECEIVED
C.S.P. 5/30/14
JUN 30 PM 12:06
RICHLAND COUNTY

This matter comes before the Court by way of Plaintiff Frank "Doc" Haynie's Motion to Reconsider pursuant to Rule 59(e), SCRCP. Specifically, Plaintiff asks this Court to reconsider its Orders Granting Summary Judgment to Defendants the City of Forest Acres, Mark M. Williams, Shaun Greenwood and Clark Frady filed April 14, 2014.

After careful consideration of the record in this case and the submissions of the parties, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby **DENIES** Plaintiff's Motion under Rule 59(e), SCRCP to Reconsider this Court's Orders filed April 14, 2014. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

IT IS SO ORDERED.

Columbia, South Carolina
June 25, 2014


G. Thomas Cooper, Jr., Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2012CP4007392

Frank Doc Haynie

City Of Forest Acres

Mark M Williams

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
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IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

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Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
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Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 15 April 2014 to attorneys of record or to parties (when appearing pro se) as follows:

J. Lewis Cromer

Kirby Darr Shealy III

Alfred Johnston Cox

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Jeanette W. McBride

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M. Williams,
Shaun Greenwood and Clark Frady in their
individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2012-CP-40-7392

**ORDER GRANTING INDIVIDUAL
DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT**

RICHLAND COUNTY
FILED
2014 APR 14 PM 12:12
JENNIFER W. HENDON
C.C.P. & G.S.

This action came before the Court on February 21, 2014 for a hearing on a Motion for Summary Judgment filed by Defendants Mark M. Williams, Shaun Greenwood and Clark Frady, in their individual capacities (collectively "Defendants"). Defendants assert that they are entitled to summary judgment as to Plaintiff's sole cause of action against them for civil conspiracy because the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-70(a), provides that public employees cannot be held liable for acts or omissions committed within the scope of their official duties. Defendants assert that at all relevant times regarding this action they were acting within the course and scope of their employment with Defendant City of Forest Acres ("City").¹

For the reasons that follow, Defendants' Motion is **GRANTED**.

PROCEDURAL HISTORY

Plaintiff Frank "Doc" Haynie ("Plaintiff") initiated this action on November 2, 2012 by filing a Summons and Complaint against City and three of City's current and/or former employees, Defendants Mark M. Williams ("Williams"), Shaun Greenwood ("Greenwood"), and Clark Frady ("Frady"). It is undisputed that each of the individual Defendants was at all times relevant to the

¹ In May 2005, Defendant Williams, the City Administrator for the City of Forest Acres, hired Defendant Greenwood for a position in Code Enforcement with the City based upon Greenwood's performance of similar duties for Williams while both were employed by the Town of Summerville. Williams hired Defendant Frady as the Building Official for Forest Acres in 2010.

allegations of Plaintiff's Complaint employed by City to enforce City's ordinances and to administer its government.

Plaintiff claims that the individual Defendants are liable for civil conspiracy by allegedly:

- "demand[ing] that Plaintiff stop work and present drawings and specifications" before continuing construction on a storage shed located on Plaintiff's residential property on Brentwood Drive (Complaint at ¶ 10);
- "inform[ing] Plaintiff that his drawing[s] [for the storage shed on his Brentwood Drive residential property] failed to meet code . . . and that he should not go forward with construction" (*Id.* at ¶ 11);
- "revok[ing] [Plaintiff's] permit and plac[ing] a 'stop work' order on his entire property" as a result of Plaintiff's failure to create job specifications that met the applicable International Residential Code (2006) (*Id.* at ¶ 13);
- "ma[king] [Plaintiff] stop work on all of his projects and charg[ing] that his work done on the Covenant Road project was not acceptable" (*Id.* at ¶ 15);
- "cit[ing] [Plaintiff] for numerous other violations of the building codes" (*Id.* at ¶ 17); and
- "embarrass[ing] the plaintiff publicly in the presence of other people and even on occasions call[ing] in law enforcement to give the false impression that the plaintiff was a dangerous person who might do . . . harm" (*Id.* at ¶ 18).

Although they dispute Plaintiff's allegations and/or characterization of their actions, Defendants moved for summary judgment on December 27, 2013, asserting that even if those allegations and characterizations are true, there is no genuine issue of material fact regarding the question of whether the actions they took with respect to Plaintiff were within the course and scope of their employment with City.

BRIEF FACTUAL BACKGROUND²

On March 21, 2011, Defendant Frady, City's Director of Code Enforcement, visited residential property located on Brentwood Drive, owned by Plaintiff's wife. He conducted a

² The only relevant events occurred after November 2, 2009, three years prior to the date of Plaintiff's filing of the Summons and Complaint in this action.

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required inspection of a storage shed that was under construction. Frady and Plaintiff then got into a dispute as to whether the shed's footings met the requirements of the building code. This dispute was eventually referred to and resolved by the Forest Acres Code Board of Appeals ("Board") in accordance with the dictates of the building code.

On or about June 20, 2011, Frady issued citations to Plaintiff related to the Brentwood Property. Plaintiff pled guilty to one of the three citations and paid a \$750 fine. Pursuant to a plea agreement between Plaintiff and City, the remaining two citations were *nolle prossed* by City.

Plaintiff has also alleged that some or all of the individual Defendants instructed or persuaded Mr. Nassar Alquza, owner of commercial property located on Covenant Road that was under construction intermittently from 2008 to 2011, to fire Plaintiff as general contractor on the project. Plaintiff was fired from the job around the time that Frady inspected the project and indicated that a bathroom's dimensions were not in compliance with the requirements of the Americans with Disabilities Act. Another witness, David Cook, testified by deposition that after Plaintiff was terminated, he and Frady were able to resolve the issue regarding the bathroom.

LEGAL STANDARD

Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), *SCRPC*; *Singleton v. Sherer*, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008); *BPS, Inc. v. Worthy*, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2005). In determining whether any triable issue of fact exists, the evidence, and all inferences which can reasonably be drawn therefrom, must be viewed in the light most favorable to the nonmoving party. *Worthy* at 325, 608 S.E.2d at 158.

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The party seeking summary judgment bears the initial burden of demonstrating the absence of a genuine issue of material fact. *Rumpf v. Massachusetts Mut. Life Ins. Co.*, 357 S.C. 386, 393, 593 S.E.2d 183, 186 (Ct. App. 2004). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleading. . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue." *Id.*

DISCUSSION

Plaintiff's sole cause of action against the individual Defendants is for civil conspiracy. A civil conspiracy consists of three requisite elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) that causes the plaintiff special damage. *Lee v. Chesterfield General Hosp. Inc.*, 289 S.C. 6, 10, 344 S.E.2d 379, 382 (Ct. App. 1986). "Conspiracy may be inferred from the nature of the acts committed, the relationship of the parties, the interests of the alleged conspirators, and other relevant circumstances." *Moore v. Weinberg*, 373 S.C. 209, 228, 644 S.E.2d 740, 750 (Ct. App. 2007). The Court considers Plaintiff's civil conspiracy action pursuant to South Carolina law and concludes that there is no genuine issue of material fact as to whether Defendants' alleged actions fell within the course and scope of their employment with City. Therefore, the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-70, precludes Plaintiff's civil conspiracy claim.

Section 15-78-70(a) of the South Carolina Tort Claims Act provides "[a]n employee of a governmental entity who commits a tort while acting within the scope of his official duty is not liable therefor except as expressly provided for in subsection (b)." Section 15-78-70(b) provides: "Nothing in this chapter may be construed to give an employee of a governmental entity immunity from suit and liability if it is proved that the employee's conduct was not within the scope of his



official duties or that it constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.” *Id.* Section 15-78-30(i) defines “scope of official duty” as “(1) acting in and about the official business of a governmental entity and (2) performing official duties.”

The Tort Claims Act is intended to cover those actions committed by an employee within the scope of the employee’s official duty. “The provision of [the Act] establishing limitations on and exemptions to the liability of the State, its political subdivisions, and employees, while acting within the scope of official duty, must be liberally construed in favor of limiting the liability of the State.” S.C. Code Ann. § 15-78-20(f) (Supp. 2002); *see also Wade v. Berkeley County*, 330 S.C. 311, 498 S.E.2d 684 (Ct. App. 1998). The South Carolina Supreme Court has stated: “An act is within the scope of a servant’s employment where [it is] *reasonably necessary* to accomplish the purpose of his employment and in furtherance of the master’s business.” *Armstrong v. Food Lion, Inc.*, 371 S.C. 271, 276, 639 S.E.2d 50, 52 (2006) (emphasis added).

Flateau v. Harrelson, 355 S.C. 197, 584 S.E.2d 413 (Ct. App. 2003), which is procedurally and substantively similar to the facts of the case at bar, is instructive. In *Flateau*, employees of the South Carolina Commission for the Blind (“Commission”) asserted a claim for civil conspiracy, among other causes of action, against the Commission’s governing board (“Board”). The plaintiffs alleged that the Board “commanded” the plaintiffs to attend a hearing in the Commission’s board room, required the plaintiffs to remain in the board room for purposes of awaiting interviews while the Board was in executive session, and would not allow the plaintiffs to leave the board room without a security escort or to access their respective offices. The trial court granted the Board’s motions to dismiss pursuant to Rule 12(b)(6), SCRCPP, finding that none of the plaintiff’s allegations constituted sufficient allegations that the Board’s members acted outside of the scope of their duties.

Id. The trial court dismissed the plaintiffs' action for civil conspiracy pursuant to the South Carolina Tort Claims Act. *Id.*

The South Carolina Court of Appeals agreed with the trial court that the Tort Claims Act applied to bar the plaintiffs' claims against the Board for its members' alleged wrongful acts. *Id.* Despite the contentions in the plaintiff's complaint, the court found that the alleged wrongful actions were all within the scope of the Board's duties. *Id.* at 205, 584 S.E.2d at 417. "The pleadings clearly and unequivocally allege that the Board members were meeting and acting together as the [Commission], discussing matters in executive session, and voting in their capacity as Commissioners to take the actions in question—all official duties and actions that are about the official business of the Commission, which is a public body established by the General Assembly." *Id.* The Court held that although the Board members may have exceeded their authority, their actions did not fall outside the scope of their official duty and affirmed the dismissal of the plaintiffs' action. *Id.* (citing *Crittenden v. Thompson-Walker Co.*, 288 S.C. 112, 341 S.E.2d 385 (Ct. App. 1985)).

The alleged actions forming the basis of Plaintiff's civil conspiracy action were necessary to accomplish the purpose of Defendants' employment with City. Defendants' actions were in furtherance of the City's business and taken within the course and scope of Defendants' official duties. Plaintiff makes no argument that Defendants had anything to gain by "selectively enforcing" the ordinances against him and has failed to come forward with any factual evidence to substantiate his allegations that Defendants' actions were motivated by personal reasons. Even if he had, the Court cannot conclude, based upon the record before it, that Defendants' actions were "wholly disconnected" from the City's business and therefore the Court finds that all of Defendants' actions were within the course and scope of their employment with City.



Plaintiff attempted to provide examples of Defendants' dislike of Plaintiffs during the motions hearing before this Court. However, there is no dispute that Defendants were authorized by and through their employment with the City of Forest Acres to investigate and prosecute violations of local ordinances and building code violations. Additionally, all of the allegations asserted by Plaintiff as forming a basis for his civil conspiracy claim—that Defendants issued citations for his violations of local ordinances—concern actions that fell within the course and scope of the individual Defendants' employment with City. As Plaintiff's own deposition testimony evidences, Defendants had a responsibility and obligation as part of the course and scope of their official duties to investigate citizen complaints against Plaintiff for alleged violations of the law:

In sum, each of the alleged overt acts taken by the individual Defendants in pursuit of the asserted civil conspiracy against Plaintiff were acts that Defendants were authorized to take as a matter of their employment with the City. The challenged conduct constituted single acts by the City acting exclusively through its own officers and employees, each of which was acting within the scope of his employment. The Court concludes that because Plaintiff's action is asserted against the individual Defendants for actions taken within the scope of their employment as employees of the City of Forest Acres, the South Carolina Tort Claims Act applies and Defendants are immune from Plaintiff's civil conspiracy claim.

CONCLUSION

Therefore, for the foregoing reasons, the Motion for Summary Judgment filed by Defendants Mark Williams, Shaun Greenwood, and Clark Frady is **GRANTED**.

IT IS SO ORDERED.

Columbia, South Carolina
April 11, 2014


G. Thomas Cooper, Jr., Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2012CP4007392

Frank Doc Haynie

City Of Forest Acres

Mark M Williams

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

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☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
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NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

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Circuit Court Judge _____

Judge Code _____

Date _____

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J. Lewis Cromer

Kirby Darr Shealy III

Alfred Johnston Cox

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Jeanette W. [Signature]

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M.
Williams, Shaun Greenwood and Clark
Frady in their individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2012-CP-40-7392

ORDER GRANTING DEFENDANT
CITY OF FOREST ACRES' MOTION
FOR SUMMARY JUDGMENT

2014 APR 14 PM 12:21
RICHLAND COUNTY
FILED
JENNIFER W. HARRIS
CLERK, C.S.

This matter comes before me upon the motion of Defendant City of Forest Acres ("City") for an Order granting summary judgment as to the Plaintiff's claims against it. A hearing was held in this matter on February 21, 2014 at the Richland County Judicial Center. A. Johnston Cox appeared for the City of Forest Acres. Kirby Shealy attended for the remaining Defendants. Paul Porter appeared for the Plaintiff.

After consideration of the oral arguments, memoranda and materials submitted by the parties, and viewing the evidence in a light most favorable to the Plaintiff, I find that the City is entitled to summary judgment as a matter of law.

ALLEGATIONS

Plaintiff filed this action on November 2, 2012, against the City and individually against Mark Williams, the City Administrator, Shaun Greenwood¹, a Codes

¹ In May 2005, City Administrator Mark Williams hired Greenwood for a position in Code Enforcement with the City based upon Greenwood's performance of similar duties for Williams while both were employed by the Town of Summerville. During Greenwood's tenure with Summerville, Williams was generally impressed with his intelligence and capabilities. After hiring Greenwood, Williams eventually recommended to City Council that Greenwood be reclassified as an assistant City Administrator once he received his

GL

Enforcement Officer, and Clark Frady², the Building Official. The action stems from a variety allegations made by Plaintiff against the City and the individual Defendants regarding the individual Defendants' investigation of local zoning ordinances and building code violations by Plaintiff. The only cause of action against the individual defendants is civil conspiracy.

The Complaint alleges that the City was negligent or grossly negligent in the following particulars: (1) in appointing Defendants Greenwood and Frady to their positions when they were unqualified (2) in failing to "properly supervise defendants Frady and Greenwood in the performance of their duties" (3) in "failing to listen to or follow through with numerous complaints made by the Plaintiff . . . and discourage the defendants Frady and Greenwood from harassing, coercing and interfering with the plaintiff's daily activities and (4) in "knowingly allowing disparate and unequal application of the building codes and city ordinances to deny plaintiff the same or similar relief granted to numerous other residents and businesses. . .". (Complaint, ¶ 21).

FACTS

In March 2011, Plaintiff applied for and received a permit to construct a 200 square foot storage building on property located at 1325 Brentwood in the City of Forest Acres.

Master's in Public Administration. In addition to his duties as Assistant City Administrator, Greenwood maintained his duties in code enforcement.

² Defendant Clark Frady was hired by Williams as the Building Official for Forest Acres in 2010. His employment was contingent upon him becoming a certified Building Official within the two year probationary period allowed pursuant to the regulation of the Department of Labor Licensing and Regulation. Frady had previously been employed by Richland County as a residential building inspector. He had performed inspections for the City on a contractual basis. In light of his previous satisfactory work with the City and his years of experience with Richland County, City Administrator Williams decided to hire Defendant Frady over other candidates for the position of probationary Building Official in 2010.

GT₂

The property was deeded in the names of Haynie's wife and daughter. Frady, in his capacity as building official, went to the residence to perform the required initial inspection. Frady and Plaintiff then got into a dispute as to whether the shed's footings met the requirements of the building code. Plaintiff contacted City Administrator Mark Williams. In response to Plaintiff's concerns, Williams recommended Plaintiff appeal the code issue to the Forest Acres Code Board of Appeals. This dispute was eventually referred to and resolved by the Forest Acres Code Board of Appeals ("Board") in accordance with the dictates of the building code.

In June 2011, Frady was called to the Brentwood property as a result of an incident involving Haynie and the Richland One School District. Ultimately, Frady issued three citations to Haynie for rubbish and garbage on the property, a home occupation violation and lack of a building permit. Haynie and the City entered into a plea agreement in which Plaintiff agreed to plead guilty to the rubbish violation, pay the \$750.00 fine and have a licensed engineer certify the shed's foundation in exchange for the City nolle prossing the other two citations.

Haynie also claims that Frady inspected a commercial project located on Covenant Road in Forest Acres on which he was acting as the general contractor. Frady required one of his contractors to move a sink to comply with an ADA requirement. The fix took a couple of hours. Haynie believes that Frady was targeting him when he required that the work be performed.

SUMMARY JUDGMENT STANDARD

Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show there is no genuine



issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. "The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *George v. Gabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

LAW

A. Plaintiff's Complaints of Alleged Wrongdoing Prior to November 2, 2010 Must be Dismissed Pursuant to the Applicable Statute of Limitations

The South Carolina Tort Claims Act, S.C. Code Ann. §§ 15-78-10 to -220 (Supp. 2012), governs all tort claims against governmental entities and provides the exclusive remedy against the City. *Hawkins v. City of Greenville*, 358 S.C. 280, 594 S.E.2d 557 (2004). The Act is a limited waiver of governmental immunity. *Moore v. Florence Sch. Dist. No. 1*, 314 S.C. 335, 339, 444 S.E.2d 498, 500 (1994). "The provisions of the Act establishing limitations on and exemptions to the liability of [governmental entities] must be liberally construed in favor of limiting liability of the State." *Hawkins*, 358 S.C. at 292, 594 S.E.2d at 563 (citing S.C. Code Ann. § 15-78-20(f)).

The statute of limitations for claims against a governmental entity is two years after the date the loss was or should have been discovered. S.C. Code Ann. §15-78-110. Plaintiff conceded at the hearing that he cannot recover for any alleged wrongdoing by the City pre-dating November 2, 2010. Therefore, I find Plaintiff's complaints of alleged wrongdoing prior to November 2, 2010 are dismissed as a matter of law.

B. Plaintiff's Allegations Against the City for Negligent Hiring Must be Dismissed

Plaintiff concedes that the cause of action for negligent hiring is precluded by the statute of limitations, as both Greenwood and Frady were hired before that date. In

addition, he concedes there is no evidence in the record to support a cause of action for negligent hiring.

“In circumstances where an employer knew of or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring . . . the employee....” *James v. Kelly Trucking Co.*, 377 S.C. 628, 631, 661 S.E.2d 329, 330 (2008). Negligent hiring cases “generally turn on two fundamental elements—knowledge of the employer and foreseeability of harm to third parties.” *Doe v. ATC, Inc.*, 367 S.C. 199, 624 S.E.2d 447, 450 (Ct.App.2005). “[T]hese elements are analyzed in terms of the number and nature of prior acts of wrongdoing by the employee, and the nexus or similarity between the prior acts and the ultimate harm caused.” *Id.* The standard, according to the Restatement section 317 comment c, is whether the employer knew the offending employee was “in the habit of misconducting [himself] in a manner dangerous to others.” *Id.* at 451. Although foreseeability is usually an issue of fact, “the court should dispose of the matter on a dispositive motion when no reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard.” *Id.*

Plaintiff has pointed to no evidence in the record that the City had any knowledge of a propensity of Greenwood and Frady to misconduct themselves in a manner dangerous to others at the time they were hired. The only evidence in the record is that both had extensive experience in their fields before being hired by the City. There is no evidence of misconduct at all prior to their employment with the City. Therefore, the City is entitled to summary judgment as a matter of law as to the negligent hiring claim.

C. The City is Entitled to Summary Judgment Regarding Plaintiff's Cause of Action for Negligent Supervision

The City is entitled to summary judgment as to Plaintiff's cause of action for negligent supervision.

Our supreme court has held that an employer is under a duty in some circumstances to exercise reasonable care to control an employee acting outside the scope of employment. See *Degenhart v. Knights of Columbus*, 309 S.C. 114, 116, 420 S.E.2d 495, 496 (1992). The Court in *Degenhart* found that an employer may be liable for negligent supervision if the employee intentionally harms another when the employee: (1) is upon the premises of the employer, or is using a chattel of the employer, (2) the employer knows or has reason to know that he has the ability to control his employee, and (3) the employer knows or should know of the necessity and opportunity for exercising such control. *Id.* at 115-17, 420 S.E.2d at 496; see also Restatement (Second) of Torts § 317 (1965) (outlining the same elements for negligent supervision).

Here, the Plaintiff alleges only that Frady and Greenwood acted outside the scope of their employment and conspired for the purpose of injuring him. Therefore, Plaintiff is required to prove the elements discussed above. However, the alleged actions of Frady and Greenwood took place off of the City's premises – at the Brentwood Property and on the Covenant Road work site. Therefore, Plaintiff has failed to prove the necessary elements of the negligent supervision cause of action and his claim must fail.

Even assuming the alleged incidents were within the scope of the individual defendants' employment, Plaintiff's claim of negligent supervision against the City nevertheless fails.

An employer owes a duty of care to a third party when the possible harm resulting to the third party by the employee could have been reasonably anticipated by the

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employer. *Rickborn v. Liberty Life Ins. Co.*, 321 S.C. 291, 303, 468 S.E.2d 292, 299 (1996); see also *Doe v. ATC, Inc.*, 367 S.C. 199, 624 S.E.2d 447 (Ct. App. 2005) {"[T]he court should dispose of the matter on a dispositive motion when no reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard."}. In addition, any duty the principal owes a third party arising from a contract between them is limited to an obligation on the part of the principal to use due care in supervising the actions of the agent which are undertaken in his capacity as an agent for the principal and not in his individual capacity. *Degenhart v. Knights of Columbus*, 309 S.C. 114, 420 S.E.2d 495 (1992).

As discussed above during the negligent hiring discussion, *supra*, even assuming the alleged incidents were the result of misconduct by the individual defendants, there is no evidence in the record that the misconduct was foreseeable or that any harm allegedly suffered by the Plaintiff was could have been reasonably anticipated by the City. Therefore, the City is entitled to summary judgment as to this cause of action.

D. Plaintiff's Cause of Action for "Knowingly Allowing Disparate and Unequal Application of the Building Codes and City Ordinances to Deny Plaintiff the Same or Similar Relief Granted to Numerous Other Residents and Businesses Located in Forest Acres" Must be Dismissed

Plaintiff alleges that the City "knowingly" allowed Frady and Greenwood to selectively enforce the building code and city ordinances against him. Assuming *arguendo*, such allegation is deemed a cause of action, this "cause of action" is attempting to allege an intentional tort. However, the City is not liable for loss resulting from "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, *intent to harm*, or a crime involving moral turpitude." S.C. Code Ann. § 15-78-60(17) (emphasis added). Thus, this claim fails as a matter of law under the Tort Claims Act.

As an additional ground for dismissal, Plaintiff has failed to plead or prove a cognizable cause of action against the City. Although his allegations are vague and unclear, it appears that he attempts (and fails) to allege a selective enforcement or selective prosecution cause of action. A claim of selective enforcement or selective prosecution is rooted in the Equal Protection Clause. To establish a claim of selective prosecution, Plaintiff must satisfy a two-pronged test. First, he must demonstrate that “he has been singled out for prosecution while others similarly situated have not been prosecuted for conduct similar to that for which he was prosecuted.” *State v. 192 Coin-Operated Video Game Machines*, 338 S.C. 176, 200, 525 S.E.2d 872, 885 (2000) (quoting *United States v. Catlett*, 584 F.2d 864, 864 (8th Cir. 1978)). Second, Plaintiff “must demonstrate that the government’s discriminatory selection of him for prosecution was based upon an impermissible ground, such as race, religion or his exercise of his first amendment right to free speech.” *Id.* (quoting *Catlett*, 584 F.2d at 865).

Likewise, “one seeking to show discriminatory enforcement . . . must demonstrate arbitrary and purposeful discrimination in the administration of the law being enforced.” *Harbit v. City of Charleston*, 382 S.C. 383, 396, 675 S.E.2d 776, 782 (Ct. App. 2009). Thus, “even assuming [the] City is not enforcing [an] ordinance equally, the fact that there is some unequal treatment does not necessarily rise to the level of a constitutional equal protection violation.” *Denene, Inc. v. City of Charleston*, 359 S.C. 85, 96, 596 S.E.2d 917, 922 (2004) (holding that even if there is evidence in the record of unequal enforcement, any such evidence only rose to the level of the exercise of some selectivity in enforcement of the ordinance). Indeed, “‘the conscious exercise of selectivity in enforcement is not in itself a federal constitutional violation’ provided the selection is not ‘deliberately based upon an

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unjustifiable standard such as race, religion or other arbitrary classification.” *Id.* (quoting *Oyler v. Boyles*, 368 U.S. 448, 456 (1962)); *see also Hill v. S.C. Dep’t of Health & Env’t Control*, 389 S.C. 1, 20, 698 S.E.2d 612, 622 (2010) (holding plaintiff failed to provide any evidence as to the identity of neighboring landowners and their alleged transgressions, such that he could not show that he was similarly situated or evidence of bias or discrimination).

The Plaintiff has not properly pled or proven a cause of action for selective enforcement or selective prosecution, therefore, his claim must fail. He has failed to plead or prove that this alleged disparate treatment was based upon an impermissible ground, such as race, religion, or another impermissible classification.³ Nor has he pled or proven that the City has failed to investigate or enforce codes and ordinances against similarly situated landowners or contractors.⁴ *See, Hill, supra.* Moreover, even assuming the individual Defendants or the City were enforcing the Code and ordinances unequally, Plaintiff has failed to provide any evidence that the minimal selective enforcement, which is constitutionally permissible, was deliberately based upon an unjustifiable standard. *See, Denene, Inc., supra.* In fact, Plaintiff cannot articulate any reason for the alleged disparate treatment, other than asserting that the individual Defendants “were just looking to get [him].”

³ Moreover, because Plaintiff is not a member of a suspect class, the ordinances and Code requirements for which he was cited need only have a rational basis to a legitimate government purpose. *See Denene, Inc.*, 359 S.C. at 92, 596 S.E.2d at 920. The Plaintiff has not challenged the codes and ordinances themselves. Even if he had, it is clear that the relevant building code requirements and city ordinances are rationally related to the public safety and welfare.

⁴ As Defendant Greenwood testified “if [the officers] received a specific complaint, [they] would go by there at least to look at the property to assess if the call addressed a valid complaint or not.” (*See Greenwood Deposition*, p. 35).

For the foregoing reasons, the City is entitled to summary judgment as a matter of law against Plaintiff as to Plaintiff's claim that the City "knowingly allowed unequal application of the codes and ordinances."

THEREFORE, IT IS ORDERED that the Plaintiff's complaint against the City of Forest Acres be dismissed with prejudice.

IT IS SO ORDERED.

Columbia, South Carolina
April 11, 2014

A handwritten signature in black ink, appearing to read "G. Thomas Cooper, Jr.", written over a horizontal line.

G. Thomas Cooper, Jr., Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Frank "Doc" Haynie,)
)
Plaintiff,)
)
v.)
)
The City of Forest Acres,)
Mark M. Williams, Shaun)
Greenwood and Clark Frady in their)
Individual capacities)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
THE FIFTH JUDICIAL CIRCUIT

COMPLAINT
(Jury Trial Demanded)

JEANETTE W. McBRIDE
C.C.P. & G.S.

2012 NOV -2 AM 9:19

RICHLAND COUNTY
FILED

The plaintiff, complaining of the defendants herein, would respectfully allege as follows:

1. The Plaintiff is a citizen and resident of Richland County, South Carolina and resides at 1469 Florawood Drive, Columbia, South Carolina 29204, which is within the City of Forest Acres.
2. Defendant, City of Forest Acres, (hereinafter "the City") is a municipal subdivision of the State of South Carolina located within Richland County, South Carolina, where it maintains its offices, agents and employees.
3. The Defendant Mark M. Williams (hereinafter "Williams") was at all times relevant to this complaint the City Administrator for the City of Forest Acres, South Carolina and is a citizen and resident of Richland County, South Carolina.
4. The Defendant Shaun Greenwood (hereinafter "Greenwood") was at all times relevant to this complaint personnel was an employee of the City and since the Spring of 2012, has served as a Municipal Code Enforcement Officer pursuant to South Carolina Law and is a citizen and resident of Richland County, South Carolina.

5. The Defendant Clark Frady (hereinafter "Frady") was at all times relevant to this complaint the Director of Code Enforcement/Building Official for the City of Forest Acres, South Carolina and since the Spring of 2010 was designated as the Municipal Code Enforcement Officer under State Law. The defendant Frady is likewise a citizen and resident of Richland County, South Carolina.

6. Plaintiff has owned his residence and lived in Forest Acres for many years and is self employed as a contractor, performing work throughout the county and over the years performing a large amount of work within the confines of Forest Acres.

7. Over the years, plaintiff has maintained all of his necessary credentials as a contractor from the State of South Carolina and has possessed appropriate licenses and building permits within the City of Forest Acres for construction done therein and until 2010 and thereafter enjoyed a good relationship with the City of Forest Acres, its city council, managers and employees.

8. Sometime beginning of 2007 and continuing through 2010, it became apparent that the defendants Frady, Greenwood and Williams, for their own personal reasons had become annoyed and even angry with the plaintiff personally for reasons other than the quality of his construction work and began to single him out for disparate and unfair treatment in the processing of building permits and in unwarranted inquiries, inspections and investigation leading to numerous charges against the plaintiff for violation of building codes and other city ordinances relating to the conduct of his business which were groundless and instituted solely for the purpose of harassing and causing him damages.

9. That among the controversies created by the defendants Williams, Greenwood and Frady was a series of inspections and citations involving a storage shed built on plaintiff's

property which was assembled and erected in a manner consistent with plaintiff's practices over the previous 15 years which had passed and approved all city inspection criteria.

10. The efforts to erect the building were thwarted by the defendant Frady, who demanded that plaintiff stop work and present drawings and specifications. Plaintiff did so on the same day, one of his drawings being taken directly from the International Residential Code of 2009 (IRC 2009).

11. On March 24, 2011, Frady informed plaintiff that his drawing failed to meet code but that he was "too busy to meet with plaintiff" at the time and that he should not go forward with construction. Plaintiff attempted to contact the defendant Williams, the City Administrator, explaining the situation and asking for his help.

12. The next day, March 25, 2011, Plaintiff met with the Defendant Frady who acknowledged that plaintiff submitted drawing was taken directly from the code book, but then pointed plaintiff to Chapter 1 of the code book which stated that, "contractor shall comply with building inspector's wishes," thus indicating Frady could impose requirements greater than called for by minimum standards prescribed by law.

13. On March 29, 2011, Frady called plaintiff and revoked his permit and placed a "stop work" order on his entire property. Such action required the plaintiff to expend considerable time; resources and money to complete the erection of his storage shed which at all times had met minimum standards as required by law.

14. Plaintiff was hired by the owner of a potential Subway shop located at 3724 Covenant Road, and had been working on the project since 2008.

15. In April of 2011, the plaintiff called the city clerk to renew his commercial permit as it had been his procedure over the last 15 years. Plaintiff had never had any problem getting a

commercial permit from The City. The defendant Frady along with the defendant Greenwood made the plaintiff stop work on all of his projects and charged that his work done on the Covenant Road project was not acceptable. Plaintiff was unfairly judged by a standard which should not have applied and his work was acceptable under the existing code regulations at the time.

16. Frady further advised the owner of the property that if he terminated plaintiff as a general contractor that he would lift the "stop work" order and issue the permit directly to the owner. Plaintiff's relationship was then terminated by the owner and construction was allowed to continue including later construction work which construction should not have passed The City's inspection but was allowed to be deemed acceptable since plaintiff was no longer the contractor for the owner.

17. In June of 2011, plaintiff was cited for numerous other violations of the building codes and had to hire attorneys and fight the same time and again through the Municipal Court. Plaintiff was even charged with running his construction business out of his home and was prosecuted for such an infraction even though the plaintiff never violated the ordinance and showed numerous instances where others were violating the ordinance but were not prosecuted. Plaintiff was selectively prosecuted for this and other violations for which he again was innocent.

18. On several occasions the defendant Frady embarrassed the plaintiff publicly in the presence of other people and even on occasions called in law enforcement to give the false impression that the plaintiff was a dangerous person who might do him harm.

19. The campaign against the plaintiff by the three defendants and others continued even though protests had been made to the city council and mayor as well as the City's city attorney and totally ignored by them.

FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANT CITY
(Negligence and Gross Negligence)

20. Plaintiff realleges paragraphs 1-19 as set forth verbatim herein.

21. The defendant The City was negligent and grossly negligent in the following particulars, as to wit:

a). in appointing the defendants Frady and Greenwood to the positions of authority which they held from 2010 to the present time when both lacked the experience, qualifications and background to serve in such capacities in a meaningful way.

b). In failing to properly supervise the defendants Frady and Greenwood in the performance of their duties in the numerous complaints which arose from the same to require them to conduct their work in behalf of The City in a competent, fair and thorough manner.

c). In failing to listen to or follow through with numerous complaints made by the plaintiff to members of city council, mayor and city attorney or to in any way discourage the defendants Frady and Greenwood from harassing, coercing and interfering with the plaintiff's daily activities.

d). Knowingly allowing disparate and unequal application of the building codes and city ordinances to deny plaintiff the same or similar relief granted to numerous other residents and businesses located within the City of Forest Acres.

22. As a direct and proximate result of the aforesaid acts of negligence and gross negligence, the plaintiff has been forced to cut back and virtually end his construction business, has lost earnings and potential earnings, has suffered embarrassment, humiliation, and mental anguish and has been forced to expend resources and money for the defense of the charges referred herein including attorney's fees, expert witness fees and other expenses.

**FOR A SECOND AND SEPARATE CAUSE OF ACTION AGAINST DEFENDANTS
WILLIAMS, FRADY AND GREENWOOD IN THEIR INDIVIDUAL CAPACITIES
(Civil Conspiracy)**

23. Plaintiff realleges paragraphs 1-22 as if set forth verbatim herein.

24. The defendants Williams, Greenwood and Frady together with others, including city officials over the past three years, acting at all times outside the course and scope of their employment and in the process of executing a malicious agenda to cause harm and damage the plaintiff in his business and profession have met, schemed, combined and conspired for the ongoing purpose of injuring the plaintiff and causing him special damages.

25. Through the positions held by the defendants, they were uniquely in position to cause him the special damages through their positions of responsibility.

26. The direct and proximate consequences of the actions by these defendants in their individual capacities were the natural but not necessarily the usual damages caused by the actions of the defendants. Such actions that were taken by the individual defendants tended to defame the plaintiff, harm his perception and reputation and cause his business to suffer as well as to cause him personal embarrassment and humiliation.

27. As a direct and proximate consequence of the aforementioned conspiracy to harm the plaintiff and cause him special damages the plaintiff has been required to unnecessarily expend considerable amounts of money for attorney's fees, expert witness fees and costs to defend the numerous charges, costs, and fines related to the wrongful charges brought and supported by these defendants. He has also sustained severe and permanent reputational damages, embarrassment, humiliation, emotional distress and mental suffering. Plaintiff is further entitled to an award of punitive damages for the deliberate, mean-spirited and malicious actions by the individual defendants as set forth herein.

WHEREFORE, Plaintiff prays for judgment against the Defendant City in the amount of Two Hundred and Fifty Thousand dollars (\$250,000) actual damages. Plaintiff also prays for a judgment against the individual defendants in the sum of One Million (\$1,000,000) Dollars for actual damages, jointly and severally, as a well as an award of punitive damages in an amount to be assessed by a jury. Plaintiff also prays for the costs of this action.

J. LEWIS CROMER AND ASSOCIATES

BY: J. Lewis Cromer

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November 2 2012

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M.
Williams, Shaun Greenwood and Clark
Fradley in their individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2012-CP-40-7392

**DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT
(Jury Trial Demanded)**

Defendant The City of Forest Acres ("Defendant"), answers Plaintiff Frank "Doc" Haynie's ("Plaintiff") Complaint as follows:

FOR A FIRST DEFENSE
(12(b)(6))

Defendants would show that Plaintiff has failed to allege facts sufficient to constitute a cause of action against this Defendant; therefore, Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A SECOND DEFENSE
(General Denial)

Defendant responds to the numbered paragraphs of the Complaint as follows:

1. Each and every paragraph of Plaintiff's Complaint not hereinafter specifically admitted, qualified or explained is denied.
2. Paragraph Number 1 is admitted upon information and belief.
3. As to Paragraph Number 2 it is admitted that the Defendant City of Forest Acres is a governmental entity as defined in S.C. Code Annotated § 15-78-10 et seq. and is located in Richland County.

4. Paragraph Number 3 is admitted upon information and belief.

5. Paragraph Number 4 is admitted.

6. As to Paragraph Number 5 it is admitted only that Defendant Frady was employed as the Director of Code Enforcement/Building Official for the City of Forest Acres and is a municipal code enforcement officer. He is a resident of Richland County upon information and belief. The remaining allegations of Paragraph Number 5 and strict proof demanded thereof.

7. As to Paragraph Number 6 it is admitted only that the Plaintiff is a contractor who operated his business in Forest Acres and performed work throughout Richland County. The remaining allegations of Paragraph Number 6 are denied and strict proof demanded thereof.

8. Defendants are currently without knowledge or information sufficient to form a belief as to the allegations of Paragraph Number 7, and therefore deny the same and demand strict proof thereof.

9. Paragraph Numbers 8 through 13 are denied.

10. Defendants are currently without knowledge or information sufficient to form a belief as to the allegations of Paragraph Number 14, and therefore deny the same and demand strict proof thereof.

11. Paragraph Number 15 is denied.

12. Paragraph Number 16 is denied as stated.

13. As to Paragraph Number 17 it is admitted that the Plaintiff has been cited for violations of the Building Code. It is admitted that one of those citations was for operating a business out of a residence. The remaining allegations of Paragraph Number

17 are denied.

14. Paragraph Number 18 is denied.

15. Paragraph Number 19 is denied.

16. As to Paragraph Number 20, the Defendant reiterates its responses to Paragraphs Number 1 through 19 of the Complaint as if repeated herein verbatim.

17. Paragraph Number 21 is denied.

18. Paragraph Number 22 is denied.

19. As to Paragraph Number 23 the Defendant reiterates its responses to Paragraphs Number 1 through 22 of the Complaint as if repeated herein verbatim.

20. Paragraphs Number 24 through 27 are denied.

22. As for the remaining allegations of the Complaint contained in the paragraph beginning "WHEREFORE," the Defendant denies Plaintiff is entitled to any form of relief from Defendant.

FOR A THIRD DEFENSE
(Sole Negligence/Gross Negligence/Recklessness of Others)

23. Defendants would show that any injuries or damages sustained by Plaintiff were due to and caused by the sole negligence and acts or omissions of some persons or entities over which Defendant exercises no authority or control and are not liable to Plaintiff in any sum whatsoever.

FOR A FOURTH DEFENSE
(Comparative Negligence)

24. Defendant alleges that any injuries or damages sustained by the Plaintiff were due to and caused by its negligence, carelessness, and/or recklessness ("negligence"), combining, concurring, and contributing with the negligence of the

Defendant, if any, without which contributory negligence, the Plaintiff's alleged injuries and damages would not have been incurred or sustained. Should the negligence of the Plaintiff be shown to be greater than that of the Defendant, the Plaintiff is not entitled to any recovery. Should the negligence of the Plaintiff be shown to be less than that of the Defendant, the Plaintiff's recovery should be reduced by its percentage of fault.

FOR A FIFTH DEFENSE
(South Carolina Tort Claims Act)

25. The allegations regarding recklessness and the prayer for punitive damages should be stricken from the Complaint as to this Defendant, as the South Carolina Tort Claims Act prohibits the recovery of punitive damages against this Defendant.

FOR A SIXTH DEFENSE
(Section 15-78-10)

26. The Defendants are immune from suit, including but not limited to the statutory caps on damages pursuant to the South Carolina Tort Claims Act, South Carolina Code Annotated § 15-78-10 et seq.

FOR A SEVENTH DEFENSE
(Section 15-78-100)

27. This Defendants assert that damages must be apportioned between the Defendants pursuant to South Carolina Code Annotated § 15-78-100.

FOR AN EIGHTH DEFENSE
(South Carolina Code 15-78-60)

28. The Defendants are immune from suit pursuant to South Carolina Code Annotated § 15-78-60(1),(2),(4),(5),(12),(13),(17) and (23), and therefore the Complaint should be dismissed with prejudice.

FOR A NINTH DEFENSE
(Failure to Mitigate)

29. The Plaintiff has failed to mitigate his damages, thereby barring recovery.

FOR A TENTH DEFENSE
(Statute of Limitations)

30. Further answering the Complaint, the Defendants allege that any cause of action to the Plaintiff, if it existed or exists, accrued on such a date as to now be beyond the period of limitations as provided for commencement of such causes of action and is therefore now barred by the statute of limitations. For that reason, the Defendants allege the statute of limitations as a complete bar to the causes of action asserted.

FOR AN ELEVENTH DEFENSE

31. The Plaintiff's action is barred by the doctrine of collateral estoppel and/or res judicata.

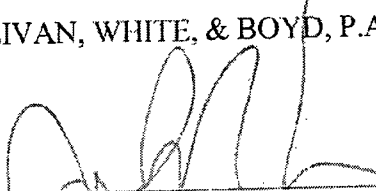
FOR AN TWELTH DEFENSE

32. The Plaintiff has failed to exhaust his administrative remedies, therefore, the Complaint should be dismissed.

WHEREFORE, having fully answered the Complaint of the Plaintiff, Defendants pray that the Complaint be dismissed with prejudice, for the costs of this action, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: 

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ATTORNEYS FOR DEFENDANT

Columbia, South Carolina
January 21, 2012

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Frank "Doc" Haynie,	)	CIVIL ACTION NO. 2012-CP-40-7392
	)	
Plaintiff,	)	
v.	)	AMENDED ANSWER OF DEFENDANTS
	)	MARK M. WILLIAMS, SHAUN
The City of Forest Acres, Mark M. Williams,	)	GREENWOOD AND CLARK FRADY
Shaun Greenwood and Clark Frady in their	)	
individual capacities,	)	<i>(Jury Trial Demanded)</i>
	)	
Defendants.	)	
	)	

Defendants Mark M. Williams, Shaun Greenwood, and Clark Frady ("Defendants"),
answering Plaintiff 's Complaint in the above-captioned action, allege the following:

FOR A FIRST DEFENSE

1. The allegations contained in each and every paragraph of Plaintiff's Complaint not specifically admitted, qualified, or explained are denied.
2. Defendants admit the allegations contained in Paragraph 1 of the Complaint upon information and belief.
3. Defendants admit the allegations contained in Paragraphs 2 through 5 of Plaintiff's Complaint.
4. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 6 and 7 of Plaintiff's Complaint.
5. Defendants deny the allegations contained in Paragraphs 8 through 13 of Plaintiff's Complaint as stated, although Defendants admit that Plaintiff's work on a storage shed was subjected to inspections as required by the code of ordinances of the City of Forest Acres and that these inspections led to at least one stop work order issued by Defendant Frady.

6. Upon information and belief, Defendants admit the allegations contained in Paragraph 14 of Plaintiff's Complaint.

7. Defendants deny the allegations in Paragraphs 15 through 19 of Plaintiff's Complaint as stated. Defendants deny that Plaintiff was made to stop work upon the project at 3724 Covenant Road in 2011. Defendants further admit that Plaintiff was cited for violations of other City of Forest Acres ordinances in June 2011.

8. Answering the allegations contained in Paragraph 20 of Plaintiff's Complaint, Defendants hereby reallege and incorporate by reference the preceding allegations of their Answer.

9. Upon information and belief, the allegations contained in Paragraphs 21 (including subparagraphs a through d) and 22 of Plaintiff's Complaint are not directed to these Defendants; therefore, no response is necessary. However, to the extent these Defendants are required to answer the allegations set forth in these paragraphs, they are denied.

10. Answering the allegations contained in Paragraph 23 of Plaintiff's Complaint, Defendants hereby reallege and incorporate herein by reference all of the preceding allegations of their Answer.

11. Defendants deny the allegations contained in Paragraphs 24 through 27 of the Plaintiff's Complaint.

FOR A SECOND DEFENSE

12. Plaintiff's Complaint fails to state facts sufficient to constitute a claim for civil conspiracy. Therefore, Plaintiff's second cause of action should be dismissed pursuant to Rule 12(b)(6) of the *South Carolina Rules of Civil Procedure*.

FOR A THIRD DEFENSE

13. At all times pertinent to the allegations of Plaintiff's Complaint, Defendants were acting within the course and scope of their duties as employees of the City of Forest Acres.

Defendants should therefore be dismissed from this action pursuant to S.C. Code Ann. § 15-78-70 (Rev. ed. 2005).

FOR A FOURTH DEFENSE

14. Plaintiff's claims are barred by the applicable statute of limitations.

FOR A FIFTH DEFENSE

15. Plaintiff's claims are barred by the doctrine of *res judicata*.

FOR A SIXTH DEFENSE

16. Plaintiff's claims are barred by the doctrine of offensive non-mutual collateral estoppel.

FOR A SEVENTH DEFENSE

17. Plaintiff has failed to exhaust his administrative remedies and is therefore barred from bringing this action.

FOR AN EIGHTH DEFENSE

18. The damages sustained by Plaintiff, if any, were proximately caused and occasioned by his failure to exercise reasonable care to minimize the damages allegedly sustained, and therefore, the doctrine of mitigation of damages acts as a bar to Plaintiff's claims for damages.

FOR A NINTH DEFENSE

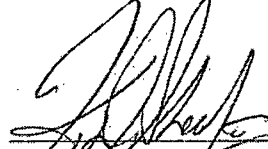
19. Plaintiff's claim for punitive damages violates both the Fourteenth Amendment of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in one or more of the following particulars:

- a. that the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of a meaningful standard and is inconsistent with due process guarantees;

- b. that, even if a standard governing the award of punitive damages does exist, this standard is void for vagueness or arbitrariness; and
- c. that the amount of punitive damages awarded is based upon the wealth of Defendant in violation of its right to equal protection of the laws.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants Mark M. Williams, Shaun Greenwood, and Clark Frady pray that the Complaint be dismissed with prejudice, for the taxable costs of this action, and for such other and further relief as the Court deems just and proper.

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Attorneys for Defendants Mark M. Williams, Shaun Greenwood, and Clark Frady

January 24, 2013.

State of South Carolina)
County of Richland)

In The Court of Common Pleas
Fifth Judicial Circuit
2012-CP-40-07392

Frank "Doc" Haynie,
Plaintiff,

vs.

City of Forest Acres, Mark
M. Williams, Shaun Greenwood,
and Clark Frady,
Defendants.

Transcript of Record

February 21, 2014
Columbia, South Carolina

B E F O R E:

The Honorable G. Thomas Cooper, Jr., Judge

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

J. Paul Porter, Esquire
Attorney for the Plaintiff

Kirby D. Shealy, III, Esquire
Attorney for Defendants Williams, Greenwood, Frady

A. Johnson Cox, Esquire
Attorney for Defendant City of Forest Acres

Elizabeth B. Harris, CVR-M
Circuit Court Reporter

I N D E X

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E X H I B I T S

<u>No.</u>	<u>Description</u>	<u>I.D.</u>	<u>Ev.</u>
No Exhibits Introduced.			

1 THE COURT: Now, why are we here because this is not
2 on my docket.

3 MR. SHEALY: May it please the court, Your Honor?

4 THE COURT: Yes, Mr. Shealy.

5 MR. SHEALY: Your Honor, your office was kind enough
6 to put this motion on your docket at the beginning of the
7 week.

8 THE COURT: Elizabeth, do you need any speakers?

9 COURT REPORTER: I have everything. Thank you.

10 THE COURT: Okay.

11 Sorry.

12 MR. SHEALY: This motion was scheduled last week and
13 was bumped because of the snow. Your Honor, I represent
14 Mark Williams, Shaun Greenwood, and Clark Frady in this
15 lawsuit brought against them by Frank "Doc" Haynie. Mr.
16 Cox represents the City of Forest Acres.

17 Your Honor, I filed a summary judgement motion, Mr.
18 Cox has filed a summary judgement motion, and the bases are
19 a little different, but Mr. Cox and I talked about it makes
20 sense for me to go first, which -- and hopefully the logic
21 that we're trying to follow may become apparent in a few
22 minutes.

23 Your Honor, this action arises out of allegations that
24 my clients, who are current or former employees of the City
25 of Forest Acres -- that the allegation are that they

1 engaged in a civil conspiracy to do damage to Mr. Haynie.
2 Mark Williams is the current city manager or city
3 administrator for Forest Acres. Shaun Greenwood was for
4 several years a code enforcement officer, and Clark Frady
5 for a limited period of time was the city's building
6 official. The building official deals with anything
7 concerning construction, inspections. The code enforcement
8 officer, the only thing it -- that person does is make sure
9 that building permits are properly issued and renewed if
10 they expire, and then deals with the enforcement of all
11 other manner of ordinances, including zoning and that sort
12 of thing.

13 And what -- the allegations are sort of wide-ranging,
14 and I want to see if I can sort of narrow things down
15 because Mr. Porter concedes in footnote 2 to the memorandum
16 that he filed in opposition to both motions that the
17 allegations that pertain to actions that took place more
18 than three years before this action was brought cannot form
19 the basis of the cause of action against my clients
20 pursuant to civil conspiracy.

21 I should add that there's a separate cause of action
22 for negligence against the City of Forest Acres for
23 negligent hiring and supervision, but my clients are
24 alleged to be the bad actors that engaged in a civil
25 conspiracy.

1 THE COURT: To do what?

2 MR. SHEALY: Well, I'll go through that with you, Your
3 Honor. Because of a concession made in the memorandum,
4 we're only really talking about some action that took place
5 over of four-month period of time in 2010, 2010, March of
6 2010.

7 The -- Your Honor, Mr. Haynie is a contractor. He's
8 been in the construction business for forty years. He has
9 a shed behind some property that ends on Brentwood Drive in
10 Forest Acres. In -- several years ago, he wanted to build
11 a second shed back there, and he applied for a building
12 permit. And then there is -- of course as you're well
13 probably aware, there's certain inspections that are
14 required at various stages of the construction. And at the
15 footing inspection, Clark Frady, the building official at
16 that time, failed, failed him because the -- he could not
17 understand the way the footing was to be performed, whether
18 this was a post and beam construction or a monolithic slab,
19 and went back and forth with Mr. Haynie. Mr. Haynie
20 disagreed that, that his design was, was confusing or
21 inappropriate.

22 Ultimately, Mr. Haynie was advised that if he
23 disagreed with the building official, to take it to the
24 Forest Acres Code Board of Appeals, which he did. That's
25 what the law says.

1 THE COURT: What did Frady do?

2 MR. SHEALY: What did Frady do?

3 THE COURT: Yeah.

4 MR. SHEALY: Frady just would not let him move forward
5 with construction.

6 THE COURT: Didn't approve his building plans?

7 MR. SHEALY: Correct.

8 THE COURT: Because he couldn't figure out whether it
9 was a post and beam construction or something built on a
10 slab?

11 MR. SHEALY: Correct. So, the Code Board of Appeals
12 asked -- ruled with Frady's interpretation of the code.
13 What this came down to is that Mr. Haynie was looking at
14 the 2009 version of a building code that had never been
15 adopted in this state. And under the 2006 version, there
16 were some real questions about the design that he was
17 using.

18 Code Board of Appeals finds that Mr. Haynie needs to
19 make modification to his design. Mr. Haynie decides to
20 scale back the size of his shed so that he doesn't need a
21 building permit and notifies Forest Acres that that's what
22 he's doing. They refund the permit, the -- and there's no
23 more issue.

24 Now, in May of two thousand -- well, there's a second,
25 there's a second project. Let me back up in time. There's

1 a second project that Mr. Haynie has been involved in on
2 Covenant Road in Forest Acres, a commercial project that
3 has been ongoing for a number of years that -- that the
4 construction is on again, off again. It was an issue of
5 the owner not having funds to continue the construction.
6 The permit expires every six months, and Clark Frady goes
7 out to the, to the property in May, I believe, of 2011, and
8 finds that there's a, there's a problem with a bathroom
9 that needs to be rectified.

10 The owner eventually terminates Mr. Haynie from the
11 project. At that point, what was left was some trim work,
12 and some minor electrical permits are, are issued to
13 licensed contractors to do, to do those aspects of the
14 work. Mr. Haynie alleges that -- but has no proof of this
15 -- alleges that Forest Acres told the owner that he needed
16 to fire Mr. Haynie.

17 THE COURT: Well, let me say this. Right now, sounds
18 to me like there are a lot of issues in dispute, right, and
19 we're talking about summary judgment. Summary judgment
20 standard is no issues in dispute. Now, tell me why you
21 should be granted summary judgment. So, there's a dispute
22 with the building, you know, dispute with the building
23 inspector, right?

24 MR. SHEALY: Sure.

25 THE COURT: So, that's -- that is an issue in dispute.

1 MR. SHEALY: Well, but what we're saying, it doesn't
2 make any difference. That, that we ---

3 THE COURT: Tell me why.

4 MR. SHEALY: Well, because, Your Honor, at all times
5 that Mr. Haynie is alleging that we did something, that my
6 clients did something that harmed him, we are acting as the
7 -- in our official roles as agents of Forest Acres.

8 THE COURT: Okay. Now we're getting around to it.

9 MR. SHEALY: All right. I've just been trying to give
10 you a full picture of all the times that ---

11 THE COURT: Well, it probably could have gone on for
12 years.

13 MR. SHEALY: We were getting close to the end but, I
14 mean, that's ultimately it. That's close.

15 THE COURT: So, they worked for Forest Acres. If
16 there's any liability, it's on the part of Forest Acres?

17 MR. SHEALY: Well, Your Honor, it's because of the
18 cause of action that's been alleged against my client:
19 civil conspiracy.

20 THE COURT: Just conspiracy?

21 MR. SHEALY: Civil conspiracy is the only thing that's
22 alleged against my clients.

23 THE COURT: That's smart.

24 MR. SHEALY: Well, Your Honor, and our, our point is
25 we can't conspire. A corporation cannot conspire with

1 itself, and that's a clear ---

2 THE COURT: I understand that.

3 MR. SHEALY: --- exception to the notion that you can
4 be exposed to liability for civil conspiracy. You just
5 cannot conspire with yourself. And were there anything in
6 the record where we had done something that's just not
7 within the course and scope of our employment, of the
8 roles, of our official roles -- I mean, the interactions
9 with Mr. Haynie are Clark Frady acting as a building
10 inspector, Clark -- and/or code enforcer and the other
11 folks that are all doing what they do.

12 And so what we're, what we're saying, Your Honor, is
13 if a plaintiff is allowed to allege a cause of action for
14 civil conspiracy against governmental employees doing their
15 jobs, then you'd have causes of action for civil conspiracy
16 every time a police officer takes -- kind of smiles when
17 they issue a parking ticket to somebody if -- because that
18 -- if, if he is going back to his supervisor and saying,
19 boy, I wrote up a ticket to a really -- person I didn't
20 like.

21 I mean, it doesn't matter whether we didn't like him
22 or not. Let's say all of that is true that we didn't like
23 him and we were angry with him. Well, we're doing our job,
24 and that's why civil conspiracy doesn't lie in this case.

25 THE COURT: Tell me about the statute of limitations.

1 MR. SHEALY: Statute of limitations for us is three
2 years, going back three years from the date of filing, and
3 this was filed, I think, November 2, 2012.

4 THE COURT: November 2, 2012.

5 MR. SHEALY: There are other allegations in the
6 complaint that relate to behavior that took place in 2007,
7 2008.

8 THE COURT: Well, what took place from 2009 on?

9 MR. SHEALY: What I was talking to you about, Your
10 Honor, is the failing inspection of a shed. It is a
11 interaction over the Covenant Road property.

12 THE COURT: Those are all within the statute?

13 MR. SHEALY: Yes, Your Honor.

14 THE COURT: Okay.

15 MR. SHEALY: There's one other incident where ---

16 THE COURT: Why do you say the allegations of alleged
17 wrongdoing must be dismissed prior to November 2009? Are
18 there other allegations?

19 MR. SHEALY: There were other allegations, yes, Your
20 Honor. That has been conceded that that's beyond the
21 statute of limitations.

22 THE COURT: Oh, it's been conceded.

23 MR. SHEALY: Conceded in footnote 2 to Mr. Porter's
24 memorandum in opposition to our motion.

25 THE COURT: I'm getting around to it. Go ahead.

1 MR. SHEALY: Okay.

2 THE COURT: All right. Now you've just argued
3 conspiracy, and now you're moving on to Tort Claims Act.

4 MR. COX: That would be me.

5 MR. SHEALY: Well, Mr. Cox is going to -- has several
6 other bases, but, you know, one of the things that we're
7 saying is because everything that we were doing, we were
8 doing in our official capacities, the Tort Claims Act says
9 we're not proper parties. I mean, that -- and this case is
10 real -- it's is instructive to look at *Flatto vs. Harrelson*
11 [phonetic], another case where folks acting in their
12 official capacities are alleged to have engaged in a civil
13 conspiracy, and Judge Anderson says no, no, no. It's clear
14 they're acting within their official capacities, doing what
15 they're doing. They are not proper parties based on what
16 the Tort Claims Act says, and that's -- that is the sum and
17 substance of the argument that we're making here, Your
18 Honor.

19 THE COURT: Okay.

20 Mr. Cox.

21 MR. COX: Yes, Your Honor. Your Honor, as Mr. Shealy
22 said, I represent the City of Forest Acres in this lawsuit,
23 and I don't know if you have -- I've got a copy of the
24 complaint for you if you don't want to dig it out of the
25 file.

1 THE COURT: I'm sure it's here.

2 MR. COX: Okay. Well, just, just looking at it,
3 Judge, it's -- the, the only cause of action, as, as Kirby
4 said, against the employees is civil conspiracy, the
5 intentional tort of civil conspiracy. Then the only
6 allegations against the city are negligent hiring of these
7 folks and negligent, essentially negligent supervision of
8 these folks, okay, while committing these intentional
9 torts.

10 That being the case, if you were to grant the summary
11 judgment for the individuals, because they can't conspire
12 with themselves, then there's no wrongdoing on the part of
13 the employees that we can be held to have negligently
14 supervised. So, if you were to grant their summary
15 judgement motion, we believe that would necessarily mean
16 you would have to grant ours. But even if you didn't grant
17 their summary judgement motion, we have many, many grounds
18 on which the city should be entitled to summary judgement
19 as a matter of law.

20 First of all -- just to get the easy one out of the
21 way -- it is alleged that we were grossly negligent or
22 negligent in hiring Mr. Frady and Mr. Greenwood. There's
23 absolutely no evidence in the record that will support any
24 cause of action for negligent hiring of these folks. In
25 fact, it wasn't even addressed in the brief.

1 THE COURT: What's in, what's in the record?

2 MR. COX: Nothing.

3 THE COURT: No depositions?

4 MR. COX: Oh, no, we have depositions galore, but
5 there's no evidence of anything, anything that would
6 support a negligent hiring cause of action. I mean -- and
7 I've got affidavits from Mr. Williams as to the process he
8 went through in hiring these folks. I mean, Mr. Greenwood
9 has a ton of these ---

10 THE COURT: You filed these?

11 MR. COX: Yes, sir, with the brief, and I've got that
12 with me, too, if you'd like to see a copy of that.

13 THE COURT: You want me to read it?

14 MR. COX: If you'd like to.

15 THE COURT: Well, you know, it's hard to make a
16 decision based on something that somebody else has got and
17 I don't have it.

18 MR. COX: Yes, sir.

19 THE COURT: I'm not sure what I've got here.

20 MR. COX: And I emailed, my staff emailed from stuff
21 to you, so you probably don't have it printed out, and
22 forgive the ---

23 THE COURT: February 5th?

24 MR. COX: --- two-sided, but I just was trying to save
25 some trees.

1 So, we got an affidavit from Mark Williams explaining
2 these fellows' backgrounds, okay? Shaun Greenwood has
3 extensive past history working for municipalities and, in
4 fact, for Mr. Williams in the past. They've worked
5 together and that goes -- he goes to Mark Frady, who was
6 actually a building inspector for Richland County for years
7 and years before he hired him on to the city to be the
8 provisional building, building official. And there's
9 nothing in the record that would indicate that Mr. Williams
10 would know of any problems with these folks before he hired
11 them that would, you know, lead to the, the prerequisite
12 elements of negligent hiring, which would be knowledge of,
13 of wrongdoing on the part of these people, the foreseeable
14 -- that they would harm somebody. There's just zero
15 evidence in the record to support the cause of action for
16 negligent hiring. And there was nothing in the brief, Mr.
17 Porter's brief that even opposed that portion of our, of
18 our summary judgment motion.

