

State of South Carolina ) In the Court of Common Pleas  
County of Dorchester ) First Judicial Circuit  
2013-CP-18-0368

Chang Hua Zeng, )  
Plaintiff, )  
vs. )  
Coosaw Partners, LLC, )  
Defendant. )  
\_\_\_\_\_ )

Transcript of Record

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MAR 18 2016

**SC Court of Appeals**

April 8, 2014  
St. George, South Carolina

B E F O R E:

The Honorable Diane Shafer Goodstein, Judge

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

Chang Hua Zeng  
Plaintiff, Pro Se

Steven L. Smith, Esquire  
Attorney for Defendant

Maryann S. Nevers, CVR-M-CM  
Circuit Court Reporter

I N D E X

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Proceedings . . . . . 4

TESTIMONY - WITNESS

Chang Hua Zeng,

    Direct Testimony by Plaintiff . . . . . 10

    Cross-Examination by Mr. Smith . . . . . 12

    Direct Testimony by Plaintiff . . . . . 15

Certificate Page . . . . . 22

E X H I B I T S

1  
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<u>NO.</u>	<u>DESCRIPTION</u>	<u>I.D.</u>	<u>EVID.</u>
D-1	Commercial Lease		13
D-2	First Lease Addendum		13

## 1 TRANSCRIPT OF RECORD

2 TRIAL DAY 1 - 04/08/14

3 (Whereupon, the proceeding was commenced at 9:22 a.m.)

4 THE COURT: Okay. The case brought by Mr. Zeng: Mr.  
5 Zeng, do you have your interpreter here with you?

6 THE PLAINTIFF: Yes.

7 THE INTERPRETER: Yes, I am.

8 THE COURT: Okay. All right. And, Becky, have you  
9 got your oath?

10 DEPUTY CLERK OF COURT: Yes.

11 THE COURT: All right. If you'd come forward, please,  
12 ma'am -- the interpreter, please. What is your name?

13 THE INTERPRETER: Dawn Keltz.

14 THE COURT: How do you spell your name?

15 THE INTERPRETER: D-a-w-n, K-e-l-t-z.

16 THE COURT: K-e-l ---

17 THE INTERPRETER: --- t-z.

18 THE COURT: All right.

19 THE INTERPRETER: Keltz.

20 THE COURT: If you'll come forward please and be  
21 sworn.

22 (Whereupon, the interpreter came forward.)

23 DAWN KELTZ, having been first duly sworn,  
24 interpreted the proceedings as follows:

25 THE COURT: Very well. And if people are going too

1 fast or need to slow down, you let us know. Okay?

2 THE INTERPRETER: Yes.

3 THE COURT: Thank you. All right. You may take your  
4 seat back there.

5 THE INTERPRETER: (Complied.)

6 THE COURT: Mr. Zeng, are you ready ---

7 THE PLAINTIFF: Yeah.

8 THE COURT: --- to proceed?

9 THE PLAINTIFF: Yeah.

10 THE COURT: Very well. Do you wish to make an opening  
11 statement? Or are you ---

12 THE PLAINTIFF: Yeah.

13 THE COURT: --- prepared to just -- to simply call  
14 your first witness?

15 THE PLAINTIFF (by the interpreter): I will speak now.

16 THE COURT: I don't know what he means. Would he like  
17 to make an opening statement, or does he want to call his  
18 first witness?

19 THE PLAINTIFF (by the interpreter): Yes. I need  
20 opening ---

21 THE COURT: All right.

22 THE PLAINTIFF (by the interpreter): --- speak.

23 THE COURT: Now, he cannot testify, but he can make a  
24 short opening statement. But he cannot testify. He has to  
25 be under oath if he wishes to testify, okay?

1 THE PLAINTIFF: Yeah.

2 THE COURT: The purpose of the opening statement is to  
3 share with me what he believes the issues are in this case.

4 THE PLAINTIFF (by the interpreter): Thank you for  
5 allowing me to speak Chinese today. I'm here to sue my  
6 landlord about -- cheating. Second ---

7 THE COURT: About what? You have to keep your voice  
8 up.

9 THE INTERPRETER: Okay. He say: I'm here to sue my  
10 landlord for three things. First is cheating. Second is  
11 against his contract -- break of the contract. The third  
12 -- what is the third? -- oh -- discrimination. This is  
13 three.

