THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Honorable Robert E. Hood, Circuit Court Judge

Case No. 2014-CP-40-00271

Kerry Paul,

Appellant,

v.

South Carolina Department of Employment and Workforce,

Respondent.

RECORD ON APPEAL
VOLUME I

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11403

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR
	)	THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	Case No.: 2014-CP-40-271
Plaintiff,	)	
vs.	)	**JOINT STIPULATION OF DISMISSAL *WITH PREJUDICE***
Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

2014 OCT 2 AM 11:3

Pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure, the parties through their undersigned attorneys of record, hereby voluntarily stipulate to the dismissal, **with prejudice**, of all claims asserted or that might have been asserted in this action against Defendant Cheryl Stanton only. The parties shall bear their own costs and attorneys' fees.

Dated this 16 day of October, 2014.

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Attorneys for Defendants

FORM 4

11403

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014CP4000271

Kerry Paul

PLAINTIFF(S)

Cheryl Stanton
South Carolina Department of Employment and Workforce

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk : Defendant's motions to Compel + for Protective Order are UNDER ADVISEMENT. Hearing to be held the week of July 28th, 2014.

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
		$
		$
		$

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 Kerry _____ **Judge Code** 2164 **Date** July 23, 2014

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20 _____ and a copy mailed first class or placed in the appropriate attorney's box on this 28 day of July, 20 14 to attorneys of record or to parties (when appearing pro se) as follows:

Nancy Bloodgood

Eugene Hamilton Matthews

William H. Davidson II

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

received 7/30/14

SCANNED

11403

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014-CP-40-00271

Kerry Paul

PLAINTIFF(S)

South Carolina Department of Employment and Workforce

DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☒ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☒ Other Dismissed without prejudice

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

2015 JAN 7 PM 2:27
RICHLAND COUNTY, S.C.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : Complaint is dismissed with prejudice.

INFORMATION FOR THE PUBLIC INDEX

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

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

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 Pettad **Judge Code** 2164 **Date** January 7, 2015

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 14 day of Jan, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

Nancy Bloodgood
ATTORNEY(S) FOR THE PLAINTIFF(S)

Christi Cox
ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

received 1/20/15

SCANNED

SCRCP Form 4C (10/2011)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. South Carolina Department of Employment and Workforce, Defendant.	)	C/A No.: 2014-CP-40-00271 **ORDER**

RICHLAND COUNTY FILED
2015 JAN -7 PM 2:27
JEANNETTE W. McBRIDE C.C.P. & G.S.

This matter was before the court on November 25, 2014, for a third and final hearing to determine whether and to what extent the Plaintiff should be sanctioned for repeated discovery abuses in violation of Rule 37, SCRP and whether Plaintiff's claims should be dismissed for her intentional breach of and improper use of Defendant SCDEW's attorney-client privileged information. After conducting three separate hearings; reviewing the pleadings, discovery exchanged, transcripts, affidavits and submissions of the parties; and after considering the legal authority submitted by the parties, as well as the arguments, statements and representations of the parties and counsel, I find and conclude that the Plaintiff's complaint should be dismissed with prejudice.

The rationale for my decision is set forth in detail below. In short, Plaintiff's repeated and intentional lack of candor before this Court regarding basic discovery issues necessitates dismissal of her claims. Over the course of six months Plaintiff has changed her discovery position no less than four times in hearings and discovery responses. Plaintiff's abusive discovery conduct began with her unjustified refusal to name alleged factual witnesses, and

SCANNED

ended with Plaintiff's denial that any such witnesses ever existed. Before finally admitting she had no direct witness to disclose, Plaintiff submitted numerous contradictory statements in her sworn discovery responses, failed to disclose her communications with SCDEW's General Counsel, and intentionally referenced information, which on its face, was covered by the attorney-client privilege. The end result is that the Plaintiff admittedly cannot and/or will not identify a single witness capable of verifying the defamation allegations in her Complaint. Because the Plaintiff is unwilling to abide by the rules and orders of this Court and because the Plaintiff has now ultimately admitted her allegations are nothing more than mere speculation, the Plaintiff's claims should be dismissed.

BACKGROUND

This case arises from events surrounding Plaintiff's termination as Director of Human Resources from the South Carolina Department of Employment and Workforce ("SCDEW"). On January 14, 2014, the Plaintiff was terminated by SCDEW after it discovered *(inter alia)* the Plaintiff had downloaded Personal Identifying Information ("PII") from SCDEW's secure computer network to an unencrypted thumb drive. As a result of her termination, Plaintiff initiated two separate legal actions: 1) a grievance proceeding challenging the factual and legal basis of her suspension and termination; and 2) this lawsuit. Plaintiff's grievance proceeding is not before this Court, and is not affected by this order.

In this lawsuit, Plaintiff sued SCDEW and its director, Cheryl Stanton, alleging causes of action for defamation, abuse of process and violation of S.C. Code §1-11-490.[1] Plaintiff alleges

[1] S.C. Code § 1-11-490 requires state agencies to "disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of this State whose unencrypted and unredacted personal identifying information was, or is reasonably believed to have been, acquired by an unauthorized person when the illegal use of the information has occurred or is reasonably likely to occur or use of the information creates a material risk of harm to the resident." Plaintiff's complaint does not appear to state a viable cause of action under § 1-11-490. *See* Morgan v. Haley, 2013 WL 8336089 (Common Pleas, Feb. 4,

that SCDEW falsely reported Plaintiff's download of PII to the South Carolina Law Enforcement Division (SLED) as a "data breach," which induced SLED to procure and serve a search warrant on Plaintiff at her home. Plaintiff also alleges that SCDEW defamed Plaintiff by referring to her as a "thief" and by reporting Plaintiff's download of PII to third parties and the public-at-large in a manner that caused Plaintiff to suffer damages. Eventually, Plaintiff voluntarily dismissed all claims against Stanton with prejudice, leaving SCDEW as the only defendant.[2]

PLAINTIFF'S DISCOVERY ABUSES

Plaintiff's refusal to identify witnesses that may support her claims and her intentional unwillingness to provide complete and accurate discovery responses has a long and frustrating history. On March 28, 2014, SCDEW served Plaintiff with initial interrogatories and requests for documents seeking the identity of all witnesses and any other evidentiary support for the allegations in the Plaintiff's Complaint.[3] Some of SCDEW'S interrogatories required Plaintiff to "identify all 'false and defamatory statements' . . . alleged in . . . Plaintiff's Complaint, including: (a) the time and date of the statement, the person(s) who received the statement, and

---

2013).

[2] SLED is not, and has never been, a party to this action. Prior to dismissing Stanton, Plaintiff filed a motion to amend her complaint to join SLED as an additional defendant, however, Plaintiff apparently abandoned her motion and this order renders such motion moot. With regard to the abuse of process claim, the Plaintiff makes no specific allegations against SCDEW, but instead alleges that Stanton was "acting outside the scope of her employment." With the dismissal of Stanton as a Defendant, it appears that Plaintiff's Complaint fails to state a viable claim for abuse of process. S.C. Code 15-78-70, *Argoe v. Three Rivers Behavioral Ctr. & Psychiatric Solutions*, 388 S.C. 394, 403, 697 S.E.2d 551, 556 (2010).

[3] Of specific relevance to this order, Plaintiff's complaint included the following factual allegations:

> "Stanton published false statements inferring that Plaintiff stole, misused, did not confidentially maintain PII data, and/or used such confidential information for financial gain, which statements are false;" Complaint at ¶ 133
>
> "Defendants' false statements and actions . . . were published to persons outside DEW and to lower level employees who had no involvement in this matter or supervisory authority over Plaintiff;" Complaint at ¶ 136
>
> "After Plaintiff was placed on unpaid involuntary leave, Defendant Stanton told lower level employees at DEW and senior staff at other agencies multiple times that Plaintiff is a thief and she was being uncooperative." Complaint at ¶137.

(c) the content of the statement." Other interrogatories required Plaintiff to disclose the identity of SCDEW's "lower level employees" and other persons to whom the "false and defamatory statements" were allegedly made. Finally, other interrogatories sought the identity of "all persons who informed Plaintiff that the [alleged false and defamatory] statements were made."

Plaintiff fails to respond to the written discovery in good faith and refuses to identify the names of the "current SCDEW employees" whom she claims are witnesses to her claims.

On May 30, 2014, Plaintiff served her initial written responses to SCDEW's Interrogatories. Rather than specifically identify the alleged defamatory statements or the purported witnesses, Plaintiff responded that "Stanton has defamed plaintiff repeatedly and often" and that the alleged defamatory statements "were heard by all of the employees who attended meetings Defendant Stanton called in December of 2013 and January of 2014." (Plaintiff's Interrogatory Reponses, Nos. 24, 29). Plaintiff failed to identify any specific defamatory statements allegedly made, and Plaintiff further refused to identify any direct witnesses who allegedly heard the defamatory statements, responding only that "the names of these employees are already known to Defendants." Id.

Plaintiff further alluded in her initial responses to specific witnesses (as if she had spoken with them already) who were current employees of SCDEW. However, Plaintiff flatly refused to identify the names of the witnesses or alleged sources of the facts alleged in her complaint. Plaintiff specifically stated in her written responses that:

> **[Plaintiff] is extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided. Plaintiff will not divulge the name of this DEW employee without a court order as she is not willing to jeopardize his/her job.**

(*See* Plaintiff Interrogatory Responses, Nos. 24, 29, 26, 28, 30 and 31, *emphasis added.*) The clear message from Plaintiff's sworn discovery responses is that the she spoke with current

SCDEW employees whom she believes are direct witnesses to substantiate her allegations, but she refuses to name them. Understandably, Defendants refused to accept Plaintiff's deficient answers and filed a motion to compel.

Plaintiff again refuses to divulge the names of the alleged SCDEW employee witnesses, but now asserts the witnesses are "undiscoverable" because they are clients of Plaintiff's attorney.

Defendants' motion to compel first came before this Court for hearing on July 23, 2014. At that hearing, Plaintiff again acknowledged that she "knows" the identity of certain SCDEW employee witnesses whom she claims were present when the alleged defamatory statements were made. (July 23, 2014 Transcript, p. 22 lines 17-18). This time, however, Plaintiff claimed she would not identify them because these current SCDEW employees were also represented by her [Plaintiff's] attorney:

> PLAINTIFF'S ATTORNEY: Under the rules I have been retained by more than one employee at [SCDEW]. Under the rules of ethics, I have been retained for a similar – they are also afraid that they will get retaliated against.
>
> So these are 20- to 25-year employees at DEW with young families. I understand . . . that if they get fired, they can file a lawsuit for retaliation; but I have to tell you, filing a lawsuit for retaliation means you don't pay your mortgage, you don't have a job, and you are blackballed.
>
> . . . .
>
> THE COURT: So because they hired you, they are now non-discoverable in Ms. Paul's case when they are witnesses?
>
> PLAINTIFF's ATTORNEY: No, no – well, yes, Your Honor. I am not going to provide their names if I cannot.

(See July 23, 2014 Hearing T. pages 27-28).

Upon hearing this representation, this Court immediately adjourned the hearing and directly advised the attorneys that the hearing would be reconvened for purposes of considering sanctions under Rule 37 S.C.R. Civ. P.

Plaintiff serves supplemental discovery responses still failing to identify the current SCDEW employee witnesses, and instead provides alleged details of privileged meetings with SCDEW's outside legal counsel.

On August 5, 2014, Plaintiff supplemented her responses to the interrogatories, setting forth in great detail Defendants' alleged defamatory actions and statements. Plaintiff's responses described one or more alleged meetings between upper-level SCDEW employees and outside counsel who had been retained by SCDEW to provide legal advice. Plaintiff claimed to be paraphrasing or quoting specific statements that allegedly were made during those meetings. Plaintiff again failed to answer Defendants' interrogatories which sought the alleged witness(es) of the statements Plaintiff claims were made. (See August 5, 2014 Letter from Plaintiff's Counsel.)

On August 6, 2014, Defense Counsel wrote Plaintiff's Counsel, expressing concern regarding the information contained in Plaintiff's supplemental discovery responses and noting that Plaintiff's supplemental responses raised "a very serious issue regarding the breach of SCDEW's attorney-client privilege." SCDEW demanded that Plaintiff "identify the source of the breach [of SCDEW's privilege] no later than close of business on Thursday, August 7, 2014." Defense Counsel also expressed concern over Plaintiff's continued refusal to identify the true source of her information. (See August 6, 2014 Letter from Defense Counsel.)

Plaintiff's Counsel responded on August 12, 2014, identifying David Salley, a former SCDEW employee who was not working at SCDEW at the time of the alleged defamation (and who is not even alleged to have been present at the meetings at issue), as well as "other non-DEW employees" as the alleged source of Plaintiff's information regarding SCDEW's attorney-client meetings. Plaintiff did not provide any explanation of how these non-SCDEW employees could be retaliated against or why they would be Plaintiff Counsel's clients in matters adverse to SCDEW. (See August 12, 2014 Letter from Plaintiff's Counsel.)

On August 15, 2014, Plaintiff also finally produced Plaintiff's post-termination cell phone records (records which were previously requested by SCDEW in its original written discovery submitted in March 2014). However, Plaintiff produced these records only after making substantial redactions (at least 600 individual redactions), including all calls between the Plaintiff and any SCDEW employees. (See August 15, 2014 Letter from Plaintiff's Counsel.) Although Plaintiff represented that the redactions also included all calls between Plaintiff and Plaintiff's counsel, Plaintiff never provided a privilege log nor did she ever provide the names of the SCDEW employees with whom Plaintiff spoke, rendering it impossible to know how many of the 600 redacted calls were to SCDEW . Communications with SCDEW employees is not privileged and Plaintiff provided no credible basis to avoid disclosure of the communications.

Plaintiff admits for the first time that she has no direct witness to the alleged defamation, and further represents that she has not talked to any SCDEW employees about this case.

On September 8, 2014, at Defendant's request, I reconvened the hearing on Defendant's motion to compel and for sanctions pursuant to Rule 37 S.C.R. Civ. P. At that hearing, I again engaged Plaintiff's Counsel in a lengthy dialogue in an effort to ascertain the true identity of the SCDEW employees whom Plaintiff claimed were witnesses purportedly "at risk for retaliation" by providing testimony in this case. *See* Transcript of Sep. 8, 2014 hearing, at 21-32.

Ultimately, Plaintiff's Counsel admitted that Plaintiff knew of no specific SCDEW employees at risk for retaliation, and that Plaintiff knew that the attorney-client privilege prevented her from talking to SCDEW employees *ex parte*. Id. at 32, l. 4-5; 45, lines 4-8. Plaintiff's Counsel further represented that Plaintiff did not know of any specific persons who heard the alleged defamatory statements of SCDEW or Stanton, and that Plaintiff did not know who attended the meetings where the statements allegedly were made. Plaintiff's Counsel went on to explain that neither she nor the Plaintiff could definitively identify Plaintiff's witnesses

because Counsel had been "**very careful not to talk to anybody until I'm in a situation where I have a deposition and I can ask him.**" Id. at 32, l. 17; 41, l. 9-17; 31, l. 21-23. Plaintiff's Counsel also represented that Plaintiff "**knows what attorney/client privilege is" and had been instructed not to contact any SCDEW employees.** Id. at 45, l. 4-8.

At that hearing, I expressed grave concern that "somebody [was] misrepresenting information to the court." Id. at 23.

SCDEW subsequently discovers that Plaintiff and her attorney have been communicating with SCDEW's General Counsel during the pendency of this action.

On November 4, 2014, Defendants supplemented the record with three affidavits. One affidavit, given by John Faust, established that Plaintiff had, in fact, placed at least two telephone calls to the personal cell phone number of Derrick McFarland, SCDEW's General Counsel, during the course of this action. The other affidavits, both given by Derrick McFarland, averred that Mr. McFarland had spoken to Plaintiff's Counsel on no less than five occasions during this lawsuit. Mr. McFarland specifically acknowledged that at least one of these communications directly concerned the Plaintiff's employment with SCDEW and facts presented in this lawsuit. Mr. McFarland further acknowledged that he had met personally with Plaintiff's Counsel regarding his "personal employment situation" and had signed a "Legal Services and Fee Agreement" with Plaintiff's Counsel during that meeting, which occurred during the course of this lawsuit. Neither Plaintiff nor Plaintiff's Counsel had previously revealed these facts to Defendants or to this Court. (See Supplemental Affidavits of John Faust and Derrick McFarland.)

Six months after her initial refusal to name her alleged SCDEW employee witnesses, Plaintiff finally admits that she does not have, and never had, any witnesses to the alleged defamation.

On November 25, 2014, I convened a third and final hearing in this matter. At this hearing, Plaintiff again represented that Plaintiff could not identify any specific witnesses to the alleged false and defamatory statements by SCDEW or Stanton. Plaintiff's Counsel also acknowledged, for the first time, that she had maintained an attorney-client relationship with SCDEW General Counsel Derrick McFarland during the pendency of this action.

Plaintiff did not present any evidence to refute the affidavits submitted by SCDEW nor did she present any memorandum or authority in opposition to SCDEW's request for dismissal under Rule 37, SCRCP. At that hearing, Plaintiff requested, and was granted, an opportunity to supplement the record. However, Plaintiff did not avail herself of that opportunity, and has now waived that right.

LEGAL STANDARD & ANALYSIS

In cases of discovery abuse, trial courts have broad discretion to fashion an appropriate remedy. Downey v. Dixon, 294 S.C. 42, 45, 362 S.E.2d 317, 318 (Ct. App. 1987). Rule 37(b)(2)(C) empowers a trial court to impose those sanctions it deems just including, if warranted, an order dismissing the action. "The imposition of sanctions is generally entrusted to the sound discretion of the circuit court." Barnette v. Adams Bros. Logging, Inc., 355 S.C. 588, 593, 586, S.E.2d 572, 575 (2003). "In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." McNair v. Fairfield County, 379 S.C. 462, 467, 665 S.E.2d 830, 832-833 (Ct. App. 2008). Dismissal is "harsh medicine," which should only be invoked when there is "some element of bad faith, willfulness, or gross indifference to the rights

of other litigants." Karppi v. Greenville Terrazzo Co., 327 S.C. 538, 542-43, 489 S.E.2d 679, 682 (Ct. App. 1997)(citing Orlando v. Boyd, 320 S.C. 509, 466 S.E.2d 353 (1996) and Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991)).

In this case, I conclude that dismissal of Plaintiff's complaint is the appropriate remedy. Plaintiff has played "fast and loose" in discovery and with this Court by providing shifting explanations for her failure to identify her alleged witnesses – to finally disclose only after direct questioning by this Court that she never had such a witness who could corroborate allegations of defamation she asserted against Defendants.

Plaintiff's discovery position has changed four times in no less than six months. When Plaintiff was initially asked to disclose the source of factual information alleged in her complaint, she **first** objected on grounds that by identifying witnesses to Defendants, she might expose those witnesses to "retaliation" by SCDEW. Plaintiff's Counsel then refused to disclose the identity of certain witnesses to the court, with a **second** objection that some of Plaintiff's witnesses were also Counsel's clients who were entitled to confidentiality. After Plaintiff and her attorney were warned of potential sanctions for failing to properly identify witnesses, Plaintiff served supplemental discovery responses which provided a **third** explanation that non-SCDEW employees were the alleged source of Plaintiff's factual information (even though Plaintiff admits that these individuals were not present at any meeting when the alleged defamation occurred). None of Plaintiff's newly-identified third-party witnesses met the description of current SCDEW employees susceptible to "retaliation," and none of them were "other clients" of Plaintiff's attorney in matters against SCDEW.

In her **fourth** and final iteration to this court, Plaintiff's Counsel conceded that Plaintiff could not specifically identify any witness to Defendants' alleged defamatory comments, and

that Plaintiff did not know of any witnesses to the alleged defamatory statements of Stanton or SCDEW at the time Plaintiff filed suit. Rather, Defendant finally discovered through its own efforts, and despite Plaintiff's attempts at concealment, that both Plaintiff and Plaintiff's Counsel had been communicating with General Counsel for SCDEW during the course of this litigation. These facts were not disclosed to Defendant or to this court for months, though both Plaintiff and Plaintiff's Counsel had numerous opportunities to make those disclosures and an affirmative duty to do so. Rather, it appears that Plaintiff deliberately tried to conceal her communications with SCDEW employees (including the agency's General Counsel) by redacting certain telephone numbers from Plaintiff's telephone records before producing those records to Defendants. Plaintiff's conduct can only be characterized as bad faith, willfulness or gross indifference to the rights of Defendant.

Plaintiff's transgressions and discovery abuses have caused significant prejudice to Defendants. First, SCDEW has expended considerable time and expense trying to defend itself against serious allegations of defamation that Plaintiff now concedes was based on her own speculation and not on any concrete facts she received from a witness before filing suit. Second, Plaintiff's shifting description of her witnesses without identifying them has made it impossible for SCDEW to investigate and defend itself against Plaintiff's seemingly unfounded allegations for months. Finally – and perhaps most troubling – Plaintiff and her counsel have attempted to use information in their written discovery responses that, on its face, is clearly privileged, as the responses specifically referenced alleged discussions between SCDEW and its outside legal counsel, Thad Westbrook, Esq. Such willful conduct by the Plaintiff displays a direct disregard of SCDEW's fundamental right to preserve its privileged information as well as the rules of this Court. Her attempt to gain an unfair advantage in this litigation by accessing and attempting to

use information that was clearly privileged is highly prejudicial and seriously damaging to SCDEW. Camden v. Maryland, 910 F. Supp. 1115, 1124 (D. Md. 1996).

Moreover, dismissal is warranted as a sanction because the overwhelming evidence before me makes clear that the Plaintiff intentionally provided inaccurate information to this Court and engaged in willful conduct that was grossly indifferent to the Defendants' rights, including its right to preserve its attorney-client privileged information:

- Plaintiff verified "every single one of" her discovery answers (September 8, 2014 Tr. at 22, l. 12-17) – discovery answers that (as described above) tell vastly different (and at times contrary) stories over time. Most notably, Plaintiff's initial written response is completely opposite to her final representation before this Court.

- Plaintiff's Counsel specifically instructed the Plaintiff "not to contact" current employees of SCDEW and represented that Plaintiff "knows what attorney-client privilege is." Id. at 45, l. 4-8. Yet, phone records that Plaintiff produced in this litigation show that Plaintiff called SCDEW's General Counsel on at least two occasions. (See Faust Affidavit.) By Plaintiff's Counsel own admission, such contact was improper.

- Plaintiff's Counsel admits Plaintiff's story has changed over time: "When I – when I talk to my client, every time I talk to her, she remembers and says, oh yeah." Id. at 37, l. 14-16. However, Plaintiff's different answers over time do not merely reflect minor recollections of additional facts, but rather a complete change in the story altogether.

- Plaintiff allegedly learned from former employee David Salley that the alleged defamatory statements were made. September 8, 2014 Tr. at 11-15. However, if true, then Plaintiff originally refused to give Mr. Salley's name in discovery responses for fear he would be "retaliated against" even though he was not an employee at the time the statement was made or when the responses were provided. Id. at 31, l. 24 through 32, l. 4. Plaintiff's refusal to provide discovery is not credible, and she has not explained why her story has changed so drastically over time.

In ordering dismissal of this action, I am mindful of the fact that Plaintiff has an ongoing grievance proceeding, through which she continues to pursue a wrongful termination claim

against SCDEW.[4] Consequently, dismissal of this action does not leave Plaintiff without remedy or recourse. If Plaintiff's employment was wrongfully terminated, as she alleges, she has a remedy that is unaffected by this order. I am also mindful of the fact that, nearly a year after filing this action, Plaintiff remains unable or unwilling to identify a single witness who is competent to testify regarding the alleged statements that form the crux of Plaintiff's entire complaint. A civil lawsuit – particularly one alleging defamation – must be based on more than speculation, rumor or innuendo.[5] *See* Rules 8 & 11 S.C.R. Civ. P. Plaintiff has failed to offer more than that in support of her claims, and – perhaps worse – she has repeatedly misrepresented to this Court the nature of her evidence in efforts to conceal that speculation and innuendo is all she has.

CONCLUSION

WHEREFORE, for the reasons set forth herein, Plaintiff's complaint is hereby dismissed with prejudice.

IT IS SO ORDERED.



The Honorable Robert E. Hood

January 6, 2015

[4] Prior to filing this lawsuit, Plaintiff initiated a grievance proceeding challenging her suspension and termination from SCDEW. After a hearing before the full grievance panel in September 2014, the panel unanimously upheld the Plaintiff's termination. The Plaintiff has exercised her right to appeal this decision to the Administrative Law Court, and this appeal is currently still pending.

[5] In fact, at the July 23, 2014 hearing, Plaintiff's counsel admitted that a defamation claim must allege and show "when, what, where, why, what was said." July 23, 2014 Tr. At 23, l. 25. Plaintiff's Counsel has admitted she and her client did not have any witnesses to provide these facts at the time of filing as required under Rule 11.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Richmond)

Kerry Paul,)
Plaintiff,)

vs.)

Cheryl Stanton, et al.,)
Defendant)

CIVIL ACTION COVERSHEET

2014-CP-05-
2014CP4000271

RICHLAND COUNTY FILED
2014 JAN 15 PM 1:38
JEANETTE W. WALKER C.C.P. & G.S.

(Please Print)
Submitted By: Nancy Bloodgood, Esquire
Address: Foster Law Firm, LLC
895 Island Park Drive, Suite 202, Charleston, SC 29492

SC Bar #: 6459
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Other:
E-mail: nbloodgood@fosterfoster.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts	Torts - Professional Malpractice	Torts – Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☒ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Foreclosure (420)
☐ General (130)	Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	20____-CP-_____-_____	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)		☐ Personal Injury (350)	☐ Possession (450)
_____	☐ Notice/ File Med Mal (230)	☐ Wrongful Death (360)	☐ Building Code Violation (460)
	☐ Other (299)	☐ Other (399)	☐ Other (499)
	_____	_____	_____

Inmate Petitions	Administrative Law/Relief	Judgments/Settlements	Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
_____	☐ Forfeiture-Petition (840)	☐ Transcript of Judgment (740)	☐ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Worker's Comp (960)
	_____	☐ Confession of Judgment (770)	☐ Zoning Board (970)
		☐ Petition for Workers Compensation Settlement Approval (780)	☐ Public Service Commission (990)
			☐ Employment Security Commission (991)

Special/Complex /Other

☐ Environmental (600)	☐ Pharmaceuticals (630)	☐ Other (799)	☐ Other (999)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)	_____	_____
☐ Medical (620)	☐ Foreign Subpoenas (650)		
☐ Other (699)	☐ Motion to Quash Subpoena in Out-of-County Action (660)		
_____			
☐ Sexual Predator (510)			

Submitting Party Signature: Nancy Bloodgood **Date:** 1-15-14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05-_____ **SUMMONS**

RICHLAND COUNTY FILED
2014 JAN 15 PM 1:38
JEANETTE W. McBRIDE C.C.P. & G.S.

TO THE DEFENDANT ABOVE NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the Complaint to the subscriber at **Foster Law Firm, LLC 895 Island Park Drive, Suite 202, Charleston, South Carolina, 29492,** within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief demanded in the Complaint and a judgment by default will be rendered against you.

FOSTER LAW FIRM, L.L.C.

Nancy Bloodgood

Nancy Bloodgood, SC Bar No.: 6459
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Attorneys for Plaintiff

Charleston, South Carolina

Date: 1-15-14

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05-_____ **COMPLAINT** **(JURY TRIAL REQUESTED)**

RICHLAND COUNTY FILED
2014 JAN 15 PM 1:38
JEANNETTE W. McBRIDE C.C.P. & G.S.

The Plaintiff, complaining of the Defendants, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff is a citizen and resident of the County of Lexington, State of South Carolina and is employed in Richland County.

2. Defendant Cheryl Stanton is the Director of The South Carolina Department of Employment and Workforce and a member of Governor Nikki R. Haley's Cabinet. As a Cabinet member, Defendant Stanton is employed by and reports to Governor Nikki R. Haley.

3. Defendant Stanton is a resident of Richland County.

4. The South Carolina Department of Employment and Workforce (hereafter "DEW") is an agency of the State of South Carolina doing business and maintaining offices in Richland County, South Carolina.

5. All pertinent actions alleged in this Complaint took place in Richland County.

6. Jurisdiction and venue are proper in this Court.

FACTS

7. Plaintiff is employed by The South Carolina Department of Employment and Workforce (hereafter "DEW".)

8. Plaintiff is currently the Human Resources Director of DEW although she was placed on involuntary unpaid leave by Defendant Stanton on December 19, 2013.

9. Between December 2012 and July 2013, Plaintiff served as DEW's Interim Chief of Staff. Between May 2013 and September 2013, Plaintiff served as DEW's Interim Assistant Executive Director – Employment Services. In September 2013, Plaintiff returned to a Human Resources Director II position at the Agency.

10. Plaintiff moved to South Carolina and started working for the State's Budget & Control Board in November 2003 as a band 5 employee.

11. The entire time Plaintiff has been a state employee, her performance evaluations have always been "exceeds" or "substantially exceeds" and she has received repeated promotions and bonuses.

12. When the Office of Regulatory Staff was created in 2004, Plaintiff was tasked by the Budget & Control Board with creating its Human Resource (HR) Department.

13. Plaintiff did an excellent job creating the HR Department and was then asked to become the HR Manager for the Office of Regulatory Staff, which she did.

14. In 2007, the Budget & Control Board asked Plaintiff to return as its Assistant HR Director which was a band 7 position.

15. In 2010, while Plaintiff was working at the Budget & Control Board, a new State human resources/payroll system was launched and Plaintiff became the lead person for the HR payroll piece of that new system. Plaintiff contributed significantly to this new system's highly

successful implementation.

16. In 2010, Plaintiff was asked to help a troubled Agency- DEW. Plaintiff agreed to work as a band 8 HR Director II at DEW.

17. Less than seven (7) years after Plaintiff became a State employee, she moved from a $36,000 a year job to a $78,000 job and had been promoted three (3) band levels.

18. Plaintiff has been certified as a Professional in Human Resources since 2006 and a Certified Public Manager since 2008.

19. As Human Resources Director at DEW, Plaintiff is routinely required to work evenings and weekends and frequently carries work home with her on a USB stick.

20. Some employees at DEW, including Plaintiff, are authorized to use USB sticks to work at locations outside of their offices as long as they maintain the confidentiality of any personal employee data, referred to as personally identifiable information (hereafter "PII") in the same manner as they do at work.

21. The only computer where Plaintiff used her USB stick was DEW's computers and her home computer. The last time Plaintiff used her personal USB stick in her home computer was in September of 2013.

22. As a Human Resources Director II, Plaintiff's job responsibilities include directing the delivery of benefit programs including health care insurance, retirement systems, disability insurance, group life insurance, deferred compensation and other tax sheltered annuities. These duties require her to access and maintain the confidentiality of personal identifying information (PII) on a daily basis.

23. For over a decade, Plaintiff has accessed PII at work and at authorized locations outside of her office, maintaining the confidentiality of all PII with no allegations that she ever

accessed or used PII data in a negligent or incorrect manner.

24. Additionally, Plaintiff is responsible for directing and overseeing the training of employees at DEW. Training personnel at DEW have to put power points on USB sticks for training and have used USB sticks for years.

25. Upon information and belief, no employee at DEW who is authorized to use USB sticks has ever been disciplined for using USB sticks.

26. Defendant Cheryl Stanton assumed the position of new Director of DEW at the end of June of 2013.

27. Prior to this job, Defendant Stanton was an attorney in New York.

28. The Governor is allowed to choose the Directors of Agencies in her Cabinet but there is a process and rules that the Governor is supposed to follow.

29. Specifically, the Governor is supposed to choose from at least three (3) applicants who have been vetted by appointed Legislative committees.

30. Plaintiff was told the Governor wanted to hire Defendant Stanton because Stanton was a friend of Catherine Templeton's.

31. Plaintiff was told the Governor had already made the decision to hire Defendant Stanton but the Governor had to make it seem like she was following the rules, so Plaintiff was needed to be one of the three (3) applicants to be interviewed.

32. Plaintiff was told she would not be hired and that she was expected to remain as an employee at DEW after the hiring of Defendant Stanton was completed.

33. Another high level employee at DEW was also asked to apply for the DEW Director position and he was also told beforehand that he would not be hired.

34. This is not the first time the Governor has dictated the actions of staff members in

her Cabinet Agencies.

35. When the Legislature had serious concerns about how public funds at DEW had been spent, the Governor's office staff trained DEW employees, including Plaintiff, on how to evade the Legislators' questions and provide as little information as possible to them when the employees were asked questions.

36. Shortly after Defendant Stanton took over as Director of DEW, there was a meeting in Asheville, North Carolina.

37. Plaintiff and Ms. Stanton drove together to Asheville. They met the rest of the team at the hotel and all went to dinner that night. The next morning at 6:30 a.m., Plaintiff went to Defendant Stanton's room to retrieve a laptop that she had loaned Defendant Stanton the night before. During all of time Plaintiff was with Defendant Stanton, Defendant Stanton made no remarks to her at all about needing to have a "plan" for the meeting in Asheville.

38. While in Asheville, Defendant Stanton and Plaintiff discussed and agreed that Plaintiff would not assume and manage the audit function at DEW as Ms. Stanton had been considering; they agreed that the Chief Financial Officer (CFO) should perform that function as Plaintiff already had many work responsibilities.

39. The next morning, when they were all back in Columbia, Defendant Stanton, in the presence of the Assistant HR Director, asked the CFO to continue handling the audit function, and he agreed that he would do so.

40. Then, within a matter of hours, Defendant Stanton announced to the staff that Plaintiff would start managing the audit function with help from the CFO. Plaintiff was understandably surprised and confused by Defendant Stanton's contradictory statements.

41. Two days later, Defendant Stanton called Plaintiff into her office and began yelling at her in a very loud and angry manner. Defendant Stanton was very upset and told Plaintiff that she thought Plaintiff had "disrespected her" and that she would not tolerate it.

42. Plaintiff expressed her surprise and confusion, and asked what she had done. Defendant Stanton told Plaintiff that Plaintiff she had not given her enough time before the meeting in Ashville to explain the "plan" she had for the meeting to Plaintiff; that Plaintiff she had left a meeting two days earlier "too abruptly"; that Plaintiff appeared upset when Defendant Stanton had announced Plaintiff would take over the audit function; and that Plaintiff had been late to an afternoon meeting a few days earlier.

43. Plaintiff explained she was not upset, she was just confused and caught off guard when Defendant Stanton stated she was taking over the audit function as that was the opposite of what she understood. Plaintiff also explained that she was late for one meeting because there had been an employee in her office crying due to her husband being hospitalized and near death and the employee needed FMLA questions answered.

44. Plaintiff told Defendant Stanton that she was confused by her anger and Defendant Stanton continued to repeat angrily that she would not be "disrespected."

45. Plaintiff thought Defendant Stanton's behavior was so strange that she went to check on Defendant Stanton that afternoon to see if she was ok.

46. Two weeks later, on August 7, 2013, Defendant Stanton called Plaintiff to her office again. This time, Defendant Stanton informed Plaintiff that she wanted her to leave DEW.

47. Defendant Stanton told Plaintiff that even though she had done an exceptional job for the Agency, it was confusing to the staff because Plaintiff was perceived as the informal leader of the organization.

48. Defendant Stanton stated it was unfair to the staff and to Plaintiff as they needed to view Defendant Stanton as the leader, not Plaintiff.

49. Defendant Stanton told Plaintiff to contact the Governor's Chief of Staff, Ted Pitts, because he had agreed he would place Plaintiff somewhere else in the Governor's Cabinet.

50. Plaintiff contacted Ted Pitts later that day. Ted Pitts was unaware of why Plaintiff was calling; he was polite but he told Plaintiff he had not agreed to find her another position.

51. The next day, Defendant Stanton, Mr. Pitts and Plaintiff met at the Statehouse. During that conversation, it was agreed Plaintiff would return to her Human Resources Director role at DEW.

52. Mr. Pitts agreed that he would be a reference if Plaintiff wanted to find other employment.

53. Two (2) weeks later, Ted Pitts wrote an email to Trey Walker (USC Legislative Liaison) on Plaintiff's behalf stating: a) he had worked closely with Plaintiff; b) that Plaintiff had stepped up and helped the Agency in multiple roles while it was going through a transition; c) Plaintiff did a great job; and d) Plaintiff had been one of the leaders in righting the Agency as it dealt with tough budget and reorganization initiatives.

54. On August 12th, Plaintiff started moving her office from one location to another one within DEW's HR department in the same building (The Robert E. David building). This move had been planned since March 2013, before Defendant Stanton was hired, due to restructuring and space needs within the Agency.

55. At 9:30 am, Plaintiff was called into Defendant Stanton's office and told she was not to move her office until Defendant Stanton gave her permission.

56. That same week, Defendant Stanton called Plaintiff and another employee, the

PR Director, to her office. Again, she was very angry at Plaintiff. Previously, Plaintiff had advised the PR Director not to contact a former employee who was spreading gossip about the PR Director, but the PR Director had nevertheless contacted the former employee against Plaintiff's advice.

57. Defendant Stanton falsely accused Plaintiff of spreading gossip and encouraging the PR Director to contact the former employee. After this meeting, the PR Director received no counseling or warning and was returned to her position by Defendant Stanton but not surprisingly, Defendant Stanton sent Plaintiff home immediately and told her not to return until the next week.

58. It was about this time that the Governor's Chief of Staff Ted Pitts told Plaintiff that there was a "personal conflict" between Defendant Stanton and Plaintiff after Plaintiff had called him to ask for advice regarding Defendant Stanton's animosity towards her.

59. Next, Defendant Stanton required Plaintiff to request in writing to Defendant Stanton or her Chief of Staff Darrel Scott, and also to receive advance authorization from one of them, if Plaintiff wanted to communicate verbally, by email or in writing with anyone on the DEW Executive Leadership team, with any 6th floor staff in the Robert E. David Building, or with any employee visiting any 6th floor office.

60. Defendant Stanton also refused to inform anyone on the DEW Executive Leadership team or any 6th floor staff members that they were no longer permitted to communicate with Plaintiff; this action was evidently intended by Defendant Stanton to be a "secret" prohibition imposed on Plaintiff.

61. On September 4, 2013, Defendant Stanton moved Plaintiff across the street into the Harper Building and kept in place her secret prohibition against Plaintiff speaking to anyone.

62. Plaintiff's office in the Harper Building was in the corner surrounded by a copier and two conference rooms. There were no other employees near Plaintiff.

63. The next week, Defendant Stanton formally removed Plaintiff from the Executive Leadership Committee and no longer allowed her to attend the weekly meetings Plaintiff had been attending since July of 2010.

64. Defendant Stanton then removed Plaintiff's name from the list of management employees at DEW.

65. On September 25th, Defendant Stanton told Plaintiff that she could only communicate with certain HR employees via e-mail and she could only talk to HR employees during training.

66. On October 29th, there was a large group meeting in the Harper Building Auditorium on the 3rd floor.

67. Employees of DEW were in the auditorium and the UI Director and Assistant UI Director asked Plaintiff when they saw her if they could come to Plaintiff's office.

68. Plaintiff spoke to them briefly, no more than five (5) minutes. The topic was Halloween and what each of their families was doing for Halloween. They also discussed a Mexican restaurant one of them had eaten at the night before. Nothing regarding work was discussed.

69. On October 31st, Defendant Stanton presented Plaintiff with a written reprimand for speaking to these two employees. When Plaintiff tried to explain what the conversation was about, Defendant Stanton angrily told Plaintiff to "stop playing games."

70. Plaintiff explained to Defendant Stanton that she had not been able to stop the employees from talking to her because Defendant Stanton had explicitly prohibited her from

telling anyone about the secret prohibition against talking to employees that applied to her.

71. Defendant Stanton then forbade Plaintiff from entering or being in the Robert E. David Building completely.

72. On November 5th, Defendant Stanton told Plaintiff that Plaintiff had agreed to a December 31st deadline to find a different job.

73. Plaintiff told Defendant Stanton she had never agreed to a December 31st deadline to find a job.

74. On December 11, 2013, Defendant Stanton sent Plaintiff an e-mail insinuating Plaintiff had violated DEW's Acceptable Use Policy regarding electronic data and instructed Plaintiff to obtain two (2) USB sticks she had previously purchased for the training department and give them to Adam Twitty, IT Security at DEW.

75. Plaintiff retrieved the two (2) USB sticks from the Training Department and took them to her office. Plaintiff then phoned Adam Twitty and left him a voicemail. Plaintiff also emailed Defendant Stanton, Neil Adcox, Adam Twitty and Koa Morgan informing them that she had retrieved the two (2) USB sticks and that she had not used them.

76. DEW's Acceptable Use Policy addresses the use of portable devices, not the procurement of them. Plaintiff had routinely over the years procured USB sticks for her staff who are trained and authorized to use USB sticks in accordance with DEW's Acceptable Use Policy.

77. At the end of the day on December 11th, Adam Twitty had still not contacted Plaintiff to make arrangements to retrieve the USB sticks in her office so Plaintiff e-mailed the above parties again stating that Adam Twitty had not been in contact with her and that the two (2) USB sticks were on her desk.

78. Plaintiff was sick on December 12, 2013 and was out all day. On Friday, December 13, 2013, Plaintiff went to a meeting at Midlands Tech Airport campus. When Plaintiff returned to DEW in the afternoon, she realized the two (2) USB sticks were missing from her desk and her locked office. Plaintiff's office always remains locked; she carries the key to the door with her ID badge on a lanyard and it is set to lock automatically when Plaintiff closes the door.

79. Plaintiff e-mailed Defendant Stanton, Koa Morgan and Neil Adcox stating that the two (2) USB sticks were no longer on her desk and that she assumed Defendant Stanton had retrieved them while she was out. Plaintiff asked Defendant Stanton to confirm she had the two (2) USB sticks but Plaintiff never received a response from Defendant Stanton.

80. That same day, on December 13, 2013, the Governor's Chief of Staff called Plaintiff and told her that Defendant Stanton could terminate her employment if Plaintiff "got in her way of running the Agency" so Plaintiff knew that she no longer had the support of the Governor's office.

81. On December 19th, Ms. Stanton suspended Plaintiff without pay and without any explanation.

82. Defendant Stanton's animosity towards Plaintiff is well known to Governor Haley, the Governor's Chief of Staff, and all of the senior leadership at DEW.

83. Defendant Stanton's personal animosity towards Plaintiff was known or should have been known to SLED agents when they obtained a search warrant against Plaintiff on December 20, 2013 at the direction of Defendant Stanton.

84. Defendant Stanton was acting with a personal vendetta against Plaintiff, with malice, and outside the scope of her authority when she contacted SLED and requested that

SLED obtain a search warrant to search Plaintiff's home and car.

85. The search warrant was irregular on its face and was not supported by any probable cause.

86. Upon information and belief, the Governor's office advised SLED it agreed with Defendant Stanton's request for a search warrant prior to the time SLED procured the irregular search warrant and SLED. The Governor's office knew or should have known the search warrant was not supported by probable cause and that Defendant Stanton had obtained it to threaten and intimidate Plaintiff.

87. SLED, knowing it had no probable cause that Plaintiff had committed any ethical violation, knowing Defendant Stanton had no evidence Plaintiff had done anything other than use her USB at work as she had routinely done and as many other DEW employees had routinely done for many years, nevertheless procured an irregular search warrant for Plaintiff's home and car.

88. SLED should have required Defendant Stanton to have probable cause for a search warrant as it is obliged to do so under law but SLED failed to do so. Instead, upon information and belief, SLED procured a search warrant based on who was requesting it, not based on probable cause.

89. Defendant Stanton intentionally misled SLED, alleging that Plaintiff had personal identifying information (PII) about DEW employees in her possession that Plaintiff was not authorized to have (which even had it been true, would not be a crime) and told SLED that Plaintiff had breached the confidentiality of PII data.

90. Defendant Stanton's false and reckless statements to SLED regarding alleged missing PII data were intended to harm Plaintiff.

91. Although Plaintiff was, and always had been, in full compliance with DEW's Acceptable Use Policy regarding technology access, Defendant Stanton falsely alleged and published to lower level employees and employees outside of DEW after she convinced SLED to obtain a search warrant for Plaintiff's home and car that Plaintiff had "stolen" PII.

92. DEW's Acceptable Use Policy permits users to access the computer systems from remote locations and to use portable devices (including USB sticks) as long as the Acceptable Use Policy is adhered to during such use.

93. Plaintiff adhered to DEW's Acceptable Use Policy by obtaining the approval and permission of DEW's IT Director in early August to place her templates and work product on a USB stick so she could use them at her next job position and not have to recreate the many employment related documents Plaintiff had developed and frequently used.

94. When Plaintiff downloaded her templates and work product in August 2013on her USB stick with the express permission of IT so she could use it in a future Human Resources position with the State, Plaintiff's USB stick did not harm the network nor put a virus on her laptop or the network.

95. Plaintiff's use of her USB stick at work and at her home or at other locations was expressly permitted by DEW's IT staff and required due to the nature of her HR work.

96. The templates and work product Plaintiff placed on the USB stick likely contained PII data, but Plaintiff maintained that PII data in the same secure manner she did her computer data, and in full compliance with DEW's Acceptable Use Policy.

97. Plaintiff routinely placed work information and files on her USB drive and if there was a significant amount of PII data on the drive it was inadvertent on Plaintiff's part and likely due to what was in various files..

98. If and when there came a time for Plaintiff to use the templates and work product that were on her USB stick at another state agency, Plaintiff would have ensured no PII was compromised, in the same manner as she had handled confidential PII for a decade.

99. Defendant Stanton acted outside the scope of her authority as Director when she fabricated Plaintiff's alleged theft or misuse of PII data.

100. The search warrant Defendant Stanton induced SLED agents to obtain does not allege Plaintiff violated DEW's Acceptable Use Policy.

101. The search warrant is irregular on its face as it is issued pursuant to S.C. Code § 16-15-405, a criminal statute addressing second degree sexual exploitation of a minor. Further, this search warrant alleges Plaintiff violated the State Ethics Act, not that she stole PII or compromised the security of PII. Specifically, the irregular search warrant states that it is issued based on S. C. Code § 8-13-725 which is a statute that prohibits a public employee from using confidential information gained in the course of her job to affect an economic interest held by her or a member of her immediate family.

102. An Affidavit submitted by a SLED agent in support of the search warrant does not mention Plaintiff using confidential information for financial gain; it does not state what or whose economic interest has been affected; and it does not state how an economic interest has been affected, when or how.

103. Upon information and belief, Defendant Stanton does not contend, and never has contended, that Plaintiff used PII data to benefit her or her family financially. Rather, Defendant Stanton has falsely stated to employees and other persons outside DEW, including SLED, that Plaintiff has "stolen" PII data.

104. Upon information and belief, Plaintiff was intentionally set up by Defendant Stanton

when Defendant Stanton provided false information regarding the confidentiality of PII data in Plaintiff's possession to both SLED and the Governor.

105. Upon information and belief, SLED and the Governor knew or should have known the information being provided to them by Defendant Stanton about Plaintiff was false as they were aware of Defendant Stanton's animosity towards Plaintiff..

106. Based on Defendant Stanton's repeated actions of fabricating issues to complain about regarding Plaintiff and coupled with the Governor's Chief of Staff's apparent change of heart regarding helping Plaintiff obtain other employment, Plaintiff was suspicious that Defendant Stanton was going to use the fact that two (2) USB sticks were taken from her locked office against her to terminate her employment.

107. Later, Plaintiff learned that Defendant Stanton did in fact allege Plaintiff downloaded PII data on these two (2) USB sticks without permission and that the download on December 18, 2013 triggered new software security DEW was using.

108. Plaintiff did not have the two (2) USB sticks in her possession on December 18, 2013 so she could not have downloaded anything on December 18, 2013 to trigger software security as Defendant Stanton falsely reported to the Governor's Chief of Staff.

109. The Governor's Chief of Staff subsequently told Plaintiff on January 3, 2014 that the Agency determined PII information was downloaded onto Plaintiff's USB sticks on November 20, 2013. Assuming the security software picked up an unauthorized PII download on November 20, 2013, the IT Security team evidently thought nothing of it at the time as it failed to report the matter to Plaintiff or to anyone.

110. Even if Plaintiff downloaded PII data on November 20, 2013 to her USB stick, she was authorized to do so and had she been shown the PII data she allegedly downloaded she

likely could have explained why she needed the information downloaded or how she was using it, what files were downloaded, as well as how she was protecting the PII data's confidentiality.

111. Plaintiff was, and remains, completely unaware that she downloaded any PII data on November 20, 2013 but may have inadvertently done so.

112. Plaintiff did not access or utilize any PII data from DEW's IT network at her home as her home computer was broken after September 2013.

113. Defendant Stanton and the Governor knew, or should have known, based on Plaintiff's excellent performance record that Plaintiff routinely downloads PII data as she is required to do so to perform her job, that Plaintiff is authorized to download PII data, that Plaintiff has been authorized to work with PII data for many years and has to in order to handle benefits information for employees, and that Plaintiff has always acted in full compliance with DEW's Acceptable Use Policy.

114. After Defendant Stanton did not respond to Plaintiff's email asking for confirmation that Defendant Stanton had taken the two (2) USB sticks out of Plaintiff's locked office, Plaintiff deleted all of the information on her USB stick, including her templates and the work product she had put on her USB stick in August of 2013, and then Plaintiff destroyed the USB stick entirely not only to ensure that none of the PII information on the USB stick was ever compromised, but mostly importantly to protect herself from additional false allegations by Defendant Stanton.

115. By destroying the USB stick, Plaintiff was strictly adhering to DEW's Acceptable Use Policy and ensuring to the best of her ability that there would be no unauthorized use of agency data or PII. Further, destroying the PII data on her USB stick is exactly the same thing Plaintiff does when she shreds printed PII data from her computer at work or shreds handwritten PII data that she has accessed and used.

116. Shredding and properly disposing of confidential PII data is something Plaintiff does repeatedly almost every day as part of her job and until Defendant Stanton, as part of her personal vendetta against Plaintiff, decided to make it an issue, Plaintiff's actions regarding PII data have been a non-issue. In short, there is absolutely no evidence that Plaintiff has ever acted in any manner other than to maintain the confidentiality of all PII data she accesses.

117. On December 19, 2013, had Defendant Stanton, SLED or anyone at the Governor's office followed standard management practice and talked to Plaintiff prior to requiring SLED to obtain an irregular search warrant with no probable cause to support a search of Plaintiff's home and car, Plaintiff could have easily explained to them that she had effectively and properly deleted all of the PII data on her USB stick and then crushed it in order to protect herself from Defendant Stanton's personal vendetta against her.

118. However, Plaintiff was suddenly put on leave without pay on December 19, 2013 and provided no information for the reason for the suspension.

119. Plaintiff did not become aware that as she had suspected, the false allegation by Defendant Stanton of missing PII data was the reason for her suspension until four (4) SLED agents arrived at her home when her children were present on December 20, 2013 to search for Plaintiff's USB stick.

120. Plaintiff immediately called the Governor's Chief of Staff to find out what was going on and he refused to accept and/or return her phone call.

121. When SLED found nothing at Plaintiff's home, then Plaintiff, at the request of the Governor's legal counsel, prepared an Affidavit for SLED and for the Governor confirming she had always safeguarded all PII data on her USB stick, that no PII was or had ever been compromised, and that no PII data would ever be compromised as Plaintiff had personally

destroyed her USB stick.

122. Plaintiff also met with SLED and the Governor's legal counsel and presented the Affidavit to them personally though it was clear during the meeting that the Governor endorsed Defendant Stanton's actions and was supportive of Defendant Stanton's wrongful actions.

123. In fact, after the meeting, the Governor's office provided Plaintiff's Affidavit to Defendant Stanton for her to review and then Defendant Stanton, in an attempt to justify the false and derogatory statements she had made to SLED and the Governor's office about Plaintiff, continued to harass Plaintiff by demanding Plaintiff produce her destroyed USB stick and explain in detail how she destroyed it.

124. Plaintiff fully cooperated with DEW, SLED and all of the Governor's office's requests in an attempt to prove she had done nothing wrong and that Defendant Stanton's allegation was false and only intended to harm her.

125. Besides providing an Affidavit and the destroyed USB stick, Plaintiff further cooperated by taking two polygraph tests.

126. The SLED agent who conducted the polygraph exams told Plaintiff that he could not "clear her" and the polygraph exams resulted in a "no opinion."

127. Upon information and belief, it appears the Governor's office supplied SLED the questions for the second polygraph because one of the questions asked was if Plaintiff had any documents or files in her possession that could harm or embarrass DEW or the Governor.

128. Even though Plaintiff has been fully cooperative and there is no evidence of any missing PII data, DEW is sending DEW employees letters indicating their PII data may have been compromised.

129. Upon information and belief this action is being taken to cover up Defendant

Stanton's wrongful actions against Plaintiff and make it appear that Defendant Stanton's wrongful actions against Plaintiff were justified.

130. Defendant Stanton's and the Governor's office's actions clearly indicate that though they know no confidential PII data was ever compromised by Plaintiff, they intend to continue to threaten, intimidate and scare Plaintiff so Defendant Stanton's lies about Plaintiff and her lies to SLED do not become known.

FIRST CAUSE OF ACTION
(DEFAMATION AGAINST DEFENDANT STANTON IN HER INDIVIDUAL CAPACITY AND DEW)

131. Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

132. Defendant Stanton, acting outside the scope of her employment, intentionally and recklessly made, and continues to make, false and defamatory statements about Plaintiff to DEW employees and another non-Cabinet Agency Executive Director and Chief of Staff, among others.

133. Specifically, Defendant Stanton published false statements inferring that Plaintiff stole, misused, did not confidentially maintain PII data, and/or used such confidential information for financial gain, which statements are false.

134. Defendant DEW has defamed Plaintiff through its reckless acts and by innuendo by suddenly suspending Plaintiff before talking to her or performing any investigation and hurriedly obtaining a search warrant that was not based on any probable cause.

135. These Defendants knew that their statements and actions were without basis in fact and their statements and actions were made in anger and done with the intent of furthering Defendant Stanton's personal vendetta against Plaintiff and ruining Plaintiff's professional

reputation and career.

136. These Defendants' false statements and actions exceeded the scope of any privilege and were published to persons outside DEW and to lower level employees who had no involvement in this matter or supervisory authority over Plaintiff. Specifically, persons to whom these defamatory statements were made, and actions made known to, include a Public Information Specialist, band 5; a Benefits Counselor II, band 5; an Instructor/Training Coordinator II, band 5; an Administrative Manager II, band 8 (responsible for facilities management, postal, public safety); Program Manager II/ band 8 (manages operations of Unemployment Insurance Division and has no connection to former employee data); an Accounting Fiscal Manager III/ band 9 (Oversees budget, procurement and finance); a Director of Research and Planning/band 7 (Legislative Liaison); an Information Resources Consultant/band 6 (oversees desk top support); a Research and Planning Administrator/band 6 (data person for unemployment insurance); and Program Coordinator I & II's /bands 5 & 6 (staff working within the Unemployment Insurance Division.)

137. After Plaintiff was placed on unpaid involuntary leave, Defendant Stanton told lower level employees at DEW and senior staff at other agencies multiple times that Plaintiff is a thief and she was being uncooperative.

138. Defendant Stanton also told DEW employees after December 19, 2013 they are not allowed to speak to Plaintiff and that she will fire them if they speak to Plaintiff.

139. Defendant Stanton told one DEW manager that he better not talk to Plaintiff and then threatened him by telling him that because he's the only person in his family that works, he would not want to hurt his family, inferring termination.

140. Plaintiff received a call recently about a birthday party her daughter had been

invited to from the birthday child's parent. The parent asked Plaintiff not to attend the birthday party with her daughter because it would jeopardize her job. Plaintiff's daughter is 4 and the party was at Chucky Cheese.

141. Many of these Defendants' false statements and actions were made well after Plaintiff told DEW and SLED under oath that no PII had ever been compromised, which information was provided to Defendant Stanton.

142. These Defendants' statements and actions infer Plaintiff is unfit for her profession and/or is a liar and constitute slander *per se*.

143. These Defendants' statements and actions are intended to brand Plaintiff as a trouble maker and infer she is incapable of performing her job. These false statements and actions have already seriously injured Plaintiff's reputation as a state employee.

144. The publication and re-publication of these false statements and actions by these Defendants have caused Plaintiff to suffer general damages and special damages including pain and mental anguish, and damage to her reputation. Additionally, Plaintiff seeks punitive damages against Defendant Stanton for statements made and actions done in her individual capacity.

SECOND CAUSE OF ACTION
(ABUSE OF PROCESS AGAINST DEFENDANT STANTON IN HER INDIVIDUAL CAPACITY AND DEW)

145. Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

146. Defendant Stanton, acting outside the scope of her employment, intentionally and recklessly obtained a search warrant through SLED that was irregular on its face and was issued without probable cause for the ulterior purpose of forcing the termination of Plaintiff's employment.

147. These Defendants, and upon information and belief, misled the Governor and encouraged SLED to procure an irregular search warrant.

148. These Defendants knew or should have known that the existence of probable cause is a necessary legal requirement before a search warrant can be issued and that there was no probable cause to support her allegation that Plaintiff was using PII for her personal gain. In fact, the SLED agent's Affidavit in support of the search warrant does not even mention financial gain.

149. The search warrant also does not allege Plaintiff violated DEW's Acceptable Use Policy or that Plaintiff took any PII without permission, or that Plaintiff had used it, or that Plaintiff had not maintained the confidentiality of the PII data on her USB stick.

150. The search of Plaintiff's home by four (4) SLED agents with her children present based on a search warrant that was without probable cause violated Plaintiff's right under the South Carolina Constitution to be free from unreasonable searches and, therefore, violated her constitutional rights.

151. Obtaining a search warrant to make it appear Plaintiff had done something wrong and to make Defendant Stanton appear good, was these Defendants' paramount reason for contacting SLED.

152. Plaintiff has been injured by these Defendants' intentional acts performed with malice towards Plaintiff and Plaintiff is entitled to compensable damages, punitive damages against Defendant Stanton in her individual capacity, attorney fees and costs.

THIRD CAUSE OF ACTION
(VIOLATION OF S.C. CODE § 1-11-490 AGAINST DEW)

153. Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

154. This statute requires agencies to report breaches of PII data only if there was, or is reasonably believed to have been, information acquired by an unauthorized person.

155. Plaintiff was authorized to access and use PII data as part of her job.

156. Defendant Stanton never asked Plaintiff if she had any unauthorized PII data, if she was using unauthorized data, or if Plaintiff had distribute any PII data before she placed Plaintiff on an involuntary unpaid leave and contacted SLED.

157. Based on Plaintiff's Affidavit and polygraphs, Defendant DEW has no reasonable belief that any PII data has been acquired by any unauthorized person.

158. Per this statute, a breach does not include encrypted data or data rendered unusable.

159. Plaintiff rendered the data on her USB stick unusable when she became aware of Defendant Stanton's allegations against her.

160. The good faith acquisition of PII by an employee for agency purposes is not a breach of security if the information is not used or subject to further unauthorized disclosure.

161. Defendant DEW has violated this statute.

162. Per Section (G) of this statute, as a resident of the State injured by DEW's intentional misuse and violations of this statute, Plaintiff is entitled to damages, injunctive relief, and attorney fees and costs.

Wherefore, Plaintiff respectfully requests this Court grant Plaintiff the damages requested herein, as well as such other relief the Court deems appropriate, including costs and attorney fees.

FOSTER LAW FIRM, L.L.C.

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Attorneys for Plaintiff

Charleston, South Carolina

Date: 1-15-14

COPY

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **ANSWER OF DEFENDANTS**

RICHLAND COUNTY FILED
2014 FEB 25 PM 2:58
JEANETTE W. McBRIDE C.C.P. & G.S.

NOW COME Defendants Cheryl Stanton and the South Carolina Department of Employment and Workforce (hereinafter collectively the "Defendants"), by and through counsel, and answer the Complaint of Plaintiff Kerry Paul (hereinafter the "Plaintiff"), denying all allegations not specifically admitted, as set forth below:

JURISDICTION AND VENUE

1. Paragraphs 1 through 6 of Plaintiff's Complaint are devoted largely to identification of parties, venue, and jurisdiction. Upon information and belief, Plaintiff is a resident of Lexington County, South Carolina. She is no longer employed by the South Carolina Department of Employment and Workforce ("SCDEW").

2. Cheryl Stanton is the Executive Director of SCDEW and is a member of the Cabinet of Governor Nikki R. Haley. Stanton's appointment and employment as the Executive Director of SCDEW is governed by South Carolina law. Cheryl Stanton is a resident of Richland County, South Carolina.

3. SCDEW is an agency of the State of South Carolina that does business and maintains offices in Richland County, South Carolina.

4. Upon information and belief, Plaintiff's misconduct took place in Richland County, Lexington County, or both. As to claims raised by Plaintiff that are justiciable, Defendants believe jurisdiction and venue are proper in this Court, although Plaintiff has attempted to bring claims that are subject to dismissal with prejudice under Rule 12(b)(6), SCRCP.

5. Unless otherwise admitted, the allegations in Paragraphs 1 through 6 of Plaintiff's Complaint are denied.

RESPONSES TO PLAINTIFF'S FACTUAL ALLEGATIONS

6. Paragraphs 7 through 18 of Plaintiff's Complaint contain allegations regarding her work history. SCDEW placed Plaintiff on an investigatory suspension from her employment on December 19, 2013. (Suspension Memorandum attached as Exhibit "A"). Plaintiff was ultimately terminated by SCDEW for her violation of SCDEW's written rules, regulations, or policies. (Termination Memorandum attached as Exhibit "B"). Plaintiff's work history, performance, misconduct, and conflicts with others are matters of record, and to the extent that Plaintiff's allegations conflict with the record and the testimony of other state employees, they are denied. The remaining allegations in Paragraphs 7 through 18 of Plaintiff's Complaint are denied.

7. Paragraphs 19 through 24 of Plaintiff's Complaint contain allegations regarding her work history, especially relating to her use of USB sticks, computer resources, and access to PII. Defendants note that use of computer and information technology (IT), removal media,

handling of PII, and IT security are covered by a number of SCDEW policies and procedures that Plaintiff has admittedly violated, including but not limited to:

(1) SCDEW's Mobile Device Security Policy. (Attached as Exhibit "C").

(2) SCDEW's Acceptable Use Policy. (Attached as Exhibit "D").

(3) SCDEW's Personal Identification Information (PII) Handling and Confidentiality Policy. (Attached as Exhibit "E").

(4) The U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012. (Attached as Exhibit "F").

The remaining allegations in Paragraphs 19 through 24 of Plaintiff's Complaint are denied.

8. Regarding the allegations in Paragraph 25 of Plaintiff's Complaint, Plaintiff is well aware of incidents in which SCDEW employees have been disciplined for violating policies related to protection of PII and/or policies related to violations of computer security. The remaining allegations in Paragraph 25 of Plaintiff's Complaint are denied.

9. Paragraphs 26 through 33 of Plaintiff's Complaint contain allegations regarding Plaintiff's desire to be selected as the Executive Director of SCDEW, and Cheryl Stanton's qualifications and ultimate selection for the position. As a matter of law, the Executive Director of SCDEW is appointed pursuant to S.C. Code Ann. § 41-27-720 and 41-29-35. The remaining allegations in Paragraphs 26 through 33 of Plaintiff's Complaint are denied.

10. The allegations in Paragraph 34 of Plaintiff's Complaint are vague and of doubtful relevance to Plaintiff's lawsuit. In the course and scope of her duties as Governor, Nikki Haley presumably gives direction to Cabinet agencies. The remaining allegations in Paragraph 34 of Plaintiff's Complaint are denied.

11. The allegations in Paragraph 35 of Plaintiff's Complaint are false, of no relevance to Plaintiff's claims, made for no proper purpose, and should be stricken from the Complaint.

12. Paragraphs 36 through 81 of Plaintiff's Complaint reference Plaintiff's allegations regarding her work history and interactions with other employees at SCDEW. Because the allegations are primarily false and irrelevant to her claims, Defendants deny and demand strict proof of the same. It is true that Plaintiff was a difficult and abusive employee who downloaded significant amounts of PII related to SCDEW employees in direct violation of SCDEW policy. In response to some of Plaintiff's specific allegations, the Defendants incorporate the facts as stated in Plaintiff's termination notice. (Exhibit "B").

13. The allegations in Paragraphs 82 through 84 of Plaintiff's Complaint are denied. Cheryl Stanton specifically denies having "personal animosity" towards Plaintiff, "acting with a personal vendetta against Plaintiff," or "request[ing] that SLED obtain a search warrant to search Plaintiff's home and car."

14. The allegations in Paragraphs 85 through 90 of Plaintiff's Complaint concern SLED's obtaining and executing a search warrant. Plaintiff's allegations are false and misleading, and Defendants deny and demand strict proof of the same. Among her other false allegations, Plaintiff has falsely alleged that Cheryl Stanton "intentionally misled SLED." However, upon information and belief, it is true that SLED obtained and executed a lawful search warrant regarding Plaintiff's possession of PII, and later obtained pieces of the remains of a part of a USB stick from Plaintiff's attorney on which Plaintiff had downloaded PII.

15. The allegations in Paragraphs 91 through 98 of Plaintiff's Complaint include admissions that confirm Plaintiff's violation of numerous SCDEW policies. Importantly, her allegations that SCDEW's IT Director approved of her actions are false. As to her allegations

that she complied with SCDEW's policies, her admissions confirm that she, in fact, violated them. Plaintiff's other allegations in these paragraphs are false and misleading, and therefore Defendants deny and demand strict proof of the same.

16. The allegations in Paragraph 99 of Plaintiff's Complaint concern Cheryl Stanton's actions, which are false and therefore denied.

17. The allegations in Paragraphs 100 through 105 of Plaintiff's Complaint concern SLED's search warrant and Defendant Stanton's alleged acts to obtain the warrant. Plaintiff's allegations are largely false and misleading, and therefore Defendants deny and demand strict proof of the same. Among her other false allegations, Plaintiff has falsely alleged that Cheryl Stanton "induced SLED agents to obtain" a search warrant, "provided false information regarding the confidentiality of PII data in Plaintiff's possession to both SLED and the Governor," and that the search warrant was "irregular." However, upon information and belief, it is true that SLED obtained and executed a lawful search warrant regarding Plaintiff's possession of PII, and later obtained pieces of the remains of a part of a USB stick from Plaintiff's attorney on which Plaintiff had downloaded PII. The Defendants are unaware of Plaintiff's true intentions regarding her improper acquisition of the PII.

18. The allegations in Paragraphs 106 through 113 of Plaintiff's Complaint are a jumble of allegations that reference imagined actions by Cheryl Stanton, the Governor, and members of the Governor's staff. The allegations also reference hypotheticals in which Plaintiff downloads PII, and generally lack coherency. To the extent these allegations can be understood, they are denied.

19. The allegations in Paragraphs 114 through 117 of Plaintiff's Complaint include admissions that Plaintiff violated SCDEW policy through the manner that she "deleted"

information on her USB stick and "destroyed" the USB stick. The remaining allegations in these paragraphs are denied.

20. As to the allegations in Paragraph 118 of Plaintiff's Complaint, Plaintiff's suspension notice speaks for itself and was published in accordance with SCDEW policy. The remaining allegations in Paragraph 118 of Plaintiff's Complaint are denied.

21. As to the allegations in Paragraph 119 of Plaintiff's Complaint, upon information and belief, SLED conducted a lawful search on or about December 20, 2013. Upon information and belief, Plaintiff did not disclose the whereabouts or condition of the USB stick. The remaining allegations in Paragraph 119 of Plaintiff's Complaint are denied.

22. The allegations in Paragraphs 120 through 123 of Plaintiff's Complaint include Plaintiff's descriptions of her alleged contacts with the Governor's staff and her preparation of an affidavit following SLED's execution of the search warrant. Plaintiff's affidavit confirmed the existence of the "destroyed" USB stick, which SCDEW directed Plaintiff to return, along with an explanation from Plaintiff regarding the details of the way Plaintiff allegedly attempted to remove data from the USB stick. Plaintiff refused to return the USB stick, although Plaintiff's lawyer eventually returned pieces of the remains of a part of the "destroyed" USB stick. (See e-mail exchange between Cheryl Stanton and Kerry Paul, dated January 6 and 7, 2014, attached as Exhibit "G"). The remaining allegations in these paragraphs are denied.

23. As to the allegations in Paragraph 124 of Plaintiff's Complaint, Plaintiff's statements that she "fully cooperated" with requests from SCDEW, SLED, and the Governor's office," along with her other allegations, are false and are denied.

24. The allegations in Paragraphs 125 through 127 of Plaintiff's Complaint concern Plaintiff's participation in polygraphs administered by SLED, which she alleges were

inconclusive. Defendants are without sufficient information to admit or deny the allegations in these paragraphs, including the nature of Plaintiff's "cooperation" with the polygraph tests, and therefore deny and demand strict proof of the same.

25. The allegations in Paragraphs 128 through 130 of Plaintiff's Complaint concern SCDEW's obligations to alert employees to the breach of PII security. Plaintiff's allegations in these paragraphs are false and are denied.

FIRST CAUSE OF ACTION
(DEFAMATION AGAINST DEFENDANT STANTON IN HER INDIVIDUAL CAPACITY AND SCDEW)

26. Defendants incorporate their responses to the allegations in Paragraphs 1 through 130 of Plaintiff's Complaint as if fully set forth herein.

27. Defendants deny the allegations set forth in Paragraphs 131 through 144. Plaintiff's claim for defamation should be dismissed, and she should take nothing from these Defendants.

SECOND CAUSE OF ACTION
(ABUSE OF PROCESS AGAINST DEFENDANT STANTON IN HER INDIVIDUAL CAPACITY AND SCDEW)

28. Defendants incorporate their responses to the allegations in Paragraphs 1 through 144 of Plaintiff's Complaint as if fully set forth herein.

29. Defendants deny the allegations set forth in Paragraphs 145 through 152. Plaintiff's claim for abuse of process should be dismissed, and she should take nothing from these Defendants. Among her other false allegations, Plaintiff has falsely alleged that Cheryl Stanton "obtained a search warrant...for the ulterior purpose of forcing the termination of Plaintiff's employment." Plaintiff's termination did not depend on the search warrant or any

criminal investigation into Plaintiff's conduct. Further, Cheryl Stanton did not "obtain" a search warrant.

THIRD CAUSE OF ACTION
(VIOLATION OF S.C. CODE ANN. § 1-11-490 AGAINST SCDEW)

30. Defendants incorporate their responses to the allegations in Paragraphs 1 through 152 of Plaintiff's Complaint as if fully set forth herein.

31. S.C. Code Ann. § 1-11-490 requires SCDEW to take specified actions when "unencrypted and unredacted personal identifying information was, or is reasonably believed to have been, acquired by an unauthorized person when the illegal use of the information has occurred or is reasonably likely to occur or use of the information creates a material risk of harm to the resident." SCDEW has complied with its statutory requirements, especially in view of Plaintiff's multiple policy violations and apparent willful effort to destroy evidence of her misconduct.

32. SCDEW denies the allegations set forth in Paragraphs 153 through 162. Plaintiff's claim under S.C. Code § 1-11-490 should be dismissed, and she should take nothing from SCDEW.

NOW THEREFORE, having fully answered Plaintiff's Complaint, the Defendants now state their DEFENSES and AFFIRMATIVE DEFENSES as set forth below:

FOR A FIRST DEFENSE

1. Plaintiff has failed to state claims for which relief can be granted pursuant to Rule 12(b)(6), SCRCP.

FOR A SECOND DEFENSE

2. Plaintiff cannot establish the elements of the claims she has attempted to state, and she is therefore barred from recovery.

FOR A THIRD DEFENSE

3. Defendants deny that they have engaged in any type of defamatory conduct with regard to Plaintiff, and furthermore, assert qualified privilege, truth, lack of malice, and lack of publication as defenses and/or affirmative defenses to any such claim by Plaintiff.

FOR A FOURTH DEFENSE

4. Plaintiff's claims are barred, in whole or in part, by the South Carolina Tort Claims Act, including but not limited to bars on liability as to both parties and to Plaintiff's claimed damages, including punitive damages.

FOR A FIFTH DEFENSE

5. Plaintiff cannot demonstrate that she has suffered any damages related to any of her causes action, or that she has properly mitigated any of the damages.

FOR A SIXTH DEFENSE

6. Plaintiff's claims are barred by the equitable doctrine of "unclean hands," the doctrine of workers' compensation exclusivity, and Plaintiff's failure to exhaust administrative remedies.

WHEREFORE, having fully answered Plaintiff's Complaint herein, Defendants Cheryl Stanton and the South Carolina Department of Employment and Workforce respectfully request that:

1. the relief sought by Plaintiff be denied in each and every respect;

2. the claims asserted by Plaintiff be dismissed in their entirety with prejudice; and

3. the Defendants be awarded costs and attorneys' fees under applicable case and statutory laws and such other and further relief as this Court may deem just and proper.

Dated this the 25th day of February, 2014.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.

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COUNSEL FOR DEFENDANTS CHERYL STANTON AND THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

EXHIBIT A

Suspension Memorandum
d. December 19, 2013

P.O. Box 995
1550 Gadsden Street
Columbia, SC 29202
dew.sc.gov

Nikki R. Haley
Governor

Cheryl M. Stanton
Executive Director

TO: Kerry Paul
Human Resources Director II

FROM: Cheryl M. Stanton
Executive Director

DATE: December 19, 2013

SUBJECT: Investigatory Suspension

The Agency has made the decision to place you on leave without pay under investigatory suspension effective immediately until further notice.

In cases with many issues, or where the facts are not clearly evident, an investigatory suspension may be used. Your suspension during investigation means the interruption of your active employment status (without compensation) pending results of an investigation and the decision as to the extent of disciplinary action. Your suspension during this investigation should last only long enough to permit time for the final results of an investigation and management formulation of an appropriate decision.

All days/hours not worked during an investigatory suspension may be considered part of the disciplinary suspension period if the investigation determines disciplinary suspension is appropriate. If the investigation determines appropriate disciplinary action is less than the total days/hours the employee was suspended without pay, then the employee will receive back pay for the difference.

During the suspension period, you will not be allowed in the workplace, nor are you allowed to conduct any work during this time period.

EXHIBIT B

Termination Memorandum
d. January 14, 2014

P.O. Box 995
1550 Gadsden Street
Columbia, SC 29202
dew.sc.gov

Nikki R. Haley
Governor

Cheryl M. Stanton
Executive Director

January 14, 2014

Kerry A. Paul
Human Resources Director
Human Resources Department

Dear Ms. Paul:

Your employment with the S.C. Department of Employment and Workforce (DEW) is terminated effective immediately. This termination is for Violation of Written Rules, Regulations or Policies.

On the afternoon of Tuesday, December 10, 2013, you presented to me for approval your Agency issued Purchasing Card (P-Card) Cardholder Activity statement for the dates October 28, 2013 – November 27, 2013. Attached to your P-Card account statement were order invoices from Staples itemizing your purchase order for two (2) Scandisk Cruzer Glide 16GB USB Flash Drives. Based on the Agency's Acceptable Use Policy, I determined your purchase of flash drives from Staples was out of compliance with security protocols and emailed you the following morning directing you to take the drives to Adam Twitty of the Division of Information Technology (DoIT) to get in compliance, advising that security was a major State government initiative necessitating your immediate cooperation.

You replied to my email at 5:11 PM on December 11, 2013, informing me you were unsuccessful in delivering the newly purchased USB drives to Mr. Twitty and would keep them on your desk ensuring they would not be used. At 5:46 PM, I responded with instructions for you to deliver the drives to my Executive Assistant who would ensure their delivery to Mr. Twitty. You failed to respond to this email directive. At 2:40 PM on December 13, 2013, you inquired about the status of the USB drives, informing me they were no longer on your desk and your office remained locked at all times. Due to your absence on December 12, 2013, I authorized Mr. Twitty to retrieve the USB drives from your office with the assistance of the Division of Administration, Support and Operations.

On Wednesday, December 18, 2013, a review of deployed scanning software, Date Loss Prevention (DLP), audit logs by DoIT Officers Neal Adcox and Adam Twitty discovered sensitive data was transferred to a removable media device. DLP identified approximately 4,597 DEW files containing personal identification information (PII) were copied to a USB Drive with the serial number AU372627A0000005 (USB-005) attached to end user workstation RED-BG1MBT1.SCES.ORG. Agency records reflect this particular end user workstation is assigned to the DEW laptop computer issued to and used personally by you. Additionally, the DLP audit logs identified the DEW user ID KPaul to be logged on Wednesday, November 20, 2013, during the copying/downloading of the PII data from the Agency Network Drive "Hrm on 'COD02' " to removable media device USB-05. One feature of DLP is to copy for archival purposes the identified files containing PII. From DLP, it has been confirmed that you copied/downloaded thousands of current and former Agency employee's PII, to include names, addresses, date of births, race, gender, telephone numbers, Social Security benefit data,

tax data, and financial, medical, beneficiary and employment information, etc. Contact with the South Carolina Law Enforcement Division (SLED) was then initiated by the Agency.

At the recommendation of SLED, on the morning of Thursday, December 19, 2013, I placed you on immediate leave without pay under investigatory suspension due to the nature and seriousness of the DLP audit logs. I also informed you were not allowed in the workplace nor allowed to conduct any work.

On Friday, December 20, 2013, SLED agents met with you to retrieve the USB-005 from your possession and to secure all of the Agency's PII you copied/downloaded and removed from the workplace. SLED's meeting on this date did not produce either the identified external media storage device or Agency data. Due to SLED's involvement in taking the lead of this investigation, the Agency was instructed to limit contact with you pending their initiatives.

On Monday, January 6, 2014, I had the opportunity to read the sworn affidavit you provided to SLED. Based upon information in your affidavit, it was apparent that you were aware of the reasons an investigation was initiated and the necessity for your suspension. In light of your understanding about the reasons for your suspension, I emailed you on January 6, 2014, directing you to physically provide to me any media and/or portable devices in your possession onto which you may have copied/downloaded any Agency data, documents, files, PDF documents, records, etc. In particular (but in addition to all other such media in your possession), I directed you to deliver the destroyed USB stick you referenced in Section 12 of your affidavit dated January 6, 2014. In addition, I directed you to furnish the Agency specific written details as to how you removed data from this USB stick, how you destroyed this device and the dates and times on which you did so. You were given a deadline of 1:00 PM, Tuesday, January 7, 2014, to provide the physical drive(s)/media to the Agency, to include your written account of how you removed Agency information from the device and the manner you "destroyed" the USB stick at the same time.

On Tuesday, January 7, 2014, at 9:44 AM, you responded to my email by informing me the details of how you deleted all of the information on your USB stick. You added that you destroyed the USB stick and transferred its possession to your attorney and would not be returning it as I directed. Since that time we understand that you have disclosed to SLED that you have downloaded information from this USB drive to either other USB drives and/or a non-DEW computer.

Prior to each DEW system logon attempt, the following warning/disclaimer must be acknowledged:

> THIS SOUTH CAROLINA STATE GOVERNMENT SYSTEM IS FOR AUTHORIZED AGENCY USE ONLY!
>
> Any use of this system must adhere to all agency security policies, rules and regulations. Any use of this system constitutes consent to monitoring, interception, recording, reading, copying or capturing by authorized personnel of all activities. There is no right to privacy in this system. Unauthorized use of this system is prohibited and subject to administrative, criminal and civil penalties. By clicking on OK and logging in to this system, you are consenting and agreeing to all of the above statements and agreeing to abide by all agency policies and security measures.

Agency records indicate you read and confirmed your compliance in the SCDEW iConnect Policy Center the Mobile Device Security Policy on September 30, 2011, and the Acceptable Use, Personal Identification Information (PII) Handling and Confidentiality, and Removable Media Policies on April 11, 2013.

The Mobile Device Security Policy describes the controls necessary to minimize information security risks that expose DEW to liability for exposure or theft of intellectual and confidential Agency owned data, to reduce the chance of spreading viruses, and to mitigate other forms of abuse of the DEW computing and information infrastructure. Section 7.0 of the Policy specifically states: **Only DEW authorized or issued mobile devices are permitted on any DEW network for any reason at any time.** Additional, the Policy states: "7. Sensitive or confidential documents should not be stored on the device." and "11. No personal user information shall be stored on mobile devices unless it is encrypted."

Under the Acceptable Use Policy, prohibited practices include: (1) Use of privileged access for other than official duties; (2) Inserting USB devices or media into the CD drives unless approved by DoIT; and (3) Using agency provided IT equipment for non-agency reasons or for personal gain.

The Personal Identification Information (PII) Handling and Confidentiality Policy defines PII as information that can be used to uniquely identify, contact, or locate specific individuals. Examples of PII elements include: name, address, date of birth, race, gender, telephone number, official government issued identification numbers, Social Security benefit data, tax data, and financial, medical and employment information. In addition to the applicable laws governing PII, there are regulatory requirements on how this data is handled, protected, disposed of, and transmitted. Violation of the laws governing the protection of this data exposes the violator to criminal and civil liability, including penalties of fines and imprisonment. The Policy includes specific instructions regarding the handling, disposal, and confidentiality of PII information:

- PII must only be used and stored on equipment approved by DoIT.
- All mobile data storage devices must be encrypted with approved encryption software.
- **Documents that contain SSNs or any other PII must be properly destroyed when those documents no longer need to be retained to conduct DEW business. Paper documents containing PII should be shredded by using shredders that use crosscutting (both horizontal and vertical shedding/cutting). Electronic storage devices such as hard drives, flash drives or phones must be wiped with agency-approved software and then sent to an approved disposal facility.**
- DEW employees and contractors are required to keep all data belonging to the Federal Government, DEW, and its partners secure. Data handled in the course of job duties may not be disclosed or discussed with anyone who is not authorized to receive the information. This data should also never be accessed, used, stored, or transmitted for personal purposes or on personal devices or services. All DEW employees and contractors are responsible for the security and protection of this data.

In their June 28, 2012 Training and Employment Guidance Letter (TEGL) No. 39-11, the U. S. Department of Labor provided guidance on the handling and protection of PII. As a part grant activities,

grantees may have in their possession large quantities of PII relating to their organization and staff. This information is generally found in personnel files, participant data sets, and other sources. Federal agencies are required to take aggressive measures to mitigate the risks associated with the collection, storage, and dissemination of sensitive data including PII. Federal laws, OMB Guidance, and Departmental and Employment and Training Administration (ETA) policies require that PII and other sensitive information be protected. To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards 140-2 compliant and National Institute of Standards and Technology validated cryptographic module. A grantee's failure to comply with the requirements identified in this TEGL, or any improper use or disclosure of PII for an unauthorized purpose, may result in the termination or suspension of the grant, or the imposition of special conditions or restrictions, or such other actions as the Grant Officer may deem necessary to protect the privacy of participants or the integrity of data.

Kerry, your misconduct is unacceptable and will not be tolerated. I believe I have no other course of action than to terminate your employment. Based on your actions, we can no longer trust that you will adhere to Agency Policies and Procedures – particularly your failure to return the requested USB drive to the Agency and your failure to permit the Agency to dispose of such USB in the appropriate manner. Your misconduct violates DEW's Policies and falls below our expectations for DEW employees. Based on the above information and in accordance with DEW's Progressive Discipline policy, your employment is terminated effective today, January 8, 2014. In addition, you will receive no compensation for the period of your investigatory suspension.

You have the right to grieve this action in accordance with the Employee Grievance Policy and Procedures, which are enclosed. If you have any questions concerning these grievance procedures, please contact the Agency's Assistant Human Resources Director, Ms. Koa Morgan, at (803) 737-2550. You may contact the DEW Human Resources Benefits office at (803) 737-2550 to discuss any benefits to which you may be entitled.

We wish you well in your future endeavors.

Sincerely,

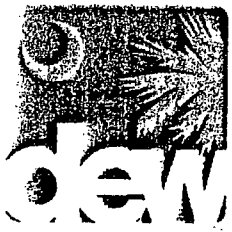
Cheryl M Stanton

Cheryl M. Stanton
Executive Director

Enclosure: Employee Grievance and Appeals Policy

EXHIBIT C

SCDEW's Mobile Device Security Policy



SC Department of Employment and Workforce

Mobile Device Security Policy

1.0 Overview

This policy describes the controls necessary to minimize information security risks affecting SC Department of Employment and Workforce (DEW) mobile devices.

The South Carolina Department of Employment and Workforce (DEW) and the Division of Information Technology (DoIT) seek to protect DEW owned or supported mobile devices from unauthorized access, use, disclosure, alteration, modification, deletion, destruction and/or removal.

All DEW owned or supported mobile devices face information security risks. Mobile devices can be an essential business tool but their portability makes them particularly vulnerable. Mobile devices are especially vulnerable to physical damage or loss, and theft, either for resale (opportunistic thieves) or for the information they contain (i.e. identity thieves).

Furthermore, the fact that they are often used outside DEW's premises increases the threats from people who do not work for the DEW and may not have its interests at heart.

Do not forget that the impacts of such breaches include not just the replacement value of the hardware but also the value of any DEW data on them, or accessible through them. Information is a vital DEW asset. We depend very heavily on our computer systems to provide complete and accurate business information when and where we need it. The impacts of unauthorized access to or modification of, important and/or sensitive DEW data can far outweigh the cost of the equipment itself.

2.0 Purpose

The purpose of this policy is to outline the Mobile Device Security Policy at DEW. These rules are in place to protect the staff, the agency and the citizens this agency serves. Violation of this policy exposes DEW to risks and exposure or theft of intellectual and confidential agency owned data. The Division of Information Technology (DoIT) is committed to protecting all DEW owned or supported systems and confidential data contained on these systems. This document describes the minimum security policy for DEW owned or supported mobile devices. Mobile

devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses, and to mitigate other forms of abuse of the DEW computing and information infrastructure.

3.0 Scope

This policy applies to permanent and temporary employees, contractors, partners, consultants, and all other workers at DEW, including all personnel affiliated with third parties who are in possession of a DEW owned or supported device, or any mobile device connected or attempting to connect to a DEW network or resource.

4.0 Definitions

1. Mobile Devices- These include, but are not limited to, Portable Digital Assistants (PDAs), Tablet PCs, Tablets, iPods, iPads, iPhones, Droids, Zooms, Palms, Microsoft Pocket PCs, RIM Blackberrys, MP3 players, text pagers, smart phones, smart devices, mobile computing devices. compact discs, DVD discs, memory sticks, USB drives, and all/any other similar devices.

2. User - Anyone with access to DEW owned or supported information systems, including permanent and temporary employees, contractors, consultants, and all other workers.

3. Screen Lock - Mechanism to hide data on a visual display while the computer continues to operate. A screen lock requires authentication to access the data. Screen locks can be activated manually or in response to rules.

4. Screen Timeout - Mechanism to turn off a device or end a session when the device has not been used for a specified time period.

5.0 Compliance

DoIT will monitor and report all violations of the Mobile Device Security Policy. This will be accomplished through a combination of remote monitoring and onsite spot checks. Whenever an IT professional is onsite at an agency or remote location he or she may test compliance with this policy.

DEW and DoIT have the right to monitor all mobile device and Internet usage, email usage and email content at their discretion to ensure compliance.

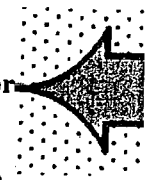
6.0 Responsibility

1. Each user of a DEW owned or supported mobile device is responsible for following this policy and any related policy.

2. Anyone observing what appears to be a breach of security, violation of this policy, violation of state or federal law, theft, damage, or any action placing DEW owned or supported resources at risk must report the incident to an appropriate level supervisor, manager, or security officer within their organization.

3. All managers and supervisors are responsible for ensuring that users are aware of and understand this policy and all related procedures.

7.0 Policy



1. Only DEW authorized or issued mobile devices are permitted on any DEW network for any reason at any time.

2. Before any mobile device is connected to any DEW owned or supported network, it must be approved, scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If a media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.

3. All mobile devices must be password protected. Choose and implement a strong password – at least six (6) characters in length or the longest length the mobile device allows.

4. The physical security of these devices is the responsibility of the user. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure, locked place, preferably out of sight.

5. If a mobile device is lost or stolen, promptly report the incident to DoIT and proper authorities.

6. Document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.

7. Sensitive or confidential documents should not be stored on the device.

8. Mobile device options and applications that are not in use should be disabled.

9. Sensitive or confidential documents should not be stored on the device. All information on the mobile device must be deleted and removed from the mobile device before it is returned, exchanged or disposed of.

10. All mobile devices must enable screen locking and screen timeout functions.

11. No personal user information shall be stored on mobile devices unless it is encrypted

8.0 Enforcement

Noncompliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including discharge, may involve civil or criminal litigation, and may involve restitution, fines, and/or penalties.

Alleged or suspected violations of the "Mobile Device Security Policy" should be reported to DoIT by calling 803-737-0069 or email help@dew.sc.gov. All alleged or suspected violations will be formally reviewed. Any abuse of information technology privileges is subject to disciplinary action, which may include the loss of these privileges and other disciplinary sanctions up to and including dismissal. Individuals will also be responsible for any financial loss to the DEW that results from inappropriate use of information technology resources.

The "Mobile Device Security Policy" is agreed to and abided by as consideration for continued employment at DEW while in possession of a DEW issued or support mobile device.



South Carolina Department of Employment and Workforce

Mobile Device Security Policy

User Agreement Acknowledgement

As a user of the South Carolina Department of Employment and Workforce (DEW) data and resources, I agree to abide by the Mobile Device Security Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect DEW confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor and DoIT.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Division of Information Technology (DoIT) any suspicious network activity or security breach.

Privacy Expectations

DEW actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be SCDEW property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

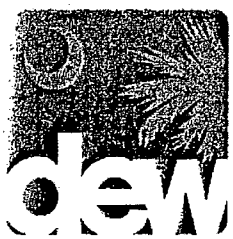
I acknowledge that I must adhere to this policy as a condition for receiving access to DEW data and resources.

I understand the violation or disregard of any of these guidelines, statutes or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with DEW, and any other appropriate legal action, including possible prosecution under the provisions of the State of South Carolina or Federal statutes.

I have read and agree to comply with the policy set forth herein.

EXHIBIT D

SCDEW's Acceptable Use Policy



SC Department of Employment and Workforce
Acceptable Use Policy
Technology Access Rights and Obligations

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

1.0 Overview

The South Carolina Department of Employment and Workforce (DEW) Acceptable Use Policy for Technology Access Rights and Obligations was developed in order to ensure a secure, reliable, and sustainable work environment for conducting agency business. All Internet, Intranet and Extranet- related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW (World Wide Web) browsing, SFTP (Secure File Transfer Protocol), and FTP (File Transfer Protocol), are the property of DEW. These systems are to be used for normal business purposes in serving the interests of the agency, its customers and its partners. The Department of Information Technology (DoIT) is committed to protecting DEW systems from illegal or damaging actions from individuals who knowingly or unknowingly commit such actions.

Effective security is a team effort involving the participation and support of every individual who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2.0 Purpose

The purpose of this policy is to outline the Acceptable Use Policy at DEW. These rules are in place to protect all individuals and the agency. Violation of this policy exposes DEW to risks including virus attacks, compromise of network systems and services, and exposure or theft of confidential agency-owned data. DoIT is committed to protecting all DEW owned or supported systems and confidential data contained on these systems.

3.0 Scope

This policy applies to full time equivalent and temporary grant employees, contractors, partners, consultants, and all other workers at DEW, including all personnel affiliated with third parties (Users). This policy also applies to any user of a DEW owned or supported piece of computing equipment used onsite or offsite for any purpose. This policy applies to all equipment and software that is owned or leased by DEW and any systems that are connected to the DEW network or contain DEW data.

4.0 Compliance

DoIT will monitor and report all violations of the Acceptable Use Policy. This will be accomplished through a combination of remote monitoring and onsite spot checks. Whenever an IT professional is onsite at an agency or remote location, he or she may test compliance with this policy. DEW and DoIT have the right to monitor all computer and Internet usage, email usage and email content at their discretion to ensure compliance. Users should report inappropriate Internet usage, inappropriate emails or policy violations to DoIT immediately by phone at 803-737-3648.

5.0 Policy

5.1 DEW IT Equipment and Business Applications

This section defines user acceptable use of DEW IT equipment and applies to desktops, laptops, printers, copiers, fax machines, and other equipment provided by DEW, supported by DEW, or used on a DEW network. Acceptable use includes proper care and maintenance of equipment as well as following documented security policies relating to equipment use.

This policy also applies to all software business applications either owned or leased by the agency. Anyone who uses DEW business applications, including employees, vendors, partners, contractors and visitors, must adhere to this policy.

In addition, anyone authorized to use Federal Tax Information (FTI), SSA-provided data or any PII (Personally Identifiable Information) must follow these guidelines in protecting the data.

A. User Responsibilities

Users shall use DEW owned or supported IT equipment responsibly and for agency business purposes only.

- PCs may not be left unattended. Users should secure their workstation when leaving the workstation unattended by locking the workstation. (Simultaneously press the CTRL_ALT_DELETE keys, then select "Lock Computer".)

- DEW information displayed on screens or on reports shall be treated as confidential and private. Users must guard DEW information from unauthorized access or use. Any employee-signed confidentiality agreement will fully apply to information accessed with agency IT owned or supported equipment, including FTI, SSA or PII data.
- Managers are responsible to ensure that their employees are adequately trained on appropriate use of IT equipment and that they adhere to this policy.
- Users may not grant access to non-employees, including vendors or contractors, without approval of their manager or approval by DoIT.
- Users shall keep their equipment clean and free from dust. Users shall maintain "breathing space" around equipment.
- If users are allowed to eat or drink at their workstation it is their responsibility to protect all of DEW's equipment.
- Acceptable use policies apply equally to portable devices, including laptops, notebooks, PDAs and Smartphones.
- All acceptable use policies apply equally to non-agency provided equipment if the equipment is authorized to access DEW information or networks.
- Users who access DEW information and computer systems from remote locations must adhere to this policy.
- Non-agency provided equipment that accesses DEW's data or Network shall be kept in a secure manner so that the employee's household members and others do not have access to DEW information.
- Users should not store DEW information or files locally. The use of shared or network drives for all DEW information is required.
- Users must honor copyrights and software licensing.
- Users must abide by the South Carolina Financial Identity Fraud and Identity Theft Protection Act and protect all information as it relates to the identity of another person. S.C. Code Ann. §§ 37-20-110 through 200.
- Non-Agency technology should not be connected to the Agency's network without prior authorization from DoIT.
- For authorization a user must:
    1. Contact DoIT to assist in the connection and verification of the unit.
    2. Ensure that the device has antivirus software loaded on it.
    3. Ensure the Signature file for the antivirus software is current.
    4. Ensure the device is scanned for viruses just before it is connected on the Agency's network.

B. Prohibited Practices

Any activity, action or lack of action on the part of a user that damages the agency or compromises security or confidentiality is prohibited. Examples of prohibited practices include, but are not limited to:

- Use of DEW technology to libel, slander, or harass anyone by communicating threatening, obscene, or harassing materials or messages.
- Use of privileged access for other than official duties.

- Use of anyone else's account and password other than your assigned account.
- Use of former privileges after transfer or termination.
- Any form of remote access or network connections to another network is strictly prohibited without prior formal DoIT authorization. Split-tunneling or dual homing is not permitted at any time in any fashion. (Split-tunneling or dual homing is a Virtual Private Network (VPN) feature which routes user traffic based on the destination IP address. It is generally used to allow a remote VPN user to connect to the Internet and the intranet at the same time providing a "dual homing" effect. If the user is connected to the Internet at the same time a hacker is, the hacker can come in through the Internet to compromise the home-machine and thus get access to the internal network through the secure VPN connection.)Any attempt to bypass and DoIT or DEW security measures for any purpose.
- Installing new technology or equipment without prior approval by DoIT.
- Upgrading equipment or adding peripheral equipment without the prior approval of DoIT.
- Interfacing or connecting personal ipods, iphones or personal blackberries is prohibited and not supported by DoIT Staff for all purposes including email without formal DoIT authorization.
- Downloading and/or installing programs that are not specifically approved by DoIT.
- Playing any form of games.
- Attempting to download and install any music, applications, toolbars, sidebar gadgets, helpers, or software, etc.
- Attempting to use streaming media (videos, live feeds, internet radio) or other services that degrade Internet and/or network performance unless approved by DoIT.
- Inserting USB devices or media into the CD drives unless scanned and approved by DoIT.
- Using unlicensed software. Users may not copy and share software that is installed on their desktops or laptops with other users.
- Using programs or Internet web sites that compromise the privacy of customers or employees.
- Removing or compromising desktop virus protection programs.
- Attempting to create or propagate computer viruses, worms, hoaxes, etc.
- Attempting to disrupt computer and phone services.
- Opening email attachments that are inappropriate or from someone you do not know.
- Using agency provided IT equipment for non-agency reasons or for personal gain.
- Unauthorized attempts to break into any workstation or circumvent any agency security measure.
- Responding to phishing emails of any kind especially those in which user credentials are requested. These are ALWAYS fake!
- Unauthorized access to DEW files, programs, databases or confidential information.
- Sending or posting confidential files to unauthorized persons.
- Failing to fully cooperate with DoIT's investigations.

- Accessing anyone else's files or information without explicit permission and approval from DoIT.
- Storing user-ids and passwords in an open environment or any accessible location.
- Allowing co-workers or other users to use your ID or password.
- Sharing password information or displaying it in plain view on or around your desktop. Users must secure their passwords and not reveal them to others.

  Transmission of information, written or data must be protected at all times. Abide by all regulations and State Law as it relates to the South Carolina Financial Identity Fraud and Identity Theft Protection Act.

5.2 Email

Email is provided as a tool to assist agency employees in their day-to-day work. It is intended for official communications only, and it is everyone's responsibility to limit personal use of the system.

Conversely, the use of personal email accounts (i.e., any non-agency email account) and technology to conduct agency business is prohibited. Access to personal email accounts is allowed for authorized users for limited use. This is a privilege, not a right, and may be limited or removed at any time by management or DoIT.

Any non-authorized email accounts and equipment suspected of being utilized to conduct agency business may be subject to search or seizure in the event of legal action that involves agency records. Please reference section 6.00 Limited Personal use section in Acceptable Use Policy.

This policy defines end-user acceptable use of agency provided email services and applies equally to on-site usage as well as remote usage of agency email.

A. Storage

Email users are advised not to use email for a formal recordkeeping repository. If a formal permanent storage location is required, use your network storage. In addition, staff involved in cooperative projects may decide to use collaboration software or a shared directory rather than email to document and share information about that project.

Staff Mailbox sizes are restricted to:

- Management Staff – 2 GB of storage
- Staff members – 500 MB of storage

B. User Responsibilities

Email user responsibilities include, but are not limited to:

- Agency provided email shall be used for business communications only. (See 6.0 Limited Personal Use)

- Users understand and agree that they shall not have a right to privacy when using agency email or agency assets for electronic communications, even if those communications are of a personal nature.
- The Email system storage space is finite. Employees are responsible for all email housekeeping.
- Your email address is included in each email message. You are responsible for all email originating from your user account.
- Transmission of information must be protected at all times. Abide by all requirements imposed by the South Carolina Financial Identity Fraud and Identity Theft Protection Act.

C. Prohibited Practices

Email user prohibited practices include, but are not limited to:

- Attempting to circumvent the DoIT security systems.
- Emailing confidential information or information that can be used to breach personal privacy such as Social Security numbers, Birth dates, FTI or other PII data.
- Emailing or opening information that may jeopardize facility security.
- Emailing formal or official communication that merits a printed document because of its importance.
- Performing activities unrelated to official assignments or job responsibilities; including any illegal activities.
- Communicating threatening, obscene, or harassing materials or messages.
- Unauthorized distribution of agency data and information.
- Interfering with or disrupting network users, services, or equipment.
- Using email for private purposes, such as marketing or business transactions.
- Installing copyrighted software or computer files illegally.
- Promoting religious and political causes.
- Unauthorized "not for profit" business activities.
- Private advertising of products or services.
- Responding to spam emails or unsolicited advertisements.
- Forwarding or promoting spam or joke emails; particularly sending spam or joke emails to group email addresses.
- Sending email attachments larger than 20mb through the email system. Other options are available to deliver large files with DoIT approval.
- Modifying, copying, or seeking information about files or data belonging to other users, without explicit permission to do so.

5.3 Internet

This policy defines end-user acceptable use of agency provided Internet access and applies equally to non-agency provided Internet access made while on DEW premises.

A. User Responsibilities

Internet user responsibilities include, but are not limited to:

- Agency provided Internet access generally shall be used for business purposes only. (see 6.0 Limited Personal Use)
- Users must have installed and use anti-virus and anti-spyware software under the direction of DoIT. Regular scanning is required to eradicate spyware and latent viruses.
- Users understand and agree that they shall not have a right to privacy when using the Internet on agency provided equipment.
- Users understand and agree that the agency may severely limit access, including the use of controls that prevent access to sites deemed inappropriate. DEW has the right to monitor and control Internet usage at its sole discretion.

B. Prohibited Practices

Prohibited Internet practices include, but are not limited to:

- Users should not download software or images unless they are from a trusted source, and then only if authorized by DoIT. Opening of unknown or suspicious programs or images can have serious consequences for the agency in terms of viruses or computer worms. Users should contact DoIT before they download any files from the Internet.
- Users should not attempt to circumvent the DoIT Web filtering system to access blocked websites.
- Users should not provide their email address when registering at a web site unless the web site has a clear policy that they will protect email privacy.
- Users should not use the Internet for on-line radio or television access without permission from DoIT. Sites that provide streaming content have a significant impact on network resources and impact network performance and responsiveness.
- Users may not use the Internet for any illegal or inappropriate purposes, such as accessing websites that include content related to pornography, gambling, or hate groups.

6.0 Limited Personal Use

Authorized Users of DEW resources may also use the Internet and email for limited personal use. This is defined as any personally initiated online activity (including email and Internet usage) that is conducted for purposes other than Agency business. This is a privilege, not a right, and may be limited or removed at any time by management or DoIT. DEW does not accept liability for any loss or damage suffered by an employee as a result of that employee using the Agency Internet connection for personal use. Personal email accounts and equipment suspected of being utilized to conduct agency business may be subject to search or seizure in the event of legal action that involves agency records.
Occasional, limited, appropriate personal use of the computer system is permitted when the use does not:

- Interfere with the User's work performance (It shall be infrequent and brief.).

- Interfere with the normal operation of your department or work unit.
- Interfere with any other User's work performance or have a negative impact on overall employee productivity.
- Have undue impact on the operation of the computer system.
- Cause any additional expense or load to the Agency infrastructure or department.
- Compromise your department or the Agency in any way.
- Violate any other provision of these procedures, any other policy guideline, any law/regulation, e.g., HIPAA, or standards of DEW.

In limiting personal use, the Agency expects employees to exercise the same good judgment they would use in all work situations. For example, you are expected to know that taking five minutes to call your spouse during a coffee break is acceptable, while taking three hours to go shopping at the mall during the workday is not. Making decisions about your use of Internet resources is no different. If an employee is ever in doubt about this personal use they should always check with management.



South Carolina Department of Employment and Workforce
Acceptable Use Policy
Technology Access Rights and Obligations
User Agreement Acknowledgement

As a user of the South Carolina Department of Employment and Workforce (DEW) data and resources, I agree to abide by the Acceptable Use Technology Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect DEW confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence and will immediately change them if I suspect their secrecy has been compromised.
3. I will report activity that is contrary to the provisions of this agreement to my supervisor and DoIT.
4. I will be accountable for all transactions performed using my computer access codes.
5. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
6. I agree to report to DoIT any suspicious network activity or security breach.

Privacy Expectations

DEW actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be DEW property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to DEW data and resources.

I understand the violation or disregard of any of these guidelines, statutes or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with DEW, and any other appropriate legal action, including possible criminal prosecution under State and Federal statutes.

I have read and agree to comply with the policy set forth herein.

_____ _____

Type or Print Name Last 4 digits of Social Security Number

_____ _____

Signature Date

EXHIBIT E

SCDEW's Personal Identification Information (PII) Handling and Confidentiality Policy



SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

1.0 Overview

The South Carolina Department of Employment and Workforce (DEW) Personal Identification Information (PII) Handling Policy was developed to ensure a secure, reliable, and sustainable work environment for conducting agency business. All Internal Systems, Internet, Intranet and Extranet-related systems; including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, World Wide Web (WWW) browsing, Secure File Transfer Protocol (SFTP), and File Transfer Protocol (FTP) are the property of DEW. These systems are to be used for normal business purposes in serving the interests of the Agency, its customers and its partners. The Division of Information Technology (DoIT) is committed to protecting DEW systems from illegal or damaging actions from individuals who knowingly or unknowingly commit such actions.

Accordingly, DEW and DoIT will protect the confidentiality of, and restrict access to, personal information and social security numbers of employees, contractors, claimants and other individuals to only those who have a legitimate business reason to access documents containing PII data.

Effective security is a team effort involving the participation and support of every individual who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2.0 Purpose

The purpose of this document is to define the PII Handling Policy. The PII Handling Policy addresses the protection of sensitive information from disparate sources. Violation of, or noncompliance with, this policy exposes DEW and partner agencies to the risk of exposure or theft of confidential agency-owned data. DoIT is committed to protecting all DEW owned or supported systems and the confidential data contained on these systems.

3.0 Scope

This policy applies to full-time equivalent (FTE), temporary grant, hourly employees, contractors, consultants, and all other workers at DEW with access to DEW networks and/or information.

4.0 Definitions

- **PII** - Personally identifiable information (PII) is the information that can be used to uniquely identify, contact, or locate specific individuals. Examples of PII elements include: name, address, date of birth, race, gender, telephone number, official government issued identification numbers, Social Security benefit data, tax data, and financial, medical and employment information.
- **SSN** – Social Security Number
- **SSA** - Social Security Administration
- **IRS** - Internal Revenue Service
- **DOL** - Department of Labor
- **DHHS** - Department of Health and Human Services
- **OCSE** - Office of Child Support Enforcement
- **DSS** - Department of Social Services
- **DOR** - Department of Revenue
- **DMV** - Department of Motor Vehicles

5.0 Compliance

DoIT will monitor and report all violations of the PII Handling Policy. All violations will be promptly reported to the user and DEW management to address on a case-by-case basis. In the case of a violation that includes Federal Information, DEW is required to report the incident to the appropriate Federal Agencies.

6.0 Responsibility

Working with and protecting PII is an essential part of every job function within DEW. PII comes from many different sources including, but not limited to, Banks, the IRS, DOL, SSA, DHHS, DMV, DSS, OCSE, DOR, employers, employees and claimants.

PII also includes Unemployment Compensation information which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with other publicly available information to reveal any such particulars. *See* 20 CFR § 603.

In addition to the applicable laws governing PII, there are regulatory requirements on how this data is handled, protected, disposed of, and transmitted. Violation of the laws governing the protection of this data exposes the violator to criminal and civil liability, including penalties of fines and imprisonment.

It is the responsibility of management and the Division of Information Technology to:

- Train users in the handling, protection and disposal of PII. Please see the Security Training policy for more information.
- Control access to PII and the systems on which it resides.
- Protect the network and servers of DEW involved in the use and handling of PII.
- Report on the digital access, disposal, or loss of this data.

It is the responsibility of DEW staff, contractors, and partners to:

- Completely read, understand and follow the guidelines in agency policies and all provided training materials regarding PII.
- Report any witnessed violations of this or other policies, breach of security or loss of data to an appropriate level supervisor, manager, or security officer within the agency.

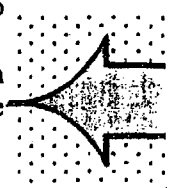
7.0 PII handling

Physical PII

- All locations where sensitive data is stored should be secured physically. Office spaces, storage closets, and file cabinets should all be locked with a key possessed only by DEW staff or partners.
- PII should not be left plainly visible on desks, printers, or fax machines. Printed documents with PII should never be freely accessible and/or unattended.
- A cover sheet should always be used when transmitting PII via fax. This cover sheet should include the intended recipient, contact instructions if the fax is received by someone other than the intended recipient, and a prominent warning such as the following:
    - "PERSONAL INFORMATION – If you are not the intended recipient of this fax you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you received this fax in error, please notify the sender immediately and destroy this fax and any attachments without reading, forwarding, saving or disclosing them."
- Hard copies of files containing PII that are mailed or sent via courier should always use sealed, privacy guarded envelopes.

Electronic PII

- PII must only be used and stored on equipment approved by DoIT.
- All computers must be running operating systems and antivirus software that are approved by DoIT and up to date.
- All agency printers, scanners, copiers, and fax machines will be configured not to store any documents after they have been printed or scanned.
- All mobile data storage devices must be encrypted with approved encryption software. Please see the Mobile Device and Laptop Security Policies for more information.
- All computer monitors must be obscured from public view.



- Physical access to computer equipment must be restricted from the public as much as possible.

E-mail and Transmission

- PII should never be sent to third party file hosting, transfer services or social networking sites. **Never use your personal email or other accounts to transmit PII.**
- PII should never be transmitted via email or File Transfer Protocol (FTP) without being encrypted. The preferred method of sending PII data to authorized recipients is the Agency Secure File Transfer Protocol (SFTP) server. More information can be found on iConnect, http://iconnect/index.php?title=Office_of_Information_Security#FAQ
- All FTP transmissions of PII leaving the agency must be encrypted point to point with a Virtual Private Network (VPN) tunnel or SFTP.

8.0 Prohibited Practices

Employees who have access to PII are prohibited from:

- Publicly displaying or otherwise unlawfully disclosing any person's PII.
- Using PII as a primary account number or printing PII on any identification badge, membership card, permit, or license.
- Mailing documents containing PII where the number is visible on or from outside the envelope or packaging.
- Including more than four sequential digits of a social security number on any document mailed unless it is specifically permitted by law, regulation or court order; or is sent as part of an application or enrollment process; or is sent to establish, confirm, amend, or terminate an account or benefit policy.
- Transmitting PII over the Internet or a computer system or network unless the connection is secure, or the transmitted data is encrypted.
- Requiring an individual to use or transmit all or more than 4 sequential digits of his or her SSN to gain access to an internet website or a computer system or network unless the connection is secure, the transmission is encrypted, or a password or other unique personal ID number or other authentication device is also required to gain access.
- Utilizing their SSNs as passwords for access to computer systems.