19 On top of that, Judge, in the affidavit clearly that's
20 a discretionary act. And Mr. Williams, in his affidavit,
21 goes through weighing the applications that he had of
22 different folks in looking at ability, jobs, and him
23 exercising his discretion which, under the Tort Claims Act,
24 Section 15-78-60 subsection 5 ---

25 THE COURT: Discretionary act?

1 MR. COX: Yes, sir. You can't be sued for
2 discretionary act in weighing the pros and cons of
3 something in making the decision to hire somebody.

4 THE COURT: All right.

5 MR. COX: Okay, the other -- the next cause of action
6 against us is negligent supervision of Frady and Greenwood,
7 and that's the only allegation in the claim. There's no,
8 no allegation of negligent supervision of Mr. Williams, who
9 was the manager or the administrator of the city. Again,
10 statute of limitations on this, Judge. The statute --
11 there's this case, *Brown vs. Pearson*, 483 SE 2d 477, that
12 the cause of action for negligent supervision arises when
13 somebody knew or should have known of the negligent
14 supervision going on. And the complaint alleges that he's
15 known of negligent supervision since 2007. So, we would
16 think that any negligent supervision cause of action would
17 be beyond the statute of limitations, which for us in the
18 Tort Claims Act is two years. So, it would be some time in
19 2010.

20 Again, the way this is pled makes this interesting,
21 okay, because he has pled that the only thing, the only
22 actions that Mark Williams took towards the plaintiffs --
23 towards the plaintiff were intentional. He's part of the
24 conspiracy. That he was, he was part of these three people
25 who, you know, intentionally went after Mr. Haynie to make

1 his life miserable. Well, he can't negligently supervise
2 because it's either one or the other, and so not real sure
3 how that works. We don't think, obviously -- and I know
4 the city can't be sued for the intentional actions of its
5 employees under Section 15-78-60-17. So, that, that, that
6 kind of is confusing to me in how that could possibly be.
7 I don't think you can have it both ways.

8 So, you know, who is doing the negligent supervising,
9 okay? Well, I guess the only people left would be council,
10 but there's, there's no evidence in the record, and the way
11 this flows is that the only person accountable to council
12 is Mark Williams. Mark Williams supervises Frady and
13 Clark, and Clark -- I'm sorry, Frady and Greenwood. So,
14 Mark is their supervisor, yet he's alleged to be in the
15 conspiracy, which would be an intentional act which the
16 city can't be liable for. So, they would have to show
17 somehow that, I guess -- I'm just speculating here -- that
18 somehow the city council knew that Mark was part of the
19 problem and should have supervised him, but they don't
20 allege that. It's not an allegation in the complaint, so I
21 think they're kind of dead on that cause of action.

22 But even if they could do that, there is no evidence
23 in the record, in any of the depositions, in any of the
24 testimony that was taken that council would have had any
25 way to know that Mark was somehow a, you know, a part of

1 this little scheme that Mr. Porter alleges was going on.
2 All the complaints that Mr. Haynie made were about Frady
3 and Greenwood, which of course council would say Mark, take
4 care of that, okay, or look into that.

5 And the, the evidence is, as Mr. Shealy talked about
6 -- what that was is you've Mr. Haynie on one side saying
7 Mr. Frady's wrong, okay? You got Mr. Frady saying well,
8 no. I'm right. See? Here you go. And Clark Frady is the
9 only person who, who was employed by the City of Forest
10 Acres who is trained or qualified to know anything about
11 building codes. So, Mark Williams doesn't know how to
12 interpret building codes. So, using his discretion, he
13 says look. I don't know the answer to this. I don't have
14 the qualifications to get involved in this, but we have a
15 Code Board of Appeals that can help you if you are correct
16 and Mr. Frady is wrong, and we'll get that set up for you
17 and go at it, and that's what they did.

18 THE COURT: Okay, let me hear from Mr. Porter.

19 MR. PORTER: Thank you, Your Honor. I've got a
20 courtesy copy with the exhibits, if you'd like.

21 THE COURT: Yes, I would.

22 MR. PORTER: Thank you. Your Honor, would you like me
23 start with the negligence and then the civil conspiracy?

24 THE COURT: You start wherever you -- give me your
25 best shot.

1 MR. PORTER: Thank you. First off, I'd like to point
2 out as to both clients that, that even though it's
3 unmentioned, we are under the confines of a Rule 56 motion.
4 The city in its motions continually points to the
5 allegations say this, the allegations say that. The
6 individual defendants not so much, and the city in its
7 motion even references directly that the claim should be
8 dismissed under 12(b)(6).

9 Here we're not looking at just the pleadings. Rule
10 56©) says explicitly ---

11 THE COURT: I know what it says.

12 MR. PORTER: --- pleadings, depositions, all the
13 evidence of record. I think the evidence of record informs
14 the court that he has -- that Mr. Haynie has stated a claim
15 on both civil conspiracy and negligence. I'll start with
16 civil conspiracy.

17 The individual defendants allege two arguments all
18 for the same kind of token. One is the common law argument
19 of intracorporate immunity, and the second is under the
20 Tort Claims Act. I believe it's Section 70, subsection (A)
21 where it says for, for actions within the scope of your
22 immunity, you can't be held liable if you're an employee.
23 So, if Mr. Haynie is able to show that the individual
24 defendants acted outside the scope, scope and course of
25 their immunity, that defense is defeated on both prongs.

1 Just briefly without a full recitation of the facts, I
2 would like to inform the court of a few statements which I
3 think demonstrate that the actions here were outside the
4 course and scope of their employment. There is the
5 deposition at Exhibit 2 by Barry Epps, a former code
6 inspector for the defendant. He gives an affidavit which
7 is consistent with his deposition and is much briefer, so
8 I'll actually go through that. Now, much of what Mr. Epps
9 will talk about is admittedly outside of the statute of
10 limitations. I'm using this as background to show that
11 this sort of behavior and conduct continued.

12 Mr. Epps testifies that as soon as he began working
13 for the city as an inspector, the same position Clark Frady
14 had, he notices that there's hyper vigilance toward Doc
15 Haynie. He recalls Mr. Williams remarking I have no use
16 for Doc Haynie in a negative way. He was sent to monitor
17 Doc Haynie's garbage at his home and at his work site on a
18 weekly, if not more than that, basis. He described it in
19 his deposition as excessive and more than he had to do on
20 any other property in Forest Acres. And he was directed by
21 Mr. Williams and Mr. Greenwood, who are both individual
22 defendants here, to do that.

23 After he goes, Clark Frady comes on as the building
24 code inspector. Frady testifies at page 61 of his
25 deposition, lines 3 through 5, that he would go out to

1 check Doc Haynie's property at least once a week, and he
2 goes on to testify that he, he doesn't believe or, or can't
3 say that there was a complaint each time warranting those
4 visits. That he was just on constant instruction to go to
5 his property once at week, and at times he just did it to
6 do it.

7 Now Exhibit 5, the affidavit of Margo Pierce, does
8 address several items within the statute of limitations.
9 Ms. Pierce was the clerk for Forest Acres's building office
10 and other offices at the time relevant to this. Ms. Pierce
11 testifies that -- by way of affidavit, so she swears that
12 when this Code Board of Appeals hearing panel meeting
13 happened, she recalls Clark Frady calling these board
14 members and saying here's how I want you to vote: to vote
15 down Doc Haynie.

16 This is the first time Forest Acres had ever convened
17 such a committee. Clark Frady meets with them beforehand,
18 and if the argument is whether or not that meeting was
19 outside the course and scope of his employment, I believe
20 Mark Williams's deposition, which I believe is attached, he
21 testifies that no, that would be inappropriate for him to
22 do that.

23 She also testifies or swears in her affidavit that she
24 witnesses hyper vigilant monitoring. And she recalls that
25 Williams and Greenwood would often inquire of her when his

1 permits were going to expire, and on one occasion they go
2 great. We'll get him now. She called it a witch hunt.

3 Exhibit 7 is an interview with Clark Frady by an LLR
4 investigator. There Clark Frady admits to talking with the
5 Code Board of Appeals panel about the hearing beforehand.
6 That's in the second-to-last paragraph. He denied doing so
7 in his deposition.

8 Exhibit 8, memorandum and interview with Margo Pierce.
9 She further bolsters this, this conversation before the
10 Code Board hearing.

11 In Exhibit 10 we see the deposition of Paul Kyles. On
12 this Covenant Road job, we believe the evidence will show,
13 I believe, circumstantially -- Mr. Haynie's testified that
14 he knows that Nasser, who was the owner of the property who
15 he was the general contractor for, fired him because he was
16 told to by the city. Mr. Kyles, who remained as a
17 subcontractor to Mr. Alcusa [phonetic], is out there when
18 Nasser's pulling his permit, and they're all joking to his
19 customer negatively about Doc Haynie.

20 David Cook, a plumbing contractor, testified to Clark
21 Frady saying directly to him, and it is at -- his is the
22 eleventh exhibit you'll have, page 65 of the actual
23 transcript: You'd better be careful if you're still doing
24 work with Doc. And, and insinuating to him that he, he
25 can't work for Doc in Forest Acres. He doesn't have work

1 in Forest Acres anymore.

2 We believe the testimony of all these individuals,
3 subcontractors, employees, former employees of Forest
4 Acres, and the individual defendants' own testimony where
5 it conflicts with itself, there's plenty of issues of fact
6 showing that the actions here were outside the course and
7 scope of their employment.

8 Now, the legal application of that is clear from the
9 court's decision in the *Pridgeon* case at the Court of
10 Appeals level; *Ward vs. Anthony*, *Anthony vs. Ward* case
11 applying Fourth Circuit law, and then its progeny
12 thereafter that the issue is course and scope. If it's
13 outside the course and scope, it's actionable. Here it's
14 actionable.

15 Now, on negligence and to that earlier pleadings
16 argument, the statement of he should have knew about this
17 in 2007, 2010, I believe he's gleaned that from paragraph
18 8 of the complaint where it alleges that this began. It's
19 doesn't allege discovery. We concede that we have a
20 two-year statute of limitations against the defendant city,
21 a three-year statute of limitations against the individual
22 defendants. But we believe that that statute of
23 limitations runs from November 1, twenty -- November 2,
24 2012, when this lawsuit was filed back two years for the
25 city, back three years for the individuals, and I think

1 that's consistent with the law.

2 And setting that aside, the hirings did occur before
3 November 2, 2010. So, I'm not going to waste your time
4 with that, Your Honor.

5 I'll jump straight into the subsection 5,
6 discretionary immunity argument. First off, discretionary
7 immunity is an affirmative defense. You can find that
8 fully briefed in the memo, and that arises out of, I
9 believe, the Stangy [phonetic] case and also citing the
10 *Foster vs. South Carolina Department of Highways and Public*
11 *Transportation* case. So, the city has a responsibility to
12 show us that, number one, it waived competing
13 considerations in making the decisions at issue; or, two,
14 it utilized accepted professional standards of resolving
15 the issue.

16 I think with the concerns here, the city and its
17 monitoring of its employees -- and when you say the city,
18 we're talking about the body itself. It's council, its
19 upper leadership, not necessarily its administrator,
20 although I would assert to you that he can wear two hats in
21 an alternate claim, and then on a post-trial motion it
22 should be decided whether or not there's been any sort of
23 double recovery or anything like that if we can show
24 alternatively. That'd be up for the jury, but I think
25 there's enough city leadership above the administrator

1 that, regardless of the court's determination on that
2 issue, we still go forward.

3 With the supervision, we assert that -- and the
4 records show it's uncontested. In fact, Carl Holloway, the
5 city attorney, admits to it, as far as he's concerned, that
6 Doc Haynie is reporting all these items to the city
7 attorney, to council members, to, to the -- to Mayor
8 Brunson, to everyone, saying look at what these guys are
9 doing.

10 Now, the city and individual defendants throughout the
11 case have tried to couch this hyper vigilance of Doc Haynie
12 and, oh, we got a complaint, and we have a responsibility
13 to examine complaints. I would say, then, to assert that
14 you didn't have a responsibility -- and they don't
15 necessarily attack our duty argument. But to assert that
16 you didn't have a responsibility to examine those
17 complaints when Mr. Haynie makes the complaints is
18 disingenuous and trying to have one's cake and eat it, too.

19 Furthermore, Mr. Cox in his brief cites that the
20 elements that we have to show that -- that, that he has to
21 show with the affirmative duty of the affirmative defense
22 of discretion is going to turn on fundamental elements of
23 not -- excuse me. Scratch that, Your Honor.

24 I'm stating the standard for negligent supervision.
25 It's going to turn on fundamental elements of knowledge of

1 the employer and foreseeability of the harm.

2 Well, Mr. Haynie testified that he told the upper
3 echelon folks at Forest Acres, and from what he was telling
4 them, they could reasonably foresee the harm. The elements
5 have been satisfied for an appropriate negligent
6 supervision claim.

7 I'll now quickly run through the other kind of myriad
8 of Tort Claims Act provisions cited. The first one relied
9 on -- or the next one relied on is subsection 17. What
10 we're litigating against the city is not the intentional
11 actions of its employees. We're litigating the fact that
12 it didn't do anything about it. Negligence. That it sat
13 on its hands willfully goes to gross negligence, and that
14 it just negligency -- negligently didn't do anything about
15 it. So, 17 is not a bar here.

16 Next, I believe, subsection 1, 2 recited -- that being
17 judicial immunity. The only issue on judicial immunity
18 would be the Court of Appeals because I don't think they're
19 contesting that the city is a judicial body. And once
20 again we're litigating the city's negligence and gross
21 negligence not monitoring its employees when it was on
22 notice that it should. So, I don't think that subsections
23 1 and 2 of the Tort Claims Act, Part 60, can be persuasive.

24 Next subsection is 4, dealing with law licensure, 12
25 dealing with -- 12 deals with licensure. 4 deals with

1 compliance of the law, 13 deals with regulatory
2 instructions, and 23 deals with prosecution of judicial
3 administrative proceedings. While issues in this case do
4 touch on these things, once again I believe that argument
5 is off-base. We're not addressing that. We're addressing
6 the city's negligence in supervising and monitoring the
7 actions of the individual defendants who, the testimony and
8 records shows, were essentially on a witch hunt against my
9 client.

10 THE COURT: All right, let me have proposed orders
11 within ten days, all right?

12 MR. PORTER: Thank you, Your Honor.

13 THE COURT: Anything further?

14 MR. COX: No, sir.

15 MR. SHEALY: We'd be happy to respond to what we've,
16 what we've heard.

17 THE COURT: I think I understand.

18 MR. SHEALY: Yes, sir.

19 THE COURT: What the issues are.

20 MR. COX: Thank you, Judge.

21 THE COURT: Is this case on a trial roster?

22 MR. SHEALY: Yes, sir, it is.

23 THE COURT: For when?

24 MR. SHEALY: Next week.

25 MR. PORTER: Monday.

1 THE COURT: Make sure it does not go to trial on
2 Monday.

3 MR. SHEALY: Perfect.

4 MR. PORTER: Thank you.

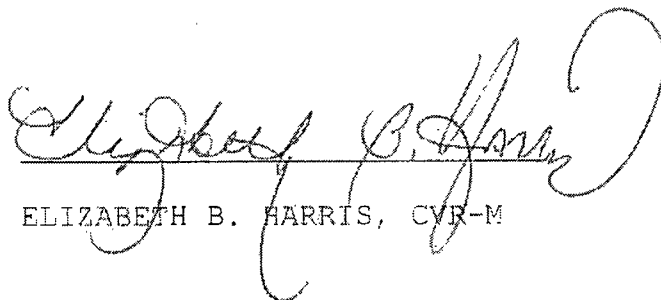
5 MR. COX: Thank you, Your Honor.

6 --- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED
VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH
JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE
AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE
PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING
OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE
CIRCUIT COURT FOR RICHLAND COUNTY, SOUTH CAROLINA, ON
THE 21ST DAY OF FEBRUARY, 2014.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN,
COUNSEL, NOR INTEREST IN ANY PARTY HERETO.



ELIZABETH B. HARRIS, CYR-M

COLUMBIA, SOUTH CAROLINA

OCTOBER 8TH, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

☐ Plaintiff

v.

The City of Forest Acres, Mark M. Williams,
Shaun Greenwood and Clark Frady in their
individual capacities,

☒ Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.
2012-CP-40-7392

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

J. Lewis Cromer, Bar No. 75662

J. LEWIS CROMER & ASSOCIATES

1522 Lady Street, Columbia, SC 29201

phone: (803) 799-9530 fax: (803) 799-9533

Defendant's Attorney:

A. Johnston Cox, Bar No. 09081

GALLIVAN WHITE & BOYD, P.A.

P.O. Box 7368, Columbia, SC 29202

phone: (803) 779-1833 fax: (803) 779-1767

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and Motion for Summary Judgment

Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

Date submitted 12/23/13

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$25.00**

☐ **EXEMPT:** ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Date Filed:

Collected by:

☒ MOTION FEE COLLECTED

☐ CONTESTED - AMOUNT DUE:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M.
Williams, Shaun Greenwood and Clark
Frady in their individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2012-CP-40-7392

**CITY OF FOREST ACRES' NOTICE OF
MOTION AND MOTION FOR
SUMMARY JUDGMENT**

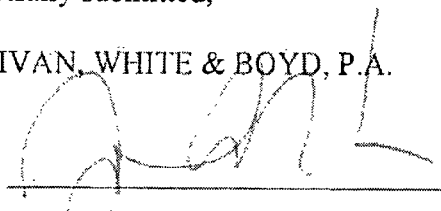
TO: J. LEWIS CROMER, ATTORNEY FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for Defendant City of Forest Acres ("the City"), will move before the presiding judge of the Richland County Court of Common Pleas at the Richland County Judicial Center as soon as counsel may conveniently be heard, for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, granting summary judgment in favor of the City. This Motion is made upon the grounds that the causes of action asserted against the City are barred by the South Carolina Tort Claims Act, 15-78-60(1),(2),(4),(5),(12),(13),(17) and (23). Alternatively, the Plaintiff has failed to provide competent evidence sufficient to constitute a cause of action against the City. As a result, there is no genuine issue of material fact and the City is entitled to entry of summary judgment in its favor as a matter of law.

This Motion will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.

BY: 

A Johnston Cox (SCB# 09081)
1201 Main Street, Suite 1200 (29201)
Post Office Box 7368
Columbia, South Carolina 29202
Tel: (803) 779-1833
Fax: (803) 799-1767
jcox@gwblawfirm.com

ATTORNEYS FOR DEFENDANT CITY OF FOREST ACRES

Columbia, South Carolina
December 23, 2013.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

vs.

The City of Forest Acres, Mark
M. Williams, Shaun Greenwood
and Clark Brady in their individual
capacities

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2012-CP-40-7302

AFFIDAVIT OF
CARL L. HOLLOWAY

PERSONALLY APPEARED before me, Carl L. Holloway, Jr., attorney at law,
who, being duly sworn, does state as follows:

1. Deponent is the city attorney for the City of Forest Acres and has served in that capacity since 1976.
2. I have known Doc Haynie for many years. His daughter and mine were friends at Heathwood Hall. I have employed his company for construction, remodeling, and repair projects at my residence and a commercial property.
3. He contacted me when he was having a problem in the Covenant Road area with East Richland Public Service District. I referred him to Chip Smith at East Richland as someone in authority with whom he could discuss his situation.
4. I believe he was also in discussions with the City about a zoning violation due to commercial equipment storage. I offered, without charge, to let him park some of his equipment on my personal commercial property for 30 days or so until he could locate a permanent site.

5. In June of 2011, a problem arose at the property he claimed to own at 1325 Brentwood Drive. The property was actually titled in the name of Lottie S. Haynie and April Sky Haynie. His daughter Sky was living in the home. He was issued tickets on June 20, 2011 for No Building Permit (5-4); Home Occupation Violation (21.146), Rubbish & Garbage-Rodent (5-2 307.1) and possibly other charges. He requested a jury trial. I negotiated the charges with his attorney, Lewis Cromer. We agreed upon a plea to resolve the issue. When the time came to enter the plea before the court, Haynie declined to do so based upon his misunderstanding of the plea as discussed with his attorney. As a result the matter was continued.

6. One of the problems at the 1325 Brentwood Drive was the construction of a detached storage building on the back of the property. Haynie and the building inspector disagreed about the application of the building code. Attempting to resolve the issue, I suggested that Haynie get a duly licensed structural engineer to review the site and plans. If the engineer would sign off on the structural integrity of the building, under his seal, the City would nolle pross the No Building Permit violation. Haynie agreed to this proposal. An engineer, Louis Mariaca, signed off on the structural integrity of the building and the City approved the plans and the building permit was duly issued. I suggested this form of resolution because I thought it was an equitable resolution of the issue.

7. Shortly before the remaining citations were to be tried, Lewis Cromer contacted me to determine if the earlier plea offer was still on the table. I reaffirmed that the earlier offer was still valid, consisting of a guilty plea to any one of the charges, at his election, with the fine to be set by the court and duly paid, and upon entering the plea, I would nolle prosee the remaining

charges. He pled guilty to the Rubbish and Garbage-Rodents violation and paid a \$750 fine. The remaining charges were nolle prossed under our agreement.

8. In regard to the 1325 Brentwood Drive property, Doc Haynie felt that he was being unfairly prosecuted in that other contractors were engaged in the same home occupation violation(s). He provided my office with photographs of twenty (20) properties that he alleged were in violation. I turned these photographs over to the City codes enforcement office and requested that each property be inspected and citations issued if warranted. I understood that such an investigation was duly conducted.

9. I am unaware of any instance in which Haynie was selectively or unfairly prosecuted by the City of Forest Acres.



Carl L. Holloway, Jr.
1712 St. Julian Place
Columbia, SC 29204
(803) 929-1191
City Attorney
City of Forest Acres

SWORN to and subscribed before
me this 3rd day of December, 2013.



(L.S.)

Notary Public for South Carolina

My Commission Expires: 7/27/2015

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

v.

The City of Forest Acres, Mark M.
Williams, Shaun Greenwood and Clark
Frady in their individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2012-CP-40-7392

AFFIDAVIT OF MARK WILLIAMS

TO: PLAINTIFF, FRANK "DOC" HAYNIE, AND HIS ATTORNEY, LEWIS CROMER

Personally appeared before me, Mark Williams, who after being duly sworn, deposes and states as follows:

1. I am over twenty-one years of age and am competent to testify to the matters stated herein.
2. I have been the City Administrator of the City of Forest Acres for over 8 years. I previously served as the Town Administrator for the Town of Summerville for 4 years and Isle of Palms for 15 years.
3. The information set forth below is based upon my personal knowledge and my extensive experience with the City.
4. I hired Shaun Greenwood for a position in Code Enforcement on May 9, 2005. Shaun previously performed similar duties for me while I was the Town Administrator for the Town of Summerville.
5. During his tenure in Summerville, I was generally impressed with Shaun's intelligence, capabilities, and his ability to deal well with the public. Under my authority as City

Administrator and using my discretion, I hired Shaun in Codes Enforcement at the City of Forest Acres with the intent that I would consider him for more advanced employment when he obtained his graduate degree, specifically a Masters in Public Administration.

6. Upon receiving his Masters, I recommended to City Council that Shaun be reclassified as an assistant City Administrator. Shaun continued to perform Codes Enforcement duties and supervise other building and code enforcement activities.
7. Additionally, he continued to supervise the activities of the Building Department, which necessarily includes the issuance of building permits, business licensing, HTAX administration, and zoning and planning oversight.
8. Although Shaun and I spoke on a daily basis about a variety of topics, Shaun was self-motivated and did not require day-to-day direct supervision. His performance met or exceeded my expectations, and I was confident in his abilities.
9. At no times during his tenure with the City of Forest Acres did I direct Shaun to write a citation. It was within Shaun's judgment to issue citations when he felt it was necessary to do so. I was not aware of any instance in which Shaun selectively or unfairly exercised his discretion in enforcing the Forest Acres codes.
10. In April 2011, after serving the City of Forest Acres for approximately five years, Shaun left for a job opportunity with the City of Cayce.
11. Under my authority as City Administrator and using my discretion, I hired Clark Frady as a probationary Building Official with the City of Forest Acres on March 8, 2010.
12. In order to fill a void, the City of Forest Acres had contracted for Building Inspection services through the Richland County Building Department. Clark was employed by the

County as a building inspector. Through the City's arrangement with the County, Clark performed building inspections for the City of Forest Acres on a rotational basis. During this time, Clark made a good impression on me and other City officials, appearing very knowledgeable and reasonable in his code interpretations.

13. Upon advertising for the vacancy of Building Official, the City of Forest Acres received numerous applications from inspectors around the country. Clark also applied for the position.
14. Weighing Clark's previous satisfactory work with the City of Forest Acres and his years of experience with Richland County against the competing applications of other candidates, I exercised my discretion and hired Clark as a probationary Building Official. He was given two years to obtain his certification under state law, which he accomplished.
15. Although Clark was under Shaun Greenwood's immediate supervision, I interacted with him often, as much of what he regulated overlapped into planning and zoning, thereby implicating general codes enforcement. In addition to his duties as the Building Official, he would also investigate and enforce general code issues.
16. At no time did I instruct or direct Clark to issue citations. Occasionally, I would advise him of code complaints that I had received and/or prompt him to follow up on outstanding code complaints. He occasionally asked me for advice on enforcement. Without putting eyes on a specific issue, I would tell him to use his best judgment and issue citations if he thought such measures were warranted under the circumstances.

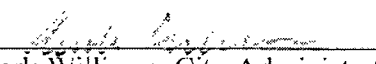
17. It is my opinion that during his tenure with the City of Forest Acres, Clark's actions and decisions were measured in response to the circumstances. I believe Clark issued citations only after all other attempts at compliance failed.
18. Clark left the City of Forest Acres' employment in December of 2012.
19. I became aware of a dispute between Clark and Doc Haynie regarding an inspection that Clark had performed on the footings or foundation of a shed Haynie was building in the backyard of 1325 Brentwood in the spring of 2011. Haynie copied me on several emails between him and Clark involving the matter.
20. It appeared to me that Haynie believed that Clark's inspection and interpretation of the code was incorrect and that Clark believed he was interpreting the code correctly.
21. I am not a trained/certified building inspector. However, I do know that the State of South Carolina and the City of Forest Acres adopted the 2006 Building Code and that Haynie continued to reference the 2009 code that had not been adopted at the time of the dispute.
22. The City did not ignore Haynie's complaints about the way that the inspection was handled. Not being qualified to weigh in on the issues and using my discretion, I suggested that Haynie file an appeal with the Forest Acres Code Board of Appeals to in an appeal of Clark Frady's code interpretation dispute.
23. The Code Board of Appeals is the appropriate appellate body created by the City for contractors to challenge code interpretations by the Building Official. Qualification for membership on the three member Board is determined by the building code. The Board included a building inspector employed by Richland County, an engineer and a commercial real estate broker. I understand that the Code Board of Appeals held a

hearing on Haynie's complaints and upheld Frady's interpretation of the 2006 code. I did not attend the hearing. Haynie did not pursue any other means of redress following the hearing.

24. Haynie has also made some allegations regarding work he was doing on Covenant Road for a man named Nasser Alquzza. Haynie testified that he had a dispute with Alquzza and that Alquzza fired him from the job. He has raised some allegations that the City took some improper actions in regards to issuing permits to other contractors to complete the work after he was fired. I have no personal knowledge regarding his firing or the issuance of permits for the Covenant Road project in 2011. I did not direct anyone to take any action regarding Haynie or building permits issued for the Covenant Road project in 2011.

25. I have never directed any Forest Acres employee to treat Haynie any differently than any other contractor or Forest Acres resident. Forest Acres has limited resources and does its best to respond to citizen complaints as they are received and to conduct building inspections as they are needed. These are the only actions that Forest Acres employees have ever undertaken with respect to Haynie.

AFFIANT FURTHER SAYETH NOT.


Mark Williams, City Administrator of
the City of Forest Acres

SWORN to BEFORE me
This _____ day of _____, 2013

(L.S.)
Notary Public for South Carolina
My Commission Expires _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Frank "Doc" Haynie,

Plaintiff,

vs.

The City of Forest Acres, Mark M. Williams,
Shaun Greenwood, and Clark Frady, in their
individual capacities,

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-40-7392

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorneys:

J. Lewis Cromer, Esquire, Bar No. 1470

J. Paul Porter, Esquire

Address: J. Lewis Cromer & Associates, LLC
1522 Lady Street, Columbia, SC 29201

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E-mail: jlc@jlewiscromerlaw.com

Defendants' Attorneys:

Kirby D. Shealy III, Bar No. 11556

Lyndey Ritz Zwing, Bar No. 100864

Address: Adams and Reese LLP
1501 Main Street, 5th Floor, Columbia, SC 29201

Phone: 803-212-4966 **Fax:** 803-779-4749

E-mail: kirby.shealy@arlaw.com

A. Johnston Cox, Esquire

Address: Gallivan, White & Boyd, PA
1201 Main Street, Suite 1200, Columbia, SC 29201

Phone: 803-799-1833 **Fax:** 803-799-1767

E-mail: jcox@gwblawfirm.com

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment

Estimated Time Needed: 30 minutes

Court Reporter Needed: ☒ **YES** / ☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

December 26, 2013

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT:** \$ 25.00

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Frank "Doc" Haynie,)

Plaintiff,)

v.)

The City of Forest Acres, Mark M. Williams,
Shaun Greenwood and Clark Frady in their
individual capacities,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2012-CP-40-7392

**DEFENDANTS MARK M. WILLIAMS,
SHAUN GREENWOOD AND
CLARK FRADY'S MOTION FOR
SUMMARY JUDGMENT**

TO: J. LEWIS CROMER, ESQUIRE, AND J. PAUL PORTER, ESQUIRE, ATTORNEYS
FOR PLAINTIFF, AND A. JOHNSTON COX, ESQUIRE, ATTORNEYS FOR
DEFENDANT CITY OF FOREST ACRES:

Pursuant to Rule 56 of the *South Carolina Rules of Civil Procedure*, Defendants Mark M. Williams, Shaun Greenwood and Clark Frady, in their individual capacities (collectively referred to as "Defendants"), hereby move for summary judgment as to Plaintiff's claim against them for civil conspiracy in the above-captioned action. Defendants' motion is based on the grounds that there exist no genuine issues of material fact and Plaintiff's claim is barred in whole or in part by the statute of limitations, the intra-corporate civil conspiracy doctrine, and the South Carolina Tort Claims Act.

Defendants' motion is supported by the attached Affidavit of Defendant Clark Frady and the deposition testimony of Plaintiff, Defendant Williams, Defendant Greenwood, Paul Cowles, and Barry Epps.

PROCEDURAL BACKGROUND

Plaintiff Frank "Doc" Haynie ("Plaintiff") initiated this action on November 2, 2012 by filing a Summons and Complaint against The City of Forest Acres ("City") and individual

Defendants Mark M. Williams ("Williams"), Shaun Greenwood ("Greenwood"), and Clark Frady ("Frady"). Each of the individual Defendants were at all times relevant to the allegations of Plaintiff's Complaint employed by City to enforce City ordinances. *See* Complaint at ¶¶ 3-5.

Plaintiff alleges that City is liable for negligence and gross negligence and the individual Defendants are liable for civil conspiracy. *See generally* Complaint. The alleged wrongful actions taken by Defendants in pursuit of their alleged civil conspiracy include:

- "demand[ing] that Plaintiff stop work and present drawings and specifications" before continuing construction on a storage shed located on Plaintiff's residential property on Brentwood Drive (Complaint at ¶ 10);
- "inform[ing] Plaintiff that his drawing[s] [for the storage shed on his Brentwood Drive residential property] failed to meet code . . . and that he should not go forward with construction" (*Id.* at ¶ 11);
- "revok[ing] [Plaintiff's] permit and plac[ing] a 'stop work' order on his entire property" as a result of Plaintiff's failure to create job specifications that met the applicable International Residential Code (2006) (*Id.* at ¶ 13);
- "ma[king] [Plaintiff] stop work on all of his projects and charg[ing] that his work done on the Covenant Road project was not acceptable" (*Id.* at ¶ 15);
- "cit[ing] [Plaintiff] for numerous other violations of the building codes" (*Id.* at ¶ 17); and
- "embarrass[ing] the plaintiff publicly in the presence of other people and even on occasions call[ing] in law enforcement to give the false impression that the plaintiff was a dangerous person who might do . . . harm" (*Id.* at ¶ 18).

Plaintiff alleges that Defendants were "annoyed and even angry with [Plaintiff] for personal reasons." (Complaint at ¶ 8.) Plaintiff did not allege that Defendants received any personal benefit for enforcing City's code and zoning ordinances.

The allegations in Plaintiff's Complaint merely assert that Defendants took a series of actions to investigate citizen complaints of alleged violations of City's ordinances, issued numerous written warnings, and enforced applicable City code and zoning ordinances when appropriate.

UNDISPUTED FACTS

Plaintiff obtained his South Carolina General Contractor's License in 1973 and has been in the construction industry for approximately forty years. *See* Deposition of Frank "Doc" Haynie ("Haynie Depo.") at 7:7-11; 13:15-21, attached as **Exhibit A**; *see also* Plaintiff's Answers to Defendants' First Set of Interrogatories at No. 1(a), attached hereto as **Exhibit B**. Plaintiff alleges that he performs "a large amount of work within the confines of Forest Acres," (Complaint at ¶ 6) but estimated during his deposition that he only in fact performed between fifteen (15%) to twenty (20%) of his work within the City from 2008 to 2011. *See* Haynie Depo. at 215:7-23, 216:14-22. It is undisputed that during his forty years in the construction industry he has become knowledgeable of the local ordinances affecting his business. *See* Haynie Depo. at 50:8-14.

Throughout August and October of 2007, City received various complaints from Plaintiff's neighbors on Brentwood Drive of alleged ordinance violations, including allegations that Plaintiff was storing miscellaneous construction equipment on his residential property and operating a business from his residential property in violation of City ordinances. *See* Deposition of Mark Williams ("Williams Depo."), attached hereto as **Exhibit C**, at 65:3-17; *see also* Deposition of Shaun Greenwood ("Greenwood Depo."), attached hereto as **Exhibit D**, at 19:1-25; *see also* Affidavit of Carl L. Holloway, Jr. ("Holloway Aff."), attached to City's Motion for Summary Judgment, at ¶ 5.

Defendant Greenwood, Code Enforcement Officer for the City, investigated the citizen complaints against Plaintiff, and as part of his investigation, visited Plaintiff's property to check first-hand for violations. *See* Greenwood Depo. at 19:1-25, 21:23-25. As a result of the City's investigation of the citizen complaints, Defendant Greenwood determined "that there was a business being run from the shed at the back of the property." *Id.* at 19:21-25; 20:1 – 21:9.

Plaintiff testified that he was aware of the complaints filed against him by his neighbors and agreed that it was City's responsibility to investigate citizen complaints and take appropriate responsive action. See Haynie Depo. at 199:8-18; 200:10-22; 201:17-24; 202:2-11. Defendant Greenwood testified that he and Barry Epps, another City code enforcement officer, responded to Plaintiff's neighbor's complaints as they would any other complaint. See Greenwood Depo. at 28:3-8; 35:2-16. ("Every time [a neighbor] would call or complain, we would respond in the same way we did with every complaint."); see also Deposition of Barry Epps ("Epps Depo."), attached hereto as Exhibit E at 40:7-15 ("We always sent somebody to investigate [a complaint].").

Plaintiff alleged that "[Defendants] started harassing [him]" in 2008 when he "was building a shop that was permitted by Forest Acres" on his Brentwood Drive property. *Id.* at 41:21; 42:4-7. On April 23, 2008, Mr. Epps issued written notifications to Plaintiff informing him that his permit had expired and that he needed to call City's code enforcement office to schedule a final inspection after his permit was renewed. *Id.* at ¶ 171. Plaintiff admitted that his building permit had in fact expired at that time. *Id.* at 47:17 – 48:22; 179:13-18. Plaintiff stated: "it wasn't a problem and I renewed the permit and we passed the inspection." *Id.* at 42:17-19; see also Epps Depo. at 37:16-19 (stating it was not out of the ordinary for a municipality to require somebody to renew a permit). Plaintiff testified he was aware that the City refrained from issuing him any citations despite Defendant Greenwood and Mr. Epps' determination that Plaintiff had in fact violated applicable law by continuing construction without a valid permit. See Haynie Depo. at 203:9-13; see also Greenwood Depo. at 19:1-25.

On or about May 1, 2008, Plaintiff scheduled the final inspection of the storage shed on his Brentwood property. See Epps Depo. at 71:12-21; see also Exhibit 1 to Epps Depo. At that time, Mr. Epps determined that Plaintiff's storage shed failed the final inspection. *Id.* at 71:22-24. Mr.

Epps testified that no one from the City told him to fail Plaintiff's inspection and that the decision to fail Plaintiff was "completely [Mr. Epps'] decision." *Id.* at 72:7-24. Mr. Epps "discussed the results with [Plaintiff]" and testified "[t]hat's just part of the job." *Id.* at 72:13-18. He additionally testified that he was not "hypervigilant in enforcing the building code by not passing [Plaintiff]," but that "[the building] had some violation[s] he was not aware of that [Mr. Epps] observed and brought . . . to [Plaintiff's] attention so he could correct them and call for a reinspection." *Id.* at 73:1-15.

Plaintiff additionally alleges that in 2008 he was targeted by Defendant Greenwood as part of Defendants' conspiracy against him when Greenwood issued parking tickets to A.C. Flora High School students who were renting parking spaces from Plaintiff. *See* Haynie Depo. at 65:12-21, 66:8 – 67:16. Mr. Haynie admitted that he was in fact charging A.C. Flora students twenty dollars (\$20.00) per month to park on his residential property and was never personally ticketed. *See* Haynie Depo. at 66:8-25.

On March 21, 2010, following Mr. Epps' resignation as municipal code enforcement officer, Defendant Clark Frady, City's new Director of Code Enforcement, visited Plaintiff's Brentwood Drive property to inspect another storage shed that was under construction. *Id.* at 79:1-6; *see also* Affidavit of Clark Frady ("Frady Aff."), attached hereto as **Exhibit F** at ¶¶ 9-10. During his inspection, Defendant Frady noticed that the manner in which Plaintiff was attempting to construct the footings and foundation of the storage shed was not in compliance with the applicable International Residential Code (2006). *Id.* at ¶¶ 10-13; *see also* Haynie Depo. at 81:5-9; *see also* Williams Depo. at 43:2-5; *see also* Holloway Aff. at ¶ 6. Defendant Frady asked Plaintiff to provide a set of plans to City particularly describing how he planned to construct the foundation. *See* Frady Aff. At ¶¶ 10-12; *see also* Haynie Depo. at 81:16-23. Plaintiff submitted the requested drawings approximately one or two days later. *Id.*; *see also* Haynie Depo. at 83:2-21.

On or about May 2, 2011, Defendant reviewed Plaintiff's project plans and identified several violations for which he immediately emailed a "Stop Work" order to Plaintiff. *See* Frady Aff. at ¶ 15 (050102-000002 at # 102); *see also* Haynie Depo. at 81:10-24, 84:18 – 85:3. Defendant Frady was informed and believed that the specifications did not meet required standards according to the applicable International Residential Code (2006) and wanted to halt construction on Plaintiff's property until the matter was resolved. *Id.* at ¶¶10-14. The stop work order issued by Defendant Frady was posted on Plaintiff's Brentwood Drive property on or about May 5, 2011. *See* Frady Aff. at ¶ 15. Attempting to resolve the issue, Mr. Holloway suggested that Plaintiff get a duly licensed structural engineer to review the site plans. *See* Holloway Affidavit at ¶ 6. Holloway suggested that if the engineer would sign off on the structural integrity of the building, under his seal, then the City would *nolle pross* the No Building Permit violation. *Id.* Haynie agreed to this proposal and an engineer hired by Plaintiff, Louis Mariaca, signed off on the structural integrity of the building and the City approved Plaintiff's plans. *Id.* A building permit was issued by the City. *Id.*

Defendant Williams recommended that Plaintiff appeal the "Stop Work" Order to the Forest Acres Code Board of Appeals. *See* Williams Depo. at 25:15-17; *see also* Affidavit of Mark Williams ("Williams Aff."), attached to City's Motion for Summary Judgment, at ¶ 22-23. The Code Board of Appeals is an appellate body created by the City for contractors to challenge code interpretations by the Building Official and the Board is comprised of three officials, including a building inspector employed by Richland County, an engineer and a commercial real estate broker. *See* Williams Aff. at ¶ 23. Plaintiff appealed the order on or about May 5, 2011. *See* Frady Aff. at ¶ 16; *see also* Haynie Depo. at 102:9-11.

After a hearing before the Code Board of Appeals on or about May 11, 2011 wherein the Board affirmed Defendant Frady's decision, Plaintiff informed Defendants Frady and Williams by email dated May 12 that he was going to scale back the storage shed to less than 120 square feet, so that he would not need a permit as required by the Code. *See Frady Aff. at ¶ 17; see Haynie Depo at 103:13-24.* Defendant Williams acknowledged Plaintiff's request on the same day and confirmed that Plaintiff's building permit fee would be refunded. *See Frady Aff. at ¶ 17; see also Haynie Depo. at 100:2-9, 103:13-24.* Haynie did not pursue any other means of redress following the Code Board of Appeals' determination. *See Williams Aff. at ¶ 23.*

On or about June 20, 2011, Defendant Frady issued several citations to Plaintiff for his continued storage of construction materials on his residential property without a building permit, failure to remove rubbish and garbage on residential property, and for continuing to conduct business operations out of his residential property. *See Frady Aff. at ¶ 22; see Haynie Depo. at 111:1 – 112:2.* Plaintiff pled guilty to a rubbish and garbage-rodents violation and paid a \$750 fine. *See Haynie Depo. at 112:9-15; see also Holloway Aff. at ¶ 7.*

Defendant Frady also required Plaintiff to stop work on a project for a client, Nassar Alquza, on Covenant Road in late 2008. *See Frady Aff. at ¶¶ 18-21 see also Haynie Depo. at 115:7-10, 21-25.* According to Plaintiff's own testimony, the building permit for the project expired after a lapse in construction activity. *Id. at 121:4-14; see also Frady Aff. at ¶ 20.* In order for a permit to be reissued, Defendant Frady instructed Plaintiff to submit drawings for the project. *See Haynie Depo at 121:4-14; see also Frady Aff. at ¶ 19.* Frady reviewed the drawings submitted by Mr. Alquza and Plaintiff and determined that the bathroom in the building was not compliant with the requirements of the Americans with Disabilities Act ("ADA"). *See Frady Aff. at ¶ 19-21.* As a result, Defendant Frady asked Mr. Alquza to submit new architectural drawings and engineering drawings for a

redesigned bathroom which would be ADA compliant. *Id.*; *see also* Haynie Depo. at 123:19-25; 125:22-23.

After the ADA compliance issues arose, Mr. Alquza fired Plaintiff as general contractor on the Covenant Road project. *See* Deposition of Paul Cowles ("Cowles Depo."), attached hereto as **Exhibit G** at 57:2-19. Plaintiff has alleged that some or all of the individual Defendants instructed and/or persuaded Mr. Alquza to fire Plaintiff on the project. Plaintiff has introduced no testimony by Mr. Alquza to substantiate his allegations and the only other witness to the alleged discussion whereby the individual Defendants purported to convince Mr. Alquza to fire Plaintiff was Paul Cowles, an electrical subcontractor hired by Plaintiff to work on the Covenant Road project. Mr. Cowles testified that at the time he was called in to finish the project in 2011, around approximately the same time Mr. Alquza fired Plaintiff as general contractor on the project, he did not "know if [Haynie] would have had anything to do" with the remaining construction, and that "overall there really wasn't a whole lot left besides trimming out what [he] had to do and putting ceiling tile in and doing the . . . cosmetics." *Id.* at 69: 3-25; 70: 2-11. He further testified that he did not believe he ever heard a City employee tell Alquza that Plaintiff was "a very bad contractor" or "that Alquza needed to get rid of [Plaintiff] and get a new contractor." *Id.* at 71:7-19.

Plaintiff's allegations of civil conspiracy against Defendants seem to be rooted in his belief that City and its employees began enforcing ordinances more stringently after 2008. Plaintiff testified that prior to 2008

[he] rarely renewed a permit. Every now and then [he] would have a job that would last over a year and [City] would call [him] and say hey, your permit is expired. . . . And [he] would go down and pay the thing and we would . . . continue on happily ever after.

Id. at 43:10-21. Plaintiff admitted that prior to 2008, "[City] just didn't apply [the rule]." *Id.* Plaintiff testified that he knew permits had a limited duration and that he often violated the rule

without prosecution. *Id.* He further testified that around the time that he alleges Defendants began “harassing” and “conspiring against him,” in or around 2008, City and its employees, apparently “began to be more stringent about making [Plaintiff] renew permits after they expired.” *Id.* at 45:24 – 46:5. Defendant Williams has stated that he “never directed any Forest Acres employee to treat [Plaintiff] any differently than any other contractor or Forest Acres resident.” *See Williams Aff.* at ¶ 25. Mr. Holloway, City attorney, has stated that he is “unaware of any instance in which [Plaintiff] was selectively or unfairly prosecuted by the City.” *See Holloway Aff.* at ¶ 9.

Plaintiff asserted that from 2007 to 2011, Defendants “were just looking to get [him],” and conspired against him for personal reasons. *See e.g., Haynie Depo.* at 40:6-11, 27:9-12, 16-21. Yet Plaintiff has articulated no reason why Defendants would be personally motivated to harm Plaintiff or his business. Plaintiff admitted during his deposition that his allegations for civil conspiracy are based merely on inference (*id.* at 153:10-20), assumption (*id.* at 161:14), guesswork (*id.* at 244:4-5), and his keen ability to “connect the dots” (*id.* at 162:2, 5; 212:1-15).

There is no dispute that Defendants were authorized by and through their employment with the City of Forest Acres to investigate and prosecute violations of local zoning ordinances. All of the allegations asserted by Plaintiff as forming a basis for his civil conspiracy claim concern actions that fell within the course and scope of the individual Defendants’ employment.

SUMMARY JUDGMENT STANDARD

Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), *SCRPC*; *Singleton v. Sherer*, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008); *BPS, Inc. v. Worthy*, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2005). In determining whether any triable issue of

fact exists, the evidence, and all inferences which can reasonably be drawn therefrom, must be viewed in the light most favorable to the nonmoving party. *BPS, Inc. v. Worthy* at 325, 608 S.E.2d at 158.

The party seeking summary judgment bears the initial burden of demonstrating the absence of a genuine issue of material fact. *Rumpf v. Massachusetts Mut. Life Ins. Co.*, 357 S.C. 386, 393, 593 S.E.2d 183, 186 (Ct. App. 2004). However, “[o]nce the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleading. . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *Id.*

ARGUMENT

I. PLAINTIFF’S ALLEGATIONS OF ALLEGED WRONGDOING PRIOR TO NOVEMBER 2009 MUST BE DISMISSED DUE TO THE RUNNING OF THE APPLICABLE STATUTE OF LIMITATIONS.

Plaintiff alleges that “[s]ometime beginning of [sic] 2007 and continuing through 2010, it became apparent that the defendants, Frady, Greenwood, and Williams” began to conspire against Plaintiff “for their own personal reasons” and intended to cause him special damages. *See* Complaint at ¶ 8. However, Plaintiff did not file this lawsuit seeking damages for civil conspiracy until November 2, 2012 when he filed his Summons and Complaint. The applicable statute of limitations bars Plaintiff’s claim of civil conspiracy to the extent that it is founded upon actions that took place prior to November 2, 2009. S.C. Code Ann. § 15-3-530 (Rev. ed. 2005).

II. DEFENDANTS ARE ENTITLED TO SUMMARY JUDGMENT AS TO PLAINTIFF’S CIVIL CONSPIRACY CLAIM BECAUSE A CORPORATION CANNOT CONSPIRE WITH ITSELF.

Plaintiff's sole cause of action against the individual Defendants is for civil conspiracy. A civil conspiracy consists of three requisite elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes him special damage. *Lee v. Chesterfield General Hosp. Inc.*, 289 S.C. 6, 10, 344 S.E.2d 379, 382 (Ct. App. 1986). "Conspiracy may be inferred from the nature of the acts committed, the relationship of the parties, the interests of the alleged conspirators, and other relevant circumstances." *Moore v. Weinberg*, 373 S.C. 209, 228, 644 S.E.2d 740, 750 (Ct. App. 2007).

One of the primary requirements for a civil conspiracy action is "a combination of two or more persons." *Chesterfield General Hospital, supra*. "In order to establish a conspiracy, evidence, either direct or circumstantial, must be produced from which a party may reasonably infer the joint assent of the minds of two or more parties to the prosecution of the unlawful enterprise." *Pridgen v. Ward*, 391 S.C. 238, 246, 705 S.E.2d 58, 63 (Ct. App. 2010). However, the "joint combination" element is subject to a bar on intra-corporate civil conspiracy, recognized by the South Carolina Supreme Court as early as 1923. *See Goble v. American Ry. Express Co.*, 124 S.C. 19, 115 S.E.2d 900 (1923).

The bar on intra-corporate civil conspiracy arises out of the legal notion that, just as an individual cannot conspire with himself, a corporation, which is a legal "person," cannot conspire with itself. In *Goble*, the Supreme Court noted:

A hundred agents of a corporation might conspire among themselves to do an unlawful act, or to do a lawful act in an unlawful manner; but, while they would be guilty individually of conspiracy, and their act the result of such conspiracy, if accomplished within the course of their employment, would entail liability upon the corporation, it is impossible to conceive that a conspiracy between a corporation and its agents may be established by the acts of such agents alone. The number of individual agents acting is of no consequence; the result would be the same in the case of a single agent; and it is incomprehensible that a single agent may, as the representative of the principal, conspire with himself as an individual, so that he and the principal should be convicted of a conspiracy.

Goble, 115 S.E. at 903. Our appellate courts have recognized two scenarios in which the bar on intra-corporate conspiracy applies. First, agents and/or employees of a corporation cannot conspire with the corporation itself. *See Goble*, supra. Second, some or all agents of a single corporate entity, acting on its behalf, cannot conspire amongst each other. *Anthony v. Ward*, 336 Fed. Appx. 311, 315 (4th Cir. 2009) (applying South Carolina law) (citing *McMillan v. Oconee Mem. Hosp., Inc.*, 367 S.C. 559, 626 S.E.2d 884, 886-87 (2006); *Anderson v. S. Ry. Co.*, 224 S.C. 64, 77 S.E.2d 350, 351 (1953)).

In *McMillan*, the South Carolina Supreme Court indicated that the scope of employment was relevant to the intra-corporate conspiracy analysis, holding that “no conspiracy can exist if the conduct challenged is a single act by a single corporation acting exclusively through its own directors, officers, and employees, each acting within the scope of his employment.” *Id.* at 565, 626 S.E.2d at 887. For example, in *Angus v. Burroughs & Chapin Co.*, 358 S.C. 498, 596 S.E.2d 67 (Ct. App. 2004), the Court held that city council members cannot be liable for firing an employee because they “acted within their authority . . . and cannot be sued for doing what they had a right to do.” (citing *Antley v. Shepherd*, 340 S.C. 541, 550, 532 S.E.2d 294, 298 (Ct. App. 2000)). The courts have also held that “a conspiracy may not be based upon an act done in the exercise of a legal right.” *Kirby v. Gulf Oil*, 230 S.C. 11, 94 S.E.2d 21 (1956); *Howle v. Mountain Ice Co.*, 167 S.C. 41, 165 S.E. 724 (1932).

At least one other jurisdiction has held that employees of a city police department could not be held liable for civil conspiracy for enforcing a policy or custom of the city. *See McCumons v. Marougi*, No. 08-11164-BC, 2011 WL 308960 (E.D. Mich. 2011). In *McCumons* the Eastern District of Michigan held that city police department employees’ acts to further a city policy were

within the scope of their employment, even if arguably outside their authority. Therefore, a civil conspiracy claim could not be sufficiently pled and plaintiff's claim was dismissed.

In the case at bar, Plaintiff has alleged that "Frady, Greenwood, and Williams, for their own personal reasons had become annoyed and even angry with the plaintiff personally for reasons other than the quality of his construction work and began to single him out for disparate and unfair treatment" Complaint at ¶ 8. The specific wrongful acts included that Defendants were unfair in their "processing of building permits," and yet, Plaintiff has come forward with no evidence that Defendants refused to issue him a permit.

Plaintiff also alleges that Defendants acted in pursuit of a wrongful conspiracy against him by conducting "unwanted inquiries, inspections, and investigation[s]" against Plaintiff. *See* Complaint at ¶ 8. As Plaintiff's own testimony evidences, Defendants had a responsibility and obligation to investigate citizen complaints against Plaintiff for alleged violations of the law. *See* Haynie Depo. at 199:8-18; 200:10-22; 201:17-24; 202:2-17.

The evidence in the record reflects that Defendants in fact found numerous violations of applicable ordinances and zoning law. *See* Frady Aff. at ¶¶ 9, 12-13, 19-20, 22; *see* Greenwood Depo. at 19:1-25. Plaintiff paid applicable civil fines or admitted during his deposition that applicable municipal ordinances had in fact been violated at the time he was investigated and prosecuted by Defendants. *See* Haynie Depo. at 47:17-48:22; 179:13-18; 203:913; 66:8-25. He also withdrew his plans to build a 200 square foot storage shed on his property after the Forest Acres Code Board of Appeals ruled against him. *Id.* at 103:13-24.

Plaintiff also alleges that Defendants' prosecution of "numerous charges against [him] for violation of building codes and other city ordinances relating to the conduct of his business . . . were groundless and instituted solely for the purpose of harassing and causing him damages." *See*

Complaint at ¶ 8. The evidence in the record clearly reflects that Plaintiff was in fact in violation of applicable law. Plaintiff continued on multiple occasions to flaunt the law, ignore written warnings, and violate applicable building codes, hoped to simply avoid prosecution because in the past he was able to get away with minor violations, and then became annoyed when he was prosecuted for such violations. Plaintiff's only reason for believing that a civil conspiracy occurred is that such applicable laws had not been as stringently enforced prior to 2008. *Id.* at 43:10-21; 45:1-4 ("And I'm sure in '03 [the rule] said the same thing, but [the City] just didn't apply it."). Yet there is no evidence in the record that he had reason to believe the laws changed. *Id.* Rather, Plaintiff testified that he believed Defendants' conduct was improper because the rules simply hadn't been enforced as Defendants were beginning to enforce them. *Id.* at 45:24 – 46:12.

Moreover, Plaintiff has come forward with no evidence to support his argument that the individually-named Defendants acted against him for personal reasons other than his own speculative opinions. Rather, he is attempting to use civil litigation to avoid penalties and/or recoup his losses for admittedly violating the law. Each of the alleged overt acts taken by Defendants in pursuit of the asserted civil conspiracy against Plaintiff were acts that the individual Defendants were authorized to take as a matter of their employment with the City. Defendants did not investigate or prosecute Plaintiff on false allegations, but rather carefully reviewed and investigated other citizen complaints regarding Plaintiff's violation of the law. As a result, the conduct challenged constituted single acts by the City acting exclusively through its own officers and employees, each of which was acting within the scope of his employment. Such alleged wrongful act falls squarely within the bar on intra-corporate civil conspiracy.

The bar on intra-corporate civil conspiracy prohibits Plaintiff from succeeding on his claim for civil conspiracy against three officers and employees of the City, whose alleged wrongful

actions all fell within the course and scope of their employment with the City. For these reasons, Defendants are entitled to summary judgment.

III. PLAINTIFF'S CLAIMS AGAINST DEFENDANTS FOR CIVIL CONSPIRACY ARE BARRED BY THE SOUTH CAROLINA TORT CLAIMS ACT.

Section 15-78-70(a) of the South Carolina Code (2005) provides “[a]n employee of a governmental entity who commits a tort while acting within the scope of his official duty is not liable therefor except as expressly provided for in subsection (b).” Section 15-78-70(b) provides: “Nothing in this chapter may be construed to give an employee of a governmental entity immunity from suit and liability if it is proved that the employee’s conduct was not within the scope of his official duties or that it constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.” *Id.* Section 15-78-30(i) defines “scope of official duty” as “(1) acting in and about the official business of a governmental entity and (2) performing official duties.”

The Act is intended to cover those actions committed by an employee within the scope of the employee’s official duty. “The provision of [the Act] establishing limitations on and exemptions to the liability of the State, its political subdivisions, and employees, while acting within the scope of official duty, must be liberally construed in favor of limiting the liability of the State.” S.C. Code Ann. § 15-78-20(f) (Supp. 2002); *see also Wade v. Berkeley County*, 330 S.C. 311, 498 S.E.2d 684 (Ct. App. 1998). The South Carolina Supreme Court has stated: “An act is within the scope of a servant’s employment where [it is] *reasonably necessary* to accomplish the purpose of his employment and in furtherance of the master’s business.” *Armstrong v. Food Lion, Inc.*, 371 S.C. 271, 276, 639 S.E.2d 50, 52 (2006) (emphasis added).

In *Flateau v. Harrelson*, 355 S.C. 197, 584 S.E.2d 413 (Ct. App. 2003), the South Carolina Court of Appeals held that the Tort Claims Act applied to bar the plaintiff’s claims against South

Carolina Commission for the Blind employees' alleged wrongful acts. Despite the contentions in the plaintiff's complaint, the court found that the alleged wrongful actions were all within the scope of the defendants' employment. The alleged wrongful actions included that defendants *discussed* certain matters in executive session and *voted* in their capacity as Commissioners to take the purportedly wrongful actions in question. The Court held that although the plaintiff's allegations may have brought the commissioners' acts outside the scope of authority of the Commission, it did not bring the actions outside the scope of their official duty. *See also Crittenden v. Thompson-Walker Co.*, 288 S.C. 112, 341 S.E.2d 385 (Ct. App. 1986) (distinguishing scope of servant's employment from scope of servant's authority and holding acts outside servant's authority are still within his scope of duty if done in furtherance of master's business).

In *Pridgen v. Ward*, 391 S.C. 238, 705 S.E.2d 58 (Ct. App. 2010), however, the South Carolina Court of Appeals held that the Tort Claims Act did not bar the plaintiff's civil conspiracy claim against certain employees of state department of corrections, alleging that they had met, schemed, planned, and conspired and put together an agenda to purposely harm him and cause him to be terminated from his employment. The Court held that there was at least circumstantial evidence in the record to support a finding that the employees acted outside the scope of their employment and with the intent to harm the plaintiff. The Court pointed to evidence that the employees' *deviation from custom* in failing to give notice to the plaintiff of a prison shakedown, the plaintiff's refusal to comply with a particular defendant's request that he provide false information about his supervisor, and the plaintiff's poor relationships with the defendants and their subsequent meetings regarding plaintiff. The Court found that the facts indicated the defendants had personal motives for harming the plaintiff and their conduct in firing the plaintiff was not necessary to accomplish the purpose of their employment.

This case is factually distinguishable from *Pridgen v. Ward*, and therefore should be dismissed pursuant to *Flateau*. The allegations asserted by Plaintiff in this case include that Defendants allegedly conspired against him by enforcing the zoning and other city ordinances against him. Unlike in *Pridgen*, such actions as investigating violations of the law and prosecuting actual violations were appropriate and necessary to accomplish the purpose of Defendants' employment by City. Additionally, in this case Plaintiff has failed to come forward with any evidence that Defendants were motivated by personal reasons to harm Plaintiff. Rather, the evidence shows that Defendants responded to citizen complaints against Plaintiff by timely investigating the allegations, issuing written notifications of violations, and enforcing ordinances. Defendants' conduct was proper considering Plaintiff's admission that ordinances were in fact violated.

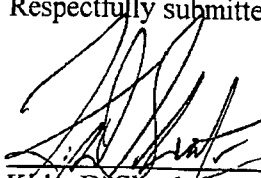
Defendants' actions in this case were reasonably necessary to accomplish the purpose of Defendants' employment for the City. The actions were wholly in furtherance of the City's business and taken within the course and scope of Defendants' official duties. No argument can be made by Plaintiff that Defendants had anything to gain by "selectively enforcing" the ordinances against Plaintiff, because Defendants had no personal stake in such enforcement, particularly where ordinances were admittedly broken. Plaintiff has failed to come forward with any factual evidence to substantiate his allegations that Defendants' actions were motivated by personal reasons or were "wholly disconnected" from the City's business.

CONCLUSION

For the reasons stated above, Defendants respectfully request that this Court grant summary judgment in their favor and dismiss Plaintiff's cause of action for civil conspiracy.

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Respectfully submitted:



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December 26, 2013.

