

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Perry M. Buckner III, Circuit Court Judge
Brooks P. Goldsmith, Circuit Court Judge

Case No. 2011-CP-25-343
Appellate Case No. 2014-001196

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SC Court of Appeals

Lydia Cook, ... Respondent,

v.

Regions Bank and Robyn Clevinger, ... Appellants.

RECORD ON APPEAL - VOLUME II

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**RECORD ON APPEAL
INDEX**

VOLUME I

ORDERS and JUDGMENTS

Order denying Appellants' Motion for Summary Judgment filed November 20, 2013	1
Order denying Appellants; Motion for JNOV filed May 5, 2014	7

VERDICT FORM

Form 4 Statement of Judgment filed May 5, 2014	10

PLEADINGS

Summons and Complaint filed August 26, 2011	12
Defendant's Answer to Complaint filed November 9, 2011.....	15
Amended Summons and Complaint dated November 9, 2012	17
Defendant's Answer to Amended Complaint dated December 18, 2012.....	19

TRANSCRIPTS

Trial Transcript January 13, 2014 to January 16, 2014 excerpts:.....	21
Moton in Limine.....	22
Opening Statement of Parker	30
Opening Statement of Tiller	50
Opening Statement of Griffith.....	56
Testimony.....	67
Glen Welcher, MD	67
Direct by Parker	67
Cross by Tiller.....	78
Lydia Cook 209	79
Direct by Parker.....	79
Cross by Tiller.....	132
Cross by Griffith	152
ReDirect by Parker	177
Robyn Clevinger	188
Direct by Parker.....	188
Cross by Tiller.....	242
Cross by Griffith	249
ReDirect by Parker	277
ReCross by Griffith.....	284

Andree Lloyd.....	287
Direct by Parker.....	287
Cross by Tiller.....	219
Cross by Griffith.....	299
ReDirect by Parker.....	318
ReCross by Tiller.....	323
ReCross by Griffith.....	323
Motions.....	331
Holly Johnson.....	339
Direct by Parker.....	339
Cross by Griffith.....	393
ReDirect by Parker.....	412
Michael Cook.....	418
Direct by Parker.....	418
Elizabeth Priester.....	429
Direct by Parker.....	429
Directed Verdict Motion.....	438
Patty Austin.....	459
Direct by Tiller.....	459
Cross by Parker.....	467
Cross by Griffith.....	472
ReDirect by Tiller.....	472

VOLUME II

Holly Johnson.....	473
Direct by Tiller.....	473
Cross by Parker.....	506
Cross by Griffith.....	511
Suzanne Freeman.....	512
Direct by Tiller.....	512
Cross by Parker.....	525
Cross by Griffith.....	531
ReDirect by Tiller.....	536
ReCross by Parker.....	537
Directed Verdict Motion.....	542
Closing by Parker.....	567
Closing by Tiller.....	591
Closing by Griffith.....	610
Reply by Parker.....	631
Jury Charge.....	637

EXHIBITS/DOCUMENTS

Plaintiff Exhibits:

P-1	Hampton, SC Vault Shortage - \$2000, May 27th	647
P-2	Lydia Cook, Internal Investigation Completed.....	653
P-7	Letter from Glenn Welcker, MD, 6/19/11	654
P-8	SC Department of Employment and Workforce Decision	655
P-10	Memo, Holly Johnson, 2 pages	657
P-11	Memo, Barbara Simpkins, 5/10/11.....	660
P-12	Memo, Coleman to Johnson, 10/2/11.....	661
P-13	Lydia Cook Email to Shannon Turner, 4/6/11	662
P-14	Memo Holly Johnson to Patty Austin, 4/7/11	664
P-15	Memo Shannon Turner to Holly Johnson re: Lydia Cook Complaint.....	665
P-16	Notes, Regions	666
P-17	Notes, Regions	668
P-18	Notes, Regions	669
P-19	Memo, Holly Johnson	674
P-22	Lydia Cook- Termination Notice	675
P-23	Lydia Cook – Evaluation 3/30/11	676
P-25	Coleman to Johnson, 6/10/11	682
P-26	Coleman to Johnson, 6/11/11	683
P-27	Coleman to Johnson, 6/20/11	684
P-28	Memo, Johnson 6/29/11.....	685
P-29	Notes, Andree Lloyd, Vicky Sweat	686
P-30	Memo	687
P-31	Memo, Johnson 6/15/11.....	688
P-36	Blackwell Divorce Decree	689
P-37	Blackwell Complaint, Answer and Counterclaim.....	692
P-38	Port Royal Incident Report 4/24/10	701
P-42	Plaintiff's W-2's for 2011, 2012, and wage statement for 2013	704
P-45	Loss Income Statement	707
P-46	Photograph of Robyn Clevinger	708
P-47	Photograph of Robyn Clevinger	709
P-49	Email Clevinger to Johnson 6/1/11.....	710
P-50	Andree Lloyd Notes.....	711
P-52	Notes – Johnson.....	717
P-53	Notes – Johnson.....	718
P-54	Notes – Johnson.....	719

Defendant Exhibits

D-1	Code of Business Conduct and Ethics.....	720
D-3	Statement	729
D-4	Discipline Form.....	730

OTHER MOTIONS AND MISCELLANEOUS

Appellants' Motion for Summary Judgment filed October 30, 2013	732

John Blackwell Video Deposition Transcript dated December 18, 2013 excerpts.....	733
Appellants' Memorandum in Support of Motion for Summary Judgment filed November 14, 2013	745
Appellants' Motion for JNOV filed January 27, 2014	762
Appellants' Memorandum in Support of Motion for JNOV filed March 19, 2014....	765
Notice of Appeal	774
Certificate of Counsel	

1 employment. You weren't involved in that decision,
2 that was an HR decision?

3 **A** Correct.

4 **Q** But you attended the meeting because Ms.
5 Lloyd was absent?

6 **A** Correct.

7 **Q** So you were the one who made the decision?

8 **A** No, I wasn't.

9 **Q** Thank you.

10 **MR. PARKER:** Nothing further.

11 **THE COURT:** Thank you ma'am. You may
12 step down.

13 Call your next witness.

14 **MR. TILLER:** We call Holly Johnson.

15 **HOLLY JOHNSON**

16 having first been duly sworn, testifies as follows:

17 **DIRECT EXAMINATION**

18 **BY MR. TILLER:**

19 **Q** Ms. Johnson, I hope I won't have you up
20 there too long. Mr. Parker asked you several
21 questions about your background. I'm going to try to
22 stay away from doing too much of that. You said you
23 been at Regions 28 years?

24 **A** Going on 28 years. This August 4th will be
25 28 years.

1 **Q** Okay. You have one daughter who is in
2 graduate school?

3 **A** I have a daughter who is in her last
4 semester, the third year of law school.

5 **Q** Your current position is the same or
6 substantially the same as the position you had in the
7 bank in 2011?

8 **A** Yes, sir.

9 **Q** If you could, tell the jury a little bit
10 about how often you get involved in employee
11 complaints. Is it a regular occasion?

12 **A** It can be. I usually deal with the higher-
13 level issues across all of South Carolina and
14 basically half of Georgia. Typically anything I-20
15 and below. I do have some above in Georgia. There
16 is a large number of branches. There's 166. I have
17 a wide portion of those. We get a variety of
18 complaints.

19 **Q** Obviously, at some point because you got
20 involved, this came to a fairly high level?

21 **A** Yes, it did.

22 **Q** I think you said this earlier but this was
23 a serious matter for Regions Bank.

24 **A** It was very -- we took it very, very
25 seriously.

1 **Q** How are new hires at Regions Bank educated
2 on the bank's policies and procedures?

3 **A** Our new hires go through a lot of
4 information given to them up-front online. The first
5 date of employment we actually bring that new
6 associate physically on-site depending on where they
7 are located. It could be Aiken, South Carolina. It
8 could be Beaufort. It could be a another area
9 depending on where the branch is located. But we
10 cover with them in about two hours of considerable
11 information about requirements on their new job, the
12 history of Regions, what Regions is about, our
13 expectations. We communicate very heavily about
14 compliance training and compliance requirements
15 because we are a highly regulated industry.

16 We try to impress upon all of our new
17 associates the importance of following the
18 regulations. We also educate our new hires at that
19 particular time too about the importance of following
20 policies and procedures and where they can find them
21 and where they can assess them. That would be on our
22 company intranet. Everyone understands the
23 importance of policies and procedures and their
24 responsibility to access those online and to be able
25 to refer to them. They can access them 24/7.

1 **MR. TILLER:** May I approach the witness,
2 Your Honor?

3 **THE COURT:** You may.

4 **BY MR. TILLER:**

5 **Q** Can you tell the jury what Exhibit 1 is?

6 **A** Exhibit 1 is our code of business conduct
7 and ethics. It is a very important piece of material
8 for our bank that we also have out there on the
9 Internet as well for our employees to access.

10 **Q** Ms. Johnson, the first page behind that
11 cover page under Roman numeral III(d) references
12 workplace violence is not tolerated, is that correct?

13 **A** That's correct.

14 **Q** What does it say in relation to the
15 requirement of employees to report incidents?

16 **A** It very clearly states you must report any
17 incident if they involve a violation of this policy.
18 They have an obligation to report this.

19 **Q** Right. As the Human Resources Executive
20 Vice President -- if I'm mistaken, I apologize -- is
21 it your belief that Ms. Clevinger had the duty to
22 report this May 9th incident?

23 **A** Yes. She did.

24 **Q** Now, if we move further into the same
25 exhibit, there some attachments. Marked at the

1 bottom is Regions 273. It has Threatening Conduct
2 and Workplace Violence. Do you see that page?

3 **A** Yes, I do.

4 **Q** Could you tell the jury what it indicates
5 in terms of the section under violence prohibited?

6 **A** It lists numerous things. It says
7 basically we maintain a zero tolerance for violence
8 environment. Violence includes but is not
9 necessarily limited to the following.

10 **Q** That following includes pushing, shoving,
11 physical harm?

12 **A** Correct.

13 **Q** Is that correct?

14 **A** Yes, sir.

15 **Q** Under the next section under Notification
16 Obligations and Immediate Contacts, do you see that
17 section?

18 **A** Yes, sir.

19 **Q** What does it say in terms of the
20 responsibility of the employees?

21 **A** It is the responsibility of all associates
22 to report behavior that is perceived as threatening,
23 violent, potentially violent to their immediate
24 supervisor and the respective Human Resources
25 manager.

1 **Q** What is meant by the term perceived there
2 in that Regions document?

3 **A** If it is your feeling. If your own
4 personal feeling is such that you feel that you have
5 been intimidated, threatened, harmed, harassed, it is
6 your own feeling that is occurring to you. Not from
7 my perspective from your own perspective.

8 **Q** The bottom portion of that, what does it
9 say in terms of reports made by employees under all
10 reports?

11 **A** All reports of threats are confidential and
12 will only be shared with those who have a need to
13 know. All reports are taken seriously and will be
14 investigated thoroughly.

15 **Q** Was Ms. Clevinger's report kept
16 confidential?

17 **A** Yes, it was.

18 **Q** Was it thoroughly investigated?

19 **A** Yes, sir. I did that to the best of my
20 ability.

21 **Q** What is the purpose for having these
22 policies and specifically the workplace violence
23 policy?

24 **A** We have policies to make sure there is
25 consistent treatment out there for all of our

1 associates that the associates will know, Number 1,
2 what is expected, what the policies are, what they
3 need to be following and also to make sure that they
4 have access to them to know how to report things if
5 they are required to report something. But it also
6 provides consistency in treatment under each of the
7 different circumstances to the best of their ability.

8 Q Is this policy strictly enforced?

9 A Yes, it is.

10 Q You cited an example earlier to Mr. Parker
11 that the bank had a bad experience a couple of years
12 ago with workplace violence?

13 A Yes, we did. We unfortunately had --

14 MR. PARKER: Your Honor, I would object
15 to that. It is irrelevant.

16 MR. TILLER: It goes to the strict
17 enforcement, Your Honor.

18 MR. PARKER: It is irrelevant to this
19 case.

20 MR. TILLER: I can lay more foundation,
21 if you would like, Your Honor.

22 THE COURT: I think you need to. Go
23 ahead.

24 BY MR. TILLER:

25 Q In recent years, has workplace violence

1 enforcement become a more focal area for Regions
2 Bank?

3 **A** It definitely has.

4 **Q** And could you tell the jury why that is?

5 **MR. PARKER:** We object to that, Your
6 Honor.

7 **THE COURT:** All right. Overruled. I
8 will allow it. Go ahead.

9 **MR. TILLER:** Thank you, Your Honor.

10 **THE WITNESS:** Well, it has. We actually
11 have workplace violence where we've had to
12 associates who lost their lives on property
13 within the bank over disputes. People actually
14 lost their lives. So we are really
15 supersensitive to any type of threatening
16 behavior. Any situation when an associate feels
17 that they are exposed to either intimidating
18 behavior, threats -- it doesn't have to involve
19 touching. It can be verbal or whatever --
20 whether it is customers to associates,
21 management to associates, coworker to coworker,
22 we have to take it seriously. I think a loss of
23 life is very important.

24 **BY MR. TILLER:**

25 **Q** Looking at that same document and going

1 back to 273 a little bit, when we talk about where an
2 employee perceives something as threatening, you
3 recall our discussion about that?

4 **A** Yes.

5 **Q** And directly to this incident with Ms. Cook
6 and based upon your investigation, did Ms. Clevinger
7 feel that this was threatening?

8 **MR. PARKER:** I would object to that.
9 There is no way that this witness could know
10 whether Ms. Clevinger felt threatened. I object
11 to that.

12 **MR. TILLER:** I asked based upon the
13 investigation, Your Honor. I can supplement to
14 say was it reported to you.

15 **THE COURT:** I sustain the objection as to
16 the question asked.

17 **BY MR. TILLER:**

18 **Q** Was it reported to you, Ms. Johnson, that
19 there was a perception of threatening activity?

20 **A** Absolutely. In my investigation, I learned
21 directly that there was that perception, that feeling
22 of it being harmful and threatening.

23 **MR. TILLER:** Now, at this time, Your
24 Honor, I move Defendant's 1 into evidence.

25 **MR. PARKER:** No objection.

1 **THE COURT:** Without objection.

2 **(WHEREUPON, Defense Exhibit Number 1 is admitted**
3 **into the record.)**

4 **BY MR. TILLER:**

5 **Q** Now, you have been present throughout the
6 trial and sitting at counsel table. I will move
7 through some of this other stuff. You were actually
8 involved in the decision to promote Ms. Clevinger to
9 the branch manager?

10 **A** Yes, I was.

11 **Q** That also included Ms. Austin and Ms.
12 Lloyd?

13 **A** Yes, it was.

14 **Q** Did Ms. Lloyd express to you any
15 reservations about putting Ms. Clevinger in that
16 position?

17 **A** She had some reservations about putting her
18 in there. That is why she asked me to conduct the
19 interview. I conducted a special two-hour interview
20 with her and could not find any reason that she would
21 not be qualified to go into that branch manager
22 position.

23 **Q** That meeting was at Ms. Lloyd request?

24 **A** It was at Ms. Lloyd's request.

25 **Q** After that meeting, y'all jointly decided

1 to put her in that position?

2 **A** We agreed to put her in the branch manager
3 position at Hampton.

4 **Q** At some point after the hire, you were
5 apprised by Ms. Austin and/or Ms. Lloyd that there
6 had been some complaints about Ms. Clevinger?

7 **A** Yes, I was.

8 **Q** And what was your understanding of the
9 cause of those problems?

10 **A** My understanding is there had been a real
11 negative response in the community to Phyllis Harvey
12 leaving. We had many, many complaints. But bottom
13 line, Clevinger came in and had to put in place and
14 enforced policies and procedures that were not being
15 enforced before, as in ensuring that the proper
16 people who were transacting business like customers
17 accounts were people who were actually on those
18 accounts, that they were following policy and
19 procedure. That was a significant change for the
20 customers. They didn't like it. The associates did
21 not like doing things differently.

22 **Q** So it was compliance related?

23 **A** Yes.

24 **Q** As I understand, you were made aware of any
25 specific details of those complaints?

1 **A** No, I wasn't involved in those.

2 **Q** Tell the jury when did you first, you
3 personally first become aware of Ms. Clevinger's
4 report about the incident with Ms. Cook.

5 **A** I received a phone call on 5/26, late in
6 the afternoon on 5/26 as I was driving back from
7 Albany, Georgia.

8 **Q** Without saying what was said, who did the
9 call come from?

10 **A** Patty Austin contacted me. I received a
11 phone call from Patty Austin advising me of what she
12 heard.

13 **Q** What did you do in response to that phone
14 call?

15 **A** I began an investigation immediately.

16 **MR. TILLER:** May I approach the witness,
17 Your Honor?

18 **THE COURT:** Certainly.

19 **BY MR. TILLER:**

20 **Q** I believe this is Plaintiff's 9, but I know
21 it as Defendant's 10. If you will, take a look at
22 that document. Mr. Parker asked you some questions
23 about it.

24 **A** Yes, sir.

25 **Q** Plaintiff's 11 and Defendant's 10. Now,

1 this exhibit is actually your notes made through your
2 conversation with Ms. Simpkins, is that right?

3 **A** Yes, it is.

4 **Q** This is not in a conversation you had with
5 Ms. Clevinger?

6 **A** No, not at all. This is directly from
7 Barbara's notes.

8 **Q** And in fact, at the bottom left, there is
9 5/19 to Holly. Do you see that?

10 **A** Yes.

11 **Q** Can you tell the jury what your
12 recollection of that means?

13 **A** I was notating on here that I had gotten an
14 email. I just didn't finish writing all the details.
15 But on 5/19, I had received an email from Robyn
16 Clevinger asking me if I was going to be in the
17 office the next day and if I was to give her a call.

18 **Q** In fact, did you receive an email from Ms.
19 Clevinger?

20 **A** I did. There was an email dated 5/19 that
21 I received. I was not going to be in the office on
22 the 20th.

23 **MR. TILLER:** Approach the witness, Your
24 Honor? First of all, Your Honor, I move 10 in.
25 I believe it is in the plaintiff's case. Then I

1 would like to move Defendant's Exhibit 2 into
2 evidence.

3 **THE COURT:** Any objection?

4 **MR. PARKER:** No objection.

5 **(WHEREUPON, Defense Exhibit Numbers 2 and 10 are**
6 **admitted into the record.)**

7 **BY MR. TILLER:**

8 **Q** And is Exhibit 2 that email is where Ms.
9 Clevinger is trying to reach you?

10 **A** Yes, it is. This is 5/19 at 4:56 P.M. It
11 says I have a few things I need to discuss with you
12 and what is the best time to call you.

13 **Q** Now, I am going back to your conversation
14 with Ms. Simpkins. Do you recall that?

15 **A** Yes, sir.

16 **Q** After you discussed this matter with her
17 and got her information, what did you do next?

18 **A** Well, on 5/27, then I began conversations
19 with Patty and Andree. And in fact, to further the
20 investigation, Andree and I actually spoke on
21 conference call with Robyn Clevinger.

22 **Q** Just for the jury's benefit, I don't think
23 maybe one witness has touched upon this. May 27th
24 was a Friday, is that right?

25 **A** Yes.

1 **Q** So you had gotten the call on Thursday, May
2 26?

3 **A** In the evening.

4 **Q** Okay. May 30th is Monday. But that was a
5 holiday, right?

6 **A** May 30th was a holiday.

7 **Q** So, you started your investigation on the
8 27th, is that correct?

9 **A** Correct.

10 **Q** Did you then arrange to have a meeting at
11 the bank here in Hampton on the 31st?

12 **A** The quickest I could physically be here was
13 on that Tuesday after the holidays. The bank was
14 physically closed. So on 5/31, I was in Hampton.

15 **Q** Okay. Andree Lloyd met you here and
16 assisted with that?

17 **A** Andree Lloyd met me here and assisted in
18 one of my meetings with the Associates.

19 **Q** Did Ms. Lloyd have any involvement in this
20 investigation after that day?

21 **A** Her primary time with me was on 5/31 when
22 we met with these individuals.

23 **Q** As I understand from what we heard earlier,
24 she was also there on June 1st along with Robin
25 Hubbard?

1 **A** Correct.

2 **Q** That was dealing with Ms. Clevinger's
3 demotion?

4 **A** We communicated the demotion on 5/31. She
5 was scheduled to be in there on 6/1 in relation to
6 that demotion, to turn everything over.

7 **Q** As of -- on May 31, 2011, you and Ms. Lloyd
8 met, in addition to the others, you met with Ms.
9 Freeman?

10 **A** We met with Ms. Freeman, yes.

11 **Q** After that date, did you ask either Ms.
12 Lloyd or Ms. Hubbard to obtain a written statement
13 from Ms. Freeman?

14 **A** Yes, I did. I failed to ask for the
15 written statement while I was meeting with Ms.
16 Freeman on the 31st. I could not be back in Hampton
17 on 6/1 but Ms. Lloyd was going to be in Hampton on
18 6/1. I asked her to obtain that written statement of
19 what she had relayed to us on 5/31. On 6/1, Ms.
20 Lloyd asked her to provide that in a written format
21 and sign and date it.

22 **Q** In terms of Ms. Clevinger, did Ms. Lloyd
23 ever tell you that she did not believe her story?

24 **A** No.

25 **Q** In terms of your investigation, and I am

1 talking specifically about the outage, the finding of
2 the outage and the incident, how many people
3 witnessed that?

4 **A** How many people witnessed an outage?

5 **Q** No, the incident we are here about.

6 **A** The only people who witnessed the incident
7 that happened on 5/9 were the three parties involved,
8 and that was Lydia Cook, that was Suzanne Freeman and
9 that was Robyn Clevinger. Suzanne Freeman is the
10 associate who witnessed the contact. All three
11 agreed the contact occurred.

12 **Q** Was Ms. Freeman's account similar or
13 different than Ms. Clevinger's account?

14 **A** Ms. Freeman's account coincided with Ms.
15 Clevinger's account. There may have been something
16 different about the thank you's as Mr. Parker pointed
17 out earlier. But Ms. Freeman's account was that it
18 was a hug side to side and when she turned around,
19 she saw Ms. Clevinger being shaken. It was not the
20 normal type of hug. She saw a side-by-side shake.
21 It appeared to be hurting Ms. Clevinger. It was her
22 perception that it was hurtful.

23 **Q** All three, Ms. Cook, Ms. Clevinger, and Ms.
24 Freeman all recalled the statement by Ms. Freeman to
25 the effect of what are you doing?

1 **A** Yes.

2 **Q** That was consistent throughout all three
3 stories?

4 **A** Yes. It was consistent. To my
5 understanding, that was exactly what she said.

6 **Q** I believe Mr. Parker introduced in exhibit
7 earlier whereby the following day it appears Ms.
8 Clevinger sent you some photographs to show, that
9 were taken previously to reflect her bruises?

10 **A** I believe on 6/1, I received an email with
11 those pictures saying I may want this.

12 **MR. TILLER:** May I approach the witness,
13 Your Honor?

14 **THE COURT:** Certainly.

15 **BY MR. TILLER:**

16 **Q** Mr. Parker put into evidence Exhibit 49
17 that you were asked about earlier.

18 **A** Yes.

19 **Q** And at the top of that document where it
20 says Privilege, is that where it was sent to the
21 lawyers during the course of this litigation?

22 **A** During the course of the litigation, I
23 assume so. I don't see anything that shows
24 privilege.

25 **Q** When you received those photographs on or

1 about June 1, what did you do?

2 **A** I printed them..

3 **Q** You saved them?

4 **A** I did. I saved them.

5 **Q** They remained in your file?

6 **A** They remained in my file.

7 **Q** And they have been produced in this
8 litigation?

9 **A** Yes.

10 **Q** As part of your investigation, I think you
11 testified to this earlier that in addition to Ms.
12 Freeman, those photographs were some corroboration of
13 the Clevinger recount?

14 **A** Yes, they were. I had a corroborating
15 witness, Suzanne Freeman, and I had the pictures, the
16 photographic evidence.

17 **Q** Although limited assistance, the video was
18 somewhat helpful?

19 **A** Yes, the video explained -- the tapes I
20 could see, I could clearly see Suzanne Freeman
21 turning around toward the teller line saying
22 something. We don't have voice recording of the
23 security tapes. I could see that she had turned
24 around and she was addressing them.

25 **Q** But the cameras are generally put up where

1 they are showing the customer and the transaction?

2 **A** That's right. They are focused outwards.

3 **Q** Like the pictures you see in the newspaper
4 that says anybody know this guy, those things?

5 **A** Yes, they are focused out from the teller
6 line.

7 **Q** Now, there has been some discussion here as
8 to whether you, in the course of your investigation
9 considered this perhaps retaliation by Ms. Clevinger.
10 Do you recall that?

11 **A** I recall being asked about that.

12 **Q** Did you consider it to be retaliation?

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

14 **Q** Can you tell the jury why not.

15 **A** Clevinger never once said anything to me
16 about trying to get Ms. Cook fired. There was no
17 intent to get anybody fired. This was a report that
18 was made to me and I was obligated to investigate it.

19 **Q** If, in fact, Ms. Clevinger had some motive
20 to get Ms. Cook fired, had there been events at the
21 bank before that could have resulted in her
22 termination?

23 **A** Yes. /

24 **Q** Where those multiple events?

25 **A** There were multiple events that could have

1 resulted in her termination.

2 **Q** In fact, her testimony from Ms. Clevinger
3 yesterday, you went to the bank back in February
4 about three months before this incident with Ms.
5 Cook, is that right?

6 **A** Yes, I did.

7 **Q** Can you tell the jury why you went to the
8 bank at that point?

9 **A** Ms. Cook had an outage of about, over \$3000
10 where she had opened a new account and failed to put
11 a proper hold. There are regulatory requirements for
12 new accounts and the type of hold that you may place
13 on those funds. In taking that new account deposit,
14 she failed to put that hold on there. In working on
15 the teller line, Ms. Cook then processed a
16 transaction and a check for that same new account and
17 let that customer withdraw the funds and they were no
18 good.

19 We have a policy called returned deposit
20 item policy. When those funds, that check came back
21 through, she was subject to termination for the
22 amount of that loss. It was a significant amount of
23 loss. It was for the teller's failure to properly
24 handle that. The teller had been properly trained.
25 And yet we had that loss of funds.

1 **Q** You were here during Ms. Cook's testimony
2 yesterday that she had a fear she was going to lose
3 her job over that?

4 **A** She clearly was worried about losing her
5 position at that time.

6 **Q** Based upon Regions policies, that was a
7 well-founded fear. She could have been fired?

8 **A** Well, she was scheduled to be fired for
9 that. It is an automatic -- at that time it was an
10 automatic termination if you had an outage under the
11 returned deposit item policy of \$2000 or greater.
12 This one exceeded \$3000. She was subject to
13 termination based on that failure to completely
14 process the transaction.

15 **Q** Ms. Clevinger persuaded you to keep Ms.
16 Cook?

17 **A** Ms. Clevinger did. She asked me to
18 consider it and to understand the extenuating
19 circumstances. She approached me on more than one
20 occasion to give the exception to not terminate her
21 from her job.

22 **Q** You recall why Ms. Clevinger felt so
23 strongly about wanting to keep Ms. Cook?

24 **A** Right. She understood that Ms. Cook have
25 been working on the sales desk. She was a customer

1 service rep and she was backing up the teller line
2 and that we had been shorthanded. She wanted me to
3 give consideration to the fact that she had been
4 applying a dual role and it was just she wanted her
5 to be able to keep her job.

6 Q We had started down this -- on this issue
7 of whether you thought perhaps it would be
8 retaliation. We talked about various other reasons
9 that Ms. Clevinger could have had Ms. Cook fired from
10 the job. Were there other reasons that you didn't
11 feel that it was retaliation?

12 A There was an instance of her being out of
13 balance of what appeared to be forced balance. It is
14 when you are entering totals that didn't come
15 directly from your cash count. That had the
16 appearance of forced balance. I researched that and
17 determined that we would give her the benefit of the
18 doubt and that not be considered force balanced. She
19 could have been terminated. Forced balance in the
20 bank is automatic termination. Those are two
21 instances right there. The third instance would be
22 assisting and finding the outage on 5/26. The outage
23 from 5/26 to 5/27. There was an outage. Robyn
24 Clevinger assisted in finding that outage.

25 Q In the course of your investigation, you

1 took Ms. Freeman's statement to be true, is that
2 correct?

3 **A** Pardon me?

4 **Q** In the course of your investigation, you
5 took Ms. Freeman's statement to be true?

6 **A** Absolutely.

7 **Q** Why is that?

8 **A** She sat in front of me and gave a very
9 detailed account. I was able to see it on the
10 security cameras that she turned around. Even though
11 I could not hear what was being said, Andree Lloyd
12 was with me and heard that. There was no indication
13 that there was any disbelief at that time. Then, she
14 also provided a written statement, a signed written
15 statement.

16 **Q** In those meetings of May 31st, 2011 with
17 Ms. Lloyd, did she indicate to you that she did not
18 believe Ms. Clevinger?

19 **A** No. Ms. Lloyd, at no time, said that she
20 did not believe what Suzanne Freeman was saying to me
21 or what Clevinger was saying.

22 **Q** In fact, it is already in evidence, I will
23 put it back up. Ms. Lloyd is the one who signed off
24 on the disciplinary conduct form for Ms. Cook on that
25 very day.

1 **A** Ms. Lloyd actually prepared those documents
2 and signed off on it and delivered it.

3 **Q** That was on the same day you were
4 performing your investigation?

5 **A** Yes, that was on 5/31.

6 **Q** The same day that she told the jury
7 yesterday that she didn't believe Ms. Clevinger or
8 Ms. Freeman?

9 **A** That is correct.

10 **Q** Yet, she provided these documents to the
11 bank about this disciplinary action for Ms. Cook on
12 that same day?

13 **A** That is exactly correct. I misstated about
14 the 5/26 and 5/27 outage. It was actually the outage
15 on 5/9. That was the third event. I apologize for
16 my date misstatements.

17 **Q** Now, if you would, Ms. Johnson, you
18 finished your interviews, etc. on May 31. Then you
19 continued your investigation for some time, is that
20 right?

21 **A** Yes, we did.

22 **Q** Tell me once you completed your
23 investigation what you did next.

24 **A** Once I completed my investigation on 5/31,
25 we advised Robyn Clevinger that she would be demoted.

1 We still had an outage that have resulted on 5/26 and
2 5/27. There was an additional outage. I had to turn
3 that over to corporate security for them to continue.
4 I also was involved in our legal department as we
5 were looking through these issues.

6 **Q** Now, did you have assistance in your
7 investigation?

8 **A** I conferred with my boss and I conferred
9 with my legal counsel internally for counsel.

10 **Q** I'm going to show you, Ms. Johnson --

11 **MR. TILLER:** May I approach the witness,
12 Your Honor?

13 **THE COURT:** You may.

14 **BY MR. TILLER:**

15 **Q** This is actually just for your benefit. It
16 is already in evidence. It is Plaintiff's Exhibit 2.
17 Could you tell the jury what this document is? I
18 know Mr. Parker talked a little bit about it.

19 **A** Correct. This is the script that I used to
20 assist with the legal department counsel -- excuse
21 me. Preparing a script to sit down and talk with Ms.
22 Cook regarding the outcome of the investigation.

23 **Q** So you received some assistance from the
24 legal department in the conversation you were going
25 to have with Ms. Cook?

1 **A** Exactly. I put this document together
2 after talking with my legal counsel. I met with Ms.
3 Cook on the 29th.

4 **Q** You said the investigation is complete?

5 **A** Yes.

6 **Q** You go on to say that the vault outage has
7 been resolved?

8 **A** Yes.

9 **Q** Let's talk about that a minute. That is
10 the vault outage that was being investigated that was
11 not the subject of Ms. Cook's disciplinary action, is
12 that right?

13 **A** Exactly. This was the vault turned over on
14 5/25 and the resulting outage. I was letting her
15 know that has been resolved and we did not believe
16 that was attributable to her.

17 **Q** And then the exhibit that Mr. Griffith was
18 asking you about earlier, Exhibit 1 that talks about
19 all of this investigation and Ms. Cook was willing to
20 take a polygraph, that is related to the vault
21 outage, not this lawsuit, is that right?

22 **A** That's correct.

23 **Q** Okay. So we got that cleared up. The
24 vault storage issue had been cleared up. Number 2,
25 you say inappropriate contact asserted by Robyn

1 remains a significant problem.

2 **A** Yes.

3 **Q** Then you say I cannot find anything to
4 support your statement.

5 **A** Yes.

6 **Q** It says I was provided with photographic
7 evidence to suggest improper touching and pressure
8 was applied, correct?

9 **A** Yes.

10 **Q** It says I was also provided a signed
11 statement by an associate that substantiated the
12 allegation.

13 **A** Yes.

14 **Q** And that is the statement of Ms. Freeman,
15 correct?

16 **A** Exactly. That was Ms. Freeman's statement.

17 **Q** And then you go on to say, talk about the
18 zero-tolerance policy. We do have this zero
19 tolerance policy. There is enough evidence to
20 suggest that this contact might have occurred.

21 **A** Yes, sir.

22 **Q** Tell the jury -- Mr. Parker asked you a
23 question about that. What sort of decision does
24 Human Resources have to make when there is a report
25 like this and you have conflicting stories?

1 **A** I have to err on the side of caution. I
2 have to be very, very careful and err on the side
3 that this could have happened. I've got to take the
4 action that is commensurate to that.

5 **Q** In that very next line or two, you tell Ms.
6 Cook, you say whether intentional or intentional.

7 **A** Exactly.

8 **Q** Let's talk about that a second. Even
9 though it may have been unintentional, you have got
10 to err on the side of caution?

11 **A** Exactly.

12 **Q** And why is that?

13 **A** Who am I to determine that it was or that
14 it wasn't. It is still was something where I have
15 got to -- the fact that I had it corroborated by a
16 third party and both perceived, the third-party
17 perceived and the associate perceived, it to be
18 intimidating, fearful, hurtful, even if she did not
19 intend for it to be fearful or intimidating or
20 hurtful, it is still, it is something that occurred.
21 And she even admitted that it occurred, the touching
22 had occurred. I had to err on the side of caution.

23 **Q** And in layman's terms, in completing your
24 investigation, you were talking with your legal
25 department and you had a lot more evidence on the

1 Clevinger side then you had on the Cook's side?

2 **A** That is exactly right.

3 **Q** You had no choice?

4 **A** I did not have any choice. This was the
5 direct guidance I received.

6 **Q** Now, you indicated as well, did you not,
7 that Ms. Cook's performance as an employee was also a
8 factor?

9 **A** Yes.

10 **MR. TILLER:** May I approach the witness,
11 Your Honor?

12 **THE COURT:** You may.

13 **BY MR. TILLER:**

14 **Q** I'm going to hand you, Ms. Johnson, what
15 has been marked as Defendant's Exhibit 9. Are you
16 familiar with that document?

17 **A** Yes, sir. I am.

18 **Q** Tell us what it is.

19 **A** Well, we met with Patty Austin. I met with
20 Lydia Cook. After we had our conversation with
21 Lydia, we were driving to Beaufort. Our next
22 conversation was going to be with Robyn Clevinger and
23 conduct that termination.

24 **Q** All right. This document at the top has 6
25 dash and then 30. Can you tell the jury what you

1 recall about that?

2 **A** I wrote over it. It was 6/29. We met with
3 both associates on 6/29. Later on, as I was going
4 through my documents and putting in my box together
5 on whatever information I had to put away, I knew
6 that we had terminated her actually in the system on
7 6/30. 6/30 was the end of a quarter. We went ahead
8 and changed our term date even though we advised her
9 of her termination on 6/21 and met with her on 6/29
10 in order to give her the opportunity to receive her
11 incentive for that quarter.

12 You have to physically be actively employed
13 on the last day of the quarter. In the system, we
14 made that term day of 6/30 to give her the benefit of
15 that so that she could be considered for any
16 incentive that might be due. If I left the term date
17 6/29, she would have automatically forfeited any,
18 incentive for what she would've been payable. At
19 some point when I was going through my documents and
20 I saw 6/29, I remember 6/30. The system says 6/30.
21 I wrote over and put 6/30. The original date on here
22 was 6/29, the date that I talked to her and she
23 relayed this to me was 6/29.

24 **Q** Now, the first three items on here are just
25 kind of details about personal items and her.

1 compensation and that sort of thing, is that right?

2 **A** Right. She was asking about a number of
3 things, about getting her picture out of her office,
4 asking about that incentive, you know, for the
5 quarter. That is why the term date we actually had
6 was 6/30. She asked me about being eligible for her
7 pension. Then she went on to asked me a couple of
8 other things.

9 **Q** Including if Robyn was still at the bank.

10 **A** I knew that question was coming. I was
11 writing in the car. I was a passenger and I was
12 writing down as she and I were talking. She went on
13 to ask me, she wanted to know if Robyn was still at
14 the bank. Then she went on, you know, after
15 complementing both Patty and me. She said we were
16 both extraordinary women. She wished us well in our
17 careers. She thanked us for the way that we handled
18 everything and said to tell Andree as well to thank
19 her. My pen was running out of ink so I kind of
20 turned it around to the other side and that is why it
21 had gotten darker as I was trying to keep my pen
22 writing.

23 **Q** As I understand from what you said earlier
24 is both what Ms. Austin said, Ms. Austin attended
25 that meeting with you in lieu of Ms. Lloyd?

1 **A** Exactly. Patty Austin and I met with her
2 and conducted the termination that morning.

3 **Q** In this telephone call, Ms. Cook tells you
4 that both Patty and you are extraordinary women?

5 **A** Exactly.

6 **Q** That she wishes you well in your careers?

7 **A** Yes.

8 **Q** She thanks you for the way you handled
9 everything?

10 **A** Yes, she did.

11 **Q** And said to tell Ms. Lloyd the same thing?

12 **A** Yes, she did.

13 **Q** In your view, is that consistent with
14 someone who says the story has been concocted?

15 **MR. PARKER:** Your Honor, I would object
16 to that.

17 **THE COURT:** I sustain the objection.

18 **BY MR. TILLER:**

19 **Q** What was Ms. Cook's demeanor at the
20 meeting?

21 **A** She hugged me goodbye.

22 **Q** She told you thank you then as well?

23 **A** She told me thank you and Patty as well.
24 We were both there physically.

25 **Q** She makes another telephone call to you and

1 tells you the same thing?

2 **A** Yes, she did. This was after the meeting
3 when we were driving to Beaufort.

4 **Q** Thank you, Ms. Johnson.

5 **THE COURT:** Cross-examination?

6 **MR. PARKER:** Just a couple of questions.

7 **CROSS EXAMINATION**

8 **BY MR. PARKER:**

9 **Q** We had talked about Plaintiff's Exhibit
10 Number 1. Mr. Tiller asked you if, in fact, that
11 only dealt with the outage which is an involved in
12 this case because the money was found, correct?

13 **A** The outage -- this is the corporate
14 securities report.

15 **Q** Right.

16 **A** It was a discussion between her and Dennis
17 Coleman. I was not present to that. That, to my
18 understanding, is the comment that dealt with the
19 polygraph test. Is that what you are referring to
20 that was in relation to that outage? But that
21 outage, I can't tell you the exact date that the
22 outage have been resolved.

23 **Q** I know that that was your testimony. But
24 look at Page 2 of this document. On the 15th, we
25 went over this. It said note during Cook's

1 interview, she gave Tillman a letter from a doctor
2 relating to a complaint that was made against Cook by
3 Clevinger concerning improper touching and workplace
4 violence. Coleman faxed a copy of the letter to
5 Holly Johnson, the HR representative on 6/15. Cook
6 requested that she would welcome a polygraph test.
7 Your testimony about the polygraph was as to that
8 outage is not correct, is it?

9 **A** I can't say that. He was covering a number
10 of things. He turned that investigation over to me.
11 He turned the investigation relating to the touching
12 incident on 5/9 over to me.

13 **Q** As just mentioned in his paragraph 15
14 followed by 16, Cook requested that she would welcome
15 a polygraph test.

16 **A** It is item Number 16.

17 **Q** The money had been found by them, correct?

18 **A** I can't say the money had been found by
19 then.

20 **Q** You don't know when it was found?

21 **A** There had been several outages. There was
22 also a \$5000 outage in the vault. There was a --

23 **Q** That was with Ms. Suzanne Freeman, correct?

24 **A** I believe the \$2000 outage was related to
25 Cook. There was another \$5000 outage they didn't

1 even discover themselves until Robyn Clevinger went
2 in there and discover that really it was a greater
3 outage than 2000.

4 **Q** You don't know anything about that, do you?

5 **A** I am not your operations person.

6 **Q** The \$2000 that the outage was, you know
7 what was found on Suzanne's desk, \$1960, don't you?

8 **A** It was in her teller drawer. She was
9 discovered to be over by \$1960. When Hubbard went in
10 there, she counted and there was an additional \$5000
11 outage.

12 **Q** That's not the issue that we are here
13 about, neither one of these are. In fact, your
14 attorney has objected.

15 **MR. TILLER:** Your Honor, I'm going to
16 object to what was objected to.

17 **THE COURT:** I will sustain that
18 objection.

19 **MR. TILLER:** That's why we do it in
20 camera.

21 **BY MR. PARKER:**

22 **Q** You know that the \$5000 was not Ms. Cook,
23 don't you?

24 **A** I know it was related to the vault. They
25 had turned the vault over to her on 5/25. I did not

1 investigate that. I was not part of the
2 investigation of the \$2000 or the \$5000.

3 Q The photographs that we have color copies
4 of, Plaintiff's Exhibit 46 and 47, we want to make
5 sure they are in evidence, these are not, you got
6 these on June 1st, correct?

7 A Correct.

8 Q But you didn't give them to anyone before
9 that, did you?

10 A I have no knowledge of that. I know I
11 received them. I got an email and I printed an
12 email.

13 Q I will ask you the same question that I
14 asked Ms. Austin. Have you ever known anyone else in
15 the workplace in all your years at the bank where a
16 woman with arthritis had inflicted bruises on another
17 woman's arms?

18 A I can't say. I can't speak to someone
19 giving someone else bruises. I think it is very easy
20 to bruise someone.

21 Q It would be nice to have a doctor's
22 opinion.

23 A You asked my opinion. I am just saying. I
24 think it is easy to be bruised. I bruise very
25 easily.

1 **Q** Did somebody squeeze you and bruise you?
2 Have you had a hug and been bruised?

3 **A** I have.

4 **Q** Who bruised you by hugging you?

5 **A** I told you --

6 **Q** I hope it wasn't your husband. He might
7 get in jail.

8 **MR. GRIFFITH:** May she finish her answer
9 Your Honor?

10 **THE COURT:** I think so. Mr. Griffith,
11 you have a question?

12 **MR. GRIFFITH:** I asked if she can finish
13 her answer.

14 **THE COURT:** Oh, I thought you asked me if
15 she had finished her answer.

16 **MR. GRIFFITH:** She had not.

17 **THE WITNESS:** I have been bruised by my
18 husband and my daughter. Whether it was playful
19 or in a hug, I have been -- I bruise very
20 easily. I bruise very easily. I'm just telling
21 you, I do.

22 **BY MR. PARKER:**

23 **Q** And you accused them of violence?

24 **A** No. He can bruise me anytime he wants.

25 **THE COURT:** Okay. Hang on. Time for Mr.