9.0 Disposal of PII

Documents that contain SSNs or any other PII must be properly destroyed when those documents no longer need to be retained to conduct DEW business. Paper documents containing PII should be shredded by using shredders that use crosscutting (both horizontal and vertical shedding/cutting). Electronic storage devices such as hard drives, flash drives or phones must be wiped with agency-approved software and then sent to an approved disposal facility.

10.0 Confidentiality

DEW employees and contractors are required to keep all data belonging to the Federal Government, DEW, and its partners secure. Data handled in the course of job duties may not be disclosed or discussed with anyone who is not authorized to receive the information. This data should also never be accessed, used, stored, or transmitted for personal purposes or on personal devices or services. All DEW employees and contractors are responsible for the security and protection of this data.

11.0 Enforcement

Noncompliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including termination. Additionally, noncompliance will be reported to law enforcement, as appropriate, and may result in criminal prosecution, civil litigation, restitution, fines, and/or penalties.

Alleged or suspected violations of the PII Handling Policy should be reported to DoIT or to the Internal Audit Fraud, Abuse and Waste hotline. Please see the Internal Audit and Quality Control page on iConnect for methods to contact the hotline. All alleged or suspected violations will be formally reviewed. Note that all violations involving PII obtained from a Federal Government Agency must be reported by DEW to the appropriate Federal Agencies.

Any employee who abuses the DEW's computing, information, or communications resources may also be subject to civil action and/or criminal prosecution. **DEW will pursue criminal and civil prosecution of violators when appropriate.** Individuals will also be responsible for any financial loss to the DEW that results from inappropriate use of information technology resources.

The "PII Handling Policy" is agreed to and abided by as consideration for continued employment at DEW. Noncompliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including termination, may involve civil or criminal litigation, and may involve restitution, fines, and/or penalties.



South Carolina Department of Employment and Workforce
Personal Identification Information (PII) Handling and Confidentiality Policy
Technology Access Rights and Obligations
User Agreement Acknowledgement

As a user of the South Carolina Department of Employment and Workforce (DEW) data and resources, I agree to abide by the Personal Identification Information (PII) Handling and Confidentiality Policy and the following terms and guidelines as they relate to the policy established:

1. I will protect DEW confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence and immediately change them if I suspect their secrecy has been compromised.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I will not access any DEW confidential data for personal use.
6. I will report activity that is contrary to the provisions of this agreement to my supervisor and DoIT.
7. I agree to report to DoIT any suspicious network activity or security breach.

Privacy Expectations

DEW actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be DEW property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to DEW data and resources.

I understand the violation or disregard of any of these guidelines, statutes or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with DEW, and any other appropriate legal action, including possible criminal prosecution under State and Federal statutes.

EXHIBIT F

U.S. Department of Labor's Training and Employment Guidance Letter d. June 28, 2012

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION Personally Identifiable Information
	CORRESPONDENCE SYMBOL OFAM
	DATE June 28, 2012

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 39-11

TO: ALL DIRECT ETA GRANT RECIPIENTS
ALL STATE WORKFORCE AGENCIES
ALL STATE WORKFORCE LIAISONS
STATE WORKFORCE ADMINISTRATORS
STATE AND LOCAL WORKFORCE INVESTMENT BOARDS
ONE-STOP CAREER CENTER SYSTEM LEADS

FROM: JANE OATES
Assistant Secretary

SUBJECT: Guidance on the Handling and Protection of Personally Identifiable Information (PII)

1. **Purpose.** To provide guidance to grantees on compliance with the requirements of handling and protecting PII in their grants.

2. **Background.** As part of their grant activities, Employment and Training Administration (ETA) grantees may have in their possession large quantities of PII relating to their organization and staff; subgrantee and partner organizations and staff; and individual program participants. This information is generally found in personnel files, participant data sets, performance reports, program evaluations, grant and contract files and other sources.

Federal agencies are required to take aggressive measures to mitigate the risks associated with the collection, storage, and dissemination of sensitive data including PII. The Appendix lists a brief overview of efforts at the Federal level to protect PII. As the grantor agency, ETA is providing this Training and Employment Guidance Letter (TEGL) to grantees to notify them of the specific requirements grantees must follow pertaining to the acquisition, handling, and transmission of PII.

3. **Definitions.**

- PII - OMB defines PII as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.[1]

[1] OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information* (May 22, 2007), available at http://www.whitehouse.gov/OMB/memoranda/fy2007/m07-16.pdf

RESCISSIONS	EXPIRATION DATE
None	Continuing

- Sensitive Information – any unclassified information whose loss, misuse, or unauthorized access to or modification of could adversely affect the interest or the conduct of Federal programs, or the privacy to which individuals are entitled under the Privacy Act.

- Protected PII and non-sensitive PII - the Department of Labor (the Department) has defined two types of PII, protected PII and non-sensitive PII. The differences between protected PII and non-sensitive PII are primarily based on an analysis regarding the "risk of harm" that could result from the release of the PII.

  1. Protected PII is information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers (SSNs), credit card numbers, bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information and computer passwords.

  2. Non-sensitive PII, on the other hand, is information that if disclosed, by itself, could not reasonably be expected to result in personal harm. Essentially, it is stand-alone information that is not linked or closely associated with any protected or unprotected PII. Examples of non-sensitive PII include information such as first and last names, e-mail addresses, business addresses, business telephone numbers, general education credentials, gender, or race. However, depending on the circumstances, a combination of these items could potentially be categorized as protected or sensitive PII.

  To illustrate the connection between non-sensitive PII and protected PII, the disclosure of a name, business e-mail address, or business address most likely will not result in a high degree of harm to an individual. However, a name linked to a social security number, a date of birth, and mother's maiden name could result in identity theft. This demonstrates why protecting the information of our program participants is so important.

4. Requirements. Federal law, OMB Guidance, and Departmental and ETA polices require that PII and other sensitive information be protected. ETA has examined the ways its grantees, as stewards of Federal funds, handle PII and sensitive information and has determined that to ensure ETA compliance with Federal law and regulations, grantees must secure transmission of PII and sensitive data developed, obtained, or otherwise associated with ETA funded grants.

In addition to the requirement above, all grantees must also comply with all of the following:

- To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated

cryptographic module.[2] Grantees must not e-mail unencrypted sensitive PII to any entity, including ETA or contractors.

- Grantees must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. Grantees must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the grantee by ETA. Grantees who wish to obtain more information on data security should contact their Federal Project Officer.

- Grantees shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.

- Grantees further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using grantee issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-grantee managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.

- Grantee employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.

- Grantees must have their policies and procedures in place under which grantee employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.

- Grantees must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.

- Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.

[2]For more information on FIPS 140-2 standards and cryptographic modules, grantees should refer to FIPS PUB 140-2, located online at: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf.

- All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.

- PII data obtained by the grantee through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.

- Grantees must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the grantee is complying with the confidentiality requirements described above. In accordance with this responsibility, grantees must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.

- Grantees must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the grantee agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

A grantee's failure to comply with the requirements identified in this TEGL, or any improper use or disclosure of PII for an unauthorized purpose, may result in the termination or suspension of the grant, or the imposition of special conditions or restrictions, or such other actions as the Grant Officer may deem necessary to protect the privacy of participants or the integrity of data.

5. **Recommendations.** Protected PII is the most sensitive information that you may encounter in the course of your grant work, and it is important that it stays protected. Grantees are required to protect PII when transmitting information, but are also required to protect PII and sensitive information when collecting, storing and/or disposing of information as well. Outlined below are some recommendations to help protect PII:

- Before collecting PII or sensitive information from participants, have participants sign releases acknowledging the use of PII for grant purposes only.

- Whenever possible, ETA recommends the use of unique identifiers for participant tracking instead of SSNs. While SSNs may initially be required for performance tracking purposes, a unique identifier could be linked to the each individual record. Once the SSN is entered for performance tracking, the unique identifier would be used in place of the SSN for tracking purposes. If SSNs are to be used for tracking purposes, they must be stored or displayed in a way that is not attributable to a particular individual, such as using a truncated SSN.

- Use appropriate methods for destroying sensitive PII in paper files (i.e., shredding or using a burn bag) and securely deleting sensitive electronic PII.
- Do not leave records containing PII open and unattended.
- Store documents containing PII in locked cabinets when not in use.
- Immediately report any breach or suspected breach of PII to the FPO responsible for the grant, and to ETA Information Security at ETA.CSIR@dol.gov, (202) 693-3444, and follow any instructions received from officials of the Department of Labor.

6. **Inquiries.** Questions should be addressed to the appropriate Regional Office.

7. **Attachment.** Appendix: *Applicable Federal Laws and Policies Related To Data Privacy, Security and Protecting Personally Identifiable and Sensitive Information*

FEDERAL LAWS AND POLICIES RELATED TO DATA PRIVACY, SECURITY AND PROTECTING PERSONALLY IDENTIFIABLE AND SENSITIVE INFORMATION

- Privacy Act of 1974 (the Privacy Act) – Governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals maintained in systems of records by Federal agencies. The Privacy Act prohibits the disclosure of information from a system of records without the written consent of the individual, unless the disclosure is permissible under one of twelve statutory exceptions. The Privacy Act also provides individuals with a way to seek access to and amendment of their records and establishes various agency record-keeping requirements. The Privacy Act does not generally apply to personally identifiable information collected and maintained by grantees.

- Computer Security Act of 1987 – Passed to improve the security and privacy of sensitive information in Federal computer systems and created a means for establishing minimum acceptable security practices for such systems. It required agencies to identify their computer systems that contained sensitive information, create computer security plans, and provide security training of system users or owners on the systems that house sensitive information. It was repealed by the Federal Information Security Management Act (FISMA).

- FISMA – Enacted as Title III of the E-Government Act of 2002, FISMA required each Federal agency to develop and implement an agency-wide program to safeguard the information and information systems that support the operational assets of the agency, including the assets managed by other agencies or contractors.

- On May 22, 2006, the Office of Management and Budget (OMB) issued M-06-15, *Safeguarding Personally Identifiable Information.* In this memorandum, OMB directed Senior Officials for Privacy to conduct a review of agency policies and processes and to take necessary corrective action to prevent intentional or negligent misuse of, or unauthorized access to, PII.

- On July 12, 2006, OMB issued M-06-19, *Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments.* In this memorandum, OMB provided updated guidance for reporting of security incidents involving PII.

- On May 10, 2006, Executive Order 13402 established the President's Task Force on Identity Theft. The Task Force was charged with developing a comprehensive strategic plan for steps the Federal government can take to combat identity theft and recommending actions which can be taken by the public and private sectors. On April 23, 2007, the Task Force submitted its report to the President, titled "Combating Identity Theft: A Strategic Plan." This report is available at www.idtheft.gov.

- On May 22, 2007, OMB issued M 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information. In this memorandum, OMB required agencies to implement a PII breach notification policy within 120 days.

- NIST SP 800-122, Guide to Protecting the Confidentiality of PII Released by NIST in April 2010, this document is a guide to assist Federal agencies in protecting the confidentiality of PII in information systems. The guide explains the importance of protecting the confidentiality of PII in the context of information security and explains its relationship to privacy. The document also suggests safeguards that may offer appropriate levels of protection for PII and provides recommendations for developing response plans for incidents involving PII.

EXHIBIT G

Email exchange between Cheryl Stanton and Kerry Paul
d. January 6 and 7, 2014

Faust, Chris

From: Kerry Paul <kapaul@live.com>
Sent: Tuesday, January 07, 2014 9:44 AM
o: Stanton, Cheryl
Cc: Faust, Chris; nbloodgood@fosterfoster.com; Kerry Paul
Subject: RE: USB Drive

Cheryl,

I deleted all of the information on my USB stick, including my templates and work product, and then destroyed the USB stick entirely to ensure none of the information was accessible and to protect myself from any additional false allegations by you.

The details of how I wiped the folders, files, PDF and any potential PII data and destroyed the USB stick are irrelevant accept that I did so to protect myself from your false and defamatory allegations once I realized your true intentions. I know how to properly protect and dispose of PII data as I have done so for many years.

First, I have no DEW media devices in my possession as you infer in your email. As far as the details, from the "my computer" icon, I opened the USB drive and permanently deleted all folders at one time ensuring that the electronic trash bin did not contain any of those folders and the documents were not showing up in my recent document history. Finally, when I knew you would continue to defame me and had already provided SLED misinformation, I gave the destroyed USB stick to my attorney.

On December 19, 2013, you suspended me without pay pending the outcome of an investigation. At no point during hat conversation did you ask me questions or share any details as to why I was under investigation. You had ample opportunity to inquire about these details and more, however you chose not to.

On December 20, 2013, four (4) SLED agents arrived at my home at 3:25 p.m. The SLED agents asked me about a particular file that had COBRA in its name and all I saw from the print screen document was a screen shot with the title of the file and a long serial number of a USB. I truthfully answered all of the questions asked. I was completely truthful to the SLED agents when they came to my house.

As a Complaint will be filed against you individually and DEW today, this matter is now in litigation. Please address further communications to my attorney. I will not be returning the destroyed stick under advice of counsel.

If you desire an amicable resolution to this matter, please have your attorney contact Ms. Bloodgood.

Contact information for my attorney:

Nancy Bloodgood
(843) 972-0313
Foster Law Firm, L.L.C.
895 Island Park Drive
Suite 202
Charleston, SC 29492

erry Paul

From: CStanton@dew.sc.gov
To: kapaul@live.com

CC: JFaust@dew.sc.gov
Subject: USB Drive
Date: Mon, 6 Jan 2014 22:50:57 +0000

ıry,

I have had the opportunity to read the Affidavit sworn by you today.

Based upon information in your affidavit, it is apparent that you are aware of the reasons that an investigation was initiated and the necessity for suspension. If you have any additional questions, please feel free to let me know as soon as possible.

In light of your understanding about the reasons for your suspension, you are directed to physically provide to me any media and/or portable devices in your possession onto which you may have copied/downloaded any Agency data, documents, files, PDF documents, records, etc. In particular (but in addition to all other such media in your possession), I am directing you to deliver the destroyed USB stick you referenced in Section 12 of your Affidavit dated January 6, 2014. In addition, I am directing you to furnish specific written details as to how you removed data from this USB stick, how you destroyed this device and the dates and times on which you did so.

Please provide the physical drive(s)/media to Mr. Chris Faust on or before 1:00 PM, Tuesday, January 7, 2014. Please also provide Mr. Faust the written account of how you removed Agency information from the device and the manner you "destroyed" the USB stick at the same time. You may call him at 737-2553 to arrange this transfer.

Failure to follow my directives may result in disciplinary action. Thank you.
Cheryl

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No.: 2014 -CP-~~05~~40-271

Kerry Paul
Plaintiff,
vs.
Cheryl Stanton, et al.
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Nancy Bloodgood, Bar No. 6459 Address: 895 Island Park Drive, Suite 202, Charleston, SC 29492 Phone: 843-972-0313 Fax 888-519-0934 E-mail: nbloodgood@fosterfoster.com Other:	Eugene H. Matthews, Esquire Bar No. _____ Address: Richardson Plowden, 1900 Barnwell Street, Columbia,SC 29201 Phone: 843-771-4400 Fax_____ E-mail: gmatthews@richardsonplowden.com Other: _____

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

SECTION I: Hearing Information

Nature of Motion: Motion to Compel Discovery Responses
Estimated Time Needed: 15minutes Court Reporter Needed: ☒YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order

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

_____ _____
Signature of Attorney for ☐ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05- 271 **PLAINTIFF'S MOTION TO COMPEL DISCOVERY RESPONSES FROM DEFENDANTS**

RICHLAND COUNTY
FILED
2014 JUL 14 A 11:03
JEANETTE W. WALDEN
C.C.P. & G.S.

YOU WILL PLEASE TAKE NOTICE THAT, pursuant to Rule 37 (a) of the South Carolina Rules of Civil Procedure, Plaintiff hereby moves, by and through her undersigned attorneys, before the Presiding Judge of the Fifth Judicial Circuit for an Order compelling Defendants to answer Plaintiff's discovery requests and awarding Plaintiff fees and expenses incurred in making this motion.

The grounds in support of this Motion are as follows:

1. Plaintiff's Complaint includes claims for defamation, abuse of process and violation of S.C. Code § 1-11-490. Plaintiff sent two sets of discovery requests to Defendants in March of 2014 and by agreement Defendants' time to respond was extended; Defendants timely responded to Plaintiff's discovery. (Exhibit A, Defendants' Discovery Responses)

2. Thereafter, Plaintiff wrote Defendants a letter on July 13, 2014 requesting Plaintiff answer several of the discovery requests more fully before Plaintiff filed a Motion to Compel. (Exhibit B, Plaintiff's Objection Letter)

3. On July 2, 2014, Defendants responded to Plaintiff's objections (Ex. C) but there are still several issues that need to be resolved as Defendants have refused to answer several

Interrogatories and Requests to Produce. Specifically, Defendants have refused to answer the following Interrogatories and respond to the following Requests to Produce:

a. Interrogatories 10-13 and Requests to Produce Nos. 23-25 and 27 all ask questions and request documents regarding Cheryl Stanton's employment as Director of DEW and actions she has taken in that capacity, which she did not want Plaintiff to report and which may be relevant to Stanton's actions regarding Plaintiff. These questions seek facts and documents regarding the irregular appointment of Ms. Stanton to her position as Director; Plaintiff's forced participation in Stanton's hiring process; Stanton's personal worth (punitive damages are sought against Ms. Stanton as she is being sued in her personal capacity); Stanton's knowledge of the state ethics laws she has stated publicly Plaintiff violated; the recklessness of Stanton's actions, and why Stanton repeatedly disciplined Plaintiff for merely talking to DEW employees. Defendants object to providing this information on the basis that Plaintiff's allegations are founded on "baseless histrionics." Plaintiff is entitled to obtain information to disprove this fact.

b. Requests to Produce No. 12 asks for information regarding Stanton's decision to terminate Plaintiff. This information is relevant to Plaintiff's state grievance regarding her wrongful termination as Counsel for Defendants acknowledges, but it is also relevant to Plaintiff's defamation claim and may lead to relevant evidence for Plaintiff's abuse of process claim on the issue of ulterior motive.

c. Second Set of Requests to Produce No. 1 requests very limited documents. Plaintiff has requested the monthly procurement card statements for 18 months for 21 named employees. This information is necessary to prove that Plaintiff was not the only employee purchasing and using unencrypted thumb drives as Defendants allege and is clearly relevant to Plaintiff's defamation claim.

Plaintiff has in good faith conferred with Defendants and attempted to obtain responses to its discovery requests without court action. Plaintiff requests an Order compelling Defendants to respond to Plaintiff's Interrogatories Nos. 10-13 and Requests to Produce Nos. 12, 23-25, 27 and Second Set of Requests to Produce No. 1, and granting Plaintiff reasonable expenses incurred in making this motion, including attorney fees.

FOSTER LAW FIRM, L.L.C.

Nancy Bloodgood

Nancy Bloodgood, SC Bar No.: 6459
Lucy C. Sanders, SC Bar No.: 78169
895 Island Park Drive, Suite 202
Daniel Island, SC 29492
Telephone: (843) 972-0313
Facsimile: (888) 519-0934
Email: nbloodgood@fosterfoster.com
lsanders@fosterfoster.com

Attorneys for Plaintiff

Charleston, South Carolina

Date: 7-9-14

Exhibit A

11403

RICHARDSON PLOWDEN
RICHARDSON PLOWDEN ROBINSON, P.A.
ATTORNEYS AT LAW

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1900 Barnwell St., Columbia, SC 29201 P 803.771.4400 F 803.779.0016

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www.richardsonplowden.com

REPLY TO COLUMBIA
E-mail address for Eugene H. Matthews
gmatthews@richardsonplowden.com

Certified Specialist in Employment & Labor Law
by the Supreme Court of South Carolina

Licensed in South Carolina and North Carolina

May 30, 2014

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

RE: *Kerry Paul v. Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce*
C/A No.: 2014-CP-40-00271
Our File No.: 181-728

Dear Nancy:

Please find enclosed, and hereby served upon you, the *Defendants' Answers to Plaintiff's First Set of Interrogatories, Defendants' Responses to Plaintiff's First Set of Requests to Produce* and *Defendants' Responses to Plaintiff's Second Set of Requests to Produce* in the above referenced matter.

With kind regards, I am

Sincerely,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews

/jlm
Enclosure as Stated

received
6/2/14

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
	)	**DEFENDANTS' ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**
v.	)	
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

The Defendants, Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce ("SCDEW") (hereinafter collectively the "Defendants"), respond to the Plaintiff's First Set of Interrogatories, as follows:

GENERAL COMMENTS

1. These Answers are based upon information presently known to the Defendants. Because discovery and investigation into the matters at issue in this litigation are ongoing, the Defendants reserve the right to supplement these Answers as appropriate.

2. Under Rule 33(c), SCRCP, the Defendants may direct Plaintiff to business records produced contemporaneously as a response to specific Interrogatories, as specified under the Rule.

GENERAL OBJECTIONS

1. The Defendants object to Plaintiff's Interrogatories to the extent that they attempt to impose any obligation beyond those contained in the South Carolina Rules of Civil Procedure.

2. The Defendants object to any and all of Plaintiff's Interrogatories to the extent that they call for information subject to the attorney-client privilege, the work product doctrine, any other privilege, or any statutory prohibition.

3. The Defendants object to Plaintiff's Interrogatories to the extent that they seek to require the Defendants to perform Plaintiff's own legal work, specifically, to correct and reform Plaintiff's own Interrogatories that are overbroad, seek irrelevant information, or are otherwise improper.

4. The Defendants object to each Interrogatory to the extent it seeks information that constitutes or reflects trial preparation materials or work product of the Defendants or its representatives, agents or attorneys.

5. The Defendants object to each Interrogatory to the extent it seeks information already available to or equally available to Plaintiff.

6. The Defendants object to these Interrogatories to the extent they are overly broad, unduly burdensome, compound, seek information which is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence, seek documents which constitute or contain confidential, proprietary information, do not adequately set forth the documents requested with reasonable particularity, and are vague and ambiguous as to scope and time.

7. By making a response to any interrogatory or document request, the Defendants do not intend or mean to waive the attorney-client privilege, the work product rule or any other privilege, objection or other limitation upon discovery as to that Interrogatory or Request or as to any other present or future request for discovery.

8. All Answers to the Interrogatories and Responses to the Requests for Production are made without the waiver of these general objections, or the specific objections hereinafter set forth.

ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

All SCDEW employees should be contacted through counsel for the Defendants. Non-SCDEW employees should be contacted through their respective counsel(s). Witnesses known to the Defendants are as follows:

a. Plaintiff is knowledgeable concerning the events at issue and the false nature of her allegations.

b. Cheryl Stanton is knowledgeable concerning the events at issue and the false nature of Plaintiff's allegations.

c. Darrell Scott is SCDEW's Chief of Staff and is knowledgeable concerning some of the events at issue in this case, including the facts relevant to Plaintiff's involvement in the data breach for which Plaintiff was responsible.

d. Neil Adcox is SCDEW's Chief Information Officer and is knowledgeable concerning some of the events at issue in this case, including the facts relevant to Plaintiff's involvement in the data breach for which Plaintiff was responsible.

e. Adam Twitty is SCDEW's acting Chief Information Security Officer and is knowledgeable concerning some of the events at issue in this case, including the facts relevant to Plaintiff's involvement in the data breach for which Plaintiff was responsible.

f. Koa Morgan is SCDEW's Director of Human Resources and is knowledgeable concerning some of the events at issue in this case, including Plaintiff's conduct prior to and after her termination, and Plaintiff's threat of physical violence towards Cheryl Stanton.

g. Chris Faust is SCDEW's Employee Relations Manager in its Office of Human Resources and is knowledgeable concerning some of the events at issue in this case, including Plaintiff's conduct prior to and after her termination, and Plaintiff's threat of physical violence towards Cheryl Stanton.

h. Mark Keel is the Executive Director of the South Carolina Law Enforcement Division (SLED) and is knowledgeable concerning SLED's investigation into Plaintiff's role in the data breach for which Plaintiff was responsible.

i. David "Britt" Dove is a Special Agent of SLED specializing in computer crime, and is knowledgeable concerning SLED's investigation into Plaintiff's role in the data breach for which Plaintiff was responsible.

j. Unnamed Other SLED Agents, whose names are not known to the Defendants, were reportedly involved in the investigation into Plaintiff's role in the data breach for which Plaintiff was responsible.

2. For each person known to Defendants or Defendants' counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER:

Please see response to Interrogatory No. 1. To the extent that a non-privileged written or recorded statement exists and is relevant to this case, it is being contemporaneously produced.

3. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim in the case; and if you will supply it without the necessity of a Motion, please attach a copy to your answers.

ANSWER:

Please see responses to Plaintiff's Request for Production of Documents, which are contemporaneously produced.

4. List the names and addresses of every expert witness whom the party proposes to use as witnesses at the trial of the case.

ANSWER:

None at this time.

5. State the factual basis for each of Defendants' affirmative defenses, the names of the witnesses who will testify as to each affirmative defense, and list the written documents that support each affirmative defense.

ANSWER:

In addition to defenses that are not affirmative defenses, such as Plaintiff's failure to state a claim for which relief can be granted, inability to establish elements of stated claims, or her failure to prove damages, and in addition to any defenses or affirmative defenses that may arise in the course of discovery, the affirmative defenses plead under Rule 8(c), SCRCP, are as follows:

- Truth and Qualified Privilege – Plaintiff's defamation claims are barred because the content of the statements and/or acts on which she bases her claims are true. Further, Plaintiff cannot show that any defendant breached or exceeded the qualified privilege that attaches to statements or acts that are, or may be, at issue.

- Immunity as to Scope of Duty and Absence of Malice – The South Carolina Tort Claims Act provides immunity from Plaintiff's claims to both Defendants also provides several affirmative defenses, including the limitations of liabilities as to both Defendants under S.C. Code Ann. § 15-78-60(17) and § 15-78-70 (scope of duty, absence of malice).

- Immunity as to adoption, enforcement, or compliance with any law or failure to adopt or enforce any law – Each Defendant is immune from Plaintiff's claims based on these acts, including, but not limited to, any law, charter, provision, ordinance, resolution, rule, regulation, or written policies. S.C. Code Ann. § 15-78-60(4).

- Immunity as to the exercise of discretion or judgment by the governmental entity or employee – Each Defendant is entitled to immunity for its actions regarding Plaintiff's conduct, including the performance or failure to perform any act or service which is in the discretion or judgment of the governmental entity or employee. S.C. Code Ann. § 15-78-60(5).

- Lack of Mitigation. To the extent Plaintiff has failed to mitigate her claimed damages, or has caused damage to herself, such as damaging her own reputation, Defendants assert her failure to mitigate damages as an affirmative defense.

- "Unclean Hands." Plaintiff is barred from recovery where she acted unfairly in a matter that is the subject of the litigation to the prejudice of the Defendants, and there is ample evidence that Plaintiff's conduct related to matters in litigation were in bad faith, duplicitous, and caused damage to the Defendants.

- Exclusive Remedy/Failure to Exhaust Administrative Remedy – To the extent Plaintiff seeks damages related to her loss of employment, she must seek her remedy pursuant to the State Employment Grievance Procedure Act, S.C. Code § 8-17-310 et seq., and her claims in this Court are subject to the defenses of exhaustion of administrative remedies, collateral estoppel, and *res judicata.*

- Workers' Compensation Exclusivity – To the extent Plaintiff seeks damages related to claims that are compensable under the South Carolina Workers' Compensation Act, such claims are barred by the doctrine of Workers' Compensation exclusivity. See, e.g., S.C. Code Ann. § 15-78-60(14).

- No Punitive Damages. No such damages are recoverable against these Defendants under S.C. Code Ann. § 15-78-120(b).

6. **Identify the Plaintiff's supervisors and/or managers.**

ANSWER:

The Defendants object to the lack of a limit on the time period of this Interrogatory. Without waiving said objection:

From May 2013 until July 15, 2013 – Cheryl Stanton.
After July 15, 2013 until Plaintiff's termination – Darrell Scott.

7. **Identify the persons presently known to the Defendants who were involved in making employment decisions regarding Plaintiff.**

ANSWER:

The Defendants object to the lack of a limit on the time period of this Interrogatory. Without waiving said objection, while Plaintiff was employed at SCDEW following Cheryl Stanton's appointment as Executive Director, Cheryl Stanton was ultimately responsible for making employment decisions regarding Plaintiff.

8. **Identify the persons, their position classification, and division known to Defendant South Carolina Department of Employment and Workforce or Defendant South Carolina Department of Employment and Workforce employees involved in the review of**

the files retrieved from Plaintiff's computer.

ANSWER:

The Defendants object to the vague nature of the phrase "involved in the review of the files retrieved from Plaintiff's computer," as it makes no distinction on time periods, identity of computer, or type of file. Further, to the extent that this Interrogatory requests information on files retrieved from a specific hard drive residing on a computer owned or used by Plaintiff, the answer is "none." However, without waiving these objections, please see the Defendants' response to Request No. 22 of Plaintiff's First Set of Requests to Produce.

9. **Identify the persons involved in any meetings regarding the alleged "data breach" regarding Plaintiff.**

ANSWER:

Cheryl Stanton, Darrell Scott, Neil Adcox, Adam Twitty, Koa Morgan, and Chris Faust attended meetings to discuss the data breach caused by Plaintiff.

10. **Identify the Ogletree Deakins' employees who attended Plaintiff's selection committee interview for the Executive Director of Defendant South Carolina Department of Employment and Workforce.**

ANSWER:

The Defendants object to this Interrogatory because it seeks information beyond the proper scope permitted by Rule 26, SCRCP, and because it seeks information that is entirely irrelevant to the Claims and Defenses in this lawsuit.

11. **State whether Cheryl Stanton has received any monetary payments, stipends, benefits with cash value from Ogletree Deakins since June 1, 2013.**

ANSWER:

The Defendants object to this Interrogatory because it seeks information beyond the proper scope permitted by Rule 26, SCRCP, and because it seeks information that is entirely irrelevant to the Claims and Defenses in this lawsuit.

12. **State the name of every employee, their position classification and division who has met with or participated in group meetings with Alvarez & Marsal or the DEW**

project assigned.

ANSWER:

The Defendants object to this Interrogatory because it seeks information beyond the proper scope permitted by Rule 26, SCRCP, and because it seeks information that is entirely irrelevant to the Claims and Defenses in this lawsuit.

13. State the names of all candidates that expressed interest in the Executive Director position with Defendant South Carolina Department of Employment and Workforce during the 2013 recruitment period, including all candidates who withdrew their name from consideration after expressing interest.

ANSWER:

The Defendants object to this Interrogatory because it seeks information beyond the proper scope permitted by Rule 26, SCRCP, and because it seeks information that is entirely irrelevant to the Claims and Defenses in this lawsuit.

Dated this the 30th day of May, 2014.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews
Post Office Drawer 7788
Columbia, South Carolina 29202
T: (803) 771-4400
F: (803) 779-0016
Email: gmatthews@RichardsonPlowden.com

COUNSEL FOR DEFENDANTS CHERYL STANTON, IN HER INDIVIDUAL CAPACITY AND THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **CERTIFICATE OF SERVICE**

I, the undersigned employee of Richardson Plowden & Robinson, P.A., counsel for the Defendants Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, do hereby certify that I have served a copy of the *DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES* by causing a copy of the same to be personally deposited in a United States Postal Service mail box, first class postage prepaid, with the return address clearly visible, addressed to counsel of record as indicated below on this 30th day of May, 2014:

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

JENNIFER L. MILES
Legal Assistant to Eugene H. Matthews

May 30, 2014
Columbia, South Carolina.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **DEFENDANTS' RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS TO PRODUCE**

The Defendants, Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce ("SCDEW") (hereinafter collectively the "Defendants"), respond to the Plaintiff's First Set of Requests to Produce, as follows:

GENERAL COMMENTS

1. These Responses are based upon information presently known to the Defendants. Because discovery and investigation into the matters at issue in this litigation are ongoing, the Defendants reserve the right to supplement these Responses as appropriate.

2. Additional information responsive to Plaintiff's Interrogatories may be contained in the documents produced by the Defendants.

GENERAL OBJECTIONS

1. The Defendants object to Plaintiff's Requests for Production to the extent that they attempt to impose any obligation beyond those contained in the South Carolina Rules of Civil Procedure.

2. The Defendants object to any and all of Plaintiff's Requests for Production to the extent that they call for information subject to the attorney-client privilege, the work product doctrine, any other privilege, or any statutory prohibition.

3. The Defendants object to Plaintiff's Requests for Production to the extent that they seek to require the Defendants to perform Plaintiff's own legal work, specifically, to correct and reform Plaintiff's own Requests for Production that are overbroad, seek irrelevant information, or are otherwise improper.

4. The Defendants object to each Requests for Production to the extent it seeks information that constitutes or reflects trial preparation materials or work product of the Defendants or its representatives, agents or attorneys.

5. The Defendants object to each Request for Production to the extent it seeks information already available to or equally available to Plaintiff.

6. The Defendants object to these Requests for Production to the extent they are overly broad, unduly burdensome, compound, seek information which is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence, seek documents which constitute or contain confidential, proprietary information, do not adequately set forth the documents requested with reasonable particularity, and are vague and ambiguous as to scope and time.

7. By making a response to any interrogatory or document request, the Defendants do not intend or mean to waive the attorney-client privilege, the work product rule or any other privilege, objection or other limitation upon discovery as to that Request or Interrogatory or as to any other present or future request for discovery.

8. All Answers to the Interrogatories and Responses to the Requests for Production are made without the waiver of these general objections, or the specific objections hereinafter set forth.

RESPONSES TO REQUESTS FOR PRODUCTION

1. Copies of any and all statements given by either eyewitnesses or other witnesses to the incidents and matters at issue herein, which are in the possession of the Defendants or the Defendants' counsel, whether written or recorded, or on a tape recorder or otherwise.

RESPONSE:

The Defendants are producing all non-privileged statements in their possession, including the transcript and exhibits of the Plaintiff's internal grievance hearing (*SCDEW 1- SCDEW 506*), statements made by Plaintiff and others in the Plaintiff's Employee Relations File (*SCDEW507-SCDEW 818*), and statements that are included in the Plaintiff's Grievance File (*SCDEW 819-SCDEW 1207*).

2. Copies of any and all of Defendant South Carolina Department of Employment and Workforce's handbooks, employment policies and written employment procedures.

RESPONSE:

The Defendants are producing the relevant policies requested (*SCDEW 1208- SCDEW 1567*), and also refer Plaintiff to relevant policies produced in response to Request No. 1.

3. Copies of any and all statements, memoranda, documents, or other materials which in any other way might relate to the Plaintiff's claims or Defendant's affirmative defenses which are within the possession of the Defendants, whether written or recorded or on a tape recorder or otherwise.

RESPONSE:

Please see notes and e-mails related to Plaintiff and Cheryl Stanton (*SCDEW 1568-SCDEW 1753*), in addition to responses to other Requests.

4. To permit the Plaintiff to inspect, to photograph or otherwise copy any and all charts, diagrams, enlarged exhibits, etc., which the Defendants or Defendants' counsel may have which relate to the matters alleged herein.

RESPONSE:

At present, the Defendants and Defendants' counsel are unaware of any discoverable "charts, diagrams, enlarged exhibits, etc.," which relate to the matters alleged by Plaintiff that are not otherwise produced.

5. Any and all reports prepared by any witnesses concerning this litigation and specifically any expert witness' reports.

RESPONSE:

The Defendants have not named or consulted with an expert witness. Please see responses to other Requests, including the Incident Report related to the data breach caused by Plaintiff.

6. Any and all documents listed in Defendants' Answers to Interrogatories.

RESPONSE:

Please see responses to other Requests.

7. All written or electronic communications concerning the factual allegations or claims at issue in this lawsuit among or between 1) the Plaintiff and the Defendant South Carolina Department of Employment and Workforce's employees, and 2) the Plaintiff's managers, and/or supervisors, and/or the Defendant's human resource representatives to include but not be limited to, emails exchanged prior to Plaintiff's employment with Defendant South Carolina Department of Employment and Workforce, including personal email accounts.

RESPONSE:

The Defendants object to this Request as vague, and as unduly burdensome, as it would require SCDEW to review the files of over 1,400 current and former employees, a project that would take approximately 12 months. Without waiving these objections, the Defendants are producing written and electronic communications regarding the claims in this lawsuit in their custody and control in response to other Requests.

8. Claims, lawsuits, administrative charges, and complaints by any current or former employee that rely upon any of the same factual allegations or claims as those at issue in this lawsuit.

RESPONSE:

The Defendants are unaware of any "[c]laims, lawsuits, administrative charges, and complaints by any current or former employee that rely upon any of the same factual allegations or claims as those at issue in this lawsuit." This lawsuit is the only one that relies on "any of the same factual allegations or claims as those at issue in this lawsuit."

9. Documents concerning the formation and termination, if any, of the employment relationship at issue in this lawsuit, irrespective of the relevant time period.

RESPONSE:

Please see relevant documents produced in response to Requests No. 1 and No. 10.

10. The Plaintiff's personnel file, in any form, maintained by the Defendants including files concerning the Plaintiff maintained by the Plaintiff's supervisors, managers, or the Defendant South Carolina Department of Employment and Workforce's human resources representatives, irrespective of the relevant time period.

RESPONSE:

In addition to relevant documents produced in response to other Requests, please see the Plaintiff's Personnel File (*SCDEW 1754- SCDEW 1885*).

11. Plaintiff's performance evaluations and formal discipline.

RESPONSE:

Please see documents related to Plaintiff's performance evaluations and formal discipline produced herein (*SCDEW 1894- SCDEW1930*), in addition to those produced in response to Requests No. 1 and No. 10. Also, see a performance evaluation authored by Caroline Agardy, which was discovered in Plaintiff's office following Plaintiff's termination (*SCDEW 1886-SCDEW1893*).

12. **Any and all documents relied upon to make the employment decisions at issue in this lawsuit.**

RESPONSE:

The Defendants object to this Request on grounds that the phrase "employment decisions at issue in this lawsuit" is vague. It is also overly broad, since Plaintiff claimed at her grievance hearing that this lawsuit concerned matters other than her termination.

13. **Defendant South Carolina Department of Employment and Workforce's workplace policies or guidelines relevant to the adverse action in effect at the time of the adverse action, including policies or guidelines that address: 1) discipline, 2) termination of employment, 3) promotion, 4) discrimination, 5) performance reviews or evaluations, 6) misconduct, 7) retaliation and 8) nature of the employment relationship.**

RESPONSE:

Please see relevant documents produced in response to other Requests, especially including Requests No. 1 and No. 2.

14. **Job descriptions for the positions that the Plaintiff held.**

RESPONSE:

Please see documents related to Plaintiff's job descriptions produced herein (*SCDEW 1931- SCDEW 1943*), in addition to those produced in response to Requests No. 1 and No. 10.

15. **Documents showing Plaintiff's compensation and benefits such as retirement plan benefits, fringe benefits, employee benefit summary plan descriptions, and summaries of compensation.**

RESPONSE:

Please see documents related to Plaintiff's compensation and benefits produced herein *(SCDEW 1944- SCDEW 1953)*. Please see Plaintiff's Personnel file, produced in response to Request No. 10. Also, please refer to http://ohrweb.ohr.state.sc.us/OHR/OHR-employee.phtm#benefits, which provides general information concerning state employee benefits.

16. Agreements, if any, between the Plaintiff and the Defendants to waive jury trial rights or to arbitrate disputes.

RESPONSE:

None are known to the Defendants, but because Plaintiff is required to exhaust certain administrative remedies under SCDEW's Grievance Policy and the State Employee Grievance Procedures Act, please see S.C. Code Ann. § 8-17-310 *et seq*. Plaintiff has also withdrawn her appeal for unemployment benefits.

17. Documents concerning investigations or any complaints about the Plaintiff or made by the Plaintiff, if relevant to the Plaintiff's factual allegations or claims at issue in this lawsuit and not otherwise privileged.

RESPONSE:

The Defendants direct Plaintiff's attention to documents produced in response to Plaintiff's other requests that relate to the investigation of the data breach caused by Plaintiff.

SCDEW also is aware of documents related to allegations made against Plaintiff by a former SCDEW employee that resulted in a Charge of Discrimination filed with the South Carolina Human Affairs Commission (SCHAC) that SCDEW settled. The complaint related to events allegedly occurring between February 2013 and June 2013.

SCDEW is also aware of documents related to allegations of sexual harassment made by another SCDEW employee in 2011, which were subsequently withdrawn.

Because the documents relating to charges made by these individuals against Plaintiff involve third parties, the Defendants are willing to produce these documents pursuant to a mutually acceptable Confidentiality Order.

18. Documents in the possession of the Defendants and/or the Defendants' agents concerning claims for unemployment benefits unless production is prohibited by applicable

law.

RESPONSE:

Please see documents related to Plaintiff's claim and disqualification for unemployment compensation benefits (*SCDEW 1954- SCDEW 2266*).

19. Any other documents upon which the Defendants relies to support the defenses, affirmative defense and counterclaims, including any other documents describing the reasons for the adverse action.

RESPONSE:

Please see responses to other Requests.

20. All text messages and call log information for Cheryl Stanton's and Neil Adcox's state agency issued phone from July 1, 2013 until the present regardless of who the communications were sent to or received from.

RESPONSE:

The Defendants do not possess these documents or have custody or control of these documents. Further, the Request appears overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP.

21. All emails involving Matt Sexton on December 12, 2013, and all the attached documentation to the emails.

RESPONSE:

The Defendants object to this Request as overly broad, except as to document(s) that pertain to Plaintiff. Otherwise, please see document(s) produced that are responsive to this Request (*SCDEW 2267*).

22. A list of the name of each employee, their position classification, and division of any and all employees involved in the review of files retrieved from Kerry Paul's computer and who participated in meetings related to the alleged "data breach".

RESPONSE:

Because SCDEW employees did not review files "retrieved from Kerry Paul's computer," no such list exists. The Defendants produce the attached list of SCDEW employees who reviewed copies of files downloaded by Plaintiff onto her unencrypted USB stick (*SCDEW 2268*). Furthermore, presuming the Request seeks a list of employees who "participated in meetings related to" the data breach caused by Plaintiff, SCDEW does not maintain such a list.

23. Copies of all emails between Erica Von Nessen and Katherine Veldran. (Katherine works for the Governor's Office. She was our coach).

RESPONSE:

The Defendants object to this request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action.

24. Copies of all emails between Kerry Paul and Katherine Veldran.

RESPONSE:

The Defendants object to this request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action.

25. Copies of all emails between Cheryl Stanton and Ted Pitts regarding Plaintiff.

RESPONSE:

The Defendants object to this request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action.

26. Copies of all emails between Cheryl Stanton and Chief Mark Keel (SLED) regarding Plaintiff.

RESPONSE:

Please see documents produced that are responsive to this request (*SCDEW 2269-SCDEW 2273*).

27. Copies of all emails from Cheryl Stanton, Neil Adcox, Adam Twitty, and Tim

Debloc in August 2013 regarding Derrick McFarland. (I think this would help support my conversation with Neil).

RESPONSE:

The Defendants object to this Request as overly broad, unduly burdensome, and beyond the proper scope Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action. Furthermore, the Request seeks information from in-house counsel that is privileged.

28. Documentation of the DEW key card activity for Plaintiff and Neil Adcox from August 2013.

RESPONSE:

Please see documents produced that are responsive to this Request (*SCDEW 2274- SCDEW 2278*).

29. All documentation of communication between Neil Adcox and Agent Britt Dove from December 17, 2013 to include but not be limited to correspondence whether written or electronic and phone call logs and text messages from their state agency issued phone.

RESPONSE:

The Defendants have no such documents.

30. All documentation regarding information regarding the results from the SLED Cyber Crimes regarding the USB stick.

RESPONSE:

The Defendants do not understand this Request, and in any event, do not have possession of "results" of any SLED investigation. However, for information related to the data breach caused by Plaintiff, Plaintiff is directed to SCDEW's Incident Report regarding the same (*SCDEW 463- SCDEW 493*).

31. All documentation regarding information regarding the investigation and outcome of an employee who violated agency policy by utilizing a USB stick in 2014.

RESPONSE:

Please see redacted documents produced that are responsive to this Request (*SCDEW 2279- SCDEW 2295*).

32. A copy of Cheryl Stanton's employment contract with Ogletree Deakins.

RESPONSE:

The Defendants object to this Request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action.

33. Copies of all documentation presented to SLED by Defendant South Carolina Department of Employment and Workforce during the investigation of Plaintiff.

RESPONSE:

Please see documents produced that are responsive to this Request (*SCDEW 2296- SCDEW 2429*).

34. Copies of all Data Loss Prevention security scans conducted agency wide and the results of those scans.

RESPONSE:

The Defendants object to this Request as unintelligible, overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP. Further, by way of explanation, Data Loss Prevention software is deployed to each computer at SCDEW and scans activity related to specific computers continuously for data loss events. SCDEW does not conduct scans "agency wide."

35. Copies of all Data Loss Prevention schedule security review of all senior staff to include reports and records showing when the security scans were completed and the results of the same.

RESPONSE:

The Defendants object to this Request as unintelligible, overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP. Further, by way of explanation, Data Loss Prevention software is deployed to each computer at SCDEW and scans activity related to specific computers continuously for data loss events.

36. **All work products, spreadsheets, interview notes, work documents, payment invoices, training materials, flow charts, process maps and recommendations as it related to the Alvarez & Marsal vendor currently working for Defendant South Carolina Department of Employment and Workforce with an emergency procurement contract.**

RESPONSE:

The Defendants object to this request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the Request does not relate to a claim or defense in this action.

37. **All documentation, emails, correspondence from the Budget and Control Board, ITMO, Don Grant, Katherine Krissinger, Susan Roben, Derrick McFarland, Deb Tedeschi, Maura Dawson, Darrell Scott, Erica Von Nessen and Cheryl Stanton as it relates to the contract and approved parameters of the emergency contract with Alvarez & Marsal.**

RESPONSE:

The Defendants object to this Request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action. Furthermore, the Request also seeks information from in-house counsel that is privileged. The Request would also require SCDEW to conduct an agency-wide search of all databases, storage infrastructure, e-mails, and PC drives, which are tasks that would take several months and great expense to complete.

38. **The contract between Alvarez & Marsal, and Defendant South Carolina Department of Employment and Workforce.**

RESPONSE:

The Defendants object to this Request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP, especially since the request does not relate to a claim or defense in this action.

39. **All disciplinary actions by DEW for any and all employees involving a**

Violation of Policy, Procedures or Rules from May 1, 2010 to the present.

RESPONSE:

Please see redacted documents produced that are responsive to this Request (*SCDEW 2430- SCDEW 2477*).

40. Any and all emails regarding Plaintiff's computer, her lap top, her thumb drive, or her discipline, suspension, or termination, to or from the following DEW employees:

Neil Adcox
Adam Twitty
Cheryl Stanton
Darrell Scott
Jean Cecil Frick
Koa Morgan
Chris Faust
Adrienne Fairwell
Mary Kathryn Craft
Molly Brantley
Deb Tedeschi
Maura Dawson Baker
Derrick McFarland
Pam Martin

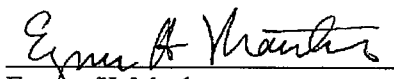
RESPONSE:

The Defendants object to this Request as overly broad and beyond the proper scope of Rule 26, SCRCP. Further, the Request seeks information from in-house counsel that is privileged. In addition, because the Request lacks temporal scope, it is unduly burdensome, and would require several months to search SCDEW information technology resources for these items, presuming they exist and are otherwise discoverable. Without waiving these objections, Plaintiff's attention is directed to the e-mails produced in conjunction other Requests that are also responsive to this Request

Dated this the 30th day of May, 2014.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.



Eugene H. Matthews
Post Office Drawer 7788
Columbia, South Carolina 29202
T: (803) 771-4400
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Email: gmatthews@RichardsonPlowden.com

COUNSEL FOR DEFENDANTS CHERYL STANTON, IN HER INDIVIDUAL CAPACITY AND THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **CERTIFICATE OF SERVICE**

I, the undersigned employee of Richardson Plowden & Robinson, P.A., counsel for the Defendants Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, do hereby certify that I have served a copy of the *DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS TO PRODUCE* by causing a copy of the same to be personally deposited in a United States Postal Service mail box, first class postage prepaid, with the return address clearly visible, addressed to counsel of record as indicated below on this 30th day of May, 2014:

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

JENNIFER L. MILES
Legal Assistant to Eugene H. Matthews

May 30, 2014
Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
	)	**DEFENDANTS' RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS TO PRODUCE**
v.	)	
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

The Defendants, Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce (hereinafter the "Defendants"), respond to the Plaintiff's Second Set of Requests to Produce served March 21, 2014, as follows:

1. **Any and all procurement card statements with all attached receipts in your possession or in your files regarding the S.C. Department of Employment and Workforce's (DEW) purchase of any and all removable media between May 2010 to March 21, 2014.**

RESPONSE:

Defendants object to this Request as overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP. By way of illustration, this discovery request would require SCDEW to locate and review between approximately 25,000 and 50,000 procurement card statements and receipts from the four (4) year period requested. Furthermore, the request does not appear in any way relevant to Plaintiff's claims against the Defendants.

Dated this the 30th day of May, 2014.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.



Eugene H. Matthews
Post Office Drawer 7788
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COUNSEL FOR DEFENDANTS CHERYL STANTON, IN HER INDIVIDUAL CAPACITY AND THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **CERTIFICATE OF SERVICE**

I, the undersigned employee of Richardson Plowden & Robinson, P.A., counsel for the Defendants Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, do hereby certify that I have served a copy of the *DEFENDANT'S RESPONSE TO PLAINTIFF'S SECOND SET OF REQUESTS TO PRODUCE* by causing a copy of the same to be personally deposited in a United States Postal Service mail box, first class postage prepaid, with the return address clearly visible, addressed to counsel of record as indicated below on this 29th day of May, 2014:

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

JENNIFER L. MILES
Legal Assistant to Eugene H. Matthews

May 30, 2014
Columbia, South Carolina.

Exhibit B

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

June 13, 2014

Eugene H. Matthews, Esquire
Richardson Plowden
1900 Barnwell Street
Columbia, SC 29201

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-05-0271
Our File No.: 11463

Dear Gene,

I have reviewed your responses to Plaintiff's First Set of Interrogatories and First and Second Requests to Produce. I disagree with some of your objections and wish to consult with you prior to filing a motion to compel. Please review the concerns I have outlined below and call me if you wish to discuss these in more detail. I am hopeful you will be willing to supplement several of your responses. In the event you are not willing to supplement and amend your responses, please let me know as soon as possible so I can file a motion to compel.

Privilege Log: Several of your responses to Plaintiff's Requests to Produce and at least one of your Responses to Plaintiff's Interrogatories (Interrogatory No. 2) state that you withheld documents based on privilege. However, you have not produced a privilege log listing the documents withheld and explaining the nature of the documents and the specific privilege relied upon. Please send a privilege log immediately.

Interrogatories:

Interrogatory No. 5: Defendant's response fails to address Plaintiff's request for the names of witnesses who will testify about the facts of each defense and the documents which support each defense. Defendant has not objected to this portion of the interrogatory but failed to include this information. Please supplement Defendant's response to this interrogatory immediately.

Interrogatories 8: To clarify, "involved in the review of the files retrieved from Plaintiff's computer" means DEW employees who saw, were shown, or discussed verbally or in writing,

the files that were retrieved by DEW IT personnel from Plaintiff's work computer (referred to as the HR Management file at Plaintiff's grievance hearing) from October 2013 to June 1, 2014.

Interrogatory 10: How the process of Stanton's appointment was irregular is relevant as a trier of fact could find that Defendant Stanton's irregular appointment and Plaintiff's forced participation in that process, created animosity by Stanton against Plaintiff, which animosity is relevant to Stanton's motive, Stanton's actions against Plaintiff, and Plaintiff's abuse of process claim. Please answer this Interrogatory immediately.

Interrogatory 11: Whether Stanton is still employed by a law firm and receiving any compensation or has future employment guarantees at that firm while employed full-time with the State of South Carolina as an Agency Director is relevant because it shows her personal income and future worth, and punitive damages are sought against Stanton as she being is sued for defamation and abuse of process in her individual capacity. Please answer this Interrogatory immediately.

Interrogatory 12: Stanton's approval of emergency, no bid contracts in violation of the State Procurement Ordinance to a company that has contributed heavily to Governor Jingle in Louisiana and to Governor Haley, and Stanton's provision of free public rental space to this company, as well as her instructing high level employees not to discuss this company, are relevant to the issues of DEW's compliance with state procurement laws and ethical violations, Stanton's credibility regarding her accusations against Plaintiff, and the comparative seriousness of the allegations against Plaintiff.

Interrogatory 13: How the process of Stanton's appointment was irregular is relevant as a trier of fact could find that Defendant Stanton's irregular appointment and Plaintiff's forced participation in that process, as well as other DEW employee's forced participation in a phony process created problems for Stanton with her staff that she then blamed on Plaintiff, all of which is relevant to Stanton's motive, Stanton's actions against Plaintiff, and Plaintiff's abuse of process claim. Please answer this Interrogatory immediately.

Requests to Produce

Request to Produce No. 7: Please clarify which portions of this Request Defendant has objected to and which portions it has responded to. Specifically, has Defendant produced all written or electronic communications among or between Plaintiff and Defendant DEW's employees which *are related to the claims or factual allegations at issue in this lawsuit*? Additionally, has Defendant produced all written or electronic communications among or between Plaintiff's managers, supervisors, and/or Defendants' HR representatives which *are related to the claims or factual allegations at issue in this lawsuit*? I respectfully disagree with your contention that the Request is overly broad or unduly burdensome. The Request has been narrowly tailored to only include communications related to the claims and factual allegations of this lawsuit.

Request to Produce No. 12: To clarify, "employment decisions at issue in this lawsuit" include Plaintiff's removal from the Leadership Team, teh moving of her office to a location away from the HR Department and other employees, her suspension and her termination. Please supplement your responses to include any and all documents Defendant relied upon to make these employment decisions.

Request to Produce No. 20: Plaintiff will agree to narrow this request at this time to text messages and call log information on state issued cell phones between Cheryl Stanton and Neil Adcox between October 2013 and January 2014.

Requests to Produce Nos. 23, 24, 25, 27: Plaintiff will agree to narrow these requests to emails "related to Paul."

Requests to Produce No. 38: This Request is relevant to the issues of DEW's compliance with state procurement laws and ethical violations, and Stanton's credibility regarding her accusations against Plaintiff.

Second Set of Requests to Produce, Request No. 1: Plaintiff will agree to narrow this request to the monthly procurement card statements with attached supporting documentation between July 1, 2012 to December 31, 2013 for Adam Twitty, Cheryl Stanton, Darrell Scott, Katherine Krissinger, Koa Morgan, Neil Adcox, Adrienne Fairwell, Don Grant, Erica Von Nessen, Glenn Holton, Sandy Harrelson, Romi Robinson, Barbara Steward, Jamie Suber, Kevin Cummings, Janet Tribble-Robinson, Torienia Tucker, Cynthia Rogers (Cindy), Mary Jo Schmick, Pat Sherlock and LaCrystal Jackson.

With kindest regards, I am

Sincerely,

Nancy

Nancy Bloodgood

cc: Kerry Paul

Exhibit C

11463

RICHARDSON PLOWDEN
RICHARDSON PLOWDEN ROBINSON, P.A.
ATTORNEYS AT LAW

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Certified Specialist in Employment & Labor Law
by the Supreme Court of South Carolina

Licensed in South Carolina and North Carolina

July 2, 2014

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

RE: *Kerry Paul v. Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce*
C/A No.: 2014-CP-40-00271
Our File No.: 181-728

Dear Nancy:

This letter responds to your letter of June 13, 2014, concerning our responses to your discovery requests. It appears that we must differ on many of the points you have raised, as set forth below.

Interrogatories

No. 5. In this interrogatory, your client requested that we "[s]tate the factual basis for each of Defendants' affirmative defenses, the names of the witnesses who will testify as to each affirmative defense, and list the written documents that support each affirmative defense."

I have reviewed our answer, which was subject to our general objections, and believe it is fulsome and complete. We have addressed our defenses in detail, including those that are largely a matter of law. Each witness we have identified may, in some regard, testify to the applicability of each defense, including the Plaintiff. In terms of the documents supporting each defense, we believe the answers are self-evident. Moreover, given the documents that we have already produced to you, under Rule 33(c), SCRCP, you have more than a "reasonable opportunity to examine, audit, or inspect such records and to make copies, compilations, abstracts, or summaries." In any event, we believe the answer amply satisfies our responsibilities under Rules 26 and 33, SCRCP.

No. 8. In this interrogatory, your client requested that we "[i]dentify the persons, their position classification, and division known to Defendant South Carolina Department of Employment and Workforce or Defendant South Carolina Department of Employment and Workforce employees involved in the review of the files retrieved from Plaintiff's computer."

In your letter, you stated that "involved in the review of the files retrieved from Plaintiff's computer" meant "DEW employees who saw, were shown, or discussed verbally or in writing the files that were retrieved by DEW IT personnel from Plaintiff's work computer (referred to as the HR Management file at Plaintiff's grievance hearing) from October 2013 to June 1, 2014."

As you are aware, we have produced a list of SCDEW employees who reviewed the numerous files containing PII that Plaintiff downloaded onto her unencrypted USB stick (*SCDEW 2268*). This appears to be responsive to your restated interrogatory.

No. 10. In this interrogatory, your client requested that we "[i]dentify the Ogletree Deakins' employees who attended Plaintiff's selection committee interview for the Executive Director of Defendant South Carolina Department of Employment and Workforce."

In your letter, you argue that the interrogatory is proper because a "trier of fact could find that Defendant Stanton's irregular appointment and Plaintiff's forced participation in that process[] created animosity by Stanton" which was "relevant to Stanton's motive."

With respect, there is only your client's opinion that the appointment process was in any way "irregular." Furthermore, with specific regard to your client's interrogatory, your client has made no effort to explain how the presence (or absence) of Ogletree Deakins' employees would make the appointment process "irregular." We stand by our objections.

No. 11. In this interrogatory, your client requested that we state "whether Cheryl Stanton has received any monetary payments, stipends, benefits with cash value from Ogletree Deakins since June 1, 2013."

In your letter, you argue that the interrogatory is proper because "it shows her personal income and future worth, and punitive damages are sought against Stanton."

We believe this interrogatory is highly improper, and we intend to oppose it – and any other attempt to inquire improperly into Ms. Stanton's personal life – vigorously. Ms. Stanton has sued no one, and has not volunteered to place her personal life on public display. Your client's attempts to force her to do so are highly inappropriate. We stand by our objections.

No. 12. In this interrogatory, your client requested that we state "the name of every employee, their position classification and division who has met with or participated in group meetings with Alvarez & Marsal or the DEW project assigned."

In your letter, you argue that the interrogatory is proper because of the relevance of "the issues of DEW's compliance with state procurement laws and ethical violations, Stanton's credibility regarding her accusations against Plaintiff, and the comparative seriousness of the allegations against Plaintiff."

With respect, we stand by our objections that this interrogatory seeks information that is entirely irrelevant to the claims and defenses in this lawsuit. Your explanation failed to demonstrate that the information requested is remotely relevant to your client's claims or our defenses. In that light, the information requested appears particularly irrelevant and unduly burdensome.

No. 13. In this interrogatory, your client requested that we state "the names of all candidates that expressed interest in the Executive Director position with Defendant South Carolina Department of Employment and Workforce during the 2013 recruitment period, including all candidates who withdrew their name from consideration after expressing interest."

In your letter, you argue that the interrogatory is proper because the "phony process" in which your client was allegedly "forced" to participate "created problems for Stanton and her staff that she then blamed on Plaintiff..."

Respectfully, and understanding that you are acting as a zealous advocate for your client, we cannot respond to an interrogatory that is founded solely on your client's baseless histrionics. We stand by our objections.

In any event, without waiving any of the Defendants' objections, upon information and belief, applications were sent to the following five people: Kelly J. Cox, Derrick McFarland, Kerry Paul, Cheryl Stanton, and Col. Ronald Taylor.

Requests to Produce

No. 7. In this request, your client requested that we produce "[a]ll written or electronic communications concerning the factual allegations or claims at issue in this lawsuit among or between 1) the Plaintiff and the Defendant South Carolina Department of Employment and Workforce's employees, and 2) the Plaintiff's managers, and/or supervisors, and/or the Defendant's human resource representatives to include but not be limited to, emails exchanged prior to Plaintiff's employment with Defendant South Carolina Department of Employment and Workforce, including personal email accounts."

Our objections and responses are self-explanatory. Reviewing the files of over 1,400 current and former SCDEW employees would take approximately 12 months. Otherwise, we believe that we have produced the discoverable documents that you have requested, including literally thousands of pages of documents concerning the factual allegations or claims at issue in this lawsuit.

No. 12. In this request, your client requested that we produce "[a]ny and all documents relied upon to make the employment decisions at issue in this lawsuit." We objected on grounds that the phrase "employment decisions at issue in this lawsuit" is vague, and because the request was overly broad, since Plaintiff claimed at her grievance hearing that this lawsuit concerned matters other than her termination.

In your letter, you amended the request to define "employment decisions: as (1) Plaintiff's removal from the Leadership Team, (2) moving Plaintiff's office to a location away from the HR Department and other employees, (3) her suspension, and (4) her termination."

As you already know, your client testified at her grievance hearing, under oath, that the grievance "is to address the termination of my employment. That lawsuit addresses something completely different having to do with defamation, improper execution of a search warrant and not allowing the court to make decisions" [*sic*]. (Grievance Hearing Transcript, p. 17, lines 8-13).

In view of your client's sworn testimony, and the very nature of your client's claims, our objections stand to your amended request. With that being said, and without waiving those objections, documents related to these issues have already been produced to you, and in abundance.

No. 20. In this request, your client requested that we produce "[a]ll text messages and call log information for Cheryl Stanton's and Neil Adcox's state agency issued phone from July 1, 2013 until the present regardless of who the communications were sent to or received from."

We objected on grounds that the Defendants do not possess these documents or have custody or control of these documents. We also objected on grounds that the request appears overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP.

In your letter, you amended the request to "text messages and call log information on state issued cell phones between Cheryl Stanton and Neil Adcox between October 2013 and January 2014."

As we stated regarding your earlier request, without waiving our objections, SCDEW does not maintain or possess these documents or have custody or control of these documents.

Nos. 23, 24, 25, and 27. In these requests, your client requested that we produce "[c]opies of all emails" (1) between Erica Von Nessen and Katherine Veldran, (2) between Kerry Paul and Katherine Veldran, (3) between Cheryl Stanton and Ted Pitts regarding Plaintiff, and (4) from Cheryl Stanton, Neil Adcox, Adam Twitty, and Tim Debloc in August 2013 regarding Derrick McFarland.

We objected to these requests as overly broad, unduly burdensome, and beyond the proper scope Rule 26, SCRCP, especially since they do not relate to a claim or defense in this action. Furthermore, to the extent the request seeks information from in-house counsel, the information would obviously be privileged.

In your letter, you amended the request to only those the e-mails "related to Paul." However, even with that amendment, we do not see these e-mails would relate to a claim or defense in this action. For that reason, our objections stand to your amended request.

Nos. 23, 24, 25, and 27. In these requests, your client requested that we produce "[c]opies of all emails" (1) between Erica Von Nessen and Katherine Veldran, (2) between Kerry Paul and Katherine Veldran, (3) between Cheryl Stanton and Ted Pitts regarding Plaintiff, and (4) from Cheryl Stanton, Neil Adcox, Adam Twitty, and Tim Debloc in August 2013 regarding Derrick McFarland.

We objected to these requests as overly broad, unduly burdensome, and beyond the proper scope Rule 26, SCRCP, especially since they do not relate to a claim or defense in this action. Furthermore, to the extent the request seeks information from in-house counsel, the information would obviously be privileged.

In your letter, you amended the request to only those the e-mails "related to Paul." However, even with that amendment, we do not see how these e-mails would relate to a claim or defense in this action. For that reason, our objections stand to your amended request.

Second Set of Requests to Produce, No. 1. In this request, your client requested that we produce "[a]ny and all procurement card statements with all attached receipts in your possession or in your files regarding the S.C. Department of Employment and Workforce's (DEW) purchase of any and all removable media between May 2010 to March 21, 2014."

We objected on grounds that the request was overly broad, unduly burdensome, and beyond the proper scope of Rule 26, SCRCP. We noted that the request would require SCDEW to locate and review between approximately 25,000 and 50,000 procurement card statements and receipts

from the four (4) year period requested. We also noted that the request did not appear in any way relevant to Plaintiff's claims against the Defendants.

In your letter, you amended the request to the monthly procurement card statements (and supporting documentation of the following people form July 1, 2012 to December 31, 2013 for the following persons:

- Adam Twitty
- Cheryl Stanton
- Darrell Scott
- Katherine Krissinger
- Koa Morgan
- Neil Adcox
- Adrienne Fairwell
- Don Grant
- Erica Von Nessen
- Glen Bolton
- Sandy Harrelson
- Romi Robinson
- Barbara Steward
- Jamie Suber
- Hevin Cummings
- Janet Tribble-Robinson
- Torienia Tucker
- Cynthia Rogers
- Mary Jo Schmick
- Pat Sherlock
- LaCrystal Jackson

While your proposed amendment would cut the estimated range and number of documents the request would cover from approximately 25,000-50,000 to 3,000-5,000, it remains an unduly burdensome request that has no apparent connection to the claims and defenses in this case. For that reason, without further explanation, we must continue to object to this request.

Privilege Log. Finally, regarding a privilege log, the only documents that are otherwise discoverable but fall under the attorney-client privilege are four (4) e-mails between Chris Faust and Al Nickles from April and May 2014 concerning scheduling issues in the grievance filed by your client. The e-mails have not been Bate-Stamped, but if you would like me to list them sequentially in a more formal privilege log, I will happily do so. Just let me know your wishes.

--x--

I hope our explanations to you, as set forth above, clearly outline the position we take on these matters. If not, I am happy to speak with you further.

With kind personal regards, I am

Sincerely,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews

EHM/jlm

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
)
) CASE NO.: 2014-CP-40-00271
Kerry Paul,)
) **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
Plaintiff,)
v.)
)
Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce,)
)
Defendants.)

Plaintiff's Attorney: , Bar No. _____ Address: Phone: Fax E-mail: Other: _____	Defendant's Attorney: Eugene H. Matthews, Bar No. 10193 Address: Richardson Plowden & Robinson, PA PO Drawer 7788, Columbia, SC 29202 Phone: 803-771-4400 Fax803-779-0016 E-mail: gmatthews@richardsonplowden.comOther: _

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

SECTION I: Hearing Information

Nature of Motion: Rule 37, SCRCP – Motion to Compel
Estimated Time Needed: 30 min Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff /☒ Defendants — June 11, 2014 Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
v.	)	**MOTION TO COMPEL OF DEFENDANTS**
Cheryl Stanton, in her individual apacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

NOW COME Defendants Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce (hereinafter "SCDEW") (collectively the "Defendants"), by and through counsel, pursuant to Rule 37, SCRCP, and move to compel Plaintiff Kerry Paul (hereinafter the "Plaintiff") to respond to specific requests for discovery in the above-referenced action. In support of this motion, the Defendants set forth the following:

1. The Defendants served their *First Set of Interrogatories to Plaintiff, First Request for Production of Documents to Plaintiff,* and *First Request for Admissions to Plaintiff* on March 28, 2014. By agreement of counsel, the deadline to respond to these pending discovery responses was extended to June 2, 2014.

2. Plaintiff responded to some of these discovery requests, but with regard to many of them, Plaintiff failed to respond adequately. (See Plaintiff's responses attached as Exhibits "A," "B," and "C").

3. In Plaintiff's responses to Interrogatories No. 26, 28, 31, and 32, Plaintiff refuses to answer these interrogatories "without a court order." (See Exhibit "A").

4. Because Plaintiff has already stated that she refuses to answer these interrogatories without this Court's order compelling her to do so, the undersigned believes that

consultation with opposing counsel as to Interrogatories No. 26, 28, 31, and 32, will serve no useful purpose, and is filing this motion forthwith.

5. Therefore, the Defendants respectfully request that the Court compel Plaintiff to respond fully and completely to Interrogatories No. 26, 28, 31, and 32 without further delay.

6. The undersigned believes that consultation may serve a useful purpose with regard to the other requests listed in the attached letter to opposing counsel. (Attached as Exhibit "D," letter to opposing counsel, dated June 11, 2014).

7. However, should consultations between counsel on the other matters enumerated in Exhibit "D" fail to reach a solution, the Defendants also respectfully request permission to bring these matters to the Court via this motion. In that event, the Defendants would respectfully request that the Court compel Plaintiff to respond to the requests as set forth in Exhibit D, and that the Court grant any other such relief as the Court deems just and proper.

PLEASE TAKE NOTICE that the Defendants request a hearing on this motion at the Court's earliest opportunity, but any in case no sooner than ten (10) days from the date that it is served upon Plaintiff's counsel.

Dated this the 11th day of June, 2014.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews
Post Office Drawer 7788
Columbia, South Carolina 29202
T: (803) 771-4400
F: (803) 779-0016
Email: gmatthews@RichardsonPlowden.com

COUNSEL FOR DEFENDANTS CHERYL STANTON AND THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05- 271 **PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

TO: EUGENE H. MATTHEWS, ESQUIRE, ATTORNEY FOR BOTH DEFENDANTS:

The Plaintiff through her undersigned counsel responds to Defendants' First Set of Interrogatories as follows:

General Objections

1. By providing information in response to these Interrogatories, Plaintiff does not concede the accuracy of Defendant's definitions, assumptions or allegations. Nor does Plaintiff concede that any of the information sought is admissible, material or relevant in these proceedings. Plaintiff does not waive any general or specific objections by providing a response to any of the Interrogatories.

2. Plaintiff has made a reasonable, good-faith inquiry into the subject matter of each Interrogatory. Plaintiff's responses are based on the facts reasonably ascertainable to Plaintiff. Plaintiff reserves the right to modify or amend these responses at any time and as discovery proceeds.

3. Plaintiff objects to these Interrogatories to the extent that they call for information that is protected by the attorney-client privilege, the work product doctrine, or any other privilege

EXHIBIT A

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or protection recognized by law.

4. Plaintiff objects to these Interrogatories to the extent they attempt to impose burdens and requirements beyond those required by the South Carolina Rules of Civil Procedure.

5. Plaintiff's responses shall not be construed in any way as an admission that any definition provided by Defendant is either factually correct or legally binding upon Plaintiff or a waiver of any of Plaintiff's objections regarding relevancy, discoverability and admissibility.

6. Plaintiff reserves the right to supplement these responses and objections.

Responses to Interrogatories

1. State the name(s), address(es), telephone number(s), and place(s) of employment of all persons known to Plaintiff to have knowledge concerning the facts, allegations, claims, and defenses raised this case, and whether or not written or recorded statements have been taken from these persons and who has possession of such statements.

RESPONSE: Plaintiff objects to this Interrogatory as discovery has just started and Plaintiff does not know all of the persons who have knowledge of the facts, allegations, claims and defenses raised in this matter. Plaintiff further objects to this Interrogatory to the extent it seeks the production of attorney-client work product and privileged information, including strategies, thoughts and impressions. Subject to and without waiving these objections, no written or recorded statements have been taken by Plaintiff or Plaintiff's counsel from anyone. Plaintiff believes the following persons may be witnesses to the facts supporting the allegations in Plaintiff's Complaint:

a. **Plaintiff and her husband, c/o undersigned Counsel. These witnesses may testify as to the facts supporting Plaintiff's causes of action, Plaintiff's emotional distress damages, and issues related to abuse of process, defamation, and violations of S.C. Code § 1-11-490.**

b. **Cheryl Stanton, Koa Morgan, Adam Twitty, Darrell Scott, Neil Adcox, Don Grant, Adrienne Fairwell, Katherine Krissinger, Derrick McFarland, and Erica VonNessen. These witnesses are all employed by DEW. These witnesses may testify as to the facts supporting Plaintiff's causes of action as well as issues related to abuse of process, defamation, and violations of S.C. Code § 1-11-490.**

c. Mark Keel and David Dove are employees of SLED. These witnesses may address issues related to abuse of process and violations of S.C. Code § 1-11-490.

d. Tedd Pitts and Nikki Haley are employees in the S.C. Governor's Office. These witnesses may address issues related to Cheryl Stanton, abuse of process, defamation, and violations of S.C. Code § 1-11-490.

Plaintiff reserves the right to supplement this response with additional witnesses as discovery proceeds and to call as witnesses any witnesses named by Defendants.

2. State the name(s), address(es), telephone number(s), and place(s) of employment of all persons that Plaintiff anticipates calling as a witness in support of her claims and/or defenses at the trial of this case and the issues his/her testimony will address. For each person, state also whether any written or recorded statement regarding this case has been obtained.

RESPONSE: Plaintiff objects to this Interrogatory as she has not yet made a determination as to which witnesses will be called at trial. Plaintiff further objects to this Interrogatory to the extent it seeks the production of attorney-client work product and privileged information, including strategies, thoughts and impressions. Subject to and without waiving these objections, see Response to Interrogatory No. 1 herein. Plaintiff reserves the right to call at trial any witness named by any party during discovery and to supplement this Response as discovery proceeds.

3. Describe fully each document, record, writing, photograph, recording, or other tangible item of which Plaintiff has knowledge, whether or not it is in Plaintiff's possession or under her control, which Plaintiff or her attorney believes is relevant to her claims in this lawsuit, including, but not limited to, personal notes prepared by or for Plaintiff at any time both during and since her employment with SCDEW.

RESPONSE: Plaintiff believes the following documents known to her to already be in Defendants' possession are relevant to her claims in this lawsuit:

1. **All of DEW's personnel policies, including its progressive discipline policy;**
2. **DEW's Mobile Device Security Policy;**
3. **DEW's Acceptable Use Technology Access Rights and Obligations Policy;**
4. **DEW's Personal Identification Information Handling and Confidentiality Policy;**
5. **The US Department of Labor's Training and Employment Guidance Letter of June 28, 2012;**
6. **SLED's two polygraphs of Plaintiff;**

7. **Any and all documents in SLED's possession regarding Plaintiff;**
8. **The search warrant SLED obtained to search Plaintiff's house in December of 2013 and its supporting Affidavit;**
9. **Plaintiff's personnel file and job descriptions;**
10. **Affidavits prepared by Plaintiff and provided to Defendants regarding the false allegations made against her;**
11. **Unemployment documents;**
12. **All documents requested by Plaintiff in Plaintiff's First and Second Set of Requests to Produce to Defendants; and**
13. **Plaintiff's grievance hearing transcript and exhibits.**

Additionally, Plaintiff's resume, medical records from Dr. Moore, pharmacy records various emails, some personnel records in her possession, job applications, a DEW personnel list dated 9-13, documents created as templates for HR work, and an envelope containing Plaintiff's termination letter are being provided simultaneously herewith as attachments to Plaintiff's Responses to Requests for Production and are responsive to this Interrogatory. Plaintiff reserves the right to supplement this Response.

4. State the name, address, place of employment, and qualifications of each and every expert witness Plaintiff plans to call at the trial of this case. For each expert identified, provide: the subject matter on which he/she is expected to testify; the substance of the facts and opinions to which he/she is expected to testify; the grounds or factual basis for each opinion expected to be elicited from him/her; and the nature of any investigation, inspection, examination, and/or testing he/she conducted in connection with the issues involved in this suit, the results of same and the dates on which such work was performed.

RESPONSE: Plaintiff has not yet retained an expert witness but reserves the right to do so as discovery proceeds. Further, Plaintiff specifically reserves the right to call as an expert any and all expert witnesses identified by any other parties in this litigation.

5. Please list all damages claimed by Plaintiff in this matter by type, amount, and the cause of action to which the damages are related. Please provide a detailed and itemized calculation of the total.

RESPONSE: Plaintiff's damages include back pay wages, lost future wages, reputation damages, emotional distress and other tort damages, punitive damages against the individually named Defendant Stanton, and attorney fees and costs. The total amount of damages against the state entity exceeds the cap under the State's Tort Claims Act.

Plaintiff is unable to provide a detailed calculation of all of her damages at this time but Plaintiff's wage damages are already known to Defendants and Plaintiff's tort and punitive damages will be determined by a jury. Plaintiff reserves the right to supplement this Response as discovery proceeds.

6. Please identify all places, dates, and times that Plaintiff accessed the personal identification information ("PII") as alleged in Paragraph 23 of Plaintiff's Complaint. Plaintiff may limit her response to those places, dates, and times after July 12, 2013 that she accessed the PII of any SCDEW employee other than herself.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, as stated in Paragraph 23 of the Complaint, Plaintiff routinely and frequently accessed PII data for over a decade as she was required to do in her various HR positions and as DEW HR Director. Plaintiff cannot recall the exact places, dates, and times after July 12, 2013 when she accessed such information, though it was almost daily. The document shown to Plaintiff for the first time several months after her termination at a grievance hearing which Plaintiff understands is the document DEW alleges Plaintiff was unauthorized to access and download, is an HR file Plaintiff and several other HR employees at DEW frequently accessed, and which they had full authority to access, use, and download.

7. Please identify all places, dates, and times after July 12, 2013 that Plaintiff downloaded, duplicated, or in any manner copied the PII of any SCDEW employee other than herself onto any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Plaintiff accessed, copied and downloaded PII data for over a decade as she was required to do in her various HR positions and as DEW HR Director. Plaintiff cannot recall the exact places, dates, and times after July 12, 2013 that she downloaded, duplicated, or copied such information as such was done on a daily basis in her office, outside of her office, on her lap top, at home, in meetings out of the office, through VPN access, and at other DEW office locations. At all times when Plaintiff was accessing PII data as part of her job responsibilities, she maintained its confidentiality and properly disposed of the confidential PII data when it was no longer needed for HR purposes. Plaintiff was also responsible for training her employees as to safely and securely

access, protect and dispose of PPII data. At no time during her long tenure with the State was there ever any concern or allegation that Plaintiff or any of her employees ever mishandled any PII data until Defendant Stanton used this false allegation to justify Plaintiff's wrongful suspension and termination.

8. Please identify with specificity all policies and procedures that Plaintiff observed in order to "maintain[] confidentiality of all PII" as alleged in Paragraph 23 of Plaintiff's Complaint. Plaintiff may limit her response to those policies and procedures that she observed while employed by SCDEW.

RESPONSE: Plaintiff maintained the confidentiality of PII data by observing all of DEW's policies and procedures and following the specific instructions of DEW's IT staff. Defendants' allegation that Plaintiff failed to maintain the confidentiality of PII data and violated policies when she placed PII data on an unencrypted thumb drive is rebutted by the facts that: 1) Plaintiff had VPN access and routinely was, therefore, routinely required to access and use PII data with a fob onto her unencrypted laptop and 2) Plaintiff was expected as part of her HR job responsibilities to access PII data on her laptop through the VPN system. Additionally, Plaintiff was provided an iPhone by the agency to access web based applications containing PII from her unencrypted work phone.

9. Please identify with specificity all devices and computers that Plaintiff used to download, store, or access any PII. Plaintiff may limit her response to those computers used to download, store, or access the PIT of any SCDEW employee other than herself.

RESPONSE: Plaintiff used a lap top with a docking station, multiple printers at work locations, printers at her home, and her agency issued telephone through approved VPN access to download, store and access the PII data on her laptop that she needed to perform her job because she was required to work 24/7 at her job at DEW. At all times, there never any concern or allegation that Plaintiff ever mishandled any PII data until Defendant Stanton used this false allegation to justify Plaintiff's wrongful suspension and termination.

10. Please identify with specificity any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PIT of any SCDEW employee other than herself.

RESPONSE: The only USB stick Plaintiff had in her possession at the time of her suspension was a personal thumb drive, not state property, and which thumb drive she personally destroyed when she suspected Defendant Stanton was going to use the PII data issue to defame her, which Defendant Stanton did.

11. Please identify all evidence that supports Plaintiff's allegation that SLED "obtained a search warrant against Plaintiff on December 20, 2013 at the direction of Defendant Stanton" as alleged in Paragraph 83 of Plaintiff's Complaint.

RESPONSE: Darrell Scott, Defendant Stanton's Chief of Staff, testified under oath at Plaintiff's grievance hearing that "we" contacted SLED on December 18, 2013. Plaintiff reserves the right to supplement her Response to this Interrogatory as discovery proceeds.

12. Please identify the dates, times and places of any action taken by Defendant Stanton that supports Plaintiff's allegations that Defendant Stanton acted outside the scope of her authority, duty, or employment.

RESPONSE: Defendant Stanton had a personal dislike for Plaintiff as evidenced through her speech and her actions. Stanton was not authorized to unilaterally change Plaintiff's job description or to harm Plaintiff by disciplining Plaintiff for petty reasons; ordering Plaintiff not to communicate with other employees; requiring Plaintiff be physically isolated from other DEW employees; fabricating a false reason to terminate Plaintiff; and defaming Plaintiff by falsely accusing her of violating the State Ethics Act and accessing and distributing personal employee information (as recently as May 2014) in order to cause Plaintiff the loss of her job and ruin Plaintiff's reputation. Stanton functionally demoted Plaintiff by stripping her of all her direct reports with the exception of training; not permitting her to communicate with the HR employees in person or over the phone, removing her from Executive Staff meetings Plaintiff had regularly attended for years, and prohibiting Plaintiff from appearing at certain locations in public buildings. All of these actions were taken in violation of State personnel policies and were defamatory by innuendo. Stanton is not authorized to violate State policies or defame employees. Further, Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended multiple meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants.

13. Please identify all evidence supporting Plaintiff's allegation that the "search warrant was irregular on its face and was not supported by any probable cause" as alleged in Paragraph 85 of Plaintiff's Complaint.

RESPONSE: The search warrant states on its fact it is issued to seize property subject to the provisions of S.C. Code § 16-15-405 which is a statute addressing second degree sexual exploitation of a minor. The search warrant also states on its face that it is issued for a search pursuant to S.C. Code § 8-13-725 which is a statute that addresses the use or

disclosure of confidential information by a public employee for financial gain, yet the Affidavit in support of this search warrant is silent as to any allegations of facts suggest Plaintiff used or disclosed confidential information for financial gain. Plaintiff reserves the right to supplement this Response as discovery proceeds.

14. Please identify all evidence supporting Plaintiff's allegation that she had obtained the approval and permission of SCDEW's IT Director in early August to place her templates and work product on a USB stick so she could use them in her next job position, as alleged in Paragraph 93 of Plaintiff's Complaint, including the date, time, place, and manner that she obtained such permission and approval.

RESPONSE: Neil Adcox, Director of DEW's IT Department advised Plaintiff in August 2013 to purchase the personal thumb drive at issue and told her where to go to purchase it. Plaintiff relied on Adcox's advice and did as instructed. At the time, Adcox did not tell Plaintiff that she should encrypt the thumb drive after she bought it and he did not offer to encrypt the thumb drive for Plaintiff. Plaintiff spoke to Adcox in the RED building, in Adcox's office. It did not subsequently occur to Plaintiff that she should encrypt the thumb drive as she had VPN access and was, with the full knowledge and permission of DEW, authorized to download PII data onto other unencrypted devices such as her work phone.

15. Please identify with specificity the "templates and work product" referenced in Paragraphs 93, 96 and 98 of Plaintiff's Complaint.

RESPONSE: Plaintiff created and intended to re-use work product she had created through her years of State HR experience again at a different state agency to benefit her next state employer. Examples of some documents Plaintiff had created that had and still have value for other state agencies include, but are not limited to: offer letters, disciplinary warnings, substandard performance process, EPMS forms, position description forms, reduction in force, voluntary separation program, retirement incentive program, leave pool, exit interview, FMLA letters, Agency Head performance evaluation, individual development plans, training exercises, PowerPoints, policies, retirement system information and forms, Employee Insurance Program and SCEIS procedures.

16. Please identify with specificity the measures taken by Plaintiff to maintain the security of PII on her USB stick as alleged in Paragraph 96 of Plaintiff's Complaint.

RESPONSE: Plaintiff's door locked automatically when she closed it and she locked her office door when she was not at her desk. When she left her locked office, Plaintiff put her thumb drive in her desk drawer. Plaintiff's laptop and computer turned off automatically and a password was necessary to access them. Plaintiff maintained the thumb drive and/or

laptop in a locked and special location at her home when she was using it. Plaintiff always had possession of her personal thumb drive as it contained her personal information.

17. Please identify with specificity the measures taken by Plaintiff to maintain the security of PII on any device on which she may have placed PII.

RESPONSE: See Response to Interrogatory No. 16 above.

18. Please identify all evidence supporting Plaintiff's allegation that she was authorized to download PII onto an unencrypted USB stick on November 20, 2013, as alleged in Paragraph 110 of Plaintiff's Complaint.

RESPONSE: See Response to Interrogatory No. 14 above.

19. Please identify with specificity all actions taken by Plaintiff when she "deleted all of the information on her USB stick" as alleged in Paragraph 114 of Plaintiff's Complaint, including the time, date, and place of such actions, and the computer(s) used in such actions.

RESPONSE: Plaintiff does not recall the time or date she destroyed her personal thumb drive though it was shortly after her suspension at her house because she had already been expressly prohibited for contacting any DEW employees for help or advice, and forbidden from entering DEW property by Stanton so she could not ask for IT help. She used a large cutter to destroy it as effectively as she could. Plaintiff does not recall when she destroyed it but it was shortly after she was suspended.

20. Please identify with specificity the data deleted by Plaintiff on her USB stick as alleged in Paragraph 114 of Plaintiff's Complaint.

RESPONSE: Plaintiff does not know what information was deleted from her thumb drive as she never opened the files on the thumb drive to view them; she merely moved her work product and templates, personal information such as medical documents for her son and tax information, and resume off the thumb drive and then destroyed it. No PII information other than that of the Plaintiff was removed.

21. Please identify with specificity all actions taken by Plaintiff when she "destroyed the USB stick" as alleged in Paragraph 114 of Plaintiff's Complaint, including the time, date, and

place of such actions, the manner of such actions, and the method she used to dispose of the pieces of the USB stick that are currently missing.

RESPONSE: From the "my computer" icon, Plaintiff opened the USB drive and permanently deleted all folders one at a time ensuring that the electronic trash bin did not contain any of those folders and the documents were not showing up in her recent document history. She then used a large cutter to chop the USB stick into the smallest pieces possible to ensure destruction. She does not recall the time or date. Plaintiff is unaware of any missing pieces of the destroyed thumb drive so she cannot answer this portion of the Interrogatory.

22. Please identify all information concerning polygraph tests that Plaintiff reviewed prior to taking polygraph tests referenced in Paragraph 125 of Plaintiff's Complaint, including but not limited to websites, information viewed on-line, and/or written documents.

RESPONSE: Plaintiff does not recall all of the sites she googled to research polygraphs. Some of the information she read on line and some of the information she printed and then discarded.

23. There is no Interrogatory Number 23 in Defendant's Interrogatories

24. Please identify all "false and defamatory statements" made by Defendant Stanton as alleged in Paragraph 125 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: Plaintiff objects to this Interrogatory as it is premature and Stanton continues to make false statements about Plaintiff. However, Stanton has defamed Plaintiff repeatedly and often. Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants. Additionally, Defendant sent a letter to all current and former employees of DEW alleging Plaintiff had compromised their data which Defendant knew or should have known was not true, and Defendant sent a false press release to the State paper. Plaintiff reserves the right to supplement this Response as discovery proceeds.

25. Please identify all "false and defamatory" statements made by Defendant Stanton as alleged in Paragraphs 132 and 133 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: See Response to Interrogatory No. 23 above.

26. Please identify all persons who informed Plaintiff that the statements identified in Interrogatories No. 25 and 26 were made.

RESPONSE: Plaintiff objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided. Plaintiff will not divulge the names of any DEW employees who have contacted her after December 18, 2013 without a court order as she is not willing to jeopardize their jobs.

27. Please identify all evidence supporting Plaintiff's allegation that she was defamed by SCDEW.

RESPONSE: See Response to Interrogatory No. 12 above. Plaintiff reserves the right to supplement this Response as discovery proceeds.

28. Please identify by name all persons referenced in Paragraph 136 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory on the basis it requests information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files for the names of everyone who attended the December and January meetings Stanton called and attended. Plaintiff further objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided. Plaintiff will not divulge the names of any DEW employees who contacted her after December 18, 2013 without a court order as she is not willing to jeopardize their jobs.

29. Please identify by name all "lower level employees" and "senior staff' referenced in Paragraph 137 of Plaintiffs Complaint.

RESPONSE: All of the employees who attended two meetings Defendant Stanton called in December of 2013 and January 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants so whether they are low level employees or senior staff employees is also necessarily known to Defendants. Additionally, the names of the 5,000 current and former employees of DEW are already known to Defendants. Plaintiff reserves the right to supplement this Response as discovery proceeds.

30. Please identify by name all "DEW employees" referenced in Paragraph 138 of Plaintiffs Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended this meeting that Defendant Stanton called so the names of the employees in attendance are already known to Defendants, whereas Plaintiff was not at this meeting.

31. Please identify by name the "DEW manager" referenced in Paragraph 139 of Plaintiff's Complaint.

RESPONSE: This Interrogatory does not require a response as the name of this employee is already known to Defendant Stanton. Plaintiff, however, objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against an innocent employee of DEW if his/her name is provided. Plaintiff will not divulge the name of this DEW employee without a court order as she is not willing to jeopardize his/her job.

32. Please identify by name the persons who informed Plaintiff that Defendant Stanton made the statements referenced in Paragraphs 137, 138, and 139 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against an innocent employee of DEW if his/her name is provided. Plaintiff will not divulge the name of this DEW employee without a court order as she is not willing to jeopardize his/her job.

33. Please identify all evidence supporting Plaintiff's allegation that "Defendant Stanton...obtained a search warrant through SLED that was irregular on its face and was issued without probable cause for the ulterior purpose of forcing the termination of Plaintiff's employment" as alleged in Paragraph 146 of Plaintiff's Complaint.

RESPONSE: The testimony of Darrell Scott at the Plaintiff's grievance hearing, the Affidavit signed by David Dove, and the search warrant Dove obtained. Plaintiff reserves the right to supplement this Response as discovery proceeds.

34. Please identify the specific date, time, place, and manner that Plaintiff "rendered the data on her USB stick unusable when she became aware of Defendant's allegation against her" as alleged in Paragraph 159 of Plaintiff's Complaint.

RESPONSE: See Response to Interrogatory No. 19 above.

35. Please identify the location of the USB stick referenced in Paragraph 159 of Plaintiff's Complaint from November 20, 2013 until the date that Plaintiff rendered it unusable.

RESPONSE: It was either locked in her office or locked in a secure location at her home.

36. Please identify all ways in which the SCDEW violated S.C. Code § 1-11-490 as alleged in Paragraph 161 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory to the extent it seeks identification of information that "support" a particular fact or contention, as such information is protected by the attorney-client work-product and attorney-client privilege and also protected by Rule 33 (d).

37. Please list by name, address, and telephone number all counselors, physicians, doctors, or other medical, psychological, or psychiatric advisors from which Plaintiff has sought treatment for medical and/or emotional injuries or illnesses. For each person so named, please list the injury or illness for which treatment was sought.

RESPONSE: John H. Moore, M.D. of Columbia Women's Health Care, REDACTED Columbia, SC 29201, treated Plaintiff for anxiety and depression due to Defendant Stanton's actions against Plaintiff.

38. Please list all schools attended and courses taken by Plaintiff, including dates and grades. In lieu of responding to this interrogatory, Plaintiff may produce all transcripts of her educational history since high school.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Plaintiff further objects to this Interrogatory on the basis it requests information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files and Plaintiff's resume. Without indicating how

this question could possibly be relevant to the allegations in this Complaint or Defendants' affirmative defenses, Plaintiff is not going to respond.

39. Please list all of Plaintiff's sources of income, and amounts of income received from such source, since her termination from SCDEW.

RESPONSE: None.

40. Please list all employment of Plaintiff since her termination from SCDEW, including the name of the employer, the address and telephone number of the employer, and position held by Plaintiff.

RESPONSE: None.

41. Other than this lawsuit, please describe the circumstances surrounding any civil actions or family court matters brought by or against Plaintiff, including the parties, court of jurisdiction, case number, and the disposition of those actions or charges.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks personal information family court information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Notwithstanding this objection, none, other than previous divorce proceedings which are irrelevant.

42. Please list any civil or criminal case in which Plaintiff has been involved, whether as a party or as a witness, specifically identifying the parties, charge(s) involved, the court and the number of the case, and the disposition of the case.

RESPONSE: None.

43. Please list any number for Plaintiff's home telephone(s), cell phone(s), or other mobile device(s) used at any time since January 1, 2013.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since

January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often. Plaintiff is concerned that Defendants will retaliate against her personal friends if their names are provided to Defendants. Finally, Plaintiff objects to this Interrogatory on the basis of attorney client privilege to the extent it is intended to obtain information regarding Plaintiff's communications with her counsel.

44. Please list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often and those communications are not relevant to this litigation.

45. Please identify all persons, by name and telephone number, the persons who Plaintiff called or who called Plaintiff, that are referenced on Exhibit "A."

RESPONSE: Plaintiff cannot respond to this Interrogatory as she does not know what "Exhibit A" is and there is no such exhibit attached to the Interrogatories.

46. Please name all attorney(s) who advised Plaintiff since September 1, 2013, concerning any matter related to SCDEW or Defendant Stanton, and the dates that the attorney(s) so named represented Plaintiff.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory as it uses terms that are is vague, ambiguous and undefined. Plaintiff does not know what the terms "advise" and "represent" mean and she requires further clarification or additional details in order to be able to respond to the same.

47. Please list all employers to whom Plaintiff has submitted an employment application, including date of application and position sought, since January 1, 2013.

RESPONSE: Plaintiff objects to providing Defendants the names of any employers with whom she has applications for employment still pending on the basis that Plaintiff's answer to this Interrogatory may result in Defendant interfering with Plaintiff's ability to obtain new employment. If Defendants agree not to interfere with Plaintiff's attempts to find new employment by agreeing not to contact employers with whom Plaintiff's employment applications are still pending, Plaintiff will supplement this Response. Notwithstanding this objection, the following is a list of employers to whom Plaintiff has submitted employment applications since January 1, 2013 and with whom she is not under consideration for employment as the positions have been filled:

HR Director-Element Electronics
Community Development Director-Lexington County
Management Consultant International Services
HR Director Elauwit Networks
Site Human Resources Mgr., Faurecia
People soft HR Functional Analyst
Sr. HR Manager, Aramark
Project Manager Lexington County
Project Manager Innovation Group
HR Directory Chester Senior Services Inc.
HR Director Ben Arnold Beverage
HR Business Partner. Schneider Electric
Administrative Manager Masco Corporation
Business Consultant HCM Lawson Talent Management-Info
HR Manager Recruitment Manager Whaley Foodservice
Field Director Planned Parenthood
Compensation Analyst I Aflac
Payroll Manager Robert Half & Accting
HR Manager CoreLogic
Director of Quality Sterling Life Services
Management position EDEI
Equal Opportunity Specialist USDA
HR Generalist-Find Great People
HR Generalist-Staples
Executive Dir of HR-Westport International
HR Manager Global Co-Gallman
Admin Coor/Acct Mgr- Find Great People
Business Analyst I-Aflac
Regional HR Generalist CMC Steel
szHR/Recruiting Manager-Lexington Co-Robert Half
Office Manager-Caris Healthcare

HR Manager Bryant Bureau
HR Director-Blanchard CAT
HR Director-Sherpa
HR Recruiter-Lexington-Robert Half
Training & Systems Specialist-Jarden
HR Manager-Roper Staffing
HR Business Partner-Amazon
HR Manager-Columbia-Undisclosed chemical manufacturer
HR Manager-Apex Tool Corp
Sr. HR manager: Product Management & Service- Apex Tool Corp.
HR Manager-Phillips Staffing
Transformational Change Management-Sr. Manager- PWC
Recruiting Manager-SMX
PeopleSoft Business Analyst-Hallmark
HR Recruiting Generalist-Hubbell Inc.
HR Recruitment Mgr-CEO Inc.
HR Director-local transport co.
HR Analyst-McAngus Goudelook & Courie

48. Please detail all conversations that Plaintiff has had with employees of the State Law Enforcement Division (SLED), including date of application and position sought, since September 1, 2013.

RESPONSE: Plaintiff has not applied for any jobs with SLED. The following is a summary of the conversations Plaintiff has had with SLED employees:

On December 20, 2013 Agent Dove came to Plaintiff's residence with a search warrant. He arrived in a black Chevy Tahoe with very dark tinted windows. He came to her door alone and then spoke to her in the driveway of my home. Two neighbors came out to speak with Plaintiff while Dove was there, asking if she needed help with her children. Both Plaintiff's 14-year-old son, a personal friend of her son's (also age 14) and her 4-year-old daughter were in the home at the time. Agent Dove showed Plaintiff a single page document that appeared to be a screen shot. He highlighted two items, a file name and a serial number. The name of the file was "Cobra..." (Plaintiff was not sure about the second part of the screen shot but thought it was subsidy). The serial number was an Alpha and numerical number. Dove told Plaintiff that DEW was contending she had downloaded this file on December 18, 2013. Plaintiff became visibly upset, crying. Plaintiff explained to Agent Dove that she did not download any files on December 18th and that she had no idea what he was talking about. Plaintiff knew at that time her personal thumb drive had not been at work with her on December 18th; it had been at her home, secured in her closet, away from her children.

Plaintiff explained to Agent Dove that Ms. Stanton had a personal vendetta against

her and was out to destroy her. Plaintiff explained that any work USB's were in her office at work and that Ms. Stanton had removed two USB sticks from her office December 12, 2013. Agent Dove stated that they checked those two USB sticks and these were not the sticks he was interested in. Plaintiff again explained she had no idea what he was talking about and told him again that she had not downloaded any files/documents on December 18th. Agent Dove said if Plaintiff did not give SLED the USB stick, that he had a search warrant for her home. Plaintiff explained to Dove that she couldn't give him something she didn't have and told him he could search her house.

Agent Dove then motioned to the vehicle and three (3) additional SLED agents got out of the Chevy Tahoe. Again, this was in front of Plaintiff's neighbors. At that time, Plaintiff began to cry profusely. She remained outside while one agent searched her car and her belongings, including her son's friend's backpack. When Plaintiff went into her home, Agent Dove and the two other agents were in her home office. They were going through the desk and connecting items to a SLED laptop and looking at them. At that time, Agent Dove found a paper file with the documents Plaintiff had been collecting to document Cheryl Stanton's wrongful actions against her during the last few months. Plaintiff then explained to Agent Dove what the file was and how Ms. Stanton had been trying to get rid of her since August 2013. Dove briefly flipped through the file.

It was Christmas time and Plaintiff had been wrapping presents. Agent Dove stated they would not open any of the presents already wrapped. Plaintiff continued to wrap presents while they searched further. The agents next went to her bedroom and began searching through her drawers to include her personal undergarment drawers. At that time, Plaintiff became extremely frustrated and contacted Ted Pitts, Chief of Staff for the Governor's Office.

Plaintiff left Pitts a voicemail telling him that four (4) SLED agents were in her home with a search warrant looking for something that didn't exist. Plaintiff knew that she had not downloaded anything on December 18th as Dove was alleging. Shortly after that voicemail, Agent Dove received a phone call and when he hung up he instructed the other agents that they were done. They only searched the office and part of Plaintiff's bedroom. Plaintiff has a 4 bedroom home with a bonus room, attic, two car garage, and laundry room, which consists of about 2800 square feet. Agent Dove informed Plaintiff that they would like her to come in to SLED to make a statement and she could bring an attorney. Dove gave Plaintiff his business card and said he would call her after the holidays. All the agents apologized to Plaintiff as they left.

On December 27, 2013, Agent Dove called Plaintiff and left a voicemail asking her to return his call. Plaintiff called and Dove asked her to schedule a time to come in and make a statement. Plaintiff asked him about the reporting structure of SLED because she had found out that everything she said to Agent Dove on December 20, 2013 had gotten back to Cheryl Stanton and was being repeated by Stanton. Plaintiff asked Dove if she was under criminal investigation and he stated no. Plaintiff asked Dove if she was being charged with a crime and he said no. Plaintiff asked Dove if she was required to make a statement and he said no. Plaintiff told Dove that because Cheryl Stanton was out to destroy her so that she

couldn't even get a job at Wal-Mart, and because everything she told Dove was being repeated by Stanton, she would not come in to make a statement. Plaintiff was crying during the conversation and apologized, ending the call.

On Monday, January 6, 2014, Plaintiff's attorney and Plaintiff met with Agent Dove, another SLED agent and Swati Patel, General Counsel for the Governor's Office. Plaintiff's attorney presented her sworn affidavit. Agent Dove and Ms. Patel wanted some of the information removed from the affidavit, specifically Ms. Stanton's treatment of Plaintiff. Agent Dove demanded Plaintiff take a polygraph and called Plaintiff a liar. Plaintiff subsequently agreed to a polygraph to clear her name.

On Friday, January 10, 2014, Plaintiff was given a polygraph. Plaintiff was asked very ambiguous questions that had no relevance to the issue at hand. The experience was very traumatic and Plaintiff was very emotional, crying during most of the session. The test came back inconclusive. SLED felt Plaintiff was too emotionally distraught during the test and that contributed to the rare result of inconclusive.

On Monday, January 13, 2014, Plaintiff took a second polygraph. During this polygraph, Plaintiff asked significantly more questions about the process as the questions she was being asked were so ambiguous. Plaintiff also asked to see the documents she was accused of downloading to help her better understand the questions. SLED personnel compared her to a murderer and told her that in murder investigations they do not show evidence to the suspect. SLED personnel also asked Plaintiff if she had files that would embarrass the Agency or the Governor. Plaintiff added additional information to her original statement and another SLED agent came in and took her information. Plaintiff was told the polygraph came back inconclusive again. This time Plaintiff was told the result was inconclusive because Plaintiff asked too many questions.

Plaintiff has not heard from or spoken to SLED since.

SIGNATURE BLOCK ON NEXT PAGE

FOSTER LAW FIRM, L.L.C.

Nancy Bloodgood

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lsanders@fosterfoster.com
Attorneys for Plaintiff

Charleston, South Carolina

Date: 5-30-14

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 30 day of May 20 14

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs, Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05- 271 **PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF REQUESTS TO PRODUCE**

TO: EUGENE H. MATTHEWS, ESQUIRE, ATTORNEY FOR BOTH DEFENDANTS:

The Plaintiff through her undersigned counsel responds to Defendant's First Set of Requests to Produce as follows:

1. All documents that Plaintiff and/or her attorney(s) have obtained or received from any person with knowledge of any of the facts related to any of Plaintiff's claims, or the defenses of the Defendants, in this case.

RESPONSE: See all attached documents.

2. All documents, including notes, calendars, diaries, recordings, or other records in Plaintiff's possession or the possession of her attorney(s) that document her employment history.

RESPONSE: See Plaintiff's resume and some of her personnel records are attached and bate stamped Plaintiff 01 - 03; 049 - 058; 084 - 086; 113; 118; 122; and 127- 134.

3. All documents, including notes, calendars, diaries, recordings, or other records in Plaintiff's possession or the possession of her attorney(s) that document the facts which are the basis of any of Plaintiff's claims in this lawsuit.

RESPONSE: See all attached documents.

EXHIBIT B

4. Copies of Plaintiff's federal and state income tax returns for 2012, 2013, and every year up to time for trial in this case, including all supporting documents and W-2 forms, any and all other documentation upon which Plaintiff relies in claiming damages.

RESPONSE: Plaintiff objects to this Request as Defendant has provided no compelling reason requiring the production of confidential tax returns. *See, Hastings v. OneWest Bank*, 2013 U.S. Dist. LEXIS 52331 (D. Md.); *Donin v. McAloon*, 2011 U.S. Dist. LEXIS 53879 (W.D.N.C.); *Terwilliger v. York Int'l Corp.*, 176 F.R.D. 214, 217-219 (W.D. Va. 1997); *Gattegno v. PricewaterhouseCoopers*, LLP, 205 F.R.D. 70, 73 (D.Conn. 2001); *Lemanik v. McKinley Allsopp, Inc.*, 125 F.R.D. 602, 609 (S.D.N.Y. 1989); *United States v. Bonanno Organized Crime Family*, 119 F.R.D. 625, 627 (E.D.N.Y. 1988); *Payne v. Howard*, 75 F.R.D. 465, 469 (D.D.C. 1977). Plaintiff further objects to this Request on the basis it requests documents and/or information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files which accurately reflect all of Plaintiff's wages for 2012 and 2013. Notwithstanding these objections, Plaintiff's only income while employed by DEW in 2012 and 2013 was her salary and her husband's salary, and as Plaintiff has not been employed since her wrongful termination, there is no relevant information in her tax returns. As is already known to Defendants, Plaintiff's husband is also a state employee and his wages are already known to Defendants. Plaintiff has had no income since her wrongful termination so the information already in Defendant's possession is complete and accurate and there is no reason for Plaintiff to produce her confidential tax returns to Defendants.

5. Each and every document identified by Plaintiff in her responses to Defendants' First Set of Interrogatories to Plaintiff.

RESPONSE: See all attached documents.

6. Each and every document used by Plaintiff to formulate her responses to Defendants' First Set of Interrogatories to Plaintiff.

RESPONSE: See all attached documents.

7. All documents related to Plaintiff's alleged damages claimed in this case.

RESPONSE: See attached medical records, bate stamped Plaintiff 04 – 046. Documents indicating Plaintiff's wage history are already in Defendants' possession.

8. All tape recordings or other recordings made by Plaintiff, on behalf of Plaintiff, or in the possession of Plaintiff or her attorney(s), that relate in any manner to the allegations made by Plaintiff in this lawsuit.

RESPONSE: None.

9. All flash drives, USB sticks, CD-ROMs, external hard drives, or any other removable media device on which Plaintiff downloaded, accessed, or stored personal identification information (P11) of any SCDEW employee other than Plaintiff.

RESPONSE: None.

10. For each and every witness retained or specially employed by Plaintiff to provide expert testimony in this case or whose duties regularly involve giving expert testimony, provide:

A. A written report prepared and signed by the witness, which contains:

1) A statement of all opinions to be expressed and the bases and reasons for those opinions;
2) The data or other information considered by and/or relied upon by the witness in forming his or her opinion;
3) Any exhibits to be used as summaries of or support for the opinions; and
4) Citations of any treatise, text, or other authority upon which the witness relied.

B. The most recent curriculum vitae or a detailed summary of the qualifications of the witness, including, but not limited to, a list of publications authored by the witness within the past ten years.

RESPONSE: None. Plaintiff reserves the right to supplement this Response.

11. All health care records, whether related to Plaintiff's physical or mental health and/or drug or alcohol use, including, but not limited to, office records from treatment rendered to Plaintiff on an outpatient basis, and/or hospital records from treatment rendered to Plaintiff at

any facility, including emergency room records, histories and physicals, discharge summaries, consults, physician's orders, physician's notes, nurse's notes and medication, any and all x-rays, triage records, surgical records, prescriptions, rehabilitation records, financial records, bills, invoices, writings, notes or memoranda of each health care provider, including but not limited to those of doctors, nurses, psychologists, social workers, practitioners, podiatrists, emergency rooms, hospitals, clinics, drug stores, institutions or other health care providers or third party private or governmental health or accident insurers who examined, treated, or provided related care and/or services to Plaintiff since January 1, 2004 and/or in connection with the injuries alleged in the Complaint.

RESPONSE: Plaintiff objects to this Request as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection, as the result of the emotional trauma and humiliation Defendants have caused Plaintiff through their actions after January 2011, Plaintiff has sought medical attention from Dr. John H. Moore. Plaintiff's medical records from Dr. Moore from January 2011 forward, are attached and bate stamped Plaintiff 04 - 043. Pharmacy records are attached and bate stamped Plaintiff 044 - 046.

12. Each and every invoice, statement, document, bill for medicine, treatment, rehabilitation, hospitalization and for any other expenditures and monetary damage amounts for which Plaintiff or her witnesses contend are reasonably related to her physical, emotional or health condition, and/or any documents regarding or touching upon liability and damage issues which are the subject of Plaintiff's claims in this lawsuit.

RESPONSE: Records from Walgreens attached and bate stamped Plaintiff 044 - 046.

13. All reports, written memoranda and any other documents of any physician or health care provider who has reviewed the medical records of Plaintiff regardless of whether or not such person will be used as a witness on behalf of Plaintiff.

RESPONSE: See Response to Request to Produce No. 11 herein.

14. Each and every document Plaintiff intends to introduce at trial that has not been produced in response to one or more of the above requests.

RESPONSE: Plaintiff objects to this Request as Plaintiff has not yet made a determination as to which documents will be introduced at trial. Moreover, Plaintiff objects to this Request to the extent it seeks the production of attorney-client work product and privileged information, including strategies, thoughts and impressions. Subject to and without waiving these objections, Plaintiff reserves the right to use as evidence at trial any admissible evidence produced by any party to this litigation and to use any and all documents produced in discovery and depositions. Plaintiff reserves the right to supplement this Response as discovery proceeds.

15. Each and every document Plaintiff or her attorney(s) have submitted to, obtained from, received from, or sent to any federal, state or local governmental entity, official, agency, or committee that in any manner relates to any of Plaintiff's claims in this lawsuit.

RESPONSE: Plaintiff objects to this Request as the only responsive documents, unemployment records and Plaintiff's DEW personnel file are already in the possession of Defendant DEW.

16. All documents related to any civil or criminal proceeding or lawsuit in which Plaintiff was involved as a party or witness.

RESPONSE: Plaintiff objects to this Request on the grounds that the documents requested are personal and confidential and are not reasonably calculated to lead to admissible evidence. Notwithstanding this objection, other than dated family court records which are irrelevant to this Complaint, none.