Transcript of the Testimony of **FRANK HAYNIE**

Date: September 16, 2013



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1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2)
3 COUNTY OF RICHLAND) C/A #: 2013-CP-40-7392
4)
5 Frank "Doc" Haynie,)
6)
7 Plaintiff,)
8)
9 v.)
10)
11 The City of Forest Acres)
12 Mark M. Williams,)
13 Shaun Greenwood &)
14 Clark Frady in their)
15 Individual Capacities,)
16)
17 Defendants.)
18)
19 -----)
20)
21)
22)
23)
24)
25)

DEPOSITION OF

FRANK "DOC" HAYNIE

Monday, September 16, 2013

10:25 a.m. - 4:20 p.m.

The deposition of FRANK "DOC" HAYNIE taken on behalf of the Defendant at the law offices of J. Lewis Cromer, LLC, 1522 Lady Street Columbia, South Carolina, on the 16th day of September, 2013 before Amy G. Byrd, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

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 and Clark Frady
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 Attorney for the City of Forest Acres
 Also Present:
 Shaun Greenwood
 Mark M. Williams

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EXHIBITS

(No Exhibits were Marked for this Deposition)

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby not waived. Signature sheet is attached at page 257.

1 FRANK HAYNIE, having been duly sworn, deposes and
2 testifies as follows:

3 MR. HAYNIE - EXAMINATION BY MR. SHEALY:

4 Q: Mr. Haynie, my name is Kirby Shealy. We met
5 off the record. I'm a lawyer here in Columbia
6 and I represent Mark Williams and Shawn
7 Greenwood and Clark Frady in the lawsuit you
8 brought against them and the City of Forest
9 Acres. And we're here today to take your
10 deposition. I know you've had your deposition
11 taken before. But I'm required by our rules to
12 go over a couple of things with you. I'm going
13 to ask you a series of question, first, just to
14 get to know you a bit. And then move into the
15 allegations of your complaint and the -- and
16 the elements of your claim and the damages
17 you're complaining of as a result. If at any
18 time today I ask you a question that you find
19 to be vague or confusing or if I use words that
20 you don't know or understand, let me know.
21 It's not my intention today to try to confuse
22 you in any way. So, do let me know that and I
23 will do the best I can to try to rephrase my
24 question. If you do have an issue of any kind
25 with something that I ask of you, you need to

1 direct that to me rather than to your lawyer or
2 anyone else. This is sort of my one time to
3 talk to you directly and ask you questions
4 directly rather than having to communicate
5 through Paul or Lewis. So, the other -- the
6 only other thing I need tell you according to
7 our rules is that I don't know how long we'll
8 go, I'll try to move through this as
9 expeditiously as possible. Mr. Cox will have
10 some questions I'm sure. Mr. Porter may have
11 some questions at the end. But if we're going
12 for awhile and you need to take a break for any
13 reason, feel free to do that. But if during
14 that break you discuss the substance of your
15 testimony with your lawyer or with anyone for
16 that matter, I'm allowed to inquire into the
17 substance of the conversation. The rules say
18 you can do that, it's just the privilege is
19 suspended. I need to give you fair warning ---

20 A: All right.

21 Q: --- before we get started.

22 A: Okay.

23 Q: So, anyway, the only other things I would ask
24 of you are if you would provide your answers to
25 my questions both verbally, in other words,

1 yes, no ---

2 A: Right.

3 Q: --- yellow, 1946, whatever the answer happens
4 to be, and at a sufficient volume for our court
5 reporter to take down your answer, that would
6 be great.

7 A: Okay.

8 Q: And also if you will wait until I've finished
9 posing the question to you before providing me
10 with your response, I'll give you the return
11 courtesy of waiting until you've finished
12 answering before I ask you the next question.

13 A: Okay.

14 Q: All right. Is all that clear to you?

15 A: (Nods head affirmatively.)

16 Q: Great. Now, if you can provide your answers
17 verbally.

18 A: I screwed up right to start with. Yes. It's
19 clear.

20 Q: Okay. And thank you. And everyone gives non-
21 verbal responses from time to time. I will
22 prompt you to give a verbal response if I think
23 about it.

24 A: I told her she can kick me.

25 Q: Okay. All right. And are you under the

1 influence of any drugs, medications or anything
2 that would impair your ability to think or
3 understand my questions or to provide truthful
4 testimony here today?

5 A: No.

6 Q: All right. Mr. Haynie, can you state your full
7 name for the record?

8 A: Frank Marion Haynie, Jr.

9 Q: And you go by Doc?

10 A: Doc.

11 Q: How long have you been known as Doc?

12 A: Doc for 35, 40 years.

13 Q: Now, do you have any medical training or what
14 gave rise to being called Doc?

15 A: I have a part time gynecology practice.

16 Q: All right. I will leave that one alone.

17 A: Okay.

18 Q: And so I will refer to you as Mr. Haynie in
19 this deposition, but where do you live?

20 A: 1469 Florawood Drive, Columbia.

21 Q: How long have you lived at that address?

22 A: About 20 -- 20 years. Maybe 30 years.

23 Q: All right. Who lives with you at that address?

24 A: My wife, Wylie, my daughter, Sky, and my two
25 grandkids.

1 Q: And how old are your grandchildren?

2 A: Nine and 10, no, 10 and 11 now, they just had
3 birthdays.

4 Q: Okay. And I know that you have a construction
5 business, correct?

6 A: Yes.

7 Q: You've been in the construction industry for
8 some 40 years ---

9 A: Yes.

10 Q: --- is that right?

11 A: Yes.

12 Q: All right. Do you do anything else to produce
13 income other than your construction business?

14 A: No, not anymore.

15 Q: All right. How about your wife?

16 A: She is a manager for SCE&G.

17 Q: How long has she done that?

18 A: Almost 40 years.

19 Q: A manager, does she work at the big office
20 across the river?

21 A: Yeah, across the river.

22 Q: Okay. And what area does she work in?

23 A: Right now she is the -- heads up all the
24 business offices. She runs all their -- and
25 she has a big chunk of the customer service

1 operations.

2 Q: And Sky Haynie, your daughter ---

3 A: She's a firefighter.

4 Q: All right. She does that full time?

5 A: Yeah, well, that's a full time job, yeah.

6 Q: And she works for Richland County?

7 A: Well, City of Columbia.

8 Q: Okay. And how long has she done that?

9 A: For -- since -- let's see. Seven years. Can't
10 do the math. Six years.

11 Q: Other than those family members that reside in
12 your household, do you have any other relatives
13 with last names other than Haynie that live in
14 Richland County?

15 A: Other relatives? No.

16 Q: All right. Has Sky ever been married before?

17 A: No.

18 Q: Okay. Have you ever been married before?

19 A: Yes, I had a previous engagement that didn't
20 work out too good.

21 Q: All right. And does your ex-wife, does she
22 live in Richland County?

23 A: No, she's in Montgomery, Alabama.

24 Q: Where are you from originally?

25 A: I was born in Carrollton, Georgia. I was just

1 there long enough to get a cup of coffee and
2 leave.

3 Q: Where did you grow up?

4 A: All over the world.

5 Q: And how long have you lived in Richland County?

6 A: Since 1972.

7 Q: You did not go to school in Richland County,
8 correct?

9 A: No, correct. Yes, I did not go to school.

10 Q: And did your wife grow up in Richland County?

11 A: Yes, she went to Columbia College, I mean
12 Columbia High School. She's a born and bred
13 Columbia girl.

14 Q: What was her maiden name?

15 A: Sox.

16 Q: S-O-X?

17 A: S-O-X, yeah.

18 Q: Okay. And does she have relatives that live in
19 Richland County?

20 A: Not that -- well, no, I think they're all
21 across the river.

22 Q: Okay. Now, has your construction company
23 always been known as Doc Wilde Construction?

24 A: Since 1979.

25 Q: And before that?

1 A: It was Francis Marion Builders, Inc.

2 Q: Did you serve in the military?

3 A: No.

4 Q: And how far did you go in school?

5 A: I got a degree from Georgia Tech.

6 Q: All right. And what was that degree in?

7 A: Industrial Engineering.

8 Q: Okay.

9 A: I've got some side education degrees with the
10 Georgia Police Academy.

11 Q: Okay.

12 A: I graduated from there.

13 Q: Okay.

14 A: And I took some courses in Charlotte in real
15 estate and real estate law.

16 Q: When did you get your degree from Georgia Tech?

17 A: 1969.

18 Q: And any -- I mean you mentioned some of this
19 other side education that you had, but did you
20 ever pursue any post-graduate training toward
21 a masters?

22 A: I briefly took a shot at a masters degree, that
23 was probably 15 years ago, but it didn't -- the
24 opportunity went away and therefore there was
25 no point in getting it.

1 Q: Okay.

2 A: Contractors don't need an education.

3 Q: What did -- when you say the opportunity went
4 away, what happened?

5 A: I was looking at the possibility of teaching
6 school and they seemed to think that I didn't
7 have enough math in my degree. They were
8 looking for male math and science teachers.

9 Q: Who is they?

10 A: Richland County.

11 Q: Richland School District One or Two?

12 A: Yeah, yeah.

13 Q: Which one?

14 A: Richland One.

15 Q: Okay.

16 A: And kids are something, you know, I'm good at
17 doing kids. I'm -- so it was of interest and
18 I acquired over here of USC and they -- when I
19 figured out that they didn't know what they
20 were doing, I just said to hell with it.

21 Q: And when you say they didn't know what they
22 were doing, who are you referring to?

23 A: Well, the people who run Richland One as far as
24 -- because what -- what I did, was I went down
25 there and just -- just because I was in

1 business, I went down and took the teachers
2 exam, just to see what it was like. Well, I
3 passed the thing. And then so theoretically,
4 I should have been hireable that minute. Well,
5 they didn't understand that mechanical
6 engineering and thermal dynamics and electrical
7 engineering were all math courses. Math that
8 you would never see in high school. And they
9 wanted me to have more math, okay, and it was
10 just -- it was stupid.

11 Q: Okay. So, you didn't -- did you ever enroll in
12 any courses at South Carolina?

13 A: Yeah, I was -- I took one course and I can't
14 remember, it was -- actually, I took a computer
15 course and a math course and enjoyed it, but
16 that's as far as I went.

17 Q: All right. But did you pass those courses?

18 A: Yeah.

19 Q: Okay. And then -- but then abandoned this?

20 A: Just abandoned it.

21 Q: All right.

22 A: Yeah.

23 Q: Okay. So aside from the Police Academy in
24 Georgia and the training that you mentioned in
25 Charlotte, I think you said.

1 A: Yeah.

2 Q: Have you had any other training other than the
3 two courses at South Carolina since you left
4 Georgia Tech?

5 A: No, that's it.

6 Q: All right. You -- you're not a licensed
7 professional engineer, correct?

8 A: No.

9 Q: Never have been?

10 A: Never have been.

11 Q: All right. Did you ever attempt to become
12 licensed?

13 A: It was -- it was a bad decision, but I didn't
14 see any purpose to it.

15 Q: Okay. And you have a South Carolina General
16 Contractor's License?

17 A: I was -- I had one -- I have probably the
18 oldest one.

19 Q: Okay.

20 A: Because I was in the very first group that was
21 licensed with the new law.

22 Q: And have you had any other licenses issued by
23 any other governmental authority in South
24 Carolina?

25 A: In South Carolina I had a real estate broker's

1 license.

2 Q: All right.

3 A: I don't think there were any other.

4 Q: Over what period of time ---

5 A: Oh, well, wait. The state of South Carolina.

6 I was also a licensed security's dealer.

7 Q: Okay. And over what period of time did you
8 have a real estate broker's license?

9 A: When I first came to Columbia I was a -- I had
10 a broker's license in North Carolina and when
11 I came here in '72, I moved my broker's license
12 and then I went to work with Joe Jenkins Real
13 Estate, so I had a -- you've got a broker's
14 license and then you've got a salesman's
15 license. I got a sales mans license also.
16 That was in '72, I think.

17 Q: And then -- let's go off the record for a
18 second. (Mr. Mark Williams entered the room at
19 this time).

20 (Off the Record from 10:39 a.m. until 10:40 p.m.)

21 Q: All right. We are back on. And you said you
22 had a securities -- a license ---

23 A: Yes.

24 Q: --- to deal in securities?

25 A: Yes. And that was a -- I that was a -- I think

1 that had some sort of license, and maybe that
2 wasn't a license in South Carolina. I'm not
3 sure.

4 Q: Okay. Like a series seven or one of those?

5 A: I had them all. A series seven, I had
6 everything.

7 Q: And you -- so you worked for Dean Whitter for
8 a period of time?

9 A: Yeah.

10 Q: Over what period of time?

11 A: From -- I was -- I had an accident, I was in a
12 wheelchair, couldn't be a contractor so I
13 needed a sitting down job so I went from '70 --
14 when was the -- from '81 to about '86 or
15 something like that.

16 Q: Okay. All right. I misunderstood something
17 you said earlier though. So there was a period
18 of time over this -- of your working career
19 where you could not work in the construction
20 industry?

21 A: Yes.

22 Q: Was your business still going though?

23 A: Yeah. It -- I maintained my licenses, but you
24 can't -- a wheelchair makes it very difficult
25 to visit job sites.

1 Q: Right. But I mean did you still have business
2 going at that time?

3 A: It was little stuff, yeah.

4 Q: Okay. Did you have employees at that time?

5 A: No.

6 Q: All right. So, what kind of accident were you
7 involved in?

8 A: I fell off of a roof and almost lost my leg.

9 Q: Have a spinal injury?

10 A: No, but have you ever seen Deliverance, Burt
11 Reynolds?

12 Q: Yes.

13 A: That leg? That was my leg.

14 Q: Okay.

15 A: My knee was right here and the bone was like
16 that. So I came that close to losing it.

17 Q: All right. So you had some kind of compound
18 fracture of your femur?

19 A: Yeah.

20 Q: All right. So you made a recovery from that
21 after a number of years?

22 A: Yeah.

23 Q: To the point that you were able to return full
24 time to the construction industry?

25 A: Yeah, I can run and jump.

1 Q: All right. So you worked for Dean Whitter as
2 some sort of stock broker?

3 A: Stock broker, yeah.

4 Q: All right. Any other job -- other sort of jobs
5 that you've held over the course of your career
6 where there was an interruption or in addition
7 to your construction business?

8 A: In addition to my construction, I was an
9 investment advisor for a few people for quite
10 awhile. I was a bond trading advisor to some
11 people in Chicago. And I did people's taxes.

12 Q: Okay. And did you conduct those activities
13 under a particular business format or as a sole
14 proprietor?

15 A: Sole proprietor.

16 Q: Okay. And over what period of time did you do
17 those things?

18 A: From '88 to probably -- well, they're all kind
19 of grey -- so 2002 to 2003 ---

20 Q: All right.

21 A: --- something like that.

22 Q: All right.

23 A: And some I still do. Colie Brown, I still help
24 him with his investments and a couple people,
25 I still do their taxes.

1 Q: Do you, in terms of helping people with their
2 investments, do you still maintain some type --
3 -

4 A: No.

5 Q: --- of licensing?

6 A: No, I don't do that. I gave that up -- I had
7 another accident and I gave up all that stuff.

8 Q: All right. Tell me about that.

9 A: I fell -- fell again.

10 Q: All right.

11 A: This time I fell on my head. And I won't bore
12 you with details, but I was resuscitated, it
13 cost \$200,000 dollars to put me back together
14 again. I had a head injury and I've got memory
15 issues.

16 Q: When did that accident occur?

17 A: Oh, five -- '05.

18 Q: 2005?

19 A: Yeah.

20 Q: And you fell while working?

21 A: Yeah.

22 Q: And as a result of that you gave up the
23 securities license that you had?

24 A: Yeah, because what I did requires that you
25 remember every detail that happens the day

1 before and I couldn't do that anymore.

2 Q: Okay. And so over what period of time were you
3 incapacitated?

4 A: For, it was about a six month period from
5 November of '05 to the middle of '06 where I
6 wasn't -- I was only actually incapacitated --
7 I got out of intensive care, got out of the
8 hospital, but I went back to work within a
9 couple of months later because I had a shoulder
10 that was broken, but I could work. Problem is,
11 I don't remember it. I finished a big mansion
12 behind McEntire, a 200 year old renovation and
13 it turned out fantastic, but I wanted to do it.

14 Q: Okay. What was that, the Kensington? Did you
15 work at ---

16 A: It was -- it was the Quattlebaum place.

17 Q: If you don't remember, it's not a problem.

18 A: Okay.

19 Q: All right. But you still today, despite not
20 having a license, you still do some investment
21 advising?

22 A: Yeah, just talking to people. Just, you know,
23 hey, what do you think, you know and I tell
24 them what I think.

25 Q: All right. But you haven't charged anybody ---

1 A: No. I don't charge anybody.

2 Q: Well, let me make sure I finish that thought.

3 A: Okay.

4 Q: You haven't charged anybody for investment
5 advice since you gave up your license?

6 A: Right.

7 Q: Don't believe so?

8 A: Right.

9 Q: Okay. Now, but you still help people with
10 bookkeeping or taxes?

11 A: Yeah. Some. I don't mean to be stupid, I just
12 can't remember.

13 Q: All right. Now, you have a business license?

14 A: Yeah.

15 Q: And issued by whom?

16 A: Well I've got -- with the LLR, I've got a
17 license contractor. Right now, I've got one
18 with the City of Forest Acres. I've got one
19 with the City of Columbia for being a
20 contractor.

21 Q: Right. Okay. So that's what I was asking you
22 ---

23 A: All right.

24 Q: So you have business licenses issued by the
25 City of Forest Acres and the City of Columbia?

1 A: Yeah.

2 Q: Is the work that you do with Doc Wilde
3 Construction, is that confined primarily to
4 work inside the City of Forest Acres and City
5 of Columbia?

6 A: It used to be. It's not much of anything
7 anymore. I'm effectively out of business.

8 Q: How long has that been the case?

9 A: Ever since this happened.

10 Q: When you say this ---

11 A: When Forest Acres put me out of business.

12 Q: Okay. All right. We'll talk about that in a
13 little bit later. How long have you
14 effectively been out of business?

15 A: Three years.

16 Q: / So what have you done to generate income during
17 that period of time?

18 A: I had to take a job in Charlotte, North
19 Carolina. I did a job in Charlotte, North
20 Carolina. And this was last year. I have done
21 nothing, I mean, I haven't made money. I'm
22 broke.

23 Q: Okay. So, you haven't had any work in 2013?

24 A: No. Right now I'm working on renovating a
25 house that I -- that we own, okay.

1 Q: And which house is that?

2 A: 1325 Brentwood Drive.

3 Q: All right. Now you've undertaken that project
4 for yourself, correct?

5 A: This is the one that this started on. It's the
6 same project. We failed to get Richland One --
7 we lost the suit to Richland One School
8 District because they flooded the property and
9 now my only defense is to bring this house up
10 to a standard where I can sell it.

11 Q: Okay. All right. I'm going to ask you about
12 that in a little bit too. But I need to get
13 back to -- what I'm trying to pinpoint is --
14 all right. In 2013, have you preformed any
15 work that has generated any income?

16 A: No.

17 Q: All right. In 2012 did you perform any work
18 that ---

19 A: I did one job.

20 Q: Let me make sure I articulate ---

21 MR. PORTER: Let him finish his question.

22 A: Okay.

23 MR. PORTER: Do your best to do that because it's
24 going to hurt the record.

25 A: Okay.

1 Q: All right. In 2012, did you preform any work
2 that generated any income?

3 A: Yes.

4 Q: And what was that?

5 A: The work for River Scarborough and his daughter
6 in Charlotte.

7 Q: And you were doing that as Doc Wilde
8 Construction?

9 A: Yeah. And his friend.

10 Q: Okay.

11 A: We got permits.

12 Q: Okay. And you did this work in Charlotte?

13 A: Charlotte. Some of the work was over on Casey
14 Court here in Columbia.

15 Q: Okay. What was the scope of the work that you
16 did in 2012 for River Scarborough?

17 A: A big deck. It was a \$35,000 dollar deck in
18 Charlotte. And then there was about probably
19 about \$10,000 dollars worth of renovations to
20 do at his house here in Columbia.

21 Q: And how much income did that generate for you
22 doing those two projects?

23 A: Eight or nine thousand dollars.

24 Q: All right. And you preformed no other income
25 generating work in 2012 other than what you

1 just described?

2 A: I did a little job -- it was in Forest Acres.

3 Q: Okay.

4 A: But it wasn't anything of any consequence.

5 I've been doing just little stupid stuff.

6 Stuff that doesn't make any money, you know.

7 Stuff that -- I'm 67 years -- 66 years old.

8 And I hurt. Me doing the hammering and sawing
9 is difficult, but I've been doing it.

10 Q: Okay. All right. Well ---

11 A: I'm sorry, but I can't remember all the little
12 jobs I did. I get to -- that's where my memory
13 becomes a problem.

14 Q: Okay. So you did some other little jobs. Did
15 those little jobs produce revenue? Produce
16 income?

17 A: A little tiny bit.

18 Q: Okay.

19 A: I mean, you know ---

20 Q: How much income do you believe that you
21 generated from those little jobs in 2012?

22 A: I would say that my total income last year was
23 less than \$10,000.

24 Q: Okay. So eight or nine of that was the work --

25 -

1 A: Yeah.

2 Q: --- you did for Richard Scarborough?

3 A: Yeah.

4 Q: And just a few hundred more dollars ---

5 A: Right.

6 Q: --- on these other jobs?

7 A: Yeah.

8 Q: Is that correct?

9 A: Yeah.

10 Q: How about in 2011?

11 A: 2011? In 2011, I did a house -- for Chris
12 Weston. That was about a \$35,000 job. That
13 was ---

14 Q: A renovation?

15 A: A renovation -- well, we built a sunroom, and
16 a deck. It was a big project.

17 Q: Okay. Mr. Chris Weston is married to Ann
18 Weston?

19 A: Yeah.

20 Q: Okay.

21 A: And when that job -- usually when I get a job,
22 okay, I will -- I've never had any trouble. I
23 go from one job to the next, okay, but at the
24 end of that job, it was over. I had nothing.
25 It was nothing. I had a job going to build for

1 Eddie Richmond and Lisa to build and it was in
2 Forest Acres, but I couldn't take that job, so
3 we were finished. I had to lay everybody off.
4 Everybody went home. The crew disbanded. And
5 we were out of business.

6 Q: Okay. So, but you did the job for Chris Weston
7 in 2011?

8 A: The first part of 2011.

9 Q: All right. And did you have any other jobs
10 going while you were doing Chris Weston's job?

11 A: No.

12 Q: And was it an addition to his house?

13 A: Yeah, I can give you pictures of it if you
14 want.

15 Q: And does Chris live in Forest Acres?

16 A: No, he's over on Woodlawn.

17 Q: Okay. So the next job you had lined up after
18 Chris' and you expected to -- you were
19 expecting to take on that job after you
20 finished Chris Weston's job was for Dr.
21 Richmond?

22 A: Yeah.

23 Q: And what was the scope of that job?

24 A: It was a beauty parlor. She was moving from
25 her location up at the top of Forest Drive down

1 to right behind the mall.

2 Q: All right. So was it an upfit? Is that what
3 you were doing?

4 A: Yeah. It was a little house and it was a major
5 job. It was about -- we estimated it was about
6 -- it turned out it was an \$80,000 job.

7 Q: Okay. And what was it that prevented you from
8 following through? From being able to do it?

9 A: Because it was the exact same time we became --
10 because of Clark Frady, it was very clear that
11 they weren't going to let me do any business in
12 Forest Acres.

13 Q: All right. How? I mean how did that become
14 clear to you? I just want to make sure I
15 understand this.

16 A: It was -- if you do -- if I made a move, Clark
17 Frady was there to stop me. To cite me or to
18 stop me. Okay. He -- we -- over on Covenant
19 Road, when we had stuff to do, he stopped us
20 over there. We had a major war going on with
21 Clark Frady and Shaun Greenwood.

22 Q: All right. Now, but, okay. How did it -- how
23 precisely were you prevented from getting
24 started?

25 A: Stop work orders. Every time you turned around

1 you got a stop work order.

2 Q: Okay.

3 A: He put a stop work order on everything I had.

4 Q: Well, what I'm -- you can't put a stop work
5 order on something you haven't started though,
6 correct?

7 A: These jobs were started. The Covenant Road, we
8 were over there working.

9 Q: No, I'm -- but I'm just focused right now on
10 how you were prevented ---

11 A: Well I ---

12 Q: Hold on now.

13 A: Okay. I'm sorry.

14 Q: I'm focused on right now how you were prevented
15 from starting on the work for Dr. Richmond and
16 is this his wife?

17 A: Yeah. It was -- well, it's not his wife. Lisa
18 lives with him.

19 Q: Okay. All right. How was it that you were
20 prevented from -- and this is Lisa Graham, is
21 that right?

22 A: Yeah.

23 Q: Okay. How were you prevented from taking on
24 that job?

25 A: Okay. Lisa Graham and Eddie Richmond are very

1 good friends.

2 Q: Okay.

3 A: I do all of their work. I did the farm house,
4 I did their house. I do everything that comes
5 down the pipe I do for them. Okay. When this
6 was all happening, I was over there doing some
7 little stuff over at their house and they were
8 hearing about all these problems I had.

9 Q: From whom?

10 A: From me.

11 Q: Okay.

12 A: Okay.

13 Q: You were telling them?

14 A: Yeah, I was telling them -- as a matter of
15 fact, they got Eddie to call the mayor to find
16 out why I was having these problems. Okay.

17 Q: Okay.

18 A: And we're sitting in the room -- and Lisa
19 worries about everything and she's doing this
20 little job, it's got a handicapped bathroom
21 because there's a bathroom that's too small to
22 be a handicapped bathroom. And she is a penny
23 pincher. I mean she can't -- she's anal. And
24 she sees that she's going to have a problem if
25 I'm the contractor. She'll be inheriting my

1 problems on her job.

2 Q: All right. So let me make sure I understand
3 you. All right. The upfits ---

4 A: Right.

5 Q: --- she knew that she was going to have to, as
6 part of the upfits she knew that she was going
7 to have to make a bathroom ADA compliant?

8 A: Under normal circumstances, there would be no
9 -- we had already drawn the plans. If it had
10 been the City of Columbia, it wouldn't have
11 been a problem. Okay. Because when a bathroom
12 is constrained by existing walls, the building
13 officials are allowed to make allowances
14 because you can't move walls. Well, under
15 these circumstances, it wouldn't happen.

16 Q: And did you tell her that it wouldn't happen or
17 were you told it wouldn't happen? I mean, how
18 did ---

19 A: I knew it wouldn't happen because he -- he
20 already had presented himself as being opposed
21 to everything I did.

22 Q: Okay. So you reached the conclusion that you
23 were not going to be able to do this job?

24 A: Well, no. What we did was, is that she decided
25 she really didn't want -- she didn't want to

1 risk having the wrath of Clark Frady come down
2 and stop them because it would cost a boat load
3 of money. Okay. So she asked me what to do.
4 And I said well, if it were me, I probably
5 wouldn't do it either. Okay. But, I referred
6 her to a good friend, Scott Folker. He took
7 the job. He did it. And for the duration of
8 the job, I wasn't allowed to go over there
9 because we knew that if I became associated
10 with it, it would sour the job.

11 Q: Okay. Had you -- had you entered into a
12 contract with Dr. Richmond?

13 A: I had ---

14 MR. PORTER: Let him finish the question. Go ahead.

15 A: Sorry.

16 Q: Okay. Had you entered into any kind of a
17 contract with Dr. Richmond and/or Ms. Graham to
18 perform this up fit?

19 MR. PORTER: Object to the form. You can answer.

20 A: I did all the drawings for it. We never had a
21 contract.

22 Q: Okay.

23 A: I didn't do things with contracts. I would
24 just do the work.

25 Q: All right. But so, did you -- were you paid to

1 do the drawings?

2 A: No, because the job never happened. I would
3 have been paid.

4 Q: All right.

5 A: But it never -- we never -- we graduated from
6 I was doing the work to someone else was doing
7 the work.

8 Q: All right.

9 A: She used my drawings. But they're friends, you
10 know, I don't charge for every time I issue a
11 statement.

12 Q: Had you specked out or estimated what the cost
13 of this job would be?

14 A: Yeah.

15 Q: How much did you estimate it to be?

16 A: We guessed -- estimated it to be about 60, when
17 I was doing it, it was about \$60,000 dollars.

18 Q: And you talked to Ms. Graham about that?

19 A: Yeah.

20 Q: Where work permits -- did you pull any work
21 permits for ---

22 A: No.

23 Q: --- the job?

24 A: No.

25 Q: No?

1 A: Wasn't allowed.

2 Q: Never did that.

3 A: Was never allowed. That would be stupid.

4 Q: Well, when you say you weren't allowed, I mean,
5 did you attempt to do it and you were stopped?

6 A: It would be stupid if I did it.

7 Q: All right. You just -- and you made that
8 decision your self that it wasn't ---

9 A: She made that decision.

10 Q: --- going to happen?

11 Q: I was not going to be the contractor and I was
12 to stay out of it.

13 Q: All right. And she made that decision because
14 of what you said to her about the problems you
15 were having in Forest Acres?

16 A: Well, they ---

17 MR. PORTER: Object to the form. You may answer.

18 A: They heard all of the things that were going
19 on. I asked -- Eddie Richmond was in business
20 with Mayor Brunson's daddy, okay, so Mayor
21 Brunson knows Eddie. I was explaining to Eddie
22 what was going on. I wanted Eddie to call
23 Brunson and find out why I had this problem and
24 he did.

25 Q: Okay.

1 A: And it was clear, I had a problem. And it was
2 also clear that maybe I shouldn't do this job
3 because it would be a problem. It would just
4 be a disaster.

5 Q: Okay. But that's -- but ultimately -- what I'm
6 trying to figure out is, you told either Dr.
7 Richmond and/or Ms. Graham about problems you
8 were having with Forest Acres, correct?

9 A: They were in the room when I was talking to
10 people. It was like -- I was sitting at their
11 dining room table. I also called councilwoman
12 Dukes and Mayor Pro Tem, what's his name over
13 there? He's a councilman now. Kurt Riley.
14 You know. You know, I didn't know what was
15 going on. But I knew I was out of business.

16 Q: Okay.

17 A: Because I was public enemy number one.

18 Q: All right. So you were having these
19 conversations on the telephone while you were
20 in Dr. Richmond's house?

21 A: A couple of them, yeah. Because -- but I was
22 explaining to him too, you know. Because if
23 I'm going to ask him to find out what my
24 problem is, he kind of needs to know why I need
25 to know. So I explained it to him.

1 Q: Okay.

2 A: And he took a shot at it. So they came to know
3 that I had a bunch of problems. Actually, I
4 didn't have a problem but Frady did.

5 Q: All right. But this was the point, from your
6 perspective, where in your words Forest Acres
7 put you out of business?

8 A: Yeah. Because there was two other jobs that we
9 just -- that we decided it would be best if I
10 just didn't take them.

11 Q: And the two other jobs, what were those?

12 A: One of them was a remodel job over -- I've got
13 their names. There were two people that I was
14 bidding jobs, doing drawings and bidding jobs
15 and I just decided that it just wasn't a good
16 idea for me to be the contractor in Forest
17 Acres.

18 Q: But you can't remember the names of the
19 clients?

20 A: I can get them for you, yeah. One of them was
21 a -- my grandson is in scouts and he was in the
22 scouts with my grandson. He's got a
23 landscaping business. I just can't remember.
24 I can't pull it off the top of my head right
25 now.

1 Q: Okay. And then the other you don't remember?

2 A: Well, I can picture him, but I just can't
3 remember names. I just -- I'm sorry.

4 Q: Okay. All right. So, any other work that you
5 preformed -- and we started down this road
6 because I was asking you about sort of the work
7 that you preformed to generate income and this
8 is what you've -- what we've been talking about
9 what happened in 2011. You indicated that you
10 preformed a job for Chris Weston.

11 A: Yeah.

12 Q: All right. Any other jobs that you preformed
13 in 2011?

14 A: I don't remember. I just -- my memory is not
15 that detailed. Like I said, there's probably
16 little stuff, but no -- nothing big. Nothing
17 -- not the kind of stuff I do in the course of
18 my business. I usually do big stuff.

19 Q: How much income did Chris Weston's job generate
20 for you?

21 A: I actually lost money on that.

22 Q: Why did you lose money?

23 A: It -- Chris is a friend and he likes to add
24 stuff on and as a friend, I do stuff and it
25 didn't work out that good.

1 Q: Okay. I mean, you didn't charge him enough for
2 the addition?

3 A: Well, he made me whole, okay, but this, you
4 know. When I get on a job, when I bid a job,
5 it never stays that. Okay. It always, you
6 know, we call it scope creep. Things just --
7 they see I can do this, well how about doing
8 this. Okay. And that's the way -- well, I'm
9 not -- I'm a bad business man. I don't come to
10 them every week with a change order and say
11 hey, you owe me this. I just keep doing it.
12 And he's a friend and it didn't work out that
13 good. It was less than profitable.

14 Q: Okay. All right. So you lost money in your
15 business operations in 2011?

16 A: Yeah.

17 Q: How about 2010?

18 A: 2010 -- I know I lost money for the year. I
19 cannot recount the jobs, but we did work in
20 2010. I'm not sure -- I can't remember.

21 Q: Now, the business profit that you had in 2010,
22 to what do you attribute those?

23 A: Well, business slowed down also. I mean,
24 there's contributing factors. I mean, it's a
25 -- but -- you know, I had a crew in 2010 and we

1 were working -- oh, we did -- the theater. We
2 did the theater. The Town Theater downtown.
3 That's what we were working on.

4 Q: Town Theater? The one on Sumter Street?

5 A: Yeah. There's two of them. The one that --
6 it's the one that fronts on Gervais Street.

7 Q: The Workshop Theater.

8 A: The Workshop Theater. They did a thing over
9 there by -- off of Elmwood.

10 Q: Right.

11 A: That was a big job.

12 Q: Okay.

13 A: We made money on that one.

14 Q: Okay. Any others that you can recall that
15 year?

16 A: I built -- okay. I built a -- a shop, a
17 storage building for Bill Schmidt. I built ---

18 Q: Did you make money on that job?

19 A: Yeah. In 2010 I was working. I can't -- I
20 can't remember. The theater, the shop, for the
21 school. We did for the school ---

22 Q: The school?

23 A: Yeah, we did the baseball -- the seating for
24 the school.

25 Q: What school?

1 A: A.C. Flora. I did, you know -- you know all
2 that -- all the baseball complexes down there?
3 I did a large portion of the work down there,
4 okay?

5 Q: Okay. You contacted with Richland One?

6 A: Andy Hackett and the Boosters Club. They
7 usually pay for all that stuff.

8 Q: Okay. But you, I guess, for that work had to
9 pull permits from Forest Acres, correct?

10 A: Actually, no, they did all that stuff. I just
11 went down there -- I was -- there's some rules
12 about -- and I don't quite understand it, but
13 the schools, for some reason, doesn't have to
14 do permits.

15 Q: Okay. Well, let me ask you this, when is it
16 that you feel like that you began to have
17 difficulty with Forest Acres that -- that it
18 began impacting ---

19 A: It began ---

20 Q: --- your business?

21 A: It began in '08.

22 Q: All right. What you've described so far, I
23 mean, I understand that you've talked at great
24 length about 2011.

25 A: Uh-huh (affirmative response).

1 Q: I didn't hear you describe any problem that
2 impacted your business or your ability to get
3 new business in 2010 ---

4 A: Well, it ---

5 Q: --- that you attribute to causing ---

6 A: It didn't reach the magnitude that it did in
7 '11, but it started in 08. I mean, and I can't
8 tell you why, but it was very clear that
9 beginning in 08, that I was the source of a
10 problem for them. Okay. Because they were
11 after me. They were just looking to get me.

12 Q: Okay. But now, so, you mentioned -- you
13 indicated with specificity what you thought had
14 occurred in 2011 ---

15 A: Yeah.

16 Q: --- that gave rise to your losing business.
17 What did Forest Acres do in 2010 that had an
18 impact on your ability to get business?

19 A: In 2010, I was relatively free of Forest Acres
20 because I wasn't working in Forest Acres.

21 Q: Okay.

22 A: Okay.

23 Q: All right.

24 A: And I -- what they did in '08, in fact in 2000
25 -- because basically in '08 I had to rent a

1 shop over on Covenant Road as a place to do
2 business because they required it, which I
3 didn't need and that cost me money. Quite a
4 bit of money.

5 Q: All right. Before we get into that, let me ask
6 you about '09. How was -- what kind of jobs do
7 you remember doing in '09?

8 A: I've got a whole list of jobs that were did in
9 '09.

10 Q: All right. Did Forest Acres impact in any way
11 your ability ---

12 A: I wasn't ---

13 Q: --- to get business?

14 A: I'm not -- I'm not certain that I had any
15 Forest Acres jobs in '09. I mean, I -- but '09
16 was a -- I worked, you know.

17 Q: All right. So we've taken care of '09. Now,
18 let's go to '08. Tell me what, in your mind,
19 Forest Acres did that impacted your business or
20 your ability to do business in '08.

21 A: Well, that's when they started harassing me.

22 Q: Okay.

23 A: They ---

24 Q: Who is they?

25 A: They, Shaun Greenwood, Mark Williams and at

1 that time Barry Epps.

2 Q: Okay.

3 A: He was the building inspector.

4 Q: Okay. And just describe generally what they --
5 what was going on in '08?

6 A: Well, I was building a shop that was permitted
7 by Forest Acres. And the first thing they did
8 was when Shaun Greenwood came on the scene was
9 they came out -- I had cleared a spot for the
10 shop. I hadn't done anything because I was
11 doing some work over on Greenwood for Paul
12 Cash. Okay. So they posted a stop work order
13 because I didn't have a permit in the fall of
14 '07. Well, the problem was that I did have a
15 permit. Okay. And when I brought that to
16 their attention, they decided that I needed to
17 renew it, which it wasn't a problem and I
18 renewed the permit and we passed the
19 inspection, but then ---

20 Q: Well now, are you saying that it was improper
21 for them to post a stop work order if the ---

22 A: Everything ---

23 Q: --- permit expired?

24 A: Everything, the way Forest Acres did business
25 changed in '07 and '08.

1 Q: Okay.

2 A: Okay?

3 Q: Yes.

4 A: And in the past, if I had -- I mean, everybody
5 -- I did work for all the councilman, I did
6 work for Lee Holloway. Everyone. I mean, I
7 was best friends with Forest Acres. Okay. And
8 something happened then, I don't know what,
9 that made me the enemy. Okay? And all of the
10 rules changed. Because prior to that, if I had
11 a work -- if a permit -- first off, I rarely
12 renewed a permit. Every now and then I would
13 have a job that would last over a year and
14 Margo would call me and say hey, your permit is
15 expired.

16 Q: Margo Peirce?

17 A: Yeah, Margo Peirce.

18 Q: All right.

19 A: And I would go down and pay the thing and we
20 would, you know, continue on happily ever
21 after. You know, it was -- and it could go two
22 or three years without having to renew. I
23 mean, John Scarborough over on his, we poured
24 the -- we took the permit out and we dug and
25 poured the footing in one year, we poured the

1 slab two years later. Under the same permit.
2 Didn't renew the permit. And then five years
3 later we framed the building up.

4 Q: Okay.

5 A: That was when Donnie Shields was the building
6 inspector.

7 Q: Now, are you -- let me ask you this, are you
8 saying that the rules changed in that the --
9 the enforcement began to be more ---

10 A: Became very -- actually it became very skewed
11 and actually different. They just did it
12 different.

13 Q: All right. Let me get specific about that.
14 Are you saying that the time line, the time
15 that a permit would be effective had changed?

16 A: By the rules, no. But the way that Forest
17 Acres did it, yes.

18 Q: Okay.

19 A: Because John Scarborough's permit went over --
20 spread over seven years.

21 Q: All right. So the ordinances on the books had
22 always said that a permit had a particular life
23 to it, correct?

24 A: Actually -- in the building code, you get a
25 permit and it says -- now, the '09 codes says

1 that you renew every six months. Okay. And
2 you can do that indefinitely. Okay. And I'm
3 sure in '03 it said the same thing, but they
4 just didn't apply it. I mean they just ---

5 Q: They were just lax in the way they ---

6 A: It wasn't a problem. You know, their job is to
7 find us doing something wrong. You know, I
8 wasn't doing anything wrong. We just had -- I
9 mean, this was right down the street from
10 Councilwoman Dukes's house. I mean, if it was
11 a problem then councilwoman -- and John
12 Scarborough's house was a problem, because he's
13 got the nastiest yard on the street. And I
14 mean he had a continuous -- they were happy
15 when we went over there and did work because it
16 was going to improve. But we didn't get the
17 problems from the City about oh, you know,
18 you've got to do a new permit, you've got to do
19 this, I mean it was -- it didn't mean -- I
20 mean, you're talking about \$15 dollars. That's
21 all this is. There's no inspections. It's
22 just a \$15 dollar fee. You know. They missed
23 out on what, six \$15 dollar fees.

24 Q: Okay. But so when you say the rules changed,
25 they just began to be more stringent about

1 making you renew permits after they expired, is
2 that correct?

3 MR. PORTER: Object to the form. Answer the
4 question.

5 A: Yes. Because in March of '08. Okay. First,
6 I got this permit for the shop in December of
7 '06 and in December of '07 I renewed it. Okay.
8 In March of '08 I got a letter from Shaun
9 Greenwood that says it's over. No more
10 renewals. We're not going to -- you're not
11 taking out any more permits.

12 Q: Okay.

13 A: And as -- just for example, when I first met
14 Shaun Greenwood, when we had this -- when they
15 said I needed to renew this permit, I go in and
16 I talk to them. That's when I met Shaun for
17 the first time and I met Barry Epps for the
18 first time. We had a casual conversation in
19 that room and Shaun told me that it was a city
20 ordinance against parking on the grass and I
21 should be careful because there were students
22 parking their cars in the yard. And I told him
23 that he should be careful because those people
24 that he was getting ready to piss off were all
25 of the important people in Forest Acres.

1 Because it was doctors and attorneys that had
2 their kids who were paying for parking all
3 around. And A.C. Flora was a mess so they had
4 to pay for parking. And I just -- I just
5 thought I was giving him help. I said maybe
6 you should rethink ticketing all the people
7 parking on the grass because you just might
8 make more enemies than you want. Well, what he
9 did was he went and wrote a bunch of tickets
10 and then he came over to our house and now
11 there's -- at any given time of the day,
12 there's 25 cars parked around the neighborhood.
13 He ticketed two, the ones on Brentwood.

14 Q: All right. Thank you for that. I'm trying to
15 keep on one topic at a time.

16 A: Uh-huh (affirmative response).

17 Q: All right. Going back to the building permit
18 that you said was the start of the problems
19 that began in 2008. This was a building permit
20 for a shed you were building at your house,
21 correct?

22 A: On Brentwood. Over on Brentwood.

23 Q: All right. And you got a stop work order
24 because the building -- because the permit had
25 expired? Is that what happened?

1 A: That was the first time I ever heard from them.
2 That was in late '07.

3 Q: Okay. Had the permit expired?

4 A: By three days, yeah.

5 Q: Okay. And was it your understanding as a
6 general contractor that you weren't supposed to
7 do work if the ---

8 A: No.

9 Q: --- the permit had ---

10 A: No.

11 Q: Let me finish the question.

12 A: Okay.

13 Q: That you weren't supposed to continue working
14 on a job if the permit had expired?

15 A: No. Never had it happen before.

16 Q: All right. Just because you hadn't ever had
17 that happen before doesn't necessarily answer
18 the question. Was it your understanding, as a
19 general contractor, that you could continue
20 working on a job after a work permit had
21 expired?

22 A: Yes. Because it didn't actually expire.

23 Q: Well ---

24 A: The standard operating procedure was you called
25 Margo and you paid the \$15 dollars and you were

1 good to go for another year.

2 Q: Right. But you paid another \$15 dollars
3 because it had expired.

4 A: She would call and she would remind you that it
5 had expired ---

6 Q: Sure.

7 A: --- and I would go and pay for it. And they
8 were reminding me that it expired and I went
9 and paid for it.

10 Q: Okay. But -- so when you said it hadn't really
11 expired, that's not really true, is it? It had
12 expired.

13 MR. PORTER: Object to the form. You can answer.

14 A: Again, yes, I guess it did.

15 Q: Yeah, because you had to pay another fee.

16 A: Yeah.

17 Q: You wouldn't have to pay another fee if ---

18 A: Okay.

19 Q: --- it didn't expire, right?

20 A: Yeah.

21 Q: Okay. So the work permit that you took out in
22 2007 did expire, correct?

23 A: Yes.

24 Q: Okay. And you needed to renew it, correct?

25 A: Yes.

1 Q: But it's your testimony nonetheless that if you
2 -- even though it had expired, it was legal for
3 you to continue working after it had expired?

4 A: I don't ---

5 MR. PORTER: Object to the form.

6 A: I don't know the legal. You'll have to -- you
7 guys have to fight about legal.

8 Q: All right. I'm just asking what you know as a
9 general contractor that's been licensed ---

10 A: What I know is ---

11 Q: --- since the 70's.

12 A: Well, I know that the general contractor
13 license, standard operating procedure in Forest
14 Acres is I didn't have to worry about it.

15 Q: Okay. All right. So that's the first -- your
16 -- from where I understand where we are in this
17 line of inquiry is in 2008 there was a stop
18 work order put on your work on the shed on
19 Brentwood and that was when Forest Acres first
20 did something that impacted your business?

21 A: Right.

22 Q: All right. Now, you were putting in a shed ---

23 A: That didn't impact my business, it was just an
24 inconvenience.

25 Q: Okay. But it was the first time that Forest

1 Acres inconvenienced you.

2 A: Yeah.

3 Q: What -- earlier you said that Forest Acres did
4 things to you in 2008 that impacted your
5 business. And I want to get to that. What
6 else, if anything, happened in 2008 that
7 impacted your business?

8 A: Well, to begin with in March of '08, like I
9 said I got a letter from Shaun Greenwood that
10 said my building permit had expired. It would
11 not be renewed and they would not entertain any
12 other permits by me.

13 Q: Okay. And what did you do when you received
14 that letter?

15 A: I called Lee Holloway.

16 Q: All right. And what -- tell me about that
17 conversation?

18 A: Well, I told them I said they can't do that.
19 That's in violation of the code. The code says
20 that it goes for six months, so it should have
21 been much later. And you don't -- you can't
22 stop work -- the work was still in progress.
23 As long as you're actively working on the
24 thing, then you can renew the permits and they
25 proceed. They were stopping me before it was

1 finished and they were saying I couldn't do
2 anything further. And they were saying they
3 weren't going to do any other permits.

4 Q: Issue you any other permits for any other jobs?

5 A: Anything else.

6 Q: All right. And so what did you -- what did Lee
7 Holloway tell you?

8 A: Well, he assured me they couldn't do that.
9 Okay. That they had a problem with me doing
10 business in that shop. And I said well, Lee, I
11 can't do business in that shop because there's
12 no power in that shop. I said, so that's a
13 bullshit argument right there. Okay. I said,
14 and they also had a -- that he wrote a letter
15 that the kids couldn't have toys in the front
16 yard. I was going to be cited for toys in the
17 front yard. Okay. I was going to be cited --
18 they had a -- business and toys. And by that
19 time, Barry Epps, the building inspector had --
20 he had come to understand why maybe I should be
21 a little upset about all this stuff. And he
22 gave me an email from Jeff Crane, across the
23 street, that had Mark Williams on it, Shaun
24 Greenwood on it, DSS on it, BB&T, my bank was
25 on it and Richland One legal and it was about

1 me stopping doing what I was doing.

2 Q: All right. Now, Jeff Crane was just a neighbor
3 of yours, correct?

4 A: Across the street, yeah.

5 Q: Not an employee of Forest Acres, correct?

6 A: It was pretty clear he was a friend of someone
7 over there.

8 Q: All right. But you have no evidence that he,
9 except the email itself, that he had some
10 relationship with folks at Forest Acres?

11 A: Whenever he ---

12 MR. PORTER: Object to the form. Answer the
13 question.

14 A: Whenever he spoke, they did something.

15 Q: Okay. All right. Let me make sure I'm clear
16 on some of the things you just said.

17 A: Okay.

18 Q: Was there one letter from Shaun Greenwood in
19 2008?

20 A: It was an email and I wasn't supposed to have
21 it. He got highly irritated that I had it.

22 Q: No, no, no. Back up.

23 A: Shaun Greenwood, okay.

24 Q: Yeah. Was it one letter from Shaun Greenwood
25 that mentioned all -- that mentioned no more

1 permits and the toys in the yard and all that,
2 was it all contained in one letter?

3 A: I can't remember.

4 Q: You don't know whether you got just one or you
5 got multiple?

6 A: I had multiple emails from Mark Williams, Shaun
7 Greenwood. There was a dialogue going on. And
8 Lee Holloway. And I can't recount what each
9 one -- I mean, I think you've got them all.

10 Q: We'll look at them ---

11 A: Yeah.

12 Q: --- specifically here in a minute.

13 A: Yeah, I can't pull them out of my memory like
14 that.

15 Q: But you -- well, the reason I'm asking is
16 because you said I got a letter. Was it a
17 letter or was that an email?

18 A: I don't -- I can't remember.

19 Q: All right. You got a communication in writing
20 from Shaun Greenwood ---

21 A: Yes.

22 Q: --- and you're not sure whether it was one or
23 multiple? Is that right?

24 A: I can't remember.

25 Q: All right. And this letter came after you got

1 a stop work order on the shed?

2 A: No, I don't think it was a stop work order
3 then. It was a -- I think it was just
4 notification from them that the permit was
5 expiring and we weren't going to get any more.

6 Q: All right. Let me back up then. Okay. Pulled
7 the permit on the shed, you poured what, you
8 had poured the slab at that point?

9 A: We poured the slab -- I don't know, around
10 December of '07, the first part of '08. I
11 don't know.

12 Q: Okay. And then that first permit that was
13 pulled sometime in 2007 ---

14 A: '06.

15 Q: '06?

16 A: Yeah.

17 Q: Pulled it in '06 and how many times did you
18 renew it before you poured the slab?

19 A: One time when whenever -- what were talking
20 about and then I believe that when he told me
21 -- because we hadn't had the final electrical
22 inspection. We got a -- we got a renewal so we
23 could get the final electrical inspection.

24 Q: Okay. All right. I'm sorry.

25 A: I think that was in March.

1 Q: All right. Pulled it in '06?

2 A: Uh-huh (affirmative response).

3 Q: What time in '06? I mean, what time of year?

4 A: December.

5 Q: December of '06?

6 A: Uh-huh (affirmative response).

7 Q: All right. And it lasted for six months?

8 A: No, well, apparently yes, but it was my
9 understanding, it had always been for a year.
10 It was my understanding that they were good for
11 a year.

12 Q: And what work did you accomplish on the shed in
13 '07?

14 A: In '07, I think about all we did was we got the
15 floor poured -- the foundation poured and the
16 floor.

17 Q: All right. And when was the first time that
18 you received a stop work order or some sort of
19 something that interfered with the ---

20 A: All we had done ---

21 Q: --- flow of the work?

22 A: --- the original order we got, it was they had
23 visited the site for some reason. I don't know
24 why. Probably because Crane sent them over.
25 You've got to understand that during this time

1 A.C. Flora was all over the place. They were
2 building that job like we were this big
3 relative to A.C. Flora's construction projects.
4 But they were over there to see me and the
5 notation on the first one is it appears you
6 have started a picnic area and you don't have
7 a permit for it.

8 Q: And that was the stop work order?

9 A: That was the stop work order.

10 Q: All right. And that was issued in 2007?

11 A: That was in '07, yeah.

12 Q: Okay. And that was when you -- is that when
13 you called Lee Holloway?

14 A: No, no, we just got -- that's when I met Shaun
15 and Barry. It was a friendly conversation. We
16 weren't pissed off with each other then. I
17 mean, it was a -- I didn't know we were,
18 anyway. It was just -- I paid the fee and
19 theoretically continued happily ever after.

20 Q: Okay. All right. So we have that initial
21 thing that you resolved, that misunderstanding.
22 And that was in 2007?

23 A: Uh-huh (affirmative response).

24 Q: Is that a yes?

25 A: Oh, yes.

1 Q: All right. And then what's the next stage of
2 construction or when there was some sort of
3 intervention by Forest Acres?

4 A: Well, the next -- we needed to get power hooked
5 up and the next stage was when we have a rough-
6 in inspection. And we had -- that's just a
7 standard inspection that -- I don't know when
8 it happened. It probably happened in February
9 or something.

10 Q: Of '08?

11 A: Of '08, yeah.

12 Q: Okay. All right. So by this point you have
13 some framing up?

14 A: Yeah, the building was up.

15 Q: Yeah.

16 A: The concrete is in, the building is up, the
17 siding is on and we're wiring. Because this is
18 just -- this is a workshop. It's a workshop.
19 Okay. And it's got power in there and that's
20 it. Okay. There's electricity and the roof.
21 And you have to have an electrical inspection
22 whenever you're doing that because the power
23 company won't hook up unless it's been
24 inspected. And we had the rough-in inspection
25 at some point. I don't remember when. And

1 then to get the power company to turn it on,
2 you have to have a final inspection.

3 Q: All right. So, all right. So, let me back up.
4 So we have that initial issue where you had a
5 stop work order and you said it looks like
6 you're putting up a picnic area and that was
7 issued by Barry Epps?

8 A: Shaun Greenwood's name was on it. I'm not sure
9 why, because he wasn't the building inspector.

10 Q: But Barry Epps was at that time?

11 A: Barry Epps was, yeah.

12 Q: Okay. So you had the rough in inspection. Who
13 does the inspection then?

14 A: Barry Epps.

15 Q: And was there any stop work order?

16 A: No.

17 Q: Did it pass inspection?

18 A: Yeah.

19 Q: All right. And then you have the third
20 intervention after February of '08?

21 A: Right.

22 Q: At the final inspection stage?

23 A: Yeah.

24 Q: And that is what part of the year?

25 A: That -- I can't put it all like this. I would

1 have to sit down with the papers, but the best
2 of my recollection is that to do the final --
3 to get the power company in there, to do the
4 final, we had failed to put -- I think it was
5 a ground fault breaker in one of the circuits.
6 Okay. So, when we did that -- now I don't know
7 if that happened before or after that March --
8 because we got the stop -- it was not a stop
9 work order, it just said your permit is not
10 going to be renewed and I think they renewed it
11 for a fixed amount of time, just to finish the
12 electrical. And then when we got that, we got
13 the power hooked up, and then the shop was
14 done.

15 Q: Okay. And who -- who conducted the final
16 inspection?

17 A: Barry, Barry Epps.

18 Q: Okay. So he was the inspector the whole time
19 you did your shop?

20 A: Yes.

21 Q: All right. But you got the letter from Shaun
22 Greenwood in early '08, about the time ---

23 A: In March of '08. Now, Shaun has been involved
24 the whole time. I didn't -- because one of the
25 things he did -- oh, I remember because Barry

1 told me. Shaun doesn't know the code, okay, so
2 he cited -- now this is from my memory.

3 Q: Got you.

4 A: So it could be a little fuzzy. But, we were
5 laughing about it because the stop -- the you
6 can't renew had to do something with x-rated --
7 it was a paragraph under the City code under
8 the x-rated cites code. It was like it was a
9 complete misapplication of the rule.

10 Q: When you say x-rated, what are you talking
11 about?

12 A: For pornographic, you know, there's a section
13 of the code that has to do with adult
14 entertainment.

15 Q: Okay.

16 A: And then right after that -- now I'm going by
17 memory now. It's -- there's a thing that says
18 permits, and I'm thinking business permits
19 won't be renewed for something. He was
20 applying that to my -- because it didn't match
21 -- the time line should have been that we
22 should have had more time. But he said no,
23 you've got to stop right now. And it was sort
24 of a joke.

25 Q: All right. You were able to complete that

1 shed?

2 A: Uh-huh (affirmative response).

3 Q: And was there a certificate of occupancy issued
4 or I don't know whether you do that?

5 A: No, we didn't do that.

6 Q: All right. And this was at your house?

7 A: It was at 1325 Brentwood.

8 Q: All right. Now ---

9 A: Technically it's not my house. It's my wife's
10 house.

11 Q: Yes, sir. Now, you began -- well, before we do
12 that, let's take a quick break.

13 A: Okay, sure.

14 MR. PORTER: Sounds good.

15 (A short break was taken from 11:35 a.m. until
16 11:42 a.m.)

17 Q: Okay. Mr. Haynie, we had gone through sort of
18 a series of events that you were describing in
19 2008 and then in the course of your description
20 of those events, you then began talking about
21 sort of a different topic about issues with
22 parking around A.C. Flora.

23 A: Yeah.

24 Q: And so take me from the top there. Because we
25 went through the construction of the shed and

1 now I want to talk about the parking issue.

2 A: Okay.

3 Q: When did that parking issue begin?

4 A: Well, when A.C. Flora started on their
5 construction project there was just a problem.

6 There was no parking, no nothing. Now,

7 Councilwoman Dukes, her kids parked at my

8 house. And Eddie Richmond's kids parked at my

9 house. Well, when we bought the Brentwood

10 property, we discovered -- when they were over

11 on Florawood Drive, they just parked in my

12 driveway. We were having -- it was -- we

13 discovered that people would pay \$20 dollars a

14 month for a place to park.

15 Q: When you say you discovered that, how did you
16 discover that?

17 A: Well, someone asked if they could park and they
18 offered to pay.

19 Q: Okay. Asked you?

20 A: Huh?

21 Q: They asked you?

22 A: They actually asked my daughter.

23 Q: Okay.

24 A: And, you know, she said hey, people will pay

25 \$20 dollars a month, so we had these -- I think

1 it was two, it might have been three people,
2 but there were people that parked on Florawood
3 and all up and down Brentwood. And then over
4 at the restaurant, the Japanese restaurant.
5 They paid to park over there too. And so what
6 we did was -- and I think it was just that year
7 it was two or three that we charged them \$20
8 dollars a month to park there, just like
9 everybody else was.

10 Q: Right.

11 A: And that was -- that was why I told Shaun what
12 I did was because these weren't poor people
13 from out -- these were the doctors and the
14 attorneys and they were the, you know, people
15 of means and of influence. So I said that
16 might be a bad idea to just start ticketing
17 those. And he found out because when he wrote
18 his two tickets, one of those partners was
19 Chief -- is it Sealy? The police chief.

20 Q: Gene Sealy?

21 A: Yeah. Was a very good friend. He was irate.
22 I mean he just went nuts. I mean, ballistic
23 over getting a ticket and Chief Sealy likewise
24 went nuts about him writing tickets.

25 Q: When you say him, you're talking about Shaun

1 Greenwood?

2 A: Yeah.

3 Q: Okay.

4 A: Because apparently, these were tickets that he,
5 I guess, that he had printed out or something.

6 I never actually saw one, but I heard about it.

7 Q: Okay. And all of this, this occurred in 2008?

8 A: That was the first time we heard of it because
9 he wrote those tickets and he never ticketed
10 again. Okay?

11 Q: Okay.

12 A: Because I called -- it made me mad because I
13 called Mark Williams and I said get him to back
14 off and I told him that he -- and what Shaun
15 did was he said that he ticketed everybody,
16 which he didn't, because we knew all the
17 people. He ticketed -- basically, he lied. He
18 ticketed two people and then he changed his
19 story when Brunson got involved, he changed his
20 story again that he ran out of tickets. That's
21 why he didn't ticket anybody else.

22 Q: All right. So the two people that he ticketed
23 were you?

24 A: No, they were two friends. I don't know who
25 they were. One of them was a friend of Chief

1 Sealy's.

2 Q: Okay.

3 A: And the other one was an attorney's daughter or
4 something. Just another car parking there.

5 Q: All right. Well, let me make sure I follow
6 because I think I've been reading something and
7 I'm trying to follow your testimony at the same
8 time. So, in 2008 he -- Shaun Greenwood issues
9 tickets to -- and to whom -- were the tickets
10 issued to people parking?

11 A: Right, the people who were parking there.

12 Q: Okay. Not to people who were allowing them ---

13 A: No.

14 Q: --- to park there?

15 A: No, they were -- they were just left on their
16 cars. The cars parked, tickets to those two
17 people.

18 Q: All right.

19 A: Not to me.

20 Q: All right. And so this didn't -- Shaun
21 Greenwood issuing tickets to those people
22 didn't have any real impact on you in 2008, is
23 that right?

24 A: Well, it didn't have any impact on me anyway.
25 It was just it was a stupid thing to do.

1 Q: Okay.

2 A: It was -- I mean, basically, it was the first
3 indication that we were being singled out for
4 something different than the rest of the world.
5 You know, he ticketed only two cars. The two
6 cars in my yard. Okay. None of the other.
7 There was five cars right next door. Two cars
8 across the street. There was seven cars about
9 three doors up that parked -- nobody else got
10 tickets. Just the two on Brentwood.