1 Griffith.

2 **CROSS EXAMINATION**

3 **BY MR. GRIFFITH:**

4 Q Did your head shake back and forth when
5 your husband bruised you?

6 A No, it didn't.

7 Q When your daughter bruised you, did your
8 head go in the opposite direction then your body?

9 A No, it didn't.

10 MR. GRIFFITH: I don't think I have
11 anything else.

12 MR. TILLER: Nothing further, Your Honor.

13 THE COURT: Thank you, ma'am. You may
14 step down.

15 Let's take a five-minute recess, Ladies and
16 Gentlemen. I ask you to step in the jury room.
17 I remind you it is too early to begin discussing
18 the case.

19 (WHEREUPON, the jury exits at approximately
20 4:07 p.m.)

21 THE COURT: The court will be in recess
22 for five minutes or so.

23 (WHEREUPON, a recess is taken.)

24 THE COURT: All right. Let's bring the
25 jury in.

1 **(WHEREUPON,** the jury enters at approximately
2 4:17 p.m.)

3 **THE COURT:** Welcome back, Ladies and
4 Gentlemen.

5 Mr. Tiller, I believe you are ready to call
6 another witness?

7 **MR. TILLER:** Yes, sir, Your Honor.

8 **THE COURT:** All right, sir.

9 **MR. TILLER:** At this time, Regions Bank
10 will call Suzanne Freeman.

11 **SUZANNE FREEMAN**

12 having first been duly sworn, testifies as follows:

13 **DIRECT EXAMINATION**

14 **BY MR. TILLER:**

15 **Q** Tell the jury your name, ma'am.

16 **A** Suzanne Freeman.

17 **Q** Ms. Freeman, we talked a moment ago. Are
18 you a little nervous?

19 **A** A little bit. I don't like confrontation.

20 **Q** That was my next question. You don't like
21 confrontation. You live here in Hampton County?

22 **A** Yes, sir.

23 **Q** Over near Estill?

24 **A** Yes, sir.

25 **Q** What are you doing now?

1 **A** I work for an ophthalmology practice in
2 Bluffton, Hilton Head area.

3 **Q** You are here by subpoena of the court, are
4 you not?

5 **A** Yes, sir.

6 **Q** I want to thank you for being here. Back
7 in May 2011, were you employed at Regions Bank here
8 in Hampton?

9 **A** Yes, sir.

10 **Q** Did you have occasion to witness an
11 incident that evening at or near closing time?

12 **A** Yes, sir.

13 **Q** Can you tell the jury your recollection of
14 kind of what gave rise to the incident. In other
15 words, what was going on that day?

16 **A** It was the end of the day. We were
17 balancing our drawers in the afternoon.

18 **Q** Tell the jury kind of what that means by
19 balancing your drawers. There has been some
20 discussion of it.

21 **A** Balancing your drawers is you take money in
22 and you take it out. You have tickets to account for
23 the money going in and tickets to account for the
24 money going out. At the end of the day all of those
25 tickets add up. You should have a total balance at

1 the end of the day of what is in your drawer. At the
2 end of the day, we count all of that money that
3 should balance what our computers said it should be.
4 At the end of the day that afternoon, everybody is
5 balancing the drawers trying to hurry home.

6 Lydia was out of balance. Any time someone
7 has counted their money and they are out of balance,
8 and another teller or someone that is available will
9 come and count your drawer. Sometimes if you are in
10 a hurry, you can miss something. If you're tired, a
11 fresh set of eyes would help. Well, we were all
12 still balancing. Robyn came out to help Lydia count
13 her money.

14 Q Let me ask you this if you recall. I don't
15 know. Did Ms. Cook ask Ms. Clevinger to help her?

16 A I honestly can't remember.

17 Q Okay.

18 A I think it may have been in her coins, at
19 the bottom, the coin is in the bottom locker. I
20 think that is where she found the money. Lydia got
21 excited and wrapped her arms around her and said
22 thank you, thank you, thank you. As she wrapped her
23 arms around, Robyn was moving. She kind of shook
24 her. Her head went left and right. She was shaking
25 her.

1 I just kind of looked over. I said Lydia.
2 She was happy. She was out of balance. She was
3 balanced. She was happy. She was smiling. She
4 really didn't say anything. Kind of walked off.
5 Robyn didn't really say anything. She just kind of
6 stood there for a moment. Kind of froze and just
7 kind of turned around and walked off. Then everybody
8 went about their business for the rest of the day and
9 we went home.

10 **Q** Do you recall making a statement that day
11 that you made reference a minute ago that you said
12 Lydia, what are you doing?

13 **A** I honestly can't remember. It was either
14 Lydia, what are you doing or it was Lydia. You know,
15 it was -- I saw her over there. She had her arms
16 around her. She was excited. She did have a smile
17 on her face.

18 **MR. TILLER:** May I approach the witness,
19 Your Honor?

20 **THE COURT:** You may.

21 **BY MR. TILLER:**

22 **Q** I'm going to hand you, Ms. Freeman, what
23 has been marked as Defendant's Exhibit 3. First, I'm
24 going to ask you if you recognize that document.

25 **A** Yes, sir. I do.

1 Q Is that your handwriting on that document?

2 A Yes, sir, it is.

3 Q What do you recall about how and when you
4 had written that statement?

5 A Excuse me. Can you repeat that please?

6 Q Is that your statement?

7 A Yes.

8 Q You recall when you had written that
9 statement?

10 A Yes. It was, I think, during the
11 investigation. I know Holly Johnson came and I gave
12 her a statement of what happened. If I can recollect
13 clearly, I think it was the next day Andree was there
14 the next day and she asked me to write this
15 statement.

16 Q Okay. Andree Lloyd is the one who asked
17 you to write this statement?

18 A Right.

19 Q She told you to be very specific?

20 A Uh-huh. That's correct.

21 Q And you had met with Ms. Lloyd and Ms.
22 Johnson the day before to tell them about the event?

23 A Not together. I met with Holly alone.
24 There was no one but me and Holly. Now that I can
25 remember.

1 Q Right. That is Ms. Johnson who is here in
2 the courtroom today?

3 A Yes. That is correct.

4 Q And meeting with Ms. Johnson, did you tell
5 her basically what you put in your written statement
6 of June 1, 2011?

7 A Yes, sir.

8 Q Now let's talk a little bit about your
9 statement. You said, first of all, what you told the
10 jury on that afternoon Lydia was out of balance, is
11 that right?

12 A That is correct.

13 Q Robyn came to help her and found the money?

14 A Correct.

15 Q That's correct?

16 A Yes, sir.

17 Q Then you say Lydia grabbed Robyn from the
18 side and wrapped her arms around her and began
19 shaking her, is that correct?

20 A Yes, sir.

21 Q Okay. And then that is when she was
22 telling, Lydia was telling her thank you, thank you,
23 thank you, right?

24 A Yes.

25 Q That is when you looked over and you saw

1 Robyn, well, you saw Lydia shaking Robyn. Robyn's
2 head was going in the opposite direction as her body,
3 is that right?

4 A Yes, sir. That is correct.

5 Q Was that a side to side movement?

6 A Yeah. She had, Lydia was standing to the
7 left of Robyn. If I was Robyn, she was standing
8 directly to her left side. She put her arms around
9 her, both arms, one arm was around the front, one arm
10 was on the back like you would hug someone from the
11 side. She just wrapped arms and she was kind of
12 shaking or bouncing. She said, she was saying thank
13 you. She was like up and down, like hugging her.
14 Robyn was also shaking at the same time.

15 Q And Ms. Clevinger is a lot smaller than Ms.
16 Cook?

17 A Yes.

18 Q That is when you put in your statement it
19 says I said to Lydia, quote, what are you doing, end-
20 quote, right?

21 A Right. I just kind of; I was focusing on
22 my stuff. Out of the corner of my eye, I saw her and
23 I was like what are you doing.

24 Q Obviously this has been a couple of years
25 ago when you had written this statement?

1 **A** That is correct.

2 **Q** Your recollection was better back then than
3 it is today I would imagine?

4 **A** Yes.

5 **Q** After you made this, asked this question,
6 Lydia, what are you doing, you said Ms. Cook just
7 laughed and didn't say anything, is that right?

8 **A** Laughed, as in she was smiling like happy
9 she have found the money. You know, she didn't --
10 you know she didn't seem like she was mad. She was
11 excited. Yes, it was an aggressive shake but it
12 wasn't aggressive as in like a hate. I mean, she had
13 a smile on her face.

14 **Q** Robyn never said anything about Lydia?

15 **A** She didn't say anything, not that I can
16 recall.

17 **Q** She just stood there for a moment and then
18 walked away?

19 **A** That is correct.

20 **Q** Then you say when she shook her, it did not
21 seem like a friendly shank or a normal pat on the
22 back that you would give someone.

23 **A** That is correct. Like I said, now, trying
24 to remember things now, I honestly -- you know, yeah,
25 that is what I wrote.

1 Q It didn't appear to be friendly to you at
2 the time?

3 A Apparently not.

4 Q You said it seemed very aggressive.

5 A Aggressive as in it is hard. Not
6 aggressive as in she was mad aggressive. The shake
7 itself seemed intense but not that she was mad.

8 Q But that was your choice --

9 A Yeah. That was just my choice of wording.
10 I sometimes don't say things. Like, things come out
11 like they shouldn't sometimes.

12 Q I do that all the time. Now, nobody told
13 you what to put in this statement, did they?

14 A No, sir.

15 Q Then you say the next day, I noticed that
16 Robyn came and was not turning her head, correct?

17 A That's correct.

18 Q She seemed very stiff.

19 A That's correct.

20 Q And you personally observed that?

21 A Yes, she just, the next day, she was just
22 kind of quiet. She wasn't moving. She just wasn't
23 her normal. You could tell. She just wasn't acting
24 right. I don't remember if we were in a meeting or
25 what. I asked her if she was okay. I cannot

1 remember what was going on at the time. She just
2 kind of commented something about her neck was stiff
3 or she couldn't turn her head. Later on, she asked
4 me to come in her office. She shut the door. She
5 told me that apparently when Lydia, after that, she
6 could not turn her head. She said she was having a
7 lot of pain.

8 Q That is the statement where you asked her
9 what she did. She asked me in her office. She told
10 me that Lydia hurt her the day before.

11 A That is correct. Yes.

12 Q Okay. She says she has two knots, one on
13 each side of her neck, is that correct?

14 A Yes. She asked me to feel her neck. She
15 said it was really tight. It was tense like a
16 tension knot is what it felt like.

17 Q You actually felt the tension, felt the
18 knot?

19 A I guess. I don't know what her neck felt
20 like before that. It felt like a little knot. Yes,
21 there was a little knot.

22 Q That you could actually feel?

23 A Yeah. It wasn't like hard. It was like a
24 little -- I can't describe it.

25 Q Two days later, she had a bruise on the

1 back of her neck that looked like a thumbprint?

2 **A** That's correct. I don't know that it was
3 two days. I don't remember how many days when I
4 wrote this statement. I was told that I had to be
5 more specific. I cannot remember how many days. I
6 just had to put something so I wrote two. I figured
7 a few days is anywhere between two to five days. So
8 somewhere in there. I just kind of picked one.

9 **Q** So you changed a few to two?

10 **A** That's correct.

11 **Q** That was at the request of Ms. Lloyd to be
12 more specific?

13 **A** That's correct.

14 **Q** Did Miss Lloyd ever indicate to you that
15 she didn't think that Robyn was being truthful about
16 this?

17 **A** Honestly, I don't even remember having a
18 conversation with Ms. Lloyd about this. From walking
19 in here and hearing Holly's testimony, I do remember
20 that I did write this with Miss Lloyd but I honestly
21 can't remember having a conversation about the
22 situation with Lydia. I also can't remember our
23 conversation.

24 **Q** You do recall at some point yourself seeing
25 some level of bruising on Ms. Clevinger's arm?

1 **A** Correct. I was on the teller line the day
2 when she showed them to me. I was kind of back and
3 forth to the vault. If I can remember correctly, I
4 walked to the vault and she kind of pulled the vault
5 door closed. She said she wanted to show me
6 something. She had a bruise on the back of her arm.
7 She said, she told me, I can't recall verbatim the
8 words, it was something to the affect that this
9 happened when Lydia had grabbed her, you know, shook
10 her.

11 **Q** You, yourself, don't have any recollection
12 the bruises first appeared?

13 **A** I could not tell you when they appeared.

14 **Q** Now, were you employed at the bank when,
15 uh, Ms. Clevinger came on board as the manager?

16 **A** Yes.

17 **Q** And she made some pretty significant
18 changes, did she not?

19 **A** Yes, she did.

20 **Q** And a lot of that was in the areas of
21 compliance with the bank's policies?

22 **A** Yes, that's correct.

23 **Q** And there was some difficulty both with the
24 customers and the employees in getting used that,
25 were there not?

1 **A** Yes.

2 **Q** Did she appear to be doing her best to
3 enforce those policies?

4 **A** Yes, she did.

5 **Q** You and Ms. Cook get along?

6 **A** Yeah.

7 **Q** Before you observed what you put in your
8 statement here about Ms. Clevinger appearing stiff --

9 **A** Uh-huh.

10 **Q** You recall that discussion we had?

11 **A** Yes, sir.

12 **Q** You recall her neck being stiff in the week
13 or 10 days before that?

14 **A** No, sir. Not that I can remember.

15 **Q** Do you recall, as you sit here today, Ms.
16 Freeman, as to how long Ms. Clevinger continued to
17 exhibit this stiffness in her neck?

18 **A** No, sir. I don't. Honestly, I tried to
19 forget all of this and move on with my life.

20 **Q** Did you tell Ms. Clevinger that you thought
21 she should see a doctor?

22 **A** Yes, sir. When she showed me the knots on
23 the back of her neck, she started crying and saying
24 that she was in a lot of pain. I told her if she was
25 hurting that bad, she needed to contact a doctor.

1 Q Ms. Freeman, I want to thank you for being
2 here today.

3 A Yes, sir.

4 Q Answer any questions that Mr. Parker or Mr.
5 Griffith may have.

6 THE COURT: Mr. Parker.

7 MR. TILLER: I'd like to move Defendant's
8 3 into evidence. We were talking about it a
9 moment ago.

10 MR. PARKER: No objection.

11 THE COURT: Without objection.

12 (WHEREUPON, Defendant's Exhibit 3 is admitted
13 into the record.)

14 CROSS-EXAMINATION

15 BY MR. PARKER:

16 Q Ms. Freeman, the statement that you gave,
17 there was an investigation going on, not on this, but
18 other things at the bank?

19 A Yes, sir.

20 Q And they asked you to give this statement.
21 I know you said you talked to Ms. Johnson.

22 A Yes, sir.

23 Q And wrote this up the next day?

24 A Yes, sir.

25 Q When they were asking your best

1 recollection about how long it was afterward that she
2 showed you the bruises? You wrote two days, correct?

3 **A** That's correct.

4 **Q** And I think you said a few days was
5 anything between two and five days?

6 **A** Yes, sir. That's correct.

7 **Q** When Ms. Clevinger asked you to come in the
8 office and talk with you about this the next day, she
9 didn't show you any bruises?

10 **A** No, sir. She did not.

11 **Q** She didn't tell you about any bruises?

12 **A** No, sir. She did not.

13 **Q** She didn't tell you she had taken pictures
14 of bruises?

15 **A** No, sir. She did not.

16 **Q** And she immediately got you in there the
17 next day and said that -- before that morning that
18 she told you that, you never thought that this event
19 that you witnessed was anything other than a hug, did
20 you?

21 **A** No, sir. I mean, Lydia was excited. Lydia
22 -- when Lydia would find something, Lydia was very
23 excited. She gets very, you know, excited.

24 **Q** And you didn't think anything about it
25 because it was an ordinary event, wasn't it?

1 **A** Yes, sir. I mean, it was --

2 **Q** You are saying Ms. Cook hugged numerous
3 people in the bank in the exact same manner?

4 **A** Yeah. She is a hugger.

5 **Q** And she has hugged you this way?

6 **A** Yes, sir.

7 **Q** Did it hurt you?

8 **A** No, sir.

9 **Q** Did you report it as workplace violence?

10 **A** No, sir.

11 **Q** All of the other hugs that were just like
12 this one for a long period of time, I guess. How
13 long were you there?

14 **A** Almost 2 years. A little over two years.

15 **Q** Ms. Cook was there the whole time?

16 **A** Yes, sir. She was there when I started.

17 **Q** So you saw numerous hugs just like that?

18 **A** Yes, sir. When she hugged customers.

19 **Q** She'd hug Ms. Clevinger before just like
20 this? You seen this, I suspect? I don't know.

21 **A** I honestly can't remember.

22 **Q** But you had seen her hug numerous other
23 people?

24 **A** Yes, sir.

25 **Q** In the same manner, exactly as what

1 happened on this day?

2 **A** Yes, sir.

3 **Q** It wasn't until the next day, when Ms.
4 Clevinger came in and told you somehow that she had
5 been hurt that you thought anything about this at
6 all, isn't that correct?

7 **A** That's correct.

8 **Q** Overtime, Ms. Clevinger talked with you a
9 number of times about this?

10 **A** Yes, sir.

11 **Q** And she, of course, went to you about what
12 happened on that day. Did she seem to be sort of
13 obsessed with it?

14 **A** She was -- that day after, you know, when
15 she brought me in her office, she was very emotional
16 about it. She was very quiet to the staff that
17 morning. Then later that morning, she asked me to
18 come in her office. She got very emotional about it
19 and was crying.

20 **Q** And she, in fact, -- when you wrote this
21 statement, what you remember that and the little bit
22 you remembered that day, Ms. Clevinger made it out to
23 be more than what you saw, isn't that correct?

24 **A** Yes, sir. A little bit.

25 **Q** And, in fact, she was greatly exaggerating

1 what happened, wasn't she?

2 **A** From what I recollect, I cannot really
3 remember a whole lot. I really did not see any of it
4 when it happened. Until she did say something about
5 it, maybe she did shake her a little bit too hard,
6 maybe she did hug her a little too hard. If she had
7 not said anything, I probably would not have thought
8 anything of it.

9 **Q** I am going to hand you what has been marked
10 as Plaintiff's Exhibit 38. Plaintiff's Exhibit 38 is
11 a police report. (Pause.)

12 And there are some pictures on there that
13 are on the screen now. You see those pictures?

14 **A** Yes, sir.

15 **Q** Do those look like the same thing that Ms.
16 -- very similar to what Ms. Clevinger told you and
17 what you saw?

18 **A** They do look similar. They look like an old
19 bruise. These pictures don't look fresh. The bruises
20 that I saw that she showed me had already turned
21 yellowish, you know, as the bruises were starting to
22 heal. It wasn't, you know, fresh bruises, red,
23 bluish, you know, very prominent. This was already,
24 you know, had already --

25 **Q** The ones you saw?

1 **A** Sir?

2 **Q** The one you saw?

3 **A** The one in the picture.

4 **Q** Oh.

5 **A** The one that I saw. The one in the picture
6 from what I can see, I can't really see it that well.
7 It's kind of old, the bruise. But I can't really tell
8 in the picture that well.

9 **Q** And if -- in fact, did you know that Ms.
10 Clevinger, according to Mr. Blackwell, falsely
11 accused her of assaulting her and squeezing her arms
12 and causing bruising?

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

14 **Q** And as you look back on it, did Ms.
15 Clevinger seem to be getting you involved in trying
16 to take her side of this and be a witness for her?

17 **A** Now seeing things, possibly. I'm not really
18 sure.

19 **Q** Did it seem to you that you were being
20 drawn into something?

21 **A** Like I said before, if she had not made an
22 ordeal about it, I wouldn't have thought anything of
23 it.

24 **Q** You would have thought this was just
25 another hug?

1 **A** Yes, sir.

2 **Q** Because that is all that it was, wasn't it?

3 **A** It was a very, you know, happy hug. She
4 was a little aggressive. But I don't feel that --

5 **Q** Just a normal hug that happened every day
6 at the bank?

7 **A** Granted it was almost three years now that,
8 you know, that she ...

9 **Q** It was a very happy hug just like all the
10 other hugs?

11 **A** Right.

12 **MR. PARKER:** Nothing further.

13 **CROSS EXAMINATION**

14 **BY MR. GRIFFITH:**

15 **Q** Ms. Freeman?

16 **A** Yes, sir.

17 **Q** You said it was a happy hug like all the
18 others?

19 **A** I said I would have thought, if she had not
20 said anything, I would not have thought anything of
21 it. I would have thought that it had been a happy
22 hug just like the other hugs.

23 **Q** You were actually shocked by it that it was
24 so hard, is that correct?

25 **A** I was shocked as then I saw her, it got my

1 attention, yes.

2 Q And that was because it was a very hard
3 shake, is that correct?

4 A Yes, sir.

5 Q And you are not telling the jury that
6 people ordinarily go around shaking people so hard
7 that you are shocked by it, do you?

8 A No, sir.

9 Q And you are not telling people that people
10 walk around that office and shake people very hard,
11 is that correct?

12 A No, sir.

13 Q As a matter of fact, would you just come
14 down here and show me how, the position of Ms.
15 Clevinger and Ms. Cook? Do you know what I am
16 saying?

17 A Yes, sir.

18 Q I want you to describe the arms.

19 A If you are Ms. Clevinger, this is the
20 teller line.

21 Q The teller line is right here.

22 A So she is facing this way. Robyn was
23 counting her drawer. Lydia was kind of at an angle,
24 you know, to her left. I was directly on the
25 opposite side. I was on the right side.

1 Q You were at this teller?

2 A Right. Facing the same way as Robyn.

3 Q Okay.

4 A When she found the money, Robyn said I
5 found it. They put the amount in that she was
6 balanced. Lydia said -- she kind of -- like I said,
7 I was not looking. I saw it out of the corner of my
8 eye. I can't get my arms around you.

9 Q Let me ask you, Ms. Clevinger is a little
10 bit smaller than me, isn't she?

11 A Yes, sir.

12 Q Okay.

13 A I mean, her arms wrap all the way around
14 her when Lydia, at the same time, was like thank you,
15 thank you, thank you. It was kind of like a jump. I
16 don't know that she was really shaking her but she
17 was jumping up and down. She was singing thank you,
18 thank you, thank you. When she was doing it, Robyn's
19 head was moving. She was saying thank you, thank
20 you, thank you. It caught my attention. I turned
21 and said Lydia. She was just like smiling because
22 she found her money. Robyn didn't say anything. She
23 just stood there and then she just kind of turned and
24 walked off.

25 Q All right. You describe that is not being

1 what you would describe as a pat on the back, right?

2 You put that in your statement.

3 **A** Right. Correct.

4 **Q** You have your statement there in front of
5 you?

6 **A** The one that I took with Andree Lloyd.

7 **Q** Yes ma'am. On June 1, 2011 is the date of
8 that statement.

9 **A** Yes. I said it did not seem like a
10 friendly shake or a normal pat on the back that you
11 would give someone.

12 **Q** As a matter of fact, you indicate it seemed
13 very aggressive?

14 **A** Correct.

15 **Q** All right. That is not the kind of hug you
16 would give around the office every day, is it?

17 **A** Not normally.

18 **Q** It wasn't as I would describe like you, and
19 you hug somebody and just peck them on the cheek. Is
20 that what you saw?

21 **A** No, sir.

22 **Q** You said that the bruise you did see was on
23 Robyn Clevinger, not the pictures Mr. Parker showed
24 you, Robyn Clevinger, that looked like something that
25 was fading?

1 **A** Correct. It wasn't something -- when you
2 get a bruise, the next day or after, usually -- to
3 me, it does when I bruise. I am not a doctor so I
4 don't know what bruises look like for everybody or
5 how they are supposed to work. But on me personally,
6 if I bruise, you may have a little purple or reddish
7 color. But how she bruises, I don't know. This was
8 -- to me, it look like an older bruise. It did not
9 look like a fresh, it was kind of yellow like it was
10 starting to heal.

11 **Q** Something that might have been two to five
12 days old?

13 **A** Somewhere in there. I don't know how quick
14 she heals, so...

15 **Q** You did see knots?

16 **A** I did not see knots. I felt -- I could
17 feel a knot on the base of her neck.

18 **Q** Okay. That was the next day you felt that?

19 **A** That is correct.

20 **Q** Robyn didn't say anything, did she?

21 **A** About?

22 **Q** After the shaking event, Robyn didn't say
23 anything?

24 **A** That night, no. She did not say anything.
25 We all went about our business like a normal day and

1 locked everything up and went home. She did not say
2 anything to anyone.

3 Q She didn't turn to you and say, oh, she was
4 just happy I found her money?

5 A She didn't say anything. She walked away
6 and went to her office. If I can remember, I think
7 she started closing her stuff down. I don't know
8 what she was doing. I was at the teller drawer.
9 So...

10 Q You mentioned that Lydia laughed, Ms. Cook
11 just laughed and didn't say anything?

12 A Yeah, she just kind of looked, laughing and
13 smiling.

14 Q Giddy?

15 A Giddy like yeah, I found my money. She
16 found the money. So...

17 Q You didn't make up what you saw, did you?

18 A No, sir.

19 MR. GRIFFITH: No further questions.

20 MR. TILLER: Very briefly, Judge.

21 THE COURT: Yes, sir.

22 REDIRECT EXAMINATION

23 BY MR. TILLER:

24 Q Ms. Freeman, three weeks or so after you
25 witnessed this event, you said it did not seem like a

1 friendly shake, is that right?

2 **A** That's correct.

3 **Q** You said, to use your words, it was very
4 aggressive, correct?

5 **A** Correct.

6 **Q** Okay. You observed some knot on Ms.
7 Clevinger's neck?

8 **A** That's correct.

9 **Q** And you told her to go see a doctor?

10 **A** Yeah. I told her if she was hurting that
11 badly, she needed to see a doctor.

12 **Q** Thank you.

13 **MR. PARKER:** Just a couple of questions.

14 **RECROSS-EXAMINATION**

15 **BY MR. PARKER:**

16 **Q** The statement you had given was after Ms.
17 Clevinger had time to sit down and describe her
18 injuries to you, tell you what all she had wrong with
19 her and how she got hurt?

20 **A** Repeat that one more time please.

21 **Q** When you had given this statement, Ms.
22 Clevinger had talked with you a number of times about
23 this event?

24 **A** Yes, sir. We have.

25 **Q** And she kept giving you her side of this

1 event over this period of time?

2 **A** Yes, sir. That is correct.

3 **Q** Did that influence this statement that you
4 gave?

5 **A** It may or it may not. Like I said, if
6 nothing would have ever been said about it, I may not
7 had thought of it.

8 **Q** Lydia never talked with you about this
9 event?

10 **A** No, me and Lydia never discussed this.

11 **Q** Because it was a non-event, correct?

12 **A** I guess to Lydia, it wasn't much at all.
13 To Robyn, I guess it was.

14 **Q** There was testimony earlier about an outage
15 by Ms. Johnson. Do you know anything about that
16 conversation?

17 **A** I had just come in. I heard them when they
18 were talking about the outage with Lydia when she was
19 out of the \$2000. I think I had been out on vacation
20 when she had that outage. I think she had the vault
21 while I was on vacation.

22 **Q** What about the other outage. They said
23 there was a \$5000 outage. Were you in there when
24 they testified about that?

25 **A** Yes.

1 **Q** Did that involve you?

2 **MR. GRIFFITH:** Your Honor, I'm going to
3 object to this. We can take it up at the
4 sidebar.

5 **THE COURT:** Sure.

6 **(WHEREUPON, a bench conference is held off the**
7 **record.)**

8 **BY MR. PARKER:**

9 **Q** Ms. Freeman, when we left off, I asked you
10 about \$5000 outage?

11 **A** Yes, sir.

12 **Q** Did that outage involve Ms. Cook at all?

13 **A** No, sir. It did not.

14 **Q** Was, in fact, that money later found?

15 **A** Yes, sir, it was.

16 **Q** Thank you.

17 **THE COURT:** Any other questions?

18 **MR. TILLER:** No, sir, Your Honor.

19 **MR. GRIFFITH:** No, sir, Your Honor.

20 **THE COURT:** You may step down.

21 Mr. Tiller, you can may call your next
22 witness.

23 **MR. TILLER:** Regions Bank rest, Your
24 Honor.

25 **THE COURT:** Mr. Griffith?

1. **MR. GRIFFITH:** Your Honor, Ms. Clevinger
2 was called in the plaintiff's case. I feel like
3 I also should call Ms. Johnson since everybody
4 else did, but we are going to rest.

5 **THE COURT:** All right. Defendant
6 Clevinger rests.

7 Anything from the plaintiff?

8 **MR. PARKER:** Yes, sir. Your Honor, the
9 plaintiff would move for a directed verdict --

10 **MR. TILLER:** Your Honor, would this not
11 be best taken up outside of the presence of the
12 jury?

13 **THE COURT:** We are going to do that. I
14 understand his motion. I'll take it under
15 advisement after I hear argument on it. You
16 don't know whether you will be calling anybody
17 in reply?

18 **MR. PARKER:** We will not be. We leave
19 that option open.

20 **THE COURT:** It sounds like it is a good
21 time at least for the jury to be able to leave
22 us. We are going to recess the case until 10:15
23 in the morning. There is an issue with a
24 medical appointment and a physician. I will go
25 ahead and tell you that it is possible that you

1 may have heard all of the evidence and have
2 received all of the testimony in the case which
3 means, I can't guarantee it, but if that is
4 true, then the attorneys will be making closing
5 arguments to you tomorrow and you can begin
6 deliberations after I tell you the law on the
7 case. I just want to give you an idea of what
8 may be going on tomorrow so you can plan your
9 lives. 10:15 going to be a problem for anybody?
10 (No response.)

11 Ladies and Gentlemen, I excuse you until
12 10:15 in the morning. I remind you, don't let
13 anybody talk to you about the case. You don't
14 talk to anybody about the case. See you in the
15 morning.

16 **(WHEREUPON, the jury exits at approximately**
17 4:59 p.m.)

18 **THE COURT:** Mr. Parker, do you have a
19 motion?

20 **MR. PARKER:** Yes, Your Honor. We would
21 move for a directed verdict on the issue of
22 liability that the evidence is acceptable to
23 only one inference and that is the fact that Ms.
24 Clevinger has, in fact, slandered Ms. Cook and
25 we will be entitled to a directed verdict on the

1 issue.

2 **THE COURT:** All right. I understand the
3 argument but in this case I deny the motion.
4 Now, I am going to need -- let me take that
5 back. As to the motion, I take it under
6 advisement. I have read Defendant Regions Bank
7 memorandum that was submitted to the court with
8 his motion for summary judgment.

9 I have also read Bell versus the Bank of
10 Abbeville. Mr. Tiller or Mr. Griffith, I know
11 this is an old case. While it may be that the
12 principles from which it was issued got a lot of
13 gray on it, a lot of age on it, it is -- as best
14 I can, tell the law set forth in Bell versus the
15 Bank of Abbeville is still good law. Which I
16 assume, although it doesn't have any relevance
17 here is the same conclusion that Judge Buckner
18 reached.

19 The question of whether communication was
20 honestly made and made in good favor is a
21 question for the jury. The question of whether
22 or not privilege was abused is a case for the
23 jury. Whether the defendant was actually, was
24 an action made by ill will with the intent to
25 wantonly injure the plaintiff is a question for

1 the jury. There is some evidence to support
2 those contentions made by the plaintiff. And
3 this is one of these, I don't want to say
4 strange cases, but one of these cases where if
5 -- it almost flows that if the jury were to
6 believe the plaintiff's theory of the case that
7 the defendant acted with ill will, to carelessly
8 and wantonly injure the plaintiff, they are also
9 entitled to ask for any damages. They almost
10 flow together. For all of those reasons, the
11 court denies the motions.

12 Implicit in that is the issue related to
13 publication. I understand that the defendant
14 say there is no publication. But that the
15 communications honestly made, if the court were
16 to find that or the jury were to find that it
17 was not honestly made, then there is publication
18 because there is no privilege. At any rate, for
19 all of those reasons, the motions previously
20 taken under advisement are denied.

21 A couple more things. The plaintiff has
22 submitted some proposals to charge. I am
23 guessing that is not all the plaintiff has got,
24 but some proposals for the court to charge. Do
25 the defendants have any specific proposals? Or

1 will they have by tomorrow morning?

2 **MR. TILLER:** I may have a charge or two,
3 Your Honor, on the abuse of privilege issue.

4 **THE COURT:** Okay.

5 **MR. TILLER:** I think most of the other
6 stuff will be covered in general in the charge
7 of defamation.

8 **THE COURT:** I have -- you might be right.
9 I will have to look to see if I have one of
10 privilege. I will be glad to let you look at
11 what I have here on liable and slander. I've
12 got defamation and slander per se. Then a
13 standard one that wraps in punitive damage as
14 part of it. I am not sure that I have -- I'll
15 tell you what I will do. Sorry, I do have
16 qualified privilege charge. I am going to leave
17 this here and that y'all look at it.

18 If somebody has a copy machine, you can
19 copy it off although I think it is online. I
20 think all of this is online. I knew they had it
21 but I did not know any attorneys had accessed it
22 until about a month ago and I asked for requests
23 for charge. This lawyer came up to me and
24 handed it up to me. I also would like for the
25 two sides to confer, if you can. Try to do it

1 anyway and see about a verdict form that you all
2 can agree on. I'm going to need somebody to
3 prepare a verdict form for me. I don't have a
4 law clerk. Y'all can do that, can't you? To
5 some extent work on it?

6 **MR. TILLER:** Yes, Your Honor.

7 **MR. PARKER:** Yes, Your Honor.

8 **THE COURT:** Finally, on my list of things
9 to talk about, the plaintiff gets 45 minutes
10 total to argue. The defendants share a total of
11 55 minutes. Can you allocate those? We don't
12 need each of you to speak for 55 minutes and
13 cross over each other's toes. Those are the
14 things that I had on my list. Anyone else had
15 anything else on their list that we need to talk
16 about before 10:15?

17 **MR. PARKER:** Not from the plaintiff, Your
18 Honor.

19 **MR. TILLER:** Your Honor, just, since we
20 have got a court reporter here, I want to make
21 sure I renewed my motions at the end of my case
22 and ask the court to consider once again your
23 ruling on punitive damages as to Regions Bank.
24 If there is any ill will, I don't think there
25 is, but there is absolutely no evidence of ill

1 will on the part of the HR folks or the
2 operations folks. It will solely come from Ms.
3 Clevinger.

4 I thought I might have been making a pretty
5 persuasive argument. Just for the record,
6 because we have heard the prior motion and
7 because of who is present I just feel compelled
8 to say because they will tell that individual
9 that I was in hopes that you would read the Bank
10 of Abbeville different than Judge Buckner. Pass
11 that own, please, gentlemen.

12 **THE COURT:** Let's think about that. What
13 about it, Mr. Parker?

14 **MR. PARKER:** Your Honor, there are two
15 reasons. Number one, it is admitted in this
16 case that Ms. Clevinger was an agent and was
17 acting in the course and scope of her
18 employment. If she is guilty of anything that
19 would warrant punitive damages, the bank is
20 liable also, jointly liable.

21 In addition to that, we have the testimony
22 of Ms. Lloyd that she, in fact, was an employee.
23 They did not believe Ms. Clevinger. They yet
24 acted to terminate Ms. Cook although they felt
25 that was false. If the jury believes Ms. Lloyd,

1 there is a huge problem for the bank.

2 **THE COURT:** Let me ask you this, is the
3 plaintiff seeking separate damages?

4 **MR. PARKER:** No. We think they are
5 jointly liable for it.

6 **THE COURT:** You think the verdict form
7 should be referred to the two being joint?

8 **MR. TILLER:** The jury certainly could
9 find against Ms. Clevinger and not against the
10 bank, Your Honor. We argued there is no way the
11 bank would know that it was false.

12 **MR. PARKER:** They cannot do that. They
13 are bound by Ms. Clevinger's testimony. By her
14 actions, not her testimony. They are liable for
15 it. The bank is.

16 **MR. GRIFFITH:** Judge, Mr. Parker and I
17 don't agree on much but I'm going to have to
18 agree on this.

19 **MR. TILLER:** I think the jury could
20 disbelieve Ms. Lloyd's testimony and find that
21 nobody at the bank was aware of the falseness.

22 **THE COURT:** Let me skip that.

23 **MR. GRIFFITH:** It would be outside the
24 course of scope if she is not telling the truth.

25 **MR. PARKER:** Your Honor, they admitted

1 she was within the course of scope of her
2 actions and are bound by that.

3 **THE COURT:** I have been thinking about
4 this since we started the trial.

5 **MR. GRIFFITH:** That's how we ended up in
6 the posture we ended up as compared to where we
7 were three months ago when I was representing
8 Ms. Clevinger and the bank. I suggested that to
9 Judge Buckner.

10 **THE COURT:** From a legal perspective, if
11 it were being argued that she was not within the
12 scope, we can give a jury a charge to consider
13 it.

14 **MR. PARKER:** If you had looked at the
15 answer, Your Honor, --

16 **THE COURT:** I will hear you further on it
17 tomorrow. That will give you a chance to look
18 at this.

19 **MR. PARKER:** All right. And I would move
20 at this time for a directed verdict as to the
21 issue.

22 **THE COURT:** As to the issue, I will take
23 that under advisement. In the morning, tomorrow,
24 that will give you a chance to look at it. You
25 started to say something, Mr. Griffith?

1 **MR. GRIFFITH:** Yes, sir, Your Honor. I
2 understand and appreciate your ruling on the
3 issues that were under advisement. Was simply
4 for the record, I would like to renew my motion
5 to support a directed verdict at the close of
6 all of the plaintiff's evidence on the grounds
7 that the evidence, taken in the light most
8 favorable to the plaintiff in this case, failed
9 to show that there was any falsity, there was no
10 evidence. The only evidence was by the
11 defendant that it was perceived as aggressive.
12 There was no doubt. There was no dispute that
13 there was some type of touching incident.

14 Secondly, there was no publication of the
15 fact that it was reported up the chain of
16 command as it was supposed to have been done.
17 It was to the operations manager which was
18 within the proper chain. There was no
19 publication outside of the corporation. I don't
20 believe there was any publication to a third-
21 party.

22 Finally, as you ruled in directed verdict
23 earlier, I do not think it was a publication.
24 If it was a publication, it was a qualified
25 publication, a qualified privileged publication.

1 She was required to pass the incident onto HR
2 into her immediate supervisor. I understand
3 your ruling. I'm not arguing with the court.

4 **THE COURT:** I understand. I understood
5 the motion and argument. I understand the
6 motion and the argument now and I denied it for
7 the reasons stated.

8 **MR. GRIFFITH:** Yes, sir.

9 **THE COURT:** As I said, I do have a
10 qualified privilege charge.

11 **MR. TILLER:** Judge, I actually have seen
12 that on mine. Is that the one that is online on
13 the judicial website?

14 **THE COURT:** We will look at them online.

15 **MR. TILLER:** Okay.

16 **THE COURT:** All right. Anything else?

17 **MR. PARKER:** Nothing from the plaintiff,
18 Your Honor.

19 **MR. TILLER:** Thank you, Your Honor.

20 **THE COURT:** 10:15.

21 (WHEREUPON, the proceedings conclude at
22 approximately 5:19 p.m.)
23

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF HAMPTON) Case No(s) : 2011CP2500343
)
Lydia Cook,)
)
Plaintiff,)
)
-VS-) TRANSCRIPT OF RECORD
) (Volume 4 of 4)
Regions Bank and Robyn)
Clevinger,)
)
Defendant.)
)

January 13-16, 2014
Hampton, South Carolina

B E F O R E:

HONORABLE BROOKS GOLDSMITH, Judge.

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

JOHN PARKER, Esquire
WILLIAM BARNES, Esquire
Attorneys for Plaintiff

JOHN TILLER, Esquire
AMY BOWER, Esquire
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P R O C E E D I N G S

(WHEREUPON, the proceedings begin on the 16th day of January, 2014 at approximately 10:29 a.m.)

THE COURT: We're going to go without him?

MS. BOWER: Yeah. If it's okay with you.

He said that we could do the jury charges without him. He will hopefully be here very soon after those are done. When I spoke to him, when I was walking in at 10:00, he was by Edisto. I think he should be here within the hour.

THE COURT: Okay. Uh, well, I'm going to start with the plaintiff. Mr. Parker, any requests?

MR. PARKER: Yes, Your Honor. I'm going to let Mr. Barnes handle the issues.

THE COURT: All right.

MR. BARNES: All right. Judge, per the court's instructions last night, we went back and looked at the standard charges that are on the judicial website.

THE COURT: Right.

MR. BARNES: And what we were propose is the standard charge on the spoliation of evidence, which I believe is on page 29 of the

1 standard charges.

2 **THE COURT:** Let me see. (Pause.)

3 It's not on page 29 of mine. But go ahead.

4 **MR. BARNES:** Okay. It just provides that
5 when evidence is lost or destroyed by a party,
6 you may infer that the evidence which was lost
7 or destroyed by that party would have been
8 adverse to that party. In this case, we did not
9 have the original digital images that existed.
10 We would have been able to determine the date
11 and time those pictures were taken to either
12 corroborate or impeach Ms. Clevinger's
13 testimony. Both Ms. Clevinger and Regions
14 failed to preserve those pictures in the format
15 in which they existed. We believe this charge
16 would be proper.

17 **THE COURT:** All right. Let's see if
18 anybody agrees with that.

19 **MS. BOWER:** Your Honor, we would disagree
20 with that. We spoke with Mr. Barnes and Mr.
21 Parker. Regions has a retention policy with
22 their annual attachments, which after 30 days
23 of the annual being sent is automatically
24 deleted from the system. So therefore, within
25 30 days of Ms. Johnson receiving Ms.

1 Clevinger's pictures on June 1st, they were
2 under no litigation to hold them at that time.
3 She printed the two attachments for her file
4 which we produced to the plaintiff. But there
5 was no litigation to hold them, therefore,
6 there's no spoliation of evidence at the time
7 that the email was sent and deleted per the
8 retention policy.

9 **THE COURT:** Mr. Griffith?

10 **MR. GRIFFITH:** First of all, Judge, I
11 found the website last night. But that was on
12 my computer at the office. I'm looking in that
13 general area but I'd like to see the language.
14 If somebody could tell me where that link is.

15 **THE COURT:** Let me go get my laptop. It
16 wouldn't crank up this morning.

17 (WHEREUPON, there is a pause.)

18 **MS. BOWER:** If you would like to, I could
19 hand up to you our proposed jury charges at
20 that time.

21 **THE COURT:** All right. That would be
22 good. Now, where are we with respect to
23 spoliation issue, Mr. Griffith?

24 **MR. GRIFFITH:** Your Honor, and I
25 understood the testimony of Ms. Johnson with

1 Regions Bank, her testimony was that they have
2 a 30-day period. After 30 days, their emails
3 are stripped of attachments. They have
4 produced numerous attachments as you have seen.

5 With regard to my client, the testimony of
6 my client was that she had the -- she took the
7 pictures or her husband may have taken the
8 pictures. Those pictures were sent to Ms.
9 Johnson. She was asked about the camera that
10 they were taken on. The testimony was that the
11 camera is broken, it's no longer in use and
12 that whatever chip or disk or whatever you put
13 into a camera is no longer available to her.

14 There was no knowledge by my client that
15 she was supposed to hold on to anything. She
16 was not involved in the litigation. I believe,
17 had she been questioned, she used a dive camera
18 and it had some waterproofing around it. As a
19 result, the camera became no good. She just
20 threw the camera away. As with many people, you
21 take pictures and you print them. Then there's
22 no reason to save the digital portion of it.

23 She is a lay person. She did not understand
24 whatever requirements that there are. I don't
25 think at that time that anybody had asked that

1 she put a hold on it. There's nothing written
2 to her saying hold on to any pictures. There
3 was no notes to her that she had to do
4 anything. I think the spoliation evidence is
5 just not appropriate for Ms. Clevinger.