14 THE COURT: Okay. Say again the -- the -- what was  
15 the first one?

16 THE PLAINTIFF: Fraud.

17 THE INTERPRETER: It's called "fraud" or "cheating."

18 THE PLAINTIFF: F-r-a-u-d, fraud.

19 THE COURT: Okay. Fraud.

20 THE INTERPRETER: And the ---

21 THE PLAINTIFF: Breach the contract.

22 THE INTERPRETER: Break the contract.

23 THE COURT: And the last?

24 THE INTERPRETER: Last one's discrimination.

25 THE PLAINTIFF: Decrimination [sic].

1 THE COURT: Got it. Okay. Very well. Do you wish to  
2 make a short opening statement, Mr. Smith?

3 MR. SMITH: I think so, Your Honor, because I can just  
4 kind of put these in perspective. We -- this ---

5 THE COURT: (To the interpreter) You've got to  
6 interpret what he says as well.

7 THE INTERPRETER: Oh.

8 THE COURT: Because Mr. Zeng needs to know what Mr.  
9 Smith is saying also. Okay?

10 THE INTERPRETER: Okay.

11 THE COURT: All right.

12 MR. SMITH: This facility is -- are the series of  
13 buildings at the entrance to Coosaw Creek off Dorchester  
14 Road. Mr. Zeng leased from us a vanilla box that he was  
15 going to put a Chinese restaurant in. It was his  
16 obligation to do all the tenant upfitting.

17 THE COURT: (To the interpreter) You must continue.  
18 Yes.

19 MR. SMITH: During the progress of the tenant  
20 upfitting, it became necessary to put a large, vibrating  
21 vent fan on the roof because of the frying and, you know,  
22 whatever they do in there that it's required to vent  
23 everything through the roof. The load of that unit was too  
24 much for our roof system. So they had to design a -- a --  
25 a carriage up there to carry his unit up there.

1           And this was his responsibility to do. Unfortunately,  
2 he was not going to do it correctly. He wasn't going to  
3 get -- you know, this is an engineered building, so you  
4 need engineered plans if you're going to put a huge unit up  
5 on the roof.

6           After Mr. Zeng met with the City of North Charleston  
7 and threatened a few things with them to get a building  
8 permit to let him do it himself and those kind of problems,  
9 we decided that we would do it and he would reimburse us to  
10 make sure it was done correctly.

11           We had the -- the -- the platform built, and we paid  
12 for it. Mr. Zeng agreed to reimburse us for just a partial  
13 amount of the money we spent in doing it.

14           And honestly, the reason that it was just partial is  
15 because it was negotiated between Mr. Zeng's attorney, T.O.  
16 Sanders, and my client.

17           The negotiations ended up being a first-lease addendum  
18 that Mr. Zeng signed, basically saying that he was going to  
19 reimburse us \$10,000 by paying us \$200 additional rent on  
20 the lease. The unit was built, his vent fan was put on it,  
21 and everything was fine.

22           Because of thefts during this period in that  
23 neighborhood, we also moved Mr. Zeng's air conditioning  
24 unit up on that stand, and also, one of the other unit's  
25 air conditioning up on that stand, because it could handle

1 it. For whatever reason, this upset Mr. Zeng, and now he  
2 thinks that we defrauded him because we're using that  
3 structure.

4 I -- I have a picture of the structure. It's tied  
5 into the building into the mainframe of the roofing system  
6 through an engineered design. It would be impossible to  
7 move it. It's clearly a fixture.

8 The lease contains a provision, just like every lease  
9 I've ever seen, that say fixtures become the property of  
10 the -- of the landlord.

11 And honestly, I have no idea why Mr. Zeng's upset that  
12 we moved his unit. It -- it was stolen twice before. The  
13 third time we put it on the roof.

14 It's his unit. It's one of the other units. I mean,  
15 I don't know why he's upset, honestly.

16 The lease contains an attorneys' fee provision, that  
17 we'll be asking for attorneys' fees. And that's it, Your  
18 Honor. Thank you.

19 THE COURT: Very well. All right. Call your first  
20 witness, please. Tell him to call his first witness,  
21 please.

22 THE INTERPRETER: Okay. First, I don't ---

23 THE COURT: Tell him -- say, "Call your first witness,  
24 please, Mr. Zeng." Translate that for me, please.

25 THE INTERPRETER: First, I don't understand that.

1 THE COURT: I want you to translate this statement,  
2 please, to Mr. Zeng.

3 THE INTERPRETER: Yes.

4 THE COURT: Call your first witness, please, Mr. Zeng.

5 THE PLAINTIFF (by the interpreter): I don't have a  
6 attorney. I don't have anybody help me. I -- I'm just  
7 here to talk for myself.