11 Q: All right. But you -- at that time were you
12 charging anybody to ---

13 A: Twenty dollars a month, yeah.

14 Q: You were?

15 A: Yeah.

16 Q: Okay.

17 A: Just like everybody else.

18 Q: Okay. All right. Any other -- and then you
19 talked about the email from Jeff Crane. That
20 happened in 2008?

21 A: Yeah.

22 Q: Okay. And that's been produced to us in
23 discovery.

24 A: Yeah.

25 Q: All right. Let's talk about that. And that

1 email concerned the house on Florawood or
2 Brentwood?

3 A: Brentwood.

4 Q: And it was some sort of a complaint, correct?

5 A: Yeah, he was telling them what the code said.
6 Because it said permit expired -- I think it
7 said the permit expired therefore I should stop
8 working on it.

9 Q: All right. So Jeff Crane ---

10 A: Yeah.

11 Q: --- made that complaint?

12 A: Yeah.

13 Q: All right. And what action was taken against
14 you in response to that complaint, if you know?

15 A: I'm guessing, because of the date, that's when
16 I got the letter that says stop. Okay.
17 Because basically when Jeff said something, he
18 did something.

19 Q: Were you cited for any ordinance violations?
20 Were you written any ---

21 A: I was threatened with that.

22 Q: All right. You were not cited ---

23 A: Not cited.

24 Q: --- with anything?

25 A: No.

1 Q: Okay. All right. Any other things happen in
2 2008 that made you begin to think there was --
3 that you had some sort of an issue with Forest
4 Acres?

5 A: Well, in later 2008 I brought -- I have a
6 bobcat and some equipment. I bought the
7 equipment -- we had a flooding problem. We had
8 to correct some drainage on the property, so I
9 brought the bobcat in to do the work on the
10 property. Didn't require a permit. Okay. But
11 as soon as that showed up, he gets involved.
12 He says the equipment has got to go away. Lee
13 Holloway called and said the equipment has got
14 to go away. They're going to cite you for
15 doing business. I said Bill, I'm not doing
16 business. I just showed up here to fix the
17 property. We haven't been here. We're just
18 fixing the property. He says it's got to go
19 away. Okay. And what he suggested was that I
20 rent a place from him, from Lee Holloway, over
21 off of Garner's Ferry where I could call that
22 my business, therefore, as long as I had
23 another business, I could say this wasn't my
24 business. Well, I said, well, why not just say
25 it's not my business because it's not. And

1 because this equipment doesn't sit here. It
2 just comes here. He says well, you need to
3 kind of have another -- so that's when I rented
4 a place over on Covenant Road because it was
5 closer.

6 Q: Okay.

7 A: And that was probably the fall of '08. So we
8 rented a place, we moved the equipment,
9 actually we didn't have to. I think the way it
10 was is I moved the equipment -- we started a
11 job for Andy Howell on the baseball complex, so
12 we moved the equipment over there to work with
13 Andy. And we rented this place so we had an
14 official place so -- you can't type that, can
15 you -- an official place of business to satisfy
16 there fears that I was doing business -- I
17 didn't need two places, so the inference is if
18 you're over here, you don't -- you can't be
19 doing it over here.

20 Q: All right. So let me make sure that I am
21 clear. All right. Up until this point, until
22 2008, did you have an office or a place of
23 business away from Brentwood Drive?

24 A: I did all my business at 1469 Florawood Drive.

25 Q: All right. At Florawood Drive?

1 A: Yeah.

2 Q: All right. And just -- I mean, this in the
3 materials that have been provided to me but,
4 all right, Florawood Drive is the residence you
5 owned, correct?

6 A: Uh-huh (affirmative response).

7 Q: And you live at Florawood Drive?

8 A: I live at Florawood Drive.

9 Q: All right. And then you own another residence
10 on Brentwood Drive?

11 A: Right.

12 Q: Well, your wife does?

13 A: Yeah.

14 Q: Well ---

15 A: Actually, my wife -- somewhere -- I owned it up
16 until, I believe, April of '08. I'm not
17 certain. But basically, I bought the property
18 for my daughter and grandkids to live there,
19 but I bought it on a note, a personal note.
20 And we decided we needed to finance it. So when
21 we went to finance it, I transferred the
22 ownership, because the way -- we had a problem
23 with the treasury and the taxes with the six
24 percent assessment ratio, so I transferred the
25 place to my wife and my daughter to get that

1 four percent owner/occupant residence, in I
2 believe '08.

3 Q: Okay. All right. So you purchased it as a
4 place for your daughter and grandchildren to
5 live?

6 A: Yeah.

7 Q: All right. But you have always lived at the
8 Florawood ---

9 A: Yes.

10 Q: --- the Florawood Drive address?

11 A: Right.

12 Q: All right. And you purchased Brentwood when?

13 A: In probably October of '06.

14 Q: Okay. All right. So up until late 2008, you
15 had conducted your business from what address?

16 MR. PORTER: Object to the form. You can answer the
17 question.

18 MR. SHEALY: And I'll be happy to fix the question
19 if you can tell me what the problems was with
20 it.

21 MR. PORTER: I thought it was an asked and answered
22 question.

23 MR. SHEALY: Oh, okay.

24 MR. PORTER: You can answer.

25 A: Say it again?

1 Q: Up until late 2008, you had conducted your
2 business from what address?

3 A: From actually, not up until -- I still
4 conducted from 1469 Florawood Drive.

5 Q: Okay. But in 2008 -- in late 2008 though, you
6 ---

7 A: Hang on just a second. I've got to turn this
8 off. I'm not real good at this.

9 Q: Okay.

10 A: Okay.

11 Q: But you leased or rented a place on Covenant
12 Road in late 2008?

13 A: Right.

14 Q: Okay. Did you ever conduct business operations
15 from that address?

16 A: You know, I'm a general contractor. I have a
17 shop that I -- I'm also a hobbyist -- I build
18 stuff, I do all kinds of stuff. But I don't --
19 when I go to another job, I'm not physically
20 the guy doing the stuff. I'm a general
21 contractor. I arrange for stuff to be done.
22 But I do have equipment and I do build cabinets
23 and I've been working on my house at Florawood
24 Drive for forever. Okay. And we had work
25 going on there that was permitted. But I moved

1 my saw and just stuff over to Covenant Road.
2 I figured if I'm going to rent this place, I
3 might as well stick some stuff over there. So
4 we had a place, but we didn't do stuff over
5 there. It was just where everything was.

6 Q: All right. So other than the saw that you
7 moved over there, what other equipment did you
8 have for your business?

9 A: At that time I had -- the biggest thing I had
10 was the bobcat, the trailer, the equipment, the
11 big truck, the trailer and the bobcat. That
12 was the biggest thing I had.

13 Q: Okay. Any other pieces of equipment other than
14 that and the saw?

15 A: No.

16 Q: All right. I'm going to shift gears for a
17 minute.

18 A: Okay.

19 Q: And then we will go back to this, because I
20 want to ask you about. All right?

21 A: All right.

22 Q: I'm aware that you've been in some other
23 litigation.

24 A: Okay.

25 Q: Correct?

1 A: Correct.

2 Q: All right. I'm aware that you are in
3 litigation with Paul Cash. You mentioned doing
4 work for him just a little while ago. That was
5 also -- that involved the construction of a
6 shed.

7 A: Uh-huh (affirmative response).

8 Q: Correct?

9 A: Right.

10 Q: And then I know that you were in litigation
11 with Richland School District One, correct?

12 A: Actually my wife was in litigation with them.

13 Q: And what happened to the litigation with
14 Richland School District One?

15 A: Bad legal advice. My attorney failed to file
16 the papers on time.

17 MR. PORTER: Hold on a second. Don't talk about
18 anything you and your attorney specifically
19 spoke about in that or in any other manner. I
20 don't think you were about to, but just to be
21 safe. Continue answering the question.

22 A: Okay. We bombed because of statute of
23 limitations.

24 Q: All right. So you lost the case?

25 A: Yeah.

1 Q: All right. And Doug Tressler was the attorney?

2 A: Yeah.

3 Q: Doug Tressler also represented you in the case
4 against -- with the Cash's?

5 A: Right.

6 Q: And you lost that case, correct?

7 A: Yes. Now, that was peculiar.

8 Q: All right. Any other litigation that you've
9 been involved in.

10 A: We had a -- well it actually never came -- when
11 does it -- I don't know when it becomes
12 litigation.

13 Q: That's a fair question. Have you ever been
14 involved in other disputes either with a
15 customer, a vendor, an employee or anything
16 like that?

17 A: I had one dispute that never -- it never went
18 anywhere. It was like Cash, they didn't pay.
19 I -- contractors aren't in a real good -- they
20 tend not to get paid.

21 Q: And who was that with?

22 A: That was with -- I just saw someone yesterday
23 about it. It was -- Ted Riley's partner was
24 handling it for me. What's his name? Riley,
25 Pope -- Riley, Pope ---

1 MR. COX: It's Laney, Roy Laney?

2 A: Roy Laney.

3 Q: Roy Laney was handling it?

4 A: Roy Laney was doing that one, yeah.

5 Q: All right. And what happened to that case?

6 A: We got down to it was time to file the no file
7 and I was told that because of the amount of it
8 and the cost of litigation ---

9 MR. PORTER: Once again, don't talk about the
10 conversations you had with Mr. Laney if this is
11 who told you that.

12 A: All right. It was not cost effective to
13 proceed.

14 Q: Okay. All right. Doug Tressler represented
15 you on two matters?

16 A: Right.

17 Q: And you brought suit against Doug Tressler?

18 A: Yes.

19 Q: Is that suit still pending?

20 A: Yes.

21 Q: All right. Any other lawsuits that you
22 currently are involved in, other than this one
23 and that one, that are currently pending?

24 A: No. Now, you know most of these because you
25 are in partnership with Griffin.

1 Q: I know about the lawsuit against -- with the
2 Cash's.

3 A: Yeah.

4 Q: All right.

5 A: But I think you know about all of the others
6 too.

7 Q: What other litigation have you been involved in
8 with any other people? I'll limit it to
9 vendors, customers, anything like that. Have
10 you ---

11 A: No.

12 Q: --- been involved in any other suits?

13 A: No, I've been -- in all of my career, one time
14 30 years ago, that was my one and only time for
15 ever being in a case. Henry McMaster handled
16 it and it was 30 years ago. But I -- I get
17 along with everybody.

18 Q: Okay. And the lawsuit against the school
19 district was that you were blaming the school
20 district for causing water to be diverted into
21 the house on Florawood?

22 A: Yes.

23 Q: Okay. When was the first time that Clark Frady
24 -- that you had an interaction with Clark
25 Frady?

1 A: When he showed up to inspect the footings on
2 the second shed in 2011.

3 Q: All right. This shed was being constructed
4 where?

5 A: Right next to the other one.

6 Q: All right. At the Brentwood house?

7 A: Yeah.

8 Q: Okay.

9 A: It was on Brentwood.

10 Q: Okay. Now, what gave rise to the need for a
11 second shed?

12 A: Well, because the flooding rendered the house
13 inhabitable. Okay. It was not -- the
14 grandkids were allergic to the mold. My
15 daughter was allergic to the mold so she lived
16 in a little portion of the house that didn't
17 have air conditioning and we needed a place to
18 just store her junk.

19 Q: Okay.

20 A: It was basically just a storage room for her
21 stuff.

22 Q: Okay.

23 A: Otherwise it would get all moldy being in the
24 other part.

25 Q: All right. So, you had never had any

1 conversations or dealing with Clark Frady at
2 any point until he came over to ---

3 A: That was the first time I ever saw him.

4 Q: And this was to inspect the footings on the
5 second shed.

6 A: Right.

7 Q: And what happened when he came for that
8 inspection?

9 A: Well, Clark is incompetent. He -- in my 40
10 years, I have never had a problem with any kind
11 of construction. I've done some really exotic,
12 fancy, engineering masterpieces. And have had
13 no problems. No stop work orders, no issues
14 with any of the building inspectors. No
15 nothing. Okay. Clark shows up and my standard
16 introduction to a building inspector is, you
17 are the code expert. I say I will allow you to
18 be the code expert and you tell me how I should
19 follow code. I am an engineer. Allow me to do
20 the engineering. Well, he decided to be an
21 engineer. And he started spouting off about
22 some -- I mean, he just went nuts with his
23 engineering. Have you ever heard the saying
24 people won't know you're stupid until you open
25 your mouth? Well, he opened his mouth and he

1 didn't know his butt from a hole in the ground.
2 And he said that this is a ten by ten -- it's
3 a little -- like you get at Sears, a little
4 storage shed. It's just a little itty bitty
5 thing. Okay. He said that the six by six
6 posts for this little bitty building needed to
7 be three feet in the ground, encased by two
8 feet of concrete. That's what he said, because
9 of the uplift. Okay. I mean, it was just the
10 biggest garbage conversation you ever heard.
11 He said I can't -- well, that's when it became
12 pretty clear that he came with an agenda. It
13 was to stop us. And it never got better.

14 Q: Okay. So he wouldn't -- he wouldn't let you --
15 -

16 A: He did not approve the footings. He said he
17 needed drawings. Which I did the drawings,
18 produced the -- gave them to him the next day.
19 One of them was copied straight out of the code
20 book. Okay.

21 Q: Which code book?

22 A: The 2006, I think. The building code book, you
23 know.

24 Q: Well, I mean, I've seen some materials
25 exchanged here and you were quoting the 2009 --

1 -

2 A: Well, here's ---

3 Q: --- code book earlier.

4 A: Here's the way it works, okay, on the code
5 book.

6 Q: Okay.

7 A: The law says that if there's a new -- if a new
8 version of the code has been promulgated then
9 that -- using that is equivalent to all of the
10 previous ones. Okay. Now, at the time, I
11 didn't know, but I thought Forest Acres was
12 using the '03 code book. But apparently some
13 time in '10 or '11 they upgraded to the '09 and
14 the state hadn't officially accepted the '09
15 code book, but it doesn't matter. It's the
16 same thing. They didn't make any big changes.
17 The only thing they changed was is in '03 the
18 code said 200 square foot or less was exempt
19 from permitting. '06 it said 120 square feet
20 was exempt from permitting and in '09 it went
21 back to 200 square feet was exempt from
22 permitting. But all the other stuff, it's the
23 same. The '09, what it says in '09, it's
24 exactly the same as '03.

25 Q: Okay. All right. So he does not allow you to

1 go forward without drawings?

2 A: Without drawings.

3 Q: And you gave him drawings?

4 A: Gave him drawings. They were copied directly
5 from the code book.

6 Q: And from the 2009 code book?

7 A: Doesn't matter. They're the same. Both code
8 books are the same.

9 Q: Well ---

10 A: If you look at both code books, they are the
11 same.

12 Q: Okay. But you ---

13 A: Same drawing.

14 Q: Okay. But you referred earlier to the '09 code
15 book?

16 A: I wasn't -- when I was doing this, I was not
17 differentiating between which code book. It
18 was the code.

19 Q: Okay. So you copied drawings from -- a drawing
20 of this kind of building from the code book?

21 A: Yes.

22 Q: When you say this kind of building ---

23 A: It was ---

24 Q: --- or when I say this kind of building, was
25 the drawing of the footing?

1 A: Of the footing.

2 Q: Okay. And it was a drawing you took from ---

3 A: Actually, it was the footing of the whole

4 thing. The walls, the footing, everything.

5 You know, and there's -- and it's not how I

6 would have done it. My -- what I wanted to do

7 was from engineering perspective was way

8 superior to the code book version. Okay. But

9 Clark didn't know what a tie down footing was.

10 Q: Okay.

11 A: He didn't know anything.

12 Q: All right. So you copied a drawing that

13 appeared in the code book?

14 A: Right.

15 Q: For the design for this building?

16 A: Yes, I said I'd do it either way, which ever

17 way you pick.

18 Q: All right. So what happened?

19 A: He -- he says that we are still not in

20 compliance. This was on a phone conversation

21 the next day. I think the first time he said

22 he wasn't available to have a conversation so

23 I had to wait a day. But I called his old boss

24 and asked him, because I was really perplexed

25 as to why I was -- I mean I couldn't figure out

1 why I was having this problem, okay?

2 Q: All right.

3 A: Because it's just never happened. Never
4 happened before. So I called his old boss and
5 he said well, you just might have a problem
6 because he don't know what he's doing.

7 Q: Who was his old boss?

8 A: Smith.

9 Q: Okay.

10 A: Smith over at Richland County.

11 Q: Okay. First name?

12 A: Mike Smith.

13 Q: Mike Smith?

14 A: Yeah.

15 Q: Okay.

16 A: And I said, well, I don't want to have to go to
17 Mark Williams for this stupid stuff. He said
18 well, you might have to. Okay. And so I go
19 in, he said -- and what he told me was, he said
20 go in there and ask Clark to cite specific code
21 violations. You know, just show you the code
22 violations that you have. Okay. So I don't
23 study the code book, but for that I did study
24 the code book. In the code book there's
25 exactly one paragraph that has to do with

1 buildings like we were doing. One paragraph on
2 -- what is it called? On posted beam
3 structures. There's one paragraph that
4 basically says it's got to be deep enough in
5 the ground so it can't kick out. That's all.
6 That's it. One -- it's four lines. That's all
7 there is that relates to this structure. So,
8 I go in there to see Clark Frady and he's very
9 -- he is very clear. He's got a code book,
10 he's highlighting stuff and he starts going
11 down the list. I said Clark, it has nothing to
12 do with what we're doing. That is pertaining
13 to something else. He went to two or three
14 things. I said there's one -- I showed him
15 where this is the only thing in the code book
16 that has to do. Well, that's when he said well
17 here in the code book it says you shall do
18 whatever the building official says. That's
19 what we call the God card.

20 Q: You call that the God card?

21 A: In the business, when the building official
22 can't come up with a better idea, he says do
23 what I say. That's the God card. And it fits
24 Clark because he's got a God complex.

25 Q: Okay.

1 A: All right. So he says you shall do whatever I
2 say. I said I'll tell you what I'll do. I am
3 going to walk down to Mark William's office and
4 see -- because Mike Smith told me I would have
5 to. I didn't think I would have to. I'm going
6 to walk down there and talk to Mark Williams.
7 And he -- and that's -- in the space of an hour
8 or two, he recanted his position. I was
9 approved.

10 Q: Okay. All right. So, you were able to keep
11 going?

12 A: No. Because Mark sent an email that said -- in
13 fact, I sent Mark an email thanking him for
14 intervening on my behalf. Mark says he didn't
15 intervene and then we were back to stop work
16 order. Then we got in this fight over the
17 phone over where we -- he called me, I was
18 doing a job for Eddie Richmond out in Pelion.
19 And he calls me to tell me he has re- -- he is
20 going to stop work -- we're going backwards,
21 we're going to a stop work again. Okay. And
22 my -- in Pelion it's not good because my --
23 because out there, my phone service dropped.
24 Okay. And in the amount of time it took me to
25 figure out I had dropped the service, he called

1 and left this irate message on my phone about
2 how he was stopping work -- he was issuing a
3 stop work order on everything and I was not to
4 do anything until I brought new drawings in and
5 he was pissed. Okay?

6 Q: All right. Hold on a second. Let me make sure
7 I'm following the sequence. Okay. So you came
8 in, had the initial conversation with Clark
9 Frady and then you went down the hall to see
10 Mark Williams?

11 A: Right.

12 Q: And then was Clark Frady involved in the
13 conversation with you and Mark Williams?

14 A: No, No.

15 Q: Okay.

16 A: No, what happened was, was we were suddenly --
17 we went from we were not approved to we are
18 approved.

19 Q: All right. So who told you you weren't
20 approved?

21 A: Clark did.

22 Q: All right. Now, well ---

23 A: He called and he, I don't know, either he
24 emailed or called me and said you're good to
25 go. You can go again..

1 Q: All right. Let me back up though.

2 A: Okay.

3 Q: So, you're at City Hall talking to Clark,
4 right?

5 A: Yeah, that's where we had the conversation. I
6 went from Clark's office to Mark's office to
7 out the door.

8 Q: All right. And when you went to Mark's office,
9 what did you say?

10 A: I don't think I ever -- I didn't talk to Mark.
11 I told his secretary -- I can't remember
12 exactly, but I told his secretary something
13 like I needed his help to intervene. I
14 probably sent him an email and I'm not certain
15 exactly what happened there, but in the space
16 of a little bit of time, I was approved. So I
17 assumed Mark had done something.

18 Q: All right. How did you come to know that you
19 had been approved?

20 A: Clark told me.

21 Q: All right. And did he email you or did he call
22 you?

23 A: I think he just called me.

24 Q: Okay. And that was the same day?

25 A: It was the next day.

1 Q: The next day?

2 A: Yeah.

3 Q: He said you were approved?

4 A: Yeah.

5 Q: All right. And so from learning that, you
6 concluded that Mark Williams had interceded ---

7 A: It just seemed like an appropriate assumption
8 to me.

9 Q: All right. And so -- you communicated some
10 expression of that to Mark Williams?

11 A: I thanked him. I said thank you for
12 intervening.

13 Q: And how did you do that? Did you call him?

14 A: I emailed him.

15 Q: You emailed Mark Williams?

16 A: Yeah.

17 Q: All right. And then so Mark Williams responded
18 back to you by email?

19 A: He said he didn't. He didn't intervene.

20 Q: Okay. And then how did you come to know or
21 learn that you were not approved again?

22 A: It was -- I'm not sure of the day, it was
23 probably the next day when we were out in
24 Pelion because -- because I was thinking we
25 were approved because we went back and we

1 changed some stuff on the footing to go back to
2 what we were doing and then I got that --
3 basically, Clark called and I think it was a
4 Thursday. I would have to look at that, but it
5 was -- I've got a transcript of that at the
6 house -- I know exactly when it was, okay?

7 Q: Yeah.

8 A: But he says he's back to stopping the work.

9 Q: Okay. And I haven't shown you any documents to
10 this point, which has been intentional on my
11 part, because I just want to see what you
12 remember about this, but I'm going to show you
13 a document that was Bates labeled Haynie JLC&A
14 00162 and ask if you can identify it.

15 A: That's the transcript of the -- his phone
16 conversation.

17 Q: All right. And this is the conversation --
18 this is the message that Clark Frady left for
19 you after the phone call dropped when you were
20 in Pelion?

21 A: Yeah, it was like a minute later he calls and
22 leaves this message. On March 29th, it was a
23 Friday. This must be -- because I think on
24 Wednesday was when I was in his office. This
25 was on Friday. So a day must have transpired.

1 So we're back to you're shut down.

2 Q: Okay. All right. And this -- this document
3 was provided to us, to the lawyers in the case
4 today, just prior to your deposition. Who
5 typed this?

6 A: My wife.

7 Q: And she transcribed it from what?

8 A: From -- it was recorded -- it was a message on
9 my phone.

10 Q: On the phone that you have here with you today?

11 A: No, no. That phone is history. It was a
12 message on my phone and I can't remember
13 exactly -- I mean, I don't know. She listened
14 to it. I carried the thing around and listened
15 to it -- let people listen to it. Scarborough
16 listened to it, Colby Brown listened to it.
17 Mark Will- -- Mark Miles, excuse me, not
18 Williams. Mark Miles listened to it. I said
19 listen to this asshole.

20 Q: All right. And but to your knowledge, is the
21 audio still in existence?

22 A: I can't find it at the moment. I'm thinking
23 it's somewhere, but I don't -- I don't do audio
24 files.

25 Q: When was the document that you've identified,

1 when was it created?

2 A: It was -- I think there's a date on it. On the
3 25th, July 25th.

4 Q: And was that at your -- and why was this
5 transcript made on July 25th, 2011?

6 A: Okay. After this, then we had the great -- the
7 SWAT team affair, when they showed up with the
8 cops and it became increasingly clear that I
9 had -- this wasn't a little problem, this was
10 a monster problem.

11 Q: Okay.

12 A: And I go to see ---

13 Q: We'll talk about that in a minute.

14 A: I go to see Lewis and I say what do I do Lewis.

15 MR. PORTER: Mr. Haynie, anything that you and Lewis
16 talked about, don't talk about what y'all
17 talked about.

18 A: Okay. But anyway, it appears as though we
19 would have a lawsuit, so I got my wife to
20 transcribe that. I think it was a couple
21 months later.

22 Q: All right.

23 A: This date is probably some time after we
24 figured out we had a war.

25 Q: All right. The last line on this document 162,

1 the last sentence says there was clear anger in
2 his tone. Is that your wife's characterization
3 of the message?

4 A: Yeah, yeah.

5 Q: Okay. All right. So did you -- did you call
6 Clark Frady back after you got that message?

7 A: Yeah.

8 Q: All right. So tell me about that conversation.

9 A: That was probably five minutes later. And he
10 was even more pissed. I mean he was on a tear.
11 I mean, he was like, you know, I don't remember
12 what the conversation was, but you ain't doing
13 nothing. You're shut down. Everything is shut
14 down. You've got to go to this appeal thing.
15 And at the time, I didn't have a clue what the
16 appeal was, I assumed it was LLR's appeal
17 board. And because what I inferred from the
18 conversation was because Mark said something
19 about an appeal board. Well, suddenly Clark
20 said something about the appeal board. So
21 clearly, they had had a conversation. Okay.

22 Q: Okay.

23 A: About the appeal board. Now, the appeal board
24 has never met before. Didn't exist, okay.
25 Margo had not -- because I called her and said

1 what do I do for this appeal board. She had
2 never heard of it, okay?

3 Q: Okay.

4 A: No one knew about it except for Mark Williams
5 and Clark Frady. And so I called, I go to the
6 LLR and say how do I do this appeal board
7 because I assumed that it was -- and they tell
8 me well, it's not here. You know, it's a City
9 thing. Well, then I had to go -- actually
10 Margo did some of the leg work, but we had to
11 learn about the appeal process.

12 Q: Was a stop work order issued at this time?

13 A: It was -- it probably -- there were three or
14 four of them, maybe more, that were posted.
15 One of them was so inflammatory. It basically
16 was a stop work -- stop work because this is an
17 unsafe structure.

18 Q: And did you save all of those?

19 A: I've got a whole bunch of them, yeah.

20 Q: Okay. And so they are all issued for this
21 second shed on Brentwood?

22 A: Yeah.

23 Q: Okay. I mean, did you have other projects
24 going on ---

25 A: Well, I ---

1 Q: --- in Forest Acres at that time?

2 A: No. But I would like to add a statement about
3 this shed.

4 Q: Okay.

5 A: Okay. The structure, the posted beam
6 structure, the way the slab is done, the post,
7 is exactly like the one that is next door to
8 it. It was approved by code, by the building
9 official. It's just a little tiny version of
10 it. It's the same type of structure.

11 Q: Okay. So you mentioned that Mr. Frady had said
12 you were shut down.

13 A: Yeah.

14 Q: The only thing you had going at that time was
15 the building of the second shed at Brentwood in
16 Forest Acres?

17 A: No, that was like -- that was only part time.
18 I mean, we were -- that was just building a
19 shed. I mean, it should have taken two days.

20 Q: All right. I think we're misunderstanding each
21 other. Did you have other jobs going within
22 the City of Forest Acres at that time?

23 A: I don't think so.

24 Q: Okay. So the only thing for him to shut down
25 was ---

1 A: No, yes, we did. We covered the -- we were
2 building the restaurant over there on Covenant
3 Road.

4 Q: Okay. Was a stop work order issued on Covenant
5 Road ---

6 A: Actually, yes.

7 Q: --- at the same time?

8 A: No, not at the same time.

9 Q: Okay. How much time elapsed before a stop work
10 order was issued at Covenant Road?

11 A: When we had our first conversation with Clark
12 Frady at Brentwood, I told him, now this is the
13 engineer, I advised him that we were doing
14 another job over on Covenant Road and there
15 were some problems over there that we were
16 unable to get the owner to address and I said
17 you need to go over there and inspect that job
18 because there's some serious engineering
19 problems. I mean, major engineering problems
20 over there that need to be addressed because
21 the previous inspector, which was a Richland
22 County inspector -- when the owner would not
23 comply, I got together with the -- and I've got
24 his name here somewhere, but he was Richland
25 County and I was over in Forest Acres. We

1 decided the best thing to do was for him to
2 write on his approval that it needed a
3 professional engineer to design the structure
4 to correct the problems and that was on the
5 permit. They've got it in their file. It's on
6 the permit. And I was telling Frady about that
7 and he needed to be -- because Alquza had
8 started back up, he was beginning to do work.
9 He had been doing just little cosmetic things,
10 but he was starting to work in earnest on
11 opening that restaurant and I knew that there
12 would be an inspection coming up and that he --
13 and that Frady needed to be apprized of that.

14 Q: Okay.

15 A: So I told him about it. And then about --
16 that's a whole another thing. They got
17 together and they decided that the best thing
18 to do was to fire Doc and he -- that's when
19 they really screwed up the code. Because they
20 said that he needed to give them new
21 architectural drawings. Well, the code doesn't
22 say the same architectural drawings aren't good
23 through the process of the job. But Clark
24 tells him that he needs new architectural
25 drawings, which is not by the code. And that he

1 needs a new permit, which is not by the code.
2 He just needed -- it just needed to be renewed.
3 And when we got into that argument, it finished
4 ultimately, Clark told Alquza to fire me and he
5 would give him a permit, which is illegal. You
6 cannot give a commercial job -- you cannot give
7 the owner the general contract permit, but they
8 did. Well, actually, what they did was, they
9 wrote the permit for the electrical contractor
10 who was my contractor. They gave the general
11 contract to the electrical contractor who was
12 not a general contractor.

13 Q: All right. I'm ---

14 A: You confused?

15 Q: Well, I'm just -- my original question was how
16 much time elapsed between the stop work order
17 that was issued for the second shed on
18 Brentwood in March of 2011 and the stop work
19 order that was issued to the Covenant Road
20 project?

21 A: Are you allowed to tell me some dates?

22 Q: I'm just asking what you know.

23 A: Well, it was sometime after the SWAT team.

24 Because after this, we went through -- we went
25 to this appeal thing.

1 Q: Right.

2 A: We lost the appeal so then we, the permit was
3 refunded. We went to a -- we dropped down to
4 a 100 square foot building, which was, did not
5 need a permit. It was refunded and then about
6 two or three weeks later, we got into an issue
7 with Frady on the property and we -- where we
8 had all the police were out there. When the
9 SWAT team that came out there and then ---

10 Q: You mean a Special Weapons Assault Team showed
11 up?

12 A: You know what, when you're -- when the guy who,
13 Joe Fraley -- everybody knows my phone number,
14 my cell phone number, my email address and I
15 know theirs. All he knows is that he can come
16 out and he can call me and say Doc, would you
17 move this and Doc will do it. I will do
18 whatever he tells me to. Well, I did some work
19 for a neighbor on Sunday morning. Okay. No
20 one knew that, you know, what I was doing. On
21 Monday morning at 7:30, no one could have
22 called, you know. Frady wasn't at work Sunday.
23 No one was there but Sunday morning I was met
24 by Joe Fraley ---

25 Q: Sunday or Monday.

1 A: Monday. Monday morning. At 7:30, before
2 Forest Acres starts working and four police
3 officers -- to do what? To move a little pile
4 of trash that took exactly 15 minutes to move.
5 Okay. But you might say it was overkill. And
6 Fraley, he was obviously in -- everybody was
7 obviously on the phone. They were all
8 communicating with each other because Fraley
9 was late to the party. He drives up and he
10 says wait until I go get my official truck. So
11 I can't remember her name, but there was a girl
12 officer and she says, you will have to wait
13 here until he gets back. Okay. I said why?
14 And she said because they're going to write you
15 up. And I said we need all of this? And she
16 said you just have to wait here. Okay. And so
17 I'm through. We sit and wait and Fraley comes
18 back and he cites me with these four citations.
19 It was a big deal before 8:00 o'clock in the
20 morning. Before anybody is at work.

21 Q: All right. Is it fair to say then that the
22 stop work order on Covenant Road was several
23 months after the stop order ---

24 A: No.

25 Q: --- on Brentwood?

1 A: After that, that was when all out war broke out
2 and when it was determined that Alquza was
3 going to have a problem because of what's going
4 on. So I tell Alquza that he needs to go get
5 his permit renewed and it was probably two
6 weeks later.

7 Q: After?

8 A: After that confrontation.

9 Q: All right. Let me go back. You eventually
10 file your appeal with the Forest Acres code?

11 A: Yeah, they had their very first meeting ever.

12 Q: And they ruled against you, correct?

13 A: Clark Frady ruled against me.

14 Q: You received a ruling from ---

15 A: No.

16 Q: --- the Board of Appeals?

17 A: No. That's actually required, but they did not
18 give that. It was the biggest monkey court you
19 ever saw. There were three people there.
20 Clark Frady was one of them. There was an old
21 inspector buddy of Frady's who was there.
22 They were busy chatting. There was a real
23 estate guy there, who didn't know diddly and
24 then there was an engineer from some group.
25 The engineer was the only one of the group that

1 had a clue what I was talking -- all I was
2 doing was talking about the engineering.
3 Uplift and so forth. He was the only one who
4 knew what I was talking about. And after I
5 finished my presentation, we go out and it took
6 them 30 minutes. Apparently, he argued -- he
7 must have argued vociferously for my case
8 because it took 30 minutes before we walked
9 back in there and he said you're turned down.
10 You're done. Basically that was Clark Frady
11 that turned us down, you know. But he never
12 gave a written thing to me.

13 Q: All right. But you received a ruling from the
14 code board of appeals?

15 A: A verbal ruling that day.

16 Q: All right. And in response to that, you just
17 changed the size of the ---

18 A: Dropped it down to 100 square feet and Mark
19 refunded the permit fee.

20 Q: All right. You changed the size of the
21 project, of the shed ---

22 A: Right.

23 Q: --- correct?

24 A: Yes. So it was exempt.

25 Q: All right. Now, when in the course of all this

1 did you file a complaint against Clark Frady
2 with the Department of Labor, Licensing and
3 Regulation?

4 A: It was probably right after that SWAT team
5 thing.

6 Q: Okay. So let's talk about what you have just
7 called multiple times the SWAT team thing. All
8 right. A -- Joe Fraley arrived at your
9 residence ---

10 A: At Brentwood.

11 Q: --- at Brentwood?

12 A: Yeah. I went over to Brentwood to work. I'm
13 just going over there -- I don't know why I was
14 going over there. Oh, we were cleaning up.
15 That's what we were doing, we were cleaning up
16 because we were told that -- Frady had told us
17 we had to clean everything up so we were. And
18 we were probably fixing the foundation again
19 for the third time. Okay. We were trying to
20 get this thing going. Me and Mark Miles were
21 there working.

22 Q: Okay.

23 A: At 7:30 in the morning. And Fraley was there
24 and like I said, four police officers waiting
25 for Fraley.

1 Q: All right. Who is Fraley?

2 A: Fraley, Joe Fraley is the head of Richland One
3 Security.

4 Q: Okay. All right. He's an employee of Richland
5 School District One?

6 A: Right.

7 Q: And he is there with law enforcement officers
8 from what outfit?

9 A: From Forest Acres.

10 Q: And do you know who called those Forest Acres
11 police?

12 A: I suspect it was Goodwin, who's the DSS guy on
13 that email. Because I didn't know this at the
14 time, but I suspect it was Goodwin who called
15 them because it was -- I had agreed to dig up
16 some stumps for the -- for him -- actually, it
17 was for his wife. I didn't know him. It was
18 approved. Richland School District had
19 approved it. They were building a fence for
20 their kids and they had these old red tips that
21 looked like bungee things. I told her -- I saw
22 it and I said that's not really a good thing to
23 have around kids. So I said I'll come up here
24 and I'll dig them up for you. Because I've got
25 a bobcat. So I went up there on a Sunday and

1 dug them up and put them in a pile on the
2 driveway. Now, 30 feet away there was probably
3 40 tons of concrete rubble and I assumed that
4 since she worked for Richland One it would be
5 okay that when they came to get the rubble, they
6 would get those -- this tall (indicating) red
7 tip stumps, you know, pick up those up too.

8 Q: About three or four feet off the ground?

9 A: Yeah, yeah.

10 Q: Okay.

11 A: I think it was seven or eight red tip trees.
12 Okay. And they were set just off the curb,
13 just off of her property -- and the school's
14 not in session, there's no -- there's nothing
15 going on. Okay. There's, you know, there's no
16 one there or nothing. They were just there.
17 And what Fraley said was, was he said that you
18 had to move them. So I said, well, okay. I
19 took the bobcat over and it took me, I would
20 say less than ten minutes to scoop them up and
21 put them on her property.

22 Q: All right. So on who's property were they ---

23 A: Goodwin.

24 Q: --- before you moved them?

25 A: Goodwin.

1 Q: Before you moved them, where were they?

2 A: On the school's property.

3 Q: All right. So you dug them up and you said, I
4 assumed because she was a Richland One
5 employee?

6 A: She was, yeah.

7 Q: Who?

8 A: Huh?

9 Q: Who is it you're talking about?

10 A: I don't know her name. It was -- her last name
11 is Goodwin too. She was -- I don't know what
12 her first name is.

13 Q: All right. These are neighbors that are on ---

14 A: Two doors down, yeah.

15 Q: On Brentwood?

16 A: Yeah.

17 Q: All right. And the male member of that
18 household is employed by the South Carolina
19 Department of Social Services?

20 A: Yes.

21 Q: And the female member of that household is some
22 sort of employee ---

23 A: She's a teacher.

24 Q: --- of Richland One?

25 A: Teacher, I think she's some kind of teacher.

1 Q: All right. And so you -- let me make sure I'm
2 understanding your testimony. Because she's a
3 teacher employed by Richland one, you assumed
4 that she was authorized to tell you to put ---
5 A: No, no.
6 Q: To put -- a pile of red tip stumps on Richland
7 One property?
8 A: No, you're making a mountain out of a mole
9 hill.
10 Q: I'm -- Doc, I'm just interpreting what you told
11 me.
12 A: She got --
13 Q: I must have misinterpreted what you were
14 saying.
15 A: She got approval from Richland One, because the
16 property where they were -- actually where I
17 dug them up, that's school property too. Okay.
18 Because the property line sits in about ten
19 feet from the curb. Okay?
20 Q: Okay.
21 A: And she got permission from Richland One,
22 because I asked that. I said they're not your
23 red tips. She said well, they're okay. We can
24 cut them down, dig them up. So I dug them up.
25 She said she had permission. So I dug them up.

1 It's actually off of Richland One's property
2 and put them on a different place on Richland
3 One's property, about two feet away.

4 Q: Okay. And is that why Joe Fraley had some
5 concern about this because it was ---

6 A: Who knows why Joe -- basically someone called
7 him. You know, this whole thing -- I don't
8 know. It's a -- nothing made sense. Not a
9 thing made sense that morning.

10 Q: Okay.

11 A: Because all Joe had to do was call me up and
12 say hey, Doc, would you move those over to
13 there? Because before when he had a problem,
14 that's what he'd do. He'd call me up and can
15 you move your trailer with the bobcat? Because
16 we're having a conference or something. Can
17 you move it over somewhere and I would do it.
18 I did whatever he told me to do.

19 Q: All right. And what did the -- what did the
20 police -- the members of the police say to you
21 in the course of this conversation?

22 A: Stay put. Don't move. You're like under
23 arrest for a minute. I had to stay until Clark
24 Frady got there. Now, only one was saying
25 something. The other three are just standing

1 there. They didn't talk.

2 Q: Okay. And the one that was saying something
3 was -- do you know the identity of that person?

4 A: I think somewhere in the process and right now
5 I couldn't -- it was a girl, okay?

6 Q: Okay.

7 A: And I couldn't -- I think I've seen her name
8 somewhere, so apparently I got it.

9 Q: Okay. And ---

10 A: I don't know, I don't remember.

11 Q: And so you saw Clark Frady drive by in his
12 personal vehicle?

13 A: Right.

14 Q: And then you heard him say let me go get my ---

15 A: That's what -- we were all standing right next
16 to my property with my bobcat and they're
17 telling me to stay put and I didn't know why
18 until Clark rolls up and he yelled out the
19 window, he says y'all wait just a minute, I've
20 got to go get my official truck.

21 Q: Okay.

22 A: And he left.

23 A: And so Clark then returns?

24 A: Probably 15 minutes later.

25 Q: And what happens at that point?

1 A: That's when he wrote me up for four citations.

2 Q: What were the four citations?

3 A: Doing business at the property for -- one was
4 for trash. One of them was for not cutting the
5 grass.

6 Q: I'm sorry, for not cutting the grass?

7 A: Not cutting the grass.

8 Q: All right.

9 A: And I don't remember what the other one was.
10 There were four of them. You know, I don't
11 know.

12 Q: You remember but you don't remember the forth
13 one?

14 A: No.

15 Q: Okay.

16 A: They were all bogus.

17 Q: All right. What happened to those tickets?
18 What happened to those citations?

19 A: They were -- I went to court. That's when
20 Lewis went to court. I don't really understand
21 what happened. There's a legal term for
22 something like one was -- the no cutting the
23 grass, I gave Lee Holloway a plat that showed
24 it wasn't -- that it was actually the school
25 property, the school had not cut their grass,

1 not me. It was -- the grass they were
2 concerned with was on school property. So I
3 had to deliver a plat to him just to show him
4 that it wasn't my property.

5 Q: Okay.

6 A: Okay. And then two of them had some legal word
7 and I didn't -- I didn't really understand what
8 was going on.

9 Q: Did you pay a fine for any of those?

10 A: Yeah, I think so, but I'm not sure how much.
11 It was -- Lewis handled all of that.

12 Q: Okay. But you paid a fine for one of the four?

13 A: I don't know.

14 Q: But you paid a fine of some kind?

15 A: Yeah.

16 Q: Okay.

17 A: One of them -- it was like one of them was left
18 over and I do remember the day in court,
19 although I didn't have a clue, but Clark didn't
20 have a clue what was going on either. But he
21 was really pissed off with Lee Holloway for me
22 not having to -- he thought we -- that it all
23 would all be dismissed.

24 Q: All right. How did you know that he was really
25 mad at Lee Holloway?

1 A: Well, he was sitting over there, doing this
2 (gesturing), talking to Lee Holloway. He
3 wasn't happy.

4 Q: Okay.

5 A: Yeah.

6 Q: You just saw him across the room animatedly
7 talking to Lee Holloway?

8 A: Right.

9 Q: Okay.

10 A: And Lee later told me he was pissed.

11 Q: Okay. All right. So have we fully described
12 and discussed what you have described as the
13 SWAT team incident?

14 A: Well, no, no. But when, okay, I just get this
15 thing that says I've got trash, you know, that
16 we've got to clean up the property. I had
17 Mark Miles there working. We had a job to do
18 that day.

19 Q: He is one of your employees?

20 A: He's an employee.

21 Q: Okay.

22 A: Okay. And we had a job to do and -- Mark says,
23 what do I do? And I said well, we can't build
24 anything that's for sure. So I said why don't
25 you go head and clean up. Okay. Well, as I'm

1 driving off, Mark starts yelling. Okay. And
2 he comes running up. He says that guy says if
3 I continue to work here, he'll cite me for a
4 \$1,000 fine for working here. So basically,
5 Clark had told him if he cleans up, tries to
6 comply with the ordinance, that he would cite
7 him for doing work. And so -- and I had a list
8 of things, and I think I've still got the
9 little card, the list of things for Mark to do.
10 I told Mark then, well, just to go home. I
11 said if we can't do anything, just go home.
12 And I drove off and left them all standing
13 there.

14 Q: All right. And you had gone over there with
15 Mark to clean up the construction site of the
16 second shed?

17 A: We were working on the second shed. That is
18 what we were there for. Okay? We had been
19 approved. We could build a ten by ten
20 structure any way I wanted to do it. Okay.
21 That was our job for the day. That was what we
22 were doing. We were going to finish that shed
23 that day.

24 Q: Okay. All right. Anything else about the, as
25 you call it, the SWAT team incident?

1 A: I can't think of anything.

2 Q: All right. So then earlier you talked about
3 then things -- you had issues at Covenant Road?

4 A: Uh-huh (affirmative response).

5 Q: Is that right?

6 A: Yeah.

7 Q: All right. You mentioned that you had
8 mentioned that there were problems at Covenant
9 Road to Clark Frady the first time you ---

10 A: The very first time we ever met.

11 Q: Okay. And was it a couple of weeks after the
12 quote, SWAT team incident, that things then
13 took a bad ---

14 A: I think so.

15 Q: --- turn for you?

16 A: The whole thing from March to July -- so March,
17 April, May, the whole thing encompassed maybe
18 three months.

19 Q: Okay.

20 A: Okay.

21 Q: And so what happened at Covenant Road? How did
22 things ---

23 A: Well, what first happened was is that I told --
24 Nassar Alquza, he owns it, he's the owner and
25 he was building a restaurant.

1 Q: And he was the one you had a contract to do
2 work for?

3 A: Yeah.

4 Q: Up the road?

5 A: Yeah. Right.

6 Q: Okay.

7 A: We had already done -- we had framed it. We
8 had -- I think we had roughed in the wiring.
9 We had passed the electrical and the plumbing
10 rough ins and we were ready to sheet rock.

11 Q: All right. Now, did Alquza, did he own the
12 property or did he ---

13 A: He owned the property.

14 Q: All right. And so when you had the
15 conversation with Clark Frady originally, you
16 said you had a problem with owner, did you have
17 a problem with Alquza?

18 A: He is a short cutter. And I mean, if you
19 looked at the -- Okay. I gave him a price on
20 doing -- there's a big concrete patio effect in
21 front. He subdivided the building into five
22 slots that he could rent out. They had this
23 big patio thing in front of it. It was about
24 ten or 12 feet deep and all of the doors opened
25 out on it. He cut holes through the wall, he

1 cut those four doors and four windows. I've
2 got -- you've got pictures in there. Well, I
3 gave him a price on doing that concrete work.
4 On building it up and doing the concrete work
5 and on cutting those doors in the building.
6 And what I would have done is I would have cut
7 the doors, put steel in, do it by code --
8 actually, better than code because I would have
9 had steel and in there and we were going to
10 stucco it up and make it look real nice and
11 when he finished the patio part, it looked like
12 garbage. I mean it was just -- because, you
13 know, Nassar says we do this -- and he's a
14 Palestinian. Okay. We do this. We know
15 concrete. We know how to do this. And when he
16 was building it, I said that ain't going to
17 work Nassar. I said, Nassar, that's not going
18 to work, you are going to bust that form sure
19 as hell, when you start putting concrete in
20 there. Well, sure enough, he busted the form
21 and it just looked like this (indicating).

22 Q: It wasn't straight?

23 A: It's the biggest disaster and I told him at the
24 time, because I think I -- I think I gave him
25 a price of about 15 or 16 grand to do that and

1 the doors. And I told him, I said you know, if
2 I had done that, I wouldn't get paid. I said,
3 an you're going to have a problem. You've got
4 to fix these doors. The doors -- because he
5 had -- Price -- the windows -- no, what's
6 Price's name? Anyway, Price came over and did
7 his store front windows and doors, put this
8 aluminum free stuff in.

9 Q: Right.

10 A: And I said that doesn't meet code, not even
11 that close. I said, that's -- that is
12 dangerous. What you've done is dangerous. You
13 have to have steel in there. You have to
14 support it. He didn't want to do it. He did
15 not want to do it. Okay? And that's why we --
16 when the inspection came along, I mean, this
17 isn't hard stuff. This isn't rocket science.
18 The inspector knew right off the bat that it
19 didn't meet the code. I mean it's not even
20 close. And so since Nassar didn't want to do
21 anything -- because I already told him he had
22 to or he wouldn't pass. Well he was told he
23 had to repair these and he had to get an
24 engineer to design the solution.

25 Q: Who told him those things?

1 A: The -- it was a Richland County, I've got his
2 name. He was working for Forest Acres. He was
3 on loan. A real nice guy, you know, competent,
4 a real good inspector. But he was on loan from
5 Richland County to Forest Acres and he did the
6 inspection.

7 Q: Okay. All right. And that was the problem
8 that you were describing to Clark Frady that
9 you had?

10 A: Right. Because my name goes on all this stuff.
11 You know, I'm known for doing really good
12 stuff. I did the Riverbanks Botanical Garden,
13 you know. I did Perry Palmer's million dollar
14 white Georgia marble house. I did the million
15 dollar thing down at the -- the restoration.
16 I'm known for doing good stuff. This is crap.
17 Okay. I don't want my name on this stuff.

18 Q: All right. And so -- all right. That's the
19 background. Okay. So what is it that happens
20 two weeks after the end of the SWAT team
21 incident?

22 A: Well, what happened is and I'd have to, you
23 know -- basically, what happened is -- the
24 first thing was they didn't have the plans and
25 specs down there. They had -- Forest Acres had

1 lost them. Okay. So, I delivered my copy of
2 the -- my approved copy because Clark had told
3 him he needed a new set of architectural
4 drawings and engineering. He told him he
5 needed all this stuff. I said Nassar, you
6 don't need any of that. You have a permit.
7 You have approved drawings. I have a copy,
8 they have a copy. Well, they wanted my copy so
9 I sent my copy of the approved engineering and
10 architectural drawings down there and then they
11 -- they got that and they decided there was
12 some reason -- we figured that he was going to
13 have to have an appeal board thing because he
14 didn't want to do anything.

15 Q: Hold on, hold on. Back up. Had there been a
16 lapse in period of time between the last
17 inspection and ---

18 A: Yeah, there's no money.

19 Q: Okay. And how ---

20 A: He was short of money, okay?

21 Q: Okay. And how long had passed -- I mean, how
22 much time had passed since the last inspection
23 and this one?

24 A: Maybe a year, year and a half.

25 Q: All right. Had the building permit ---

1 A: No.

2 Q: All right. I have not asked a question yet.

3 A: Okay. I'm sorry.

4 Q: Had the building permit that had been -- that
5 you had been operating under previously, had it
6 expired?

7 A: Technically, yes.

8 Q: Okay. And so based on what I understood you to
9 say earlier, Clark Frady, when he inspected the
10 property two weeks after the SWAT team
11 incident, in order to reissue the permit was
12 asking for the drawings that went with the
13 project, is that right?

14 A: Right.

15 Q: Okay. Now I'm with you. So he asked you or he
16 asked Alquza for those?

17 A: He asked Alquza and I had a copy, so I
18 delivered my copy down to Forest Acres.

19 Q: All right. Did Clark Frady come to the site to
20 do this inspection?

21 A: No. After the SWAT team thing, I never saw him
22 again.

23 Q: All right. So did Alquza go down to Forest
24 Acres?

25 A: Yeah, they went down there to ---

1 Q: They, who is they?

2 A: Okay. Alquza and my electrician, Carl Cowell.

3 Q: Okay. You were not there for any of this?

4 A: No.

5 Q: All right. So what you've told me about what
6 Clark said, you've learned from other people,
7 is that right?

8 A: Well, when you get fired and I went over to
9 inspect the job and was told they were doing
10 something, you know, and nothing is happening.
11 Basically, they're going forward with problems.
12 So I can make some inferences and they're big
13 inferences.

14 Q: All right. But let me back up. Because I
15 didn't actually get an answer to the question
16 I posed to you.

17 A: Sorry. I apologize.

18 Q: All right. And I know where you're going.
19 I've seen the documents. I just need to hear
20 answers to these questions.

21 A: Okay.

22 Q: You didn't go down to Forest Acres with Alquza
23 and you're electrician, correct?

24 A: No. Because obviously, I'd be inflammatory.

25 Q: All right. And so whatever conversation that

1 took place and whatever was said by Clark Frady
2 at that -- or others on behalf of Forest Acres
3 at that time, to the extent that you know
4 anything about that, you know that from hearing
5 it from other people, is that correct?

6 A: Right, but it was Shaun that was actually at
7 that meeting.

8 Q: Okay. And so then you go to -- you knew they
9 were going to Forest Acres, correct?

10 A: Yeah.

11 Q: All right. And then who told you what took
12 place at that point?

13 A: Paul Cowell, Nassar and David Cook.

14 Q: Paul Cowell was your electrician?

15 A: Yeah.

16 Q: Dave Cook is who?

17 A: His a plumber.

18 Q: Was he there too?

19 A: No. But apparently Frady came -- there was
20 some issues that day. He wanted to change the
21 bathroom, you know, to make it AD compliant and
22 Clark was using an ADA standard that hadn't
23 even been implemented yet. Okay. I mean he
24 was off the chart with what he wanted to do.
25 He had them rebuilding the whole bathroom. I

1 mean, tearing up the floor, redoing the
2 plumbing and Dave Cook was there for that and
3 he said they -- he said that they're full of
4 crap. He goes -- he said this ADA thing is not
5 even in existence yet. Okay. And what it
6 boiled down to was is they eventually had them
7 move a -- I think a supply -- a supply on a
8 sink about four inches and not rebuild the
9 whole thing, but that was after they reissued
10 the permit to Paul Cowell, a.k.a., Alquza or
11 whoever.

12 Q: All right. I appreciate -- I just can't things
13 in sequence because I can't get an answer just
14 to the limited question.

15 A: I don't answer just the limited question.

16 Q: I've noticed.

17 A: Sorry.

18 Q: All right. After the meeting at Forest Acres
19 with Shaun Greenwood, that you were not present
20 for ---

21 A: Right.

22 Q: How did you learn what requirements were being
23 imposed upon Alquza from that meeting?

24 A: Dave Cook and Paul Cowell were my electrician
25 and my plumber.

1 Q: They called and told you?

2 A: Yes.

3 Q: Okay. And ---

4 A: And Nassar told me too.

5 Q: All right. And so then you supplied your
6 drawings to Alquza?

7 A: No. I physically took them down to Forest
8 Acres.

9 Q: Okay.

10 A: And gave them to Margo.

11 Q: Was this the same day as the meeting?

12 A: No, no. It was -- I can't -- in a conversation
13 -- if I'm sitting there looking at papers, I
14 can't put together exactly what happened, but
15 not in conversation. I mean, I just can't do
16 it.

17 Q: That's fine. So you gave your copies of the
18 papers to Margo Peirce?

19 A: Yeah.

20 Q: And then what is the next thing that you
21 learned?

22 A: They said that they needed new architectural
23 drawings and new engineering drawings.

24 Q: All right. They said. Who is they?

25 A: At first it was Shaun.

1 Q: He said that to you?

2 A: No, he said it to Nassar.

3 Q: All right. He said that after ---

4 A: Nassar and Paul.

5 Q: All right. He said that after you had
6 delivered the original ones?

7 A: Yeah.

8 Q: And so then what happened?

9 A: Well we got into a little issue with, well,
10 they didn't need to do all of that stuff.

11 Q: All right. When you say we got into an issue,
12 how did ---

13 A: Well first off, if you rewrite -- I mean the
14 code book is real explicit. You don't have to
15 redo your drawings as you go along. I mean,
16 it's very explicit how the code works. Once
17 you're approved, you're approved.

18 Q: Okay. I'm following.

19 A: Okay.

20 Q: I'm just trying to figure out who had what
21 conversation. All right. So, did you -- did
22 you get in to -- did you discuss what you just
23 said ---

24 A: I was -- yes, I was with ---

25 Q: --- with anyone at Forest Acres?

1 A: No. No. Well, I take that back. I did have a
2 conversation because we were setting up an
3 appeal board -- I had a form that Mark had
4 given me to where we were setting up the appeal
5 board meeting for -- just like with mine, okay.
6 And so I talked to someone because I didn't
7 know how all this stuff worked, but it didn't
8 -- I couldn't, as a general contractor, I
9 couldn't ask for it. He had to ask for it.
10 That was the problem. He had to ask for the
11 appeal board thing. So I got all the -- so I
12 did talk to someone.

13 Q: He who?

14 A: Alquza.

15 Q: Why couldn't you do it?

16 A: I don't have a clue. You know, this stuff --
17 again, this is a whole new thing. I don't --
18 no one knows how the appeal board works, this
19 is the very first. It was unknown to anybody
20 except for Mark Williams and Clark Frady.

21 Q: All right. So you're setting up to appeal
22 this, the requirement that you have to have new
23 drawings, is that's what you're appealing?

24 A: And -- yeah.

25 Q: Okay. And so --

1 A: And the need for a new permit.

2 Q: All right. And the need for a new permit?

3 A: Yeah.

4 Q: All right. And so in the course of setting up
5 for that, what happens?

6 A: That's when -- okay. Because of the way he
7 defined it, that's when it all happens -- I'm
8 just the -- what happened is he related it back
9 to me.

10 Q: Okay.

11 A: Basically, they end up issuing a permit.
12 Basically, I get fired. Okay. I'm terminated
13 and so ---

14 Q: Who fired you?

15 A: Alquza.

16 Q: All right. He tells you that?

17 A: Yes.

18 Q: All right.

19 A: He says you're finished, you're gone. Okay.
20 And I said, well, Nassar, you're going to need
21 a general contractor. He said no, no, they're
22 going to give me a permit. I said Nassar, they
23 can't give you a permit. You need to get a
24 general contractor.

25 Q: Okay.

1 A: And he said no, they told me that I can have
2 the general contractor. I said, well, that's
3 illegal. I said, you be careful Nassar because
4 they're messing with you. Okay. And
5 basically, what they were doing was being very
6 nice to him because they knew that he would be
7 a very bad witness against you for me.

8 Q: All right. So, Nassar tells you you're fired?

9 A: Uh-huh (affirmative response).

10 Q: And he tells you that they are going to issue
11 a permit directly to him?

12 A: Right.

13 Q: And what else did Nassar tell you?

14 A: And they don't have to do anything.

15 Q: They don't have to do anything?

16 A: They don't have to fix anything. He doesn't --
17 you know, there's no handrail on that thing out
18 there. There's all kinds of -- he gets to do
19 whatever he wants to do.

20 Q: All right. And any other things that Nassar
21 told you about or that anybody else told you
22 that was said, that they said was said to them
23 by somebody at Forest Acres?

24 A: Well, Paul told me that in the conversation
25 with Shaun, I was the topic of conversation.

1 I was the asshole of the day.

2 Q: Okay.

3 A: Okay. And I was a very bad contractor. I was
4 bad news, you know. And they were telling
5 Nassar this. That he needed to get rid of me
6 and get a new contractor.

7 Q: All right. And who was saying that?

8 A: Shaun.

9 Q: Shaun?

10 A: Yeah.

11 Q: All right. So Shaun Greenwood, according to
12 Paul Cowell, said that?

13 A: Yeah.

14 Q: All right. And -- okay. And they had just the
15 one meeting with Shaun Greenwood that you're
16 aware of?

17 A: That I'm aware of, yeah.

18 Q: All right. I hate to do this, but let's take
19 another break.

20 A: Okay.

21 MR. PORTER: Yeah, let's do that.

22 (A lunch break was taken from 1:00 p.m. until 1:46
23 p.m.)

24 Q: All right. We're back on the record. We took
25 about a 45 minute break. Mr. Haynie, during

1 that break, did you have a conversation with
2 you lawyer or anyone about the substance of ---

3 A: No.

4 Q: --- your deposition?

5 A: No.

6 Q: Now, before we -- just before we got back on
7 the record, you asked me if you could make an
8 addendum to your testimony earlier about your
9 other litigation?

10 A: Yeah.

11 Q: And I'm happy to receive that.

12 A: Okay.

13 MR. PORTER: And I'll jump in.

14 MR. SHEALY: Okay.

15 MR. PORTER: He did ask me if he could make an
16 addendum and I said ask Kirby.

17 MR. SHEALY: Okay.

18 A: What it is is just -- we have an action before
19 the Administrative Law Court about the court
20 procedures on the assessment ratio ---

21 Q: Yes, sir.

22 A: --- and I was -- my motion to intervene was
23 accepted so I am now -- I am listed now on the
24 caption as an intervener on that litigation.

25 Q: Okay. And that -- from looking at the

1 discovery responses, is that your daughters ---
2 A: Weill, it's ---
3 Q: --- or your wife's?
4 A: My wife is the 90 percent owner and she is the
5 ten percent owner.
6 Q: Okay.
7 A: Okay. But it's about the taxes with the --
8 with the Richland County Treasurer.
9 Q: Yes, sir. All right. Thank you ---
10 A: You're welcome.
11 Q: --- for summing that up.
12 A: Okay.
13 Q: Okay. I think we were talking about Covenant
14 Road when we left off ---
15 A: Right.
16 Q: --- and you told me what you had been told
17 about the conversation that took place at
18 Forest Acres that you were not present for but
19 one of your sub-contractors was present for,
20 correct?
21 A: Yes.
22 Q: All right. And after Nassar Alquza terminated
23 you from that project, have you had any other
24 dealing with that project at all?
25 A: I was over there because in the process of that

1 LLR thing ---

2 Q: Right.

3 A: Basically, there's a very really safety issue
4 over there. I mean, I don't want to be liable
5 for it. So I reported it to the LLR ---

6 Q: Okay.

7 A: --- that they needed to address the situation
8 ---

9 Q: All right.

10 A: --- and my last correspondence, I think you've
11 got it over there someone in that paperwork.
12 I basically said, okay, I've told you about it,
13 now it's yours.