6 **THE COURT:** Mr. Barnes?

7 **MR. BARNES:** Your Honor, I believe Ms.
8 Clevinger testified that she didn't formally
9 download to a computer, but Ms. Lloyd testified
10 that, in fact, she showed them to Ms. Lloyd on
11 her phone. This is critical evidence that, like
12 I said earlier, could corroborate or impeach
13 her testimony. And by virtue of the photos no
14 longer existing, we don't have the capability
15 to determine when these photos are taken. I
16 have a hard time thinking that a company such
17 as Regions doesn't say things when they are
18 needed. In this case, they are appealing an
19 unemployment decision. This is critical
20 evidence. At the time that this 30-day window
21 is lapsing and they are allowing these photos
22 to be automatically wiped from the attachments,
23 we feel that this charge is proper.

24 **THE COURT:** Okay. All right. Spoliation.
25 What else from the plaintiff?

1 **MS. BOWER:** Mr. Tiller called. I can just
2 call him real quickly with his status if that
3 would help with the time to tell the jury to
4 come back. Would you like me to do that?

5 **THE COURT:** Sure, if you would.

6 **MS. BOWER:** Okay. I have to go to the
7 window to get service.

8 **THE COURT:** We'll be at ease.

9 **(WHEREUPON, a recess is taken.)**

10 **THE COURT:** I don't see any bandages.

11 **MR. TILLER:** Not yet.

12 **THE COURT:** All right, let's come back to
13 order.

14 Mr. Tiller, in your absence, we have heard
15 some motions relating to requests for charges.
16 I'm trying to remember was anything -- if the
17 court had ruled on any of those. Ms. Bower,
18 did we have anything we needed to talk to Mr.
19 Tiller about with regard to charges?

20 **MS. BOWER:** The agency charge was what we
21 were going to discuss with him when he got
22 here.

23 **THE COURT:** And the defendant's motion
24 regarding ---

25 **MS. BOWER:** Ms. Clevinger.

1 **THE COURT:** Do you know what we are
2 talking about?

3 **MR. TILLER:** I've been apprised of what
4 you are talking about in terms of agency. I
5 understand Mr. Parker's response to the
6 pleading with the agency issues. We probably
7 don't have a good position on that. We would
8 object to recalling Ms. Clevinger.

9 **THE COURT:** That's the second matter we
10 need to talk about?

11 **MR. TILLER:** Yes, sir.

12 **THE COURT:** All right. The Court grants
13 the defendant's motion relating to the issue of
14 agency which means that any verdict form would
15 refer to a verdict against the two.

16 **MR. PARKER:** That's correct.

17 **THE COURT:** Now, what's the other motion
18 again, Mr. Parker, about reopening or
19 recalling --

20 **MR. PARKER:** Yesterday, I didn't know but
21 some time late in the afternoon, the documents
22 arrived with the Navy Federal Credit Union
23 where we subpoenaed Ms. Clevinger's records. In
24 those records is a document by which she attest
25 that on the 6th of July, 2011, that she tells

1 of Mr. Valentine. We learned that, I believe,
2 on Friday a week ago. So once we learned that,
3 we issued the subpoena for the records. This is
4 what's in the records. It again proves that she
5 is being untruthful, not only to the bank but
6 in her testimony here when she said that the --
7 she said the reason she quit and that she told
8 the bank about it. It was limited to that she
9 was seeking to pursue other opportunities. The
10 letter she submitted, we would like to cross-
11 examine her to impeach her testimony about
12 that.

13 **THE COURT:** All right. Okay. Uh, you want
14 to be heard further on that? It looked like you
15 were getting ready to get up.

16 **MR. GRIFFITH:** This is 2011 case. They
17 took her deposition a long time ago. They found
18 out where she was working. The documents that
19 he's talking about would have been in existence
20 when she got that position at the bank. When
21 she left the bank has no relevance as to when
22 they went to go get the documents.

23 **THE COURT:** As to the plaintiff's motion
24 to cross-examine Ms. Clevinger, I'm going to
25 deny that motion for the impeachment to be

1 sought. As to the plaintiff's request to a
2 charge on spoliation, I deny that request. As
3 to the Defendant Regions Bank request to charge
4 2, 3 and 5, I'm going to deny those motions but
5 will charge punitive damages as requested by
6 the plaintiff. The Court's going to charge
7 plaintiff's request for assault and battery. It
8 doesn't have a number but it's the one that was
9 submitted referring to code section 63-
10 600(e)(1). The Court is also going to charge
11 the plaintiff's request relating to life
12 expectancy as well as plaintiff's request
13 relating to the reducing damages to their
14 present cash value. My understanding is that's
15 everything that's been requested for the Court
16 to rule on. Anything else the Court has not
17 addressed from the plaintiff?

18 **MR. PARKER:** No, Your Honor. In that
19 light, we would request the charge that you
20 decided as a matter of law that at the time of
21 this incident that there was established an
22 agency relationship that if, in fact, there was
23 a slanderous remark made that, in fact, the
24 bank would be liable for Ms. Clevinger's
25 conduct.

1 **THE COURT:** Is that the way you want me
2 to actually word it?

3 **MR. PARKER:** We'll write it up for you
4 exactly. As I understand it --

5 **THE COURT:** We'll take a lunch break.
6 Anybody want to respond to that question?

7 **MR. TILLER:** I would just like to see it
8 before.

9 **THE COURT:** Certainly.

10 **MR. GRIFFITH:** I was getting ready to
11 say, yes, sir, Judge, we would like lunch.

12 **MR. PARKER:** Your Honor, we would also
13 like to make as a Court's Exhibit the records
14 from the Navy Federal Credit.

15 **THE COURT:** Certainly.

16 **MR. PARKER:** The only other thing I know
17 of is we intend, when the jury is dispatched
18 before argument to publish the stipulation as
19 to the net worth of Regions.

20 **THE COURT:** Okay. Anything else from
21 Regions Bank?

22 **MR. TILLER:** I would object to publishing
23 the stipulation. We've closed the evidence.
24 He's put the document into evidence. They're
25 going to have it. He can argue it and we can

1 talk about it. But I don't want to give him
2 another chance to say before we start with
3 closing argument, by the way, here's the net
4 worth of Regions Bank. He can tell them there
5 in his argument, you will have an exhibit that
6 says -- he can talk all he wants to about it,
7 but I don't think he gets a second opportunity
8 to put that up there or talk about it before he
9 begins his closing argument.

10 **THE COURT:** What if we require Mr. Barnes
11 to do it instead of Mr. Parker.

12 **MR. PARKER:** Your Honor can publish it.
13 That's fine with me.

14 **MR. TILLER:** All I'm saying is it's been
15 admitted. They're going to have it. They can
16 talk about it just as any other Exhibit that's
17 been admitted.

18 **MR. PARKER:** We did not get to talk about
19 it.

20 **THE COURT:** Let him finish.

21 **MR. PARKER:** Sure.

22 **MR. TILLER:** All I'm saying is he
23 reopened his case to put it in, you allowed it
24 in. It's in evidence. He can argue to the
25 jury. But he don't get to reopen his statement

1 to say I want to publish one other stipulation
2 before we have closing arguments. I think it
3 becomes somewhat -- I think it enhances the
4 focus on that issue which I think is
5 inappropriate.

6 **THE COURT:** Refresh my memory. But didn't
7 I just merely defer ruling on that request
8 until I -- request to admit it until after I
9 ruled on the issues.

10 **MR. TILLER:** Right.

11 **THE COURT:** So I kind of prohibited him
12 from publishing it to the jury.

13 **MR. TILLER:** I'll defer to my colleagues
14 here, but what I seem to recall is he hadn't
15 put it in. He asked the Court to reopen the
16 plaintiff's case to put the stipulation in. You
17 allowed it and it's in.

18 **THE COURT:** That may be right.

19 **MR. PARKER:** My recollection, and I'm
20 fairly positive about this. We attempted to
21 publish the stipulation. They objected and said
22 you hadn't ruled on the motion as to whether or
23 not it was to go to the jury on punitive
24 damages. Therefore, you said we would reserve
25 the right to publish it after you ruled on the

1 motion. You ruled on the motion. We ask to
2 publish the stipulation.

3 **THE COURT:** I think what Mr. Tiller is
4 saying is that all of that is true that that
5 occurred after everybody rested.

6 **MR. TILLER:** I think Mr. Parker is right
7 and I am right. What happened, he wanted to do
8 that. I said that's not appropriate until such
9 time as the Court determines that punitive
10 damages would be considered by the jury. You
11 said, I think that's right. Then we moved
12 through the end of this case. So we are going
13 to event number two. Event number two is what I
14 was talking about from the standpoint of he
15 hadn't put it in. Then he asked you to reopen
16 the case to put it in. There was really two
17 different exchanges about that same issue.

18 **MR. PARKER:** You granted the motion that
19 while we -- you asked if we rested. I said I
20 think we might. Then we said we would. Then it
21 occurred to me we had not introduced the
22 stipulation. In fact, you then said, well, I
23 grant your motion and we could put it in. Then
24 John objected to it saying that until you ruled
25 on punitive damages, it would not be

1 appropriate for us to publish it to the jury.

2 **THE COURT:** Here's what I'm going to do.
3 The jury comes back in. Mr. Parker stands up.
4 Introduces that into evidence and recites what
5 it shows. I forgot what it's called.

6 **MR. PARKER:** A stipulation as to net
7 value.

8 **THE COURT:** A stipulation as to the net
9 value. We introduced the stipulation indicating
10 what Regions is worth. Thank you very much. No
11 elaboration. No nothing. Just sit down. And
12 then begin closing argument. You Okay.?

13 **MR. TILLER:** Yes, sir. May I just note my
14 objection?

15 **THE COURT:** Sure.

16 **MR. TILLER:** I believe Mr. Parker,
17 through his closing is going to use the
18 PowerPoint. I would like just two minutes in
19 between when he finishes and when I start. I'm
20 going to need to rearrange very briefly. I just
21 need to do some things.

22 **MR. PARKER:** Your Honor, I also have one
23 other request. That is that you limit their
24 arguments to 45 minutes. I would like to have
25 55 minutes as you granted.

1 **THE COURT:** There are two defendants.

2 **MR. PARKER:** There's one defense.

3 **THE COURT:** They've got to divide it up.
4 I'm going to deny that motion. Anything else
5 you would like to have taken up? Anything else
6 we need to take up?

7 **MR. GRIFFITH:** Judge, just briefly. With
8 regards to the time limits on argument, is
9 there a way you're going to notify us of that.
10 I used to work with Judge Brown and he would
11 tap a pen at five minutes.

12 **THE COURT:** We can do that.

13 **MR. GRIFFITH:** That's my five-minute
14 point, right?

15 **THE COURT:** Unless it is ignored.

16 **MR. GRIFFITH:** If it's ignored, Judge, I
17 understand what's coming next.

18 **THE COURT:** Sometimes I will tell the
19 jury that I put a limit.

20 **MR. GRIFFITH:** Yes, sir. I just don't
21 want to -- its sort of like when you are in
22 Supreme Court and you get that red light.

23 **THE COURT:** Yeah.

24 **MR. GRIFFITH:** You really want about 30
25 seconds at least to wind down.

1 **THE COURT:** No, I'll tell you. The worse
2 feeling when you are in front of Supreme Court
3 and you still got the green light and you run
4 out of things to say and nobody wants to ask
5 you a question and you are just standing there.

6 Plaintiff ready for the jury?

7 **MR. PARKER:** The plaintiff is ready.

8 **THE COURT:** Let's bring the jury in.

9 **(WHEREUPON, the jury enters at approximately**
10 11:48 a.m.)

11 **THE COURT:** Welcome back. Good morning. I
12 need to apologize to you, Ladies and Gentlemen.
13 I wouldn't have asked you to come back at 10:15
14 had I not thought that there was a real good
15 chance that we could be ready to do something
16 at 10:15. I was wrong. I apologize. I was right
17 almost about this being the end of it, no more
18 evidence except for one thing in just a minute.
19 We're going to have one more document
20 introduced into evidence. Then the attorneys
21 will make a closing argument to you. I will
22 then tell you about the law that applies in the
23 case.

24 Mr. Parker?

25 **MR. PARKER:** Thank you, Your Honor. The

1 parties have stipulated that the net worth of
2 Regions Bank as of September 20th, 2013 is
3 \$15,857,005,011. This is stipulated by the
4 attorneys of all parties. We would introduce
5 that as Exhibit 55.

6 **THE COURT:** Thank you, Mr. Parker. Now,
7 closing arguments.

8 **MR. PARKER:** Thank you, Your Honor.

9 Madam Forelady, Ladies and Gentlemen of the
10 jury, as I always tell everybody, we appreciate
11 your service. This is such an important part
12 of our society that when you think you have
13 been wronged to get to go before a jury to
14 determine whether or not you have been wronged.
15 That is what this process is about. This is a
16 search for the truth. What is the truth in
17 this case? What happened? Why did it happen?
18 The law provides a remedy for what has happened
19 to Ms. Cook. We say it does and it is called
20 defamation.

21 We showed you this. This is still what
22 we're talking about that there has been a
23 statement that hurt your reputation that
24 established that was published and was false.
25 It was published by the defendant. It was

1 concerning the plaintiff. It resulted in
2 damages. We proved each of those elements of
3 that cause of action.

4 This happens to be slander. This is
5 defined as slanderous publication or defamatory
6 remarks by spoken word. In other words,
7 someone falsely accused you of something as in
8 this case, of a crime and the fact that it is
9 slander.

10 This is what is called slander per se. It
11 is for several reasons. It is a crime of moral
12 turpitude. It also shows unfitness in one's
13 business or profession. If you commit an
14 assault and battery on somebody, you are not
15 fit to be in the banking business and you also
16 have been accused of a crime of moral
17 turpitude.

18 This is simply the definition of assault
19 and battery which Ms. Cook was accused of.
20 Under South Carolina law, a person who commits
21 the offense of assault and battery in a third-
22 degree is when a person unlawfully injures
23 another person or attempts to injure another
24 person with the present ability to do so. Ms.
25 Clevinger falsely accused Ms. Cook of

1 physically assaulting her which is a crime for
2 which is slanderous.

3 What you don't have to do, this is a pretty
4 simple case. If what Ms. Cook says is true, it
5 is slander and they lied. If what Ms.
6 Clevinger said is true, then they are not.
7 What you have to do is establish who is telling
8 the truth. How you go about doing that is you
9 have to weigh the credibility of the witnesses.
10 To do that, you look to see if they are
11 truthful. Look and see if their credibility
12 has come unwound because they told falsehoods
13 throughout their testimony and while on the
14 stand.

15 I don't think there is any question about
16 the fact that the evidence shows that Ms.
17 Clevinger is an untruthful person who has a
18 character of telling untruths. You don't have
19 to believe me saying in that. That is what the
20 evidence shows in this case.

21 One of the things you look at -- if you are
22 accused of doing something bad and you feel
23 very strongly you have been telling the truth,
24 what is the first thing you would do? I would
25 ask for a polygraph. I would say give me a lie

1 detector test because I am telling the truth.
2 Who did that? That is exactly what Ms. Cook
3 did. She said on Exhibit 1, she said I didn't
4 do this. I am willing to take a polygraph
5 test. She requested that she would welcome a
6 polygraph test.

7 Did Ms. Clevinger offer to take a polygraph
8 test? She didn't want to take a polygraph test
9 because it would show, may show, in fact, that
10 she was not telling the truth. That is one
11 piece of evidence that you can use to determine
12 whether or not she is telling the truth.

13 Another piece of evidence would be on
14 Exhibit 38 whereby she accused Mr. Blackwell
15 who testified that she falsely accused him of
16 doing the same thing. She falsely accused him
17 of assaulting her. I think this is her knowing
18 that she could get away or make away with
19 falsely accusing someone. She accuse Mr.
20 Blackwell of assault. She accused him of
21 squeezing her arms and abusing her.

22 Then we go to the back of Exhibit 38. The
23 photographs are similar to what we have in this
24 case. She concocted the story against Mr.
25 Blackwell and she concocted the story against

1 Lydia Cook. Ask yourself why would this woman
2 make up this story. Obviously the reason is
3 obvious. She wanted to retaliate against Ms.
4 Cook. She did not like the fact that she
5 reported her for what she had done.

6 I know all of you watch TV from time to
7 time. They always say if you want to solve
8 something, you look at the means, the motive,
9 the opportunity and the intent. Let's examine
10 whether or not she had the means for doing
11 this. The means for doing this is that she had
12 advanced on the same thing. She made false
13 accusations. She learn how to do it. She
14 learned that she could claim if you squeeze
15 arms -- she apparently inflicted bruises on
16 herself on two occasions so she could claim
17 they were made by others.

18 She did this to Mr. Blackwell. She did
19 this under oath. You have before you the
20 exhibits. She claimed that he had done this in
21 the divorce proceedings. They were divorced on
22 the grounds of separation one year, not on the
23 grounds that she alleged. You saw the
24 testimony. We went out to talk to him about
25 that. He, I think, came across as very credible

1 witness.

2 She lied to the bank. She lied -- you
3 don't have to take our word for it. Look at
4 the bank's words. In Exhibit 25, it says she
5 lied on three occasions. This is the bank
6 saying that. That is not us saying it. They
7 found her to be untruthful and deceptive. They
8 found that she engaged in deceptive behavior.
9 She was untruthful. Unfortunately, we lost
10 confidence in your veracity and judgment.

11 You know you just don't happen to lie on
12 one occasion. If you have bad character, you
13 lie. People with good character don't tell
14 untruths. They don't do it repeatedly and over
15 and over and get called over and over and over,
16 which she has.

17 As I said, we're going to look at the
18 means, the motive, the opportunity and the
19 intent. She had the means because she had done
20 this and she was use to telling untruths. She
21 also have the motive to do. What is the
22 motive? The motive is, and we're going to next
23 see Exhibit 14. The motive is set forth in
24 Exhibit 10. If we look down at the bottom and
25 blow up the bottom line, it says Cook -- this

1 is a conversation that Cook had with Ms.
2 Johnson. It is Exhibit 10 in the Regions
3 documents. She said she retaliated against her
4 because she had gone to HR, which is clear.

5 Let's look at Exhibit 14. Exhibit 14 is
6 the day following her complaint. Ms. Johnson,
7 in her report, said I am concerned that Robyn
8 has had inappropriate conversation with Lydia
9 today. While not directly confronting her,
10 there was enough negative treatment, dialogue
11 that her interaction with Lydia was not
12 business as usual.

13 This is the start of this. If you
14 remember, we put in the evaluation that Ms.
15 Clevinger had done just a week before that in
16 which she gave a good recommendation, a good
17 evaluation. Ms. Cook, if you recall her
18 testimony, had been given vacation. Then she
19 took it away at the last minute. She made
20 these complaints about her because they were,
21 in fact, true.

22 Let's look at Exhibit 15. This is Exhibit
23 15 whereby it was documented in the complaint
24 that, in fact, Ms. Cook made as to her and what
25 she complained about her trying to take,

1 complained of treatment of customers,
2 complained about the vacation and this is what
3 she was retaliating about.

4 There are a number of documents throughout
5 the records whereby it is stated -- and you
6 will have those before you -- where they
7 believe that she was retaliating. The bank
8 believed it. That is what they thought that
9 she was, in fact, retaliating against.

10 Now, if you want to look at character and
11 how people react to things, let's look at that.
12 It tells us something about us as to whether or
13 not we could be kind and considerate and
14 graceful and tell the truth. You have two
15 documents before you. The defendants put in
16 Exhibit 9. They are Defendant's Exhibit 9.
17 Exhibit 9, Defendant's Exhibit 9, it has
18 Lydia's conversation when she was terminated.
19 She had the kindness, the good grace to tell
20 the people who were firing her that they were
21 nice people, that she appreciated the way they
22 handled things even though this was a terrible
23 traumatic event for her. Are these the words
24 of a vicious, aggressive person that is going
25 to shake somebody and hurt them and try to hurt

1 them?

2 The thing that gets me about that is, ask
3 yourself how ridiculous that it really is that
4 you have an outrage of something that you could
5 be held accountable for and it is found in you
6 a very happy and say thank you, thank you,
7 thank you and hug somebody? Are those actions
8 that hurt people? Are those actions that would
9 indicate someone is trying to hurt somebody?
10 You will recall Ms. Clevinger's words to Holly
11 Johnson that she was in a fit of rage? Does
12 that make sense? You are happy, you are
13 laughing, you're smiling, you're ready to go
14 home and you are in a fit of rage because you
15 found an outrage? It is ridiculous when you get
16 down to it. It is untrue. It is false, it is
17 defamatory.

18 Let's now look at Exhibit 19. If you
19 would, blow up the top.

20 Then we go to -- we talked about the means.
21 We talked about the motive. The motive here is
22 clearly set. Hope that Lydia and I could work
23 through this. I felt that we could move past
24 this. Can't continue to work with her at this
25 point. She wants her fired. She knew the

1 policy of workplace violence. She knew that if
2 she could try to stick this to her, she would,
3 in fact, get fired. She knew this. She
4 retaliated.

5 The bank in this case made a terrible
6 decision. When you accuse falsely of doing
7 something, at least there ought to be evidence
8 that that, in fact, occurred and it probably
9 occurred and make a reasonable judgment about
10 it.

11 Let's see why the bank terminated her. We
12 will go to Exhibit 2. This again is a statement
13 of Ms. Johnson. Her script is -- I didn't know
14 you had to make a script to talk to people.
15 Apparently, in banking and human resources, you
16 just can't tell anything. You have to make a
17 script ahead of time about what you are telling
18 them. But unfortunately we do have a zero
19 tolerance policy there. It is enough evidence
20 to suggest this contact might have occurred.

21 Isn't that a real good standard? How about
22 people would cause us to lose our job because
23 something might have occurred. You shouldn't
24 you lose your job because something might have
25 occurred. If it did occur, you should lose your

1 job. In other words, is that fair and
2 reasonable treatment? I submit it is not. I
3 submit they should've made a determination.
4 They didn't do it. They should have looked at
5 Lydia's hands to see if she had the capability,
6 particularly after Dr. Welcker, in his letter,
7 saying she did not have the ability and
8 strength in her hands to do what she was
9 charged with doing.

10 They ignored it. They ignored it. I think
11 that if you will remember Andree Lloyd's
12 testimony, they ignored it because they had a
13 problem with this Regions Bank over here and
14 heads had to roll. Lydia became a victim of
15 that. Ms. Lloyd testified that they did not
16 believe it.

17 They thought Robyn Clevinger was deceitful.
18 They thought that she -- actually, I thought
19 they said that she was somewhat unstable and
20 that she made these charges falsely but they
21 went ahead and terminated. Of course, Ms.
22 Johnson and Ms. Austin denied it.

23 This case and -- we have had a lot of
24 Regions employees testify here. You know what?
25 All of them except the firers had been fired.

1 All of the rest of them that were there have
2 been terminated. Everybody over there were
3 fired. Lydia was fired without a good reason.
4 I think we had Donald Trump in charge over
5 there for a while it sounded like.

6 Now, Lydia was terminated because of
7 violence in the workplace. What they charged
8 her with was assault and battery. It is a
9 crime. She didn't do it. It is untrue. The
10 bank, rather than doing the right thing and
11 properly investigating it, used this as a
12 subterfuge for getting rid of her and her to
13 lose her job. Lydia did hug her. That was her
14 opportunity to falsely claim some zero-
15 tolerance workplace violence against her to get
16 her terminated. She carried out this plan.

17 We believe that she, Suzanne Freeman, was
18 unwillingly, unknowingly drawn into this. The
19 next day, she goes in and tells Ms. Freeman
20 about it. She tells her that she hurt me
21 yesterday. You heard Ms. Freeman testify that
22 she wouldn't have thought anything about it
23 because it was an ordinary hug even though she
24 testified about her shaking her. She said it
25 was an ordinary event. Lydia laughed. I do

1 not think it was anything out of the ordinary.
2 At that point, she came in and told me about
3 it. Suzanne Freeman corroborated her false
4 statement. She was able to do it.

5 The way you tell an untruth and get away
6 with it is for it to have a kernel of truth to
7 it. If you make up just a lie, if I tried to
8 tell you here that the walls are red, nobody is
9 going to believe that. If I tell you that
10 these walls were maybe a different color, you
11 would say yeah, that's about right. A good lie
12 has a kernel of truth to it. This had a kernel
13 of truth to it. That is how she was able to do
14 this thing.

15 Now I think we have proved our case. If we
16 were in a civil case, all we have to do is
17 prove it is more likely than not. What we are
18 saying is, in fact, the truth. They pled the
19 defense of truth. They say you don't have a
20 case because what Ms. Clevinger said is true.
21 That is what they have to prove.

22 Once we make out the case, they have to
23 prove she is telling the truth. I don't think
24 anybody could possibly listen to this testimony
25 and find that she is, in fact, a truthful

1 person. She, in her testimony -- you heard the
2 testimony. She told untruths about several
3 things. I asked her in her deposition if she
4 ever been in a physical altercation. She said
5 no. She said there might have been somewhere
6 where her husband did something but no physical
7 altercation. But the evidence shows that she
8 has been in huge number of physical
9 altercations in which she claimed injury.

10 Her mother even slapped her according to
11 her, according to her complaint to the police.
12 Her complaints to police about Howard Bayne
13 that he had somehow slapped her, her complaint
14 about Mr. Blackwell, same thing. The most
15 unbelievable thing to me was she did not know
16 that was a complaint. She thought that was
17 asking for help.

18 Is that trying to justify an untruth? I
19 think she should have come and said I didn't
20 tell you the truth about that. She continued
21 to be untruthful about it. Then we asked her
22 have you ever made a police complaint. That is
23 when she went into this thing about I was
24 asking for help. I did not understand that
25 asking for help was a complaint. I asked her

1 if she ever made a complaint about things like
2 this. She denied it. The reason she denied it
3 is she knew we would find out about Mr.
4 Blackwell and we would find out about these
5 other people who says she made these false
6 accusations. She lied to cover up.

7 If you find it, in fact, we made our case
8 for slander and we prove the elements as His
9 Honor will charge you about what we have to
10 prove, then you would go to the damages in this
11 case. The damages in this case are -- now,
12 the charge would suggest --

13 **MR. TILLER:** Your Honor, I would object.
14 This is an improper argument.

15 **MR. PARKER:** I haven't argued it yet,
16 Your Honor.

17 **MR. TILLER:** He is showing it to the
18 jury. This is an improper.

19 **THE COURT:** All right. I will sustain
20 that.

21 **MR. PARKER:** If you decide in the
22 plaintiff's favor, you can use this method to
23 arrive at a verdict. His Honor is going to
24 tell you what the elements are of damages on a
25 defamation case. The damages in a defamation

1 case are, number one, humiliation. She's been
2 humiliated by this. Ask yourself would it be
3 humiliating for you to be charged with a crime,
4 falsely charged with a crime, to be put on
5 leave, do not know what your status is, during
6 this period of time you are being paid but then
7 you are terminated because of the untruth told
8 about you. Then, to add insult to injury to
9 have the bank then try to deny you
10 unemployment.

11 Of course, the person that heard this found
12 that the claim was false and granted Ms. Cook
13 benefits even though the bank tried to keep her
14 from getting unemployment benefits. So this is
15 another part of the embarrassment and
16 humiliation that she went through with this.

17 Another serious thing she had to do was
18 every time people asked her why she was
19 terminated, she had to tell them. When she
20 applied for a job, she had to tell them the
21 truth. She could say it is false but you had
22 to tell the reason that she, in fact, was
23 terminated for workplace violence. Every time
24 she did that, that was embarrassing and
25 humiliating to her.

1 You can award damages for that element.
2 Whatever you decide about that, that is your
3 decision about how much you are going to award
4 for them. If you think for her to have to go
5 through all of that is worth a dollar, you can
6 award a dollar. If you think it is worth
7 \$500,000, you can award \$500,000. That is up
8 to you. You can award \$200,000. That is
9 strictly within your province of awarding
10 damages.

11 The next element of damages is mental
12 suffering. I can tell you I know and I know
13 y'all know from the testimony there was a lot
14 of mental suffering associated with this. The
15 mental suffering is knowing that you have been
16 falsely accused, knowing that you have been
17 unfairly, unjustly terminated from a job with
18 the accusation of a crime. That is a terrible
19 burden to carry with you to know that you have
20 been unfairly, unjustly treated by Ms.
21 Clevinger and by the bank.

22 His Honor will charge you that the bank is
23 liable for whatever Ms. Clevinger did in this
24 case. They are one and the same. If your
25 agent or your employee does something that they

1 are liable for within the course of employment
2 with the agency, the principal, which is the
3 bank, is liable also.

4 It is more than that in this case. The
5 bank participated in it. They participated in
6 it by not looking at all the evidence, by not
7 giving consideration to Dr. Welcker's letter,
8 by not looking at the knots on Lydia's hands to
9 find out if this is, in fact, even possible.
10 They did not do anything because they were
11 erring on the side of the bank. Is that fair?
12 I say you should err on the side of the truth,
13 not err on the side of what is in your best
14 interest. The bank did this because they
15 thought it was in their best interest.

16 Then, if you decide for mental suffering
17 that she is going to suffer this the rest of
18 her life which His Honor will charge you is
19 24.9 years, suffer from this, you can award
20 damages during that period of time. You can
21 award damages to serve what is going to go out
22 for life.

23 Also, in this case, the damage to her
24 reputation is one of the major damages. You
25 never get over -- it doesn't matter what you

1 think. I would bet any amount of money they
2 would say it was only published to the people
3 within the bank and to her husband. I will
4 promise you that around the community because
5 it is the way it is, bad word -- bad news
6 travels fast. Good news travels slow. Human
7 nature is such that we like to hear spicy
8 things about people. We can't help it. It is
9 the way we are. It will travel very fast. You
10 can't repair your reputation. Once it gets
11 damaged, it is damaged forever.

12 I like -- there is a story told by two
13 people in ancient Greece whereby a young man
14 slandered an older man about something and
15 accused him, falsely accused him of a crime.
16 The younger man realized he was wrong later.
17 He went to the older fella and he said I
18 realize I was wrong. Would you forgive me for
19 what I had done to you for me falsely accusing
20 you of this?

21 The older man looked, the old wise man said
22 I will forgive you if you do this and when you
23 do this. If you will go to the four corners of
24 Athens and you will bring a bag of feathers and
25 you throw it up to the wind in each of the four

1 corners and let the wind blow these feathers
2 over the city of Athens. And when it is
3 through, if you can pick up all the feathers, I
4 will forgive you because that is when the
5 damage will be undone.

6 You can't recall false accusations. They
7 are out there. That is why Ben Franklin said,
8 famous quote, said that fine China is often
9 broken. It is like a reputation. It is often
10 broken, seldom mended. You might mend it but
11 it still has the crack. It is very difficult
12 once your reputation when you have been
13 terminated for something like this, a crime, it
14 is very hard for you to regain. You never do
15 regain your reputation. There is always people
16 out there who say were you the lady that got
17 fired for hurting somebody at work or
18 assaulting someone at work. It is out there.
19 It will be out there. For that, she is
20 entitled to damages.

21 There are a number of other documents in
22 the records that show that this was
23 retaliation. I won't go over it and put it up
24 on the screen. But there is another document
25 about when she was terminated. Ms. Clevinger,

1 on leave, she was concerned about retaliatory
2 behavior toward the associates. I am sure that
3 y'all remember that. That document is in
4 evidence.

5 The other type of damages that are present
6 in this case is punitive damages. Punitive
7 damages -- punitive damages are damages to
8 punish outrageous conduct. The conduct in this
9 case is outrageous. It is to prevent the
10 defendant and others from committing similar
11 acts in the future. That is, if you want to
12 say that Regions Bank and Ms. Clevinger, Ms.
13 Clevinger, you can do this anymore. You cannot
14 make false statements and get people fired. To
15 the bank, you cannot improperly investigate
16 something or fire somebody because it might --
17 this might have occurred.

18 You have evidence that it did, in fact,
19 occur. Reasonable evidence rather than doing
20 what you think is in your best interest rather
21 than what the truth is. The act must be
22 reckless, willful, wanton and a conscious
23 failure to exercise due care. Clearly, in this
24 case, they were consciously indifferent about
25 Ms. Cook's rights. They were just looking --

1 Ms. Clevinger wanted to get rid of her and
2 retaliating against her. The bank was cleaning
3 out. It doesn't make any sense. They fired
4 everybody over there.

5 You have to consider the relationship
6 between punitive damage and the harm caused.
7 You look at what happened to it or you award
8 actual damages. The first part of the verdict
9 will be we find for the plaintiff so many
10 dollars of actual damage. It would be we find
11 for the plaintiff for so many dollars for
12 punitive damage. They are separate. The
13 actual damage should only be what are the
14 damage to the reputation, the mental suffering,
15 the embarrassment, the humiliation, all of
16 these things is what you award actual damages
17 for. This set of damages is to say to the bank
18 and to say to Ms. Clevinger don't do this
19 again, don't treat people this way. Any other
20 penalty that might've been posed is not
21 relevant here and the ability to pay. Of
22 course, that is why we put in the ability to
23 pay and the fact that, the net worth of Regions
24 is over \$15 billion.

25 In looking at this case, you try to, as I

1 said, if you will come back and say who is
2 telling the truth. If you asked that question
3 and you look at who is telling the truth in the
4 courtroom, I was amazed by one thing. All of
5 the inconsistencies, all of the untruths about
6 Ms. Clevinger, they did not have any untruths
7 about Ms. Cook. Zero. The scales are balanced
8 very heavily in this case against the
9 credibility of Ms. Clevinger. If she has no
10 credibility, which she does not, then you must
11 find that her statement were false and
12 defamatory.

13 I will have a few minutes to rebut anything
14 that opposing counsel said. I appreciate you
15 listening to me.

16 **THE COURT:** Thank you, Mr. Parker.

17 **MR. TILLER:** Can we have about two
18 minutes, Your Honor?

19 **THE COURT:** We are going to take about a
20 two-minute break to set up something on behalf
21 of the defendant.

22 (WHEREUPON, there is a pause.)

23 **MR. TILLER:** May it please the court,
24 Your Honor?

25 **THE COURT:** Certainly.

1 **MR. TILLER:** Ms. Cook, Mr. Parker.

2 Ladies and gentlemen of the jury, what you
3 bring to this courtroom is your good common
4 sense and every day life experiences. What
5 both parties ask you to do, I say both parties,
6 I'm talking about Ms. Cook, Ms. Clevinger and
7 Regions Bank. We ask you to apply those
8 everyday life experiences and good common sense
9 to what you heard in this courtroom. Consider
10 who has what reason to say what they did in
11 their testimony as well as in the documents
12 that you have seen.

13 This is a slander case. Mr. Parker is
14 accurate about that. It is not a simple case.
15 The simple case or the ordinary case of
16 defamation, whether it be liable which is
17 printed words or slander which is a statement
18 that is verbal. It's when somebody says
19 something about somebody that goes into a
20 newspaper or somebody says something in some
21 public forum says something really bad about
22 somebody that's not true. That is not this
23 case. This case is whether there was a
24 slandorous comment made in the context of the
25 Regions Bank policies and procedures. It is

1 not all about whether it was true or not. We
2 are going to talk about that.

3 It is, in fact, true that there was an
4 event that occurred. Everybody that testified
5 that was there agreed about that. The issue is
6 how the event was perceived and what Regions
7 Bank is required to do as a result of the
8 report of the perception. We will talk about
9 that a little further. I want to make sure you
10 understand Mr. Parker will have you believe
11 that we are trying an issue of whether a
12 statement was true or not. That is not what
13 this case is about.

14 **MR. PARKER:** Your Honor, I object to
15 that. That is absolutely the issue in this
16 case, whether or not the statement was true.
17 He said that is not the issue. That is
18 improper.

19 **THE COURT:** The defense is truth as a
20 defense.

21 **MR. TILLER:** We have, Your Honor. What I
22 am explaining to the jury in the context of the
23 truth as it relates to the perception of --

24 **THE COURT:** You can go ahead and proceed.
25 I will explain to the jury.

1 **MR. TILLER:** I guess what we are arguing
2 over here, Ladies and Gentlemen, is how can Ms.
3 Cook claim it to be false when the issue is
4 whether it was viewed or perceived by the folks
5 as being threatening.

6 You heard a lot more about the termination
7 then you heard about the statement. What you
8 are hearing is as a result of all of this, Ms.
9 Cook lost her job. Well, the issue really gets
10 back to what was the investigation about and
11 what did it show in terms of what happened on
12 May 9th at the bank.

13 Here, Ms. Cook admits that the contact took
14 place but she said it wasn't aggressive. You
15 have got a sworn statement from Ms. Freeman
16 that was shortly after the event where she said
17 it was aggressive. We will talk about that.
18 You got Ms. Clevinger's statement the following
19 day directly to the Human Resources Department
20 and said there is something else that I've got
21 to tell you about.

22 Remember that exhibit where Ms. Simpkins
23 had put into writing what had happened? There
24 was all the discussion about things that
25 happened at the bank and Ms. Clevinger said at

1 the end of the conversation, by the way, I
2 think I need to report this other incident.
3 She knew what the policy at the bank was. Mr.
4 Parker will have you believe that everything
5 was made up. How can Ms. Clevinger make up
6 what or how she viewed this incident? How
7 could Ms. Freeman make up how she viewed this
8 incident?

9 The only other evidence that goes to the
10 truthfulness of this event and the statement is
11 from Ms. Lloyd who you heard from on Tuesday
12 afternoon. I think you all sat there and you
13 probably looked, listen, and then you heard.
14 She has got an extreme bitterness towards the
15 bank. She is very biased.

16 The judge is going to instruct you on
17 credibility and bias and prejudice and does one
18 witness have a reason to say what they did.
19 You heard. She does not like the bank one bit.
20 Then she says, oh, by the way, I told Ms.
21 Johnson and Ms. Austin when we gave Ms.
22 Clevinger of the job 10 months before this that
23 I didn't trust her. You heard from Ms. Johnson
24 that Ms. Lloyd asked her to interview her and
25 hire her for the position.

1 In addition, she says oh, by the way, when
2 this was reported and I was involved at the
3 beginning of the investigation, I told
4 everybody I didn't believe what Robyn said.
5 Did she say she did not believe what Suzanne
6 Freeman was saying? No. Then think about it a
7 little further, the documents you have in
8 evidence that relate to Ms. Lloyd, on the very
9 day that she allegedly tells Ms. Johnson that
10 she doesn't believe Ms. Clevinger, she signs
11 off on what is Plaintiff's Exhibit 4 on May
12 31st, the progressive discipline against Ms.
13 Cook. She didn't believe she was getting a
14 fair deal, why would she have sign that
15 document? Why would she say I am not putting
16 up with this? I'm going to put my foot down.
17 I'm going to talk to Ms. Johnson and say I
18 don't agree.

19 Then, it goes one step further. It is
20 Plaintiff's Exhibit 22 that is dated June 30th.
21 Ms. Lloyd, the one who comes in and says she
22 didn't believe any of it, signs off an
23 acknowledgment that Ms. Cook is being
24 terminated under the Regions Bank workplace
25 violence policy. So, if she didn't believe

1 that, do you think she would have said I'm
2 going to go along with it? That doesn't make
3 any sense.

4 So in terms of her testimony, I think you
5 can stop right there. There is absolutely no
6 document in evidence that registers or reflects
7 or confirms that she ever, and I repeat, ever
8 had any reservation whatsoever about Ms.
9 Clevinger until she gets involved in this suit.

10 Mr. Parker tells you we all watch TV. We
11 all saw lawyer shows and all of that. I
12 disagree with you. It is not the same. We
13 have rules. We have evidence. You are only
14 allowed to consider what you have heard and
15 what you see in these documents. The plaintiff
16 has the burden of proving her case to you and
17 has the burden of proving all of those
18 elements.

19 In the slander case, you have to prove what
20 is false. You have to prove it was published.
21 To the extent it proves both of those things,
22 she then has to say to an extent it was a
23 publication, it was improper. I don't believe
24 that she can meet those elements. Mr. Parker
25 has entered into evidence, I lost track of the

1 number, we were in the 50s, a whole lot of
2 documents. To his credit, he has done a
3 masterful job to convince you that all of these
4 documents and all of this evidence relates to
5 May 9th, 2011. They are simply not.

6 He talked about a minute ago Ms. Cook
7 offering to take a polygraph. Take a look at
8 Exhibit 1, a several page document written by
9 Mr. Coleman. The title of the document relates
10 to May 27th, 2011 vault outage. Is there a
11 later reference that there is another issue
12 going on? Yes. But that entire document
13 relates to, almost in its entirety, issues that
14 are not before you. They want you to say that
15 she offered to take a polygraph about this
16 incident. Read the document. That is not what
17 it says.

18 Now, let's look and evaluate the testimony
19 just a little bit. It is clear that Ms. Cook
20 was not happy that she got the job. She
21 expressed that to Ms. Clevinger. Ms. Clevinger
22 worked with her.

23 Then we go about six months later in
24 February 2011 and there is a big mistake made
25 by Ms. Cook. Unfortunately, she failed to

1 place a proper hold on a new account and
2 somebody came in and opened an account with a
3 counterfeit check and came back the next day
4 and got the money and they should not have been
5 allowed to do that.

6 Ms. Johnson, as the HR director for South
7 Carolina and Georgia, comes to the bank and
8 there is going to be a problem. That is an
9 offense you lose your job over. What happens?
10 Ms. Clevinger convinced Ms. Johnson to allow
11 Ms. Cook to keep her job. She said she is from
12 Hampton, she is from this area, I need her.
13 Does that sound like somebody who is going to
14 retaliate against somebody?

15 Things rocked on a little bit further. We
16 have the issue that is in the document I just
17 talked about which is Plaintiff's Exhibit 4,
18 the multiple disciplinary issues citing three
19 other things that occurred with Ms. Cook that
20 are not appropriate from the standpoint of
21 handling her position. Ms. Clevinger is not on
22 any of those documents. She did not write her
23 up for those things. What I am telling you is
24 there is no involvement from Ms. Clevinger's
25 standpoint.

1 When you look at May 9th in and of itself,
2 who is helping Ms. Cook with her problems? She
3 has lost this money. She can't find it. Ms.
4 Clevinger comes to her aid. That's when we get
5 back to this whole scenario again about, what
6 happens? Everybody admits there was a hug and
7 a shaking. Mr. Parker will tell you that Ms.
8 Cook has been completely truthful thereafter.

9 We are not here to say she is not a
10 truthful person. You also consider at least to
11 some degree that her description of how it
12 occurred is entirely different than what Ms.
13 Freeman showed you yesterday. Ms. Freeman's
14 rendition of how it occurred is exactly the
15 same way as Ms. Clevinger's. I am talking
16 about basically the position.

17 If you recall, Ms. Cook says she came up
18 and it was frontal, face to face and put her
19 arms around her and hugged her. Neither one of
20 the others said anything about that. Keep in
21 mind, Ms. Freeman writes this statement when
22 you have got it in evidence. It is Defendant's
23 Exhibit 3 where they all confirmed the same
24 thing about thank you, thank you, thank you.
25 She says shaking, it seemed very aggressive.

1 She goes on to say it didn't seem like a
2 friendly shake. She made that statement,
3 written that statement on June 1st, 2011 at the
4 request of Ms. Lloyd, the same lady who came in
5 and told you she did not believe Ms. Clevinger,
6 even though Ms. Lloyd ask for this statement.
7 It does not make any sense.