17. All personal telephone and text records of Plaintiff from December 18, 2013 until present.

RESPONSE: Plaintiff objects to this Request on the grounds that the documents requested are personal and confidential and are not reasonably calculated to lead to admissible evidence. Plaintiff further objects to this Request as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request as DEW's telephone records for Plaintiff are already in Defendant's possession. Notwithstanding these objections, none.

18. All "templates and work product" referenced in Paragraph 93 of Plaintiff's Complaint that remain in Plaintiff's possession.

RESPONSE: Attached and bate stamped Plaintiff 341-857.

19. Any and all documents memorializing or relating to communications between Plaintiff and any employee of SCDEW since December 15, 2013.

RESPONSE: None.

20. Any and all employment applications submitted by Plaintiff since January 1, 2013.

RESPONSE: Notwithstanding Plaintiff's stated objections to this request in her Answers to Interrogatories, see attached documents bate stamped Plaintiff 137- 340.

FOSTER LAW FIRM, L.L.C.

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Attorneys for Plaintiff

Charleston, South Carolina

Date: 5-30-14

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 30 day of May, 20 14.

Amanda Kramer

RECEIVED
MAY - 6 2014

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	Case No.: 2014-CP-05- 271 **PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF REQUEST FOR ADMISSIONS**

TO: EUGENE H. MATTHEWS, ESQUIRE, ATTORNEY FOR BOTH DEFENDANTS:

As a preliminary matter, both parties have served the same requests to admit on Plaintiff. And their 28 Requests to Admit exceed the number of Requests permitted by S.C.R.C.P. Rule 36 (c). Not considering the four (4) Requests to admit the genuineness of documents, which do not count towards the limit of 20, Defendant's total Requests number 24. Plaintiff will, therefore, answer Defendants' first 20 Requests and the four (4) Requests to admit the genuineness of documents. In the event, Defendants' obtain leave of court to serve more Requests, Plaintiff will answer those additional Requests. The Plaintiff through her undersigned counsel responds to Defendant's first 24 First Set of Requests for Admissions as follows:

1. Admit that Exhibit 1 is a true and accurate copy of the SCDEW Mobile Device Security Policy in effect on November 20, 2013.

RESPONSE: Admit.

2. Admit that Plaintiff had reviewed and had agreed to comply with the SCDEW Mobile Device Security Policy (attached as Exhibit 1) before November 20, 2013.

RESPONSE: Admit.

EXHIBIT C

169

3. Admit that Plaintiff helped to develop the SCDEW Mobile Device Security Policy (attached as Exhibit 1).

RESPONSE: Plaintiff admits only so much of this Request as alleges that in her capacity of HR Director, Plaintiff was a member on a collective team of employees who reviewed policies developed by the IT Department. The HR Department's primary responsibility was to ensure policies contained the requisite disclaimers, used precatory rather than mandatory language, and complied with other DEW policies. Chris Faust was delegated the task of reviewing policies by Plaintiff when her workload dictated. The remainder of this Request is denied.

4. Admit that Plaintiff violated the SCDEW Mobile Device Security Policy (attached as Exhibit 1).

RESPONSE: Deny.

5. Admit that violating the SCDEW Mobile Device Security Policy (attached as Exhibit 1) can be proper grounds for termination of employment with SCDEW.

RESPONSE: Plaintiff cannot answer this Request as it calls for speculation and an interpretation of a policy without providing any underlying facts. Plaintiff denies any inference that her termination was justified in any manner by this policy.

6. Admit that Exhibit 2 is a true and accurate copy of the SCDEW Acceptable Use Technology Access Rights and Obligations Policy in effect on November 20, 2013.

RESPONSE: Admit.

7. Admit that Plaintiff had reviewed and had agreed to comply with the SCDEW Acceptable Use Technology Access Rights and Obligations Policy (attached as Exhibit 2) before November 20, 2013.

RESPONSE: Admit.

8. Admit that Plaintiff helped to develop the SCDEW Acceptable Use Technology Access Rights and Obligations Policy (attached as Exhibit 2).

RESPONSE: Plaintiff admits only so much of this Request as alleges that in her capacity of HR Director, Plaintiff was a member on a collective team of employees who reviewed

policies developed by the IT Department. The HR Department's primary responsibility was to ensure policies contained the requisite disclaimers, used precatory rather than mandatory language, and complied with other DEW policies. Chris Faust was delegated the task of reviewing policies by Plaintiff when her workload dictated. The remainder of this Request is denied.

9. Admit that Plaintiff violated the SCDEW Acceptable Use Technology Access Rights and Obligations Policy (attached as Exhibit 2).

RESPONSE: Deny.

10. Admit that violating the SCDEW Acceptable Use Technology Access Rights and Obligations Policy (attached as Exhibit 2) can be proper grounds for termination of employment with SCDEW.

RESPONSE: Plaintiff cannot answer this Request as it calls for speculation and an interpretation of a policy without providing any underlying facts. Plaintiff denies any inference that her termination was justified in any manner by this policy.

11. Admit that Exhibit 3 is a true and accurate copy of the SCDEW Personal Identification Information (PII) Handling and Confidentiality Policy in effect on November 20, 2013.

RESPONSE: Admit.

12. Admit that Plaintiff had reviewed and had agreed to comply with the SCDEW Personal Identification Information (PII) Handling and Confidentiality Policy (attached as Exhibit 3) before November 20, 2013.

RESPONSE: Admit.

13. Admit that Plaintiff helped to develop the SCDEW Personal Identification Information (PII) Handling and Confidentiality Policy (attached as Exhibit 3).

RESPONSE: Plaintiff admits only so much of this Request as alleges that in her capacity of HR Director, Plaintiff was a member on a collective team of employees who reviewed policies developed by the IT Department. The HR Department's primary responsibility was to ensure policies contained the requisite disclaimers, used precatory rather than

mandatory language, and complied with other DEW policies. Chris Faust was delegated the task of reviewing policies by Plaintiff when her workload dictated. The remainder of this Request is denied.

14. Admit that Plaintiff violated the SCDEW Personal Identification Information (PII) Handling and Confidentiality Policy (attached as Exhibit 3).

RESPONSE: Deny.

15. Admit that violating the SCDEW Personal Identification Information (PII) Handling and Confidentiality Policy (attached as Exhibit 3) can be proper grounds for termination of employment with SCDEW.

RESPONSE: Plaintiff cannot answer this Request as it calls for speculation and an interpretation of a policy without providing any underlying facts. Plaintiff denies any inference that her termination was justified in any manner by this policy.

16. Admit that Exhibit 4 is a true and accurate copy of the U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012 (attached as Exhibit 4).

RESPONSE: Admit.

17. Admit that Plaintiff had reviewed and understood the U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012 (attached as Exhibit 4) before November 20, 2013.

RESPONSE: Deny.

18. Admit that violating the U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012 (attached as Exhibit 4) can be proper grounds for termination of employment with SCDEW.

RESPONSE: Deny.

19. Admit that Plaintiff violated the U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012 (attached as Exhibit 4).

RESPONSE: Deny.

20. Admit that violating the U.S. Department of Labor's Training and Employment Guidance Letter of June 28, 2012 (attached as Exhibit 4) can be proper grounds for termination of employment with SCDEW.

RESPONSE: Deny.

21. Admit that Plaintiff downloaded or copied files containing the PII of SCDEW employees other than herself onto a USB drive (or "stick") on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

22. Admit that the USB drive (or "stick") referenced in Request #21 was not encrypted.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

23. Admit that the USB drive (or "stick") referenced in Request #21 was in Plaintiff's possession when she left SCDEW premises on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

24. Admit that Plaintiff downloaded or copied the PIT of SCDEW employees other than herself devices other than the USB drive (or "stick") referenced in Request #21.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

FOSTER LAW FIRM, L.L.C.

Nancy Bloodgood

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lsanders@fosterfoster.com

Attorneys for Plaintiff

Charleston, South Carolina

Date: 5-2-14

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 2 day of May, 2014.

Lucinda Kamm

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by the Supreme Court of South Carolina

Licensed in South Carolina and North Carolina

June 11, 2014

Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

RE: *Kerry Paul v. Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce*
C/A No.: 2014-CP-40-00271
Our File No.: 181-728

Dear Nancy:

Following our discussion following yesterday's hearing before Judge Benjamin, it is my understanding that you prefer to wait until further discovery is completed before we discuss submission of a Scheduling Order to Judge Manning. I agree, especially since Judge Manning does not favor such orders, and you may at some point amend your pleadings to add SLED as a party, which would prompt additional changes to any proposed Scheduling Order.

Regarding depositions, I understand that you will let me know the approximate time requirements for each of persons you wish to depose. Once I have these from you, I will propose a deposition schedule for the August 11-21, 2014 timeframe.

--x--

The primary purpose of this letter is to set forth our position on our disagreements concerning your client's responses to our discovery requests. As you know, we agreed to extend the deadline for pending discovery responses to be served on June 2, 2014. I have now received your client's responses to Defendants' *First Set of Interrogatories to Plaintiff, First Request for Production of Documents to Plaintiff,* and *First Request for Admissions to Plaintiff.*

As you might imagine, I believe that your client has failed to respond adequately to our discovery requests, as detailed below. Regarding most – but not all – of your client's responses, this letter is our attempt to resolve these issues prior to filing a Motion to Compel Pursuant to Rule 11, SCRCP, and Rule 37, SCRCP. Please let me know, at your earliest, whether your client intends to respond according to the terms of this letter.

EXHIBIT D

In addition, in answer to four (4) of our interrogatories (Nos. 26, 28, 31, and 32), your client has stated that she refuses to respond to them without a court order. In this instance, we take Plaintiff at her word. Naturally, we believe that the information we requested in these interrogatories is relevant and discoverable, and well within the scope of Rule 26, SCRCP.

Because Plaintiff has unequivocally stated that she will not respond to these interrogatories absent a court order, we believe further consultation on these specific interrogatories (Nos. 26, 28, 31, and 32) will serve no useful purpose. For that reason, we are filing a Motion to Compel immediately regarding these interrogatories.

Naturally, if the motion is not heard in the near future, and we are unable to resolve our other discovery disputes (as detailed below) prior to the motion being heard, we can request that the Court assist us on these other discovery disputes as well. I think we should work hard to resolve these issues significantly in advance of our August 2014 deposition plans.

Interrogatories

#5 – We do not know what Plaintiff believes her wage damages are or how she calculates them. Please direct Plaintiff to provide a responsive answer.

#10 – Plaintiff failed to identify with specificity "any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PII of any SCDEW employee other than herself." Plaintiff did not answer the interrogatory, but only referenced a thumb drive in her possession at the time of her suspension. Please direct Plaintiff to provide a responsive answer.

#12 – Regarding Director Stanton's alleged defamatory statements that were "heard by all of the employees who attended multiple meetings Defendant Stanton called in December of 2013 and January of 2014," Plaintiff stated that the "names of these employees are already known to Defendants." In fact, we do not know to whom Plaintiff is referring, or the "multiple meetings" to which Plaintiff is referring. Please direct Plaintiff to provide a responsive answer.

#24 & 25 – Your client has failed to respond to these interrogatories adequately. Specifically, Plaintiff has failed to identify the alleged "false and defamatory" statements as requested, especially including the alleged content of the statements. Please direct Plaintiff to provide responsive answers.

#26 – As referenced above, this is one of the four interrogatories about which we are filing a Motion to Compel.

#27 – Plaintiff's answer to this interrogatory refers us to her answer to Interrogatory No. 12. For the reasons listed above, we believe it is deficient. Please direct Plaintiff to provide a responsive answer.

#28 – As referenced above, this is one of the four interrogatories about which we are filing a Motion to Compel.

#29 & #30 – Plaintiff stated that the names of the employees are "already known to Defendants." We do not know to whom Plaintiff is referring, or the "meetings" to which Plaintiff is referring. Please direct Plaintiff to provide a responsive answer.

#31 & #32 – As referenced above, these two of the four interrogatories about which we are filing a Motion to Compel.

#36 – This interrogatory reasonably requests that Plaintiff identify the evidence supporting her claim as alleged under S.C. Code Ann. § 1-11-490. Unless Plaintiff intends to abandon this claim, we believe she must respond to this interrogatory. Please direct Plaintiff to provide a responsive answer.

#41 – Because Plaintiff has placed her emotional status at issue, the Family Court matters that she states are "irrelevant" are in fact quite relevant, because Plaintiff has made them so. Please direct Plaintiff to provide a responsive answer.

#43 and #44 – Plaintiff curiously admits having contacted employees of Defendant SCDEW, but refuses to respond to these interrogatories, and insists that the Defendants to take her word that she "has not discussed this litigation" with them. We believe that these are obviously not responsive answers. Please direct Plaintiff to provide responsive answers.

#45 – Plaintiff indicates that "Exhibit A" was not attached to the First Set of Interrogatories to the Plaintiff. Our files include Exhibit "A," but to give Plaintiff the benefit of the doubt, please find "Exhibit A" attached and direct Plaintiff to provide responsive answers accordingly.

#46 – While Plaintiff claims that this Interrogatory is vague, we believe that it is plainly stated and can just as easily be answered. The interrogatory is also plainly relevant, as it relates directly to the matters which Plaintiff has brought this lawsuit. We understand that Plaintiff is not obliged to provide us with privileged information, and we do not seek such information. Please direct Plaintiff to provide a responsive answer.

#47 – Plaintiff has curiously refused to answer this Interrogatory fully, but stated that she would supplement her response if "Defendants agree not to interfere with Plaintiff's attempts to find new employment by agreeing not to contact employers with whom Plaintiff's employment applications are still pending." While SCDEW and/or Director Stanton would not respond to

any questions concerning Plaintiff untruthfully, neither would SCDEW and/or Director Stanton seek out opportunities to discuss Plaintiff's employment applications with prospective employers. Please direct Plaintiff to provide a responsive answer.

Request for Production of Documents

#4 – While Plaintiff may state that she has had no other income prior to, or following, her termination from employment, the Defendants are entitled to discovery on this matter, and access to the limited number of tax returns requested are reasonable. Further, none of the cases cited by Plaintiff in her response reference any authority from a state court in South Carolina (or even a federal court in South Carolina). Please direct Plaintiff to respond to this request appropriately.

#11 to #13 – Because Plaintiff is claiming damages related to her emotional and mental state, Plaintiff has inappropriately limited the temporal scope of these requests. Please direct Plaintiff to respond to these requests appropriately.

#16 – For the reasons stated regarding Interrogatory No. 41, please direct Plaintiff to respond to this request appropriately.

Request for Admissions

Plaintiff's responses to Requests to Admit Nos. 21 through 24 are based on her statement that she "does not recall downloading any information onto a USB drive on November 20, 2013." These responses appear directly at odds with her other representations. Please direct your client to respond to these requests appropriately.

--x--

Naturally, I hope we can work out solutions on these issues whenever possible. However, I acknowledge that Plaintiff has refused to answer four (4) interrogatories without a court order, and have asked the Court to assist us regarding those interrogatories.

If we cannot work out a solution on the other requests, I suggest that we simply bring them to the Court's attention when we also have a hearing on the Motion to Compel regarding those discovery requests for which your client is requiring us to seek a court order. I believe that would give us the best chance to resolve these discovery disputes prior to the deposition schedule we are working out for August 2014.

If you would like to discuss these matters, please do so at your convenience.

With kind personal regards, I am

Sincerely,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews

EHM/jlm
Enclosure as Stated

CallRecords_ (2).xlsx

Date	ConnectTime	FromNumber	ToNumber	DurationMin
20131119	9:07:00	REDACTED		1.2
20131119	9:07:00			1.2
20131119	11:37:00			0
20131119	13:37:00			0.3
20131119	13:37:00			0.3
20131120	9:31:00			0
20131120	11:35:00			10.4
20131120	12:36:00			0.8
20131120	12:40:00			0.1
20131120	13:09:00			0.6
20131120	13:09:00			0.6
20131121	8:43:00			0
20131121	8:43:00			0
20131121	11:53:00			0.5
20131121	12:09:00			0.3
20131121	12:09:00			0.3
20131121	13:51:00			5
20131121	14:30:00			1.1
20131121	15:45:00			0.8
20131121	15:50:00			0.5

EXHIBIT A

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05- 271 **PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO COMPEL**

RICHLAND COUNTY
FILED
2014 JUL 22 AM 10: 02
JEANNETTE W. McBRIDE
C.C.P. & G.S.

INTRODUCTION

Plaintiff responded to Defendants' First Set of Interrogatories, First Request for Production of Documents, and First Request for Admissions on May 30, 2014. (See Attachment A to Defendants' Motion to Compel.) In response, Defendants filed a Motion to Compel on June 11, 2014. Defendants' Motion asks this Court to compel Plaintiff to respond fully to Interrogatories 26, 28, 31, and 32 and any other requests set forth in Exhibit D to their Motion if these requests have not been answered to Defendants' satisfaction by the time this Motion is heard.

Defendants' Exhibit D is a letter sent to Plaintiff's Counsel on the same day Defendants filed their Motion to Compel. In the letter, Defendants outline their concerns with twenty-eight (28) of Plaintiff's responses (Interrogatories 5, 10, 12, 24, 25, 26, 27, 28, 29, 30, 31, 32, 36, 41, 43, 44, 45, 46, and 47; Requests to Produce 4, 11, 12, 13, and 16; and Requests to Admit 21, 22, 23, and 24). Plaintiff's Counsel received Defendants' letter on June 13, 2014 and responded a week later on June 20, 2014. Plaintiff's 12 page response letter attempted to clarify and supplement many of her responses. (See Plaintiff's letter, attached hereto as Exhibit A.)

In preparation for this hearing, Plaintiff has attempted to seek clarification from Defendants' Counsel regarding which responses he still considers to be deficient or inadequate. Plaintiff has not yet received a response from Defendants' Counsel. In the interest of time and with the intent of complying with the Court's request for a Memorandum, Plaintiff submits this Memorandum addressing the discovery responses which, upon information and belief, Defendants may still believe to be deficient.

LEGAL ARGUMENT AND AUTHORITY

A. Interrogatory Nos. 26, 28, 31, and 32

Defendants seek to compel Plaintiff to answer Interrogatories 26, 28, 31, and 32. These interrogatories all request similar information. Specifically, these Interrogatories request that Plaintiff identify the names of Defendants' employees who heard the defamatory statements made by Defendant Stanton and/or who told Plaintiff about these defamatory statements. Plaintiff's primary objection is that this information is already in the possession of Defendant. Because of the number of employees involved, it is impracticable and unnecessary for Plaintiff to list all employees when Defendants are already in possession of this information. Further, Plaintiff has attempted to further clarify this response by giving Defendant additional details regarding the meetings and correspondence through which these statements were made.

Plaintiff's second objection is that the disclosure of these names (especially the names of the employees who alerted Plaintiff that Defendants were making defamatory statements about her) would subject these employees to retaliation by Defendants. Further, this information (who told Plaintiff about the statements) is irrelevant to the claims and defenses in these actions. The issue is whether the statements were made, not who told Plaintiff that the statements were made. Thus, Plaintiff will only disclose these names if the Court orders her to do so. If the Court finds

that such information should be revealed, Plaintiff respectfully requests that the Court include protective language in its Order, such as a "no-retaliation" clause.

B. Interrogatory No. 41 and Request to Produce No. 16

Interrogatory No. 41 and Request to Produce No. 16 relate to prior legal actions of Plaintiff. Plaintiff supplemented her responses to these requests in her June 20th correspondence to Defendants. Plaintiff does not know whether Defendants still consider her responses to be deficient. Plaintiff has provided information about the only other litigation she has ever been involved in, her divorce from her former husband 7 years ago. Plaintiff believes the actual divorce documents are irrelevant to this action, especially in light of the fact that the divorce took place 7 years ago.

C. Request to Produce No. 4

Request to Produce No. 4 seeks disclosure of Plaintiff's tax returns. No South Carolina court has addressed the appropriate test to determine a discovery dispute over the production of income tax returns. However, several cases within the Fourth Circuit provide guidance on this issue. Generally, the disclosure of tax returns is disfavored. *Interstate Narrow Fabrics, Inc. v. Century USA, Inc.*, No. 1:02CV00146, 2004 U.S. Dist. LEXIS 3839, at *1 (M.D.N.C. 2004) (Exhibit B). Courts within the Fourth Circuit rely on a two part test to determine if tax returns are discoverable. *Id.* at *2. The tax returns will be discoverable if they are: (1) "relevant to the matter in dispute"; and (2) "the information is not available from other sources." *Id.* (citing *Terwilliger v. York Int'l Corp.*, 176 F.R.D. 214, 216-17 (W.D. Va. 1997)). Most importantly, the party seeking the tax returns has the burden to show to relevance. *Id.* If the party seeking disclosure carries that burden, the burden then shifts to the opposing party to show that the information is available from an alternate source. *Id.*

The case of *Terwillinger v. York International Corporation* is particularly instructive. (Exhibit B.) In *Terwillinger*, the Defendant Corporation sought the individual tax returns of the plaintiff since it was "relevant to his claim for damages." 176 F.R.D. at 216. The plaintiff successfully argued that the while his *wages* were relevant (as opposed to all other information on the tax returns), the wage information was easily obtained from other sources such as his deposition, responses to interrogatories, and the fact that his "salary history was easily accessible ... through employment records" and, therefore, disclosure of the full tax returns was not relevant or necessary. *Id.* In ruling that the tax returns were not discoverable, the court pointed out that "unnecessary disclosure of tax returns is to be avoided." *Id.*

District Courts in the Fourth Circuit have applied the *Terwillinger* test regarding discovery of tax returns. In *Hastings v. OneWest Bank*, 2013 U.S. Dist. LEXIS 52331 (D. Md. April 11, 2013), a District of Maryland Court held that personal tax returns are not discoverable in a breach of contract case as they are irrelevant. (Exhibit B.) In *Donin v. McAloon*, 2011 U.S. Dist. LEXIS 53879 (W.D.N.C. May 18, 2011), a North Carolina District Court applied the *Terwillinger* test and determined that as back taxes were owed to the IRS by the plaintiff, that fact could be causing emotional distress damages and, therefore, the tax returns were relevant. (Exhibit B.) That case is distinguished on the facts and represents a very limited exception to the general rule that the unnecessary disclosure of tax returns is to be avoided.

In the present case, Defendants have failed to carry their burden to prove that the information sought in the tax returns is relevant. Plaintiff has already responded in written responses to discovery that she has not had employment since her wrongful termination and all of Plaintiff's earnings prior to her termination are already known to Defendants who were her employer.

D. Request to Produce No. 11

Request No. 11 seeks all of Plaintiff's medical records from the past ten and one half years. Plaintiff objects that this request is overly broad. Plaintiff has already produced any documents she "contends are reasonably related to her physical, emotional, or health condition, and/or any documents regarding or touching upon liability and damages issues which are the subject of Plaintiff's claims in this lawsuit." (See Plaintiff's Response to Defendants' Request to Produce No. 12 on page 10 of Exhibit A.) Because Plaintiff has already responded fully to Request No. 12, Defendants are already in possession of all relevant medical records. Defendants have not offered any explanation as to why additional medical records from the past ten and one half years are relevant. Plaintiff respectfully requests that the Court deny Defendants' Motion because Plaintiff has already produced relevant records or, in the alternative, limit Defendant's request to a reasonable amount of time, such as three (3) years prior to the filing of this lawsuit. *See, e.g., Kinser v. United Methodist Agency for the Retarded*, 2014 U.S. Dist. LEXIS 5028 (W.D.N.C. Jan. 14, 2014) (limiting a request for medical records from ten years to three years in an employment case) (Exhibit B).

CONCLUSION

For the reasons outlined herein, Plaintiff respectfully requests that this Court deny Defendants' Motion to Compel.

SIGNATURE BLOCK ON FOLLOWING PAGE

FOSTER LAW FIRM, L.L.C.

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Attorneys for Plaintiff

Charleston, South Carolina

Date: July 17, 2014

Exhibit A

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

June 20, 2014

Eugene H. Matthews, Esquire
Richardson Plowden
1900 Barnwell Street
Columbia, SC 29201

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-05-0271
Our File No.: 11463

Dear Gene,

Thank you for your letter objecting to my discovery responses which I received Friday, June 13th. Please accept this letter as supplemental information and clarification.

Interrogatory Objections

1. Interrogatory No. 5: Please list all damages claimed by Plaintiff in this matter by type, amount, and the cause of action to which the damages are related. Please provide a detailed and itemized calculation of the total.

RESPONSE: Plaintiff's damages include back pay wages, lost future wages, reputation damages, emotional distress and other tort damages, punitive damages against the individually named Defendant Stanton, and attorney fees and costs. The total amount of damages against the state entity exceeds the cap under the State's Tort Claims Act.

You objected to me not calculating the wage damages. As your client DEW was the entity that paid Ms. Paul her wages, I am surprised that its payroll department does not know what amount of wages she was paid. Nevertheless, based on Ms. Paul's paycheck stubs, I calculate Ms. Paul's back wage damages as $7,883.56 per month, and as of today, six (6) times that amount as Ms. Paul was terminated six (6) months ago, or $47,301.36. This amount is based on an annual salary of $89,610 and represents $3,733.75 gross bi-monthly wages before taxes; $208.03 lost (7.5%) monthly contribution to her state retirement account. I have not calculated the value of the loss of a $300,000 term life insurance policy and all of Ms. Paul's sick leave, or the value of the loss of a supplemental long term disability policy. Ms. Paul's wage damages will continue to increase each

month she is out of work by an additional $7,883.56 until she obtains new employment at which time her lost wages will be recalculated. We also anticipate that we may hire an expert to calculate Ms. Paul's long term front pay damages in the event she does not obtain employment in the next few months, and we will supplement this Response at that time with that information.

2. Interrogatory No. 10: Please identify with specificity any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PIT of any SCDEW employee other than herself.

RESPONSE: The only USB stick Plaintiff had in her possession at the time of her suspension was a personal thumb drive, not state property, and which thumb drive she personally destroyed when she suspected Defendant Stanton was going to use the PII data issue to defame her, which Defendant Stanton did.

You objected to my client not identifying with specificity any flash drive, etc. that she ever used while employed. The only thumb drive Plaintiff used was the one she was advised to purchase with her own funds by IT Director, Neal Adcox, which is now destroyed. Ms. Paul does not recall ever loading any PII data on to that thumb drive as she has previously testified. Therefore, the answer is None.

3. Interrogatory No. 12: Please identify the dates, times and places of any action taken by Defendant Stanton that supports Plaintiff's allegations that Defendant Stanton acted outside the scope of her authority, duty, or employment.

RESPONSE: Defendant Stanton had a personal dislike for Plaintiff as evidenced through her speech and her actions. Stanton was not authorized to unilaterally change Plaintiff's job description or to harm Plaintiff by disciplining Plaintiff for petty reasons; ordering Plaintiff not to communicate with other employees; requiring Plaintiff be physically isolated from other DEW employees; fabricating a false reason to terminate Plaintiff; and defaming Plaintiff by falsely accusing her of violating the State Ethics Act and accessing and distributing personal employee information (as recently as May 2014) in order to cause Plaintiff the loss of her job and ruin Plaintiff's reputation. Stanton functionally demoted Plaintiff by stripping her of all her direct reports with the exception of training; not permitting her to communicate with the HR employees in person or over the phone, removing her from Executive Staff meetings Plaintiff had regularly attended for years, and prohibiting Plaintiff from appearing at certain locations in public buildings. All of these actions were taken in violation of State personnel policies and were defamatory by innuendo. Stanton is not authorized to violate State policies or defame employees. Further, Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended multiple meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants.

You objected to this Response as you allege Defendant Stanton does not know which employees she required to attend meetings that she scheduled at DEW in December of 2013 and

January of 2014 which my client did not attend as she had been suspended by Stanton before those meetings occurred. Again, notwithstanding the fact that Stanton likely knows which employees she required to attend the meetings she called, and to whom she sent emails, we supplement our Response as follows: Plaintiff understands that the employees present at those meetings were the members of DEW's Leadership Team, HR and training team, Unemployment Insurance employees, IT employees, Public Information Office employees and Office of General Counsel employees. Additionally, all active employees (approximately 950) received the January 15th email.

4. Interrogatory No. 27: Please identify all evidence supporting Plaintiff's allegation that she was defamed by SCDEW.

RESPONSE: See Response to Interrogatory No. 12 above. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Besides the employees who were not Ms. Paul's supervisors who were invited to the meetings mentioned in Interrogatory No. 12 who heard the false allegations made against Ms. Paul, the other evidence that supports Ms. Paul's defamation claim include: 1) the Agency's action of preparing a press release that it knew or should have known was false (especially when DEW previously had a policy of not publicizing employee disciplinary issues); 2) Defendants' use of the terms "data breach" and "breach" to infer Ms. Paul had misused PII data, which is false; 3) Defendants' public statements that Plaintiff violated DEW policies, which is false; and 4) Defendants' continued efforts to infer criminal law violations by Ms. Paul, which Defendants know and have known is false.

5. Interrogatories No. 24 and 25: Please identify all "false and defamatory statements" made by Defendant Stanton as alleged in Paragraph 125 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: Plaintiff objects to this Interrogatory as it is premature and Stanton continues to make false statements about Plaintiff. However, Stanton has defamed Plaintiff repeatedly and often. Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants. Additionally, Defendant sent a letter to all current and former employees of DEW alleging Plaintiff had compromised their data which Defendant knew or should have known was not true, and Defendant sent a false press release to the State paper. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Interrogatory No. 25: Please identify all "false and defamatory" statements made by Defendant Stanton as alleged in Paragraphs 132 and 133 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: See Response to Interrogatory No. 23 above.

You objected that our Responses were not specific enough. Plaintiff supplements her response as follows: It is false and defamatory to accuse an employee of stealing PII data or creating a "data breach" when she did not, and when the employer has no evidence that she did. It is false and defamatory to allege an employee is using public property for her own profit and violating the State Ethics Act when there is no evidence such has occurred. It is false and defamatory to infer an employee has violated various criminal laws when there is no evidence such has occurred. It is false and defamatory to accuse an employee of creating a "data breach" or "breach" when no such thing has occurred and the employer has no evidence to support such an allegation. It is false and defamatory to place an employee on suspension and then to terminate her when she has not violated any policies that would support termination. Stanton and DEW recklessly and repeatedly over the course of many weeks made and caused these false and defamatory statements about Ms. Paul to be made and continue to assert them in order to harm her. Plaintiff's continued inability to find employment is also evidence supporting her defamation claim.

6. Interrogatories No. 29 and No. 30: Please identify by name all "lower level employees" and "senior staff' referenced in Paragraph 137 of Plaintiffs Complaint.

RESPONSE: All of the employees who attended two meetings Defendant Stanton called in December of 2013 and January 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants so whether they are low level employees or senior staff employees is also necessarily known to Defendants. Additionally, the names of the 5,000 current and former employees of DEW are already known to Defendants. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Interrogatory No. 30: Please identify by name all "DEW employees" referenced in Paragraph 138 of Plaintiffs Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended this meeting that Defendant Stanton called so the names of the employees in attendance are already known to Defendants, whereas Plaintiff was not at this meeting.

You objected to our responses as you allege Defendant Stanton does not know which employees she required to attend meetings she called at DEW in December of 2013 and January of 2014 which my client did not attend, and she does not know to whom she sent an email dated January 15, 2014. Again, notwithstanding the fact that Stanton likely knows which employees she required to attend meetings and to whom she sent emails, we supplement this Response as follows: Plaintiff understands that the employees present at those meetings were the members of DEW's Leadership Team, HR and training team, Unemployment Insurance employees, IT

employees, Public Information Office employees and Office of General Counsel employees. Additionally, all active employees (approximately 950) received the January 15th email.

7. Interrogatory No. 36: Please identify all ways in which the SCDEW violated S.C. Code § 1-11-490 as alleged in Paragraph 161 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory to the extent it seeks identification of information that "support" a particular fact or contention, as such information is protected by the attorney-client work-product and attorney-client privilege and also protected by Rule 33 (d).

Notwithstanding this objection, Defendants violated this section of the law by sending notification of a breach of the security system when there was no reasonable belief that any PII data had been acquired by an unauthorized person, as Ms. Paul was absolutely authorized to access PII data because it was part of her job to do so, and there was no reason to believe Ms. Paul was likely to illegally use PII data. Therefore, Defendants violated section (A).

Further, there was no breach of the security of the data, which fact was known to DEW, so Defendants violated section (B). Defendants also violated section (D)(2) by alleging a breach of the security of the system had occurred, which they knew was false. Defendants further ignored the definition of "good faith acquisition" in this subsection. Further, per section (G), Plaintiff is a resident of this state injured by Defendants' violation of this statute and, therefore, has standing to allege a violation of this statute.

8. Interrogatory No. 41: Other than this lawsuit, please describe the circumstances surrounding any civil actions or family court matters brought by or against Plaintiff, including the parties, court of jurisdiction, case number, and the disposition of those actions or charges.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks personal information family court information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Notwithstanding this objection, none, other than previous divorce proceedings which are irrelevant.

Plaintiff's divorce was several years ago and she has been happily remarried since October of 2007 for almost seven (7) years. We will not produce this information without a Court Order as it violates her privacy and is irrelevant.

9. Interrogatory No. 43: Please list any number for Plaintiff's home telephone(s), cell phone(s), or other mobile device(s) used at any time since January 1, 2013.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff

does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often. Plaintiff is concerned that Defendants will retaliate against her personal friends if their names are provided to Defendants. Finally, Plaintiff objects to this Interrogatory on the basis of attorney client privilege to the extent it is intended to obtain information regarding Plaintiff's communications with her counsel.

Plaintiff' personal conversations with her personal friends are irrelevant to this law suit. It is an invasion of Plaintiff's privacy to require her to name all of the employees at DEW whom she considers her personal friends. Stanton's past behavior indicates she will retaliate against Plaintiff's friends as shortly after Plaintiff was wrongfully suspended, Defendant Stanton instructed everyone at DEW to have no contact at all with Plaintiff and one of Plaintiff's friends then felt compelled to prohibit Plaintiff from bringing her daughter to a birthday party for that employee's seven (7) year old daughter. Based on Stanton's past actions, Plaintiff will not name her personal friends as this information is irrelevant and likely to lead to retaliation by Stanton against her friends.

10. Interrogatory No. 44: Please list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often and those communications are not relevant to this litigation.

Plaintiff supplements this Response by stating, None, other than communicating with personal friends for personal reasons. Defendants' continued requests for information regarding Plaintiff's personal friends is an invasion of privacy and irrelevant.

11. Interrogatory No. 45: Please identify all persons, by name and telephone number, the persons who Plaintiff called or who called Plaintiff, that are referenced on Exhibit "A."

RESPONSE: Plaintiff cannot respond to this Interrogatory as she does not know what "Exhibit A" is and there is no such exhibit attached to the Interrogatories.

Having reviewed Exhibit A for the first time, Plaintiff responds as follows:

1. Unknown
2. Unknown
3. Unknown
4. Kevin Paul
5. Unknown
6. Kevin Paul
7. Kevin Paul
8. Unknown
9. Unknown
10. Unknown
11. Unknown
12. Unknown
13. Unknown
14. Unknown
15. Unknown
16. Unknown
17. Unknown
18. Kevin Paul
19. Lori Adler
20. Lori Adler

12. Interrogatory No. 46: Please name all attorney(s) who advised Plaintiff since September 1, 2013, concerning any matter related to SCDEW or Defendant Stanton, and the dates that the attorney(s) so named represented Plaintiff.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory as it uses terms that are is vague, ambiguous and undefined. Plaintiff does not know what the terms "advise" and "represent" mean and she requires further clarification or additional details in order to be able to respond to the same.

Plaintiff supplements this response by stating as it is unethical for attorneys to provide legal advice to or represent persons who are not their clients, the only attorney who advised or represented Plaintiff after September 1, 2013 is Nancy Bloodgood who was retained as counsel by Plaintiff on December 31, 2013.

13. Interrogatory No. 47: Please list all employers to whom Plaintiff has submitted an employment application, including date of application and position sought, since January 1, 2013.

RESPONSE: Plaintiff objects to providing Defendants the names of any employers with whom she has applications for employment still pending on the basis that Plaintiff's answer to this Interrogatory may result in Defendant interfering with Plaintiff's ability to obtain new employment. If Defendants agree not to interfere with Plaintiff's attempts to find new employment by agreeing not to contact employers with whom Plaintiff's employment applications are still pending, Plaintiff will supplement this Response. Notwithstanding this objection, the following is a list of employers to whom Plaintiff has submitted employment applications since January 1, 2013 and with whom she is not under consideration for employment as the positions have been filled:

HR Director-Element Electronics
Community Development Director-Lexington County
Management Consultant International Services
HR Director Elauwit Networks
Site Human Resources Mgr., Faurecia
People soft HR Functional Analyst
Sr. HR Manager, Aramark
Project Manager Lexington County
Project Manager Innovation Group
HR Directory Chester Senior Services Inc.
HR Director Ben Arnold Beverage
HR Business Partner. Schneider Electric
Administrative Manager Masco Corporation
Business Consultant HCM Lawson Talent Management-Info
HR Manager Recruitment Manager Whaley Foodservice
Field Director Planned Parenthood
Compensation Analyst I Aflac
Payroll Manager Robert Half & Accting
HR Manager CoreLogic
Director of Quality Sterling Life Services
Management position EDEI
Equal Opportunity Specialist USDA
HR Generalist-Find Great People
HR Generalist-Staples
Executive Dir of HR-Westport International
HR Manager Global Co-Gallman
Admin Coor/Acct Mgr- Find Great People
Business Analyst I-Aflac
Regional HR Generalist CMC Steel
szHR/Recruiting Manager-Lexington Co-Robert Half
Office Manager-Caris Healthcare
HR Manager Bryant Bureau
HR Director-Blanchard CAT
HR Director-Sherpa
HR Recruiter-Lexington-Robert Half

Training & Systems Specialist-Jarden
HR Manager-Roper Staffing
HR Business Partner-Amazon
HR Manager-Columbia-Undisclosed chemical manufacturer
HR Manager-Apex Tool Corp
Sr. HR manager: Product Management & Service- Apex Tool Corp.
HR Manager-Phillips Staffing
Transformational Change Management-Sr. Manager- PWC
Recruiting Manager-SMX
PeopleSoft Business Analyst-Hallmark
HR Recruiting Generalist-Hubbell Inc.
HR Recruitment Mgr-CEO Inc.
HR Director-local transport co.
HR Analyst-McAngus Goudelook & Courie

Plaintiff has no new information to add to this list and has stopped submitting written applications as she has knowledge that the Governor's Chief of Staff was contacted by at least one state agency and ensured Plaintiff was not hired.

Requests to Produce Objections

1. Request to Produce No. 4: Please provide copies of Plaintiff's federal and state income tax returns for 2012, 2013, and every year up to time for trial in this case, including all supporting documents and W-2 forms, any and all other documentation upon which Plaintiff relies in claiming damages.

RESPONSE: Plaintiff objects to this Request as Defendant has provided no compelling reason requiring the production of confidential tax returns. *See, Hastings v. OneWest Bank*, 2013 U.S. Dist. LEXIS 52331 (D. Md.); *Donin v. McAloon*, 2011 U.S. Dist. LEXIS 53879 (W.D.N.C.); *Terwilliger v. York Int'l Corp.*, 176 F.R.D. 214, 217-219 (W.D. Va. 1997); *Gattegno v. PricewaterhouseCoopers*, LLP, 205 F.R.D. 70, 73 (D.Conn. 2001); *Lemanik v. McKinley Allsopp, Inc.*, 125 F.R.D. 602, 609 (S.D.N.Y. 1989); *United States v. Bonanno Organized Crime Family*, 119 F.R.D. 625, 627 (E.D.N.Y. 1988); *Payne v. Howard*, 75 F.R.D. 465, 469 (D.D.C. 1977). Plaintiff further objects to this Request on the basis it requests documents and/or information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files which accurately reflect all of Plaintiff's wages for 2012 and 2013. Notwithstanding these objections, Plaintiff's only income while employed by DEW in 2012 and 2013 was her salary and her husband's salary, and as Plaintiff has not been employed since her wrongful termination, there is no relevant information in her tax returns. As is already known to Defendants, Plaintiff's husband is also a state employee and his wages are already known to Defendants. Plaintiff has had no income since her wrongful termination so the information already in Defendant's possession is complete and accurate and there is no reason for Plaintiff to produce her confidential tax returns to Defendants.

Plaintiff repeats her answer and will only provide W2's, all of which W2's are already in Defendant DEW's possession.

2. Request to Produce No. 11: Please provide copies of health care records, whether related to Plaintiff's physical or mental health and/or drug or alcohol use, including, but not limited to, office records from treatment rendered to Plaintiff on an outpatient basis, and/or hospital records from treatment rendered to Plaintiff at any facility, including emergency room records, histories and physicals, discharge summaries, consults, physician's orders, physician's notes, nurse's notes and medication, any and all x-rays, triage records, surgical records, prescriptions, rehabilitation records, financial records, bills, invoices, writings, notes or memoranda of each health care provider, including but not limited to those of doctors, nurses, psychologists, social workers, practitioners, podiatrists, emergency rooms, hospitals, clinics, drug stores, institutions or other health care providers or third party private or governmental health or accident insurers who examined, treated, or provided related care and/or services to Plaintiff since January 1, 2004 and/or in connection with the injuries alleged in the Complaint.

RESPONSE: Plaintiff objects to this Request as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection, as the result of the emotional trauma and humiliation Defendants have caused Plaintiff through their actions after January 2011, Plaintiff has sought medical attention from Dr. John H. Moore. Plaintiff's medical records from Dr. Moore from January 2011 forward, are attached and bate stamped Plaintiff 04 - 043. Pharmacy records are attached and bate stamped Plaintiff 044 - 046.

Plaintiff objects to the length of time for medical records requested and will not produce the same without a Court Order as such is an unreasonable invasion of privacy and irrelevant.

3. Request to Produce No. 12: Please provide each and every invoice, statement, document, bill for medicine, treatment, rehabilitation, hospitalization and for any other expenditures and monetary damage amounts for which Plaintiff or her witnesses contend are reasonably related to her physical, emotional or health condition, and/or any documents regarding or touching upon liability and damage issues which are the subject of Plaintiff's claims in this lawsuit.

RESPONSE: Records from Walgreens attached and bate stamped Plaintiff 044 - 046.

Plaintiff supplements this response by stating she has no additional responsive documents.

4. Request to Produce No. 13: Please provide all reports, written memoranda and any other documents of any physician or health care provider who has reviewed the medical records of Plaintiff regardless of whether or not such person will be used as a witness on behalf of Plaintiff.

RESPONSE: See Response to Request to Produce No. 11 herein.

Plaintiff repeats her previous response and supplements it by adding that she has no idea which health care providers have reviewed her medical records and that she had not provided medical records to any healthcare providers, has not named any healthcare providers as witnesses and does not intend to call any healthcare providers as witnesses in this case.

5. Request to Produce No. 16: Please provide all documents related to any civil or criminal proceeding or lawsuit in which Plaintiff was involved as a party or witness.

RESPONSE: Plaintiff objects to this Request on the grounds that the documents requested are personal and confidential and are not reasonably calculated to lead to admissible evidence. Notwithstanding this objection, other than dated family court records which are irrelevant to this Complaint, none.

Plaintiff's divorce was several years ago and she has been happily remarried for almost seven (7) years. There is nothing relevant to emotional distress damages from an old divorce and Plaintiff will not produce this information without a Court Order as it is an invasion of privacy and irrelevant.

Requests to Admit Objections

Requests to Admit Nos. 21-24:

21. Admit that Plaintiff downloaded or copied files containing the PII of SCDEW employees other than herself onto a USB drive (or "stick") on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

22. Admit that the USB drive (or "stick") referenced in Request #21 was not encrypted.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

23. Admit that the USB drive (or "stick") referenced in Request #21 was in Plaintiff's possession when she left SCDEW premises on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

24. Admit that Plaintiff downloaded or copied the PIT of SCDEW employees other than herself devices other than the USB drive (or "stick") referenced in Request #21.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

Plaintiff is not going to change her answers because Defendants don't like them. The answers to Requests to Admit Nos. 21-24 are true and accurate and she has never said anything to the contrary.

With kindest regards, I am

Sincerely,

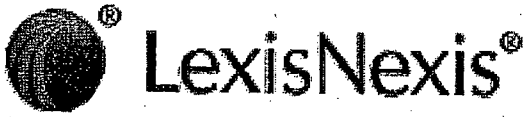
Nancy

Nancy Bloodgood

NB/alk

cc: Kerry Paul

Exhibit B



2 of 3 DOCUMENTS

INTERSTATE NARROW FABRICS, INC., Plaintiff, v. CENTURY USA, INC., d/b/a CENTURY NARROW FABRICS; MURRAY FISHER; JOHN I. WILD; and GEORGE H. SMITH, Defendants.

Case No. 1:02CV00146

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

2004 U.S. Dist. LEXIS 3839

February 24, 2004, Decided
February 24, 2004, Filed

SUBSEQUENT HISTORY: Motion denied by *Interstate Narrow Fabrics, Inc. v. Century United States, Inc., 2006 U.S. Dist. LEXIS 9039 (M.D.N.C., Feb. 22, 2006)*

PRIOR HISTORY: *Interstate Narrow Fabrics, Inc. v. Century USA, Inc., 218 F.R.D. 455, 2003 U.S. Dist. LEXIS 18227 (M.D.N.C., 2003)*

DISPOSITION: [*1] Plaintiff Interstate's renewed motion to compel production of defendant fisher's tax returns granted.

COUNSEL: For INTERSTATE NARROW FABRICS, INC., plaintiff: JACK M. STRAUCH, JOHN F. MORROW, JR., WOMBLE CARLYLE SANDRIDGE & RICE, WINSTON-SALEM, NC.

For CENTURY, USA, INC. dba CENTURY NARROW FABRICS, MURRAY FISHER, JOHN I. WILD, GEORGE H. SMITH, defendants: MACK SPERLING, BROOKS PIERCE MCLENDON HUMPHREY & LEONARD, GREENSBORO, NC.

For CENTURY, USA, INC. dba CENTURY NARROW FABRICS, MURRAY FISHER, JOHN I. WILD, GEORGE H. SMITH, defendants: ROBERT R. BAUGH, SIROTE & PERMUTT, P.C., BIRMINGHAM, AL.

For MURRAY FISHER, JOHN I. WILD, GEORGE H. SMITH, defendants: JACK B. BAYLISS, JR., CARRUTHERS & ROTH, P.A., GREENSBORO, NC.

For MURRAY FISHER, JOHN I. WILD, GEORGE H. SMITH, defendants: DAVID M. WOOLDRIDGE, SIROTE & PERMUTT, P.C., BIRMINGHAM, AL.

JUDGES: N. C. Tilley, Jr., United States District Judge.

OPINION BY: N. C. Tilley, Jr.

OPINION

MEMORANDUM OPINION

TILLEY, Chief Judge

This matter is now before the Court on Plaintiff Interstate's Renewed Motion to Compel Production of Defendant Fisher's Tax Returns [Doc. # 111]. For the reasons set forth below, Plaintiff's Motion [*2] to Compel will be GRANTED.

I.

On August 22, 2003, Interstate Narrow Fabrics, Inc. ("Interstate") originally moved to compel production of Defendant Murray Fisher's tax returns on the grounds that the financial information reported was relevant to the punitive damages claims against Mr. Fisher. [Doc. # 85]. On September 22, 2003, United States Magistrate Judge Wallace Dixon denied Interstate's Motion to Compel, because, at the time, there had been "no credible showing" that Plaintiff was entitled to punitive damages on the claims alleged against Defendant Fisher. [Doc. # 103]. However, the Order stated, "if the punitive damages claim survives summary judgment, the motion for production of Fisher's tax returns may be renewed."

On October 2, 2003, this Court denied the Defendants' Motion for Summary Judgment as to Interstate's punitive damages claims against Century USA, Inc. ("Century") and Mr. Fisher. [Doc. # 107]. Because the punitive damages claims against Mr. Fisher survived summary judgment, Interstate has now renewed its Motion to Compel, pursuant to the Magistrate Judge's September 22, 2003 Order. Specifically, this Motion requests that Mr. Fisher produce, within [*3] 20 days, his state and federal tax returns from 1998 through the present. Along with the Motion, Interstate filed a Certificate of Attorney Conference Pursuant to Local Rule 26.1(c) stating that all meet and confer requirements have been met. [Doc. # 113].

II.

Federal Rule of Civil Procedure 26(b)(1) provides the general rule governing pre-trial discovery: "Parties may obtain discovery regarding any matter, not privileged, that is relevant to the claim or defense of any party, . . . Relevant information need not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence." The Fourth Circuit has not developed a clear rule as to the discoverability of income tax returns in particular. However, the general federal rule is that disclosure of tax returns is disfavored. *E. Auto Distribs., Inc. v. Peugeot Motors of Am., Inc., 96 F.R.D. 147, 148-49 (E.D. Va. 1982)* ("a 'qualified' privilege emerges from the case law that disfavors the disclosure of income tax returns as a matter of general federal policy") (citations omitted).

The majority rule that has emerged [*4] from federal case law is that a two-prong test should be applied to determine when the qualified privilege protecting income tax returns is overcome. *Terwilliger v. York Int'l Corp., 176 F.R.D. 214, 216-17 (W.D. Va. 1997)*. Under this test, tax returns are discoverable if (1) they are relevant to a matter in dispute; and (2) they are needed, because the information is not available from other sources. *Id. at 217.* The burden to show that the tax returns are relevant lies with the party seeking disclosure, while the burden to identify an alternate source of the information lies with the resisting party. *Id.*

A.

Here, Interstate has met its burden under the first prong of the test. Under *N.C. Gen. Stat. § 1D-35(2)(i)*, a "defendant's ability to pay punitive damages, as evidenced by its revenues or net worth," *is relevant* to the jury's determination of the amount of punitive damages to award. Therefore, tax returns which provide information as to a defendant's net worth are relevant if the defendant is potentially liable for punitive damages. *See Blount v. Wake Elec. Membership Corp., 162 F.R.D. 102, 105 (E.D.N.C. 1993)*; [*5] *Vanguard Military Equip. Corp., v. David B. Finestone Co., 6 F. Supp. 2d 488, 495-496 (E.D. Va. 1997)*. In *Blount*, the court held that the defendant's tax returns would become relevant and discoverable if and when plaintiff's punitive damages claims survived either a motion to dismiss or motion for summary judgment. *162 F.R.D. at 105.*

Here, a factual basis has been provided for Interstate's punitive damages claims against Mr. Fisher. These claims survived Defendants' Motion for Summary Judgment, and therefore, the financial information contained within Mr. Fisher's tax returns is relevant. Thus, Interstate has met its burden of showing that the returns are relevant to a matter in dispute, namely the punitive damages claims.

B.

While Interstate has met its burden to show that the tax returns are relevant, Defendant Fisher cannot meet his burden under the second prong to show that the information in his returns is already available to Interstate. Mr. Fisher argues that the only relevant information in the returns has already been provided to Interstate, either through the corporate tax returns of Century, or through a personal Financial Statement [*6] prepared by Mr. Fisher. Each source of information is discussed below.

In response to Interstate's Renewed Motion to

Compel, Mr. Fisher filed an Affidavit [Doc. # 116] in which he states that he and his wife file joint returns, and that the only income reflected on the returns attributable to him is income from Century, Inc. Century's corporate tax returns for the years 1998 through 2001 have been provided to Interstate, and show the amount paid to Mr. Fisher during those years. In the Affidavit, Mr. Fisher further states that he has no other source of income; therefore, the information in his personal tax returns is already available to Interstate through reference to Century's corporate tax returns.

In addition, Mr. Fisher created and provided to Interstate a Confidential Financial Statement dated December 19, 2002. Mr. Fisher contends that this statement contains full information regarding his net worth.

In response, Interstate contends that Mr. Fisher's tax returns would provide significant information as to Mr. Fisher's income and net worth that is *not* available in either the provided corporate tax returns or the Financial Statement. First, Interstate contends that the [*7] statement in Mr. Fisher's Affidavit that he has no income other than salary from Century, Inc. is contradicted by information provided in his own Financial Statement. The Statement lists source of income to include salary, bonuses and commissions, and "other income." Further, the Statement indicates that Mr. Fisher has substantial amounts invested in capital markets. Mr. Fisher's tax returns would indicate gains, losses, and any income paid from these investments, relevant information that is not reflected in the corporate tax returns or the Financial Statement.

Second, Interstate points out that Century's most recent tax returns have not been provided (returns for the years 1998 through 2001 were provided). Similarly, the Financial Statement is dated December 19, 2002, and therefore does not reflect any information beyond that date. Therefore, even the limited information provided by the corporate returns and the Financial Statement is not available for the last year.

Finally, Interstate questions the reliability and accuracy of the Financial Statement. The Statement is unverified, "lacking in meaningful detail," and, as discussed above, contradicted by statements in Mr. Fisher's [*8] Affidavit. [1]

1 Interstate's concern over the accuracy of Mr. Fisher's Financial Statement should be considered in the context of the procedural history of this case. Interstate's pending Motion for Appropriate Relief [Doc. # 68] rests on alleged misrepresentations made by Century and the individual Defendants throughout this litigation.

Given the incomplete, and in some cases unverified, nature of the financial information already provided to Interstate, this Court holds that Mr. Fisher has not carried his burden of showing that the financial information contained in his income tax returns is otherwise available to Interstate. Therefore, the two-prong test discussed above has been met. Any qualified privilege protecting Mr. Fisher's tax returns has been overcome, and the returns are therefore discoverable. [2]

2 Mr. Fisher's privacy argument is noted, but does not change the discoverability of the tax returns in question. In opposing Interstate's Motion to Compel, Mr. Fisher contends that disclosure of his joint income tax returns would violate his wife's privacy interests. The tax returns include some information pertaining only to Mrs. Fisher, and therefore irrelevant to the disputes at hand.

Mr. Fisher's concerns can be addressed in two ways: (1) Interstate has already agreed to a redaction of personal information such as date of birth and Social Security numbers; and (2) a Protective Order has been in place in this case since June 3, 2002 [Doc. # 14] and would cover the provided tax returns.

A Protective Order is sufficient to protect Mrs. Fisher's privacy interests. *See, e.g., In re Greenwood Air Crash, 161 F.R.D. 387, 393 (S.D. Ind. 1995)* ("the fact that she filed jointly with Mr. McKinney, whose tax filings are relevant, does not prevent discovery of the joint returns"); *Sakaguchi v. Legacy Health Sys., 1998 U.S. Dist. LEXIS 15816, 1998 WL 709788 *2 (D. Or. 1998)* (rejecting argument that husband's privacy would be invaded by production of joint returns, because parties' stipulated protective order provided adequate safeguards for such information).

[*9] III.

In summary, Interstate's Motion to Compel

Production of Mr. Fisher's income tax returns will be GRANTED. IT IS ORDERED that Mr. Fisher produce, within 20 days, his state and federal tax returns from 1998 through the present, including any schedules or attachments. Mr. Fisher may elect to redact personal and non-financial information, such as his and his wife's date of birth and Social Security numbers. However, no financial information may be redacted. To protect the Fishers' privacy interests, the terms of the June 3, 2002 Protective Order will apply to all provided documents.

This 24th day of February, 2004

N. C. Tilley, Jr.

United States District Judge

ORDER

For the reasons stated in a contemporaneously filed Memorandum Opinion, Plaintiff Interstate's Renewed Motion to Compel Production of Defendant Fisher's Tax Returns [Doc. # 111] is GRANTED. Therefore, IT IS ORDERED that Mr. Fisher produce, within 20 days, copies of his tax returns from 1998 through the present, including all attachments and schedules. Mr. Fisher may elect to redact personal and non-financial information, such as his and his wife's date of birth and Social Security numbers. However, no [*10] financial information may be redacted. To protect the Fishers' privacy interests, the terms of the June 3, 2002 Protective Order [Doc. # 14] will apply to all provided documents.

This 24th day of February, 2004

N. C. Tilley, Jr.

United States District Judge



GERALD L. TERWILLIGER, Plaintiff, v. YORK INTERNATIONAL CORPORATION, d/b/a Bristol Compressors, Inc., Defendant.

CIVIL ACTION NO. 92-00131

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF VIRGINIA, ABINGDON DIVISION

176 F.R.D. 214; 1997 U.S. Dist. LEXIS 15117

September 11, 1997, Decided
September 12, 1997, Filed; September 12, 1997, Entered

DISPOSITION: [**1] Plaintiff's motion to quash GRANTED.

COUNSEL: For Plaintiff: Paul G. Klockenbrink, S. D. Roberts Moore, Roanoke, VA.

For Plaintiff: James William Elliott, Jr., Steven R. Minor, Bristol, VA.

For Defendant: Henry Chao-Ion Su, Thomas G. Slater, Jr., Richmond, VA.

For Defendant: Wade W. Massie, Abingdon, VA.

JUDGES: GLEN M. WILLIAMS, SENIOR UNITED STATES DISTRICT JUDGE.

OPINION BY: GLEN M. WILLIAMS

OPINION

[*215] MEMORANDUM OPINION

I. Introduction.

Pending is the plaintiff's motion to quash pursuant to FED. R. CIV. P 26(c) and 45 and his motion for a protective order. The court exercises jurisdiction over this diversity action in accordance with *28 U.S.C. § 1332.*

II. Background.

On September 4, 1992, Gerald L. Terwilliger filed suit against York International Corporation and its subsidiary, Bristol Compressors, Inc. (jointly referred to herein as "York"). Terwilliger alleges that he entered into an oral contract with the Chief Operating Officer of Bristol Compressors, Michael Young. Terwilliger alleges that Young promised to pay him, above and beyond his annual salary, if he invented a new reciprocating compressor. The amount of remuneration was to be based upon the commercial [**2] success of the product. Although it was not part of his general duties, Terwilliger subsequently designed a compressor that was an enormous financial success for York. This breach of contract litigation stems from Terwilliger's contention that he was not properly compensated for his efforts. Specifically, Terwilliger claims that York breached its express or implied promises to pay him for his services in designing the compressor and to compensate him for the assignment of his patent rights, to the extent such rights were assigned.

A jury trial has been scheduled in January 1998 to resolve plaintiff's claims. In the course of pretrial discovery, the pending dispute developed. York has made several attempts to discover information regarding

Terwilliger's income, his overall financial situation, and his understanding about the contract with York as revealed through his financial statements. On June 9, 1997, York served subpoenas on an accountant and three [*216] financial institutions that Terwilliger identified in his deposition as having used. [1] The subpoena to the accountant requested production of the plaintiff's federal and state tax returns from 1985 to the present. The subpoenas to [**3] the banks sought any financial statements or loan applications that reflected plaintiff's assets from 1988 to the present.

1 Served with subpoenas were the following: Kenneth D. Keith, CPA, of Blountville, Tennessee; First American National Bank of Nashville, Tennessee; NationsBank of Dallas, Texas; and Tyler Bank & Trust N.A. of Tyler, Texas.

Terwilliger has objected on the ground that the subpoenas are not reasonably calculated to lead to the discovery of admissible evidence. He has moved for an order that either quashes the subpoenas or limits discovery information to his wage income. The issue has been briefed and the parties presented arguments to the court at a recent hearing. The matter is now ripe for resolution. The court will address each of defendant's discovery requests and the plaintiff's corresponding objections in turn.

III. Law and Discussion.

(1) *Discovery of plaintiff's income tax returns*

York argues that Terwilliger's income is an issue central to this litigation. York contends [**4] that plaintiff's salary history is a factual issue that is relevant to his claim for damages. The reasonable value of Terwilliger's services and the amount of compensation he received for those services is best evidenced by his wages. Therefore, York maintains that disclosure of plaintiff's tax returns is proper.

In response, Terwilliger acknowledges the relevance of his earned income. He argues, however, that his wages are the only discoverable information contained in his tax returns. Terwilliger alleges that York possesses that information from three distinct sources. First, Terwilliger asserts that he testified on the subject during his deposition in July 1996. Second, he responded to York's third production request by providing information regarding his income level to the best of his recollection. Third, plaintiff argues that much of Terwilliger's salary history is accessible to York through employment records while he was employed at York's subsidiaries.

York has requested the tax returns to verify the amount and sources of income that Terwilliger earned. York notes that Terwilliger was unable to recall this information specifically during his deposition. As a result, Terwilliger's [**5] tax returns will serve as the most accurate and complete source of that information. York has also submitted an affidavit from its damage expert, David S. Evans, who contends that the tax returns would be useful in rebutting the conclusions of Terwilliger's damage experts.

Courts have made it increasingly clear that tax returns in the hands of a taxpayer are not privileged from civil discovery. See *St. Regis Paper Co. v United States, 368 U.S. 208, 218-19, 7 L. Ed. 2d 240, 82 S. Ct. 289 (1961)* (dictum); *Poulos v. Naas Foods, Inc., 959 F.2d 69, 74 (7th Cir. 1992)*; *Credit Life Ins. Co. v. Uniworld Ins. Co., 94 F.R.D. 113, 119 (S.D. Ohio 1982)*. Nevertheless, judicial consensus exists that, as a matter of policy, great caution should be exercised in ordering the disclosure of tax returns. See *Natural Gas Pipeline Co. v. Energy Gathering, Inc., 2 F.3d 1397, 1411 (5th Cir. 1993)*, cert. denied, *510 U.S. 1073, 114 S. Ct. 882, 127 L. Ed. 2d 77 (1994)*; *Tele-Radio Sys. Ltd. v. DeForest Electronics, Inc., 92 F.R.D. 371, 375 (D. N.J. 1981)*. Unnecessary disclosure of tax returns is to be avoided. *Premium Servs. Corp. v. Sperry & Hutchinson Co., 511 F.2d 225, 229 (9th* [**6] *Cir. 1975)*.

Examination of case law reveals the emergence of a judicially developed "qualified privilege . . . that disfavors the disclosure of income tax returns as a matter of general federal policy." *Eastern Auto Distribs., Inc. v. Peugeot Motors of Am., Inc., 96 F.R.D. 147, 148-49 (E.D. Va. 1982)* (citations omitted). See William A. Edmundson, Note, *Discovery of Federal Income Tax Returns and the New "Qualified" Privileges*, 5 DUKE L.J. 938 (1984) (tracing the development of this quasi-privilege). A two-prong test has [*217] been utilized to assess whether the qualified privilege should be overcome and a party's income tax returns should be disclosed. The court must determine whether (1) the tax return is relevant to the subject matter in dispute; and (2) a compelling need exists for the return, because the information sought is not obtainable from other sources.

Eastern Auto Distribs., Inc., 96 F.R.D. at 148; Hawkins v. South Plains Int'l Trucks, Inc., 139 F.R.D. 679, 681-82 (D. Colo. 1991); United States v. Bonanno Organized Crime Family, 119 F.R.D. 625, 627 (E.D. N.Y. 1988); S.E.C. v. Cymaticolor Corp., 106 F.R.D. 545, 547 (S.D. N.Y. 1985). While the party [**7] seeking discovery of the tax returns bears the burden of establishing its relevance, the resisting party has the task to identify an alternative source for the information. *Eastern Auto Distribs., Inc., 96 F.R.D. at 149* (citing *Biliske v. American Live Stock Ins. Co., 73 F.R.D. 124 (W.D. Okla. 1977)); Kelling v. Bridgestone/Firestone, Inc., 157 F.R.D. 496, 497 (D. Kan. 1994).*

In contrast, a minority of courts have held that the sole inquiry governing discovery of tax returns is whether the information contained in the return is relevant. See, e.g., *In re Cummins, 144 Bankr. 426, 427 (Bankr. W.D. Ark. 1992)* (citing *Halperin v. Berlandi, 114 F.R.D. 8, 11 (D. Mass. 1986)); Shearson Lehman Hutton, Inc. v. Lambros, 135 F.R.D. 195, 198 (M.D. Fl. 1990).* This court, however, favors the two-prong approach articulated by the Eastern District of Virginia in *Eastern Auto Distribs., Inc., 96 F.R.D. at 148.* We believe that test artfully balances the privacy interest inherent in tax returns with the policy favoring broad civil discovery. Proper consideration is also afforded to the relevancy and materiality of the information.

Similarly, this court embraces the allocation [**8] of burdens contained in that model. At least one court has opted to place the responsibility of establishing a lack of an alternative source on the party propounding the discovery. See, *Eglin Fed. Credit Union v. Cantor, Fitzgerald Sec. Corp., 91 F.R.D. 414, 416-17 (N.D. Ga. 1981)* In our estimation, however, that burden properly lies on the party resisting discovery. This approach is consistent with the discovery provisions of the Federal Rules that favor broad pretrial discovery. Accordingly, we will apply the test to the instant facts. [2]

> 2 The approach adopted by this court is also the standard that York and Terwilliger have urged us to apply. See Def.'s Opp'n to Mot. to Quash & Protective Order at 13-15; Pl.'s Mot. to Quash & Protective Order at PP 3-5.

As in any discovery dispute, the threshold issue of relevance hinges on whether the requested information pertains to the subject matter in dispute or is reasonably calculated to lead to the discovery of admissible evidence. See *FED. R. CIV. P.* [**9] *26(b)(1).* Relevance for discovery purposes is distinguishable from that which is relevant evidence at trial. Compare FED. R. CIV. P 26(b)(1), with *FED. R. EVID. 401.* The Federal Rules of Civil Procedure have been interpreted to allow maximum discovery. See *FED. R. CIV. P. 26-37.*

The court agrees that the plaintiff's wages are relevant for discovery purposes. See *Mylan Labs., Inc. v. Akzo, N.V., 2 F.3d 56, 64 (4th Cir. 1993)* (noting that "district courts have broad discretion in their resolution of discovery problems.") However, information such as Terwilliger's investment income or his wife's income is not relevant to this suit even under the liberal rules of discovery. Thus, our concern is solely with the discovery of plaintiff's wages.

The court further finds that Terwilliger has met his burden of establishing that the requested information is available from sources other than his tax returns. Courts have encouraged the party propounding discovery to obtain information from other financial documents of his adversary. See *Eastern Auto Distribs., Inc., 96 F.R.D. at 149, n.1* (opponents annual reports, commercial newspapers, regulatory agency files); Tele-Radio [**10] *Sys. Ltd., 92 F.R.D. 371, n.1* (corporate minute book, stock book, stock transfer ledger, shipping documents, warranty documents, payment records, sales ledgers). In this case, it is not even necessary for York to examine Terwilliger's records. Rather, it is York itself that has access to the vast majority of the information it seeks to discover.

[*218] Defendant is attempting to obtain Terwilliger's salary history while he was employed at Bristol Compressors and Evcon Industries. Bristol Compressors and Evcon are both subsidiaries of Defendant York. Considering York's size and sophistication, it certainly can be assumed that the corporation maintains employment records. This is especially true considering how recently Terwilliger was employed by the corporation. Therefore, York should possess the information they hope to discover by reviewing the plaintiff's tax returns.

Similar reasoning applies to Terwilliger's income from American Pride, Inc. Plaintiff was a co-owner of the now-defunct American Pride car wash with Young. The court finds no reason why York cannot obtain information from Young regarding what Terwilliger was paid by American Pride. The court is aware of the

long-standing [**11] business relationship and personal friendship that exists between the plaintiff and Young. Therefore, if a good faith inquiry fails to produce such information, York may return to this court to compel production at that time.

Obtaining Terwilliger's salary history at Alliance Compressors, his current employer, is slightly more complicated. Unlike Terwilliger's other employers, salary information from Alliance is not readily available to York. The court recognizes that income tax returns are generally regarded as the most accurate and complete sources of one's income. However, the interests of justice do not require production of tax returns when other discovery methods are available to convey the same information. In this case, plaintiff's salary during his limited tenure at Alliance Compressors is available to York through less intrusive means than plaintiff's tax returns.

Terwilliger's counsel agreed during oral arguments to provide York with his W-2 forms from Alliance Compressors. [3] We believe that W-2 forms will serve as an acceptable source of information. This approach eliminates the need to delve into plaintiff's tax returns and any accompanying personal information that [**12] is patently irrelevant to this case. [4]

3 In his brief, Terwilliger also suggested that his wage history at Alliance Compressors may be obtained via redacted tax returns. Pl.'s Mot. to Quash and Mot. for Protective Order, P 5.

4 The salary information that Terwilliger is being ordered to produce is within the purview of the amended protective order entered by this court on June 7, 1996.

York contends that the W-2 forms are insufficient. York suggests that only the plaintiff's tax returns will reveal the true extent of his earned income. York is particularly concerned with determining whether Terwilliger earned additional income through endeavors with Young that may not be disclosed on a W-2 form.

Terwilliger's position on this issue has been consistent. He has testified that to the best of his recollection, he did not earn additional income as a result of any ventures with Mike Young. Nevertheless, York wants to review the tax returns to verify the accuracy of plaintiff's statements. If plaintiff did [**13] in fact earn additional income, York wants to evaluate the manner in which he was compensated and impugn Terwilliger's credibility.

This court finds no reason for a wholesale inquiry as York proposes. Terwilliger has already testified on this point. His attorneys then represented to the court that ventures with Young did not yield the plaintiff any financial gain. Terwilliger listed the wages he received from American Pride in a supplemental response to York's third request for production of documents dated July 18, 1996. If York suspects that Terwilliger may have earned additional income with Young, it should consult with its corporate officer on that matter. If York learns that Terwilliger earned additional income by virtue of his endeavors with Young, York should inform the court and we will address the issue appropriately. However, in light of plaintiff's testimony and our in camera review of plaintiff's draft and filed tax returns, we do not find that York's request is "reasonably calculated to lead to the discovery of admissible evidence" as required by *Fed. R. Civ. P. 26(b)(1)*.

[*219] (2) *Discovery of financial documents and loan applications*

York is also attempting to obtain [**14] any loan applications or financial statements from 1988 to the present that describe Terwilliger's financial status. York wants to determine if Terwilliger listed his pending claim as an asset on any financial documents. Plaintiff testified at his July 1996 deposition that the only loan he has applied for during that time period was a mortgage with Tyler Bank and Trust N.A. in Tyler, Texas. Terwilliger has consistently maintained that he possesses no financial statements. [5]

5 These facts appears to have been borne out. Both First American National Bank and NationsBank have been unable to locate any records responsive to the subpoena. Tyler Bank and Trust has produced one mortgage application and income certification for the plaintiff and his wife. These documents are currently under seal with this court.

York intends to argue that Terwilliger's failure to list the claim on his financial statements is relevant. York contends that it illustrates Terwilliger's understanding of the claim. York asserts plaintiff's [**15] failure to include an alleged breach of contract claim for $ 51 million is probative of the nature, certainty, and amount

of the alleged promise. [6] York is seeking to inspect the mortgage application to confirm plaintiff's financial position.

6 The amount of damages is derived from one of the plaintiff's damage experts, Samuel R. Gray. In his complaint, plaintiff listed his claim at $ 100,000,000.00.

York claims that production of the mortgage documents is especially relevant in light of Terwilliger's inconsistent responses during discovery. York cites the following chronology in support of its position. Initially, Terwilliger responded to York's production request by stating that he did not possess any financial documents listing his assets from 1988 through the present. He subsequently testified at his deposition that he completed a mortgage loan application approximately six months before the date of the deposition. According to his testimony, Terwilliger did not retain a copy of the application for his [**16] personal files. Plaintiff did not believe that he listed his claim against York as an asset. Terwilliger then answered York's third set of interrogatories by stating that he "has not described or listed as an asset any of the claims in this lawsuit or interest in the inertia compressor on any financial statements which he has submitted."

In opposition, Terwilliger has objected to York's request and has steadfastly resisted producing the loan application. First, Terwilliger claims that no logical or legal reason exists why a potential right to recover would have been listed as an asset on a loan application. Second, his answers to interrogatories clearly indicate that he did not describe or list his claims in this lawsuit as an asset on any financial statements or loan applications. Thus, to the extent that fact is relevant, York already has the information it desires.

The court agrees with Terwilliger. We note at the outset that questions exist regarding the relevance of the information York seeks. The court has been presented with no reason why plaintiff would list an amount claimed in ongoing litigation as an asset on a mortgage application. Nor are we convinced that a lending [**17] institution would even consider such information when determining whether to extend credit.

If York desires to impeach plaintiff on this issue, it can simply use his deposition testimony or answers to interrogatories. Plaintiff's position is that he has not listed his claim against York as an asset. Obtaining the actual documentation will not assist York's position. No other information contained in the mortgage application is discoverable. Therefore, no reason exists to permit York to explore the financial position of the plaintiff and his wife to confirm sworn answers.

V. Conclusion.

For the aforementioned reasons, the court grants plaintiff's motion to quash the subpoenas seeking production of his tax returns. While Terwilliger's wages are relevant, alternative sources for that information exist. Plaintiff must, however, produce his W-2 [*220] forms relating to his employment at Alliance Compressors. Furthermore, plaintiff's motion is granted to the extent that he is not required to produce his mortgage application. York's assertion that his failure to list this claim is relevant is not entirely persuasive. Nevertheless, plaintiff has already stated that he did not list the claim [**18] as an asset.

The court will issue an appropriate order.

ENTERED: This 11 day of September 1997.

GLEN M. WILLIAMS

SENIOR UNITED STATES DISTRICT JUDGE

ORDER

For the reasons set forth in the Memorandum Opinion entered this day, it is hereby **ORDERED** and **ADJUDGED** that the plaintiff's motion to quash is **GRANTED**. Consequently, the plaintiff is not required to produce his draft or filed income tax returns or a copy of his mortgage application. However, the plaintiff shall produce copies of his W-2 forms relating to his work at Alliance Compressors.

The Clerk is directed to send copies of this Order to all counsel of record.

ENTERED: This 11 day of September 1997.

GLEN M. WILLIAMS

SENIOR UNITED STATES DISTRICT JUDGE



BRIAN D. HASTINGS, Plaintiff, v. ONEWEST BANK, FSB, Defendant.

Civil Case No.: GLR-10-3375

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

2013 U.S. Dist. LEXIS 52331

April 11, 2013, Decided
April 11, 2013, Filed

COUNSEL: [*1] For Brian D. Hastings, Plaintiff: Michael Gregg Morin, LEAD ATTORNEY, Michael Gregg Morin, Severn, MD.

For OneWestBank, FSB, Defendant: Amy Elizabeth Miller, LEAD ATTORNEY, McGuireWoods LLP, McLean, VA; Jessica Dorothy Fegan, McGuireWoods LLP, Washington, DC.

JUDGES: Stephanie A. Gallagher, United States Magistrate Judge.

OPINION BY: Stephanie A. Gallagher

OPINION

MEMORANDUM OPINION

Plaintiff Brian Hastings ("Plaintiff") has filed suit against OneWest Bank, FSB ("OneWest"), alleging that OneWest breached an agreement to modify his mortgage loan. [1] Def.'s Mot. 1. Plaintiff's Complaint alleges that OneWest unilaterally rescinded the parties' loan modification agreement, and that this conduct resulted in pecuniary damages to Plaintiff. This Memorandum Opinion addresses OneWest's Motion to Compel, [ECF No. 47], the opposition, and the reply thereto. I find that a hearing is unnecessary in this case. *See Local Rule 105.6* (D. Md. 2011). For the reasons stated herein, OneWest's Motion to Compel is GRANTED IN PART and DENIED IN PART.

1 This case has been referred to me by Judge Russell to resolve discovery disputes. Specifically, ECF 47, Motion to Compel. [ECF No. 52].

On November 29, 2012, OneWest propounded Interrogatories [*2] and a Request for Production of Documents. Plaintiff's responses to these requests were due by January 2, 2013. Having not received the requested discovery, on January 8, 2013, OneWest's counsel contacted counsel for Plaintiff. Plaintiff's counsel responded by email dated January 9, 2013, but rather than provide justification for his failure to respond, or request an extension of time to meet his discovery obligations, he merely inquired whether OneWest preferred that he respond to discovery or engage in settlement negotiations. *See* Def.'s Mot., Ex. B. In doing so, Plaintiff's counsel suggested that the options were exclusive of one another. *See* Def.'s Mot., Ex. B. OneWest promptly sought clarification, but Plaintiff's counsel again failed to respond. The instant motion predictably followed on January 18, 2013. On February 5, 2013, during briefing of the instant motion, Plaintiff served discovery responses. However, Plaintiff refused to produce tax returns and related documents in response to OneWest's Document Request # 2. The remaining issues for this Court's consideration, then, are (1) the response to Document Request # 2 and (2) a prospective award of

attorney's fees or costs.

A. [*3] Document Request # 2

OneWest's Document Request # 2 seeks "[c]opies of [Plaintiff's] federal income tax return for all years 2008 through the present, including W-2 forms, 1099s, schedules and other forms attached thereto." Def.'s Reply, Ex. A. In response to Document Request # 2, Plaintiff stated that he "objects to the request and respectfully refuses to produce the requested documents on the grounds that such documents are irrelevant to any claim asserted by the Plaintiff." *Id.*

All document requests must seek information within the scope of permissible discovery. *Fed. R. Civ. P. 34(a).* The Federal Rules of Civil Procedure permit parties to "obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense." *Fed. R. Civ. P. 26(b)(1).* Evidence is relevant if it has any tendency to make a fact of consequence more or less probable than it would be without the evidence. *See Fed. R. Evid. 401.* The relevant information sought "need not be admissible at . . . trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence." *Id.* Additionally, the Federal Rules require that "all permissible discovery must be measured against [*4] the yardstick of proportionality." *Victor Stanley, Inc. v. Creative Pipe, Inc., 269 F.R.D. 497, 523 (D. Md. 2010).* This court must limit discovery if:

> (i) the discovery sought is unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive; (ii) the party seeking discovery has had ample opportunity to obtain the information by discovery in the action; or (iii) the burden or expense of the proposed discovery outweighs its likely benefit, considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action, and the importance of the discovery in resolving the issues.

Fed. R. Civ. P. 26(b)(2)(C)(i)-(iii).

Although the Fourth Circuit has not developed a clear rule as to the discoverability of tax returns, in general, disclosure of tax returns is disfavored. *Susko v. City of Weirton, No. 5:09-CV-1, 2010 U.S. Dist. LEXIS 95103, 2010 WL 3584425, at *4 (N.D. W.Va., Sept. 10, 2010)* ("judicial consensus exists that, as a matter of policy, great caution should be exercised in ordering the disclosure of tax returns"); *see also Eastern Auto Distribs., Inc. v. Peugeot Motors of Am., Inc., 96 F.R.D. 147, 148-49 (E.D. Va. 1982)* [*5] ("a 'qualified' privilege emerges from the case law that disfavors the disclosure of income tax returns as a matter of general federal policy"). "The majority rule that has emerged from federal case law is that a two-prong test should be applied to determine if the qualified privilege protecting tax returns is overcome." *Interstate Narrow Fabrics, Inc. v. Century USA, Inc., No. 1:02CV00146, 2004 U.S. Dist. LEXIS 3839, 2004 WL 444570, at *2 (M.D.N.C., Feb. 24, 2004); see also Terwilliger v. York Int'l Corp., 176 F.R.D. 214, 216-17 (W.D. Va. 1997).* "Under this test, tax returns are discoverable if (1) they are relevant to a matter in dispute; and (2) they are needed, because the information is not available from other sources." *Interstate Narrow, 2004 U.S. Dist. LEXIS 3839, 2004 WL 444570, at *2.* The party seeking disclosure carries the burden to show that the tax returns are relevant, and the resisting party carries the burden to identify an alternate source of the information. *Id.*

In the instant case, OneWest has not met its burden to show that the tax returns are relevant. OneWest has not explained, and this Court is unable to discern, why Plaintiff's personal tax returns would be relevant to the claims and defenses in this breach of contract [*6] case. Any information relevant to the Plaintiff's financial condition likely will be provided in response to OneWest's other document requests, specifically Numbers 8, 10, 11, and 15. Moreover, while there may be cases in which a party's tax returns may be discoverable, disclosure should not be ordered without a showing, absent here, why less intrusive financial information would not suffice. Therefore, in the absence of any articulated reason to believe that the information in the tax returns will be relevant to OneWest's case, the motion to compel a response to Document Request # 2 is denied.

B. Sanctions

OneWest submits that an award of attorney's fees, costs and other substantive sanctions would be appropriate to remedy Plaintiff's failure to comply with discovery obligations. According to *Rule 37(d)*, "[t]he court where the action is pending may, on motion, order

sanctions if . . . a party, after being properly served with interrogatories under *Rule 33* or a request for inspection under *Rule 34*, fails to serve its answers, objections, or written response." *Fed. R. Civ. P. 37(d)(1)(A)(ii)*. The deadlines imposed by the Federal and Local Rules for responding to discovery requests are [*7] meaningful, and "counsel disregard these rules at their peril." *Jayne H. Lee, Inc. v. Flagstaff Indus. Corp., 173 F.R.D. 651, 652 (D. Md. 1997)*.

In determining what sanctions are appropriate, the Court must consider the extent of prejudice, if any, along with the degree of culpability. *Victor Stanley, 269 F.R.D. 497, 533 (D. Md. 2010)*. "The harshest sanctions may apply not only when both severe prejudice and bad faith are present, but also when, for example, culpability is minimally present, if there is a considerable showing of prejudice, or, alternatively, the prejudice is minimal but the culpability is great." *Id.* Less severe sanctions include costs, attorney's fees, and fines, which not only compensate the prejudiced party but also punish the offending party for its actions, hoping to deter the litigant's conduct. *Id. at 536* (quoting *Pension Comm. of Univ. of Montreal Pension Plan v. Banc of Am. Sec., 685 F. Supp. 2d at 467, 471 (S.D.N.Y. 2010)*). The court must "impose the least harsh sanction that can provide an adequate remedy." *Victor Stanley, 269 F.R.D. at 534* (quoting *Pension Comm., 685 F. Supp. 2d at 469*). The various sanctions sought by OneWest are addressed below.

1. Reasonable [*8] Attorney's Fees and Costs

Pursuant to *Rule 37*, the Court "must require the party failing to act, the attorney advising that party, or both to pay reasonable expenses, including attorney's fees, caused by the failure, unless the failure was substantially justified or other circumstances make an award of expenses unjust." *Fed. R. Civ. P. 37(d)(3)*. Plaintiff argues that OneWest's motion to compel is moot, because Plaintiff responded fully to OneWest's discovery on February 5, 2013. Pl.'s Opp'n. at 1-2. Contrary to this assertion, however, "[u]nder *Rule 37*, if requested discovery is provided after a motion to compel is filed, unless an exception applies, the court must require the party whose conduct necessitated the motion to pay the movant's reasonable expenses incurred in making the motion, including attorney's fees." *Lynn v. Monarch Recovery Mgmt., 285 F.R.D. 350, 365 (D. Md. 2012)*.

Here, Plaintiff's counsel does not dispute that sanctions in the form of an award of attorney's fees may be appropriate. Rather, he concedes that any sanction imposed should be solely his responsibility and not the Plaintiff's individually, because the delay was attributable to counsel's illness and schedule. [*9] Pl.'s Opp'n. 2. The Court is of the tentative view that an award to OneWest of its attorney's fees and costs in conjunction with pursuing the Motion to Compel, is appropriate, to be paid by Plaintiff's counsel personally. To that end, OneWest must submit a statement of applicable fees and costs, including an itemization of hours and amounts, within thirty (30) days of the date of this Memorandum. A proportional reduction for the amount of time spent addressing Document Request # 2 is appropriate, because that relief was denied. Plaintiff's counsel then will be allowed fourteen (14) days to file a written opposition to the award and the amount of fees sought.

2. Other Sanctions

OneWest asks that this Court consider precluding Plaintiff from offering evidence, including testimony, as to any damages allegedly suffered as a consequence of Plaintiff's failure to respond to discovery requests. Def.'s Mot. 5-6. OneWest maintains that this requested evidence "goes to the heart of Plaintiff's claim," and that Plaintiff's failure to respond has precluded OneWest from preparing a response. *Robertson v. Deco Security, Inc., No. WDQ-09-3093, 2010 U.S. Dist. LEXIS 100795, at *13 (D. Md. Sept. 22, 2010)*. [*10] As a result, OneWest contends that it has suffered prejudice by experiencing an inability to assess the reasonableness of Plaintiff's settlement demand and difficulty preparing to depose Plaintiff. Def.'s Mot. 5.

District courts may impose a variety of sanctions under *Rule 37(d)* as part of the "comprehensive arsenal of Federal Rules and statutes to protect themselves from abuse." *Robertson, 2010 U.S. Dist. LEXIS 100795, at *4* (quoting *Chambers v. NASCO, Inc., 501 U.S. 32, 62, 111 S. Ct. 2123, 115 L. Ed. 2d 27 (1991)*). *Rule 37(b)(2)* provides a non-exclusive list of possible sanctions, including that certain facts be taken as established at trial; that a party may be precluded from offering certain evidence; that pleadings may be stricken or the action dismissed with prejudice. *See Fed. R. Civ. P. 37(b)(2)(A)* and *(d)(3)*. However, because of the possible impact of *Rule 37* sanctions, courts do not enjoy unfettered discretion in imposing them. *Thompson v. U.S. Dept. of Hous. & Urban Dev., 219 F.R.D. 93, 102 (D. Md. 2003)*.

The sanctions requested by OneWest are quite harsh. Precluding evidence typically requires some strong evidence of prejudice. *Bethesda Softworks LLC v. Interplay Entm't Corp., No. DKC 09-2357, 2011 U.S. Dist. LEXIS 44397, 2011 WL 1559308, at *6 (D. Md. Apr. 25, 2011)*. [*11] "Preclusion is a harsh sanction preserved for exceptional cases where . . . a party's failure to provide the requested discovery results in prejudice to the resulting party." *Passlogix, Inc. v. 2FA Tech., LLC, 708 F. Supp. 2d 378, 421 (S.D.N.Y. 2010)*. While there certainly is some degree of delay resulting from Plaintiff's questionable compliance with the mandates of discovery, I do not find that it amounts to prejudice sufficient to warrant imposing the harsh sanctions suggested by OneWest. First, Plaintiff now has provided responses to OneWest's discovery requests. [2] Second, the evidence is important to Plaintiff's case. For the court to preclude evidence as to any alleged damages could prove fatal to Plaintiff's ability to prove his case. *Thompson, 219 F.R.D. at 104*; *see also Khosmukhamedov v. Potomac Electric Power Co., No. AW-11-449, 2012 U.S. Dist. LEXIS 66259, 2012 WL 1670152, at *4 (D. Md. May 11, 2012)*. Whether and to what extent Plaintiff suffered damages as a result of OneWest's conduct are key issues in this case, and Plaintiff should be permitted to introduce evidence on these topics to counter OneWest's defenses.

2 If OneWest requires a reasonable scheduling modification to accommodate the late responses, [*12] the modification is likely to be granted when sought.

OneWest next submits that additional discovery sanctions should be imposed against Plaintiff's counsel because of his improper connection of his discovery obligations to the ongoing settlement negotiations between the parties. Def.'s Mot. 6. Specifically, OneWest contends that Plaintiff attempted to hold his discovery responses hostage until he obtained a satisfactory response to his settlement demand. *Id.* at 7. In *Jayne H. Lee*, the plaintiff refused to provide discovery because it contended that the defendant's discovery responses were inadequate and "unilaterally decided to hold the plaintiff's discovery responses hostage until he obtained discovery responses which met his satisfaction." *Jayne H. Lee, 173 F.R.D. at 656*. The Court found this impropriety violated the Federal Rules of Procedure and determined that further sanctions likely were warranted. *Id. at 656-57*. However, OneWest's reliance on *Jayne H. Lee* is flawed.

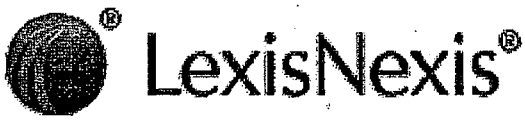
In this case, counsel for the plaintiff was unable to respond on time to OneWest's interrogatories and requests for production of documents because of his recent and serious illness coupled with a significant case [*13] load. Beyond Counsel's email response to OneWest on January 9, 2013, indicating that he either could respond to discovery requests or engage in settlement negotiations, nothing suggests that he intended to withhold discovery responses for any reason other than his illness. Moreover, unlike in *Jayne H. Lee*, nothing suggests that the reason Plaintiff did not respond to discovery requests was because OneWest also failed to respond to discovery requests. *Jayne H. Lee, 173 F.R.D. at 656*. This is not a case where counsel is arguing that two wrongs make a right. Accordingly, OneWest's argument is without merit and the Court will not impose further substantive or potentially case-dispositive sanctions.

For the reasons set forth above, OneWest's Motion to Compel And For Discovery Sanctions, will be granted in part and denied in part. A separate order will be filed with this memorandum.

Dated: April 11, 2013

/s/ Stephanie A. Gallagher

United States Magistrate Judge



LORRAINE DONIN; BRUCE DONIN; and WILLIAM MORELL, Plaintiffs, v. EDWARD J. McALOON; and PAMELA W. McALOON, Defendants/Third-Party Plaintiffs, v. CURTIS C. CRAWFORD; UTAH MOUNTAIN PROPERTIES, LLC; and MICHAEL L. RATHBONE, d/b/a Michael Rathbone Grading, Third-Party Defendants/Plaintiffs, v. HMH CONSTRUCTION COMPANY, INC.; and HARRY HARMON, Additional Third-Party Defendants.

1:09cv387

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA, ASHEVILLE DIVISION

2011 U.S. Dist. LEXIS 53879

May 18, 2011, Decided
May 18, 2011, Filed

COUNSEL: [*1] For Bruce Donin, Lorraine Donin, William Morell, Plaintiffs: David A Wijewickrama, LEAD ATTORNEY, Brown, Taylor & Wijewickrama, P.A., Waynesville, NC; Edward D. Buckley, LEAD ATTORNEY, PRO HAC VICE, Buckley & Klein, LLP, Atlanta, GA; , Jason Scott Taylor, Brown, Taylor & Wijewickrama, Waynesville, NC.

For Edward J. McAloon, Pamela W. McAloon, Defendants, ThirdParty Plaintiffs: Ervin Lincoln Ball, Jr., LEAD ATTORNEY, Ball, Barden & Bell, P.A., Asheville, NC.

For Curtis C Crawford, Utah Mountain Properties, LLC, Defendants: Brady James Fulton, Isaac Noyes Northup , Jr., Robert Eugene Allen, Jr., LEAD ATTORNEYS, Northup, McConnell & Sizemore, Asheville, NC.

For Curtis C Crawford, Utah Mountain Properties, LLC, ThirdParty Plaintiffs: Brady James Fulton, Isaac Noyes Northup , Jr., Robert Eugene Allen, Jr., LEAD ATTORNEYS, Northup, McConnell & Sizemore, Asheville, NC.

For HMH Construction Company, Inc., ThirdParty Defendant: W. James Johnson, LEAD ATTORNEY, Van Winkle Law Firm, Asheville, NC.

For Harry Harmon, ThirdParty Defendant: W. James Johnson, Van Winkle Law Firm, Asheville, NC.

JUDGES: Dennis L. Howell, United States Magistrate Judge.

OPINION BY: Dennis L. Howell

OPINION

ORDER

Pending before the Court is the Motion to [*2] Compel [# 110] filed by Defendants Edward and Pamela McAloon ("Defendants"). This action arises out of a landslide that destroyed Plaintiffs' house. Defendants move to compel Plaintiffs Lorraine and Bruce Donin ("Plaintiffs") to produce documents responsive to their Fourth Request for Production of Documents. Plaintiffs did not file a response to Defendants' motion. The Court

GRANTS Defendants' motion.

I. Background

In 2005, Defendants build a home on property in Haywood County, North Carolina. Plaintiffs allege that although Defendants were informed of erosion hazards and other hazards related to the slope of the land on their property, they went ahead and built a residential dwelling on the property. After the completion of the home, the Haywood County Erosion and Sediment Control Office inspected the property and warned Defendants of the slope on their property.

Approximately two years later, Plaintiffs built a residence below the Defendants' property. Plaintiffs used this residence as their primary home. In 2009, the slope on the Defendants' property failed, causing a landslide that destroyed Plaintiffs' home. Plaintiffs were inside the house at the time. This action ensued.

In Count [*3] III of the Complaint, Plaintiffs assert a state law claim for negligent infliction of emotional distress. Plaintiffs contend that they suffered emotional trauma, including the fear that they would die in the landslide. In addition, Plaintiffs contend that they continue to suffer severe emotional and physical distress as a result of the landslide.

During her deposition, Plaintiff Lorraine Donin testified that financial stresses were ongoing at the time of the landslide. One of the causes of stress was a notice for unpaid or back taxes from the Internal Revenue Service. Subsequently, Defendants served Plaintiffs with their Fourth Request for Production of Documents, which requested:

> (1) Copies of all Federal Tax returns including any audit letters from the Internal Revenue Service for the years 2005 to the present.
>
> (2) Copies of any requests for payment of back taxes and/or assessments from the Internal Revenue Service for the years 2005 to the present.
>
> (3) Copies of all legal actions in which either of the Donnis have been a party, including foreclosure actions within the past six years.

Plaintiffs objected to these requests on the grounds that they were not reasonably calculated to lead [*4] to the discovery of admissible evidence, violated Plaintiffs' privacy, and are calculated to harass and intimidate Plaintiffs. Defendants then moved to compel production of the documents. Plaintiffs failed to file a response to the Motion to Compel.

II. Legal Standard

Generally speaking, parties are entitled to discovery regarding any non- privileged matter that is relevant to any claim or defense. *Fed. R. Civ. P. 26(b)(1).* "Relevant information need not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence." Id. Where a party fails to respond to an interrogatory or a request for production of documents, the party seeking discovery may move for an order compelling an answer to the interrogatories or the production of documents responsive to the request. *Fed. R. Civ. P. 37(a)(3)(B).* "Over the course of more than four decades, district judges and magistrate judges in the Fourth Circuit . . . have repeatedly ruled that the party or person resisting discovery, not the party moving to compel discovery, bears the burden of persuasion." *Kinetic Concepts, Inc. v. ConvaTec Inc., 268 F.R.D. 226, 243 (M.D.N.C. 2010)* (collecting [*5] cases); *Mainstreet Collection, Inc. v. Kirkland's, Inc., 270 F.R.D 238, 241 (E.D.N.C. 2010).*

III. Analysis

Tax returns in the possession of the taxpayer, rather than the IRS, are not privileged and are generally subject to discovery. See *St. Regis Paper Co. v. U.S. 368 U.S. 208, 218-219, 82 S. Ct. 289, 7 L. Ed. 2d 240 (1961)* (dictum); *Terwilliger v. York Int'l Corp., 176 F.R.D. 214, 216 (W.D. Va. 1997).* Courts, however, have recognized that the unnecessary disclosure of tax returns should be avoided. [1] *Terwilliger, 176 F.R.D at 216.* Accordingly, the Court may only order the disclosure of tax returns where the returns are relevant to the subject matter in dispute, and the returns are necessary because the information cannot be obtained from another source. *Id.; A. Farber and Partners, Inc. v. Garber, 234 F.R.D. 186, 191 (C.D.Cal. 2006); Aliotti v. Vessel Senora, 217 F.R.D. 496, 497-98 (N.D. Cal. 2003); Hilt v. SFC Inc., 170 F.R.D. 182, 189 (D. Kan. 1997).* The party seeking discovery of the returns has the initial burden of establishing their relevance to the dispute. *Terwilliger,*

176 F.R.D. at 217. Once the party seeking disclosure meets this burden, the burden shifts to the party resisting discovery [*6] to identify an alternative source for the information. Id.

> 1 Although it is not clear whether the request for payment of back taxes or assessments from the IRS would fall under the same rule, the Court will treat the requested tax related documents as subject to the same policy as tax returns.

Defendants have satisfied their burden of demonstrating that the tax returns and related tax documents are relevant. In order to prevail on their claim for negligent infliction of emotional distress, Plaintiffs will have to prove that Defendants' conduct caused Plaintiffs severe emotional distress. *Foster v. Crandell 638 S.E.2d 526, 537, 181 N.C. App. 152 (N.C. Ct. App. 2007)*; *Robblee v. Bud Servs., Inc., 136 N.C. App. 793, 525 S.E.2d 847, 849 (N.C. Ct. App. 2000)*. "The plaintiff must show that the distress suffered was 'a proximate and foreseeable result of the defendant's negligence.'" *Robblee, 525 S.E.2d at 849* (quoting, *Sorrells v. M.Y.B. Hospitality Ventures of Asheville, 334 N.C. 669, 435 S.E.2d 320, 322 (N.C. 1993)*). By showing that Plaintiffs were dealing with additional sources of stress at the time of the landslide, Defendants may argue that any emotional distress was caused by Plaintiffs' existing financial situation and the receipt [*7] of the request for payment of back taxes from the IRS, rather than the landslide. Thus, this information is relevant to whether the conduct of Defendants in fact caused Plaintiffs' emotional distress. Defendants have satisfied their burden of showing that the returns are relevant to the subject matter of this dispute. See *Terwilliger, 176 F.R.D at 216.*

The burden, therefore, shifts to Plaintiffs to demonstrate that this information is available from some other source. Id. By failing to respond to the Motion to Compel, Plaintiffs have not satisfied their burden. Moreover, Plaintiffs have not set forth any other grounds for restricting the disclosure of these documents in response to Defendants' motion. Accordingly, the Court **GRANTS** the Motion to Compel as to Requests 1 and 2. Plaintiffs shall produce all documents responsive to these requests. The Court **DIRECTS** the parties to confer and submit an appropriate protective order to the Court limiting the disclosure of these documents. The parties may agree to redact personal information contained in the returns that is not relevant to the subject matter of this dispute.

Request 3, which seeks copies of all legal actions in which either of [*8] the Plaintiffs have been a party within the past six years, is not subject to the discovery limitations on tax returns. In response to Defendants' motion, Plaintiffs have not presented the Court with any reason why the Court should not compel the production of these documents. Accordingly, the Court finds that Request 3 is appropriate, and Plaintiffs shall produce all documents responsive to this requests. The Court **GRANTS** the Motion to Compel as to Request 3.

IV. Conclusion

The Court **GRANTS** Defendants' Motion to Compel [# 110]. The parties shall submit a protective order to the Court within ten (10) days of the entry of this Order. Plaintiffs shall produce all documents responsive to Defendants' Fourth Request for Production of Documents within ten (10) days after the entry of the protective order. The Court also **DIRECTS** Plaintiffs to **SHOW CAUSE** in writing within ten (10) days of the entry of this Order why the Court should not award Defendants their costs, including their reasonable attorneys' fees, pursuant to *Rule 37(a)(5)(A)*.

Signed: May 18, 2011

/s/ Dennis L. Howell

Dennis L. Howell

United States Magistrate Judge



8 of 86 DOCUMENTS

BOBBY J KINSER, Plaintiff, v. UNITED METHODIST AGENCY FOR THE RETARDED - WESTERN NORTH CAROLINA, INC., d/b/a UMAR, Defendant.

CIVIL ACTION NO. 3:13-CV-175-RJC-DCK

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA, CHARLOTTE DIVISION

2014 U.S. Dist. LEXIS 5028

January 14, 2014, Decided
January 15, 2014, Filed

COUNSEL: [*1] For Bobby J Kinser, Plaintiff: Todd J. Combs, Combs Law, PLLC, Mooresville, NC.

For United Methodist Agency for the Retarded - Western North Carolina, Inc., Defendant: John Doughty Cole, LEAD ATTORNEY, Nexsen Pruet, PLLC, Charlotte, NC; Dedria Harper Kolb, Charlotte, NC.

JUDGES: David C. Keesler, United States Magistrate Judge.

OPINION BY: David C. Keesler

OPINION

ORDER

THIS MATTER IS BEFORE THE COURT on "Defendant's Motion To Compel Or Dismiss" (Document No. 9) and "Plaintiff's Motion To Extend Deadline For Discovery" (Document No. 15). These motions have been referred to the undersigned Magistrate Judge pursuant to *28 U.S.C. § 636(b)*, and immediate review is appropriate. Having carefully considered the motions, the record, and applicable authority, the undersigned will grant in part and deny in part "Defendant's Motion To Compel...," and deny as moot "Plaintiff's Motion To Extend Deadline For Discovery."

I. BACKGROUND

Bobby J. Kinser, ("Plaintiff" or "Kinser") initiated this action with the filing of his "Complaint" (Document No. 1) on March 19, 2013. Plaintiff asserts claims for sex and age discrimination pursuant to Title VII of the Civil Rights Act against his former employer United Methodist Agency For The Retarded [*2] - Western North Carolina, Inc. ("Defendant" or "UMAR"). Defendant filed its "Answer To Complaint" (Document No. 4) on May 3, 2013. On May 30, 2013, the Court issued a "Pretrial Order And Case Management Plan" (Document No. 8), which included the following pertinent deadlines: discovery completion - January 10, 2014; Mediation January 28, 2014; Dispositive Motions - February 10, 2014; and Trial - May 5, 2014.

"Defendant's Motion To Compel Or Dismiss" (Document No. 9) was filed on October 8, 2013. "Plaintiff's Opposition ...." (Document No. 10) was filed October 25, 2013; and the "Reply to Plaintiff's Opposition..." (Document No. 11) was filed November 4, 2011. Also pending before the Court is "Plaintiff's Motion To Extend Deadline For Discovery" (Document No. 15).

II. STANDARD OF REVIEW

Rule 26 of the Federal Rules of Civil Procedure provides that:

> Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense including the existence, description, nature, custody, condition, and location of any documents or other tangible things and the identity and location of persons who know of any discoverable matter. For good cause, the court may order [*3] discovery of any matter relevant to the subject matter involved in the action. Relevant information need not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence.

Fed.R.Civ.P. 26(b)(1). The rules of discovery are to be accorded broad and liberal construction. See *Herbert v. Lando, 441 U.S. 153, 177, 99 S. Ct. 1635, 60 L. Ed. 2d 115 (1979)*; and *Hickman v. Taylor, 329 U.S. 495, 507, 67 S. Ct. 385, 91 L. Ed. 451 (1947)*. However, a court may "issue an order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense." *Fed.R.Civ.P. 26(c)(1)*.

Whether to grant or deny a motion to compel is generally left within a district court's broad discretion. See *Lone Star Steakhouse & Saloon, Inc. v. Alpha of Va., Inc., 43 F.3d 922, 929 (4th Cir. 1995)* (denial of motions to compel reviewed on appeal for abuse of discretion); *Erdmann v. Preferred Research Inc., 852 F.2d 788, 792 (4th Cir. 1988)* (noting District Court's substantial discretion in resolving motions to compel); and *LaRouche v. National Broadcasting Co., 780 F.2d 1134, 1139 (4th Cir. 1986)* (same).

> If the motion is granted - or if the disclosure or requested discovery is provided after the motion was [*4] filed - the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant's reasonable expenses incurred in making the motion, including attorney's fees.

Fed.R.Civ.P. 37(a)(5)(A). Likewise, if a motion is denied, the Court may award reasonable expenses, including attorney's fees, to the party opposing the motion. *Fed.R.Civ.P. 37(a)(5)(B)*.

III. DISCUSSION

By the pending motion, Defendant moves

> to compel Plaintiff to produce all documents that are responsive to Defendant's Interrogatory Requests Nos. 10, 11, and 12 and Defendant's Document Requests Nos. 7 and 8, or, in the alternative, to dismiss any and all claims for damages for medical expenses, emotional pain, mental anguish, pain and suffering, and physical, mental or emotional injuries arising from Plaintiff's claims.

(Document No. 9, p.1). Defendant actually presents little, if any, argument or authority supporting dismissal of any claims; as such, the undersigned will construe the pending motion as a motion to compel, only.

The discovery requests at issue, and their responses, are as follows:

> 10. In paragraph [*5] 8 of the Prayer for Relief in his Complaint, Plaintiff requests damages for "mental anguish and pain and suffering caused by Defendant." State the name and address of each physician, psychiatrist, psychologist, counselor, or any other healthcare provider **Plaintiff has seen in regard to these alleged damages;** the name and address of each hospital treatment center or other healthcare institution in which Plaintiff received treatment; and the date(s) when such treatment was provided.
>
> RESPONSE:
>
> Plaintiff has no health insurance and has been unable to secure proper health care treatment.

11. For each instance in which Plaintiff received counseling or treatment for any type of mental, psychological, and/or emotional issues during the ten (10) years prior to the alleged incident(s) **which form the basis of his claims against Defendants,** identify the person or entity for whom Plaintiff received his counseling or treatment; the approximate date(s) on which Plaintiff received such counseling or treatment; and describe the reason(s) for counseling or treatment.

RESPONSE:

Plaintiff went to marriage counseling around 2007 for about 3-4 sessions. In March 2012 after Plaintiff's termination, Plaintiff [*6] spoke to his physician about his termination. The physician did not prescribe any medical treatment for Plaintiff related to anxiety/depression because Plaintiff did not have health insurance.

12. Identify by name, address, and practice group (if any) all doctors, therapists, clinics, hospitals, and other healthcare providers who have provided healthcare treatment to Plaintiff since 2002, and for each provider, state the date(s) and reason(s) for such treatment.

RESPONSE:

Jeffrey A. Berger, MD
Lakeside Family Physicians
16525 Holly Crest Lane, Suite 150
Huntersville, NC 28078

(Annual physicals/monitoring of cholesterol)

. . .

DOCUMENT REQUEST 7:

All progress notes, prescriptions or medication information, insurance statements, records, bills, providers' statements, receipts, invoices, and other documents related to any treatment, counseling, or other care or services provided to Plaintiff by any physician, psychiatrist, psychologists, psychoanalyst, social worker, therapist, counselor, or other individual **identified in response to Interrogatory Nos. 10, 11 and 12.** Defendants request that Plaintiff execute and return the attached authorization for release of medical records (Attach. A., authorization [*7] for Release of Information) **for each of the healthcare providers identified in responses to these interrogatories.**

RESPONSE:

Plaintiff objects to Request No. 7 on the grounds that it is overly broad as to the time and scope, unduly burdensome and seeks information that is not relevant to the subject matter of this lawsuit and seeks the production of documents that are neither relevant, to his action nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Plaintiff will produce medical information related to the claims in this action: None to date.

DOCUMENT REQUEST 8:

Any and all documents that show or tend to show Plaintiff's alleged "mental

anguish and pain and suffering," which he allegedly experienced as a result of the events that are the subject matter of this action.

RESPONSE:

See attached.[1]

(Document No. 9-4, pp.8-9, 13) (emphasis added).

1 It is unclear to the undersigned what information "See attached" is referencing. It does not appear that either party included the attachment(s) with their briefs.

After careful review of the parties' arguments and authority, it appears to the undersigned that Plaintiff has [*8] adequately responded to Defendant's Interrogatory Requests Nos. 10, 11 and 12.[2] According to Plaintiff, the only healthcare provider Plaintiff has seen since 2002 is Dr. Jeffrey A. Berger. (Document No. 9-4, p.9). Moreover, Plaintiff asserts that he has not been seen or treated "in regard to these alleged damages." (Document No. 9-4, p.8).

2 Plaintiff's counsel states that he was "unable to locate, obtain or read any of the other cases cited" by Defendant. (Document No. 10-5, p.8). It appears that most, if not all, of the cases cited by Defendant are decisions by the Fourth Circuit and the U.S. District Courts in North Carolina, that should not be difficult to locate. To the extent counsel fails or declines to review cases important to issues pending before the Court, he is respectfully advised to avail himself of an adequate legal search engine, law library, or other appropriate source for legal research. To do otherwise is a disservice to this Court and to his clients.

However, it does appear that Plaintiff's responses to Document Request Nos. 7 and 8 are somewhat deficient. There is no dispute that Plaintiff has seen Dr. Berger, and even discussed the underlying facts of this case [*9] with Dr. Berger. (Document No. 10-5, p.4). As such, the undersigned agrees that the production requested by Document Request Nos. 7 and 8, at least as relates to Dr. Berger, is discoverable and has been inappropriately withheld.

To the extent Defendant seeks a Release of Information for all of Plaintiff's medical records for the ten (10) years prior to the filing of this lawsuit, the undersigned agrees that such request is overly broad. Instead, the undersigned directs Plaintiff to provide the information requested by Document Request No. 7 for the three (3) years immediately preceding the filing of this lawsuit, or to issue an appropriate Release of Information allowing Defendant to seek the same. Presumably, such production will only involve information related to Plaintiff's visits with, and/or treatment prescribed by, Dr. Berger; however, Plaintiff shall affirm in writing to Defendant that Dr. Berger is the only healthcare provider he has seen from March 19, 2010, through the present. In addition, Plaintiff shall fully respond, and/or supplement his response, to Document Request No. 8.

At this time the Court will deny without prejudice both parties' requests for costs and fees; either [*10] party may renew its request, if there is a failure to appropriately complete discovery in this matter.

The undersigned recognizes that the "Plaintiff's Motion To Extend Deadline For Discovery" (Document No. 15) is not yet fully ripe. See (Document No. 16). Based on the Court's decision on the motion to compel, and in the interests of judicial economy, the undersigned will *sua sponte* extend certain deadlines in this case and deny Plaintiff's motion as moot.

IV. CONCLUSION

IT IS, THEREFORE, ORDERED that "Defendant's Motion To Compel Or Dismiss" (Document No. 9) is **GRANTED in part and DENIED in part.** Plaintiff shall respond to the requested discovery as directed herein, on or before **January 29, 2014.**

IT IS FURTHER ORDERED that the case deadlines are revised as follows:

Discovery Completion	**February 10, 2014;**

Mediation Report	**February 21, 2014;**
Dispositive Motions	**February 28, 2014.**

IT IS FURTHER ORDERED that "Plaintiff's Motion To Extend Deadline For Discovery" (Document No. 15) is **DENIED AS MOOT.**

SO ORDERED.

Signed: January 14, 2014

/s/ David C. Keesler

David C. Keesler

United States Magistrate Judge

11403

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **DEFENDANTS' MEMORANDUM OF LAW REGARDING SANCTIONS UNDER RULE 37, SCRCP**

NOW COME Defendants Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce (hereinafter "SCDEW") (collectively the "Defendants"), by and through counsel, and present this Memorandum of Law regarding sanctions available to the Court. The Defendants respectfully request the following:

(1) that this Court dismiss the action filed by Plaintiff Kerry Paul (hereinafter the "Plaintiff") with prejudice as the appropriate sanction for Plaintiff's failure to respond to specific requests for discovery in violation of Rule 37, SCRCP, and/or,

(2) that this Court dismiss this action with prejudice as the appropriate sanction for Plaintiff's breach and use of information protected by the Defendants' attorney-client privilege.