14 Q: Okay.

15 A: There are some big safety issues and you own it
16 now.

17 Q: Now, the correspondences that you're talking
18 about, did you dispatch those in an email or a
19 letter to ---

20 A: A letter to the head wigs of the LLR.

21 Q: At the Department of Labor, Licensing and
22 Regulations?

23 A: Uh-huh (affirmative response).

24 Q: Okay. And that was the last dealings you had
25 with that project?

1 A: No. No. I went over there -- Nassar didn't
2 pay Paul so I attempted to intervene on his
3 behalf to get him paid.
4 Q: All right. And were you successful?
5 A: Well, Paul's happy, I'm not.
6 Q: Why?
7 A: He actually owes him another five or six
8 thousand dollars.
9 Q: Okay.
10 A: But you can't get Nassar any more.
11 Q: What money, if any, did you loose in that
12 project?
13 A: Well, I lost -- for doing the rest of the work
14 I would have lost whatever came with that and
15 I was also evicted, you know, I was also -- I
16 was turned out of the shop.
17 Q: Okay.
18 A: Yeah. I was ---
19 Q: You were renting the -- the space you were
20 renting on Covenant Road, you were renting from
21 ---
22 A: Alquza.
23 Q: --- Alquza?
24 A: Yeah.
25 Q: Okay. And did you have to rent space from

1 someone else after that?

2 A: No, I mean, I was out of business. I didn't
3 need a -- you can't do business when you're not
4 in business.

5 Q: All right. So the result to you from a
6 financial standpoint of that whole episode was
7 that you stopped having to pay rent for the
8 shop space?

9 A: Uh-huh (affirmative response).

10 Q: All right. That's one thing.

11 A: Right.

12 Q: And how much were you paying in rent?

13 A: It was -- I think it was -- I think six or
14 seven hundred dollars a month.

15 Q: Were you paid in full for the work that you did
16 do on that space?

17 A: No, but I wasn't really keep it track of that.
18 It was a -- really, up until that point, it was
19 a reasonably friendly -- Nassar seemed to be a
20 really good guy. Turns out, I was wrong.

21 Q: Okay.

22 A: But he seemed to be a pretty decent character
23 but I'd retract that now.

24 Q: Okay. So at the you were terminated, he owed
25 you and hadn't paid you sums that ---

1 A: Probably so but I hadn't billed him. I hadn't
2 given him any bills or anything but I had done
3 work and I was due money.

4 Q: But do you have any idea how much?

5 A: No.

6 Q: And do you know how much the value of what work
7 was left to do on that project? What the value
8 was ---

9 A: Probably -- I would guess the whole job was
10 about 150 thousand and we were going to have --
11 it was probably about 70 or 80 thousand dollars
12 left to do and typically I would make 20
13 percent of that, so.

14 Q: All right.

15 A: You know, I guess since it was not -- I don't
16 know how it finished out. You know, he --
17 when I last saw it they were installing the
18 kitchen -- actually, they were waiting on Frady
19 and some specialist from ADA to show up and say
20 something about whatever was happening on the
21 bathroom.

22 Q: Okay. All right. Have we described all of the
23 -- sort of all of the interactions that -- with
24 people employed by Forest Acres that has given
25 rise to your lawsuit?

1 A: No.

2 Q: What have we left out?

3 A: Well, one -- I'm not sure how much this would
4 have anything to do with it, but in the spring
5 -- actually, the early summer of '11, either
6 Lee Holloway called David Adams -- the Citadel
7 boy, Lee Holloway called Citadel boy David
8 Adams at the Treasurer's Office -- or Mark
9 Williams called John Cloyd at the Treasurer's
10 Office and told them that I was renting a place
11 and I shouldn't be allowed the four percent
12 thing and that they should review everything
13 that I was doing.

14 Q: All right. And how do you know that a call was
15 placed?

16 A: Well, first off, y'all -- in your records it
17 shows that he talked to Cloyd, okay? And that
18 the only thing Cloyd was working on. See, what
19 they did was, was they rescinded the four
20 percent ratio and they reappraised -- even
21 though the house was inhabitable, they upped
22 the appraisal from 150 to 175 thousand dollars.

23 Q: All right. But you don't know who placed the
24 call, do you?

25 A: No, no.

1 Q: All right.

2 A: But it was Forest Acres.

3 Q: All right. Have we know described all of the
4 interactions that give rise to your lawsuit?

5 A: Well, let me make ---

6 MR. PORTER: Object to the form. You can go ahead.

7 A: I'm not -- I'm not sure. The price -- I mean,
8 now I worry about my memory and when I'm
9 sitting in bed at night I can think of all
10 kinds of crap and I was trying to think of --
11 have I told you everything? I don't know.

12 Q: All right. Well, what I'm trying to do is know
13 what I'm defending.

14 A: Okay.

15 Q: Okay?

16 A: Yeah.

17 Q: And have you seen the complaint that was filed
18 on your behalf?

19 A: Yes.

20 Q: Okay. The paragraph eight of your complaint --
21 and I'll let you read it. It says sometime in
22 the beginning of 2007 and continuing through
23 2010, it became apparent that the Defendants,
24 Frady, Greenwood and Williams, for their own
25 personal reasons had become annoyed and even

1 angry with the Plaintiff personally for reasons
2 other than the quality of his construction work
3 and began to single him out for desperate and
4 unfair treatment in the processing of building
5 permits and in unwarranted inquiries,
6 inspections and investigation leading to
7 numerous charges against the Plaintiff for
8 violation of building codes and other City
9 ordinances relating to the conduct of his
10 business which were groundless and instituted
11 solely for the purposes of harassing causing
12 and damages.

13 A: Uh-huh (affirmative response).

14 Q: You have described ---

15 A: I think I have covered. I'm just -- I worried
16 about missing some details, so.

17 Q: Okay. But you believe as you're sitting here
18 that you've talked about everything ---

19 A: I've talked about everything.

20 Q: We've talked about everything that paragraph
21 eight of your complaint is attempting to
22 discuss?

23 MR. PORTER: Just continue that objection.

24 A: I'm just -- I'm just going to have to kind of
25 leave it there. I can't definitively answer

1 that, but I believe so.

2 Q: All right. I understand. But that's what you
3 believe as you sit here?

4 A: Yeah.

5 Q: All right. And then you mentioned the shed,
6 the second shed ---

7 A: Yeah.

8 Q: --- and Mr. Frady's inspections about the
9 second shed.

10 A: Uh-huh (affirmative response).

11 Q: Now, what we didn't get in to was the complaint
12 that you brought against Mr. Frady with the
13 Department of Labor, Licensing and Regulation.

14 A: Uh-huh (affirmative response).

15 Q: Correct?

16 A: Correct.

17 Q: All right. You filed a complaint?

18 A: I filed a complaint, yes.

19 Q: All right. And presented documents and various
20 other things to LLR ---

21 A: Correct.

22 Q: --- in support of that complaint?

23 A: Correct.

24 Q: And was that complaint investigated?

25 A: Yes. I'm not sure -- I thought, at the time

1 because Jerry Merritt, he's an ex FBI guy, he
2 met with me along with -- he's now the head of
3 LLR. I can't think of his name. But he
4 supposedly is a code expert, okay, they sat
5 there and they agreed -- they agreed with
6 everything, that there were big code
7 violations. They were like monster problems
8 over there at Covenant Road. My property, it
9 was -- they agreed but it was less jumping --
10 jumping out on you. But then they diddled
11 around because Frady didn't respond to their
12 inquiries and it went on for quite some period
13 of time and in the interim -- the LLR has a
14 licensing methodology where if you're not
15 qualified for the job -- and Frady was not
16 qualified for the job. When you sign up --
17 when was it? I think he signed up with Forest
18 Acres in February or March of 2010. They give
19 you a year to be -- to become -- to get
20 certified in all of the things in the -- and
21 for him, all he was was residentially
22 certified. He had no certification whatsoever
23 in commercial, okay?

24 Q: Okay.

25 A: Which was a problem because he was in -- he was

1 inspecting commercial properties and giving --
2 opining on commercial stuff. Okay. In March
3 or April, I asked the LLR and Williams, I asked
4 him if he was certified and Williams said no.

5 Q: This was in March of what year?

6 A: Of 2011.

7 Q: Okay.

8 A: He told me, no, he was not. He had not passed
9 his certification yet. And then two months
10 later or something when Clark Frady -- Clark
11 Frady did not pass his commercial
12 certification, okay. Two months later when he
13 had not passed his certification they made him
14 the chief building official. Well that puts
15 him into another category where they allow him
16 two years to become certified. So basically,
17 they retroactively fixed him so he could go
18 another year without being properly certified.

19 Q: All right. So in May of 2011 he was elevated
20 to Chief Building Official?

21 A: I can't say exactly when but it was some where
22 -- basically, Margo was fired -- he was made
23 the Chief Building Official and he fired Margo.
24 Okay?

25 Q: Okay.

1 A: And he was not qualified at the point but they
2 allowed him, it's what they call a provisional
3 certification.

4 Q: All right. Now, who told you these things?
5 How did you come to learn these things?

6 A: Well first off, you can go online and look up
7 ---

8 Q: Okay.

9 A: And I did that with him to make sure. I went
10 and called Williams, okay. And I got mad at
11 him when they -- they said they had
12 retroactively gone from the one year to the two
13 year. I got very upset at that process. And
14 you might say that he decided that we were
15 going to battle.

16 Q: Okay.

17 A: And everything kind of died at that point.

18 Q: I don't know what you mean.

19 A: Well first off, there was supposed to be some
20 sort of hearing which I never heard about. I
21 got a letter about six months later that said
22 we've met and decided that you have no case.
23 Which I found to be odd. And the other thing
24 -- and Barry Epps was fired because he was --
25 the grounds for him being dismissed was when he

1 -- now, he passed two of three commercial
2 certifications but he failed the electrical by
3 some small amount and Mark Williams fired him
4 for not passing that one certification. I
5 think it had more to do with Barry Epps. He
6 was tired of beating up on me and Pasta Fresco.

7 Q: How did you come to learn or ---

8 A: Barry told me.

9 Q: Again, I haven't finished asking you the
10 question.

11 A: Oh, I'm sorry.

12 Q: How did you come to learn why Barry Epps was
13 terminated?

14 A: Lee Holloway said it was for cause.

15 Q: Lee Holloway told you it was for cause?

16 A: Yeah. And Barry told me the cause was that he
17 didn't pass that third certification.

18 Q: All right. And ---

19 A: He passed two of the three.

20 Q: And he was terminated when?

21 A: It was ---

22 Q: If you know?

23 A: Probably the middle of '08. I'm not certain
24 when -- exactly when it happened.

25 Q: Okay. All right. And so that's three years

1 before what you were talking about that was
2 going on in 2011?

3 A: Right. They had an interim inspector and then
4 Frady. And I didn't know -- I didn't have any
5 cause to know Frady until this thing happened
6 so.

7 Q: All right. Well, my original question along
8 this line of inquiry was the LLR investigating
9 the claim that you made, correct?

10 A: Yes.

11 Q: All right. Did they sit down and talk to you
12 as part of that investigation?

13 A: Yes.

14 Q: And did you give them a statement of some sort?

15 A: I'd guess you'd call it that, yeah.

16 Q: All right. And you said that in the
17 conversation with you that they agreed with
18 what you -- with your perspective about things?

19 A: Yes.

20 Q: And in this conversation that you had with
21 them, did they agree with your view of the
22 facts that took place when?

23 A: Just a guess, I'd say July of '08. June or
24 July of '08, some where in there.

25 Q: All right. About Frady?

1 A: About Frady, yeah.

2 Q: In July of '08?

3 A: No, no. Excuse me. In '11, 2011.

4 Q: Okay. And then you said, and then things kind
5 of died.

6 A: Yeah, I didn't hear anything else until quite
7 a long time afterwards.

8 Q: And you said that the reason things -- that you
9 didn't hear things was because Mr. Frady was
10 not responding to their request?

11 A: Well, at first. I was -- oh, I can't -- the
12 guy who was running things -- because I was --
13 I was kind of bothering him to see where he
14 was. Well, anyway. He said he hasn't been
15 able to -- Frady hadn't returned his calls,
16 this was after a month. And he said that he
17 was going to go and see Frady, I think in the
18 next week or two. And from what I understand
19 that did quite go as planned either. It was
20 like -- it got pushed out to somewhere. But I
21 was -- it bothered me that he didn't seem to be
22 working to hard on it.

23 Q: All right. The folks at the LLR were not
24 working hard enough?

25 A: Right.

1 Q: And the person that was running the
2 investigation, wasn't Gary Wiggins?

3 A: No. Well, no. It was -- the guy that --
4 Wiggins was the head of the LLR and -- he's got
5 a real easy name.

6 Q: If you can't remember, you can't remember.

7 A: Yeah.

8 Q: Okay.

9 A: He's a -- he's a very knowledgeable code person
10 and -- but he is now the head of LLR.

11 Q: All right.

12 A: He took over Wiggins job.

13 Q: Okay. And do you know if other witnesses were
14 contacted in this part of the LLR's
15 investigation?

16 A: I gave them some people to contact, one was
17 Barry Epps.

18 Q: Okay. And then time passed and you received a
19 letter that said your complaint was dismissed?

20 A: Right, yeah.

21 Q: All right. Did you take in any action in
22 response to that?

23 A: I didn't see what I could do at that time.
24 I've had a little difficulty with City Hall and
25 the governmental stuff.

1 Q: All right. And the complaints that you made
2 about Clark Frady, did those -- did you
3 complain about the way he handled the building
4 of the second shed on Brentwood?

5 A: Well the two basic parts of the complaint were,
6 one, he was incompetent, he didn't know what he
7 was doing. The second was he wasn't enforcing
8 -- he was very unevenly enforcing -- he was
9 hammering me and letting Westmoore go by. But
10 the one on Shannon Springs, at the exact same
11 time, he was -- a guy -- a guy landscaper,
12 there's a -- Shannon Sprigs right there by the
13 Satchel Ford school, he has a business that's
14 almost identical to mine, general contracting,
15 he does landscaping and stuff like that. He
16 has a shop and a parking lot on the back of his
17 property and he was building an addition on his
18 house that was being inspected by Frady at the
19 same time he was doing this. Now, over there,
20 they didn't have any issue with him doing
21 business as in his backyard and doing -- they
22 didn't find anything wrong when they did his
23 inspections and he was just -- he came just
24 rubber stamped it and he was -- as a matter of
25 fact they didn't bother to call the County to

1 tell them they were -- they needed to look at
2 the -- do what they did with me with the
3 assessment ratio and the value because they --
4 the County didn't take a look at them until
5 another year after mine.

6 Q: All right. So your complaint had to do -- I'm
7 just trying to get ---

8 A: Something reminded me of something.

9 Q: Okay. I'm trying to get my arms around the
10 scope of the complaint that you made.

11 A: Sure.

12 Q: You said he was incompetent, you said that he
13 was enforcing the ordinances unevenly, correct?

14 A: Very much so.

15 Q: All right. And part of the enforcement that
16 was being enforced unevenly was with respect to
17 how the inspections took place on Brentwood
18 Drive, correct?

19 A: Yes.

20 Q: All right. And part of that had to do with how
21 he handled the Covenant Road project, correct?

22 A: That was in -- yes. Both of those in contrast
23 with what he was doing elsewhere.

24 Q: All right. I want to break down the individual
25 Defendant's and the interactions that you've

1 had with them and make sure I understand the
2 conduct that you are complaining of with
3 respect to the two -- all three of them. I
4 represent all three of them.

5 A: All right.

6 Q: Is the conduct that you have described with
7 respect to Mr. Frady -- strike that. Have you
8 described the conduct with respect to Mr. Frady
9 that has given rise to your lawsuit?

10 A: Yes, part of it.

11 Q: And what else?

12 A: Well, they're -- he's the General and he's the
13 Colonel (indicating) and Frady is the marching
14 solder.

15 Q: Okay. All right. But I'm just talking about
16 your interactions -- the interactions that you
17 had with Mr. Frady, that have given rise to the
18 lawsuit.

19 A: I'm not sure what you're asking about.

20 Q: Well, obviously, you can only testify to what
21 -- you know, what you know and what
22 interactions you had with other people, right?

23 A: Yeah.

24 Q: All right. And the interactions that you had
25 with Mr. Frady that have given rise to this

1 lawsuit ---

2 A: Uh-huh (affirmative response).

3 Q: --- you have described here today?

4 A: Yeah.

5 Q: All right. There may have been things that
6 happened that you don't know about, that you
7 can't testify to from your own knowledge, but
8 have you told me everything that -- all of the
9 interactions with Mr. Frady that have given
10 rise to this lawsuit?

11 A: Well I -- I kind of -- I've got a problem
12 answering because you're trying to make me give
13 you an answer that says he was the guy.

14 Q: All right. I'm sorry. I don't mean to be
15 doing that.

16 A: Okay. Well -- because I think I've described
17 everything that he did ---

18 Q: Right.

19 A: --- and so I ---

20 Q: And I'm going to move to the other people.

21 A: Okay.

22 Q: Okay?

23 A: Okay.

24 Q: I just want to make sure I know what ---

25 A: Okay.

1 Q: What you have alleged that Frady did.

2 A: I'm -- yeah. I think close enough.

3 Q: Okay. Now, Mark Williams. Have you described
4 what Mark Williams did that has given rise to
5 this lawsuit?

6 A: Probably mostly because I'm not entirely sure.
7 I know he was at the head of it but he would
8 always defer to other people. I mean,
9 basically, other than a few handful of emails,
10 he always deferred to Shaun Greenwood or Clark
11 Frady ---

12 Q: All right.

13 A: --- to answer or take care of.

14 Q: And the emails that you're talking about -- all
15 of the emails that ---

16 A: I think you have them all.

17 Q: Well ---

18 A: Okay.

19 Q: --- hold on.

20 A: I'm sorry.

21 Q: Okay. All the emails that came from Mark
22 Williams were -- you saved them and produced
23 them in discovery?

24 A: Uh-huh (affirmative response).

25 Q: Yes?

1 A: Yes.

2 Q: All right. But you said that he was at the
3 head of this, is that what I understood you to
4 say?

5 A: It's somewhere way up. It's either him or Lee.

6 Q: Okay.

7 A: I mean, I don't ---

8 Q: You named ---

9 A: You know, I wasn't ---

10 Q: You named Mark Williams so I'm trying to know
11 what is it that --- what reason gave rise to --
12 -

13 A: He's the City Administrator and I think by his
14 position -- I think it's safe to infer that he
15 is the guy.

16 Q: All right. Okay. So you have inferred from
17 your dealings with various employees of Forest
18 Acres that Mark Williams is sort of the ring
19 leader?

20 A: Yes.

21 MR. PORTER: Object to the form.

22 A: Okay.

23 Q: Any interactions with Mark Williams outside of
24 the email correspondents that you've produced
25 in discovery that you believe would have --

1 that justifies the lawsuit that you brought?

2 A: Well, only my misunderstanding. I mean, my
3 first meeting with him was a very pleasant
4 meeting, okay. When I went in and saw him
5 about -- I think about the parking or
6 something, he was very nice, very obliging and
7 assured me that the City wasn't applying the
8 rule -- because our first issue was parking.
9 That was -- because we live right across the
10 street, we had a big parking problem. And I
11 was being ticketed for things that no one else
12 was being ticketed ---

13 Q: Again, this goes back to 2008?

14 A: Uh-huh (affirmative response).

15 Q: And the tickets weren't being issued to you,
16 they were being issued to people parking in
17 your ---

18 A: No. No. This is a different -- there were two
19 other tickets, okay.

20 Q: Okay.

21 A: I was given a parking ticket, okay, for parking
22 outside of my house. Okay? When they have
23 functions, Forest Acres, everybody lines up on
24 both sides of the road and they ignore the no
25 parking signs, okay. And as far as I know, I'm

1 the only person who has ever been given a
2 parking ticket for parking on Falcon Drive.

3 Q: When was -- when did that happen?

4 A: That was probably '07 or '08.

5 Q: Okay. A long time ago?

6 A: Yeah.

7 Q: Okay. And that was the first interaction you
8 had with Mark Williams?

9 A: Yeah.

10 Q: And it was a pleasant interaction?

11 A: Yes, it was informal.

12 MR. PORTER: Counselor, was that -- that was the
13 first interaction you had with Mark Williams?

14 MR. SHEALY: I think that's what he said.

15 MR. PORTER: I thought we were on the subject of Mr.
16 Greenwood, that may be my own misunderstanding.

17 MR. SHEALY: No, I moved to Mark, yeah.

18 MR. PORTER: Sorry, it's that time of day.

19 MR. SHEALY: Yeah.

20 MR. PORTER: Late afternoon.

21 MR. SHEALY: It's okay. I was just going by the way
22 their seated next to me at the table. It's not
23 by any other ---

24 MR. PORTER: Okay.

25 Q: Okay. Have you had any unpleasant interactions

1 with Mark Williams?

2 A: I had -- I was -- I had a problem and then --
3 see -- see, I don't know what triggered all
4 this because I went from best friend of Forest
5 Acres, you know, I gave Ginger Dukes, when she
6 was 50 years old, she took a ride on the back
7 of my motorcycle because her husband didn't
8 know how to ride on the back of a motorcycle.
9 And we did this moonlight ride, you know,
10 because she wanted to ride on a motorcycle,
11 okay? So I was -- and I did all the work in
12 their yard. I did work at Lee Holloway's
13 house. I was best friends. When someone
14 needed something, they called me, okay. And
15 something happened, I don't know what, but
16 something happened in '07 or '08. I suspect it
17 has something to do with Cash, okay, but
18 something happened ---

19 Q: Paul Cash?

20 A: Yeah. That -- because, you know, he, Paul, is
21 Lee Holloway's nephew ---

22 Q: Okay.

23 A: Actually, it's Carol is his niece and you know,
24 and I think Lee referred him to you and you
25 gave to Griffin, okay. So, I -- I don't know.

1 I'm just reading between the lines. But
2 something happened because I went from best
3 friend to public enemy number one. And I don't
4 know what called that.

5 Q: All right. But my question to you was have you
6 ever had an unpleasant interaction with Mark
7 Williams?

8 A: Not an unpleasant meeting. An unpleasant email
9 thing. I mean, because his response to our
10 thing on the -- I think it's just garbage.

11 Q: Okay. You just didn't like the -- you didn't
12 like his emails?

13 A: He didn't address the problem?

14 Q: All right. But he wasn't ever unprofessional
15 or ---

16 A: I don't think you can get all of that from an
17 email.

18 Q: All right. So it was just -- what, the emails
19 that you got, you just didn't like his approach
20 to this or ---

21 A: No, to this day I can't tell you that I don't
22 like him. I don't have a reason not to like
23 him except for this.

24 Q: Okay. All right. So have we talked about
25 everything that you are aware of ---

1 A: Yeah.

2 Q: --- that has given arise to your complaint,
3 against Mark Williams?

4 A: (Shakes head positively.)

5 Q: Okay. Shaun Greenwood ---

6 A: Yeah.

7 Q: --- you mentioned Shaun Greenwood handing out
8 tickets, I think in '08?

9 A: Right.

10 Q: All right. What else -- where else does Shaun
11 Greenwood play into this lawsuit?

12 A: Well he apparently is very good friends with
13 Jeff Crane, okay?

14 Q: Okay.

15 A: And he ---

16 Q: What makes you think that?

17 A: Well how else do you get that kind of activity?
18 I mean, we've got the guy right down the street
19 from me who has complained forever about
20 Preacher Wood about his construction that is
21 right across the street and nothing happened.
22 Okay. So over on -- in the file, there's a
23 picture, Hank Gannis is an USA inspector,
24 there's a guy who lives across the street from
25 him that always has a bobcat parked in his

1 front yard and he was Haynesman complained for
2 six or seven years, okay, nothing happens.
3 There's a house on the point of entry and
4 Atascadero, which no one lives in, that is a
5 business, okay? I mean, it is a, I mean, it's
6 a -- the guy doesn't live there and the
7 equipment -- it is loaded with equipment all
8 the time. All of this stuff I pointed out to
9 these guys and I assume he gets the word
10 (indicating) and ---

11 Q: When you say he, you're talking about Shaun
12 Greenwood?

13 A: Shaun.

14 Q: Okay.

15 A: If Shaun gets it -- if it comes from me or
16 something of mine, nothing happens. But if
17 Crane says hey -- because Crane would -- Crane
18 had asked -- the bobcat came to dig up some
19 azaleas and immediately we were -- we had the
20 Forest Acres police there and said what are you
21 doing. You know, so someone over there is
22 doing the controls and I'm assuming it's him.

23 Q: Okay. All right. The Crane complaint happened
24 when?

25 A: I don't know when he -- he must have started

1 right away and he's continued. He still does
2 it, you know what I mean? He's probably doing
3 it today.

4 Q: But the complaint that you described earlier --
5 -

6 A: Uh-huh (affirmative response).

7 Q: --- and that you've just described again took
8 place in what year?

9 A: It was -- okay. That particular one was '08,
10 but in '09, Crane did an addition/remodel. He
11 had all of his crap in the front yard where
12 anybody could see. guess who didn't have to
13 have a permit? Carne didn't. If Shaun is
14 friends -- I assume Shaun is if -- because
15 somehow he was able to do that and he didn't
16 have a permit. Okay? And just three months
17 ago he complained because I had a dumpster
18 parked there because we were doing major
19 remodeling and he -- he is complaining about
20 the dumpster in the front yard, okay? And you
21 know, now, I mean, he said because he's not
22 there anymore but there's no ear for him to
23 talk to so nothing happened but I know he quite
24 --

25 Q: All right. But what I'm trying to make sure

1 that I understand is what you allege Shaun
2 Greenwood did in response to your complaints.
3 You said that he wrote -- did he take action in
4 2008 in response to a complaint to a response
5 from Mr. Crane?

6 A: Yes, he was all over -- on one of the stop
7 orders his name was on there. He wrote the
8 letter. He was intimately involved with it.

9 Q: All right. And that's all in 2008?

10 A: That was in '08, yes.

11 Q: All right. Where -- what other actions that
12 you are aware of that Mr. Greenwood took place
13 in?

14 A: I can only assume that when Frady got involved
15 -- because Greenwood was still there when Frady
16 was -- when Frady was -- Greenwood left shortly
17 after, sometime in the summer of '11, okay.
18 And I was told that the mayor was glad he was
19 gone for some reason, I don't know. But it
20 was, you know, he was the Colonel, he was
21 issuing the orders and Frady was the soldier,
22 I mean that was -- I mean, someone was pulling
23 -- someone told Frady -- gave Frady enough
24 information to hate me the day he met me.

25 Q: Okay. All right. That's an assumption you've

1 made, but you don't ---

2 A: It's pretty clear dots.

3 Q: All right. Has anyone told you that that
4 happened?

5 A: No, I connect dots.

6 Q: Okay. No one had told you that?

7 A: No.

8 Q: And you've seen no documents or writing of any
9 kind that have led you to that conclusion, is
10 that correct?

11 MR. PORTER: Object to the form. You may answer.

12 A: Well, I'm sitting here wondering how he got to
13 do these things because I don't believe he is
14 licensed by the LLR to do any kind of code
15 enforcement.

16 Q: All right. I'm going to ask you a couple of
17 things about another paragraph in your
18 complaint.

19 A: Okay.

20 Q: In paragraph 18, it says, on several occasions
21 defendant Frady embarrassed the Plaintiff
22 publicly in the presence of other people and
23 even on occasions called in law enforcement to
24 give the false impression that the Plaintiff
25 was a dangerous person who might do him harm.

1 Where -- what -- I don't know that anything
2 that you've described here today gives rise to
3 that. At what point did Clark Frady describe
4 you as a dangerous person who might do him
5 harm?

6 A: All right ---

7 MR. PORTER: Object to the form.

8 A: --- one of the incidences ---

9 MR. PORTER: You may answer.

10 A: --- in Forest Acres was when two police
11 officers stopped someone they've got a
12 dangerous criminal, because they've got the
13 blue lights going, well on that morning -- in
14 the morning, I had all of the blue lights
15 flashing and it was, like I said, the SWAT team
16 was there and this ---

17 Q: This is the SWAT team incident, correct?

18 A: Yeah, yeah.

19 Q: Okay.

20 A: And that's pretty clear. I mean, you don't
21 have to have a big imagination to perceive
22 that, you know, people are watching that, you
23 know, and people were aware of what's going on.
24 And you know, I don't see how I come out
25 smelling like anything but a really bad guy.

1 Q: All right. But -- and you don't have any
2 actual proof that Clark Frady called the police
3 to be there, do you?
4 A: Well I ---
5 MR. PORTER: Object to the form.
6 Q: I'm asking you the question, do you have any
7 proof?
8 MR. PORTER: Same objection.
9 A: Someone called them.
10 Q: Okay. But, I mean, the allegation here in
11 paragraph 18 of your complaint is that Frady
12 did this.
13 A: It was either him or him or him (indicating).
14 Q: You're saying it was either Frady or Greenwood
15 or Williams?
16 A: Yes.
17 Q: All right. It has nothing to do with Mr.
18 Fraley; is that -- he wasn't ---
19 A: No, why would he do that? I mean, it's ---
20 Q: Gosh, I don't know.
21 A: I've always done whatever he said.
22 Q: Okay.
23 A: Without any incident..
24 Q: Okay. But you made the allegation in your
25 complaint that Frady did this and I want -- my

1 question to you is why did you reach the
2 conclusion that it was Frady ---

3 A: It was ---

4 Q: --- as opposed to anyone else?

5 A: All right. Well, I think -- and like I said --
6 and you'll argue that it's just wet. But I
7 think that it's just -- that it's -- I think he
8 may have called -- he called Greenwood and
9 Greenwood called Frady.

10 Q: All right. You also said in a supplemental
11 response to that -- or in, you know, in an
12 interrogatory answer where you focused upon
13 that particular paragraph, you said that Mr.
14 Frady had embarrassed you in front of Mark
15 Miles, Margo Pierce, Paul Coulis, Michelle
16 Goodwin, Dave Cook and crew, Manuel Figuario ---

17 A: Right.

18 Q: --- Joe Fraley and bystanders?

19 A: Uh-huh (affirmative response).

20 Q: Is that a yes?

21 A: Yes.

22 Q: Okay. Let me -- Mark Miles, was that your
23 employee?

24 A: Employee, yeah.

25 Q: All right. And this -- when this -- this was

1 the one occasion, the SWAT team incident?

2 A: Well ---

3 Q: Is that right?

4 A: No. I think he was there also when they -- on
5 one of the days shortly after we backed up the
6 thing. Frady showed up at my property, okay.

7 Q: Shortly before what?

8 A: It was shortly after we had the permit
9 refunded, okay. We didn't need a permit, I was
10 doing a ten by ten building and Frady would
11 cruise the neighborhood looking for me to have
12 done something wrong. Well he shows up, I'm
13 there, Mark is there and Manuel is there and
14 Frady is sitting on his side of the property
15 line and he's telling me it looks like you're
16 building something bigger than ten by ten. I
17 said, no, why would I do that because I've
18 already got orders that I can't. I said, and
19 you don't have any cause to be on my property
20 because there's no permit, no nothing. And he
21 said well, the City wants me to write you up.

22 Q: Okay.

23 A: And I said, well, knock yourself out and he
24 said well give me your drivers license and I
25 said no, you better -- I'm not doing that. I

1 said, I'm sitting over here, you have no cause
2 to write me up. I said, I'm not playing that
3 game.

4 Q: All right. Did he write you up?

5 A: Not then. That's when he -- later he brought
6 the SWAT team.

7 Q: Okay. So this is after the code board of
8 appeals?

9 A: Right. We had started building the thing -- we
10 had the roof on, we had been working on it. It
11 was a -- and he was -- he was looking at it and
12 was just -- he was just thinking and basically
13 he was making some assumptions and I said no,
14 it's ten by ten and it's a hundred square feet,
15 you know, we had an engineer attest to the fact
16 that it was below the one hundred square feet
17 and that it was structurally sound.

18 Q: Okay. All right. And the people that were
19 there on this occasion when Frady came and said
20 the City wants me to write you up, but didn't
21 do it, were Mark Miles and Manuel Figaro?

22 A: Yeah.

23 Q: All right. When did Mr. Frady embarrass you in
24 front of Margo Pierce?

25 A: Well, when we had that -- when we went over

1 there and we had that meeting -- basically,
2 Margo's desk is right outside of Mark's --
3 outside of Frady's office ---

4 Q: Okay.

5 A: --- and we were having this argument and he's
6 telling me that I don't know what I'm doing and
7 I said, this is code, apply this code and I'm
8 telling him that he doesn't know what he's
9 doing but then she -- she heard that whole
10 discourse and you know, she saw me walk out of
11 there and tell him I'm going down to see Mark
12 Williams because, you know, because you're, you
13 know, he was just treating me badly, you know.
14 I wouldn't say that that was -- that she was
15 sitting there listening but she -- and I don't
16 think she took it that way but that was
17 entirely complementary to me.

18 Q: All right. So that was the occasion when,
19 according to you, he embarrassed you in front
20 of Margo Pierce?

21 A: Yeah.

22 Q: All right. Now, Paul Coulis, when did he
23 embarrass you in front of Paul Coulis?

24 A: I'm not certain that he did. That was -- I
25 think that was Shaun. Shaun was the one that

1 was telling Nassar and Paul that I was bad
2 news.

3 Q: All right. But you weren't there for that,
4 Paul told you that?

5 A: Yeah.

6 Q: But you were embarrassed to learn that that was
7 what he was saying?

8 A: Well, I'm -- I am actually pretty proud of what
9 I've done and what I do, okay. To have someone
10 in his position telling someone else that I am
11 worthless, that I don't know what I'm doing, I
12 find that to be embarrassing.

13 Q: Okay. All right. So with respect to your
14 answer to your interrogatories, number 29, when
15 you say Paul Coulis was one of the people that
16 embarrassed -- that in front of whom Clark
17 Frady embarrassed you, that's actually
18 incorrect; you mean for that to apply to Shaun
19 Greenwood, is that right?

20 A: Well to Shaun Greenwood, but I don't know that
21 he didn't do it in front of Frady, I mean, it's
22 ---

23 Q: But you don't have any evidence that ---

24 A: No, it's just -- the incident that I'm talking
25 about is the one with Shaun.

1 Q: All right. Michelle Goodwin?

2 A: Well, she's the one that it was her stumps, you
3 know.

4 Q: Right.

5 A: She' the one -- she's aware of what was going
6 on and what they did was is they ---

7 Q: What they did?

8 A: Yeah.

9 Q: What who did?

10 A: The City.

11 Q: Okay.

12 A: The City made some sort of requirements on them
13 ---

14 Q: Them ---

15 A: --- because ---

16 Q: --- meaning who?

17 A: On the Goodwins.

18 Q: On the Goodwins?

19 A: Yeah.

20 Q: Okay.

21 A: On the Goodwins because of me. That they had
22 to remove -- that this -- that they could pile
23 this on their property and the City required
24 them to move them in some ridiculously short
25 amount of time and that they had to build their

1 fence that they had -- now, just as a side
2 note, I don't think the fence was ever
3 permitted. Now, it might have been permitted
4 but it wasn't inspected because an unlicensed
5 contractor did that on Saturdays and Sundays.

6 Q: All right. So what was it that -- what was it
7 that Clark Frady did that embarrassed you in
8 front of Michelle Goodwin?

9 A: Well that was -- it was her property that we
10 were at when we moved -- on that Sunday -- on
11 that Monday that, you know ---

12 Q: What did he do that embarrassed you in front of
13 her, I don't ---

14 A: Let's see. He had all the police there and
15 he's writing citations for nothing.

16 Q: Okay. Dave Cook and crew? Who did that ---

17 A: Dave Cook is the plumber.

18 Q: All right. I mean, what did ---

19 A: Dave Cook -- well, Dave Cook -- now Dave Cook
20 is a smart cookie, okay. Dave Cook tells me
21 that they -- he's the one that they're trying
22 to enforce this nonexistent ADA requirement and
23 he basically -- Dave says, they said you
24 screwed everything up. I said Dave, I said, we
25 had those plans approved. He said, yeah, but

1 that's what Frady is doing. Frady is saying
2 that they're not -- and he's the one that told
3 me -- I didn't know, but Dave knew, it was not
4 a -- the standard was not in effect yet and
5 that he got mad -- he got mad because they made
6 him do something that was not technically, it
7 should have been -- it wasn't -- he had to move
8 something that was, like I said, like four
9 inches or something. He had to do some work
10 for them to say things.

11 Q: All right. And so what was it that was done or
12 said ---

13 A: See, I'm the general contractor, I'm the guy
14 that's supposed to make sure everything is
15 right -- is done right and he says it's done
16 wrong. For a general contractor, that's
17 embarrassing.

18 Q: Okay. All right. The palm pilot that you were
19 using, do you still have it?

20 A: I've got it but it's -- it's -- I used to do
21 everything on my palm pilot, okay?

22 Q: Okay.

23 A: I had all of my spread sheets, all of my job
24 costs, all my notes, everything was on there.
25 Well, I replaced it with this amazing I-phone,

1 okay. And I can do all this stuff on my I-
2 phone, okay?

3 Q: Right.

4 A: I have the palm pilot but it requires special
5 software and specific -- like right now -- this
6 doesn't answer your question. I've got the
7 palm pilot, and you can have it, okay, but I
8 have an issue -- there's stuff on there that I
9 want to get off and there was a program that
10 someone wrote where my spread sheets could --
11 when I'm downloading to my computer, I has a
12 special thing where Excel could read the palm
13 pilot spreadsheets and I would love to get
14 that, but they don't write the software for it
15 anymore. It's just -- it just became -- what's
16 the word?

17 Q: Obsolete?

18 A: Obsolete. It's been obsolete for about four or
19 five years. I used it about a year or two too
20 long.

21 Q: All right. I'm going to pass the baton at this
22 point. Chiefly because I'm tired ---

23 A: I understand.

24 Q: --- but I may follow up later ---

25 A: Me too.

1 Q: --- but I'm going to turn it over to Mr. Cox at
2 this point.

3 A: Okay.

4 MR. PORTER: Do y'all want to take a quick break?

5 MR. SHEALY: Yeah.

6 MR. COX: Yeah, that's good.

7 (A short break was taken from 2:37 p.m. until 2:41
8 p.m.)

9 MR. HAYNIE - EXAMINATION BY MR. COX:

10 Q: Mr. Haynie, my name is Johnston Cox. I'm
11 representing the City of Forest Acres in this
12 lawsuit that you've brought. I'm going to
13 follow up -- you've been through this process
14 a number of times as I understand and I think
15 it's probably been explained to you before that
16 the second guy up isn't going to be -- probably
17 isn't going to be a smooth because I'm going to
18 be jumping around but I've made notes of some
19 things that I want to talk to you about.

20 A: Don't make -- it doesn't bother me, but
21 hopefully you will be brief.

22 Q: Well, I'll try.

23 A: Okay.

24 Q: It depends solely on you though, okay?

25 A: Okay. I know, I'm the guy.

1 Q: Okay. All right. Tell me -- you said you got
2 your degree in industrial engineering?

3 A: Right.

4 Q: Did you ever use that degree?

5 A: Yes, I do but not in the official capacity. My
6 wife had gotten much more use out of my degree
7 than I ever did.

8 Q: All right. What does an industrial engineer
9 do?

10 A: We are an everything engineer. We are
11 efficiency experts but we study all of the
12 engineering disciplines. We deal with
13 mechanical, fluids, electrical -- we're the --
14 but we used to be -- we're the efficiency
15 experts.

16 Q: Okay. You say that you process ---

17 A: Processors.

18 Q: Systematical processes, design ---

19 A: Yeah, systems design, dynamic systems. That
20 was my thing, dynamic systems ---

21 Q: Okay.

22 A: I was very good at that.

23 Q: All right. Did you ever work as an industrial
24 engineer for any other company?

25 A: Not as an industrial engineer, but I worked as

1 an engineer for Worthing Pump International,
2 briefly. It took me two years to decide that
3 I didn't want to be an engineer.

4 Q: All right. So you weren't an industrial
5 engineer?

6 A: No.

7 Q: Well, then what kind of engineer were you?

8 A: I was influenced -- I know it's ---

9 Q: It's all right.

10 MR. PORTER: Let's go off the record for a second.

11 MR. COX: Yeah, let's go off.

12 (Off the Record from 2:43 p.m. until 2:44 p.m.)

13 Q: Okay. We're back. What did you do?

14 A: We designed -- actually, one of my jobs when
15 Richland Memorial was we built, I was involved
16 in building the pumps and compressors for the
17 -- what do you call it, for the power house.
18 That's what I did.

19 Q: Okay.

20 A: I worked on JV Serene, Lockwood Green, those
21 guys up in Greenville.

22 Q: All right. Is there such a thing at Georgia
23 Tech as a mechanical engineering degree?

24 A: Yes.

25 Q: But you did not get that?

1 A: No, that's called an M.E.

2 Q: Right.

3 A: • Yeah.

4 Q: And so you're not an electrical engineer?

5 A: No.

6 Q: Not a mechanical engineer?

7 A: No.

8 Q: All right. But you took courses, those general
9 courses of those things?

10 A: They weren't quite so general as you might
11 think.

12 Q: All right. I want to make sure of a couple of
13 things.

14 A: Okay.

15 Q: Let me ask you this. Can you name for me all
16 of the stop work orders that have been given to
17 you -- actual stop work orders that have been
18 pasted up on the thing ---

19 A: Uh-huh (affirmative response).

20 Q: --- do you know what I'm talking about?

21 A: Uh-huh (affirmative response).

22 Q: That were given to you by Forest Acres.

23 A: Well I actually got some, I think I'm missing
24 -- I think it's four or five.

25 Q: All right.

1 A: But that -- here again we are with that memory
2 thing.

3 Q: All right. So tell me what the first one was.

4 A: The first one was ---

5 Q: That was actually a stop work order placed on
6 the property.

7 A: Right. The first one was, I believe, was some
8 where in the time where we -- where they had a
9 phone conversation because he was pissed
10 because on that on he came out and posted it
11 and that was the one that said it was
12 structurally unsafe.

13 Q: That was in 2011?

14 A: Yeah.

15 Q: All right. Did you ever receive a stop work
16 order from the City of Forest Acres before
17 2011?

18 A: The one that Shaun and Gary posted that was --
19 I think that was -- it was like a less ominous
20 -- it was like, hey, stop building the parking
21 thing, you don't have a permit, but it was, I
22 think they issued -- I think I've got a copy of
23 it. They issued a stop work because I think I
24 needed to do my permit.

25 Q: To renew your permit?

1 A: Renew my permit, yeah.

2 Q: Okay. Please come in and see us, you need to
3 renew your permit before you start work again?

4 A: Uh-huh (affirmative response).

5 Q: Okay. But did they give you -- was it a formal
6 stop work order?

7 A: Well now, you might be under the
8 misunderstanding that this is not quite as
9 formal as you think it is. They post -- it's
10 this little card that they post on that says
11 stop work and stuff and they stick it on
12 something that says stop work.

13 Q: Okay. All right. And that was put on because
14 your permit had in fact expired?

15 A: Right.

16 Q: Okay. And you went in and renewed the permit
17 and that was it?

18 A: Right.

19 Q: All right. So the first -- the next thing that
20 you're talking about is in 2011, when Clark
21 Frady issued a stop work ---

22 A: Right.

23 Q: --- order on your property at Brentwood?

24 A: Right.

25 Q: Okay. And that was for the shed?

1 A: Yeah.

2 Q: All right. What other stop work order has the
3 City of Forest Acres put -- you know, posted on
4 property that you were the contractor on?

5 A: I believe they posted one on Convent Road and
6 I'm not sure -- I don't think they posted a
7 stop work order when I got the letter from --
8 Greenwood sent me a letter that said to stop
9 work, but I don't think they actually posted
10 anything.

11 Q: Okay. And you've got to tell what letter
12 you're talking about and what property?

13 A: March for Brentwood and March something letter
14 from Shaun that said -- that said your permit
15 is expired, stop working, we're not going to
16 renew your permit, we're not going to renew
17 anymore -- you're not going to get any more
18 permits and you've got to clean up the toys in
19 the front yard ---

20 Q: All right.

21 A: And I -- I can't recount what the ---

22 Q: All right. But you didn't stop work on that?

23 A: Huh?

24 Q: You actually finished that job?

25 A: I went and got permission to finish that job

1 because they had -- according to that letter I
2 was supposed to stop and I did stop and then I
3 got an extension in order to finish -- to
4 explicitly finish the electrical which is not
5 the way the code works. You don't do an
6 extension to do this, you get an extension for
7 six months.

8 Q: Okay. And who gave you that extension?

9 A: Berry Epps.

10 Q: Barry Epps?

11 A: Uh-huh (affirmative response).

12 Q: So you went it and you talked ---

13 A: Well, maybe it was -- well, I'm not sure.

14 Q: Okay. So you went -- after receiving the
15 letter you went in and said, hey, I've got to
16 finish this thing up, you went in and they gave
17 you permission to finish?

18 A: Yeah.

19 Q: Is that accurate?

20 A: Yeah.

21 Q: Okay. All right. What other stop work order
22 has the City of Forest Acres placed on any
23 property that you were general contractor on?

24 A: Well ---

25 Q: Or that you have worked on?

1 A: I don't think any.

2 Q: Okay. So the only two were dealing with your
3 property?

4 A: Actually, there were probably four with
5 Brentwood.

6 Q: Okay.

7 A: And there was one with Covenant Road and ---

8 Q: Okay. When was the one at Covenant Road?

9 A: It was after -- some what around the time when
10 they started going over there and they either
11 -- I've got an email from Frady that says stop
12 work on all of your jobs and that included
13 Covenant Road, but I'm not -- I can't remember
14 if he posted something. I don't -- now, I
15 can't -- I probably have a copy but I just
16 can't remember.

17 Q: Okay. I think earlier you said you didn't have
18 any other work going on Covenant Road when you
19 got the letter from Frady?

20 A: What's that?

21 Q: You didn't have any other work going on on
22 Covenant Road when you got the letter from
23 Frady, correct?

24 A: Yeah. Well, see Covenant Road was my job.

25 Q: Okay. But there was no work done on it?

1 A: Oh, yeah there was. Yeah, there was work,
2 yeah.

3 Q: All right. Tell me the history of Covenant
4 Road, when did work start there?

5 A: Work started in -- I think we got the permit --
6 the first permit about the middle of '09, maybe
7 fall.

8 Q: Okay. And you said work stopped?

9 A: Yeah.

10 Q: At what point?

11 A: Well we did -- we did -- we framed it up, we
12 did the electrical, we did the plumbing, we --
13 and at some point probably in 2010, basically
14 -- basically the money dried up, okay? So he
15 didn't have the money to go forward so what he
16 did was he spent his time doing cosmetic
17 things. He'd be over there working -- Nassar
18 -- Nassar was a -- he wasn't a craftsman, but
19 he was a worker, okay?

20 Q: Okay.

21 A: He'd be over there working, diddling around and
22 stuff because he has a Subway shop in
23 Charleston. He understands what he's doing.
24 He's a smart man. He's got a PHD from Alabama
25 University, he's a pretty smart guy, but ---

1 Q: All right. Maybe I should rephrase my
2 question.

3 A: All right.

4 Q: In 2009, you framed it and had a couple of the
5 inspections ---

6 A: Yeah, that -- that -- actually those -- that
7 last inspection may have been in 2010.

8 Q: Okay.

9 A: Probably was.

10 Q: All right. And after 2010, when is the next
11 time that you were actually involved in getting
12 any work done, if ever, at Covenant Road?

13 A: Oh, actually, fairly continuously because he
14 would do stuff, he would ask me -- like the
15 electrician had a line of work to -- he had to
16 run the service from -- they had a pre phase
17 service, I designed the change in service where
18 they had to step down from pre phase to single
19 phase, it's very complicated. So I did design
20 work on that -- me and my people did the -- all
21 of the conduit stuff necessary for the new
22 panel arrangements for that side and then
23 whenever he was doing something there we were
24 usually helping him. Painting the building or
25 something.

1 Q: So what was left to be done -- and this was the
2 building of three different ---

3 A: Yeah.

4 Q: --- potential ---

5 A: One, two, three, four. Four -- four, yeah.

6 Q: Okay. All right. So work resumed when?

7 A: In earnest. You know ---

8 Q: Right.

9 A: I mean, it was going on all along but there was
10 a -- he started going on it really hard core
11 the early part of '11.

12 Q: The early part of 2011?

13 A: Yeah.

14 Q: Okay. And when you say he started going hard
15 core ---

16 A: Alquza was over there and Paul Coulis was over
17 there because he had to pull all the wires --
18 I mean, it was a big job for an electrician.
19 I mean, it was about -- close to about a
20 \$30,000 dollar electrical job.

21 Q: All right. And was it at that point that you
22 alerted the City that he had some code
23 violations there?

24 A: Actually, it was the day that we first met in
25 March. Whatever that day was, I've got it

1 recorded ---

2 Q: Okay.

3 A: --- it's there. That's the day that's
4 recorded.

5 Q: Okay.

6 A: And that was the day that was ---

7 Q: Okay. You mentioned that there was some
8 concrete patio work that was done incorrectly
9 there?

10 A: Yeah.

11 Q: Okay. And that the doors were incorrectly
12 done?

13 A: Yeah.

14 Q: All right. Well you obviously were not in
15 charge of that work, correct?

16 A: No. In fact, I was very upset because people
17 knew I was doing the work and I didn't do the
18 work. I don't do stuff like that.

19 Q: All right. So he did it himself?

20 A: Yeah.

21 Q: Okay. All right. And so -- tell me what you
22 were doing as a general contractor?

23 A: Supposedly helping him but he didn't pay close
24 attention, you know, he was -- he was hard to
25 deal with.

1 Q: Okay.

2 A: I mean because he didn't want to spend any
3 money whatsoever.

4 Q: So you were the general contractor but ---

5 A: Yeah.

6 Q: --- was doing work on the building that you did
7 not supervise and that you did not approve, is
8 that correct?

9 A: Well, yeah. Now, he owns it. Now, how can you
10 have me as the general contractor tell him, hey
11 -- and I did -- where it was absolutely is
12 imperative that he follow the code, I mean,
13 that's what I live by, okay? That's when I got
14 involved in opposition to him to enforce the
15 fact that the code was to adhered to.

16 Q: Okay. All right. Because you didn't want to
17 have anything to do with that property if the
18 code wasn't adhered to?

19 A: That's right. Yeah.

20 Q: And you didn't want to have anything with him
21 if he was going to do work that was under your
22 name if you didn't have anything ---

23 A: If he wasn't ---

24 Q: --- that you didn't approve of?

25 A: If you're going to do crappy work then yeah,

1 not with my name on it.

2 Q: Got it.

3 A: No.

4 Q: All right. Were there any -- well tell me
5 this, wasn't there a time where that property
6 was pursued by East Richland?

7 A: Yeah.

8 Q: Tell me about that.

9 A: East Richland came in there and they wanted to
10 put a -- a grease trap -- we knew it needed a
11 grease trap, okay. It was already designed
12 into the plan but East Richland came in and the
13 first thing they did was they wanted the grease
14 trap to be up next to the front door. Well,
15 that's a crummy place to put a grease trap,
16 okay. Because they stink, okay. If you walk
17 into a pizza place, you don't want the grease
18 to ---

19 Q: You're talking where you get into the grease
20 trap?

21 A: Yeah, I mean, it's a big ---

22 Q: It's a hole and ---

23 A: Yeah.

24 Q: --- it's got a cover on it ---

25 A: Yeah, it's a big septic tank ---

1 Q: --- and you get the grease ---

2 A: --- for grease, okay?

3 Q: Okay.

4 A: And so when we're doing this, we go over there
5 to get it approved and the engineer over there
6 is -- what's his name -- but anyway, in the
7 process of getting that approved, they move it
8 up there, I complain that it should be down
9 hill as far as design, okay. And they tell me
10 that DHEC requires that it be likes this and
11 DHEC requires that we have to go up to a six
12 inch sewer line, okay?

13 Q: Right.

14 A: Well, guess what? DHEC had no such
15 requirements, okay. We -- they were in
16 compliance with the -- originally it was a
17 Piggly Wiggly building which had grease and all
18 that stuff that -- it was actually not even a
19 need for a grease trap but we were going to put
20 one in, okay. But there was certainly not a
21 need to go up to a six inch sewer. So they
22 come in there first off they say -- we've
23 already got a sewer tap, they want another
24 eight thousand dollars for another sewer tap,
25 which was garbage, but we don't have any choice

1 and then they say change the sewer line. Well,
2 we dig up the parking lot and we put in a six
3 inch sewer line, we put the grease trap where
4 they want it and we put in a six inch sewer
5 line. Well, guess what, we get down there and
6 East Richland has a four inch tap. You can't
7 put a six inch pipe into a four inch pipe,
8 okay. So we get into a war over -- because
9 what they wanted to do was they wanted us to --
10 first off I say, you're supposed to -- the regs
11 require that they provide a tap to the property
12 -- on the property, a six inch tap. Which we
13 can pay for, okay. Well, they decided that we
14 need to dig up Covenant Road across the road --
15 there is a 12 inch water main, there's a gas
16 main and two big sewer pipes that we're
17 supposed to -- it'd cost about 30 grande to do
18 that -- it's on the other side of the road,
19 okay? And then when we go to their little
20 hearing, which was just about as much good as
21 Forest Acres was, where they sit there and they
22 say I don't care what you think you've got to
23 do it this way, they decide that they want to
24 cure the situation. What they want me to do is
25 to dig up that pipe again and somewhere uphill

1 on the property shrink it down to four inches
2 and come in to their four inch channel. And
3 that's the way it is right now, which is not a
4 good idea.

5 Q: Okay. How long did all of that take?

6 A: We got in to -- we had to do the hearing and do
7 all that -- I had stuff on the website, I mean,
8 East Richland is a -- that's a band of thieves.
9 But it probably took -- it probably took Nassar
10 four months and it cost him in the neighborhood
11 of twenty thousand dollars.

12 Q: Okay. What four months was that?

13 A: '09, I think.

14 Q: Sometime in 2009?

15 A: Yeah.

16 Q: Okay.

17 A: That was the first thing we did was we dug up
18 the sewer and did all that stuff.

19 Q: All right. So you were in a war with East
20 Richland?

21 A: Actually, not me. Nassar is a -- he has a --
22 he's a Palestinian -- a PLO, okay? No one like
23 him, okay? He's got a big thing about dealing
24 with the government so I'm his mouth piece. He
25 didn't go to any of those, he sent me.

1 Q: Right. So you were his representative?

2 A: Right.

3 Q: So -- okay. All right. So that stopped -- did
4 that stop construction on the ---

5 A: It stopped it for -- until we got down to --
6 they -- because Barry was working on it back
7 then and I was -- I was fit to be tied, I was
8 having problems because like I said, Barry,
9 this is pure garbage. Well, Barry is -- Barry
10 is a smart guy, he understood -- he did know
11 the code and he understood the problems. And
12 I had DHEC telling him that the problem. I
13 said, Barry, we have to make this go away and
14 he said -- I said, effectively, you are the
15 plumbing inspector not East Richland so once we
16 get the building -- because what they want to
17 do is they want to find out how we went into
18 the building too, okay. So Barry said, okay,
19 I'll go out on a limb for you. You do it right
20 -- because he said, just promise me you'll do
21 it right. I said, Barry, I've always done it
22 right. I said, that's not an issue. I said,
23 just get the -- those guys off my back and he
24 said okay, I'll run interference and he --
25 well, I don't know what he did but they went

1 away, okay, and we got our taps done, we got
2 tapped in, we got inside the building and then
3 from a plumbing point of view we lived happily
4 ever after.

5 Q: All right. Did you have to renew permits?

6 A: No.

7 Q: No expirations?

8 A: No.

9 Q: Okay. Only when, in 2011?

10 A: Yeah.

11 Q: Okay.

12 A: When it -- when it became time to -- when we
13 need inspections approvals, that's when you
14 usually renew the permit.

15 Q: Okay. All right. You mentioned that the --
16 this ADA issue with the bathroom ---

17 A: Uh-huh (affirmative response).

18 Q: --- that that -- oh, what is it that you said?
19 That the ADA provision was not in effect, is
20 that -- by that, do you mean that it was not
21 effective at the time the plans were drawn or
22 ---

23 A: It was not effective at the time they were ---

24 Q: Okay. So it wasn't in effect at the time of
25 the inspection?

1 A: Yeah.

2 Q: Okay. That's what I wanted to be clear about.

3 A: The plans were drawn according to the ADA

4 requirements.

5 Q: Okay. Had you built any other sheds similar to

6 the shed you built at your house for any body

7 else?

8 A: What do you ---

9 Q: I'm sorry, at Brentwood?

10 A: Well, technically, we called -- the Cash's man

11 cave was called a -- in the court, they called

12 it a shed, okay. It was actually a man cave.

13 It was actually a nice 80 thousand dollar thing

14 but they called it a shed.

15 Q: Okay.

16 A: And I have built a ---

17 Q: I'm talking about similar to your shop?

18 A: Well ---

19 Q: Post and beam?

20 A: Yeah, I've done several post and beam

21 structures, I can't ---

22 Q: Where have you done those?

23 A: Well, now you're asking for that memory thing

24 again.

25 Q: Well, let me ask you this. Did you get a

1 permit for any of them?

2 A: I always get a permit.

3 Q: Well, were any of them Forest Acres?

4 A: No.

5 Q: They were in Richland County or ---.

6 A: Yeah.

7 Q: --- or the City of Columbia?

8 A: City of Columbia, Richland County, Lexington
9 County, so forth. We built one in Lexington
10 County I do know that.

11 Q: Do you know when that was?

12 A: No.

13 Q: About when it was?

14 A: It might have been for Eddie Richmond.

15 Q: Dr. Richmond?

16 A: Yeah.

17 Q: Have you ever done any jobs where you should
18 have pulled a permit but you did not?

19 A: No. I have done jobs where I have forgot to
20 pull a permit and I was told you better go get
21 a permit. We did a lot of work for Columbia
22 College and they're always calling me on the
23 holidays to go do stuff and there was one where
24 we -- we stopped -- we started work and the
25 City of Columbia called up and said, hey, you

1 need a permit and I -- I'd forgot.

2 Q: Okay. All right. When have you done work for
3 Columbia College?

4 A: I've done lots of work for Columbia College.

5 Q: When?

6 A: We did the library renovation, that was about
7 a \$150 thousand dollar job in 2007. In 2007.

8 Q: Okay. How about since then?

9 A: Huh?

10 Q: Have you done any work for Columbia College
11 since then?

12 A: Yeah, we did a -- during those years that I had
13 -- where I was telling you that I had work but
14 I couldn't remember what I was, we were doing
15 -- it was two rental properties that we worked
16 on. It was -- it was probably three or four --
17 they were good business for me. They never
18 asked how much, I just did it and they paid me.

19 Q: You're talking about Columbia College?

20 A: Yeah.

21 Q: Okay. I'm just looking for a year.

22 A: Well ---

23 Q: When did you do those rentals?

24 A: My last job for them was in 2010.

25 Q: 2010?

1 A: Uh-huh (affirmative response).

2 Q: Okay. Did you any more work in 2011?

3 A: No.

4 Q: Okay.

5 A: Well, let me think. I'm not certain but we may
6 have had a job in '10 that carried over to '11.

7 Q: Okay. All right. Tell me, I know you got a
8 permit for it, but tell me how the inspection
9 for the foundation is supposed to work?

10 A: Soon as you ---

11 Q: When do you call in the inspection?

12 A: Right now, the way it is as soon as you dig it
13 you call for the inspection.

14 Q: Okay. All right. And for the shed?

15 A: Okay.

16 Q: Did you call in for the inspection before you
17 actually put the post in the ground?

18 A: No.

19 Q: Why not?

20 A: Because I didn't need to.

21 Q: You didn't need to?

22 A: No.

23 Q: Okay.

24 A: No, the foundation inspection is for what
25 you're -- you dig -- that had a toe down

1 footing and then that's -- that's all it was
2 going to be was a toe down footing.