8 Ms. Freeman testified in front of you
9 yesterday that one of the first things out of
10 her mouth even brought up by me is that she did
11 not like confrontation. She did not want to be
12 here. She did not want to be on anybody's
13 side. In fact, in June 2011, she wrote down
14 exactly what she remembered seeing. She wrote
15 down exactly what Ms. Clevinger said from the
16 standpoint that it was more than a hug. It was
17 aggressive. It was not a routine incident.

18 Now one other thing Ms. Freeman offered up
19 to you that I think is a very telling, would
20 talk about whether it was truthful, whether she
21 was injured or not, Ms. Freeman told you that
22 she actually felt the injury on her neck, felt
23 the knot on her neck. She said I don't
24 remember her having problems with her neck
25 before that.

1 The testimony of Ms. Clevinger is yeah, I
2 went to the chiropractor before. But when Mr.
3 Parker was examining her, she had not been to
4 the doctor in over a year. It is not like it
5 is something that existed. You got to blame
6 this on Ms. Cook.

7 Go through the chronology, Ladies and
8 Gentlemen, of this from Regions' standpoint.
9 There is an event on May 9th. On May 10th,
10 Robyn calls Barbara Simpkins. She says to her
11 all the stuff about some stuff going on in the
12 branch. Oh, by the way, I think I need to tell
13 you about this other incident.

14 For multiple reasons explained by Ms.
15 Johnson, that did not come to her attention
16 until she gets a call from Patty Austin on May
17 26th. That is when Ms. Clevinger is in
18 Charleston at the managers' meeting. That is
19 when Ms. Lloyd notices there appears to be
20 something physically wrong with Ms. Clevinger.
21 She asked her about it.

22 Ms. Clevinger said can we meet in private.
23 In other words, I don't want to air this out in
24 front of other people. Let's talk about it
25 professionally. And they do. Ms. Lloyd

1 reports it to Ms. Austin. Ms. Austin says why
2 isn't Human Resources involved. She picked up
3 the phone immediately, that day. Holly Johnson
4 is on it that Friday, the 27th of May. Then
5 Holly Johnson and Ms. Lloyd are here on the
6 31st to interview all of the employees. I
7 would tell you that, to me, is a pretty quick
8 response to an event that whether intentionally
9 or unintentionally -- we will talk about that
10 in a minute -- that the bank was taking very
11 seriously because of the policies they had in
12 place.

13 Keep in mind, Ladies and Gentlemen, it is a
14 different world out there. We live in worlds
15 where there are companies that have policies
16 for everything under the sun. That goes from
17 small companies to big companies. Policies are
18 in place because they have to be enforced. We
19 are a society that lives by rules. I believe
20 that when you analyze the evidence in this
21 case, you will see when Ms. Johnson was faced
22 with what she was faced with, a report by Ms.
23 Clevinger that's corroborated almost exactly by
24 Ms. Freeman. In fact, Ms. Freeman says I
25 noticed she was injured.

1 She sees on the video where Ms. Freeman
2 turns around to say something to somebody and
3 she's provided pictures of the bruises and she
4 puts them in her file. She has got four or
5 five things on that side of the ledger. The
6 only thing she has on other side of the ledger
7 is I did hug her but it wasn't any sort of
8 violence or aggressive behavior.

9 So you stack them up, there is a lot on one
10 side and very little on the other. You have to
11 evaluate that from the standpoint of where that
12 leaves Ms. Johnson from the standpoint of doing
13 her job as the Human Resources director.
14 Again, I will pull it up in a minute. Keep in
15 mind that statement where it talks about enough
16 evidence whether intentional or unintentional.

17 Let's look real quickly at what Ms. Johnson
18 said to Ms. Cook on June 29. Mr. Parker would
19 say is kind of odd to me that you have to have
20 a script to meet with the employees to address
21 this issue. Well, in a big company like this,
22 you do. You go to the legal department and ask
23 how we going to handle this, how is it going to
24 be treated. What do I do? She was advised
25 with exactly what the appropriate response will

1 be.

2 She says here at the end after talking
3 about having the statement from Robyn that
4 corroborates the other statement from Ms.
5 Clevinger that she can't find support for Ms.
6 Cook's statement. She's got photographic
7 evidence. She talked about the signed
8 associates -- excuse me, the signed statement.
9 Then she says unfortunately we do have a zero
10 tolerance policy. There is enough evidence.
11 There's a stack over here on this side and a
12 small stack over here that says the contact
13 might have occurred. She doesn't say it did
14 occur.

15 Mr. Parker said is that fair that it might
16 have occurred? It is not about whether it is
17 fair or not. It's about enforcement of a
18 policy. She goes on to say whether intentional
19 or unintentional, she says Ms. Cook, I am not
20 saying you intended to do anything I am not
21 saying it is unintentional. I don't know. By
22 the way, I have got no choice but to enforce
23 the policy.

24 Mr. Parker says she erred on the side of
25 the bank. She took the bank over everybody

1 else. Well, look at the document, she says I
2 have to err on the side of caution. She's
3 basically saying I have to enforce the rules
4 and policies of the bank.

5 What happens after that meeting? You've
6 got the document. We won't go back to it now.
7 It is documented through the testimony of Ms.
8 Johnson at the meeting that Ms. Cook was very
9 pleasant. Is that a great way to go about it?
10 Sure. I congratulate her about it. What it
11 doesn't indicate is somebody saying I am being
12 falsely accused.

13 On top of that, we have the exhibit where I
14 was just talking about where she calls her back
15 the same day and thanks her once again for
16 being professional on how she handled it. You
17 are an extraordinary woman. Austin is an
18 extraordinary woman. I wish you good luck.
19 Does that sound like somebody that says hold on
20 a minute, I'm being falsely accused? Again,
21 use your own common sense if you think that
22 fits together.

23 I won't belabor the point too much. Look
24 carefully, if you will, at Exhibit 1 when you
25 are in the jury room. I think it is about on

1 the seventh page or so of the policy that's
2 been talked about. You will see in there after
3 describing what workplace violence is that it
4 says it is the responsibility of all the
5 associates to report behavior that is perceived
6 as threatened, that you feel is threatened.
7 That is exactly what happened here, Ladies and
8 Gentlemen. It goes on to say reports will be
9 treated confidential and would not be shared
10 with others, etc. That was the policy in
11 place.

12 We talked enough about the depositions. We
13 talked enough about testimony. We talked
14 enough about that. Let's go back to the legal
15 part of this thing. We contend that the
16 element of publication is solely, is sorely
17 lacking in this case.

18 **MR. PARKER:** Your Honor, we would object
19 to this on your ruling about publications.

20 **THE COURT:** I overrule. Go ahead.

21 **MR. TILLER:** The plaintiff has to prove
22 that there was a false statement published.
23 The only evidence you have in this record is
24 Ms. Clevinger, Ms. Simpkins and Ms. Clevinger
25 talked to Ms. Lloyd. Ms. Simpkins is in Human

1 Resources. That is who this document says you
2 report to. Ms. Lloyd is her supervisor. She
3 did not go to anyone else in the bank and tell
4 you anything else about this. There were
5 numerous people asked in the course of this
6 trial did you know anything about it, did she
7 tell anyone else. The answer is no.

8 Mr. Parker will tell you well, people know
9 about it. That is not evidence. You have got
10 to consider what you heard in this courtroom.
11 We submit that there has been no publication
12 outside of this internal channels, the chain of
13 commands, to use Mr. Griffith's terminology.
14 It is not improper. Again, the policy requires
15 it to be that way and it was handled pursuant
16 to the policy.

17 Now, there is also an issue that the judge
18 will tell you about this is even if you find it
19 is false, even if you find it is published, was
20 it privilege? Was it appropriate? In order
21 for the plaintiff to prevail on that issue,
22 they have got to say it is improper to tell who
23 you told. How can it be improper to tell the
24 people that the company requires you to tell as
25 well as your supervisor? We believe the

1 plaintiff has failed in that regard to prove
2 that element.

3 Mr. Parker has talked to you about the
4 damages in the case. I don't frankly think
5 that you are going to get to that point. I
6 think you are going to find that the plaintiff
7 has failed to prove by a preponderance of the
8 evidence, which is the burden of proof, she has
9 got to prove that more likely than not she has
10 been defamed. I don't think they have proven
11 that. He has talked about damages so I need to
12 talk a little bit about it as well.

13 They bought a witness before you, Dr.
14 Welcker, who said I told Ms. Cook shortly after
15 this very incident that I don't think you need
16 to be working at the bank. They put up an
17 exhibit that said I want to work two more years
18 or whatever. The difference in my pay is X
19 against Y. Even if you give it the benefit of
20 the doubt that she can work there, the
21 calculation is a lot less than that. She
22 wasn't going to be at that bank much longer.
23 She got another job. She can do that job with
24 whatever limitation she had. We will contend
25 that those damages are not appropriate.

1 Now, more importantly, I told you about
2 generally how defamation works from the
3 standpoint of being in the newspaper or public
4 forum where it is written. Mr. Parker says it
5 is out, it is in the community. Did you hear
6 from one witness in this courtroom from this
7 community who said I heard about that statement
8 and it was damaging to her reputation? Nobody
9 knows about it. The only reason people know
10 about it is she has put it out here in the
11 public form of a lawsuit. You heard the
12 testimony about people being told was in a
13 confidential matter through proper channels.
14 We contend that she has failed in her proof of
15 damage to her reputation.

16 We would ask that you consider this from
17 the view of Regions Bank from the standpoint of
18 what occurred when the report was made. It was
19 taken seriously. After full investigation,
20 when everything was weighed on both sides with
21 much more being on one side than the other and
22 in compliance with the policy in addition to
23 thereafter Ms. Cook's acknowledging, accepting
24 and understanding the decisions that there has
25 been no defamation and it was not published to

1 anyone outside of the proper channels and that
2 you return a verdict in the favor of the
3 defendants. I know it has been a long week. I
4 want to thank you for your service and we
5 appreciate your time.

6 **THE COURT:** Thank you, Mr. Tiller. Mr.
7 Griffith?

8 **MR. GRIFFITH:** I normally don't talk to
9 the jury. I don't know if they can see the
10 screen if I stand right here. I see some heads
11 turning. I'm going to talk freestanding.

12 Madam Forelady, Ladies and Gentlemen of the
13 jury, I also want to thank you for your time
14 and attention here today. Mr. Parker thanks
15 you. Mr. Tiller thanks you. I'm not trying to
16 re-plow any ground but I thank you also. Being
17 down from Beaufort where Robyn lives, we got a
18 lot of military down there. I think jury
19 service is probably the highest service you can
20 serve outside of being in the military and
21 serving our country. This is because it allows
22 you to settle disputes, to settle disputes
23 among people so that we don't go back and end
24 up with fights and cutting people hands off.
25 What you do is you settle the dispute of the

1 litigants here in this case.

2 Now, in this case, the plaintiff has to
3 come to you and he has alleged or she has
4 alleged certain elements that she has to prove.
5 She says she has a cause of action for slander.
6 Mr. Parker put up here the four elements. I'll
7 just run through them very briefly again that
8 it is a falsehood or the defamatory statement
9 concerning another and it is an unprivileged
10 publication.

11 Mr. Tiller talked about publication. I may
12 speak about publication in a minute but it is
13 also false on the part of the publisher and
14 that either action ability of this statement
15 irrespective of the special harm or the
16 existence of special harm by publication. The
17 judge is going to charge you the elements of
18 slander. Those are the elements that we all
19 agree on.

20 The plaintiff also comes to you with the
21 burden. That is the burden of proof. A lot of
22 times, the judge may explain it as scales in
23 which you weigh your evidence, the scales start
24 off even but if you tip them one way or the
25 other that tips in your favor, that is by a

1 preponderance of the evidence. A lot of times
2 I use it as an analogy like a football field.
3 What you have to do, the plaintiff has to bring
4 enough evidence that he starts at the goal line
5 to at least get to the 50-yard line. You can
6 just walk in and not say anything. He has got
7 to bring you the evidence. That burden is a
8 substantial burden. He is seeking money in this
9 case -- or she is seeking money in this case.
10 The plaintiff has the burden to prove all of
11 the elements of their cause of action.

12 Now, this all revolves around one incident.
13 The incident that happened on May 9th, 2011.
14 There was an overage at the bank. Robyn
15 Clevinger, the manager of the bank, goes in and
16 assist Ms. Cook, the plaintiff, and finds the
17 error. Then we've got Ms. Cook say and I
18 hugged her. I gave her a peck on the cheek.
19 Then we walked away. Robyn even said don't
20 worry about it. She is happy I found the
21 error.

22 Ms. Clevinger says it was a shaking
23 incident. They say you will hear the charge of
24 assault. There has never been an accusation of
25 assault. She said there was a shaking

1 incident.

2 What we also then have is we have Suzanne
3 Freeman. Suzanne Freeman is the teller that
4 was sitting right beside her. I had Ms.
5 Freeman come down here. She says she was
6 sitting right here. She said she turned and
7 she saw -- and she saw the shaking. She said,
8 Lydia, what are you doing. It wasn't a
9 friendly shake. It wasn't a pat on the back.
10 She described it as aggressive. The next day,
11 she said Robyn was stiff. She even felt the
12 knots in her neck. She didn't see them. I
13 asked, no. But she felt them.

14 Then, what we have is a we've got -- let's
15 go back a little bit and think about what the
16 plaintiff claims in this case. The plaintiff
17 says that she is there an August 2010. There
18 is a manager -- manager's position open. She
19 wanted to be the manager. She applied for the
20 job. She felt like she was the most qualified
21 although she did not qualify for the job. I
22 believe that she was upset and disappointed
23 about that. She did not get the job and she
24 did not know that she did not qualify for the
25 job. And Robyn gets the job.

1 As we move forward a little bit into this
2 timeline, February 2011, there is an issue with
3 a new account and a hold on funds. Ms. Cook
4 had an error. Ms. Johnson came down at that
5 time because that is what they call an RDI.
6 Basically, that means we are going to terminate
7 you for a policy violation. Ms. Cook was about
8 to be terminated. She even acknowledged. She
9 says I know you are coming here to fire me.
10 Please don't do that.

11 Ms. Johnson went and met with Ms.
12 Clevinger. Ms. Clevinger went to bat for her.
13 She said don't let her go, she is an asset.
14 She knows the community. If she wanted her
15 fired, there was a grand opportunity. As a
16 matter of fact, April 2011, there was a review
17 that Ms. Clevinger had to give Ms. Cook. By
18 all accounts, that review was good.

19 Then we get back to April 6, 2011. Ms.
20 Clevinger had to make a decision on leave.
21 You've heard both Ms. Cook and Ms. Clevinger
22 say we were short staffed, shorthanded. We
23 were doing what we could. I had to cut the
24 leave. We had to have the people there because
25 I went to a managers' meeting.

1 The very next day, Ms. Cook files a
2 complaint. Ms. Cook files a complaint at that
3 time. Then we go forward May 2nd, there is an
4 issue with keys being left in the draw. Ms.
5 Cook acknowledges it. Just going through that
6 timeline. Then May 9th, we've got the shaking
7 incident.

8 Well, what happened next? We talked about
9 the disciplinary action. We know there were
10 three events that were written up on the
11 disciplinary action. Three events. The
12 plaintiff says Ms. Clevinger wanted Ms. Cook
13 fired. If Ms. Clevinger wanted Ms. Cook fired,
14 she had every opportunity to do it. They are
15 the three events. It is coming up. There is
16 an outage. Left the keys in the drawer.
17 Walked out of the vault with somebody's
18 personal confidential information there, with
19 the box open.

20 At that point in time, the plaintiff says
21 now their theory is this incident just didn't
22 happen. Well, this didn't happen and there was
23 a motive to fire Ms. Cook. That is because she
24 turned her in. That is because she had made a
25 complaint about her.

1 If she wanted her fired, let's think about
2 it, Ms. Clevinger could have gotten her fired
3 two ways. One, she could have fired her for
4 the shortage or let Ms. Johnson do that and the
5 policy violations were building up. Or she
6 could have concocted a scheme that in February,
7 I'm going to stop her from being fired, I'm
8 going to give her a good review.

9 I'm going to help her out with the shortage
10 then I'm going to get her to give me a hug.
11 When I get her to give me a hug, I'm going to
12 get a eyewitness to corroborate the event.
13 Then I got to make sure the eyewitness sticks
14 with that statement about 20 days later. By
15 the way, I also have to make sure it is not on
16 the surveillance tape.

17 Ladies and Gentlemen, if she wanted her
18 gone, that was going to happen. There were
19 shortages. There were the outage violations.
20 One thing that everybody generally knows, when
21 there is change, people don't really like
22 change. People don't like change. You don't
23 like change. You don't like the change, change
24 comes along when a new manager comes in.

25 I have a son who is in college. He was

1 just home for Christmas. He was home for a
2 month. When he came in the first night, he
3 popped in and said that, I am out of here.
4 Okay. I'm going to meet my buddies. He goes
5 and he comes back about 2 o'clock. That was
6 one night. The next night, same things happen.
7 I'm gone. He comes back about 1:30 or 2:00
8 again. I just said, wait a minute, this is my
9 house. This is the way we are going to do it.
10 These are our policies, these are our rules.
11 We are going to enforce them.

12 Now, you tell that to a 20-year-old, that
13 is change for a boy who has had the opportunity
14 to go to college and spend three semesters
15 doing what he wants to. It did not sit well.
16 It didn't sit well. But those are the rules and
17 we're going to enforce those rules.

18 That is what Ms. Clevinger came to do. She
19 came in and started enforcing rules and it just
20 didn't sit well with anybody. Now, when I look
21 at that, the scheme or plan, I think about what
22 the plaintiff said in his opening. Mr. Parker
23 said it is a soap opera, talking about
24 everybody likes a soap opera. Word spreads
25 like wildfire. I thought it was pretty

1 interesting that you got to have something
2 sexy.

3 What I think Mr. Parker bought in here is a
4 red herring for you. Let's don't talk about
5 the event. Let's don't bring Susan Freeman --
6 Suzanne Freeman in here. Let's talk about all
7 of these other things. It avoids the issue of
8 what happened on May 9th, 2011. It just avoids
9 it.

10 A red herring, Mr. Parker use the words
11 about what happened. But a red herring used to
12 be you get you a herring when they run foxes.
13 What they do is they run through the peasants
14 laying on their horses and they were chasing
15 the foxes. Peasants would actually get out
16 there and take a herring and drag it across
17 where the fox had been sort of to make them go
18 off, make the dogs go off in a different
19 direction because they lose the scent.

20 What they are trying to do here is throw
21 the red herring and sort of shift where we're
22 going with this. Let's see what we can shift
23 it to. Let's make Robyn Clevinger a liar.
24 Let's attack Robyn Clevinger. If you want to
25 attack somebody, you want to get somebody to

1 say something bad about somebody, go talk to
2 their ex-husband. That is what John Blackwell
3 did. He turned to a complaint to the police.
4 She said I didn't make a complaint to the
5 police. She made a call for help.

6 She also went there and you had somebody
7 talk bad about you, it could be a spouse. Mr.
8 Blackwell said the event was fabricated. Went
9 all the way out to Texas to get him to say the
10 event was fabricated. Mr. Parker has put into
11 evidence the incident report. A minute ago in
12 his opening, he showed you page 1. Then he
13 wanted to show you some pictures.

14 What he also didn't show you in the
15 incident report on the second page of the
16 incident report, he says the officer called. I
17 believe it was Officer Falco, Detective Falco
18 reported in his report he able to contact Mr.
19 Blackwell via telephone. Mr. Blackwell was
20 very uncooperative and refused to meet with us.
21 There is an innocent man for you. Two stories.
22 Now it is a lie. So we got to go to Texas to
23 find out that it ex-husband says something bad
24 about his ex-wife.

25 Then we have got the issue with Andree

1 Lloyd. She comes in here and she comes in here
2 and start talking about Robyn. She hated
3 Robyn. It is pretty obvious. She was a
4 terrible banker. Didn't trust Robyn. Don't
5 believe Robyn. One thing I've looked at when I
6 looked at all the documents that came through
7 here, Mr. Tiller said the exhibits number 50
8 and some of them were three or four pages.
9 Sometimes, the best evidence is the evidence
10 not presented.

11 In this case, the bank documents almost
12 everything. Let's look at what Andree Lloyd
13 documented. She told you that she never, that
14 she told her boss Patty Austin that she did not
15 trust Robyn. Patty Austin came in here and
16 said she never told me that. She never told
17 Holly Johnson that she didn't believe or trust
18 Ms. Clevinger. She never documented that
19 Suzanne said Robyn -- excuse me. She did
20 document, if you recall. We had the document
21 there with Ms. Johnson. She documented what
22 Suzanne said. That is the only document that
23 Ms. Lloyd had in here.

24 However, she did not document that Suzanne
25 was lying. That is what she said, I do not

1 believe Robyn so I couldn't believe Suzanne.
2 She did document that she didn't believe Robyn.
3 She signed the termination pages. She told you
4 I did not believe, didn't believe Ms. Clevinger
5 that I signed the termination paper for Ms.
6 Cook. She never put in there I don't believe
7 this happened. Yet, she comes in here and she
8 tells you that. Why did she document? That is
9 what we looked at at the bank.

10 Why does she feel this way? Remember, I
11 asked Ms. Johnson about the exit interview.
12 One of the things Mr. Parker told you just a
13 minute ago is that the only two people that are
14 still employed are Holly Johnson and Patty
15 Austin. Everybody else has been terminated.
16 In the interview, did you make a complaint
17 about Ms. Lloyd? Did Robyn make a complaint
18 about Ms. Lloyd? Her answer was yes. Was she
19 bitter at Regions Bank because she was
20 terminated, because she was fired? There might
21 be a reason there, Ladies and Gentlemen.

22 Holly Johnson, we talked about Exhibit
23 number 11. You seen that over and over. Might
24 there be some other reason? She documented in
25 there might have been trying to pay her back

1 for something is what the information comes to
2 her. Was there something for the vacation time
3 that was being rejected? Was that being paid
4 back? Why insist in finding those areas?

5 What we get down to is Suzanne Freeman. I
6 think it is very important to look at what
7 Suzanne had to say. She came in here and she
8 said Lydia grabbed Robyn from the side and
9 wrapped her arms around her and begin shaking
10 her. If you will recall, Mr. Parker came up
11 here and said, Ms. Cook, come show me how you
12 gave your hug. She said I walked up there gave
13 her a hug and peck her on the cheek.

14 I walked up here and I said Suzanne -- I'm
15 surprised Mr. Parker did not do it -- but I
16 said Suzanne, how did this hug take place? It
17 came from the side and then there was a
18 shaking. There is no doubt the incident took
19 place. The other thing that Suzanne said about
20 it is she said it did not seem like a friendly
21 shake. It did not seem like a pat on the back.
22 We have thrown away the red herring now and we
23 have got back to what took place, the incident
24 that took place.

25 Ladies and Gentlemen, I went through and I

1 said Suzanne, Lydia grabbed her from the side
2 and wrapped her arms around her and began
3 shaking her, straight from her statement. When
4 I looked over and saw her shaking Robyn's head,
5 Robyn's head was going in the opposite
6 direction of her body. I said to Lydia, what
7 are you doing. She just laughed and didn't say
8 anything. Robyn never said anything to Lydia.
9 She just stood there a moment and then walked
10 away.

11 Ladies and Gentlemen, Mr. Parker said
12 nobody bought any evidence to contradict Ms.
13 Cook. I want to take a look at something now.
14 What do these two women say? Was this
15 contradictory? Ms. Cook said we hugged face-
16 to-face. Ms. Freeman said side to side.
17 Consistent with what Ms. Clevinger said.

18 Ms. Cook said, Ms. Clevinger said -- Ms.
19 Cook testified that Ms. Clevinger said I am
20 happy I found the money. She is happy I found
21 the money. Ms. Clevinger said that to Suzanne
22 when she said what are you doing. What did Ms.
23 Freeman say? Clevinger said nothing and walked
24 away. What did Ms. Cook say? It was a hug and
25 a kiss. What did Ms. Freeman say? It was not

1 a pat on the back. Ms. Cook said it was just a
2 hug. Ms. Freeman said head went in a different
3 direction of the body.

4 Mr. Parker insinuated this is simply an
5 everyday event. Ms. Freeman said there was a
6 lot of hugging going on but when I asked Ms.
7 Freeman was it an aggressive event, an everyday
8 event, she said it was not an everyday event.

9 Ladies and Gentlemen, the incident took
10 place. You have got Ms. Cook saying one thing,
11 Ms. Clevinger says another. What Ms. Freeman
12 says, she has got no friends to reward and no
13 enemies to punish. She came in and she told
14 you what she saw. She gave a statement on May
15 -- on June 1st. She even talked to Ms. Johnson
16 who documented what she said. Every time, she
17 has been consistent with her story. Never has
18 she been shaken from that story.

19 Mr. Tiller talked about -- I heard Mr.
20 Parker talk about damages. I want to just
21 mention damages also. Every person that came
22 in here and talked about it was a family
23 member. There was no testimony from anyone
24 that anybody from the bank that Robyn published
25 this statement. The only thing they knew was

1 what Ms. Cook had told her. The only thing
2 they knew. They said they didn't believe her.
3 No one else came in from the community because
4 it is an injury to your reputation in the
5 community. No one in the community has come in
6 and said that I heard about this. I can assure
7 you, Mr. Parker, who has been around here all
8 of his life, would have bought somebody in.

9 As a matter of fact, I think she said she
10 was hired by Lee Ellis. Mr. Ellis would have
11 come in here. He didn't come in here. Went to
12 the prison. Nobody from the prison said they
13 knew about it. There is nobody from the
14 community that has heard about this that has
15 testified in this courtroom. We heard from her
16 husband and from her twin sister. Those are
17 the two people that talked about it.

18 Ladies and Gentlemen, the judge will give
19 you the charge on the damages. You have to
20 make the decision if you get there whether this
21 defamation has been published. I then looked
22 at the testimony of Holly Johnson. She is the
23 Regions' HR. What she testified to was this
24 had to be investigated.

25 And I am looking at the clock because

1 another thing, when you are in church, my
2 preacher used to say if you preach more than 15
3 minutes, people wouldn't listen. I think I
4 have already done my 15 minutes but I'm going
5 to try to squeeze in a little bit quicker and
6 get you back on track. Ms. Johnson had to go
7 in there and question the veracity of
8 everybody. That is her job. She said she had
9 a corroborating witness, Suzanne Freeman. All
10 parties admitted there was contact.

11 If you look in their Exhibit 2, she said
12 she had enough evidence to suggest that the
13 contact did occur. Nobody denied it. Lydia
14 admitted contact occurred. Ms. Cook said that
15 Clevinger retaliated. However, at the
16 employment hearing, Ms. Cook asked for one year
17 probation and not termination. Is that what
18 someone who didn't do something would ask for?
19 Wait a minute. Ladies and Gentlemen, maybe,
20 maybe it was more than a simple hug.

21 Now, retaliation, I asked Holly Johnson
22 about the retaliation issue. She said she did
23 not see anything that would show Ms. Clevinger
24 retaliated. She found the outage. She gave
25 her a good job interview. She stopped the

1 automatic termination of Ms. Cook.

2 Now, what does the evidence show? That
3 there was a touching and that Ms. Freeman
4 described it as aggressive. Maybe it was the
5 anger coming out by Ms. Cook because, you heard
6 Ms. Clevinger say she came to me the first day
7 she was back and said that was her job. She
8 did not like the teller position. Heard Ms.
9 Johnson say that and she was on the teller
10 line.

11 She had her leave rejected. She had her
12 leave rejected and then started, all of a
13 sudden, to complain about all of these other
14 things. And then she has a history of HR
15 reports with other managers. Workplace
16 violence, maybe. Nobody ever said it was an
17 assault. Maybe it was just her assault coming
18 out. Maybe she hugged her with the intent to
19 hug her and then as she just got going, it sort
20 of came out.

21 Ladies and Gentlemen, Regions Bank has a
22 policy. You have got that as evidence in here.
23 Regions policy says that -- I thought it would
24 be a little bit bigger. Regions policy said
25 they had a zero-tolerance. Violence incidents

1 occur in, violence include but are not
2 necessarily limited physical harming somebody,
3 verbally assaulting, shouting, shoving,
4 pushing, harassment, intimidation, coercion.
5 That is the policy of Regions Bank. Regions
6 Bank also has the policy that notification
7 obligations and immediate contacts require that
8 reporting, required to report behavior that is
9 perceived threatening. Perceived threatening.
10 All reports are confidential.

11 I started thinking about the bigger picture
12 Mr. Tiller said. Not because he said it. Last
13 night, I started thinking about it, perceived
14 threatening. What does that really mean? It
15 is the person that perceives it is being
16 threatened. Mr. Tiller said a minute ago,
17 times have changed.

18 I thought back about a couple of months
19 ago, if anybody is a football fan, there was an
20 incident with the Miami Dolphins where there
21 was this huge, huge linebacker. As a result of
22 his job, he perceived that he had been
23 threatened. He walked away from his job and
24 possibly his career because he perceive
25 something to be threatening by another lineman

1 that was just the same size as him. He
2 perceived that threat. Ladies and Gentlemen, a
3 verdict in this case would say that that huge
4 lineman could not go say I got a problem or I
5 think I got a problem because that is what Ms.
6 Clevinger said.

7 I think I got something I need to talk with
8 you about. That is what Exhibit 11 said. She
9 talked about other things and then said I think
10 I got something else. That huge lineman, you
11 think about it, they would never perceived
12 threat. If I walked up to him in an alleyway
13 on the street, he would dwarf me. He perceived
14 a threatening event. If you perceive it, you
15 have an obligation to report it.

16 Ladies and Gentlemen, Holly Johnson made
17 her notations about this incident. She said
18 the witness, Suzanne Freeman, signed written
19 statements describing conduct consistent with
20 the manager's description. It didn't sound
21 like a friendly shake. It seemed very
22 aggressive.

23 Ms. Johnson also testified that in her exit
24 interview with Ms. Cook, she said you are
25 extraordinary women, complimented them on the

1 termination, thanked them for the way it was
2 handled. Maybe I could get one year probation
3 is what she said at the unemployment hearing.
4 Common sense. Common sense. Is that
5 consistent with the way a person that have been
6 defamed would react with her employer?

7 Ladies and Gentlemen, you are the judges of
8 the fact. How do you do that? The judge is
9 going to charge you. Basically, you take the
10 credibility, the believability of the witness,
11 the bias, the interest, the prejudice. As I
12 said just a minute ago just your good common
13 sense.

14 Ladies and Gentlemen, in this case, when
15 you get the evidence, you will have to make a
16 decision. All of you will have to come to a
17 unanimous verdict. You must all agree on your
18 verdict in this case. This is a case where
19 there are no friends to reward, no enemies to
20 punish.

21 You are here from Hampton County. We come
22 into Hampton County because this is where the
23 incident took place. Something might be said.
24 I hope I didn't do anything. I made some
25 objections in this case. A good lawyer told me

1 one time after sort of a deposition and looked
2 at the witness and said look, I am just trying
3 to protect my client's interest. You would
4 want the same thing too. That is what I am
5 trying to do. I am trying to protect my
6 client's interest.

7 Ladies and Gentlemen, in this case, with
8 your unanimous verdict, think back. There was
9 a lot of evidence. You are the judges of the
10 facts. In just a few minutes, you're going to
11 be the judge, you want to be a lawyer. You are
12 going to go into the jury room and you can say
13 wait a minute, what about this evidence, I want
14 to look at this evidence. I want to go right
15 back to the incident. Ladies and Gentlemen,
16 when you go back to the incident and you look
17 at the evidence that has been presented, you
18 will find the verdict for the defendant. Thank
19 you.

20 **THE COURT:** Thank you, Mr. Griffith.

21 **MR. PARKER:** Thank you, Your Honor.

22 Just like the lineman, you probably
23 remember that. It was in the paper. He was
24 young. The older guy was -- they had evidence
25 of it. It was an email that he had gotten

1 threatening behavior. It was not a perception.
2 It was threats being made. To weave that into
3 somehow having something to do with this is
4 downright incredible to me. You remember that.
5 There was no evidence about that as Mr.
6 Griffith stated.

7 I was waiting for either of them to tell us
8 why they did not call Mr. Valentine who
9 supposedly took these pictures as a witness.
10 Why would you not call your husband to defend
11 what you did. Ask yourself that question as
12 you are back there. Ask the question of why
13 the pictures were thrown away. Why we could
14 not look at the digital image to see when the
15 photographs were taken and why they did away
16 with them.

17 Ask yourself about why in the world you
18 would not -- they said they considered all the
19 evidence. There is not one mention of Doctor
20 Welcker's report. There is not one mention of
21 Lydia's hands. There was not one mention of
22 all kinds of things that they needed to
23 investigate to make a fair thing.

24 They needed to know whether or not she had
25 been going to the chiropractor. She testified

1 about it on the stand and had knots on her neck
2 and all of these things going back more than a
3 year from out of this. All the same thing.
4 They are, in fact, what she did. She is very
5 good at it. As you can tell from the testimony,
6 she is a very good person at not telling the
7 truth. She will helm and ha and dodge and jump
8 but she got enough of it and she says it in a
9 way that she is very good at it. But you know
10 what happens.

11 You leave a trail when you lie. It is
12 always a trail that would tell. I like to talk
13 about the trail because I think about this
14 story about a little boy whose mom and dad
15 asked him to get a cookie. He wasn't supposed
16 to get one. He said no, I didn't. But there
17 were cookies in his bed where he was sleeping
18 and a trail down to the cookie jar. They
19 didn't need to see him do it. That is
20 circumstantial evidence.

21 Circumstantial evidence in this case is
22 overwhelming. In fact, she falsely accused her
23 to get rid of her. I want you to look at
24 Exhibit 16. This is from Holly Johnson that
25 says there was no retaliation. Exhibit 16

1 shows and says that, concern over possible
2 retaliatory behavior with her associates. She
3 did not have that concern for no reason.

4 Then, we look at Exhibit 29. What she did
5 when she was terminated. She then make
6 complaints against her two bosses, Vicki Sweat
7 and Andree Lloyd. So, you contrast the
8 character of those two. This is what she did
9 when she was truthfully and rightly terminated
10 because she was untruthful, deceptive and had
11 no veracity as opposed to the behavior of Ms.
12 Cook as being nice and trying to be nice about
13 what happened.

14 The defendants talked about damages. I
15 want to mention one thing, the lost income in
16 this case is \$123,002.57 on Exhibit 45. That
17 is the income that Ms. Cook will lose by being
18 at the prison. You can award damages. The job
19 was not what she wanted to do. She had a
20 career for her life and she expected to have
21 it. You can put an amount on each of the
22 elements, humiliation, mental suffering, injury
23 to reputation, add those up, add those to the
24 lost income to come to your verdict and then
25 you should consider those elements to arrive at

1 punitive damages.

2 The interesting thing about this thing to
3 me is how you can make ridiculous statements
4 about somebody and not have the truth looked
5 at. Why would you not look into what the real
6 truth of it is? And all of the stuff, they
7 never considered Doctor Welcker's letter. She
8 never looked at her hands to see if it's
9 possible that this could happen. I submit to
10 you is it an impossibility what she said.

11 Unfortunately, she dragged Suzanne Freeman
12 into it. I'm sure that when the boss comes and
13 gets an employer, you are scared to lose your
14 job anyway. You have to go along with the boss.
15 We think the overwhelming evidence in this case
16 supports a verdict for actual and punitive
17 damages. Thank you.

18 **THE COURT:** Thank you, Mr. Parker. You
19 still have to have me tell you about the law
20 that applies to the case before you can begin
21 deliberations. We're going to take a short
22 lunch break. I'm going to let you go to lunch
23 on your own and come back at 20 after 2:00
24 using the clock on the back. That gives you a
25 little less than an hour. I will then tell you

1 witnesses opinion is not based on educational
2 experience or you decide that the reasons given
3 in support of the opinion are not found or that
4 the opinion is outweighed by other evidence,
5 you may disregard the opinion in its entirety.
6 An expert witness's testimony is to be given no
7 greater weight than that of other witnesses
8 simply because the witness is an expert. You
9 do not have to accept an expert's opinion even
10 though it may be uncontradicted.

11 I tell you that under South Carolina law,
12 the person commits the offense of assault and
13 battery in the third degree if the person
14 unlawfully injures another person or attempt to
15 injure another person with the present ability
16 to do so. I further tell you that the
17 plaintiff, Lydia Cook, was born March 25, 1955
18 [sic] and under South Carolina law, she is
19 presumed to have a life expectancy of 24.9
20 years.

21 This court has ruled as a matter of law
22 that the defendant, Mrs. Clevinger, is an agent
23 or an employee for the defendant Regions Bank.
24 She was acting within the course and scope of
25 her employment, the agency of the time of the

1 events alleged at the time of Ms. Cook's
2 complaint. As a result, Regions Bank would be
3 liable or responsible for the acts of Mrs.
4 Clevinger in the event you find that the
5 defendant, Clevinger, defamed the plaintiff,
6 Ms. Cook.

7 As you heard, the plaintiff claims that the
8 defendant communicated a defamatory statement
9 about the plaintiff to another person.

10 Slander, I tell you, is a spoken defamatory
11 statement. This action is based on the
12 foundation of a plaintiff's rights to enjoy a
13 good reputation without fault and defamatory
14 attacks. Defamatory language is a language
15 that intends to injure or adversely affect a
16 plaintiff's reputation.

17 In order to recover, a plaintiff must first
18 prove that the defamatory language was
19 communicated by the defendant about the
20 plaintiff. Defamatory statement is one which
21 tends to affect the honesty, integrity or
22 reputation of a person and exposes the person
23 to disgrace of hatred, avoidance or ridicule.
24 A defamatory statement does not have to be
25 direct. It may be merely a suggestion or hint

1 which is false and malicious as long as the
2 meaning is plain. In deciding whether the
3 statement was defamatory, you must give the
4 words used their ordinary and popular meaning.
5 The intent and meaning of the words themselves
6 must be determined from the words themselves in
7 the context in which they were used. All parts
8 of the statement must be considered together to
9 determine the statement is true meaning.
10 Individual words should not be singled out as
11 defamatory. In addition, the statement must be
12 considered in the light of the facts known to
13 the parties to whom the statement was made and
14 not in light of the fact to the parties
15 themselves.

16 The defendant must prove that the statement
17 was substantially true. A statement is not
18 defamatory if it is substantially true even if
19 the defendant made the statement for no good
20 purpose, was inspired by ill will towards the
21 plaintiff and made the statement solely for the
22 purpose of harming the plaintiff. If the
23 statement is true, the plaintiff cannot recover
24 for defamation.

25 The plaintiff must prove that the statement

1 hope to be sending the verdict form and
2 exhibits to you in just a few minutes.

3 (WHEREUPON, the jury exits at approximately
4 2:50 p.m.)

5 **THE COURT:** Anything from the plaintiff?

6 **MR. BARNES:** Your Honor, we would ask
7 the spoilation charge be submitted. We
8 understand the court's ruling. I just note
9 that for the record.

10 **THE COURT:** Mr. Tiller?

11 **MR. TILLER:** No objections as to the
12 charge, Your Honor. We reserve all objections
13 made earlier in regard to the prior charge
14 conference.

15 **THE COURT:** Certainly.

16 **MR. GRIFFITH:** No objections or
17 exceptions at this time. Well, I guess there
18 is none at another time. I just said no
19 objections or exceptions at this time. I guess
20 there would not be another time.

21 **THE COURT:** Has anybody looked at the
22 exhibits?

23 **MR. TILLER:** Judge, can we make as
24 Court's Exhibit's the charges that you decline?

25 **THE COURT:** Yes. Absolutely.

1 **(WHEREUPON,** Court's Exhibits 8 are marked for
2 identification purposes.)

3 **(WHEREUPON,** deliberation of the jury begins at
4 approximately 3:32 p.m.)

5 **THE COURT:** All right. For the record,
6 we have been discussing a note sent by the
7 jury. It has been marked as Court's Exhibit
8 Number 9. The note is indicating that the jury
9 wants to know what is the law on the amount for
10 someone for punitive damages. At sidebar, the
11 attorneys and I have discussed a response to
12 that. It is my understanding that the
13 attorneys agreed for me to send a response back
14 to the jury in the form of a note. I think we
15 probably need to mark it as Court's Exhibit 10
16 if we send it to the jury just in case there is
17 any question.

18 The punitive damages, the factors set forth
19 for punitive damages is set forth on this piece
20 of paper I am referring to real quickly. The
21 factors are to punish the outrageous conduct
22 and prevent the defendants and others from
23 committing similar acts in the future. The acts
24 must be reckless, willful and wanton and a
25 conscious indifference of the rights of others,

1 the relationship between punitive damages award
2 and the harm caused. The other penalty that may
3 be imposed for punitive damages award will
4 deprive the defendant from any products derived
5 from the conduct and the ability to pay. Below
6 that listing are the factors to be considered I
7 have, the amount of punitive damages is in the
8 discretion of the jury using the above factors.
9 It is my understanding everybody is in
10 agreement with that. Let me hear from the
11 plaintiff.

12 **MR. PARKER:** The plaintiff agrees.

13 **THE COURT:** From the defendants?

14 **MR. TILLER:** Regions Bank agrees.

15 **MR. GRIFFITH:** Defendant Clevinger
16 agrees.

17 **THE COURT:** I think we need to mark it
18 just in case.

19 **(WHEREUPON, Court's Exhibits 9 and 10 are marked**
20 **for identification purposes.)**

21 **THE COURT:** Mark it as Court's Exhibit 10
22 and I'm going to ask the bailiff to return it
23 to the jury. We will be at ease.

24 **(WHEREUPON, Court's Exhibits 9 and 10 are**
25 **delivered to the jury.)**

1 **(WHEREUPON,** the Court resumes at approximately
2 3:54 p.m.)

3 **THE COURT:** I think we are ready for the
4 jury.

5 **(WHEREUPON,** the jury enters at approximately
6 3:54 p.m.)

7 **THE COURT:** Welcome back, Ladies and
8 Gentlemen. I believe from what I hear that it
9 may be for the last time. Let me ask you as
10 foreperson of the jury, has the jury reached a
11 verdict in the case?

12 **THE JUROR:** Yes, sir.

13 **THE COURT:** Was it a unanimous verdict?

14 **THE JUROR:** Yes, sir.

15 **THE COURT:** Did you complete the verdict
16 form?

17 **THE JUROR:** Yes, sir.

18 **THE COURT:** And sign the verdict form?

19 **THE JUROR:** Yes, sir.

20 **THE COURT:** Would you please pass it
21 forward?

22 Madam Clerk, would you please publish the
23 verdict?

24 **THE CLERK:** Yes, sir. The State of South
25 Carolina, County of Hampton, Lydia Cook versus

1 Regions Bank and Robyn Clevinger, case number
2 2011-CP-25-343, we, the jury, unanimously find
3 for Lydia Cook in the amount of \$375,000 actual
4 damages and \$125,000 punitive damages.

5 Madam Forelady, Ladies and Gentlemen of the
6 jury, if this is the decision of each and every
7 one of you, please indicate by raising your
8 right hand.

9 (WHEREUPON, each juror responds.)

10 THE COURT: Let the record reflect that
11 all jurors raise the right hand.

12 Anything before the jury is discharged?

13 MR. PARKER: Yes, Your Honor. I would
14 like, on behalf of Ms. Cook, to thank the jury
15 for their service. We appreciate your service.
16 Thank you.