LEGAL STANDARD UNDER RULE 37, SCRCP

Under Rule 37(b)(2)(C), SCRCP, when a party fails to comply with a discovery order, the trial court has the discretion to impose a sanction it deems just, including an order dismissing the action. *Barnette v. Adams Bros. Logging, Inc.*, 355 S.C. 588, 593, 586 S.E.2d 572, 575 (2003). Absent an abuse of discretion, the trial court's imposition of discovery sanctions will not

be reversed on appeal, and the party appealing from the order of sanction carries the burden of proving an abuse of discretion occurred. *Id.*

"In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *McNair v. Fairfield County,* 379 S.C. 462, 467, 665 S.E.2d 830, 832-833 (S.C. App. 2008) (citation omitted) (trial court properly dismissed suit where it considered the appropriate factors and determined that County's willful disobedience of previous orders warranted the severe sanction of dismissal); *see also Barnette*, 355 S.C. at 595, 586 S.E.2d at 576 ("Given Evelyn Barnette's persistent refusal to comply with the trial court's orders, particularly her failure to authorize release of her social security records, we find the court acted within its discretion in dismissing her action").

APPLICATION OF THE LEGAL STANDARD UNDER RULE 37, SCRCP, TO THE INSTANT CASE

Plaintiff's actions in this case have demonstrated bad faith and "willful disobedience" of this Court's rules and directives. *McNair,* 379 S.C. at 467, 665 S.E.2d at 832-833. In the hearing on these matters on July 23, 2014, this Court made clear that the parties were proceeding, from that moment forward, under Rule 37, SCRCP. (Hearing Transcript, p. 29). However, Plaintiff has still not named the witnesses relevant to her defamation claims as requested by Defendants and as directed by this Court. For that reason, this Court should strike the Plaintiff's Complaint and dismiss it with prejudice.

Plaintiff's refusal to identify witnesses that may support her defamation claim has a long, frustrating, and conflicted history.

- In Plaintiff's initial responses to Defendants' Interrogatories from May 30, 2014,

Plaintiff failed to identify persons receiving the alleged defamatory statements. Instead, she stated variously that "[t]he names of these employees are already known to Defendants" (Interrogatories No. 24 or No. 29), or simply refused to divulge the names of the alleged witnesses because she was "**extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided**" (Interrogatories No. 26, 28, 31, or 32).

- At the hearing on Defendants' Motion to Compel on July 23, 2014, Plaintiff's Counsel indicated she could not release the names of the witnesses because **she had been retained by "more than one employee at the Department of Employment and Workforce" and she was "afraid they will be terminated..[and] retaliated against" if their identities as witnesses were revealed**. Plaintiff's Counsel was also clear that these persons, who are her clients, are "20- to 25-year employees at DEW" and that she was "not allowed to divulge their names without their permission. If I do so and put them in a position where they will be retaliated against, I'm not allowed to do that either." (Hearing Transcript, pp. 27-28).

- Despite Plaintiff's commitment following the hearing on July 23, 2014 to respond fully to the discovery requests, Plaintiff failed to do so **again** in her responses from August 5, 2014. At that meeting, Plaintiff also referenced statements from an internal meeting at SCDEW that were **clearly covered by the attorney-client**

privilege,[1] and did so without any permission from SCDEW to waive the privilege.

- When these deficiencies were pointed out in Defendants' letter of August 6, 2014, Plaintiff again attempted to supplement her responses on August 12, 2014. At this point, Plaintiff referenced a few persons as the source of various statements – primarily third-party or hearsay statements – that Plaintiff characterized as defamatory. However, **none** of the persons identified by Plaintiff as witnesses[2] to these statements fit the Plaintiff's own definition of the persons she was allegedly protecting. More specifically, **none of these persons were current employees of SCDEW against whom the Defendants could retaliate, which both Plaintiff and her counsel gave as the reason for their earlier recalcitrance**. Furthermore, the information provided in the letter of August 12, 2014 differs from her letter of August 5, 2014, including material factual differences (e.g., dates, attendees, etc.).

---

[1] These privileged communications involved legal advice rendered to SCDEW by its outside counsel, including Thad Westbrook, Esq.

[2] Plaintiff has not provided the Defendants with a separate list of employees, but when gleaned from Plaintiff's responses from August 12, 2014 (pp. 2-4), the list appears to include the following:

- Mark Gore, the husband of "one of her friends at DEW."
- Plaintiff's Counsel herself, allegedly reporting her conversations with two non-SCDEW officials, Ted Pitts and Swati Patel of the Governor's Office.
- David Salley, a former SCDEW employee who resigned in June 2012, and who Plaintiff admits was not present at any the referenced meetings.
- Lisa Sox, identified as a staff employee of S.C. State Senator Thomas C. Alexander, who was also not present at the referenced meetings.
- Ken Moffitt, identified as the S.C. Senate General Counsel, who was also not present at the referenced meetings.

- Plaintiff has apparently continued this subterfuge by producing her cell phone records only after **redacting** information related to the calls made between Plaintiff and employees of SCDEW. Plaintiff can assert no credible reason for these redactions, as set forth in Defendants' letter of August 21, 2014.

For these reasons, Plaintiff's reasons for earlier failing to disclose the names of these witnesses (identified in footnote 2) were either (1) knowingly false, as none of them are "long-term" SCDEW employees against whom Defendants might retaliate, (2) accurate, and Plaintiff is continuing to withhold the names of persons who have presented information to Plaintiff concerning her claims.

As such, Plaintiff's continuing subterfuge and defiance of the rules of this Court and this Court's own directives provides ample evidence that she has acted with bad faith and "willful disobedience," which has caused continuing, significant, and escalating damage to the ability of Cheryl Stanton and SCDEW to defend themselves, or even to know the precise nature of Plaintiff's claims against them. For this reason alone, Plaintiff's suit should be dismissed with prejudice.

BREACH OF SCDEW'S ATTORNEY-CLIENT PRIVILEGE

Plaintiff has also knowingly accessed information that is protected by the Defendant's attorney-client privilege, has knowingly disclosed the privileged information, and now seeks to use it to support her claims.

Plaintiff's response on August 5, 2014, references statements made by Thad Westbrook at a meeting allegedly on January 3, 2014. Mr. Westbrook is an attorney with Nelson Mullins Riley & Scarborough, LLP, hired by SCDEW to render legal advice concerning the data breach

incident occasioned by Plaintiff. Plaintiff references statements allegedly made by Mr. Westbrook while in the course of his rendering legal advice to SCDEW employees.

In the Defendants' response of August 6, 2014, Defendants stated the following to Plaintiff's counsel:

> One of your client's answers raises a very serious issue regarding the breach of SCDEW's attorney-client privilege with a law firm it hired to give legal advice and guidance to SCDEW employees concerning issues relevant to this case. Specifically, at the top of page of 3 of your responses, your client has referenced statement(s) allegedly made by Thad Westbrook, Esq., an attorney with Nelson Mullins Riley & Scarborough, LLP, during a purported meeting with several SCDEW employees on January 3, 2014.
>
> Further, your client's response clearly acknowledges that the only persons present at the alleged meeting were SCDEW employees and SCDEW legal counsel. For that reason alone, and the clear nature of the privileged communications at issue, we are very troubled by your client's knowledge of privileged communications, as well as the failure to protect these privileged communications. See *Camden v. State of Maryland*, 910 F. Supp. 1115, 1116 (D. Md. 1996).
>
> This reference is, in our view, a clear breach of SCDEW's attorney-client privilege with its lawyers at Nelson Mullins Riley & Scarborough, LLP. SCDEW has certainly given no current or former employee of SCDEW the authority to breach this privilege, and your client's use of this purported communication is entirely unauthorized. For that reason, you and your client must identify the source of the breach no later than **close of business on Thursday, August 7, 2014**. SCDEW also reserves the right to pursue its remedies, including steps to protect its privileged communications.

On August 12, 2014, in supplementary responses to the Defendants' discovery requests, Plaintiff again disclosed the Defendants' privileged information and relied on it in support of her claims. Specifically, Plaintiff referenced statements made by Mr. Westbrook at a meeting – this time allegedly on January 7, 2014, not January 3, 2014 – as well as another unnamed attorney from Nelson Mullins Riley & Scarborough, LLP. Plaintiff's alleged source of this information was David Salley, the former SCDEW employee who resigned in June 2012. As with her earlier breach of SCDEW's privileged information, Plaintiff referenced statements allegedly made by

Mr. Westbrook – and possibly another Nelson Mullins attorney – while in the course of rendering legal advice to SCDEW employees.

Even after receiving a direct notice of the breach from the Defendants, Plaintiff has knowingly persisted in publicizing and seeking to use the Defendants' privileged information. The Defendants have not only placed Plaintiff on notice of the breach, they are also producing affidavits of persons present at the December 27, 2013 meeting with the attorneys from Nelson, Mullins, Riley & Scarborough, LLP, which detail the date and time of the meeting, the persons present, and the lack of any disclosure of the privileged information.[3]

For these reasons, Plaintiff has engaged in a breach of the Defendants' attorney-client privilege that places the Defendants in an untenable and grossly prejudicial position. In order to correct the inaccuracies or defend against Plaintiff's use of this privileged information, the Defendants must disclose the contents of their communications with their legal counsel. At that point, Plaintiff will no doubt argue that the Defendants have voluntarily breached the attorney-client privilege, and will attempt to force the Defendants to disclose other aspects of their privileged communications with their counsel. Conversely, if the Defendants do not disclose the content of these privileged discussions, Plaintiff will unfairly and inaccurately allege to the public and to this Court that the Defendants' silence is an implicit admission. This type of gross prejudice is the type of the abuse that the attorney-client privilege is designed to prevent, and that the Court must remedy.

In the instant case, Plaintiff's deliberate breach of the Defendants' privilege, and her continued use of the Defendants' privileged information, is ample evidence of "bad faith" and extreme prejudice to the Defendants. Because a court should consider such factors as the

[3] Furthermore, these affidavits affirm that Plaintiff's rendition of the meeting – such as the date it occurred, the attendees at the meeting, and the total number of persons at the meeting – is inaccurate.

"precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice," when fashioning a sanction, dismissal is the appropriate remedy for Plaintiff's acts. *McNair,* 379 S.C. at 467, 665 S.E.2d at 832-833. With complete and utter disregard for the Defendants' privileged information, Plaintiff has procured the privileged information, has reviewed it, and now purports to use it in support of her claim. In this case, Plaintiff's gross breach of the Defendants' attorney-client privilege warrants dismissal of Plaintiff's case with prejudice. Quoting from a case in which the plaintiff obtained and sought to use information that was clearly protected by attorney-client privilege, the court noted as follows:

> But it is not enough that Plaintiff be prevented from using Redmond's testimony in court. **MBRR has listened in at the legal confessional. It has gained access to confidential information that is damaging to Defendants whether or not it becomes formal evidence in the case.** MBRR has forever deprived BSU of obtaining a protective order that might have restricted their inquiry in the first place. **Merely keeping undeniably confidential materials out of evidence cannot suffice since it would invite wholesale incursions into protected realms.** Given the actions of MBRR in this case—in initiating *ex parte* contact with Redmond in the first place, in failing to take proper precautions regarding the disclosure of protected information by him, and ultimately because the knowledge they wrongly obtained can never be erased from their minds—the Court will grant Defendants' Motion to Disqualify MBRR from these proceedings.

Camden v. State of Maryland, 910 F. Supp. 1115, 1124 (D.Md. 1996) (suppressing evidence and disqualifying counsel in face of acquisition and examination of defendant's confidential, privileged information) (emphasis added). Similarly, in this case, Plaintiff has absolutely "listened in at the legal confessional" and cannot, at this point, "un-ring" the bell, making dismissal with prejudice the only appropriate remedy at hand.

CONCLUSION

Because of Plaintiff's guileful attempts to skirt the requirements of this Court and the Court's own directives, and/or because of Plaintiff's brazen breach and use of the Defendants' privileged information, the Defendants respectfully request that the Court DISMISS Plaintiff's

claims against them with prejudice, and GRANT the Defendants such other relief as the Court deems just and proper.

Dated this the 8th day of September, 2014.

Respectfully submitted,

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual apacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **INDEX AND ATTACHMENTS IN SUPPORT OF DEFENDANTS' MEMORANDUM OF LAW REGARDING SANCTIONS UNDER RULE 37, SCRCP**

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STATE OF SOUTH CAROLINA

IN THE CIVIL COURT

COUNTY OF RICHLAND

KERRY PAUL, Plaintiff, -vs- CHERYL STANTON, ET AL, Defendants.	TRANSCRIPT OF RECORD 14-CP-40-00271

July 23, 2014
Columbia, South Carolina

B E F O R E:

HONORABLE ROBERT E. HOOD , Judge.

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

NANCY BLOODGOOD, Esquire
Attorney for the Plaintiff

EUGENE H. MATTHEWS, Esquire
Attorney for the Defendants

L. COCONUT PANTSARI, R.P.R.
Circuit Court Reporter

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(The following proceedings are reported on July 23, 2014.)

THE COURT: We are on the record, I think, in number ten, Ms. Pantsari, 2014-CP-40-271. This is Kerry Paul versus Cheryl Stanton; is that right?

MS. BLOODGOOD: That's right, Your Honor.

THE COURT: Who is here for Ms. Paul?

MS. BLOODGOOD: I am, Nancy Bloodgood, from Charleston.

THE COURT: Great. Welcome. And?

MR. MATTHEWS: Gene Matthews, yes, sir, for the Defendants.

THE COURT: And this is the Defendant's motion for protective order?

MR. MATTHEWS: It is, Your Honor.

THE COURT: And Defendant's motion to compel; is that correct?

MR. MATTHEWS: That's correct, Your Honor. There are two motions on the docket for today. First is the motion for protective order. With your permission I think it might make more sense to do the motion to compel first and then address the protective order.

THE COURT: Whatever makes you happy.

MR. MATTHEWS: Very good, Your Honor. If I may approach?

THE COURT: Yes, sir.

MR. MATTHEWS: What I am handing you are documents which I hope will make it a little more comprehensible to the Court.

(Hands to Court.)

THE COURT: Thank you, sir.

MR. MATTHEWS: What I have handed you is a letter that I sent to my good friend, Ms. Bloodgood, of June 11; the letter she sent back to me of June 20; and a copy of the complaint. I think this will help orient the Court to what the fuss is about.

By way of introduction, this is a case brought by Ms. Paul against Ms. Stanton, who is the Director of the Department of Employment Workforce and the Department. There are three causes of action.

One is for defamation against both parties, both Defendants, one for abuse of process against both Defendants, and a statutory claim under Title 1, which is against the Department. Of course, that is detailed in the complaint.

Again, by way of introduction, Ms. Paul was terminated from employment earlier this year. The suit -- while her grievance which she has filed with the State Office of Human Resources deals specifically with the termination -- this suit deals with issues

surrounding the termination. Of course, I defer to Ms. Bloodgood to characterize it further.

The main concerns that we have that prompted this motion to compel, even after Ms. Bloodgood amended some of her answers in her letter of the 20th, have to do with, again, as we detailed here. First of all, there are -- and it might be best for me to just start going through this.

In our letter of the 11th, one of the things that we point out on page 2 at the top is that Plaintiff essentially said and unequivocally stated she would not respond to specific interrogatories, primarily out of fear that in identifying specific persons, she would expose them to retaliation.

Just to give you a specific, our interrogatory 26 said: Please identify all persons who informed Plaintiff that the statements identified in our interrogatories 25 and 26 were made. Those are alleged defamatory statements.

Naturally enough, we believe we are entitled to know, if we are suing an individual and a department for defamation, specifically what the defamation is about. That seems to us to be unacceptable.

Ms. Bloodgood on behalf of her client answered as follows: The Plaintiff objects, as she is extremely

concerned that the Defendants will retaliate against these employees of DEW if their names are provided.

The Plaintiff will not divulge the names of any employees that contacted her after December 18, 2013, without a court order, as she is not willing to jeopardize their jobs.

Well, with respect, in the unlikely event that any of these employees suffer unlawful retaliation, they have a remedy. But you cannot simply refuse to answer an otherwise acceptable interrogatory on that basis.

It's not a privilege. It's not a -- it's certainly relevant because Ms. Paul has sued these Defendants for defamation. We have a right to know specifically what the DEW did, including -- again, this interrogatory 4, in fact, referred back to interrogatory 25, which is simply:

Please identify all false and defamatory statements made by Defendant Stanton as alleged in these paragraphs in the Plaintiff's complaint, including time and date of the statement, the persons who received the statement, and the content of the statement.

That is -- I believe Your Honor will agree -- that is probably found in every discovery request that involves defamation claims, and it's unacceptable. With regard, if you refer back to the second page of my

June 11 letter, the Plaintiff's responses are similar or the same to interrogatories 26, 28, 31, and 32.

We simply would tell the Court, naturally we don't intend to retaliate against anybody. We don't believe that the Plaintiff would retaliate against them. We understand that is her allegation, yet to be proved.

That being said, you can't just say, I'm not going to tell you because I don't want to or I fear that you might take some action that is otherwise unlawful. So our argument on those four interrogatories -- again, 26, 28, 31, 32 -- is identical.

That is simply not anything that we can -- we are entitled to investigate the lawsuit that was brought against us, and she is suing the individual Department for money. So we get to investigate the claims. To deny us that right is just not lawful. That's not what the rules contemplate.

I can -- sir, I can continue on with the individual concerns or I don't know if you want to let Ms. Bloodgood respond as we go, but whatever your preference is.

THE COURT: Keep going.

MR. MATTHEWS: Number 5 had to do with the calculation of damages. In her supplemental response, Ms. Bloodgood does actually flesh out some of her wage

claims, and we appreciate her response to that.

I just want to bring your attention, as we will later talk about in more documents related to the wage claim, we acknowledge that we asked Ms. Bloodgood to try again and she did; but I just want to put that in your mind.

Number 10 had to do with the number of USB sticks in her possession. Let me give you a little background as to why she was terminated. Apparently on November 20, 2013, the Plaintiff used a USB stick to download a massive amount of PII involving Department employees.

It's a violation of specific policies, of which we believe she is aware; and, in fact, had a hand in offering. Our question here was asking her to identify with specificity any other use of removable media, like flash drives and USB sticks, that she had in her possession or downloaded, accessed, or stored PII of any DEW employee, other than herself.

Her response is: At the time of my suspension, the only thing I had was a personal thumb drive. That is as far as it goes in response. My question is broader than that. Is there any other removable media that she used, that was in her possession or frankly otherwise, that she used in the

course and scope of her job?

Not even that, we think that the interrogatory speaks for itself. The Plaintiff downloaded, accessed, or stored the PII of any DEW employee, other than herself. Now, if the answers stand that: Look, while I was employed at DEW, this is the only time I did this, that's fine. We just want some more specificity on that, and we think we are entitled to it.

On Number 12, again, this has to do with identifying employees who heard the defamatory statements. Our question has to do with, Okay. Help us understand the dates, times, and places of any action taken by Defendant Stanton that supports the allegations that Defendant Stanton acted outside the scope of her authority.

In this case and in one other case, the Plaintiff's response is at the top of page 3 of her letter of June 20: Plaintiff understands that the employees present at those meetings -- and there are two meetings she identifies, one in December of 2013 and one in January of 2014 -- Plaintiff understands that the employees present at those meetings were members of DEW's Leadership Team, HR, and training team, Unemployment Insurance employees, IT employees, Public Information Office employees and Office of General

counsel employees.

Well, as far as that goes, that's fine; but we still want to know who the Plaintiff believes specifically received this information that she alleges is defamatory. We want to know what the Plaintiff believes. We are entitled to know what the Plaintiff knows. The Plaintiff was the one who filed the complaint.

We want to know what she knows. It's not enough for her to say, Well, we think that you already know. Why are you asking us? We are entitled to say, Hold on here. You filed the lawsuit. We want to know what you know, and we are entitled to that.

With regard to 24 and 25, again, this is a question designed primarily to elicit information on the specific statements. Again, we think it should be answered. We asked for date and time of the statement, persons who received the statement, and the content of the statement.

The answer is what it is. She does generally describe -- the Plaintiff -- generally describes what she believes the defamatory statements are, but she doesn't answer the question.

Give us the date and time if you know it. If you don't know it, say you don't know it. If you don't

know that part of your allegation, which you have the burden of proof to show, fine.

On 29 and 30 -- again, we have already talked about 26. Twenty-seven is related to interrogatory 12. We would simply refute their argument. On 29 and 30, again, we asked for her to tell us what she is suing us for.

In this case tell us the names of folks who you believe received the defamatory statements. We have already asked you what the defamatory statements are. We want to know, according to you, who received them. That's an element of a defamation case.

As to number 36 -- we talked about 29 and 30 -- I believe that's the same reason. On 36 frankly we are willing to believe that is the best she can do at this point.

THE COURT: What number was that?

MR. MATTHEWS: Thirty-six. That asks her to explain why she believes the Department violated Section 1-11-490.

On 41 this has to do with our inquiry as to things that may have affected her emotional state. We understand that Ms. Paul went through a divorce several years ago.

We understand, but we don't know, that it was

very contentious. Because Ms. Paul has sued these Defendants, for among other things, emotional distress, we think that is available to us.

We are certainly willing to sign a confidentiality order if that would help shield Ms. Paul undue embarrassment, but we think we are entitled to it. We understand that she is not anxious for that to become public.

We are happy to consider whatever the Court would want us to do to help protect the Plaintiff from undue embarrassment, as long as it doesn't trample our defense since we are not the ones suing people; the Plaintiff is.

On Number 43 and 44, these have to do with telephone records. Again, the reason that this was not answered is similar to some of her other objections, which are: We are concerned that the Defendants will retaliate against personal friends if their names are provided to the Defendants.

Specifically, 43 asks for the number of Plaintiff's home telephones, her cell phones and mobile devises used at any time since January 1, 2014. Number 44 includes any communications with DEW employees since December 18, 2013.

That is important because it's the day she was

suspended -- including the name of the person contacted, the time and date of communication, the method and devises use to make the response to the communication, the substance of the communication.

That would simply help us understand the nature of her complaint. We are entitled to know what she knows on issues relevant to her allegations. It's not appropriate for her to say, I know but I'm not telling you because I fear for the people who might be subject to something that I think is unfair. If that's the case, then let's stop suing each other because we can't conduct discovery.

Forty-five and 46, I believe are resolved. Forty-seven has to do with her efforts to mitigate her damages. All we want to do is get the full list. She has given us a list of employees to whom she submitted applications since January 1, 2014, and with whom she is not under consideration for employment as the positions have been filled. We are entitled to know something more broadly than that: Who have you tried to get a job with?

That has to do with the interrogatories. Under the requests to produce, there were far fewer. One had to do with -- if I can return and draw your attention back to article number 5. The claim has to do

with wages and the like.

One of the ways in her response is she quotes a number of cases that are not in this jurisdiction, but they talk about the conditions under which tax returns are ordinarily discoverable.

Frankly, we understand Ms. Bloodgood's concerns or the Plaintiff's concern about her private information becoming public. For that reason, in order to verify what her damage complaints are -- and from, frankly, what she is telling someone she has to be truthful with -- does she have any other income which is not disclosed to us.

We are happy to accept those and review those under a confidentiality order if that's the Plaintiff's desire or frankly even if you wish to review them in camera to confirm what she is telling us.

All we want to do and the focus of that question is to verify what it is she's suing us for, and more importantly in this case, what she wants from us, what she believes she is to entitled and what she can prove; and frankly are her statements in that regard truthful.

Now, moving on to numbers 11 through 13, these have to do with medical records, acknowledging that some medical records were produced going back to 2011. We

think for the very same reasons, we are entitled to documents going back to 2000 -- to her earlier divorce. We are also entitled to documents related to especially her mental state, her emotional distress to that period.

She is asking for that and if she wants us to pay for alleged damage that she now claims that she suffered, she has put that at issue; and we are entitled to those documents. That's 11, 12, and 13.

On number 16 this has to do with and is directly related to her earlier objections having to do with her divorce proceedings, which we understand from the Plaintiff's response is the only other civil action that she was involved in.

To the extent she has those documents, we are entitled to see them. We understand her stated objection is: This isn't relevant. Well, with all due respect, we think it is.

It's an emotional distress claim. Although it's not an IEP claim, she is asking for damages related to emotional distress, emotional damage. We are entitled to that.

The last of our requests to admit of our motion to compel had to do with requests to admit. In this case what I would like to do is speak to you about the first of the four requests to admit that are at

issue and why we believe we are entitled to an answer to this and why we believed we filed our motion.

What I'm going to hand up to you, Your Honor, is -- if I may approach?

THE COURT: Yes, sir.

(Hands to Court.)

MR. MATTHEWS: Is sworn testimony from her grievance hearing before DEW in which the date on which the download occurred was discussed.

Now, the four requests to admit which are stated -- and, again, I will refer to Ms. Bloodgood's letter from the 20th, on page 11: Set forth the four requests to admit that are at issue.

They had do with our requests for admission that she downloaded or copied files containing the PII of employees other than herself onto a USB stick on November 20, 2013.

The response to this and the other three requests are denied. The Plaintiff does not recall downloading the information onto a USB drive on November 20, 2013.

If I can direct your attention to her testimony at her grievance hearing, this would be at page 87 starting at line 13. This is a question from a panel member.

It says: Kerry, the termination letter cites a specific date that this improper download obviously occurred on November 20th --

THE COURT: Slow down. She can only go so fast. When you read you read fast. So just slow down a little bit.

MR. MATTHEWS: I will slow down.

THE COURT: I tell everybody that.

THE WITNESS: Yes, sir.

THE COURT: "Are you aware..."

MR. MATTHEWS: I will start again. This is at line 13 on page 87: Kerry, the termination letter cites the specific date that this improper download obviously occurred on November 20th. Are you aware of anything that you were doing, downloading anything onto your thumb stick that day?

Her answer was: It is possible, yes.

THE COURT: It says, is it possible.

MR. MATTHEWS: Is it possible, yes, and when I found out the November date, it was January. So, I mean, is it possible? Yes, definitely. I was under the impression that the download happened December 18th, which I knew was not possible because my stick was with me much of December. I didn't use it much in December.

So I found out in January, the Friday after

New Year's Day, I had a meeting that she scheduled for me; and that's when I found out it was November 20th allegedly.

Now, our problem with her answers to request for admissions is this. She says that she does not recall downloading any information onto a USB drive on November 20, 2013.

In our letter we state, These responses appear directly at odds with her other representations. We ask her to reanswer. Her response is, Well, it is what it is. You might not like it, but it's our answer.

We think that a candid observer would say, No, you can't deny that you say you don't recall it, and then your testimony here seems to say, it appears that it was.

So we would simply put that to the Court's decision. If the Court believes these answers are acceptable, we will certainly abide by the Court's decision. We don't think they are. That's what we have for the motion to compel. I don't know if you want to deal with the other motion or simply sit down.

THE COURT: Let's deal with the motion to compel first.

MR. MATTHEWS: Thank you, Your Honor. Do you have any questions you want me to respond to?

THE COURT: No, sir. Thank you, Mr. Matthews.

Ms. Bloodgood.

MS. BLOODGOOD: Thank you, Your Honor. By way of background, this case was filed in January. We have not yet had depositions. I am trying very hard to have them, but -- and they are scheduled for August. So some of these issues that Mr. Matthew wants more information about hopefully will come out quickly.

But, for instance, if he doesn't like it or if he doesn't understand part of the transcript -- and he wasn't at the full grievance hearing -- about my client, Ms. Paul, testifying that she does not recall ever downloading any information on November 20th, which she learned about it two months and a half afterwards.

She has also signed an affidavit and testified under oath, I'm not going to change my answer to my admissions on that issue; that is, if he doesn't understand, he can take her deposition and she can explain it more fully. All she said was, It's possible but that complements her, I don't remember.

If I could back up a little bit. That's why I think one of the reasons this motion to compel is confusing is because even though it was limited to a few issues, then after I responded, there is a letter that goes through the whole thing.

I am glad to go through everything, even though the motion to compel is actually limited. The first thing and just by way of background, my client, who was the HR director at DEW for ten years, went from a band 5 to a band 8 employee in a matter of years, served as the interim Chief of Staff and also interim Division Director, when a new political appointee came into DEW and brought with her another political appointee, neither of whom had any experience in State government.

She was told within six weeks, Go find another job. While and before attempting to find that job, there were some egregious employment actions taken against her.

These are relevant because I think they will show motive for an ulterior purpose for calling SLED on something that never existed, giving SLED information that was different, giving the press information that was different than the information in her termination letter.

But, for instance, our position is that there was no basis to terminate her. There was no --

THE COURT: I need to know why the discovery responses haven't been responded to.

MS. BLOODGOOD: They have been responded to

and I think fully, Your Honor.

The first one is that Mr. Matthew wants the names of the employees who heard the defamatory statements, which I have laid out in detail as much as I can in my response in Number 12.

If you look at it, I list all the ways that she was defamed; and that is an accurate synopsis as best I can do of the defamation. That would be on page 2 of my 12-page response to Mr. Matthews.

THE COURT: I am looking at it.

MS. BLOODGOOD: So that is how you we contend she was defamed.

THE COURT: This doesn't have one witness's name in it.

MS. BLOODGOOD: No, Your Honor. But what I did was at the end, it says, That Defendant Stanton called in in December of 2013 and January 2014, all the employees. She e-mailed them.

So she knows the list of people she called in. My client had already been suspended; so she did not attend those meetings. But we know from that e-mail that there were two large meetings with people who had no need to know, including IT staff, including lots of her subordinates when she was Director of HR.

She wasn't there. I think we tried as best we

can to describe those meetings. I did it again in supplemental. I don't know what time of the day. I will admit that. I don't know. Maybe my client -- I'm sure I asked her that, but I don't have it in there. So I don't think she knew because she wasn't there.

But all the people in those meetings were told my client was a criminal actor. They were told there had been a data breach. They were told that this was similar to what had happened at DOR, which was when a bunch of foreigners came in and stole information.

Those are the defamatory statements. They were made to people who had no right to know. It's our position that it exceeded the authority. So I don't know the names of the people in those meetings, but they do.

We know enough of them that we will use some of them as witnesses, and I have named some of them as witnesses who I know were in the meetings; but we know, for instance, in that e-mail, it was all IT staff, public information people.

So we pretty much have done the best we can to say, These were the groups of people that were invited to that meeting.

THE COURT: And you just gave me more information than what is listed in your response.

MS. BLOODGOOD: That information, Your Honor, if you go to page 4, they wanted to know the lower level employees and senior staff that were at these -- on the e-mails and at the meetings. So it's answered there.

I think it's also answered in several places because they keep asking several places: Who are these employees? I have tried. Those are the employees we know who heard this defamatory information.

We tried as specifically as we can without being in those meetings. I don't know if everyone on the public information staff went to the meeting, but we do have witnesses who will say there were 20 or 30 people in the room.

So they know who was at the meeting. That's my point. They already know better than I do who was at the meeting. It's not that I don't know how she was defamed or who published the information or who received the information.

What they want is they want to know every single name of every person, which is the best I can do. We weren't at the meeting. So it's not that we are not -- it's not that we are not trying to be as specific as we can.

I know in a defamation claim, you've got to know: When, what, where, why, what was said. We tried

or I have tried to do that the best I can to explain all the defamatory statements, all the defamatory actions that were taken against my client and prove to the best of our knowledge who these were published to. So quite honestly I don't know what else I could do.

THE COURT: You just gave me more information than you gave in your responses. That's what I don't understand. You just gave me more information in response to an interrogatory -- whatever the number is. Hold on -- interrogatory number 12 than you gave in your response to Mr. Matthews.

MS. BLOODGOOD: Because I have also responded the same thing in 24 and 25 in the letter that I sent him, Your Honor. That's on page 3. I did it again on the interrogatory number 29 and 30 on page 4.

Over and over again, I have already named who those employees were. They are the employees that were e-mailed to come to these two meetings. They were --

THE COURT: That's not an answer. That's not an answer. I mean, this is a case we have to have witness names. We have to know who they are. This is a civil case.

My understanding is in a civil case everybody is supposed to know what everybody else is going to say. Saying the Director defamed her multiple and often times

is not an answer.

MS. BLOODGOOD: No, Your Honor. I'm not saying -- I agree.

THE COURT: That is your answer to number 12.

MS. BLOODGOOD: I'm saying she was defamed in the meeting in December and the meeting in January among multiple employees who were called to the meeting by Ms. Stanton, at which meeting she was called a criminal actor. She was called -- there was alleged that there was a data breach. I am also alleging she --

THE COURT: And who did she make that statement to?

MS. BLOODGOOD: She made it to everyone on her e-mail.

THE COURT: How do you know that?

MS. BLOODGOOD: Because I have witnesses who were at the meetings --

THE COURT: And who are those witnesses?

MS. BLOODGOOD: -- who will say that, the witnesses that I have named.

THE COURT: Name them.

MS. BLOODGOOD: In our original interrogatories, the witnesses -- all the employees who you were at DEW who I named as witnesses. They already -- you already know, Gene, who I have named as a

witness who was an employee of DEW.

MR. MATTHEWS: Your Honor, one way to resolve this issue -- I don't mean to interrupt your train of thought -- would be, for instance, in answer to number 12 or in another instance to number 30, questions like this: Name the persons who you are aware of. We understand --

THE COURT: Here is what I see. I'm sorry. I'm not a rocket scientist. I admit that. But the question is: Please identify by name all lower level employees and senior staff referenced in paragraph 137 of the Plaintiff's complaints. There is not one person's name in the answer, not one.

MS. BLOODGOOD: Okay.

THE COURT: Zero. It says all of the employees who attended the meeting on December 13, 2014 [sic].

MS. BLOODGOOD: Your Honor, what may be confusing is that the employees who attended the meeting were invited by the department they worked in.

THE COURT: I understand that.

MS. BLOODGOOD: So I can name the employees who were in those departments at the time.

THE COURT: But you don't know that those people were in that meeting.

MS. BLOODGOOD: I know most of them were.

THE COURT: How do you know that?

MS. BLOODGOOD: Can I approach? I already talked -- I will tell you because I have already told Gene. In this kind of a situation when you have a workplace with a supervisor who acts this way to one person, usually she doesn't act this way to only one person.

Under the rules I have been retained by more than one employee at the Department of Employment Workforce. Under the rules of ethics, I have been retained for a similar -- they are also afraid they will get terminated. They will get retaliated against.

So these are 20- to 25-year employees at DEW with young families. I understand the allegation that if they get fired, they can file a lawsuit for retaliation; but I have to tell you, filing a lawsuit for retaliation means you don't pay your mortgage, you don't have a job, and you are blackballed.

THE COURT: Ms. Paul should have thought about that before she filed the lawsuit.

MS. BLOODGOOD: It's not Ms. Paul, Your Honor. It's other employees who are my clients who under the ethics rules, I am not allowed to divulge their names without their permission. If I do so and put them in a

position where they will be retaliated against, I'm not allowed to do that either.

At some point usually in these employment lawsuits, either things settle down or one of my clients will be treated -- terminated wrongfully, like Ms. Kerry Paul was; and then I will have their permission to say, I represent this person, and I have been monitoring it, and what you done to my client is wrong.

Now, I have already told Gene that I am not authorized to release some of the names of my client; however, I have plenty of witnesses who are not my clients who I have named in my response as witnesses who were at the meeting.

THE COURT: So because they hired you, they are now non-discoverable in Ms. Paul's case when they are witnesses?

MS. BLOODGOOD: No, no -- well, yes, Your Honor. I am not going to provide their names if I cannot.

THE COURT: This hearing is over for this day. We are going to schedule this hearing once I finish the William Wallace trial, which is the week of August 11th. No, actually we will do this hearing at the end of next week in Kershaw Country.

I'm going to tell you this. This is where I

am in this moment: Rule 37, South Carolina Rules of Civil Procedure, Section 4. We will let you know when the hearing is going to be next week. It will probably be Thursday or Friday.

MR. MATTHEWS: Thank you, Your Honor.

THE COURT: If you resolve it prior to then, let us know.

MR. MATTHEWS: Will do, Your Honor. Your Honor, if I may approach? I have a scheduling issue.

THE COURT: What is it?

MR. MATTHEWS: I have a deposition scheduled for those two days.

THE COURT: What about Wednesday?

MR. MATTHEWS: Wednesday is fine. If it's not fine, it will be.

THE COURT: Wednesday afternoon. I'm in the middle of a castle hearing in Kershaw next week, but we will stop it to hear this. Wednesday afternoon. We will coordinate with the lawyers.

*** END OF REQUESTED TRANSCRIPT OF RECORD ***

C E R T I F I C A T E

I, the undersigned L. Coconut Pantsari, Official Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal, in the Civil Court for Richland County, South Carolina, on the 23rd day of July, 2014.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

July 25, 2014

s/*L. Coconut Pantsari*
Court Reporter

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05- 271 **PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

TO: EUGENE H. MATTHEWS, ESQUIRE, ATTORNEY FOR BOTH DEFENDANTS:

The Plaintiff through her undersigned counsel responds to Defendants' First Set of Interrogatories as follows:

General Objections

1. By providing information in response to these Interrogatories, Plaintiff does not concede the accuracy of Defendant's definitions, assumptions or allegations. Nor does Plaintiff concede that any of the information sought is admissible, material or relevant in these proceedings. Plaintiff does not waive any general or specific objections by providing a response to any of the Interrogatories.

2. Plaintiff has made a reasonable, good-faith inquiry into the subject matter of each Interrogatory. Plaintiff's responses are based on the facts reasonably ascertainable to Plaintiff. Plaintiff reserves the right to modify or amend these responses at any time and as discovery proceeds.

3. Plaintiff objects to these Interrogatories to the extent that they call for information that is protected by the attorney-client privilege, the work product doctrine, or any other privilege

or protection recognized by law.

4. Plaintiff objects to these Interrogatories to the extent they attempt to impose burdens and requirements beyond those required by the South Carolina Rules of Civil Procedure.

5. Plaintiff's responses shall not be construed in any way as an admission that any definition provided by Defendant is either factually correct or legally binding upon Plaintiff or a waiver of any of Plaintiff's objections regarding relevancy, discoverability and admissibility.

6. Plaintiff reserves the right to supplement these responses and objections.

Responses to Interrogatories

1. State the name(s), address(es), telephone number(s), and place(s) of employment of all persons known to Plaintiff to have knowledge concerning the facts, allegations, claims, and defenses raised this case, and whether or not written or recorded statements have been taken from these persons and who has possession of such statements.

RESPONSE: Plaintiff objects to this Interrogatory as discovery has just started and Plaintiff does not know all of the persons who have knowledge of the facts, allegations, claims and defenses raised in this matter. Plaintiff further objects to this Interrogatory to the extent it seeks the production of attorney-client work product and privileged information, including strategies, thoughts and impressions. Subject to and without waiving these objections, no written or recorded statements have been taken by Plaintiff or Plaintiff's counsel from anyone. Plaintiff believes the following persons may be witnesses to the facts supporting the allegations in Plaintiff's Complaint:

a. **Plaintiff and her husband, c/o undersigned Counsel. These witnesses may testify as to the facts supporting Plaintiff's causes of action, Plaintiff's emotional distress damages, and issues related to abuse of process, defamation, and violations of S.C. Code § 1-11-490.**

b. **Cheryl Stanton, Koa Morgan, Adam Twitty, Darrell Scott, Neil Adcox, Don Grant, Adrienne Fairwell, Katherine Krissinger, Derrick McFarland, and Erica VonNessen. These witnesses are all employed by DEW. These witnesses may testify as to the facts supporting Plaintiff's causes of action as well as issues related to abuse of process, defamation, and violations of S.C. Code § 1-11-490.**

c. **Mark Keel and David Dove are employees of SLED. These witnesses may address issues related to abuse of process and violations of S.C. Code § 1-11-490.**

d. **Tedd Pitts and Nikki Haley are employees in the S.C. Governor's Office. These witnesses may address issues related to Cheryl Stanton, abuse of process, defamation, and violations of S.C. Code § 1-11-490.**

Plaintiff reserves the right to supplement this response with additional witnesses as discovery proceeds and to call as witnesses any witnesses named by Defendants.

2. State the name(s), address(es), telephone number(s), and place(s) of employment of all persons that Plaintiff anticipates calling as a witness in support of her claims and/or defenses at the trial of this case and the issues his/her testimony will address. For each person, state also whether any written or recorded statement regarding this case has been obtained.

RESPONSE: Plaintiff objects to this Interrogatory as she has not yet made a determination as to which witnesses will be called at trial. Plaintiff further objects to this Interrogatory to the extent it seeks the production of attorney-client work product and privileged information, including strategies, thoughts and impressions. Subject to and without waiving these objections, see Response to Interrogatory No. 1 herein. Plaintiff reserves the right to call at trial any witness named by any party during discovery and to supplement this Response as discovery proceeds.

3. Describe fully each document, record, writing, photograph, recording, or other tangible item of which Plaintiff has knowledge, whether or not it is in Plaintiff's possession or under her control, which Plaintiff or her attorney believes is relevant to her claims in this lawsuit, including, but not limited to, personal notes prepared by or for Plaintiff at any time both during and since her employment with SCDEW.

RESPONSE: Plaintiff believes the following documents known to her to already be in Defendants' possession are relevant to her claims in this lawsuit:

1. **All of DEW's personnel policies, including its progressive discipline policy;**
2. **DEW's Mobile Device Security Policy;**
3. **DEW's Acceptable Use Technology Access Rights and Obligations Policy;**
4. **DEW's Personal Identification Information Handling and Confidentiality Policy;**
5. **The US Department of Labor's Training and Employment Guidance Letter of June 28, 2012;**
6. **SLED's two polygraphs of Plaintiff;**

7. **Any and all documents in SLED's possession regarding Plaintiff;**
8. **The search warrant SLED obtained to search Plaintiff's house in December of 2013 and its supporting Affidavit;**
9. **Plaintiff's personnel file and job descriptions;**
10. **Affidavits prepared by Plaintiff and provided to Defendants regarding the false allegations made against her;**
11. **Unemployment documents;**
12. **All documents requested by Plaintiff in Plaintiff's First and Second Set of Requests to Produce to Defendants; and**
13. **Plaintiff's grievance hearing transcript and exhibits.**

Additionally, Plaintiff's resume, medical records from Dr. Moore, pharmacy records various emails, some personnel records in her possession, job applications, a DEW personnel list dated 9-13, documents created as templates for HR work, and an envelope containing Plaintiff's termination letter are being provided simultaneously herewith as attachments to Plaintiff's Responses to Requests for Production and are responsive to this Interrogatory. Plaintiff reserves the right to supplement this Response.

4. State the name, address, place of employment, and qualifications of each and every expert witness Plaintiff plans to call at the trial of this case. For each expert identified, provide: the subject matter on which he/she is expected to testify; the substance of the facts and opinions to which he/she is expected to testify; the grounds or factual basis for each opinion expected to be elicited from him/her; and the nature of any investigation, inspection, examination, and/or testing he/she conducted in connection with the issues involved in this suit, the results of same and the dates on which such work was performed.

RESPONSE: Plaintiff has not yet retained an expert witness but reserves the right to do so as discovery proceeds. Further, Plaintiff specifically reserves the right to call as an expert any and all expert witnesses identified by any other parties in this litigation.

5. Please list all damages claimed by Plaintiff in this matter by type, amount, and the cause of action to which the damages are related. Please provide a detailed and itemized calculation of the total.

RESPONSE: Plaintiff's damages include back pay wages, lost future wages, reputation damages, emotional distress and other tort damages, punitive damages against the individually named Defendant Stanton, and attorney fees and costs. The total amount of damages against the state entity exceeds the cap under the State's Tort Claims Act.

Plaintiff is unable to provide a detailed calculation of all of her damages at this time but Plaintiff's wage damages are already known to Defendants and Plaintiff's tort and punitive damages will be determined by a jury. Plaintiff reserves the right to supplement this Response as discovery proceeds.

6. Please identify all places, dates, and times that Plaintiff accessed the personal identification information ("PII") as alleged in Paragraph 23 of Plaintiff's Complaint. Plaintiff may limit her response to those places, dates, and times after July 12, 2013 that she accessed the PII of any SCDEW employee other than herself.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, as stated in Paragraph 23 of the Complaint, Plaintiff routinely and frequently accessed PII data for over a decade as she was required to do in her various HR positions and as DEW HR Director. Plaintiff cannot recall the exact places, dates, and times after July 12, 2013 when she accessed such information, though it was almost daily. The document shown to Plaintiff for the first time several months after her termination at a grievance hearing which Plaintiff understands is the document DEW alleges Plaintiff was unauthorized to access and download, is an HR file Plaintiff and several other HR employees at DEW frequently accessed, and which they had full authority to access, use, and download.

7. Please identify all places, dates, and times after July 12, 2013 that Plaintiff downloaded, duplicated, or in any manner copied the PII of any SCDEW employee other than herself onto any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Plaintiff accessed, copied and downloaded PII data for over a decade as she was required to do in her various HR positions and as DEW HR Director. Plaintiff cannot recall the exact places, dates, and times after July 12, 2013 that she downloaded, duplicated, or copied such information as such was done on a daily basis in her office, outside of her office, on her lap top, at home, in meetings out of the office, through VPN access, and at other DEW office locations. At all times when Plaintiff was accessing PII data as part of her job responsibilities, she maintained its confidentiality and properly disposed of the confidential PII data when it was no longer needed for HR purposes. Plaintiff was also responsible for training her employees as to safely and securely

access, protect and dispose of PPII data. At no time during her long tenure with the State was there ever any concern or allegation that Plaintiff or any of her employees ever mishandled any PII data until Defendant Stanton used this false allegation to justify Plaintiff's wrongful suspension and termination.

8. Please identify with specificity all policies and procedures that Plaintiff observed in order to "maintain[] confidentiality of all PII" as alleged in Paragraph 23 of Plaintiff's Complaint. Plaintiff may limit her response to those policies and procedures that she observed while employed by SCDEW.

RESPONSE: Plaintiff maintained the confidentiality of PII data by observing all of DEW's policies and procedures and following the specific instructions of DEW's IT staff. Defendants' allegation that Plaintiff failed to maintain the confidentiality of PII data and violated policies when she placed PII data on an unencrypted thumb drive is rebutted by the facts that: 1) Plaintiff had VPN access and routinely was, therefore, routinely required to access and use PII data with a fob onto her unencrypted laptop and 2) Plaintiff was expected as part of her HR job responsibilities to access PII data on her laptop through the VPN system. Additionally, Plaintiff was provided an iPhone by the agency to access web based applications containing PII from her unencrypted work phone.

9. Please identify with specificity all devices and computers that Plaintiff used to download, store, or access any PII. Plaintiff may limit her response to those computers used to download, store, or access the PIT of any SCDEW employee other than herself.

RESPONSE: Plaintiff used a lap top with a docking station, multiple printers at work locations, printers at her home, and her agency issued telephone through approved VPN access to download, store and access the PII data on her laptop that she needed to perform her job because she was required to work 24/7 at her job at DEW. At all times, there never any concern or allegation that Plaintiff ever mishandled any PII data until Defendant Stanton used this false allegation to justify Plaintiff's wrongful suspension and termination.

10. Please identify with specificity any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PIT of any SCDEW employee other than herself.

RESPONSE: The only USB stick Plaintiff had in her possession at the time of her suspension was a personal thumb drive, not state property, and which thumb drive she personally destroyed when she suspected Defendant Stanton was going to use the PII data issue to defame her, which Defendant Stanton did.

11. Please identify all evidence that supports Plaintiff's allegation that SLED "obtained a search warrant against Plaintiff on December 20, 2013 at the direction of Defendant Stanton" as alleged in Paragraph 83 of Plaintiff's Complaint.

RESPONSE: Darrell Scott, Defendant Stanton's Chief of Staff, testified under oath at Plaintiff's grievance hearing that "we" contacted SLED on December 18, 2013. Plaintiff reserves the right to supplement her Response to this Interrogatory as discovery proceeds.

12. Please identify the dates, times and places of any action taken by Defendant Stanton that supports Plaintiff's allegations that Defendant Stanton acted outside the scope of her authority, duty, or employment.

RESPONSE: Defendant Stanton had a personal dislike for Plaintiff as evidenced through her speech and her actions. Stanton was not authorized to unilaterally change Plaintiff's job description or to harm Plaintiff by disciplining Plaintiff for petty reasons; ordering Plaintiff not to communicate with other employees; requiring Plaintiff be physically isolated from other DEW employees; fabricating a false reason to terminate Plaintiff; and defaming Plaintiff by falsely accusing her of violating the State Ethics Act and accessing and distributing personal employee information (as recently as May 2014) in order to cause Plaintiff the loss of her job and ruin Plaintiff's reputation. Stanton functionally demoted Plaintiff by stripping her of all her direct reports with the exception of training; not permitting her to communicate with the HR employees in person or over the phone, removing her from Executive Staff meetings Plaintiff had regularly attended for years, and prohibiting Plaintiff from appearing at certain locations in public buildings. All of these actions were taken in violation of State personnel policies and were defamatory by innuendo. Stanton is not authorized to violate State policies or defame employees. Further, Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended multiple meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants.

13. Please identify all evidence supporting Plaintiff's allegation that the "search warrant was irregular on its face and was not supported by any probable cause" as alleged in Paragraph 85 of Plaintiff's Complaint.

RESPONSE: The search warrant states on its fact it is issued to seize property subject to the provisions of S.C. Code § 16-15-405 which is a statute addressing second degree sexual exploitation of a minor. The search warrant also states on its face that it is issued for a search pursuant to S.C. Code § 8-13-725 which is a statute that addresses the use or

disclosure of confidential information by a public employee for financial gain, yet the Affidavit in support of this search warrant is silent as to any allegations of facts suggest Plaintiff used or disclosed confidential information for financial gain. Plaintiff reserves the right to supplement this Response as discovery proceeds.

14. Please identify all evidence supporting Plaintiff's allegation that she had obtained the approval and permission of SCDEW's IT Director in early August to place her templates and work product on a USB stick so she could use them in her next job position, as alleged in Paragraph 93 of Plaintiff's Complaint, including the date, time, place, and manner that she obtained such permission and approval.

RESPONSE: Neil Adcox, Director of DEW's IT Department advised Plaintiff in August 2013 to purchase the personal thumb drive at issue and told her where to go to purchase it. Plaintiff relied on Adcox's advice and did as instructed. At the time, Adcox did not tell Plaintiff that she should encrypt the thumb drive after she bought it and he did not offer to encrypt the thumb drive for Plaintiff. Plaintiff spoke to Adcox in the RED building, in Adcox's office. It did not subsequently occur to Plaintiff that she should encrypt the thumb drive as she had VPN access and was, with the full knowledge and permission of DEW, authorized to download PII data onto other unencrypted devices such as her work phone.

15. Please identify with specificity the "templates and work product" referenced in Paragraphs 93, 96 and 98 of Plaintiff's Complaint.

RESPONSE: Plaintiff created and intended to re-use work product she had created through her years of State HR experience again at a different state agency to benefit her next state employer. Examples of some documents Plaintiff had created that had and still have value for other state agencies include, but are not limited to: offer letters, disciplinary warnings, substandard performance process, EPMS forms, position description forms, reduction in force, voluntary separation program, retirement incentive program, leave pool, exit interview, FMLA letters, Agency Head performance evaluation, individual development plans, training exercises, PowerPoints, policies, retirement system information and forms, Employee Insurance Program and SCEIS procedures.

16. Please identify with specificity the measures taken by Plaintiff to maintain the security of PII on her USB stick as alleged in Paragraph 96 of Plaintiff's Complaint.

RESPONSE: Plaintiff's door locked automatically when she closed it and she locked her office door when she was not at her desk. When she left her locked office, Plaintiff put her thumb drive in her desk drawer. Plaintiff's laptop and computer turned off automatically and a password was necessary to access them. Plaintiff maintained the thumb drive and/or

place of such actions, the manner of such actions, and the method she used to dispose of the pieces of the USB stick that are currently missing.

RESPONSE: From the "my computer" icon, Plaintiff opened the USB drive and permanently deleted all folders one at a time ensuring that the electronic trash bin did not contain any of those folders and the documents were not showing up in her recent document history. She then used a large cutter to chop the USB stick into the smallest pieces possible to ensure destruction. She does not recall the time or date. Plaintiff is unaware of any missing pieces of the destroyed thumb drive so she cannot answer this portion of the Interrogatory.

22. Please identify all information concerning polygraph tests that Plaintiff reviewed prior to taking polygraph tests referenced in Paragraph 125 of Plaintiff's Complaint, including but not limited to websites, information viewed on-line, and/or written documents.

RESPONSE: Plaintiff does not recall all of the sites she googled to research polygraphs. Some of the information she read on line and some of the information she printed and then discarded.

23. There is no Interrogatory Number 23 in Defendant's Interrogatories

24. Please identify all "false and defamatory statements" made by Defendant Stanton as alleged in Paragraph 125 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: Plaintiff objects to this Interrogatory as it is premature and Stanton continues to make false statements about Plaintiff. However, Stanton has defamed Plaintiff repeatedly and often. Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants. Additionally, Defendant sent a letter to all current and former employees of DEW alleging Plaintiff had compromised their data which Defendant knew or should have known was not true, and Defendant sent a false press release to the State paper. Plaintiff reserves the right to supplement this Response as discovery proceeds.

25. Please identify all "false and defamatory" statements made by Defendant Stanton as alleged in Paragraphs 132 and 133 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

laptop in a locked and special location at her home when she was using it. Plaintiff always had possession of her personal thumb drive as it contained her personal information.

17. Please identify with specificity the measures taken by Plaintiff to maintain the security of PII on any device on which she may have placed PII.

RESPONSE: See Response to Interrogatory No. 16 above.

18. Please identify all evidence supporting Plaintiff's allegation that she was authorized to download PII onto an unencrypted USB stick on November 20, 2013, as alleged in Paragraph 110 of Plaintiff's Complaint.

RESPONSE: See Response to Interrogatory No. 14 above.

19. Please identify with specificity all actions taken by Plaintiff when she "deleted all of the information on her USB stick" as alleged in Paragraph 114 of Plaintiff's Complaint, including the time, date, and place of such actions, and the computer(s) used in such actions.

RESPONSE: Plaintiff does not recall the time or date she destroyed her personal thumb drive though it was shortly after her suspension at her house because she had already been expressly prohibited for contacting any DEW employees for help or advice, and forbidden from entering DEW property by Stanton so she could not ask for IT help. She used a large cutter to destroy it as effectively as she could. Plaintiff does not recall when she destroyed it but it was shortly after she was suspended.

20. Please identify with specificity the data deleted by Plaintiff on her USB stick as alleged in Paragraph 114 of Plaintiff's Complaint.

RESPONSE: Plaintiff does not know what information was deleted from her thumb drive as she never opened the files on the thumb drive to view them; she merely moved her work product and templates, personal information such as medical documents for her son and tax information, and resume off the thumb drive and then destroyed it. No PII information other than that of the Plaintiff was removed.

21. Please identify with specificity all actions taken by Plaintiff when she "destroyed the USB stick" as alleged in Paragraph 114 of Plaintiff's Complaint, including the time, date, and

RESPONSE: See Response to Interrogatory No. 23 above.

26. Please identify all persons who informed Plaintiff that the statements identified in Interrogatories No. 25 and 26 were made.

RESPONSE: Plaintiff objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided. Plaintiff will not divulge the names of any DEW employees who have contacted her after December 18, 2013 without a court order as she is not willing to jeopardize their jobs.

27. Please identify all evidence supporting Plaintiff's allegation that she was defamed by SCDEW.

RESPONSE: See Response to Interrogatory No. 12 above. Plaintiff reserves the right to supplement this Response as discovery proceeds.

28. Please identify by name all persons referenced in Paragraph 136 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory on the basis it requests information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files for the names of everyone who attended the December and January meetings Stanton called and attended. Plaintiff further objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided. Plaintiff will not divulge the names of any DEW employees who contacted her after December 18, 2013 without a court order as she is not willing to jeopardize their jobs.

29. Please identify by name all "lower level employees" and "senior staff' referenced in Paragraph 137 of Plaintiffs Complaint.

RESPONSE: All of the employees who attended two meetings Defendant Stanton called in December of 2013 and January 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants so whether they are low level employees or senior staff employees is also necessarily known to Defendants. Additionally, the names of the 5,000 current and former employees of DEW are already known to Defendants. Plaintiff reserves the right to supplement this Response as discovery proceeds.

30. Please identify by name all "DEW employees" referenced in Paragraph 138 of Plaintiffs Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended this meeting that Defendant Stanton called so the names of the employees in attendance are already known to Defendants, whereas Plaintiff was not at this meeting.

31. Please identify by name the "DEW manager" referenced in Paragraph 139 of Plaintiff s Complaint.

RESPONSE: This Interrogatory does not require a response as the name of this employee is already known to Defendant Stanton. Plaintiff, however, objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against an innocent employee of DEW if his/her name is provided. Plaintiff will not divulge the name of this DEW employee without a court order as she is not willing to jeopardize his/her job.

32. Please identify by name the persons who informed Plaintiff that Defendant Stanton made the statements referenced in Paragraphs 137, 138, and 139 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as she is extremely concerned that Defendants will retaliate against an innocent employee of DEW if his/her name is provided. Plaintiff will not divulge the name of this DEW employee without a court order as she is not willing to jeopardize his/her job.

33. Please identify all evidence supporting Plaintiff's allegation that "Defendant Stanton...obtained a search warrant through SLED that was irregular on its face and was issued without probable cause for the ulterior purpose of forcing the termination of Plaintiff's employment" as alleged in Paragraph 146 of Plaintiff's Complaint.

RESPONSE: The testimony of Darrell Scott at the Plaintiff's grievance hearing, the Affidavit signed by David Dove, and the search warrant Dove obtained. Plaintiff reserves the right to supplement this Response as discovery proceeds.

34. Please identify the specific date, time, place, and manner that Plaintiff "rendered the data on her USB stick unusable when she became aware of Defendant's allegation against her" as alleged in Paragraph 159 of Plaintiff's Complaint.

RESPONSE: See Response to Interrogatory No. 19 above.

35. Please identify the location of the USB stick referenced in Paragraph 159 of Plaintiff's Complaint from November 20, 2013 until the date that Plaintiff rendered it unusable.

RESPONSE: It was either locked in her office or locked in a secure location at her home.

36. Please identify all ways in which the SCDEW violated S.C. Code § 1-11-490 as alleged in Paragraph 161 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory to the extent it seeks identification of information that "support" a particular fact or contention, as such information is protected by the attorney-client work-product and attorney-client privilege and also protected by Rule 33 (d).

37. Please list by name, address, and telephone number all counselors, physicians, doctors, or other medical, psychological, or psychiatric advisors from which Plaintiff has sought treatment for medical and/or emotional injuries or illnesses. For each person so named, please list the injury or illness for which treatment was sought.

RESPONSE: John H. Moore, M.D. of Columbia Women's Health Care, 1301 Taylor Street, Columbia, SC 29201, treated Plaintiff for anxiety and depression due to Defendant Stanton's actions against Plaintiff.

38. Please list all schools attended and courses taken by Plaintiff, including dates and grades. In lieu of responding to this interrogatory, Plaintiff may produce all transcripts of her educational history since high school.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Plaintiff further objects to this Interrogatory on the basis it requests information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files and Plaintiff's resume. Without indicating how

this question could possibly be relevant to the allegations in this Complaint or Defendants' affirmative defenses, Plaintiff is not going to respond.

39. Please list all of Plaintiff's sources of income, and amounts of income received from such source, since her termination from SCDEW.

RESPONSE: None.

40. Please list all employment of Plaintiff since her termination from SCDEW, including the name of the employer, the address and telephone number of the employer, and position held by Plaintiff.

RESPONSE: None.

41. Other than this lawsuit, please describe the circumstances surrounding any civil actions or family court matters brought by or against Plaintiff, including the parties, court of jurisdiction, case number, and the disposition of those actions or charges.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks personal information family court information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Notwithstanding this objection, none, other than previous divorce proceedings which are irrelevant.

42. Please list any civil or criminal case in which Plaintiff has been involved, whether as a party or as a witness, specifically identifying the parties, charge(s) involved, the court and the number of the case, and the disposition of the case.

RESPONSE: None.

43. Please list any number for Plaintiff's home telephone(s), cell phone(s), or other mobile device(s) used at any time since January 1, 2013.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since

January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often. Plaintiff is concerned that Defendants will retaliate against her personal friends if their names are provided to Defendants. Finally, Plaintiff objects to this Interrogatory on the basis of attorney client privilege to the extent it is intended to obtain information regarding Plaintiff's communications with her counsel.

44. Please list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often and those communications are not relevant to this litigation.

45. Please identify all persons, by name and telephone number, the persons who Plaintiff called or who called Plaintiff, that are referenced on Exhibit "A."

RESPONSE: Plaintiff cannot respond to this Interrogatory as she does not know what "Exhibit A" is and there is no such exhibit attached to the Interrogatories.

46. Please name all attorney(s) who advised Plaintiff since September 1, 2013, concerning any matter related to SCDEW or Defendant Stanton, and the dates that the attorney(s) so named represented Plaintiff.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory as it uses terms that are is vague, ambiguous and undefined. Plaintiff does not know what the terms "advise" and "represent" mean and she requires further clarification or additional details in order to be able to respond to the same.

47. Please list all employers to whom Plaintiff has submitted an employment application, including date of application and position sought, since January 1, 2013.

RESPONSE: Plaintiff objects to providing Defendants the names of any employers with whom she has applications for employment still pending on the basis that Plaintiff's answer to this Interrogatory may result in Defendant interfering with Plaintiff's ability to obtain new employment. If Defendants agree not to interfere with Plaintiff's attempts to find new employment by agreeing not to contact employers with whom Plaintiff's employment applications are still pending, Plaintiff will supplement this Response. Notwithstanding this objection, the following is a list of employers to whom Plaintiff has submitted employment applications since January 1, 2013 and with whom she is not under consideration for employment as the positions have been filled:

HR Director-Element Electronics
Community Development Director-Lexington County
Management Consultant International Services
HR Director Elauwit Networks
Site Human Resources Mgr., Faurecia
People soft HR Functional Analyst
Sr. HR Manager, Aramark
Project Manager Lexington County
Project Manager Innovation Group
HR Directory Chester Senior Services Inc.
HR Director Ben Arnold Beverage
HR Business Partner. Schneider Electric
Administrative Manager Masco Corporation
Business Consultant HCM Lawson Talent Management-Info
HR Manager Recruitment Manager Whaley Foodservice
Field Director Planned Parenthood
Compensation Analyst I Aflac
Payroll Manager Robert Half & Accting
HR Manager CoreLogic
Director of Quality Sterling Life Services
Management position EDEI
Equal Opportunity Specialist USDA
HR Generalist-Find Great People
HR Generalist-Staples
Executive Dir of HR-Westport International
HR Manager Global Co-Gallman
Admin Coor/Acct Mgr- Find Great People
Business Analyst I-Aflac
Regional HR Generalist CMC Steel
szHR/Recruiting Manager-Lexington Co-Robert Half
Office Manager-Caris Healthcare

HR Manager Bryant Bureau
HR Director-Blanchard CAT
HR Director-Sherpa
HR Recruiter-Lexington-Robert Half
Training & Systems Specialist-Jarden
HR Manager-Roper Staffing
HR Business Partner-Amazon
HR Manager-Columbia-Undisclosed chemical manufacturer
HR Manager-Apex Tool Corp
Sr. HR manager: Product Management & Service- Apex Tool Corp.
HR Manager-Phillips Staffing
Transformational Change Management-Sr. Manager- PWC
Recruiting Manager-SMX
PeopleSoft Business Analyst-Hallmark
HR Recruiting Generalist-Hubbell Inc.
HR Recruitment Mgr-CEO Inc.
HR Director-local transport co.
HR Analyst-McAngus Goudelook & Courie

48. Please detail all conversations that Plaintiff has had with employees of the State Law Enforcement Division (SLED), including date of application and position sought, since September 1, 2013.

RESPONSE: Plaintiff has not applied for any jobs with SLED. The following is a summary of the conversations Plaintiff has had with SLED employees:

On December 20, 2013 Agent Dove came to Plaintiff's residence with a search warrant. He arrived in a black Chevy Tahoe with very dark tinted windows. He came to her door alone and then spoke to her in the driveway of my home. Two neighbors came out to speak with Plaintiff while Dove was there, asking if she needed help with her children. Both Plaintiff's 14-year-old son, a personal friend of her son's (also age 14) and her 4-year-old daughter were in the home at the time. Agent Dove showed Plaintiff a single page document that appeared to be a screen shot. He highlighted two items, a file name and a serial number. The name of the file was "Cobra..." (Plaintiff was not sure about the second part of the screen shot but thought it was subsidy). The serial number was an Alpha and numerical number. Dove told Plaintiff that DEW was contending she had downloaded this file on December 18, 2013. Plaintiff became visibly upset, crying. Plaintiff explained to Agent Dove that she did not download any files on December 18th and that she had no idea what he was talking about. Plaintiff knew at that time her personal thumb drive had not been at work with her on December 18th; it had been at her home, secured in her closet, away from her children.

Plaintiff explained to Agent Dove that Ms. Stanton had a personal vendetta against

her and was out to destroy her. Plaintiff explained that any work USB's were in her office at work and that Ms. Stanton had removed two USB sticks from her office December 12, 2013. Agent Dove stated that they checked those two USB sticks and these were not the sticks he was interested in. Plaintiff again explained she had no idea what he was talking about and told him again that she had not downloaded any files/documents on December 18th. Agent Dove said if Plaintiff did not give SLED the USB stick, that he had a search warrant for her home. Plaintiff explained to Dove that she couldn't give him something she didn't have and told him he could search her house.

Agent Dove then motioned to the vehicle and three (3) additional SLED agents got out of the Chevy Tahoe. Again, this was in front of Plaintiff's neighbors. At that time, Plaintiff began to cry profusely. She remained outside while one agent searched her car and her belongings, including her son's friend's backpack. When Plaintiff went into her home, Agent Dove and the two other agents were in her home office. They were going through the desk and connecting items to a SLED laptop and looking at them. At that time, Agent Dove found a paper file with the documents Plaintiff had been collecting to document Cheryl Stanton's wrongful actions against her during the last few months. Plaintiff then explained to Agent Dove what the file was and how Ms. Stanton had been trying to get rid of her since August 2013. Dove briefly flipped through the file.

It was Christmas time and Plaintiff had been wrapping presents. Agent Dove stated they would not open any of the presents already wrapped. Plaintiff continued to wrap presents while they searched further. The agents next went to her bedroom and began searching through her drawers to include her personal undergarment drawers. At that time, Plaintiff became extremely frustrated and contacted Ted Pitts, Chief of Staff for the Governor's Office.

Plaintiff left Pitts a voicemail telling him that four (4) SLED agents were in her home with a search warrant looking for something that didn't exist. Plaintiff knew that she had not downloaded anything on December 18th as Dove was alleging. Shortly after that voicemail, Agent Dove received a phone call and when he hung up he instructed the other agents that they were done. They only searched the office and part of Plaintiff's bedroom. Plaintiff has a 4 bedroom home with a bonus room, attic, two car garage, and laundry room, which consists of about 2800 square feet. Agent Dove informed Plaintiff that they would like her to come in to SLED to make a statement and she could bring an attorney. Dove gave Plaintiff his business card and said he would call her after the holidays. All the agents apologized to Plaintiff as they left.

On December 27, 2013, Agent Dove called Plaintiff and left a voicemail asking her to return his call. Plaintiff called and Dove asked her to schedule a time to come in and make a statement. Plaintiff asked him about the reporting structure of SLED because she had found out that everything she said to Agent Dove on December 20, 2013 had gotten back to Cheryl Stanton and was being repeated by Stanton. Plaintiff asked Dove if she was under criminal investigation and he stated no. Plaintiff asked Dove if she was being charged with a crime and he said no. Plaintiff asked Dove if she was required to make a statement and he said no. Plaintiff told Dove that because Cheryl Stanton was out to destroy her so that she

couldn't even get a job at Wal-Mart, and because everything she told Dove was being repeated by Stanton, she would not come in to make a statement. Plaintiff was crying during the conversation and apologized, ending the call.

On Monday, January 6, 2014, Plaintiff's attorney and Plaintiff met with Agent Dove, another SLED agent and Swati Patel, General Counsel for the Governor's Office. Plaintiff's attorney presented her sworn affidavit. Agent Dove and Ms. Patel wanted some of the information removed from the affidavit, specifically Ms. Stanton's treatment of Plaintiff. Agent Dove demanded Plaintiff take a polygraph and called Plaintiff a liar. Plaintiff subsequently agreed to a polygraph to clear her name.

On Friday, January 10, 2014, Plaintiff was given a polygraph. Plaintiff was asked very ambiguous questions that had no relevance to the issue at hand. The experience was very traumatic and Plaintiff was very emotional, crying during most of the session. The test came back inconclusive. SLED felt Plaintiff was too emotionally distraught during the test and that contributed to the rare result of inconclusive.

On Monday, January 13, 2014, Plaintiff took a second polygraph. During this polygraph, Plaintiff asked significantly more questions about the process as the questions she was being asked were so ambiguous. Plaintiff also asked to see the documents she was accused of downloading to help her better understand the questions. SLED personnel compared her to a murderer and told her that in murder investigations they do not show evidence to the suspect. SLED personnel also asked Plaintiff if she had files that would embarrass the Agency or the Governor. Plaintiff added additional information to her original statement and another SLED agent came in and took her information. Plaintiff was told the polygraph came back inconclusive again. This time Plaintiff was told the result was inconclusive because Plaintiff asked too many questions.

Plaintiff has not heard from or spoken to SLED since.

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Attorneys for Plaintiff

Charleston, South Carolina

Date: 5-30-14

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 30 day of May 20 14.

RECEIVED
JUL 21 2014

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, vs. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce, Defendants.	)	Case No.: 2014-CP-05-271 **PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO COMPEL**

INTRODUCTION

Plaintiff responded to Defendants' First Set of Interrogatories, First Request for Production of Documents, and First Request for Admissions on May 30, 2014. (See Attachment A to Defendants' Motion to Compel.) In response, Defendants filed a Motion to Compel on June 11, 2014. Defendants' Motion asks this Court to compel Plaintiff to respond fully to Interrogatories 26, 28, 31, and 32 and any other requests set forth in Exhibit D to their Motion if these requests have not been answered to Defendants' satisfaction by the time this Motion is heard.

Defendants' Exhibit D is a letter sent to Plaintiff's Counsel on the same day Defendants filed their Motion to Compel. In the letter, Defendants outline their concerns with twenty-eight (28) of Plaintiff's responses (Interrogatories 5, 10, 12, 24, 25, 26, 27, 28, 29, 30, 31, 32, 36, 41, 43, 44, 45, 46, and 47; Requests to Produce 4, 11, 12, 13, and 16; and Requests to Admit 21, 22, 23, and 24). Plaintiff's Counsel received Defendants' letter on June 13, 2014 and responded a week later on June 20, 2014. Plaintiff's 12 page response letter attempted to clarify and supplement many of her responses. (See Plaintiff's letter, attached hereto as Exhibit A.)

In preparation for this hearing, Plaintiff has attempted to seek clarification from Defendants' Counsel regarding which responses he still considers to be deficient or inadequate. Plaintiff has not yet received a response from Defendants' Counsel. In the interest of time and with the intent of complying with the Court's request for a Memorandum, Plaintiff submits this Memorandum addressing the discovery responses which, upon information and belief, Defendants may still believe to be deficient.

LEGAL ARGUMENT AND AUTHORITY

A. Interrogatory Nos. 26, 28, 31, and 32

Defendants seek to compel Plaintiff to answer Interrogatories 26, 28, 31, and 32. These interrogatories all request similar information. Specifically, these Interrogatories request that Plaintiff identify the names of Defendants' employees who heard the defamatory statements made by Defendant Stanton and/or who told Plaintiff about these defamatory statements. Plaintiff's primary objection is that this information is already in the possession of Defendant. Because of the number of employees involved, it is impracticable and unnecessary for Plaintiff to list all employees when Defendants are already in possession of this information. Further, Plaintiff has attempted to further clarify this response by giving Defendant additional details regarding the meetings and correspondence through which these statements were made.

Plaintiff's second objection is that the disclosure of these names (especially the names of the employees who alerted Plaintiff that Defendants were making defamatory statements about her) would subject these employees to retaliation by Defendants. Further, this information (who told Plaintiff about the statements) is irrelevant to the claims and defenses in these actions. The issue is whether the statements were made, not who told Plaintiff that the statements were made. Thus, Plaintiff will only disclose these names if the Court orders her to do so. If the Court finds

that such information should be revealed, Plaintiff respectfully requests that the Court include protective language in its Order, such as a "no-retaliation" clause.

B. Interrogatory No. 41 and Request to Produce No. 16

Interrogatory No. 41 and Request to Produce No. 16 relate to prior legal actions of Plaintiff. Plaintiff supplemented her responses to these requests in her June 20th correspondence to Defendants. Plaintiff does not know whether Defendants still consider her responses to be deficient. Plaintiff has provided information about the only other litigation she has ever been involved in, her divorce from her former husband 7 years ago. Plaintiff believes the actual divorce documents are irrelevant to this action, especially in light of the fact that the divorce took place 7 years ago.

C. Request to Produce No. 4

Request to Produce No. 4 seeks disclosure of Plaintiff's tax returns. No South Carolina court has addressed the appropriate test to determine a discovery dispute over the production of income tax returns. However, several cases within the Fourth Circuit provide guidance on this issue. Generally, the disclosure of tax returns is disfavored. *Interstate Narrow Fabrics, Inc. v. Century USA, Inc.*, No. 1:02CV00146, 2004 U.S. Dist. LEXIS 3839, at *1 (M.D.N.C. 2004) (Exhibit B). Courts within the Fourth Circuit rely on a two part test to determine if tax returns are discoverable. *Id.* at *2. The tax returns will be discoverable if they are: (1) "relevant to the matter in dispute"; and (2) "the information is not available from other sources." *Id.* (citing *Terwilliger v. York Int'l Corp.*, 176 F.R.D. 214, 216-17 (W.D. Va. 1997)). Most importantly, the party seeking the tax returns has the burden to show to relevance. *Id.* If the party seeking disclosure carries that burden, the burden then shifts to the opposing party to show that the information is available from an alternate source. *Id.*

The case of *Terwillinger v. York International Corporation* is particularly instructive. (Exhibit B.) In *Terwillinger*, the Defendant Corporation sought the individual tax returns of the plaintiff since it was "relevant to his claim for damages." 176 F.R.D. at 216. The plaintiff successfully argued that the while his *wages* were relevant (as opposed to all other information on the tax returns), the wage information was easily obtained from other sources such as his deposition, responses to interrogatories, and the fact that his "salary history was easily accessible ... through employment records" and, therefore, disclosure of the full tax returns was not relevant or necessary. *Id.* In ruling that the tax returns were not discoverable, the court pointed out that "unnecessary disclosure of tax returns is to be avoided." *Id.*

District Courts in the Fourth Circuit have applied the *Terwillinger* test regarding discovery of tax returns. In *Hastings v. OneWest Bank*, 2013 U.S. Dist. LEXIS 52331 (D. Md. April 11, 2013), a District of Maryland Court held that personal tax returns are not discoverable in a breach of contract case as they are irrelevant. (Exhibit B.) In *Donin v. McAloon*, 2011 U.S. Dist. LEXIS 53879 (W.D.N.C. May 18, 2011), a North Carolina District Court applied the *Terwillinger* test and determined that as back taxes were owed to the IRS by the plaintiff, that fact could be causing emotional distress damages and, therefore, the tax returns were relevant. (Exhibit B.) That case is distinguished on the facts and represents a very limited exception to the general rule that the unnecessary disclosure of tax returns is to be avoided.

In the present case, Defendants have failed to carry their burden to prove that the information sought in the tax returns is relevant. Plaintiff has already responded in written responses to discovery that she has not had employment since her wrongful termination and all of Plaintiff's earnings prior to her termination are already known to Defendants who were her employer.

D. Request to Produce No. 11

Request No. 11 seeks all of Plaintiff's medical records from the past ten and one half years. Plaintiff objects that this request is overly broad. Plaintiff has already produced any documents she "contends are reasonably related to her physical, emotional, or health condition, and/or any documents regarding or touching upon liability and damages issues which are the subject of Plaintiff's claims in this lawsuit." (See Plaintiff's Response to Defendants' Request to Produce No. 12 on page 10 of Exhibit A.) Because Plaintiff has already responded fully to Request No. 12, Defendants are already in possession of all relevant medical records. Defendants have not offered any explanation as to why additional medical records from the past ten and one half years are relevant. Plaintiff respectfully requests that the Court deny Defendants' Motion because Plaintiff has already produced relevant records or, in the alternative, limit Defendant's request to a reasonable amount of time, such as three (3) years prior to the filing of this lawsuit. *See, e.g., Kinser v. United Methodist Agency for the Retarded*, 2014 U.S. Dist. LEXIS 5028 (W.D.N.C. Jan. 14, 2014) (limiting a request for medical records from ten years to three years in an employment case) (Exhibit B).

CONCLUSION

For the reasons outlined herein, Plaintiff respectfully requests that this Court deny Defendants' Motion to Compel.

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Charleston, South Carolina

Date: July 17, 2014

Exhibit A

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

June 20, 2014

Eugene H. Matthews, Esquire
Richardson Plowden
1900 Barnwell Street
Columbia, SC 29201

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-05-0271
Our File No.: 11463

Dear Gene,

Thank you for your letter objecting to my discovery responses which I received Friday, June 13th. Please accept this letter as supplemental information and clarification.

Interrogatory Objections

1. Interrogatory No. 5: Please list all damages claimed by Plaintiff in this matter by type, amount, and the cause of action to which the damages are related. Please provide a detailed and itemized calculation of the total.

RESPONSE: Plaintiff's damages include back pay wages, lost future wages, reputation damages, emotional distress and other tort damages, punitive damages against the individually named Defendant Stanton, and attorney fees and costs. The total amount of damages against the state entity exceeds the cap under the State's Tort Claims Act.

You objected to me not calculating the wage damages. As your client DEW was the entity that paid Ms. Paul her wages, I am surprised that its payroll department does not know what amount of wages she was paid. Nevertheless, based on Ms. Paul's paycheck stubs, I calculate Ms. Paul's back wage damages as $7,883.56 per month, and as of today, six (6) times that amount as Ms. Paul was terminated six (6) months ago, or $47,301.36. This amount is based on an annual salary of $89,610 and represents $3,733.75 gross bi-monthly wages before taxes; $208.03 lost (7.5%) monthly contribution to her state retirement account. I have not calculated the value of the loss of a $300,000 term life insurance policy and all of Ms. Paul's sick leave, or the value of the loss of a supplemental long term disability policy. Ms. Paul's wage damages will continue to increase each

month she is out of work by an additional $7,883.56 until she obtains new employment at which time her lost wages will be recalculated. We also anticipate that we may hire an expert to calculate Ms. Paul's long term front pay damages in the event she does not obtain employment in the next few months, and we will supplement this Response at that time with that information.

2. Interrogatory No. 10: Please identify with specificity any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PIT of any SCDEW employee other than herself.

RESPONSE: The only USB stick Plaintiff had in her possession at the time of her suspension was a personal thumb drive, not state property, and which thumb drive she personally destroyed when she suspected Defendant Stanton was going to use the PII data issue to defame her, which Defendant Stanton did.

You objected to my client not identifying with specificity any flash drive, etc. that she ever used while employed. The only thumb drive Plaintiff used was the one she was advised to purchase with her own funds by IT Director, Neal Adcox, which is now destroyed. Ms. Paul does not recall ever loading any PII data on to that thumb drive as she has previously testified. Therefore, the answer is None.

3. Interrogatory No. 12: Please identify the dates, times and places of any action taken by Defendant Stanton that supports Plaintiff's allegations that Defendant Stanton acted outside the scope of her authority, duty, or employment.

RESPONSE: Defendant Stanton had a personal dislike for Plaintiff as evidenced through her speech and her actions. Stanton was not authorized to unilaterally change Plaintiff's job description or to harm Plaintiff by disciplining Plaintiff for petty reasons; ordering Plaintiff not to communicate with other employees; requiring Plaintiff be physically isolated from other DEW employees; fabricating a false reason to terminate Plaintiff; and defaming Plaintiff by falsely accusing her of violating the State Ethics Act and accessing and distributing personal employee information (as recently as May 2014) in order to cause Plaintiff the loss of her job and ruin Plaintiff's reputation. Stanton functionally demoted Plaintiff by stripping her of all her direct reports with the exception of training; not permitting her to communicate with the HR employees in person or over the phone, removing her from Executive Staff meetings Plaintiff had regularly attended for years, and prohibiting Plaintiff from appearing at certain locations in public buildings. All of these actions were taken in violation of State personnel policies and were defamatory by innuendo. Stanton is not authorized to violate State policies or defame employees. Further, Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended multiple meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants.

You objected to this Response as you allege Defendant Stanton does not know which employees she required to attend meetings that she scheduled at DEW in December of 2013 and

January of 2014 which my client did not attend as she had been suspended by Stanton before those meetings occurred. Again, notwithstanding the fact that Stanton likely knows which employees she required to attend the meetings she called, and to whom she sent emails, we supplement our Response as follows: Plaintiff understands that the employees present at those meetings were the members of DEW's Leadership Team, HR and training team, Unemployment Insurance employees, IT employees, Public Information Office employees and Office of General Counsel employees. Additionally, all active employees (approximately 950) received the January 15th email.

4. Interrogatory No. 27: Please identify all evidence supporting Plaintiff's allegation that she was defamed by SCDEW.

RESPONSE: See Response to Interrogatory No. 12 above. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Besides the employees who were not Ms. Paul's supervisors who were invited to the meetings mentioned in Interrogatory No. 12 who heard the false allegations made against Ms. Paul, the other evidence that supports Ms. Paul's defamation claim include: 1) the Agency's action of preparing a press release that it knew or should have known was false (especially when DEW previously had a policy of not publicizing employee disciplinary issues); 2) Defendants' use of the terms "data breach" and "breach" to infer Ms. Paul had misused PII data, which is false; 3) Defendants' public statements that Plaintiff violated DEW policies, which is false; and 4) Defendants' continued efforts to infer criminal law violations by Ms. Paul, which Defendants know and have known is false.

5. Interrogatories No. 24 and 25: Please identify all "false and defamatory statements" made by Defendant Stanton as alleged in Paragraph 125 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: Plaintiff objects to this Interrogatory as it is premature and Stanton continues to make false statements about Plaintiff. However, Stanton has defamed Plaintiff repeatedly and often. Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended meetings Defendant Stanton called in December of 2013 and January of 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants. Additionally, Defendant sent a letter to all current and former employees of DEW alleging Plaintiff had compromised their data which Defendant knew or should have known was not true, and Defendant sent a false press release to the State paper. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Interrogatory No. 25: Please identify all "false and defamatory" statements made by Defendant Stanton as alleged in Paragraphs 132 and 133 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: See Response to Interrogatory No. 23 above.

You objected that our Responses were not specific enough. Plaintiff supplements her response as follows: It is false and defamatory to accuse an employee of stealing PII data or creating a "data breach" when she did not, and when the employer has no evidence that she did. It is false and defamatory to allege an employee is using public property for her own profit and violating the State Ethics Act when there is no evidence such has occurred. It is false and defamatory to infer an employee has violated various criminal laws when there is no evidence such has occurred. It is false and defamatory to accuse an employee of creating a "data breach" or "breach" when no such thing has occurred and the employer has no evidence to support such an allegation. It is false and defamatory to place an employee on suspension and then to terminate her when she has not violated any policies that would support termination. Stanton and DEW recklessly and repeatedly over the course of many weeks made and caused these false and defamatory statements about Ms. Paul to be made and continue to assert them in order to harm her. Plaintiff's continued inability to find employment is also evidence supporting her defamation claim.

6. Interrogatories No. 29 and No. 30: Please identify by name all "lower level employees" and "senior staff' referenced in Paragraph 137 of Plaintiffs Complaint.

RESPONSE: All of the employees who attended two meetings Defendant Stanton called in December of 2013 and January 2014, and all of the employees who received a January 15th email from Defendant Stanton. The names of these employees are already known to Defendants so whether they are low level employees or senior staff employees is also necessarily known to Defendants. Additionally, the names of the 5,000 current and former employees of DEW are already known to Defendants. Plaintiff reserves the right to supplement this Response as discovery proceeds.

Interrogatory No. 30: Please identify by name all "DEW employees" referenced in Paragraph 138 of Plaintiffs Complaint.

RESPONSE: Plaintiff objects to this Interrogatory as Stanton's defamatory statements against Plaintiff were heard by all of the employees who attended this meeting that Defendant Stanton called so the names of the employees in attendance are already known to Defendants, whereas Plaintiff was not at this meeting.

You objected to our responses as you allege Defendant Stanton does not know which employees she required to attend meetings she called at DEW in December of 2013 and January of 2014 which my client did not attend, and she does not know to whom she sent an email dated January 15, 2014. Again, notwithstanding the fact that Stanton likely knows which employees she required to attend meetings and to whom she sent emails, we supplement this Response as follows: Plaintiff understands that the employees present at those meetings were the members of DEW's Leadership Team, HR and training team, Unemployment Insurance employees, IT

employees, Public Information Office employees and Office of General Counsel employees. Additionally, all active employees (approximately 950) received the January 15th email.

7. Interrogatory No. 36: Please identify all ways in which the SCDEW violated S.C. Code § 1-11-490 as alleged in Paragraph 161 of Plaintiff's Complaint.

RESPONSE: Plaintiff objects to this Interrogatory to the extent it seeks identification of information that "support" a particular fact or contention, as such information is protected by the attorney-client work-product and attorney-client privilege and also protected by Rule 33 (d).

Notwithstanding this objection, Defendants violated this section of the law by sending notification of a breach of the security system when there was no reasonable belief that any PII data had been acquired by an unauthorized person, as Ms. Paul was absolutely authorized to access PII data because it was part of her job to do so, and there was no reason to believe Ms. Paul was likely to illegally use PII data. Therefore, Defendants violated section (A).

Further, there was no breach of the security of the data, which fact was known to DEW, so Defendants violated section (B). Defendants also violated section (D)(2) by alleging a breach of the security of the system had occurred, which they knew was false. Defendants further ignored the definition of "good faith acquisition" in this subsection. Further, per section (G), Plaintiff is a resident of this state injured by Defendants' violation of this statute and, therefore, has standing to allege a violation of this statute.

8. Interrogatory No. 41: Other than this lawsuit, please describe the circumstances surrounding any civil actions or family court matters brought by or against Plaintiff, including the parties, court of jurisdiction, case number, and the disposition of those actions or charges.

RESPONSE: Plaintiff objects to this Interrogatory as it seeks personal information family court information not relevant to the allegations in Plaintiff's Complaint and not reasonably calculated to lead to probative or admissible evidence. Notwithstanding this objection, none, other than previous divorce proceedings which are irrelevant.

Plaintiff's divorce was several years ago and she has been happily remarried since October of 2007 for almost seven (7) years. We will not produce this information without a Court Order as it violates her privacy and is irrelevant.

9. Interrogatory No. 43: Please list any number for Plaintiff's home telephone(s), cell phone(s), or other mobile device(s) used at any time since January 1, 2013.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff

does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often. Plaintiff is concerned that Defendants will retaliate against her personal friends if their names are provided to Defendants. Finally, Plaintiff objects to this Interrogatory on the basis of attorney client privilege to the extent it is intended to obtain information regarding Plaintiff's communications with her counsel.

Plaintiff' personal conversations with her personal friends are irrelevant to this law suit. It is an invasion of Plaintiff's privacy to require her to name all of the employees at DEW whom she considers her personal friends. Stanton's past behavior indicates she will retaliate against Plaintiff's friends as shortly after Plaintiff was wrongfully suspended, Defendant Stanton instructed everyone at DEW to have no contact at all with Plaintiff and one of Plaintiff's friends then felt compelled to prohibit Plaintiff from bringing her daughter to a birthday party for that employee's seven (7) year old daughter. Based on Stanton's past actions, Plaintiff will not name her personal friends as this information is irrelevant and likely to lead to retaliation by Stanton against her friends.

10. Interrogatory No. 44: Please list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory to the extent it is intended to find out if Plaintiff has spoken to anyone working at DEW since January 1, 2013. Plaintiff still has close personal friends at DEW with whom she has not discussed this litigation but with whom she communicates often and those communications are not relevant to this litigation.

Plaintiff supplements this Response by stating, None, other than communicating with personal friends for personal reasons. Defendants' continued requests for information regarding Plaintiff's personal friends is an invasion of privacy and irrelevant.

11. Interrogatory No. 45: Please identify all persons, by name and telephone number, the persons who Plaintiff called or who called Plaintiff, that are referenced on Exhibit "A."

RESPONSE: Plaintiff cannot respond to this Interrogatory as she does not know what "Exhibit A" is and there is no such exhibit attached to the Interrogatories.

Having reviewed Exhibit A for the first time, Plaintiff responds as follows:

1. Unknown
2. Unknown
3. Unknown
4. Kevin Paul
5. Unknown
6. Kevin Paul
7. Kevin Paul
8. Unknown
9. Unknown
10. Unknown
11. Unknown
12. Unknown
13. Unknown
14. Unknown
15. Unknown
16. Unknown
17. Unknown
18. Kevin Paul
19. Lori Adler
20. Lori Adler

12. Interrogatory No. 46: Please name all attorney(s) who advised Plaintiff since September 1, 2013, concerning any matter related to SCDEW or Defendant Stanton, and the dates that the attorney(s) so named represented Plaintiff.

RESPONSE: Plaintiff objects to this Interrogatory as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without an explanation by Defendant as to the relevance of this Interrogatory, Plaintiff does not intend to provide a response. Plaintiff further objects to this Interrogatory as it uses terms that are is vague, ambiguous and undefined. Plaintiff does not know what the terms "advise" and "represent" mean and she requires further clarification or additional details in order to be able to respond to the same.

Plaintiff supplements this response by stating as it is unethical for attorneys to provide legal advice to or represent persons who are not their clients, the only attorney who advised or represented Plaintiff after September 1, 2013 is Nancy Bloodgood who was retained as counsel by Plaintiff on December 31, 2013.

13. Interrogatory No. 47: Please list all employers to whom Plaintiff has submitted an employment application, including date of application and position sought, since January 1, 2013.

RESPONSE: Plaintiff objects to providing Defendants the names of any employers with whom she has applications for employment still pending on the basis that Plaintiff's answer to this Interrogatory may result in Defendant interfering with Plaintiff's ability to obtain new employment. If Defendants agree not to interfere with Plaintiff's attempts to find new employment by agreeing not to contact employers with whom Plaintiff's employment applications are still pending, Plaintiff will supplement this Response. Notwithstanding this objection, the following is a list of employers to whom Plaintiff has submitted employment applications since January 1, 2013 and with whom she is not under consideration for employment as the positions have been filled:

HR Director-Element Electronics
Community Development Director-Lexington County
Management Consultant International Services
HR Director Elauwit Networks
Site Human Resources Mgr., Faurecia
People soft HR Functional Analyst
Sr. HR Manager, Aramark
Project Manager Lexington County
Project Manager Innovation Group
HR Directory Chester Senior Services Inc.
HR Director Ben Arnold Beverage
HR Business Partner. Schneider Electric
Administrative Manager Masco Corporation
Business Consultant HCM Lawson Talent Management-Info
HR Manager Recruitment Manager Whaley Foodservice
Field Director Planned Parenthood
Compensation Analyst I Aflac
Payroll Manager Robert Half & Accting
HR Manager CoreLogic
Director of Quality Sterling Life Services
Management position EDEI
Equal Opportunity Specialist USDA
HR Generalist-Find Great People
HR Generalist-Staples
Executive Dir of HR-Westport International
HR Manager Global Co-Gallman
Admin Coor/Acct Mgr- Find Great People
Business Analyst I-Aflac
Regional HR Generalist CMC Steel
szHR/Recruiting Manager-Lexington Co-Robert Half
Office Manager-Caris Healthcare
HR Manager Bryant Bureau
HR Director-Blanchard CAT
HR Director-Sherpa
HR Recruiter-Lexington-Robert Half

Training & Systems Specialist-Jarden
HR Manager-Roper Staffing
HR Business Partner-Amazon
HR Manager-Columbia-Undisclosed chemical manufacturer
HR Manager-Apex Tool Corp
Sr. HR manager: Product Management & Service- Apex Tool Corp.
HR Manager-Phillips Staffing
Transformational Change Management-Sr. Manager- PWC
Recruiting Manager-SMX
PeopleSoft Business Analyst-Hallmark
HR Recruiting Generalist-Hubbell Inc.
HR Recruitment Mgr-CEO Inc.
HR Director-local transport co.
HR Analyst-McAngus Goudelook & Courie

Plaintiff has no new information to add to this list and has stopped submitting written applications as she has knowledge that the Governor's Chief of Staff was contacted by at least one state agency and ensured Plaintiff was not hired.

Requests to Produce Objections

1. Request to Produce No. 4: Please provide copies of Plaintiff's federal and state income tax returns for 2012, 2013, and every year up to time for trial in this case, including all supporting documents and W-2 forms, any and all other documentation upon which Plaintiff relies in claiming damages.

RESPONSE: Plaintiff objects to this Request as Defendant has provided no compelling reason requiring the production of confidential tax returns. *See, Hastings v. OneWest Bank*, 2013 U.S. Dist. LEXIS 52331 (D. Md.); *Donin v. McAloon*, 2011 U.S. Dist. LEXIS 53879 (W.D.N.C.); *Terwilliger v. York Int'l Corp.*, 176 F.R.D. 214, 217-219 (W.D. Va. 1997); *Gattegno v. PricewaterhouseCoopers*, LLP, 205 F.R.D. 70, 73 (D.Conn. 2001); *Lemanik v. McKinley Allsopp, Inc.*, 125 F.R.D. 602, 609 (S.D.N.Y. 1989); *United States v. Bonanno Organized Crime Family*, 119 F.R.D. 625, 627 (E.D.N.Y. 1988); *Payne v. Howard*, 75 F.R.D. 465, 469 (D.D.C. 1977). Plaintiff further objects to this Request on the basis it requests documents and/or information already in the possession of Defendant or easily obtainable from other sources, including Defendant's own files which accurately reflect all of Plaintiff's wages for 2012 and 2013. Notwithstanding these objections, Plaintiff's only income while employed by DEW in 2012 and 2013 was her salary and her husband's salary, and as Plaintiff has not been employed since her wrongful termination, there is no relevant information in her tax returns. As is already known to Defendants, Plaintiff's husband is also a state employee and his wages are already known to Defendants. Plaintiff has had no income since her wrongful termination so the information already in Defendant's possession is complete and accurate and there is no reason for Plaintiff to produce her confidential tax returns to Defendants.

Plaintiff repeats her answer and will only provide W2's, all of which W2's are already in Defendant DEW's possession.

2. Request to Produce No. 11: Please provide copies of health care records, whether related to Plaintiff's physical or mental health and/or drug or alcohol use, including, but not limited to, office records from treatment rendered to Plaintiff on an outpatient basis, and/or hospital records from treatment rendered to Plaintiff at any facility, including emergency room records, histories and physicals, discharge summaries, consults, physician's orders, physician's notes, nurse's notes and medication, any and all x-rays, triage records, surgical records, prescriptions, rehabilitation records, financial records, bills, invoices, writings, notes or memoranda of each health care provider, including but not limited to those of doctors, nurses, psychologists, social workers, practitioners, podiatrists, emergency rooms, hospitals, clinics, drug stores, institutions or other health care providers or third party private or governmental health or accident insurers who examined, treated, or provided related care and/or services to Plaintiff since January 1, 2004 and/or in connection with the injuries alleged in the Complaint.

RESPONSE: Plaintiff objects to this Request as it is overly broad, unduly burdensome, seeks evidence that is irrelevant and beyond the issues and defenses in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection, as the result of the emotional trauma and humiliation Defendants have caused Plaintiff through their actions after January 2011, Plaintiff has sought medical attention from Dr. John H. Moore. Plaintiff's medical records from Dr. Moore from January 2011 forward, are attached and bate stamped Plaintiff 04 - 043. Pharmacy records are attached and bate stamped Plaintiff 044 - 046.

Plaintiff objects to the length of time for medical records requested and will not produce the same without a Court Order as such is an unreasonable invasion of privacy and irrelevant.

3. Request to Produce No. 12: Please provide each and every invoice, statement, document, bill for medicine, treatment, rehabilitation, hospitalization and for any other expenditures and monetary damage amounts for which Plaintiff or her witnesses contend are reasonably related to her physical, emotional or health condition, and/or any documents regarding or touching upon liability and damage issues which are the subject of Plaintiff's claims in this lawsuit.

RESPONSE: Records from Walgreens attached and bate stamped Plaintiff 044 - 046.

Plaintiff supplements this response by stating she has no additional responsive documents.

4. Request to Produce No. 13: Please provide all reports, written memoranda and any other documents of any physician or health care provider who has reviewed the medical records of Plaintiff regardless of whether or not such person will be used as a witness on behalf of Plaintiff.

RESPONSE: See Response to Request to Produce No. 11 herein.

Plaintiff repeats her previous response and supplements it by adding that she has no idea which health care providers have reviewed her medical records and that she had not provided medical records to any healthcare providers, has not named any healthcare providers as witnesses and does not intend to call any healthcare providers as witnesses in this case.

5. Request to Produce No. 16: Please provide all documents related to any civil or criminal proceeding or lawsuit in which Plaintiff was involved as a party or witness.

RESPONSE: Plaintiff objects to this Request on the grounds that the documents requested are personal and confidential and are not reasonably calculated to lead to admissible evidence. Notwithstanding this objection, other than dated family court records which are irrelevant to this Complaint, none.

Plaintiff's divorce was several years ago and she has been happily remarried for almost seven (7) years. There is nothing relevant to emotional distress damages from an old divorce and Plaintiff will not produce this information without a Court Order as it is an invasion of privacy and irrelevant.

Requests to Admit Objections

Requests to Admit Nos. 21-24:

21. Admit that Plaintiff downloaded or copied files containing the PII of SCDEW employees other than herself onto a USB drive (or "stick") on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

22. Admit that the USB drive (or "stick") referenced in Request #21 was not encrypted.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

23. Admit that the USB drive (or "stick") referenced in Request #21 was in Plaintiff's possession when she left SCDEW premises on November 20, 2013.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

24. Admit that Plaintiff downloaded or copied the PIT of SCDEW employees other than herself devices other than the USB drive (or "stick") referenced in Request #21.

RESPONSE: Deny. Plaintiff does not recall downloading any information onto a USB drive on November 20, 2013.

Plaintiff is not going to change her answers because Defendants don't like them. The answers to Requests to Admit Nos. 21-24 are true and accurate and she has never said anything to the contrary.

With kindest regards, I am

Sincerely,

Nancy

Nancy Bloodgood

NB/alk

cc: Kerry Paul

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

August 5, 2014

BY EMAIL ONLY
Eugene H. Matthews, Esquire
Richardson Plowden
1900 Barnwell Street
Columbia, SC 29201
gmatthews@richardsonplowden.com

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-05-0271
Our File No.: 11463

Dear Gene,

Pursuant to our agreement regarding supplementing our discovery responses to your Motion to Compel, please accept this letter as additional information regarding your discovery objections.

Interrogatories

1. Interrogatories 26, 28, 31, and 32: These Interrogatories request the names of employees who heard defamatory statements.

RESPONSE: Plaintiff supplements her response by describing the defamatory actions Defendant DEW and Defendant Stanton took as follows:

1. **Beginning August 22, 2013, Stanton stripped Plaintiff of most of her direct reports and prohibited Plaintiff from attending Executive Leadership meetings, which actions inferred to members of the Executive Leadership team and to HR Staff Plaintiff had previously supervised that Plaintiff was incompetent in her job and that she could not be trusted. The witnesses to these defamatory actions are Plaintiff, Cheryl Stanton, Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal**

Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director), Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, and Ashley Burke.

2. Starting on August 22, 2013 and continuing through September 2013, Stanton prohibited Plaintiff from communicating with any DEW executive leadership team, with HR employees other than training staff, from physically being present on the sixth floor of the RED building which was where all HR staff was located, and then Stanton banished Plaintiff to an office in another building (the Harper Building) away from all HR staff, while at the same time returning Plaintiff to the position of HR Director but moving the HR Management function to Darrell Scott and to Plaintiff's Assistant Koa Morgan. The persons who would have seen and known about these wrongful actions and who would have inferred Plaintiff had was incompetent in her job as HR Director are Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director), Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, Ashley Burke, Jeremy Cannon, Adam Twitty, Glenn Connelly, Mary Kathryn Craft, and Molly Brantley.

3. Stanton and DEW falsely accused Plaintiff of violating the State Ethics Act during meetings held on December 20, 2013 and January 3, 2014 when there was no evidence at all to support such accusations in order to cause Plaintiff the loss of her job and ruin Plaintiff's reputation. Stanton and DEW inferred Plaintiff had done something criminal by stating on December 20, 2013 that Plaintiff was responsible for a data breach which was similar to the data breach that had occurred at DOR; Stanton then forbid any employee from speaking to Plaintiff, inferring Plaintiff had committed a crime because she stated that Chief Keel from SLED did not want anyone speaking to her. The employees to whom these false statements were published on December 20, 2013 were Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Jeremy Cannon sitting in for Erica Von Nessen who was in NY, Neil Adcox, Assistant Executive Director-Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, and Koa Morgan, Assistant HR Director (Acting HR Director).

On January 3, 2014, Thad Westbrook and Darrell Scott stated to employees who had no need to know at another meeting called by Stanton that Plaintiff was a "criminal actor" and again repeated that there had been a "data breach". The witnesses to this meeting were Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Jeremy Cannon, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director), Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, Ashley Burke, Jeremy Cannon, Adam Twitty, Glenn Connelly, Mary Kathryn Craft, and Molly Brantley.

4. **Stanton and DEW issued a false press release on or about January 15, 2014 accusing Plaintiff of causing a data breach when they knew or should have known this was false. The press release alleged a violation that was different than what had been stated in Plaintiff's termination letter. Witnesses who knew of this read this false press release and believed Plaintiff had done something wrong are Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director), Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, Ashley Burke, Jeremy Cannon, Adam Twitty, Glenn Connelly, Mary Kathryn Craft, and Molly Brantley, As well as Governor's office staff, including Ted Pitts, Doug Mayer, Katherin Veldran, and Tim Pearson.**

Plaintiff reserves the right to supplement this Response.

2. Interrogatory No. 5: Please list all damages claimed by Plaintiff in this matter by type, amount, and the cause of action to which the damages are related. Please provide a detailed and itemized calculation of the total.

RESPONSE: Plaintiff has no additional information with which to supplement her response of June 20, 2014.

3. Interrogatory No. 10: Please identify with specificity any flash drive, USB stick, CD-ROM, external hard drive, or any other removable media device on which Plaintiff downloaded, accessed, or stored the PIT of any SCDEW employee other than herself.

RESPONSE: Defendant has clarified that this Interrogatory is not limited to "at the time of her suspension" so Plaintiff supplements the response she provided June 20, 2014 by stating although Plaintiff routinely used flash drives, USB sticks, CD-ROMs, external hard drives, and other removable media device while employed (as she was fully authorized to do and as was necessary to perform her job), Plaintiff cannot identify with specificity any of these items because she does not have them in her possession and does not recall the specific details about any of them as they were used at different times for different periods of time over the course of many years and to her knowledge they no longer exist. To Plaintiff's knowledge any responsive thumb drives were either left at her office or returned to DEW and there are none in her possession.

4. Interrogatory No. 12: Please identify the dates, times and places of any action taken by Defendant Stanton that supports Plaintiff's allegations that Defendant Stanton acted outside the scope of her authority, duty, or employment.

RESPONSE:

1. **Stanton was not authorized to discipline Plaintiff for petty and false reasons in violation of the State's Personnel Policies and DEW's Progressive Discipline Policy. Stanton tried to suspend Plaintiff for talking to an employee about a personnel matter in August of 2013. Stanton attempted to suspend Plaintiff for this alleged violation but after realizing that she could not do so in accordance with DEW's or the State's HR policies Stanton then tried to call the two day forced leave she had given Plaintiff "sick leave", again in violation of State and DEW HR policies, as Plaintiff was not sick. Stanton then failed to record this wrongful two day sick leave she knew her actions were unauthorized. Stanton provided Plaintiff a false oral conference memo on August 22, 2013. About a month later, Stanton prepared a written reprimand for Plaintiff after Plaintiff spoke to two co-workers on October 29, 2013 who approached her to discuss Halloween and a Mexican restaurant; these co-workers had not been told by Stanton that they could not speak to Plaintiff.**

2. **On November 5, 2013, Stanton asked Plaintiff about her job search, again trying to force Plaintiff out of her job without any authority.**

3. **On December 19, 2013, Stanton suspended Plaintiff in violation of DEW's policies.**

4. **Stanton was not authorized to slander Plaintiff by falsely accusing Plaintiff of being responsible for a data breach and for calling, or causing Plaintiff to be called, a criminal actor in meetings of employees, many of whom were employees Plaintiff had supervised.**

5. **Stanton was not authorized to falsely accuse Plaintiff of violating the State Ethics Act.**

6. **Stanton was not authorized to provide SLED and the press false information about Plaintiff.**

Plaintiff reserves the right to supplement this Response.

4. Interrogatory Nos. 24 and 25: Please identify all "false and defamatory statements" made by Defendant Stanton as alleged in Paragraph 125 of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement.

RESPONSE: Plaintiff supplements her Response by stating that there is no allegation of "false and defamatory statements" made in Paragraph 125 of Plaintiff's Complaint. Paragraph 125 of Plaintiff's Complaint states, "Besides providing an Affidavit and the destroyed USB stick, Plaintiff further cooperated by taking two polygraph tests."

5. Interrogatory No. 27: Please identify all evidence supporting Plaintiff's allegation that she was defamed by SCDEW.

RESPONSE: Affidavit prepared by SLED in support of its irregular search warrant; DEW's Press Release of January 15, 2014; Defendant's September 2013 List of Management Employees; the HR Management Drive benefits file; Plaintiff's destroyed personal thumb drive. Plaintiff reserves the right to supplement this Response.

6. Interrogatory No. 29: Please identify by name all "lower level employees" and "senior staff referenced in Paragraph 137 of Plaintiffs Complaint.

RESPONSE: Plaintiff supplements her response by stating that the "lower level" employees at DEW who heard Stanton's false and defamatory statements that Plaintiff was a thief and she was being uncooperative were Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, Ashley Burke, Jeremy Cannon, Adam Twitty, Glenn Connelly, Mary Kathryn Craft, and Molly Brantley.

The "senior staff" at other agencies who heard Stanton's false and defamatory statements that Plaintiff was a thief and she was being uncooperative were Ted Pitts, Swati Patel, SLED Agent David Dove, Mark Keel, Doug Mayer, Tim Pearson, and Katherine Veldran.

Plaintiff reserves the right to supplement this Response.

7. Interrogatory No. 30: Please identify by name all "DEW employees" referenced in Paragraph 138 of Plaintiffs Complaint.

RESPONSE: Stanton told the following "DEW employees" at a meeting she called on December 19th they were not allowed to speak to Plaintiff and she would fire them if they did: Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, and Koa Morgan, Assistant HR Director (Acting HR Director).

8. Interrogatory No. 41: Other than this lawsuit, please describe the circumstances surrounding any civil actions or family court matters brought by or against Plaintiff, including the parties, court of jurisdiction, case number, and the disposition of those actions or charges.

RESPONSE: Plaintiff was involved in an uncontested divorce in 2006 in Lexington County. Any and all divorce records in Plaintiff's possession will be produced.

9. Interrogatory No. 43: Please list any number for Plaintiff's home telephone(s), cell phone(s), or other mobile device(s) used at any time since January 1, 2013.

RESPONSE: Based on Defendant's clarification of the relevance and limitation of this request to determine whether Plaintiff self-publicized any defamatory statements made about her, Plaintiff has agreed to obtain cell phone records and produce them to Defendant. Plaintiff does not have long distance on her home phone and local calls are not shown on her bills so there are no responsive home phone records to this Response.

10. Interrogatory No. 44: Please list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication.

RESPONSE: Based on Defendant's clarification of the relevance and limitation of this request, Plaintiff responds, "No one."

11. Interrogatory No. 47: Please list all employers to whom Plaintiff has submitted an employment application, including date of application and position sought, since January 1, 2013.

RESPONSE: Plaintiff has nothing to supplement regarding her previous response to this Interrogatory.

Requests to Produce

1. Request to Produce No. 4: Please provide copies of Plaintiff's federal and state income tax returns for 2012, 2013, and every year up to time for trial in this case, including all supporting documents and W-2 forms, any and all other documentation upon which Plaintiff relies in claiming damages.

RESPONSE: Per the agreement of counsel, Plaintiff will assemble and provide these documents.

2. Request to Produce No. 11: Please provide copies of health care records, whether related to Plaintiff's physical or mental health and/or drug or alcohol use, including, but not limited to, office records from treatment rendered to Plaintiff on an outpatient basis, and/or hospital records from treatment rendered to Plaintiff at any facility, including emergency room records, histories and physicals, discharge summaries, consults, physician's orders, physician's notes, nurse's notes and medication, any and all x-rays, triage records, surgical records, prescriptions, rehabilitation records, financial records, bills, invoices, writings, notes or memoranda of each health care provider, including but not limited to those of doctors, nurses, psychologists, social workers, practitioners, podiatrists, emergency rooms, hospitals, clinics, drug stores, institutions or other health care providers or third party private or governmental health or accident insurers who examined, treated, or provided related care and/or services to Plaintiff since January 1, 2004 and/or in connection with the injuries alleged in the Complaint.

RESPONSE: Per agreement of counsel, Plaintiff will assemble and provide additional medical documents.