3 Q: So you didn't need to let the inspector see the
4 toe down footing before you ---

5 A: No, that's what you -- what he was called there
6 to do was to look at that and ---

7 Q: Could he look at it?

8 A: I don't ---

9 Q: How could he look at it?

10 A: Because it was done. I did it.

11 Q: There were post in it, right?

12 A: Yeah.

13 Q: Okay. So how -- could he see down to the
14 bottom of the hole?

15 A: Yeah.

16 Q: Okay. All right. So the post were in, the
17 dirt was put back on top of it?

18 A: No, the dirt wasn't back on it. I was
19 inspectible, every thing could be inspected.

20 Q: Okay.

21 A: It was in proper form for inspection.

22 Q: Okay. So he could see exactly what the footing
23 looked like?

24 A: Yeah.

25 Q: Okay.

1 MR. COX: Can we take a two minute break?

2 MR. PORTER: Yeah.

3 (A short break was taken from 3:08 p.m. until 3:10
4 p.m.)

5 Q: All right. Mr. Haynie, getting back to 2007,
6 2008 time frame.

7 A: Okay.

8 Q: You agree that during that time frame that Jeff
9 Crane, your neighbor, was making complaints
10 about your yard and your ---

11 A: Yeah, we -- now, I didn't know it then ---

12 Q: You didn't know?

13 A: We didn't know who but I found out when I got
14 the email.

15 Q: All right. So you agree that neighbors were
16 complaining about the condition of the property
17 around that time?

18 A: Oh, yeah.

19 Q: All right.

20 A: There were three of them.

21 Q: There were three neighbors?

22 A: Yeah.

23 Q: Who were they?

24 A: Jeff Crane and the guy right next door. Now,
25 he killed the dog, okay. And then the --

1 what's their name?

2 Q: Goodwin?

3 A: Goodwin, yeah.

4 Q: All right. So who was the person, the other
5 person? Goodwin and then who else?

6 A: He's the -- see I didn't know this until I got
7 the email that he's with BB&T, okay. He's --
8 I don't know what his name is but he works with
9 BB&T.

10 Q: Okay. All right. So three neighbors were
11 complaining about your yard?

12 A: Yeah. The one directly across the street,
13 right next door and then one two doors down.

14 Q: Okay. All right. And then how about Ms.
15 Martha McCullum, was she complaining as well?

16 A: Her name has come up just recently. I didn't
17 -- apparently she was in that group but I don't
18 even know who she is.

19 Q: Okay. So you don't even know who she is?

20 A: No, I think she's two or three doors down the
21 other way, you know.

22 Q: Okay.

23 A: They made it sound like I was really bad, but
24 you have to put it in perspective, when we --
25 when they were complaining there were two or

1 three dumpsters parked against our parking lot,
2 you know, behind us. They were ---

3 Q: At the school?

4 A: At the school.

5 Q: On the school property?

6 A: Yeah, on the school property, okay. And on
7 that -- see, that lot -- that road that goes up
8 beside, that's their property too. Well at
9 6:30 in the morning there would be three dump
10 trucks lined up there with engines going
11 because -- and we had two little four and five
12 year old kids in the -- but they were parked up
13 there waiting to go one. I mean, we weren't a
14 problem. We were this big relative to them ---

15 Q: Okay. Let me stop you.

16 A: Okay.

17 Q: Regardless of what you thought, your neighbors
18 were complaining, do you agree with that?

19 A: Yeah.

20 Q: Okay. All right. And you agree that if the
21 neighbors are complaining about something or
22 citizens are complaining, the City is supposed
23 to check those out?

24 A: Equally.

25 Q: Okay. Do you agree with that?

1 A: Equally, yes.

2 Q: Okay. All right. And so if neighbors are
3 complaining about another neighbor the City
4 should go out and take a look, see what's going
5 on, talk to the person who they're complaining
6 about?

7 A: Right. As a matter of fact, I told Lee
8 Holloway because he said it's because they're
9 complaining. I said, well, Lee, here's my
10 complaint, here's the six other people and I'm
11 making a complaint ---

12 Q: We'll get to that. All right. And you also
13 agree that they were complaining about what,
14 the toys in the yard, trash in the yard, that
15 sort of thing, correct?

16 A: Well yes, it was a construction site.

17 Q: Okay.

18 A: Yeah.

19 Q: All right.

20 A: They'll complain about everything.

21 Q: All right. And that was when Shaun Greenwood
22 came out and talked to you?

23 A: No, he never came out and talked with me.

24 Q: He never came out and talked to you?

25 A: No.

1 Q: Okay. So despite all of the complaints that
2 were being made about the trash in the yard and
3 toys in the yard, nobody from the City actually
4 came out to talk to you about that?

5 A: Lee Holloway came out and talked to me.

6 Q: Lee Holloway came out to talk to you about
7 that?

8 A: Yeah.

9 Q: Okay. The City never issued you a single
10 citation as a result of those complaints, not
11 those made by Mr. Crane, Ms. McCullum or
12 anybody else, correct?

13 A: No.

14 Q: Okay. All right. The school district, you had
15 some other disputes with the school district as
16 well, didn't you?

17 A: What others?

18 Q: Well, there was the issue you talked about with
19 the stumps?

20 A: Oh, you mean the flooding?

21 Q: Okay.

22 A: The flooding, yeah.

23 Q: Did they ever make any -- did they ever ask you
24 to do anything, the school district, to move
25 equipment or to take any other action?

1 A: That's what -- I thought I told you that.
2 Fraley, okay -- for -- see, I live across the
3 street, Florawood is right across the street,
4 okay?

5 Q: Correct.

6 A: For ten years -- I've got an equipment trailer,
7 so during the summer I would park my trailer in
8 the AC Flora parking lot, okay. Now, since I
9 do all of the work on AC Flora and since Joe
10 Bailey the tennis coach and the baseball coach,
11 they had free access to my shop on Florawood
12 and they could come get whatever they wanted
13 and I would pick up the trash and the deal was
14 I got to do what -- I had keys to everything,
15 okay?

16 Q: Right.

17 A: And I was allowed to leave my trailer there and
18 no one ever -- it was a mutually beneficial
19 arrangement, okay?

20 Q: Right.

21 A: And one time Fraley showed up to -- because
22 they had paved the parking lot and we had to --
23 now, the school was out, there was nobody there
24 but my trailer was parked in that -- behind
25 Brentwood and he said that they were having

1 some sort of police con- -- there was some sort
2 of police convention that they were going to
3 use that parking, okay. So I moved it, I mean,
4 that's it.

5 Q: Okay. Did they ever asked you to move any
6 other piece of equipment other than that one
7 time?

8 A: Yeah. We moved the stuff down to the baseball
9 complex because we were going to do that job
10 down there and the bobcat was parked down
11 there. And when all this broke out, apparently
12 Richland County aligned themselves with Forest
13 Acres and we were basically -- Andy Halett told
14 me that we couldn't do no more work on there
15 and I had to move my -- but I didn't think --
16 it was sitting up there, it wasn't doing
17 anything but he told me that he wasn't allowed
18 to use me as a contractor anymore and I had to
19 move my equipment and I did.

20 Q: Okay. And so you were -- the bobcat was on the
21 school property but you weren't using it to do
22 any work ---

23 A: We were going to ---

24 Q: --- at the time?

25 A: --- we were getting ready to build a -- I drew

1 the plans and did the whole design of a -- it
2 was a locker room for the athletic -- the
3 athletic complex locker room for showers and
4 all that sort of -- because they don't have
5 that there. That was before that -- before
6 that Forest Acres thing got built down there.

7 Q: Okay.

8 A: But I did the design for another building that
9 sits right behind the dugout and I gave them a
10 price and I was supposed to be going to start
11 that. We were getting ready to get bricks when
12 this -- when it was told that I couldn't do it.
13 I had done the drawings but I wasn't going to
14 be able to do the job.

15 Q: All right. Why? Did he tell you why?

16 A: McClure, it came down from McClure -- upper, it
17 was somewhere upper. He said he was told that
18 he couldn't use me anymore.

19 Q: By Richland One?

20 A: Yeah.

21 Q: Okay. Do you know why?

22 A: Well it might have had something to do with
23 McClure didn't like me. You know? We got into
24 an argument, you know.

25 Q: Okay. What did you get in to an argument with

1 McClure about?

2 A: I live on one side -- during the summer I would
3 park near this little access road, I would
4 drive back and forth to go from my house to
5 where the equipment was and he stood out there
6 one day and said you can't come here anymore on
7 -- this is private property, you're not
8 allowed. Now, there were 300 cars parked
9 there, that was -- and that day ten or 15 other
10 vehicles went back there -- basically, we had
11 an issue with I was using it. I don't know
12 where it came from but he went from one day we
13 were okay, he told me to do something and I did
14 whatever it was, I met him, he was a nice guy
15 and everything was fine. And then two or three
16 weeks later he's got -- he was kind of an
17 asshole, you know, and then that's the way he
18 treats me, like I can't do anything. And then
19 I told him, I said look, you're forgetting
20 something, I'm the guy that did -- that does
21 stuff. And I said, this is not how you treat
22 people who are friends of the school. I said
23 everybody in the school knows who I am.

24 Q: Okay. So he singled you out?

25 A: Well, I'm not sure how damaging it was, but I

1 think somewhere in there I was not to come to
2 work, I don't know who did it.

3 Q: Okay. But he singled you out for using the ---

4 A: The drive through.

5 Q: --- drive through?

6 A: Yeah.

7 Q: All right. And was he the principal?

8 A: Yeah.

9 Q: Okay. But there's a new principal now?

10 A: No, he's still there.

11 Q: Oh, he's still there?

12 A: Yeah.

13 Q: Okay.

14 A: Unfortunately.

15 Q: All right. What other run ins have you had or
16 disagreements have you had with the school
17 district?

18 A: None.

19 Q: All right. When you weren't keeping the bobcat
20 on the school property, where were you keeping
21 it?

22 A: Where ever it was working.

23 Q: Where ever it was working?

24 A: Yeah.

25 Q: All right. When it was working somewhere,

1 where were you keeping it?

2 A: There wasn't very many times when it wasn't
3 working, okay.

4 Q: Okay.

5 A: But I went and made a list because basically --
6 -

7 Q: How about in 2011, where was it generally in
8 2011?

9 A: In 2011, it was over at Bill Schmidt's house.

10 Q: Bill Schmidt's house?

11 A: Yeah.

12 Q: So you were doing work at Bill Schmidt's house
13 in 2011?

14 A: Uh-huh (affirmative response).

15 Q: Okay. All right. Did you ever use the shop on
16 the Brentwood property to work out of for your
17 business?

18 A: No.

19 Q: You never did?

20 A: No.

21 Q: Okay. So you never had contractors come over
22 there, met there, get equipment out of there to
23 use on the job?

24 A: Now, they might have gone over there to pick
25 something up.

1 Q: Why would they do that?

2 A: Huh?

3 Q: Why would they do that?

4 A: What do you think -- I mean, I've got -- there
5 are 20 other places in Forest Acres where the
6 stuff is in their yard, all right. There was
7 stuff -- obviously, you've got pictures of it.
8 I have stuff in the, you know, the front and
9 sometimes we needed it so we used it.

10 Q: Okay. So you were storing materials at the
11 Brentwood property that you were using in your
12 business?

13 A: Very little.

14 Q: But yes?

15 A: Very little.

16 Q: Is that a yes?

17 A: If you choose to phrase it that way.

18 Q: Okay. All right. And so are you testifying
19 here today that you did not use the shop for
20 work purposes?

21 A: I did not.

22 Q: Okay. You mentioned that you had pointed out
23 to the City some other folks that were running
24 businesses out of their properties?

25 A: Yeah.

1 Q: Did the City look in to those?

2 A: No.

3 Q: How do you know?

4 A: Well the first time, I think it was six -- it
5 was in '11 to Lee Holloway, six people, well
6 nothing happened. You know, they ---

7 Q: So you nothing happened so you think the City
8 didn't look in to it?

9 A: It's a pretty good indication.

10 Q: Okay.

11 A: And then the second time was when we were
12 sitting over there with Lee Holloway and I had
13 a list of 30 people, okay. And Lee says, do
14 you really want us to go after all these
15 people? And I said, yes, if you're going to do
16 me, do them.

17 Q: Okay. All right. And do you know if the City
18 had any conversations with any of the people
19 you pointed out?

20 A: I'm pretty sure they didn't because absolutely
21 nothing happened.

22 Q: Do you know one was or the other?

23 A: How would I ---

24 MR. PORTER: Object to the form.

25 A: How would I know?

1 Q: That's my question, so you don't know?

2 A: Actually ---

3 MR. PORTER: Object to the form.

4 A: --- I do know but you won't believe me.

5 Q: Okay.

6 A: They have a bet.

7 Q: How do you know?

8 A: I just told you, inference. I'm a very smart
9 puppy. I am very good at connecting the dots.

10 Q: Okay. All right. So you don't have any
11 specific knowledge that the did look in to it,
12 you just think that they did?

13 MR. PORTER: Object to the form.

14 Q: Is that correct?

15 A: No.

16 Q: Well ---

17 A: No, I'm actually positive that they didn't.

18 Q: Okay. All right. Did they -- are you aware of
19 anybody else that they enforced the no business
20 out of a residence ordinance against them?

21 A: No, I'm not aware of that particular one but I
22 do know that they were after Pasta Fresca for
23 some reason, I don't know what for.

24 Q: You mentioned that before.

25 A: Uh-huh (affirmative response).

1 Q: Tell me about that.

2 A: I don't know anything about it. There was --
3 when Barry -- Barry Epps told me because Barry
4 was being -- he was doing his job. He was
5 beating -- like me up. He was dumpster diving,
6 he was all over us. The cops were all over us.
7 And I had already gotten really made because I
8 was out there talking to Barry -- I had been
9 happy and talking to him and I thought, you
10 know -- because Barry wasn't a bad guy, he was
11 just doing his job, okay?

12 Q: Sure.

13 A: And that's what I told her, I said, you know,
14 someone sent him over here to do this and I get
15 the impression that he doesn't want to be here.
16 Okay? Now, when he was fired and I talked to
17 him, he told me that his first order of
18 business -- when he was first hired on, that he
19 was told to go get me and Pasta Fresca. To
20 find something to write us up on.

21 Q: Do you know if any people were complaining
22 about Pasta Fresca like they were complaining
23 about you?

24 A: I don't know what the details of Pasta Fresca
25 are, you know, they had -- they moved into a

1 pet shop thing. I don't -- I don't know. He
2 probably told me a little bit but it wasn't
3 important to me so I didn't really listen to
4 that.

5 Q: All right. So you don't know anything about
6 Pasta Fresca?

7 A: No.

8 Q: Or anything around that?

9 A: No.

10 Q: All right. If the City did talk to others that
11 you had pointed out and enforced the code
12 provisions against those people, would that
13 satisfy you?

14 A: No, I'm out of business.

15 Q: Well ---

16 A: You know, I'm -- you know, they didn't give a
17 pint of blood. I gave my -- all of my life --
18 I gave it up.

19 Q: In 2008 ---

20 A: You know, I gave it up.

21 Q: In 2008, what percentage of your work was in
22 Forest Acres as opposed to the City of Columbia
23 or outside of Forest Acres?

24 A: Forest Acres in 2008?

25 Q: Yes.

1 A: Probably maybe 20, 25 percent.

2 Q: Twenty, 25 percent which way?

3 A: What do you mean which way?

4 Q: Well ---

5 A: Twenty-five of it was for Forest Acres. It
6 wasn't -- they weren't the big ---

7 Q: All right. So in 2008, 75 percent of your work
8 was outside of the City limits of Forest Acres?

9 A: Yeah.

10 Q: Okay. How about in 2009?

11 A: At the start of 2009, let's see -- in 2009?
12 Now, we've got to go back over -- I don't know.
13 I did ---

14 Q: How about in 2010?

15 A: That's -- that's probably -- see, you're asking
16 me to do all this thinking and I'm sorry but I
17 don't have the capacity to do that.

18 Q: Well ---

19 A: I'm trying to keep everything in a time line
20 but I'm better when I've got them all -- all
21 the papers lined up ---

22 Q: Can you do this more historically? Generally?

23 A: Generally speaking?

24 Q: Over the last ---

25 A: Okay. There are ---

1 Q: --- five or ten years ---

2 A: Well ---

3 Q: --- how much of a percentage has been at Forest
4 Acres?

5 A: I'll give you an example.

6 Q: Okay.

7 A: Over there on Spring Lake -- well, actually,
8 before Butch Epps, I did a big job for him but
9 usually what would happen -- and this all
10 changed about ---

11 Q: Okay. I just want a percentage.

12 A: I -- well, I ---

13 Q: I just want a percentage historically.

14 A: Oh, I would say -- it's probably, I would say
15 at the most 15 percent, maybe 20 percent.

16 Q: So historically 15 to 20 percent of your work
17 is in Forest Acres?

18 A: Yeah. One year it was all in Forest Acres.

19 Q: When was that?

20 A: I think that was about '05. I got a job over
21 there on Spring Lake and it was like I just
22 worked down the street ---

23 Q: Okay.

24 A: --- just right there in Forest Acres.

25 Q: All right. Have you ever had any inspections

1 not pass in Richland County?

2 A: Any what?

3 Q: Any inspections that you didn't pass in
4 Richland County or in the City of Columbia, I
5 guess is more ---

6 A: Well, no. We did have one -- not until
7 recently. We had one on Beltline and -- I've
8 got to think of what we had. We ended up
9 getting that but it was an engineering issue.
10 But the guy had -- it was another one of those
11 inspectors, not engineers, and I had to get the
12 designers of the beams to write a letter to go
13 over there to ---

14 Q: Do you have any stop work orders placed on you
15 by the City of Columbia?

16 A: No.

17 Q: How about Richland County? Have you ever
18 pulled a permit for Richland County?

19 A: Yeah, yeah. I was -- well, actually, I've --
20 I think -- now, I'm not really good as we're
21 going along, but I believe the first stop work
22 order was -- no. The first one was the City of
23 Columbia over on Shady Lane and it was because
24 the guy misinterpreted a -- it was a line
25 across a -- it was a flooding specialist and he

1 didn't know what the line was and it was an old
2 sprinkler line and he -- see, he could have
3 just said hey, fix that, but he didn't. He
4 issued -- I'm pretty sure he issued a stop work
5 order on that. But in the 40 years maybe there
6 were two.

7 Q: Okay. When was the Shady Lane one?

8 A: That was probably -- maybe it was in '06 or
9 '07, something like that.

10 Q: Okay. So did the Richland County -- I'm sorry,
11 did the City of Columbia inspector, did he
12 interpret the code wrong in that instance?

13 A: No, what he -- he got upset at me because we
14 had to -- there was a lot of weather.
15 Footings, you have to get it pulled pretty
16 quick, you can't have rain and we had rain
17 coming and there was nothing wrong. I mean, it
18 wasn't -- we weren't in violation of anything,
19 he just didn't like that one thing. What I did
20 because we had rain coming, I went ahead and
21 poured the footing and he got all pissed off
22 about that.

23 Q: Okay. Because you're supposed to look at it
24 before you pour it?

25 A: Well, he did look at it. He did look at it.

1 He looked at it and inspected it and there was
2 nothing wrong with the footing. He had a
3 problem with that one thing, which there wasn't
4 a problem with so I poured it. I had to call
5 Mike Smith and he's the one that bailed me out.
6 He said look, forget it, and he -- see, in the
7 old day basically people trusted me. If I said
8 that I was going to do something, that's what
9 I did and 100 percent I was trusted to do it.

10 Q: All right. So you've had two in Richland
11 County, stop work orders? I'm sorry, I mean in
12 the City of Columbia?

13 A: Well the one was not really a stop work order
14 it was a hey, you forgot the permit.

15 Q: Okay. All right. Sorry, there's just some
16 much and it's all mixed up.

17 A: Yeah.

18 Q: Okay?

19 A: Okay.

20 Q: You said that you thought Goodwin had called
21 the police?

22 A: Well, look ---

23 Q: Weren't they the one's that you did the stump
24 removal for?

25 A: Look, look, Mitchell -- see, I didn't know --

1 Mitchell Goodwin was the DSS guy, which I
2 didn't know, you know, I didn't know and I put
3 pieces together at the time. Someone -- if I
4 work on Sunday, someone in the loop, in the
5 family, called the dogs out for Monday morning,
6 you know. Now, he was the only one, you know
7 what I mean? There was no one else to deal
8 with.

9 Q: But he's the one that you did the stumps for,
10 right?

11 A: I did it for her.

12 Q: For his wife?

13 A: For his wife. And now, don't get me to explain
14 it down after that ---

15 Q: Okay. I'm just trying to figure out ---

16 A: I don't know what happened -- what went down
17 with that ---

18 Q: Okay.

19 A: --- but apparently, he don't like me.

20 Q: All right.

21 A: I don't know why.

22 Q: Okay.

23 A: You know, I ---

24 Q: Did -- who was -- Fraley, was he there?

25 A: Yeah.

1 Q: Okay. Was there an issue of whether or not you
2 had permission from the Richland School
3 District One ---

4 A: He -- I mean ---

5 Q: --- to pull up the stumps off of their
6 property?

7 A: He asked about it.

8 Q: He said, why did you do this?

9 A: Yeah.

10 Q: This is our property?

11 A: Right.

12 Q: Okay.

13 A: And I told him, I said, I was told that they
14 had permission. He called somebody and found
15 out, yes, in fact that I did have permission.

16 Q: I've got you. Okay. You would agree that the
17 change in our economy resulted in less work for
18 you ---

19 A: Yes.

20 Q: --- in the last few years?

21 A: Yeah.

22 Q: Okay. Did you do anything to violate any
23 ordinances, laws or codes in building the
24 Cash's house?

25 A: Nope.

1 Q: No?

2 A: Nope.

3 Q: No?

4 A: I know what you're getting ready to talk about
5 but ---

6 Q: I was getting ready to ask, I know there's some
7 issue with the septic tank ---

8 A: The septic tank, yeah.

9 Q: Okay. Is that in violation of any ---

10 A: Not in my ---

11 Q: --- regulation?

12 A: Not in my opinion. That is -- septic tank --
13 the owner pulls the permit for the septic tank.
14 Okay? I -- I have never done a septic tank.
15 What we did on his job was we did a -- we put
16 in a -- do you know -- are you familiar with
17 how you do a dog pin? Basically, they sell
18 them in a store and you can order the thing --
19 you did a hole and you put this thing in, put
20 the coup in and it disintegrates for dog runs.
21 He has a dog run there. We built a kennel type
22 of arrangement and what we did because he
23 didn't have the money to pay for the lift
24 station, which he knew he needed to do, I knew
25 he needed to do, but he didn't have the money.

1 We said well, temporarily, if you're not going
2 to use this thing, we can go ahead and dump the
3 commode to this because it's not going to be
4 used, we'll dump it in this kennel and then
5 when you get it done we will switch it over and
6 do the dog.

7 Q: So you knew that you weren't supposed to hook
8 the bathroom up to the septic tank?

9 A: What's wrong with hooking that bathroom up to
10 the septic tank?

11 Q: I don't know. You ---

12 A: Nothing.

13 Q: You just said something about you knew and he
14 knew ---

15 A: No, if you're going to do it properly ---

16 Q: Let me ---

17 MR. PORTER: Let him finish his question.

18 A: Okay. Sorry.

19 Q: That you knew and he knew that you were
20 supposed to hook it up to the sewer?

21 A: That's the better way to do it, yeah.

22 Q: Okay. All right. So you were not aware that
23 was a violation of some DHEC reg to hook the
24 bathroom into the septic tank?

25 A: No, no. I wouldn't -- I don't do septic tanks.

1 I've never done a septic tank before.

2 Q: Okay. When did -- tell me when was
3 construction at the Cash's house going on?

4 A: In '07 and '08.

5 Q: In '07 and '08?

6 A: Uh-huh (affirmative response).

7 Q: All right. And did Forest Acres issue any stop
8 work orders or give you any problems on that
9 job?

10 A: They -- they got upset because we were changing
11 -- he has three phase power, like I said, for
12 a couple of them, it's a big deal. No one has
13 a house with three phase power. Well he needed
14 to have special -- we went -- we put in
15 underground power for this three phase power
16 thing. We had to get that done in a day, okay?
17 And what we did was is we called in my favors.
18 Kirk Rye, Councilman Rye, who is also SCE&G,
19 who got all the ducks all lined up and we
20 managed to do it all in a day. And we told him
21 -- it was a contractor inspector, a real good
22 -- Tony Rivera, a real nice guy, real
23 knowledgeable guy. Okay? But he got pissed
24 off because I pulled strings to make it --
25 basically he had to come out at a certain time

1 and inspect it and then we could put the power
2 on. He took issue with that, he had a problem
3 with that, okay?

4 Q: Who was that?

5 A: Tony Rivera.

6 Q: And who is he?

7 A: He was a contractor -- he works for England
8 Enterprises, they're out of Charleston. And at
9 the time Forest Acres was subcontracting out
10 their inspections to them.

11 Q: I see.

12 A: On that job we did the first ever -- it used to
13 be you didn't have to have plan review but we
14 did the first ever plan review on that job, it
15 cost \$400 dollars to look at the plans I drew.

16 Q: All right. So he was a contract inspector --
17 he was just -- you said you had him out there
18 at a very specific time ---

19 A: Right.

20 Q: Okay. Any other issues with the Cash -- with
21 Forest Acres other than that?

22 A: Well my issue with Forest Acres was that
23 Kathryn Garbbie Griffin, she didn't -- showed
24 up an hour in court -- in the court room with
25 a file on top that said Clark Frady.

1 Q: I don't understand.

2 A: Well, guess what, she shouldn't have even know
3 about Clark Frady. Okay? They're -- the Clark
4 Frady thing was not public information and she
5 got that through her connection to him and Lee
6 Holloway, I mean, however, but that was not
7 something that -- Cash didn't know that and
8 they didn't know that.

9 Q: Okay.

10 A: Lee Holloway was the only one that I was going
11 to -- that I was going -- that I was suing Cash
12 and she shows up there with a file with Clark
13 Frady's name on it.

14 Q: Shows up where?

15 A: In the court room.

16 Q: At trial?

17 A: At trial, yeah, trial.

18 Q: Okay. All right. But as far as the job goes,
19 did you have any problems with any of the
20 inspectors, other than what you just mentioned.

21 A: Inspectors?

22 Q: Yeah.

23 A: No. No, we passed everything.

24 Q: All right. Other than the two people that
25 you've already mention, has anybody else told

1 you -- well, let me ask you this, has anybody
2 actually told you that they wouldn't hire you
3 because of your -- because of any conflict with
4 the City of Forest Acres?

5 A: Yeah, there was -- there were two other people
6 and I can get you the other names, okay?

7 Q: Okay.

8 A: And then there was one that they did hire me,
9 okay, because I told them, I said -- it was
10 over there on -- it wasn't a big job but sure
11 enough as soon as I started Forest Acres showed
12 up, okay? And he's an attorney -- he's an
13 attorney so he -- I guess he made it go away.

14 Q: Who is that?

15 A: I can't think of his name -- his name is -- I
16 can't think of his name.

17 Q: When was it?

18 A: In -- when was it? In -- I think right at the
19 end of 2011.

20 Q: At the end of 2011?

21 A: Yeah.

22 Q: Okay. Is it Tom Salaney?

23 A: No, Tom Salaney, he was -- he was -- we were
24 doing that job when we were on Cash's job.

25 Q: Okay. Was it Elaine Duncan?

1 A: No.

2 Q: Okay. Where was it?

3 A: It's one block off of Clemson. It's over there

4 in the college names ---

5 Q: Winthrop, Citadel?

6 A: Yeah, yeah. I think it's on Winthrop because

7 it's about two blocks away from Satchel Ford,

8 over in there.

9 Q: Do you mean -- not Satchel Ford but ---

10 A: Not Satchel Ford, Cramer.

11 Q: Cramer, yeah.

12 A: Yeah.

13 Q: All right. And did you pull a permit?

14 A: No, he pulled it.

15 Q: Okay. All right. And did the City need to

16 come and inspect something?

17 A: They -- there wasn't really anything to

18 inspect, I mean, we were -- all we were doing

19 was -- he was doing a bunch of repair work, it

20 was like he was doing floors, he was doing some

21 kitchen work, but there was no inspectible

22 stuff.

23 Q: Okay.

24 A: You know.

25 Q: Did he identify you as the contractor on the

1 permit?

2 A: I think so. That was -- he didn't -- I had
3 told him that we might have an issue because I
4 knew, you know, it's one of those things like
5 full disclosure of what you're getting ready to
6 get into and I don't -- I don't want to pull
7 the wool over someone's eyes because at that
8 time, hell, I didn't know what was going to
9 happen. So far, up until that point, if my
10 name was mentioned it was -- everything was
11 over.

12 Q: All right. So you said who showed up for the
13 City?

14 A: I don't know, he talked to him. I never saw
15 him, you know, he -- he said a guy came by and
16 looked around and I was licensed with the City
17 and he was okay, you know.

18 Q: Okay.

19 MR. PORTER: Counselor, can we go off the record for
20 just a minute?

21 MR. COX: Yeah.

22 (A short break was taken from 3:43 p.m. until 3:46
23 p.m.)

24 Q: Okay. Mr. Haynie, when you mentioned that --
25 and Mr. Shealy asked you about citations that

1 you were given and you paid a fine on one, do
2 you recall that?

3 A: Oh, yeah.

4 Q: Yeah?

5 A: Yes.

6 Q: Okay. Did you actually go to court?

7 A: Yeah, I was -- I was there -- I was in the
8 court room. I'm not -- I wasn't real clear on
9 what was going on.

10 Q: Okay. But you actually went to the court
11 house?

12 A: Yes.

13 Q: Whatever was going on, you were there?

14 A: Yeah.

15 Q: Did the judge ask you any questions?

16 A: No.

17 Q: Your lawyer just handled everything?

18 A: Yeah.

19 Q: Did you ever ask Alquza why he let you go?

20 A: Why he what?

21 Q: Did you ever ask Alquza why he let you go?

22 A: Well it was -- that was real simple. He let me
23 go to save him money, you know, he was -- he
24 didn't have to pay me anything and he could get
25 his permit. And it turns out that he got carte

1 blanche on whatever he wanted to do.

2 Q: Okay. Do you know if the door issue was ever
3 addressed ---

4 A: No.

5 Q: --- that you know of?

6 A: It wasn't. I know it wasn't.

7 Q: How do you know it wasn't?

8 A: I have pictures of it. I was over there one
9 day and they were sheet rocking it and -- first
10 off I know he sheet rocked the one door where
11 it was the worst because I was there for that.
12 The second place he was doing -- he was getting
13 ready to do it again and I was there when the
14 sheet -- when they were putting the sheet rock
15 in and they did it and he never did anything,
16 he just covered them up.

17 Q: Is there anything operating in those spaces
18 now?

19 A: In what?

20 Q: In those spaces?

21 A: I think he -- I think everything is gone. I
22 think the -- I think the store is out of
23 business, the tobacco shop is gone. I think
24 it's ---

25 Q: Just sitting there?

1 A: Yeah.

2 Q: What were you using over there as your shop?

3 A: The very back place, which was -- it had no
4 window, it was -- it was just a room, you know.
5 There was no -- the access to the door to mine
6 was on the very back of the building.

7 Q: Did you park your equipment over there too?

8 A: I did, yes.

9 Q: Your bobcat ---

10 A: Yes.

11 Q: --- and your trailer and all of that?

12 A: Uh-huh (affirmative response).

13 Q: Okay. Did you ever park those over at the
14 Brentwood property?

15 A: Park them?

16 Q: Did you ever park those over ---

17 A: Only when we were using them.

18 Q: Only when you were using them?

19 A: Yeah.

20 Q: You mean, where?

21 A: At Brentwood.

22 Q: All right. So you never parked them at
23 Brentwood when you were ---

24 A: Not just ---

25 Q: --- not doing work on the property?

1 A: Not just to park it there, no.

2 Q: Did Alquza tell you that -- anything that
3 either Mr. Greenwood or Frady had said to him
4 when he went in to talk to the City?

5 A: What do you mean? I mean, yeah, he said they
6 don't like me, you know.

7 Q: Did he say anything else?

8 A: No. Well, it was -- we pretty well knew that
9 he wasn't going to be able to afford it unless
10 I was gone.

11 Q: That's not what I asked you.

12 A: Well, I -- then I don't understand what you're
13 asking me.

14 Q: Well, I'm asking you a very simple question ---

15 A: Well, I'm not -- I'm not understanding.

16 Q: What did Mr. Alquza tell you, if anything, Mr.
17 Alquza himself ---

18 A: Uh-huh (affirmative response).

19 Q: --- tell you about his meeting with the City of
20 Forest Acres over starting back to work in
21 2011?

22 A: Well, yeah, he told me that -- he told me that
23 if he got rid of me then they would give him a
24 permit, okay? And I told him that they can't.

25 Q: Give him a permit?

1 A: Right, give him a permit.

2 Q: Can they give somebody else a permit?

3 A: I told him that he needed to get a general

4 contractor because it was illegal for him to be

5 the contractor on a commercial job.

6 Q: Okay. All right. But this was after -- all

7 this talk with the City was after you had had

8 a dispute with him over the fact that he did

9 the doors incorrectly?

10 A: Well the doors being done incorrectly was way

11 earlier.

12 Q: Okay.

13 A: Okay?

14 Q: I've got it.

15 A: Yeah, way after, yeah.

16 Q: Right. Did you do -- did you supervise or

17 direct any work at the Covenant Road project

18 after your dispute with Mr. Alquza over the

19 doing the doors incorrectly?

20 A: Yeah. We did -- we did the rest of the

21 framing, we framed it up. I was the general

22 contractor. I got -- what's his name, he did

23 the stuff for the zoo. When I did the zoo, he

24 did all of that. I got the guy who framed it

25 -- the metal framing and the sheet rock and all

1 of that stuff, yeah.

2 Q: Real quickly, I don't want to get into it too
3 much, but you did bring it up. This issue with
4 the treasurer over your taxes on the Brentwood
5 ---

6 A: Uh-huh (affirmative response).

7 Q: --- property, those taxes went to six percent
8 at some point?

9 A: Yeah, well they denied us the four percent
10 assessment ratio with the -- it's a big deal.
11 Your taxes go from \$1000 dollars a year to
12 \$3500 dollars a year.

13 Q: Okay.

14 A: Yeah.

15 Q: All right. So did you -- you fought that and
16 they then reduced it back to four?

17 A: No, I had -- the next -- next month, on the
18 second of the month, we go before the
19 administrative law clerk to resolve that.

20 Q: Okay. All right. So they hit you with the six
21 percent and you said that ain't right, they
22 never did change it, it's been six percent on
23 that house ever since?

24 A: Right. Yeah, it's -- yeah.

25 Q: Okay. Was that house ever used as a rental?

1 A: No. My daughter rented it to -- you know, she
2 was in the house but another firefighter --
3 well -- he's a firefighter ---

4 Q: Right.

5 A: --- they had gotten married and they needed a
6 place to stay. They didn't have any money so
7 it was like a roommate, you know, they did rent
8 it. And they had to sign a thing with me that
9 said, you know, it's got, you know, the mold
10 issue and I didn't want the liability and I
11 said -- you know. And they did -- they did --
12 they stayed in it. They had use of most of the
13 house, the non-mold part.

14 Q: Was there ever a time where they rented the
15 house where Sky was not living in the house?

16 A: She's a firefighter, she -- she lived with us
17 too. I mean, she was a -- she doesn't like for
18 me to say this but since y'all aren't -- since
19 y'all aren't going to tell on me, that's where
20 she needed to have a place to go to be alone
21 with -- a shack pad with, you know, a date or
22 whatever, you know.

23 Q: All right.

24 A: That's where all of her stuff was.

25 Q: Was there ever a time that that house was being

1 rented to renters where Sky and her children
2 were not living in that house?

3 A: When Sky was not -- now, her children moved out
4 in March of '09.

5 Q: Okay.

6 A: Okay. They haven't been back.

7 Q: Okay.

8 A: They were the one's -- the doctor said that
9 they had to get out of the house so they're
10 living with us.

11 Q: Okay. All right. So has there ever been a
12 time when the house was being rented where Sky
13 was not living in the house, she was living
14 with you?

15 A: No.

16 Q: Okay. Does anybody live in the house now?

17 A: No.

18 Q: When was the last time ---

19 A: Well ---

20 Q: --- somebody did live in the house?

21 A: Actually, you know, we just blew it up.

22 Q: Did you?

23 A: Yeah. I mean, it's -- it is a major job going
24 on. No one can live in there right now. It's
25 like, you know, our ---

1 Q: You're renovating it now?

2 A: Yeah.

3 Q: All right. You mentioned that the LLR agreed
4 with you that there were problems with Covenant
5 Road?

6 A: It's hard for them not -- yes, yes.

7 Q: Okay. And you also said that they agreed that
8 there was something wrong with your property
9 too?

10 A: The ---

11 MR. PORTER: Object to the form. You can answer the
12 question.

13 A: Okay. Not something wrong with my property.
14 Wrong with Frady's -- basically, they -- this
15 guy is the code expert, you know, I'm not lying
16 to you. There's one -- it's three lines,
17 that's all that deals with post and frame
18 construction in the whole code book is just
19 that and he knows it. Okay?

20 Q: Okay. Are you saying that the LLR -- what did
21 they -- did they agree with you that there was
22 no code issue ---

23 A: Yeah, yeah.

24 Q: --- there?

25 A: There was no code issue there.

1 Q: Okay.

2 A: Yeah.

3 Q: And that was Mr. Moore?

4 A: No.

5 Q: No?

6 A: Meredith -- Jerry Meredith ---

7 Q: Lowe?

8 A: Lowe, yeah. That's it, that's it.

9 Q: Okay. You mentioned something about the
10 Shannon Springs house?

11 A: Uh-huh (affirmative response).

12 Q: How do you -- and I don't need to go back over
13 everything that you said about it, but how do
14 you know these things about the house on
15 Shannon Springs?

16 A: It's to my benefit to show all the other people
17 that aren't being subjected to the rules.
18 Okay. You can go -- I just drove around. I
19 got a list of thirty of them. Well, they were
20 the ones that -- they were -- I mean, it's --
21 if you Google it, there's -- it's clear that
22 there's a shop in back, just like mine.
23 There's a parking lot in the back for people to
24 park. So I go over there and talk to them and
25 it was a surprise to me when I got over there

1 because they didn't want to be involved. But
2 I said, well y'all are doing something back
3 there -- they're very nice, but they didn't
4 want to be involved in my stuff.

5 Q: Okay.

6 A: But they said we're doing -- they had a baby,
7 okay. They were doing a renovation and an
8 addition on the back and as a matter of fact,
9 Clark Frady will be over here tomorrow to
10 inspect, okay.

11 Q: Okay.

12 A: And that's how I know that.

13 Q: All right. Well, what -- was there some -- I
14 don't understand the problem then?

15 A: You know, what was Clark Frady doing to me? He
16 was citing me for doing business in the City of
17 Forest Acres against the code. Citing me for
18 all this stuff -- building stuff. He has his
19 trailers, he has his equipment, he's doing
20 business as and, you know, he didn't say
21 anything about him.

22 Q: Were they living there?

23 A: Yeah.

24 Q: Okay. And you're saying there was construction
25 equipment or something around there?

1 A: Yeah. He's in the same ---

2 Q: He's a landscaper, isn't he?

3 A: Yeah, he's a landscaper, yeah.

4 Q: Do you know if any of the neighbors were
5 complaining about it?

6 A: Yeah, the lady -- not a big complaint. The
7 lady that he -- over on Satchel Ford's side,
8 okay, she now -- she is a West Point graduate,
9 very neat lady, okay? First she -- I said,
10 well, do they -- she said he runs his business
11 out of there because he said it would be nice
12 -- it is nice -- most people -- she wasn't
13 complaining he said but they kind of have a lot
14 of crap going on back there, okay. And ---

15 Q: Did she ever complain to the City of Forest
16 Acres?

17 A: No, she didn't.

18 Q: All right. You mentioned something about they
19 had an issue, that they started looking at them
20 for a tax rate issue?

21 A: Well, yeah, because the way the rule reads is
22 when you do an assessable taxable interest, an
23 ATI, that gives the county the right to come in
24 and reappraise and look at your property for
25 new stuff. When you pull a permit, that's an

1 assessable taxable interest.

2 Q: Okay. But ---

3 A: They did -- they pulled a permit. They did
4 probably, you know, I built a shed that was
5 probably worth \$3000 dollars and my appraisal
6 went up twenty-five thousand dollars because of
7 that. They did two-hundred thousand dollars
8 worth of work and their went up ten thousand
9 dollars.

10 Q: And you know that just from the public ---

11 A: From the public ---

12 Q: --- records?

13 A: Yeah, from the public records, yeah, I mean,
14 it's easy.

15 Q: Okay.

16 A: You just look it up.

17 Q: But that has nothing to do with the City of
18 Forest Acres, did it though?

19 A: Well, except for ---

20 Q: Except for the other issues?

21 A: Except for what they do is -- this is my
22 understanding is Forest Acres sends in the
23 permit, that's what gives them the bullets to
24 go do this, okay. Well for some -- for
25 whatever reason it's supposed to be for tax

1 years so and so, mine all happened in the same
2 tax year. I did the work, they pulled the
3 permit and they did it all in the same tax
4 year, which is not according to the rules. On
5 theirs they did -- Forest Acres reported to
6 them that they had this work and they did it in
7 the next tax year.

8 Q: Okay. You don't know the reason for that?

9 A: Well someone made a call. I mean, theirs
10 didn't get a personal call. Someone made a
11 call to tell them to do Doc.

12 Q: Was this when you were fighting them over the
13 six percent thing as well?

14 A: Actually, at that time ---

15 Q: Uh-huh (affirmative response).

16 A: --- I didn't know that they had done it. What
17 they did was -- was the assessor, Steve
18 McFadden, calls up and says hey, you've got a
19 permit, I've got to do a reappraisal and he
20 asked me all the questions and I called him
21 back when it dawned on me that the permit had
22 been refunded therefore there was no ATI. I
23 called back and said, hey, Steve, there's no
24 ATI, so there's no reason for y'all to do
25 anything. Well someone said, well hey, but

1 Doc's renting the properties, Sky is not living
2 there. Someone from Forest Acres did all that.
3 So you need to ---

4 Q: I mean, are you just guessing that?

5 A: Yeah.

6 MR. PORTER: Object to the form.

7 Q: Okay. All right. Margo Pierce.

8 A: Uh-huh (affirmative response).

9 Q: Last time you talked to her?

10 A: Seven to eight months ago, I'm not real sure.

11 Q: All right. What did you talk to her about?

12 A: I asked her how she was doing.

13 Q: Okay.

14 A: She's living in Mobile, Alabama right now.

15 Q: All right.

16 A: And she's ---

17 Q: Why did you talk to her?

18 A: Because I wanted her to -- to -- what do you
19 call that thing when you do the -- when she
20 gives testimony. An affidavit.

21 Q: Okay. Did she give you one?

22 A: She will.

23 Q: Okay. What's she going to give you an
24 affidavit about?

25 A: Basically says just what I just told you.

1 Q: Tell me one more time.

2 A: Okay. She witnessed the whole interchange with
3 Clark Frady going down to Mark Williams. She
4 also knows how they do business for the last
5 ten years, which I've been interacting with her
6 and how it changed for me, you know, and she --
7 basically, she got fired because she was taking
8 -- looking out for me.

9 Q: Did she tell you that?

10 A: I know that.

11 Q: How do you know?

12 A: Clark Frady became her boss and she didn't last
13 three weeks.

14 Q: So you're putting dots together again?

15 A: Yeah.

16 Q: Okay.

17 A: I'm good at that.

18 Q: All right. Other than that, do you have any
19 knowledge of why she was let go?

20 A: No. Well, no. It was with cause.

21 Q: With cause and Frady did it?

22 A: No, now I don't know what the cause was. That
23 part I don't know but that's what -- Forest
24 Acres fired her with cause. Lee -- I think Lee
25 told me that. It was with cause.

1 Q: And did Frady fire her?

2 A: I'm not sure. Well, yeah, that's what she told
3 me.

4 Q: Okay.

5 A: Yeah.

6 Q: Did she tell you that she was fired because she
7 was looking out for you?

8 A: No, I figured that out. I felt very bad
9 because, I mean, she was a very good -- she did
10 a good job up there. She was very contentious,
11 did and excellent job as the clerk or whatever
12 it was. And it was pretty damn apparent that
13 by being my friend got her in trouble.

14 Q: Okay. Was she your friend?

15 A: Not friend, friend, but I liked her and we
16 talked. She knew -- she knew my phone number,
17 I mean, she was the one that would call and
18 say, Doc, you need to do your permit.

19 Q: Okay. Did you see her outside of work?

20 A: No.

21 Q: Okay. Did you ever ask her why she was looking
22 out for you?

23 A: Yeah. I mean, she was destroyed by what
24 happened.

25 Q: Well, what did she think?

1 A: She said that -- now, this part I don't -- I
2 can't remember these kind of things but it has
3 -- Frady told her something and it was in a
4 very short -- like one day she has this
5 disagreement and on Monday she was terminated.

6 Q: She had a disagreement with who?

7 A: With Frady.

8 Q: Okay. All right. Barry Epps.

9 A: Yeah.

10 Q: Do you -- okay. So you have Margo's telephone
11 number?

12 A: Yeah.

13 Q: Okay. All right.

14 A: I was told to get y'all a list of it ---

15 MR. PORTER: Don't talk about things we talked
16 about.

17 A: Oh, okay.

18 Q: Barry Epps.

19 A: Yes.

20 Q: When did you last talk to him?

21 A: Probably about eight months ago with him too.

22 Q: Okay. And what did you talk with him about?

23 A: Well, the same thing, wanted an affidavit from
24 him.

25 Q: Okay. And what was he going to give you an

1^ affidavit for? Or did he agree to it?

2 A: Yeah.

3 Q: What was he going to give you an affidavit
4 about?

5 A: Basically says that from the day he started
6 working he was supposed to bust my chops.

7 Q: Okay. Is that what he told you?

8 A: Uh-huh (affirmative response).

9 Q: Yes?

10 A: Yes.

11 Q: Did he tell you anything else?

12 A: He told me about Pasta Fresca, you know.

13 Q: That there was some issue with Pasta Fresca?

14 A: Yeah, that's -- I mean, he told me about it, I
15 just don't remember what the details were. I
16 mean, it was -- it was of interest to me only
17 because it was another person -- I didn't know
18 there were any other people.

19 Q: Any other people with what?

20 A: That were being kicked in the butt.

21 Q: That they were enforcing codes against?

22 MR. PORTER: Object to the form.

23 A: No, I don't call that as what they were doing.

24 Q: Okay. Mitchell Goodwin, that's the fellow
25 you've been talking about?

1 A: Yeah.

2 Q: The DSS guy?

3 A: Uh-huh (affirmative response).

4 Q: Okay. Have you ever talked with him about any
5 of this?

6 A: No, I haven't talked to him at all.

7 Q: Never?

8 A: No.

9 Q: Never met him, never talked to him?

10 A: I think I may have been -- when I walked in I
11 may have been introduced to him.

12 Q: Walked in?

13 A: They were doing the fence ---

14 Q: Oh.

15 A: --- and I offered to do the stuff and she
16 introduced me to him.

17 Q: Okay. Was the fence the property of the school
18 district?

19 A: No, there wasn't a fence. They built a fence.

20 Q: Okay.

21 A: Now, it's eight feet tall, it doesn't meet --
22 I think it's above code but it doesn't meet --
23 not, not code. It doesn't meet Forest Acres
24 standards for fences and things.

25 Q: All right. Nassar Alquza, we've talked about

1 him?

2 A: Yeah.

3 Q: All right. When is the last time you've talked
4 to him?

5 A: Probably right about that time because he -- I
6 got a little upset when it was clear that he
7 wasn't going to help -- basically, he wasn't
8 going to do anything because he was getting the
9 benefit of not doing anything. He wasn't going
10 to help me.

11 Q: All right. Where is he now?

12 A: I have no idea.

13 Q: Let's see. Lisa Graham, Eddie Richmond, we've
14 talked about them?

15 A: Yeah.

16 Q: Scott Fulkerson?

17 A: Yeah.

18 Q: Who's he?

19 A: He's the guy that ended up doing her job.
20 Firehouse Renovations. He did Lisa Graham's
21 job.

22 Q: All right. And was he one of your subs?

23 A: Yes, I've been working with him for 25, 30
24 years.

25 Q: And what does he do?

1 A: He's a general contractor now. He's a
2 residential contractor. I'm a commercial
3 general contractor and he's a residential
4 contractor.

5 Q: All right. And is he licensed to do that type
6 of work?

7 A: Yes.

8 Q: To do the work in the shop?

9 A: You know, I don't know how they do that. I'm
10 not a -- now that you've mentioned it, I'm not
11 sure how -- because he does -- now, he might
12 have -- he may have a -- because he's followed
13 me on stuff before where I had a general --
14 commercial general up to a million dollars, I
15 could do commercial work, and it's my
16 impression that he doesn't have that
17 classification.

18 Q: All right. Did they have ADA problems with the
19 bathroom, with the City approving the bathroom?

20 A: They had to do -- very minor. The kind of
21 stuff that if under normal circumstances you
22 would -- you fiddle around to get a solution
23 that's okay with everybody. Because you can't
24 put an ADA bathroom in a space that small. I
25 just won't fit.

1 Q: Okay. All right. So the City approved
2 whatever they did?

3 A: Yeah.

4 Q: They worked out that issue?

5 A: Yeah.

6 Q: All right. I think we talked about everybody
7 else.

8 A: Yeah.

9 Q: All right. I think those are all the questions
10 I have for you right now.

11 A: Okay.

12 MR. SHEALY: I have follow ups, but do you have any
13 questions?

14 MR. PORTER: I wasn't planning on any, no.

15 A: All right.

16 MR. SHEALY: Okay. Let me talk to these folks real
17 quickly.

18 MR. PORTER: Sure.

19 MR. SHEALY: I think I've got one ---

20 A: You're not tired of listening to me?

21 MR. SHEALY: We never get tired, no.

22 MR. PORTER: All right. Let's take a break?

23 MR. SHEALY: Yes, just real quick.

24 (A short break was taken from 4:09 p.m. until 4:16
25 p.m.)

1 MR. HAYNIE - RE-EXAMINATION BY MR. SHEALY:

2 Q: Mr. Haynie, I just have one follow up thing.

3 A: Okay.

4 Q: On the second shed at Brentwood ---

5 A: Uh-huh (affirmative response).

6 Q: --- in the dispute with Frady, was the issue
7 that what Frady saw being inspected -- being
8 constructed there was not what the plans showed
9 that you turned in?

10 A: No ---

11 Q: I mean, is that what ---

12 A: Actually, there wasn't a plan. You know, it
13 was a ten by ten shed, there was no plan. I
14 just said ten by ten.

15 Q: Well, originally, it wasn't ten by ten?

16 A: Ten by twenty.

17 Q: Right.

18 A: Yeah.

19 Q: All right.

20 A: It's the same thing -- it was the same thing,
21 okay? You know, when you're doing something
22 like this you don't do architectural drawings,
23 you don't do structural drawings, it's a shed.
24 Okay? So you draw a little square on the
25 permit and say that's it. That's all it was

1 when we started.

2 Q: Okay. But it -- there was no detail about the
3 footing on the ---

4 A: Nothing. It was a swish, swish, swish.

5 Q: Okay. Just a ---

6 A: The first permit, that's all it was.

7 Q: All right. What I'm trying to understand is --
8 okay. So you turned in that plan and he says
9 no, you're going to need ---

10 A: No, no. We turned in that plan and that was
11 all. Okay. He came out to do the inspection
12 ---

13 Q: Right.

14 A: --- and he says no, you need to do this for
15 this, for this, for this. And the bottom line
16 is that I need a set of drawings, which I went
17 home and done that. I mean, we were through
18 but I went home and drew those drawing and came
19 -- and submitted them to him to answer his
20 questions on what we were doing.

21 Q: Okay. All right. But when you did that -- I
22 mean, I understand that Frady denied you again
23 after you turned them in ---

24 A: Right.

25 Q: --- but all -- what I'm narrowly focusing on is

1 the -- did he tell you that the reason he was
2 denying you the second time was because what he
3 had observed was different that what you had
4 turned in?

5 MR. PORTER: Let's go off the record for just a
6 moment.

7 (Brief off record discussion.)

8 MR. PORTER: I'm going to state a continued
9 objection to this line of testimony due to the
10 fact that I did not forgo -- or I did not
11 undertake in sort of cross examination and I am
12 not waiving the right to raise any object to
13 this line or future questioning in this
14 proceeding on those grounds. Go ahead.

15 MR. SHEALY: Okay.

16 A: All right.

17 Q: So that's where -- that's what I'm trying to
18 figure out.

19 A: All right. I'm -- look at the drawing that has
20 the post going in the ground.

21 Q: Okay.

22 A: That was done after the fact but look at that
23 drawing. I'm going to help you out here, okay.

24 Q: Okay.

25 A: The one that has the post, that's what we were

1 doing. That's what he inspected. When were --
2 when he came to make the inspection, that was
3 what we were doing.

4 Q: All right. So your testimony is that what you
5 were constructing was what was on the drawing
6 that you submitted ---

7 A: Right.

8 Q: --- post that ---

9 A: Right. And ---

10 Q: --- inspection?

11 A: And the explanation was, it was exactly like
12 that building right there (indicating).

13 Q: It looked exactly like the one that was
14 adjacent to the ---

15 A: Right.

16 Q: --- shop?

17 A: Yeah.

18 Q: All right. That's all I've got.

19 MR. PORTER: All right.

20 (There being no further questions, the deposition
21 concluded at 4:20 p.m.)

22

23

24

25

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	THE FIFTH JUDICIAL CIRCUIT
	)	
Frank "Doc" Haynie,	)	C/A No.: 2012-CP-40-7392
	)	
Plaintiff,	)	PLAINTIFF'S DISCOVERY RESPONSES
	)	
v.	)	
	)	
The City of Forest Acres,	)	
Mark M. Williams, Shaun	)	
Greenwood and Clark Frady in their	)	
Individual capacities	)	
	)	
Defendants.	)	
	)	

**TO: A. JOHNSTON COX OF GALLIVAN, WHITE, & BOYD, P.A.,
ATTORNEYS FOR DEFENDANT THE CITY OF FOREST ACRES.**

The plaintiff, by and through his undersigned counsel answers defendants' First Set of Interrogatories and First Requests for Production to Plaintiff as follows:

Plaintiff generally objects to all interrogatories and requests for production requiring disclosure of any information protected by attorney-client privilege and/or as work product.

ANSWERS TO INTERROGATORIES:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

- a. Doc Haynie, the plaintiff, will testify to the facts, events, and occurrences giving rise to this action as well as the damages he has suffered. Plaintiff has been a licensed General Contractor since 1973 and was among the first group of General Contractors to pass the licensing exam, he is bonded. He can be contacted through reaching the

undersigned counsel. Plaintiff's address is 1469 Florawood Drive, Columbia, South Carolina 29204.

- b. Defendant Mark Williams was the City Administrator for the City of Forest Acres, South Carolina ("Defendant City"/"City".) Defendant Williams is expected to testify to the facts, events and occurrences giving rise to Plaintiff's claims as well as his involvement in the same.
- c. Defendant Shaun Green was an employee of the City and since the spring of 2012, has served as a Municipal Code Enforcement Officer pursuant to South Carolina Law. Defendant Green is expected to testify to the facts, events and occurrences giving rise to Plaintiff's claims as well as his involvement in the same.
- d. Defendant Clark Frady was the Director of Code Enforcement/Building Official for the City of Forest Acres, South Carolina and since the spring of 2010 was designated as the Municipal Code Enforcement Officer under State Law. Defendant Frady is expected to testify to the facts, events and occurrences giving rise to Plaintiff's claims as well as his involvement in the same.
- e. Joe Frayley is, upon information and belief, a Richland County School District One employee how has facts and knowledge relating to this action. Specifically Mr. Frayley is expected to testify that he, Defendant Frady, and four Forest Acres Patrol Officers reported to plaintiff's house and the circumstances and events surrounding the same.
- f. Margo Pierce, upon information and belief, is expected to have general knowledge concerning the facts and circumstances giving rise to this action.
- g. Barry Epps, a former building inspector for the Defendant City, is expected to have knowledge concerning the facts and circumstances giving rise to this action as well as to the nature of and motive for the Defendants acts as alleged in Plaintiff's Complaint.
- h. Mitchell Goodwin is expected to have general knowledge concerning the facts and circumstances giving rise to this action.
- i. Nasser Alquza is a former customer of the plaintiff and is expected to have knowledge and information of the facts giving rise to this action as well as the damages Plaintiff has suffered.
- j. Lisa Graham and Dr. Eddie Richmond are former prospective customers of the plaintiff and is expected to have knowledge and information of the facts giving rise to this action as well as the damages plaintiff has suffered.
- k. Scott Fulkerson, is a general contractor, and is expected to have knowledge and information of the facts and circumstances giving rise to this action and the damages Plaintiff has suffered.

- l. Jerry Merritt, is a code inspector for the Department of Labor Licensing and Regulation, and is expected to have knowledge and information relating to this action.
- m. Paul Cowells, is a electrician sub-contractor, who has general knowledge of the facts and circumstances giving rise to this action.
- n. Dave Cook, is a plumber sub-contractor, who has general knowledge of the facts and circumstances giving rise to this action.
- o. Katy Supowit, upon information and belief, as information and general knowledge of the facts and circumstances giving rise to this action.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: Plaintiff objects on the basis of work product and attorney client privilege to the production of attorney's notes, client summaries prepared for counsel, attorney client-communications, and the like. Subject to and without waiving the foregoing objections please see all documents produced herewith bates numbered Haynie(JLC&A)00001-00156.

3. In cases involving personal injury set forth the names and addresses of all physicians who have treated the party and all hospitals to which the party has been committed in connection with said injuries and also set forth a statement of all medical costs involved.

ANSWER: Not Applicable.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: Not Applicable.

5. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER: Plaintiff objects on the grounds of prematurity as discovery has just commenced and the extent plaintiff's damages have not yet been fully determined; plaintiff's damages will be subject to a more precise determination prior to the trial of this matter: Subject to and without waiving the foregoing objection:

- Plaintiff has been forced to essentially end his construction business, please see relevant taxes documents showing plaintiff's income produced herewith at Haynie(JLC&A)00142-00156),
- Plaintiff has lost a contract with Nasser Alquza for approximately \$100,000 and a contract with Lisa (last name unknown) for approximately \$80,000 as well as other contracts and business opportunities,
- Plaintiff retained an expert for prior related litigation at a cost of \$1,000,
- Plaintiff has also suffered embarrassment, humiliation, and mental anguish as well as the attorney's fees and costs of this action, and
- Plaintiff has also suffered further separated damages in the form of attorney's fees for defending baseless charges and fines brought against him by the individual defendants with further damages including reputational loss, humiliation, embarrassment and mental suffering caused by the same.

6. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: Plaintiff has not retained as to this litigation; however, plaintiff did hire Applied Building Sciences, Inc. 1416 Chapin Road, Chapin, SC 29036 to analyze whether or not a shed constructed by plaintiff met code; report produced herewith.

7. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: Please see answer to Interrogatory 1, above.

RESPONSES TO REQUESTS FOR PRODUCTION

1. Copies of any and all statements given by Plaintiff, or any witness or his attorneys, whether written or recorded on a tape recorder or otherwise which relate to the matters complained of in the Complaint.

RESPONSE: Plaintiff has not obtained witness statements at this time.

2. Copies of any and all photographs or other visual aids in possession of the Plaintiff or Plaintiffs attorney.

RESPONSE: Please see as applicable any and all such documents produced here with bates-numbered Haynie(JLC&A)00001-00156.

3. Copies of any and all reports, opinions, correspondence, memoranda, or other documentation provided to Plaintiff and I or his counsel from any expert retained in this litigation.

RESPONSE: Plaintiff has not yet retained an expert in this litigation, but did retain an expert in prior related litigation (see Interrogatory 6 above) report produced at 00140-00141.

4. A copy of a curriculum vitae for any expert witness retained in this litigation.

RESPONSE: None

5. A copy of any document used or referred to in responding to the first set of Interrogatories served herewith.

RESPONSE: Object on the basis of attorney client privilege and work product (attorney notes); subject to and without waiving the foregoing, please, generally, see all documents produced herewith.

6. Each document not already requested that is in the possession of the Plaintiff or plaintiff's counsel that is relevant to the issues raised in the Complaint or that you will offer into evidence at trial in support of your claim in this case.

RESPONSE: Please see all documents produced herewith.

(Signature Block on Next Page)

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Attorneys for Plaintiff

May 6, 2013
Columbia, South Carolina

Transcript of the Testimony of **MARK WILLIAMS**

Date: October 2, 2013



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

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1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2)
3 COUNTY OF RICHLAND) C/A #: 2012-CP-40-7392
4)
5 Frank "Doc" Haynie,)
6)
7 Plaintiff,)
8)
9 v.)
10)
11 The City of Forest Acres, Mack M.)
12 Williams, Shaun Greenwood and Clark)
13 Frady in their individual capacities)
14)
15 Defendants.)
16)

* * * * *

18 The deposition of MARK WILLIAMS, taken on
19 behalf of the Plaintiff at the law offices of Adams
20 & Reese, 1501 Main Street, 5th Floor, Columbia, South
21 Carolina, on the 2nd day of October, 2013 before
22 Jill H. Vickers, Certified Court Reporter and Notary
23 Public in and for the State of South Carolina,
24 pursuant to Notice of Deposition and/or agreement of
25 counsel.