8 THE COURT: Very well. Do you wish to call yourself,  
9 then, as your first witness?

10 THE PLAINTIFF (by the interpreter): Yes. I'm my ---

11 THE COURT: Come around, please, and be sworn.

12 (Whereupon, the plaintiff came forward.)

13 THE COURT: (To the interpreter) You need to be  
14 translating.

15 CHANG HUA ZENG, having been first duly sworn,  
16 testified as follows:

17 DIRECT TESTIMONY

18 BY PLAINTIFF:

19 THE COURT: All right. Sir, you may speak. Tell me  
20 what you want to tell me. You may sit down.

21 THE PLAINTIFF: Can I bring my ---

22 THE COURT: Yeah.

23 THE PLAINTIFF: --- paperwork here?

24 THE COURT: Of course.

25 THE PLAINTIFF: Thank you.

1 THE COURT: Do you wish to see what he's going to  
2 bring to the stand, Mr. Smith?

3 MR. SMITH: I -- I'll look at it right -- real quick  
4 over here. I've probably already seen it, Your Honor.  
5 I'll just look at it when it comes in, Your Honor.

6 THE COURT: All right.

7 THE PLAINTIFF: Can I ask couple question for the --  
8 the attorney without the interpreter, just by myself, the  
9 couple question?

10 THE COURT: You want to ask Mr. Smith questions?

11 THE PLAINTIFF: Yeah.

12 THE COURT: About what?

13 THE PLAINTIFF: I got -- I got a -- the e-mail from  
14 the landlord. They say the -- still need the design by the  
15 engineer for support the makeout (phonetic) unit. I want  
16 to know which one of unit -- which one of steel is designed  
17 by the engineer is called worker.

18 THE COURT: Yeah. Yeah. No. You may not. You just  
19 tell me what you want to tell me, okay?

20 THE PLAINTIFF: The steel ---

21 THE COURT: And then when -- and -- and if Mr. Smith  
22 calls witnesses, then you may ask his witnesses questions.

23 THE PLAINTIFF (by the interpreter): He did -- did not  
24 have engineer or to design that. And that is support  
25 -- the frame is -- is for the other -- the old one, for the

1 other machine. It's not new design, new buildup.

2 THE COURT: And what else do you want to -- what else  
3 do you want to tell me?

4 THE PLAINTIFF (by the interpreter): If the air  
5 condition that machine not to put that frame, there is no  
6 space for that. That's what I want to say.

7 THE COURT: All right. Anything else?

8 THE PLAINTIFF (by the interpreter): It's in the  
9 contract I paid, but I don't see the -- the support to the  
10 frame buildup. I showed him the picture, the video, and I  
11 brought him to the roof to look. But he still says the  
12 water is leaking from my machine. But there is -- you  
13 can't prove the water go from bottom to the top and then  
14 flow down.

15 I'm nervous. That's all I can say now.

16 THE COURT: All right. Thank you. Cross-examination?

17 MR. SMITH: I have two -- two questions, Your Honor.

18 May I approach the witness?

19 THE COURT: Sure.

20 CROSS-EXAMINATION

21 BY MR. SMITH:

22 Q Mr. Zeng, is that a copy of your lease?

23 A Yeah.

24 THE INTERPRETER: Yes.

25 Q And is this a copy of the addendum you signed?

1 A Yeah.

2 MR. SMITH: Your Honor, I'd ask that the lease be  
3 entered as Exhibit No. 1 and the addendum be entered as  
4 Exhibit No. 2.

5 THE COURT: Any objection?

6 THE PLAINTIFF: (Responded in Chinese.)

7 THE COURT: That's a "no"? (To the interpreter) You  
8 -- you must translate. Does he have an objection to the  
9 exhibits? He -- he responded. You just didn't translate.

10 THE INTERPRETER: He said "no."

11 THE COURT: Thank you.

12 THE INTERPRETER: Yeah.

13 MR. SMITH: I don't have any other questions, Your  
14 Honor.

15 THE COURT: Very well. Thank you. You may come back  
16 to your table, Mr. Zeng.

17 (Whereupon, Defendant's Exhibits 1 and 2 were marked  
18 and entered into evidence.)

19 (Whereupon, the plaintiff exited the witness stand.)

20 THE COURT: All right.

21 MR. SMITH: I don't have any witnesses, Your Honor.

22 THE COURT: Very well. Are there any motions?

23 MR. SMITH: I'd ask for a -- obviously -- well, I -- I  
24 guess if the case is over.

25 THE COURT: Well, let me just ask: Do you have any

1 additional witnesses, sir?

2 (Whereupon, the plaintiff spoke to the interpreter.)