3. Request to Produce No. 12: Please provide each and every invoice, statement, document, bill for medicine, treatment, rehabilitation, hospitalization and for any other expenditures and monetary damage amounts for which Plaintiff or her witnesses contend are reasonably related to her physical, emotional or health condition, and/or any documents regarding or touching upon liability and damage issues which are the subject of Plaintiff's claims in this lawsuit.

RESPONSE: Plaintiff has no additional documents to supplement this response at this time.

4. Request to Produce No. 13: Please provide all reports, written memoranda and any other documents of any physician or health care provider who has reviewed the medical records of Plaintiff regardless of whether or not such person will be used as a witness on behalf of Plaintiff.

RESPONSE: None.

5. Request to Produce No. 16: Please provide all documents related to any civil or criminal proceeding or lawsuit in which Plaintiff was involved as a party or witness.

RESPONSE: Plaintiff repeats her previous response and responds, None other than family court records from an uncontested divorce in 2006 which will be produced.

With kindest regards, I am

Sincerely,

Nancy

Nancy Bloodgood

NB/alk

cc: Kerry Paul, *via email*

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Certified Specialist in Employment & Labor Law
by the Supreme Court of South Carolina

Licensed in South Carolina and North Carolina

August 6, 2014

VIA E-MAIL TO: nbloodgood@fosterfoster.com
Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

RE: *Kerry Paul v. Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce*
C/A No.: 2014-CP-40-00271
Our File No.: 181-728

Dear Nancy:

Yesterday afternoon, I received your client's supplementary answers to our Interrogatories. Based on an initial review, we believe these answers raise important concerns that must be immediately addressed.

1. One of your client's answers raises a very serious issue regarding the breach of SCDEW's attorney-client privilege with a law firm it hired to give legal advice and guidance to SCDEW employees concerning issues relevant to this case. Specifically, at the top of page of 3 of your responses, your client has referenced statement(s) allegedly made by Thad Westbrook, Esq., an attorney with Nelson Mullins Riley & Scarborough, LLP, during a purported meeting with several SCDEW employees on January 3, 2014.

   Further, your client's response clearly acknowledges that the only persons present at the alleged meeting were SCDEW employees and SCDEW legal counsel. For that reason alone, and the clear nature of the privileged communications at issue, we are very troubled by your client's knowledge of privileged communications, as well as the failure to protect these privileged communications. *See Camden v. State of Maryland*, 910 F. Supp. 1115, 1116 (D. Md. 1996).

   This reference is, in our view, a clear breach of SCDEW's attorney-client privilege with its lawyers at Nelson Mullins Riley & Scarborough, LLP. SCDEW has certainly given no current or former employee of SCDEW the authority to breach this privilege, and your

client's use of this purported communication is entirely unauthorized. For that reason, you and your client must identify the source of the breach no later than **close of business on Thursday, August 7, 2014**. SCDEW also reserves the right to pursue its remedies, including steps to protect its privileged communications.

2. Your client's answers also raise important issues concerning her responsiveness and candor. For instance, Interrogatory No. 32 directs your client to "identify by name the persons who informed Plaintiff that Defendant Stanton made the statements referenced in Paragraphs 137, 138, and 139 of Plaintiff's Complaint." We believe your client did not response to this interrogatory.

3. Also, it is clear that Interrogatory No. 25 asks your client to "identify all 'false and defamatory' statements made by Defendant Stanton as alleged in **Paragraphs 132 and 133** of Plaintiff's Complaint, including: (a) the time and date of the statement, (b) the persons(s) who received the statement, and (c) the content of the statement" (emphasis added). We believe your client did not response to this interrogatory.

As you can readily conclude, SCDEW regards these issues as very important, and wanted me to bring them to your attention immediately. Because Christi Cox is now involved in this case, I invite you to include her on your responses.

With kind personal regards, I am

Sincerely,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews

cc: Christi P. Cox, Esq.

EHM/jlm

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
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REPLY TO CHARLESTON

August 12, 2014

BY EMAIL ONLY
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and
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Christi.cox@hamiltonmartens.com

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-05-0271
Our File No.: 11463

Dear Gene and Christi,

Please accept this letter as supplemental information regarding Gene's discovery objections to the Interrogatories regarding defamation. Please be advised that the details of the statements Plaintiff understands were made may change once Plaintiff is able to take depositions but at this time this is the information available to Plaintiff that supports the allegations in her Complaint. Additionally, I am sending by separate letter the tax returns and family court records. I will forward the cell phone records once I have received and reviewed them from my client which will hopefully be by the end of this week.

Interrogatories

1. Interrogatory No. 32: Please identify by name the persons who informed Plaintiff that Defendant Stanton made the statements referenced in Paragraphs 137, 138, and 139 of Plaintiff's Complaint.

RESPONSE:

a. Paragraph 137 of the Complaint alleges, "After Plaintiff was placed on unpaid involuntary leave, Defendant Stanton told lower level employees at DEW and senior staff at other agencies multiple times that Plaintiff is a thief and she was being uncooperative.

On December 20, 2013, at approximately 4 p.m. in the Executive Conference Room, Stanton called a meeting and invited lower level HR staff, PI staff, and IT staff Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, Ashley Burke, Jeremy Cannon, Adam Twitty, Glenn Connelly, Mary Kathryn Craft, and Molly Brantley to attend as well as the Executive Leadership staff. Until depositions are taken, Plaintiff does not know how many of these persons attended the meeting.

At this meeting, Stanton referred to Ms. Paul by name and stated she had downloaded PII data and that she was responsible for a "data breach." Ms. Stanton talked about the data breach that had previously occurred at DOR in 2012, inferring Ms. Paul's actions were wrongful. Stanton stated Plaintiff had taken social security numbers and she had a long history of doing so, inferring Plaintiff was a thief. Stanton told these employees SLED Chief Keel told Stanton that they could not talk to Plaintiff about this matter and Stanton then threatened to fire anyone at the meeting who spoke to Plaintiff about this matter.

Plaintiff learned about this meeting because she and her husband already had New Year's Eve plans to go to a wine dinner with several friends from DEW and she was called by the husband of one of her friend's, Mark Gore, who apologized and explained that the reason he and his wife were not attending the New Year's Eve party was because there had been a meeting of DEW employees from various departments and that Stanton told everyone, including his wife that since SLED was doing an investigation of Plaintiff, his wife could not speak to Plaintiff, so he felt it would be better if they did not attend the party.

Plaintiff's counsel was contacted by Swati Patel, the Governor's General Counsel, on January 2, 2014 and asked to call her to discuss Plaintiff's "matter." In the phone call that ensued, Plaintiff's counsel informed Swati Patel that Stanton had been trying to terminate Plaintiff for months, that Ted Pitts was aware of the situation, and that Plaintiff had no idea what she was being accused of, but that she had been shown a document by a SLED agent on December 20, 2013 that she did not recognize. Plaintiff's counsel agreed to let Plaintiff meet with Swati Patel and Ted Pitts to further explain the facts and Stanton's animosity towards her.

Ted Pitts and Swati Patel of the Governor's Office met with Plaintiff the next day on January 3, 2014 and told Plaintiff that Stanton was accusing her of downloading PII data and using sensitive data in violation of the law. They specifically compared Stanton's

allegations against Plaintiff to the DOR breach in 2012 and inferred she was being dishonest with them and that she had done something wrong based on what Stanton was telling them. Plaintiff adamantly denied doing anything wrong.

At this meeting, Plaintiff was also told by Ted Pitts for the first time that the alleged unauthorized download which she was being accused of had occurred on November 20, 2013, not on December 18, 2013 as Plaintiff had previously been told by SLED Agent Dove when he was at her house on December 20, 2013. This was the first time Plaintiff had been told about a different alleged download and again, she told Ted Pitts and Swati Patel she had no recollection of downloading anything months earlier. Plaintiff also learned from Ted Pitts and Swati Patel for the first time at this meeting that the alleged download was not the 244 social security numbers on a printout that had the word "COBRA" at the top, which was the document SLED Agent Dove had shown Plaintiff, but allegedly thousands of social security numbers. Ted Pitts stressed the comparison to the 2012 DOR incident and stated the concerns the U.S. Department of Labor had with the download of information. Plaintiff stressed that no data had been compromised and that the personal USB stick had been destroyed. Ted Pitts also discussed the notification of the employees whose data has been downloaded. Plaintiff again stated no data had been compromised.

On December 20, 2013, during a staff meeting, Stanton told the assembled employees, who were from the Executive Staff, and lower level IT, HR and PI department staff (Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director), Adam Garrett, Adrienne Sorenson, Erin Bower, Sydney Evans, J. Chris Faust, Ronald Bowen, W. Spencer Miller, Pamela Martin, Ann Eldridge-Bryson, and Ashley Burke) about comments Plaintiff had made to SLED that day, a few hours earlier when Plaintiff's home had been searched during what Stanton referred to as the "criminal investigation.. Specifically, Stanton stated Plaintiff told the SLED agents that Stanton was "out to get her" and then Stanton laughed about Plaintiff's comment and called it "ridiculous." Darrell Scott called Plaintiff a disgruntled employee.

What occurred at this meeting was reported to Plaintiff by David Salley, a former DEW employee afterwards, but Plaintiff does not recall when she was also told about this meeting by Mr. Salley as she also received other reports of this meeting from other non-DEW employees. Specifically, Plaintiff learned about statements made at this meeting from Lisa Sox in Senator Alexander's office who also reported to Plaintiff that Ted Pitts in the Governor's office told Senator Alexander to call SLED directly to get "the full story" about the data breach; Plaintiff learned from Lisa Sox that Ted Pitts and Katherine Veldran of the Governor's office met with Ken Moffitt, the SC Senate's General Counsel,

and with Lisa Sox about Kerry Paul and were told in that meeting that Plaintiff had not been targeted by Stanton as she had told Ted Pitts but, rather, that there had been a routine computer check of DEW senior staff on December 18, 2013, which Plaintiff now knows from documents produced to her in discovery is not true. Ted Pitts and Katherine Veldran stated or inferred during this meeting Plaintiff was not telling the truth and had downloaded and used data she should not have. Ted Pitts also discussed Plaintiff's polygraph sessions with SLED and Ms. Sox and Mr. Moffitt, stating to them that the results did not prove Plaintiff was innocent. Additionally, Agent Dove confirmed to Plaintiff in a phone call with Plaintiff on December 27, 2013 that he had called Stanton and talked to her after he had been at Plaintiff's home on December 20, 2013 and told Stanton the details of his conversation with Plaintiff. During all of these discussions, Stanton's actions and parts of her previous comments to DEW employees at the meetings on December 19th and 20th were reported to Plaintiff.

On January 7, 2014, Thad Westbrook and possibly another unknown attorney (possibly from Nelson Mullin's Atlanta office), both of whom were addressing a DEW meeting either in person or by way of a speaker phone, stated to employees at the meeting that Plaintiff was a "criminal actor." The persons on the speaker phone and Darrell Scott repeated the false allegation that there had been a "data breach." Plaintiff knew that Thad Westbrook was referring to her as a criminal actor because David Salley called her and told her so. The persons at the January 7th meeting were the Executive Leadership staff (Darrell Scott, Chief of Staff, Rebecca Battle-Bryant, Assistant Executive Director-Employment Services, Erica Von Nessen, Assistant Executive Director-Unemployment Insurance, Neil Adcox, Assistant Executive Director- Information Technology, Martha Stephenson- Assistant Executive Director, Support Operations, Bill Beckham, Assistant Executive Director, Internal Audit, Don Grant, Chief Financial Officer, Derrick McFarland, General Counsel, Adrienne Fairwell, Director of Public Information, Koa Morgan, Assistant HR Director (Acting HR Director)) as well as lower level employees Adam Twitty & Glenn Connelly from DEW's IT department.

Upon information and belief, Stanton told SLED Agent Dove that Plaintiff was lying because at a meeting with SLED, Swati Patel, Plaintiff and Plaintiff's counsel present, held at SLED headquarters on January 6, 2014, Dove called Plaintiff a liar during that meeting.

b. Paragraph 137 of the Complaint alleges, "Defendant Stanton also told DEW employees after December 19, 2013 they are not allowed to speak to Plaintiff and that she will fire them if they speak to Plaintiff.

Stanton told the employees listed above who attended the December 20, 2013 meeting she called that they were not allowed to talk to Plaintiff and she would terminate them if they did. Plaintiff learned this from Mark Gore as explained above.

c. Paragraph No. 139 of the Complaint alleges, "Defendant Stanton told one DEW manager that he better not talk to Plaintiff and then threatened him by telling him that because he's the only person in his family that works, he would not want to hurt his family, inferring termination.

The employee to whom Stanton made this statement is Jeremy Cannon. It was made to him on or about December 20, 2013 while he was at work. A mutual acquaintance of Plaintiff's who worked at the Budget and Control Board with the Plaintiff and Mr. Cannon, whose name Plaintiff does not recall, saw Plaintiff while they were shopping and told her she was worried about Mr. Cannon.

2. Re: Interrogatory No. 25.

a. Paragraph 132 of the Complaint alleges, "Defendant Stanton, acting outside the scope of her employment, intentionally and recklessly made, and continues to make, false and defamatory statements about Plaintiff to DEW employees and another non-Cabinet Agency Executive Director and Chief of Staff, among others.

Stanton told Ted Pitts and Swati Patel Plaintiff had taken and used PII data or was about to use PII data, which was a false statement repeated to Plaintiff by Pitts and Patel on January 3, 2014;

Stanton contacted Marcia Adams at the Budget and Control Board about revoking Plaintiff's access to the SC Enterprise Information System (SCEIS) in November of 2013 per Darrell Scott's testimony at Plaintiff's DEW grievance hearing in March of this year;

Laura McLendon at the Budget and Control Board confirmed Plaintiff's SCEIS access had been terminated when asked about this by Plaintiff after the DEW grievance hearing;

Stanton talked to Marcia Adams and Paul Koch at the Budget and Control Board and told them that as Plaintiff's husband was a " super user" on the SCEIS system and his wife had caused a breach, Plaintiff's husband should be warned about his use of the system and not to look up anything for her;

Renee Herndon with the Budget and Control Board saw Plaintiff at the grocery store and told her that she had heard Plaintiff was escorted off the property, under criminal investigation with SLED and that SLED had seized Plaintiff's work computer;

Mr. John Finan called Plaintiff after he had spoken to the Executive Director of the Motor Vehicle Department, Kevin Shwedo, at a military event they were both attending and Mr. Shwedo said to Mr. Finan, "What's going on with your girl – she stole all of this information." Mr. Finan then checked the newspapers on line and called Plaintiff concerned that Plaintiff was being called a thief;

In a subsequent conversation with Ted Pitts about two months ago, Ted Pitts told Mr. Finan that Plaintiff was a liar and though she had been a good employee, he would never recommend her for a job in state government again if anyone ever asked him about her; and

On or about January 15, 2014, Stanton sent an email to all current DEW employees (about which Matt Sexton and Carmen Lankford, former DEW employees will testify) stating that their personal information may have been compromised by a former HR employee and they would receive a separate email if their data had been compromised. Matt Sexton received a second email stating his personal information had been compromised. The only HR employee no longer at DEW at the time was Plaintiff so all the employees who received the email(s) knew the "former employee" mentioned in the email(s) was Plaintiff.

b. Paragraph 133 of the Complaint alleges, "Specifically, Defendant Stanton published false statements inferring that Plaintiff stole, misused, did not confidentially maintain PII data, and/or used such confidential information for financial gain, which statements are false.

In addition to what has already been explained in response to the Interrogatories above, on December 10, 2013, Stanton stated to Plaintiff with Koa Morgan present that Plaintiff was not authorized to purchase unencrypted thumb drives inferring Plaintiff had done something wrong when she purchased thumb drives for her training staff which Plaintiff had done for years.

A few days later, Stanton ordered Matt Sexton to go into Plaintiff's locked office to retrieve the 2 thumb drives Plaintiff had obtained from her training department because she was stealing employee's identities and she was under criminal investigation. Matt Sexton reported this to Plaintiff after she was suspended.

Stanton or someone acting at her direction provided SLED false information about an alleged download on December 18, 2013 regarding a COBRA file with 244 social security numbers on it that Plaintiff had allegedly used for her own personal benefit. SLED Agent Dove then prepared an Affidavit in support of a search warrant based on the false information provided to him which also falsely stated Plaintiff had violated the ethics act by using PII data she had obtained for her own personal financial benefit.

On January 15, 2014, Stanton issued a false press release indicating Plaintiff had downloaded data on December 18, 2014 when she knew that information was false. The correct information, that Plaintiff had used a file called the HR Management benefits drive file on November 20, 2014, which was a file Plaintiff routinely accessed, and which Stanton knew or should have known by then had not been compromised. The Plaintiff had 24 hour, 7 day a week access to this file through the VPN access and laptop provided to her by DEW. Truthful information about Plaintiff's use of the HR Management drive benefits file was purposely kept from the public and from Plaintiff until March of 2014.

Stanton caused thousands of letters to be written to current and former DEW employees inferring a breach by Plaintiff after Stanton knew or should have known Plaintiff had done nothing wrong, but by then Stanton had to continue to make it appear that Plaintiff had done something wrong. The letters were received by the current and former DEW employees on or about January 17, 2014 and falsely state "...files containing confidential human resources information maintained by the department were downloaded from an employee's computer to a removable device against agency policy." The letter went on to state, "Although there is some indication that the removable device containing your data may have been destroyed, we are cooperating with law enforcement and communicating with other state agencies as appropriate to ensure that all measures are being undertaken to address this matter in a reasonable, expeditious and appropriate manner." By now many people knew Plaintiff was the employee mentioned in the letter. Plaintiff personally received this letter at her home address.

I will supplement these responses if necessary as more information becomes available.

With kindest regards, I am

Sincerely,

Nancy

Nancy Bloodgood

NB/alk

cc: Kerry Paul, *via email*

RECEIVED
AUG 18 2014

FOSTER LAW FIRM, L.L.C.
Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1928-1999

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

August 15, 2014

Eugene H. Matthews, Esquire
Richardson Plowden
1900 Barnwell Street
Columbia, SC 29201

RE: *Kerry Paul v. Cheryl Stanton in her individual capacity, and the South Carolina Department of Employment and Workforce*
Case No.: 2014-CP-40-271
Our File No.: 11463

Dear Gene,

Enclosed please find supplemental production which consists of my client's cell phone records. Mrs. Paul's teenage son uses this account also so I have not provided his calls. Additionally, any calls between Mrs. Paul and myself have been redacted. Finally, I understand from you that the only significance of the cell phone records to this litigation is regarding the defamation claim, and you assert the cell phone records are relevant to the issue of whether or not my client "self-published" the defamatory comments made about her. As the Defendants in the defamation claim are DEW and Ms. Stanton and Mrs. Paul cannot, as a matter of law, "publish" defamatory to the same person who is making them, I have redacted the calls between the Defendants (DEW and/or Ms. Stanton) to my client.

With kindest regards, I am

Sincerely,

Nancy

Nancy Bloodgood

NB/alk
Enclosures

cc: Kerry Paul
Christi P. Cox, Esquire (with enclosures)

at&t

KERRY PAUL [redacted]

Page: 1 of 4
Bill Cycle Date: 12/18/13 - 01/17/14
Account: [redacted]
Foundation Accounts: [redacted]

Visit us online at: www.att.com

Wireless Statement

Bill Account Summary

Previous Balance	$189.00
Payment - 01/10 - Thank You!	$189.00CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.24
Amount to be Debited	**$159.24**

Your Credit Card will be Debited on or after Feb 10, 2014

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Service Summary

Service	Page	Total
(4) Wireless		$159.24
[redacted]	1	
[redacted] $117.57	2	
Total New Charges		**$159.24**

Wireless

Group 1 - Data Summary - Dec 18 thru Jan 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone, Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	1,706
	1,559
Total	3,264

(4) [redacted]

Mobile Share for iPhone - Includes unlimited Anytime Minutes, Nationwide Long Distance & Roaming, Unlimited domestic text, picture, video and instant messages and unlimited calling to/from any other domestic mobile phone, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

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or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
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For important information about your bill, please see the **News You Can Use** section (Page 3).

If you receive a suspension notice for past due charges, please pay immediately to avoid service interruption.

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Your Credit Card will be Debited on or after: Feb 10, 2014 **$159.24**

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Account Number [redacted]

KERRY PAUL [redacted]

AT&T MOBILITY
PO BOX 537104
ATLANTA, GA 30353-7104

926005341247275670000000001592400000001592400 4

Plaintiff - 969

[redacted]

roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jan 18 thru Feb 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	994
Night & Weekend Minutes	Unlimited
Minutes Used	407

Data Usage Summary
Mobile Share Messaging

Used	118

Mobile Share 6GB with Unlimited Talk & Text

Individual MB Used	1,706

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.82
5. Municipal Business License Surcharge	0.38
6. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.07

Government Fees and Taxes

7. 911 Service Fee	0.63
8. County Sales Tax - Telecom	0.39
9. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30

Total Other Charges & Credits	**6.37**
[redacted]	**41.37**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime Minutes, Nationwide Long Distance & Roaming, Unlimited domestic text, picture, video messages, and unlimited calling to/from any other domestic mobile phone, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jan 18 thru Feb 17

1. Mobile Share 6GB with Unlimited Talk & Text	80.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	2,885
Night & Weekend Minutes	Unlimited
Minutes Used	807

Data Usage Summary
Mobile Share Messaging

Used	542

Mobile Share 6GB with Unlimited Talk & Text

Included In Plan MB	6,144
Individual MB Used	1,559
Others in Group MB Used	1,706

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.82
7. Municipal Business License Surcharge	0.38
8. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.07

Government Fees and Taxes

9. 911 Service Fee	0.63

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#BWMJSZT
#01341247227067 1#

Plaintiff - 970

[redacted]

Other Charges and Credits - Continued

10. County Sales Tax - Telecom	0.38
11. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.37**
Total for 803 727-6566	**117.87**
Total for Wireless accounts	**159.24**

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ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1659970.

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1 866 241-6568.

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Wednesday, 12/25				
10:46a Rcvd	[redacted]	Pict Video MSG	UNLMSG	0.00
Friday, 12/27				
12:24p Rcvd	[redacted]	Pict Video MSG	UNLMSG	0.00
Tuesday, 12/31				
09:22a Rcvd	[redacted]	Pict Video MSG	UNLMSG	0.00
Tuesday, 01/07				
10:08a Sent	[redacted]	Pict Video MSG	UNLMSG	0.00
Wednesday, 01/15				
09:50p Rcvd	[redacted]	Pict Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 6				0.00
Total Data Detail				0.00

Rate Code:
SDG6GB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

[redacted] 803-727-6146 (KERRY PAUL)

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 12/18							
08:14a	INCONI CL	803-767-0674	SDDV		2	0.00	0.00
[redacted]							
10:27a	COLUMB SC	803-017-4260	SDDV		2	0.00	0.00
[redacted]							
02:12p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
02:13p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
02:46p	INCONI CL	803-767-0674	SDDV		3	0.00	0.00
05:26p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:48p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
05:54p	COLUMB SC	803-481-6836	SDDV		28	0.00	0.00
06:40p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:46p	INCONI CL	803-767-0674	SDDV		2	0.00	0.00
Thursday, 12/19							
08:38a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
10:38a	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
[redacted]							
11:01a	COLUMB SC	803-896-5306	SDDV		2	0.00	0.00
11:02a	COLUMB SC	803-896-5146	SDDV		1	0.00	0.00
[redacted]							
11:09a	COLUMB SC	803-896-5146	SDDV		9	0.00	0.00
[redacted]							
11:24a	COLUMB SC	803-481-6836	SDDV		12	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 12/10							
11:38a	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
11:40a	INCONI CL	803-553-4422	SDDV		5	0.00	0.00
11:45a	DAVIS CA	530-902-7685	SDDV		1	0.00	0.00
11:49a	COLUMB SC	803-212-6222	SDDV		6	0.00	0.00
11:57a	CALL WAIT	530-902-7685	SDDV	CH	17	0.00	0.00
[redacted]							
02:20p	FORT H FL	239-248-2230	SDDV		2	0.00	0.00
02:21p	COLUMB SC	803-553-4422	SDDV		14	0.00	0.00
02:36p	COLUMB SC	803-253-3050	SDDV		1	0.00	0.00
03:36p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:51p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
07:11p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
Friday, 12/20							
08:36a	COLUMB SC	803-481-6836	SDDV		1	0.00	0.00
[redacted]							
08:27a	W PALM FL	561-643-8276	SDDV		1	0.00	0.00
08:30a	INCONI CL	800-232-8938	SDDV		1	0.00	0.00
09:33a	INCONI CL	561-643-8276	SDDV		38	0.00	0.00
10:14a	MYRTLE SC	843-267-2821	SDDV		1	0.00	0.00
10:17a	DAVIS CA	530-902-7685	SDDV		1	0.00	0.00
10:57a	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
11:01a	INCONI CL	843-267-2821	SDDV		2	0.00	0.00
[redacted]							
11:42a	CALL WAIT	803-348-2437	SDDV	CH	1	0.00	0.00
[redacted]							
12:00p	COLUMB SC	803-896-5146	SDDV		1	0.00	0.00
12:02p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
12:06p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
12:31p	INCONI CL	803-767-0674	SDDV		6	0.00	0.00
01:32p	COLUMB SC	803-481-6836	SDDV		1	0.00	0.00
01:46p	INCONI CL	530-902-7685	SDDV		4	0.00	0.00
[redacted]							
02:38p	CHARLE SC	843-557-7607	SDDV		2	0.00	0.00
[redacted]							
02:50p	COLUMB SC	803-606-0712	SDDV		6	0.00	0.00
[redacted]							
03:14p	COLUMB SC	803-896-5146	SDDV		2	0.00	0.00
03:16p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
03:20p	COLUMB SC	803-896-5146	SDDV		1	0.00	0.00
03:22p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
03:23p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
03:24p	COLUMB SC	803-896-5300	SDDV		2	0.00	0.00
[redacted]							
03:36p	COLUMB SC	803-767-7362	SDDV		2	0.00	0.00
04:09p	MYRTLE SC	843-267-2821	SDDV		2	0.00	0.00
04:25p	COLUMB SC	803-466-5116	SDDV		1	0.00	0.00
04:26p	INCONI CL	803-466-5116	SDDV		11	0.00	0.00
05:32p	CHARLE SC	843-557-7607	SDDV		1	0.00	0.00
05:32p	DAVIS CA	530-902-7685	SDDV		1	0.00	0.00

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Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 12/26							
06:58p	FORT M FL	239-248-2230	SDDV		2	0.00	0.00
Saturday, 12/27							
11:12a	INCOMI CL	803-309-1067	SDDV		1	0.00	0.00
11:14a	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
01:04p	INCOMI CL	386-679-6814	SDDV		7	0.00	0.00
06:57p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
Sunday, 12/22							
11:42a	COLUMB SC	803-481-6630	SDDV		36	0.00	0.00
03:07p	DAYTON FL	386-679-6814	SDDV		2	0.00	0.00
03:10p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
09:21p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
Monday, 12/23							
08:48a	COLUMB SC	803-309-2615	SDDV		2	0.00	0.00
[redacted]							
11:47a	INCOMI CL	803-886-5145	SDDV		2	0.00	0.00
12:07p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
12:36p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
01:22p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
02:14p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
02:14p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
02:35p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
02:44p	INCOMI CL	803-340-2437	SDDV		1	0.00	0.00
04:22p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
05:10p	INCOMI CL	803-309-2615	SDDV		4	0.00	0.00
05:36p	INCOMI CL	386-679-6814	SDDV		1	0.00	0.00
05:38p	KNOXVI TN	865-304-0109	SDDV		2	0.00	0.00
07:18p	INCOMI IL	865-304-0109	SDDV		1	0.00	0.00
07:43p	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
07:48p	INCOMI CL	803-829-6931	SDDV		6	0.00	0.00
08:05p	COLUMB SC	803-829-6931	SDDV		1	0.00	0.00
09:58p	INCOMI CL	803-629-6931	SDDV		81	0.00	0.00
Tuesday, 12/24							
11:31a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:52a	INCOMI CL	803-530-2778	SDDV		2	0.00	0.00
04:18p	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
08:58p	ANDERS SC	864-328-5319	SDDV		2	0.00	0.00
Wednesday, 12/25							
09:07p	COLUMB SC	803-829-6931	SDDV		3	0.00	0.00
Thursday, 12/26							
11:54a	INCOMI CL	803-340-2437	SDDV		1	0.00	0.00
11:58a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
12:41p	NEWPT VA	757-320-9610	SDDV		6	0.00	0.00
06:40p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
08:15p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
08:21p	INCOMI CL	803-629-6931	SDDV		23	0.00	0.00
Friday, 12/27							
02:35p	COLUMB SC	803-806-0712	SDDV		4	0.00	0.00
03:15p	INCOMI CL	803-629-6931	SDDV		5	0.00	0.00

Agent Britt-Dove (SLED)

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 12/27							
[redacted]							
03:21p	COLUMB SC	803-629-6931	SDDV		11	0.00	0.00
03:45p	COLUMB SC	803-737-7702	SDDV		1	0.00	0.00
03:46p	COLUMB SC	803-737-7067	SDDV		1	0.00	0.00
03:47p	COLUMB SC	803-737-7600	SDDV		8	0.00	0.00
04:01p	COLUMB SC	803-817-6258	SDDV		2	0.00	0.00
05:14p	DAYTON FL	386-679-6814	SDDV		2	0.00	0.00
08:20p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
Saturday, 12/28							
[redacted]							
08:25p	COLUMB SC	803-622-7430	SDDV		1	0.00	0.00
08:27p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
08:33p	INCOMI CL	803-622-7430	SDDV		9	0.00	0.00
08:50p	INCOMI CL	803-622-7430	SDDV		3	0.00	0.00
08:01p	COLUMB SC	803-481-6630	SDDV		1	0.00	0.00
Sunday, 12/29							
02:44p	INCOMI CL	803-481-6630	SDDV		3	0.00	0.00
08:11p	INCOMI CL	803-629-6931	SDDV		36	0.00	0.00
Monday, 12/30							
09:08a	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
09:10a	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
09:28a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
09:40a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
09:40a	COLUMB SC	803-253-3050	SDDV		1	0.00	0.00
10:19a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
11:29a	COLUMB SC	803-233-1823	SDDV		3	0.00	0.00
11:33a	COLUMB SC	803-253-3050	SDDV		1	0.00	0.00
11:34a	COLUMB SC	803-253-3050	SDDV		1	0.00	0.00
11:57a	Toll F CL	800-660-8550	SDDV		2	0.00	0.00
11:59a	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
12:00p	COLUMB SC	803-803-6767	SDDV		26	0.00	0.00
12:27p	Toll F CL	800-660-8550	SDDV		1	0.00	0.00
12:28p	INCOMI CL	803-803-6767	SDDV		1	0.00	0.00
12:40p	COLUMB SC	803-767-0674	SDDV		5	0.00	0.00
[redacted]							
04:20p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
[redacted]							
03:41p	LEXING SC	803-356-0316	SDDV		5	0.00	0.00
08:59p	INCOMI CL	803-767-0674	SDDV		2	0.00	0.00
08:23p	MYRTLE SC	843-267-2621	SDDV		1	0.00	0.00
08:31p	COLUMB SC	803-481-6630	SDDV		1	0.00	0.00
07:23p	INCOMI CL	803-481-6630	SDDV		14	0.00	0.00
08:18p	INCOMI CL	843-267-2621	SDDV		3	0.00	0.00
09:22p	COLUMB SC	803-829-6931	SDDV		1	0.00	0.00
10:41p	INCOMI CL	803-629-6931	SDDV		15	0.00	0.00
Tuesday, 12/31							
09:13a	COLUMB SC	803-309-2615	SDDV		39	0.00	0.00

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Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 12/31							
11:12a	COLUMB SC	803-898-5145	SDDV		4	0.00	0.00
[redacted]							
11:43a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
12:13p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
12:22p	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
12:39p	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
12:43p	COLUMB SC	803-629-6931	SDDV		9	0.00	0.00
01:05p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
01:07p	COLUMB SC	803-791-5683	SDDV		1	0.00	0.00
01:08p	DAYTON FL	386-481-8643	SDDV		1	0.00	0.00
01:10p	FORT M FL	239-246-2230	SDDV		2	0.00	0.00
01:17p	INCOMI CL	803-791-5683	SDDV		2	0.00	0.00
01:20p	LEXING SC	803-808-0523	SDDV		1	0.00	0.00
01:20p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
01:30p	COLUMB SC	803-461-5639	SDDV		19	0.00	0.00
01:51p	COLUMB SC	803-309-2815	SDDV		17	0.00	0.00
02:22p	INCOMI CL	803-553-4422	SDDV		34	0.00	0.00
02:58p	COLUMB SC	803-629-6931	SDDV		2	0.00	0.00
[redacted]							
03:40p	DAVIS CA	530-902-7605	SDDV		2	0.00	0.00
03:51p	COLUMB SC	803-397-7522	SDDV		1	0.00	0.00
[redacted]							
03:55p	INCOMI CL	530-902-7605	SDDV		10	0.00	0.00
04:05p	CALL WAIT	803-767-0674	SDDV	CW	1	0.00	0.00
04:06p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
04:06p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
04:41p	INCOMI CL	803-397-7522	SDDV		3	0.00	0.00
05:02p	BLOOMI IL	309-826-7531	SDDV		1	0.00	0.00
05:46p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
05:46p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
06:02p	INCOMI CL	803-629-6931	SDDV		2	0.00	0.00
08:58p	INCOMI CL	803-348-2437	SDDV		2	0.00	0.00
10:40p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
11:23p	COLUMB SC	803-629-6931	SDDV		3	0.00	0.00
Wednesday, 01/01							
12:30p	INCOMI CL	386-679-5814	SDDV		15	0.00	0.00
04:32p	INCOMI CL	803-629-6931	SDDV		22	0.00	0.00
Thursday, 01/02							
02:49p	INCOMI CL	803-629-6931	SDDV		11	0.00	0.00
[redacted]			SDDV		17	0.00	0.00
04:53p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
04:56p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
05:04p	INCOMI CL	803-629-6931	SDDV		12	0.00	0.00
08:11p	CALL WAIT	803-767-0674	SDDV	CW	1	0.00	0.00
[redacted]			SDDV	CW	8	0.00	0.00
05:24p	COLUMB SC	803-309-2815	SDDV		7	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
[redacted]			SDDV		12	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 01/02							
08:46p	INCOMI CL	803-629-6931	SDDV		6	0.00	0.00
Friday, 01/03							
09:13a	COLUMB SC	803-898-5145	SDDV		1	0.00	0.00
09:54a	COLUMB SC	803-898-5145	SDDV		5	0.00	0.00
[redacted]							
10:18a	COLUMB SC	803-595-5145	SDDV		1	0.00	0.00
10:22a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
10:23a	INCOMI CL	803-629-6931	SDDV		11	0.00	0.00
[redacted]							
10:53a	INCOMI CL	803-629-6931	SDDV		25	0.00	0.00
11:23a	INCOMI CL	843-367-3800	SDDV		8	0.00	0.00
[redacted]							
02:05p	INCOMI CL	803-309-2815	SDDV		8	0.00	0.00
05:42p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
08:06p	COLUMB SC	803-461-5639	SDDV		22	0.00	0.00
Saturday, 01/04							
06:11p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
06:17p	INCOMI CL	803-309-2815	SDDV		1	0.00	0.00
07:14p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
08:38p	COLUMB SC	803-629-6931	SDDV		17	0.00	0.00
Sunday, 01/05							
10:50a	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
12:13p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
02:50p	INCOMI CL	803-461-5639	SDDV		6	0.00	0.00
Monday, 01/06							
[redacted]							
10:12a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
11:13a	COLUMB SC	803-898-5145	SDDV		9	0.00	0.00
11:24a	LEXING SC	803-359-2110	SDDV		3	0.00	0.00
11:27a	COLUMB SC	803-461-5639	SDDV		6	0.00	0.00
11:54a	INCOMI CL	803-629-6931	SDDV		23	0.00	0.00
12:24p	COLUMB SC	803-212-0222	SDDV		2	0.00	0.00
01:20p	INCOMI CL	803-629-6931	SDDV		16	0.00	0.00
[redacted]							
03:19p	DAYTON FL	386-679-5814	SDDV		27	0.00	0.00
04:16p	COLUMB SC	803-309-2815	SDDV		16	0.00	0.00
05:18p	INCOMI CL	803-629-6931	SDDV		42	0.00	0.00
06:06p	COLUMB SC	803-629-6931	SDDV		5	0.00	0.00
08:11p	CALL WAIT	803-461-5639	SDDV	CW	8	0.00	0.00
Tuesday, 01/07							
[redacted]							
08:18a	COLUMB SC	803-629-6931	SDDV		11	0.00	0.00
08:20a	DAYTON FL	386-679-5814	SDDV		2	0.00	0.00
09:31a	COLUMB SC	803-629-6931	SDDV		7	0.00	0.00
09:50a	COLUMB SC	803-530-2778	SDDV		22	0.00	0.00
10:12a	Toll F CL	888-388-4466	SDDV		2	0.00	0.00
10:16a	COLUMB SC	803-898-5145	SDDV		5	0.00	0.00
10:42a	INCOMI CL	803-898-5145	SDDV		8	0.00	0.00
01:04p	INCOMI CL	803-629-6931	SDDV		9	0.00	0.00
[redacted]							
01:54p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
01:54p	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
01:54p	COLUMB SC	803-629-6931	SDDV		3	0.00	0.00

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Tuesday, 01/07							
[redacted]							
02:22p	COLUMB SC	803-898-5145	SDDV		1	0.00	0.00
02:44p	INCOMI CL	803-866-5145	SDDV		4	0.00	0.00
02:48p	CHARLE SC	843-557-7607	SDDV		32	0.00	0.00
03:02p	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
03:26p	FORT M FL	239-246-2230	SDDV		1	0.00	0.00
03:48p	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
04:02p	INCOMI CL	803-821-1000	SDDV		1	0.00	0.00
08:34p	INCOMI CL	803-821-0700	SDDV		1	0.00	0.00
05:54p	INCOMI CL	803-629-6931	SDDV		32	0.00	0.00
06:58p	CALL WAIT	803-767-0674	SDDV	CW	1	0.00	0.00
07:13p	COLUMB SC	803-309-1067	SDDV		8	0.00	0.00
07:22p	COLUMB SC	803-309-1067	SDDV		7	0.00	0.00
07:30p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
07:31p	LEXING SC	803-356-1007	SDDV		1	0.00	0.00
09:01p	INCOMI CL	803-481-5639	SDDV		19	0.00	0.00
09:20p	COLUMB SC	803-481-5639	SDDV		1	0.00	0.00
09:20p	COLUMB SC	803-481-5639	SDDV		2	0.00	0.00
Wednesday, 01/08							
[redacted]							
09:15a	COLUMB SC	803-767-0674	SDDV		6	0.00	0.00
09:21a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
09:27a	INCOMI CL	803-629-6931	SDDV		17	0.00	0.00
10:00a	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
10:08a	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
10:14a	INCOMI CL	803-212-8222	SDDV		12	0.00	0.00
[redacted]							
11:20a	COLUMB SC	803-767-0674	SDDV		11	0.00	0.00
11:30a	CALL WAIT	803-629-6931	SDDV	CW	1	0.00	0.00
[redacted]							
11:52a	COLUMB SC	803-898-5939	SDDV		2	0.00	0.00
11:58a	COLUMB SC	803-898-5145	SDDV		1	0.00	0.00
12:02p	COLUMB SC	803-309-2815	SDDV		2	0.00	0.00
12:06p	COLUMB SC	803-767-0674	SDDV		5	0.00	0.00
12:17p	INCOMI CL	803-454-9659	SDDV		1	0.00	0.00
12:19p	COLUMB SC	803-454-9659	SDDV		1	0.00	0.00
03:52p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
03:55p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
04:31p	INCOMI CL	803-898-0939	SDDV		4	0.00	0.00
[redacted]							
05:21p	DAYTON FL	800-879-6814	SDDV		1	0.00	0.00
05:22p	Toll F CL	800-483-3339	SDDV		7	0.00	0.00
05:29p	COLUMB SC	803-629-6931	SDDV		21	0.00	0.00
08:22p	INCOMI CL	330-879-5814	SDDV		4	0.00	0.00
Thursday, 01/09							
08:57a	COLUMB SC	803-253-3050	SDDV		1	0.00	0.00
09:44a	INCOMI CL	803-397-7522	SDDV		13	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Thursday, 01/09							
[redacted]							
11:01a	INCOMI CL	803-368-2542	SDDV		1	0.00	0.00
11:32a	COLUMB SC	803-898-5145	SDDV		1	0.00	0.00
11:33a	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
11:53a	INCOMI CL	803-629-6931	SDDV		6	0.00	0.00
12:12p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
01:37p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
01:41p	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
01:51p	INCOMI CL	803-767-0674	SDDV		7	0.00	0.00
[redacted]							
02:22p	COLUMB SC	803-212-8222	SDDV		3	0.00	0.00
03:35p	COLUMB SC	803-898-5145	SDDV		2	0.00	0.00
03:53p	INCOMI CL	803-880-5145	SDDV		4	0.00	0.00
[redacted]							
05:46p	COLUMB SC	803-665-4422	SDDV		38	0.00	0.00
[redacted]							
Friday, 01/10							
[redacted]			SDDV		7	0.00	0.00
08:20a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
[redacted]			SDDV		6	0.00	0.00
09:11a	W PALM FL	561-643-8276	SDDV		18	0.00	0.00
[redacted]							
12:06p	COLUMB SC	803-629-6931	SDDV		3	0.00	0.00
12:08p	COLUMB SC	803-767-0674	SDDV		8	0.00	0.00
12:14p	W PALM FL	561-643-8276	SDDV		27	0.00	0.00
12:56p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
[redacted]		803-767-0674	SDDV		2	0.00	0.00
[redacted]							
02:15p	INCOMI CL	308-802-8762	SDDV		1	0.00	0.00
[redacted]							
03:19p	COLUMB SC	803-898-5145	SDDV		4	0.00	0.00
03:43p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
04:38p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
04:57p	INCOMI CL	803-629-6931	SDDV		21	0.00	0.00
05:11p	CALL WAIT	803-767-0674	SDDV	CW	1	0.00	0.00
08:49p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
08:50p	LEXING SC	803-957-8767	SDDV		1	0.00	0.00
08:02p	INCOMI CL	803-481-5639	SDDV		14	0.00	0.00
08:15p	COLUMB SC	803-481-5639	SDDV		1	0.00	0.00
08:10p	INCOMI CL	803-481-5639	SDDV		13	0.00	0.00
Saturday, 01/11							
[redacted]							
12:33p	INCOMI CL	803-629-6931	SDDV		20	0.00	0.00
02:20p	COLUMB SC	803-312-2394	SDDV		1	0.00	0.00
02:42p	LEXING SC	803-951-8416	SDDV		1	0.00	0.00
02:43p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:06p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
05:39p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
05:54p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Saturday, 01/11							
07:00p	INCOMI CL	803-629-6931	SDDV		5	0.00	0.00
Sunday, 01/12							
[redacted]							
08:10p	COLUMB SC	800-590-2770	SDDV		3	0.00	0.00
Monday, 01/13							
[redacted]							
08:21a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
10:01a	INCOMI CL	336-451-8643	SDDV		41	0.00	0.00
10:43a	COLUMB SC	803-629-6931	SDDV		16	0.00	0.00
11:42a	INCOMI CL	843-412-8420	SDDV		4	0.00	0.00
11:50a	CHARLE SC	843-647-8824	SDDV		24	0.00	0.00
12:14p	CALL WAIT	803-454-0859	SDDV	CW	1	0.00	0.00
[redacted]							
01:08p	COLUMB SC	803-800-5145	SDDV		1	0.00	0.00
[redacted]							
02:51p	INCOMI CL	[redacted]	SDDV		1	0.00	0.00
[redacted]							
04:50p	LEXING SC	803-359-2140	SDDV		1	0.00	0.00
04:51p	COLUMB SC	803-806-5145	SDDV		6	0.00	0.00
04:57p	COLUMB SC	803-629-6931	SDDV		6	0.00	0.00
05:03p	COLUMB SC	803-404-0808	SDDV		27	0.00	0.00
05:30p	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
05:37p	COLUMB SC	803-461-8639	SDDV		11	0.00	0.00
05:47p	DAYTON FL	301-451-8543	SDDV		6	0.00	0.00
05:52p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:53p	INCOMI CL	803-787-0674	SDDV		2	0.00	0.00
08:33p	COLUMB SC	803-629-6931	SDDV		21	0.00	0.00
[redacted]							
08:00p	INCOMI CL	630-002-7685	SDDV		23	0.00	0.00
Tuesday, 01/14							
08:44a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
09:16a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
09:42a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
[redacted]							
11:14a	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
[redacted]							
12:00p	INCOMI CL	803-787-0674	SDDV		3	0.00	0.00
[redacted]							
02:44p	ATLANT GA	678-720-3307	SDDV		9	0.00	0.00
03:43p	COLUMB SC	803-629-6931	SDDV		10	0.00	0.00
[redacted]							
04:01p	COLUMB SC	803-806-5145	SDDV		4	0.00	0.00
04:04p	COLUMB SC	803-629-6931	SDDV		7	0.00	0.00
[redacted]							
08:53p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
07:11p	INCOMI CL	803-787-0674	SDDV		1	0.00	0.00
09:12p	INCOMI CL	803-629-6931	SDDV		11	0.00	0.00
Wednesday, 01/15							
[redacted]							
08:38a	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
10:13a	INCOMI CL	803-309-2815	SDDV		11	0.00	0.00
10:24a	INCOMI CL	803-309-2815	SDDV		5	0.00	0.00
10:31a	COLUMB SC	803-800-5145	SDDV		9	0.00	0.00
[redacted]							
11:29a	INCOMI CL	803-629-6931	SDDV		1	0.00	0.00
11:36a	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
11:37a	COLUMB SC	803-629-6931	SDDV		23	0.00	0.00
11:48a	CALL WAIT	803-787-0674	SDDV	CW	1	0.00	0.00
[redacted]							
12:19p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
12:21p	COLUMB SC	803-629-6931	SDDV		5	0.00	0.00
12:33p	INCOMI CL	803-629-6931	SDDV		6	0.00	0.00
[redacted]							
12:48p	INCOMI CL	803-261-0130	SDDV		4	0.00	0.00
12:51p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
[redacted]							
12:57p	INCOMI CL	803-629-6931	SDDV		7	0.00	0.00
01:08p	INCOMI CL	803-787-0674	SDDV		1	0.00	0.00
[redacted]							
01:12p	COLUMB SC	803-787-0674	SDDV		3	0.00	0.00
01:14p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
01:16p	INCOMI CL	803-629-6931	SDDV		2	0.00	0.00
[redacted]							
02:00p	INCOMI CL	630-002-7685	SDDV		4	0.00	0.00
[redacted]							
04:18p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
04:55p	INCOMI CL	803-787-0674	SDDV		2	0.00	0.00
05:05p	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
05:08p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
05:13p	INCOMI CL	803-787-0674	SDDV		2	0.00	0.00
05:18p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
[redacted]							
05:35p	INCOMI CL	803-629-6931	SDDV		3	0.00	0.00
05:40p	INCOMI CL	803-486-5118	SDDV		13	0.00	0.00
05:53p	COLUMB SC	803-629-6931	SDDV		10	0.00	0.00
08:05p	JACKSO FL	904-731-3101	SDDV		5	0.00	0.00
08:44p	INCOMI CL	803-461-8639	SDDV		30	0.00	0.00

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Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 01/16							
07:18p	DAVIS CA	530-902-7685	SDDV		10	0.00	0.00
Thursday, 01/16							
[redacted]							
08:55a	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
09:00a	INCOMI CL	803-629-6931	SDDV		4	0.00	0.00
[redacted]							
11:32a	INCOMI CL	803-360-2010	SDDV		2	0.00	0.00
11:44a	INCOMI CL	803-787-0674	SDDV		4	0.00	0.00
11:55a	INCOMI CL	386-679-5814	SDDV		6	0.00	0.00
01:47p	INCOMI CL	803-466-6116	SDDV		3	0.00	0.00
01:50p	COLUMB SC	803-787-0674	SDDV		3	0.00	0.00
[redacted]							
02:20p	INCOMI CL	803-466-6116	SDDV		10	0.00	0.00
[redacted]							
02:50p	COLUMB SC	803-629-6931	SDDV		13	0.00	0.00
03:07p	COLUMB SC	803-629-6931	SDDV		11	0.00	0.00
03:41p	DAYTON FL	386-679-5814	SDDV		7	0.00	0.00
04:08p	INCOMI CL	803-466-6116	SDDV		2	0.00	0.00
04:09p	CALL WAIT	803-466-6116	SDDV	CW	1	0.00	0.00
04:10p	COLUMB SC	803-787-0674	SDDV		6	0.00	0.00
04:55p	INCOMI CL	803-466-6116	SDDV		0	0.00	0.00
05:05p	INCOMI CL	803-461-5639	SDDV		26	0.00	0.00
[redacted]							
08:14p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
[redacted]		803-360-2015	SDDV		1	0.00	0.00
[redacted]							
Friday, 01/17							
09:10a	COLUMB SC	803-629-6931	SDDV		10	0.00	0.00
09:30a	COLUMB SC	803-360-2015	SDDV		2	0.00	0.00
11:03a	INCOMI CL	803-629-6931	SDDV		2	0.00	0.00
11:21a	COLUMB SC	803-629-6931	SDDV		21	0.00	0.00
11:44a	COLUMB SC	803-896-5145	SDDV		7	0.00	0.00
11:62a	DAYTON FL	386-679-5814	SDDV		9	0.00	0.00
12:51p	INCOMI CL	770-455-8273	SDDV		4	0.00	0.00
01:25p	INCOMI CL	803-261-0130	SDDV		22	0.00	0.00
[redacted]							
03:10p	INCOMI CL	803-896-5145	SDDV		4	0.00	0.00
04:32p	INCOMI CL	803-466-6116	SDDV		26	0.00	0.00
05:02p	INCOMI CL	803-629-6931	SDDV		14	0.00	0.00
05:27p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
05:37p	INCOMI CL	803-787-0674	SDDV		2	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
08:25p	INCOMI CL	803-629-6931	SDDV		9	0.00	0.00
[redacted]							

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 01/17							
07:14p	CALL WAIT	803-787-0674	SDDV	CW	1	0.00	0.00
11:21p	COLUMB SC	803-629-6931	SDDV		8	0.00	0.00
Subtotal					3,162	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 12/18					
10:57p	Rcvd	239-248-2230	MTN TEXT MESSAG	UNLMSG	0.00
Thursday, 12/19					
07:30a	Rcvd	239-248-2230	MTN TEXT MESSAG	UNLMSG	0.00
08:38a	Sent	803-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
09:01a	Sent	803-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
09:04a	Rcvd	239-248-2230	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
11:39a	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:40a	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:41a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:45a	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:42p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:47p	Sent	803-461-5639	Text Message	UNLMSG	0.00
04:47p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:48p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:48p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:48p	Sent	803-461-5639	Text Message	UNLMSG	0.00
04:50p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:50p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:50p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:51p	Sent	803-461-5639	Text Message	UNLMSG	0.00
04:51p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:52p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:52p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:52p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:52p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:54p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:00p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:09p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:10p	Sent	530-902-7685	Text Message	UNLMSG	0.00
08:41p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:08p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:19p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:26p	Sent	530-902-7685	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 12/20					
05:37a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:42a	Sent	603-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
08:43a	Sent	603-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
08:43a	Rcvd	603-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
11:04a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
12:17p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
12:30p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
12:36p	Sent	603-461-5639	Text Message	UNLMSG	0.00
12:36p	Sent	603-461-5639	Text Message	UNLMSG	0.00
12:37p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
03:18p	Rcvd	239-248-2230	MTN TEXT MESSAG	UNLMSG	0.00
Monday, 12/23					
09:27p	Sent	603-630-2778	Text Message	UNLMSG	0.00
Tuesday, 12/24					
11:52a	Rcvd	603-630-2778	Text Message	UNLMSG	0.00
11:53a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:54a	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:55a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
12:06p	Sent	603-461-5639	Text Message	UNLMSG	0.00
12:06p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
04:28p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
08:20p	Sent	603-461-5639	Text Message	UNLMSG	0.00
08:20p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:48p	Rcvd	603-369-1067	Text Message	UNLMSG	0.00
Wednesday, 12/25					
12:20p	Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
12:05a	Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
08:14p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
08:30p	Sent	603-461-5639	Text Message	UNLMSG	0.00
Thursday, 12/26					
12:44p	Rcvd	561-643-9276	Text Message	UNLMSG	0.00
12:46p	Sent	561-643-9276	Text Message	UNLMSG	0.00
Friday, 12/27					
[redacted]					
04:10p	Sent	603-707-0074	Text Message	UNLMSG	0.00
05:33p	Rcvd	706-414-3256	MTN TEXT MESSAG	UNLMSG	0.00
Saturday, 12/28					
11:41a	Sent	603-603-8767	Text Message	UNLMSG	0.00
04:01p	Rcvd	603-603-8767	Text Message	UNLMSG	0.00
04:09p	Sent	603-603-8767	Text Message	UNLMSG	0.00
Monday, 12/30					
12:00p	Rcvd	603-603-8767	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 12/30					
12:09p	Rcvd	603-603-8767	Text Message	UNLMSG	0.00
Tuesday, 12/31					
03:45p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
03:49p	Sent	603-553-4422	Text Message	UNLMSG	0.00
03:51p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:27p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:34p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:31p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:34p	Sent	530-902-7685	Text Message	UNLMSG	0.00
04:36p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
06:16p	Sent	603-553-4422	Text Message	UNLMSG	0.00
06:25p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
07:10p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:24p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:28p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:25p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:29p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:29p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:28p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:29p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:31p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:31p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
Wednesday, 01/01					
12:02a	Rcvd	603-620-8931	MTN TEXT MESSAG	UNLMSG	0.00
12:06a	Sent	603-620-8931	MTN TEXT MESSAG	UNLMSG	0.00
04:23a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:10p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:11p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Thursday, 01/02					
[redacted]					
Friday, 01/03					
10:11a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:41a	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:42a	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:42a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:42a	Sent	603-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 01/03					
10:43a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:43a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:44a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:45a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:47a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:48a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:49a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:50a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:51a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:51a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:51a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:52a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:52a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:52a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:53a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:53a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:54a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:18a	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:19a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:20a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:20a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:21a	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:22a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:30a	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:32a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:01p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:03p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:03p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Sunday, 01/05					
12:47p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
12:48p	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:29p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:14p	Sent	803-461-5639	Text Message	UNLMSG	0.00
07:17p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:20p	Sent	803-461-5639	Text Message	UNLMSG	0.00
07:20p	Sent	803-461-5639	Text Message	UNLMSG	0.00
07:21p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:22p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:29p	Sent	803-461-5639	Text Message	UNLMSG	0.00
07:33p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:55p	Sent	803-461-5639	Text Message	UNLMSG	0.00
07:56p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
Monday, 01/06					
10:42a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:42a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:43a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
11:12a	Sent	803-461-5639	Text Message	UNLMSG	0.00
11:14a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
11:21a	Sent	803-461-5639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 01/06					
11:24a	Sent	803-829-6831	MTN TEXT MESSAG	UNLMSG	0.00
07:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:03p	Sent	803-553-4422	Text Message	UNLMSG	0.00
07:03p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:04p	Sent	803-553-4422	Text Message	UNLMSG	0.00
07:04p	Sent	803-553-4422	Text Message	UNLMSG	0.00
07:04p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Tuesday, 01/07					
10:20a	Rcvd	803-530-2778	Text Message	UNLMSG	0.00
10:26a	Sent	803-530-2778	Text Message	UNLMSG	0.00
10:28a	Rcvd	803-530-2778	Text Message	UNLMSG	0.00
10:49a	Sent	803-394-5661	Text Message	UNLMSG	0.00
11:15p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
Wednesday, 01/08					
12:00a	Sent	803-461-5639	Text Message	UNLMSG	0.00
02:41p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
02:41p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:01p	Sent	803-461-5639	Text Message	UNLMSG	0.00
03:03p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:26p	Sent	803-461-5639	Text Message	UNLMSG	0.00
03:26p	Sent	803-461-5639	Text Message	UNLMSG	0.00
03:35p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:41p	Sent	803-461-5639	Text Message	UNLMSG	0.00
03:42p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
08:50p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:03p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:04p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:28p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:27p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:27p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:15p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:19p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:24p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:25p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:28p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:28p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:28p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:29p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:29p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:30p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:30p	Sent	803-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 01/08					
10:30p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:30p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:31p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:31p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:31p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:32p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:32p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:32p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:33p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:33p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:33p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:35p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:47p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:50p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:50p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:51p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:51p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:52p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:52p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:50p	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:01p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
Thursday, 01/09					
05:20p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:26p	Sent	603-461-5639	Text Message	UNLMSG	0.00
05:27p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:46p	Sent	603-461-5639	Text Message	UNLMSG	0.00
05:46p	Sent	603-461-5639	Text Message	UNLMSG	0.00
06:23p	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:03p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:30p	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:30p	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:31p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:36p	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:46p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:53p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:31p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:31p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:31p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:32p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:32p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:32p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:33p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:33p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:33p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:33p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:33p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:34p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:35p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:35p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:35p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:36p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:36p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:37p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:37p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:37p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:38p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:38p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:38p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:38p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:38p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:39p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:39p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:39p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:40p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:41p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:41p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:41p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:41p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:42p	Sent	603-553-4422	Text Message	UNLMSG	0.00
08:43p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:44p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
08:45p	Sent	603-553-4422	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 01/09					
08:47p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
08:48p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
08:48p	Sent	609-553-4422	Text Message	UNLMSG	0.00
08:58p	Sent	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Sent	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Sent	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:00p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:02p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:03p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:05p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:06p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:09p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:11p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:17p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:18p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:19p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:20p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:20p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:21p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:21p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:22p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:28p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:30p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:30p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:30p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:31p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:32p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:34p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:34p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
09:59p	Sent	609-553-4422	Text Message	UNLMSG	0.00
09:59p	Sent	609-553-4422	Text Message	UNLMSG	0.00
10:00p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
10:00p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
10:00p	Sent	609-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 01/09					
10:03p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
Friday, 01/10					
10:53a	Rcvd	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
10:58a	Sent	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
10:58a	Sent	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:46a	Rcvd	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:46a	Sent	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
03:27p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
03:29p	Sent	609-553-4422	Text Message	UNLMSG	0.00
03:51p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
03:44p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
03:45p	Rcvd	609-553-4422	Text Message	UNLMSG	0.00
Saturday, 01/11					
02:23p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
02:41p	Sent	609-461-5639	Text Message	UNLMSG	0.00
02:43p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
02:32p	Sent	630-902-7685	Text Message	UNLMSG	0.00
03:33p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
03:37p	Sent	630-902-7685	Text Message	UNLMSG	0.00
03:37p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
03:40p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
03:56p	Sent	630-902-7685	Text Message	UNLMSG	0.00
03:56p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
03:56p	Sent	609-461-5639	Text Message	UNLMSG	0.00
03:59p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
05:53p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:54p	Sent	630-902-7685	Text Message	UNLMSG	0.00
Sunday, 01/12					
09:25a	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
09:40a	Sent	609-461-5639	Text Message	UNLMSG	0.00
09:41a	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
09:52a	Sent	609-461-5639	Text Message	UNLMSG	0.00
09:53a	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
09:55a	Sent	609-461-5639	Text Message	UNLMSG	0.00
01:01p	Sent	609-461-5639	Text Message	UNLMSG	0.00
01:02p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
08:51p	Rcvd	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
08:55p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:28p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
09:26p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
10:43p	Sent	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
10:44p	Sent	630-902-7685	Text Message	UNLMSG	0.00
10:46p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:52p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
10:53p	Rcvd	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:08p	Sent	609-461-5639	Text Message	UNLMSG	0.00
11:09p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
11:09p	Sent	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:10p	Sent	609-461-5639	Text Message	UNLMSG	0.00
11:10p	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:10p	Rcvd	609-461-5639	Text Message	UNLMSG	0.00
11:18p	Rcvd	609-629-6931	MTN TEXT MESSAG	UNLMSG	0.00

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Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 01/12					
11:29p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:44p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:44p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:48p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
11:48p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
Monday, 01/13					
08:14a	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
01:02p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
02:18p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:19p	Sent	803-917-3224	Text Message	UNLMSG	0.00
02:21p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:21p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
02:21p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
02:32p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:33p	Sent	803-917-3224	Text Message	UNLMSG	0.00
02:33p	Sent	803-917-3224	Text Message	UNLMSG	0.00
02:34p	Sent	803-917-3224	Text Message	UNLMSG	0.00
02:34p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:37p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
02:41p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:45p	Sent	803-917-3224	Text Message	UNLMSG	0.00
02:46p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
02:47p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:53p	Sent	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
02:55p	Rcvd	803-629-6931	MTN TEXT MESSAG	UNLMSG	0.00
04:30p	Rcvd	561-307-0620	MTN TEXT MESSAG	UNLMSG	0.00
07:24p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
07:30p	Sent	803-461-6639	Text Message	UNLMSG	0.00
09:00p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:29p	Sent	803-461-6639	Text Message	UNLMSG	0.00
Tuesday, 01/14					
09:09a	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
09:46a	Sent	803-603-8787	Text Message	UNLMSG	0.00
10:47a	Rcvd	803-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
12:47p	Rcvd	803-603-8787	Text Message	UNLMSG	0.00
12:50p	Sent	803-603-8787	Text Message	UNLMSG	0.00
07:14p	Sent	803-917-4288	Text Message	UNLMSG	0.00
07:21p	Sent	803-917-4288	Text Message	UNLMSG	0.00
10:19p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:20p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:20p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:30p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:31p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:32p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:33p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:34p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:34p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:34p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:36p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 01/14					
11:35p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:35p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:36p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:37p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:37p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:38p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:38p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:39p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:39p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:40p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:40p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:41p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:41p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:41p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:41p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:42p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:42p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:43p	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:44p	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:46p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:46p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:48p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
11:56p	Sent	803-461-6639	Text Message	UNLMSG	0.00
11:57p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
Wednesday, 01/15					
06:12a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:12a	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:15a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:15a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:15a	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:15a	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:16a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:17a	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:18a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:24a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:56a	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:57a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:40a	Sent	803-873-7266	MTN TEXT MESSAG	UNLMSG	0.00
09:47a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
09:47a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:03a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:04a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:06a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:06a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:07a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:08a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:10a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:18a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:30a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:31a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:43a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:44a	Rcvd	803-873-7266	MTN TEXT MESSAG	UNLMSG	0.00
10:44a	Sent	803-873-7266	MTN TEXT MESSAG	UNLMSG	0.00
10:47a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00

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[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 01/15					
10:48a	Sent	303-917-3224	Text Message	UNLMSG	0.00
10:50a	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
10:50a	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
10:52a	Sent	303-917-3224	Text Message	UNLMSG	0.00
10:52a	Sent	303-917-3224	Text Message	UNLMSG	0.00
10:53a	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
11:07a	Sent	303-917-3224	Text Message	UNLMSG	0.00
12:14p	Rcvd	801-803-8767	Text Message	UNLMSG	0.00
12:17p	Sent	801-803-8767	Text Message	UNLMSG	0.00
01:21p	Rcvd	801-858-4422	Text Message	UNLMSG	0.00
01:21p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:22p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:22p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:23p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:23p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:24p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:25p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:25p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:28p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:28p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:29p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:30p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:30p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:31p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:35p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:36p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:36p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:37p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
04:16p	Rcvd	303-787-0874	Text Message	UNLMSG	0.00
[redacted]					
Thursday, 01/16					
09:34a	Sent	303-803-8767	Text Message	UNLMSG	0.00
09:54a	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:55a	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:56a	Sent	303-481-5639	Text Message	UNLMSG	0.00
09:57a	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:57a	Sent	303-481-5639	Text Message	UNLMSG	0.00
09:59a	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
10:32a	Rcvd	303-803-8767	Text Message	UNLMSG	0.00
11:21a	Sent	303-803-8767	Text Message	UNLMSG	0.00
[redacted]					

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 01/16					
[redacted]					
12:22p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
12:23p	Sent	630-902-7685	Text Message	UNLMSG	0.00
12:29p	Sent	630-902-7685	Text Message	UNLMSG	0.00
01:10p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:11p	Sent	630-902-7685	Text Message	UNLMSG	0.00
01:17p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:18p	Sent	630-902-7685	Text Message	UNLMSG	0.00
01:52p	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
01:53p	Sent	303-917-3224	Text Message	UNLMSG	0.00
01:54p	Sent	303-917-3224	Text Message	UNLMSG	0.00
01:55p	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
01:58p	Sent	303-917-3224	Text Message	UNLMSG	0.00
01:57p	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
02:03p	Sent	303-917-3224	Text Message	UNLMSG	0.00
02:09p	Sent	303-917-3224	Text Message	UNLMSG	0.00
02:44p	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
02:49p	Sent	303-917-3224	Text Message	UNLMSG	0.00
02:52p	Rcvd	303-917-3224	Text Message	UNLMSG	0.00
03:04p	Sent	303-917-3224	Text Message	UNLMSG	0.00
[redacted]					
07:59p	Rcvd	303-803-8767	Text Message	UNLMSG	0.00
08:02p	Sent	303-803-8767	Text Message	UNLMSG	0.00
08:02p	Sent	303-803-8767	Text Message	UNLMSG	0.00
08:03p	Rcvd	303-803-8767	Text Message	UNLMSG	0.00
08:17p	Sent	303-803-8767	Text Message	UNLMSG	0.00
08:26p	Sent	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:28p	Sent	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:31p	Rcvd	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:32p	Sent	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:32p	Sent	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:32p	Sent	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
08:38p	Rcvd	303-829-6931	MTH TEXT MESSAG	UNLMSG	0.00
09:32p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:32p	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:33p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Friday, 01/17					
09:10a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:11a	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:11a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:51a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:57a	Sent	630-902-7685	Text Message	UNLMSG	0.00
10:58a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:59a	Sent	630-902-7685	Text Message	UNLMSG	0.00
10:59a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
11:00a	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:28a	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
11:42a	Sent	303-481-5639	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Friday, 01/17				
11:48a Sent	803-461-5630	Text Message	UNLMSG	0.00
12:07p Rcvd	803-461-5630	Text Message	UNLMSG	0.00
12:08p Sent	803-461-5630	Text Message	UNLMSG	0.00
12:38p Rcvd	803-823-8931	MTN TEXT MESSAG	UNLMSG	0.00
12:39p Sent	803-829-8931	MTN TEXT MESSAG	UNLMSG	0.00
12:41p Rcvd	803-829-8931	MTN TEXT MESSAG	UNLMSG	0.00
12:57p Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
12:59p Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
12:59p Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
01:03p Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
01:03p Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Subtotal for Text Messages: 635				0.00
Data Plans				
Tuesday, 12/17				
11:32a	Data Transfer	15,456KB	SDG06B	0.00
08:31p	Data Transfer	1KB	SDG06B	0.00
Wednesday, 12/18				
06:50a	Data Transfer	38,947KB	SDG06B	0.00
07:48a	Data Transfer	39,055KB	SDG06B	0.00
08:01a	Data Transfer	34,671KB	SDG06B	0.00
11:10a	Data Transfer	97,627KB	SDG06B	0.00
12:06p	Data Transfer	39,029KB	SDG06B	0.00
12:12p	Data Transfer	39,059KB	SDG06B	0.00
12:28p	Data Transfer	26,706KB	SDG06B	0.00
04:47p	Data Transfer	6,522KB	SDG06B	0.00
Thursday, 12/19				
02:02a	Data Transfer	110KB	SDG06B	0.00
07:02a	Data Transfer	122KB	SDG06B	0.00
08:34a	Data Transfer	2,778KB	SDG06B	0.00
11:35a	Data Transfer	38KB	SDG06B	0.00
12:03p	Data Transfer	8KB	SDG06B	0.00
12:13p	Data Transfer	111KB	SDG06B	0.00
01:30p	Data Transfer	2,168KB	SDG06B	0.00
07:16p	Data Transfer	1,686KB	SDG06B	0.00
Friday, 12/20				
09:30a	Data Transfer	6KB	SDG06B	0.00
09:53a	Data Transfer	288KB	SDG06B	0.00
10:58a	Data Transfer	0KB	SDG06B	0.00
11:48a	Data Transfer	30,088KB	SDG06B	0.00
01:29p	Data Transfer	3,193KB	SDG06B	0.00
03:41p	Data Transfer	191KB	SDG06B	0.00
04:37p	Data Transfer	36KB	SDG06B	0.00
05:30p	Data Transfer	2,020KB	SDG06B	0.00
Saturday, 12/21				
11:12a	Data Transfer	79KB	SDG06B	0.00
04:12p	Data Transfer	227KB	SDG06B	0.00
10:45p	Data Transfer	125KB	SDG06B	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Sunday, 12/22				
02:45a	Data Transfer	433KB	SDG06B	0.00
12:02p	Data Transfer	27KB	SDG06B	0.00
03:21p	Data Transfer	692KB	SDG06B	0.00
Monday, 12/23				
09:04a	Data Transfer	84KB	SDG06B	0.00
12:07p	Data Transfer	3,168KB	SDG06B	0.00
02:15p	Data Transfer	28,808KB	SDG06B	0.00
02:57p	Data Transfer	35,162KB	SDG06B	0.00
10:26p	Data Transfer	21,640KB	SDG06B	0.00
Tuesday, 12/24				
12:22a	Data Transfer	10,247KB	SDG06B	0.00
02:22a	Data Transfer	28,861KB	SDG06B	0.00
12:12p	Data Transfer	15,195KB	SDG06B	0.00
05:25p	Data Transfer	21,361KB	SDG06B	0.00
09:41p	Data Transfer	6,812KB	SDG06B	0.00
Wednesday, 12/25				
02:41a	Data Transfer	27,672KB	SDG06B	0.00
12:19p	Data Transfer	24,457KB	SDG06B	0.00
04:19p	Data Transfer	39,013KB	SDG06B	0.00
04:48p	Data Transfer	39,004KB	SDG06B	0.00
05:13p	Data Transfer	19,894KB	SDG06B	0.00
Thursday, 12/26				
07:13a	Data Transfer	38,660KB	SDG06B	0.00
10:25a	Data Transfer	11,430KB	SDG06B	0.00
05:49p	Data Transfer	19KB	SDG06B	0.00
05:58p	Data Transfer	1,202KB	SDG06B	0.00
08:16p	Data Transfer	10KB	SDG06B	0.00
08:44p	Data Transfer	162KB	SDG06B	0.00
Friday, 12/27				
02:44a	Data Transfer	278KB	SDG06B	0.00
02:07p	Data Transfer	28,578KB	SDG06B	0.00
06:21p	Data Transfer	18,608KB	SDG06B	0.00
Saturday, 12/28				
02:21a	Data Transfer	21,990KB	SDG06B	0.00
11:44a	Data Transfer	28,560KB	SDG06B	0.00
03:53p	Data Transfer	58,627KB	SDG06B	0.00
04:28p	Data Transfer	39,061KB	SDG06B	0.00
05:12p	Data Transfer	29,364KB	SDG06B	0.00
05:28p	Data Transfer	105,189KB	SDG06B	0.00
Sunday, 12/29				
09:09a	Data Transfer	10,892KB	SDG06B	0.00
04:19p	Data Transfer	13KB	SDG06B	0.00
08:31p	Data Transfer	12KB	SDG06B	0.00
06:49p	Data Transfer	222KB	SDG06B	0.00
Monday, 12/30				
02:02a	Data Transfer	110KB	SDG06B	0.00
09:06a	Data Transfer	7KB	SDG06B	0.00
09:11a	Data Transfer	7KB	SDG06B	0.00
09:26a	Data Transfer	4KB	SDG06B	0.00
09:42a	Data Transfer	19KB	SDG06B	0.00
10:10a	Data Transfer	14,695KB	SDG06B	0.00
03:21p	Data Transfer	232KB	SDG06B	0.00
03:49p	Data Transfer	18,493KB	SDG06B	0.00
06:16p	Data Transfer	81KB	SDG06B	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Monday, 12/30				
10:47p	Data Transfer	68KB	SDG6GB	0.00
Tuesday, 12/31				
07:08a	Data Transfer	17,400KB	SDG6GB	0.00
02:56p	Data Transfer	24KB	SDG6GB	0.00
03:23p	Data Transfer	25KB	SDG6GB	0.00
03:49p	Data Transfer	9KB	SDG6GB	0.00
03:52p	Data Transfer	5KB	SDG6GB	0.00
03:52p	Data Transfer	1KB	SDG6GB	0.00
04:10p	Data Transfer	18KB	SDG6GB	0.00
04:55p	Data Transfer	27KB	SDG6GB	0.00
06:02p	Data Transfer	9KB	SDG6GB	0.00
06:52p	Data Transfer	55,69KB	SDG6GB	0.00
08:22p	Data Transfer	15,916KB	SDG6GB	0.00
08:59p	Data Transfer	9,761KB	SDG6GB	0.00
10:17p	Data Transfer	3,571KB	SDG6GB	0.00
10:50p	Data Transfer	20KB	SDG6GB	0.00
11:21p	Data Transfer	1KB	SDG6GB	0.00
11:23p	Data Transfer	210KB	SDG6GB	0.00
Wednesday, 01/01				
05:17a	Data Transfer	313KB	SDG6GB	0.00
07:53a	Data Transfer	15,430KB	SDG6GB	0.00
12:45p	Data Transfer	145KB	SDG6GB	0.00
04:54p	Data Transfer	238KB	SDG6GB	0.00
Thursday, 01/02				
02:54a	Data Transfer	68KB	SDG6GB	0.00
07:57a	Data Transfer	3,715KB	SDG6GB	0.00
01:38p	Data Transfer	25KB	SDG6GB	0.00
02:59p	Data Transfer	3,941KB	SDG6GB	0.00
Friday, 01/03				
02:12a	Data Transfer	7,603KB	SDG6GB	0.00
Saturday, 01/04				
04:23a	Data Transfer	36,113KB	SDG6GB	0.00
12:44p	Data Transfer	39,023KB	SDG6GB	0.00
01:02p	Data Transfer	37,128KB	SDG6GB	0.00
02:14p	Data Transfer	1,010KB	SDG6GB	0.00
Sunday, 01/05				
02:19a	Data Transfer	5,736KB	SDG6GB	0.00
09:56p	Data Transfer	9,895KB	SDG6GB	0.00
Tuesday, 01/07				
02:19a	Data Transfer	18,203KB	SDG6GB	0.00
11:30p	Data Transfer	6KB	SDG6GB	0.00
Wednesday, 01/08				
07:44a	Data Transfer	306KB	SDG6GB	0.00
08:43a	Data Transfer	105KB	SDG6GB	0.00
09:47a	Data Transfer	923KB	SDG6GB	0.00
10:06a	Data Transfer	47KB	SDG6GB	0.00
11:56a	Data Transfer	7KB	SDG6GB	0.00
12:10p	Data Transfer	7KB	SDG6GB	0.00
12:18p	Data Transfer	209KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Wednesday, 01/08				
04:55p	Data Transfer	14KB	SDG6GB	0.00
05:36p	Data Transfer	49KB	SDG6GB	0.00
08:29p	Data Transfer	621KB	SDG6GB	0.00
Thursday, 01/09				
11:39a	Data Transfer	46KB	SDG6GB	0.00
11:59a	Data Transfer	695KB	SDG6GB	0.00
12:05p	Data Transfer	10,161KB	SDG6GB	0.00
05:46p	Data Transfer	281KB	SDG6GB	0.00
Friday, 01/10				
08:32a	Data Transfer	192KB	SDG6GB	0.00
08:58a	Data Transfer	1,392KB	SDG6GB	0.00
09:01a	Data Transfer	20,014KB	SDG6GB	0.00
09:45a	Data Transfer	4,977KB	SDG6GB	0.00
11:45a	Data Transfer	421KB	SDG6GB	0.00
11:47a	Data Transfer	769KB	SDG6GB	0.00
12:04p	Data Transfer	92KB	SDG6GB	0.00
12:14p	Data Transfer	24KB	SDG6GB	0.00
12:41p	Data Transfer	7KB	SDG6GB	0.00
12:57p	Data Transfer	7KB	SDG6GB	0.00
01:23p	Data Transfer	78KB	SDG6GB	0.00
02:51p	Data Transfer	7KB	SDG6GB	0.00
03:23p	Data Transfer	826KB	SDG6GB	0.00
08:58p	Data Transfer	51KB	SDG6GB	0.00
04:23p	Data Transfer	883KB	SDG6GB	0.00
04:35p	Data Transfer	301KB	SDG6GB	0.00
04:40p	Data Transfer	402KB	SDG6GB	0.00
04:48p	Data Transfer	62KB	SDG6GB	0.00
06:18p	Data Transfer	83KB	SDG6GB	0.00
06:51p	Data Transfer	29KB	SDG6GB	0.00
08:29p	Data Transfer	65KB	SDG6GB	0.00
11:16p	Data Transfer	1,529KB	SDG6GB	0.00
Saturday, 01/11				
12:35p	Data Transfer	3,068KB	SDG6GB	0.00
01:32p	Data Transfer	1,416KB	SDG6GB	0.00
01:43p	Data Transfer	273KB	SDG6GB	0.00
02:00p	Data Transfer	3,138KB	SDG6GB	0.00
02:18p	Data Transfer	1,854KB	SDG6GB	0.00
02:29p	Data Transfer	188KB	SDG6GB	0.00
02:44p	Data Transfer	22KB	SDG6GB	0.00
02:59p	Data Transfer	604KB	SDG6GB	0.00
04:18p	Data Transfer	51KB	SDG6GB	0.00
05:06p	Data Transfer	79KB	SDG6GB	0.00
08:05p	Data Transfer	2,604KB	SDG6GB	0.00
08:25p	Data Transfer	6,445KB	SDG6GB	0.00
09:05p	Data Transfer	4,617KB	SDG6GB	0.00
09:28p	Data Transfer	82KB	SDG6GB	0.00
Sunday, 01/12				
08:02a	Data Transfer	730KB	SDG6GB	0.00
10:46p	Data Transfer	416KB	SDG6GB	0.00
Monday, 01/13				
06:20a	Data Transfer	8KB	SDG6GB	0.00
08:58a	Data Transfer	342KB	SDG6GB	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Monday, 01/13				
06:00a	Data Transfer	7KB	SDGSGB	0.00
08:22a	Data Transfer	109KB	SDGSGB	0.00
11:46a	Data Transfer	7KB	SDGSGB	0.00
12:28p	Data Transfer	763KB	SDGSGB	0.00
01:32p	Data Transfer	44KB	SDGSGB	0.00
01:54p	Data Transfer	76KB	SDGSGB	0.00
02:22p	Data Transfer	4,726KB	SDGSGB	0.00
04:24p	Data Transfer	11,819KB	SDGSGB	0.00
05:48p	Data Transfer	1KB	SDGSGB	0.00
06:54p	Data Transfer	40KB	SDGSGB	0.00
07:18p	Data Transfer	79KB	SDGSGB	0.00
08:31p	Data Transfer	80KB	SDGSGB	0.00
Tuesday, 01/14				
07:10a	Data Transfer	66KB	SDGSGB	0.00
09:44a	Data Transfer	30KB	SDGSGB	0.00
09:42a	Data Transfer	7KB	SDGSGB	0.00
09:43a	Data Transfer	46KB	SDGSGB	0.00
11:16a	Data Transfer	29KB	SDGSGB	0.00
11:42a	Data Transfer	869KB	SDGSGB	0.00
11:54a	Data Transfer	204KB	SDGSGB	0.00
11:59a	Data Transfer	240KB	SDGSGB	0.00
12:04p	Data Transfer	869KB	SDGSGB	0.00
01:07p	Data Transfer	29KB	SDGSGB	0.00
01:09p	Data Transfer	69KB	SDGSGB	0.00
01:13p	Data Transfer	26KB	SDGSGB	0.00
01:24p	Data Transfer	104KB	SDGSGB	0.00
01:42p	Data Transfer	25,409KB	SDGSGB	0.00
02:26p	Data Transfer	17KB	SDGSGB	0.00
03:22p	Data Transfer	7KB	SDGSGB	0.00
03:45p	Data Transfer	133KB	SDGSGB	0.00
04:03p	Data Transfer	1KB	SDGSGB	0.00
04:18p	Data Transfer	12KB	SDGSGB	0.00
04:19p	Data Transfer	184KB	SDGSGB	0.00
04:58p	Data Transfer	56KB	SDGSGB	0.00
06:00p	Data Transfer	12KB	SDGSGB	0.00
06:08p	Data Transfer	3,605KB	SDGSGB	0.00
09:06p	Data Transfer	35KB	SDGSGB	0.00
09:12p	Data Transfer	17KB	SDGSGB	0.00
09:22p	Data Transfer	90KB	SDGSGB	0.00
10:22p	Data Transfer	40KB	SDGSGB	0.00
Wednesday, 01/15				
09:30a	Data Transfer	7KB	SDGSGB	0.00
09:39a	Data Transfer	22,056KB	SDGSGB	0.00
04:02p	Data Transfer	2,129KB	SDGSGB	0.00
04:54p	Data Transfer	102KB	SDGSGB	0.00
05:07p	Data Transfer	216KB	SDGSGB	0.00
08:38p	Data Transfer	469KB	SDGSGB	0.00
Thursday, 01/16				
07:20a	Data Transfer	284KB	SDGSGB	0.00
08:02a	Data Transfer	2KB	SDGSGB	0.00
08:37a	Data Transfer	34KB	SDGSGB	0.00
09:55a	Data Transfer	81KB	SDGSGB	0.00
11:22a	Data Transfer	12KB	SDGSGB	0.00
12:00p	Data Transfer	142KB	SDGSGB	0.00
12:53p	Data Transfer	10,650KB	SDGSGB	0.00
03:36p	Data Transfer	210KB	SDGSGB	0.00
03:51p	Data Transfer	2KB	SDGSGB	0.00
03:54p	Data Transfer	211KB	SDGSGB	0.00
04:17p	Data Transfer	26KB	SDGSGB	0.00
05:07p	Data Transfer	22KB	SDGSGB	0.00
05:28p	Data Transfer	23KB	SDGSGB	0.00
06:15p	Data Transfer	52KB	SDGSGB	0.00
08:45p	Data Transfer	9KB	SDGSGB	0.00
09:51p	Data Transfer	1KB	SDGSGB	0.00
07:02p	Data Transfer	37KB	SDGSGB	0.00
07:30p	Data Transfer	3,957KB	SDGSGB	0.00
Friday, 01/17				
08:41a	Data Transfer	112KB	SDGSGB	0.00
09:56a	Data Transfer	356KB	SDGSGB	0.00
11:05a	Data Transfer	7KB	SDGSGB	0.00
11:32a	Data Transfer	135KB	SDGSGB	0.00
02:37p	Data Transfer	0KB	SDGSGB	0.00
05:42p	Data Transfer	52KB	SDGSGB	0.00
09:25p	Data Transfer	39KB	SDGSGB	0.00
07:04p	Data Transfer	22KB	SDGSGB	0.00
07:15p	Data Transfer	12KB	SDGSGB	0.00
07:18p	Data Transfer	13KB	SDGSGB	0.00
Subtotal for Data Plans:		1,598,075KB		0.00
Subtotal for KB's:		1,598,075KB		0.00
Picture/Video Messages				
Thursday, 12/19				
10:09a Rcvd	239-248-2230	Plct Video MSG	UNLMSG	0.00
Tuesday, 12/24				
[redacted]				
Wednesday, 12/25				
12:20p Sent	603-491-5639	Plct Video MSG	UNLMSG	0.00
[redacted]				
Tuesday, 01/07				
[redacted]				
Sunday, 01/12				
10:44p Sent	603-491-5639	Plct Video MSG	UNLMSG	0.00
Tuesday, 01/14				
11:34p Sent	603-491-5639	Plct Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 7				0.00
Total Data Detail				0.00

Rate Code:
SDGSGB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

Plaintiff - 986

at&t

KERRY PAUL [redacted]

Page: 1 of 4
Bill Cycle Date: 01/18/14 - 02/17/14
Account: [redacted]
Foundation Account:

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Wireless Statement

Bill At A Glance

Previous Balance	$159.24
Payment - 02/10 - Thank You!	$159.24CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.24
Amount to be Debited	**$159.24**

Your Credit Card will be Debited on or after Mar 10, 2014



Service Summary

Service	Page	Total
(4) Wireless		$159.24
[redacted] $117.87	1 2	
Total New Charges		**$159.24**

(4) Wireless

Group 1 - Data Summary - Jan 18 thru Feb 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	629
	254
Total	1,092

(4) [redacted]

Mobile Share for iPhone - Includes unlimited Anytime Minutes, Nationwide Long Distance & Roaming, Unlimited domestic text, picture, video and instant messages and unlimited calling to/from any other domestic mobile phone, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes International

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
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For important information about your bill, please see the **News You Can Use** section (Page 3).

If you receive a suspension notice for past due charges, please pay immediately to avoid service interruption.

Wireless Services provided by AT&T Mobility, LLC.

Your Credit Card will be Debited on or after: Mar 10, 2014 **$159.24**

at&t

KERRY PAUL
Account Number [redacted]

AT&T MOBILITY - RDD
PO Box 537104
Atlanta, GA 30353-7104

9260053412472756700000000016924000000159240004

Plaintiff - 987

[redacted]

roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Feb 18 thru Mar 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	203
Night & Weekend Minutes	Unlimited
Minutes Used	508

Data Usage Summary
Mobile Share Messaging

Used	311

Mobile Share 6GB with Unlimited Talk & Text

Individual MB Used	829

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.82
5. Municipal Business License Surcharge	0.28
6. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.07

Government Fees and Taxes

7. 911 Service Fee	0.63
8. County Sales Tax - Telecom	0.30
9. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30

Total Other Charges & Credits	**6.37**
[redacted]	**41.37**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime Minutes, Nationwide Long Distance & Roaming, Unlimited domestic text, picture, video messages, and unlimited calling to/from any other domestic mobile phone, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Feb 18 thru Mar 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	1,061
Night & Weekend Minutes	Unlimited
Minutes Used	217

Data Usage Summary
Mobile Share Messaging

Used	377

Mobile Share 6GB with Unlimited Talk & Text

Included in Plan MB	5,144
Individual MB Used	254
Others in Group MB Used	829

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.82
7. Municipal Business License Surcharge	0.28
8. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.07

Government Fees and Taxes

9. 911 Service Fee	0.63

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[redacted]

Other Charges and Credits - Continued

10. County Sales Tax - Telecom	0.38
11. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.37**
Total for 803 727-6566	**117.87**
Total for Wireless accounts	**159.24**

News You Can Use

GO PAPERLESS & GET A $10 REWARD
Enroll in free paperless billing and get a $10 Reward Card as our thanks. See offer details at www.att.com/get10.

STAY INFORMED AND ENTERTAINED
Wherever you are, www.att.net delivers the information you need most. Access www.att.net from your smartphone or tablet and get your e-mail, personalized weather, finance, and sports. Plus, get your local news, watch videos, get lifestyle tips, and have fun with www.att.net entertainment! (Data charges may apply). At home or on the go - visit www.att.net.

SHOP OUR SELECTION OF TABLETS
Add a tablet to game, surf and more on the go! Call 800-449-1672 or visit www.att.com/addaline.

STAY CONNECTED TO YOUR KIDS
Play it safe with a FILIP(TM) wearable smart locator with voice for kids. This fun, colorful device can monitor your child's safety and location from an app on a compatible smartphone, plus call them directly for a two-way conversation. Get peace of mind while letting your kids be kids! Visit www.att.com/filip for more information. Device cannot call 911 emergency services.

DRIVE ON THE SAFE SIDE WITH 24/7 ROADSIDE SERVICE
AT&T Roadside Assistance follows your phone, whether you're the driver or the passenger, in your car or theirs. Services include: towing for mechanical failure, battery jump start, flat tire assistance and more for $2.99/mo. Travel with peace of mind knowing that the help you need is just a phone call away. Sign up today and receive your first 30 days for FREE. Visit www.att.com/roadside.

MOVING SOON?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed Internet and Digital TV services. 800-MOVE-ATT (800-668-3288) or visit www.att.com/move.

Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account.

Plaintiff - 989

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Rate Code:
SDSSGB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

[redacted]

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Saturday, 01/18							
[redacted]							
10:56a	INCONI CL	803-461-6639	SDDV		19	0.00	0.00
11:55a	INCONI CL	360-679-6614	SDDV		5	0.00	0.00
[redacted]							
04:06p	COLUMB SC	803-829-8931	SDDV		1	0.00	0.00
04:06p	COLUMB SC	803-829-8931	SDDV		1	0.00	0.00
04:06p	INCONI CL	803-829-8931	SDDV		11	0.00	0.00
05:06p	INCONI CL	561-307-0629	SDDV		24	0.00	0.00
05:54p	COLUMB SC	803-309-2616	SDDV		3	0.00	0.00
06:12p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
06:22p	COLUMB SC	803-309-1087	SDDV		1	0.00	0.00
06:25p	FORT M FL	239-246-2230	SDDV		2	0.00	0.00
06:27p	INCONI CL	803-348-2437	SDDV		2	0.00	0.00
[redacted]							
08:55p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
09:17p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Sunday, 01/19							
12:54p	COLUMB SC	803-461-6639	SDDV		1	0.00	0.00
01:02p	COLUMB SC	803-829-8931	SDDV		1	0.00	0.00
01:02p	DAVIS CA	530-902-7685	SDDV		1	0.00	0.00
[redacted]							
02:21p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
02:23p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Monday, 01/20							
11:56a	INCONI CL	803-461-6639	SDDV		6	0.00	0.00
05:20p	COLUMB SC	803-829-8931	SDDV		4	0.00	0.00
Tuesday, 01/21							
09:16a	INCONI CL	803-829-8931	SDDV		0	0.00	0.00
12:14p	INCONI CL	803-898-5145	SDDV		2	0.00	0.00
12:15p	INCONI CL	803-348-2437	SDDV		2	0.00	0.00
03:50p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
04:13p	COLUMB SC	803-737-0500	SDDV		2	0.00	0.00
04:16p	COLUMB SC	803-737-1979	SDDV		2	0.00	0.00
05:47p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
08:28p	INCONI CL	803-461-6639	SDDV		2	0.00	0.00
09:30p	CALL WAIT	803-829-8931	SDDV	CH	11	0.00	0.00
09:44p	COLUMB SC	803-461-6639	SDDV		18	0.00	0.00

Plaintiff - 990

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 01/22							
08:56a	W PALM FL	561-643-8278	SDDV		1	0.00	0.00
09:00a	INCONI CL	561-643-8278	SDDV		54	0.00	0.00
10:29a	INCONI CL	803-096-5145	SDDV		2	0.00	0.00
10:31a	COLUMB SC	803-737-1979	SDDV		1	0.00	0.00
10:33a	INCONI CL	803-737-1979	SDDV		10	0.00	0.00
10:45a	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
10:52a	INCONI CL	803-737-1979	SDDV		2	0.00	0.00
11:18a	INCONI CL	803-696-5145	SDDV		1	0.00	0.00
12:11p	COLUMB SC	803-629-6931	SDDV		17	0.00	0.00
01:53p	COLUMB SC	803-737-7801	SDDV		2	0.00	0.00
02:36p	COLUMB SC	803-629-6931	SDDV		1	0.00	0.00
03:01p	INCONI CL	803-629-6931	SDDV		5	0.00	0.00
04:04p	COLUMB SC	803-309-2616	SDDV		4	0.00	0.00
04:26p	COLUMB SC	803-469-5116	SDDV		2	0.00	0.00
04:45p	INCONI CL	803-469-5116	SDDV		6	0.00	0.00
06:19p	INCONI CL	803-629-6931	SDDV		8	0.00	0.00
06:50p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
07:58p	INCONI CL	239-246-2230	SDDV		4	0.00	0.00
Thursday, 01/23							
06:56a	COLUMB SC	803-737-7801	SDDV		2	0.00	0.00
09:50a	COLUMB SC	803-917-1031	SDDV		3	0.00	0.00
09:53a	INCONI CL	803-821-0700	SDDV		2	0.00	0.00
09:56a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
09:57a	INCONI CL	386-451-8643	SDDV		1	0.00	0.00
09:59a	DAYTON FL	386-451-8643	SDDV		10	0.00	0.00
10:26a	INCONI CL	803-696-5145	SDDV		4	0.00	0.00
12:25p	INCONI CL	803-957-8505	SDDV		1	0.00	0.00
[redacted]							
02:43p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
05:25p	INCONI CL	803-821-0700	SDDV		2	0.00	0.00
05:24p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
07:27p	INCONI CL	803-821-1000	SDDV		1	0.00	0.00
Friday, 01/24							
08:14a	COLUMB SC	803-820-6931	SDDV		2	0.00	0.00
[redacted]							
08:21a	COLUMB SC	803-820-6931	SDDV		12	0.00	0.00
09:25a	LEXING SC	803-808-0523	SDDV		1	0.00	0.00
11:53a	INCONI CL	803-629-6931	SDDV		8	0.00	0.00
04:20p	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
[redacted]							
05:00p	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
05:09p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
05:01p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
05:06p	INCONI CL	803-629-6931	SDDV		27	0.00	0.00
05:53p	COLUMB SC	803-431-5639	SDDV		13	0.00	0.00
Saturday, 01/25							
01:09p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
05:30p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Sunday, 01/26							
05:03p	INCONI CL	803-629-6931	SDDV		8	0.00	0.00
05:43p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
05:47p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
09:55p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
09:35p	INCONI CL	803-431-5639	SDDV		9	0.00	0.00
09:32p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Monday, 01/27							
[redacted]							
05:36p	INCONI CL	803-431-5639	SDDV		1	0.00	0.00
05:36p	INCONI CL	803-431-5639	SDDV		8	0.00	0.00
05:25p	INCONI CL	803-821-1000	SDDV		2	0.00	0.00
Tuesday, 01/28							
08:50a	INCONI CL	561-643-8278	SDDV		18	0.00	0.00
09:11a	COLUMB SC	803-309-2616	SDDV		1	0.00	0.00
[redacted]							
12:38p	INCONI CL	803-767-0674	SDDV		13	0.00	0.00
12:49p	INCONI CL	803-629-6931	SDDV		2	0.00	0.00
05:50p	INCONI CL	803-348-2437	SDDV		14	0.00	0.00
Wednesday, 01/29					1	0.00	0.00
09:29a	DAYTON FL	386-679-6814	SDDV		14	0.00	0.00
04:52p	INCONI CL	803-821-1060	SDDV		1	0.00	0.00
06:15p	INCONI CL	803-345-2437	SDDV		1	0.00	0.00
06:42p	INCONI CL	803-727-6966	SDDV		1	0.00	0.00
09:07p	COLUMB SC	803-431-5639	SDDV		21	0.00	0.00
Thursday, 01/30							
09:56a	ATLANT GA	404-232-3102	SDDV		2	0.00	0.00
12:03p	INCONI CL	803-690-5145	SDDV		1	0.00	0.00
[redacted]							
03:49p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
04:55p	COLUMB SC	803-806-5145	SDDV		2	0.00	0.00
04:59p	COLUMB SC	803-820-6931	SDDV		1	0.00	0.00
[redacted]							
05:40p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
05:49p	INCONI CL	803-629-6931	SDDV		14	0.00	0.00
08:55p	LEXING SC	803-957-8707	SDDV		1	0.00	0.00
[redacted]							
06:03p	LEXING SC	803-957-0580	SDDV		1	0.00	0.00
08:34p	DAVIS CA	530-902-7695	SDDV		1	0.00	0.00
[redacted]					2	0.00	0.00
[redacted]							
Friday, 01/31							
[redacted]							
08:38a	LEXING SC	803-808-0523	SDDV		1	0.00	0.00
08:52a	DAVIS CA	530-902-7695	SDDV		1	0.00	0.00
09:00a	INCONI CL	530-902-7695	SDDV		1	0.00	0.00
11:00a	LEXING SC	803-957-8566	SDDV		2	0.00	0.00
11:37a	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
11:52a	INCONI CL	803-767-0674	SDDV		3	0.00	0.00
01:12p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							

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Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 01/31							
01:31p	INCOMI CL	803-251-0130	SDDV		4	0.00	0.00
01:35p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
02:11p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
02:12p	COLUMB SC	803-309-5145	SDDV		1	0.00	0.00
[redacted]							
02:26p	COLUMB SC	803-329-6331	SDDV		1	0.00	0.00
[redacted]							
02:33p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
02:33p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
02:59p	COLUMB SC	803-251-0130	SDDV		1	0.00	0.00
03:00p	COLUMB SC	803-401-0930	SDDV		1	0.00	0.00
[redacted]							
06:24p	COLUMB SC	803-787-0874	SDDV		3	0.00	0.00
[redacted]							
06:45p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
06:46p	COLUMB SC	803-606-9933	SDDV		7	0.00	0.00
06:58p	COLUMB SC	803-461-5639	SDDV		2	0.00	0.00
06:01p	COLUMB SC	803-461-5639	SDDV		6	0.00	0.00
06:28p	COLUMB SC	803-873-7288	SDDV		1	0.00	0.00
Saturday, 02/01							
[redacted]							
07:08p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Monday, 02/03							
03:54a	COLUMB SC	803-896-5145	SDDV		8	0.00	0.00
03:58a	COLUMB SC	803-737-1979	SDDV		1	0.00	0.00
09:04a	DAVIS CA	530-902-7685	SDDV		3	0.00	0.00
09:13a	DAVIS CA	530-902-7685	SDDV		2	0.00	0.00
09:15a	COLUMB SC	803-917-3224	SDDV		2	0.00	0.00
10:17a	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
10:19a	COLUMB SC	803-606-9933	SDDV		2	0.00	0.00
11:28a	INCOMI CL	803-896-5145	SDDV		3	0.00	0.00
[redacted]							
12:10p	COLUMB SC	803-606-9933	SDDV		1	0.00	0.00
[redacted]							
07:09p	PTLN N CA	707-766-4781	SDDV		1	0.00	0.00
07:10p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:11p	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
[redacted]							
Tuesday, 02/04							
12:10p	INCOMI CL	803-896-5145	SDDV		2	0.00	0.00
[redacted]							
09:44p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 02/04							
[redacted]							
03:54p	CALL WAIT	803-606-9933	SDDV	CW	10	0.00	0.00
04:05p	COLUMB SC	803-643-8737	SDDV		1	0.00	0.00
04:06p	PTLN N CA	707-766-4781	SDDV		13	0.00	0.00
[redacted]							
05:05p	INCOMI CL	803-643-8737	SDDV		19	0.00	0.00
05:37p	COLUMB SC	803-461-5639	SDDV		6	0.00	0.00
Wednesday, 02/05							
[redacted]							
05:20p	CALL WAIT	803-787-0874	SDDV	CW	2	0.00	0.00
05:31p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
Thursday, 02/06							
11:43a	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
03:48p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
[redacted]							
03:51p	CALL WAIT	803-787-0874	SDDV	CW	2	0.00	0.00
[redacted]							
07:32p	COLUMB SC	803-466-5145	SDDV		2	0.00	0.00
Friday, 02/07							
[redacted]							
08:00a	COLUMB SC	803-896-5145	SDDV		1		
09:55a	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
[redacted]							
01:14p	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
[redacted]							
04:41p	INCOMI CL	704-512-3288	SDDV		2	0.00	0.00
[redacted]							
06:29p	INCOMI CL	704-512-3288	SDDV		1	0.00	0.00
07:00p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
Saturday, 02/08							
[redacted]							
04:06p	INCOMI CL	803-787-0874	SDDV		1	0.00	0.00
04:13p	COLUMB SC	803-787-0874	SDDV		2	0.00	0.00
04:16p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
[redacted]							
05:34p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
05:36p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
Sunday, 02/09							
04:57p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
05:48p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
05:55p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							

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Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 02/10							
07:58a	COLUMB SC	803-309-2815	SDDV		3	0.00	0.00
[redacted]							
10:23a	COLUMB SC	803-696-5145	SDDV		5	0.00	0.00
10:37a	INCONI CL	678-467-8576	SDDV		10	0.00	0.00
[redacted]							
11:60a	COLUMB SC	803-309-2815	SDDV		5	0.00	0.00
12:34p	COLUMB SC	803-696-5145	SDDV		2	0.00	0.00
02:05p	COLUMB SC	803-309-2815	SDDV		2	0.00	0.00
02:10p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
02:12p	COLUMB SC	803-696-5145	SDDV		13	0.00	0.00
[redacted]							
04:20p	INCONI CL	803-696-5145	SDDV		1	0.00	0.00
Tuesday, 02/11							
08:54a	INCONI CL	803-777-3616	SDDV		1	0.00	0.00
09:58a	LEXING SC	803-996-1150	SDDV		2	0.00	0.00
10:13a	LEXING SC	803-996-1150	SDDV		3	0.00	0.00
11:58a	INCONI CL	803-696-5145	SDDV		2	0.00	0.00
03:49p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
03:56p	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
[redacted]							
06:20p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
08:21p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Wednesday, 02/12							
01:12p	INCONI CL	803-821-1000	SDDV		1	0.00	0.00
01:18p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
08:07p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Thursday, 02/13							
04:00p	INCONI CL	803-767-0674	SDDV		2	0.00	0.00
04:09p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
04:07p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
Friday, 02/14							
04:21p	LEXING SC	803-356-0316	SDDV		3	0.00	0.00
[redacted]							
04:46p	INCONI CL	803-350-0285	SDDV		1	0.00	0.00
06:14p	Toll F CL	866-001-7322	SDDV		6	0.00	0.00
08:35p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Saturday, 02/15							
12:08p	INCONI CL	803-481-6639	SDDV		6	0.00	0.00
12:27p	INCONI CL	803-481-6639	SDDV		2	0.00	0.00
[redacted]							
Sunday, 02/16							
02:51p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
06:39p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
06:55p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
09:56p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 02/17							
[redacted]							
09:30a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Subtotal					1,273	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Saturday, 01/18				
08:38a	Rcvd	803-873-7288	MTH TEXT MESSAG	UNLMSG 0.00
08:41a	Sent	803-873-7288	MTH TEXT MESSAG	UNLMSG 0.00
08:51a	Rcvd	803-873-7288	MTH TEXT MESSAG	UNLMSG 0.00
09:38a	Sent	803-477-3717	Text Message	UNLMSG 0.00
01:52p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
[redacted]				
04:05p	Sent	803-481-6639	Text Message	UNLMSG 0.00
04:18p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
04:18p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
04:18p	Sent	803-481-6639	Text Message	UNLMSG 0.00
04:19p	Sent	803-481-6639	Text Message	UNLMSG 0.00
04:20p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
05:55p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
05:56p	Sent	803-481-6639	Text Message	UNLMSG 0.00
08:57p	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
Sunday, 01/19				
11:45a	Sent	803-481-6639	Text Message	UNLMSG 0.00
11:58a	Rcvd	803-481-6639	Text Message	UNLMSG 0.00
03:31p	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
03:51p	Sent	530-902-7885	Text Message	UNLMSG 0.00
03:51p	Sent	803-481-6639	Text Message	UNLMSG 0.00
[redacted]				
03:57p	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
[redacted]				
10:49p	Rcvd	803-628-0831	MTH TEXT MESSAG	UNLMSG 0.00
Monday, 01/20				
10:43a	Sent	803-629-0831	MTH TEXT MESSAG	UNLMSG 0.00
[redacted]				
10:44a	Sent	530-902-7885	Text Message	UNLMSG 0.00
[redacted]				
Tuesday, 01/21				
[redacted]				
12:27p	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
12:40p	Sent	530-902-7885	Text Message	UNLMSG 0.00
01:25p	Rcvd	530-902-7885	Text Message	UNLMSG 0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 01/21					
01:31p	Sent	530-902-7665	Text Message	UNLMSG	0.00
[redacted]					
09:22p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
09:22p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
09:22p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
Wednesday, 01/22					
12:54a	Sent	603-481-5639	Text Message	UNLMSG	0.00
06:10a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
06:55a	Sent	603-481-5639	Text Message	UNLMSG	0.00
06:56a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
08:07a	Sent	603-481-5639	Text Message	UNLMSG	0.00
08:08a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
08:08a	Sent	603-481-5639	Text Message	UNLMSG	0.00
08:09a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
01:07p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
01:55p	Sent	603-481-5639	Text Message	UNLMSG	0.00
02:08p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
02:08p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
02:31p	Sent	603-481-5639	Text Message	UNLMSG	0.00
02:32p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
02:35p	Sent	603-481-5639	Text Message	UNLMSG	0.00
02:34p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
02:35p	Sent	603-481-5639	Text Message	UNLMSG	0.00
02:43p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
Thursday, 01/23					
06:59a	Rcvd	603-917-3224	Text Message	UNLMSG	0.00
08:06a	Rcvd	603-917-3224	Text Message	UNLMSG	0.00
09:05a	Sent	603-917-3224	Text Message	UNLMSG	0.00
09:08a	Rcvd	603-917-3224	Text Message	UNLMSG	0.00
09:09a	Sent	603-917-3224	Text Message	UNLMSG	0.00
09:59a	Rcvd	603-797-0874	Text Message	UNLMSG	0.00
05:27p	Rcvd	603-603-6757	Text Message	UNLMSG	0.00
05:27p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:27p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:30p	Rcvd	603-603-6757	Text Message	UNLMSG	0.00
05:39p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:39p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:42p	Rcvd	603-603-6757	Text Message	UNLMSG	0.00
05:44p	Rcvd	603-603-6757	Text Message	UNLMSG	0.00
05:47p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:47p	Sent	603-603-6757	Text Message	UNLMSG	0.00
05:54p	Rcvd	603-603-6757	Text Message	UNLMSG	0.00
05:59p	Sent	603-603-6757	Text Message	UNLMSG	0.00
07:37p	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
08:14p	Rcvd	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
08:48p	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
08:50p	Rcvd	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:12p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
09:20p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 01/23					
10:56p	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
10:56p	Sent	603-481-5639	Text Message	UNLMSG	0.00
10:57p	Sent	530-902-7665	Text Message	UNLMSG	0.00
10:59p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
Friday, 01/24					
08:53a	Rcvd	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:10a	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
10:47a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
10:59a	Sent	603-481-5639	Text Message	UNLMSG	0.00
11:26a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
11:26a	Sent	603-481-5639	Text Message	UNLMSG	0.00
11:27a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
01:31p	Sent	603-481-5639	Text Message	UNLMSG	0.00
Saturday, 01/25					
12:50p	Rcvd	603-917-3224	Text Message	UNLMSG	0.00
01:31p	Sent	603-917-3224	Text Message	UNLMSG	0.00
01:31p	Rcvd	603-917-3224	Text Message	UNLMSG	0.00
01:32p	Sent	603-917-3224	Text Message	UNLMSG	0.00
Sunday, 01/26					
10:15a	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
11:42a	Rcvd	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
11:47a	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
11:48a	Sent	603-481-5639	Text Message	UNLMSG	0.00
12:02p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
12:08p	Sent	603-481-5639	Text Message	UNLMSG	0.00
12:09p	Rcvd	603-481-5639	Text Message	UNLMSG	0.00
12:14p	Sent	603-481-5639	Text Message	UNLMSG	0.00
Monday, 01/27					
03:37p	Sent	603-351-6769	Text Message	UNLMSG	0.00
05:09p	Rcvd	603-563-4422	Text Message	UNLMSG	0.00
05:36p	Sent	603-563-4422	Text Message	UNLMSG	0.00
08:20p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
08:21p	Sent	603-481-5639	Text Message	UNLMSG	0.00
08:21p	Sent	530-902-7665	Text Message	UNLMSG	0.00
08:22p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
08:23p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
[redacted]					
08:55p	Sent	530-902-7665	Text Message	UNLMSG	0.00
08:59p	Sent	603-481-5639	Text Message	UNLMSG	0.00
[redacted]					
09:01p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
Tuesday, 01/28					
09:10a	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
09:10a	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
09:11a	Sent	530-902-7665	Text Message	UNLMSG	0.00
09:11a	Sent	603-481-5639	Text Message	UNLMSG	0.00
09:11a	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
09:12a	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
09:13a	Sent	603-481-5639	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 01/28					
09:13a	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:14a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:15a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:16a	Sent	803-481-5639	Text Message	UNLMSG	0.00
09:16a	Sent	630-902-7685	Text Message	UNLMSG	0.00
12:32p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
12:34p	Sent	803-481-5639	Text Message	UNLMSG	0.00
12:35p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
12:35p	Sent	803-481-5639	Text Message	UNLMSG	0.00
12:39p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
09:19p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:20p	Sent	803-481-5639	Text Message	UNLMSG	0.00
09:20p	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:39p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Wednesday, 01/29					
05:22a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:28a	Sent	803-481-5639	Text Message	UNLMSG	0.00
09:28a	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:32a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
12:19p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
12:13p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
02:19p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
02:20p	Sent	803-481-5639	Text Message	UNLMSG	0.00
[redacted]					
02:20p	Sent	630-902-7685	Text Message	UNLMSG	0.00
02:21p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
02:22p	Sent	630-902-7685	Text Message	UNLMSG	0.00
02:22p	Sent	803-481-5639	Text Message	UNLMSG	0.00
02:24p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
03:18p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
03:19p	Sent	803-481-5639	Text Message	UNLMSG	0.00
[redacted]					
03:19p	Sent	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:00p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:45p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:45p	Sent	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:45p	Sent	803-481-5639	Text Message	UNLMSG	0.00
05:45p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:45p	Sent	803-481-5639	Text Message	UNLMSG	0.00
05:45p	Sent	630-902-7685	Text Message	UNLMSG	0.00
05:45p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 01/30					
08:06a	Rcvd	661-643-8276	Text Message	UNLMSG	0.00
09:02a	Sent	661-643-8276	Text Message	UNLMSG	0.00
09:15a	Rcvd	661-643-8276	Text Message	UNLMSG	0.00
11:42a	Sent	661-643-8276	Text Message	UNLMSG	0.00
05:35p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:35p	Sent	630-902-7685	Text Message	UNLMSG	0.00
08:30p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Friday, 01/31					
08:51a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
08:51a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
08:51a	Sent	803-448-9740	Text Message	UNLMSG	0.00
08:51a	Rcvd	803-448-0740	Text Message	UNLMSG	0.00
08:52a	Sent	803-448-9740	Text Message	UNLMSG	0.00
08:53a	Sent	803-448-0740	Text Message	UNLMSG	0.00
08:54a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
08:01a	Sent	803-448-9740	Text Message	UNLMSG	0.00
09:05a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
09:07a	Rcvd	803-873-7269	MTN TEXT MESSAG	UNLMSG	0.00
09:08a	Sent	803-873-7269	MTN TEXT MESSAG	UNLMSG	0.00
Saturday, 02/01					
09:46a	Sent	803-873-7269	MTN TEXT MESSAG	UNLMSG	0.00
09:47a	Rcvd	803-873-7269	MTN TEXT MESSAG	UNLMSG	0.00
05:40p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:40p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Sunday, 02/02					
06:46p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
07:51p	Sent	803-917-3224	Text Message	UNLMSG	0.00
Monday, 02/03					
09:53a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
09:54a	Sent	803-917-3224	Text Message	UNLMSG	0.00
09:55a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
10:28a	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:38a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:39a	Sent	630-902-7685	Text Message	UNLMSG	0.00
10:40a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:47a	Sent	630-902-7685	Text Message	UNLMSG	0.00
10:55a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:56a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
11:08a	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:51a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
11:57a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
12:10p	Sent	803-917-3224	Text Message	UNLMSG	0.00
04:32p	Rcvd	803-808-9033	MTN TEXT MESSAG	UNLMSG	0.00
10:46p	Sent	803-481-5639	Text Message	UNLMSG	0.00
10:47p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:52p	Sent	803-481-5639	Text Message	UNLMSG	0.00
10:54p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:54p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:55p	Sent	803-481-5639	Text Message	UNLMSG	0.00
10:55p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:56p	Sent	803-481-5639	Text Message	UNLMSG	0.00
10:56p	Sent	803-481-5639	Text Message	UNLMSG	0.00
10:57p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 02/04					
09:01p	Rcvd	603-873-7200	MTN TEXT MESSAG	UNLMSG	0.00
09:16p	Sent	603-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Wednesday, 02/05					
11:28a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:44a	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:46p	Rcvd	386-451-5643	Text Message	UNLMSG	0.00
04:46p	Sent	386-451-5643	Text Message	UNLMSG	0.00
07:54p	Rcvd	603-300-1067	Text Message	UNLMSG	0.00
09:40p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:08p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:09p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:11p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:11p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:12p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:13p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:14p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Thursday, 02/06					
[redacted]					
Friday, 02/07					
09:54a	Sent	603-461-5639	Text Message	UNLMSG	0.00
10:24a	Rcvd	603-340-2437	MTN TEXT MESSAG	UNLMSG	0.00
12:31p	Rcvd	603-306-1067	Text Message	UNLMSG	0.00
03:08p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
03:36p	Sent	603-461-5639	Text Message	UNLMSG	0.00
Saturday, 02/08					
[redacted]					
09:04p	Sent	603-461-5639	Text Message	UNLMSG	0.00
09:04p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:05p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:26p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
10:33p	Sent	603-553-4422	Text Message	UNLMSG	0.00
10:34p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:30p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:37p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:47p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Sunday, 02/09					
11:28a	Rcvd	603-446-9740	Text Message	UNLMSG	0.00
11:29a	Rcvd	603-446-9740	Text Message	UNLMSG	0.00
12:04p	Sent	603-446-9740	Text Message	UNLMSG	0.00
12:18p	Rcvd	603-446-9740	Text Message	UNLMSG	0.00
12:18p	Sent	603-446-9740	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 02/09					
12:18p	Rcvd	603-446-9740	Text Message	UNLMSG	0.00
Monday, 02/10					
08:43p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:28p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:29p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:30p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:30p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:32p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:32p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:34p	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:47p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:46p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:50p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:53p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:54p	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:56p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Tuesday, 02/11					
01:08p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
02:33p	Sent	603-461-5639	Text Message	UNLMSG	0.00
02:33p	Sent	603-461-5639	Text Message	UNLMSG	0.00
02:36p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
02:48p	Sent	603-461-5639	Text Message	UNLMSG	0.00
02:54p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
03:29p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
03:54p	Sent	530-902-7685	Text Message	UNLMSG	0.00
03:54p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:35p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
08:02p	Sent	530-902-7685	Text Message	UNLMSG	0.00
08:02p	Sent	603-461-5639	Text Message	UNLMSG	0.00
08:10p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:19p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:18p	Sent	603-461-5639	Text Message	UNLMSG	0.00
05:19p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
07:51p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:55p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:46p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:46p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:48p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Wednesday, 02/12					
11:38a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
03:32p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:02p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:03p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:00p	Sent	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
09:09p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:09p	Sent	603-461-5639	Text Message	UNLMSG	0.00