APPEARANCES

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 Attorney for the Defendants (Mack M. Williams, Shaun
 Greenwood and Clark Frady)
 Also Present:
 Frank "Doc" Haynie, Plaintiff

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MR. WILLIAMS:

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STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby waived.

1 MARK WILLIAMS, having been duly sworn, testified as
2 follows:

3 DIRECT EXAMINATION BY MR. PORTER:

4 Q: Mr. Williams, we met before. My name is Paul
5 Porter. I represent Frank "Doc" Haynie. We're
6 here today for your deposition, amongst others.
7 First off, have you ever been deposed before?

8 A: Yes.

9 Q: How many times, approximately?

10 A: Once.

11 Q: And what sort of matter were you deposed in?

12 A: It was a lawsuit involving the City of Isle of
13 Palms..

14 Q: Not involving Forest Acres matters in any way?

15 A: No.

16 Q: Okay. Even though this is not your first time,
17 I'll briefly go through some things I have to
18 tell you and some things I like to tell you
19 before we start a deposition. First off, you
20 are under oath, just as you would be in a Court
21 of Law. Of course, the court reporter will be
22 recording everything you and I say today, so
23 with that in mind, I'd like us to watch out for
24 a few things. One is, in regular conversation,
25 we have the habit of talking over each other.

1 That makes it difficult for her to keep a clean
2 transcript. So, I ask that you let me finish
3 stating the question before you start
4 answering, and I will do my very best to show
5 you to same respect. I will slip up from time
6 to time, as will you, as in normal
7 conversation. Also, with that in mind, please
8 avoid non-verbal cues or non-verbal answers,
9 uh-huh, huh-uh or a shake of the head. That
10 will muddy up the transcript, as well. You
11 want to use yes or no where possible. We
12 probably won't go too terribly long today. We
13 may take at least one break, or if you need
14 other breaks, just let me know throughout, and
15 I'll be happy to accommodate you. I do ask,
16 during that break, you not speak to your
17 attorneys. If you do, I'll have the right to
18 ask you what you spoke about. During the
19 deposition, if you realize an answer you've
20 given me is either incomplete or wrong, please
21 correct that before the deposition ends. Will
22 you do that for me?

23 A: Yes.

24 Q: Do you have any other questions for me before
25 we begin?

1 A: No.

2 Q: Please restate your full name for the record.

3 A: It's Mark Merrill, M-E-R-R-I-L-L, Williams.

4 Q: Mr. Williams, is there anything that may make
5 it more difficult for you to testify here
6 truthfully today?

7 A: Not that I can think of.

8 Q: Taking any medications that might interfere
9 with your ability to testify truthful today?

10 A: No.

11 Q: Have you had any alcohol within the last 12
12 hours?

13 A: How many hours back -- no.

14 Q: Have you done anything to prepare for today's
15 deposition?

16 A: I've looked over a few of the exhibits.

17 Q: And when you say "exhibits", are you talking
18 about documents that you've been given by your
19 counsel?

20 A: Yes.

21 Q: Have you looked over any documents on your own,
22 perhaps notes or anything of that sort to
23 prepare for today's deposition?

24 A: No.

25 Q: What is your current street address?

1 A: 1157 Sunnyside Drive, Columbia, 29204.

2 Q: How long have you resided at the Sunnyside
3 Drive address?

4 A: Eight-and-a-half years.

5 Q: Prior to Sunnyside Drive, what was your
6 address?

7 A: 110 Proprietor's Court, Summerville, 29485.

8 Q: Do those make up your only residences over the
9 last ten years?

10 A: Yes.

11 Q: Who else resides with you at the Sunnyside
12 Drive address?

13 A: My wife.

14 Q: What is her name?

15 A: Loretta Barnhill.

16 Q: Is it Loretta Barnhill Williams?

17 A: No. It's just Loretta Barnhill.

18 Q: Do you have any children over the age of 18 who
19 reside in Richland County?

20 A: I do not.

21 Q: Do you have any family either by blood or by
22 marriage over the age of 18 who reside in
23 Richland County?

24 A: I do not.

25 Q: Do you attend a church?

1 A: Not regularly.

2 Q: What church do you attend at times?

3 A: We have attended Shandon Presbyterian Church,
4 and I forgot the name of the other one.
5 Shandon is the most recent one.

6 Q: Are you a member of any civic organizations?

7 A: Forest Acres Rotary Club.

8 Q: Are you a member of any professional
9 organizations in the -- and what I use to
10 describe that is, for attorneys, the Richland
11 County Bar Association?

12 A: I'm a member of the South Carolina City/County
13 Managers Association, and the International
14 City Managers Association.

15 Q: Next -- well, let me first ask you, what is
16 your highest level of education?

17 A: Master's Degree in Public Administration.

18 Q: Where did you achieve that?

19 A: College of Charleston.

20 Q: Where did you achieve your Bachelor's?

21 A: Armstrong State College in Savannah, Georgia.

22 Q: What was your Bachelor's in?

23 A: Political Science.

24 Q: When did you achieve your Master's?

25 A: December of 1988.

1 Q: When did you achieve your Bachelor's?

2 A: April of 1978. Did I say '88 or '78 in the
3 previous one?

4 Q: You said '88 for the Master's.

5 A: Yes. Okay.

6 Q: What was your date of birth?

7 A: 2-18-1954.

8 Q: In discovery, I've been presented kind of a
9 employment history for you. Rather than ask
10 you all of your previous employers, I'm going
11 to go through them with you, and just confirm
12 or deny that those were your employers, and let
13 me know if there's any we left out. Beginning
14 in February of 1980 to November of 1983, were
15 you employed by the Town of Ridgeland?

16 A: Yes.

17 Q: 1983 to June of '85, were you employed by Upper
18 Savannah Council of Governments?

19 A: Yes.

20 Q: Were you employed by the City of Isle of Palms
21 from June of '85 to October of 2000?

22 A: Yes.

23 Q: When you were employed with the City of Isle of
24 Palms, is that when you were called on to give
25 a deposition in a lawsuit?

- 1 A: Yes.
- 2 Q: Were you a party to that lawsuit?
- 3 A: I was not.
- 4 Q: Were you employed by the Town of Summerville
- 5 from 2000 to 2004?
- 6 A: Yes.
- 7 Q: And are you presently employed by the City of
- 8 Forest Acres, beginning employment in or around
- 9 January of 2005?
- 10 A: Yes.
- 11 Q: Any other employment other than part-time or
- 12 summer work that we've missed going through
- 13 this list.
- 14 A: No, that covers it.
- 15 Q: Why did you leave the Town of Ridgeland?
- 16 A: To take the opportunity at Upper Savannah
- 17 Council of Governments.
- 18 Q: Was it voluntary?
- 19 A: Yes.
- 20 Q: Why did you leave Upper Council of Governments?
- 21 A: To take the job at Isle of Palms.
- 22 Q: Voluntary?
- 23 A: Yes.
- 24 Q: Why did you leave Isle of Palms?
- 25 A: To voluntarily take the job at Summerville.

1 Q: And why did you leave Summerville?

2 A: Summerville was involuntary. The council chose
3 not to renew my contract.

4 Q: Did they give you a grounds for non-renewal?

5 A: No.

6 Q: Do you have any speculation as to what the
7 grounds were for non-renewal?

8 A: I didn't fit their community.

9 Q: Who do you report to as City Administrator? Is
10 it the Council?

11 A: The Mayor and City Council.

12 Q: Is a city Administrator for Forest Acres, have
13 you ever been reprimanded or maybe other
14 nomenclature in your position from the mayor
15 and/or City Council?

16 A: No.

17 Q: Have you ever been counseled or warned about a
18 conduct or behavior?

19 A: No.

20 Q: In your other employment, as we go backwards,
21 have you even been reprimanded, counseled or
22 warned in any of your work?

23 A: Yes. At Isle of Palms, and I don't know what
24 kind of documentation there was on it, but a
25 majority of the Council asked me to improve my

1 relationship with the Mayor, which I did.

2 Q: Any others throughout your career?

3 A: No.

4 Q: Have you ever been terminated from any
5 employment? And we've talked about the
6 non-renewal of the contract at Town of
7 Summerville. Here, I'm asking about any
8 employment, not just those we've gone through
9 in government.

10 A: No -- well, I seem to recall a radio job that
11 I had at the radio station in Savannah in the
12 1975-'76 time frame, where I was let go, and
13 they decided to hire an all female news staff.

14 Q: And that sounds pre-college graduation,
15 correct?

16 A: Oh, yes.

17 Q: Do you have any sources of income beyond your
18 work with the City of Forest Acres?

19 A: I have retirement through the South Carolina
20 State Retirement System.

21 Q: Are you a TERI'd employee?

22 A: Yes.

23 Q: When did you TERI?

24 A: A little over five years ago.

25 Q: I believe, when we were going through your past

1 employment, you began working for the City of
2 Forest Acres in January of 2005?

3 A: Yes, first week of January.

4 Q: When did you first meet Mr. Doc Haynie?

5 A: I honestly can't remember.

6 Q: And you can answer to the best of your
7 recollection. Was it early on in your career,
8 or was it pre-career, or was it maybe a few
9 years into it?

10 A: I think it was several years in.

11 Q: And upon what sort of occasion or event or
12 circumstances did you meet Doc Haynie?

13 A: To my recollection, I didn't meet him until
14 there was a conflict on 1325 Brentwood when
15 Code Enforcement started to enforce the zoning
16 regulation.

17 Q: Beginning then and thereafter, how frequent was
18 your communication or interaction with Doc
19 Haynie?

20 A: Intermittent, sporadic.

21 Q: So, you know, it could be a couple times a
22 week, or it could only be a couple times a
23 month or no times a month, that sort of thing?

24 A: My recollection is no more than two or three
25 times a year.

1 Q: In your interactions with Mr. Haynie, has he
2 ever been dishonest to you?

3 A: I wouldn't know.

4 Q: Okay. So you don't know of any circumstances
5 where he's ever lied to you?

6 A: No. I can't say that I do.

7 Q: Okay. And I'm going to go through a few of the
8 people involved in this matter. When did you
9 first come to meet Shaun Greenwood?

10 A: Shaun Greenwood worked with me in Summerville
11 as a Code Enforcement Officer.

12 Q: Did you hire him at Forest Acres?

13 A: Yes.

14 Q: When did you first meet Clark Frady?

15 A: Clark was providing assistance through Richland
16 County Inspections to the City, and I met him
17 in the context or in the course of that
18 performance and then interviewed him for the
19 opening of our job when we decided to fill it
20 with a full time inspector.

21 Q: Did you hire Mr. Clark Frady?

22 A: Yes.

23 Q: Have you met a Jeff Crane?

24 A: No.

25 Q: Have you met a John Cloyd?

1 A: No, but I've communicated with him on the -- by
2 Internet.

3 Q: Upon what occasions have you come to
4 communicate with Mr. Cloyd as it relates to Mr.
5 Haynie or that involved or related to Mr.
6 Haynie?

7 A: There was, I think, an email from them -- and
8 it wasn't him. It was one of the staff members
9 wanting information about Building Permits on
10 the property at 1325 Brentwood.

11 Q: And his staff members -- he's an employee of
12 Richland County. Is that correct?

13 A: John Cloyd?

14 Q: Yes.

15 A: He is a department head, I believe.

16 Q: Do you know Mitchell Goodwin?

17 A: I do not.

18 Q: Do you know Barry Epps?

19 A: I do.

20 Q: In what capacity do you know Barry Epps?

21 A: Barry Epps was a former building official with
22 Forest Acres whom I hired.

23 Q: How long did you have occasion to work with
24 Barry Epps?

25 A: I'm not certain, but I believe it was

1 approximately two or two-and-a-half years.

2 Q: In your experience, was Barry Epps ever
3 dishonest to you in any way?

4 A: No.

5 Q: Do you know Margo Pearce?

6 A: I do.

7 Q: And how did you come to know Margo Pearce?

8 A: She was employed by the City of Forest Acres.

9 Q: Is she no longer employed with the City of
10 Forest Acres?

11 A: That's correct.

12 Q: In your experience with Margo Pierce, has she
13 ever been dishonest to you?

14 A: Yes.

15 Q: Please elaborate.

16 A: By not performing the duties of her job and
17 through our discovery after she was gone of
18 examples of incompetence, and we would
19 challenge her on her job performance, and she
20 would maintain that she was doing her job,
21 when, in fact, she was not.

22 Q: Have you had any conversations with anyone
23 other than counsel about this lawsuit?

24 A: Just staff members.

25 Q: On what occasions have you spoken to staff

1 members about this lawsuit?

2 A: And one other person.

3 Q: Whom?

4 A: It's an individual named Doug Truslow.

5 Q: And let's start with staff members. On what
6 occasions have you had to talk with staff
7 members about this lawsuit?

8 A: Gathering records for both sets of attorneys.

9 Q: Go beyond obtaining documents for -- and at the
10 direction of counsel, have you had casual
11 employees of Forest Acres or other persons
12 about this lawsuit?

13 A: No one outside the City and ---

14 Q: Go ahead. I cut you off.

15 A: Well, I was going to say, I don't recall any
16 specific conversations.

17 Q: With regard to Doug Truslow, let me first ask
18 you, was he giving you legal advice in your
19 conversations with him regarding this lawsuit?

20 A: No.

21 Q: How did you come to converse with Doug Truslow
22 regarding this lawsuit?

23 A: He had called to ask if -- to confirm if we had
24 been sued by Frank Haynie, as he had heard.

25 Q: Do you recall the contents of that

- 1 conversation, and was it just that brief or ...
- 2 A: Well, I confirmed that we had been, and he said
- 3 that he had been sued, as well.
- 4 (Plaintiff's Exhibit Number 1 was marked for
- 5 identification purposes.)
- 6 Q: I hand you what's been marked as Plaintiff's
- 7 Exhibit 1. And after you've had a moment to
- 8 look through that, just let me know if you've
- 9 ever seen this document before prior to this
- 10 lawsuit?
- 11 A: I saw this document in the list of exhibits
- 12 that I was reviewing.
- 13 Q: But prior to this lawsuit, did you receive this
- 14 document, and the reason I ask is it was
- 15 addressed to the City of Forest Acres Code
- 16 Board of Appeals. Had you seen this prior to
- 17 this lawsuit?
- 18 A: I don't recall seeing this specifically.
- 19 Q: What is the City of Forest Acres Code Board of
- 20 Appeals?
- 21 A: It is an appellant board that is established in
- 22 the building codes for challenges to
- 23 interpretation by the building official to be
- 24 heard by an appellant body.
- 25 Q: When was the Forest Acres Code Board of Appeals

1 created, I guess?

2 A: 2011, is my recollection.

3 Q: Was Mr. Haynie's case the first case heard
4 before the Forest Acres Code Board of Appeals?

5 A: It was.

6 (Plaintiff's Exhibit Number 2 was marked for
7 identification purposes.)

8 Q: I hand you what has been marked as Plaintiff's
9 Exhibit 2. Before we do that, who is on the --
10 first, let's start in 2011. Who was on that
11 Code Board of Appeals?

12 A: An individual named John Lowsky, Williams
13 Sargent, and I honestly can't recall who the
14 third person is.

15 Q: Do those persons continue to occupy positions
16 on the Forest Acres Code Board of Appeals?

17 A: They do. I think it's a three year term.

18 Q: Who are they elected by?

19 A: They're appointed by City Council.

20 Q: Did you make recommendation that any of the
21 three people, including the two you named and
22 the other that we can't recall be appointed by
23 City Council?

24 A: Yes.

25 Q: Did you make recommendations that each of the

1 three be appointed by City Council?

2 A: Yes.

3 Q: I hand you what's been marked as Plaintiff's 2.

4 After you've had a chance to review this. I

5 want to ask you first if you've seen this

6 before prior to the filing of this lawsuit?

7 A: Yes, I think I have.

8 Q: Now, the recipient of this letter appears to be

9 a Lee Holloway. Who is Lee Holloway?

10 A: The Cit's attorney.

11 Q: How did you come to receive this correspondence

12 prior to the filing of this lawsuit?

13 A: I think I received it from him.

14 Q: If we read through the second paragraph of this

15 correspondence, and referring to the page

16 that's Bates Numbered -- and what I want to do

17 throughout this deposition, to make it more

18 smooth, in the bottom right-hand corner, you'll

19 see Bates Numbers, some are from us and some

20 are from them. Ours a "JLC&A" in parentheses.

21 This one starts "00035". And we'll kind of use

22 that as a page number as we go -- or I'll say

23 Page 1 of the exhibit. If we look on Page 1 of

24 the Exhibit or Bates Numbered, Plaintiff's,

25 00035, if you look at the second paragraph that

1 begins "Concerning the ordinance banning any
2 commercial enterprise from a residence, we
3 offer the following examples not being
4 subjected to the ordinance "all within 3 blocks
5 of our house)", and then it lists several
6 residences. Was anything undertaken to
7 investigate these claims? Why were you given
8 this? Answer that question, first.

9 MR. SHEALY: Object to the form, but please repeat
10 your question.

11 Q: Yes. Was anything done to investigate any of
12 these claims?

13 A: Yes, they were. Code Enforcement was given
14 this list and asked to check into these
15 complaints.

16 Q: Were any tickets written to the best of your
17 recollection?

18 A: I'm not aware that any tickets were written,
19 but I believe that either the conditions were
20 remedied or they didn't find the violation when
21 they inspected it.

22 Q: Was that the reason Mr. Holloway provided you
23 with the letter, or was there other reasons?

24 MR. COX: Object to the form.

25 Q: You may answer the question.

1 A: He just -- my recollection is he just said that
2 he got this communication from Frank Haynie,
3 and that if we -- he wanted to make sure that
4 these situations were not unresolved issues.

5 Q: If we look at the ---

6 A: Because we were concerned, of course, about
7 giving the appearance of selective enforcement,
8 which we don't do.

9 Q: If we begin reading at the top paragraph of the
10 second page, Bates Numbered 00036, "If that
11 isn't enough, add the multiple police visits
12 and Shaun Greenwood's ticketing of two student
13 cars for parking on the grass while ignoring
14 like violations of 20 other vehicles parked in
15 the neighbors yards the same day". What did
16 you say that Shaun Greenwood's position title
17 was again?

18 A: Code Enforcement Officer and Assistant City
19 Administrator, but I don't know at which point
20 one title changed to the next.

21 Q: Was it in his every day duties to ticket
22 vehicles?

23 A: As a general -- yes, as general code
24 enforcement.

25 Q: Are you aware whether or not this statement is

1 true, that two were ticketed, whereas 20 other
2 vehicles parked in neighbors yards were not
3 ticketed?

4 A: I do not. I do recall there being a discussion
5 about student parking around AC Flora High
6 School and that some residences were operating
7 it like a business and charging the students to
8 park there other than allowing them to park
9 voluntarily, and I believe the City had
10 information that they were collecting money for
11 the parking.

12 Q: My question was, though, do you recall if other
13 people were ticketed or just the two cars in
14 front of Doc Haynie's house?

15 A: I don't know if other people were ticketed.

16 Q: If others were ticketed, would Forest Acres
17 have a record of that?

18 A: I would think so.

19 Q: And if you find that Forest Acres does have a
20 record of that, I would ask that you please
21 provide it to your counsel.

22 (Plaintiff's Exhibit Number 3 was marked for
23 identification purposes.)

24 Q: I hand you now what's been marked as Plaintiffs
25 Exhibit 3. After you've had a moment to review

1 this, just let me know if you indeed did
2 receive this letter or a letter like this?

3 A: I recall seeing this.

4 Q: What was this in regards to, if you recall?

5 A: Well, there seemed to be at least a couple of
6 simultaneous issues. One was improvements he
7 was making to his daughter's property at 1325
8 Brentwood, and the other was his involvement in
9 a project on Covenant Road.

10 Q: And did you take action based on the receipt of
11 this letter?

12 A: No, because the appropriate role was for him to
13 appeal issues with the Building Department
14 through the Code Board of Appeals.

15 Q: At any time did you direct him to file an
16 appeal with the Code Board of Appeals?

17 A: Yes.

18 Q: Do you recall if you did that in writing, and
19 if so, when?

20 A: I don't recall whether it was in writing or
21 verbal.

22 Q: Do you recall whether or not, right after
23 receiving this incident correspondence we're
24 looking at, you advised him to file with the
25 Code Board of Appeals?

1 A: I'm not clear on the timing, but I know it must
2 have been about this same time.

3 (Plaintiff's Exhibit Number 4 marked for
4 identification purposes.)

5 Q: I hand you what's been marked as Plaintiff's
6 Exhibit 4. After you've had a chance to look
7 through it, let me know whether or not you've
8 seen these documents before the filing of this
9 lawsuit?

10 MR. SHEALY: Let me just ask for clarification.
11 You're referring to Exhibit Number 4 as "these
12 documents"?

13 MR. PORTER: Yes.

14 MR. SHEALY: Is this all intended to be one exhibit?

15 MR. PORTER: I believe so. I'm not positive on
16 that.

17 Q: If you've only seen some, but not all, you can
18 state that.

19 A: I don't know if I've seen all or part of this
20 document.

21 Q: And that's fine. If we look at the first page
22 of the document, I'm going to read for you the
23 first sentence. "I am at odds with Forest
24 Acres building inspector, Clark Frady, who has
25 issued 5 'stop work' orders on my jobs in the

1 6 weeks that I have known him". I believe you
2 just testified to multiple occurrences at one
3 time regarding one or several properties. Is
4 this what you're referring to when you say
5 there's multiple occurrences? Is that the same
6 thing that Mr. Haynie refers to in the first
7 sentence of Exhibit 4?

8 MR. SHEALY: Object to the form.

9 Q: You may answer.

10 A: Would you ask that again, please?

11 Q: Sure. Earlier, did you testify that there were
12 multiple occurrences and events going on at one
13 time, and that's when you received Plaintiff's
14 Exhibit Number 3, the correspondence to you?

15 A: I was referring to more than one project
16 concurrently.

17 Q: And when you state "project", are these
18 citations being written on a project?

19 MR. SHEALY: Object to the form.

20 A: I can't say, because I don't know which one
21 he's referring to here, whether he's talking
22 about the project he was working on on
23 Brentwood or the project on Covenant.

24 Q: How about answer this for me. When you say
25 that multiple things were going on and multiple

1 projects, whatever your verbiage was in Exhibit
2 3 when you received that, what were you talking
3 about? What was going on?

4 A: He had renovation projects underway at 1325
5 Brentwood and some commercial construction
6 project at Covenant Road. The address, I don't
7 recall.

8 Q: Well, how did you come to be involved in those,
9 or how did Forest Acres come to be involved in
10 those?

11 A: Staff would advise me that they were having
12 code compliance issues at one or both locations
13 and were trying to work them out, but if they
14 couldn't work them out, they would have to
15 issue stop work orders.

16 (Plaintiff's Exhibit Number 5 was marked for
17 identification purposes.)

18 Q: I hand you what's been marked as Plaintiff's
19 Exhibit 5. First, tell me if you've seen this
20 before, and by "this", I mean the entire
21 packet, but you can tell me if you've seen
22 some, part or all of these documents?

23 A: Yes, I believe I've seen part of it.

24 Q: And if we look beginning after the top email
25 with the second email in this chain, and I'm on

1 Page 1 of the exhibit, also Bates Numbered
2 "(JLC&A)00046", your email address does exist
3 second in the "To" line. Is that correct?

4 A: It does.

5 Q: The only other -- well, there are several other
6 Forest Acres email addresses within that.
7 "Fbrunson", who does that refer to?

8 A: That's the mayor.

9 Q: "Bepps", who does that refer to?

10 A: I assume Barry Epps.

11 Q: "Sgreenwood", who does that refer to?

12 A: Shaun Greenwood.

13 Q: And these other email addresses of
14 "jfcraigne@gwm.sc.edu", are you aware who that
15 is?

16 A: I'm not.

17 Q: "Crye@scana.com", are you aware who that is?

18 A: That's a council member's address.

19 Q: "Joellourie@gmail.com", are you aware who that
20 is?

21 A: State Senator.

22 Q: "Wsparks@bbandt.com", are you aware who that
23 is?

24 A: I am not.

25 Q: "Aebux@hotmail.com", are you aware of who that

1 is?

2 A: No.

3 Q: "Mlawyers@richlandone.org", are you aware who
4 that is?

5 A: No.

6 Q: And I believe which we've gone through this,
7 but I'm going to go just for just the email
8 address. Are you aware who
9 mitchell.goodwin@sc.dss.gov" is?

10 A: No.

11 Q: I'm going to set this aside for a minute. Now,
12 your testimony earlier was that you have not
13 met a Jeff Crane. Is that correct?

14 A: That's correct.

15 Q: Has Jeff Crane ever formally complained to the
16 City, or have you ever received any complaints
17 from Jeff Crane?

18 A: I believe there was an email from him, and I
19 can't remember what year, but I expect this is
20 a response to the complaint.

21 Q: And was that email sent to you personally, or
22 do you recall?

23 A: I think it was sent to me directly.

24 (Plaintiff's Exhibit Number 6 was marked for
25 identification purposes.)

1 Q: I'm going to hand you what's been marked as
2 Plaintiff' Exhibit 6. Answer me if you
3 recognize or have seen all or part of this?

4 A: Yes.

5 Q: Is this the complaint you referred to that you
6 believe you may have received from Jeff Crane?

7 A: I can't say with certainty whether this was the
8 only one, but this was the subject or
9 conditions at 1325 Brentwood.

10 Q: And what actions did you or did the City of
11 Forest Acres under your direction take based on
12 the complaint made by Jeff Crane?

13 MR. SHEALY: Object to the form. You may answer.

14 A: I asked Code Enforcement to investigate
15 conditions there, if there were code
16 violations, to please address them with the
17 property owner.

18 (Plaintiff's Exhibit Number 7 was marked for
19 identification purposes.)

20 Q: I hand you what's been marked as Plaintiff's
21 Exhibit Number 7. When you've reviewed it, did
22 you receive this email?

23 A: It appears to me the email was from me.

24 Q: Okay. Did you send this email? Thank you.

25 A: I must have.

1 Q: And this seems to be regarding the Code Board
2 of Appeals, and you testified about that
3 earlier. Is that the same thing?

4 A: It is.

5 (Plaintiff's Exhibit Number 8 was marked for
6 identification purposes.)

7 Q: This is marked as Plaintiff's Exhibit 8. Are
8 you involved in this chain of email
9 communications?

10 A: I appear to be copied, yes.

11 Q: And the second email from Clark Frady to Mark
12 Williams, subject line, "Re: Appeal??", when we
13 read the text -- and I'm going to jump down to
14 the last phrase, "Mr. Alquaza has indicated to
15 me that Doc Wild Construction has finished with
16 their part and their services is no longer
17 required". Do you recall what incident this is
18 referring to? And you can read the whole
19 thing. I pointed out only a sentence.

20 A: No, because I'm not aware of what the work
21 encompassed at that location. I only know he
22 was involved there. I don't know what he was
23 doing.

24 Q: Are you aware of whether or not Doc Haynie
25 worked as a general contractor or as a

1 subcontractor or both?

2 A: I really don't.

3 Q: Okay. Let's -- what is your involvement in
4 building code enforcement as the City
5 Administrator?

6 A: I only get involved in it when situations are
7 brought to my attention that staff believes I
8 need to know about.

9 Q: What about when citizens bring information to
10 your attention that they believe you need to
11 know about?

12 A: Yes. In fact, that is typically how our code
13 enforcement process starts, is responsive
14 complaints, which we get almost daily.

15 Q: In regards to the bottom email on this, do you
16 know -- or the top, do you know who is referred
17 to when it states "Mr. Alquaza?"

18 A: I'm aware that he was the owner of the business
19 over on Covenant.

20 Q: Covenant Road?

21 A: Yes.

22 Q: And if we read the second to the last sentence,
23 "His nephew explained there is no need for
24 appeal because you issued a new permit directly
25 to Mr. Alquaza", and this is from Doc Haynie to

1 you. Did you have any involvement in the
2 issuance of a permit directly to Mr. Alquaza?

3 A: No. I don't even know what that refers to. I
4 mean, I'm aware that that's an allegation that
5 Mr. Haynie has made, but Mr. Alquaza, unless he
6 was a commercial contractor, could not have had
7 the permit to do the work to his building.

8 Q: You're aware that there was an allegation that
9 Mr. Haynie has made?

10 A: He's alleged that the City issued a permit
11 directly to Mr. Alquaza to finish his project.

12 Q: Is it your position that no such permit was
13 ever issued? Is this what your testimony is?

14 A: I don't really know, because I don't get into
15 that level of it.

16 Q: And based on what you just testified, would
17 that have been inappropriate if one was issued
18 to Mr. Alquaza?

19 A: It would depend on what it entailed. I mean,
20 he can't perform commercial construction on his
21 own property unless he's a commercial
22 contractor.

23 Q: Was this property commercial or residential?

24 A: It's commercial.

25 Q: You know, I'm not a building codes guy, and I

1 know you're in the administration end, but how
2 do you distinguish between commercial
3 construction and non-commercial construction?

4 A: I think the distinction is made in the building
5 codes themselves as to how the respective
6 industries are treated.

7 (Plaintiff's Exhibit Number 9 was marked for
8 identification purposes.)

9 Q: I hand you what's been marked as Plaintiff's
10 Number 9. Before we go into Plaintiff's 9, let
11 me ask you if there is -- had a permit been
12 issued for Mr. Alquaza or anyone else, would
13 there be a place where Forest Acres would
14 maintain that record?

15 A: It would be in the Building Department, yes.

16 Q: And if any such permit exists or you come
17 across it or you find it, please provide it to
18 your attorney.

19 A: Sure.

20 Q: Once you've had a chance to review this, please
21 let me know whether or not you received this
22 correspondence.

23 A: Yes. I recall seeing this.

24 Q: What is this referring to when it says "Scale
25 building size back down to under 120 square

1 feet"?

2 A: As it was explained to me by the staff, there
3 was a difference in the codes as to how a
4 structure of a certain size or smaller was
5 treated in the building codes than if it were
6 larger, with it being more complicated in
7 design and the code requirements the larger it
8 got, and I think this was an attempt to bring
9 it under a threshold that required a more
10 intensive scrutiny, if you will, by the City.

11 (Plaintiff's Exhibit Number 10 was marked for
12 identification purposes.)

13 Q: I hand you what's been marked as Plaintiff's
14 10, and after you review it, I'm going to ask
15 if you've ever seen this before or received it
16 in any way, shape or form before this lawsuit
17 was filed?

18 A: I believe I've seen this.

19 Q: And to the best of your recollection, upon what
20 occasion did you come to receive this document?

21 A: That, I'm not sure about. I can't remember
22 whether I was copied on it or whether the Mayor
23 forwarded it to me or just how I came to be in
24 possession of it.

25 Q: Let me go through a few areas of this document,

1 and this is referring to Nasser Alquaza's
2 property. Is that what we were discussing
3 earlier?

4 A: Yes.

5 Q: And when I say "earlier", in the last line of
6 questioning. In the second sentence -- second
7 to last sentence, first paragraph, "The plans
8 and early work was inspected and approved by
9 your Barry Epps." And in your experience, was
10 Mr. Epps competent in his work?

11 A: No.

12 Q: And how was he incompetent in his work?

13 A: I can't tell you as to specifics now, but at
14 the time a decision was made to separate his
15 employment, I had come to the conclusion that
16 he was not performing his job well.

17 Q: Was the stated reason for his separation in
18 employment not that he had failed to complete
19 a required test or something to that effect?

20 A: Well, that's part of it.

21 Q: So, is it your assertion that there were other
22 grounds giving rise to his termination of
23 employment?

24 A: Just an impression. I don't know that we
25 specifically addressed more than just his

1 failure to attain his certification that he had
2 to have.

3 Q: And to the best of your recollection, what was
4 that impression based on?

5 A: Just my supervision of him as a department
6 head.

7 Q: What sorts of things did he do or not do that
8 gave you that impression?

9 A: I don't think he followed up as actively on
10 most of the issues that he was working on as I
11 would have liked.

12 Q: And if we look at the second sentence -- excuse
13 me -- we first referred to what I called the
14 second to the last sentence in Paragraph 1. It
15 was actually third to the last. If we look at
16 the true second to the last sentence in
17 Paragraph 1, "The last inspection (electrical)
18 was done by a Richland City Inspector on lone
19 to Forest Acres". Was it common practice to
20 have inspectors on loan to Forest Acres in or
21 around this 2011 time frame?

22 A: Yes. We had been using them for commercial
23 inspections until Mr. Epps required his
24 certification.

25 Q: In your experience, were these Richland County

1 Inspectors competent or incompetent?

2 A: I really wasn't in a position to know. They
3 did their inspections. There weren't any
4 issues that I'm aware of that got to me, so I
5 have to assume that they were competent.
6 Although, their employer would have to comment
7 on that.

8 Q: But as far as you know, you've received no
9 information that would lead you to believe that
10 they were incompetent. Is that correct?

11 A: No.

12 Q: If we move further down the page to the third
13 paragraph -- or let's start with the last
14 sentence, second paragraph. "Nasser was told
15 a while back that he just needed to renew the
16 permit and pay a fee, SOP". Are you aware of
17 the operating procedures for permit renewal or
18 fees and the like for such issues?

19 A: I know that a permit expires after a certain
20 time. I think it's 180 days if no work has
21 been done or no inspections are made, but
22 beyond that, I don't know how his circumstances
23 fit that situation.

24 Q: Sure. And after that permit is expired, what's
25 your knowledge of how that permit is renewed?

1 A: It depends, I guess, on whether or not there
2 had been amendments to the construction
3 project, compared to -- the project is approved
4 on a certain day with a certain plan. If the
5 work is either done or different work is done
6 and then they come back to obtain a renewed
7 permit, then there could be a requirement to
8 have or submit additional plans or amended
9 plans, but I don't -- like I said, I don't know
10 if that was the circumstance here.

11 Q: Okay. Well, read on into Paragraph 3. "Then
12 it was discovered that I was the contractor.
13 I wasn't at today's meeting but was told that
14 Shaun Greenwood told them they couldn't get a
15 new permit without new Architectural plans and
16 Engineering. And if you read the second and
17 third paragraphs in conjunction, should the
18 existence of Doc Haynie as a contractor or
19 another contractor in his place make any
20 difference as to the level of enforcement with
21 regard to build?

22 MR. SHEALY: Object to the form.

23 A: It's not determined by who the person is. It's
24 depending on the circumstances of the project.

25 Q: If it was determined by who the person is,

1 would that be inappropriate?

2 A: Yes.

3 Q: Why would that be inappropriate?

4 A: Because that's not a factor in the situation.

5 Q: What factors should be considered?

6 A: Whether the construction project is consistent
7 with the plans that were approved by the City
8 and that the work is done, inspected and that
9 the inspections are consistent with the plans.

10 (Plaintiff's Exhibit Number 11 was marked for
11 identification purposes.)

12 MR. PORTER: And counselors, this is marked
13 Plaintiff's 11, which is fine, but what I will
14 likely to do, to the extent I use them in
15 future depositions today or later on in this
16 case, I'll likely reference exhibits introduced
17 in his to the extent possible rather than
18 introducing new exhibits into the future
19 depositions.

20 MR. SHEALY: I'm not sure I follow you. Is that
21 comment just with respect to Exhibit Number 11
22 or respect to all of these?

23 MR. PORTER: Every exhibit.

24 MR. SHEALY: That just occurred to you right now or
25 ...

1 MR. PORTER: I think I mentioned it at the last
2 deposition, that that's what I typically do,
3 but I wanted to restate it.

4 MR. COX: We're just going to keep using the same
5 numbers, is what you're saying?

6 MR. PORTER: Exactly.

7 MR. SHEALY: Okay.

8 Q: After you review this document, will you let me
9 know if you recall being involved in these
10 conversations?

11 A: Yes.

12 Q: And what was your involvement in these
13 conversations?

14 A: I was asking my staff for explanations
15 addressing issues that had been raised about
16 the storage shed at 1325 Brentwood Avenue --
17 no, Brentwood Drive. And then, I guess the
18 issue is related to Covenant Road, and I was
19 generally aware there was a problem with the
20 restrooms and ADA compliance, but that's about
21 it?

22 Q: When we talk about that -- well, first, let me
23 ask you, was this a conflict of how -- or what
24 code should be applied to storage shed and --
25 not the ADA compliance issue but the other

1 issue you referenced.

2 A: Forest Acres had adopted the 2006 International
3 Residential Code. Much of Mr. Haynie's
4 correspondence kept addressing the 2009 Code,
5 which was not in effect at Forest Acres.

6 Q: And with regard to the ADA compliance issue, do
7 you recall what the outcome on that issue was?

8 A: No, just that I was told that the restrooms
9 were not compliant, and I don't know how it was
10 that they weren't compliant, just that they
11 weren't.

12 (Plaintiff's Exhibit Number 12 was marked for
13 identification purposes.)

14 Q: I hand you what's marked as Plaintiff's Exhibit
15 12, and I want to ask you if you recall ever
16 having received this document prior to this
17 lawsuit being filed?

18 A: No. I don't recall seeing this until there was
19 a lawsuit.

20 Q: And in regards to the last exhibit, to digress
21 briefly, who told you that the bathroom wasn't
22 ADA compliant?

23 A: I can't remember now whether it was Shaun or
24 whether it was Clark, but I think the final
25 call would have been Clark's as a building

1 official.

2 Q: Would that also have been in Shaun's purview as
3 general code enforcement officer to look into
4 ADA compliance?

5 A: Clark provides supervision of that
6 Department -- I mean, sorry, Shaun.

7 Q: If we look at Plaintiff's 12, it's your
8 testimony that you do not recall having
9 received this until after the lawsuit was
10 filed. Is that correct?

11 A: To the best of my recollection.

12 Q: If we begin reading that "This afternoon",
13 "This afternoon, Clark called the owner and
14 told him that, since I refused to work with
15 him, Nasser needed new architectural drawings
16 with full engineering before he would renew the
17 permit. He then suggested getting a new
18 contractor." Are you aware of whether or not
19 Mr. Frady suggested to Nasser Alquaza or anyone
20 else with whom Mr. Haynie was the contractor
21 that they procure a new contractor?

22 A: I was aware of what he said in the previous
23 exhibit, which was if he couldn't get -- that
24 if Mr. Alquaza couldn't get Mr. Haynie as his
25 general contractor to remedy the bathroom

1 situation, then he should find another
2 contractor.

3 Q: Okay. And you believe those are the specific
4 words that he used?

5 A: Well, Mr. Frady wrote information, and I
6 forwarded it to Mr. Haynie.

7 Q: Let me ask you this ---

8 A: As to what he told him verbally, I don't know.
9 I wasn't there.

10 Q: You were not a witness to that conversation?

11 A: I was not.

12 Q: Even in those contexts, do you think it's
13 appropriate for a building inspector to
14 encourage a property owner to acquire a new
15 contractor?

16 MR. COX: Object to the form.

17 Q: You may answer the question.

18 MR. SHEALY: Object to the form.

19 A: I think if the property owner has a problem
20 with the code enforcement through the City and
21 is looking for solution to solve his problem,
22 I think Clark responsibly told him that you
23 need to work through your general contractor to
24 solve the problem. If your general contractor
25 won't solve the problem for you, then perhaps

1 you should get a new contractor. I think that
2 was the reason for that.

3 (Plaintiff's Exhibit Number 13 marked for
4 identification purposes.)

5 Q: I hand you what's been marked as Plaintiff's
6 Exhibit 13. Please tell me if you recall
7 receiving this email.

8 A: I've seen it, but I can't tell you at what
9 point, whether I saw it in 2011 or just saw it
10 as part of the exhibit.

11 Q: Do you recall the situation referred to herein?

12 A: No, I don't.

13 Q: Did Mr. Frady ever complain to you about Doc
14 Haynie hanging up on him?

15 A: No.

16 Q: Has Doc Haynie ever hung up on you?

17 A: No.

18 Q: Have you ever had phone conversations with Doc
19 Haynie, I guess I should have asked before
20 that?

21 A: I honestly don't recall. It would have been
22 either email, telephone and mail, so I don't
23 honestly remember which method of communication
24 we had.

25 (Plaintiff's Exhibit Number 14 was marked for

1 identification purposes.)

2 Q: I hand you what's marked as Plaintiff's Exhibit
3 14. Well, before we go into Plaintiff's 14, I
4 believe you testified that you don't
5 specifically recall whether or not you received
6 this email. Do you recall a circumstance where
7 you dealt with a complaint from Doc Haynie that
8 Frady was mad at him over Frady hanging up --
9 or over Haynie hanging up the phone on Frady?

10 A: No, I don't recall that being an issue.

11 Q: I hand you what's marked as 14. Do you recall
12 being involved in this chain of emails?

13 A: I do.

14 Q: We start at the bottom chain dated March --
15 bottom of the chain, March 26, 2011 at 9:31
16 from Doc Haynie to Mark Williams, subject line,
17 "Thanks for intervening". "Clark recanted his
18 objections & we are back on track". You may be
19 left with a more fundamental problem though.
20 It has been my approach for 35 years to defer
21 code issues to the inspectors. I am the
22 engineer and they are the code expert. By
23 playing the God card upon failing to cite any
24 relevant code, Clark is left with no
25 credibility in my mind. Further, he has no

1 structural knowledge and scant construction
2 knowledge. Mike Smith, at Richland County,
3 implied this may be a recurring problem." Who
4 is Mike Smith?

5 A: I don't know. He works at Richland County, but
6 that's the extent of my knowledge.

7 Q: What's the "God card"?

8 A: I have no idea.

9 Q: Do you recall what this email is referring to,
10 and you can read through it more fully or to
11 refresh your recollection?

12 A: No. I think -- my involvement was creating an
13 opportunity for Mr. Haynie to redress his
14 issues with the building official's
15 interpretations of the codes through the Code
16 Board of Appeals, and that was the extent of my
17 involvement in it. I know that there was a
18 difference of opinion, but I don't know the
19 specifics beyond the issue of the 2009 versus
20 2006 code and some provisions about the size of
21 a shed.

22 Q: And if we look at the top email from you to Doc
23 Haynie, and it's got Clark Frady cc'd, and you
24 gave this email an importance level of high.
25 You say, "For your information, I did not

1 intervene. I have no competency to involve
2 myself in codes interpretation. Whatever
3 difference you had with Clark over the codes he
4 resolved on his own. However, if there's a
5 next time you and he differ on codes
6 interpretation given your remarks you may want
7 to plan on appealing to the Code Board of
8 Appeals"?

9 A: Yes.

10 Q: And how was the Code Board of Appeals created?

11 A: It specified in the building codes that there
12 has to be members appointed to it who are
13 knowledgeable in the construction trades by
14 virtue of being an engineer working in the
15 trades or some other relationship to commercial
16 or to construction, and those individuals were
17 nominated based on their knowledge.

18 Q: To the best of your recollection, were those
19 members nominated to the Code Board of Appeals
20 before or after this email on March 28, 2011?

21 A: We could look that up in the record, but I
22 can't tell you in relation to this date whether
23 it was before or after.

24 Q: Let me ask you this. Doc Haynie is the first
25 person who had a hearing before the Forest

1 Acres Code Board of Appeals. Is that correct,
2 sir?

3 A: That's correct.

4 Q: How long prior to that hearing were those board
5 members appointed or elected to the Code Board
6 to the best of your recollection?

7 A: I don't know. To my knowledge, this was the
8 first instance of having any kind of code
9 dispute on an interpretation that wasn't
10 resolvable between the staff and the
11 contractor, and the Code Board was created to
12 provide an opportunity for an objective body to
13 consider the conflict and rule who was being
14 correct in their interpretation.

15 Q: And what I was asking is, to the best of your
16 recollection, when was it created?

17 A: All I can tell you is it was about this time.
18 I'm not sure whether it was before or after.

19 Q: When you say "about this time", are you
20 referring to this email or to the Code Board of
21 Appeals Hearing?

22 A: I'm talking about the Code Board of Appeals,
23 the appointments to the Code Board of Appeals.

24 Q: And that was a confusing question I asked.
25 When you said the creation was about this time,

1 are you referring to about this time, March 28
2 of 2011, or about this time, the hearing date
3 for the Code Board of Appeals Hearing from this
4 document?

5 A: No. I'm just talking about the creation of the
6 Code Board. I don't know when this case was
7 appealed. I don't remember the exact date.

8 (Plaintiff's Exhibit Number 15 was marked for
9 identification purposes.)

10 Q: I hand you what's been marked as Plaintiff's
11 Exhibit 15. Email subject line, "Too early for
12 a beer". Do you recall being a part of this
13 conversation?

14 A: It looks familiar, but I'm not sure when I saw
15 this.

16 Q: And if we look at the second email in this
17 chain -- or it's actually the preceding email
18 or the second most recent email in the chain
19 April 4, 2011 at 4:59 p.m. from you to Doc
20 Haynie. You state "Please fill out the
21 attached form to the best of your ability, and
22 I'll schedule a meeting of the Code Board of
23 Appeals as soon as possible". Does that
24 refresh your recollection as to when the Code
25 Board of Appeals members were actually

1 appointed?

2 A: They would have been appointed prior to this,
3 but I can't tell you how soon before, because
4 it would have required action of City Council.

5 Q: Do you know if they were appointed following
6 the correspondence we see in Exhibit 14, and
7 that's the last letter we looked at or the last
8 email we looked at?

9 A: Without relying on the records, I cannot.
10 (Plaintiff's Exhibit Number 16 marked for
11 identification purposes.)

12 Q: I hand you what's marked as Plaintiff's 16.
13 And after you look through this, just let me
14 know whether or not you recall ever having
15 received or reviewed this prior to this lawsuit
16 being filed?

17 A: I don't recall ever seeing this.
18 (Plaintiff's Exhibit Number 17 marked for
19 identification purposes.)

20 Q: I show you what's marked as Plaintiff's 17. If
21 you look through these documents, I'll purport
22 to you that they appear to be several tickets
23 written to Frank M. Haynie, Jr., who of course
24 goes by "Doc Haynie". The tickets appear to be
25 written by Clark Frady. What was your

1 involvement in these tickets to the best of
2 your recollection?

3 A: Just that I was advised that there would be an
4 issue.

5 MR. SHEALY: Can I make sure I'm clear. Number 17
6 consists of four pages.

7 MR. PORTER: 17, the first page of it is Bates
8 Numbered 079, and then we jump to 90, 87 and 89
9 out of order. The first page has three tickets
10 copied on one page, and then the following
11 pages of the individual three tickets.

12 MR. SHEALY: All right. I just wanted to make sure,
13 because the first page is the same thing as the
14 pages that follow, just put on one page?

15 MR. PORTER: To the best of my knowledge.

16 Q: And what was your testimony as to what your
17 involvement was in these tickets?

18 A: I was aware they were being issued.

19 Q: Did you ask that they be issued?

20 A: No, I didn't need to ask.

21 Q: Were you consulted as to whether they should be
22 issued?

23 A: No. I was told that they were being issued.

24 Q: And let's -- when you say that you didn't need
25 to be asked, is it a building inspector's

1 prerogative to issue a citation to a builder or
2 to not issue a citation to a builder based on
3 what that building inspector observes?

4 A: They have authority to issue citations as code
5 enforcement officers, so yes.

6 Q: Would a building inspector in the regular
7 course of business go through you to get
8 approval to renew a permit?

9 A: No.

10 Q: Would a building inspector go through you in
11 the regular course of business to get approval
12 to ticket or cite a builder?

13 A: No.

14 (Plaintiff's Exhibit Number 18 was marked for
15 identification purposes.)

16 Q: I hand you what has been marked as Exhibit 18.
17 In reviewing this, does it appear to be a page
18 or a page excerpt from City Council Meeting
19 Minutes with the City of Forest Acres?

20 A: It does.

21 Q: If we refer to the fifth paragraph, beginning
22 with "Williams", "Williams described events
23 leading to the first meeting since
24 establishment of the Code Board of Appeals, in
25 which a local contractor challenged Clark

1 Frady's interpretation and enforcement of the
2 building codes as they applied to a storage
3 building he was building behind a home on
4 Brentwood Drive". Do you recall describing
5 this to City Council?

6 A: Yes.

7 Q: Would this have been in the City Council
8 meeting just following that Code Board of
9 Appeals meeting to the best of your
10 recollection?

11 A: Well, it obviously follows it, but I don't know
12 -- without looking at the record, I can't tell
13 you what date they met.

14 Q: That's fine. "Williams said he would
15 characterize the meeting as somewhat
16 acrimonious". Will you elaborate on that for
17 me?

18 A: There was an audio CD recorded of the meeting,
19 and I listened to it, about five minutes of it,
20 and I'm the one who characterized it as
21 "acrimonious".

22 Q: And what about it did you find to be
23 acrimonious?

24 A: The tone of the discourse.

25 Q: And you listened to five minutes of the

1 hearing. That's not the complete hearing, was
2 it?

3 A: It was not.

4 Q: "Although the Code Board of Appeals upheld the
5 interpretation of the codes by Mr. Frady and
6 the contractor subsequently told Clark Frady
7 that he would reduce the size of the structure
8 to 120 square feet so as not to have to comply
9 with permitting and code requirements as
10 exempted by the 2006 IRC". Does this -- is
11 this similar to the information we read in the
12 prior exhibit that we talked about that "We've
13 not reduced this building to 120 square foot"?

14 MR. SHEALY: Object to the form.

15 Q: You may answer the question.

16 A: If I understand your question correctly, yes.

17 Q: And then later on, there appears to be a debate
18 about how many accessory structures could be
19 built. Did Forest Acres ever pass a ordinance
20 or the like restricting the number of
21 structures that persons can build in their
22 yard?

23 A: To my knowledge, we still have not.

24 Q: When you talked about the Code Board earlier,
25 you said that they needed to be an objective

1 body. What structures were in place to
2 maintain the objectiveness of that body?

3 A: I would measure their objectivity by having not
4 been involved in any prior discussions about
5 any of these matters before they got to them,
6 and then the building official would present
7 his case, and the contractor would present his
8 case, and then the Code Board would determine
9 which position they thought was the correct
10 one.

11 Q: Now, did you know these folks before you
12 appointed them or recommended that they be
13 appointed?

14 MR. SHEALY: Object to the form.

15 A: I knew one of them.

16 Q: I believe you answered you did know one of
17 them?

18 A: Did know one of them.

19 Q: And which one was that and how did you know
20 him?

21 A: William Sargent. He's in commercial real
22 estate.

23 Q: Did he work for Colliers?

24 A: I believe it's Colliers, but I'm not sure about
25 that.

1 Q: How did you know Mr. Sargent?

2 A: I live next door to him.

3 Q: I believe your testimony was that to maintain
4 objectivity, they would not be involved or you
5 would not communicate with them prior to the
6 hearing. Is that correct?

7 A: That's correct.

8 Q: Why wouldn't you do that?

9 A: I didn't want to color their judgment in any
10 prejudicial way and they'd sit at a
11 Quasi-Judicial capacity and wanted them to make
12 their own decision based on what was presented
13 at the meeting.

14 Q: Are there policies that govern maintaining that
15 objectivity, or is it just kind of your
16 standards and norms of practice, is how you
17 determine that?

18 A: It's the latter.

19 Q: When you say you wouldn't talk to them
20 beforehand, are you referring to you and your
21 employees or solely you?

22 A: Just me. I don't know if my employees had any
23 contact with them. I don't believe they did
24 prior to the meeting, but there's no way for me
25 to know.

1 Q: Should they have?

2 A: What?

3 Q: Should they have had contact with them prior to
4 the meeting?

5 A: No. Now, I don't know if the board members may
6 have asked them, "What's this about?" I don't
7 know. There's ---

8 Q: Go ahead. I didn't mean to cut you off.

9 A: There's a certain amount of background
10 information just as you would prepare a
11 criminal case going before a judge. If the
12 judge wants to know "what's the case about on
13 the docket" prior to hearing the case, it's no
14 different from that.

15 Q: But if a criminal case is going to be decided
16 by a jury -- and I'm not asking you a question
17 of law, but just in what you've seen of life
18 and TV shows ---

19 A: I don't watch it.

20 Q: Well, what you've seen in life, does the
21 prosecution come out and tell the jury what the
22 case is about without the defense present?

23 MR. SHEALY: Object to the form.

24 A: Not the jury. I'm talking about the judge.

25 Q: Yeah, and I changed that to a jury analogy.

1 But they don't do that with the jury. Is that
2 correct?

3 MR. SHEALY: Object to the form.

4 A: Not to my knowledge.

5 Q: And is there a time during that hearing -- is
6 there a time during that hearing in which the
7 board members could be apprised of the facts of
8 the case?

9 A: Can you rephrase the question? I'm not sure I
10 understand what you're asking.

11 Q: Yes, sir. How long are these Code Board of
12 Appeals Hearings supposed to last?

13 A: I have no idea. That was the first one that I
14 had ever been even remotely involved with, and
15 I did not attend the hearing itself.

16 Q: I cut you off again. Were you still going?

17 A: No, I was done.

18 Q: Have you ever attended one?

19 A: No.

20 Q: Do you know if there are any time restrictions
21 on these hearings?

22 A: No.

23 Q: So, you don't know whether or not there is a
24 time within the hearing wherein the Appeal
25 Board can find out the facts of the case within

1 the confines of the hearing?

2 A: My understanding of the way that it operates is
3 that the staff presents their case, and then
4 the contractor presents their case, and then
5 they rule on the merits of what's been
6 presented. I don't know how long this one
7 lasted, but I'm not aware that each side didn't
8 get to present all the information that they
9 wanted to present.

10 (Plaintiff's Exhibit Number 19 was marked for
11 identification purposes.)

12 Q: I'm going to hand you Plaintiff's 19. And you
13 can turn through this and just let me know if
14 you've seen it or had any involvement with this
15 document or set of documents?

16 A: I think this is one of the documents I saw as
17 part of the filings of the lawsuit?

18 Q: But prior to that, you had had no experience
19 with these documents?

20 A: No, sir.

21 Q: Let me ask you, I believe your testimony was
22 earlier that the first person to put on their
23 case in these Code Board of Appeals Hearings is
24 the inspector side. Is that correct?

25 A: I told you, I believe that's how it operates.

1 I don't know for a fact. I wasn't there, so I
2 wasn't aware of what was said by any party or
3 how it was presented.

4 Q: Other than the first five minutes?

5 A: I don't know if it was the first five minutes.
6 I just picked a spot on the CD and listened for
7 about five minutes.

8 MR. SHEALY: Can we take a two minute break?

9 MR. PORTER: Sure.

10 (Whereupon, a short break was taken from 2:30 p.m.
11 ,to 2:35 p.m.)

12 (Plaintiff's Exhibit Number 20 was marked for
13 identification purposes.)

14 Q: I hand you Plaintiff's 20. After you review
15 this, just let me know if you've seen -- after
16 you review this, I'll have a question.

17 A: I saw this in the documents for the lawsuit.

18 Q: And your testimony earlier was that you don't
19 recall any events prior to the lawsuit
20 regarding this voice mail conversation or
21 anything like this, do you?

22 A: I don't.

23 MR. SHEALY: Object to the form.

24 (Plaintiff's Exhibit Number 21 was marked for
25 identification purposes.)

1 Q: I hand you what's marked as Plaintiff's 21.

2 MR. PORTER: And counsel, I'll submit to you that I

3 don't know if the first page goes with the

4 following pages. I just kept them attached,

5 just in case they did. The first page is Page

6 2 of a two page email, but they came out of one

7 of y'all's production.

8 MR. SHEALY: Came out of our production.

9 Q: And I'm mostly concerned with what's on Page 2

10 through the end, and I'm going to briefly walk

11 through these with you.

12 MR. COX: Y'all keep going.

13 (Whereupon, Mr. Cox left the room for a brief

14 period.)

15 Q: This appears to be a timeline either prepared

16 by LLR or prepared by or the plaintiff or

17 prepared by y'all. Did you prepare this

18 timeline?

19 A: I did not.

20 Q: Do you recall Clark Frady and Shaun Greenwood,

21 were they appointed as code officers on or

22 around March of 2010. I have got the date

23 3-10. I don't know if that's March of 2010 or

24 March 10th, 2011.

25 A: Is that a question.

1 Q: Yes.

2 A: That sounds about right.

3 Q: March of 2010?

4 A: Yes, but I'm not sure that's what this is
5 referring to.

6 Q: And in April of 2010, we've got "Forest Acres
7 Council Meeting Minutes: Administrator Williams
8 reported this is a 'housekeeping' item in case
9 it is needed".

10 A: That's definitely not what this is referring --
11 this is referring to a motion in City Council
12 Meeting Minutes to officially appoint Clark and
13 Shaun as code enforcement officers so that
14 they're empowered to issue citations.

15 Q: So, that's what happened instead of what's
16 referred to in April of 2010?

17 A: Yes, but that wasn't his date of hire.

18 Q: If we look at March 11, "Equipment to Brentwood
19 to build storage unit", does that coincide with
20 your recollection that the issues concerning
21 the Brentwood storage began around March of
22 2011?

23 MR. SHEALY: Object to the form.

24 Q: You may answer.

25 A: I mean, I've never seen this document, so I

1 don't know where it came from or what it's
2 supposed to be for.

3 Q: And that's fine. You can look through the
4 other exhibits if it helps you answer the
5 question. When the complaints or citations or
6 issues about the storage building on Brentwood
7 began, was that, to the best of your
8 recollection, on or around March of 2011?

9 MR. SHEALY: Object to the form.

10 A: My recollection is the problem started whenever
11 the neighbor sent the email complaining about
12 the condition of the property, and I know in
13 investigating it, staff had a concern that they
14 thought Mr. Haynie was operating his
15 construction business out of the property, and
16 I think that relates to the equipment, but as
17 I said, I don't know where this came from.

18 Q: And if we read in the section, 3/23/11, and I'm
19 still on the first page, the sentence in the
20 middle of that section beginning, "During this
21 first meeting I told Frady that we had a
22 commercial permit to upfit 3724 Covenant Road
23 and build a restaurant & Nasser Alquaza had
24 been working on interior trim himself & hoped
25 to get the electrician back in to build out the

1 service entrance. I told him, since I was the
2 GC, I had concerns about the structural
3 integrity of the 5 openings." Based on that
4 paragraph, do you believe, or can you glean
5 that this was possibly a document drafted by
6 Doc Haynie?

7 MR. SHEALY: Object to the form.

8 MR. PORTER: That's fine.

9 Q: You may answer the question.

10 A: I would have to speculate. I don't know where
11 it comes from.

12 Q: Would you speculate it was written by Doc
13 Haynie?

14 MR. SHEALY: Object to the form?

15 A: Given the tense he's using, I would have to
16 assume so.

17 Q: And I'm just going to run through this
18 timeline. "3/24/11, Frady left a message that
19 the drawing failed to meet code". Do you
20 recall an occurrence where Mr. Haynie submitted
21 drawings, and Frady asserted that those failed
22 to meet code?

23 MR. SHEALY: Object to the form.

24 Q: You may answer the question.

25 A: Not specific as to a particular date.

1 Q: And if we look back up at 3/23/11, "He demanded
2 drawings which I prepared & delivered at 4:30
3 p.m. that same day. Including in these, as an
4 undesired option, was a drawing taken directly
5 form IRC.09." And I know you testified earlier
6 that Forest Acres uses the '06 IRC, but do you
7 recall -- that's not my question. My question
8 will be, do you recall whether or not Mr. Frady
9 rejected a drawing taken from the '09 IRC?

10 MR. SHEALY: Object to the form.

11 Q: You may answer.

12 A: I wouldn't know.

13 Q: And is that because you wouldn't have been
14 involved in that?

15 A: I wouldn't have been involved in it.

16 Q: If we look down at 3/25/11, and I'm going to
17 jump to the bottom of the paragraph. "When I
18 directed him to the paragraph that applied to
19 our situation, he angrily called up Chapter 1,
20 'contractor shall comply with building
21 inspector's wishes' (the God card). I told his
22 former boss, Smith, told me I would probably
23 need to call on Williams for help then went
24 down and upgraded my message to urgent."
25 Earlier, in an email where you referred to a

1 Smith from Richland County, are you aware of
2 whether or not Mr. Smith from Richland County
3 was Mr. Frady's former boss?