17 THE COURT: Anything else?

18 MR. TILLER: Nothing further from
19 Regions, Your Honor.

20 MR. GRIFFITH: Nothing at this time, Your
21 Honor.

22 THE COURT: Ladies and Gentlemen, I want
23 to thank you for your service. Previously, I
24 told you could not talk about the case or talk
25 to anybody about the case. You are now free to

1 talk about the case or not talk about the case.
2 I don't know of any reason anybody is going to
3 bother you about your verdict. You can talk or
4 not talk about the verdict. It is totally up
5 to you.

6 One other thing, there is nobody in a
7 position to criticize your verdict. Only the
8 12 of you sat there and saw the witnesses come
9 forward and be examined and cross-examined and
10 saw the evidence presented and listen to the
11 attorneys make their closing arguments to you
12 and then listen to me tell you what the law
13 was. Only the 12 of you did that and then
14 retired to the jury room and discussed it with
15 your fellow jurors.

16 Ladies and Gentlemen, I thank you for your
17 service. You are excused. I believe your
18 check is in the mail. Thank you for your
19 service.

20 (WHEREUPON, the jury exits at approximately
21 3:58 p.m.)

22 **THE COURT:** Now, since the jury has been
23 discharged, any motions?

24 **MR. PARKER:** None from the plaintiff,
25 Your Honor.

1 **MR. TILLER:** Your Honor, per our prior
2 discussion, we would ask for 10 days.

3 **THE COURT:** 10 days.

4 **MR. PARKER:** Your Honor, I withdraw that.
5 We'll ask for 10 days also. If they're going
6 to get it, we want to get it.

7 **MR. GRIFFITH:** I assume I get 10 days
8 too.

9 **THE COURT:** 10 days for all parties. I
10 will say this, I have enjoyed presiding over
11 the trial. I feel the attorneys all did an
12 excellent job in representing their respective
13 clients. The court is adjourned.

14 **MR. TILLER:** Thank you, Your Honor.

15 **MR. GRIFFITH:** Thank you, Judge.

16
17 (WHEREUPON, the proceedings conclude at
18 approximately 3:59 p.m.)
19

856

ROA_0646

Hampton, SC Vault Shortage-\$2,000.00-May 27th, 2011

Sr. Area Security Manager Dennis Coleman received notification by email on Friday evening, May 27th, 2011 @ 8:59 pm from Branch Manager Robyn Clevinger that the Hampton, SC vault was short \$2,000.00. The vault had been under sole control of Lydia Cook on 5/26th and 5/27th as the assigned vault custodian, Suzanne Freeman was on vacation on these two (2) days.

On June 9th, Sr. Area Security Manager Dennis Coleman and Area Security Manager Ronnie O'Brien interviewed Lydia Cook, acting vault custodian and vault custodian Suzanne Freeman, who had returned from vacation. Branch Manager Robyn Clevinger was not available as she was on vacation during this week. Clevinger would be interviewed at a later date. Clevinger had also been removed as Branch Manager of the Hampton, SC office due to performance issues and reassigned to the Bluffton, SC office as a Financial Services Representative upon her return from vacation.

Coleman and O'Brien's interview of Lydia Cook disclosed the following facts and information:

1. Late on Wednesday afternoon, 5/25th, Cook was informed that she would be in charge of the vault due to Suzanne Freeman being on vacation 5/26th and 5/27th.
2. Cook shocked because she had no training with the vault.
3. Cook and Freeman entered the vault changing the cash safe combination and the verifying the vault money under dual control.
4. Freeman removed the money from the safe and handed it to Cook. Cook placed the money on the vault counter. Both Cook and Freeman took the strapped money and ran it through the currency counter. Both Cook and Freeman restrapped the money and bundled it into bricks together and placed the money back in the safe.
5. Freeman stated that she wanted all tellers to buy a box of everything the next morning so it would allow the courier to have enough room to place the new shipment coming in.
6. Cook felt that she could not physically handle the coin and how low the safe was to the floor. Freeman indicated she and Clevinger had previously discussed this and said they spoke with Lance, teller, and he would help Cook with the coin. Cook replied that she guessed she had no choice but that Clevinger would be there in case she had any problems. Cook indicated it was at this time that Freeman told Cook that Clevinger would not be there the next day, Thursday, May 26th and was surprised that Clevinger had not told Cook she would not be at work.
7. Freeman then wrote the denominations and amounts on a piece of paper, keyed the information in the computer which created a total cash in the vault. Balance sheet was printed out and both Cook and Freeman signed officially turning the vault money over to Cook.
8. A shipment of currency and coin was received and shipped on Thursday. Cook and Lance, teller verified the shipments, both incoming and outgoing. Freeman created the general ledger tickets for both the incoming and outgoing shipment the day before she left for vacation. Cook signed the general ledger tickets and processed.
9. At the end of the day, Cook attempted to balance the vault cash and discovered that she didn't have access to the vault on Edge. Cook called her ROM, Robin Hubbard for assistance. During Cook and Hubbard's conversation, Hubbard asked Cook where was Freeman was. Cook

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informed Hubbard that Freeman was on vacation. Hubbard then asked where Clevinger was and Cook responded that Clevinger was in Charleston for a Branch Manager's meeting. Hubbard asked if Cook had any training with the vault, days or whatever and Cook responded no she had none.

10. Cook had no choice but to hand write her transaction tickets then scan them to proof as directed by Lifeline.
11. Cook phoned Clevinger to let her know how the day went and Clevinger indicated to Cook to just hurry, get balanced and leave.
12. When Clevinger came to work on Friday morning, 5/27th, Cook asked Clevinger to help her verify the vault before any transactions occurred. Cook indicated that Clevinger never helped her and the vault money was never verified. Clevinger could also not believe that Cook could not sign on to the computer for access to the vault. Cook said she had to attempt to sign on to the vault in Clevinger's presence to show her. Clevinger then signed on the vault and entered the transaction tickets on the hand written tickets previously prepared by Cook the previous day. After transaction ticket amounts were entered, Clevinger manually calculated that the vault was \$2,000.00 short.
13. Both Clevinger and Cook counted the money under dual control. As Clevinger moved money from the front of the safe, the bricks of money were in the back. When counting and verifying the 20's, Clevinger pulled a brick from the safe and holding the brick up said, "Look, this is the \$2,000.00. This brick is short \$2,000.00". Cook told Clevinger that she never moved or used any bricks from the back of the vault. Cook only used money from the front of the vault.
14. Cook feels like she has been a victim in the entire vault process and put in this position with no training.
15. Note: During Cook's interview, she gave Coleman a letter from her doctor relating to a complaint that was made against Cook by Clevinger concerning Improper Touching-Workplace Violence and asked that Coleman give it to HR. Coleman faxed a copy of the letter to Holly Johnson, HR Representative on 6/15/2011 since HR is handling this issue.
16. Cook requested that she would welcome a polygraph test.

Coleman and O'Brien's interview of Suzanne Freeman disclosed the following facts and information:

1. On Wednesday, 5/25th, Freeman and Cook balanced the vault. When Freeman finished, Cook came in the vault and verified the vault with Freeman. All of the vault money was piece counted.
2. When the vault money was verified and balanced, Freeman discussed with Cook how the vault was set up and how she would be able to manage because of her knees. Freeman asked Lance, teller, if he could help Cook with removing any coin from the vault.
3. Freeman indicated that Cook expressed her concern that Cook had never had the vault before and discussed all of the procedures and processing for shipments.
4. When Freeman was on her way to work on Tuesday, 5/31st, Clevinger called her to tell her Joan, teller was going to be late and that Lydia did not have access to the vault on the system Thursday and Friday and the vault was out of balance \$2,000.00.

REGIONS-000003

ROA_0648

5. Freeman and Cook piece counted the vault upon their arrival to work on Tuesday, 5/31st and changed the vault combination. After the vault was counted and verified, Freeman entered the totals in the system and the vault balanced. **Note: Vault should have been short \$2,000.00 as the brick that Clevinger previously found \$2,000.00 short would have still been missing. In addition, when Robin Hubbard, ROM and Freeman verified and balanced (piece counted) the vault on Wednesday, 6/1st, the vault was \$3,000.00 short. \$1,000.00 of this shortage was resolved, but the vault still remained \$2,000.00 short.**
6. \$2,000.00 was accepted to place the vault cash in balance.
7. Freeman then verified and counted her teller window cash drawer and she was over \$1,960.00. Hubbard told Freeman to go ahead and accept the overage.
8. Freeman indicated that that evening she remembered that she bought money from the vault that day and received \$2,000.00 too much from the vault. When Freeman processed her buy/sell ticket, it was for \$4,000.00. Freeman indicated that she intended to buy \$2,000.00 in 100's and \$2,000.00 in 50's. Freeman indicated that what she received from the vault was \$4,000 in 100's and \$2,000.00 in 50's, making her teller cash drawer over \$2,000.00.

On Monday, June 13, 2011, Coleman and Investigator Jennifer Turno interviewed Robyn Clevinger at the Beaufort, SC Bay Street office. The interview disclosed the following facts and information:

1. On 5/25/2011, Lydia Cook was sold the vault from instructions from upper management, Robin Hubbard, Regional Operations Manager and Andree Lloyd, Consumer Sales Manager for Hampton, SC.
2. Clevinger indicated that Cook was given step by step instructions on all procedures and special accommodations were made for her physical needs with regards to the vault.
3. On 5/26th, Cook indicated to Clevinger that she could not sign on as a vault teller in Edge. Cook told Clevinger that Robin Hubbard, ROM told her to call Lifeline for assistance. Lifeline indicated that Cook would need to submit a CARS request for Cook and that Hubbard had not done this.
4. Clevinger told Cook that she could hand write the tickets and scan them to proof if she could not sign on. Clevinger indicated that she told Cook to take a blank balance sheet or piece of paper and write down the vault totals and then manually do the math if no one could sign on as the vault custodian.
5. On Friday, 5/27th, Clevinger asked Cook to try and sign on to Edge as a vault custodian and Cook could not. Clevinger signed on to Edge and processed the buy/sell tickets putting them aside so they would not be scanned.
6. Clevinger and Cook went into the vault and verified the vault cash. With the balance sheet from the night before, Clevinger found that Cook had counted a brick of \$20's as a full brick but there were only 4 straps, \$2,000.00 short of a full brick.
7. Clevinger and Cook strap counted the vault and added the buy/sell tickets to the totals and keyed the totals in Edge. Clevinger indicate that totals should have indicated \$158,100.00 short but it was \$160,100.00, \$2,000.00 more than expected. Clevinger and Cook then piece counted everything except the 1's, 5's and coin and were still out of balance \$2,000.00 short. All other tellers were balanced but the vault was still \$2,000.00 short.

REGIONS-000004

ROA_0649

8. Clevinger and Cook closed the cash vault door and the main vault door and went to call Hubbard. Lydia was in her office while Clevinger spoke with Hubbard.
9. Clevinger indicated that while she was talking to Hubbard, Joan Shanklin came in Clevinger's office and told her that Lydia was in the vault alone crying so Clevinger told Hubbard she needed to go. Hubbard told Clevinger to go ahead and count the 1's and 5's so they could tell Dennis Coleman that all money was counted and verified. Clevinger and Cook went back in to the vault and recounted it all again and the totals were the same. The difference was posted to Edge.

During Clevinger's interview, she spoke about her being relieved as the Branch Manager at the Hampton Office and being reassigned to the Bluffton, SC office as the Financial Services Representative. Clevinger indicated that when she started packing her personal information and items and loading them in her truck, Robin Hubbard, Regional Operations Manager who was on site at the Hampton office. Clevinger indicated that Hubbard came to her and told her she wanted to know what was in the boxes as Hubbard noticed a number of boxes being loaded in Clevinger's truck. Clevinger's replied to Hubbard that it was training manuals and some personal items from her desk. Hubbard wanted to verify so Clevinger showed her they were training manuals. Clevinger said that Hubbard told her that training manuals were bank property and they needed to stay. Clevinger noted that it was approved for her to move them from Burton when she was promoted to Branch Manager at the Hampton office. **Note: Vicky Sweat, Manger at the Burton Office and Clevinger's former Manager confirmed that at no time did she give Clevinger authorization to move any files from Burton to Hampton when Clevinger was promoted and transferred to Hampton.** Hubbard told Clevinger that CBRE should move the boxes if they needed to be moved. Clevinger indicated that after Hubbard reviewed the contents of the boxes in the back of the truck they brought everyone back in the bank that Hubbard said had to stay at Hampton. Hubbard then asked Clevinger about inside the truck, as Hubbard pointed to a box. Clevinger told Hubbard that the contents were all training except 2 of them. Hubbard even had Clevinger empty a box to show her the contents were items belonging to Clevinger's mother....clothes, egg dye and an empty McDonald's bag. Hubbard went through the personal items and approved for Clevinger to take them. Once all the confidential bank records were placed back in the branch, Hubbard asked for Clevinger's Log-In ID and her passwords. Clevinger questioned this and asked why and Hubbard replied, "Because you're going on vacation". Clevinger questioned this and Hubbard indicated she had to get it from her. Clevinger called Holly Johnson, HR Rep since Clevinger indicated she didn't feel right because she had always been told to not give her passwords out. Clevinger indicated that Johnson told her that she had requested Robin obtain her ID and passwords to everything and that my transfer to Bluffton office was effective 6/13/11. Clevinger complied and gave Hubbard her user ID and passwords. Hubbard then asked Clevinger for her Lotus Notes password also. Clevinger indicated that this made her feel real uncomfortable and knows no other employees that give up their passwords when they go on vacation and transfer to another office. **Note: Coleman asked Clevinger what happened to her ID and passwords once she gave them to Hubbard. Clevinger's response was "I have no idea".**

Robin Hubbard gave her statement relating to the removal of the above boxes on 6/2nd. Facts and information obtained from Hubbard's statement indicated the following events:

Inconsistent - was moved to BTL

Both sealed signed the en for dual con

REGIONS-000005

1. While on site at the Hampton office on 6/1st, Hubbard noticed that Clevinger was taking a number of boxes out to her truck.
2. Hubbard contacted Johnson, HR Rep inquiring about items being removed from Hampton by Clevinger although she was not leaving the bank but transferring to Bluffton. Johnson informed Hubbard that Clevinger should not be removing any back documentation as she would be on vacation the following week.
3. Hubbard informed Clevinger that she could not remove any bank documents from the bank. Clevinger indicated to Hubbard that what she had already removed was more training related documentation than anything else. Hubbard informed Clevinger that training documentation was also bank documentation.
4. Hubbard informed Clevinger that she needed to review all the boxes and bring back in the back all bank related documentation.
5. Hubbard located 3 boxes of binders in the back of the truck. Clevinger indicated they were all training related so Jolie, associate, Clevinger and Hubbard moved the boxes back inside the bank.
6. Hubbard told Clevinger that she needed to review the boxes that had been placed inside the truck since Hubbard had witnessed a couple of boxes placed there. Clevinger indicated they were personal items, some her and some her mothers. Upon Hubbard's review, there were clothes on top of one box on the seat and one on the floor. Clevinger looked at it and just stated these are just my mother's items. Hubbard removed the clothing and found more binders and file folders of bank documentation under the clothing. Clevinger indicated that she forgot those were under there or I didn't know those were there. Clevinger reached and picked the box up and took it back in the bank. When Clevinger returned, she attempted to open the back passenger door and Hubbard told her she needed to see what was in the box on the floor up front. Inside was a lot of file folders and paperwork, bank documents. Hubbard indicated that these were bank related and Clevinger just picked the box up and took it back in the bank. When Clevinger returned, Hubbard told her we just had the back of the truck to look at. Clevinger acknowledged saying something to the effect of that it was just her mom's stuff. 2 boxes were sitting on the back seat. Hubbard verified that the 1st box and noted binders and folders. Clevinger carried the box back in the branch. The 2nd box also contained folders, notebooks and binders. Clevinger carried this 2nd box back inside the bank.
7. Hubbard contacted Johnson, HR Rep and indicated that the boxes were complete. Johnson asked Hubbard to record Clevinger's passwords on paper in case they were needed at a later date. Clevinger indicated that she didn't need to do this when she came to work at Hampton from Burton and she did not want to do this. Clevinger called Johnson, HR Rep. When Clevinger got off the phone, she wrote the passwords down, placed them in an envelope, sealed the envelope and both Hubbard and Clevinger recorded their initials on the flap of the envelope. Envelope was placed in the branch's dual control box. **Note: When Clevinger was asked in her interview what happened with her ID and passwords after she gave them to Hubbard, she responded, "I don't have any idea".**

Clevinger indicated that she left the Hampton Office and realized that she had forgotten to make a deposit so she drove to the Burton Office. The following are events that took place while she was in Burton.

1. Clevinger entered the Burton office late on Wednesday afternoon, 6/1st around 4:50pm and there was a line of customer at the teller line. Clevinger didn't have her account number so she asked if Justine, associate at the Burton office, was in and the tellers indicated no. Clevinger proceeded to sign on the computer in Justine's office to look up her account number. When signing on it occurred to Clevinger to use Identity Manager to change her password. Clevinger didn't know how to change her Lotus Notes email password so she called Tech Support. Tech Support told Clevinger that she had to be signed on to her computer in Lotus Notes to do this. Clevinger indicated that she looked up her account number, completed her deposit slip and signed off the computer and went to the teller line and make her deposit. Clevinger then left the Burton office. **Note: Coleman reviewed the deposit that Clevinger made and researched some account information but could not find anything suspicious with any activity. Coleman also requested that Internal Theft Unit confirm whether or not Clevinger accessed any customer accounts via IVCS during this time and it was confirmed that Clevinger had not.**

Summary Conclusion:

No confessions obtained relating to the \$2,000.00 vault shortage.

Cook's interview indicated no visual signs of deception. She was forthright in her responses and requested that she be given a polygraph test.

Freeman's interview was inconclusive. She pretty much presented herself as an innocent victim who, along with Cook, counted and verified the vault cash prior to going on vacation and turning the vault over to Cook. When she returned, the vault was counted, verified and balanced when she took the vault money back under her control. Freeman had no idea how her teller cash drawer was over \$1,960.00 on Wednesday 6/1st.

Clevinger's interview was also inconclusive, although there were times when she projected signs of deception.

In addition, all bank accounts relating to Cook, Freeman and Clevinger were reviewed by Corporate Security's Internal Theft Unit. Freeman is the only associate that appeared to be having financial issues based on her activity. However, no suspicious activity was noted.

the \$2,000.00 vault shortage.

she was forthright in her responses and

6-29-11

hydia Code

Internal investigation has been completed

(1) vault outage has been resolved and we do not believe this was attributable to your error.

(2) the inappropriate contact asserted by Robyn remains a significant problem

I cannot find anything to support your statement

I was provided with photographic evidence that suggests improper touching with pressure was applied

I was also provided a ^{signed} statement by an associate that substantiated the allegation

Unfortunately we do have a zero tolerance policy - there is enough evidence to suggest this contact might have occurred - whether intentional or unintentional - I have to err on the side of caution - can no longer work for the bank

Cannot share info related to other associates, you are not the only person impacted by these events; you are not being singled out.

REGIONS-000009

ROA_0653



Hampton Family Practice
Glenn W. Welcker MD

June 9, 2011

RE: Lydia Cook

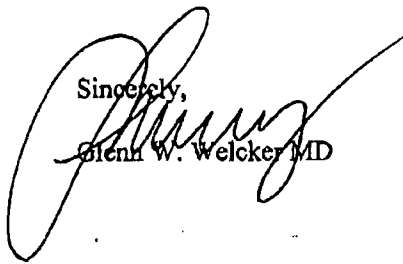
To Whom It May Concern:

This letter is written in regard to a discussion I recently had with Mrs. Cook during an office visit. I have been Mrs. Cook's primary care physician for several years, during which time I have had the opportunity and privilege to treat her. During this time, I have become quite familiar with Mrs. Cook's current medical diagnoses and associated abilities and limitations.

Recently, while in the office on June 2, 2011, Mrs. Cook informed me that there was an allegation of an assault whereby she supposedly injured the branch manager while hugging her. Based on my familiarity with her current diagnoses, chronic progressive joint pain/arthritis and fibromyalgia, and their associated limitations, I would find this virtually impossible for Mrs. Cook to injure anyone in this manner. Pain aside, she also lacks the physical strength to harm anyone. Mrs. Cook has always been a very compassionate and affectionate person, often having given hugs to myself and staff members. Subsequent to this, we have had to treat Mrs. Cook for anxiety associated with this matter. When she had informed me of these allegations, I actually laughed, as I felt she said this in jest, as I feel she is physically incapable of this.

With Mrs. Cook's permission, I would be more than willing to discuss this issue with anyone with a vested interest in this situation.

Sincerely,


Glenn W. Welcker MD

GW/gw
6-9-11

305 Elm Street Hampton, South Carolina 29924 Tele: (803) 943-9007 Fax: (803) 943-0405

REGIONS-000019

ROA_0654

Appeal No 1113352

DECISION NO 2011-A-16525

REC D SEP 08 2011

SOUTH CAROLINA
DEPARTMENT OF EMPLOYMENT AND WORKFORCE

DECISION OF APPEAL TRIBUNAL

Hearing Date September 02, 2011

LYDIA COOK
POST OFFICE BOX 396
VARNVILLE, SC 29944

CLAIMANT

REGIONS BANK
C/O THOMAS & THORGREN INC
POST OFFICE BOX 280100
NASHVILLE, TN 37228

EMPLOYER

APPELLANT Employer

SS NO 247-06-8723

APPEARANCES

FOR THE
CLAIMANT Participated

FOR THE
EMPLOYER One Witness

FINDINGS OF FACT

The issue in this case is whether the claimant was discharged for "cause"

The employer appealed the determination mailed July 29, 2011, which held the claimant eligible to receive benefits effective July 3, 2011, upon a finding the claimant was discharged without cause

The claimant worked from December 3, 2007, to June 30, 2011, with the subject employer, most recently as a financial services specialist. She was terminated from her employment for inappropriate contact with a co-worker. It is alleged that the claimant displayed workplace violence. Claimant's supervisor was assisting the claimant in trying to find an error in her cash drawer. When she did, the claimant hugged the supervisor and kissed her on the cheek. The claimant thought nothing of it as employees in the branch often hugged each other. The following day, the manager filed a complaint against the claimant as she felt she was injured as a result of claimant's actions. An investigation was conducted and claimant was subsequently separated.

REGIONS-000024

ROA_0655

Appeal No 1113352

DECISION NO 2011-A-16525

The claimant denies any wrongdoing and was merely thanking her supervisor as she found the error in the claimant's cash drawer. She further argues that the supervisor had mistreated her for some time and had some vendetta against her.

REASONS

South Carolina Code provides in §41-35-120(2) for a disqualification of from five (5) to twenty-six (26) weeks, with a corresponding monetary reduction, if the Agency finds the claimant was discharged for "cause" connected with the most recent bona fide employment.

"Cause" includes, but is not limited to, a violation of the employer's reasonable rules or regulations, or a disregard for the standards of behavior that an employer has a right to expect of an employee.

The burden to establish a claimant was discharged for cause lies solely with the employer. In this case, the Appeal Tribunal must conclude this burden has not been met. The claimant hugged a supervisor in response to her finding a banking error in claimant's cash drawer. The Tribunal can not find that the claimant's actions warrant a finding she was discharged for cause. Accordingly, the Appeal Tribunal must resolve any doubt in this case in favor of the claimant. Such being the case, the Appeal Tribunal concludes the claimant was discharged without cause in connection with the work, and as a result, no disqualification shall be imposed.

DECISION

The Tribunal hereby holds the claimant eligible to receive benefits effective July 3, 2011, upon a finding the claimant was discharged without cause. This decision affirms the determination mailed July 29, 2011.

This will be the final decision of the Agency, unless you file an appeal to the Appellate Panel setting forth in detail the grounds for appeal within ten (10) calendar days, including weekends and holidays, from the mailing date of this decision. If the tenth day falls on a Saturday, Sunday or holiday, the appeal period is extended to the next business day. Your appeal may be filed in person at any Workforce Center, or by mail, addressed to "Appellate Panel," Post Office Box 995, Columbia, South Carolina 29202. For additional information or assistance in filing an appeal, contact your local Workforce Center.



Daniel C Beach
Administrative Hearing Officer

DCB LA

Decision Mailed 09/06/11

Mailed on the above Date By 

REGIONS-000025

ROA_0656

(11.15 - 2pm)

Danney Beach

Cook ? - No

; Johnson ? No

FBS - Dates

Discharge

7/29

Eligible to receive

- appealing that
Statement

Employers supporting documents - in file

No question for Johnson - No (Cook)

Reason why being terminated

Cook Workplace violence
Shocked when told no
Nothing in writing

- When placed
on Admin
Investigate
for Out of
Balance
of workplace
violence
assertion

5/31 Out of Balance

Hug
Possible for her to abuse

Probation for
a year?

Examiner

Done in front of audience? Strained relationship
S.F. - Suzanne Freeman

Cook Believes
Charges

Retaliated against her because she had gone
to HR.

REGIONS-000028

L. Cook After complaints - other employees left

L. Cook Issue w/ vault authorhs
had never been trained

New recd was hurting - Friendly hug

Rdgn was charged w/ getting the brand
in operational order - brand lax after prior mgr
left.

When we met w/ you on 5-31

did I explain to you we would
investigate vault outage & w.p. violence
issue. * the warning was for violation of security
procedures

Upon termination did I explain
to you that the vault outage had been
resolved.

The two parties did have a contentious
relationship.

Apr 20 - Patty A - HJ br interviews
w/ each assoc.

REGIONS-000030

Initially Robyn's conversation was about
Mallie Lisa Davis

End of conversation Robyn ^{added} there's one more thing that happened that's unusual
On 5/10/2011 Robyn called me around 4:45 p.m. to say that yesterday (5/9/2011) Lydia was out of
balance \$1000 and Robyn found it. She said Lydia reached out on her left side like she was gonna thank
her but instead she shook her from side to side - seemed like vicious aggression - Suzanne noticed it
and screamed Lydia what are you doing. Robyn said she went home and she was hurting so bad she
took 12 Motrin that night.

I advised Robyn to contact Holly ASAP to discuss since she had recently been at her branch to interview
all the employees and may know of issues with Lydia that I was unaware of.

Have you been to Dr. - do you think you
need to go - "like no"
Never mentioned bruises

Felt more than a hug.

Almost felt Lydia was trying to pay her
back for something felt like maybe a
little hostile after she thought about it.

No mention about filing a charge.

5-19 - To Holly -

Barbara Sampkins
Documentation to H. Salmer
of Clwinger's 5/10/11
phone conversation

REGIONS-000031

ROA_0660



Re: *Confidential: Re: [Confidential] Security Tapes
Dennis Coleman to: Holly Johnson

06/02/2011 11:36 AM

Good morning Holly, I reviewed the video from 4-5pm on 5/9th and since I could see Robyn in the video beginning at 4, I reviewed from 3:30-5pm. I could see no evidence of hugging/inappropriate touching during this time. Robyn is clearly in the video a lot during this time going from teller station to teller station apparently helping to review for something. Just to let you know there is a 6 second interval between each video frame. 6 seconds is not long but if a hug or inappropriate touching did occur it is possible that it happened in an area other than behind the teller line or it could have happened within the 6 second interval.

If I can review anything else, just let me know.

Dennis Coleman, CFE, CFSA
VP, Senior Area Security Manager
South Carolina/Georgia Group
Regions Financial Corporation
864-231-2994 office
864-221-0745 cell
864-231-2947 fax
dennis.coleman@regions.com

Holly Johnson

The only other thing that would be helpful is to have

06/01/2011 06:14:05 PM

From: Holly Johnson/HR/MGM/RFC
To: Dennis Coleman/CorporateSecurity/MGM/RFC@RFCNOTES
Date: 06/01/2011 06:14 PM
Subject: Re: *Confidential: Re: [Confidential] Security Tapes

The only other thing that would be helpful is to have you look behind me on 5/09 from 4 to 5 p.m.; I did see both Lydia & Robin in the workstation & I did see Suzanne turn around one time in their direction when they were off screen. I would feel better to have you look at this behind me to see what you think. Thanks again, Dennis, for your help on this.

NOTICE: This email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee.

*Holly Johnson
Human Resources
SC / East, West & SoWest GA*

803-642-1478 Office
803-379-0743 Cell
803-642-1381 Fax

REGIONS-000032

ROA_0661



Fw: (confidential)
Shannon Turner to: Holly Johnson

04/07/2011 09:48 AM

Please see below -

Thanks,

Shannon Turner | Human Resources
Regions Financial Corporation

229.432.8027 Phone
229.432.8087 Fax
GAAL63901B Mail Code
Shannon.Turner@Regions.com

Do what is right ~~to~~ Put people first ~~to~~ Reach higher ~~to~~ Focus on your customer ~~to~~ Enjoy life

----- Forwarded by Shannon Turner/HR/MGM/RFC on 04/07/2011 09:47 AM -----

From: Lydia C. Cook/TellerSC/REGIONS
To: Shannon Turner/HR/MGM/RFC@RFCNOTES
Date: 04/06/2011 04:03 PM
Subject: (confidential)

Hi Shannon

These are the days I had asked about taking off & was approved verbally. I asked for all of this time off at one time.

03/23/11 thru 03/28/11 I was granted the time off, My son & his son were here from Denver Co., however I came in on the 24th, due to the managers having to go to Columbia, to meet with the President of Regions. I asked if she could get some help from another branch, she said no, no one would be available. No problem, my son & his family spent the day with his Dad. We had planned on going to the nursing home in Williston on that day to visit my Mother. Did not make it to see my Mom..

04/15/2011 Wedding in FL I asked about this before Christmas, was told I would have to wait & ask for this later. I did ask for this later I asked for all of the time I needed at one time, was approved for this day at that time. However, when I went in to request this in my time it was denied, and I was told to wait for the first of the month I did and was approved. In our huddle yesterday, Robyn told me in order for me to be able to have the 15th off, our branch quota, for call week, would have to be met. by Friday. I have already made reservations, for Fri & Sat

04/28/11 A friend from New Mexico, I have not seen in almost 5 years will be in this part of the country. Robyn also approved this time off verbally, I made arrangements with my friend. due to Robyn's decision., I asked, what day would be convenient for me to take off, 27th or 28th, Robyn told me the 28th would be better. Then was told later that she would be having a branch managers meeting in Beaufort, after she had approved my time.. I asked if she could ck with the other branches, to see if someone could fill in at our office, said she already had, and there was no one available. Also a Webex was scheduled for me on 04/28 after I was told I could have the time off. That would have been no problem, I could have came in, in the morning and left later. My husband also took the time off, after he made sure I could have the time off. Robyn said if she finished her meeting early, she would be back, and then I could go. This is a problem I can not have my friend waiting for me in Charleston & not show up. My friend and her husband, have to be in Myrtle Beach the evening of the 28th and my husband has already taken vacation time...

I did not go in to my time & request the time off for the 28th, due to Robyn telling me I could not have the

REGIONS-000205

ROA_0662

time off later. I figured what was the use in putting, it in she was going to deny me the time off after I was told I could.

I do realize that things do come up, I do not think it is fair to be approved, and then be denied. This not only affects me, but the other people that had made arraignments. I feel that Robyn waits to see what is happening on her schedule & the branches, and then changes her mine. This is not fair.

Thank You
Lydia Cook

REGIONS-000206

ROA_0663



[Confidential] Hampton
Holly Johnson to: Patty Austin

04/07/2011 05:37 PM



I'm concerned that Robyn has had some inappropriate conversation with Lydia today; while not directly confronting her, there was enough negative treatment/dialogue that her interaction with Lydia was not "business as usual". Lydia phoned extremely upset asking whether her conversation had been shared with Robyn as she could do nothing right today. RC questioned Lydia as to whom she had been talking to; hadn't been acting right for 1.5 weeks, "you think you're the boss here", "you walk around like a one man show", insinuated customer complaints; per Lydia, Robyn told her today that "nobody here likes you", and "you do things wrong all the time". Need to temper that some as Lydia was in tears & rambling so was hard to understand if all that conversation was from today; she does tend to be emotional & defensive. Lydia claimed that Robyn has previously stated Dubbs wouldn't get the BM job since he was part of the loss @ L.I. for which Darlene was terminated, and that's why staff (Lydia) at Hampton wouldn't get ahead because of their (RDI) losses. ????

I am attaching Shannon's detailed memo; will send Barbara's as soon as I receive it.



Hampton Lydia Cook Complaint.4.6.11.docx

NOTICE: This email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee.

Holly Johnson
Human Resources
SC / East, West & SoWest GA

803-642-1478 Office
803-379-0743 Cell
803-642-1381 Fax

REGIONS-000050

ROA_0664

Memorandum For Record



To: Holly Johnson
From: Shannon Turner
Date: April 7, 2011
Re: Lydia Cook Complaint

Lydia Cook contacted me on 4/6/11 and stated that she had concerns about her manager. Lydia said that became very upset the day before when she met with Robyn Clevinger to discuss her 1st Quarter incentive payout. Robyn told her that she only received the payout because of referrals from the tellers and that if it weren't for them, she would not be getting a bonus. Robyn instructed Lydia to come up with an incentive to give to the tellers for receiving these leads (over & above what they would receive in Teamworks). If she did not do so, Robyn would have the leads funneled to her rather than Lydia. Lydia said to me that she is taxed on her bonus and cannot afford to give money to the tellers. She asked Robyn about giving the tellers gift cards for manicures; per Lydia, Robyn stated that she needed to come up with something and present to her. I asked Lydia if Robyn specifically addressed whether or not Lydia was generating enough of her own leads. Lydia said no, she feels that she generates a lot herself.

Additionally, Lydia said that a minority male had interviewed with Robyn for the teller position. Robyn confided in Lydia that she didn't know if she could hire him or not because he had "too much sugar in his pants." Robyn then asked Lydia if she knew what that meant and went on to explain that it meant he was gay.

Lydia also addressed Robyn's customer interactions that she's witnessed and feels that they are inappropriate. One customer had tried to contact Robyn but she had not returned his call. He came into the branch one day and commented to a teller that Robyn must not like him. Holly, the teller, relayed the comment to Robyn and reminded her to contact the customer. Robyn did call the customer and apologized for not doing so earlier. She stated that it had been because she was busy "not because I don't like you." The customer became upset that the comment was shared with Robyn.

Another customer came in to the branch and was upset about a fee that had been charged; he threatened to close out his account. Lydia was waiting on the customer and was explaining why he was charged when Robyn walked up and said to Lydia (in front of the customer), "he just wants to close his account. No need to explain all that to him."

A third customer became irate when they had previously met with Robyn and provided information to open an account. Robyn told the customer that she would provide the information to Lydia to open the account. When the customer came in to meet with Lydia, she had not received the info from Robyn. The customer was upset that they had to repeat everything.

Lydia wrapped up the conversation stating that she had held a lot of that in (including the vacation issues that I forwarded to you), but after the incentive conversation from the previous day, she felt "threatened."

REGIONS-000051

ROA_0665

5-107 Babs - Person mentioned as a BTW
5-29 For. Mgr Mts - Chas - Lloyd observed Clevenger - Ship
5-26 Hilly - 1st aware of rough contact
5-27 Lloyd + Johnson - Invol Clev.

5-24 Forced Balanced Review
- No

5-31 Hampton - Placed Lydia on leave w/ pay. Admin initially w/ pay but advised her later that evening w/ pay

Removed from Bremer
Clevenger - Loss of confidence; concerned over possible retaliatory
behavior w/ her associates

Freeman 1960 over in drawer.
terminated 6-20-11 NCL

REGIONS-000057

ROA_0666

Lydia -

← Completed internal

Terminated

for violation of the workplace violence

Accused - was a witness who saw

1 photographic evidence that ~~was~~ improper

contact

Zero tolerance

Can't afford to keep you

(Suzanne says - I can't prove it)

Can't find anything to (cooperate)

have to err on the side of

enough reason to believe it might have
happened.

allow to resign in lieu of back

no severance policy

while I can't share

want to assure you that you are not
the only one affected by these events
so you should not feel singled out.

Stacy Drowdy

4-13-09

11-04-10

Turner
Benson

Robyn Chavira

Felt uncomfortable
non-cooperat in mgmt & deception
had clearly
in a manner that was not safe
& was not authorized

last conf in eye & your
& your voice & judgement
& you can no longer work at the
bank

File needs to indicate
why discontinued the n

+ reason
believe to

reason that
was inaccurate in the
& have reviewed

Transcript
1/11/11

REGIONS-000059

ROA_0668

5-27

One afternoon
end of day (after 4 very windy days)
found outages EI before 5 pm
y-10-38

reversed train

standing on her right

Said that

Put arms around
my hand on left arm

instead

begin shakers

Could feel aggression
I may
happened in just few
seconds

Suzanne -

Lydia with

- Lydia S
very hard -
anger in
hurt my neck

was so

Lydia - you shook me too hard
fe

I was just

just laughed it

was in tears

told everybody to work on Shells

Suzanne. Looked like a rag doll

REGIONS-000061

ROA_0669

Andree on

next day

tried to call me - called Barb

Barb - in light of things happening
need

The Robt out of town

Came in to audit

Didn't want to leave info

Barb had stiff neck

Wasn't able to get time off from work
- Andree out

When Andree called - neck injury

Talked to Barb about going to Dr

Barb said need to speak w/ H

Hydia has gotten extremely aggressive
verbal - even w/ with.

Wants to go to chiropract

Heat & ice - muscle rub
Motrin for anti-inflammatory,

by far few days next week - ~~the~~
Wed Thurs Fri
from 12:30pm onwards

understand impression of needed to take
part of the morning

for all houses due to work from it

There some muscles hurt -

didn't have ability to get things

can't do any further displaced

for quite a while 5 years I get

Didn't know about filing a claim

Robert S. Cleverly

30 Kings

Cross

29902

Neck down side
Shoulder blades

Blauvelt

SC

29902

feels muscle pain

843 - 441 - 9249 Cell

843 - 943 2113

Office

initially burning
muscle strain / pulled muscle

5/09

5/10 - 10

between 4-5
not too bad

now mostly down
left side of neck
below top of shoulder
right more tight
left strained the right

had headache for few days
then it happened

Arms were bruised -

both arms - each side

between elbow & shoulder

she had one bruise

have no

Got treatment method - heat & ice
has muscle rub that she's been
putting on it

Concern is that she will do it again

Have stayed away from

Attitude has been very aggressive

Snaps @ everyone

stammering things around in the

even Mrs Joan commented - Lydia being a B

Think part of this being from Lydia being
in better line

Felt personal, felt angry
Felt like retaliation

No threats no fragility directed

No discussions w/ Lydia

Suzanne commented on Gruenir
& asked her about her neck.
Lydia didn't acknowledge

Oh my gosh - is that from yesterday
- I see Gruenir on neck side.

As far as trip go

With complaints that were against
me before.

→ Wasn't that urgent ^{wasn't even calling it} as injury

1st couple days after it happened. ^{wasn't even} quite
think she realized she shouldn't have done
it - Every day - attitude gets
worse - doesn't want to be
on the table line

It's not like I'm angry or injured or pursuing
this -

Told Barbara -
"Considered filing a charge
against Lydia"

Had hoped w/ Lydia we could have
worked thru the issues - times where
I felt we moved past that.

Can't continue to work with her at
this point, this PNC - what's
next -

Lydia never takes resp. for anything
that she does -



TERM

Termination/Retirement

Associate Profile:

Associate Name: Cook, Lydia Associate User Id Y4BK12

Associate SS# 247-06-8723 Cost Center # 4013
Eligible for Rehire? ☐ Yes ☒ No Work State: SC
Last day worked: 06/30/2011

Termination Information:

Voluntary _____
Reason:
Involuntary **Other**
Reason:
Retirement: Is this associate retiring under Regions Retirement Guidelines? ☐ Yes ☒ No
Comment: Harrassment and violence in the workplace is met with zero tolerance. Cook was seen shaking her manager with intent to harm.
Days to Pay in lieu of notice: 6/1/11

Initiating Manager Information:

Manager's Name: Andree Lloyd Work Phone: (843) 525-8462
Date: 06/30/2011 Two Week Notice Given? ☐ Yes ☒ No
Manager Notified:
Employee Signature: Andree Lloyd Date: July 01, 2011 10:41 AM
Final Pay: Vacation Pay: 28 vac
Dock Pay: 6/30 -16 Dock

Ne Sal

PAYROLL PROCESSED
JUL 06 2011
ALLISON SULLIVAN

NE Salary

Payroll: 7/15/11

REG: ☒

VAC: 28 vac ✓

6/20: —

6/27: -16

COOK, LYDIA C.



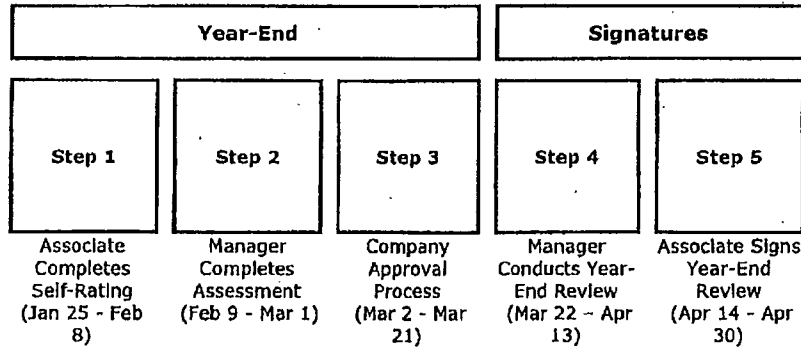
247068723

REGIONS-000102

ROA_0675

[2010] RPM - Regions Performance Management [Employee: LYDIA COOK / Review Period: 2010]

Workflow Graphics



General Information

Associate Information

Name LYDIA COOK

Title FINANCIAL SVCS SPECIALIST I

Overview

Welcome to the 2010 Regions Performance Management (RPM) Process. The RPM process is designed to provide you with feedback on your performance for the past review period. The performance evaluation system will walk you through the steps necessary (see graphic above) to complete the Appraisal by sending you and your manager email notifications alerting you to the next step.

Remember to:

- Save your work frequently, by clicking "**Save Draft**".
- To print the Form at any time, click "**Format to Print**" and then "Print".
- Use the "**Submit**" button to complete a step and move forward to the next step of the process.
- Should you have any questions regarding the RPM process, please contact your local HR team.
- Please click [here](#) for Regions Performance Management (RPM) Process FAQs.

Core Job Competencies

Please read all the job competencies before beginning. Core job competencies represent some of the key skills and abilities that help drive the success of our associates and our organization.

Each job competency includes a link that illustrates helpful examples of both strengths and unsatisfactory behaviors. In general, ratings should be based upon:

Unsatisfactory = performance is below expectations, at an underdeveloped level and ineffective.

Growth Opportunity = performance is developing even though the current skill level may be somewhat low or inconsistent.

Proficient = performance is consistent and effective, without any major deficiencies.

<https://regions.softscape.com/scripts/lightyearisapi.dll?performanceviewdoc&sdataevntid...> 10/31/2011

REGIONS-000107

ROA_0676

Strength = performance consistently demonstrates mastery in this area; uses the strength to deliver positive results.

Profile for: Financial Services Representative/Branch Team Lead

Bank Operational Knowledge: Involves having achieved a satisfactory level of technical skill or knowledge in bank operational issues including compliance, loss prevention, and operational terms; includes keeping up with current developments and changes in bank operations

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☒	☐	☐

Communication (Branch): Is the ability to actively listen, speak and act in a manner that results in powerful and effective action internally and externally. This includes expertise in written communications.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☒	☐	☐

Compliance: Involves completing compliance training requirements in a timely manner; understanding both your individual and the organization's responsibilities around BSA/AML requirements, and using this knowledge to diligently monitor and report suspicious activity.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☐	☒	☐

Platform Customer Focus: Is the ability to understand the customers underlying needs and to use this information to benefit customers and Regions. Outstanding performers put themselves in the mind of the customer and see needs from the customer's point of view. They spend time focusing on customers

unexpressed or future needs to develop a broad understanding of the customer base. They use this understanding to identify new business and market opportunities and develop products or services that are quickly recognized as valuable by the customer.