3 THE COURT: That's -- stop a second, because that's a  
4 lot for her to translate.

5 THE PLAINTIFF (by the interpreter): I have three cell  
6 phone. There is a picture and a video in it to show the --  
7 the water leaking is not my equipment.

8 THE COURT: Okay.

9 THE PLAINTIFF (by the interpreter): It's because the  
10 -- the roof. It's leaking.

11 THE COURT: Okay.

12 THE PLAINTIFF (by the interpreter): If it's okay, I  
13 want to try my English to repeat my purpose.

14 THE PLAINTIFF: I ---

15 THE COURT: He's finished testifying. Did -- did you  
16 want to testify some more? Did -- would he like to testify  
17 additionally? Because if you wish, you may.

18 THE PLAINTIFF: Okay.

19 THE COURT: Yes?

20 THE INTERPRETER: Yes.

21 THE PLAINTIFF: Yeah.

22 THE COURT: Okay. Well, come on back up.

23 (Whereupon, the plaintiff reentered the witness  
24 stand.)

25

1  
2 DIRECT TESTIMONY

3 BY PLAINTIFF:

4 THE PLAINTIFF: Okay. I try my English; see it's  
5 enough; make you understand what's I mean and why I am kind  
6 of here. The first thing, I sign a lease with a landlord  
7 to try building a restaurant in the Dorchester Road.8 The -- the landlord say my equipment is too heavy for  
9 the roof. I -- I see -- I got a -- I got a information  
10 that showed up. By agreement it's 310 pounds. I agree to  
11 modify the -- the roof to support the makeout unit.12 But landlord not allow me to rent down there. He say  
13 need to ask for the engineer design to support the -- the  
14 300 -- the makeout unit.15 I -- then they are not allow me do that. They ask for  
16 the engineer. I say okay. Now, I agree that.17 But I don't know which one is still -- is from the  
18 engineer, the cold working engineer design to support my  
19 unit. And -- but I got a information showed up.20 The landlord asked the engineer designer that's --  
21 there was still is for the HVAC support. It's not -- it's  
22 not my design. Not -- and it's the other company -- it's  
23 the other company design that is not for on the -- the  
24 worker engineer.25 I -- I don't know -- I don't know why I -- I pay for  
that. I didn't see the -- the steel from design from the

1 worker engineer.

2 The -- the other one is -- I sign on these -- I -- I  
3 do the -- I fraud on these. I pay the payment every month.  
4 But up to today I still see -- never see the design from  
5 the worker engineer for support my unit. I don't know we  
6 -- where -- where this -- where the -- the design for the  
7 working steel engineer.

8 But I got a picture showed up. This one is -- the one  
9 the design is for the -- just for the HVAC support. It's  
10 not my unit support.

11 The question why -- I got a agreement. I sign it; he  
12 sign it. Where the steel -- and the other question: If  
13 they are not put the HVAC -- the condenser to the roof,  
14 where the -- the condenser going?

15 That's why it's called fraud. They are ask me pay for  
16 the steel; then just do that they are wrong.

17 And the other one, talking about the breach contract,  
18 contract -- the regular lease, the Section 7, it state  
19 parking is by the North Charleston city code. I got a  
20 require -- the code requirements showed up. When I got a  
21 parking problem, the amendment, I can hold a vote for only  
22 my customer use. My landlord not allow me do that.

23 And I'll tell the two or three weeks. They are -- the  
24 steel piece -- piece of plate can do that. They are still  
25 got a parking problem too.

1           Because they are got a to-go -- to-go people. They  
2           are got a pickup -- pick out order. The people cannot find  
3           the parking. Why they are can do the sign? I cannot.

4           The -- the contract just say fraud of the North  
5           Charleston city code. What happened, they are not allow me  
6           do that.

7           And the last thing I need a -- talking about the  
8           decrimination: I got a three form. Because the roof  
9           leaking, that's on the contract; it's fraud on landlord,  
10          that side.

11          I call to the landlord. I've -- starts leaking. I  
12          got a half-year fight with the landlord.

13          I -- then I go out the roof. I go out -- I go out of  
14          work. I stand in the restaurant restroom, that side of  
15          work.

16          I find out where the exactly leaking and where -- I  
17          got a picture. I show the radio [sic] face by their face.  
18          I bring the computer to the -- to the roof; see where can  
19          see the sideline.

20          Then the landlord send me the e-mail, saying water  
21          from my equipment running to the thing going up to the  
22          restroom that -- restroom that side and dropping down. The  
23          -- I got a -- I got a picture showed up. The roof is -- go  
24          -- it's go like this. Right -- equipment in the low area,  
25          leaking in the high area. It's over the two feet.