KERRY PAUL [redacted]

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[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 02/12					
08:08p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
08:18p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
08:23p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
08:46p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
Thursday, 02/13					
03:46p	Rcvd	603-309-1007	Text Message	UNLMSG	0.00
03:47p	Rcvd	603-309-1007	Text Message	UNLMSG	0.00
05:38p	Sent	603-461-5639	Text Message	UNLMSG	0.00
05:38p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:39p	Sent	603-461-5639	Text Message	UNLMSG	0.00
05:43p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:09p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
07:09p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
08:21p	Sent	603-461-5639	Text Message	UNLMSG	0.00
08:21p	Sent	630-802-7685	Text Message	UNLMSG	0.00
08:26p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
09:20p	Sent	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
09:26p	Sent	603-461-5639	Text Message	UNLMSG	0.00
09:27p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
08:44p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
Friday, 02/14					
08:26p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
10:42p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
11:21p	Sent	630-802-7685	Text Message	UNLMSG	0.00
11:21p	Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
11:24p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
Saturday, 02/15					
12:17p	Sent	603-461-5639	Text Message	UNLMSG	0.00
12:18p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
12:57p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
01:11p	Rcvd	603-860-1098	Text Message	UNLMSG	0.00
01:12p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
01:14p	Sent	603-445-9740	Text Message	UNLMSG	0.00
01:14p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
01:15p	Sent	603-448-9740	Text Message	UNLMSG	0.00
01:17p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
01:27p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
03:49p	Sent	603-448-9740	Text Message	UNLMSG	0.00
03:55p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
Sunday, 02/16					
01:23a	Sent	239-249-2230	MTN TEXT MESSAG	UNLMSG	0.00
04:03p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 02/16					
04:04p	Sent	603-448-9740	Text Message	UNLMSG	0.00
04:05p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
04:05p	Sent	603-448-9740	Text Message	UNLMSG	0.00
04:18p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
Monday, 02/17					
08:38p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
08:37p	Sent	603-461-5639	Text Message	UNLMSG	0.00
Subtotal for Text Messages: 369					0.00
Data Plans					
Friday, 01/17					
03:13p		Data Transfer	6,346KB	SDG6GB	0.00
03:56p		Data Transfer	486KB	SDG6GB	0.00
04:43p		Data Transfer	99KB	SDG6GB	0.00
05:26p		Data Transfer	7KB	SDG6GB	0.00
05:37p		Data Transfer	7KB	SDG6GB	0.00
07:36p		Data Transfer	113KB	SDG6GB	0.00
10:40p		Data Transfer	23KB	SDG6GB	0.00
Saturday, 01/18					
09:35a		Data Transfer	0KB	SDG6GB	0.00
09:50a		Data Transfer	11KB	SDG6GB	0.00
09:37a		Data Transfer	30KB	SDG6GB	0.00
11:15a		Data Transfer	30KB	SDG6GB	0.00
11:58a		Data Transfer	35KB	SDG6GB	0.00
12:36p		Data Transfer	104KB	SDG6GB	0.00
04:06p		Data Transfer	7KB	SDG6GB	0.00
04:18p		Data Transfer	21KB	SDG6GB	0.00
05:06p		Data Transfer	14KB	SDG6GB	0.00
05:38p		Data Transfer	29KB	SDG6GB	0.00
08:14p		Data Transfer	138KB	SDG6GB	0.00
08:26p		Data Transfer	76KB	SDG6GB	0.00
08:38p		Data Transfer	170KB	SDG6GB	0.00
08:17p		Data Transfer	162KB	SDG6GB	0.00
Sunday, 01/19					
08:53a		Data Transfer	124KB	SDG6GB	0.00
12:50p		Data Transfer	1,000KB	SDG6GB	0.00
02:52p		Data Transfer	520KB	SDG6GB	0.00
Monday, 01/20					
07:30a		Data Transfer	428KB	SDG6GB	0.00
08:23p		Data Transfer	158KB	SDG6GB	0.00
11:23p		Data Transfer	61KB	SDG6GB	0.00
Tuesday, 01/21					
08:32a		Data Transfer	490KB	SDG6GB	0.00
04:05p		Data Transfer	892KB	SDG6GB	0.00
04:20p		Data Transfer	3,454KB	SDG6GB	0.00
08:33p		Data Transfer	6,704KB	SDG6GB	0.00
Wednesday, 01/22					
05:08p		Data Transfer	643KB	SDG6GB	0.00
06:57p		Data Transfer	2,873KB	SDG6GB	0.00
07:03p		Data Transfer	634KB	SDG6GB	0.00
08:33p		Data Transfer	217KB	SDG6GB	0.00
Thursday, 01/23					
05:28a		Data Transfer	1,772KB	SDG6GB	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Thursday, 01/23				
03:58p	Data Transfer	1,079KB	SDG6GB	0.00
Friday, 01/24				
02:26a	Data Transfer	13,017KB	SDG6GB	0.00
01:55p	Data Transfer	65KB	SDG6GB	0.00
04:29p	Data Transfer	197KB	SDG6GB	0.00
08:29p	Data Transfer	3,994KB	SDG6GB	0.00
Saturday, 01/25				
12:53p	Data Transfer	24,687KB	SDG6GB	0.00
02:29p	Data Transfer	1,024KB	SDG6GB	0.00
04:34p	Data Transfer	263KB	SDG6GB	0.00
10:28p	Data Transfer	2,353KB	SDG6GB	0.00
Sunday, 01/26				
11:51a	Data Transfer	706KB	SDG6GB	0.00
12:01p	Data Transfer	357KB	SDG6GB	0.00
12:38p	Data Transfer	2,690KB	SDG6GB	0.00
02:07p	Data Transfer	5,195KB	SDG6GB	0.00
04:14p	Data Transfer	440KB	SDG6GB	0.00
04:17p	Data Transfer	339KB	SDG6GB	0.00
04:29p	Data Transfer	1,454KB	SDG6GB	0.00
05:14p	Data Transfer	903KB	SDG6GB	0.00
05:47p	Data Transfer	235KB	SDG6GB	0.00
08:26p	Data Transfer	167KB	SDG6GB	0.00
Monday, 01/27				
02:29a	Data Transfer	3,634KB	SDG6GB	0.00
03:10p	Data Transfer	4,305KB	SDG6GB	0.00
04:28p	Data Transfer	329KB	SDG6GB	0.00
Tuesday, 01/28				
01:29a	Data Transfer	136KB	SDG6GB	0.00
05:47a	Data Transfer	3,914KB	SDG6GB	0.00
10:47p	Data Transfer	1,035KB	SDG6GB	0.00
Thursday, 01/30				
02:47a	Data Transfer	622KB	SDG6GB	0.00
04:04p	Data Transfer	969KB	SDG6GB	0.00
05:06p	Data Transfer	1,208KB	SDG6GB	0.00
06:34p	Data Transfer	1,054KB	SDG6GB	0.00
07:34p	Data Transfer	9,263KB	SDG6GB	0.00
Friday, 01/31				
11:47a	Data Transfer	287KB	SDG6GB	0.00
12:17p	Data Transfer	7KB	SDG6GB	0.00
12:34p	Data Transfer	2,267KB	SDG6GB	0.00
02:13p	Data Transfer	7,381KB	SDG6GB	0.00
03:04p	Data Transfer	61KB	SDG6GB	0.00
03:05p	Data Transfer	606KB	SDG6GB	0.00
03:56p	Data Transfer	1,192KB	SDG6GB	0.00
06:42p	Data Transfer	631KB	SDG6GB	0.00
08:55p	Data Transfer	149KB	SDG6GB	0.00
07:12p	Data Transfer	605KB	SDG6GB	0.00
Saturday, 02/01				
09:48a	Data Transfer	201KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Saturday, 02/01				
10:58a	Data Transfer	740KB	SDG6GB	0.00
09:49p	Data Transfer	128KB	SDG6GB	0.00
Sunday, 02/02				
07:57a	Data Transfer	15,019KB	SDG6GB	0.00
09:57a	Data Transfer	685KB	SDG6GB	0.00
12:16p	Data Transfer	490KB	SDG6GB	0.00
Monday, 02/03				
09:04a	Data Transfer	64KB	SDG6GB	0.00
11:20a	Data Transfer	1,141KB	SDG6GB	0.00
04:04p	Data Transfer	363KB	SDG6GB	0.00
Tuesday, 02/04				
08:41a	Data Transfer	410KB	SDG6GB	0.00
03:27p	Data Transfer	606KB	SDG6GB	0.00
03:37p	Data Transfer	30KB	SDG6GB	0.00
03:45p	Data Transfer	13,304KB	SDG6GB	0.00
06:09p	Data Transfer	636KB	SDG6GB	0.00
09:45p	Data Transfer	129KB	SDG6GB	0.00
Wednesday, 02/05				
04:13a	Data Transfer	339KB	SDG6GB	0.00
01:30p	Data Transfer	24KB	SDG6GB	0.00
01:50p	Data Transfer	353KB	SDG6GB	0.00
04:31p	Data Transfer	3,606KB	SDG6GB	0.00
04:45p	Data Transfer	14,675KB	SDG6GB	0.00
Thursday, 02/06				
07:35a	Data Transfer	355KB	SDG6GB	0.00
03:59p	Data Transfer	1,860KB	SDG6GB	0.00
04:36p	Data Transfer	14,087KB	SDG6GB	0.00
Friday, 02/07				
08:26a	Data Transfer	6,017KB	SDG6GB	0.00
03:38p	Data Transfer	3,377KB	SDG6GB	0.00
04:38p	Data Transfer	688KB	SDG6GB	0.00
Saturday, 02/08				
12:30p	Data Transfer	923KB	SDG6GB	0.00
08:36p	Data Transfer	9,670KB	SDG6GB	0.00
10:01p	Data Transfer	57KB	SDG6GB	0.00
10:05p	Data Transfer	83KB	SDG6GB	0.00
11:36p	Data Transfer	752KB	SDG6GB	0.00
Sunday, 02/09				
02:38p	Data Transfer	1,283KB	SDG6GB	0.00
03:38p	Data Transfer	869KB	SDG6GB	0.00
04:38p	Data Transfer	3,849KB	SDG6GB	0.00
04:50p	Data Transfer	8,232KB	SDG6GB	0.00
07:38p	Data Transfer	2,254KB	SDG6GB	0.00
09:38p	Data Transfer	2,086KB	SDG6GB	0.00
10:38p	Data Transfer	979KB	SDG6GB	0.00
Monday, 02/10				
05:38p	Data Transfer	481KB	SDG6GB	0.00
Tuesday, 02/11				
01:38a	Data Transfer	2KB	SDG6GB	0.00
07:09a	Data Transfer	3,886KB	SDG6GB	0.00
01:03p	Data Transfer	690KB	SDG6GB	0.00
04:03p	Data Transfer	634KB	SDG6GB	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Tuesday, 02/11				
04:11p	Data Transfer	5,863KB	SDG6GB	0.00
09:03p	Data Transfer	31KB	SDG6GB	0.00
11:03p	Data Transfer	68KB	SDG6GB	0.00
Wednesday, 02/12				
08:28a	Data Transfer	624KB	SDG6GB	0.00
07:28p	Data Transfer	774KB	SDG6GB	0.00
Thursday, 02/13				
07:20p	Data Transfer	1,013KB	SDG6GB	0.00
Friday, 02/14				
03:28p	Data Transfer	548KB	SDG6GB	0.00
05:28p	Data Transfer	11,800KB	SDG6GB	0.00
07:18p	Data Transfer	165KB	SDG6GB	0.00
Sunday, 02/16				
08:51a	Data Transfer	61KB	SDG6GB	0.00
09:48a	Data Transfer	459KB	SDG6GB	0.00
Subtotal for Data Plans:		259,421KB		0.00
Subtotal for KB's:		259,421KB		0.00

Picture/Video Messages
Wednesday, 01/29

[redacted]				
02:18p Sent	530-802-7695	Plot Video MSG	UNLMSG	0.00
[redacted]				
02:18p Sent	803-481-8039	Plot Video MSG	UNLMSG	0.00
Sunday, 02/09				
11:31a Rcvd	803-448-9740	Plot Video MSG	UNLMSG	0.00
Tuesday, 02/11				
05:33p Sent	530-802-7695	Plot Video MSG	UNLMSG	0.00
05:33p Sent	803-481-8638	Plot Video MSG	UNLMSG	0.00
[redacted]				
Subtotal for Picture/Video Messages: 8				0.00
Total Data Detail				0.00

Rate Code:
SDG6GB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

Plaintiff - 999

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KERRY PAUL [redacted]

Page: 1 of 4
Bill Cycle Date: 02/18/14 - 03/17/14
Account: [redacted]
Foundation Account:

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Wireless Statement

Bill Balance / Payment Activity

Previous Balance	$159.24
Payment - 03/10 - Thank You!	$159.24CR
Adjustments	$0.00
Balance	$0.00
New Charges	$204.24
Amount to be Debited	**$204.24**

Your Credit Card will be Debited on or after Apr 10, 2014

AT&T Next℠
Get a new smartphone every 12 months!
Add a line today.
Call 800.909.0135 Click att.com/aaltoday Visit an AT&T store
Qual. credit & Wireless svc plan & 20-mo. O% APR installment agmt req'd. Ltd qty at sale. Qual. smartphones only. If you cancel Wireless service remaining device balance is due. New device after 1 yr new line, 12 mo. installment plan & trade-in of qual. current device & qual. Wireless svc plan. AT&T Next apply. Visit a store or att.com/next to learn more.

Service Summary

Service	Page	Total
Wireless		$204.24
[redacted]	1	
[redacted] $102.87	2	
Total New Charges		**$204.24**

Wireless

Group 1 - Data Summary - Feb 18 thru Mar 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	548
	8,498
Total	9,045

[redacted]-800-[redacted]

Mobile Share for iPhone - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For important information about your bill, please see the News You Can Use section (Page 3).

Wireless Services provided by AT&T Mobility, LLC

Your Credit Card will be Debited on or after: Apr 10, 2014 $204.24

at&t

KERRY PAUL
Account Number [redacted]

AT&T MOBILITY -7100
PO Box 537104
Atlanta, GA 30353-7104

926005341247275670000000002042400000020424003

Plaintiff - 1000

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[redacted]

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Mar 18 thru Apr 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	
Daytime Minutes	Unlimited
Minutes Used	431
Night & Weekend Minutes	Unlimited
Minutes Used	105

Data Usage Summary

Mobile Share Messaging	
Used	588
Mobile Share 6GB with Unlimited Talk & Text	
Individual MB Used	548

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees	
3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.82
5. Municipal Business License Surcharge	0.36
6. Regulatory Cost Recovery Charge	0.28
Total Surcharges and Other Fees	3.07
Government Fees and Taxes	
7. 911 Service Fee	0.63
8. County Sales Tax - Telecom	0.36
9. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.37**
[redacted]	**41.37**

[redacted] - 803-[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Mar 18 thru Apr 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	
Daytime Minutes	Unlimited
Minutes Used	1,277
Night & Weekend Minutes	Unlimited
Minutes Used	186

Data Usage Summary

Mobile Share Messaging	
Used	259
Mobile Share 6GB with Unlimited Talk & Text	
Included in Plan MB	6,144
Individual MB Used	8,498
Others in Group MB Used	548
5. MB Billed at $15.00/1024MB*	2,901 45.00

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

** Your MB Billed is determined by: first adding together the KBs for all group members, next rounding up to the nearest MB and then subtracting from the Shared Data Plan allowance.*

Surcharges and Other Fees	
6. Administrative Fee	0.61
7. Federal Universal Service Charge	1.82
8. Municipal Business License Surcharge	0.36

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#BWNLBZT
#0363412472766798#

Plaintiff - 1001

[redacted]

Other Charges and Credits - Continued

9. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.07
Government Fees and Taxes	
10. 911 Service Fee	0.63
11. County Sales Tax - Telecom	0.38
12. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**51.37**
Total for 803 727-6566	**162.87**
Total for Wireless accounts	**204.24**

News You Can Use

GET A HOT NEW SMARTPHONE FOR YOUR FAMILY
AT&T NEXT: Get a new smartphone every 12 months with AT&T Next(SM). Call 800-449-1672 or visit www.att.com/addaline.

LISTEN TO MUSIC IN A WHOLE NEW WAY
Introducing the Beats Music(TM) Family Plan - Exclusively at AT&T, families can get streaming and unlimited music downloads for $14.99 per month.* It's available to share with up to 5 family members and 10 devices. Start the service today and get the first 90 days FREE! Or, tune in with an individual Plan for $9.99 per month and get your first 30 days FREE! Learn more at www.att.com/beatsmusic. *Data rates apply

GET READY FOR TAX SEASON
April 15th will be here soon. It's a good time to get organized, learn more about personal finance, and review the latest tax filing tips to avoid last-minute stress. Go to www.att.net/finance

MOVING SOON?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed Internet and Digital TV services. 800-MOVE-ATT (800-668-3288) or visit www.att.com/move.

Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

Plaintiff - 1002

KERRY PAUL
[redacted]

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Important Information

WRITTEN CORRESPONDENCE
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, PO Box 755, Atwater, CA 95301-0755.

Plaintiff - 1003

SDSGB = Mobile Share 6GB with Unlimited Talk & Text
UMLXSO = Mobile Share Messaging

[redacted]

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 02/18							
[redacted]							
01:10p	INCONI CL	803-899-5145	SDDV		3	0.00	0.00
03:44p	COLUMB SC	803-898-5145	SDDV		1	0.00	0.00
04:46p	COLUMB SC	803-707-0874	SDDV		1	0.00	0.00
[redacted]							
06:40p	INCONI CL	803-707-0874	SDDV		2	0.00	0.00
[redacted]							
Wednesday, 02/19							
[redacted]							
04:41p	LEXING SC	803-358-0147	SDDV		1	0.00	0.00
06:53p	INCONI CL	803-340-2437	SDDV		1	0.00	0.00
07:38p	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
07:39p	DAVIS CA	530-902-7686	SDDV		2	0.00	0.00
Thursday, 02/20							
02:17p	INCONI CL	803-899-5145	SDDV		2	0.00	0.00
04:00p	LEXING SC	803-359-0318	SDDV		2	0.00	0.00
04:02p	COLUMB SC	803-898-5145	SDDV		4	0.00	0.00
04:07p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
04:08p	DAYTON FL	386-451-8643	SDDV		1	0.00	0.00
06:16p	INCONI CL	803-340-2437	SDDV		1	0.00	0.00
08:05p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
08:16p	INCONI CL	803-767-0874	SDDV		1	0.00	0.00

Plaintiff - 1004

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 02/21							
10:49a	LEXING SC	803-821-0700	SDDV		4	0.00	0.00
11:13a	FLOREN SC	843-407-8840	SDDV		1	0.00	0.00
[redacted]							
11:62a	COLUMB SC	803-399-2615	SDDV		4	0.00	0.00
01:47p	COLUMB SC	803-896-5145	SDDV		7	0.00	0.00
01:84p	LEXING SC	803-821-0705	SDDV		1	0.00	0.00
[redacted]							
04:31p	INCONI CL	803-821-0705	SDDV		2	0.00	0.00
04:36p	INCONI CL	803-873-7286	SDDV		1	0.00	0.00
05:06p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Saturday, 02/22							
04:86p	COLUMB SC	803-767-0074	SDDV		4	0.00	0.00
Monday, 02/24							
[redacted]							
11:67a	INCONI CL	803-896-5145	SDDV		4	0.00	0.00
02:30p	COLUMB SC	803-896-5149	SDDV		5	0.00	0.00
[redacted]							
04:58p	COLUMB SC	803-446-0740	SDDV		2	0.00	0.00
[redacted]							
05:08p	COLUMB SC	803-399-2615	SDDV		1	0.00	0.00
05:46p	INCONI CL	803-399-2615	SDDV		1	0.00	0.00
09:02p	INCONI CL	803-399-2615	SDDV		1	0.00	0.00
09:08p	COLUMB SC	803-446-0740	SDDV		1	0.00	0.00
Tuesday, 02/25							
[redacted]							
03:30p	INCONI CL	803-399-2615	SDDV		4	0.00	0.00
Wednesday, 02/26							
[redacted]							
08:45a	COLUMB SC	803-212-0222	SDDV		1	0.00	0.00
08:46a	COLUMB SC	803-466-5116	SDDV		2	0.00	0.00
12:27p	COLUMB SC	803-777-3516	SDDV		1	0.00	0.00
[redacted]							
Thursday, 02/27							
[redacted]							
09:04a	COLUMB SC	803-896-7742	SDDV		15	0.00	0.00
[redacted]							

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 02/27							
10:46a	INCONI CL	803-896-5145	SDDV		5	0.00	0.00
[redacted]							
04:30p	FLOREN SC	843-407-8840	SDDV		6	0.00	0.00
Friday, 02/28							
[redacted]							
03:56p	LEXING SC	803-821-0700	SDDV		2	0.00	0.00
10:57p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Saturday, 03/01							
05:03p	COLUMB SC	803-461-5639	SDDV		3	0.00	0.00
05:22p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
05:22p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:23p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Sunday, 03/02							
[redacted]							
07:02p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Monday, 03/03							
[redacted]							
08:28a	DAYTON FL	808-879-5814	SDDV		4	0.00	0.00
[redacted]							
11:09a	COLUMB SC	803-767-0074	SDDV		3	0.00	0.00
[redacted]							
12:18p	INCONI CL	803-851-8416	SDDV		1	0.00	0.00
03:34p	INCONI CL	336-461-8043	SDDV		6	0.00	0.00
[redacted]							
05:58p	INCONI CL	803-461-5639	SDDV		1	0.00	0.00
06:45p	COLUMB SC	803-399-2615	SDDV		10	0.00	0.00
08:35p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:19p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
08:43p	COLUMB SC	803-461-5639	SDDV		9	0.00	0.00
Tuesday, 03/04							
00:07a	INCONI CL	803-821-0730	SDDV		2	0.00	0.00
00:41a	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
08:47a	INCONI CL	803-896-5145	SDDV		1	0.00	0.00
11:28a	COLUMB SC	803-399-5145	SDDV		1	0.00	0.00
11:27a	COLUMB SC	803-767-0074	SDDV		2	0.00	0.00

Plaintiff - 1005

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 03/04							
[redacted]							
11:50a	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
11:54a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
12:01p	FLOREN SC	843-407-8848	SDDV		1	0.00	0.00
01:23p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
01:26p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
04:61p	COLUMB SC	803-896-5145	SDDV		4	0.00	0.00
05:05p	INCOMI CL	803-767-0674	SDDV		3	0.00	0.00
[redacted]							
06:19p	INCOMI CL	803-461-8639	SDDV		17	0.00	0.00
Wednesday, 03/05							
10:40a	INCOMI CL	803-896-5145	SDDV		2	0.00	0.00
[redacted]							
02:46p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
03:18p	DAYTON FL	386-451-8843	SDDV		3	0.00	0.00
[redacted]							
00:02p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
06:38p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
06:55p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
06:57p	INCOMI CL	803-767-0674	SDDV		9	0.00	0.00
07:32p	LEXING SC	803-359-1030	SDDV		1	0.00	0.00
08:50p	DAVIS PA	530-902-7665	SDDV		20	0.00	0.00
Thursday, 03/06							
[redacted]							
09:19a	COLUMB SC	803-896-5145	SDDV		6	0.00	0.00
[redacted]							
09:29a	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
09:30a	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
[redacted]							
09:45a	DAYTON FL	386-451-8843	SDDV		4	0.00	0.00
09:48a	INCOMI CL	803-428-3391	SDDV		2	0.00	0.00
09:52a	INCOMI CL	803-553-4422	SDDV		2	0.00	0.00
10:17a	INCOMI CL	803-461-8639	SDDV		20	0.00	0.00
[redacted]							
12:00p	INCOMI CL	386-451-8843	SDDV		3	0.00	0.00
[redacted]							
02:40p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
03:10p	DAYTON FL	386-451-8843	SDDV		3	0.00	0.00
[redacted]							
04:03p	DAYTON FL	386-451-8843	SDDV		1	0.00	0.00
04:42p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 03/07							
10:30a	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
12:22p	INCOMI CL	803-767-0674	SDDV		11	0.00	0.00
03:37p	DAYTON FL	386-676-5914	SDDV		2	0.00	0.00
Saturday, 03/08							
12:21p	INCOMI CL	865-304-0686	SDDV		3	0.00	0.00
Sunday, 03/09							
03:02p	INCOMI CL	803-767-0674	SDDV		0	0.00	0.00
[redacted]							
03:44p	COLUMB SC	803-863-4422	SDDV		1	0.00	0.00
[redacted]							
04:09p	INCOMI CL	803-807-2367	SDDV		18	0.00	0.00
04:10p	DAYTON FL	386-676-5914	SDDV		1	0.00	0.00
04:20p	INCOMI CL	386-451-8843	SDDV		1	0.00	0.00
05:15p	COLUMB SC	803-394-8881	SDDV		1	0.00	0.00
09:15p	COLUMB SC	803-767-0674	SDDV		14	0.00	0.00
Monday, 03/10							
10:15a	INCOMI CL	803-454-8853	SDDV		1	0.00	0.00
10:19a	Toll F CL	800-660-2568	SDDV		5	0.00	0.00
[redacted]							
01:00p	INCOMI CL	803-767-0674	SDDV		4	0.00	0.00
[redacted]							
10:04p	INCOMI CL	803-821-0700	SDDV		1	0.00	0.00
[redacted]							
08:05p	INCOMI CL	803-461-8639	SDDV		1	0.00	0.00
09:20p	COLUMB SC	803-767-0674	SDDV		6	0.00	0.00
Tuesday, 03/11							
[redacted]							
11:26a	FORT M FL	239-240-2230	SDDV		1	0.00	0.00
04:53p	INCOMI CL	803-461-8639	SDDV		4	0.00	0.00
04:57p	INCOMI CL	803-461-8639	SDDV		5	0.00	0.00
06:39p	INCOMI CL	803-296-5957	SDDV		1	0.00	0.00
08:18p	COLUMB SC	803-767-0674	SDDV		9	0.00	0.00
08:22p	W PALM FL	561-643-0276	SDDV		1	0.00	0.00
[redacted]							
08:56p	INCOMI CL	561-643-0276	SDDV		30	0.00	0.00
07:47p	DAYTON FL	386-679-5914	SDDV		2	0.00	0.00
[redacted]							
Wednesday, 03/12							
09:06a	COLUMB SC	803-767-0674	SDDV		13	0.00	0.00
09:28a	COLUMB SC	803-466-5118	SDDV		1	0.00	0.00
01:10p	COLUMB SC	803-896-5145	SDDV		4	0.00	0.00
[redacted]							
03:13p	COLUMB SC	803-896-5140	SDDV		3	0.00	0.00
03:16p	DAYTON FL	386-679-5914	SDDV		1	0.00	0.00

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 03/12							
09:38p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:37p	COLUMB SC	803-461-5639	SDDV		9	0.00	0.00
07:34p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:05p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Thursday, 03/13							
08:07a	INCOMI CL	803-766-0431	SDDV		1	0.00	0.00
08:41a	LEXING SC	803-951-8418	SDDV		1	0.00	0.00
08:48a	COLUMB SC	803-799-9160	SDDV		4	0.00	0.00
00:40a	NEWPT VA	757-320-8019	SDDV		2	0.00	0.00
08:51a	LEXING SC	803-951-8418	SDDV		1	0.00	0.00
02:11p	COLUMB SC	803-896-5145	SDDV		8	0.00	0.00
03:55p	INCOMI CL	803-309-2815	SDDV		10	0.00	0.00
05:31p	COLUMB SC	803-707-0074	SDDV		1	0.00	0.00
05:44p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
06:07p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
00:34p	COLUMB SC	803-461-5639	SDDV		1	0.00	0.00
06:38p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
08:38p	INCOMI CL	803-461-5639	SDDV		2	0.00	0.00
Friday, 03/14							
10:57a	INCOMI CL	803-206-6087	SDDV		1	0.00	0.00
[redacted]							
05:52p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
07:23p	DAYTON FL	386-679-6814	SDDV		4	0.00	0.00
08:49p	INCOMI CL	803-348-2437	SDDV		2	0.00	0.00
Saturday, 03/15							
01:37p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
06:02p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
Sunday, 03/16							
07:14p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
Monday, 03/17							
04:23p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
07:43p	COLUMB SC	803-760-9103	SDDV		2	0.00	0.00
[redacted]							
Subtotal					1,463	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 02/18					
01:47p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
01:52p	Sent	530-902-7685	Text Message	UNLMSG	0.00
01:53p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
01:54p	Sent	530-902-7685	Text Message	UNLMSG	0.00
01:54p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
02:08p	Sent	803-351-9700	Text Message	UNLMSG	0.00
03:00p	Rcvd	803-351-9700	Text Message	UNLMSG	0.00
05:28p	Sent	803-351-9700	Text Message	UNLMSG	0.00
07:34p	Rcvd	803-351-9700	Text Message	UNLMSG	0.00
Wednesday, 02/19					
03:57p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
03:54p	Sent	803-446-9740	Text Message	UNLMSG	0.00
03:54p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
03:55p	Sent	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Sent	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Sent	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
03:56p	Sent	803-446-9740	Text Message	UNLMSG	0.00
05:32p	Sent	803-446-9740	Text Message	UNLMSG	0.00
05:44p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:44p	Sent	803-461-5639	Text Message	UNLMSG	0.00
[redacted]					
05:44p	Sent	803-309-2815	Text Message	UNLMSG	0.00
[redacted]					
05:44p	Sent	803-446-9740	Text Message	UNLMSG	0.00
05:47p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
05:47p	Rcvd	803-309-2815	Text Message	UNLMSG	0.00
[redacted]					
05:48p	Sent	803-309-2815	Text Message	UNLMSG	0.00
05:48p	Sent	803-461-5639	Text Message	UNLMSG	0.00
05:48p	Sent	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:50p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
05:59p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
[redacted]					
08:01p	Sent	803-446-9740	Text Message	UNLMSG	0.00
[redacted]					
08:04p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
[redacted]					
08:45p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
09:20p	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:21p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:22p	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:22p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Thursday, 02/20					
05:32p	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
05:37p	Sent	803-603-8767	Text Message	UNLMSG	0.00
08:38p	Sent	803-603-8767	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 02/20					
09:50p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:11p	Sent	803-461-5639	Text Message	UNLMSG	0.00
Friday, 02/21					
10:32a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:34a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:36a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:42a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:45a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:46a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:47a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:25a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:26a	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:27a	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:33a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:34a	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:34a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:58a	Rcvd	803-603-8757	Text Message	UNLMSG	0.00
11:58a	Rcvd	803-603-8757	Text Message	UNLMSG	0.00
[redacted]					
Saturday, 02/22					
09:31a	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
09:47a	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
10:38a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:41a	Sent	803-461-5639	Text Message	UNLMSG	0.00
10:43a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
01:24p	Sent	803-461-5639	Text Message	UNLMSG	0.00
01:25p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:37p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
04:47p	Sent	803-446-9740	Text Message	UNLMSG	0.00
04:58p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
05:53p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:04p	Sent	803-461-5639	Text Message	UNLMSG	0.00
[redacted]					
Sunday, 02/23					
01:47p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
[redacted]					
03:49p	Sent	803-461-5639	Text Message	UNLMSG	0.00
05:50p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
05:52p	Sent	803-461-5639	Text Message	UNLMSG	0.00
05:53p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 02/24					
07:01a	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
07:06a	Sent	803-806-1107	Text Message	UNLMSG	0.00
07:06a	Sent	803-446-9740	Text Message	UNLMSG	0.00
10:17a	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
04:53p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
06:42p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
06:42p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
08:58p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
10:33p	Sent	803-446-9740	Text Message	UNLMSG	0.00
Tuesday, 02/25					
11:18a	Rcvd	803-307-7022	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
Wednesday, 02/26					
09:08a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:10a	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:12a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:12a	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:17a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:26a	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:27a	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:31a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:51p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
04:42p	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
04:59p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
Thursday, 02/27					
08:29a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:30a	Sent	530-902-7685	Text Message	UNLMSG	0.00
08:32a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:32a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:00a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:04a	Rcvd	121-010-0003	Text Message	UNLMSG	0.00
09:04a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:05a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:02a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:02a	Sent	121-010-0003	Text Message	UNLMSG	0.00
11:47a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
12:06p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Friday, 02/28					
04:39p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
04:42p	Sent	803-461-5639	Text Message	UNLMSG	0.00
05:50p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
Saturday, 03/01					
12:39p	Rcvd	803-603-8757	Text Message	UNLMSG	0.00
12:39p	Rcvd	803-603-8757	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Saturday, 03/01				
04:26p Sent	603-603-8767	Text Message	UNLMSG	0.00
04:26p Sent	603-461-5639	Text Message	UNLMSG	0.00
04:28p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:47p Rcvd	603-603-8767	Text Message	UNLMSG	0.00
05:57p Sent	603-603-8767	Text Message	UNLMSG	0.00
10:31p Sent	603-461-5639	Text Message	UNLMSG	0.00
10:32p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Monday, 03/03				
[redacted]				
12:51p Rcvd	603-603-8767	Text Message	UNLMSG	0.00
01:06p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:08p Sent	630-902-7685	Text Message	UNLMSG	0.00
01:09p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:16p Sent	630-902-7685	Text Message	UNLMSG	0.00
01:17p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:18p Sent	630-902-7685	Text Message	UNLMSG	0.00
01:18p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
01:19p Sent	630-902-7685	Text Message	UNLMSG	0.00
Tuesday, 03/04				
[redacted]				
Thursday, 03/06				
10:16a Sent	603-461-5639	Text Message	UNLMSG	0.00
02:38p Rcvd	603-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
04:59p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
[redacted]				
05:00p Sent	630-902-7685	Text Message	UNLMSG	0.00
05:00p Sent	603-461-5639	Text Message	UNLMSG	0.00
05:04p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]				
07:24p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:27p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:42p Sent	603-431-5839	Text Message	UNLMSG	0.00
07:44p Rcvd	603-461-5639	Text Message	UNLMSG	0.00
09:06p Rcvd	603-446-9740	Text Message	UNLMSG	0.00
09:08p Rcvd	603-446-9740	Text Message	UNLMSG	0.00
09:16p Sent	603-446-9740	Text Message	UNLMSG	0.00
09:17p Rcvd	603-446-9740	Text Message	UNLMSG	0.00
Friday, 03/07				
12:01a Sent	603-461-5639	Text Message	UNLMSG	0.00
12:53a Rcvd	603-461-5639	Text Message	UNLMSG	0.00
10:35a Sent	603-461-5639	Text Message	UNLMSG	0.00

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Friday, 03/07				
10:59a Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:43p Rcvd	630-902-7000	Text Message	UNLMSG	0.00
[redacted]				
Saturday, 03/08				
12:26p Sent	605-304-9108	Text Message	UNLMSG	0.00
07:11p Sent	407-489-2618	Text Message	UNLMSG	0.00
07:13p Rcvd	407-489-2618	Text Message	UNLMSG	0.00
08:46p Sent	561-543-8276	Text Message	UNLMSG	0.00
Sunday, 03/09				
09:00a Rcvd	561-543-8276	Text Message	UNLMSG	0.00
03:54p Rcvd	508-653-4422	Text Message	UNLMSG	0.00
[redacted]				
Tuesday, 03/11				
09:04a Rcvd	121-010-0004	Text Message	UNLMSG	0.00
02:43p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
02:44p Sent	630-902-7685	Text Message	UNLMSG	0.00
02:44p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
02:44p Sent	630-902-7685	Text Message	UNLMSG	0.00
02:48p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]				
06:55p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
07:31p Sent	561-543-8276	Text Message	UNLMSG	0.00
07:34p Rcvd	561-543-8276	Text Message	UNLMSG	0.00
09:32p Sent	561-543-8276	Text Message	UNLMSG	0.00
09:39p Rcvd	561-543-8276	Text Message	UNLMSG	0.00
10:06p Sent	561-543-8276	Text Message	UNLMSG	0.00
10:05p Sent	630-902-7685	Text Message	UNLMSG	0.00
Wednesday, 03/12				
10:13a Rcvd	603-461-5639	Text Message	UNLMSG	0.00
10:13a Sent	603-461-5639	Text Message	UNLMSG	0.00
10:16a Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Thursday, 03/13				
00:12a Sent	603-673-7286	MTN TEXT MESSAG	UNLMSG	0.00
10:10a Rcvd	630-902-7635	Text Message	UNLMSG	0.00
10:11a Sent	630-902-7635	Text Message	UNLMSG	0.00
10:12a Rcvd	630-902-7636	Text Message	UNLMSG	0.00
10:12a Sent	630-902-7000	Text Message	UNLMSG	0.00
[redacted]				
08:03p Rcvd	603-673-7286	MTN TEXT MESSAG	UNLMSG	0.00
10:27p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:28p Sent	630-902-7685	Text Message	UNLMSG	0.00
10:30p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
10:38p Sent	630-902-7685	Text Message	UNLMSG	0.00
10:43p Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Monday, 03/17				
[redacted]				
03:17p Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]				
03:17p Sent	707-307-3078	Text Message	UNLMSG	0.00
03:32p Rcvd	707-307-3078	Text Message	UNLMSG	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Monday, 03/17				
[redacted]				
03:14p Sent	503-481-3030	Text Message	UNLMSG	0.00
Subtotal for Text Messages: 241				0.00
Data Plans				
Saturday, 02/16				
07:30a	Data Transfer	73KB	SDG06B	0.00
08:20a	Data Transfer	220KB	SDG06B	0.00
12:11p	Data Transfer	71KB	SDG06B	0.00
01:11p	Data Transfer	1,498KB	SDG06B	0.00
06:01p	Data Transfer	22KB	SDG06B	0.00
06:11p	Data Transfer	4,038KB	SDG06B	0.00
06:43p	Data Transfer	1,096KB	SDG06B	0.00
06:48p	Data Transfer	3,485KB	SDG06B	0.00
Sunday, 02/16				
02:52p	Data Transfer	4,617KB	SDG06B	0.00
03:38p	Data Transfer	34,031KB	SDG06B	0.00
06:38p	Data Transfer	222KB	SDG06B	0.00
07:52p	Data Transfer	13,791KB	SDG06B	0.00
Monday, 02/17				
10:33a	Data Transfer	1,057KB	SDG06B	0.00
01:58p	Data Transfer	16,953KB	SDG06B	0.00
05:33p	Data Transfer	17,279KB	SDG06B	0.00
06:20p	Data Transfer	2,291KB	SDG06B	0.00
08:20p	Data Transfer	988KB	SDG06B	0.00
09:36p	Data Transfer	243KB	SDG06B	0.00
Tuesday, 02/18				
07:19a	Data Transfer	517KB	SDG06B	0.00
03:36p	Data Transfer	3,250KB	SDG06B	0.00
04:12p	Data Transfer	194KB	SDG06B	0.00
04:52p	Data Transfer	598KB	SDG06B	0.00
06:03p	Data Transfer	323KB	SDG06B	0.00
Wednesday, 02/19				
07:11a	Data Transfer	1,027KB	SDG06B	0.00
01:11p	Data Transfer	272KB	SDG06B	0.00
03:01p	Data Transfer	16,328KB	SDG06B	0.00
03:42p	Data Transfer	671KB	SDG06B	0.00
03:55p	Data Transfer	38KB	SDG06B	0.00
04:11p	Data Transfer	1,059KB	SDG06B	0.00
04:42p	Data Transfer	1,224KB	SDG06B	0.00
05:37p	Data Transfer	4,422KB	SDG06B	0.00
07:49p	Data Transfer	321KB	SDG06B	0.00
Thursday, 02/20				
08:50a	Data Transfer	7KB	SDG06B	0.00
07:00a	Data Transfer	259KB	SDG06B	0.00
02:10p	Data Transfer	3,120KB	SDG06B	0.00
04:00p	Data Transfer	1,720KB	SDG06B	0.00
04:50p	Data Transfer	7,265KB	SDG06B	0.00
09:11p	Data Transfer	722KB	SDG06B	0.00
09:59p	Data Transfer	285KB	SDG06B	0.00
Friday, 02/21				
09:50a	Data Transfer	445KB	SDG06B	0.00
12:50p	Data Transfer	2,516KB	SDG06B	0.00
01:50p	Data Transfer	68KB	SDG06B	0.00
02:02p	Data Transfer	44KB	SDG06B	0.00
02:50p	Data Transfer	181KB	SDG06B	0.00
Saturday, 02/22				
08:08a	Data Transfer	1,244KB	SDG06B	0.00
05:00p	Data Transfer	8,628KB	SDG06B	0.00
07:05p	Data Transfer	13KB	SDG06B	0.00
07:18p	Data Transfer	69KB	SDG06B	0.00
Sunday, 02/23				
07:31a	Data Transfer	85KB	SDG06B	0.00
09:31a	Data Transfer	114KB	SDG06B	0.00
03:31p	Data Transfer	21KB	SDG06B	0.00
06:04p	Data Transfer	304KB	SDG06B	0.00
Monday, 02/24				
08:34a	Data Transfer	24KB	SDG06B	0.00
09:20a	Data Transfer	39KB	SDG06B	0.00
12:26p	Data Transfer	28KB	SDG06B	0.00
12:57p	Data Transfer	940KB	SDG06B	0.00
02:57p	Data Transfer	5,338KB	SDG06B	0.00
03:43p	Data Transfer	162KB	SDG06B	0.00
04:10p	Data Transfer	21,901KB	SDG06B	0.00
05:49p	Data Transfer	6,097KB	SDG06B	0.00
06:10p	Data Transfer	124KB	SDG06B	0.00
07:10p	Data Transfer	4,424KB	SDG06B	0.00
08:36p	Data Transfer	931KB	SDG06B	0.00
09:52p	Data Transfer	554KB	SDG06B	0.00
10:30p	Data Transfer	51KB	SDG06B	0.00
11:10p	Data Transfer	703KB	SDG06B	0.00
Tuesday, 02/25				
06:31a	Data Transfer	84KB	SDG06B	0.00
09:31a	Data Transfer	408KB	SDG06B	0.00
02:31p	Data Transfer	1,103KB	SDG06B	0.00
05:07p	Data Transfer	29KB	SDG06B	0.00
Wednesday, 02/26				
12:31a	Data Transfer	46KB	SDG06B	0.00
02:31a	Data Transfer	214KB	SDG06B	0.00
05:31a	Data Transfer	23KB	SDG06B	0.00
09:14a	Data Transfer	7KB	SDG06B	0.00
11:31a	Data Transfer	2,715KB	SDG06B	0.00
03:51p	Data Transfer	1,150KB	SDG06B	0.00
08:33p	Data Transfer	182KB	SDG06B	0.00
11:38p	Data Transfer	295KB	SDG06B	0.00
Thursday, 02/27				
07:54a	Data Transfer	7KB	SDG06B	0.00
09:22a	Data Transfer	8KB	SDG06B	0.00
06:30a	Data Transfer	107KB	SDG06B	0.00
10:23a	Data Transfer	22KB	SDG06B	0.00

Plaintiff - 1010

[redacted]

Data Detail - Continued

Time	To/Frm	Type/Unit		Rate Code	
Data Plans					
Thursday, 02/27					
10:51a	Data Transfer	60KB	SDG90B	0.00	
11:43a	Data Transfer	117KB	SDG90B	0.00	
01:21p	Data Transfer	15KB	SDG90B	0.00	
02:43p	Data Transfer	95KB	SDG90B	0.00	
03:43p	Data Transfer	603KB	SDG90B	0.00	
04:28p	Data Transfer	0KB	SDG90B	0.00	
04:44p	Data Transfer	18KB	SDG90B	0.00	
08:05p	Data Transfer	17,034KB	SDG90B	0.00	
11:05p	Data Transfer	403KB	SDG90B	0.00	
Friday, 02/28					
02:22p	Data Transfer	3,266KB	SDG90B	0.00	
05:22p	Data Transfer	232KB	SDG90B	0.00	
10:03p	Data Transfer	1,103KB	SDG90B	0.00	
11:57p	Data Transfer	302KB	SDG90B	0.00	
Saturday, 03/01					
10:57a	Data Transfer	177KB	SDG90B	0.00	
12:39p	Data Transfer	1,274KB	SDG90B	0.00	
02:57p	Data Transfer	6,918KB	SDG90B	0.00	
10:12p	Data Transfer	1,957KB	SDG90B	0.00	
Sunday, 03/02					
12:57a	Data Transfer	207KB	SDG90B	0.00	
02:57a	Data Transfer	262KB	SDG90B	0.00	
Tuesday, 03/04					
09:57a	Data Transfer	6,467KB	SDG90B	0.00	
12:07p	Data Transfer	2,215KB	SDG90B	0.00	
04:54p	Data Transfer	352KB	SDG90B	0.00	
10:28p	Data Transfer	135KB	SDG90B	0.00	
Wednesday, 03/05					
08:09a	Data Transfer	247KB	SDG90B	0.00	
01:09p	Data Transfer	6,290KB	SDG90B	0.00	
03:39p	Data Transfer	3,297KB	SDG90B	0.00	
09:54p	Data Transfer	130KB	SDG90B	0.00	
04:09p	Data Transfer	642KB	SDG90B	0.00	
08:08p	Data Transfer	2,406KB	SDG90B	0.00	
08:59p	Data Transfer	18,674KB	SDG90B	0.00	
07:25p	Data Transfer	17,539KB	SDG90B	0.00	
Thursday, 03/06					
08:22a	Data Transfer	357KB	SDG90B	0.00	
08:38a	Data Transfer	695KB	SDG90B	0.00	
08:49a	Data Transfer	239KB	SDG90B	0.00	
09:09a	Data Transfer	50,058KB	SDG90B	0.00	
09:16a	Data Transfer	178,711KB	SDG90B	0.00	
09:23a	Data Transfer	198,338KB	SDG90B	0.00	
09:32a	Data Transfer	117,186KB	SDG90B	0.00	
09:38a	Data Transfer	156,270KB	SDG90B	0.00	
09:45a	Data Transfer	195,316KB	SDG90B	0.00	
09:54a	Data Transfer	214,849KB	SDG90B	0.00	
10:00a	Data Transfer	69,413KB	SDG90B	0.00	
10:02a	Data Transfer	2,351KB	SDG90B	0.00	
10:30a	Data Transfer	95KB	SDG90B	0.00	
11:42a	Data Transfer	2,940KB	SDG90B	0.00	
12:14p	Data Transfer	0KB	SDG90B	0.00	
12:17p	Data Transfer	4,341KB	SDG90B	0.00	
01:17p	Data Transfer	109KB	SDG90B	0.00	
01:24p	Data Transfer	29KB	SDG90B	0.00	
01:33p	Data Transfer	272KB	SDG90B	0.00	
01:41p	Data Transfer	109KB	SDG90B	0.00	
01:50p	Data Transfer	15,981KB	SDG90B	0.00	
02:17p	Data Transfer	43KB	SDG90B	0.00	
02:25p	Data Transfer	33KB	SDG90B	0.00	
02:36p	Data Transfer	632KB	SDG90B	0.00	
02:43p	Data Transfer	19KB	SDG90B	0.00	
02:46p	Data Transfer	2,169KB	SDG90B	0.00	
02:53p	Data Transfer	73KB	SDG90B	0.00	
02:56p	Data Transfer	19KB	SDG90B	0.00	
03:00p	Data Transfer	471KB	SDG90B	0.00	
03:05p	Data Transfer	42KB	SDG90B	0.00	
03:09p	Data Transfer	889KB	SDG90B	0.00	
03:19p	Data Transfer	181KB	SDG90B	0.00	
03:26p	Data Transfer	764KB	SDG90B	0.00	
07:36p	Data Transfer	8KB	SDG90B	0.00	
08:63p	Data Transfer	246KB	SDG90B	0.00	
09:17p	Data Transfer	67KB	SDG90B	0.00	
Friday, 03/07					
12:52a	Data Transfer	474KB	SDG90B	0.00	
01:50p	Data Transfer	1,216KB	SDG90B	0.00	
Saturday, 03/08					
12:00a	Data Transfer	3,807KB	SDG90B	0.00	
11:40a	Data Transfer	16,810KB	SDG90B	0.00	
02:01p	Data Transfer	22,516KB	SDG90B	0.00	
08:35p	Data Transfer	19,891KB	SDG90B	0.00	
08:09p	Data Transfer	65KB	SDG90B	0.00	
09:59p	Data Transfer	2,881KB	SDG90B	0.00	
Sunday, 03/09					
09:46a	Data Transfer	863KB	SDG90B	0.00	
09:58a	Data Transfer	1,052KB	SDG90B	0.00	
10:13a	Data Transfer	572KB	SDG90B	0.00	
10:21a	Data Transfer	917KB	SDG90B	0.00	
10:48a	Data Transfer	3,028KB	SDG90B	0.00	
02:48p	Data Transfer	2,159KB	SDG90B	0.00	
03:02p	Data Transfer	1,070KB	SDG90B	0.00	
03:13p	Data Transfer	179KB	SDG90B	0.00	
03:22p	Data Transfer	47KB	SDG90B	0.00	
03:39p	Data Transfer	212KB	SDG90B	0.00	
03:44p	Data Transfer	9,943KB	SDG90B	0.00	
08:05p	Data Transfer	256KB	SDG90B	0.00	
10:32p	Data Transfer	97KB	SDG90B	0.00	
Monday, 03/10					
02:02a	Data Transfer	15,211KB	SDG90B	0.00	
02:17p	Data Transfer	20,265KB	SDG90B	0.00	
05:57p	Data Transfer	26,297KB	SDG90B	0.00	
07:20p	Data Transfer	88KB	SDG90B	0.00	
11:49p	Data Transfer	488KB	SDG90B	0.00	

Plaintiff - 1011

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Tuesday, 03/11				
09:43a	Data Transfer	147KB	SDGBGB	0.00
09:07a	Data Transfer	16KB	SDGBGB	0.00
09:20a	Data Transfer	161KB	SDGBGB	0.00
09:49a	Data Transfer	70KB	SDGBGB	0.00
10:06a	Data Transfer	90KB	SDGBGB	0.00
10:28a	Data Transfer	64KB	SDGBGB	0.00
10:36a	Data Transfer	28KB	SDGBGB	0.00
10:43a	Data Transfer	10KB	SDGBGB	0.00
10:44a	Data Transfer	3,830KB	SDGBGB	0.00
11:16a	Data Transfer	1,387KB	SDGBGB	0.00
11:34a	Data Transfer	10,361KB	SDGBGB	0.00
11:42a	Data Transfer	21KB	SDGBGB	0.00
11:53a	Data Transfer	1,555KB	SDGBGB	0.00
11:58a	Data Transfer	1,509KB	SDGBGB	0.00
12:06p	Data Transfer	456KB	SDGBGB	0.00
12:12p	Data Transfer	3,870KB	SDGBGB	0.00
12:23p	Data Transfer	1,703KB	SDGBGB	0.00
12:35p	Data Transfer	4,114KB	SDGBGB	0.00
12:42p	Data Transfer	169KB	SDGBGB	0.00
12:44p	Data Transfer	6,448KB	SDGBGB	0.00
01:43p	Data Transfer	73KB	SDGBGB	0.00
01:53p	Data Transfer	28KB	SDGBGB	0.00
02:07p	Data Transfer	161KB	SDGBGB	0.00
02:17p	Data Transfer	41KB	SDGBGB	0.00
02:31p	Data Transfer	5,849KB	SDGBGB	0.00
02:52p	Data Transfer	1,288KB	SDGBGB	0.00
02:57p	Data Transfer	3,217KB	SDGBGB	0.00
03:07p	Data Transfer	1,234KB	SDGBGB	0.00
03:14p	Data Transfer	4,209KB	SDGBGB	0.00
03:27p	Data Transfer	2,140KB	SDGBGB	0.00
03:36p	Data Transfer	1,338KB	SDGBGB	0.00
03:42p	Data Transfer	20,601KB	SDGBGB	0.00
04:23p	Data Transfer	4,251KB	SDGBGB	0.00
04:31p	Data Transfer	21,922KB	SDGBGB	0.00
06:40p	Data Transfer	15,216KB	SDGBGB	0.00
06:08p	Data Transfer	363KB	SDGBGB	0.00
06:19p	Data Transfer	169KB	SDGBGB	0.00
06:28p	Data Transfer	2,428KB	SDGBGB	0.00
07:43p	Data Transfer	491KB	SDGBGB	0.00
07:54p	Data Transfer	905KB	SDGBGB	0.00
08:09p	Data Transfer	1,943KB	SDGBGB	0.00
08:39p	Data Transfer	3,469KB	SDGBGB	0.00
Wednesday, 03/12				
08:53a	Data Transfer	1,880,745KB	SDGBGB	0.00
10:46a	Data Transfer	1,071,136KB	SDGBGB	0.00
12:08p	Data Transfer	1,451,297KB	SDGBGB	0.00
01:34p	Data Transfer	2,415,367KB	SDGBGB	0.00
02:46p	Data Transfer	1,420KB	SDGBGB	0.00
04:01p	Data Transfer	1,178KB	SDGBGB	0.00
04:35p	Data Transfer	23,898KB	SDGBGB	0.00
06:39p	Data Transfer	70KB	SDGBGB	0.00
11:34p	Data Transfer	321KB	SDGBGB	0.00
Thursday, 03/13				
04:37a	Data Transfer	1,208KB	SDGBGB	0.00
08:41a	Data Transfer	223KB	SDGBGB	0.00
09:08a	Data Transfer	1,801KB	SDGBGB	0.00
01:04p	Data Transfer	2,183KB	SDGBGB	0.00
02:37p	Data Transfer	8,892KB	SDGBGB	0.00
06:51p	Data Transfer	1,281KB	SDGBGB	0.00
Friday, 03/14				
09:37a	Data Transfer	109KB	SDGBGB	0.00
01:48p	Data Transfer	53KB	SDGBGB	0.00
02:40p	Data Transfer	148KB	SDGBGB	0.00
03:59p	Data Transfer	326KB	SDGBGB	0.00
04:04p	Data Transfer	702KB	SDGBGB	0.00
04:17p	Data Transfer	987KB	SDGBGB	0.00
04:23p	Data Transfer	980KB	SDGBGB	0.00
04:48p	Data Transfer	648KB	SDGBGB	0.00
06:49p	Data Transfer	808KB	SDGBGB	0.00
07:51p	Data Transfer	128KB	SDGBGB	0.00
08:44p	Data Transfer	136KB	SDGBGB	0.00
Saturday, 03/15				
09:49a	Data Transfer	988KB	SDGBGB	0.00
01:21p	Data Transfer	915KB	SDGBGB	0.00
Sunday, 03/16				
09:49a	Data Transfer	498KB	SDGBGB	0.00
Subtotal for Data Plans:		8,701,048KB		0.00
Subtotal for KB's:		8,701,048KB		0.00

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Wednesday, 02/19				
05:37p	Rcvd 603-446-9740	Plct Video MSG	UNLMSG	0.00
05:42p	Sent 603-401-5639	Plct Video MSG	UNLMSG	0.00
05:48p	Sent 603-309-2815	Plct Video MSG	UNLMSG	0.00
[redacted]				
05:43p	Sent 630-902-7605	Plct Video MSG	UNLMSG	0.00
Monday, 02/24				
07:17a	Rcvd 603-446-9740	Plct Video MSG	UNLMSG	0.00
Thursday, 03/06				
04:37p	Sent 630-902-7605	Plct Video MSG	UNLMSG	0.00
04:57p	Sent 603-401-5639	Plct Video MSG	UNLMSG	0.00
[redacted]				
07:44p	Sent 603-401-5639	Plct Video MSG	UNLMSG	0.00
11:13p	Rcvd 603-401-5639	Plct Video MSG	UNLMSG	0.00
Friday, 03/07				
05:39p	Rcvd 603-401-5639	Plct Video MSG	UNLMSG	0.00
Tuesday, 03/11				
07:39p	Rcvd 561-543-8270	Plct Video MSG	UNLMSG	0.00
07:43p	Rcvd 561-543-8270	Plct Video MSG	UNLMSG	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Monday, 03/17				
02:59p Rcvd	303-461-8839	Plct Video MSG	UNLMSG	0.00
03:37p Rcvd	303-461-8839	Plct Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 18				0.00
Total Data Detail				0.00

Rate Code:
SDSSGB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

Plaintiff - 1013

at&t

KERRY PAUL
[redacted]

Page: 1 of 4
Bill Cycle Dates: 03/18/14 - 04/17/14
Account: [redacted]
Foundation Accounts: [redacted]

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Wireless Statement

Bill At a Glance

Previous Balance	$204.24
Payment - 04/10 - Thank You!	$204.24CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.28
Amount to be Debited	**$159.28**

Your Credit Card will be Debited on or after May 10, 2014

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Mobile Share plan for $10/mo.

Call 855.MORE.4YOU Click att.com/moreatt Visit an AT&T store (855.667.3496)

Mobile Share plan, with 3GB and more/d. Up to ten devices. Add'l monthly charge per device. If usage exceeds your data allowance, you will automatically be charged overage. Activation fee, device deposits, taxes & other charges may apply. Other terms & restrictions apply.

Service Summary

Service	Page	Total
(A) Wireless		$159.28
[redacted]	1	
[redacted] $117.69	2	
Total New Charges		**$159.28**

(A) Wireless

Group 1 - Data Summary - Mar 18 thru Apr 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Usage (MB)
[redacted]	677
	934
Total	1,611

[redacted]

Mobile Share for iPhone - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For important information about your bill, please see the News You Can Use section (Page 3).

Wireless Services provided by AT&T Mobility, LLC.

Your Credit Card will be Debited on or after: May 10, 2014 **$159.28**

at&t

KERRY PAUL
Account Number [redacted]

AT&T MOBILITY
PO Box 537104
Atlanta, GA 30353-7104

926005341247275670000000001$9280000001592800 1

Plaintiff - 1014

at&t

KERRY PAUL [redacted]

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[redacted]

International Roaming - Expanded - Includes international roaming outside the U.S. and International long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Apr 18 thru May 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	484
Night & Weekend Minutes	Unlimited
Minutes Used	276

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	874

Mobile Share 6GB with Unlimited Talk & Text
Individual MB Used 577
1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.51
4. Federal Universal Service Charge	1.84
5. Municipal Business License Surcharge	0.38
6. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.09

Government Fees and Taxes

7. 911 Service Fee	0.63
8. County Sales Tax - Telecom	0.38
9. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30

Total Other Charges & Credits	**6.39**
[redacted]	**41.39**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Apr 18 thru May 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary
Mobile Share with Unlimited Talk & Text

Daytime Minutes	Unlimited
Minutes Used	1,127
Night & Weekend Minutes	Unlimited
Minutes Used	131

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	222

Mobile Share 6GB with Unlimited Talk & Text

Included in Plan MB	6,144
Individual MB Used	934
Others in Group MB Used	577

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.51
6. Federal Universal Service Charge	1.84
7. Municipal Business License Surcharge	0.38
8. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.09

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Other Charges and Credits - Continued

Government Fees and Taxes	
9. 911 Service Fee	0.63
10. County Sales Tax - Telecom	0.38
11. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.39**
Total for 803 727-6566	**117.89**
Total for Wireless accounts	**159.28**

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Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL. CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

Plaintiff - 1016

at&t

Visit us online at: www.att.com

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code

[redacted]

Rate Code:
SDSSS = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

[redacted]

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Tuesday, 03/18							
09:16a	DAVIS CA	530-902-7695	SDDV		12	0.00	0.00
04:05p	COLUMB SC	803-696-5145	SDDV		2	0.00	0.00
06:30p	INCOMI CL	530-902-7695	SDDV		1	0.00	0.00
07:52p	COLUMB SC	803-466-5118	SDDV		1	0.00	0.00
Wednesday, 03/19							
[redacted]							
09:30a	INCOMI CL	803-832-0125	SDDV		6	0.00	0.00
09:39a	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
09:46a	INCOMI CL	803-808-5145	SDDV		1	0.00	0.00
09:46a	COLUMB SC	803-734-0318	SDDV		1	0.00	0.00
[redacted]							
03:30p	COLUMB SC	803-734-0318	SDDV		1	0.00	0.00
03:41p	COLUMB SC	803-696-5145	SDDV		1	0.00	0.00
[redacted]							
05:20p	INCOMI CL	803-461-5030	SDDV		9	0.00	0.00
05:40p	INCOMI CL	803-821-0909	SDDV		7	0.00	0.00
[redacted]							
07:30p	COLUMB SC	803-399-2618	SDDV		2	0.00	0.00
Thursday, 03/20							
11:18a	COLUMB SC	803-696-5145	SDDV		2	0.00	0.00
02:09p	INCOMI CL	803-707-0874	SDDV		1	0.00	0.00
03:19p	COLUMB SC	803-780-9763	SDDV		1	0.00	0.00
03:34p	INCOMI CL	808-777-3618	SDDV		1	0.00	0.00
03:46p	COLUMB SC	803-345-2437	SDDV		1	0.00	0.00
03:46p	COLUMB SC	803-345-2437	SDDV		1	0.00	0.00
03:46p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:47p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:47p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:48p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:48p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:49p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:50p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
Friday, 03/21							
10:37a	INCOMI CL	803-767-0874	SDDV		1	0.00	0.00
11:01a	INCOMI CL	803-777-3618	SDDV		10	0.00	0.00
11:16a	COLUMB SC	803-309-1087	SDDV		6	0.00	0.00
11:24a	DAVIS CA	530-902-7695	SDDV		2	0.00	0.00
[redacted]							
01:06p	DAVIS CA	530-902-7695	SDDV		1	0.00	0.00
[redacted]							
02:54p	INCOMI CL	803-309-1087	SDDV		5	0.00	0.00
04:27p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
04:53p	INCOMI CL	530-902-7695	SDDV		16	0.00	0.00
06:18p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
06:07p	INCOMI CL	530-902-7695	SDDV		1	0.00	0.00
06:27p	COLUMB SC	803-673-7209	SDDV		1	0.00	0.00
06:26p	INCOMI CL	803-673-7209	SDDV		3	0.00	0.00
06:41p	INCOMI CL	530-902-7695	SDDV		1	0.00	0.00
06:44p	DAVIS CA	530-902-7695	SDDV		1	0.00	0.00
09:40p	FORT M FL	239-245-2230	SDDV		1	0.00	0.00
[redacted]							
Saturday, 03/22							
01:16p	COLUMB SC	803-767-0074	SDDV		1	0.00	0.00
[redacted]							

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Saturday, 03/22							
03:46p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Sunday, 03/23							
[redacted]							
Monday, 03/24							
01:43p	COLUMB SC	803-212-0222	SDDV		1	0.00	0.00
[redacted]							
02:35p	INCONI CL	803-212-0222	SDDV		7	0.00	0.00
02:57p	COLUMB SC	803-787-0874	SDDV		2	0.00	0.00
03:41p	LEXING SC	803-951-2090	SDDV		3	0.00	0.00
[redacted]							
Tuesday, 03/25							
[redacted]							
01:19p	COLUMB SC	803-896-6145	SDDV		2	0.00	0.00
03:34p	ANDERS SC	864-934-0871	SDDV		8	0.00	0.00
[redacted]							
08:55p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
Wednesday, 03/26							
11:26a	INCONI CL	803-360-1806	SDDV		1	0.00	0.00
02:44p	INCONI CL	803-896-6145	SDDV		2	0.00	0.00
[redacted]							
Thursday, 03/27							
[redacted]							
03:14p	INCONI CL	803-896-6145	SDDV		1	0.00	0.00
03:48p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:50p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
08:08p	INCONI CL	803-621-0700	SDDV		1	0.00	0.00
08:16p	INCONI CL	803-348-2437	SDDV		2	0.00	0.00
08:20p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:21p	COLUMB SC	803-413-3939	SDDV		1	0.00	0.00
07:32p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Friday, 03/28							
[redacted]							
01:30p	COLUMB SC	803-896-6145	SDDV		2	0.00	0.00
02:12p	LEXING SC	803-360-2110	SDDV		2	0.00	0.00
Saturday, 03/29							
05:42p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Sunday, 03/30							
07:54p	DAYTON FL	336-879-5814	SDDV		1	0.00	0.00
Monday, 03/31							
09:53a	LEXING SC	803-360-2110	SDDV		4	0.00	0.00
[redacted]							
11:15a	INCONI CL	803-896-6145	SDDV		3	0.00	0.00
11:39a	INCONI CL	803-295-5907	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 03/31							
05:02p	INCONI CL	803-309-2815	SDDV		18	0.00	0.00
06:18p	INCONI CL	803-821-0700	SDDV		2	0.00	0.00
06:52p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:16p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:19p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
Tuesday, 04/01							
[redacted]							
10:43a	INCONI CL	803-896-6145	SDDV		2	0.00	0.00
12:11p	SENECA SC	864-903-1871	SDDV		1	0.00	0.00
12:12p	COLUMB SC	803-920-4877	SDDV		11	0.00	0.00
01:10p	INCONI CL	336-451-8843	SDDV		3	0.00	0.00
[redacted]							
04:14p	COLUMB SC	803-600-5145	SDDV		1	0.00	0.00
[redacted]							
08:09p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:15p	INCONI CL	803-896-6145	SDDV		4	0.00	0.00
06:53p	INCONI CL	803-461-6639	SDDV		1	0.00	0.00
06:51p	COLUMB SC	803-461-6639	SDDV		8	0.00	0.00
08:09p	COLUMB SC	803-609-3383	SDDV		9	0.00	0.00
[redacted]							
Wednesday, 04/02							
10:20a	INCONI CL	803-896-6145	SDDV		2	0.00	0.00
[redacted]							
01:57p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Thursday, 04/03							
[redacted]							
12:00p	INCONI CL	803-600-6140	SDDV		3	0.00	0.00
[redacted]							
04:01p	COLUMB SC	803-252-0222	SDDV		1	0.00	0.00
04:06p	INCONI CL	336-451-8843	SDDV		5	0.00	0.00
04:30p	COLUMB SC	803-896-6145	SDDV		4	0.00	0.00
04:41p	INCONI CL	803-896-6145	SDDV		1	0.00	0.00
Friday, 04/04							
10:28a	COLUMB SC	803-252-0222	SDDV		2	0.00	0.00
[redacted]							
04:42p	COLUMB SC	803-252-0222	SDDV		8	0.00	0.00
04:46p	COLUMB SC	803-603-6145	SDDV		2	0.00	0.00
[redacted]							
Saturday, 04/05							
[redacted]							
01:17p	COLUMB SC	803-309-2815	SDDV		2	0.00	0.00
01:38p	INCONI CL	803-309-2815	SDDV		2	0.00	0.00
01:46p	INCONI CL	803-787-0874	SDDV		1	0.00	0.00
03:05p	COLUMB SC	803-359-2815	SDDV		1	0.00	0.00
Monday, 04/07							
[redacted]							
10:04a	INCONI CL	803-600-6145	SDDV		1	0.00	0.00
11:52a	INCONI CL	803-359-1369	SDDV		1	0.00	0.00
12:43p	Toll F CL	888-488-8040	SDDV		8	0.00	0.00
01:57p	COLUMB SC	803-896-6145	SDDV		4	0.00	0.00
02:01p	COLUMB SC	803-896-8744	SDDV		2	0.00	0.00

Plaintiff - 1018

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 04/07							
02:04p	DAYTON FL	989-481-8849	SDDV		5	0.00	0.00
[redacted]							
03:34p	COLUMB SC	803-896-6145	SDDV		1	0.00	0.00
03:36p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
03:38p	COLUMB SC	803-896-6320	SDDV		1	0.00	0.00
[redacted]							
06:26p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
06:26p	COLUMB SC	803-466-8116	SDDV		2	0.00	0.00
06:57p	DAVIS CA	530-902-7686	SDDV		1	0.00	0.00
07:00p	INCOMI CL	530-902-7686	SDDV		4	0.00	0.00
Tuesday, 04/08							
[redacted]							
08:56p	COLUMB SC	803-896-6744	SDDV		2	0.00	0.00
04:32p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
06:18p	INCOMI CL	803-767-0874	SDDV		1	0.00	0.00
[redacted]							
08:07p	KNOXVI TN	865-504-0695	SDDV		5	0.00	0.00
Wednesday, 04/09							
[redacted]							
11:16a	COLUMB SC	803-896-6145	SDDV		1	0.00	0.00
[redacted]							
06:10p	COLUMB SC	803-308-2815	SDDV		2	0.00	0.00
07:34p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:34p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:36p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:36p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:36p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
Thursday, 04/10							
11:14a	COLUMB SC	803-896-6145	SDDV		4	0.00	0.00
11:18a	COLUMB SC	803-308-2815	SDDV		2	0.00	0.00
11:38a	BLOOMI IL	309-530-3173	SDDV		2	0.00	0.00
[redacted]							
10:38p	FORT M FL	239-246-2230	SDDV		1	0.00	0.00
[redacted]							
Friday, 04/11							
10:14a	INCOMI CL	803-896-4325	SDDV		3	0.00	0.00
10:21a	COLUMB SC	803-896-6145	SDDV		1	0.00	0.00
10:49a	INCOMI CL	803-896-6145	SDDV		9	0.00	0.00
11:09a	COLUMB SC	803-896-4325	SDDV		2	0.00	0.00
11:09a	COLUMB SC	803-212-6222	SDDV		7	0.00	0.00
11:23a	INCOMI CL	803-896-4325	SDDV		3	0.00	0.00
11:27a	COLUMB SC	803-896-6145	SDDV		1	0.00	0.00
11:34a	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
11:43a	INCOMI CL	803-896-6145	SDDV		9	0.00	0.00
[redacted]							
03:48p	COLUMB SC	803-896-6145	SDDV		4	0.00	0.00
[redacted]							
Friday, 04/11							
03:00p	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
[redacted]							
04:12p	COLUMB SC	803-308-2815	SDDV		3	0.00	0.00
[redacted]							
04:40p	COLUMB SC	803-896-6145	SDDV		2	0.00	0.00
04:47p	DAVIS CA	530-902-7686	SDDV		1	0.00	0.00
[redacted]							
05:41p	DAVIS CA	530-902-7686	SDDV		16	0.00	0.00
05:57p	COLUMB SC	803-767-0874	SDDV		2	0.00	0.00
05:59p	LEXING SC	803-957-8787	SDDV		1	0.00	0.00
06:32p	INCOMI CL	605-730-3351	SDDV		14	0.00	0.00
Saturday, 04/12							
02:35p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:28p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:16p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
05:21p	COLUMB SC	803-767-0874	SDDV		1	0.00	0.00
[redacted]							
05:46p	BLOOMI IL	309-826-7531	SDDV		1	0.00	0.00
05:49p	COLUMB SC	803-481-6839	SDDV		16	0.00	0.00
07:01p	INCOMI CL	803-309-2815	SDDV		7	0.00	0.00
08:05p	INCOMI CL	309-826-7531	SDDV		2	0.00	0.00
Sunday, 04/13							
04:58p	COLUMB SC	803-481-6839	SDDV		9	0.00	0.00
[redacted]							
05:10p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
05:43p	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
05:44p	DAYTON FL	386-451-8843	SDDV		2	0.00	0.00
[redacted]							
08:46p	COLUMB SC	803-767-0874	SDDV		4	0.00	0.00
08:50p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:58p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
Monday, 04/14							
08:08a	COLUMB SC	803-896-4325	SDDV		1	0.00	0.00
09:10a	COLUMB SC	803-212-6222	SDDV		8	0.00	0.00
09:18a	COLUMB SC	803-767-0874	SDDV		2	0.00	0.00
[redacted]							
11:20a	COLUMB SC	803-896-4325	SDDV		2	0.00	0.00
[redacted]							
02:40p	COLUMB SC	803-767-0874	SDDV		3	0.00	0.00
[redacted]							
02:52p	COLUMB SC	803-212-6222	SDDV		2	0.00	0.00
[redacted]							
03:38p	INCOMI CL	803-896-4325	SDDV		2	0.00	0.00
[redacted]							
04:09p	INCOMI CL	803-385-8485	SDDV		12	0.00	0.00
04:42p	DAYTON FL	386-451-8843	SDDV		2	0.00	0.00
[redacted]							
10:51p	DAYTON FL	386-679-6814	SDDV		3	0.00	0.00

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 04/15							
08:17a	COLUMB SC	803-890-5360	SDDV		2	0.00	0.00
[redacted]							
07:44p	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
Wednesday, 04/16							
06:40p	INCOMI CL	803-767-0874	SDDV		1	0.00	0.00
Subtotal					1,208	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 03/18					
12:20p	Rcvd	989-879-5914	Text Message	UNLMSG	0.00
04:32p	Sent	803-603-8767	Text Message	UNLMSG	0.00
08:06p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:31p	Rcvd	757-320-9319	Text Message	UNLMSG	0.00
09:31p	Rcvd	757-320-9319	Text Message	UNLMSG	0.00
09:31p	Rcvd	757-320-9319	Text Message	UNLMSG	0.00
09:31p	Rcvd	757-320-9319	Text Message	UNLMSG	0.00
09:44p	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:44p	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
11:34p	Sent	530-902-7685	Text Message	UNLMSG	0.00
11:36p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Wednesday, 03/19					
07:00a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
11:09a	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
11:10a	Sent	803-603-8767	Text Message	UNLMSG	0.00
03:13p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:21p	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:22p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
[redacted]					
Thursday, 03/20					
08:14a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:01a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:15a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
10:13a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
10:13a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
10:16a	Sent	803-920-4677	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 03/20					
05:36p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:36p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:37p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:37p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Friday, 03/21					
[redacted]					
08:00p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:08p	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Saturday, 03/22					
10:51a	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
10:51a	Sent	803-603-8767	Text Message	UNLMSG	0.00
10:53a	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
11:11a	Sent	803-603-8767	Text Message	UNLMSG	0.00
02:05p	Sent	803-461-5639	Text Message	UNLMSG	0.00
03:08p	Sent	803-917-8224	Text Message	UNLMSG	0.00
03:46p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
08:11p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
07:06p	Rcvd	803-917-8224	Text Message	UNLMSG	0.00
07:15p	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:20p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:20p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
Sunday, 03/23					
08:48a	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
10:11a	Sent	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
10:11a	Rcvd	803-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Monday, 03/24					
04:18p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
05:43p	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:07p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Tuesday, 03/25					
08:12p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:58p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:03p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Thursday, 03/27					
10:01a	Sent	803-461-5639	Text Message	UNLMSG	0.00
10:25a	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:28p	Sent	803-920-4677	Text Message	UNLMSG	0.00
04:06p	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
04:56p	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
04:56p	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
05:11p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
05:11p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
05:20p	Sent	803-920-4677	Text Message	UNLMSG	0.00
05:21p	Sent	803-603-8767	Text Message	UNLMSG	0.00
05:27p	Rcvd	803-603-8767	Text Message	UNLMSG	0.00
05:38p	Sent	803-603-8767	Text Message	UNLMSG	0.00
05:50p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
05:59p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
06:07p	Sent	803-920-4677	Text Message	UNLMSG	0.00
08:11p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
[redacted]					
08:31p	Sent	803-461-5639	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 03/27					
08:31p	Sent	630-902-7665	Text Message	UNLMSG	0.00
08:35p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
08:36p	Sent	803-481-5639	Text Message	UNLMSG	0.00
08:38p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
08:38p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
08:38p	Sent	803-481-5639	Text Message	UNLMSG	0.00
08:38p	Sent	630-902-7665	Text Message	UNLMSG	0.00
[redacted]					
08:38p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
08:40p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
08:40p	Sent	803-481-5639	Text Message	UNLMSG	0.00
[redacted]					
08:40p	Sent	630-902-7665	Text Message	UNLMSG	0.00
08:41p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
08:42p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
Friday, 03/28					
08:04a	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
09:32a	Sent	803-481-5639	Text Message	UNLMSG	0.00
09:54a	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:28a	Rcvd	803-803-8767	Text Message	UNLMSG	0.00
10:28a	Rcvd	803-803-8767	Text Message	UNLMSG	0.00
12:57p	Sent	803-803-8767	Text Message	UNLMSG	0.00
05:54p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
07:40p	Sent	803-481-5639	Text Message	UNLMSG	0.00
07:42p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
Monday, 03/31					
12:37p	Rcvd	803-803-8767	Text Message	UNLMSG	0.00
12:37p	Rcvd	803-803-8767	Text Message	UNLMSG	0.00
00:55p	Sent	630-902-7665	Text Message	UNLMSG	0.00
[redacted]					
00:55p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
Tuesday, 04/01					
[redacted]					
Wednesday, 04/02					
02:41p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
08:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:21p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:22p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:23p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:24p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:29p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:29p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:32p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 04/02					
08:33p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:33p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:49p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Thursday, 04/03					
[redacted]					
09:40a	Sent	630-902-7665	Text Message	UNLMSG	0.00
09:51a	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
09:52a	Sent	630-902-7665	Text Message	UNLMSG	0.00
10:31a	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
11:00a	Sent	630-902-7665	Text Message	UNLMSG	0.00
11:02a	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
[redacted]					
02:10p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
[redacted]					
Friday, 04/04					
07:03p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
08:00p	Sent	630-902-7665	Text Message	UNLMSG	0.00
08:05p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
08:06p	Sent	630-902-7665	Text Message	UNLMSG	0.00
08:07p	Rcvd	630-902-7665	Text Message	UNLMSG	0.00
Tuesday, 04/08					
02:23p	Rcvd	239-240-2230	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
Thursday, 04/10					
07:20a	Rcvd	386-530-3173	MTN TEXT MESSAG	UNLMSG	0.00
Friday, 04/11					
11:17a	Sent	803-920-4677	Text Message	UNLMSG	0.00
11:17a	Sent	803-920-4677	Text Message	UNLMSG	0.00
11:20a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
11:21a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
11:22a	Sent	803-920-4677	Text Message	UNLMSG	0.00
11:23a	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
11:23a	Sent	803-920-4677	Text Message	UNLMSG	0.00
07:18p	Rcvd	242738	Text Message	UNLMSG	0.00
Saturday, 04/12					
[redacted]					
12:41p	Sent	803-481-5639	Text Message	UNLMSG	0.00
[redacted]					
03:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
03:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Saturday, 04/12					
03:57p	Sent	603-553-4422	Text Message	UNLMSG	0.00
03:57p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:10p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:11p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:11p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:12p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:22p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:23p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:23p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:23p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:24p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:24p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:24p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:24p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:24p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:25p	Sent	603-553-4422	Text Message	UNLMSG	0.00
04:26p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:27p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:27p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
04:44p	Sent	603-553-4422	Text Message	UNLMSG	0.00
07:27p	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
07:30p	Sent	530-902-7665	Text Message	UNLMSG	0.00
10:57p	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
11:00p	Sent	530-902-7665	Text Message	UNLMSG	0.00
Monday, 04/14					
11:10a	Rcvd	530-902-7665	Text Message	UNLMSG	0.00
11:20a	Sent	530-902-7665	Text Message	UNLMSG	0.00
04:08p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
04:25p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:40p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
04:42p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:43p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Tuesday, 04/15					
03:58p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
04:28p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:32p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
04:34p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:35p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:41p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
06:12p	Sent	603-461-5639	Text Message	UNLMSG	0.00
06:14p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
Wednesday, 04/16					
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
11:22p	Rcvd	603-413-8270	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 04/17					
10:45a	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
10:45a	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
10:45a	Rcvd	603-413-8270	Text Message	UNLMSG	0.00
Subtotal for Text Messages: 216					0.00
Data Plans					
Saturday, 03/01					
10:57p		Data Transfer	70KB	SDG03B	0.00
Sunday, 03/16					
10:48p		Data Transfer	1,187KB	SDG03B	0.00
Monday, 03/17					
05:48p		Data Transfer	424KB	SDG03B	0.00
Tuesday, 03/18					
12:24p		Data Transfer	1,416KB	SDG03B	0.00
04:06p		Data Transfer	2,980KB	SDG03B	0.00
08:40p		Data Transfer	542KB	SDG03B	0.00
Wednesday, 03/19					
07:16a		Data Transfer	82KB	SDG03B	0.00
07:59a		Data Transfer	63KB	SDG03B	0.00
09:06a		Data Transfer	21KB	SDG03B	0.00
09:38a		Data Transfer	7KB	SDG03B	0.00
09:36a		Data Transfer	1KB	SDG03B	0.00
09:47a		Data Transfer	41KB	SDG03B	0.00
10:27a		Data Transfer	120KB	SDG03B	0.00
12:08p		Data Transfer	18KB	SDG03B	0.00
12:31p		Data Transfer	42KB	SDG03B	0.00
02:02p		Data Transfer	7KB	SDG03B	0.00
02:58p		Data Transfer	54KB	SDG03B	0.00
03:38p		Data Transfer	660KB	SDG03B	0.00
03:45p		Data Transfer	1,834KB	SDG03B	0.00
04:07p		Data Transfer	4KB	SDG03B	0.00
08:20p		Data Transfer	15,200KB	SDG03B	0.00
09:47p		Data Transfer	43KB	SDG03B	0.00
Thursday, 03/20					
11:20a		Data Transfer	170KB	SDG03B	0.00
03:00p		Data Transfer	14KB	SDG03B	0.00
03:35p		Data Transfer	32KB	SDG03B	0.00
03:51p		Data Transfer	9,730KB	SDG03B	0.00
04:05p		Data Transfer	50KB	SDG03B	0.00
04:50p		Data Transfer	13KB	SDG03B	0.00
04:58p		Data Transfer	23KB	SDG03B	0.00
05:55p		Data Transfer	853KB	SDG03B	0.00
Friday, 03/21					
01:56a		Data Transfer	237KB	SDG03B	0.00
10:37a		Data Transfer	3KB	SDG03B	0.00
11:11a		Data Transfer	7KB	SDG03B	0.00
11:20a		Data Transfer	7KB	SDG03B	0.00
11:49a		Data Transfer	7KB	SDG03B	0.00
01:07p		Data Transfer	50KB	SDG03B	0.00
02:53p		Data Transfer	7KB	SDG03B	0.00
02:58p		Data Transfer	36KB	SDG03B	0.00
03:45p		Data Transfer	312KB	SDG03B	0.00
04:27p		Data Transfer	49KB	SDG03B	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Friday, 03/21				
06:08p	Data Transfer	7KB	SDG6GB	0.00
06:24p	Data Transfer	16KB	SDG6GB	0.00
06:08p	Data Transfer	223KB	SDG6GB	0.00
07:20p	Data Transfer	21,362KB	SDG6GB	0.00
09:07p	Data Transfer	6,693KB	SDG6GB	0.00
09:32p	Data Transfer	537KB	SDG6GB	0.00
09:41p	Data Transfer	35KB	SDG6GB	0.00
09:45p	Data Transfer	45KB	SDG6GB	0.00
Saturday, 03/22				
02:45a	Data Transfer	1KB	SDG6GB	0.00
09:00a	Data Transfer	4,044KB	SDG6GB	0.00
10:00a	Data Transfer	1,244KB	SDG6GB	0.00
01:45p	Data Transfer	10,306KB	SDG6GB	0.00
09:05p	Data Transfer	436KB	SDG6GB	0.00
09:06p	Data Transfer	61KB	SDG6GB	0.00
Sunday, 03/23				
12:05a	Data Transfer	343KB	SDG6GB	0.00
09:29a	Data Transfer	64KB	SDG6GB	0.00
09:57a	Data Transfer	21KB	SDG6GB	0.00
10:03a	Data Transfer	07KB	SDG6GB	0.00
02:03p	Data Transfer	283KB	SDG6GB	0.00
Monday, 03/24				
08:02a	Data Transfer	9,814KB	SDG6GB	0.00
10:02a	Data Transfer	127KB	SDG6GB	0.00
01:02p	Data Transfer	3,943KB	SDG6GB	0.00
09:51p	Data Transfer	58KB	SDG6GB	0.00
04:20p	Data Transfer	232KB	SDG6GB	0.00
09:47p	Data Transfer	41KB	SDG6GB	0.00
09:40p	Data Transfer	70KB	SDG6GB	0.00
Tuesday, 03/25				
08:20a	Data Transfer	9KB	SDG6GB	0.00
09:20a	Data Transfer	89KB	SDG6GB	0.00
01:00p	Data Transfer	9KB	SDG6GB	0.00
01:13p	Data Transfer	137KB	SDG6GB	0.00
01:26p	Data Transfer	4,864KB	SDG6GB	0.00
07:13p	Data Transfer	231KB	SDG6GB	0.00
Wednesday, 03/26				
08:44a	Data Transfer	2,668KB	SDG6GB	0.00
03:44p	Data Transfer	160KB	SDG6GB	0.00
Thursday, 03/27				
07:44a	Data Transfer	367KB	SDG6GB	0.00
12:34p	Data Transfer	127KB	SDG6GB	0.00
03:16p	Data Transfer	1,621KB	SDG6GB	0.00
03:68p	Data Transfer	1,980KB	SDG6GB	0.00
04:05p	Data Transfer	103KB	SDG6GB	0.00
05:22p	Data Transfer	29KB	SDG6GB	0.00
06:19p	Data Transfer	4KB	SDG6GB	0.00
06:20p	Data Transfer	89KB	SDG6GB	0.00
06:21p	Data Transfer	195KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Friday, 03/28				
09:04a	Data Transfer	413KB	SDG6GB	0.00
01:15p	Data Transfer	1,255KB	SDG6GB	0.00
01:30p	Data Transfer	2,202KB	SDG6GB	0.00
02:12p	Data Transfer	600KB	SDG6GB	0.00
09:18p	Data Transfer	06KB	SDG6GB	0.00
Saturday, 03/29				
08:00a	Data Transfer	70KB	SDG6GB	0.00
02:06p	Data Transfer	840KB	SDG6GB	0.00
02:53p	Data Transfer	3,428KB	SDG6GB	0.00
05:42p	Data Transfer	194KB	SDG6GB	0.00
07:42p	Data Transfer	12,852KB	SDG6GB	0.00
08:23p	Data Transfer	9,080KB	SDG6GB	0.00
Sunday, 03/30				
09:18a	Data Transfer	2,643KB	SDG6GB	0.00
12:18p	Data Transfer	178KB	SDG6GB	0.00
07:55p	Data Transfer	114KB	SDG6GB	0.00
Monday, 03/31				
06:48a	Data Transfer	4,428KB	SDG6GB	0.00
10:34a	Data Transfer	60KB	SDG6GB	0.00
11:18a	Data Transfer	13KB	SDG6GB	0.00
11:40a	Data Transfer	169KB	SDG6GB	0.00
02:30p	Data Transfer	624KB	SDG6GB	0.00
03:52p	Data Transfer	142KB	SDG6GB	0.00
06:52p	Data Transfer	7KB	SDG6GB	0.00
07:17p	Data Transfer	237KB	SDG6GB	0.00
Tuesday, 04/01				
08:08a	Data Transfer	36KB	SDG6GB	0.00
08:57a	Data Transfer	50KB	SDG6GB	0.00
09:54a	Data Transfer	19KB	SDG6GB	0.00
10:05a	Data Transfer	3,517KB	SDG6GB	0.00
11:04a	Data Transfer	3,807KB	SDG6GB	0.00
12:04p	Data Transfer	3,744KB	SDG6GB	0.00
01:24p	Data Transfer	5,852KB	SDG6GB	0.00
04:29p	Data Transfer	141KB	SDG6GB	0.00
05:03p	Data Transfer	175KB	SDG6GB	0.00
05:29p	Data Transfer	2,556KB	SDG6GB	0.00
Wednesday, 04/02				
12:28p	Data Transfer	2,753KB	SDG6GB	0.00
01:04p	Data Transfer	3,830KB	SDG6GB	0.00
01:41p	Data Transfer	166KB	SDG6GB	0.00
Thursday, 04/03				
07:28a	Data Transfer	147KB	SDG6GB	0.00
11:26a	Data Transfer	134KB	SDG6GB	0.00
02:09p	Data Transfer	5,732KB	SDG6GB	0.00
04:11p	Data Transfer	17,497KB	SDG6GB	0.00
04:42p	Data Transfer	1,926KB	SDG6GB	0.00
05:08p	Data Transfer	36KB	SDG6GB	0.00
08:08p	Data Transfer	530KB	SDG6GB	0.00
11:08p	Data Transfer	26KB	SDG6GB	0.00
Friday, 04/04				
07:09a	Data Transfer	203KB	SDG6GB	0.00
03:55p	Data Transfer	660KB	SDG6GB	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Friday, 04/04				
04:00p	Data Transfer	20KB	$DG6GB	0.00
08:08p	Data Transfer	164KB	$DG6GB	0.00
Saturday, 04/05				
09:40a	Data Transfer	212KB	$DG6GB	0.00
01:40p	Data Transfer	202KB	$DG6GB	0.00
03:08p	Data Transfer	1,863KB	$DG6GB	0.00
04:40p	Data Transfer	20,609KB	$DG6GB	0.00
07:40p	Data Transfer	74KB	$DG6GB	0.00
09:40p	Data Transfer	1,654KB	$DG6GB	0.00
11:40p	Data Transfer	3KB	$DG6GB	0.00
Sunday, 04/06				
07:44a	Data Transfer	232KB	$DG6GB	0.00
09:52p	Data Transfer	813KB	$DG6GB	0.00
10:52p	Data Transfer	96KB	$DG6GB	0.00
Monday, 04/07				
07:11a	Data Transfer	80KB	$DG6GB	0.00
10:50a	Data Transfer	41KB	$DG6GB	0.00
11:53a	Data Transfer	8KB	$DG6GB	0.00
12:51p	Data Transfer	100KB	$DG6GB	0.00
02:08p	Data Transfer	446KB	$DG6GB	0.00
03:34p	Data Transfer	112KB	$DG6GB	0.00
05:52p	Data Transfer	1,838KB	$DG6GB	0.00
06:08p	Data Transfer	286KB	$DG6GB	0.00
08:58p	Data Transfer	6KB	$DG6GB	0.00
07:03p	Data Transfer	23KB	$DG6GB	0.00
07:04p	Data Transfer	605KB	$DG6GB	0.00
Tuesday, 04/08				
09:01a	Data Transfer	813KB	$DG6GB	0.00
10:61a	Data Transfer	612KB	$DG6GB	0.00
12:01p	Data Transfer	11,289KB	$DG6GB	0.00
03:56p	Data Transfer	773KB	$DG6GB	0.00
06:18p	Data Transfer	144KB	$DG6GB	0.00
08:21p	Data Transfer	654KB	$DG6GB	0.00
Wednesday, 04/09				
07:40a	Data Transfer	19,710KB	$DG6GB	0.00
08:40a	Data Transfer	16KB	$DG6GB	0.00
09:52a	Data Transfer	9,330KB	$DG6GB	0.00
08:40p	Data Transfer	237KB	$DG6GB	0.00
Thursday, 04/10				
08:36a	Data Transfer	9,303KB	$DG6GB	0.00
09:36a	Data Transfer	1,112KB	$DG6GB	0.00
11:32a	Data Transfer	111KB	$DG6GB	0.00
11:03a	Data Transfer	1,954KB	$DG6GB	0.00
02:36p	Data Transfer	3,741KB	$DG6GB	0.00
02:48p	Data Transfer	17KB	$DG6GB	0.00
02:54p	Data Transfer	20,671KB	$DG6GB	0.00
03:28p	Data Transfer	6,674KB	$DG6GB	0.00
03:49p	Data Transfer	140KB	$DG6GB	0.00
04:05p	Data Transfer	1,129KB	$DG6GB	0.00
07:25p	Data Transfer	3,995KB	$DG6GB	0.00
Friday, 04/11				
04:42p	Data Transfer	1,428KB	$DG6GB	0.00
09:09p	Data Transfer	340KB	$DG6GB	0.00
Saturday, 04/12				
08:47a	Data Transfer	2,682KB	$DG6GB	0.00
10:47a	Data Transfer	6,815KB	$DG6GB	0.00
02:47p	Data Transfer	6,491KB	$DG6GB	0.00
06:14p	Data Transfer	8,310KB	$DG6GB	0.00
06:26p	Data Transfer	845KB	$DG6GB	0.00
08:33p	Data Transfer	3,098KB	$DG6GB	0.00
09:31p	Data Transfer	112KB	$DG6GB	0.00
09:47p	Data Transfer	89KB	$DG6GB	0.00
Sunday, 04/13				
04:55a	Data Transfer	774KB	$DG6GB	0.00
06:17p	Data Transfer	10,428KB	$DG6GB	0.00
Monday, 04/14				
09:43a	Data Transfer	676KB	$DG6GB	0.00
01:37p	Data Transfer	7,652KB	$DG6GB	0.00
03:49p	Data Transfer	117,272KB	$DG6GB	0.00
04:30p	Data Transfer	236,288KB	$DG6GB	0.00
05:18p	Data Transfer	5,148KB	$DG6GB	0.00
05:58p	Data Transfer	19,322KB	$DG6GB	0.00
09:23p	Data Transfer	1,891KB	$DG6GB	0.00
07:21p	Data Transfer	14,875KB	$DG6GB	0.00
08:09p	Data Transfer	15,350KB	$DG6GB	0.00
08:58p	Data Transfer	38,055KB	$DG6GB	0.00
09:55p	Data Transfer	1,833KB	$DG6GB	0.00
10:28p	Data Transfer	179KB	$DG6GB	0.00
10:30p	Data Transfer	58KB	$DG6GB	0.00
10:51p	Data Transfer	81KB	$DG6GB	0.00
Tuesday, 04/15				
09:40a	Data Transfer	66,759KB	$DG6GB	0.00
01:32p	Data Transfer	1,249KB	$DG6GB	0.00
04:42p	Data Transfer	1KB	$DG6GB	0.00
08:10p	Data Transfer	17KB	$DG6GB	0.00
08:11p	Data Transfer	3KB	$DG6GB	0.00
07:44p	Data Transfer	108KB	$DG6GB	0.00
Wednesday, 04/16				
11:12a	Data Transfer	1,173KB	$DG6GB	0.00
11:20a	Data Transfer	3,444KB	$DG6GB	0.00
02:35p	Data Transfer	8,468KB	$DG6GB	0.00
06:52p	Data Transfer	472KB	$DG6GB	0.00
09:50p	Data Transfer	341KB	$DG6GB	0.00
09:52p	Data Transfer	111KB	$DG6GB	0.00
Thursday, 04/17				
01:52p	Data Transfer	119KB	$DG6GB	0.00
05:33p	Data Transfer	115KB	$DG6GB	0.00
05:48p	Data Transfer	861KB	$DG6GB	0.00
Subtotal for Data Plans:		955,802KB		0.00
Subtotal for KB's:		955,802KB		0.00

KERRY PAUL [redacted]

Page: 1 of 3
Bill Cycle Date: 04/18/14 - 05/17/14
Account: [redacted]
Foundation Account:

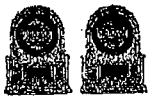
Visit us online at: www.att.com

Wireless Statement

Bill At A Glance

Previous Balance	$159.28
Payment - 05/10 - Thank You!	$159.28CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.28
Amount to be Debited	**$159.28**

Your Credit Card will be Debited on or after Jun 10, 2014



Our customers are our highest priority

J.D. Power has just ranked AT&T "Highest in Customer Service Performance and Highest Satisfaction with Purchasing Experience among Full Service Wireless Providers" two times in a row. You can count on us to keep delivering.

For J.D. Power award information, go to jdpower.com.

Service Summary

Service	Page	Total
Wireless		$159.28
[redacted]	1	
[redacted] $117.89	2	
Total New Charges		**$159.28**

[redacted] Wireless

Group 1 - Data Summary - Apr 18 thru May 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	414
	2,464
Total	2,878

[redacted]

Mobile Share for iPhone - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For important information about your bill, please see the **News You Can Use** section (Page 3).

Wireless Service provided by AT&T Mobility, LLC

Your Credit Card will be Debited on or after: Jun 10, 2014 **$159.28**

KERRY PAUL

Account Number [redacted]

AT&T MOBILITY
PO Box 537104
Atlanta, GA 30353-7104

926005341247275470000000001592800000015928001

Plaintiff - 1025

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[redacted]

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - May 18 thru Jun 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	71
Night & Weekend Minutes	
Minutes Used	191

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	531

Mobile Share 6GB with Unlimited Talk & Text

Individual MB Used	417

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.84
5. Municipal Business License Surcharge	0.38
6. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.09

Government Fees and Taxes

7. 911 Service Fee	0.03
8. County Sales Tax - Telecom	0.98
9. SC State Sales Tax - Telecom	2.28
Total Government Fees and Taxes	3.30

Total Other Charges & Credits	**6.39**
[redacted]	**41.39**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - May 18 thru Jun 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	1,415
Night & Weekend Minutes	
Minutes Used	156

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	348

Mobile Share 6GB with Unlimited Talk & Text

Included in Plan MB	6,144
Individual MB Used	2,462
Others in Group MB Used	417

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.84
7. Municipal Business License Surcharge	0.38
8. Regulatory Cost Recovery Charge	0.26
Total Surcharges and Other Fees	3.09

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#0558418472276877#

Plaintiff - 1026

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[redacted]

Other Charges and Credits - Continued

Government Fees and Taxes	
9. 911 Service Fee	0.68
10. County Sales Tax - Telecom	0.38
11. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.39**
Total for [redacted]	**117.89**
Total for Wireless accounts	**159.28**

News You Can Use

STAY CONNECTED WITH OUR BEST-EVER PLAN PRICING
With an AT&T Mobile Share(R) Value Plan, you'll get unlimited talk and text, shared data for up to 10 devices, and unlimited international Messaging from the U.S. Find out more at www.att.com/mobileshare or visit an AT&T store near you.

MOVING SOON?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed Internet and Digital TV services. 800-MOVE-ATT (800-668-3288) or visit www.att.com/move.

TAP IN TO MORE POSSIBILITIES
Connect a tablet for $10/month on a Mobile Share plan. When you add a line with AT&T, you're able to do more of what you love in more places. Shop our great selection of new tablets. Call 800-449-1672 or visit www.att.com/addaline.

Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient)

TAX ID
AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

WRITTEN CORRESPONDENCE
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, PO Box 755, Atwater, CA 95301-0755.