Rating**Behavior Examples**

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☐	☒	☐

Drive for Results: Is a personal commitment to meeting or exceeding job responsibilities; focusing attention to achieve effective outcomes.

Rating**Behavior Examples**

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☐	☒	☐

Knowledge of Loans: Involves demonstrating a satisfactory level of knowledge of Regions loan products such as mortgage loans, installment loans and lines of credit.

Rating**Behavior Examples**

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☒	☐	☐
Manager:	☐	☒	☐	☐

Knowledge of Regions Accounts and Services: Involves demonstrating a satisfactory level of knowledge of Regions depository products, alternative banking options, ATM/check/credit card, and the systems that support these products and services. This includes having an awareness of CD's, IRA's, and money market accounts.

Rating**Behavior Examples**

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☒	☐	☐

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REGIONS-000109

ROA_0678

Living Regions' Mission and Values: Involves understanding and maintaining focus on the organization's mission and values and demonstrating them in daily job activities. Regions' values include: Do what is right; Put people first; Reach higher; Focus on your customer; and Enjoy life.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☐	☒	☐

Planning & Organizing Branch Tasks: Is the process of managing time and resources to ensure that work gets done efficiently.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☒	☐	☐
Manager:	☐	☒	☐	☐

Problem Solving & Decision Making: Is the process of identifying and analyzing problems and developing viable solutions. This includes coming up with novel ideas, balancing innovative thinking with use of formal tools and recognizing the need for modified approaches when necessary.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☒	☐
Manager:	☐	☒	☐	☐

Quality Focus: refers to the ability to set high standards of productivity and quality, assuming ownership and accountability for quality of work. This includes paying attention to details and correcting quality issues.

Rating

	Unsatisfactory	Growth Opportunity	Proficient	Strength
Associate:	☐	☐	☐	☐

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REGIONS-000110

ROA_0679

Manager:	☐	☐	☒	☐																				
Platform Sales Skills: Includes the ability to identify business opportunities, establish relationships with prospective customers, develop deep understanding of their needs, suggest appropriate Regions products and services, and gain commitment from the customer. Rating <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Behavior Examples</td> <td colspan="4"></td> </tr> <tr> <td></td> <td style="text-align: center;">Unsatisfactory</td> <td style="text-align: center;">Growth Opportunity</td> <td style="text-align: center;">Proficient</td> <td style="text-align: center;">Strength</td> </tr> <tr> <td style="padding: 5px;">Associate:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="padding: 5px;">Manager:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>					Behavior Examples						Unsatisfactory	Growth Opportunity	Proficient	Strength	Associate:	☐	☐	☒	☐	Manager:	☐	☐	☒	☐
Behavior Examples																								
	Unsatisfactory	Growth Opportunity	Proficient	Strength																				
Associate:	☐	☐	☒	☐																				
Manager:	☐	☐	☒	☐																				
Stress Tolerance in the Branch: Involves maintaining stability when faced with stressful work situations; handling stress in a healthy, balanced and acceptable manner. Rating <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Behavior Examples</td> <td colspan="4"></td> </tr> <tr> <td></td> <td style="text-align: center;">Unsatisfactory</td> <td style="text-align: center;">Growth Opportunity</td> <td style="text-align: center;">Proficient</td> <td style="text-align: center;">Strength</td> </tr> <tr> <td style="padding: 5px;">Associate:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="padding: 5px;">Manager:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>					Behavior Examples						Unsatisfactory	Growth Opportunity	Proficient	Strength	Associate:	☐	☐	☒	☐	Manager:	☐	☐	☒	☐
Behavior Examples																								
	Unsatisfactory	Growth Opportunity	Proficient	Strength																				
Associate:	☐	☐	☒	☐																				
Manager:	☐	☐	☒	☐																				
Teamwork (Platform): represents the genuine intention to work cooperatively with others, to be part of a team, and to work together within the branch as well as organization-wide (across departments and lines of business) in order to contribute to the company's overall success. Rating <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Behavior Examples</td> <td colspan="4"></td> </tr> <tr> <td></td> <td style="text-align: center;">Unsatisfactory</td> <td style="text-align: center;">Growth Opportunity</td> <td style="text-align: center;">Proficient</td> <td style="text-align: center;">Strength</td> </tr> <tr> <td style="padding: 5px;">Associate:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="padding: 5px;">Manager:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>					Behavior Examples						Unsatisfactory	Growth Opportunity	Proficient	Strength	Associate:	☐	☐	☒	☐	Manager:	☐	☐	☐	☒
Behavior Examples																								
	Unsatisfactory	Growth Opportunity	Proficient	Strength																				
Associate:	☐	☐	☒	☐																				
Manager:	☐	☐	☐	☒																				
Overall Comments The comment section allows for a brief summary of overall annual performance. Make sure to include specific accomplishments, results achieved, and/or desired changes.																								

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REGIONS-000111

ROA_0680

Overall Comments

Associate Comments I'm a dedicated & a loyal employee, and a very good team player. Planning & organizing, I do need to grow in this area. This has been a very difficult year, in or office, due to staffing. It has been very hard to organize & to get your work done on the platform side, due to being on the teller line most of the time, and trying to keep up with all the extra duties, that has been assigned. I also need to grow on the loan side, I'm sure this will come in time, with more on hands experience with the loans. I'm proud to be part of the staff at our Hampton office, and hope to be with Regions thru out my career. Our office is on the way to recovery & I would like to assist our manager, in a leadership roll.

Manager Comments Lydia is a very dedicated and loyal employee. I have seen Lydia grow into a good team player. Lydia could greatly benefit from developing planning and organizational skills although it has been difficult to work on these since she has been filling in for staffing shortages. I would like to see Lydia utilize the resources provided to increase her knowledge or products and operations, to improve her time management and follow through, as well as improve her written and verbal communication skills. Lydia has several growth opportunities that will enable her to progress as a rising start associate. I would like to see Lydia become a licensed FSS. Lydia has demonstrated a strength as her desire to be with Regions throughout her career. I know Lydia can continue to grow into a great asset of the bank with the right coaching.

Select one of the following to summarize the associate's overall annual performance.

Note: Place your cursor/mouse over the rating for a display of the definition.

Overall Ratings

	<u>Does Not Meet Expectations</u>	<u>Meets Most Expectations</u>	<u>Meets Expectations</u>	<u>Exceeds Expectations</u>
Manager	☐	☐	☒	☐

Approval

To finalize the Regions Performance Management (RPM) evaluation, select the Sign button below. Your name and the current date will automatically be filled in by the system.

Note: Signature acknowledges that this form has been reviewed by the associate. It does not imply agreement with content.

Associate

Associate LYDIA COOK

Sign Date 03/30/2011

Associate
Comments

Manager

Manager ROBYN CLEVINGER

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REGIONS-000112

ROA_0681



Re: [Confidential] Monday Meeting @ Bay St.

Dennis Coleman to: Holly Johnson

Cc: Patty Austin, Andree Lloyd

06/10/2011 01:53 PM

History: This message has been replied to.

Holly, this is fine. We'll leave early Monday morning for Beaufort. I'll get the letter from Lydia's doctor to you the first chance I get. As we discussed last night and after sleeping on it, I have some additional thoughts about Lydia. Suzanne also but don't know that it matters since she's out based on NCL policy and the no exception rule. I don't think there's any question about continued employment with Robyn. She lied on 3 occasions about the contents of the boxes she loaded in her car. I briefly looked in the boxes yesterday and they were loaded with customer confidential info. Some were original documents from customers. In addition, when she left Hampton, she went straight to Burton and attempted to have her password changed so she could have access. Lastly, she didn't have authorization to take the confidential information from Burton to Hampton according to Vicky's statement.

Call me this afternoon on my cell # if you need to.

Thanks,

Dennis Coleman
VP, Sr. Area Security Manager
Regions Financial Corporation
South Carolina/Georgia Group
864-231-2994 office
864-221-0745 cell
864-231-2947 fax
Mailcode: SCAN640912G

Holly Johnson

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

From: Holly Johnson

Sent: 06/10/2011 12:16 PM EDT

To: Dennis Coleman

Cc: Patty Austin; Andree Lloyd

Subject: [Confidential] Monday Meeting @ Bay St.

I have confirmed with Robyn that she will meet with you @ Bay St. on Monday (6/13) @ 2:15 p.m. I told her I would provide you with her cell # in case you were running ahead or behind schedule but that she would not need to report to work at all until her meeting with you on Monday. I told her also that Andree is already aware that she will not be in Bluffton at all on Monday. I explained that you were conducting an investigation independent of my HR investigation; that you had already met with Suzanne & Lydia, and that we did not want to interrupt her vacation by calling her in as part of those interviews. She understood; I stressed again she would not report into work until time for her meeting with you @ 2:15.

Robyn did inquire about the things that she was working on and the training manuals & could they just be overnighted. I told her as much as Andree & I were back & forth, we could make arrangements to get any materials to Bluffton. I also said once she left Bay St., we may determine how to make arrangements for getting the materials; not to worry. Robyn's cell# is 843-441-9249. I will be leaving shortly to join the Aiken Main volunteer effort, but will have my BB with me if you need me.

NOTICE: This email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee.

REGIONS-000159

ROA_0682



Fw: [Confidential] Monday Meeting @ Bay St.
Dennis Coleman to: Holly Johnson

06/11/2011 11:22 AM

History: This message has been replied to.

Holly, what was the date of Robyn's official notification of workplace violence against Lydia?

Dennis Coleman
VP, Sr. Area Security Manager
Regions Financial Corporation
South Carolina/Georgia Group
864-231-2994 office
864-221-0745 cell
864-231-2947 fax
Mailcode: SCAN640912G

Dennis Coleman

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

From: Dennis Coleman
Sent: 06/10/2011 06:18 PM CDT
To: Holly Johnson

Subject: Fw: [Confidential] Monday Meeting @ Bay St.

Update....spoke with my folks in Birmingham and the question is...do we want to require Robyn to file a police report since she official made a report of Workplace Violence. Leaning toward this since this is what someone normally does with workplace violence. However this is internal workplace violence. Decision being made on Monday morning so I'll know prior to us interviewing Robyn on Monday afternoon.

In addition, it's leaning more and more that we will be involved completely with the workplace violence part of this issue, especially if the decision is made to require Robyn to file a police report.

Have a good weekend.

Dennis Coleman
VP, Sr. Area Security Manager
Regions Financial Corporation
South Carolina/Georgia Group
864-231-2994 office
864-221-0745 cell
864-231-2947 fax
Mailcode: SCAN640912G

Dennis Coleman

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

From: Dennis Coleman
Sent: 06/10/2011 05:48 PM CDT
To: Holly Johnson

Subject: Fw: [Confidential] Monday Meeting @ Bay St.

Holly, Lydia called me this afternoon and wants to rewrite/update her statement to us. She said she remembered some other points of interest. She also told me she wants to do every she can including taking a polygraph relating to both issues....workplace violence and vault shortage. However, there was never an official vault shortage as we already know. The shortage was based on Robyn's manual calculations since Lydia was not authorized on Edge and didn't know it until she went to balance the vault

REGIONS-000161

ROA_0683



Hampton, SC-Improper Touching-Workplace Violence

Dennis Coleman to: Holly Johnson
Cc: Patty Austin, Andree Lloyd, Rita Lynch

06/20/2011 08:33 PM

History: This message has been forwarded.

Holly, received final decision concerning Security's involvement concerning Hampton's Improper Touching-Workplace Violence claim. Since HR initially addressed this issue and reached out to Legal for guidance, the decision has been made to let this issue remain with HR in terms of investigating and concluding as to the action that should be taken. Security will continue to address/investigate the potential \$2,000.00 vault shortage that occurred on May 27th and the subsequent \$1,960 overage in Suzanne Freeman's cash drawer a few days later. I should have my write-up completed within a few days and will forward a copy.

In addition, Vicky and Andree terminated Suzanne this afternoon after we interviewed her concerning the recent \$5,000 vault shortage. No confession was obtained and there was no reason for us to speak with Suzanne at a later date.

If we need to talk, just let me know.

Dennis Coleman, CFE, CFSA
VP, Senior Area Security Manager
South Carolina/Georgia Group
Regions Financial Corporation
864-231-2994 office
864-221-0745 cell
864-231-2947 fax
dennis.coleman@regions.com

REGIONS-000165

ROA_0684

6-29-11 Rally/Wally

Robert Clwinger

(Andrew & I)

On 5-31 we met w/ you to share our concerns over your management ability - This concern was to the degree that we moved you out of the Branch Manager position and into the Branch Team leader in another market.

Your actions on 6-01 clearly elevated our concerns over your level of judgement and our ability to trust you.

- non-cooperative
- deceptive behavior
- untruthful
- unauthorized removal of confidential information & in a manner that was unsafe

Unfortunately we've lost confidence in your voracity & your judgement - you can no longer work at the bank. Your employment is being terminated effective ~~today~~ ^{retroactive to} 6-16-11 - day Admin leave went into effect.

Johnson - Corrected term date to 6-29-11 in system.

REGIONS-000180

ROA_0685

Robyn provided specific feedback regarding
Vicky Seale & primarily Andres Floz

REGIONS-000181

ROA_0686

Rob

End of day out of bal. large \$ amount
(7 = 1,000)
had been @ scanner

went over to help count went back 1 forth
may have run nice deposit amt for wrong amt

Suz., Lance, possibly Joan

Never frontal
Shook side to side

felt violent just seconds - very quick

Notified removing from Prov. Mgr position - loss of confidence
Asked to be given a little more time - making progress - new team
"Haven't had the support"

Style of leadership - communication - concern over possible
retaliatory behavior with her assoc.

Job Offer

Merit 2.5%

Explained

Asked what she believed
was fair -
Since she didn't get
the extra \$5000 she
thought she was getting

Prev. 50 Job offers 55 Believed Andree
agreed to give her add'l \$5000
Said she'd asked Andree - Barbara
several times where her office
was

Also indicated Andree said she'd get her
incentive for 3rd Qtr - moved 1st of Aug
explained that inc. is not paid
for partial Qtrs. - gave examples
Rob stated that Andree told
her she'd get it.

that she was being trans. from Board Mgr in Nangph
to BTL in Blythe & would be on vacation 7 days
plus weekends - that we needed to go a/c to
carry on business as usual. I stated that
when she provided them to Robyn (Holtz) they
were sealed in an envelope w/ both she & Robyn signed.
The sealed envelope - it was then put in
dual control.

Told her there was nothing further I could say
that I would write up Dennis & bring
this to quick resolution as possible.

She asked to have the WW emailed to her -
that she had to leave her copy @ the office.
I said I could send email the warning but
not the audit report. Would try to do before
an interview but if not would try before end of day.

Robyn said she was interested in resolving quickly
so she could return to work.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ROBYN CLEVINGER)
BLACKWELL,)

Plaintiff,)

v.)

JOHN BLACKWELL,)

Defendant.)

IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2010-DR-07-125

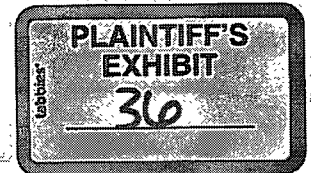
FINAL
ORDER FOR
DIVORCE

FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

12 JAN -6 PM 2:56

PRESIDING JUDGE:
HEARING DATE:
ATTORNEY FOR PLAINTIFF:
ATTORNEY FOR DEFENDANT:
COURT REPORTER:

PETER L. FUGE
DECEMBER 13, 2011
J. BRENT KIKER
DIANE DEWITT
M. HILL

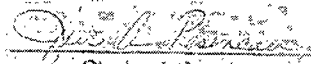


This matter came before this Court for a Hearing for final divorce and related relief after Plaintiff filed her Summons and Complaint on September 7, 2010. Defendant was served with these pleadings and filed an Answer. Plaintiff, Plaintiff's attorney, Plaintiff's corroborating witness, and Defendant's attorney were present.

At the commencement of the hearing, the Plaintiff asked the Court to convert this Hearing into a Hearing for a Final Divorce on the grounds of one (1) year continued separation. The Court granted the Plaintiff's request and proceeded accordingly. Plaintiff and Plaintiff's corroborating witness testified regarding grounds for divorce.

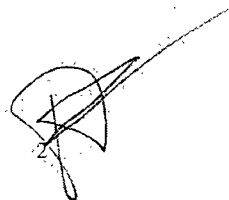
Based on the testimony of the Plaintiff, the testimony of Plaintiff's corroborating witness, statements of counsel and the pleadings filed in this case, the Court makes the following:

Certified - A True Copy


Clerk of Court
Beaufort County SC

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Plaintiff is a citizen and resident of Beaufort County, South Carolina and has resided in Beaufort County for more than one year prior to the commencement of this action.
Defendant is a citizen and resident of Texas.
2. The parties are husband and wife having been married on September 27, 2008 in Aiken County, South Carolina. The parties last resided together as husband and wife in Beaufort County, South Carolina.
3. No children have been born of the marriage and none are expected.
4. No other litigation is pending in any other state or jurisdiction concerning the parties' marriage.
5. All statutory and common-law procedural prerequisites to this hearing have been satisfied.
6. The parties separated on or about June 1, 2010 as a result of irreconcilable differences and have lived separate and apart since that date.
7. That any and all personal property and debt acquired during the course of the marriage has been divided to the parties' satisfaction.
8. The parties shall each retain possession of any bank accounts currently in their name.

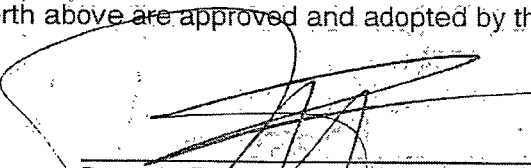
A handwritten signature in black ink, consisting of a stylized 'A' followed by a long, sweeping horizontal stroke.

9. Plaintiff testified that she wishes to resume her former name of Robyn DaleLynn Smith Clevinger. After proper inquiry from the Court and through her counsel, her request was granted.
10. The parties voluntarily waive any claim they may have had to alimony from the other.
11. Plaintiff has been represented by competent counsel with whom she is satisfied throughout the litigation.
12. Plaintiff affirms that she has made full financial disclosure.
13. The Court inquired and the Plaintiff testified that there is nothing the Court can do to reconcile the parties.

WHEREFORE based on the foregoing, it is hereby Ordered that:

- (a) Plaintiff is granted a divorce *a vinculo matrimonii* on the statutory grounds of one year's continuous separation;
- (b) Plaintiff shall be entitled to resume her former name of Robyn DaleLynn Smith Clevinger; and
- (c) The provisions set forth above are approved and adopted by this Court.

SO ORDERED.



Peter L. Fuge, Presiding Judge
Beaufort County Family Court

January 6, 2012

Beaufort, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE FAMILY COURT
) FOURTEENTH JUDICIAL CIRCUIT

ROBYN CLEVINGER BLACKWELL)

CASE NO. 2010-DR-07-1257

Plaintiff,

vs.

) COMPLAINT

JOHN BLACKWELL,

Defendant.

Plaintiff, by and through her undersigned attorney, hereby files this
Complaint for divorce and related relief against the Defendant and alleges as
follows:

- 1) Plaintiff is a citizen and resident of Beaufort County, South Carolina, and she resided in Beaufort County for more than three months prior to the commencement of this action.
- 2) Upon information and belief, the Defendant is a citizen and resident of Texas, and he resided in Texas for more than three months prior to the commencement of this action.
- 3) Plaintiff and Defendant are husband and wife having been married on September 27, 2008 in Aiken County, South Carolina.
- 4) No children have been born of this union and none are expected.
- 5) No other state is either exercising jurisdiction over the issues in this action.



DIVORCE
(On The Grounds Of Physical Abuse)

- 6) The Plaintiff is informed and believes that the Defendant has physically abused her throughout the course of their marriage and that such abuse has substantially contributed to and caused the breakdown of the parties' marriage.
- 7) The most recent occurrence was on April 24, 2010, and Plaintiff is informed and believes there is a warrant out for the Defendant's arrest related to that incident.
- 8) Based on the foregoing, Plaintiff is informed and believes that she is entitled to a divorce *a vinculo matrimonii* on the statutory grounds physical abuse.

DIVORCE
(On the Grounds of Adultery)

- 9) Plaintiff is informed and believes that the Defendant has engaged in several adulterous relationships during the parties' marriage. These relationships have substantially contributed and caused the breakdown of the parties' marriage.
- 10) Plaintiff is informed and believes that she is entitled to a decree of divorce, *a vinculo matrimonii*, on the statutory grounds of adultery.

SEPARATE SUPPORT AND MAINTENANCE

- 11) As a result of Defendant's adultery, and physical abuse, the parties ceased living together as Husband and Wife on or about June 1, 2009 and

they have been living separate and apart since without cohabitation or reconciliation since that date.

- 12) Based on the foregoing, Plaintiff is informed and believes that she is entitled to a Decree of Separate Maintenance and Support, both *pendente lite* and permanently.

ALIMONY

- 13) Defendant's conduct has caused the breakdown of the parties' marriage. But for the Defendant's misconduct, this litigation would not have been necessary, and Plaintiff is informed and believes that their marriage would have survived.
- 14) Defendant earns more income than Plaintiff, and Plaintiff cannot maintain the lifestyle to which she has become accustomed on her income alone.
- 15) Therefore, Plaintiff is informed and believes that she is entitled to temporary and permanent alimony.

POSSESSION OF HOME

- 16) The Plaintiff currently reside at 30 Kings Cross Court, South Carolina 29902.
- 17) The Plaintiff owned this home prior to the marriage.
- 18) The Plaintiff is informed and believes that she should be granted temporary exclusive possession of the home and the Defendant should be required to secure alternate living arrangements.

EQUITABLE DIVISION OF ASSETS AND DEBTS

- 19) Plaintiff is informed and believes that the parties have acquired certain marital assets during the course of their marriage, including but not limited to vehicles.
- 20) Plaintiff is informed and believes that she is entitled to an Order of this Court equitably dividing all of the parties' assets, both *pendente lite* and permanently.
- 21) Plaintiff is informed and believes that the parties have acquired certain marital debts during the course of their marriage.
- 22) Plaintiff is informed and believes that she is entitled to an Order of this Court equitably dividing same, both *pendente lite* and permanently.

NON-MARITAL PROPERTY

- 23) Plaintiff is informed and believes that she has acquired certain non-marital property. Plaintiff asks this Court to inquire into such non-marital property and to award same to the Plaintiff, both *pendente lite* and permanently.

DISCOVERY

- 24) Plaintiff is informed and believes that she will require discovery in accordance with South Carolina Rules of Practice for Family Court and the South Carolina Rules of Civil Procedure in order to prosecute her claims adequately.

RESTRAINING ORDERS

- 25) Plaintiff is informed and believes the Defendant should be restrained from harassing, stalking, molesting, assaulting or otherwise interfering with the Plaintiff, both *pendente lite* and permanently.

- 26) Plaintiff is informed and believes that Defendant should be restrained from selling, encumbering, transferring, or otherwise disposing of any marital assets during the pendency of this litigation without the written consent of the Plaintiff, both *pendente lite* and permanently.

ATTORNEYS FEES AND COSTS

- 27) Plaintiff is informed and believes that the Defendant's misconduct has made this litigation necessary.
- 28) Plaintiff does not have sufficient funds to compensate her attorney for the services rendered in connection with this matter. Therefore, she is informed and believes that the Defendant should pay attorney's fees, both *pendente lite* and permanently.
- 29) Accordingly, Plaintiff is informed and believes that she is entitled to attorney's fees and suit money for purposes of this litigation.

RESTORE MAIDEN NAME

- 30) Plaintiff requests the Court to permit her to resume her maiden name of Robyn Dalelynn Smith Clevinger.

WHEREFORE based on the foregoing, Plaintiff respectfully requests the following relief:

- (a) A decree of divorce, *a vinculo matrimonii*, on the statutory grounds of physical cruelty and adultery;
- (b) In the alternative, a decree of separate support and maintenance;
- (c) Temporary and permanent alimony;
- (d) Possession of the home as requested above;

- (e) Discovery in accordance with South Carolina Rules of Practice for Family Court and the South Carolina Rules of Civil Procedure;
- (f) Restraining Orders as requested above;
- (g) Attorneys fees and costs as requested;
- (h) Restoration of Plaintiff's maiden name; and
- (i) Such other and further relief as this Court may deem appropriate.

Respectfully requested this 31 day of August, 2010.

KIKER LAW FIRM, P.A.

By: 

J. Brent Kiker
38-A New Orleans Rd.
Post Office Drawer 7965
Hilton Head Island, SC 29938
(843) 842-7300
(843) 842-6563 (Facsimile)

Hilton Head, South Carolina
Aug 31st, 2010

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE FAMILY COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
CASE NO. 2010-DR-07-1251

ROBYN CLEVINGER BLACKWELL,)

Plaintiff,)

vs.)

JOHN BLACKWELL,)

Defendant,)

ANSWER AND COUNTERCLAIM

Defendant answering the complaint herein respectfully responds as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the complaint not admitted, qualified, or explained is denied and strict proof is demanded.
2. The allegations of paragraphs One, Two, Three, Four, and Five are admitted.
3. The allegations of paragraph Six are denied and strict proof is demanded.
4. As to the allegations of paragraph seven, Defendant denies he physically abused Defendant on April 24, 2010 and strict proof is demanded. Defendant is without sufficient information to admit or deny whether a warrant is outstanding and therefore denies the same and demands strict proof.
5. The allegations of paragraph Eight are denied and strict proof is demanded.
6. The allegations of paragraphs Nine and Ten are denied and strict proof is demanded.

7. The Defendant admits so much of paragraph Eleven as alleges the parties ceased living together as Husband and Wife on or about June 1, 2010 and have no cohabited since that date. All remaining allegations are denied and strict proof is demanded.

8. The allegations of paragraphs Thirteen, Fourteen and Fifteen are denied and strict proof is demanded.

9. On information and belief the allegations of paragraph Sixteen are admitted.

10. The allegations of paragraphs Seventeen and Eighteen are admitted.

11. As to the allegations of paragraphs Nineteen, Twenty, Twenty-one, and Twenty-Two, Defendant is informed and believes the parties acquired no marital assets or marital debt and therefore denies the allegations and demands strict proof.

12. The allegations of paragraph Twenty-three are admitted.

13. The allegations of paragraphs Twenty-four, Twenty-five, Twenty-Six, Twenty-Seven, Twenty-eight, and Twenty-nine are denied and strict proof is demanded.

14. On information and belief, the allegations of paragraph thirty are admitted.

FOR A SECOND DEFENSE - Alimony Barred

15. Each and every allegation set forth above in paragraphs one through fourteen is reiterated as if set forth verbatim.

16. That the Plaintiff has engaged in sexual relations with another man since the parties separated.

17. That the Plaintiff's marital misconduct is an absolute bar to alimony.

FOR A THIRD DEFENSE - Recrimination

18. Each and every allegation set forth above in paragraphs one through seventeen is reiterated as if set forth verbatim.

19. Defendant denies marital misconduct and fault in the break up of the marriage, however, even if he did commit marital misconduct, the defense of recrimination is a bar to Plaintiff's request for a fault based divorce.

FOR A FOURTH DEFENSE AND BY WAY OF COUNTERCLAIM

20. Each and every allegation set forth above in paragraphs one through nineteen is reiterated as if set forth verbatim.

21. The parties were married on September 27, 2008 in August, Georgia.

22. That during the marriage and presently, the Plaintiff has been a resident of South Carolina and Defendant has been a resident of Texas.

23. That the parties cohabitated periodically during their marriage for short periods of time, estimated by Defendant to be a total of approximately 30 nights during the marriage.

24. That the parties have lived continuously separate and apart since June 1, 2010 and have no intention of reconciling.

25. That neither party is entitled to alimony.

26. That Defendant believes the parties have no marital assets or marital debts. In the event the parties did acquire marital assets or marital debts, Defendant is informed and believes the court should equitably divide the assets and debts.

27. That the Defendant has incurred attorneys fees in defending this action and is informed and believes the court should award him attorneys fees if the parties are unable to reach an amicable resolution of this litigation.

AGENCY I.D.
SC0070300

PORT ROYAL POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER
10-01472

INC. INTD.

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 16B - CRIMINAL DOMESTIC VIOLENCE		☒ YES ☐ NO	☐ YES ☐ NO	20		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.		☐ YES ☐ NO	☐ YES ☐ NO			
3.		☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE	
30 KINGS CROSS CT, PORT ROYAL SC				29935	40	
INCIDENT DATE		24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK
04/24/2010		1320		04/24/2010	1443	DISP. DATE DISP. TIME TIME ARRIVED DEPART. TIME
						04/24/2010 1324 1329 1443
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
CLEVINGER, ROBYN		#1 SE		0	S	O
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.
30 KINGS CROSS CT		PORT ROYAL		SC	29935	
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
CLEVINGER, ROBYN		#1 SE		0	S	O
HEIGHT		WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.	
5-2		100	BLN	BLU		
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.
30 KINGS CROSS CT		PORT ROYAL		SC	29935	
VISIBLE INJURY (VICT. 1) ☒ YES ☐ NO, EXPLAIN - Apparent Minor Injur						
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK DRUGS: ☐ YES ☒ NO ☐ UNK						
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction: S - State O - Out of State U - Unknown						
☒ SUSPECT		SUBJECT NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE
☐ RUNAWAY		BLACKWELL, JOHN WAYNE		W	M	45
☐ WANTED		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		ETH	DATE OF BIRTH	HEIGHT
☐ WARRANT				N	02/17/1965	5-7
☐ ARREST		ADDRESS		CITY	STATE	ZIP CODE
☐ JAIL		319 COUNTY ROAD 15500		PARIS	TX	75462
☐ SUMMONS		SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK		ARRESTED NEAR OFFENSE SCENE: ☐ YES ☒ NO	DATE/TIME OF OFFENSE	DATE/TIME OF ARREST
		DRUGS: ☐ YES ☐ NO ☒ UNK TYPE:		TOTAL # ARRESTED 0	04/24/2010 1320	
Offenses: CRIMINAL DOMESTIC VIOLENCE						
SYNOPSIS: I RESPONDED TO 30 KINGS CROSS CT IN REFERENCE TO A DOMESTIC DISTURBANCE. INTERVIEW WITH ROBYN CLEVINGER: MS CLEVINGER STATED THAT JOHN BLACKWELL, HER ESTRANGED HUSBAND, ARRIVED AT HER RESIDENCE A FEW DAYS AGO AFTER LOSING HIS JOB. MS CLEVINGER ASKED MR BLACKWELL IF SHE COULD LOOK AT HIS FACEBOOK PAGE. MR BLACKWELL TOLD HER TO GO TO THE STORE AND GET HIM SOMETHING TO EAT. MS CLEVINGER ASKED HIM AGAIN TO SEE HIS FACEBOOK PAGE. MR BLACKWELL BECAME ANGRY AND STARTED TO SHAKE. MR BLACKWELL BEGAN YELLING AND PUSHED MS CLEVINGER TELLING HER TO GO GET HIM SOMETHING TO EAT. MS CLEVINGER THEN TOLD MR BLACKWELL "THAT'S OK I CAN TELL BY YOUR ACTIONS THAT YOU HAVE A PAGE AND YOU DON'T WANT ME TO SEE IT". AS MS CLEVINGER WENT TO WALK AWAY MR BLACKWELL GRABBED HER BY THE ARMS AND SQUEEZED THEM AND WOULD NOT LET HER WALK AWAY. MS CLEVINGER TRIED TO PULL AWAY AND MR BLACKWELL SLAPPED HER IN THE LEFT SIDE OF THE FACE WITH AN OPEN HAND. MS CLEVINGER MANAGED TO GET LOOSE AND DIAL 911. MR BLACKWELL TOLD HER THAT IF SHE CALLED THE POLICE HE WOULD MAKE HER PAY. WHEN DISPATCHED ANSWERED THE CALL MR BLACKWELL QUICKLY GATHERED HIS						

P R O P E R T Y		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)					
Burned					
Count / Forged					
Dist / Damaged					
Recovered					
Seized					
Stolen					
Unknown					

A D M I N I S T		SUBJECT IDENTIFIED		SUBJECT LOCATED		REASON FOR EXCEPTIONAL CLEARANCE		APPROVING OFFICER		DATE	
		☒ YES ☐ NO		☐ YES ☒ NO		☒ ACTIVE ☐ ADM CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER		☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE, NO CUSTODY		REPORTING OFFICER(S)		DATE		UNIT NUMBER		FOLLOW-UP INVESTIGATION OFFICER		DATE	
		PFC HEIDI FRANCES LIGHT		04/24/2010		316		LT JOHN H GRIFFITH		04/26/2010	
								SGT SHANE WILLIAMS		04/26/2010	
										D3	

ROA_0701

AGENCY I.D.
SC0070300

PORT ROYAL POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER		NCIC	
10-01472		INQ.	ENTD.

ITEMS AND LEFT THE RESIDENCE. SEE WRITTEN STATEMENT.

OFFICER ACTION:

I OBSERVED RED MARKS ON THE INSIDE OF BOTH ARMS THAT APPEARED TO BE THE APPROXIMATELY THE WIDTH OF FOUR FINGERS. I RECEIVED A WRITTEN STATEMENT AND ISSUED MS CLEVINGER A VICTIM'S NOTIFICATION FORM. THE RESIDENCE DID NOT APPEAR TO BE IN DISARRAY. I PHOTOGRAPHED BOTH ARMS AND MS CLEVINGER'S FACE AND ADVISED HER TO CALL 911 IMMEDIATELY IF HE RETURNS. AN ARREST WARRANT FOR CDV WAS ISSUED FOR MR BLACKWELL.

SGT DIFALCO WAS ABLE TO CONTACT MR BLACKWELL VIA TELEPHONE. MR BLACKWELL WAS VERY UNCOOPERATIVE AND REFUSED TO MEET WITH US.

CLEAR

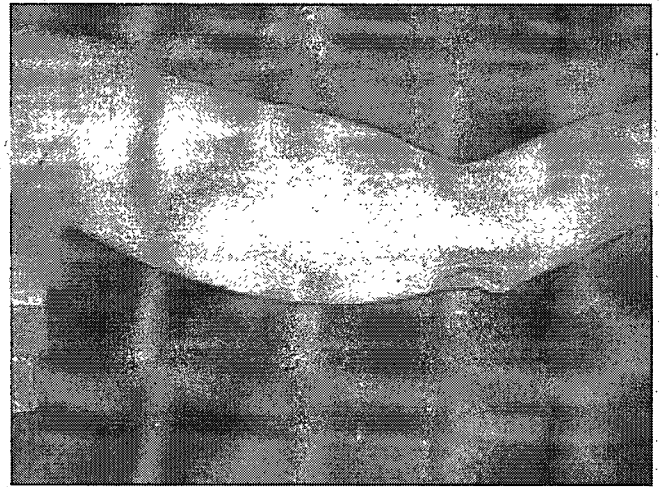
				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
P	TYPE (GROUP)						TOTAL VALUE
R	Burned						
O	Count/Forged						
P	Dist./Damaged						
E	Recovered						
R	Seized						
T	Stolen						
Y	Unknown						
A	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ UNFOUNDED	☐ ADM. CLOSED ☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER
M	REASON FOR EXCEPTIONAL CLEARANCE: 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO CUSTODY						
I	REPORTING OFFICER(S)	DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
N	PFC HEIDI FRANCES LIGHT	04/24/2010	316	LT JOHN H GRIFFITH		04/26/2010	302
S	FOLLOW-UP INVESTIGATION OFFICER ☒ YES ☐ NO SGT SHANE WILLIAMS				04/26/2010 D3		

ROA_0702

Incident Case #: 10-01472



I10-01472.JPG



I10-01472(1).JPG



I10-01472(2).JPG

printing of which additional may be required on you if this income is taxable and you fail to report it.

Copy C For EMPLOYEE'S RECORDS (see Notice to Employees).		2011 OMB No. 1545-0008	
a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld	
247-06-8723	3059.00	168.92	
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld	
57-0777818	3059.00	128.48	
	5 Medicare wages and tips	6 Medicare tax withheld	
	3059.00	44.36	
c Employer's name, address, and ZIP code ELLIS REALTY & INSURANCE AGENCY 701 1ST ST W HAMPTON SC 29924			
d Control number COOK			
e Employee's name, address, and ZIP code LYDIA C COOK P O BOX 396 VARNVILLE SC 29944			
7 Social security tips		8 Allocated tips	
		9 FDEA01101e 05/14/11	
10 Dependent care benefits		11 Nonqualified plans	
		12a Code See inst. for box 12	
13 Statutory employee		12b Code	
Retirement Plan		12c Code	
Third-party sick pay		12d Code	
SC	25002421-8	3059.00	160.00
15 State Employer's state ID number		16 State wages, tips, etc.	
		17 State income tax	
18 Local wages, tips, etc.		19 Local income tax	
		20 Locality name	

Form W-2 Wage and Tax Statement

Dept. of the Treasury - IRS

1099G

Rev 12/11

☐ CORRECTED

PAYER'S Name, Street Address, City, State, and Zip Code SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE 1550 GADSDEN STREET COLUMBIA, S.C. 29202 TELEPHONE: (803) 737-3071		COPY B RECIPIENT Statement of Certain Government Payments
PAYER'S Federal Identification Number 57-1057320	RECIPIENT'S Identification Number 247-06-8723	
RECIPIENT'S Name, Street Address (incl. apt. no.), City, State and Zip Code LYDIA COOK P. O. BOX 396 VARNVILLE SC 29944		
Account Number (optional)	CALENDAR YEAR 2011	1. Unemployment Compensation \$5,658.00
2. State or local Income Tax Refunds	3. Refund is for Tax Year	
4. FEDERAL Income Tax Withheld \$572.00	5. ATAA Payments \$0.00	
6. Taxable Energy Grants	7. Agriculture Payments	
8. The amount in Box 2 applies to income from a trade or business. ☐	9. Market Gain	
10a. State SC	10b. State Identification No. 253492233	11. State Income Tax Withholding \$399.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form 1099G

Department Of The Treasury - Internal Revenue Service



Department of the Treasury—Internal Revenue Service

Form **W-2** Wage and Tax Statement **2011**

COPY C- For EMPLOYEE'S RECORDS (See - Notice to Employee on the back of copy B.)

c Employer's name, address, and ZIP code REGIONS FINANCIAL CORPORATION REGIONS BANK P.O. BOX 11007 BIRMINGHAM AL 35288		OMB No. 1545-0008		1 Wages, tips, other compensation 18396.38		2 Federal income tax withheld; 2022.02	
e Employee's name, address, and ZIP code LYDIA C. COOK P.O. BOX 396 VARNVILLE, SC 29944		7 Social security tips		3 Social Security wages 18396.38		4 Social security tax withheld 772.65	
		8 Allocated tips		5 Medicare wages and tips 18396.38		6 Medicare tax withheld 266.75	
		10 Dependent care benefits		10 Nonqualified plans .00			
		12a See instructions for box 12 C 30.96		12b .00		12c	
		12d		13 Statutory Retirement Third-party emp plan sickpay		14 Other UNWAY 32.50	
		b Employer identification number (EIN) 63-0371391		a Employee's social security number 247-06-8723			
		15 State Employer's state ID number SC 25370499-6		16 State wages, tips, etc. 18396.38		17 State income tax 1131.00	
		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

ROA_0704

Copy C For EMPLOYEE'S RECORDS (see Notice to Employees).		2012 OMB No. 1545-0008	
a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld	
247-06-8723	2085.00	109.74	
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld	
57-0777818	2085.00	87.57	
	5 Medicare wages and tips	6 Medicare tax withheld	
	2085.00	30.23	
c Employer's name, address, and ZIP code ELLIS REALTY & INSURANCE AGENCY 701 1ST ST W HAMPTON SC 29924			
d Control number COOK			
e Employee's name, address, and ZIP code LYDIA C COOK P O BOX 396 VARNVILLE SC 29944			
f DEFA0110L 09/04/12			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12	
13 Statutory employee	14 Other	12b Code	
Retirement Plan		12c Code	
Third-party sick pay		12d Code	
SC 25002421-8	2085.00	108.00	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS

1099G
Rev 12/12

☐ CORRECTED

PAYER'S Name, Street Address, City, State, and Zip Code SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE 1550 GADSDEN STREET COLUMBIA, S.C. 29202 TELEPHONE: (803) 737-9071		COPY B RECIPIENT Statement of Certain Government Payments
PAYER'S Federal Identification Number 57-1057320	RECIPIENT'S Identification Number 247-06-8723	
RECIPIENT'S Name, Street Address (incl. apt. no.), City, State, and Zip Code LYDIA C COOK PO BOX 396 VARNVILLE SC 29944		
Account Number (optional)	CALENDAR YEAR 2012	1. Unemployment Compensation \$6,730.00
2. State or local Income Tax Refunds	3. Refund is for Tax Year	
4. FEDERAL Income Tax Withheld \$87.00	5. ATAA Payments \$0.00	
6. Taxable Energy Grants	7. Agriculture Payments	
8. The amount in Box 2 applies to income from a trade or business. ☐	9. Market Gain	
10a. State SC	10b. State Identification No. 253492233	11. State Income Tax Withholding \$61.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form 1099G Department Of The Treasury - Internal Revenue Service

Department of the Treasury—Internal Revenue Service

d Control number 10067868	1 Wages, tips, other compensation 8406.46	2 Federal income tax withheld 536.90
OMB NO. 1545-0008	3 Social security wages 9094.24	4 Social security tax withheld 381.96
	5 Medicare wages and tips 9094.24	6 Medicare tax withheld 131.87

c Employer's name, address and ZIP code
STATE OF SOUTH CAROLINA, COMPTROLLER GEN
1200 SENATE STREET ROOM 305
COLUMBIA SC 29201

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 DD 1986.80
12b 38.70	12c	12d
b Employer identification number (EIN) 01-0936007	a Employee's social security number 247-06-8723	
13 Statutory employee Retirement plan Third-party sick pay X	14 Other	

e Employee's name, address and ZIP code
LYDIA C COOK
367 PALMETTO AVE PO BOX 396
VARNVILLE SC 29944

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2012	15 State Employer's state ID No. SC 25541442-0	16 State wages, tips, etc. 8406.46
W-2 Wage and Tax Statement Copy C - For EMPLOYEE'S RECORDS (see Notice to Employee on the back of Copy B.)	17 State income tax 475.94	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

PURSUANT TO WARRANT OF
RICHARD ECKSTROM
COMPTROLLER GENERAL

STATE OF SOUTH CAROLINA

Office Of State Treasurer

CURTIS M. LOFTIS, JR
STATE TREASURER

Pay Period: 11/17/2013 through 12/01/2013				Name: LYDIA C. COOK		Personal No. 10067863	
Earnings	Hours	Current	YTD	3002 Ben-Health-SHP EE Pre-	204.52	1,327.84	
Salaried Non-Exempt		1,091.70	26,200.80	3005 Ben-Opt Life EE Pre-ta	14.31	343.44	
				3009 Ben-Dental Plus Pretax	11.30	271.20	
Total Earnings		1,091.70	26,200.80	3010 Ben-Vision EE Pre-tax	11.64	100.88	
				3011 Ben-Tobacco EE Pre-tax	60.00	60.00	
				2205 Corr Peace Officers Po	2.50	60.00	
				3506 Ben-OptLifeSpouse Post	8.18	8.18	
				3507 Ben-SLTD EE Post-tax	3.02	72.48	
				Total Deductions	401.20	4,173.16	
Imputed Income							
		4.30	103.20				
Taxes	Tax Type	Status	EXMT AddlAmt	Cur Tax	YTD Tax	Cur Txbl Earn	YTD Txbl Earn
Federal	Withholding	Married		36.27	1,397.18	708.50	22,271.50
Federal	Social Security			49.23	1,500.23	794.09	24,197.28
Federal	Medicare			11.51	350.86	794.09	24,197.28
South Carolina	Withholding			37.10	1,259.08	708.50	22,271.50
Total Taxes				134.11	4,507.35		
PALMETTO STATE BANK	008429	Checking		556.39			

LYDIA COOK LOST INCOME

Terminated June 30, 2011 Amount of Regions W-2 for 2011 = \$18,396.38

Projected Earnings for 2011 - \$18,396.38 X 2 = \$36,792.76

<u>YEAR</u>		<u>INCOME</u>	<u>YEARLY LOST INCOME</u>
2011			
	Regions	\$18,396.38	
	Ellis Insurance Agency	\$3,059.00	
	Unemployment	\$5,658.00	
		\$27,113.38	\$36,792.76 - \$27,113.38 = \$9,679.38 Lost in 2011
2012			
	Ellis Insurance Agency	\$2,085.00	
	Unemployment	\$6,730.00	
	Prison	\$9,094.24	
		\$17,909.24	\$36,792.76 - \$17,909.24 = \$18,883.52 Lost in 2012
2013	Prison	\$1,091.70 X 24 Pay Periods = \$26,200.80 Annual Salary	\$36,792.76 - \$26,200.80 = \$10,591.96 Lost in 2013
2014	Prison		\$10,591.96
2015	Prison		\$10,591.96
2016	Prison		\$10,591.96
2017	Prison		\$10,591.96
2018	Prison		\$10,591.96
2019	Prison		\$10,591.96
2020	Prison		\$10,591.96
2021	Turns 66 ½ on September 25, 2021	\$36,792.76 x (10/12) = \$30,537.99 on Regions Salary	\$9,703.99
		TOTAL LOST INCOME	\$123,002.57





ROA_0708

PLAINTIFF'S
EXHIBIT

2. Clevinger

Privileged

From: Robyn S. Clevinger/platformSC/REGIONS
To: Holly Johnson/HR/MGM/RFC@RFCNOTES
Date: 06/01/2011 01:20 PM
Subject: [Confidential] Fw: photos of arm

I didn't know if you were interested in these photos of the bruises Lydia left on my arms.