1           How come? I show the picture. I show the radio. I  
2 bring the up here to -- to see the sunlight. They are  
3 still say water from my equipment run into the restroom  
4 that side dropping down.

5           I don't know. I -- I -- I need to ask all the -- all  
6 of these full of people who see the water running back to  
7 the here from a low area back to the higher area. That's  
8 why I need to sue the landlord, decrimination.

9           When I talking this one, I need to ask for the Smith  
10 conversation. I don't know how to say that this word. But  
11 it's called s-p-i-r-i-t-u-a-l. One -- one million dollars.

12           And the other one, I need a ask the landlord getting a  
13 conversation and help me to cancel the contract. I cannot  
14 stay doing a business like this. I tired.

15           THE COURT: All right. Anything else you want to tell  
16 me?

17           THE PLAINTIFF: That's it in my head right now.

18           THE COURT: I'm sorry?

19           THE PLAINTIFF: That's it in my head right now. I  
20 done with this one.

21           THE COURT: Okay. Cross-examination?

22           MR. SMITH: I don't have any questions, Your Honor.

23           THE COURT: Okay. Thank you, sir.

24           THE PLAINTIFF: Thank you.

25           THE COURT: Thank you.

1 (Whereupon, the plaintiff exited the witness stand.)

2 THE COURT: Okay.

3 MR. SMITH: I still don't have any witnesses, Your  
4 Honor.

5 THE COURT: Okay. All right. Let me see the -- I  
6 need to see the exhibits, please. Thank you.

7 (Off the record briefly.)

8 THE COURT: Okay. I have read the documents. Very  
9 well.

10 Gentlemen, I will notify you of my decision. And I'll  
11 either draft the order myself or ask from -- some  
12 assistance in that regard. I just -- simply at this  
13 moment, I don't know what -- what I intend to do.

14 But it -- I will certainly notify you by letter. It  
15 will be a couple of weeks. I am leaving today and won't be  
16 back until next week, but I hope to let you all know  
17 something probably not next week but the week after that in  
18 letter form.

19 MR. SMITH: Your Honor, I do have an affidavit of  
20 attorneys' fees I'd like to submit.

21 THE COURT: Okay. If you'd give a copy of it, please,  
22 to Mr. Zeng.

23 MR. SMITH: (Complied.)

24 THE COURT: Okay. Thank you. Do you have any  
25 questions of Mr. Smith regarding the attorneys' fees

1 affidavit, Mr. Zeng?

2 THE PLAINTIFF: So that would mean if I lose the case,  
3 I need to pay the attorney fee, right?

4 THE COURT: Maybe. Yes.

5 THE PLAINTIFF: I agree that if they are can say -- I  
6 -- I need a ---

7 THE COURT: Sure. Of course.

8 THE PLAINTIFF: --- she hear me.

9 THE COURT: Of course.

10 THE PLAINTIFF (by the interpreter): I will pay if he  
11 can prove the water flow from bottom to the top.

12 THE COURT: Okay. Very well. All right. Thank you.  
13 Thank you very much.

14 THE PLAINTIFF: And I ---

15 THE COURT: Yes.

16 THE PLAINTIFF: --- got a -- one question.

17 THE PLAINTIFF (by the interpreter): One more  
18 question. I'm still operating in this place. So from now  
19 on, if they want to come to my -- to my place, I want to  
20 make sure I'm there. And I want to make sure they have  
21 permission from me. Otherwise, I don't want them come to  
22 my restaurant.

23 THE COURT: There are terms of the agreement that  
24 address inspections. And those terms of the agreement  
25 would dictate.

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Very well. I will let you all know of my decision.

MR. SMITH: All right.

THE COURT: Thank you.

MR. SMITH: Thank you, Your Honor. a

(Whereupon, the proceeding was concluded at 10:00 a.m.)

--- END OF TRANSCRIPT OF RECORD ---

**CERTIFICATE**

I, THE UNDERSIGNED MARYANN S. NEVERS, CERTIFIED  
VERBATIM REPORTER - MASTER, CERTIFICATE OF MERIT,  
OFFICIAL COURT REPORTER FOR THE EIGHTH JUDICIAL  
CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY  
CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE, AND  
COMPLETE TRANSCRIPT OF RECORD IN THE HEARING OF THE  
CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE CIRCUIT  
COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA, ON THE  
8TH DAY OF APRIL, 2014.

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



---

MARYANN S. NEVERS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

OCTOBER 7, 2014