Plaintiff - 1027

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit		Rate Code	
Data Plans					
Friday, 05/10					
03:28p	Data Transfer		78KB	SDSGB	0.00
03:42p	Data Transfer		7KB	SDSGB	0.00
03:44p	Data Transfer		18KB	SDSGB	0.00
03:48p	Data Transfer		28KB	SDSGB	0.00
03:57p	Data Transfer		12KB	SDSGB	0.00
06:36p	Data Transfer		42KB	SDSGB	0.00
Subtotal for Data Plans:			420,333KB		0.00
Subtotal for KB's:			420,873KB		0.00
Picture/Video Messages					
Friday, 04/18					
09:45a	Rcvd	Pict Video MSG		UNLMSG	0.00
08:50p	Rcvd	Pict Video MSG		UNLMSG	0.00
Saturday, 04/19					
07:28p	Rcvd	Pict Video MSG		UNLMSG	0.00
Thursday, 04/24					
10:09a	Sent	Pict Video MSG		UNLMSG	0.00
Friday, 05/03					
11:52p	Sent	Pict Video MSG		UNLMSG	0.00
Thursday, 05/15					
10:23p	Rcvd	Pict Video MSG		UNLMSG	0.00
Subtotal for Picture/Video Messages:		8			0.00
Total Data Detail					0.00

Rate Code:
SDSGB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

[redacted] 803-727-5500 KERRY PAUL

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 04/17							
[redacted]							
Friday, 04/18							
[redacted]			SDDV		36	0.00	0.00
Saturday, 04/19							
08:58p	INCONI CL	803-787-0674	SDDV		1	0.00	0.00
09:05p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
09:07p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
Monday, 04/21							
11:26a	COLUMB SC	803-896-6145	SDDV		2	0.00	0.00
Monday, 04/21							
[redacted]							
Tuesday, 04/22							
[redacted]							
11:43a	COLUMB SC	803-896-6145	SDDV		1	0.00	0.00
12:56p	COLUMB SC	803-896-6145	SDDV		4	0.00	0.00
[redacted]							
04:16p	COLUMB SC	803-312-2188	SDDV		11	0.00	0.00
Wednesday, 04/23							
[redacted]							
05:40p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
05:46p	INCONI CL	803-787-0674	SDDV		2	0.00	0.00
[redacted]							
06:06p	INCONI CL	803-821-0868	SDDV		1	0.00	0.00
[redacted]							
08:37p	N PALM FL	561-543-0270	SDDV		1	0.00	0.00
[redacted]							
09:07p	COLUMB SC	803-309-2915	SDDV		22	0.00	0.00
Thursday, 04/24							
09:10a	INCONI CL	803-730-3928	SDDV		3	0.00	0.00
09:22a	LEXING SC	803-821-0868	SDDV		1	0.00	0.00
[redacted]							
00:38a	W PALM FL	561-843-0278	SDDV		48	0.00	0.00
10:26a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
10:27a	LEXING SC	803-821-0700	SDDV		2	0.00	0.00
10:30a	SLOCHI IL	309-530-3173	SDDV		1	0.00	0.00
10:33a	LEXING SC	803-821-0700	SDDV		4	0.00	0.00
10:40p	SLOCHI IL	309-530-3173	SDDV		5	0.00	0.00
10:46a	COLUMB SC	803-413-3039	SDDV		2	0.00	0.00
10:52a	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
11:03a	INCONI CL	803-787-0674	SDDV		3	0.00	0.00
[redacted]							
11:07a	INCONI CL	803-521-0708	SDDV		3	0.00	0.00
12:00p	COLUMB SC	803-787-0674	SDDV		3	0.00	0.00
[redacted]							
01:43p	INCONI CL	803-553-4422	SDDV		16	0.00	0.00
02:04p	COLUMB SC	803-920-4977	SDDV		14	0.00	0.00
[redacted]							
04:35p	INCONI CL	803-359-2542	SDDV		1	0.00	0.00
[redacted]							
06:00p	INCONI CL	803-787-0674	SDDV		26	0.00	0.00
07:53p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:23p	COLUMB SC	803-556-4422	SDDV		1	0.00	0.00
Friday, 04/25							
10:20a	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
10:34a	COLUMB SC	803-896-6145	SDDV		2	0.00	0.00
[redacted]							
01:10p	INCONI CL	803-783-5178	SDDV		22	0.00	0.00

Plaintiff - 1028

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 04/25							
04:00p	INCONI CL	803-653-4422	SDDV		30	0.00	0.00
Saturday, 04/26							
04:10p	LEXING SC	803-358-6848	SDDV		1	0.00	0.00
[redacted]							
05:19p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
06:51p	DAVIS CA	530-902-7685	SDDV		4	0.00	0.00
Sunday, 04/27							
11:07a	INCONI CL	530-902-7685	SDDV		2	0.00	0.00
[redacted]							
03:24p	DAVIS CA	530-902-7685	SDDV		1	0.00	0.00
[redacted]							
07:09p	COLUMB SC	803-309-2615	SDDV		4	0.00	0.00
Monday, 04/28							
12:24p	COLUMB SC	803-309-2615	SDDV		16	0.00	0.00
12:55p	INCONI CL	803-699-6145	SDDV		3	0.00	0.00
[redacted]							
02:04p	INCONI CL	705-203-4108	SDDV		49	0.00	0.00
[redacted]							
03:06p	COLUMB SC	803-699-6145	SDDV		1	0.00	0.00
03:11p	COLUMB SC	803-699-6161	SDDV		1	0.00	0.00
[redacted]							
08:08p	DAYTON FL	386-679-5814	SDDV		11	0.00	0.00
Tuesday, 04/29							
04:08p	INCONI CL	803-699-6145	SDDV		2	0.00	0.00
04:34p	INCONI CL	803-251-0329	SDDV		7	0.00	0.00
[redacted]							
Wednesday, 04/30							
04:28p	INCONI CL	803-873-7288	SDDV		2	0.00	0.00
06:10p	INCONI CL	803-821-0086	SDDV		1	0.00	0.00
Thursday, 05/01							
[redacted]							
01:15p	INCONI CL	803-734-0113	SDDV		6	0.00	0.00
01:21p	COLUMB SC	803-699-6145	SDDV		5	0.00	0.00
[redacted]							
06:13p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:18p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:19p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:19p	INCONI CL	803-699-3726	SDDV		1	0.00	0.00
00:20p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:22p	COLUMB SC	803-556-3726	SDDV		0	0.00	0.00
06:26p	LEXING SC	803-358-0298	SDDV		2	0.00	0.00
06:42p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
07:03p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
07:27p	COLUMB SC	803-653-4422	SDDV		25	0.00	0.00
07:40p	CALL WAIT	505-919-7041	SDDV	CW	1	0.00	0.00
Friday, 05/02							
10:52a	INCONI CL	803-699-6145	SDDV		3	0.00	0.00
12:16p	LEXING SC	803-808-7370	SDDV		2	0.00	0.00
[redacted]							
01:10p	COLUMB SC	803-699-6145	SDDV		1	0.00	0.00
[redacted]							
03:04p	COLUMB SC	803-699-6145	SDDV		1	0.00	0.00
03:42p	COLUMB SC	803-865-2829	SDDV		8	0.00	0.00
05:28p	INCONI CL	803-699-6422	SDDV		1	0.00	0.00
10:04p	INCONI CL	803-653-4422	SDDV		9	0.00	0.00
11:30p	COLUMB SC	803-653-4422	SDDV		1	0.00	0.00
11:31p	INCONI CL	803-653-4422	SDDV		32	0.00	0.00
Saturday, 05/03							
08:02p	COLUMB SC	803-875-7288	SDDV		1	0.00	0.00
08:16p	FORT M FL	239-246-2230	SDDV		2	0.00	0.00
[redacted]							
Sunday, 05/04							
11:25a	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
05:09p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
08:15p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
08:27p	COLUMB SC	803-707-0674	SDDV		1	0.00	0.00
08:28p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
08:34p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
08:38p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:38p	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
09:15p	INCONI CL	803-556-3726	SDDV		1	0.00	0.00
Monday, 05/05							
10:14a	INCONI CL	803-699-6145	SDDV		2	0.00	0.00
02:28p	INCONI CL	386-679-5814	SDDV		6	0.00	0.00
05:21p	DAYTON FL	386-481-6643	SDDV		1	0.00	0.00
05:58p	COLUMB SC	803-707-0674	SDDV		2	0.00	0.00
Tuesday, 05/06							
03:41p	COLUMB SC	803-251-0130	SDDV		10	0.00	0.00
04:13p	COLUMB SC	803-699-6145	SDDV		2	0.00	0.00
[redacted]							
07:25p	COLUMB SC	803-309-2615	SDDV		0	0.00	0.00
08:02p	COLUMB SC	803-873-7288	SDDV		2	0.00	0.00
Wednesday, 05/07							
10:07a	INCONI CL	803-348-2437	SDDV		2	0.00	0.00
[redacted]							
08:03p	COLUMB SC	803-803-8767	SDDV		2	0.00	0.00
[redacted]							
05:16p	COLUMB SC	803-699-6145	SDDV		2	0.00	0.00
05:17p	CALL WAIT	803-803-8767	SDDV	CW	23	0.00	0.00
[redacted]							
09:38p	COLUMB SC	803-309-2615	SDDV		4	0.00	0.00
09:39p	COLUMB SC	803-238-1260	SDDV		1	0.00	0.00
09:41p	LEXING SC	803-358-0848	SDDV		2	0.00	0.00
07:31p	INCONI CL	803-238-1260	SDDV		1	0.00	0.00
08:19p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Thursday, 05/08							
[redacted]							

Plaintiff - 1029

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 05/08							
[redacted]							
03:46p	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
05:28p	INCOMI CL	803-908-2816	SDDV		4	0.00	0.00
06:04p	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
06:08p	LEXING SC	803-359-1030	SDDV		1	0.00	0.00
06:10p	COLUMB SC	803-309-2816	SDDV		1	0.00	0.00
06:11p	COLUMB SC	803-446-6740	SDDV		1	0.00	0.00
06:20p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
11:20p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
11:28p	FORT M FL	239-248-2230	SDDV		1	0.00	0.00
Friday, 05/09							
08:28a	COLUMB SC	803-556-3728	SDDV		5	0.00	0.00
06:33p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
08:34p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
Saturday, 05/10							
04:58p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:59p	ANDERS SC	864-934-6671	SDDV		2	0.00	0.00
10:30p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
10:31p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
10:31p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
10:32p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Sunday, 05/11							
08:38p	COLUMB SC	803-556-3728	SDDV		25	0.00	0.00
Monday, 05/12							
09:51a	COLUMB SC	803-254-3230	SDDV		2	0.00	0.00
09:53a	COLUMB SC	803-254-3230	SDDV		2	0.00	0.00
10:04a	COLUMB SC	803-309-5145	SDDV		1	0.00	0.00
11:51a	INCOMI CL	803-254-3230	SDDV		2	0.00	0.00
11:54a	COLUMB SC	803-366-5145	SDDV		2	0.00	0.00
03:22p	INCOMI CL	803-254-3230	SDDV		1	0.00	0.00
[redacted]							
05:05p	COLUMB SC	803-309-5145	SDDV		1	0.00	0.00
06:20p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Tuesday, 05/13							
11:33a	INCOMI CL	803-254-3230	SDDV		3	0.00	0.00
01:37p	INCOMI CL	803-366-5145	SDDV		2	0.00	0.00
03:26p	LEXING SC	803-359-2116	SDDV		2	0.00	0.00
03:53p	INCOMI CL	803-359-1953	SDDV		1	0.00	0.00
03:57p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
09:39p	COLUMB SC	803-466-6116	SDDV		20	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 05/14							
[redacted]							
10:17a	COLUMB SC	803-767-0674	SDDV		7	0.00	0.00
[redacted]							
10:31a	COLUMB SC	803-212-6222	SDDV		1	0.00	0.00
10:31a	COLUMB SC	803-212-6222	SDDV		2	0.00	0.00
10:33a	DAYTON FL	386-679-5814	SDDV		20	0.00	0.00
[redacted]							
03:09p	INCOMI CL	803-359-2161	SDDV		1	0.00	0.00
03:52p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
04:03p	COLUMB SC	803-360-0505	SDDV		2	0.00	0.00
[redacted]							
Thursday, 05/15							
08:40a	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
09:16a	COLUMB SC	803-620-4877	SDDV		36	0.00	0.00
10:13a	INCOMI CL	386-451-6843	SDDV		24	0.00	0.00
11:50a	LEXING SC	803-356-1007	SDDV		1	0.00	0.00
11:51a	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
12:07p	COLUMB SC	803-366-5145	SDDV		1	0.00	0.00
12:28p	COLUMB SC	803-600-5145	SDDV		1	0.00	0.00
[redacted]							
01:02p	INCOMI CL	803-603-4422	SDDV		33	0.00	0.00
[redacted]							
08:13p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
08:15p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
Friday, 05/16							
10:02a	INCOMI CL	386-679-5814	SDDV		1	0.00	0.00
10:32a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:53p	DAYTON FL	386-679-5814	SDDV		3	0.00	0.00
08:18p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
Saturday, 05/17							
11:20a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:20a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:20a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:21a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:21a	CALL WAIT	803-767-0674	SDDV	CW	1	0.00	0.00
11:30a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
11:32a	DAYTON FL	386-451-6843	SDDV		1	0.00	0.00
11:43a	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
11:44a	DAYTON FL	386-451-6843	SDDV		1	0.00	0.00
11:53a	DAYTON FL	386-679-5814	SDDV		3	0.00	0.00
[redacted]							
Subtotal					1,671	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

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[redacted]

Data Detail

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 04/18					
07:54p	Rcvd	303-920-1283	Text Message	UNLMSG	0.00
07:55p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:56p	Sent	303-422-0980	Text Message	UNLMSG	0.00
07:59p	Sent	303-920-1283	Text Message	UNLMSG	0.00
07:59p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Sunday, 04/20					
04:33p	Rcvd	303-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
Monday, 04/21					
[redacted]					
Wednesday, 04/23					
08:35p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:38p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
08:38p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:41p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
08:41p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:42p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:42p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:42p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
08:43p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
08:44p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:45p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:09p	Sent	303-481-5639	Text Message	UNLMSG	0.00
09:13p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:52p	Sent	303-481-5639	Text Message	UNLMSG	0.00
09:56p	Rcvd	303-481-5639	Text Message	UNLMSG	0.00
Thursday, 04/24					
12:38p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:40p	Sent	303-553-4422	Text Message	UNLMSG	0.00
02:03p	Sent	303-920-4077	Text Message	UNLMSG	0.00
02:24p	Rcvd	303-920-4077	Text Message	UNLMSG	0.00
02:26p	Sent	303-920-4077	Text Message	UNLMSG	0.00
02:28p	Sent	303-920-4077	Text Message	UNLMSG	0.00
09:22p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:29p	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:30p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:15p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:15p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:16p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:16p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Friday, 04/25					
08:58a	Sent	303-553-4422	Text Message	UNLMSG	0.00
09:21a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:22a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:22a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:26a	Sent	303-553-4422	Text Message	UNLMSG	0.00
09:36a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Sunday, 04/27					
[redacted]					

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 04/27					
12:14p	Sent	303-481-5639	Text Message	UNLMSG	0.00
Monday, 04/28					
06:30p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
06:38p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
06:53p	Sent	561-543-8276	Text Message	UNLMSG	0.00
07:57p	Rcvd	561-674-4342	Text Message	UNLMSG	0.00
07:59p	Sent	616-855-1400	MTN TEXT MESSAG	UNLMSG	0.00
07:59p	Sent	561-543-8276	Text Message	UNLMSG	0.00
07:59p	Sent	561-674-4342	Text Message	UNLMSG	0.00
08:07p	Rcvd	561-674-4342	Text Message	UNLMSG	0.00
08:25p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:35p	Sent	561-543-8276	Text Message	UNLMSG	0.00
09:40p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
09:40p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
09:40p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:32p	Sent	561-543-8276	Text Message	UNLMSG	0.00
Tuesday, 04/29					
07:56a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:47a	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:54a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:56a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
09:46a	Sent	561-543-8276	Text Message	UNLMSG	0.00
04:41p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
06:47p	Rcvd	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
08:30p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
09:36p	Rcvd	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Thursday, 05/01					
08:02p	Sent	303-553-4422	Text Message	UNLMSG	0.00
08:21p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:21p	Sent	303-553-4422	Text Message	UNLMSG	0.00
08:22p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:22p	Sent	303-553-4422	Text Message	UNLMSG	0.00
08:22p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	303-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
Friday, 05/02					
07:04p	Rcvd	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
07:05p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
08:29p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:29p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:29p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:04p	Sent	303-553-4422	Text Message	UNLMSG	0.00
Saturday, 05/03					
04:17p	Rcvd	303-309-2615	Text Message	UNLMSG	0.00
05:42p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
05:44p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
05:44p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG	0.00
Sunday, 05/04					
01:18a	Rcvd	239-246-2230	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
05:44p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:04p	Sent	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
08:04p	Sent	303-481-5639	Text Message	UNLMSG	0.00
08:05p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00

Plaintiff - 1031

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 05/04					
06:15p	Sent	630-802-7685	Text Message	UNLMSG	0.00
06:15p	Sent	603-461-5630	Text Message	UNLMSG	0.00
[redacted]					
06:15p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
07:37p	Rcvd	603-556-3726	Text Message	UNLMSG	0.00
08:43p	Sent	603-556-3726	Text Message	UNLMSG	0.00
Monday, 05/05					
06:32p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
06:38p	Sent	630-802-7685	Text Message	UNLMSG	0.00
06:38p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
Tuesday, 05/06					
05:31p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
00:37p	Sent	561-543-8276	Text Message	UNLMSG	0.00
06:42p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
[redacted]					
07:23p	Sent	630-802-7685	Text Message	UNLMSG	0.00
07:23p	Sent	603-461-5630	Text Message	UNLMSG	0.00
07:25p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
Wednesday, 05/07					
07:41a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
09:19a	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:42a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:50a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
08:53a	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:54a	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:54a	Sent	561-543-8276	Text Message	UNLMSG	0.00
10:08a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
10:08a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
10:08a	Sent	561-543-8276	Text Message	UNLMSG	0.00
10:10a	Sent	561-543-8276	Text Message	UNLMSG	0.00
10:11a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
10:13a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
10:20a	Sent	561-543-8276	Text Message	UNLMSG	0.00
10:20a	Sent	561-543-8276	Text Message	UNLMSG	0.00
10:21a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:28a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:29a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:29a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:29a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:29a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:29a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:30a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:31a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:31a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:32a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:37a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:37a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:37a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 05/07					
11:38a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:40a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:40a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:40a	Sent	561-543-8276	Text Message	UNLMSG	0.00
11:40a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:40a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:42a	Sent	561-543-8276	Text Message	UNLMSG	0.00
08:42p	Rcvd	843-557-7607	Text Message	UNLMSG	0.00
07:28p	Sent	843-557-7607	Text Message	UNLMSG	0.00
07:30p	Sent	843-557-7607	Text Message	UNLMSG	0.00
07:30p	Rcvd	843-557-7607	Text Message	UNLMSG	0.00
07:40p	Sent	843-557-7607	Text Message	UNLMSG	0.00
07:41p	Rcvd	843-557-7607	Text Message	UNLMSG	0.00
07:54p	Sent	843-557-7607	Text Message	UNLMSG	0.00
08:05p	Rcvd	843-557-7607	Text Message	UNLMSG	0.00
08:07p	Sent	843-557-7607	Text Message	UNLMSG	0.00
08:09p	Rcvd	843-557-7607	Text Message	UNLMSG	0.00
08:09p	Sent	843-557-7607	Text Message	UNLMSG	0.00
06:46p	Sent	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
00:33p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
Thursday, 05/08					
02:05p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:13p	Sent	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:44p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:46p	Sent	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:49p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:49p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:50p	Sent	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
02:53p	Rcvd	603-373-7288	MTN TEXT MESSAG	UNLMSG	0.00
[redacted]					
07:10p	Rcvd	630-802-7685	Text Message	UNLMSG	0.00
07:31p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
07:34p	Sent	603-448-9740	Text Message	UNLMSG	0.00
07:42p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
07:42p	Sent	603-448-9740	Text Message	UNLMSG	0.00
07:43p	Sent	603-448-9740	Text Message	UNLMSG	0.00
07:43p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
07:46p	Sent	603-448-9740	Text Message	UNLMSG	0.00
07:46p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
07:50p	Sent	603-448-9740	Text Message	UNLMSG	0.00
08:16p	Rcvd	603-448-9740	Text Message	UNLMSG	0.00
08:19p	Sent	603-448-9740	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 05/08					
08:19p	Sent	803-446-9740	Text Message	UNLMSG	0.00
08:19p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
08:19p	Sent	803-446-9740	Text Message	UNLMSG	0.00
08:20p	Sent	803-446-9740	Text Message	UNLMSG	0.00
08:20p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
08:21p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
08:21p	Sent	803-446-9740	Text Message	UNLMSG	0.00
08:22p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
Friday, 05/09					
[redacted]			Text Message	UNLMSG	0.00
09:35a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:37a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:40a	Sent	530-902-7685	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
09:41a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Sunday, 05/11					
11:06a	Rcvd	803-806-3707	Text Message	UNLMSG	0.00
11:25a	Sent	803-806-3707	Text Message	UNLMSG	0.00
Monday, 05/12					
10:08a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:08a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:08a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:08a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:10a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:10a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:10a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:11a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:13a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:13a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:13a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:13a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:41a	Rcvd	803-349-2437	RTN TEXT MESSAG	UNLMSG	0.00
02:13p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
02:13p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
02:14p	Sent	803-461-5639	Text Message	UNLMSG	0.00
02:14p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
08:20p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:30p	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:30p	Sent	803-461-5639	Text Message	UNLMSG	0.00
09:36p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:36p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:42p	Sent	803-461-5639	Text Message	UNLMSG	0.00
10:44p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
10:51p	Sent	803-461-5639	Text Message	UNLMSG	0.00
10:52p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
Tuesday, 05/13					
12:20p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
12:29p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
12:31p	Sent	803-920-4677	Text Message	UNLMSG	0.00
12:39p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
12:39p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
12:40p	Sent	803-920-4677	Text Message	UNLMSG	0.00
12:47p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
02:20p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:21p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:21p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:35p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:35p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:35p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:35p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:35p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:36p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:39p	Sent	803-553-4422	Text Message	UNLMSG	0.00
Wednesday, 05/14					
09:35a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:28a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:29a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:30a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:31a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:33a	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:33a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:29a	Sent	530-902-7685	Text Message	UNLMSG	0.00
12:34p	Sent	530-902-7685	Text Message	UNLMSG	0.00
12:37p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
12:41p	Sent	530-902-7685	Text Message	UNLMSG	0.00
12:41p	Sent	530-902-7685	Text Message	UNLMSG	0.00
12:42p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
12:42p	Sent	530-902-7685	Text Message	UNLMSG	0.00
03:12p	Sent	803-920-4677	Text Message	UNLMSG	0.00
03:12p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
03:13p	Rcvd	803-920-4677	Text Message	UNLMSG	0.00
03:13p	Sent	530-902-7685	Text Message	UNLMSG	0.00
03:13p	Sent	803-920-4677	Text Message	UNLMSG	0.00
08:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:54p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:55p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:55p	Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:11p	Sent	803-553-4422	Text Message	UNLMSG	0.00
07:13p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:43p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:58p	Sent	530-902-7685	Text Message	UNLMSG	0.00
10:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:14p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:20p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Thursday, 05/15					
[redacted]					

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 05/10					
[redacted]					
10:03a	Rcvd	303-929-4677	Text Message	UNLMSG	0.00
10:03a	Sent	303-920-4677	Text Message	UNLMSG	0.00
11:57a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:58a	Sent	303-553-4422	Text Message	UNLMSG	0.00
11:58a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
12:00p	Sent	303-553-4422	Text Message	UNLMSG	0.00
12:00p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:50p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:50p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:50p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:51p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:28p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:30p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:30p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:31p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:31p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:31p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:31p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:32p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:32p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:33p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:34p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:34p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:35p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:12p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:18p	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:53p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:53p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:43p	Sent	303-553-4422	Text Message	UNLMSG	0.00
11:44p	Sent	303-553-4422	Text Message	UNLMSG	0.00
11:44p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:45p	Sent	303-553-4422	Text Message	UNLMSG	0.00
11:45p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Friday, 05/16					
10:49a	Rcvd	303-920-4677	Text Message	UNLMSG	0.00
11:34a	Sent	303-920-4677	Text Message	UNLMSG	0.00
11:38a	Rcvd	303-920-4077	Text Message	UNLMSG	0.00
11:48a	Sent	303-920-4677	Text Message	UNLMSG	0.00
Saturday, 05/17					
07:48p	Rcvd	530-902-7686	Text Message	UNLMSG	0.00
Text Messages					
Saturday, 05/17					
09:06p	Sent	530-902-7686	Text Message	UNLMSG	0.00
09:14p	Rcvd	530-902-7686	Text Message	UNLMSG	0.00
09:15p	Sent	530-902-7686	Text Message	UNLMSG	0.00
09:16p	Rcvd	530-902-7686	Text Message	UNLMSG	0.00
09:17p	Sent	530-902-7686	Text Message	UNLMSG	0.00
09:20p	Rcvd	530-902-7686	Text Message	UNLMSG	0.00
09:21p	Sent	530-902-7686	Text Message	UNLMSG	0.00
09:22p	Rcvd	530-902-7686	Text Message	UNLMSG	0.00
Subtotal for Text Messages: 340					0.00
Data Plans					
Thursday, 04/17					
10:52p		Data Transfer	61KB	SDGSGB	0.00
Friday, 04/18					
07:41a		Data Transfer	105,184KB	SDGGGB	0.00
02:59p		Data Transfer	185KB	SDGGGB	0.00
Saturday, 04/19					
12:30p		Data Transfer	117,179KB	SDGGGB	0.00
12:41p		Data Transfer	74,089KB	SDGGGB	0.00
12:48p		Data Transfer	109,339KB	SDGGGB	0.00
12:58p		Data Transfer	97,656KB	SDGGGB	0.00
01:07p		Data Transfer	92,485KB	SDGGGB	0.00
01:15p		Data Transfer	127,206KB	SDGGGB	0.00
01:26p		Data Transfer	117,080KB	SDGGGB	0.00
01:36p		Data Transfer	94,115KB	SDGGGB	0.00
01:45p		Data Transfer	78,106KB	SDGGGB	0.00
01:54p		Data Transfer	58,316KB	SDGGGB	0.00
02:03p		Data Transfer	117,097KB	SDGGGB	0.00
02:13p		Data Transfer	97,624KB	SDGGGB	0.00
02:22p		Data Transfer	93,699KB	SDGGGB	0.00
02:32p		Data Transfer	58,550KB	SDGGGB	0.00
02:40p		Data Transfer	22,262KB	SDGGGB	0.00
02:48p		Data Transfer	2,121KB	SDGGGB	0.00
02:50p		Data Transfer	1,708KB	SDGGGB	0.00
03:03p		Data Transfer	185KB	SDGGGB	0.00
03:41p		Data Transfer	147KB	SDGGGB	0.00
04:20p		Data Transfer	627KB	SDGGGB	0.00
04:38p		Data Transfer	16,887KB	SDGGGB	0.00
04:43p		Data Transfer	7,802KB	SDGGGB	0.00
04:62p		Data Transfer	28,865KB	SDGGGB	0.00
05:11p		Data Transfer	10,393KB	SDGGGB	0.00
05:26p		Data Transfer	7,192KB	SDGGGB	0.00
05:55p		Data Transfer	3,038KB	SDGGGB	0.00
06:06p		Data Transfer	525KB	SDGGGB	0.00
06:18p		Data Transfer	2,879KB	SDGGGB	0.00
06:32p		Data Transfer	11,043KB	SDGGGB	0.00
06:61p		Data Transfer	29,468KB	SDGGGB	0.00
07:44p		Data Transfer	16,204KB	SDGGGB	0.00
07:46p		Data Transfer	20,401KB	SDGGGB	0.00
07:51p		Data Transfer	117,130KB	SDGGGB	0.00
07:58p		Data Transfer	89,068KB	SDGGGB	0.00
08:02p		Data Transfer	68,695KB	SDGGGB	0.00

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Data Detail - Continued

Time	To/From	Type/Unit		Rate Code	
Data Plans					
Saturday, 04/19					
08:09p	Data Transfer	39,081KB	SDG6GB	0.00	
08:13p	Data Transfer	39,058KB	SDG6GB	0.00	
09:17p	Data Transfer	10,660KB	SDG6GB	0.00	
10:11p	Data Transfer	14,502KB	SDG6GB	0.00	
11:11p	Data Transfer	21,524KB	SDG6GB	0.00	
Sunday, 04/20					
12:11p	Data Transfer	630KB	SDG6GB	0.00	
Monday, 04/21					
08:58a	Data Transfer	9,913KB	SDG6GB	0.00	
11:58a	Data Transfer	671KB	SDG6GB	0.00	
04:58p	Data Transfer	388KB	SDG6GB	0.00	
08:58p	Data Transfer	16KB	SDG6GB	0.00	
Tuesday, 04/22					
07:17a	Data Transfer	5,756KB	SDG6GB	0.00	
12:02p	Data Transfer	4,674KB	SDG6GB	0.00	
01:12p	Data Transfer	3,474KB	SDG6GB	0.00	
03:26p	Data Transfer	4,185KB	SDG6GB	0.00	
04:17p	Data Transfer	329KB	SDG6GB	0.00	
Wednesday, 04/23					
08:20a	Data Transfer	48,121KB	SDG6GB	0.00	
11:27a	Data Transfer	1,894KB	SDG6GB	0.00	
12:53p	Data Transfer	247KB	SDG6GB	0.00	
04:12p	Data Transfer	119KB	SDG6GB	0.00	
06:56p	Data Transfer	2,232KB	SDG6GB	0.00	
07:44p	Data Transfer	164KB	SDG6GB	0.00	
09:11p	Data Transfer	425KB	SDG6GB	0.00	
11:11p	Data Transfer	14KB	SDG6GB	0.00	
Thursday, 04/24					
12:11a	Data Transfer	315KB	SDG6GB	0.00	
12:23a	Data Transfer	6,266KB	SDG6GB	0.00	
01:49a	Data Transfer	269KB	SDG6GB	0.00	
07:38a	Data Transfer	79KB	SDG6GB	0.00	
10:30a	Data Transfer	341KB	SDG6GB	0.00	
11:13a	Data Transfer	10,563KB	SDG6GB	0.00	
05:13p	Data Transfer	270KB	SDG6GB	0.00	
Friday, 04/25					
05:50a	Data Transfer	23KB	SDG6GB	0.00	
08:56a	Data Transfer	160KB	SDG6GB	0.00	
10:42a	Data Transfer	1,266KB	SDG6GB	0.00	
Saturday, 04/26					
09:02a	Data Transfer	671KB	SDG6GB	0.00	
09:02p	Data Transfer	6,365KB	SDG6GB	0.00	
Sunday, 04/27					
12:27p	Data Transfer	6,373KB	SDG6GB	0.00	
01:02p	Data Transfer	10,408KB	SDG6GB	0.00	
09:47p	Data Transfer	824KB	SDG6GB	0.00	
05:02p	Data Transfer	28KB	SDG6GB	0.00	
09:02p	Data Transfer	163KB	SDG6GB	0.00	

Time	To/From	Type/Unit		Rate Code	
Data Plans					
Monday, 04/28					
07:16a	Data Transfer	299KB	SDG6GB	0.00	
02:15p	Data Transfer	260KB	SDG6GB	0.00	
04:00p	Data Transfer	620KB	SDG6GB	0.00	
Tuesday, 04/29					
08:34a	Data Transfer	1,413KB	SDG6GB	0.00	
03:57p	Data Transfer	117KB	SDG6GB	0.00	
04:08p	Data Transfer	196KB	SDG6GB	0.00	
04:34p	Data Transfer	29KB	SDG6GB	0.00	
06:34p	Data Transfer	3,157KB	SDG6GB	0.00	
Wednesday, 04/30					
05:34a	Data Transfer	21,280KB	SDG6GB	0.00	
01:26p	Data Transfer	619KB	SDG6GB	0.00	
01:34p	Data Transfer	178KB	SDG6GB	0.00	
03:07p	Data Transfer	120KB	SDG6GB	0.00	
06:11p	Data Transfer	510KB	SDG6GB	0.00	
Thursday, 05/01					
10:03a	Data Transfer	579KB	SDG6GB	0.00	
11:14a	Data Transfer	173KB	SDG6GB	0.00	
12:03p	Data Transfer	177KB	SDG6GB	0.00	
03:03p	Data Transfer	60KB	SDG6GB	0.00	
03:50p	Data Transfer	2,158KB	SDG6GB	0.00	
03:50p	Data Transfer	39KB	SDG6GB	0.00	
04:03p	Data Transfer	697KB	SDG6GB	0.00	
04:11p	Data Transfer	30,316KB	SDG6GB	0.00	
Friday, 05/02					
07:59a	Data Transfer	5,529KB	SDG6GB	0.00	
09:59a	Data Transfer	6,835KB	SDG6GB	0.00	
03:35p	Data Transfer	1,980KB	SDG6GB	0.00	
03:42p	Data Transfer	89KB	SDG6GB	0.00	
03:59p	Data Transfer	14KB	SDG6GB	0.00	
05:45p	Data Transfer	456KB	SDG6GB	0.00	
11:45p	Data Transfer	2,249KB	SDG6GB	0.00	
Saturday, 05/03					
08:04p	Data Transfer	201KB	SDG6GB	0.00	
Sunday, 05/04					
09:17a	Data Transfer	232KB	SDG6GB	0.00	
02:17p	Data Transfer	2,129KB	SDG6GB	0.00	
06:17p	Data Transfer	10,836KB	SDG6GB	0.00	
09:17p	Data Transfer	26KB	SDG6GB	0.00	
09:44p	Data Transfer	265KB	SDG6GB	0.00	
Monday, 05/05					
07:58a	Data Transfer	1,348KB	SDG6GB	0.00	
10:16a	Data Transfer	140KB	SDG6GB	0.00	
02:32p	Data Transfer	185KB	SDG6GB	0.00	
03:28p	Data Transfer	764KB	SDG6GB	0.00	
04:29p	Data Transfer	2,790KB	SDG6GB	0.00	
05:22p	Data Transfer	304KB	SDG6GB	0.00	
08:21p	Data Transfer	130KB	SDG6GB	0.00	
Tuesday, 05/06					
07:16a	Data Transfer	2,894KB	SDG6GB	0.00	
05:06p	Data Transfer	1KB	SDG6GB	0.00	
05:15p	Data Transfer	15KB	SDG6GB	0.00	
06:29p	Data Transfer	67KB	SDG6GB	0.00	
07:31p	Data Transfer	24KB	SDG6GB	0.00	

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Tuesday, 05/06				
08:04p	Data Transfer	143KB	SDG6GB	0.00
Wednesday, 05/07				
08:02a	Data Transfer	66KB	SDG6GB	0.00
10:06a	Data Transfer	109KB	SDG6GB	0.00
12:16p	Data Transfer	6,794KB	SDG6GB	0.00
04:16p	Data Transfer	371KB	SDG6GB	0.00
05:00p	Data Transfer	10KB	SDG6GB	0.00
05:17p	Data Transfer	13KB	SDG6GB	0.00
05:18p	Data Transfer	1KB	SDG6GB	0.00
05:33p	Data Transfer	2,640KB	SDG6GB	0.00
07:33p	Data Transfer	19,684KB	SDG6GB	0.00
08:33p	Data Transfer	180KB	SDG6GB	0.00
Thursday, 05/08				
10:33a	Data Transfer	23,627KB	SDG6GB	0.00
04:33p	Data Transfer	447KB	SDG6GB	0.00
08:33p	Data Transfer	96KB	SDG6GB	0.00
08:38p	Data Transfer	620KB	SDG6GB	0.00
08:44p	Data Transfer	200KB	SDG6GB	0.00
07:33p	Data Transfer	8,821KB	SDG6GB	0.00
10:33p	Data Transfer	2,171KB	SDG6GB	0.00
Friday, 05/09				
09:32a	Data Transfer	209KB	SDG6GB	0.00
11:28a	Data Transfer	165KB	SDG6GB	0.00
03:28p	Data Transfer	75KB	SDG6GB	0.00
08:34p	Data Transfer	382KB	SDG6GB	0.00
Saturday, 05/10				
12:50a	Data Transfer	252KB	SDG6GB	0.00
12:59a	Data Transfer	158KB	SDG6GB	0.00
02:05p	Data Transfer	1KB	SDG6GB	0.00
04:59p	Data Transfer	378KB	SDG6GB	0.00
05:16p	Data Transfer	133KB	SDG6GB	0.00
07:13p	Data Transfer	69KB	SDG6GB	0.00
07:59p	Data Transfer	614KB	SDG6GB	0.00
08:59p	Data Transfer	11,618KB	SDG6GB	0.00
10:11p	Data Transfer	7,196KB	SDG6GB	0.00
10:19p	Data Transfer	1,140KB	SDG6GB	0.00
10:33p	Data Transfer	16KB	SDG6GB	0.00
11:32p	Data Transfer	127KB	SDG6GB	0.00
Sunday, 05/11				
06:55a	Data Transfer	2,871KB	SDG6GB	0.00
09:55a	Data Transfer	20,326KB	SDG6GB	0.00
11:38a	Data Transfer	97,743KB	SDG6GB	0.00
03:10p	Data Transfer	16,831KB	SDG6GB	0.00
08:58p	Data Transfer	132KB	SDG6GB	0.00
Monday, 05/12				
05:56a	Data Transfer	586KB	SDG6GB	0.00
10:37a	Data Transfer	9,313KB	SDG6GB	0.00
03:59p	Data Transfer	3,160KB	SDG6GB	0.00
11:58p	Data Transfer	97KB	SDG6GB	0.00
Tuesday, 05/13				
01:59a	Data Transfer	45KB	SDG6GB	0.00
12:33p	Data Transfer	77KB	SDG6GB	0.00
01:39p	Data Transfer	11,482KB	SDG6GB	0.00
04:38p	Data Transfer	2,284KB	SDG6GB	0.00
05:04p	Data Transfer	217KB	SDG6GB	0.00
Wednesday, 05/14				
01:17p	Data Transfer	15,341KB	SDG6GB	0.00
06:01p	Data Transfer	631KB	SDG6GB	0.00
08:31p	Data Transfer	3,850KB	SDG6GB	0.00
08:34p	Data Transfer	2,234KB	SDG6GB	0.00
08:39p	Data Transfer	3,262KB	SDG6GB	0.00
08:48p	Data Transfer	156KB	SDG6GB	0.00
07:01p	Data Transfer	16KB	SDG6GB	0.00
11:01p	Data Transfer	167KB	SDG6GB	0.00
Thursday, 05/15				
07:01a	Data Transfer	71KB	SDG6GB	0.00
08:50a	Data Transfer	57KB	SDG6GB	0.00
09:52a	Data Transfer	59KB	SDG6GB	0.00
10:16a	Data Transfer	38KB	SDG6GB	0.00
10:36a	Data Transfer	49KB	SDG6GB	0.00
11:36a	Data Transfer	15KB	SDG6GB	0.00
11:50a	Data Transfer	277KB	SDG6GB	0.00
12:29p	Data Transfer	730KB	SDG6GB	0.00
04:29p	Data Transfer	10,896KB	SDG6GB	0.00
08:15p	Data Transfer	1,956KB	SDG6GB	0.00
10:15p	Data Transfer	208KB	SDG6GB	0.00
Friday, 05/16				
10:03a	Data Transfer	13KB	SDG6GB	0.00
10:32a	Data Transfer	418KB	SDG6GB	0.00
11:48a	Data Transfer	9,954KB	SDG6GB	0.00
03:32p	Data Transfer	366KB	SDG6GB	0.00
08:53p	Data Transfer	10,604KB	SDG6GB	0.00
08:13p	Data Transfer	7KB	SDG6GB	0.00
Subtotal for Data Plans:		2,520,256KB		0.00
Subtotal for KB's:		2,520,256KB		0.00

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Monday, 04/28				
07:50p	Rcvd 561-543-8270	Plot Video MSG	UNLMSG	0.00
Saturday, 05/03				
05:43p	Rcvd 603-873-7238	Plot Video MSG	UNLMSG	0.00
Sunday, 05/04				
05:24p	Rcvd 630-802-7689	Plot Video MSG	UNLMSG	0.00
Monday, 05/05				
06:08p	Sent 630-802-7689	Plot Video MSG	UNLMSG	0.00
Thursday, 05/08				
[redacted]				
01:47p	Sent 603-873-7205	Plot Video MSG	UNLMSG	0.00
01:57p	Sent 603-873-7205	Plot Video MSG	UNLMSG	0.00

Plaintiff - 1036

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Wednesday, 05/14				
08:36p Sent	608-481-5639	Plct Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 8				0.00
Total Data Detail				0.00

Rate Code:
SDDSHB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

Plaintiff - 1037

at&t

KERRY PAUL [redacted]

Page: 1 of 3
Bill Cycle Date: 05/18/14 - 06/17/14
Account: [redacted]
Foundation Account:

Visit us online at: www.att.com

Wireless Statement

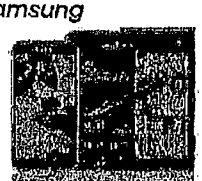
Bill Summary

Previous Balance	$159.28
Payment - 06/10 - Thank You!	$159.28CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.88
Amount to be Debited	**$159.88**

Your Credit Card will be Debited on or after Jul 10, 2014

Get all the latest smartphones, like the new Samsung Galaxy S®5!

Add a line and start connecting.



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Service Summary

Service	Page	Total
Wireless		$159.88
[redacted]	1	
[redacted] $118.19	2	
Total New Charges		**$159.88**

Wireless

Group 1 - Data Summary - May 18 thru Jun 17

Mobile Share 6GB with Unlimited Talk & Text - includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	683
	3,367
Total	4,050

[redacted]

Mobile Share for iPhone - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

How to Contact Us:
For questions about your account: 1 800 331-0500
or Bill from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For important information about your bill, please see the **News You Can Use** section (Page 3).

Wireless Services provided by AT&T Mobility, LLC

Your Credit Card will be Debited on or after: Jul 10, 2014 $159.88

at&t

Account Number [redacted]

KERRY PAUL

AT&T MOBILITY
PO Box 537104
Atlanta, GA 30353-7104

9260053412472756700000000015984000000015984000 2

Plaintiff - 1038

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[redacted]

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jun 18 thru Jul 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	136
Night & Weekend Minutes	
Minutes Used	135

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	905
Mobile Share 6GB with Unlimited Talk & Text	
Individual MB Used	683

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.86
5. Municipal Business License Surcharge	0.39
6. Regulatory Cost Recovery Charge	0.52
Total Surcharges and Other Fees	3.38

Government Fees and Taxes

7. 911 Service Fee	0.02
8. County Sales Tax - Telecom	0.39
9. SC State Sales Tax - Telecom	2.30
Total Government Fees and Taxes	3.31

Total Other Charges & Credits	**6.69**
[redacted]	**41.69**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jun 18 thru Jul 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	1,816
Night & Weekend Minutes	
Minutes Used	247

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	852
Mobile Share 6GB with Unlimited Talk & Text	
Included in Plan MB	6,144
Individual MB Used	3,367
Others in Group MB Used	683

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.86
7. Municipal Business License Surcharge	0.39
8. Regulatory Cost Recovery Charge	0.52
Total Surcharges and Other Fees	3.38

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#RWNJSZT
#0539412472756769#

Plaintiff - 1039

[redacted]

Other Charges and Credits - Continued

Government Fees and Taxes	
9. 911 Service Fee	0.62
10. County Sales Tax - Telecom	0.39
11. SC State Sales Tax - Telecom	2.30
Total Government Fees and Taxes	3.31
Total Other Charges & Credits	**6.69**
Total for 803 727-6566	**118.19**
Total for Wireless accounts	**159.88**

News You Can Use

MOVING SOON?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed Internet and Digital TV services. 800-MOVE-ATT (800-668-3288) or visit www.att.com/move.

ALL THE LATEST SMARTPHONES. ALL AT AT&T!
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NEVER MISS A STORY
With www.att.net you never have to miss an interesting story, or search for it later. Simply select any news story or lifestyle article, including recipes, to put into "My Saves" and read it at your convenience from desktop, smartphone or tablet. Visit www.att.net, sign-in and create list.

MOBILITY ADMINISTRATIVE FEE
Effective June 22, 2014, the Administrative Fee will be $0.61 per line per month for Corporate Responsibility User lines. For more information about the Administrative Fee, please visit www.att.com/additionalcharges.

Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

WRITTEN CORRESPONDENCE
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, PO Box 755, Atwater, CA 95301-0755.

Plaintiff - 1040

SDQ8GB = Mobile Share 8GB with Unlimited [illegible]
UNLMSG = Mobile Share Messaging

[redacted]

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Sunday, 05/18							
10:14a	INCONI CL	803-348-2437	SDDV		1	0.00	0.00
03:32p	COLUMB SC	803-787-0874	SDDV		1	0.00	0.00
Monday, 05/19							
[redacted]							
10:14a	COLUMB SC	803-808-6146	SDDV		6	0.00	0.00
10:56a	COLUMB SC	803-673-7288	SDDV		2	0.00	0.00
10:58a	COLUMB SC	803-808-6146	SDDV		2	0.00	0.00
[redacted]							

Plaintiff - 1041

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 05/19							
03:19p	COLUMB SC	803-866-5145	SDDV		1	0.00	0.00
06:18p	INCOMI CL	803-617-6582	SDDV		11	0.00	0.00
07:28p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
07:28p	COLUMB SC	803-309-2816	SDDV		2	0.00	0.00
07:32p	COLUMB SC	803-461-6839	SDDV		11	0.00	0.00
08:08p	INCOMI CL	803-673-7288	SDDV		6	0.00	0.00
Tuesday, 05/20							
08:00a	COLUMB SC	803-787-0674	SDDV		4	0.00	0.00
08:06a	COLUMB SC	803-312-2166	SDDV		1	0.00	0.00
09:22a	INCOMI CL	803-866-5145	SDDV		4	0.00	0.00
11:18a	INCOMI CL	336-451-8843	SDDV		1	0.00	0.00
11:18a	INCOMI CL	803-553-4422	SDDV		11	0.00	0.00
11:17a	CALL WAIT	336-451-8843	SDDV	CW	1	0.00	0.00
11:21a	CALL WAIT	803-735-8639	SDDV	CW	2	0.00	0.00
11:41a	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
11:42a	COLUMB SC	803-553-4422	SDDV		20	0.00	0.00
01:18p	LEXING SC	803-785-8536	SDDV		1	0.00	0.00
01:20p	COLUMB SC	803-866-5145	SDDV		9	0.00	0.00
01:30p	COLUMB SC	803-309-1067	SDDV		2	0.00	0.00
[redacted]							
02:03p	COLUMB SC	803-309-1067	SDDV		4	0.00	0.00
03:42p	INCOMI CL	336-451-8843	SDDV		1	0.00	0.00
03:44p	DAYTON FL	336-451-8843	SDDV		2	0.00	0.00
03:45p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:50p	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
03:51p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
05:52p	DAYTON FL	803-451-8843	SDDV		1	0.00	0.00
[redacted]							
08:30p	LEXING SC	803-957-8787	SDDV		1	0.00	0.00
08:37p	INCOMI CL	803-957-8787	SDDV		6	0.00	0.00
Wednesday, 05/21							
09:44a	INCOMI CL	803-735-8536	SDDV		2	0.00	0.00
11:19a	INCOMI CL	803-866-5145	SDDV		1	0.00	0.00
04:20p	COLUMB SC	803-866-5145	SDDV		1	0.00	0.00
05:07p	INCOMI CL	803-866-5145	SDDV		3	0.00	0.00
[redacted]							
08:35p	COLUMB SC	803-730-3351	SDDV		2	0.00	0.00
Thursday, 05/22							
[redacted]			SDDV		56	0.00	0.00
09:14a	COLUMB SC	803-787-0674	SDDV		6	0.00	0.00
[redacted]							
12:48p	LEXING SC	803-359-2110	SDDV		2	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
01:22p	INCOMI CL	803-309-1067	SDDV		1	0.00	0.00
02:01p	INCOMI CL	803-735-8800	SDDV		23	0.00	0.00
03:12p	LEXING SC	803-359-2110	SDDV		1	0.00	0.00
04:20p	INCOMI CL	803-730-3351	SDDV		9	0.00	0.00
04:36p	INCOMI CL	803-673-7288	SDDV		2	0.00	0.00
04:45p	INCOMI CL	803-695-2900	SDDV		9	0.00	0.00
04:52p	INCOMI CL	803-787-0674	SDDV		6	0.00	0.00
Friday, 05/23							
[redacted]			SDDV		7	0.00	0.00
02:16p	COLUMB SC	803-866-5145	SDDV		1	0.00	0.00
03:35p	COLUMB SC	803-866-5145	SDDV		6	0.00	0.00
03:49p	INCOMI CL	803-348-2437	SDDV		2	0.00	0.00
04:16p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:40p	INCOMI CL	803-348-2437	SDDV		1	0.00	0.00
Saturday, 05/24							
03:36p	COLUMB SC	803-461-6839	SDDV		3	0.00	0.00
[redacted]			SDDV		2	0.00	0.00
[redacted]			SDDV		3	0.00	0.00
Sunday, 05/25							
[redacted]			SDDV		6	0.00	0.00
09:42a	COLUMB SC	803-461-6839	SDDV		2	0.00	0.00
11:41a	INCOMI CL	803-461-6839	SDDV		2	0.00	0.00
11:46a	COLUMB SC	803-461-6839	SDDV		1	0.00	0.00
11:46a	COLUMB SC	803-461-6839	SDDV		1	0.00	0.00
11:49a	INCOMI CL	803-461-6839	SDDV		1	0.00	0.00
06:29p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
Tuesday, 05/27							
[redacted]			SDDV		1	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
10:07a	COLUMB SC	803-787-0674	SDDV		9	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
[redacted]			SDDV		16	0.00	0.00
10:34a	HD SUM SC	803-408-8800	SDDV		1	0.00	0.00
10:35a	HD SUM SC	803-805-7601	SDDV		1	0.00	0.00
10:41a	COLUMB SC	803-307-7007	SDDV		24	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
[redacted]			SDDV		16	0.00	0.00
01:02p	INCOMI CL	803-866-5145	SDDV		2	0.00	0.00
01:42p	HD SUM SC	803-408-8800	SDDV		1	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
[redacted]			SDDV		16	0.00	0.00
04:06p	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
[redacted]			SDDV		2	0.00	0.00
[redacted]			SDDV		8	0.00	0.00
[redacted]			SDDV	CW	17	0.00	0.00
05:02p	WALTER SC	843-509-0805	SDDV		1	0.00	0.00
05:02p	WALTER SC	843-509-0805	SDDV		2	0.00	0.00
05:03p	CALL WAIT	843-509-0805	SDDV	CW	16	0.00	0.00
[redacted]			SDDV		21	0.00	0.00
05:07p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
05:09p	COLUMB SC	803-408-8410	SDDV		1	0.00	0.00
[redacted]			SDDV		5	0.00	0.00
[redacted]			SDDV		14	0.00	0.00
06:03p	LEXING SC	803-520-4495	SDDV		1	0.00	0.00
06:04p	COLUMB SC	803-563-9295	SDDV		1	0.00	0.00
09:22p	INCOMI CL	803-401-5039	SDDV		1	0.00	0.00

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 05/27							
09:23p	CALL WAIT	803-461-5839	SDDV	CW	14	0.00	0.00
Wednesday, 05/28							
08:07a	CHARLE SC	843-557-7607	SDDV		3	0.00	0.00
[redacted]							
08:55a	COLUMB SC	803-806-5145	SDDV		5	0.00	0.00
09:04a	COLUMB SC	803-734-0113	SDDV		1	0.00	0.00
11:11a	COLUMB SC	803-734-0113	SDDV		3	0.00	0.00
[redacted]							
12:12p	CALL WAIT	803-466-5116	SDDV	CW	12	0.00	0.00
[redacted]							
12:37p	INCOMI CL	803-466-5116	SDDV		6	0.00	0.00
12:54p	INCOMI CL	803-309-2815	SDDV		18	0.00	0.00
01:11p	COLUMB SC	803-806-5145	SDDV		6	0.00	0.00
02:52p	COLUMB SC	803-309-1087	SDDV		1	0.00	0.00
02:58p	INCOMI CL	803-553-4422	SDDV		2	0.00	0.00
03:01p	INCOMI CL	803-553-4422	SDDV		2	0.00	0.00
08:28p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
Thursday, 05/29							
10:19a	INCOMI CL	803-309-1087	SDDV		46	0.00	0.00
05:10p	INCOMI CL	803-767-0674	SDDV		2	0.00	0.00
08:22p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
Friday, 05/30							
[redacted]							
09:05a	COLUMB SC	803-806-5145	SDDV		3	0.00	0.00
11:32a	INCOMI CL	803-553-4422	SDDV		38	0.00	0.00
[redacted]							
04:11p	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
04:13p	COLUMB SC	803-603-8757	SDDV		2	0.00	0.00
04:28p	INCOMI CL	803-553-4422	SDDV		19	0.00	0.00
04:34p	CALL WAIT	803-806-5145	SDDV	CW	1	0.00	0.00
05:03p	INCOMI CL	803-821-0700	SDDV		1	0.00	0.00
05:05p	INCOMI CL	803-603-8757	SDDV		15	0.00	0.00
07:11p	COLUMB SC	803-461-5839	SDDV		2	0.00	0.00
08:07p	INCOMI CL	803-603-8757	SDDV		20	0.00	0.00
Saturday, 05/31							
02:03p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
02:17p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
02:21p	COLUMB SC	803-781-3449	SDDV		2	0.00	0.00
02:27p	INCOMI CL	803-360-8506	SDDV		1	0.00	0.00
04:38p	COLUMB SC	803-461-5839	SDDV		3	0.00	0.00
04:58p	INCOMI CL	803-360-8506	SDDV		2	0.00	0.00
05:18p	INCOMI CL	803-461-5839	SDDV		1	0.00	0.00
05:23p	COLUMB SC	803-461-5839	SDDV		3	0.00	0.00
06:02p	INCOMI CL	803-309-2815	SDDV		1	0.00	0.00
06:47p	COLUMB SC	803-360-8506	SDDV		1	0.00	0.00
08:02p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
09:17p	INCOMI CL	803-349-2437	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Sunday, 06/01							
12:00p	INCOMI CL	803-873-7288	SDDV		1	0.00	0.00
12:20p	INCOMI CL	803-873-7288	SDDV		2	0.00	0.00
07:59p	COLUMB SC	803-309-2815	SDDV		8	0.00	0.00
Monday, 06/02							
01:47a	FORT M FL	239-246-2230	SDDV		18	0.00	0.00
[redacted]							
02:40p	INCOMI CL	866-242-7344	SDDV		1	0.00	0.00
[redacted]							
Tuesday, 06/03							
10:36a	Toll F CL	866-626-7760	SDDV		4	0.00	0.00
10:41a	NEWPT VA	757-320-9819	SDDV		2	0.00	0.00
10:45a	Toll F CL	877-457-6263	SDDV		4	0.00	0.00
[redacted]							
11:54a	INCOMI CL	803-806-5145	SDDV		2	0.00	0.00
11:59a	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
12:00p	DAYTON FL	386-481-6843	SDDV		1	0.00	0.00
12:06p	INCOMI CL	803-349-2437	SDDV		1	0.00	0.00
05:07p	COLUMB SC	803-737-0674	SDDV		3	0.00	0.00
[redacted]							
10:04p	INCOMI CL	386-481-6843	SDDV		13	0.00	0.00
Wednesday, 06/04							
[redacted]							
11:45a	COLUMB SC	803-806-5145	SDDV		2	0.00	0.00
11:49a	LEXING SC	803-359-9946	SDDV		4	0.00	0.00
11:55a	INCOMI CL	803-840-2437	SDDV		1	0.00	0.00
01:46p	DAYTON FL	386-670-6814	SDDV		1	0.00	0.00
03:30p	COLUMB SC	803-873-7288	SDDV		1	0.00	0.00
06:43p	INCOMI CL	803-461-5839	SDDV		0	0.00	0.00
07:06p	COLUMB SC	803-461-5839	SDDV		9	0.00	0.00
07:29p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
07:30p	COLUMB SC	803-553-4422	SDDV		116	0.00	0.00
07:52p	CALL WAIT	803-873-7288	SDDV	CW	1	0.00	0.00
Thursday, 06/05							
[redacted]							
11:38a	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
11:40a	INCOMI CL	803-898-8610	SDDV		2	0.00	0.00
11:43a	ROCK H SC	803-517-6582	SDDV		1	0.00	0.00
11:48a	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
[redacted]							
01:21p	FORT M FL	239-246-2230	SDDV		1	0.00	0.00
01:27p	INCOMI CL	803-309-1087	SDDV		2	0.00	0.00
01:29p	CALL WAIT	803-517-6582	SDDV	CW	12	0.00	0.00
01:42p	COLUMB SC	803-309-1087	SDDV		10	0.00	0.00
05:51p	COLUMB SC	803-261-9100	SDDV		1	0.00	0.00
05:52p	COLUMB SC	803-261-9100	SDDV		2	0.00	0.00
08:31p	INCOMI CL	803-261-9100	SDDV		18	0.00	0.00
Friday, 06/06							
09:26a	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
10:52a	INCOMI CL	803-806-5145	SDDV		2	0.00	0.00
10:55a	COLUMB SC	803-315-0119	SDDV		41	0.00	0.00
12:08p	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 06/06							
12:06p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
01:15p	COLUMB SC	803-600-5145	SDDV		1	0.00	0.00
01:10p	INCONI CL	803-600-5145	SDDV		5	0.00	0.00
01:32p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:00p	COLUMB SC	803-309-2615	SDDV		4	0.00	0.00
05:06p	INCONI CL	803-461-5939	SDDV		1	0.00	0.00
07:27p	COLUMB SC	803-461-5939	SDDV		13	0.00	0.00
Saturday, 06/07							
01:22p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
01:30p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
01:34p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
02:35p	INCONI CL	908-451-8643	SDDV		7	0.00	0.00
Sunday, 06/08							
08:08p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:14p	INCONI CL	803-348-2437	SDDV		8	0.00	0.00
08:39p	COLUMB SC	803-360-8161	SDDV		100	0.00	0.00
Monday, 06/09							
08:11a	COLUMB SC	803-988-8810	SDDV		1	0.00	0.00
08:11a	COLUMB SC	803-467-4381	SDDV		1	0.00	0.00
[redacted]							
08:37a	COLUMB SC	803-988-8810	SDDV		1	0.00	0.00
08:38a	INCONI CL	803-988-8810	SDDV		1	0.00	0.00
08:56a	INCONI CL	803-988-2819	SDDV		2	0.00	0.00
11:09a	COLUMB SC	803-896-5145	SDDV		3	0.00	0.00
[redacted]							
11:28a	COLUMB SC	803-699-5140	SDDV		1	0.00	0.00
[redacted]							
12:50p	INCONI CL	803-309-2615	SDDV		9	0.00	0.00
01:01p	COLUMB SC	803-693-5145	SDDV		4	0.00	0.00
04:54p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
04:59p	ROCK H SC	803-617-5592	SDDV		1	0.00	0.00
05:00p	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
05:13p	INCONI CL	803-617-5592	SDDV		30	0.00	0.00
05:52p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
06:52p	COLUMB SC	803-467-4381	SDDV		14	0.00	0.00
06:16p	COLUMB SC	803-553-4422	SDDV		17	0.00	0.00
06:42p	COLUMB SC	803-791-3443	SDDV		1	0.00	0.00
06:46p	INCONI CL	908-451-8643	SDDV		14	0.00	0.00
07:05p	COLUMB SC	803-461-5939	SDDV		1	0.00	0.00
07:04p	DAVIS CA	530-902-7986	SDDV		19	0.00	0.00
07:38p	COLUMB SC	803-461-5939	SDDV		1	0.00	0.00
Tuesday, 06/10							
[redacted]							
07:46a	COLUMB SC	803-309-2615	SDDV		1	0.00	0.00
10:30a	INCONI CL	803-553-4422	SDDV		2	0.00	0.00
10:33a	COLUMB SC	803-791-3443	SDDV		1	0.00	0.00
10:34a	INCONI CL	803-767-0674	SDDV		6	0.00	0.00
12:10p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
12:19p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
05:04p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
05:29p	INCONI CL	803-767-0674	SDDV		3	0.00	0.00
05:33p	COLUMB SC	803-791-3443	SDDV		1	0.00	0.00
03:52p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
08:33p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
08:54p	DAYTON FL	386-679-5814	SDDV		18	0.00	0.00
Wednesday, 06/11							
09:21a	INCONI CL	803-896-5145	SDDV		3	0.00	0.00
10:00a	COLUMB SC	803-309-1067	SDDV		1	0.00	0.00
10:25a	COLUMB SC	803-896-5145	SDDV		9	0.00	0.00
10:28a	COLUMB SC	803-553-4422	SDDV		19	0.00	0.00
02:08p	W PALM FL	561-643-8276	SDDV		55	0.00	0.00
03:51p	INCONI CL	865-304-0695	SDDV		1	0.00	0.00
03:54p	KNOXVI TN	865-304-0695	SDDV		11	0.00	0.00
04:00p	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
[redacted]							
04:23p	INCONI CL	803-767-0674	SDDV		2	0.00	0.00
[redacted]							
05:16p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Thursday, 06/12							
[redacted]							
09:19a	LEXING SC	803-356-8537	SDDV		1	0.00	0.00
09:18a	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
09:24a	COLUMB SC	803-252-8051	SDDV		2	0.00	0.00
12:23p	COLUMB SC	803-445-9740	SDDV		1	0.00	0.00
01:01p	INCONI CL	803-445-9740	SDDV		3	0.00	0.00
01:59p	INCONI CL	803-896-5145	SDDV		2	0.00	0.00
02:42p	INCONI CL	803-461-5939	SDDV		8	0.00	0.00
03:25p	PTLN N CA	707-766-4761	SDDV		1	0.00	0.00
05:01p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
05:02p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
05:05p	DAYTON FL	386-679-5814	SDDV		8	0.00	0.00
08:12p	PTLN N CA	707-766-4761	SDDV		1	0.00	0.00
08:14p	COLUMB SC	803-309-2615	SDDV		2	0.00	0.00
05:29p	INCONI CL	803-309-2615	SDDV		2	0.00	0.00
05:31p	COLUMB SC	803-461-5939	SDDV		3	0.00	0.00
[redacted]							
07:29p	INCONI CL	803-309-2615	SDDV		2	0.00	0.00
07:46p	INCONI CL	803-348-2437	SDDV		2	0.00	0.00
Friday, 06/13							
09:07a	COLUMB SC	803-309-2615	SDDV		1	0.00	0.00
08:58a	INCONI CL	803-309-2615	SDDV		1	0.00	0.00
09:05a	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
09:10a	INCONI CL	803-896-5145	SDDV		5	0.00	0.00
11:28a	LEXING SC	803-951-3899	SDDV		1	0.00	0.00
11:30a	LEXING SC	803-951-3899	SDDV		4	0.00	0.00
11:34a	LEXING SC	803-359-1833	SDDV		2	0.00	0.00
[redacted]							
02:19p	NO SUM SC	803-499-0900	SDDV		2	0.00	0.00
02:20p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Friday, 06/13							
[redacted]							
02:36p	CALL WAIT	803-695-2606	SDDV	CW	1	0.00	0.00
[redacted]							
03:44p	INCOMI CL	803-699-6146	SDDV		14	0.00	0.00
03:58p	DAYTON FL	386-679-6814	SDDV		2	0.00	0.00
04:18p	INCOMI CL	386-679-6814	SDDV		2	0.00	0.00
05:03p	INCOMI CL	803-461-6839	SDDV		1	0.00	0.00
05:08p	COLUMB SC	803-461-6839	SDDV		1	0.00	0.00
[redacted]							
05:42p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
Saturday, 06/14							
09:48a	DAYTON FL	386-451-6843	SDDV		1	0.00	0.00
09:49a	DAYTON FL	386-451-6843	SDDV		1	0.00	0.00
09:49a	CALL WAIT	386-451-6843	SDDV	CW	8	0.00	0.00
[redacted]							
10:27a	INCOMI CL	803-309-0201	SDDV		1	0.00	0.00
05:50p	COLUMB SC	803-701-3443	SDDV		1	0.00	0.00
07:04p	COLUMB SC	803-461-6839	SDDV		1	0.00	0.00
08:34p	INCOMI CL	865-304-0695	SDDV		2	0.00	0.00
Sunday, 06/15							
10:44a	KNOXVI TN	865-304-0695	SDDV		1	0.00	0.00
11:00a	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
11:05a	DAYTON FL	386-451-6843	SDDV		4	0.00	0.00
11:09a	DAYTON FL	386-451-6843	SDDV		6	0.00	0.00
11:41a	INCOMI CL	865-304-0695	SDDV		2	0.00	0.00
12:22p	INCOMI CL	865-304-0695	SDDV		2	0.00	0.00
12:26p	INCOMI CL	803-309-2815	SDDV		3	0.00	0.00
Monday, 06/16							
08:19a	LEXING SC	803-359-7045	SDDV		2	0.00	0.00
09:01a	COLUMB SC	803-699-6146	SDDV		3	0.00	0.00
[redacted]							
12:11p	COLUMB SC	803-896-5145	SDDV		2	0.00	0.00
01:58p	COLUMB SC	803-696-5145	SDDV		3	0.00	0.00
05:50p	DAYTON FL	386-679-6014	SDDV		1	0.00	0.00
08:56p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
08:49p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
Tuesday, 06/17							
09:17a	INCOMI CL	803-461-6839	SDDV		7	0.00	0.00
11:30a	INCOMI CL	803-896-5146	SDDV		2	0.00	0.00
[redacted]							
12:27p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
01:42p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
[redacted]							
03:07p	COLUMB SC	803-360-8606	SDDV		2	0.00	0.00
04:01p	COLUMB SC	803-360-8606	SDDV		2	0.00	0.00
04:08p	DAYTON FL	386-679-6814	SDDV		2	0.00	0.00
Tuesday, 06/17							
04:13p	COLUMB SC	803-699-6146	SDDV		2	0.00	0.00
04:27p	DAYTON FL	386-679-6814	SDDV		3	0.00	0.00
04:57p	INCOMI CL	803-699-6146	SDDV		1	0.00	0.00
05:49p	INCOMI CL	803-407-4281	SDDV		14	0.00	0.00
Subtotal					2,063	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Sunday, 05/18				
04:56p	Sent: 803-603-8757	Text Message	UNLMSG	0.00
[redacted]				
05:05p	Rcvd 803-603-8757	Text Message	UNLMSG	0.00
07:43p	Rcvd 630-802-7685	Text Message	UNLMSG	0.00
08:16p	Sent 803-603-8757	Text Message	UNLMSG	0.00
08:17p	Sent 803-461-6839	Text Message	UNLMSG	0.00
08:17p	Sent 630-802-7685	Text Message	UNLMSG	0.00
[redacted]				
09:40p	Rcvd 630-802-7685	Text Message	UNLMSG	0.00
10:20p	Sent 803-461-6839	Text Message	UNLMSG	0.00
[redacted]				
10:20p	Sent 630-802-7685	Text Message	UNLMSG	0.00
Monday, 05/19				
08:11a	Rcvd 803-603-8757	Text Message	UNLMSG	0.00
09:13a	Sent 803-603-8757	Text Message	UNLMSG	0.00
09:58a	Rcvd 803-603-8757	Text Message	UNLMSG	0.00
12:07p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
12:08p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:04p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:05p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:11p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:11p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:12p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:13p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:18p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:20p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:21p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:21p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:23p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:23p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:23p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:24p	Rcvd 803-553-4422	Text Message	UNLMSG	0.00
03:30p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:36p	Sent 803-553-4422	Text Message	UNLMSG	0.00
03:36p	Rcvd 803-606-3707	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 05/19					
03:36p	Rcvd	803-906-9707	Text Message	UNLMSG	0.00
03:37p	Sent	803-906-9707	Text Message	UNLMSG	0.00
03:40p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
03:44p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
03:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:07p	Sent	803-553-4422	Text Message	UNLMSG	0.00
Tuesday, 05/20					
[redacted]					
08:22a	Sent	803-553-9707	Text Message	UNLMSG	0.00
[redacted]					
11:15a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:15a	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:40a	Rcvd	803-517-5582	Text Message	UNLMSG	0.00
01:03p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
01:20p	Sent	803-401-5639	Text Message	UNLMSG	0.00
01:24p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
01:29p	Sent	803-401-5639	Text Message	UNLMSG	0.00
01:31p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
01:31p	Sent	803-401-5639	Text Message	UNLMSG	0.00
01:32p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
05:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:13p	Sent	803-553-4422	Text Message	UNLMSG	0.00
05:13p	Sent	803-553-4422	Text Message	UNLMSG	0.00
05:14p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
05:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
05:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
06:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
06:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
06:56p	Sent	803-553-4422	Text Message	UNLMSG	0.00
06:57p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:37p	Rcvd	803-603-9767	Text Message	UNLMSG	0.00
Wednesday, 05/21					
[redacted]					
04:04p	Sent	803-401-5639	Text Message	UNLMSG	0.00
04:06p	Sent	803-446-9740	Text Message	UNLMSG	0.00
04:06p	Rcvd	803-440-9740	Text Message	UNLMSG	0.00
04:18p	Sent	803-440-9740	Text Message	UNLMSG	0.00
04:19p	Rcvd	803-446-9740	Text Message	UNLMSG	0.00
04:22p	Sent	803-446-9740	Text Message	UNLMSG	0.00
04:30p	Rcvd	803-440-9740	Text Message	UNLMSG	0.00
07:50p	Rcvd	630-902-7085	Text Message	UNLMSG	0.00
08:02p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 05/21					
09:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:41p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
[redacted]					
09:55p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:56p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:56p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:56p	Sent	630-902-7085	Text Message	UNLMSG	0.00
09:56p	Sent	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
09:56p	Sent	803-553-4422	Text Message	UNLMSG	0.00
[redacted]					
09:57p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:58p	Sent	630-902-7085	Text Message	UNLMSG	0.00
[redacted]					
09:59p	Sent	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
09:59p	Sent	630-902-7085	Text Message	UNLMSG	0.00
09:59p	Sent	803-401-5639	Text Message	UNLMSG	0.00
10:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:01p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:03p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:04p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:09p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
[redacted]					
10:50p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:51p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:51p	Sent	803-401-5639	Text Message	UNLMSG	0.00
10:51p	Sent	630-902-7085	Text Message	UNLMSG	0.00
[redacted]					
10:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:51p	Sent	803-401-5639	Text Message	UNLMSG	0.00
10:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:52p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
10:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:53p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
11:30p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:31p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:33p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:33p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:36p	Sent	803-553-4422	Text Message	UNLMSG	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Wednesday, 05/21				
11:37p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:37p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:37p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:44p Sent	303-553-4422	Text Message	UNLMSG	0.00
11:45p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:45p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:45p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:45p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:46p Sent	303-553-4422	Text Message	UNLMSG	0.00
11:49p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Thursday, 05/22				
08:31a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
10:51a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]				
11:07a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]				
11:09a Rcvd	303-481-5639	Text Message	UNLMSG	0.00
11:11a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:13a Rcvd	303-481-5639	Text Message	UNLMSG	0.00
11:14a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:28a Sent	530-902-7685	Text Message	UNLMSG	0.00
11:28a Sent	303-481-5639	Text Message	UNLMSG	0.00
[redacted]				
11:27a Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:27a Sent	530-902-7685	Text Message	UNLMSG	0.00
11:27a Sent	303-481-5639	Text Message	UNLMSG	0.00
[redacted]				
11:43a Rcvd	303-481-5639	Text Message	UNLMSG	0.00
11:44a Sent	303-481-5639	Text Message	UNLMSG	0.00
[redacted]				
11:44a Sent	530-902-7685	Text Message	UNLMSG	0.00
[redacted]				
04:23p Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]				
04:38p Sent	303-481-5639	Text Message	UNLMSG	0.00
04:38p Sent	530-902-7685	Text Message	UNLMSG	0.00
04:38p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
04:38p Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]				
09:36p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:37p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:37p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:38p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:38p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:38p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:38p Sent	303-553-4422	Text Message	UNLMSG	0.00

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Thursday, 05/22				
09:39p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:39p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:39p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:39p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:39p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:39p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:40p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:40p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:40p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:40p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:40p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:43p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:43p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:43p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:43p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:44p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:44p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:44p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:45p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:46p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:46p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:46p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:47p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:47p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:47p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:48p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:50p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:51p Sent	303-553-4422	Text Message	UNLMSG	0.00
Friday, 05/23				
02:59p Rcvd	303-346-2497	MTN TEXT MESSAG	UNLMSG	0.00
03:18p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
03:35p Sent	303-481-5639	Text Message	UNLMSG	0.00
03:35p Sent	303-481-5639	Text Message	UNLMSG	0.00
03:45p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
03:45p Sent	303-481-5639	Text Message	UNLMSG	0.00
03:49p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
03:51p Sent	303-481-5639	Text Message	UNLMSG	0.00
04:06p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
05:06p Sent	303-481-5639	Text Message	UNLMSG	0.00
09:12p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:07p Rcvd	303-481-5639	Text Message	UNLMSG	0.00
09:29p Sent	303-553-4422	Text Message	UNLMSG	0.00
09:33p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:35p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:47p Sent	303-553-4422	Text Message	UNLMSG	0.00
08:52p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:39p Sent	303-553-4422	Text Message	UNLMSG	0.00
10:39p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:39p Sent	303-553-4422	Text Message	UNLMSG	0.00
10:40p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:41p Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Saturday, 05/24				
01:39p Sent	303-331-4997	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Saturday, 05/24					
03:59p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
05:29p	Sent	603-603-8757	Text Message	UNLMSG	0.00
Sunday, 05/25					
07:03a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
07:20a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:26a	Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
07:28a	Sent	630-902-7685	Text Message	UNLMSG	0.00
07:41a	Sent	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
07:41a	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:41a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
07:46a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
07:48a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
07:50a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
07:50a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
07:50a	Sent	603-461-5639	Text Message	UNLMSG	0.00
07:00a	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:19a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
09:28a	Rcvd	603-312-2304	Text Message	UNLMSG	0.00
09:39a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
09:41a	Sent	603-312-2304	Text Message	UNLMSG	0.00
09:46a	Sent	603-603-8757	Text Message	UNLMSG	0.00
11:19a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
11:20a	Sent	603-603-8757	Text Message	UNLMSG	0.00
11:32a	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:32a	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:34a	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
11:36a	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:36a	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:37a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
11:38a	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
11:38a	Sent	630-902-7685	Text Message	UNLMSG	0.00
11:39a	Sent	603-461-5639	Text Message	UNLMSG	0.00
11:42a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
11:42a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
11:43a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
11:43a	Sent	603-603-8757	Text Message	UNLMSG	0.00
11:52a	Rcvd	603-603-8757	Text Message	UNLMSG	0.00
01:31p	Sent	603-603-8757	Text Message	UNLMSG	0.00
07:40p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
08:28p	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:30p	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:30p	Sent	603-461-5639	Text Message	UNLMSG	0.00
[redacted]					
09:42p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
09:42p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Sunday, 05/26					
09:43p	Sent	603-461-5639	Text Message	UNLMSG	0.00
09:47p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
10:19p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Monday, 05/26					
[redacted]					
04:48p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
[redacted]					
04:47p	Sent	603-461-5639	Text Message	UNLMSG	0.00
04:47p	Sent	630-902-7685	Text Message	UNLMSG	0.00
09:46p	Rcvd	630-902-7685	Text Message	UNLMSG	0.00
Tuesday, 05/27					
01:47p	Sent	603-461-5639	Text Message	UNLMSG	0.00
01:49p	Sent	603-448-8740	Text Message	UNLMSG	0.00
01:49p	Rcvd	603-448-8740	Text Message	UNLMSG	0.00
01:50p	Sent	603-448-8740	Text Message	UNLMSG	0.00
01:51p	Rcvd	603-448-8740	Text Message	UNLMSG	0.00
02:09p	Rcvd	603-461-5639	Text Message	UNLMSG	0.00
05:09p	Rcvd	843-567-7677	Text Message	UNLMSG	0.00
Wednesday, 05/28					
09:03a	Rcvd	603-617-6562	Text Message	UNLMSG	0.00
11:01a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:06a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:07a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:08a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:08a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:09a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:09a	Sent	603-603-4422	Text Message	UNLMSG	0.00
11:10a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:10a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:10a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:11a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:14a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:14a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:15a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:15a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:16a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:16a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:21a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:23a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:23a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:24a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:24a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:24a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:26a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:26a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:27a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:27a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:28a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:28a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:29a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00
11:29a	Sent	603-553-4422	Text Message	UNLMSG	0.00
11:30a	Rcvd	603-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 05/28					
11:30a	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:09p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:16p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:11p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:32p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:33p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:35p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:38p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:45p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:11p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:11p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Thursday, 05/29					
07:46p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:59p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:05p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:05p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:05p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:36p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:37p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:38p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:38p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:42p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:43p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:43p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Friday, 05/30					
07:49a	Sent	888-873-7288	MTM TEXT MESSAG	UNLMSG	0.00
07:08a	Rcvd	803-873-7288	MTM TEXT MESSAG	UNLMSG	0.00
08:08a	Sent	803-873-7288	MTM TEXT MESSAG	UNLMSG	0.00
08:38a	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:48a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:58a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:01a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:17a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:18a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:18a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:19a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:20a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:21a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:22a	Sent	803-553-4422	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 05/30					
10:23a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:24a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:24a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:25a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:25a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:26a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:26a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:27a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:27a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:27a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:28a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:28p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:28p	Sent	803-553-4422	Text Message	UNLMSG	0.00
04:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:47p	Sent	803-553-4422	Text Message	UNLMSG	0.00
04:48p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:44p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:48p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:49p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:50p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:50p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:55p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:55p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:56p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:56p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:56p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:56p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:57p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:57p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:57p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:57p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:59p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:00p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:02p	Sent	803-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Friday, 05/30				
09:28p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
Saturday, 05/31				
04:44p	Rcvd	303-873-7288	MTN TEXT MESSAG	UNLMSG 0.00
04:48p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG 0.00
08:02p	Rcvd	303-481-5639	Text Message	UNLMSG 0.00
08:02p	Sent	303-481-5639	Text Message	UNLMSG 0.00
08:04p	Rcvd	303-481-5639	Text Message	UNLMSG 0.00
Sunday, 06/01				
05:30p	Rcvd	303-873-7288	MTN TEXT MESSAG	UNLMSG 0.00
08:02p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG 0.00
07:14p	Rcvd	309-530-8173	MTN TEXT MESSAG	UNLMSG 0.00
10:43p	Sent	303-873-7288	MTN TEXT MESSAG	UNLMSG 0.00
Monday, 06/02				
07:59p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
07:59p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
08:19p	Sent	303-553-4422	Text Message	UNLMSG 0.00
08:20p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
09:34p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:19p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:19p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:20p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:20p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:20p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:21p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:23p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:24p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:25p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:27p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:27p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:27p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:27p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:28p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:29p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:29p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:29p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:29p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:30p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:30p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:30p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:30p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:31p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:31p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:31p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:31p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Sent	303-553-4422	Text Message	UNLMSG 0.00

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Monday, 05/02				
11:32p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:32p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:33p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:33p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:34p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:34p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:35p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:35p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:35p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:35p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:35p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:36p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:36p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:36p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:37p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:37p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:37p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:37p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:37p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:38p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:38p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:38p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:39p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:39p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:39p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:39p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:39p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:40p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:40p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
11:40p	Sent	303-553-4422	Text Message	UNLMSG 0.00
11:41p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
Tuesday, 06/03				
11:32a	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
11:38a	Sent	530-902-7885	Text Message	UNLMSG 0.00
11:47a	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
11:51a	Sent	530-902-7885	Text Message	UNLMSG 0.00
11:52a	Rcvd	530-902-7885	Text Message	UNLMSG 0.00
11:53a	Sent	530-902-7885	Text Message	UNLMSG 0.00
Wednesday, 06/04				
02:42a	Rcvd	239-248-2230	MTN TEXT MESSAG	UNLMSG 0.00
Thursday, 06/05				
09:13a	Rcvd	303-973-7288	MTN TEXT MESSAG	UNLMSG 0.00
09:15a	Sent	303-973-7288	MTN TEXT MESSAG	UNLMSG 0.00
10:12a	Rcvd	303-973-7288	MTN TEXT MESSAG	UNLMSG 0.00
10:13a	Sent	303-973-7288	MTN TEXT MESSAG	UNLMSG 0.00
10:14a	Rcvd	303-973-7288	MTN TEXT MESSAG	UNLMSG 0.00
07:34p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
09:29p	Sent	303-553-4422	Text Message	UNLMSG 0.00
09:30p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00
09:30p	Rcvd	303-553-4422	Text Message	UNLMSG 0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 06/05					
09:30p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:31p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:32p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:33p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:33p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:33p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:34p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:35p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:35p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:36p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:37p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:39p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:39p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:40p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:40p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:41p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:42p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:42p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:42p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:42p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:42p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:43p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:48p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:47p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:48p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:57p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:58p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:58p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:00p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:01p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:03p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:04p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:05p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:07p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:10p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:11p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:11p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:27p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:28p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:29p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:29p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Friday, 06/06					
03:27p	Sent	803-873-7288	MTH TEXT MESSAG	UNLMSG	0.00
04:19p	Rcvd	803-873-7288	MTH TEXT MESSAG	UNLMSG	0.00
04:19p	Rcvd	803-873-7288	MTH TEXT MESSAG	UNLMSG	0.00
05:00p	Sent	803-873-7288	MTH TEXT MESSAG	UNLMSG	0.00
Saturday, 06/07					
12:14p	Sent	803-461-6839	Text Message	UNLMSG	0.00
12:17p	Rcvd	803-461-6839	Text Message	UNLMSG	0.00
12:18p	Sent	803-461-6839	Text Message	UNLMSG	0.00
12:18p	Sent	803-461-6839	Text Message	UNLMSG	0.00
02:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:55p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:55p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:55p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:59p	Sent	803-553-4422	Text Message	UNLMSG	0.00
02:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:59p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
03:00p	Sent	803-553-4422	Text Message	UNLMSG	0.00
03:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Sunday, 06/08					
08:01p	Sent	803-917-3224	Text Message	UNLMSG	0.00
10:32p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
Monday, 06/09					
11:51a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
11:51a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
11:51a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
11:52a	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
12:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:01p	Sent	803-448-9740	Text Message	UNLMSG	0.00
12:01p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:01p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:04p	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
12:04p	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
12:04p	Rcvd	803-448-9740	Text Message	UNLMSG	0.00
12:05p	Rcvd	803-448-9740	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 06/09					
12:06p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:06p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:06p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:06p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
12:06p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:06p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
12:07p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
12:08p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:08p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
12:08p	Sent	303-446-9740	Text Message	UNLMSG	0.00
12:10p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
12:10p	Rcvd	303-446-9740	Text Message	UNLMSG	0.00
05:52p	Sent	303-553-4422	Text Message	UNLMSG	0.00
05:53p	Rcvd	303-503-4422	Text Message	UNLMSG	0.00
05:59p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:07p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:07p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:07p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:07p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:08p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:23p	Rcvd	303-461-5839	Text Message	UNLMSG	0.00
06:32p	Sent	303-461-5839	Text Message	UNLMSG	0.00
06:40p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:40p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:40p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:41p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:42p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:42p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:43p	Rcvd	303-503-4422	Text Message	UNLMSG	0.00
06:53p	Rcvd	303-461-5839	Text Message	UNLMSG	0.00
06:56p	Rcvd	530-802-7685	Text Message	UNLMSG	0.00
06:57p	Rcvd	530-802-7685	Text Message	UNLMSG	0.00
06:58p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:59p	Sent	303-553-4422	Text Message	UNLMSG	0.00
06:59p	Sent	530-802-7685	Text Message	UNLMSG	0.00
06:59p	Sent	303-461-5839	Text Message	UNLMSG	0.00
07:00p	Sent	530-802-7685	Text Message	UNLMSG	0.00
07:02p	Rcvd	530-802-7685	Text Message	UNLMSG	0.00
07:02p	Sent	530-802-7685	Text Message	UNLMSG	0.00
07:05p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:05p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:05p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:24p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:24p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:29p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 06/09					
07:30p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:40p	Rcvd	303-461-5839	Text Message	UNLMSG	0.00
07:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:41p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:45p	Sent	303-461-5839	Text Message	UNLMSG	0.00
07:43p	Rcvd	303-461-5839	Text Message	UNLMSG	0.00
07:44p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:45p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:45p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:56p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:58p	Sent	303-553-4422	Text Message	UNLMSG	0.00
08:00p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
08:55p	Sent	303-553-4422	Text Message	UNLMSG	0.00
08:59p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:00p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:13p	Sent	303-503-4422	Text Message	UNLMSG	0.00
09:14p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:14p	Sent	561-543-8276	Text Message	UNLMSG	0.00
09:15p	Sent	561-543-8276	Text Message	UNLMSG	0.00
09:15p	Sent	303-553-4422	Text Message	UNLMSG	0.00
09:19p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:19p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Tuesday, 06/10					
10:30a	Sent	303-553-4422	Text Message	UNLMSG	0.00
11:28a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:28a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:36a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:36a	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
11:47a	Sent	561-543-8276	Text Message	UNLMSG	0.00
12:38p	Rcvd	561-543-8276	Text Message	UNLMSG	0.00
04:41p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
05:04p	Sent	303-553-4422	Text Message	UNLMSG	0.00
05:09p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
05:12p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
05:14p	Sent	303-553-4422	Text Message	UNLMSG	0.00
05:16p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
05:16p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
05:00p	Rcvd	309-530-3173	MTN TEXT MESSAG	UNLMSG	0.00
07:36p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
Wednesday, 06/11					
10:19a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:19a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:21a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:03a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:04a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
12:26p	Rcvd	303-503-6767	Text Message	UNLMSG	0.00
12:28p	Sent	303-503-6767	Text Message	UNLMSG	0.00
12:34p	Rcvd	303-503-6767	Text Message	UNLMSG	0.00
12:43p	Sent	303-503-6767	Text Message	UNLMSG	0.00
12:02p	Rcvd	303-503-6767	Text Message	UNLMSG	0.00
12:52p	Rcvd	303-503-6767	Text Message	UNLMSG	0.00
12:52p	Rcvd	303-503-6767	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Wednesday, 06/11					
01:12p	Sent	803-803-8767	Text Message	UNLMSG	0.00
01:13p	Rcvd	803-803-8767	Text Message	UNLMSG	0.00
01:46p	Rcvd	561-543-5276	Text Message	UNLMSG	0.00
03:37p	Rcvd	561-543-5276	Text Message	UNLMSG	0.00
03:39p	Sent	561-543-5276	Text Message	UNLMSG	0.00
07:26p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:16p	Sent	530-902-7685	Text Message	UNLMSG	0.00
08:16p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:16p	Sent	530-902-7685	Text Message	UNLMSG	0.00
08:21p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:22p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Thursday, 06/12					
09:22a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:27a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:28a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
07:35p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:40p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
07:58p	Sent	530-902-7685	Text Message	UNLMSG	0.00
07:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:00p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:01p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:01p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:01p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:01p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:07p	Sent	803-553-4422	Text Message	UNLMSG	0.00
08:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:09p	Sent	803-609-3983	Text Message	UNLMSG	0.00
08:09p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:10p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:14p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:47p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:48p	Sent	803-553-4422	Text Message	UNLMSG	0.00
Friday, 06/13					
08:29a	Sent	803-401-5639	Text Message	UNLMSG	0.00
08:31a	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
09:04a	Sent	803-401-5639	Text Message	UNLMSG	0.00
09:10a	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
10:12a	Rcvd	808-530-3173	MTN TEXT MESSAG	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 06/13					
09:17p	Rcvd	757-320-9619	Text Message	UNLMSG	0.00
09:18p	Sent	757-320-9619	Text Message	UNLMSG	0.00
09:20p	Rcvd	757-320-9619	Text Message	UNLMSG	0.00
09:20p	Sent	757-320-9619	Text Message	UNLMSG	0.00
09:20p	Rcvd	757-320-9619	Text Message	UNLMSG	0.00
09:21p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
09:24p	Sent	803-401-5639	Text Message	UNLMSG	0.00
11:00p	Rcvd	803-309-2615	Text Message	UNLMSG	0.00
11:07p	Sent	803-608-9933	MTN TEXT MESSAG	UNLMSG	0.00
11:07p	Sent	803-917-3224	Text Message	UNLMSG	0.00
11:07p	Rcvd	803-348-2457	MTN TEXT MESSAG	UNLMSG	0.00
11:08p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
11:09p	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
11:42p	Sent	803-917-3224	Text Message	UNLMSG	0.00
11:42p	Sent	803-608-9933	MTN TEXT MESSAG	UNLMSG	0.00
Saturday, 06/14					
03:12p	Rcvd	803-309-1007	Text Message	UNLMSG	0.00
05:16p	Sent	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
05:46p	Sent	530-902-7685	Text Message	UNLMSG	0.00
05:53p	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
05:54p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
09:50p	Sent	530-902-7685	Text Message	UNLMSG	0.00
Sunday, 06/15					
03:31a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
04:59p	Rcvd	865-304-0395	Text Message	UNLMSG	0.00
Monday, 06/16					
11:13p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
11:15p	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
Tuesday, 06/17					
[redacted]					
07:29a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
07:31a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
07:40a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
08:16a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00
08:18a	Rcvd	803-401-5639	Text Message	UNLMSG	0.00
09:04a	Sent	803-917-3224	Text Message	UNLMSG	0.00
09:08a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:07a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:07a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:08a	Sent	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
09:08a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:08a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:08a	Sent	803-401-5639	Text Message	UNLMSG	0.00
[redacted]					
09:08a	Sent	530-902-7685	Text Message	UNLMSG	0.00
09:08a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
09:10a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
[redacted]					
09:08a	Rcvd	530-902-7685	Text Message	UNLMSG	0.00
01:00p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit		Rate Code	
Text Messages					
Tuesday, 05/17					
01:08p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
01:08p	Sent	803-553-4422	Text Message	UNLM3G	0.00
01:11p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
01:11p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
01:12p	Sent	803-553-4422	Text Message	UNLM3G	0.00
01:13p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
04:31p	Sent	386-451-8643	Text Message	UNLM3G	0.00
04:31p	Sent	386-451-8643	Text Message	UNLM3G	0.00
06:53p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
07:13p	Sent	803-553-4422	Text Message	UNLM3G	0.00
07:14p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
07:16p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
07:23p	Sent	803-553-4422	Text Message	UNLM3G	0.00
07:24p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
07:24p	Sent	803-553-4422	Text Message	UNLM3G	0.00
07:25p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
07:25p	Sent	803-553-4422	Text Message	UNLM3G	0.00
07:26p	Rcvd	803-553-4422	Text Message	UNLM3G	0.00
Subtotal for Text Messages: 841					0.00
Data Plans					
Wednesday, 05/14					
05:59a		Data Transfer	2,176KB	SDG6GB	0.00
08:18a		Data Transfer	4,339KB	SDG6GB	0.00
07:30p		Data Transfer	109KB	SDG6GB	0.00
Thursday, 05/15					
03:29p		Data Transfer	41KB	SDG6GB	0.00
Friday, 05/16					
06:14p		Data Transfer	83KB	SDG6GB	0.00
Saturday, 05/17					
07:24a		Data Transfer	533KB	SDG6GB	0.00
12:47p		Data Transfer	2,388KB	SDG6GB	0.00
02:24p		Data Transfer	10,831KB	SDG6GB	0.00
07:38p		Data Transfer	7,165KB	SDG6GB	0.00
10:24p		Data Transfer	112KB	SDG6GB	0.00
Sunday, 05/18					
09:33a		Data Transfer	41KB	SDG6GB	0.00
10:15a		Data Transfer	66KB	SDG6GB	0.00
10:53a		Data Transfer	2,014KB	SDG6GB	0.00
11:02a		Data Transfer	3,189KB	SDG6GB	0.00
01:07p		Data Transfer	97KB	SDG6GB	0.00
01:15p		Data Transfer	582KB	SDG6GB	0.00
08:19p		Data Transfer	422KB	SDG6GB	0.00
Monday, 05/19					
08:19a		Data Transfer	7KB	SDG6GB	0.00
09:38a		Data Transfer	357KB	SDG6GB	0.00
10:59a		Data Transfer	50KB	SDG6GB	0.00
12:24p		Data Transfer	1,102KB	SDG6GB	0.00
03:19p		Data Transfer	1,780KB	SDG6GB	0.00
04:23p		Data Transfer	273KB	SDG6GB	0.00
05:08p		Data Transfer	132KB	SDG6GB	0.00
05:16p		Data Transfer	611KB	SDG6GB	0.00
07:32p		Data Transfer	46KB	SDG6GB	0.00
Tuesday, 05/20					
01:31p		Data Transfer	7,510KB	SDG6GB	0.00
03:57p		Data Transfer	146KB	SDG6GB	0.00
08:14p		Data Transfer	1,871KB	SDG6GB	0.00
08:22p		Data Transfer	48KB	SDG6GB	0.00
Wednesday, 05/21					
07:43a		Data Transfer	764KB	SDG6GB	0.00
09:44a		Data Transfer	6KB	SDG6GB	0.00
09:48a		Data Transfer	22KB	SDG6GB	0.00
12:29p		Data Transfer	16KB	SDG6GB	0.00
02:20p		Data Transfer	1,809KB	SDG6GB	0.00
04:31p		Data Transfer	10KB	SDG6GB	0.00
05:10p		Data Transfer	139KB	SDG6GB	0.00
06:31p		Data Transfer	208KB	SDG6GB	0.00
06:39p		Data Transfer	66KB	SDG6GB	0.00
07:10p		Data Transfer	66KB	SDG6GB	0.00
07:35p		Data Transfer	115KB	SDG6GB	0.00
08:10p		Data Transfer	1,048KB	SDG6GB	0.00
08:44p		Data Transfer	169KB	SDG6GB	0.00
10:10p		Data Transfer	96KB	SDG6GB	0.00
Thursday, 05/22					
02:10a		Data Transfer	10KB	SDG6GB	0.00
03:10a		Data Transfer	7KB	SDG6GB	0.00
08:16a		Data Transfer	8KB	SDG6GB	0.00
08:19a		Data Transfer	15KB	SDG6GB	0.00
08:35a		Data Transfer	5,581KB	SDG6GB	0.00
02:01p		Data Transfer	1KB	SDG6GB	0.00
02:24p		Data Transfer	12KB	SDG6GB	0.00
02:31p		Data Transfer	4,347KB	SDG6GB	0.00
04:20p		Data Transfer	1,551KB	SDG6GB	0.00
Friday, 05/23					
04:17a		Data Transfer	53KB	SDG6GB	0.00
10:27a		Data Transfer	265KB	SDG6GB	0.00
01:56p		Data Transfer	71KB	SDG6GB	0.00
02:48p		Data Transfer	30KB	SDG6GB	0.00
03:40p		Data Transfer	1,936KB	SDG6GB	0.00
04:04p		Data Transfer	45KB	SDG6GB	0.00
04:18p		Data Transfer	1,629KB	SDG6GB	0.00
Saturday, 05/24					
07:04a		Data Transfer	71KB	SDG6GB	0.00
08:04a		Data Transfer	931KB	SDG6GB	0.00
11:56a		Data Transfer	1,132KB	SDG6GB	0.00
12:13p		Data Transfer	302KB	SDG6GB	0.00
01:04p		Data Transfer	1,930KB	SDG6GB	0.00
02:41p		Data Transfer	1,497KB	SDG6GB	0.00
04:00p		Data Transfer	7KB	SDG6GB	0.00
04:11p		Data Transfer	197KB	SDG6GB	0.00
11:02p		Data Transfer	9KB	SDG6GB	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Sunday, 05/25				
06:47a	Data Transfer	8KB	SDG6GB	0.00
07:40a	Data Transfer	1,316KB	SDG6GB	0.00
09:28a	Data Transfer	6,649KB	SDG6GB	0.00
09:59a	Data Transfer	31KB	SDG6GB	0.00
10:03a	Data Transfer	207KB	SDG6GB	0.00
10:46a	Data Transfer	32KB	SDG6GB	0.00
10:58a	Data Transfer	13KB	SDG6GB	0.00
11:10a	Data Transfer	2KB	SDG6GB	0.00
11:19a	Data Transfer	14KB	SDG6GB	0.00
11:31a	Data Transfer	33KB	SDG6GB	0.00
11:36a	Data Transfer	30KB	SDG6GB	0.00
11:49a	Data Transfer	8,079KB	SDG6GB	0.00
07:19p	Data Transfer	193KB	SDG6GB	0.00
08:40p	Data Transfer	39KB	SDG6GB	0.00
09:18p	Data Transfer	29,593KB	SDG6GB	0.00
Monday, 05/26				
05:40p	Data Transfer	1,215KB	SDG6GB	0.00
10:40p	Data Transfer	1,087KB	SDG6GB	0.00
Tuesday, 05/27				
07:51a	Data Transfer	3,481KB	SDG6GB	0.00
08:03a	Data Transfer	307KB	SDG6GB	0.00
08:08a	Data Transfer	257KB	SDG6GB	0.00
08:11a	Data Transfer	494KB	SDG6GB	0.00
08:18a	Data Transfer	204KB	SDG6GB	0.00
08:22a	Data Transfer	18KB	SDG6GB	0.00
08:24a	Data Transfer	528KB	SDG6GB	0.00
08:29a	Data Transfer	377KB	SDG6GB	0.00
08:35a	Data Transfer	169KB	SDG6GB	0.00
08:40a	Data Transfer	5,147KB	SDG6GB	0.00
02:40p	Data Transfer	1,366KB	SDG6GB	0.00
04:09p	Data Transfer	9KB	SDG6GB	0.00
04:14p	Data Transfer	94KB	SDG6GB	0.00
04:39p	Data Transfer	1KB	SDG6GB	0.00
04:48p	Data Transfer	13KB	SDG6GB	0.00
05:00p	Data Transfer	7KB	SDG6GB	0.00
05:02p	Data Transfer	6KB	SDG6GB	0.00
05:19p	Data Transfer	2,610KB	SDG6GB	0.00
05:05p	Data Transfer	42KB	SDG6GB	0.00
06:34p	Data Transfer	42KB	SDG6GB	0.00
07:54p	Data Transfer	19KB	SDG6GB	0.00
08:05p	Data Transfer	51KB	SDG6GB	0.00
09:05p	Data Transfer	8KB	SDG6GB	0.00
10:37p	Data Transfer	29KB	SDG6GB	0.00
Wednesday, 05/28				
07:01a	Data Transfer	44KB	SDG6GB	0.00
08:27a	Data Transfer	0KB	SDG6GB	0.00
09:48a	Data Transfer	122KB	SDG6GB	0.00
09:00a	Data Transfer	7KB	SDG6GB	0.00
09:03a	Data Transfer	72KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Wednesday, 05/28				
11:13a	Data Transfer	183KB	SDG6GB	0.00
01:16p	Data Transfer	7KB	SDG6GB	0.00
01:17p	Data Transfer	1,192KB	SDG6GB	0.00
03:17p	Data Transfer	4,149KB	SDG6GB	0.00
05:17p	Data Transfer	11,883KB	SDG6GB	0.00
08:17p	Data Transfer	349KB	SDG6GB	0.00
Thursday, 05/29				
06:19a	Data Transfer	113KB	SDG6GB	0.00
10:38a	Data Transfer	20,345KB	SDG6GB	0.00
05:12p	Data Transfer	2,206KB	SDG6GB	0.00
Friday, 05/30				
07:11a	Data Transfer	307KB	SDG6GB	0.00
12:11p	Data Transfer	347KB	SDG6GB	0.00
04:20p	Data Transfer	389KB	SDG6GB	0.00
08:11p	Data Transfer	4,192KB	SDG6GB	0.00
Saturday, 05/31				
03:11a	Data Transfer	4,119KB	SDG6GB	0.00
04:48p	Data Transfer	34KB	SDG6GB	0.00
05:25p	Data Transfer	22KB	SDG6GB	0.00
05:50p	Data Transfer	60KB	SDG6GB	0.00
08:01p	Data Transfer	4,171KB	SDG6GB	0.00
08:49p	Data Transfer	370KB	SDG6GB	0.00
07:09p	Data Transfer	2,667KB	SDG6GB	0.00
08:11p	Data Transfer	8,194KB	SDG6GB	0.00
11:11p	Data Transfer	30KB	SDG6GB	0.00
Sunday, 06/01				
09:09a	Data Transfer	53KB	SDG6GB	0.00
10:09a	Data Transfer	6,165KB	SDG6GB	0.00
02:09p	Data Transfer	3,609KB	SDG6GB	0.00
Monday, 06/02				
03:57p	Data Transfer	792KB	SDG6GB	0.00
08:09p	Data Transfer	263KB	SDG6GB	0.00
Tuesday, 06/03				
07:45a	Data Transfer	9,569KB	SDG6GB	0.00
12:43p	Data Transfer	287KB	SDG6GB	0.00
01:28p	Data Transfer	9,227KB	SDG6GB	0.00
03:48p	Data Transfer	947KB	SDG6GB	0.00
Wednesday, 06/04				
08:37a	Data Transfer	15,468KB	SDG6GB	0.00
12:37p	Data Transfer	8,149KB	SDG6GB	0.00
02:05p	Data Transfer	174KB	SDG6GB	0.00
09:37p	Data Transfer	327KB	SDG6GB	0.00
Thursday, 06/05				
09:19a	Data Transfer	4,436KB	SDG6GB	0.00
01:42p	Data Transfer	1,111KB	SDG6GB	0.00
09:12p	Data Transfer	1,205KB	SDG6GB	0.00
00:18p	Data Transfer	497KB	SDG6GB	0.00
Friday, 06/06				
12:05a	Data Transfer	549KB	SDG6GB	0.00
04:05a	Data Transfer	84KB	SDG6GB	0.00
06:05a	Data Transfer	267KB	SDG6GB	0.00
09:27a	Data Transfer	119KB	SDG6GB	0.00
10:54a	Data Transfer	17KB	SDG6GB	0.00
11:10a	Data Transfer	10KB	SDG6GB	0.00

Plaintiff - 1055

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Friday, 06/06				
11:21a	Data Transfer	32KB	SDG6GB	0.00
12:08p	Data Transfer	992KB	SDG6GB	0.00
01:32p	Data Transfer	93KB	SDG6GB	0.00
02:58p	Data Transfer	9,857KB	SDG6GB	0.00
03:58p	Data Transfer	1,868KB	SDG6GB	0.00
05:58p	Data Transfer	20KB	SDG6GB	0.00
06:22p	Data Transfer	132KB	SDG6GB	0.00
07:40p	Data Transfer	190KB	SDG6GB	0.00
Saturday, 06/07				
08:18a	Data Transfer	78KB	SDG6GB	0.00
10:18a	Data Transfer	441,261KB	SDG6GB	0.00
11:40a	Data Transfer	648,888KB	SDG6GB	0.00
12:58p	Data Transfer	504,478KB	SDG6GB	0.00
12:52p	Data Transfer	136,653KB	SDG6GB	0.00
12:57p	Data Transfer	88,025KB	SDG6GB	0.00
01:08p	Data Transfer	41,247KB	SDG6GB	0.00
01:19p	Data Transfer	7KB	SDG6GB	0.00
01:23p	Data Transfer	58,861KB	SDG6GB	0.00
01:42p	Data Transfer	39,067KB	SDG6GB	0.00
01:43p	Data Transfer	70,114KB	SDG6GB	0.00
01:35p	Data Transfer	78,122KB	SDG6GB	0.00
01:48p	Data Transfer	39,088KB	SDG6GB	0.00
01:49p	Data Transfer	97,657KB	SDG6GB	0.00
01:52p	Data Transfer	97,669KB	SDG6GB	0.00
01:54p	Data Transfer	97,048KB	SDG6GB	0.00
01:57p	Data Transfer	61,827KB	SDG6GB	0.00
01:58p	Data Transfer	39,065KB	SDG6GB	0.00
02:02p	Data Transfer	39,065KB	SDG6GB	0.00
02:04p	Data Transfer	68,013KB	SDG6GB	0.00
02:07p	Data Transfer	27,106KB	SDG6GB	0.00
02:08p	Data Transfer	58,594KB	SDG6GB	0.00
02:11p	Data Transfer	39,065KB	SDG6GB	0.00
02:14p	Data Transfer	39,062KB	SDG6GB	0.00
02:16p	Data Transfer	27,645KB	SDG6GB	0.00
02:10p	Data Transfer	54,184KB	SDG6GB	0.00
02:20p	Data Transfer	19,534KB	SDG6GB	0.00
02:21p	Data Transfer	19,489KB	SDG6GB	0.00
02:28p	Data Transfer	8,311KB	SDG6GB	0.00
02:30p	Data Transfer	1,772KB	SDG6GB	0.00
02:45p	Data Transfer	1,089KB	SDG6GB	0.00
02:48p	Data Transfer	2KB	SDG6GB	0.00
02:51p	Data Transfer	187KB	SDG6GB	0.00
02:55p	Data Transfer	98KB	SDG6GB	0.00
02:58p	Data Transfer	20KB	SDG6GB	0.00
03:04p	Data Transfer	17KB	SDG6GB	0.00
03:08p	Data Transfer	124KB	SDG6GB	0.00
03:14p	Data Transfer	10KB	SDG6GB	0.00
03:10p	Data Transfer	6,760KB	SDG6GB	0.00
06:08p	Data Transfer	170KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Saturday, 06/07				
07:08p	Data Transfer	24,387KB	SDG6GB	0.00
10:08p	Data Transfer	97,500KB	SDG6GB	0.00
11:04p	Data Transfer	25,308KB	SDG6GB	0.00
Sunday, 06/08				
09:04a	Data Transfer	10,248KB	SDG6GB	0.00
10:04a	Data Transfer	38,852KB	SDG6GB	0.00
10:42a	Data Transfer	13,739KB	SDG6GB	0.00
01:04p	Data Transfer	3,009KB	SDG6GB	0.00
02:14p	Data Transfer	12,931KB	SDG6GB	0.00
04:04p	Data Transfer	932KB	SDG6GB	0.00
04:53p	Data Transfer	1,831KB	SDG6GB	0.00
06:49p	Data Transfer	272KB	SDG6GB	0.00
05:54p	Data Transfer	3KB	SDG6GB	0.00
08:18p	Data Transfer	38,988KB	SDG6GB	0.00
08:23p	Data Transfer	50KB	SDG6GB	0.00
08:27p	Data Transfer	884KB	SDG6GB	0.00
08:47p	Data Transfer	258KB	SDG6GB	0.00
Monday, 06/09				
08:10a	Data Transfer	59KB	SDG6GB	0.00
08:11a	Data Transfer	1KB	SDG6GB	0.00
08:11a	Data Transfer	3,892KB	SDG6GB	0.00
08:22a	Data Transfer	1,486KB	SDG6GB	0.00
08:39a	Data Transfer	6,477KB	SDG6GB	0.00
12:50p	Data Transfer	3,094KB	SDG6GB	0.00
02:41p	Data Transfer	333KB	SDG6GB	0.00
04:54p	Data Transfer	1,638KB	SDG6GB	0.00
05:00p	Data Transfer	448KB	SDG6GB	0.00
05:03p	Data Transfer	142KB	SDG6GB	0.00
08:42p	Data Transfer	450KB	SDG6GB	0.00
Tuesday, 06/10				
05:59a	Data Transfer	10KB	SDG6GB	0.00
07:26a	Data Transfer	12KB	SDG6GB	0.00
07:33a	Data Transfer	8,644KB	SDG6GB	0.00
08:50a	Data Transfer	330KB	SDG6GB	0.00
09:49a	Data Transfer	100KB	SDG6GB	0.00
10:04a	Data Transfer	5,463KB	SDG6GB	0.00
11:27a	Data Transfer	4,320KB	SDG6GB	0.00
12:52p	Data Transfer	352KB	SDG6GB	0.00
12:59p	Data Transfer	6,901KB	SDG6GB	0.00
05:33p	Data Transfer	20KB	SDG6GB	0.00
05:40p	Data Transfer	33KB	SDG6GB	0.00
05:55p	Data Transfer	38KB	SDG6GB	0.00
06:07p	Data Transfer	242KB	SDG6GB	0.00
07:01p	Data Transfer	102KB	SDG6GB	0.00
07:39p	Data Transfer	5,897KB	SDG6GB	0.00
11:11p	Data Transfer	10KB	SDG6GB	0.00
Wednesday, 06/11				
08:44a	Data Transfer	7KB	SDG6GB	0.00
09:24a	Data Transfer	18KB	SDG6GB	0.00
10:01a	Data Transfer	98KB	SDG6GB	0.00
10:41a	Data Transfer	10,140KB	SDG6GB	0.00
12:44p	Data Transfer	413KB	SDG6GB	0.00

Plaintiff - 1056

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Wednesday, 06/11				
01:41p	Data Transfer	98KB	SDG6GB	0.00
03:01p	Data Transfer	23KB	SDG6GB	0.00
03:54p	Data Transfer	4,486KB	SDG6GB	0.00
04:24p	Data Transfer	8,880KB	SDG6GB	0.00
08:28p	Data Transfer	77KB	SDG6GB	0.00
Thursday, 06/12				
08:14a	Data Transfer	19,535KB	SDG6GB	0.00
09:40a	Data Transfer	2,414KB	SDG6GB	0.00
09:00p	Data Transfer	2,239KB	SDG6GB	0.00
10:47p	Data Transfer	1,849KB	SDG6GB	0.00
Friday, 06/13				
09:10a	Data Transfer	133KB	SDG6GB	0.00
11:04a	Data Transfer	1,648KB	SDG6GB	0.00
11:25a	Data Transfer	81KB	SDG6GB	0.00
11:35a	Data Transfer	21KB	SDG6GB	0.00
01:49p	Data Transfer	43KB	SDG6GB	0.00
02:20p	Data Transfer	0KB	SDG6GB	0.00
03:18p	Data Transfer	44KB	SDG6GB	0.00
04:01p	Data Transfer	9KB	SDG6GB	0.00
04:21p	Data Transfer	29KB	SDG6GB	0.00
05:03p	Data Transfer	8KB	SDG6GB	0.00
05:07p	Data Transfer	185KB	SDG6GB	0.00
06:08p	Data Transfer	1,277KB	SDG6GB	0.00
07:54p	Data Transfer	19,329KB	SDG6GB	0.00
11:00p	Data Transfer	249KB	SDG6GB	0.00
11:01p	Data Transfer	22KB	SDG6GB	0.00
11:20p	Data Transfer	691KB	SDG6GB	0.00
11:54p	Data Transfer	102KB	SDG6GB	0.00
Saturday, 06/14				
12:06a	Data Transfer	2,695KB	SDG6GB	0.00
08:35a	Data Transfer	3,292KB	SDG6GB	0.00
10:28a	Data Transfer	40KB	SDG6GB	0.00
10:35a	Data Transfer	8,469KB	SDG6GB	0.00
03:12p	Data Transfer	236KB	SDG6GB	0.00
03:13p	Data Transfer	1,927KB	SDG6GB	0.00
05:12p	Data Transfer	2,006KB	SDG6GB	0.00
05:35p	Data Transfer	96KB	SDG6GB	0.00
07:10p	Data Transfer	3,102KB	SDG6GB	0.00
09:35p	Data Transfer	10,537KB	SDG6GB	0.00
Monday, 06/16				
02:02p	Data Transfer	178KB	SDG6GB	0.00
Subtotal for Data Plans:		3,447,678KB		0.00
Subtotal for KB's:		3,447,678KB		0.00
Picture/Video Messages				
Tuesday, 05/20				
[redacted]				
Saturday, 06/24				
02:08p Sent	603-312-2804	Plct Video MSG	UNLMSG	0.00
Saturday, 06/24				
02:08p Sent	603-668-3707	Plct Video MSG	UNLMSG	0.00
Thursday, 06/12				
10:03a Rcvd	603-348-2437	Plct Video MSG	UNLMSG	0.00
Friday, 06/13				
09:23p Sent	603-238-1286	Plct Video MSG	UNLMSG	0.00
Saturday, 06/14				
09:48a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Sunday, 06/15				
02:15p Rcvd	603-348-2437	Plct Video MSG	UNLMSG	0.00
02:15p Rcvd	603-348-2437	Plct Video MSG	UNLMSG	0.00
03:49p Rcvd	603-348-2437	Plct Video MSG	UNLMSG	0.00
03:50p Rcvd	603-348-2437	Plct Video MSG	UNLMSG	0.00
Tuesday, 06/17				
10:22a Rcvd	603-448-8740	Plct Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 11				0.00
Total Data Detail				0.00

Rate Code:
SDG6GB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

Plaintiff - 1057

at&t

KERRY PAUL [redacted]

Page: 1 of 3
Bill Cycle Date: 06/18/14 - 07/17/14
Account: [redacted]
Foundation Account:

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Wireless Statement

Bill At A Glance

Previous Balance	$159.88
Payment - 07/10 - Thank You!	$159.88CR
Adjustments	$0.00
Balance	$0.00
New Charges	$159.72
Amount to be Debited	**$159.72**

Your Credit Card will be Debited on or after Aug 10, 2014

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- Unlimited Text
- 10GB shared data

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Service Summary

Service		Page	Total
Wireless			$159.72
[redacted]	$41.61	1	
[redacted]	$118.11	2	
Total New Charges			$159.72

Wireless

Group 1 - Data Summary - Jun 18 thru Jul 17

Mobile Share 6GB with Unlimited Talk & Text - Includes 6 gigabytes of domestic data, $15 per each additional 1 gigabyte of data. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone, Mobile Hotspot, tethering, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network.

	Mobile Share Data Used (MB)
[redacted]	382
[redacted]	2,761
Total	3,143

[redacted]

Mobile Share for iPhone - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For important information about your bill, please see the News You Can Use section (Page 3).

Wireless Services provided by AT&T Mobility, LLC.

Your Credit Card will be Debited on or after: Aug 10, 2014 **$159.72**

at&t

Account Number [redacted]

KERRY PAUL [redacted]

AT&T MOBILITY
PO Box 537104
Atlanta, GA 30353-7104

926005341247275670000000015972000000016972004

Plaintiff - 1058

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[redacted]

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jul 18 thru Aug 17

1. Mobile Share for iPhone	35.00
2. International Roaming - Expanded	0.00
Total Monthly Charges	**35.00**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	290
Night & Weekend Minutes	
Minutes Used	153

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	864
Mobile Share 6GB with Unlimited Talk & Text	
Individual MB Used	362

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

3. Administrative Fee	0.61
4. Federal Universal Service Charge	1.79
5. Municipal Business License Surcharge	0.39
6. Regulatory Cost Recovery Charge	0.62
Total Surcharges and Other Fees	3.31

Government Fees and Taxes

7. 911 Service Fee	0.62
8. County Sales Tax - Telecom	0.39
9. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30

Total Other Charges & Credits	**6.61**
Total for [redacted]	**41.61**

[redacted]

Mobile Share for iPhone on 4G LTE - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature, Mobile Share voice and data plan required.

International Roaming - Expanded - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Monthly Charges - Jul 18 thru Aug 17

1. Mobile Share 6GB with Unlimited Talk & Text	90.00
2. Mobile Share for iPhone on 4G LTE	35.00
3. International Roaming - Expanded	0.00
4. National Account Discount	13.50CR
Total Monthly Charges	**111.50**

Other Charges and Credits

Voice Usage Summary

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	1,550
Night & Weekend Minutes	
Minutes Used	210

Data Usage Summary

Mobile Share Messaging	Unlimited
Used	937
Mobile Share 6GB with Unlimited Talk & Text	
Included in Plan MB	6,144
Individual MB Used	2,781
Others in Group MB Used	382

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Surcharges and Other Fees

5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.79
7. Municipal Business License Surcharge	0.39
8. Regulatory Cost Recovery Charge	0.62
Total Surcharges and Other Fees	3.31

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#9WNJ527

[redacted]

Other Charges and Credits - Continued

Government Fees and Taxes	
9. 911 Service Fee	0.62
10. County Sales Tax - Telecom	0.39
11. SC State Sales Tax - Telecom	2.29
Total Government Fees and Taxes	3.30
Total Other Charges & Credits	**6.61**
Total for [redacted]	**118.11**
Total for Wireless accounts	**159.72**

News You Can Use

MOVING SOON?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed internet and Digital TV services. 800-MOVE-ATT (800-668-3288) or visit www.att.com/move.

OUR BEST-EVER PRICING, ADD A LINE TODAY.
Get four lines for $160/month with Unlimited Talk & Text, plus 10 GB shared data - AT&T Mobile Share(R) Value plans! Call 800-449-1672 or visit www.att.com/addaline.

MOBILITY ADMINISTRATIVE FEE
Effective July 13, 2014, the Administrative Fee will be $0.61 per line per month for Corporate Responsibility User lines. For more information about the Administrative Fee, please visit www.att.com/additionalcharges.

Important Information

LATE PAYMENT FEE
The late payment fee for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is $5.

ELECTRONIC CHECK CONVERSION
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It's easy, secure, and convenient!

TAX ID
AT&T Mobility Tax ID # 84-1559970.