Robyn S. Clevinger
Branch Manager
Hampton Branch
Assistant Vice President
Phn 803-943-2113
Fax 803-943-4507

----- Forwarded by Robyn S. Clevinger/platformSC/REGIONS on 06/01/2011 01:19 PM -----

photos of arm

Raven C to: robyn.clevinger

05/31/2011 07:19 AM



ROA_0710

5/26/11

BSM meeting.

I noticed that Robyn appeared to have a stiff neck & during a break I asked her if she was OK. She teared up and said that she was going to talk to me about it tomorrow when I was visiting her in her branch.

I asked her to come into an office w/ me to discuss. We did - she said that Lydia Cook injured her by shaking her on 5/10/11. 5/9 after 4.

- Lydia had an outburst on teller line. Robyn was in her station looking for it in her ES. She found it & Lydia put her left arm around her (Clemmer's) back & her right hand on her arm & left hand on left arm from behind. Said thank you & started to give her a hug. The hug turned into shaking Robyn & a fit of rage.

- Suzanne walked in, saw what was happening & said "Lydia,

What are you doing? Stop it "

Robyn says she has bruises on both arms & that her neck had been injured.

I asked her & that's when she described what happened. I asked if she had called HR & she said she had called Barbara Sompkins & told her what happened & that Barbara referred her to Holly.

Robyn also told me she had pictures of her bruised arms. I asked if she had gone to see a doctor & she said she was trying to get in to see the chiropractor but that she worked too late to get in. I told her she had to go see a doctor if she needed to.

Robyn said she was waiting to call Holly until she was back in the office on 5/27.

She said she was afraid & embarrassed & stayed arms' length away from Lydia now & did not

allow herself to be in a room
alone with her.

R. Said "huda stop"

Suzanne came from behind her & said what are you
doing? Stop!

Comment from Suzanne "looked like a rag
doll, like her head was going to
come off".

1st Report

Aggressive → verbal & actions.

To talk to you / Before you even get treatment?

Blush 4+ 4:30 Robyn S. Clvinger

30 Kingscross Court

Beaufort, SC 29902

843-441-9249

803-943-2113

mostly neck, down into shoulder blades
left side of neck mostly. hurts most.
muscle strain

~~no~~ headaches for 1½ week

1 bruise on the back of her upper arms.

Called her chiro - told her heat & ice & muscle rub.

Concern is that she will do it again.
Try not to be left alone in the room
with her. Her attitude is very aggressive
to everyone.

Snaps bad attitude, slams everything
Miss Joan says she was being a "B".

But of it is being on the taller line.

Felt like she was retaliating negative
energy.

Suzanne commented @ the bruises on
the bruises on your arms -

"Oh my gosh, are those from yesterday?"
Craig took a picture.

5/2
Left her keys in the drawer & sent to
make copy.

Patty Rata

we should have been more proactive
to have a ROM in there much more
than Kelly was.

5/24

After R & D left the branch - can it
source something off of you like when
I was a branch manager?

Told "force balancing" to Nic.

Felt she was trying to make a
much bigger issue than what it
really was.

Everyone humanely possible needs to
really embrace Suzanne.

Robin will call her daily.

Action coming out of
the audit has been attached to this W/W.
The summary is with regard that the
BSM, the areas in his action

plan

As well as her resp. as mng
that action plans ~~are~~

within the timeframe

Failure to assure for the
time
that all pol. & proc. implemented
are in
place & properly being executed
upon by all staff of the
Langston Branch.

Failure to do so

4 consecutive Q of failed
GBVs with repeated violations

as well as of the 2011
Corporate Audit.

5.31-11

lydia Cell 505.716-1100 Home 803 943 3045

1. Incident on 5/09 - Trouble balancing; Robyn assisted
What occurred. Nothing; Asked if she needed any contact -
Hug & kiss Nobody interrupted; nothing said
After closing, Dabbling; inculcating sale - Couldn't believe
Robyn would stoop that low to make something
like this up.
Later said:
Suzanne - may have said something - Laughed
Believes hug was front to front - Asked her to show
me - Hugged from
front & kissed my
face
Am a hugger - wouldn't hurt anyone!
Feel like they've teamed up on me Can't believe they'd
make this up to get me

2 Vault Shipment / Balancing Vault 5/26 1:27

Problems getting down on the floor in vault.

1st time having vault - No authorization to run tickets
Not to complete official checks

Strap counted Weps - Suz checked off
everything balanced

In a.m. 5/27 Late afternoon

Piggy Wiggly change order needed before lunch
- Unsure whether that change order was correct or not
Very

Remembered putting 2 add'l Straps

1100 in 1's in there but should have been 1200 in 1's

Tell she had shorted him \$ 200 100

Cement Shortage - don't know - huge



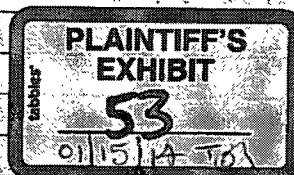
pg 1 of 3

REGIONS-000035

Per Lydia - Rosy hasn't shown any sign of problem - has
been rearranging all month:

Moved metal file cabinet - beginning of May
Moved refrigerator from her truck
Moved copiers around

hasn't acted like anything wrong with her neck -
has moved everything around all month



P8333

531-41

REGIONS-000037

4/2 Lydia phoned - just got message about Admin
LMA WSP page

Shared add'l concerns - see notes
Wanted to know what we learned about
Vault tickets - Explained that I was
not in a position to discuss the investigation -
ROM would be completing their work. Corp Sec
their investigation & I would be meeting w/
them once everyone had concluded - At that
point I would meet w/ her once final
determination made to either return her to work
or if termination was the result

What 2 issues
on Admin LMA Vault - Explained
(Outage in the vault)
(3) Robyn - (Workplace Violence Issue)

God as my witness - for a hugger

Can't believe they concocted

Never knew for extreme she would go to to
save her job
I am just in shock

I'm just a basket case right now

Lydia asked if Robyn was being put on
Admin leave or just her - I advised
Lydia that Robyn had been reassigned
from Br. Mgr. to BTL @ Bluffton &
would not be returning to the Br.
She thanked me for my helpful taking time w/ her
I told Lydia that I didn't want to upset her
further, but



REGIONS-000088



Code of Business Conduct and Ethics



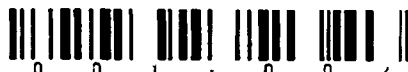
Regions Financial Corporation

July, 2010



REGIONS-000267

ROA_0720



III. WORK ENVIRONMENT

Regions strives to provide a safe and healthy work environment for all associates. We expect our associates to follow all corporate and local policies designed to maintain a safe, productive and healthy work environment.

A. Fair Employment Practices and Diversity

Regions believes that diversity in our staff is critical to our success as a multi-state financial service institution, and we seek to recruit, develop and retain the most talented people from a diverse candidate pool. Advancement at Regions is based on talent and performance. We are fully committed to equal employment opportunity and compliance with the letter and spirit of the full range of fair employment practices and nondiscrimination laws. In addition, retaliation against individuals for raising claims of discrimination is prohibited.

B. Harassment and Intimidation

Regions prohibits sexual or any other kind of harassment or intimidation, whether committed by or against a supervisor, co-worker, customer, vendor or visitor. Harassment, whether based on a person's race, gender, color, creed, religion, national origin, citizenship, age, disability, marital status, sexual orientation, ancestry, veteran status or socioeconomic status, is prohibited by our no harassment policy and completely inconsistent with our tradition of providing a respectful, professional and dignified workplace. You must never use company systems to transmit or receive electronic images or text of a sexual nature or containing ethnic slurs, racial epithets or any other material of a harassing, offensive or lewd nature. If you believe that you are being subjected to harassing behavior, or if you observe or receive a complaint regarding such behavior, you must report it immediately to your department manager, any Human Resources Representative or the Manager of Corporate Associate Relations. Regions will promptly investigate all allegations of harassment or discrimination and will take appropriate corrective action. Retaliation against individuals for raising claims of harassment or discrimination is prohibited.

C. Promote a Positive Work Environment

Providing an environment that supports honesty, integrity, respect, trust, responsibility, and citizenship permits us the opportunity to achieve excellence in our workplace. You must contribute to the creation and maintenance of such an environment. In this regard, our officers and management personnel assume special responsibility for fostering a work environment that is free from the fear of retribution and will bring out the best in all of us. Supervisors must be careful in using words or conduct to avoid placing, or seeming to place, pressure on subordinates that could cause them to deviate from acceptable ethical behavior.

D. Workplace Violence is Not Tolerated

Regions mandates a "zero tolerance for violence" environment and seeks to prevent violent incidences from occurring. Violence includes, but is not necessarily limited to, physically harming another, verbally assaulting, shoving, pushing, harassment, intimidation, coercion, brandishing a weapon, and threats or talk of violence. You must report any incident that may involve a violation of this policy. For full details see the Threatening Conduct and Workplace Violence Policy on llfc@regions.

E. Personal Relationships With Subordinates and Co-workers

Consensual dating or other romantic social relationships with subordinate associates or with co-workers creates workplace risks such as sexual harassment, conflicts of interest, and diminished workplace productivity. As a result, Regions does not encourage these relationships. Those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other associates, or creates conflicts of interest.

It is Regions' policy that if a relationship exists between an associate and a co-worker over whom the associate exercises supervisory responsibility, then the supervising associate must immediately report the relationship to his or her local or regional Human Resources representative, or to the Manager of Corporate Associate Relations. Regions reserves the right to take appropriate action, including the transfer of one or both of the associates to another department or the termination of one or both of the associates.



No-Harassment Policy

Effective Date: January 1, 2007

Revision Date: April 1, 2007

Regions is committed to maintaining a work environment that is free from harassment and in which associates at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. Regions does not authorize and will not tolerate any form of harassment based on the following factors:

Race, sex, national origin, age, disability, religion, sexual orientation, veteran status, or any other characteristic that is protected by law.

Examples of "harassment" that is covered by this policy include: offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the Associate's race, sex, national origin, age, disability, religion, sexual orientation, veteran status, or any other characteristic protected by the law that would make a reasonable person expecting such behavior feel uncomfortable or would interfere with the person's work performance.

The examples above are not intended to be an all-inclusive list. It is impossible to list every type of behavior that could be considered harassment in violation of this policy. In general, any conduct based on these traits that could interfere with an individual's work performance or could create an offensive environment will be considered harassment in violation of this policy. ***This is true even if the offending Associate did not mean to be offensive. It is essential that Associates be sensitive to the feelings of others.***

Sexual Harassment

Sexual harassment is illegal workplace harassment that occurs due to the sex or gender of the victim. Sexual harassment can consist of unwelcome sexual advances, requests for sexual favors, or other verbal or physical acts of sexual or gender-based nature. Sexual harassment, whether opposite-sex or same-sex, is strictly prohibited.

Examples of Prohibited Conduct

The following are examples of the types of behavior that may be considered sexual harassment in violation of this policy. These are examples and are not intended to exclude other actions that may constitute prohibited harassment.

- Sexually offensive jokes or comments
- "Sexist" comments or behavior (conduct that demeans other individuals because of their sex, even if not vulgar, lewd, or sexually provocative)
- Physical assaults or other touching that is sexual in nature
- Promising favorable treatment or threatening unfavorable treatment based on associate's response to sexual demands
- Displays of sexually oriented reading materials or pictures, including electronic materials
- Punishing an associate for complaining about sexual harassment, including but not limited to, any of the above

Harassment Based on Race, National Origin, Age, Disability, Religion, or Sexual Orientation

Harassment based on race, national origin, age, disability, sexual orientation or religion deserves special mention and is also strictly prohibited. Examples of the types of behavior

that will be considered harassment based on these characteristics include but are not limited to:

- Jokes or negative comments about these characteristics
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials
- Vandalism or "pranks" based on these characteristics
- Name-calling based on these characteristics
- Punishing an associate for complaining about these types of harassment

Special note about religion: It is not a violation of this Policy for you to discuss religion or to read or view religious materials, at work during non-working time. However, if you do so, you should be sensitive to and respectful of the different beliefs (or lack of beliefs) of others. Religious practices that intervene with job performance, excessive beliefs, different beliefs, or lack of belief, may be considered "harassment" within the meaning of this Policy.

"Harassing" Use of Company Computer System

Use of company computer system for any harassing purpose (as defined above) will be treated as a violation of both this No-Harassment Policy and Regions Computer Usage Policy. Examples of "dual violations" include but are not limited to:

- Using email or instant messaging to transmit messages, jokes, or other material defined as "harassing" in this Policy (*this includes forwarding or saving such material that has been sent to you by others*)
- Viewing pornographic or other offensive sites (such as racist websites) on company computers, including company-issued laptop computers
- Electronic "pranks" (for example: "mail-bombing" or "spamming") based on sex, race, national origin, age, disability, or religion of the victim, or in retaliation for a harassing complaint

If you receive an unwanted message on the company computer system, you should delete it immediately. If the problem reoccurs, you should report it to your local Human Resources Representative or to Corporate Associate Relations.

This Policy obviously applies to activities conducted on workplace computers, but it also applies to transmission from "outside" computers if the intended recipient finds the material unwelcome and is an associate, customer, or vendor of the company or is in some other business relationship with the company.

Your Responsibility

Regions cannot resolve matters that it does not know about. You have a duty to immediately report harassment so that the company can try to resolve the situation. You should report harassment when:

- You believe that you have been or are being harassed
- You believe that someone else has been or is being harassed

That is true whether the alleged harasser is an associate, supervisor or manager, or even a non-employee, such as customer or vendor with whom the company does business.

To report harassment, you should contact your local Human Resources Representative or Corporate Associate Relations. These individuals have been trained to respond appropriately to reports of harassment. (You may also contact the Speak Up Hotline at 1-888-270-5934.

Investigations of Harassment

Once your report has been received, Regions will:



- Conduct a prompt and thorough investigation
- Discuss the results with the complaining associate and, where appropriate, the action to be taken
- Keep the investigation and results as confidential as possible
- If the complaint is verified, take appropriate disciplinary action, up to and including termination of employment

No Retaliation for Good-faith Complaints

You will not be punished for bringing a good-faith report of harassment to the company's attention or for cooperating in an investigation. If you believe you have been retaliated against for making a good-faith complaint of harassment or participating in a harassment investigation, you should contact your local Human Resources Representative or Corporate Associate Relations.

Our Commitment to an Effective No-Harassment Policy

Finally, if you feel Regions has not met its obligations under this policy, or if you are not satisfied with the way in which your report of harassment was handled, you should contact Corporate Associate Relations Manager. An effective No-Harassment Policy depends on all associates working together to address this very important subject.

Corporate Associate Relations Contact

Lisa Mead SVP, Corporate Associate Relations 205-326-4808



Open Door

Effective Date: January 1, 2007

Regions is committed to encouraging open and honest communication and resolving Associate disputes and complaints in a fair and reasonable manner. Regions strives to ensure that you have the opportunity to provide your input into any decision affecting your employment.

You should communicate with your supervisor concerning any issues arising out of or potentially affecting your employment. Although there is no formal grievance procedure or appeals of disciplinary or corrective actions, if you do not receive a satisfactory response, you should communicate with the next level of management or with your Human Resources Representative.

If you are uncomfortable communicating with management or Human Resources, you may call the Speak Up Hotline at 1-888-270-5934.



Threatening Conduct and Workplace Violence

Effective Date: January 1, 2007

In order to facilitate order and safety in the workplace, Regions forbids violent threatening or intimidating conduct and forbids the unauthorized possession of weapons on company premises or while engaged in company business.

Violence Prohibited

Regions maintains a "zero tolerance for violence" environment. Violence includes, but is not necessarily limited to the following:

- Physical harm;
- Shouting;
- Shoving;
- Pushing
- Harassment;
- Intimidation;
- Coercion;
- Damage of property;
- Possessing or brandishing a weapon or other threatening or intimidating object;
- Blackmail or extortion;
- Threats of any other prohibited conduct; or
- Any other conduct that has the intention of causing fear for physical safety or feelings of intimidation.

If you engage in violence, you will be subject to discipline up to and including discharge and reporting to the appropriate law enforcement authorities.

Notification Obligations and Immediate Contacts

It is the responsibility of all associates to report behavior that is perceived as threatening, violent, or potentially violent to their immediate supervisor and the respective Human Resources Manager. Threats or violent behavior that require immediate attention should be reported to local law enforcement (911) and to Corporate Security.

A special team, comprised of multi-disciplinary members, has been formed to help the company investigate reports, assess and evaluate risks and implement actions to remedy potentially threatening or violent situations.

All reports of threats are confidential and will only be shared with those who have a need to know. All reports are taken seriously and will be investigated thoroughly.

No associate acting in good faith, who reports real or implied violent behavior, will be subject to retaliation or harassment based upon his/her report.

Designated Contacts

- Corporate Security 205-801-0140
- Regions Financial Corporation Office of the General Counsel 205 326-7317
- Corporate Associate Relations 205-326-4808



Response to Violence

If you are engaged in a situation involving violence in the workplace, you must:

- Act quickly to defuse and calm the situation.
- Not engage in any reaction that encourages or incites further violence. In other words, do not respond with violence. Do not raise your voice. Do not use words that threaten or incite anger.
- Call for assistance by Corporate Security and/or law enforcement authorities if the situation warrants it.
- Report the incident to Corporate Security and/or law enforcement as soon as it is safe and practicable to do so.



Workplace Safety

Effective Date: January 1, 2007

It is your responsibility to help maintain a safe and secure workplace. Due to the seriousness of workplace safety, Regions has a multidisciplinary team that may be activated at any time depending on the situation. These situations include, but are not limited to:

- Accident Prevention
- Security of our employees and buildings
- Procedures for evacuating the building
- Notification process for inclement weather
- Procedures relating to bank robberies

As a Regions associate you are responsible for:

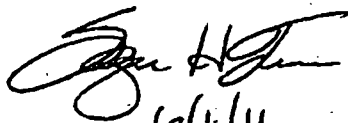
- Reporting suspicious individuals or packages in our buildings
- Immediately reporting threats made by customers or employees to your manager, Human Resources representative and/or Corporate Security.
- Observe security guidelines for our buildings
- Follow general safety guidelines for our respective work areas to help prevent accidents and injuries.

To further prevent workplace accidents and injuries you should immediately report needed repairs to CB Richard Ellis at 1-800-221-7471.

REGIONS-000275



On 5/9/11, Lydia was out of balance. Robyn came over to help count her drawer, and found ~~the~~ her money. Lydia grabbed Robyn from the side and wrapped her arms around her and began shaking her. When she was shaking her, she (Lydia) was saying "Thank you! Thank you! Thank you! Thank you!". When I looked over and saw her shaking Robyn, ~~Robyn's~~ head was going in the opposite direction as her body. I ~~asked~~ ^{said to Lydia} "What are you doing?!" She just laughed and didn't say anything. Robyn never said anything to Lydia. She just stood there for a moment, and then walked away. ~~When~~ When she shook her, it didn't seem like a friendly shake, or a normal pat on the back that you would give someone. It seemed very aggressive. The next day I noticed that Robyn came in ~~very stiff~~ and was not touching her head. She seemed very stiff. I ask her what she did and she came in her office. She told me that Lydia had hurt her the day before. She said that she had two knots, one on each side of her neck. ~~She said that~~ ^{Two} days later, she had a bruise on the back of each arm, that looked like a thumb print. ~~Ya said that it was a thumb print.~~


6/1/11

REGIONS-000012



PROGRESSIVE DISCIPLINE FORM
Written Warning

To: Lydia Cook

From: Andree Lloyd

Date of Incident: 5/2/2011, 5/17/2011, 5/25/2011

Department: Hampton **ID:** Y4BK12 **SSN:** 247-06-8723

RE: Written Warning

5/2/2011- Failure to secure bank funds by leaving her keys in her drawer and leaving her workstation to make a copy.

5/17/2011- Failure to maintain confidential customer information by walking out of the vault to make a copy, leaving a safety deposit box customer alone in the vault.

5/25/2011- Failure to complete assigned duties: the task of reviewing the \$1000 or Greater View Report is assigned to Lydia and proper reviews and follow through have not been completed.

A Written Warning has been issued to emphasize that immediate improvement in performance is expected. Associate was informed that failure to achieve and sustain improvement in this area or to maintain all standards of performance for her position will result in further disciplinary action, up to and including termination of employment.

Action Items:

Expectations: Lydia is expected to comply with all policy and procedures as it pertains to her job her at Regions Bank.

Action Plan: Expectation is for immediate improvement and for Lydia to have a clear understanding of expectations and policies. She needs to take responsibility and accountability for her actions in her job. Lydia needs to review the policy and procedures and have a full understanding of what is expected of her.

Any further performance issues and/or policy or procedure violations will result in further disciplinary action, up to and including termination of employment. This warning is effective for one year from the date of issue.

My signature below indicates that I have received a copy of this memo.

Associate's Signature:

Date:

Supervisor's Signature:

Date:

Witness Signature (if applicable): _____



Associate's Comments:

I do agree with the keys.
I did not see the boy when he was always there.
I was not there the boy was in the school
area.

Date Received by Human Resources: _____

Human Resources Signature: _____

CC: Associate (copy)
Associate Personnel File (signed copy)
Area HR Generalist GADO635008 (signed copy)
HR Central File AL-MGM-RT-BA (signed original)

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-25-343

LYDIA COOK,

Plaintiff,

v.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

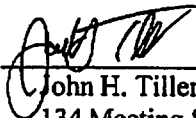
FILED
2013 OCT 30 AM 11:16
CLERK OF COURT
HAMPTON COUNTY, S.C.

PLEASE TAKE NOTICE that the Defendants, above-named, through their undersigned attorney, will move at a time and place to be arranged by the Court and counsel involved for an Order granting them summary judgment in this case.

This motion is made pursuant to S.C.R.C.P. 56 and is based upon the grounds that the Plaintiff is unable prove the necessary element of publication and, if there is any evidence of publication, any such communication would be privileged. As such, there is no genuine issue of material fact for a jury to consider and the Defendants are entitled to summary judgment.

This motion will be supported by applicable law, deposition testimony and discover exchanged to date, a memorandum of law to be submitted to the Court in advance of any hearing, the arguments of counsel, and any other material the Court may receive.

HAYNSWORTH SINKLER BOYD, P.A.

By: 

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October 29, 2013
Charleston, South Carolina

DM: 1930621 V.1

ROA_0732

CAUSE NO. 2011-CP-25-343

LYDIA COOK,	)	STATE OF SOUTH CAROLINA
Plaintiff,	)	
	)	
v.	)	COUNTY OF H A M P T O N
	)	
REGIONS BANK AND ROBYN	)	
CLEVINGER,	)	
Defendants.	)	COURT OF COMMON PLEAS

ORAL VIDEOTAPED DEPOSITION OF

JOHN BLACKWELL

December 18, 2013

ORAL VIDEOTAPED DEPOSITION OF JOHN BLACKWELL, produced as a witness at the instance of the Plaintiff and duly sworn, was taken in the above-styled and numbered cause on Wednesday, December 18, 2013, from 5:58 p.m. to 6:30 p.m., before JAMES M. PLAIR, Certified Shorthand Reporter in and for the State of Texas, reported by computerized stenotype machine at the offices of COASTAL REPORTING SERVICE, 13301 East Freeway, Suite 202, Houston, Texas 77015, pursuant to the South Carolina Rules of Civil Procedure and the provisions stated on the record or attached hereto.

1 Q. And how long did you stay in Louisiana?

2 A. Twenty -- since I was 24 years old.

3 Q. And, at some point in time, did you come to
4 South Carolina?

5 A. Yes, sir.

6 Q. And when was that?

7 A. September of 1988.

8 Q. And did you come to go to work there?

9 A. Yes, sir.

10 Q. And what did you do?

11 A. I worked at a Pontiac dealership in Augusta,
12 Georgia.

13 Q. And what was your job there?

14 A. I was a mechanic.

15 Q. Okay.

16 And, at some point in time, while you were
17 in South Carolina, did you meet Robyn Clevinger?

18 A. Yes, sir.

19 Q. And how did y'all come to meet each other?

20 A. Over the Internet.

21 Q. And was it a dating service, that type thing?

22 A. Yes, it was.

23 Q. And when did you first meet Ms. Clevinger?

24 A. In '05, sometime.

25 Q. 2005?

1 A. Yes, sir, 2005.

2 Q. And where were you living at that time?

3 A. Johnston, South Carolina.

4 Q. And where was she living?

5 A. Port Royal, South Carolina.

6 Q. And did y'all enter a relationship after a
7 while?

8 A. Yes, sir.

9 Q. And, if you would, just tell me about your
10 relationship, how it started and progressed and so forth.

11 A. I would go to Beaufort, Port Royal, Beaufort,
12 wherever it was. She would come to Johnston. I had a
13 mechanic shop in north August. She would show up at my
14 mechanic shop, stay all weekend, and it was just -- it
15 progressed after that.

16 Q. Had you been married before?

17 A. Yes, sir.

18 Q. And had -- did you know that she had been
19 married before?

20 A. Yes, sir. I found out.

21 Q. And so you started in 2005 and, eventually, did
22 you and Robyn Clevinger decide to get married?

23 A. Yes, sir.

24 Q. And approximately when was that?

25 A. That we decided to get married or that we got

1 married?

2 Q. That you got married.

3 A. September 27th of '08 or '09.

4 Q. And the complaint that was filed against you for
5 divorce says September 27th, '08.

6 A. Okay.

7 Q. Does that sound --

8 A. '08.

9 Q. -- sound correct?

10 A. Yeah.

11 Q. And where did you get married?

12 A. Augusta, Georgia.

13 MS. BOWER: I'm sorry. Mr. Blackwell, if
14 you could, please, speak up just a little bit. Thank you.

15 A. Got married in Augusta, Georgia.

16 Q. (BY MR. PARKER) And did you continue to live in
17 the Augusta area and did Ms. Clevinger continue to live in
18 the Beaufort area?

19 A. I was living in -- back in Louisiana.

20 I was working in Garyville, Louisiana, when
21 we got married, and I continued to live in Louisiana. She
22 was still in South Carolina.

23 Q. And would y'all -- you go back and forth from
24 Louisiana to Beaufort and her from Beaufort to Louisiana?

25 A. Yes, sir.

1 Q. And what was your job in Louisiana?

2 A. Marathon refinery in Garyville, Louisiana.

3 Q. And what did you do for Marathon Oil?

4 A. Cranes, rigging on cranes, operating cranes.

5 Q. And is that a trade you have, is to operate
6 cranes?

7 A. Yes, sir. Well, I actually rig on the cranes.
8 I don't operate anymore.

9 Q. You do the rigging. What --

10 A. Yes, sir.

11 Q. What does that mean, precisely?

12 A. I pick everything up. You know, we...

13 Q. After you became married in September of '08,
14 how was y'all's relationship?

15 A. Rocky.

16 Q. And I have before me a report to the Port Royal
17 Police Department that's dated 4-30 of '08, which would be
18 before you were married, about which Ms. Clevinger states
19 that you were an ex-boyfriend.

20 MR. GRIFFITH: I object to the form.

21 Q. (BY MR. PARKER) Okay. There is an objection to
22 the form, but I'll ask you a question about it.

23 In the -- in the report from the Port Royal
24 Police Department that's dated 4-30 of '08, Ms. Clevinger
25 makes a complaint that she keeps receiving text messages

1 All I got was "come to Beaufort," you know,
2 or "give me a plane ticket to come down there."

3 Q. And after you were married to Ms. Clevinger, did
4 y'all continue this long-distance relationship?

5 A. Yes, sir.

6 Q. And how was it?

7 A. Well, it was fun when I was there, and it was
8 just fussing and complaining when I wasn't.

9 Q. And, at some point in time, did she, in fact,
10 make a report to the Port Royal Police Department?

11 A. Yes, sir. Afterward, yes, sir.

12 Q. And we have an incident report that's dated 4-24
13 of '10. Do you recall that incident?

14 A. Yes, sir.

15 Q. And what happened?

16 A. You want the full story?

17 Q. The full story.

18 A. We had gotten in from a vacation late Friday
19 night, got up about 7:00 o'clock Saturday morning. I went
20 down to the kennel. We had a dog boarded, went and got
21 the dog, made it back to the house.

22 I was sitting there eating some breakfast,
23 and she had come in, had my cell phone, and was screaming
24 about Facebook or a text or something on my phone. And
25 I -- I had made up my mind, if she fussed one more time I

1 was -- I was leaving for good, and I got up and said
2 "Robyn, I'm leaving," and she got angry and started
3 slapping at me and I started to walk on out. She said,
4 "I'll show you leaving," and she dialed the phone -- on
5 her phone and she started in her little theatrics and she
6 says, "He -- he struck me," and I walked on out to my
7 truck, got in my truck and commenced to leave.

8 When I got in my truck, my keys were
9 missing, my driver's license, my credit cards, everything.
10 All my clothes were still in there from getting in the
11 night before. I just got my other set of keys out,
12 cranked the truck up, and I started to drive out. When I
13 started driving out, she had come through everything,
14 through the window at me. I kept going.

15 Q. And did you see the police there at the
16 apartment or the house where y'all were living?

17 A. When I was pulling out of [Picket Fences, I
18 could see them coming down the road, and I just kept on,
19 going. I...

20 Q. Did you hit Ms. Clevinger in any way --

21 A. No.

22 Q. -- strike her in any way?

23 A. No, sir.

24 Q. Have you ever struck a woman?

25 A. No, sir.

1 Q. In your entire life, you have never, in anger in
2 any way, hit some woman?

3 A. No, sir.

4 Q. In the police incident report where
5 Ms. Clevinger called in, she said that you had grabbed her
6 by her arms and squeezed them and would not let her walk
7 away. Did that happen?

8 A. No, sir.

9 MR. GRIFFITH: Object to the form.

10 Q. (BY MR. PARKER) The police report states that
11 Mr. Blackwell slapped her in the left side of her face
12 with an open hand.

13 MR. GRIFFITH: Object to the form.

14 Q. (BY MR. PARKER) Would you tell us whether or
15 not that occurred?

16 A. No, sir.

17 Q. The police officer who investigated the matter
18 on behalf of Ms. Clevinger states that he observed red
19 marks on the inside of both arms that appeared to be
20 approximately the width of four fingers.

21 Did you put marks on her arms, the width of
22 four fingers?

23 MR. GRIFFITH: Object to the form.

24 Q. (BY MR. PARKER) You can answer.

25 A. No, sir.

1 Q. Eventually, did Ms. Clevinger file for a divorce
2 against you?

3 A. Yes, sir.

4 Q. And I'm going to hand you what -- let me first
5 hand you what we have marked as Exhibit No. 1.

6 And is this the Robyn Clevinger that you
7 were married to?

8 A. Yes, sir.

9 Q. I -- it's a picture of her and that is her.

10 A. Yes, sir.

11 Q. They are one and the same.

12 MR. PARKER: We will have that marked as
13 Exhibit 1.

14 (Exhibits 1 through 4 marked)

15 Q. (BY MR. PARKER) And I'm going to hand you
16 Exhibit 2, which is the summons and complaint that was
17 filed against you.

18 And is that a copy of the summons and
19 complaint that were filed -- was filed against you?

20 A. Yes, sir, I'm pretty confident.

21 Q. And in this complaint, Ms. Clevinger makes
22 allegations against you?

23 A. Yes, sir.

24 Q. Are those allegations true?

25 A. No, sir.

1 Q. The Paragraph 6 states the plaintiff, meaning
2 Ms. Clevinger, is informed and believes that the defendant
3 has physically abused her throughout the course of their
4 marriage and such abuse has substantially contributed to
5 and caused the breakdown of the parties' marriage. Is
6 that true?

7 A. No, sir.

8 Q. She states that plaintiff is informed and
9 believes that defendant has engaged in several adulterous
10 relationships during the parties' marriage. These
11 relationships have substantially contributed and caused
12 the breakdown of the parties' marriage. Is that true?

13 A. No, sir.

14 Q. Did you have any adulterous relationship
15 while --

16 A. No, sir.

17 Q. -- you were married?

18 I'm going to next hand you Exhibit 3, and
19 is that, Exhibit 3, your answer and counterclaim to her
20 grounds for divorce that was filed in Beaufort, and you
21 were represented by Attorney Diane DeWitt?

22 A. Yes, sir.

23 Q. And I'm next going to hand you Exhibit 4, and is
24 that a copy of your divorce decree where you got divorced?

25 A. Yes, sir.

1 Q. And was the grounds of divorce separation for a
2 period of more than one year?

3 A. Yes, sir.

4 Q. And the -- when was the date of that? If you
5 would, look at the date of your divorce.

6 A. January 12th -- no. January 6th of 2012.

7 Q. And it was filed January 12th, I think. Is that
8 it, or January 6th?

9 A. It's got a January 6th on it.

10 Q. Okay. So it's a file date of January 6th of --
11 of 2012.

12 Ms. Clevinger testified that she married
13 Craig Valentine on Valentine's Day of 2011. Would y'all
14 have still been married at that time?

15 A. Yes, sir.

16 Q. Are you aware of any propensity that
17 Ms. Clevinger has to call and make false reports
18 concerning things to the police?

19 MR. GRIFFITH: Object to the form.

20 Q. (BY MR. PARKER) You can go ahead.

21 A. I believe she has.

22 Q. You know she did it to you?

23 A. Yes, sir.

24 Q. Do you know other people she's done that to?

25 A. Yes, sir.

1 Q. And who else do you know?

2 A. Mr. Lewis Bane.

3 Q. And Mr. Bane is a person that lives in Beaufort?

4 A. He lives around Beaufort somewhere.

5 Q. And what do you know about that?

6 MR. GRIFFITH: Object to the form.

7 Q. (BY MR. PARKER) Go ahead.

8 A. I know she had called the police on him, said
9 that he had abused her or manhandled her or something.

10 She came out of the Hunting Club one time.
11 She had a -- this bandage and sling on her arm supposedly
12 that, you know, he had manhandled her, and she spent three
13 days with me. She cooked. She did everything in the
14 world. There wasn't nothing wrong. I saw her naked
15 morning and night for three days. There wasn't a mark on
16 her.

17 Q. Were y'all married at that time or was that
18 before --

19 A. No, sir. That was before we got married.

20 Q. And did you see anything wrong with the arm when
21 she had the bandage on it?

22 A. No, sir.

23 Q. Do you know Mr. Bane?

24 A. I have met him several times, yes, sir.

25 Q. That was after you were divorced or before?

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-25-343

LYDIA COOK,

Plaintiff,

v.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

**DEFENDANTS' MEMORANDUM IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

FILED
2013 NOV 14 AM 10:51
CLERK OF DISTRICT
COURT
HAMPSON COUNTY, S.C.

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendants Regions Bank ("Regions") and Robyn Clevinger ("Clevinger") (collectively the "Defendants") hereby submit this memorandum of law in support of their Motion for Summary Judgment. This is a defamation action brought by the Plaintiff alleging that Clevinger defamed the Plaintiff by falsely accusing her of workplace violence that occurred on May 10, 2011.

The basis for this motion is that the Plaintiff has set forth no evidence proving that Clevinger published a defamatory statement about her. Moreover, even if the Court finds that a publication exists for the purposes of the Plaintiff's defamation claim, any statements were made by Clevinger to her supervisors pursuant to Regions' policy of reporting workplace violence and are, therefore, privileged communications. As such, there is no genuine issue of material fact for a jury to consider and the Defendants respectfully request that the Court grant their motion for summary judgment.

STATEMENT OF FACTS

This case arises out of the Plaintiff's allegations that Clevinger falsely accused her of workplace violence and, as a result, the Plaintiff's reputation in her trade, business, and profession has been harmed. At all relevant times, the Plaintiff and Clevinger were employees of Regions' Hampton County Branch and Andree Lloyd was Clevinger's supervisor and manager. (Clevinger Dep. 5:17-6:5, 11:5-6.) Moreover, Barbara Simpkins ("Simpkins") was Clevinger's Human Resources contact and Holly Johnson ("Johnson") was the Human Resources Manager for South Carolina. (Clevinger Dep. 30:25-31:1; Johnson Dep. 6:8-12.)

The incident giving rise to the Plaintiff's allegations occurred on May 9, 2011 when Clevinger assisted the Plaintiff in balancing an account with missing funds. (Cook Dep. 61:23-64:6.) After Clevinger successfully found the missing funds, the Plaintiff grabbed Clevinger, put her arms around Clevinger, and aggressively shook Clevinger in the presence of Suzanne Freeman, another Regions' employee. (Clevinger Dep. 26:6-27:6.) On May 10, 2011, the day after the accident, Clevinger reported the incident to Simpkins based on Regions' zero tolerance policy for violence in the work environment. (Regions' Code of Business Conduct and Ethics attached as Exhibit A; Clevinger Dep. 30:25-31.) Per Regions' Code of Conduct, it is the responsibility of the employee to report behavior that is "perceived as threatening, violent, or potentially violent to their immediate supervisor and the respective Human Resources Manager." (Exhibit A, *Threatening Conduct and Workplace Violence*, p. 1.) Other than her husband, her appropriate supervisors and Human Resources, and Suzanne Freeman, who witnessed the accident, Clevinger did not speak to anyone else about the incident. (Clevinger Dep. 37:2-15, 52:22-53:7.)

In her complaint, the Plaintiff alleges that Clevinger fabricated the incident and then “published this false accusation to a number of co-employees and others who had no supervisory role concerning the plaintiff.” (Compl. ¶ 5.) When asked in discovery to identify the co-employees and others, the Plaintiff referred the Defendants to her deposition testimony. (Pl.’s Answer to Def.’s Supplemental Interrog. attached as Exhibit B.) In her deposition, when asked to identify any individuals that were upset or angry with Clevinger, the Plaintiff identified various individuals including: Peggy Grill, Wade Freeman, Ernest Moore, Ernie Glynn, and Lee Ellis, all non-Region’s Bank Employees. (Cook Dep. 93-97.) However, when asked if any of these customers told her that they heard she had been accused of workplace violence, the Plaintiff said “no.” (Cook Dep. 98:20-24.) In fact, during an interview for a job with Lee Ellis, the Plaintiff admits that she told him about the accusation. (Cook Dep. 81:1-4.) Moreover, when the named individuals were each deposed, none had any idea why Cook was terminated from the bank or had any knowledge as to the accusation of workplace violence, unless they learned it from the Plaintiff herself. (Freeman Dep. 12:10-16; Glynn Dep. 11:21- 12:14, Grill Dep. 8:13-18; Moore Dep. 12:17-22.) In addition, the Plaintiff admitted in her deposition that other than Clevinger talking with her supervisor and Human Resources, no other employee of Regions indicated to her that they had heard she was accused of workplace violence. (Cook Dep. 99:12-17.)

STANDARD OF REVIEW

Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to summary judgment as a matter of law. Rule 56(c), SCRCP. Under Rule 56(c) the party seeking summary judgment

has the initial responsibility of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). However, the moving party need not support its motion with affidavits or other similar materials negating the opponent's claims but rather must clearly establish by the record the absence of a triable issue of fact. *Id.* With respect to an issue upon which the non-moving party bears the burden of proof, the moving party may discharge his initial responsibility by pointing out to the Court the absence of evidence to support the non-moving party's case. *Id.*

After the moving party has met his initial burden, Rule 56(e) of the South Carolina Rules of Civil Procedure requires the opposing party to "do more than simply show that there is some metaphysical doubt as to the material facts." *Id.* In response to a properly supported motion for summary judgment, the opposing party "must come forward with specific facts showing there is a genuine issue of material fact." *Id.* Thus, "the non-moving party may not rest on the mere allegations or denial of pleadings, but must set forth or point to specific facts showing there is a genuine issue of material fact." *Thomas v. Waters*, 315 S.C. 524, 526, 445 S.E. 2d 659, 661 (Ct. App. 1994) (quoting *Dickert v. Metropolitan Life Ins. Co.*, 206 S.C. 311, 313, 411 S.E.2d 672, 673 (Ct. App. 1993), *rev'd in part on other grounds*, 311 S.C. 218, 428 S.E.2d 700 (1993)).

ARGUMENT

In South Carolina, in order to establish an actionable defamation claim a plaintiff must show that: "(1) a false and defamatory statement was made; (2) the unprivileged publication was made to a third party; (3) the publisher was at fault; and (4) either actionability of the statement irrespective of special harm or the existence of a special harm caused by the publication." *Erickson v. Jones St. Publishers, L.L.C.*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006). Further, in certain instances, even if a statement is defamatory, it is protected by a qualified privilege. *See*

Fountain v. First Reliance Bank, 398 S.C. 434, 444, 730 S.E.2d 305, 310 (2012). A qualified privilege arises from the need for full and unrestricted communication between parties regarding a matter or matters in which they have an interest or duty. *See Duckworth v. First Nat'l Bank*, 254 S.C. 563, 571, 176 S. E. 2d 297, 302 (1970).

In the present case, the Plaintiff has set forth no evidence proving that Clevinger published a defamatory statement about her. Furthermore, even if the Court finds a publication exists, there is no genuine dispute of material fact that Clevinger's statements to Human Resources are protected by a qualified privilege. As such, the Court should grant the Defendants' motion for summary judgment.