4 MR. SHEALY: Object to the form.

5 A: I am not.

6 Q: We read on, "I then went to the job & we
7 covered our original holes and dug out for a
8 spread footing all around, as he wanted. That
9 afternoon he called & gave me approval to
10 proceed pursuant to my preferred design. I
11 sent an email -- 3/26/11, "I sent an email to
12 Williams thanking him. We then re-dug the
13 footing and post holes". And it's your
14 testimony that you did not intervene in the
15 situation referenced in the paragraph marked as
16 ---

17 MR. SHEALY: Object to the form.

18 A: I did not.

19 Q: If you'll look at Exhibit 20. That's the last
20 one I presented you, and also keep this open to
21 Page 438.

22 A: (Witness complied.)

23 Q: What we see in 3/29/11, does that appear to
24 reference the same voicemail referenced in
25 Plaintiff's 20?

1 MR. SHEALY: Object to the form.

2 Q: You may answer.

3 A: I would have to speculate. I have no way of
4 knowing.

5 (Plaintiff's Exhibit Number 22 was marked for
6 identification purposes.)

7 Q: We may come back to this. I hand you what will
8 be marked as Plaintiff's 22. If you'll turn
9 through these documents and let me know whether
10 or not you've seen them prior to the action of
11 this lawsuit?

12 A: I have not.

13 Q: Do you recall being involved in any way in an
14 LLR complaint filed against Clark Frady?

15 A: Only to the extent that I knew there was one.

16 Q: If we turn to the interview of Clark Frady, and
17 that is on Page 000499 or the third page of
18 this packet, you were not present for this
19 interview which is memorialized in this
20 memoranda. Is that correct?

21 A: I was not.

22 Q: In Paragraph 2, we read, "Investigator Lowe
23 asked Respondent about his credentials and he
24 replied that he was studying for the exams and
25 would have them passed before his 24 month

1 period is up in March 2012. He states that he
2 has performed some commercial inspections based
3 upon his 'competency' which are outside his
4 level of certification." Was Mr. Frady
5 employed by the City in March of 2012?

6 MR. SHEALY: I'm going to object to the form to the
7 extent that you premised that question on this
8 document.

9 Q: You may answer the question, and the specific
10 question is, was Mr. Frady employed by the City
11 in March of 2012?

12 A: I believe that he was.

13 Q: Are you aware of whether or not he passed his
14 credentials or the exams that are referred to
15 in this paragraph?

16 A: Yes.

17 Q: "He states that he has performed some
18 commercial inspections based upon his
19 'competency' which are outside his level of
20 certification". Do you have any knowledge as
21 to whether or not performing commercial
22 inspections outside the level of his
23 certification would have been appropriate or
24 inappropriate?

25 MR. SHEALY: Object to the form.

1 MR. COX: Same objection.

2 Q: You may answer the question.

3 A: He performed his job according to whatever
4 state statutes allowed him to do. In other
5 words, I could hire someone tomorrow off the
6 street with no experience and make them a
7 provisional building inspector.

8 Q: If we turn down to second to last paragraph on
9 that page, "When asked about the Board of
10 Appeals meeting, he acknowledges meeting with
11 the members prior to the meeting. The
12 Complainant's appeal was denied by the Board at
13 that meeting." Do you think it was appropriate
14 that he met with the Board of Appeals prior to
15 that meeting?

16 MR. SHEALY: Object to the form.

17 Q: You may answer the question.

18 MR. SHEALY: Paul, just a small point of order.

19 Actually, it would be my prerogative to tell
20 the witness whether or not he can answer.

21 MR. PORTER: I know.

22 MR. SHEALY: It's not going to be a problem, but I
23 just thought I would lay that out.

24 Q: Unless he tells you not to answer the question,
25 in which case you ignore me.

1 A: I would have preferred for him not to.

2 Q: And why would you have preferred for him not
3 to? MR. SHEALY: I object to the form.

4 A: I just think that that's probably a better way
5 to handle such cases, but as I said, they may
6 have asked him for information. I don't know.
7 I wasn't there.

8 Q: Let me ask you this. On the recording that you
9 heard, who was speaking?

10 A: I listened long enough to hear Clark Frady and
11 Mr. Haynie both speak.

12 Q: Was Clark Frady's portion of the recording
13 acrimonious?

14 A: It sounded -- both of them sounded very tense
15 and unhappy about being there, and when I used
16 the word "acrimonious", that's what I mean.

17 Q: So, were you referring to both Mr. Frady and
18 Mr. Haynie as acrimonious?

19 A: Yes.

20 Q: If we turn to the next page, an interview from
21 Margo Pierce, the second sentence in this
22 Memoranda of Interview. Well, first, let me
23 ask you, you were not present for this
24 interview. Is that correct?

25 A: That's correct.

1 Q: The second sentence of the Memoranda of
2 Interview states, "She feels she was terminated
3 because she had become vocal about the
4 activities of several employees, including the
5 Respondent". Are you aware of what she's
6 referring to there?

7 MR. SHEALY: Object to the form.

8 A: No.

9 Q: "When asked to be more specific about the
10 Respondent's activities, she stated that she
11 had observed him do several things that were
12 not appropriate as a Building Official, she
13 then stated he would do things like, not review
14 plans but approve them anyway saying that he
15 would 'catch them on inspection' which would
16 cause added expense to builders. She also
17 stated that he would perform commercial
18 inspections and not call for assistance from a
19 qualified inspector and would not show up for
20 inspections which resulted in calls to her
21 office." The first question I'm going to ask
22 you is, did you witness Mr. Clark Frady do
23 anything of the things stated or described in
24 the paragraph?

25 MR. SHEALY: Object to the form.

1 A: No, and if she were aware of such things, she
2 was remiss in not bringing them to my
3 attention.

4 Q: Who is Ms. Pierce's supervisor?

5 A: Me, ultimately.

6 Q: At any point, was her direct report Clark
7 Frady?

8 A: Clark Frady, Shaun Greenwood and then me.

9 Q: So, you were her second line supervisor?

10 A: I was her employer.

11 Q: Was there a Human Resources official she could
12 have gone to?

13 A: Me.

14 Q: It reads on, "When asked about the Appeals
15 Board meeting, she stated that the Respondent
16 called the members together before the meeting
17 and told them his side of the case and how he
18 wanted it handled, she felt that the
19 Complainant was 'playing against a stacked
20 deck' when he went into the meeting". If that
21 did occur, would it have been appropriate?

22 MR. SHEALY: Object to the form.

23 A: I would have been disappointed, I suppose, but
24 I don't know that it changed the facts of
25 anything. The case is the case.

1 Q: Would it have hampered objectivity?

2 MR. SHEALY: Object to the form.

3 A: It still is a case of it is what it is. You
4 have -- the building official can tell the
5 members, "I want the outcome to be this way".
6 They certainly don't have any reason to agree
7 with him if they don't find on their own that
8 his point is valid. I certainly don't have any
9 reason to believe that they weren't objective,
10 even if he did talk to them.

11 Q: In the second to the last paragraph, Ms. Pierce
12 filed a sexual harassment complaint against
13 another City official and feels that is why she
14 was terminated'. I don't want to go into
15 detail into that, but let me ask you, who was
16 the City official against whom the sexual
17 harassment was filed?

18 A: Finance Director, Bob Massa, and the case was
19 investigated, and she agreed with the outcome
20 of the investigation.

21 Q: Did she also file a sexual harassment complaint
22 against Mr. Clark Frady?

23 A: No.

24 Q: But we do read in this last paragraph, "She
25 stated that there were many times the

1 Respondent would come and set at her desk and
2 talk about sexual issues which made her feel
3 very uncomfortable". Did she ever make
4 complaints to you about sexual harassment or
5 that sort of conduct that's described there
6 from Clark Frady?

7 MR. SHEALY: Object to the form.

8 A: She did not, and she had a duty to do so.

9 Q: If we turn to the next page or the final page
10 in this Memoranda of Interviews from the
11 interview James Barry Epps, I believe you
12 testified earlier that Mr. Epps was a former
13 inspector for the City of Forest Acres. Is
14 that correct?

15 A: Yes.

16 Q: You also testified earlier that he's never been
17 dishonest with you. Is that correct?

18 A: Not that I know of.

19 Q: Now, in this second paragraph, "Mr. Epps was
20 the previous Building Official for the City of
21 Forest Acres and was terminated in January of
22 2010 because he could not obtain the required
23 certification to function as a Building
24 Official". I believe you testified earlier
25 that there were other reasons that gave rise to

1 you as to that termination. Is that correct?

2 A: Yes.

3 Q: But what we find there listed in the third body
4 paragraph is consistent with what his stated
5 grounds for termination was. Is that correct?

6 MR. SHEALY: Object to the form?

7 Q: "When asked about the Complainant, Mr. Epps
8 replied that he knew him and had inspected
9 several of his projects that were done in
10 Forest Acres but he could not remember how
11 many. He stated that he don't recall any major
12 issues and that the Complainant does 'pretty
13 good work'." It goes on, "He was then asked if
14 he knew of any conflicts the Complainant had
15 with any other City officials, and he replied
16 that Mark Williams, the Administrator, seemed
17 to have a personality issue with him but he was
18 not too sure why." I submit to you that Mr.
19 Haynie is the Complainant. Did you have a
20 personality issue with Mr. Haynie?

21 MR. SHEALY: Object to the form.

22 A: No.

23 Q: Do you have any idea as to why Mr. Epps might
24 perceive that you had had a personality issue
25 with Mr. Haynie?

1 MR. SHEALY: Object to the form.

2 A: That he would say so certainly doesn't surprise
3 me since I terminated him.

4 Q: "When asked if he had ever been asked by anyone
5 in his city government to keep a close eye on
6 the Complainant, he states that he was told
7 several times to go take photographs of the
8 Complainant's properties". Did you ever direct
9 him to go take photographs of the complainant's
10 properties?

11 A: In response to the complaints, yes.

12 Q: Was this more than once?

13 A: I told him to do that about lots of complaints.
14 No, this was just one of many.

15 Q: Well, specifically the complaints on Mr.
16 Haynie's properties, did that happen more than
17 once?

18 A: I can't tell you whether it was more than once.
19 I don't know. I'm just asking him to document
20 the conditions on the ground.

21 Q: Do you have any reason to dispute Mr. Epps' --
22 what appears to be the documentation of Mr.
23 Epps' statement that it was several times?

24 MR. SHEALY: Object to the form.

25 A: That's his recollection. I don't know. I

1 don't believe it was several times, but it may
2 have been more than one.

3 Q: "These involved construction equipment stored
4 in a residential zoned neighborhood, weed
5 violations, et cetera. Investigator asked him
6 if, in his experience, the Respondent was being
7 pressed by his superiors to be selective about
8 the Complainant, he stated 'yes'." Do you
9 disagree with that statement?

10 MR. SHEALY: Object to the form.

11 A: I do.

12 Q: And if y'all were being selective with regard
13 to your enforcement of Mr. Haynie, it would
14 have been inappropriate?

15 MR. SHEALY: Object to the form.

16 A: Yes.

17 Q: Why would it have been inappropriate?

18 A: We don't engage in selective enforcement, but
19 it's just like catching a speeder going down
20 the street. The police officer doesn't catch
21 them all.

22 Q: Before we go onto the next one, let's go back
23 to Plaintiff's Number 2. That was the very
24 second thing I handed you, so it's probably
25 second from the bottom. Now, you just stated

1 an analogy that you don't catch all the
2 speeders or that law enforcement don't catch
3 all the speeders, but they may catch one?

4 A: No they catch several. One implies selective
5 enforcement.

6 Q: But they may catch -- they don't catch them
7 all. Is it your testimony that if any of these
8 persons were found to -- well, let me ask you
9 first. We see these bullet points on Page 1 of
10 Plaintiff's 2 pointing out issues cited by
11 Dr. Haynie. Is it your testimony that all of
12 these were checked out?

13 A: To the best of my knowledge, all of these were
14 checked out.

15 Q: If there were any violations, then, should
16 there be a record of a citation for those
17 violations at the City of Forest Acres?

18 A: Not necessarily. They may have inspected the
19 property and found there was no violation.

20 Q: Would there be a record of that inspection?

21 A: Not necessarily. They wouldn't be documenting
22 a negative.

23 Q: And I think -- let me ask you this. If there
24 were violations at any of these addresses,
25 would there be documentation for that?

1 A: I would think so, yes.

2 Q: And please provide any documentation for any
3 violations found at these addresses to your
4 counsel.

5 MR. COX: Let me interject. You've said that
6 several times. I mean, I'm having trouble
7 keeping up with all the ---

8 MR. PORTER: I do that for my ---

9 MR. COX: Send us a request for production or
10 something.

11 MR. PORTER: We'll do a supplemental or a
12 deficiency, if needed.

13 (Plaintiff's Exhibit Number 23 was marked for
14 identification purposes.)

15 Q: I hand you what's marked as Plaintiff's 23. Do
16 you recall being involved in this email chain?

17 A: I do.

18 Q: And this is from Jeff Crane to you, is the
19 email we see at the top, and the email we see
20 at the bottom appears to be prior email 30
21 minutes prior to Mark Crane from you. The
22 bottom email refers to speed bumps. The second
23 email, "Mark, I appreciate your prompt
24 response. Have a great weekend--Jeff. PS--our
25 friend Doc Haynie on Brentwood is at it again.

1 Dumpster and machinery all over the back yard.

2 Does he have a building permit again?" Were
3 you friends with Doc Haynie?

4 A: I'm not friends with either one of them.

5 Q: What do you think he meant by "our friend"?

6 MR. SHEALY: Object to the form.

7 A: I have no idea, but he's ratting on his
8 neighbor.

9 (Plaintiff's Exhibit Number 24 marked for
10 identification purposes.)

11 Q: I hand you what's marked as Plaintiff's 24. If
12 you'll turn through these, and I'll have some
13 basic questions about them.

14 A: (Witness complied.)

15 Q: The first question when you've sufficiently
16 reviewed them is, what are these?

17 A: These are entries into a code enforcement
18 database about code inspections, not building
19 codes, but just general codes inspection.
20 Although, there may be some building codes in
21 here. The database serve both purposes.

22 Q: Will you read "SG"? Are you aware of who that
23 refers to?

24 A: I believe it's Shaun Greenwood.

25 Q: Was it a policy that the inspectors make these

1 sorts of entries that you've described based on
2 inspections -- after inspections?

3 A: I can't say that it was done on every
4 inspection that was made. I guess depending on
5 the significance, the frequency, the number of
6 complaints, there might be various factors.

7 Q: When we see "Customer Name" on the left, is
8 that referring to the complainant or to someone
9 making the complaint?

10 A: In this instance, I believe that's probably a
11 complainant. Not all of them had it.

12 (Plaintiff's Exhibit Number 25 was marked for
13 identification purposes.)

14 Q: I'm handing you what's marked as Plaintiff's
15 Exhibit 25. Do you recall receiving this
16 email?

17 A: Not specifically, no.

18 Q: What's Quinine Hill, and I may be saying that
19 wrong?

20 A: Quinine Hill, I think it was a City project,
21 park project.

22 Q: Tell me about City bidding. Is it low bid,
23 quality bid, how does it work?

24 A: It's usually best price, unless it reaches a
25 threshold of -- I can't remember the threshold,

1 and then it's bid out, public notice, formal
2 bids, formal notification.

3 Q: How is notice made?

4 A: In the State Newspaper.

5 Q: Is notice made through any other mechanism? Do
6 you call past contractors or any sort of thing
7 like that?

8 A: I don't know their name, but there is one of
9 clearing houses that used to call and ask if we
10 had any projects, and we would supply them with
11 information if we did.

12 Q: Do you recall whether or not Mr. Haynie bid on
13 the Quinine Hill project?

14 A: I don't.

15 Q: Do you recall who got the bid on the Quinine
16 Hill project?

17 A: I think it was Cherokee Construction. Our
18 Landscape Architects handled the bidding.

19 (PPlaintiff's Exhibit Number 26 marked for
20 identification purposes.)

21 Q: I hand you what's marked as Plaintiff's 26, and
22 just tell me if you've ever seen this
23 correspondence prior to the filing of this
24 lawsuit?

25 A: I don't believe I've seen this document, but

1 I'm aware of the issue.

2 Q: And describe the issue to me.

3 A: It had to do with reviews of existing permits
4 at 1325 Brentwood.

5 Q: And what was your involvement in that issue?

6 A: Just being made aware that there were issues
7 related to the expiration of the permits and
8 the appearance that work was continuing.

9 (Plaintiff's Exhibit Number 27 was marked for
10 identification purposes.)

11 Q: I hand you what's been marked as Plaintiff's
12 27. And if you'll look through this and let me
13 know whether or not you ever recall seeing this
14 prior to filing of this lawsuit?

15 A: Similarly, I don't know if I've ever seen the
16 document, but I was aware that they were
17 working through these issues with Mr. Haynie.

18 Q: Is that similar to the issues referenced in
19 Exhibit 26, the former exhibit I gave you?

20 A: I think it was a follow-up to that issue.

21 (Plaintiff's Exhibit Number 28 was marked for
22 identification purposes.)

23 Q: I hand you what's been marked as Plaintiff's
24 Exhibit 28. Let me know after you've read
25 through this if you recall this conversation?

1 A: Yes.

2 Q: Now, you testified earlier that, where a code
3 instructor finds no violations, then he doesn't
4 need to call you to renew a permit or to allow
5 someone to continue building or anything of
6 that sort. Is that correct?

7 MR. SHEALY: Object to the form.

8 A: Ask that again, please.

9 Q: Sure. Did you testify earlier that building
10 inspectors do or do not need to call you to
11 write someone a citation?

12 A: That's correct.

13 Q: That they do or do not need to?

14 A: That they do not need to.

15 Q: Do inspectors need to or not need to contact
16 you to allow somebody to be repermited?

17 A: Generally, no.

18 Q: Do inspectors, when an issue is resolved,
19 typically need to contact you to allow
20 construction on the work at issue to continue?

21 A: As I recall, there was a specific question
22 about sewer service to this building, and I was
23 inquiring about that status of the sewer
24 service and whether or not the project was
25 complete.

1 Q: So, is that why you believe Mr. Epps is
2 contacting you about this specific item in this
3 specific building?

4 A: Yes.

5 (Plaintiff's Exhibit Number 29 was marked for
6 identification purposes.)

7 Q: I hand you what's been marked as Plaintiff's
8 29. After you've read through this, please let
9 me know whether or not you recall receiving
10 this?

11 A: I do.

12 Q: What are you referring to -- and I'm reading
13 from the third line from the bottom, "along
14 with the lack of discretion afforded to me from
15 the City's Administration"?

16 A: I had had a conversation with Mr. Frady where
17 I was asking him to account for his time away
18 from the office.

19 Q: Was he asked to resign, or did he resign
20 voluntarily?

21 A: He resigned voluntarily.

22 Q: Had you ever written him up or anything to that
23 sort?

24 A: There is a Letter of Counseling that I had
25 written him related to that topic.

1 Q: Have you ever counseled or written up Mr.
2 Greenwood?

3 A: I have not.

4 (Plaintiff's Exhibit Number 30 was marked for
5 identification purposes.)

6 Q: I introduce to you what's been marked as
7 Plaintiff's 30. Is this a Letter of Counseling
8 that you wrote for Mr. Clark Frady?

9 A: It is.

10 Q: And was this regarding specific occurrences?
11 What gave rise to this Letter of Counseling?

12 A: It wasn't any single incident. It was just my
13 perception of a number of things that I wanted
14 to address.

15 Q: "Your recent interaction with a roofing
16 contractor that resulted in a complaint being
17 voiced to a council member is injurious to your
18 reputation". Tell me about that.

19 A: I don't remember the particulars as to what it
20 was about, just that one of the roofing -- a
21 roofing contractor, whose name even escapes me,
22 latched on to one of the council members at a
23 social event and was unloading his frustrations
24 on the council member.

25 Q: I'm sorry if I cut you off. Which council

1 member?

2 A: Curt Rye.

3 Q: Do you remember any of the substance of the
4 complaint made?

5 A: I don't.

6 Q: But you did feel that the complaint was
7 injurious to Mr. Clark Frady's reputation.

8 A: I think if the circumstances were such that he
9 would have contractors calling council members
10 or unloading or venting at them, then, yes, I
11 think that's probably injurious to his
12 reputation.

13 Q: And you go on in the second sentence, "Please
14 do your best to see that situations do not
15 deteriorate to a point that a contractor is
16 motivated to allege that you were disrespectful
17 or rude to them--especially to a council
18 member". Does that refresh your recollection
19 as to what his specific complaints were of this
20 roofing contractor about Mr. Frady?

21 A: No, because they didn't make them to me. They
22 were relayed to me third-hand.

23 Q: Does that refresh your recollection as to what
24 was third-hand related to you?

25 A: No.

1 Q: Paragraph 4, "As I have discussed with you
2 before, the way you relate to your coworkers
3 has alienated a number of them". Please
4 describe that for me or the basis for that.

5 A: I think the rest of the sentences speak for
6 themselves.

7 Q: "I think you are perceived as imperious, aloof,
8 and condescending to them when you order or
9 instruct them to do something rather than
10 asking for their assistance", and then it
11 continues. So, did you receive complaints from
12 co-workers?

13 A: Not specific complaints, just my impression of
14 their reaction to dealing with them, so I was
15 trying to head off further problems. And as I
16 said, "Some employees are more sensitive to
17 that than others".

18 Q: What employees did you perceive as having been
19 sensitive to that?

20 A: Some of the clerical staff.

21 (Plaintiff's Exhibit Number 31 was marked for
22 identification purposes.)

23 Q: I hand you what's been marked as Plaintiff's
24 31, and this appears to be a prior Letter of
25 Counseling regarding missing a court session.

1 Is that correct?

2 A: Yes.

3 Q: Is there anything more to that complaint than
4 what's stated on its face?

5 A: No.

6 Q: How often would you meet with Mr. Frady and Mr.
7 Williams -- excuse me -- Mr. Frady and Mr.
8 Greenwood. I imagine you meet with yourself
9 every day?

10 A: Sometimes I'm not so sure. We would meet
11 continuously day in and day out.

12 Q: Where would y'all meet, always at the Town of
13 Forest Acres, Town Hall?

14 A: Oh, in the hallways, one office or another.

15 Q: Would y'all meet outside of work, lunch breaks?

16 A: No -- let me take that back. I won't say we
17 never had a lunch together. Okay.

18 Q: But it wasn't a frequent occurrence?

19 A: No.

20 Q: Did you personally refund the -- or personally
21 refund with Forest Acres' funds the permit fee
22 to Mr. Doc Haynie after he brought his storage
23 shed within the correct square footage level?

24 MR. SHEALY: Object to the form. You may answer.

25 A: The funds were refunded, yes.

1 MR. PORTER: Let me have a brief moment with Mr.

2 Haynie, and then I may be done.

3 (Whereupon, a short break was taken from 3:27 p.m.

4 to 3:30 p.m.)

5 Q: If you're ready, we'll jump briefly back on the
6 record. First, what is the difference between
7 code enforcement and building code enforcement?

8 A: Code enforcement related to building codes
9 addresses strictly the building codes. The
10 other addresses code zoning regulations and
11 general city ordinances.

12 Q: And Greenwood was primarily in that code zoning
13 and other city ordinances, correct, and Mr.
14 Frady, at the time, would be on the building
15 end?

16 A: Generally true, but there was some overlap as
17 to administration of permits and licenses and
18 such as that.

19 Q: Did you ever receive a complaint from -- well,
20 first, let me ask you. Who is Dr. Richmond?
21 When I refer to Dr. Richmond, who am I
22 referring to?

23 A: I don't know.

24 Q: Do you know a Dr. Eddie Richmond?

25 A: I don't.

1 Q: Did you ever receive a complaint from a
2 Dr. Eddie Richmond or anybody regarding
3 construction of a second -- or construction by
4 an Amy Defoe or Defrow?

5 A: Not that I can recall. I don't recognize that
6 name, either.

7 Q: I'm not going to hand you the discovery
8 responses.

9 MR. PORTER: These are y'all's discovery responses.
10 I'll slide y'all a copy if you want one.

11 MR. SHEALY: Your referring to the individual
12 defendants' discovery responses?

13 MR. PORTER: Yes. When I said "y'all's,
14 I was referring to the individual defendants'
15 discovery responses.

16 Q: If you'll turn to Page 19 of what I've handed
17 you, the individual defendants' discovery
18 responses. Do you recall having a telephone
19 conference with John Cloyd to determine the
20 assessment ratio of Mr. Haynie's Brentwood
21 property, 4 percent or 6 percent as it related
22 to neighbor allegations that the plaintiff was
23 using his residential property on Brentwood
24 Drive for commercial purposes. Do you recall
25 that?

1 A: I thought it was an email.

2 Q: Okay. Based on this, do you believe that you
3 indeed had a telephone call with him?

4 A: I may have.

5 Q: Would there be a record anywhere of that
6 teleconference or email?

7 A: If there were an email, it should have been
8 produced when the emails were produced.

9 Q: Do you keep notes of your telephone calls or
10 anything like that?

11 A: Well, not outgoing calls so much as incoming
12 calls.

13 Q: Well, if you find that you do have notes, and
14 I'll try to note this to counsel, regarding
15 this or any conversation related to this
16 action, I ask that you provide it.

17 A: When was this supposed to have been?

18 Q: You tell me.

19 A: Well, then ...

20 Q: How about around or about the spring of 2011?
21 And this is listed as Number 3 on Page 19,
22 Answers to ---

23 A: Yes, I see it. I don't recall specifically
24 discussing this with him. I know I was talking
25 with his office about the building permits that

1 had been issued, and they didn't understand why
2 the county records only showed one shed and
3 there were two sheds and how was the property
4 being used, and I don't -- so, I don't recall
5 whether I initiated the conversation or whether
6 they initiated it.

7 MR. PORTER: No further questions. Thank you, Mr.
8 Williams.

9 MR. SHEALY: No questions.

10 MR. COX: No questions.

11 (Whereupon, the deposition concluded at 3:34 o'clock
12 p.m.)

Transcript of the Testimony of **SHAUN GREENWOOD**

Date: October 2, 2013



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

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* * * * *

The deposition of SHAUN GREENWOOD, taken on behalf of the Plaintiff at the law offices of Adams and Reese, 1501 Main Street, 5th Floor, Columbia, South Carolina, on the 2nd day of October, 2013 before Jill H. Vickers, Certified Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

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 Greenwood and Clark Frady)

Also Present:
 Frank "Doc" Haynie, Plaintiff

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EXHIBITS

(There were no exhibits marked during this
 deposition.)

STIPULATIONS

It is stipulated and agreed that this
 deposition is being taken pursuant to the South
 Carolina Rules of Civil Procedure.

It is stipulated by and between counsel and the
 witness that the reading and signing of the
 following deposition be, and the same are, hereby
 waived.

1 SHAUN GREENWOOD, having been duly sworn, testified
2 as follows:)

3 DIRECT EXAMINATION BY MR. PORTER:

4 Q: Okay. Mr. Shaun Greenwood, you've now sat in
5 on at least two depositions in this case, but
6 have you ever been personally deposed before
7 this case or before today?

8 A: I was scheduled to be deposed, but it never
9 happened.

10 Q: And in what sort of matter was that that you
11 were scheduled to be deposed in?

12 A: I really cannot remember. It was a number of
13 years ago.

14 Q: Well, I'm going to go through the same things
15 I went through in the prior deposition you just
16 sat in on just briefly. You are under oath.
17 The rules of perjury apply here just as they
18 would in a Court of Law. To keep a clear
19 transcript, please try to let me finish asking
20 the question before you start answering it, and
21 I'll do my best to do the same vice versa.
22 Also, with that in mind, avoid non-verbal
23 responses as much as possible. You may hear
24 your lawyer object to the form at times. When
25 that happens, you still need to answer the

1 question unless he specifically instructs you
2 not to do so. During the deposition, we'll
3 take at least one break. I don't foresee this
4 very long today. If you need a break other
5 than that one, please let me know, and we'll do
6 our best to accommodate you. Do you have any
7 questions before we begin?

8 A: No.

9 Q: Please state your full name for the record.

10 A: Shaun Michael Greenwood.

11 Q: Is there anything that may hamper your ability
12 to answer my questions today?

13 A: No.

14 Q: Are you taking any drugs or medications that
15 might interfere with your ability to answer my
16 questions today?

17 A: No.

18 Q: Have you had alcohol in the last 12 hours?

19 A: No.

20 Q: Is there anything, whatever it maybe, that my
21 hinder you from giving full complete and
22 truthful answers to each and every one of my
23 questions?

24 A: No.

25 Q: If at any time today you realize that an answer

1 you've given me is either incomplete or wrong,
2 will you please let me know before the
3 deposition ends here today?

4 A: Yes.

5 Q: Have you done anything to prepare for today's
6 deposition?

7 A: No.

8 Q: Have you looked at any documents to prepare for
9 today's deposition?

10 A: Well, I went through the discovery to make sure
11 it was complete at our lawyer's request before,
12 I guess, turning it over to you.

13 Q: But beyond those documents, have you looked at
14 any documents on your own, personal notes,
15 calendars or anything like that?

16 A: No. I did bring a copy of the Forest Acres
17 City Code and Zoning Ordinance, in case they
18 were necessary.

19 Q: Is that your copy? Does it have your notes in
20 it or anything like that?

21 A: No. It's from the City Hall.

22 Q: A generic copy?

23 A: Yes.

24 Q: What is your current street address?

25 A: I live at 3909 McGregor, I think, it's Drive,

1 Columbia, 29206.

2 Q: How long have you resided on the McGregor Drive
3 address?

4 A: Since May.

5 Q: Prior to -- and that's May of 2013?

6 A: Yes, this last May.

7 Q: Prior to May of 2013, where did you reside?

8 A: I lived at 615 Laurel Hill Lane, Columbia,
9 29201.

10 Q: And how long did you reside in Laurel Hill?

11 A: Approximately, a year-and-a-half.

12 Q: Okay. Take me through all the addresses you've
13 had in the last ten years, if you don't mind.

14 A: Before Laurel Hill, it was Suite 291 Gamewell
15 -- and I don't know if that's street, drive or
16 lane, and that's Forest Acres. I couldn't even
17 tell you the zip code. And before that, it
18 was -- I lived in a condo off of Comanche Lane,
19 Waters Edge Condos. I don't remember the
20 actual address, and that goes all the way back
21 to 2005. So, when I moved to Columbia, that
22 was my first address.

23 Q: Prior to Columbia, where did you live?

24 A: Goose Creek, South Carolina.

25 Q: Does anyone reside with you at the McGregor

1 address?

2 A: My wife.

3 Q: What is your wife's name?

4 A: Cathy Greenwood.

5 Q: What is her maiden name?

6 A: Cathy Hinson.

7 Q: Where is Ms. Hinson Greenwood from?

8 A: She's from Camden.

9 Q: Do you have any children over the age of 18?

10 A: No.

11 Q: Do you have any relatives other than your wife
12 by blood or by marriage who reside within
13 Richland County?

14 A: No.

15 Q: Now, I'm not going to ask you to name them, but
16 do you have relatives by blood or marriage and
17 presumably by marriage in Kershaw County?

18 A: I don't know if she has any relatives that live
19 in Kershaw County.

20 Q: Do you attend a church?

21 A: I do not.

22 Q: Are you a member of any civic organizations?

23 A: No.

24 Q: And examples would be JCs, Young Professionals,
25 things like that?

1 A: No.

2 Q: Are you a member of any professional
3 organizations?

4 A: I am. I'm a member of the American Institute
5 of Certified Planners, Credential Planner with
6 the American Planning Association. I'm at
7 Certified Arborist with the International
8 Society of Arbor Culture. I'm a member of
9 Trees SC. I'm an Accredited Business Licensed
10 Official with the Municipal Association of
11 South Carolina. I'm a member of the
12 International City Managers Association, the
13 South Carolina City/County Managers
14 Association. And I don't know if this is a
15 current thing, but I'm currently enrolled in
16 the South Carolina Economic Development
17 Institute, and I'll have the credential next
18 month.

19 Q: What is your highest level of education?

20 A: I have a Master's Degree in Public
21 Administration.

22 Q: Where did you get your Master's?

23 A: University of South Carolina.

24 Q: When did you get your Master's?

25 A: May of 2008.

1 Q: Prior to your Master's, where did you obtain
2 you Bachelor's?

3 A: I have a Bachelor's Degree in Criminal Justice
4 from the University of South Carolina.

5 Q: When did you obtain your Bachelor's in Criminal
6 Justice?

7 A: I graduated in December of 2005.

8 Q: Prior to that, when and where did you graduate
9 from high school?

10 A: I graduated from Stratford High School in 1996.

11 Q: Where is Stratford located?

12 A: Goose Creek, South Carolina.

13 Q: The next few questions are routine. They're
14 not intended to be embarrassing, and I
15 apologize if they do. Have you ever been
16 arrested?

17 A: No.

18 Q: Have you ever been treated for alcohol or drug
19 use or abuse?

20 A: No.

21 Q: Have you ever been treated for mental illness
22 or depression?

23 A: No.

24 Q: Have you ever filed for bankruptcy?

25 A: No.

1 Q: Beyond the present lawsuit, have you ever been
2 sued?

3 A: No.

4 Q: Have you ever sued anybody?

5 A: No.

6 Q: What was the matter that you -- to the best of
7 your recollection, describe for me the matter
8 that you were set to be deposed in prior to
9 that that you referenced earlier?

10 A: I really do not know. I can't even remember
11 when it was. I just remember going to a
12 lawyers' office, and then they said the
13 deposition had been canceled, and that was it.

14 Q: Where were you residing at the time? Was it
15 while you lived up here?

16 A: It was here in Columbia. It was while I worked
17 at Forest Acres. I'm not sure what for.

18 Q: Do you recall if it involved Forest Acres
19 business, or if it did involve Forest Acres
20 business?

21 A: I can't recall. I would assume it would in an
22 official capacity of some kind.

23 Q: Are you currently employed?

24 A: Yes.

25 Q: Where?

1 A: I'm the Assistant City Manager for the City of
2 Cayce.

3 Q: And I've been provided kind of an employment
4 history for you, and I'm going to run through
5 it, and just ask if it coincides with your
6 recollection of your employment. You've been
7 an Assistant City manager for Cayce since May
8 of 2011?

9 A: Yes.

10 Q: Prior to that, you were Assistant City Manager
11 for the City of Forest Acres from July of 2008
12 to April of 2011?

13 A: Yes.

14 Q: Prior to that, you were a Code Enforcement
15 Officer for the City of Forest Acres May of
16 2005 to June of 2008. Is that correct?

17 A: Yes.

18 Q: During that July of 2008 to April of 2011 time
19 frame where you were Assistant City Manager,
20 did you also maintain duties in code
21 enforcement?

22 A: Yes.

23 Q: Describe for me your day-to-day, you know, work
24 duties as the Assistant City Manager for the
25 City of Forest Acres.

1 A: The daily activities, I would assist the City
2 Manager or City Administrator, Mark Williams,
3 with any -- any tasks that he needed assistance
4 with. I handled basic zoning enforcement. I
5 did preliminary plan review for zoning. I
6 would handle code enforcement issues, and I had
7 direct oversight over the business licensing
8 and permitting functions of the City.

9 Q: And with your May 2005 to June 2008 Code
10 Enforcement Officer, were you primarily working
11 with code enforcement?

12 A: Yes, business licensing and code enforcement.

13 Q: Prior to that, were you employed by the Town of
14 Summerville from January of 2002 to December of
15 2004 in business licensing and code
16 enforcement?

17 A: Yes.

18 Q: Prior to that, were you employed by the US Army
19 as a Counter Intelligence Special Agent?

20 A: Yes.

21 Q: Prior to that, were you employed by Cinemark
22 Movies as the Assistant Manager?

23 A: Yes.

24 Q: Well, let me ask you this. I said "prior to
25 that, were you..." -- when were you at

1 Cinemark? I've got the years 2003 to 2006
2 written.

3 A: No, 2003 to 2006 -- not it would have been 19
4 -- the day I turned 16 until I left for the
5 Army in 1988.

6 Q: What is your date of birth?

7 A: 9-27-78, so I guess roughly, '94 to '98 at
8 Cinemark.

9 Q: And did you leave Cinemark to join the Army?

10 A: Yes.

11 Q: Did you leave Cinemark voluntarily?

12 A: Yes.

13 Q: What was your rank or MOS, or were you
14 enlisted, or were you an officer in the Army?

15 A: I was enlisted. I was an E-4 when I finished
16 my tour.

17 Q: Did you retire, or did you finish your term in
18 the Army? What was the circumstances of your
19 ...

20 A: I was Honorably Discharged.

21 Q: Did you voluntarily leave the Town of
22 Summerville to come to the City of Forest
23 Acres?

24 A: Not to come to Forest acres, just to come to
25 Columbia to finish my degree, but I did leave

1 of my own accord.

2 Q: And when you say "finish your degree", that's
3 your Criminal Justice degree which you obtained
4 in 2005?

5 A: Yes.

6 Q: And did you voluntarily leave the City of
7 Forest Acres in April of 2011 to take on your
8 position at the City of Cayce?

9 A: Yes.

10 Q: Have you ever been terminated from any
11 employment?

12 A: No.

13 Q: Have you ever been reprimanded in your
14 employment?

15 A: No. I don't know if you count like military
16 counseling statements where they tell you
17 basically how to improve your performance as a
18 soldier.

19 Q: Kind of consistent with a Performance Appraisal
20 or something like that?

21 A: Yes.

22 Q: Have you ever received any -- you know, beyond
23 improvement things, any demerits in the
24 military or the like nomenclature?

25 A: No.

- 1 Q: With any of your other employment, I use the
2 word "reprimand" more broadly than disciplined,
3 counseled, coached or had any type of written
4 or reprimand or warnings?
- 5 A: I'm sure I have. It's pretty broad.
- 6 Q: Any specifics that you recall?
- 7 A: In my current job, my last Performance
8 Evaluation as City Manager requested that I be
9 more thorough with following up on personnel
10 matters.
- 11 Q: Were you ever reprimanded, counseled or coached
12 while you were employed at the City of Forest
13 Acres?
- 14 A: Not that I can recall.
- 15 Q: And other than that Performance Evaluation at
16 the City of Cayce, can you recall any other
17 written reprimands, coaching or anything like
18 that?
- 19 A: No, not that I can recall.
- 20 Q: Do you have any sources of income other than
21 the City of Cayce job?
- 22 A: No.
- 23 Q: When did you first meet Doc Haynie?
- 24 A: I can't recall specifically.
- 25 Q: When you first met Doc Haynie, was it in your

1 capacity as an employee of the City of Forest
2 Acres?

3 A: Yes.

4 Q: How much day-to-day or week-to-week interaction
5 did you have with Mr. Doc Haynie during your
6 employment at the City of Forest Acres?

7 A: Day-to-day interaction, I would say hardly any.
8 It was only during the times where we were
9 dealing with the Brentwood property that I can
10 recall ever actually speaking to him, and
11 typically, that was only in the room, because
12 Clark and I shared an office.

13 Q: All right. In your experience with Doc Haynie,
14 however limited or more than limited it may be,
15 has he ever been dishonest to you?

16 A: Dishonest, I couldn't say. I don't know -- not
17 to my knowledge.

18 Q: And that was my next question. Do you recall
19 any instances where he's ever been dishonest to
20 you?

21 A: No, not to my knowledge.

22 Q: Please describe your relationship with Mark
23 Williams.

24 A: Mark Williams was my boss at the Town of
25 Summerville, and upon finding out that he was

1 up here in Forest Acres, I just made contact
2 with him, and it so happened at that point that
3 he needed someone to do code enforcement and
4 business licensing for him, and he asked me to
5 come on at the City and do that job for him
6 there, as well, and I'd say he and I are
7 friends now that we're no longer co-workers.

8 Q: Was he a good boss in comparison to other
9 bosses you've had?

10 A: Yes, I would say he was a really good boss.

11 Q: Was he good at his job?

12 A: He's very well respected in the field, yes.

13 Q: Please describe for me your knowledge of and
14 experiences with Clark Frady.

15 MR. COX: Object to the form.

16 Q: You may answer unless he instructs you not to.

17 MR. SHEALY: You may answer the question.

18 A: I guess my experience with him would be solely
19 professional, because we did not associate
20 outside of work, but he's a very thorough
21 individual, which is typically what you want in
22 your building official. I believe he had a
23 sufficient understanding of the codes, and I
24 never really thought his capacity as a building
25 official was derelict or anything like that.

1 Uh -- I don't know.

2 Q: Outside of his capacity as a building official,
3 what was your personal perception of him?

4 A: My personal perception of him, he's a very
5 thorough and meticulous kind of person. Like
6 I said, I don't really hang out with him
7 outside of work or socialize with him, so it's
8 kind of a -- it was more of a professional kind
9 of a relationship.

10 Q: Well, describe his temperament for me.

11 A: I would say that he, because of his meticulous
12 nature and his thorough nature, that he does --
13 I guess you could say he stands firm on his
14 opinions.

15 Q: Would you hire Clark Frady if he applied to
16 work at the Town of Cayce?

17 MR. SHEALY: Object to the form.

18 A: I would not hire him, because we don't have a
19 building official position. We don't have
20 building inspectors.

21 Q: If y'all did have building inspectors, would
22 you hire him at the Town of Cayce?

23 MR. SHEALY: Object to the form.

24 A: I've never thought about it. I guess it would
25 depend on the circumstances.

1 Q: How do you know, or do you know Jeff Crane?

2 A: I only know Mr. Crane through his calls and
3 emails complaining about property on Brentwood.

4 Q: Do you know him socially outside of those calls
5 and emails?

6 A: No.

7 Q: And we'll look at some documents later on that
8 may help us, but to the best of your
9 recollection, what were those calls and
10 complaints regarding?

11 A: Mr. Crane was very concerned about the level of
12 activity going on at the Brentwood property.
13 He believed that the property was not validly
14 permitted, and that the owner was, in fact,
15 operating a business from his residence.

16 Q: Did you investigate Mr. Crane's complaints?

17 A: I did.

18 Q: Okay. And did your investigation bring you to
19 any conclusions?

20 A: Yes.

21 Q: What were those conclusions?

22 A: That the permits were, in fact, expired, and
23 that it did appear that there was a business
24 being run from the shed at the back of the
25 property.

1 Q: What, in layman's terms, counts as a business
2 being run for your home? And I'll give you a
3 "for instance". I sometimes bring home -- last
4 night, I drafted a Complaint at my house. Am
5 I running a business from my house?

6 MR. SHEALY: Object to the form.

7 A: The circumstances are -- you said in layman's
8 terms. Circumstances would dictate. If you
9 had no other place of employment, then, yes,
10 you technically would do your business from
11 your home, because you have no other place of
12 employment. Even if you answered your cell
13 phone as a lawyer for yourself, you would
14 technically be doing business from your home.
15 And as far as doing construction work, it is --
16 the threshold we kind of used was the presence
17 of equipment, the presence of employees and the
18 daily activities that would be associated with
19 running a business.

20 Q: Give me -- and you know, you're about jump
21 into the non-layman description. Give me the
22 non-layman description, if you will.

23 MR. SHEALY: Object to the form. You may answer.

24 A: There were criteria in the ordinance that
25 dictated what is acceptable for a home

1 occupation. One of those is that you can't
2 have employees coming to and from your house.
3 You can't operate the business from any
4 structure other than the primary structure.
5 You cannot generate traffic that's not at an
6 acceptable level for the residential character
7 of the neighborhood, and that's all I can
8 remember off the top of my head, but there's --
9 there's criteria.

10 Q: Did you observe any employees at the Brentwood
11 address?

12 A: I did, and Barry Epps did, as well.

13 Q: Let me ask you, who is John Cloyd, or do you
14 know a John Cloyd?

15 A: I don't know him.

16 Q: Do you know a Mitchell Goodwin?

17 A: I don't.

18 Q: Are you aware of Mitchell Goodwin?

19 A: I think in hearing Mr. Haynie's deposition, I
20 think that it's one of the neighbors.

21 Q: But prior to that, you don't know him?

22 A: No.

23 Q: Who is Barry Epps?

24 A: Barry Epps is the former building official for
25 the City of Forest Acres.

1 Q: And in his capacity or outside of his capacity,
2 generally, have you had occasion to know Barry
3 Epps through work or otherwise?

4 A: No.

5 Q: Did you and Barry Epps ever work together at
6 the same time at Forest Acres?

7 A: No, we did work -- I'm sorry. I thought you
8 said outside of work. We did work at the same
9 time at Forest Acres.

10 Q: In your experiences with Barry Epps, has he
11 ever been dishonest to you?

12 A: Not that I know of.

13 Q: Who is Margo Pierce?

14 A: Margo Pierce was the -- I think her official
15 title was the Clerk to Council. She handled
16 permits and business licensing for the City.

17 Q: In your experience with Margo Pierce, has she
18 ever been dishonest to you?

19 A: Not to my knowledge.

20 Q: Regarding Barry Epps, in your experience, was
21 he competent in his job?

22 A: I would not say that he was competent to the
23 point where he was satisfying the job
24 description for his job.

25 Q: Have you had any conversations with anybody

1 other than counsel about this lawsuit?

2 A: My wife. I may have mentioned that I was
3 getting sued.

4 Q: But beyond that, any conversations with your
5 wife are maybe "I'm getting sued", but no
6 in-depth conversations?

7 A: No.

8 Q: I'm going to ask you to direct your attention
9 to what was marked as Plaintiff's 2. Have you
10 ever seen or received this document?

11 A: I do not recall if I got this exact document.

12 Q: Were you ever asked to look into the potential
13 that persons at these residences listed in the
14 bulleted section on the front page of Exhibit
15 2, whether or not they were running a business
16 out of their home?

17 A: Yes, I was.

18 Q: Did you investigate that?

19 A: Yes, I did.

20 Q: Did you make findings based on your
21 investigation?

22 A: Yes, I did.

23 Q: Can you, to the best of your recollection, tell
24 me whether you found any of these persons were
25 found to be operating a business out of their

1 home?

2 A: No. None of the ones on the list were
3 operating a business from the home when we
4 inspected it.

5 Q: Were there others that you found to be
6 operating a business from their home?

7 A: Yes.

8 Q: Because you said "not on the list". Who were
9 the others?

10 A: Gosh, there was a lot. We would find people,
11 and if they would -- if they met their
12 criteria, they would a home occupation -- and
13 that would be legal at that point. There was
14 one business on the corner of Arlene Drive that
15 a gentleman was running a landscaping business.
16 His neighbor was complaining very similar to
17 Mr. Haynie's neighbor. And he eventually moved
18 his operations out of his garage.

19 Q: Let me ask you, do you typically enforce --
20 what is the level of involvement you have with
21 building code enforcement?

22 A: My building code involvement only extends to I
23 ensure that permits were issued and that they
24 were issued in accordance with the City
25 Ordinance, and technically, as the Assistant

1 City Manager, I had oversight over the building
2 official who was the person who did all of the
3 building inspections.

4 Q: What is the procedure and how would the
5 procedure go through you or be affected by you
6 for somebody to be permitted?

7 A: Typically, I was only involved in the
8 permitting process if there was a question of
9 the type of permits or the cost of the permit.
10 Other than that, the building official did the
11 plan reviews, and if the building was
12 permittable according to the building code,
13 then a permit was issued.

14 Q: If you'll turn to the second page of this one,
15 if you don't mind. Beginning in Paragraph 1,
16 it reads, "If it isn't enough, add the multiple
17 police visits and Shaun Greenwood's ticketing
18 of two student cars for parking on the grass
19 while ignoring like violations of 20 other
20 vehicles parked in the neighbors yards, the
21 same day". Do you have any recollection of
22 ticketing two cars in front of Mr. Doc Haynie's
23 house?

24 MR. SHEALY: Object to the form. You may answer.

25 A: I did not ticket two cars.

1 Q: Were two cars ticketed?

2 A: No.

3 Q: Have you ever ticketed cars parked across the
4 street or on the street beside AC Flora?

5 A: No.

6 Q: And were you involved in police visits to Doc
7 Haynie's house?

8 A: No.

9 Q: Were you present during any?

10 A: No.

11 Q: Did you hear about any?

12 A: In the deposition, I did hear about a police
13 visit.

14 Q: Prior to the deposition, have you heard about
15 any police visits?

16 A: Not that I can recall.

17 Q: Now, if we look at Plaintiff's 5, and that
18 should be probably back towards the bottom of.

19 A: Yes, I've got it?

20 Q: Do you recall receiving the email starting at
21 the second email in the email chain?

22 A: Yes, I do.

23 Q: And what was this email in regards to, to the
24 best of your recollection?

25 A: This was the email that Mr. Haynie sent to his

1 neighbors claiming that Jeff Crane and I were
2 essentially buddies and I was unduly enforcing
3 ordinances on him.

4 Q: Do you oppose that assertion?

5 A: Yes. I've never met Jeff Crane, so I have no
6 idea who he is.

7 Q: Did you ever terminate permits belonging or
8 taken out by Doc Haynie?

9 A: No, not that I can recall.

10 Q: If you'll look now at the next Plaintiff's 6.

11 A: (Witness complied.)

12 Q: If we look at the body of the email of
13 Plaintiff's 6, do you recall receiving this
14 email from Jeff Crane?

15 A: I do recall receiving the email, yes.

16 Q: The body starts, "Per our conversation a couple
17 weeks ago, the building permit for 1325
18 Brentwood Drive expired on 4/23/08". Do you
19 recall having a conversation a couple weeks
20 prior to receiving this email?

21 A: I had several phone conversations with Mr.
22 Crane during this time, and I don't think I
23 could recall each one. He did call and make
24 complaints about 1325, and specifically, the
25 activity and the equipment.

1 Q: Did he make complaints about other addresses?

2 A: No, he did not.

3 Q: Did you investigate the 1325 Brentwood
4 address -- did you investigate the 1325
5 Brentwood address after receiving this email?

6 A: Yes. Every time he would call or complain, we
7 would respond in the same way we did with every
8 complaint.

9 Q: And tell me, if you know, why did the permit
10 expire on 4/23/08?

11 A: I'm not sure. The permits -- I believe
12 according to Forest Acres Ordinance, permits
13 were good for 12 months, and at that point,
14 they were extendable by up to two, three month
15 periods, only if requested and approved by the
16 being official. So, if it expired, I would
17 have to assume that it was longer than 12
18 months.

19 Q: How did they get re-upped?

20 A: They can apply for an extension through the
21 building official, as I stated, for up to two
22 terms of three months, so it's six months
23 altogether, or they can come in and purchase a
24 permit for the remainder of the work.

25 Q: Were you involved in the investigations into or

1 items concerning a storage shed being built on
2 one of Doc Haynie's properties?

3 A: That was a building code matter, so it was
4 really just Clark. You know, as I said, I
5 shared an office with him, so I did hear some
6 of the back and forth.

7 Q: Tell me what you heard as far as what you
8 described as some of the back and forth?

9 A: I did here Mr. Haynie tell Clark that he was
10 incorrect in his application of the code. He
11 brought that drawing.

12 Q: And I believe you're referring to a portion of
13 Plaintiff's 16, as I was going through my
14 exhibits.

15 A: Yes. I was in the office when he brought that,
16 and you know, I don't deal with plan review,
17 building plan review, so that's really -- I
18 knew that there was a disagreement between Mr.
19 Haynie and Clark Frady regarding what was the
20 appropriate footing, I believe, for the shed,
21 and that's pretty much the extent that I have
22 ...

23 Q: Continue?

24 A: That's it.

25 Q: What was Clark Frady's reaction to Doc Haynie

1 challenging him on the building code things?

2 A: He was very sure he was right. He said he had
3 it in the building code, and there was -- you
4 know, unfortunately, it's his prerogative as a
5 building official to interpret the code.

6 Q: Was he frustrated? Was he angry?

7 A: I don't believe he was angry. I don't know how
8 you would characterize "frustrated", but -- I
9 don't know how you would characterize that.

10 Q: I'm kind of asking you to characterize how you
11 interpreted ot, just kind of an impression of
12 his demeanor?

13 A: Well, he was -- like I said, he was very sure
14 he was right, because he had it in the code in
15 front of him, and he certainly did not
16 understand why Mr. Haynie would not agree with
17 his interpretation.

18 Q: You say he was very sure. Was he passionate
19 about the applicability of the '06 IRC?

20 MR. SHEALY: Object to the form.

21 A: Passionate, I don't know. He felt very sure
22 because he had it in black and white in front
23 of him in the building code.

24 Q: All right. If you will jump ahead to
25 Plaintiff's Exhibit 20.

1 A: (Witness complied.)

2 Q: And it's your testimony here today that you and
3 Clark Frady shared an office. Is that correct?

4 A: Yes.

5 Q: At all times while he was employed, did y'all
6 share that office?

7 A: Yes.

8 Q: Do you recall a phone call on March 29th, 2011,
9 wherein Clark Frady left a voicemail on
10 somebody's cell phone in which the following
11 text that you can read was stated?

12 A: I don't remember hearing anything like that.

13 Q: Do you recall overhearing any phone
14 conversations between Clark Frady and Mr.
15 Haynie?

16 A: I'm sure I did, but I couldn't tell you the
17 substance.

18 Q: Okay. If you'll look at Plaintiff's Exhibit
19 21, I'm going to direct your attention to the
20 fourth page, Bates Numbered at the bottom
21 000439.

22 A: Is that the Margo Pierce interview?

23 Q: No, sir, Plaintiff's 21.

24 A: Oh, I'm sorry. I'm on 22. Okay.

25 Q: I'm going to start at the inset -- at the end

1 of the inset, second paragraph, "Aquaza was
2 told, a while back, he just needed to renew the
3 permit and pay a fee(???). Then it was
4 discovered I was the contractor. I wasn't at
5 the meeting that day but was told that Shaun
6 Greenwood, the assistant city administrator,
7 (Frady was at a conference) told Alquaza & Paul
8 Cowelles, the electrical contractor, they
9 couldn't get a permit without new Architectural
10 plans and Engineering." Do you recall this
11 conversation?

12 MR. SHEALY: Object to the form.

13 A: I do not recall that specific conversation.

14 Q: What do you recall about -- that relate to in
15 any way the items discussed here?

16 A: I don't recall having any conversation with Mr.
17 Alquaza about his permit. I see from the
18 statement, it says, "It seems they that lost
19 the originals". At that point, we were still
20 trying to recover some of our plans from the
21 county, because we had contracted with them to
22 do our inspections, and they did our plan
23 review, as well, and when we hired Mr. Frady
24 on, some of our plans were still at the county,
25 and that is the only way I could think of that

1 we wouldn't have the plans on-site. And to get
2 a new permit issued, we would have to have a
3 signed copy of plans available to issue a
4 permit.

5 Q: If we turn to Page 441, and that will be a few
6 pages ahead, and you can look at the bottom
7 right-hand corner in for those numbers, 000441.
8 Beginning 5/11/11, "Notified FA Code Appeal
9 Board ... a total farce". When was the Forest
10 Acres Appeal Board appointed? Do you know when
11 the members were appointed?

12 MR. SHEALY: Object to the form. You may answer.

13 A: No, I do not. I don't know. I don't know if
14 that happened after I was no longer employed.

15 Q: And so you were not employed when the Appeal
16 Board Hearing happened, right?

17 A: No.

18 Q: And I've got it in here, but what was your last
19 date of employment?

20 A: The last day of April.

21 Q: So, if this happened on May 11th, you would
22 have been gone for approximately 12 days?

23 A: Yes.

24 Q: And you don't know if the members of the board
25 had been appointed prior to your exit from

1 Forest Acres?

2 A: No, I do not.

3 Q: If you'll go to Plaintiff's 24.

4 A: (Witness complied.)

5 Q: After you read through these documents, just
6 tell me if you recall entering these -- I'll
7 refer to them as "work orders", but if there's
8 a better nomenclature, correct me.

9 A: (Witness complied.) I do recall.

10 Q: And look at second page, they're Bates Numbered
11 at the bottom, 0016 beside the words Forest
12 Acres. It states, "Spoke with Doc Wilde about
13 the property. He has come in and renewed his
14 building permits. Further observation will be
15 done to figure out what equipment is not
16 incident to the work and the equipment will be
17 removed. The children's toys are being left on
18 a patio in the front of the house. They do not
19 violate any city ordinance directly." Did they
20 violate any city ordinance indirectly?

21 A: You could make a determination under the
22 nuisance ordinance that, if scattered around
23 the yard, they could be considered a nuisance.

24 Q: But these were on the patio?

25 A: Well, yes. Now, they were on the patio, so

1 therefore, they were not a violation.

2 Q: On 9/4/07, and you can turn to the next page,
3 if you don't mind, and that's prior to the
4 Appeal Board proceeding. "I have been by the
5 address several times since this complaint came
6 in, no violation has been observed". How many
7 times had been to the address or by the
8 address?

9 A: As I stated, it would be any time we received
10 a complaint. If we received a specific
11 complaint, that day or the next day, we
12 would -- myself or whoever the other code
13 enforcement officer at the time was, would go
14 by there at least the look at the property to
15 assess if the call addressed a valid complaint
16 or not.

17 Q: If we look in the top where it says "Customer
18 Name" at the top left, is that referring to the
19 person who made the complaint?

20 A: Yes.

21 Q: If you'll turn to the next page with me on the
22 last -- what would be the last page of this set
23 of documents. And everywhere we see "SG", is
24 that you?

25 A: Yes.

1 Q: Did you make these entries?

2 A: Yes.

3 Q: Where we see "JBE", is that Mr. Epps?

4 A: Yes.

5 Q: And 5/22/08, the earliest of all these, we see,
6 "The property has been mostly cleared of
7 violations. A letter is being sent to Doc
8 about stipulation for further construction
9 activity on the property. He is being issued
10 a permit to construct a wall and he is being
11 granted an extension of the permit to construct
12 the accessory building." Is that consistent
13 with your recollection?

14 A: Yes.

15 Q: If you'll look at Plaintiff's 26.

16 A: Yes.

17 Q: This document is dated May 16, 2008. Do you
18 remember sending this or a document of this
19 sort to Mr. Doc Haynie?

20 A: Yes.

21 Q: Okay. And this is granting him a permanent
22 extension. Is that correct?

23 A: Well, it's informing him that the building
24 official has granted his extension, yes.

25 Q: Now, if you'll turn to Plaintiff's 27?

1 A: Is it the same letter?

2 Q: Well, it has two different dates. I was going
3 to ask you for some clarification, actually.
4 Did you write two letters to Mr. Doc Haynie?

5 A: It may have been when it was originally drafted
6 and then the date was changed for when it was
7 actually sent.

8 Q: So, based on this correspondence, the final
9 correspondence, May 22, 2008, y'all did not
10 grant the extension of the permit. What did
11 y'all do with the second letter, or what was
12 the decision made by you or through you? What
13 was your impact on the situation?

14 MR. SHEALY: Object to the form.

15 A: "Your request for the extension ..." -- I
16 believe it was extended.

17 Q: All right. Do you believe that Clark Frady
18 gave special attention to Doc Haynie?

19 MR. SHEALY: Object to the form. You may answer.

20 A: No, I do not.

21 Q: Do you believe that Mark Williams gave special
22 attention to Doc Haynie?

23 MR. SHEALY: Object to the form.

24 A: No.

25 Q: Do you believe that you gave special attention

1 to Doc Haynie?

2 MR. SHEALY: Object to the form.

3 A: No, I do not.

4 Q: Do you believe that the City of Forest Acres in
5 any way gave -- and let's use the word
6 "different", different attention to Doc Haynie
7 than to other residents or contractors?

8 A: Well, different attention, yes.

9 Q: Describe that for me.

10 A: Mr. Haynie had made accusations that the City
11 was against him and out to get him, so we
12 treated the situation a little differently,
13 because we made sure to document our
14 interaction with him more so than would be the
15 case on a regular daily basis.

16 Q: You testified earlier that Mr. Epps was never
17 dishonest to you. Do you believe that he was
18 mistaken or was he lying when he said that he
19 thought that the City, at least in some way --
20 and I'm not going to use his exact verbiage,
21 because I don't recall it, but special
22 attention or different attention to Doc Haynie?

23 MR. COX: Object to the form.

24 MR. SHEALY: Object to the form. You may answer.

25 A: I believe Mr. Epps was mistaken about the

1 issues involved.

2 MR. PORTER: Let me take a moment to meet with Doc,
3 and we may be

4 (Whereupon, a short break was taken from 4:38 p.m.
5 to 4:40 p.m.)

6 Q: Have you ever been licensed as a building
7 inspector?

8 A: No, I have not.

9 Q: Have you ever sign a Stop Worker Order,
10 particularly one issued to Doc Haynie on
11 10/10/97?

12 A: I have signed Stop Work Orders, so I may have.

13 Q: Was there a change in the permitting
14 requirements for Forest acres in 2010,
15 particularly December of 2010?

16 A: Not that I know of.

17 Q: Was it an accepted procedure at Forest Acres to
18 renew permits annually as needed for duration
19 of the project without limit?

20 A: No.

21 Q: Was that not common practice?

22 A: It shouldn't have been.

23 Q: Did you call Clark Frady, or did local law
24 enforcement ever direct them to Mr. Haynie's
25 house or any of his properties?