SURCHARGES AND OTHER FEES
In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. See www.att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

WRITTEN CORRESPONDENCE
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, PO Box 769, Atwater, CA 95301-0755.

Plaintiff - 1060

at&t

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Wednesday, 06/18				
04:29p	Sent	[redacted]	Plot Video MSG	UNLMSG	0.00
10:01p	Sent		Plot Video MSG	UNLMSG	0.00
10:01p	Sent		Plot Video MSG	UNLMSG	0.00
10:23p	Sent		Plot Video MSG	UNLMSG	0.00
10:33p	Sent		Plot Video MSG	UNLMSG	0.00
Saturday, 06/21					
11:11a	Rcvd		Plot Video MSG	UNLMSG	0.00
Monday, 06/23					
09:42a	Sent		Plot Video MSG	UNLMSG	0.00
Wednesday, 06/25					
09:04a	Rcvd		Plot Video MSG	UNLMSG	0.00
09:08a	Rcvd		Plot Video MSG	UNLMSG	0.00
Monday, 06/30					
08:27a	Sent		Plot Video MSG	UNLMSG	0.00
07:10p	Rcvd		Plot Video MSG	UNLMSG	0.00
Thursday, 07/10					
12:00p	Rcvd		Plot Video MSG	UNLMSG	0.00
Friday, 07/11					
04:37p	Rcvd		Plot Video MSG	UNLMSG	0.00
Monday, 07/14					
01:08p	Sent		Plot Video MSG	UNLMSG	0.00
01:08p	Sent		Plot Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 16					0.00
Total Data Detail					0.00

Rate Code:
SDDSGB = Mobile Share 6GB with Unlimited Talk & Text
UNLMSG = Mobile Share Messaging

[redacted]

Call Detail

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Wednesday, 06/18							
11:20a	DAYTON FL	386-461-8643	SDDV		1	0.00	0.00
11:21a	COLUMB SC	803-461-5639	SDDV		16	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
01:17p	COLUMB SC	803-896-5145	SDDV		14	0.00	0.00
01:31p	COLUMB SC	803-309-1067	SDDV		2	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV	CW	[redacted]	0.00	0.00
02:10p	DAYTON FL	386-461-8643	SDDV		11	0.00	0.00
03:05p	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
07:12p	LEXING SC	803-808-7370	SDDV		2	0.00	0.00
07:31p	COLUMB SC	803-699-7742	SDDV		12	0.00	0.00
Thursday, 06/19							
00:18a	COLUMB SC	803-603-8707	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
12:49p	INCOMI CL	803-707-0674	SDDV		2	0.00	0.00
12:54p	COLUMB SC	803-764-2614	SDDV		1	0.00	0.00
02:20p	COLUMB SC	803-497-4381	SDDV		8	0.00	0.00
02:28p	COLUMB SC	803-836-5145	SDDV		1	0.00	0.00
02:28p	INCOMI CL	803-896-5145	SDDV		2	0.00	0.00
02:34p	COLUMB SC	803-309-2615	SDDV		2	0.00	0.00
04:54p	COLUMB SC	803-699-7742	SDDV		1	0.00	0.00
04:57p	INCOMI CL	803-699-7742	SDDV		15	0.00	0.00
05:11p	CALL WAIT	803-808-8757	SDDV	CW	30	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:04p	INCOMI CL	[redacted]	SDDV		1	0.00	0.00
08:04p	INCOMI CL	803-707-0674	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:58p	ANDERS SC	864-226-5436	SDDV		5	0.00	0.00
09:05p	COLUMB SC	803-348-2437	SDDV		5	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
Friday, 06/20							
08:23a	COLUMB SC	803-896-5145	SDDV		1	0.00	0.00
08:24a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
12:56p	INCOMI CL	803-896-5145	SDDV		5	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
03:25p	COLUMB SC	803-261-9100	SDDV		2	0.00	0.00
04:27p	W PALM FL	561-643-8276	SDDV		1	0.00	0.00
04:43p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
04:50p	INCOMI CL	803-461-5639	SDDV		4	0.00	0.00
05:21p	COLUMB SC	803-461-5639	SDDV		10	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
05:39p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
06:23p	COLUMB SC	803-261-9100	SDDV		1	0.00	0.00
06:24p	W PALM FL	561-643-8276	SDDV		2	0.00	0.00
08:28p	COLUMB SC	803-309-2615	SDDV		1	0.00	0.00
08:29p	COLUMB SC	803-360-8506	SDDV		1	0.00	0.00
08:30p	CALL WAIT	803-309-2615	SDDV	CW	6	0.00	0.00
Saturday, 06/21							
12:01p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
12:05p	DAYTON FL	386-679-5014	SDDV		5	0.00	0.00
02:20p	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
05:57p	COLUMB SC	803-360-8506	SDDV		1	0.00	0.00
07:50p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
Sunday, 06/22							
11:28a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
Monday, 06/23							
00:43a	DAYTON FL	386-461-8643	SDDV		1	0.00	0.00
08:49a	DAYTON FL	386-679-5014	SDDV		1	0.00	0.00

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Monday, 06/23							
[redacted]			SDDV		[redacted]	0.00	0.00
11:30a	INCONI CL	980-481-8643	SDDV		3	0.00	0.00
06:01p	FTLAUD FL	954-557-6946	SDDV		1	0.00	0.00
Tuesday, 06/24							
09:50a	WINTER FL	407-710-7136	SDDV		4	0.00	0.00
10:28a	INCONI CL	386-481-8643	SDDV		1	0.00	0.00
11:19a	INCONI CL	386-481-8643	SDDV		1	0.00	0.00
12:59p	COLUMB SC	803-360-8506	SDDV		1	0.00	0.00
Wednesday, 06/25							
11:19a	INCONI CL	386-481-8643	SDDV		2	0.00	0.00
07:45p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
07:50p	INCONI CL	386-481-8643	SDDV		2	0.00	0.00
07:51p	DAYTON FL	386-481-8643	SDDV		1	0.00	0.00
07:57p	INCONI CL	386-679-5814	SDDV		1	0.00	0.00
Thursday, 06/26							
11:34a	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
11:35a	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
03:23p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
07:41p	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
08:10p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
08:10p	DAYTON FL	386-481-8643	SDDV		1	0.00	0.00
Friday, 06/27							
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
10:12a	COLUMB SC	803-340-2437	SDDV		4	0.00	0.00
04:02p	COLUMB SC	803-724-4788	SDDV		8	0.00	0.00
05:47p	INCONI CL	803-348-2437	SDDV		7	0.00	0.00
08:12p	COLUMB SC	803-767-0674	SDDV		8	0.00	0.00
08:42p	BOCA R FL	561-465-4484	SDDV		1	0.00	0.00
08:43p	BOCA R FL	561-465-4484	SDDV		1	0.00	0.00
Saturday, 06/28							
02:32p	COLUMB SC	803-309-2616	SDDV		1	0.00	0.00
06:52p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
06:53p	DAYTON FL	386-481-8643	SDDV		2	0.00	0.00
06:59p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
07:08p	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
08:28p	COLUMB SC	803-348-2437	SDDV		8	0.00	0.00
Sunday, 06/29							
12:52p	INCONI CL	803-309-2616	SDDV		25	0.00	0.00
02:02p	INCONI CL	803-309-1067	SDDV		39	0.00	0.00
04:28p	INCONI CL	803-309-1067	SDDV		6	0.00	0.00
Monday, 06/30							
10:14a	INCONI CL	803-553-4422	SDDV		5	0.00	0.00
10:28a	DAYTON FL	386-679-5814	SDDV		17	0.00	0.00
10:55a	COLUMB SC	803-890-5146	SDDV		8	0.00	0.00
12:48p	INCONI CL	803-553-4422	SDDV		16	0.00	0.00
02:12p	INCONI CL	803-866-5145	SDDV		5	0.00	0.00
03:31p	INCONI CL	803-309-2615	SDDV		11	0.00	0.00
08:33p	INCONI CL	803-481-5639	SDDV		3	0.00	0.00
Monday, 06/30							
08:35p	INCONI CL	803-401-8639	SDDV		24	0.00	0.00
Tuesday, 07/01							
12:57p	INCONI CL	803-866-5145	SDDV		2	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
04:33p	COLUMB SC	803-553-4422	SDDV		11	0.00	0.00
04:43p	COLUMB SC	803-553-4422	SDDV		8	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
09:30p	DAYTON FL	386-679-5814	SDDV		4	0.00	0.00
06:35p	FORT M FL	239-246-2230	SDDV		1	0.00	0.00
Wednesday, 07/02							
11:58a	COLUMB SC	803-866-5146	SDDV		1	0.00	0.00
12:05p	INCONI CL	803-866-5145	SDDV		2	0.00	0.00
01:37p	INCONI CL	803-553-4422	SDDV		16	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
Thursday, 07/03							
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
10:40a	DAVIS CA	530-902-7685	SDDV		2	0.00	0.00
10:52a	COLUMB SC	803-866-5145	SDDV		4	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
11:36a	INCONI CL	919-949-1627	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
12:08p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
01:16p	INCONI CL	803-553-4422	SDDV		28	0.00	0.00
09:27p	COLUMB SC	803-481-5630	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:56p	COLUMB SC	803-481-8639	SDDV		5	0.00	0.00
07:28p	INCONI CL	803-553-4422	SDDV		2	0.00	0.00
08:32p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
Friday, 07/04							
09:49a	COLUMB SC	803-340-2437	SDDV		1	0.00	0.00
09:49a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:49a	MEMPT VA	757-320-8918	SDDV		1	0.00	0.00
09:50a	NORFOL VA	757-679-1218	SDDV		2	0.00	0.00
09:06a	DAYTON FL	386-481-8643	SDDV		1	0.00	0.00
09:07a	DAYTON FL	386-679-5814	SDDV		1	0.00	0.00
01:03p	INCONI CL	980-481-8643	SDDV		2	0.00	0.00
04:41p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
08:30p	FORT M FL	239-246-2230	SDDV		1	0.00	0.00
Saturday, 07/05							
09:53a	COLUMB SC	803-309-1067	SDDV		2	0.00	0.00
09:55a	DAYTON FL	386-679-5814	SDDV		10	0.00	0.00
10:08a	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
10:22a	INCONI CL	803-767-0674	SDDV		1	0.00	0.00
09:08p	DAYTON FL	386-481-8643	SDDV		3	0.00	0.00
Sunday, 07/06							
03:20p	MYRTLE SC	843-997-6023	SDDV		1	0.00	0.00
03:39p	INCONI CL	707-788-4781	SDDV		9	0.00	0.00
03:52p	PTLN H CA	707-788-4781	SDDV		20	0.00	0.00
04:14p	COLUMB SC	803-309-1067	SDDV		7	0.00	0.00

KERRY PAUL
520 ASPEN GLADE CT
LEXINGTON, SC 29072-8888

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Sunday, 07/06							
04:42p	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
04:56p	INCOMI CL	803-401-6639	SDDV		15	0.00	0.00
05:11p	INCOMI CL	803-401-6639	SDDV		2	0.00	0.00
Monday, 07/07							
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:41a	COLUMB SC	803-880-0148	SDDV		3	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
11:13a	NEWPT VA	757-320-8819	SDDV		86	0.00	0.00
12:10p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
12:10p	CALL WAIT	803-348-2437	SDDV	CW	1	0.00	0.00
01:15p	COLUMB SC	803-348-2437	SDDV		100	0.00	0.00
02:55p	DAYTON FL	386-461-8643	SDDV		66	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:28p	INCOMI CL	803-348-2437	SDDV		6	0.00	0.00
Tuesday, 07/08							
11:24a	INCOMI CL	803-806-5145	SDDV		3	0.00	0.00
12:28p	INCOMI CL	803-707-0674	SDDV		2	0.00	0.00
12:56p	COLUMB SC	803-807-7017	SDDV		2	0.00	0.00
04:00p	DAYTO FL	530-902-7906	SDDV		3	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
05:10p	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:50p	DAYTON FL	386-461-8643	SDDV		4	0.00	0.00
Wednesday, 07/09							
10:58a	COLUMB SC	803-806-5145	SDDV		1	0.00	0.00
11:13a	INCOMI CL	803-806-5145	SDDV		2	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
01:32p	INCOMI CL	803-603-4422	SDDV		39	0.00	0.00
02:36p	INCOMI CL	803-653-4422	SDDV		8	0.00	0.00
04:31p	COLUMB SC	803-309-2815	SDDV		2	0.00	0.00
04:35p	COLUMB SC	803-309-2815	SDDV		4	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
08:54p	INCOMI CL	803-401-6639	SDDV		13	0.00	0.00
Thursday, 07/10							
[redacted]			SDDV		[redacted]	0.00	0.00
10:08a	COLUMB SC	803-806-5145	SDDV		4	0.00	0.00
[redacted]			SDDV		2	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
02:31p	LEXING SC	803-808-3285	SDDV		1	0.00	0.00
02:34p	LEXING SC	803-808-3285	SDDV		1	0.00	0.00
02:40p	LEXING SC	803-808-3285	SDDV		1	0.00	0.00
02:46p	Toll F CL	800-347-1091	SDDV		25	0.00	0.00
03:10p	COLUMB SC	803-896-5145	SDDV		7	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Thursday, 07/10							
05:12p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		20	0.00	0.00
05:42p	INCOMI CL	803-309-2815	SDDV		5	0.00	0.00
08:47p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
Friday, 07/11							
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		1	0.00	0.00
08:31a	COLUMB SC	803-807-7017	SDDV		1	0.00	0.00
08:50a	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
09:20a	DAYTON FL	386-679-6814	SDDV		5	0.00	0.00
[redacted]			SDDV		14	0.00	0.00
09:54a	COLUMB SC	803-880-0148	SDDV		2	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
01:50p	INCOMI CL	800-347-1091	SDDV		1	0.00	0.00
05:25p	COLUMB SC	803-787-0674	SDDV		1	0.00	0.00
07:37p	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
Saturday, 07/12							
08:34p	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
08:54p	INCOMI CL	8034815639	SDDV		17	0.00	0.00
Sunday, 07/13							
03:37p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
04:36p	DAYTON FL	386-461-8643	SDDV		1	0.00	0.00
04:38p	COLUMB SC	803-673-7250	SDDV		2	0.00	0.00
04:40p	COLUMB SC	803-309-1067	SDDV		1	0.00	0.00
05:56p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
08:40p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
08:41p	COLUMB SC	803-787-0674	SDDV		2	0.00	0.00
07:37p	LEXING SC	803-359-0778	SDDV		2	0.00	0.00
Monday, 07/14							
10:52a	INCOMI CL	3868796814	SDDV		1	0.00	0.00
10:57a	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
11:01a	LEXING SC	803-359-0318	SDDV		1	0.00	0.00
11:02a	LEXING SC	803-359-0318	SDDV		1	0.00	0.00
11:03a	LEXING SC	803-359-0318	SDDV		3	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
11:45a	COLUMB SC	803-360-9506	SDDV		3	0.00	0.00
01:07p	INCOMI CL	8038965145	SDDV		3	0.00	0.00
03:22p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:28p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
03:58p	COLUMB SC	803-309-2815	SDDV		5	0.00	0.00
08:34p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
09:12p	COLUMB SC	803-673-7288	SDDV		1	0.00	0.00
09:10p	INCOMI CL	8038797288	SDDV		0	0.00	0.00
Tuesday, 07/15							
11:01a	INCOMI CL	8033006506	SDDV		5	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
11:38a	INCOMI CL	8038035145	SDDV		3	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
01:05p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
01:11p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00

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[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Addl Charges
Tuesday, 07/15							
01:12p	BLOOMI IL	309-828-7531	SDDV		2	0.00	0.00
01:33p	INCOMI CL	3096287631	SDDV		1	0.00	0.00
01:59p	COLUMB SC	804-461-8539	SDDV		1	0.00	0.00
02:12p	COLUMB SC	909-360-8506	SDDV		1	0.00	0.00
03:12p	DAYTON FL	386-679-6814	SDDV		1	0.00	0.00
04:02p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
04:03p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
04:50p	LEXING SC	803-356-7179	SDDV		1	0.00	0.00
05:13p	INCOMI CL	8033482437	SDDV		1	0.00	0.00
Wednesday, 07/16							
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
12:11p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
01:10p	INCOMI CL	8038965146	SDDV		3	0.00	0.00
03:21p	COLUMB SC	803-553-4422	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
03:23p	COLUMB SC	803-553-4422	SDDV		20	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
06:33p	INCOMI CL	8037070074	SDDV		12	0.00	0.00
08:19p	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
08:20p	CALL WAIT	8033092815	SDDV	CW	2	0.00	0.00
08:34p	INCOMI CL	8039578767	SDDV		2	0.00	0.00
11:18p	DAYTON FL	386-451-8843	SDDV		1	0.00	0.00
Thursday, 07/17							
08:58a	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
11:51a	COLUMB SC	803-309-5145	SDDV		3	0.00	0.00
03:43p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
[redacted]			SDDV		[redacted]	0.00	0.00
Subtotal					1,780	0.00	0.00

Rate Code:
SDDV = Mobile Share with Unlimited Talk & Text

Feature Code:
CW = Call Waiting

Data Detail

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Wednesday, 06/18				
11:12a	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:12a	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:16a	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:16p	Sent	803-603-8767	Text Message	UNLMSG 0.00

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Thursday, 06/19				
07:39a	Rcvd	803-603-8767	Text Message	UNLMSG 0.00
08:18a	Sent	803-603-8767	Text Message	UNLMSG 0.00
01:22p	Rcvd	803-603-8767	Text Message	UNLMSG 0.00
02:14p	Sent	803-603-8767	Text Message	UNLMSG 0.00
10:48p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:52p	Sent	803-553-4422	Text Message	UNLMSG 0.00
10:53p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:53p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:56p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:57p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:57p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:57p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:57p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:57p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:58p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
10:59p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:00p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:00p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:00p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:00p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:01p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:01p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:01p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:02p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:02p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:03p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:04p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:04p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:05p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:06p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:07p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:07p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:08p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:08p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:09p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:09p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:09p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:09p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:10p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:10p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:10p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:10p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:11p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:11p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:11p	Sent	803-553-4422	Text Message	UNLMSG 0.00
11:12p	Rcvd	803-553-4422	Text Message	UNLMSG 0.00
11:12p	Sent	803-553-4422	Text Message	UNLMSG 0.00

Plaintiff - 1064

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 06/19					
11:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:12p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:12p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:13p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:13p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:13p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:14p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:14p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:14p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:14p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:15p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:15p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:15p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:15p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:16p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:16p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:16p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:16p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:19p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:19p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:19p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:20p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:20p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:20p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:21p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:22p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:22p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:22p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:22p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:23p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:24p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:24p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:24p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 06/19					
11:26p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:26p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:26p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:26p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:26p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:30p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:50p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:50p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:51p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:51p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:52p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:52p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:52p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:53p	Sent	803-553-4422	Text Message	UNLMSG	0.00
11:53p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:54p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:55p	Sent	803-553-4422	Text Message	UNLMSG	0.00
Friday, 06/20					
10:01a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:02a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:16a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:17a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:18a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:18a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:19a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:19a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:20a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:20a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:21a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:21a	Sent	803-461-5839	Text Message	UNLMSG	0.00
10:21a	Sent	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
10:21a	Sent	803-461-5839	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
10:21a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:22a	Rcvd	803-461-5839	Text Message	UNLMSG	0.00
10:22a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
10:23a	Sent	803-461-5839	Text Message	UNLMSG	0.00
10:23a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:24a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
10:24a	Sent	803-461-5839	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
10:24a	Sent	530-902-7695	Text Message	UNLMSG	0.00
10:24a	Rcvd	803-461-5839	Text Message	UNLMSG	0.00
10:25a	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
12:57p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:03p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:03p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Friday, 06/20					
01:03p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:04p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:04p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:04p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
01:04p	Sent	303-553-4422	Text Message	UNLMSG	0.00
01:05p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
04:23p	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
07:47p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
07:51p	Sent	303-553-4422	Text Message	UNLMSG	0.00
07:52p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
09:13p	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
Saturday, 06/21					
10:43a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:44a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:54a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:54a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
11:58a	Rcvd	303-360-3506	Text Message	UNLMSG	0.00
02:40p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
02:40p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
07:14p	Sent	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
09:10p	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
Sunday, 06/22					
09:49a	Rcvd	303-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
10:33a	Rcvd	303-348-2437	MTN TEXT MESSAG	UNLMSG	0.00
06:55p	Rcvd	303-360-3506	Text Message	UNLMSG	0.00
07:17p	Rcvd	303-360-3506	Text Message	UNLMSG	0.00
07:36p	Rcvd	303-360-3506	Text Message	UNLMSG	0.00
09:22p	Sent	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
09:29p	Rcvd	530-902-7695	Text Message	UNLMSG	0.00
09:34p	Sent	530-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
Monday, 06/23					
09:57a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
09:44a	Sent	386-451-8643	Text Message	UNLMSG	0.00
09:33a	Rcvd	309-539-3179	MTN TEXT MESSAG	UNLMSG	0.00
01:43p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:44p	Sent	386-451-8643	Text Message	UNLMSG	0.00
01:45p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:48p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:48p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:52p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:58p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:59p	Sent	386-451-8643	Text Message	UNLMSG	0.00
02:01p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 06/23					
02:02p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
02:03p	Sent	386-451-8643	Text Message	UNLMSG	0.00
02:08p	Sent	386-451-8643	Text Message	UNLMSG	0.00
02:32p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
02:32p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
02:40p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
03:12p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:14p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:14p	Sent	303-553-4422	Text Message	UNLMSG	0.00
03:16p	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
03:45p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
03:48p	Sent	386-451-8643	Text Message	UNLMSG	0.00
04:09p	Sent	386-451-8643	Text Message	UNLMSG	0.00
Tuesday, 06/24					
10:23a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:24a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:24a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:32a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:32a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:33a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:33a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:33a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:34a	Sent	303-553-4422	Text Message	UNLMSG	0.00
10:34a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
10:34a	Rcvd	303-553-4422	Text Message	UNLMSG	0.00
06:29p	Sent	386-451-8643	Text Message	UNLMSG	0.00
06:29p	Sent	386-679-8814	Text Message	UNLMSG	0.00
08:31p	Rcvd	386-679-8814	Text Message	UNLMSG	0.00
08:39p	Sent	805-401-5639	Text Message	UNLMSG	0.00
09:09p	Rcvd	805-401-5639	Text Message	UNLMSG	0.00
10:20p	Sent	805-401-5639	Text Message	UNLMSG	0.00
Thursday, 06/26					
08:59a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:59a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:59a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:61a	Sent	561-543-8270	Text Message	UNLMSG	0.00
08:55a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:55a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:55a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:55a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:55a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:56a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
08:56a	Rcvd	561-543-8270	Text Message	UNLMSG	0.00
09:03a	Sent	561-543-8270	Text Message	UNLMSG	0.00
07:53p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
Friday, 06/27					
[redacted]			Text Message	UNLMSG	0.00
Saturday, 06/28					
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
10:42a	Sent	386-451-8643	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Saturday, 06/28					
10:43a	Sent	386-679-6814	Text Message	UNLMSG	0.00
10:47a	Rcvd	386-461-8643	Text Message	UNLMSG	0.00
10:47a	Sent	386-679-6814	Text Message	UNLMSG	0.00
10:47a	Sent	386-451-8643	Text Message	UNLMSG	0.00
10:47a	Sent	386-678-6814	Text Message	UNLMSG	0.00
10:47a	Sent	386-461-8643	Text Message	UNLMSG	0.00
[redacted]					
05:13p	Sent	239-248-2230	MTN TEXT MESSAG	UNLMSG	0.00
07:02p	Sent	803-461-6639	Text Message	UNLMSG	0.00
07:08p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
09:34p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
11:03p	Sent	630-902-7695	Text Message	UNLMSG	0.00
Monday, 06/30					
09:03a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:04a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:04a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:09a	Sent	803-553-4422	Text Message	UNLMSG	0.00
10:11a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:11a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
10:12a	Sent	803-553-4422	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
02:38p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
02:41p	Sent	803-461-6639	Text Message	UNLMSG	0.00
02:41p	Sent	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
02:42p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
06:24p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
06:27p	Sent	803-461-6639	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
06:27p	Sent	630-902-7695	Text Message	UNLMSG	0.00
06:28p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
06:28p	Sent	803-461-6639	Text Message	UNLMSG	0.00
06:28p	Sent	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
06:38p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
07:09p	Sent	803-461-6639	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
07:09p	Sent	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
07:10p	Sent	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
Tuesday, 07/01					
03:23p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Tuesday, 07/01					
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
04:01p	Sent	803-553-4422	Text Message	UNLMSG	0.00
04:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
07:18p	Sent	803-461-6639	Text Message	UNLMSG	0.00
07:19p	Sent	803-461-6639	Text Message	UNLMSG	0.00
07:26p	Rcvd	803-461-5039	Text Message	UNLMSG	0.00
07:30p	Sent	803-478-6395	Text Message	UNLMSG	0.00
07:42p	Rcvd	803-478-6395	Text Message	UNLMSG	0.00
07:51p	Sent	803-478-6395	Text Message	UNLMSG	0.00
07:55p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
07:55p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
07:56p	Sent	803-461-6639	Text Message	UNLMSG	0.00
07:57p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
08:03p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
08:10p	Sent	630-902-7695	Text Message	UNLMSG	0.00
09:33p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
[redacted]			Text Message	UNLMSG	0.00
Wednesday, 07/02					
09:11a	Sent	386-461-8643	Text Message	UNLMSG	0.00
01:04p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:06p	Sent	803-803-4422	Text Message	UNLMSG	0.00
01:37p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:37p	Sent	803-553-4422	Text Message	UNLMSG	0.00
07:30p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
07:46p	Sent	630-902-7695	Text Message	UNLMSG	0.00
07:46p	Rcvd	630-902-7695	Text Message	UNLMSG	0.00
Thursday, 07/03					
08:07a	Rcvd	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
08:26a	Rcvd	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
08:27a	Sent	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
08:28a	Rcvd	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
09:14a	Sent	803-787-0974	Text Message	UNLMSG	0.00
09:14a	Sent	386-451-8643	Text Message	UNLMSG	0.00
10:12a	Rcvd	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
10:18a	Sent	916-649-1627	MTN TEXT MESSAG	UNLMSG	0.00
07:20p	Sent	803-461-6639	Text Message	UNLMSG	0.00
07:55p	Rcvd	803-461-6639	Text Message	UNLMSG	0.00
Friday, 07/04					
09:58a	Sent	386-461-8643	Text Message	UNLMSG	0.00
09:58a	Sent	386-679-6814	Text Message	UNLMSG	0.00
10:01a	Rcvd	386-679-6814	Text Message	UNLMSG	0.00
05:08p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Saturday, 07/05					
11:55a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
11:55a	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
12:34p	Sent	803-553-4422	Text Message	UNLMSG	0.00
12:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Sunday, 07/06					
05:26p	Sent	803-917-3224	Text Message	UNLMSG	0.00
Monday, 07/07					
10:58a	Rcvd	803-917-3224	Text Message	UNLMSG	0.00

[redacted]

Data Detail - Continued

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Monday, 07/07					
[redacted]					
01:15p	Rcvd	609-693-4422	Text Message	UNLMSG	0.00
02:58p	Sent	803-553-4422	Text Message	UNLMSG	0.00
05:02p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:10p	Sent	803-553-4422	Text Message	UNLMSG	0.00
04:30p	Sent	757-320-0610	Text Message	UNLMSG	0.00
[redacted]					
Tuesday, 07/08					
08:53p	Sent	386-451-8643	Text Message	UNLMSG	0.00
08:25p	Rcvd	803-767-0674	Text Message	UNLMSG	0.00
08:27p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
08:27p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
08:28p	Rcvd	803-767-0674	Text Message	UNLMSG	0.00
08:20p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
09:38p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00
10:06p	Rcvd	530-902-7885	Text Message	UNLMSG	0.00
[redacted]					
Wednesday, 07/09					
12:33p	Sent	803-479-6395	Text Message	UNLMSG	0.00
12:33p	Sent	803-553-3394	Text Message	UNLMSG	0.00
12:44p	Rcvd	803-479-6395	Text Message	UNLMSG	0.00
12:45p	Sent	803-553-3394	Text Message	UNLMSG	0.00
12:45p	Sent	803-479-6395	Text Message	UNLMSG	0.00
12:47p	Rcvd	803-479-6395	Text Message	UNLMSG	0.00
01:16p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:20p	Sent	803-553-4422	Text Message	UNLMSG	0.00
01:25p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
01:26p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:11p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:11p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:12p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:13p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:13p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:15p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:16p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:16p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:17p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:17p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:18p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:24p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:34p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:45p	Sent	803-553-4422	Text Message	UNLMSG	0.00
09:45p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:48p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00

Time		To/From	Type/Unit	Rate Code	
Text Messages					
Thursday, 07/10					
08:12a	Rcvd	309-630-3173	MTN TEXT MESSAG	UNLMSG	0.00
09:46a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
09:46a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
09:47a	Rcvd	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
09:48a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
09:51a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
10:13a	Sent	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
10:13a	Sent	386-451-8643	Text Message	UNLMSG	0.00
10:25a	Rcvd	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
10:26a	Sent	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
10:26a	Sent	386-451-8643	Text Message	UNLMSG	0.00
[redacted]					
11:00a	Sent	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
11:00a	Sent	386-451-8643	Text Message	UNLMSG	0.00
11:10a	Rcvd	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
12:27p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:23p	Sent	386-451-8643	Text Message	UNLMSG	0.00
01:30p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:38p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
01:43p	Sent	386-451-8643	Text Message	UNLMSG	0.00
03:51p	Rcvd	[redacted]	Text Message	UNLMSG	0.00
03:52p	Sent	530-902-7885	Text Message	UNLMSG	0.00
[redacted]					
06:56p	Rcvd	803-479-6395	Text Message	UNLMSG	0.00
06:56p	Sent	803-479-6395	Text Message	UNLMSG	0.00
06:58p	Rcvd	530-902-7885	Text Message	UNLMSG	0.00
07:31p	Rcvd	803-553-4422	Text Message	UNLMSG	0.00
08:08p	Sent	803-553-4422	Text Message	UNLMSG	0.00
Friday, 07/11					
10:09a	Sent	386-451-8643	Text Message	UNLMSG	0.00
10:18a	Rcvd	803-479-6395	Text Message	UNLMSG	0.00
10:18a	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
[redacted]					
02:26p	Rcvd	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
02:26p	Sent	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
02:58p	Sent	386-451-8643	Text Message	UNLMSG	0.00
02:59p	Sent	401-862-1244	MTN TEXT MESSAG	UNLMSG	0.00
04:02p	Sent	386-451-8643	Text Message	UNLMSG	0.00
04:02p	Sent	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
04:02p	Sent	401-862-1244	MTN TEXT MESSAG	UNLMSG	0.00
04:03p	Rcvd	508-577-6710	MTN TEXT MESSAG	UNLMSG	0.00
04:10p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
04:12p	Sent	386-451-8643	Text Message	UNLMSG	0.00
Saturday, 07/12					
11:32a	Sent	386-451-8643	Text Message	UNLMSG	0.00
01:52p	Rcvd	386-451-8643	Text Message	UNLMSG	0.00
08:38p	Sent	803-481-5639	Text Message	UNLMSG	0.00
08:40p	Rcvd	803-481-5639	Text Message	UNLMSG	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Sunday, 07/13				
04:21p Rcvd	888-451-8643	Text Message	UNLMSG	0.00
04:21p Rcvd	888-451-8643	Text Message	UNLMSG	0.00
04:22p Rcvd	888-451-8643	Text Message	UNLMSG	0.00
04:25p Sent	888-451-8643	Text Message	UNLMSG	0.00
[redacted]				
Monday, 07/14				
12:28p Rcvd	88437	Text Message	UNLMSG	0.00
02:06p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:30p Sent	803-553-4422	Text Message	UNLMSG	0.00
02:31p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:31p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:32p Sent	803-553-4422	Text Message	UNLMSG	0.00
02:33p Sent	803-553-4422	Text Message	UNLMSG	0.00
02:33p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:34p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:34p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:34p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:35p Sent	803-553-4422	Text Message	UNLMSG	0.00
02:36p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
02:45p Rcvd	803-461-5639	Text Message	UNLMSG	0.00
02:45p Sent	803-461-5639	Text Message	UNLMSG	0.00
03:04p Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:05p Sent	803-461-5639	Text Message	UNLMSG	0.00
03:07p Rcvd	803-461-5639	Text Message	UNLMSG	0.00
03:54p Rcvd	386-451-8643	Text Message	UNLMSG	0.00
05:05p Sent	386-451-8643	Text Message	UNLMSG	0.00
05:08p Rcvd	386-451-8643	Text Message	UNLMSG	0.00
08:59p Sent	803-553-4422	Text Message	UNLMSG	0.00
09:00p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
09:09p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Tuesday, 07/15				
09:47a Rcvd	803-461-5639	Text Message	UNLMSG	0.00
09:47a Rcvd	803-461-5639	Text Message	UNLMSG	0.00
07:30p Rcvd	630-902-7666	Text Message	UNLMSG	0.00
07:47p Sent	630-902-7666	Text Message	UNLMSG	0.00
09:52p Rcvd	630-902-7666	Text Message	UNLMSG	0.00
Wednesday, 07/16				
[redacted]				0.00
[redacted]				0.00
08:39p Sent	803-553-4422	Text Message	UNLMSG	0.00
08:44p Sent	803-553-4422	Text Message	UNLMSG	0.00
08:44p Sent	803-553-4422	Text Message	UNLMSG	0.00
09:01p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Thursday, 07/17				
04:14p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
04:31p Sent	803-553-4422	Text Message	UNLMSG	0.00
04:31p Sent	803-553-4422	Text Message	UNLMSG	0.00
05:29p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:30p Sent	803-553-4422	Text Message	UNLMSG	0.00

Time	To/From	Type/Unit	Rate Code	
Text Messages				
Thursday, 07/17				
05:30p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:31p Sent	803-553-4422	Text Message	UNLMSG	0.00
05:31p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:32p Sent	803-553-4422	Text Message	UNLMSG	0.00
05:32p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:33p Sent	803-553-4422	Text Message	UNLMSG	0.00
05:33p Sent	803-553-4422	Text Message	UNLMSG	0.00
05:37p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
05:59p Sent	803-553-4422	Text Message	UNLMSG	0.00
06:00p Rcvd	803-553-4422	Text Message	UNLMSG	0.00
Subtotal for Text Messages: 498				0.00
Data Plans				
Sunday, 06/15				
04:58p	Data Transfer	631KB	SDG6GB	0.00
Monday, 06/16				
08:43a	Data Transfer	9,159KB	SDG6GB	0.00
08:22a	Data Transfer	408KB	SDG6GB	0.00
09:10a	Data Transfer	406KB	SDG6GB	0.00
Tuesday, 06/17				
03:43p	Data Transfer	530KB	SDG6GB	0.00
Wednesday, 06/18				
08:14a	Data Transfer	2,788KB	SDG6GB	0.00
05:33p	Data Transfer	317KB	SDG6GB	0.00
Thursday, 06/19				
07:39a	Data Transfer	8KB	SDG6GB	0.00
03:19a	Data Transfer	105KB	SDG6GB	0.00
09:19a	Data Transfer	7,513KB	SDG6GB	0.00
11:42a	Data Transfer	4,000KB	SDG6GB	0.00
12:55p	Data Transfer	12,057KB	SDG6GB	0.00
02:30p	Data Transfer	11,771KB	SDG6GB	0.00
03:32p	Data Transfer	2,838KB	SDG6GB	0.00
04:38p	Data Transfer	272KB	SDG6GB	0.00
04:55p	Data Transfer	1KB	SDG6GB	0.00
05:46p	Data Transfer	37KB	SDG6GB	0.00
09:56p	Data Transfer	28KB	SDG6GB	0.00
08:01p	Data Transfer	8,443KB	SDG6GB	0.00
08:56p	Data Transfer	7,349KB	SDG6GB	0.00
07:22p	Data Transfer	1,217KB	SDG6GB	0.00
08:24p	Data Transfer	3,877KB	SDG6GB	0.00
Friday, 06/20				
11:58a	Data Transfer	176KB	SDG6GB	0.00
02:50p	Data Transfer	11,609KB	SDG6GB	0.00
05:42p	Data Transfer	2,623KB	SDG6GB	0.00
08:33p	Data Transfer	1,442KB	SDG6GB	0.00
09:58p	Data Transfer	140KB	SDG6GB	0.00
Saturday, 06/21				
08:12a	Data Transfer	125KB	SDG6GB	0.00
09:58a	Data Transfer	127KB	SDG6GB	0.00
11:58a	Data Transfer	20,996KB	SDG6GB	0.00
12:58p	Data Transfer	900KB	SDG6GB	0.00
02:20p	Data Transfer	1,471KB	SDG6GB	0.00
04:58p	Data Transfer	250KB	SDG6GB	0.00

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Saturday, 06/21				
06:58p	Data Transfer	102KB	SD66GB	0.00
Sunday, 06/22				
09:00a	Data Transfer	7KB	SD66GB	0.00
10:23a	Data Transfer	227KB	SD66GB	0.00
01:04p	Data Transfer	2,865KB	SD66GB	0.00
01:23p	Data Transfer	25,722KB	SD66GB	0.00
04:04p	Data Transfer	8,266KB	SD66GB	0.00
06:04p	Data Transfer	4,648KB	SD66GB	0.00
08:05p	Data Transfer	554KB	SD66GB	0.00
08:56p	Data Transfer	114KB	SD66GB	0.00
Monday, 06/23				
08:39a	Data Transfer	4,164KB	SD66GB	0.00
08:51a	Data Transfer	2,793KB	SD66GB	0.00
09:20a	Data Transfer	2,556KB	SD66GB	0.00
08:39a	Data Transfer	7,625KB	SD66GB	0.00
10:07a	Data Transfer	472KB	SD66GB	0.00
10:19a	Data Transfer	621KB	SD66GB	0.00
10:22a	Data Transfer	1,120KB	SD66GB	0.00
10:39a	Data Transfer	21,590KB	SD66GB	0.00
11:13a	Data Transfer	21,787KB	SD66GB	0.00
11:29a	Data Transfer	20,497KB	SD66GB	0.00
11:39a	Data Transfer	25,170KB	SD66GB	0.00
11:53a	Data Transfer	349KB	SD66GB	0.00
12:11p	Data Transfer	1,072KB	SD66GB	0.00
12:29p	Data Transfer	5,673KB	SD66GB	0.00
12:39p	Data Transfer	1,117KB	SD66GB	0.00
01:39p	Data Transfer	1,449KB	SD66GB	0.00
02:08p	Data Transfer	1,279KB	SD66GB	0.00
02:05p	Data Transfer	10,703KB	SD66GB	0.00
02:14p	Data Transfer	2,899KB	SD66GB	0.00
02:39p	Data Transfer	5KB	SD66GB	0.00
03:00p	Data Transfer	14KB	SD66GB	0.00
03:10p	Data Transfer	1,918KB	SD66GB	0.00
03:18p	Data Transfer	6,093KB	SD66GB	0.00
03:20p	Data Transfer	13,126KB	SD66GB	0.00
03:28p	Data Transfer	36,986KB	SD66GB	0.00
03:31p	Data Transfer	986KB	SD66GB	0.00
03:39p	Data Transfer	2,374KB	SD66GB	0.00
03:43p	Data Transfer	136KB	SD66GB	0.00
03:47p	Data Transfer	711KB	SD66GB	0.00
03:52p	Data Transfer	502KB	SD66GB	0.00
03:58p	Data Transfer	835KB	SD66GB	0.00
04:10p	Data Transfer	844KB	SD66GB	0.00
04:15p	Data Transfer	13KB	SD66GB	0.00
06:39p	Data Transfer	0.052KB	SD66GB	0.00
Tuesday, 06/24				
09:35a	Data Transfer	1,460KB	SD66GB	0.00
10:01a	Data Transfer	1,819KB	SD66GB	0.00
10:12a	Data Transfer	13,041KB	SD66GB	0.00
10:27a	Data Transfer	10,332KB	SD66GB	0.00
11:26a	Data Transfer	4,601KB	SD66GB	0.00
05:01p	Data Transfer	8,327KB	SD66GB	0.00
05:55p	Data Transfer	343KB	SD66GB	0.00
06:01p	Data Transfer	16,707KB	SD66GB	0.00
06:09p	Data Transfer	5,720KB	SD66GB	0.00
07:29p	Data Transfer	475KB	SD66GB	0.00
07:36p	Data Transfer	16,819KB	SD66GB	0.00
07:44p	Data Transfer	10,154KB	SD66GB	0.00
07:55p	Data Transfer	13,668KB	SD66GB	0.00
08:01p	Data Transfer	8,016KB	SD66GB	0.00
08:26p	Data Transfer	4,856KB	SD66GB	0.00
08:48p	Data Transfer	19KB	SD66GB	0.00
Wednesday, 06/25				
07:30a	Data Transfer	2,345KB	SD66GB	0.00
10:00a	Data Transfer	5,916KB	SD66GB	0.00
10:22a	Data Transfer	2,193KB	SD66GB	0.00
10:34a	Data Transfer	668KB	SD66GB	0.00
10:44a	Data Transfer	1,656KB	SD66GB	0.00
10:54a	Data Transfer	185KB	SD66GB	0.00
10:57a	Data Transfer	4,432KB	SD66GB	0.00
07:52p	Data Transfer	2,984KB	SD66GB	0.00
08:38p	Data Transfer	610KB	SD66GB	0.00
09:23p	Data Transfer	7,362KB	SD66GB	0.00
09:59p	Data Transfer	14,976KB	SD66GB	0.00
09:58p	Data Transfer	7,988KB	SD66GB	0.00
10:58p	Data Transfer	4,086KB	SD66GB	0.00
10:32p	Data Transfer	12KB	SD66GB	0.00
Thursday, 06/26				
07:16a	Data Transfer	1,721KB	SD66GB	0.00
12:04p	Data Transfer	173KB	SD66GB	0.00
03:46p	Data Transfer	140KB	SD66GB	0.00
03:58p	Data Transfer	1,013KB	SD66GB	0.00
04:12p	Data Transfer	2,072KB	SD66GB	0.00
04:16p	Data Transfer	74KB	SD66GB	0.00
04:21p	Data Transfer	454KB	SD66GB	0.00
04:30p	Data Transfer	208KB	SD66GB	0.00
04:34p	Data Transfer	110KB	SD66GB	0.00
04:39p	Data Transfer	6,665KB	SD66GB	0.00
05:07p	Data Transfer	215KB	SD66GB	0.00
06:16p	Data Transfer	920KB	SD66GB	0.00
06:26p	Data Transfer	404KB	SD66GB	0.00
06:35p	Data Transfer	2,642KB	SD66GB	0.00
06:40p	Data Transfer	339KB	SD66GB	0.00
07:00p	Data Transfer	1,531KB	SD66GB	0.00
07:09p	Data Transfer	95KB	SD66GB	0.00
07:16p	Data Transfer	32KB	SD66GB	0.00
07:27p	Data Transfer	167KB	SD66GB	0.00
07:42p	Data Transfer	2,463KB	SD66GB	0.00
Friday, 06/27				
07:08a	Data Transfer	203KB	SD66GB	0.00
08:57a	Data Transfer	269KB	SD66GB	0.00

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Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Friday, 06/27				
09:15a	Data Transfer	2,307KB	SDG6GB	0.00
09:23a	Data Transfer	610KB	SDG6GB	0.00
09:34a	Data Transfer	503KB	SDG6GB	0.00
09:44a	Data Transfer	1,012KB	SDG6GB	0.00
09:57a	Data Transfer	810KB	SDG6GB	0.00
10:06a	Data Transfer	908KB	SDG6GB	0.00
10:15a	Data Transfer	2,848KB	SDG6GB	0.00
10:22a	Data Transfer	197KB	SDG6GB	0.00
10:35a	Data Transfer	8,711KB	SDG6GB	0.00
12:33p	Data Transfer	2,085KB	SDG6GB	0.00
02:18p	Data Transfer	18,361KB	SDG6GB	0.00
04:49p	Data Transfer	547KB	SDG6GB	0.00
04:59p	Data Transfer	661KB	SDG6GB	0.00
05:00p	Data Transfer	1,518KB	SDG6GB	0.00
06:08p	Data Transfer	4,420KB	SDG6GB	0.00
06:42p	Data Transfer	435KB	SDG6GB	0.00
06:47p	Data Transfer	816KB	SDG6GB	0.00
06:03p	Data Transfer	1,032KB	SDG6GB	0.00
06:20p	Data Transfer	69KB	SDG6GB	0.00
06:30p	Data Transfer	74KB	SDG6GB	0.00
06:56p	Data Transfer	2,171KB	SDG6GB	0.00
Saturday, 06/28				
07:58a	Data Transfer	109KB	SDG6GB	0.00
10:44a	Data Transfer	3,054KB	SDG6GB	0.00
11:01a	Data Transfer	6,156KB	SDG6GB	0.00
11:08a	Data Transfer	3,532KB	SDG6GB	0.00
11:12a	Data Transfer	16,152KB	SDG6GB	0.00
11:16a	Data Transfer	566KB	SDG6GB	0.00
11:17a	Data Transfer	32,227KB	SDG6GB	0.00
11:29a	Data Transfer	822KB	SDG6GB	0.00
11:35a	Data Transfer	2,201KB	SDG6GB	0.00
11:43a	Data Transfer	11,550KB	SDG6GB	0.00
11:51a	Data Transfer	23,106KB	SDG6GB	0.00
12:03p	Data Transfer	8,343KB	SDG6GB	0.00
12:12p	Data Transfer	12,786KB	SDG6GB	0.00
12:18p	Data Transfer	126KB	SDG6GB	0.00
12:18p	Data Transfer	29,078KB	SDG6GB	0.00
12:31p	Data Transfer	3,802KB	SDG6GB	0.00
12:43p	Data Transfer	2,861KB	SDG6GB	0.00
01:31p	Data Transfer	53KB	SDG6GB	0.00
01:45p	Data Transfer	9,738KB	SDG6GB	0.00
01:49p	Data Transfer	13,726KB	SDG6GB	0.00
01:55p	Data Transfer	7,956KB	SDG6GB	0.00
02:42p	Data Transfer	2,780KB	SDG6GB	0.00
02:45p	Data Transfer	2,126KB	SDG6GB	0.00
02:51p	Data Transfer	9,826KB	SDG6GB	0.00
02:53p	Data Transfer	1,784KB	SDG6GB	0.00
03:08p	Data Transfer	59KB	SDG6GB	0.00
03:44p	Data Transfer	14,204KB	SDG6GB	0.00
Time	To/From	Type/Unit	Rate Code	
Data Plans				
Saturday, 06/28				
09:55p	Data Transfer	17,231KB	SDG6GB	0.00
04:22p	Data Transfer	21,385KB	SDG6GB	0.00
04:30p	Data Transfer	1,298KB	SDG6GB	0.00
04:32p	Data Transfer	22,273KB	SDG6GB	0.00
04:55p	Data Transfer	11,963KB	SDG6GB	0.00
04:58p	Data Transfer	17,670KB	SDG6GB	0.00
05:07p	Data Transfer	3,714KB	SDG6GB	0.00
05:19p	Data Transfer	259KB	SDG6GB	0.00
05:23p	Data Transfer	2,114KB	SDG6GB	0.00
05:30p	Data Transfer	658KB	SDG6GB	0.00
05:43p	Data Transfer	18,018KB	SDG6GB	0.00
08:00p	Data Transfer	9,679KB	SDG6GB	0.00
08:16p	Data Transfer	3,820KB	SDG6GB	0.00
08:22p	Data Transfer	9,123KB	SDG6GB	0.00
08:27p	Data Transfer	2,664KB	SDG6GB	0.00
08:28p	Data Transfer	10,299KB	SDG6GB	0.00
08:37p	Data Transfer	206KB	SDG6GB	0.00
08:40p	Data Transfer	3,410KB	SDG6GB	0.00
08:48p	Data Transfer	3,342KB	SDG6GB	0.00
08:54p	Data Transfer	191KB	SDG6GB	0.00
07:01p	Data Transfer	666KB	SDG6GB	0.00
Sunday, 06/29				
12:00p	Data Transfer	18KB	SDG6GB	0.00
03:21p	Data Transfer	5,901KB	SDG6GB	0.00
06:51p	Data Transfer	29,372KB	SDG6GB	0.00
08:46p	Data Transfer	21,868KB	SDG6GB	0.00
Monday, 06/30				
10:28a	Data Transfer	35,987KB	SDG6GB	0.00
01:57p	Data Transfer	19,474KB	SDG6GB	0.00
02:10p	Data Transfer	7,282KB	SDG6GB	0.00
02:31p	Data Transfer	7,304KB	SDG6GB	0.00
03:31p	Data Transfer	21KB	SDG6GB	0.00
03:41p	Data Transfer	670KB	SDG6GB	0.00
04:13p	Data Transfer	29KB	SDG6GB	0.00
04:49p	Data Transfer	119KB	SDG6GB	0.00
05:49p	Data Transfer	19,678KB	SDG6GB	0.00
08:32p	Data Transfer	25,168KB	SDG6GB	0.00
08:49p	Data Transfer	21,495KB	SDG6GB	0.00
10:04p	Data Transfer	30,433KB	SDG6GB	0.00
11:13p	Data Transfer	32,850KB	SDG6GB	0.00
11:49p	Data Transfer	20,242KB	SDG6GB	0.00
Tuesday, 07/01				
02:48a	Data Transfer	35,167KB	SDG6GB	0.00
02:00p	Data Transfer	29,544KB	SDG6GB	0.00
02:48p	Data Transfer	2,276KB	SDG6GB	0.00
05:30p	Data Transfer	23KB	SDG6GB	0.00
05:34p	Data Transfer	25,060KB	SDG6GB	0.00
00:51p	Data Transfer	69,848KB	SDG6GB	0.00
11:48p	Data Transfer	25,374KB	SDG6GB	0.00
Wednesday, 07/02				
09:49a	Data Transfer	16,455KB	SDG6GB	0.00
03:00p	Data Transfer	3,681KB	SDG6GB	0.00
Thursday, 07/03				
11:26a	Data Transfer	699KB	SDG6GB	0.00

[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Thursday, 07/03				
12:11p	Data Transfer	227KB	SDG6GB	0.00
01:16p	Data Transfer	19,760KB	SDG6GB	0.00
07:18p	Data Transfer	7,071KB	SDG6GB	0.00
07:48p	Data Transfer	357KB	SDG6GB	0.00
08:41p	Data Transfer	20,843KB	SDG6GB	0.00
11:47p	Data Transfer	19,640KB	SDG6GB	0.00
Friday, 07/04				
12:53a	Data Transfer	58,368KB	SDG6GB	0.00
01:16a	Data Transfer	29,560KB	SDG6GB	0.00
01:41a	Data Transfer	39,093KB	SDG6GB	0.00
02:30a	Data Transfer	5,008KB	SDG6GB	0.00
07:16a	Data Transfer	16,046KB	SDG6GB	0.00
09:40a	Data Transfer	21,001KB	SDG6GB	0.00
11:40a	Data Transfer	880KB	SDG6GB	0.00
11:49a	Data Transfer	20,716KB	SDG6GB	0.00
01:03p	Data Transfer	24,664KB	SDG6GB	0.00
03:38p	Data Transfer	3,038KB	SDG6GB	0.00
04:13p	Data Transfer	1,339KB	SDG6GB	0.00
04:44p	Data Transfer	21,624KB	SDG6GB	0.00
06:54p	Data Transfer	1,144KB	SDG6GB	0.00
07:22p	Data Transfer	6,735KB	SDG6GB	0.00
08:37p	Data Transfer	5,609KB	SDG6GB	0.00
08:43p	Data Transfer	17,230KB	SDG6GB	0.00
Saturday, 07/05				
08:53a	Data Transfer	4,041KB	SDG6GB	0.00
11:02a	Data Transfer	11,636KB	SDG6GB	0.00
09:18p	Data Transfer	31,805KB	SDG6GB	0.00
09:43p	Data Transfer	23,045KB	SDG6GB	0.00
Sunday, 07/06				
04:20a	Data Transfer	44,885KB	SDG6GB	0.00
12:20p	Data Transfer	1,403KB	SDG6GB	0.00
03:39p	Data Transfer	23,043KB	SDG6GB	0.00
06:20p	Data Transfer	22,482KB	SDG6GB	0.00
08:20p	Data Transfer	40,770KB	SDG6GB	0.00
10:09p	Data Transfer	0,299KB	SDG6GB	0.00
Monday, 07/07				
12:20a	Data Transfer	119,720KB	SDG6GB	0.00
02:20a	Data Transfer	22,209KB	SDG6GB	0.00
00:20a	Data Transfer	31,707KB	SDG6GB	0.00
11:20a	Data Transfer	19,950KB	SDG6GB	0.00
12:20p	Data Transfer	19,783KB	SDG6GB	0.00
01:20p	Data Transfer	20,826KB	SDG6GB	0.00
04:08p	Data Transfer	21,259KB	SDG6GB	0.00
Tuesday, 07/08				
08:28a	Data Transfer	30,377KB	SDG6GB	0.00
12:20p	Data Transfer	40,153KB	SDG6GB	0.00
03:34p	Data Transfer	66,962KB	SDG6GB	0.00
04:03p	Data Transfer	24,647KB	SDG6GB	0.00
06:20p	Data Transfer	748KB	SDG6GB	0.00

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Tuesday, 07/08				
08:20p	Data Transfer	6,571KB	SDG6GB	0.00
07:20p	Data Transfer	21,078KB	SDG6GB	0.00
09:36p	Data Transfer	3,936KB	SDG6GB	0.00
Wednesday, 07/09				
08:20a	Data Transfer	46,332KB	SDG6GB	0.00
09:36a	Data Transfer	21,349KB	SDG6GB	0.00
10:41a	Data Transfer	279KB	SDG6GB	0.00
11:06a	Data Transfer	219KB	SDG6GB	0.00
12:06p	Data Transfer	13,199KB	SDG6GB	0.00
01:20p	Data Transfer	8,200KB	SDG6GB	0.00
Thursday, 07/10				
02:43p	Data Transfer	8,700KB	SDG6GB	0.00
04:08p	Data Transfer	2,283KB	SDG6GB	0.00
05:43p	Data Transfer	200KB	SDG6GB	0.00
06:31p	Data Transfer	30KB	SDG6GB	0.00
06:53p	Data Transfer	62KB	SDG6GB	0.00
06:54p	Data Transfer	34KB	SDG6GB	0.00
06:57p	Data Transfer	5,281KB	SDG6GB	0.00
07:28p	Data Transfer	10KB	SDG6GB	0.00
07:29p	Data Transfer	130KB	SDG6GB	0.00
07:51p	Data Transfer	1,038KB	SDG6GB	0.00
07:57p	Data Transfer	1,142KB	SDG6GB	0.00
08:10p	Data Transfer	7,848KB	SDG6GB	0.00
06:39p	Data Transfer	1,754KB	SDG6GB	0.00
08:51p	Data Transfer	39KB	SDG6GB	0.00
09:21p	Data Transfer	30KB	SDG6GB	0.00
10:10p	Data Transfer	18KB	SDG6GB	0.00
10:23p	Data Transfer	13KB	SDG6GB	0.00
10:35p	Data Transfer	77,763KB	SDG6GB	0.00
Friday, 07/11				
12:01a	Data Transfer	9,887KB	SDG6GB	0.00
01:01a	Data Transfer	7,140KB	SDG6GB	0.00
09:06a	Data Transfer	1,791KB	SDG6GB	0.00
10:04a	Data Transfer	6KB	SDG6GB	0.00
10:16a	Data Transfer	9,646KB	SDG6GB	0.00
11:16a	Data Transfer	28KB	SDG6GB	0.00
11:43a	Data Transfer	80KB	SDG6GB	0.00
12:06p	Data Transfer	107KB	SDG6GB	0.00
04:06p	Data Transfer	9,963KB	SDG6GB	0.00
Saturday, 07/12				
11:34a	Data Transfer	10,694KB	SDG6GB	0.00
12:06p	Data Transfer	207KB	SDG6GB	0.00
Sunday, 07/13				
03:06p	Data Transfer	34KB	SDG6GB	0.00
04:36p	Data Transfer	12KB	SDG6GB	0.00
04:38p	Data Transfer	28KB	SDG6GB	0.00
04:41p	Data Transfer	152KB	SDG6GB	0.00
05:11p	Data Transfer	10,645KB	SDG6GB	0.00
08:12p	Data Transfer	17,374KB	SDG6GB	0.00
07:36p	Data Transfer	192KB	SDG6GB	0.00
08:00p	Data Transfer	10,668KB	SDG6GB	0.00
08:10p	Data Transfer	38KB	SDG6GB	0.00

Plaintiff - 1072

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[redacted]

Data Detail - Continued

Time	To/From	Type/Unit	Rate Code	
Data Plans				
Sunday, 07/13				
09:41p	Data Transfer	12,053KB	SDG6GB	0.00
Monday, 07/14				
12:34a	Data Transfer	1,240KB	SDG6GB	0.00
10:51a	Data Transfer	25KB	SDG6GB	0.00
10:58a	Data Transfer	14,003KB	SDG6GB	0.00
11:20a	Data Transfer	324KB	SDG6GB	0.00
11:45a	Data Transfer	68KB	SDG6GB	0.00
11:51a	Data Transfer	1,568KB	SDG6GB	0.00
12:04p	Data Transfer	7,222KB	SDG6GB	0.00
12:51p	Data Transfer	497KB	SDG6GB	0.00
01:10p	Data Transfer	2,765KB	SDG6GB	0.00
01:51p	Data Transfer	67KB	SDG6GB	0.00
02:31p	Data Transfer	878KB	SDG6GB	0.00
02:51p	Data Transfer	0KB	SDG6GB	0.00
03:23p	Data Transfer	1,904KB	SDG6GB	0.00
08:02p	Data Transfer	165KB	SDG6GB	0.00
08:34p	Data Transfer	444KB	SDG6GB	0.00
06:34p	Data Transfer	126KB	SDG6GB	0.00
09:24p	Data Transfer	10KB	SDG6GB	0.00
11:24p	Data Transfer	8KB	SDG6GB	0.00
Tuesday, 07/15				
08:47a	Data Transfer	65KB	SDG6GB	0.00
10:47a	Data Transfer	16KB	SDG6GB	0.00
11:06a	Data Transfer	15KB	SDG6GB	0.00
11:07a	Data Transfer	51KB	SDG6GB	0.00
11:40a	Data Transfer	7KB	SDG6GB	0.00
12:21p	Data Transfer	23KB	SDG6GB	0.00
12:49p	Data Transfer	8KB	SDG6GB	0.00
12:53p	Data Transfer	7KB	SDG6GB	0.00
01:06p	Data Transfer	1KB	SDG6GB	0.00
01:11p	Data Transfer	880KB	SDG6GB	0.00
03:02p	Data Transfer	368KB	SDG6GB	0.00
03:46p	Data Transfer	2,096KB	SDG6GB	0.00
04:41p	Data Transfer	1KB	SDG6GB	0.00
04:50p	Data Transfer	22KB	SDG6GB	0.00
06:18p	Data Transfer	882KB	SDG6GB	0.00
08:19p	Data Transfer	49KB	SDG6GB	0.00
Wednesday, 07/16				
07:00a	Data Transfer	1,202KB	SDG6GB	0.00
08:38a	Data Transfer	15,889KB	SDG6GB	0.00
03:48p	Data Transfer	22,944KB	SDG6GB	0.00
Thursday, 07/17				
09:29p	Data Transfer	304KB	SDG6GB	0.00
09:51p	Data Transfer	7KB	SDG6GB	0.00
Subtotal for Data Plans:		2,647,576KB		0.00
Subtotal for KB's:		2,647,576KB		0.00

Time	To/From	Type/Unit	Rate Code	
Picture/Video Messages				
Thursday, 06/19				
11:16p Sent	803-553-4422	Plct Video MSG	UNLMSG	0.00
Monday, 06/23				
01:45p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
01:47p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
01:53p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
01:56p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
01:57p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
02:02p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
02:03p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
02:04p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
03:00p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Saturday, 06/28				
10:40a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Sunday, 06/29				
02:28p Sent	803-309-1087	Plct Video MSG	UNLMSG	0.00
Wednesday, 07/02				
09:05a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Thursday, 07/03				
09:06a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Friday, 07/04				
08:47p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
08:47p Sent	386-679-6814	Plct Video MSG	UNLMSG	0.00
Saturday, 07/05				
08:48p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Tuesday, 07/08				
08:33p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
08:28p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
[redacted]				
09:38p Sent	803-451-8639	Plct Video MSG	UNLMSG	0.00
09:35p Sent	530-902-7005	Plct Video MSG	UNLMSG	0.00
10:07p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Thursday, 07/10				
09:48a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
10:24a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
10:25a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
10:29a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
10:46a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
01:23p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
03:05p Sent	803-767-0574	Plct Video MSG	UNLMSG	0.00
Friday, 07/11				
10:03a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
10:12a Sent	803-479-6395	Plct Video MSG	UNLMSG	0.00
[redacted]				
02:05p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
03:58p Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
04:00p Sent	386-451-8643	Plct Video MSG	UNLMSG	0.00
Saturday, 07/12				
08:55a Rcvd	386-451-8643	Plct Video MSG	UNLMSG	0.00
Wednesday, 07/16				
08:30p Rcvd	803-553-4422	Plct Video MSG	UNLMSG	0.00
08:40p Rcvd	803-553-4422	Plct Video MSG	UNLMSG	0.00
Subtotal for Picture/Video Messages: 39				0.00
Total Data Detail				0.00

RICHARDSON PLOWDEN
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ATTORNEYS AT LAW

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Certified Specialist in Employment & Labor Law
by the Supreme Court of South Carolina

Licensed in South Carolina and North Carolina

August 21, 2014

VIA E-MAIL – nbloodgood@fosterfoster.com
Nancy Bloodgood, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Ste. 202
Charleston, SC 29492

RE: *Kerry Paul v. Cheryl Stanton, in her individual capacity, and the South Carolina Department of Employment and Workforce*
C/A No.: 2014-CP-40-00271
Our File No.: 181-728

Dear Nancy:

On Monday, August 18, 2014, I received your client's disclosures of her cell phone records. During my review of them, I also noted that a significant number of the calls referenced in these records have been redacted.

According to your letter, you redacted the information because you "understand from [me] that the only significance of the cell phone records to this litigation is regarding the defamation claim, and [I] assert the cell phone records are relevant to the issue of whether or not [your] client 'self-published' the defamatory comments made about her." Based on that assumption, "[you] have redacted the calls between the Defendants (DEW and/or Ms. Stanton) to my client."

Respectfully, I cannot understand why you have redacted this information.

- I certainly have not restricted my belief that your client's cell phone records are relevant only because your client may have self-published information she believes is otherwise defamatory, although that certainly may be one reason among many. Even if it were the only reason, it still would not be grounds to redact the information. The Defendants are entitled to the information even if it is restricted to show that Plaintiff self-published the defamatory remarks, as well as the specific persons to whom she published the defamatory content.

- Moreover, as I stated at the hearing before Judge Hood, I believe the records are relevant because they assist our own investigation into your client's wide-ranging and, in our view, inflammatory and false allegations. Redacting this information needlessly and baselessly prevents the Defendants from conducting that investigation.

- Furthermore, Interrogatory No. 45 specifically requests that you and your client "list any communications with any SCDEW employee since December 18, 2013 by (1) name of the person contacted, (2) the time and date of the communication, (3) the method or device used to make or respond to the communication, and (4) the substance of the communication." If your client has not answered that interrogatory fully, she must supplement it. The fact that she has access to the information that has been redacted indicates that she has failed – yet again – to respond fully to our discovery requests. For that reason alone, and in addition to the reasons stated above, the redactions of these records appear particularly unsupportable.

Naturally, I would like you to reconsider the position you have taken on this matter and produce the documents without redactions. If you and your client will not do so, I believe we must alert the Court to this issue, and have the issue addressed along with the other discovery disputes currently before the Court.

Please contact me if your client is agreeable to producing these documents without redactions.

With kind personal regards, I am

Sincerely,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews

EHM/jlm

cc: Christi P. Cox, Esquire

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF THAD H. WESTBROOK**

Personally appeared before me, Thad H. Westbrook, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years, am under no disability, and am competent to give testimony. I understand that this Affidavit will be submitted as evidence in the above-referenced lawsuit.

2. I am a licensed member of the South Carolina Bar and practice with Nelson Mullins Riley & Scarborough, LLP, ("Nelson Mullins") in Columbia, South Carolina.

3. I have visited the SCDEW offices on only one occasion, which was for a meeting on December 27, 2013, with Cheryl Stanton, senior staff and legal counsel. Based on my recollection and notes, the following individuals attended the meeting: Cheryl Stanton, Darrell Scott, Neil Adcox, Adam Twitty, Derrick McFarland, Maura Baker, Deb Tedeschi, Koa Morgan, and David Katz (Nelson Mullins attorney in Atlanta, Georgia who participated by telephone). The purpose of the December 27, 2013, meeting was to provide legal advice to SCDEW.

4. The discussions during the December 27, 2013, meeting were for the purpose of providing legal advice and are protected by the attorney-client privilege.

5. I participated in a conference call from my law office on January 3, 2014, with Cheryl Stanton, Darrell Scott, David Katz, James Burns (Nelson Mullins attorney in Columbia, South Carolina), and a person from the SCDEW IT Department (whose name I do not recall).

6. The discussions during the January 3, 2014, conference call were for the purpose of providing legal advice and are protected by the attorney-client privilege.

7. I participated in a conference call from my law office on January 7, 2014 with Cheryl Stanton, Darrell Scott, Neil Adcox, James Burns, and Al Nickles (SCDEW's employment attorney).

8. The discussions during the January 7, 2014, conference call were for the purpose of providing legal advice and are protected by the attorney-client privilege.

9. As stated above, I attest that I was not present in the SCDEW offices on any day subsequent to December 27, 2013. As stated above, my participation in the January 3, 2014 and January 7, 2014, discussions were by telephone.

10. I am not aware of the participation of any other individual during the January 3, 2014, and January 7, 2014, conference calls other than those listed in paragraphs 3, 5 and 7 above.

FURTHER AFFIANT SAYETH NOT.

Thad H. Westbrook

Sworn to before me this
3rd day of September, 2014

Notary Public for South Carolina
My commission expires: 4/6/19

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF CHERYL STANTON**

Personally appeared before me, Cheryl Stanton, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years, am under no disability, and am competent to give testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the Executive Director for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion, December 27, 2013, Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Executive Director for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I took notes of this meeting with Mr. Westbrook. My notes reflect that the following people other than me attended this meeting: Neil Adcox, Chief Information Officer, Koa Morgan, then-Interim Human Resources Director, Adam Twitty, then-Chief Information Security Officer, Debra Tedeschi, Deputy General Counsel, Darrell Scott, Chief of Staff, Derrick McFarland, General Counsel, Maura Baker, Assistant General Counsel, and the attorneys from Nelson Mullins Thad Westbrook and David Katz (by phone).

FURTHER AFFIANT SAYETH NOT.

Cheryl M Stanton

Cheryl Stanton

Sworn to before me this
3rd day of September, 2014

Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
v.	)	**AFFIDAVIT OF DARRELL T. SCOTT**
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

Personally appeared before me, Darrell T. Scott, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years, am under no disability, and am competent to give testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the Chief of Staff for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion, December 27, 2013, Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Chief of Staff for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I recall the following people other than me attended this meeting: Neil Adcox, Koa Morgan, Adam Twitty, Deb Tedeschi, Cheryl Stanton, Derrick McFarland, Maura Baker, and the attorneys from Nelson Mullins Thad Westbrook and David Katz (by phone).

FURTHER AFFIANT SAYETH NOT.

Darrell T. Scott

Sworn to before me this
3 day of September, 2014
Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
v.	)	**AFFIDAVIT OF DERRICK McFARLAND**
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

Personally appeared before me, Derrick McFarland, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years and am competent to give this testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the General Counsel for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion in December 2013, I attended a meeting with Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to listen to legal advice. As far as I was concerned the attorney-client privilege applied to this meeting.

4. In my capacity as General Counsel for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I did not share any specific details of this meeting with anyone outside the meeting, and I did not in any way breach the Department's privilege.

5. I did not take notes of this meeting with Mr. Westbrook. However, my recollection is that the Executive Conference was full and that approximately 15-20 people attended.

FURTHER AFFIANT SAYETH NOT.

Derrick McFarland

Sworn to before me this
31 day of September, 2014
Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
v.	)	**AFFIDAVIT OF DEBRA TEDESCHI**
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

Personally appeared before me, Debra Tedeschi, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years and am competent to give this testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as Deputy General Counsel for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On one occasion, December 27, 2013, I participated in a meeting with Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, at SCDEW headquarters. The purpose of this meeting was for Mr. Westerbrook to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Deputy General Counsel for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I did not share any specific details of this meeting with anyone outside the meeting, and I did not in any way breach the Department's attorney-client privilege.

5. I took notes of this meeting with Mr. Westbrook. My notes reflect that, in addition to me, the following SCDEW employees attended this meeting: Neil Adcox, Koa Morgan, Adam Twitty, Cheryl Stanton, Darrell Scott, Derrick McFarland, and Maura Baker. In addition to Mr. Westbrook, another Nelson Mullins attorney participated by phone, whose first name is David.

FURTHER AFFIANT SAYETH NOT.

Debra Tedeschi

Sworn to before me this
3rd day of September, 2014
Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF MAURA BAKER**

Personally appeared before me, Maura Baker, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years and am competent to give this testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as Assistant General Counsel for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion, December 27, 2013, did I meet with Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, at our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Assistant General Counsel for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I took notes of this meeting with Mr. Westbrook. My notes reflect that the following people other than me attended this meeting Neil Adcox, Koa Morgan, Adam Twitty, Darrell Scott, Derrick McFarland, Deb Tedeschi, and the two attorneys from Nelson Mullins, Thad Westbrook and someone I identified as "D.K"(by phone). My recollection is that Cheryl Stanton was present at the meeting, although not specifically identified in my notes.

FURTHER AFFIANT SAYETH NOT.

Maura Baker

Maura Baker

Sworn to before me this
3 day of September, 2014

Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
Kerry Paul,	)	C/A No.: 2014-CP-40-00271
Plaintiff,	)	
v.	)	**AFFIDAVIT OF NEIL ADCOX**
Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce,	)	
Defendants.	)	

Personally appeared before me, Neil Adcox, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) year, am under no disability, and am competent to give testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the Assistant Executive Director/Chief Information Officer for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion in December 2013, Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Assistant Executive Director/Chief Information Officer for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I did not take notes of this meeting with Mr. Westbrook. However, my recollection is that it was a small group of people.

FURTHER AFFIANT SAYETH NOT.

Neil Adcox

Sworn to before me this
3rd day of September, 2014
Amy Proneaux
Notary Public for South Carolina
My commission expires: 1/5/2022

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF ADAM TWITTY**

Personally appeared before me, Adam Twitty, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years, am under no disability, and am competent to give testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the Senior Information Security Officer for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion in late December 2013, Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Senior Information Security Officer for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I did not take notes of this meeting with Mr. Westbrook. However, my recollection is that this was a small meeting with a handful of people around the table.

FURTHER AFFIANT SAYETH NOT.

ADAM TWITTY

Sworn to before me this
3 day of September, 2014
Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF KOA MORGAN**

Personally appeared before me, Koa Morgan, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years and am competent to give this testimony. I understand that this Affidavit may be submitted as evidence in the above-referenced lawsuit.

2. I serve as the Director of Human Resources for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. On only one occasion in December of 2013, Thad Westbrook, an attorney with Nelson Mullins Riley & Scarborough, came to our offices at SCDEW. The purpose of this meeting was to provide legal advice. I specifically understood that this meeting was privileged and confidential.

4. In my capacity as Director of Human Resources for SCDEW, I attended the privileged and confidential meeting with Mr. Westbrook. I never shared any specific details of this meeting with anyone, and I did not in any way breach the Department's privilege.

5. I did not take notes of this meeting with Mr. Westbrook. However, my recollection is that it was a small meeting with 8-9 people in attendance.

FURTHER AFFIANT SAYETH NOT.

KOA MORGAN

Sworn to before me this
31 day of September, 2014
Notary Public for South Carolina
My commission expires: 12/5/2022

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	SIXTEENTH JUDICIAL CIRCUIT
	)	
Kerry Paul,	)	CASE NUMBER: 2014-CP-05-00271
	)	
☐ Plaintiff	)	
	)	
v.	)	MOTION AND ORDER INFORMATION FORM AND COVER SHEET
	)	
The South Carolina Department of Employment and Workforce,	)	
☒ Defendants.	)	

Plaintiff's Attorney: Address: Phone: e-mail:	Defendant's Attorney: W. Keith Martens, Bar No. 8645 Address: Hamilton Martens Ballou & Carroll, LLC P. O. Box 10940, Rock Hill, SC 29731 Phone: 803-329-7672 fax: 803-329-7678 e-mail: keith.martens@hamiltonmartens.com

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

SECTION I: Hearing Information

Nature of Motion: Motion to Supplement the Record
Estimated Time Needed: 30 minutes **Court Reporter Needed: ☒ YES / ☐ NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

Signature of Attorney for ☐ Plaintiff / ☒ Defendant — Date submitted: 11/4/14

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	_____ JUDGE CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____
☐ CONTESTED – AMOUNT DUE: _____

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. The South Carolina Department of Employment and Workforce, Defendants.	C/A No.: 2014-CP-40-00271 **DEFENDANT'S MOTION TO SUPPLEMENT THE RULE 37 DISCOVERY SANCTIONS RECORD AND FOR EVIDENTIARY HEARING** **CURRENTLY PENDING BEFORE JUDGE ROBERT E. HOOD**

NOW COMES Defendant the South Carolina Department of Employment and Workforce ("SCDEW"), by and through its undersigned counsel, who hereby moves this Court for leave to supplement the record regarding Defendants' Motion to Compel and resulting Motion for Discovery Sanctions currently under advisement by the Honorable Judge Robert E. Hood. Defendants specifically request that the record be supplemented to include the Affidavits of Derrick McFarland and John Faust, attached and incorporated herein by reference as Exhibits A and B. Defendants further request that the Court conduct an independent inquiry into the facts and circumstances of Plaintiff and her counsel's communications with and representation of SCDEW's General Counsel during the pendency of this litigation.

Good cause exists to allow supplementation because this additional information was not known to Defendant at the time of the previous hearings on this matter, and Defendant believes this information directly impacts the merits of the discovery issues currently pending before the Court. In support this motion, Defendant would show unto the Court as follows:

1) On or about July 16, 2014, Defendants filed a Motion to compel discovery responses from Plaintiff, which was heard by Judge Robert E. Hood on or about July 23, 2014. The crux

of Defendants' motion was to compel Plaintiff to provide complete discovery responses, to specifically include disclosure of all alleged sources/witnesses to the defamation claims.

2) At the hearing on Defendants' motion to compel on July 23, 2014, Plaintiff and her attorney admittedly acknowledged their refusal to disclose all SCDEW employee witnesses. Plaintiff refused to identify all SCDEW employee witnesses claiming doing so would subject them to "retaliation" by SCDEW. (See Plaintiff's Responses to Interrogatories 28, 30, 31, 32, 44, and July 23, 2014 Hearing Transcript at p. 27). Plaintiff's attorney also refused to disclose all pertinent SCDEW employee sources because she purportedly represented these other SCDEW employees and "was not allowed to divulge their names." (T. at pp. 27-28). Upon hearing Plaintiff's justification for providing incomplete discovery responses, Judge Hood immediately ended the hearing and ruled that the proceedings would resume under the discovery sanctions provisions of Rule 37 SCRCP. (July 23, 2014 Hearing Transcript at pp. 27-28).

3) After the hearing on Defendants' motion to compel, the parties attempted to resolve the discovery concerns and the Plaintiff specifically agreed to provide complete responses, to include full disclosure of all witnesses to the alleged defamation. Although Plaintiff did supplement her responses, the new responses remained incomplete and directly contradicted Plaintiff's previous disclosures. More importantly, the Plaintiff's supplemental responses failed to disclose the names of the SCDEW employees referenced at the July 23rd hearing and further revealed that the Plaintiff had obtained SCDEW's attorney-client privileged information. Consequently, Defendants were forced to request that Judge Hood resume the proceedings under Rule 37 SCRCP.

4) On September 8, 2014, a hearing under Rule 37 SCRCP was heard before Judge Robert E. Hood. At this hearing, Defendants' continued to raise concerns about the Plaintiff's incomplete discovery responses and refusal to name all pertinent witnesses. Furthermore, because the Plaintiff's new responses contained information about SCDEW's privileged meetings with outside legal counsel (Thad Westbrook, Esq.), Defendants obtained affidavits from all SCDEW employees present at the privileged meetings. Each of these SCDEW employees averred that they had not disclosed any privileged communications with the Plaintiff or Plaintiff's counsel.

5) At the September 8th sanctions hearing, neither the Plaintiff nor her attorney disclosed any communications with SCDEW employees who were present for the attorney-client privileged meetings. The clear implication from the representations made by Plaintiff's counsel at the hearing was that neither she, nor her client had ever spoken directly with any SCDEW employees about this case. Plaintiff's counsel further assured the Court that she had specifically instructed her client not to communicate with SCDEW employees.

6) Despite these representations, on October 2, 2014, Defendants discovered that both the Plaintiff and her attorney had been communicating with Derrick McFarland (SCDEW's General Counsel) during the pendency of this litigation. See Affidavits of Derrick McFarland and Affidavit of John Faust attached herewith. Defendants' also learned that Mr. McFarland made a personal visit to Plaintiff counsel's office in Charleston in March 2014, however, the details of the meeting are undisclosed. The fact remains, however, that Mr. McFarland was present for the privileged meetings with SCDEW's outside legal counsel.

7) As SCDEW's General Counsel, Mr. McFarland has substantial access to SCDEW's confidential and privileged information. Mr. McFarland owes a common law duty of loyalty to SCDEW and further has an ethical duty to maintain the confidentiality of all DEW's privileged information.

8) Plaintiff Counsel's communications with Mr. McFarland about this case while the case was pending is a clear violation of the Rules of Professional Conduct. Defendant is entitled to know all of the details of any and all communications which Plaintiff's counsel and her client have had with Mr. McFarland and to take all measures necessary to preserve their confidential and privileged information from further disclosure.

9) Defendant believes it is imperative that the Court immediately conduct an independent inquiry into these issues and/or hold a closed evidentiary hearing to determine whether and to what extent any breach of SCDEW's privileged information has occurred. Additionally, Defendant requests that the Court evaluate the circumstances of this discovery dispute and further determine whether Plaintiff's counsel should be precluded from to represent the Plaintiff in this case.

10) Pursuant to Rule 11 SCRCP, counsel for Defendant certifies that prior to filing this motion, she communicated with opposing counsel and understands that opposing counsel does not agree that any conflict exists or that a further hearing on this matter is necessary.

FOR THESE REASONS, Defendant respectfully requests that the Court: 1) grant Defendant's motion to supplement the Rule 37 SCRCP hearing record to include the additional affidavits of Derrick McFarland and John Faust; 2) that the Court schedule an immediate supplemental hearing on this matter allowing all parties to be heard; 3) that the Court conduct an independent inquiry (or hold a closed evidentiary hearing) into the facts

and circumstances of the Plaintiff's communications with SCDEW's legal counsel for purposes of determining whether and to what extent SCDEW's privileged information has been improperly intercepted; 4) that the Court determine whether Plaintiff's counsel should be precluded from continuing to represent the Plaintiff in this case; and 5) that the Court issue such other sanctions and relief as it deems appropriate.

November 4, 2014

Christi P. Cox
HAMILTON MARTENS BALLOU & CARROLL, LLC
Post Office Box 10940
Rock Hill, South Carolina 29731
Telephone 803.329.7672
Facsimile 803.329.7678

ATTORNEYS FOR DEFENDANT
THE SC DEPARTMENT OF EMPLOYMENT
AND WORKFORCE

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF DERRICK MCFARLAND**

Personally appeared before me, Derrick McFarland, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) years and am competent to give this testimony. I understand that this Affidavit will be submitted as evidence in the above-referenced lawsuit.

2. I serve as the General Counsel for the South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department").

3. In or about April or May 2014, I received a telephone call from Nancy Bloodgood, Esq. on my personal cell phone. During this call, Mrs. Bloodgood identified herself as the attorney for the Plaintiff, Kerry Paul, and Ms. Bloodgood proceeded to ask me an isolated question concerning Ms. Paul's employment with SCDEW. Specifically, Ms. Bloodgood asked, "In August 2013, did Ms. Paul tell you about a conversation she had with Neil Adcox concerning the use of a thumb drive?" I answered the question posed by Ms. Bloodgood. I advised her that I did not directly observe or witness any communications between Mrs. Paul and Mr. Adcox, but that I did recall Mrs. Paul telling me about communications she claimed to have had with Neil Adcox in August 2013. I did not corroborate these communications with Mr. Adcox and have no further facts or details to share about this incident.

4. At the time of this conversation with Ms. Bloodgood, I was aware of the pending lawsuit and the pending grievance matter involving Ms. Paul. I did not inform Cheryl Stanton

EXHIBIT A

employed DM

or anyone else at SCDEW about this call from Mrs. Bloodgood until September 30, 2014, as I did not believe it was a material concern. I did, however advise Al Nickles and Butch Bowers of this conversation in our meeting in July 2014

5. I was not asked, nor did I provide any other information to Ms. Bloodgood or to anyone else in her office on her behalf.

6. This isolated telephone in April or May of 2014 is the only communication I have ever had with Ms. Bloodgood. Apart from this isolated communication with Ms. Bloodgood, I have not discussed this lawsuit or any details or facts related to Ms. Paul's employment with DEW with anyone outside of DEW.

7. I was not involved in the SLED investigation at issue in this lawsuit. I was not personally involved in the notification by SCDEW concerning the information downloaded by Ms. Paul. I did not directly witness or observe any alleged defamation by the Defendants in this lawsuit. I was involved in attorney-client privileged meetings with SCDEW's outside legal counsel, which I understood to be protected communications; however I did not disclose that information to anyone.

8. Based upon and due to the foregoing, I do not believe that I have any discoverable information related to the claims asserted in this lawsuit.

FURTHER AFFIANT SAYETH NOT.

Derrick McFarland

Sworn to before me this
2nd day of September, 2014

Notary Public for South Carolina
My commission expires: April 1, 2022

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Kerry Paul, Plaintiff, v. Cheryl Stanton, in her individual capacity and the South Carolina Department of Employment and Workforce, Defendants.	)	C/A No.: 2014-CP-40-00271 **AFFIDAVIT OF JOHN C. FAUST**

Personally appeared before me, John C. Faust, who first being duly sworn deposes and says:

1. I am over the age of twenty-one (21) year, am under no disability, and am competent to give testimony. I understand that this Affidavit will be submitted as evidence in the above-referenced lawsuit.
2. I am an employee of South Carolina Department of Employment Workforce ("SCDEW" and/or "the Department") and currently serve as the Assistant Human Resources Director. As part of my job duties as the Assistant Human Resources Director, I oversee the preparation and maintenance of personnel files, to include telephone contact information for SCDEW employees. Based upon the records and information available to me, I am able to verify that Derrick McFarland (SCDEW's General Counsel) personal cell phone number is 803-467-4381. This is the same number that is reported on the redacted phone records provided by the Plaintiff in this lawsuit. Attached is an excerpt of the Plaintiff's redacted phone records (Plaintiff-1044) which records two calls between Plaintiff and Derrick McFarland on June 9, 2014.

FURTHER AFFIANT SAYETH NOT.

Sworn to before me this
3rd day of November, 2014

Notary Public for South Carolina
My commission expires: 4/1/18

EXHIBIT
B

at&t

Visit us online at www.att.com

[redacted]

Call Detail - Continued

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Friday, 06/06							
12:08p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
[redacted]							
01:15p	COLUMB SC	803-896-8148	SDDV		1	0.00	0.00
01:16p	INCOMI CL	803-896-8148	SDDV		8	0.00	0.00
04:42p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
05:00p	COLUMB SC	803-309-2015	SDDV		4	0.00	0.00
06:08p	INCOMI CL	803-462-8639	SDDV		1	0.00	0.00
07:27p	COLUMB SC	803-401-8639	SDDV		18	0.00	0.00
Saturday, 06/07							
01:22p	COLUMB SC	803-767-0674	SDDV		2	0.00	0.00
01:30p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
01:34p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
02:55p	INCOMI CL	803-401-8643	SDDV		7	0.00	0.00
Sunday, 06/08							
03:06p	COLUMB SC	803-348-2437	SDDV		1	0.00	0.00
06:14p	INCOMI CL	803-348-2437	SDDV		8	0.00	0.00
08:38p	COLUMB SC	803-260-8161	SDDV		100	0.00	0.00
Monday, 06/09							
08:11a	COLUMB SC	800-888-8810	SDDV		1	0.00	0.00
08:11a	COLUMB SC	803-467-4381	SDDV		1	0.00	0.00
[redacted]							
08:57a	COLUMB SC	803-896-8810	SDDV		1	0.00	0.00
08:59a	INCOMI CL	803-896-8810	SDDV		1	0.00	0.00
08:58a	INCOMI CL	803-896-8148	SDDV		2	0.00	0.00
11:08a	COLUMB SC	803-896-8148	SDDV		8	0.00	0.00
[redacted]							
11:22a	COLUMB SC	803-896-8148	SDDV		1	0.00	0.00
[redacted]							
12:57p	INCOMI CL	803-309-2015	SDDV		9	0.00	0.00
01:01p	COLUMB SC	803-896-8148	SDDV		4	0.00	0.00
04:54p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
04:56p	ROCK H SC	803-417-8502	SDDV		1	0.00	0.00
05:10p	COLUMB SC	803-348-2437	SDDV		2	0.00	0.00
05:13p	INCOMI CL	803-517-8302	SDDV		30	0.00	0.00
05:52p	COLUMB SC	803-863-4422	SDDV		1	0.00	0.00
05:52p	COLUMB SC	803-467-4301	SDDV		14	0.00	0.00
06:15p	COLUMB SC	803-863-4422	SDDV		17	0.00	0.00
06:42p	COLUMB SC	803-791-3443	SDDV		1	0.00	0.00
06:42p	INCOMI CL	803-451-8643	SDDV		14	0.00	0.00
07:00p	COLUMB SC	803-401-8639	SDDV		1	0.00	0.00
07:04p	DAVIE CA	630-902-7165	SDDV		19	0.00	0.00
07:30p	COLUMB SC	803-401-8639	SDDV		1	0.00	0.00
Tuesday, 06/10							
[redacted]							
07:05a	COLUMB SC	803-348-2018	SDDV		1	0.00	0.00
10:50a	INCOMI CA	803-553-4422	SDDV		2	0.00	0.00
10:33a	COLUMB SC	803-791-3443	SDDV		1	0.00	0.00
10:34a	INCOMI CL	803-767-0674	SDDV		6	0.00	0.00
12:14p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00

Time	Place Called	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges
Tuesday, 06/10							
12:19p	INCOMI CL	803-767-0674	SDDV		1	0.00	0.00
05:04p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
05:20p	INCOMI CL	803-767-0674	SDDV		3	0.00	0.00
05:35p	COLUMB SC	803-781-3443	SDDV		1	0.00	0.00
05:52p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
06:35p	DAYTON FL	386-679-8814	SDDV		1	0.00	0.00
06:54p	DAYTON FL	386-679-8814	SDDV		18	0.00	0.00
Wednesday, 06/11							
09:21a	INCOMI CL	803-896-8148	SDDV		5	0.00	0.00
10:00a	COLUMB SC	803-348-2067	SDDV		1	0.00	0.00
10:25a	COLUMB SC	803-896-8148	SDDV		8	0.00	0.00
10:28a	COLUMB SC	803-553-4422	SDDV		18	0.00	0.00
02:08p	W PALM FL	561-619-0278	SDDV		58	0.00	0.00
03:51p	INCOMI CL	863-394-0606	SDDV		1	0.00	0.00
03:54p	KNOXVI TN	865-394-0606	SDDV		11	0.00	0.00
04:08p	COLUMB SC	803-608-8145	SDDV		2	0.00	0.00
[redacted]							
04:23p	INCOMI CL	803-767-0674	SDDV		2	0.00	0.00
[redacted]							
04:15p	COLUMB SC	803-767-0674	SDDV		1	0.00	0.00
[redacted]							
Thursday, 06/12							
[redacted]							
09:16a	LEXING SC	803-356-3937	SDDV		1	0.00	0.00
09:18a	COLUMB SC	803-767-0674	SDDV		4	0.00	0.00
09:24a	COLUMB SC	803-252-8091	SDDV		2	0.00	0.00
12:33p	COLUMB SC	803-445-9740	SDDV		1	0.00	0.00
01:01p	INCOMI CL	803-445-9740	SDDV		2	0.00	0.00
01:20p	INCOMI CL	803-894-5645	SDDV		2	0.00	0.00
02:42p	INCOMI CL	803-461-8639	SDDV		8	0.00	0.00
03:25p	PILG H CA	707-769-4781	SDDV		1	0.00	0.00
03:01p	COLUMB SC	803-894-5645	SDDV		1	0.00	0.00
05:02p	COLUMB SC	803-767-0674	SDDV		3	0.00	0.00
05:05p	DAYTON FL	888-679-8814	SDDV		8	0.00	0.00
05:12p	PILG H CA	707-769-4781	SDDV		1	0.00	0.00
05:14p	COLUMB SC	803-309-2815	SDDV		2	0.00	0.00
05:29p	INCOMI CL	803-309-2815	SDDV		2	0.00	0.00
05:31p	COLUMB SC	803-401-8639	SDDV		3	0.00	0.00
[redacted]							
07:20p	INCOMI CL	803-309-2815	SDDV		2	0.00	0.00
07:40p	INCOMI CL	803-348-2437	SDDV		2	0.00	0.00
Friday, 06/13							
08:57a	COLUMB SC	803-309-2815	SDDV		1	0.00	0.00
08:58a	INCOMI CL	803-309-2815	SDDV		1	0.00	0.00
09:58a	COLUMB SC	803-896-8148	SDDV		1	0.00	0.00
09:40a	INCOMI CL	803-896-8148	SDDV		5	0.00	0.00
11:28a	LEXING SC	803-951-3088	SDDV		1	0.00	0.00
11:30a	LEXING SC	803-951-3088	SDDV		4	0.00	0.00
11:34a	LEXING SC	803-356-1933	SDDV		2	0.00	0.00
[redacted]							
02:18p	NO SUM SC	803-469-0060	SDDV		2	0.00	0.00
02:20p	COLUMB SC	803-896-8148	SDDV		1	0.00	0.00

Plaintiff - 1044

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	C/A No.: 2014-CP-40-00271
Kerry Paul,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANTS' AMENDED MEMORANDUM OF LAW**
v.	)	**REGARDING SANCTIONS UNDER RULE 37, SCRP**
	)	
The South Carolina Department of Employment and Workforce,	)	
	)	
Defendant.	)	
	)	

NOW COMES Defendant South Carolina Department of Employment and Workforce (hereinafter "SCDEW")[1] (collectively the "Defendants"), by and through counsel, and present this Memorandum of Law regarding sanctions available to the Court. The Defendants respectfully request the following:

(1) that this Court dismiss the action filed by Plaintiff Kerry Paul (hereinafter the "Plaintiff") with prejudice as the appropriate sanction for Plaintiff's failure to respond to specific requests for discovery in violation of rule 37, SCRP, and/or,

(2) that this Court dismiss this action with prejudice as the appropriate sanction for Plaintiff's breach and use of information protected by the Defendants' attorney client privilege.

LEGAL STANDARD UNDER RULE 37, SCRCP

Under rule 37(b)(2)(C), SCRCP, when a party fails to comply with a discovery order, the trial court has the discretion to impose a sanction it deems just, including an order dismissing the action. *Barnette v. Adams Bros. Logging, Inc.*, 355 S.C. 588, 593, 586, S.E.2d 572, 575 (2003).

[1] Cheryl Stanton, Executive Director for SCDEW was dismissed with prejudice as an individual Defendant in this action by Stipulation of Dismissal, filed October 23, 2014.

Absent an abuse of discretion, the trial court's imposition of discovery sanctions will not be reversed on appeal, and the party appealing from the order of sanction carries the burden of proving an abuse of discretion occurred. *Id.*

"In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *McNair v. Fairfield County,* 379 S.C. 462, 467, 665 S.E.2d 830, 832-833 (S.C. App. 2008) (citation omitted) (trial court properly dismissed suit where it considered the appropriate factors and determined that County's willful disobedience of previous orders warranted the severe sanction of dismissal); *see also Barnette,* 355 S.C. at 595; 586 S.E.2d at 576 ("Given Evelyn Barnette's persistent refusal to comply with the trial court's orders, particularly her failure to authorize release of her social security records, we find the court acted within its discretion in dismissing her action").

APPLICATION OF THE LEGAL STANDARD TO THE INSTANT CASE

Plaintiff's actions in this case have demonstrated bad faith and "willful disobedience: of this Court's rules and directives. *McNair,* 379 S.C. at 467, 665 S.E.2d at 832-833. In the hearing on these matters on July 23, 2014, this court made clear that the parties were proceeding, from that moment forward, under rule 37, SCRCP. (Hearing Transcript, p. 29). However, Plaintiff has still not named the witnesses relevant to her defamation claims as requested by Defendants and as directed by this Court. For that reason, this Court should strike the Plaintiff's Complaint and dismiss it with prejudice.

Plaintiff's refusal to identify witnesses that may support her defamation claim has a long, frustrating, and conflicted history.

- In Plaintiff's initial responses to Defendants' Interrogatories from May 30, 2014, Plaintiff failed to identify persons receiving the alleged defamatory statements. Instead, she stated variously that "[t]he names of these employees are already known to Defendants" (Interrogatories No. 24 or No. 29), or simply refused to divulge the names of the alleged witnesses because of she was "**extremely concerned that Defendants will retaliate against innocent employees of DEW if their names are provided**" (Interrogatories No 26, 28, 31, or 32).

- At the hearing on Defendants' Motion to Compel on July 23, 2014, Plaintiff's Counsel indicated she could not release the names of the witnesses because **she had been retained by "more than one employee at the Department of Employment and Workforce" and she was "afraid they will be terminated..[and] retaliated against" if their identities as witnesses were revealed**. Plaintiff's counsel was also clear that these persons, who are her clients, are "20- to 25- year employees at SCDEW" and that she was "not allowed to divulge their names without their permission. If I do so and put them in a position where they will be retaliated against, I'm not allowed to do that either." (Hearing Transcript. Pp. 27-28).

- Despite Plaintiff's commitment following the hearing on July 23, 2014 to respond fully to the discovery requests, Plaintiff failed to do so **again** in her responses from August 5, 2014. At that meeting, Plaintiff also referenced

statements from an internal meeting at SCDEW that were **clearly covered by privilege**,[2] and did so without any permission from SCDEW.

- When these deficiencies were pointed out in Defendants' letter of August 6, 2014, Plaintiff again attempted to supplement her responses on August 12, 2014. At this point, Plaintiff referenced a few persons as the source of various statements – primarily third-party or hearsay statements – that Plaintiff characterized as defamatory. However, **none** of the persons identified by Plaintiff as witnesses[3] to these statements fit the definition of the persons Plaintiff was allegedly protecting. More specifically, **none of these persons were current employees of SCDEW against whom the Defendants could retaliate, which both Plaintiff and her counsel gave as the reason for their earlier recalcitrance.** Furthermore, the information provided in the letter of August 12, 2014 differs from her letter of August 5, 2014, including material factual differences (e.g., dates, attendees, etc.).

[2] These privileged communications involved legal advice rendered to SCDEW by its outside counsel, including Thad Westbrook, Esq.

[3] Plaintiff has not provided the Defendants with a separate list of employees, but when gleaned from Plaintiff's responses from August 12, 2014 (pp 2-4), the list appears to include the following:

- Mark Gore, the husband of "one of her friends at DEW."
- Plaintiff's Counsel herself, allegedly reporting her conversations with two non-SCDEW officials, Ted Pitts and Swati Patel of the Governor's Office.
- David Salley, a former SCDEW employee, who Plaintiff admits was not present at the referenced meetings.
- Lisa Sox, a staff employee of S.C. State Senator Thomas C. Alexander, who was also not present at the referenced meetings.
- Ken Moffitt, identified as the S.C. Senate General Counsel, who was also not present at the referenced meetings.

- Plaintiff has apparently continued this subterfuge by producing her cell phone records only after **redacting** information related to the calls made between Plaintiff and employees of SCDEW. Plaintiff can assert no credible reason for these redactions, as set forth in Defendants' letter of August 21, 2014.

For these reasons, Plaintiff's reasons for earlier failing to disclose the names of these witnesses (identified in footnote 2) were either (1) knowingly false, as none of them are "long-term" SCDEW employees against whom Defendants might retaliate, (2) accurate, and Plaintiff is continuing to withhold the names of persons who have presented information to Plaintiff concerning her claims.

As such, Plaintiff's continuing subterfuge and defiance of the rules of this Court and this Court's own directives provides ample evidence that she has acted with bad faith and "willful disobedience," which has caused continuing, significant, and escalating damage to the ability of Cheryl Stanton and SCDEW to defend themselves, or even to know the precise nature of Plaintiff's claims against them. For this reason alone, Plaintiff's suit should be dismissed with prejudice.

BREACH OF SCDEW'S ATTORNEY-CLIENT PRIVILEGE

Plaintiff has also knowingly accessed information that is protected by the Defendant's attorney-client privilege, has knowingly disclosed the privileged information, and now seeks to use it to support her claims.

Plaintiff's response on August 5, 2014, references statements made by Thad Westbrook at a meeting allegedly on January 3, 2014. Mr. Westbrook is an attorney with Nelson Mullins Riley & Scarborough, LLP, hired by SCDEW to render legal advice concerning the data breach incident occasioned by Plaintiff. Plaintiff references statements allegedly made by Mr. Westbrook while in the course of his rendering legal advice to SCDEW employees.

In the Defendants' response of August 6, 2014, Defendants stated the following to Plaintiff's counsel:

> One of your client's answers raises a very serious issue regarding the breach of SCDEW's attorney-client privilege with a law firm it hired to give legal advice and guidance to SCDEW employees concerning issues relevant to this case. Specifically, at the top of page of 3 of your responses, your client has referenced statement(s) allegedly made by Thad Westbrook, Esq., an attorney with Nelson Mullins Riley & Scarborough, LLP, during a purported meeting with several SCDEW employees on January 3, 2014.
>
> Further, your client's response clearly acknowledges that the only persons present at the alleged meeting were SCDEW employees and SCDEW legal counsel. For that reason alone, and the clear nature of the privileged communications at issue, we are very troubled by your client's knowledge of privileged communications, as well as the failure to protect these privileged communications. See *Camden v. State of Maryland,* 910 F. Supp. 1115, 1116 (D. Md. 1996).
>
> This reference is, in our view, a clear breach of SCDEW's attorney-client privilege with its lawyers at Nelson Mullins Riley & Scarborough, LLP. SCDEW has certainly given no current or former employee of SCDEW the authority to breach this privilege, and your client's use of this purported communication is entirely unauthorized. For that reason, you and your client must identify the source of the breach no later than **close of business on Thursday, August 7, 2014.** SCDEW also reserves the right to pursue its remedies, including steps to protect its privileged communications.

On August 12, 2014, in supplementary responses to the Defendants' discovery requests, Plaintiff again disclosed the Defendants' privileged information and relied on it in support of her claims. Specifically, Plaintiff referenced statements made by Mr. Westbrook at a meeting – this time allegedly on January 7, 2014, not January 3, 2014 – as well as another unnamed attorney

from Nelson Mullins Riley & Scarborough, LLP. Plaintiff's alleged source of this information was David Salley, the former SCDEW employee who resigned in June 2012. As with her earlier breach of SCDEW's privileged information, Plaintiff referenced statements allegedly made by Mr. Westbrook – and possibly another Nelson Mullins attorney – while in the course of rendering legal advice to SCDEW employees.

Even after receiving a direct notice of the breach from the Defendant, Plaintiff has knowingly persisted in publicizing and seeking to use the Defendants' privileged information. The Defendants have not only placed Plaintiff on notice of the breach, they are also producing affidavits of persons present at the December 27, 2013 meeting with the attorneys form Nelson, Mullins, Riley & Scarborough, LLP, which detail the date and time of the meeting, the persons present, and the lack of any disclosure of the privileged information.[4]

For these reasons, Plaintiff has engaged in a breach of the Defendants' attorney-client privilege that places the Defendants in an untenable and grossly prejudicial position. In order to correct the inaccuracies or defend against Plaintiff's use of this privileged information, the Defendants must disclose the contents of their communications with their legal counsel. At that point, Plaintiff will not doubt argue that the Defendants have voluntarily breached the attorney-client privilege, and will attempt to force the Defendants to disclose other aspects of their privileged communications with their counsel. Conversely, if the Defendants do not disclose the content of these privileged discussions, Plaintiff will unfairly and inaccurately allege to the public and to this Court that the Defendants' silence is an implicit admission. This type of gross prejudice is the type of the abuse that the attorney-client privilege is designed to prevent, and that the Court must remedy.

[4] Furthermore, these affidavits affirm that Plaintiff's rendition of the meeting – such as the date it occurred, the attendees at the meeting, and the total number of persons at the meeting – is inaccurate.

In the instant case, Plaintiff's deliberate breach of the Defendants' privilege, and her continued use of the Defendants' privileged information, is ample evidence of "bad faith" and extreme prejudice to the Defendants. Because a court should consider such factors as the "precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice," when fashioning a sanction, dismissal is the appropriate remedy for Plaintiff's acts. *McNair,* 379 S.C. at 467, 665 S.E.2d at 832-833. With complete and utter disregard for the Defendants' privileged information, Plaintiff has procured the privileged information, has reviewed it, and now purports to use it in support of her claim. In this case, Plaintiff's gross breach of the Defendants' attorney-client privilege warrants dismissal of Plaintiff's case with prejudice. Quoting from a case in which the Plaintiff obtained and sought to use information that was clearly protected by attorney-client privilege, the court noted as follows:

> But it is not enough that Plaintiff be prevented from using Redmond's testimony in court. **MBRR has listened in at the legal confessional. It has gained access to confidential information that is damaging to Defendants whether or not it becomes formal evidence in the case.** MBRR has forever deprived BSU of obtaining a protective order that might have restricted their inquiry in the first place. **Merely keeping undeniably confidential materials out of evidence cannot suffice since it would invite wholesale incursions into protected realms.** Given the actions of MBRR in this case – in initiating *ex parte* contact with Redmond in the first place, in failing to take proper precautions regarding the disclosure of protected information by him, and ultimately because the knowledge they wrongly obtained can never be erased from their minds – the Court will grant Defendants' Motion to Disqualify MBRR from these proceedings.

Camden v. State of Maryland, 910 F. Supp. 1115, 1124 (D.Md. 1996) (suppressing evidence and disqualifying counsel in face of acquisition and examination of Defendants' confidential, privileged information) (emphasis added). Similarly, in this case, Plaintiff has absolutely "listened in at the legal confessional" and cannot, at this point, "un-ring" the bell, making dismissal with prejudice the only appropriate remedy at hand.

ALTERNATIVE REMEDY TO DISMISSAL

While Defendant strongly believes that dismissal is warranted in this case and urges the Court to dismiss all claims with prejudice, if the Court feels constrained to issue complete dismissal Defendant respectfully requests that the Court issue the following alternative sanctions to include:

1) Disqualification of plaintiff's counsel from representing Plaintiff in this matter;
2) Dismissal of Plaintiff's defamation claim with prejudice;
3) That the Court conduct an in camera evidentiary hearing to determine the scope of the breach of the Defendant's privilege and that all discovery responses and pleadings that include any privileged information be stricken entirely; and that
4) The Plaintiff be required to pay for the costs of these motions.

In support of these alternative sanctions Defendant submits the following:

I. This court has the authority to disqualify an attorney who has violated the rules of professional responsibility in the representation of her client.

As an initial matter, SCDEW disputes the assertion of Paul and her attorney that Ms. Bloodgood's ex parte communications with SCDEW's general counsel is purely an issue of lawyer conduct, to be addressed by the Supreme Court's Office of Disciplinary Counsel, if at all. While ODC certainly has the authority to investigate and prosecute instances of attorney misconduct, the power to disqualify an attorney from a case for ethical violations or for discovery abuse is "incidental to all courts, and is necessary for the preservation of decorum, and for the respectability of the profession." *Ex Parte Burr*, 22 U.S. 529, 531(1824) (Marshall, C.J.). In fact, "[w]hen an attorney violates ethical standards, it is proper for the opposing party to file a motion to disqualify counsel or for sanctions." McCallum v. CSX Transp., Inc., 149 F.R.D. 104, 107 (M.D.N.C. 1993)(citing *In re* American Airlines, Inc., 972 F.2d 605, 611 (5th Cir. 1992) and

Kitchen v. Aristech Chemical, 769 F. Supp. 254, 256 (S.D. Ohio 1991)). This is because "ethical conflicts and problems arising during litigation are in most instances better handled by the court where the matter is fresh and before it." McCallum, 149 F.R.D. at 107. In South Carolina, a motion to disqualify counsel is committed to the court's sound discretion, and is inherent in "the court's general supervisory authority to ensure fairness to all who bring their case to the judiciary for resolution." Clinton Mills, Inc. v. Alexander & Alexander, Inc., 687 F. Supp. 226, 228 (D.S.C. 1988).

II. Because Paul's attorney has engaged in *ex parte* communications with SCDEW's general counsel, the only proper remedy is to disqualify her from further involvement in this litigation.

South Carolina's Rules of Professional Conduct leave no doubt as to the limits of an attorney's right to communicate with an adverse party:

> In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order.

Rule 407 S.C.A.C.R. (Rule 4.2, Rules of Professional Conduct)(emphasis added). "In the case of a represented organization," the rule also "prohibits communications with a constituent of the organization[5] who supervises, directs or regularly consults with the organization's lawyer concerning the matter or has authority to obligate the organization with respect to the matter. . . ." Id. cmt. 7. The rule is not equivocal or discretionary, and the rule does not permit communications for limited purposes such as discussing a constituent's testimony at an

[5] There can be no doubt that Derrick McFarland, SCDEW's general counsel, would be one of the "constituents" of SCDEW covered by Rule 4.2.

upcoming hearing.[6] The rule plainly *prohibits* an attorney from engaging in unauthorized communications with an adverse party or with one of its "constituents."

Despite this bright-line prohibition, during the course of this litigation, Kerry Paul's attorney has had no fewer than five separate private meetings or telephone conversations with SCDEW's general counsel. *See* Supplemental Affidavit of Derrick McFarland (Nov. 10, 2014), at ¶ 3. According to Mr. McFarland's sworn affidavit, one of those discussions *directly* concerned Ms. Bloodgood's representation of Ms. Paul. Id. Other discussions apparently concerned Mr. McFarland's "personal employment situation," but necessarily would have given Ms. Bloodgood insight into disclosures, thought processes and corporate knowledge that Rule 4.2 is intended to safeguard. At one of their meetings, Ms. Bloodgood actually had Mr. McFarland sign a "Legal Services and Fee Agreement" so that her discussions with Mr. McFarland would remain "protected and privileged." Id. at ¶ 6.

By agreeing to simultaneously represent Ms. Paul and Mr. McFarland, Paul's attorney has placed SCDEW in the untenable position where, presumably, SCDEW cannot even require its own salaried general counsel to reveal the substance of his private and unauthorized discussions with opposing counsel. Even before this court, Ms. Bloodgood has flatly refused to disclose critical details of her discussions with Mr. McFarland, or to even disclose his identity, citing attorney-client and privacy issues. *See* Transcript of July 23, 2014 Hearing, at 28. Plaintiff's counsel cannot avoid Rule 4.2, or the consequences of violating that rule, simply by having Mr. McFarland sign an engagement letter.

Significantly, Mr. McFarland is not some low-level SCDEW employee. He is SCDEW's general counsel, who (until this revelation) was intimately involved in all facets of SCDEW's

[6] See November 10, 2014 Affidavit of Derrick McFarland, at ¶ 3 – "Ms. Bloodgood and I spoke briefly about an upcoming grievance hearing for her client, Kerry Paul. . . . Ms. Bloodgood assured me I would be questioned only about a conversation I had with Ms. Paul in August 2013. . . ."

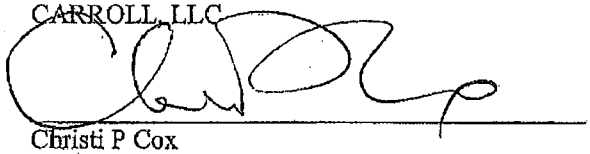
defense and legal strategy for this case, and who provided counsel to SCDEW concerning the very events that gave rise to Ms. Paul's lawsuit. While Mr. McFarland avers that most of his meetings and discussions with Ms. Bloodgood concerned only his "personal employment situation," and not Ms. Paul, it is virtually certain that, by meeting or talking privately with Mr. McFarland on no less than five separate occasions, Ms. Bloodgood had unfettered and unfiltered access to SCDEW's "inside information" – its thought processes, its legal strategies, and its policies and procedures. Ms. Bloodgood impermissibly and improperly "listened in at the legal confessional. [She] has gained access to confidential information that is [potentially] damaging to Defendants **whether or not it becomes formal evidence in the case.**" Camden v. Maryland, 910 F. Supp. 1115, 1124 (D. Md. 1996)(emphasis added). In light of this transgression, even if Ms. Paul's case is not dismissed, Ms. Bloodgood cannot be allowed to continue as counsel in this case. For these reasons, Defendant submits that Disqualifying Ms. Bloodgood as Plaintiff's counsel is the only acceptable remedy.

CONCLUSION

Because of Plaintiff's guileful attempts to skirt the requirements of this Court and the Court's own directives, and/or because of Plaintiff's brazen breach and use of the Defendants' privileged information, the Defendants respectfully request that the Court DISMISS Plaintiff's claims against them with prejudice, and GRANT the Defendants such other relief as the Court deems just and proper.

Respectfully submitted,

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