I. THE PLAINTIFF CANNOT PROVE DEFAMATION BECAUSE THERE IS NO EVIDENCE OF A PUBLICATION; THEREFORE, THE COURT SHOULD GRANT SUMMARY JUDGMENT.

A publication is "the communication of a statement by the defendant to someone other than the person defamed." *Kendrick v. Citizens & S. Nat. Bank*, 266 S.C. 450, 454, 223 S.E.2d 866, 868 (1976). Moreover, defamation is not actionable without a publication. *See Burris v. Electro Motive Mfg. Co.*, 247 S.C. 579, 583, 148 S.E.2d 687, 688 (1966) (affirming trial court's dismissal of plaintiff's alleged defamation claim against defendant employer for failure to properly allege element of publication). Furthermore, the element of publication is not satisfied when it is the plaintiff who communicates the defamatory statement to a third party. *See Carson v. S. Ry. Co.*, 494 F. Supp. 1104, 1114 (D.S.C. 1979). Importantly, in South Carolina, the element of publication is not satisfied by a communication between officers and their agents. *Watson v. Wannamaker*, 216 S.C. 295, 57 S.E.2d 477 (1950); *Rodgers v. Wise*, 193 S.C. 5, 7 S.E.2d 517 (1940). In *Western Union Telephone Company v. Lesesne*, the Fourth Circuit Court of Appeals stated that "South Carolina belongs to the group of authorities which adhere to the

view that communications between employees of a corporation in the course of their employment is not a publication for which the employer is liable.” 198 F.2d 154, 157 (1952), *cert. denied*, 344 U.S. 896 (1952).

It is worth noting that “[t]he question [of publication] is ordinarily one for the jury.” *Abofreka v. Alston Tobacco Co.*, 288 S.C. 122, 127, 341S.E.2d 622, 625 (1986). However, “when the evidence permits only one reasonable inference, a question of law is presented for the court.” *Id.* It is not an error for a court to rule on the issue of publication as a matter of law where the evidence is conclusive. *Id.* As the Court stated in *Carson*,

[W]here the plaintiff in an action for slander faced with a motion for summary judgment is unable to produce sufficient competent evidence to create an issue of fact as to whether the allegedly slanderous statement was published to a third person or not, the moving party is entitled to have judgment entered in his favor as a matter of law.

494 F. Supp. At 1113.

In the present case, there is no actionable publication because the Plaintiff is unable to produce sufficient competent evidence to create an issue of fact. Indeed, the undisputed facts show that Clevinger did not mention the incident to anyone other than her supervisor and Human Resources. In fact, the Plaintiff admits that she is unaware of Clevinger telling anyone outside of Regions’ Human Resource Department about the allegations of workplace violence. (Cook Dep. 99:12-17.) Moreover, nearly all of the witnesses that the Plaintiff identified as hearing the alleged defamatory statement testified they had no knowledge of the accusations of workplace violence against the Plaintiff. (Freeman Dep. 12:10-16; Glynn Dep. 11:21- 12:14, Grill Dep. 8:13-18; Moore Dep. 12:17-22.) Interestingly, if the witnesses had any knowledge, it was from

the Plaintiff herself and this does not satisfy the publication element in South Carolina. *Carson*, 494 F. Supp. at 1114; (Cook Dep. 81:1-4.).

Further, as discussed above, Clevinger's statements to her supervisor and Human Resources do not constitute a publication in South Carolina. See *W. Union Tel. Co.*, 198 F.2d at 157. The statement that Clevinger made to Simpkins was in the course of her employment at Regions. Moreover, it was company policy for employees to report incidents of workplace violence to their manager and Human Resources. (See Exhibit A, *Threatening Conduct and Workplace Violence*, p. 1.) As a result of the undisputed facts that show no publication exists, the Court should grant the Defendants' motion for summary judgment.

II. EVEN IF THE COURT FINDS A PUBLICATION, THE STATEMENT IS NOT ACTIONABLE DEFAMATION BECAUSE IT WAS CONDITIONALLY PRIVILEGED AND THE PRIVILEGE WAS NOT ABUSED; THEREFORE, THE COURT SHOULD GRANT SUMMARY JUDGMENT.

Assuming the Court finds that Clevinger's statements to Human Resources constitute a publication, the communications are privileged. In South Carolina, one who publishes a defamatory matter concerning another is not liable for the publication if "(1) the matter is published upon an occasion that makes it conditionally privileged, and (2) the privilege is not abused." *Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 334 S.C. 469, 484, 514 S.E.2d 126, 134 (1999). In the present case, there is no genuine dispute of material fact that the statement from Clevinger to Human Resources was conditionally privileged. Furthermore, the Plaintiff has presented no evidence that the privilege was abused. As a result, the Court should grant the Defendants motion for summary judgment.

- A. The statement Clevinger made to Human Resources was conditionally privileged because it was made in good faith to a party with an interest in the subject matter of the communication.

In South Carolina, “the essential elements of a conditionally privileged communication may be enumerated as good faith, an interest to be upheld, a statement limited in its scope to this purpose, a proper occasion, and publication in a proper manner and to proper parties only. *Manley v. Manley*, 291 S.C. 325, 331, 353 S.E.2d 312, 315 (Ct. App. 1987). Indeed, defamatory “communications between employees of an organization are qualifiedly privileged only if made in good faith and in the usual course of business.” *McBride v. School Dist. of Greenville Cnty.*, 389 S.C. 546, 562, 698 S.E.2d 845, 853 (S.C. Ct. App. 2010). Further, “[w]hen one has an interest in the subject matter of a communication, and the person (or persons) to whom it is made has a corresponding interest, every communication honestly made, in order to protect such common interest, is privileged by reason of the occasion.” *Swinton Creek Nursery*, 334 S.C. at 484, 514 S.E.2d at 134.

In the present case, there is no genuine dispute of fact that Clevinger’s statement to Human Resources was qualifiedly privileged. Clevinger notified Human Resources in good faith pursuant to Regions’ business policy and her statement was limited to that purpose. Furthermore, Human Resources had an interest in the communication because it is the department at Regions that handles matters of workplace violence and promotes sound internal affairs. Moreover, Human Resources was the proper party for Clevinger to communicate her concern to pursuant to Regions’ Code of Business Conduct and Ethics. (Exhibit A, Threatening Conduct and Workplace Violence, p. 1.) As a result of the above-mentioned facts, the statement by Clevinger to Human Resources is conditionally privileged.

- B. The conditional privilege was not abused because it did not go beyond the scope of what is reasonable and was not made in reckless disregard of the Plaintiff's rights.

An abuse of privilege occurs in one of two situations: "(1) a statement made in good faith that goes beyond the scope of what is reasonable under the duties and interests involved or (2) a statement made in reckless disregard of the victim's rights." *Swinton Creek Nursery*, 334 S.C. at 486, 514 S.E.2d at 135. In *Fountain*, the Court affirmed the circuit court's grant of summary judgment in favor of defendant bank on the grounds that it did not abuse the privilege when defendant's loan officer discussed the plaintiff's bad credit history with a co-applicant in connection with the loan application process. *Fountain*, 398 S.C. at 444-47, 730 S.E.2d 305 at 311 (2012). The Court explained that the communication "was an essential part of the analysis" and "went straight to the heart" of the matter. *Id.* It is worth noting that "[w]hile abuse of privilege is ordinarily an issue for the jury, . . . in the absence of a controversy as to the facts . . . it is for the court to say in a given instance whether or not the privilege has been abused or exceeded." *Woodward v. S.C. Farm Bureau Ins. Co.*, 277 S.C. 29, 32-33, 282 S.E.2d 599, 601 (1981).

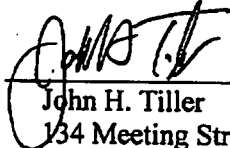
In the present case, there is no genuine dispute of fact that the statement Clevinger made to Human Resources did not go beyond what was reasonable considering the duties and interests involved. Indeed, reporting the alleged workplace violence was essential to, and went to the heart of, Regions' zero tolerance policy for workplace violence. Furthermore, the discussions went no further than Clevinger and Human Resources, which the Plaintiff herself admits. (Cook Dep. 99:12-17.) In addition, it cannot be argued that the reporting of the incident, which the Regions' Code of Conduct requires, was a reckless disregard of the Plaintiff's rights. As such, there is no

genuine dispute of fact that the privilege was not abused and, therefore, summary judgment is proper.

CONCLUSION

For the reasons set forth above, the Defendants submit that the Plaintiff has not introduced any evidence showing that she was defamed or, in the alternative, that a conditional privilege does not apply. As such, Defendants respectfully request that the Court grant their motion for summary judgment.

HAYNSWORTH SINKLER BOYD, P.A.

By: 

John H. Tiller
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Post Office Box 340
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(843) 722-3366 (Telephone)
(843) 722-2266 (Facsimile)
Counsel for Defendants

November 13, 2013
Charleston, South Carolina

EXHIBIT A

Code of Business Conduct and Ethics



Regions Financial Corporation

July, 2010



III. WORK ENVIRONMENT

Regions strives to provide a safe and healthy work environment for all associates. We expect our associates to follow all corporate and local policies designed to maintain a safe, productive and healthy work environment.

A. Fair Employment Practices and Diversity

Regions believes that diversity in our staff is critical to our success as a multi-state financial service institution, and we seek to recruit, develop and retain the most talented people from a diverse candidate pool. Advancement at Regions is based on talent and performance. We are fully committed to equal employment opportunity and compliance with the letter and spirit of the full range of fair employment practices and nondiscrimination laws. In addition, retaliation against individuals for raising claims of discrimination is prohibited.

B. Harassment and Intimidation

Regions prohibits sexual or any other kind of harassment or intimidation, whether committed by or against a supervisor, co-worker, customer, vendor or visitor. Harassment, whether based on a person's race, gender, color, creed, religion, national origin, citizenship, age, disability, marital status, sexual orientation, ancestry, veteran status or socioeconomic status, is prohibited by our no harassment policy and completely inconsistent with our tradition of providing a respectful, professional and dignified workplace. You must never use, company systems to transmit or receive electronic images or text of a sexual nature or containing ethnic slurs, racial epithets or any other material of a harassing, offensive or lewd nature. If you believe that you are being subjected to harassing behavior, or if you observe or receive a complaint regarding such behavior, you must report it immediately to your department manager, any Human Resources Representative or the Manager of Corporate Associate Relations. Regions will promptly investigate all allegations of harassment or discrimination and will take appropriate corrective action. Retaliation against individuals for raising claims of harassment or discrimination is prohibited.

C. Promote a Positive Work Environment

Providing an environment that supports honesty, integrity, respect, trust, responsibility, and citizenship permits us the opportunity to achieve excellence in our workplace. You must contribute to the creation and maintenance of such an environment. In this regard, our officers and management personnel assume special responsibility for fostering a work environment that is free from the fear of retribution and will bring out the best in all of us. Supervisors must be careful in using words or conduct to avoid placing, or seeming to place, pressure on subordinates that could cause them to deviate from acceptable ethical behavior.

D. Workplace Violence is Not Tolerated

Regions mandates a "zero tolerance for violence" environment and seeks to prevent violent incidences from occurring. Violence includes, but is not necessarily limited to, physically harming another, verbally assaulting, shoving, pushing, harassment, intimidation, coercion, brandishing a weapon, and threats or talk of violence. You must report any incident that may involve a violation of this policy. For full details see the Threatening Conduct and Workplace Violence Policy on lft@regions.

E. Personal Relationships With Subordinates and Co-workers

Consensual dating or other romantic social relationships with subordinate associates or with co-workers creates workplace risks such as sexual harassment, conflicts of interest, and diminished workplace productivity. As a result, Regions does not encourage these relationships. Those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other associates, or creates conflicts of interest.

It is Regions' policy that if a relationship exists between an associate and a co-worker over whom the associate exercises supervisory responsibility, then the supervising associate must immediately report the relationship to his or her local or regional Human Resources representative, or to the Manager of Corporate Associate Relations. Regions reserves the right to take appropriate action, including the transfer of one or both of the associates to another department or the termination of one or both of the associates.

Threatening Conduct and Workplace Violence

Effective Date: January 1, 2007

In order to facilitate order and safety in the workplace, Regions forbids violent threatening or intimidating conduct and forbids the unauthorized possession of weapons on company premises or while engaged in company business.

Violence Prohibited

Regions maintains a "zero tolerance for violence" environment. Violence includes, but is not necessarily limited to the following:

- Physical harm;
- Shouting;
- Shoving;
- Pushing
- Harassment;
- Intimidation;
- Coercion;
- Damage of property;
- Possessing or brandishing a weapon or other threatening or intimidating object;
- Blackmail or extortion;
- Threats of any other prohibited conduct; or
- Any other conduct that has the intention of causing fear for physical safety or feelings of intimidation.

If you engage in violence, you will be subject to discipline up to and including discharge and reporting to the appropriate law enforcement authorities.

Notification Obligations and Immediate Contacts

It is the responsibility of all associates to report behavior that is perceived as threatening, violent, or potentially violent to their immediate supervisor and the respective Human Resources Manager. Threats or violent behavior that require immediate attention should be reported to local law enforcement (911) and to Corporate Security.

A special team, comprised of multi-disciplinary members, has been formed to help the company investigate reports, assess and evaluate risks and implement actions to remedy potentially threatening or violent situations.

All reports of threats are confidential and will only be shared with those who have a need to know. All reports are taken seriously and will be investigated thoroughly.

No associate acting in good faith, who reports real or implied violent behavior, will be subject to retaliation or harassment based upon his/her report.

Designated Contacts

- Corporate Security 205-801-0140
- Regions Financial Corporation Office of the General Counsel 205 326-7317
- Corporate Associate Relations 205-326-4808

If you are engaged in a situation involving violence in the workplace, you must:

- Act quickly to defuse and calm the situation.
- Not engage in any reaction that encourages or incites further violence. In other words, do not respond with violence. Do not raise your voice. Do not use words that threaten or incite anger.
- Call for assistance by Corporate Security and/or law enforcement authorities if the situation warrants it.
- Report the incident to Corporate Security and/or law enforcement as soon as it is safe and practicable to do so.

EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

LYDIA COOK,

Plaintiff.

v.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2011-CP-25-343

PLAINTIFF'S ANSWER
TO DEFENDANTS' SUPPLEMENTAL
INTERROGATORY

TO: JOHN H. TILLER, ESQUIRE, ATTORNEY FOR DEFENDANTS:

Plaintiff answers defendants' supplemental interrogatory pursuant to Rule 33 SCRPC as follows:

INTERROGATORY NO. 1: Please identify all "co-employees and others" as referenced in paragraph 5 of the Plaintiff's Amended Complaint that will testify in regard to any publication of false accusations by the Defendant Clevinger.

ANSWER: Plaintiff refers to the deposition testimony in the case.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

By: 

John E. Parker
P.O. Box 457
Hampton, SC 29924
(803) 943-2111

ATTORNEYS FOR PLAINTIFFS

Hampton, South Carolina
January 22 2013

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

LYDIA COOK,

Plaintiff,

vs.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

IN THE COURT OF COMMON PLEAS
CIVIL ACTION 11-CP-25-343

**DEFENDANTS' POST-TRIAL MOTION
FOR A JUDGMENT NOTWITHSTANDING
THE VERDICT**

FILED
2014 JAN 27 PM 12:16
BY
MYLINDA E. NETTLES
HAMPTON COUNTY, S.C.

Pursuant to Rule 50 of the South Carolina Rules of Civil Procedure, the Defendants hereby move for an Order granting judgment notwithstanding the verdict ("JNOV"). This matter was tried before a jury in Hampton County from January 13-16, 2014, resulting in a verdict for the Plaintiff, Lydia Cook, for \$375,000 actual damages and \$125,000 punitive damages. The Court granted the parties 10 days leave to file any post-trial motions.

The Defendants move for relief pursuant to Rule 50 on the following grounds:

1. The Defendants were entitled to directed verdict on all grounds urged at trial as a matter of law;
2. There is no evidence showing a false and defamatory statement was made pursuant to Defendant Regions Bank's Policy;
3. There is no evidence showing a publication was made;
4. Even if there was evidence that a publication was made, the only reasonable inference from the evidence was that the statement was privileged and made in good faith in the usual course of business;

DECLASSIFICATION AUTHORITY DERIVED FROM:
FBI AUTOMATIC DECLASSIFICATION GUIDE

DATE 01-14-2014 BY 60322

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 01-14-2014 BY 60322

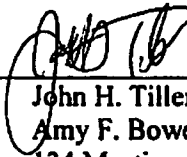
On 11/14/79, [redacted] advised that [redacted] had been
contacted by [redacted] who stated that [redacted] was
interested in [redacted] and [redacted] was willing to
provide [redacted] with [redacted] information.
[redacted] advised that [redacted] was a [redacted] and
[redacted] was a [redacted] and [redacted] was a [redacted].
[redacted] advised that [redacted] was a [redacted] and
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[redacted] advised that [redacted] was a [redacted] and
[redacted] was a [redacted] and [redacted] was a [redacted].

5. The only reasonable inference from the evidence is that there was no abuse of privilege;

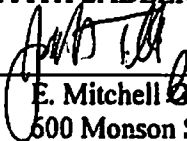
This motion is made pursuant to the South Carolina Rules of Civil Procedure and is supported by other applicable law, the record, arguments of counsel, a Memoranda of Law that will be submitted prior to a hearing on this motion, and any other material the court may receive.

HAYNSWORTH SINKLER BOYD, P.A.

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Amy F. Bower
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Counsel for Defendant Regions Bank

GRIFFITH SADLER SHARP

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Counsel for Defendant Robyn Clevinger

January 24, 2014
Charleston, South Carolina

DM: 2199151 V.1

ROA_0764

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

LYDIA COOK,

Plaintiff,

vs.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

FILED

IN THE COURT OF COMMON PLEAS
CIVIL ACTION 11-CP-25-343

2014 MAR 19 AM 11:54

LYLONDA D. NETTLES
CLERK OF COURT
HAMPTON COUNTY, S.C.

MEMORANDUM IN SUPPORT OF
DEFENDANTS' POST-TRIAL MOTION
FOR A JUDGMENT NOTWITHSTANDING
THE VERDICT

Pursuant to Rule 50 of the South Carolina Rules of Civil Procedure, Defendants hereby submit this memorandum of law in support of their Post-Trial Motion. This matter was tried before a jury in Hampton County from January 13-16, 2014, resulting in a verdict for the Plaintiff, Lydia Cook, for \$375,000 actual damages and \$125,000 punitive damages.

The basis for this motion is that the only reasonable inference to be drawn from the evidence is contrary to the factual findings implicit in the jury's verdict that Robyn Clevinger published a, unprivileged false, and defamatory statement to Regions Bank's Human Resources Department, which, in turn, damaged the Plaintiff. As such, the Defendants are entitled to judgment as a matter of law.

STANDARD OF REVIEW

In considering a motion for a judgment notwithstanding the verdict ("JNOV"), the trial court must view all the evidence and its inferences in the light most favorable to the non-moving party. *Horry County v. Laychur*, 315 S.C. 364, 3667, 434 S.E.2d 250, 261 (1993). If the evidence as a whole is susceptible of more than one reasonable inference, a jury issue is created and the motions for a directed verdict and JNOV are properly denied. *Hainer v. Am. Med. Intern., Inc.*,

320 S.C. 316, 320, 465 S.E.2d 112, 115 (St. App. 1995). However, “if only one reasonable inference can be drawn from the evidence, the motion must be granted.” *Id.*, 465 S.E.2d at 115. When deciding a motion for a JNOV, the “trial judge is concerned with the existence of evidence, not its weight.” *Burns v. Universal Health Servs., Inc.*, 361 S.C. 221, 232, 603 S.E.2d 605, 611 (2004). Further, the trial court does not have the authority to “decide credibility issues or resolve conflicts in the testimony or evidence.” *Id.*, 603 S.E.2d at 611.

GROUND FOR MOTION

I. The Court should grant JNOV in favor of the Defendants.

At this time, Defendants renew their motion for a directed verdict made at the close of the Plaintiff’s case and renewed at the close of evidence. For the reasons set forth below, the Defendants’ contend that they are entitled to JNOV. Each of these reasons independently support a ruling as a matter of law in favor of the Defendants. Quite simply, the Plaintiff has not presented evidence to prove the elements necessary for a defamation cause of action in South Carolina or that she was entitled to an award of punitive damages. As such, there is no basis for liability or the jury’s award of punitive damages in this case, and the Defendants respectfully request the Court to grant their JNOV.

A. The Plaintiff’s failure to prove defamation.

In South Carolina, in order to establish an actionable defamation claim, a plaintiff must show that: “(1) a false and defamatory statement was made; (2) the unprivileged publication was made to a third party; (3) the publisher was at fault; and (4) either actionability of the statement irrespective of special harm or the existence of a special harm caused by the publication.” *Erickson v. Jones St. Publishers, L.L.C.*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006). Further, in certain instances, even if a statement is defamatory, it is protected by a qualified privilege. *See*

Fountain v. First Reliance Bank, 398 S.C. 434, 444, 730 S.E.2d 305, 310 (2012). A qualified privilege arises from the need for full and unrestricted communication between parties regarding a matter or matters in which they have an interest or duty. *See Duckworth v. First Nat'l Bank*, 254 S.C. 563, 571, 176 S. E. 2d 297, 302 (1970).

1. The Plaintiff failed to show a false and defamatory statement was made pursuant to Regions Bank's Workplace Violence Policy.

It is well established in South Carolina that the defamatory statement must be false. As such, truth is a complete defense to a cause of action for defamation. *See Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 518, 506 S.E.2d 497, 510 (1998) (Toal, J. concurring); *Ross v. Columbia Newspapers, Inc.*, 266 S.C. 75, 80, 221 S.E.2d 770, 772-73 (1976). Furthermore, a sufficient defense of truth is made out where the evidence established that the statement was substantially true. *Ross*, 266 S.C. at 80, 221 S.E.2d at 772.

The evidence presented at trial is susceptible to only one reasonable inference—that Robyn Clevinger reported to Regions Bank's Human Resources department a truthful report of what she perceived to be threatening behavior. Pursuant to Regions Bank Policy, it "is the responsibility of all associates to report behavior that is *perceived* as threatening, violent, or potentially violent to their immediate supervisor and the respective Human Resources Manager." (Regions' Code of Business Conduct and Ethics, *Threatening Conduct and Workplace Violence*, p.1) (emphasis added). The Plaintiff presented no evidence that Robyn Clevinger's perception of the Plaintiff, Lydia Cook, grabbing her and shaking her was not perceived by Clevinger as threatening. In fact, it is undisputed that the Plaintiff did touch Clevinger. Furthermore, as part of Regions Bank's investigation of the incident, Suzanne Freeman, the only eyewitness to the incident, corroborated Robyn Clevinger's reported perception of threatening behavior pursuant to the Policy. As such, Human Resources took a written statement from her on June 1, 2011

where she detailed the incident between the Plaintiff and Clevinger as “very aggressive” and not “a friendly shake, or a normal pat on the back that you would give someone.” Moreover, how can one’s perception of an event be deemed false? As such, the only reasonable inference to be drawn from the evidence is that a false statement was not made, and as a result, the Defendants are entitled to judgment as a matter of law.

2. The Plaintiff failed to prove that a publication was made.

The only evidence of a publication that the Plaintiff presented at trial was Robyn Clevinger’s statements to Regions Bank’s Human Resources Department and her supervisor, Andree Lloyd. Under South Carolina law, “[t]he publication of defamatory matter is its communication, intentionally or by a negligent act, to a third party—someone other than the person defamed.” *Holtzscheiter*, 332 S.C. at 520, 506 S.E.2d at 507. However, under certain circumstances, a communication to a third party is not a publication for the purposes of a defamation claim. See *Watson v. Wannamaker*, 216 S.C. 295, 57 S.E.2d 477 (1950) (finding that a communication between officers and their agents does not satisfy the publication element for defamation); see also *Rodgers v. Wise*, 193 S.C. 5, 7 S.E.2d 517 (1940). In fact, in *Western Union Telephone Company v. Lesesne*, the Fourth Circuit Court of Appeals stated that “South Carolina belongs to the group of authorities which adhere to the view that communications between employees of a corporation in the course of their employment is not a publication for which the employer is liable.” 198 F.2d 154, 157 (1952), *cert denied*, 344 U.S. 896 (1952).

The Defendants are entitled to judgment as a matter of law because the only evidence of a publication presented was Robyn Clevinger’s communications to her supervisors at Regions Bank. Therefore, under South Carolina law, there is no actionable publication.

3. **Even if a publication was made, the only reasonable inference from the evidence was that the statement was privileged and was not abused.**

In South Carolina, one who publishes a defamatory matter concerning another is not liable for the publication if: “(1) the matter is published upon an occasion that makes it conditionally privileged, and (2) the privilege is not abused.” *Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 334 S.C. 469, 484, 514 S.E.2d 126, 134 (1999). The essential elements of a conditionally privileged communication “may be enumerated as good faith, an interest to be upheld, a statement limited in its scope to this purpose, a proper occasion, and publication in a proper manner and to proper parties only.” *Fountain v. First Reliance Bank*, 398 S.C. 434, 444, 730 S.E.2d 305, 310 (2012). An abuse of privilege occurs in one of two situations: “(1) a statement made in good faith that goes beyond the scope of what is reasonable under the duties and interests involved or (2) a statement made in reckless disregard of the victim’s rights.” *Swinton Creek*, 334 S.C. at 486, 514 S.E.2d at 135. Furthermore, in an absence of a controversy in facts, “it is for the court to say in a given instance whether or not the privilege has been abused or exceeded.” *Woodward v. S.C. Farm Bureau Ins. Co.*, 277 S.C. 29, 32-33, 282 S.E.2d 599, 601 (1981).

The evidence presented at trial is susceptible to only one reasonable inference—that Robyn Clevinger’s statement to Human Resources and her supervisor was qualifiedly privileged and that the privilege was not abused. Clevinger in good faith and pursuant to Regions Policy reported what she perceived to be threatening conduct, and her statement was limited to that purpose. Furthermore, Regions Bank has a zero tolerance policy for workplace violence and requires all employees, pursuant to its Policy, to report what they perceive as potentially threatening behavior; thus, Human Resources had an interest in the subject matter.

Furthermore, no evidence was introduced at trial that showed Clevinger's statement went beyond the scope of what was reasonable or that she made the statement in reckless disregard of the Plaintiff's rights. Importantly, not only did Clevinger report what she perceived to be threatening conduct pursuant to Regions Policy but Suzanne Freeman, the only eyewitness to the event, gave a written statement to Human Resources, during its investigation of the incident, indicating that she felt the Plaintiff's contact with Clevinger was aggressive, and that she witnessed Clevinger's head going in the opposite direction of her body. Furthermore, yes, the Plaintiff did introduce evidence showing that she did not have the best working relationship with Clevinger. However, there were no facts or testimony introduced showing that Clevinger's report to Human Resources was made with malice or went beyond the interests involved. In fact, the evidence introduced at trial showed that contact between the Plaintiff and Clevinger is not disputed, Regions Policy requires its associates to report what they perceive as violent or threatening behavior to Human Resources, and an eyewitness to the incident, during Regions' investigation, corroborated Clevinger's perception of the incident. As such, the only reasonable inference to be drawn from the evidence is contrary to the factual findings implicit in the jury's verdict, and the Defendants are entitled to judgment as a matter of law.

In denying the Defendants Motion for Summary Judgment and Motion for a Directed Verdict, the Court noted the Plaintiff's reliance on, and potential applicability of, the case of *Bell v. Bank of Abbeville*, 208 S.C. 490, 38 S.E.2d 641 (1946). In *Bell*, the court noted that a publication to another co-employee may be the basis of a defamation action if a qualified privilege was abused and malice was proved by the Plaintiff. Although the Defendants contend that the elements of publication and privilege are distinct, and in South Carolina, a communication between employees of a corporation in the course of their employment is not a

publication for which an employer is liable; the Defendants contend that *Bell* is distinguishable from the present case, if the court finds there is a publication. First, it appears that in *Bell* the publication, accusing the plaintiff of short changing bank customers, was made in front of the plaintiff to the officers of the bank. 208 S.C. at 491, 38 S.E.2d at 642. Second, from the facts of the case, it does not appear that any internal investigation was done to ensure that the accusations were, in fact, true or corroborated before the Plaintiff was asked to resign or accused of short changing customers. *Id.*, 38 S.E.2d at 642. Third, there is no evidence in *Bell* that the employee who made the publication was certain that the plaintiff was short changing people. In fact, the facts show that the bank had been marking money but it is not clear whether the cashier, who made the publication, was ever certain the plaintiff was in fact short changing. *Id.* at 492-93, 38 S.E.2d at 642. Thus, in *Bell*, there was a question as to whether the words spoken were bona fide. *Id.* at 495, 38 S.E.2d at 643. However, in the present case, as discussed above, the Plaintiff introduced no evidence that Clevinger's communications to Human Resources were not bona fide or properly corroborated, and therefore, the Defendants are entitled to judgment as a matter of law.

B. The Plaintiff presented no evidence that the Defendants' conduct was intentional or reckless, and therefore, punitive damages are not warranted.

In a defamation case, for an individual to recover punitive damages, he or she must prove actual malice. *DeLoach v. Beaufort Gazette*, 281 S.C. 474, 480, 316 S.E.2d 139, 143 (1984). Further, the Plaintiff has the burden of proving actual malice by clear and convincing evidence. S.C. Code Ann. 15-33-135 (2013). Actual malice consists of recklessness and ill will with a design to wantonly injure the plaintiff without cause. *See Jones v. Garner*, 250 S.C. 479, 488, 159 S.E.2d 909, 913-14 (1968).

In the present case, there was no evidence introduced at trial that warrants an award of punitive damages. The Plaintiff alleges that Clevinger fabricated a story in order to get her fired. However, the evidence introduced clearly showed that Clevinger did not want to get the Plaintiff fired. In fact, on one occasion Clevinger requested that Human Resources not terminate the Plaintiff when she had committed a terminable offense of failing to put an account on hold. Furthermore, both Holly Johnson and Clevinger testified at trial that if Clevinger had wished for the Plaintiff to be fired, she would not have assisted her in finding her cash shortage. As such, the only reasonable inference from the evidence introduced at trial is that after Clevinger assisted the Plaintiff in locating her cash shortage and afterwards there was an interaction between them that Clevinger perceived as threatening contact. As a result and pursuant to Regions Bank's Policy, Clevinger reported the incident to Human Resources. Therefore, there is no evidence of ill will or recklessness in Clevinger's report, and as a result, the Defendants are entitled to judgment as a matter of law because punitive damages are not appropriate.

CONCLUSION

For the various reasons set forth above, the Defendants submit that JNOV is appropriate in this case.

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HAYNSWORTH SINKLER BOYD, P.A.

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GRIFFITH SADLER SHARP

FOR
WITH
PERMISSION
BY
By: Amy F. Bower
E. Mitchell Griffith
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Beaufort, SC 29901

Counsel for Defendant Robyn Clevinger

March 18, 2014
Charleston, South Carolina

72363

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Perry M. Buckner, III
The Honorable Brooks P. Goldsmith

C.A. No. 2011-CP-25-343

Lydia Cook

v.

Regions Bank and Robyn Clevinger

Respondent,

Appellant.

NOTICE OF APPEAL

Pursuant to Rule 203, SCRAP, Regions Bank and Robyn Clevinger appeal the following Orders and Judgment in this matter:

- Order denying Defendant's Motion for Summary Judgment, dated November 15, 2013;
- Jury verdict rendered January 16, 2014;
- Order denying Defendant's Judgment Notwithstanding the Verdict, dated April 30, 2014; and
- Judgment dated April 30, 2014.

Regions Bank and Robyn Clevinger received a copy of the Order denying their post-trial motion on May 13, 2014. A copy of the above-referenced Orders and Judgment are attached to this Notice as Exhibits A-C.

HAYNSWORTH SINKLER BOYD, PA

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Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Perry M. Buckner, III
The Honorable Brooks P. Goldsmith

C.A. No. 2011-CP-25-343

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MAY 30 2014

SC Court of Appeals

Lydia Cook

Respondent,

v.

Regions Bank and Robyn Clevinger

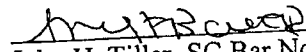
Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent, Lydia Cook, by certified mail, on May 28, 2014 addressed to the Lydia Cook's counsel of record:

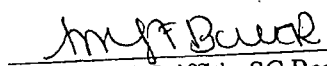
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*File
with
permission*

Attorney for Appellant Robyn Clevinger

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Lydia Cook,

Plaintiff

v.

Regions Bank and Robyn Clevinger,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-25-343

**ORDER DENYING DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court upon Defendants' Motion for Summary Judgment. A hearing on this motion was held on November 14, 2013 in the Court's chambers in Colleton County. Present at that hearing was John Tiller on behalf of the Defendants and, by telephone, Johnny Parker on behalf of the Plaintiff. After considering the arguments of counsel, the applicable law, and legal memoranda submitted by the parties, the Court hereby DENIES Defendants' Motion for Summary Judgment.

FACTUAL FINDINGS

This action arises out of statements Defendant Robyn Clevinger allegedly made concerning Plaintiff Lydia Cook. On May 10, 2011, both Cook and Clevinger were employees of the Regions Bank branch in Hampton County, South Carolina. In Cook's Amended Complaint, several allegations are made against Clevinger. First, it is alleged that on May 10, 2011, Clevinger falsely accused Cook of physically assaulting her. Amd. Compl. ¶ 5. Second, it is alleged that Clevinger published this false accusation to a number of co-workers. Amd. Compl. ¶ 5. Third, it is alleged that Clevinger made these false accusations in a retaliatory fashion against Cook. Amd. Compl. ¶ 5.

LEGAL STANDARD

Summary judgment is only appropriate where there is no genuine issue of material fact and it is clear that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC. In

determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party.

Koester v. Carolina Rental Ctr., 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994).

DISCUSSION

Defendants have based this motion on two grounds: first, Defendants argue that Plaintiff has set forth no evidence proving that Clevinger published a defamatory statement about Cook. Second, defendants contend that even if the Court determines that a mere scintilla of evidence exists to find that a publication was made for purposes of Plaintiff's defamation claim, any statements published by Clevinger were done so pursuant to Regions' policy of reporting workplace violence and are therefore privileged communications.

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In South Carolina, in order to establish an actionable defamation claim, a plaintiff must show that, "(1) a false and defamatory statement was made; (2) the unprivileged publication was made to a third party; (3) the published was at fault; and (4) either actionability of the statement irrespective of special harm or the existence of a special harm caused by the publication. Erickson v. Jones St. Publishers, L.L.C., 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006).

To support their contention that no publication was made by Clevinger, Defendants argue that Plaintiff has produced no evidence that there was any publication to a third party regarding Plaintiff, other than Regions employees. However, Plaintiff has produced excerpts from depositions taken of Barbaba Simpkins, Robyn Clevinger, and Andree Lloyd. Notably, in her deposition, Clevinger admits that she told her husband about the alleged physical assault that occurred between Cook and Clevinger. Taking the evidence presented in these depositions in the light most favorable to the non-moving party, Plaintiff has produced a mere scintilla of evidence that Defendants made publications of the allegedly defamatory statements to third parties. As a result, the question of whether defamatory statements were published to a third party is ordinarily one for the jury. Abofreka v. Alston Tobacco, Co. 288 S.C. 122, 127 341 S.E.2d 622, 625 (1986).

When confronted with a defamation action, the defendant may assert the affirmative defense of conditional or qualified immunity. Swinton Creek Nursery v. Edisto Farm Credit, ACA, 334 S.C. 469, 514 S.E.2d 126, 134 (1999). Under this defense, one who publishes defamatory matter concerning another is not liable for the publication if (1) the matter is published upon an occasion that makes it conditionally privileged and (2) the privilege is not abused. Id. "[T]he question whether an occasion gives rise to a qualified or conditional privilege is one of law for the court." Id. However, the question whether the privilege has been abused is one for the jury. Id. Factual inquiries, such as whether the defendants acted in good faith in making the statement, whether the scope of the statement was properly limited in its scope, and whether the statement was sent only to the proper parties, are generally left in the hands of the jury to determine whether the privilege was abused." Id.

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In the matter currently before the Court, Plaintiff has submitted a mere scintilla of evidence that shows that a conditional privilege was abused as a result of the privilege holder acting in bad faith. During the deposition of Andree Lloyd, when asked whether she believed that Cook had grabbed Clevinger so hard that Cook had bruised Clevinger's arms, Lloyd replied "No." Lloyd Dep. 39:10-15. When asked whether she thought Clevinger was "mentally unbalanced," Lloyd replied "Yes," and added "And a liar." Lloyd Dep. 40:6-9.

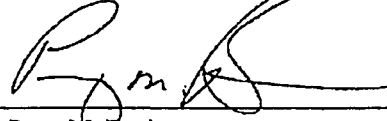
The question as to whether words spoken, if actionable in themselves, were spoken maliciously and defamatorily is always a question for the jury. Bell v. Bank of Abbeville, 208 S.C. 490, 496, 38 S.E.2d 641, 644 (quoting Smith v. Youmans, 3 Hill 85, 21 S.C.L. 43). The Court finds that Plaintiff has presented a mere scintilla of evidence to show that the words published by Clevinger were spoken maliciously and defamatorily. As a result, the Court finds that this question is one for the jury.

CONCLUSION

In the instant action, based upon the evidence before the Court, whether a publication was made is a question for the jury to decide. Likewise, whether any qualified privilege was abused by Clevinger is also a question for the jury to decide.

IT IS THEREFORE ORDERED that Defendants' Motion for Summary Judgment is hereby DENIED.

AND IT IS SO ORDERED.



Perry M. Buckner
Presiding Judge, Fourteenth Judicial Circuit

Walterboro, South Carolina

November 15, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

LYDIA COOK,

Plaintiff,

v.

REGIONS BANK AND ROBYN
CLEVINGER,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2011-CP-25-343

**ORDER DENYING DEFENDANT'S
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT**

This matter came before the Court on March 20, 2014, for hearing on Regions Bank and Robyn Clevinger's (collectively "Defendants") post-trial motion pursuant to Rule 50, SCRPC, for a judgment notwithstanding the verdict. Present before the Court were John E. Parker and William F. Barnes, III on behalf of the Plaintiff, Lydia Cook; John H. Tiller and Amy F. Bower on behalf of Regions Bank; and E. Mitchell Griffith on behalf of Robyn Clevinger. After reviewing the parties' submissions and hearing argument from counsel, the Court denies Defendants' post-trial motion pursuant to Rule 50, SCRPC for the reasons stated below.

STANDARD OF REVIEW

In considering a motion for a judgment notwithstanding the verdict ("JNOV"), the trial court must view all the evidence and its inferences in a light most favorable to the non-moving party. Horry County v. Laychur, 315 S.C. 364, 367, 434 S.E.2d 250, 261 (1993). If the evidence as a whole is susceptible to more than one inference, a jury issue is created and the motions for directed verdict and JNOV are properly denied. Hainer v. Am. Med. Intern., Inc., 320 S.C. 316, 320, 465 S.E.2d 112, 115 (Ct. App. 1995). When deciding a motion for a JNOV, the "trial judge is concerned with the existence, not its weight." Burns v. Universal Health Servs., Inc., 361 S.C. 221, 232, 603 S.E.2d 605, 611 (2004).

ANALYSIS

The Defendants move on several grounds for a JNOV. First, the Defendants contend that the Plaintiff failed to prove that a publication was made to a third-party. Based on the evidence presented at

trial, the Court finds that there was evidence that the defamatory statements were published to a third-party. The defamatory statement was published to third-parties including: Suzanne Freeman, Andree Lloyd, Holly Johnson, Patty Austin, Barbara Simpkins, and Robyn Clevinger's husband. Next, the Defendants contend that even if a publication was made, the only reasonable inference from the evidence is that the statement was privileged and not abused. (Memo. in Supp. p. 5). Based on the evidence presented in this case, I find that the evidence gave rise to a qualified privilege because the defamatory statements were published to other employees of Regions Bank. Under South Carolina law it is well established that "[f]actual inquiries, such as whether the defendants acted in good faith in making the statement, whether the scope of the statement was properly limited in its scope, and whether the statement was sent only to the proper parties, are generally left in the hands of the jury to determine whether the privilege was abused." Swinton Creek Nursery v. Edisto Farm Credit, 334 S.C. 469, 485, 514 S.E.2d 126, 134 (1999). The testimony of Andree Lloyd, among other evidence, supports an inference that

management at Regions Bank knew Clevinger's defamatory statements were fabricated and not true. As a result, a factual issue was presented that warranted submission to the jury of whether the privilege was made in good faith or abused. By the jury awarding actual damages and, more specifically, punitive damages to the Plaintiff, the jury found under the Court's instructions that any qualified privilege was not made in good faith and the scope of the privilege was exceeded.

Finally, the Defendants contend that the Plaintiff presented no evidence that the Defendants' conduct was intentional or reckless, and as a result, punitive damages are not warranted. Andree Lloyd's testimony, among other evidence, supports an inference that management at Regions Bank knew Clevinger's defamatory statements were fabricated and not true. The evidence is also susceptible of an inference that Clevinger was using these statements to retaliate against Cook for the complaint Cook made about Clevinger on April 6, 2011. When a statement is subject to a qualified privilege, it is for the

plaintiff to show "malice in fact – that is, that the defendant was actuated by ill will in what he did and said, with the design to causelessly and wantonly injure the plaintiff." Bell v. Bank of Abbeville, 208 S.C. 490, 494-95, 38 S.E.2d 641 643 (1946). Actual malice is knowledge that the statement was false or made with reckless disregard of whether it was true or false. Swinton Creek Nursery, 334 S.C. at 485, 514 S.E.2d at 134. There was substantial evidence presented during the trial which warranted submission to the jury on whether the qualified privilege was abused or exceeded. This evidence also supports an inference that the defamatory statements were made with actual malice – that is intentionally or with reckless disregard.

CONCLUSION

Considering the evidence and testimony admitted during the trial, as a whole, in a light most favorable to the Plaintiff, as the Court is required to do, the Court denies Defendants' post-trial motion pursuant to Rule 50, SCRCP.


Brooks P. Goldsmith

Edisto Island, South Carolina
April 30, 2014

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-25-343

LYDIA COOK
PLAINTIFF(S)

REGIONS BANK AND ROBYN CLEVINGER
DEFENDANT(S)

Submitted by: William F. Barnes, III

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. ☐ See Page 2 for additional information.
- ☐ **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: JUDGMENT AGAINST REGIONS BANK AND ROBYN CLEVINGER IN FAVOR OF LYDIA COOK IN THE AMOUNT OF \$375,000.00 ACTUAL DAMAGES AND \$125,000.00 PUNITIVE DAMAGES. PURSUANT TO S.C. CODE ANN. § 15-37-30, INTEREST AT THE LEGAL RATE FROM JANUARY 16, 2014, THE TIME OF THE VERDICT, UNTIL THIS JUDGMENT IS ENTERED SHALL BE COMPUTED BY THE CLERK AND ADDED TO THE COSTS THAT THE PLAINTIFF IS ENTITLED TO.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT 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 (List amount(s) below)
Lydia Cook	Regions Bank and Robyn Clevinger	\$500,000.00
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

2139
Judge Code

APR 30 2014
Date

For Clerk of Court Office Use Only

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

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ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Brooks P. Goldsmith, Circuit Court Judge

Case No. 2011-CP-25-343
Appellate Case No. 2014-001196

RECEIVED
JAN 27 2016
SC Court of Appeals

Lydia Cook, ... Respondent,

v.

Regions Bank and Robyn Clevinger, ... Appellants.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

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By: _____

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Columbia, South Carolina
January 20, 2016